

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, August 15, 2011
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held July 18, 2011 and August 1, 2011.

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. Proposed Resolution by: Committee on Finance - To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended.

TO THE CITY PLAN COMMISSION

- A.2. By the City Plan Commission - To Create Subsection 18.02 i. of the Zoning Ordinance to Amend the Land Use Plan for the City of Kenosha: 2035, District #12. (Murillo)
- A.3. By the Mayor - To Rezone property at 6832 24th Avenue from RG-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #12. (Murillo)
- A.4. Request to extend the Conditional Use Permit for a multi-family residential development to be located east of 30th Avenue, north and south of 21st Street, District #5. (Sun Pointe Village)

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.

- C.1. Application of Antonio's Pizza & Pasta, LLC, (*Antonio's Pizza & Pasta, 2410-52nd St*) for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License for September 17, 2011. (*7th District*) (L/P-Recommendation Pending) **HEARING** Go to Backup
- C.2. Application of PJ Doghouse, Inc., (*Clubhouse Pub & Grille, 2621-30th Ave*) for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License for September 3, 2011. (*5th District*) (L/P-Recommendation Pending) **HEARING** Go to Backup
- C.3. Application of PJ Doghouse, Inc. (*Clubhouse Pub & Grille, 2621-30th Ave*) for a 1-Day Outdoor Cabaret license for September 3, 2011. (*5th District*) (L/P-Recommendation Pending) **HEARING** Go to Backup
- C.4. Application of Coins Sports Bar, Inc. (*Coins Sports Bar, 1714-52nd St*) to change the closing hours of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License to 1:30 AM. (L/P-Recommendation Pending) **HEARING** Go to Backup
- C.5. Application of Lisa Blum (*Baby Tree, 1016-60th St*) for a Public Entertainment License for August 20, 2011. (L/P-Recommendation Pending) **HEARING** Go to Backup
- C.6. Application of Washington Park Tavern, Inc., (*Stan's Place, 1510 Washington Rd*) for an Outdoor Cafe Area License. (L/P-Recommendation Pending) **HEARING** Go to Backup

D. ORDINANCES 1st READING

- D.1. By Alderpersons Lawrence F. Green and Jan Michalski - To Repeal and Recreate Section 10.07 (*of the Code of General Ordinances*) Regarding Cabaret Licenses. (L/P-Recommendation Pending) Go to Backup
- D.2. By Alderpersons David F. Bogdala, Jesse L. Downing, Michael J. Orth, Ray Misner, Anthony Nudo, G. John Ruffolo, and Daniel L. Prozanski - To Create Section 1.01 D. (*of the Code of General Ordinances*) Entitled "Aldermanic District Boundaries for the City of Kenosha, Wisconsin Based Upon the 2010 US Census". (Special Leadership-Ayes 6:Noes 0) Go to Backup

- D.3. By Alderpersons Anthony Nudo and Michael Orth - To Repeal and Recreate Section 1.06 P. (*of the Code of General Ordinances*) Entitled "Legislative Commission". (Fin-Recommendation Pending) Go to Backup
- D.4. By the Mayor - To Create Section 1.06 T. (*of the Code of General Ordinances*) to Establish a Mayor's Commission on the Arts. (L/P-Recommendation Pending; (PW-No Recommendation; SWU-No Recommendation) Go to Backup

E. ZONING ORDINANCES 1st READING

- E.1. By Alderpersons Eric Haugaard, Rocco LaMacchia Tod Ohnstad, Jan Michalski, Anthony Nudo, Steve Bostrom and Jesse Downing - To Renumber Sections 3.03 F., 3.03 G., and 3.03 H. of the Zoning Ordinance for the City of Kenosha as Sections 3.03 G., 3.03 H., and 3.03 I. and to Create Section 3.03 F. entitled Accessory Building Exemptions for Residential Property. (CP-Ayes 8:Noes 1;PSW-DEFERRED until 8/29/11) Go to Backup
- E.2. By Alderperson Steve Bostrom - To Repeal and Recreate Section 8.04 A. of the Zoning Ordinance entitled Certificate of Occupancy. (CP-Ayes 9:Noes 0, as amended by CP) Go to Backup

F. ORDINANCES 2nd READING

- F.1. By the Mayor - to Create Chapter XXIX (of the Code of General Ordinances) Entitled "Statement of Economic Interest by City Officers, Employees, Candidates and Nominees"; To Repeal and Recreate Subsection 30.06 L. Regarding Not-for-Profit Affiliations and To Create Section 30.07 Entitled "Statement of Economic Interest" (PSW-No Recommendation, PW-No Action Taken, SWU-No Recommendation, LP-Recommendation Pending, Fin-No Recommendation) (*Deferred from the 7/6/11 & 8/1/11 meetings*) **PUBLIC HEARING** Go to Backup

G. ZONING ORDINANCES 2nd READING

- G.1. By the City Plan Commission - To Create Subsection 18.02 d. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035, District #16. (Sai Ram Real Estate Management, LLC) (CP-Ayes 8:Noes 0) (*Deferred from 8/1/11 Meeting*) (*Public Hearing held 8/1/11*) **PUBLIC HEARING** Go to Backup

- G.2. By Alderpersons Ray Misner & Steve Bostrom - To Repeal and Recreate Section 8.04 B. regarding Certificate of Occupancy Prohibitions, To Create Subsection 8.04 B.2 regarding owner's failure to obtain a required Certificate of Occupancy and to Create Subsection 8.04 G. (*of the Zoning Ordinance for the City*) Entitled Penalties. (CP-Ayes 7: Noes 0; PSW-Ayes 5: Noes 0) **PUBLIC HEARING** Go to Backup
- G.3. By the Mayor - To Create Subsections 18.02 e. and 18.02 f. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City (*2035, District 16*). (CP-Ayes 7: Noes 0, as amended) (*NOTE: This Ordinance relates to Banks of WI and Southport Lumber*) **PUBLIC HEARING** Go to Backup
- G.4. By the Mayor - To rezone property at 3720 Roosevelt Road from B-2 Community Business District to RG-1 General Residential District in Conformance with Section 10.02 (*of the Zoning Ordinance, District #13*). (*Banks of Wisconsin*) (CP-DENIED-Ayes 6: Noes 2) (***NOTE: A Valid Protest Petition has been filed, approval would require 3/4 vote of members of the Common Council voting***) **PUBLIC HEARING** Go to Backup
- G.5. By the Mayor - To rezone properties at 2929 75th Street from M-1 Light Manufacturing District and RG-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 (*of the Zoning Ordinance, District #13*). (*Southport Lumber Company*) (CP-Ayes 8: Noes 0) (***NOTE: A request to defer action on Rezoning until 10/3/11 has been received from the Applicant. Public Hearing tonight is required***) **PUBLIC HEARING** Go to Backup

H. RESOLUTIONS

- H.1. By Finance Committee – To Levy 4 Special Assessment Resolutions Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
- a. Grass and Weed Cutting - \$14,636.75
 - b. Trash & Debris Removal - \$275.00
 - c. Boarding & Securing - \$172.12
 - d. Property Maintenance Reinspection Fees - \$2,468.00
- (Fin-Recommendation Pending) **HEARING** Go to Backup
- H.2. By Finance Committee - to Correct Resolution #061-11 for Hazardous Sidewalk and/or Driveway Approaches (*Project #10-1208 Sidewalk & Curb/Gutter Program*) (PW-Ayes 5:Noes 0; Fin-Recommendation Pending) Go to Backup

- H.3. By the Mayor - To Approve a Three-Lot Certified Survey Map Located at 6419 Green Bay Road. (*District 17*) (*T Properties, LLC*) (CP-Ayes 7:Noes 0; PW-Ayes 4: Noes 0) [Go to Backup](#)
- H.4. By the Mayor - A New Comprehensive Outdoor Recreation Plan and Master Plans for Petzke Park, Simmons Island Park, Strawberry Creek Park and Sunrise Park. (Parks-Ayes 5:Noes 0;CP-Ayes 9:Noes 0) [Go to Backup](#)

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Award of Contracts for Projects:
- a. 11-1013 CDBG Resurfacing (*23rd Avenue - 69th Street to Roosevelt Rd*) to Cicchini Asphalt, LLC, (*Kenosha, Wisconsin*) in the amount of \$480,000.00.
- b. 11-1014 Concrete Street Repairs (*Citywide Locations*) to D.C. Burbach, Inc., (*Waukesha, Wisconsin*) in the amount of \$298,000.00. (*All Districts*) (PW-Recommendation Pending) [Go to Backup](#)

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approval of State/Municipal Project Agreement (*WisDOT Project ID 3220-05-20/70*) STH 158 1000ft W of 95th Avenue to STH 31. (*District 16*) (PW-Ayes 4:Noes 0) [Go to Backup](#)
- K.2. 2011 CDBG Subgrantee Agreements:
- a) Spanish Center of Southeastern WI, Inc. - (*Community Outreach Interpretations/Translation Services*)
- b) New Song Ministries, Inc. - (*Re-Entry Services Program*)
- c) Kenosha Community Sailing Center - (*Sailing Program*)
- d) Kenosha Area Family & Aging Services, Inc. - (*Volunteer Transportation Service*)
- e) Oasis Youth Center - (*Expansion of Youth Services*)
- f) Kenosha Literacy Council, Inc. - (*Adult Literacy Programming*)
- g) Urban League of Racine and Kenosha, Inc. - (*Reducing Employment Barriers for the Homeless and Ex-Offenders*)
- h) HOPE Council, Inc. - (*Offender to Opportunity: Workforce Readiness Program*)
- i) Boys & Girls Club of Kenosha - (*Summer Youth Employment Program*)
- j) Women & Children's Horizons - (*Legal Advocacy Program - Legal Coordinator*)

- k) Shalom Center - *(Emergency Family Shelter)*
- l) ELCA Urban Outreach Center - *(Helping Residents become Self-Sufficient)*
- m) Kenosha YMCA - *(Frank Neighborhood Project)*
- n) Urban League of Racine and Kenosha, Inc. - *(Facility Improvement – New Roof)*
- o) Kenosha Human Development Services, Inc., - *(Tuck-Point/Paint - Community Services Building)*
- p) Carpenter's Home Improvement Inc. - *(Carpentry Career & Technical Education Program)*
- q) Kenosha Community Health Center, Inc. - *(Second Floor Dental Expansion Project)*
- r) Kenosha Community Health Center, Inc. - *(Boys & Girls Club Medical Clinic w/Behavioral Health Expansion)*
- s) WI Women's Business Initiative Corp. - *(Micro-enterprise Technical Assistance/Loans)* (Fin-Recommendation Pending) Go to Backup

K.3. Grant Agreement Between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City for Southport Beach House Restoration Enhancements. *(District 3)* (Fin-Recommendation Pending; Parks-Ayes 5: Noes 0) Go to Backup

K.4. Grant Agreement Between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City for Monitoring Pike River. *(District 1)* (Fin-Recommendation Pending; SWU-Ayes 5: Noes 0) Go to Backup

K.5. Approval of Contract for SeeClickFix. (Fin-Recommendation Pending)
Go to Backup

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. Disbursement Record #14 – \$4,641,142.93. (Fin.-Recommendation Pending)
Go to Backup

L.2. Requests to Rescind Snow Removal Special Assessments:

a. Sandra Arneson, 4738-80th St (03-122-11-281-014) \$125.00

b. Steven Carpenter, 9608-67th St (03-122-05-300-011) \$184.00

(Fin.-Recommendation Pending) **HEARING** Go to Backup

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Acceptance of Project 10-1021 New Road Construction 27th Street (47th Avenue to 43rd Avenue) completed by Payne & Dolan, Inc., (Kenosha, Wisconsin) - \$492,465.68. (District 5) (PW-Ayes 5:Noes 0) [Go to Backup](#)

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

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

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, July 18, 2011**

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

KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, July 18, 2011

At a meeting of the Common Council held this evening, His Honor, Acting Mayor Jesse Downing presided. Alderperson Bogdala was seated as Council President. Acting Mayor Downing advised he would be voting as an Alderperson this evening.

The meeting was called to order at 7:35 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Ruffalo, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Green, Kennedy, Nudo, Bostrom, Misner, Prozanski, Orth, Downing and Bogdala. Alderperson Marks was excused.

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.

It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy, to approve the minutes of the meeting held July 6, 2011.

Motion carried unanimously.

At this time, the Mayor, and members of the Mayor's Youth Commission, presented awards.

Three (3) Citizens spoke during Citizen's Comments: Ashley Grell, Mary Magdalen Moser, and Marie Cicchini.

**A. REFERRALS
TO THE PUBLIC WORKS COMMITTEE**

A.1. Resolution to approve a three-lot Certified Survey Map located at 6419 Green Bay Road, District #17. (T Properties, LLC) (Also referred to City Plan Commission)

TO THE CITY PLAN COMMISSION

A.2. Conditional Use Permit Amendment for a 521 s.f. kitchen addition to the existing gas station/convenience store at 3920 Washington Road, District #5. (Kwik Trip)

A.3. Petition to rezone a portion of the property at 6001 88th Avenue from RR-3 Urban Single-Family Residential to IP Institutional Park in conformance with Section 10.02 of the Zoning Ordinance, District #17. (American Albanian Islamic Center of WI)

A.4. Zoning Ordinance To Create Subsection 18.02 g. of the Zoning Ordinance to amend the Land Use Map for the City of Kenosha: 2035, District 17. (American Albanian Islamic Center of WI)

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

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

a. 29 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.

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

c. 3 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.

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

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve application of Ashley Grell, for a new Operator's (Bartender) license, subject to 40 demerit points.

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

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve applications for renewal Operator's (Bartender) licenses:

a. Michael Hibbler (0 demerit points)

b. Bobby Simpson (0 demerit points)

c. Hailey Wolf (0 demerit points)

d. Ann Mickem (0 demerit points)

e. Marissa Kowal (0 demerit points)

f. Natalie Gingerelli (80 demerit points)

g. Steven Pierangeli (non-renewal revocation)

A hearing was held. No one appeared.

C.2.1 It was then moved by Alderperson Bostrom, seconded by Alderperson Bogdala, to separate item a from b thru g. On a voice vote, motion carried.

C.2.2 It was then moved by Alderperson Bostrom, seconded by Alderperson Green, to send item a back to Licensing/Permit Committee. On a voice vote, motion carried 15-1 (with Alderperson Juliana voting nay).

On a voice vote to approve item b thru g, motion carried.

C.3. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve application of Justin Cerminara, for a renewal Operator's (Bartender) license, subject to 80 demerit points.

A hearing was held. The applicant did not appear. On a voice vote, motion carried 15-1 (with Alderperson LaMacchia voting nay).

C.4. It was moved by Alderperson Orth, seconded by Alderperson Kennedy, to approve application of Bragados Banquets, LLC, (Marco Mendez, Agent, Bragados Banquets) for a Class "B" Beer/"Class B" Liquor License located at 4820-75th Street, with acceptance of a conditional surrender of a Class "B" Beer/"Class C" Wine at the same location to be effective July 19, 2011, subject to 40 demerit points (15th District).

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

There are no Class "B" Beer/"Class B" Liquor Licenses available at this time. Therefore, no action was taken on item C.5.

C.5. Application of R&V Development, Inc., (Robert LaTessa, Agent, Brat Stop Too) for a Class "B" Beer/"Class B" Liquor License located at 5513-5515 6th Ave, to be effective July 19, 2011, with No Adverse Recommendations. (2nd District)

C.6. It was moved by Alderperson Nudo, seconded by Alderperson Bogdala, to approve renewal application of Thai Gourmet, LLC (Souklasack Thongsavanh, Agent, 6804 Green Bay Rd, Ste 116, Thai Gourmet) for a Class "B" Beer/"Class B" Liquor License, with No Adverse Recommendations. (17th District)

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, July 18, 2011**

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

A hearing was held. The applicant did not appear. On a voice vote, motion carried.
C.7. It was moved by Alderperson Nudo, seconded by Alderperson Bogdala, to DENY the application of Brat Stop, Inc., (Brat Stop, 12304-75th St) for a change in the closing hours from midnight to 1:30 a.m. on the Outdoor Extension. (17th District)
A hearing was held. The applicant did not appear. On a voice vote, result was unclear. On roll call vote, motion carried 14-2 (with Alderpersons Ohnstad and Misner voting nay).
C.8. It was moved by Alderperson Nudo, seconded by Alderperson Ruffalo, to approve application of Michael S. Gustin, for an Amusement and Recreation Enterprise Supervisor License with No Adverse Recommendations.
A hearing was held. The applicant did not appear. On a voice vote, motion carried.
C.9. It was moved by Alderperson Haugaard, seconded by Alderperson Juliana, to approve application of Firehouse Performance, LLC, for a Towing Service License located at 4502-22nd Ave, (Firehouse Performance). (7th District)
A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

It was moved by Alderperson Kennedy, seconded by Alderperson Green, to send the following Ordinances on their way:
D.1. By the Alderpersons Daniel L. Prozanski, Jr., Jan Michalski, Lawrence F. Green, and Michael J. Orth - To Renumber Sections 7.201, 7.21, 7.22 and 7.23 as 7.23,7.26, 7.25, and 7.24 Respectively and To Create 7.22 Entitled "Cell Phone use While Driving".
D.2. By Alderperson Anthony Nudo - To Create Section 1.03 D.5 (of the Code of General Ordinances) Regarding Principal Sponsorship of Ordinances and Resolutions.
On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

It was moved by Alderperson Kennedy, seconded by Alderperson Green, to send the following Ordinances on their way:
E.1. By the City Plan Commission - To Create Subsection 18.02 d. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City (2035, District #16). (Sai Ram Real Estate Management, LLC)
E.2. By the Mayor - To Rezone Property at 11809 Burlington Road from A-2 Agricultural Land Holding District to B-2 Community Business District in Conformance with Section 10.05 (of the Zoning Ordinance, District #16). (Sai Ram Real Estate Management, LLC)
On a voice vote, motion carried.

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Misner, seconded by Alderperson Nudo, to defer the following Ordinance for two weeks: By Alderperson Ray Misner - To Create Section 2.22 Regarding Information to be Provided by Organizations Seeking Funding or Forbearance from the City of Kenosha.
A public hearing was held. No one spoke for or against said Ordinance. On a voice vote, motion carried.
At this time, Alderperson Bostrom left the meeting and returned for action on item H.1.
F.2. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve the following Ordinance: By the Mayor - To Create Chapter XXIX of the Code of General Ordinances Entitled "Statement of Economic Interest by City Officers, Employees and Candidates for Elective City Office"; To Repeal and Recreate Subsection 30.06 L. Regarding Not-for-Profit Affiliations and to Create Section 30.07 Entitled "Statement of Economic Interest".
F.2.1 It was then moved by Alderperson Ruffalo, seconded by Alderperson Nudo, to send the Ordinance back to the Finance committee.
A public hearing was held. No one spoke for or against said Ordinance. On a voice vote, motion carried 10-5 (with Alderpersons Michalski, LaMacchia, Ohnstad, Juliana, and Kennedy voting nay).

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

H.1. It was moved by Alderperson Nudo, seconded by Alderperson Michalski, to adopt Resolutions 81-11 thru 84-11 as amended (item d in the amount of \$1,380.00). On roll call vote, motion carried unanimously and said Resolution was thereupon adopted as follows:

a. RESOLUTION NO. 81-11

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees (account #110-00-44806) during 2011, in the total amount of \$3,276.00, 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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

b. RESOLUTION NO. 82-11

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 2011, in the total amount of \$28,496.58, 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.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

c. RESOLUTION NO. 83-11

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 2011, in the total amount of \$618.45, 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.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, July 18, 2011**

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

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
MICHAEL K. HIGGINS, CITY CLERK

**d. RESOLUTION NO. 84-11
BY: FINANCE COMMITTEE**

To Specially Assess Certain Parcels of Property for Property Maintenance Reinspection Fees
BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of \$1,380.00, 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.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
MICHAEL K. HIGGINS, CITY CLERK

H.2. It was moved by Alderperson Nudo, seconded by Alderperson Ruffalo, to adopt Resolution 85-11. On roll call vote, motion carried unanimously and said Resolution was thereupon adopted as follows:

**RESOLUTION NO. 85-11
BY: PUBLIC WORKS COMMITTEE**

TO COMMEND RONALD L. BURSEK FOR HIS DEDICATED SERVICES TO THE CITY OF KENOSHA AND TO EXPRESS WARM WISHES FOR HIS RETIREMENT

WHEREAS, Ronald L. Bursek is the Director of Public Works for the City of Kenosha, Wisconsin; and WHEREAS, Ronald L. Bursek is an engineer having been graduated from the University of Wisconsin – Madison with a Bachelor of Engineering degree in 1970, and from the Milwaukee School of Engineering with a Masters in Engineering Management degree in 1973; and, WHEREAS, Ronald L. Bursek is certified by the state of Wisconsin as a professional engineer on August 29, 1975; and, WHEREAS, prior to coming to work for the City of Kenosha, Ronald L. Bursek worked for the Wisconsin Natural Gas Company, having been the Director of Distribution Operations; and, WHEREAS, Ronald L. Bursek began work with the City of Kenosha as the Director of Public Works on October 22, 2001; and, WHEREAS, Ronald L. Bursek upon commencing his employment with the City was responsible for five divisions including Streets, Waste, Fleet Maintenance, Engineering, and Public Works Administration; and, WHEREAS, during his tenure with the City, Ronald L. Bursek oversaw the creation of the Stormwater Utility requiring him to oversee another division; and WHEREAS, during his tenure with the City, Ronald L. Bursek oversaw the consolidation of the existing Public Works Department with the Parks Department requiring him to oversee another division; and, WHEREAS, brought innovation to the Department, fostered professionalism within the Divisions, promoted teamwork, mentored younger employees, discovered efficiencies, and uncovered significant means to reduce costs; and WHEREAS, organizational initiatives brought by Mr. Bursek have resulted in significant cost savings to the citizens of the City of Kenosha through a reduction of personnel costs and reduction of material costs, specifically including, but not limited to: introducing the use of biodegradable recycling bags to reduce yard waste collection costs, developing a yard-waste drop-off site, introducing a single stream recycling program, and promoting competition to the materials disposal contracts, resulting in millions of dollars of savings in operating costs over the pendency of the programs; and, WHEREAS, Ronald L. Bursek provided his experience and expertise to the elected officials, department heads, and the employees of the City of Kenosha; and, WHEREAS, Ronald L. Bursek has interests outside of his employment with the City of Kenosha said interests including physical fitness, which is exemplified by his having run in the 1996 Boston Marathon; and, WHEREAS, Ronald L. Bursek is justifiably proud of his marriage of forty two years to wife, Carol, and of his children, Brenda (and her husband, Jim), Rebecca, and Daniel (and his wife, Karen), and of his four grandchildren; and, WHEREAS, Ronald L. Bursek will retire from the City of Kenosha effective July 15, 2011, after nearly ten years of service. NOW THEREFORE, BE IT RESOLVED, that the City of Kenosha Common Council does hereby commend Ronald L. Bursek for the service and fine works he provided to the City, and wish him well in his retirement.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
MICHAEL K. HIGGINS, CITY CLERK

H.3. It was moved by Alderperson Nudo, seconded by Alderperson Bostrom, to adopt Resolution 86-11. On roll call vote, motion carried 14-2 (with Alderpersons Juliana and Green) and said resolution was thereupon adopted as follows:

**RESOLUTION NO. 86-11
BY: ALDERPERSON ANTHONY NUDO
ALDERPERSON STEVE BOSTROM**

TO REGISTER SUPPORT BY THE CITY OF KENOSHA FOR PENDING SENATE BILL NO. 128, WHICH PROHIBITS MUNICIPALITIES FROM CONDITIONING POLICE AND FIRE SERVICES ON THE PAYMENT OF FEES.

WHEREAS, Senate Bill 128 was introduced by State Senators Hansen, Lassa, Risser, Schultz, and Taylor, and co-sponsored Representatives Pocan, Barca, Berceau, Bewley, Hintz, Hulsey, Jorgensen, Mason, Pasch, Pope-Roberts, Ringhand, Roys, and Sinicki on June 10, 2011; and, WHEREAS, said Senate Bill 128 proposes to amend several sections of the Wisconsin Statutes to prohibit municipalities from conditioning police and fire services on the payment of fees; and, WHEREAS, such bill proposes to codify the just concept that protection of personal safety and personal property should not be conditioned on the personal finances of any citizen of the State of Wisconsin. NOW THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha does hereby register its support for Senate Bill 128. BE IT FURTHER RESOLVED, that the City Clerk be directed to send a copy of this resolution to the above-named sponsors of the bill, along with copies to State Senator Robert W. Wirth, and Assembly Representatives Peter W. Barca, John P. Steinbrink, and Samantha Kerkman.

APPROVED:
KEITH G. BOSMAN, MAYOR
ATTEST:
MICHAEL K. HIGGINS, CITY CLERK

H.4. It was moved by Alderperson Orth, seconded by Alderperson Juliana, to adopt Resolution 87-11. On roll call vote, motion carried unanimously and said Resolution was thereupon adopted as follows:

**RESOLUTION NO. 87-11
BY: ALDERPERSON DAVID F. BOGDALA
ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON JESSE L. DOWNING
ALDERPERSON RAY MISNER**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, July 18, 2011**

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

ALDERPERSON ANTHONY NUDO
ALDERPERSON MICHAEL J. ORTH
ALDERPERSON DANIEL L. PROZANSKI, JR.

RECOGNIZING THE EXTRAORDINARY EFFORTS OF CITY EMPLOYEES DURING THE 2011 REDISTRICTING PROCESS

WHEREAS, after each decennial census, state and federal law require that municipalities such as the City of Kenosha undergo a redistricting process; and, WHEREAS, the redistricting process for 2011 required use and management of state provided software; and, WHEREAS, Michael B. Callovi, Planning Technician, was tasked with assisting the Special Leadership Committee in performing their work with regard to the redistricting process; and, WHEREAS, Michael B. Callovi learned the vagaries of the state provided software; and, WHEREAS, Michael B. Callovi attended every meeting of the Special Leadership Committee wherein he presented maps and managed data in a manner directed by the Special Leadership Committee; and, WHEREAS, Michael B. Callovi provided extensive service to individual members of the committee outside of their regular meetings; and, WHEREAS, Michael B. Callovi anticipated requests of the members of the Special Leadership Committee and was prepared at all times; and, WHEREAS, Michael B. Callovi provided yeoman service in the execution of the redistricting process under stressful circumstances with tight time constraints and exceeded all goals as requested by the committee; and, WHEREAS, Betty Jean Zunker, Engineering Tech V, stepped up, was task trained, and worked throughout the weekend in an effort to complete the ward boundary legal descriptions as required by state law and the redistricting timeline. NOW THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha does hereby commend Michael B. Callovi and Betty Jean Zunker for extraordinary effort in assisting the Special Leadership Committee and the Common Council in the performance of its duties with regard to the redistricting process for 2011. BE IT FURTHER RESOLVED, that the Director of Human Resources is directed to place a copy of this resolution in each of Mr. Callovi's and Ms. Zunker's personnel files.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

H.5. It was moved by Alderperson Orth, seconded by Alderperson Green, to adopt Resolution 88-11. H.5.1 It was then moved by Alderperson Ruffolo, seconded by Nudo to amend the resolution to "*send a copy of this resolution to the Common Councils of all cities of the first and second classes*". On a voice vote, motion carried.

H.5.2 It was then moved by Alderperson Nudo, seconded by Alderperson Ruffalo to amend the resolution to "*send a copy of this resolution to the Governor Scott Walker*". On a voice vote, motion carried.

On roll call vote to approve as amended, motion carried 14-1-1 (with Alderperson Juliana voting nay and Alderperson Michalski abstaining) as amended and said resolution was thereupon adopted as follows:

RESOLUTION NO. 88-11

BY: ALDERPERSON DAVID F. BOGDALA

ALDERPERSON THEODORE RUFFALO

ALDERPERSON G. JOHN RUFFALO

ALDERPERSON RAY MISNER

ALDERPERSON MICHAEL J. ORTH ALDERPERSON STEVE BOSTROM

ALDERPERSON ANTHONY NUDO

ALDERPERSON JESSE L. DOWNING ALDERPERSON DANIEL L. PROZANSKI, JR.

**FOR THE COMMON COUNCIL OF THE CITY OF KENOSHA TO REGISTER ITS OPPOSITION TO PROPOSED SENATE BILL LRB 2296
RELATING TO CHANGES TO THE LOCAL REDISTRICTING LAW**

WHEREAS, in response to the decennial United States Census, every ten years, local municipalities are required by law to reconsider boundaries for their voting wards and representative districts; and, WHEREAS, said law is found in the Wisconsin Statutes, including §§ 5.15 and 62.08; and, WHEREAS, current state law contemplates a three-step process for redistricting at the local level for cities such as the City of Kenosha, comprising: (1) the creation of tentative supervisory districts by the County Board to provide a basis for the second step; (2) creation of wards by the municipalities; and (3) creation of the final aldermanic and supervisory districts; and, WHEREAS, the current state process works well in practice as the process contemplates the inability of the United States Government to complete and report to municipalities the federal census tabulations in the year in which the census is conducted, which census tabulations are necessary for the completion of the redistricting at the local level; and, WHEREAS, to accomplish the requirements of current statutes, local municipalities usually appoint a redistricting committee; and, WHEREAS, the redistricting work for the City of Kenosha was in large measure accomplished by the Special Leadership Committee, an ad hoc committee established in the City of Kenosha for the purpose of creating wards and aldermanic districts; and, WHEREAS, the Special Leadership Committee spent hours through regularly scheduled meetings and through efforts by its individual members with staff accomplishing its purpose; and, WHEREAS, the Special Leadership Committee utilized state-provided software to accomplish its tasks; and, WHEREAS, the redistricting contemplated several criteria including maintaining ward size within statutory population limits, complying the Federal Voter's Rights Act, and maintaining, to the greatest extent practicable, compactness and continuity, which criteria made the task of recreating wards and district extraordinarily challenging for the Special Leadership Committee; and, WHEREAS, by Resolution No. 80-11, the Common Council adopted the ward map created and recommended by the Special Leadership Committee after its extraordinary efforts in creating the map; and, WHEREAS, current law recognizes that local units of government are best suited to understand the special needs of wards, which form the building blocks for all districts; and, WHEREAS, 2011 Senate Bill LRB 2296 has been proposed to amend various sections of the current statutes dealing with local redistricting; and, WHEREAS, the analysis done by the Legislative Reference Bureau of 2011 Senate Bill LRB 2296 indicates that "this bill amends various laws ... and directs counties and municipalities to revise their ward and redistricting plans to reflect any legislative act establishing a legislative or congressional district boundary that does not coincide with a ward or municipal boundary", which provision authorizes state destruction of municipally-created wards; and, WHEREAS, the Legislative Reference Bureau analysis further indicates that the bill shortens the maximum time specified in each municipal step be converted from 60 days to 45 days, which from the experience of the Special Leadership Committee of the City of Kenosha in its efforts to carryout the duties of redistricting find this to be impractically short; and, WHEREAS, the Legislative Reference Bureau analysis of the proposed bill requires retroactive application of the current proposal; and, WHEREAS, the Common Council supports local control and local decision making when said decisions are associated with local issues such as the creation of wards and has consistently opposed any mandate from either the state or federal government that conflicts with such local control. NOW THEREFORE, BE IT RESOLVED, that the Common Council for the City of Kenosha does hereby register its opposition to Senate Bill 2011 LRB 2296. BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of this resolution to: Governor Scott Walker, State Senator Robert W. Wirth, and Assembly Representatives Peter W. Barca, John P. Steinbrink, and Samantha Kerkman. BE IT FURTHER RESOLVED that the City Clerk be directed to send a copy of this

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, July 18, 2011**

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

MICHAEL K. HIGGINS, CITY CLERK

H.8. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to adopt Resolution 91-11. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

Resolution No. 91-11

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$13,000,000;
PROVIDING FOR THE ISSUANCE AND SALE OF GENERAL OBLIGATION PROMISSORY NOTES THEREFOR; AND LEVYING A TAX
IN CONNECTION THEREWITH**

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, general obligation promissory notes (the "Notes") in an amount not to exceed \$13,000,000 for the public purpose of paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects; storm water control projects; park improvements; police, fire, public works, parks and storm water utility equipment; City development projects; fire department, City Hall, park and library building improvements; and upgrading computer software for general City purposes; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

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

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

J.1. It was moved by Alderperson Kennedy, seconded by Alderperson Nudo, to approve Award of Contracts for Projects:

a. 09-1011 New Road Construction 56th Street (64th Avenue to 68th Avenue) to Reesman's Excavating & Grading (Burlington, Wisconsin) in the amount of \$308,000. (District 16)

b. 10-1411 Parks Field Office Building Painting (3617 65th Street) to Nehl's Painting (Kenosha, Wisconsin) in the amount of \$31,000. (District 11) (Parks-Ayes 4: Noes: 0)

c. 11-2002 Overpass Painting (1100 block of 75th Street, 1300 Block of 63rd Street, 1300 Block of 56th Street) to Mill Coatings, Inc., (Suamico, Wisconsin) in the amount of \$127,000. (Districts 3, 7, 8)

J.1.1 It was then moved by Alderperson Bogdala, seconded by Alderperson Nudo to separate item J.1.b from the rest. On a voice vote, motion carried.

On roll call vote to approve items J.1.a and J.1.c, motion carried unanimously.

J.1.2 It was then moved by Alderperson Bogdala, seconded by Alderperson Misner to defer item J.1.b for two weeks. On roll call vote, motion failed.

J.1.3 It was moved by Alderperson Kennedy, seconded by Alderperson Haugaard to approve item J.1.b. On roll call vote, motion carried 15-1 (with Alderperson Bogdala voting nay).

On roll call vote, motion carried unanimously.

K. OTHER CONTRACTS AND AGREEMENTS

K.1. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to approve as amended by Finance Committee (*Part C-The City shall refund any interest earned to Wal-Mart*) Proposed Pre-Development Agreement between the City and Wal-Mart Real Estate Business Trust.

On roll call vote, motion carried 14-2 (with Alderpersons Nudo & Bostrom voting nay).

K.2. It was moved by Alderperson Bogdala, seconded by Alderperson Ruffolo, to approve Proposed Consulting Agreement between the City and Emerging Communities Corp. regarding Wal-Mart.

On roll call vote, motion carried 12-4 (with Alderpersons Kennedy, Nudo, Bostrom and Downing voting nay).

K.3. It was moved by Alderperson Green, seconded by Alderperson Ohnstad, to approve Proposed Extension of the Intergovernmental Agreement executed by the Menominee Indian Tribe of Wisconsin, the Menominee Kenosha Gaming Authority, City of Kenosha and the County of Kenosha.

A hearing was held. Eric Olson, representative of the Tribe, appeared and spoke. On a voice vote, motion carried 12-3 (with Alderpersons Ruffalo, Bostrom and Bogdala voting nay).

K.4. It was moved by Alderperson Kennedy, seconded by Alderperson Orth, to approve 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Intergovernmental Agreement between the City and County of Kenosha.

On roll call vote, motion carried unanimously.

K.5. It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia, to approve Contract by and Between the City and Macemon and Sons, Inc. to Raze Building at 5507 - 5511 22nd Avenue (Atlas Gym) in the amount of \$43,000.00.

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

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ruffolo, to approve Disbursement Record #12 - \$5,545,155.56.

On roll call vote, motion carried unanimously.

L.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve Change Order #1 for Project 11-1127 MacWhyte Site Storm Water Detention Basin (14th Avenue & 31st Street). (1st District)

On roll call vote, motion carried unanimously.

L.3. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad, to approve 2012 Community Development Block Grant (CDBG) Fund Allocation Plan.

A hearing was held. No one appeared. On a voice vote, motion carried.

It was moved by Alderperson Bogdala, seconded by Alderperson Ruffalo, to go into closed session for items L.4. & L.5. At 11:07pm. On a voice vote, motion carried. The Council reconvened at 11:25pm.

L.4. It was moved by Alderperson Bogdala, seconded by Alderperson LaMacchia, to concur with recommendation from Finance for Claim of Markeisha Bell.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Orth, seconded by Alderperson Ruffalo, to extend the meeting. On a voice vote, motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Monday, July 18, 2011

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

L.5. Discussion on the Status of Litigation between the County of Kenosha v. City of Kenosha Case No. 10-CV-3329.
No Action was Taken.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana to Approve the Distribution Overhead and Underground Easement between the City and WE Energies for Property in Petzke Park. (District #1)
On roll call vote, motion carried unanimously.

**N. RECOMMENDATIONS FROM THE COMMITTEE ON
PUBLIC SAFETY & WELFARE**

O. OTHER

O.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to Approve Conditional Use Permit for a 18,750 s.f. Self-Service Storage Building to be located at 4217 Green Bay Rd. (16th District)(Barth Storage)
A hearing was held. No one appeared. On a voice vote, motion carried.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Prozanski, seconded by Alderperson Kennedy, to adjourn at 11:30 p.m.
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**MICHAEL HIGGINS
CITY CLERK/TREASURER**

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
Monday, August 1, 2011**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:06 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Marks, Green, Nudo, Bostrom, Misner, Prozanski, Orth, Downing and Bogdala. Alderperson Kennedy arrived during Citizens Comments. Alderperson Ruffalo was excused.

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.

Two (2) Citizens spoke during Citizen's Comments: Robert Jenewein and Tom Kandathal.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. Proposed Ordinance by Alderpersons Anthony Nudo & Michael Orth – To Repeal and Recreate Section 1.06(P) of the Code of General Ordinances Regarding the Legislative Commission.

TO THE CITY PLAN COMMISSION

A.2. Zoning Ordinance to Create Subsection 18.02 h. of the Zoning Ordinance to adopt a new Comprehensive Outdoor Recreation Plan as referenced in the Comprehensive Plan for the City of Kenosha: 2035.

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

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

- a. 20 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
 - b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
 - c. 3 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
 - d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.
- On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve applications for new Operator's (Bartender) licenses:

- a. Dallas Kavina (0 demerit points)
- b. Heather Thrasher (20 demerit points)
- c. Adam Karaway (60 demerit points)
- d. Angela Sutherland (60 demerit points)
- e. Tanya Smith (80 demerit points)

A hearing was held. No one appeared. On a voice vote, motion carried.

C.2. It was moved by Alderperson Green, seconded by Alderperson LaMacchia, to approve application of Angela Parisi for a new Operator's (Bartender) license, subject to 20 demerit points.

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

C.3. It was moved by Alderperson Green, seconded by Alderperson LaMacchia, to approve application of Alejandra Estevez for a new Operator's (Bartender) license, subject to 20 demerit points.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

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

C.4. It was moved by Alderperson Nudo, seconded by Alderperson Green, to approve applications for renewal Operator's (Bartender) licenses:

- a. Michael Hibbler (0 demerit points)
- b. Jennifer Licary (20 demerit points)
- c. Kimberly Cantrell (40 demerit points)
- d. Michele Dechiara (non-renewal revocation)

A hearing was held. No one appeared. On a voice vote, motion carried.

C.5. It was moved by Alderperson Green, seconded by Alderperson Kennedy, to DENY applications for new Operator's (Taxi Driver's) licenses:

- a. Bradley Eskola (material police record and false application)
- b. Brandon Griffin (material police record and false application)
- c. Patrick Stern (material police record and false application)

A hearing was held. No one appeared. On a voice vote, motion carried.

C.6. It was moved by Alderperson Downing, seconded by Alderperson Michalski, to DENY application of Wisconsin CVS Pharmacy, LLC, Michael Martin, Agent, for a Class "A" Beer/"Class A" Liquor License located at 3710-57th Ave (CVS/Pharmacy #2933) (to be effective August 2, 2011 with No Adverse Recommendation). (16th District)

A hearing was held. The applicant did not appear. On a voice vote, motion carried 15-1 (with Alderperson Kennedy voting nay).

C.7. It was moved by Alderperson Nudo, seconded by Alderperson LaMacchia, to approve application of NNW Kenosha, LLC, Tim Dorr, Agent, for a Class "B" Beer/"Class C" Wine License located at 7435 - 117th Ave., Ste. A, (Nick-N-Willy's Pizza), to be effective August 2, 2011, subject to 20 demerit points. (17th District)

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

C.8. It was moved by Alderperson Nudo, seconded by Alderperson Haugaard, to approve application of Peter Zekovic, (Pete's Place, 4520-8th Ave) for a change of the closing hours to midnight on the Outdoor Extension.

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

C.9. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to approve application of Captain Mike's Kenosha Tavern, LLC, (Captain Mike's Lighthouse Pub, 5118-6th Ave), for a change of the closing hours to midnight on the Outdoor Cafe Area.

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

C.10. It was moved by Alderperson Green, seconded by Alderperson LaMacchia, to approve application of Donna Landers for a Pet Fancier Permit.

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

C.11. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to approve application of Kevaron, Inc, (Cooler Near the Lake, 506-56th St) for an Outdoor Cafe Area License.

A hearing was held. The applicant was present and spoke. On roll call vote, motion carried 13-3 (with Alderperson Ruffolo, Prozanski, and Bogdala voting nay).

C.12. It was moved by Alderperson Nudo, seconded by Alderperson Green, to defer application of Washington Park Tavern, Inc, (Stan's Place, 1510 Washington Rd) for an Outdoor Cafe Area License.

A hearing was held. The applicant did not appear. On a voice vote, motion carried 13-3 (with Alderperson LaMacchia, Prozanski, and Orth voting nay).

C.13. It was moved by Alderperson Nudo, seconded by Alderperson Juliana, to approve application of Bonnie Mirkiewicz (5000-7th Ave, Forever Grateful) for a Public Entertainment License for Saturday, August 13, 2011.

A hearing was held. The applicant did not appear. On a voice vote, motion 15-0-1 (with Alderperson Green abstaining).

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

Monday, August 1, 2011

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

D. ORDINANCES 1ST READING

E. ZONING ORDINANCES 1ST READING

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

E.1. By Alderpersons Ray Misner & Steve Bostrom - To Repeal and Recreate Section 8.04 B. regarding Certificate of Occupancy Prohibitions, To Create Subsection 8.04 B.2 regarding owner's failure to obtain a required Certificate of Occupancy and to To Create Subsection 8.04 G. (of the Zoning Ordinance for the City) Entitled Penalties.

E.2. By the Mayor - To Create Subsections 18.02 e. and 18.02 f. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City (2035, District 16).

E.3. By the Mayor - To rezone property at 3720 Roosevelt Road from B-2 Community Business District to RG-1 General Residential District in Conformance with Section 10.02 (of the Zoning Ordinance, District #13). (Banks of Wisconsin)

E.4. By the Mayor - To rezone properties at 2929 75th Street from M-1 Light Manufacturing District and RG-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 (of the Zoning Ordinance, District #13). (Southport Lumber Company)

On a voice vote, motion carried.

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Ohnstad, seconded by Alderperson Prozanski, to adopt Ordinance 33-11. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 33-11

BY: ALDERPERSON DANIEL PROZANSKI, JR.

ALDERPERSON JAN MICHALSKI

ALDERPERSON LAWRENCE F. GREEN

ALDERPERSON MICHAEL ORTH

TO RENUMBER SECTIONS 7.201, 7.21, 7.22, AND 7.23 AS 7.23, 7.26, 7.25, AND 7.24

RESPECTIVELY AND TO CREATE 7.22 ENTITLED "CELL PHONE USE WHILE DRIVING"

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Sections 7.201, 7.21, 7.22, and 7.23 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as Sections 7.23, 7.26, 7.25, and 7.24 respectively. Section Two: Section 7.22 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows: 7.22

CELL PHONE USE WHILE DRIVING A. Definitions as used in this Section, the term: 1. "Electronic Sound-producing Device" means a portable media player, radio integral with a motor vehicle, or Wireless Telecommunications Device. 2. "Engage in a wireless communication" means talking; writing, sending, or reading a text-based communication, which text-based communications include, but are not limited to, text messaging, instant messaging, or emailing; or listening on a Wireless Telecommunications Device. 3. "Hands-free mode" means the use of a wireless communications device with a speaker phone, headset, or earpiece. 4. "Headphones" mean a pair of small loudspeakers with a means of holding them close to a user's ears and a means of connecting, either physically or remotely, to a signal source such as an audio amplifier, radio or compact disc player, which term headphone includes, but is not limited to, stereophones, headsets, earphones, or earbuds. 5. "Wireless Telecommunications Device" means a cellular telephone, a text-messaging device, a personal digital assistant, a stand alone computer, or any other substantially similar wireless device that is used to initiate or receive a wireless communication with another person. It does not include hearing aids, citizens band radios, citizens band radio hybrids, commercial two-way radio communication devices, subscription-based emergency communications, in-vehicle security, navigation, and remote diagnostics systems or amateur or ham radio devices. B. Prohibitions 1. No person may operate a moving motor vehicle on any highway within this City while holding a wireless communications device to his or her ear while either: a. passing the school zones that

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

are subject to regulation pursuant to §118.08(1) of the Wisconsin Statutes; or b. passing through a construction area or a utility work area that would otherwise subject the operator of a motor vehicle to increased forfeitures for excessive speeds pursuant to § 346.60(3m) of the Wisconsin Statutes, regardless of the speed at which the person was traveling. 2. No person who has an instruction permit or who has a Class D license and is under 19 years of age may operate a motor vehicle on any highway within this City while engaging in a wireless communication using a Wireless Telecommunications Device, while engaging in Internet interaction, while engaging cell-phone applications, or while engaging an Electronic Sound-producing Device through the use of two headphones covering or within both ear canals. 3. No person may operate a transit or for-hire motor vehicle on any highway within this City while engaging in a wireless communication using a Wireless Telecommunications Device, engaging in Internet interaction, or engaging cell-phone applications. C. Exceptions 1. The prohibitions of this Subsection B shall not apply to a person who engages in a wireless communication using a Wireless Telecommunications Device: a. To report a traffic accident, medical emergency, or serious road hazard; b. To report a situation in which the person believes his or her personal safety is in jeopardy; c. To report or avert illegal activity; or d. To engage in a wireless communication while the motor vehicle is lawfully parked; or e. While operating an authorized emergency vehicle, or a tow truck that is responding to a disabled vehicle. 2. The prohibitions of paragraph B.1 shall not apply to a person who engages in a wireless communication using a Wireless Telecommunications Device: a. in hands-free mode; or b. to relay information that is time sensitive between a transit or for-hire operator and that operator's dispatcher, in which the device is permanently affixed to the vehicle. D. Primary Enforcement Authorized Upon probable cause, a law enforcement officer may stop a vehicle wherein a violation of this section has been occurring. E. Penalties. Any person who violates this Section shall, upon conviction thereof, be subject to a forfeiture of One Hundred Fifty (\$150.00) Dollars for the first violation, and One Hundred Fifty (\$150.00) Dollars for the second and all subsequent violations, together with the costs of prosecution, surcharges, penalties, and fees and in default of payment thereof, shall be committed to the County Jail for a period not to exceed ninety (90) days. Any person who violates this Section, resulting in a traffic accident, shall, upon conviction, be subject to a forfeiture of Five Hundred (\$500.00) Dollars, together with costs of prosecution, surcharges, penalties, and fees and in default of payment thereof, shall be committed to the County Jail for a period not to exceed ninety (90) days. Section 3: This Ordinance shall become effective on January 1, 2012, after passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

F.2. It was moved by Alderperson Nudo, seconded by Alderperson Green, to adopt Ordinance 34-11. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:.

ORDINANCE NO. 34-11

BY: ALDERPERSON ANTHONY NUDO

**TO CREATE SECTION 1.03 D.5 OF THE CODE OF GENERAL ORDINANCES REGARDING
PRINCIPAL SPONSORSHIP OF ORDINANCES AND RESOLUTIONS**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 1.03 D.5 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows: Each ordinance and resolution shall have a Principal Sponsor, who is a person capable of sponsoring an ordinance or resolution and who directs and approves the language used in the ordinance or resolution proposed to the Common Council. In addition to a Principal Sponsor, each ordinance or resolution may have Co-sponsors who, in conjunction with the Principal Sponsor, agrees to support the passage of the legislation. Only the Principal Sponsor may direct changes to the text of the proposed ordinance or resolution prior to adoption by the Common Council, which changes shall be communicated as soon as practicable by the City Attorney to the named Co-sponsors except the Common Council may, by majority vote, amend the proposed ordinance or resolution at the time it is considered for action in any manner

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

except the addition or removal of Principal Sponsor or Co-sponsors unless said addition or removal is the Common Council. The Principal Sponsor and the Co-sponsors shall be separately designated on the ordinance proposal. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

F.3. It was moved by Alderperson Nudo, seconded by Alderperson Prozanski, to table the proposed Ordinance: By Alderpersons Anthony Nudo, Michael J. Orth, Steve Bostrom - To Renumber Section 4.08 Regarding Penalties as Section 4.09 and to Create Section 4.08 (of the Code of General Ordinances) Regarding Disclosure of Health Care Costs. On roll call vote, motion carried unanimously.

F.4. It was moved by Alderperson Misner, seconded by Alderperson LaMacchia, to adopt Ordinance 35-11. A public hearing was held. No one spoke for or against said ordinance.

F.4.1 It was then moved by Alderperson Misner, seconded by Alderperson Downing, to amend section 2 by changing the amount from \$5.00 to \$10,000. On a voice vote, motion carried.

F.4.2 It was then moved by Alderperson Green, seconded by Alderperson Nudo, to approve the amendment of Paragraph 4 by changing the wording to read: *“Organization” means any non-stock corporation, non-profit association or any other non-profit legal entity other than a natural person.*” On a voice vote, motion carried 15-1 (with Alderperson Kennedy voting nay).

F.4.3 It was then moved by Alderperson Misner, seconded by Alderperson LaMacchia, to approve as amended. On roll call vote, motion carried 14-2 (with Alderpersons Marks & Kennedy voting nay) and said ordinance was thereupon adopted as follows:

ORDINANCE NO. 35-11

BY: ALDERPERSON RAY MISNER

**TO CREATE SECTION 2.22 REGARDING INFORMATION TO BE PROVIDED BY
ORGANIZATIONS SEEKING FUNDING OR FOREBEARANCE FROM THE CITY OF
KENOSHA**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Section 2.22 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows: 2.22 MANAGEMENT IDENTIFICATION BY APPLICANTS FOR CITY FUNDING A. Definitions. 1. “City Property” means all property, real or personal, tangible or intangible, owned or controlled by the City of Kenosha. The term “city property” includes park property owned by the City or administered pursuant to Wisconsin Statutes by the Parks Commission. 2. “Funding” for purposes of this section is broadly construed to include the provision by the City of anything of value greater than ten thousand dollars (\$10,000.00) for less than full consideration in return. The term specifically includes, but is not limited to, grants, loans for at interest rates at less than market rates, rents for city property at less than market rates, waivers of user fees for city property. The term “funding” specifically excludes the provision of parks for organized sports programs, library material or meeting rooms, museum meeting rooms, or the closure of streets, the temporary right to occupy the public right of way pursuant to Chapter 5 of the Code of General Ordinances, or trees for lawn park areas. 3. “Management Identification” means the provision of name, annual compensation, and benefit package description of all officers, directors, managers, members, partners, and employees who receive at least \$50,000.00 per year from the organization in annual income of the type reportable to the Internal Revenue Service. 4. “Organization” means any non-stock corporation, , non-profit association or any other non-profit legal entity other than a natural person. B. Requirement. Prior to deliberation on the request for funding by the City of Kenosha, an organization must first file management identification with the City. C. Place of Filing Management Identification. If an application is required by the City of the organization for funding, management identification shall be filed with the office receiving the application. If no application is required by the City of the organization for funding, management identification shall be filed with the City Clerk. Section Two: This Ordinance shall become effective upon passage and publication.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

F.5. It was moved by Alderperson Ruffolo, seconded by Alderperson Misner, to defer the proposed Ordinance for two weeks: By the Mayor - To Create Chapter XXIX of the Code of General Ordinances Entitled "Statement of Economic Interest by City Officers, Employees and Candidates for Elective City Office"; To Repeal and Recreate Subsection 30.06 L. Regarding Not-for-Profit Affiliations and to Create Section 30.07 Entitled "Statement of Economic Interest"

On a voice vote, motion 15-1 (with Alderperson Nudo voting nay).

G. ZONING ORDINANCES 2ND READING

G.1. It was moved by Alderperson Downing, seconded by Alderperson Juliana, to approve the following Ordinance: By the City Plan Commission - To Create Subsection 18.02 d. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City (2035, District #16) (Sai Ram Real Estate Management, LLC).

At this time, approximately 8:12 pm, it was moved by Alderperson Kennedy, seconded by Alderperson Michalski to recess. On roll call vote, motion carried unanimously. The Common Council reconvened at approximately 8:25 pm.

G.1.1 It was then moved by Alderperson Bogdala, seconded by Alderperson Orth, to defer for two weeks. On a voice vote, motion carried 15-1 (with Alderperson Kennedy voting nay).

G.2. It was moved by Alderperson Juliana, seconded by Alderperson Downing, to adopt Ordinance 36-11.

A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried 12-4 (with Alderpersonws Ruffolo, Kennedy, Bostrom & Orth voting nay) and said ordinance was thereupon adopted as follows:

ZONING ORDINANCE NO. 36-11

BY: ALDERPERSON JESSE L. DOWNING

**TO CREATE SUBSECTION 3.12 E. OF THE ZONING ORDINANCE FOR THE CITY OF
KENOSHA REGARDING CLASS "A", "CLASS A" LICENSE LOCATIONS.**

The Common Council of the City of Kenosha, Wisconsin, do ordain as follows: Section One: Subsection 3.12 E. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows: E. Class "A", "Class A" License Locations. 1. Intent and Purpose. The proliferation and clustering of Class "A" Beer and "Class A" Liquor Licenses as detailed by Chapter 10 of the Code of General Ordinances in limited areas within the City creates an undesirable image of the vitality of the commercial districts and the community as a whole. A high density of licensed establishments within close proximity can result in negative impacts to the adjacent and surrounding residential areas where such businesses may be located. Because there are a limited amount of Licenses available the City desires to ensure that the entire community is subject to service. 2. Location. a. No Class "A" License shall be located within 2,640 feet of any other City issued Class "A" License, unless the proposed location held a Class "A" License within the three hundred sixty-five (365) days preceding the application. b. No "Class A" License shall be located within 5,280 feet of any other City issued "Class A" License, unless the proposed location held a "Class A" License within the three hundred sixty-five (365) days preceding the application. c. Standards of Measurement. The distances identified in this Section shall be measured in a straight line, without regard to intervening structures or objects from the closest point of the structure proposed for occupancy by the licensed Class "A" or "Class A" business, whichever is applicable, to the nearest point of the structure licensed from which the proposed License is to be separated. d. Special Exceptions. (1) Procedure. Upon written determination of the Department of City Development that the proposed location for a new Class "A" or "Class A" License is prohibited pursuant the provisions of §3.12 E.2., a special exception request from the terms of §3.12 E.2. may be made in writing to the Department of City Development. The Common Council is designated the authority for granting a special exception from the

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

requirements of §3.12 E.2. The City Plan Commission shall review each request for a special exception and after public hearing make a recommendation to the Common Council. Any special exception granted shall be considered unique to the project and will not set any precedent for future decisions. The special exception shall be limited to the terms of §3.12 E.2. and provides no licensing rights to the applicant. An applicant must qualify for a license pursuant to Wis. Stats. Chapter 125 and Chapter 10 of the Code of General Ordinances, City of Kenosha. (2) Criteria. The City consider granting a special exception from the terms of §3.12 E.2. if: (a) Whether the proposed development will have a substantial positive impact upon the surrounding properties, neighborhood within 5,280 feet of the development and the City of Kenosha. (b) Whether the proposed development will have a significant, positive influence on the City economy; and, (c) Whether the proposed development is compatible with the overall purpose of the land use and consistent with the City and neighborhood plans. Section Two: This Ordinance shall become effective upon passage and publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

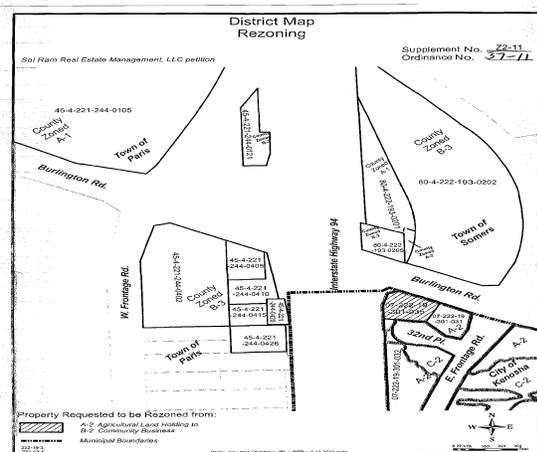
MICHAEL K. HIGGINS, CITY CLERK

G.3. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to adopt Ordinance 37-11. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

REZONING ORDINANCE NO. 37-11

BY: THE MAYOR

**Zoning: TO REZONE PROPERTY LOCATED AT 11809 BURLINGTON
ROAD FROM A-2 AGRICULTURAL LAND HOLDING DISTRICT TO B-2 COMMUNITY
BUSINESS DISTRICT IN CONFORMANCE WITH SECTION 10.05 OF THE ZONING
ORDINANCE, DISTRICT #16. [SAI RAM REAL ESTATE MANAGEMENT, LLC]**



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. Z2-11 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 9th day of June, 2011, 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. Maps are available for viewing in the Office of the City Clerk.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

H. RESOLUTIONS

It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to adopt Resolutions 92-11 thru 93-11. On roll call vote, motion carried 11-5 (with Alderpersons Ruffolo, Nudo, Bostrom, Misner and Bogdala voting nay) and said resolution was thereupon adopted as follows:

H.1. RESOLUTION NO: 92- 11

BY: THE MAYOR

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

**TO AMEND RESOLUTION #179-10 APPROVING A THREE-LOT CERTIFIED SURVEY MAP
Property located at 28th Avenue and 21st Street (Kandathil-East)**

WHEREAS, The Common Council of the City of Kenosha, Wisconsin approved Resolution #179-10 relating to a three-lot Certified Survey Map located at 28th Avenue and 21st Street; and WHEREAS, The Owner of the property is unable to record the Certified Survey Map within the required six (6) month period permitted and has requested a six (6) month extension; and BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that Condition #4 of Resolution #179-10 be amended to read that the Certified Survey Map shall be null and void if not recorded within six (6) months of approval of this Amendment by the Common Council.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

H.2. RESOLUTION NO: 93 - 11

BY: THE MAYOR

**TO AMEND RESOLUTION #180-10 APPROVING A THREE-LOT CERTIFIED SURVEY MAP
Property located at 28th Avenue and 21st Street (Kandathil-West)**

WHEREAS, The Common Council of the City of Kenosha, Wisconsin approved Resolution #180-10 relating to a three-lot Certified Survey Map located at 28th Avenue and 21st Street; and WHEREAS, The Owner of the property is unable to record the Certified Survey Map within the required six (6) month period permitted and has requested a six (6) month extension; and BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that Condition #4 of Resolution #180-10 be amended to read that the Certified Survey Map shall be null and void if not recorded within six (6) months of approval of this Amendment by the Common Council.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

H.3. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to adopt Resolution 94-11. On roll call vote, motion carried 15-1 (with Alderperson Marks voting nay) and said resolution was thereupon adopted as follows:

RESOLUTION #94-11

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN AMENDMENT FOR TAX INCREMENTAL DISTRICT #4,
CITY OF KENOSHA, WISCONSIN, UNDER SECTION 66.1105(4)(h)1., WISCONSIN
STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a project plan for a tax incremental district; and WHEREAS, the City Plan Commission on June 23, 2011, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for Tax Incremental District #4, City of Kenosha, Wisconsin; and WHEREAS, the Project Plan Amendment involves transferring \$2,000,000 from a Development Grant for public utility improvements for the Chrysler Engine Plant to public administrative, legal, demolition, investigation, remediation and any other costs associated with the environmental cleanup of the former Chrysler Engine Plant at 52nd Street and 30th Avenue and transferring \$2,000,000 from Housing Rehabilitation and Public Facilities Loan Program to a Housing Rehabilitation and Commercial Loan Program as described in and attached hereto as Exhibit "A"; and WHEREAS, at said meeting, The City Plan Commission, under Section 66.1105(4)(h) 1., Wisconsin Statutes found the Project Plan Amendment for Tax Incremental District #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, adopted the Project Plan Amendment, and favorably

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

recommended that the Common Council of the City of Kenosha adopt the Project Plan Amendment. NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it: 1. Finds the Project Plan Amendment for Tax Incremental District #4, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and 2. Deems the Project Plan Amendment for Tax Incremental District #4, City of Kenosha, Wisconsin, to be in the public interest and for a proper public purpose; and, 3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and 4. Finds that the project costs relate directly to eliminating "blight" within the District consistent with the purpose for which the Tax Incremental District was created. BE IT FURTHER RESOLVED, that the Common Council of the City of Kenosha, Wisconsin, adopts and approves the Project Plan Amendment for Tax Incremental District #4, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

EXHIBIT "A"
PROJECT PLAN AMENDMENT
TAX INCREMENTAL DISTRICT #4

The Project Plan Amendment is to transfer \$2,000,000 from a Development Grant for public utility improvements for the Chrysler Engine Plant to public administrative, legal, demolition, investigation, remediation and any other costs associated with the environmental cleanup of the former Chrysler Engine Plant at 52nd Street and 30th Avenue. The purpose of the Project Plan Amendment is to also transfer \$2,000,000 from Housing Rehabilitation and Public Facilities Loan Program to a Housing Rehabilitation and Commercial Loan Program.

