

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, August 17, 2009
7:00 P.M.

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held August 3, 2009.

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.1. Proposed Ordinance to Repeal and Recreate Section 16.09 D.2. Regarding Recurring Notices and Orders for Recurring Violations of the Property Maintenance Code.

TO THE CITY PLAN COMMISSION

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

(Back-up Copies Provided by City Clerk)

C.1. Approve applications for new Operator's (Bartender) licenses, subject to:

-50 demerit points:

a. Dominique Gingerelli

-60 demerit points:

b. Daniel P. Brockman

c. Ryan Buffamonte

-75 demerit points:

d. Sally Zdanowicz

(Ayes 4: Noes 0) **HEARING**

C.2. **DENY** application of Bacchus Billiards LLC, (*Brian D'Angelo, Agent*), for a Class "B" Beer/"Class B" Liquor License located at 5010 7th Avenue, (*Bacchus Billiards*), **based on lack of parking**. (2nd District) (Ayes 4: Noes 0) **HEARING**

C.3. Approve application of Aces LLC, (*Richard Yuenkel, Agent*), for a Class "B" Beer/"Class B" Liquor License located at 2901 60th Street, (*Bacis*) subject to renovation of building (*as indicated in Exhibit A*). (11th District) (Ayes 4: Noes 0) **HEARING**

C.4. Approve applications for 1-Day Cabaret Licenses on August 22, 2009 with No Adverse Recommendations:

a. G Knows, Inc., 1912 52nd Street (*Rumors*) (7th District) (Ayes 4: Noes 0)

b. Stellar Management, Inc., 1819-52nd Street (*Norm's Soseldom Inn*) (7th District) (Recommendation Pending) **HEARING**

C.5. Approve application of Clubhouse Pub & Grille for a Cabaret License (*1- year term*) located at 2621 30th Avenue (*P.J. Doghouse, Inc.*) with no adverse recommendations. (5th District) (Ayes 4: Noes 0) **HEARING**

C.6. Approve applications for Outdoor Area Amplified Music and/or Cabaret:
a. Robert Verlen, 4708 22nd Avenue (*Flints Inn*), August 21, 2009. (7th District)

b. Christine Raymond, 3501 14th Avenue, (*Sir Arthur's Tavern*), August 28, 2009. (6th District) (Ayes 4: Noes 0) **HEARING**

C.7. Approve application of Sir Arthur's Tavern-Camelot Catering LLC, to change the closing time of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3501-14th Avenue (*Sir Arthur's Beer Gardens*) to 1:30 a.m. (6th District) (Ayes 4: Noes 0) **HEARING**

D. ORDINANCES 1st READING

- D.1. By Alderman Patrick Juliana - To Repeal and Recreate Section 11.02 E (of the Code of General Ordinances) Regarding Objectionable Language. (PSW-Ayes 3: Noes 1) (Back-up Copies Provided by City Attorney)
- D.2. By Alderperson Ray Misner – To Amend Charter Ordinance No. 29, to Create Article IV, Section I, Subsection D, of the Civil Service System Ordinance (for the City of Kenosha, Wisconsin) to Require Approval of the Common Council for Satisfactory Completion of Probation for Certain City Officials. (Back-up Copies Provided by City Attorney) **(Requires 2/3 vote of full Common Council-12 votes)**

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

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

G. ZONING ORDINANCES 2nd READING

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

H. RESOLUTIONS

- H.1. By Committee on Finance - To Specially Assess Certain Parcels of Property per List on File in the Office of the City Clerk:
- a. Boarding and Securing - \$1,599.81
 - b. Trash and Debris Removal - \$855.00
 - c. Reinspection Fees - \$1,570.00
 - d. Grass and Weed Cutting - \$18,451.60
- (Fin.-Recommendation Pending) (*Back-up Copies Provided by NSI*) **HEARING**
- H.2. By the Finance Committee - To Amend Pending Consolidated Plan(s) - Annual plan(s) - Home Program. (*Deferred, referred back to Finance Committee and public hearing held 8/3/09*) (Fin.-Recommendation Pending) (*Back-up Copies Provided by City Attorney*)
- H.3. By Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property (*26th Avenue - 80th Street to Lincoln Road*) (*13th District*). (PW-Ayes 5: Noes 0) (*Back-up Copies Provided by Public Works*)
- H.4. By the Mayor - To Reauthorize the City of Kenosha to Self-Insure its Worker's Compensation Program. (Fin.-Recommendation Pending) (*Back-up Copies Provided by Human Resources*)
- H.5. By the Mayor - To Authorize the Submittal of State Grant Applications by the City of Kenosha and the Subsequent Appropriation of City of Kenosha for Wisconsin Ready for Reuse Loans and Grants Program. (Fin.-Recommendation Pending) (*Back-up Copies Provided by Human Resources*)

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- J.1. Approve Award of Contract for Project 09-1021 Resurfacing Phase IV (*64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road*) to Cicchini Asphalt, LLC, (*Kenosha, Wisconsin*) - \$253,000. (*8th, 12th, 13th Districts*) (Ayes 5: Noes 0) (*Back-up Copies Provided by Public Works*)

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. Approve Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for Property Generally South of 60th Street at Approximately 126th Avenue. (Hawk's Ridge Subdivision) (17th District) (PW-Ayes 5: Noes 0; C.P.- Ayes 9: Noes 0) *(Back-up Copies Provided by City Development)*
- K.2. Approve Warranty Deed for Dedication of 60th Street Right-of-Way at Approximately 126th Avenue. *(Greco Investments)* (17th District) (PW-Ayes 5: Noes 0; CP-Ayes 9: Noes 0) *(Back-up Copies Provided by City Development)*
- K.3. Approve Agreement Respecting the Employment of School Resource Officers between the City of Kenosha and Kenosha Unified School District for School Years 2009-2010, 2010-2011, and 2011-2012. (Fin.- Recommendation Pending; PSW-Ayes 4: Noes 0) *(Back-up Copies Provided by Police Department)*
- K.4. 2009 CDBG Subgrantee Agreements:
- a) Boys & Girls Club of Kenosha
 - b) Bridges Community Center
 - c) Carpenter's Home Improvement, Inc.
 - d) ELCA Urban Outreach Center
 - e) Kemper Center, Inc.
 - f) Kenosha Achievement Center, Inc.
 - g) Kenosha Area Family & Aging Service
 - h) Kenosha Community Health Center
 - i) Kenosha County UW-Extension
 - j) Kenosha Human Development Services
 - k) Kenosha Literacy Council, Inc.
 - l) Kenosha YMCA
 - m) Legal Action of Wisconsin, Inc.
 - n) MargaretAnn's Place
 - o) New Song Ministries, Inc.
 - p) The Potter's Center
 - q) Shalom Center
 - r) Spanish Center
 - s) Urban League of Racine and Kenosha, Inc. (Tax Smart)
 - t) Urban League of Racine and Kenosha, Inc. (Facility)
 - u) Walkin' In My Shoes, Inc.
 - v) Women & Children's Horizons
- (Fin.-Recommendation Pending) (Back-up Copies Provided by City Development)*

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. KABA 2nd Quarter Loan Report. (Fin.-Recommendation Pending) *(Back-up Copies Provided by KABA)*
- L.2. Request from City Attorney to Approve Settlement of Litigation:
 - a. Walgreen Company
 - b. Gander Mountain Company(Fin.-Recommendation Pending) *(Back-up Copies Provided by City Clerk)*
- L.3. Approve Sale of Land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl (15th District). (Fin.-Recommendation Pending; Park Commission-Ayes 4: Noes 0; CP-Ayes 9: Noes 0) *(Back-up Copies Provided by City Development)*
- L.4. Disbursement Record #14 – \$22,034,362.50. (Fin.-Recommendation Pending) *(Back-up Copies Provided by Finance)*

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

OTHER

And such matters as are authorized by law or regular business.
LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERMEN'S COMMENTS

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



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

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
August 3, 2009**

At a meeting of the Common Council held this evening, Acting Mayor G. John Ruffolo presided.

The meeting was called to order at 7:16 p.m.

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

The invocation was given by Alderperson Holland.

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

It was moved by Alderperson Haugaard, seconded by Alderperson Carpenter, to approve the minutes of the meetings held July 20 and July 27, 2009.

Motion carried unanimously.

Two (2) Citizens spoke during Citizen's Comments: Louis Rugani and Joyce Pavlini.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

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

TO THE PUBLIC WORKS COMMITTEE

A.2. To Amend the Official Map for the City of Kenosha, Wisconsin, to include the designation of 14th Avenue from 25th Street to 31st Street as a future street, pursuant to Section 62.23(6), Wisconsin Statutes, District 1. (Also Refer to City Plan Commission)

A.3. Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District #17. (Hawk's Ridge Subdivision) (Also Refer to City Plan Commission and Board of Water Commissioners)

A.4. Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue, District #17. (Greco Investments) (Also Refer to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

A.5. Proposed Ordinance by Alderperson Juliana -To Repeal and Recreate Section 11.02 E. of the Code of General Ordinances Regarding Objectionable Language.

A.6. Proposed Ordinance by Alderperson Juliana and Alderperson Nudo – To Create Section 7.192 C.4., to Renumber Sections 7.129 E., F. and G. as 7.129 F., G. and H.; and, to Create Section 7.129 E. Regarding Semicab Parking Permits.

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

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

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

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

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

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

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to approve the Following Applications for

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

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

New Operator's (Bartender) licenses, subject to:

-25 demerit points:

- a. Janelle Christiansen
- b. Natalie Hammond

-50 demerit points:

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

-60 demerit points:

- g. Michael Hill

-75 demerit points:

- h. Andrew Grasser

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

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to DENY the following Applications for New Operator's (Bartender) licenses, based on material police record & false application:

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

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

C.3. It was moved by Alderperson Nudo, seconded by Alderperson Ohnstad, to DENY application of Aces LLC, (Richard Yuenkel, Agent), for a Class "B" Beer/"Class B" Liquor License located at 2901 60th Street, (Aces) based on density. (11th District) A hearing was held. Attorney Terry Rose was present and spoke on behalf of the applicant.

C.3.1. It was moved by Alderperson Nudo, seconded by Alderperson Juliana to refer the application back to the Licensing/Permit Committee. On a voice vote, motion carried.

C.4. It was moved by Alderperson Misner, seconded by Alderperson Carpenter, to approve Application of Appetize Inc., (David Lindenstruth, Agent), for a Class "B" Beer/"Class B" Liquor License located at 7214 Green Bay Road, (HuHot Mongolian Grill). (17th District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to approve the Following Applications for Outdoor Area Amplified Music and/or Cabaret with No Adverse Recommendations:

- a. Kathleen Bezotte, 4619 8th Avenue (Cheers), August 8, 2009 (2nd District)
- b. Danny Gervais, 5305 60th St. (Georges Club Highview), August 8, 2009(16th District)

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

C.6. It was moved by Alderperson Nudo, seconded by Alderperson Kennedy, to DENY Application of Eva Lagunas, 3200 60th Street, (El Caporal Restaurant), for a Cabaret License (1-year term) based on density. (11th District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.7. It was moved by Alderperson Bogdala, seconded by Alderperson Ohnstad, to approve application of McDonald Institute, LLC (Terry McDonald, Agent), to Change the Closing Hours of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License Located at 5611-6th Avenue (Wine Knot Bar & Bistro) to 1:30 am to 8:00 am. (2nd District)

A hearing was held. The applicant did not appear. On a voice vote, the decision was unclear. On roll call vote, motion carried (13-3) with Alderpersons Ruef, Kennedy and Downing voting nay.

D. ORDINANCES 1ST READING

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

D.1. By Alderperson Ray Misner - To Repeal and Recreate Section 1.01 Entitled "Common Council".

D.2. By Alderperson Tod Ohnstad -To Repeal and Recreate Sections 10.075 E.1. And E.2., Regarding Waiver Applications.

On a voice vote, motion carried.

E. ZONING ORDINANCES 1ST READING

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

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

It was moved by Alderperson Casey, seconded by Alderperson Ohnstad, to send the following ordinances on their way:
 E.1. By the Mayor -To Rezone Property at 6912 Sheridan Road from B-2 Community Business District to RG-1 General Residential District (in conformance with Section 10.02 of the Zoning Ordinance). (3rd District) (Cornell)
 E.2. By the Mayor -To Rezone Properties Located at 5910 and 5920 37th Avenue Avenue from RG-1 General Residential District to B-2 Community Business District (in conformance with Section 10.02 of the Zoning Ordinance). (11th District) (McMiller/Flores)
 On a voice vote, motion carried.

F. ORDINANCES 2ND READING

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

H.1. It was moved by Alderperson Ohnstad, seconded by Alderperson Carpenter, to approve Resolution 95-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 95-09

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2009

By Decreasing Line CO-02-001 "75th St. from 22nd Ave. to 7th Ave." by \$70,000

and Creating Line CO-09-005 "30th Ave.-80th St. to 89th St.-ARRA" for \$1,422,070 With Outside funding of \$1,352,070 for a Net Change of \$0

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

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

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

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

<i>Line Item</i>	<i>Descrip-tion</i>	<i>Available Authoriza-tion</i>	<i>Authoriza-tion Adjust-ment</i>	<i>Amended Authoriza-tion</i>
CO-02-001	75 th Street from 22 nd Ave. to 7 th Ave.	3,818,000	(70,000)	3748000
CO-09-005	30 th Ave.-80 th St.-89 th St. - ARRA	-0-	1,422,070	1,422,070
CO-09-005	30 th Av.-80 th St.-89 th St. (Outside Funding)	-0-	-1352070	-1352070

Adopted this 3rd day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.2. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to approve Resolution 96-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 96-09

Finance Committee

**COMMON COUNCIL
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Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

To Amend the City of Kenosha Capital Improvement Program for 2009 By Decreasing Line CO-02-001 "75th St. from 22nd Ave. to 7th Ave." by \$230,000 and Increasing Line ST-93-002 "Resurfacing" by \$230,000 For a Net Change of \$0

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

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

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

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

<i>Line Item</i>	<i>Descrip-tion</i>	<i>Available Authoriza-tion</i>	<i>Authoriza-tion Adjust-ment</i>	<i>Amended Authori-zation</i>
CO-02-001	75 th Street from 22 nd Ave. to 7 th Ave.	3,748,000	(230,000)	3,518,000
ST-93-002	Resurfacing	1,852,939	230,000	2082939

Adopted this 3rd day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.3. It was moved by Alderperson Holland, seconded by Alderperson Juliana, to approve Resolution 97-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 97-09

BY: COMMITTEE ON PUBLIC WORKS

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY ASSESSMENTS FOR HAZARDOUS
SIDEWALK AND/OR DRIVEWAY APPROACH
PROJECT #09-1021 RESURFACING PHASE IV**

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

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

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

1. The Common Council hereby declares its intention to exercise its police power under Section 66.60, Wisconsin Statutes, to levy special assessments on all property fronting upon both sides of the street within the above limits for benefits conferred upon property by improvement of the streets enumerated above.
2. Said public improvement shall include the improvements in street right-of-ways: sidewalk and/or driveway approaches.
3. The Common Council determines that the improvements constitute an exercise of the police power and the amount assessed against each parcel shall be based on a per front foot or per square foot rate.
4. The assessments against any parcel may be paid in a lump sum or in three (3) annual installments, at the election of the property owner.
5. The Board of Public Works is directed to prepare a report consisting of:
 - a. Preliminary plans and specifications for said improvements.
 - b. An estimate of entire cost of the proposed improvements and in street right-of-way.
 - c. Schedule of proposed assessments.
6. Upon receiving the report of the Board of Public Works (Public Works Committee), the Clerk is directed to give notice of public hearings on such report, as specified in Section 66.60(7) of the Wisconsin Statutes. The hearings shall be held at the Municipal Office Building at a time set by the Clerk, in accordance with Section 66.60(7), Wisconsin Statutes.

Adopted this 3rd day of August, 2009.

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August 3, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.4. It was moved by Alderperson Casey, seconded by Alderperson Haugaard, to approve Resolution 98-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 98-09

BY: COMMITTEE ON PUBLIC

SAFETY AND WELFARE

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

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

Adopted this 3rd day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.5. It was moved by Alderperson Casey, seconded by Alderperson Downing, to approve Resolution 99-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 99-09

BY: COMMITTEE ON PUBLIC

SAFETY AND WELFARE

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

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

Adopted this 3rd day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.6. It was moved by Alderperson Holland, seconded by Alderperson Nudo, to approve Resolution 101-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 100-09

BY: BOARD OF WATER COMMISSIONERS

CITY OF KENOSHA WATER UTILITY

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

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

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

and has heard all persons desiring audience at such hearing:

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

1. That the report of the Board of Water Commissioners pertaining to the construction of the above described public improvements including plans and specification therefore, as modified, is hereby adopted and approved;

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August 3, 2009**

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

2. That the Board of Water Commissioners is authorized to advertise for bids or order use of force labor to carry out the work of such improvements in accordance with the report of the Board of Water Commissioners;
3. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report;
4. That benefits and damages shown on the report, as modified, are true and correct and are hereby confirmed;
5. That the assessments for all projects included in said report are combined as a single assessment, but any interested property owner shall be entitled to object to each assessment separately or both assessments jointly, for any purpose of purposes;
6. That the assessments may be paid in cash or in then (10) annual installments which will be placed on the tax roll to bear interest at the rate of 7.5% per annum on the unpaid balance; and,
7. the City Clerk is directed to publish this resolution in the official newspaper of the City. Adopted this 3rd day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

H.7. It was moved by Alderperson Juliana, seconded by Alderperson Carpenter, to approve Resolution 101-09. On roll call vote, motion carried unanimously and resolution was thereupon adopted as follows:

RESOLUTION NO. 101-09

BY: BOARD OF WATER COMMISSIONERS

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

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

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

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

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

WHEREAS, over these two week expeditions, a total of eleven 45 minute live feeds were completed in 2008 and seventeen in 2009. These connections reach over eight hundred (800) students who had a chance to experience the culture of Guatemala, learn about water and the water projects, and ask questions; and,

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

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

Adopted this 3rd day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

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

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

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

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

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

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

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

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

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

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

On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

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

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

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

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

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

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

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

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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

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

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

On roll call vote, motion carried unanimously.

ADJOURNMENT

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

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

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
DEPUTY CITY CLERK**

C1-C7

**Recommendations from the
Committee on Licensing/Permits
August 17, 2009**

Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	6/17/09	License Number	N575	Expiration Date	6/30/11	Name	Daniel P Brockman	Date of Birth	2/20/79	Address	891 Tiffany Farms Rd, Antioch, IL 60002	Business (where license is to be used)	Pizza Hut	Business Address	3902 52nd St
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Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
12-21-05	OPERATING AFTER REVOCATION	GUILTY	Y	25
08-11-05	POSSESSION OF THC	GUILTY	Y	35

City Attorney Recommendation :

Offense Demerit Points (above)	60
Were all offenses listed on application?*	Yes
Total Demerit Points	60

*Offense not listed = 25 demerit points.

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

City Attorney Comments:



Operator (Bartender) License Police Record Report

Applicant Information

Date of Application	7/22/09	License Number	N577	Expiration Date	6/30/11	Name	Sally A Zdanowicz	Date of Birth	9/16/61	Address	5506 31st Ave ✓	Business (where license is to be used)	Bombay Louie	Business Address	2227 60th St
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Check Here if No Adverse Record

Driver's License Status

VALID

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-08-07	OPERATING WHILE INTOXICATED	GUILTY	Y	25
08-08-05	DC/ANNOYING PHONE CALLS	GUILTY	Y	25
04-13-06	DC/ANNOYING PHONE CALLS	GUILTY	Y	25
07-06-06	ANIMAL AT LARGE	GUILTY	Y	N/A

City Attorney Recommendation :

Offense Demerit Points (above)	75
Were all offenses listed on application?*	Yes
Total Demerit Points	75

*Offense not listed = 25 demerit points.

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

City Attorney Comments:

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

Check One:

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



Item # C.2.
City of Kenosha
Common Council Agenda
8/17/09

1. Applicant Name Brian D'Angelo
 2. Business Name Bacchus Billiards

3. Property Information

a. Address ~~2917 Green Tree Lane~~ 5010-7th Avenue

b. Owner Brian D'Angelo

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

d. Square Footage of Building 3,030 sq ft Assessed Value of Property 330,000

e. Assessed Value of Personal Property (furniture, fixtures, equipment) to be used in the business \$ 36,000

4. Number of Full Time Employees 0 Number of Part Time Employees _____

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

Gross Monthly Revenue	
Alcoholic Beverages	<u>3,000</u>
Food	<u>3,000</u>
Other (specify)	<u>3,000</u>
Total Gross Monthly Revenue	<u>9,000</u>

Basis for estimates
Similar businesses

6. Explain how the issuance of this license will benefit the City:
It will sustain a 13-year business increasing profits and tax returns. Generate employment for 3-4 new employees.

7. List other factors the Common Council should consider:
Sophisticated establishment that the city would be proud of for entire families to enjoy.

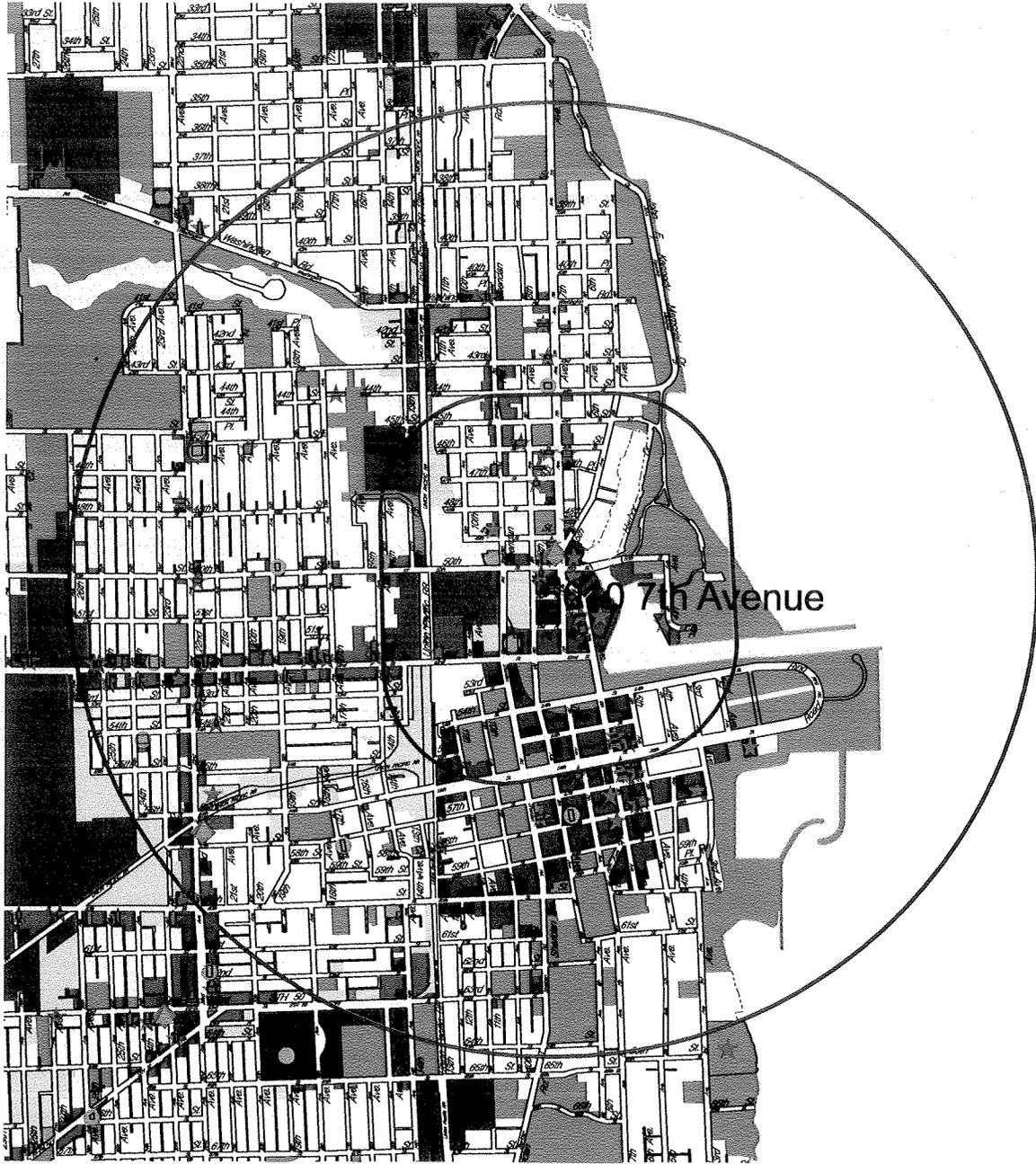
Applicant Signature Brian D'Angelo

FOR OFFICE USE ONLY

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

City of Kenosha

Class "B" Beer/"Class B" Liquor Application
5010 7th Avenue



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

Note: Residential Districts are not colored.

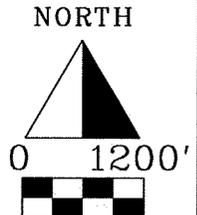
Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

———— 5,280 ft from Applicant

———— 6 blocks from Applicant

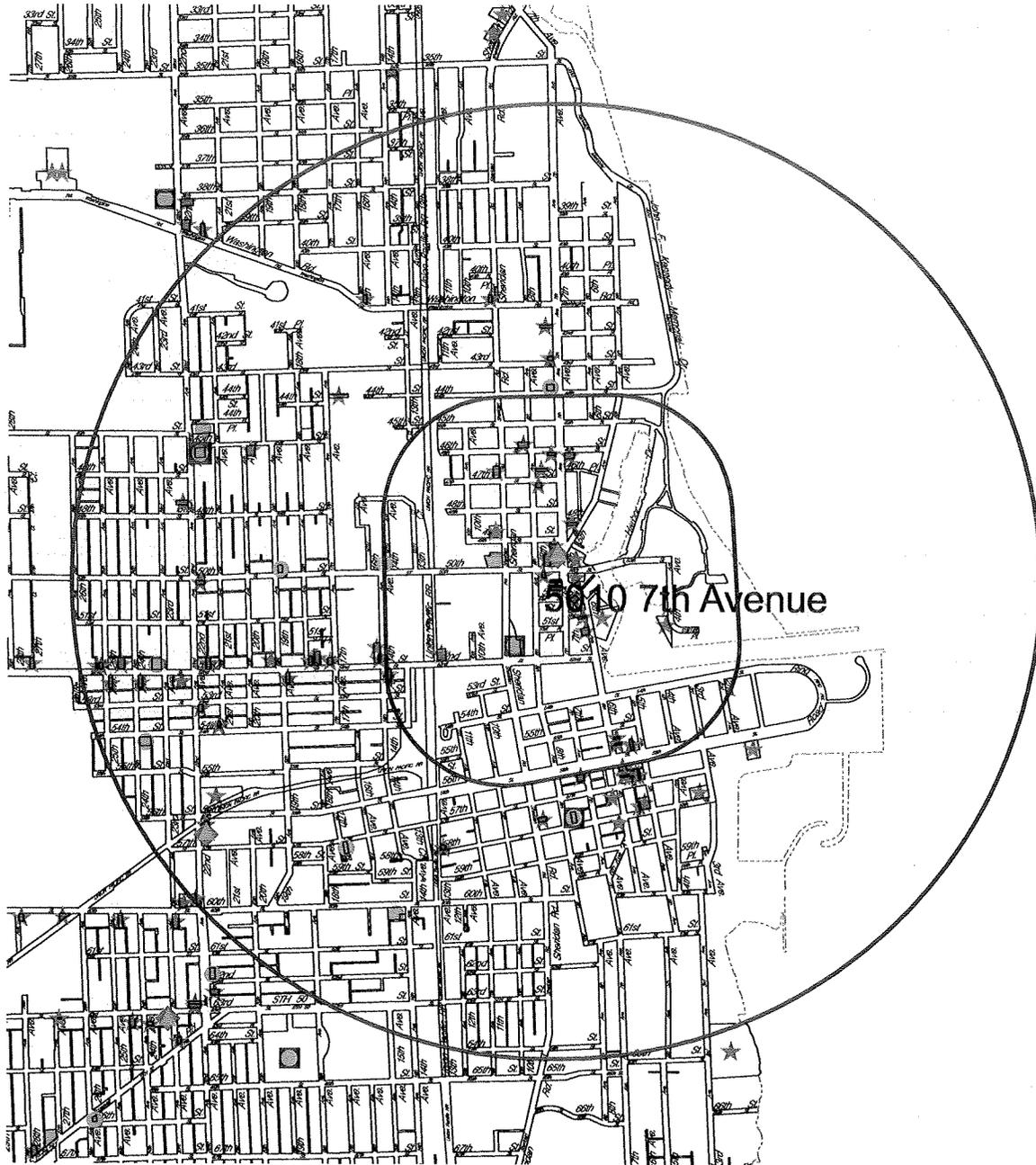
5,280 ft Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	12	3	2	62	2
Other Districts	0	0	0	1	0

6 Block Radius	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	3	1	1	23	1
Other Districts	0	0	0	0	0



City of Kenosha

Class "B" Beer/"Class B" Liquor Application 5010 7th Avenue



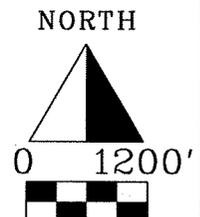
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

———— 5,280 ft from Applicant

———— 6 blocks from Applicant

5,280 ft Radius	Liquor Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	12	3	2	62	2
Other Districts	0	0	0	1	0

6 Block Radius	Liquor Class				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	1	0
Business Districts	3	1	1	23	1
Other Districts	0	0	0	0	0



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

Check One:

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


 Item # C.3.
 City of Kenosha
 Common Council Agenda
 8/17/09

1. Applicant Name Richard Yuenkel
 2. Business Name ACES

3. Property Information

a. Address 2901- 60th Street - Kenosha WI

b. Owner K+K JENKINS LLC

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

d. Square Footage of Building 2100 Assessed Value of Property 150,000⁰⁰

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

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

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

	Gross Monthly Revenue
Alcoholic Beverages	<u>12,000 - 13,000</u>
Food	<u>8,000 - 9,000</u>
Other (specify)	
Total Gross Monthly Revenue	<u>18,000 - 24,000</u>

Basis for estimates
Previous owner/s

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

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

Applicant Signature [Signature]

FOR OFFICE USE ONLY

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

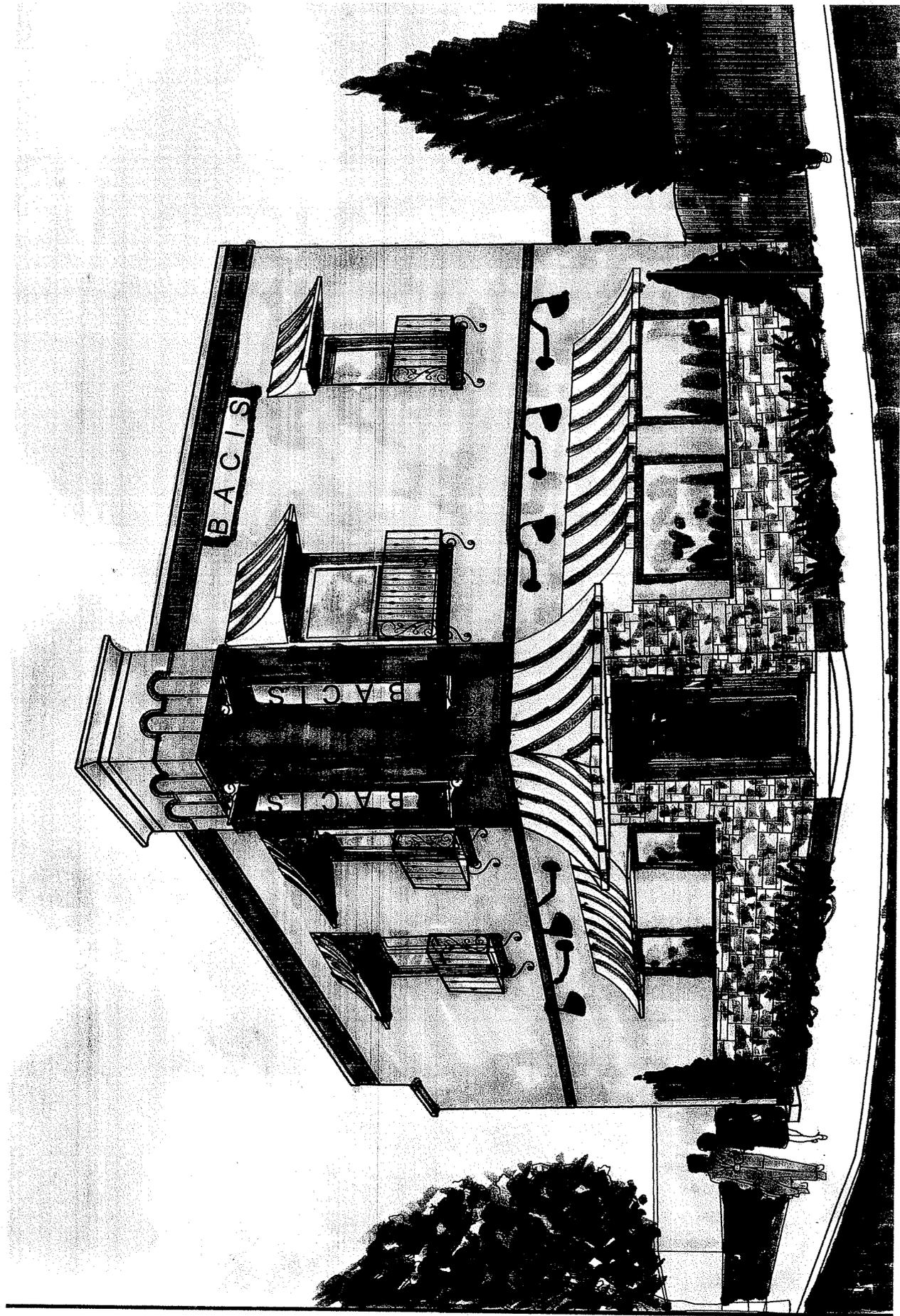
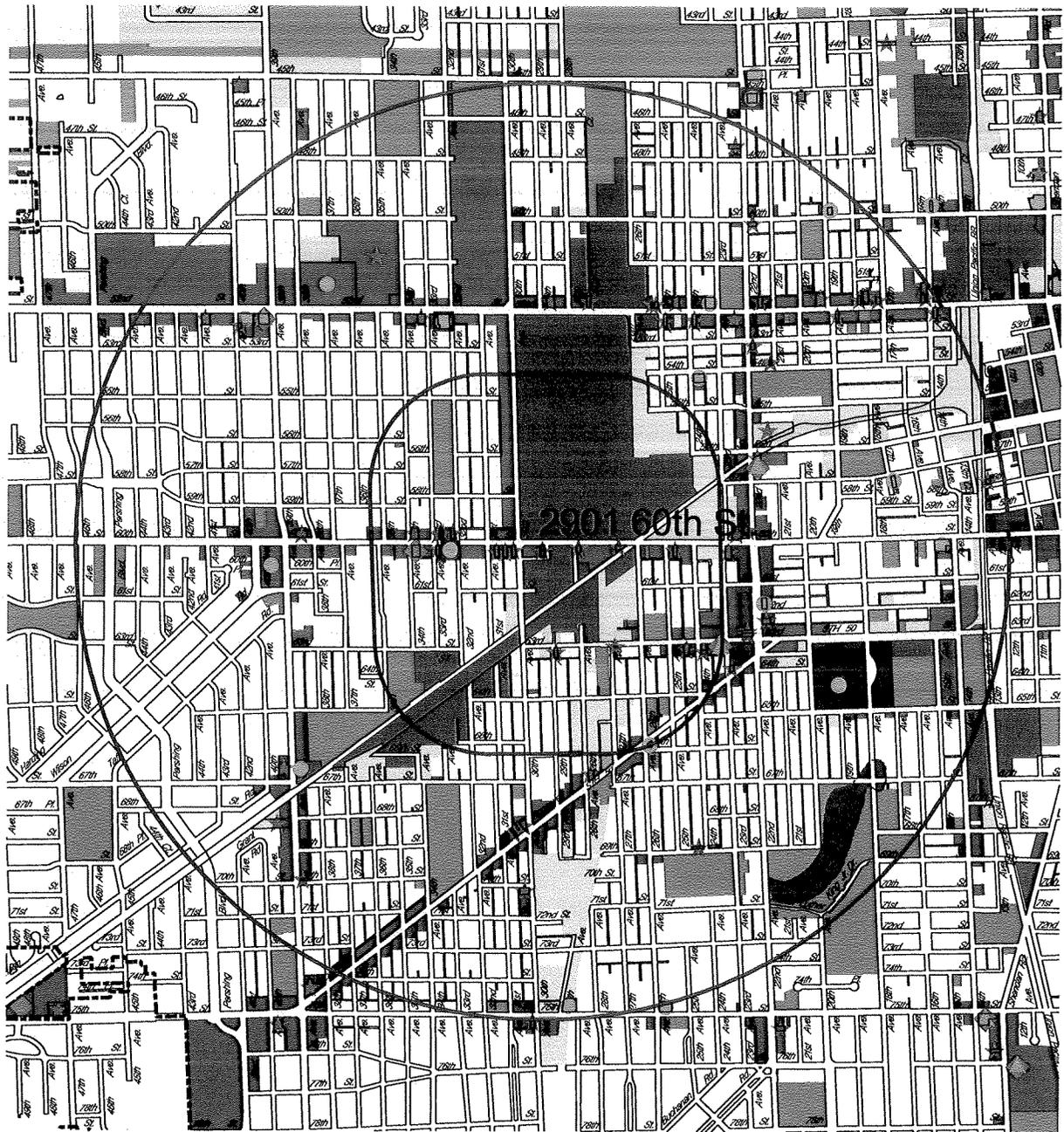


Exhibit A "Bacis"
2901-60th St.

City of Kenosha

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



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

Note: Residential Districts are not colored.

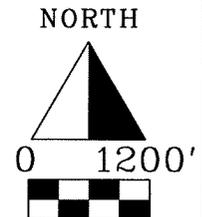
Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

5,280 ft from Applicant

6 blocks from Applicant

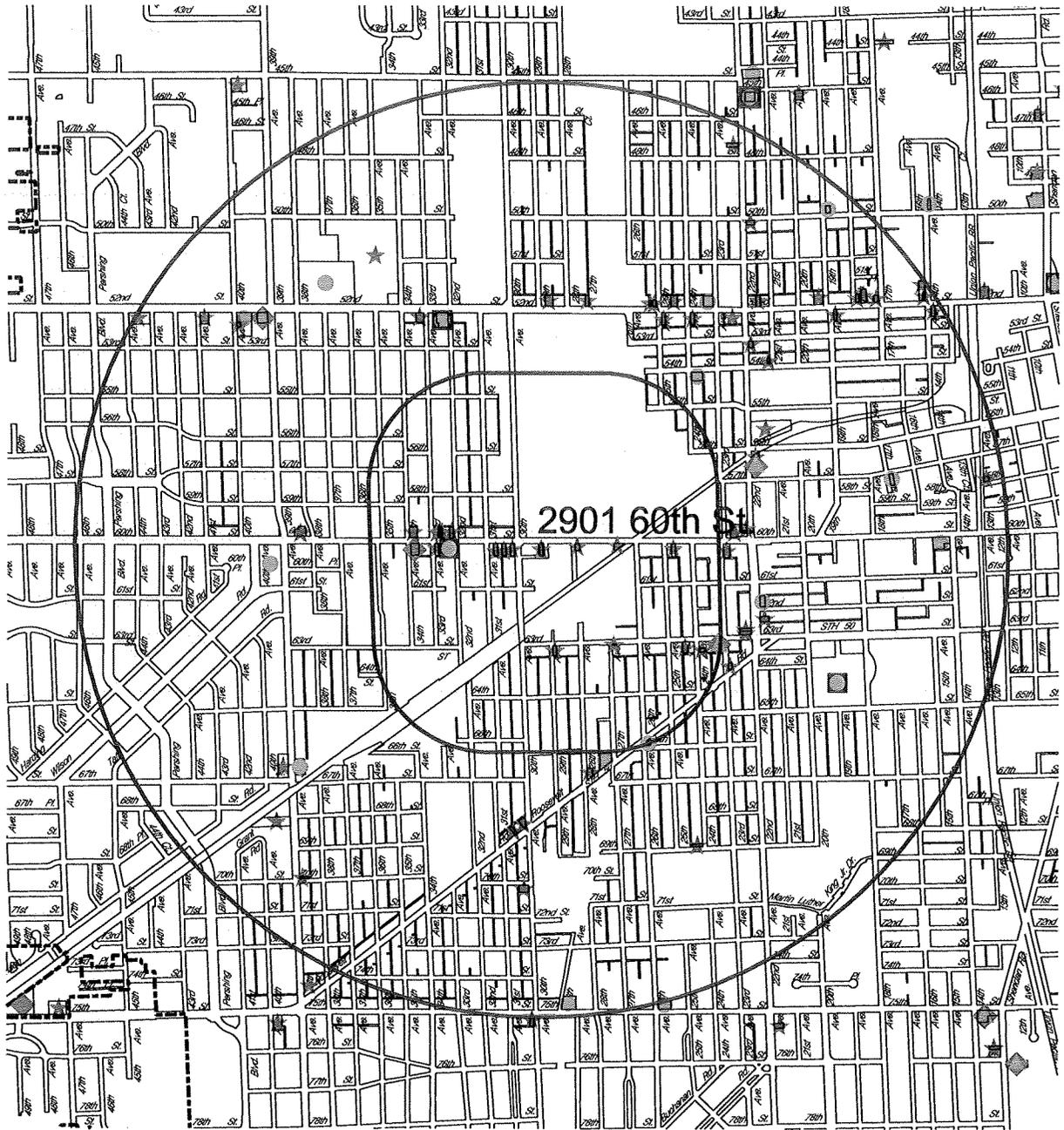
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	17	3	4	59	3
Other Districts	0	0	0	0	0

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



City of Kenosha

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



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

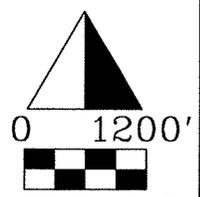
———— 5,280 ft from Applicant

———— 6 blocks from Applicant

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

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

NORTH



APPLICATION FOR DAILY CABARET LI
CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 213-Daily \$50.00/Day

Date of Application 7-21-09 Date of Event AUG 22ND '09

Explanation of Event ROCK THE BLOCK

1. Licensee Name G KNOWS INC / D.B.A. RUMORS
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address 1912-52ND ST.

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

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 4-10-59

5. Address 4206-27TH ST

6. Driver's License Number: M530-1045-9630-05
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

TOBACCO VIOLATION 2007

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

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

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

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

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

RUMORS 1912-5200 ST KENOSHA, WI 53140

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

6335-40TH AVE KENOSHA
4206-27TH ST

Applicant's Signature Crystal Monday Date: 7-21-09

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

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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



**APPLICATION FOR DAILY CABARET LICENSE
CITY OF KENOSHA**

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 213-Daily \$50.00/Day

Date of Application 8-7-09 Date of Event 8-22-09

Explanation of Event Rock The Block (Boys & Girls club)

1. Licensee Name ~~ST~~ STellar MANAGEMENT INC NORMS SO SOLD ON INN
(NOTE: must be same name as beer/liquor license)

2. Business Name & Address NORMS SO SOLD ON INN 1819 5th Ave S

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

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 2-12-74

5. Address 3017 89th ST

6. Driver's License Number: C635-7967-405A-02
(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

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

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

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

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

NORMS Solsider INN
Metco Decorating

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

5609 4649 AVE
3017 89th ST

Applicant's Signature [Signature] Date: 8-7-09

PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES
A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.
B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years.
Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.
§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS
The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

APPLICATION FOR YEARLY CABARET LICENSE
CITY OF KENOSHA

NOTE: ALLOW 15 DAYS FOR PROCESSING & APPROVAL

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

Type: 212-Yearly \$200.00/Year (Expires 6/30)



Item # C.5.

Date of Application 7/24/09

City of Kenosha
Common Council Agenda
8/17/09

1. Licensee Name P.J. Maghouse inc.

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

2. Business Name & Address 2621-30th Ave The Clubhouse Pub & Grille

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

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

4. Date of Birth of Agent (if Corporation/LLC) or Individual 9/30/71

5. Address 2501-47th Ct. Kenosha, WI. 53146

6. Driver's License Number: K161-5047-1323-03

(MUST INDICATE IF THIS IS NOT A WISCONSIN DL)

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

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

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

-OVER-

10. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

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

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

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

Inclusivos Pizzeria 2623-30th Ave. Kenosha,
Wi. 53144 27 yrs.

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

2501-47th Ct Kenosha, Wi. 53144 14 yrs.

Applicant's Signature 

Date: 7/24/09

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

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

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

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

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

§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS

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

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

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

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

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

 Item # C.6.a
City of Kenosha
Common Council Agenda
8/17/09

Date of Application July 27-2009

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

2. Business Name & Address Flints Inn 4708-22 Ave Kenosha

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

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

Date(s) waiver is sought (NOTE: if two days, must be consecutive): Aug 21-2009

Hours of operation: 7AM - 2AM

Proposed purpose of waiver: Birth day Party

Applicant's Signature Robert Verley Date: 7-27-09
(Licensee/Officer/Member/Manager/Partner/Individual)

Subscribed and sworn to before me
this 27 day of July, 2009

Dore S. Hoff
Notary Public, Kenosha County, WI
My Commission Expires 6/19/2011

To be completed by Clerk:
Date Received and Filed 7/25/09

Date Reported to Council _____

Date Waiver Granted _____

Date Waiver Issued _____

Initials RV

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

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

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

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

Item # C.6.6
City of Kenosha
Common Council Agenda
8/17/09

Date of Application 9-4-09

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

2. Business Name & Address SUN ARCHES TAVERN - COMPANY OF CATERING LLC
3501-14TH

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

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

Date(s) waiver is sought (NOTE: if two days, must be consecutive): 9-28-09

Hours of operation: 3pm / 10pm

Proposed purpose of waiver: Thank business party

Applicant's Signature [Signature] Date: 9-4-09
(Licensee/Officer/Member/Manager/Partner/Individual)

Subscribed and sworn to before me
this 4th day of Aug, 2009

[Signature]

Notary Public, Kenosha County, WI
My Commission Expires _____

To be completed by Clerk: 8/4/09

Date Received and Filed _____

Date Reported to Council _____

Date Waiver Granted _____

Date Waiver Issued _____

Initials _____

D1-D2

**Ordinances 1st Reading
August 17, 2009**

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
ASSISTANT CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

July 21, 2009



Item # **D.1.**
City of Kenosha
Common Council Agenda
8/17/09

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Matthew A. Knight,
Assistant City Attorney

RE: **To Repeal and Recreate Section 11.02 E. of the Code of General Ordinances Regarding Objectionable Language**

Please find attached an original, the redline version and twenty-five (25) copies of the above mentioned Ordinance. Kindly place same on the next Common Council Agenda for referral to the Committee on Public Safety and Welfare. Thank you.

A handwritten signature in black ink, appearing to read 'M.A. Knight'.

MATTHEW A. KNIGHT,
Assistant City Attorney

MAK:ri

Attachments

cc: Mayor Keith G. Bosman
Frank J. Pacetti, City Administrator
Alderman Patrick Juliana
Edward R. Antaramian, City Attorney
William K. Richardson, Assistant City Attorney

ORDINANCE NO. _____

BY: ALDERMAN PATRICK JULIANA

**TO REPEAL AND RECREATE SECTION 11.02 E. OF THE
CODE OF GENERAL ORDINANCES REGARDING
OBJECTIONABLE LANGUAGE**

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

Section One: Section 11.02 E. of the Code of General Ordinances

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

E. Objectionable Language. Use any profane, vile, filthy or obscene language in any public place within the hearing of other persons in such public place, or within the hearing of the Fire or Police Department, or any member thereof, while engaged in the performance of his/her duty or any official function.

Section Two: This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

*REDLINE VERSION

BY: ALDERMAN PATRICK JULIANA

**TO REPEAL AND RECREATE SECTION 11.02 E. OF THE
CODE OF GENERAL ORDINANCES REGARDING
OBJECTIONABLE LANGUAGE**

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

Section One: Section 11.02 E. of the Code of General Ordinances

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

E. Objectionable Language. Use any profane, vile, filthy or obscene language in any public place within the hearing of other persons in such public place, ~~or within the hearing of the Fire or Police Department, or any member thereof, while engaged in the performance of his/her duty or any official function.~~

Section Two: This Ordinance shall become effective upon passage

and publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney



CHARTER ORDINANCE NO. 37

BY: ALDERPERSON RAY MISNER

TO AMEND CHARTER ORDINANCE NO. 29, TO CREATE ARTICLE IV, SECTION I, SUBSECTION D, OF THE CIVIL SERVICE SYSTEM ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN TO REQUIRE APPROVAL OF THE COMMON COUNCIL FOR SATISFACTORY COMPLETION OF PROBATION FOR CERTAIN CITY OFFICIALS

The Common Council of the City of Kenosha, Wisconsin, by Charter Ordinance, pursuant to Section 66.01, Wisconsin Statutes, do ordain as follows:

Section One: CHARTER ORDINANCE NO. 29, for the City of Kenosha, Wisconsin, adopted October 5, 1981, and becoming effective December 4, 1981, as amended by Charter Ordinance No. 34, adopted on October 15, 2001, and becoming effective December 14, 2001, and Charter Ordinance No. 35, adopted on September 15, 2008, and becoming effective November 11, 2008, is hereby amended to create Article IV, Section I, Subsection D. as follows:

D. At least sixty (60) days prior to satisfactory completion of any probationary appointment for any appointed City officer for whom a probationary appointment was subject to confirmation by the Common Council, the Mayor shall, by any reasonable means, provide notice to the Alderpersons that the probationary appointment is approaching its conclusion. If not more than sixty (60) days, nor less than forty-five (45) days prior to the scheduled conclusion of the probationary appointment, three (3) Alderpersons file with the City Clerk a request to consider approval of the permanent appointment, then subject to applicable laws requiring notice to the public, the consideration of approval of the permanent appointment shall be placed for potential action on the agenda for the next meeting of the Common Council. Said probationary appointment shall be deemed successfully concluded unless the Common Council by a two-thirds vote of the entire Council either terminates employment of the appointed City officer or as an alternative to immediate termination, the Common Council may extend the probationary appointment for up to one (1) additional year, during which extended probationary appointment the Common Council will again consider the approval of the permanent appointment. Failure of the Mayor to provide the notice required herein shall not extend the scheduled conclusion of the probationary appointment.

