

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Wednesday, September 7, 2011 - 5:30 PM**  
**(PLEASE NOTE DATE OF MEETING)**

**Chairman: David F. Bogdala**                      **Vice Chair: Daniel L. Prozanski, Jr.**  
**Aldersperson: Katherine Marks**                      **Aldersperson: Eric J. Haugaard**  
**Aldersperson: Tod Ohnstad**                      **Aldersperson: Theodore Ruffalo**

**Call to Order**  
**Roll Call**

Approval of the minutes of the meeting held August 15, 2011.

1. Proposed Resolution to Levy a Special Assessment under Authority of Charter Ordinance No. 26, (as amended). Go to Backup
2. Proposed Resolution to Amend the City Capital Improvement Program for 2010 by Decreasing PK00-002 "Southport Beach House" Line "ADA Ramp" by \$60,000 and Creating PK00-002 "Southport Beach House" Line "Building Restoration Design" in the amount of \$75,000 with Outside Funding in the amount of \$15,000 for a Net Change of \$0. (Parks-Ayes:4; Noes:0) Go to Backup
3. Proposed Resolution to Amend the City (*of Kenosha*) Capital Improvement Program for 2010 by Decreasing SW10-002 "Creek Stabilization" Line "Engineering by \$65,000 and Creating SW10-002 "Pike River Monitoring" in the amount of \$94,192 with Outside Funding in the amount of \$29,192 For a Net Change of \$0. (SWU-Ayes:4; Noes:0) Go to Backup
4. Proposed Resolution by the Mayor to Establish a Fee Schedule for a Non-structural Demolition Permit. Go to Backup
5. 2011 CDBG Subgrantee Agreement for Urban League of Racine and Kenosha, Inc. (*Reducing Employment Barriers for the Homeless and Ex-Offenders*) (*Deferred 08/15/11*) Go to Backup
6. Approval of Contract by and between the City Transit and the County of Kenosha and its Department of Human Services, Division of Aging and Disability Services in the amount of \$25,000.00. (Transit-Ayes: 6; Noes:0) Go to Backup
7. HOME Program Agreement between the City and Celebre Place LLC for the Celebre Place Senior Residential Care Apartment Complex (*RCAC*) (*1870 27th Avenue, District #5*). (HOME-Ayes:6; Noes:0) Go to Backup
8. Disbursement Record #15 – \$6,071,539.48. Go to Backup
9. Request to Rescind Snow Removal Special Assessments:
  - a. Sandra Arneson, 4738 80<sup>th</sup> St. (*03-122-11-281-014*) \$125.00 (*Deferred 08/15/11*)
  - b. Steven Carpenter, 9608 67<sup>th</sup> St. (*03-122-05-300-011*) \$184.00 (*Deferred 08/15/11*)
  - c. Richard & Kristine Coshun, 7618-6th Ave. (*06-123-07-103-015*) \$239.00. Go to Backup
10. Update to NSI Investigation. Go to Backup

**CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

**Finance Committee  
Minutes of Meeting Held Monday, August 15, 2011\***

A meeting of the Finance Committee held on Monday, August 15, 2011 in Room 204 at the Kenosha Municipal Building was called to order at 5:31 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Haugaard, Ohnstad, Ruffalo and Marks. Alderperson Prozanski was previously excused. Staff present were: Carol Stancato, Director of Finance; John Morrissey, Chief of Police; Ronald Bartholomew, Police Department Captain; John Thomsen, Fire Chief; John Poltrock, Battalion Chief; Mike Lemens, Director of Engineering; Jeff Labahn, Director of City Development; Shelley Billingsley, Civil Engineer; Tony Geliche, Community Development Specialist; Paula Blise, Zoning Coordinator; Martha Swartz, Property Maintenance Inspector; and Alderpersons Anthony Nudo and Michael Orth.

**It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve the minutes of the meetings held July 18 and August 1, 2011. Motion carried unanimously. It was then moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to take Item #5 out of order. Motion carried unanimously. (See Item for action taken.)**

1. Proposed Ordinance by Alderpersons Anthony Nudo and Michael Orth to Repeal and Recreate Section 1.06 P. *of the Code of General Ordinances* Entitled "Legislative Commission". PUBLIC HEARING: Alderperson Nudo spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried (ayes: 4; noes: 1) with Alderperson Marks voting nay.**
2. Proposed Resolution To Levy 4 Special Assessment Resolutions Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
  - a. Grass and Weed Cutting - \$14,636.75
  - b. Trash & Debris Removal - \$275.00
  - c. Boarding & Securing - \$172.12
  - d. Property Maintenance Reinspection Fees - \$2,468.00 PUBLIC HEARING: No one spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo, to approve. Motion carried unanimously.**
3. Proposed Resolution to Correct Resolution #061-11 for Hazardous Sidewalk and/or Driveway Approaches (*Project #10-1208 Sidewalk & Curb/Gutter Program*) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
4. Requests to Rescind Snow Removal Special Assessments:
  - a. Sandra Arneson, 4738-80<sup>th</sup> St (*03-122-11-281-014*) \$125.00
  - b. Steven Carpenter, 9608-67<sup>th</sup> St (*03-122-05-300-011*) \$184.00 PUBLIC HEARING: Mike Lemens, Director of Engineering, and Martha Swartz, Property Maintenance Inspector, spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to defer for two weeks. Motion carried unanimously.**
5. 2011 CDBG Subgrantee Agreements:
  - a) Spanish Center of Southeastern WI, Inc. - (*Community Outreach Interpretations/Translation Services*)
  - b) New Song Ministries, Inc. - (*Re-Entry Services Program*)
  - c) Kenosha Community Sailing Center - (*Sailing Program*)
  - d) Kenosha Area Family & Aging Services, Inc. - (*Volunteer Transportation Service*)
  - e) Oasis Youth Center - (*Expansion of Youth Services*)
  - f) Kenosha Literacy Council, Inc. - (*Adult Literacy Programming*)
  - g) Urban League of Racine and Kenosha, Inc. - (*Reducing Employment Barriers for the Homeless and Ex-Offenders*)
  - h) HOPE Council, Inc. - (*Offender to Opportunity: Workforce Readiness Program*)
  - i) Boys & Girls Club of Kenosha - (*Summer Youth Employment Program*)
  - j) Women & Children's Horizons - (*Legal Advocacy Program - Legal Coordinator*)
  - k) Shalom Center - (*Emergency Family Shelter*)
  - l) ELCA Urban Outreach Center - (*Helping Residents become Self-Sufficient*)
  - m) Kenosha YMCA - (*Frank Neighborhood Project*)

- n) Urban League of Racine and Kenosha, Inc. - (*Facility Improvement – New Roof*)  
o) Kenosha Human Development Services, Inc., - (*Tuck-Point/Paint - Community Services Building*)  
p) Carpenter's Home Improvement Inc. - (*Carpentry Career & Technical Education Program*)  
q) Kenosha Community Health Center, Inc. - (*Second Floor Dental Expansion Project*)  
r) Kenosha Community Health Center, Inc. - (*Boys & Girls Club Medical Clinic w/Behavioral Health Expansion*)  
s) WI Women's Business Initiative Corp. - (*Micro-enterprise Technical Assistance/Loans*) PUBLIC HEARING: Tony Geliche, Community Development Specialist, spoke. A representative for Item g. was present. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve a. through f. and h. through s. Motion carried unanimously. Chairman Bogdala passed the gavel and made a motion to defer item g. Alderperson Ruffalo seconded the motion. Motion carried (ayes: 4; noes:1) with Alderperson Marks voting nay.**
6. Grant Agreement Between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City for Southport Beach House Restoration Enhancements. (*District 3*) PUBLIC HEARING: Shelley Billingsley, Civil Engineer, spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
7. Grant Agreement Between the State of Wisconsin Department of Administration Division of Intergovernmental Relations Wisconsin Coastal Management Program and the City for Monitoring Pike River. (*District 1*) PUBLIC HEARING: Shelley Billingsley spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
8. Approval of Contract for SeeClickFix. PUBLIC HEARING: Mike Lemens, Director of Engineering, spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to approve. Motion carried (ayes: 4; noes:1) with Alderperson Marks voting nay.**
9. Disbursement Record #14 – \$4,641,142.93. PUBLIC HEARING: Carol Stancato, Director of Finance, spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to approve. Motion carried unanimously.**
10. Presentation: Proposed System Software Update for Kenosha Joint Services Operations. PUBLIC HEARING: Captain Ronald Bartholomew introduced Mr. Ralph Evans, CEO of Evans Associates, who presented a slide show overview of the proposed system and answered questions. Carol Stancato, Director of Finance; John Thomsen, Fire Chief; and John Morrissey, Police Chief, spoke.
11. Update to NSI Investigation. **Chairman Bogdala passed the gavel and made a motion to defer to the next meeting. Alderperson Haugaard seconded the motion. Motion carried unanimously.**

ALDERPERSON COMMENTS: Alderperson Marks spoke regarding Item #10 and Alderperson Ruffalo spoke regarding Items #8 and #10.

**There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:00 pm.**

**\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Wednesday, September 7, 2011.**

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON FINANCE

**TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN**

**WHEREAS**, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

**WHEREAS**, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

**WHEREAS**, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by report from the Health Department dated August 1, 2011, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Six Thousand Two Hundred Thirty-Two Dollars and three cents (\$6,232.03) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

Date: \_\_\_\_\_

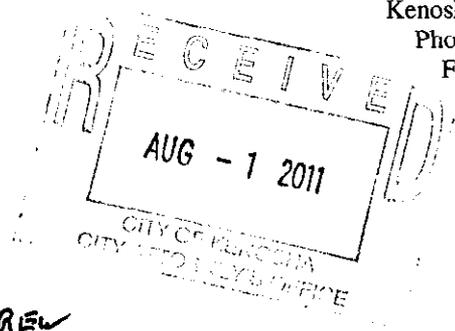
Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



# County of Kenosha

John T. Jansen, Director  
Department of Human Services

Division of Health  
Cynthia Johnson, Director  
8600 Sheridan Rd., Suite 600  
Kenosha, WI 53143-6515  
Phone: (262) 605-6700  
Fax: (262) 605-6715



DATE: August 1, 2011

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director *REW*

RE: Request of special assessments for the following properties, as per Charter Ordinance Number 26 - City of Kenosha

1.)	<b>1710 15th St</b>	PARCEL #	10-223-18-277-016
	<b><u>OWNER OF RECORD:</u></b> ROC Enterprises LLC 9043 16th Av Kenosha WI 53143	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	255.00
		Certified Mail	6.15
		Newspaper Posting	
	Cleanup Date: 5/2/2011	<b>TOTAL:</b>	<b>336.15</b>
2.)	<b>2101 55th St</b>	PARCEL #	12-223-31-334-013
	<b><u>OWNER OF RECORD:</u></b> Angel Contreras 2101 55th St Kenosha WI 53140	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	125.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 5/6/2011	<b>TOTAL:</b>	<b>200.00</b>
3.)	<b>6550 7th Av</b>	PARCEL #	05-123-06-180-005
	<b><u>OWNER OF RECORD:</u></b> Larry Ancona 8123 56th Av Kenosha WI 53142	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	145.00
		Certified Mail	
		Newspaper Posting	
	Cleanup Date: 5/6/2011	<b>TOTAL:</b>	<b>220.00</b>
4.)	<b>4509 10th Av</b>	PARCEL #	12-223-31-128-006
	<b><u>OWNER OF RECORD:</u></b> William Aillsopp P O Box 236 Wilmot WI 53192	<b><u>ASSESSMENT:</u></b>	
		Administrative Fee	75.00
		Clean up	335.00
		Certified Mail	6.15
		Newspaper Posting	
	Cleanup Date: 5/10/2011	<b>TOTAL:</b>	<b>416.15</b>

5.)	<b>4210 5th Av</b>	PARCEL #	11-223-30-480-012
	<b><u>OWNER OF RECORD:</u></b> Deutsche Bank National Trust 4600 Regent Blvd STE 200 Irving TX 75063	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 405.00  <u>          </u>
	Cleanup Date: 5/12/2011	<b>TOTAL:</b>	<b><u>480.00</u></b>
6.)	<b>3607 14th Av</b>	PARCEL #	11-223-30-289-009
	<b><u>OWNER OF RECORD:</u></b> Jennifer Heiring 1535 48th Ct Kenosha WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 115.00  <u>          </u>
	Cleanup Date: 5/12/2011	<b>TOTAL:</b>	<b><u>190.00</u></b>
7.)	<b>3920 14th Av</b>	PARCEL #	11-223-30-302-015
	<b><u>OWNER OF RECORD:</u></b> Anthony J Infusino Jr 2319 2nd Cir Kenosha WI 53140	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 115.00  <u>          </u>
	Cleanup Date: 5/12/2011	<b>TOTAL:</b>	<b><u>190.00</u></b>
8.)	<b>4010 11th Av</b>	PARCEL #	11-223-30-431-003
	<b><u>OWNER OF RECORD:</u></b> Ryan O'Day & Jamie Cleveland 2500 Spyglass CT Edwardsville IL 62025	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 395.00  <u>          </u>
	Cleanup Date: 5/26/2011	<b>TOTAL:</b>	<b><u>470.00</u></b>
9.)	<b>2312 71st St</b>	PARCEL #	01-122-01-405-030
	<b><u>OWNER OF RECORD:</u></b> Norman Nolen Trust 13324 128th St Kenosha WI 53142	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 100.00  <u>          </u>
	Cleanup Date: 5/20/2011	<b>TOTAL:</b>	<b><u>175.00</u></b>
10.)	<b>6018 59th Av</b>	PARCEL #	03-122-03-104-028
	<b><u>OWNER OF RECORD:</u></b> Amy Washburn 6018 59th Av Kenosha WI 53142	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 260.00  <u>          </u>
	Cleanup Date: 6/6/2011	<b>TOTAL:</b>	<b><u>335.00</u></b>

11.)	<b>1831 15th Av</b>	PARCEL #	10-223-19-201-014
	<b><u>OWNER OF RECORD:</u></b> Marlyn & Linda Tebelius 1831 15th Av Kenosha WI 53140	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 355.00   <u>430.00</u>
	Cleanup Date: 6/7/2011		
12.)	<b>4225 32nd Av</b>	PARCEL #	07-222-25-377-012
	<b><u>OWNER OF RECORD:</u></b> Tadd W Gasser 4225 32nd Av Kenosha WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 300.00 6.15  <u>381.15</u>
	Cleanup Date: 6/9/2011		
13.)	<b>5010 28th Av</b>	PARCEL #	09-222-36-152-016
	<b><u>OWNER OF RECORD:</u></b> Edward Habel 4237 54th Av Kenosha WI 53144	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 100.00   <u>175.00</u>
	Cleanup Date: 6/15/2011		
14.)	<b>1413 61st St</b>	PARCEL #	05-123-06-206-002
	<b><u>OWNER OF RECORD:</u></b> Shelby Rielly 1413 61st St Kenosha WI 53143	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 255.00   <u>330.00</u>
	Cleanup Date: 6/15/2011		
15.)	<b>7204 60th Av</b>	PARCEL #	03-122-03-428-017
	<b><u>OWNER OF RECORD:</u></b> US Bank 888 E Walnut St Pasadena CA 91101	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 185.00   <u>260.00</u>
	Cleanup Date: 6/15/2011		
16.)	<b>2415 48th St</b>	PARCEL #	09-222-36-108-001
	<b><u>OWNER OF RECORD:</u></b> Heidi & Anthony Bell 2415 48th St Kenosha WI 53140	<b><u>ASSESSMENT:</u></b> Administrative Fee Clean up Certified Mail Newspaper Posting <b>TOTAL:</b>	75.00 255.00 6.15 21.28 <u>357.43</u>
	Cleanup Date: 6/22/2011		

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17.) **6352 25th Av** PARCEL # 01-122-01-179-018

**OWNER OF RECORD:**

Robin Loring  
6124 54th Av  
Kenosha WI 53142

Cleanup Date: 6/22/2011

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 85.00  
Certified Mail  
Newspaper Posting

**TOTAL:** 160.00

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18.) **6625 22nd Av** PARCEL # 05-123-06-257-013

**OWNER OF RECORD:**

Todd & Robin Josko  
6625 22nd Av  
Kenosha WI 53143

Cleanup Date: 6/22/2011

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 285.00  
Certified Mail 6.15  
Newspaper Posting

**TOTAL:** 366.15

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19.) **9900 15th Av** PARCEL # 06-123-18-304-017

**OWNER OF RECORD:**

Robert Seal  
8619 C Cooper Rd  
Pleasant Prairie WI 53158

Cleanup Date: 6/23/2011

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 465.00  
Certified Mail  
Newspaper Posting

**TOTAL:** 540.00

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20.) **6926 31st Av** PARCEL # 01-122-01-304-010

**OWNER OF RECORD:**

Gary Wember  
5616 38th Av  
Kenosha WI 53144

Cleanup Date: 6/23/2011

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 145.00  
Certified Mail  
Newspaper Posting

**TOTAL:** 220.00

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<b>CHARTER 26 TOTAL</b>	<b>\$ 6,232.03</b>
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RESOLUTION NO. \_\_\_\_\_

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2010  
 By Decreasing PK00-002 "Southport Beach House" Line "ADA Ramp" by \$60,000 and  
 Creating PK00-002 "Southport Beach House" Line "Building Restoration Design" in the Amount of  
 \$75,000 With Outside Funding in the Amount of \$15,000 For a Net Change of \$0

WHEREAS, the City of Kenosha has an opportunity to receive a \$15,000 coastal  
 management grant for Southport Beach House restoration enhancements requiring a match of  
 \$15,000 of city funds ; and

WHEREAS, it has been determined that the 6/30/11 storm damage to the Southport Beach  
 house roof will require design work to determine the necessary repairs; and

WHEREAS, the above amendment to the Capital Improvement Program has been  
 approved by the Park Commission on August 29, 2011 and the Finance Committee on September  
 7, 2011;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK 00-002	Southport Beach House – ADA Ramp	93,000	-60,000	33,000
PK 00-002	Southport Beach House – Building Restoration Design	-0-	75,000	75,000
PK 00-002	Southport Beach House- Building Restoration Design – Outside Funding	-0-	(15,000)	(15,000)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Approved:

\_\_\_\_\_  
 KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
 MICHAEL HIGGINS, CITY CLERK-TREASURER

(CIPPK00-002.8.24.11/RES11)

RESOLUTION NO. \_\_\_\_\_

BY: Finance Committee  
Stormwater Utility Committee

To Amend the City of Kenosha Capital Improvement Program for 2010  
By Decreasing SW10-002 "Creek Stabilization" Line "Engineering by \$65,000 and  
Creating SW10-002 "Pike River Monitoring" in the Amount of \$94,192 With Outside Funding in the  
Amount of \$29,192 For a Net Change of \$0

WHEREAS, the City of Kenosha has an opportunity to receive a \$29,192 coastal management grant for monitoring pollutants in the Pike River Watershed and Lake Michigan coast line requiring a match of \$29,192 of city funds in addition to staff engineering time; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Storm Water Committee on August 31, 2011 and the Finance Committee on September 7, 2011;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
SW10-002	Creek Stabilization – Engineering	68,196	-65,000	3,196
SW10-002	Pike River Monitoring	-0-	94,192	94,192
SW10-002	Pike River Monitoring – Outside Funding	-0-	(29,192)	(29,192)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
MICHAEL HIGGINS, CITY CLERK-TREASURER

(CIPSW10002.8.24.11/RES11)



City of Kenosha  
Department of Neighborhood Services and Inspections  
625 52nd Street, Room 100, Kenosha, WI 53140  
Phone: 262.653.4263, Fax: 262.653.4254

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Building Inspection

Property Maintenance

Zoning Enforcement

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**TO:** City of Kenosha Common Council Members

**FROM:** Jeff Labahn, Interim Director  
Department of Neighborhood Services and Inspections

**SUBJECT:** Resolution to Establish a Fee Schedule for a Non-structural Demolition Permit

**DATE:** August 29, 2011

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The Common Council previously adopted ordinance #8-11, which requires a permit to be obtained before salvageable material can be removed from a vacant industrial building which is greater than 50,000 square feet. The attached resolution establishes a fee structure as required by the original ordinance. The recommended fee structure, similar to other building permit fees, includes a base permit fee plus a plan review fee graduated by building size.

JLB:saz  
Attachment

RESOLUTION NO. \_\_\_\_ -11

BY: Mayor

To Establish A Fee Schedule for a  
Non-Structural Demolition Permit

WHEREAS, the Common Council adopted Ordinance 8-11, which established requirements for non-structural demolition of certain vacant industrial buildings; and,

WHEREAS, said ordinance provided for a fee schedule to be established by Resolution of the Common Council;

NOW, THEREFORE, BE IT RESOLVED that the following schedule of fees is established for a Non-Structural Demolition Permit in accordance with section 13.0112 of the Code of General Ordinances

Non-Structural Demolition Fee	\$500.00
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AND

Plan Review Fee	
50,000 - 75,000 square feet	\$1,140.00
75,001 - 100,000 square feet	\$1,260.00
100,001 - 200,000 square feet	\$1,380.00
Over 200,000 square feet	\$1,800.00

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011

Approved:

\_\_\_\_\_, Mayor  
Keith Bosman

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Michael Higgins

Drafted by:  
Department of Neighborhood Services and Inspections

/saz

**ORDINANCE NO. 8-11**

**BY: MAYOR**

**TO CREATE SECTION 13.0112 OF THE CODE OF GENERAL ORDINANCES ENTITLED NON-STRUCTURAL DEMOLITION**

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

**Section One:** Section 13.0112 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**13.0112 Non-Structural Demolition**

**A. Definitions.**

**Code Official.** The Director of Neighborhood Services and Inspections Department or his/her designee.

**Salvage.** To remove salvageable material from a vacated building for other than personal re-use by the owner of the real estate from which it was removed, without immediate functional replacement thereof. The phrase "immediate functional replacement thereof" includes without limitation functional replacement that occurs as a part of a remodeling process over time pursuant to a valid and subsisting building permit.

**Salvageable Material.** Real or tangible personal property that:

1. was man-made;
2. was affixed with respect to real property;
3. is detachable from real property; and
4. has a resale value, either for re-use or as scrap.

**Vacated Building.** A building or structure having occupiable space of over fifty thousand square feet (50,000 sq.) that had a principal industrial use as its most recent use allowed by law, which principal industrial use has ceased.

**B. Permit.** No person may salvage from a Vacated Building without first obtaining a permit therefor from the Common Council.

**C. Permit Application.**

1. **Form.** Application for a permit, whether initial or renewal, shall be filed with the City Clerk on forms created by the Code Official and provided by the City. The application for a permit shall at a minimum comply with Section 9.05 of the Code of General Ordinances for the City of Kenosha. The Code Official may require additional information of a specific applicant.

2. **Fees.** A permit fee must accompany the application. Permit fees shall be established by the Kenosha Common Council by resolution.

**D. Permit Grant**

The Common Council may consider the permit application only after receiving the recommendation of the Public Safety and Welfare Committee.

Prior to making its recommendation to grant or deny the application, the Public Safety and Welfare Committee shall consider: the application; the report, if any, of the Code Official; the expertise of the applicant; the effect of the proposed operation on the surrounding neighborhood; the effect on the City of having a stripped structure remain if the structure is not proposed to be immediately razed or immediately renovated; the presentation, if any, of the applicant; the comments of the public; and such other matters germane to the decision.

In making a recommendation to grant, the Public Safety and Welfare Committee shall address the following matters: the amount of the Irrevocable Letter of Credit to be required by the Common Council of the

permittee as a condition of issuance of the permit and as a requirement of operation; other State or local permits as required by law, rule, or regulation that must be obtained as a condition of issuance of the permit or as a condition of operation; reasonable special operating requirements to be required of the permittee in addition to those listed in subsection D, herein; and such other matters or limitations as the Public Safety and Welfare Committee determines is necessary to protect the public interest.

**E. Irrevocable Letter of Credit.**

As a condition of issuance by the City Clerk of the permit, the permittee shall post a Irrevocable Letter of Credit with the City in an amount required by the Common Council and in a form approved by the City Attorney. The Irrevocable Letter of Credit shall guarantee of performance by permittee. The Irrevocable Letter of Credit must be issued by a financial institution certified by the state to conduct such business within the state of Wisconsin, allowing for direct draw by the City on demand without court action and without approval by permittee, to complete work or to repair damage that was the obligation of the permittee. The Irrevocable Letter of Credit must contain as a part of its provisions that it remains as an obligation to the City for no less than one year after completion of the last act by permittee of salvage or after the expiration of a permit issued under this section to the permittee, whichever is later. In considering the amount of the Irrevocable Letter of Credit, the Common Council shall consider: the recommendation, if any, of the Code Official; the expertise of the applicant; the longevity of the applicant; the capitalization of the applicant; the scope of the proposed project; the possible environmental hazards that could be created; the effect of the proposed operation on the surrounding neighborhood; the cost of remediation on the City should the City have to address any matter due to the unwillingness or inability of the permittee to complete its obligations.

**F. Permit Term.**

1. **Initial term.** The initial term for permits issued under this section shall be valid for a period of one hundred eighty (180) days from the date of issue.
2. **Renewal term.** A permit issued to the applicant is personal to the applicant and limited to the term granted. The permittee may not have an expectation in the renewal of the permit. The permits may be renewed at the discretion of the Common Council upon application of a permit holder, filed with the City Clerk prior to expiration of the initial term or any renewal terms. Each renewal may be granted for up to sixty (60) additional days.

**G. General Operating Requirements.** The following general operating requirements shall apply to all permit holders in accordance with the provisions of the ordinance.

1. The permit issued pursuant to this ordinance shall be plainly displayed on the premises upon which the building is located.
2. The building and premises shall, at all times be maintained in as clean, neat, and sanitary of a condition as such premises will reasonably permit.
3. No garbage, refuse, or other waste liable to give off a foul odor or attract vermin shall be kept on the premises, except for domestic garbage which shall be kept in containers which are, in the opinion of the Code Official or the Health Administrator, rodent-proof, and removed from the premises as often as is necessary to provide a sanitary environment.
4. Work done under this permit is subject to inspection by the Code Official.
5. An applicant for a permit shall maintain proof of insurance policies in the following minimum amounts, naming the City as additional insured:

**a. Automobile Liability (Owned, non-owned, leased)**

- (1) **Bodily Injury:**  
\$2,000,000.00 each occurrence
- (2) **Property Damage:**  
\$2,000,000.00 each occurrence.

**b. Pollution Legal Liability:**

\$5,000,000.00 each loss where asbestos removal, environmental process, abatement, remediation, or dumping/disposal in a Federal or State regulated facility is required.

**c. Workers' Compensation: Statutory Limits**

**(1) Employer's Liability**

- \$500,000.00 Each Accident
- \$500,000.00 Disease, Each Employee
- \$1,000,000.00 Disease, Policy Limit

**d. Umbrella Liability**

\$2,000,000.00 over the primary insurance coverages listed above.

6. No scrap salvage or debris which is temporarily stored on the premises shall be allowed to rest or protrude over any public street, walkway, or curb or become scattered about or blown off the premises.
7. No mechanized process whatsoever shall be utilized on premises to reduce salvageable material or debris in volume. Such prohibited mechanized processes include, but are not limited to, crushers or shredders.
8. There shall be strict compliance with Chapter XXII of the Code of General Ordinances, "Noise Control".
9. No premises or building subject to a permit shall be allowed to become a public nuisance or be operated in such a manner as to adversely affect the public health, safety, or welfare.
10. There shall be full compliance with City Building, Fire and Health Codes and with all other City, County, State and Federal laws, rules or regulations which may be applicable.
11. The permit holder shall, during the salvage process, maintain the work site in a safe and secure condition.
12. The permit holder shall dispose of building debris in a licensed landfill, except for salvaged materials. At any time, the permit holder shall produce to the Code Official receipts and/or an itemized list of debris disposed of by dumping or salvage.
13. The permit holder shall be responsible for disconnections of utilities, including plumbing and electrical, necessary for the salvaging process, and shall provide evidence that the necessary disconnections have been accomplished.
14. The Irrevocable Letter of Credit imposed as a condition of issuance of the permit shall be maintained.
15. Permittee shall comply with all orders of the Common Council imposed at the granting of the permit or at any other time.

**H. Inspections.** Permit holders and property owners shall permit authorized representatives of any Department of the City having enforcement powers to inspect the premises proposed to be permitted, with or without advanced notice, as often as may be required to permit said Departments to perform their duties and assure compliance with this ordinance, without first obtaining a special inspection warrant. Inspections shall be made during normal hours of business operation in the absence of emergency circumstances which require prompt action to protect the public health, safety and welfare or to preserve evidence of noncompliance with this ordinance. The unreasonable failure to permit inspections shall be grounds for permit denial, suspension or revocation.

**I. Summary Suspension.**

If in the opinion of the Code Official, the public is subject to imminent danger due to the violation by the permittee of any one or combination of more than one of the General Operating Requirements, the Code Official shall issue an order to the permittee requiring immediate cessation of those operations implicating the imminent danger. Pursuant to such order, the permittee shall cause such operations to cease as directed by the Code Official. Failure to maintain insurance as required, to maintain the Irrevocable Letter of Credit as required, or to permit inspection as required are each per se violations implicating imminent danger to the public necessitating an order to cease all operations.

In the event that an order to the permittee requiring immediate cessation is issued by the Code Official, such order shall be considered by the Public Safety and Welfare Committee of the Common Council no later than at its next regular meeting. The Public Safety and Welfare Committee, after hearing from the Code Official, the permittee, and the public, shall affirm the order, reverse the order, or modify the order. The decision of the Public Safety and Welfare Committee may be appealed to the Common Council by either the Code Official or the permittee.

**J. Non-renewal or Revocation Disciplinary Hearings.** Disciplinary hearings, including nonrenewal,

suspension and revocation hearings, shall be held before the Public Safety and Welfare Committee, which shall submit a report to the Common Council, including Findings of Fact, Conclusions of Law and a recommendation as to what action, if any, the Common Council should take with respect to the Permit. The Public Safety and Welfare Committee shall provide the Code Official and the permittee with a copy of the report. Either the Code Official or permittee may make an objection, orally or in writing, to the report and shall have the opportunity to present arguments supporting the objection to the Common Council. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both. If the Common Council, after considering the Committee's report and any arguments presented by the Code Official and permittee, finds the complaint to be true, or if there is no objection to a report recommending a suspension, revocation or nonrenewal, the permittee shall be suspended, revoked or not renewed as provided by law. If the Common Council finds the complaint untrue, the proceedings shall be dismissed without cost to the accused. The City Clerk shall give notice of each suspension, revocation or nonrenewal to the party whose Permit is affected.

**K. Transferability.** Permits issued hereunder are personal to the applicant and are not transferable from person to person. Permits issued hereunder are issued to a particular site and are not transferable from place to place.

**L. Enforcement.** The Director of the Department of Neighborhood Services and Inspections shall have the primary responsibility to enforce this ordinance.

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

ATTEST:  Deputy City Clerk  
Debra M. Salas

APPROVED:  Mayor  
Keith G. Bosman

Passed: February 7, 2011

Published: February 11, 2011

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

DEPARTMENT OF CITY DEVELOPMENT  
625 - 52<sup>ND</sup> STREET - ROOM 308  
KENOSHA, WISCONSIN 53140  
(262) 653-4030  
FAX (262) 653-4045  
[www.kenosha.org](http://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  
Members of the Finance Committee  
Members of the Common Council

**FROM:** Anthony Geliche, Community Development Specialist *A.G.*

**RE:** Urban League 2011 CDBG Subgrantee Agreement  
*Reducing Employment Barriers for the Homeless and Ex-Offenders*

**DATE:** August 29, 2011

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The Subgrantee Agreement for the Urban League was deferred at the Finance Committee and Common Council meetings on August 15, 2011.

The 2011 Community Development Block Grant (CDBG) Program was approved by the Common Council on February 21, 2011.

This Agreement is for \$4,154 for the period of July 1, 2011 to June 30, 2012 to administer the program called *Reducing Employment Barriers for the Homeless and Ex-Offenders*.

Attached is a letter from the Urban League and the Agreement for the use of the CDBG funds.

If you have any questions, please contact me at 653-4039 or via email at [tgeliche@kenosha.org](mailto:tgeliche@kenosha.org).

TG:kas  
Attachment



National  
Urban League

Empowering Communities.  
Changing Lives

## **URBAN LEAGUE** of Racine and Kenosha, Inc.

*An affiliate of the National Urban League*

718 N. Memorial Dr., Racine, WI 53404 \* Ph 262-637-8532 \* Fax 262-637-8634  
1418-68<sup>th</sup> St., Kenosha, WI 53143 \* Ph 262-652-2111 \* Fax 262-652-7044

August 19, 2011

Mr. Anthony Geliche  
Dept. of City Development  
625-52<sup>nd</sup> St.  
Kenosha WI 53140

Re: Urban League's program proposal Fiscal Year 2011 funding

Dear Mr. Geliche:

This letter is response to a question raised by Alderman David Bogdala during the Finance Committee meeting on August 15, 2011. I understand the question raised was how the Urban League program differs from the Hope Council program. To best answer the question, I conferred with Guida Brown, Executive Director of Hope Council. We discussed our programs and agreed they are not a duplication of services. We arrived at the following set of differences:

- Hope Council partners with Racine Vocational Ministries and the Job Center; *the Urban League will partner with the Options Residential facility at 6755-14<sup>th</sup> Avenue in Kenosha (Genesis Behavioral Services), Walkin in My Shoes at 2211-50<sup>th</sup> St, Kenosha, and Department of Corrections (Community Corrections Employment Program).*
- Hope Council program focuses on soft skills, interviews, resumes, first time computer users and job readiness; *the Urban League program will focus on literacy and academic refresher classes to include math and reading web-based software intervention lessons.*
- Hope Council has a 6 station computer lab; *the Urban League has 13 computers accessible to program participants and the public. Our computers have web-based software valued at \$1,000 per license and we are a pilot site for a CSC Learning initiative for 12 months.*
- The Urban League's primary target group is residents of District 8 which includes the Lincoln Neighborhood. Our program will be bilingual in English and Spanish.

Ms. Brown and I will reciprocate with referrals. She would refer her participants who are deficient in Math and Reading to our program; and we will refer participants in need soft skills training and resumes to her program.

I will be happy to address any other questions at the September 7th Finance Committee.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Yolanda Adams'.

Yolanda Adams  
President and CEO

## SUB-GRANTEE AGREEMENT

**THIS AGREEMENT**, is entered into on the **15th** day of **August 2011**, by and between **Urban League of Racine and Kenosha, 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, all in accordance with the terms and conditions of this Contract to begin no earlier than **July 1, 2011**, and continue through **June 30, 2012**.

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

A. Use of Funds

The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development regulations. Said funds shall be used for funding of the **Reducing Employment Barriers for the Homeless and Ex-Offenders** 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 **\$4,154.00** inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required.

C. Program Income

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

III. **DELIVERABLE ITEMS.**

A. Financial Information and Reports

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

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

B. Performance/Compliance Information

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

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

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

C. Reporting Requirements

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

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

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

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

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

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

IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than **June 30, 2012** which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance

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

B. Place of Performance

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

C. Additional Fringe or Employee Benefits

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

D. Taxes, Social Security and Government Reporting

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

E. Subcontracting

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

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

A. Cost Incurred

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

B. Payment Policies and Procedures

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

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

C. Reversion of Funds and Assets

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

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

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

*Urban League of Racine and Kenosha, Inc.  
718 N. Memorial Drive  
Racine, WI 53404  
Attention: Yolanda Santos Adams at 262.898.9066*

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 Sub-part K of the CDBG Regulations except that:
1. The CONTRACTOR does not assume the City's environmental responsibilities described at Section 570.604 of the CDBG Regulations;
  2. The CONTRACTOR does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- E. Any publicity generated by CONTRACTOR for the project funded pursuant to this Agreement or for one year thereafter, will make reference to the contribution of the City of Kenosha in making the project possible. The words "City of Kenosha" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Part II is Attached   X  

Not Applicable           

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

CITY OF KENOSHA,  
A Municipal Corporation

CONTRACTOR

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

By: \_\_\_\_\_  
Board President

Countersigned:

Countersigned:

By: \_\_\_\_\_  
Michael Higgins, Clerk/Treasurer/Assessor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PART II****TERMS AND CONDITIONS FOR FEDERAL ASSISTANCE, AID OR GRANTS**

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

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

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

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

Exhibit A

BUDGET

Urban League of Racine and Kenosha, Inc.  
Reducing Employment Barriers for the Homeless and Ex-Offenders

Salaries and fringe benefits	\$4,154.00
<b>TOTAL</b>	<b>\$4,154.00</b>

**Exhibit B****SCOPE OF SERVICES****Urban League of Racine and Kenosha, Inc.  
Reducing Employment Barriers for the Homeless and Ex-Offenders****A. General Description of Services**

1. Utilize funds to provide staff to offer classes and pre-employment training to reduce employment barriers facing homeless persons and ex-offenders so they are able to achieve earnings sufficient to live independently.
2. The following goals shall result in the use of the funds:
  - a. Participants will be evaluated for program eligibility.
  - b. Participants will participate in math refresher classes, financial literacy workshops and/or pre-employment training for the purpose of preparing them for sustainable employment.
  - c. Participants will successfully meet the goals of their individual training plan.

**B. Additional Provisions**

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

**C. Measurable Outcomes**

1. Minimum of 20 persons will attend an orientation and assessment of program eligibility.
2. 20 persons over a 12-month period will participate in math refresher classes, financial literacy workshops and/or pre-employment training for the purpose of preparing them for sustainable employment.
3. 16 persons will successfully meet the goals of their individual training plan.
4. Report the number of persons assisted:
  - a. That have new access to the services.
  - b. That have improved access to the services.
  - c. That no longer have access to a substandard service (if funds used to meet a quality standard , or to measurably improve quality).

**Exhibit 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:	Urban League of Racine and Kenosha, Inc.
Program:	Reducing Employment Barriers for the Homeless and Ex-Offenders
Contact Person:	Yolanda Santos Adams
Quarter:	
Date Submitted:	
Submitted To:	

2011 INCOME LIMITS			
Number in Household	Extremely Low Income 30%	Very Low Income 50%	Low Income 80%
1	\$14,950	\$24,900	\$39,850
2	\$17,100	\$28,450	\$45,550
3	\$19,250	\$32,000	\$51,250
4	\$21,350	\$35,550	\$56,900
5	\$23,100	\$38,400	\$61,500
6	\$24,800	\$41,250	\$66,050
7	\$26,500	\$44,100	\$70,600
8	\$28,200	\$46,950	\$75,150

	1	2	3	YTD	4	5	6	YTD	7	8	9	YTD	10	11	12	YTD
<b>SERVICE LEVEL</b>																
<b>ACTIVE BEGINNING OF PERIOD</b>																
OPENED																
CLOSED																
<b>ACTIVE END OF PERIOD</b>																
<b>NUMBER SERVED</b>																

**FIRST MONTH: ENTER DATA FOR EVERY PARTICIPANT SERVED BY YOUR PROGRAM DURING THE MONTH.**

**SECOND THRU TWELFTH MONTH: ENTER DATA FOR NEW PARTICIPANTS ONLY.**

	1 ALL	2 NEW	3 NEW	YTD	4 NEW	5 NEW	6 NEW	YTD	7 NEW	8 NEW	9 NEW	YTD	10 NEW	11 NEW	12 NEW	YTD
<b><i>HOUSEHOLD INCOME</i></b>																
ZERO INCOME																
EXTREMELY LOW																
VERY LOW INCOME																
LOW INCOME																
ABOVE LOW INCOME																
<b>TOTAL HOUSEHOLDS</b>																

<b><i>FEMALE HEAD OF HOUSEHOLD</i></b>																
FEMALE HEAD OF HOUSEHOLD																
<b>TOTAL PARTICIPANTS</b>																

<b><i>RACE (INCLUDING HISPANIC ORIGIN)</i></b>																
<b>WHITE</b>																
HISPANIC ORIGIN																
<b>BLACK/AFRICAN AMERICAN</b>																
HISPANIC ORIGIN																
<b>ASIAN</b>																
HISPANIC ORIGIN																
<b>NATIVE AMERICAN</b>																
HISPANIC ORIGIN																
<b>AFRICAN AMERICAN &amp; WHITE</b>																
HISPANIC ORIGIN																
<b>OTHER</b>																
HISPANIC ORIGIN																
<b>TOTAL RACE</b>																
<b>TOTAL HISPANIC ORIGIN</b>																

**Exhibit F**

Return to:

City of Kenosha - Department of City Development  
 Municipal Building, 625 52nd Street, Room 308  
 Kenosha, Wisconsin 53140

*Sub-Recipient's Invoice Form - Line Item Reimbursement*

City of Kenosha Contact: <i>Tony Geliche</i>	Phone Number: <i>653.4039</i>
Sub-Recipient's Name: <i>Urban League of Racine and Kenosha, Inc.</i>	Invoice Number:
Sub-Recipient's Address: <i>718 N. Memorial Drive, Racine, WI 53404</i>	Invoice Period:
Project/Program Name: <i>Reducing Employment Barriers for the Homeless and Ex-Offenders</i>	Contract Number:
Contact Person's Name & Phone Number: <i>Yolanda Santos Adams @ 262.898.9066</i>	Contract Period: <i>7/1/11 to 6/30/12</i>
<b>Expenditure Description</b> (Attach additional sheets if necessary)	<b>Total Cost</b>
<b>AMOUNT OF CDBG FUNDS REQUESTED</b>	

	CDBG	Other		Total
A. Contract Budget	<i>\$4,154.00</i>	\$	\$	\$
B. Reimbursements to Date				
C. Amount of this Request				
D. Contract Budget Balance A-B-C=D				

**INVOICE CERTIFICATION**

I, the undersigned, do hereby certify to the best of my knowledge and belief after diligent inquiry, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against The City of Kenosha, and that I am authorized to authenticate and certify to said claim.

\_\_\_\_\_  
 Typed Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

<b>City of Kenosha</b>	
<b>Department of City Development</b>	
Reimbursement Approval	
Program Specialist's Signature	Date

**MEMORANDUM OF UNDERSTANDING**

**By and Between**

**THE CITY OF KENOSHA, WISCONSIN  
AND ITS DEPARTMENT OF TRANSPORTATION**

**And**

**THE COUNTY OF KENOSHA, WISCONSIN  
AND ITS DEPARTMENT OF HUMAN SERVICES,  
DIVISION OF AGING AND DISABILITY SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by and between **THE CITY OF KENOSHA, WISCONSIN**, A Wisconsin municipal corporation, and its **DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the ‘**CITY**’), duly organized and existing under the laws of the State of Wisconsin, with offices located at 625 – 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140, and **THE COUNTY OF KENOSHA, WISCONSIN**, a quasi-municipal corporation, and its **DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING AND DISABILITY SERVICES**, duly organized and existing under the laws of the State of Wisconsin (hereinafter referred to as the “**COUNTY**”), with offices located at 1010 – 56<sup>th</sup> Street, Kenosha, Wisconsin 53140.

**WITNESSETH:**

**WHEREAS**, **CITY** is municipal transit service in Kenosha County, providing safe and efficient public transportation, and covers a geographic area just beyond the borders of the City of Kenosha, Wisconsin; and,

**WHEREAS**, the **COUNTY** has historically purchased specialized transportation services for elderly and disabled client populations throughout Kenosha County and recently

demonstrated the utility of the new Western Kenosha County Transit services as effective at increasing the mobility of seniors and disabled rural residents; and,

**WHEREAS**, the **CITY** has historically purchased paratransit services for persons with disabilities traveling within the Kenosha Area Transit service area; and,

**WHEREAS**, both **CITY** and **COUNTY** are pledged to use transit resources efficiently and to eliminate any duplication of services; and,

**WHEREAS**, Wisconsin's initiatives in private managed care models place intricate pressure on public transit services to avoid cost-shifting and require sophisticated knowledge of policies and providers; and,

**WHEREAS**, the provision of eligibility and administrative oversight of the current Specialized Transportation Services would require the **CITY** to obtain the professional services of a Transportation Coordinator/Mobility Manager ("Coordinator") and the **COUNTY** is required to manage grants, assist with future planning and analysis, and assure that services are coordinated, not duplicated; and,

**WHEREAS**, federal New Freedom funding is available to support the role of Coordinator with grant funds being used to pay for staff needed to implement project administration, reporting, and to assist consumers in using transit; and,

**WHEREAS**, the **COUNTY** is the New Freedom Grant recipient and fiscal agent since 2009 and is willing to continue serving as applicant; and,

**WHEREAS**, the **COUNTY** is eligible for continuing Elderly Disabled Specialized Transportation funding from Wisconsin Department of Transportation, §85.21; and,

**WHEREAS**, the **CITY** recognizes the growing need for a county-wide approach to public transportation and the need to explore a broader regional approach to public transportation; and,

**WHEREAS**, the **CITY** and **COUNTY** have for many years coordinated Specialized Transportation Services and have worked together to meet the needs of older adults and persons with disabilities; and,

**WHEREAS**, it is to the mutual advantage of the parties to enter into this Memorandum of Understanding.

**NOW, THEREFORE**, in consideration of the mutual promises, understandings and agreements of this Memorandum of Understanding, **CITY** and **COUNTY** do hereby agree:

**A. COUNTY RESPONSIBILITIES.** The **COUNTY** shall be responsible for the following:

1. The recruitment and hiring of a Coordinator at full time employment in accordance with the Position Description appended to this Memorandum of Understanding as Addendum “A”, and within the funding constraints imposed under: (a) New Freedom Grant funding and Kenosha County’s allocation of WI (§85.21) Elderly and Disabled Transportation fund; and, (b) revenues committed by the City of Kenosha to support the position.