Neither transfer will result in an increase in the TID budget because both are transfers of existing funds.

The Amendment will not change the TID's termination date of January 1, 2031.

The Amendment will not change the boundaries of the TID.

The following map has been revised to reflect the Project Plan Amendment.

Proposed Improvements & Uses (2011)

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

H.4. It was moved by Alderperson Ruffolo, seconded by Alderperson Green, to adopt Resolution 95-11. On roll call vote, motion carried unanimously and said resolution was thereupon adopted as follows:

Resolution No. 95-11

By: the Mayor

RESOLUTION AWARDING THE SALE OF

\$13,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2011

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on July 18, 2011 (the "Initial Resolution"), authorized the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes for the public purpose of paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects; storm water control projects; park improvements; police, fire, public works, parks and storm water utility equipment; City development projects; fire department, City Hall, park and library building improvements; and upgrading computer software for general City purposes (the "Project"); WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes; WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory notes (the "Notes") authorized by the Initial Resolution to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal"). NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that: Section 1. Authorization and Sale of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THIRTEEN MILLION DOLLARS (\$13,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of THIRTEEN MILLION DOLLARS (\$13,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery. Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2011"; shall be issued in the

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

aggregate principal amount of \$13,000,000; shall be dated August 17, 2011; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on May 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2012. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on May 1, 2021 shall be subject to redemption prior to maturity, at the option of the City, on May 1, 2019 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions. (A) **Direct Annual Irrepealable Tax Levy.** For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2011 through 2020 for the payments due in the years 2012 through 2021 in the amounts set forth on the Schedule. (B) **Tax Collection.** So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below. (C) **Additional Funds.** If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account. (A) **Creation and Deposits.** There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$13,000,000 General Obligation Promissory Notes, Series 2011, dated August 17, 2011" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes. (B) **Use and Investment.** No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations"). (C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise. Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account. Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations. Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the Project financed by the Notes and the ownership, management and use of the Project will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations. (b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply. Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects. Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent"). Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer. The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer. Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date. Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office. Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser. Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes). The City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking. Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book. Section 18. Bond Insurance. If the Purchaser of the Notes determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein. Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law. Adopted this 1st day of August, 2011.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

MICHAEL K. HIGGINS, CITY CLERK

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

I.1. It was moved by Alderperson Green, seconded by Alderperson Ohnstad, to approve the appointment of Alderman Theodore Ruffalo to the Lakeshore Business Improvement District Board of Directors for a term to expire November 18, 2011.

On a voice vote, motion carried.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

K.1. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad, to approve as amended by the Finance Committee (*Section 8 changed Paragraph 8 to 9*) Proposed Consulting Agreement between the City and Street Piazza Marche, LLC regarding Wal-Mart.

On roll call vote, motion carried 12-4 (with Alderpersons Kennedy, Nudo, Bostrom, and Downing voting nay).

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

L.1. It was moved by Alderperson Prozanski, seconded by Alderperson Green, to approve Disbursement Record #13 – \$5,257,946.43.

On roll call vote, motion carried unanimously.

L.2. It was moved by Alderperson Bodgala, seconded by Alderperson Kennedy, to deny the Request to Rescind Re-Inspection Fees Special Assessment for Property 3408-3536 52nd Street (Parcel 09-222-36-254-001) in the Amount of \$740.00.

A hearing was held. The applicant did not appear.

L.2.1 It was then moved by Alderperson Nudo, seconded by Alderperson Bostrom, to defer. On a voice vote, motion failed.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
Monday, August 1, 2011**

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

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

L.3. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana, to approve the Request to Rescind Re-Inspection Fee for Property 2925-61st Street (Parcel 01-122-01-128-004) in the Amount of \$72.00.

A hearing was held. The applicant did not appear. On roll call vote, motion carried unanimously.

L.4. It was moved by Alderperson Bogdala, seconded by Alderperson Green, to deny the Request to Rescind Special Assessment on Parcel 04-122-12-227-005 for Snow Removal (3521-75th St).

A hearing was held. The applicant did not appear. On roll call vote, motion carried unanimously.

L.5. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to receive and file KABA 2nd Quarter Loan Report.

On a voice vote, motion carried.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

**N. RECOMMENDATIONS FROM THE COMMITTEE ON
PUBLIC SAFETY & WELFARE**

O. OTHER

O.1. It was moved by Alderperson Kennedy, seconded by Alderperson Downing, to approve Conditional Use Permit Amendment for a 521 s.f. Kitchen Addition to the Existing Gas Station/Convenience Store at 3920 Washington Road. (District 5) (Kwik Trip)

On roll call vote, motion carried unanimously.

O.2. It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve Appointment of Larry Zarletti to the Director position of Kenosha Joint Services.

On roll call vote, motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Juliana, seconded by Alderperson Green, to adjourn at 9:22 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**MICHAEL HIGGINS
CITY CLERK/TREASURER**

**Application for a Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine
and/or Class "B" Beer License(s)**
City Ordinance 10.075
Fee: \$50.00 (Type 211)

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Please file permanent outdoor extension application accompanied by an outdoor dining area application. Does the outdoor area obstruct the public-right-of-way? Yes No
2. List date or dates (not to exceed three (3) days): 9/17/11
3. Name of Applicant: ANTONIO'S PIZZA & PASTA LLC
4. Address of Retail "Class B", "Class C" and/or Class "B" premises 8410-52ND STREET
5. Business Name: ANTONIO'S PIZZA & PASTA LLC
6. Home Phone (262) 344-2083 Business Phone: (262) 652-5555
7. What type of activity is planned for the outdoor area? ROCK THE BLOCK
8. A detailed map describing the outdoor area is required. Check here if map is attached.

For Office Use Only: To be completed by Neighborhood Services and Inspection staff:

- a. Zoning Classification: B2 (If zoned single-family residential, waiver required-choose #9b)
 - b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling* Yes No (If no, waiver required-choose waiver #9a, or #9b)
*Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others
- Distance from nearest single-family dwelling: 30+ Preliminary approval granted Yes No
- Waiver Required? Yes No If yes, which waiver is required 9a or 9b
- By: [Signature] Zoning Coordinator Inspection Date:

9. Waiver Criteria:

A waiver from the single-family zoning and dwelling distance requirement may be waived by the Common Council upon submittal of appropriate waiver:

- Waiver 9a. Premise is located wholly within an area zoned Institutional Park (IP).
- Waiver 9b. The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.*

Attach the appropriate waiver and submit to the City Clerk's Office at least fourteen (14) days before a Common Council meeting. Common Council meeting are held the 1st and 3rd Mondays of each month.

Waiver attached Yes No

10. Is there a fence surrounding the area? If not are you requesting the Common Council waive this requirement? Yes No

Yes

no

09 222 36 181
[Signature]

Application for Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075 Fee: \$150.00 (Type 210) Page Two

11. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if you are zoned as listed on the "request to change closing hours". Check here if you have attached a request to change the closing hours to this application. Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. Applicant acknowledges receiving a copy of Ordinance 10.075 and agrees to comply with its terms and conditions should this application be approved. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign)

Wale S. Roca
(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 5th DAY OF August, 11

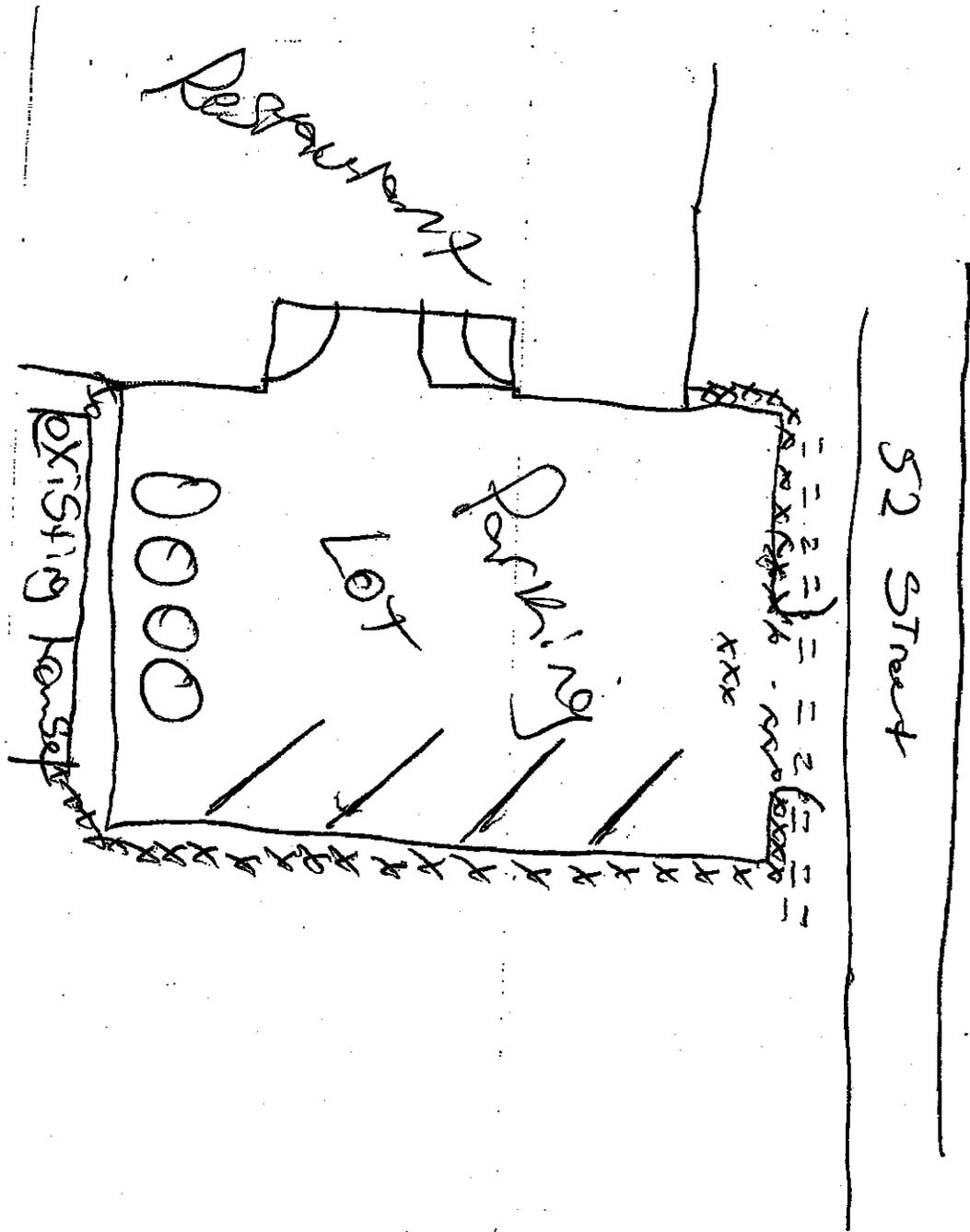
Doc S. [Signature]
Notary Public, My commission expires 3/15/15

For Office Use Only - To be Completed by City Clerk Staff

Date Received 8/5/11 Does this application require Council to waive fence requirement (question 10)? _____
Council Date _____

#Demerit Points _____ *

*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.



- ↘
- → Proposed Entrance
 - → Proposed Live
 - → Proposed
 - X → Proposed
 - → Side

TEMPORARY OUTDOOR EXTENSION WAIVER #9B

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

WAIVER REQUEST/RESTAURANT

Licensee Name ANTONIO'S PIZZA + PASTA LLC

Trade Name ANTONIO'S PIZZA + PASTA LLC

Trade Address 2410-52ND STREET

PLEASE NOTE: MUST BE FILED FOURTEEN (14) DAYS BEFORE A COUNCIL MEETING

Applicant has applied for an extension of their Retail "Class B" Liquor, "Class C" Wine and/or Class "B" Fermented Malt Beverage Licenses in accordance with §10.075 of the Code of General Ordinances and requests a waiver of all of the prohibitions set forth in Section D(1) and D(3) thereof because the licensed premises, including the outdoor area, is primarily a restaurant, with the sale of alcoholic beverages accounting for less than fifty (50%) percent of the establishment's gross receipts, or the business is located wholly within an area zoned B-1, B-2, B-3 or B-4. Please find below a list of names and addresses of all property owners residing within 100 feet of the boundaries of the outdoor area sought to be included within the description of the Retail Class "B" Beer/"Class B" Liquor or "Class C" Wine licensed premises.

See Attached

Rob L. Furr
(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 5 OF August, 2011

Dee Hoff
Notary Public

My commission expires 3/15/15

2400-52 ST	J. Rogowski Properties LLC
2402-52 ST	J. Rogowski Properties LLC
2322-52 ST	Jesus N. Anaya
2422-52 ST	George Lyons
2500-52 ST	Sunset Grille LLC
2419-52 ST	Keith D Burton
2420-52 ST	Thomas Leech
2414-52 ST	Joe Cucchetto
2325-52 ST	Lawrence Kavakuskas
2409-52 ST	MMM Investments LLC
2425-52 ST	C-WR-ALB LLP
5140-24 Ave	SL NIDE Properties II LLC
5132-24 Ave	William Rogers
5133-24 Ave	Roland Macana
5127-24 Ave	SL NIDE Properties I LLC
5126-24 Ave	Jeffery Dwoos
5122-24 Ave	Bernhard Bantmer
5118-24 Ave	Adan Ochoa
5120-24 Ave	Adan Ochoa
5121-25 Ave	Nicholas Beeson
5124-25 Ave	Imo Gosey
5127-25 Ave	Miguel Rodriguez
5131-25 Ave	Kelle-Laura Rogers

Over

5128-25 Ave
5132-25 Ave
5134-25 Ave
5136-25 Ave
5138-24 Ave
5140-24 Ave

Sam Pizzella
Tyler Melis
Lloyd Janis
Lloyd Janis
Lloyd Janis
Lloyd Janis

Zimbra

pblise@kenosha.org

± Font size -

2410 52nd Street (Antonio's Pizza) - Temporary Outdoor Extension Application: September 17, 2011

From : Paula Blise <pblise@kenosha.org>

Mon, Aug 08, 2011 03:26 PM

Subject : 2410 52nd Street (Antonio's Pizza) -
Temporary Outdoor Extension
Application: September 17, 2011**To :** John DeMario<jdemario@kenosha.org>, William
Brydges <wbrydges@kenosha.org>,
Mike Higgins
<mhiggins@kenosha.org>, Paula Blise
<pblise@kenosha.org>, Karen
Forsberg <kforsberg@kenosha.org>,
Diane Hoff <dhoff@kenosha.org>**Cc :** Patrick Juliana

<district7@kenosha.org>

Reply To : Paula Blise <pblise@kenosha.org>

All,

I am in receipt of a request for a temporary outdoor extension application for an event to be held 9/17/11.

The area to be utilized (parking lot) is 25' or more from single-family dwellings and meets the outdoor extension requirements.

A fence permit shall be required to install the temporary fence, as proposed. It is recommended that Committee/Council stipulate that approval is granted contingent upon the fence permit being obtained.

Due to time constraints; this e-mail shall suffice as the zoning review for the above property.

It should be noted that the applicant indicates on a drawing that "live entertainment" is proposed. If that is the case, a cabaret license shall be required.

Note to City Clerks: Please include this e-mail with the applicant's original application request.

Thank you,

Paula

Paula A. Blise, MBA, CCEA
City of Kenosha Zoning Coordinator
Dept. of Neighborhood Services & Inspections
625-52nd Street, Room 100, Kenosha, WI 53140
Phone: 262.653.4263 Fax: 262.653.4254

**Application for a Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine
and/or Class "B" Beer License(s)
City Ordinance 10.075
Fee: \$50.00 (Type 211)**

1. If the temporary Outdoor Area obstructs the public right-of-way, a temporary outdoor extension does not apply. Please file permanent outdoor extension application accompanied by an outdoor dining area application. Does the outdoor area obstruct the public-right-of-way? Yes No

2. List date or dates (not to exceed three (3) days): Sept. 3rd 2011

3. Name of Applicant: Kevin Koprowe / I.T. Warehouse Inc.

4. Address of Retail "Class B" "Class C" and/or Class "B" premises: 2623-30th Ave. Kenosha, WI.

5. Business Name: Clubhouse Pub & Grill 53144

6. Home Phone: 262-496-9200 Business Phone: 262-551-0886

7. What type of activity is planned for the outdoor area? Large anniversary party

8. A detailed map describing the outdoor area is required. Check here if map is attached.

For Office Use Only: To be completed by Neighborhood Services and Inspection staff:

a. Zoning Classification: B2 (If zoned single-family residential, waiver required-choose #9b)

b. The outdoor area sought is twenty-five (25') feet or more from any single-family dwelling* Yes No (If no, waiver required-choose waiver #9a, or #9b)
**Requirement shall not apply to two-family, multi-family, B-1, B-2, B-3, B-4 districts, or dwellings within twenty-five (25') feet of said boundary if occupied by the applicant and/or his/her immediate family and no others*

Distance from nearest single-family dwelling: 40' (+) Preliminary approval granted Yes No

Waiver Required? Yes No If yes, which waiver is required 9a or 9b 8/10/11

By: [Signature] Zoning Coordinator Inspection Date:

9. Waiver Criteria:

A waiver from the single-family zoning and dwelling distance requirement may be waived by the Common Council upon submittal of appropriate waiver:

Waiver 9a. Premise is located wholly within an area zoned Institutional Park (IP).

Waiver 9b. The business is categorized as a restaurant as defined by Section 5.046 A.9. *Restaurant. Restaurant shall be defined as any building or room where, as the establishment's primary business, food and/or beverages are prepared, or served or sold to transients or the general public, and where the sale of Alcohol Beverages account for less than fifty (50%) percent of the establishment's gross receipts in the B-1, B-2, B-3 or B-4 Zoning Districts.*

Attach the appropriate waiver and submit to the City Clerk's Office at least fourteen (14) days before a Common Council meeting. Common Council meetings are held the 1st and 3rd Mondays of each month.

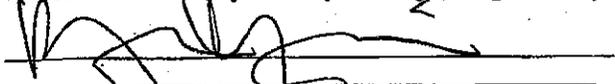
Waiver attached Yes No

10. Is there a fence surrounding the area? If not are you requesting the Common Council waive this requirement? Yes No

Application for Temporary Outdoor Extension of Retail Class "B" Liquor, "Class C" Wine and/or Class "B" Beer License(s) City Ordinance 10.075 Fee: \$150.00 (Type 210) Page Two

11. THE CLOSING HOURS FOR AN OUTDOOR EXTENSION ARE 10:00 P.M. TO 8:00 A.M. You may request to change these hours to 12:00 midnight to 8:00 a.m. if you are zoned as listed on the "request to change closing hours". Check here if you have attached a request to change the closing hours to this application. Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. Applicant acknowledges receiving a copy of Ordinance 10.075 and agrees to comply with its terms and conditions should this application be approved. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign)

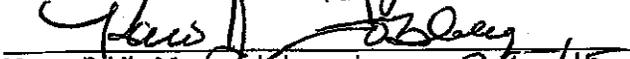


(President/Partner/Individual)

(Corporate Officer/Partner)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9th DAY OF August, 2011


Notary Public, My commission expires 3/15/15

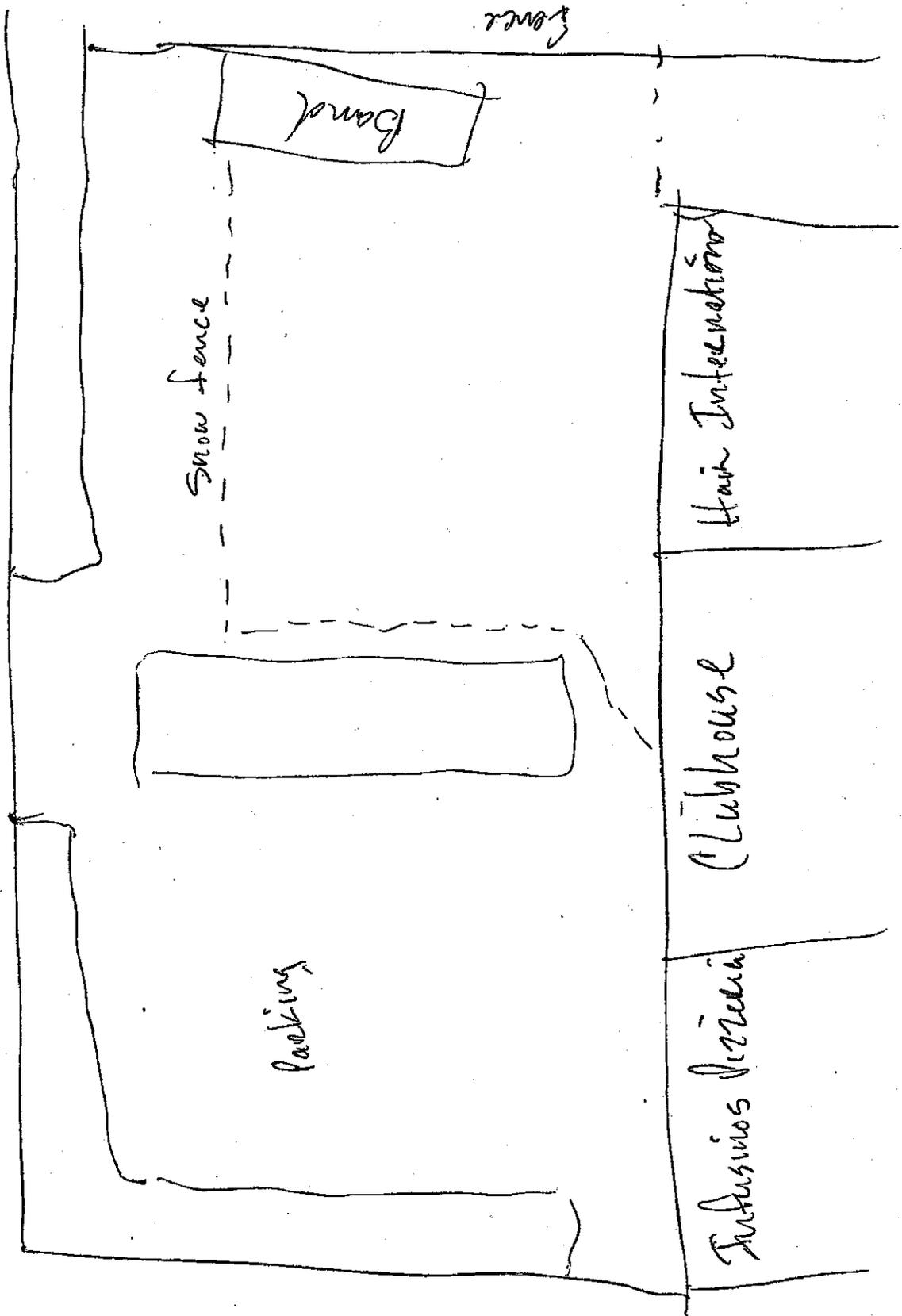
For Office Use Only – To be Completed by City Clerk Staff

Date Received 8/11/11 Does this application require Council to waive fence requirement (question 10)? Yes
Council Date _____

#Demerit Points _____ *

*pursuant to Section 10.063, accumulation of more than 50 demerit points shall be a basis for denial, revocation or suspension of the outdoor area.

30 ft wide



Parking

Snow fence

band

fence

Hair Intermediation

Clubhouse

Autismos Services

2744



City of Kenosha
Department of Neighborhood
Services and Inspections
625 52nd Street • Kenosha, WI 53140
262.653.4263

TEMPORARY OUTDOOR EXTENSION
SEPTEMBER 3, 2011
Zoning Compliance Review

CLUBHOUSE PUB & GRILLE • 2621 30TH AVENUE

1. **PROPERTY IS NOT BE LOCATED WITHIN A RESIDENTIAL AREA**

Subject property is not located within a residential area.

2. **PROPERTY SHALL NOT BE WITHIN 25' OF ANY SINGLE- FAMILY DWELLING ZONED RESIDENTIAL OR SAID RESIDENTIALLY ZONED PROPERTY IS OCCUPIED BY THE APPLICANT AND/OR HIS OR HER IMMEDIATE FAMILY**

The temporary outdoor extension area shall be located within the north sector of the front (30th Avenue) parking lot of the subject property. The area is depicted in the following photographs:



**APPLICATION FOR OUTDOOR AREA – CABARET
CITY OF KENOSHA
LIMIT: FOUR DAYS PER LICENSE TERM (JULY 1 TO JUNE 30)*
(see reverse side for additional instructions regarding speedy approval process)**

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: 223 - ORANGE
Fee: \$50.00/application (nonrefundable)

1. Licensee Name R.J. Volthouse Inc.
(NOTE: must be same name as beer/liquor license)
2. Business Name & Address 2621-30th Ave - Clubhouse Pub & Lounge
3. If license is in the name of a Corporation or LLC, Agent Name Kevin Laprovic
4. Applicant has received (or applied for this event) a cabaret license and 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. Yes No
If answer is no, applicant does not qualify for waiver.
5. Date(s) waiver is sought: Sept. 3 2011
6. Hours of operation: 4^{am} - 2^{am} pm
7. Proposed purpose of waiver: Anniversary Party

Applicant's Signature [Signature] Date: 8/9/11
(Licensee/Officer/Member/Manager/Partner/Individual)

**REQUIRED FOR SPEEDY APPROVAL ONLY
(must be filed at least 72 hours prior to event)**

Signature of District Alderman _____ Date _____

-or, if District Alderman is unavailable:

Member of Licensing/Permit Committee _____

To be completed by Clerk:
Date Received and Filed 8/9/11 Date Reported to Council _____
Date Waiver Granted _____ Date Waiver Issued _____
Initials [Signature]

***Four additional co-sponsored days of waiver are available if in support of a charity event. Complete co-sponsored application (different application) to apply for this type of waiver.**

OUTDOOR EXTENSION
CITY ORDINANCE §10.075

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

Licensee Name Coins Sports Bar, Inc.

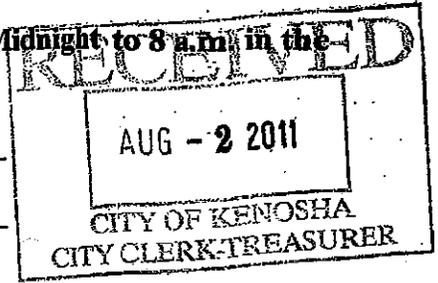
Trade Name Coins Sports Bar Trade Address 1714 52nd Avenue, Kenosha

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: Kaw Felsing

Title: Cashier / 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.

Janet L. Descorize
(Individual/Partner/President of Corporation)

(Partner/Secretary of Corporation)

SUBSCRIBED TO AND SWORN TO BEFORE ME

THIS 1st OF August, 2011

Shelly Lange
Notary Public Shelly Lange

My commission expires March 1, 2015
2/acct/clerk/ckarenf/SHARE.CLERKS/LICENSES/BEER LIQUOR LICENSES/OUTDOOR EXTENSIONS/waiver hours 1:30am.odt

APPLICATION FOR PUBLIC ENTERTAINMENT LICENSE
Section 12.05 Code of General Ordinances
City of Kenosha, Wisconsin

Required for live music performances and live entertainment, including but not limited to, the performance of any act, play or stunt, dramatic reading, monologue, amateur talent contest, or disc jockey show

Check One:

Annual
 Type 119
 Fee: \$300.00
 Term: July 1st to June 30th

One (1) Day
 Type 118
 Fee: \$50.00
 Term: One (1) Day

August 20, 2011

Non-renewable

1. Applicant (check one):

<input checked="" type="checkbox"/>	Individual Person
<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporation

NOTE: Applicant should be same name as the Wisconsin Sellers Permit for business.

2. Applicant Name: Lisa M. Blum

3. Business Name: Baby Tree

4. Business Address & Phone # 1016 60th St Kenosha, WI 262-653-0275

5. Define all Areas and Rooms of Premises Designated to be Licensed: Parking lot

6. Provide name, address, telephone number and date of birth of individual, each partner, each corporate officer (must be 18 years of age or older), as applicable:

Name	Address	Phone	Date of Birth
Lisa Blum	1817 104th St #111 Pleasant Prairie WI	262-515-4057	10-23-78

7. Attach a "Applicant's Report of Police Record" form for each individual, partner and corporate officer check here if attached

8. Have you obtained from the City Clerk a current copy of §12.05, "Public Entertainment Licenses"?
 YES NO

9. If you previously held the license applied for, was it ever suspended or revoked? _____ If yes, please explain: _____

10. Describe in detail the type of entertainment to be provided: DJ in parking lot for fundraiser supporting Women and Children's Horizons

NOTICE: If this application and/or attachments contain statements or information which are not true, correct and complete in all material respects, this license may be denied and you may be subject to criminal or civil penalties.

STATE OF WISCONSIN)
COUNTY OF KENOSHA)

The undersigned, being duly sworn says that (he/she)(is/they are) the applicant(s) named in the foregoing application that (he/she)(has/they have) read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Risa M. Blum
Applicant's Signature (Individual/Partner/President)

Applicant's Signature (Other Partner/Officer of Corp.)

Subscribed and sworn to before me this 11 day of AUGUST, 2011

Dave S Hoff
Notary Public

My commission expires 3/15/15

FOR OFFICE USE ONLY

Date Filed/Received _____ PP _____

CERTIFICATION BY THE CITY CLERK'S OFFICE

I HEREBY state that the above application was granted by the Common Council on the _____ day of _____, _____, and applicant was issued license # _____ on the _____ day of _____.

Signature: _____

Title: _____

APPLICANT'S REPORT - POLICE RECORD

Name LISA M. Blum

Address 1817 104th St #111 Pleasant Prairie WI

Date of Birth 10-23-78

License/Permit Applied For Public Entertainment

Driver's License Number B150-5337-8883-09

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

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

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

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

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

committed or alleged to be committed, and disposition:

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

Kelly Services 850 North Milwaukee Ave #104 Vernon Hills, IL
Baby Tree 10116 60th St Kenosha, WI

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

918 38th St Kenosha, WI 60007 87th St Kenosha, WI
4612 20th Ave Kenosha, WI 1817 104th St #68 Pleasant Prairie
4902 65th St Kenosha, WI 1817 104th St #111 Pleasant Prairie

Applicant's Signature Lisa M Blum

Date 8-11-11

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 will be denied. 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.

MHA
Room 301
500

CITY OF KENOSHA
CITY CLERK-625 - 52ND STREET, KENOSHA, WI 53140
262-653-4020
OUTDOOR CAFE AREA
CITY ORDINANCE §10.076

Type: 098
Fee: \$150.00
Expires: June 30th
Permits are not transferable or assignable

Original Application Renewal Application

1. Applicant Name (Corporation/Partnership/Individual) WASHINGTON PARK TAVERN inc.

2. If Corporation or Partnership, list names, address, date of birth, & phone number of all members:

STANLEY A. LACEY 4232-53 AVE W2-1331 (2/16/47)
BRENDA M. LACEY " " " (1/7/47)

3. Applicant Address 1510 - WASH. RD. KENOSHA WISC. 53140
(Address/City/ST/Zip)

4. Applicant Phone Number 262-652-4630

5. Business Name STANIS PLACE

6. Business Address & Phone Number 1510 - WASH. RD. 262-652-4630

7. What is the Zoning District of the business? B2 If business is not in a B-1, B-2 or B-3 Zoning District, do not continue with this application due to the property being in a non-conforming district.

8. What type of business will be conducted in the outdoor dining area?
____ bakery ____ candy and/or ice cream store ____ coffee shop
____ food store ____ grocery store ____ delicatessen restaurant

9. What are the maximum number of tables? 3-OR 4
What are the maximum number of chairs? 12-14

Attach a detailed description of all the materials located with the Outdoor Cafe Area, by identifying the material(s) with which are constructed together with photographs.

*Check here if attached

10. Operational information:

- a. Hours 11-Tu 10^{P.M.} Days and months of operation MAY-TILL SEPT.
- b. Planned capacity of outdoor dining area 12-16

11. Please attach the following:

- a. Is outdoor cafe permanent? Yes _____ No X If yes attach specifications and proposal.
*Check here if attached _____.

b. Lighting and signage plan.

*Check here if lighting and signage plan is attached _____

- c. A scaled site plan indicating: The location and boundary of the proposed outdoor dining area; the dimension of the remaining width of the sidewalk outside the outdoor dining area; the dimension from the outdoor dining area to the curb and all buildings; and, the location of awnings, and Dining Appurtenances within the outdoor dining area. The plans shall also indicate: existing property lines; associated building(s) and entrance(s); adjacent building(s) and entrance(s); extent of sidewalk adjacent to business(es), face of curb, location of fire hydrants, bus shelters and/or stops, trees, planters, utility poles, signs, benches, light poles, waste receptacles, driveways, alleys, vaults and any other obstructions within the public right-of-way at proposed location of outdoor dining area and for an additional twenty (20') feet extending therefrom.

*Check here if scaled site plan is attached X

- d. Photograph(s), a minimum of four (4") by six (6") inches, showing the entire sidewalk and Major Street Setback Area with building facade proposed for the outdoor dining area.

*Check here if photographs are attached X

- e. Certificate of Liability Insurance, with Contractual Liability Endorsement, showing insurance in force and effect in the minimum amount of One Million (\$1,000,000.00) Dollar single limits, providing coverage for claims involving death, personal injury and property damage. The City of Kenosha shall be a named additional insured under the terms of this policy.

*Check here if certificate of liability insurance is attached X

- f. Does the Outdoor Cafe Area extend beyond the frontage of the business? Yes _____ No X
*If yes, a written statement signed by the owner(s) & tenant(s) of an adjacent business fronting the street approving the placement of the Outdoor Cafe Area in front of the business. *Check here if attached _____

- g. List of all adjacent businesses including name, address and phone numbers. Submit Attachment #11g. *Check here if attached NONE

NOTE: Upon initial application and renewal of an Outdoor Cafe Area License, an applicant that proposes to serve alcoholic beverages shall not have their application approved when the applicant's business has accumulated fifty (50) or more demerit points under Section 10.063 D. of the Code of General Ordinances. FOR OFFICE USE ONLY: Applicant's business has currently accumulated _____ demerit points. IF NUMBER OF DEMERIT POINTS IS FIFTY (50) OR MORE, THIS APPLICATION SHALL NOT BE APPROVED, AND SHOULD NOT BE PROCESSED.

Dated at Kenosha, Wisconsin this _____ day of _____, _____

The following signatures are required: If Corporation: President and Secretary of Corporation; if Partnership: All Partners; if Individual: Individual

Stanley A. Lecce
Applicant Name (Please Print)

Sty & Lene
Applicant Name (Please Print)

Sty & Lene
Signature of Applicant

Bernice M. Lecce
Signature of Applicant

Title: President

Title: Treasurer

Applicant Name (Please Print)

Applicant Name (Please Print)

Signature of Applicant

Signature of Applicant

Title: _____

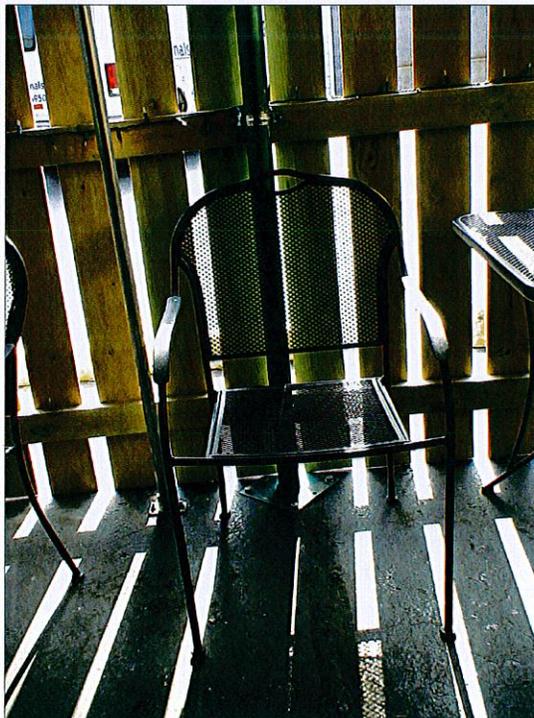
Title: _____

#9



Tables:

- are wrought iron
- are 30" square
- can accommodate an umbrella
- can seat 2-4 persons each



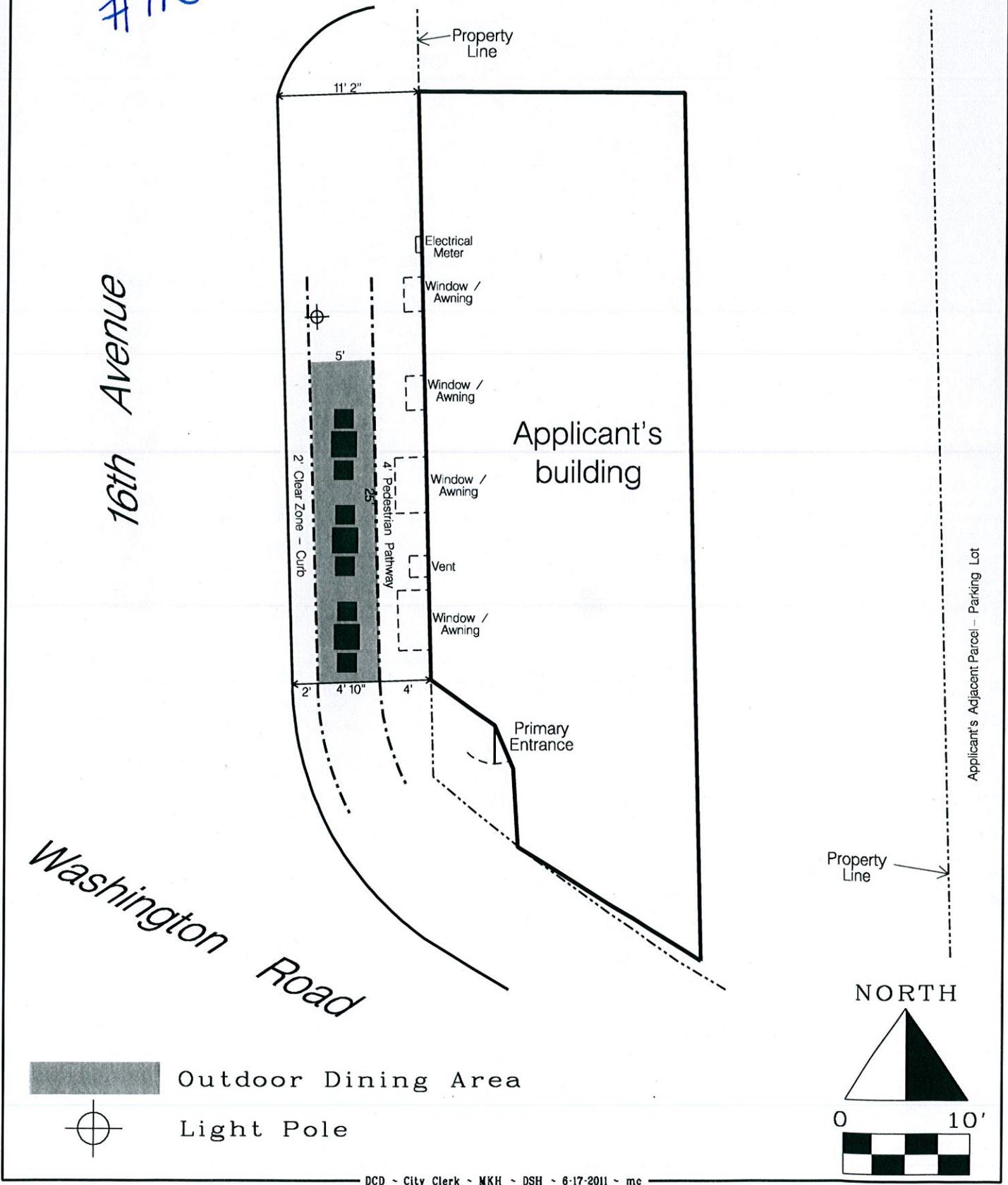
Chairs:

- match tables

City of Kenosha

Site Plan for Stan's Place Outdoor Cafe Application

#11C



-  Outdoor Dining Area
-  Light Pole



DCD ~ City Clerk ~ MKH ~ DSH ~ 6-17-2011 ~ mc

#11d



Department of City Development
625 52nd Street, Room 308
Kenosha, Wisconsin 53140
Tel. (262) 653-4030
Fax (262) 653-4045
www.kenosha.org



City Plan
Historic Preservation
Community Development Block Grant
Redevelopment
Real Estate

Jeffrey B. Labahn
Director of City Development

MEMO

TO: Licensing & Permit Committee

FROM: Michael Callovi, Planning Technician

A handwritten signature in blue ink, appearing to be "M. Callovi", written over a horizontal line.

RE: Outdoor Cafe Application, *Stan's Place*, 1510 Washington Road

DATE: July 25, 2011

The Department of City Development has received the Outdoor Cafe application for **Stan's Place**, 1510 Washington Road. The application has been reviewed and approved by City departments.

The Outdoor Dining application is for the use of the public sidewalk between the building and the 16th Avenue public street. The plan indicates the use of 4 30-inch tables, each with 4 chairs in an area approximately 5 feet wide by approximately 30 feet long. The Outdoor Cafe area is separated from the face of the building by the required 4 feet pedestrian walkway and is also the required 2 feet away from the curb.

The application fulfills the requirements of Section 10.076 of the Code of General Ordinances. Therefore, the Department of City Development recommends approval of the application.

**BY: ALDERPERSON LAWRENCE GREEN
ALDERPERSON JAN MICHALSKI**

**TO REPEAL AND RECREATE SECTION 10.07 OF
THE CODE OF GENERAL ORDINANCES FOR THE
CITY OF KENOSHA REGARDING CABARET LICENSES**

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

Section One: Section 10.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

10.07 CABARET LICENSE

A. License Required. No holder of a "Class B", Class "B" and/or "Class C" License shall perform, engage in, or permit, the following activity by employees, patrons, or hired performers upon the licensed premises without first having obtained a Cabaret License from the City Clerk:

1. Live music performances;
2. Specifically advertise or feature dancing; and,
3. Live entertainment, including, but not limited to, the performance of any act, play or stunt, amateur talent contest, or disc jockey show.

B. Application.

Upon application to the City Clerk and the payment of the fee therefor, a Cabaret License will be issued subject to the conditions and regulations set forth in this Section. An application for a license provided for in this Section shall be made to the City Clerk in writing, accompanied by the required fee. Applications shall be on City forms; shall be true, correct and complete in all respects. No application for such license shall be accepted unless accompanied by the appropriate fee. Within twenty-eight (28) days of receiving an application for a Cabaret License, the City Clerk shall notify the applicant whether the application is granted or denied. An application not reviewed by Common Council within twenty-eight (28) days shall be granted. In determining whether a Cabaret License should be granted, the Common Council shall consider the following factors, giving to each whatever weight is appropriate in the particular factual circumstances:

1. Whether the proposed license will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,280 feet of the licensed premises, in terms of increasing noise, as defined in Chapter 23 of the Code of General Ordinances, and/or traffic congestion.
2. The availability and type of parking on or off the proposed licensed premises.
3. The existing or planned character of the neighborhood.
4. Applicant's compliance and past performance with any/all licensing laws.

C. License Term. A Cabaret License shall terminate as a matter of due course on the date the holders thereof cease to hold a “Class B”, Class “B” and/or “Class C” License, without refund of any portion of the License fee therefor.

1. Annual License. The License shall expire on June 30th following its issuance. The License is a one (1) term license which is nonrenewable. A new Annual License application shall be filed for review for each subsequent license term.

2. One (1) Day License. A One Day License may be issued for one (1) day only. The One (1) Day License application shall designate the date the License will be utilized.

D. License Fees.

1. Annual Licenses. The Annual License Fee shall be Three Hundred (\$300.00) Dollars.

2. One (1) Day License. The One (1) Day License fee shall be Fifty (\$50.00) Dollars.

E. License Review and Recommendation. 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.

F. Regulations.

1. While dancing is in progress, the dance area shall have a minimum average illumination level of no less than 2 foot candles, measured at the floor level.

2. Good order shall be maintained at all times.

3. The management shall obey all reasonable orders or directions of any police officer or official dance supervisor.

4. Adequate parking accommodations may be deemed necessary by the Police Department and/or Licensing/Permit Committee for safety reasons; lighted parking facilities may be maintained so as to accommodate anticipated capacities.

5. The performance of any act, stunt, or dance by performers under the auspices of the management shall be given only on a stage, platform or floor which is separated by a railing or other device from the patrons so as to deter patrons from participating in any act, stunt or dance. Patrons may not tip the entertainers or performers by placing money or other articles of value in their costumes, or otherwise engage in physical contact with the entertainers or performers.

6. No license holder personally or through his agent or employee shall permit any patron to

participate in any act, stunt, or dance with performers who are under the auspices or furnished by the management.

7. No patron shall participate in any act, stunt or dance by performers who appear under the auspices of the management.

8. **Lewd and Indecent Performance.** No license holder personally, or through his agent or employee, shall advertise or produce lewd, obscene or indecent performances.

9. **Regulation of Costumes.** The top portion of the costume worn by female entertainers shall be of nontransparent material. It must encircle the body and the areola of the breast must be completely covered. The lower portion of the costume must completely cover the mons pubis and the cleavage of the buttocks. Male entertainers must wear a nontransparent costume covering the cleavage of the buttocks and the genitals.

10. No patron shall participate in any amateur striptease contest or wet T-shirt or similar contest.

11. Annual License Framed, Posted.

a. **Frame.** An annual license shall be enclosed in a frame having a transparent front which allows the license to be clearly read.

b. **Display.** All annual licenses under **Paragraph a.** shall be conspicuously displayed for public inspection at all times in the room or place where the activity subject to licensure is carried on.

G. Administrative Suspension. Upon written request made and filed with the City Clerk/Treasurer of the City of Kenosha by the Chief of Police, the Mayor may immediately suspend any license issued under this Section. A written order of administrative suspension shall be served upon the Licensee. All licensed activities shall remain suspended until completion of an administrative review hearing. Upon administrative suspension, an administrative review hearing shall be scheduled for license review within ten (10) days pursuant to the terms of **Subsection 10.07 H.** of this Ordinance.

H. Revocation of License.

1. Upon written charges made and filed with the City Clerk/Treasurer of Kenosha by the Chief of Police or any citizen, the Council may after a public hearing thereof revoke any license issued under this Section.

2. Conviction for the violation of any provision of the Wisconsin liquor laws, City of Kenosha Code of General Ordinances, Zoning Ordinance or sanitary codes shall be sufficient for the Council to revoke or suspend such license. In the event the license is revoked, no other Cabaret License shall be granted to such person for said location within twelve (12) months of the date of its revocation. A suspension shall not be for less than ten (10) days, nor more than ninety (90) days from the date of suspension. Any part of the money paid for any license so revoked or suspended shall be forfeited and not be refunded.

3. The Common Council may, after the hearing described in Subsection A., revoke such Cabaret License upon sufficient proof that the holder has permitted or suffered the licensed premises to be conducted by himself, his employees, patrons or others in violation of health regulations or in a

disorderly or improper manner, or in violation of the laws of the State, or rules and regulations of the Common Council, or for any reasons set forth in Subsection 2.

I. Severability. Should any section, paragraph, sentence, clause or phrase of this Section be declared unconstitutional or invalid, or be repealed, it shall not effect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid or repealed.

Section Two: This Ordinance shall become effective on October 4, 2011, after ~~upon~~ passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON LAWRENCE GREEN
ALDERPERSON JAN MICHALSKI

**TO REPEAL AND RECREATE SECTION 10.07 OF
THE CODE OF GENERAL ORDINANCES FOR THE
CITY OF KENOSHA REGARDING CABARET LICENSES**

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

Section One: Section 10.07 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

10.07 CABARET LICENSE

A. License Required. No holder of a "Class B", Class "B" and/or "Class C" License shall perform, engage in, or permit, the following activity by employees, patrons, or hired performers upon the licensed premises without first having obtained a Cabaret License from the City Clerk:

1. Live music performances;
2. Specifically advertise or feature dancing; and,
3. Live entertainment, including, but not limited to, the performance of any act, play or stunt, amateur talent contest, or disc jockey show.

B. Application.

Upon application to the City Clerk and the payment of the fee therefor, a Cabaret License will be issued subject to the conditions and regulations set forth in this Section. An application for a license provided for in this Section shall be made to the City Clerk in writing, accompanied by the required fee. Applications shall be on City forms; shall be true, correct and complete in all respects. No application for such license shall be accepted unless accompanied by the appropriate fee. Within twenty-eight (28) days of receiving an application for a Cabaret License, the City Clerk shall notify the applicant whether the application is granted or denied. An application not reviewed by Common Council within twenty-eight (28) days shall be granted. In determining whether a Cabaret License should be granted, the Common Council shall consider the following factors, giving to each whatever weight is appropriate in the particular factual circumstances:

1. Whether the proposed license will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,280 feet of the licensed premises, in terms of increasing noise, as defined in Chapter 23 of the Code of General Ordinances, and/or traffic congestion.
2. The availability and type of parking on or off the proposed licensed premises.
3. The existing or planned character of the neighborhood.
4. Applicant's compliance and past performance with any/all licensing laws.

C. License Term. A Cabaret License shall terminate as a matter of due course on the date the holders thereof cease to hold a “Class B”, Class “B” and/or “Class C” License, without refund of any portion of the License fee therefor.

1. Annual License. The License shall expire on June 30th following its issuance. The License is a one (1) term license which is nonrenewable. A new Annual License application shall be filed for review for each subsequent license term.

2. One (1) Day License. A One Day License may be issued for one (1) day only. The One (1) Day License application shall designate the date the License will be utilized.

D. License Fees.

1. Annual Licenses. The Annual License Fee shall be Three Hundred (\$300.00) Dollars.

2. One (1) Day License. The One (1) Day License fee shall be Fifty (\$50.00) Dollars.

E. License Review and Recommendation. 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.

F. Regulations.

1. While dancing is in progress, the dance area shall have a minimum average illumination level of no less than 2 foot candles, measured at the floor level.

2. Good order shall be maintained at all times.

3. The management shall obey all reasonable orders or directions of any police officer or official dance supervisor.

4. Adequate parking accommodations may be deemed necessary by the Police Department and/or Licensing/Permit Committee for safety reasons; lighted parking facilities may be maintained so as to accommodate anticipated capacities.

5. The performance of any act, stunt, or dance by performers under the auspices of the management shall be given only on a stage, platform or floor which is separated by a railing or other device from the patrons so as to deter patrons from participating in any act, stunt or dance. Patrons may not tip the entertainers or performers by placing money or other articles of value in their costumes, or otherwise engage in physical contact with the entertainers or performers.

6. No license holder personally or through his agent or employee shall permit any patron to

participate in any act, stunt, or dance with performers who are under the auspices or furnished by the management.

7. No patron shall participate in any act, stunt or dance by performers who appear under the auspices of the management.

8. **Lewd and Indecent Performance.** No license holder personally, or through his agent or employee, shall advertise or produce lewd, obscene or indecent performances.

9. **Regulation of Costumes.** The top portion of the costume worn by female entertainers shall be of nontransparent material. It must encircle the body and the areola of the breast must be completely covered. The lower portion of the costume must completely cover the mons pubis and the cleavage of the buttocks. Male entertainers must wear a nontransparent costume covering the cleavage of the buttocks and the genitals.

10. No patron shall participate in any amateur striptease contest or wet T-shirt or similar contest.

11. Annual License Framed, Posted.

a. **Frame.** An annual license shall be enclosed in a frame having a transparent front which allows the license to be clearly read.

b. **Display.** All annual licenses under **Paragraph a.** shall be conspicuously displayed for public inspection at all times in the room or place where the activity subject to licensure is carried on.

G. Administrative Suspension. Upon written request made and filed with the City Clerk/Treasurer of the City of Kenosha by the Chief of Police, the Mayor may immediately suspend any license issued under this Section. A written order of administrative suspension shall be served upon the Licensee. All licensed activities shall remain suspended until completion of an administrative review hearing. Upon administrative suspension, an administrative review hearing shall be scheduled for license review within ten (10) days pursuant to the terms of **Subsection 10.07 H.** of this Ordinance.

H. Revocation of License.

1. Upon written charges made and filed with the City Clerk/Treasurer of Kenosha by the Chief of Police or any citizen, the Council may after a public hearing thereof revoke any license issued under this Section.

2. Conviction for the violation of any provision of the Wisconsin liquor laws, City of Kenosha Code of General Ordinances, Zoning Ordinance or sanitary codes shall be sufficient for the Council to revoke or suspend such license. In the event the license is revoked, no other Cabaret License shall be granted to such person for said location within twelve (12) months of the date of its revocation. A suspension shall not be for less than ten (10) days, nor more than ninety (90) days from the date of suspension. Any part of the money paid for any license so revoked or suspended shall be forfeited and not be refunded.

3. The Common Council may, after the hearing described in Subsection A., revoke such Cabaret License upon sufficient proof that the holder has permitted or suffered the licensed premises to be conducted by himself, his employees, patrons or others in violation of health regulations or in a

disorderly or improper manner, or in violation of the laws of the State, or rules and regulations of the Common Council, or for any reasons set forth in Subsection 2.

I. Severability. Should any section, paragraph, sentence, clause or phrase of this Section be declared unconstitutional or invalid, or be repealed, it shall not effect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be invalid or repealed.

Section Two: This Ordinance shall become effective on October 4, 2011, after passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON DAVID F. BOGDALA
ALDERPERSON JESSE L. DOWNING
ALDERPERSON MICHAEL J. ORTH
ALDERPERSON RAY MISNER
ALDERPERSON ANTHONY NUDO
ALDERPERSON G. JOHN RUFFOLO
ALDERPERSON DANIEL L. PROZANSKI

TO CREATE SECTION 1.01 D. OF THE CODE OF GENERAL ORDINANCES
REGARDING ALDERMANIC DISTRICT BOUNDARIES
FOR THE CITY OF KENOSHA, WISCONSIN
BASED UPON THE 2010 US CENSUS

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

Section One: Section 1.01 D. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows: That all Ordinances and Amendments thereof heretofore enacted and relating to District boundaries, be and the same hereby are, repealed and in lieu thereof, the following is substituted to read:

D. Aldermanic Districts.

1. District Boundaries. The City of Kenosha, Wisconsin, shall be, and is hereby divided into seventeen (17) Districts, each of which District shall consist of contiguous whole wards as created in Resolution No. 80-11, adopted by the Common Council of the City of Kenosha, Wisconsin, on July 6, 2011, as follows:

a. **First District** shall consist of that part of the City of Kenosha contained in Ward One (1), Ward Two (2), Ward Three (3) and Ward Four (4);

b. **Second District** shall consist of that part of the City of Kenosha contained in Ward Five (5), Ward Six (6), Ward Seven (7) and Ward Eight (8);

c. **Third District** shall consist of that part of the City of Kenosha contained in Ward Nine (9), Ward Ten (10), Ward Eleven (11) and Ward Twelve (12);

d. **Fourth District** shall consist of that part of the City of Kenosha contained in Ward Thirteen

(13), Ward Fourteen (14), Ward Fifteen (15) and Ward Sixteen (16);

e. **Fifth District** shall consist of that part of the City of Kenosha contained in Ward Seventeen (17), Ward Eighteen (18) and Ward Nineteen (19);

f. **Sixth District** shall consist of that part of the City of Kenosha contained in Ward Twenty (20), Ward Twenty-one (21) and Ward Twenty-two (22) and Ward Twenty-three (23);

g. **Seventh District** shall consist of that part of the City of Kenosha contained in Ward Twenty-four (24), Ward Twenty-Five (25), Ward Twenty-Six (26) and Ward Twenty-Seven (27);

h. **Eighth District** shall consist of that part of the City of Kenosha contained in Ward Twenty-Eight (28), Ward Twenty-Nine (29), Ward Thirty (30) and Ward Thirty-One (31);

i. **Ninth District** shall consist of that part of the City of Kenosha contained in Ward Thirty-Six (36), Ward Thirty-Seven (37), Ward Thirty-Eight (38), Ward Thirty-Nine (39) and Ward Forty (40);

j. **Tenth District** shall consist of that part of the City of Kenosha contained in Ward Forty-One (41), Ward Forty-Two (42), Ward Forty-Three (43) and Ward Forty-Four (44);

k. **Eleventh District** shall consist of that part of the City of Kenosha contained in Ward Forty-Five (45), Ward Forty-Six (46), Ward Forty-Seven (47) and Ward Forty-Eight (48);

l. **Twelfth District** shall consist of that part of the City of Kenosha contained in Ward Thirty-Two (32), Ward Thirty-Three (33), Ward Thirty-Four (34) and Ward Thirty-Five (35);

m. **Thirteenth District** shall consist of that part of the City of Kenosha contained in Ward Fifty-Three (53), Ward Fifty-Four (54), Ward Fifty-Five (55) and Ward Fifty-Six (56);

n. **Fourteenth District** shall consist of that part of the City of Kenosha contained in Ward Fifty-Seven (57), Ward Fifty-Eight (58), Ward Fifty-Nine (59) and Ward Sixty (60);

o. **Fifteenth District** shall consist of that part of the City of Kenosha contained in Ward Forty-Nine (49), Ward Fifty (50), Ward Fifty-One (51) and Ward Fifty-Two (52);

p. **Sixteenth District** shall consist of that part of the City of Kenosha contained in Ward Sixty-Five (65), Ward Sixty-Six (66), Ward Sixty-Seven (67), Ward Sixty-Eight (68), Ward Sixty-Nine (69) and

Ward Seventy (70);

q. **Seventeenth District** shall consist of that part of the City of Kenosha contained in Ward Sixty-One (61), Ward Sixty-Two (62), Ward Sixty-Three (63) and Ward Sixty-Four (64).

2. District Map. A map depicting the aforesaid Ward and District boundary lines is on file in the Office of the City Clerk/Treasurer, Kenosha, Wisconsin.

Section Two: This Ordinance shall become effective on January 1, 2012, after passage and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

Matthew A. Knight
Deputy City Attorney
and
Department of City Development

ORDINANCE NO. _____

BY: ALDERMAN ANTHONY NUDO
ALDERMAN MICHAEL ORTH

TO REPEAL AND RECREATE SECTION 1.06 P. OF THE CODE OF GENERAL
ORDINANCES ENTITLED "LEGISLATIVE COMMISSION"

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

Section One: Section 1.06 P. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

P. Legislative Commission.

1. Title. There is hereby created the Legislative Commission.

2. Members. The membership of said Commission shall be ~~as follows:~~ the Common Council President and the respective Chairperson of the Committee on Finance, the Committee on Public Works, the Committee on Public Safety and Welfare, the Committee on Stormwater Utility, the Committee on Licenses/Permits, and the Board of Park Commissioners. In the event a member is unable or unwilling to serve, he/she shall immediately appoint a member in the manner as follows:

- a. Common Council President. The Common Council President shall appoint a member of the Common Council who is not serving on the Commission.
- b. Chairperson of Committees. The Chairperson of a Committee shall appoint a member of his/her Committee.
- c. ~~The Mayor, City Administrator and Director of Finance, who shall be permanent members.~~
- a. ~~Four (4) Aldermen who shall be appointed by the Mayor and confirmed by the Common Council, who shall initially serve from the date of confirmation until the first day of May, 1978, and thereafter the term of Aldermen shall be (2) years.~~
- d. ~~Four (4) citizen members, who shall be appointed by the Mayor and confirmed by the Common Council, who shall initially serve from the date of confirmation until the first day of May, 1978, and thereafter the term of citizen members shall be two (2) years.~~

3. Officers. The Commission shall elect a chairperson and vice chairperson from among its members. The Mayor shall appoint a City employee to act as Secretary for the Commission, at no additional compensation to be paid to said employee, other than compensatory time off, unless such compensation is authorized in advance by Resolution of the Common Council.

4. ByLaws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records, and treating other matters.

5. Duties. The Commission:

a. Shall review, study and report to the Common Council on proposed or pending State legislation which will or may affect the City.

b. May appoint, ~~subject to absolute veto by the Mayor,~~ one or more of its members to appear before the State Legislature or any of its Committees or before any State body possessing legislative authority for the purpose of presenting evidence or argument in favor of or against any matter under consideration by such State body which will or may affect the City. The Commission, however shall not have exclusive authority in this regard and shall not involve itself in any litigation pending before any Court or judicial or quasi judicial body.

c. May hold public or, where authorized by law, executive hearings to review any pending or proposed State legislation which will or may affect the City.