Section Two: This Charter Ordinance shall be effective sixty (60) days after its passage by at least a two-thirds (2/3rds) vote of the members of the Common Council, and its publication, unless, within sixty (60) days, it be made subject to a referendum in the

manner prescribed by Section 66.0101 of the Wisconsin Statutes. The City Clerk/Treasurer shall file a certified copy of this Charter Ordinance with the Secretary of State for the State of Wisconsin.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

F1-F2

**Ordinances 2nd Reading
August 17, 2009**

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNEF



Item # **FI**
City of Kenosha
Common Council Agenda
8/17/09

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

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

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

1.01 COMMON COUNCIL

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

B. Duties of Alderpersons.

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

- a.** Unless excused for particular meetings by a majority vote of the Common Council, attend each duly scheduled regular or special meeting of the Common Council.
- b.** Unless excused for particular meetings by the Committee to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Committee.
- c.** Unless excused for particular meetings by the Commission or Board to which the Alderperson is appointed, attend each duly scheduled regular or special meeting of the Commission or Board.
- d.** Each calendar month provide a continuous eight (8) hour period of service availability to constituents, which eight (8) hour period will be exclusive of any other responsibilities; said service availability must be provided through public concourse, including, but not limited to, listening sessions, in-home constituent visits, or attendance at an aldermanic office.

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

C. Compensation.

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

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

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

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

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

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON RAY MISNER

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

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

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

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

1.01 COMMON COUNCIL

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

B. Duties of Alderpersons.

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

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

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

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

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

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

C. Compensation.

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

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

receive the following compensation:

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

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

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

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

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

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

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

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

Section Two:

This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ORDINANCE NO. _____

BY: ALDERPERSON TOD OHNSTAD



Item # **F2**
City of Kenosha
Common Council Agenda
8/17/09

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

ORDINANCE NO. _____

REDLINE VERSION

BY: **ALDERPERSON TOD OHNSTAD**

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

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

G1-G2

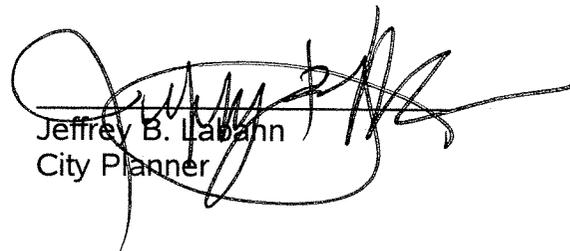
**Zoning Ordinances 2nd Reading
August 17, 2009**



VOTE SHEET	Kenosha City Plan Commission	Meeting of July 23, 2009	OLD
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Petition to rezone property at 6912 Sheridan Road from B-2 Community Business District to RG-1 General Residential District in conformance with Section 10.02 of the Zoning Ordinance, District 3. (Cornell)

ACTION TAKEN	AYES	NOES
APPROVE	8	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
COMMON COUNCIL	8/3/09 8/17/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE	7/31/09	8/07/09


 Jeffrey B. Labahn
 City Planner

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	July 23, 2009	Item 1
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Petition to rezone property at 6912 Sheridan Road from B-2 Community Business District to RG-1 General Residential District in conformance with Section 10.02 of the Zoning Ordinance, District 3. (Cornell) PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 6912 Sheridan Road

Vicinity Zoning/Land Use

North: B-2/Residential, Commercial
South: B-2/Commercial
East: RG-1/Residential
West: RS-3/Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Holland, has been notified. Property owners within 100 feet of the proposed rezoning have also been notified. This item will also be reviewed by the Common Council.

ANALYSIS:

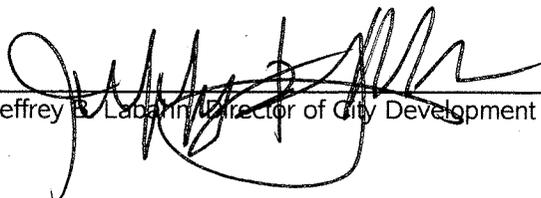
- The owner of the property has requested to rezone the property from B-2 Community Business District to RG-1 General Residential. The purpose of the rezoning is to allow the existing two-family residence on the site.
- Rezoning of the property to RG-1 General Residential is consistent with the existing land uses in the area.
- There is no adopted Land Use Plan for this site. Staff feels rezoning the site to RG-1 General Residential District, allowing the existing residence to remain on the site, will not have a negative impact on the area.

RECOMMENDATION:

A recommendation is made to approve the rezoning.



Brian Wilke, Development Coordinator
1CPC/2009/July23/fact-rezone-cornell

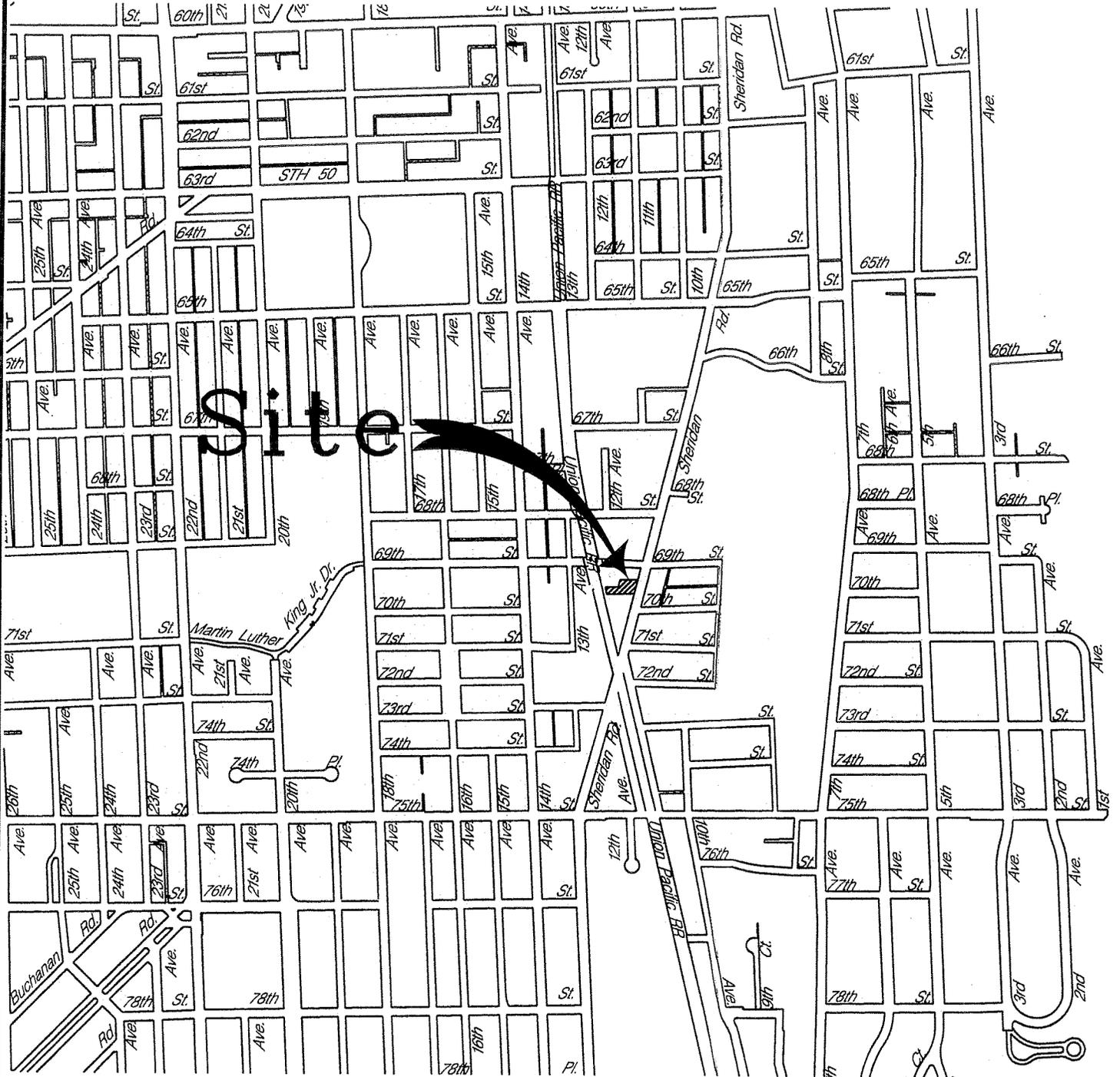


Jeffrey B. Laban, Director of City Development

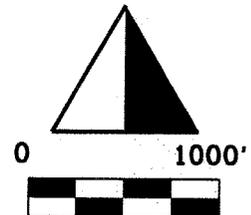
CITY OF KENOSHA

Vicinity Map

Cornell Rezoning



NORTH



REZONING ORDINANCE NO. _____

BY: THE MAYOR

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

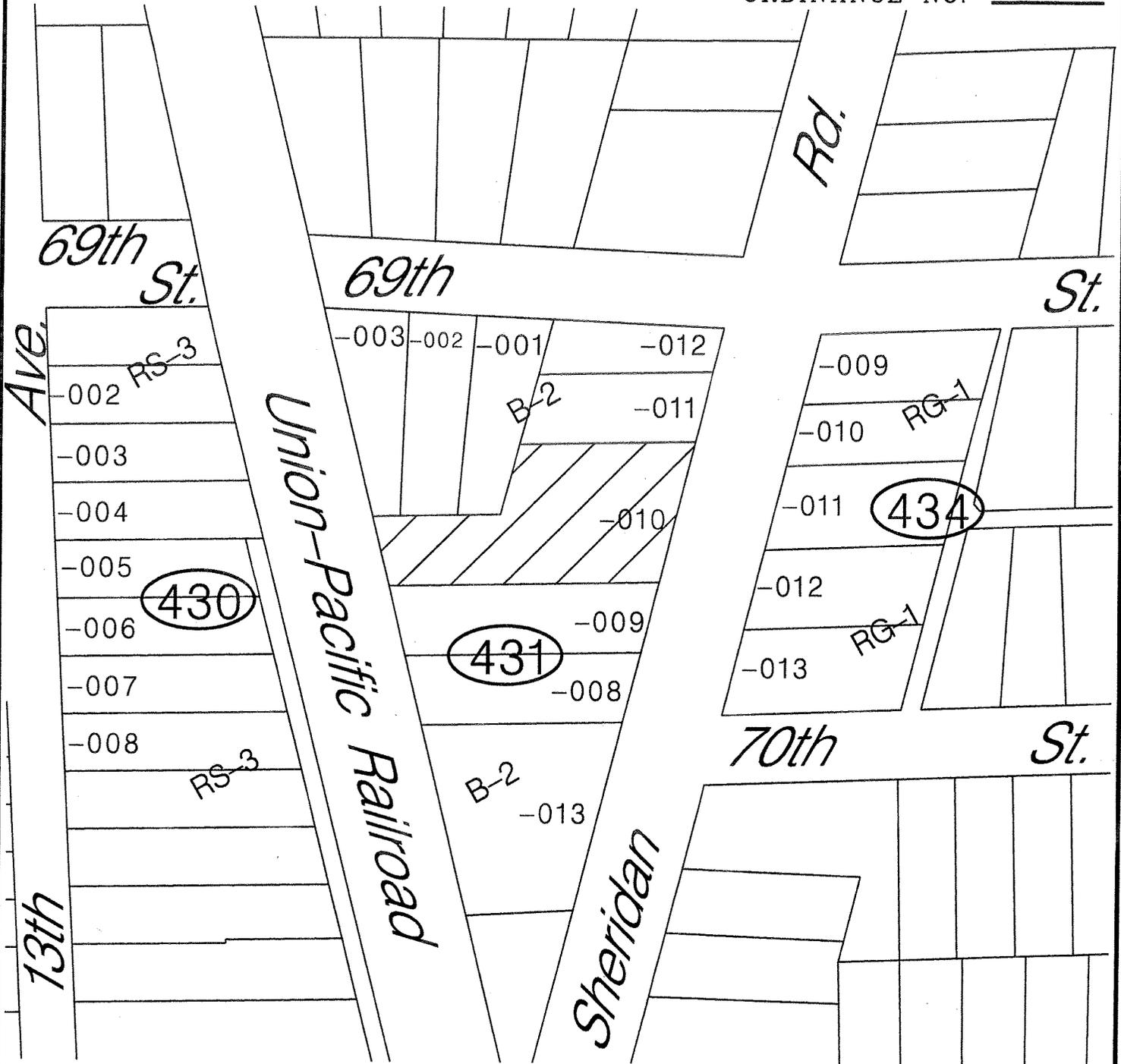
District Map

Rezoning

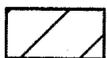
SUPPLEMENT NO. Z11-09

ORDINANCE NO. _____

Cornell Petition



Property to be rezoned from:



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

NORTH



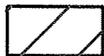
0 100'



CITY OF KENOSHA

Land Use Map

Cornell Rezoning



Property to be rezoned

NORTH



0 100'



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

July 8, 2009

Notice of Public Hearing

*Rezoning of property located 6912 Sheridan Road
Parcels #05-123-06-431-010 (Cornell)*

The City Plan Commission will hold a public hearing on a petition submitted by Harold Cornell to rezone property located at 6912 Sheridan Road.

The public hearing will be held on Thursday, July 23, 2009 in Room 202 of the Municipal Building, 625 52nd Street, Kenosha at 5:00 p.m.

Mr. Cornell has requested the rezoning from B-2 Community Business District to RG-1 General Residential District. The purpose of the rezoning is to allow the use of the existing residence on the property.

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 attached 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 17, 2009 in Room 200 of the Municipal Building at 7:00 p.m.

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 at 262.653.4030.

BW:kas
Enclosure

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 6912 Sheridan Road be rezoned from commercial To residential. The purpose of the rezoning is to permit occupancy 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 consistant 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 Harold Cornell at 1122 N Osborne Blvd Racine, WI 53405. I can be reached at 262 222 0909 if there are any questions regarding my request for the rezoning.

Sincerely,

Harold R. Cornell
Betty J. Cornell

Currant Property Owner

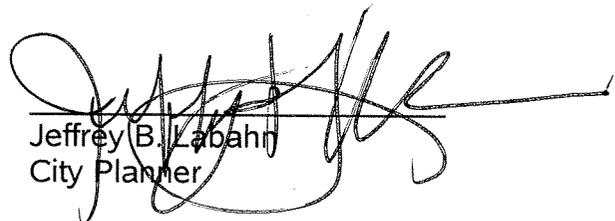


new

VOTE SHEET	Kenosha City Plan Commission	Meeting of July 23, 2009	
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Petition to rezone properties located at 5910 and 5920 37th Avenue Avenue from RG1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District 11. (McMiller/Flores)

ACTION TAKEN	AYES	NOES
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	8/3/09 8/17/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE	7/31/09	8/07/09


 Jeffrey B. Labahn
 City Planner

<p align="center">FACT SHEET</p> <p align="center">Kenosha City Plan Commission</p>	<p align="center">City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030</p>	<p align="center">July 23, 2009</p>	<p align="center">Item 2</p>
<p>Petition to rezone properties located at 5910 and 5920 37th Avenue Avenue from Rg-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District # 11. (McMiller/Flores) PUBLIC HEARING</p>			

LOCATION/SURROUNDINGS:

Site: 5910 and 5920 37th Avenue
 Neighborhood: McKinley

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Nudo, has been notified. Property owners within 100 feet of the proposed rezoning have also been notified. The Common Council is the final review authority.

ANALYSIS:

- The owners of the properties have requested to rezone their properties from Rg-1 General Residential District to B-2 Community Business District. The purpose of the rezoning is to allow the future rebuilding of the existing Speedway Gas Station at 3708 60th Street.
- Per Section 10.05 of the Zoning Ordinance, the development of the property will be required to be consistent with and approved development plan. A copy of the applicant's (Speedway Super America, LLC) proposal is attached for reference. Prior to development, the applicant will also be required to obtain final approval through a Conditional Use Permit (CUP). The City Plan Commission is the review authority for the Conditional Use Permit. The final development will also be required to be in compliance with the applicable City and State Ordinances, codes and development standards.
- A similar rezoning was proposed before the City Plan Commission on December 6, 2007. That rezoning proposal included only the property at 5720 37th Avenue. The applicant was proposing to rebuild the existing gas station/convenience store and needed one more property to fit their proposal on site. Since the proposed site plan did not meet the rear yard setback of twenty-five (25') feet and the rezoning was encroaching commercial zoning further in to the residential neighborhood, Staff recommended denial of the rezoning. The City Plan Commission agreed with Staff and denied the rezoning request. The item was withdrawn before the Common Council acted on it. A copy of those City Plan Commission minutes are attached.
- The applicant has again approached the City about rebuilding the existing gas station/convenience store. With this proposal, the applicant has 5910 and 5920 37th Avenue under contract (the two subject properties for rezoning) as well as the property at 5923 38th Avenue, which is already zoned B-2 Community Business District. The attached concept plan shows that the rear yard setback could be met with the purchase and rezoning of the two properties on 37th Avenue.
- Staff has been working with the applicant on the design of the site and building. At this time, Staff does not have a plan that we consider acceptable in order to recommend an approval of the rezoning. The issues can be broken in to two categories, Zoning Ordinance requirements and discretionary requirements.
 - Zoning Ordinance: In order to meet the Zoning Ordinance requirements, additional articulation is required on the north and west elevations of the building. This can be accomplished by using the proposed bricks and making columns or insets that replicate the proposed window pattern on the front and street sides. Staff is willing to look at other options for the required articulation.

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	July 23, 2009	Item
Petition to rezone properties located at 5910 and 5920 37 th Avenue Avenue from Rg-1 General Residential District to B-2 Community Business District in conformance with Section 10.02 of the Zoning Ordinance, District # 11. (McMiller/Flores) PUBLIC HEARING			

- Discretionary: The proposal is now to rezone two properties that will further encroach the commercial into the residential neighborhood. In order for Staff to support this and to attempt to minimize the impact on the neighborhood character, Staff is looking for a unique building with a residential character to better harmonize with the surrounding residential. The applicant has proposed some dormers on the roof. Staff agrees with this proposal, but suggests that they be better proportioned with the size of the building. The applicant has also added quoines to the front corners of the building for a more residential character. Beyond these upgrades, Staff requested windows with more residential character (i.e. shutters, window panes/grids) and either a full or partial pitched shingled roof on the gas canopy. The applicant has indicated their unwillingness to provide these upgrades due to cost concerns.

- The applicant was made aware of Staff's concerns and has chosen to proceed forward with the rezoning request without the full support of City Staff.

RECOMMENDATION:

Since the plans do not comply with the design requirements of Section 14 of the Zoning Ordinance, a recommendation is made to deny the rezoning request.



Brian R. Wilke, Development Coordinator
/u2/acct/cp/csusans/CPC/2009/7-23Mtg/fact-BW-cup-Speedway.odt



Jeffrey B. Laban, Director of City Development

REZONING ORDINANCE NO. _____

BY: THE MAYOR

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

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

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

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

CITY OF KENOSHA

District Map

Rezoning

SUPPLEMENT NO. Z12-09

ORDINANCE NO. _____

McMiller/Flores Petition

Ave.

Ave.

59th

St.



60th

37th

RG-1

St.

38th

Property to be rezoned from:

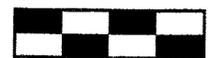


*RG-1 General Residential to
B-2 Community Business*

NORTH



0 100'



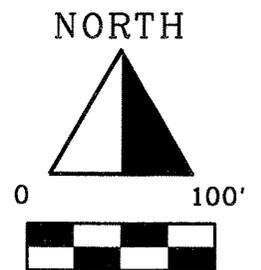
CITY OF KENOSHA

Land Use Map

McMiller/Flores Rezoning



 *Property to be rezoned*



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

Notice of Public Hearing

The City Plan Commission will hold a public hearing on a petition submitted by Curtis and Ruby McMiller and Antonio Flores to rezone their properties located at 5910 and 5920 27th Avenue.

The public hearing will be held at 5:00 pm on July 23, 2009 in Room 202 of the Municipal Building located at 625 - 52nd Street, Kenosha, WI 53140.

The rezoning request would allow for the reconstruction of the existing Speedway gas station located at 3708 60th Street. A development plan has been submitted to the City for review.

You are being notified of these public hearings because, as the owner of property located within 100-feet of a 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 attached 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 August 17, 2009 at 7:00 pm 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. Please contact Brian Wilke at 262.653.4030 or via e-mail at bwilke@kenosha.org with any questions or for further information.

June 17, 2009

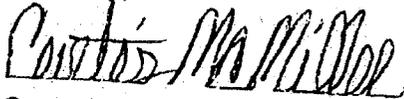
The Honorable Mayor
and Members of the Common Council
Kenosha, WI

Dear Members of the Common Council:
It is requested that my property located at 5920 37th Avenue (Parcel Number 09-222-36-359-007) be rezoned from "RG-1" General Residential District to B-2 "Community Business District. The purpose of the rezoning is to permit the sale of the property and reconstruction of the adjacent Speedway Gas Station and Convenience Store.

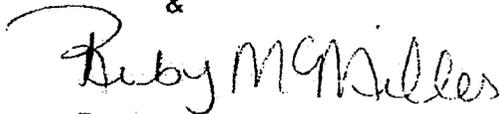
Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required 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 Marathon Petroleum Company, Attn: Richard Maurer at 539 South Main Street, Findlay, OH 45840 (Phone: 419-421-3230). I can be reached at 262-694-7708 if there are any questions regarding my request for the rezoning.

Sincerely,



Curtis McMiller
&



Ruby McMiller
Current Property Owners

June 17, 2009

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 5910 37th Avenue (Parcel Number 09-222-36-359-008) be rezoned from "RG-1" General Residential District to B-2 "Community Business District. The purpose of the rezoning is to permit the sale of the property and reconstruction of the adjacent Speedway Gas Station and Convenience Store.

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 Marathon Petroleum Company, Attn: Richard Maurer at 539 South Main Street, Findlay, OH 45840 (Phone: 419-421-3230). My attorney, Daniel Kirschnik can be reached at 262-694-7300 if there are any questions regarding my request for the rezoning.

Sincerely,

Antonio Flores

Antonio Flores
Current Property Owner

**Rezoning Application
City of Kenosha, Wisconsin**

<i>Applicant Information</i>	
Name of applicant: MARATHON PETROLEUM COMPANY RICHARD J. MAURER	
Address of applicant: 539 S. MAIN ST. FINDLAY, OH 45840	
Home Phone: CELL 419-348-4956	Work Phone: 419-421-3230
<i>Property Owner Information</i>	
Property Owner (if different than applicant): 1) CURTIS & RUBY McMILLER 2) ANTONIO FLORES	
Address: 1) 5920 37 th AVE., KENOSHA, WI 2) 5910 37 th AVE., KENOSHA, WI	
Home Phone: 1) 262-694-7708 2) 262-694-7300 (DANIEL KIRSCHNIK, ATTORNEY FOR OWNER)	Work Phone:
<i>Property Information</i>	
Address or parcel number of subject property: 1) 09-222-36-359-007 2) 09-222-36-357-008	
Current Zoning District: 1) RG-1 2) RG-1	Proposed Zoning District: 1) B-2 2) B-2
Proposed Type of Rezoning: (check all applicable) <input type="checkbox"/> Single-family residential <input type="checkbox"/> Two-family residential <input type="checkbox"/> Multi-family residential (3 or more units) <input checked="" type="checkbox"/> Institutional, Commercial or Industrial	
Staff Use Only	
Fee collected: \$ _____ Date: _____ By: _____ (initials)	

Applicant shall be responsible for completing this application, as well as submitting the rezoning request letter (sample attached).



Know what's below.
Call before you dig.

CONTRACTOR SHALL VERIFY UNDER EXISTING AND UNDER GUTTER DRAINAGE
RESULTS FOR ALL UTILITIES TO BE REPAIRED OR RELOCATED. ALL UTILITIES
NOT SHOWN ON THIS DRAWING SHALL BE IMMEDIATELY REPORTED TO THE
UTILITY COMPANY AT THE ADDRESS LISTED BELOW.

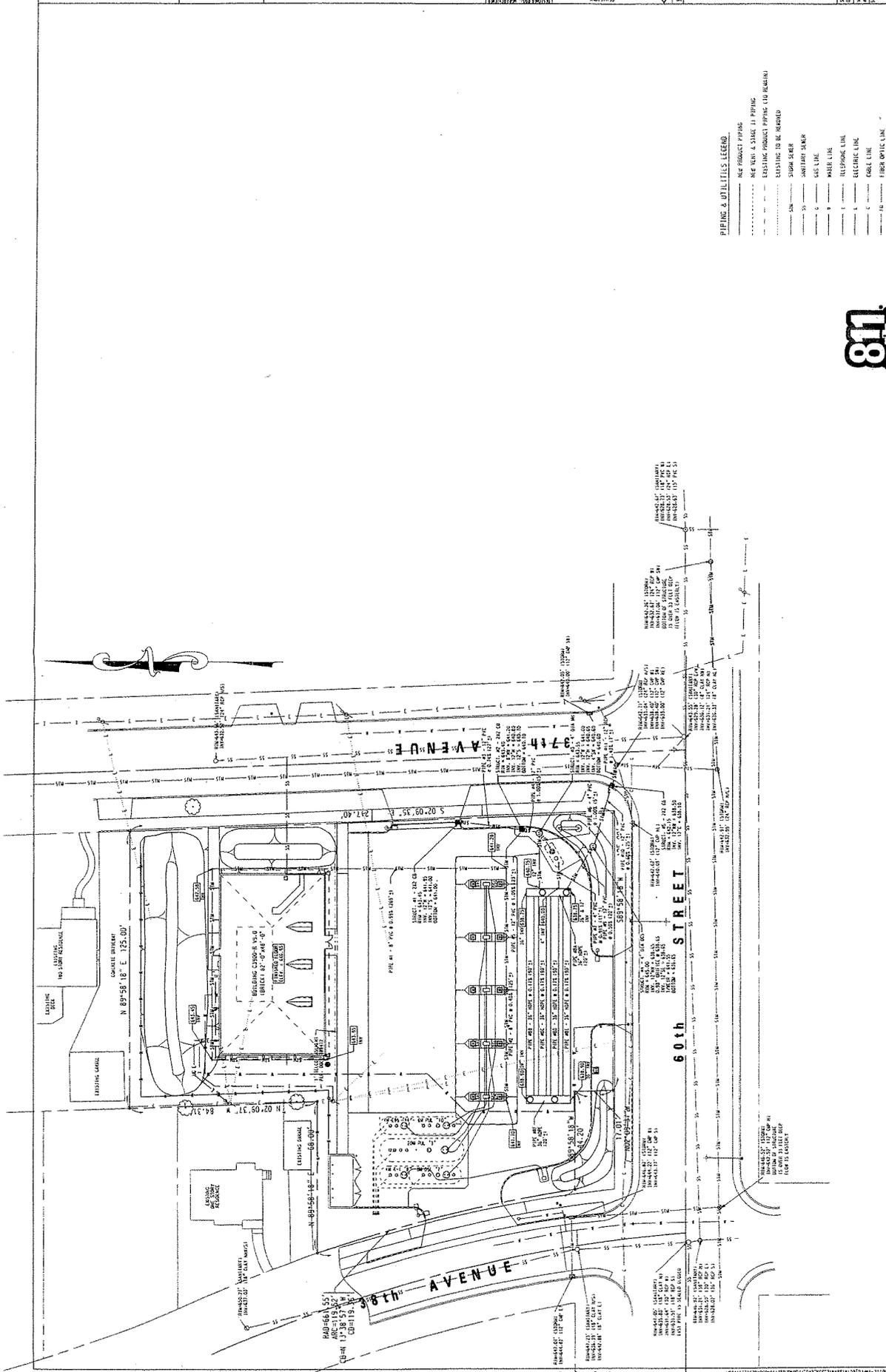
- PIPING & UTILITIES LEGEND**
- NEW PRODUCT PIPING
 - NEW TRENCH & STAKE TO PIPING
 - EXISTING PRODUCT PIPING (TO REMAIN)
 - EXISTING TO BE REPAIRED
 - STORM WATER
 - SANITARY SEWER
 - GAS LINE
 - WATER LINE
 - TELEPHONE LINE
 - ELECTRICAL LINE
 - CABLE LINE
 - FIBER OPTIC LINE

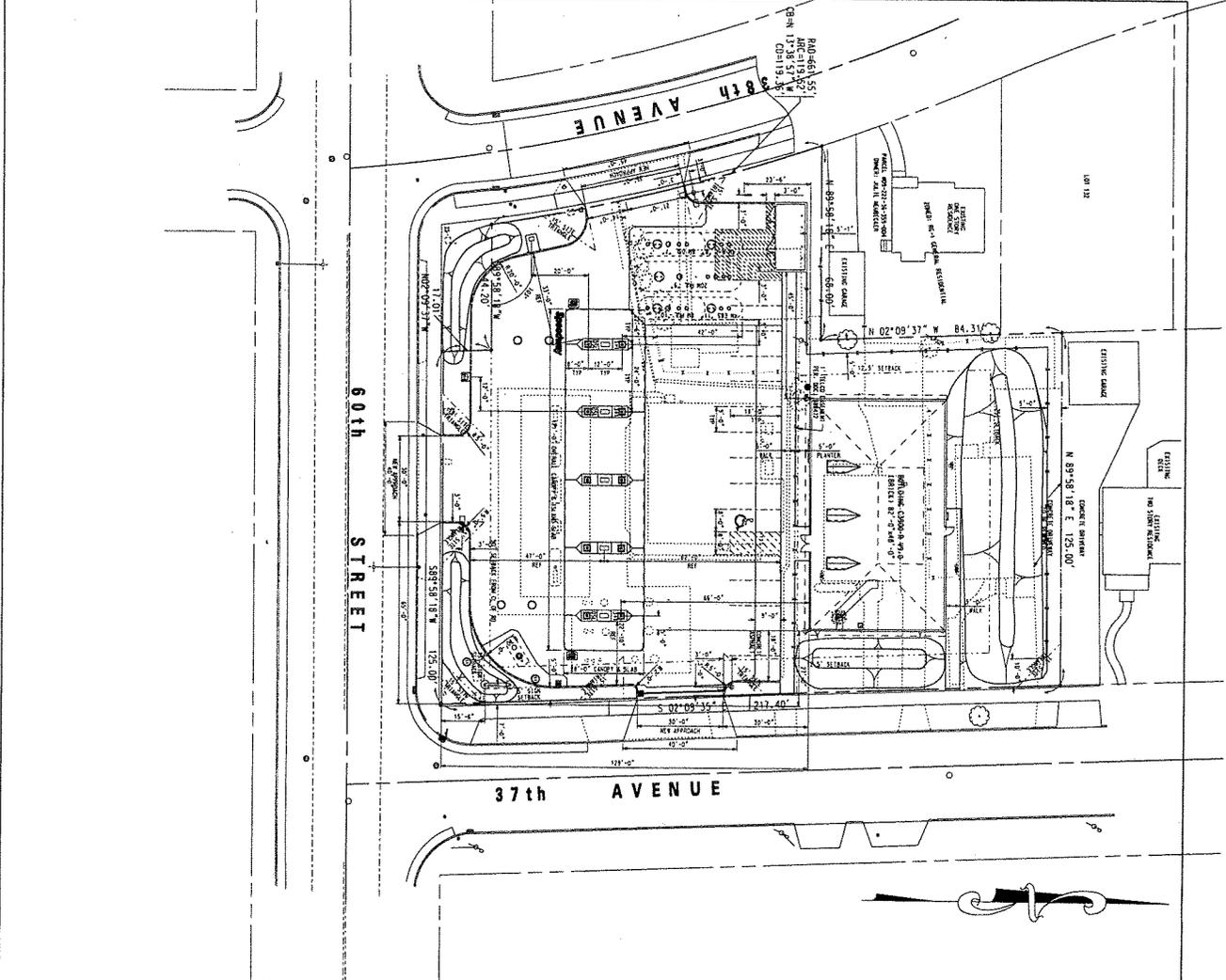
4029-CU

0004029
056407

REBUILD
2700 60th STREET
KENOSHA COUNTY
KENOSHA, WI

Speedway
A Subsidiary of Speedway Performance Company LLC
Speedway Performance Company LLC
10000 Industrial Parkway
Kenosha, WI 53140
Tel: 920.393.8888
Fax: 920.393.8889
www.speedwayperformance.com





LEGEND

————— NEW CONCRETE
 ————— CONCRETE TO REMAIN
 TO BE REMOVED UNLESS OTHERWISE NOTED
 (H&L) REFERENCE DIMENSIONS ARE SHOWN TO FACES UNLESS OTHERWISE NOTED FOR CONSTRUCTION.

PROJECT NO.	0004029
REVISION NO.	056407
DATE	08/27/09
BY	J. BLANK
CHECKED BY	J. BLANK
SCALE	AS SHOWN

**PLOT PLAN
 REBUILD**
 2706 60th STREET
 KENOSHA COUNTY
 KENOSHA, WI

NO.	REVISIONS	DATE	BY	CHECKED BY

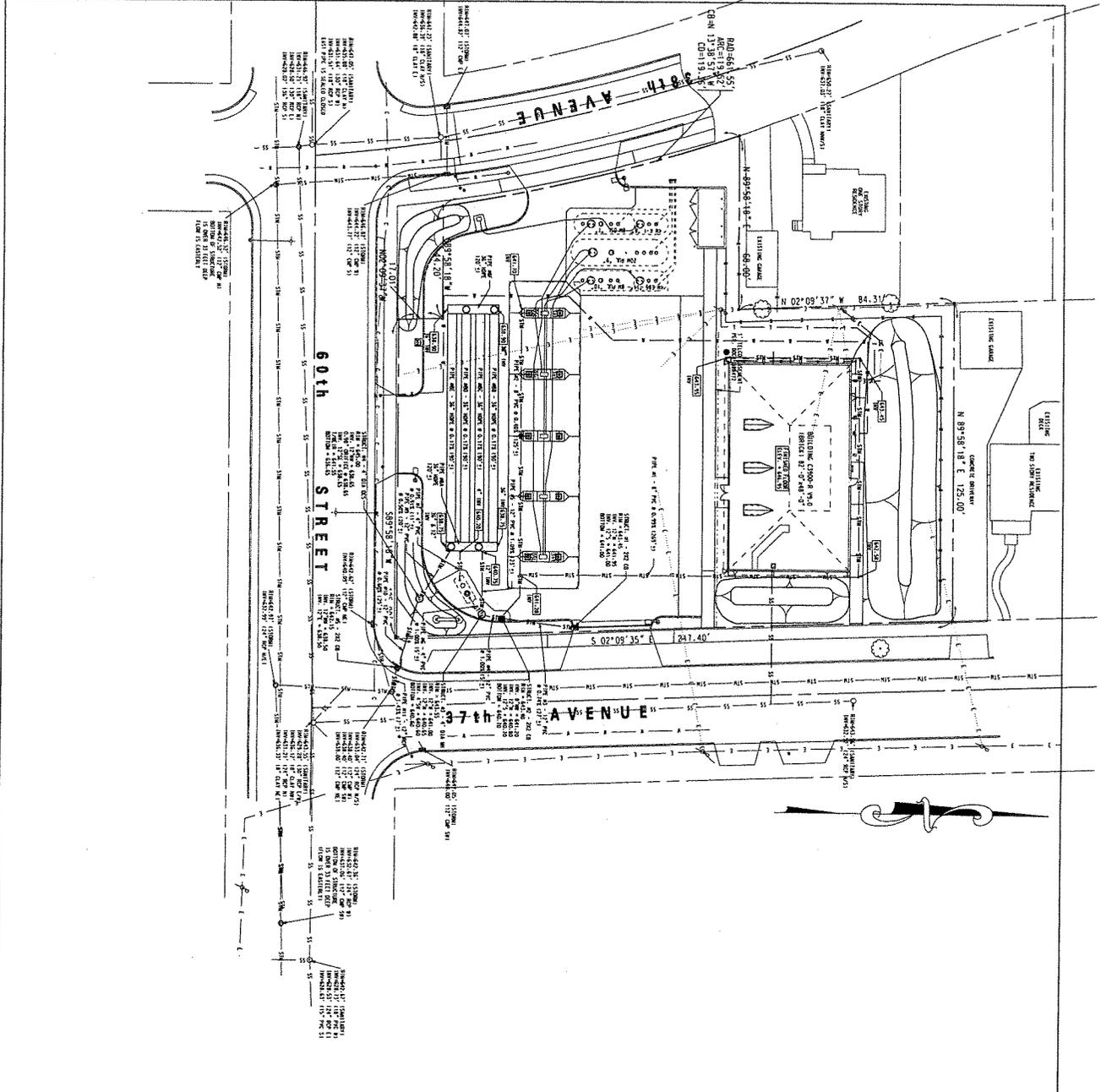
Speedway
SUPERAMERICA

Established 1998

Owned by Speedway SuperAmerica LLC
 2706 60th Street, Kenosha, WI 53142

Owned by Marathon Petroleum Company LLC
 Building & Transportation Engineering Dept.

This drawing is the property of Speedway SuperAmerica LLC and is not to be used for any other purpose without the written consent of Speedway SuperAmerica LLC.



- CONSTRUCTION SHALL VERIFY TARGET UTILITIES AND OTHER CRITICAL DIMENSIONS LISTED ON THIS DRAWING. VERIFY UTILITIES IN FIELD AND BE RESPONSIBLE FOR ANY SIGNIFICANT DISCREPANCIES. SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES LISTED ON THIS DRAWING. SHALL BE RESPONSIBLE FOR ANY DISCREPANCIES LISTED ON THIS DRAWING.**
- PIPING & UTILITIES LEGEND**
- NEW PRODUCT PIPING
 - EXISTING PRODUCT PIPING (NO REPAIR)
 - EXISTING TO BE REMOVED
 - 12" STORM SEWER
 - 6" SANITARY SEWER
 - 6" GAS LINE
 - WATER LINE
 - TELEPHONE LINE
 - ELECTRIC LINE
 - CABLE LINE
 - 14" FIBER OPTIC LINE

4079-CU

DATE: 01/18/2009
 TIME: 11:52:18 AM
 PROJECT: 4079-CU
 SHEET: 0004029

PIPING AND UTILITIES PLAN

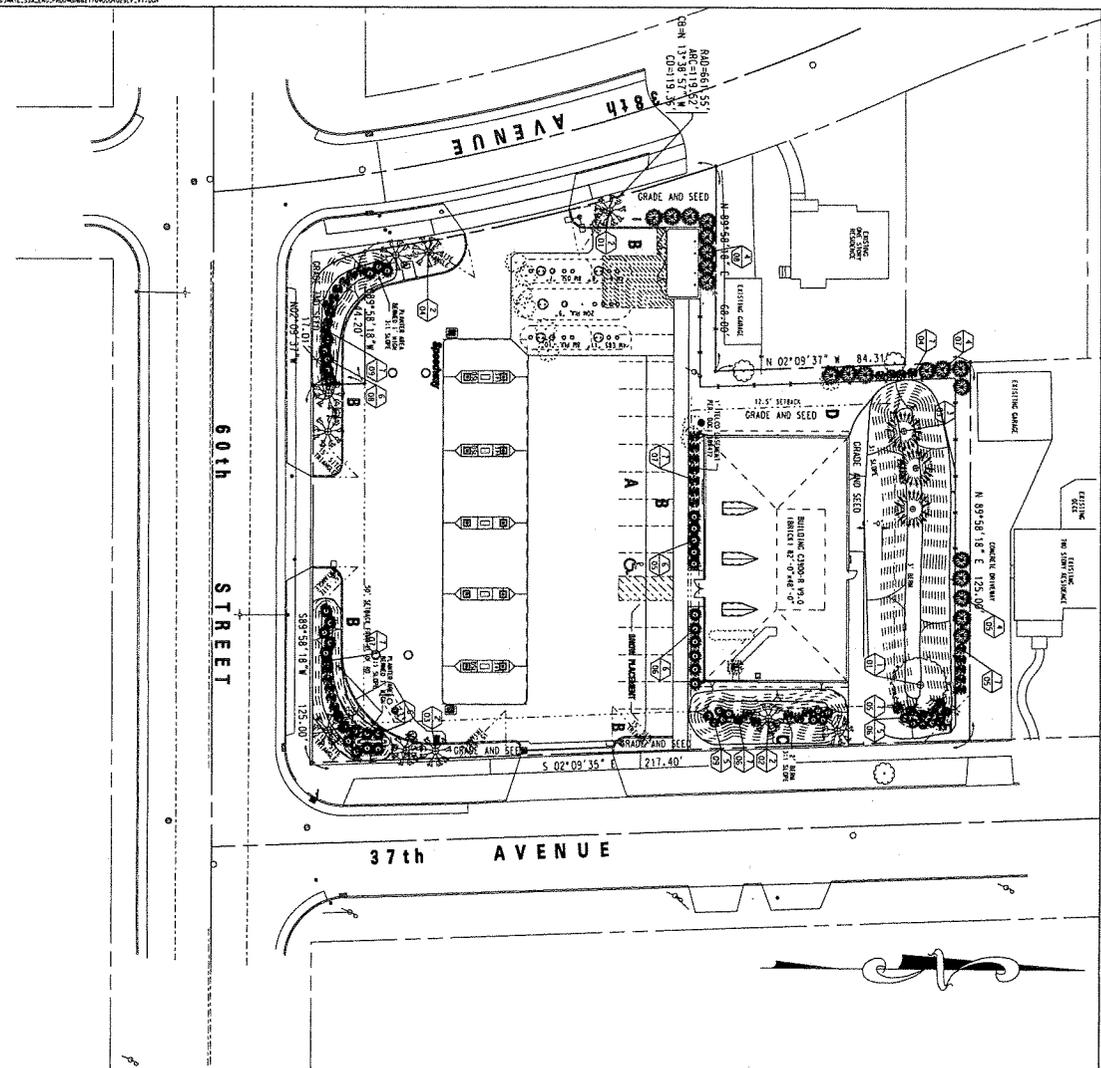
REBUILD
 2700 60th STREET
 KEOSAUHA COUNTY
 KEOSAUHA, WI

NO.	REVISIONS	DATE	BY	CHK

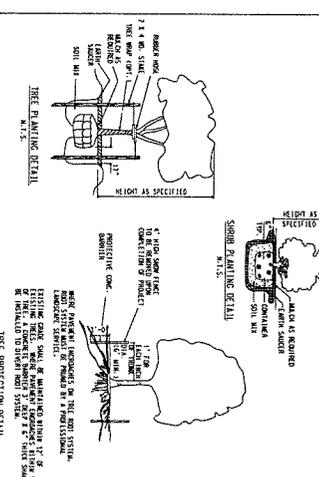
Speedway Established 1958
SUPERAMERICA

Speedway SuperAmerica LLC
 10000 W. 100th Street, Overland Park, KS 66204
 913.646.8800

© 2009 Speedway SuperAmerica LLC
 All rights reserved.

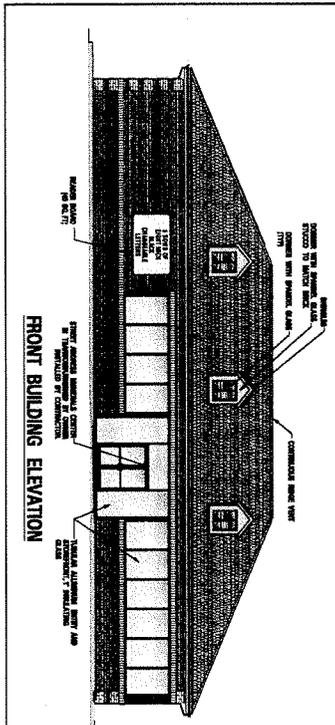
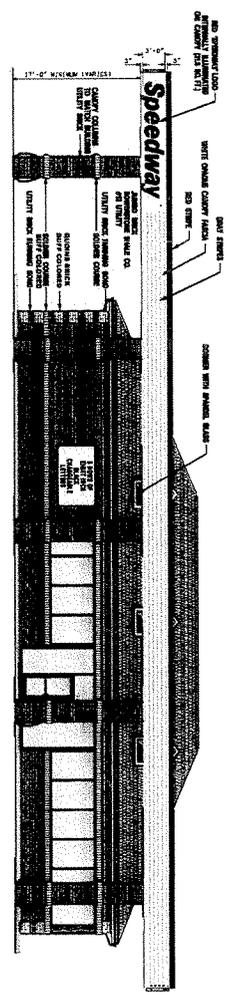


PLANTING SYMBOL	PLANTING SPECIES	SIZE	QUANTITY
1	PLANTING SPECIES	5' TALL PLANTING	1
2	PLANTING SPECIES	5' TALL PLANTING	10
3	PLANTING SPECIES	5' TALL PLANTING	10
4	PLANTING SPECIES	5' TALL PLANTING	10
5	PLANTING SPECIES	5' TALL PLANTING	10
6	PLANTING SPECIES	5' TALL PLANTING	10
7	PLANTING SPECIES	5' TALL PLANTING	10
8	PLANTING SPECIES	5' TALL PLANTING	10
9	PLANTING SPECIES	5' TALL PLANTING	10
10	PLANTING SPECIES	5' TALL PLANTING	10
11	PLANTING SPECIES	5' TALL PLANTING	10
12	PLANTING SPECIES	5' TALL PLANTING	10
13	PLANTING SPECIES	5' TALL PLANTING	10
14	PLANTING SPECIES	5' TALL PLANTING	10
15	PLANTING SPECIES	5' TALL PLANTING	10
16	PLANTING SPECIES	5' TALL PLANTING	10
17	PLANTING SPECIES	5' TALL PLANTING	10
18	PLANTING SPECIES	5' TALL PLANTING	10
19	PLANTING SPECIES	5' TALL PLANTING	10
20	PLANTING SPECIES	5' TALL PLANTING	10
21	PLANTING SPECIES	5' TALL PLANTING	10

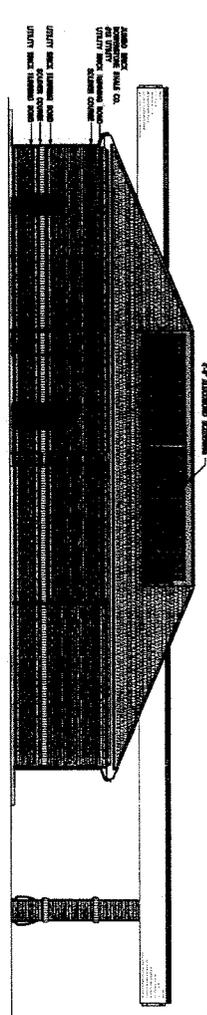


LOCATION	AREA	PLANTING SPECIES	QUANTITY
A	10' x 10' PLANTING AREA	PLANTING SPECIES	10
B	10' x 10' PLANTING AREA	PLANTING SPECIES	10
C	10' x 10' PLANTING AREA	PLANTING SPECIES	10
D	10' x 10' PLANTING AREA	PLANTING SPECIES	10
E	10' x 10' PLANTING AREA	PLANTING SPECIES	10

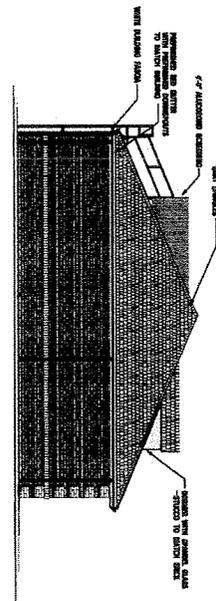
FRONT ELEVATION
 CANOPY FASCIA (PANEL #1)



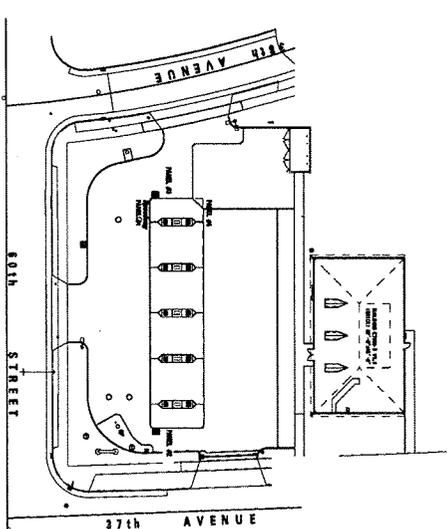
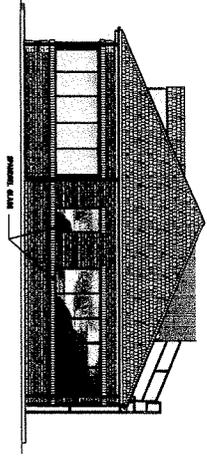
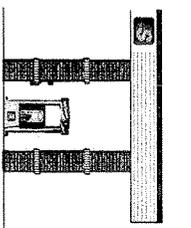
REAR ELEVATION
 CANOPY FASCIA (PANEL #4)



LEFT ELEVATION
 CANOPY FASCIA (PANEL #3)



RIGHT ELEVATION
 CANOPY FASCIA (PANEL #2)



PERMIT & ZONING DRAWING
SPEEDWAY BUILDING / CANOPY
 BLOCK BLOC
 BUILDING TYPE C200
 RIGHT HAND STORE 3894 S. 37th ST.