2. To support **COUNTY’S** share of the Coordinator position based on the “Total Position Cost” line of the Project Budget appended to this Memorandum of Understanding as Addendum “B”. The Project Budget amount for each year will be established through negotiation between **COUNTY** and **CITY** and will be attached as a new Addendum B.

3. To provide, as part of the **COUNTY’S** share of the cost for the Coordinator position workspace and technology support in an amount equal to the percentage of the “Total Position Cost” allocated to the **COUNTY**.

4. To submit quarterly invoices to **CITY’S** Department of Transportation for the **CITY’S** portion of the “Total Position Cost” Coordinator’s position. The total amount invoiced shall not exceed the **CITY’S** identified portion on the Project Budget in Addendum “B”.

5. To delegate to the Coordinator responsibility for (a) program and grant administration, (b) day to day programs, (c) administration of Specialized Transportation Services purchased by the **COUNTY** using Wisconsin's (§85.21) Elderly and Disabled Transportation Funding and (d) Mobility Management application, reporting and service provided under New Freedom funding.

6. To provide program oversight, supervision of the Coordinator, as needed, and a public accountability pathway through the **COUNTY** for §85.21 Specialized Transportation Services. The administrative oversight body for these services shall be the Commission on Aging, and the legislative oversight body shall be the Human Services Committee of the Kenosha County Board.

**B. CITY RESPONSIBILITIES.** The **CITY** shall be responsible for the following:

1. To support **CITY'S** share of the Coordinator position based on the "Total Position Cost" line of the Specialized Transportation Project Budget appended to this Memorandum of Understanding as Addendum "B". The Project Budget amount for each year will be established through negotiation between **COUNTY** and **CITY** and will be attached as a new Addendum B. The **CITY** shall pay the quarterly invoice within 60 days of the invoice receipt. Late payments shall be charged interest at 1% per month.

2. To provide, as part of the **CITY'S** share of the cost for the Coordinator position workspace and technology support in an amount equal to the percentage of the "Total Position Cost" allocated to the **CITY**.

3. To provide day-to-day supervision of the Coordinator's work in all areas of position responsibility identified in the Position Description appended to this Memorandum of Understanding as Addendum "A", with the input and assistance from **COUNTY**, as needed.

**4.** It is understood that approximately twenty-five (25%) percent, but in no case in excess of forty (40%) percent of the Coordinator's work hours will be utilized to provide planning and analysis support to Kenosha Area Transit.

**C. TERMINATION.** This agreement remains in effect until terminated by either party with 60 days' written notice or by mutual agreement.

**D. ADDENDA.** The following Addenda are attached hereto and incorporated herein by reference:

**Addendum "A" – Position Description**  
**Addendum "B" – CY-2011 Budget (Mobility Management)**

**IN WITNESS WHEREOF**, the parties hereto must herein executed this Memorandum of Understanding on the dates below given.

**THE CITY OF KENOSHA, WISCONSIN, and its  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
MAYOR KEITH BOSMAN

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
RON IWEN, Director  
Department of Transportation

Date: \_\_\_\_\_

**THE CITY OF KENOSHA, WISCONSIN,  
and its DEPARTMENT OF HUMAN SERVICES, Division  
of Aging and Disability Services**

BY: \_\_\_\_\_  
JIM KREUSER  
County Executive

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
JOHN JANSEN, Director  
Department of Human Services

Date: \_\_\_\_\_

Drafted By:  
WILLIAM K. RICHARDSON  
City Attorney



- Analysis of transit operations for both City and County services and reports to oversight bodies;
- Meeting as appropriate with community leadership in Kenosha City and County;
- Other duties and responsibilities as assigned by the Transportation Director or Elder Services Manager.

Qualifications & Experience

Education: Bachelor's Degree (graduate degree preferred) with supporting coursework or professional education in public transportation or related fields.

Experience: A minimum of three years professional level work experience with at least one year in public transportation or a related field.

Other Qualifications:

- Ability to conduct research in areas of public transportation policy and practice, to analyze information and to prepare summaries and reports;
- Ability to work well with older adults and persons with all types of disabilities;
- Ability to facilitate community planning and policy groups;
- General working knowledge of public sector organizations and processes;
- Working knowledge of technologies necessary for effective office operation;
- Professional level communication and public presentation skills;
- Ability to work effectively with state and local officials, community groups, local leaders, etc.;
- Excellent project management skills to aid service providers in quality improvement initiatives.
- Familiarity with transit planning and analysis techniques
- Excellent writing skills.

Compensation Commensurate with qualifications and experience. Health care coverage and retirement benefits included.

Addendum B

**Kenosha County Department of Human Services  
Division of Aging and Disability Services  
2011 Budget  
Transportation Coordinator/Mobility Manager**

**EXPENSE:**

\*Contracted Services \$90,000

**REVENUE:**

85.21/County Levy/New Freedom \$65,000

\*\*City of Kenosha \$25,000

**Total Revenue** \$90,000

\*Cost per direct service hour \$45.25

\*\* City of Kenosha to fund 25% - 40% of work hours,  
maximum contribution of \$25,000.

DEPARTMENT OF CITY DEVELOPMENT  
625 - 52<sup>ND</sup> STREET - ROOM 308  
KENOSHA, WISCONSIN 53140  
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CITY PLAN  
REAL ESTATE  
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COMMUNITY DEVELOPMENT BLOCK GRANT  
REDEVELOPMENT

**JEFFREY B. LABAHN**  
Director of City Development

**MEMO**

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

**FROM:** Michael Maki, Department of City Development *MM*

**RE:** **HOME Program Agreement Between the City of Kenosha and Celebre Place LLC for the Celebre Place Senior Residential Care Apartment Complex at 1870 27th Avenue**

**DATE:** August 31, 2011

---

At their meeting on August 30, 2011, the City of Kenosha HOME Program Commission considered and approved the attached HOME Program Agreement between the City of Kenosha and Celebre Place LLC to provide a HOME Program funded loan of up to \$666,600 for the development of the proposed Celebre Place Senior residential Care Apartment Complex located at 1870 27th Avenue.

The HOME Program Agreement was approved with the following revision agreed to by the HOME Program Commission and the developer:

1. The following change was made to the Celebre Place Operational Plan referencing "Operation of the Property".

The Owner shall have the right to operate Celebre Place as rental housing for seniors with some or no assisted living services upon providing the City with documentation of such changes and following the review and approval of the City of Kenosha Common Council, which is not to be unreasonably withheld.

The change to the Operational Plan is subject to approval of the Conditional Use Permit with the revised Operational Plan by the Common Council.

The City of Kenosha HOME funding will provide eleven (11) HOME assisted units for very low income persons with income at or below 50% of Kenosha County median income. Low Income Housing Tax Credits (LIHTC) through WHEDA will provide additional funding for all 47 units, including the eleven (11) HOME assisted units. The HOME assisted units must remain in place for a twenty (20) year period. All 47 units will remain affordable for an additional 10 years for a total of 30 years, in accordance with the LIHTC rules.

It is anticipated that the Celebre Place development will create as many as twenty (20) permanent jobs in the daily operation of the assisted living facility.

The City of Kenosha HOME Program Commission recommends approval of the HOME Program Agreement between the City of Kenosha and Celebre Place LLC to provide a HOME Program funded loan of up to \$666,600 for the development of the Celebre Place project at 1870 27th Avenue in accordance with the terms and conditions included in the HOME Program Agreement.

MM:kas  
Attachment

<b>FACT SHEET</b> HOME Program Commission	City Development 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	August 30, 2011	Item 3 Page 1 of 3
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Consideration of HOME Program Agreement between the City of Kenosha and Celebre Place LLC for the Proposed Celebre Place Senior Residential Care Apartment Complex (RCAC) located at 1870 27<sup>th</sup> Avenue.

**ANALYSIS:**

**Project Description:**

The attached HOME Program Agreement between the City of Kenosha and Celebre Place LLC would provide a HOME Program Loan of up to \$666,600 for the proposed Celebre Place project. The proposed Celebre Place will be a \$6.48 million, 47-unit, Senior Residential Care Apartment Complex (RCAC) to be located on the vacant parcel at 1870 27<sup>th</sup> Avenue.

**Project Developer:**

Celebre Place LLC, Middleton, Wisconsin

**Proposed Project Financing/Equity:**

<i>Financing/Equity</i>	<i>Amount</i>
Equity from Low Income Housing Tax Credits	\$4,691,712
Permanent Loan	\$900,000
Developer Equity (Deferred Fee)	\$220,004
<b>Subtotal Financing</b>	<b>\$5,811,716</b>
Kenosha HOME Program Loan (Gap Financing)	\$666,600
<b>TOTAL FINANCING/EQUITY</b>	<b>\$6,478,316</b>

**Unit Summary:**

Forty-seven (47) total units consisting of:

- Thirty-three (33) Low Income Housing Tax Credit units for persons with income at or below 50% of Kenosha County Median Income (CMI), **including eleven (11) HOME-assisted units.**
- Fourteen (14) Low Income Housing Tax Credit units for persons at or below below 60% of CMI.

**Unit Mix and Initial Rents:**

Gross rents on the HOME and Tax Credit Units (including renter-paid utilities) will be:

<i>Type</i>	<i>Rent</i>	<i>No. of Units</i>	<i>Square Ft/Unit</i>	<i>Unit Type</i>
1 bedroom (50% CMI)	\$634	9 units	720	HOME-Assisted
2 bedroom (50% CMI)	\$760	2units	910	HOME-Assisted
1 bedroom (50% CMI)	\$634	20 units	720	Tax Credit
1 bedroom (60% CMI)	\$721	6 units	720	Tax Credit
2 bedroom (50% CMI)	\$760	2 units	910	Tax Credit
2 bedroom (60% CMI)	\$864	8 units	910	Tax Credit

- The HOME set aside units must remain affordable units for 20 years under the HOME Program rules.
- HOME rents are to be set at the "Low HOME Rent" limits as established by HUD for the Kenosha County market.

<b>FACT SHEET</b> HOME Program Commission	City Development 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	August 30, 2011	Item 3 Page 2 of 3
Consideration of HOME Program Agreement between the City of Kenosha and Celebre Place LLC for the Proposed Casa del Mare Senior Residential Care Apartment Complex (RCAC) located at 1870 27 <sup>th</sup> Avenue.			

**HOME Loan Request:**

\$666,600 HOME Program funded loan to be used for gap financing to pay for eligible project costs. The loan terms include: 3% simple interest for 20-year term with annual interest only payments of \$19,998 beginning in year three (3) after project stabilization through year twenty (20). The lump sum payment of principal in the amount of \$666,600 will be due in year 20. A loan amortization schedule is included as part of the attached Mortgage Note.

The requested HOME Program loan will be subject to the following terms and conditions:

- a) Loan amount and purpose:
  - Loan amount up to \$666,600 for gap financing to cover eligible construction costs, contingent upon receipt of Tax Credits and a final subsidy layering Gap Analysis being submitted with full documentation.
- b) Three percent (3%) simple interest on the principal amount of \$666,600, beginning in Year 3.
- c) Twenty (20) year term with annual payments of interest beginning in year three (3) after project stabilization (per the developer's proforma).
  - \$19,998 in Years 3-20
- d) Lump sum payment of the \$666,600 principal due in year 20.
- e) The eleven (11) HOME designated units to remain affordable for a 20-year period as required by the US Department of Housing and Urban Development HOME Program requirements. These eleven (11) units would continue to remain affordable for a total of 30 years under the Low Income Housing Tax Credit Program. Fifty percent (50%) County Median Income (CMI) limits would apply to the HOME units.
- f) All 47 units are required to be affordable units for a period of 30 years.

**Loan Disbursements:**

- 90% of the HOME Program funded loan proceeds (\$599, 940) would be approved to be disbursed to the Title Company following the Owner's first disbursement of investor funding, in the amount of \$680,000.
- 5% of the loan proceeds (\$33,330) shall be disbursed at Month 7 of the Project construction.
- 2.5% of the loan proceeds (\$16,665) shall be disbursed when the City grants the Project a Certificate of Occupancy.
- The final 2.5% of the loan proceeds (\$16,665) shall be disbursed on a prorata basis upon the Owner providing documentation of occupancy of the Home-assisted units by a tenant (\$1,515 per unit).

<b>FACT SHEET</b> HOME Program Commission	City Development 625 52 <sup>nd</sup> Street Kenosha, WI 53140 262.653.4030	August 30, 2011	Item 3 Page 3 of 3
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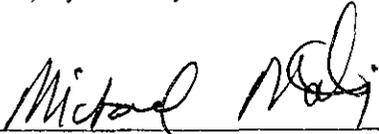
Consideration of HOME Program Agreement between the City of Kenosha and Celebre Place LLC for the Proposed Casa del Mare Senior Residential Care Apartment Complex (RCAC) located at 1870 27<sup>th</sup> Avenue.

**Attachments:**

- 1) HOME Program Agreement
- 2) Exhibit A, Legal Description of Land
- 3) Exhibit B, Project Budget and Financing
- 4) Exhibit C, HOME Program Loan Terms
- 5) Exhibit D, Mortgage Note
- 6) Exhibit E, Mortgage
- 7) Exhibit F, Land Use Restriction Agreement
- 8) Exhibit G, Disbursing Agreement

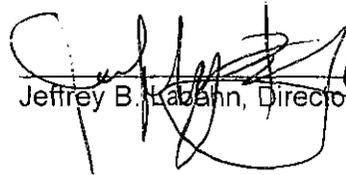
**RECOMMENDATION:**

A staff recommendation is made to approve the attached HOME Program Agreement between the City of Kenosha and Celebre Place LLC, for the Celebre Place RCAC, including the Mortgage, Mortgage Note, Land Use Restriction Agreement and Disbursing Agreement, subject to final approval of the Conditional Use Permit (CUP) by the City of Kenosha Common Council.



Michael J. Maki, ATCP, Planner II

/u2/acct/cp/cmikem/HOME/Multifamily/Celebre Place/Fact-Celebre-HOME Agreement.odt



Jeffrey B. Kazahn, Director of City Development

DEPARTMENT OF CITY DEVELOPMENT  
625 - 52<sup>ND</sup> STREET - ROOM 308  
KENOSHA, WISCONSIN 53140  
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REDEVELOPMENT

JEFFREY B. LABAHN  
Director of City Development

## MEMO

**TO:** Home Program Commission

**FROM:** Mike Maki, AICP, Planner II *MM*

**DATE:** August 26, 2011

**SUBJECT:** *Celebre Place HOME Rental Development Funding Application*

---

The attached Home Program Agreement includes a number of changes that have been made to the documents that were previously emailed to the HOME Commission. The changes are due to a revised application, an updated Proforma and conflicts with the disbursement of Loan Proceeds. Additionally, a new LLC has been created for the development, Celebre Place LLC. All former references of Parmenter Development have been changed to the new LLC.

- The overall Project cost has increased from \$5,770,148 to \$6,478,316
- The equity from Low Income Housing Tax Credits has increased from \$3,887,550 to \$4,691,712
- The permanent loan financing has decreased from \$1,003,592 to \$900,000
- The Developer Equity has increased from \$212,406 to \$220,004
- The proposed rents have increased slightly from the original application
- Construction costs have increased

A number of changes have been made to the proposed Disbursing Agreement after extensive discussions with the Developer, WHEDA staff and HUD staff. The previous Disbursing Agreement provided for a prorata share of disbursements based on the total of HOME funding as a % of the total project costs. A 2.5% holdback was also proposed and would be paid at such time as all 11 Home-assisted units were occupied.

WHEDA had underwritten the loan for the project to require \$680,000 of investor funding first, and then 90% of the HOME loan proceeds immediately thereafter. The final 10% of HOME funds was to be paid at time of substantial completion of the project.

Under HOME Program rules, a period of 120 days cannot elapse from the last disbursement until

Project Completion. Project completion is determined to be when all 11 HOME-assisted units are occupied by a tenant. If the final 10% of funds was disbursed at time of the substantial completion of the project, it is anticipated that more than 120 days will have elapsed until all 11 HOME-assisted units are occupied.

Staff subsequently had two telephone conferences between City staff, the Developer and WHEDA staff, and a second between City Staff, HUD staff and the Developer. In order to meet WHEDA's underwriting and HUD rules, the Disbursement agreement was changed to reflect the following regarding disbursements of the Loan proceeds:

- 90% of the HOME Program funded loan proceeds (\$599, 940) would be approved to be disbursed to the Title Company following the Owner's first disbursement of investor funding, in the amount of \$680,000.
- 5% of the loan proceeds (\$33,330) shall be disbursed at Month 7 of the Project construction.
- 2.5% of the loan proceeds (\$16,665) shall be disbursed when the City grants the Project a Certificate of Occupancy.
- The final 2.5% of the loan proceeds (\$16,665) shall be disbursed on a prorata basis upon the Owner providing documentation of occupancy of the Home-assisted units by a tenant (\$1,515 per unit).

The revised disbursement terms meet HUD requirements and is agreeable to WHEDA.

MJM:  
Attachments

## HOME PROGRAM AGREEMENT

This HOME Program Agreement (the "Agreement") is made and entered into as of the [DAY] of [MONTH] [YEAR], by and between the **CITY OF KENOSHA** ("City"), whose principal business office is located at 625-52nd Street, Kenosha, Wisconsin 53140, and **CELEBRE PLACE LLC** and/or assigns, a Wisconsin limited liability company (the "Owner"), whose principal business office is located at 2310 Parmenter Street #414, Middleton, WI 53562.

### WITNESSETH:

**WHEREAS**, the Owner has acquired the real estate legally described as shown on **Exhibit A** attached hereto (the "Property") and is to construct thereon a forty-seven (47) Affordable Senior Residential Care Apartment Complex to be located on the vacant parcel at 1870 27<sup>th</sup> Avenue in the City of Kenosha (the "Project"); and

**WHEREAS**, the City has agreed to partially finance the Project with the proceeds of a loan up to a maximum amount of \$666,600 (the "Loan"), a per HOME-assisted unit subsidy of \$60,600, to be evidenced by a Mortgage Note from the Owner to the City (the "Note"), and secured by a Real Estate Mortgage on the Property from the Owner to the City; and

**WHEREAS**, the Owner is to enter into a Land Use Restriction Agreement, dated as of the date hereof (the "Declaration"), providing for certain restrictions on the use of the Property (the Note, Mortgage, Declaration and this Agreement together being hereinafter referred to as the "Loan Agreement"); and

**WHEREAS**, as an inducement to the City to provide the Loan to Owner, Owner is willing to enter into this Agreement;

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Use of Funds.** Owner shall apply the proceeds of the Loan to pay down construction expenses as shown in the project budget and financing attached hereto as **Exhibit B** as amended from time to time and approved by the City. Owner shall commence construction of the Project on or before **October 10, 2011** and shall substantially complete construction of the Project on or before **July 31, 2012**. For purposes of this Agreement, commencement of the construction shall be the date Owner has obtained the requisite permits for the Project from the City. Owner shall provide all funds in addition to the proceeds of the Loan necessary to complete construction of the Project. Owner may draw on HOME funds at any time and from time to time during the Performance Period. The Performance Period shall begin at loan closing and end upon the last draw as provided for and defined within the Disbursing Agreement.
2. **Final Cost Certification:** A Final Project Cost Certification Report, completed by an independent public accounting firm certifying all the HOME Program eligible expenses after project completion, shall be submitted to the City for review and approval by the City of Kenosha HOME Commission to determine the final HOME loan amount. If the Final Cost Certification Report indicates that the full \$666,600 HOME Program loan was not needed in order to cover the financing gap for the project, the Owner agrees and will refund any unnecessary HOME funds. Any amount due back to the City shall be paid to the City within forty-five (45) days of the Final Project Cost Certification Report.

3. **HOME Loan Terms.** The terms of the loan are attached as **Exhibit C**. The form of the Mortgage note and Real Estate Mortgage are also attached as **Exhibits D and E** respectively.
4. **Affordability/Repayment.** The terms of the Note, Mortgage, and Land Use Restriction Agreement, **Exhibit F**, are hereby incorporated herein by reference, and noncompliance with any term or condition of any of them shall be deemed a default hereunder. Repayment of the HOME funds is required if the Project does not meet the affordability requirements for the period of affordability.
5. **Project Requirements.** The Owner shall comply with the Project requirements set forth in 24 CFR Part 92 Subpart F, as applicable to the Project and the "HOME units," as defined in the Land Use Restriction Agreement, and shall also include the following.
  - a) The Project shall be operated as a Senior Residential Care Apartment Complex to be occupied by persons age 55 years or older.
  - b) The Project must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion pursuant to 24 CFR 92.251.
  - c) The HOME-assisted units must be occupied only by individuals that are eligible as very low-income households and shall be occupied in conformance with Section 7, Rent Restrictions, of this Agreement, and the Land Use Restriction Agreement.
  - d) The Project must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covers multifamily dwellings, as defined at 24 CFR 100.201, and the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619). Specifically, all common spaces in the Project must be made accessible in accordance with the Uniform Federal Accessibility Standards (UFAS). In accordance with the UFAS, the Project shall contain a minimum of three (3) units that must be accessible to individuals with mobility impairments. Additionally, a minimum of one (1) additional unit must be accessible to individuals with hearing or vision impairments.
  - e) The Owner shall maintain the Project in compliance with applicable HUD Housing Quality Standards (HQS) pursuant to 24 CFR 982.401, and state and local housing code requirements. The property standards shall be maintained in accordance with applicable housing quality standards throughout the Affordability Period.
  - f) The Project is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856).
6. **Income Determinations for HOME-assisted units.** All HOME-assisted units in the Project are deemed to be Low HOME Rent/ Low Income Housing Tax Credit (LIHTC) units. Eligibility for a Low HOME Rent unit shall be limited to households where the annual gross income of the tenant is not greater than fifty (50%) of the area median income (Very Low Income) or the LIHTC income limit, whichever is less. The Owner/manager is required to determine the household income of tenants at the time of application and each subsequent year during the Affordability Period. The City will provide HOME income limits to the Owner/manager on an annual basis during the Affordability Period upon release from HUD. Income determination shall be in accordance with the "Part 5" definition as defined at 24 CFR 5.609. The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the upcoming 12-month period, subject to inclusions and exclusions as defined in Part 5.

a) Initial Income Eligibility Determination. The Owner/manager is required to determine the expected income of all household members that is expected in the next 12 months in order to determine if the household is income-eligible. For initial determination, the Owner/manager must examine income source documents to verify the accuracy of information provided on the household's application. The income determination may not exceed the HUD income limits provided by the City. Acceptable income source documents are:

1. Wage statements for the preceding 60 days, or an average of the household's income for the past year if intermittent employment;
2. Interest statements;
3. Unemployment compensation statements; and
4. Third party verifications from employers, banks or others with first-hand information about the applicant's finances. Verifications should be in writing and can include documented telephone interviews.

b) Duration of Income Determination. The Owner/manager may use an applicant's income-eligibility determination for up to six (6) months following the determination. Income-eligibility must be redetermined if the determination is greater than six months old.

c) Recertification of Tenant Income Eligibility. Prior to lease renewal, the Owner/manager is required to verify the continued income eligibility of the tenant. Where source documentation is not required under the LIHTC program, the Owner/manager may require a written statement and certification by the tenant. Such statement must state the tenant household's annual income and household size. The statement must also include a certification that the information provided by the tenant is complete and accurate and the tenant will provide source documentation upon request. Source documentation must be examined by the Owner/manager if the tenant's written statement does not completely and accurately disclose household size or annual income. In any event, income shall be verified through source documents every sixth year during the Affordability Period.

d) Process for Over-Income Tenants. Tenants are considered over-income when their income exceeds 140% of the income limit, in accordance with the LIHTC rules. Where the tenant's income exceeds 140% of the income limit, the tenant's rent shall be increased in accordance with the LIHTC program rules. The unit is considered a HOME-assisted unit that is temporarily out of compliance until the current tenant vacates the unit and can be rented to another very-low income tenant. In no case shall the Owner/manager terminate or refuse to renew the lease based on the tenant's increased income.

7. **Rent Restrictions.** All HOME-assisted units in the Project must be occupied only by households that are eligible as very-low income households as defined under the HUD adjusted HOME income limits or the LIHTC income limits, whichever is less, except where stated in 6 d) above. The City will provide HOME Program rent limits and the current Kenosha Housing Authority Utility Allowance Schedule to the Owner/manager on an annual basis during the Affordability Period upon release from HUD and the Kenosha Housing Authority.

a) Initial Rent Schedule and utility allowances. The City shall review and approve the rents proposed by the Owner at Project lease-up, subject to the maximum rent limits as determined. Where the tenant pays for utilities, the Owner/manager shall deduct a utility allowance from the rent limit. Utility allowances shall be in accordance with the current Utility Allowance Schedule through the Kenosha Housing Authority. Rents shall not exceed the maximum rent minus the monthly allowances for utilities and services.

b) Subsequent Rent Increases. The City shall review and approve all rent increases during the Affordability Period, subject to the maximum rent limitations for that period, less any applicable utility allowances. In no case shall the Owner be required to charge lower rents than those in effect at the time of Project commitment, as defined under 24 CFR Part 92.2. At such time rent increases are proposed by the Owner/manager, the tenants must be provided written notice of

such increase not less than thirty (30) days prior to the implementation of any increase. In no case shall rent be increased to an amount greater than the maximum rent limits in effect at the time of the proposed increase.

c) Procedure for City Approval of Initial Rents and Rent Increases. The Owner/manager shall notify the City in writing to request approval of initial rents and rent increases during the Affordability Period for the HOME-assisted units. The City shall respond within a reasonable period of time upon receipt of such notice. City approval is required prior to the required thirty (30) day notice to tenants and prior to initial lease-up of the HOME-assisted units.

#### 8. **Tenant and Participation Protection.**

a) **City Approval of Lease.** In accordance with HOME program requirements, the City shall be required to approve all leases for HOME-assisted units.

b) Required Lease Provisions. Owner shall include the following required provisions within the lease for Home-assisted units (Descriptions of each term are provided following the term):

1. *Income Eligibility/Annual Income Recertification.* The Owner retains the right to recertify the tenant's HOME income-eligibility on an annual basis. The provision of false information and/or failure to cooperate in the income recertification process by a tenant constitutes a violation of the lease and can result in termination of the lease.

2. *HOME Rent Restrictions/Rent Increases.* Rents are subject to the rent restrictions of the HOME Program. Owner retains the right to adjust rents, in accordance with the HOME rent limits. The rents for tenants whose income exceed the HOME rent limits for the units they occupy will be increased.

3. *Lease Renewal.* Owner may choose not to renew a tenant's lease for good cause, along with definition of "good cause". Owner must give the tenant a written notice at least 30 days before the tenant must vacate the unit.

4. *Lease Term.* The lease for a HOME-assisted unit must be for at least 1 year, unless the tenant and the owner mutually agree upon a shorter term.

5. *Annual Unit Inspection.* The Owner retains the right to inspect, and permit the City and HUD to inspect, HOME-assisted units during the Affordability Period.

6. *Accessible Units.* Owners may choose to include a provision in the lease of a tenant that occupies, but does not need, an accessible unit giving the Owner the right to request the tenant to move into a comparable non-accessible unit, should the accessible unit be needed for a person with a disability.

7. *Lead Warning Statement.* The Owner confirms that there is compliance with lead-based paint notification requirements.

c) Prohibited Lease Terms. The lease may not contain any of the following provisions per 24 CFR Section 92.253(b):

1. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the Owner in a lawsuit brought in connection with the lease;

2. *Treatment of Property.* Agreement by the tenant that the Owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant moved out of the unit. The Owner may dispose of this personal property in accordance with State law;

3. *Excusing Owner from responsibility.* Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

4. *Waiver of notice.* Agreement of the tenant that the Owner may institute a lawsuit without notice to the tenant;

5. *Waiver of legal proceedings.* Agreement by the tenant that the Owner may evict the

tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

6. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;

7. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

8. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs.

d) Termination of Tenancy. The Owner may not terminate the tenancy or refuse to renew the lease of a tenant of a HOME-assisted unit except for violation of the terms and conditions of the lease; for violation of applicable Federal, State, or local law; or for other good cause. To terminate or refuse to renew tenancy, the Owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

e) Tenant Selection Criteria. The Owner must adopt written tenant selection policies and criteria that:

1. Are consistent with the purpose of providing housing for very low-income and low-income families;

2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease;

3. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable;

4. Give prompt written notification to any rejected applicant of the grounds for any rejection; and

5. Describe HOME requirements applicable to tenants and the tenant selection process.

f) City Approval of Tenant Selection Policies and Criteria. The Owner/manager is required to submit its written tenant selection policies and criteria for review and approval by the City.

9. **Other Program Requirements.** The Owner shall carry out its responsibilities hereunder in compliance with all federal laws and regulations described in 24 CFR Part 92 Subpart H, except for the City's responsibilities for environmental review in 24 CFR Section 92.352 or the intergovernmental review process in 24 CFR Section 92.357.

Other Federal Requirements applicable to the HOME Program for this Project include the following:

a) Site and Neighborhood Standards (24 CFR 92.202). Proposed sites for new construction of rental housing shall meet the requirements of 24 CFR 983.6(b) which references: suitable location of the project; compliance with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Executive Order 11063; and not be located in an area of minority concentration or in a racially-mixed area if the project will increase a significant increase in the proportion of minority to non-minority residents.

b) Nondiscrimination in Housing (24 CFR 92.350(b)). Pursuant to Federal Fair Housing laws, the Owner shall not discriminate on a person's race, color, religion, sex, familial status, national origin, age and disability. Nor shall the Owner discriminate in the rental of units, in establishing terms and conditions of property rentals, or in advertising the availability of rental housing units, or an applicant who receives a direct rental subsidy.

c) Labor (24 CFR 92.354). If the Project contains twelve (12) or more units that are assisted with HOME funds, every construction contract must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts

are also subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), the Copeland (Anti-Kickback) Act (40 U.S.C. 276c) and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et.seq.).

- d) Conflict of Interest (24 CFR 92.356). The Owner, including an officer, employee, agent or consultant of the Owner, may not occupy a Home-assisted unit in the Project.
- e) Fair Housing and Equal Opportunity. The project shall comply with the following Federal requirements:
  1. *24 CFR 92.202, Site and Neighborhood Standards*
  2. *Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. Seq.)* - Prohibits discrimination on basis of race, color, and national origin in all Federally-assisted projects.
  3. *Fair Housing Act (42 U.S.C. 3601-3620)* – Prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.
  4. *Handicapped Accessibility per Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8)*, for Multi-family buildings only, 24 CFR 100.205 (implements the Fair Housing Act) – Prohibits discrimination based on the disability in all programs or activities operated by recipients of Federal financial assistance.
  5. *Executive Order 11063 (amended by Executive Order 12259)* – Prohibits discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.
  6. *Age Discrimination Act of 1975 as amended (42 U.S.C. 6101)* – Prohibits age discrimination in programs receiving Federal financial assistance, and
  7. *Other Federal requirements at 24 CFR 5.105(a)*
- f) Equal Opportunity Employment, Executive Order 11246 (implemented at 41 CFR Part 60). The Order prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.
- g) Section 3 Economic Opportunity, Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135). Employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very-low income persons.
- h) Outreach in Contracting with Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs), Executive Orders 11625, 12432 and 12138 and 24 CFR Part 85.36(e). The Owner will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- i) Debarred Contractors (24 CFR Part 5). Debarred Contractors shall not be used for any portion of the Project.
- j) Anti-lobbying (24 CFR 91.225 & 24 CFR part 87). No federal funds have been paid or will be paid, by or on behalf of the Owner, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Owner further agrees that 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 contract, grant, loan, or cooperative agreement, the Owner shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. **Affirmative Marketing.** The Owner shall comply with the City's affirmative marketing procedures and requirements adopted pursuant to 24 CFR Section 92.351. The Owner/manager shall adopt affirmative marketing steps to provide information and otherwise attract eligible persons for the HOME-assisted units without regard to race, color, national origin, sex, religion, familial status or disability. The Owner shall be required to use the Equal Housing Opportunity logotype or slogan in all press releases, advertisements, and other marketing procedures, as well as display of Fair Housing posters within the Project. The Owner shall be required to adopt procedures to inform and solicit applications from persons who are not likely to apply for the HOME-assisted units without special outreach, including provisions for additional steps to make accessible units available to persons with disabilities. The Owner shall be required to maintain records that describe the actions taken to affirmatively market units and record the results of such actions. The City reserves the right to review the records that document the Owner's affirmative marketing actions on an annual basis. The Owner is required to take corrective actions when the affirmative marketing requirements are not met, in accordance with 24 CFR 92.351(a)(2)(v). The City reserves the right to amend the affirmative marketing procedures, and notify the Owner of such changes, without an amendment to the HOME Program Agreement.
11. **Minority Outreach.** The Owner shall comply with a Minority Outreach program, adopted pursuant to 24 CFR Section 92.351(b), to ensure the inclusion, to the maximum extent possible, of minorities and women and entities owned by minorities and women, including without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services are used when possible in the procurement of property and services.
12. **Requests for Disbursements of Funds.** The Owner shall not request disbursement of Loan proceeds until such funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and shall include documentation supporting the amount requested. Disbursements shall be in accordance with the Disbursement Agreement, attached hereto as **Exhibit G**.
13. **Records and Reports.**
  - a) Generally. The Owner shall maintain such records related to the Project as the City, HUD or the Office of Inspector General may reasonably require. Such reports shall be made available to the City, HUD or Office of Inspector General related to the Project during the term of this Agreement, including, but not limited to, all those records required to be maintained and all those reports required to be made from time to time by the U.S. Department of Housing and Urban Development. Owner shall, without charge to the City, HUD or the Office of Inspector General make such records available for inspection and copying, and shall make the Project available, subject to the rights of tenants, for inspection, at any time during normal business hours and upon reasonable advance notice to the Owner of the request to make any such inspection.
  - b) Tenant Files. The Owner shall maintain a separate file for each tenant, which shall include: all leases, in compliance with 24 CFR Section 92.253, and all amendments; annual income certifications and third party verifications; applications and third party verifications; letters of complaint and responses; and notices of default and responses.
  - c) Project Files. The Owner shall maintain records which document the following:

1. The Project is in compliance with applicable property standards, as described above;
  2. Whether the Project is mixed income, mixed use or both and that the Project complies with the applicable eligibility provisions;
  3. The race and ethnic heritage of each tenant and each applicant for tenancy, and whether each such household is headed by a man, woman, or both;
  4. Actions undertaken by the Owner to meet equal opportunity and fair housing regulations and the Owner's outreach to minority owned and female owned businesses, including data indicating the racial/ethnic or gender character of each business entity receiving a contract or a subcontract of \$25,000, or more paid or to be paid with proceeds of the Loan, the amount of the contract or subcontract, and documentation of the Owner's affirmative steps to ensure that minority and women business enterprises have equal opportunity to obtain and compete for contracts and subcontracts as sources of supplies, equipment, construction and services;
  5. Waiting list;
  6. Compliance with affirmative marketing procedures;
  7. Compliance with federal and state environmental review requirements; and,
  8. Compliance with the requirements of any laws related to relocation and labor standards, including those referenced at Section 9. c).
- d) Periodic Reports. The Owner shall submit all information related to the Loan and the Project as may be requested by the City, including the following reports on an annual basis:
1. Rent and Occupancy Report with information on: HOME-assisted unit numbers, tenants, household size, number of bedrooms in unit, date of last income certification, maximum rent, utility allowance, monthly unit rent, tenant's annual gross income and compliance status.
  2. Project narrative concerning pending capital improvements, status/turn-over of property management staff, significant property issues, number and reasons for unit vacancies and balance in reserve for replacement.
  3. Copy of annual audit.
- e) Financial Reports. The City reserves the right to request copies of the Owner's: operating budget, balance sheet, income statement and the property's rent roll at any time during the Affordability Period.
- f) Retention of Records. The Owner is required to maintain individual tenant income, rent and inspection records for the most recent five (5) years throughout the Affordability Period, until five (5) years after the end of the Affordability Period. General records shall be retained for five (5) years after completion of the Project.
14. **Monitoring**. The Project shall be monitored by the City on an annual basis to ensure that it complies with the HOME requirements throughout the Affordability Period and that the property is maintained in accordance with applicable property standards.
- a) Required Review of Records and Documents. The City will review all records on-site at the Project that document the Owner's compliance with HOME requirements such as: tenant income-eligibility; rent restrictions; affirmative marketing; tenant selection; and property standards.
  - b) Required Property Inspections. The City is required to perform a site visit on an annual basis to inspect the Project's exterior and common spaces and 10 to 15% of the HOME-assisted units in the Project.
  - c) Re-inspections. The City reserves the right to charge the Owner a re-inspection fee to verify the corrections of deficiencies noted in the required property inspection.
  - d) Notification Requirements for On-site visits. The City shall notify the Owner in writing a minimum of ten (10) days regarding the scheduling of the on-site review of records and documents and the required property inspections. Owner shall be required to notify tenants whose HOME-assisted units will be inspected a minimum of five (5) days prior to such

inspection.

e) Determination of non-compliance. The City shall determine if the Project meets HOME requirements as a result of monitoring. In such cases where the Project is determined to be out of compliance, the City will notify the Owner of its determination of compliance violations, including the level of the violation and the corrective actions needed to meet HOME requirements.

1. *Level of violations.*

- Level 1: One-time instances of noncompliance;
- Level 2: Moderate to severe instances of noncompliance that have multiple occurrences, and/or suggests that there are problems with management or operational issues in carrying out the requirements; and
- Level 3: Instances of gross negligence, fraud, discrimination, or physical conditions that pose an imminent threat to the health or safety of the tenants.

2. *Corrective Actions.* The City may utilize the following corrective actions:

- The City may require the Owner to make property improvements and pay for re-inspection of units;
- The City may require the Owner to reimburse overpaid rent to tenants;
- The City may accelerate the repayment of some portion of the HOME loan;
- The City may accelerate full payment of the balance of the loan;
- The City may require amendment of the terms of the HOME loan;
- The City may require the Owner to submit additional reports or submit reports on a more frequent basis;
- The City may increase monitoring visits;
- The City may restrict the Owner's decision making powers;
- The City may restart or extend the Affordability Period;
- The City may require the Owner to secure a new management agent;
- The City may require a change in property ownership;
- The City may foreclose on the property;
- The City may restrict the Owner from participating in future HOME-funded programs;
- The City may add the Owner to HUD's debarred list; and/or
- The City may notify the state tax credit authority.

15. **Enforcement.** The Loan Agreement specifies certain remedies available to the City for enforcement of this Agreement. If at any time the City believes an event of default has occurred under the Loan Agreement, the City may give written notice thereof to the Owner. The Owner shall have 15 days following receipt of such notice to cure any such event of default before the City may declare default (which the City may only do if the event of default is not cured or waived) under the Loan Agreement and proceed to exercise any of the City's remedies thereunder. Among other remedies, the City may declare the Loan to be immediately due and payable in full and may institute and prosecute any proceeding at law or in equity to obtain injunctive relief, to compel specific performance or to recover monetary damages together with the costs and expenses of any proceeding for the collection thereof, including reasonable attorneys' fees, or the City may take any other action available to remedy the violation.

No delay by the City in instituting or prosecuting any remedy shall operate as a waiver of the City's right to do so or to pursue other remedies. Owner shall not be deemed to be in default if the default is a result of unforeseeable causes beyond Owner's control and without its fault or negligence, including, but not limited to, acts of God, the public enemy or the federal government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes or unusually severe weather or delays of subcontractors due to such causes.

16. **Duration of the Agreement.** This Agreement shall continue in full force and effect until the Original Term of the Land Use Restriction Agreement, as defined therein. Notwithstanding the foregoing, this Agreement shall terminate as provided in 24 CFR Section 92.252(e) upon foreclosure or transfer in lieu of foreclosure. This Agreement shall be revived according to the original terms if, during the Original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or Property.
17. **Applicable Laws.** Owner shall at all times comply with and cause the Project to be in compliance with all federal, state, county, and city laws and regulations which are applicable to the Project or applicable to Owner as owner of the Project.
18. **Representations.** Owner represents and warrants to the City as of the date hereof that the Owner is a Wisconsin limited liability company, and has all requisite power, licenses and authority necessary to conduct its business, including owning the Property, and that this Agreement constitutes the legal, valid and binding obligation of the Owner, enforceable in accordance with the terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting the enforcement of creditors' rights generally.
19. **Assignment.** Owner's obligations under this Agreement may not be assigned without the prior written consent of the City. Where the City agrees to assign this Agreement, it shall be binding to all successors and assigns.
20. **Counterparts.** This Agreement may be executed in counterparts, with the counterparts together forming but one Agreement.
21. **Modification or Amendment.** This Agreement may be modified or amended by mutual consent of both the City and the Owner.
22. **Notices.** Notices as required pursuant to this Agreement shall be made by personal delivery, overnight delivery service or certified mail, return receipt requested, and addressed as shown in the first paragraph above and:

If to the City, in care of:

Director, Department of City Development  
Municipal Building, Room 308  
625 - 52nd Street  
Kenosha, WI 53140

with a copy to:

City Attorney  
Municipal Building, Room 201  
625 - 52<sup>nd</sup> Street  
Kenosha, WI 53140

If to CELEBRE PLACE LLC:

Robert B. Schwarz  
Celebre Place LLC  
2310 Parmenter Street #414  
Middleton, WI 53562

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**CITY OF KENOSHA**

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

(SEAL)

By: \_\_\_\_\_  
Michael Higgins, Clerk/Treasurer/Assessor

**CELEBRE PLACE LLC**

By: \_\_\_\_\_  
Robert B. Schwarz, President  
Parmenter Development, Inc. Manager of  
Celebre Place Management LLC, its  
Managing Member

**EXHIBIT A*****LEGAL DESCRIPTION OF LAND***

Address: *1870 27<sup>th</sup> Avenue*  
Parcel No.: *07-222-24-127-010*

Part of Lots 1-C and 1-D of Certified Survey Map No. 1829, recorded in the Office of the Kenosha County Register of Deeds on June 30, 1995, as Document No. 994663, being a redivision of Lot 1 of Certified Survey Map No. 1793, lying and being a part of the Northeast Quarter (¼) of Section Twenty-four (24), Town Two (2) North, Range Twenty-two (22) East of Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and more particularly described as follows:

Commencing at the northwest corner of said Lot 1-D; thence S 88°50'51" E along the north line of said lot 293.00 feet to the northeast corner of thereof; thence S 01°42'39" E 167.61 feet; thence southeasterly 179.61 feet along part of said Lot 1-C; which is the arc of a curve concave to the southwest; said curve having a central angle of 75°30'24", a radius of 140.00 feet and a chord which bears S 54°57'26" E 167.54 feet; thence N 88°50'51" W 427.41 feet to the west line of aforesaid Lot 1-D; thence N 01°42'39" W along said west line 261.16 feet to the northwest corner of said lot and the point of beginning; containing 1.96 acres more or less, subject to easements and restrictions of record.