6. Appropriation and Allotment of Funds to the Commission. The Common Council may, from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. ~~Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expenses receipts furnished, when available.~~

~~Citizen Commission members shall be paid a per diem of Fifty (\$50.00) Dollars for each day absent from the City at the direction of the Mayor, together with all travel, meal and out-of-pocket expenses incurred. Aldermen~~ Commission members shall be entitled to per diem and expenses as provided in §1.01, Ordinances. When available, all expenses receipts shall be furnished for out-of-City trips.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
ANTHONY NUDO
11TH DISTRICT ALDERMAN
CITY OF KENOSHA, STATE OF WISCONSIN

ORDINANCE NO. _____

BY: ALDERMAN ANTHONY NUDO
ALDERMAN MICHAEL ORTH

TO REPEAL AND RECREATE SECTION 1.06 P. OF THE CODE OF GENERAL
ORDINANCES ENTITLED "LEGISLATIVE COMMISSION"

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

Section One: Section 1.06 P. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

P. Legislative Commission.

1. Title. There is hereby created the Legislative Commission.

2. Members. The membership of said Commission shall be : the Common Council President and the respective Chairperson of the Committee on Finance, the Committee on Public Works, the Committee on Public Safety and Welfare, the Committee on Stormwater Utility, the Committee on Licenses/Permits, and the Board of Park Commissioners. In the event a member is unable or unwilling to serve, he/she shall immediately appoint a member in the manner as follows:

a. Common Council President. The Common Council President shall appoint a member of the Common Council who is not serving on the Commission.

b. Chairperson of Committees. The Chairperson of a Committee shall appoint a member of his/her Committee.

3. Officers. The Commission shall elect a chairperson and vice chairperson from among its members. The Mayor shall appoint a City employee to act as Secretary for the Commission, at no additional compensation to be paid to said employee, other than compensatory time off, unless such compensation is authorized in advance by Resolution of the Common Council.

4. ByLaws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records, and treating other matters.

5. Duties. The Commission:

a. Shall review, study and report to the Common Council on proposed or pending State legislation which will or may affect the City.

b. May appoint one or more of its members to appear before the State Legislature or any of its Committees or before any State body possessing legislative authority for the purpose of presenting evidence or argument in favor of or against any matter under consideration by such State body which will or may affect the City. The Commission, however shall not have exclusive

authority in this regard and shall not involve itself in any litigation pending before any Court or judicial or quasi judicial body.

c. May hold public or, where authorized by law, executive hearings to review any pending or proposed State legislation which will or may affect the City.

6. Appropriation and Allotment of Funds to the Commission. The Common Council may, from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant.

Commission members shall be entitled to per diem and expenses as provided in **§1.01**, Ordinances. When available, all expenses receipts shall be furnished for out-of-City trips.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
ANTHONY NUDO
11TH DISTRICT ALDERMAN
CITY OF KENOSHA, STATE OF WISCONSIN

Proposed amendment by
PSW Committee on 7/25/11.

BY: MAYOR

**TO CREATE SECTION 1.06 T. OF THE CODE OF GENERAL
ORDINANCES FOR THE CITY OF KENOSHA TO ESTABLISH
A MAYOR'S COMMISSION ON THE ARTS**

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

Section One: Section 1.06 T. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

T. Mayor's Commission on the Arts.

1. Title. There is hereby created a "Mayor's Commission on the Arts."

2. Purpose. The purpose of this Commission is to support economic development of creative and expressive endeavors by developing collaborative relationships between artists, musicians, businesses, and government.

3. Members. There shall be eleven (11) members who shall be appointed by the Mayor and confirmed by the Common Council. In making appointments, the Mayor shall strive to appoint four (4) members from the academic field and two (2) members from the business field to the Commission and further shall strive to appoint representatives ~~to the Commission~~ from: Carthage College, University of Wisconsin - Parkside, Gateway Technical College, Kenosha Unified School District, Kenosha Area Convention and Visitors Bureau, Kenosha Area Business Alliance (KABA), and Kenosha Area Chamber of Commerce. In addition to the representatives appointed from some or all of the same institutions listed in the prior sentence, the Mayor shall appoint the remainder of the Commissioners from the public at large, who has a demonstrable interest in the fine arts.

4. Term. The term of the members shall be two (2) years commencing on November 1. The terms shall be staggered and the initial term shall be as follows: Six (6) members shall serve for two (2) years and five (5) members shall serve for one (1) year.

5. Officers. The Commission will elect a chairperson and a vice-chairperson from among its members. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

6. By-Laws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other matters.

7. Duties. The Commission shall have the following duties: The Commission brings together representatives from the arts, music, businesses, and government in the City of Kenosha for the purpose of networking and encouraging the most effective use of existing resources. The Commission streamlines processes and alleviates barriers for artists and venues. It makes recommendations to Common Council for the adoption of ordinances in support of a creative community. It serves as liaison on behalf of the City to encourage and support artists, organizations and programs for cultural enrichment within the City.

The Arts Commission acts in an advisory capacity to the Mayor and the Common Council.

8. Gifts/Grants. The Commission may apply for grants from the United States, the State of Wisconsin, and their agencies, and accept the donations from any person, firm, party or corporation, of services, equipment, supplies, materials or funds and utilize said donations to effectuate the purpose of the Commission.

9. Appropriation and Allotment of Funds. The Common Council may from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expense receipts furnished when available.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: MAYOR

TO CREATE SECTION 1.06 T. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA TO ESTABLISH A MAYOR'S COMMISSION ON THE ARTS

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

Section One: Section 1.06 T. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

T. Mayor's Commission on the Arts.

1. Title. There is hereby created a "Mayor's Commission on the Arts."

2. Purpose. The purpose of this Commission is to support economic development of creative and expressive endeavors by developing collaborative relationships between artists, musicians, businesses, and government.

3. Members. There shall be eleven (11) members who shall be appointed by the Mayor and confirmed by the Common Council. In making appointments, the Mayor shall strive to appoint four (4) members from the academic field and two (2) members from the business field to the Commission and further shall strive to appoint representatives from: Carthage College, University of Wisconsin - Parkside, Gateway Technical College, Kenosha Unified School District, Kenosha Area Convention and Visitors Bureau, Kenosha Area Business Alliance (KABA), and Kenosha Area Chamber of Commerce. In addition to the representatives appointed from some or all of the same institutions listed in the prior sentence, the Mayor shall appoint the remainder of the Commissioners from the public at large, who has a demonstrable interest in the fine arts.

4. Term. The term of the members shall be two (2) years commencing on November 1. The terms shall be staggered and the initial term shall be as follows: Six (6) members shall serve for two (2) years and five (5) members shall serve for one (1) year.

5. Officers. The Commission will elect a chairperson and a vice-chairperson from among its members. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

6. By-Laws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other matters.

7. Duties. The Commission shall have the following duties: The Commission brings together representatives from the arts, music, businesses, and government in the City of Kenosha for the purpose of networking and encouraging the most effective use of existing resources. The Commission streamlines processes and alleviates barriers for artists and venues. It makes recommendations to Common Council for the adoption of ordinances in support of a creative community. It serves as liaison on behalf of the City to encourage and support artists, organizations and programs for cultural enrichment within the City.

The Arts Commission acts in an advisory capacity to the Mayor and the Common Council.

8. Gifts/Grants. The Commission may apply for grants from the United States, the State of Wisconsin, and their agencies, and accept the donations from any person, firm, party or corporation, of services, equipment, supplies, materials or funds and utilize said donations to effectuate the purpose of the Commission.

9. Appropriation and Allotment of Funds. The Common Council may from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expense receipts furnished when available.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	August 4, 2011	Item 3
By: Alderpersons Eric Haugaard, Rocco LaMacchia and Tod Ohnstad - To Renumber Sections 3.03 F., 3.03 G., and 3.03 H. of the Zoning Ordinance for the City of Kenosha as Sections 3.03 G., 3.03 H., and 3.03 I., and To Create Section 3.03 F. entitled Accessory Building Exemptions for Residential Property. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

This Ordinance was also referred to Public Safety and Welfare Committee before final approval by the Common Council.

ANALYSIS:

- The attached Ordinance creates a Section to allow residential accessory buildings, which do not meet the size requirements, to obtain a Special Exception.
- The Ordinance establishes criteria and restrictions for granting a Special Exception.
- The Public Safety and Welfare Committee will review the request and provide a recommendation to the Common Council. The Common Council has the authority to grant or deny the request.
- The Owners of property within 100 feet of the site are notified of any request.
- The Ordinance was deferred at the July 7th and July 21st meetings because the Commissioners had questions. The sponsors of the Ordinance have been working with the City Attorney's Office on revisions. A revised Ordinance is attached.

RECOMMENDATION:

For Commissioner review and recommendation.


Rich Schroeder, Assistant City Planner


Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/ckays/1CPC/2011/Aug4/fact-zo-303-accessory.odt

DRAFT 07.19.11
DRAFT 07.26.11
DRAFT 08.02.11

BY: ALDERPERSON ERIC HAUGAARD
ALDERPERSON ROCCO LAMACCHIA
ALDERPERSON TOD OHNSTAD
ALDERPERSON JAN MICHALSKI
ALDERPERSON ANTHONY NUDO
ALDERPERSON STEVE BOSTROM
ALDERPERSON JESSE DOWNING

TO RENUMBER SECTIONS 3.03 F., 3.03 G., AND 3.03 H. OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA AS SECTIONS 3.03 G., 3.03 H., AND 3.03 I AND TO CREATE SECTION 3.03 F. ENTITLED ACCESSORY BUILDING EXEMPTIONS FOR RESIDENTIAL PROPERTY.

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

Section One: Sections 3.03 F., 3.03 G., and 3.03 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin, are hereby renumbered as 3.03 G., 3.03 H., and 3.03 I.

Section Two: Section 3.03 F. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Special Exceptions – Residential Accessory Building or Structures. A Special Exception from the terms of Section 3.03 D.4.d and the accessory building or structure size requirements of this ordinance, where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, may be granted.

1. Exemption Criteria – A Special Exception shall meet the following criteria:

- a. The architectural appearance and functional design of the building or structure and site shall not be so dissimilar to the existing principal buildings and area so as to cause impairment of property values or a blighting influence. All sides of the principal and accessory buildings or structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.
- b. Relief cannot be contrary to covenants associated with the subject property.
- c. For all residential districts, a maximum of two accessory buildings, structures or combination building and structure shall be permitted.
- d. No accessory building or structure shall exceed the height of the principal building. However, in no case shall such accessory building or structure exceed twenty-five feet (25') in height in any residential district.
- e. **Residential Area Restrictions.** Accessory buildings or structures shall be permitted as accessory uses in residential areas subject to the following: in residential districts, the maximum square footage of one accessory building or structure cannot exceed one thousand square feet (1,000 sq. ft.) The maximum square footage for two accessory buildings or structures combined cannot exceed one thousand six hundred eighty square feet (1,680 sq. ft.). In no case shall the total square footage of all detached covered accessory buildings and/or structures have a footprint larger than 80% of the footprint of the principal building's first floor livable space.
- f. **Doors.** Doors shall not exceed nine feet (9') in height.
- g. **Drainage.** No negative impacts on stormwater runoff. A grading plan may be required.
- h. **Notification of Surrounding Property Owners.** Utilizing the list of surrounding property owners, within one hundred feet (100') of subject property, the Administrator shall mail to all such listed property owners, by regular mail, a copy of the public notice for the proposed appeal or application. It shall be sufficient that such

written notice is addressed to such owner at the address stated on said roll. If no owner is stated on the tax roll, or no address appears thereon, the written notice to such property shall not be required. Failure of a property owner to receive said notice shall not invalidate any action taken by the Common Council.

2. Additionally, in consideration of a Special Exception request, the City may impose additional conditions to protect the best interests of the surrounding area or the City as a whole. Violation of any such condition is a violation of this Section and Ordinance. Additional conditions imposed may include, but are not limited to the following:

a. Require the use of trim, lighting or other additional architectural detail to soften the impact of the bulk and height of the proposed structure(s) or building(s).

~~b. Require the structure be designed and placed on a lot so as to reasonably maintain a scale/size difference between the principal and accessory structure with the accessory structure being clearly subordinate to the principal structure.~~

~~eb.~~ Require the visibility of the accessory building(s) or structure(s) be minimized as viewed from adjacent lots and rights of way through the use of topography, increased setbacks, fencing, or existing or proposed vegetative landscaping.

~~ec.~~ Require garage door openings are placed so as to reduce their visibility from adjacent lots and rights-of-way.

~~ed.~~ Require the accessory building(s) or structure(s) be reasonably compatible with the architectural detail of the principal structure. The applicant holds the burden of proving the proposed building(s) or structure(s) ~~are~~ is reasonably compatible with the architectural detail of the principal structure.

~~fe.~~ Require the use of the same or similar window and exterior door proportion and type, as the principal building, to soften the impact of the bulk and height of the proposed structure(s).

~~gf.~~ Require general compatibility with adjacent and other property in the district.

3. **Application Procedure.** Any application for a Special Exception shall be submitted on forms provided by the Zoning Administrator. The application must be filed with the Zoning Administrator. In order to be accepted for filing, the application must be accompanied by a receipt from the Department of Neighborhood Services and Inspections indicating payment of the fee established therefore by the Common Council, from time to time, by resolution. The Zoning Administrator or designee thereof, shall prepare a written report and make a recommendation to the Committee on Public Safety and Welfare, said report and recommendation shall be submitted within thirty (30) days of receipt of the application. At its next regularly scheduled meeting, the Committee shall recommend to the Common Council either the granting or denial of the application. The Common Council, within sixty (60) days of receipt of the application, shall grant or deny a Special Exception after conducting a public hearing.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

**BY: ALDERPERSON ERIC HAUGAARD
ALDERPERSON ROCCO LAMACCHIA
ALDERPERSON TOD OHNSTAD
ALDERPERSON JAN MICHALSKI
ALDERPERSON ANTHONY NUDO
ALDERPERSON STEVE BOSTROM
ALDERPERSON JESSE DOWNING**

**TO RENUMBER SECTIONS 3.03 F., 3.03 G., AND 3.03 H. OF
THE ZONING ORDINANCE FOR THE CITY OF KENOSHA
AS SECTIONS 3.03 G., 3.03 H., AND 3.03 I AND TO CREATE
SECTION 3.03 F. ENTITLED ACCESSORY BUILDING
EXEMPTIONS FOR RESIDENTIAL PROPERTY.**

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

Section One: Sections 3.03 F., 3.03 G., and 3.03 H. of the Zoning Ordinance for the City of Kenosha, Wisconsin, are hereby renumbered as 3.03 G., 3.03 H., and 3.03 I.

Section Two: Section 3.03 F. of the Zoning Ordinance for the City of Kenosha, Wisconsin, is hereby created as follows:

F. Special Exceptions – Residential Accessory Building or Structures. A Special Exception from the terms of Section 3.03 D.4.d and the accessory building or structure size requirements of this ordinance, where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, may be granted.

1. Exemption Criteria – A Special Exception shall meet the following criteria:

a. The architectural appearance and functional design of the building or structure and site shall not be so dissimilar to the existing principal buildings and area so as to cause impairment of property values or a blighting influence. All sides of the principal and accessory buildings or structures are to have essentially the same or coordinated, harmonious exterior finish materials and treatment.

b. Relief cannot be contrary to covenants associated with the subject property.

c. For all residential districts, a maximum of two accessory buildings, structures or combination building and structure shall be permitted.

d. No accessory building or structure shall exceed the height of the principal building. However, in no case shall such accessory building or structure exceed twenty-five feet (25') in height in any residential district.

e. Residential Area Restrictions. Accessory buildings or structures shall be permitted as accessory uses in residential areas subject to the following: in residential districts, the maximum square footage of one accessory building or structure cannot exceed one thousand square feet (1,000 sq. ft.) The maximum square footage for two accessory buildings or structures combined cannot exceed one thousand six hundred eighty square feet (1,680 sq. ft.). In no case shall the total square footage of all detached covered accessory buildings and/or structures have a footprint larger than 80% of the footprint of the principal building's first floor livable space.

f. Doors. Doors shall not exceed nine feet (9') in height.

g. Drainage. No negative impacts on stormwater runoff. A grading plan may be required.

h. Notification of Surrounding Property Owners. Utilizing the list of surrounding property owners, within one hundred feet (100') of subject property, the Administrator shall mail to all such listed property owners, by regular mail, a copy of the public notice for the proposed appeal or application. It shall be sufficient that such

written notice is addressed to such owner at the address stated on said roll. If no owner is stated on the tax roll, or no address appears thereon, the written notice to such property shall not be required. Failure of a property owner to receive said notice shall not invalidate any action taken by the Common Council.

2. Additionally, in consideration of a Special Exception request, the City may impose additional conditions to protect the best interests of the surrounding area or the City as a whole. Violation of any such condition is a violation of this Section and Ordinance. Additional conditions imposed may include, but are not limited to the following:

a. Require the use of trim, lighting or other additional architectural detail to soften the impact of the bulk and height of the proposed structure(s) or building(s).

b. Require the visibility of the accessory building(s) or structure(s) be minimized as viewed from adjacent lots and rights of way through the use of topography, increased setbacks, fencing, or existing or proposed vegetative landscaping.

c. Require garage door openings are placed so as to reduce their visibility from adjacent lots and rights-of-way.

d. Require the accessory building(s) or structure(s) be reasonably compatible with the architectural detail of the principal structure. The applicant holds the burden of proving the proposed building(s) or structure(s) are reasonably compatible with the architectural detail of the principal structure.

e. Require the use of the same or similar window and exterior door proportion and type, as the principal building, to soften the impact of the bulk and height of the proposed structure(s).

f. Require general compatibility with adjacent and other property in the district.

3. **Application Procedure.** Any application for a Special Exception shall be submitted on forms provided by the Zoning Administrator. The application must be filed with the Zoning Administrator. In order to be accepted for filing, the application must be accompanied by a receipt from the Department of Neighborhood Services and Inspections indicating payment of the fee established therefore by the Common Council, from time to time, by resolution. The Zoning Administrator or designee thereof, shall prepare a written report and make a recommendation to the Committee on Public Safety and Welfare, said report and recommendation shall be submitted within thirty (30) days of receipt of the application. At its next regularly scheduled meeting, the Committee shall recommend to the Common Council either the granting or denial of the application. The Common Council, within sixty (60) days of receipt of the application, shall grant or deny a Special Exception after conducting a public hearing.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	August 4, 2011	Item 4
By Alderperson Steve Bostrom - To Repeal and Recreate Section 8.04 A. of the Zoning Ordinance entitled Certificate of Occupancy. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

This item requires Common Council approval.

ANALYSIS:

Section 1

- The Ordinance requires an Occupancy Permit for a non-residential building after ninety (90) days of vacancy.
- The Ordinance also requires an Occupancy Permit for residential buildings with four (4) or more units.

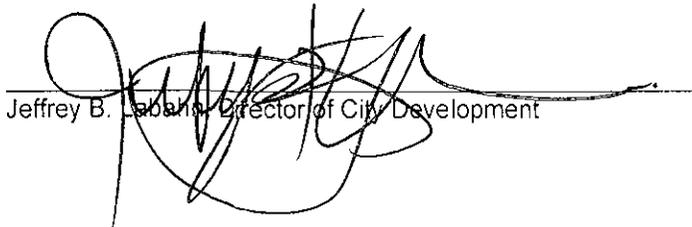
The Commission deferred action on this Ordinance at the July 7th and July 21st meetings because they had questions on the Ordinance.

RECOMMENDATION:

For Commission review and recommendation.



Rich Schroeder, Assistant City Planner



Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/ckays/1CPC/2011/Aug4/fact-zo-804a-occupancy.odt

As Recommended by
City Plan Commission
on 08/04/11

BY: ALDERPERSON STEVE BOSTROM

TO REPEAL AND RECREATE SECTION 8.04 A. OF THE
ZONING ORDINANCE ENTITLED CERTIFICATE OF OCCUPANCY

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

Section One: Section 8.04 A. of the Zoning Code for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

8.04 CERTIFICATE OF OCCUPANCY

A. Certificate of Occupancy Required. A Certificate of Occupancy from the Administrator shall be required as a condition of any person occupying:

1. A building which has been the subject of new construction or erection.
2. A building which has been moved to another foundation on the same or any other parcel of property.
3. A building which has been the subject of an expansion, addition, alteration or reconstruction.
4. A building, or portion thereof located in the B-1, B-2, or B-3 Business District, or in the M-1 or M-2 Manufacturing District, or IP Institutional Park District, which is not used for residential purposes and is subject to a new occupancy, whether owner or tenant.
5. A parcel of land, unimproved by a building, which is used for a business or manufacturing purpose.
6. A residential building used for a Home Occupation under Section 3.03 E. of the Zoning Ordinance.
7. A non-residential building which has been vacant and unoccupied for more than ninety (90) days.
8. A residential building of four (4) or more units in which all the units have been vacant and unoccupied for more than ninety (90) days.
- ~~8.9.~~ A building subject to a business license under Chapters 10, 12, and 13 of the Code of General Ordinances.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON STEVE BOSTROM

TO REPEAL AND RECREATE SECTION 8.04 A. OF THE ZONING ORDINANCE ENTITLED CERTIFICATE OF OCCUPANCY

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

Section One: Section 8.04 A. of the Zoning Code for the City of Kenosha,

Wisconsin, is hereby repealed and recreated as follows:

8.04 CERTIFICATE OF OCCUPANCY

A. Certificate of Occupancy Required. A Certificate of Occupancy from the Administrator shall be required as a condition of any person occupying:

1. A building which has been the subject of new construction or erection.
2. A building which has been moved to another foundation on the same or any other parcel of property.
3. A building which has been the subject of an expansion, addition, alteration or reconstruction.
4. A building, or portion thereof located in the B-1, B-2, or B-3 Business District, or in the M-1 or M-2 Manufacturing District, or IP Institutional Park District, which is not used for residential purposes and is subject to a new occupancy, whether owner or tenant.
5. A parcel of land, unimproved by a building, which is used for a business or manufacturing purpose.
6. A residential building used for a Home Occupation under Section 3.03 E. of the Zoning Ordinance.
7. A non-residential building which has been vacant and unoccupied for more than ninety (90) days.
8. A residential building of four (4) or more units in which all the units have been vacant and unoccupied for more than ninety (90) days.
9. A building subject to a business license under Chapters 10, 12, and 13 of the Code of General Ordinances.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

~~Draft 07/14/11~~
Revised at meeting on 7/25/11
with Mayor and Ald. Ruffolo

BY: THE MAYOR

TO CREATE CHAPTER XXIX OF THE CODE OF GENERAL ORDINANCES ENTITLED "STATEMENT OF ECONOMIC INTEREST BY CITY OFFICERS, EMPLOYEES, ~~AND CANDIDATES AND NOMINEES~~"; ~~FOR ELECTIVE CITY OFFICE~~ TO REPEAL AND RECREATE SUBSECTION 30.06 L. REGARDING NOT-FOR-PROFIT AFFILIATIONS AND TO CREATE SECTION 30.07 ENTITLED "STATEMENT OF ECONOMIC INTEREST"

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

Section One: Chapter XXIX of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

29.01 DECLARATION OF POLICY

The proper operation of democratic government requires that public officers and employees be independent, impartial and responsible; that government decisions and policy be made in the public interest; that public offices and employment not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, the following shall apply to the City officers, employees, ~~and candidates and nominees for elective City office~~ specified in this Chapter. Nothing contained in this Chapter is intended to deny to any person rights granted by the United States Constitution, the Constitution of the State of Wisconsin, the laws of the State of Wisconsin, or labor agreements negotiated with certified employee bargaining units.

29.02 DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Chapter.

A. Officer means the Mayor, City Administrator, Alderpersons and Department Heads. Officer shall not include the Municipal Court Judge who is governed by State law.

B. Employee means any person employed by the City of Kenosha whose duties and responsibilities include awarding or executing contracts for:

1. The purchase of supplies, services, material or equipment for or on behalf of the City of Kenosha.
2. The construction of public works for or on behalf of the City of Kenosha.
3. The sale or leasing of real property for or on behalf of the City of Kenosha.

Employee shall also mean any other person employed by the City of Kenosha designated by the Mayor to file a Statement of Economic Interest.

C. **Candidate** means any person who files nomination papers and a declaration of candidacy for elective City office. Candidate shall not include any person seeking the office of Municipal Court Judge who is governed by State law.

D. **Nominee** means any person nominated to serve on a City board, commission, authority or committee specified in Chapter I of the Code of General Ordinances.

E.D. **Statement of Economic Interest** means the City approved form denominated as the Statement of Economic Interest as may be amended from time to time which is required to be filed pursuant to this Chapter.

29.03 STATEMENT OF ECONOMIC INTEREST REQUIRED

The following persons shall file a completed Statement of Economic Interest with the City Clerk/Treasurer:

A. All officers of the City of Kenosha as defined in **Section 29.02 A.** of this Chapter.

B. All employees of the City of Kenosha as defined in **Section 29.02 B.** of this Chapter.

C. All candidates for elective City office as defined in **Section 29.02 C.** of this Chapter.

D. All nominees for a City board, commission, authority or committee as defined in **Section 29.02 D.** of this Chapter.

29.04 TIME FOR FILING

All City officers, employees, ~~and~~ candidates and nominees for elective City office required to file a completed Statement of Economic Interest pursuant to this Chapter shall do so within the following time limits:

A. New officers and employees within thirty (30) days after taking their office or position.

B. Current officers and employees within thirty (30) days after the effective date of this Ordinance.

C. Candidates for elective City office by 4:30 P.M. on the next working day following the last day for the filing of nomination papers.

D. **Nominees for a City board, commission, authority or committee within ten (10) business days prior to consideration of the nomination by the Common Council.**

29.05 INCOMPLETE STATEMENT OF ECONOMIC INTEREST

All information sought by the Statement of Economic Interest must be provided or alternatively contain an affirmative statement that the information sought does not apply. Failure to do so shall render the Statement of Economic Interest incomplete. The City Clerk/Treasurer shall refuse to accept for filing an incomplete Statement of Economic Interest. The City Clerk/Treasurer shall not be responsible for determining or verifying the accuracy of any of the information provided on the Statement of Economic Interest. Submission of any incomplete Statement of Economic Interest for filing with the City Clerk/Treasurer shall not satisfy the requirements of this Ordinance.

29.06 PENALTY

A. Any City officer or employee, other than the Mayor or an Alderperson, subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be notified in

writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the City officer or employee file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so shall subject them to suspension without pay from their office or position until such time as compliance with this Chapter is achieved. The City Clerk/Treasurer shall report noncompliance to the Mayor who shall be responsible for suspending the non-compliant City officer or employee without pay from their office or position until compliance is achieved. In addition, noncompliance with this Chapter may also constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.

B. Any Mayor or Alderperson subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be notified in writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the Mayor or Alderperson file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so may constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.

C. Any candidate for elective City office subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be precluded from having their name placed on the election ballot.

D. Any nominee for a City board, commission, authority or committee subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in Section 29.04 shall be precluded from having their nomination considered by the Common Council.

Section Two: Subsection **30.06 L.** of the Code of General Ordinances is repealed

and recreated as follows:

L. Not-For-Profit Affiliations. Any person covered under **Section 30.02 B.** of the Code of General Ordinances, especially members of the City Common Council, shall disclose in writing any and all affiliation(s) they may have with any not-for-profit organization seeking financial support from the City of Kenosha. Disclosure shall occur at the earliest time practicable and be made pursuant to **Section 30.05.** Any covered person shall refrain from voting on funding applications of organizations with which they, or an immediate family member, serve as a Director, officer or in any paid position. “Immediate Family” shall mean a spouse, ~~sibling, parent, child, stepparent or stepchild~~ **cohabitant or domestic partner.**

Section Three: **Section 30.07** of the Code of General Ordinances is created as follows:

30.07 STATEMENT OF ECONOMIC INTEREST

~~All City officers and employees~~ Any person covered under Section 30.02 B. of the Code of General Ordinances and who is subject to Chapter XXIX of the Code of General Ordinances shall file a true, correct and complete Statement of Economic Interest required thereunder. The failure ~~of any City officer or employee~~ to file a true, correct and complete Statement of Economic Interest shall be unlawful and constitute a violation of this Code of Ethics subject to enforcement and penalty as provided in this Code.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha



This space for office use:
 Postmark/Received Date:

CITY OF KENOSHA
Statement of Economic Interest

Last Name	First Name	Middle Initial
Position Held or Sought: _____		

General filing information:

- The information sought in this form is required by Chapter XXIX of the Code of General Ordinances.
- The information to be provided in this Statement of Economic Interest covers the period from January 1 of the preceding taxable year to the date this Statement of Economic Interest is filed with the City Clerk/Treasurer as required by Chapter XXIX of the Code of General Ordinances.

A copy of Chapter XXIX of the Code of General Ordinances, "Statement of Economic Interest by City Officers, Employees, Candidates and Nominees" is available at <http://www.kenosha.org>.

1. BUSINESS ACTIVITIES. List businesses, farms, rental, commercial, and income producing real estate, and business activities in the City of Kenosha which you or your family, your spouse, cohabitant or domestic partner had a least a 10% or greater interest. If none, state none.

Name of Business	Municipality or Town — County — State <i>Address</i>	Describe Nature of Business

2. REAL ESTATE. List the specific location of real estate located in the City of Kenosha in which you or your family, your spouse, cohabitant or domestic partner had an interest except your principal residence and real estate whose location you listed in Item 1. If none, state none.

LOCATION OF PROPERTY Street address or tax parcel no. if vacant land	TYPE OF PROPERTY (e.g., farm, apartment, condominium or second home)	NATURE OF INTEREST (e.g., own, lease, option, easement, land contract, partnership, limited liability company)

3. EMPLOYER. List your and your family's spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business. If none, state none.

Name of Employer If City of Kenosha identify office or department	City	State	Nature of employer's business

Rev. 07/27/11

ORDINANCE NO. _____

BY: THE MAYOR

TO CREATE CHAPTER XXIX OF THE CODE OF GENERAL ORDINANCES ENTITLED “STATEMENT OF ECONOMIC INTEREST BY CITY OFFICERS, EMPLOYEES, CANDIDATES AND NOMINEES”; TO REPEAL AND RECREATE SUBSECTION 30.06 L. REGARDING NOT-FOR-PROFIT AFFILIATIONS AND TO CREATE SECTION 30.07 ENTITLED “STATEMENT OF ECONOMIC INTEREST”

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

Section One: Chapter XXIX of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

29.01 DECLARATION OF POLICY

The proper operation of democratic government requires that public officers and employees be independent, impartial and responsible; that government decisions and policy be made in the public interest; that public offices and employment not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, the following shall apply to the City officers, employees, candidates and nominees specified in this Chapter. Nothing contained in this Chapter is intended to deny to any person rights granted by the United States Constitution, the Constitution of the State of Wisconsin, the laws of the State of Wisconsin, or labor agreements negotiated with certified employee bargaining units.

29.02 DEFINITIONS

The following definitions shall apply in the interpretation and enforcement of this Chapter.

A. Officer means the Mayor, City Administrator, Alderpersons and Department Heads. Officer shall not include the Municipal Court Judge who is governed by State law.

B. Employee means any person employed by the City of Kenosha whose duties and responsibilities include awarding or executing contracts for:

1. The purchase of supplies, services, material or equipment for or on behalf of the City of Kenosha.
2. The construction of public works for or on behalf of the City of Kenosha.
3. The sale or leasing of real property for or on behalf of the City of Kenosha.

Employee shall also mean any other person employed by the City of Kenosha designated by the Mayor to file a Statement of Economic Interest.

C. Candidate means any person who files nomination papers and a declaration of candidacy for elective City office. Candidate shall not include any person seeking the office of Municipal Court Judge who is governed by State law.

D. Nominee means any person nominated to serve on a City board, commission, authority or committee

specified in Chapter I of the Code of General Ordinances.

E. Statement of Economic Interest means the City approved form denominated as the Statement of Economic Interest as may be amended from time to time which is required to be filed pursuant to this Chapter.

29.03 STATEMENT OF ECONOMIC INTEREST REQUIRED

The following persons shall file a completed Statement of Economic Interest with the City Clerk/Treasurer:

A. All officers of the City of Kenosha as defined in **Section 29.02 A.** of this Chapter.

B. All employees of the City of Kenosha as defined in **Section 29.02 B.** of this Chapter.

C. All candidates for elective City office as defined in **Section 29.02 C.** of this Chapter.

D. All nominees for a City board, commission, authority or committee as defined in **Section 29.02 D.** of this Chapter.

29.04 TIME FOR FILING

All City officers, employees, candidates and nominees required to file a completed Statement of Economic Interest pursuant to this Chapter shall do so within the following time limits:

A. New officers and employees within thirty (30) days after taking their office or position.

B. Current officers and employees within thirty (30) days after the effective date of this Ordinance.

C. Candidates for elective City office by 4:30 P.M. on the next working day following the last day for the filing of nomination papers.

D. Nominees for a City board, commission, authority or committee within ten (10) business days prior to consideration of the nomination by the Common Council.

29.05 INCOMPLETE STATEMENT OF ECONOMIC INTEREST

All information sought by the Statement of Economic Interest must be provided or alternatively contain an affirmative statement that the information sought does not apply. Failure to do so shall render the Statement of Economic Interest incomplete. The City Clerk/Treasurer shall refuse to accept for filing an incomplete Statement of Economic Interest. The City Clerk/Treasurer shall not be responsible for determining or verifying the accuracy of any of the information provided on the Statement of Economic Interest. Submission of any incomplete Statement of Economic Interest for filing with the City Clerk/Treasurer shall not satisfy the requirements of this Ordinance.

29.06 PENALTY

A. Any City officer or employee, other than the Mayor or an Alderperson, subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be notified in writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the City officer or employee file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so shall subject them to suspension without pay from their office or position until such time as compliance with this Chapter is achieved. The City Clerk/Treasurer shall report noncompliance to the Mayor who shall be responsible for suspending the non-compliant City officer or employee without pay from their office or position

until compliance is achieved. In addition, noncompliance with this Chapter may also constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.

B. Any Mayor or Alderperson subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be notified in writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the Mayor or Alderperson file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so may constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.

C. Any candidate for elective City office subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be precluded from having their name placed on the election ballot.

D. Any nominee for a City board, commission, authority or committee subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be precluded from having their nomination considered by the Common Council.

Section Two: Subsection **30.06 L.** of the Code of General Ordinances is repealed

and recreated as follows:

L. Not-For-Profit Affiliations. Any person covered under **Section 30.02 B.** of the Code of General Ordinances, especially members of the City Common Council, shall disclose in writing any and all affiliation(s) they may have with any not-for-profit organization seeking financial support from the City of Kenosha. Disclosure shall occur at the earliest time practicable and be made pursuant to **Section 30.05.** Any covered person shall refrain from voting on funding applications of organizations with which they, or an immediate family member, serve as a Director, officer or in any paid position. “Immediate Family” shall mean a spouse, cohabitant or domestic partner.

Section Three: **Section 30.07** of the Code of General Ordinances is created as follows:

30.07 STATEMENT OF ECONOMIC INTEREST

Any person covered under **Section 30.02 B.** of the Code of General Ordinances and who is subject to Chapter XXIX of the Code of General Ordinances shall file a true, correct and complete Statement of Economic Interest required thereunder. The failure to file a true, correct and complete Statement of Economic Interest shall be unlawful and constitute a violation of this Code of Ethics subject to enforcement and penalty as provided in this Code.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

This form must be filed with:
 City Clerk/Treasurer
 City of Kenosha



This space for office use:
 Postmark/Received Date:

CITY OF KENOSHA
Statement of Economic Interest

Last Name	First Name	Middle Initial
Position Held or Sought: _____		

General filing information:

- The information sought in this form is required by Chapter XXIX of the Code of General Ordinances.
- The information to be provided in this Statement of Economic Interest covers the period from January 1 of the preceding taxable year to the date this Statement of Economic Interest is filed with the City Clerk/Treasurer as required by Chapter XXIX of the Code of General Ordinances.

A copy of Chapter XXIX of the Code of General Ordinances, "Statement of Economic Interest by City Officers, Employees, Candidates and Nominees" is available at <http://www.kenosha.org>.

1. BUSINESS ACTIVITIES. List businesses, farms, rental, commercial, and income producing real estate, and business activities in the City of Kenosha which you, your spouse, cohabitant or domestic partner had a least a 10% or greater interest. If none, state none.

Name of Business	Address	Describe Nature of Business

2. REAL ESTATE. List the specific location of real estate located in the City of Kenosha in which you, your spouse, cohabitant or domestic partner had an interest except your principal residence and real estate whose location you listed in Item 1. If none, state none.

LOCATION OF PROPERTY Street address or tax parcel no. if vacant land	TYPE OF PROPERTY (e.g., farm, apartment, condominium or second home)	NATURE OF INTEREST (e.g., own, lease, option, easement, land contract, partnership, limited liability company)

3. EMPLOYER. List your and your spouse's, cohabitant's or domestic partner's employers. If self-employed list nature of business. If none, state none.

Name of Employer If City of Kenosha identify office or department	City	State	Nature of employer's business

Rev. 07/27/11

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	June 9, 2011	Item 2
Zoning Ordinance to Create Subsection 18.02 d. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035, District #16. (Sai Ram Real Estate Management, LLC) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 11809 Burlington Road, owned by Sai Ram Real Estate Management, LLC

NOTIFICATIONS/PROCEDURES:

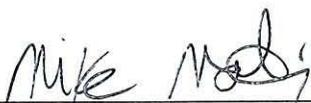
The alderman of the district, Alderman Downing, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references Map C2-11, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan. The Amendment will change the land use designation for the referenced properties from *Industrial* to *Commercial*.

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance.



Mike Maki, AICP, Planner
/u2/acct/cp/ckays/1CPC/2011/June9/fact-zo-sairam.odt



Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

DRAFT 050911

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 d. OF THE ZONING
ORDINANCE TO AMEND THE LAND USE PLAN MAP
FOR THE CITY OF KENOSHA: 2035**

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

Section One: Subsection 18.02 d. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

- a. By Common Council resolution 126-10 on file with the City Clerk.
- b. By map C1-10 on file with the Department of City Development.
- c. By map C1-11 on file with the Department of City Development.
- d. By map C2-11 on file with the Department of City Development.**

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 d. OF THE ZONING
ORDINANCE TO AMEND THE LAND USE PLAN MAP
FOR THE CITY OF KENOSHA: 2035**

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

Section One: Subsection 18.02 d. of the Zoning Ordinance for the City of

Kenosha, Wisconsin, is hereby created as follows:

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

- a. By Common Council resolution 126-10 on file with the City Clerk.
- b. By map C1-10 on file with the Department of City Development.
- c. By map C1-11 on file with the Department of City Development.
- d. By map C2-11 on file with the Department of City Development.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City of Kenosha
Comprehensive Plan Amendment
Map C2-11

Burlington Road

Future East Frontage Road



Property requested to be changed from INDUSTRIAL to COMMERCIAL



Industrial



Wetland



0 25 50 100 150 200 Feet

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 21, 2011	Item 7
To Repeal and Recreate Section 8.04 B. regarding Certificate of Occupancy Prohibitions, To Create Subsection 8.04 B.2 regarding owner's failure to obtain a required Certificate of Occupancy and to To Create Subsection 8.04 G. of the Zoning Code for the City of Kenosha entitled Penalties. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City-Wide

NOTIFICATIONS/PROCEDURES:

This item will also be reviewed by the Public Safety & Welfare Committee before final approval by the Common Council.

ANALYSIS:

Section 1

- The proposed Ordinance makes minor clerical corrections to the existing Ordinance
- The proposed Ordinance states the owner of the building is responsible to require any tenants occupying the building to obtain an Occupancy Permit.

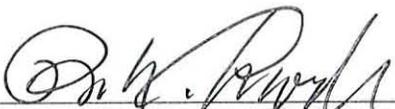
Section 2

- The proposed Ordinance establishes penalties for not obtaining an Occupancy Permit.

The Commission deferred action on this Ordinance at the June 9th and July 7th meetings because they had questions on the impacts of the Ordinance. Additional City Staff will be present at the meeting to answer questions on the Occupancy Permit process.

RECOMMENDATION:

For Commission review and recommendation.


Rich Schroeder, Assistant City Planner


Jeffrey B. Labahn, Director of City Development

/u2/acct/cp/ckays/1CPC/2011/July21/fact-zo-804b&g.odt

DRAFT 05.25.11

BY: ALDERPERSON RAY MISNER
ALDERPERSON STEVE BOSTROM

**TO REPEAL AND RECREATE SECTION 8.04 B. REGARDING
CERTIFICATE OF OCCUPANCY PROHIBITIONS , TO CREATE
SUBSECTION 8.04 B.2 REGARDING OWNER'S FAILURE TO OBTAIN
A REQUIRED CERTIFICATE OF OCCUPANCY AND TO CREATE
SUBSECTION 8.04 G. OF THE ZONING ORDINANCE FOR THE CITY OF
KENOSHA ENTITLED PENALTIES.**

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

Section One: Section 8.04 B. of the Zoning Ordinance for the City of Kenosha is hereby

repealed and recreated as follows:

B. Prohibitions.

1. It shall be unlawful for any person to occupy a building, parcel of land, or portion thereof ~~without:~~
~~a1. Without H~~having first obtained a Certificate of Occupancy where required, except where having
obtained a Temporary Certificate of Occupancy which has not expired or been terminated.

~~b2.~~ Following the expiration or revocation of a Certificate of Occupancy.

~~c3.~~ Following the expiration of a Temporary Certificate of Occupancy.

~~d4.~~ Contrary to the terms, conditions and limitations of a Certificate of Occupancy, ~~or Temporary~~
~~Certificate of Occupancy.~~

~~e5.~~ Contrary to the terms, conditions and limitations of a Temporary Certificate of Occupancy.

2. It shall be unlawful for the owner of any building, parcel of land, or portion thereof for which
a Certificate of Occupancy is required to permit any person to occupy said building, parcel of land, or
portion thereof without having first required that the person obtain a Certificate of Occupancy as required
herein.

Section Two: Section 8.04 G. of the Zoning Code for the City of Kenosha is hereby

created as follows:

G. PENALTIES

Any person, party, firm or corporation who violates any of the provisions of this Section shall upon conviction be subject to a forfeiture of not less than One Hundred Fifty (\$150.00) Dollars, nor more than Five Thousand (\$5,000.00) Dollars for each offense, plus the cost of prosecution. In default of payment thereof, the violator may be imprisoned in the Kenosha County Jail for a term not to exceed ninety (90) days or until such forfeiture and costs have been paid. Each day that a violation continues to exist shall constitute a separate offense. In cases where the above penalty conflicts with any other penalty established by this Ordinance, the most severe penalty shall apply.

Section Three:

This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER
ALDERPERSON STEVE BOSTROM

**TO REPEAL AND RECREATE SECTION 8.04 B. REGARDING
CERTIFICATE OF OCCUPANCY PROHIBITIONS , TO CREATE
SUBSECTION 8.04 B.2 REGARDING OWNER'S FAILURE TO OBTAIN
A REQUIRED CERTIFICATE OF OCCUPANCY AND TO CREATE
SUBSECTION 8.04 G. OF THE ZONING ORDINANCE FOR THE CITY OF
KENOSHA ENTITLED PENALTIES**

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

Section One: Section 8.04 B. of the Zoning Ordinance for the City of Kenosha is hereby

repealed and recreated as follows:

B. Prohibitions.

1. It shall be unlawful for any person to occupy a building, parcel of land, or portion thereof :
 - a. Without having first obtained a Certificate of Occupancy where required, except where having obtained a Temporary Certificate of Occupancy which has not expired or been terminated.
 - b. Following the expiration or revocation of a Certificate of Occupancy.
 - c. Following the expiration of a Temporary Certificate of Occupancy.
 - d. Contrary to the terms, conditions and limitations of a Certificate of Occupancy.
 - e. Contrary to the terms, conditions and limitations of a Temporary Certificate of Occupancy.
2. It shall be unlawful for the owner of any building, parcel of land, or portion thereof for which a Certificate of Occupancy is required to permit any person to occupy said building, parcel of land, or portion thereof without having first required that the person obtain a Certificate of Occupancy as required herein.

Section Two: Section 8.04 G. of the Zoning Code for the City of Kenosha is hereby

created as follows:

G. PENALTIES

Any person, party, firm or corporation who violates any of the provisions of this Section shall upon conviction be subject to a forfeiture of not less than One Hundred Fifty (\$150.00) Dollars, nor more than Five Thousand (\$5,000.00) Dollars for each offense, plus the cost of prosecution. In default of payment thereof, the violator may be imprisoned in the Kenosha County Jail for a term not to exceed ninety (90) days or until such forfeiture and costs have been paid. Each day that a violation continues to exist shall constitute a separate offense. In cases where the above penalty conflicts with any other penalty established by this Ordinance, the most severe penalty shall apply.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 7, 2011	Item 7
To Create Subsections 18.02 e. and 18.02 f. of the Zoning Ordinance to amend the Land Use Plan Map for the City of Kenosha: 2035. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3706 - 3720 Roosevelt Road (Banks of Wisconsin) and
2929 75th Street (Southport Lumber Company)

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Misner, has been notified. The Common Council is the final review authority.

ANALYSIS:

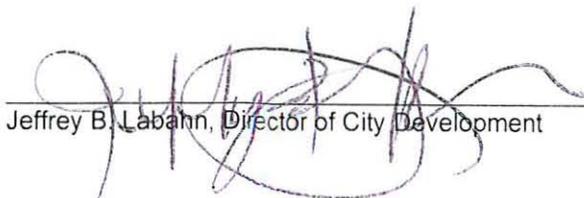
- The Common Council adopted a *Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
- Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
- The attached Zoning Ordinance references Maps C3-11 and C4-11, which identifies the Amendment to the Land Use Plan in the Comprehensive Plan.
- The Amendment will change the land use designation for the referenced properties from Commercial to Medium-High Density Residential for the Banks of Wisconsin petition and Industrial to Commercial for the Southport Lumber Company petition.

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/July7/fact-zo-banks&southport.odt



Jeffrey B. Labahn, Director of City Development

ZONING ORDINANCE NO. _____

Purposed recommendation
by City Plan Commission
at the meeting of 7/7/11

BY: CITY PLAN COMMISSION

**TO CREATE SUBSECTIONS 18.02 e. and 18.02 f. OF THE
ZONING ORDINANCE TO AMEND THE LAND USE PLAN
MAP FOR THE CITY OF KENOSHA: 2035**

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

Section One: Subsections 18.02 e. and 18.02 f. of the Zoning Ordinance for the

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

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

- a. By Common Council resolution 126-10 on file with the City Clerk.
- b. By map C1-10 on file with the Department of City Development.
- c. By map C1-11 on file with the Department of City Development.
- d. By map C2-11 on file with the Department of City Development.
- ~~e. By map C3-11 on file with the Department of City Development.~~
- f. By map C4-11 on file with the Department of City Development.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ZONING ORDINANCE NO. _____

BY: CITY PLAN COMMISSION

TO CREATE SUBSECTIONS 18.02 e. and 18.02 f. OF THE
ZONING ORDINANCE TO AMEND THE LAND USE PLAN
MAP FOR THE CITY OF KENOSHA: 2035

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

Section One: Subsections 18.02 e. and 18.02 f. of the Zoning Ordinance for the

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

18.02 The comprehensive plan adopted in subsection 18.01 is amended by the following:

- a. By Common Council resolution 126-10 on file with the City Clerk.
- b. By map C1-10 on file with the Department of City Development.
- c. By map C1-11 on file with the Department of City Development.
- d. By map C2-11 on file with the Department of City Development.
- f. By map C4-11 on file with the Department of City Development.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

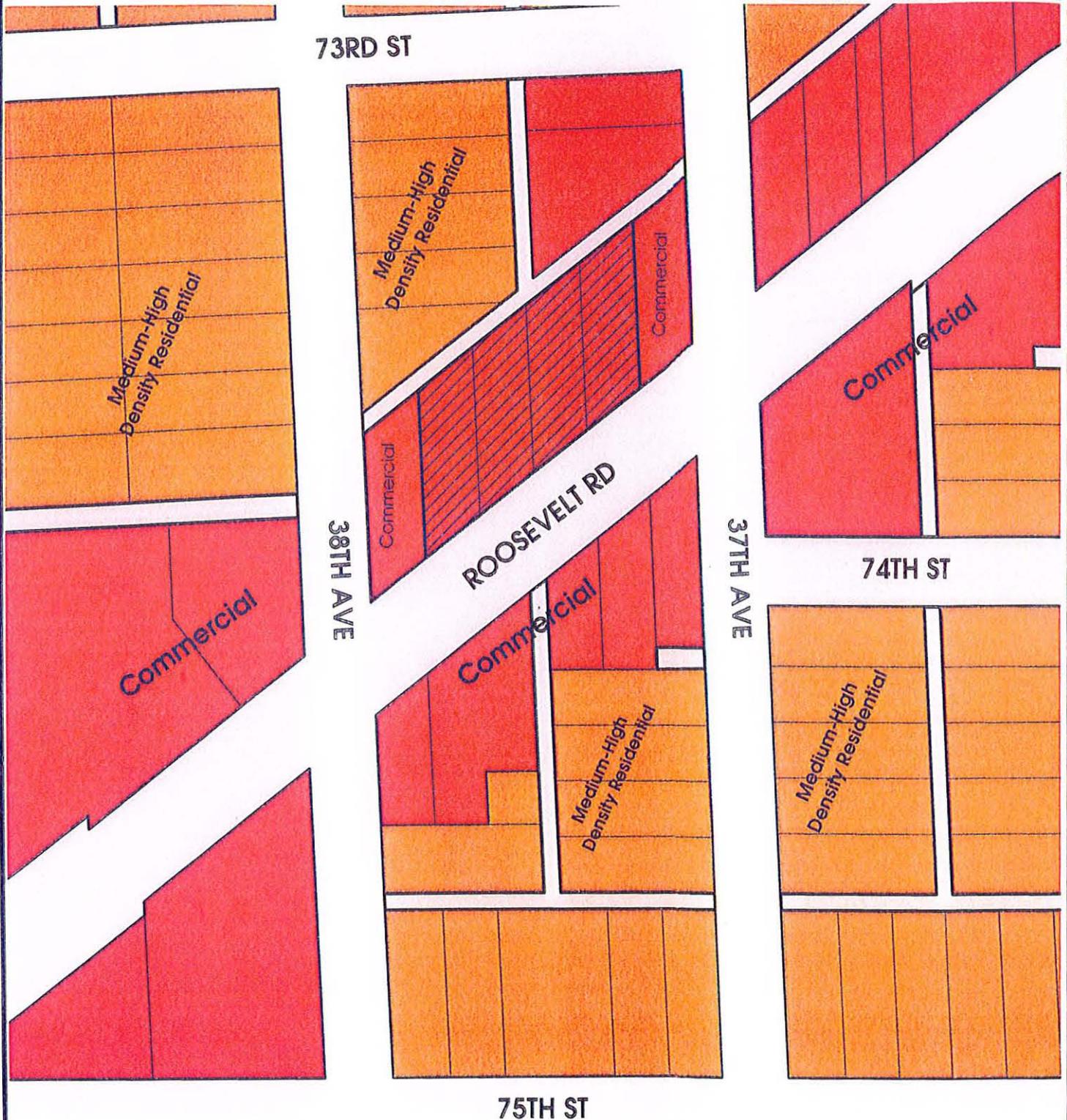
City of Kenosha

Comprehensive Plan Amendment

Supplement No. C3-11

Ordinance No. _____

Banks of Wisconsin Petition



Property requested to be changed from Commercial to Medium-High Density Residential

Common Council Agenda Item # G.3.



0 12.5 25 50 75 100 Feet

City of Kenosha

Comprehensive Plan Amendment

Southport Lumber Company Petition

Supplement No. C4-11

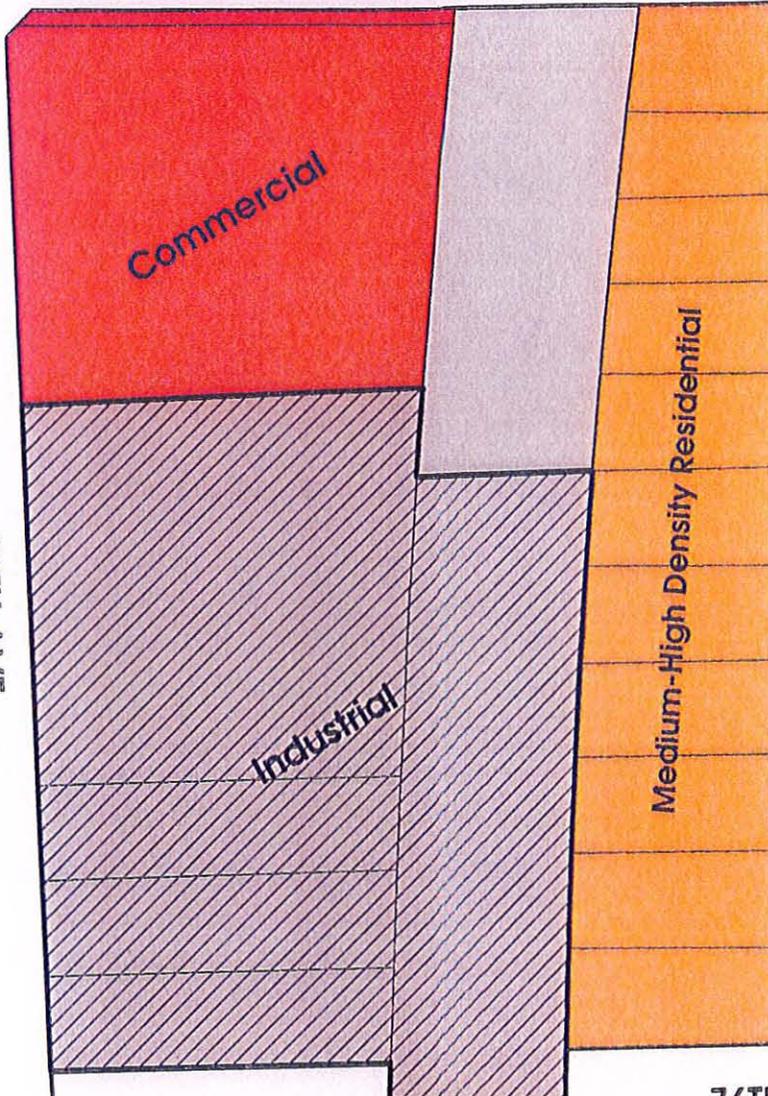
Ordinance No. _____



75TH ST



30TH AVE



Medium-High Density Residential

29TH AVE

76TH ST

76TH ST



Property requested to be changed from Industrial to Commercial



Common Council Agend Item # G.3.

DCD City Plan Division - JBL - BIRG June 16, 2011

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 7, 2011	Item 4
Petition to rezone property at 3720 Roosevelt Road from B-2 Community Business District to RG-1 General Residential in conformance with Section 10.02 of the Zoning Ordinance, District #13. (Banks of Wisconsin) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 3720 Roosevelt Road
Neighborhood: Roosevelt

Vicinity Zoning/Land Use

North: RG-1/Mixed Residential
South: B-2/Commercial
East: B-2/Commercial
West: B-2/Commercial

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Misner, has been notified. The Common Council is the final review authority.

ANALYSIS:

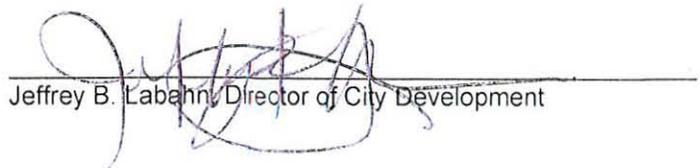
- The owner of the property has requested to rezone the property from B-2 Community Business District to RG-1 General Residential District. The purpose of the rezoning is to allow the existing building on the site to be used as a single-family residence. The Site had been used as a hair salon and other business uses in the past.
- Rezoning of the property to RG-1 General Residential is consistent with the existing land uses to the north of the property and the amended Comprehensive Land Use Plan.
- The final development will be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
- The rezoning will be compatible with the surrounding land uses and the amended Comprehensive Land Use Plan.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/July7/fact-rezone-banks.odt



Jeffrey B. Labahn, Director of City Development

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTY LOCATED 3720 ROOSEVELT ROAD FROM B-2 COMMUNITY BUSINESS DISTRICT TO RG-1 GENERAL RESIDENTIAL IN CONFORMANCE WITH SECTION 10.02 OF THE ZONING ORDINANCE. DISTRICT #13. [BANKS OF WISCONSIN)

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. Z3-11 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:
MATTHEW A. KNIGHT
Deputy City Attorney

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z3-11

ORDINANCE NO. _____

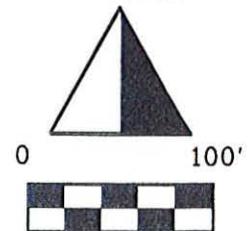
Banks of Wisconsin Petition



Property requested to be rezoned from:

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

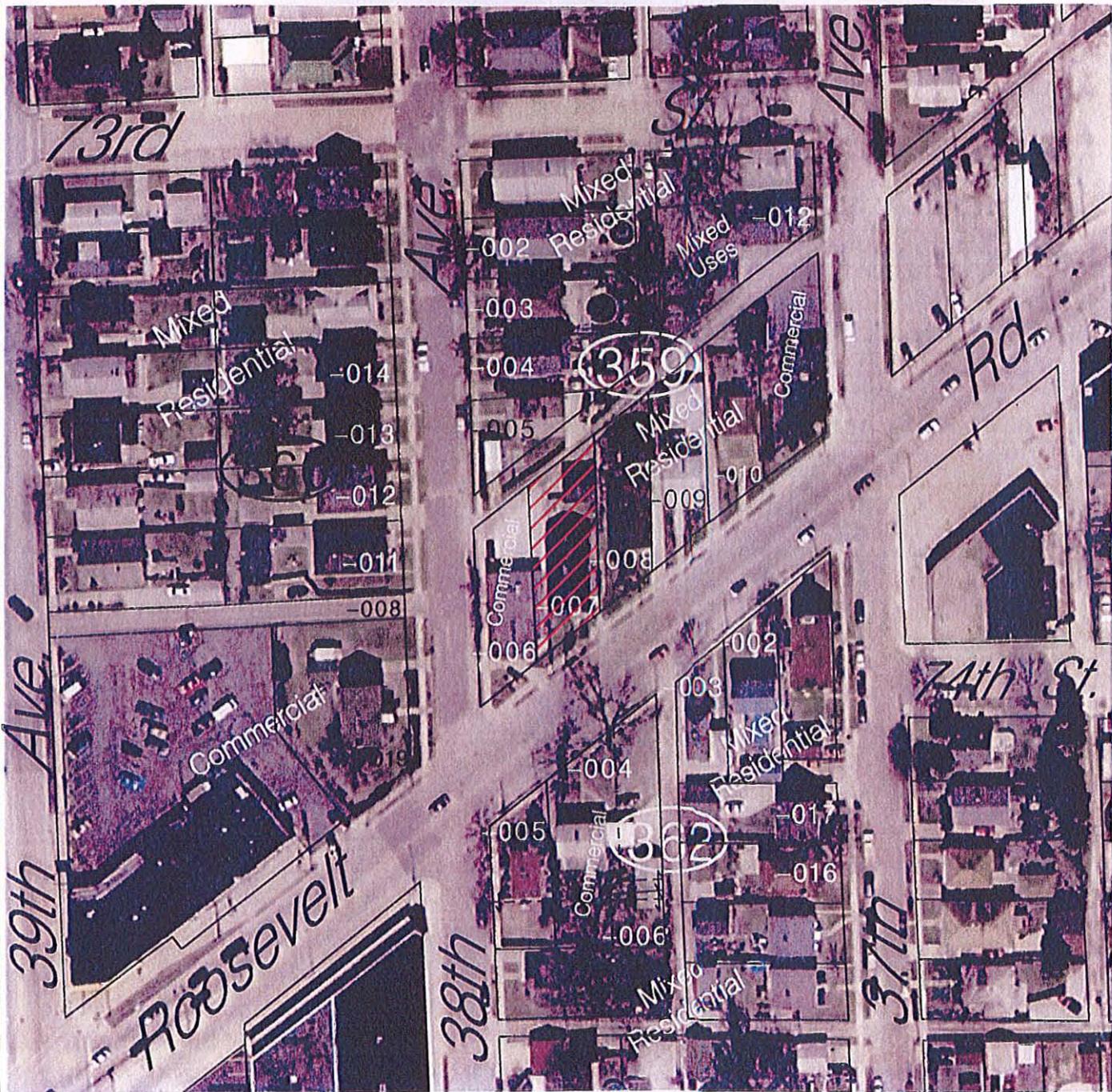
NORTH



CITY OF KENOSHA

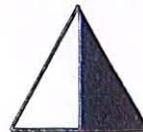
Land Use Map

Banks of Wisconsin Rezoning



 *Property requested to be rezoned:*

NORTH



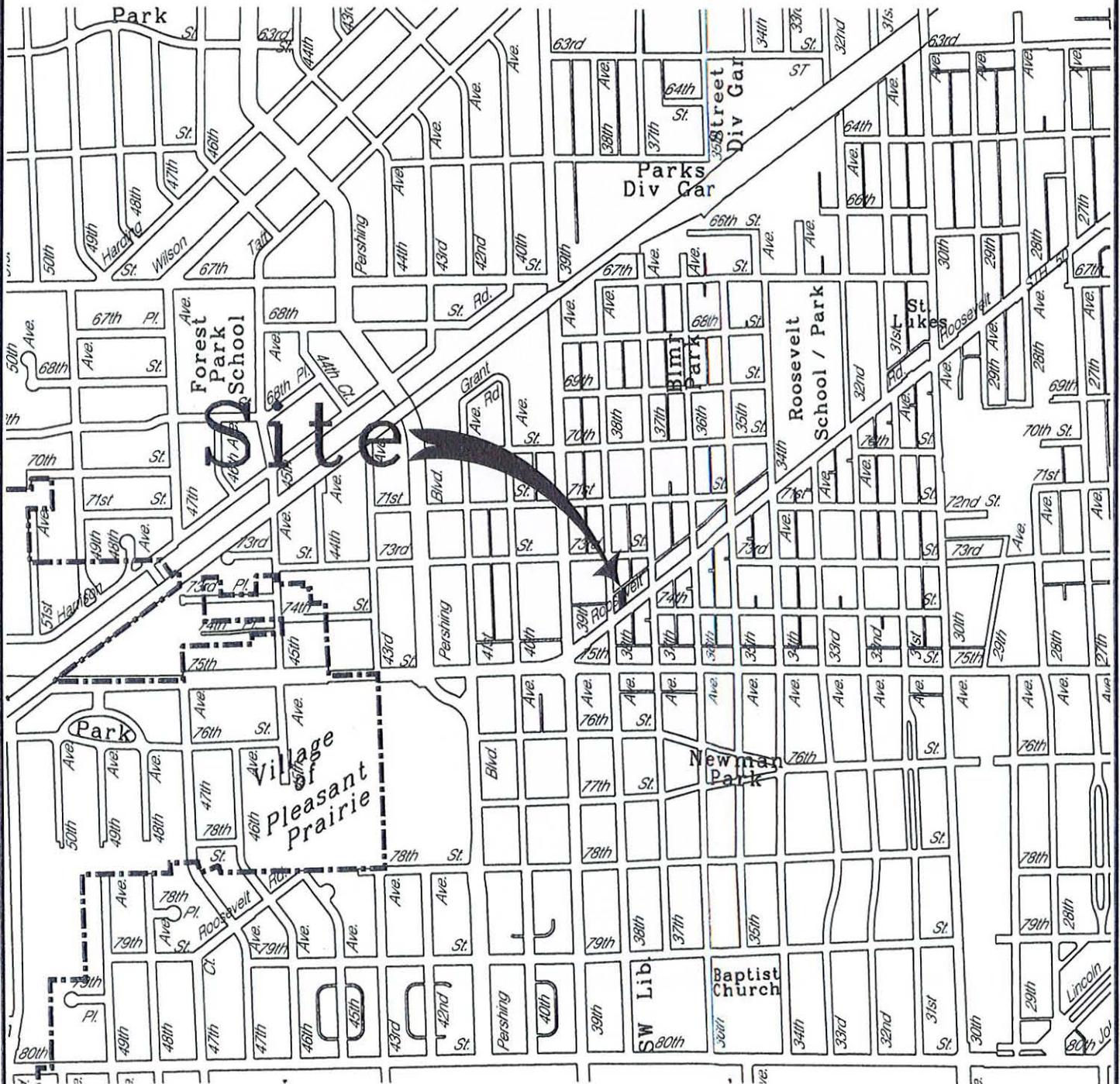
0 100'



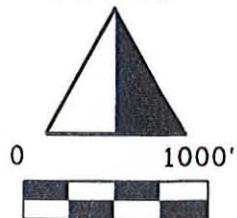
CITY OF KENOSHA

Vicinity Map

Banks of Wisconsin Rezoning



NORTH



May 20, 2011

The Honorable Mayor
and Members of the Common Council
625 52nd Street, Room 300
Kenosha, Wisconsin 53140

Dear Members of the Common Council:

It is requested that the Bank's property located at 3720 Roosevelt Road, Kenosha, WI be rezoned from B-2 to Single-family Residential. The purpose of the rezoning is to permit single family residential use of the property.