NO.	REVISIONS	DATE
1	CHANGED FROM BLOCK TO BRICK	

Speedway Established 1996
SUPERAMERICA

DATE: 06/27/07
 DRAWN BY: WFL
 CHECKED BY: WFL
 SCALE: 1/8"

H1 - H5

Resolutions
August 17, 2009



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 2009, in the total amount of **\$1,599.81**, 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 _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$240.00	\$340.00
02-122-02-228-012-0				

PROPERTY ADDRESS
LORRAINE E BLAZEWICZ
6118 054 AV

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

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

PARCEL NUMBER	LOT	\$100.00	\$271.33	\$371.33
08-222-35-430-037-0				

PROPERTY ADDRESS
MICHELE A SZOT
4510 055 ST

MAIL TO ADDRESS
MICHELE A SZOT
4510 55TH ST
KENOSHA, WI 53144-3840

LEGAL DESCRIPTION
LOT 1 AMANDA HAVEN SUB PT
SE 1/4 SEC 35 T 2 R 22
V 1181 P 899 1986
V 1385 P 121
DOC#1387488

PARCEL NUMBER	LOT	ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
09-222-36-180-002-0		\$100.00	\$80.00	\$180.00

PROPERTY ADDRESS
LUTASHA D & KEITH D TOLLIVER
5104 025 AV

MAIL TO ADDRESS
LUTASHA D & KEITH D TOLLIVER
2110 HERMON AVE
ZION, IL 60099

LEGAL DESCRIPTION
LOT 16 KENOSHA LUMBER CO'S SUB
PT OF NE 1/4 SEC 36 T 2 R 22
V 1467 P 623
V 1470 P 669
DOC#1206881
DOC#1400221

12-223-31-327-010-0		\$100.00	\$80.00	\$180.00
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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

		ADMIN.	CHARGE	TOTAL
		FEE		ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$72.12	\$172.12
12-223-31-327-010-0				

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	\$100.00	\$72.12	\$172.12
12-223-31-351-007-0				

PROPERTY ADDRESS
 US BANK NA
 1826 056 ST

MAIL TO ADDRESS
 US BANK NA
 6501 IRVINE CENTER DR
 IRVINE, CA 92618

LEGAL DESCRIPTION
 PART OF BLK 11 FISK'S OF SW
 1/4 SEC 31 T 2 R 23 COM 101 FT
 E OF SW COR OF BLK TH N 82 FT
 W 50 FT S 82 FT E TO BEG
 DOC#1427683
 DIC#1572538

ADMIN. FEE	CHARGE	TOTAL ASSESSMENT
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PARCEL NUMBER	LOT	\$100.00	\$84.24	\$184.24
12-223-31-378-007-0				

PROPERTY ADDRESS
WELLS FARGO BANK NA
5535 018 AV

MAIL TO ADDRESS
WELLS FARGO BANK NA
10790 RANCHO BERNARDO RD
SAN DIEGO, CA 92127

LEGAL DESCRIPTION
PART OF LOT 8 BLK 12 FISK'S
ADDITION SW 1/4 SEC 31 T2 R23
COM 133.95 FT N OF NE COR 18TH
18TH AVE & 56TH ST TH E 67.08 FT
SE'LY 47.82 FT* SW'LY 74.5 FT*
TO E LINE 18TH AVE TH N 59.78 FT
TO POB
DOC#1053317
DOC#1279990
DOC#1589730

STREET TOTAL	7.00	\$1,599.81
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PAGE 4

GRAND TOTALS	PARCELS	7	FOOTAGE	7.000	TOTAL COST	\$1,599.81
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PAGE 5



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 2009, in the total amount of **\$855.00**, 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 _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION TRASH & DEBRIS

FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
1.000	\$755.00	\$855.00

PARCEL NUMBER LOT
 01-122-01-178-017-0

PROPERTY ADDRESS
 DEUTSCHE BANK NATIONAL TRUST CO TR
 6334 024 AV

MAIL TO ADDRESS
 DEUTSCHE BANK NATIONAL TRUST C
 155 NORTH LAKE AVE
 PASADENA, CA 91101

LEGAL DESCRIPTION
 LOT 131 & N 5 FT OF LOT 132
 KENOSHA REALTY CO'S 1ST ADD
 PT OF NE 1/4 SEC 1 T 1 R 22
 DOC#1582878

STREET TOTAL	1.00	\$855.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	1.000	TOTAL COST	\$855.00
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PAGE 2



RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess Certain Parcels of Property for Reinspection Fees

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of **\$1,570.00**, 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 _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN.	INSPC.	TOTAL
		FEE	FEE	ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
06-123-07-105-022-0				

PROPERTY ADDRESS
WILLIAM T THIELE
7730 005 AV

MAIL TO ADDRESS
WILLIAM T THIELE
C/O ANDY FRELICH
JANESVILLE, WI 53548

LEGAL DESCRIPTION
LOT 42 LAKE SHORE SUB BEING PT
OF NE 1/4 SEC 7 T 1 R 23
V 1454 P 936

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
06-123-07-105-022-0				

PROPERTY ADDRESS
WILLIAM T THIELE
7730 005 AV

MAIL TO ADDRESS
WILLIAM T THIELE
C/O ANDY FRELICH
JANESVILLE, WI 53548

LEGAL DESCRIPTION
LOT 42 LAKE SHORE SUB BEING PT
OF NE 1/4 SEC 7 T 1 R 23
V 1454 P 936

PARCEL NUMBER	LOT	ADMIN. FEE	INSPC. FEE	TOTAL ASSESSMENT
12-223-31-251-005-0		\$100.00	\$90.00	\$190.00

PROPERTY ADDRESS
FINE PROPERTIES LLC
5007 019 AV

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

LEGAL DESCRIPTION
S 40 FT OF N 85 FT OF LOTS 4 &
5 BLK 6 RICE PARK ADD PT OF NW
1/4 SEC 31 T 2 R 23
DOC#1125767
DOC#1312841
DOC#1374008

PARCEL NUMBER	LOT	\$100.00	\$360.00	\$460.00
12-223-31-331-005-0				

PROPERTY ADDRESS
JOLANTA M GORECKA
2021 053 ST

MAIL TO ADDRESS
JOLANTA M GORECKA
4N060 WOODLAND CT
WAYNE, IL 60184

LEGAL DESCRIPTION
W 50 FT OF LOT 4 BLK 5 BAIN'S
SUB PT SW 1/4 SEC 31 T 2 R 23
DOC#1409379

STREET TOTAL			4.00	\$1,570.00
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GRAND TOTALS	PARCELS	4	FOOTAGE	4.000	TOTAL COST	\$1,570.00
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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 2009, in the total amount of **\$18,451.60**, 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 _____, 2009

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$240.00	\$340.00
01-122-01-161-019-0				

PROPERTY ADDRESS
HAROLD BASTRUP
6415 028 AV

MAIL TO ADDRESS
HAROLD A BASTRUP
364 QUIET WATERS LN
NEKOOSA, WI 54457

LEGAL DESCRIPTION
GRAVES SUB BLK 7 LOTS 1 THRU
10 INCL AND VAC ALLEY RES
192-67 10/2/67 EXC E 117 FT
ALSO N 37.5 FT LOT 22 AND N 11
FT LOT 1 AND VAC ALLEY RES
#7-82 BLK 2 PUGHS SUB EXC E
117 FT OF SD LOT 1 1983
V 1354 P 484
V 1416 P 152
DOC#1004695
DOC#1055466
DOC#1196257

PARCEL NUMBER	LOT	\$100.00	\$155.00	\$255.00
01-122-01-232-008-0				

PROPERTY ADDRESS
TANYA N SCHNEEBERGER
6119 039 AV

MAIL TO ADDRESS
TANYA N SCHNEEBERGER
6119 39TH AVE
KENOSHA, WI 53142-7013

LEGAL DESCRIPTION
LOT 38 PFENNIG & GETSCHMAN'S
PRAIRIE AV ADD BEING PT OF NW
1/4 SEC 1 T 1 R 22
V1471 P 324
DOC #990202
DOC#1444657

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
01-122-01-295-001-0		\$100.00	\$2800.00	\$2,900.00

PROPERTY ADDRESS
 EAST WEST ASSET MANAGEMENT LLC (1/
 031 AV

MAIL TO ADDRESS
 EAST WEST ASSET MANAGEMENT LLC
 C/O GLEN EBELING -K C SOUTH
 KANSAS CITY, MO 64121-9335

LEGAL DESCRIPTION
 PT OF NE 1/4 & NW 1/4 SEC 1 T
 1 R 22 COM AT INT OF A LINE
 PARALLEL TO & 165 FT N OF S LN
 OF NE 1/4 OF SEC 1 AND A PT
 175 FT SE'LY OF MAIN TRACT (SD
 PT BEING WHERE OLD RR ROW
 INTERSECTS LOT 128 HIGHLAND
 VIEW) NE'LY PARALLEL TO C/L OF
 TRACT 425 FT TO POB NW'LY AT
 RIGHT ANGLES 25 FT M/L W'LY
 AND PARALLEL TO C/L TRACT TO A
 PT BEING C/L OF 37TH AVE
 EXTENDED S ALONG EXT LN TO A
 PT 165 FT N OF S LN OF SEC
 W'LY PARL TO S LN 145 FT M/L
 NW'LY AT RIGHT ANGLES TO RR 18
 FT M/L NE'LY PARL WITH TRACT
 2750 FT M/L TO E LN OF 30TH
 AVE S'LY ALONG E LN 75 FT M/L
 NE'LY 665.40 FT S 118.02 FT
 M/L SW'LY PARL TO TRACK 2645
 FT M/L TO POB EXC COM AT NW'LY
 LN LOT 188 FAIRVIEW PARK W'LY
 2 FT AT RIGHT ANGLE FROM W LN
 OF 33RD AVE VAC N'LY PARL WITH
 W LN OF VAC RD TO A PT 5.23
 FT SE'LY AT RIGHT ANGLES FROM
 THE SE'LY LN OF RR W'LY AT

ADMIN. FEE COST OF CUT TOTAL ASSESSMENT

PARCEL NUMBER LOT \$100.00 \$90.00 \$190.00
01-122-01-301-015-0

PROPERTY ADDRESS
KK PARTNERS LLC
3032 ROO RD

MAIL TO ADDRESS
KK PARTNERS LLC
219 OAK LN
WINTHROP HARBOR, IL 60096

LEGAL DESCRIPTION
11511 LOTS 17 & 18 GRAVES
SUB SW 1/4 SEC 1 T 1 R 22
DOC# 937546
DOC#1020452
DOC#1478341
DOC#1539087

PARCEL NUMBER LOT \$100.00 \$75.00 \$175.00
01-122-01-336-005-0

PROPERTY ADDRESS
WELLS FARGO BANK NA
6915 037 AV

MAIL TO ADDRESS
WELLS FARGO BANK NA
3476 STATEVIEW BLVD
FORT MILL, SC 29715

LEGAL DESCRIPTION
N 32 FT OF LOT 108 & S 8 FT OF
LOT 109 HIGHLAND VIEW SUB PT
SW 1/4 SEC 1 T 1 R 22
DOC#1490391
DOC#1579474
DOC#1579476
DOC#1596928

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$110.00	\$210.00
01-122-01-452-018-0				

PROPERTY ADDRESS
KARL YOUNG
7112 027 AV

MAIL TO ADDRESS
KARL YOUNG
7112 27TH AVE
KENOSHA, WI 53143-5218

LEGAL DESCRIPTION
LOT 3 B 2 MILBUR PARK SUB
BEING PT OF SE 1/4 SEC 1 T 1 R
22

PARCEL NUMBER	LOT	\$100.00	\$410.00	\$510.00
01-122-01-458-014-0				

PROPERTY ADDRESS
BANK OF NEW YORK TRUSTEE
7409 028 AV

MAIL TO ADDRESS
BANK OF NEW YORK TRUSTEE
7105 CORPORATE DR
PLANO, TX 75024

LEGAL DESCRIPTION
LOTS 17 & 18 HUXHOLD'S SUB
PT OF SE 1/4 SEC 1 T1 R 22
DOC#1297126
DOC#1411935
DOC#1447212
DOC#1595210

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

ADMIN. FEE COST OF CUT TOTAL ASSESSMENT

PARCEL NUMBER LOT \$100.00 \$300.00 \$400.00
02-122-02-132-015-0

PROPERTY ADDRESS
SCOTT A & MARCI M HANSEN
6214 043 AV

MAIL TO ADDRESS
SCOTT A & MARCI M HANSEN
6214 43RD AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 459 FOREST PARK SUB BEING
PT OF N 1/2 SEC 2 T 1 R 22
DOC #983602
DOC#1274813
DOC#1289028
DOC#1291207
DOC#1325697
DOC#1345610

PARCEL NUMBER LOT \$100.00 \$355.00 \$455.00
02-122-02-228-012-0

PROPERTY ADDRESS
LORRAINE E BLAZEWICZ
6118 054 AV

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

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

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
02-122-02-483-002-0		\$100.00	\$200.00	\$300.00

PROPERTY ADDRESS
5 STAR GAS PROPERTIES LLC
3920 075 ST

MAIL TO ADDRESS
5 STAR GAS PROPERTIES LLC
6621 39TH AVE STE A
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

03-121-02-352-181-0		\$100.00	\$255.00	\$355.00
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PROPERTY ADDRESS
ANTHONY GARRY
14416 071 PL

MAIL TO ADDRESS
ANTHONY GARRY
207 REGENCY CT UNIT 346
BLOOMINGDALE, IL 60108

LEGAL DESCRIPTION
LOT 181 STRAWBERRY CREEK ADD #2
BEING A RE-DIV OF PT OUTLOT 11 &
ALL OF OUTLOT 15 STRAWBERRY CREEK
SUB BEING PT OF SEC 2 T 1 R 21
PLAT #6707 DOC#1438636
(2006 PT 03-121-02-330-415)
DOC#1461948
DOC#1505856
DOC#1528984

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
03-122-04-232-129-0		\$100.00	\$300.00	\$400.00

PROPERTY ADDRESS
TIM O'BRIEN HOMES INC
6534 087 AV

MAIL TO ADDRESS
TIM O'BRIEN HOMES INC
N16 W24132 PRAIRIE CT, STE 2
WAUKESHA, WI 53188

LEGAL DESCRIPTION
LOT 129 LEONA'S ROLLING MEADOWS AD
BEING A RE-DIVISION OF OUTLOTS 6 &
LEONA'S ROLLING MEADOWS SUB PT OF
SW 1/4 & SE 1/4 OF THE NW 1/4 ALSO
OF THE NW 1/4 OF SW 1/4 SEC 4 T1 R
PLAT #4396 DOC#1393924 .25 A
(2005 PT 03-122-04-326-002 & 233-1
DOC#1439870
DOC#1560992
DOC#1587422
DOC#1595496

03-122-05-400-032-0		\$100.00	\$200.00	\$300.00
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PROPERTY ADDRESS
SHANNON D SCHLADWEILER
7317 092 AV

MAIL TO ADDRESS
SHANNON D SCHLADWEILER
7317 92ND AVE
KENOSHA, WI 53142-7666

LEGAL DESCRIPTION
LOT 32 WHITECAPS SUB UNIT 2 PT
W 1/2 OF SE 1/4 SEC 5 T 1 R 22
1992 (PT 03-122-05-425-001)
DOC#1087598

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
03-122-06-113-063-0		\$100.00	\$420.00	\$520.00

PROPERTY ADDRESS
GREGORY D MARTIN
10513 063 ST

MAIL TO ADDRESS
GREGORY D MARTIN
10513 63RD ST
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 63 HORIZONS AT WHITECAPS
PHASE 2 SUB BEING PT OF S 1/2
OF NE 1/4 SEC 6 T 1 R 22
PLAT #3246 DOC# 1355294
(2004 PT 03-122-06-176-005)
(2004 PT 03-122-06-176-006)
DOC#1360101
DOC#1387295

04-122-12-128-008-0		\$100.00	\$70.00	\$170.00
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PROPERTY ADDRESS
KURT & JEANINE I GUTANTES
7531 029 AV

MAIL TO ADDRESS
KURT & JEANINE I GUTANTES
7531 29TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 1068 GREATER KENOSHA LAND
CO 3RD SUB BEING PT OF NE 1/4
SEC 12 T 1 R 22
V 1491 P259
DOC#1057971
DOC#1060344
DOC#1286880

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
04-122-12-234-002-0		\$100.00	\$155.00	\$255.00

PROPERTY ADDRESS
RYAN GATTI
7709 039 AV

MAIL TO ADDRESS
RYAN GATTI
4220 6TH ST
KENOSHA, WI 53144-1044

LEGAL DESCRIPTION
LOT 833 EXC THE W 7 FT FOR RD
GREATER KENOSHA LAND COMPANY'S
2ND SUB PT NW 1/4 SEC 12 T1 R22
V 1510 P 818
V 1609 P 459
DOC#1011045
DOC#1011044
DOC#1171534
DOC#1211528
DOC#1422586
DOC#1432170
DOC#1466155

05-123-06-129-005-0		\$100.00	\$385.00	\$485.00
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PROPERTY ADDRESS
DEBRA L JACKSON
1214 061 ST

MAIL TO ADDRESS
DEBRA L JACKSON
1214 61ST ST
KENOSHA, WI 53143-1105

LEGAL DESCRIPTION
PT OF NE 1/4 SEC 6 T 1 R 23
COM 27 RDS S & 2 RDS E OF NW
COR OF 1/4 SEC TH N 86 FT E 67
FT S 86 FT W 67 FT TO BEG
(DESC IN V 1087 P 343 WAS IN
ERROR)
DOC #980467

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-180-005-0		\$100.00	\$380.00	\$480.00

PROPERTY ADDRESS
 RICHARD RIEDLING II
 6550 007 AV

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

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

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-255-004-0		\$100.00	\$65.00	\$165.00

PROPERTY ADDRESS
 MARY I DEMET
 2115 064 ST

MAIL TO ADDRESS
 MARY I DEMET
 2808 OREGON ST
 RACINE, WI 53405

LEGAL DESCRIPTION
 E 32.3 FT OF LOT 14 BLK 3
 LYMAN BOND SUB OF BLK 22
 OF BONDS SUB PT OF NW 1/4
 SEC 6 T 1 R 23
 V1410 P 193
 DOC#1034005
 DOC#1034007
 DOC#1333535
 DOC#1439797 DEED IN ERROR
 DOC#1440891 CORRECTION
 DOC#1500943

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
05-123-06-278-003-0		\$100.00	\$85.00	\$185.00

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
6513 018 AV

MAIL TO ADDRESS
SECRETARY OF HUD
C/O BEST ASSETS INC
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
LOT 3 BLK 30 BOND'S SUB PT
OF NW 1/4 SEC 6 T 1 R 23
ALSO W 1/2 VAC ALLEY RES #24-03
DOC#1314314 (2004 LOT LINE ADJ)
V 1405 P 599
V 1664 P 772
DOC #1306481
DOC #1306482
DOC #1582137
DOC #1591233

PARCEL NUMBER	LOT	\$100.00	\$155.00	\$255.00
05-123-06-384-017-0				

PROPERTY ADDRESS
CITIMORTGAGE INC
7304 016 AV

MAIL TO ADDRESS
CITIMORTGAGE INC
PO BOX 140609
IRVING, TX 75014

LEGAL DESCRIPTION
LOT 70 PARK VIEW KENOSHA HOUSE
BLDG CO 1ST SUB BEING PT OF SW
1/4 SEC 6 T 1 R 23
DOC #996988
DOC#1001163
DOC#1230515
DOC#1372381
DOC#1449819
DOC#1593416

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
06-123-18-276-001-0		\$100.00	\$275.00	\$375.00

PROPERTY ADDRESS
WILLIAM S & LISA K NOON
1401 087 ST

MAIL TO ADDRESS
WILLIAM S & LISA K NOON
1401 87TH ST
KENOSHA, WI 53143-6435

LEGAL DESCRIPTION
LOT 14 BLK 16 HIGHLAND PARK
UNIT 5 NW 1/4 SEC 18 T1 R23
DOC#1226238

07-222-24-434-005-0		\$100.00	\$100.00	\$200.00
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PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
2618 027 ST

MAIL TO ADDRESS
SECRETARY OF HUD
C/O BEST ASSETS INC
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
SE 1/4 SEC 24 T 2 R 22 BEG SW
COR OF LOT 1 BLK 25 HOOD'S SUB
TH W 55 FT N 127 FT E 55 FT S
127 FT TO PT OF BEG
V1694 P 276
DOC#1213870
DOC#1490731
DOC#1588416
DOC#1594761

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
07-222-24-481-012-0		\$100.00	\$75.00	\$175.00

PROPERTY ADDRESS
SECRETARY OF VETERANS AFFAIRS
2804 024 AV

MAIL TO ADDRESS
SECRETARY OF VETERANS AFFAIRS
5000 NATIONAL AVE, BLDG 6
MILWAUKEE, WI 53295

LEGAL DESCRIPTION
LOT 6 BLK 13 HOOD'S SUB
PT SE 1/4 SEC 24 T2 R22
V 1666 P 748
DOC #1471415
DOC #1574096
DOC #1574585

08-222-35-409-002-0		\$100.00	\$140.00	\$240.00
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PROPERTY ADDRESS
PIVUSH PATAL
4013 055 ST

MAIL TO ADDRESS
PIVUSH PATAL
515 KAREY CT
WILMETTE, IL 60091

LEGAL DESCRIPTION
LOT 55 GROTSKY'S SUB PT
OF SE 1/4 SEC 35 T2 R22
V 1646 P 716
DOC#1174785
DOC#1414414
DOC#1433518
DOC#1553378
DOC#1568700

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-106-015-0		\$100.00	\$90.00	\$190.00

PROPERTY ADDRESS
 JOSE RENEDO
 4608 024 AV

MAIL TO ADDRESS
 JOSE RENEDO
 4608 24TH AVE
 KENOSHA, WI 53140-5966

LEGAL DESCRIPTION
 LOT 2 BLK 10 NEWELL-HOYT SUB
 PT OF NE 1/4 SEC 36 T 2 R 22
 DOC#1415446



09-222-36-109-005-0		\$100.00	\$52.50	\$152.50
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PROPERTY ADDRESS
 KEVIN L FARMER & MARY E MAERZKE
 4823 024 AV

MAIL TO ADDRESS
 KEVIN L FARMER
 MARY E MAERZKE
 KENOSHA, WI 53142

LEGAL DESCRIPTION
 LOT 20 BLK 8 NEWELL-HOYT SUB
 PT OF NE 1/4 SEC 36 T 2 R 22
 ALSO PT W 1/2 VACATED ALLEY
 RES #156-00 DOC#1202386
 (2001 LOT LINE ADJUSTMENT)
 V 1366 P 36
 DOC#1227735



PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-126-004-0		\$100.00	\$455.00	\$555.00

PROPERTY ADDRESS
ALVARO CERDA AVILA
4517 028 AV

MAIL TO ADDRESS
ALVARO CERDA AVILA
4517 28TH AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 4 BLK 7 BONNIE HAME 1ST SUB
PT OF NE 1/4 SEC 36 T2 R22 ALSO
VACATED ALLEY RES #206-83
(CALLED 27TH CT)
DOC#1053947
DOC#1127811
DOC#1566898
DOC#1573078
DOC#1595573

09-222-36-128-003-0		\$100.00	\$84.50	\$184.50
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PROPERTY ADDRESS
NEPTALI JIMENEZ
4513 030 AV

MAIL TO ADDRESS
NEPTALI JIMENEZ
4513 30TH AVE
KENOSHA, WI 53144-6703

LEGAL DESCRIPTION
LOT 14 BLK 9 BONNIE HAME 1ST SUB
BEING PT OF NE 1/4 SEC 36 T2 R22
DOC#1414354
DOC#1494253

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-131-006-0		\$100.00	\$155.00	\$255.00

PROPERTY ADDRESS
DEAN M FERGUSON
4827 030 AV

MAIL TO ADDRESS
DEAN M FERGUSON
4827 30TH AVE
KENOSHA, WI 53144-6705

LEGAL DESCRIPTION
LOT 19 BLK 15 BONNIE HAME 1ST
SUB BEING PT OF NE 1/4 SEC 36
T2 R22 ALSO PT W 1/2 VACATED
ALLEY RES#156-96 DOC#1042914
DOC#1490505

09-222-36-151-010-0		\$100.00	\$225.00	\$325.00
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PROPERTY ADDRESS
DAVID RODRIGUEZ
5032 027 CT

MAIL TO ADDRESS
DAVID RODRIGUEZ
5032 27TH CT
KENOSHA, WI 53140

LEGAL DESCRIPTION
E 84.2 FT OF LOT 7 BLK 18
BONNIE HAME 1ST SUB BEING
PT OF NE 1/4 SEC 36 T2 R22
DOC#1048691
DOC#1368915
DOC#1377473
DOC#1432359

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-156-011-0		\$100.00	\$34.50	\$134.50

PROPERTY ADDRESS
JUANA RAMIREZ
2716 052 ST

MAIL TO ADDRESS
JUANA RAMIREZ
2716 52ND ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 9 BLK 19 BONNIE HAME 1ST SUB
BEING PT OF NE 1/4 SEC 36 T2 R22
DOC#1057990
DOC#1267504
DOC#1487568

09-222-36-310-011-0		\$100.00	\$255.00	\$355.00
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PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
5425 031 AV

MAIL TO ADDRESS
SECRETARY OF HUD
451 7TH ST SW ROOM 6137
WASHINGTON, DC 53144

LEGAL DESCRIPTION
LOT 1 CSM #1520 V1470 P672
PT SW 1/4 SEC 36 T 2 R 22
F/K/A PT LOTS 19 & 20 BLK 1
FLYNN'S SUB ALSO 1/2 VAC
ALLEY RES # 80-92 1993
(1992 PT 09-222-36-310-007)
V 1503 P 489 DOC#1208539 DOC#12085
DOC#1226105 DOC#1559135 DOC#15602
DOC#1570030

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-382-013-0		\$100.00	\$155.00	\$255.00

PROPERTY ADDRESS
ALRIC K & ALICE D DAVIS
3112 060 ST

MAIL TO ADDRESS
ALICE D & ALRIC K DAVIS
3112 60TH ST
KENOSHA, WI 53144-4138

LEGAL DESCRIPTION
LOT 85 H L BULLAMORE'S SUB
PT OF SW 1/4 SEC 36 T2 R22
DOC #992828
DOC#1229900
DOC#1555525

09-222-36-412-009-0		\$100.00	\$75.00	\$175.00
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PROPERTY ADDRESS
CHRISTOPHER FARRELL
2312 054 ST

MAIL TO ADDRESS
CHRISTOPHER FARRELL
2312 54TH ST
KENOSHA, WI 53140-3534

LEGAL DESCRIPTION
8598 THE E 39 FT OF LOT 6 &
THE W 22 FT OF LOT 7 BLK 7
BAIN'S SUB PT OF SE 1/4 SEC
36 T 2 R 22
V 1527 P 50
DOC#1481217

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
09-222-36-483-011-0		\$100.00	\$470.00	\$570.00

PROPERTY ADDRESS
NICHOLAS S & SHELRIE M WILSON
5821 023 AV

MAIL TO ADDRESS
NICHOLAS S & SHELRIE M WILSON
5821 23RD AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF BLK 1 VETTER'S SUB OF PT
OF SE 1/4 SEC 36 T 2 R 22 COM
200 FT N OF 60TH ST ON E LINE
OF 23RD AVE TH E 109 FT N 42
1/7 FT W 109 FT S TO BEG
DOC#1403380
DOC#1472272
DOC#1472274
DOC#1472275
DOC#1475780
DOC#1475784
DOC#1539970

11-223-30-354-017-0		\$100.00	\$3.50	\$103.50
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PROPERTY ADDRESS
ROBERT G & TIFFANY S OGLESBY
4212 021 AV

MAIL TO ADDRESS
ROBERT G & TIFFANY S OGLESBY
4212 21ST AVE
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 66 ZEITLER'S SUB BEING PT
OF SW 1/4 SEC 30 T 2 R 23
V 1526 P 582
DOC #985442
DOC#1097917
DOC#1171883
DOC#1171884
DOC#1177036

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
11-223-30-383-013-0		\$100.00	\$295.00	\$395.00

PROPERTY ADDRESS
MAGGIE A SHACKETT & DAVID K DROEN
1324 044 ST

MAIL TO ADDRESS
MAGGIE A SHACKETT
DAVID K DROEN
KENOSHA, WI 53140-2749

LEGAL DESCRIPTION
SW 1/4 SEC 30 T 2 R 23 COM ON
N LINE OF 44TH ST 227 FT W OF
C&NW RR TH W 47 FT N 161.5 FT
E 47 FT TH S 161.5 FT TO POB
V 1682 P 88
DOC#1201727
DOC#1518511

11-223-30-428-018-0		\$100.00	\$127.00	\$227.00
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PROPERTY ADDRESS
JASON L WU & SUYU LIU
3912 SHE RD

MAIL TO ADDRESS
JASON L WU
SUYU LIU
MORTON GROVE, IL 60053

LEGAL DESCRIPTION
S 42 FT OF LOT 11 BLK 3 SMITHVILLE
SUB OF BLK 25 & PT OF BLK 26 BEING
PT OF SE 1/4 SEC 30 T 2 R 23
DOC #990290
DOC#1277499
DOC#1467824

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
11-223-30-431-009-0		\$100.00	\$225.00	\$325.00

PROPERTY ADDRESS
KERRI J ACETO
4044 011 AV

MAIL TO ADDRESS
KERRI J ACETO
4044 11TH AVE
KENOSHA, WI 53140-5553

LEGAL DESCRIPTION
LOT 11 & ALL OF LOTS 12 & 13
BLK 2 BENDT'S SUB PT SE 1/4
SEC 30 T2 R23
DOC#1111871

12-223-31-103-002-0		\$100.00	\$105.00	\$205.00
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PROPERTY ADDRESS
COUNTY OF KENOSHA
515 045 ST

MAIL TO ADDRESS
COUNTY OF KENOSHA
1010 56TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
PT OF LOT 1 B 55 NE 1/4 SEC 31
T 2 R 23 COM ON S LINE OF 45TH
ST 52 FT E OF NW COR OF LOT 1
TH S TO S LINE OF LOT E'LY 23
FT N TO 45TH ST W 39.8 FT TO POB
V1638 P 996
DOC #982612
DOC#1054469
DOC#1344472
DOC#1470988 ORDER TO RAZE
DOC#1490848
DOC#1594467

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-153-005-0		\$100.00	\$610.00	\$710.00

PROPERTY ADDRESS
HARBORAGE INC
4924 SHE RD

MAIL TO ADDRESS
HARBORAGE INC
9027 N LUNA
MORTON GROVE, IL 60053

LEGAL DESCRIPTION
NE 1/4 SEC 31 T 2 R 23 PT OF
BLK 77 BEG NW COR OF SHERIDAN
RD & 50TH ST TH N 165 FT W 132
FT S 35 FT W 60.7 FT TO E LINE
C&NW ROW SE'LY ALONG E ROW
LINE 135.17 FT & TO N LINE OF
50TH ST E 160 FT TO PT OF BEG
EXC SHERIDAN RD ROW DOC#1218067
(2002 LOT LINE ADJUSTMENT)
V 1676 P 1
DOC #992056

12-223-31-207-007-0		\$100.00	\$100.00	\$200.00
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PROPERTY ADDRESS
NATIONSTAR MORTGAGE LLC
4827 014 AV

MAIL TO ADDRESS
NATIONSTAR MORTGAGE LLC
350 HIGHLAND DR
LEWISVILLE, TX 75019

LEGAL DESCRIPTION
LOT 6 BLK 1 E R HEAD'S SUB
PT OF NW 1/4 SEC 31 T2 R23
DOC#1141726
DOC#1568415

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-229-014-0		\$100.00	\$10.00	\$110.00

PROPERTY ADDRESS
IRMA LOPEZ & ABEL CRUZ
4613 022 AV

MAIL TO ADDRESS
IRMA LOPEZ
4613 22ND AVE
KENOSHA, WI 53140

LEGAL DESCRIPTION
LOT 7 BLK 18 2ND RICE PARK ADD
PT OF NW 1/4 SEC 31 T2 R 23
DOC#1410053
DOC#1446168
DOC#1503090
DOC#1519652

12-223-31-229-017-0		\$100.00	\$27.00	\$127.00
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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

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-229-024-0		\$100.00	\$10.00	\$110.00

PROPERTY ADDRESS
NANCY GOMEZ & FERNANDO MERCADILLO
4700 021 AV

MAIL TO ADDRESS
NANCY GOMEZ
FERNANDO MERCADILLO
KENOSHA, WI 53140-5909

LEGAL DESCRIPTION
LOT 17 BLK 18 2ND RICE PARK ADD
PT OF NW 1/4 SEC 31 T 2 R 23
DOC#1037592
DOC#1271565

12-223-31-232-022-0		\$100.00	\$200.00	\$300.00
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PROPERTY ADDRESS
INVESTORS RESOURCE CENTER LLC
4816 020 AV

MAIL TO ADDRESS
INVESTORS RESOURCE CENTER LLC
5024 GREEN BAY RD SUITE 100
KENOSHA, WI 53144

LEGAL DESCRIPTION
LOT 22 BLK 16 2ND RICE PARK
ADD PT NW 1/4 SEC 31 T2 R23
V 1382 P 491
DOC#1111892 DOC#1132753 DOC#14129
DOC#1436173 DOC#1470937 DOC#15203
DOC#1536735 DOC#1536736 DOC#15487

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-327-010-0		\$100.00	\$197.60	\$297.60

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

12-223-31-331-005-0		\$100.00	\$165.00	\$265.00
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PROPERTY ADDRESS
JOLANTA M GORECKA
2021 053 ST

MAIL TO ADDRESS
JOLANTA M GORECKA
4N060 WOODLAND CT
WAYNE, IL 60184

LEGAL DESCRIPTION
W 50 FT OF LOT 4 BLK 5 BAIN'S
SUB PT SW 1/4 SEC 31 T 2 R 23
DOC#1409379

		ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
PARCEL NUMBER	LOT	\$100.00	\$155.00	\$255.00
12-223-31-353-007-0				

PROPERTY ADDRESS
SECRETARY OF HOUSING & URBAN DEVEL
1924 057 ST

MAIL TO ADDRESS
SECRETARY OF HUD
C/O BEST ASSETS INC
MINNEAPOLIS, MN 55402

LEGAL DESCRIPTION
THE W 46 FT OF E 1/2 OF LOTS 3
& 4 BLK 1 STRONG & THELEEN'S SUB
OF FISK'S ADD BEING PT OF SW 1/4
SEC 31 T 2 R 23
DOC#1107422
DOC#1241994
DOC#1461670 DEED IN ERROR
DOC#1463363 CORRECTION
DOC#1572453
DOC#1574941

PARCEL NUMBER	LOT	\$100.00	\$100.00	\$200.00
12-223-31-357-004-0				

PROPERTY ADDRESS
LASALLE BANK NA TRUSTEE
1925 057 ST

MAIL TO ADDRESS
LASALLE BANK NA TRUSTEE
150 ALLEGHENY CENTER MALL
PITTSBURGH, PA 152144

LEGAL DESCRIPTION
THE W 113.58 FT OF LOT 19 BLK 4
STRONG & THELEEN'S SUB OF FISK'S
ADD PT OF SW 1/4 SEC 31 T 2 R 23
DOC #980780
DOC #981441
DOC#1575391

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-31-457-014-0		\$100.00	\$75.00	\$175.00

PROPERTY ADDRESS
MARIA GARCIA
1006 059 ST

MAIL TO ADDRESS
MARIA GARCIA
1006 59TH ST
KENOSHA, WI 53140

LEGAL DESCRIPTION
BEING PT OF BLK 51 SE 1/4 SEC
31 T 2 R 23 COM ON N LINE OF
59TH ST 44 FT W OF W LINE OF
10TH AVE TH W 44 FT N 44 FT
E 44 FT S 44 FT TO BEG
V 1577 P 889
DOC#1138910
DOC#1522682

12-223-31-487-003-0		\$100.00	\$230.00	\$330.00
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PROPERTY ADDRESS
FRANK L WELLS COMPANY
5821 005 AV

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

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

SPECIAL ASSESSMENT PRELIMINARY RESOLUTION WEED CUTTING

PARCEL NUMBER	LOT	ADMIN. FEE	COST OF CUT	TOTAL ASSESSMENT
12-223-32-352-006-0		\$100.00	\$170.00	\$270.00

PROPERTY ADDRESS
 FRANK L WELLS CO
 5825 004 AV

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

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

12-223-31-336-025-0	0	\$100.00	\$300.00	\$400.00
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PROPERTY ADDRESS
 SALVADOR GUDINO OSEGUERA JR
 1712 055 ST

MAIL TO ADDRESS
 SALVADOR GUDINO JR OSEGUERA
 1712 55TH ST
 KENOSHA, WI 53140

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

STREET TOTAL	2,853.00	\$18,451.60
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GRAND TOTALS	PARCELS 55	FOOTAGE 2,853.000	TOTAL COST	\$18,451.60
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DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development



Item # H.2.
City of Kenosha
Common Council Agenda
8/17/09

MEMO

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

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

RE: Resolution to Amend 2007 and 2008 Consolidated Plans-Annual Plans-HOME Program and HOME Program Overview and Revisions to the 2007 and 2008 Program Descriptions

DATE: August 13, 2009

The following information, regarding revisions to the 2007 and 2008 HOME Program Descriptions, was deferred for two weeks at the August 3, 2009 Finance Committee and Common Council Meetings.

Attached are copies of a *Resolution A* and a *Resolution B* to amend the 2007 and 2008 Consolidated Plans-Annual Plans for the HOME Program. Each Resolution has an Attachment that provides the options listed below:

Resolution A is the option as presented by the HOME Commission

Resolution B is the option to eliminate the Tenant Based Rent Assistance Program Proposal and allow only for second position mortgages for purchase assistance loans to KAT Housing Development homebuyers.

Also, attached is a packet of the information previously distributed to the Finance Committee and Common Council regarding the HOME Program and proposed changes. As a follow-up to the August 3, 2009 Finance Committee meeting, information on the Local Residency Preference requirements that would be used for any Tenant Based Rent Assistance Program funded through the HOME Program is included.

The Finance Committee will recommend either *Resolution A* or *Resolution B* to the Common Council.

I will be in attendance at both the Finance Committee and Common Council meetings to answer any questions about the HOME Program.

MM:kas
Attachment

**Proposed HOME Tenant Based Rent Assistance (TBRA) Program
Local Residency Preference Requirements**

Definition of Local Residency: The HOME TBRA program proposes to use the same definition of local residency preference as is used by the City of Kenosha Housing Authority for the Section 8 Housing Choice Voucher Program. The KHA Administrative Plan provides a Residency Preference for families and individuals who live, work or have been hired to work or are attending school in Kenosha.

Qualification for Local Residency Preference: To qualify for the Local Residency Preference, applicants for the HOME TBRA Program must be able to document they have been a Kenosha resident for a minimum of 30 days prior to making their application for the HOME TBRA Program.

Verification of Local Residency Preference: Applicants will be required to supply official correspondence with their local mailing address listed on the document. Such documentation shall include: Social Security correspondence, unemployment compensation correspondence, medical correspondence, or a letter from their employer on official stationary indicating the applicants home address and length of employment.

Other forms of local residency verification would include: copy of drivers license, bank statement, utility bill, or signed lease.

RESOLUTION NO. _____

A.

BY: COMMITTEE ON FINANCE

**TO AMEND PENDING CONSOLIDATED PLAN(S) - ANNUAL
PLAN(S) - HOME PROGRAM**

WHEREAS, the City of Kenosha, Wisconsin, 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 designated as its Consolidated Plan; and,

WHEREAS, on December 18, 2006, the Common Council adopted Resolution No. 142-06 approving the Consolidated Plan for 2007; and,

WHEREAS, on November 19, 2007, the Common Council adopted Resolution No. 157-07 approving the Consolidated Plan for 2008; and,

WHEREAS, the City of Kenosha HOME Commission, at its meeting on June 24, 2009, recommended changes to the 2007 and 2008 HOME Program Descriptions; and,

WHEREAS, for the purpose of amending the 2007 and 2008 HOME Program, public hearings were held before the Finance Committee and Common Council on August 3, 2009, and on August 17, 2009, to consider amending the 2007 and 2008 Program Descriptions and obtain citizen comments on housing needs.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Kenosha, Wisconsin, that the 2007 Consolidated Plan is amended in accordance with the revisions to the 2007 HOME Program Descriptions as outlined in Attachment 1, and that the 2008 Consolidated Plan is amended in accordance with the revisions to the 2008 HOME Program Descriptions as outlined in Attachment 1.

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.

Adopted this ____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ATTACHMENT 1**Revised 2007 HOME Program:**

<u>HOME Fund Source</u>	<u>Amount</u>	<u>Use of Funds</u>
2007 Entitlement Funds	\$294,668	Tenant Based Rent Assistance
HOME Program Income	\$600,000	Tenant Based Rent Assistance

Revised 2008 HOME Program:

<u>HOME Fund Source</u>	<u>Amount</u>	<u>Use of Funds</u>
2008 Entitlement Funds	\$358,122	Homebuyer Purchase Assistance Loans for KAT Housing Development (Grandview Meadows) for a minimum of twelve (12) homebuyers. <i>The 2008 funds must be committed to specific KAT homebuyer projects by no later than March 30, 2010, or they will need to be directed to new home construction and rehabilitation of homes for sale to HOME eligible buyers.</i>
HOME Program Income	\$100,000	<i>HOME Program Income could be used to fund KAT homebuyer second mortgage purchase assistance loans after March 30, 2010.</i> Down payment and Closing Cost Assistance forgivable loans available on a city-wide basis for up to 3.5% of the home purchase (up to twenty homebuyers may be assisted).
HOME Program Income	\$1,200,000	Direct First Mortgage Financing to homebuyers purchasing City of Kenosha constructed homes.

RESOLUTION NO. _____

B.

BY: COMMITTEE ON FINANCE

**TO AMEND PENDING CONSOLIDATED PLAN(S) - ANNUAL
PLAN(S) - HOME PROGRAM**

WHEREAS, the City of Kenosha, Wisconsin, 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 designated as its Consolidated Plan; and,

WHEREAS, on December 18, 2006, the Common Council adopted Resolution No. 142-06 approving the Consolidated Plan for 2007; and,

WHEREAS, on November 19, 2007, the Common Council adopted Resolution No. 157-07 approving the Consolidated Plan for 2008; and,

WHEREAS, the City of Kenosha HOME Commission, at its meeting on June 24, 2009, recommended changes to the 2007 and 2008 HOME Program Descriptions; and,

WHEREAS, for the purpose of amending the 2007 and 2008 HOME Program, public hearings were held before the Finance Committee and Common Council on August 3, 2009, and on August 17, 2009, to consider amending the 2007 and 2008 Program Descriptions and obtain citizen comments on housing needs.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Kenosha, Wisconsin, ~~that the 2007 Consolidated Plan is amended in accordance with the revisions to the 2007 HOME Program Descriptions as outlined in Attachment 1, and that~~ the 2008 Consolidated Plan is amended in accordance with the revisions to the 2008 HOME Program Descriptions as outlined in Attachment 1.

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.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

ATTACHMENT 1**2007 HOME Program:**

No change in use of the 2007 HOME Program Entitlement funds or Program Income. Continue to use funds for construction of new homes in the target neighborhoods.

Revised 2008 HOME Program:

<u>HOME Fund Source</u>	<u>Amount</u>	<u>Use of Funds</u>
2008 Entitlement Funds	\$358,122	Homebuyer Purchase Assistance Loans for KAT Housing Development (Grandview Meadows) for a minimum of twelve (12) homebuyers.

The 2008 funds must be committed to specific KAT homebuyer projects by no later than March 30, 2010, or they will need to be directed to new home construction and rehabilitation of homes for sale to HOME eligible buyers.

HOME Program Income could be used to fund KAT homebuyer second mortgage purchase assistance loans after March 30, 2010.

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 Keith Bosman and Members of the Common Council
Members of the Finance Committee

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

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

DATE: July 30, 2009

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

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

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

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

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

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

MM:kas
Attachment

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
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CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

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

The attached information relates to the HOME Investment Partnerships Program.

The packet contains the following:

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

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

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

MM:kas
Attachment

HOME Program Overview

I. What is HOME?:

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

II. City of Kenosha HOME Program Activities:

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

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

III. HOME Program Eligible Activities/Costs:

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

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

IV. HOME Program Limits / Affordability:

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

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

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

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

Alternative Plan for Use of HOME Program Funds

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

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

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

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

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

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

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

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

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

Funding source: HOME Program Income from future HOME sales.

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

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

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

ANALYSIS:

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

If the project consists of acquisition of standard housing and the participating jurisdiction (or State recipient or sub-recipient) is providing HOME funds to a family to acquire single family housing for homeownership or to a purchaser to acquire rental housing, the participating jurisdiction (or State recipient or sub-recipient) and the family or purchaser have executed a written agreement under which HOME assistance will be provided for the purchase of the single family housing or rental housing and the property title will be transferred to the family or purchaser within six (6) months of the agreement date.

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

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

RECOMMENDATION:

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

HOME Program Background Information

HOME Program Purpose:

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

History and Goals of the Program:

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

Objectives: The intent of the HOME Program is to:

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

Eligible HOME-Funded Activities:

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

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

Current Status of HOME Program in Kenosha:

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

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

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

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

Proposed HOME Program Revisions and Reallocation of HOME Program Funding:

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

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

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

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

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

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

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

City of Kenosha HOME Program

Current Available Funding and Approved Uses:

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

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

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

/u2/acct/cp/csusans/MCCARTHY/HOME/2009/HOME-Prog-Background-Info.odt

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

Use of Funds:

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

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

Program Administration:

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

City of Kenosha Homebuyer Program:

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

HOME Program Tenant Based Rental Assistance (TBRA)

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

Community Housing Development Organizations (CHDO)

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

Allocation of 2007 HOME Funds

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

HOME Program Income:

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

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

Purpose of Homebuyer Program:

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

Homebuyer Program Goal:

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

Homebuyer Program Eligible Activities:

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

Tenant Based Rent Assistance Eligible Activities:

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

Homebuyer Program Eligibility

Citizenship:

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

Income:

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

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

Ability to Obtain Mortgage Financing:

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

Downpayment Requirement:

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

Primary Residence:

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

Assets:

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

Homebuyer Seminar:

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

Homebuyer Program Assistance

Second Mortgage Purchase Assistance:

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

Rental Rehabilitation:

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

Recapture and Resale Provisions:

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

Recapture Option:

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

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

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired: five (5) years when the per unit of HOME funds is less than \$15,000; ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000; fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000.

Affordability periods for Homeownership Assistance the HOME Program are as follows:

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

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

Resale Option

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

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

Enforcement of the Recapture or Resale Options:

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions for HOME Program assistance provided on new construction home sales:

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

Matching Funds:

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

Funding Reduction and Adjustments Based on Actual HUD Allocation:

If the funding level is more or less than the \$495,374 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

Approved by City of Kenosha HOME Program Commission: [date]

**HOME Investment Partnership Program (HOME)
2008 Program Description
(Revised June 2009)**

Use of Funds:

The City of Kenosha intends to use its 2008 HOME funds for Program Administration, Homebuyer Projects, and Tenant Based Rent Assistance.

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

Program Administration:

The City of Kenosha will use \$47,749.60 or ten percent (10%) of its 2008 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring and evaluation of HOME activities by the City of Kenosha. The City will also set aside ten percent (10%) of eligible HOME Program Income for allowable HOME Program administrative costs.

City of Kenosha Homebuyer Program:

The City of Kenosha will use \$358,122 of its 2008 HOME allocation to support programs or projects that assist income eligible homebuyers with the purchase, rehabilitation, or construction of owner-occupied homes.

Community Housing Development Organizations (CHDO):

The City of Kenosha is setting aside the required fifteen percent (15%) or \$71,624 of its 2008 HOME funds for Community Housing Development Organizations (CHDOs). CHDO funds will be used to construct affordable single family homes on City of Kenosha Housing Authority owned lots. Currently, the only designated CHDO in the City of Kenosha is Carpenters Home Improvement, Inc. (CHIP). CHIP, Inc., is a carpentry education program sponsored by the Kenosha Unified School District and the United Brotherhood of Carpenters (Local 161). CHIP, Inc., will enter into a construction contract with the Kenosha Housing Authority for each new home construction project to be undertaken. Under the contract, CHIP, Inc., will act as the general contractor/developer for each project. To fund CHIP construction contracts, a combination of HOME CHDO and other HOME Program funds will be used.

In lieu of the normal ten percent (10%) HOME CHDO operating expense allowance, the City will pay CHDO's a developer fee of fifteen percent (15%) of the total construction costs of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

Allocation of Actual 2008 HOME Program Entitlement Funds:

<i>Activity</i>	<i>Home Funding</i>	<i>Match Funding (25%)</i>
Administration	<u>\$47,749.60</u>	\$0.00
<u>Homebuyer Activities and Tenant Based Rent Assistance</u>	<u>\$358,122.00</u>	<u>\$89,531.00</u>
CHDO Set-Aside	<u>\$71,624.00</u>	<u>\$17,906.00</u>
TOTALS	<u>\$477,495.60</u>	<u>\$107,437.00</u>

HOME Program Income:

In addition to the new funding for 2008 listed above, it is anticipated that the City will have approximately \$1,200,000 in HOME Program Income from the sale of new homes and repayment of HOME Program funded loans. HOME Program Income Funds will be used to fund eligible HOME Program projects and activities. In

addition, up to ten percent (10%) of eligible Program Income may be used for HOME Program allowable administrative expenses.

Purpose of Homebuyer Program:

The purpose of the Homebuyer Program is to assist eligible low and moderate income households to purchase homes ~~constructed~~ with HOME Program funds on a City-wide basis. ~~in the Neighborhood Revitalization Strategy Areas and Neighborhood Improvement Fund Target Areas.~~

Homebuyer Program Goal:

The City's goal is to assist approximately ~~32~~ 40 homebuyers with 2008 HOME funds. ~~and HOME Program Income funds that are generated from the sale of homes constructed with HOME Program funds.~~

Homebuyer Program Eligible Activities and Properties:

Eligible activities for the Homebuyer Program include: Homebuyer Purchase Assistance Loans, Downpayment and Closing Cost Assistance, Property Acquisition, New Construction and Substantial Rehabilitation. Dwellings rehabilitated using HOME Program funds must meet all state and local codes, the City's Rehabilitation Standards for the HOME Program and state energy codes after the rehabilitation is complete. Newly constructed properties assisted with HOME Purchase Assistance Loans must meet Wisconsin Uniform Dwelling Code and Wisconsin Energy Code standards. Existing home sale properties assisted with HOME Downpayment/Closing Cost Assistance must meet the City's Property Maintenance Code and HUD Lead-Based Paint Requirements.

On a city-wide basis, the Homebuyer Program will also be able to assist low and moderate income households to purchase existing homes by providing downpayment and closing cost assistance loans of up to 3.5% of the home purchase price. Downpayment and closing cost assistance loans will be provided as "forgivable" loans provided the homebuyer owns and occupies the home for a period of five (5) years after purchase.

HOME Second Mortgage Purchase Assistance may also be provided to homebuyers purchasing new construction homes in the KAT Housing Development. Second mortgage purchase assistance to be provided for seventeen percent (17%) of the home purchase price with a maximum allowable purchase price of \$175,000. The homebuyer will be required to provide three percent (3%) toward the downpayment, with a minimum of \$1,000 from buyer's own funds while the balance may be from a gift or grant, but may not be borrowed funds. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of three percent (3%) annually. The homebuyers must be able to obtain a private sector first mortgage for up to eighty percent (80%) of the established purchase price.

For homes constructed by the City utilizing HOME funds, the City will have the option to fully finance the sale of the home by providing a financing package under the following guidelines.

<u>Minimum Credit Score</u>	<u>680 (Borrowers to obtain, at their own cost, a copy of their credit report from one of the major credit reporting companies (Equifax, Trans Union, Experion through Annual Credit Reports.com).</u>
<u>Housing Expense to Income Ratio</u>	<ul style="list-style-type: none"> ➤ <u>New total monthly mortgage payment including PITI divided by gross income per month not to exceed thirty percent (30%); and</u> ➤ <u>New total monthly mortgage payment plus total other monthly debt divided by gross income per month not to exceed forty percent (40%)</u>

<u>Borrower Downpayment</u>	<u>All borrowers required to provide a three percent (3%) downpayment at closing. The downpayment may be from the buyer's personal savings or from a downpayment assistance grant through the Federal Home Loan Bank or other source of downpayment assistance.</u>
<u>Homeowner Hazard Insurance</u>	<u>Prior to the loan closing, borrowers to obtain Homeowner's Hazard Insurance Policy with coverage sufficient to protect the City and borrower. City of Kenosha to be listed as the mortgagee.</u>
<u>Closing Costs</u>	<u>Borrowers to pay for loan closing costs, including title company closing fees, recording fees, etc.</u>
<u>First Mortgage (HOME Funds)</u>	<u>Eighty percent (80%) of the sale price of the home, thirty (30) year term, 6.0% annual interest rate (including a 0.5% loan service fee), with a five (5) year balloon.</u>
<u>Second Mortgage (HOME Funds)</u>	<u>Seventeen (17%) of the sale price, thirty (30) year term, 0% interest with deferred monthly payments for ten (10) years, then after initial ten (10) years, loan converts to a three percent (3%) loan with monthly payments for twenty (20) years.</u>

Currently, the City has four (4) completed homes for sale. An additional five (5) homes are under construction and are scheduled for completion this summer/fall. This option for the City to provide full financing of our new construction homes is being put in place due to the difficulty of lower income buyers obtaining mortgage loans in the private market at this time.