## EXHIBIT B

*PROJECT BUDGET*Development Budget and Financing

## Project Budget

<i>Description</i>	<i>Cost</i>
Hard Construction Costs	\$4,365,008
Architectural and Engineering	\$166,200
<b>Soft Costs:</b>	
Construction Interest & Loan Fees	\$127,143
Financing Fees	\$73,125
Tax Credit Fees	\$67,000
Taxes During Construction	\$8,000
Builder's Risk Insurance	\$12,127
Title, Recording, etc.	\$7,000
Real Estate Legal Fees	\$31,500
Project Cost Certification	\$5,000
Organization Fees, Tax Opinion & Accounting	\$5,000
Marketing Expenses, Appraisal	\$49,250
Contingency	\$180,000
Other Miscellaneous Soft Costs	\$91,635
<b>Development Fees:</b>	
Development Fee	\$700,000
Initial Operating Reserve	\$354,028
<b>Land Acquisition:</b>	
Land Cost	\$230,000
Environmental Assessment, Archeological Survey, Development Consultants and Other Consultants	\$6,300
<b>Total Project Budget</b>	<b>\$6,478,316</b>

**Financing**

<i>Description</i>	<i>Cost</i>
Equity from Low Income Housing Tax Credit	\$4,691,712
Permanent Loan Financing	\$900,000
Developer Equity (Deferred Fee)	\$220,004
<b><i>Subtotal Financing</i></b>	<b><i>\$5,811,716</i></b>
Gap Financing Provided by City of Kenosha HOME Loan	\$666,600
<b><i>Total Financing</i></b>	<b><i>\$6,478,316</i></b>

**EXHIBIT C**  
**HOME PROGRAM LOAN TERMS**

<i>Borrower</i>	Celebre Place LLC
<i>Commitment</i>	<ul style="list-style-type: none"> <li>➤ Loan of up to \$666,600 (\$60,600 per HOME-assisted unit) for project cost gap financing</li> <li>➤ The final loan amount shall be determined by the underwriting requirements of the financial institution selected by the Owner.</li> <li>➤ The City of Kenosha HOME Commission will review and approve the final loan amount prior to the loan closing.</li> </ul>
<i>Loan Amount, Interest Rate &amp; Terms</i>	<ul style="list-style-type: none"> <li>➤ Up to \$666,600 with 3% simple interest on the principal amount of the loan up to \$666,600</li> <li>➤ Term of the loan shall be 20 years with no payments due for year one (1) and two (2).</li> <li>➤ Interest only payments for years three (3) through nineteen (19).</li> <li>➤ A lump sum final payment of Principal, along with interest, in year twenty (20).</li> <li>➤ Entire loan balance due upon sale or transfer of the property</li> <li>➤ All unpaid principal and accrued interest bears interest after maturity of the loan, whether occurring through lapse of time, acceleration or otherwise, at the rate of 12% per year until paid.</li> </ul>
<i>Collateral</i>	A mortgage on the land and building to be constructed at the project site 1870 27 <sup>th</sup> Avenue, Kenosha, WI.
<i>Purpose</i>	<ul style="list-style-type: none"> <li>➤ Provide subordinate financing to pay for HOME Program eligible expenses to develop and construct the project.</li> <li>➤ This project will provide 47 Senior Residential Care Apartment Complex (RCAC) apartments .</li> <li>➤ Nine (9) "Fixed" HOME-Assisted one-bedroom units and two (2) "Fixed" HOME-assisted two-bedroom units for persons with income at or below 50% of Kenosha County Median Income will be provided with the City of Kenosha HOME funding. Gross rents for the HOME-Assisted units will be set at the "Low HOME Rent Limits" for Kenosha. These rent limits are published annually by the US Department of Housing &amp; Urban Development and will be provided by the City of Kenosha.</li> <li>➤ Twenty (20) one-bedroom units and two (2) two-bedroom units for persons with income at or below 50% of Kenosha County Median Income will be provided with Low Income Housing Tax Credit funding.</li> <li>➤ Six (6) one-bedroom units and eight (8) two-bedroom units for persons with income at or below 60% of Kenosha County Median Income will be provided with Low Income Housing Tax Credit funding.</li> <li>➤ The Home-Assisted units will have a 20 year Affordability Period under the HOME Program regardless if the HOME Program loan balance is paid off earlier than scheduled.</li> </ul>
<i>Principal Covenants</i>	<p>Prior to loan closing, the borrower shall enter into the following agreements and provide the following information which shall include the following covenants, among others, customary to these types of transactions:</p> <ol style="list-style-type: none"> <li>1. HOME Program Agreement</li> <li>2. Loan Disbursing Agreement</li> <li>3. Land Use Restriction Agreement</li> <li>4. Evidence of permanent first mortgage financing in the amount of \$900,000 for 30 years</li> <li>5. Evidence of Owner Equity invested in the project in following amount: Developer Loan/Deferred Fee of \$220,004</li> <li>6. Equity in the project from sale of Low Income Housing Tax Credits in the amount of \$4,691,712</li> </ol>

7. Compliance with the US Department of Housing and Urban Development (HUD) and City of Kenosha HOME Program requirements
8. Compliance with all Other Federal Requirements as applicable to the HOME Program Final Rule (24 CFR Part 92).
9. Verification that the Celebre Place development will be either registered or certified as a Residential Care Apartment Complex (RCAC) that will offer services through the Wisconsin Family Care Program.
10. A copy of the Subsidy Layering Analysis completed by the Owner to be reviewed by the City of Kenosha HOME Commission.
11. A written assurance that qualified local subcontractors will be provided with the opportunity to bid on the construction work for the project.
12. Following Project construction completion, the Owner shall provide the City of Kenosha with the following document: A Final Project Cost Certification Report, completed by an independent public accounting firm, certifying all of the HOME Program eligible expenses after project completion, to be submitted to the City for review and approval by the City of Kenosha HOME Commission to determine the final HOME loan amount.
13. If the final cost certification report indicates that the full \$666,600 HOME Program loan was not needed in order to cover the financing gap for the project, the Owner agrees and will refund any HOME funds not needed to provide the affordable HOME-assisted units for the project.

All documents used for this transaction shall be reviewed and approved by the City Attorney's office in all respects.

The borrower will be responsible to pay all out-of-pocket costs including recording fees, title insurance, and attorney's fees.

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**MORTGAGE NOTE**

\_\_\_\_\_, 2011 ("Date of Commencement")

**FOR VALUE RECEIVED**, the undersigned (hereinafter the "BORROWER") promises to pay to the order of the City of Kenosha, a municipal corporation of the State of Wisconsin, (hereinafter the "LENDER") or its successors, the principal sum of Six Hundred Sixty-six Thousand Six Hundred and No/100 Dollars (\$666,600.00) payable at 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 or at such place as may be designated by LENDER. Said payments shall be directed to the City Clerk or such person as may be designated by LENDER.

This NOTE evidences a loan by LENDER to BORROWER for the exclusive purpose of providing a portion of funds necessary to construct a (47) forty-seven unit Senior Residential Care Apartment Complex at 1870 27<sup>th</sup> Avenue (hereinafter the "PROJECT").

This NOTE is secured by a Mortgage of even date hereafter in favor of LENDER, as beneficiary, on the above-reference PROJECT. Additional terms of the loan evidenced by this NOTE are set forth in the Mortgage, Home Program Agreement and Land Use Restriction Agreement between BORROWER and LENDER, each dated as the date hereof, and payment may be accelerated for a breach of any of them.

This NOTE bears simple interest at an annual rate of Three Percent (3%). The term of this NOTE shall be Twenty (20) years or until the balance is paid in full; whichever comes first.

During the term of this NOTE, BORROWER shall not be required to make payments on the first or second anniversaries of the Date of Commencement set forth above. On the third through nineteenth anniversaries of the Date of Commencement BORROWER shall make payments of interest only. The principal of Six Hundred Sixty-six Thousand Six Hundred and No/100 Dollars (\$666,600.00), along with the interest shall be paid in full by the twentieth anniversary of the Date of Commencement. An amortization schedule is attached hereto and incorporated herein by reference.

Notwithstanding any other provision of this NOTE, all unpaid principal and accrued interest bear interest after maturity of this NOTE, whether occurring through lapse of time or acceleration, at the rate of 12% per year until paid.

All payments shall be applied in such manner as LENDER determines to interest, principal, and payments due under any agreement securing this NOTE.

If the BORROWER shall default in the payment of any installment due under the NOTE, and such default is not cured prior to sixty (60) days of such default, or BORROWER shall default in the performance of any covenant or provision of any document of even date herewith and collateral hereto, and BORROWER fails to cure such default within sixty (60) days of notice of such default then the entire unpaid principal amount of this NOTE, together with accrued interest and late charges, shall become immediately due and payable, at the option of the LENDER, without notice to BORROWER. Failure of the LENDER to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal and interest, so long as the amount of optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments. If LENDER exercises its option to declare the entire amount of BORROWER's loan immediately due and payable as provided above, BORROWER hereby agrees to pay LENDER's costs and expenses of collection, including reasonable attorney's fees and court costs. If this NOTE is reduced

to judgment, the judgment shall bear interest at the maximum rate permissible on such judgments in the State of Wisconsin, or if there is no such maximum, at the rate of twelve (12%) percent PER ANNUM. This NOTE shall be governed by and interpreted by the laws of the State of Wisconsin, except to the extent superseded by Federal law.

If any installment remains unpaid for a period of fifteen (15) days from its due date, the BORROWER hereby agrees to pay to the LENDER a late charge of five (5%) percent of the unpaid amount of such installment.

This is a non-recourse obligation and no personal liability shall be asserted hereunder against BORROWER, its permitted assigns, or their partners. Upon default, the obligations hereunder shall be payable only from the proceeds of Lender collateral.

Any forbearance by the LENDER with respect to any of the terms and conditions of this NOTE in no way constitutes a waiver of any of the LENDER's rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

LENDER	City Clerk 625 52 <sup>nd</sup> Street, Room 105 Kenosha, Wisconsin 53140
with a copy to :	City Attorney 625 52 <sup>nd</sup> Street, Room 201 Kenosha, Wisconsin 53140
BORROWER	Celebre Place LLC Attn: Robert B. Schwarz 2310 Parmenter Street, #414 Middleton, Wisconsin 53562

The BORROWER shall notify the LENDER, in writing, of any change in the Borrower's name and address within ten (10) days of any change.

The BORROWER reserves the right to prepay at any time all or any part of the remaining balance of this NOTE without the payment of penalties or premiums.

All parties to this NOTE hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor. The BORROWER hereby waives, to the extent permitted by law, and all homestead and other exemption rights with otherwise would apply to the debt evidenced by this NOTE.

#### **SIGNATURES FOLLOW**



**PROPOSED PAYMENT STRUCTURE**

Year	Description	Principal	Interest	Annual Payment	Principal Balance
1	No payment	\$-	\$-	\$-	\$666,600
2	No payment	\$-	\$-	\$-	\$666,600
3	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
4	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
5	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
6	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
7	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
8	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
9	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
10	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
11	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
12	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
13	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
14	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
15	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
16	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
17	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
18	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
19	Interest only @ 3%	\$-	\$19,998	\$19,998	\$666,600
20	Interest @ 3% and lump sum payment of Principal	\$666,600	\$19,998	\$686,598	\$-
<b>Totals</b>		<b>\$666,600</b>	<b>\$359,964</b>	<b>\$1,026,564</b>	

**TERMS**

The loan generated from the HOME program award is proposed to have a term of 20 years and an interest rate of 3%.  
 No payments are proposed in Year 1 - Year 2; in Year 3 - Year 19, interest-only payments are proposed.  
 A lump sum payment of Principal, along with the interest, will be paid in Year 20.

State Bar of Wisconsin Form 21-2003  
**MORTGAGE**

Document Number

Document Name

CELEBRE PLACE LLC

("Mortgagor," whether one or more) mortgages to CITY OF KENOSHA

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 666,600 evidenced by a note or notes, or other obligation ("Obligation") dated executed by CELEBRE PLACE LLC

Recording Area

Name and Return Address  
Department of City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

07-222-24-127-010

Parcel Identification Number (PIN)

This is not homestead property.  
(is) (is not)  
This is not a purchase money mortgage.  
(is) (is not)

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Kenosha County, State of Wisconsin

Part of Lots 1-C and 1-D of Certified Survey Map No. 1829, recorded in the Office of the Kenosha County Register of Deeds on June 30, 1995, as Document No. 994663, being a redivision of Lot 1 of Certified Survey Map No. 1793, lying and being a part of the Northeast Quarter (¼) of Section 24, Town 2 North, Range 22 East of Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and more particularly described as follows: Commencing at the northwest corner of said Lot 1-D; thence S 88°50'51" E along the north line of said lot 293.00 feet to the northeast corner of thereof; thence S 01°42'39" E 167.61 feet; thence southeasterly 179.61 feet along part of said Lot 1-C; which is the arc of a curve concave to the southwest; said curve having a central angle of 75°30'24", a radius of 140.00 feet and a chord which bears S 54°57'26" E 167.54 feet; thence N 88°50'51" W 427.41 feet to the west line of aforesaid Lot 1-D; thence N 01°42'39" W along said west line 261.16 feet to the northwest corner of said lot and the point of beginning; containing 1.96 acres more or less, subject to easements and restrictions of record.

**I. MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default beyond any applicable cure period, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 60 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default beyond any applicable cure period, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default beyond any applicable cure period by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

**CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:**

- A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are Celebre Place LLC, 2310 Parmenter Street #414, Middleton, WI 53562 ; (6) the state of organization and the organizational identification number of the debtor (if applicable) are Wisconsin C78021 ; and (7) the address of the secured party is 2310 Parmenter Street #414, Middleton, WI 53562 .

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated

CELEBRE PLACE LLC

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\*Robert B. Schwarz \* \_\_\_\_\_

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)  
\* \_\_\_\_\_ \* \_\_\_\_\_

**AUTHENTICATION**

**ACKNOWLEDGMENT**

Signature(s)  
authenticated on \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
\_\_\_\_\_ COUNTY )

\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by Wis. Stat. § 706.06)

Personally came before me on \_\_\_\_\_,  
the above-named  
to me known to be the person(s) who executed the  
foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:  
William K. Richardson

\* \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (is permanent) (expires: \_\_\_\_\_)

(Signatures may be authenticated or acknowledged. Both are not necessary.)  
NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

\* Type name below signatures.

**LAND USE RESTRICTION AGREEMENT**

Document Number

Document Title

Project Number RHD-

This Land Use Restriction Agreement (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_, 20\_\_\_, by and between Celebre Place LLC, a Wisconsin limited liability company, and its successors and assigns ("Owner"), and the **CITY OF KENOSHA** ("City"), and its successors and assigns.

**WITNESSETH:**

**WHEREAS**, Owner owns the real property legally described as shown on Exhibit A attached hereto ("Property"); and

**WHEREAS**, certain of the expenses incurred or to be incurred ("Expenses") by Owner in developing and constructing or rehabilitating rental apartment units on the

Property ("Project") are to be financed from funds ("Funds") to be made available and granted under the federal HOME Investment Partnerships Act, 42 United States Code 12701 *et seq.* (the "Statutes"), and under regulations set forth in Title 24 *Code of Federal Regulations* Part 92 (the "Regulations"), from the United States Department of Housing and Urban Development to the State; and

**WHEREAS**, the City is willing to lend the Funds to Owner for application to the Project Budget pursuant to the terms of a HOME Program Agreement, dated as of the date hereof, between Owner and the City ("Contract"), which Contract describes the Project; and

**WHEREAS**, as an inducement for the City to lend the Funds to Owner, Owner is willing to restrict the use of the Property as hereinafter described and as required by the Statutes, Regulations and Contract;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The restrictions set forth herein shall be applicable to eleven (11) (the "HOME Units") of the apartment units in the Project. The HOME Units shall consist of nine (9) one-bedroom units and two (2) two-bedroom units. The HOME Units shall be considered "fixed" HOME units pursuant to 24 CFR Section 92.253(j) and shall retain the applicable rent and income limits set forth therein and those set forth in the Contract. The designated fixed one-bedroom HOME Units are as follows: Units 102, 104, 204, 210, 212, 304, 310, 404 and 410. The designated fixed two-bedroom HOME Units are as follows: Units 302 and 324. The addresses and locations of the HOME units shall not be changed.

Name and Return Address:  
 City Development  
 625 52<sup>nd</sup> Street, Room 308  
 Kenosha, Wisconsin 53140

07-222-24-127-010  
 Parcel Identification Number

2. Owner shall at all times comply with the requirements of the Statutes, Regulations and Contract, including, but not limited to, the affordable housing requirements set forth in 24 CFR Section 92.252, hereinafter the "Affordability Period". All words and phrases used herein which are defined in the Statutes or Regulations shall have the meanings set forth in the Statutes or Regulations. Owner shall timely fulfill, at Owner's sole expense, all of Owner's responsibilities under the Contract.

3. This Agreement shall constitute covenants running with the land, shall be appurtenant to the Property and shall be binding upon all future owners of the Property during its term. This Agreement shall become effective on the date hereof. Unless sooner terminated or amended in a written document signed by the parties hereto, and notwithstanding repayment of the loan from City to Owner made in connection with the execution of this Agreement ("Loan"), this Agreement shall continue in full force and effect until the 20th anniversary of the date of "Project Completion" as used in 24 CFR Section 92.252(e), the Affordability Period, or until the Loan is repaid in full, whichever is longer (the "Original Term"). Project Completion is further defined as the date when the City enters project completion data and beneficiary data for initial occupants of all HOME-assisted units within the U.S. Department of Housing and Urban Development (HUD) reporting system, currently the Integrated Disbursement and Information System (IDIS). The City shall notify the Owner of the required Affordability Period in writing at such time the Affordability Period has been determined. Notwithstanding the foregoing, this Agreement shall terminate as provided in 24 CFR Section 92.252(e) upon foreclosure or transfer in lieu of foreclosure. The City may use purchase options, rights of first refusal or other preemptive rights to purchase the Property before foreclosure or deed in lieu of foreclosure to preserve affordability. However, nothing herein shall require the City to purchase or otherwise acquire the Property. This Agreement shall be revived according to the original terms if, during the Original Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Property.

4. In the event of default by Owner hereunder, the City may pursue all remedies made available to it under the Statutes, Regulations and Contract, may enforce this Agreement by action for specific performance, and may pursue against Owner and the Property all other remedies available at law or in equity.

5. The Owner shall indemnify, defend and hold harmless the City, its officers, agents and employees, from any and all claims, demands, liabilities and causes of action of whatsoever kind or nature related to the Property or the Project, its financing, organization, construction, operation, administration, repair or maintenance occasioned in whole or in part by any act or omission of the Owner or its tenants, agents, contractors, subcontractors, invitees or employees, including all reasonable attorneys' fees incurred in defense, which may now or hereafter be made against them. The City shall have no obligation for any obligation or liability of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

[SEAL]

**CELEBRE PLACE LLC**  
By Robert B. Schwarz, President  
Parmenter Development, Inc., Manager  
Celebre Place Management LLC, its  
Managing Member

By: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, Robert B. Schwarz of Celebre Place LLC, to me known to be the person who executed the foregoing instrument as such officer as the agreement of said company, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI.  
My Commission expires/is: \_\_\_\_\_

CITY OF KENOSHA, WISCONSIN  
A Wisconsin Municipal Corporation

[SEAL]

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Higgins, Clerk/Treasurer/Assessor

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, Keith  
G. Bosman and Michael Higgins of [Company Name], to me known to be the persons who  
executed the foregoing instrument.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

**Legal Description**

Address: *1870 27<sup>th</sup> Avenue*  
Parcel No.: *07-222-24-127-010*

Part of Lots 1-C and 1-D of Certified Survey Map No. 1829, recorded in the Office of the Kenosha County Register of Deeds on June 30, 1995, as Document No. 994663, being a redivision of Lot 1 of Certified Survey Map No. 1793, lying and being a part of the Northeast Quarter (¼) of Section Twenty-four (24), Town Two (2) North, Range Twenty-two (22) East of Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and more particularly described as follows:

Commencing at the northwest corner of said Lot 1-D; thence S 88°50'51" E along the north line of said lot 293.00 feet to the northeast corner of thereof; thence S 01°42'39" E 167.61 feet; thence southeasterly 179.61 feet along part of said Lot 1-C; which is the arc of a curve concave to the southwest; said curve having a central angle of 75°30'24", a radius of 140.00 feet and a chord which bears S 54°57'26" E 167.54 feet; thence N 88°50'51" W 427.41 feet to the west line of aforesaid Lot 1-D; thence N 01°42'39" W along said west line 261.16 feet to the northwest corner of said lot and the point of beginning; containing 1.96 acres more or less, subject to easements and restrictions of record.

## DISBURSING AGREEMENT

Title Commitment/Policy No.: \_\_\_\_\_ (the "Commitment/Policy")

This Disbursing Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among **CELEBRE PLACE LLC.**, a Wisconsin limited liability company (the "Owner"), **CAPITAL FUND TITLE SERVICES, LLC** ("Title Company"), and the **CITY OF KENOSHA**.

### WITNESSETH:

**WHEREAS**, the City has this day made a \$666,600 mortgage loan ("Loan") to Owner, the proceeds of which are to be disbursed through the Title Company for application to a portion of the expenses incurred or to be incurred by Owner in connection with the acquisition of real property for, and the development, financing, construction and operation of, a Senior Residential Care Apartment Complex building on the real property described in the Commitment/Policy (the "Project"); and

**WHEREAS**, such Loan represents 10.29% of the Project development costs; and

**WHEREAS**, Owner will also pay for portions of its expenses for the Project from the proceeds of one or more additional loans and from Owner's cash equity (together with Loan proceeds, the "Funds"), all of which shall be disbursed through the Title Company; and

**WHEREAS**, the City and Owner will, from time to time on or after the date hereof, deposit Funds with the Title Company, and Owner has paid the Title Company the premium for the title insurance to be issued pursuant to the Commitment/Policy; and

**WHEREAS**, the "General Contractor" for the Project is Horizon Construction Group, Inc. and the "Inspecting Architect" is Knothe & Bruce Architects LLC;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Disbursements.

a. **Initial Disbursement.** City disbursement of ninety percent (90%) of the Loan proceeds shall be immediately subsequent to the Owner's first disbursement of investor funding in the amount of \$680,000.

b. **Intermediate Disbursements.** City disbursement of five percent (5%) of the Loan proceeds shall be made upon request for such disbursement at month 7 of construction of the Project. An additional 2.5 percent of the Loan proceeds shall be made at the time the City grants the Project a Certificate of Occupancy.

c. **Final Prorata Share of Disbursements.** City disbursements of the final 2.5 percent of the Loan proceeds shall be made on a prorata basis upon the Owner providing documentation of occupancy of each HOME-assisted unit.

2. Prior to First Disbursement. Prior to the first disbursement of Funds, Title Company shall be furnished with:

a. A written sworn statement from Owner showing the sources and applications of all Funds for the Project, and providing the names and addresses of those with whom Owner has contracted and who will be paid Funds (“Owner’s Cost Breakdown”);

b. A written statement from the General Contractor setting forth in detail the names of all contractors and material suppliers with whom it has contracted (and, to the extent known to General Contractor, those with whom its subcontractors and suppliers have contracted), their addresses, work or materials to be furnished, amounts of the contracts, amount paid to date, amounts of current payments and balances due (the “Contractor’s Cost Breakdown”);

c. A “Draw Request” from Owner identifying the disbursements to be made (including those payable to Title Company), the names and addresses of the payees, and the source(s) of Funds (and the respective amount from each source) to be applied in making each line item disbursement, which shall be approved in writing by each party providing Funds for disbursement; and

d. Funds sufficient to fund the Draw Request (“Draw Funds”), with each source of Funds and the respective amount therefrom identified.

3. Subsequent Disbursements. Prior to each disbursement of Funds hereunder subsequent to the first disbursement, Title Company shall be furnished with:

a. An Owner’s Cost Breakdown, dated as of the disbursement date, from Owner;

b. A Contractor’s Cost Breakdown, dated as of the disbursement date, from the General Contractor;

c. A sworn statement from the General Contractor that it: has paid all subcontractors and suppliers in accordance with each prior Draw Request; will promptly upon disbursement from Title Company pay all subcontractors and suppliers in accordance with the current Draw Request; is solvent and able to pay its obligations in a timely manner as they mature; and is not subject to any litigation, arbitration, or threats thereof, or any bankruptcy or similar proceeding;

d. Such waivers or releases of lien from the General Contractor and each of its subcontractors and suppliers as may be required by Title Company, together with all invoices, contracts or other supporting documents required by Title Company;

e. A report or a certification by the Inspecting Architect certifying that work has been completed and materials are in place as indicated by the Draw Request;

f. A Draw Request; and

g. Draw Funds.

4. Title Company Procedures. Prior to making each disbursement pursuant to a Draw Request, Title Company will examine title to the Project to determine whether or not any

intervening liens or other matters have been filed. If any are disclosed, Title Company shall so notify Owner and the City. Title Company shall not make any disbursement until all liens on the Project and other title matters have been disposed of to the satisfaction of Owner and the City. Title Company shall concurrent with disbursement of each Draw Request issue a pending disbursement endorsement to the Commitment/Policy: (a) extending the effective date of the Commitment/Policy to the date of disbursement; (b) increasing the amount of the insurance coverage for each insured which is a lender to the aggregate amount of Funds provided by such insured and disbursed to date; and (c) increasing the amount of the insurance coverage for Owner to the aggregate amount of Funds from all sources disbursed to date. The form of the endorsement shall be in the form attached as Exhibit A (the "Pending Disbursement Endorsement").

If the Title Company discovers a misstatement or deficiency in any of the documents provided by Owner or General Contractor, it may stop disbursement until the misstatement or deficiency has been corrected.

Any Loan proceeds received by the Title Company must be disbursed within fifteen days, either pursuant to a Draw Request, if the Title company is authorized hereunder to so disburse, or to the City.

All disbursements of Funds payable to General Contractor or any of its subcontractors or suppliers will be made by Title Company directly to the General Contractor. In the event that the General Contractor and any subcontractor or supplier jointly authorize Title Company to pay any funds due one to the other, Title Company may comply with such authorization. However, it is the intention of the parties named herein that no person which is not a signatory to this escrow shall be a third party beneficiary of this Agreement, and Title Company owes no duty of care to any such party.

5. Limits of Title Company's Duties. The functions and duties assumed by Title Company include only those described in this Agreement, and Title Company is not obligated to act except in accordance with the terms and conditions of this Agreement. Title Company does not certify or insure that (a) the building will be completed, (b) the building, when completed, will be in accordance with plans and specifications, (c) sufficient funds will be available for completion, or (d) the certifications of the Inspecting Architect are correct. Title Company shall not be responsible for any loss of documents or funds while such documents or funds are not in its custody. Documents or funds deposited in the United States mail shall not be construed as being in custody of Title Company.

6. Escrow Fee. An escrow fee of \$ \_\_\_\_\_ per draw is to be paid by Owner, which fee must be paid at the time each draw is disbursed or which fee will be deducted from the Draw Funds.

7. Escrow Termination; Resignation of Title Company. This escrow shall terminate, and Title Company shall have no further liability to Owner hereunder, in any of the following events: (a) if Title Company declines to issue the Pending Disbursement Endorsements, or Owner selects another insurer to issue such endorsements, or (b) if a subsequent title search reveals a matter for which Owner requires an assurance which Title Company is unwilling to provide. Title Company shall also have the right to resign as Title Company, upon written notice to Owner. If this escrow terminates or if Title Company resigns, Title Company shall return to Owner any documents and funds in its possession relating to this escrow. Any such resignation or termination shall not affect Title Company's obligations under the Commitment/Policy.

8. No Interest on Escrowed Funds. Owner acknowledges and agrees that no interest will accrue to Owner on any funds held in escrow by Title Company pursuant to this Agreement and that, in addition to the fees and charges payable to Title Company for its services, Title Company may receive ancillary benefits from the use of the funds held in escrow.

9. Construction Lien Coverage Granted. Title Company acknowledges that the Commitment/Policy, as originally dated, gives full and complete title insurance coverage regarding construction liens to the City. Title Company further acknowledges that the Pending Disbursement Endorsements issued or to be issued hereunder continue full and complete title insurance coverage regarding construction liens to the City, through the date of each such endorsement. Title Company has made or will make whatever inquiries and has obtained or will obtain whatever affidavits and other assurances it deems necessary to give such ongoing construction lien coverage.

10. Inconsistencies Resolved in Favor of This Agreement. Any inconsistencies between the terms and provisions of this Agreement and other insured closing letters or related letters issued by Title Company shall be construed in favor of the terms and provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**CELEBRE PLACE LLC**

By: \_\_\_\_\_  
Robert B. Schwarz, President  
Parmenter Development, Inc., Manager of  
Celebre Place Management LLC, its  
Managing Member

**CAPITAL FUND TITLE SERVICES LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Agent

**CITY OF KENOSHA**

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

By: \_\_\_\_\_  
Michael Higgins, Clerk/Treasurer/Assessor

General Contractor agrees that this Agreement shall not be construed as, nor is it the intent of any of the parties hereto, to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than Owner, City and Title Company under a third party beneficiary theory or otherwise. The General Contractor signs below to concur in the above escrow instructions.

---

By: John Faust, President  
Horizon Construction Group, Inc.

**ENDORSEMENT**

Attached to Commitment/Policy No. \_\_\_\_\_

**ISSUED BY**

\_\_\_\_\_ **TITLE INSURANCE COMPANY**

The Commitment/Policy is hereby amended as follows:

1. The Effective Date of Commitment/Policy is changed to: \_\_\_\_\_, 200\_\_.
2. The Company recognizes that amounts have been advanced on the loans secured by the mortgages set forth in Schedule A, and that the Owner has advanced equity cash, and thus insurance coverage is hereby increased to the following amounts:

Owner Equity	\$ _____
_____ Bank	\$ _____
CITY OF KENOSHA	\$ _____

The insurance includes coverage against all loss or damage which may be sustained by an insured by reason of any construction lien which is filed for that part of the work performed and materials furnished as described in the Draw Request dated \_\_\_\_\_, 200\_\_ and all previous Draw Requests, if any.

This endorsement is made a part of the Commitment/Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly City, it neither modifies any of the terms and provisions of the Commitment/Policy and any prior endorsements, nor does it extend the effective date of the Commitment/Policy and any prior endorsements, nor does it increase the face amount thereof.

\_\_\_\_\_ **TITLE INSURANCE**  
**COMPANY**  
By \_\_\_\_\_, Agent

By: \_\_\_\_\_  
Authorized Signature

KEITH G. BOSMAN  
MAYOR



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

August 29, 2011

Dear Members of the HOME Commission,

I am sorry that I am unable to attend the meeting tonight. But, I would like to offer my opinion on the HOME Rental Development Program 2011 Funding application for a HOME loan for the construction of Celebre Place.

I believe this is a good use of HOME funds and will be very beneficial to the City of Kenosha and to the people of the north side.

I believe this is a good project for a number of reasons:

- 1) It is the completion of the Lou DeMarco Village campus and will allow seniors to move into assisted living without moving from the campus.
- 2) It transfers the property to a private developer from the Senior Action Council. The Senior Action Council has had great difficulty paying the taxes.
- 3) It is more than \$4.0 million in new tax base.
- 4) The facility will provide jobs for Kenosha residents.

I ask that you send a positive recommendation to the Common Council.

Yours truly,  
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Keith G. Bosman", is written over the typed name. The signature is stylized and somewhat cursive.

Keith G. Bosman  
Mayor



## HOME Rental Development Program 2011 Funding Application

### **Applicant Data**

Applicant: Parmenter Development, Inc. Contact: Robert B. Schwarz  
 Address: 2310 Parmenter St. #414  
 City: Middleton State: WI Zip: 53562  
 Phone: -6083454479 Fax: -6082036640 E-mail: rbschwarz@charter.net  
 Is applicant an officially certified Community Housing Development Organization (CHDO)?  
 Yes  No  Application Pending

### **Proposal Summary**

Development Name: Celebre Place  
 Address: 1870 27th Avenue Kenosha, WI 53140

<u>Project Type</u>	<u>Unit Type</u>	<u>Unit Data</u>
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Single Family	Total Units <u>47</u>
<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Duplex	Total HOME-assisted Units <u>11</u>
<input type="checkbox"/> Acquisition/Rehab	<input type="checkbox"/> Triplex	
	<input checked="" type="checkbox"/> Multifamily (4 +)	

Occupancy Targeting  
 No Special Targeting  Disabilities/Special Needs  
 Elderly  Other Residential Care Apartment Complex

### **Funding Summary**

Total Development Cost:	\$ <u>6478316</u>	Is your organization requesting CHDO Operational Funds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>HOME Funds Requested:</b>	\$ <u>666600</u>	
		Amount Requested: \$ <u>0</u>

## Development Team

Each member of the development team must submit a resume that lists qualifications, address, and telephone number.

Developer: Parmenter Development, Inc.

Owner: Celebre Place LLC

General Partner/Managing Member: Celebre Place Management LLC % of GP/MM 1.0%

General Partner/Member: GLC Fund Housing LP XXV % of GP/MM 0

Contractor: Horizon Construction Group, Inc.

Management Company: Horizon Management Services, Inc. and Fresh Coast Partners. LLC

Consultant: JSD Professional Services, Inc.

Architect: Knothe & Bruce Architects, LLC

List any direct or indirect, financial, or other interests a member of the development team may have with another member of the team. List "none" if there are no identities of interests. Use a separate sheet if needed.

none

## Site Information

1. Will real estate be acquired for this development (purchase or donation)? Yes  No   
If no, skip to question 5.
2. Name(s) of Current Owner(s): Kenosha Senior Action Council Housing Mngmt Corp. Phone: -2626528144  
Address: 1025 56th St.  
City: Kenosha State: WI Zip: 53140
3. What form of control does the applicant have over the proposed site/existing building(s)?  
 Deed  Option  Purchase Contract  Other  None  
Expiration date of contract or option: 12-31-11 *Attach documentation*
4. Is site properly zoned for the proposed development?  Yes  No *Attach documentation*
5. Are all utilities available to the site?  Yes  No *Attach documentation*
6. Total acres in the site: 2
7. Total number of buildings (existing or to be constructed): 1  
Gross Floor Area of All Buildings: 58000  
Residential Floor Area: 48880 Non-residential Floor Area: 9,120
8. Attach the following documents:  
Site Location Map *A detailed map indicating where the proposed development is to take place*

Site Plan

For new construction, a detailed map indicating exactly where the proposed development sits on the site.

**Davis Bacon Review**

1. Number of HOME-assisted units identified in the HOME Unit Summary section above:  
If the answer is 12 or more, continue with the remaining question(s) in this section. 11
2. Has the applicant obtained wage determinations from the Department of Labor? Yes  No
3. Has the applicant factored these into the development budget? Yes  No
4. Provide a narrative on the applicant's experience with Davis Bacon and how compliance will be achieved on this proposal.

**Unit Summary**

List all units, indicate which are HOME assisted.

a. HOME-assisted	b. # of Bedrms	c. Number of Units	d. Contract Rent	e. Utility Allowance	f. Gross Rent	g. Square Feet/ Unit	h. Income Restriction (at or below 50% AMI)
<input type="checkbox"/>	1	9	603	31	634	720	24900
<input type="checkbox"/>	1	20	603	31	634	720	24900
<input type="checkbox"/>	1	6	690	31	721	720	29880
<input type="checkbox"/>	2	2	723	37	760	910	28450
<input type="checkbox"/>	2	2	723	37	760	910	28450
<input type="checkbox"/>	2	8	827	37	864	910	34140

**Rental Assistance**

1. Do any of the HOME-assisted units receive or will receive rental assistance? Yes  No 
  - Section 8 Project Based Assistance
  - Section 8 Vouchers/Certificates
  - State Assistance
2. Number of units receiving assistance \_\_\_\_\_
3. Number of years in the rental assistance contract \_\_\_\_\_

**NOTE:** If any type of assistance is to be received, documentation from the appropriate agency must be included with the application.

**Monthly Utility Allowance Calculations** (Per City of Kenosha Housing Authority Utility Allowances)

Utilities	Type of Utility	Utilities Paid By		Enter Allowances by Bedroom Size				
				0-Bdr	1-Bdr	2-Bdr	3-Bdr	__ Bdr
Heating	gas	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
A/C	electric	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		0	0		
Cooking	electric	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		6	8		
Lighting		<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Tenant		25	29		
Hot Water	gas	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Water		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Sewer		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
Trash		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant					
<b>Total Utility Allowance for Units</b>					31	37		

**NOTE:** Documentation of all utility calculations must be included with applications.

- HUD                                       RD  
 Utility Company                      Name \_\_\_\_\_  
 Local PHA                                      Name Kenosha Housing Authority, 2011 Utility Allowance Schedule

**Equipment Included with Unit**

- Range     Refrigerator     Disposal  
 Dishwasher     Air Conditioner     Kitchen Exhaust Fan  
 On-Site Laundry     Washer/Dryer Hook-up     Security System in Unit  
 Other: microwave oven

**Amenities or Additional Services Provided**

Underground parking, On-Site Management, Community Room, Dining Room, Fitness Room, Beauty Salon, Business Center, Arts & Crafts Room, Outdoor patio and grill, common laundry room. KSAC Office

Daily meal service, assisted living services, leisure time and community activities, barber and beauty service, banking services, housekeeping and arranging transportation

The property will be staffed 24/7, to meet scheduled and unscheduled needs of the residents.

Nursing services will also be offered and will include assistance with activities of daily living.

An on-site chef will prepare meals, and residents may choose from a variety of meal plan options.

**Proposal Funding Detail**

List funds to be supplied by other sources (permanent sources). These sources, plus the HOME funds request, must equal the Total Development Cost on Page 1. **Attach letters of commitment from funding sources.** Applicants should provide match of at least 25 percent of their HOME request. See Attachment A for description.

**Loans**

Lender: WHEDA Amount: \$ 900000  
Contact & Phone: Susan Falch, 608-266-4667 Interest Rate: % 7.5 Term: 30 years  
Annual Debt Service: \$ 75515 BMIR: Yes  No  Value: \$

Lender: City of Kenosha HOME Program Amount: \$ 666600  
Contact & Phone: Michael Maki; 262-653-4030 Interest Rate: % 3 Term: 20 years  
Annual Debt Service: \$ 19998 BMIR: Yes  No  Value: \$ 17640

**Grants**

Grantor: \_\_\_\_\_ Amount: \$  
Contact & Phone: \_\_\_\_\_ Match: Yes  No

Grantor: \_\_\_\_\_ Amount: \$  
Contact & Phone: \_\_\_\_\_ Match: Yes  No

**Other Sources**

**(Donations, In-kind Services, Forbearance of Fees)**

Source: Equity Investor: Great Lakes Capital Fund for Housing XXV Amount/Value: \$ 4691712  
Contact & Phone: Keith Broadnax, 608-260-0050 Match: Yes  No

Source: Parmenter Development, Inc. (deferred dev fee loan). Amount/Value: \$ 220004  
Contact & Phone: Robert B. Schwarz, 608-345-4479 Match: Yes  No

Source: Kenosha Senior Action Council Housing Management Corp. Amount/Value: \$ 50000  
Contact & Phone: Bill Michel, 262-652-8144 Match: Yes  No

Source: \_\_\_\_\_ Amount/Value: \$  
Contact & Phone: \_\_\_\_\_ Match: Yes  No

Source: \_\_\_\_\_ Amount/Value: \$  
Contact & Phone: \_\_\_\_\_ Match: Yes  No

**Development Cost Detail**

The Development Cost Detail should be completed **in full detail**.

Who prepared the cost estimate? (Name & Title):	Robert B. Schwarz, President	
<b>Itemized Cost</b>	<b>Total Development Cost</b>	<b>Do Not Use This Space</b>
<b>To Purchase Land &amp; Buildings</b>		
Land	230000	
Existing Structures	0	
Demolition	0	
Other	0	
<b>For Site Work</b>		
Site Work	121700	
Off-Site Work	20000	
<b>For Rehabilitation &amp; New Construction</b>		
New Building	3739736	
Rehabilitation	0	
Accessory Building	0	
General Requirements	159524	
Contractor Overhead	159524	
Contractor Profit	159524	
Building Permit Fee	5000	
<b>For Contingency</b>		
Construction Contingency	180000	
Other Miscellaneous Soft Costs	35000	
<b>For Architectural &amp; Engineering Fees</b>		
Architect Fee – Design	110200	
Architect Fee – Supervision	20000	
Real Estate Attorney	31500	
Consultant or Processing Agent	0	
Property/Survey Fee	7000	
Engineering Fee	29000	
Other Construction Loan Title, Recording and Disbursing	7000	
<b>For Interim Costs</b>		
Construction Insurance	12127	
Construction Interest	81643	
Construction Loan Origination Fee	39500	
Construction Loan Credit Enhancement	6000	
Taxes	8000	
<b>SUBTOTAL</b>	<b>5161978</b>	

**Development Cost Detail Continued**

Itemized Cost	Total Development Cost	Do Not Use This Space
<b>For Financing Fees &amp; Expenses</b>		
Bond Premium	0	
Credit Report	0	
Permanent Loan Origination Fee	13500	
Permanent Loan Credit Enhancement	9500	
Cost of Issuing Underwriters Discount	0	
Title and Recording	7000	
Counsel's Fees	7500	
Cost Certification Fee	5000	
Other	0	
<b>For Soft Cost</b>		
Property Appraisal (Feasibility)	6500	
Market Study	7750	
Environmental Report	4300	
Tax Credit Fees	67000	
Rent-Up	35000	
Consultants	2000	
Other Park Impact Fee	56635	
<b>For Syndication Costs</b>		
Organizational (Partnership)	3000	
Bridge Loan Fees and Expenses	35625	
Tax Opinion	1000	
Other Accounting	1000	
<b>For Developer's Fees</b>		
Developer's Overhead	0	
Developer's Fe	700000	
Other	0	
<b>For Project Reserves</b>		
Rent-Up Reserve	190000	
Operating Reserve	164028	
Other	0	
Other	0	
<b>SUBTOTAL</b>	1316338	
<b>SUBTOTAL FROM PREVIOUS PAGE</b>	5161978	
<b>TOTAL</b>	6478316	

**Operating Revenues & Annual Expenses** (Please attach a twenty-year pro forma.)

**Annual Revenue**

Unit Size	Contract Rent		Number of Units	=	Total Monthly Rent	x12	Annual Rent
1 Bedroom(s)	603	x	29	=	17487	x12	\$ 209844
1 Bedroom(s)	690	x	6	=	4140	x12	\$ 49680
2 Bedroom(s)	723	x	4	=	2892	x12	\$ 34704
2 Bedroom(s)	827	x	8	=	6616	x12	\$ 79392
Bedroom(s)		x		=		x12	\$
Bedroom(s)		x		=		x12	\$
Subtotal:							\$ 373620
Other Income (Laundry, Vending, etc.):							\$ 5508
Total:							\$ 379128
Less Vacancy Rate (7%):							\$ 26538
<b>NET INCOME:</b>							\$ 352590

What is the estimated annual percentage increase in annual income?

2 %

**Annual Expenses**

<i>Administrative</i>		<i>Operating</i>	
Marketing	\$ 15500	Elevator	\$ 3000
Management	\$ 22023	Gas (Heating/Hot Water)	\$ 35000
Legal	\$ 2000	Lighting & Misc. Power	\$ 3600
Accounting/Audit	\$ 8500	Water & Sewer	\$ 6000
Other: WHEDA Compliance	\$ 1645	Trash Removal	\$ 2000
		Payroll, including taxes	\$ 22000
		Insurance	\$ 12000
		Other:	\$ 0
<b>Total Administrative Cost</b>	<b>\$ 49668</b>	<b>Total Operating Cost</b>	<b>\$ 83600</b>

<i>Maintenance</i>		<i>Taxes</i>	
Decorating	\$ 1500	Real Estate Taxes	\$ 43600
Repairs	\$ 25500	Other:	\$ 0
Exterminating	\$ 1000		
Ground Expense	\$ 14000		
Other:	\$ 0		
<b>Total Maintenance Cost</b>	<b>\$ 42000</b>	<b>Total Real Estate Taxes</b>	<b>\$ 43600</b>

What is the estimated annual percentage increase in annual expenses? 3%.

**TOTAL ANNUAL EXPENSES:** \$ 218868

**ANNUAL REPLACEMENT RESERVE:** \$ 11750

**ANNUAL DEBT SERVICE:** \$ 95513

Annual Debt Service refers to annual amount owed to a lending institution for a loan taken out to implement the project.

**Projected Schedule**

		Month/Year			Month/Year
Site Option/Contract		8/09	Other Loans and Grants		
HOME Environmental Review		10/10	Type and Source		
Site Acquisition		9/11	Application		
Zoning Approval		8/09	Award		
Site Analysis		9/10			
			Other Loans and Grants		
Construction Loan Application			Type and Source		
Conditional Commitment		11/10	Application		
Firm Commitment		1/11	Award		
			Other Loans and Grants		
Permanent Loan Application			Type and Source		
Conditional Commitment		11/10	Application		
Firm Commitment		1/11	Award		
Plans and Specifications		11/10	Closing and Transfers of Property		09/11
Working Drawing		4/11	Completion of Construction		06/12
Construction Start		10/11	Lease-up		06/13

**Subsidy Layering Analysis**

*Attach a copy of the Project Subsidy Layering Analysis completed by:*

1. U.S. Department of Housing & Urban Development (HUD); or
2. The Wisconsin Housing and Economic Development Authority (WHEDA); and
3. A subsidy layering analysis produced by the applicant and verified by the City of Kenosha in accordance with the guidelines presented in HUD Notice CPD 98-1. These guidelines include review of the following documentation to be supplied by the developer/applicant:

➤ **Sources & Uses of Funds:** As part of the application process, the City of Kenosha will require a Sources and Uses of Funds Statement for the proposed project with supportive documentation. This should reflect the project development budget and should list:

- a) All proposed sources (both private and public) of the funds and dollar amounts for each respective source; and
- b) All uses of funds (including acquisition costs, rehabilitation or new construction costs, financing costs, and professional fees) associated with the project.

➤ **Certification of Governmental Assistance:** The applicant/developer must provide a formal certification as to whether or not additional governmental assistance will be provided to the project, and if so, what kind of assistance.

➤ **Project Development Budget:** The City of Kenosha will review the project development budget to determine whether the development costs are necessary and reasonable. The budget is to include all costs associated with the development of the project, regardless of the funding sources.

a) "Reasonableness" of costs should be based on all of the following factors:

- (1) Cost of comparable projects in the same geographical area,
- (2) The qualifications of the cost estimators for the various budget line items, and
- (3) Comparable costs published by recognized industry cost index services.

➤ **Proforma:** The City of Kenosha will determine the reasonableness of the rate of return on equity investment by looking at the applicants proforma (project income and expense statement). The proforma should include achievable rent levels, market vacancies and operating expenses. It should also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow. The proforma should represent, at a minimum, the term of the HOME affordability requirements (20 years) or longer if any other funding sources require longer affordability terms.

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

### ***Proposal Narrative Statements***

Please address the following topics with brief narrative statements. Attach the narratives to the end of this application.

#### **Project Location and Housing Needs**

1. Briefly describe the proposed development and the need for affordable rental housing where the proposed development is to take place. Also describe the neighborhood where the development is to be located, how the project will relate to its surroundings. If a site specific market study or community housing plan has been completed, applicant may substitute it for the narrative (please attach).
2. Explain the efforts made to solicit input from the neighborhood for this specific proposal.
3. How does the proposed development address the priorities and strategies identified in the City of Kenosha Consolidated Plan?

**Match**

Please describe how the organization will provide “matching” funds for the HOME Program. (see Appendix A for eligible sources of match).