Attached is a receipt of the \$550 rezoning fee as required by Section 9 of the City of Kenosha Zoning Ordinance.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Todd Schalinske at Bank of Kenosha, 5117 Green Bay Road, Kenosha, WI 53144. I can be reached at 262-842-0229 if there are any questions regarding my request for the rezoning.

Sincerely,



Todd Schalinske
Assistant Vice President

www.bankofkenosha.com

**SECTION 9
REZONING**

Additional Information Required:	Current Zoning District: <u>B-2</u>
	Proposed Zoning District: <u>Single Family R6-1</u>
	Proposed Type of Rezoning: (Check all applicable) <input checked="" type="checkbox"/> Single-family Residential <input type="checkbox"/> Two-family Residential <input type="checkbox"/> Multi-family Residential (3 or more units) <input type="checkbox"/> Institutional, Commercial or Industrial
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition. ➤ Building and Site Development Plans as indicated below.
Fees:	<ul style="list-style-type: none"> ➤ Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u> ➤ Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans) <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact City Development to verify the total fee before submitting the rezoning application.</i></p>
Appendices to Review:	➤ N/A
Approximate Review Time:	➤ 60 days (Reviewed by City Plan Commission and Common Council)

A rezoning request can be initiated by:

- The City Plan Commission
- The Common Council
- A petition of 50 percent or more of the owners of property within the area proposed to be rezoned

SAMPLE REZONING PETITION

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

Dear Members of the Common Council:

It is requested that my property located at *(address or parcel number)* be rezoned from *(present zoning)* to *(proposed rezoning)*. The purpose of the rezoning is to permit *(proposed use of the property)*.

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

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to *(list one name only)* at *(address)*. I can be reached at *(phone number)* if there are any questions regarding my request for the rezoning.

Sincerely,

Current Property Owner

NUNZIO CORTELLI
262 620-1197

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

June 24, 2011

Notice of Public Hearing

Rezoning of property located at 3720 Roosevelt Road (Banks of Wisconsin)

The City Plan Commission will hold a public hearing on a petition submitted by Banks of Wisconsin to rezone their property at the 3720 Roosevelt Road. The proposed rezoning would amend the zoning on the property from B-2 Community Business District to RG-1 General Residential District. The purpose of the rezoning request is to allow the existing building on the site to be used as a single-family residence.

An Amendment to the City's adopted *Comprehensive Land Use Plan for the City of Kenosha: 2035* is also required. The Amendment will change the land use from *Commercial* to *Medium-High Density Residential*.

The public hearing will be held at the City Plan Commission meeting as follows:

Thursday, July 7, 2011 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140

You are being notified of these public hearings because, as the owner of property located within 100-feet of the proposed zoning change, you are eligible to file a protest petition pursuant to Wisconsin State Statutes. The proposed rezoning **will not** change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning and the location of your property has been highlighted.

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, August 15, 2011 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4049.

BW:kas
Enclosure

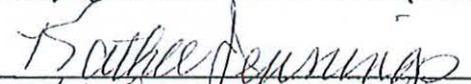
PETITION OF PROTEST

We, the undersigned and owners of property whose address follows our respective signatures, do hereby protest the change of zone or district from B-2 Community Business to Rg-1 General Res. of the property known as (or located at): 3720 Roosevelt Road

Names of Owners	Address of Property Owned	Date
Johanna M. Burmeister	3700 - Roosevelt Rd	6/30/11
Gayle Brunner	3700 - Roosevelt Rd	6/30/11
Robert J. Brunner	3706 - Roosevelt Rd	6/30/11
Kenneth J. Brunner	3706 Roosevelt Rd	6/30/11
Paulette Hughes (Jr)	3716 Roosevelt Rd	6-30-11
Peter J. Kalish	3725 Roosevelt Rd	6-30-11
Margaret Halverson	3725 Roosevelt Rd	6-30-11
PETER KALISH	3713 - Roosevelt Rd	6-30-11

For additional signatures and address, use reverse side.

The undersigned, under oath, does swear that he/she personally circulated the above protest petition and that the parties whose signatures appear thereon personally signed said document in his/her presence.

 (Signature)
 KATHIE JENNINGS (Print Name)

Subscribed and sworn to me this 30 day of June 2011.


 Notary Public, Kenosha, County, Wisconsin
 My Commission Expires/Is: April 6, 2014



For Office Use Only	
I hereby certify that:	
	Owners of at least 20% of the area included in such proposed change, (and) (or)
<input checked="" type="checkbox"/>	Owners of at least 20% of the area of the land immediately adjacent to such proposed change and extending 100 feet therefrom (and) (or)
<input checked="" type="checkbox"/>	Owners of at least 20% of the land directly opposite of the proposed change extending 100 feet from the street frontage of such opposite land
have signed and acknowledged this protest and such proposed rezoning shall not become effective except by the favorable vote of three-fourth (3/4's) of the members of the Common Council voting on the proposed change.	
	 City Planner City of Kenosha
	Date <u>7/1/11</u>

PETITION OF PROTEST

We, the undersigned and owners of property whose address follows our respective signatures, do hereby protest the change of zone or district from B-2 Community Business to Reg 1 General Res. of the property known as (or located at): 3720 Roosevelt Road

Names of Owners	Address of Property Owned	Date
<i>Paul Andreoli & Sharon Andreoli</i>	<i>7332 - 37th Ave</i>	<i>6-30-11</i>
<i>for Roger Chiodoli, Sharon Chiodoli Trust</i>		
<i>Gene Wojinski</i>	<i>7403 - 38th Ave</i>	<i>6-30-11</i>
<i>Darryl Rozinski</i>	<i>7403 - 38th Ave</i>	<i>6-30-11</i>
<i>Bruce + Jeanne Andrekus</i>	<i>3726 - Roosevelt Rd.</i>	<i>6-30-11</i>
<i>Joanne Andrekus</i>	<i>[Signature]</i>	

For additional signatures and address, use reverse side.

The undersigned, under oath, does swear that he/she personally circulated the above protest petition and that the parties whose signatures appear thereon personally signed said document in his/her presence.

Kathleen Jennings (Signature)
KATHLEEN JENNINGS (Print Name)

Subscribed and sworn to me this 30 day of June 2011.

Zuleima Rodriguez
 Notary Public, Kenosha, County, Wisconsin
 My Commission Expires/Is: April 6, 2014



For Office Use Only	
I hereby certify that:	
<input type="checkbox"/>	Owners of at least 20% of the area included in such proposed change, (and) (or)
<input checked="" type="checkbox"/>	Owners of at least 20% of the area of the land immediately adjacent to such proposed change and extending 100 feet therefrom (and) (or)
<input checked="" type="checkbox"/>	Owners of at least 20% of the land directly opposite of the proposed change extending 100 feet from the street frontage of such opposite land
have signed and acknowledged this protest and such proposed rezoning shall not become effective except by the favorable vote of three-fourth (3/4's) of the members of the Common Council voting on the proposed change.	
<u>[Signature]</u> City Planner City of Kenosha	<u>7/1/11</u> Date

WYANT
LAW OFFICES S.C.
ATTORNEYS & COUNSELORS

C. Judley Wyant
Mary F. Wyant

July 13, 2011

Brian Wilke
Development Coordinator
City Planning
625 52nd Street #308
Kenosha WI 53140

Re: Application of Zoning Change – Southport Real Estate, Inc.

Dear Mr. Wilke:

This letter follows up on our telephone conference of July 12, 2011. This Firm represents Southport Real Estate, Inc. with respect to the sale of the property located at 2929 75th Street, Kenosha, Wisconsin, 53143.

Under the current Offer to Purchase, the Buyer has until September 3, 2011 to complete its due diligence investigation on the property. The Application for change of zoning was submitted to accommodate the Buyer. The Buyer is unwilling to acquire the property of Southport Real Estate, Inc. without a rezoning. Southport does not wish to change the zoning until the Buyer has completed its due diligence and waives all contingencies.

Based upon the foregoing, Southport Real Estate, Inc. respectfully requests that final action on its zoning request be deferred until the October 3, 2011 City Council meeting to permit process.

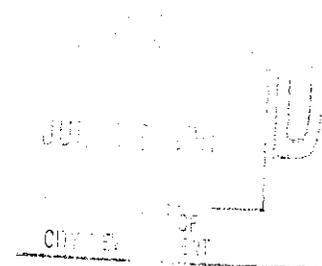
Very truly yours,
Wyant Law Offices, S.C.



C. Judley Wyant

CJW/t

c: Client



City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 7, 2011	Item 6
Petition to rezone properties at 2929 75th Street from M-1 Light Manufacturing District and RG-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District #13. (Southport Lumber Company) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 2929 75th Street
Neighborhood: Sunnyside

Vicinity Zoning/Land Use

North: B-2, M-1/Commercial
South: RG-1/Residential
East: RG-1/Residential
West: RG-1/Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Misner, has been notified. The Common Council is the final review authority.

ANALYSIS:

- The owner of the properties has requested to rezone the properties from M-1 Light Manufacturing District and RG-1 General Residential District to B-2 Community Business District. The purpose of the rezoning is to allow the existing building on the site to be used for a retail store for St. Vincent DePaul.
- Rezoning of the property to B-2 Community Business District is compatible with the existing land uses in the area and the amended Comprehensive Land Use Plan.
- The final development will be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
- A Conditional Use Permit would not be needed for St. Vincent DePaul to occupy the existing building.
- The rezoning will be compatible with the surrounding land uses and the amended Comprehensive Land Use Plan.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/July7/fact-rezone-southport.odt



Jeffrey B. Labahn, Director of City Development

REZONING ORDINANCE NO. _____

BY: THE MAYOR

Zoning: TO REZONE PROPERTIES AT 2929 75TH STREET FROM M-1 LIGHT MANUFACTURING DISTRICT AND RG-1 GENERAL RESIDENTIAL DISTRICT TO B-2 COMMUNITY BUSINESS DISTRICT IN CONFORMANCE WITH SECTION 10.02 OF THE ZONING ORDINANCE. DISTRICT #13. [SOUTHPORT LUMBER COMPANY]

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

Section One: That the land shown on the attached Supplement Map No. Z4-11 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:
MATTHEW A. KNIGHT
Deputy City Attorney

CITY OF KENOSHA

District Map

Rezoning

Southport Lumber Company Petition

SUPPLEMENT NO. Z4-11

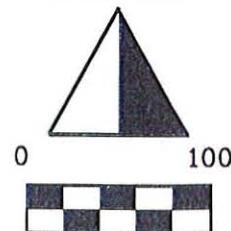
ORDINANCE NO. _____



Property requested to be rezoned from:

-  M-1 Light Manufacturing to B-2 Community Business
-  RG-1 General Residential to B-2 Community Business

NORTH



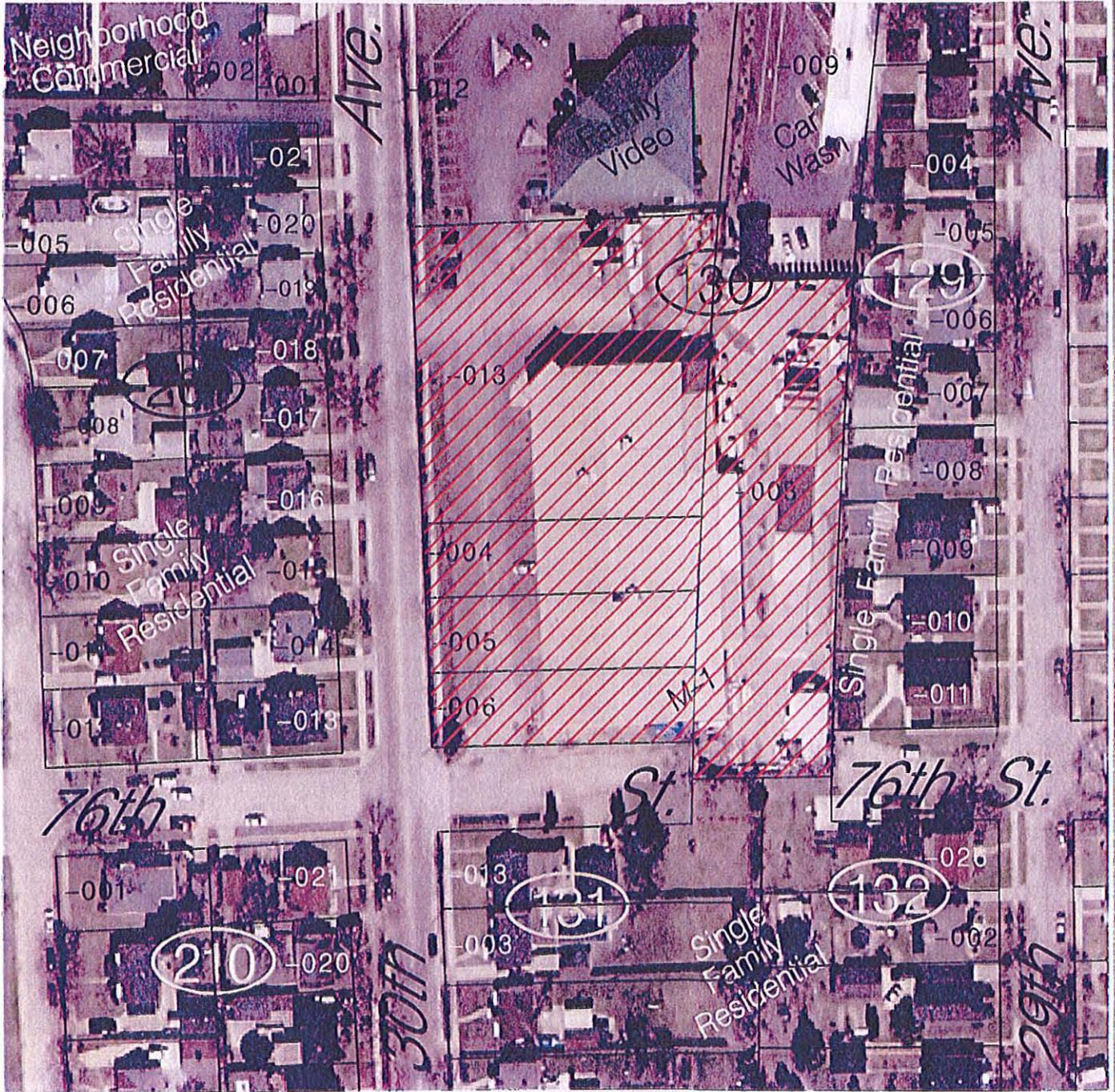
Land Use Map

Southport Lumber Rezoning

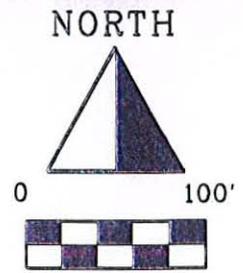
SUPPLEMENT NO. Z4-11

Southport Lumber Company Petition

ORDINANCE NO. _____



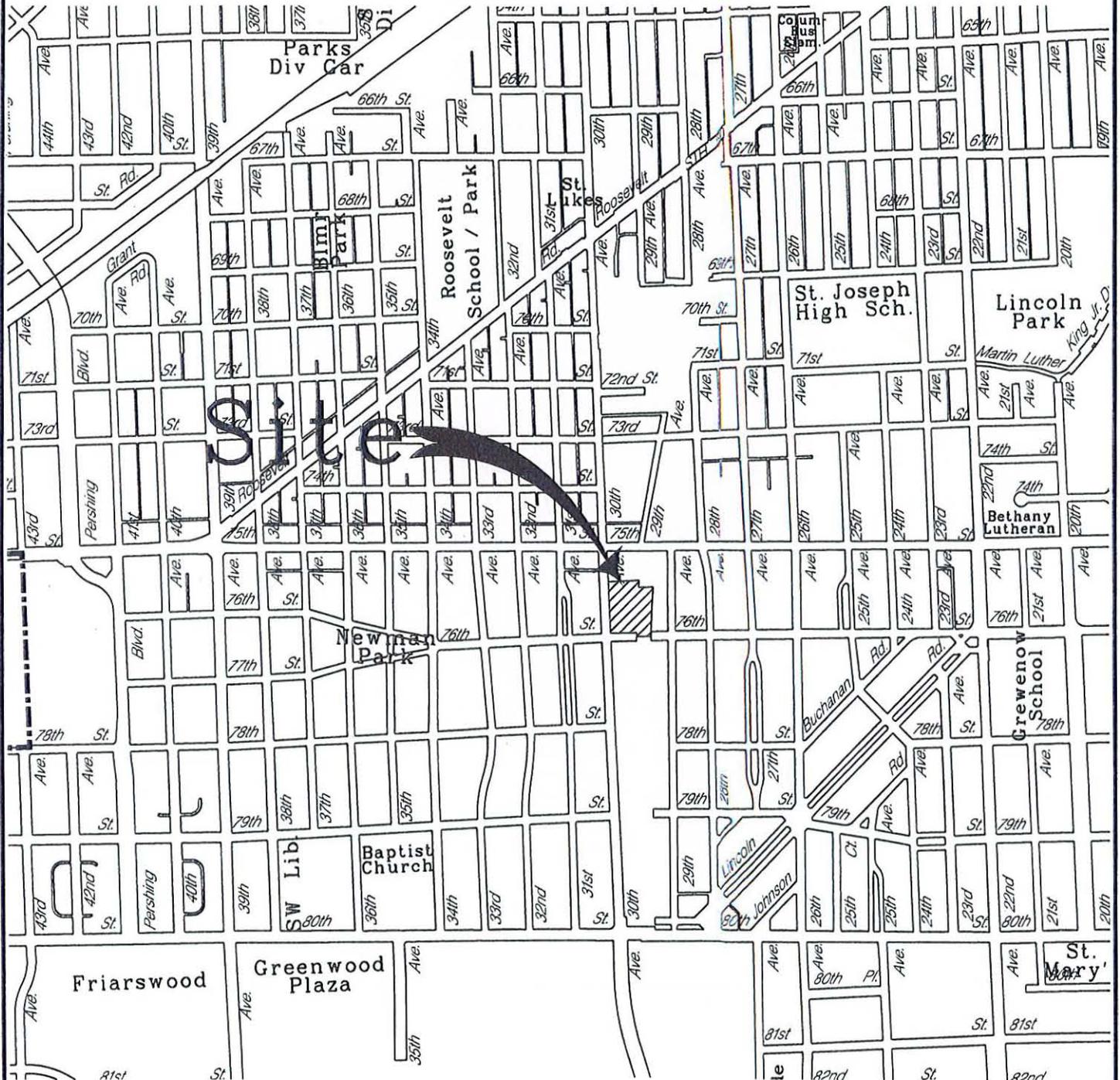
 *Property requested to be rezoned*



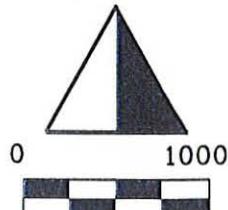
CITY OF KENOSHA

Vicinity Map

Southport Lumber Company Rezoning



NORTH



SOUTHPORT REAL ESTATE, INC.
C/O 31 W 524 DIEHL ROAD
NAPERVILLE, IL 60563

June 2, 2011

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

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

RE: Rezoning of former Southport Lumber Retail Center

Dear Members of the Common Council:

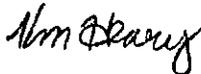
It is requested that my property located at 2929 75th Street, Kenosha, Wisconsin be rezoned from M-1 Light Manufacturing to B-2 Community Business District. The purpose of the rezoning is to permit ~~Institutional, Commercial or Industrial~~ *and facilitate a retail store for St. Vincent De Paul.*

A check in the amount of \$550.00 is enclosed in payment of the requisite fees.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Katharine M. Henry, c/o Southport Real Estate, Inc. 31 W 524 Diehl Road, Naperville, IL 60563. I can be reached at 630-416-1010 if there are any questions regarding my request for the rezoning.

Sincerely,

SOUTHPORT REAL ESTATE, INC.



By: Katharine M. Henry
Its: President

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: Rezoning of former Southport Lumber Retail Center

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="checkbox"/>	Name and Address of Applicant (Please print): Mary Lynn Madsen, Council President Society of St. Vincent de Paul of Kenosha 6201 14th Avenue Kenosha, WI 53143	Phone: (815) 861-7070 Fax: E-Mail: customersfirst@yahoo.com
<input type="checkbox"/>	Name and Address of Architect/Engineer (Please print): _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
<input checked="" type="checkbox"/>	Name and Address of Property Owner (if other than applicant) (Please print): Southport Lumber Company <u>Southport Real Estate, Inc.</u> 501 Columbine Lane West Chicago, IL 60185	Phone: <u>630-416-1010</u> Fax: <u>630-416-6874</u> E-Mail: <u>Khenry@northwestbuildingmaterial.com</u>

PROJECT LOCATION

Location of Development (street address and / or parcel number): Former Southport Lumber retail center; the following five (5) parcels 04-122-12-130-004, 04-122-12-130-005, 04-122-12-130-006, 04-122-12-130-008 and 04-122-12-130-013

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (Land Division)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input checked="" type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045
Office Hours:
M - F 8:00 am - 4:30 pm

SECTION 9 REZONING	
Additional Information Required:	<p>Current Zoning District: <u>M-1 Light Manufacturing District</u></p> <p>Proposed Zoning District: <u>B-2 Community Business District</u></p> <p>Proposed Type of Rezoning: (Check all applicable)</p> <p><input type="checkbox"/> Single-family Residential</p> <p><input type="checkbox"/> Two-family Residential</p> <p><input type="checkbox"/> Multi-family Residential (3 or more units)</p> <p><input checked="" type="checkbox"/> Institutional, Commercial or Industrial</p> <p style="margin-left: 200px;"><i>To facilitate a retail store fore St. Vincent DePaul.</i></p>
Submittal Requirements:	<ul style="list-style-type: none"> > Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition. > Building and Site Development Plans as indicated below.
Fees:	<ul style="list-style-type: none"> > Rezoning Fee = \$550 (For projects that <i>do not</i> require building and site development plans) <u>OR</u> > Rezoning with Concept Plan = \$1,150 (For projects that require building and site development plans) <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact City Development to verify the total fee before submitting the rezoning application.</i></p>
Appendices to Review:	> N/A
Approximate Review Time:	> 60 days (Reviewed by City Plan Commission and Common Council)
<p>A rezoning request can be initiated by:</p> <ul style="list-style-type: none"> > The City Plan Commission > The Common Council > A petition of 50 percent or more of the owners of property within the area proposed to be rezoned 	
SAMPLE REZONING PETITION	
<p>The Honorable Mayor and Members of the Common Council Kenosha, WI</p> <p>Dear Members of the Common Council:</p> <p>It is requested that my property located at <i>(address or parcel number)</i> be rezoned from <i>(present zoning)</i> to <i>(proposed rezoning)</i>. The purpose of the rezoning is to permit <i>(proposed use of the property)</i>.</p> <p>Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.</p> <p>Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to <i>(list one name only)</i> at <i>(address)</i>. I can be reached at <i>(phone number)</i> if there are any questions regarding my request for the rezoning.</p> <p style="text-align: center;">Sincerely,</p> <p style="text-align: center;">Current Property Owner</p>	

Society of St. Vincent de Paul of Kenosha County, Inc.
PLAN OF OPERATION
CITY OF KENOSHA

Address of Building we'd like to purchase: 2929 75th St, Kenosha, WI 53144
Current Business in the building: Various light manufacturing, storage, mixed use
Former Use of Building: Lumber yard/home center under the name of Southport Lumber

Tax Parcel IDs of Southport Lumber Building:

04-122-12-130-004 (0.21 Acres)
04-122-12-130-005 (0.20 Acres)
04-122-12-130-006 (0.20 Acres)
04-122-12-130-008 (0.77 Acres)
04-122-12-130-013 (0.91 Acres)

Current Zoning of Southport Lumber Building: M-1 Light Manufacturing
Current Owner of Southport Building: Southport Lumber Co
Address of Current Owner: SOUTHPORT LUMBER CO, 501 COLUMBINE LN WEST CHICAGO, IL 60185

Name of Our Business: Society of St. Vincent de Paul of Kenosha County, Inc.
Current Address: 6201 – 14th Avenue, Kenosha, WI 53143-4412
Business Phone Number: (262) 657-6366
Years in Operation: 71 Years
Previous Address of Business: 5519-13th Avenue, Kenosha
E-mail Address: svdpkenosha@hotmail.com

Current Tax Parcel ID: 05-4-0123-06-209-010
Zoning of Current Building: B-2 Community Business

Maximum # of Employees/volunteers: 50

Days of Operation: 6 days per week Monday through Saturday

Hours of Operation: Currently 8:00 to 5:15 PM; We may want to expand hours to include evenings no later than 8 PM

Proposed Use of Property:

Use A: Retail Thrift Store selling new and gently used products;
Use B: Filling vouchers for the needs of community poor by supplying clothing, furniture and household items
Use C: Lease office space to various community based organizations to assist less fortunate members of community.

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

June 24, 2011

Notice of Public Hearing

Rezoning of property located at 2929 75th Street (Southport Lumber Company)

The City Plan Commission will hold a public hearing on a petition submitted by Southport Lumber Company to rezone their property located at 2929 75th Street. The proposed rezoning would amend the zoning on the property from M-1 Light Manufacturing to B-2 Community Business District. The purpose of the rezoning request is to allow the existing building on the site to be used as a retail store for St. Vincent DePaul.

An Amendment to the City's adopted *Comprehensive Land Use Plan for the City of Kenosha: 2035* is also required. The Amendment would change the land use from *Industrial* to *Commercial*.

The public hearing will be held at the City Plan Commission meeting as follows:

Thursday, July 7, 2011 at 5:00 p.m.
Municipal Building
625 52nd Street - Room 202
Kenosha, WI 53140

You are being notified of these public hearings because, as the owner of property located within 100-feet of the proposed zoning change, you are eligible to file a protest petition pursuant to Wisconsin State Statutes. The proposed rezoning **will not** change the zoning of your property. The enclosed map identifies the boundaries of the proposed rezoning and the location of your property has been highlighted.

The City Plan Commission will make a recommendation to the Common Council on the zoning petition. The Common Council is tentatively scheduled to hold a public hearing and take final action on this item at their meeting on Monday, August 15, 2011 at 7:00 p.m. in Room 200 of the Municipal Building.

Additional information regarding this petition is on file with the Department of City Development in Room 308 of the Municipal Building. For additional information or related questions, please contact Brian Wilke via email at bwilke@kenosha.org or at 262.653.4049.

BW:kas
Enclosure

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for weed/grass cutting during 2011, in the total amount of \$14,636.75 , be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-104-004-0		\$100.00	\$340.50	\$440.50

PROPERTY ADDRESS
JUAN RODRIGUEZ
2515 060 ST

MAIL TO ADDRESS
JUAN RODRIGUEZ
2515 60TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
W 4 FT OF LOT 4 & ALL OF LOT 5
KENOSHA REALTY CO'S 1ST ADD
BEING PT OF NE 1/4 SEC 1 T1 R22
V 1653 P 796
DOC#1070954
DOC#1164825

01-122-01-328-003-0		\$100.00	\$4.25	\$104.25
---------------------	--	----------	--------	----------

PROPERTY ADDRESS
SUSAN ROMERO
6711 037 AV

MAIL TO ADDRESS
SUSAN ROMERO
6711 37TH AVE
KENOSHA, WI 53142-7104

LEGAL DESCRIPTION
N 32 FT OF LOT 123 & S 8 FT OF
LOT 124 HIGHLAND VIEW SUB PT
OF SW 1/4 SEC 1 T 1 R 22
DOC#1191065
DOC#1225341
DOC#1556372

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-328-014-0		\$100.00	\$218.75	\$318.75

PROPERTY ADDRESS
JOSEPH D GOETLUCK JR
6706 036 AV

MAIL TO ADDRESS
JOSEPH D GOETLUCK JR
6706 36TH AVE
KENOSHA, WI 53142-3434

LEGAL DESCRIPTION
LOT 51 HIGHLAND VIEW SUB BEING
PT OF SW 1/4 SEC 1 T1 R22
DOC#1031711
DOC#1085053

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-370-005-0		\$100.00	\$132.25	\$232.25

PROPERTY ADDRESS
STEPHEN CARL DERENCHUK
3425 ROO RD

MAIL TO ADDRESS
STEPHEN C DERENCHUK
310 GREENWICH ST, #19F
NEW YORK, NY 10013

LEGAL DESCRIPTION
E 1 FT 4 IN OF LOT 89 EXC S 35
FT ALSO LOT 90 EXC W 5 FT OF S
35 FT H C CROOK'S WESTERN SUB
PT OF SW 1/4 SEC 1 T1 R22
V 1637 P 867
DOC#1143820
DOC#1200954

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-426-021-0		\$100.00	\$10.00	\$110.00

PROPERTY ADDRESS
MARCUS SCOTT WILLIAMSON & SHIELA M
6820 026 AV

MAIL TO ADDRESS
MARCUS S & SHIELA M WILLIAMSON
6820 26TH AVE
KENOSHA, WI 53143-4772

LEGAL DESCRIPTION
PT OF SE 1/4 SEC 1 T 1 R 22 COM
AT A PT ON W LINE OF 26TH AVE
572 FT S OF S LINE OF 67TH ST
TH S 48 FT W 124 FT N 48 FT E
124 FT TO BEG V 1352 P 171
V 1358 P 549
DOC#1416030
DOC#1509871

01-122-01-430-010-0		\$100.00	\$475.00	\$575.00
---------------------	--	----------	----------	----------

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

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

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

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-452-003-0		\$100.00	\$194.50	\$294.50

PROPERTY ADDRESS
DONALD J & MEGAN M STANCATO
2723 071 ST

MAIL TO ADDRESS
DONALD J & MEGAN M STANCATO
2723 71ST ST
KENOSHA, WI 53143

LEGAL DESCRIPTION
10014 COM AT A PT ON S LN OF
LOT 16 46 FT W OF SE COR OF
LOT 16 TH W 45.9 FT N'LY 47 FT
E'LY 45.9 FT S'LY 47 FT TO BEG
& ALSO W 45 FT OF E 90 FT OF
LOTS 17 & 18 B 2 MILBUR PARK
SUB PT OF SE 1/4 SEC 1 T1 R22
DOC#1049484 & 5
DOC#1650337

02-122-02-452-009-0		\$100.00	\$88.50	\$188.50
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
YVONNE M DODGE
4410 073 ST

MAIL TO ADDRESS
YVONNE M DODGE
6710 36TH AVE
KENOSHA, WI 53142-3434

LEGAL DESCRIPTION
SE 1/4 SEC 2 T 1 R 22 FAIR
OAKS SUB PT OF LOT 21 THE W
1/2 OF FOLLOW COM 130 FT E OF
SW COR LOT 21 TH E 135 FT N 50
FT W 135 FT S 50 FT TO BEG
V 1564 P 743
V 1661 P 868
DOC#1068402

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
02-122-02-483-002-0		\$100.00	\$113.00	\$213.00

PROPERTY ADDRESS
SPB HOLDINGS V LLC
3920 075 ST

MAIL TO ADDRESS
SPV HOLDINGS V LLC
7027 GREEN BAY RD
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOTS 30, 31 & 32 EXCEPT THE S
7 FT IN O'NEILL'S GRAND VIEW SUB
BEING PT OF SE 1/4 SEC 2 T 1 R 22
EXC V 1315 P720-721 1989 FOR HWY
DOC#1068779
DOC#1389371
DOC#1395941
DOC#1426683
DOC#1448382
DOC#1650772

03-122-05-136-019-0		\$100.00	\$160.75	\$260.75
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
DANTE LEONARDO TANDOC
6411 092 AV

MAIL TO ADDRESS
DANTE L TANDOC
12303 HARBOUR POINTE BLVD
MUKILTEO, WA 98275-5206

LEGAL DESCRIPTION
LOT 19 PETERSON'S GOLDEN MEADOWS
SOUTH A RE-DIV OF OUTLOTS 2 & 3
OF PETERSON'S GOLDEN MEADOWS SUB
PLAT #5546 DOC#1361367
(PT 03-122-05-128-402 & 133-403)
DOC#1392980
DOC#1458394

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
03-122-05-250-164-0		\$100.00	\$190.75	\$290.75

PROPERTY ADDRESS
BRIAN P STUHT
9922 063 ST

MAIL TO ADDRESS
BRIAN P STUHT
9922 63RD ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 402 WHITECAPS SUB UNIT 4 PT
S 1/2 OF NW 1/4 SEC 5 T 1 R 22
1994 (03-122-05-250-002)
DOC #981555
DOC#1272501
DOC#1291728
DOC#1596092

PARCEL NUMBER	LOT	\$100.00	\$9.00	\$109.00
03-122-05-250-852-0				

PROPERTY ADDRESS
KEITH A & JUDITH E ARGAST
10108 065 ST

MAIL TO ADDRESS
KEITH A & JUDITH E ARGAST
10108 65TH ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 852 WHITECAPS UNIT 12 SUB
PT SW 1/4 & S 1/2 NW 1/4 SEC 5
T1 R 22 DOC#1234159 PLAT #7719
(2002 PT 03-122-05-250-007)
DOC#1263267
DOC#1294111

ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
\$100.00	\$250.00	\$350.00

PARCEL NUMBER LOT
04-122-12-134-003-0

PROPERTY ADDRESS
HELM REAL ESTATE INC
7611 028 AV

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

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

PARCEL NUMBER LOT	\$100.00	\$122.00	\$222.00
04-122-12-183-003-0			

PROPERTY ADDRESS
JOHN P & JENNIFER J MCEVILLA
2511 079 ST

MAIL TO ADDRESS
JOHN P & JENNIFER J MCEVILLA
2511 79TH ST
KENOSHA, WI 53143-1417

LEGAL DESCRIPTION
LOT 365 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC #977407
DOC#1430906

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
04-122-12-233-003-0		\$100.00	\$12.00	\$112.00

PROPERTY ADDRESS
FLAGSTAR BANK FSB
7615 037 AV

MAIL TO ADDRESS
FLAGSTAR BANK FSB
C/O DENVER OWNERSHIP CTR
DENVER, CO 80202

LEGAL DESCRIPTION
LOT 733 GREATER KENOSHA LAND
CO'S 2ND SUB BEING PT OF NW
1/4 SEC 12 T 1 R 22
V 1584 P 740
DOC#1535140
DOC#1644756

04-122-13-236-011-0		\$100.00	\$372.00	\$472.00
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
ARTHUR & JENNIFER WEDGE
8524 037 AV

MAIL TO ADDRESS
ARTHUR & JENNIFER WEDGE
8524 37TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 11 TIRABASSI HEIGHTS SUB
PT NW & NE 1/4 OF NW 1/4 SEC
13 T 1 R 22
1992 (PT 04-122-13-235-002,
04-122-13-230-002, 04-122-13-
210-001)
DOC#1169819
DOC#1378521

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
04-122-14-179-001-0		\$100.00	\$251.25	\$351.25

PROPERTY ADDRESS
 CHIANELLO BERMAN PROPERTY MANAGEME
 8845 041 AV

MAIL TO ADDRESS
 CHIANELLO BERMAN PROPERTY MANA
 PO BOX 1604
 KENOSHA, WI 53141-1604

LEGAL DESCRIPTION
 LOT 308 ISETTS ESTATES 8TH ADD
 PT NE 1/4 SEC 14 T 1 R 22
 V 1407 P 60
 V 1605 P 316
 DOC#1166133
 DOC#1169460 (CORRECTION)
 DOC#1293733
 DOC#1299072
 DOC#1398708

PARCEL NUMBER	LOT	\$100.00	\$161.75	\$261.75
05-123-06-229-003-0				

PROPERTY ADDRESS
 ALISON M SUITS
 2013 061 ST

MAIL TO ADDRESS
 ALISON M SUITS
 2013 61ST ST
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 LOT 3 BLK 8 BOND'S SUB PT
 OF NW 1/4 SEC 6 T 1 R 23
 DOC#1124510
 DOC#1284200
 DOC#1375725
 DOC#1470520

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$256.25	\$356.25
05-123-06-229-004-0				

PROPERTY ADDRESS
RONNIE D TIMMS
2019 061 ST

MAIL TO ADDRESS
RONNIE D TIMMS
4705 17TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 4 BLK 8 BOND'S SUB PT
OF NW 1/4 SEC 6 T 1 R 23
DOC#1260770

PARCEL NUMBER	LOT	\$100.00	\$187.50	\$287.50
05-123-06-354-025-0				

PROPERTY ADDRESS
YVONNE Y LYKE
2017 074 PL

MAIL TO ADDRESS
YVONNE Y LYKE
2017 74TH PL
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 20 BLK 1 LINCOLN PARK SUB
BEING PT SW 1/4 SEC 6 T 1 R23
DOC#1311363
DOC#1571690

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-386-003-0		\$100.00	\$145.00	\$245.00

PROPERTY ADDRESS
TIMOTHY E CONNOLLY
1511 074 ST

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

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

07-222-25-360-001-0		\$100.00	\$42.00	\$142.00
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4001 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 1 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT 3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-25-360-002-0		\$100.00	\$36.00	\$136.00

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4007 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 2 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT 3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

07-222-25-360-003-0		\$100.00	\$108.00	\$208.00
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4013 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 3 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-25-360-010-0		\$100.00	\$96.00	\$196.00

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4055 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 10 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

07-222-25-360-041-0		\$100.00	\$30.00	\$130.00
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4101 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 41 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-25-360-042-0		\$100.00	\$36.00	\$136.00

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4107 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 42 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

07-222-25-360-051-0		\$100.00	\$144.50	\$244.50
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
BROOKSTONE HOMES INC
4221 035 AV

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 51 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-25-360-052-0		\$100.00	\$73.00	\$173.00

PROPERTY ADDRESS
BROOKSTONE HOMES INC
3410 044 ST

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 52 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

07-222-25-360-053-0		\$100.00	\$45.50	\$145.50
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
BROOKSTONE HOMES INC
3404 044 ST

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 53 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007,-351-02
AND 351-023)
DOC#1573543

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-25-360-109-0		\$100.00	\$73.00	\$173.00

PROPERTY ADDRESS
BROOKSTONE HOMES INC
3327 044 ST

MAIL TO ADDRESS
BROOKSTONE HOMES INC
1230 CORPORATE DR CENTER
OCONOMOWOC, WI 53066

LEGAL DESCRIPTION
LOT 109 KAT SUB A RE-DIV OF LOTS
2 & 3 CSM# 2490 & PARCELS 1 & 2
CSM #1854 AND PT SW 1/4 SEC 25
T 2 R 22 PLAT#3665 DOC#1559352
(2009 PT 07-222-25-351-007, -351-02
AND 351-023)
DOC#1573543

07-222-25-453-002-0		\$100.00	\$289.00	\$389.00
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
DAVID E & MICHAEL YOUNG
4307 030 AV

MAIL TO ADDRESS
DAVID E & MICHAEL YOUNG
11106 82ND ST
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 23 B 4 BONNIE HAME 1ST SUB
BEING PT OF SE 1/4 SEC 25 T2 R22
ALSO PT W 1/2 VACATED ALLEY RES#
135-96 DOC#1039795 1997
DOC#1519280
DOC#1519281

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$70.75	\$170.75
08-222-26-202-001-0				

PROPERTY ADDRESS
BRITTON V SLIWINSKI & ERIN L BEIRN
3029 050 AV

MAIL TO ADDRESS
BRITTON V SLIWINSKI
ERIN L BEIRNE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 1 DEER PATH ESTATES SUB
PT OF NE 1/4 OF NW 1/4 SEC 26
T2 R22 PLAT #1503 DOC#1560336
(2009 PT 08-222-26-202-120
(2009 PT 08-222-26-202-121 &-122)
DOC#1559989 DOC#1563133 DOC#156313
DOC#1563139
DOC#1573859
DOC#1642700
DOC#1645501

PARCEL NUMBER	LOT	\$100.00	\$210.00	\$310.00
08-222-26-451-009-0				

PROPERTY ADDRESS
RONALD W WRIGHT
4335 045 AV

MAIL TO ADDRESS
RONALD W WRIGHT
4335 45TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
SE 1/4 SEC 26 T2 R22 BEG 669
FT E AND 418 FT N OF SW COR OF
SD 1/4 SEC TH N 53 FT E 330 FT
S 53 FT W 330 FT TO PT OF BEG
EXC W 25 FT FOR RD
V 1660 P 718
DOC#1139139
DOC#1174396
DOC#1175218

ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
\$100.00	\$93.00	\$193.00

PARCEL NUMBER LOT
08-222-34-251-020-0

PROPERTY ADDRESS
VENTURE INDUSTRIAL I LLC
4909 070 AV

MAIL TO ADDRESS
VENTURE INDUSTRIAL I LLC
250 PARKWAY DR STE 370
LINCOLNSHIRE, IL 60069

LEGAL DESCRIPTION
PT NW 1/4 SEC 34 T 2 R 22 COM
SW COR OF SD 1/4 SEC TH N
975.87 FT E 274.99 FT TO E LN
70TH AV & POB TH NE'LY ALONG E
LN 70TH AV 656.36 FT E 687.52
FT S 645.80 FT W 772.95 FT TO
BEG EASEMENT V 1347 P 543-4
1990 (PT 08-4-222-34-201-008)
DOC#1611226 10.883 AC M/L

PARCEL NUMBER LOT	\$100.00	\$296.25	\$396.25
08-222-35-351-015-0			

PROPERTY ADDRESS
LEO F & THYRA SATTLER
5210 058 ST

MAIL TO ADDRESS
LEO F & THYRA SATTLER
8633 32ND AVE
KENOSHA, WI 53142-5187

LEGAL DESCRIPTION
SW 1/4 SEC 35 T 2 R 22 KENFAIR
SUB BLK 4 LOT 2

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-229-011-0		\$100.00	\$96.25	\$196.25

PROPERTY ADDRESS
NANCY J & ARISTEO C OCHOA (LIFE ES
4803 039 AV

MAIL TO ADDRESS
NANCY J & ARISTEO C OCHOA
4803 39TH AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
PART OF THE NW 1/4 SEC 36 T2
R 22 BEG 1694.96 FT N OF SW
COR SD 1/4 SEC TH E 140.02 FT
TH N 61.08 FT TH W 140.02 FT
TH S 61.08 FT TO PT OF BEG EXC
W 40.02 FT FOR RD
DOC#1473291
DOC#1538987
DOC#1547971
DOC#1556640 SEE NOTE
DOC#1556641

PARCEL NUMBER	LOT	\$100.00	\$7.50	\$107.50
09-222-36-231-010-0				

PROPERTY ADDRESS
MD PROPERTIES LLC
3606 050 ST

MAIL TO ADDRESS
MD PROPERTIES LLC
221 ESSEX
KENILWORTH, IL 60043

LEGAL DESCRIPTION
LOT 59 EXCEPT THE N 2.4 FT
WILSON HEIGHTS SUB NW 1/4
SEC 36 T 2 R 22
V 1380 P 204
V 1420 P 848
DOC #1190684
DOC #1190685
DOC #1640713

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-308-006-0		\$100.00	\$29.25	\$129.25

PROPERTY ADDRESS
MAURO A CASTILLO
5525 032 AV

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

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

09-222-36-308-007-0		\$100.00	\$30.00	\$130.00
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
CHRISTOPHER REHM & BRIAN MATTHEWS
5527 032 AV

MAIL TO ADDRESS
CHRISTOPHER REHM
BRIAN MATTHEWS
KENOHSA, WI 53144

LEGAL DESCRIPTION
LOT 14 BLK 4 FLYNN SUB PT
OF SW 1/4 SEC 36 T 2 R 22
DOC #997054
DOC#1047807
DOC#1431045
DOC#1493791
DOC#1541021
DOC#1541022

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-308-009-0		\$100.00	\$3.25	\$103.25

PROPERTY ADDRESS
JEFFREY S LINN
5537 032 AV

MAIL TO ADDRESS
JEFFREY S LINN
1725 35TH ST
KENOSHA, WI 53140-5207

LEGAL DESCRIPTION
LOT 113 H L BULLAMORE'S SUB
BEING PT OF SW 1/4 SEC 36 T 2
R 22

09-222-36-308-013-0		\$100.00	\$6.25	\$106.25
---------------------	--	----------	--------	----------

PROPERTY ADDRESS
ARTURO RODRIGUEZ
5553 032 AV

MAIL TO ADDRESS
ARTURO RODRIGUEZ
5553 32ND AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 109 H L BULLAMORE'S SUB
BEING PT OF SW 1/4 SEC 36 T 2
R 22
DOC #1034587
DOC #1034598

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-308-020-0		\$100.00	\$4.00	\$104.00

PROPERTY ADDRESS
LINDA HOMS
5534 031 AV

MAIL TO ADDRESS
LINDA HOMS
5534 31ST AVE
KENOSHA, WI 53144-2804

LEGAL DESCRIPTION
LOT 59 H L BULLAMORE'S SUB
BEING PT OF SW 1/4 SEC 36 T 2
R 22
V 1513 P 107

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-483-023-0		\$100.00	\$8.50	\$108.50

PROPERTY ADDRESS
JONATHAN R TUTLEWSKI
5710 022 AV

MAIL TO ADDRESS
JONATHAN R TUTLEWSKI
7629 50TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
PT OF SE 1/4 SEC 36 T 2 R 22
COM AT A PT IN W LINE OF 22ND
AVE 494 FT N OF N LINE OF 60TH
ST TH W 150 FT N 7 FT E 20 FT
N 37 FT E 130 FT S 44 FT TO
BEG EX E 16 FT FOR ROAD AS IN
V1188 P403 1986
V1587 P717
DOC#1046749
DOC#1637885

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
10-223-18-302-064-0		\$100.00	\$182.50	\$282.50

PROPERTY ADDRESS
RODNEY & THERESA GLASS
1539 016 AV

MAIL TO ADDRESS
RODNEY & THERESA GLASS
1539 16TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
S 20 FT LOT 74 & N 40 FT LOT 75
VILLA CAPRI ALTA UNIT "A" SUB
PT SW 1/4 SEC 18 T 2 R 23
V 1283 P 516
V 1374 P 136
DOC #985905
DOC #987769
DOC#1388659

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
10-223-18-326-024-0		\$100.00	\$310.00	\$410.00

PROPERTY ADDRESS
JOSEPH A BROESCH, DAMIANO TARSTIAN
1740 BIR RD

MAIL TO ADDRESS
JOSEPH A BROESCH
2608 24TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT SW 1/4 SEC 18 T 2 R 23 COM
1402.5 FT E & 422.12 FT S OF NW
COR SD 1/4 SEC TH S 407.68 FT
W 85 FT S 591.02 FT TO CENTER LN
BIRCH RD NW'LY 362.78 FT N 705.05
FT E 300 FT TO BEG EXC CSM # 1695
V 1607 P 79 SUB TO BIRCH RD ON
S'LY 40 FT
1994
(10-223-18-326-016)

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$33.50	\$133.50
10-223-18-379-015-0				

PROPERTY ADDRESS
 ARCH BAY HOLDINGS LLC SERIES 2009B
 1706 018 ST

MAIL TO ADDRESS
 ARCH BAY HOLDINGS LLC
 4837 WATT AVE
 NORTH HIGHLANDS, CA 95660

LEGAL DESCRIPTION
 LOT 408 NORTHERN ESTATES
 SUB SW 1/4 SEC 18 T2 R23
 V 1444 P 312
 DOC #1026904
 DOC #1039223
 DOC #1304950
 DOC #1649835

PARCEL NUMBER	LOT	\$100.00	\$117.50	\$217.50
11-223-30-280-010-0				

PROPERTY ADDRESS
 JOSHUA W & MICHELLE N MOORE
 3542 017 AV

MAIL TO ADDRESS
 JOSHUA W & MICHELLE N MOORE
 3542 17TH AVE
 KENOSHA, WI 53140-5414

LEGAL DESCRIPTION
 LOT 10 BLK 4 GARDEN HOMES SUB
 UNIT 2 PT NW 1/4 SEC 30 T2 R23
 DOC#1046037
 DOC#1371775

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
11-223-30-308-008-0		\$100.00	\$86.75	\$186.75

PROPERTY ADDRESS
BEVERLY M DRESEN & ALEX PETRI
4027 014 AV

MAIL TO ADDRESS
ALEX PETRI
BEVERLY M DRESEN
KENOSHA, WI 53140-2434

LEGAL DESCRIPTION
LOT 11 BLK 1 HASTING'S SUB
PT OF SW 1/4 SEC 30 T2 R23
ALSO 1/2 VACATED ALLEY RES
#187-95 DOC#1007687 1996
V 1279 P 296
DOC#1510055 NOTE

PARCEL NUMBER	LOT	\$100.00	\$51.75	\$151.75
11-223-30-461-013-0				

PROPERTY ADDRESS
J & M LANDHOLDING LLC
711 043 ST

MAIL TO ADDRESS
J & M LANDHOLDING LLC
3821 22ND AVE
KENOSHA, WI 53140-5701

LEGAL DESCRIPTION
PT OF BLK 32 SE 1/4 SEC 30 T 2
R23 COM ON NE COR OF BLK TH W 8
RDS S 44 FT E 8 RDS N TO BEG
V 1317 P 26
DOC#1540473
DOC#1540474

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
11-223-30-479-008-0		\$100.00	\$52.00	\$152.00

PROPERTY ADDRESS
ADAM SYPHERS
616 043 ST

MAIL TO ADDRESS
ADAM SYPHERS
PO BOX 6046
BOISE, ID 83707

LEGAL DESCRIPTION
PT SW 1/4 BLK 47 IN SE 1/4
SEC 30 T 2 R 23 COM 82 FT E
OF SW COR OF BLK TH N 44 FT
TH E 50 FT S 44 FT W 50 FT
TO POB V 1407 P 419
DOC#1528470

11-223-30-481-011-0		\$100.00	\$155.75	\$255.75
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
MARK R YUNKER
4308 006 AV

MAIL TO ADDRESS
MARK R YUNKER
4308 6TH AVE
KENOSHA, WI 53140-2932

LEGAL DESCRIPTION
S 44 FT OF N 88 FT OF LOTS 1 &
2 B 50 PT OF SE 1/4 SEC 30 T 2
R 23

ADMIN. FEE COST OF CUT TOTAL ASSESSMENT

PARCEL NUMBER LOT \$100.00 \$180.00 \$280.00
12-223-31-229-017-0

PROPERTY ADDRESS
GREGORY A & ELETICIA BARKER
4711 022 AV

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

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

PARCEL NUMBER LOT \$100.00 \$121.00 \$221.00
12-223-31-256-018-0

PROPERTY ADDRESS
AUGUSTUS D & YOLANDA M HARRIS
5106 020 AV

MAIL TO ADDRESS
AUGUSTUS D & YOLANDA M HARRIS
2711 28TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 18 & S 2 FT OF LOT 19 B 10
2ND RICE PARK ADD BEING PT OF
NW 1/4 SEC 31 T 2 R 23
V1445 P1
DOC#1032950
DOC#1037835
DOC#1047887
DOC#1109612
DOC#1299307
DOC#1367664
DOC#1494713
DOC#1499424

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-277-005-0		\$100.00	\$266.25	\$366.25

PROPERTY ADDRESS
ADAM T & LEAH B SCHWER
1607 050 ST

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

LEGAL DESCRIPTION
PT OF NW 1/4 SEC 31 T2 R23
COM ON S LINE OF 50TH ST
274.11 FT E OF CT LINE OF
17TH AVE TH S 148 FT E 45
FT N 148 FT W TO BEG 7 FT
RESERVED FOR ALLEY
DOC#1240702 DOC#1242655 DOC#128277
DOC#1419063 DOC#1419148 DOC#144143
DOC#1456434
DOC#1620443 ORDER TO RAZE

12-223-31-327-010-0		\$100.00	\$75.00	\$175.00
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
RICHARD A & JENNIFER L BEHOF
1902 053 ST

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

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

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-336-019-0		\$100.00	\$134.25	\$234.25

PROPERTY ADDRESS
CARNIE SHORT
1830 055 ST

MAIL TO ADDRESS
CARNIE SHORT
4324 8TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
S 92 FT OF W 50 FT OF LOT 6
MAGILL'S SUB PT OF SW 1/4 SEC
31 T 2 R 23
V 1386 P 894

12-223-31-336-025-0		\$100.00	\$329.75	\$429.75
---------------------	--	----------	----------	----------

PROPERTY ADDRESS
SALVADOR GUDINO OSEGUERA JR
1712 055 ST

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

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

ADMIN. FEE COST OF CUT TOTAL ASSESSMENT

PARCEL NUMBER LOT \$100.00 \$53.25 \$153.25
12-223-31-354-008-0

PROPERTY ADDRESS
CARMEN NAPOLI
2103 056 ST

MAIL TO ADDRESS
CARMEN NAPOLI
7600 57TH AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
6804-1 SW 1/4 SEC 31 T2 R23
ADAMSON'S SUB LOT 13 & 14
EXCEPT W 17 FT OF LOT 14
V 1382 P 738
DOC#1368345

PARCEL NUMBER LOT \$100.00 \$220.00 \$320.00
12-223-31-358-001-0

PROPERTY ADDRESS
SCOTT D & ANN L MINGILINO
1819 058 ST

MAIL TO ADDRESS
SCOTT D & ANN L MINGILINO
2514 53RD CT
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 1 SUMNER PLACE PT BLK 8
7 & 8 FISK'S ADD BEING PT
OF SW 1/4 SEC 31 T 2 R 23
V 1574 P 82
V 1612 P898
V 1620 P722
DOC #986733
DOC#1182807
DOC#1275112
DOC#1416291
DOC#1502958

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-381-010-0		\$100.00	\$26.25	\$126.25

PROPERTY ADDRESS
KK PARTNERS LLC
1510 057 ST

MAIL TO ADDRESS
KK PARTNERS LLC
1510 57TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
S 81 1/2 FT OF LOT 51 BLK 154
DURKEE'S 1ST WESTERN ADD BEING
PT OF SW 1/4 SEC 31 T 2 R 23
V 1427 P 853
DOC#1165007
DOC#1587433
DOC#1598272
DOC#1619928

12-223-31-382-011-0		\$100.00	\$80.50	\$180.50
---------------------	--	----------	---------	----------

PROPERTY ADDRESS
JACQUELINE B SANTIAGO & BRETT L AL
5809 016 AV

MAIL TO ADDRESS
JACQUELINE B SANTIAGO
BRETT L ALM
LAKE VILLA, IL 60046

LEGAL DESCRIPTION
PT OF SW 1/4 SEC 31 T 2 R 23
COM ON E LINE OF 16TH AVE 106
FT N OF N LINE OF 59TH ST TH N
49 FT E 79.84 FT S 49 FT W
79.84 FT TO BEG
DOC#1334704

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-384-041-0		\$100.00	\$195.00	\$295.00

PROPERTY ADDRESS
KAREN J KOTIW
5919 018 AV

MAIL TO ADDRESS
KAREN J KOTIW
5919 18TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF SW 1/4 SEC 31 T 2 R 23
COM ON E LINE OF 18TH AVE 104
FT N OF N LINE OF 60TH ST TH E
63 FT N 46 FT W 1.20 FT N 4.14
FT W 61.80 FT S TO P O B 1977
V 1192 P 280
DOC #1032362
DOC #1423787

PARCEL NUMBER	LOT	\$100.00	\$42.75	\$142.75
12-223-31-463-002-0				

PROPERTY ADDRESS
RAKHRA WISCONSIN E-Z GO STATIONS T
5821 SHE RD

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

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

STREET TOTAL		64.00	\$14,636.75	
--------------	--	-------	-------------	--

PAGE 32

GRAND TOTALS	PARCELS	64	FOOTAGE	64.000	TOTAL COST	\$14,636.75
--------------	---------	----	---------	--------	------------	-------------

PAGE 33

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2011, in the total amount of **\$275.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
1.000	\$175.00	\$275.00

PARCEL NUMBER 12-223-31-463-002-0
 LOT
 PROPERTY ADDRESS
 RAKHRA WISCONSIN E-Z GO STATIONS T
 5821 SHE RD

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

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

STREET TOTAL 1.00 \$275.00

PAGE 1

GRAND TOTALS PARCELS 1 FOOTAGE 1.000 TOTAL COST \$275.00

PAGE 2

CASE MANAGEMENT
TRASH ASSESSMENTS

CASE #	PARCEL NUMBER	PROJ.	TYPE	RES NO	COST	FEE	TOTAL	INT.
T110031	12-223-31-463-0020	11005	11	00000	175.00	100.00	275.00	.075
T110035	12-223-31-130-0040	11005	11	00000	295.00	100.00	395.00	.075
TOTALS:					470.00	200.00	670.00	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Specially Assess Certain Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special assessments for boarding and securing during 2011, in the total amount of **\$172.12**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
05-123-06-454-008-0		\$100.00	\$72.12	\$172.12

PROPERTY ADDRESS
 MATTHEW M MATHEY
 7403 011 AV

MAIL TO ADDRESS
 MATTHEW M MATHEY
 7403 11TH AVE
 KENOSHA, WI 53143

LEGAL DESCRIPTION
 S 40 FT OF LOT 11 BLK 3 J BUTCHERS
 SUB BEING PT OF SE 1/4 SEC 6 T 1
 R23 ALSO PT OF W 1/2 VACATED ALLEY
 RES #14-97 DOC #1048587
 (1998 LOT LINE ADJUSTMENT)
 V 1563 P 376
 DOC #985583
 DOC#1286276
 DOC#1495027

STREET TOTAL	1.00	\$172.12
--------------	------	----------

PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	1.000	TOTAL COST	\$172.12
--------------	---------	---	---------	-------	------------	----------

PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2011, in the total amount of **\$2,468.00**, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2011

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Michael Higgins

Drafted by:
Department of Neighborhood Services and Inspections

/saz

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
---------------	---------------	---------------------

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
01-122-01-178-021-0				

PROPERTY ADDRESS
FINE PROPERTIES LLC
6322 024 AV

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

LEGAL DESCRIPTION
S 36.5 FT OF LOT 127 KENOSHA
REALTY CO'S 1ST ADD BEING PT
OF NE 1/4 SEC 1 T1 R22 INCL
EASEMENT OVER N 3 FT LOT 127
& S 3 FT LOT 126 FOR 6 FT
FOR DRIVEWAY
DOC#1404998
DOC#1415280

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
01-122-01-326-001-0				

PROPERTY ADDRESS
WILLIS & DAMA FOSTER
6703 035 AV

MAIL TO ADDRESS
WILLIS & DAMA FOSTER
11905 OLD GREEN BAY RD
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 6 RATEGAN'S RIDGELAND HEIGHTS
SUB PT SW 1/4 SEC 1 T 1 R 22 ALSO
PT W 1/2 VAC ALLEY RES #182-07
(2008 LOT LINE ADJUSTMENT DOC#1543
DOC#1315664
DOC#1512257

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
---------------	---------------	---------------------

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
02-122-02-254-007-0				

PROPERTY ADDRESS
JTL HOLDINGS LLC
6426 054 AV

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

LEGAL DESCRIPTION
PT LOT 29 HIGHVIEW COUNTRY
HOMES SUB NW 1/4 SEC 2 T1 R22
BEG AT SE COR LOT 29 TH W ALG
N LN 65TH ST 60 FT TH N 114.6
FT TH E 60 FT TH S 114.63 FT
TO POB V 1532 P 145 DOC#1093750
DOC#1150104 DOC#1207923 DOC#126364
DOC#1521434

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
04-122-12-238-008-0				

PROPERTY ADDRESS
NANCY A NICHI
7733 035 AV

MAIL TO ADDRESS
NANCY A NICHI
7733 35TH AVE
KENOSHA, WI 53142-4633

LEGAL DESCRIPTION
LOT 636 GREATER KENOSHA LAND
CO'S 2ND SUB BEING PT OF NW
1/4 SEC 12 T 1 R 22
DOC #984170
DOC#1354350

		ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
05-123-06-229-005-0				

PROPERTY ADDRESS
 BAC HOME LOANS SERVICING LP
 2023 061 ST

MAIL TO ADDRESS
 BAC HOME LOANS SERVICING LP
 7105 CORPORTATE DR PTX-B-209
 PLANO, TX 75024

LEGAL DESCRIPTION
 LOT 5 BLK 8 BOND'S SUB PT
 OF NW 1/4 SEC 6 T 1 R 23
 DOC#1080735
 DOC#1099428
 DOC#1138751
 DOC#1390240
 DOC#1399660
 DOC#1403960
 DOC#1514744
 DOC#1631001

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
09-222-36-111-015-0				

PROPERTY ADDRESS
 YUENKEL ENTERPRISES LLC
 4616 022 AV

MAIL TO ADDRESS
 YUENKEL ENTERPRISES LLC
 4208 47TH AVE
 KENOSHA, WI 53144

LEGAL DESCRIPTION
 LOT 4 BLK 12 NEWELL-HOYT SUB
 PT OF NE 1/4 SEC 36 T 2 R 22
 ALSO THE W 8 FT VACATED ALLEY
 RES #9-99 DOC#1131473
 (2000 LOT LINE ADJUSTMENT)
 V 1468 P 467
 DOC#1229116
 DOC#1279434

ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
---------------	---------------	---------------------

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
09-222-36-178-007-0				

PROPERTY ADDRESS
JOHN SAVAGLIO
5031 025 AV

MAIL TO ADDRESS
JOHN SAVAGLIO
8986 33RD AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 12 BLK 4 NEWELL-HOYT SUB
PT OF NE 1/4 SEC 36 T 2 R 22
DOC#1219425
DOC#1239599

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
09-222-36-179-009-0				

PROPERTY ADDRESS
JOHN SAVAGLIO
5040 025 AV

MAIL TO ADDRESS
JOHN SAVAGLIO
8986 33RD AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
8257 LOT 9 B 2 NEWELL-HOYT
INDUSTRIAL SUB BEING PT OF NE
1/4 SEC 36 T 2 R 22
V1697 P153

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
09-222-36-382-002-0				

PROPERTY ADDRESS
SCOTT GRUNDY
5807 032 AV

MAIL TO ADDRESS
SCOTT GRUNDY
10591 48TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 96 H L BULLAMORE'S SUB
BEING PT OF SW 1/4 SEC 36 T 2
R 22
V 1620 P 992

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION REINSPECTION FEES FOR PROJECT: 11-008

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
11-223-30-436-020-0		\$100.00	\$360.00	\$460.00

PROPERTY ADDRESS
 JOPPA LODGE NO 9 F & A.M.
 4054 007 AV

MAIL TO ADDRESS	LEGAL DESCRIPTION
JOPPA LODGE NO 9 F & A M 4054 7TH AVE KENOSHA, WI 53140	SE 1/4 SEC 30 T 2 R 23 DUNNEBACK'S SUB BLK 28 E 75FT OF LOT 1 V 1361 P 588

PARCEL NUMBER	LOT	\$100.00	\$72.00	\$172.00
11-223-30-459-007-0				

PROPERTY ADDRESS
 BRIAN L & DEBRA I HANSCHKE
 4325 SHE RD

MAIL TO ADDRESS	LEGAL DESCRIPTION
BRIAN L & DEBRA I HANSCHKE 1500 S MAIN ST RACINE, WI 53403	S 82 FT OF W 1/2 OF SW 1/4 OF NW 1/4 OF B 32 AS NOW LAID OUT PT OF SE 1/4 SEC 30 T 2 R 23

STREET TOTAL			11.00	\$2,468.00

PAGE 5

GRAND TOTALS	PARCELS	11	FOOTAGE	11.000	TOTAL COST	\$2,468.00
--------------	---------	----	---------	--------	------------	------------

PAGE 6

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #061-11
FOR HAZARDOUS SIDEWALK AND/OR DRIVEWAY APPROACHES**

PROJECT #10-1208 Sidewalk & Curb/Gutter Program

WHEREAS, Resolution #061-11 for Project #10-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) in the amount of \$76,798.86 was passed by the Kenosha Common Council on June 6, 2011,

WHEREAS, it has been determined that a special assessment against Parcel #08-222-35-382-013 in the amount of \$558.75 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #08-222-35-382-014 in the amount of \$682.11 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$76,798.86 to \$75,558.00.