Homebuyer Program Goals:

The City's goal is to assist approximately thirty-two (32) homebuyers with 2008 HOME funds and HOME Program Income funds that are generated from the sale of homes constructed with HOME Program funds.

It is estimated that a minimum of twelve (12) homebuyers may be assisted with second mortgage purchase assistance for homes to be constructed in the KAT housing development project area utilizing up to \$358,122 from 2008 HOME Program Entitlement funds. The 2008 funds must be committed to specific homebuyer projects by March 30, 2010, or they will need to be redirected to other uses, including City-wide downpayment and closing cost assistance, new home construction, and/or Tenant Based Rent Assistance.

It is estimated that up to twenty (20) homebuyers may be assisted with the downpayment and closing cost assistance forgivable loans on a city-wide basis. One hundred thousand dollars (\$100,000) of HOME Program Income will be set aside for the city-wide downpayment and closing cost assistance.

~~Up to nine (9) homebuyers may be assisted with the City financing option for infill home construction projects developed by the City.~~

New Construction Sales Policy:

The City of Kenosha will utilize a lottery system to select eligible buyers for the properties made available for sale through the Homebuyer Program. The New Construction Sales Policy, Applicant Requirements, Lottery Program General Rules, and Lottery Procedure are attached to this document and are incorporated as part of the 2008 HOME Program Description.

Homes that the City is not able to sell as part of the homebuyer lottery process will be advertised and sold by the City on a first-come-first-served basis.

Homebuyer Program Applicant Requirements

Citizenship:

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

Income:

Eligibility for the City of Kenosha Homebuyer Program is based on annual household income. Total annual household income cannot exceed eighty percent (80%) of the County's median income per family size as determined by the U.S. Department of Housing and Urban Development. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six (6) months, the City will require updated income verification, including third party verification of employment and recent earnings statements.

Ability to Obtain Mortgage Financing:

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

Downpayment Requirement:

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

Primary Residence and Owner Occupied Single Family Deed Restriction:

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

Homebuyer Seminar Requirement:

All homebuyers receiving assistance through the City's Homebuyer Program must attend a homebuyer seminar and provide the City with Certification of Homeownership Education.

Homebuyer Program Assistance

Second Mortgage Purchase Assistance:

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

Rental Rehabilitation:

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

Recapture and Resale Provisions:

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

Recapture Option:

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

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired: five (5) years when the per unit of HOME funds is less than \$15,000; ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000; fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000.

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

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

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

Resale Option:

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

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

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

Enforcement of the Recapture or Resale Options:

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions for HOME Program assistance provided on new construction home sales:

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

Matching Funds:

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

Funding Reduction and Adjustments Based on Actual HUD Allocation:

If the funding level is more or less than the \$495,374 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

Approved by City of Kenosha HOME Program Commission: [date]

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS



Item # H.3.
City of Kenosha
Common Council Agenda
8/17/09

TO ORDER THE COST OF PUBLIC SIDEWALK AND/OR DRIVEWAY APPROACH CONSTRUCTION AND/OR REPLACEMENT TO BE SPECIALLY ASSESSED TO ABUTTING PROPERTY

WHEREAS, on the 17th day of August, 2009, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced (Work") on or before the 31st day of August, 2009, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its

entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.60(15), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 17th day of August, 2009.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK

Date: _____

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-108-011-0

NUMBER OF SQUARES

PROPERTY ADDRESS
GARY R & LINDA L HOLTZ
2551 BUC RD

MAIL TO ADDRESS
GARY R & LINDA L HOLTZ
2551 BUCHANAN RD
KENOSHA, WI 53143-1436

LEGAL DESCRIPTION
LOT 159 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT
04-122-12-108-012-0

NUMBER OF SQUARES

PROPERTY ADDRESS
OLE M JENSEN
7809 026 AV

MAIL TO ADDRESS
OLE M JENSEN
7809 26TH AVE
KENOSHA, WI 53143-5607

LEGAL DESCRIPTION
LOT 160 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-108-013-0

NUMBER OF SQUARES

PROPERTY ADDRESS
IRENE H MATOSKA (LIFE ESTATE) MATT
7815 026 AV

MAIL TO ADDRESS
IRENE H MATOSKA
10719 35TH AVE
PLEASANT PRAIRIE, WI 53158

LEGAL DESCRIPTION
LOT 161 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1203540
DOC#1203541

PARCEL NUMBER LOT
04-122-12-108-028-0

NUMBER OF SQUARES

PROPERTY ADDRESS
CATHERINE DETTINGER
2566 LIN RD

MAIL TO ADDRESS
CATHERINE DETTINGER
2566 LINCOLN RD
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 162 & 163 EXC THE MOST
SW'LY 5 FT OF LOT 163 GREATER
KENOSHA LAND CO'S 1ST SUB PT
OF NE 1/4 SEC 12 T 1 R 22 1978
V 1679 P 73
DOC#1082043
DOC#1082044
DOC#1485513

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-009-0

NUMBER OF SQUARES

PROPERTY ADDRESS
ROY V WARNOCK, CATHLEEN WARNOCK
7836 026 AV

MAIL TO ADDRESS
ROY V & CATHLEEN WARNOCK
7836 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 891 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT
04-122-12-151-010-0

NUMBER OF SQUARES

PROPERTY ADDRESS
THOMAS J RICHIO
7832 026 AV

MAIL TO ADDRESS
THOMAS J RICHIO
7832 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 892 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT
04-122-12-151-011-0

NUMBER OF SQUARES

PROPERTY ADDRESS
PAUL T MCTERNAN
7826 026 AV

MAIL TO ADDRESS
PAUL T MCTERNAN
2017 75TH ST
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 893 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1568538

SPECIAL ASSESSMENT FINAL RESOLUTION SIDEWALK

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-012-0

NUMBER OF SQUARES

PROPERTY ADDRESS
GARY R MATYE
7822 026 AV

MAIL TO ADDRESS
GARY R MATYE
7822 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 894 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1029186
DOC#1371921
DOC#1371922
DOC#1453965

PARCEL NUMBER LOT
04-122-12-151-013-0

NUMBER OF SQUARES

PROPERTY ADDRESS
DANA & AIMEE CASEY
7816 026 AV

MAIL TO ADDRESS
DANA & AIMEE CASEY
7928 43RD AVE
KENOSHA, WI 53142

LEGAL DESCRIPTION
LOT 895 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1205831
DOC#1205832

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-014-0

NUMBER OF SQUARES

PROPERTY ADDRESS
DIONNE M BOWMAN
7812 026 AV

MAIL TO ADDRESS
DIONNE M BOWMAN
7812 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 896 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V1406 P 352
V1685 P 667
DOC #976156
DOC#1030425
DOC#1431060
DOC#1523724

PARCEL NUMBER LOT
04-122-12-151-015-0

NUMBER OF SQUARES

PROPERTY ADDRESS
KURT UHLICH
7806 026 AV

MAIL TO ADDRESS
KURT UHLICH
7806 26TH AVE
KENOSHA, WI 53143-5608

LEGAL DESCRIPTION
LOT 897 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-151-016-0

NUMBER OF SQUARES

PROPERTY ADDRESS
GLENN L & TINA L BALL
7800 026 AV

MAIL TO ADDRESS
GLENN L & TINA L BALL
7800 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 898 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V 1487 P 549
V 1558 P 33
V 1687 P 926
V 1687 P 927
V 1687 P 928
DOC#1065863
DOC#1448849

PARCEL NUMBER LOT 250.000 \$336.00
04-122-12-160-001-0

4" CONC R-R 75.00SF @ \$4.48 = \$336.00
ADDITIONAL 175.00 @ \$.00 = \$.00
NUMBER OF SQUARES 3
7 OF 10 SQ - PWT DAMAGE

PROPERTY ADDRESS
STANLEY E & GENEVIEVE V MCCORMICK
7958 026 AV

MAIL TO ADDRESS
STANLEY E, GENEVIEVE MCCORMICK
7958 26TH AVE
KENOSHA, WI 53143-5655

LEGAL DESCRIPTION
10781 LOTS 843 & 844 GREATER
KENOSHA LAND CO'S 3RD SUB PT
OF NE 1/4 SEC 12 T 1 R 22
V495 P104

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT 25.000
04-122-12-161-001-0
PROPERTY ADDRESS
GARRETT L KORNMAN
2609 LIN RD
ADDITIONAL 25.00SF @ \$.00 = \$.00
NUMBER OF SQUARES
1 SQ - PWT DAMAGE

MAIL TO ADDRESS LEGAL DESCRIPTION
GARRETT L KORNMAN LOT 870 GREATER KENOSHA LAND
2609 LINCOLN RD CO'S 3RD SUB BEING PT OF NE
KENOSHA, WI 53143-5649 1/4 SEC 12 T 1 R 22
V 1546 P 634
DOC#1511305

PARCEL NUMBER LOT 277.000 \$489.60
04-122-12-161-024-0
PROPERTY ADDRESS
KELLY J & LISA L MCCORMICK & STANL
7938 026 AV
6" DRV APP 102.00SF @ \$4.80 = \$489.60
ADDITIONAL 175.00AR @ \$.00 = \$.00
NUMBER OF SQUARES
7 SQ - PWT DAMAGE

MAIL TO ADDRESS LEGAL DESCRIPTION
KELLY J & LISA L MCCORMICK LOT 845 & E 40 FT OF LOT 846
STANLEY & GENEVIEVE MCCORMICK GREATER KENOSHA LAND CO 3RD SUB
KENOSHA, WI 53142 NE 1/4 SEC 12 T 1 R 22
V 1592 P 508
DOC#1086895
DOC#1356184

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-163-001-0

NUMBER OF SQUARES

PROPERTY ADDRESS
THEODORA A GRIFFIN
2604 LIN RD

MAIL TO ADDRESS
THEODORA A GRIFFIN
2604 LINCOLN RD
KENOSHA, WI 53143-5650

LEGAL DESCRIPTION
LOT 871 GREATER KENOSHA LAND
CO'S 3RD SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT
04-122-12-180-014-0

NUMBER OF SQUARES

PROPERTY ADDRESS
RUTH K LENOX
2575 LIN RD

MAIL TO ADDRESS
RUTH K LENOX
2575 LINCOLN RD
KENOSHA, WI 53143-1430

LEGAL DESCRIPTION
LOT 221 GREATER KENOSHA LAND
CO'S 1ST SUB PT OF NE 1/4
SEC 12 T 1 R 22
V 1117 P 477
DOC#1331930
DOC#1402680

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-182-001-0

NUMBER OF SQUARES

PROPERTY ADDRESS
ALBERT FRANCESCHINI
7915 026 AV

MAIL TO ADDRESS
ALBERT FRANCESCHINI
7915 26TH AVE
KENOSHA, WI 53143

LEGAL DESCRIPTION
LOT 389 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
V 1534 P 207

PARCEL NUMBER LOT 70.000 \$336.00
04-122-12-182-002-0

6" DRV APP 70.00SF @ \$4.80 = \$336.00

PROPERTY ADDRESS
JAMES S & HEIDI J ISTVANEK
7919 026 AV

NUMBER OF SQUARES

MAIL TO ADDRESS
JAMES S & HEIDI J ISTVANEK
7919 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
LOT 390 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22

PARCEL NUMBER LOT 70.000 \$336.00
04-122-12-182-003-0

6" DRV APP 70.00SF @ \$4.80 = \$336.00

PROPERTY ADDRESS
PENELOPE L HANEY
7925 026 AV

NUMBER OF SQUARES

MAIL TO ADDRESS
PENELOPE L HANEY
7925 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
LOT 391 GREATER KENOSHA LAND
CO'S 1ST SUB BEING PT OF NE
1/4 SEC 12 T 1 R 22
DOC#1013137

		ASSESSED	TOTAL
		S.F./LN.	ASSESSMENT
PARCEL NUMBER	LOT	84.000	\$403.20
04-122-12-182-004-0			
PROPERTY ADDRESS		6" DRV APP 84.00SF @ \$4.80 =	\$403.20
RICHARD K & SADARRI SASKILL		NUMBER OF SQUARES	
7929 026 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
RICHARD K & SADARRI SASKILL	LOT 392 GREATER KENOSHA LAND
7929 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143-5609	1/4 SEC 12 T 1 R 22
	V 1356 P 447
	V 1510 P 999
	DOC#1068572

PARCEL NUMBER	LOT	25.000	
04-122-12-182-006-0			
PROPERTY ADDRESS		ADDITIONAL 25.00SF @ \$.00 =	\$.00
BREONNA HENNING		NUMBER OF SQUARES	
7939 026 AV		1 SQ - PWT DAMAGE	

MAIL TO ADDRESS	LEGAL DESCRIPTION
BREONNA HENNING	LOT 394 GREATER KENOSHA LAND
7939 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143	1/4 SEC 12 T 1 R 22
	V 1565 P 64
	V 1702 P669
	DOC#1193045
	DOC#1318168
	DOC#1334817
	DOC#1353033
	DOC#1546881

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-182-007-0		25.000	
		ADDITIONAL	25.00SF @ \$.00 = \$.00
PROPERTY ADDRESS		NUMBER OF SQUARES	
MARK C & KATE E DEMIEN		1 SQ - PWT DAMAGE	
7945 026 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
MARK C & KATE E DEMIEN	LOT 395 GREATER KENOSHA LAND
7945 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143-5609	1/4 SEC 12 T 1 R 22
	DOC#1018039
	DOC#1139001
	DOC#1268142
	DOC#1398665
	DOC#1532393

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-182-008-0		25.000	
		ADDITIONAL	25.00SF @ \$.00 = \$.00
PROPERTY ADDRESS		NUMBER OF SQUARES	
JAMES R CARLOCK & ELIZABETH M HART		1 SQ - PWT DAMAGE	
7951 026 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
JAMES R & ELIZABETH M CARLOCK	LOT 396 GREATER KENOSHA LAND
7951 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143	1/4 SEC 12 T 1 R 22
	DOC#1092448
	DOC#1225966

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-182-009-0		134.000	\$627.20
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$4.48 =	\$224.00
NICHOLAS R & JEANINE L MAYOR		6" DRV APP 84.00SF @ \$4.80 =	\$403.20
7955 026 AV		NUMBER OF SQUARES 2	

MAIL TO ADDRESS	LEGAL DESCRIPTION
NICHOLAS R & JEANINE L MAYOR	LOT 397 GREATER KENOSHA LAND
7955 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143-5609	1/4 SEC 12 T 1 R 22

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-182-010-0		70.000	\$336.00
PROPERTY ADDRESS		6" DRV APP 70.00SF @ \$4.80 =	\$336.00
PAT CERASANI, EMILY CERASANI		NUMBER OF SQUARES	
7959 026 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
PAT CERASANI	LOT 398 GREATER KENOSHA LAND
2520 80TH PL	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143-6204	1/4 SEC 12 T 1 R 22

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-182-011-0			
PROPERTY ADDRESS		NUMBER OF SQUARES	
DANIEL W & RITA M RAUSCH			
7965 026 AV			

MAIL TO ADDRESS	LEGAL DESCRIPTION
DANIEL W & RITA M RAUSCH	LOT 399 GREATER KENOSHA LAND
7965 26TH AVE	CO'S 1ST SUB BEING PT OF NE
KENOSHA, WI 53143	1/4 SEC 12 T 1 R 22
	V1696 P632

SPECIAL ASSESSMENT FINAL RESOLUTION SIDEWALK

ASSESSED TOTAL
S.F./LN. ASSESSMENT

PARCEL NUMBER LOT
04-122-12-182-012-0

NUMBER OF SQUARES

PROPERTY ADDRESS
JILL M FREDERICKSEN
7969 026 AV

MAIL TO ADDRESS
JILL M FREDERICKSEN
7969 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
N 50 FT OF LOTS 400 & 401
GREATER KENOSHA LAND CO'S 1ST
SUB PT NE 1/4 SEC 12 T1 R22
DOC#1566980

PARCEL NUMBER LOT 50.000
04-122-12-182-013-0

ADDITIONAL 50.00AR @ \$.00 = \$.00

PROPERTY ADDRESS
STEPHAN A & TABITHA L CAVIN
7973 026 AV

NUMBER OF SQUARES
2 SQ - PWT DAMAGE

MAIL TO ADDRESS
STEPHAN A & TABITHA L CAVIN
7973 26TH AVE
KENOSHA, WI 53143-5609

LEGAL DESCRIPTION
10763-2 LOTS 400 & 401 EXCEPT
THE N 50 FT GREATER KENOSHA
LAND CO'S 1ST SUB PT OF NE 1/4
SEC 12 T 1 R 22
DOC#1355276
DOC#1527967

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
04-122-12-182-027-0		284.000	\$739.20
		4" CONC R-R 75.00SF @ \$4.48 =	\$336.00
PROPERTY ADDRESS		6" DRV APP 84.00SF @ \$4.80 =	\$403.20
RYAN W SCHROEDER & JAIME L KUDULIS		ADDITIONAL 125.00AR @ \$.00 =	\$.00
7935 026 AV		NUMBER OF SQUARES 3	

MAIL TO ADDRESS	LEGAL DESCRIPTION
RYAN W SCHROEDER	LOT 393 & 410 GREATER KENOSHA LAND
JAIME L KUDULIS	CO'S 1ST SUB BEING PT OF NE 1/4
KENOSHA, WI 53143	SEC 12 T 1 R 22
	(2005 COMB 04-122-12-182-005 & -02
	V 1670 P 700
	DOC #991531
	DOC#1253717
	DOC#1348637
	DOC#1389929

STREET TOTAL 1,389.00 \$3,603.20

GRAND TOTALS PARCELS 30 FOOTAGE 1,389.000 TOTAL COST \$3,603.20



RESOLUTION NO. _____

BY: THE MAYOR

**TO REAUTHORIZE THE CITY OF KENOSHA TO SELF-INSURE
ITS WORKER'S COMPENSATION PROGRAM**

WHEREAS, the City of Kenosha is a qualified political subdivision of the State of Wisconsin and;

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business with Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure workers compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the City agree to continue its self-insured worker's compensation program, in compliance with Wisconsin Administrative Code DWD 80.60(3); and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Kenosha does ordain as follows:

1. Provide for the continuation of a self-insured worker's compensation program that is currently in effect.
2. Authorize the City of Kenosha to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

Adopted this 17th day of August, 2009.

Approved: _____, Mayor
Keith G. Bosman

Attest: _____, Deputy City Clerk
Debra L. Salas

Date: _____



Resolution No.

By: The Mayor

RESOLUTION TO AUTHORIZE THE SUBMITTAL OF STATE GRANTS APPLICATIONS BY THE CITY OF KENOSHA AND THE SUBSEQUENT APPROPRIATION OF CITY OF KENOSHA FOR WISCONSIN READY FOR REUSE LOANS AND GRANTS PROGRAM

WHEREAS, the City of Kenosha, Wisconsin recognizes that the remediation and redevelopment of a brownfield site is an important part of protection of Wisconsin's resources.

WHEREAS, in this action the City of Kenosha Common Council has declared its intent to complete the Ready for Reuse Grant activities if awarded funds; and

WHEREAS, the City of Kenosha will maintain records documenting all expenditures made during the Ready for Reuse Grant period; and

WHEREAS, the City of Kenosha will allow employees from the Department of Natural Resources access to inspect the grant site or facility and grant records; and

WHEREAS, the City of Kenosha will submit a final report to the Department which will accompany the final payment request.

NOW, THEREFORE, BE IT RESOLVED THAT The City of Kenosha requests funds and assistance available from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with state rules for the program.

Adopted this _____ day of _____, 2009

ATTEST: _____ City Clerk
Michael Higgins

APPROVED: _____ Mayor
Keith G. Bosman

**Public Construction and
Improvement Contracts
August 17, 2009**



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

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

C-2

DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

August 6, 2009



Item # J.1.
City of Kenosha
Common Council Agenda
 8/17/09

To: G. John Ruffolo, Chairman
 Public Works Committee

From: Michael M. Lemens, P.E.
 Director of Engineering / City Engineer

Subject: Project: Resurfacing Phase IV

Location: 64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue,
 26th Avenue - 80th Street to Lincoln Road

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$250,000. Budget amount was \$1,389,600 for all resurfacing projects.

This project consists of removing and replacing concrete curb & gutter, repairing hazardous concrete sidewalk, damaged concrete driveways and handicap ramps, resurfacing with asphalt concrete and site restoration.

Following is the list of bidders:

Cicchini Asphalt, LLC, Kenosha, Wisconsin	\$229,835.35
Black Diamond Group, Oak Creek, Wisconsin	\$270,514.80

It is recommended that this contract be awarded to Cicchini Asphalt, LLC, Kenosha, Wisconsin for the base bid amount of \$229,835.35 plus \$23,164.65 in contingency for unforeseen conditions (if needed), for total award amount of \$253,000. Funding is from CIP Line Item ST-93-002.

MML/kjb

cc: Carol Stancato, Director of Finance

K1 - K4

Other Contracts and Agreements
August 17, 2009



VOTE SHEET	Kenosha City Plan Commission	Meeting of August 6, 2009	
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Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District #17. (Hawk's Ridge Subdivision)

ACTION TAKEN	AYES	NOES
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	8/17/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS	8/10/09	1
PARKS		
WATER UTILITY	8/10/09	1
EMAIL TO CLERKS		
PUBLIC NOTICE		


 Rich Schroeder
 Assistant City Planner

To the Honorable Mayor and Common Council

Your Committee on PUBLIC WORKS

Date: August 10, 2009

to whom was referred: Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue. (Hawk's Ridge Subdivision) **(District 17)** (City Plan Commission approved 9:0)

MOTION: *Misner*

SECOND: *Nudo*

Respectfully report and recommend -

Approve

5-0

COMMITTEE

G. John Buffolo
G. John Buffolo, Chairman

Donald K. Holland
Donald K. Holland

Patrick Jullana
Patrick Jullana

Ray Misner
Ray Misner

Don L. Moldenhauer
Don L. Moldenhauer

Anthony Nudo
Anthony Nudo

CIRCLE ONE

Aye No

Aye No

Aye No

Aye No

Aye No

Aye No

<p align="center">FACT SHEET</p> <p align="center">Kenosha City Plan Commission</p>	<p align="center">City Plan Division 625 - 52nd Street Kenosha, WI 53140 (262) 653-4030</p>	<p align="center">August 6, 2009</p>	<p align="center">Item 7</p>
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Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for property generally south of 60th Street at approximately 126th Avenue, District 17. (Hawk's Ridge Subdivision)

LOCATION/SURROUNDINGS:

Site: 60th Street
 Zoned: TRD-2, Air-3 and Air-4

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Bogdala, has been notified. This item will also be reviewed by the Public Works Committee and Board of Water Commissioners before final approval by the Common Council.

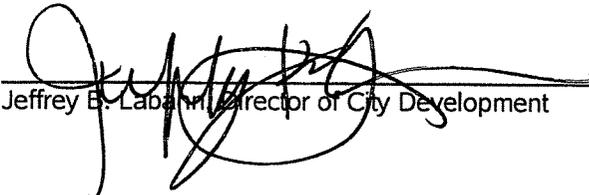
ANALYSIS:

- The Agreement covers the first phase of the development which is for multi-family residential buildings. Future development of the site will require a separate Agreement.
- The City Plan Commission has approved the Conditional Use Permit for the multi-family (10 buildings), subject to various conditions. One of the required Conditions is that the developer enter into a Developers Agreement.
- The developer will be making improvements to 60th Street by the site. 126th Avenue will be constructed as a private street until future development of the site occurs. At that time, the street will be reconstructed as a public street.
- City departments have reviewed the Agreement.

RECOMMENDATION:

A recommendation is made to approve the Agreement.


 Rich Schroeder, Assistant City Planner


 Jeffrey B. Labadie, Director of City Development

DEVELOPERS AGREEMENT
By and Between
JH Bristol, LLC and
the City of Kenosha, Wisconsin and
the Kenosha Water Utility
Hawk's Ridge Subdivision

This Developers Agreement, hereinafter referred to as **AGREEMENT**, is made by and between JH Bristol LLC, hereinafter referred to as **DEVELOPER**, the City of Kenosha, a municipal corporation of the State of Wisconsin, located in Kenosha County, Wisconsin, hereinafter referred to as **CITY**; and the Kenosha Water Utility, hereinafter referred to as **UTILITY**.

WHEREAS, DEVELOPER is the owner of approximately 147.88 acres of real estate in City, which is legally described on Exhibit "A", which is attached hereto and made a part hereof, hereinafter referred to as **REAL ESTATE**; and

WHEREAS, DEVELOPER desires to develop **REAL ESTATE** for multiple-family residential purposes; and

WHEREAS, REAL ESTATE is zoned TRD-2, C-1, A-2, AIR-3 and AIR-4 at the time of execution of this **AGREEMENT**; and

WHEREAS, the Plan Commission of **CITY** has approved a Conditional Use Permit for Phase 1 of **REAL ESTATE** on the condition that **DEVELOPER** enter into **AGREEMENT** relative to the manner and method by which **REAL ESTATE** is to be developed subject to the guidelines of **AGREEMENT**. This **AGREEMENT** is intended to cover all improvements within and outside of **REAL ESTATE** relating to Phase 1. Additional phases will be covered under a separate agreement; and

WHEREAS, UTILITY is the accepting and approving agency for **CITY** with respect to sanitary sewerage and water supply systems for **REAL ESTATE** and **UTILITY** is willing to approve the provision of sanitary sewerage and water supply to **REAL ESTATE** subject to the terms and conditions of **AGREEMENT**; and

WHEREAS, DEVELOPER agrees to develop **REAL ESTATE** as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises and undertakings, the parties agree that **REAL ESTATE** will be developed as hereinafter provided. Future phases and developments will require a separate Agreement

I. IMPROVEMENTS AND DESIGN STANDARDS

A. Streets

1. **DEVELOPER** shall at its cost and expense grade, gravel and pave 126th Avenue as shown on Exhibit "B" and 60th Street (CTH K) as shown on Exhibit "B", in accordance with the Conditional Use Permit plans, attached hereto as Exhibit "B".
2. **DEVELOPER** shall construct 126th Avenue as shown on Exhibit B as a private street. All improvements within 126th Avenue and 60th Street intersection shall be inspected by **CITY** and **UTILITY**. 126th Avenue shall be considered a private street and **DEVELOPER** shall be responsible for all maintenance including snow plowing until the street is reconstructed to **CITY** public streets standards and

dedicated under a separate Agreement.

3. **DEVELOPER** shall provide to the **CITY** and/or **UTILITY** all Easements for utilities as required by **CITY** and/or **UTILITY**.
4. **DEVELOPER** shall not conduct any street paving or curb and gutter after November 15th of any calendar year without express written approval of the City Engineer, and no paving work will be permitted after December 1st of any calendar year. Construction may commence after April 1st with the approval of the City Engineer.
5. **DEVELOPER** shall construct streets as depicted in Exhibit "B". 60th Street shall comply with Kenosha County requirements. 126th Avenue shall remain as a private road and be maintained by **DEVELOPER** until future development occurs, at which time **DEVELOPER** shall reconstruct 126th Avenue to **CITY** public street standards and dedicate the street right-of-way to the **CITY**.
6. **DEVELOPER** shall dedicate all right-of-way required for 60th Street improvements to Kenosha County at no cost to the County.
7. **DEVELOPER** shall obtain a permit from the Kenosha County Highway Department and complete all improvements to 60th Street, including intersection improvements to 60th Street and future 126th Avenue, as shown on Exhibit "B" and present the improvements to Kenosha County for acceptance prior to the issuance of any building occupancy permits. **DEVELOPER** shall construct and pave 126th Avenue as shown in Exhibit "B" prior to the issuance of any Occupancy permits for Buildings A1 - A4, or prior to the issuance of any Footing and Foundation permits from Buildings A5 - A10, which ever occurs first.

B. Sidewalks

1. **DEVELOPER**, except as hereafter provided, shall construct and install, at its cost and expense, sidewalks in **REAL ESTATE**, in accordance with Exhibit "B". The sidewalks shall be five (5') feet in width, using four (4") inches of Portland cement concrete over a two (2") inch aggregate base, along both sides of each street, except that portion of sidewalk running through the driveway approach which should be six (6") inches thick. Sidewalks shall be installed prior to issuance of occupancy permits. In the event the sidewalk is not installed prior to issuance of a certificate of occupancy, the **DEVELOPER**, shall provide **CITY** with an assurance in an amount determined by the City Engineer.

C. Sanitary Sewerage System

1. **DEVELOPER** shall construct, furnish, install and provide, at its cost and expense, a complete sanitary sewerage system throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with Exhibit "B", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources. Copies of WDNR approvals shall be provided to **UTILITY**.
2. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** sanitary sewerage system.

3. **UTILITY** shall allow **DEVELOPER** to extend and connect its sanitary sewerage system to the sanitary sewerage system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis. **CITY** and **UTILITY** shall cooperate with **DEVELOPER** in obtaining all necessary permits required from the United States of America, State of Wisconsin, and County of Kenosha for such sanitary sewerage systems, extensions, and connections.
4. **UTILITY** shall accept all sanitary sewerage systems located in the public right-of-way or in any easement lying within **REAL ESTATE** upon:
 - a. completion in accordance with approved plans and specifications;
 - b. construction and delivery without defect, damage or nonconformance;
 - c. delivery to **UTILITY** of certified copies of all tests of sanitary sewerage system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM;
 - d. receipt of lien waivers from all contractors; and
 - e. certification by **UTILITY** Engineer of the above.

Said acceptance shall be subject to approval by the Board of Water Commissioners. The **UTILITY** Engineer shall inspect said sanitary sewerage system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the sanitary sewerage system found to contain any defect, damage or nonconformity shall be reinspected by the **UTILITY** Engineer after repair by **DEVELOPER** and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said sanitary sewerage system.

5. Sanitary sewer service shall be subject to applicable user and impact fees.

D. Water

1. **DEVELOPER** shall construct, furnish, install and provide at its cost and expense a complete system of water distribution throughout **REAL ESTATE**, including the mains and appurtenances which abut land dedicated for any public purpose, in accordance with Exhibit "B", and in accordance with approved specifications. Said system shall be approved by the Wisconsin Department of Natural Resources.
2. **CITY** and **UTILITY** shall assist **DEVELOPER** in obtaining the right to make connections to **UTILITY'S** water supply system.
3. **UTILITY** shall allow **DEVELOPER** to extend and connect its water system to the water system of **UTILITY** which will serve **REAL ESTATE** at the cost and expense of **DEVELOPER**, subject to payments, permits and other fees as required under any special assessment or other applicable ordinances or regulations enacted and applied on an equal and nondiscriminatory basis.
4. **UTILITY** shall accept all such water distribution system located in the public right-of-way or in any easement lying within **REAL ESTATE** upon:

- a. completion in accordance with approved plans and specifications;
- b. construction and delivery without defect, damage or nonconformance;
- c. delivery to **UTILITY** of certified copies of all tests of the water distribution system and a certified reproducible mylar "as-built" drawing thereof and in digital form on Intergraph Microstation format (or DXF) on 3.5" MS-DOS diskettes or CD-ROM
- d. receipt of lien waivers from all contractors; and
- e. certification by **UTILITY** Engineer of the above.

Said acceptance shall be subject to approval by the Board of Water Commissioners. **UTILITY** Engineer shall inspect said water distribution system without unreasonable delay upon request by **DEVELOPER** and issue written notice to **DEVELOPER** to correct any defect, damage or nonconformity which may be discovered. Any element of the water distribution system found to contain any defect, damage or nonconformity shall be repaired by **DEVELOPER** and reinspected by **UTILITY** Engineer and shall not be accepted until corrective action is taken. **DEVELOPER** shall be responsible for operation and maintenance until accepted by **UTILITY**. Upon acceptance by **UTILITY**, **UTILITY** shall be responsible for the operation and maintenance of said water distribution system.

5. Water service shall be subject to payment of applicable user charges.

E. Storm and Surface Water Drainage

1. **DEVELOPER** shall construct, furnish, install, and provide at its cost and expense adequate facilities for storm and surface water drainage throughout **REAL ESTATE**, including the facilities which abut land dedicated or acquired for any public purpose. Storm and surface water drainage shall be in accordance with any applicable master plan for the area served, in accordance with Exhibit "B" and in accordance with **CITY** criteria for design of storm sewers. Tracer wires shall be installed on all storm sewer mains and laterals per City of Kenosha specifications.
2. **DEVELOPER** shall construct storm water retention basin. The retention basin shall be functional and operational as a prerequisite to **CITY** issuance of any Footing and Foundation permits for any improvements within **REAL ESTATE**
3. **CITY** shall assist **DEVELOPER** in obtaining the right to make connections and in procuring easements to **CITY'S** nearest appropriate and available storm sewer or drainage system and in allowing **DEVELOPER** to connect to any future storm sewer or drainage system of **CITY**, which is constructed to serve **REAL ESTATE**
4. Retention basins, storm and surface water conveyance systems and outlet structures for storm and surface water shall meet **CITY'S** current outflow and storage requirements. **DEVELOPER** shall submit plans, specifications and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction. All portions of the **REAL ESTATE** designated as retention basins and outlet structures shall either be retained by **DEVELOPER** or assigned to an owner's association.

DEVELOPER, or the owner's association, shall be responsible for maintenance, replacement or repair of all retention basins, storm and surface water conveyance system and outlet structures lying within **REAL ESTATE**, excepting those on public

rights-of-way and shall provide **CITY** with a Maintenance Agreement. **CITY** and **UTILITY** shall review and approve of any owners association prior to final acceptance of the storm and surface water drainage system. **DEVELOPER**, prior to transfer to an owners association, shall provide **CITY** with a maintenance easement for the storm and surface water drainage system not located within public rights-of-way and the **CITY** may specially assess benefited property for any service performed. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements.

5. **CITY** shall approve all such storm and surface water drainage facilities, including storm and surface water conveyance systems, located in the public right-of-way or in any easement lying within **REAL ESTATE** upon:
 - a. completion in accordance with approved plans and specifications;
 - b. construction and delivery without defect, damage or nonconformance;
 - c. delivery to **CITY** of certified copies of all tests of storm sewer system and a certified reproducible mylar "as-built" drawing and in a digital form acceptable to the **CITY**;
 - d. receipt of lien waivers from all contractors; and
 - e. certification by City Engineer of the above.

Approval of the storm and surface water drainage facilities shall be upon recommendation by the City Engineer, Board of Public Works and formal action by the Common Council. The City Engineer shall inspect said storm and surface water drainage facilities without unreasonable delay upon request by **DEVELOPER** and issue written notice to correct any defect, damage or nonconformity which may be discovered. Any element of the storm and surface water drainage system found to contain any defect, damage or nonconformity shall be reinspected by the City Engineer and shall not be accepted until corrective action is taken. Upon acceptance by **CITY**, **CITY** shall be responsible for the operation and maintenance of said storm and surface water drainage facilities lying within the public rights-of-way within said **REAL ESTATE**, subject to the Indemnity and Hold Harmless Agreement of **DEVELOPER** herein provided. **CITY** may specially assess benefited property or initiate a user fee for the cost of maintenance thereof.

6. Storm and surface water conveyance systems shall meet **CITY'S** current requirements. **DEVELOPER** shall submit plans, specifications, and calculations for such storm and surface water drainage system to City Engineer and obtain written approval therefrom prior to construction.

DEVELOPER shall be responsible for the maintenance, replacement or repair of all storm and surface water conveyance systems required for the development of property lying within **REAL ESTATE**, excepting those on public rights-of-way. **CITY** shall assume all control and maintenance responsibility for storm sewers in any public right-of-way upon approval and acceptance of completed improvements.

7. Storm and surface water which flows onto any abutting private property may be tied into existing drain tiles, if available, at the perimeter of **REAL ESTATE** with the permission of the abutting property owner where approved by the City Engineer.
8. **DEVELOPER** shall, during the term of **AGREEMENT**, indemnify, defend, and hold harmless **CITY**, **UTILITY**, and officers and employees thereof from and against any

and all claims, damages, judgments, costs, expenses, and attorneys' fees which any of them may pay, sustain or incur should any person or party incur property loss or damage arising out of the design or construction of the storm and surface water drainage system, provided that the legal counsel representing any indemnified person or party shall be selected by **DEVELOPER**, and provided further, that **CITY** and **UTILITY** shall cooperate with **DEVELOPER** and **DEVELOPER'S** legal counsel in defending against any such claim. **CITY** and **UTILITY** shall be permitted to assist in the defense of any such claim.

F. Landscaping

1. **DEVELOPER** shall at its cost and expense, furnish, install, and provide landscaping within **REAL ESTATE** in conformity with the Tree Planting Plan attached as Exhibit "B". Said landscaping shall be installed and presented to the **CITY** for acceptance prior to or concurrent with the street improvements stipulated in Section I.A.2. of **AGREEMENT**. **DEVELOPER** shall be responsible to water and maintain street trees for thirty (30) days after installation.
2. **DEVELOPER** shall remove and lawfully dispose of all rubbish, barns and outbuildings, dead trees, branches, brush, tree trunks, shrubs, and other natural growth that are inconsistent with approved plans. Applicant shall obtain Raze permits from **CITY** prior to removing any structures.
3. **DEVELOPER** shall supply and install six (6") inches of topsoil in all lawn parks to bring lawn parks up to final grade.
4. **DEVELOPER** shall protect existing trees within **REAL ESTATE** in accordance with Section 34.10 of the Code of General Ordinances.

G. Street Lamps

1. **DEVELOPER** shall, at its cost and expense, install or contract with WE Energies for installation of street lamps within **REAL ESTATE** as recommended by the Traffic Engineer in accordance with the Street Lighting Plan, Exhibit "B". Harp light poles and fixtures shall be used. The use of wood poles for lighting is prohibited.

H. Public Street Signs, Regulatory Signs, Traffic Signals

1. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of the materials for and installation of street name signs at all intersections within the **REAL ESTATE** within thirty (30) days after being billed therefor. Street designations shall be in numeric sequence as determined by **CITY**.
2. **DEVELOPER** shall reimburse **CITY** in an amount equal to its actual cost of materials and installation of all regulatory signs required by **CITY** within the **REAL ESTATE**, within thirty (30) days after being billed therefor.
3. **DEVELOPER** shall post a cash assurance with the **CITY** in the amount of \$16,500 as the **DEVELOPER'S** contribution toward the future traffic signal and 60th Street improvements at 60th Street and the west frontage road. The cash escrow shall be placed in a special account designated for this purpose. The escrow shall be posted prior to the issuance of each building permit within Phase 1 at a rate of \$1,650 per building.

I. Grading

1. **DEVELOPER** shall, at its cost and expense, grade 126th Avenue to within six (6") inches subgrade and submit an "as-built" plan for approval by **CITY** prior to installation of any utilities. All lots shall be graded to within six (6") inches of final grade at the lot lines and the interior of the lots must be graded to drain with no area at less than a 0.50% grade, except for building pads. Stabilization of the interior lot areas by seeding and mulching shall be done within seven (7) days of grading and "as-built" Grading Plan shall be submitted for approval by **CITY** and is subject to verification by **CITY** prior to the issuance of any building permits. **DEVELOPER** shall grade **REAL ESTATE** in conformity with Exhibit "B".

J. Construction Management

1. **DEVELOPER** shall obtain permits and comply with the requirements of Chapter XXXIII of the Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code". Stockpiles of topsoil shall be identified on Grading Plan and shall be removed prior to the issuance of any Final Occupancy permits.
2. **CITY** and/or **UTILITY** shall provide engineering and inspection services during the installation of water, sanitary sewer, storm sewer, drainage, paving and sidewalk construction for adherence to approved plans and specifications. The cost of the inspection shall be billed to **DEVELOPER** who shall pay the bill within thirty (30) days of receipt. This inspection shall not relieve **DEVELOPER**, **DEVELOPER'S** engineer, or **DEVELOPER'S** contractor from their responsibility to install the infrastructure to proper horizontal and vertical alignment as shown on the approved plans or from providing "as-built" plans. Any and all testing services deemed necessary by **CITY** and/or **UTILITY** shall be performed by and paid for by **DEVELOPER**.
3. **UTILITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the completion of the sanitary sewer and water work covered under this **AGREEMENT**. **DEVELOPER** shall reimburse **UTILITY** for all costs for outside testing services.
4. **DEVELOPER** shall complete a tv inspection of the completed sanitary sewer system. The tv inspection shall be performed by an inspection service acceptable to the **UTILITY**. Video tapes and written logs of all sewer inspections shall be submitted to **UTILITY** for review. Any repairs or cleaning identified by the tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

UTILITY reserves the right to perform the tv inspection of the sanitary sewer system with **DEVELOPER** reimbursing the **UTILITY** for the cost of inspection.

5. **CITY** reserves the right to hire outside testing services if proper testing is not being performed or the results of the testing does not conclusively determine the proper completion of the work under all sections of the **AGREEMENT**. **DEVELOPER** shall reimburse **CITY** for all costs for outside testing services.

6. **DEVELOPER** shall complete a tv inspection of the completed storm sewer system. The tv inspection shall be performed by an inspection service acceptable to the **CITY**. Video tapes and written logs of all sewer inspections shall be submitted to **CITY** for review. Any repairs or cleaning identified by the tv inspection shall be promptly performed by the **DEVELOPER** and the effected area re-televised.

CITY reserves the right to perform the tv inspection of the storm sewer system with **DEVELOPER** reimbursing the **CITY** for the cost of inspection.
7. **DEVELOPER** shall abandon any wells on **REAL ESTATE** per Wisconsin Department of Natural Resources requirements Chapter NR 112, Wisconsin Administrative Code and Section 32.09 of the City Code of General Ordinances. **DEVELOPER** shall provide a copy of any completed well abandonment form to **UTILITY**.
8. **DEVELOPER** shall provide final improvement plans for Exhibit "B" and obtain **CITY** and **UTILITY** approval prior to the construction of **REAL ESTATE**
9. Construction of public improvements can commence only upon written authorization of **CITY** and **UTILITY**, which authorization shall not be unreasonably withheld. **DEVELOPER** shall hold a pre-construction meeting which shall be attended by **CITY**, **UTILITY**, contractor and consultants' inspector.
10. At the time a preliminary grading or mass grading erosion control permit is issued, the **DEVELOPER** shall post a cash assurance with the **CITY** in the amount of Five Thousand (\$5,000) Dollars to guarantee that the conditions of the erosion control permit and Chapter XXXIII of the Code of General Ordinances are being followed as they relate to maintaining the public right-of-way and storm sewer system. The cash assurance shall be used if the **CITY** determines that the **DEVELOPER** or his/her contractor have not kept the right-of-ways clean from mudtracking, if there is damage to the stormwater drainage improvements, or if erosion and sediment controls are not being maintained. If the cash assurance is depleted prior to completion of the project, the **DEVELOPER** shall post another cash assurance in the same amount. The cash assurance shall be refunded to the **DEVELOPER** once all streets and stormwater drainage improvements are accepted by the **CITY**.
11. The finished or final yard elevation and slope around the perimeter of the entire site area, shall be final graded, finished with topsoil and seeded or sodded to required elevations as shown on the approved building permit plat of survey as submitted at the time of the building permit issuance. A copy of survey, prepared by a Wisconsin registered land surveyor or Wisconsin licensed professional engineer shall be submitted to the **CITY** showing proposed elevations as approved by the **CITY**, and actual final elevations in the following locations:
 - a. At the property corners and all corners of the structures; and
 - b. 2) at twenty-five (25') foot intervals along each property line.
12. Construction access to the site shall be off of 60th Street at the future 126th Avenue. The construction access shall be installed and maintained per City requirements. **DEVELOPER** shall be responsible for all required permits from Kenosha County for the access.

II. DEDICATION AND ASSURANCE OF COMPLETION OF PUBLIC IMPROVEMENTS

- A. Subject to all other provisions of **AGREEMENT** and the exhibits hereto attached, **DEVELOPER** shall, without charge to **CITY** or **UTILITY** upon completion of all of the above described improvements located in public areas, unconditionally give, grant, convey and fully dedicate same to **CITY** and **UTILITY**, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumerations, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, **CITY** and **UTILITY** shall have the right to connect or integrate same into their related facilities as **CITY** and **UTILITY** shall determine, with no payment to, award of damages, or consent of **DEVELOPER**. Dedication shall not constitute acceptance of any improvement by **CITY** or **UTILITY**. All improvements will be accepted by **CITY** or **UTILITY** in writing in the manner herein set forth, where in conformance with **AGREEMENT**. **DEVELOPER** shall be responsible for the maintenance and snow plowing of any streets constructed within **REAL ESTATE** until said streets are formally accepted by **CITY** as specified in this **AGREEMENT**.
- B. Prior to execution by **CITY** of the **AGREEMENT**, **DEVELOPER** shall deposit with the Clerk-Treasurer of **CITY** an assurance for completion of all improvements therein, in an amount established by the City Engineer and **UTILITY** General Manager that will reasonably compensate **CITY** and **UTILITY** for their cost of completion of any improvements not timely completed by **DEVELOPER** in accordance with plans and specifications.
- C. If and to the extent that **DEVELOPER** shall properly complete portions of improvements for which it shall have deposited an assurance with the Clerk-Treasurer of **CITY** or **UTILITY**, then, upon request of **DEVELOPER**, the Clerk-Treasurer of **CITY** or **UTILITY** shall, upon recommendation of City Engineer or General Manager of **UTILITY**, accordingly reduce the amount of the assurance required in proportion to the work completed. Prior to the release of any amount of the assurance, **DEVELOPER** shall submit to **CITY** and **UTILITY** a waiver of lien from all contractors and subcontractors.
- D. The form of the assurance required hereby is a cash assurance or an Irrevocable Letter of Credit which must be approved by the City Attorney as protecting **CITY** and **UTILITY** and providing access to funds to timely complete required improvements in accordance with approved plans and specifications. Should assurance funds be insufficient, **CITY** and **UTILITY** may perform required work at the cost and expense of the **DEVELOPER** and specially assess benefited **REAL ESTATE** therefor, if **DEVELOPER** has not timely paid for said improvements. If required improvements have not been completed within the term of a Letter of Credit and the Letter of Credit is about to expire and has not been renewed, **CITY** and **UTILITY** may draw upon the Letter of Credit to assure funds are available for completion of required improvements.

III. MISCELLANEOUS REQUIREMENTS

A. Survey Monuments

1. **DEVELOPER** shall properly place and install all survey and other monuments required by statute or ordinance.

B. Impact Fees

1. **DEVELOPER** shall pay impact fees which are in effect upon obtaining Building permits as specified in Chapter XXXV of the City Code of General Ordinances and **AGREEMENT**.

C. Grade

1. **DEVELOPER** shall furnish **CITY** with final Engineering Plans on reproducible mylar, and digital format, a final Grading Plan indicating the street grade in front of each lot and the recommended basement floor grade and finished yard grade at building, elevation of sidewalks, elevation of finished yard grade at building and property lines, elevation of swales (if required), and elevation of top of foundation wall (8 inches above finished grade) prior to the construction of any improvement in the area thereof.

D. Notice of Installation and Construction of Public Improvements

1. **DEVELOPER** shall not construct any public or private improvement until the Development Agreement has been approved by the Common Council and Water Board, the Development Agreement has been signed by all parties and all required assurances have been received and approved. **DEVELOPER** shall not commence the installation and construction of any public improvement without first obtaining written authorization from **CITY** and **UTILITY** and then notifying **CITY** and **UTILITY** two working days in advance of the physical commencement of construction. This notification requirement shall also apply to a work resumption following a work interruption of over five (5) working days.

E. Assurance

1. Assurance shall mean cash or irrevocable letter of credit approved by the City Attorney.

F. Future Developments

1. No construction permits shall be issued for future phases of development within **REAL ESTATE** until **DEVELOPER**:
 - a. Obtains all applicable approvals and permits.
 - b. Reconstructs 126th Avenue to public street standards and dedicates 126th Avenue to **CITY**.
 - c. Constructs and dedicates an additional public street access for Phase 1. The additional public street access shall be constructed prior to reconstructing 126th Avenue to assure adequate unobstructed access to Phase 1 at all times.

IV. GUARANTEE OF STREETS, SIDEWALKS AND UTILITIES

- A. **DEVELOPER** shall guarantee the street, sidewalk, and all utility improvements required herein against defects due to faulty materials or workmanship of which it is notified in writing within a period of one (1) year from the date of acceptance of any improvement by the Common Council or Board of Water Commissioners. **DEVELOPER** shall perform and pay for any required repairs. **UTILITY** may elect to complete repairs to sanitary sewer and water system if **UTILITY** deems necessary. **DEVELOPER** shall pay **UTILITY** for said repairs at **UTILITY'S** time and material rates.

- B. In order to assure compliance with said guarantee, **DEVELOPER** shall deposit with **CITY** a cash bond, letter of credit, or other assurance in an amount determined sufficient by **CITY** and **UTILITY** to support guarantee.
- C. **DEVELOPER** shall assume responsibility for any settlement of fill material that may occur in any utility trenches in any right-of-way or easement not under street pavement or sidewalk for a period of one (1) year from the date of the last acceptance by **CITY** or **UTILITY** of any **UTILITY** improvement located in such portion of **REAL ESTATE**

V. CITY'S RESPONSIBILITIES

- A. **CITY** shall process and issue building permits without unreasonable delay after application so long as there is compliance with standards for the issuance thereof set forth in applicable City and State laws, rules or regulations. Ordinances governing City building and occupancy permits shall be applicable as they exist on the date of permit issuance.

VI. CONSTRUCTION AND FINANCE

- A. Granular trench backfill shall be used under all pavement and sidewalks and within twenty-four (24") inches thereof, but shall not be required in any unpaved parkways, provided that **DEVELOPER** shall deposit with **CITY** the assurances herein required to guarantee improvements. **CITY** shall test granular backfill for proper compaction and shall charge **DEVELOPER** therefor, at its actual cost.
- B. Following execution of **AGREEMENT** by all parties and after obtaining approval from **CITY** and **UTILITY**, **DEVELOPER** may perform rough grading work on any portion of **REAL ESTATE**, subject to the requirements of Chapter XXXIII of the City Code of General Ordinances entitled, "Construction Site Maintenance and Erosion Control Code," and upon approval of a drainage plan and all required exhibits by **CITY** and posting of all required assurances and execution of this agreement by all parties and obtaining all required permits.
- C. Inspection fees shall be computed at **CITY** or **UTILITY** employee's hourly rate plus indirect costs.