**Attachments**

The following attachments are MANDATORY unless otherwise indicated. Failure to submit mandatory attachments may result in rejection of the application.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Letters of financial commitments         | <input type="checkbox"/> Davis Bacon Narrative (if applicable)              |
| <input checked="" type="checkbox"/> Site control documentation               | <input type="checkbox"/> Lead-Based Paint Narrative (if applicable)         |
| <input type="checkbox"/> Notices to Sellers/Donators                         | <input type="checkbox"/> Draft Section 3 Plan                               |
| <input checked="" type="checkbox"/> Proper zoning documentation              | <input type="checkbox"/> Relocation Documents (if applicable)               |
| <input checked="" type="checkbox"/> Detailed site location map               | <input checked="" type="checkbox"/> Proposal narratives                     |
| <input checked="" type="checkbox"/> Site Plan (New Construction only)        | <input checked="" type="checkbox"/> Twenty year pro forma                   |
| <input checked="" type="checkbox"/> Preliminary specifications/drawings      | <input checked="" type="checkbox"/> Development Team Qualifications         |
| <input type="checkbox"/> Rehabilitation work order (Rehabilitation only)     | <input type="checkbox"/> LP Agreement/LLC Documents (if applicable)         |
| <input checked="" type="checkbox"/> Market study/housing plan (if available) | <input checked="" type="checkbox"/> Financial statement of the organization |
| <input checked="" type="checkbox"/> Evidence of utility availability         | <input checked="" type="checkbox"/> Documentation of utility calculations   |

**Statement of Assurances**

The applicant hereby assures and certifies with respect to the application that:

1. It possesses legal authority to make application and to execute a housing program.
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the final statement, and to provide such additional information as may be required.
3. The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.
4. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally-assisted program.
5. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

## ***Other Federal Requirements Applicable to the HOME Program***

1. Site and Neighborhood Standards (24 CFR 92.202 and 24 CFR 983.6(b)).
2. Fair Housing and Equal Opportunity per:
  - a) 24 CFR 92.202
  - b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. Seq.)
  - c) Fair Housing Act (42 U.S.C. 3601-3620)
  - d) Executive Order 11063 (amended by Executive Order 12259)
  - e) Age Discrimination Act of 1975 as amended (42 U.S.C. 6101), and
  - f) Other Federal requirements at 24 CFR 5.105(a)
3. Affirmative Marketing; Minority Outreach (24 CFR 92.351).
4. Handicapped Accessibility per Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8), for Multi-family buildings only, 24 CFR 100.205 (implements the Fair Housing Act).
5. Equal Opportunity Employment, Executive Order 11246 (implemented at 41 CFR Part 60).
6. Section 3 Economic Opportunity, Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135).
7. Outreach in Contracting with Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs), Executive Orders 11625, 12432 and 12138 and 24 CFR Part 85.36(e).
8. Labor – Davis-Bacon Act (24 CFR 92.354) – applicable to projects with 12 or more HOME assisted units.
9. Conflict of Interest (24 CFR 92.356).
10. Debarred Contractors (24 CFR Part 5) and (Executive Order 11246).

---

**Certification**

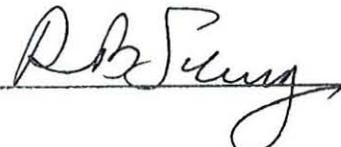
The undersigned certifies that all of the information contained in this application and all information provided in support of this application, funding through the HOME Investment Partnership Program (HOME), is true and accurate to the best of my knowledge. Representations made in the application will be the basis of the written HOME Agreement if funding is awarded and, as such, will be used to monitor performance.

The Applicant understands and agrees that if false information is provided, or the applicant fails to provide any of the documentation necessary to support the information in this application, the City of Kenosha will disqualify the application from consideration. Activities, commitments, and representations offered in the application that are not subsequently made a part of the project as funded, shall be considered a material contract failure, and may result in a repayment of all HOME funds and/or suspension from Program participation. The applicant further understands and agrees that said application is subject to, and must conform with, all laws, rules, and regulations pertaining to the HOME Program. Failure to comply with all HOME requirements will result in the repayment of all HOME funds and/or suspension from Program participation.

The applicant shall not, in the provision of services, or in any other matter discriminate against any person on the basis of sex, race, religion, sexual orientation, color, national origin, ancestry, disability, age, or political affiliation.

The applicant will at all times indemnify and hold the City of Kenosha harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to the Corporation's acceptance, consideration, approval, or disapproval of this request and the issuance or non-issuance of HOME funds herewith.

This certification must be signed by the individual authorized to execute the City of Kenosha HOME Program Agreement:

Print Name: Robert B. Schwarz Print Title: President  
Signature:  Date: 8/23/11

## Celebre Place

**Overview:** A new, affordable 47-unit rental development for older adults that will be licensed as a Residential Care Apartment Complex (RCAC), serving Celebre Place and the Lou DeMarco Village with daily assisted living services. The property will be assessed for local property taxes and will not be tax-exempt.

**Location, Site and Zoning:** The last parcel on the northwest corner of a four building senior housing campus, just south of Glenwood Crossings along 27<sup>th</sup> Avenue. The parcel is zoned Rm-3 Elderly and Handicapped Housing District. The seller of the parcel is the Kenosha Senior Action Council Housing Management Corp., a local nonprofit organization.

**Job Creation:** Celebre Place will be staffed 24/7. Beginning with just 24 residents receiving services, a minimum of 12 to 15 people would be employed. Of those 12 to 15 staff, 4 to 5 would be full-time and 8 to 10 part-time positions. Over time as more residents require services, up to 30 to 35 people would be employed at the building with 10 to 12 full time staff and 20 to 22 part time staff. Positions include leasing agents, managers, nursing staff, chefs and cooks, housekeepers, maintenance supervisors, caregivers and an assortment of healthcare professionals.

During the pre-development and construction phases, Celebre Place will employ approximately 20 persons full-time and 40 persons part-time.

**Property Management:** The property will be jointly managed by Fresh Coast Partners, a professional RCAC provider, and Horizon Management Services, an experienced affordable rental manager. Horizon Management Services has managed the neighboring Villa Ciera since 2001 and over 50 other senior properties in Wisconsin. Fresh Coast Partners provides assisted living services for Parkview Manor in Caledonia and other properties in Southeast Wisconsin.

**Financing:** Celebre Place will be financed with a combination of private investor equity, WHEDA mortgage loan and HOME funds. Total development cost is estimated to be \$6.4 million. WHEDA has allocated federal housing tax credits to support the investor equity. The commitment of HOME funds by the City of Kenosha is essential 'gap' financing to complete the funding sources.

**Building:** Four stories, with underground parking, offering one-bedroom and two-bedroom apartments, with many common spaces for residents to enjoy.

### **Celebre Place Building Amenities:**

- 24 hour on-site property management
- Community room
- Dining room
- Professional kitchen
- Conference room
- Fitness center
- Salon and Art & Crafts rooms
- Business Center with computers
- Library/Media Center
- Outdoor patio and grill
- Underground parking
- Storage lockers
- Energy efficient building and heating systems
- Fully accessible for residents with mobility impairments

### **Celebre Place Living Units:**

- 35 one-bedroom units, ranging from 645 to 754 square feet
- 12 two-bedroom units, ranging from 906 to 925 square feet
- Modern, Energy Star kitchen appliances, including range, oven, dishwasher, disposal and microwave
- High quality cabinets, doors and window blinds
- Accessible design features, such as lever door, windows and plumbing hardware

### **Qualifying Income and Rents:**

- All units will be affordable and have income and rent ceilings consistent with the federal low-income housing tax credit program
- 11 units will also meet federal HOME program income and rent guidelines
- 33 of the units will be targeted to households at 50% of the Kenosha County median income, which in 2010 is \$24,900 for a household of one and \$28,450 for a household of two persons
- 14 of the units will be targeted to households at 60% of the Kenosha County median income, which in 2010 is \$29,800 for a household of one and \$34,140 for a household of two persons
- Rents for the one-bedroom units for 50% median income households will not exceed \$634
- Rents for the two-bedroom units for 50% median income households will not exceed \$761
- Rents for the one-bedroom units for 60% median income households will not exceed \$767
- Rents for the two-bedroom units for 60% median income households will not exceed \$921
- Tenant-paid utility allowances will be \$31 for a one-bedroom and \$37 for a two-bedroom unit

**Assisted Living Services:** The Wisconsin Affordable RCAC program is an innovative program created by the WHEDA and the Wisconsin Department of Health Services. In this program, affordable senior apartments are built to RCAC standards and are certified through DHS. Income qualified older adults get a reduced rent apartment. Family Care is a long-term care service program through DHS that provides low-income seniors (typically those at the 50% CMI level or lower) access to services to foster their independence and quality of life. Seniors who financially and functionally qualify for Family Care may have their services paid by Family Care.

This approach to housing with health care is very attractive to older adults since they can move in as independent individuals and, if they need services over time, the services are available if and when they need them.

**Opening Date:** Celebre Place will begin construction by ~~Oct.~~ 2011 and open for occupancy in July 2012.

**WB-40 AMENDMENT TO OFFER TO PURCHASE**

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.  
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated 8/15/09, and accepted 8/24/09, for  
2 the purchase and sale of real estate at 18701 27th Street, Kenosha, WI  
3 \_\_\_\_\_ as follows:

- 4 ( ) Closing date is changed from \_\_\_\_\_ to \_\_\_\_\_
- 5 ( ) Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_
- 6 ( ) Occupancy date is changed from \_\_\_\_\_ to \_\_\_\_\_
- 7 ( ) Occupancy charge is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_
- 8 (X) Other: \_\_\_\_\_

9  
10 The Municipal Sanitary service is not at the lot line.  
11 Buyer has obtained evidence from civil engineers that the  
12 sanitary service is more than 150 feet from the lot line.  
13 The estimated cost to extend the sanitary main is  
14 estimated to be \$13,400.

15  
16  
17  
18  
19  
20 Pursuant to the Addendum, Section 2. Buyer's Contingencies,  
21 Buyer waives the contingency for sanitary sewer.

22  
23  
24  
25  
26 Seller hereby agrees to amend line 44 of the Offer to read  
27 "no later than December 31, 2011, unless another date or  
28 place is agreed to in writing."  
29  
30  
31  
32

33 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

34 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering  
35 the Amendment on or before March 11, 2011 (Time is of the Essence).

36 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise  
37 provided in this Amendment. **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior**  
38 **to acceptance and delivery as provided at lines 34 to 37.**

39 This Amendment was drafted by Philip J. Schultz Horizon Development on 3/1/11  
40 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

41 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
42 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

43 RB 3/3/11 ~~Will R. Schultz II 3-8-11~~  
44 Buyer's Signature ▲ Date ▲ Buyer's Signature ▲ Date ▲

45 Will R. Schultz II 3-8-11 \_\_\_\_\_  
46 Seller's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

**NOTE: ATTACH THIS AMENDMENT TO THE OFFER TO PURCHASE.**

DEPARTMENT OF CITY DEVELOPMENT  
625 - 52<sup>ND</sup> 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

January 22, 2009

Robert Gake  
Nakoma Development, LLC  
2310 Parmenter Street  
Middleton, WI 53562

Dear Mr. Gake:

**RE: Zoning Verification Letter - 1870, 1860, 1920 and 1940 27th Avenue**

The following lots from Certified Survey Map #1829 are currently zoned RM-3 Elderly and Handicapped Housing District:

1860 27th Avenue	-	07-222-24-127-005
1870 27th Avenue	-	07-222-24-127-010
1920 27th Avenue	-	07-222-24-127-006
1940 27th Avenue	-	07-222-24-127-009

If you have any questions, please call me at 262.653.4030.

Sincerely,

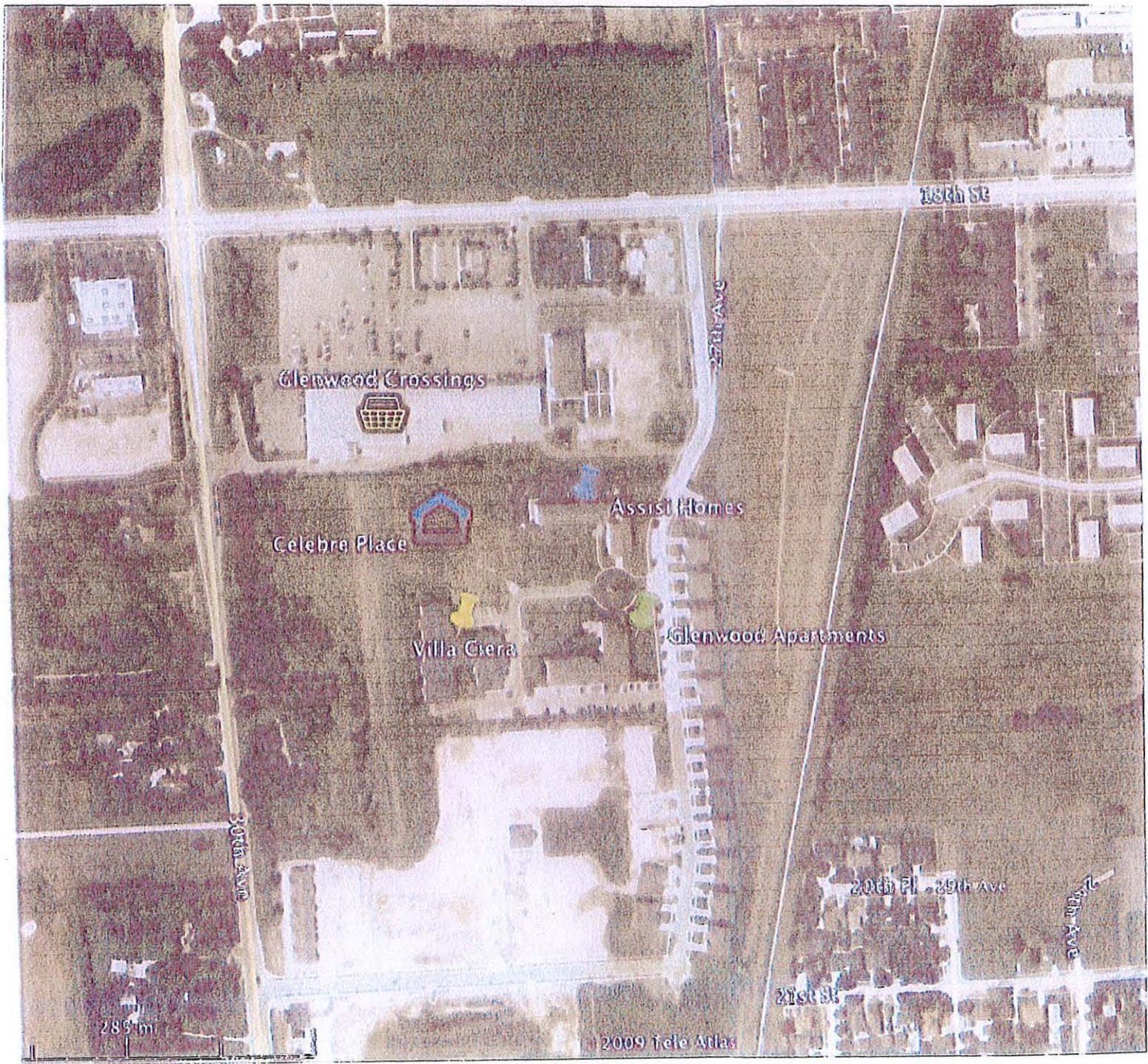
CITY DEVELOPMENT

A handwritten signature in black ink that reads "B. R. Wilke".

Brian R. Wilke  
Development Coordinator

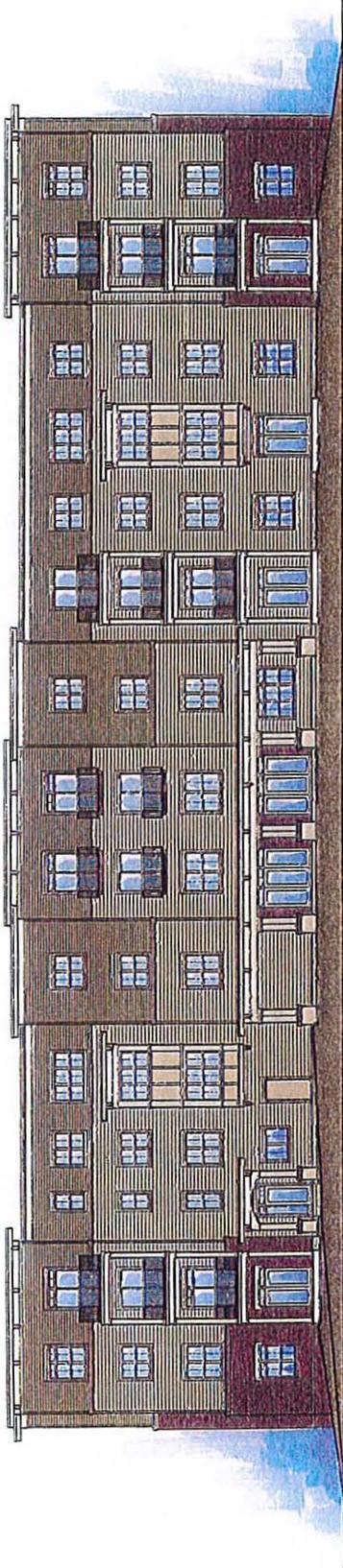
BRW:kas







Notes:  
 1. SEE ALL WORK UNDER ARCHITECT'S CONTROL, INCLUDING CONTRACT DOCUMENTS.  
 2. CONSULT PROJECT'S DEVELOPER, INC.



○ Rear Elevation  
 1/2" = 1'-0"

Project Name:  
 Celebrre Place  
 Senior RCAC Assisted Living

Location:  
 1400 S. Lenoir  
 Board for City of Kenosha - Kenosha, WI, USA



○ Side Elevation  
 1/2" = 1'-0"

Project Name:  
 Celebrre Place  
 Senior RCAC Assisted Living

Location:  
 1400 S. Lenoir  
 Board for City of Kenosha - Kenosha, WI, USA

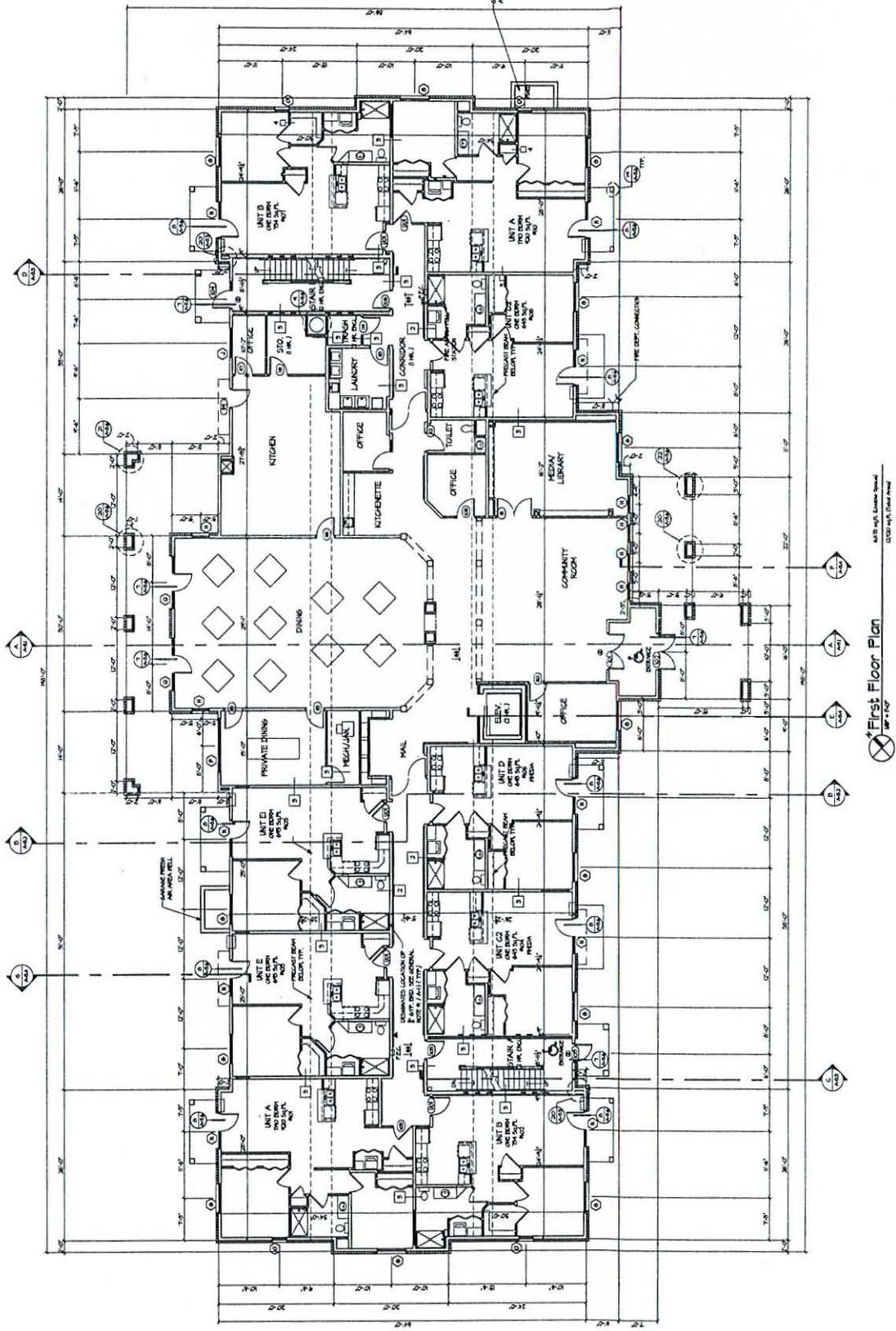
Project No.:  
 0851

Drawing No.:  
 A-2.2



CONTRACT

- NOTES**
1. ALL NEW ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE LOCAL CODES AND ORDINANCES. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL ELECTRICAL INSPECTOR.
  2. SEE SHEET 04-1 FOR ELECTRICAL SCHEDULE.
  3. ALL WORK SHALL BE PROVIDED WITH APPROPRIATE PROTECTION.
  4. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.
  5. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.
  6. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.
  7. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.
  8. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.
  9. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.
  10. PROVIDE SCHEDULING FOR ALL NEW ELECTRICAL WORK.



Contract:

Notes:  
1. SEE OTHER NOTICES UNDER ADMINISTRATION RECORDS  
2. SEE SPECIFICATIONS  
3. SEE CONTRACT DOCUMENTS  
4. SEE PROJECT ARCHITECT'S COMMENTS, ETC.

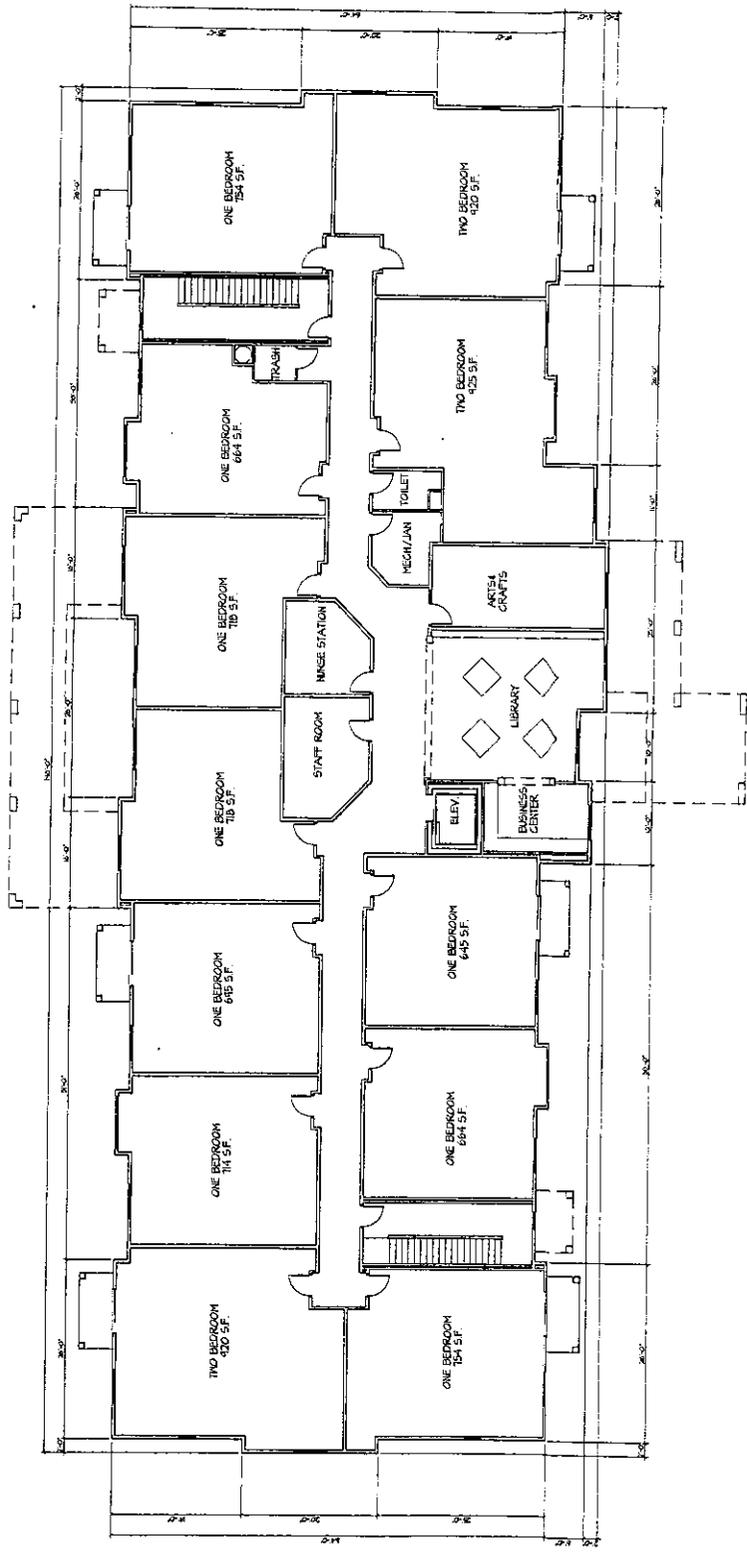
Revised:  
1. 11.20.10  
2. 11.20.10  
3. 11.20.10  
4. 11.20.10  
5. 11.20.10  
6. 11.20.10  
7. 11.20.10  
8. 11.20.10  
9. 11.20.10  
10. 11.20.10

Project Title:  
**Celebre Place**  
Senior RCAC Assisted Living

Kenosha, WI  
Drawing Title:  
**Second Floor Plan**

Page No:  
**0051**

Drawing No:  
**A-12**



○ Second Floor Plan  
11/20/10

Consultant

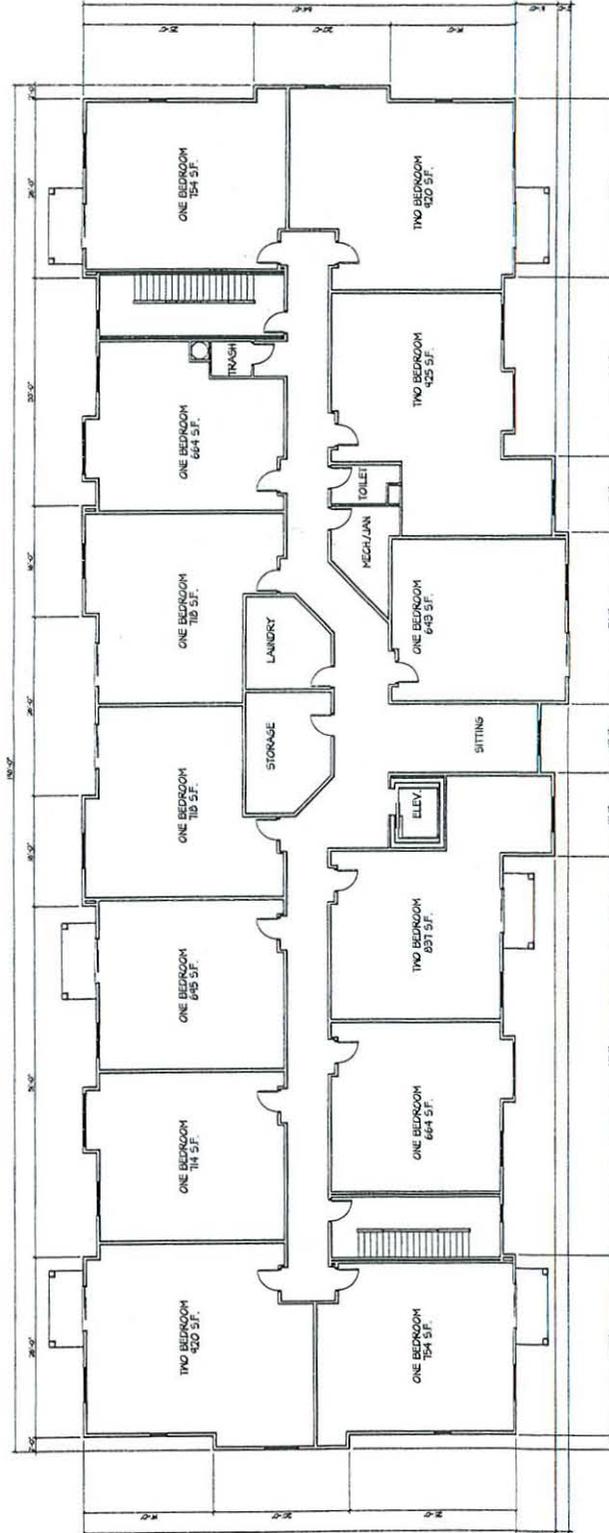
Notes:  
 1. SEE OVERLAPPING WORK AND/OR CONFLICTING ROOMS  
 2. SEE OVERLAPPING WORK AND/OR CONFLICTING ROOMS  
 3. SEE OVERLAPPING WORK AND/OR CONFLICTING ROOMS

Address: 710 University Avenue, Suite 200  
 Fittsboro, WI 53542  
 Phone: 608.836.2400

Project Name:  
**Celebre Place**  
 Senior RCAC Assisted Living

Kenosha, WI  
 Drawing Title:  
**Third Floor Plan**

Project No.: **0851**  
 Drawing No.: **A-13**



○ Third Floor Plan  
 1/8" = 1'-0"

Consultant

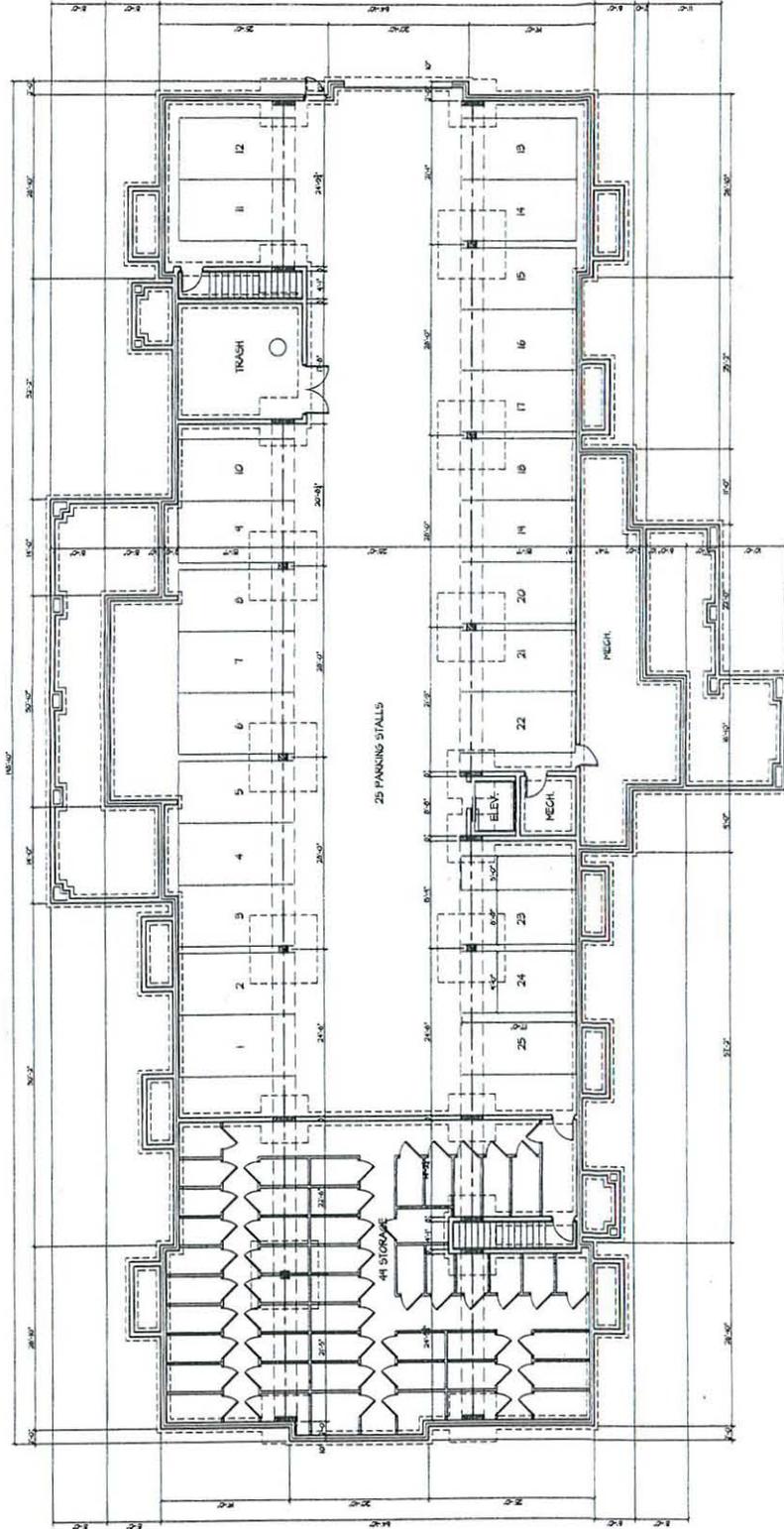
Client:  
**MILWAUKEE AREA SENIOR CENTER LOCAL BOARD**  
 MILWAUKEE COMMUNITY DEVELOPMENT CORPORATION  
 1100 NORTH MILWAUKEE AVENUE, SUITE 100  
 MILWAUKEE, WISCONSIN 53233

Revised:  
 11/15/10  
 Revised to Add 17 Stalls - Nov 23, 2010

Project Title:  
**Celebre Place**  
 Senior RCAC Assisted Living

Location:  
 Milwaukee, WI  
 Drawing Title:  
**Basement Floor Plan**

Project No.:  
**0851**  
 Drawing No.:  
**A-10**



Basement Floor Plan  
 10-11-10

**JSD** Professional Services, Inc.  
 Engineers - Surveyors - Planners  
 2310 PARMENTER STREET, SUITE 104  
 MADISON, WI 53704  
 www.jstdinc.com

**LEGEND (PROPOSED)**

PROPERTY LINE

EXISTING/PROPOSED DRIVE

EXISTING/PROPOSED SIDEWALK

EXISTING/PROPOSED CURB

EXISTING/PROPOSED ASPHALT DRIVE

EXISTING/PROPOSED ASPHALT SIDEWALK

**GENERAL NOTES**

1. REFER TO ALL UTILITIES AND RECORD PLANS FOR EXISTING UTILITIES AND RECORDS.

2. VERIFY ALL UTILITIES AND RECORDS FOR EXISTING UTILITIES AND RECORDS.

3. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED DRIVE.

4. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED SIDEWALK.

5. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED DRIVE AND SIDEWALK.

6. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED DRIVE AND SIDEWALK.

**UTILITY NOTES**

1. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED DRIVE.

2. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED SIDEWALK.

3. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED DRIVE AND SIDEWALK.

4. ALL UTILITIES TO BE PROTECTED BY A MINIMUM OF 5' FROM THE EXISTING/PROPOSED DRIVE AND SIDEWALK.

**PROJECT INFORMATION**

PROJECT: **CELEBRE PLACE**

OWNER: **PARMENTER DEVELOPMENT, INC.**

ADDRESS: **2310 PARMENTER ST, SUITE 104, MADISON, WI 53704**

DATE: **10-02-11**

**DESIGNS & PLANNING**

Toll Free (800) 242-8438  
 1775 EAST ARDEN AVENUE  
 SUITE 100  
 WILSONVILLE, OR 97148  
 www.digitalsign.com

**UTILITY PLAN**

DATE: **10-02-11**

SCALE: **C-2.2**

**PROPOSED BUILDING  
PFE-63100  
BASEMENT-62167**

**PROPOSED PARKING LOT  
PFE-63100**

**PROPOSED DRIVEWAY  
PFE-63100**

**PROPOSED SIDEWALK  
PFE-63100**

**PROPOSED ASPHALT DRIVE  
PFE-63100**

**PROPOSED ASPHALT SIDEWALK  
PFE-63100**

**PROPOSED UTILITIES AND RECORDS**

LABEL	UTILITY TYPE	DEPTH (FEET)	REMARKS
PFE-63100	WATER	48"	EXISTING
PFE-63100	SEWER	48"	EXISTING
PFE-63100	ELECTRICAL	18"	EXISTING
PFE-63100	TELEPHONE	18"	EXISTING
PFE-63100	CABLE TELEVISION	18"	EXISTING
PFE-63100	SLURRY WALL	48"	EXISTING
PFE-63100	SLURRY WALL	48"	EXISTING

**Celebre Place**  
**Operational Plan**  
**August 31, 2011**

**Overview:** A new, affordable 47-unit rental development for older adults. The owner intends to provide assisted living services to residents. It is anticipated that many residents will be Medicaid-eligible, and that this program will support the cost of living services.

**Staffing:** As an assisted living residence, Celebre Place will be staffed 24/7. If about half of all residents opt to receive services, about 12 to 15 people would be employed. Of those staff, about 4 to 5 would be full-time and 8 to 10 part-time positions. Positions may include leasing agents, managers, nursing staff, chefs and cooks, housekeepers, maintenance supervisors, caregivers and an assortment of healthcare professionals.

**Zoning Requirements and Building Design:** The property is zoned Rm-3 Elderly and Handicapped Housing District. The proposed development will meet all requirements of the Zoning Code for this District, including setbacks, parking and building height. The building is designed to accommodate the physical needs of its intended older adult residents, all of whom desire a measure of independence yet many of who may have mobility impairments.

**Celebre Place Common Space Amenities:**

- Dining room
- Professional kitchen
- Conference room
- Fitness center
- Salon and Art & Crafts rooms
- Business Center with computers
- Library/Media Center
- Underground parking
- Storage lockers
- Fully accessible for residents with mobility impairments

**Celebre Place Living Units:**

- 35 one-bedroom units, ranging from 645 to 754 square feet
- 12 two-bedroom units, ranging from 906 to 925 square feet
- Modern, Energy Star kitchen appliances, including range, oven, dishwasher, disposal and microwave
- Accessible design features, such as lever door, windows and plumbing hardware

**Property Management:** The property will be professionally managed. Fresh Coast Partners, a professional RCAC service provider, and Horizon Management Services, an experienced affordable rental manager, plan to provide management services. Horizon Management Services has managed the neighboring Villa Ciera since 2001. Fresh Coast Partners provides assisted living services for Parkview Manor in Caledonia and other properties in Southeast Wisconsin.

**Operation of the Property:** The owner intends to operate Celebre Place as an affordable assisted living rental residence for seniors. Changes in market conditions, public health care financing or other factors may, in the future, limit Celebre Place's ability to operate with service provision. The owner shall have the right to operate Celebre Place as rental housing for seniors with some or no assisted living services upon providing the City with documentation of such changes and following the review and approval of the City of Kenosha Common Council, which is not to be unreasonably withheld. Making such a change in operation shall not cause the property to be in violation of its Conditional Use Permit, assuming all conditions of approval are complied with, including but not limited to, off-street parking requirements.

# 2011 Utility Allowance Schedule(90% Conservation Factor)

Kenosha Housing Authority

625 52nd Street, Room 98

Kenosha, WI 53140

**CIRCLE THE UNIT TYPE**

- D = Duplex/Townhouse
- A = Apartment/Fourplex
- S = Single Family

Name of Family \_\_\_\_\_

Unit Address \_\_\_\_\_

Number of Bedrooms \_\_\_\_\_

Annual Date \_\_\_\_\_

Circle the amount of the allowance listed for all the utilities which are paid by the tenant. Be sure to use the proper column for the bedroom size (BR) and to circle the amount for the proper unit type. The Range and Refrigerator row means that these are tenant owned appliances, so **do not** circle them if they are provided by the owner.

Utility/Appliance	0 Bedroom			1 Bedroom			2 Bedroom			3 Bedroom			4 Bedroom			5 Bedroom		
	D	A	S	D	A	S	D	A	S	D	A	S	D	A	S	D	A	S
Heating a. Gas	\$46	\$39	\$50	\$58	\$50	\$64	\$76	\$66	\$83	\$91	\$80	\$99	\$114	\$97	\$123	\$133	\$116	\$145
b. Electric	\$35	\$30	\$38	\$46	\$39	\$50	\$63	\$54	\$68	\$77	\$65	\$83	\$95	\$82	\$104	\$116	\$100	\$125
c. Oil	\$36	\$32	\$40	\$48	\$41	\$53	\$82	\$57	\$73	\$87	\$71	\$89	\$104	\$89	\$112	\$126	\$108	\$136
Cooking a. Gas		\$6			\$7			\$9			\$9			\$10			\$12	
b. Electric		\$5			\$6			\$8			\$8			\$9			\$10	
Other Electric		\$20			\$25			\$29			\$31			\$34			\$36	
Water Heating																		
a. Gas		\$10			\$12			\$13			\$17			\$19			\$22	
b. Electric		\$12			\$16			\$20			\$23			\$27			\$30	
Water		\$6			\$7			\$8			\$13			\$16			\$17	
Sewer		\$6			\$7			\$8			\$16			\$18			\$19	
Range		\$4			\$4			\$4			\$4			\$4			\$4	
Refrigerator		\$6			\$6			\$6			\$6			\$6			\$6	
Air Conditioning																		
Total Allowances																		
(+) rent for this unit																		
<b>= Gross rent</b>																		

Gap Analysis

**HOME Program  
Financing Gap Analysis Worksheet (Sample)**

LIHTC Equity	\$4,691,712	Per GLCF Commitment
First Mortgage	\$900,000	Loan Amount Committed by WHEDA
Tax Exempt Bond Funded Mortgage	\$0	
State of Wisconsin HOME Program Funds	\$0	
Developer Loan (Deferred Fee)	\$220,004	
Other Owner Equity	\$0	
<b>Total Sources of Funds</b>	<b>\$5,811,716</b>	
<b>Calculate First Mortgage Amt:</b>		
Gross potential income =	\$379,128	Includes "Other Income" in proforma
Less: Rent Loss (7%)	-\$26,539	rent loss on unit rent and other income
Effective Gross Rent =	\$352,589	
Less: Operating Expenses	-\$230,618	Includes replacement reserve of \$11,750/year
Net Operating Income (NOI) =	\$121,971	
Debt Service Coverage Ratio (DCR) =	1.6	DCR for WHEDA Loan (DCR for WHEDA and HOME loan is 1.20)
Annual amount available for 1 <sup>st</sup> mortgage repayment, NOI / DCR (\$121,971 / 1.60 =)	\$75,515	\$6,293 / MONTH
Based on annual amount available for debt service, the WHEDA loan maximum is \$900,000 (based on 7.5% annual interest, 30 year amortized loan)	\$900,000	Attach loan calculation amount
<b>Calculate Financing Gap:</b>		
Total Development Costs =	\$6,478,316	
Less: Total Sources of Funds	-\$5,811,716	
<b>Financing Gap (HOME Program Financing)=</b>	<b>\$666,600</b>	

# Parmenter Development, Inc.

2310 Parmenter St., #414  
Middleton, WI 53562  
608-345-4479 (direct)  
608-203-6640 (fax)  
rbschwarz@charter.net

## Memorandum

DATE: April 6, 2010

FROM: Robert Gake

TO: HOME Program Commission

COPIES: Robert Schwarz

SUBJECT: Celebre Place - Certification of Governmental Assistance

### Certification of Governmental Assistance

As the applicant/developer of Celebre Place, we hereby certify that we are not seeking additional government assistance other than HOME Funds and the Section 42 Federal tax-credits for affordable housing.

Thank you,



Robert A. Gake, Vice-President  
Parmenter Development, Inc.