Passed this 15th day of August, 2011.

Approved:

Keith G. Bosman, Mayor

Attest:

Michael K. Higgins, City Clerk/Treasurer

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	July 21, 2011	Item 9
Resolution to approve a three-lot Certified Survey Map located at 6419 Green Bay Road, District #17. (T Properties, LLC)			

LOCATION/SURROUNDINGS:

Site: 6419 Green Bay Road
Zoned: B-2 Community Business District/Air-4 Airport Overlay District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The applicant has submitted a Certified Survey Map to split one parcel of this development into three parcels. The building on proposed Lot 2 of the Certified Survey Map is a daycare business. No building has been approved for Lot 2 or Lot 3.
- The overall development has two other parcels that are not affected by this proposed land division.
- Lot 2, as proposed by this Land Division, would be landlocked with no public street frontage. Section 17.09 F. 3. of the Code of General Ordinances provides for an exception to this rule if four (4) separate requirements are met. This Land Division will comply with the four (4) requirements if the owner can provide recorded Access Agreements to the City.
- The Assessor's Office has registered their concern over the establishment of a landlocked parcel.
- The Storm Water Utility has indicated that the Stormwater Management Plan and the maintenance of the stormwater detention basin could be affected by the land division and should be amended.
- The Land Division was reviewed and approved by the Common Council on October 18, 2010. The applicant did not record the CSM within the designated 6-month time period. Therefore the approval expired.
- The Certified Survey Map was sent to City Departments for their review. Their comments are included in the attached Resolution.

RECOMMENDATION:

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



Brian R. Wilke, Development Coordinator
/u2/acct/cp/ckays/1CPC/2011/July21/fact-csm-tprop.odt



Jeffrey B. Labarra, Director of City Development

RESOLUTION NO: ____ - 11

BY: THE MAYOR

**TO APPROVE A THREE-LOT CERTIFIED SURVEY MAP
Property located at 6419 Green Bay Road (T Properties)**

BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that a Certified Survey Map relating to three parcels located at 6419 Green Bay Road is herein and hereby approved subject to the following conditions:

1. Compliance with all applicable State and City codes and ordinances.
2. Payment of all applicable fees, including recording fees.
3. Payment of all taxes, special assessments and stormwater utility fees prior to recording. The Owner shall provide the City Clerk-Treasurer, a certificate from the County Treasurer, stating that there are no past-due real estate taxes or special assessments on the parcel of real estate which is being divided.
4. A digital copy of the Certified Survey Map shall be provided to the City prior to recording.
5. The Certified Survey Map shall be null and void if not recorded within six (6) months of approval by the Common Council.
6. Include *Keith G. Bosman, Mayor* and *Michael Higgins, City Clerk* on the signature line on Sheet 3 of 3.
7. Address all the discrepancies with the formatting of the Certified Survey Map as detailed on the attached review sheet dated June 29, 2011.
8. The Stormwater Management Agreement for the development shall be revised and approved by the Storm Water Utility prior to recording.
9. Compliance with the Kenosha Water Utility memo dated July 5, 2011.
10. A copy of the recorded Cross Access Agreements shall be submitted prior to recording.
11. Compliance with all the preceding conditions as a prerequisite for authorizing Mayor and City Clerk-Treasurer to sign the Certified Survey Map.

Adopted this ____ day of _____, 2011

ATTEST:

Michael Higgins, City Clerk

APPROVE:

Keith G. Bosman, Mayor

T Properties, LLC
Certified Survey Map Comments

1. Sheet 1: Abbreviated legal description reads, "...Tax Parcel 03-122-03-126-628A...". This is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The actual Tax ID number is 03-122-03-150-001.
2. Sheet 1: Bearings and distances highlighted in yellow are extremely difficult to read.
3. Sheet 1: There is a note which seems to refer to the parcel immediately adjacent to the East, and indicates that it is "Tax Key #151-001". Again, this is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The parcel immediately adjacent to the East is 03-122-03-151-008.
4. Sheet 1: There is a note which seems to refer to the parcel immediately adjacent to the South, and indicates that it is "Tax Key #151-002". Again, this is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The parcel immediately adjacent to the South is 03-122-03-151-003.
5. Sheet 1: The map indicates that the south right-of-way line of 64th Street bears S89°14'47"E and that the rear (south) property lines of the lots of GREEN LAWNS bear S89°15'18"E. These lines, according to the original plat of subdivision which was recorded in the Kenosha County Register of Deeds office in Volume 9 of Plans on Page 79 on the 11th of August 1953, are parallel and therefore should have the same bearings.
6. There is no "Sheet 2 of 3".
7. Sheet 3: Abbreviated legal description reads, "...Tax Parcel 03-122-03-126-628A...". This is neither a correctly formatted City of Kenosha Tax ID number, nor is it correct if it was. The actual Tax ID number is 03-122-03-150-001.
8. Sheet 3: The Notary Public must either type or print his name under the signature line.
9. Sheet 3: Change all of the approval dates from 2010 to 2011.

Engineering Services
4401 Green Bay Road
Kenosha WI 53144

Phone (262) 353-4315
Fax (262) 653-4303



"Providing and Protecting Kenosha's Greatest Natural Resource"

MEMO

To: Brian Wilke, Development Coordinator

From: Curt Czamecki, Water Engineer

Date: July 5, 2011

Subject: T Properties, LLC Certified Survey Map

Location: 6419 thru 6435 Green Bay Road

The Kenosha Water Utility (KWU) has reviewed the submittal for the above referenced project. The plans are hereby approved subject to the following conditions.

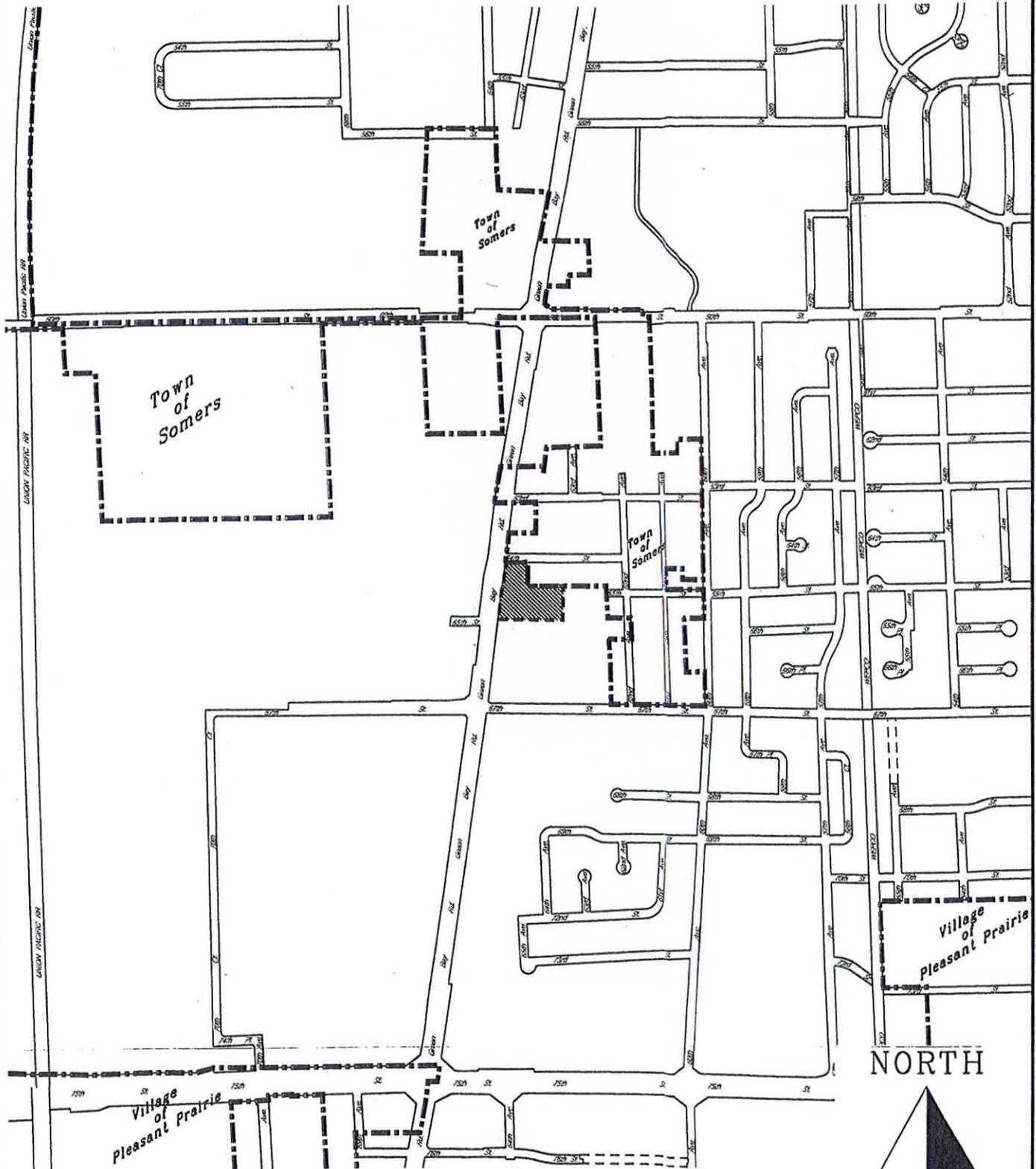
1. Due to the additional subdivision of the parcels after the approval of the entire development and the installation of the sanitary sewer and water facilities the proposed configuration does not meet Kenosha Water Utility rules and regulations. Because of this, a new sanitary lateral and water service shall be installed to serve proposed Lot 1 when this parcel is developed.

Please contact me with any questions or concerns you may have regarding this requirement.

CC: Mr. Robert Carlson, P.E., Director of Engineering Services

City of Kenosha

Vicinity Map
Kenosha Medical Campus CSM



----- Municipal Boundary

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF TAX PARCEL 03-122-03-126-628A, BEING A PART OF THE NORTH 1/2 OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 22 EAST, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNERS' CERTIFICATE

T Properties, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that: We have caused the above described land to be surveyed, divided, and mapped as represented on this plat. We further hereby certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: Kenosha County and the City of Kenosha.

WITNESS the hand of said owners this 28 day of Feb, 2010. *TT*

[Signature]

Todd ~~Torah~~, Member
Troha

STATE OF WISCONSIN
COUNTY OF ~~WAUKESHA~~ *Kenosha* SS

Personally came before me this 28 day of Feb, 2010; the above named Todd ~~Torah~~, *Troha* member of the above named corporation, owners of the above described land, to me known to be the such member of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

[Signature]

Notary Public, Wisconsin My commission expires 3/9/14

CITY OF KENOSHA PLAN COMMISSION APPROVAL

Preliminary Approval _____ Secretary _____

Final Approval _____ Secretary _____

CITY OF KENOSHA COMMON COUNCIL APPROVAL

RESOLVED that this Certified Survey Map, being a redivision of part of the North 1/2 of Section 3, Township 1 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin; having been approved by the Plan Commission being the same, is hereby approved by the Common Council of the City of Kenosha on this _____ day of _____, 2010.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Kenosha, on this ___ day of _____, 2010.

_____, Clerk

Certified Survey Map No. _____
Document No. _____
Date _____
Volume _____ Pages _____



METROPOLITAN ENGINEERING, INC.
22075 CROSSCREEK CIRCLE, SUITE 150, WAUKESHA, WI 53186
PH (262) 782-2221 FAX 782-4426

THIS INSTRUMENT DRAFTED BY MAY 17, 2010
SCOTT F. ZIMMERMAN, RLS-2639 SHEET 3 OF 3

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: T Properties CSM

Check one (1) of the following boxes to indicate the recipient of all correspondence:

<input checked="" type="checkbox"/>	Name and Address of Applicant [Please print]: T Properties, LLC 1684 32nd Avenue Kenosha WI 53144	Phone: 262-818-2903 Fax: N/A E-Mail: ttroha@growinggreenchild.com
<input checked="" type="checkbox"/>	Name and Address of Architect/Engineer [Please print]: Metropolitan Engineering, Inc. 20875 Crossroads Circle Suite 150 Waukesha, WI 53186	Phone: 262-782-2221 Fax: 262-782-4426 E-Mail:
<input type="checkbox"/>	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): 03-122-03-150-001 / Street Addresses: 6419, 6425, 6435 Green Bay Road

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input checked="" type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

*Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:*

Department of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Phone: 262.653.4030
Fax: 262.653.4045

Office Hours:
M - F 8:00 am - 4:30 pm

**SECTION 1
CERTIFIED SURVEY MAP**

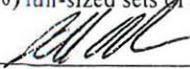
Additional Information Required:	Number of Lots: <u>3</u> Zoning District: <u>B2</u> Proposed Zoning Change, if any: <u>N/A</u>
Submittal Requirements:	<ul style="list-style-type: none"> ➤ Ten (10) copies of Certified Survey Map (Applicant to keep original) ➤ Four (4) copies of Drainage Plan (when required) ➤ Signed Checklist below
Fees:	<ul style="list-style-type: none"> ➤ 2-Lot Certified Survey Map = \$750 ➤ 3-Lot Certified Survey Map = \$800 ➤ 4-Lot Certified Survey Map = \$850 ➤ With a Developer's Agreement = \$1,500 ➤ Re-submittals = \$400 <p>Miscellaneous fees</p> <ul style="list-style-type: none"> ➤ All special assessments and taxes shall be paid prior to recording. The Department of City Development will record the map with the Kenosha County Register of Deeds and recording fees shall be paid at that time by the applicant.
Park Fees:	<ul style="list-style-type: none"> ➤ Five percent (5%) of the value of the property, but not less than \$1,415 per lot. Note that park fees are only collected for residentially-zoned property and are due at the time of acquiring building permits. The City may require dedication of the land in lieu of fee.
Appendices to Review:	<ul style="list-style-type: none"> ➤ D, E, F and G
Approximate Review Time:	<ul style="list-style-type: none"> ➤ 45 - 60 days (Reviewed by City Plan Commission, Public Works Committee and Common Council)

The land division will be reviewed for compliance with Chapters 17 and 35 of the City Code of General Ordinances, City Zoning Ordinance, any neighborhood or master land use plans for the area, and Chapter 236 of the Wisconsin State Statutes.

The applicant shall be responsible for the costs of project engineering, design, construction, and inspection as follows (when applicable):

1. The applicant is responsible for installing all improvements and infrastructure, including but not limited to, utilities (water, sanitary and storm sewer), oversizing of utilities, sidewalks, streets, street lights and signs, retention/detention basins, street trees, etc.
2. The applicant is responsible for any off-site improvements for the development, including but not limited to, traffic signals and signs, median openings, and street improvements/widening.
3. Payment of inspection and engineering services performed by the City and Kenosha Water Utility for the project.
4. Applicant responsible for posting of all required assurance to cover required improvements.

<p>Checklist to be completed and signed:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Scale and north arrow <input checked="" type="checkbox"/> Scale of plans less than or equal to 1" = 100' <input checked="" type="checkbox"/> Date of original and revisions noted <input checked="" type="checkbox"/> Certification from surveyor that Plat complies with Chapter 17 <input checked="" type="checkbox"/> Reproducible paper less than 36" in width <input checked="" type="checkbox"/> Location of all existing structures and first floor elevations <input checked="" type="checkbox"/> Location of utility and drainage easements <input checked="" type="checkbox"/> Exact length and bearing of the centerline of all streets <input checked="" type="checkbox"/> Exact street width along the line of any obliquely intersecting street <input checked="" type="checkbox"/> Railway rights-of-way within and abutting the plat <input checked="" type="checkbox"/> Location and size of all lands to be dedicated for public use (when required) <input checked="" type="checkbox"/> Comprehensive drainage plan <input checked="" type="checkbox"/> Special restrictions relating to access control, planting strips, restrictive yard requirements, etc. (when required) <input checked="" type="checkbox"/> Major street setback or WisDOT setbacks (if applicable) <input checked="" type="checkbox"/> Map shows entirety of all parcels in proposed certified survey map

<p>Checklist to be completed and signed:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Floodplain limits of the 100 year recurrence interval flood <input type="checkbox"/> Location of any wetlands, shoreland, or other environmental areas (if applicable) <p>Plans to be submitted (when applicable)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Street plans and profiles <input type="checkbox"/> Sanitary sewer plans and profiles <input type="checkbox"/> Storm sewer plans <input type="checkbox"/> Grading/drainage plans <input type="checkbox"/> Water main plans and profiles <input type="checkbox"/> Erosion control plans <input type="checkbox"/> Landscape plans <p>I hereby certify that I have reviewed the City ordinances and provided ten (10) full-sized sets of all required information.</p> <p style="text-align: center;">  _____ Applicant's Signature </p>

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: Mayor Bosman and Members of the Common Council

FROM: Rich Schroeder, Department of City Development 

RE: **Approval of the Comprehensive Outdoor Recreation Plan and Master Plans for Petzke Park, Simmons Island Park, Strawberry Creek Park and Sunrise Park**

DATE: August 10, 2011

Attached is the Resolution to approve the *Comprehensive Outdoor Recreation Plan* and related Master Plans.

SAA Design Group (FKA Schrieber Anderson Associates) has completed the *Comprehensive Outdoor Recreation Plan* and the Master Plans for Strawberry Creek Park, Sunrise Park, Petzke Park and Simmons Island Park.

Due to the size of the documents, copies of the plans will be forwarded under separate cover. If at any time you do not want to keep a copy of the CORP or Master Plans, please return them to Shelly Billingsley or the Department of Public Works for their use by City Staff.

RS:kas
Attachment

RESOLUTION # ____-11

By: Mayor

**A New Comprehensive Outdoor Recreation Plan and Master Plans
for Petzke Park, Simmons Island Park, Strawberry Creek Park and Sunrise Park**

WHEREAS, the City of Kenosha has prepared a new City of Kenosha *Comprehensive Outdoor Recreation Plan* (CORP) dated July 2011 and Master Plans for Petzke Park, Simmons Island Park, Strawberry Creek Park and Sunrise Park which details the park improvements and costs; and

WHEREAS, the Board of Park Commission approved the CORP and related Park Master Plans at their meeting on July 25, 2011; and

WHEREAS, the City Plan Commission approved the CORP and related master Plans and an Amendment to the *Comprehensive Plan for the City of Kenosha: 2035* at their meeting on August 4, 2011; and

WHEREAS, the City has duly noticed and will hold a public hearing on the proposed Amendment, following the procedures in Section 66.1001(4)(d) of the Wisconsin Statutes.

NOW, THEREFORE BE IT RESOLVED, that the City of Kenosha Common Council hereby adopts the *Comprehensive Outdoor Recreation Plan* dated July 2011 and the Master Plans Report for Petzke Park dated July 2011, Simmons Island Park dated July 2011, Strawberry creek Park dated February 2011 and Sunrise Park dated February 2011.

Adopted this ____ day of _____, 2011

ATTEST:

Michael K. Higgins, City Clerk/Treasurer

APPROVE:

Keith G. Bosman, Mayor

DRAFTED BY: CITY DEVELOPMENT
/u2/acct/cp/ckays/1CPC/2011/Aug4/Resol-corp-Mayor.odt



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

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

DEPARTMENT OF PUBLIC WORKS

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

August 12, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. _____
Interim Director of Public Works/City Engineer

Subject: Project: 11-1013 CDBG Resurfacing

Location: 23rd Avenue – 69th Street to Roosevelt Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$400,000.00. Budget amount is \$2,125,000.00 for all resurfacing projects.

This project consists of saw cutting, removing and replacing concrete curb and gutter, replacing corrugated metal storm sewer pipe with concrete pipe, replacing inlet barrels with box inlets, repairing hazardous concrete sidewalk, driveways and handicapped ramps, milling, rubbilizing concrete pavement, adjusting inlets and utility manholes, resurfacing with hot mixed asphalt, and site restoration.

Following is the list of bidders:

	Bid Total
Cicchini Asphalt, LLC, Kenosha, Wisconsin	\$435,399.40
A.W. Oakes & Son, Inc., Racine, Wisconsin	\$498,488.50

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin, for the base bid amount of \$435,399.40 plus \$44,600.60 in contingency for unforeseen conditions (if needed), for total award amount of \$480,000.00. Funding is from CIP Line Item CDBG/IN-93-002.

MML/kjb

cc: Carol Stancato, Director of Finance



Engineering Division
 Michael M. Lemens, P.E.
 Director/City Engineer
Fleet Maintenance
 Mauro Lenci
 Superintendent

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

DEPARTMENT OF PUBLIC WORKS

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

August 12, 2011

To: G. John Ruffolo, Chairman,
 Public Works Committee

From: Michael M. Lemens, P.E. _____
 Interim Director of Public Works/City Engineer

Subject: Project: 11-1014 Concrete Street Repairs

Location: Citywide Locations

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$245,000.00. Budget amount is \$2,125,000.00 for all resurfacing projects.

This project consists of saw cutting, removing concrete pavement, removing curb and gutter, excavation, placing new concrete pavement with dowel and tie bars and site restoration.

Following is the list of bidders:

	Bid Total
D.C. Burbach, Inc., Waukesha, Wisconsin	\$270,653.10
Cornerstone Pavers, LLC, Racine, Wisconsin	\$294,326.30
Lalonde Contractors, Inc., Milwaukee, Wisconsin	\$296,785.96
Mann Bros., Inc., Elkhorn, Wisconsin	\$346,495.00
A.W. Oakes & Son, Inc., Racine, Wisconsin	\$388,840.50

It is recommended that this contract be awarded to D.C. Burbach, Inc., Waukesha, Wisconsin, for the base bid amount of \$270,653.10 plus \$27,346.90 in contingency for unforeseen conditions (if needed), for total award amount of \$298,000.00. Funding is from CIP Line Item IN-93-002.

MML/kjb

cc: Carol Stancato, Director of Finance



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Interim Director

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

August 5, 2011

To: G. John Ruffolo, Chairman
Public Works Committee

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

Subject: *State/Municipal Project Agreement*
WisDOT Project I.D. 3220-05-20/70
STH 158 (52nd Street) from STH 31 to 1000 feet west of 95th Avenue
Non-Participating Local Project Costs

BACKGROUND/ANALYSIS

Highway 158 (52nd Street) from STH 31 (Green Bay Road) to 95th Avenue is planned for reconstruction in 2019. This portion of STH 158 is state jurisdiction, and WisDOT staff is currently scoping the design of this project. Although most of the cost will be state responsibility, there are some elements of the design that will be non-participating or local responsibility. By approving the State/Municipal Agreement for Highway Improvement Project, the City can get this project formally included in the State's program.

The project agreement commits the city to fund the elements of the design and construction that are not covered by state funding. These costs will be included in future CIP's.

Formal approval of the State/Municipal Project Agreement is required for authorization.

RECOMMENDATION

Approve the State/Municipal Project Agreement and authorize the Mayor to execute the necessary document on behalf of the City.

STATE/MUNICIPAL AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT

DATE: July 27, 2011
PROJECT DESIGN ID: 3220-05-00
PROJECT CONSTRUCTION ID: 3220-05-20/70
HIGHWAY: STH 158 LENGTH: 2.20 Miles
LIMITS: 1000ft W of 95th Ave to STH 31
COUNTY: Kenosha

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

PHASE	ESTIMATED COST					
	Total Est. Cost	Federal/ State Funds	%	Municipal Funds	%	
Preliminary Engineering: Plan Development	\$ 1,250,000	\$ 1,250,000	100%	\$ -	0%	
Real Estate Acquisition: Acquisition	\$ 1,066,500	\$ 1,066,500	100%	\$ -	0%	
Compensable Utilities	\$ 20,000	\$ 20,000	100%	\$ -	0%	
Construction: Participating	\$ 14,300,000	\$ 14,300,000	100%	\$ -	0%	
New Sidewalk	\$ 165,000	\$ 132,000	80%	\$ 33,000	20%	
New Lighting	\$ 550,000	\$ 275,000	50%	\$ 275,000	50%	
CSS *	\$ 543,500	\$ 543,500	MAX	\$ -	BAL	
Non-Participating	\$ 25,000	\$ -		\$ 25,000	100%	
Total Cost Distribution	\$ 17,920,000	\$ 17,587,000		\$ 333,000		

* Community Sensitive Solutions (CSS) - maximum State/Federal funds \$543,500, any amount that exceeds this maximum is to be funded with 100% Municipal funds

This request is subject to the terms and conditions that follow (pages 2 & 3) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the State shall constitute agreement between the Municipality and the State.

Signed for and in behalf of the City of Kenosha.

Name Title Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing.
3. Funding of each project phase (preliminary engineering, real estate, construction, and other) is subject to inclusion in an approved program. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the estimate summary:
 - (a) The grading, base, pavement, and curb and gutter.
 - (b) Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - (c) Construction engineering incident to inspection and supervision of actual construction work.
 - (d) Signing and pavement marking, including detour routes.
 - (e) Storm sewer mains necessary for the surface water drainage.
 - (f) Construction of new sidewalks and driveways, replacement of sidewalks and private driveways resulting from roadway construction.
 - (g) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices.
 - (h) Real Estate for the improvement.
 - (i) Preliminary engineering and state review services.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) Bridge width in excess of standards.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.
 - (b) Maintenance of sidewalks and landscaping features along the project.
 - (c) Maintenance of lighting systems, to include energy.

ID: 3220-05-00

2

(d) Maintenance of all features outside the travel lanes when additional pavement width is added at the request of the Municipality, with the exception of turn lanes.

9. Basis for local participation:

Funding for preliminary engineering – 100% State

Funding for construction of standard roadway items – 100% State.

Funding for real estate required for standard roadway construction, 100% State.

Funding for compensable utilities required for standard roadway construction, 100% State.

Funding for standard sidewalk, 80% State 20% Municipal.

Funding for standard lighting, 50% State 50% Municipal.

Funding for Community Sensitive Solutions(CSS) – 100% State, maximum amount \$543,500. Costs above this maximum are 100% Municipal. The funding is to be used for enhancement features along the project limits. CSS funds have been inflated to 2019 dollars

Funding for non-participating items 100% Municipality.

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

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

FROM: Anthony Geliche, Community Development Specialist

RE: **2011 CDBG Subgrantee Agreements**

DATE: August 10, 2011

Attached are the following documents:

- A spreadsheet listing the applicant, project title, amount received and contract period for each Agreement;
- One complete Subgrantee Agreement;
- The Scopes of Service and Budgets for the remaining Agreements.

The Agreement that is used for the CDBG Program is a standard Agreement for all sub-recipients, which is why you do not have a full Agreement for each project.

All of the Agreements have been reviewed and approved by the agencies prior to submission to the Finance Committee for consideration. The 2011 CDBG Program was approved by the Common Council on February 21, 2011, Resolution #19-11.

If you have any questions, please contact me at 653-4039 or via email at tgeliche@kenosha.org.

TG:kas
Attachment

RESOLUTION NO. 19-11

BY: FINANCE COMMITTEE

RESOLUTION TO APPROVE THE 2011 CONSOLIDATED PLAN - ANNUAL PLAN

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

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

WHEREAS, for the purpose of the CDBG Program, public hearings were held before the CDBG Committee on September 15, 2010; December 7, 2010 and December 8, 2010; the City Plan Commission on September 23, 2010 and February 21, 2011; the Finance Committee on October 18, 2010 and February 21, 2011 and the Common Council on October 18, 2010 and February 21, 2011 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

WHEREAS, for the purpose of the HOME Program, public hearings were held before the Finance Committee on February 21, 2011 and the Common Council on February 21, 2011 to consider the 2011 Program Description and obtain citizen comments on housing needs; and

WHEREAS, the 2011 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$1,163,013 and project allocations are based on this amount; and

WHEREAS, if the actual 2011 CDBG Entitlement Grant is less than \$1,163,013, program allocations will be adjusted in proportion to each project allocation; and

WHEREAS, if the actual 2011 CDBG Entitlement Grant is more than \$1,163,013, funds will be used in accordance with the 2011 Fund Allocation Plan approved by the Common Council on October 18, 2010, Item #L.3.; and

WHEREAS, the 2011 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$523,933 and proposed allocations are based on this amount; and

WHEREAS, if the actual 2011 HOME Entitlement Grant is more or less than \$523,933, the program allocation will be adjusted in proportion to each activity allocation approved in the 2011 Program Description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council, that the 2011 Consolidated Plan - Annual Plan is approved; and

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

Dated this 21st day of February, 2011

ATTEST:


Debra D. Salas, Deputy City Clerk

APPROVE:


Keith G. Bosman, Mayor

City of Kenosha
2011 Community Development Block Grant Agreements

	Agency	Project	Amount	Start Date	End Date
1	Spanish Center of Southeastern WI, Inc.	Community Outreach Interpretations and Translation Services	2,265	July 1, 2011	June 30, 2012
2	New Song Ministries, Inc.	Circles of Support – Returning Citizens (Re-Entry Services Program)	2,265	January 1, 2011	December 31, 2011
3	Kenosha Community Sailing Center	Sailing Program	3,323	January 1, 2011	December 31, 2011
4	Kenosha Area Family & Aging Service, Inc.	Volunteer Transportation Service	4,154	January 1, 2011	December 31, 2011
5	Oasis Youth Center	Expansion of Youth Services	4,154	July 1, 2011	June 30, 2012
6	Kenosha Literacy Council, Inc.	Effective and Efficient Adult Literacy Programming	4,154	July 1, 2011	June 30, 2012
7	Urban League of Racine and Kenosha, Inc.	Reducing Employment Barriers for the Homeless and Ex-Offenders	4,154	July 1, 2011	June 30, 2012
8	HOPE Council, Inc.	Offender to Opportunity: Workforce Readiness Program	8,307	July 1, 2011	June 30, 2012
9	Boys & Girls Club of Kenosha	Summer Youth Employment Program	12,461	January 1, 2011	December 31, 2011
10	Women & Children's Horizons	Legal Advocacy Program – Legal Coordinator	16,615	January 1, 2011	December 31, 2011
11	Shalom Center	Emergency Family Shelter	16,615	July 1, 2011	June 30, 2012
12	ELCA Urban Outreach Center	Helping Residents become Self-Sufficient	24,921	January 1, 2011	December 31, 2011
13	Kenosha YMCA	Frank Neighborhood Project	41,537	January 1, 2011	December 31, 2011
14	Urban League of Racine and Kenosha, Inc.	Facility Improvement – New Roof	7,477	July 1, 2011	June 30, 2012
15	Kenosha Human Development Services, Inc.	Tuck-point/Paint – Community Services Building	29,076	July 1, 2011	June 30, 2012
16	Carpenter's Home Improvement, Inc.	Carpentry Career & Technical Education Program	49,845	January 1, 2011	December 31, 2011
17	Kenosha Community Health Center, Inc.	Second Floor Dental Expansion Project	52,285	January 1, 2011	December 31, 2011
18	Kenosha Community Health Center, Inc.	Boys & Girls Club Medical Clinic w/Behavioral Health Expansion	52,285	July 1, 2011	June 30, 2012
19	WI Women's Business Initiative Corp.	Micro-enterprise Technical Assistance/loans	103,843	March 1, 2011	February 29, 2012

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the **15th** day of **August 2011**, by and between **Spanish Centers of Racine, Kenosha & Walworth** (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

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

I. **RETENTION OF SERVICES.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to begin no earlier than **July 1, 2011**, and continue through **June 30, 2012**.

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

A. Use of Funds

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

B. Compensation

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

C. Program Income

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

III. **DELIVERABLE ITEMS.**

A. Financial Information and Reports

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

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

B. Performance/Compliance Information

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

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

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

C. Reporting Requirements

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

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

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

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

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

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

IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than June 30, 2012 which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance

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

B. Place of Performance

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

C. Additional Fringe or Employee Benefits

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

D. Taxes, Social Security and Government Reporting

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

E. Subcontracting

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

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

A. Cost Incurred

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

B. Payment Policies and Procedures

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

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

C. Reversion of Funds and Assets

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

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

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

*Spanish Centers of Racine, Kenosha & Walworth
5900 11th Avenue
262.657.2160
Attention: Ben Ortega*

and to the CITY at:

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

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

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

X. ENFORCEMENT.

A. Remedies for Noncompliance

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

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

B. Hearings, Appeals

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

C. Effects of Suspension and Termination

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

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

D. Relationship to Debarment and Suspension

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

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

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

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

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

XXI. OTHER PROVISIONS.

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

Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Part II is Attached X

Not Applicable

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

CITY OF KENOSHA,
A Municipal Corporation

CONTRACTOR

By: _____
Mayor Keith G. Bosman

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Michael Higgins, Clerk/Treasurer/Assessor

By: _____

Date: _____

Date: _____

PART II**TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS**

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

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

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

XV. EXECUTIVE ORDER 11246, ETC. During the performance of this Contract, the CONTRACTOR agrees as follows:

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

Exhibit A

BUDGET

**Spanish Center of Southeastern WI, Inc.
Community Outreach Interpretations and Translation Services**

Salary and Fringe Benefits of Community Outreach Coordinator	\$2,265.00
TOTAL	\$2,265.00

Exhibit B

SCOPE OF SERVICES

**Spanish Center of Southeastern WI, Inc.
Community Outreach Interpretations and Translation Services**

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Community Services and Translation Program.
2. The following goals shall result in the use of the funds:
 - a. Utilization of Spanish enhancement skills and cultural introduction to enhance positive work interactions.

B. Additional Provisions

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

C. Measurable Outcomes

1. 50 attending participants will utilize Spanish enhancement skills and cultural introduction to enhance positive work interactions.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

(Exhibit C)

CONFLICT OF INTEREST REQUIREMENTS

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

Among the major requirements are the following:

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

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

Exhibit E
Service Provider Report Form

Agency:	Spanish Centers of Racine, Kenosha & Walworth
Program:	Community Outreach and Translations
Contact Person:	Ben Ortega
Quarter:	
Date Submitted:	
Submitted To:	

2011 INCOME LIMITS

Number in Household	Extremely Low Income 30%	Very Low Income 50%	Low Income 80%
1	\$14,950	\$24,900	\$39,850
2	\$17,100	\$28,450	\$45,550
3	\$19,250	\$32,000	\$51,250
4	\$21,350	\$35,550	\$56,900
5	\$23,100	\$38,400	\$61,500
6	\$24,800	\$41,250	\$66,050
7	\$26,500	\$44,100	\$70,600
8	\$28,200	\$46,950	\$75,150

SERVICE LEVEL	1	2	3	YTD	4	5	6	YTD	7	8	9	YTD	10	11	12	YTD
ACTIVE BEGINNING OF PERIOD																
OPENED																
CLOSED																
ACTIVE END OF PERIOD																
NUMBER SERVED																

FIRST MONTH: ENTER DATA FOR EVERY PARTICIPANT SERVED BY YOUR PROGRAM DURING THE MONTH.
SECOND THRU TWELFTH MONTH: ENTER DATA FOR NEW PARTICIPANTS ONLY.

HOUSEHOLD INCOME	1	2	3	YTD	4	5	6	YTD	7	8	9	YTD	10	11	12	YTD
	ALL	NEW														
ZERO INCOME																
EXTREMELY LOW																
VERY LOW INCOME																
LOW INCOME																
ABOVE LOW INCOME																
TOTAL HOUSEHOLDS																

FEMALE HEAD OF HOUSEHOLD																
TOTAL PARTICIPANTS																
FEMALE HEAD OF HOUSEHOLD																
TOTAL PARTICIPANTS																

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

Exhibit A

BUDGET

**Spanish Center of Southeastern WI, Inc.
Community Outreach Interpretations and Translation Services**

Salary and Fringe Benefits of Community Outreach Coordinator	\$2,265.00
TOTAL	\$2,265.00

Exhibit B

SCOPE OF SERVICES

Spanish Center of Southeastern WI, Inc. Community Outreach Interpretations and Translation Services

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Community Services and Translation Program.
2. The following goals shall result in the use of the funds:
 - a. Utilization of Spanish enhancement skills and cultural introduction to enhance positive work interactions.

B. Additional Provisions

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

C. Measurable Outcomes

1. 50 attending participants will utilize Spanish enhancement skills and cultural introduction to enhance positive work interactions.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**New Song Ministries, Inc.
Circles of Support – Returning Citizens (Re-Entry Services Program)**

Salary & Fringe Benefits	\$2,265.00
TOTAL	\$2,265.00

Exhibit B

SCOPE OF SERVICES

New Song Ministries, Inc. Circles of Support – Returning Citizens (Re-Entry Services Program)

A. General Description of Services

1. Utilize funds to move new clients through the stages of support without re-incarceration resulting in consistent, long term, self-sufficiency and positive contributions to the community and permanently break the cycle of recidivism.
2. The following goals shall result in the use of the funds to:
 - a. Evaluate what mix of service providers and clients will maximize successful community re-entry and reduce recidivism.
 - b. Provide an increased chance for successful re-integration back into the community.
 - c. Provide assistance in finding employment.

B. Additional Provisions

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

C. Measurable Outcomes

1. Up to 10 released inmates or returning citizens will be provided access to the Circles of Support Program and matched with caring volunteer groups who have the client's best interest and success in life as top priority.
2. Up to 10 released inmates will be assisted access to apply for suitable housing, job opportunities and health/social services.
3. Up to 10 released inmates will receive life skills training and support, accountability, a sense of family structure, church surroundings, problem solving assistance, and the ability to participate in existing 12-step recovery meetings and church services.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha Community Sailing Center
Kenosha Community Sailing Center Sailing Program**

Salaries and Benefits - Youth Hours	\$304.00
Scholarships	\$2,500.00
Life Jackets	\$520.00
TOTAL	\$3,324.00

Exhibit B

SCOPE OF SERVICES

Kenosha Community Sailing Center Kenosha Community Sailing Center Sailing Program

A. General Description of Services

1. Utilize funds to provide scholarships for sailing lessons for low-to-moderate income youth and purchase additional life jackets for the program.
2. The following goals shall result in the use of the funds:
 - a. Participants will learn to select and put on a properly fitting life jacket.
 - b. Safely operate the small electric crane to launch and haul out a small sailboat.
 - c. Properly launch and haul out a small sailboat directly from the floating docks.
 - d. Properly and safely enter, exit and tie up a small sailboat at the new floating dock system.

B. Additional Provisions

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

C. Measurable Outcomes

1. 75% of the students will complete the evaluations and from that at least 50% of the participating students will have learned a transferable skill they did not have prior to the sailing lessons.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha Area Family & Aging Service, Inc.
Volunteer Transportation Service**

Salaries and Benefits	\$4,154.00
TOTAL	\$4,154.00

Exhibit B

SCOPE OF SERVICES

Kenosha Area Family & Aging Service, Inc. Volunteer Transportation Service

A. General Description of Services

1. Utilize funds for staff to recruit, train and supervise volunteer drivers who provide rides to medical appointments and other essential activities for frail elderly and disabled persons who do not drive and have difficulty using City buses or wheel chair accessible vans.
2. The following goals shall result in the use of the funds:
 - a. 185 frail elderly and disabled persons will have increased access to community health and social services creating a more suitable living environment.
 - b. 75 volunteers will provide rides for frail elderly and disabled persons to create a more suitable living environment.

B. Additional Provisions

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

C. Measurable Outcomes

1. 100% of riders will report that their access to services has improved.
2. 95% of riders will be satisfied with our services.
3. 95% of our drivers will be satisfied with our volunteer management services.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Oasis Youth Center
Oasis Youth Center Expansion of Services**

Reading Books	\$300.00
Advertising	\$500.00
Audio Visual/Gaming Systems	\$1,500.00
Computers/WiFi and Internet Access	\$1,854.00
TOTAL	\$4,154.00

Exhibit B

SCOPE OF SERVICES

Oasis Youth Center Oasis Youth Center Expansion of Services

A. General Description of Services

1. Utilize funds to provide a safe, free after school and weekend program for recreation and academic assistance for 40 to 80 youth for the purpose of creating a suitable living environment for families in Kenosha.
2. The following goals shall result in the use of the funds:
 - a. Youth Center for after school and weekend program for 40 to 80 youth.
 - b. Provide academic assistance.
 - c. Provide recreational activities.
 - d. Allows youth to become involved in community activities.

B. Additional Provisions

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

C. Measurable Outcomes

1. Provide recreation and academic assistance for 40 to 80 youth.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha Literacy Council, Inc.
Effective and Efficient Adult Literacy Programming**

Salaries and Benefits	\$4,154.00
TOTAL	\$4,154.00

Exhibit B

SCOPE OF SERVICES

Kenosha Literacy Council, Inc. Effective and Efficient Adult Literacy Programming

A. General Description of Services

1. Utilize funds to help adults learn to read, write and speak English so they can function in, and contribute to, the community on a daily basis.
2. The following goals shall result in the use of the funds:
 - a. Adults will learn to read, write and speak English.
 - b. Obtain employment allowing them to care for their families.
 - c. Access basic community resources
 - d. Improve the quality of their lives.

B. Additional Provisions

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

C. Measurable Outcomes

1. 100% of adult learners who advanced at least one (1) literacy level as measured by KLC's standardized post-test and are currently employed or seeking employment will access new/better job opportunities for the purpose of creating a suitable living environment.
2. 200 pre- and/or post-tests will be administered.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Urban League of Racine and Kenosha, Inc.
Reducing Employment Barriers for the Homeless and Ex-Offenders**

Salaries and fringe benefits	\$4,154.00
TOTAL	\$4,154.00

Exhibit B

SCOPE OF SERVICES

Urban League of Racine and Kenosha, Inc. Reducing Employment Barriers for the Homeless and Ex-Offenders

A. General Description of Services

1. Utilize funds to provide staff to offer classes and pre-employment training to reduce employment barriers facing homeless persons and ex-offenders so they are able to achieve earnings sufficient to live independently.
2. The following goals shall result in the use of the funds:
 - a. Participants will be evaluated for program eligibility.
 - b. Participants will participate in math refresher classes, financial literacy workshops and/or pre-employment training for the purpose of preparing them for sustainable employment.
 - c. Participants will successfully meet the goals of their individual training plan.

B. Additional Provisions

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

C. Measurable Outcomes

1. Minimum of 20 persons will attend an orientation and assessment of program eligibility.
2. 20 persons over a 12-month period will participate in math refresher classes, financial literacy workshops and/or pre-employment training for the purpose of preparing them for sustainable employment.
3. 16 persons will successfully meet the goals of their individual training plan.
4. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**HOPE Council, Inc.
Offender to Opportunity: Workforce Readiness Program**

Salaries and Benefits	\$8,307.00
TOTAL	\$8,307.00

Exhibit B

SCOPE OF SERVICES

HOPE Council, Inc. Offender to Opportunity: Workforce Readiness Program

A. General Description of Services

1. Utilize funds to work with ex-offenders who are substance abusers in assisting them in workforce preparation, job searches and access to mainstream community resources.
2. The following goals shall result in the use of the funds:
 - a. Provide access to the services offered at the HOPE Council to assist in finding and sustaining gainful employment.
 - b. Provide workshops.
 - c. Provide workforce readiness services.
 - d. Help ex-offenders find gainful employment.

B. Additional Provisions

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

C. Measurable Outcomes

1. 135 ex-offenders leaving incarceration will have access to the services offered at the HOPE Council to assist them in finding and sustaining gainful employment
2. The HOPE Council, in conjunction with the Kenosha County Job Center, will provide six (6) workshops to ex-offenders.
3. 85 ex-offenders will use the services offered at the HOPE Council for workforce readiness.
4. 25 ex-offenders will find gainful employment due to the assistance received at the HOPE Council.
5. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Boys & Girls Club of Kenosha
Summer Youth Employment Program**

Gross Salary	\$8,205.00
Benefits	\$2,368.00
Travel/Training	\$1,500.00
Supplies	\$388.00
TOTAL	\$12,461.00

Exhibit B

SCOPE OF SERVICES

Boys & Girls Club of Kenosha Summer Youth Employment Program

A. General Description of Services

1. Utilize funds to provide educational, support and mentoring services for the Youth Employment Program for youth between the ages of 14 to 18.
2. The following goals shall result in the use of the funds:
 - a. Offer employment skills training, support and mentoring services that enhances participants' psychological well-being.
 - b. Provide a mixture of services that includes vocational skills, proper work attitudes, adult role models, and social skills while empowering them with capabilities to contribute to their family income.
 - c. Provide positive, creative and productive activities as alternatives to avoiding adverse behaviors.

B. Additional Provisions

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

C. Measurable Outcomes

1. 30 youth will receive vocational education, support and mentoring services as a component of the larger Youth Employment Program. Participation will lead toward greater economic self-sufficiency.
2. The program will provide a decrease in instances of juvenile delinquency.
3. Report the number of persons assisted:
 - a. Who have new access to the services.
 - b. Who have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard or to measurably improve quality).

Exhibit A

BUDGET

**Women & Children's Horizons
Legal Advocacy Program – Legal Coordinator**

Salary and Fringe Benefits	\$16,615.00
TOTAL	\$16,615.00

Exhibit B

SCOPE OF SERVICES

Women & Children's Horizons Legal Advocacy Program – Legal Coordinator

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

1. 350 survivors of domestic abuse and sexual assault will become more knowledgeable about their options, the judicial process, making court appearance, community resources and other services provided.
2. Maintain a 95-100% satisfaction rate from clients who return surveys.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Shalom Center
Emergency Family Shelter**

Salaries and Benefits of staff providing services	\$16,615.00
TOTAL	\$16,615.00

Exhibit B

SCOPE OF SERVICES

Shalom Center Emergency Family Shelter

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

1. 25% of clients will obtain employment, remain stable in employment and continue to increase their job skills.
2. 70% of clients will obtain housing.
3. 80% of adult clients will increase their educational level.
4. 85% of clients will increase their life skills.
5. 90% of children in the after-school tutoring program will increase their education level.
6. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**ELCA Urban Outreach Center
Helping Residents become Self-Sufficient**

Salaries and Benefits	\$13,500.00
Attorney Fees for Legal Advice	\$2,000.00
Bus Tokens	\$941.00
Prescription Co-Pay Vouchers	\$6,000.00
Internet & Phone	\$1,680.00
GED Testing	\$800.00
TOTAL	\$24,921.00

Exhibit B

SCOPE OF SERVICES

ELCA Urban Outreach Center Helping Residents become Self-Sufficient

A. General Description of Services

1. Utilize funds to provide critical human services to low-resource and homeless families in Kenosha.
2. The following goals shall result in the use of the funds:
 - a. Provide legal advice to clients regarding renters rights, evictions and family law.
 - b. Provide at least 30 clients per month with up to \$25 co-pay for prescriptions.
 - c. Provide telephone, fax machine, high speed internet and printing during week day mornings for job searches.
 - d. Provide free quality clothing via the Dias Memorial Clothing Closet.
 - e. Provide hygiene and infant care products.
 - f. Provide emergency prescription assistance to individuals who have a co-pay they cannot afford and are seeking non-psychotropic medicine.
 - g. Provide training on the use of the internet, Microsoft Word, basic email programs, and resume writing.
 - h. Provide bus tokens and fuel cards to those who have job interviews, medical appointments or emergencies.

B. Additional Provisions

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

C. Measurable Outcomes

1. 40 families/individuals will meet with attorneys while discussing their family law and renters rights issues.
2. 65 people will have access to new jobs through: the high speed internet access, the new business center, basic and advanced computer training, job skills training.
3. 25 people will be enrolled in the GED classes with at least 10 taking GED tests.
4. 25 Kenosha residents will receive prescription co-pay vouchers EACH MONTH.
5. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard, or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha YMCA
Frank Neighborhood Project**

Salaries and Benefits	\$22,270.00
Program Costs	\$14,286.00
Facility Rental	\$1,660.00
Travel/Transportation	\$3,321.00
TOTAL	\$41,537.00

Exhibit B

SCOPE OF SERVICES

Kenosha YMCA Frank Neighborhood Project

A. General Description of Services

1. Utilize funds to provide
 - a. Life skills training
 - b. Relationship development
 - c. Improve environment
2. Funds reimbursed under the terms of this Agreement are to be used to cover costs of providing services to 350 individuals.

B. Additional Provisions

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

C. Measurable Outcomes

1. 300+ families will benefit from FNP
2. The Kenosha YMCA will provide transportation for a variety of FNP programs at the YMCA at least twice per week.
3. 80% of parents will report that their children have learned or improved conflict resolution and friendship skills.
4. 80% of parents will report that the program has improved their child's self esteem.
5. 80% of parents of participants will report that their child is learning the Y's four (4) core character values.
6. 80% of parents of participants will report that their children feel valued in their social community.
7. Youth participants, as a group, will show an increase of 3% or higher in Developmental Assets score over a 9-month period.
8. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Urban League of Racine and Kenosha, Inc.
Facility Improvement – New Roof**

Contractor labor and supplies for new roof	\$7,477.00
TOTAL	\$7,477.00

Exhibit B

SCOPE OF SERVICES

Urban League of Racine and Kenosha, Inc. Facility Improvement – New Roof

A. General Description of Services

1. Utilize funds for new roof on the building.

B. Additional Provisions

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

C. Measurable Outcomes

1. Continued access for 480 persons annually to services provided.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha Human Development Services, Inc.
Tuckpoint/Paint – Community Services Building**

Tuckpointing and Painting	\$29,076.00
TOTAL	\$29,076.00

Exhibit B

SCOPE OF SERVICES

Kenosha Human Development Services, Inc. Tuckpoint/Paint – Community Services Building

A. General Description of Services

1. Utilize funds to tuckpoint and paint the Community Services Building.

B. Additional Provisions

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

C. Measurable Outcomes

1. Annually, 3,500 people will have continued access to community social services in a convenient, easily accessible location.
2. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Carpenter's Home Improvement, Inc.
Carpentry Career & Technical Education Program**

Salary and Fringe benefits for Journeyman Carpenter	\$49,845.00
TOTAL	\$49,845.00

Exhibit B

SCOPE OF SERVICES

Carpenter's Home Improvement, Inc. Carpentry Career & Technical Education Program

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

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

Exhibit A

BUDGET

**Kenosha Community Health Center, Inc.
Second Floor Dental Expansion Project**

Equipment	\$52,285.00
TOTAL	\$52,285.00

Exhibit B

SCOPE OF SERVICES

Kenosha Community Health Center, Inc. Second Floor Dental Expansion Project

A. General Description of Services

1. Utilize funds for the acquisition of equipment to expand the dental clinic.

B. Additional Provisions

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

C. Measurable Outcomes

1. 15,984 new low-income persons will have access to oral health services.
2. 56 jobs will be created.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**Kenosha Community Health Center, Inc.
Boys & Girls Club Medical Clinic w/Behavioral Health Expansion**

Equipment	\$52,285.00
TOTAL	\$52,285.00

Exhibit B

SCOPE OF SERVICES

Kenosha Community Health Center, Inc. Boys & Girls Club Medical Clinic w/Behavioral Health Expansion

A. General Description of Services

1. Utilize funds for the acquisition of equipment to operate a Medical/Behavioral Health Clinic at Community Center and Behavioral Health Expansion at 4536 22nd Avenue, Kenosha.
2. With the Behavioral Health Clinic expansion:
 - a. 10 jobs will be created.
 - b. 2,942 new low-income persons will access medical and behavioral health services.
 - c. 100% of the annual budget will benefit the local economy.

B. Additional Provisions

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

C. Measurable Outcomes

1. 2,942 new low-income persons will have access to the medical and behavioral health services.
2. Ten jobs will be created.
3. Report the number of persons assisted:
 - a. That have new access to the services.
 - b. That have improved access to the services.
 - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

Exhibit A

BUDGET

**WI Women's Business Initiative Corp. Southeast
Jobs, Opportunity and Hope: The Microenterprise Development Continuum**

Technical Assistance	\$41,543.00
Loans (To be Committed by February 29, 2012)	\$62,300.00
Program Income (Currently \$69,842.23)	
TOTAL	\$103,843.00

Exhibit B

SCOPE OF SERVICES

WI Women's Business Initiative Corp. Southeast Jobs, Opportunity and Hope: The Microenterprise Development Continuum

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

Under the terms of this Agreement, the WWBIC shall:

- A. Utilize funds to provide technical business assistance services to potential, new and existing micro-enterprises
 1. Provide business training and/or technical assistance support services to 60 low-to moderate income individuals through the various levels of classes and training sessions.
 - a. Increase comprehension of entrepreneurship and business acumen, including business financing, bookkeeping, cash flow projection, marketing, and business operations and management.
 - b. Provide one-on-one technical assistance to appropriate entrepreneurs and business owners via WWBIC's initial meeting sessions regarding finance options.
 - c. Provide individualized technical assistance to loan fund borrowers as needed to strengthen and grow their businesses.
 - d. Individuals receiving technical assistance will be guided by WWBIC's Client Assessment process that evaluates and suggests needed assistance for their business.
 - e. Individuals served by WWBIC technical assistance shall have a "business plan" completed prior to the receipt of assistance.
 - f. Conduct proactive outreach to other business assistance providers and meet with at least five prospective partners.
 - g. Salary and fringe benefits shall be reimbursed for actual time spent on technical assistance.
 - i. Actual time spent shall be documented with time records kept by each employee.
 - ii. Each quarter WWBIC will complete the following:
 - Submit Attachment F requesting reimbursement for funds expended in the previous quarter.
 - Submit Attachment E reporting the accomplishments that took place throughout the previous quarter.
 - iii. By January 31, 2012 WWBIC will submit an annual report to the City that will include the following:
 - Final Attachment E reporting the total yearly accomplishments
 - Final Attachment F requesting final draw
- B. Utilize funds, plus program income, to provide loans up to \$15,000 maximum per micro-enterprise (\$2,500 minimum)
 1. Provide a minimum of three (3) loans to micro-enterprises and create at least three (3) new full-time equivalent (FTE) jobs for low-to moderate income persons.
 2. The amount of the loan will be based on an analysis of need and the ability of the business to create the new Full-Time Equivalent (FTE) jobs.