VII. MISCELLANEOUS

- A. **CITY** represents that the provisions of **AGREEMENT** are consistent with its Zoning and Code of General Ordinances, or if inconsistent, are lawfully inconsistent therewith.
- B. All notices, requests, demands, and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

If to **CITY**:

City Clerk
Municipal Building
625 52nd Street
Kenosha, WI 53140

with copies to: Mayor and City Attorney
Municipal Building
625 52nd Street
Kenosha, WI 53140

If to UTILITY: General Manager
Kenosha Water Utility
4401 Green Bay Road
Kenosha, WI 53144

with a copy to: City Attorney
(see address above)

If to DEVELOPER: JH Bristol, LLC
c/o Jon Greco
PO Box 1777
Kenosha, WI 53141

- C. Any party hereto may, in law or in equity, by suit, action, or mandamus, or other proceedings, including specific performance, enforce or compel the performance of **AGREEMENT**.
- D. If any provision, covenant, or portion of **AGREEMENT** or its application to any person, entity or property is held invalid or unenforceable by a Court of Law or Equity, such status shall not affect the application or validity or other provisions covenants, or portions of **AGREEMENT** which can be given effect without the invalid provisions or applications, and to this end, the provisions and covenants of **AGREEMENT** are declared to be severable.
- E. It is understood and agreed by the parties hereto that time is of the essence with respect to the provisions of **AGREEMENT** specifying dates and deadlines and the parties agree to expeditiously comply therewith.
- F. Copies of all exhibits described herein are appended hereto and are by reference incorporated herein.

VIII. AMENDMENTS

- A. The parties may, by mutual consent, amend **AGREEMENT**, subject to approval thereof by the respective governing bodies of **CITY** and **UTILITY**.

IX. AUTHORIZATION

- A. **DEVELOPER** enters into this **AGREEMENT** by authority of action taken by the partnership on the _____ day of _____, 2009.
- B. **CITY** enters into this **AGREEMENT** by authority of action taken by its Common Council on the _____ day of _____, 2009.
- C. **UTILITY** enters into this **AGREEMENT** by authority of action taken by its Board on the day of _____, 2009.

X. EXHIBITS

The exhibits to **AGREEMENT** listed below are made a part of **AGREEMENT**, as approved by **CITY** and **UTILITY**.

- Exhibit A: Legal Description
- Exhibit B: Conditional Use Permit Plans

XI. EXECUTION

This **AGREEMENT** is executed as follows:

A. By **DEVELOPER** on the _____ day of _____, 2009.

Jon Greco, Owner
JH Bristol, LLC

Harold Dennison, Owner
JH Bristol, LLC

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, the above-named *Jon Greco and Harold Dennison*, to me known to be the persons who executed the foregoing instrument and acknowledge same.

Notary Public, _____
My Commission Is/Expires: _____

B. By CITY on the _____ day of _____, 2009.

Keith G. Bosman, Mayor

Michael Higgins, City Clerk-Treasurer

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009 the
above-named *Keith G. Bosman and Michael Higgins*, to me known to be the persons who
executed the foregoing instrument and acknowledge same.

Notary Public, _____
My Commission Is/Expires: _____

C. By **UTILITY** on the _____ day of _____, 2009.

Edward St. Peter
General Manager

Don Holland
Board of Water Commissioners Chairman

STATE OF WISCONSIN)
: SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, the above-named *Edward St. Peter and Don Holland*, to me known to be the persons who executed the foregoing instrument and acknowledge same.

Notary Public, _____
My Commission Is/Expires: _____

The following exhibits to the Developers Agreement are on file in the office of the Department of City Development, City of Kenosha, located at 625 52nd Street, Room 308, Kenosha, WI 53140:

Exhibit B Conditional Use Permit Plans



Item # K.2.
City of Kenosha
Common Council Agenda
8/17/09

VOTE SHEET	Kenosha City Plan Commission	Meeting of August 6, 2009	
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Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue, District #17. (Greco Investments)

ACTION TAKEN	AYES	NOES
APPROVE	9	0
DENY		
RECEIVE AND FILE		
FORWARD TO		
	DATE	COPIES
COMMON COUNCIL	8/17/09	20 & 1
FINANCE		
LEGAL		
PUBLIC WORKS	8/10/09	1
PARKS		
WATER UTILITY		
EMAIL TO CLERKS		
PUBLIC NOTICE		


 Rich Schroeder
 Assistant City Planner

To the Honorable Mayor and Common Council

Your Committee on PUBLIC WORKS

Date: August 10, 2009

to whom was referred: Warrant Deed for dedication of 60th Street right-of-way at approximately 126th Avenue. (Greco Investments) (District 17) (City Plan Commission approved 9:0)

MOTION: *Misner*

SECOND: *Nudo*

Respectfully report and recommend -

Approve

5-0

COMMITTEE

CIRCLE ONE

G. John Ruffolo
G. John Ruffolo, Chairman

Aye No

Donald K. Holland
Donald K. Holland

Aye No

Patrick Juliana
Patrick Juliana

Aye No

Ray Misner
Ray Misner

Aye No

Don L. Moldenhauer
Don L. Moldenhauer

Aye No

Anthony Nudo
Anthony Nudo

Aye No

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	August 6, 2009	Item 9
Warranty Deed for dedication of 60th Street right-of-way at approximately 126th Avenue, District #17. (Greco Investments)			

LOCATION/SURROUNDINGS:

Site: 60th Street, approximately 300 feet east of the future 126th Avenue

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:

- As part of the Hawk's Ridge Apartments development, Kenosha County has requested a dedication of additional right-of-way from 60th Street (CTH K) to benefit this development as well as the future Kenosha Town Center project.
- The area to be dedicated is a triangular piece measuring about 7,135 square feet.

RECOMMENDATION:

A recommendation is made to approve the Warranty Deed.

B. RLO

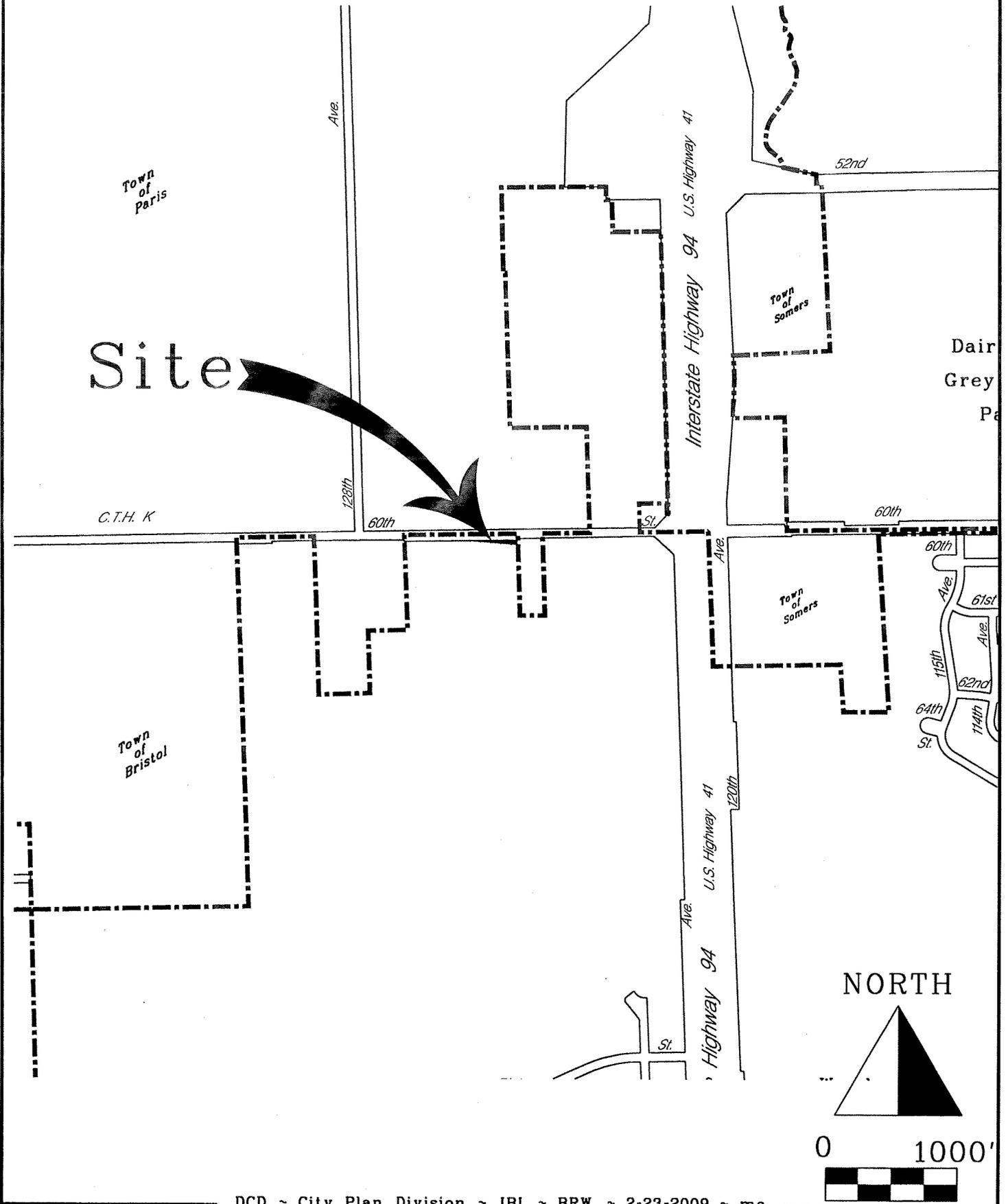
Brian R. Wilke, Development Coordinator
1CPC/2009/Aug6/fact-deed-greco

[Signature]

Jeffrey B. Labahn, Director of City Development

City of Kenosha

Vicinity Map
60th Street R.O.W. Dedication

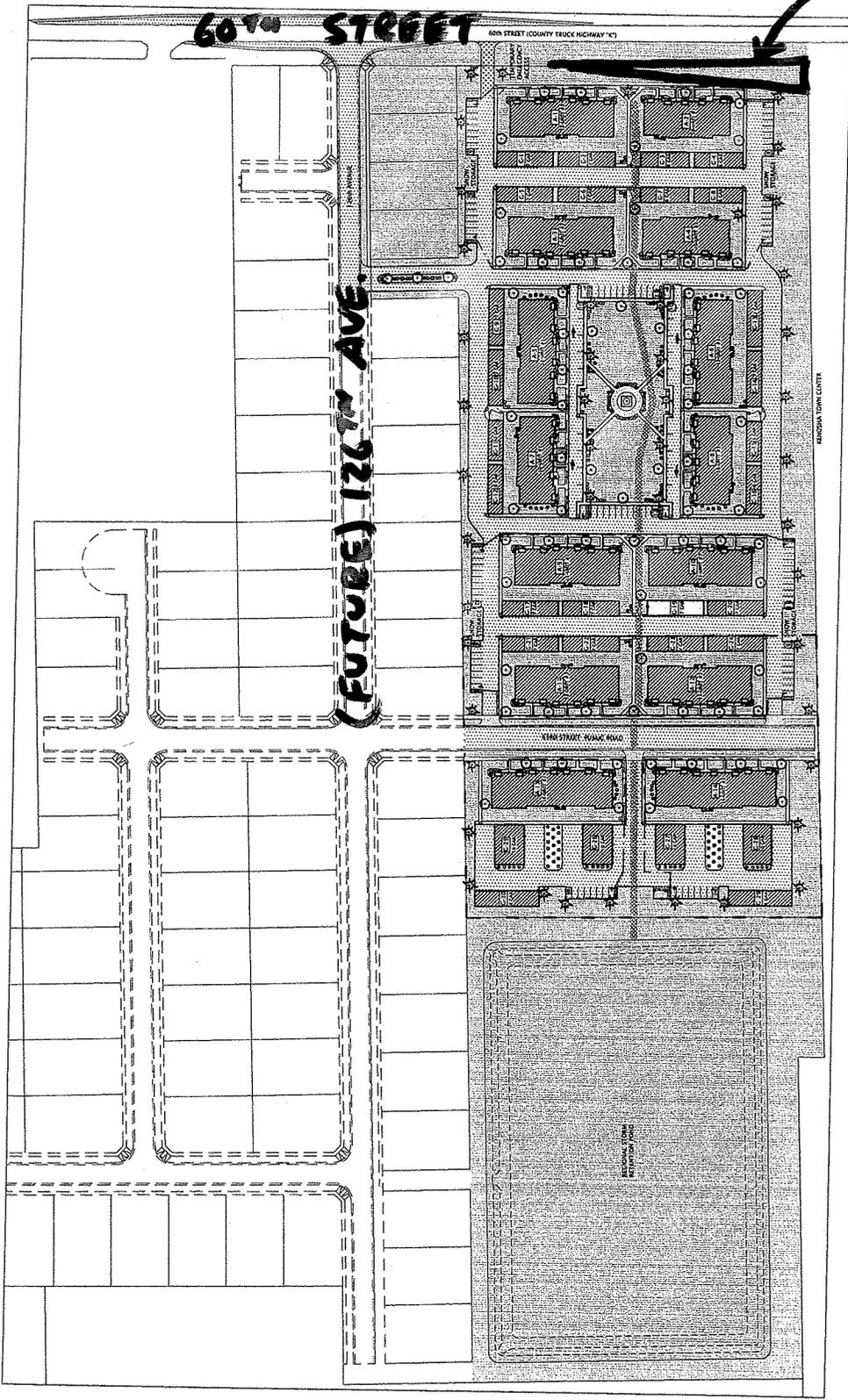


- PROPOSED FEATURES LEGEND**
- ADA ACCESSIBLE ROUTE
 - BUILDING
 - CONCRETE PAVEMENT
 - ASPHALTIC PAVEMENT
 - GRASS
 - TEMPORARY ROAD ACCESS
 - REGIONAL RETENTION POND
 - 10-YEAR FLOOD PATH
 - PHASE 2 CONSTRUCTION LIMITS
 - FUTURE ROADWAY DEVELOPMENT
 - PRELIMINARY PLATTED HAWKS RIDGE SUBDIVISION LOTS
 - FOUNTAIN
 - FOUNTAIN SEAT
 - DUMPSTER PAD W/FENCE
 - MONUMENT SIGN
 - MARKETING SIGN
 - CONIFEROUS BUSH
 - DECIDUOUS BUSH
 - CONIFEROUS TREE
 - DECIDUOUS TREE

SITE INFORMATION
 184 - 2 BEDROOM UNITS (14 BUILDINGS)
 214 GARAGE UNITS (30 BUILDINGS)
 100 TOTAL UNITS, INCL. 14 ACCESSIBLE
 DENSITY = 11.56 UNITS/ACRE

AREA TO BE DEDICATED

Site Plan



Site Plan

JH Bristol, LLC PO Box 1777 Kenosha, WI, 53141 T: 262-857-8000 F: 262-857-8021 www.aldlic.cnm

bondy studio
 Architectural Illustration

BSB
 ARCHITECTURE

TGAR GROUP, Inc.
 ARCHITECTURE • PLANNING • CONSTRUCTION



A Quality Residential Neighborhood

WARRANTY DEED

Exempt 2r

Document Number

Document Name

THIS DEED is made between GRECO INVESTMENTS, LLC, a Wisconsin limited liability company, and DENNISON REAL ESTATE, L.L.C., a Wisconsin limited liability company ("Grantor," whether one or more), and CITY OF KENOSHA, a Wisconsin municipal corporation

Grantor does hereby dedicate, convey, reserve and transfer to Grantee the following described real estate, together with the rents, profits fixtures and other appurtenant interests, in Kenosha County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 2563, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 1 NORTH, RANGE 21 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 SECTION; THENCE NORTH 89°15'31" EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 SECTION 772.62 FEET TO A POINT; THENCE SOUTH 00°44'29" EAST AND AT RIGHT ANGLES TO SAID SECTION LINE 50.00 FEET TO A POINT ON THE SOUTH LINE OF 60TH STREET AS DEDICATED IN CERTIFIED SURVEY MAP NO. 2563 AND THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 89°15'31" EAST ALONG SAID SOUTH LINE 386.36 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 02°05'48" EAST ALONG SAID EAST LINE 36.95 FEET TO A POINT; THENCE NORTH 85°17'34" WEST 388.99 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 7,135 SQUARE FEET.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except those matters of record.

Dated February 23, 2009

GRECO INVESTMENTS, LLC

DENNISON REAL ESTATE, L.L.C.

[Signature of Jon C. Greco]

[Signature of Harold C. Dennison]

* Jon C. Greco, Managing Member

* Harold C. Dennison, Managing Member

*(SEAL) _____ (SEAL)

AUTHENTICATION

Signature(s) Jon C. Greco

Harold C. Dennison

authenticated on 3-18-2009

[Signature of John P. Yentz]

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY)

Personally came before me on the above-named Jon C. Greco, as Managing Member of Greco Investments, LLC, and Harold C. Dennison, as Managing Member of Dennison Real Estate, L.L.C., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Notary Public, State of Wisconsin My Commission (is permanent) (expires:)

THIS INSTRUMENT DRAFTED BY:

Michael A. Marx

Mallery & Zimmerman, S.C.

(Signatures may be authenticated or acknowledged. Both are not necessary.)

* Type name below signatures.

Recording Area

Name and Return Address

John M. Wirth
Mallery & Zimmerman, S.C.
731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202

03-121-01-103-002

Parcel Identification Number (PIN)

This is not homestead property.
(its) (is not)



**AGREEMENT
RESPECTING THE EMPLOYMENT
OF SCHOOL RESOURCE OFFICERS**

By And Between

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

And

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

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

WITNESSETH:

In consideration of the mutual promises, agreements and undertakings hereinafter set forth, **CITY** and **SCHOOL DISTRICT** agree as follows:

I. TERM OF AGREEMENT. This Agreement shall be valid for the 2009-2010, 2010-2011 and 2011-2012 school years (as used herein, School Year extends from July 1 to the ensuing June 30th).

II. CITY TO PROVIDE RESOURCE OFFICERS.

A. Resource Officers And Equipment Provided. The **CITY** shall provide to **SCHOOL DISTRICT** the services of four (4) on-duty police officers, hereinafter referred to as "**RESOURCE OFFICERS**" for placement at sites designated by the **SCHOOL DISTRICT**. The **RESOURCE OFFICERS** shall be assigned by the Chief of Police consistent with the provisions of applicable collective bargaining agreements. The **SCHOOL DISTRICT** may object to any such assignment. Such objection may result in a position not being filled for a period of time, whereupon there will be no reimbursement required of the **SCHOOL DISTRICT**. The

RESOURCE OFFICERS shall carry such Police Department issued equipment as deemed necessary by the Chief of Police.

B. City Employees. The **RESOURCE OFFICERS** shall be employees of the **CITY** and under the control and direction of the Chief of Police.

C. Reporting Relationship. The **RESOURCE OFFICERS** shall perform their duties in collaboration with the **SCHOOL DISTRICT** officers and employees.

D. Evaluation of Resource Officers. The **CITY** shall evaluate the **RESOURCE OFFICERS** and shall solicit input from the **SCHOOL DISTRICT**, which shall not be unreasonably omitted from the evaluation.

E. Service Provided By RESOURCE OFFICERS. The **RESOURCE OFFICERS** shall provide the following services to the **SCHOOL DISTRICT**:

1. Act in the capacity of a sworn, on-duty police officers.
2. Provide a law enforcement presence in the school to which assigned.
3. Investigate or assist in the investigation of crimes or Ordinance violations to which students in the assigned school may be a party or have information.
4. Patrol school buildings, grounds and parking lots to which assigned for the purpose of enforcing State and **CITY** laws under their jurisdiction.
5. Perform school safety drills with the School Administrator.
6. Train students and staff in areas appropriate to their expertise.

F. Time of Service. **RESOURCE OFFICERS** shall be assigned to designated school buildings of **SCHOOL DISTRICT** during each day that school is in session for students from the first day of the School Year in September, until the last school day of the School Year for the term of this Agreement. The **RESOURCE OFFICERS'** workday shall be consistent with each school's teacher workday. In the event that school hours as described above extend to greater than a **RESOURCE OFFICER'S** scheduled shift in any given day, the Chief of Police or the **SCHOOL DISTRICT** Superintendent or his/her designee may modify the hours of service within the limits of the applicable collective bargaining agreement. Time that the **RESOURCE OFFICERS** spend testifying in a Court of Law or Administrative Hearing as to any event occurring while on assignment under this Agreement as provided herein, shall be considered

time of service provided to the **SCHOOL DISTRICT**.

G. Emergency. The **RESOURCE OFFICERS** are subject to being assigned to other emergency calls at the discretion of the Chief of Police. Since it is anticipated that such events would be rare, if they occur at all, the failure to provide four (4) **RESOURCE OFFICERS** on any given day will not result in a reduction of consideration due the **CITY** under the provisions of this Agreement.

H. Vacation/Illness. **SCHOOL DISTRICT** acknowledges that the **CITY** is assigning four (4) of its police officers as **RESOURCE OFFICERS** without backup support in the event of absence. The **SCHOOL DISTRICT** further acknowledges that **RESOURCE OFFICERS** are subject to a collective bargaining agreement that requires **CITY** to compensate officers during absences from work for illness, vacations and other authorized absences. The failure of **CITY** to provide all four (4) **RESOURCE OFFICERS** to the **SCHOOL DISTRICT** on a given school day due to an excused absence will not result in any reduction in the consideration due to **CITY** provided herein. The **CITY** shall encourage **RESOURCE OFFICERS** to take vacations during periods when school is not in session. The **RESOURCE OFFICERS** shall notify the School Administrator at their assigned school of their absence in a timely manner.

I. Appointment of Agent. **SCHOOL DISTRICT** Policy allows for the searching of lockers, backpacks and containers of students by **SCHOOL DISTRICT** officials. The **SCHOOL DISTRICT** hereby delegates such authority as the **SCHOOL DISTRICT** has to the **RESOURCE OFFICERS**, and hereby appoints the **RESOURCE OFFICERS** as its agents, without relinquishment of its own authority in this respect.

III. GRANT WRITING. In order to provide for the increase in personnel necessary to provide **RESOURCE OFFICERS**, the **CITY** and the **SCHOOL DISTRICT** may continue to apply for grants from the U.S. Department of Justice and the Office of Community Oriented Policing Services, as well as other sources.

IV. RESPONSIBILITY OF SCHOOL DISTRICT.

Compensation. The **SCHOOL DISTRICT** shall pay to **CITY**, through the Department of Finance, for services provided by four (4) **RESOURCE OFFICERS** at their individual daily rate of pay and benefits for the actual days the police officers work in the schools as **RESOURCE OFFICERS**. An itemized listing of all **RESOURCE OFFICERS**, their salary, all applicable benefits and the number of contract days must be provided to the **SCHOOL DISTRICT** at the beginning (projected) and at the end (actual) of the School Year. The **CITY** shall be paid by the **SCHOOL DISTRICT** no later than the fifteenth (15th) day of each month following the month that services were provided. The annual charge for the term of this Agreement shall be adjusted to include increases in pay and fringe benefits established in the **CITY-KPPA** Collective Bargaining Agreement. All monthly payments shall be equal, based on each **RESOURCE OFFICER** having performed services for one hundred eighty (180) days of the two hundred fifty-two (252) day work year. If the cumulative total of absences related to in-service, illness or vacation for any officer exceed fifteen (15) days at School Year end, the amount due for the final month shall be prorated to eliminate the days in excess of fifteen (15) and reflected as a reduction in the final invoice. Failure to bill the **SCHOOL DISTRICT** by July 15th for the prior school year shall result in the waiving of the invoice.

V. INDEMNITY AND HOLD HARMLESS.

A. SCHOOL DISTRICT To Indemnify and Hold Harmless CITY. SCHOOL DISTRICT shall indemnify and hold harmless the **CITY** and its officers and employees from and against any liability, claim, award, costs, expenses, loss, damage, judgment, or attorney fees that they may incur or be required to pay arising out of a complaint that a **RESOURCE OFFICER**, while on premises owned or controlled by **SCHOOL DISTRICT**, failed to provide security for the building or its occupants, as such service is not provided for in this Agreement.

B. CITY To Indemnify and Hold Harmless SCHOOL DISTRICT. CITY shall indemnify and hold harmless the **SCHOOL DISTRICT** and its officers and employees from and against any liability, claim, award, costs, expense, loss, damage, judgment, or attorney fees that

they may incur, sustain, or be required to pay should any person or party suffer or sustain death, personal injury, property loss, or damage arising out of a **RESOURCE OFFICER** performing law enforcement work as a police officer pursuant to this Agreement, other than for a claim of negligent provision of security, or a claim arising out of the **RESOURCE OFFICER** acting as the **SCHOOL DISTRICT'S** agent pursuant to Subsection II.I.

VI. TERMINATION

A. Termination By Either Party Prior to Agreement Expiration. Either party may terminate this Agreement for any reason, prior to its expiration by giving advance, written notice to the other party no later than September 30 of any year that this Agreement is to be terminated, effective January 1 of the ensuing year.

B. Material Breach of Agreement Terms and Conditions. This Agreement may be terminated upon ten (10) days advance, written notice for material breach of the terms and conditions hereof. Any failure to perform an obligation under this Agreement constitutes a breach and is actionable in a Court of Law without notice of the right to cure breach.

VII. NOTICES. All notices shall be directed to the parties as follows:

- ◆ **To The CITY:**
Office of the City Clerk/Treasurer,
Room 105, 625 - 52nd Street,
Kenosha, Wisconsin 53140.
- ◆ **To The SCHOOL DISTRICT:**
Office of the Assistant Superintendent of Business,
Kenosha Unified School District, No. 1,
3600 - 52nd Street,
Kenosha, Wisconsin 53144.

Any notice required shall be in writing and may be personally delivered or mailed by Registered Mail, return receipt requested, postage prepaid, through the United States Postal Service, or equivalent private delivery service. The time of service is at the time of delivery if service is made by personal delivery, or the time of receipt of service if made by mail or private delivery service.

VIII. ENTIRE AGREEMENT. The full agreement of the parties is expressed herein and no verbal or written understandings or agreements shall alter, change or modify the terms of this Agreement unless in writing and signed by both parties as an amendment to this Agreement.

IX. SEVERABILITY. If any of the terms of this Agreement, except for consideration, are determined by a Court of competent jurisdiction to be invalid or inoperative, all remaining terms shall remain in full force and effect.

X. NO THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of the parties, and no benefits or rights are intended or created by this Agreement for the benefit of any third party.

XI. AUTHORIZATION.

A. CITY enters into this Agreement by authority of action taken by its Common Council on the ____ day of _____, 2009.

B. SCHOOL DISTRICT enters into this Agreement by authority of action taken by its Board of Education on the ____ day of _____, 2009.

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

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

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

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

STATE OF WISCONSIN)
:SS.

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



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development



Item # K.4.
City of Kenosha
Common Council Agenda
8/17/09

MEMO

TO: Finance Committee and Common Council

FROM: Anthony Geliche, Community Development Specialist *A.G.*

DATE: August 13, 2009

SUBJECT: 2009 CDBG Subgrantee Agreements

I have provided you with one full Subgrantee Agreement and the Scopes of Service and Budgets for the remaining agreements. The agreement that is used for the CDBG Program is a standard agreement for all sub-recipients which is why you do not have the full agreement for each project. All of the agreements have been reviewed and approved by the agencies prior to submission to the Finance Committee for consideration. The 2009 CDBG Program was approved by the Common Council on November 17, 2008, Resolution No. 138-08.

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

sk
Attachments

RESOLUTION NO. 138-08

BY: FINANCE COMMITTEE

RESOLUTION TO APPROVE THE 2009 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 July 29, September 23 and September 24, 2008; the City Plan Commission on August 7 and November 6, 2008; the Finance Committee on August 18 and November 17, 2008; and the Common Council on August 18, and November 17, 2008 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 November 17, 2008 and the Common Council on November 17, 2008 to consider the 2009 Program Description and obtain citizen comments on housing needs; and

WHEREAS, the 2009 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$1,041,462 and project allocations are based on this amount; and

WHEREAS, if the actual 2009 CDBG Entitlement Grant is less than \$1,041,462, program allocations will be adjusted in proportion to each project allocation; and

WHEREAS, if the actual 2009 CDBG Entitlement Grant is more than \$1,041,462, funds will be used in accordance with the 2009 Fund Allocation Plan approved by the Common Council on August 18, 2008, Item #17; and

WHEREAS, the 2009 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$477,495 and proposed allocations are based on this amount; and

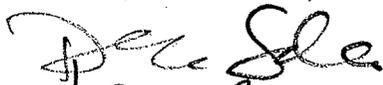
WHEREAS, if the actual 2009 HOME Entitlement Grant is more or less than \$477,495, the program allocation will be adjusted in proportion to each activity allocation approved in the 2009 Program Description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council, that the 2009 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.

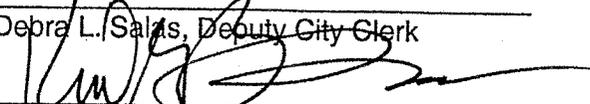
Dated this 17th day of November, 2008.

ATTEST:



Debra L. Salts, Deputy City Clerk

APPROVE:



Keith G. Bosman, Mayor

City of Kenosha, Wisconsin
2009 CDBG Program

Public Service

Applicant	Project Title	Amount
Potter's Center	Equipping Your Family	2,750
Legal Action of Wisconsin, Inc.	Homeless Assistance and Homeless Prevention Project	2,950
MargaretAnn's Place	Project Healing Hearts 2009	3,500
Spanish Center	Community Services and Translations/Interpretations	4,992
Keno Area Family & Aging Service	Volunteer Escort Program	5,000
Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	5,000
Kenosha Literacy Council, Inc.	"Literacy for Life" Adult Education Program	5,287
New Song Ministries, Inc.	Kenosha County Re-Entry Service Project	5,391
Kenosha County UW-Extension	Neighborhood Revitalization & Community Connections	7,000
Bridges Community Center	Crisis Prevention Service Facilitator	7,646
Urban League	Urban League Tax Smart Savings Project	10,000
ELCA Urban Outreach Center	Job Readiness Support	12,000
Women & Children's Horizons	Legal Advocacy	14,000
Boys & Girls Club of Kenosha	Gang Prevention Programs	20,703
Kenosha YMCA	Frank Neighborhood Project	25,000
Shalom Center	Emergency Family Shelter Program	25,000
		156,219

Housing and Neighborhood Improvement

Applicant	Project Title	Amount
Urban League	Facility Improvement	2,492
Kenosha Achievement Center, Inc.	Entrance Landing and Ramp	20,769
Kemper Center, Inc.	Exterior Repairs & Restoration (Chimney)	35,000
Carpenter's Home Improvement, Inc.	Carpentry Career & Tech Ed. Program	48,042
Kenosha Human Dev. Services	Roof at 5407 Eighth Avenue	49,500
Kenosha Community Health Center	Expansion of Access to Prenatal Health Care	86,000
City of Kenosha, Public Works	Street Improvements	435,148
		676,951

Planning/Administration

Applicant	Project Title	Amount
City of Kenosha	Program Administration/Comprehensive Planning	208,292

Total 2009 CDBG Program

1,041,462

2009 CDBG Agreement_List

	Applicant	Project Title	Amount Received	Start Date	End Date
A	Boys & Girls Club of Kenosha	Gang Prevention Program	\$20,703	January 1, 2009	December 31, 2009
B	Bridges Community Center	Crisis Prevention Service Facilitator	\$7,646	January 1, 2009	December 31, 2009
C	Carpenter's Home Improvement, Inc.	Carpentry Career & Tech Ed. Program (KUSD)	\$48,042	January 1, 2009	December 31, 2009
D	ELCA Urban Outreach Center	Job Readiness Support	\$12,000	January 1, 2009	December 31, 2009
E	Kemper Center, Inc.	Exterior Repairs & Restoration of Structure on Historic Site	\$35,000	August 1, 2009	July 31, 2010
F	Kenosha Achievement Center, Inc.	Accessible Landing and Ramp	\$20,769	January 1, 2009	December 31, 2009
G	Kenosha Area Family & Aging Service	Volunteer Escort Program	\$5,000	January 1, 2009	December 31, 2009
H	Kenosha Community Health Center	Expansion of Access to Prenatal Health Care	\$86,000	January 1, 2009	December 31, 2009
I	Kenosha County UW-Extension	Neighborhood Revitalization & Community Connections	\$7,000	January 1, 2009	December 31, 2009
J	Kenosha Human Development Services	Roof at 5407 Eighth Avenue	\$49,500	August 1, 2009	July 31, 2010
K	Kenosha Literacy Council, Inc.	Literacy for Life Adult Education Program	\$5,287	June 1, 2009	May 31, 2010
L	Kenosha YMCA	Frank Neighborhood Project	\$25,000	January 1, 2009	December 31, 2009
M	Legal Action of Wisconsin, Inc.	Homeless Assistance and Homeless Prevention	\$2,950	January 1, 2009	December 31, 2009
N	MargaretAnn's Place	Grief Support Services for Children	\$3,500	January 1, 2009	December 31, 2009
O	New Song Ministries, Inc.	Re-Entry Project	\$5,391	January 1, 2009	December 31, 2009
P	The Potter's Center	Equipping Your Family	\$2,750	January 1, 2009	December 31, 2009
Q	Shalom Center	Emergency Family Shelter Program	\$25,000	January 1, 2009	December 31, 2009
R	Spanish Center	Community Services and Translations	\$4,992	August 1, 2009	July 31, 2010
S	Urban League of Racine and Kenosha, Inc.	Urban League Tax Smart Savings Project	\$10,000	September 1, 2009	August 31, 2010
T	Urban League of Racine and Kenosha, Inc.	Facility Improvements	\$2,492	January 1, 2009	December 31, 2009
U	Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$5,000	January 1, 2009	December 31, 2009
V	Women & Children's Horizons	Legal Advocacy	\$14,000	January 1, 2009	December 31, 2009
			\$1,041,462		

Boys & Girls Club of Kenosha

(Exhibit A)

BUDGET

**Boys and Girls Club of Kenosha, Inc.
Gang Prevention Program**

Gang Prevention Program.....\$20,703.00

(Exhibit B)

SCOPE OF SERVICES

Boys and Girls Club of Kenosha, Inc.
Gang Prevention

A. General Description of Services

1. Utilize funds to provide Gang Prevention programming to include homework help, structured activities and computer learning to career exploration and job skills training to a minimum of 65 youths.
2. Use of the funds will expand the following program activities:
 - *Expansion of after school youth athletic programs* at targeted schools for fall flag football, winter basketball and spring soccer.
 - *Expansion of the summer basketball program* for targeted neighborhoods to provide elementary and middle school youth with a safe, supervised place to play basketball.
 - *Increase youth's constructive use of time* by providing intentional opportunities that incorporate fun experience with supportive, caring mentors.
 - *Expand outreach services for Hispanic youth* to ensure programming and activities are accessible to this targeted population.
 - Expand the job skills/work readiness training programs for teens to ensure their future economic success by providing *subsidized youth employment opportunities* in collaboration with Professional Services Group/Community Impact Programs.

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. 85% of participants will not receive new or additional citations, delinquency charges or increased legal status while in programming.
2. 60% of participants will improve their school attendance.
3. 60% of participants will progress grade levels on time.
4. 90% of participants will indicate they have at least one (1) positive adult in their life.
5. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Bridges Community Center

(Exhibit A)

BUDGET

**Bridges Community Center
Crisis Prevention Service Facilitator**

Salary and fringe benefits of Crisis Prevention Services Facilitator.....\$7,646.00

(Exhibit B)

SCOPE OF SERVICES

**Bridges Community Center
Crisis Prevention Service Facilitator**

A. General Description of Services

1. Utilize for funds salary and fringe benefits of a Crisis Prevention Services Facilitator to:
 - a. Assist members who have recently received crisis stabilization at psychiatric hospitals.
 - b. Provide trained professional and paraprofessional staff to work with mentally ill adults one-on-one and in groups.
2. The following goals shall result in the use of the funds:
 - a. Offer crisis prevention planning services to adults diagnosed with major mental illness in Kenosha County.
 - b. Reduce symptoms and severe emotional distress in the population of adults diagnosed with major mental illness in Kenosha County.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Reduction in symptoms and emotional distress measured through surveys and direct reporting from mental health consumers.
2. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Carpenter's Home Improvement, Inc.

(Exhibit A)

BUDGET

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

Salary and fringe benefits of Journeyman Carpenter.....\$48,042.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

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

ELCA Urban Outreach Center

(Exhibit A)

BUDGET

**ELCA Urban Outreach Center
Job Readiness Support**

Personal care items.....	\$2,000.00
Transportation assistance.....	\$1,000.00
Salaries.....	\$7,000.00
Prescription assistance.....	<u>\$2,000.00</u>
TOTAL.....	\$12,000.00

(Exhibit B)

SCOPE OF SERVICES

**ELCA Urban Outreach Center
Job Readiness Support**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Local residents will utilize the telephone, fax machine or Internet 1,305 times in their efforts to find employment, medical assistance, transportation or housing.
2. There will be 3,600 visits to the Clothing Closet.
3. 300 Kenoshans will receive bus rides to/from their job interviews or medical appointments.
4. 300 families in Kenosha will be better able to take care of their children and other family members because they have received personal care packages.
5. 140 adults will successfully use the Internet to access their W-2 accounts, apply for jobs, complete a resume, or search for basic needs.
6. 140 adults will use the Internet and Microsoft programs to access employment information, apply for jobs, or create job resumes.
7. 75 Kenoshans will receive fuel gift cards for important appointments.
8. Report on the number of persons assisting with:
 - a. New access to the services.
 - b. Improved access to the services.

Kemper Center, Inc.

(Exhibit A)

BUDGET

**Kemper Center, Inc.
Exterior Repairs & Restoration of Structure on Historic Site**

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

(Exhibit B)

SCOPE OF SERVICES

**Kemper Center, Inc.
Exterior Repairs & Restoration of Structure on Historic Site**

A. General Description of Services

1. Utilize funds to perform preservation work for the following items on the smokestack located on the Kemper Center complex located at 6501 Third Avenue.
 - Masonry will be cleaned, replaced and tuckpointed

B. Additional Provisions

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

Kenosha Achievement Center, Inc.

(Exhibit A)

BUDGET

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

Rehabilitation.....\$20,769.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

1. Completion of rehabilitation work.
2. Desirable location for people to come to work and visit.

Kenosha Area Family & Aging Service

(Exhibit A)

BUDGET

**Kenosha Area Family & Aging Service
Volunteer Escort Program**

Salary and fringe benefits of Transportation Coordinator.....\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha Area Family & Aging Service
Volunteer Escort Program**

A. General Description of Services

1. Utilize funds to 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. Provide rides for 200 frail elderly and disabled persons to medical appointment and other essential activities.
 - b. Provide 2,500 roundtrips to and from medical appointments and other essential activities.
 - c. To recruit 35 community volunteers to provide rides in their own vehicles.
 - d. To improve the quality of life for frail elderly and disabled persons.

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

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

1. 95% of the riders will be satisfied with the services
2. 95% of the drivers will be satisfied with volunteer management services.
3. 90% of the riders will report that their access to the services has been improved.
4. Number of persons assisted with:
 - a. With new access to the services
 - b. With improved access to the services

Kenosha Community Health Center

(Exhibit A)

BUDGET

**Kenosha Community Health Center
Expansion of Access to Prenatal Health Care**

Prenatal Equipment.....	\$36,000.00
Construction Costs.....	<u>\$50,000.00</u>
TOTAL.....	\$86,000.00

Kenosha County UW-Extension

(Exhibit A)

BUDGET

**Kenosha County UW-Extension
Neighborhood Revitalization & Community Connections**

Project Coordinator.....	\$5,400.00
Program/Education Training.....	<u>\$1,600.00</u>
TOTAL.....	\$7,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha County UW-Extension
Neighborhood Revitalization & Community Connections**

A. General Description of Services

1. Utilize funds for salary and program expenses to promote the following goals:
 - a. Improve individual and family economic well-being by organizing community resources and services to enhance employability and increase neighborhood employment opportunities.
 - b. Utilize the neighborhood's housing stock to improve the overall economic viability of the community and its residents by creating opportunities for sustainable home ownership and by providing home improvement education to existing homeowners.
 - c. Support long-term economic stability and growth by promoting and strengthening the capacity of residents to value diversity and work together to identify, address and monitor critical revitalization issues.
 - d. Strengthen linkages between resident needs and available city services and community resources (i.e., small neighborhood parks) in order to improve the community's overall quality of life.
 - e. Improve vocational preparedness and potential for self-sufficiency for youth.
2. Kenosha County UW-Extension will continue to work with existing neighborhood groups and block captains to identify, address, monitor, and develop an action plan for implementing the Neighborhood Revitalization Strategies started in July 2003. The role of the Project Coordinator will be to serve as the connecting agent between the neighborhood and the resources of the community with the purpose of implementing the Neighborhood Revitalization Strategies for each HUD designated area.
3. The Project Coordinator will coordinate implementation activities that directly complement objectives for each of the following NRSA goals:
 - a. Resident leadership capacity
 - b. Neighborhood and community linkages
 - c. Individual and family economic well-being
 - d. Parks and neighborhood beautification
 - e. Children and youth
 - f. Diversity

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Specific outcomes from the Lincoln and Columbus NRSA's include:
 - a. Community outreach activities established in one (1) or more sites (Columbus NRSA Goals #1 and #4).
 - b. Outreach to Hispanic residents initiated (Columbus NRSA Goal #4).
 - c. Cost effective methods established to disseminate information about City and other services to residents (Columbus NRSA Goal #5).

- d. City service delivery assessed to determine opportunities for improvement (Columbus NRSA Goal #5).
- e. Cooperative relationship between residents and school administrations established and functioning (Lincoln NRSA Goal #1).
- f. Add five (5) blocks to the existing Lincoln Community Alliance (Lincoln NRSA Goal #3).
- g. One (1) neighborhood event focusing on ethnic/cultural diversity conducted (Lincoln NRSA Goal #3).
- h. Two (2) park events attract a minimum of 200 neighborhood and City residents (Lincoln NRSA Goal #1).
- i. Neighborhood beautification efforts contribute to a 5% reduction in the number of residential structures classified as deficient or substandard (Columbus NRSA Goal #2).
- j. One (1) new Neighborhood Watch established; and add five (5) blocks to the existing Lincoln Community Alliance (Columbus NRSA Goal #4; Lincoln NRSA Goal #3).
- k. Two (2) economic development/business workshops conducted to support business start-ups and/or expansions (Lincoln NRSA Goal #4).
- l. Increase leadership capacity of residents in Columbus and Lincoln neighborhoods (Lincoln NRSA Goal #4, Columbus NRSA Goal #4).

Kenosha Human Development Services

(Exhibit A)

BUDGET

**Kenosha Human Development Services
Roof at 5407 Eighth Avenue**

Rehabilitation.....\$49,500.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha Human Development Services
Roof at 5407 Eighth Avenue**

A. General Description of Services

1. Utilize funds for rehabilitation of the facility located at 5407 Eighth Avenue.

➤ Roof

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Number of persons assisted with:
 - a. New access to the facilities.
 - b. Improved accesses to the facilities.

Kenosha Literacy Council, Inc.

(Exhibit A)

BUDGET

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

Salary and fringe benefits.....\$5,287.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

1. Utilize funds to provide reading and writing services to adults that have less than a fifth grade literacy level.
2. The process of preparing new students for either one-on-one tutoring or an other learning situation shall include:
 - a. Evaluation of potential students reading level.
 - b. Match each student with an appropriate tutor or placement in Learning Lab.
 - c. Develop a lesson plan from evaluation results.
 - d. Supply one to three literacy textbooks.
3. Funds may be used to cover expenses incurred by the project for salary and fringe benefits of staff providing service

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Provide 50 hours of tutoring to 200 students.
2. Provide 1,000 hours of tutoring and homework help in the Learning Lab.
3. Provide 500 hours of tutoring and homework help in Saturday drop-in sessions.
4. Provide 125 hours of small group instruction.
5. 90% of students who have participated for one (1) full year will increase their reading abilities by at least two (2) levels.
6. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Kenosha YMCA

(Exhibit A)

BUDGET

**Kenosha YMCA
Frank Neighborhood Project**

Salary and fringe benefits.....	\$17,500.00
Supplies.....	\$4,500.00
Transportation.....	<u>\$3,000.00</u>
TOTAL.....	\$25,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha YMCA
Frank Neighborhood Project**

A. General Description of Services

1. Utilize funds to provide:
 - a. sport or recreational activities
 - b. planned field trips
 - c. neighborhood activities
 - d. community service projects
 - e. home visits
 - f. teaching of life skills
2. Funds reimbursed under the terms of this Agreement are to be used to cover costs of providing services to 110 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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Increase the number of developmental assets experienced by the youth.
2. Develop a support network with families to provide education and advocacy by scheduling at least two (2) home visits per week and organizing parental trainings.
3. Improve school attendance, reduce school behavior problems and reduce the incidence of crime.
4. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Legal Action of Wisconsin, Inc.

Exhibit A)

BUDGET

**Legal Action of Wisconsin, Inc.
Homeless Assistance and Homeless Prevention**

Salary and fringe benefits.....\$2,950.00

(Exhibit B)

SCOPE OF SERVICES

**Legal Action of Wisconsin, Inc.
Homeless Assistance and Homeless Prevention**

A. General Description of Services

1. Utilize funds for salary and fringe benefits to provide civil legal service to low income persons who are threatened with homelessness, either because of domestic violence, an eviction, foreclosure or loss of income or resources.

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Five (5) persons will gain access to social security or unemployment benefits
2. Ten (10) households will receive eviction or foreclosure legal assistance
3. Number of persons assisted with:
 - a. New access to the services
 - b. Improved access to the services.

MargaretAnn's Place

(Exhibit A)

BUDGET

**MargaretAnn's Place
Grief Support Services for Children**

Salary and fringe benefits.....\$3,500.00

(Exhibit B)

SCOPE OF SERVICES

**MargaretAnn's Place
Grief Support Services for Children**

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Program Director to provide free peer support groups, literature, and education to thirty (30) children who are coping with death and dying.
2. Utilize funds to provide services to children who are grieving the death of a parent or sibling who died a traumatic death.

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Eighty percent (80%) of program participants will:
 - a. Show an increased awareness that they are not alone.
 - b. Actively engage in discussion while addressing grief issues and/or activities.
 - c. Develop confidence in managing their grief and advocating for their needs.
2. Report the number of persons assisted:
 - a. Overall
 - b. With new access to the services
 - c. With improved access to the services

New Song Ministries, Inc.

(Exhibit A)

BUDGET

**New Song Ministries, Inc.
Re-Entry Project**

Salary and fringe benefits for Direct Services Facilitator.....\$5,391.00

(Exhibit B)

SCOPE OF SERVICES

**New Song Ministries, Inc.
Re-Entry Project**

A. General Description of Services

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

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Increase the length of stay in the community without revocation.
2. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

The Potter's Center

(Exhibit A)

BUDGET

**The Potter's Center
Equipping Your Family**

Salary and fringe benefits.....	\$2,500.00
Program materials.....	<u>\$250.00</u>
TOTAL.....	\$2,750.00

(Exhibit B)

SCOPE OF SERVICES

**The Potter's Center
Equipping Your Family**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Twenty (20) families will participate in one or more of the educational sessions and/or family activities for the purpose of sustaining a living environments.
2. Ten (10) families will participate in home based family support groups for improving a more suitable living environment through family guidance and support.
3. Five (5) families will participate in home visitation for improving parenting skills on a closer look.
4. Twenty-five (25) families will receive emergency needed items.
5. Four (4) families will receive training to become family mentors and willing to volunteer two (2) to four (4) hours per week.
6. Thirty (30) family members will participate in a youth group activity.
7. Twenty (20) mothers and twenty (20) fathers will participate in support groups.
8. Twenty (20) adults will participate in adult education such as GED, ESL.
9. Number of persons assisted with:
 - a. New access to the services
 - b. Improved access to the services.

Shalom Center

(Exhibit A)

BUDGET

**Shalom Center
Emergency Family Shelter Program**

Salary and fringe benefits of staff providing services.....\$25,000.00

(Exhibit B)

SCOPE OF SERVICES

**Shalom Center
Emergency Family Shelter Program**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. 90% of participants will participate in educational and/or training programs.
2. 75% of participants will exhibit a positive behavioral change that will result in a positive change in their homeless status.
3. 98% of children that were not attending school when enrolled in the Emergency Shelter will be enrolled in and attend school.
4. 100% of participants will learn new life skills.
5. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Spanish Center

(Exhibit A)

BUDGET

**Spanish Center
Community Services and Translations**

Salary and fringe benefits of Community Outreach Coordinator.....\$4,992.00

(Exhibit B)

SCOPE OF SERVICES

**Spanish Center
Community Services and Translations**

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Community Services and Translation Program.
2. The following goals shall result in the use of the funds:
 - a. Provide interpretation, translation, and transportation to an additional 650 individuals.
 - b. 350 clients will receive translation and interpretation services.
 - c. Increase services for referral clients to other community resources and/or advocates.
 - d. Provide interpretation services to community agencies.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Over the course of one year, 585 of 650 (90%) clients will report obtaining new knowledge about community resources.
2. Over the course of one year, 585 of 650 (90%) clients will report obtaining new knowledge about educational services provided by the Spanish Center.
3. Over the course of one year, 585 of 650 (90%) clients will report obtaining new knowledge about translation/interpretation services provided by the Spanish Center.
4. Over the course of one year, 520 of 650 (80%) clients will report using at least one resource in the community.
5. Over the course of one year, 520 of 650 (80%) clients will report using at least one educational service offered by the Spanish Center.
6. Over the course of one year, 520 of 650 (80%) clients will report using translations/ interpretation services offered by the Spanish Center.
7. Number of persons assisted with:
 - a. With new access to the services
 - b. With improved access to the services

Urban League of Racine and Kenosha, Inc.

(Exhibit A)

BUDGET

**Urban League of Racine and Kenosha, Inc.
Urban League Tax Smart Savings Project**

Salary and fringe benefits of Case Manager.....	\$7,500.00
Computer.....	\$1,000.00
Supplies/Telephone/Internet.....	\$500.00
Overhead.....	<u>\$1,000.00</u>
TOTAL.....	\$10,000.00

(Exhibit B)

SCOPE OF SERVICES

**Urban League of Racine and Kenosha, Inc.
Urban League Tax Smart Savings Project**

A. General Description of Services

1. Utilize funds to educate low-income residents on:
 - a. State and Federal Tax Credits
 - b. How to complete and file State and Federal Income Tax Forms
 - c. How to open checking and savings accounts

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. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. One hundred (100) individuals will be provided services on State and Federal income taxes.
2. One hundred (100) individuals will open a checking/savings account.

Urban League of Racine and Kenosha, Inc.

(Exhibit A)

BUDGET

**Urban League
Facility Improvements**

Rehabilitation.....\$2,492.00

(Exhibit B)
SCOPE OF SERVICES

**Urban League
Facility Improvements**

A. General Description of Services

1. Utilize funds for rehabilitation work at the Urban League located at 1418 68th Street.
 - Interior Residential Doors
 - Residential Window Replacement

B. Additional Provisions

1. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
2. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
3. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
4. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 1418 68th Street.