**Celebre Place**

**An Affordable, Assisted Living RCAC  
Kenosha, Wisconsin**

**Proforma Annual Income and Expense Operating Budget**

	Lease-Up Year 1 2012	Lease-Up Year 2 2013	Stabilized Year 3 2014	Year 4 2015	Year 5 2016	Year 6 2017	Year 7 2018	Year 8 2019	Year 9 2020	Year 10 2021
<b>Income:</b>										
Rental Income	93,405	224,172	373,620	381,092	388,714	396,489	404,418	412,507	420,757	429,172
Miscellaneous	413	992	1,653	1,686	1,720	1,754	1,789	1,825	1,862	1,899
Interest on Reserves	0	2,313	3,855	3,913	3,972	4,031	4,092	4,153	4,215	4,279
<b>Gross Potential Income</b>	<b>93,818</b>	<b>227,477</b>	<b>379,128</b>	<b>386,691</b>	<b>394,406</b>	<b>402,274</b>	<b>410,299</b>	<b>418,485</b>	<b>426,834</b>	<b>435,349</b>
Less Vacancy @ 7%	(6,567)	(15,923)	(26,539)	(27,068)	(27,608)	(28,159)	(28,721)	(29,294)	(29,878)	(30,474)
<b>Gross Effective Income</b>	<b>87,251</b>	<b>211,554</b>	<b>352,589</b>	<b>359,623</b>	<b>366,797</b>	<b>374,115</b>	<b>381,578</b>	<b>389,191</b>	<b>396,955</b>	<b>404,875</b>
<b>Operating Expenses:</b>										
<b>Administrative:</b>										
Marketing	15,500	15,500	15,500	15,965	16,444	16,937	17,445	17,969	18,508	19,063
Management	5,506	13,214	22,023	22,684	23,364	24,065	24,787	25,531	26,297	27,086
Legal	600	1,200	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
Accounting/Audit	8,500	8,500	8,500	8,755	9,018	9,288	9,567	9,854	10,149	10,454
WHEDA Compliance	1,645	1,645	1,645	1,694	1,745	1,798	1,851	1,907	1,964	2,023
<b>Operating:</b>										
Elevator	1,500	3,000	3,000	3,090	3,183	3,278	3,377	3,478	3,582	3,690
Gas Heating	11,667	21,000	35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046
Lighting	1,200	2,160	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428
Water & Sewer	2,000	3,600	6,000	6,180	6,365	6,556	6,753	6,956	7,164	7,379
Trash Removal	667	1,200	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460
Payroll	7,333	22,000	22,000	22,660	23,340	24,040	24,761	25,504	26,269	27,057
Insurance	10,500	12,000	12,000	12,360	12,731	13,113	13,506	13,911	14,329	14,758
<b>Maintenance:</b>										
Decorating	250	900	1,500	1,545	1,591	1,639	1,688	1,739	1,791	1,845
Repairs	8,500	15,300	25,500	26,265	27,053	27,865	28,700	29,561	30,448	31,362
Exterminating	333	600	1,000	1,030	1,061	1,093	1,126	1,159	1,194	1,230
Ground Expense	8,400	8,400	14,000	14,420	14,853	15,298	15,757	16,230	16,717	17,218
<b>Taxes:</b>										
Real Estate Taxes	5,500	43,600	43,600	44,472	45,361	46,269	47,194	48,138	49,101	50,083
<b>Total Operating Exp</b>	<b>89,601</b>	<b>173,819</b>	<b>218,868</b>	<b>224,998</b>	<b>231,303</b>	<b>237,789</b>	<b>244,460</b>	<b>251,322</b>	<b>258,380</b>	<b>265,640</b>
Replacement Reserve	0	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750
<b>Net Operating Income:</b>	<b>(2,350)</b>	<b>37,735</b>	<b>133,721</b>	<b>134,625</b>	<b>135,494</b>	<b>136,326</b>	<b>137,119</b>	<b>137,869</b>	<b>138,576</b>	<b>139,235</b>
<b>Debt Service:</b>										
WHEDA Mortgage Loan:	0	44,050	75,515	75,515	75,515	75,515	75,515	75,515	75,515	75,515
City of Kenosha HOME Loan:	0	0	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998
<b>Net Cash Flow (Loss)</b>	<b>(2,350)</b>	<b>(18,066)</b>	<b>26,458</b>	<b>27,362</b>	<b>28,231</b>	<b>29,063</b>	<b>29,856</b>	<b>30,606</b>	<b>31,313</b>	<b>31,972</b>

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8/24/11

Partner Development, Inc.

**Celebre Place**

**An Affordable, Assisted Living RCAC  
Kenosha, Wisconsin**

**Proforma Annual Income and Expense Operating Budget**

	Year 11 2022	Year 12 2023	Year 13 2024	Year 14 2025	Year 15 2026	Year 16 2027	Year 17 2028	Year 18 2029	Year 19 2030	Year 20 2031
<b>Income:</b>										
Rental Income	437,755	446,510	455,441	464,550	473,840	483,317	492,984	502,843	512,900	523,158
Miscellaneous	1,937	1,975	2,015	2,055	2,096	2,138	2,181	2,225	2,269	2,315
Interest on Reserves	4,364	4,430	4,496	4,564	4,632	4,702	4,772	4,844	4,916	4,990
<b>Gross Potential Income</b>	<b>444,056</b>	<b>452,916</b>	<b>461,952</b>	<b>471,168</b>	<b>480,569</b>	<b>490,157</b>	<b>499,937</b>	<b>509,912</b>	<b>520,086</b>	<b>530,463</b>
Less Vacancy @ 7%	(31,084)	(31,704)	(32,337)	(32,982)	(33,640)	(34,311)	(34,996)	(35,694)	(36,406)	(37,132)
<b>Gross Effective Income</b>	<b>412,972</b>	<b>421,212</b>	<b>429,615</b>	<b>438,187</b>	<b>446,929</b>	<b>455,846</b>	<b>464,941</b>	<b>474,218</b>	<b>483,680</b>	<b>493,330</b>
<b>Operating Expenses:</b>										
<b>Administrative:</b>										
Marketing	19,635	20,224	20,831	21,456	22,099	22,762	23,445	24,148	24,873	25,619
Management	27,898	28,735	29,597	30,485	31,400	32,342	33,312	34,311	35,340	36,401
Legal	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116	3,209	3,306
Accounting/Audit	10,768	11,091	11,423	11,766	12,119	12,483	12,857	13,243	13,640	14,049
WHEDA Compliance	2,084	2,146	2,211	2,277	2,345	2,416	2,488	2,563	2,640	2,719
<b>Operating:</b>										
Elevator	3,800	3,914	4,032	4,153	4,277	4,406	4,538	4,674	4,814	4,959
Gas Heating	44,337	45,667	47,037	48,448	49,902	51,399	52,941	54,529	56,165	57,850
Lighting	4,560	4,697	4,838	4,983	5,133	5,287	5,445	5,609	5,777	5,950
Water & Sewer	7,601	7,829	8,063	8,305	8,555	8,811	9,076	9,348	9,628	9,917
Trash Removal	2,534	2,610	2,688	2,768	2,852	2,937	3,025	3,116	3,209	3,306
Payroll	27,869	28,705	29,566	30,453	31,367	32,308	33,277	34,275	35,304	36,363
Insurance	15,201	15,657	16,127	16,611	17,109	17,622	18,151	18,696	19,256	19,834
<b>Maintenance:</b>										
Decorating	1,900	1,957	2,016	2,076	2,139	2,203	2,269	2,337	2,407	2,479
Repairs	32,303	33,272	34,270	35,298	36,357	37,448	38,571	39,728	40,920	42,148
Exterminating	1,267	1,305	1,344	1,384	1,426	1,469	1,513	1,558	1,605	1,653
Ground Expense	17,735	18,267	18,815	19,379	19,961	20,559	21,176	21,812	22,466	23,140
<b>Taxes:</b>										
Real Estate Taxes	51,084	52,106	53,148	54,211	55,295	56,401	57,529	58,680	59,853	61,051
<b>Total Operating Exp</b>	<b>273,109</b>	<b>280,791</b>	<b>288,694</b>	<b>296,823</b>	<b>305,186</b>	<b>313,788</b>	<b>322,638</b>	<b>331,742</b>	<b>341,107</b>	<b>350,742</b>
Replacement Reserve	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750	11,750
<b>Net Operating Income:</b>	<b>139,864</b>	<b>140,421</b>	<b>140,922</b>	<b>141,364</b>	<b>141,744</b>	<b>142,058</b>	<b>142,303</b>	<b>142,476</b>	<b>142,573</b>	<b>142,589</b>
<b>Debt Service:</b>										
WHEDA Mortgage Loan:	75,515	75,515	75,515	75,515	75,515	75,515	75,515	75,515	75,515	75,515
City of Kenosha HOME Loan:	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998	19,998
<b>Net Cash Flow (Loss)</b>	<b>32,601</b>	<b>33,158</b>	<b>33,659</b>	<b>34,101</b>	<b>34,481</b>	<b>34,795</b>	<b>35,040</b>	<b>35,213</b>	<b>35,310</b>	<b>35,326</b>

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8/24/11

Parmenter Development, Inc.

## Narrative Statements

### Project Location and Housing Needs

*1. Briefly describe the proposed development and the need for affordable rental housing.*

Celebre Place will be a new, affordable 47-unit rental development for older adults (62 and older) licensed as a Residential Care Apartment Complex (RCAC). It will serve its residents with meals, daily assisted living services, medication management, and a variety of other needs. It will also be available to serve the current older adult residents of the Lou DeMarco Senior Village.

There is a tremendous need in Kenosha for affordable, assisted living rental housing for older adults. In general, housing options for this population are currently limited to market-rate RCACs (that have monthly fees of \$3,000+) and nursing homes. Celebre Place will provide a truly affordable alternative for low- to moderate-income seniors who need assisted living housing but cannot afford to live in market-rate facilities.

Appraisal Resource Group, Inc prepared a third-party market study. This market study estimated there are over 2,600 age and income qualified persons in the market area who currently need assisted living rental housing, and that by 2014 this number of persons will rise to 2,960.

Fresh Coast Partners, LLC has been contracted to provide resident services at Celebre Place. Fresh Coast is an experienced service provider, and they currently manage an affordable RCAC in Caledonia, Wisconsin. FCP is a contractor with Community Care, Inc., the Family Care Managed Care Organization (MCO) for Racine and Kenosha County, and as such have established a reputation as a quality provider with this important referral source. Furthermore, Community Care has provided FCP a letter of support indicating that they will contract with them for clients in their Family Care program upon the completion of Celebre Place.

*2. Explain the efforts made to solicit input from the neighborhood for this specific proposal.*

Celebre Place will be part of the Lou De Marco Senior Village. This senior campus was planned over 15 years ago and includes the completed Villa Ciera, Assisi Homes and Glenwood Crossing senior rental properties. Celebre Place is the fourth and final component of the Lou De Marco Senior Village. The development process for Celebre Place began in 2007, with an application for WHEDA financing. There have been a handful of articles in the local print news media over the past four years that have publicized the plans for Celebre Place. Also, the principals of Parmenter Development and Fresh Coast Partners met with the managers of the adjacent three properties in the Village in Fall 2009 to discuss Celebre Place.

*3. How does the proposed development address the priorities and strategies identified in the City of Kenosha Consolidated Plan?*

Celebre Place addresses priorities and strategies identified in the City of Kenosha's Consolidated Plan. Design concepts of the Plan include development areas that contain a variety of housing types, including elderly and assisted living facilities. Celebre Place is an assisted-living facility on a campus that includes independent senior housing.

The Plan states that there will likely be a demand for a higher percentage of specialized-housing units for the elderly that includes assisted living facilities.

The Plan addresses housing costs with a goal to promote a range of affordable housing choices for low-to-moderate income levels in the City of Kenosha. The policy seeks to provide sufficient housing so all income levels can afford housing utilizing a maximum of 30 percent of their gross household income and supporting campus-related housing for seniors which may also socially support and help seniors and/or persons with disabilities be self-sufficient. Celebre Place is an affordable housing project that meets these objectives.

The Plan look at trends of the aging population in the City and residents in the 65 years of age and older age category is projected to increase. The Plan states that additional RCACs may be needed to provide housing options for the City of Kenosha's aging population.

Celebre Place meets the Plan's goals to promote the use of designs that allow access and livability for disabled and elderly people in new construction and promote construction design concepts such as Universal Design.

Also, the Plan identifies Assisted living – senior care facilities as a desired business.

# Parmenter Development, Inc.

2310 Parmenter St., #414  
Middleton, WI 53562  
608-345-4479 (direct)  
608-203-6640 (fax)  
rbschwarz@charter.net

Memorandum	
DATE: April 5, 2010	FROM: Robert Gake
TO: HOME Program Commission	COPIES: Robert Schwarz
SUBJECT: Celebre Place - Job Creation	

## Job Creation

Celebre Place will be operated as a Residential Care Apartment Complex, which is an apartment community that offers housing and services to older adults.

Celebre staff will include management, chefs, housekeepers, maintenance, caregivers and an assortment of healthcare professionals. This property will employ approximately 20 or more persons based on the service needs of the tenants.

**PARMENTER DEVELOPMENT, INC.**  
**MIDDLETON, WISCONSIN**  
**WEDA MARKET STUDY**  
**ON**  
**CELEBRE PLACE**  
**1870 27TH AVENUE**  
**KENOSHA, WISCONSIN**



THE  
APPRAISAL  
RESOURCE

GROUP, Inc.

225 East Mason Street, Suite 402 Milwaukee, Wisconsin 53202

Phone: (414) 271-9890 Fax: (414) 271-9899

March 5, 2010

Robert B. Schwarz  
Parmenter Development, Inc.  
2310 Parmenter St., #414  
Middleton, WI 53562

Subject: Celebre Place  
Proposed Senior Tax Credit RCAC  
1870 27<sup>th</sup> Avenue, Kenosha, Kenosha County, Wisconsin

Dear Mr. Schwarz:

In accordance with your request, we have prepared a WHEDA Market Study for a proposed 47-unit low-income senior tax credit Residential Care Apartment Complex (RCAC) facility referred to as Celebre Place. We have addressed market issues of the proposed development given age, income, and rent restrictions assuming it is developed and operated under the Section 42 tax credit program.

The purpose of the market study is to estimate the potential demand for low income RCAC apartments in the proposed development existing within and near the City of Kenosha, Wisconsin. We inspected the site of the proposed project on January 20, 2010, and conducted research pertinent to this study during January, February, and March, 2010. In addition to the inspection of the subject site, we reviewed competitive independent living and assisted living rental facilities in Kenosha and Racine Counties, as well as linkages within the Market Area. We interviewed municipal government officials, regional economic development personnel, and property operators.

Both primary and secondary research are included in this report. Secondary data consists of census data and related population, housing, and income projections that was obtained from Census 2000, Claritas, Inc., the U.S. Department Labor, the Wisconsin Department of Workforce Development Bureau of Workforce Information, the Wisconsin Department of Health Services, and the Wisconsin Department of Administration.

The developer has provided to us a previous WHEDA Market Study for a development similar to the subject, to be located on the same site performed by Market Consulting Services, LLC, on January 28, 2007. It should be noted that much of the descriptive information on the subject, several comparable properties, and neighborhood has been taken from that report.

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## EXHIBITS

1. Site Plan & Aerial Photo
2. Subject Photographs
3. Building Conceptual Plans
4. Market Area Boundary Map
5. Area Map
6. Location Map
7. Linkage Map
8. Population, Age, & Income Data
9. Housing Data
10. Comparable Independent Living Rentals
11. Comparable RCAC Rentals
12. Rent Adjustment Summaries
13. RCAC Services & Amenities Comparison
14. Capture & Penetration Rates

## APPENDICES

1. Population, Household, & Income Data
2. Utility Allowance Schedule
3. Qualifications of the Consultants

## EXECUTIVE SUMMARY

**Project Name:** Celebre Place

**Location:** 1870 27<sup>th</sup> Avenue, Kenosha, Kenosha County, Wisconsin

**Tax Key #:** 07-222-24-127-010

**Market Area:** Kenosha County Census Tracts: 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 (See Map in Exhibit 4)

**Site Size:** 1.965 Acres

**Site Description:** Generally rectangular, level, and at grade with surrounding streets and properties. Located adjacent to three senior apartment complexes, and a shopping center.

**Improvement Description:** Three-story, wood framed, multifamily assisted living facility to contain 47 total units, with underground parking. The unit mix consists of one-bedroom, one-bathroom units, and two-bedroom, one-bathroom units.

**Common Area Description:** The project's common areas will include a community room, a dining room, a commercial kitchen, a conference room / private dining room, an arts and crafts room, a library with computer center, an outdoor patio with a grill, management/staff offices, laundry rooms, individual storage lockers for residents.

**Income & Rent Restrictions:** The developer intends for 29 one-bedroom units to be leased to tenants at the 50% CMI income limit, with six (6) one-bedroom units at the 60% CMI income limit. Four (4) two-bedroom units are to be leased at the 50% CMI level, with eight (8) to be leased at the 60% CMI level. Rent and income limits, and estimated market rents are summarized below:

**PROPOSED UNIT SET-ASIDE & RENT SUMMARY**

<u>Unit Type</u>	<u># Units</u>	<u>Area (S.F.)</u>	<u>Total S.F.</u>	<u>Proposed Rent</u>	<u>Total Rent</u>	<u>Utility Allowance</u>	<u>Rent Limit</u>	<u>Income Limit</u>	<u>Estimated Market Rent</u>
1BR/1BA (50% CMI)	12	660	7,920	\$633	\$7,596	\$31	\$664	\$24,800	\$800
1BR/1BA (50% CMI)	12	700	8,400	\$633	\$7,596	\$31	\$664	\$24,800	\$825
1BR/1BA (50% CMI)	5	740	3,700	\$633	\$3,165	\$31	\$664	\$24,800	\$850
1BR/1BA (60% CMI)	6	740	4,440	\$766	\$4,596	\$31	\$797	\$29,760	\$850
2BR/1BA (50% CMI)	4	908	3,632	\$760	\$3,040	\$37	\$797	\$28,350	\$950
2BR/1BA (60% CMI)	8	920	7,360	\$920	\$7,360	\$37	\$937	\$34,020	\$975
Totals/Averages	47	754	35,452	\$710	\$33,353				

Utility Charges: Gas heating, gas hot water heating, and unheated water and sewer charges will be owner-paid. Unit electric will be tenant-paid.

Parking Charges: Underground parking will be available at no charge.

Living Assistance Services & Fees: Up to 28 hours of assisted living services are proposed with pricing for service packages, as well as ala carte pricing.

Estimate of Stabilized Vacancy: 7.0%

Estimated Absorption Rate: Four (4) Units Per Month

Market Performance Statistics:

**SUMMARY OF MARKET PERFORMANCE STATISTICS**

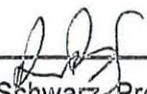
<u>Category</u>	<u>Statistic</u>
Market Capture - 2009	1.8%
Market Capture - 2014	1.6%
Market Penetration - 2009	4.6%
Market Penetration - 2014	4.1%
Absorption Rate (Units/mo.)	4.0
Estimate of Stabilized Vacancy	7.0%

**Conclusion:**

There appears to be more than adequate demand currently existing within and projected for the Market Area to meet the proposed supply of the subject's 47 low income RCAC units.

# Parmenter Development, Inc.

2310 Parmenter St., #414  
Madison, WI 53711  
608-345-4479 (direct)  
608-203-6640 (fax)

Memorandum	
DATE: March 29, 2010	FROM: Robert B. Schwarz, President 
TO: Kenosha HOME Program Commission	COPIES:
SUBJECT: Celebre Place: Development Team Qualifications	

## Developer Experience

Parmenter Development, Inc. is the developer of Celebre Place. This developer has a high level of experience and proven success with tax credit development. This experience and success is demonstrated and documented.

As a principal owner and officer of Parmenter Development, I bring my twenty years of working experience in the industry to the fore. Beginning in 1989, I have been employed in numerous roles in the tax credit housing industry: as an allocator and loan underwriter at WHEDA from 1989 to 1992; as an equity investor and developer at Heartland Properties, Inc. from 1993 to 1996; as a CDC investment manager in Milwaukee for LISC/NEF from 1996 to 2000; as a housing developer at C-CAP, Inc. from 2000 to 2005; and, as co-founder and manager of Parmenter Development since 2006 (see attached Bio of Principals).

Parmenter Development was solely dedicated from 2006 to 2008 to successfully completing Parmenter Circle, a newly-constructed, 50-unit property for families in Middleton (see attached photos). The building was placed in service in September 2007, 50% pre-leased, and surpassed its proforma targets for rents and lease-up schedule. WHEDA funded the permanent loan in June 2008 at full commitment amounts, and the property is currently 96% occupied.

We expect to bring the same level of single-property dedication and performance to Celebre Place as we demonstrated on Parmenter Circle.

Parmenter Circle completed its lease-up in just nine months, two months ahead of proforma. The property also attained its targeted 1.15 debt-coverage ratio by June 2008, well ahead of proforma.

With my partner's experience as a professional energy engineer, Parmenter Circle included many 'green' building elements, and was the first affordable rental property in Wisconsin awarded a Green Communities™ grant. As more fully described in the attached Green Communities™ profile, Parmenter Circle includes high-efficiency central HVAC, controlled ventilation and kitchen hood exhaust in all units, 100% fluorescent lighting, occupancy sensors, daylighting, super-insulated building envelope and low-flow plumbing fixtures.

I also managed all aspects of the development for Sedgemoor, a 48 unit, older adult, new construction tax credit development in Elkhorn, placed in service in mid-2003. *This project*

*used federal HOME Program funds.* At C-CAP, Inc., the nonprofit sponsor/developer of Sedgemoadow, I was the primary staff person with working knowledge of tax credit development. I identified the development site, gained all public approvals, assembled the development team, structured the financing, managed the closings, and essentially was the sole development agent.

Sedgemoadow leased up in thirteen months at proforma rents, commensurate with proforma estimates, and it continues to maintain high occupancy. The economic occupancy in 2009 was 99%. This strong operating experience is due to the project amenities and finishes (see attached photos), including a club house that hosts a county-run congregate hot meal program on weekdays.

Sedgemoadow layered several financing sources to create a high quality asset with affordable rents. In addition to a WAHA-financed first mortgage loan and investor equity, the financing includes a federal HOME program loan and an FHLBC Affordable Housing Program grant. Once tax credits were awarded, in April 2002, the development quickly proceeded to closing and commenced construction in October 2002.

The other two developments I performed as developer (or co-developer) on include Marshfield Tower Hall and Sussex Mills. These properties were developed while I was Senior Developer (and later, Acquisitions Manager) at Heartland Properties. For Marshfield Tower Hall (20 units) I managed all development tasks (see *Historic Preservation News* article, attached), from property acquisition to place-in-service documentation. Tower Hall combined Section 42 credits, historic credits, municipal mortgage revenue bond debt, CDBG and tax increment financing. It also entailed relocation of several building tenants under a federal and state compliant relocation plan.

For Sussex Mill, I served as co-developer to a small, private developer with some multifamily but no tax credit experience. This 60 unit, new construction property for older adults, placed in service in 1995, has enjoyed high occupancy and a strong financial performance.

#### Market (Geographic) Familiarity

The developer has excellent familiarity with the market for Celebre Place. The development site is in Kenosha, about thirty blocks north of downtown, amid a mature, mostly built-out neighborhood. *Parmenter's general contractor and property manager – Horizon Construction Group, Inc. – also has nearly a decade of working experience in this neighborhood, having been the developer and property manager of the adjacent Villa Ciera (a 71 unit '80/20' affordable rental for older adults project).* We have worked closely with Horizon managers in the initial building concept and design and will continue to do so through construction, marketing and lease-up.

As a housing professional specializing in tax credits, I've gained familiarity with, and depth of understanding about, local housing markets by observing the history of many multifamily developments. I've functioned as a debt underwriter and/or equity financier for a few dozen properties, and have followed some of their operations, good and not-so-good. My first hand knowledge of Kenosha's housing market, combined with nearly twenty years observing the life cycle of affordable housing properties, leads me to be prudent and realistic about any development.

**Market (Product Type) Familiarity**

I have extensive working experience developing affordable rental housing for independent older adults, and possess sufficient knowledge about unit design and amenity preferences to make Celebre Place a success. My experience in this targeted market is demonstrated by the success of Sussex Mills and Sedgemoor, both of which have performed well in similar Southeastern Wisconsin markets.

**Understanding the Tax Credit Process**

Parmenter Development has a thorough understanding of the tax credit process, from start to finish. I understand all aspects of the program and am proficient with required documentation.

**Ability to Bring Strong Players Together**

In tax credit development, the developer is much like an orchestral conductor. Assembling a strong development team is key, and cutting corners by recruiting less than fully-qualified team members is unwise. The team for Parmenter Circle includes Knothe Bruce Architects, for design; Horizon Management Services, Inc. for property management; Fresh Coast Partners, LLC, for RCAC supportive resident services; Horizon Construction Group, Inc. as general contractor; and, Suby Von Haden for project accounting. All of these firms have *substantial* experience with tax credit properties.

Equally important to the team members' individual experience is their experience working together. In this regard, our team measures up, since Horizon and Knothe Bruce have worked together in the recent past, and Suby has worked with Horizon and Knothe in the past. Also, Knothe Bruce has worked with Horizon on three tax credit developments in the past few years.

## Parmenter Development, Inc.

### Bios of Principals

Robert B. Schwarz is President of Parmenter Development, Inc., which he co-founded with Robert Gake in 2006. Mr. Schwarz has over twenty years experience in affordable housing finance and development, most recently as developer of Parmenter Circle, a 50 unit, newly-constructed property for families in Middleton, completed in 2007. He also developed Elkhorn Sedgemoor, a 48 unit senior, new construction project in 2003. He has been active in the tax credit industry since 1989, in varied roles such as allocator/administrator, lender, equity investor, developer and consultant. From 1989 to 1992, he was a Senior Housing Officer with WHEDA, underwriting loans for projects. Mr. Schwarz was Director of Acquisitions for Heartland Properties, Inc. from 1992 to 1996. During this time period, he worked first-hand with several experienced developers in underwriting equity and debt for over 40 properties. He also served as lead developer or co-developer for several tax credit properties developed by Heartland, including Tower Hall in Marshfield and Sussex Mills. From 1996 to 2000, he was Program Director of Local Initiatives Support Corp. (LISC) in Milwaukee, a national nonprofit equity investor. Mr. Schwarz has been a guest lecturer on the LIHC program at UW-Madison School of Business, has been a panelist and speaker at national affordable housing conferences, and is also the author (with Susan Hobart) of an article in Urban Land, "Housing Credits: A Leading Financial Tool" (November 1995). Mr. Schwarz holds a B.A. in Urban Studies from S.U.N.Y. College at Purchase and an M.S. in Real Estate Finance and Valuation from the University of Wisconsin-Madison.

Robert Gake is Vice President of Parmenter Development, Inc. and has over eighteen years experience in developing cost effective solutions to reducing building operating costs. He co-founded Parmenter Development in 2006 and was a principal in the development of Parmenter Circle. Prior to 2005, Mr. Gake was Regional Engineer for Honeywell, where he was responsible for implementing strategies for residential, commercial and institutional facilities to improve energy and operational efficiency. Through the Wisconsin Energy Initiative he evaluated campuses throughout the UW system and developed cost effective retrofits and improved fuel strategies. Mr. Gake calculated operating expenses, projected cash flows associated with proposals, and estimated returns on equity for improvements and their culminating effect on a project as a whole. Mr. Gake holds a B.S. in Mechanical Engineering from UW-Madison and has a current professional engineering license. He also holds an MBA in Finance and Entrepreneurship from UW-Madison, where he participated in the WAVE program.



View of entryway and north elevation of Parmenter Circle.



View of main entrance vestibule, with lobby beyond through glass door



Common area courtyard and grill area for resident use.



Typical unit living room, dining room and kitchen; note bottom freezer for accessibility

# Parmenter Circle

Middleton, Wisconsin



**Developer/Sponsor** Nakoma Development LLC

**Units** 40 affordable, 10 market-rate

**Description** Parmenter Circle is the new construction of a four-story elevator building that brings green, affordable housing to Middleton, WI, Madison's largest suburb. As part of Middleton's Highway 12 Plan, to transform the former highway corridor into an urban retail district, Parmenter Circle not only adds new, affordable housing on the west side, it also contributes to the revitalization effort underway in Middleton's downtown area. Green Communities' first development in Wisconsin, Parmenter Circle provides four efficiencies, three studio lofts, 16 one-bedroom, 23 two-bedroom and four three-bedroom apartments.



Project Financing	
Wisconsin Housing and Economic Development Authority Loan	\$1,960,000
John Deere Credit Loan	\$665,000
Nakoma Development Deferred Fee	\$156,719
Focus on Energy	\$70,000
Madison Gas and Electric Green Grant	\$68,000
Enterprise Green Communities Grant	\$43,000
LIHTC Equity through Enterprise	\$3,371,000
<b>Total Development Costs</b>	<b>\$6,333,719</b>
Closing Date	12/26/06

**A Green Advantage** Parmenter Circle's green features protect the environment and create tangible benefits for low-income residents. The building includes elements that will reduce utility costs and improve air quality, such as:

- A high efficiency HVAC system, including forced-air furnaces located in the apartment interior to maximize daylight to the living spaces and limit air infiltration.
- Energy Star appliances.
- High efficiency light fixtures with occupancy sensors.
- Low-flow plumbing fixtures
- Green Label floor coverings.
- Insulated basement, hot and cold water pipes, roof and walls.
- Close to public transportation and community services.

**Rents** Rents for 40 of the apartments will be affordable to individuals and families earning between 30-60% of the area median income. The remaining ten units will be leased at market rates.

**Amenities** Parmenter Circle features a secure entry system, surface and underground parking, a private playground, community patio and a business center with two computers and printers. Located three-blocks from downtown, Parmenter Circle is within walking distance of a community center, several child care centers, Meriter Medical Clinic, the Middleton Public Library and Middleton High School. A variety of restaurants and shopping facilities are also within walking distance. The units are designed with spacious floor plans, nine-foot ceilings, walk-in closets, and full-size patios and balconies comparable to market rate apartments in the region.

**Developer** Nakoma Development LLC is a private development group started in 2004 by Robert Schwarz and Robert Gake, principals. Parmenter Circle is their first development project. Mr. Schwarz has extensive experience financing affordable housing through the Low-Income Housing Tax Credit program, and has worked in syndication, development, land acquisition and property management. Mr. Gake is a licensed mechanical engineer with experience in the area of HVAC design and energy efficiency system retrofits in large commercial buildings. Mr. Gake recently acquired his MBA degree with a concentration in Finance and Entrepreneurship from University of Wisconsin – Madison.

**Architect** Knothe and Bruce Architects LLC is the architect for Parmenter Circle. The 12-person firm was founded over 30 years ago by Dick Knothe, and is managed by Randy Bruce, AIA, managing partner and principal. Based in downtown Middleton, the company focuses on multifamily housing and has designed a number of LIHTC and senior properties, as well as condominiums. Most of its work is in or near the Madison area.



Enterprise is a leading provider of the development capital and expertise it takes to create decent, affordable homes and rebuild communities. For 25 years, Enterprise has pioneered neighborhood solutions through public-private partnerships with financial institutions, governments, community organizations and others that share our vision. Enterprise has raised and invested \$8 billion in equity, grants and loans and is currently investing in communities at a rate of \$1 billion a year. Visit [www.enterprisecommunity.org](http://www.enterprisecommunity.org) and [www.enterprisecommunity.com](http://www.enterprisecommunity.com) to learn more about Enterprise's efforts to build communities and opportunity, and to meet some of the half a million people we have helped.

Through innovative new initiatives, Enterprise is providing the vision, the energy, and the resources to effect measurable change in the lives of low-income Americans. Green Communities is one such example of Enterprise's work. Enterprise and the Natural Resources Defense Council have joined together to transform the way communities think about, design, and build affordable housing. Green Communities will provide \$555 million of financing, equity, and grants to developers to build more than 8,500 rental and for-sale homes that promote health, conserve energy and natural resources, and enhance access to jobs, schools, and services.

For more information, please visit [www.greencommunitiesonline.org](http://www.greencommunitiesonline.org).

10.07



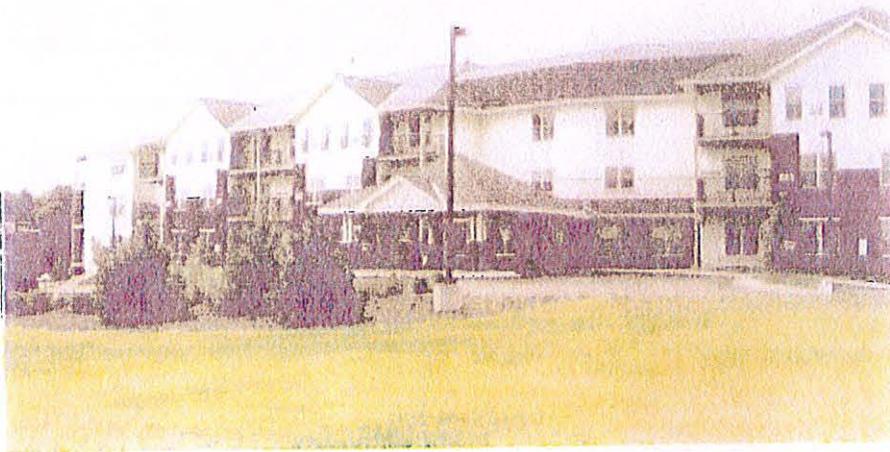
View of lobby fireplace, with double doors beyond leading to dining room and kitchen.



View of dining room at Sedgemoor of Elkhorn

Sedgemoor

Elkhorn, WI



**Parmenter Development, Inc.**  
**Profit & Loss Standard**  
January through June 2011

	<u>Jan - Jun 11</u>
<b>Ordinary Income/Expense</b>	
Income	
Sales	33,753.75
<b>Total Income</b>	<u>33,753.75</u>
Expense	
Legal and Professional Fees	49,450.00
Miscellaneous	250.00
<b>Total Expense</b>	<u>49,700.00</u>
<b>Net Ordinary Income</b>	-15,946.25
<b>Other Income/Expense</b>	
Other Expense	
Other Expenses	14,204.46
<b>Total Other Expense</b>	<u>14,204.46</u>
<b>Net Other Income</b>	<u>-14,204.46</u>
<b>Net Income</b>	<u><u>-30,150.71</u></u>

**Parmenter Development, Inc.**  
**Balance Sheet Summary**  
As of June 30, 2011

	<u>Jun 30, 11</u>	<u>Jun 30, 10</u>
<b>ASSETS</b>		
<b>Current Assets</b>		
Checking/Savings	6,145.35	567.89
Other Current Assets	54,240.99	54,240.99
<b>Total Current Assets</b>	<u>60,386.34</u>	<u>54,808.88</u>
<b>Fixed Assets</b>	184,000.00	184,000.00
<b>Other Assets</b>	180,265.00	180,265.00
<b>TOTAL ASSETS</b>	<u><u>424,651.34</u></u>	<u><u>419,073.88</u></u>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Other Current Liabilities	21,878.00	21,878.00
<b>Total Current Liabilities</b>	<u>21,878.00</u>	<u>21,878.00</u>
<b>Long Term Liabilities</b>	180,310.00	180,310.00
<b>Total Liabilities</b>	<u>202,188.00</u>	<u>202,188.00</u>
<b>Equity</b>	222,463.34	216,885.88
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>424,651.34</u></u>	<u><u>419,073.88</u></u>



## An Overview of Wisconsin's

### Family Care Program

In the mid-1990s, a broad consensus developed on the need to redesign Wisconsin's long-term care system, prompted by concerns with the cost and complexity of the long-term care system, inequities in availability, and by projections of an aging population's growing demand for long-term care. Over the next few years, consumers, advocates, providers, state and local officials, and others collaborated to design a new approach to the provision of long-term care in Wisconsin.

This new approach, named "Family Care," was designed to provide cost-effective, comprehensive and flexible long-term care that will foster consumers' independence and quality of life, while recognizing the need for interdependence and support. Family Care was partially based on experience in developing the Partnership Program, which integrates all health and long-term care services into one inclusive benefit. A description of the key differences between Family Care and Family Care Partnership programs is available at <http://dhs.wisconsin.gov/lcicare/Generalinfo/differences.htm>.

Family Care, authorized by the Governor and Legislature in 1998, serves people with physical disabilities, people with developmental disabilities and frail elders, with the specific goals of:

- Giving people better choices about where they live and what kinds of services and supports they get to meet their needs.
- Improving access to services.
- Improving quality through a focus on health and social outcomes.
- Creating a cost-effective system for the future.

Family Care has two major organizational components:

1. Aging and disability resource centers (ADRCs), designed to be a single entry point where older people and people with disabilities and their families can get information and advice about a wide range of resources available to them in their local communities.
2. Managed Care organizations (MCOs), which manage and deliver the new Family Care benefit, which combines funding and services from a variety of existing programs into one flexible long-term care benefit, tailored to each individual's needs, circumstances and preferences.

As of October 1, 2009, Family Care is available in 48 counties in Wisconsin. A map showing the locations of Family Care and Partnership Program service areas is available at <http://dhs.wisconsin.gov/lcicare/generalinfo/where.htm>.

In addition, several other counties provide resource-center only services. A map of ADRCs in Wisconsin is available at <http://dhs.wisconsin.gov/lcicare/Generalinfo/adrcmap.pdf>.

Using the resource center model developed by Family Care, Wisconsin is moving to create additional aging and disability resource centers accessible to everyone in the state. For more information about Wisconsin's initiative to expand aging and disability resource centers, e-mail Janice Smith at [Janice.Smith@wisconsin.gov](mailto:Janice.Smith@wisconsin.gov).

## Overview of Aging and Disability Resource Centers

Aging and disability resource centers (ADRCs) offer the general public a single entry point for information and assistance on issues affecting older people, people with disabilities, or their families. These centers are welcoming and convenient places to get information, advice and access to a wide variety of services. As a clearinghouse of information about long-term care, they will also be available to physicians, hospital discharge planners, or other professionals who work with older people or people with disabilities. Services will be provided through the telephone or in visits to an individual's home. Detailed descriptions of the services the resource centers provide are contained in the ADRC contract. A copy of the contract is available on our web site at <http://dhs.wisconsin.gov/lcicare/Generalinfo/RCs.htm#contract>. A more general description of the services they provide follows:

- **Information and Assistance.** Provide information to the general public about services, resources and programs in areas such as: disability and long-term care related services and living arrangements, health and behavioral health, adult protective services, employment and training for people with disabilities, home maintenance, nutrition and Family Care. Resource center staff will provide help to connect people with those services and to also apply for SSI, Food Stamps and Medicaid as needed.
- **Long-Term Care Options Counseling.** Offer consultation and advice about the options available to meet an individual's long-term care needs. This consultation will include discussion of the factors to consider when making long-term care decisions. Resource centers will offer pre-admission consultation to all individuals with long-term care needs entering nursing facilities, community-based residential facilities, adult family homes and residential care apartment complexes to provide objective information about the cost-effective options available to them. This service is also available to other people with long-term care needs who request it.
- **Benefits Counseling.** Provide accurate and current information on private and government benefits and programs. This includes assisting individuals when they run into problems with Medicare, Social Security, or other benefits.
- **Emergency Response.** The resource center will assure that people are connected with someone who will respond to urgent situations that might put someone at risk, such as a sudden loss of a caregiver.
- **Prevention and Early Intervention.** Promote effective prevention efforts to keep people healthy and independent. In collaboration with public and private health and social service partners in the community, the resource center will offer both information and intervention activities that focus on reducing the risk of disabilities. This may include a program to review medications or nutrition, home safety review to prevent falls, or appropriate fitness programs for older people or people with disabilities.

- **Access to the Family Care Benefit.** For people who request it, resource centers will administer the Long-Term Care Functional Screen to assess the individual's level of need for services and eligibility for the Family Care benefit. Once the individual's level of need is determined, the resource center will provide advice about the options available to him or her – to enroll in Family Care or a different case management system, if available, to stay in the Medicaid fee-for-service system (if eligible), or to privately pay for services. If the individual chooses Family Care, the resource center will enroll that person in a MCO. The level of need determined by the Long-Term Care Functional Screen also triggers the monthly payment amount to the MCO for that person.

### **Findings from the Aging and Disability Resource Centers**

During calendar year 2004, resource centers handled nearly 66,500 contacts. The number of contacts is only an approximation of the number of individuals who received information and assistance from the resource centers; one person may have made more than one contact during this period, while other single contacts assisted more than one person. A contact is defined as an exchange between a person seeking assistance or information and a resource center staff person trained to provide that assistance.

- People calling on their own behalf as well as staff from long-term care facilities and community agencies are the most frequent callers, followed by friends and relatives.
- People most often call the resource center seeking information and assistance related to basic needs and financial related services such as health insurance, money problems, or paying for food and utilities. However, people have called their resource center about a wide variety of topics from in-home care to hospice services, from legal issues to Alzheimer's care, from job help to education.

### **Overview of Managed Care Organizations (MCOs) and the Flexible Family Care Benefit**

Family Care improves the cost-effective coordination of long-term care services by creating a single flexible benefit that includes a large number of health and long-term care services that otherwise would be available through separate programs. A member of a MCO has access to a large number of specific health services offered by Medicaid, as well as the long-term care services in the Home and Community-Based Waivers and the very flexible state-funded Community Options Program. In order to assure access to services, MCOs develop and manage a comprehensive network of long-term care services and support, either through contracts with providers, or by direct service provision by MCO employees. MCOs are responsible for assuring and continually improving the quality of care and services consumers receive. MCOs receive a monthly per person payment to manage and purchase care for their members, who may be living in their own homes, group living situations, or nursing facilities. Some highlights of the Family Care benefit package are:

- **People Receive Services Where They Live.** MCO members receive Family Care services where they live, which may be in their own home or supported apartment, or in alternative residential settings such as Residential Care Apartment Complexes, Community-Based

Residential Facilities, Adult Family Homes, Nursing Homes, or Intermediate Care Facilities for people with developmental disabilities.

- **People Receive Interdisciplinary Case Management.** Each member has support from an interdisciplinary team that consists of, at a minimum, a social worker/care manager and a Registered Nurse. Other professionals, as appropriate, also participate as members of the interdisciplinary team. The interdisciplinary team conducts a comprehensive assessment of the member's needs, abilities, preferences and values with the consumer and his or her representative, if any. The assessment looks at areas such as: activities of daily living, physical health, nutrition, autonomy and self-determination, communication, and mental health and cognition.
- **People Participate in Determining the Services They Receive.** Members or their authorized representatives take an active role with the interdisciplinary team in developing their care plans. MCOs provide support and information to assure members are making informed decisions about their needs and the services they receive. Members may also participate in the Self-Directed Supports component of Family Care, in which they have increased control over their long-term care budgets and providers.
- **People Receive Family Care Services that Include:**
  - **Long-Term Care Services** that have traditionally been part of the Medicaid Waiver programs or the Community Options Program. These include services such as adult day care, home modifications, home delivered meals and supportive home care.
  - **Health Care Services** that help people achieve their long-term care outcomes. These services include home health, skilled nursing, mental health services, and occupational, physical and speech therapy. For Medicaid recipients, health care services not included in Family Care are available through the Medicaid fee-for-service program.
  - **People Receive Help Coordinating Their Primary Health Care.** In addition to assuring that people get the health and long-term care services in the Family Care benefit package, the MCO interdisciplinary teams also help members coordinate all their health care, including, if needed, helping members get to and communicate with their physicians and helping them manage their treatments and medications.
  - **People Receive Services to Help Achieve Their Employment Objectives.** Services such as daily living skills training, day treatment, pre-vocational services and supported employment are included in the Family Care benefit package. Other Family Care services such as transportation and personal care also help people meet their employment goals.
  - **People Receive the Services that Best Achieve Their Outcomes.** The MCO is not restricted to providing only the specific services listed in the Family Care benefit package. The MCO interdisciplinary care management team and the member may decide that other services, treatments or supports are more likely to help the member achieve his or her outcomes, and the MCO would then authorize those services in the member's care plan.

For a complete list of the services that must be offered by MCOs, refer to the description of the long-term care benefit package in the Health and Community Supports Contract, which is available on our web site at <http://dhs.wisconsin.gov/lcicare/Generalinfo/Benpackage.htm>.

### **MCO Enrollment by Target Group**

MCO enrollment by target group is available on our website at <http://dhs.wisconsin.gov/lcicare/Generalinfo/EnrollmentData.htm>. The Department updates this information monthly.

### **Quality and Cost-Effectiveness of MCO Services**

An independent assessment\* (completed in late 2005) found that Family Care produced substantial savings for Wisconsin's Medicaid program. The study compared Medicaid-funded long-term care costs in 2003 and 2004 for people in Family Care to costs for similar people who received long-term care in other programs. Average monthly costs for the Family Care members were \$452 lower per person. Spending was \$55 lower per person for Milwaukee County.

Analyses of the reasons for the cost savings found that, among other reasons, Family Care favorably affects its members' health and abilities to function, so that over time they have less need for services than their counterparts in the comparison group. While Family Care members had more frequent physician office visits for primary care, expenditures for non-primary care office visits decreased among Family Care members. It appears that more-frequent primary care physician visits provide opportunities to increase prevention and early intervention health care services, which in turn reduce the need for more acute and costly services among members of Family Care.

### **Implementing Statewide Reform**

In his February 2006 State of the State speech, Governor Doyle announced plans to expand Family Care statewide and eliminate waiting lists for community-based long-term care programs during the next five years. While Wisconsin has been a national leader in offering community-based alternatives to nursing home care, about 11,500 people are on waitlists for community care statewide.

Starting January 2007, the Family Care program expanded to Kenosha and Racine Counties as the first step in this statewide expansion. Family Care and Family Care Partnership continue to expand across Wisconsin. A list of anticipated implementation dates, by county is available at <http://dhs.wisconsin.gov/managedltc/generalinfo/pdf/startdates.pdf>.

As of June 1, 2009, Family Care is available to nearly 60 percent of Wisconsin residents that qualify for publically funded long-term care. Thirty-two ADRCs are operational, serving 55 counties and 1 Tribe, accounting for over 70 percent of the state's population.

For more information about expanding Family Care statewide, refer to the Managed Long-Term Care Expansion website (<http://dhs.wisconsin.gov/managedltc>).

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\* DHS contracted with APS Healthcare, Inc. to perform the independent assessment, which is a federal requirement for operating the program. More information is available at <http://dhs.wisconsin.gov/LTCare/ResearchReports/IA.HTM>.