3. Each loan recipient shall create one new FTE for every \$15,000 of CDBG funds loaned.
4. Low-to-moderate income (LMI) persons shall hold 51% of the jobs created.
5. Loans shall be provided to income eligible entrepreneurs and to small businesses, employing low and moderate income persons which shall generally be for fixed asset and equipment purchases, working capital expenses or facility acquisition.
6. The loan recipient shall provide documentation as to whether the jobs were made available to LMI persons or taken by LMI persons and must certify that entry level jobs include a definite plan for employee advancement.
7. Each business will be required to provide WWBIC with documentation for the use of the CDBG loan funds.
8. Leasehold or property improvements will require that Federal Fair Labor Standards be followed and WWBIC will be responsible for monitoring compliance with these regulations to assure that the Federal requirements are met.
9. Appendix A of 24 CFR 570 related to evaluating project costs and financial requirements shall be followed (attached).
10. Funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one Labor Market Area (LMA) to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.
11. For each new loan WWBIC will:
 - a. Notify the City that the WWBIC Loan Committee has approved a loan
 - b. Provide the City with a copy of the loan terms and agreement prior to loan funds being released. The commitment letter shall include a list, by job title, of the jobs to be created and the wage rate to be paid for each job, terms of the loan and intended use of the CDBG funds.
 - c. Release the CDBG funds only after the City has provided the results of the Environmental Review.
 - d. Submit an Economic Development Report for each loan before funds are released.
12. Each quarter WWBIC will complete the following:
 - a. Submit Attachment F requesting reimbursement for funds expended in the previous quarter.
 - b. Submit Attachment E reporting the accomplishments that took place throughout the previous quarter.
 - c. Submit a report detailing the number of loan applications submitted, the number of loans approved, the number of jobs to be created, and the total number of loans being managed.
13. By January 31, 2012 WWBIC will submit an annual report to the City that will include the following:
 - a. Economic Development Report aggregating the individual loan data
 - b. Repayment status of each loan
 - c. Job creation status of each loan
 - d. Final Attachment E reporting the total yearly accomplishments
 - e. Final Attachment F requesting final draw

14. WWBIC shall conduct at least one on-site review of each loan recipient's job creation files to certify that the jobs were made available to, or taken by, persons who were low or moderate income at the time of hire and certify the wage rate paid. This on-site review may take place at the time the jobs required by the terms of the loan are certified by the company as having been created. For positions where the business is certifying that the jobs were available to low or moderate income persons, the business must show that it had a commitment to hire unqualified persons and provide training for jobs requiring special skills or education. Special skills are defined as those that can only be acquired with substantial training or work experience or education beyond high school.
15. Program Income
 - a. WWBIC will report and return to the City all program income received as principal, interest, fees or penalties from loans generated with the City's CDBG funds on a quarterly basis.
 - b. WWBIC must fully utilize its Micro Enterprise loan funds before using the Program Income Funds.
 - c. WWBIC may use up to 100% of all interest, fees and penalties for service delivery costs including; staffing and other costs related to the operations of the CDBG loan fund.
 - d. WWBIC must use 100% of the repaid CDBG loan principal for additional micro-enterprise loans.



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Interim Director

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

August 4, 2011

To: Michael Orth, Chairman
Park Commission

From: Michael Lemens, P.E.
Interim Director of Public Works

CC: Jan Michalski
District 3

Subject: ***Wisconsin Coastal Management Grant Agreement for Southport Beachhouse Restoration Enhancements***

BACKGROUND INFORMATION

Staff submitted a grant application in October of 2010, requesting funding assistance for the design of a Historic Preservation project at the Southport Beachhouse. This grant requested funding to engage architectural and engineering services to prepare construction plans and specifications for the restoration of the north parapet wall (that received extensive damage during the June 30 storm), installation of the north courtyard emergency fire exit, repair miscellaneous brick areas and some building tuckpointing to meet historic preservation requirements.

The coastal management grant is a 50% match therefore the Park Division, through this agreement has the opportunity to receive \$15,000 in funding for a \$15,000 match resulting in \$30,000 for design services.

Staff, with the damage to the roof during the June 30th storm, would request that design also be added to the project for the necessary repairs. However, the additional cost for this design component will not be grant eligible.

Staff has reviewed the Adopted Capital Improvement Plan and would like to propose that the Park Commission allocate \$60,000 to cover staff engineering time, grant match, grant amount and additional costs for roof design from the Southport Park ADA Ramp (PK-00-002) to Southport Building Renovations.

RECOMMENDATION

Authorize the Interim Director of Public Works to author a line item transfer request for this item and execute the Grant Agreement with the State of Wisconsin Department of Administration. Construction funding will need to be further evaluated upon receiving an estimated construction cost through the design phase.

**GRANT AGREEMENT
BETWEEN THE**

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM**

AND

CITY OF KENOSHA

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF KENOSHA** ("Grantee"). This agreement is complete and valid as of the date signed by the Administrator of the Division of Intergovernmental Relations, and will end on **July 31, 2012** unless extended by mutual agreement.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the Grantee has submitted an Application for the identified Program and the State, in reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of **Fifteen Thousand Dollars (\$15,000.00)** and the Grantee agrees to provide **Fifteen Thousand Dollars (\$15,000.00)** for eligible activities herein described; 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 Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

CITY OF KENOSHA

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY: _____
Michael M. Lemens, P.E.

BY: _____
Ed Eberle

TITLE: Director of Engineering

TITLE: Administrator

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW AND KEY PERSONNEL

Liaison with the State shall be through the program liaison, Mike Friis, who will represent the State's interest in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement. Liaison with the Grantee will be through Shelly Billingsley, the project director.

The person(s) cited are considered essential to the work performed hereunder. In the event any of the Key Persons leave the Grantee's employment or are reassigned to another program, the Grantee shall notify the Department in writing. Any individual appointed to replace any of the Key Persons shall have prior written approval of the Department. If any such individual is not acceptable, the Department shall issue a modification terminating this Agreement.

ARTICLE 2. APPLICABLE LAW AND FEDERAL REQUIREMENTS

This Agreement shall be governed by the Laws of the State of Wisconsin. Venue shall lie in the County of Dane. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Code of Ethics for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

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

In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subgrantees, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subgrantee(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowances related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate grant program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK AND BUDGET

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment A). Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.
2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period August 1, 2011 through July 31, 2012 (the "Performance Period").

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If the Grantee is a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest, this Agreement shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave, Madison, Wisconsin 53703, telephone: (608) 266-8123.

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 prior written consent of the State and the employer of such person or persons.

ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT

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 section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to 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 State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the grant is executed, the Grantee shall submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Grant, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 10. TERMINATION AT WILL

The State may terminate this Agreement at any time at its sole discretion upon thirty (30) days written notice to the Grantee. Upon termination, the State'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 State. The Grantee may terminate this Agreement upon thirty (30) days written notice to the State. Upon termination the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 11. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 12. CANCELLATION FOR CAUSE

The State may cancel this Agreement if, through any cause, the Grantee fails to fulfill its obligations hereunder in a timely and proper manner, or violates any of the provisions of this Agreement. The State shall give the Grantee 30 days written notice of its intent to cancel under this provision. The State may allow the Grantee time to cure any default or violation at its sole discretion. Upon cancellation, the State's liability shall be limited to any undisputed costs incurred in carrying out the project as of the date of cancellation. In the event this Agreement is canceled by the State, the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of cancellation.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State 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 contracts between the State 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 State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Department reserves a royalty-free, nonexecutive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Wisconsin Coastal Management Program and National Oceanic and Atmospheric Administration (see Attachment B).

ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and all Attachments compromise the entire Agreement of both parties. This Agreement may be amended at the discretion of the State, but only by a written agreement signed by both parties.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the State, 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 of its requirements.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 20. ASSIGNMENT

This Agreement and the obligations, duties and undertakings of the Grantee described herein may not be assigned or delegated by the Grantee without the express written consent of the State, and any attempted assignment or delegation without such consent shall be void.

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 22. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Program Liaison in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 23. LIMITATION ON COSTS

Reimbursement by the Department shall be 50% of the total cost or not to exceed **Fifteen Thousand Dollars (\$15,000.00)**. The Grantee shall provide 50% of the total cost, or **Fifteen Thousand Dollars (\$15,000.00)**. See itemized budget in Attachment A.

ARTICLE 24. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

ARTICLE 25. ALLOWABLE COSTS

Except where inconsistent with Federal requirements, State procedures and practices shall apply to funds disbursed by State agencies and local procedures and practices to funds disbursed by units of local government. Federal Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," shall be complied with by the grantee with respect to the treatment of specific items and their cost allowability.

ARTICLE 26. 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 grant funds obtained from the State; proceeds derived after the 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.

All program income shall be retained by the Grantee and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

ARTICLE 27. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management and accounting system to assure that funds are spent in accordance with this Agreement and are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 28. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ARTICLE 29. COST UNDERRUNS

The Grantee must notify the Department in writing of any expected cost underruns or request for extension for completion of the project by **March 31, 2012**.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

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

Federal Funded Awards:

Governmental Grantees, or their assignees, that **expend \$300,000** or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports shall be 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 \$300,000** or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133 and the State Single Audit Guidelines issued by the Department. 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 \$300,000** 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 \$300,000 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 will 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 State 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 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.

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:

Chief Accountant
Wisconsin Department of Administration
Division of Administrative Services
101 East Wilson Street, P.O. Box 7869
Madison, Wisconsin 53707-7869.

ARTICLE 31. EXAMINATION OF RECORDS

The State shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State. The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting

documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee must maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 32. PERFORMANCE REPORTS

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized. Reporting dates are as follows: **September 30, December 31, March 31, June 30.**
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products to the program liaison.

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence

ARTICLE 35. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 36. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

This page intentionally left blank

ATTACHMENT B

**ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM**

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"
National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:

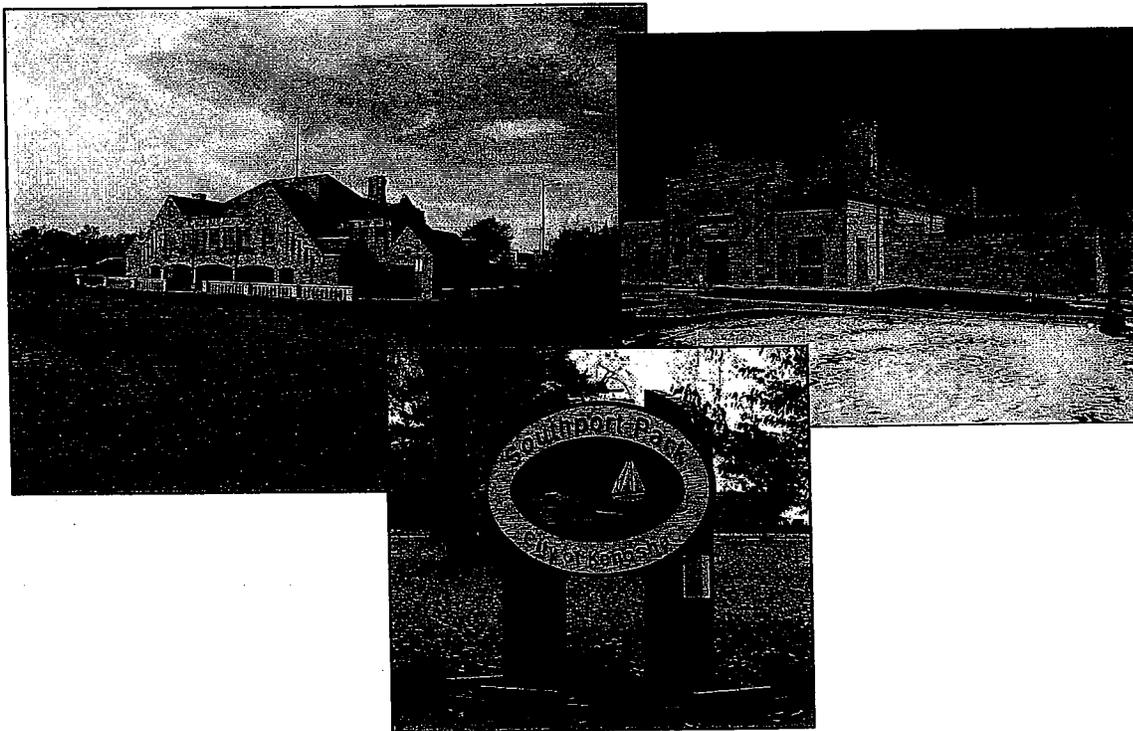


Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA11NOS4190097.

CITY OF KENOSHA
SOUTHPORT BEACH HOUSE
RESTORATION ENHANCEMENTS
(PUBLIC ACCESS AND HISTORIC PRESERVATION)

WISCONSIN COASTAL MANAGEMENT
PROGRAM GRANT APPLICATION PACKET



Attachment A
Grant Agreement # AD119502-012.27

INDEX OF ATTACHMENTS

- Grant Application
- Grant Application Checklist and Certification
- Categorical Exclusion Checklist
- Site Location Map
- Site Photographs
- Affidavit of Public Ownership for Construction Projects
- Memorandum of Agreement By and Between the City of Kenosha and the University of Wisconsin - Parkside

Attachment A Grant Agreement # AD119502-012.27

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input checked="" type="checkbox"/> Public Access and Historic Preservation
2. Project Title: Restoration of the Southport Beach House – Design Only	
3. Organization applying: City of Kenosha	5. Primary County where project is located: Kenosha
4. Contact Person and Address: Shelly Billingsley, P.E. _____ 625 52 nd Street Room 305 _____ Kenosha, Wisconsin 53140 _____ Phone: (262) 653-4149 Fax: (262) 653-4056 Email: sbillingsley@kenosha.org	6. Other Counties where project is located: N/A
	7. Congressional District #: 1 st
	8. State Senate District #: 22 nd
	9. State Assembly District #: 65 th
10. Total Project Cost: \$30,000.00	
11. WCMP Share: \$15,000.00	13. WCMP Percent: 50 %
12. Applicant Share: \$15,000.00	14. Applicant Percent: 50 %
15. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:	
<p>The proposed project is to engage architectural and engineering services to prepare construction plans and specifications for the restoration of the historic Southport Beach House which is located at 7825 1st Avenue, Kenosha, Wisconsin. The design would include plans for the reconstruction of the north parapet wall, installation of the north courtyard emergency fire exit, repair miscellaneous brick areas, and building tuck pointing. These plans will include all bidding documents, construction plans, and construction specifications.</p> <p>The preparation of these plans is the first step, next (which is not included in this grant application) is to solicit bids for construction. After the construction of the proposed preservation the beach house will have improved safety and enhanced integrity.</p>	

Attachment A

Grant Agreement # AD119502-012.27

1. Problem: Concisely state the problem or issue that this proposal addresses. Include important background information.

The Southport Beach House is one of two historical beach houses owned by the City of Kenosha; both beach houses are located along the shoreline of Lake Michigan. The Southport Beach House was built in 1942 and is in need of preservation. Until last year, only the upper level of the beach house was available for use. The primary use of the upper level is for the public to rent for special occasions.

The City entered an agreement with the University of Wisconsin – Parkside Center for Environmental Education, Demonstration, and Applied Research (CEDAR) in 2009. This agreement allows CEDAR to hold demonstrational open houses and other public events in the lower level. As part of this agreement it was stated that the use of the North Courtyard is prohibited until further construction work has been completed.

Prior to 2009, the lower level was in complete despair and unusable. With the aid from the Wisconsin Coastal Management Program the City completed the necessary clean-up and renovations of the lower level. In June 2009 CEDAR held the “Grand Opening” event which demonstrated to the City their level of commitment to the signed agreement. Since the agreement has been signed numerous public demonstrations and educational events have been held at the beach house.

In order for the City to allow CEDAR to expand into the North Courtyard, the City will be contracting an architectural consultant to prepare plans prior to the construction work.

2. Project Description: Address all of the issues listed below as they relate to your project.

- a. Describe the project for which funding is requested.
- b. Describe how this project is part of an integrated effort or approach.

a. PROJECT FOR WHICH FUNDING IS BEING REQUESTED:

The City of Kenosha will work with an architectural consultant to prepare construction plans and specifications for the building preservation and rehabilitation work. The design plans will include the following work for construction (see attached photographs):

1. Reconstruct the north parapet wall.
 - This wall is leaning towards the south over the North Courtyard.
2. Install an emergency exit door in the North Courtyard.
 - The old turnstile has been removed and the opening is boarded and braced until the door is installed. Per the City of Kenosha’s fire code the North Courtyard cannot be used until the exit door has been installed.
3. Repair miscellaneous brick areas over door walkways to ensure the bricks will not fall.
 - The brick over some doorways are beginning to separate from the mortar joint and need to be corrected.
4. Tuck pointing the historical building.
 - There are many areas that need to be tuck pointed to ensure the life and the historical value of the building be preserved.

b. HOW THIS PROJECT IS PART OF AN INTEGRATED EFFORT OR APPROACH:

This project illustrates the City’s support of the goals and missions of the CEDAR program by helping them grow and expand their educational center.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy (www.gllrc.us/).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply). Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project

Suggested Indicators

Wetland Protection and Habitat Restoration

- Acres of habitat restored or protected
- Endangered species protected
- Type of habitat or ecosystem protected or restored

Attachment A Grant Agreement # AD119502-012.27

Nonpoint Source Pollution Control

- Reduction in pounds of P delivery
- Reduction in tons of soil erosion/sedimentation
- Miles of vegetative buffer

Great Lakes Education

- Number of people trained
- Projected audience

Coastal Resources and Community Planning

- Number of municipalities included in a plan
- Population affected by the plan
- Land area covered by the plan
- Type of coastal resource protected
- Ordinances developed

Public Access and Historic Preservation

- Linear feet of coastline made accessible or acquired
- Population affected
- Acres Acquired

a. THE EXTENT TO WHICH THE PROBLEM, NEED, OR PRIORITY WILL BE ADDRESSED BY THE PROJECT:

The proposed design plans is the first step to addressing the safety concerns of the building. Without correcting the north parapet wall, the miscellaneous brick repair and installing the north courtyard emergency fire exit, the north courtyard is not suitable for CEDAR use.

b. PROJECT ADDRESSES A HIGH PRIORITY NEED AS IDENTIFIED IN LOCAL, STATE, REGIONAL, OR NATIONAL PLANS:

The proposed improvements (after the construction stage) will create an opportunity for the educational center to expand into the north courtyard. The agreement between the City of Kenosha and the University of Parkside states that as part of the City's support of CEDAR, it is the City's responsibility to identify, correct, and pay for any capital improvement projects to the Southport Beach House. The City has allocated money in the 2010 Capital Improvement Plan budget to address the previously mentioned concerns.

c. THE EXTENT TO WHICH THE PROJECT PERMANENTLY ADDRESSES THE PROBLEM OR NEED:

The project will address the major safety concerns of the building. In addition to the proposed renovations, the City is aware that the preservation on an historical building is on going to help maintain the full historical value: The City plans to continue to address these issues and preserve the historical value of the building.

d. THE EXTENT TO WHICH THE PROJECT LEVERAGES OTHER TECHNICAL OR FINANCIAL RESOURCES:

Over the past several years, the City of Kenosha has invested financial resources to help preserve and improve the historical value of the Southport Beach House. The proposed project's selection and management of the architectural consultant will be managed by City of Kenosha Public Works staff.

e. THE MEASUREABLE RESULTS:

Once the safety concerns have been addressed, the project can be measured by the additional space that will be available for demonstrations and educational opportunities (approximately 1300 SF of additional space will be made available).

4. Methodology and Timetable

- a. Provide a list and description of project tasks, including a timeline and major milestones.
- b. Provide a list of work products or deliverables.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. TIMELINE AND MAJOR MILESTONES:

April 2011 – Sign into agreement with Wisconsin Coastal Management Program
 June 2011 – City to send out Request for Proposals for Architectural Services
 July 2011 – Select an Architectural Firm
 August 2011 – Architectural Firm to begin collecting data and design work
 January 2012 – Architectural Firm to submit final plans to the City
 April 2012 – Close out grant with Wisconsin Coastal Management Program

b. WORK PRODUCTS AND DELIVERABLES:

The City will provide quarterly progress status reports to the Wisconsin Coastal Management Program. Upon request from the Wisconsin Coastal Management Program the City will provide the request for proposals for the architectural services, the results of the request for proposals and/or the finalized construction plans and specifications that were prepared by the architectural consultant.

Attachment A Grant Agreement # AD119502-012.27

c. HOW THE PROJECT WILL ENCOURAGE PUBLIC PARTICIPATION:

Public Involvement is a huge part in the success and growth of CEDAR. CEDAR maintains a website that gives descriptions of what CEDAR is and their goals as an educational organization. The website is the upcoming events for the public to participate in. CEDAR can also be followed through the University of Wisconsin – Parkside’s Facebook and Twitter pages.

d. PLANS FOR CHANGING LAKE LEVELS:

When the park was originally constructed piers were placed into the lake to capture and retain beach sand and they are still functional today. If the water were to rise to previously experienced levels, the City believes that the existing piers and bank reinforcements will ensure that the majority of the beach area would remain.

5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects totaling \$60,000 or less require a 50% match. Projects larger than \$60,000 require a 60% match. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$2,500.00	\$2,500.00	\$5,000.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$12,500.00	\$12,500.00	\$25,000.00
Construction			
Other			
Indirect Charges			
Totals	\$15,000.00	\$15,000.00	\$30,000.00

- b. Applicants for **Public Access and Historic Preservation** projects must provide further details using additional categories/sub-categories in the second table or in another format, if necessary.

Activity	WCMP Request	Match	Total
Engage Architectural/Engineering Services for Construction Plans	\$12,500.00	\$12,500.00	\$25,000.00
City of Kenosha Engineering Staff Time	\$2,500.00	\$2,500.00	\$5,000.00
Totals	\$15,000.00	\$15,000.00	\$30,000.00

6. Budget Description

- a. Describe, in detail, the commitment of nonfederal matching funds.
b. Describe the composition and source of the matching funds.

a. COMMITMENT OF NONFEDERAL MATCHING FUNDS:

The approved City of Kenosha 2010-2014 Capital Improvement Plans details the budget for the improvements to the Southport Beach House.

b. COMPOSITION AND SOURCE OF MATCHING FUNDS:

The Capital Improvement Plan funds still available for use and will be used as the match portion amount as outlined in the project budget.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies
b. Develop exceptional marketing, outreach or education strategies
c. Encourage coast-wide projects or solutions

Attachment A
Grant Agreement # AD119502-012.27

a. BUILD PARTNERSHIP ALLIANCES WITH OTHER ORGANIZATIONS OR AGENCIES:

The City of Kenosha has a memorandum of agreement with the University of Wisconsin – Parkside to allow the CEDAR program to use the Southport Beach House for experiential environmental education.

b. DEVELOP EXCEPTIONAL MARKETING, OUTREACH, OR EDUCATION STRATEGIES:

CEDAR is a public outreach, educational organization which is striving to hold classes in the lower level for children of all ages.

c. ENCOURAGE COAST-WISE PROJECTS OR SOLUTIONS:

Within the written agreement between the City of Kenosha and University of Wisconsin – Parkside it is listed that a goal of CEDAR is to “demonstrate innovative, ecologically sound residential and commercial products and business practices and build awareness and appreciation for the Great Lake ecosystem and connected watershed.”

C-1



STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

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

SOIL EROSION SPECIALIST
CHRIS PAGELS

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., INTERIM DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056

August 4, 2011

To: Anthony Nudo, Chairman
Stormwater Utility Committee

From: Michael Lemens, P.E. *[Signature]* 8-4-11
Interim Director of Stormwater Utility

CC: Eric Haugaard
District 1

Subject: ***Wisconsin Coastal Management Grant Agreement for Pike River Monitoring***

BACKGROUND INFORMATION

Staff submitted a grant application in October of 2010, requesting funding assistance for monitoring non point source pollutants in the Pike River Watershed and along Lake Michigan's coast line in the City of Kenosha.

The coastal management grant is a 50% match therefore the Stormwater Utility, through this agreement has the opportunity to receive \$29,192 in funding for a \$29,192 match resulting in \$58,384 for monitoring services.

Staff has reviewed the Adopted Capital Improvement Plan and would like to propose that the Stormwater Utility Committee allocate \$65,000 to cover staff engineering time, grant match, and grant amount from Creek Stabilization (SW-10-002).

RECOMMENDATION

Authorize the Interim Director of Public Works to author a line item transfer request for this item and execute the Grant Agreement with the State of Wisconsin Department of Administration.

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM**

AND

CITY OF KENOSHA

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF KENOSHA** ("Grantee"). This agreement is complete and valid as of the date signed by the Administrator of the Division of Intergovernmental Relations, and will end on **July 31, 2012** unless extended by mutual agreement.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the Grantee has submitted an Application for the identified Program and the State, in reliance upon the representations set forth in the Application, approved an award to the Grantee in the amount of **Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00)** and the Grantee agrees to provide **Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00)** for eligible activities herein described; 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 Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

CITY OF KENOSHA

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY: _____
Michael M. Lemens, P.E.

BY: _____
Ed Eberle

TITLE: Director of Engineering

TITLE: Administrator

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. REVIEW AND KEY PERSONNEL

Liaison with the State shall be through the program liaison, **Todd Breiby**, who will represent the State's interest in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement. Liaison with the Grantee will be through **Shelly Billingsley**, the project director.

The person(s) cited are considered essential to the work performed hereunder. In the event any of the Key Persons leave the Grantee's employment or are reassigned to another program, the Grantee shall notify the Department in writing. Any individual appointed to replace any of the Key Persons shall have prior written approval of the Department. If any such individual is not acceptable, the Department shall issue a modification terminating this Agreement.

ARTICLE 2. APPLICABLE LAW AND FEDERAL REQUIREMENTS

This Agreement shall be governed by the Laws of the State of Wisconsin. Venue shall lie in the County of Dane. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Code of Ethics for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

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

In carrying out any provisions of this Agreement or in exercising any power or authority granted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subgrantees, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subgrantee(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowances related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate grant program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK AND BUDGET

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment A). Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.
2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period August 1, 2011 through July 31, 2012 (the "Performance Period").

ARTICLE 6. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 7. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If the Grantee is a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest, this Agreement shall be voidable by the State unless appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave, Madison, Wisconsin 53703, telephone: (608) 266-8123.

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 prior written consent of the State and the employer of such person or persons.

ARTICLE 8. NONDISCRIMINATION IN EMPLOYMENT

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 section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to 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 State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the grant is executed, the Grantee shall submit the plan to the State for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the State.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Grant, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

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

ARTICLE 10. TERMINATION AT WILL

The State may terminate this Agreement at any time at its sole discretion upon thirty (30) days written notice to the Grantee. Upon termination, the State'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 State. The Grantee may terminate this Agreement upon thirty (30) days written notice to the State. Upon termination the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination.

ARTICLE 11. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 12. CANCELLATION FOR CAUSE

The State may cancel this Agreement if, through any cause, the Grantee fails to fulfill its obligations hereunder in a timely and proper manner, or violates any of the provisions of this Agreement. The State shall give the Grantee 30 days written notice of its intent to cancel under this provision. The State may allow the Grantee time to cure any default or violation at its sole discretion. Upon cancellation, the State's liability shall be limited to any undisputed costs incurred in carrying out the project as of the date of cancellation. In the event this Agreement is canceled by the State, the Grantee shall refund to the State any payment made by the State to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of cancellation.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State 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 contracts between the State 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 State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Department reserves a royalty-free, nonexecutive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Wisconsin Coastal Management Program and National Oceanic and Atmospheric Administration (see Attachment B).

ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and all Attachments compromise the entire Agreement of both parties. This Agreement may be amended at the discretion of the State, but only by a written agreement signed by both parties.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the State, 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 of its requirements.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 20. ASSIGNMENT

This Agreement and the obligations, duties and undertakings of the Grantee described herein may not be assigned or delegated by the Grantee without the express written consent of the State, and any attempted assignment or delegation without such consent shall be void.

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 22. VARIANCES

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Program Liaison in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 23. LIMITATION ON COSTS

Reimbursement by the Department shall be 50% of the total cost or not to exceed **Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00)**. The Grantee shall provide 50% of the total cost, or **Twenty-Nine Thousand One Hundred Ninety-Two Dollars (\$29,192.00)**. See itemized budget in Attachment A.

ARTICLE 24. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

ARTICLE 25. ALLOWABLE COSTS

Except where inconsistent with Federal requirements, State procedures and practices shall apply to funds disbursed by State agencies and local procedures and practices to funds disbursed by units of local government. Federal Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," shall be complied with by the grantee with respect to the treatment of specific items and their cost allowability.

ARTICLE 26. 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 grant funds obtained from the State; proceeds derived after the 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.

All program income shall be retained by the Grantee and shall be added to funds committed to the award and used for the purposes and under the conditions applicable to the use of the award funds.

ARTICLE 27. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management and accounting system to assure that funds are spent in accordance with this Agreement and are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 28. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ARTICLE 29. COST UNDERRUNS

The Grantee must notify the Department in writing of any expected cost underruns or request for extension for completion of the project by **March 31, 2012**.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

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

Federal Funded Awards:

Governmental Grantees, or their assignees, that **expend** \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133, and the State Single Audit Guidelines issued by the Department. Audit reports shall be 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** \$300,000 or more in a single year from awards which funding originated from Federal Government sources shall comply with the Single Audit Act of 1984, as amended in 1996 (P.L. 98-502, P.L. 104-156), OMB Circular A-133 and the State Single Audit Guidelines issued by the Department. 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** \$300,000 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 \$300,000 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 will 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 State 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 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.

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:

Chief Accountant
Wisconsin Department of Administration
Division of Administrative Services
101 East Wilson Street, P.O. Box 7869
Madison, Wisconsin 53707-7869.

ARTICLE 31. EXAMINATION OF RECORDS

The State shall have access at any time and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State. The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting

documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee must maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 32. PERFORMANCE REPORTS

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized. Reporting dates are as follows: **September 30, December 31, March 31, June 30.**
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products to the program liaison.

ARTICLE 33. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 34. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence

ARTICLE 35. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 36. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 37. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

This page intentionally left blank

**Attachment A
Grant Agreement # AD119502-012.06**

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input checked="" type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
2. Project Title: Monitoring of non point source pollutants in the Pike River Watershed and along Lake Michigan's coast line in the City of Kenosha	
3. Organization applying: City of Kenosha, Stormwater Utility	5. Primary County where project is located: Kenosha
4. Contact Person and Address: Shelly Billingsley, Assistant City Engineer 625 52 nd Street Kenosha, WI 53140 Phone: (262) 653-4149 Fax: (262) 653-4056 Email: sbillingsley@kenosha.org	6. Other Counties where project is located: Racine
	7. Congressional District #: 1 st
	8. State Senate District #: 22 nd
	9. State Assembly District #: 64 th
10. Total Project Cost: \$58,384	
11. WCMP Share: \$29,192	13. WCMP Percent: 50%
12. Applicant Share: \$29,192	14. Applicant Percent: 50%
15. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:	
<p>Lake Michigan's coastline in the City of Kenosha is frequently impacted by non-point sources of pollution; currently, all five public bathing beaches in Kenosha are listed as impaired waters due to excess risk of pathogen exposure. Monitoring of the mouth of the Pike River and the shoreline of Kenosha in 2010 revealed that the Pike River is a source of bacterial contamination at two beaches, Alford and Pennoyer Parks. Insufficient upstream monitoring data currently exists to ascribe where pollutants are entering the Pike River. This project seeks to monitor upstream areas of the Pike River to identify areas that are contributing to poor water quality. Additionally, there are over 55 stormwater outfalls that are conveyed through the Pike River or drain directly into Lake Michigan that could negatively impact water quality. In order to propagate effective (and cost effective) mitigation measures it is necessary to identify where and under what conditions water quality impairments are entering into Lake Michigan.</p> <p>This project seeks to:</p> <ul style="list-style-type: none"> • Monitor 29 open water sites on the Pike River during periods of base and high volume flow to determine turbidity, pH, conductivity, dissolved oxygen, total phosphorous and <i>E. coli</i>. • Monitor stormwater outfalls seasonally during dry and wet weather flow for <i>E. coli</i>, turbidity, pH, conductivity, detergent, phenol, copper and chlorine. • Monitor outfalls in proximity to beaches and areas sensitive to bacterial contamination on a weekly basis for <i>E. coli</i> during the swimming season. • Conduct microbial source tracking methods for human sources as necessary. <p>This project will provide a baseline assessment of the water quality of the Pike River watershed as well as examine multiple pollution sources along Lake Michigan in the City of Kenosha. This will provide the basis for future studies and remediation work in the Pike River watershed and the City of Kenosha.</p>	

Attachment A

Grant Agreement # AD119502-012.06

1. Problem: Concisely state the problem or issue that this proposal addresses. Include important background information.

The Pike River watershed drains an area of 145 square kilometers in Eastern Kenosha and Racine Counties. Of this, 135 square kilometers drain directly to the Pike River while the remaining 10 square kilometers drains directly to Lake Michigan (SEWRPC, 1983). Prior to development, it is estimated that the watershed contained over 19.5 square kilometers of wetlands; today only 1.4 square kilometers of wetlands remain, a 93% loss (WDNR, 2010). The majority of wetlands have been cleared for agricultural and development purposes. Wetlands, among other functions, help to filter water of impurities and mitigate peak stormwater flow by providing an area for water to percolate into the ground. In addition to wetland loss, the channels of the Pike River have been straightened to better facilitate the removal of water from fields. The destruction of wetlands and straightening of stream channels have led to more "flashy" flow conditions; discharge amounts can change rapidly from several to hundreds of cubic feet per second. The increase of peak discharge has amplified erosion of the river banks as there is little buffer to mitigate water entering into the river. In some areas, river banks are up to seven meters in height due to erosion (Ehlinger and Hoverman, 2005). The North Branch of the Pike River is listed as impaired water for fish and aquatic wildlife due to excess sediments in the water; this is catalyzed by erosion during peak flow. Of eight sites that biotic integrity scores were determined for fish on both the North and South Branch of the Pike River in 2008, one site scored very poor, four sites scored poor and three sites scored fair (Ehlinger et al, 2008).

Both Pennoyer and Alford Park, located where the Pike River discharges into Lake Michigan, are considered impaired waters for excessive risk of pathogen exposure; the Pike River is a major source of bacteria at these beaches. Recent monitoring (Summer 2010) of the mouth of the Pike River as part of a Great Lakes Restoration Initiative (GLRI) grant has observed *E. coli* concentrations, a fecal indicator bacteria (FIB), in the river's discharge ranging from less than 10 to over 70,000 MPN/100ml; 70,000 MPN *E. coli* is 70 times higher than the concentration required to trigger a beach closure and nearly 300 times greater than the concentration required to trigger a beach advisory. The concentration of *E. coli* and the volume of discharge from the Pike River is positively correlated when the data is log normalized ($R^2=0.71$, $n=42$). When the flow of the Pike River increases, more effluent is produced with greater concentrations of FIB. This suggests that non-point source pollutants are largely responsible for increases in bacteria concentration. Water samples were collected upstream on July 23rd, 2010 following a 7.3 cm rain event. Samples collected from both the North and South Branch exceeded 10,000 MPN *E. coli*; this reveals that upstream sources are present. A water sample collected at the point of discharge exceeded 70,000 MPN/100ml, while a water sample collected 1.7 km upstream tested near 18,000 MPN/100ml *E. coli*, significantly less. It is not clear if the sample collected at the location of discharge is an artifact and not truly representative of discharge concentrations or if a large increase in *E. coli* concentrations occurred in final 1.7 km of the river. Sixty-nine percent of samples in exceedance of water quality standards for bacteria at Alford Park in 2010 occur when the discharge of *E. coli* (Discharge rate * Discharge Concentration) from the Pike River is greater than the median amount, approximately one million MPN *E. coli* per second, and the long shore current of Lake Michigan is directed towards Alford Park even though this represents only 27% of samples collected. This same effect also occurs at Pennoyer Park with 42% of exceedances occurring when these conditions are met even though this represents only 21% of samples collected. The degradation of the Pike River watershed is not contained within the watershed, but it is also negatively impacting the coast line in the City of Kenosha.

Additionally, the Pike River may be an important unrecognized source of phosphorous loading having both direct (the introduction of fecal indicator bacteria) and indirect impacts (introduction of nutrients which increases algal growth) on Lake Michigan water quality. The growth of algae in the nearshore environment is detrimental to water quality; algal species such as *Cladophora* can serve as an important reservoir for fecal indicator bacteria and pathogens (Whitman et al, 2003; Byappanahalli et al, 2009). In recent years, the clarity of water in Lake Michigan has been enhanced, largely due to the introduction of quagga (*Dreissena bugensis*) and zebra (*Dreissena polymorpha*) mussels into the Great Lake's basin. This has led to an increased euphotic zone where photosynthesis promotes green plant growth. It is also hypothesized that these mussels transfer phosphorous and other nutrients into the benthic zone, via feeding and excretion processes, providing a concentrated nutrient source for species such as *Cladophora*. There are multiple factors controlling the growth of algae; however, phosphorus is and still remains the growth limiting nutrient in the Great Lakes and should remain the focus management efforts to reduce algal growth (Auer et al, 2010). The coast line of Kenosha suffers from large amounts of *Cladophora* washing up onto area beaches; it is unclear how much phosphorus loading can be attributed to the Pike River.

While water quality within the Pike River watershed is impaired, it is not known what the sources of the impairments are or what areas are susceptible to non-point source pollution entering into the Pike River. Currently, little monitoring of the Pike River occurs, but results of this monitoring indicate water quality is degraded particularly during high flow events. Three locations on the Pike River are monitored once per month during the summer as of a part of a voluntary program through the Wisconsin Department of Natural Resources. Although this data is valuable, it lacks spatial resolution and the monitoring of other important indicators that may have impacts on coastal health such as FIB. Additional monitoring is needed that includes greater spatial and temporal resolution in order to identify areas that are impaired by bacteria, excess nutrients and identify land use, stream bank conditions, physical and chemical properties that are associated with water quality impairments. Once these areas are identified it will be possible to craft effective mitigation measures to improve the health of this watershed and the nearshore water quality of Lake Michigan in Kenosha County.

In addition to tributary contributions, stormwater discharge can also be detrimental to water quality. Stormwater outfalls discharge excess water from impervious areas (streets, buildings, lawns and parking lots). When water flows over these areas, it picks up waste that is left

Attachment A

Grant Agreement # AD119502-012.06

behind. This water can contain high concentrations of pollutants. Limited sampling of two stormwater outfalls by the City of Kenosha has revealed discharge concentrations of *E. coli* in excess of 1000MPN/100ml 80 % of the time following wet weather events (2010, n=10). These outfalls have been observed to discharge during dry weather and, therefore, can be consistent sources of fecal loading to the near shore waters of Lake Michigan. In addition to these two outfalls, there are over 55 other outfalls that drain into Lake Michigan, either directly or conveyed through the Pike River. Since they have not been monitored to date, it is not clear what impact these outfalls are having on nearshore water quality.

Auer, M. T., Tomlinson, L. M., Higgins, S. N., Malkin, S. Y., Howell, E. T., & Bootsma, H. A. (2010). Great Lakes Cladophora in the 21st century: same algae- different ecosystem. *Journal of Great Lakes Research* 36 (2) , 248-255.

Byappanahalli, M. N., Sawdey, R., Ishii, S., Shively, D. A., Ferguson, J. A., Whitman, R. L., et al. (2009). Seasonal stability of Cladophora-associated Salmonella in Lake Michigan watersheds. *Water Research* 43 (3) , 806-814.

Ehlinger, T. J., & Hoverman, K. L. (2005). *Using Simulation Models For Predicting The Quality And Quantity Of Fish Habitat In Relationship To Flow Variation In Urban Streams*. Retrieved from Pike River Restoration: https://pantherfile.uwm.edu/ehlinger/www/epa_star/Hoverman_Ehlinger.pdf

Ehlinger, T. J., Ortenblad, A. L., & Schmitz, M. H. (2008). *Monitoring of Stream Habitat & Aquatic Biotic Integrity Pike River North and South Branches Pike River North and South Branches*. Retrieved from Pike River Restoration: https://pantherfile.uwm.edu/ehlinger/www/data/pike_report_2008.pdf

Southeastern Wisconsin Regional Planning Commission (SEWRPC). (1983). *A Comprehensive Plan For The Pike River Watershed: Planning Report No. 35*. Waukesha, Wisconsin.

Whitman, R. L., Shively, D. A., Pawlik, H., Nevers, M. B., & Byappanahalli, M. N. (2003). Occurrence of *Escherichia coli* and Enterococci in Cladophora (Chlorophyta) in Nearshore Water and Beach Sand of Lake Michigan. *Appl Environ Microbiol.* 69 (8) , 4714-4719.

Wisconsin Department of Natural Resources (WDNR). (2010). *Wisconsin Watersheds*. Retrieved from Pike River Watershed: http://dnr.wi.gov/water/basin/rootpike/wtplans/SE02/SE02_WTPLAN.pdf

2. Project Description: Address all of the issues listed below as they relate to your project.

- a. Describe the project for which funding is requested.
- b. Describe how this project is part of an integrated effort or approach.

a. Changes in land use inside the Pike River watershed are negatively impacting the water quality of the Pike River. This is leading to beach advisories near the area it discharges into Lake Michigan. Understanding where and under what conditions FIB and other pollutants (sediments, salts etc.) enter the river will better facilitate mitigation measures targeted at improving riparian and coastal health. In addition to understanding the Pike River as a conveyance system, further information needs to be collected to understand the stress that is placed on aquatic ecosystems. The collection of *E. coli* concentrations, dissolved oxygen, turbidity, conductivity, pH and phosphorus concentrations (soluble reactive phosphorus and total phosphorus) at preselected open water sites and the collection of detergent, chlorine, phenol and copper concentrations from outfall sites discharging to the river and Lake Michigan's should facilitate the identification of potential stressors of aquatic organisms and identify impaired segments of the river (Pitt, 2001). In addition to identifying impaired land segments, this data will also provide a base line assessment to gauge the effectiveness of best management practices once instituted. Our strategy for conducting monitoring of open water sites and stormwater outfalls is as follows:

- Collect water samples once weekly from July – August 2011 and May – June 2012 to establish a baseline and during 4 dry and 8 wet weather events thereafter (> 0.635 cm of rainfall within 24 hours or > than 80th percentile of discharge amount), weather permitting, from 29 pre-determined open water sites. Water samples will be enumerated for *E. coli* concentrations at the City of Racine's Health Department. Sampling points are located on the South Branch (8 sites), North Branch (11 sites) and the main branch (11 sites) of the river. Sites will be chosen to provide excellent spatial distribution as to identify areas that are most detrimental to water quality.
- Time and temperature sensitive indicators will be determined in situ when possible, or measured immediately after sample collection in the field such as dissolved oxygen (both concentration and saturation percentage), conductivity, pH and turbidity. All chemical analyses will take place at the Racine Health Department laboratory. Samples will be analyzed at three representative sites for phosphorus twice quarterly [spring, summer, and fall, and weather permitting winter], once when conditions are representative of base flow and once during high flow (either spring melt or rain events) events. Sample sites include one on the North Branch, one on the South Branch and one on the Main Branch. Phosphorus samples will be processed by the Racine Health Department laboratory and analyzed by the WI State Laboratory of Hygiene.

Attachment A Grant Agreement # AD119502-012.06

- Collect water samples from outfalls twice quarterly (once during dry weather flow and once following wet weather conditions) during the summer, spring and fall at all outfalls locations discharging directly into either Lake Michigan (29 locations) or the Pike River (27 locations); winter samples may be collected, weather permitting. Samples will be analyzed to determine *E. coli*, phenol, copper, detergent and total chlorine concentrations in addition to turbidity, pH and conductivity.
- Outfalls located in close proximity to beaches (10 locations) or near areas sensitive to bacteria contamination will be sampled weekly throughout the swimming season and following rain events occurring during the normal work week to determine *E. coli* density in order to identify those outfalls in need of more extensive assessment, including source tracking.

Pitt, R. 2001. Source tracking of inappropriate discharges to storm drainage systems. NWRI National Urban Watershed Conference, Costa Mesa, California, October 17-19, 2001.

b. This project would build on current collaboration between the City of Racine and the City of Kenosha. The City of Racine currently provides technical assistance, water sample collection and laboratory services to the City of Kenosha as Part of a GLRI grant examining coastal health. Furthermore, as a watershed stretches over numerous communities so must collaboration to improve the health of a watershed. Water samples will be collected in several municipalities including: the City of Kenosha, the Town of Somers, the Village of Sturtevant and the Town of Mount Pleasant. The information collected will be provided to all municipalities and interested parties inside the watershed in order to better coordinate water quality improvements.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy (www.glrc.us/).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply). Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> • Acres of habitat restored or protected • Endangered species protected • Type of habitat or ecosystem protected or restored
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • Reduction in pounds of P delivery • Reduction in tons of soil erosion/sedimentation • Miles of vegetative buffer
Great Lakes Education	<ul style="list-style-type: none"> • Number of people trained • Projected audience
Coastal Resources and Community Planning	<ul style="list-style-type: none"> • Number of municipalities included in a plan • Population affected by the plan • Land area covered by the plan • Type of coastal resource protected • Ordinances developed
Public Access and Historic Preservation	<ul style="list-style-type: none"> • Linear feet of coastline made accessible or acquired • Population affected • Acres Acquired

a. Mitigating environmental issues must be based on sound science, i.e. a robust dataset to establish baseline conditions and the proper identification of sources of contamination. The Pike River has been identified as a source of contamination at two public bathing beaches. It is not clear where impairments are entering into the Pike River. Concentrations of bacteria at the mouth of the River are greatest during high flow events; this suggests that non-point source pollution is responsible for greater bacteria concentrations and that these sources are present following rain events and during peak flow conditions. In order to identify areas that are susceptible to non point source pollution, monitoring must be conducted to delineate areas, branches and feeder streams that are most detrimental to overall water quality. Once these areas are identified, further study can be conducted to determine the extent of contamination or mitigation plans can be instituted if enough information is available on the source of contamination.

Attachment A
Grant Agreement # AD119502-012.06

b. This project will address the following high priority needs as identified in regional and state-recognized plans:

- Promote programs to protect human health against adverse effects of pollution in the Great Lakes ecosystem, control pollution from diffuse sources into water, enhance sharing of information collected within the region and the use of practices that protect environmental resources and may enhance the recreational value of the Great Lakes (Council of Great Lakes Governors).
- Identify indirect pollution sources capable of adversely impacting Great Lakes coastal health (GLRC, Coastal Health Chapter). Conduct water quality monitoring to be able to assist managers at effectively implementing programs, prioritizing and setting appropriate goals, track effectiveness of programs and to reliably report on water quality changes (GLRC, Non-point Source Pollution Chapter).
- Conduct baseline survey of all streams and tributaries of the Pike River (WDNR, Pike River Watershed).

c. When mitigation measures are based on sound science and are incorporated into best management practices, permanent reductions of non-point pollutants will occur.

d. Currently, the coast line of Kenosha is monitored through a GLRI grant. By combing data generated from this project, and data collected through the GLRI, it will be possible to not only track sources of pollutants as they enter into the Pike River, but also determine the impact the river has on coastal health. This project will leverage laboratory services from the City of Racine's Health Department and technical assistance from Dr. Julie Kinzelman, a research scientist who specializes in beach pollution source identification and has prior experience working with tributaries. The USGS operates a stream gauging station on the Pike River (04087257) which will facilitate the monitoring of river discharge and will leveraged during the course of this study. This project will be complimentary to a currently funded City of Kenosha public works project targeted at assessing major outfalls within their municipality. Where non-point sources of pollution are identified that could be mitigated in full or in part by actions on the part of the general public, the principal investigators will work with the Root-Pike Watershed Network to provide public education regarding the benefits of rain gardens.

e. This project will assess the health of the Pike River at variety of sites in order to identify areas of concern and determine the impact of wet weather flow on water quality. This study will help water quality managers and other authorities to gauge areas of concern and follow up with mitigation efforts or further study. The Pike River is a tributary to Lake Michigan and can have negative impacts on Great Lake water quality. It is not possible to determine the amount reduction of any water quality indicator prior to conducting this study but recommendations regarding engineered and soft path mitigation measures will be made at the end of the project.

4. Methodology and Timetable

- a. Provide a list and description of project tasks, including a timeline and major milestones.
- b. Provide a list of work products or deliverables.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. July – November 2011

- Train student intern
- Coordinate sample collection with the GLRI project examining coastal health in the City of Kenosha in order to obtain the most benefit and knowledge from samples collected
- Make initial site assessments
- Collect and analyze Q1 and Q2 water samples from open water sites and outfalls (weather permitting)
- Collect, process, and forward summer and fall phosphorous samples to the WI State Laboratory of Hygiene

December 2011 – February 2012

- Perform preliminary data analysis

March 2012-June 2012

- Collect and analyze Q3 and Q4 water samples from open water sites and outfalls (weather permitting)
- Collect, process, and forward winter and spring phosphorous samples to the WI State Laboratory of Hygiene
- Perform final analysis of data
- Make final recommendations of mitigation approaches and areas that need further research based upon findings

b. A final report detailing methods used, results and recommendations will be submitted to the Wisconsin Coastal Management Program. An environmental monitoring data base will also be developed for this project. Any significant research findings will be published in a peer reviewed journal.

**Attachment A
Grant Agreement # AD119502-012.06**

c. Results of this study will be distributed to all municipalities inside the Pike River Watershed as well as other organizations concerned about river and coastal health (Root Pike WIN, River Alliance of Wisconsin). In addition, a report will also be placed onto the City of Kenosha's website as to stimulate interest amongst citizens and other interested parties.

d. N/A

5. Project Budget

a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects totaling \$60,000 or less require a 50% match. Projects larger than \$60,000 require a 60% match. The budget must show proposed costs in the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$0	\$2,000	\$2,000
Fringe Benefits	\$0	\$1,000	\$1,000
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies (sample analysis)	\$0	\$2,500	\$2,500
Contractual	\$29,192	\$10,046	\$39,238
Construction	\$0	\$0	\$0
Other-3 rd Party Match- City of Racine	\$0	\$13,846	\$13,846
Indirect Charges	\$0	\$0	\$0
Totals	\$29,192	\$29,192	\$58,384

b. Applicants for **Public Access and Historic Preservation** projects must provide further details using additional categories/sub-categories in the second table or in another format, if necessary. **NOT APPLICABLE TO THIS PROJECT**

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

6. Budget Description

- a. Describe, in detail, the commitment of nonfederal matching funds.
- b. Describe the composition and source of the matching funds.

a. Project partners will commit a total of \$29,192 in nonfederal matching funds comprised of associated work project costs, in-kind and salary matches (itemized in 6b). The 3rd Part Contractor will provide a match of \$13,846 as described in line 6b.

b. The City of Kenosha matching funds are derived from staff support (\$3000, salary + fringe), consultant/analytical fees associated with complimentary dry weather screening of 15 additional outfalls (\$7000), and \$5,546 of Stormwater Utility operational funding in support of the proposed project.

The 3rd party contractor, the City of Racine Health Department, is providing a \$13,846 in kind match based upon the retail value of equipment used in sample collection, processing and analysis. This includes the use of their dissolved oxygen meter (YSI 550A), turbidity meter (HF Instruments DRT-100b), pH meter (Corning 430), conductivity meter (Oakton 400 series), UV fluorescence analysis cabinet (Spectroline cc-80), IDEXX Quanti-tray sealer (model 2X), sampling equipment (cooler, ice packs, thermometer, waders, sampling pole/line etc.) and incubator. None of these pieces of equipment were purchased with federal dollars.

7. **Bonus objectives.** Address all of the issues listed below as they relate to your project.

Attachment A
Grant Agreement # AD119502-012.06

- a. Build partnership alliances with other organizations or agencies
- b. Develop exceptional marketing, outreach or education strategies
- c. Encourage coast-wide projects or solutions

a. This project will forge multiple new alliances and partnerships as the monitoring of open water sites will be inclusive of multiple municipalities. Not only will this promote alliances between the City of Kenosha, the Town of Somers, the Village of Sturtevant and the Town of Mount Pleasant, but it will promote an alliance between the City of Racine's Health Department (provider of technical services) and these municipalities. This project will also build and maintain connections between the City of Kenosha and local/regional environmental advocacy groups (i.e. Root Pike WIN and River Alliance of Wisconsin).

b. The end result of this project will be a baseline assessment of the water quality of the Pike River during base and high volume flow conditions. This project could serve as a blueprint to other communities that are experiencing coastal water quality problems associated with tributaries. The City of Kenosha will be willing to share their experiences with other communities and interested parties in order to promote new ideas, propagate environmental assessment and stewardship by posting a final report on its website. By posting this information publicly, this will be another potential resource for other communities to view when considering strategies to assess their own environmental challenges.

c. Mitigation strategies should not be based upon trial and error; they should be based upon sound science. This project is an initial site assessment to determine what areas of the Pike River are negatively impacting river and coastal health. This project will provide one of the most extensive data sets on both pollution sources and fate in the near shore coastal environment when conducted jointly with GLRI projects on Kenosha's Coast Line. The result of this project will stimulate discussion, data exchange and increase our understanding of the river and coastal environments.

ATTACHMENT B

**ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM**

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"
National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA11NOS4190097.

ATTACHMENT E

**GEOSPATIAL DATA GUIDELINES FOR WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS**

Geospatial Data Guidelines

Introduction

Under Executive Order No. 12906, all federal agencies and organizations receiving federal funds must document their geospatial data using the Federal Geographic Data Committee's Content Standard for Digital Geospatial Metadata.
See <http://www.fgdc.gov/metadata/metadata.html> for more information.

Grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- ✓ Metadata is "data about data" and describes the content, quality and condition of the data sets.
- ✓ Metadata should be provided at the time of data transmittal, preferably in a form consistent with the Federal Geographic Data Committee's "Content Standards for Digital Geospatial Metadata."
- ✓ A variety of tools exist to help you develop metadata.
 - ✓ For an overview of metadata see the Federal Geographic Data Committee's home page at <http://fgdc.gov>.
 - ✓ For a discussion of metadata in plain language see: <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing systems please consult:

<http://www.dnr.state.wi.us/maps/gis/wtm8391.html>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Format

The preferred format is one that is fully compatible with ArcInfo[®] and ArcView[®]

For grantees of the Wisconsin Coastal Management Program that need assistance in converting data into this format please contact:

David A. Hart
Coastal GIS Specialist
University of Wisconsin Sea Grant Institute
Room 201, Goodnight Hall
1975 Willow Drive
Madison, WI 53706-1177
phone: (608) 262-6515
fax: (608) 262-0591
email: dhart@aqu.wisc.edu
website: <http://www.lic.wisc.edu/users/dhart/dhart.htm>

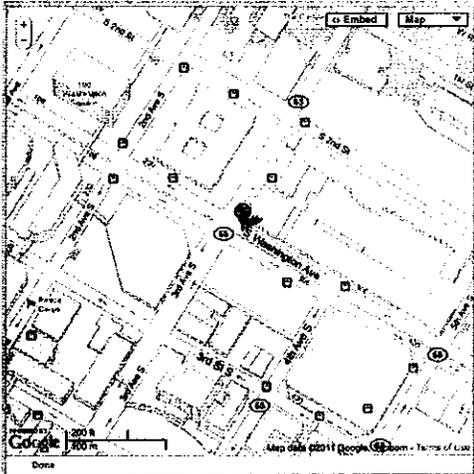
SeeClickFix

What is SeeClickFix?

SeeClickFix is a service for citizens, media, local governments, and community groups to collaborate and resolve non-emergency issues in their neighborhoods. With SeeClickFix, local governments can publicly communicate with their residents and respond to their concerns on a transparent, user-friendly forum. Having been translated into 11 languages, SeeClickFix can benefit cities and towns across the globe.

- **ISSUES:** Citizens can report anything in the public space via SeeClickFix ranging from problems like potholes and graffiti to suggestions like community murals and planting trees. By reporting issues to SeeClickFix, residents utilize an additional means of communicating their concerns to their local governments. SeeClickFix helps make everyone more informed and encourages civic engagement.
 - Anyone can view all the issues reported in certain locations on our interactive maps. These display all open, acknowledged, closed, and even archived issues. This helps cut down on an issue being reported more than once.
 - To help keep issue status as current as possible, SeeClickFix sends out a reminder email after two weeks to individuals who have reported issues, inquiring if the issue has been fixed and prompting them to update the issue if it has been.
 - Local governments can even utilize the "Report an Issue" function themselves by posing questions or suggested community improvements to which citizens can provide feedback—an online town hall. For example, local governments may submit an issue entitled "How can we transform this abandoned parking lot?" Citizens can then comment with suggestions such as making it into an urban garden or park.

Report Step 2 - Issue Details Help



Summary

Description

Street Address

Upload an Image Browse...

Your name

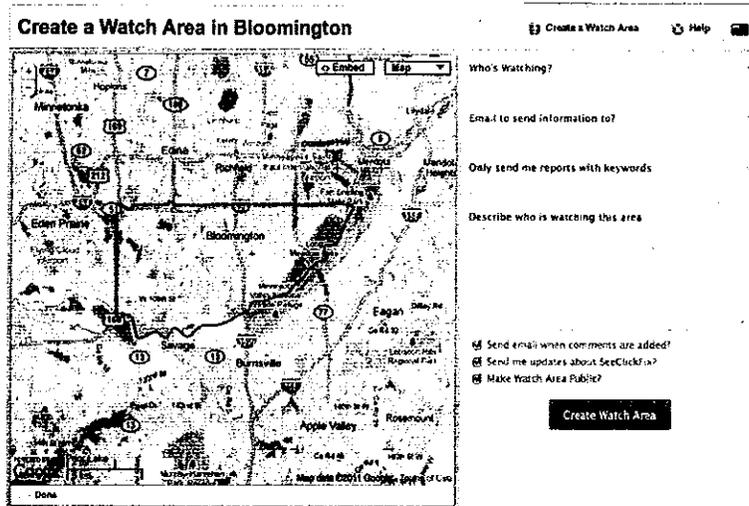
Your email always kept private

Step 2 of 2 Go Back Report your issue

- **COMMENTS:** Anyone can comment on or vote to fix an issue. The comment function has the power to help local governments publicly respond to their citizens.
 - Local governments can update reported issues at no cost by simply opening up an issue and commenting on it. This helps local governments improve their responsiveness.
 - Alternatively, when an issue is sent to a government official via watch area updates, it includes a "replies@seeclickfix" email address. Local governments can simply send a response to that email address and the SeeClickFix team can add it to an issue.
 - What makes SeeClickFix such a valuable communication tool is that when an issue receives new activity, all individuals that have interacted with the issue (through initial report, comments, vote to fix, or watch area) receive an alert. Thus, everyone that cares about the issue is informed.

SeeClickFix

- **WATCH AREAS:** For local governments, the watch area feature has proven useful in monitoring issues in their cities or towns. Anyone can set up a public or private watch area to receive alerts when issues are submitted via the SeeClickFix web site, embedded widgets, mobile phone apps, or Facebook application. Watch areas can be set up for local governments by attaching their publicly available email addresses to it. These watch areas can include additional information about who is receiving alerts in their description sections. For example, the description can read: "The city of XXX will be monitoring SeeClickFix to receive alerts on infrastructure problems in the area. All issues will be sent to EMAIL@city.gov." Similarly, local government departments can create their own watch areas to monitor specific types of issues being reported. With the keywords section, the local public works department can choose to just receive alerts about potholes by filtering for words such as "pothole," "crater," etc...

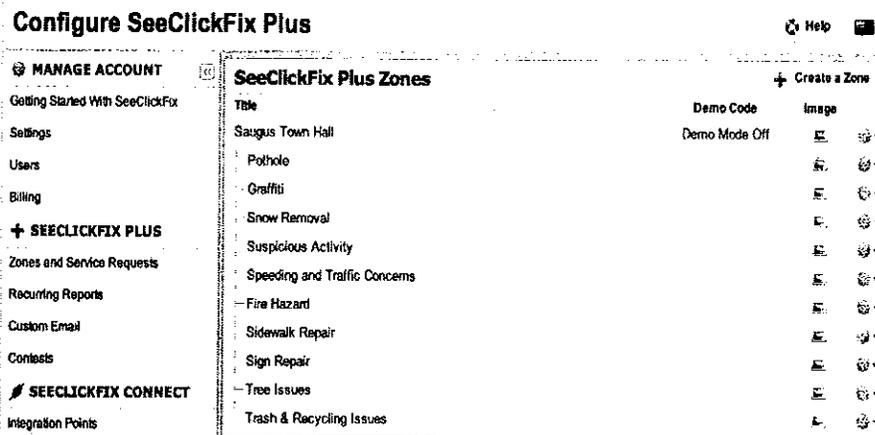


- **MOBILE APPS:** With iPhone, Android, and Blackberry apps, SeeClickFix places the power to report issues right in the hands of citizens. This way individuals can report issues they see in real-time instead of having to remember at a later time. Our apps can pinpoint the geographic location of their issue making it easier than ever to report a 311-related issue.