C. Measurable Outcomes

1. Completion of rehabilitation work.

Walkin' In My Shoes, Inc.

(Exhibit A)

BUDGET

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

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

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. 90 individuals shall be provided a backpack and related services.
2. 100% of clients shall be referred to temporary or permanent housing.

Women & Children's Horizons

(Exhibit A)

BUDGET

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

Salary and fringe benefits for Coordinator of Legal Advocacy position.....\$14,000.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Contact the 1,000 domestic abuse referrals from the DA's office.
2. Maintain a 95-100% satisfaction rate from clients who return surveys.
3. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Agreement

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the 17th, day of August 2009, by and between Kenosha Achievement Center, Inc. (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, January 1, 2009 all in accordance with the terms and conditions of this Contract to begin no earlier than , and continue through December 31, 2009.

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 Accessible Landing and Ramp 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 \$20,769.00 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 within 10 days of the end of each month.

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 by the tenth working day of the month for 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 **December 31, 2009** which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. **CONDITIONS OF PERFORMANCE AND COMPENSATION.**

A. Performance

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

B. Place of Performance

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

C. Additional Fringe or Employee Benefits

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

D. Taxes, Social Security and Government Reporting

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

E. Subcontracting

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

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

A. Cost Incurred

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

B. Payment Policies and Procedures

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

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

C. Reversion of Funds and Assets

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

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

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

Kenosha Achievement Center, Inc.

1218 79th Street

Kenosha, WI 53143

Attention: Paula Williams

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 or 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 Subpart 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, Subpart B.
- IV. **"Section 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u))**
- A. Any work to be performed under this Contract that is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Any such work requires that the parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development, set forth in 24 CFR 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- C. The CONTRACTOR will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Department of Housing and Urban Development, 24 CFR 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

XV. EXECUTIVE ORDER 11246, ETC. During the performance of this Contract, the CONTRACTOR agrees as follows:

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

subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

(Exhibit A)

BUDGET

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

Rehabilitation.....\$20,769.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

1. Completion of rehabilitation work.
2. Desirable location for people to come to work and visit.

(Exhibit C)

CONFLICT OF INTEREST REQUIREMENTS

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

Among the major requirements are the following:

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

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

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

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

(Exhibit E)

Service Provider Report Form

AGENCY:	Kenosha Achievement Center, Inc.
PROGRAM:	Accessible Landing and Ramp
CONTACT PERSON:	
REPORTING PERIOD:	
DATE SUBMITTED:	

L1 - L4

**Recommendations from the
Committee on Finance
August 17, 2009**



MEMORANDUM

TO: Mr. Jeffrey Labahn, AICP
Director of City Development

Frank Pacetti
City Administrator

FROM: Richard H. Rodenbeck, Director of Business Finance
Kenosha Area Business Alliance, Inc. *Will 7/16/09*

DATE: July 16, 2009

SUBJECT: 2009 2nd Quarter Loan Reports

In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending June 30, 2009. The enclosed reports are for the following projects:

1. City RLF Loan Fund
2. UDAG Loan Fund

These reports have also been submitted to the City Finance Committee and all City Council Members. It is our understanding the reports will be reviewed and considered at the Finance Committee's Meeting on Monday, August 17, 2009 at 6:00pm.

Should you have any questions regarding the attached or desire additional information, please call me at your convenience.

Enclosures

cc: City Finance Director
Council Members

KENOSHA AREA BUSINESS ALLIANCE
City Revolving Loan Fund
Quarterly Status Report

Period April 1, 2009 through June 30, 2009

Bank Account Balance as of 4/1/09:	\$ 374,202.93
Plus Loan Principal & Interest Received:	\$ 57,886.41
Plus Prorata Income - Business Case	\$ 20,994.73
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ 240,000.00
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2009:	\$ -
Balance In Bank Account as of 6/30/09:	<u>\$ 213,084.07</u>
Balance of CDs as of 6/30/09:	<u>\$ 240,000.00</u>
Less Outstanding Commitments as of 6/30/09:	<u>\$ (325,000.00)</u>
Balance Available for Loans as of 6/30/09:	<u><u>\$ 128,084.07</u></u>

Narrative: There were no loans in arrears as of June 30, 2009. See attached summary for all active loans in this account as of June 30, 2009.

KENOSHA AREA BUSINESS ALLIANCE
Urban Development Action Grant Loan Fund
Quarterly Status Report

Period April 1, 2009 through June 30, 2009

Bank Account Balance as of 4/1/09:	\$ 120,203.89
Plus Loan Principal & Interest Received:	\$ 67,943.67
Plus Bank Interest Income:	\$ 0.11
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2009:	\$ -
Balance In Bank Account as of 6/30/09:	<u>\$ 188,147.67</u>
Balance of CDs as of 6/30/09:	<u>\$ -</u>
Less Outstanding Commitments as of 6/30/09:	<u>\$ -</u>
Balance Available for Loans as of 6/30/09:	<u><u>\$ 188,147.67</u></u>

Narrative: There were no loans in arrears as of June 30, 2009. See attached summary for all active loans in this account as of June 30, 2009.

**Kenosha Area Business Alliance, Inc. and Its Subsidiary
 Loan Funds Analysis Schedule
 For the Period Ending June 30, 2008**

<u>CITY Revolving Loan Fund</u>	Principal Balance	Scheduled Maturity Date
M&P Properties, LLC	\$ 244,244.38	2/1/2020
MCR Properties, LLC	\$ 391,933.78	7/1/2020
R&R Properties of WI, LLC	\$ 288,759.43	9/1/2019
Bradshaw Medical, Inc.	\$ 253,778.95	1/1/2017
Bradshaw Medical, Inc.	\$ 190,936.52	10/1/2018
Madson Investments, LLC	\$ 486,492.74	10/1/2028
Total	\$ 1,856,145.80	

<u>UDAG Revolving Loan Fund</u>	Principal Balance	Scheduled Maturity Date
MCR Properties, LLC	\$ 660,805.82	9/1/2019
R&R Properties of WI, LLC	\$ 332,362.13	9/1/2014
Monarch Plastics, Inc.	\$ 723,510.33	8/1/2022
Garetto Real Estate, LLC	\$ 476,630.52	1/1/2028
R&R Properties of WI, LLC	\$ 220,311.39	12/1/2023
Total	\$ 2,413,620.19	



SETTLEMENT AGREEMENT

Agreement between Walgreen Co. ("Walgreens"), a corporation organized and existing under the laws of the State of Illinois and registered and authorized to conduct business in the State of Wisconsin, and the City of Kenosha, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Properties" means the land and improvements on parcel numbers 03-122-10-201-041 and 07-222-24-205-022 in the City of Kenosha, Wisconsin.

(b) "Case" means the action pending in the circuit court for Kenosha County, Wisconsin titled *Walgreen Co. v. City of Kenosha*; Case No. 07 CV 878.

(c) "Court" means the Circuit Court for Kenosha County, Branch

2.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Walgreen Co., c/o Robert Hill & Associates IOLTA Trust Account, or to another account designated by Walgreens in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$21,251.98 for 2008 as a refund of property taxes previously paid by Walgreens based on the property tax assessment of the Properties for the tax year 2008. Walgreens waives interest.

3. 2004, 2006 and 2007 Assessments. Walgreens agrees to accept the City's assessments on parcel no. 03-122-10-201-041 for years 2004, 2006 and 2007, in the amounts of \$2,992,700, \$3,391,700 and \$3,391,700, respectively.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payment. The City shall pay the refund of taxes for the 2008 tax year provided in section 2 of this Agreement in full, within 30 days after the execution of this Agreement by both parties.

6. Removal of Case from Trial Calendar. Within 30 days of receiving an executed copy of this Agreement, the parties shall immediately

inform the Court that the parties have entered into a settlement agreement and shall jointly request the Court to remove the Case from the trial calendar and set aside any scheduling orders then in effect.

7. Stipulation for Dismissal. Within ten days after Walgreens receives payment in full of the refund of taxes for 2008, the parties shall:

(a) Enter into a stipulation, in the form attached as Exhibit 1 to this Agreement and signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and

(b) File the stipulation with the Court.

8. 2008 and 2009 Assessments. The City shall assess the Properties for the tax years 2008 and 2009 in the amounts of:

<u>Parcel Number</u>	<u>2008 Assessment</u>	<u>2009 Assessment</u>
03-122-10-201-041	\$3,100,000	\$2,900,000
07-222-24-205-022	\$3,000,000	\$2,750,000

In the event the 2009 assessment exceeds the numbers set forth above, and it is not subsequently reduced by the City's Board of Review, then Walgreens shall be entitled to a refund for any taxes paid with respect to the assessed value in excess of the numbers set forth above, plus statutory interest.

9. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. Neither party makes any admission about the assessments or the fair market value of the Properties.

10. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

11. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

12. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

13. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

14. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

(a) Neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

(b) The parties shall attempt in good faith to resolve the dispute.

(c) If the parties cannot resolve the dispute after reasonable efforts, the dispute shall be submitted to mediation, at the request of either party. The mediator shall be jointly agreed on by the parties or, if they are unable to agree, shall be appointed by the Court at the request of either party.

15. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

16. No Assignment or Transfer. Walgreens represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

17. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

18. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

19. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

20. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

21. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

WALGREEN CO.

By: Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703



Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Attorneys for Walgreen Co.

Date: July 28th, 2009

CITY OF KENOSHA

By: City Attorney's Office
625-52nd Street
Kenosha, WI 53140

William Richardson
State Bar ID No. 1002625
Assistant City Attorney for City of
Kenosha

Date: July _____, 2009

SETTLEMENT AGREEMENT

By And Between

GANDER MOUNTAIN COMPANY,
A Minnesota Corporation,

And

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation



Item # L.2. **b.**
City of Kenosha
Common Council Agenda
8/17/09

THIS SETTLEMENT AGREEMENT is made and entered into by and between **GANDER MOUNTAIN COMPANY** ("**GANDER MOUNTAIN**"), a Minnesota corporation, duly organized and existing under the laws of the State of Minnesota, and registered and authorized to conduct business in the State of Wisconsin, and **THE CITY OF KENOSHA, WISCONSIN**, ("**CITY**") a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In this Agreement:
 - a. The "**Property**" means the land and improvements on Parcel Number 03-122-06-326-020, in the City of Kenosha, Wisconsin.
 - b. "**Case**" means the action pending in the Circuit Court for Kenosha County, Wisconsin, titled *Gander Mountain Company vs. City of Kenosha*; Case No. 07-CV-938.
 - c. "**Court**" means the Circuit Court for Kenosha County, Branch II.
 - d. A "**Tax Year**" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.
2. **REFUND OF TAXES.** The **CITY** shall issue a refund payable to Gander Mountain Company, in care of Robert L. Gordon, Michael Best & Friedrich, L.L.P., or to an account designated by **GANDER MOUNTAIN** in writing, pursuant to Wisconsin Statutes Section 74.37, in the amount of Thirty-eight Thousand One Hundred Fifteen Dollars and Seventy-five Cents (\$38,115.75), [Eighteen Thousand Eight Hundred Twenty-five Dollars and Thirty Cents (\$18,825.30) for 2006, and Nineteen Thousand Two Hundred Ninety Dollars and Forty-five Cents (\$19,290.45) for 2007], as a refund of property taxes previously paid by **GANDER MOUNTAIN** based on the property tax assessments for the Property for the tax years 2006 and 2007.
3. **WAIVER OF COSTS.** Each party waives all claims for costs.
4. **TIME OF PAYMENT.** The **CITY** shall pay the refund of taxes for the 2006 and 2007 Tax Years provided in Section 2 of this Agreement in full within thirty (30) days after the execution of this Agreement by both parties.
5. **REMOVAL OF CASE FROM TRIAL CALENDAR.** Within thirty (30) days of

receiving an executed copy of this Settlement Agreement, the parties shall immediately inform the Court that the parties have entered into a Settlement Agreement and shall jointly request the Court to remove the Case from the trial calendar and set aside any scheduling orders then in effect.

6. STIPULATION FOR DISMISSAL. Within ten (10) days after **GANDER MOUNTAIN** receives payment in full of the refund of taxes, the parties shall:

a. Enter into a Stipulation in the form attached as Exhibit "A" to this Agreement, and signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and,

b. File the Stipulation with the Court.

7. 2006 AND 2007 ASSESSMENTS. The **CITY** shall assess the Property for the Tax Years 2006 and 2007 in the amount of Ten Million Two Hundred Thousand (\$10,200,000.00) Dollars.

8. NO ADMISSIONS OF LIABILITY OR CONCERNING ASSESSMENTS OR FAIR MARKET VALUE. This Agreement is the settlement of disputed claims. Neither party makes any admission about the assessments or the fair market value of the Property.

9. RESPONSIBILITY FOR FEES AND EXPENSES OF ATTORNEYS AND EXPERTS. Each party shall be solely responsible for the fees of its attorneys and experts.

10. NO REPRESENTATIONS. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

11. BINDING ON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

12. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

13. INTERPRETATION OF AGREEMENT. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

a. Neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

b. The parties shall attempt in good faith to resolve the dispute.

c. If the parties cannot resolve the dispute after reasonable efforts, the dispute, at the request of either party, shall be submitted for resolution to the Kenosha County Circuit Court

14. REPRESENTATION BY COUNSEL; RELIANCE. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on

the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

15. NO ASSIGNMENT OR TRANSFER. GANDER MOUNTAIN represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

16. ENTIRE AGREEMENT. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including, but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

17. WAIVER. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. AMENDMENTS OR MODIFICATIONS. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. AUTHORIZATION TO SIGN AGREEMENT. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the persons' signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. READING OF AGREEMENT. Each person signing this Agreement on behalf of either party acknowledges that the person has read this agreement; that the person understands the terms and conditions of this Agreement; that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

**GANDER MOUNTAIN COMPANY,
A Minnesota Corporation**

BY: 
ROBERT L. GORDON, Attorney
Michael Best & Friedrich, L.L.P.,
100 East Wisconsin Avenue, Suite 3300,
Milwaukee, Wisconsin 53202-4108,
State Bar No. 1015945
Date: 8/6/09

CITY OF KENOSHA, WISCONSIN,

A Municipal Corporation

BY: _____
WILLIAM K. RICHARDSON,
Assistant City Attorney,
State Bar No. 1002625
Date: _____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney,
Office of the City Attorney,
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140
Phone: (262)653-4170
Fax: (262)653-4176

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

KENOSHA COUNTY

GANDER MOUNTAIN COMPANY,

Plaintiff,

vs.

CITY OF KENOSHA,

Defendants.

:

:

:

:

:

:

STIPULATION AND
ORDER FOR DISMISSAL

Case No. 07-CV-0938

Case Code No. 30301

Honorable David M. Bastianelli

STIPULATION

IT IS HEREBY STIPULATED by and between the parties, by their respective counsel, that this action may be dismissed on its merits, with prejudice, and without an award of Court costs to any party. Notwithstanding this Stipulation, should a dispute arise regarding the interpretation of the parties' Settlement Agreement, the Court shall, upon request of either party, resolve the dispute.

GANDER MOUNTAIN COMPANY

BY: _____

ROBERT L. GORDON
Michael Best & Friedrich, L.L.P.
State Bar No. 1015945
Attorney for Plaintiff
Date: _____

CITY OF KENOSHA, WISCONSIN

BY: _____

WILLIAM K. RICHARDSON,
Assistant City Attorney,
State Bar No. 1002625
Attorney for Defendant
Date: _____

ORDER

Based on the foregoing Stipulation,

IT IS HEREBY ORDERED that the above entitled action is dismissed on its merits, with prejudice, and without costs to any party.

IT IS FURTHER ORDERED that notwithstanding the aforementioned Stipulation, should a dispute arise regarding the interpretation of the parties' Settlement Agreement, the Court shall, upon request of either party, resolve the dispute.

Dated at Kenosha, Wisconsin, this _____ day of August, 2009.

BY THE COURT:

HONORABLE DAVID M. BASTIANELLI,
Circuit Court Judge, Branch I

Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140
Phone: (262)653-4170
Fax #: (262)653-4176



Item # L.3.
 City of Kenosha
 Common Council Agenda
 8/17/09

VOTE SHEET	Kenosha City Plan Commission	Meeting of August 6, 2009	
-------------------	------------------------------	---------------------------	--

Sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, District #15.

<i>ACTION TAKEN</i>	<i>AYES</i>	<i>NOES</i>
APPROVE	9	0
DENY		
RECEIVE AND FILE		
<i>FORWARD TO</i>		
	<i>DATE</i>	<i>COPIES</i>
COMMON COUNCIL	8/17/09	20 & 1
FINANCE	8/17/09	
LEGAL		
PUBLIC WORKS		
PARKS	8/10/09	1
WATER UTILITY		
<i>EMAIL TO CLERKS</i>		
PUBLIC NOTICE		

Rich Schroeder
 Assistant City Planner

To the Honorable Mayor and Common Council

Your Committee on BOARD OF PARK COMMISSIONERS August 10, 2009

to whom was referred: Sale of land at 4624 73rd Place from City of Kenosha to Philip and Barbara Pofahl.
(District 15) (Also referred to City Plan Commission and Finance Committee)

MOTION: Ruef

SECOND: Downing

Respectfully report and recommend:

approve
4-0

COMMITTEE

CIRCLE ONE


Michael Orth, Chairman

Aye No


Kathy Carpenter

Aye No

Stephen Casey

Aye No


Jesse Downing

Aye No


Don Ruef

Aye No

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: Board of Parks Commission
Finance Committee
Mayor Bosman and Members of the Common Council

FROM: Rich Schroeder, Department of City Development *RS*

RE: Sale of land at 4624 73rd Place from the City of Kenosha
to Philip and Barbara Pofahl, District #15.

DATE: August 7, 2009

The Sale of the land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl was approved at the City Plan Commission on August 6, 2009.

The City Plan Commission recommended that the parcels be combined as a condition of the sale.

RS:kas

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	August 6, 2009	Item 11
Sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, District #15. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 4624 73rd Place
Zoned: RS-3 Single-Family Residential

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Orth, has been notified. This item will also be reviewed by the Finance Committee and Board of Parks Commissioners, before final approval by the Common Council.

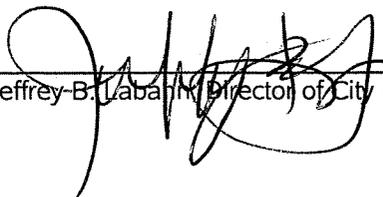
ANALYSIS:

- Attached is the Vacant Land Offer to Purchase Agreement which details the sale of land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl, the adjoining property owner.
- The purchase price of the property is \$8,000.00.
- This piece of land is in the Park Plan Disposition Study completed in 1985 and states this land will not be developed for any use and should be disposed of.
- The sale of this property was discussed at the June 29, 2009 Board of Park Commission meeting. The Commission approved the sale of this lot.

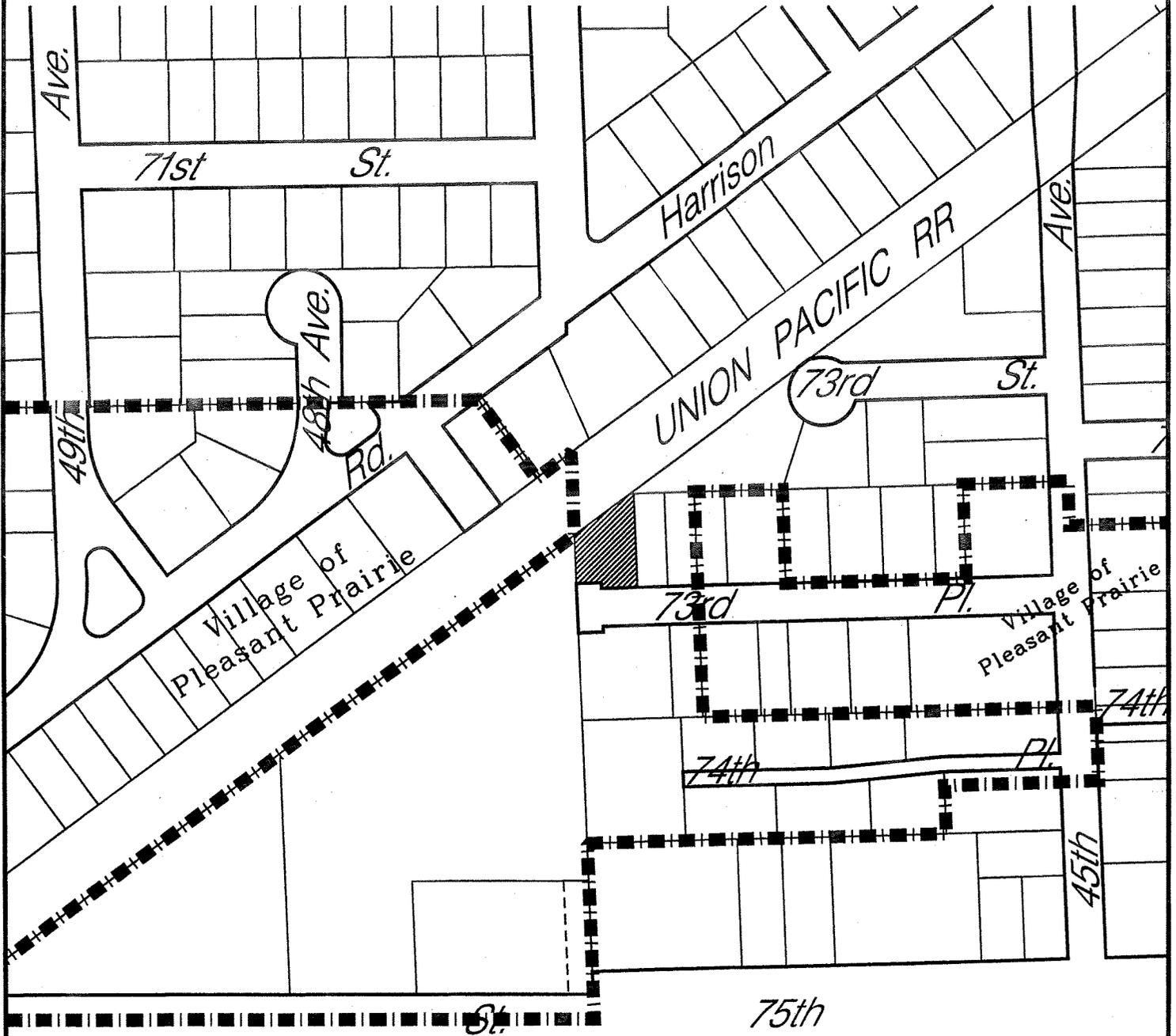
RECOMMENDATION:

A recommendation is made to approve the Offer to Purchase and sell the land at 4624 73rd Place to Philip and Barbara Pofahl.


Sharon Krewson, Real Estate Agent
1CPC/2009/Aug6/fact-land-pofahl

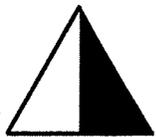

Jeffrey B. Labahn, Director of City Development

CITY OF KENOSHA
General Location Map
City-Owned Park Land
Werve's Resubdivision of Lots 27, 28, 29 of
Fair Oaks Subdivision
Subdivision



Subject Property

NORTH



0 200'



CITY OF KENOSHA – BOARD OF PARK COMMISSIONERS
Meeting Minutes – June 29, 2009

A meeting of the Board of Park Commissioners was held on Monday, June 29, 2009, at the Kenosha Municipal Building in Room 202. The meeting was called to order at 5:15 pm by Chairman Orth.

Roll Call: Present: Commissioner Casey, Carpenter, Downing, and Ruef. Staff members in attendance were Ron Bursek, Director of Public Works, Jeff Warnock, Kevin Risch, Jan Schroeder, Sharon Krewson, and Assistant City Attorney Bill Richardson.

It was moved by Commissioner Casey, seconded by Commissioner Downing, to approve the minutes from the meeting held on Monday, June 8, 2009. Motion passed 5-0.

- B-1. Consideration for disposition of unused, undeveloped parkland located at Kirchner's Highland Park, 79th Street between 14th Avenue and 17th Avenue. (District 3) (Deferred from June 8, 2009 meeting)
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve. Motion passed 5-0.
- B-2. Consideration for disposition of unused, undeveloped parkland located at Werve's Park, 73rd Street and 47th Avenue. (District 15) (Deferred from June 8, 2009 meeting)
It was moved by Commissioner Casey, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.
- B-3. Memorandum of Agreement between the City of Kenosha and the UW Parkside for usage of the lower level of the Southport Beachhouse. CEDAR Agreement (District 2) (Deferred from June 8, 2009 meeting).
Staff/Commissioners: Jeff Warnock, Park Superintendent, requested that item be deferred to next scheduled meeting so that an edit to the agreement may be made.
It was moved by Commissioner Ruef, seconded by Commissioner Carpenter, to approve. Motion passed 5-0.
- B-4. AT & T Cell Tower Lease (District 9) (Deferred from June 8, 2009 meeting)
Staff/Commissioners: Jeff Warnock requested a motion to separate the two items of the agreement, the tower lease and the building plan.
It was moved by Commissioner Carpenter, seconded by Commissioner Downing, to approve separating the two items. Motion passed 5-0.
Staff/Commissioners: Commissioner Casey stated that he was not in favor of putting cell towers on public property. He also stated that if the City moved forward with the lease, to make sure that cost comparables are provided. Chairman Orth asked if the money from the agreement could be used for the pavillion and if the city could get a better rate from AT & T.
It was moved by Commissioner Casey, seconded by Commissioner Downing, to move forward with the tower lease with the requirement of obtaining a copy of the lease and cost comparable information prior to its approval. Motion passed 5-0. It was moved by Commissioner Ruef, seconded by Commissioner Casey, to defer building plan until next scheduled meeting. Motion passed 5-0.
- C-1. Request from Kenosha AFL-CIO council for use of a Showmobile and benches for Laborfest at St. Therese picnic grounds on Monday, September 7, 2009 with full co-sponsorship. (District 9)
Staff/Commissioners: Commissioner Casey asked for clarification of the co-sponsorship policy. He cannot support request. Commissioner Downing stated that although the labor cost submitted by Park Division for setup of Showmobile and benches is \$0, it was not so because these staff could be doing other tasks. Commissioner Carpenter stated that she would be support denial of request because money is too tight and there are too many requests for these items.
Chairman Orth abstained from voting due to affiliation with organization making request. It was moved by Commissioner Ruef, to approve, motion failed for lack of second. It was moved by Commissioner Casey, seconded by Commissioner Downing, to deny request. Motion passed 4-0.

WB-13 VACANT LAND OFFER TO PURCHASE

1 **BROKER DRAFTING THIS OFFER ON** 7/16/09 [DATE] IS ~~AGENT OF SELLER~~ (~~AGENT OF BUYER~~) (~~DUAL AGENT~~) **STRIKE TWO**

2 **GENERAL PROVISIONS** The Buyer, Philip R. and Barbara M. Pofahl

3 offers to purchase the Property known as [Street Address] 4624 73rd Place; Tax Key No. 02-122-02-455-004

4 in the City of Kenosha, County of Kenosha

5 Wisconsin, (Insert additional description, if any, at lines 179 - 187 or attach as an addendum, line 188), on the following terms:

6 ■ **PURCHASE PRICE:** Eight Thousand Dollars

7 _____ Dollars (\$ 8,000.00).

8 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____

9 will be paid within _____ days of acceptance.

10 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

11 ■ **ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE:** Seller shall include in the purchase price and transfer, free and clear of
12 encumbrances, all fixtures, as defined at lines 15 - 18 and as may be on the Property on the date of this Offer, unless excluded at line 14,
13 and the following additional items: None

14 ■ **ITEMS NOT INCLUDED IN THE PURCHASE PRICE:** None

15 A "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be treated as part
16 of the real estate, including, without limitation, physically attached items not easily removable without damage to the Property, items
17 specifically adapted to the Property, and items customarily treated as fixtures including but not limited to all: perennial crops; garden
18 bulbs; plants; shrubs and trees. CAUTION: Annual crops are not included in the purchase price unless otherwise agreed at line 13.

19 ■ **ZONING:** Seller represents that the Property is zoned RS-3

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed an identical copy of the Offer, including signatures on
21 separate but identical copies of the Offer. CAUTION: *Deadlines in the Offer are commonly calculated from acceptance. Consider*
22 *whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.*

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or
24 before July 23, 2009. CAUTION: *This Offer may be withdrawn prior to delivery of the accepted Offer.*

25 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices
26 to a Party shall be effective only when accomplished by one of the methods specified at lines 27 - 36.

27 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with
28 a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 30 or 32 (if any),
29 for delivery to the Party's delivery address at lines 31 or 33.

30 Seller's recipient for delivery (optional): City of Kenosha

31 Seller's delivery address: 625 52nd Street, Room 308, Kenosha, WI 53140

32 Buyer's recipient for delivery (optional): Philip and Barbara Pofahl

33 Buyer's delivery address: 4620 73rd Place, Kenosha, WI 53142

34 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 30 or 32.

35 (3) By fax transmission of the document or written notice to the following telephone number:

36 Buyer: (_____) _____ Seller: (262) 653-4045

37 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer (lines
38 179 - 187 or in an addendum per line 188). Occupancy shall be given subject to tenant's rights, if any. CAUTION: Consider an agreement
39 which addresses responsibility for clearing the Property of personal property and debris, if applicable.

40 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said
41 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
42 lease(s), if any, are N/A

43 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or Landmark Title Corp.
44 _____ no later than August 31, 2009 unless another date or place is agreed to in writing.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and _____

47 _____. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing.

48 Net general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on
49 the net general real estate taxes for the preceding year) (_____)

50 _____). **STRIKE AND COMPLETE AS APPLICABLE**

51 **CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending**
52 **reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.**

53 **PROPERTY CONDITION PROVISIONS**

54 ■ **PROPERTY CONDITION REPRESENTATIONS:** Seller represents to Buyer that as of the date of acceptance Seller has no notice
55 or knowledge of conditions affecting the Property or transaction (see below) other than those identified in Seller's Real Estate Condition
56 Report dated N/A, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer

57 by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and Property is being sold "As Is"

58 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT.**

133 **PROPERTY ADDRESS:** 4624 73rd Place; Tax Key No. 02-122-02-455-004

[page 3 of 5, WB-13]

134 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4)
135 date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in this Offer except:

136 _____ . If "Time is of the Essence"
137 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does
138 not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

139 **DATES AND DEADLINES** Deadlines expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
140 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines
141 expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal
142 law, and other day designated by the President such that the postal service does not receive registered mail or make regular deliveries
143 on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are
144 calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the
145 calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

146 **THE FINANCING CONTINGENCY PROVISIONS AT LINES 148 - 162 ARE A PART OF THIS OFFER IF LINE 148 IS MARKED,**
147 **SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF LINE 148 IS MARKED N/A OR IS NOT MARKED.**

148 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a _____
149 **INSERT LOAN PROGRAM OR SOURCE** first mortgage loan commitment as described below, within _____ days of acceptance of this
150 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
151 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____
152 Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private
153 mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay a loan fee not to exceed
154 _____ % of the loan. (Loan fee refers to discount points and/or loan origination fee, but DOES NOT include Buyer's other closing
155 costs.) If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted
156 to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain
157 the term and amortization stated above. **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 158 OR 159.**

158 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

159 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall
160 be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
161 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted
162 to reflect interest changes.

163 **LOAN COMMITMENT:** Buyer agrees to pay all customary financing costs (including closing fees), to apply for financing promptly, and
164 to provide evidence of application promptly upon request by Seller. If Buyer qualifies for the financing described in this Offer or other
165 financing acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline for loan
166 commitment at line 149. **Buyer's delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall**
167 **satisfy the Buyer's financing contingency unless accompanied by a notice of unacceptability. CAUTION: BUYER, BUYER'S LENDER**
168 **AND AGENTS OF BUYER OR SELLER SHOULD NOT DELIVER A LOAN COMMITMENT TO SELLER WITHOUT BUYER'S PRIOR**
169 **APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

170 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller
171 delivers a written notice of termination to Buyer prior to Seller's actual receipt of a copy of Buyer's written loan commitment.

172 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
173 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies
174 of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then
175 have 10 days to give Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this
176 Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall
177 be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness
178 for Seller financing.

179 **ADDITIONAL PROVISIONS/CONTINGENCIES** This is a cash transaction.
180 _____

181 _____
182 _____
183 _____
184 _____
185 _____
186 _____
187 _____

188 **ADDENDA:** The attached _____ is/are made part of this Offer.

189 **TITLE EVIDENCE**

190 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or other
191 conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
192 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
193 restrictions and covenants, general taxes levied in the year of closing and _____

194 _____
195 _____ (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title
196 for purposes of this transaction. Seller further agrees to complete and execute the documents necessary to record the conveyance.

268 PROPERTY ADDRESS: 4624 73rd Place; Tax Key No. 02-122-02-455-004

269 OPTIONAL PROVISIONS: THE PARAGRAPHS AT LINES 271 - 314 WHICH ARE PRECEDED BY A BOX ARE A PART OF THIS OFFER IF
270 MARKED, SUCH AS WITH AN "X". THEY ARE NOT PART OF THIS OFFER IF MARKED N/A OR ARE LEFT BLANK.

271 PROPOSED USE CONTINGENCY: Buyer is purchasing the property for the purpose of: Attaching to adjoining property;
272 Tax Key No. 02-122-02-455-005

273 Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense from a qualified soils expert that the Property is free of any subsoil
274 condition which would make the proposed development impossible or significantly increase the costs of such development.

275 Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense from a certified soils tester or other qualified expert that indicates that
276 the Property's soils at locations selected by Buyer and all other conditions which must be approved to obtain a permit for an acceptable private
277 septic system for: _____ [insert proposed use of Property; e.g., three

278 bedroom single family home] meet applicable codes in effect as of the date of this offer. An acceptable system includes all systems approved
279 for use by the State for the type of property identified at line 277. An acceptable system does not include a holding tank, privy, composting
280 toilet or chemical toilet or other systems (e.g. mound system) excluded in additional provisions or an addendum per lines 179 - 188.

281 Copies at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense of all public and private easements, covenants and restrictions affecting the
282 Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase
283 the costs of the proposed use or development identified at lines 271 to 272.

284 Permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance
285 of such permits, approvals and licenses at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense for the following items related to the proposed
286 development _____

287 Written evidence at (Buyer's)(Seller's) ~~STRIKE ONE~~ expense that the following utility connections are located as follows (e.g.,
288 on the Property, at the lot line across the street, etc.): electricity _____; gas _____; sewer
289 _____; water _____; telephone _____; other _____.

290 This proposed use contingency shall be deemed satisfied unless Buyer within _____ days of acceptance delivers
291 written notice to Seller specifying those items of this contingency which cannot be satisfied and written evidence substantiating why each
292 specific item included in Buyer's notice cannot be satisfied.

293 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ a map of the Property prepared
294 by a registered land surveyor, within 20 days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense. The map shall identify the legal
295 description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
296 if any, and: Buyer's contingency will be removed if no survey is completed.

297 _____ ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features
298 which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of the Property; identifying
299 dedicated and apparent streets, lot dimensions, total acreage or square footage, easements or rights-of-way. **CAUTION: Consider the cost**
300 **and the need for map features before selecting them.** The map shall show no significant encroachment(s) or any information materially
301 inconsistent with any prior representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within five days of the earlier
302 of: 1) Buyer's receipt of the map, or 2) the deadline for delivery of said map, delivers to Seller, and to listing broker if Property is listed, a copy
303 of the map and a written notice which identifies the significant encroachment or the information materially inconsistent with prior representations.

304 INSPECTION CONTINGENCY: This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), at
305 Buyer's expense, of the Property and _____

306 _____ which discloses no defects as defined below. This contingency shall be deemed satisfied
307 unless Buyer within _____ days of acceptance delivers to Seller, and to listing broker if Property is listed, a copy of the inspector's
308 written inspection report and a written notice listing the defects identified in the report to which Buyer objects. This Offer shall be null and
309 void upon timely delivery of the above notice and report. **CAUTION: A proposed amendment will not satisfy this notice requirement.**
310 Buyer shall order the inspection and be responsible for all costs of inspection, including any inspections required by lender or follow-up to
311 inspection. Note: This contingency only authorizes inspections, not testing, see lines 98 to 110. For the purposes of this contingency a defect
312 is defined as any condition of the Property which constitutes a significant threat to the health or safety of persons who occupy or use the
313 Property or gives evidence of any material use, storage or disposal of hazardous or toxic substances on the Property. Defects do not include
314 conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.
315 This Offer was drafted on 7/16/09 [date] by [licensee and firm]

316 (x) Philip R. Pofahl Philip R. Pofahl _____ 7-18-09
317 Buyer's Signature • Print Name Here: Philip R. Pofahl Social Security No. or FEIN • _____ Date • _____

318 (x) Barbara M. Pofahl _____ 7-18-09
319 Buyer's Signature • Print Name Here: Barbara M. Pofahl Social Security No. or FEIN • _____ Date • _____

320 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 8 of the above Offer. (See lines 242 - 267)
321 _____ Broker (By) _____

322 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND
323 THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH
324 HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

325 (x) Sharon K. Krewson _____ 39-6005481 7-18-09
326 Seller's Signature • Print Name Here: Sharon K. Krewson, Real Estate Agent for the City of Kenosha Social Security No. or FEIN • _____ Date • _____

327 (x) _____
328 Seller's Signature • Print Name Here: _____ Social Security No. or FEIN • _____ Date • _____

329 This Offer was presented to Seller by _____ on _____ at _____ a.m./p.m.

330 THIS OFFER IS REJECTED _____ THIS OFFER IS COUNTERED [See attached counter]
331 Seller Initials _____ Date _____ Seller Initials _____ Date _____

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 14

Approved by Council _____



Item # L.4.
City of Kenosha
Common Council Agenda
8/17/09

The Finance Committee reviewed the attached listing of disbursements for the period from 07/16/09 through 07/31/09 and have approved the disbursements as follows:

1. Checks numbered from 087145 through 087616 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>15,413,425.24</u>
c. All Other Disbursements	<u>5,144,994.43</u>
SUBTOTAL	<u>20,558,419.67</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	<u>1,475,942.83</u>
---	---------------------

TOTAL DISBURSEMENTS APPROVED 22,034,362.50

Eric Haugaard

Katherine Marks

Anthony Kennedy

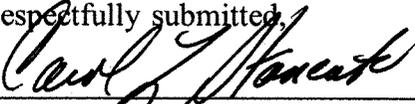
Daniel Prozanski Jr.

Tod Ohnstad

David Bogdala

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

Respectfully submitted,



Director of Finance

FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #14

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 08/07/09

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
87145	7/17	ABILITY GLASS & HOME IMP	206-02-52205-344-000	6/09 FD-LABOR/MATRL	8.17
87146	7/17	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	7/17/09 UNION DUES	2,025.28
87147	7/17	BINDELLI BROTHERS, INC	110-09-56501-259-000	6/09 4827 14 AV-BRD	160.00
87148	7/17	ACCUTEMP MECHANICAL INC	633-09-50101-241-000	REPAIR A/C CIVIC CT	1,565.00
87149	7/17	TEAMSTERS LOCAL UNION 43	110-00-21555-000-000	7/17/09 UNION DUES	1,272.68
			110-00-21592-000-000	7/17/09 INIT FEES	240.00
				..... CHECK TOTAL	1,512.68
87150	7/17	RNOW, INC.	630-09-50101-393-000	6/09-PARTS/MATERIALS	382.20
			630-09-50101-393-000	6/09-PARTS/MATERIALS	171.72
			630-09-50101-393-000	6/09-PARTS/MATERIALS	70.00
				..... CHECK TOTAL	623.92
87151	7/17	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/17/09 CITY HRLY	17,487.37
			110-00-21562-000-000	7/17/09 WATER HRLY	4,043.00
			110-00-21562-000-000	7/17/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,645.37
87152	7/17	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	6/09 PRISONER MAINT	4,069.00
87153	7/17	M A TRUCK PARTS	206-02-52205-344-000	6/09-FD MATERIALS &	613.53
			110-02-52203-344-000	6/09-FD MATERIALS/SU	596.97
			110-02-52203-361-000	6/09-FD MATERIALS &	89.95
				..... CHECK TOTAL	1,300.45
87154	7/17	NATIONAL COMMUNITY	259-06-51401-909-000	DUES 7/09-6/10	940.00
			110-01-51701-323-000	DUES 7/09-6/10	940.00
			110-01-51701-931-000	DUES 7/09-6/10	940.00CR
				..... CHECK TOTAL	940.00
87155	7/17	SCHULTZ, JAMES M.	110-02-52601-261-000	4-6/09 MILEAGE	124.85
			110-02-52601-226-000	6/09 CELL PHONE	14.68
			110-02-52601-226-000	5/09 CELL PHONE	14.68
			110-02-52601-226-000	4/09 CELL PHONE	14.68
				..... CHECK TOTAL	168.89

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87156	7/17	SERVICEMASTER JANITOR. SRVC	761-09-50101-243-000	7/09 HOUSEKEEPING	285.00
87157	7/17	TRAFFIC & PARKING CONTROL CO	420-11-50906-589-000	6/09-CABINET	14,374.00
87158	7/17	KENOSHA WATER UTILITY	110-05-55109-223-000	#2 7/01/09 WTR/STRM	1,474.50
			110-03-53103-224-000	#5 7/01/09 WTR/STRM	1,253.72
			110-05-55109-224-000	#5 7/01/09 WTR/STRM	931.90
			520-09-50301-224-000	#2 7/01/09 WTR/STRM	928.36
			520-09-50301-223-000	#2 7/01/09 WTR/STRM	918.44
			110-02-52203-224-000	#2 7/01/09 WTR/STRM	585.75
			110-05-55102-224-000	#2 7/01/09 WTR/STRM	500.40
			110-03-53116-223-000	#5 7/01/09 WTR/STRM	498.28
			521-09-50101-224-000	#5 7/01/09 WTR/STRM	446.00
			110-01-51801-223-000	#4 7/01/09 WTR/STRM	338.46
			110-01-51801-224-000	#4 7/01/09 WTR/STRM	334.76
			110-01-51802-223-000	#5 7/01/09 WTR/STRM	290.70
			110-02-52203-223-000	#2 7/01/09 WTR/STRM	273.02
			110-03-53103-223-000	#5 7/01/09 WTR/STRM	197.88
			110-05-55109-224-000	#5 7/01/09 WTR/STRM	195.04
			521-09-50101-224-000	#2 7/01/09 WTR/STRM	150.98
			520-09-50301-224-000	#5 7/01/09 WTR/STRM	118.00
			110-02-52203-224-000	#5 7/01/09 WTR/STRM	92.00
			632-09-50101-224-000	#2 7/01/09 WTR/STRM	79.76
			110-03-53116-224-000	#5 7/01/09 WTR/STRM	72.00
			632-09-50101-224-000	#5 7/01/09 WTR/STRM	46.00
			110-05-55102-224-000	#5 7/01/09 WTR/STRM	46.00
			401-11-50612-581-000	#2 7/01/09 WTR/STRM	39.20
			110-05-55103-224-000	#2 7/01/09 WTR/STRM	31.24
			110-05-55109-223-000	#5 7/01/09 WTR/STRM	11.26
			110-03-53103-224-000	#5 7/01/09 WTR/STRM	5.04
			110-01-51802-224-000	#5 7/01/09 WTR/STRM	5.04
				..... CHECK TOTAL	9,863.73
87159	7/17	WE ENERGIES	520-09-50301-221-000	#27 04/29-06/29	6,676.78
			110-05-55102-221-000	#27 06/05-07/08	2,256.43
			520-09-50301-222-000	#27 04/29-06/29	1,101.74
			110-05-55109-221-000	#27 06/04-07/06	984.69
			110-05-55109-221-000	#27 06/05-07/07	921.91
			524-05-50101-221-000	#27 06/04-07/06	670.35
			110-03-53109-221-000	#27 06/07-07/07	633.34
			110-05-55102-221-000	#27 06/07-07/07	452.61
			110-03-53109-221-000	#27 06/04-07/06	396.40
			110-03-53109-221-000	#27 06/02-07/01	372.65
			110-03-53109-221-000	#27 06/05-07/08	290.97
			110-03-53109-221-000	#27 06/04-07/07	207.44
			110-05-55109-221-000	#27 06/07-07/07	169.17
			110-03-53109-221-000	#27 06/03-07/06	142.12
			110-05-55109-221-000	#27 06/03-07/05	138.10
			110-03-53103-221-000	#27 06/02-07/01	130.56

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#27 06/08-07/08	123.66
			110-02-52203-222-000	#27 05/27-06/26	74.83
			110-05-55109-221-000	#27 06/09-07/09	64.83
			110-05-55102-221-000	#27 06/04-07/06	62.75
			524-05-50101-222-000	#27 06/04-07/06	59.08
			110-03-53109-221-000	#27 06/03-07/05	50.82
			110-05-55109-221-000	#27 06/03-07/02	35.10
			110-03-53109-221-000	#27 06/05-07/07	22.69
			110-03-53109-221-000	#27 06/08-07/08	21.49
			110-05-55108-221-000	#27 06/08-07/08	18.26
			110-05-55109-222-000	#27 06/04-07/06	17.72
			110-05-55103-222-000	#27 06/02-07/01	10.93
			110-01-51802-222-000	#27 06/05-07/08	9.73
			110-05-55109-222-000	#27 06/03-07/05	8.96
			110-05-55108-221-000	#27 06/04-07/06	8.96
			110-05-55109-222-000	#27 06/08-07/08	8.40
			110-05-55109-222-000	#27 06/07-07/07	8.40
				..... CHECK TOTAL	16,151.87
87160	7/17	WE ENERGIES	401-11-50612-581-000	6/09 UTILITIES	24.67
87161	7/17	PEPSI AMERICAS, INC.	524-05-50101-397-000	6/09-GOLF SOFT DRINK	187.47
87162	7/17	REINDERS INC.	630-09-50101-393-000	6/09-PARTS/SERVICE	222.48
			630-09-50101-393-000	6/09-#2775 PARTS/SER	121.54
			630-09-50101-393-000	6/09-#2775 PARTS/SER	73.09
			630-09-50101-393-000	6/09-#2022 PARTS/SER	66.36
			630-09-50101-393-000	6/09-PARTS/SERVICE	25.09
				..... CHECK TOTAL	508.56
87163	7/17	KENOSHA WATER UTILITY	257-06-50463-259-000	#5000171 WTR/STMWTR	60.97
			401-11-50612-581-000	3/17-5/18 WTR/STRM	33.85
			110-01-51802-223-000	5-6/09 WATER/STRMWT	22.24
			110-01-51802-224-000	5-6/09 WATER/STRMWT	5.04
				..... CHECK TOTAL	122.10
87164	7/17	WIS FUEL & HEATING INC	520-09-50106-341-000	6/09-TD LUBRICANTS	3,133.44
			520-09-50106-341-000	6/09-TD LUBRICANTS	2,063.09
			520-09-50106-341-000	6/09-TD LUBRICANTS	928.00
			520-09-50106-341-000	6/09-TD LUBRICANTS	787.68
				..... CHECK TOTAL	6,912.21

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87165	7/17	C.J.W., INC.	524-05-50101-397-000	6/09-CONSUMABLE MERC	216.37
			524-05-50101-397-000	6/09-CONSUMABLE MER	139.70
				..... CHECK TOTAL	356.07
87166	7/17	BATTERIES PLUS COMMERCIAL	520-09-50201-347-000	6/09 TD-BATTERIES	6.50
87167	7/17	CHASE BANK KENOSHA	110-00-21513-000-000	7/17/09 HRLY DEDUCT	23,181.75
			110-00-21511-000-000	7/17/09 HRLY DEDUCT	13,426.60
			110-00-21612-000-000	7/17/09 HRLY DEDUCT	13,426.52
			110-00-21614-000-000	7/17/09 HRLY DEDUCT	3,778.35
			110-00-21514-000-000	7/17/09 HRLY DEDUCT	3,777.98
				..... CHECK TOTAL	57,591.20
87168	7/17	ACL LABS	110-02-52101-219-000	6/09 LAB FEES	41.60
87169	7/17	AT&T	110-01-51801-225-000	6/28-7/27 653-7213	611.40
			110-02-52108-225-000	7/04-8/03 656-1234	175.16
			110-01-51801-227-000	6/28--7/27 653-8297	92.51
			110-05-55111-225-000	6/28-7/27 942-3781	38.42
			521-09-50101-225-000	7/04-8/03 656-1586	27.65
			110-01-51801-225-000	7/01-7/31 605-9294	27.64
			206-02-52205-225-000	6/28-7/27 653-9156	27.62
			110-01-51801-225-000	6/28-7/27 942-8834	27.51
				..... CHECK TOTAL	1,027.91
87170	7/17	KENOSHA AREA BUSINESS	110-01-51301-219-000	ENG PLANT RETENTION	10,497.37
87171	7/17	OFFICEMAX	110-03-53101-311-000	6/09 PW #1182 OFFICE	298.74
			110-02-52201-311-000	6/09 FD #1189 OFFICE	185.41
			110-01-51701-311-000	6/09 CD #1184 OFFICE	125.30
			110-02-52103-311-000	6/09 PD #1185 OFFICE	77.92
			110-05-55109-382-000	7/09 PA #1190 OFFICE	70.60
			110-05-55101-311-000	6/09 PA #1183 OFFICE	20.96
			110-05-55109-311-000	7/09 PA #1190 OFFICE	18.00
			110-05-55101-311-000	6/09 PA #1183 OFFICE	15.84
			501-09-50101-311-000	6/09 PW #1182 OFFICE	14.22
			110-02-52201-311-000	6/09 FD #1188 OFFICE	12.90
			110-02-52201-311-000	6/09 FD #1186 OFFICE	9.50
			110-05-55101-311-000	6/09 PA #1183 OFFICE	1.44
				..... CHECK TOTAL	850.83