WISCONSIN DEPARTMENT OF HEALTH SERVICES



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## Who does Family Care serve?

Aging and Disability Resource Centers (ADRCs) serve the general public and offer information and assistance on issues affecting older people, people with disabilities, or their families.

The Family Care benefit is available through Managed Care Organizations (MCOs) in a growing number of counties. (Map of service areas.)

MCOs serve people in three primary target groups who have a long-term care condition expected to last for more than 90 days. The three Family Care target groups are:

1. Frail Older Adults (65 years or older)
2. People with Physical Disabilities (18 years or older)
3. People with Developmental Disabilities (18 years or older)

(ADRCs and MCOs can begin planning for children with physical or developmental disabilities prior to their 18th birthday.)

People with dementia and people with a terminal condition may also be eligible for Family Care.

As of October 1, 2010, there were approximately 30,963 people enrolled in Family Care. View current enrollment data.

Last Revised: November 23, 2010

Family Care Expansion  
Family Care Partnership Program  
Wisconsin Council on Long-Term Care  
Other Links

What is Family Care?

Who does Family Care serve?

Aging and Disability Resource Centers

Managed Care Organizations

Where in Wisconsin can you find Family Care?

How do you apply?

Consumer resources for questions

Real life stories

Why Family Care?

Being a Full Partner in Family Care

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### Reference Center

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## Benefit Package

#### Aging and Disability Resource Centers

See Addendum X, Benefit Package Service Definitions, of the [MCO Contract](#) for complete definitions of the services listed below.

#### Program Operations

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#### WI Functional Screen

#### Research and Reports

#### State and Fed Requirements

#### History of LTC Redesign

- Adaptive Aids (general and vehicle)
- Adult Day Care
- Alcohol and Other Drug Abuse Day Treatment Services (in all settings)
- Alcohol and Other Drug Abuse Services, except those provided by a physician or on an inpatient basis
- Care/Case Management (including Assessment and Case Planning)
- Communication Aids/Interpreter Services
- Community Support Program
- Consumer-Directed Supports/Self-Directed Supports ([Self-Directed Supports \(SDS\) Resource eLibrary](#)) (exit DHS)
- Consumer Education and Training
- Counseling and Therapeutic Resources
- Daily Living Skills Training
- Day Services/Treatment
- Durable Medical Equipment, except for hearing aids and prosthetics (in all settings)
- Home Health
- Home Modifications
- Housing Counseling
- Meals: home delivered
- Medical Supplies
- Mental Health Day Treatment Services (in all settings)
- Mental Health Services, except those provided by a physician or on an inpatient basis
- Nursing Facility (all stays) including Intermediate Care Facility for People with Mental Retardation (ICF/MR) and for people under age 21 or 65 and older Institution for Mental Disease (IMD)
- Nursing Services (including respiratory care, intermittent and private duty nursing) and Nursing Services
- Occupational Therapy (in all settings except for inpatient)

- hospital)
- Personal Care
  - Personal Emergency Response System Services
  - Physical Therapy (in all settings except for inpatient hospital)
  - Prevocational Services
  - Relocation Services
  - Residential Services: Certified Residential Care Apartment Complex (RCAC)
  - Community-Based Residential Facility (CBRF)
  - Adult Family Home
  - Children's Foster Care and Treatment Foster Care
  - Respite Care (for care givers and members in non-institutional and institutional settings)
  - Specialized Medical Supplies
  - Speech and Language Pathology Services (in all settings except for inpatient hospital)
  - Supported Employment
  - Supportive Home Care
  - Transportation: Select Medicaid covered (i.e., Medicaid covered Transportation Services except Ambulance and transportation by common carrier) and non-Medicaid covered
  - Vocational Futures Planning

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### History of LTC Redesign

# How do you apply for Family Care?

Anyone interested in learning more about their options for long-term care, including applying for the Family Care benefit, should contact the county's aging and disability resource center ([contact information](#)). Resource center services are available to everyone, whether or not they are eligible for Family Care or other Medicaid programs.

To be eligible for Family Care a person must have long-term care service needs, be an older adult or an adult with a disability, live in a Family Care county, and meet financial eligibility requirements. Medicaid-eligible individuals automatically meet the financial eligibility criteria for Family Care. Individuals receiving the Family Care benefit may be required to pay a cost share to the MCO.

There are three steps to determine eligibility and enroll in a Family Care MCO, and the aging and disability resource center (ADRC) helps people with each step.

1. The ADRC will visit the person and complete the [Long-Term Care Functional Screen](#) to assess the individual's level of need for services and functional eligibility for the Family Care benefit. Once the individual's particular needs for long-term care are determined, the resource center will provide advice about the options available to him or her - to enroll in Family Care or a different case management system, if available, to receive services through the Medicaid fee-for-service system, or to privately pay for services.

2. If the person is interested in Family Care or

[Family Care Expansion](#)  
[Family Care Partnership Program](#)  
[Wisconsin Council on Long-Term Care](#)  
[Other Links](#)

[What is Family Care?](#)

[Who does Family Care serve?](#)

[Aging and Disability Resource Centers](#)

[Managed Care Organizations](#)

[Where in Wisconsin can you find Family Care?](#)

[How do you apply?](#)

[Consumer resources for questions](#)

[Real life stories](#)

[Why Family Care?](#)

[Being a Full Partner in Family Care](#)

another Medicaid program, the ADRC will help the individual contact the county's economic support unit to determine financial eligibility.

3. Once functional and financial eligibility is established, the ADRC notifies an "enrollment consultant" to contact the person, either by phone or in person. The enrollment consultant makes sure the person understands what it means to become a member of the MCO, and that he or she understands all the options for long-term care available. If the person decides on Family Care, the resource center finishes the enrollment process and notifies the MCO of the enrollment date.

Last Revised: July 12, 2010

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## Protecting and promoting the health and safety of the people of Wisconsin

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### What's New!

# Why Consumers and their Families Like Family Care

- [Family Care Expansion](#)
- [Family Care Partnership Program](#)
- [Wisconsin Council on Long-Term Care](#)
- [Other Links](#)

### General Information

### Aging and Disability Resource Centers

### Program Operations

### Consumer Information

### Encounter Reporting

### Data Warehouse

### WI Functional Screen

### Research and Reports

### State and Fed Requirements

### History of LTC Redesign

In Wisconsin, Medicaid-eligible persons at a nursing home level of care are entitled to nursing home services. The Medicaid Home and Community-Based Waiver programs, which provide long-term care to people in their own homes or other non-institutional settings, has limited funding and is not an entitlement. For many people this has meant that the only viable option for needed long-term care services was to enter a nursing home.

Wisconsin is currently piloting a new way to provide health and long-term care services, called Family Care. Family Care builds on the principles of respect and consumer choice present in the Home and Community-Based Waiver programs, but makes those services an entitlement, just as nursing home services are an entitlement. This means that people who need long-term care services can choose where they live while receiving those services, and have timely access to both community-based and institutional services.

Click on the link below to read some scenarios that illustrate some of the improvements that Wisconsin hopes to achieve through Family Care. They compare consumers' experiences in Family Care pilot counties, where there is an entitlement to home-based and community-based care, with consumers' experiences in counties that provide home and community-based services but where there is an entitlement only for nursing home care.

The scenarios are based on the actual experiences of consumers in Wisconsin's

- [What is Family Care?](#)
- [Who does Family Care serve?](#)
- [Aging and Disability Resource Centers](#)
- [Managed Care Organizations](#)
- [Where in Wisconsin can you find Family Care?](#)
- [How do you apply?](#)
- [Consumer resources for questions](#)
- [Real life stories](#)
- [Why Family Care?](#)
- [Being a Full Partner in Family Care](#)

long-term care system.

Consumer Scenarios: Comparing Long-Term Care Systems in Wisconsin (PDF, 26 KB).

PDF: The free Adobe Reader® software is needed to view and print portable document format (PDF) files.  
[Learn more.](#)

Last Revised: July 12, 2010

# Parmenter Development, Inc.

2310 Parmenter St., #414  
Middleton, WI 53562  
608-345-4479 (direct)  
rbschwarz@charter.net

Memorandum	
DATE: August 23, 2011	FROM: Robert B. Schwarz, President
TO: Michael Maki, AICP - Planner II	COPIES: Robert Gake, Vice President
SUBJECT: Celebre Place HOME Loan	

Mike, in response to your request, we've sent a revised HOME Program application and required exhibits to the application. Please note the only major change to the Celebre Place budgets, compared to the application submitted in 2010, has been an increase in the capital budget, primarily owing to the more expensive construction scope entailed by the common space, assisted living services. Nearly the entire increase in capital cost has, however, been covered by increased investor equity.

You also asked us to address how the HOME loan will be repaid upon maturity, in year twenty.

Based on our experience with similarly financed affordable rental properties, we plan to repay the City's HOME loan by refinancing the first mortgage loan. This loan, funded by WHEDA, will have a principal balance of only \$536,000 by year twenty, and refinancing it with a larger loan will be feasible. The WHEDA loan permits prepayment after fifteen years. A new loan of \$1.2 million (repaying both the HOME loan and the WHEDA loan in year twenty) would have a loan-to-value of less than 50%. This low loan-to-value gives us a high level of confidence in a refinancing at these terms.

This type of refinancing and timing of refinancing was recently demonstrated by the Villa Ciera project, which was able to repay its HOME loan to the City upon maturity.

Thanks for your assistance with processing our request, and we look forward to meeting with HOME Commission on August 30th.



**WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY**

201 West Washington Avenue, Suite 700  
Madison, Wisconsin 53703-2727  
Post Office Box 1728  
Madison, Wisconsin 53701-1728  
Telephone: 608.266.7884 ■ 800.334.6873  
Facsimile: 608.267.1099 ■ www.wheda.com

Writer's Direct Telephone: 608.576.5516  
Writer's Facsimile: 608.267.1463  
E-mail: pam.hoeksema@wheda.com

WHEDA Number: 5596  
Project Name: Celebre Place  
Location: Kenosha, Wisconsin

January 14, 2011

**Return One Signed Original Letter along with  
Loan Structuring Fee by January 18, 2011**

Robert B. Schwarz, President  
Parmenter Development, Inc.  
2314 Parmenter Street #414  
Middleton, WI 53562

RE: Celebre Place  
Kenosha, County of Kenosha, Wisconsin  
Lender Project No. 5596

Dear Mr. Schwarz:

This letter amends and supersedes the letter of December 17, 2010 that we sent to you regarding the loan described below.

In consideration of the payment of the Loan Structuring Fee and in reliance upon the information and documentation provided to us by or on behalf of the Borrower, and upon the representations, warranties and agreements herein, Wisconsin Housing and Economic Development Authority, a Wisconsin public body corporate and politic (the "Lender"), hereby commits to make the described mortgage loan (the "Mortgage Loan") on the terms and conditions stated in this letter (the "Mortgage Loan Commitment").

Lender's obligations under this Mortgage Loan Commitment are subject to the following closing and general requirements, each of which shall be deemed satisfied only when the document or evidence provided in satisfaction thereof has been reviewed and approved by Lender as to form and content. Such review and approval is solely for Lender's benefit and no other party shall be entitled to rely thereon.

1. **Borrower.** The borrower shall be Celebre Place LLC, a Wisconsin limited liability company, (the "Borrower"). Each of the members of Borrower shall be Robert B. Schwarz together with Robert Gake, an entity controlled by both Robert B. Schwarz and Robert Gake, Great Lakes Capital Fund Nonprofit Housing Corporation, a Michigan corporation, or an entity controlled by Great Lakes Capital Fund Nonprofit Housing Corporation. Notwithstanding the foregoing, the members of Borrower may be any other entity or person approved in writing by Lender before such member is admitted to Borrower.

2. **Acceptance of Offer.** Borrower has accepted this offer only when Lender has received an original of this Mortgage Loan Commitment with Borrower's acceptance endorsed thereon and payment of the Loan Structuring Fee. Unless already accepted, this offer shall expire on January 18, 2011. Lender's obligations under this Mortgage Loan Commitment shall terminate if the Mortgage Loan does not close on or before March 31, 2011.

3. **Mortgaged Property.** The project shall be the 47-unit elderly project to be known as Celebre Place, and located in the City of Kenosha, Kenosha County, Wisconsin (the "Mortgaged Property").

4. **Loan Amount.** The principal amount of the Mortgage Loan shall be \$3,600,000 (the "Loan Amount"), as evidenced below:

- Multifamily Note in the principal amount of \$3,600,000. This Multifamily Note consists of a non-amortizing Initial Loan Amount and a Converted Principal Amount. The Initial Loan Amount shall not exceed \$3,600,000, with interest on the unpaid principal balance at an annual rate equal to the 30-Day LIBOR Rate (as determined by the British Bankers Association and reported by a major news service selected by Lender, such as Reuters or Bloomberg), plus 4.85 percentage points (485 basis points), recalculated and adjusted as of 9 a.m. Madison, Wisconsin time on the first day of each month until the Conversion Date. Interest on the unpaid principal balance shall be computed on a daily basis using an actual/360 interest calculation method. The Initial Loan Amount shall be due and payable in full on the earlier of the date Borrower satisfies the Conversion Requirements and Lender converts the interest rate to the Converted Interest Rate, or August 1, 2013 (the "Conversion Date"). Lender shall have no obligation to make or advance the Initial Loan Amount unless Borrower satisfies all applicable requirements of Articles II, III and IV of the Loan Agreement. Upon Borrower satisfying all applicable requirements of Article V of the Loan Agreement, the Initial Loan Amount shall convert to the Converted Principal Amount. The amortizing Converted Principal Amount shall not exceed \$900,000, with interest thereon at the annual rate of rate of 7.500 percent. The Converted Principal Amount shall have an amortization period of 360 months commencing as of the Conversion Date, and shall be due and payable in full on August 1, 2043, or any earlier date on which the unpaid principal balance of the Multifamily Note becomes due and payable, by acceleration or otherwise. If the Conversion Requirements have not been satisfied on or before the Conversion Date, it shall constitute an Event of Default and the Loan shall be immediately due and payable at Lender's option.

5. **Prepayment.** Borrower may voluntarily prepay all Mortgage Loan indebtedness on the last business day of a calendar month provided that such prepayment is accompanied by a prepayment premium in an amount equal to the greater of 1.0 percent of the prepaid amount or an amount determined by Lender pursuant to a yield maintenance formula to be contained in the Multifamily Note, and schedules. After the initial term of 15 years, the prepayment premium shall be 1.0 percent. Except as described above and in the Multifamily Note, the Mortgage Loan shall be closed to prepayment, including all partial prepayments.

6. **Minimum Debt Service Coverage.** Lender reserves the right to reduce the Loan Amount if, prior to the Conversion Date, the net operating income of the Mortgaged Property, as projected by Lender, becomes insufficient to support the Mortgage Loan at the effective interest rate with a minimum debt service coverage ratio of 1.175:1.00.

7. **Loan Structuring Fee.** Lender's Loan Structuring Fee shall be \$24,750. The Loan Structuring Fee is earned in full, is non-refundable, and must be paid by Borrower to effect the Borrower's acceptance of this Mortgage Loan Commitment. Upon the closing of the Mortgage Loan, the Loan Structuring Fee will be credited toward and applied to payment of the Loan Origination Fee.

8. **Loan Origination Fee.** Lender's Loan Origination Fee shall be an aggregate of \$49,500, including a \$36,000 construction loan fee and a \$13,500 term loan fee, to be paid by Borrower at the closing of the Mortgage Loan.

9. **Interest Rate Computation.** Interest shall be computed on a daily basis as if each year consisted of 360 days. In the event of default, the rate of interest computed shall be 4.0 percent in excess of the stated interest rate or the maximum amount allowed by law.

10. **Loan Maturity.** Upon maturity, whether by lapse of time or acceleration, all unpaid principal and accrued interest shall be due and payable. If any required installment is not paid within 10 days of the due date, a penalty of 5.0 percent of the required installment shall be payable.

11. **Escrows.** In addition to principal and interest payments, Borrower shall make monthly deposits to escrows established with Lender for real estate taxes, special assessments, and replacement reserves. Lender shall determine the amounts of these monthly deposits (which, in the case of the escrows for real estate taxes and special assessments, shall be in amounts sufficient to accumulate the full amount of

anticipated billings one month before their due dates) and may, at its discretion, adjust those amounts from time to time, as it deems appropriate.

**12. Replacement Reserve.** As of the first day of the month in which the Mortgage Loan is converted to a term loan and amortization begins, Borrower shall establish an interest bearing replacement reserve account to be held by Lender. On the first day of that month, and continuing on the same day of each succeeding month until the Mortgage Loan is repaid in full, Borrower shall deliver to Lender \$979.17 or such greater amount as may be determined from time to time by Lender for deposit in the replacement reserve account. Any funds on deposit in the replacement reserve account when the Mortgage Loan is repaid in full shall be released to Borrower.

**13. Operating Reserve.** At the time the construction loan is converted to a term loan and amortization begins, Borrower shall establish an interest bearing operating reserve account to be held by Lender by making an initial deposit equal to Lender's projection of six months of underwritten operating expenses and debt service, now estimated to be \$154,000 (Operating Reserve). Borrower shall add funds to the Operating Reserve from time to time as required by Lender. The funds on deposit in the Operating Reserve may be applied with the consent of Lender to payment of Mortgaged Property operating deficits. Upon repayment in full of the Mortgage Loan, any funds on deposit in the Operating Reserve will be released to Borrower.

**14. Rent-Up Budget.** \$190,000 in Mortgage Loan proceeds shall be initially available only to fund Mortgaged Property operating expenses approved by Lender and incurred from time to time by Borrower. These funds may only be drawn if other funds are not available to Borrower to pay such expenses. Any such funds that have not been drawn after the Mortgage Loan is converted to a term loan may be drawn to pay the developer fee or for other purposes approved by Lender provided that no uncured event of default exists under the Mortgage Loan documents, the Mortgaged Property is fully occupied, and Lender determines that the operating income from the Mortgaged Property is likely to be sufficient in the foreseeable future to pay foreseeable operating expenses.

**15. Recourse/Non-Recourse.** The Mortgage Loan shall be made on a non-recourse basis to Borrower, except that Lender shall have recourse to Borrower as stated in the (a) Multifamily Mortgage, Assignment of Rents and Security Agreement, and (b) the Multifamily Note.

**16. Security.** Lender's security for the Mortgage Loan shall include a first mortgage lien on the Mortgaged Property, a first assignment of rents from and leases on the Mortgaged Property, a senior security interest in Borrower's furnishings, fixtures and equipment and other tangible and intangible personal property acquired for, used in connection with or arising from the development, construction, use or operation of the Mortgaged Property, a senior security interest in all construction contracts, architectural contracts, management agreements, leasing agreements, operating agreements and franchise agreements relating to the Mortgaged Property; and a senior security interest in all other agreements, permits, approvals, plans and specifications, surveys and other materials relating to the Mortgaged Property.

**17. Physical Needs Assessment.** Unless waived by Lender, or unless the project is new construction, the Mortgaged Property's immediate repair needs, and its expected repair, replacement, and major maintenance needs over an initial twelve-year period shall be established by a physical needs assessment (the "PNA"). The PNA must estimate the total cost, adjusted for inflation, to complete such items, and be in a form acceptable to Lender. A PNA shall be performed, at Borrower's expense, in years 10 and 20 of the Mortgage Loan, if applicable. Lender will evaluate the findings and recommendations in each PNA to establish the required level of per unit replacement reserve funding.

**18. Environmental Report.** Unless waived by Lender, Borrower shall provide a current Phase I environmental report regarding hazardous wastes, toxic materials and other environmental hazards on the Mortgaged Property. The report shall be certified by an environmental consultant and must conform in all respects with Lender's Phase I Environmental Report Requirements and ASTM Practice G 1527-97. If warranted by the Phase I environmental report, Borrower shall provide a detailed audit of the same matters. Borrower shall also provide Lender with an environmental report regarding the location and

remediation of all lead-based paint, asbestos and polychlorinated biphenyl (PCB) on the Mortgaged Property.

**19. Zoning Letter.** Borrower shall provide a zoning letter from the appropriate local official stating the Mortgaged Property is properly zoned for its intended use.

**20. Flood Plain Letter.** Borrower shall provide a flood plain letter from the appropriate local official. If Mortgaged Property improvements are in an area identified by the Federal Emergency Management Agency as having flood hazards, Borrower shall insure such Mortgaged Property improvements against loss by flood.

**21. Survey.** Borrower shall provide a current survey of the Mortgaged Property, certified by a licensed surveyor acceptable to Lender, which conforms in all respects with Lender's survey requirements.

**22. Tax Parcel.** Borrower shall provide evidence the Mortgaged Property comprises one or more separate tax parcels.

**23. Title Insurance Commitment.** Borrower shall pay the premium for issuance to Lender of a current ALTA title insurance commitment for the Mortgaged Property and all appurtenant easements, with such reinsurance as Lender may require. The commitment must be issued by an agent and underwriter acceptable to Lender and conform in all respects with Lender's title insurance requirements.

**24. Title Insurance Policy.** Borrower shall pay the premium for, and cause the title insurer to issue within sixty (60) days after closing or notice from the Lender, the title insurance policy described in the title insurance commitment, insuring Lender's mortgage lien as the first mortgage lien on the Mortgaged Property subject only to exceptions acceptable to Lender.

**25. Preliminary Chattel Search.** Borrower shall provide or pay the costs for UCC-11 search reports from each office in which Lender's financing statements will be filed.

**26. Final Chattel Search.** Upon closing, Borrower shall pay the costs for UCC-11 search reports from each office in which Lender's financing statements are filed showing Lender's security interest as the senior security interest in the collateral.

**27. Other Agreements and Contracts.** Borrower shall provide a copy of management agreements, leasing agreements, operating agreements, franchise agreements and other agreements and contracts affecting the Mortgaged Property and entered into prior to Mortgage Loan closing. If the Mortgaged Property is to be acquired, Borrower shall provide a copy of the acquisition agreement, the deed and the closing statement.

**28. Form of Lease.** Borrower shall provide Lender the lease form for future Mortgaged Property leases.

**29. Insurance.** Borrower shall provide evidence of general property and liability insurance, fire and allied perils insurance, business income insurance, and builders risk insurance (if applicable), according to Lender's insurance requirements.

**30. Entity Documents.** As applicable, Borrower shall provide the following documents for the Borrower and each signatory to the mortgage note, including any and all amendments thereto. Any document recorded or filed of public record shall be certified as a true copy by the appropriate public official. Any document not otherwise certified shall be certified as a true copy by a general partner, limited partner, or entity official as appropriate.

- a. Articles of Incorporation, Articles of Organization or Certificate of Limited Partnership;
- b. Bylaws, Operating Agreement or Partnership Agreement;
- c. Evidence of good standing, certified by the proper public official of the state of organization;
- d. If organized in a state other than Wisconsin, then evidence of authority to transact business in Wisconsin, certified by the proper public official;

- e. Unless the authority of the signatory is expressly stated in the limited partnership agreement, a partnership resolution authorizing the loan transaction and document signatories; and
- f. Unless the authority of the signatory is expressly stated in the operating agreement or bylaws, a resolution authorizing the loan transaction and document signatories.

**31. Loan Documents Generally.** Borrower shall enter into Lender's standard loan documents in a form acceptable to Lender (the "**Loan Documents**"). The Loan Documents may include, but are not be limited to: Multifamily Mortgage, Assignment of Rents and Security Agreement, and exhibits; Multifamily Note(s) and schedules; Replacement Reserve and Security Agreement; Operating Reserve and Security Agreement; Assignment of Management Agreement; Loan Agreement; Security Agreement and Assignment Of Architect's Contract and Plans, Specifications and Other Items; Security Agreement and Assignment Of General Contractor's Contract; Security Agreement and Assignment of Contracts, Engineering and Design Work, Permits, Surveys and Other Plans; Land Use Restriction Agreement for Low-Income Housing Tax Credit; and Uniform Commercial Code financing statements. Borrower shall provide any information and enter into all Loan Documents required by Lender to underwrite, close, and service the Mortgage Loan.

**32. Legal Opinion.** Borrower shall provide an opinion of Borrower's counsel, in a form acceptable to Lender, regarding the organization, existence, standing, power and authorization of Borrower; the execution, delivery and enforceability of the Loan Documents; the absence of conflict with other obligations; the absence of adverse matters affecting Borrower or the Mortgaged Property; and the compliance of Borrower with laws and other requirements acceptable to Lender.

**33. Financial Statements.** As requested by Lender, Borrower shall furnish rent rolls, balance sheets, income and expense statements, tax returns and such other financial information as Lender may require. All of the same shall be in accordance with generally accepted accounting principles or otherwise in a form acceptable to Lender. Lender reserves the right to require audited or certified financial information by a certified public accountant acceptable to Lender.

**34. Assignability.** Borrower may assign neither this Mortgage Loan Commitment nor the loan proceeds without Lender's prior written consent. Borrower acknowledges and agrees that Lender may sell or assign the Mortgage Loan or the servicing rights thereto.

**35. Material Change.** Should any material, adverse change occur in the creditworthiness of Borrower or in the Mortgaged Property or should any of the financial statements, information or other material submitted to Lender in connection with the application for and the closing of the Mortgage Loan be or become materially inaccurate, then Lender shall have the right to cancel this Mortgage Loan Commitment. In such event, the Loan Structuring Fee shall be earned and retained by Lender as liquidated damages, and Borrower shall pay all Mortgage Loan costs and expenses incurred. Borrower agrees to promptly notify Lender in writing of any such material, adverse change or material inaccuracy.

**36. Regulatory Compliance.** If closing of the Mortgage Loan would violate any requirement imposed on Lender, then, unless Borrower agrees in writing to such changes as may be required to conform the Mortgage Loan to any such requirement, the Loan Structuring Fee will be refunded to Borrower and this Mortgage Loan Commitment shall be canceled and considered null and void.

**37. Costs and Expenses.** Borrower shall pay all costs and expenses in connection with this Mortgage Loan Commitment, the making of the Mortgage Loan, whether or not the Mortgage Loan closes, and the advance of Mortgage Loan proceeds. Such costs and expenses shall include, but not be limited to, the costs and expenses of satisfying the pre-closing, closing and general requirements herein, filing and recording fees, duplication costs, mailing and document delivery costs. Lender shall not be required to pay any brokerage fees or commissions arising through Borrower from the issuance of this Mortgage Loan Commitment or the making of the Mortgage Loan, and Borrower agrees to defend and indemnify Lender against any such claims. Borrower's obligation for costs and expenses and for defense and indemnity shall survive any expiration or cancellation of this Mortgage Loan Commitment.

**38. Minimum Occupancy Requirement.** On or before the Conversion Date, Borrower shall provide evidence satisfactory to Lender that:

- a. Permanent certificates of occupancy have been issued for all Mortgaged Property units; and
- b. Not less than 90 percent of the Mortgaged Property units are leased to and occupied by qualified tenants who are then currently paying rents collectively equal to or greater than pro forma rents, and generating (on an annualized basis) not less than 90 percent of underwritten gross potential income for 90 consecutive days; provided, however, that Lender reserves the right to recalculate the final Loan Amount at time of closing based on then-current rents, any delinquencies, any concessions given, and the effective interest rate on the Mortgage Loan.

**39. Appraisal.** Lender shall request from an independent appraiser, selected by Lender, an appraisal of the Mortgaged Property evidencing a loan-to-rent-restricted-market-value ratio not greater than 85 percent and from a review appraiser, if required by Lender, a confirmation of such loan-to-rent-restricted-market-value ratio. If such appraisal or confirmation cannot be procured, this requirement shall be deemed unsatisfied and Lender shall not be obligated to attempt procurement from a second appraiser.

**40. Affordable Housing Requirement.** Borrower shall use the Mortgaged Property for Affordable Housing until the Loan Amount is repaid in full to Lender. The Affordable Units shall be both rent-restricted and occupied by families whose incomes are the percentage or less of the area median income, with adjustments for household size, as follows:

- a. The Mortgaged Property shall have 33 Affordable Units (70.21% of total) set aside for occupancy by a Qualified Tenant whose income does not exceed 50% of the Kenosha County Median Income (CMI) as adjusted for family size and as published by the United States Department of Housing and Urban Development (HUD). A residential unit shall be rent-restricted if the Gross Rent with respect to such unit does not exceed 30% of 50% of the Kenosha CMI.
- b. The Mortgaged Property shall have 14 Affordable Units (29.79% of total) set aside for occupancy by a Qualified Tenant whose income does not exceed 60% of the Kenosha CMI as adjusted for family size and as published by HUD. A residential unit shall be rent-restricted if the Gross Rent with respect to such unit does not exceed 30% of 60% of the Kenosha CMI.

**41. Equity Requirement.** Lender shall have no obligation to close or fund the Mortgage Loan until Borrower shall have provided Lender acceptable evidence of the following:

- a. A fully executed operating agreement of Borrower showing the obligation of Borrower's members to make capital contributions to Borrower in an amount not less than \$4,359,757 under terms and conditions acceptable to Lender;
- b. A closed City of Kenosha HOME subordinate loan to Borrower in an amount not less than \$666,600 under terms and conditions acceptable to Lender; and
- c. A commitment from Borrower and its developer to defer payment of developer's fees in an amount not less than \$353,716 or other amount approved by Lender, under terms and conditions acceptable to Lender.

**42. Additional Loan Requirements.**

- a. Lender shall have no obligation to close or fund the Mortgage Loan until Borrower provides evidence satisfactory to Lender that it has met the following contingencies:
  - I. Borrower shall provide Lender with Payment and Performance Bonds, each equal to 100% of the construction contract price in forms satisfactory to Lender.

- II. Satisfactory evidence of a minimum of 15% of low income housing tax credit equity provided at Loan closing.
  - III. An operating agreement of Borrower executed by an equity investor acceptable to Lender that reflects an aggregate amount of capital contributions to be made by the members of Borrower on a schedule all satisfactory to Lender.
  - IV. Evidence of a tax credit allocation sufficient to derive the required equity contribution.
  - V. Evidence of an acceptable third-party Plan and Cost review demonstrating plan completeness and reasonable costs.
  - VI. Lender shall require on-going, third-party construction reports to support the construction draws.
  - VII. Evidence that Borrower has available \$92,300 in funds for the development in addition to those already identified to Lender.
- b. On or before the Conversion Date, Borrower shall provide to Lender all of the following:
- i. A Letter of Credit to be provided at construction Completion (as defined in the Working Capital Agreement) in the amount of \$205,052 (5% of hard costs), which will secure Lender against the risks of latent defects and operating deficits with respect to the Mortgaged Property. The Letter of Credit will be released as provided in the Working Capital Agreement, but no earlier than 12 months after final completion of all construction, or

Satisfactory evidence that a) the Mortgaged Property has realized sustaining occupancy of at least 90% for three consecutive months, and b) the Mortgaged Property has operated at pro-forma operating expenses and pro-forma rents sufficient to produce a minimum 1.175 debt coverage ratio for three consecutive months, and c) Borrower certifies that the Mortgaged Property is lien free, and construction defect free, and d) Borrower has funded all required operating and debt service reserves, and e) Borrower provides evidence of construction completion.

**43. Capitalized Terms.** All capitalized terms used in this Mortgage Loan Commitment and not specifically defined herein shall have the meanings set forth in the Loan Agreement and the Multifamily Mortgage, Assignment of Rents and Security Agreement, and its exhibits.

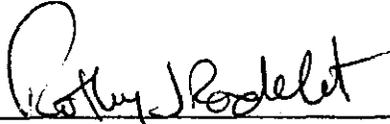
**44. Entire Agreement.** This Mortgage Loan Commitment sets forth the entire agreement between Borrower and Lender and supersedes any and all agreements, understandings, statements or representatives, whether oral or written, of Lender or anyone acting on behalf of Lender. Any modification or waiver of any provision of this Mortgage Loan Commitment must be in writing and be signed by Borrower and Lender. To the extent the terms and conditions of this Mortgage Loan Commitment are not contradicted by the terms and conditions of documents later executed and delivered, the terms and conditions hereof shall survive the execution and delivery of such later documents. If there is any conflict between the Mortgage Loan Commitment and the Loan Documents, the terms of the Loan Documents shall prevail.

**45. Waiver of Trial by Jury.** BORROWER (AND ANYONE ACTING ON BEHALF OF BORROWER) AND LENDER EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THIS MORTGAGE LOAN COMMITMENT, TRANSACTIONS CONTEMPLATED THEREBY AND RELATIONSHIPS ESTABLISHED IN CONNECTION THEREWITH. THIS WAIVER IS SEPARATELY GIVEN BY EACH PARTY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF LEGAL COUNSEL. THIS WAIVER SHALL BE DEEMED A MATERIAL INDUCEMENT TO BORROWER (AND ANYONE ACTING ON BEHALF OF BORROWER) AND LENDER TO ACCEPT THIS OFFER.

If you accept the terms and conditions of this Mortgage Loan Commitment, please return a signed original of the Mortgage Loan Commitment and Loan Structuring Fee check to me in the enclosed self-addressed envelope. Upon my receipt from you of the signed Mortgage Loan Commitment and Loan Structuring Fee check, we will have a binding contract.

Sincerely,

WISCONSIN HOUSING AND ECONOMIC DEVELOPMENT AUTHORITY

By:   
Timothy J. Radelet  
General Counsel

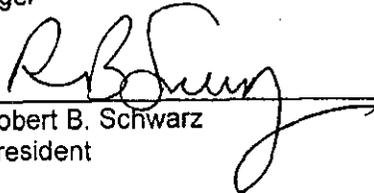
**ACCEPTANCE BY BORROWER:**

The undersigned hereby accepts the foregoing offer this 18<sup>th</sup> day of January, 2011, and agrees to be fully bound by the terms and conditions hereof.

**BORROWER**

**CELEBRE PLACE LLC,**  
a Wisconsin limited liability company

By: Parmenter Development, Inc.,  
a Wisconsin corporation,  
Manager

By:   
Robert B. Schwarz  
President

cc: Attorney William R. Cummings  
Susan E. Falch

Attachments:

- Title Insurance Requirements
- Land Survey Requirements, including Exhibit A - Surveyor's Certificate
- Insurance Specifications for Developments in the Course of Construction
- Insurance Specifications for Completed Developments
- Phase I Environmental Report Requirements



August 25, 2011

Michael J. Maki, AICP  
Planner II  
HOME Program, Repair Grant Program, Historic Preservation  
City Development  
625 52nd Street, Room 308  
Kenosha, WI 53140

RE: Celebre Place, Kenosha, WI

Dear Mr. Maki:

This letter is in reference to Celebre Place located in Kenosha, Wisconsin. I oversee our company's investment activities for the State of Wisconsin. Great Lakes Capital Fund has committed equity of \$4,691,712 to Celebre Place, a 47-unit senior development to be located at 1870 27<sup>th</sup> Avenue, Kenosha, Wisconsin. This development is scheduled to close into our Great Lakes Capital Fund for Housing Limited Partnership XXV in September, 2011. Please let me know if you need additional information by contacting me at 608-260-0050 ext. 1411 or at kbroadnax@capfund. We look forward to being your partner on this development.

Sincerely,

Keith G. Broadnax

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 15

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursements for the period from 08/01/11 through 08/15/11 and have approved the disbursements as follows:

1. Checks numbered from 107773 through 108170 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	4,805,733.09
<b>SUBTOTAL</b>	<b>4,805,733.09</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,265,806.39
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<b>TOTAL DISBURSEMENTS APPROVED</b>	<b>6,071,539.48</b>
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\_\_\_\_\_  
David Bogdala

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Katherine Marks

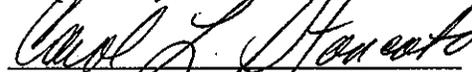
\_\_\_\_\_  
Eric Haugaard

\_\_\_\_\_  
Tod Ohnstad

\_\_\_\_\_  
Theodore Ruffalo

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

Respectfully submitted,



Director of Finance

(disbursementsblank.share.fin)

Finance Agenda #8

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #15

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 08/23/11

**Prepared By:** *MKS*

**Reviewed By:** 

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107773	8/03	WE ENERGIES	110-03-53109-221-000	7/11 STREETLIGHTING	60,865.44
			110-05-55109-221-000	7/11 STREETLIGHTING	578.54
				..... CHECK TOTAL	61,443.98
107774	8/03	RNOW, INC.	630-09-50101-393-000	07/11 #2922 PARTS/MA	2,540.96
			630-09-50101-393-000	07/11 PARTS/MATERIAL	801.18
			630-09-50101-393-000	07/11 PARTS/MATERIAL	232.44
				..... CHECK TOTAL	3,574.58
107775	8/03	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	RADIO MAINTENANCE	4,279.20
			110-03-53103-231-000	RADIO MAINTENANCE	2,974.50
			110-02-52103-231-000	WIRED M/C CABLE KIT	360.00
			110-02-52103-231-000	1/2 SHELL HELMET KIT	275.00
			110-02-52103-231-000	RADIO CABLE KIT	130.00
			110-02-52103-231-000	GASKET, 16-7040	3.00
				..... CHECK TOTAL	8,021.70
107776	8/03	HWY C SERVICE	110-05-55109-344-000	7/11-PA SERVICE/PART	50.73
			110-05-55109-344-000	7/11-PA SERVICE/PART	19.88
				..... CHECK TOTAL	70.61
107777	8/03	ICMA RETIREMENT TRUST	110-00-21572-000-000	7/16-31/11 CONTRIBS	49,361.37
			110-00-21599-000-000	7/16-31/11 CONTRIBS	3,030.00
				..... CHECK TOTAL	52,391.37
107778	8/03	CARDINAL HEALTH	206-02-52205-318-000	07/11 FD MEDICAL SUP	706.00
			206-02-52205-318-000	07/11 FD MEDICAL SUP	102.73
			206-02-52205-318-000	07/11 FD MEDICAL SUP	60.35
			206-02-52205-318-000	07/11 FD MEDICAL SUP	60.35
			206-02-52205-318-000	07/11 FD MEDICAL SUP	21.58
				..... CHECK TOTAL	951.01
107779	8/03	KENOSHA JOINT SERVICES	110-02-52111-251-000	08/11 JOINT SERVICES	255,366.00
			110-02-52202-251-000	08/11 JOINT SERVICES	63,840.75
				..... CHECK TOTAL	319,206.75
107780	8/03	LABOR PAPER, THE	409-11-50905-219-000	07/11 56 ST RECON	44.12
			405-11-51104-583-000	07/11 PARKS OFFICE	40.76
			420-11-51008-589-000	07/11 OVERPASS PNTG	40.20
				..... CHECK TOTAL	125.08

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107781	8/03	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	6/11-CE TIRES/TUBES	6,436.87
			110-02-52203-344-000	6/11-FD TIRES/SERVIC	1,942.30
				..... CHECK TOTAL	8,379.17
107782	8/03	SHOPKO DEPT. STORE	206-02-52205-382-000	07/11 FD #1 MERCHAND	41.92
			110-02-52103-311-000	07/11 PD MERCHANDISE	11.47
				..... CHECK TOTAL	53.39
107783	8/03	KENOSHA COUNTY	110-02-52105-283-000	08/11 RENT/SFTY BLDG	11,661.00
107784	8/03	WELDCRAFT, INC.	110-05-55109-235-000	6/11-PA WELDING SERV	392.20
			110-05-55109-344-000	6/11-PA WELDING SERV	325.71
			524-05-50101-344-000	6/11-GO WELDING SERV	15.80
				..... CHECK TOTAL	733.71
107785	8/03	PAYNE & DOLAN INC.	110-03-53103-355-000	6/11-ST ASPHALT MATE	396.28
107786	8/03	REINDERS INC.	110-05-55109-344-000	06/11 PARTS AND SERV	510.70
107787	8/03	WIS FUEL & HEATING INC	630-09-50101-392-000	7/11-SE DIESEL FUEL	26,662.66
107788	8/03	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	7/11-PA PARTS/SERVIC	213.71
107789	8/03	PORT-A-JOHN, INC.	110-05-55108-282-000	07/11 FIREWORKS	1,170.00
			222-09-50101-259-000	7-8/11 PB&J	490.00
			110-05-55108-282-000	07/11 FIREWORKS	350.00
			110-05-55108-282-000	07/11 FIREWORKS	250.00
			110-05-55108-282-000	07/11 FIREWORKS	225.00
			110-05-55108-282-000	07/11 FIREWORKS	180.00
			110-05-55108-282-000	07/11 FIREWORKS	180.00
			110-05-55108-282-000	07/11 FIREWORKS	180.00
				..... CHECK TOTAL	3,025.00
107790	8/03	KENOSHA PUBLIC LIBRARY	110-02-52601-219-000	K NEIMAN/ACTING DIR	6,030.22
107791	8/03	BROWN & JONES REPORTING, INC	110-09-56402-219-000	GUERRERO 12/1/10	109.25
107792	8/03	OFFICEMAX	110-01-51102-311-000	07/11 DP #1872 OFFC	259.40
			110-02-52103-311-000	07/11 PD #1868 OFFC	226.88
			110-02-52103-311-000	07/11 PD #1869 OFFC	188.00
			110-02-52103-311-000	07/11 PD #1874 OFFC	109.18
			110-02-52201-311-000	07/11 FD #1870 OFFC	103.24
			110-01-52001-311-000	07/11 MC #1877 OFFC	34.01
				..... CHECK TOTAL	920.71

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107793	8/03	WIS DEPT OF REVENUE	110-00-21581-000-000	07/11 DEDUCTS	18.75
107794	8/03	ORR SAFETY CORP.	501-09-50105-235-000 501-09-50105-235-000	GAS MONITOR REPAIR CALIBRATION GAS ..... CHECK TOTAL	583.00 245.00 828.00
107795	8/03	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000 110-05-55109-246-000	7/11-PA LOCKS & KEYS 7/11-PA LOCKS & KEYS ..... CHECK TOTAL	22.10 10.50 32.60
107796	8/03	LEE PLUMBING, INC.	110-02-52203-241-000	AIR COND. REPAIR	421.50
107797	8/03	LAKESIDE INTERNATIONAL TRUCK	520-09-50106-341-000 520-09-50201-347-000 630-09-50101-393-000 206-02-52205-344-000	06/11 BUS PARTS/MTRL 06/11 BUS PARTS/MTRL 06/11 CE-PARTS/MATRL 06/11 FD-PARTS/MATRL ..... CHECK TOTAL	1,438.80 1,173.72 346.24 245.42 3,204.18
107798	8/03	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	08/01/11 MED CLAIMS 08/01/11 PHARMACY 07/29/11 PHARMACY 07/29/11 MED CLAIMS 08/02/11 PHARMACY 08/02/11 MED CLAIMS ..... CHECK TOTAL	17,415.13 13,514.49 6,128.28 6,118.76 2,308.56 480.69 45,965.91
107799	8/03	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000 110-01-51801-243-000 110-01-51801-243-000	7/11-JANITORIAL SERV 7/11-JANITORIAL SERV 7/11-JANITORIAL SERV ..... CHECK TOTAL	3,430.00 125.00 30.00 3,585.00
107800	8/03	HUMANA INSURANCE CO	611-09-50101-155-517 611-09-50101-155-518 611-09-50101-155-519 611-09-50101-155-518	08/11 PREMIUM 08/11 ADMINISTRATION 08/11 COMMISSION 08/11 COALITION CR ..... CHECK TOTAL	71,288.64 29,419.44 4,866.24 60.96CR 105,513.36
107801	8/03	US CELLULAR	110-05-55109-226-000 110-05-55101-226-000 110-05-55101-226-000 110-05-55109-226-000 110-05-55102-226-000 110-05-55111-226-000 110-05-55111-226-000 110-05-55111-226-000 110-05-55102-226-000 110-05-55101-226-000 110-05-55109-226-000 110-05-55109-226-000 110-05-55111-226-000	07/11 PA-CELL AIRTM 07/11 CELL PHONE 07/11 PA-CELL AIRTM 07/11 CELL CHARGERS 07/11 PA-CELL AIRTM 07/11 PA-CELL AIRTM 07//11 CELL CHARGER 07/11 CELL CHARGER 07/11 CELL CHARGER 07/11 PA-CELL SERVC 07/11 PA-CELL SERVC 07/11 PA-CELL SERVC	103.59 98.98 60.66 49.47 32.79 22.09 16.49 16.49 16.49 6.00 5.50 3.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-226-000	07/11 PA-CELL SERVC	3.00
			110-05-55101-226-000	07/11 PA-CELL SERVC	3.00
				..... CHECK TOTAL	437.55
107802	8/03	PRAIRIE SIDE TRUE VALUE	110-05-55109-353-000	06/11 PA MISC. SUPPL	208.64
			524-05-50101-353-000	06/11 GO MISC. SUPPL	117.53
			110-05-55109-361-000	06/11 PA MISC. SUPPL	63.94
			524-05-50101-382-000	06/11 GO MISC. SUPPL	31.98
			110-05-55102-361-000	06/11 PA SUPPLIES	21.98
			524-05-50101-344-000	06/11 GO MISC. SUPPL	17.96
			110-05-55108-248-000	06/11 PA MISC. SUPPL	6.58
				..... CHECK TOTAL	468.61
107803	8/03	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	7/11-AR SERVICE/PART	24.36
107804	8/03	MALSACK, J	461-11-51001-581-000	5115 13 AVE-TREE	155.00
			461-11-51001-581-000	1200 52 ST-TREE	155.00
			461-11-51001-581-000	6/11 GRASS	112.50
			461-11-51001-581-000	1515 52' ST-TREE	75.00
			463-11-50902-219-000	5101 18 AV-BRANCHES	55.00
			461-11-51001-581-000	5815 5 AVE-BRANCHES	40.00
				..... CHECK TOTAL	592.50
107805	8/03	CRIVELLO-CARLSON	110-09-56402-219-000	ADAMS OUTDOOR 1/10	2,946.55
107806	8/03	ELECTRICAL CONTRACTORS, INC	110-05-55109-248-000	07/11 PA DIAMOND LIG	493.00
			110-05-55102-247-000	07/11 PA DIAMOND LIG	421.00
			110-05-55102-247-000	07/11 PA DIAMOND LIG	81.00
				..... CHECK TOTAL	995.00
107807	8/03	LETTERING MACHINE	110-01-50101-367-000	ALDERMEN SHIRTS	312.00
107808	8/03	INGROUILLE, TODD	611-00-49135-000-000	DENTAL PREMIUM	314.04
107809	8/03	KENOSHA COUNTY TREASURER	110-04-54101-252-000	08/11 HEALTH SERVICE	90,296.42
107810	8/03	CDW-G	206-02-52205-363-000	06/11 COMPUTER EQPMT	40.68
			206-02-52205-363-000	06/11 COMPUTER EQPMT	27.12
				..... CHECK TOTAL	67.80