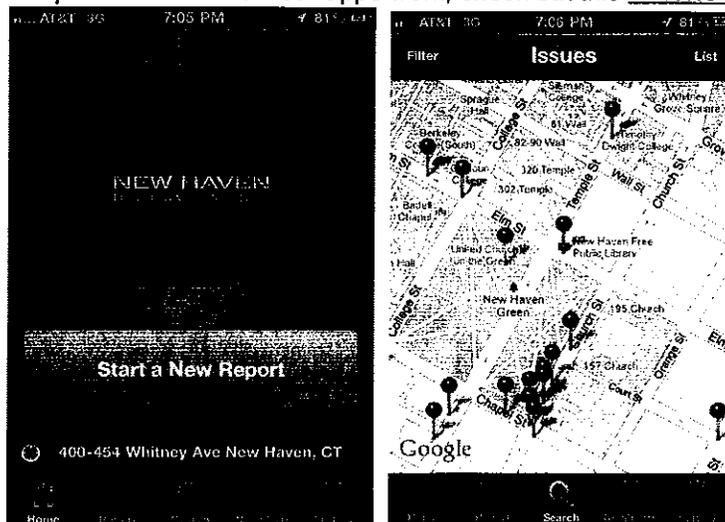
SeeClickFix

What are the benefits of purchasing the SeeClickFix Plus Service, which starts at a cost of \$100 per month (with a city population up to 100,000)?

- CUSTOM SERVICE REQUESTS, EMAILS, AND REPORTS:** You can create custom service requests that citizens must select when submitting issues (i.e. pothole, street light, graffiti etc). You can have issues automatically routed to the correct department for each issue request and create customized, automated emails when an issue is submitted, commented on, acknowledged, and/or closed.



- CUSTOMIZED BRANDING:** Your city logo will appear on our main site whenever you address an issue whether you comment on, acknowledge, or close an issue. Better yet, you can apply your branding to our free mobile applications (iPhone, Android and Blackberry) that citizens are using to report issues on the go.
- MOBILE APPS:** With SeeClickFix Plus, a city can announce that it's providing custom-branded mobile apps to increase citizen engagement and leveraging our interactive maps to share information more efficiently. Our mobile applications allow your citizens to communicate with you the same way they communicate with each other. At the same time, the mobile apps can help cut down on phone inquiries. To see how our apps work, check out this [iPhone demo video](#).



(LEFT) The City of New Haven's logo as it appears on our iPhone app
 (RIGHT) Map of issues already reported in the New Haven area

- DASHBOARD:** Our admin dashboard was designed in collaboration with our local government partners. Rather than having to open each issue separately, an admin user can quickly review

SeeClickFix

issues by category, review/add comments, and update the status on one screen, which is automatically reflected on our interactive maps and will trigger automated emails to all citizens following an issue.

SeeClickFix Plus Service Requests

Sort By: Created Date

All Status

#98393 Patholes is Open
 37 Apr 23, 2011
 need to fill potholes at the end intersection of Tempelrod and Cary Street. One in the middle of Cary Street and the rest at the start of Tempelrod Lane.

6 Tempelrod Ln Richmond, VA 23226, USA

#98219 Patholes is Open
 28 Apr 23, 2011
 Actual problem is more than potholes. Street surface is severely irregular due to old cuts and recent settings. From Cherokee Rd to Marissa Rd

3752 Cheverly Rd Richmond, VA 23225, USA

- WIDGETS:** Local governments have the option to embed our text and interactive map widgets ad-free onto the city website to keep everyone informed. Citizens can vote for issues, view the status of existing issues, as well as report a new issue, right through our widgets. All activity through the widgets automatically syncs with the other SeeClickFix outlets. With SeeClickFix widgets embeded on over 700 web sites such as Boston.com, whenever an issue status changes, it's visible to all visitors of those sites.



REPORT PRIORITY ISSUES

Mayor Home
Role of the Mayor
Biography
Report Priority Issues
Neighbor To Neighbor
Mayor's Youth Academy
Mayor's Newsletters
Mayor's Video Archive
Citizens' Request
Services Guide
City Government
Ask The Mayor
Media Relations
News Releases

If this page does not load properly, [please report your issues here](#)

REPORT ISSUES

Search for issues nearby.

[Embed](#) [Map](#)

- Non-Functioning Street Light (1)**
 607 27th St Richmond, VA
 about 9 minutes ago Fix it Share
- 3320 delaware ave (1)**
 3320 Delaware Ave Richmond, VA
 about 21 minutes ago Fix it Share
- couch on sidewalk (1)**
 18 N Lombardy St Richmond, VA
 about 22 minutes ago Fix it Share
- Trash/Bulk Pick-ups (1)**
 1620 Montena Street Richmond, VA
 about 33 minutes ago Fix it Share

Terms and Conditions

This Contract (together with the Order Form and any attachments hereto, the "Contract") is entered into as of the Effective Date between the City of Kenosha ("the City") and SeeClickFix Inc, a Delaware Corporation located at 746 Chapel St, Suite 207, New Haven, CT 06510 ("SeeClickFix", and together "the Parties").

WHEREAS, the City desires that SeeClickFix provide certain software services as described herein.

WHEREAS, SeeClickFix desires to deliver such software services under the terms set forth in this Contract.

A. Term and Termination.

1. SeeClickFix and the City will implement the services described in the Order Form as soon as reasonable. The initial term of this Contract will be through 12 months following the Effective Date. This Contract will be automatically renewed on an annual basis each succeeding year. Should either party decide not to extend the term, such party must notify, in writing, the other party at least 90 days prior to the end of the current term.
2. Termination for Cause. If either party fails to perform any of its material obligations under this Contract and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Contract as of the date specified in such notice of termination.
3. Survival. The following Sections of this Contract and any payment obligations hereunder shall survive any expiration or termination of this Contract: C, D, E and and F (except F.3).

B. Services of SeeClickFix. SeeClickFix will provide on a hosted, software-as-a-service basis, access to the Services described in the foregoing Order Form, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos. While the content of users of the Software is governed by SeeClickFix's published Terms of Use, SeeClickFix may not be able to control the exact nature of this content. SeeClickFix reserve the right to edit User Content, but does not have an obligation to edit the content. Although SeeClickFix may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.

C. Ownership. SeeClickFix shall be the sole and exclusive owner of the SeeClickFix Materials, including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under Title 17 and Title 35 U.S.C., respectively) by whomever developed or created them. No ownership of the SeeClickFix Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the City. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.

D. Exclusions of Warranties and Limitations of Liability. SEECLICKFIX MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CLIENT, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, THE SEECLICKFIX MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER SEECLICKFIX NOR THE CITY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS CONTRACT EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY SEECLICKFIX UNDER THIS CONTRACT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.

SeeClickFix

746 Chapel Street, New Haven CT 06510
Phone 203.752.0777 www.seeclickfix.com

Common Council Agenda Item # K.5.

E. Arbitration, Governing Law and Venue

1. **Arbitration.** The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with this Contract shall be referred to arbitration for final and binding resolution. Either party to this Contract may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each party specifically agrees and acknowledges that this Section is a material term of this Contract and acknowledges that it would not enter into this Contract in the absence of this Section. Each party warrants and represents to the other party that this Section is valid and enforceable and the other party will incur damages if such representation is false.
2. **Law.** The laws of United States and state in which the City is located shall govern this Contract, without regard to its conflicts of laws principles. Each of the parties hereby submits to the jurisdiction of the state and federal courts located in the state in which the City is located as set forth herein.

F. General

1. **Independent Contractor Relationship.** SeeClickFix is acting as an independent contractor under this Contract and nothing in this Contract shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the parties. Neither party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other party.
2. **Notices.** Any notice to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to SeeClickFix: SeeClickFix Inc., Attn: Contract Administrator, 746 Chapel Street Suite 207, New Haven, CT 06510, or to team@seeclickfix.com. If to City: see Client Address on first page of this Contract. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.
3. **Publicity.** The Parties agree that the Parties may reference the other party as a client or vendor, including using the Client name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the SeeClickFix Software or its features will be accompanied by a reference that it is provided by SeeClickFix.
4. **Amendment or Waiver.** No amendment or modification of this Contract shall be valid unless it is in writing and signed by both parties.
5. **Headings and Captions.** The headings and captions of this Contract are included for convenience only and shall not be considered in construction of the provisions hereof.
6. **Severability.** If any provision of this Contract shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Contract, which shall be construed as if such invalid or unenforceable provision had never been a part of this Contract but in a manner so as to carry out as nearly as possible the parties' original intent.
7. **Counterparts.** This Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
8. **Entire Contract.** This Contract constitutes the entire Contract between the parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality Contracts, and other Contracts and communications, oral or written, between the parties regarding such subject matter.

SeeClickFix

746 Chapel Street, New Haven CT 06510
Phone 203.752.0777 www.seeclickfix.com

Common Council Agenda Item # K.5.

August 15, 2011 Page 276

9. Assignment. SeeClickFix may assign this Contract, and then notify the City within 30 days thereof.

IN WITNESS WHEREOF SeeClickFix and Client have caused this Contract to be executed as of the Effective Date.

SeeClickFix

City of Kenosha

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SeeClickFix

746 Chapel Street, New Haven CT 06510
Phone 203.752.0777 www.seeclickfix.com

Services and Prices: Order Form

Effective Date: Date signed

The table below lists your SeeClickFix service:

SERVICES	
SeeClickFix Plus license	12 Month(s)
City logo to appear on mobile applications (iPhone, Android and Blackberry) that citizens are using to easily click a picture of an issue and submit on the go, with our application automatically geo-locating the reported issue.	12 Month(s)
Option to embed partnership interactive map and text widgets into City web site. The widget can be in Spanish as well as English	12 Month(s)
Customize City's service request categories that citizens must choose from to align with City departments and routing structure.	12 Month(s)
Service requests for each category automatically routed to the department/individual(s) that can best assess and address the issue.	12 Month(s)
Customized automated emails and messaging sent to citizens after they have submitted an issue. The messaging can be unique for each City category. All citizens following an issue can also automatically receive an update when the issue closed.	12 Month(s)
Access to our easy-to-use Admin Dashboard to acknowledge an issue once it is reported and control when an issue's status is closed.	12 Month(s)
Generate dashboard reports for City employees that reflect issues reported and their status (open, acknowledged, and closed).	12 Month(s)
Web-based training for setting up City's account, and thereafter customer service from 9 am EST - 5 pm EST	12 Month(s)
Outreach assistance to the media and local community groups surrounding the launch of your service and ongoing community outreach	12 Month(s)

PRICING	
ANNUAL / ONE-TIME FEES	
Total Annual Fee	\$1,200

SeeClickFix

746 Chapel Street, New Haven CT 06510
 Phone 203.752.0777 www.seeclickfix.com

Common Council Agenda Item # K.5.

Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Company:	Company:
Billing Address:	Billing Address:
City, State, Zip:	City, State, Zip:
Name:	Name:
Title:	Title:
Phone:	Phone:
Fax:	Fax:
E-mail:	E-mail:

Pay via invoice:

P.O. # (if available): _____

Pay via credit card:

CREDIT CARD INFORMATION		
<input type="radio"/> VISA	<input type="radio"/> MasterCard	<input type="radio"/> American Express
Card Number:	CW Code:	Expiration Date (MM/YYYY):
Name as it appears on the credit card:		
Amount (plus applicable sales tax):		
Company:	Name:	
Title:	Signature:	

SeeClickFix

746 Chapel Street, New Haven CT 06510
 Phone 203.752.0777 www.seeclickfix.com

Common Council Agenda Item # K.5.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 14

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 07/16/11 through 07/31/11 and have approved the disbursements as follows:

1. Checks numbered from <u>107394</u> through <u>107772</u> as shown on attached listing consisting of:	
a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>3,346,643.41</u>
SUBTOTAL	<u>3,346,643.41</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	<u>1,294,499.52</u>
---	---------------------

TOTAL DISBURSEMENTS APPROVED 4,641,142.93

David Bogdala

Daniel Prozanski Jr.

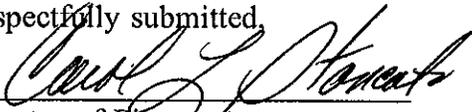
Katherine Marks

Eric Haugaard

Tod Ohnstad

Theodore Ruffalo

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

Respectfully submitted,


Director of Finance

(disbursementsblank.share.fin)

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #14

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 08/08/11

Prepared By: *MKS*

Reviewed By: *[Signature]*

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107394	7/20	ACE HARDWARE	110-05-55109-361-000	06/11 PA MERCHANDISE	79.64
			110-05-55109-246-000	06/11 PA MERCHANDISE	65.97
			110-05-55109-344-000	06/11 PA MERCHANDISE	25.50
			501-09-50105-359-000	06/11 SW MERCHANDISE	17.98
			110-03-53103-389-000	06/11 ST MERCHANDISE	14.21
			110-03-53109-389-000	06/11 ST MERCHANDISE	12.78
			501-09-50105-344-000	06/11 SW MERCHANDISE	12.50
			110-05-55111-244-000	06/11 PA MERCHANDISE	10.58
			110-05-55111-246-000	06/11 PA MERCHANDISE	9.99
			110-03-53109-361-000	06/11 ST MERCHANDISE	9.78
			110-03-53109-375-000	06/11 ST MERCHANDISE	7.98
			110-05-55109-248-000	06/11 PA MERCHANDISE	5.84
				..... CHECK TOTAL	272.75
107395	7/20	RNOW, INC.	630-09-50101-393-000	6/11-SE#2832 PARTS/M	448.43
			630-09-50101-393-000	6/11-SE PARTS/MATERI	372.05
			630-09-50101-393-000	6/11-SE#2885 PARTS/M	154.79
			630-09-50101-393-000	6/11-SE PARTS/MATERI	15.77
				..... CHECK TOTAL	991.04
107396	7/20	CHESTER ELECTRONICS SUPPLY	110-02-52103-369-000	06/11 PD PARTS & MAT	59.98
			110-01-51901-311-000	07/11 CT PARTS & MAT	48.11
			110-02-52103-235-000	06/11 PD PARTS & MAT	6.99
				..... CHECK TOTAL	115.08
107397	7/20	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	SPLIT BOLT	438.94
			110-03-53109-375-000	SPLIT BOLT	397.14
			110-02-52203-246-000	6/11-FD#7 ELECTRICAL	201.48
			110-03-53109-375-000	6/11-ST ELECTRICAL M	149.62
			110-02-52203-246-000	6/11-FD#7 ELECTRICAL	30.01
				..... CHECK TOTAL	1,217.19
107398	7/20	GENERAL COMMUNICATIONS, INC.	110-02-52103-231-000	7-12/11-PD KENWOOD T	10,896.00
			110-02-52103-231-000	7-12/11-PD KENWOOD T	7,056.00
			110-02-52203-231-000	7-12/11-FD RADIO MAI	1,749.00
			110-02-52103-231-000	7-12/11-PD M/ACOM P2	780.00
			110-02-52103-231-000	7-12/11-PD M/ACOM BA	630.00
			631-09-50101-231-000	7-12/11-EN RADIO MAI	522.00
			632-09-50101-231-000	7-12/11-SE RADIO MAI	273.00
				..... CHECK TOTAL	21,906.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107399	7/20	GODFREY & KAHN, SC	420-11-50904-219-000	5/11-CHRYSLER	10,863.46
107400	7/20	ICMA RETIREMENT TRUST	110-00-21572-000-000	7/1-15/11 CONTRIBS	55,349.23
			110-00-21599-000-000	7/1-15/11 CONTRIBS	3,915.00
				..... CHECK TOTAL	59,264.23
107401	7/20	WIS DEPT OF REVENUE	110-09-56507-259-999	06/11 SALES TAX	3,413.91
107402	7/20	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	7/11 EDY SERVICES	242.21
			110-02-52103-381-000	06/11 MIKY VET EXAM	40.46
				..... CHECK TOTAL	282.67
107403	7/20	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	06/11 11-080230 LAB	49.60
			110-02-52101-219-000	06/11 11-080774 LAB	49.60
			110-02-52101-219-000	06/11 11-080514 LAB	49.60
			110-09-56405-161-000	6/25/11 A LOPEZ	19.20
				..... CHECK TOTAL	168.00
107404	7/20	PALMEN BUICK	110-05-55109-344-000	PARTS-VEH#2323	52.02
107405	7/20	SHOPKO DEPT. STORE	110-02-52206-344-000	6/11-FD#4 MERCHANDIS	31.99
			110-03-53103-389-000	6/11-ST MERCHANDISE	17.98
				..... CHECK TOTAL	49.97
107406	7/20	LORENZ TOPSOIL	501-09-50105-353-000	6/11-SW TOPSOIL	55.00
107407	7/20	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	6/11-TRAFFIC SIGNS	72.83
			110-03-53110-372-000	6/11-TRAFFIC SIGNS	35.28
				..... CHECK TOTAL	108.11
107408	7/20	KENOSHA WATER UTILITY	110-05-55109-223-000	#2 7/01/11 WTR/STRM	1,565.86
			110-03-53103-224-000	#5 7/01/11 WTR/STRM	1,214.78
			110-05-55109-224-000	#2 7/01/11 WTR/STRM	1,067.01
			520-09-50301-223-000	#2 7/01/11 WTR/STRM	975.46
			520-09-50301-224-000	#2 7/01/11 WTR/STRM	816.00
			110-01-51801-224-000	#4 7/01/11 WTR/STRM	624.05
			110-02-52203-224-000	#2 7/01/11 WTR/STRM	582.28
			110-03-53116-223-000	#5 7/01/11 WTR/STRM	529.20
			521-09-50101-224-000	#5 7/01/11 WTR/STRM	446.00
			110-01-51801-223-000	#4 7/01/11 WTR/STRM	332.97
			110-01-51802-223-000	#5 7/1/11 2210 52 ST	308.72
			110-02-52203-223-000	#2 7/01/11 WTR/STRM	289.90
			110-03-53103-223-000	#5 7/01/11 WTR/STRM	210.14
			110-05-55102-224-000	#2 7/01/11 WTR/STRM	198.94
			110-05-55109-224-000	#5 7/01/11 WTR/STRM	195.24
			461-11-51001-581-000	#2 7/01/11 WTR/STRM	187.57
			110-05-55103-224-000	#2 7/01/11 WTR/STRM	179.37
			521-09-50101-224-000	#2 7/01/11 WTR/STRM	172.78
			520-09-50301-224-000	#5 7/01/11 WTR/STRM	118.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-224-000	#5 7/01/11 WTR/STRM	92.00
			110-03-53116-224-000	#5 7/01/11 WTR/STRM	72.00
			632-09-50101-224-000	#2 7/01/11 WTR/STRM	71.26
			632-09-50101-224-000	#5 7/01/11 WTR/STRM	46.00
			110-05-55102-224-000	#4 7/01/11 WTR/STRM	46.00
			110-01-51802-223-000	#5 7/1/11 715 56 ST	23.58
			110-05-55109-223-000	#5 7/01/11 WTR/STRM	11.92
			110-01-51802-224-000	#5 7/1/11 2210 52 ST	5.24
			110-01-51802-223-000	#5 7/1/11 715 56 ST	5.24
				..... CHECK TOTAL	10,387.51
107409	7/20	PAYNE & DOLAN INC.	110-03-53103-355-000	6/11-ASPHALT MATERIA	1,529.72
107410	7/20	REINDERS INC.	110-05-55109-344-000	06/11 PA PARTS AND S	297.60
			110-05-55109-344-000	05/11 PA PARTS AND S	267.00
			110-05-55109-344-000	06/11 PA PARTS AND S	110.78
			524-05-50101-344-000	06/11 GO PARTS AND S	92.35
				..... CHECK TOTAL	767.73
107411	7/20	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	06/11 SE REPAIR FUEL	326.53
			630-09-50101-393-000	07/11 SE REPAIR FUEL	206.66
				..... CHECK TOTAL	533.19
107412	7/20	BENDER & COMPANY, MATTHEW	110-01-50301-322-000	06/11 SUBSCRIPTIONS	289.94
107413	7/20	INLAND DETROIT DIESEL	520-09-50106-341-000	TRANSYND TRANS FLUID	1,529.00
			520-09-50201-347-000	FILTER KIT	459.40
				..... CHECK TOTAL	1,988.40
107414	7/20	A & R DOOR SERVICE	110-05-55109-246-000	REPAIR DOOR	1,976.00
107415	7/20	DREAMSCAPE LAWN CARE	633-09-50101-249-000	06/11 GRASS CUTTING	147.68
			633-09-50101-249-000	06/11 LAWN FERTILIZ	90.00
				..... CHECK TOTAL	237.68
107416	7/20	ZILSKE LAW FIRM S C	520-09-50101-161-000	2/25/11 D BEALL	1,163.50
			110-09-56405-212-000	3/15/10 B MILLER	637.00
			110-09-56405-212-000	12/25/09 D GAEDE	302.00
			110-09-56405-212-000	6/23/09 P ROMANO	238.00
				..... CHECK TOTAL	2,340.50

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107417	7/20	DWD-UI	110-09-56308-157-000	06/11 UNEMPLOYMENT	6,810.20
			520-09-50101-157-000	06/11 UNEMPLOYMENT	2,102.33
			110-09-56308-157-000	06/11 UNEMPLOYMENT	1,474.00
			110-00-15601-000-000	06/11 UNEMPLOYMENT	172.00
			110-09-56308-157-000	06/11 UNEMPLOYMENT	901.28CR
				..... CHECK TOTAL	9,657.25
107418	7/20	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	07/11 SPCL TRANSPRT	14,167.00
			520-09-50301-258-000	07/11 WRND DISPATCH	584.00
				..... CHECK TOTAL	14,751.00
107419	7/20	LALONDE CONTRACTORS INC	409-11-51111-589-000	EST 2-39TH AVE RECON	143,811.64
107420	7/20	PLATINUM DESIGN & DEVELOPMNT	110-01-51102-539-000	DATABASE MGMT	62.50
107421	7/20	AMERICAN SOCIETY FOR QUALITY	206-02-52205-323-000	J POLTROCK RENWL	138.00
107422	7/20	INTERSPIRO	414-11-50905-574-000	SCBA EQUIPMENT	38,551.28
			414-11-50905-574-000	SCBA EQUIPMENT	22,672.12
				..... CHECK TOTAL	61,223.40
107423	7/20	RESOLUTE SYSTEMS, LLC	110-01-50301-219-000	#371213 COUNTY HLTH	1,762.50
107424	7/20	SERWE IMPLEMENT	630-09-50101-393-000	6/11-SE PARTS/SERVIC	387.49
			630-09-50101-393-000	6/11-SE#2501 PARTS/S	70.50
				..... CHECK TOTAL	457.99
107425	7/20	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	06/11 FD SUPPLIES	31.97
			110-01-51306-312-000	06/11 SERVICES/SUPPL	27.37
			110-02-52203-357-000	06/11 FD SUPPLIES	16.26
				..... CHECK TOTAL	75.60
107426	7/20	HARRIS GOLF CARS	222-09-50101-295-000	GOLF CARS/ PARADE	1,068.00
107427	7/20	JAMES IMAGING SYSTEMS, INC.	110-02-52103-232-000	7-12/11 PD-SRVC AGMT	600.38
			110-01-51701-232-000	4-6/11 CD-OVERAGES	444.41
			110-01-51701-232-000	7-9/11 CD-COPIER MNT	423.78
			110-05-55101-232-000	7-9/11 PA-COPIER SRV	285.58
			110-01-51101-232-000	7-9/11 FN-COPIER MNT	284.30
			110-02-52103-232-000	1-6/11 PD-OVERAGES	260.03
			110-02-52101-232-000	07/11 PD-SERVIC AGRMT	197.79
			110-02-52601-232-000	07/11 DH-MAINT AGRMT	81.23
			110-01-51303-232-000	07/11 HR-SERVIC AGRMT	72.99
			110-01-51301-232-000	07/11 AD-SERVIC CNTRC	72.99
			631-09-50101-232-000	07/11 PW-COPIER MNT	66.57
			110-03-53101-232-000	07/11 PW-COPIER MNT	66.57
			501-09-50101-232-000	07/11 PW-COPIER MNT	66.56
			501-09-50101-232-000	06/11 PW-OVERAGES	49.22
			521-09-50101-232-000	07/11 AR-SERVIC AGRMT	41.20

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-232-000	07/11 TD-SRVC AGRMT	37.79
			110-01-52001-232-000	07/11 MC-COPIER MNT	36.50
			110-01-50301-232-000	07/11 LE-COPIER MNT	36.50
			631-09-50101-232-000	06/11 PW-OVERAGES	24.62
			110-03-53101-232-000	06/11 PW-OVERAGES	24.62
			110-01-50301-232-000	06/11 LE-OVERAGES	22.67
			110-03-53103-232-000	07/11 ST-COPIER SRVC	14.72
			501-09-50105-232-000	07/11 ST-COPIER SRVC	14.71
			501-09-50105-232-000	06/11 ST-OVERAGES	3.03
			110-03-53103-232-000	06/11 ST-OVERAGES	3.02
				..... CHECK TOTAL	3,231.78
107428	7/20	INTERNATIONAL ASSOC OF	110-02-52201-323-000	D SANTELLI	204.00
107429	7/20	HUMANA CLAIMS	611-09-50101-155-527	07/18/11 MED CLAIMS	71,936.65
			611-09-50101-155-527	07/13/11 MED CLAIMS	63,951.28
			611-09-50101-155-527	07/18/11 PHARMACY	16,988.18
			611-09-50101-155-527	07/15/11 PHARMACY	12,203.65
			611-09-50101-155-527	07/14/11 PHARMACY	8,085.25
			611-09-50101-155-527	07/19/11 MED CLAIMS	3,595.67
			611-09-50101-155-527	07/13/11 PHARMACY	2,000.46
			611-09-50101-155-527	07/19/11 PHARMACY	1,346.42
			611-09-50101-155-527	07/14/11 MED CLAIMS	594.83
			611-09-50101-155-527	07/15/11 MED CLAIMS	566.92
				..... CHECK TOTAL	181,269.31
107430	7/20	FRONTIER	110-02-52203-225-000	06/22-07/21 FIRE	46.51
107431	7/20	WASTE MANAGEMENT OF WI	110-03-53117-253-416	06/11 1243.28 TONS	27,352.16
			110-03-53117-253-416	06/11 WDNR TONNAGE	16,162.64
			110-03-53117-253-417	06/11 23 CMPT PULLS	3,634.00
			110-03-53117-253-417	06/11 161.59 TONS	3,571.70
			501-09-50104-253-000	06/11 130.95 TONS	2,884.90
			110-03-53117-253-417	06/11 WDNR TONNAGE	2,100.67
			110-03-53117-253-416	06/11 FUEL SURCHARGE	1,999.90
			501-09-50104-253-000	06/11 WDNR TONNAGE	1,702.35
			110-03-53117-253-417	06/11 FUEL SURCHARGE	530.50
			110-03-53117-253-416	06/11 ENVIRO SURCHG	354.00
			501-09-50104-253-000	06/11 FUEL SURCHARGE	215.97
			110-03-53117-253-417	06/11 ENVIRO SURCHG	138.00
			501-09-50104-253-000	06/11 ENVIRO SURCHG	90.00
				..... CHECK TOTAL	60,736.79

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107432	7/20	HEALTHSTAT	611-09-50101-155-504	6/11 MID LVL PROVDR	14,980.00
			611-09-50101-155-504	6/11 PROG ADMIN FEE	6,669.74
			611-09-50101-155-504	6/11 REF LAB FEES	2,674.48
				..... CHECK TOTAL	24,324.22
107433	7/20	VERIZON WIRELESS	110-02-52101-226-000	06/11 PHONE SERVICES	155.12
			110-02-52201-226-000	06/11 PHONE SERVICES	104.44
			110-01-50301-226-000	06/11 PHONE SERVICES	104.44
			110-01-51301-226-000	06/11 PHONE SERVICES	104.01
			631-09-50101-226-000	06/11 PHONE SERVICES	103.09
			110-02-52601-226-000	06/11 PHONE SERVICES	64.75
			110-01-51303-226-000	06/11 PHONE SERVICES	62.21
			520-09-50301-226-000	06/11 PHONE SERVICES	52.47
			110-02-52103-226-000	06/11 PHONE SERVICES	52.29
			521-09-50101-226-000	06/11 PHONE SERVICES	52.22
			110-01-51701-226-000	06/11 PHONE SERVICES	52.22
			110-01-51101-226-000	06/11 PHONE SERVICES	52.22
			110-03-53103-226-000	06/11 PHONE SERVICES	51.79
			501-09-50101-226-000	06/11 PHONE SERVICES	51.54
			110-05-55101-226-000	06/11 PHONE SERVICES	51.54
			110-01-51201-226-000	06/11 PHONE SERVICES	51.54
				..... CHECK TOTAL	1,165.89
107434	7/20	MALSACK, J	110-09-56501-259-570	07/11 50 ST & 26 AV	1,320.50
			110-09-56501-259-570	7/11 1308 20 AV-GRS	826.50
			110-09-56501-259-570	7/11 3708 22 ST-GRS	615.50
			110-09-56501-259-570	7/1 6809 152 AV-GRS	353.40
			110-09-56501-259-570	7/11 5208 17 AV-GRS	347.70
			110-09-56501-259-570	7/11 3700 11 AV-GRS	238.75
			110-09-56501-259-570	7/11 2114 52 ST-GRS	237.50
			110-09-56501-259-570	7/11 4933 43 AV-GRS	206.25
			110-09-56501-259-570	7/11 5821 5 AVE-GRS	201.75
			110-09-56501-259-570	7/11 4605 28 AV-GRS	177.00
			110-09-56501-259-570	7/11 7530 23 AV-GRS	166.00
			110-09-56501-259-570	7/11 5825/27 4 AVE	161.75
			110-09-56501-259-570	7/11 5107 21 AV-GRS	151.50
			110-09-56501-259-570	7/11 6820 26 AV-GRS	149.25
			110-09-56501-259-570	7/11 7839 22 AV-GRS	143.21
			110-09-56501-259-570	7/11 4225 22 AV-GRS	140.50
			110-09-56501-259-570	7/11 6926 31 AV-GRS	136.25
			110-09-56501-259-570	7/11 7823 31 AV-GRS	134.75
			110-09-56501-259-570	7/11 1105 35 ST-GRS	132.00
			110-09-56501-259-570	7/11 4704 24 AV-GRS	110.50
			110-09-56501-259-570	7/11 2018 45 ST-GRS	95.00
			110-09-56501-259-570	7/11 6802 23 AV-GRS	81.50
			110-09-56501-259-570	7/11 14426 71 PL-GRS	81.46
			110-09-56501-259-570	7/11 6830 141 AV-GRS	75.05
			110-09-56501-259-570	7/11 7014 142 AV-GRS	58.66
			110-09-56501-259-570	7/11 7020 142 AV-GRS	58.66

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-570	7/11 8739 34 AV-GRS	55.00
			110-09-56501-259-570	7/11 6917 145 AV-GRS	46.31
			110-09-56501-259-570	7/11 6909 145 AV-GRS	46.31
			110-09-56501-259-570	7/11 7004 142 AV-GRS	45.60
				..... CHECK TOTAL	6,594.11
107435	7/20	CRIVELLO-CARLSON	110-09-56405-212-000	5/5/10 N MIELOSZYK	1,268.28
107436	7/20	KIEFT BROTHERS INC.	501-09-50105-359-000	STORM SEWER PIPE AND	1,715.90
			403-11-51002-588-000	6/11-SW STORM SEWER	1,537.00
				..... CHECK TOTAL	3,252.90
107437	7/20	ELECTRICAL CONTRACTORS, INC	110-05-55102-249-000	06/11 PA SPORTS CMP	81.00
107438	7/20	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	6/11 COMPACTOR RENT	633.71
107439	7/20	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	6/11-SE PARTS/LABOR	199.99
			630-09-50101-393-000	6/11-SE PARTS/LABOR	69.16
				..... CHECK TOTAL	269.15
107440	7/20	INSTY-PRINTS	110-02-52110-311-000	5/11-PD PENS W/PLUNG	713.41
			110-02-52110-311-000	5/11-PD #2 PENCILS	379.00
			110-02-52110-311-000	5/11-PD#2 PENCILS	379.00
				..... CHECK TOTAL	1,471.41
107441	7/20	CLEARCOM, INC.	411-11-51102-539-000	CAMERA/AUDIO SET-UP	1,741.78
107442	7/20	MIDWEST ENGINEERING SERVICES	420-11-51009-589-000	05/11 ENG FOOTING	2,495.00
107443	7/20	DAVISON LAW OFFICE, LTD	110-01-50301-219-000	ACEVEDO ZONING APPL	366.00
107444	7/20	J EWENS DESIGN INC	520-09-50201-344-000	NO SMOKING DECALS	303.00
107445	7/20	HNTB - GREAT LAKES	501-09-50103-219-000	1-5/11 SWU MGT PLAN	555.59
107446	7/20	MENARDS (KENOSHA)	403-11-51104-589-000	06/11 SW MACWHYTE	218.94
			110-03-53103-353-000	06/11 ST MERCHANDISE	199.80
			110-02-52203-353-000	06/11 FD #7 MERCHAND	101.51
			110-05-55109-249-000	06/11 PA MERCHANDISE	89.77
			420-11-51102-583-000	06/11 MB REMODEL	87.90
			403-11-51104-589-000	06/11 SW MACWHYTE	72.98
			110-05-55111-246-000	06/11 AND. POOL	46.40
			420-11-51102-583-000	06/11 MB REMODEL	34.04
			110-05-55109-246-000	06/11 PA MERCHANDISE	27.24
			110-02-52203-382-000	06/11 FD #7 MERCHAND	16.91
			110-03-53109-389-000	06/11 ST MERCHANDISE	5.66
				..... CHECK TOTAL	901.15

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107447	7/20	SUTPHEN CORPORATION	414-11-51201-546-000	PUMPERS/ACCESSORIES	400,720.50
107448	7/20	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	4/10/9 J RIESELDMANN	111.35
107449	7/20	NEXTEL COMMUNICATIONS	110-02-52109-226-000	6/11-PD PHONE SERVIC	322.32
107450	7/20	TIME WARNER CABLE	110-01-51102-233-000	7/09-8/08 BROADBAND	74.95
107451	7/20	HAPPENINGS MAGAZINE	222-09-50101-259-908	6/11-AD PB&J ADVERTI	817.00
			222-09-50101-259-903	6/11-AD FIREWORKS AD	513.00
				..... CHECK TOTAL	1,330.00
107452	7/20	HUNTZMAN ENTERPRISES	110-02-52103-367-000	UNIFORM PATCHES	690.00
107453	7/20	RIMKUS, JASON	761-09-50101-155-000	06/11 WPS HLTH INS	345.45
107454	7/20	IAFF/NATIONWIDE	110-00-21574-000-000	7/1-15/11 CONTRIBS	29,715.66
107455	7/20	PIEPER ELECTRIC	110-00-44804-000-000	PERMIT 8115 SHER RD	55.00
107456	7/20	ABSOLUTE CONSTRUCTION INC.	415-11-51104-583-000	ROOM EXPANSION	7,909.26
107457	7/20	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	7/1-15/11 CONTRIBS	10,587.23
107458	7/20	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	LUMP SUM P. ROMANO	7,000.00
107459	7/20	AURORA HEALTH CARE	110-09-56405-161-000	3/21/11 T LEWIS	2,303.84
			110-09-56405-161-000	3/21/11 T LEWIS	1,821.14
				..... CHECK TOTAL	4,124.98
107460	7/20	WHEATON FRANCISCAN	110-02-52102-219-000	MED REC #11-044645	27.01
107461	7/20	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	12/4/10 J PETERSON	539.70
			110-09-56405-161-000	12/4/10 J PETERSON	161.44
				..... CHECK TOTAL	701.14
107462	7/20	GENEX SERVICES INC	110-09-56405-161-000	6/13/11 M POLOVINA	682.28
			110-09-56405-161-000	12/4/10 J PETERSON	506.28
				..... CHECK TOTAL	1,188.56

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107463	7/20	MUELLER, LISA	110-00-21905-000-000	BEACH HOUSE 7/08/11	100.00
107464	7/20	TRUAX, BOB	524-05-50101-398-000	6/11 GOLF BALLS	300.00
107465	7/20	THOMPSON, PHALLEN	110-00-21109-000-000	REISSUE CK #13601	16.94
107466	7/20	MELAND, SYDNEE L	110-00-44709-000-000	REISSUE CK #106548	50.00
107467	7/20	SANGHVI, REEMA INDU MD	110-00-21109-000-000	COURT PYMT V575795	98.80
107468	7/20	SPITTLEMEISTER, CHERIE	110-00-21905-000-000	BEACH HOUSE 7/10/11	300.00
107469	7/20	NASH SCHOOL PTA	405-11-50807-579-000	CONTRIB PLYGRD EQUIP	3,500.00
107470	7/20	PRAIRIE LAKE ESTATES	110-00-44809-000-000	ESCROW 8220 75TH ST	4,000.00
107471	7/20	MARKEE, KATHY	110-00-21905-000-000	BEACH HOUSE-7/16/11	300.00
107472	7/20	ANDERSON, SHIRLY	110-00-44304-000-000	DUPLICATE PAYMENT	15.00
107473	7/20	ST JOSEPH 91 REUNION	110-00-46501-000-000	CANCEL-SIMMONS 8/20	50.00
107474	7/20	GELICHE, TONY	110-01-51701-261-000	06/11 36 MILES	18.36
107475	7/20	JORDAN, BILL	520-09-50101-367-000	2011 UNIFORM ALLOW	120.01
107476	7/20	GONZALEZ, REYNALDO	520-09-50101-367-000	2011 UNIFORM ALLOW	73.85
107477	7/20	KUNZ, JOSHUA	110-09-56405-166-000	PPD INSTALLMENT	1,265.33
107478	7/20	POTTER, JACK	520-09-50101-367-000	2011 UNIFORM ALLOW	16.86
107479	7/20	GARRETT, BARBARA	520-09-50101-367-000	2011 UNIFORM ALLOW	28.49
107480	7/20	MARTI, JESUS	520-09-50101-367-000	2011 UNIFORM ALLOW	31.56
107481	7/22	BINDELLI BROTHERS, INC	110-09-56501-259-569	07/11 5821 4 AVE	390.00
			110-09-56501-259-569	07/11 1822 34 ST	240.00
			110-09-56501-259-569	07/11 7823 31 AVE BO	92.12
			110-09-56501-259-569	07/11 5821 4 AVE	60.00
			110-09-56501-259-569	07/11 4057 29 AVE	60.00
				..... CHECK TOTAL	842.12

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107482	7/22	VIKING ELECTRIC SUPPLY	420-11-51102-583-000	6/11-MB REMODEL ELEC	11.83
107483	7/22	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000 520-09-50201-231-000	4/11-TD MISC. ITEMS 7/11-TD CREDIT MISC. CHECK TOTAL	390.00 150.00CR 240.00
107484	7/22	HWY C SERVICE	110-05-55109-344-000	MAGNUM GATORLINE	754.30
107485	7/22	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	06/11 FD MEDICAL SUP 06/11 FD MEDICAL SUP CHECK TOTAL	436.88 368.21 241.10 204.30 136.42 130.53 87.90 7.63 1,612.97
107486	7/22	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	6/11 CONCRETE/MATRL	5,213.39
107487	7/22	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	07/22/11 CITY HRLY 07/22/11 WATER HRLY 07/22/11 MUSEUM HRLY CHECK TOTAL	13,730.19 4,112.60 205.00 18,047.79
107488	7/22	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000 110-09-56405-161-000	06/11 DRUGS 6/25/11 A LOPEZ CHECK TOTAL	398.09 15.60 413.69
107489	7/22	KENOSHA NEWS	110-00-21104-000-000 110-00-21104-000-000 110-00-21104-000-000 110-00-21104-000-000 110-00-21104-000-000	6/11 BEER/LIQUOR RNW 06/11 BRAGADOS LIC. 06/11 R & V DEVLPMT 06/11 ECW INC LICNSE 06/11 CHED LICENSE CHECK TOTAL	58.29 49.57 43.75 43.75 40.83 236.19
107490	7/22	KENOSHA UNIFIED SCHOOL	110-00-41201-999-000	2010 MOBILE HOME TX	61,262.30
107491	7/22	M A TRUCK PARTS	630-09-50101-393-000 501-09-50105-235-000 110-05-55109-344-000	6/11-CE MATERIALS/SU 6/11-SW MATERIALS/SU 6/11-PA MATERIALS/SU CHECK TOTAL	1,226.88 542.65 35.50 1,805.03

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107492	7/22	SHOPKO DEPT. STORE	110-02-52203-382-000	6/11-FD#7 MERCHANDIS	65.91
107493	7/22	LORENZ TOPSOIL	110-05-55109-353-000	PULVERIZED TOPSOIL	110.00
			110-05-55109-353-000	PULVERIZED TOPSOIL	69.00
			524-05-50101-353-000	PULVERIZED TOPSOIL	30.00
				..... CHECK TOTAL	209.00
107494	7/22	KENOSHA COUNTY	110-00-43492-999-000	2010 MUNI SRVC PYMT	43,000.00
107495	7/22	WILLKOMM INC., JERRY	630-09-50101-392-000	6/11-SE DIESEL FUEL	24,552.00
107496	7/22	WE ENERGIES	110-05-55102-221-000	#28 06/08-06/29	1,538.48
			110-05-55109-221-000	#28 06/07-07/07	995.81
			524-05-50101-221-000	#28 06/06-07/06	972.06
			110-05-55109-221-000	#28 06/06-07/06	755.48
			110-03-53109-221-000	#28 06/07-07/07	715.42
			110-03-53109-221-000	#28 06/06-07/06	462.85
			110-05-55102-221-000	#28 06/07-07/07	290.99
			110-03-53109-221-000	#28 06/02-07/04	233.67
			110-03-53103-221-000	#28 06/02-07/04	215.99
			110-03-53109-221-000	#28 06/08-07/07	152.19
			110-03-53109-221-000	#28 06/05-07/05	117.46
			110-05-55108-221-000	#28 06/08-07/10	98.46
			110-05-55109-221-000	#28 06/08-07/10	91.73
			524-05-50101-222-000	#28 06/06-07/06	66.77
			110-05-55102-221-000	#28 06/07-07/06	45.62
			110-05-55109-221-000	#28 06/03-07/05	36.20
			110-03-53109-221-000	#28 06/07-07/06	21.30
			110-05-55109-222-000	#28 06/06-07/06	20.31
			110-05-55109-222-000	#28 05/08-07/07	17.40
			110-05-55102-221-000	#28 06/08-07/08	16.29
			110-05-55103-222-000	#28 06/02-07/04	14.77
			110-05-55109-221-000	#28 06/06-07/05	11.43
			110-05-55109-221-000	#28 06/08-07/11	10.39
			110-05-55109-222-000	#28 06/08-07/10	9.28
			110-05-55109-222-000	#28 06/05-07/05	8.70
			110-05-55108-221-000	#28 06/06-07/06	8.16
			110-05-55102-221-000	#28 06/06-07/06	8.03
			521-09-50101-221-000	#28 06/02-06/30	7.81
			110-05-55109-221-000	#28 05/08-07/07	28.70CR
				..... CHECK TOTAL	6,914.35

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107497	7/22	LEITCH PRINTING CORPORATION	110-03-53101-311-000	06/11 NO PARK SIGNS	513.00
107498	7/22	UNITED STATES TREASURY	110-00-21581-000-000 110-00-21581-000-000	7/22/11 BODGANOVICH 07/22/11 G GRANADO CHECK TOTAL	105.34 100.00 205.34
107499	7/22	REINDERS INC.	630-09-50101-393-000	6/11-SE#3057 PARTS/S	326.06
107500	7/22	AMERICAN BOTTLING CO.	524-05-50101-397-000 524-05-50101-397-000	6/11-GO SOFT DRINKS 7/11-GO SOFT DRINKS CHECK TOTAL	90.00 65.00 155.00
107501	7/22	SOUTHPORT VACUUM	110-02-52203-382-000	REPAIR-FD#5	38.55
107502	7/22	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52103-365-000 110-02-52109-365-000 110-02-52103-365-000	BATON: MP26 POLY PUNCH II STREAMER HOLDER: .5-OZ M-1, BATON STOP DRUG TEST KIT: PRICING CORRECTION CHECK TOTAL	660.00 349.50 107.50 70.00 49.98 25.00CR 1,211.98
107503	7/22	C.J.W., INC.	524-05-50101-397-000 524-05-50101-397-000	6/11-GO CONSUMABLE M 6/11-GO RETURN MERCH CHECK TOTAL	96.00 26.00CR 70.00
107504	7/22	PORT-A-JOHN, INC.	524-05-50101-282-000	7/11-PORTABLE UNITS	105.00
107505	7/22	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	5/11-TD TIRE LEASE	4,391.97
107506	7/22	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21614-000-000 110-00-21514-000-000	07/22/11 HRLY DEDCT 07/22/11 HRLY DEDCT 07/22/11 HRLY DEDCT 07/22/11 HRLY DEDCT 07/22/11 HRLY DEDCT CHECK TOTAL	30,160.69 13,724.39 9,297.15 3,697.36 3,697.22 60,576.81
107507	7/22	THREE T'S TRUCKING INC	405-11-51010-219-000 403-11-51104-589-000	06/11 HAUL TOPSOIL 06/11 HAUL TOPSOIL CHECK TOTAL	8,319.75 2,890.75 11,210.50

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107508	7/22	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	07/11 CT ARMORED CAR	297.44
107509	7/22	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000	6/11-SW TOOLS/SUPPLI	300.00
107510	7/22	BOYS & GIRLS CLUB OF KENOSHA	222-09-50101-295-000	PARADE BANNER CARR	320.00
107511	7/22	HOLLAND SUPPLY, INC.	521-09-50101-344-000	6/11-AR HYDRAULIC FI	18.25
107512	7/22	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	07/22/11 B GARRETT	121.13
107513	7/22	WETLAND & WATERWAY CONSULT.	403-11-51106-589-000	PROFESSIONAL SERVIC	8,791.90
107514	7/22	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	06/11 PD-ENVELOPES	216.00
			110-02-52601-311-000	06/11 DH-INSPECT CRD	46.00
				..... CHECK TOTAL	262.00
107515	7/22	T-MOBILE	631-09-50101-226-000	06/11 WIRELESS CARD	42.19
107516	7/22	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	07/11 FD PARTS/MATER	784.00
			110-02-52203-344-000	07/11 FD PARTS/MATER	512.00
				..... CHECK TOTAL	1,296.00
107517	7/22	SERWE IMPLEMENT	630-09-50101-393-000	6/11-SE#2235 PARTS/S	341.28
107518	7/22	TOWN OF SOMERS	110-00-43492-999-000	2010 MUNI SRVC PYMT	41,709.69
107519	7/22	AECOM TECHNICAL SERVICES INC	420-11-50904-219-000	5-6/11 GRANT PREPRTN	920.37
			420-11-50804-219-000	5-6/11 GRANT PREPRTN	226.29
				..... CHECK TOTAL	1,146.66
107520	7/22	SELECT SOUND SERVICE INC.	110-02-52203-235-000	PAGING AMPLIFIER	1,279.00
107521	7/22	DOOLEY & ASSOCIATES	760-09-50101-219-000	KCM MARKETING SRVC	295.00
107522	7/22	SAM'S CLUB	524-05-50101-397-000	6/11 MERCHANDISE	948.70
107523	7/22	GFI GENFARE	520-09-50201-347-000	6/11-TD PARTS	99.74
			520-09-50201-347-000	6/11-TD PARTS	38.78
				..... CHECK TOTAL	138.52

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107524	7/22	HUMANA CLAIMS	611-09-50101-155-527	07/20/11 MED CLAIMS	31,022.30
			611-09-50101-155-527	07/21/11 PHARMACY	8,206.74
			611-09-50101-155-527	07/20/11 PHARMACY	5,116.26
			611-09-50101-155-527	07/21/11 MED CLAIMS	3,425.43
				..... CHECK TOTAL	47,770.73
107525	7/22	SCHREIBER ANDERSON ASSOC.	405-11-51117-219-000	GRANT PREP - TASK #4	3,851.10
107526	7/22	HUMANA INSURANCE CO	611-09-50101-155-517	07/11 PREMIUM	71,449.20
			611-09-50101-155-518	07/11 PREMIUM	29,485.70
			611-09-50101-155-519	07/11 PREMIUM	4,877.20
			611-09-50101-155-518	06/11 ADJ	6.33
			611-09-50101-155-519	06/11 ADJ	32.88CR
			611-09-50101-155-518	07/11 PREMIUM	60.96CR
			611-09-50101-155-525	06/11 ADJ	63.75CR
			611-09-50101-155-518	06/11 ADJ	200.28CR
			611-09-50101-155-517	06/11 ADJ	481.68CR
			611-09-50101-155-518	06/11 ADJ	1,304.75CR
				..... CHECK TOTAL	103,674.13
107527	7/22	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	07/22/11 L SAYLOR	38.27
107528	7/22	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	7/22/11 CHRISTERSON	133.78
107529	7/22	MALSACK, J	110-09-56501-259-570	7/11 1740 BIRCH-GRS	294.50
			110-09-56501-259-570	7/11 5210 58 ST-GRS	281.44
			110-09-56501-259-570	7/11 7611 28 AV-GRS	237.50
			110-09-56501-259-570	7/11 2723 71 ST-GRS	184.77
			110-09-56501-259-570	7/11 2017 74 PL-GRS	178.12
			110-09-56501-259-570	7/11 3922 75 ST-GRS	107.35
				..... CHECK TOTAL	1,283.68
107530	7/22	BARNES DISTRIBUTION	520-09-50201-347-000	06/11 TD SHOP SUPPLI	312.07
			520-09-50201-347-000	07/11 TD SHOP SUPPLI	213.51
			110-02-52203-344-000	07/11 FD SUPPLIES/RE	174.93
				..... CHECK TOTAL	700.51
107531	7/22	UNITED STATES PLASTIC CORP.	110-03-53107-344-000	35-GAL OPEN HEAD DRM	1,642.13
			110-03-53107-344-000	35-GALLON O-HD DRUM	143.26
				..... CHECK TOTAL	1,785.39

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107532	7/22	KARL STORZ ENDOSCOPY-AMERICA	414-11-51101-545-000	VIDEO LARYNGOSCOPE	23,000.00
			709-09-50101-369-000	VIDEO LARYNGOSCOPE	11,664.00
			709-09-50101-369-000	VIDEO LARYNGOSCOPE	11,504.50
				..... CHECK TOTAL	46,168.50
107533	7/22	AUTUMN SUPPLY	520-09-50201-246-000	06/11 TD PARTS AND M	329.82
107534	7/22	FASTENAL COMPANY	521-09-50101-375-000	07/11 AR TOOLS OR MA	28.46
			521-09-50101-344-000	07/11 AR TOOLS OR MA	18.50
			520-09-50201-317-000	06/11 TD TOOLS OR MA	3.22
				..... CHECK TOTAL	50.18
107535	7/22	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	7-9/11 ELEVATOR MAIN	117.24
107536	7/22	OSI ENVIRONMENTAL INC	110-03-53117-253-000	06/11 WA REMOVAL SER	1,016.25
			110-03-53117-253-000	06/11 WA REMOVAL SER	891.25
			110-03-53117-253-000	06/11 WA REMOVAL SER	102.00
				..... CHECK TOTAL	2,009.50
107537	7/22	CDW-G	110-02-52206-362-000	DOCUMENT SCANNER	350.40
			110-01-51102-539-000	06/11 DP COMPUTER EQ	132.82
				..... CHECK TOTAL	483.22
107538	7/22	AT&T	110-01-51801-225-000	07/11 653-8297	39.85
107539	7/22	MENARDS (KENOSHA)	110-05-55109-249-000	6/11-BEAVER POND MER	131.78
			110-05-55109-361-000	4/11-PA MERCHANDISE	123.59
			110-05-55109-344-000	3/11-PA MERCHANDISE	72.91
			520-09-50401-246-000	6/11-TD MERCHANDISE	69.12
			420-11-51102-583-000	6/11-MB REMODEL MERC	66.46
			110-03-53103-344-000	4/11-ST MERCHANDISE	60.21
			110-02-52203-246-000	6/11-FD#7 MERCHANDIS	44.96
			110-03-53109-361-000	6/11-ST MERCHANDISE	39.98
			521-09-50101-246-000	6/11-AR MERCHANDISE	24.98
				..... CHECK TOTAL	633.99
107540	7/22	CRYSTAL'S, S J	110-02-52206-367-000	06/11 FD-UNIFORMS	120.00
			110-02-52206-367-000	05/11 FD-UNIFORMS	35.00
				..... CHECK TOTAL	155.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107541	7/22	SUTPHEN CORPORATION	110-02-52203-344-000	06/11 TRK #7 PARTS/S	231.16
107542	7/22	TOTAL CYCLERY	110-02-52103-344-000 110-02-52103-344-000	06/11 #13 BICYCLE RE 06/11 #14 BICYCLE RE CHECK TOTAL	50.12 35.68 85.80
107543	7/22	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	7/11-GO BEER/SOFT DR	108.85
107544	7/22	BELLE CITY FIRE EXTINGUISHER	501-09-50105-259-000 110-03-53103-259-000 110-02-52103-389-000	6/11 SW-EXTINGUISHER 6/11 ST-EXTINGUISHER 6/11 PD-EXTINGUISHER CHECK TOTAL	414.68 414.67 77.15 906.50
107545	7/22	WIS SCTF	110-00-21581-000-000	07/22/11 HRLY DEDCT	1,300.65
107546	7/22	PREVOST CAR (US) INC	520-09-50201-347-000	6/11-TD BUS PARTS	10.00
107547	7/22	TIME WARNER CABLE	761-09-50101-225-000	7/09-8/08 PHONE SRVC	56.98
107548	7/22	ARAMARK	110-01-51801-246-000 520-09-50202-246-000 110-03-53116-246-000 632-09-50101-246-000 110-05-55109-246-000	6/11 MB-ENTRANC MATS 6/11 TD-ENTRANC MATS 6/11 WA-ENTRANC MATS 6/11 SE-ENTRANC MATS 6/11 PA-ENTRANC MATS CHECK TOTAL	147.42 62.46 60.00 24.00 22.68 316.56
107549	7/22	PARCEL & BUSINESS SOLUTIONS	110-01-51306-312-000 520-09-50106-311-000 110-01-51306-312-000 520-09-50301-311-000	5/11-PD UPS SERVICES 5/11-TD UPS SERVICES 5/11-FD UPS SERVICES 5/11-TD UPS SERVICES CHECK TOTAL	73.10 34.15 22.80 14.49 144.54
107550	7/22	MILWAUKEE SPRING &	630-09-50101-393-000	06/11 #1858 PARTS &	724.84
107551	7/22	SPEEDWAY LLC	110-00-44709-000-000	BARTENDER LICENSE	50.00
107552	7/22	AFLAC	110-00-21535-000-000 110-00-21535-000-000 110-00-21536-000-000 110-00-21536-000-000	06/11 SAL DEDUCTS 6/17-7/08 HRLY DEDCT 06/11 SAL DEDUCTS 6/17-7/08 HRLY DEDCT CHECK TOTAL	2,023.39 614.64 285.68 283.20 3,206.91

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107553	7/22	JANI-KING OF MILWAUKEE	633-09-50101-243-000	7/11-JANITORIAL SERV	1,084.00
			633-09-50101-243-000	6/11-JANITORIAL SERV	1,084.00
				..... CHECK TOTAL	2,168.00
107554	7/22	RED THE UNIFORM TAILOR	110-02-52206-367-000	6/11 FD-UNIFORMS	241.50
			110-02-52103-367-000	6/11 POLICE UNIFORMS	240.80
			110-02-52206-367-000	6/11 FD-UNIFORMS	145.00
			110-02-52206-367-000	6/11 FD-UNIFORMS	145.00
			110-02-52103-367-000	6/11 POLICE UNIFORMS	131.90
			110-02-52103-367-000	4/11 POLICE UNIFORMS	81.90
			110-02-52103-367-000	4/11 POLICE UNIFORMS	79.75
			110-02-52206-367-000	6/11 FD-UNIFORMS	72.50
			110-02-52206-367-000	6/11 FD-UNIFORMS	72.50
				..... CHECK TOTAL	1,210.85
107555	7/22	SPECTERA, INC.	110-00-21534-000-000	06/11 DEDUCTS	1,602.23
107556	7/22	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/19/11 J SCHRANDT	3,177.39
107557	7/22	KENOSHA RADIOLOGY CENTER	110-09-56405-161-000	6/19/11 J SCHRANDT	718.98
107558	7/22	IOD INCORPORATED	110-02-52102-219-000	#10-059491 MED REC	62.65
			110-02-52102-219-000	MEDICAL RECORDS	36.07
			110-02-52102-219-000	MEDICAL RECORDS	31.42
			110-02-52102-219-000	MEDICAL RECORDS	26.64
			110-02-52102-219-000	MEDICAL RECORDS	24.37
			110-02-52102-219-000	MEDICAL RECORDS	20.25
	..... CHECK TOTAL	201.40			
107559	7/22	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/16/11 E WEIDNER	193.80
107560	7/22	WHEATON FRANCISCAN MED GRP	110-09-56405-161-000	6/18/10 D PALMER	40.57
107561	7/22	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	12/4/10 J PETERSON	1,477.23
107562	7/22	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	3/21/11 T LEWIS	4,582.19
107563	7/22	GENEX SERVICES INC	110-09-56405-161-000	6/13/11 M POLOVINA	682.28
107564	7/22	SHEFFIELD PHARMACY	110-09-56405-161-000	12/4/10 J PETERSON	787.36

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107565	7/22	BOATHOUSE PUB & EATERY, INC	222-09-50101-295-000	PARADE VOL LUNCHEON	257.27
107566	7/22	NORTHWEST TITLE AGENCY, INC	110-00-21106-000-000	2010 TAX 7829 22 AV	3.28
107567	7/22	HUBER, DAVID & TONI	110-00-21106-000-000	2010 RE TAX OVERPAY	58.11
107568	7/22	NAGASE, SUMIAKI	110-00-21106-000-000	2010 RE TAX OVERPAY	43.33
107569	7/22	LOIS, AUDREY M	110-00-21106-000-000	2010 TAX 1407 35 AV	14.76
107570	7/22	VAUGHN, STEVEN & JOAN	110-00-21106-000-000	2010 RE TAX OVERPAY	28.65
107571	7/22	BOUTCHKOVITCH, BOHDAN AND	110-00-21106-000-000	2010 RE TAX OVERPAY	167.40
107572	7/22	BERGQUIST, RAY L JR	110-00-21106-000-000	2010 RE TAX OVERPAY	28.27
107573	7/22	SANTELLI, DANIEL	110-02-52201-263-000	KFD LUNCHEON	126.32
107574	7/22	BURSEK, RONALD	110-03-53101-261-000	6/11 287 MILES	146.37
			110-03-53101-261-000	7/11 172 MILES	95.46
				..... CHECK TOTAL	241.83
107575	7/22	BILLINGSLEY, SHELLY	493-11-50101-219-000	6/27/11 51 MILES	54.06
107576	7/22	BOSMAN, KEITH	110-01-51301-341-000	GAS PURCHASED	32.00
107577	7/27	ABILITY GLASS & HOME IMP	286-06-50302-259-000	#5301312 - WINDOWS	382.14
			286-06-50302-259-000	#5301312 - WINDOWS	260.52
				..... CHECK TOTAL	642.66
107578	7/27	BLONER, JOHN JR	761-09-50101-264-000	WEB DOMAIN REG	228.00
107579	7/27	NEW FLYER	520-09-50201-347-000	07/11 BUS PARTS	1,406.79
107580	7/27	RNOW, INC.	630-09-50101-393-000	07/11 PARTS/MATERIAL	1,470.54
107581	7/27	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	5/11-PA ELECTRICAL M	20.75
			110-05-55109-248-000	6/11-PA ELECTRICAL M	10.97
				..... CHECK TOTAL	31.72