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87172	7/17	SWARTZ NURSERIES	110-03-53103-353-000	TAUNTON YEW, 24",	1,512.00
			110-03-53103-353-000	BLACK HILLS SPRUCE	1,431.00
			110-03-53103-353-000	TECHNY ARBORVITAE,	1,008.00
			110-03-53103-353-000	COMPACT BURNING BUSH	323.00
			110-03-53103-353-000	WEED BARRIER	179.00
			110-03-53103-353-000	KNOCKOUT ROSE, #3	144.00
			110-05-55109-353-000	6/09-PLANT MATERIALS	96.00
				..... CHECK TOTAL	4,693.00
87173	7/17	PAT'S SERVICES, INC.	110-05-55108-282-000	5/25-6/21-SO PIER PO	196.00
			524-05-50101-282-000	5/25-6/21-GOLF CRS	98.00
			110-05-55108-282-000	5/25-6/21-SOUTHPORT	98.00
			110-05-55108-282-000	5/25-6/21-ALFORD POR	98.00
				..... CHECK TOTAL	490.00
87174	7/17	SHERRY'S CUSTOM T'S	222-09-50101-295-000	PARADE SHIRTS	494.50
87175	7/17	RC ELECTRONICS	222-09-50101-295-000	PARADE RADIO RENTAL	420.00
87176	7/17	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	7/17/09 D.FAFFORD	30.00
87177	7/17	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000	6/09-ST TOOLS/SUPPLI	72.00
			631-09-50101-361-000	6/09-EN TOOLS/SUPPLI	52.98
				..... CHECK TOTAL	124.98
87178	7/17	AMERICAN SOCIETY FOR QUALITY	206-02-52205-323-000	JAEMS POLTROCK	129.00
87179	7/17	SCHLBLE & HEMMER, S.C.	110-00-21581-000-000	7/17/09 B.GARRETT	122.17
87180	7/17	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	7/17/09 JURKIEWICZ	142.05
87181	7/17	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	6/09 PARTS/MATERIALS	100.00
87182	7/17	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	7/17/09 T. BOYD	132.69
87183	7/17	CITRIX SYSTEMS INC.	110-01-51102-233-000	RENEWAL - XEN SERVER	1,613.16
			110-00-15202-000-000	RENEWL - XEN SERVER	806.58
				..... CHECK TOTAL	2,419.74
87184	7/17	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	6/09-SUPPLIES	128.32
			110-01-51306-312-000	6/09-SERVICES/SUPPLI	26.23
				..... CHECK TOTAL	154.55

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87185	7/17	RACINE BAND BOOSTERS	222-09-50101-295-000	JULY 4TH PARADE	500.00
87186	7/17	ROBERTS, JEFF	761-09-50101-263-000	WAPC 09 SPRING CONF	124.40
87187	7/17	PAUL CONWAY SHIELDS	110-02-52206-367-000	6/09-BOOTS/TURNOUT G	305.00
87188	7/17	US CELLULAR	501-09-50103-226-000	2-6/09 262-945-2743	240.00
87189	7/17	REMY BATTERY CO., INC.	630-09-50101-393-000	6/09-BATTERIES	934.99
87190	7/17	CDW-G	110-01-51102-539-000	7/09 USB DISK DRIVES	355.18
87191	7/17	SOUTHERN WISCONSIN APPRAISAL	409-11-50906-589-000	11121 38 ST APPSL	1,500.00
87192	7/17	NYBERG TROPHIES & AWARDS	222-09-50101-295-000	PARADE AWARD RIBBONS	65.59
87193	7/17	GATEWAY MORTGAGE	110-00-21106-000-000	2008 TAX 1108 60TH	67.77
87194	7/17	O'CONNOR, DUMEZ,	110-09-56306-212-000	7/18/07 K MIKOLAS	231.00
87195	7/17	J & M RECOVERY & TOWING	110-02-52103-219-000	7/09 09-099827 TOW	170.00
87196	7/17	MENARDS (KENOSHA)	110-02-52203-344-000	6/09-FD#1 MERCHANDIS	79.99
			110-02-52203-382-000	6/09-FD#7 MERCHANDIS	39.36
			110-02-52203-353-000	6/09-FD#7 MERCHANDIS	36.58
			110-02-52203-382-000	6/09-FD#1 MERCHANDIS	29.98
			110-02-52203-353-000	6/09-FD#3 MERCHANDIS	21.84
			521-09-50101-375-000	6/09-AR MERCHANDISE	19.40
			521-09-50101-382-000	6/09-AR MERCHANDISE	16.81
			206-02-52205-344-000	6/09-FD#4 MERCHANDIS	14.28
			521-09-50101-344-000	6/09-AR MERCHANDISE	2.10
				..... CHECK TOTAL	260.34
87197	7/17	SHERWIN INDUSTRIES	110-03-53103-367-000	CLASS 3 SAFETY VESTS	641.00
			110-03-53103-367-000	CLASS 3 SAFETY VESTS	474.60
			110-03-53103-367-000	UTILITY LOGO	311.10
			110-03-53103-367-000	CLASS 3 SAFETY VESTS	270.00
			110-03-53103-367-000	CLASS 3 SAFETY VESTS	118.65
			110-03-53103-367-000	CLASS 3 SAFETY VESTS	59.06
			110-03-53103-367-000	CLASS 3 SAFETY VESTS	47.46
				..... CHECK TOTAL	1,921.87

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87198	7/17	SUTPHEN CORPORATION	110-02-52203-344-000	6/09-PARTS/SERVICE	213.74
87199	7/17	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	6/09 PD-EXTINGUISHR	258.20
			110-02-52103-389-000	6/09 PD-EXTINGUISHR	73.60
			110-02-52103-389-000	6/09 PD-EXTINGUISHR	18.00
				..... CHECK TOTAL	349.80
87200	7/17	WIS SCTF	110-00-21581-000-000	7/17/09 HRLY DEDUCT	1,838.33
87201	7/17	CEDAR CREST	524-05-50101-397-000	6/09 CONCESSION SPL	82.64
87202	7/17	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	7/17/09 J.PETRILLO	139.82
87203	7/17	NEXTEL COMMUNICATIONS	110-02-52109-226-000	7/09 PHONE SERVICE	309.28
87204	7/17	LENNYS POOL SERVICE	110-05-55111-359-000	D.E. POWDER	841.14
87205	7/17	CINTAS CORP	632-09-50101-259-000	5/09 SE-UNIFORM/GLOV	425.57
			520-09-50201-367-000	5/09 TD-UNIFORM/GLV	304.66
			110-02-52203-259-000	5/09 FD-UNIFORM/GLOV	88.04
				..... CHECK TOTAL	818.27
87206	7/17	NICOLET NATURAL SE	761-09-50101-389-000	7/09 WATER COOLER	7.95
87207	7/17	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	RNWL RYAN/SANTELLI	150.00
87208	7/17	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	6/09 103 TRAPPED	4,120.00
			110-04-54102-254-000	7/09 ANIMAL CONTROL	3,500.00
			110-04-54102-254-000	6/09 70 CAPTURE (7)	3,150.00
			110-04-54102-254-000	6/09 47 PICK UP	1,410.00
			110-04-54102-254-000	6/09 53 CAPTURE (10)	1,192.50
			110-04-54102-254-000	6/09 (25) CAPTURE	1,125.00
			110-04-54102-254-000	6/09 CAPTURE (8)	1,100.00
			110-04-54102-254-000	6/09 21 EMERGENCY	840.00
			110-04-54102-254-000	6/09 1 DEAD	20.00
				..... CHECK TOTAL	16,457.50
87209	7/17	PROCESSWORKS INC.	110-00-21578-000-000	7/14/09 CHECK REG	4,016.13
87210	7/17	STEINER ELECTRIC	110-03-53109-374-000	LIGHT FIXTURE	1,983.40
			110-03-53109-374-000	TENON ARM	236.32
				..... CHECK TOTAL	2,219.72

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87211	7/17	AIRGAS NORTH CENTRAL	520-09-50201-317-000	5/09 TD-INDSTRL GAS	45.01
			206-02-52205-389-000	5/09 FD-OXYGEN CYLN	18.00
				..... CHECK TOTAL	63.01
87212	7/17	RED THE UNIFORM TAILOR	110-02-52103-367-000	6/09 POLICE UNIFORMS	273.80
			110-02-52103-367-000	6/09 POLICE UNIFORMS	129.90
			110-02-52103-367-000	6\5/09 POLICE UNIFM	125.40
			110-02-52103-367-000	6/09 POLICE UNIFORMS	68.00
			110-02-52103-367-000	6/09 POLICE UNIFORMS	59.95
			110-02-52103-367-000	6/09 POLICE UNIFORMS	59.95
			110-02-52103-367-000	6/09 POLICE UNIFORMS	38.95
				..... CHECK TOTAL	755.95
87213	7/17	STATE DISBURSEMENT	110-00-21581-000-000	7/17/09 S.WELLS	27.71
87214	7/17	FIRST SUPPLY	110-05-55109-249-000	6/09 POERIO-SUPPLIES	170.56
			110-05-55109-249-000	7/09 PETSKE-SUPPLIES	85.82
				..... CHECK TOTAL	256.38
87215	7/17	DALE NEHLS & ASSOCIATES	110-05-55109-219-000	6/09 GRAFFITI REMVL	475.00
87216	7/17	SCHEIDT, KARL MD	110-09-56306-161-000	3/30/09 D WILFINGER	144.50
87217	7/17	SOUTHPORT REHAB ASSOC, INC	110-09-56306-161-000	3/30/09 D WILFINGER	697.00
87218	7/17	AURORA MEDICAL GROUP	110-01-51303-216-000	6/09 SCREENS	561.00
			520-09-50101-216-000	6/09 SCREENS	405.00
				..... CHECK TOTAL	966.00
87219	7/17	IOD INCORPORATED	520-09-50101-161-000	5/18/09 D BEALL	8.72
			110-09-56306-161-000	6/3/09 T SOSBE	8.72
				..... CHECK TOTAL	17.44
87220	7/17	SOUTHEAST WI ANESTHESIOLOGY	110-09-56306-161-000	3/17/09 D WIENKE	819.00
87221	7/17	MICELI, GIUSEPPE DPM	110-09-56306-161-000	3/30/09 D WILFINGER	47.70
87222	7/17	AURORA HEALTH CARE	206-02-52205-318-000	6/09 DRUG PURCHASES	24.30
87223	7/17	LGIP MUSEUM	110-00-21805-000-000	7/13/09 WIRE TRANS	148,900.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87224	7/17	MAIN STREAM PROPERTIES LLC	110-00-21106-000-000	2008 TAX 514 WASH	14.56
87225	7/17	BOATHOUSE PUB & EATERY, INC	222-09-50101-295-000	POST-PARADE LUNCH	238.51
87226	7/17	EVENT TOYZ	110-00-44401-000-000	PEDDLER LICENSE	55.00
			110-00-44401-000-000	PEDDLER LICENSE	30.00
				..... CHECK TOTAL	85.00
87227	7/17	YOO, KANG	110-00-44716-000-000	SECONDHAND JEWELRY	5.00
			110-00-44715-000-000	SECONDHAND ARTICLE	2.50
				..... CHECK TOTAL	7.50
87228	7/17	POTTS, ROBERT J	110-00-44709-000-000	BARTEND LICENSE	50.00
87229	7/17	KOPP, LYNETTE	110-00-46394-000-000	APPLIANCE STICKER	15.00
87230	7/17	KLEES, JANE	110-00-46394-000-000	APPLIANCE STICKER	15.00
87231	7/17	LENZINI, RICHARD	110-00-46394-000-000	APPLIANCE STICKER	30.00
87232	7/17	ROGERS, DEBRA	110-00-21905-000-000	7/5/09 BEACH HOUSE	100.00
87233	7/17	GOMEZ, DAVID	110-00-21109-000-000	COURT PMT-#V050137	1.20
87234	7/17	LIBERTY FOOD, LLC	110-00-44202-000-000	CLASS A BEER LICENSE	175.00
87235	7/17	HJ FAUST, INC	110-00-44704-000-000	SIGN CONTRACTOR	60.00
87236	7/17	QUIROZ, SARA S	110-00-44709-000-000	BARTENDER LICENSE	50.00
87237	7/17	ONE STOP GROCERY	110-00-44202-000-000	CLASS A BEER LICENSE	150.00
87238	7/17	H & J GASMART, LLC	110-00-44202-000-000	CLASS A BEER LICENSE	150.00
87239	7/17	MOYER, MADELINE	110-00-21106-000-000	2008 RE TAX OVERS	7.39
87240	7/17	SAIYED, JAFAR & AFZAL	110-00-21106-000-000	2008 RE TAX OVERS	2.63
87241	7/17	CALDWELL, WALDO & MARY	110-00-21106-000-000	2008 RE TAX OVERS	17.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87242	7/17	KRUG, DAVID & KIRSTEN	110-00-21106-000-000	2008 RE TAX OVERS	53.96
87243	7/17	LEMENS, MICHAEL	631-09-50101-261-000	2-6/09 MILEAGE	190.30
87244	7/17	HANEY, PENNEY	110-03-53101-261-000	3/11-7/14 MILEAGE	50.49
87245	7/17	MAY, DAVID	110-02-52102-367-000	2009 CLOTHING ALLOW	400.00
87246	7/17	BLISE, PAULA	110-02-52601-261-000	6/09 MILEAGE	507.65
87247	7/17	RYAN, JEREMY	110-09-56306-161-000	7/20/09 IME MILEAGE	31.75
87248	7/22	ABILITY GLASS & HOME IMP	206-02-52205-344-000	6/09 FD #4 LABOR & M	8.17
87249	7/22	BLONER, JOHN JR	761-09-50101-264-000	VARIOUS COSTS/SUPPL	79.52
87250	7/22	HOTSY CLEANING SYSTEMS INC	520-09-50201-235-000	REPAIR PARTS WASHER	1,065.09
87251	7/22	RNOW, INC.	630-09-50101-393-000	6/09 PARTS/MATERIALS	149.96
87252	7/22	CHESTER ELECTRONICS SUPPLY	110-02-52203-344-000	6/09 FD #4 PARTS & M	104.49
87253	7/22	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2009 3RD PYMNT	111,110.12
87254	7/22	BUMPER TO BUMPER	630-09-50101-393-000	6/09-CE PARTS/MATERI	1,476.10
			520-09-50201-317-000	6/09-TD PARTS/MATERI	462.13
			632-09-50101-264-000	6/09-SE PARTS/MATERI	138.00
			632-09-50101-389-000	6/09-SE PARTS/MATERI	99.73
			110-03-53103-344-000	6/09-ST PARTS/MATERI	94.89
			520-09-50201-347-000	6/09-TD PARTS/MATERI	94.62
			110-05-55109-341-000	6/09-PA PARTS/MATERI	20.88
			521-09-50101-385-000	6/09-AR PARTS/MATERI	9.86
				..... CHECK TOTAL	2,396.21
87255	7/22	HWY C SERVICE	501-09-50105-235-000	7/09-ST SERVICE/PART	201.39
			630-09-50101-393-000	7/09-SE SERVICE/PART	180.60
			630-09-50101-393-000	7/09-SE SERVICE/PART	136.48
			630-09-50101-393-000	6/09-SE SERVICE/PART	54.60
			110-03-53103-389-000	7/09-ST SERVICE/PART	9.92
			 CHECK TOTAL	582.99

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87256	7/22	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	7/09 ST-ELECTRICAL S	108.14
			110-03-53109-375-000	7/09 ST-ELECTRICAL S	50.65
			520-09-50202-246-000	6/09 TD-ELECTRICAL S	49.47
			110-03-53109-375-000	7/09 ST-ELECTRICAL S	4.72
				..... CHECK TOTAL	212.98
87257	7/22	JANTZ AUTO SALES INC	630-09-50101-393-000	5/09-MERCHANDISE/PAR	325.00
			630-09-50101-393-000	7/09-MERCHANDISE/PAR	100.00
			110-02-52103-219-000	7/09-#09-102177 TOW	25.00
			110-02-52103-219-000	6/09-#09-094858 TOW	25.00
			110-02-52103-219-000	7/09-#09-098715 TOW	15.00
				..... CHECK TOTAL	490.00
87258	7/22	CARDINAL HEALTH	206-02-52205-318-000	6/09 MEDICAL SUPPLIE	290.29
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	262.08
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	232.41
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	48.89
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	48.89
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	29.55
				..... CHECK TOTAL	912.11
87259	7/22	KRANZ, INC.	630-09-50101-393-000	6/09-SE PRODUCTS	510.56
			630-09-50101-393-000	7/09-SE PRODUCTS	75.69
				..... CHECK TOTAL	586.25
87260	7/22	LAKESIDE STEEL & MFG. CO.	520-09-50201-347-000	6/09 TD LABOR & MATE	25.00
87261	7/22	KENOSHA CITY/COUNTY	110-02-52103-341-000	6/09 PATROL FLT GAS	18,320.71
			110-02-52103-345-000	6/09 PTRL FLT MAINT	7,556.20
			110-02-52102-341-000	6/09 DTCTV FLT FUEL	2,497.15
			110-02-52109-341-000	6/09 SCU FLEET FUEL	902.34
			110-02-52109-345-000	6/09 SCU FLT MAINT.	440.33
			110-02-52101-341-000	6/09 ADMIN FLT FUEL	301.45
			110-02-52101-345-000	6/09 ADMN FLT MAINT.	134.89
			110-02-52103-341-000	6/09 MTRCYCLE FUEL	88.93
			110-02-52102-345-000	6/09 DTCV FLT MAINT	77.52
			 CHECK TOTAL	30,319.52
			87262	7/22	LABOR PAPER, THE

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87263	7/22	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	6/09 DRUGS	1,805.95
			110-02-52101-219-000	6/09 09-0816167 LAB	47.30
			110-02-52101-219-000	6/09 09-095759 LAB	47.30
				..... CHECK TOTAL	1,900.55
87264	7/22	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	6/09 #3045 VARIOUS P	566.57
87265	7/22	BADGER TRUCK CENTER	630-09-50101-393-000	6/09 #2357 PARTS & M	468.80
			630-09-50101-393-000	6/09 #2340 PARTS & M	468.80
			630-09-50101-393-000	6/09 #1992 PARTS & M	71.00
			630-09-50101-393-000	6/09 #2716 PARTS & M	62.02
			630-09-50101-393-000	6/09 #2340 PARTS & M	45.26
				..... CHECK TOTAL	1,115.88
87266	7/22	RAGAN, BRAD/WINGFOOT	520-09-50106-346-000	5/09-6/09-TD TIRE RE	1,099.39
87267	7/22	SHOPKO DEPT. STORE	632-09-50101-389-000	6/09 SE MERCHANDISE	47.92
			632-09-50101-389-000	6/09 SE MERCHANDISE	19.79
				..... CHECK TOTAL	67.71
87268	7/22	KENOSHA WATER UTILITY	521-09-50101-223-000	4-5/09 STORMWATER	20,600.56
			110-05-55109-223-000	4-5/09 STORMWATER	4,019.32
			110-03-53103-223-000	4-5/09 STORMWATER	2,394.96
			205-03-53119-223-000	4-5/09 STORMWATER	1,014.26
			463-11-50601-589-000	4-5/09 STORMWATER	66.60
			520-09-50301-223-000	4-5/09 STORMWATER	4.28
				..... CHECK TOTAL	28,099.98
87269	7/22	WELDCRAFT, INC.	630-09-50101-393-000	5/09-CE WELDING SERV	83.33
			110-05-55109-344-000	5/09-PA WELDING SERV	64.00
				..... CHECK TOTAL	147.33
87270	7/22	PAYNE & DOLAN INC.	110-03-53103-355-000	6/09 ASPHALT MATERL	1,912.54
			110-03-53103-355-000	5/09 ASPHALT MATERL	1,280.57
			110-03-53103-355-000	5/09 ASPHALT MATERL	914.11
			110-03-53103-355-000	6/09 ASPHALT MATRLS	806.33
			110-03-53103-355-000	5/09 ASPHALT MATERL	419.34
				..... CHECK TOTAL	5,332.89
87271	7/22	REINDERS INC.	630-09-50101-393-000	6/09-SE#2210 PARTS/S	127.80
			630-09-50101-393-000	6/09-SE#2221 PARTS/S	77.39
			524-05-50101-389-000	6/09-GO PARTS/SERVIC	51.56
			630-09-50101-393-000	6/09-SE PARTS/SERVIC	36.58
			 CHECK TOTAL	293.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87272	7/22	WIS FUEL & HEATING INC	630-09-50101-391-000	6/09 UNLEADED GASOLI	19,302.09
			630-09-50101-392-000	6/09 DIESEL FUEL	16,448.72
			630-09-50101-393-000	6/09 CE LUBRICANTS	6,273.73
			630-09-50101-393-000	6/09 CE LUBRICANTS	6,008.71
			630-09-50101-393-000	6/09 CE LUBRICANTS	672.00
				..... CHECK TOTAL	48,705.25
87273	7/22	WIS TURF EQUIPMENT CO.	630-09-50101-393-000	6/09-SE#2280 PARTS/S	50.10
87274	7/22	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	6/09 REPAIR FUEL PUM	220.00
			630-09-50101-235-000	6/09 REPAIR FUEL PUM	156.25
				..... CHECK TOTAL	376.25
87275	7/22	BROOKS TRACTOR, INC.	630-09-50101-393-000	7/09 PARTS & MATERIA	639.57
			630-09-50101-393-000	6/09 PARTS & MATERIA	273.10
			630-09-50101-393-000	6/09 PARTS & MATERIA	40.00CR
				..... CHECK TOTAL	872.67
87276	7/22	CURTIS INDUSTRIES, INC	630-09-50101-393-000	6/09 FASTENERS-VARIO	239.50
87277	7/22	DON'S AUTO PARTS	520-09-50201-347-000	7/09 TD #3515 PARTS	506.51
			520-09-50201-344-000	6/09 TD #1962	357.00
			520-09-50201-344-000	7/09 TD PARTS & MATE	153.00
			520-09-50401-347-000	6/09 TD PARTS & MATE	71.36
			630-09-50101-393-000	6/09 SE #2326 PARTS	34.68
				..... CHECK TOTAL	1,122.55
87278	7/22	AURORA EAP	611-09-50101-155-517	6/09 EAP SERVICE	3,223.26
87279	7/22	BATTERIES PLUS COMMERCIAL	630-09-50101-393-000	6/09 BATTERIES	97.00
87280	7/22	DME ACCESS INC.	520-09-50202-246-000	ELEVATOR SERV AGRMT	1,464.00
87281	7/22	SEFAC, INC.	520-09-50202-246-000	ANNUAL INSPECTION	1,250.00
			520-09-50201-235-000	AUTOMATIC LUBE POT	259.20
				..... CHECK TOTAL	1,509.20
87282	7/22	WIS DEPT OF JUSTICE	110-01-51303-219-000	6/09 SERVICES	75.00
87283	7/22	STORAGE SYSTEMS MIDWEST INC	421-11-50701-583-000	WALL PANELS	3,502.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87284	7/22	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	6/09 PA TOOLS AND SU	214.07
			631-09-50101-361-000	6/09 EN TOOLS AND SU	13.00
			501-09-50105-344-000	6/09 ST TOOLS AND SU	11.40
				..... CHECK TOTAL	238.47
87285	7/22	FRANCIS AUTO & MARINE	520-09-50201-344-000	REPAIR PASS SEATS	375.00
87286	7/22	XEROX CORPORATION	110-02-52201-232-000	5/22-6/30/09-MAINTEN	94.38
87287	7/22	HOLLAND SUPPLY, INC.	630-09-50101-393-000	6/09-CE HYDRAULIC FI	283.50
			520-09-50201-347-000	6/09-TD HYDRAULIC FI	138.00
			630-09-50101-393-000	6/09-CE HYDRAULIC FI	117.20
			110-03-53103-389-000	7/09-ST HYDRAULIC FI	77.34
			520-09-50201-347-000	7/09-TD HYDRAULIC FI	57.98
			630-09-50101-393-000	7/09-CE HYDRAULIC FI	55.21
			110-05-55109-246-000	6/09-PA HYDRAULIC FI	52.98
			110-02-52203-344-000	7/09-FD HYDRAULIC FI	46.33
			630-09-50101-393-000	6/09-CE HYDRAULIC FI	35.82
			501-09-50105-344-000	7/09-ST HYDRAULIC FI	27.73
			630-09-50101-393-000	6/09-CE HYDRAULIC FI	10.74
				..... CHECK TOTAL	902.83
			87288	7/22	TOP CHOICE RENTALS/TENTS	222-09-50101-295-000	CIVIC VETERANS PARAD	364.20
87289	7/22	5 ALARM FIRE & SAFETY EQUIP.	110-02-52206-366-000	UNIFIRE SMOKE FLUID	626.01
			110-02-52203-235-000	6/09 PARTS & MAINTEN	212.50
			110-02-52203-235-000	6/09 PARTS & MAINTEN	131.82
			110-02-52206-366-000	UNIFIRE SMOKE FLUID	73.18
	..... CHECK TOTAL	1,043.51			
87290	7/22	LEE PLUMBING, INC.	110-01-51801-249-000	FOUNTAIN REPAIRS	2,559.55
			110-02-52203-241-000	6/09-FD#4 HVAC, PLUM	92.00
				..... CHECK TOTAL	2,651.55
87291	7/22	LAKESIDE INTERNATIONAL TRUCK	520-09-50201-347-000	6/09-BUS PARTS/MATER	1,175.69
			630-09-50101-393-000	6/06-CE PARTS-MATERI	1,087.16
			206-02-52205-344-000	6/09-FD PARTS/MATERI	377.01CR
			 CHECK TOTAL	1,885.84
87292	7/22	HILLSIDE TRUE VALUE	501-09-50105-344-000	POTATO HOOKS	137.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT	
87293	7/22	US CELLULAR	110-03-53103-226-000	7/09 ST-CELL AIRTIME	256.41	
			110-02-52601-226-000	7/09 DH-CELL AIRTIME	147.62	
			110-02-52101-226-000	7/09 PD-CELL AIRTIME	84.27	
			110-02-52601-226-000	7/09 DH-CELL SERVICE	80.00	
			110-02-52109-226-000	7/09 PD-CELL AIRTIME	42.84	
			110-03-53103-226-000	7/09 ST-CELL SERVICE	40.00	
			110-02-52109-226-000	7/09 PD-CELL SERVICE	40.00	
			110-02-52103-226-000	7/09 PD-CELL SERVICE	40.00	
			110-02-52101-226-000	7/09 PD-CELL SERVICE	40.00	
			110-02-52103-226-000	7/09 PD-CELL AIRTIME	36.99	
			110-02-52102-226-000	7/09 PD-CELL SERVICE	32.00	
			110-02-52102-226-000	7/09 PD-CELL AIRTIME	27.84	
			110-02-52108-226-000	7/09 PD-CELL AIRTIME	15.69	
			205-03-53119-226-000	7/09 ST-CELL AIRTIME	10.62	
			205-03-53119-226-000	7/09 ST-CELL AIRTIME	8.00	
			110-02-52108-226-000	7/09 PD-CELL SERVICE	8.00	
				 CHECK TOTAL	910.28
			87294	7/22	CUMMINS NPOWER, LLC	520-09-50201-347-000
630-09-50101-393-000	6/09 SE-PARTS/SERV	107.28				
630-09-50101-393-000	6/09 SE #2283 PARTS/	91.35				
520-09-50201-347-000	6/09 TD-PARTS/SERV	3.33				
	..... CHECK TOTAL	567.22			
87295	7/22	WASTE MANAGEMENT OF WI	110-03-53117-253-416	6/09 1357.78 TONS	35,391.61	
			501-09-50104-253-000	6/09 231.50 TONNAGE	6,036.13	
			110-03-53117-253-416	6/09 206.41 TONS	5,189.15	
			110-03-53117-253-417	6/09 27 CMPCT PULLS	4,452.52	
				..... CHECK TOTAL	51,069.41
87296	7/22	KAR PRODUCTS	520-09-50201-347-000	6/09-SHOP SUPPLIES	219.61	
87297	7/22	JENSEN TOWING	110-02-52103-219-000	6/09-#09-090039 TOW	45.00	
			110-02-52103-219-000	6/09-#09-095082 TOW	45.00	
			110-02-52103-219-000	7/09-#09-103780 TOW	25.00	
			110-02-52103-219-000	6/09-#09-091173 TOW	25.00	
			110-02-52103-219-000	6/09-DECOM#2685 TOW	15.00	
				..... CHECK TOTAL	155.00
87298	7/22	ELECTRICAL CONTRACTORS, INC	110-05-55109-248-000	5/09-DIAMOND LIGHTIN	340.20	
			110-05-55109-248-000	6/09-DIAMOND LIGHTIN	226.80	
			 CHECK TOTAL	567.00	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87299	7/22	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	6/09-SE PARTS/LABOR	224.99
			630-09-50101-393-000	6/09-SE PARTS/LABOR	96.65
			630-09-50101-393-000	6/09-SE PARTS/LABOR	41.21
				..... CHECK TOTAL	362.85
87300	7/22	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000	INVOICE 55482	758.64
87301	7/22	LAKESIDE CLEANERS	110-02-52203-259-000	6/09 LAUNDRY SERVICE	1,251.10
87302	7/22	MANN BROS. SAND & GRAVEL	403-11-50902-585-000	EST 1-CURB/GTR PROG	18,538.75
			401-11-50904-586-000	EST 1-SIDEWALK PROGR	3,678.53
				..... CHECK TOTAL	22,217.28
87303	7/22	O'CONNOR, DUMEZ,	110-09-56402-219-000	BERGER 3/06/07 LEGAL	2,772.00
			110-09-56402-219-000	JANKOVICH 12/27/06	1,144.00
			110-09-56402-219-000	BADUA 1/07/08 LEGAL	253.00
			110-09-56402-219-000	GUADARRAMA 4/17/09	132.00
			110-09-56402-219-000	BADURA 1/07/08 LEGAL	71.32
				..... CHECK TOTAL	4,372.32
87304	7/22	J & M RECOVERY & TOWING	110-02-52103-219-000	5/09-#09-063779 TOW	25.00
87305	7/22	MENARDS (KENOSHA)	110-03-53103-389-000	6/09 ST-MERCHANDISE	297.19
			110-02-52201-382-000	6/09 FD-STN2 MERCHD	150.56
			110-02-52203-382-000	6/09 FD-STN4 MERCHD	138.20
			110-02-52203-382-000	6/09 FD-STN5 MERCHD	53.24
			520-09-50401-347-000	5/09 TD-MERCHANDISE	31.58
			520-09-50401-249-000	6/09 TD-MERCHANDISE	29.44
			520-09-50202-246-000	6/09 TD-MERCHANDISE	27.82
			110-02-52203-382-000	6/09 FD-STN7 MERCHD	25.63
			521-09-50101-382-000	6/09 AR-MERCHANDISE	19.44
			110-03-53103-389-000	6/09 ST-MERCHANDISE	13.95
			521-09-50101-353-000	6/09 AR-MERCHANDISE	13.44
			110-02-52203-357-000	6/09 FD-STN7 MERCHD	9.57
			632-09-50101-389-000	6/09 SE-MERCHANDISE	3.99
				..... CHECK TOTAL	814.05
87306	7/22	MONTAGE ENTERPRISES	630-09-50101-393-000	SKID SHOE	74.38
87307	7/22	HALLMAN LINDSAY	524-05-50101-244-000	6/09-GO PAINT/PRODUC	245.53
			110-05-55109-344-000	7/09-PA PAINT/PRODUC	206.12
			110-05-55109-244-000	7/09-PA PAINT/PRODUC	164.34
			524-05-50101-244-000	6/090GO PAINT/PRODUC	153.90
			524-05-50101-244-000	6/09-GO PAINT/PRODUC	150.32
			524-05-50101-244-000	6/09-GO PAINT/PRODUC	143.16
			110-05-55109-244-000	7/09-PA PAINT/PRODUC	137.94
			110-05-55109-244-000	7/09-PA PAINT/PRODUC	91.96
			110-05-55109-244-000	6/09-PA PAINT/PRODUC	86.28
			110-05-55109-244-000	7/09-PA PAINT/PRODUC	82.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-244-000	7/09-PA PAINT/PRODUC	82.17
			524-05-50101-244-000	6/09-GO PAINT/PRODUC	80.24
			110-05-55109-244-000	6/09-PA PAINT/PRODUC	46.38
			110-05-55109-244-000	6/09-PA PAINT/PRODUC	38.38
			110-05-55109-244-000	6/08-PA PAINT/PRODU	31.66
			110-05-55109-244-000	6/09-PA PAINT/PRODUC	25.08
			524-05-50101-361-000	6/09-GO PAINT/PRODUC	16.91
			524-05-50101-244-000	6/09-GO PAINT/PRODUC	5.03
				..... CHECK TOTAL	1,787.57
87308	7/22	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	REBUILD BUS RADIATOR	2,380.00
			630-09-50101-393-000	6/09 RADIATOR REPAIR	236.00
				..... CHECK TOTAL	2,616.00
87309	7/22	TIME WARNER CABLE	110-01-51102-233-000	7/09-8/08 FD-BRDBND	74.95
			761-09-50101-225-000	7/09-8/08 KCM PHONE	55.45
				..... CHECK TOTAL	130.40
87310	7/22	CINTAS CORP	632-09-50101-259-000	6/09 UNIFORM/GLOVE R	439.35
			520-09-50201-367-000	6/09 TD UNIFORM/GLOV	313.91
			110-02-52203-259-000	6/09 FD UNIFORM/GLOV	93.04
				..... CHECK TOTAL	846.30
87311	7/22	PARCEL & BUSINESS SOLUTIONS	520-09-50106-311-000	6/09 UPS SERVICES	35.84
			110-01-51306-312-000	6/09 UPS SERVICES	28.75
				..... CHECK TOTAL	64.59
87312	7/22	COSTIGAN SOUND	222-09-50101-295-000	CIVIC VETS PARADE	950.00
87313	7/22	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	SECURITY SERVICES	1,299.60
			110-01-51801-246-000	6/09 SECURITY CHECKS	56.00
				..... CHECK TOTAL	1,355.60
87314	7/22	BUSCHE, JUDY L.L.C.	110-01-50301-219-000	6/09 LE SERVICES OF	275.00
87315	7/22	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	G SANTELLI RENEWAL	75.00
87316	7/22	GILLIG CORPORATION	520-09-50201-347-000	7/09-BUS PARTS	845.74
			520-09-50201-347-000	7/09-BUS PARTS	733.38
			520-09-50201-347-000	7/09-BUS PARTS	254.89
			520-09-50201-347-000	7/09-BUS PARTS	70.20
			 CHECK TOTAL	1,904.21

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87317	7/22	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	6/09 FD EXTERMINATIN	161.00
			521-09-50101-246-000	6/09 AR EXTERMINATIN	70.00
			520-09-50202-246-000	6/09 TD EXTERMINATIN	55.00
			521-09-50101-246-000	6/09 AR EXTERMINATIN	50.00
			110-01-51801-246-000	6/09 MB EXTERMINATIN	32.00
			520-09-50401-246-000	6/09 TD EXTERMINATIN	24.00
			520-09-50202-246-000	6/09 TD EXTERMINATIN	24.00
			110-02-52110-246-000	6/09 PD EXTERMINATIN	23.00
				..... CHECK TOTAL	439.00
87318	7/22	WIS NATIONAL FIRE ACADEMY	110-02-52206-264-000	G. SINNEN 10/09	200.00
87319	7/22	STEINER ELECTRIC	110-03-53109-374-000	TENON BRACKET	828.76
87320	7/22	PIEPER ELECTRIC	520-09-50401-344-000	6/09 ANNUAL INSPECTI	85.00
87321	7/22	SWNIFRA, INC	110-02-52206-264-000	J. FROEBER CLASSES	130.00
87322	7/22	9909 BURLINGTON RD BUILDING	409-11-50906-589-000	38TH ST ROW PRJ ACQ	3,950.00
87323	7/22	COGAN, JAMES	110-00-46394-000-000	APPLIANCE STICKER	15.00
87324	7/22	HUNTOON, LORRAINE	110-00-46394-000-000	APPLIANCE STICKER	15.00
87325	7/22	POLTROCK, JAMES T.	206-02-52205-219-000	RECERTIFICATION FEE	30.00
87326	7/22	LATTERGRASS, PAULA	110-01-51301-263-000	7/17 LUNCH MTG	44.31
87327	7/22	HILLESLAND, RICHARD	110-02-52601-226-000	6/09 CELL PHONE	14.68
87328	7/22	DJUPLIN, WESLEY P	110-02-52206-383-000	BOOK PURCHASE	65.42
87329	7/24	BINDELLI BROTHERS, INC	110-09-56501-259-000	7/09 4924 SHER RD	122.12
87330	7/24	NEW FLYER	520-09-50201-347-000	6/09 BUS PARTS	283.38
87331	7/24	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	6/09=ST ELECTRICAL M	35.40
87332	7/24	BIO-AQUATIC SERVICES, LLC	110-05-55109-219-000	AQUATIC WEED CONTROL	3,290.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87333	7/24	WIS DEPT OF REVENUE	110-09-56507-259-999	6/09 SALES TAX	5,656.04
87334	7/24	KEN-CRETE PRODUCTS CO., INC.	420-11-50907-589-000	WASTE TRANS STATION	668.00
			420-11-50907-589-000	WASTE TRANS STATION	513.00
			420-11-50907-589-000	WASTE TRANS STATION	501.00
			420-11-50907-589-000	WASTE TRANS STATION	501.00
				..... CHECK TOTAL	2,183.00
87335	7/24	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/24/09 CITY HRLY	17,291.12
			110-00-21562-000-000	7/24/09 WATER HRLY	4,043.00
			110-00-21562-000-000	7/24/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,449.12
87336	7/24	LABOR PAPER, THE	110-01-50101-321-000	6/01/09 CC MINUTES	1,008.00
			110-01-50101-321-000	5/18/09 CC MINUTES	504.00
				..... CHECK TOTAL	1,512.00
87337	7/24	UNITED HOSPITAL SYSTEMS INC	110-09-56306-161-000	5/19/09 K FONK	596.24
			110-09-56306-161-000	11/7/08 S NORD	181.28
			110-02-52101-219-000	7/09 09-099827 LAB	47.30
			110-02-52101-219-000	6/09 09-096893 LAB	47.30
				..... CHECK TOTAL	872.12
87338	7/24	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	5/13-6/14 AMECHE	183.85
87339	7/24	M A TRUCK PARTS	630-09-50101-393-000	6/09-SE MATERIALS/SU	1,253.74
			520-09-50201-347-000	6/09-TD MATERIALS/SU	1,028.73
				..... CHECK TOTAL	2,282.47
87340	7/24	MODERN BUILDING MATERIALS	501-09-50105-355-000	6/09-MERCHANDISE	545.00
			501-09-50105-355-000	6/09-MERCHANDISE	272.50
				..... CHECK TOTAL	817.50
87341	7/24	WE ENERGIES	110-05-55109-221-000	#28 06/09-07/09	951.40
			110-02-52203-221-000	#28 06/09-07/09	935.66
			110-05-55102-221-000	#28 06/12-07/13	667.74
			110-03-53109-221-000	#28 06/11-07/13	463.51
			110-05-55109-221-000	#28 06/15-07/15	456.66
			110-05-55109-221-000	#28 06/14-07/14	440.93
			110-02-52203-221-000	#28 06/10-07/12	348.19
			110-03-53109-221-000	#28 06/14-07/14	311.87
			110-03-53103-221-000	#28 06/08-07/10	218.69
			110-03-53109-221-000	#28 06/12-07/15	218.13
			110-03-53109-221-000	#28 06/10-07/12	217.74
			110-03-53109-221-000	#28 06/12-07/13	191.37
			110-05-55102-221-000	#28 06/11-07/13	151.83
			110-03-53109-221-000	#28 06/15-07/15	140.31
			110-05-55109-221-000	#28 06/11-07/13	118.61
			110-03-53116-221-000	#28 06/15-07/15	106.73

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#28 06/09-07/09	92.70
			110-02-52203-222-000	#28 06/09-07/09	80.72
			110-05-55109-221-000	#28 06/10-07/10	57.86
			110-02-52203-222-000	#28 06/10-07/12	57.13
			110-05-55102-221-000	#28 06/09-07/09	49.12
			110-05-55109-221-000	#28 06/12-07/14	48.87
			110-05-55109-221-000	#28 06/16-07/16	44.30
			632-09-50101-221-000	#28 06/15-07/15	39.57
			110-05-55108-221-000	#28 06/09-07/09	21.92
			110-03-53109-221-000	#28 06/16-07/16	21.85
			110-03-53109-221-000	#28 06/08-07/09	20.30
			519-09-50106-221-000	#28 06/09-07/09	19.49
			110-05-55102-221-000	#28 06/10-07/10	17.55
			110-05-55109-222-000	#28 06/11-07/13	8.96
			110-05-55108-221-000	#28 06/04-07/06	8.28
			110-05-55109-221-000	#28 06/08-07/08	7.77
				..... CHECK TOTAL	6,535.76
87342	7/24	WE ENERGIES	401-11-50612-581-000	FINAL UTILITIES	12.17
87343	7/24	STATE OF WISCONSIN	110-00-21901-999-000	6/09 COURT COSTS	21,135.10
			110-00-45104-999-000	6/09 COURT COSTS	9,847.38
			110-00-21911-999-000	6/09 COURT COSTS	8,567.41
				..... CHECK TOTAL	39,549.89
87344	7/24	LEITCH PRINTING CORPORATION	501-09-50101-311-000	7/09 NO PARKING SIGN	677.39
			409-11-50801-581-000	7/09 NO PARKING SIGN	677.39
				..... CHECK TOTAL	1,354.78
87345	7/24	MURRAY & TRETTEL INC.	110-03-53107-219-000	CONSULTING SERVICES	1,175.00
87346	7/24	PAYNE & DOLAN INC.	110-03-53103-355-000	6/09 ASPHALT MATERIA	1,742.38
			110-03-53103-355-000	6/09 ASPHALT MATERIA	1,602.92
				..... CHECK TOTAL	3,345.30
87347	7/24	REINDERS INC.	630-09-50101-393-000	5/09-PARTS/SERVICE	362.36
87348	7/24	THELEN SAND & GRAVEL	110-05-55102-354-000	6/09-BASEBALL MIX	326.53
			110-05-55102-354-000	6/09-BASEBALL MIX	326.53
			110-05-55102-354-000	6/09-BASEBALL MIX	325.65
			 CHECK TOTAL	978.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87349	7/24	WETTENGEL CAMPAGNA	110-01-51102-539-000 110-01-51102-539-000	6/09-REPAIR #M1201 6/09-REPAIR #4299 CHECK TOTAL	285.50 98.50 384.00
87350	7/24	TOWN N COUNTRY LAUNDROMAT	110-02-52203-259-000	4/09-CLEAN TURN-OUT	54.00
87351	7/24	BROOKS TRACTOR, INC.	501-09-50105-282-000 501-09-50105-282-000	EXCAVATOR RENTAL EXCAVATOR RENTAL CHECK TOTAL	2,002.00 1,700.00 3,702.00
87352	7/24	FABCO EQUIPMENT, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	6/09 PARTS & MATERIA 6/09 PARTS & MATERIA 6/09 PARTS & MATERIA 6/09 PARTS & MATERIA CHECK TOTAL	211.08 142.11 68.36 52.51 474.06
87353	7/24	UNITED HEALTHCARE INSURANCE	611-09-50101-155-000	1-7/09 RUN-OU FEES	58,371.20
87354	7/24	LARK UNIFORM, INC.	110-02-52103-367-000	6/09-#458 UNIFORM IT	169.85
87355	7/24	FELD BODY SHOP ROLF INC.	520-09-50401-347-000	PAINT DOORS/STRTCAR	1,230.00
87356	7/24	BATTERIES PLUS COMMERCIAL	110-09-56402-311-000	6/09 FN BATTERIES &	34.99
87357	7/24	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	7/24/09 HRLY DEDUCT 7/24/09 HRLY DEDUCT 7/24/09 HRLY DEDUCT 7/24/09 HRLY DEDUCT 7/24/09 HRLY DEDUCT CHECK TOTAL	22,758.86 13,240.63 13,240.50 3,698.81 3,698.54 56,637.34
87358	7/24	ZILSKE LAW FIRM S C	520-09-50101-161-000 110-09-56306-212-000 110-09-56306-212-000 110-09-56306-212-000 110-09-56306-212-000 520-09-50101-161-000 110-09-56306-212-000 110-09-56306-212-000 110-09-56306-212-000 110-09-56306-212-000 110-09-56306-212-000 520-09-50101-161-000	3/15/08 S WELLS 4/26/06 T QUANE 3/1/04 J KISER 3/18/07 C LEIPZIG 9/19/07 P SPECHT 6/19/07 M SCHMIDT 1/22/06 J POLTROCK 2/23/05 J PACE 7/9/06 V MUTCHLER 3/12/08 J DEARTH CHECK TOTAL	1,086.00 511.50 322.50 200.00 170.00 135.00 134.00 120.00 45.00 42.00 2,766.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87359	7/24	FEDEX	110-01-51306-312-000	6/29/08 SHIPMENTS	108.58
87360	7/24	PAT'S SERVICES, INC.	110-02-52206-282-000	RENTAL 222-56TH	90.00
			205-03-53119-282-000	5/23-6/19 PORTABLE T	63.00
				..... CHECK TOTAL	153.00
87361	7/24	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	7/24/09 D.FAFFORD	30.00
87362	7/24	FIREFIGHTER'S DAUGHTERS	110-02-52204-383-000	MOOD CUPS.	1,535.95
			110-02-52204-383-000	MOOD PENCIL	1,238.73
			110-02-52204-383-000	MOOD PEN-STICK	899.32
				..... CHECK TOTAL	3,674.00
87363	7/24	AMAZING BUDABI BROTHERS	222-09-50101-259-909	PIKE RVR RENDEZOUS	750.00
87364	7/24	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	7/24/09 B.GARRETT	120.54
87365	7/24	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	6/09-PET FOOD/SUPPLI	88.33
87366	7/24	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	7/24/09 JURKIEWICZ	142.05
87367	7/24	NAPA AUTO PARTS CO.	630-09-50101-393-000	6/09-CE PARTS/FILTER	833.79
			110-02-52203-344-000	6/09-FD PARTS/FILTER	744.70
			520-09-50201-347-000	6/09-TD PARTS/FILTER	635.90
			206-02-52205-344-000	6/09-FD PARTS/FILTER	318.08
			110-02-52204-344-000	6/09-FD PARTS/FILTER	190.68
			501-09-50105-344-000	6/09-ST PARTS/FILTER	81.73
			110-03-53103-344-000	6/09-ST PARTS/FILTER	66.44
			110-03-53109-389-000	6/09-ST PARTS/FILTER	54.14
			521-09-50101-344-000	6/09-AR PARTS/FILTER	51.72
			110-01-51801-241-000	6/09-MB PARTS/FILTER	23.64
			110-02-52203-369-000	6/09-FD PARTS/FILTER	22.31
			520-09-50201-317-000	6/09-TD PARTS/FILTER	19.36
			110-03-53116-389-000	6/09-ST PARTS/FILTER	10.76
				..... CHECK TOTAL	3,053.25
87368	7/24	ACCURATE PRINTING CO., INC.	520-09-50106-311-000	6/09 TD-BUS PASSES	625.00
			110-01-52001-311-000	6/09 MC-LTHD/BND FM	274.80
			222-09-50101-295-000	6/09 PARADE LUNCH TK	40.00
			 CHECK TOTAL	939.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87369	7/24	OLSON TRAILER AND BODY	110-03-53103-344-000	REPAIR CYLNR #1992	156.80
87370	7/24	T-MOBILE	501-09-50103-226-000	6/08-7/07 T-MOBILE C	42.67
87371	7/24	CONCRETE SPECIALTIES CO.	403-11-50901-588-000	SEWER INLET	470.00
			403-11-50901-588-000	SEWER INLET	347.50
			403-11-50901-588-000	SEWER INLET	280.00
			403-11-50901-588-000	SEWER INLET	280.00
			403-11-50901-588-000	SEWER INLET	272.50
			403-11-50901-588-000	SEWER INLET	146.85
				..... CHECK TOTAL	1,796.85
87372	7/24	BUS & TRUCK OF CHICAGO INC.	520-09-50201-344-000	REPAIR BUS 2511/4003	993.75
87373	7/24	PITNEY BOWES	110-01-51306-311-000	7/09-SUPPLIES MAIL E	50.14
87374	7/24	STARFIRE SYSTEMS, INC.	501-09-50105-219-000	SPRINKLER MONITORING	360.00
			110-03-53103-219-000	SPRINKLER MONITORING	360.00
				..... CHECK TOTAL	720.00
87375	7/24	SERWE IMPLEMENT	630-09-50101-393-000	INPUT TUBE	808.87
			630-09-50101-393-000	COVER PLATE	523.22
			630-09-50101-393-000	CLAMP PLATE	323.64
			630-09-50101-393-000	NOZZLE RING	142.68
			630-09-50101-393-000	LATCH SCREW	128.48
			630-09-50101-393-000	TUBE FLANGE	70.35
			630-09-50101-393-000	GASKET VA4302-0076A	42.82
				..... CHECK TOTAL	2,040.06
87376	7/24	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	7/24/09 T.BOYD	133.57
87377	7/24	FOX VALLEY TRUCK & BODY INC	110-03-53107-344-000	REPAIR FRAME	1,686.00
87378	7/24	MCMULLEN & PITZ CONSTRUCTION	405-11-50905-589-000	EST 2-DREDGING	62,717.12
87379	7/24	TRIANGLE APPLIANCE	110-02-52203-246-000	RANGE REPAIR-STN#7	329.87
87380	7/24	TALLEY, ANDY	222-09-50101-259-909	PIKE RVR RENDEZOUS	200.00
87381	7/24	SOUTHPORT PLUMBING	258-06-50433-259-000	#5000215 WATER HTR	1,114.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87382	7/24	PIRANHA PAPER SHREDDING	110-01-51201-311-000	SHREDDING PROJECT	180.00
			110-01-51101-311-000	SHREDDING PROJECT	180.00
				..... CHECK TOTAL	360.00
87383	7/24	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-235-000	6/09 FD # 4 PARTS &	722.05
87384	7/24	MIDWEST CONSTRUCTION CO	403-11-50901-588-000	EMERGENCY REPAIR	9,926.50
87385	7/24	HILLSIDE TRUE VALUE	110-05-55109-353-000	6/09-PA MISC. SUPPLI	59.88
			206-02-52205-344-000	6/09-FD MISC. SUPPLI	58.61
			520-09-50401-249-000	6/09-TD MISC. SUPPLI	46.78
			520-09-50202-249-000	6/09-TD MISC. SUPPLI	32.38
			110-02-52203-382-000	6/09-FD MISC. SUPPLI	30.04
			110-02-52203-344-000	6/09-FD MISC. SUPPLI	24.57
			110-01-51801-389-000	6/09-PW MISC. SUPPLI	10.76
			630-09-50101-393-000	6/09-SE MISC. SUPPLI	2.97
				..... CHECK TOTAL	265.99
87386	7/24	US CELLULAR	206-02-52205-226-000	7/09 FD-CELL SERVICE	168.00
			206-02-52205-226-000	7/09 FD-DATA SERVICE	69.65
			206-02-52205-226-000	7/09 FD-CELL AIRTIME	62.19
			205-03-53118-226-000	7/09 WA-CELL SERVICE	16.00
			205-03-53118-226-000	7/09 WA-CELL AIRTIME	11.25
			283-06-52601-259-000	#5000361 7/09 CELL P	8.00
			283-06-52601-259-000	#5000361 7/09 AIRTM	1.62
				..... CHECK TOTAL	336.71
87387	7/24	SEATER CONSTRUCTION CO., INC	520-00-18747-000-000	EST 18-TRANSIT FACL	21,933.00
87388	7/24	HOMETOWN INC.	520-09-50106-341-000	7/09-TD DIESEL FUEL	14,251.13
87389	7/24	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	6/09 COMPACTOR RENTA	615.25
87390	7/24	KNIGHT-BARRY TITLE, INC.	110-00-21106-000-000	2008 TAX 7300 38 AV	29.09
87391	7/24	3M COMPANY	110-03-53110-372-000	SHEETING	768.13
87392	7/24	DAVISON & MULLIGAN, LTD	110-01-50401-219-000	6/15-24 BD OF REV	4,403.00
			110-01-50101-219-000	6/09 CONF CALLS	292.50
			 CHECK TOTAL	4,695.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87393	7/24	MCI SERVICE PARTS INC.	520-09-50201-347-000	6/09-GMC COACH PARTS	360.37
			520-09-50201-347-000	6/09-GMC COACH PARTS	9.40
				..... CHECK TOTAL	369.77
87394	7/24	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	6/09 BUS PARTS	1,017.45
87395	7/24	NYBERG TROPHIES & AWARDS	110-01-51801-246-000	WALL SIGNS HOLDERS	125.10
			110-05-55101-311-000	IN MEMORY PLATES	23.00
				..... CHECK TOTAL	148.10
87396	7/24	NORTHLAND EQUIPMENT	630-09-50101-393-000	5/09 FURNISH PARTS/M	222.36
87397	7/24	WASTE MANAGEMENT	633-09-50101-253-000	7/09-LI WEEKLY PICKU	60.51
			521-09-50101-219-000	7/09-AR PAPER RECYCL	52.50
			110-01-51801-246-000	7/09-PW PULL CHARGES	52.50
			110-05-55109-246-000	7/09-PA PAPER RECYCL	36.75
				..... CHECK TOTAL	202.26
87398	7/24	MENARDS (KENOSHA)	110-05-55102-244-000	6/09 FIELD PAINT	270.80
			110-05-55102-244-000	6/09 PA MERCHANDISE	270.80
			110-05-55109-249-000	6/09 PEORIO MERCHAND	256.24
			524-05-50101-244-000	6/09 GO MERCHANDISE	88.04
			110-05-55109-357-000	6/09 PA MERCHANDISE	55.81
			110-05-55109-357-000	6/09 PA MERCHANDISE	38.28
			110-01-50602-353-000	6/09 KKB MERCHANDISE	37.11
			110-05-55102-344-000	6/09 PA MERCHANDISE	29.95
			110-05-55109-355-000	6/09 PA MERCHANDISE	11.00
				..... CHECK TOTAL	1,058.03
87399	7/24	EWALD CHEVROLET/BUICK/GEO	422-11-50905-561-000	FLT 3035 09 IMPALA	19,475.00
			422-11-50905-561-000	FLT 3034 09 IMPALA	19,475.00
			422-11-50905-561-000	FLT 3033 09 IMPALA	19,475.00
			422-11-50905-561-000	FLT 3032-09 IMPALA	19,475.00
			422-11-50905-561-000	FLT 3031 09 IMPALA	19,475.00
				..... CHECK TOTAL	97,375.00
87400	7/24	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-344-000	6/09 #2926 REPAIR	81.95
87401	7/24	WIS SCTF	110-00-21581-000-000	7/24/09 HRLY DEDUCT	1,844.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87402	7/24	PREVOST CAR-CREDIT DEPT	520-09-50201-347-000	6/09-BUS PARTS	798.00
			520-09-50201-347-000	6/09-BUS PARTS	248.11
				..... CHECK TOTAL	1,046.11
87403	7/24	MOTION INDUSTRIES	630-09-50101-393-000	6/09-MERCHANDISE/PAR	58.11
87404	7/24	LASER NET INC	110-01-51101-314-000	6/09 MICROFICHE PROC	124.28
87405	7/24	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	7/24/09 J.PETRILLO	139.82
87406	7/24	FLOYD'S TOWING INC	520-09-50201-344-000	TOW BUS FROM OSHKOSH	630.00
87407	7/24	KENOSHA COUNTY TREASURER	110-00-21910-999-000	6/09 FEES COLLECTED	10,389.25
			110-00-21901-999-000	6/09 FEES COLLECTED	3,881.25
				..... CHECK TOTAL	14,270.50
87408	7/24	BURKE TRUCK & EQUIPMENT INC	110-03-53107-344-000	ADDITIONAL REPAIRS	1,137.21
87409	7/24	DE VROOMEN BULB CO	110-01-50602-353-000	BULBS	706.90
			110-01-50602-353-000	BULBS	37.80
				..... CHECK TOTAL	744.70
87410	7/24	LEE PLUMBING, HEATING AND	110-05-55111-235-000	REPAIR SWITCH	493.20
87411	7/24	LEXISNEXIS	110-01-50301-219-000	6/09 ONLINE MATERIAL	223.00
87412	7/24	FABCO RENTS	403-11-50901-588-000	EXCAVATOR RENTAL	1,126.50
87413	7/24	MILWAUKEE SPRING &	630-09-50101-393-000	6/09-PARTS/LABOR	474.82
87414	7/24	NEW WAVE	110-02-52204-344-000	CHROME REAR BUMPER	200.00
87415	7/24	PROCESSWORKS INC.	110-00-21578-000-000	7/21/09 CHECK REG	2,889.14
87416	7/24	DUO-SAFETY LADDER CORP	110-02-52203-344-000	HEAT SENSOR LABELS	56.67
87417	7/24	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	6/09-TD COACH PARTS	339.26
			520-09-50201-347-000	6/09-TD COACH PARTS	10.26
			 CHECK TOTAL	349.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87418	7/24	AIRGAS NORTH CENTRAL	632-09-50101-389-000	6/09 INDUSTRIAL GASE	122.76
			206-02-52205-389-000	7/09 FD #3 N CYLINDE	74.42
			520-09-50201-317-000	6/09 INDUSTRIAL GASE	47.12
			206-02-52205-389-000	7/09 FD #4 OXYGEN CY	44.23
			206-02-52205-389-000	6/09 FD #5 OXYGEN CY	39.56
			206-02-52205-389-000	6/09 FD #3 OXYGEN CY	15.84
			110-05-55109-235-000	6/09 INDUSTRIAL GASE	12.36
				..... CHECK TOTAL	356.29
87419	7/24	RED THE UNIFORM TAILOR	110-02-52206-367-000	6/09 UNIFORMS	341.85
			110-02-52206-367-000	7/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	139.90
			110-02-52206-367-000	6/09 UNIFORMS	69.95
			110-02-52206-367-000	6/09 UNIFORMS	67.50
			110-02-52206-367-000	6/09 UNIFORMS	58.95
				..... CHECK TOTAL	818.05
87420	7/24	STATE DISBURSEMENT	110-00-21581-000-000	7/24/09 S.WELLS	27.71
87421	7/24	METAL WORLD	110-02-52203-344-000	STOCK STEEL	373.40
87422	7/24	NORTH LAKE REMODELING, LLC	257-06-50493-259-000	#5000286 SIDING	2,329.00
87423	7/24	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#5000173	760.00
			252-06-50559-259-000	#5000175	700.00
			252-06-50559-259-000	#5000173	350.00
			252-06-50559-259-000	#5000172	350.00
				..... CHECK TOTAL	2,160.00
87424	7/24	RADIO ENGINEERING INDUSTRIES	520-09-50201-344-000	7/09-PARTS/REPAIR	31.82
87425	7/24	SOUTHPORT REHAB ASSOC, INC	110-09-56306-161-000	3/30/09 D WILFINGER	611.15
			110-09-56306-161-000	3/30/09 D WILFINGER	604.35
				..... CHECK TOTAL	1,215.50
87426	7/24	IHC KENOSHA RADIOLOGY	110-09-56306-161-000	4/10/09 J RIESSELMAN	43.35
87427	7/24	IOD INCORPORATED	110-09-56306-161-000	3/17/09 D WIENKE	16.30
87428	7/24	TRUE COURSE MDCS LLC	110-09-56306-161-000	3/17/09 D WIENKE	1,088.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87429	7/24	AURORA HEALTH CARE	110-09-56306-161-000	6/5/09 I RAMADANI	2,786.96
			110-09-56306-161-000	6/5/09 I RAMADANI	706.72
			110-09-56306-161-000	6/5/09 I RAMADANI	228.80
			110-09-56306-161-000	6/5/09 I RAMADANI	222.33
			110-09-56306-161-000	6/5/09 I RAMADANI	.88
				..... CHECK TOTAL	3,945.69
87430	7/24	COSTANTINI, THOMAS & PAMELA	110-00-21106-000-000	2008 TAX 318 57 ST	2.05
			110-00-21106-000-000	2008 TAX 5406 2 AVE	1.49
				..... CHECK TOTAL	3.54
87431	7/24	TRUAX, BOB	524-05-50101-398-000	7/09 GOLF BALLS	210.00
87432	7/24	LARSEN, DAVID W	110-00-21106-000-000	2008 RE TAX OVERS	19.06
87433	7/24	PROFESSIONAL HOSPITALITY	110-00-21109-000-000	4/09 ROOM TAX OVERS	72.79
87434	7/24	CUSH MARKETING & DEVELOPMENT	110-00-44401-000-000	18 PEDDLERS LICENSES	540.00
87435	7/24	BUNCH, MARJORIE	110-00-21905-000-000	7/4/09-LINCOLN CONCE	150.00
87436	7/24	HARMON-SMITH, SAMANT	110-00-21905-000-000	7/10/09-BEACH HOUSE	100.00
87437	7/24	THOMAS, KIMBERLY	110-00-21905-000-000	7/11/09-ORIBILETTI	150.00
87438	7/24	HANSEN, KATHLEEN	110-00-21905-000-000	7/11/09-BEACH HOUSE	150.00
87439	7/24	YONG, ELIZABETH	110-00-21905-000-000	7/12/09-BEACH HOUSE	232.50
87440	7/24	TOSTRUD, ELIZABETH	110-00-21905-000-000	5/17&7/19/09 BCH HSE	100.00
87441	7/24	VENTURA, KATHIE	110-00-46394-000-000	APPLIANCE STICKER	15.00
87442	7/24	TREIBER, TIFFANY	110-00-44709-000-000	BARTENDER LICENSE	50.00
87443	7/24	VICORY PARTERSHIP	110-00-45103-000-000	P CAPELLI FINE	40.00
			110-00-45104-000-000	P CAPELLI FINE	28.00
			110-00-21901-000-000	P CAPELLI FINE	10.40
			110-00-21910-000-000	P CAPELLI FINE	10.00
			110-00-21911-000-000	P CAPELLI FINE	8.00
			 CHECK TOTAL	96.40