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107811	8/03	LAKESIDE CLEANERS	110-02-52203-259-000	06/11 LAUNDRY SERVIC	1,554.50
107812	8/03	CITY OF MILWAUKEE	110-03-53103-355-000	6/11-ASPHALT EMULSIO	888.00
107813	8/03	O'CONNOR, DUMEZ,	110-09-56402-219-000	GUERRERO 12/1/10	5,940.00
			110-09-56402-219-000	LEHMAN 3/08/09	847.00
			110-09-56402-219-000	GAAL 10/21/07	319.00
			110-09-56402-219-000	06/11 SERVICES	264.00
			110-09-56402-219-000	6/05/09 ZELADA	154.00
				..... CHECK TOTAL	7,524.00
107814	8/03	MENARDS (KENOSHA)	420-11-51102-583-000	DOORS	1,640.01
			110-05-55109-369-000	07/11 PA MERCHANDISE	296.00
			110-05-55109-361-000	06/11 PA MERCHANDISE	257.02
			110-05-55109-382-000	07/11 PA JULY 4TH	152.08
			110-05-55109-389-000	05/11 JULY 4TH MERCH	146.44
			110-05-55109-249-000	07/11 PA MERCHANDISE	138.63
			110-05-55109-389-000	06/11 PA MERCHANDISE	110.30
			501-09-50105-361-000	07/11 SW MERCHANDISE	104.14
			501-09-50105-359-000	07/11 SW MERCHANDISE	97.55
			110-02-52203-382-000	07/11 FD #2 MERCHAND	96.62
			521-09-50101-382-000	07/11 AR MERCHANDISE	43.96
			110-02-52203-357-000	07/11 FD #2 MERCHAND	41.69
			110-05-55109-344-000	05/11 PA MERCHANDISE	34.99
			521-09-50101-385-000	07/11 AR MERCHANDISE	23.39
			524-05-50101-361-000	07/11 GO MERCHANDISE	22.74
			110-02-52203-353-000	07/11 FD #7 MERCHAND	16.96
			110-05-55111-235-000	07/11 PA MERCHANDISE	6.54
			110-02-52201-311-000	07/11 FD #2 MERCHAND	5.44
			110-05-55109-389-000	07/11 PA MERCHANDISE	3.48
			521-09-50101-246-000	07/11 AR MERCHANDISE	1.29
				..... CHECK TOTAL	3,239.27
107815	8/03	PLATINUM SYSTEMS	110-02-52101-316-000	AVG USER	2,613.67
107816	8/03	PREVOST CAR (US) INC	520-09-50201-347-000	7/11-BUS PARTS	52.00
107817	8/03	LEMKE FARMS	222-09-50101-259-909	HORSE & CARRIAGE	2,200.00
107818	8/03	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	REPAIR RADIATOR	1,885.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107819	8/03	GRAINGER	206-02-52205-382-000	7/11-FD PARTS/MATERI	86.10
			206-02-52205-382-000	7/11-FD PARTS/MATERI	59.25
				..... CHECK TOTAL	145.35
107820	8/03	ENVIRONMENTAL SYSTEMS	403-11-51114-519-000	ARCGIS SERVER	18,000.00
107821	8/03	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	7/4/11-SECURITY GUAR	632.50
107822	8/03	MENARDS - RACINE	420-11-51102-583-000	VERTICAL BLIND VANES	87.96
107823	8/03	WHOLESALE DIRECT INC	206-02-52205-344-000	7/11-FD#4 PARTS/MATE	382.06
			630-09-50101-393-000	6/11-SE PARTS/MATERI	178.79
			630-09-50101-393-000	6/11-SE RETURN PARTS	148.80CR
				..... CHECK TOTAL	412.05
107824	8/03	HAPPENINGS MAGAZINE	222-09-50101-295-000	CELEBRATE AMERICA AD	1,000.00
107825	8/03	BUSCHE, JUDY LLC	110-01-50301-219-000	07/11 PROCESS SERVC	258.00
			110-09-56501-259-000	07/11 PROCESS SERVC	28.00
				..... CHECK TOTAL	286.00
107826	8/03	MILWAUKEE SPRING &	630-09-50101-393-000	7/11-SE#2505 PARTS/L	614.66
107827	8/03	PRICE CHOPPER INC.	110-05-55111-389-000	WRIST BANDS	755.92
107828	8/03	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	7/11-TD COACH PARTS	471.00
			520-09-50201-347-000	7/11-TD COACH PARTS	5.20
				..... CHECK TOTAL	476.20
107829	8/03	IAFF/NATIONWIDE	110-00-21574-000-000	7/16-31/11 CONTRIBS	19,830.66
107830	8/03	KRESSEL, JONATHON	611-00-49135-000-000	DENTAL PREMIUM	314.04
107831	8/03	RED THE UNIFORM TAILOR	110-02-52103-367-000	5/11 POLICE UNIFORMS	393.75
			110-02-52103-367-000	6/11 POLICE UNIFORMS	199.85
			110-02-52103-367-000	5/11 POLICE UNIFORMS	131.90
			110-02-52103-367-000	7/11 POLICE UNIFORMS	105.98
				..... CHECK TOTAL	831.48
107832	8/03	USA MOBILITY	110-02-52103-282-000	4-6/11 PAGERS	1,087.51

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107833	8/03	TOMARK SPORTS	110-05-55102-361-000	CHALKERS	289.99
107834	8/03	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	7/16-31/11 CONTRIBS	10,147.23
107835	8/03	APEX ALARM SYSTEMS INC.	524-05-50101-219-000	MONTHLY CCTV REPAIR	430.80
107836	8/03	ILLINOIS GFOA	110-01-51101-323-000	2011 WGFOA DUES	25.00
107837	8/03	IOD INCORPORATED	110-09-56402-219-000	LEHMAN DOL 3/8/09	50.45
107838	8/03	LGIP MUSEUM	110-00-21805-000-000	08/01/11 WIRE TRANS	139,200.00
107839	8/03	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	WATER MANAGEMENT	2,807.25
			110-05-55111-219-000	WATER MANAGEMENT	2,159.00
				..... CHECK TOTAL	4,966.25
107840	8/03	REYNOLDS, JUDITH	611-00-49135-000-000	3RD QTR DENTAL PREM	111.18
107841	8/03	QUEEN, ROBERT	611-00-49135-000-000	3RD QTR DENTAL PREM	314.04
107842	8/03	ROHLING, CLARICE	611-00-49135-000-000	3RD QTR DENTAL PREM	74.12
107843	8/03	SCHUETZ, GERALD	611-00-49135-000-000	3RD QTR DENTAL PREM	314.04
107844	8/03	SUNDSTROM, JAMES & JOY	501-09-50101-433-000	SWU #29332 OVERPAY	1.78
107845	8/03	MILLSAPS, NINA M.	611-09-50102-259-000	WELLNESS MEETING/BK	38.45
107846	8/03	ERNST, PAUL	110-02-52101-219-000	COURT DUTY 7/25/11	48.00
107847	8/05	BINDELLI BROTHERS, INC	110-09-56501-259-569	07/11 6353 13 AVE	72.12
			110-09-56501-259-569	07/11 1539 16 AVE	72.12
			110-09-56501-259-569	07/11 4119 56 ST	60.00
				..... CHECK TOTAL	204.24
107848	8/05	VIKING ELECTRIC SUPPLY	110-02-52203-382-000	07/11 FD #7 ELECTRIC	59.10
107849	8/05	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	7/11-ST ELECTRICAL S	197.27
			632-09-50101-246-000	7/11-SE ELECTRICAL S	45.66
			110-03-53109-375-000	7/11-ST ELECTRICAL S	34.58
			110-03-53109-361-000	7/11-ST ELECTRICAL S	3.65
				..... CHECK TOTAL	281.16

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107850	8/05	JANTZ AUTO SALES INC	110-02-52103-219-000	07/11 11-107003 TOW	25.00
			110-02-52103-219-000	07/11 11-097157 TOW	25.00
			110-02-52103-219-000	07/11 SQD 914 TOW	25.00
				..... CHECK TOTAL	75.00
107851	8/05	LAKESIDE STEEL & MFG. CO.	110-03-53103-344-000	07/11 ST LABOR & MAT	110.00
107852	8/05	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/05/11 CITY HRLY	13,965.19
			110-00-21562-000-000	08/05/11 WATER HRLY	4,112.60
			110-00-21562-000-000	08/05/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,282.79
107853	8/05	KENOSHA NEWS	110-01-51303-326-000	07/11 MUSEUM AD	241.42
			110-01-51303-326-000	07/11 ED SERVC COOR	161.83
				..... CHECK TOTAL	403.25
107854	8/05	BADGER TRUCK CENTER	630-09-50101-393-000	07/11 SE #2388 PARTS	188.51
			630-09-50101-393-000	07/11 SE #2595 PARTS	52.08
				..... CHECK TOTAL	240.59
107855	8/05	FIRST SUPPLY CO.	110-05-55109-246-000	07/11 PA SUPPLIES AN	168.01
			110-05-55109-246-000	07/11 PA SUPPLIES AN	84.45
			110-05-55109-246-000	06/11 PA SUPPLIES AN	58.80
				..... CHECK TOTAL	311.26
107856	8/05	LORENZ TOPSOIL	110-05-55109-353-000	PULVERIZED TOPSOIL	66.00
107857	8/05	TRAFFIC & PARKING CONTROL CO	520-09-50202-249-000	SIGNS FOR LOT 23	216.23
			520-09-50202-249-000	PARKING VIOLATORS	93.87
				..... CHECK TOTAL	310.10
107858	8/05	WE ENERGIES	633-09-50101-221-000	#30 06/24-07/26	4,017.25
			110-05-55111-221-000	#30 06/20-07/20	3,259.38
			110-02-52203-221-000	#30 06/23-07/25	1,971.01
			110-03-53109-221-000	#30 06/22-07/24	1,414.21
			110-03-53109-221-000	#30 06/21-07/21	890.82
			110-05-55109-221-000	#30 06/22-07/24	888.52
			110-03-53116-221-000	#30 06/20-07/20	816.02
			110-05-55109-221-000	#30 06/19-07/19	711.22
			522-05-50102-221-000	#30 06/20-07/21	692.25
			110-03-53109-221-000	#30 06/23-07/25	687.98
			110-03-53109-221-000	#30 06/21-07/22	485.40
			110-03-53109-221-000	#30 06/22-07/26	474.91
			110-03-53109-221-000	#30 06/20-07/20	469.90
			110-03-53109-221-000	#30 06/19-07/19	462.33
			522-05-50102-221-000	#30 06/16-07/21	371.05
			110-05-55109-221-000	#30 06/20-07/20	325.74
			110-05-55109-221-000	#30 06/20-07/21	323.35
			110-03-53109-221-000	#30 06/23-07/26	268.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#30 05/24-07/25	183.75
			110-05-55111-222-000	#30 05/19-07/21	168.94
			110-03-53109-221-000	#30 06/20-07/21	131.89
			110-03-53109-221-000	#30 06/26-07/26	116.41
			110-03-53103-221-000	#30 06/23-07/25	97.81
			110-03-53117-221-000	#30 06/20-07/20	47.05
			519-09-50103-221-000	#30 06/23-07/25	46.70
			110-05-55109-221-000	#30 06/21-07/21	35.86
			522-05-50102-221-000	#30 06/19-07/19	34.80
			522-05-50102-222-000	#30 06/19-07/19	31.91
			110-05-55109-222-000	#30 06/26-07/26	30.37
			110-05-55106-222-000	#30 06/23-07/21	25.65
			110-05-55109-222-000	#30 06/23-07/25	12.57
			110-05-55109-221-000	#30 06/23-07/25	9.34
			110-05-55109-222-000	#30 06/19-07/19	8.70
				..... CHECK TOTAL	19,511.14
107859	8/05	STATE OF WISCONSIN	110-00-21901-999-000	06/11 COURT COSTS	23,498.49
			110-00-21911-999-000	06/11 COURT COSTS	16,553.99
			110-00-45104-999-000	06/11 COURT COSTS	11,667.91
				..... CHECK TOTAL	51,720.39
107860	8/05	UNITED STATES TREASURY	110-00-21581-000-000	8/05/11 CHRISTERSON	374.67
			110-00-21581-000-000	8/05/11 BODGANOVICH	105.34
			110-00-21581-000-000	08/05/11 G GRANADO	100.00
				..... CHECK TOTAL	580.01
107861	8/05	GUARANTEED SEWER	110-05-55108-219-000	06/11 SIMMONS ISLND	225.00
			110-05-55108-219-000	06/11 EICHELMAN PK	180.00
			110-05-55108-219-000	06/11 KENNEDY PARK	150.00
			110-05-55108-219-000	06/11 PENNOYER PARK	95.00
				..... CHECK TOTAL	650.00
107862	8/05	REINDERS INC.	110-05-55109-344-000	07/11 PARTS AND SERV	197.50
107863	8/05	BROOKS TRACTOR, INC.	630-09-50101-393-000	07/11 SE PARTS & MAT	460.24
			630-09-50101-393-000	07/11 SE PARTS & MAT	295.43
				..... CHECK TOTAL	755.67
107864	8/05	PORT-A-JOHN, INC.	110-05-55108-282-000	7/11-SOUTHPORT PORTA	90.00
			110-05-55108-282-000	7/11-S PIER PORTABLE	90.00
			110-05-55108-282-000	7/11-ALFORD#1 PORTAB	90.00
			110-05-55108-282-000	7/11-PENNOYER PORTAB	52.00
				..... CHECK TOTAL	322.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107865	8/05	WALGREEN CO.	110-09-56405-161-000	7/2/11 D NICHOLS	53.52
107866	8/05	LARK UNIFORM, INC.	110-02-52103-367-000	07/11 #529 UNIFORM I	235.80
107867	8/05	BATTERIES PLUS LLC	110-02-52103-385-000	07/11 PD BATTERIES &	179.40
107868	8/05	HAWK ELECTRONICS	110-01-51201-311-000	7/11-CT RECEIPT PAPE	512.76
107869	8/05	CHASE BANK KENOSHA	110-00-21513-000-000	08/05/11 HRLY DEDCT	25,032.88
			110-00-21612-000-000	08/05/11 HRLY DEDCT	12,149.74
			110-00-21511-000-000	08/05/11 HRLY DEDCT	8,230.35
			110-00-21614-000-000	08/05/11 HRLY DEDCT	3,306.86
			110-00-21514-000-000	08/05/11 HRLY DEDCT	3,306.79
				..... CHECK TOTAL	52,026.62
107870	8/05	AT&T	110-02-52203-225-000	07/22-8/21 REPEATER	199.72
107871	8/05	VYATTA INC.	411-11-51102-539-000	VYATTA APPLIANCE 514	1,581.20
107872	8/05	FEDEX	110-01-51306-312-000	7/13/11 LEGAL-SHPMT	20.53
107873	8/05	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	8/11 SPECL TRANSPRT	14,167.00
			520-09-50301-258-000	8/11 WEEKND DISPTCH	584.00
				..... CHECK TOTAL	14,751.00
107874	8/05	OFFICEMAX	110-02-52201-311-000	06/11 FD #1857 OFFC	365.69
			110-01-50301-311-000	06/11 LE #1858 OFFC	322.42
			110-03-53101-311-000	06/11 PW #1860 OFFC	231.29
			521-09-50101-311-000	7/11-AR OFFICE SUPPL	7.78
			110-01-50101-311-000	06/11 LE #1859 OFFC	7.48
				..... CHECK TOTAL	934.66
107875	8/05	PAT'S SERVICES, INC.	205-03-53119-282-000	07/11 PORTABLE TOILE	65.80
107876	8/05	RC ELECTRONICS	222-09-50101-295-000	RADIOS FOR PARADE	480.00
107877	8/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-282-000	7/11-SW TOOLS/SUPPLI	235.44
			501-09-50105-355-000	7/11-SW TOOLS/SUPPLI	173.60
				..... CHECK TOTAL	409.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107878	8/05	JANEK CORPORATION	520-09-50201-344-000	REPAIR DISPLAY STD	640.00
			520-09-50201-344-000	REPAIR THERMO KING	300.00
				..... CHECK TOTAL	940.00
107879	8/05	HOLLAND SUPPLY, INC.	205-03-53119-349-000	7/11-ST HYDRAULIC FI	159.26
			630-09-50101-393-000	7/11-CE#3009 HYDRAUL	85.35
			501-09-50105-344-000	7/11-SW HYDRAULIC FI	83.78
			630-09-50101-393-000	7/11-CE#3009 HYDRAUL	69.26
			630-09-50101-393-000	7/11-CE#3009 HYDRAUL	36.18
			110-05-55102-249-000	7/11-PA HYDRAULIC FI	32.73
				..... CHECK TOTAL	466.56
107880	8/05	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	08/05/11 B GARRETT	121.13
107881	8/05	WETLAND & WATERWAY CONSULT.	403-11-51106-589-000	07/11 PERMIT WIDNR	500.00
107882	8/05	SERWE IMPLEMENT	630-09-50101-393-000	06/11 #2235 PARTS/SE	132.99
107883	8/05	STRAND ASSOCIATES, INC.	110-03-53117-219-000	5/11-LANDFILL MONITO	837.04
107884	8/05	AT&T ADVERTISING	524-05-50101-227-000	5-6/11 YELLOW PAGES	24.00
			521-09-50101-227-000	5-6/11 YELLOW PAGES	24.00
			520-09-50301-327-000	5-6/11 YELLOW PAGES	24.00
				..... CHECK TOTAL	72.00
107885	8/05	CICCHINI ASPHALT LLC	401-11-51101-585-000	EST 3-RESURF PHS I	149,971.01
			401-11-51001-585-000	FINAL-MOB PRKG LOT	478.73
			401-11-50902-589-000	FINAL-MOB PRKG LOT	478.73
			420-11-50902-583-000	FINAL-MOB PRKG LOT	478.72
			401-11-51004-586-000	FINAL-MOB PRKG LOT	478.72
				..... CHECK TOTAL	151,885.91
107886	8/05	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	06/11 CT-OVERAGES	304.88
			632-09-50101-311-000	BLACK TONER	47.88
				..... CHECK TOTAL	352.76
107887	8/05	HUMANA CLAIMS	611-09-50101-155-527	08/03/11 MED CLAIMS	9,900.45
			611-09-50101-155-527	08/04/11 PHARMACY	7,542.69
			611-09-50101-155-527	08/03/11 PHARMACY	3,504.88
			611-09-50101-155-527	08/04/11 MED CLAIMS	959.55
				..... CHECK TOTAL	21,907.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107888	8/05	COUNTRY INN OF KENOSHA, LLC	110-00-21106-000-000	2010 TAX 7011 122 AV	430.25
107889	8/05	RUEKERT & MIELKE, INC.	409-11-51001-219-000	5/21-6/17-CONSTRUCTI	806.00
107890	8/05	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	08/05/11 L SAYLOR	34.91
107891	8/05	MALSACK, J	110-09-56501-259-570	7/11 1712 55 ST-GRS	313.26
			110-09-56501-259-570	7/11 4221 35 AV-GRS	137.27
			110-09-56501-259-570	7/11 4013 35 AV-GRS	102.60
			110-09-56501-259-570	7/11 4055 35 AV-GRS	91.20
			110-09-56501-259-570	7/11 5809 16 AV-GRS	76.47
			110-09-56501-259-570	7/11 3327 44 ST-GRS	69.35
			110-09-56501-259-570	7/11 3410 44 ST-GRS	69.35
			110-09-56501-259-570	7/11 3404 44 ST-GRS	43.22
			110-09-56501-259-570	7/11 4001 35 AV-GRS	39.90
			110-09-56501-259-570	7/11 4107 35 AV-GRS	34.20
			110-09-56501-259-570	7/11 4007 35 AV-GRS	34.20
			110-09-56501-259-570	7/11 4101 35 AV-GRS	28.50
				..... CHECK TOTAL	1,039.52
107892	8/05	BROOKHOUSE & HEMSING LAW	110-01-51303-212-000	POLICE/FIRE COMM	1,946.20
107893	8/05	HOMETOWN INC.	520-09-50106-341-000	7/11-TD DIESEL FUEL	26,451.68
107894	8/05	AMERICAN APPRAISAL ASSOC	110-01-51101-219-000	FIXED ASSET SERV	8,000.00
107895	8/05	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	7/11-SE#2599 PARTS/L	426.67
			630-09-50101-393-000	7/11-SE#296 PARTS/LA	229.09
			630-09-50101-393-000	7/11-SE#1009 PARTS/L	174.99
			630-09-50101-393-000	7/11-SE#297 PARTS/LA	53.41
				..... CHECK TOTAL	884.16
107896	8/05	INSTY-PRINTS	110-05-55111-311-000	7/11 1ST AID FORMS	105.41
107897	8/05	APPLIED ECOLOGICAL SERVICES	501-09-50102-219-000	RAIN GARDEN MAINT.	347.00
107898	8/05	CRAWFORD, CAROLE	713-00-21953-000-000	08/06/11 BANDSHELL	1,000.00
107899	8/05	STEVENS, JEFF	713-00-21953-000-000	08/07/11 BANDSHELL	240.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
107900	8/05	CDW-G	422-11-51105-561-000	BROTHER POCKETJET 3	920.00			
			422-11-51105-561-000	BROTHER POCKETJET 3	920.00			
			422-11-51105-561-000	HAVIS DEVMT, PRNTR,	735.44			
			110-01-51102-539-000	07/11 DP COMPUTER EQ	195.30			
			422-11-51105-561-000	BROTHER CAR ADAPTER	127.76			
			422-11-51105-561-000	10' USB CABLE	39.85			
			422-11-51105-561-000	10' USB CABLE	23.91			
				..... CHECK TOTAL	2,962.26			
107901	8/05	DUECO, INC	630-09-50101-393-000	06/11 SE PARTS & MAT	218.00			
107902	8/05	CENTRAL SAW AND MOWER	110-05-55109-361-000	07/11 PA PARTS	298.16			
			110-05-55109-344-000	07/11 PA PARTS	4.56			
				..... CHECK TOTAL	302.72			
107903	8/05	WASTE MANAGEMENT	633-09-50101-253-000	8/11-LI WEEKLY PICK	82.61			
			110-01-51801-246-000	8/11-MB PULL CHARGES	55.70			
			521-09-50101-219-000	8/11-AR PAPER RECYCL	54.08			
			110-05-55109-246-000	8/11-PA PAPER RECYCL	39.00			
				..... CHECK TOTAL	231.39			
107904	8/05	MENARDS (KENOSHA)	110-02-52203-382-000	7/11-FD#7 MERCHANDIS	294.24			
			501-09-50105-344-000	7/11-SW MERCHANDISE	270.00			
			110-03-53103-344-000	7/11-ST MERCHANDISE	270.00			
			521-09-50101-353-000	7/11-AR MERCHANDISE	177.49			
			501-09-50105-361-000	7/11-SW MERCHANDISE	159.67			
			110-05-55109-246-000	7/11-JULY 4TH MERCHA	121.12			
			521-09-50101-344-000	7/11-AR MERCHANDISE	87.26			
			110-02-52203-382-000	7/11-FD#2 MERCHANDIS	47.94			
			110-05-55109-389-000	7/11-PA MERCHANDISE	43.90			
			521-09-50101-344-000	7/11-AR MERCHANDISE	22.32			
			110-02-52203-357-000	7/11-PD#2 MERCHANDIS	11.98			
				..... CHECK TOTAL	1,505.92			
			107905	8/05	WIS SCTF	110-00-21581-000-000	08/05/11 HRLY DEDCT	1,325.63
			107906	8/05	HALLMAN LINDSAY	110-05-55102-244-000	6/11-PA PAINT/PRODUC	299.60
110-05-55102-244-000	7/11-PA PAINT/PRODUC	211.21						
110-05-55109-244-000	7/11-PA PAINT/PRODUC	102.46						
110-05-55111-244-000	7/11-PA PAINT/PRODUC	26.89						
	..... CHECK TOTAL	640.16						

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107907	8/05	KENOSHA COUNTY TREASURER	110-00-21910-999-000	6/11 FEES COLLECTED	12,577.86
			110-00-21901-999-000	6/11 FEES COLLECTED	3,829.28
			110-00-21910-999-000	6/11 FEES COLLECTED	450.00
				..... CHECK TOTAL	16,857.14
107908	8/05	GRAINGER	521-09-50101-372-000	7/11-AR PARTS/MATERI	246.05
			110-05-55109-382-000	7/11-PA PARTS/MATERI	100.47
			110-05-55109-361-000	7/11-PA PARTS/MATERI	38.92
			521-09-50101-372-000	7/11-AR PARTS/MATERI	35.15
			110-05-55109-344-000	7/11-PA PARTS/MATERI	18.52
				..... CHECK TOTAL	439.11
107909	8/05	HIGHLAND GROUP OF WI	409-11-50804-581-000	R.E. ACQ. SERVICES	975.00
107910	8/05	TIME WARNER CABLE	524-05-50101-219-000	08/11 MONTHLY CABLE	17.58
107911	8/05	ACCURINT	110-02-52101-219-000	06/11 PD SEARCHES/LO	109.50
107912	8/05	LYNCH TRUCK CENTER	630-09-50101-393-000	FLEET MAINT PARTS	12.50
107913	8/05	COSTIGAN SOUND	222-09-50101-295-000	SOUND ENG-PARADE	950.00
107914	8/05	HAPPENINGS MAGAZINE	222-09-50101-259-908	7/11-PB&J ADVERTISIN	413.00
			222-09-50101-259-908	7/11-PB&J ADVERTISIN	413.00
			222-09-50101-259-908	7/11-PB&J ADVERTISIN	413.00
			222-09-50101-259-909	7/11 PIKE RVR RNDZV	314.50
			222-09-50101-259-908	7/11-PB&J ADVERTISIN	314.50
				..... CHECK TOTAL	1,868.00
107915	8/05	SCHEND, R.C. & ASSOCIATES	403-11-50904-589-000	REVIEW TRUCK WASH	300.00
107916	8/05	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	CONSUMABLE SUPPLIES	102.45
107917	8/05	PROCESSWORKS INC.	110-00-21578-000-000	08/02/11 CHECK REG	3,083.27
107918	8/05	LAKESIDE OIL	520-09-50106-341-000	07/11 DIESEL FUEL	25,434.00
107919	8/05	AIRGAS NORTH CENTRAL	206-02-52205-389-000	07/11 FD #5 OXYGEN C	57.66
107920	8/05	SOUTHPORT MARINA	110-05-55109-221-000	5/10-12/10 ELECTRIC	14,293.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107921	8/05	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/2/11 D NICHOLS	252.45
107922	8/05	UNITED OCC MEDICINE	110-09-56405-161-000	7/27/11 D MARIFERN	209.10
107923	8/05	AURORA HEALTH CARE	110-09-56405-161-000	6/8/11 J HAMM	1,636.90
			110-09-56405-161-000	6/27/11 M SHODIS	222.64
				..... CHECK TOTAL	1,859.54
107924	8/05	KAPELLE, DORF	713-00-21953-000-000	08/10/11 BANDSHELL	1,700.00
107925	8/05	SUPER WESTERN	409-11-51003-589-000	EST 4-WEST FRONTAGE	161,456.67
107926	8/05	WISCONSIN CVS PHARMACY LLC	110-00-44202-000-000	CLASS A BEER	436.00
			110-00-44204-000-000	CLASS A LIQUOR	433.00
				..... CHECK TOTAL	869.00
107927	8/05	ACOSTA, MARIBEL	110-00-21905-000-000	BEACH HOUSE 7/31/11	300.00
107928	8/05	BP EXPRESS KENOSHA LLC	110-00-44202-000-000	CLASS A BEER	461.00
107929	8/05	SOUTHPORT QUILTERS	110-00-21905-000-000	BEACH HOUSE 7/25/11	100.00
107930	8/05	GERVAIS, GEORGE G	110-00-21106-000-000	2010 RE TAX OVERPAY	1,632.48
107931	8/05	WILSON, KATHLEEN M	110-00-21106-000-000	2010 RE TAX OVERPAY	32.79
107932	8/05	SOLUTION ENTERPRISES, LLC	110-00-21106-000-000	2010 TAX 4813 16 AV	23.11
107933	8/05	UNITED CHRISTIAN FAMILY	110-00-21905-000-000	ORIBILETTI 7/30-31	300.00
107934	8/05	MARQUEZ, LUPE JR	110-00-21905-000-000	BEACH HOUSE 9/18/11	300.00
			110-00-46580-000-000	BEACH HOUSE 9/18/11	170.00
				..... CHECK TOTAL	470.00
107935	8/05	FRANKS, SANDRA	110-00-21905-000-000	BEACH HOUSE 7/30/11	300.00
107936	8/05	ANTONACCI, MICHELLE	110-00-21905-000-000	ORIBILETTI 7/25/11	300.00
107937	8/05	LUPI, JULIE	110-00-21905-000-000	BEACH HOUSE 7/22/11	300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107938	8/05	WITKAUSKIS, MICHAEL	110-00-46394-000-000	APPLIANCE STICKER	15.00
107939	8/05	STERN, PATRICK O	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
107940	8/05	ESKOLA, BRADLEY D	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
107941	8/05	GRIFFIN, BRANDON J	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
107942	8/05	BUCK, WAYDE B	521-09-50101-261-000	6/11 250 MILES	127.50
			521-09-50101-261-000	4/11 157 MILES	80.07
			521-09-50101-261-000	5/11 148 MILES	75.48
				..... CHECK TOTAL	283.05
107943	8/05	DURKEE, MARY	110-05-55101-263-000	7/2 STORM-WATER/ICE	150.63
			110-05-55109-389-000	KIDS BIKE PARADE	138.21
				..... CHECK TOTAL	288.84
107944	8/05	MILLSAPS, NINA M.	110-01-51303-326-000	AD-MUSEUM DIRECTOR	250.00
107945	8/05	WILKE, BRIAN	110-01-51701-261-000	7/11 49 MILES	27.20
107946	8/05	WASHINGTON, AL	110-01-50901-261-000	7/11 222 MILES	123.21
107947	8/05	CRUEY, EDWARD	110-01-50901-261-000	7/11 300 MILES	166.50
107948	8/05	HOFF, DIANE	110-01-51901-311-000	MAILING LABELS 2X4	90.98
			110-01-51306-312-000	2 PACKS STAMPS	88.00
				..... CHECK TOTAL	178.98
107949	8/05	BOSMAN, KEITH	110-05-55109-389-000	MEMRL ARBOR DAY 2011	207.50
107950	8/05	CLARK, KAREN	520-09-50101-367-000	2011 UNIFORM ALLOW	37.98
107951	8/05	BAKER, HANNAH	520-09-50101-367-000	2011 UNIFORM ALLOW	78.08
			520-09-50101-367-000	2011 UNIFORM ALLOW	25.81
				..... CHECK TOTAL	103.89
107952	8/10	BINDELLI BROTHERS, INC	110-09-56501-259-569	07/11 6353 13 AVE	72.12
107953	8/10	WISCONSIN STEAM CLEANER	110-05-55109-235-000	PREVENTATIVE MAINT.	262.85

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107954	8/10	RNOW, INC.	630-09-50101-393-000	7/11-SE PARTS/MATERI	152.81
107955	8/10	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	07/11 ST ELECTRICAL	118.03
			110-02-52203-246-000	07/11 FD #7 ELECTRIC	39.30
			110-03-53109-375-000	07/11 ST ELECTRICAL	29.46
			110-02-52203-246-000	07/11 FD #7 ELECTRIC	28.28
			110-03-53109-375-000	07/11 ST ELECTRICAL	14.73
				..... CHECK TOTAL	229.80
107956	8/10	KRANZ, INC.	630-09-50101-393-000	7/11-SE PRODUCTS	1,940.09
			630-09-50101-393-000	7/11-SE PRODUCTS	1,453.12
			630-09-50101-393-000	7/11-PRODUCTS	397.92
				..... CHECK TOTAL	3,791.13
107957	8/10	JAZZ SPECTRUM	713-00-21953-000-000	8/14/11 BANDSHELL	850.00
107958	8/10	SHERWIN WILLIAMS CO.	521-09-50101-371-000	7/11-AR PAINT/SUPPLI	149.74
			521-09-50101-371-000	7/11-AR PAINT/SUPPLI	47.38
				..... CHECK TOTAL	197.12
107959	8/10	MILLS ENTERPRISE-STONEGATE	110-00-14402-000-000	REFUND TAX TO MILLS	18,923.59
			110-09-56505-423-000	REFUND TAX TO MILLS	17,613.93
			110-00-14101-000-000	REFUND TAX TO MILLS	7,957.59
			110-00-14408-000-000	REFUND TAX TO MILLS	2,609.82
			110-00-14308-000-000	REFUND TAX TO MILLS	346.39
				..... CHECK TOTAL	47,451.32
107960	8/10	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	09/11 PREMIUM	12,797.72
			110-09-56304-156-000	09/11 PREMIUM	6,088.12
			110-00-15601-000-000	09/11 PREMIUM	1,534.37
			110-00-15201-000-000	09/11 PREMIUM	1,133.29
			520-09-50101-156-000	09/11 PREMIUM	616.92
			110-00-15202-000-000	09/11 PREMIUM	395.36
			631-09-50101-156-000	09/11 PREMIUM	245.40
			632-09-50101-156-000	09/11 PREMIUM	180.86
			110-00-14401-000-000	09/11 PREMIUM	99.31
			520-09-50201-156-000	09/11 PREMIUM	89.75
			521-09-50101-156-000	09/11 PREMIUM	85.15
			520-09-50301-156-000	09/11 PREMIUM	55.07
			520-09-50105-156-000	09/11 PREMIUM	49.21
			501-09-50105-156-000	09/11 PREMIUM	28.54
			630-09-50101-156-000	09/11 PREMIUM	26.85
			501-09-50101-156-000	09/11 PREMIUM	20.17
			520-09-50403-156-000	09/11 PREMIUM	14.52
			501-09-50103-156-000	09/11 PREMIUM	4.45
			520-09-50401-156-000	09/11 PREMIUM	2.74
				..... CHECK TOTAL	23,467.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107961	8/10	SHOPKO DEPT. STORE	110-01-51801-389-000	7/11-MB MERCHANDISE	103.26
			520-09-50101-389-000	7/11-TD MERCHANDISE	14.99
				..... CHECK TOTAL	118.25
107962	8/10	WILLKOMM INC., JERRY	521-09-50101-341-000	7/11-AR FUEL	2,971.08
107963	8/10	WIS DEPT OF REVENUE	110-00-21512-000-000	7/16-31/11 DEDUCTS	121,283.08
107964	8/10	MAGID GLOVE & SAFETY	630-09-50101-393-000	7/11-SE GLOVES	3,828.24
107965	8/10	OAKES & SON, INC., A. W.	401-11-51104-586-000	EST 2-SIDEWALK PROGR	100,532.85
			403-11-51101-585-000	EST 2-CURB/GUTTER PR	12,291.03
				..... CHECK TOTAL	112,823.88
107966	8/10	REINDERS INC.	110-05-55109-344-000	7/11-PA PARTS/SERVIC	174.67
			110-05-55109-344-000	7/11-PA PARTS/SERVIC	91.89
				..... CHECK TOTAL	266.56
107967	8/10	WIS FUEL & HEATING INC	630-09-50101-393-000	7/11-CE LUBRICANTS/O	1,305.00
			630-09-50101-393-000	7/11-CE LUBRICANTS/O	521.05
				..... CHECK TOTAL	1,826.05
107968	8/10	PORT-A-JOHN, INC.	110-05-55108-282-000	7/8/11 BANDSHELL	225.00
107969	8/10	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	7/11-MED DIR SERVICE	5,175.00
107970	8/10	KENOSHA AREA CHAMBER	110-01-51301-263-000	BOSMAN/ANNL MTG	25.00
107971	8/10	AT&T	110-01-51801-225-000	6/28-7/13 653-7213	290.42
			520-09-50301-225-000	6/19-7/13 652-5104	35.15
				..... CHECK TOTAL	325.57
107972	8/10	TDS METROCOM	110-01-51801-227-000	08/11 MAIN LINES	3,310.24
			110-01-51801-225-000	08/11 MAIN LINES	552.18
			110-00-14401-000-000	08/11 MAIN LINES	362.76
			520-09-50301-227-000	08/11 MAIN LINES	310.32
			110-00-15202-000-000	08/11 MAIN LINES	295.73
			520-09-50301-225-000	08/11 MAIN LINES	235.18
			110-05-55109-227-000	08/11 MAIN LINES	223.29
			521-09-50101-227-000	08/11 MAIN LINES	215.44
			110-03-53103-227-000	08/11 MAIN LINES	210.86
			632-09-50101-227-000	08/11 MAIN LINES	160.26
			501-09-50101-227-000	08/11 MAIN LINES	124.91
			524-05-50101-227-000	08/11 MAIN LINES	98.86
			110-02-52203-227-000	08/11 MAIN LINES	95.11
			110-02-52110-227-000	08/11 MAIN LINES	87.31
			520-09-50401-227-000	08/11 MAIN LINES	85.95
			110-02-52108-225-000	08/11 MAIN LINES	77.92
			110-03-53103-225-000	08/11 MAIN LINES	75.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53116-227-000	08/11 MAIN LINES	51.57
			110-05-55111-227-000	08/11 MAIN LINES	41.36
			110-05-55109-225-000	08/11 MAIN LINES	35.57
			206-02-52205-227-000	08/11 MAIN LINES	34.38
			632-09-50101-225-000	08/11 MAIN LINES	31.89
			110-02-52108-225-000	08/11 MAIN LINES	16.09
			501-09-50101-225-000	08/11 MAIN LINES	13.89
			110-02-52110-225-000	08/11 MAIN LINES	11.73
			524-05-50101-225-000	08/11 MAIN LINES	10.10
			521-09-50101-225-000	08/11 MAIN LINES	6.28
			110-02-52203-225-000	08/11 MAIN LINES	4.92
			110-03-53116-225-000	08/11 MAIN LINES	4.58
			110-05-55111-225-000	08/11 MAIN LINES	3.85
			520-09-50401-227-000	08/11 MAIN LINES	.42
			206-02-52205-227-000	08/11 PHONE CALLS	.14
				..... CHECK TOTAL	6,788.51
107973	8/10	OFFICEMAX	501-09-50101-311-000	07/11 SW #1881 OFFC	128.72
			110-01-51901-311-000	07/11 CT #1880 OFFC	119.11
			110-02-52103-311-000	07/11 PD #1879 OFFC	102.96
			110-01-51303-311-000	07/11 HR #1878 OFFC	94.68
			110-02-52201-311-000	07/11 FD #1876 OFFC	59.49
			631-09-50101-311-000	07/11 EN #1871 OFFC	50.52
			110-05-55109-311-000	07/11 PA #1875 OFFC	34.72
			524-05-50101-311-000	07/11 PA #1875 OFFC	19.04
			110-01-51201-311-000	07/11 CT #1880 OFFC	1.70
			110-01-51101-311-000	07/11 FN #1828 RETN	39.52CR
				..... CHECK TOTAL	571.42
107974	8/10	PAT'S SERVICES, INC.	110-05-55108-282-000	PORTABLE UNITS	880.00
107975	8/10	LALONDE CONTRACTORS INC	409-11-51111-589-000	EST 3-39TH AVE RECON	201,933.20
107976	8/10	TOP CHOICE RENTALS/TENTS	110-05-55108-219-000	TENTS-ARTS/FLOWERS	706.26
			222-09-50101-295-000	EQUIP/CANOPY PARADE	472.10
				..... CHECK TOTAL	1,178.36
107977	8/10	RADISSON HOTEL & CONFERENCE	110-02-52204-263-000	T COX 10/31-11/4/11	280.00
107978	8/10	WIS FIRE INSPECTORS ASSOC.	110-02-52204-264-000	11/1-4/11 ANNL CONF	210.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107979	8/10	INTEGRATED TIME PRODUCTS	110-03-53103-232-000	TIME CLOCK MAINT.	145.00
107980	8/10	ACCURATE PRINTING CO., INC.	110-01-51901-311-000	07/11 CT-BALLOT EPS	441.00
107981	8/10	AT CONFERENCE	110-01-51801-225-000	CONF CALL CHRYSLER	14.60
107982	8/10	BELLE COFFEE SERVICE	524-05-50101-397-000	07/11 COFFEE/SUPPLIE	74.00
107983	8/10	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	08/11 ADMIN FEE	350.00
107984	8/10	GUTTORMSEN, HARTLEY,	110-01-50101-219-000	06/11 TYLER BOSTROM	125.00
107985	8/10	CICCHINI ASPHALT LLC	414-11-51002-583-000	CRACK FILL & SEAL	1,095.00
107986	8/10	INTAB INC	110-01-51901-311-000	TAMPER EVIDENT LABEL	51.79
			110-01-51901-311-000	SPRING LOCK SEALS	17.95
				..... CHECK TOTAL	69.74
107987	8/10	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	07/11 TIRE RECYCLING	1,890.24
107988	8/10	UNISOURCE WORLDWIDE	630-09-50101-393-000	07/11 CE PAPER PRODU	8,264.69
			110-01-51101-311-000	07/11 FN PAPER PRODU	347.01
				..... CHECK TOTAL	8,611.70
107989	8/10	HUMANA CLAIMS	611-09-50101-155-527	08/08/11 PHARMACY	13,507.07
			611-09-50101-155-527	08/05/11 PHARMACY	13,259.99
			611-09-50101-155-527	08/08/11 MED CLAIMS	9,489.27
			611-09-50101-155-527	08/09/11 PHARMACY	5,593.43
			611-09-50101-155-527	08/09/11 MED CLAIMS	2,852.37
			611-09-50101-155-527	08/05/11 MED CLAIMS	1,874.62
				..... CHECK TOTAL	46,576.75
107990	8/10	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	7/11-SE SERVICES/PAR	825.00
107991	8/10	PAUL CONWAY SHIELDS	110-02-52206-367-000	06/11 TURNOUT GEAR	298.12
			110-02-52206-367-000	06/11 TURNOUT GEAR	124.50
			110-02-52206-367-000	06/11 TURNOUT GEAR	10.50
				..... CHECK TOTAL	433.12
107992	8/10	PSOW	206-02-52205-264-000	9/21-23 J POLTROCK	175.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
107993	8/10	TUNDRA LODGE RESORT	206-02-52205-263-000	9/21-23 J POLTROCK	140.00
107994	8/10	US CELLULAR	206-02-52205-226-000	07/11 FD-CELL AIRTM	170.01
			110-02-52601-226-000	07/11 DH-CELL AIRTM	146.43
			206-02-52205-226-000	07/11 FD-CELL SERVC	60.00
			110-02-52601-226-000	07/11 DH-CELL SERVC	27.00
				..... CHECK TOTAL	403.44
107995	8/10	GETUM, INC.	401-11-51101-585-000	RUBBER ADJ RINGS	8,000.00
107996	8/10	BOSMAN MONUMENTS	110-05-55109-389-000	ADD'L MEMRL ARBOR	207.50
107997	8/10	ELECTRICAL CONTRACTORS, INC	110-05-55109-248-000	07/11 PA DIAMOND LIG	2,030.45
			110-05-55109-249-000	07/11 PA DIAMOND LIG	164.00
			110-05-55102-247-000	07/11 PA DIAMOND LIG	162.00
			110-05-55102-247-000	07/11 PA DIAMOND LIG	137.25
				..... CHECK TOTAL	2,493.70
107998	8/10	ASE	110-02-52203-264-000	THOMAS/BRAGUE 11/15	222.00
107999	8/10	T & A INDUSTRIAL, LTD.	110-03-53103-355-000	7/11-ST MISC SUPPLIE	446.19
108000	8/10	SPRING CITY ELECTRIC	110-00-44804-000-000	PERMIT 5421 70TH ST	180.00
108001	8/10	NORTH CENTRAL CONSTRUCTION	501-00-21128-000-000	ESCROW 716 51ST PL	5,000.00
108002	8/10	WIS DEPT OF NATURAL RESOURCE	405-11-50905-589-000	PERMIT MAINT/DREDG	300.00
108003	8/10	FASTENAL COMPANY	110-03-53103-389-000	07/11 ST TOOLS OR MA	26.77
			630-09-50101-393-000	07/11 SE #3009 TOOLS	19.91
				..... CHECK TOTAL	46.68
108004	8/10	MENARDS (KENOSHA)	524-05-50101-389-000	7/11-GO MERCHANDISE	77.04
			110-03-53110-361-000	7/11-ST MERCHANDISE	73.93
			110-05-55109-246-000	7/11-PA MERCHANDISE	57.02
			110-02-52203-357-000	7/11-FD#4 MERCHANDIS	29.46
			110-02-52203-357-000	7/11-FD#4 MERCHANDIS	27.90
			110-02-52203-382-000	7/11-FD#4 MERCHANDIS	23.64
			110-05-55109-361-000	7/11-PA MERCHANDISE	22.98
			521-09-50101-249-000	7/11-AR MERCHANDISE	14.36
			521-09-50101-382-000	7/11-AR MERCHANDISE	11.11
			110-05-55109-344-000	7/11-PA MERCHANDISE	10.46
				..... CHECK TOTAL	347.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108005	8/10	WIS SCTF	110-00-21581-000-000	08/09/11 HRLY DEDCT	76.94
108006	8/10	PREVOST CAR (US) INC	520-09-50201-347-000	7/11-BUS PARTS	160.60
			520-09-50201-347-000	7/11-BUS PARTS	75.38
				..... CHECK TOTAL	235.98
108007	8/10	TIME WARNER CABLE	520-09-50301-233-000	08/11 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	08/11 AIRPORT-ROADRU	139.95
				..... CHECK TOTAL	279.90
108008	8/10	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	07/11 426 CAPTR/DSPL	16,966.00
			110-04-54102-254-000	08/11 SERVICE FEE	3,500.00
				..... CHECK TOTAL	20,466.00
108009	8/10	SPEEDWAY LLC	110-00-44709-000-000	BARTENDER LICENSE	50.00
108010	8/10	DUO-SAFETY LADDER CORP	110-02-52203-344-000	HEAT SENSOR LABEL	32.66
108011	8/10	FLANNERY FIRE PROTECTION INC	110-02-52203-246-000	SPRINKLER TEST 3,6,7	675.00
108012	8/10	EVT CERTIFICATION COMM.	110-02-52203-264-000	10/15 THOMAS/BRAGUE	210.00
			110-02-52203-264-000	9/15 THOMAS/BRAGUE	180.00
				..... CHECK TOTAL	390.00
108013	8/10	BLADE SHOP	110-02-52203-344-000	06/11 FD REPLACE/REP	61.25
108014	8/10	KENOSHA GROUNDS CARE	110-05-55109-249-000	REPAIR STUCK VALVE	65.00
108015	8/10	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	5/31/11 D MONSON	1,028.50
108016	8/10	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	6/20/11 J SCHRANDT	149.60
108017	8/10	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	6/15/11 M POLOVINA	796.08
108018	8/10	UHS PHYSICIAN CLINIC	110-09-56405-161-000	6/13/11 M POLOVINA	56.95
108019	8/10	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	6/14/11 M POLOVINA	70.30
			110-09-56405-161-000	6/15/11 M POLOVINA	56.05
			110-09-56405-161-000	6/16/11 M POLOVINA	19.95
				..... CHECK TOTAL	146.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108020	8/10	AURORA HEALTH CARE	110-09-56405-161-000	2/09/11 B MIFFLIN	199.76
			110-09-56405-161-000	2/16/11 L RAZAA	139.92
				..... CHECK TOTAL	339.68
108021	8/10	CHILDS, CRAIG D, PHD, S.C.	110-02-52101-216-000	HOWARD-ASSESS/EVAL	450.00
108022	8/10	GENNACCARO, DANIELLE L	110-00-44709-000-000	BARTENDER LICENSE	50.00
108023	8/10	D'ANGELO, BRIAN R	110-00-44507-000-000	CABARET LICENSE	275.00
108024	8/10	MAC'S DELI ENTERPRISES	110-00-44709-000-000	BARTENDER LICENSE	50.00
108025	8/10	HOLGUIN, ARMANDO	110-00-44507-000-000	CABARET LICENSE	275.00
108026	8/10	BRAGADOS BANQUETS, LLC	110-00-44211-000-000	CLASS C WINE LICENSE	75.00
			110-00-44203-000-000	CLASS B BEER	75.00
				..... CHECK TOTAL	150.00
108027	8/10	SORIA-MACIAS, REFUGIO	110-00-45103-000-000	FINE PMT #V813056	50.00
			110-00-45104-000-000	FINE PMT #V813056	28.00
			110-00-21911-000-000	FINE PMT #V813056	13.00
			110-00-21901-000-000	FINE PMT #V813056	13.00
			110-00-21910-000-000	FINE PMT #V813056	10.00
				..... CHECK TOTAL	114.00
108028	8/10	TRUESDELL, EVELYN	110-00-46394-000-000	APPLIANCE STICKERS	30.00
108029	8/10	ANDREA, ANN	110-00-21905-000-000	BEACH HOUSE 8/6/11	300.00
108030	8/10	RODRIQUEZ, ALEJANDRA	110-00-21905-000-000	BEACH HOUSE 8/5/11	300.00
108031	8/10	GILLILAND, STACY A	110-00-44709-000-000	BARTENDER LICENSE	50.00
108032	8/10	HALAS, SARAH A	110-00-44709-000-000	BARTENDER LICENSE	50.00
108033	8/10	NEU, STEVEN R	110-00-44709-000-000	BARTENDER LICENSE	50.00
108034	8/10	MARTINEZ, DAVID M	110-00-44709-000-000	BARTENDER LICENSE	50.00
108035	8/10	CULLEN, MEGAN M	110-00-44709-000-000	BARTENDER LICENSE	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108036	8/10	JAKE, TYLER J	110-00-44709-000-000	BARTENDER LICENSE	50.00
108037	8/10	GRAHAM, SEAN J	110-00-44709-000-000	BARTENDER LICENSE	50.00
108038	8/10	VAN AKEN, INC	110-00-44709-000-000	BARTENDER LICENSE	50.00
108039	8/10	DON'S ELECTRIC	110-00-44804-000-000	PERMIT PAID TWICE	60.00
108040	8/10	GERRITSON PLUMBING LLC	110-00-44803-000-000	PERMIT PAID TWICE	66.00
108041	8/10	STANCZAK, STEPHEN M.	110-01-51303-261-000	6/21-7/26 96 MILES	98.16
108042	8/10	KREWSON, SHARON	110-02-52601-261-000	07/11 438 MILES	243.09
108043	8/10	BLISE, PAULA	110-02-52601-261-000	7/11 573 MILES	318.02
108044	8/10	PACE, JERRY	110-09-56405-166-000	MEDICARE SET-ASIDE	23,171.00
108045	8/10	BAUMANN, RICHARD H.	110-02-52601-261-000	06/11 800 MILES	408.00
			110-02-52601-261-000	07/11 721 MILES	400.15
				..... CHECK TOTAL	808.15
108046	8/10	SWARTZ, MARTHA E.	110-02-52601-261-000	07/11 239 MILES	132.65
108047	8/10	HILLESLAND, RICHARD	110-02-52601-261-000	07/11 600 MILES	333.00
			110-02-52601-226-000	06/11 CELL PHONE	14.68
				..... CHECK TOTAL	347.68
108048	8/10	MIKOLAS, KEVIN	110-02-52601-261-000	07/11 252 MILES	139.86
108049	8/10	THOMPkins, TIMOTHY	110-01-51303-261-000	07/11 126 MILES	69.93
108050	8/10	CHIAPPETTA, LOUIS	110-02-52601-261-000	7/11 259 MILES	143.75
108051	8/10	WHITE, ROBERT	520-09-50101-367-000	2011 UNIFORM ALLOW	23.01
108052	8/10	PETERSON, JULIE	110-09-56405-166-000	7/31-8/13 PENALTY	244.50
108053	8/10	DUMKE, JOHN E.	110-02-52601-261-000	7/11 186 MILES	103.23