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
107582	7/27	BUMPER TO BUMPER	630-09-50101-393-000	6/11-CE PARTS/MATERI	1,851.88			
			632-09-50101-361-000	6/11-SE PARTS/MATERI	548.74			
			520-09-50201-317-000	6/11-TD PARTS/MATERI	296.43			
			110-03-53103-344-000	6/11-ST PARTS/MATERI	254.48			
			520-09-50201-347-000	6/11-TD PARTS/MATERI	125.88			
			110-05-55109-361-000	6/11-PA PARTS/MATERI	93.49			
			520-09-50106-341-000	6/11-TD PARTS/MATERI	40.13			
			110-05-55109-344-000	6/11-PA PARTS/MATERI	14.41			
			206-02-52205-344-000	6/11-FD PARTS/MATERI	12.54			
			110-02-52203-344-000	6/11-FD PARTS/MATERI	12.54			
			110-05-55109-235-000	6/11-PA PARTS/MATERI	7.79			
						 CHECK TOTAL	3,258.31
			107583	7/27	HWY C SERVICE	520-09-50106-341-000	6/11-TD SERVICE/PART	70.94
						110-05-55109-344-000	7/11-PA SERVICE/PART	58.00
110-05-55109-344-000	7/11-PA SERVICE/PART	45.28						
110-05-55109-344-000	7/11-PA SERVICE/PART	31.68						
110-03-53103-235-000	6/11-ST SERVICE/PART	10.00						
					 CHECK TOTAL	215.90	
107584	7/27	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	7/11-AR ELECTRICAL S	235.52			
			521-09-50101-375-000	7/11-AR ELECTRICAL S	226.00			
			521-09-50101-375-000	7/11-AR ELECTRICAL S	226.00			
			110-05-55108-248-000	6/11-PA ELECTRICAL S	213.05			
			110-05-55109-248-000	6/11-PA ELECTRICAL S	62.16			
			110-05-55109-248-000	7/11-PA ELECTRICAL S	54.85			
			110-05-55109-248-000	6/11-PA ELECTRICAL S	54.85			
			110-05-55109-248-000	6/11-PA ELECTRICAL S	31.08			
			110-05-55109-248-000	6/11-PA ELECTRICAL S	31.08			
			110-05-55111-249-000	7/11-PA ELECTRICAL S	21.03			
			110-02-52203-246-000	6/11-FD#7 ELECTRICAL	13.42			
						 CHECK TOTAL	1,169.04
			107585	7/27	PALMEN BUICK	630-09-50101-393-000	06/11 CE PARTS & MAT	1,015.49
110-02-52203-344-000	06/11 FD REPAIR PART	110.88						
					 CHECK TOTAL	1,126.37	
107586	7/27	M A TRUCK PARTS	206-02-52205-344-000	06/11 FD MATERIALS &	1,600.03			
			110-02-52203-361-000	06/11 FD MATERIALS &	1,582.08			
			110-02-52203-344-000	06/11 FD MATERIALS &	1,437.00			
			520-09-50201-347-000	06/11 TD MATERIALS &	510.85			
			520-09-50401-347-000	06/11 TD MATERIALS &	280.76			
						 CHECK TOTAL	5,410.72

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107587	7/27	SHERWIN WILLIAMS CO.	420-11-51102-583-000	06/11 MB REMODEL PAI	119.75
107588	7/27	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	06/11 TIRE REPAIR SE	1,711.89
107589	7/27	RODE'S CAMERA	501-09-50105-388-000	06/11 SW SUPPLIES/PR	4.99
107590	7/27	SIMPLEX GRINNELL	521-09-50101-246-000	REPAIR VAC. PUMP	306.50
107591	7/27	VULCAN MATERIALS COMPANY	501-09-50105-354-000	6/11-SW AGGREGATE MA	4,798.41
107592	7/27	WIS DEPT OF REVENUE	110-00-21512-000-000	7/1-15/11 DEDUCTS	131,326.33
107593	7/27	WE ENERGIES	286-06-50302-259-000	#5301384 UTILITIES	101.34
			286-06-50202-259-000	#5301368 UTILITIES	73.46
			286-06-50212-259-000	#5301333 UTILITIES	58.87
			286-06-50211-259-000	#5301374 UTILITIES	57.66
			461-11-51001-581-000	4702 36 AV - UTILS	48.14
			758-09-50106-259-850	5/12-6/13 UTILITIES	35.72
			286-06-50205-259-000	#5301339 UTILITIES	28.46
			286-06-50203-259-000	#5301344 UTILITIES	27.88
			286-06-50206-259-000	#5294809 UTILITIES	27.67
			286-06-50209-259-000	#5294805 UTILITIES	27.59
			286-06-50208-259-000	#5294802 UTILITIES	27.39
			286-06-50207-259-000	#5294807 UTILITIES	26.38
			286-06-50210-259-000	#5301377 UTILITIES	25.22
			284-06-50302-259-000	#5301382 UTILITIES	23.49
			758-09-50110-259-850	5/26-6/27 UTILITIES	21.69
			286-06-50213-259-000	#5301381 UTILITIES	20.86
			461-11-51001-581-000	4702 36 AVE - UTILS	9.22
				..... CHECK TOTAL	641.04
107594	7/27	REINDERS INC.	110-05-55109-344-000	5/11-PA PARTS/SERVIC	532.03
			110-05-55109-344-000	5/11-PA PARTS/SERVIC	292.85
			524-05-50101-344-000	6/11-PA PARTS/SERVIC	29.77
				..... CHECK TOTAL	854.65
107595	7/27	AMERICAN BOTTLING CO.	524-05-50101-397-000	7/11-GO SOFT DRINKS	197.50
107596	7/27	THELEN SAND & GRAVEL	110-05-55102-354-000	06/11 BASEBALL MIX	655.22

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107597	7/27	WEST GROUP	110-01-50301-322-000	06/11 ONLINE MATERIA	715.65
			110-01-50301-322-000	06/11 SUBSCRIPTIONS	113.50
				..... CHECK TOTAL	829.15
107598	7/27	WIS FUEL & HEATING INC	630-09-50101-392-000	7/11-SE DIESEL FUEL	25,885.80
			630-09-50101-393-000	7/11-CE LUBRICANTS/O	1,753.50
			630-09-50101-393-000	7/11-CE LUBRICANTS/O	521.05
				..... CHECK TOTAL	28,160.35
107599	7/27	C.J.W., INC.	524-05-50101-397-000	7/11-GO CONSUMABLE M	78.50
107600	7/27	DON'S AUTO PARTS	630-09-50101-393-000	06/11 SE #1858 PARTS	415.14
			521-09-50101-375-000	06/11 AR PARTS & MAT	208.99
			630-09-50101-393-000	06/11 SE #2624 PARTS	181.56
			630-09-50101-393-000	07/11 SE #1994 PARTS	33.82
				..... CHECK TOTAL	839.51
107601	7/27	R & J WINDOW CLEANING, CO.	110-01-51801-243-000	WINDOW CLEANING	2,006.00
			110-01-51801-243-000	WINDOW CLEANING	376.00
				..... CHECK TOTAL	2,382.00
107602	7/27	CHASE BANK KENOSHA	761-00-21513-000-000	06/11 KCM DEDUCTS	580.00
			761-09-50101-158-000	06/11 KCM DEDUCTS	336.43
			761-00-21511-000-000	06/11 KCM DEDUCTS	227.90
			761-09-50101-158-000	06/11 KCM DEDUCTS	78.68
			761-00-21514-000-000	06/11 KCM DEDUCTS	78.68
				..... CHECK TOTAL	1,301.69
107603	7/27	AT&T	110-01-51801-225-000	5-7/31 605-9294	125.26
107604	7/27	OFFICEMAX	110-02-52201-311-000	07/11 FD #1866 OFFC	486.57
			520-09-50106-311-000	06/11 TD #1847 OFFC	109.86
			520-09-50106-311-000	06/11 TD #1856 OFFC	94.54
			110-02-52103-311-000	06/11 PD #1861 OFFC	55.02
			110-01-51101-311-000	06/11 FN #1863 OFFC	38.52
			222-09-50101-295-000	06/11 AD #1864 OFFC	19.32
			520-09-50106-311-000	06/11 TD #1847 OFFC	12.88
			520-09-50106-311-000	06/11 TD #1847 OFFC	6.44
			222-09-50101-295-000	07/11 AD #1864 OFFC	3.72
			520-09-50106-311-000	06/11 TD #1847 RETRNR	10.12CR
			520-09-50106-311-000	06/11 TD #1847 RETRNR	12.88CR
			520-09-50106-311-000	07/11 TD #1847 OFFC	36.51CR
			520-09-50106-311-000	07/11 TD #1856 RETRNR	65.36CR
				..... CHECK TOTAL	702.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107605	7/27	MAXIMUS PAINTING CO, LLC	286-06-50302-259-000	#5301326 - PAINTING	700.00
107606	7/27	SWARTZ NURSERIES	110-05-55109-353-000	6/11-PA PLANT MATERI	417.00
107607	7/27	PAT'S SERVICES, INC.	110-05-55109-249-000	PENNOYER/SIMMONS	370.00
107608	7/27	JOHNSON PAINTING	254-06-50448-259-000 463-11-50601-589-000	#5300890 REHAB 1110 57 ST - REHAB CHECK TOTAL	5,000.00 3,245.00 8,245.00
107609	7/27	PETCO ANIMAL SUPPLIES	213-09-50101-381-000 213-09-50101-381-000 213-09-50101-381-000	6/11-PD PET SUPPLIES 6/11-PD PET SUPPLIES 5/11-PET SUPPLIES/FO CHECK TOTAL	91.29 60.45 56.69 208.43
107610	7/27	PITNEY BOWES	110-01-51306-311-000	06/11 SUPPLIES MAIL	87.54
107611	7/27	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-344-000 110-05-55109-344-000	6/11-PA PARTS 6/11-PA PARTS CHECK TOTAL	163.97 39.51 203.48
107612	7/27	LEE PLUMBING, INC.	110-05-55109-246-000 110-05-55109-249-000 110-05-55111-246-000 110-05-55109-249-000	PARK FIELD OFFICE AC TEST RPZ-6-BANDSHELL ANDERSON POOL BLDG TEST RPZ-POERIO CHECK TOTAL	251.50 188.00 170.00 150.50 760.00
107613	7/27	INVESTORS PROPERTY SERVICES	463-11-50601-589-000	6608 5TH AVE REHAB	1,065.00
107614	7/27	MIAND, INC.	222-09-50101-291-000	FIREWORKS	41,300.00
107615	7/27	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000 630-09-50101-393-000	6/11-SE#2885 SERVICE 7/11-SE SERVICES/PAR CHECK TOTAL	825.00 375.00 1,200.00
107616	7/27	AT&T	110-01-51801-225-000	06/11 ONE NET	1.06
107617	7/27	RUEKERT & MIELKE, INC.	409-11-51001-219-000 403-11-51002-588-000	5/21-6/17 CONSTRUCTI 4/23-6/17 SEWER INSP CHECK TOTAL	14,629.31 1,867.26 16,496.57

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107618	7/27	MEYER'S PRESSURE CLEANERS	632-09-50101-389-000	QUICK COUPLER	19.95
107619	7/27	US CELLULAR	631-09-50101-226-000	07/11 EN-CELL AIRTM	98.35
			501-09-50103-226-000	5/11 & 7/11 INTERNET	81.42
			110-01-51801-226-000	07/11 MB-CELL AIRTM	79.11
			631-09-50101-226-000	07/11 EN-CELL SERVC	6.00
			110-01-51801-226-000	07/11 MB-CELL SERVC	6.00
			520-09-50401-227-000	07/11 TD-CELL SERVC	3.00
			520-09-50401-227-000	07/11 TD-CELL AIRTM	.74
				..... CHECK TOTAL	274.62
107620	7/27	WASTE MANAGEMENT OF WI	110-03-53117-253-416	07/11 1225.67 TONS	26,964.74
			110-03-53117-253-416	07/11 WDNR TONNAGE	15,933.71
			110-03-53117-253-417	07/11 144.96 TONS	3,189.12
			110-03-53117-253-417	07/11 20-CMPCT PULLS	3,160.00
			110-03-53117-253-416	07/11 FUEL SURCHARGE	1,933.28
			110-03-53117-253-417	07/11 WDNR TONNAGE	1,884.48
			110-03-53117-253-417	07/11 FUEL SURCHARGE	457.88
			110-03-53117-253-416	07/11 ENVIRO SURCHG	342.00
			110-03-53117-253-417	07/11 ENVIRO SURCHG	120.00
				..... CHECK TOTAL	53,985.21
107621	7/27	GUSTIN CONSTRUCTION	254-06-50496-259-000	#5301390 REHAB	3,376.00
107622	7/27	MALSACK, J	463-11-50902-219-000	7/11 WEED/GRASS "A"	1,109.17
			401-11-50912-581-000	7/11 WEED/GRASS "C"	892.50
			461-11-51001-581-000	7/11 WEED/GRASS "B"	742.50
			286-06-50210-259-000	#5294820 GRASS	36.00
			284-06-50302-259-000	#5294821 GRASS	36.00
			286-06-50213-259-000	#5294824 GRASS	26.00
			286-06-50209-259-000	#5294836 GRASS	26.00
			286-06-50208-259-000	#5294811 GRASS	26.00
			286-06-50207-259-000	35294815 GRASS	26.00
			286-06-50206-259-000	#5294819 GRASS	26.00
			286-06-50205-259-000	#5294827 GRASS	26.00
				..... CHECK TOTAL	2,972.17
107623	7/27	JENSEN TOWING	110-02-52103-219-000	7/11-#11-096095 TOWI	15.00
107624	7/27	WEST SHORE MANAGEMENT	461-11-51001-581-000	4702 36TH AVE MGMT	489.01

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107625	7/27	ZEP MANUFACTURING CO.	110-01-51801-382-000	ROLL TOWELS	689.80
			110-01-51801-382-000	HAND SOAP	485.28
			110-01-51801-382-000	ALL PURPOSE CLEANER	138.46
			110-01-51801-382-000	METER MIST	79.88
			110-01-51801-382-000	CARPET SPOT REMOVER	71.68
			110-01-51801-382-000	SYNTHETIC CHAMOIS	39.12
				..... CHECK TOTAL	1,504.22
107626	7/27	HINDS, LARRY	241-09-50101-524-000	PROJECTION SYSTEM	6,809.98
			241-09-50101-524-000	PROJECTION SYSTEM	2,979.99
				..... CHECK TOTAL	9,789.97
107627	7/27	MIDWEST ENGINEERING SERVICES	409-11-51006-589-000	6/11-GEOTECHNICAL SE	2,035.00
			409-11-51006-589-000	6/11-GEOTECHNICAL SE	150.00
				..... CHECK TOTAL	2,185.00
107628	7/27	CPI TECHNOLOGIES, INC.	422-11-50906-527-000	4" X 4" FRAME/PANE	993.00
107629	7/27	TAYLOR SUNSHINE CLEAN LLC	761-09-50101-243-000	7/11 HOUSEKEEPING	753.06
107630	7/27	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	6/11-TD BUS PARTS	97.74
107631	7/27	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD #3079	1,806.16
			110-02-52103-711-000	REPAIR SQUAD #2978	1,194.94
				..... CHECK TOTAL	3,001.10
107632	7/27	MENARDS (KENOSHA)	110-05-55109-361-000	6/11-PA MERCHANDISE	299.00
			110-03-53103-344-000	6/11-ST MERCHANDISE	290.00
			110-03-53103-344-000	6/11-ST MERCHANDISE	230.26
			110-05-55109-382-000	6/11-PA MERCHANDISE	165.54
			520-09-50401-249-000	6/11-TD MERCHANDISE	97.98
			110-05-55109-382-000	6/11-PA MERCHANDISE	86.32
			110-05-55109-246-000	6/11-PA MERCHANDISE	82.34
			110-05-55109-382-000	6/11-PA MERCHANDISE	59.18
			110-01-51801-389-000	6/11-MB MERCHANDISE	44.98
			420-11-51102-583-000	6/11-MB REMODEL MERC	39.71
			110-02-52203-357-000	6/11-FD#4 MERCHANDIS	36.25
			110-02-52203-382-000	6/11-FD#5 MERCHANDIS	17.96
			110-05-55109-389-000	6/11-PA MERCHANDISE	6.96
			110-05-55109-249-000	6/11-PA MERCHANDISE	4.64
				..... CHECK TOTAL	1,461.12

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107633	7/27	SUTPHEN CORPORATION	110-02-52203-344-000	07/11 ENG #4 PARTS/S	359.08
107634	7/27	TOTAL CYCLERY	110-02-52103-367-000	06/11 DUTY GEAR	82.42
			110-02-52103-367-000	06/11 DUTY GEAR	82.42
			110-02-52103-367-000	06/11 DUTY GEAR	82.42
				..... CHECK TOTAL	247.26
107635	7/27	PREVOST CAR (US) INC	520-09-50201-347-000	06/11 BUS PARTS	881.35
			520-09-50201-347-000	06/11 BUS PARTS	5.00
				..... CHECK TOTAL	886.35
107636	7/27	HALLMAN LINDSAY	110-05-55109-244-000	6/11-PA PAINT/PRODUC	187.19
			420-11-51102-583-000	6/11-MB REMODEL PAIN	76.95
			110-05-55102-244-000	6/11-PA PAINT/PRODUC	56.36
				..... CHECK TOTAL	320.50
107637	7/27	STATE OF WISCONSIN	110-02-52107-322-000	2011 REV TRAFFIC DEP	87.30
107638	7/27	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	6/11-MB SECURITY CHE	56.00
107639	7/27	MIDWEST GRAPHICS SERVICES	401-11-51004-586-000	06/11 DOOR HANGERS	233.80
107640	7/27	GILLIG CORPORATION	520-09-50201-347-000	7/11-BUS PARTS	485.18
			520-09-50201-347-000	6/11-BUS PARTS	61.28
				..... CHECK TOTAL	546.46
107641	7/27	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	06/11 FD EXTERMINATI	161.00
			521-09-50101-246-000	06/11 AR EXTERMINATI	70.00
			520-09-50202-246-000	06/11 TD EXTERMINATI	55.00
			521-09-50101-246-000	06/11 AR EXTERMINATI	50.00
			110-01-51801-246-000	06/11 MB EXTERMINATI	32.00
			110-05-55109-246-000	06/11 PA EXTERMINATI	26.00
			110-03-53116-246-000	06/11 WA EXTERMINATI	25.00
			520-09-50401-246-000	06/11 TD EXTERMINATI	24.00
			520-09-50202-246-000	06/11 TD EXTERMINATI	24.00
			110-02-52110-246-000	06/11 PD EXTERMINATI	23.00
				..... CHECK TOTAL	490.00
107642	7/27	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGRK CLEAN WTR	100.83
			110-09-56519-259-000	80TH ST-CLEAN WATER	62.30
			110-09-56519-259-000	80TH ST-CLEAN WATER	15.41
				..... CHECK TOTAL	178.54

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107649	7/27	LANDMARK RESORT	110-02-52107-263-000	6/14-17/11-ANDREOLI	210.00
107650	7/27	RILEY, ELIZABETH L	110-00-21905-000-000	BEACHHOUSE 7/21/11	300.00
107651	7/27	LEHMANN, LORA	110-00-21905-000-000	BEACHHOUSE 7/24/11	300.00
			110-00-21905-000-000	PENNOYER 7/01/11	150.00
				..... CHECK TOTAL	450.00
107652	7/27	FIDELITY NATIONAL TITLE INS	110-00-21109-000-000	6309 12 AV-SPCL ASMT	7.12
107653	7/27	SADER, TOM	401-11-51104-586-000	SIDEWALK REPAIR	420.00
107654	7/27	JOHNSON, CINDY	401-11-51104-586-000	SIDEWALK REPAIR	1,880.00
107655	7/27	MOODY BIBLE INSTITUTE	724-00-21933-000-000	TROSPER-SCHOLARSHIP	750.00
107656	7/27	TILLOTSON, PATRICIA	110-00-46502-000-000	SOUTHPORT 7/23/11	50.00
107657	7/27	BAMBROUGH, BRUCE	110-00-45103-000-000	FINE PYMT V714098	170.00
			110-00-21901-000-000	FINE PYMT V714098	44.20
				..... CHECK TOTAL	214.20
107658	7/27	TORRES, PABLO	110-02-52103-341-000	6/24-26 K-9 TRAINING	33.71
107659	7/27	WITT, JERALD	110-02-52103-367-000	UNIFORM REPAIR	30.23
107660	7/27	PETERSON, JULIE	110-09-56405-166-000	7/3-16/11 PENALTY	244.50
107661	7/27	POTTER, JACK	520-09-50101-367-000	2011 UNIFORM ALLOW	58.03
107662	7/27	CEPRESS, TIMOTHY J	110-01-51303-144-000	TUITION SUMMER 2011	956.00
107663	7/29	YAMAHA MOTOR CORP.	524-05-50101-282-000	8/11-GOLF CARS	2,386.53
107664	7/29	MACHINE SERVICES, INC.	520-09-50201-344-000	STEERING GEAR BOX	625.00
107665	7/29	KRANZ, INC.	630-09-50101-393-000	7/11-SE PRODUCTS	328.92
107666	7/29	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	07/11 CHICO VET EXAM	154.16

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107667	7/29	KENOSHA JOINT SERVICES	110-02-52103-341-000	06/11 PATRL FLT GAS	26,277.15
			110-02-52103-345-000	06/11 PATRL FLT MNT	5,634.05
			110-02-52102-341-000	06/11 DTCTV FLT GAS	4,455.37
			110-02-52102-345-000	06/11 DTCTV FLT MNT	2,653.27
			110-02-52109-341-000	06/11 SCU FLT GAS	1,465.78
			110-02-52103-341-000	06/11 MOTORCYCLE GAS	310.57
			110-02-52101-341-000	06/11 ADMIN FLT GAS	188.35
			110-02-52109-345-000	06/11 K-DOG FLT MNT	170.94
				..... CHECK TOTAL	41,155.48
107668	7/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	07/29/11 CITY SAL	47,280.24
			110-00-21562-000-000	07/29/11 CITY HRLY	13,920.19
			110-00-21562-000-000	07/29/11 WATER SAL	7,977.50
			110-00-21562-000-000	07/29/11 LIBRARY SAL	7,439.00
			110-00-21562-000-000	07/29/11 WATER HRLY	4,112.60
			110-00-21562-000-000	07/29/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	80,934.53
107669	7/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	07/29/11 CITY HRLY	535.78
			110-00-21553-000-000	07/29/11 WATER HRLY	248.55
			110-00-21553-000-000	07/29/11 CITY SAL	222.12
			110-00-21553-000-000	07/29/11 WATER SAL	61.70
			110-00-21553-000-000	07/29/11 MUSEUM HRLY	26.34
				..... CHECK TOTAL	1,094.49
107670	7/29	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	07/11 ANIMAL CONTRL	11,283.57
107671	7/29	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	06/11 PRISONER MAINT	4,536.00
107672	7/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	07/29/11 CITY HRLY	101.41
			110-00-21541-000-000	07/29/11 WATER HRLY	54.20
			110-00-21541-000-000	07/29/11 MUSEUM HRLY	10.00
				..... CHECK TOTAL	165.61
107673	7/29	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/26/11 A LOPEZ	595.49
			110-09-56405-161-000	5/26/11 A LOPEZ	332.11
				..... CHECK TOTAL	927.60
107674	7/29	KENOSHA NEWS	110-01-50101-321-000	07/11 ES-2000 TEST	19.98

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107675	7/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	7/29/11 SAL DEDUCTS	90,411.00
107676	7/29	BADGER TRUCK CENTER	630-09-50101-393-000	06/11 SE PARTS & MAT	197.39
			630-09-50101-393-000	07/11 SE PARTS & MAT	44.72
			630-09-50101-393-000	07/11 SE CREDIT PART	37.20CR
				..... CHECK TOTAL	204.91
107677	7/29	NOTARY BOND RENEWAL SERVICE	110-01-51301-311-000	P LATTERGRASS RENWL	25.00
107678	7/29	NOTARY BOND RENEWAL SERVICE	110-01-51301-311-000	J DITZENBERGER RNWL	25.00
107679	7/29	SHOPKO DEPT. STORE	206-02-52205-382-000	7/11-FD#1 MERCHANDIS	12.57
107680	7/29	WE ENERGIES	110-02-52203-221-000	#29 06/09-07/13	1,044.49
			110-05-55109-221-000	#29 06/09-07/11	1,008.29
			110-03-53109-221-000	#29 06/15-07/19	833.84
			110-03-53109-221-000	#29 06/12-07/12	738.67
			110-03-53109-221-000	#29 06/14-07/14	664.67
			110-02-52203-221-000	#29 06/12-07/12	640.89
			110-05-55102-221-000	#29 06/13-07/13	578.62
			110-03-53109-221-000	#29 06/15-07/15	549.04
			110-05-55109-221-000	#29 06/15-07/17	470.93
			110-03-53109-221-000	#29 06/09-07/12	454.21
			110-05-55109-221-000	#29 06/14-07/14	316.30
			110-03-53109-221-000	#29 05/18-06/21	219.85
			110-03-53109-221-000	#29 06/15-07/17	179.61
			110-05-55102-221-000	#29 06/14-07/14	145.25
			110-03-53103-221-000	#29 06/09-07/11	135.72
			110-03-53109-221-000	#29 06/09-07/11	131.41
			110-02-52203-222-000	#29 06/09-07/11	129.14
			110-05-55109-221-000	#29 06/13-07/13	112.60
			110-03-53116-221-000	#29 06/15-07/17	87.97
			110-02-52203-222-000	#29 06/12-07/12	76.08
			110-05-55109-221-000	#29 06/10-07/12	63.38
			110-05-55109-221-000	#29 06/16-07/18	44.22
			632-09-50101-221-000	#29 06/15-07/17	41.95
			110-05-55109-221-000	#29 06/08-07/10	36.63
			110-03-53109-221-000	#29 06/16-07/18	29.85
			519-09-50106-221-000	#29 06/09-07/11	21.98
			110-05-55109-222-000	#29 06/09-07/11	12.67
			110-05-55109-222-000	#29 06/13-07/13	8.70
			110-01-51802-222-000	#29 912 35TH ST	1.34
				..... CHECK TOTAL	8,778.30

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107681	7/29	WE ENERGIES	461-11-51001-581-000	4702 36TH AV-UTILS	52.93
			461-11-51001-581-000	4702 36TH AV-UTILS	9.18
				..... CHECK TOTAL	62.11
107682	7/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	07/29/11 H TOLBERT	207.30
107683	7/29	UNITED STATES TREASURY	110-00-21581-000-000	7/29/11 CHRISTERSON	374.67
			110-00-21581-000-000	7/29/11 BOGDANOVICH	105.34
			110-00-21581-000-000	07/29/11 G GRANADO	100.00
				..... CHECK TOTAL	580.01
107684	7/29	OAKES & SON, INC., A. W.	401-11-51101-585-000	EST 1-RESURF PHS II	161,427.78
			401-11-51104-586-000	EST 1-SIDEWALK PROGR	86,332.16
			403-11-51101-585-000	EST 1-CURB/GUTTER PR	23,735.68
				..... CHECK TOTAL	271,495.62
107685	7/29	PAYNE & DOLAN INC.	110-03-53103-355-000	6/11-ST ASPHALT MATE	507.04
107686	7/29	REINDERS INC.	110-05-55109-344-000	6/11-PA PARTS/SERVIC	93.97
107687	7/29	WIS FUEL & HEATING INC	630-09-50101-391-000	7/11-SE UNLEADED GAS	29,566.86
			501-09-50105-341-000	7/11-SW LUBRICANTS/O	608.50
			501-09-50104-341-000	7/11-SW LUBRICANTS/O	608.50
				..... CHECK TOTAL	30,783.86
107688	7/29	CAMOSY CONSTRUCTION CO., INC	420-11-50905-589-000	EST 3-SALT STORAGE	42,724.20
107689	7/29	CAMOSY CONSTRUCTION CO., INC	110-00-44809-000-000	ESCROW 1330 52 ST	2,000.00
107690	7/29	PORT-A-JOHN, INC.	110-05-55108-282-000	07/11 PARADE PORTABL	180.00
			110-05-55108-282-000	07/11 LIBRARY PK	180.00
			110-05-55108-282-000	07/11 PARADE PORTABL	70.00
			110-05-55108-282-000	07/11 PARADE PORTABL	50.00
			110-05-55108-282-000	07/11 HARBOR PK PORT	35.00
				..... CHECK TOTAL	515.00
107691	7/29	LARK UNIFORM, INC.	110-02-52103-367-000	7/11-PD#499 UNIFORM	79.95
107692	7/29	AT&T	206-02-52205-227-000	7/10-8/09 DS1 SERVC	900.00
			206-02-52205-227-000	7/10-8/09 DS1 SERVC	588.00
				..... CHECK TOTAL	1,488.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107693	7/29	CHASE BANK KENOSHA	110-00-21513-000-000	0729/11 DEDUCTS	247,008.38
			110-00-21612-000-000	0729/11 DEDUCTS	83,355.41
			110-00-21511-000-000	0729/11 DEDUCTS	56,466.82
			110-00-21614-000-000	0729/11 DEDUCTS	25,025.52
			110-00-21514-000-000	0729/11 DEDUCTS	25,025.49
				..... CHECK TOTAL	436,881.62
107694	7/29	FEDEX	110-01-51306-312-000	7/11-PW EPS SHIPPING	18.06
107695	7/29	OFFICEMAX	110-01-51101-311-000	07/11 FN #1867 OFFC	93.72
			110-02-52601-311-000	07/11 DH #1865 OFFC	86.51
			110-02-52103-311-000	07/11 PD #1862 OFFC	50.85
			110-02-52601-311-000	07/11 DH #1865 OFFC	30.03
				..... CHECK TOTAL	261.11
107696	7/29	CHEMSEARCH	110-05-55109-389-000	PAINT STRIPPER	531.91
107697	7/29	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	7/29/11 SAL DEDUCTS	4,310.00
107698	7/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	7/29/11 SAL DEDUCTS	10,884.00
107699	7/29	SWARTZ NURSERIES	414-11-51002-583-000	LANDSCAPING PLANT	1,499.00
107700	7/29	LINCOLN CONTRACTORS SUPPLY	401-11-51104-586-000	7/11-PW RESURF-STORM	39.80
			501-09-50105-344-000	7/11-SW TOOLS/SUPPLI	30.00
				..... CHECK TOTAL	69.80
107701	7/29	XEROX CORPORATION	110-02-52201-232-000	5/22-6/30/11 SUPPL	49.23
107702	7/29	KPSOA	110-00-21552-000-000	7/29/11 SAL DEDUCTS	825.00
107703	7/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	7/29/11 SAL DEDUCTS	8,187.56
107704	7/29	LOCAL 168	110-00-21551-000-000	7/29/11 SAL DEDUCTS	59.00
107705	7/29	AMAZING BUDABI BROTHERS	222-09-50101-259-909	2011 PIKE RIVER	875.00
107706	7/29	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	07/29/11 B GARRETT	121.13
107707	7/29	NAPA AUTO PARTS CO.	630-09-50101-393-000	06/11 CE PARTS/FILTE	4,160.39
			110-02-52203-344-000	06/11 FD PARTS/FILTE	873.65
			206-02-52205-344-000	06/11 FD PARTS/FILTE	656.83
			110-05-55109-344-000	06/11 PA PARTS/FILTE	513.04
			110-05-55109-361-000	06/11 PA PARTS/FILTE	306.21
			520-09-50201-347-000	06/11 TD PARTS/FILTE	253.75
			110-03-53103-344-000	06/11 ST PARTS/FILTE	144.38
			521-09-50101-344-000	06/11 AR PARTS/FILTE	111.52
			521-09-50101-385-000	06/11 AR PARTS/FILTE	86.45
			110-05-55102-344-000	06/11 PA PARTS/FILTE	34.73

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-341-000	06/11 PA PARTS/FILTE	28.90
			501-09-50105-344-000	06/11 SW PARTS/FILTE	16.63
			520-09-50201-317-000	06/11 TD PARTS/FILTE	12.12
			524-05-50101-344-000	06/11 GO PARTS/FILTE	5.34
			110-05-55109-235-000	06/11 PA PARTS/FILTE	4.31
				..... CHECK TOTAL	7,208.25
107708	7/29	ACCURATE PRINTING CO., INC.	110-01-51901-311-000	07/11 VOTER REGSTRIN	558.00
			110-01-51901-311-000	07/11 ABSENTEE BALLT	204.00
			110-03-53103-311-000	07/11 ST-PRKGN SIGMS	114.00
				..... CHECK TOTAL	876.00
107709	7/29	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	06/11 SW STRUCTURES/	1,832.58
			403-11-51002-588-000	07/11 SW STRUCTURES/	120.00
				..... CHECK TOTAL	1,952.58
107710	7/29	PITNEY BOWES	110-01-51306-282-000	7/11-CT MACHINE LEAS	364.00
107711	7/29	STRAND ASSOCIATES, INC.	403-11-51009-589-000	01/11 AMENDMENT #2	1,500.00
			403-11-51009-589-000	02/11 AMENDMENT #2	1,059.27
			501-09-50103-219-000	02/11 FOREST PARK SA	268.68
				..... CHECK TOTAL	2,827.95
107712	7/29	MG TRUST COMPANY	761-09-50101-151-000	07/11 PIRO/RIMKUS	234.08
			761-00-21599-000-000	07/11 PIRO/RIMKUS	234.08
				..... CHECK TOTAL	468.16
107713	7/29	CICCHINI ASPHALT LLC	403-11-51104-589-000	EST 2-MACWHYTE SITE	4,621.22
107714	7/29	AECOM TECHNICAL SERVICES INC	403-11-51008-589-000	5/11 TASK 4: PRELIM	5,919.33
			403-11-51008-589-000	5/11 TASK 3: GRANT M	1,758.24
			403-11-51008-589-000	5/11 TASK 3: GRANT M	798.33
			403-11-51008-589-000	4/11 TASK 1: PROJECT	140.61
				..... CHECK TOTAL	8,616.51
107715	7/29	ECO/SAFE PLUS, LLC	520-09-50201-246-000	DEGREASER	487.00
107716	7/29	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	7/11-TIRE RECYCLING	1,885.21
107717	7/29	GUTTORMSEN LAW OFFICE, LLC	110-01-50101-219-000	3/11-5/18/11 SERVC	4,682.50

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107718	7/29	HUMANA CLAIMS	611-09-50101-155-527	07/27/11 MED CLAIMS	35,493.82
			611-09-50101-155-527	07/25/11 MED CLAIMS	28,825.74
			611-09-50101-155-527	07/25/11 PHARMACY	21,345.64
			611-09-50101-155-527	07/28/11 PHARMACY	13,038.95
			611-09-50101-155-527	07/26/11 MED CLAIMS	8,938.54
			611-09-50101-155-527	07/28/11 MED CLAIMS	7,026.64
			611-09-50101-155-527	07/22/11 MED CLAIMS	6,154.42
			611-09-50101-155-527	07/22/11 PHARMACY	5,453.57
			611-09-50101-155-527	07/26/11 PHARMACY	1,020.83
			611-09-50101-155-527	06/11 SHARED SAVINGS	1,019.18
			611-09-50101-155-527	07/27/11 PHARMACY	973.91
			611-09-50101-155-527	06/11 VOIDS	8,684.66CR
			611-09-50101-155-527	06/11 FINANCL RECOV	22,460.28CR
				..... CHECK TOTAL	98,146.30
107719	7/29	US CELLULAR	110-02-52102-226-000	07/11 PD-CELL AIRTM	289.04
			110-03-53103-226-000	07/11 ST-CELL AIRTM	184.74
			110-02-52102-226-000	07/11 PD-CELL SERVC	123.00
			110-02-52103-226-000	07/11 PD-CELL AIRTM	39.78
			110-02-52103-226-000	07/11 PD-CELL SERVC	24.00
			110-03-53103-226-000	07/11 ST-CELL SERVC	15.00
			205-03-53119-226-000	07/11 ST-CELL AIRTM	5.12
			205-03-53118-226-000	07/11 PD-CELL AIRTM	3.21
			205-03-53119-226-000	07/11 ST-CELL SERVC	3.00
			205-03-53118-226-000	07/11 WA-CELL SERVC	3.00
			110-02-52101-226-000	07/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	07/11 PD-CELL AIRTM	1.35
				..... CHECK TOTAL	694.24
107720	7/29	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	07/29/11 L SAYLOR	32.49
107721	7/29	MALSACK, J	110-09-56501-259-570	7/11 2515 60 ST-GRS	323.47
			110-09-56501-259-570	7/11 4307 30 AV-GRS	274.55
			110-09-56501-259-570	7/11 8845 41 AV-GRS	238.69
			110-09-56501-259-570	7/11 6706 36 AV-GRS	207.81
			110-09-56501-259-570	7/11 4335 45 AV-GRS	199.50
			110-09-56501-259-570	7/11 5919 18 AV-GRS	185.25
			110-09-56501-259-570	7/11 9922 63 ST-GRS	181.21
			110-09-56501-259-570	7/11 1539 16 AV-GRS	173.37
			110-09-56501-259-570	7/11 4711 22 AV-GRS	171.00
			110-09-56501-259-570	7/11 4308 6 AV-GRAS	147.96
			110-09-56501-259-570	7/11 1511 74 ST-GRS	137.75
			110-09-56501-259-570	7/11 3425 RSVLT-GRS	125.64
			110-09-56501-259-570	7/11 2511 79 ST-GRS	115.90
			110-09-56501-259-570	7/11 5106 20 AV-GRS	114.95
			110-09-56501-259-570	7/11 3542 17 AV-GRS	111.62
			110-09-56501-259-570	7/11 4803 39 AV-GRS	91.44
			110-09-56501-259-570	7/11 4410 73 ST-GRS	84.07
			110-09-56501-259-570	7/11 3029 50 AV-GRS	67.21

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			758-09-50107-259-850	07/11 TREE	55.00
			110-09-56501-259-570	7/11 2103 56 ST-GRS	50.59
			758-09-50106-259-850	06/11 GRASS	50.00
			110-09-56501-259-570	7/11 616 43 ST-GRAS	49.40
			758-09-50110-259-850	06/11 GRASS	40.00
			110-09-56501-259-570	7/11 1510 57 ST-GRS	24.94
			758-09-50103-259-850	06/11 GRASS	19.87
			758-09-50109-259-850	06/11 GRASS	19.86
			758-09-50108-259-850	06/11 GRASS	19.86
			758-09-50107-259-850	06/11 GRASS	19.86
			758-09-50105-259-850	06/11 GRASS	19.86
			758-09-50104-259-850	06/11 GRASS	19.86
			110-09-56501-259-570	7/11 10108 65 ST-GRS	8.55
			110-09-56501-259-570	7/11 5710 22 AV-GRS	8.07
			110-09-56501-259-570	7/11 3606 50 ST-GRS	7.12
			110-09-56501-259-570	7/11 6711 37 AV-GRS	4.04
				..... CHECK TOTAL	3,368.27
107722	7/29	WISCONSIN COUNCIL 40	110-00-21553-000-000	07/29/11 CITY HRLY	3,173.10
			110-00-21553-000-000	07/29/11 WATER HRLY	1,412.25
			110-00-21553-000-000	07/29/11 CITY SAL	1,247.40
			110-00-21553-000-000	07/29/11 WATER SAL	346.50
			110-00-21553-000-000	07/29/11 MUSEUM HRLY	279.30
				..... CHECK TOTAL	6,458.55
107723	7/29	LETTERING MACHINE	110-02-52206-367-000	06/11 CLOTHING	1,468.00
107724	7/29	ID SOLUTIONS, INC.	411-11-51102-539-000	INLET PEG ENCODER	6,045.00
107725	7/29	PELION BENEFITS, INC.	110-00-21517-000-000	7/16-31/11 DEDUCTS	5,352.69
107726	7/29	WIS DEPT OF FINANCIAL INST	110-01-51301-311-000	P LATTERGRASS RENWL	20.00
107727	7/29	WIS DEPT OF FINANCIAL INST	110-01-51301-311-000	J DITZENBERGER RNWL	20.00
107728	7/29	MILWAUKEE 2-WAY INC.	414-11-51107-512-000	DIGITAL ID DISPLAY	3,000.00
107729	7/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	07/29/11 B MIFFLIN	419.00
			110-00-21581-000-000	07/29/11 H DARBY	283.00
				..... CHECK TOTAL	702.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107730	7/29	WIS DEPT OF TRANSPORTATION	110-02-52107-264-000	C FLAHIVE 8/29-30	75.00
107731	7/29	ULINE	110-05-55109-246-000	AIR FRESHENERS	432.00
			110-05-55109-246-000	CITRUS BLOSSOM SPRAY	196.00
			110-05-55109-235-000	INSPECTION TAGS	109.70
			110-05-55109-235-000	REPAIR TAGS	82.95
				..... CHECK TOTAL	820.65
107732	7/29	MENARDS (KENOSHA)	110-03-53103-344-000	06/11 ST MERCHANDISE	340.25
			110-05-55108-369-000	07/11 PA MERCHANDISE	139.96
			213-09-50101-381-000	06/11 PD MERCHANDISE	121.32
			110-02-52203-353-000	07/11 FD #2 MERCHAND	113.68
			110-05-55109-244-000	06/11 PA MERCHANDISE	90.43
			110-05-55109-382-000	06/11 PA MERCHANDISE	63.76
			110-01-51801-382-000	07/11 MB MERCHANDISE	54.98
			420-11-51102-583-000	07/11 MB MERCHANDISE	41.50
			110-02-52203-382-000	07/11 FD #2 MERCHAND	19.98
			110-03-53103-389-000	06/11 ST MERCHANDISE	11.88
			110-05-55109-357-000	07/11 PA MERCHANDISE	7.25
			520-09-50201-347-000	07/11 TD MERCHANDISE	4.09
				..... CHECK TOTAL	1,009.08
107733	7/29	SHERWIN INDUSTRIES	110-03-53103-355-000	6/11-COLD PATCH PROD	2,070.82
107734	7/29	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	6/11-ST EQUIP RENTAL	5,775.00
107735	7/29	PLATINUM SYSTEMS	110-01-51102-539-000	AVG ANTI-VIRUS	2,492.19
107736	7/29	WIS SCTF	110-00-21581-000-000	07/29/11 SAL DEDUCT	9,540.19
			110-00-21581-000-000	07/29/11 HRLY DEDCT	1,287.18
				..... CHECK TOTAL	10,827.37
107737	7/29	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	07/11 SE RADIATOR RE	1,775.00
			630-09-50101-393-000	07/11 SE #2716 RADIA	1,638.00
			630-09-50101-393-000	07/11 SE #2598 RADIA	382.50
				..... CHECK TOTAL	3,795.50
107738	7/29	LASER NET INC	110-01-51306-312-000	6/11-CT MAILING SERV	2,891.75
			110-01-51201-311-000	6/11-CT PRINTING/MAI	1,568.15
				..... CHECK TOTAL	4,459.90

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107739	7/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	07/29/11 M RIVERA	278.00
107740	7/29	TIME WARNER CABLE	110-01-51102-233-000	7/17-8/16-MB RR	239.95
			110-01-51102-233-000	7/19-8/18-SE RR	139.95
				..... CHECK TOTAL	379.90
107741	7/29	CINTAS CORP	632-09-50101-259-000	06/11 SE UNIFORM/GLO	496.40
			520-09-50201-367-000	06/11 TD UNIFORM/GLO	402.34
			110-02-52203-259-000	06/11 FD UNIFORM/GLO	206.40
				..... CHECK TOTAL	1,105.14
107742	7/29	HAPPENINGS MAGAZINE	222-09-50101-259-908	6/11 PB&J ADS	206.50
			222-09-50101-259-903	6/11 CELEBRATE AMRC	206.50
				..... CHECK TOTAL	413.00
107743	7/29	WNOA, INC.	717-09-50101-264-000	8/16-18 CONFERENCE	525.00
107744	7/29	BUSCHE, JUDY LLC	110-01-51303-219-000	06/11 B PERGANDE	65.00
107745	7/29	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	3,883.76
107746	7/29	WORLDWIDE INFORMATION, INC.	110-02-52101-316-000	DL-Y/S	318.00
			110-02-52101-316-000	DVD-Y/S	218.00
			110-02-52101-316-000	UNLOCKS	60.00
				..... CHECK TOTAL	596.00
107747	7/29	PROCESSWORKS INC.	110-00-21578-000-000	7/26/11 CHECK REG	2,767.65
107748	7/29	KRAAK, ERNEST	222-09-50101-259-909	2011 PIKE RIVER	62.68
107749	7/29	GLASMAN TOWING	110-02-52103-219-000	7/11-#11-096344 TOWI	15.00
107750	7/29	LAKESIDE OIL	520-09-50106-341-000	7/11-TD DIESEL FUEL	23,704.74
			520-09-50106-341-000	7/11-PRICE CORRECTIO	18.26CR
				..... CHECK TOTAL	23,686.48
107751	7/29	RED THE UNIFORM TAILOR	110-02-52206-367-000	07/11 FIRE UNIFORMS	278.00
			110-02-52206-367-000	07/11 FIRE UNIFORMS	217.50
			110-02-52103-367-000	07/11 POLICE UNIFRM	44.95
			110-02-52103-367-000	07/11 POLICE UNIFRM	21.90
				..... CHECK TOTAL	562.35

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107752	7/29	CLARK DIETZ, INC	409-11-51116-589-000 409-11-50903-219-000	06/11 PHS IV RECNSTR 06/11 CONSTR MNGMNT CHECK TOTAL	14,081.72 13,581.13 27,662.85
107753	7/29	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	6/13/11 M POLOVINA	25,190.46
107754	7/29	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	5/23/11 E TRAXLER	36.55
107755	7/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000 110-09-56405-161-000	6/13/11 M POLOVINA 6/19/11 J SCHRANDT CHECK TOTAL	529.55 193.80 723.35
107756	7/29	UNITED OCC MEDICINE	110-09-56405-161-000	5/6/11 A HANCOCK	209.10
107757	7/29	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000	6/8/11 J HAMM 6/8/11 J HAMM CHECK TOTAL	198.88 144.32 343.20
107758	7/29	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	12/4/10 J PETERSON	301.93
107759	7/29	PALMER, DANIELLE	110-00-44709-000-000	BARTENDER LICENSE	50.00
107760	7/29	TOUHEY, PAULA	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107761	7/29	MILLSAPS, NINA M.	611-09-50101-155-000 110-01-51303-263-000	50% WEIGHT WATCHERS INTERVIEW PANEL CHECK TOTAL	78.00 50.58 128.58
107762	7/29	POLTROCK, JOHN J.	110-02-52203-261-000 110-02-52203-263-000	7/18-19 WAUSAU 7/18-19 WAUSAU CHECK TOTAL	276.95 25.00 301.95
107763	7/29	RUFFALO, SANDRA	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107764	7/29	CLOUTHIER, SUE	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107765	7/29	ADE, KEN	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107766	7/29	DUBA, KATHY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107767	7/29	TYSON, LYNELL	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107768	7/29	BOSMAN, KEITH	110-01-51301-263-000	7/20 LUNCH MEETING	35.24
107769	7/29	KESSINGER, NANCY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107770	7/29	GIERL, KAY	611-09-50101-155-000	WEIGHT WATCHERS 50%	78.00
107771	7/29	SCHLATER, CHRIS	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
107772	7/29	MACKENZIE, NANCY	611-09-50101-155-000	50% WEIGHT WATCHERS	78.00
GRAND TOTAL FOR PERIOD *****					3,346,643.41

Alderman John Ruffalo,

I recently got a bill in the mail from a complaint about snow removal. And as one who takes good care of my property i called to see what the problem was. They emailed me pictures of what they did, which i have enclosed to you as well as the bill i recieved. This picture clearly shows i have my property taken care of very well and the snow that is causing the problem is clearly in the street. I have all i can do to pay the taxes and i surely cant afford to pay the city to remove snow from the street. As you can see in the lower picture, there is a fire hydrant that i also unbury from the snow to do my part. Please Contact me to know what we can do to resolve this problem. You can reach me by emailing me at Arnie1972@sbcglobal.net

Or My Cell Number is: 262-818-2719



**OFFICE OF THE CITY TREASURER
625-52ND STREET - ROOM 105
KENOSHA WI 53140
SPECIAL ASSESSMENT BILL**

SANDRA L ARNESON
2407 75TH ST
KENOSHA, WI 53143

BILLING DATE: 07/01/11

<p>PARCEL NUMBER</p> <p>03-122-11-281-014</p>

PAYABLE TO CITY TREASURER ON OR BEFORE:

FOR: RESOLUTION: 062-11
INST. OF .000 FT. OF SNOW REMOVAL
PROPERTY LOCATED AT:

JULY 31, 2011
WITHOUT INTEREST

04738 080 ST

LOT 1 GAIL SUB PT OF
NW 1/4 SEC 11 T1 R22
V 1177 P 46
DOC#1005699
DOC#1392523
DOC#1392524
DOC#1437931
DOC#1587286

<p>PAY THIS AMOUNT</p> <p>125.00</p>

<u>tax roll</u>	<u>amount</u>	<u>tax roll</u>	<u>amount</u>
2011	129.69	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
TOTAL	129.69		

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.
PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.
CITY TREASURER-CITY OF KENOSHA

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT
THE DEPARTMENT OF PUBLIC WORKS AT 262-653-4050

J. Malsack/Crown Services, LLC

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

Invoice

DATE	INVOICE #
2/18/11	5497

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
3/20/11	110100

DESCRIPTION	AMOUNT
JOB# 10169 4738 80TH ST REMOVED SNOW AND ICE FROM PUBLIC SIDEWALK 03-211- 03-122-11-281-014	55.00
5% 10 NET 30 OK to Pay <i>M. J. Malsack</i> 2/18/11	Subtotal 55.00 5.5% Tax Total 55.00

JOB NUMBER 10169

DATE ORDERED 2-17-2011

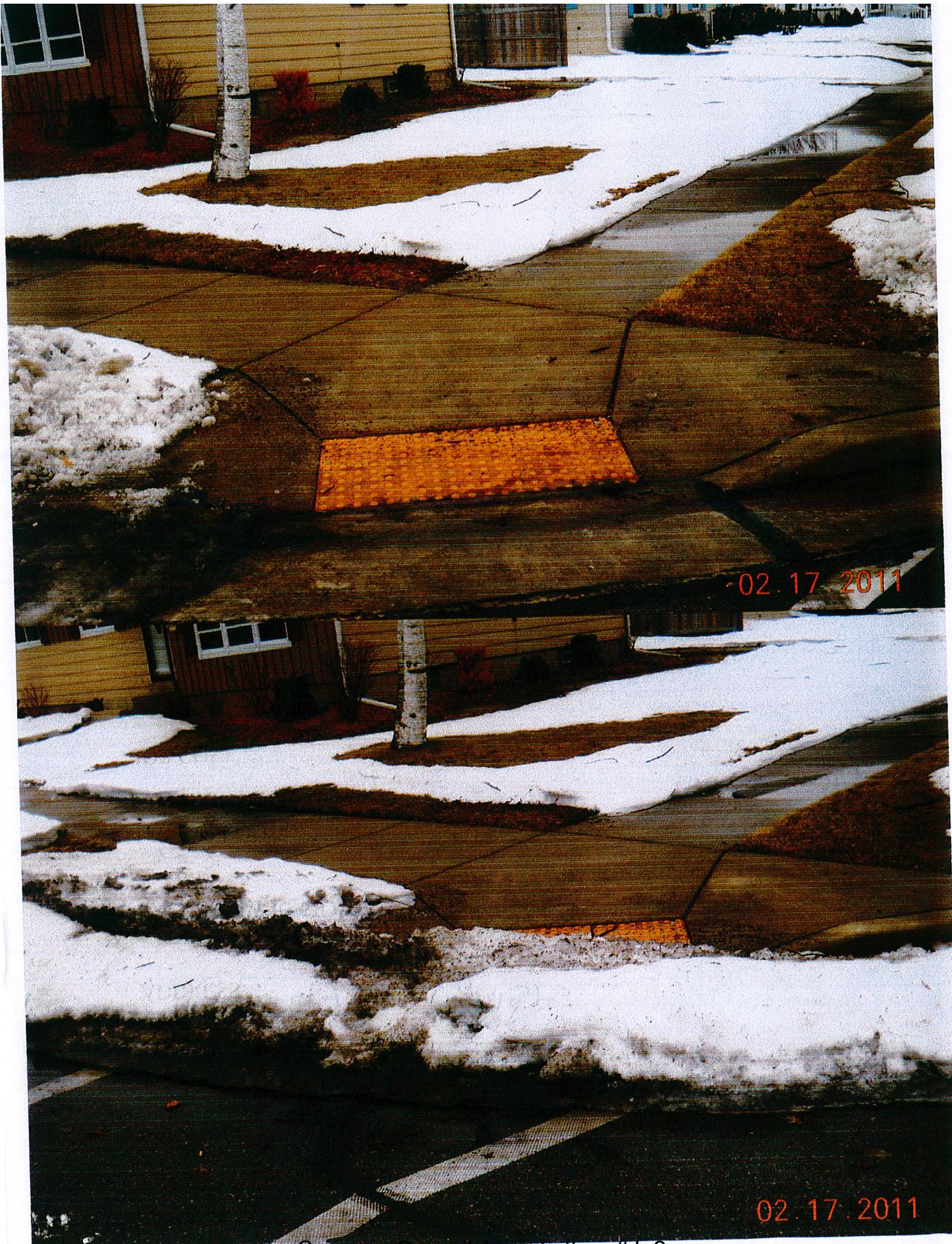
ADDRESS 4738 80th St

DATE SNOW REMOVED 2-17-2011

LINEAR FOOT 12 ft

JOB COST 55⁰⁰

JOB FOREMAN gm



02.17.2011

02.17.2011

Dear Chairman G. John Ruffolo:

Friday, July 01,

I am a home-owner in the whitecaps sub-division. I purchased my home in 2006 and have been proud to reside in this wonderful city since then. The reason I am writing you is to ask for re-consideration of parcel # 03-122-05-300-011 fining me \$254. The city workers arrived on my property in February this year because one half of my sidewalk had been left with snow on it.

I did not receive any warning slip on my door prior to the city workers arrival. To which Alderman Bogdala told me I should have. I spoke with him the same day. Also sir, my snow -blower had broken down in the blizzard on Feb. 1st. It was in the repair shop at Ace on 52nd street. I have the receipt to prove this. Therefore when the next snow fall hit following that I was without the machine. Alderman Ruffolo, I had also come down with a bad case of bronchitis (I am an asthmatic so it was worsened). I live on a corner lot so the 2 sidewalks are perpendicular to each other. Now my wife was able to get the snow off of the south sidewalk facing the school grounds. The city personnel only plowed the East sidewalk.

Will you please take into consideration the events leading up to this incident. I have always treated my neighborhood with respect and I'm really embarrassed about this situation. I fully understand how important it is to keep the sidewalks clear for the school children at Nash Elementary. My wife has even volunteered and picked up trash from the retention pond area behind our house. I called the city and spoke with a woman to try and resolve this back then but I was told she couldn't find any record of the citation.

HomeOwner

Steven D. Carpenter

9608 67th street

Kenosha, WI 53142

Ph: 262-948-8027

Cell:847-293-0413

Invoice

DATE	INVOICE #
2/14/11	5449

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
3/16/11	110100

DESCRIPTION	AMOUNT
JOB# 10126 9608 67TH ST REMOVED SNOW AND ICE FROM PUBLIC SIDEWALK 03-122-05-300-011	184.00
5% 10 NET 30 OK to PAY <i>W R Madd</i> 2/23/11	Subtotal 184.00
	5.5% Tax
	Total 184.00

JOB NUMBER 10126

DATE ORDERED 2-11-2011

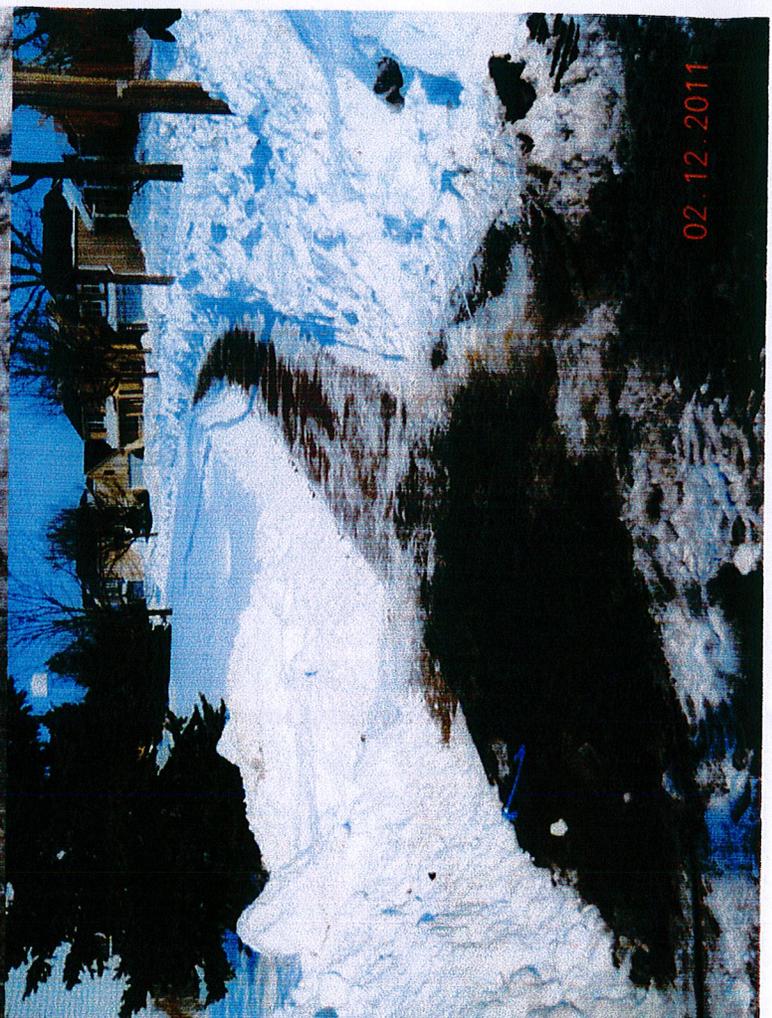
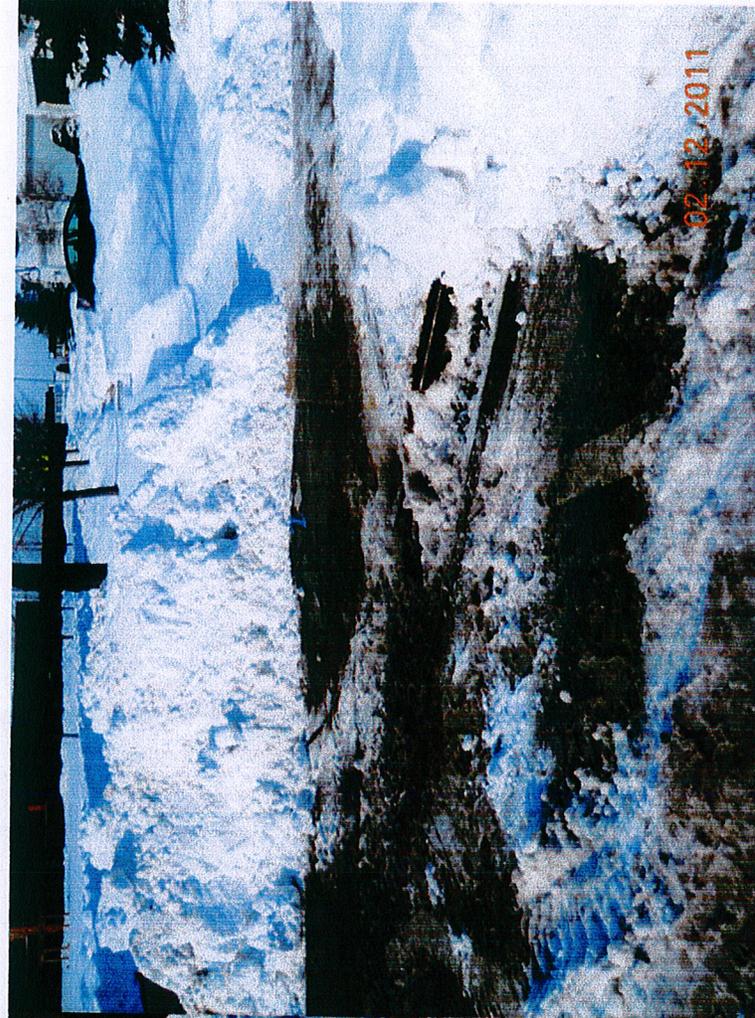
ADDRESS 9608 67th St

DATE SNOW REMOVED 2-12-2011

LINEAR FOOT 220

JOB COST 184⁰⁰

JOB FOREMAN gm





Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent

Street Division C-2
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent
Parks Division
Jeff Warnock
Superintendent

DEPARTMENT OF PUBLIC WORKS

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

August 4, 2011

To: G. John Ruffolo, Chairman,
Public Works Committee

From: Michael M. Lemens, P.E. *M. Lemens 8-4-11*
Interim Director of Public Works/City Engineer

Subject: Acceptance of Project 10-1021 New Road Construction 27th Street

Location: 27th Street – 47th Avenue to 43rd Avenue

Please be advised that the above referenced project has been satisfactorily completed by Payne & Dolan, Inc., Kenosha, Wisconsin. This project consisted of the extension of 27th Street from 43rd Avenue to 47th Avenue, and will include storm sewer, sanitary sewer, water services, curb and gutter and pavement.

It is recommended that the project be accepted in the final amount of \$492,465.68. Original contract amount was \$470,825.26 plus \$49,174.74 for contingency for a total contract amount of \$520,000.00. Funding was from CO-10-005.

MML/kjb