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87444	7/24	MYERS, STEVEN	110-00-21904-000-000	J MYERS BOND	126.00
87445	7/24	DELEON, KRISTY A	110-00-45103-000-000	FINE PAYMENT	49.20
			110-00-21901-000-000	FINE PAYMENT	12.80
				..... CHECK TOTAL	62.00
87446	7/24	NEU, MARILYN A	110-00-21901-000-000	FINE PAYMENT	55.00
87447	7/24	WILFINGER, DIANE	110-09-56306-161-000	REIMB FOR SHOES	31.12
87448	7/29	RNOW, INC.	630-09-50101-393-000	6/09-PARTS/MATERIALS	49.32
87449	7/29	CHESTER ELECTRONICS SUPPLY	110-02-52203-369-000	6/09 FD #3 PARTS & M	20.00
87450	7/29	VIKING ELECTRIC SUPPLY	521-09-50101-375-000	6/09 AR ELECTRICAL M	675.78
			110-03-53109-375-000	7/09 AT ELECTRICAL M	159.72
			521-09-50101-375-000	7/09 AR ELECTRICAL M	21.86
				..... CHECK TOTAL	857.36
87451	7/29	INTERSTATE ELECTRIC SUPPLY	110-03-53103-246-000	7/09-ST ELECTRICAL S	56.61
			110-03-53103-246-000	7/09-ST ELECTRICAL S	28.35
			110-03-53103-246-000	7/09-ST ELECTRICAL S	13.45
				..... CHECK TOTAL	98.41
87452	7/29	JANTZ AUTO SALES INC	110-02-52103-219-000	7/09-#09-110799 TOW	25.00
87453	7/29	CARDINAL HEALTH	206-02-52205-318-000	6/09 MEDICAL SUPPLIE	560.39
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	417.44
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	23.46
				..... CHECK TOTAL	1,001.29
87454	7/29	K & R SERVICES INC	110-02-52203-382-000	HOUSEHOLD SUPPLIES	198.01
87455	7/29	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	6/09-CE LABOR/MAT'L	45.48
87456	7/29	LABOR PAPER, THE	110-01-50101-321-000	6/09 1ST READ ORDS	14.02
87457	7/29	LEMAY BUICK PONTIAC GMC	630-09-50101-393-000	6/09 PARTS & MATERIA	446.32
			206-02-52205-344-000	DIAGNOSTIC CAR 71	89.50
			110-02-52203-344-000	BULB BATTALIAN 2	22.56
			110-02-52203-344-000	PUSH BUTTON BATT 2	13.50
			 CHECK TOTAL	571.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87458	7/29	HERBERTS JEWELERS LTD.	110-02-52103-311-000	MANTLE CLOCK	225.00
87459	7/29	VAN'S GAS SERVICE INC	630-09-50101-393-000	6/09 CE PROPANE GAS	14.52
87460	7/29	WIS DEPT OF REVENUE	110-00-21512-000-000	7/1-7/15/09 DEDUCTS	121,613.76
87461	7/29	WIS RETIREMENT SYSTEM	110-00-21625-000-000	6/09 PENSION	630,857.53
			110-02-52203-153-000	6/09 PENSION	14,500.91
			110-00-21521-000-000	6/09 PENSION	4,470.00
			110-02-52103-153-000	6/09 PENSION	2,791.13
				..... CHECK TOTAL	652,619.57
87462	7/29	PAYNE & DOLAN INC.	110-03-53103-355-000	6/09-ASPHALT MATERIA	1,309.64
87463	7/29	REINDERS INC.	630-09-50101-393-000	7/09-#2538 PARTS/SER	280.74
			630-09-50101-393-000	7/09-PARTS/SERVICE	128.92
			630-09-50101-393-000	7/09-#2538 PARTS/SER	61.88
			630-09-50101-393-000	6/09-PARTS/SERVICE	45.32
			630-09-50101-393-000	6/09-PARTS/SERVICE	44.32
				..... CHECK TOTAL	561.18
87464	7/29	WIS FUEL & HEATING INC	630-09-50101-392-000	7/09 DIESEL FUEL	14,785.31
87465	7/29	MATRX MEDICAL	206-02-52205-344-000	COT RAILS MED UNITS	465.00
87466	7/29	STANDARD COMPANIES	630-09-50101-393-000	7/09-SHOP WIPES/CLOT	4,601.60
87467	7/29	SOS TECHNOLOGIES	110-02-52103-385-000	BATTERY	2,614.95
			110-02-52103-365-000	HEARTSTART SMART PAD	955.50
				..... CHECK TOTAL	3,570.45
87468	7/29	LARK UNIFORM, INC.	110-02-52103-367-000	7/09-#495 UNIFORM IT	176.90
			110-02-52103-367-000	6/09-#495 UNIFORM IT	109.90
			110-02-52103-367-000	7/09-#503 UNIFORM IT	85.90
				..... CHECK TOTAL	372.70
87469	7/29	UNITED HEALTHCARE CLAIMS	611-09-50101-155-527	6/09 CLAIMS	1,257,907.00
			611-09-50101-155-525	6/09 CLAIMS	83,058.00
			611-09-50101-155-527	6/09 CLAIMS	219.92CR
			 CHECK TOTAL	1,340,745.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87470	7/29	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	STRIPING MED 5	932.32
87471	7/29	OFFICEMAX	501-09-50101-311-000	7/09 PW #1193 OFFICE	109.02
			110-02-52103-311-000	7/09 PD #1195 OFFICE	72.77
			110-02-52601-311-000	6/09 DH #1187 OFFICE	49.17
			110-01-51101-311-000	7/09 FN #1196 OFFICE	34.27
			110-02-52103-311-000	7/09 PD #1195 OFFICE	27.00
			110-01-51101-311-000	7/09 FN #1194 OFFICE	23.58
			501-09-50101-311-000	7/09 PW #1191 OFFICE	12.64
			110-09-56402-311-000	7/09 FN #1194 OFFICE	10.50
			501-09-50101-311-000	7/09 PW #1191 OFFICE	3.10
			110-02-52601-311-000	6/09 DH #1187 RETRN	20.33CR
				..... CHECK TOTAL	321.72
87472	7/29	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	7/09 PA TOOLS AND SU	229.99
			110-03-53103-389-000	7/09 ST TOOLS AND SU	53.98
				..... CHECK TOTAL	283.97
87473	7/29	UNITED STATES FIRE PROTECT	420-11-50706-589-000	FINAL-FIRE SUPPRESSI	9,570.95
87474	7/29	INTERSPIRO	414-11-50905-574-000	SCBA EQUIPMENT	338,462.50
			414-11-50905-934-560	TRADE-IN ALLOWANCE	15,000.00CR
				..... CHECK TOTAL	323,462.50
87475	7/29	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	7/09 PARTS/MATERIALS	206.00
87476	7/29	MG TRUST COMPANY	761-09-50101-151-000	7/09 403(B)-RIMKUS	173.51
			761-00-21599-000-000	7/09 403(B)-RIMKUS	173.51
				..... CHECK TOTAL	347.02
87477	7/29	SURVEYMONKEY.COM	206-02-52205-322-000	SURVEY SUBSCRIPTION	200.00
87478	7/29	BRUSKE PRODUCTS	630-09-50101-393-000	6/09 BROOMS/BRUSHES	829.60
87479	7/29	TAVERN LEAGUE OF WISCONSIN	524-05-50101-219-000	8/18/09 P.NICHOLS	65.00
87480	7/29	WIS DEPT OF ADMINSTRATION	110-02-52103-311-000	CITATIONS	650.00
87481	7/29	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	6/09 CT-COPY OVERAGE	69.41
			110-02-52601-232-000	7/25-8/24 DH-SERVICE	69.00
			110-01-50101-232-000	7/09 CT-COPIER SERVI	67.00
			521-09-50101-232-000	7/17-8/16 AR-SERVICE	35.00
			520-09-50301-232-000	7/13-8/12 TD-SERVICE	32.10
			110-01-52001-232-000	8/08 MC-COPIER SERVC	31.00
			631-09-50101-232-000	7/28-8/27 PW-SERVICE	24.80
			110-02-52601-311-000	6/25-7/24 DH-OVERAGE	21.13
			501-09-50101-232-000	7/28-8/27 PW-SERVICE	18.60
			110-03-53101-232-000	7/28-8/27 PW-SERVICE	18.60
			110-03-53101-232-000	6/28-7/27 PW-OVERAGE	13.61
			 CHECK TOTAL	400.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87482	7/29	LAB SAFETY SUPPLY INC	206-02-52205-344-000	EXIT SIGN COVER MED	49.61
87483	7/29	LEE PLUMBING, INC.	110-02-52203-241-000	7/09-FD#4 A/C	580.41
			110-02-52203-246-000	6/09-FD#3 PLUMBING	121.00
				..... CHECK TOTAL	701.41
87484	7/29	PAUL CONWAY SHIELDS	110-02-52203-369-000	FIREHOOKS HYDRA RAM	3,046.37
87485	7/29	US CELLULAR	110-05-55102-226-000	7/09 PA-CELL AIRTIME	128.25
			110-01-51801-226-000	7/09 PW-CELL AIRTIME	103.14
			110-05-55102-226-000	7/09 PA-CELL AIRTIME	76.59
			110-05-55111-226-000	7/09 PA-CELL AIRTIME	17.73
			110-05-55101-226-000	7/09 PA-CELL AIRTIME	17.40
			632-09-50101-226-000	7/09 SE-CELL SERVICE	16.00
			110-05-55109-226-000	7/09 PA-CELL SERVICE	16.00
			110-01-51801-226-000	7/09 PW-CELL SERVICE	16.00
			110-05-55111-226-000	7/09 PA-CELL SERVICE	8.00
			110-05-55102-226-000	7/09 PA-CELL SERVICE	8.00
			110-05-55101-226-000	7/09 PA-CELL SERVICE	8.00
			110-03-53101-226-000	7/09 PW-CELL SERVICE	8.00
			632-09-50101-226-000	7/09 SE-CELL AIRTIME	.72
			110-03-53101-226-000	7/09 PW-CELL AIRTIME	.09
				..... CHECK TOTAL	423.92
87486	7/29	WIS DEPT OF REVENUE	761-00-21512-000-000	6/09 KCM DEDUCTS	268.60
87487	7/29	STEPP EQUIPMENT CO.	630-09-50101-393-000	6/09 PARTS/MATERIAL/	93.06
87488	7/29	HANSMANN PRINTING	110-01-51303-311-000	7/09 PE-6 BUS CARDS	336.00
			110-01-52001-311-000	7/09 MC-3 PT NCR	220.00
			110-01-52001-311-000	7/09 MC-NCR PAPER	94.00
			632-09-50101-311-000	7/09 SE-IVORY INDEX	66.00
			110-01-50101-311-000	7/09 CT-MISNER BC'S	56.00
			110-01-50301-311-000	7/09 LE-CITY ATTY BC	43.00
				..... CHECK TOTAL	815.00
87489	7/29	MENARDS (KENOSHA)	110-05-55109-382-000	7/09-PA MERCHANDISE	175.68
			110-02-52203-382-000	6/09-FD#2 MERCHANDIS	175.57
			110-05-55109-361-000	6/09-PW MERCHANDISE	167.64
			110-05-55109-382-000	6/09-PA MERCHANDISE	149.88
			110-02-52203-382-000	7/09-FD#7 MERCHANDIS	140.93
			110-02-52203-344-000	7/09-FD#1 MERCHANDIS	121.65
			110-05-55109-389-000	7/09-PA MERCHANDISE	117.14
			110-05-55109-244-000	7/09-PA MERCHANDISE	99.39
			501-09-50105-359-000	6/09-ST MERCHANDISE	84.94
			110-05-55109-244-000	7/09-PW S'PORT MARIN	66.67
			110-05-55109-382-000	6/09-PA MERCHANDISE	36.90
			520-09-50202-249-000	7/09-TD MERCHANDISE	23.94
			110-05-55109-361-000	7/09-PA MERCHANDISE	17.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-353-000	7/09-FD#7 MERCHANDIS	16.46
			110-02-52203-382-000	7/09-FD#7 MERCHANDIS	3.88
				..... CHECK TOTAL	1,398.59
87490	7/29	EWALD CHEVROLET/BUICK/GEO	422-11-50905-561-000	FLT 3036 09 IMPALA	19,475.00
87491	7/29	BELLE CITY FIRE EXTINGUISHER	524-05-50101-219-000	6/09 GO EXTINGUISHER	90.00
			110-01-51801-389-000	6/09 PW EXTINGUISHER	62.50
			110-01-51801-389-000	6/09 PW EXTINGUISHER	62.50
			110-02-52203-389-000	6/09 FD #3 EXTINGUIS	31.85
			110-02-52203-389-000	7/09 FD #6 EXTINGUIS	30.60
				..... CHECK TOTAL	277.45
87492	7/29	FREEDOM HYDRAULICS	630-09-50101-393-000	7/09 SE #387/388	1,940.00
			630-09-50101-393-000	7/09 #385/386	1,940.00
			630-09-50101-393-000	7/09 SE #2170 REPAIR	575.00
				..... CHECK TOTAL	4,455.00
87493	7/29	LEMKE FARMS	222-09-50101-259-909	HORSE AND CARRIAGE	2,100.00
87494	7/29	TIME WARNER CABLE	110-01-51102-233-000	7/17-8/16 DP-RDRUNR	239.95
			110-01-51102-233-000	7/19-8/18 SE-RDRUN	139.95
				..... CHECK TOTAL	379.90
87495	7/29	ARAMARK	110-02-52203-246-000	6/09 FD FLOOR MATS	340.80
			110-01-51801-246-000	6/09 CLEAN ENTRANCE	147.42
			520-09-50202-246-000	6/09 TD ENTRANCE MAT	62.46
			110-03-53116-246-000	6/09 WA ENTRANCE MAT	56.64
			110-05-55109-246-000	6/09 PA ENTRANCE MAT	22.68
			632-09-50101-246-000	6/09 SE ENTRANCE MAT	22.65
				..... CHECK TOTAL	652.65
87496	7/29	OCWEN LOAN SERVICES	110-00-21106-000-000	2008 TAX 6706 32 AV	44.52
87497	7/29	J & L LANDSCAPING	633-09-50101-249-000	6/09 LAWN MOWING, ED	167.20
87498	7/29	NICOLET NATURAL SE	761-09-50101-389-000	7/09 WATER/CUPS	32.10
87499	7/29	AZAR L.L.C.	110-09-56501-259-000	RAZE - 5325 64TH AVE	2,500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87500	7/29	RIMKUS, JASON	761-09-50101-111-000	7/16-31/09 SERVICES	1,735.13
			761-00-21514-000-000	7/16-31/09 SERVICES	25.16CR
			761-00-21599-000-000	7/16-31/09 SERVICES	86.76CR
			761-00-21512-000-000	7/16-31/09 SERVICES	97.00CR
			761-00-21511-000-000	7/16-31/09 SERVICES	107.58CR
			761-00-21513-000-000	7/16-31/09 SERVICES	173.00CR
				..... CHECK TOTAL	1,245.63
87501	7/29	PIRO, RALPH	761-09-50101-111-000	7/16-31/09 SERVICES	822.29
			761-00-21514-000-000	7/16-31/09 SERVICES	11.92CR
			761-00-21512-000-000	7/16-31/09 SERVICES	37.30CR
			761-00-21513-000-000	7/16-31/09 SERVICES	50.00CR
			761-00-21511-000-000	7/16-31/09 SERVICES	50.98CR
				..... CHECK TOTAL	672.09
87502	7/29	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	6/09 #2390 PARTS & M	1,621.36
			630-09-50101-393-000	6/09 #2335 PARTS & M	252.06
			630-09-50101-393-000	6/09 #2170 PARTS & M	134.68
				..... CHECK TOTAL	2,008.10
87503	7/29	AIRGAS NORTH CENTRAL	206-02-52205-389-000	6/09 OXYGEN CYLINDER	47.52
			206-02-52205-389-000	7/09 FD #5 OXYGEN CY	45.41
			206-02-52205-344-000	6/09 OXYGEN CYLINDER	45.09
			206-02-52205-389-000	6/09 OXYGEN CYLINDER	19.80
			206-02-52205-344-000	6/09 OXYGEN CYLINDER	19.80
			206-02-52205-389-000	6/09 OXYGEN CYLINDER	15.84
			521-09-50101-344-000	6/09 INDUSTRIAL GASE	11.88
				..... CHECK TOTAL	205.34
87504	7/29	JANI-KING OF MILWAUKEE	633-09-50101-243-000	7/09-JANITORIAL SERV	1,084.00
87505	7/29	AVI MIDWEST LLC	761-09-50101-235-000	8-10/09 MAINTENANCE	2,756.65
87506	7/29	GREENMAN TECHNOLOGIES	205-03-53118-219-000	6/09-SERVICE AGREEME	1,644.45
87507	7/29	FIRST SUPPLY	501-09-50105-359-000	7/09 ST SUPPLIES	204.68
87508	7/29	HECKER, JOSHUA	110-09-56405-166-000	7/15-8/15/09 PPD	1,178.67
87509	7/29	KENOSHA MEDICAL CTR CAMPUS	782-09-50101-219-000	5/09 CPR COURSE	18.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87510	7/29	IOD INCORPORATED	110-02-52102-219-000	7/09 09-105263 RECD	25.60
			110-02-52102-219-000	6/09 09-072400 RECD	19.01
				..... CHECK TOTAL	44.61
87511	7/29	LGIP MUSEUM	110-00-21805-000-000	7/13/09 WIRE TRANS	148,900.00
87512	7/29	SANCHEZ, ALEJANDRO	110-00-21905-000-000	7/18/09-BEACH HOUSE	300.00
87513	7/29	RHEA, ROBERT	110-00-46394-000-000	APPLIANCE STICKER	15.00
87514	7/29	STAVES, LAURIE	110-00-21905-000-000	7/20/09 BEACH HOUSE	100.00
87515	7/29	HESSE, WILLIAM	110-00-21905-000-000	7/16/09 BEACH HOUSE	150.00
87516	7/29	SINGH, LAKWINDER	110-00-12104-000-000	DUP PYMT PP TAX	302.24
87517	7/29	BUTLER, SANDRA	110-00-21106-000-000	2008 R E TAXES OVERS	125.41
87518	7/29	USAA FEDERAL SAVINGS BANK	110-00-21106-000-000	2008 TAX 6524 16 AV	129.65
87519	7/29	LENCI, MAURO	632-09-50101-261-000	5/09-6/09 MILEAGE	148.67
87520	7/29	GENTHNER, THOMAS W	110-02-52103-311-000	KEYBOARD TRAY	52.74
87521	7/29	MUTCHLER, VINCENT L.	110-09-56405-166-000	7/15-8/15/09 PPD	1,092.00
87522	7/29	JACKSON, MICKEY D.	110-09-56405-166-000	BAL DUE 7/17-8/17	361.00
87523	7/29	MORRISSEY, JOHN W.	110-02-52107-264-000	DENVER CONF-10/09	275.00
87524	7/29	THOMPkins, TIMOTHY	110-01-51303-261-000	7/09 MILEAGE	32.45
87525	7/29	WIENKE, DANIEL	110-09-56405-166-000	3/18-7/25/09 PPD	4,230.00
87526	7/29	SCHROEDER, JANICE	501-09-50101-367-000	SWU SHIRTS-OUTREACH	128.25
87527	7/29	BOSMAN, KEITH	110-01-51301-341-000	GAS PURCHASE	26.90
87528	7/29	HANSEN, TIMOTHY	110-09-56405-166-000	7/04-8/04/09 PPD	1,178.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87529	7/31	YAMAHA MOTOR CORP.	524-05-50101-282-000	8/09-GOLF CARTS/LEAS	2,314.00
87530	7/31	BINDELLI BROTHERS, INC	110-09-56501-259-000	7/09 6620 14 AV-BRD	100.00
			110-09-56501-259-000	7/09 6620 14 AV-BRD	92.12
			110-09-56501-259-000	7/09 6334 24 AV-BRD	72.12
				..... CHECK TOTAL	264.24
87531	7/31	CHESTER ELECTRONICS SUPPLY	761-09-50101-369-000	CAMERA CABLE	6.99
87532	7/31	HWY C SERVICE	630-09-50101-393-000	VALVE FOR FLT 2639	1,335.50
87533	7/31	ICMA RETIREMENT TRUST	110-00-21572-000-000	7/16-31/09 CONTRIBS	62,469.95
87534	7/31	CARDINAL HEALTH	206-02-52205-318-000	7/09 MEDICAL SUPPLIE	128.25
			206-02-52205-318-000	7/09 MEDICAL SUPPLIE	109.23
			206-02-52205-318-000	6/09 MEDICAL SUPPLIE	39.77
				..... CHECK TOTAL	277.25
87535	7/31	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	7/31/09 CITY SAL	50,558.63
			110-00-21562-000-000	7/31/09 CITY HRLY	17,553.37
			110-00-21562-000-000	7/31/09 LIBRARY SAL	8,831.50
			110-00-21562-000-000	7/31/09 WATER SAL	8,698.50
			110-00-21562-000-000	7/31/09 WATER HRLY	4,043.00
			110-00-21562-000-000	7/31/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	89,800.00
87536	7/31	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	7/31/09 CITY HRLY	3,837.08
			110-00-21553-000-000	7/31/09 CITY SAL	1,959.36
			110-00-21553-000-000	7/31/09 WATER HRLY	1,673.62
			110-00-21553-000-000	7/31/09 WATER SAL	571.48
			110-00-21553-000-000	7/31/09 MUSEUM HRLY	81.66
				..... CHECK TOTAL	8,123.20
87537	7/31	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	7/31/09 CITY HRLY	163.02
			110-00-21541-000-000	7/31/09 MUSEUM HRLY	92.02
			110-00-21541-000-000	7/31/09 WATER HRLY	90.77
				..... CHECK TOTAL	345.81
87538	7/31	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	3/24/09 O VILLALOBOS	2,342.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87539	7/31	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	7/31/09 CITY SAL	92,557.00
87540	7/31	MOSS & BARNETT	110-01-50701-219-000	08 AUDIT INFO REQ	86.80
87541	7/31	LORENZ TOPSOIL	501-09-50105-353-000	6/09-TOPSOIL	66.50
			110-05-55109-353-000	6/09-PULVERIZED TOPS	66.50
				..... CHECK TOTAL	133.00
87542	7/31	AETNA	611-09-50101-155-517	7/09 PREMIUM	70,299.81
			611-09-50101-155-518	7/09 PREMIUM	31,663.31
			611-09-50101-155-519	7/09 PREMIUM	7,960.05
			611-09-50101-155-525	7/09 PREMIUM	3,336.96
			611-09-50102-219-517	7/09 PREMIUM	778.96
				..... CHECK TOTAL	114,039.09
87543	7/31	WE ENERGIES	110-05-55111-221-000	#29 06/18-07/21	3,439.73
			110-02-52203-221-000	#29 06/23-07/23	1,371.14
			110-05-55109-221-000	#29 06/17-07/19	1,256.78
			110-05-55111-222-000	#29 06/18-07/21	1,218.78
			110-03-53109-221-000	#29 06/22-07/22	1,136.14
			632-09-50101-221-000	#29 06/24-07/24	1,063.53
			110-03-53116-221-000	#29 06/18-07/20	654.74
			522-05-50102-221-000	#29 06/17-07/19	628.68
			110-03-53109-221-000	#29 06/17-07/19	557.98
			110-03-53109-221-000	#29 06/17-07/20	433.86
			110-03-53109-221-000	#29 06/22-07/23	409.69
			110-03-53109-221-000	#29 06/23-07/23	408.33
			110-03-53109-221-000	#29 06/21-07/21	394.41
			110-03-53109-221-000	#29 06/19-07/21	385.53
			110-05-55109-221-000	#29 06/22-07/22	324.29
			110-05-55109-221-000	#29 06/18-07/20	304.27
			110-03-53109-221-000	#29 06/16-07/20	230.14
			110-03-53109-221-000	#29 06/16-07/15	131.75
			110-03-53109-221-000	#29 06/18-07/20	99.94
			110-02-52203-222-000	329 06/23-07/23	83.91
			110-03-53103-222-000	#29 06/24-07/24	59.12
			519-09-50103-221-000	#29 06/23-07/23	48.54
			632-09-50101-222-000	#29 06/24-07/24	31.08
			522-05-50102-222-000	#29 06/17-07/19	22.82
			110-03-53117-221-000	#29 06/18-07/20	21.42
			110-05-55109-221-000	#29 06/21-07/21	17.46
			110-05-55109-222-000	#29 06/17-07/19	8.96
			110-05-55109-221-000	#29 06/23-07/23	8.67
			 CHECK TOTAL	14,751.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87544	7/31	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	7/31/09 H.TOLBERT	261.76
87545	7/31	REINDERS INC.	524-05-50101-249-000	7/09-GO PARTS/SERVIC	462.26
			524-05-50101-249-000	7/09-GO PARTS/SERVIC	296.40
				..... CHECK TOTAL	758.66
87546	7/31	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	TACTICAL WEAPON	282.00
87547	7/31	WEST GROUP	110-01-50301-322-000	6/09-SUBSCRIPTIONS	209.50
			110-01-50301-322-000	6/09-SUBSCRIPTIONS	147.50
			110-01-50301-322-000	6/09-SUBSCRIPTIONS	65.00
				..... CHECK TOTAL	422.00
87548	7/31	WIS FUEL & HEATING INC	520-09-50106-341-000	7/09-DIESEL FUEL PUR	14,818.26
87549	7/31	SCHENK/HUEGEL COMPANY	110-02-52206-367-000	7/09-PARAMEDIC PATCH	225.00
87550	7/31	AT&T	206-02-52205-227-000	7/10-8/09 DS1 SERVICI	898.91
			206-02-52205-227-000	7/10-8/09 DS1 SERVC	588.00
				..... CHECK TOTAL	1,486.91
87551	7/31	KENOSHA AREA CHAMBER	110-01-51301-263-000	2009 ANNUAL MEETING	25.00
87552	7/31	CHASE BANK KENOSHA	110-00-21513-000-000	7/31/09 DEDUCTS	222,736.13
			110-00-21511-000-000	7/31/09 DEDUCTS	85,681.94
			110-00-21612-000-000	7/31/09 DEDUCTS	85,681.37
			110-00-21614-000-000	7/31/09 DEDUCTS	25,571.35
			110-00-21514-000-000	7/31/09 DEDUCTS	25,571.09
				..... CHECK TOTAL	445,241.88
87553	7/31	AT&T	110-02-52203-225-000	7/22-8/21 REPEATER	199.72
			110-03-53103-225-000	7/19-8/18 652-2605	131.67
			110-02-52203-225-000	7/19-8/18 652-5506	92.87
			521-09-50101-225-000	7/19-8/18 652-1332	55.43
			520-09-50301-225-000	7/19-8/18 652-6932	55.43
			110-02-52110-225-000	7/10-8/09 657-3937	54.51
			521-09-50101-225-000	7/10-8/09 658-0870	29.18
			110-02-52201-225-000	7/10-8/09 657-6133	27.83
			520-09-50301-225-000	7/19-8/18 652-5104	27.72
			110-01-51801-225-000	7/19-8/18 652-4112	27.72
			 CHECK TOTAL	702.08

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87554	7/31	JONES, BOB	110-05-55103-353-000	COCOA BEAN MULCH	1,144.00
			110-01-50602-353-000	COCOA BEAN MULCH	410.00
				..... CHECK TOTAL	1,554.00
87555	7/31	FEDEX	110-01-51306-312-000	6/09 PW-SHIPPING SRV	35.65
			520-09-50106-311-000	6/09 TD-SHIPPING SRV	20.15
			110-01-51306-312-000	7/09 PW-SHIPPING SRV	19.56
				..... CHECK TOTAL	75.36
87556	7/31	FIREFIGHTERS ASSOC OF KENO	110-00-21515-000-000	7/31/09 SAL DEDUCT	4,240.00
87557	7/31	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	7/31/09 SAL DEDUCT	10,884.00
87558	7/31	ALFRED BENESCH & COMPANY	401-11-50801-219-000	11/08 39TH AVE-ENG S	791.11
			401-11-50801-585-000	11/08 CONTRACT EXTN	592.39
				..... CHECK TOTAL	1,383.50
87559	7/31	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	7/31/09 D.FAFFORD	30.00
87560	7/31	STATE FARM INSURANCE	110-09-56404-719-000	STATE FARM V. CITY	1,891.88
87561	7/31	KPSOA	110-00-21552-000-000	7/31/09 SAL DEDUCT	825.00
87562	7/31	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	7/31/09 SAL DEDUCT	8,291.20
87563	7/31	LOCAL 168	110-00-21551-000-000	7/31/09 SAL DEDUCT	88.50
87564	7/31	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	7/31/09 B.GARRETT	121.76
87565	7/31	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	6/09 BILLING FEE	13,585.84
			110-00-46209-999-000	4/09 SERVICES	671.63
			110-00-46209-999-000	6/09 SERVICES	644.03
			110-00-46209-999-000	5/09 SERVICES	492.66
				..... CHECK TOTAL	15,394.16
87566	7/31	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	7/31/09 A.DETLOGG	159.71
			110-00-21581-000-000	7/31/09 JURKIEWICZ	143.27
				..... CHECK TOTAL	302.98
87567	7/31	RAMAKER & ASSOCIATES	405-11-50808-219-000	PROFESSIONAL SERVICE	4,850.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87568	7/31	REGISTRATION FEE TRUST	520-00-18748-000-000	FLT 3018 TITLE/PLATE	74.50
			520-00-18748-000-000	FLT 3017 TITLE/PLATE	74.50
			520-00-18748-000-000	FLT 3016 TITLE/PLATE	74.50
			520-00-18748-000-000	FLT 3015 TITLE/PLATE	74.50
				..... CHECK TOTAL	298.00
87569	7/31	PITNEY BOWES	110-01-51306-282-000	7/09-MACHINE LEASE/M	364.00
87570	7/31	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	7/09 PARTS/MATERIALS	188.60
			110-02-52203-344-000	7/09 PARTS/MATERIALS	109.15
				..... CHECK TOTAL	297.75
87571	7/31	DAUBERT LAW FIRM, LLC	110-00-21581-000-000	7/31/09 T.BOYD	135.05
87572	7/31	KENOSHA TRAILER SALES	723-00-21980-000-000	TRAILER	2,712.90
87573	7/31	ALL HANDS FIRE EQUIPMENT	110-02-52206-369-000	SEARCH & GUIDE LINE	1,161.98
87574	7/31	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	7/08-12/08 TRANS CRD	11,842.00
87575	7/31	FIRST INDUSTRIAL INVESTMENT	311-11-50101-831-000	REV BOND PAYMENT	218,777.65
87576	7/31	KENOSHA HOUSING AUTHORITY	110-00-49102-000-000	AT&T 10/07-08 OVRCHG	564.60
87577	7/31	LEE PLUMBING, INC.	110-01-51801-241-000	6/09-MB A/C	227.00
			110-01-51801-241-000	6/09-MB A/C	164.00
				..... CHECK TOTAL	391.00
87578	7/31	QUARLES & BRADY	110-01-50701-219-000	08 AUDIT INFO REQ	250.00
87579	7/31	PAUL CONWAY SHIELDS	110-02-52206-367-000	7/09-BOOTS	305.00
87580	7/31	US CELLULAR	631-09-50101-226-000	7/09 EN-CELL AIRTIME	120.45
			631-09-50101-226-000	7/09 EN-CELL SERVICE	32.00
				..... CHECK TOTAL	152.45
87581	7/31	PALMEN MOTORS	110-02-52102-711-000	2008 CHEV IMPALA	12,304.00
87582	7/31	MALSACK, J	110-09-56501-259-000	7/09 6334 24 AV-GRS	755.00
			110-09-56501-259-000	7/09 4924 SHER-GRAS	610.00
			110-09-56501-259-000	7/09 4517 28 AV-GRS	432.25
			110-09-56501-259-000	7/09 6550 7 AV-GRAS	380.00
			110-09-56501-259-000	7/09 1214 61 ST-GRS	365.75
			110-09-56501-259-000	7/09 6214 43 AV-GRS	300.00
			110-09-56501-259-000	7/09 1324 44 ST-GRS	280.25
			110-09-56501-259-000	7/09 1401 87 ST-GRS	275.00
			110-09-56501-259-000	7/09 5425 31 AV-GRS	255.00
			110-09-56501-259-000	7/09 6415 28 AV-GRS	240.00
			110-09-56501-259-000	7/09 5821 5 AV-GRAS	230.00

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-09-56501-259-000	7/09 5825 4 AV-GRAS	170.00
			110-09-56501-259-000	7/09 1924 57 ST-GRS	155.00
			110-09-56501-259-000	7/09 6119 39 AV-GRS	155.00
			110-09-56501-259-000	7/09 4827 30 AV-GRS	147.25
			110-09-56501-259-000	7/09 515 45 ST-GRAS	99.75
			110-09-56501-259-000	7/09 1925 57 ST-GRS	95.00
			110-09-56501-259-000	7/09 3032 RSVLT-GRS	90.00
			110-09-56501-259-000	7/09 2115 64 ST-GRS	61.75
			110-09-56501-259-000	7/09 4823 24 AV-GRS	52.50
			110-09-56501-259-000	7/09 2716 52 ST-GRS	32.77
			110-09-56501-259-000	7/09 4212 21 AV-GRS	3.50
				..... CHECK TOTAL	5,185.77
87583	7/31	ELECTRICAL CONTRACTORS, INC	110-05-55109-248-000	6/09 PETZKE-LIGHTNG	1,693.78
87584	7/31	DAVIS & KUELTHAU, S.C.	110-01-51001-212-000	6/09 SERVICES	8,516.64
			110-09-56402-219-000	6/09 SERVICES	3,988.00
			110-01-51303-212-000	6/09 SERVICES	2,790.48
			110-01-50701-219-000	6/09 SERVICES	147.00
				..... CHECK TOTAL	15,442.12
87585	7/31	STATE BAR OF WISCONSIN	110-01-50301-322-000	7/09-LEGAL PUBLICATI	48.39
87586	7/31	FORCE AMERICA	630-09-50101-393-000	5/09 PARTS/MATERIALS	40.61
87587	7/31	MENARDS (KENOSHA)	110-05-55102-361-000	6/09-POERIO MERCHAND	163.85
			110-01-50602-259-000	6/09-KKB MERCHANDISE	47.53
			524-05-50101-353-000	6/09-GO MERCHANDISE	41.96
			110-05-55109-389-000	6/09-PA MERCHANDISE	35.22
			110-05-55109-382-000	7/09-PA MERCHANDISE	21.87
			524-05-50101-353-000	6/09-GO MERCHANDISE	13.94
			110-02-52203-382-000	6/09-FD#7 MERCHANDIS	9.83
			110-05-55109-382-000	6/09-PA MERCHANDISE	4.96
				..... CHECK TOTAL	339.16
87588	7/31	PLATINUM SYSTEMS	110-02-52101-316-000	ANTI-VIRUS SBS	2,216.68
87589	7/31	GUNTA & REAK, S.C.	110-09-56402-219-000	MEEKER V. KENOSHA	638.00
			110-09-56402-219-000	HARPER V. KENOSHA	503.50
			 CHECK TOTAL	1,141.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87590	7/31	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	7/31/09 SAL DEDUCT 7/31/09 HRLY DEDUCT CHECK TOTAL	9,369.37 1,797.39 11,166.76
87591	7/31	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000 110-00-21581-000-000	7/31/09 M.RIVERA 7/31/09 J.PETRILLO CHECK TOTAL	746.00 139.82 885.82
87592	7/31	ANAYA'S AUTO REPAIR	630-09-50101-393-000	7/09 #2453 REPAIRS	153.00
87593	7/31	LOCAL GOVERNMENT PROPERTY	501-09-50105-271-000	2008 VERMEER GRINDER	540.00
87594	7/31	GRAINGER	521-09-50101-249-000	7/09-AR PARTS/MATERI	344.12
87595	7/31	FABCO RENTS	403-11-50901-588-000	6/09 EQUIPMENT RENT	364.90
87596	7/31	PROCESSWORKS INC.	110-00-21578-000-000	7/28/09 CHECK REG	2,974.46
87597	7/31	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	7/09-PARTS/MATERIALS	183.47
87598	7/31	IAFF/NATIONWIDE	110-00-21574-000-000	7/16-31/09 CONTRIBS	20,989.49
87599	7/31	AFLAC	110-00-21535-000-000 110-00-21535-000-000 110-00-21536-000-000 110-00-21536-000-000	7/09 SAL DEDUCTS 6/19-7/10 HRLY DED 7/09 SAL DEDUCTS 6/19-7/10 HRLY DED CHECK TOTAL	1,896.45 521.56 397.00 237.00 3,052.01
87600	7/31	SPECTERA, INC.	110-00-21536-000-000	7/09 DEDUCTS	1,687.34
87601	7/31	STATE DISBURSEMENT	110-00-21581-000-000	7/31/09 S.WELLS	27.71
87602	7/31	SOUTHPORT CYCLERY	110-02-52103-344-000 110-02-52103-344-000	7/09-PARTS/REPAIRS 5/09-UNIT#249 PARTS/ CHECK TOTAL	50.00 37.99 87.99
87603	7/31	FIRST SUPPLY	110-05-55109-249-000	6/09 PA-SUPPLIES	49.45
87604	7/31	J D BENEFITS, INC	110-00-21517-000-000	7/16-31/09 DEDUCTS	9,694.39

START DATE FOR SUMMARY: 7/16 END DATE FOR SUMMARY: 7/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
87605	7/31	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	7/16-31/09 CONTRIBS	12,641.25
87606	7/31	IOD INCORPORATED	110-02-52102-219-000	7/09-#09-091744 MEDI	29.49
87607	7/31	CORVEL CORPORATION	110-09-56405-161-000	3/30/09 D WILFINGER	534.14
87608	7/31	MICELI, GIUSEPPE DPM	110-09-56405-161-000	3/30/09 D WILFINGER	47.70
87609	7/31	LGIP-INVESTMENTS CITY	110-00-11301-000-000	JULY SHCL LVY TX CR	9,574,761.54
			110-00-11301-000-000	JULY SHARED REVENUE	4,451,167.09
			110-00-11301-000-000	FIRST DOLLAR CR 2008	1,013,841.61
			110-00-11301-000-000	EXEMPT COMPUTER AIDS	314,388.00
			110-00-11301-000-000	TID #5 COMPUTER AID	20,680.00
			110-00-11301-000-000	TID #1 COMPUTER AID	19,175.00
			110-00-11301-000-000	TID #10 COMPUTR AID	6,462.00
			110-00-11301-000-000	TID #7 COMPUTER AID	5,697.00
			110-00-11301-000-000	TID #9 COMPUTER AID	3,759.00
			110-00-11301-000-000	TID #6 COMPUTER AID	2,033.00
			110-00-11301-000-000	TID #4 COMPUTER AID	1,461.00
				..... CHECK TOTAL	15,413,425.24
87610	7/31	MERRY YACHT INN	110-00-21109-000-000	5/09 ROOM TAX OVERPA	25.00
87611	7/31	GLITHERO, JESSE J	110-00-44709-000-000	BARTENDER LICENSE	50.00
87612	7/31	CHULENGARIAN, JACK	501-09-50101-433-000	OVERPAY SW ID#189	65.16
			501-09-50101-433-000	OVERPAY SW ID#190	22.24
				..... CHECK TOTAL	87.40
87613	7/31	ST. GERMAIN HEALTH	110-09-56402-219-000	JANKOVICH 12/27/06	20.00
87614	7/31	PIEKARSKI, MARLENE	110-09-56404-719-000	TOW FEE DOL 2/16/09	159.12
87615	7/31	LAMBRECHT, CRAIG	520-00-18705-000-000	7/6-10/09 BUS INSP	1,449.11
87616	7/31	TEMCO	420-11-50603-589-000	4/09 2916 SHERIDAN	7,538.55
			491-11-50801-219-000	4/09 PARRONE SITE	2,421.05
			420-11-50804-219-000	5/09 GENERAL	983.93
			420-11-50603-589-000	5/09 2916 SHERIDAN	652.95
			420-11-50804-219-000	4/09 FROST SITE	601.25
			445-11-50501-219-000	4/09 BRASS SITE	588.00
			420-11-50804-219-000	5/09 GENERAL	300.00
			491-11-50801-219-000	5/09 PARRONE SITE	231.50
			420-11-50603-589-000	5/09 4722 PHASE II	112.00
			420-11-50603-589-000	5/09 4710 PHASE II	112.00
			420-11-50804-219-000	5/09 FROST SITE	111.75
				..... CHECK TOTAL	13,652.98

GRAND TOTAL FOR PERIOD ***** 20,558,419.67