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108054	8/10	BOSMAN, KEITH	110-01-51301-341-000	GAS PURCHASED	24.95
108055	8/10	SANCHEZ, MARGARITO	110-02-52601-261-000	07/11 374 MILES	207.57
108056	8/10	GARRETT, BARBARA	520-09-50101-367-000	2011 UNIFORM ALLOW	100.00
108057	8/12	BINDELLI BROTHERS, INC	110-09-56501-259-569	8/11 8750 SHER #21	246.12
108058	8/12	CHESTER ELECTRONICS SUPPLY	206-02-52205-382-000	07/11 FD PARTS & MAT	92.00
			520-09-50201-347-000	07/11 TD PARTS & MAT	15.96
			110-01-51901-311-000	07/11 CT PARTS & MAT	7.90
				..... CHECK TOTAL	115.86
108059	8/12	COMSYS, INCORPORATED	110-01-51102-215-000	8/8-9/7/11 SERVICES	37,312.25
			501-09-50101-215-000	8/8-9/7/11 SERVICES	9,329.31
				..... CHECK TOTAL	46,641.56
108060	8/12	GODFREY & KAHN, SC	420-11-50904-219-000	06/11 CHRYSLER	6,661.50
108061	8/12	HWY C SERVICE	501-09-50105-344-824	7/11-SW CHAINSAW PTS	246.96
			501-09-50105-344-824	7/11-SW CHAINSAW PTS	243.70
			501-09-50105-344-824	7/11-SW CHAINSAW PTS	222.94
			501-09-50106-344-824	7/11-SW STORM MAT'LS	111.36
			110-05-55109-341-000	7/11-PA WEEDWACKER	110.16
			501-09-50106-344-824	7/11-SW STORM MAT'LS	86.89
			110-03-53113-235-824	7/11-ST CHAINSAW PTS	70.48
				..... CHECK TOTAL	1,092.49
108062	8/12	CARDINAL HEALTH	206-02-52205-318-000	07/11 FD MEDICAL SUP	1,028.00
			206-02-52205-318-000	07/11 FD MEDICAL SUP	643.64
			206-02-52205-318-000	07/11 FD MEDICAL SUP	604.59
			206-02-52205-318-000	07/11 FD MEDICAL SUP	327.23
			206-02-52205-318-000	07/11 FD MEDICAL SUP	300.37
			206-02-52205-318-000	07/11 FD MEDICAL SUP	299.67
			206-02-52205-318-000	07/11 FD MEDICAL SUP	290.98
			206-02-52205-318-000	08/11 FD MEDICAL SUP	213.31
			206-02-52205-318-000	07/11 FD MEDICAL SUP	122.10
			206-02-52205-318-000	07/11 FD MEDICAL SUP	56.40
			206-02-52205-318-000	07/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	07/11 FD MEDICAL SUP	16.10
				..... CHECK TOTAL	3,954.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108063	8/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/12/11 CITY HRLY	13,802.94
			110-00-21562-000-000	08/12/11 WATER HRLY	4,112.60
			110-00-21562-000-000	08/12/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,120.54
108064	8/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	08/15/11 CITY SAL	46,960.24
			110-00-21562-000-000	08/15/11 WATER SAL	7,847.50
			110-00-21562-000-000	08/15/11 LIBRARY SAL	7,439.00
				..... CHECK TOTAL	62,246.74
108065	8/12	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	08/15/11 CITY SAL	1,194.23
			110-00-21541-000-000	08/15/11 LIBRARY SAL	241.00
			110-00-21541-000-000	08/15/11 WATER SAL	155.00
				..... CHECK TOTAL	1,590.23
108066	8/12	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	6/19/11 J SCHRANDT	11,113.07
			110-09-56405-161-000	4/22/11 D MONSON	3,124.02
			110-09-56405-161-000	06/13/11 M POLOVINA	2,616.85
			110-09-56405-161-000	6/25/11 A LOPEZ	600.78
				..... CHECK TOTAL	17,454.72
108067	8/12	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	8/15/11 SAL DEDUCTS	90,555.00
108068	8/12	PALMEN BUICK	630-09-50101-393-000	03/11 #2084 PARTS &	36.70
108069	8/12	M A TRUCK PARTS	520-09-50201-347-000	7/11-TD MATERIALS/SU	200.08
			110-05-55109-344-000	7/11-PA MATERIALS/SU	187.20
				..... CHECK TOTAL	387.28
108070	8/12	FIRST SUPPLY CO.	110-05-55109-246-000	07/11 PA SUPPLIES AN	357.00
			110-05-55109-249-000	07/11 PA SUPPLIES AN	69.49
			110-05-55111-246-000	07/11 PA SUPPLIES AN	22.75
			110-05-55109-246-000	07/11 PA SUPPLIES AN	22.75
			110-05-55109-249-000	07/11 PA SUPPLIES AN	16.06
			110-02-52203-344-000	07/11 FD SUPPLIES AN	15.94
			110-05-55111-246-000	07/11 PA SUPPLIES AN	12.69
				..... CHECK TOTAL	516.68
108071	8/12	WILLKOMM INC., JERRY	630-09-50101-392-000	7/11-SE DIESEL FUEL	25,639.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108072	8/12	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	08/15/11 H TOLBERT	274.79
108073	8/12	DATA FINANCIAL BUSINESS	110-01-51101-232-000	EQUIP MAINT AGRMT	348.50
108074	8/12	WE ENERGIES	110-03-53109-221-000	RELOCATE 5600 68 AV	1,770.49
108075	8/12	UNITED STATES TREASURY	110-00-21581-000-000	08/125/11 G GRANADO	100.00
			110-00-21581-000-000	8/12/11 CHRISTERSON	90.26
			110-00-21581-000-000	8/12/11 BODGANOVICH	84.20
				..... CHECK TOTAL	274.46
108076	8/12	REINDERS INC.	110-05-55109-344-000	7/11-PA PARTS/SERVIC	529.24
			110-05-55109-344-000	6/11-PA PARTS/SERVIC	166.00
			110-05-55109-341-000	6/11-PA PARTS/SERVIC	156.82
			630-09-50101-393-000	7/11-SE PARTS/SERVIC	23.42
				..... CHECK TOTAL	875.48
108077	8/12	STREICHER'S POLICE EQUIPMENT	110-02-52103-367-000	7/11-PD UNIFORMS	219.99
108078	8/12	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	07/11 SE REPAIR FUEL	278.35
108079	8/12	BROOKS TRACTOR, INC.	630-09-50101-393-000	07/11 SE #2448 PARTS	73.78
			630-09-50101-393-000	07/11 SE #2449 PARTS	60.78
			630-09-50101-393-000	07/11 SE #2448 PARTS	29.12
			630-09-50101-393-000	07/11 SE #2448 PARTS	21.06
				..... CHECK TOTAL	184.74
108080	8/12	CURTIS INDUSTRIES, INC	630-09-50101-393-000	07/11 SE FASTENERS-V	1,064.29
			630-09-50101-393-000	07/11 SE FASTENERS-V	184.14
				..... CHECK TOTAL	1,248.43
108081	8/12	DON'S AUTO PARTS	630-09-50101-393-000	07/11 SE PARTS & MAT	565.01
108082	8/12	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	6/11-TD TIRE LEASE	4,215.48
108083	8/12	LARK UNIFORM, INC.	110-02-52103-367-000	7/11-PD#375 UNIFORM	159.90
			110-02-52103-367-000	7/11-PD#431 UNIFORM	86.95
				..... CHECK TOTAL	246.85
108084	8/12	CHASE BANK KENOSHA	110-00-21513-000-000	08/15/11 DEDUCTS	229,426.21
			110-00-21612-000-000	08/15/11 DEDUCTS	80,408.98
			110-00-21511-000-000	08/15/11 DEDUCTS	54,470.84
			110-00-21614-000-000	08/15/11 DEDUCTS	24,261.44
			110-00-21514-000-000	08/15/11 DEDUCTS	24,261.35
				..... CHECK TOTAL	412,828.82

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108085	8/12	ZILSKE LAW FIRM S C	520-09-50101-161-000	9/15/09 J MARTI	582.87
108086	8/12	DWD-UI	520-09-50101-157-000	07/11 UNEMPLOYMENT	4,642.28
			110-09-56308-157-000	07/11 UNEMPLOYMENT	4,522.12
			110-09-56308-157-000	07/11 UNEMPLOYMENT	1,114.00
			110-09-56308-157-000	07/11 UNEMPLOYMENT	559.68
			110-09-56308-157-000	07/11 UNEMPLOYMENT	26.96CR
				..... CHECK TOTAL	10,811.12
108087	8/12	TDS METROCOM	110-01-51801-227-000	08/11 FIRE	155.45
			110-01-51801-225-000	08/11 FIRE	67.06
				..... CHECK TOTAL	222.51
108088	8/12	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	8/15/11 SAL DEDUCTS	729.00
108089	8/12	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	08/12/11 B GARRETT	152.31
108090	8/12	MISNER, RAYMOND	110-01-50101-265-000	08/11 REIMBURSE	130.00
108091	8/12	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	07/11 FD PARTS/MATER	141.55
108092	8/12	AT&T ADVERTISING	524-05-50101-227-000	07/11	12.00
			521-09-50101-227-000	07/11	12.00
			520-09-50301-327-000	07/11	12.00
				..... CHECK TOTAL	36.00
108093	8/12	DOOLEY & ASSOCIATES	110-01-51102-219-000	MARKETING & DESIGN	1,900.00
108094	8/12	CICCHINI ASPHALT LLC	401-11-51101-585-000	EST 2-RESURF PHS II	38,313.49
108095	8/12	5 ALARM FIRE & SAFETY EQUIP.	206-02-52205-344-000	07/11 FD PARTS/MATER	120.00
108096	8/12	NUDO, ANTHONY	110-01-50101-265-000	08/11 REIMBURSE	130.00
108097	8/12	INVESTORS PROPERTY SERVICES	463-11-50601-589-000	REHAB 8750 SHER RD	1,595.00
108098	8/12	LAKESIDE INTERNATIONAL TRUCK	206-02-52205-344-000	5/11-FD PARTS/MATERI	581.40
			206-02-52205-344-000	6/11-FD CORE RETURN	157.50CR
				..... CHECK TOTAL	423.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
108099	8/12	HUMANA CLAIMS	611-09-50101-155-527	08/11/11 PHARMACY	4,651.73			
			611-09-50101-155-527	08/10/11 MED CLAIMS	3,643.12			
			611-09-50101-155-527	08/10/11 PHARMACY	1,396.73			
			611-09-50101-155-527	08/11/11 MED CLAIMS	685.32			
				..... CHECK TOTAL	10,376.90			
108100	8/12	FRONTIER	110-02-52203-225-000	7/22-8/21/11 FIRE	73.02			
108101	8/12	CUMMINS NPOWER, LLC	520-09-50201-347-000	06/11 TD PARTS/SERVI	544.66			
			520-09-50201-347-000	07/11 TD PARTS/SERVI	210.61			
			520-09-50201-347-000	04/11 TD PARTS/SERVI	80.80			
			520-09-50201-347-000	07/11 TD PARTS/SERVI	57.12			
			520-09-50201-347-000	06/11 TD PARTS/SERVI	38.08			
			520-09-50201-347-000	07/11 TD PARTS/SERVI	25.15			
			520-09-50201-347-000	06/11 TD PARTS/SERVI	13.61			
			520-09-50201-347-000	06/11 TD PARTS/SERVI	10.60			
			520-09-50201-347-000	02/11 CREDIT PARTS/S	770.00CR			
				..... CHECK TOTAL	210.63			
			108102	8/12	WASTE MANAGEMENT OF WI	110-03-53117-253-416	07/11 1016.37 TONS	22,360.14
						110-03-53117-253-416	07/11 WDNR TONNAGE	13,212.81
501-09-50104-253-000	07/11 168.74 TONS	3,716.28						
110-03-53117-253-417	07/11 14 CMPT PULLS	2,212.00						
501-09-50104-253-000	07/11 WDNR TONNAGE	2,193.62						
110-03-53117-253-417	07/11 98.88 TONS	2,175.36						
110-03-53117-253-416	07/11 FUEL SURCHARGE	1,633.05						
110-03-53117-253-417	07/11 WDNR TONNAGE	1,285.44						
110-03-53117-253-417	07/11 FUEL SURCHARGE	322.14						
501-09-50104-253-000	07/11 FUEL SURCHARGE	278.62						
110-03-53117-253-416	07/11 ENVIRO SURCHG	276.00						
501-09-50104-253-000	07/11 ENVIRO SURCHG	150.00						
110-03-53117-253-417	07/11 ENVIRO SURCHG	84.00						
	..... CHECK TOTAL	49,899.46						
108103	8/12	DIVERSIFIED COLLECTION SVCS				110-00-21581-000-000	08/12/11 L SAYLOR	41.62
108104	8/12	MALSACK, J				463-11-50902-219-000	07/11 WEED/GRASS-A	1,053.71
			401-11-50912-581-000	07/11 WEED/GRASS-C	847.87			
			461-11-51001-581-000	07/11 WEED/GRASS-B	705.37			
				..... CHECK TOTAL	2,606.95			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108105	8/12	ALTEC INDUSTRIES, INC.	630-09-50101-393-000	07/11 SE #2168 PARTS	196.46
			630-09-50101-393-000	09/10 CREDIT PARTS/S	12.76CR
				..... CHECK TOTAL	183.70
108106	8/12	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	7/11-COMPACTOR RENTA	633.71
108107	8/12	MID-TOWN PETROLEUM	520-09-50106-341-000	7/11-DIESEL EXHAUST	640.00
108108	8/12	BOGDALA, DAVID	110-01-50101-265-000	08/11 REIMBURSE	130.00
108109	8/12	GREEN, LAWRENCE	110-01-50101-265-000	08/11 REIMBURSE	130.00
108110	8/12	HAUGAARD, ERIC	110-01-50101-265-000	08/11 REIMBURSE	130.00
108111	8/12	JULIANA, PATRICK	110-01-50101-265-000	08/11 REIMBURSE	88.00
108112	8/12	KENNEDY, ANTHONY	110-01-50101-265-000	08/11 REIMBURSE	130.00
108113	8/12	LAMACCHIA, ROCCO	110-01-50101-265-000	08/11 REIMBURSE	130.00
108114	8/12	MICHALSKI, JAN	110-01-50101-265-000	08/11 REIMBURSE	88.00
108115	8/12	OHNSTAD, TOD	110-01-50101-265-000	08/11 REIMBURSE	130.00
108116	8/12	ORTH, MICHAEL	110-01-50101-265-000	08/11 REIMBURSE	130.00
108117	8/12	PROZANSKI, DANIEL	110-01-50101-265-000	08/11 REIMBURSE	130.00
108118	8/12	RUFFALO, THEODORE	110-01-50101-265-000	08/11 REIMBURSE	130.00
108119	8/12	RUFFOLO, G JOHN	110-01-50101-265-000	08/11 REIMBURSE	130.00
108120	8/12	PELION BENEFITS, INC.	110-00-21517-000-000	8/01-15/11 DEDCUTS	5,259.72
108121	8/12	ELM INVESTMENTS, LLC	448-00-21109-000-000	06/11 EN ENVIRONMENT	3,998.73
108122	8/12	WIS DEPT OF REVENUE	761-00-21512-000-000	07/11 KCM DEDUCTS	279.40
108123	8/12	FASTENAL COMPANY	110-05-55109-357-000	07/11 PA TOOLS OR MA	185.03
			110-05-55109-357-000	07/11 PA TOOLS OR MA	145.01
			110-05-55109-357-000	07/11 PA TOOLS OR MA	52.21
				..... CHECK TOTAL	382.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108124	8/12	CDW-G	241-09-50101-524-000	I-PAD & CASE	2,430.00
			110-02-52103-311-000	OKI 5980 DRUM	198.83
			241-09-50101-524-000	I-PAD & CASE	67.32
				..... CHECK TOTAL	2,696.15
108125	8/12	SOUND SPECIALTY COMPANY	110-05-55108-219-000	SOUND EQUIPMENT	900.00
108126	8/12	CHAPTER 13 TRUSTEE	110-00-21581-000-000	08/15/11 B MIFFLIN	419.00
			110-00-21581-000-000	08/15/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
108127	8/12	MENARDS (KENOSHA)	524-05-50101-357-000	7/11-GO MERCHANDISE	190.83
			110-02-52206-344-000	7/11-FD#4 MERCHANDIS	170.08
			420-11-51102-583-000	7/11-MB REMODEL MERC	169.48
			110-05-55109-249-000	7/11-PA MERCHANDISE	130.28
			110-05-55109-389-000	7/11-PA MERCHANDISE	97.40
			110-03-53116-382-000	7/11-WA MERCHANDISE	37.61
			110-05-55109-344-000	6/11-PA MERCHANDISE	16.62
			110-02-52103-365-000	7/11-PD MERCHANDISE	16.44
			110-05-55109-357-000	7/11-PA MERCHANDISE	15.97
				..... CHECK TOTAL	844.71
108128	8/12	BELLE CITY FIRE EXTINGUISHER	110-05-55109-235-000	07/11 PA EXTINGUISHE	1,036.25
			110-02-52203-389-000	07/11 FD #6 EXTINGUI	444.95
			110-02-52203-389-000	07/11 FD #2 EXTINGUI	15.40
				..... CHECK TOTAL	1,496.60
108129	8/12	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2010 TAX RL STLMNT	84,036.87
108130	8/12	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2010 TAX RL STLMNT	125,519.37
108131	8/12	WIS SCTF	110-00-21581-000-000	08/15/11 SAL DEDUCT	9,582.09
			110-00-21581-000-000	08/12/11 HRLY DEDCT	1,330.84
				..... CHECK TOTAL	10,912.93
108132	8/12	WIS SCTF	110-00-21581-000-000	8/15/11 SAL R & D	65.00
108133	8/12	WIS SCTF	110-00-21581-000-000	08/12/11 HRLY R & D	414.26
108134	8/12	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	07/11 SE #2886 RADIA	795.00
			520-09-50201-344-000	07/11 TD RADIATOR SE	297.50
				..... CHECK TOTAL	1,092.50

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108135	8/12	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	08/15/11 M RIVERA	278.00
108136	8/12	LENNYS POOL SERVICE	110-05-55111-359-000	DE POWDER	918.14
108137	8/12	WOMEN AND CHILDRENS HORIZONS	289-06-50404-259-000	#5309647 SUBGR AGMT	21,085.00
108138	8/12	GATEWAY TECH COLLEGE	110-00-21803-000-000	2010 TAX RL STLMT	1,360,532.38
108139	8/12	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	2010 TAX RL STLMT	12,684.47
108140	8/12	GILLIG CORPORATION	520-09-50201-347-000	BUS PARTS	690.16
			520-09-50201-347-000	7/11-BUS PARTS	442.00
			520-09-50201-347-000	7/11-BUS PARTS	410.55
			520-09-50201-347-000	7/11-BUS PARTS	48.56
			520-09-50201-347-000	7/11-BUS PARTS	16.04
				..... CHECK TOTAL	1,607.31
108141	8/12	LAKESHORE BID DISTRICT	110-00-21815-000-000	2011 ASSESSMENT	18,332.94
108142	8/12	PROCESSWORKS INC.	110-00-21578-000-000	8/09/11 CHECK REG	2,672.01
108143	8/12	RIMKUS, JASON	761-09-50101-111-000	8/01-15/11 SERVICE	1,840.80
			761-00-21514-000-000	8/01-15/11 SERVICE	26.69CR
			761-00-21511-000-000	8/01-15/11 SERVICE	77.31CR
			761-00-21599-000-000	8/01-15/11 SERVICE	92.04CR
			761-00-21512-000-000	8/01-15/11 SERVICE	102.40CR
			761-00-21513-000-000	8/01-15/11 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36
108144	8/12	PIRO, RALPH	761-09-50101-111-000	8/01/15-/11 SERVICE	872.31
			761-00-21514-000-000	8/01/15-/11 SERVICE	12.65CR
			761-00-21599-000-000	8/01/15-/11 SERVICE	25.00CR
			761-00-21511-000-000	8/01/15-/11 SERVICE	36.64CR
			761-00-21512-000-000	8/01/15-/11 SERVICE	37.30CR
			761-00-21513-000-000	8/01/15-/11 SERVICE	74.00CR
				..... CHECK TOTAL	686.72
108145	8/12	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	7/11-TD COACH PARTS	858.50
			520-09-50201-347-000	7/11-TD COACH PARTS	261.76
				..... CHECK TOTAL	1,120.26

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108146	8/12	KENOSHA LITERACY COUNCIL	289-06-50603-259-000	#5310368 SUBGR AGMT	4,558.14
108147	8/12	AFLAC	110-00-21535-000-000	07/11 SAL DEDUCT	2,005.84
			110-00-21535-000-000	7/15-8/05 HRLD DED	614.64
			110-00-21536-000-000	07/11 SAL DEDUCT	285.68
			110-00-21536-000-000	7/15-8/05 HRLD DED	283.20
				..... CHECK TOTAL	3,189.36
108148	8/12	SPECTERA, INC.	110-00-21534-000-000	07/11 DEDUCTS	1,602.23
108149	8/12	NEW SONG MINISTRIES	289-06-50614-259-000	#5309606 SUBGR AGMT	30.02
108150	8/12	CUSTOM RESTORATION	405-11-51004-583-000	EST 1-TUCKPOINTING	29,559.95
108151	8/12	AURORA MEDICAL GROUP	520-09-50101-216-000	07/11 SCREENS	509.00
			110-01-51303-216-000	07/11 SCREENS	383.00
				..... CHECK TOTAL	892.00
108152	8/12	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000	6/13/11 M POLOVINA	1,393.51
			110-09-56405-161-000	6/13/11 M POLOVINA	22.80
				..... CHECK TOTAL	1,416.31
108153	8/12	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	6/25/11 A LOPEZ	40.80
108154	8/12	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/25/11 A LOPEZ	233.75
108155	8/12	AURORA HEALTH CARE	110-09-56405-161-000	3/21/11 T LEWIS	2,548.80
			110-09-56405-161-000	12/30/10 J KUNZ	93.28
				..... CHECK TOTAL	2,642.08
108156	8/12	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	12/4/10 J PETERSON	787.36
108157	8/12	HOME CARE MEDICAL	110-09-56405-161-000	6/13/11 M POLOVINA	115.80
108158	8/12	AMERICAN HOME MORTGAGE CO	110-00-21106-000-000	2010 TAX-6027 60 AVE	1,858.25
108159	8/12	CUNNINGHAM, BARBARA	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
108160	8/12	RICHTER, SUSAN	110-00-21905-000-000	ORIBILETTI-8/7/11	100.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
108161	8/12	KOENES, JOHN	110-00-21905-000-000	ANDERSON POOL-8/6/11	100.00
108162	8/12	SOWARD, STANLEY	110-00-44708-000-000	TAXI LICENSE	5.00
108163	8/12	HART, JOEL E	110-00-44708-000-000	TAXI LICENSE	5.00
108164	8/12	JOHNSON, TIMOTHY	110-00-21109-000-000	COURT PMT #V811500	25.20
108165	8/12	SMITH, GEORGE	110-00-21109-000-000	COURT PMT #V575649	86.20
108166	8/12	ESTES, STEPHEN F	110-00-21106-000-000	2010 TAX-3803 7 AVE	2.03
108167	8/12	KONDAUR CAPITAL CORP	110-00-21106-000-000	2010 TAX-6913 5 AVE	8.71
108168	8/12	SALITURO, LOUIS	110-00-21109-000-000	SPECL ASSESS OVERPAY	9.38
108169	8/12	FONK, KELLY	110-01-51303-144-000	2011 TUITION	480.00
108170	8/12	LEWIS, TIMOTHY	110-09-56405-161-000	6/7-7/14/11 MILEAGE	28.13

GRAND TOTAL FOR PERIOD \*\*\*\*\* 4,805,940.59  
LESS VOID CHECK #107949 -207.50  
4,805,733.09

## Alderman John Ruffalo,

I recently got a bill in the mail from a complaint about snow removal. And as one who takes good care of my property i called to see what the problem was. They emailed me pictures of what they did, which i have enclosed to you as well as the bill i recieved. This picture clearly shows i have my property taken care of very well and the snow that is causing the problem is clearly in the street. I have all i can do to pay the taxes and i surely cant afford to pay the city to remove snow from the street. As you can see in the lower picture, there is a fire hydrant that i also unbury from the snow to do my part. Please Contact me to know what we can do to resolve this problem. You can reach me by emailing me at [Arnie1972@sbcglobal.net](mailto:Arnie1972@sbcglobal.net)

Or My Cell Number is: 262-818-2719



**OFFICE OF THE CITY TREASURER  
625-52ND STREET - ROOM 105  
KENOSHA WI 53140  
SPECIAL ASSESSMENT BILL**

SANDRA L ARNESON  
2407 75TH ST  
KENOSHA, WI 53143

BILLING DATE: 07/01/11

<p>PARCEL NUMBER</p> <p>03-122-11-281-014</p>
---

PAYABLE TO CITY TREASURER ON OR BEFORE:

FOR: RESOLUTION: 062-11  
INST. OF .000 FT. OF SNOW REMOVAL  
PROPERTY LOCATED AT:

JULY 31, 2011  
WITHOUT INTEREST

04738 080 ST

LOT 1 GAIL SUB PT OF  
NW 1/4 SEC 11 T1 R22  
V 1177 P 46  
DOC#1005699  
DOC#1392523  
DOC#1392524  
DOC#1437931  
DOC#1587286

<p>PAY THIS AMOUNT</p> <p>125.00</p>
--------------------------------------

<u>tax roll</u>	<u>amount</u>	<u>tax roll</u>	<u>amount</u>
2011	129.69	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
<b>TOTAL</b>	<b>129.69</b>		

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.  
PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.  
CITY TREASURER-CITY OF KENOSHA

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT  
THE DEPARTMENT OF PUBLIC WORKS AT 262-653-4050

**J. Malsack/Crown Services, LLC**

Weed Cutting • Lawn Mowing • Snow Plowing

415 - 43rd Street • Kenosha, WI 53140 • Ph. (262) 658-3387

**Invoice**

DATE	INVOICE #
2/18/11	5497

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
3/20/11	110100

DESCRIPTION	AMOUNT
JOB# 10169 4738 80TH ST REMOVED SNOW AND ICE FROM PUBLIC SIDEWALK  <del>03-211-</del> 03-122-11-281-014	55.00

5% 10 NET 30 OK to Pay <i>M-R Malsack</i> 2/18/11	Subtotal	55.00
	5.5% Tax	
	<b>Total</b>	<b>55.00</b>

JOB NUMBER 10169

DATE ORDERED 2-17-2011

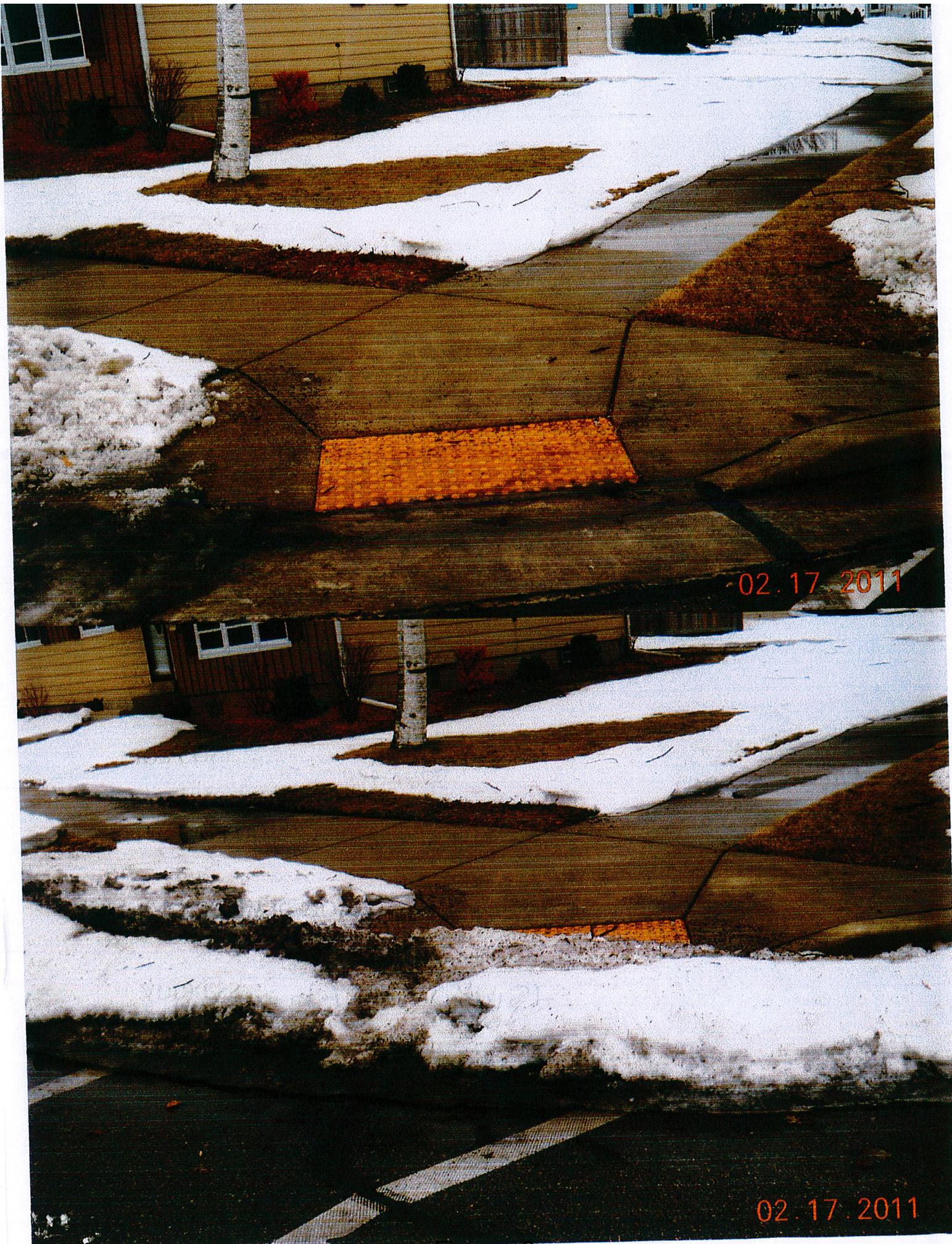
ADDRESS 4738 80th St

DATE SNOW REMOVED 2-17-2011

LINEAR FOOT 12 ft

JOB COST 55<sup>00</sup>

JOB FOREMAN gm



02.17.2011

02.17.2011

Dear Chairman G. John Ruffolo:

Friday, July 01,

I am a home-owner in the whitecaps sub-division. I purchased my home in 2006 and have been proud to reside in this wonderful city since then. The reason I am writing you is to ask for re-consideration of parcel # 03-122-05-300-011 fining me \$254. The city workers arrived on my property in February this year because one half of my sidewalk had been left with snow on it.

I did not receive any warning slip on my door prior to the city workers arrival. To which Alderman Bogdala told me I should have. I spoke with him the same day. Also sir, my snow -blower had broken down in the blizzard on Feb. 1<sup>st</sup>. It was in the repair shop at Ace on 52<sup>nd</sup> street. I have the receipt to prove this. Therefore when the next snow fall hit following that I was without the machine. Alderman Ruffolo, I had also come down with a bad case of bronchitis (I am an asthmatic so it was worsened). I live on a corner lot so the 2 sidewalks are perpendicular to each other. Now my wife was able to get the snow off of the south sidewalk facing the school grounds. The city personnel only plowed the East sidewalk.

Will you please take into consideration the events leading up to this incident. I have always treated my neighborhood with respect and I'm really embarrassed about this situation. I fully understand how important it is to keep the sidewalks clear for the school children at Nash Elementary. My wife has even volunteered and picked up trash from the retention pond area behind our house. I called the city and spoke with a woman to try and resolve this back then but I was told she couldn't find any record of the citation.

HomeOwner

Steven D. Carpenter

9608 67<sup>th</sup> street

Kenosha, WI 53142

Ph: 262-948-8027

Cell:847-293-0413

# Invoice

DATE	INVOICE #
2/14/11	5449

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
3/16/11	110100

DESCRIPTION	AMOUNT
JOB# 10126 9608 67TH ST REMOVED SNOW AND ICE FROM PUBLIC SIDEWALK  03-122-05-300-011	184.00
5% 10 NET 30 OK to PAY <i>U R Madd 2/23/11</i>	Subtotal 184.00 5.5% Tax <b>Total 184.00</b>

JOB NUMBER 10126

DATE ORDERED 2-11-2011

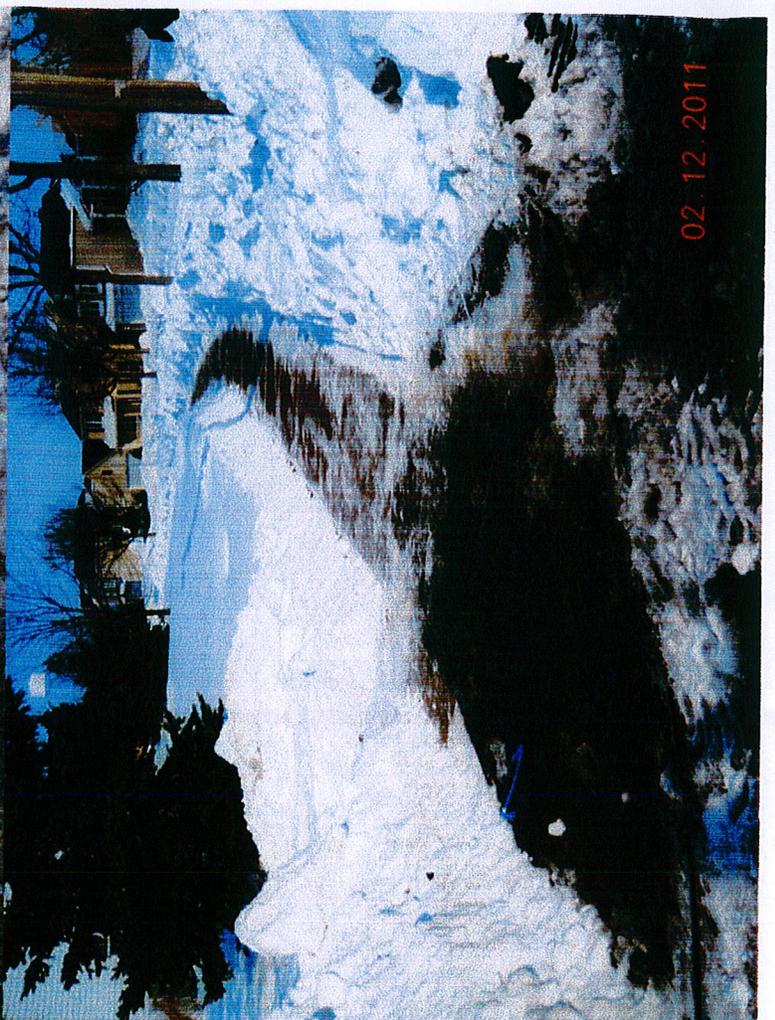
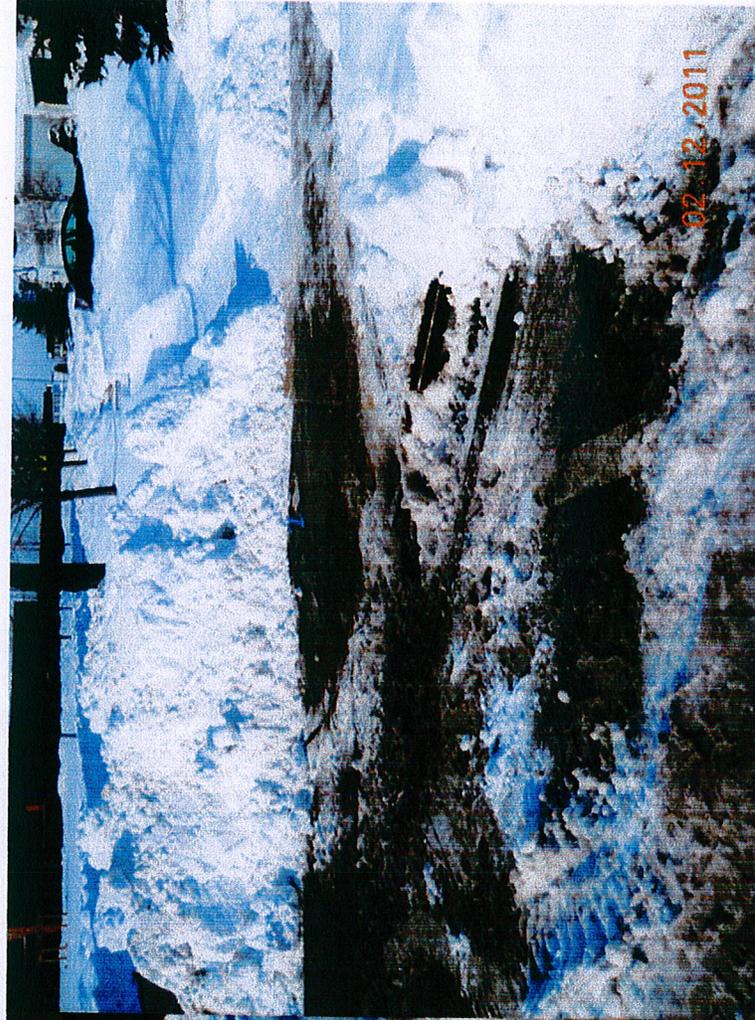
ADDRESS 9608 67<sup>th</sup> St

DATE SNOW REMOVED 2-12-2011

LINEAR FOOT 220

JOB COST 184<sup>00</sup>

JOB FOREMAN JM



Michael K. Higgins  
City Clerk - Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

August 24, 2011

CERTIFIED MAIL

Richard & Kristine Coshun  
7618 6<sup>th</sup> Ave  
Kenosha, WI 53143

Re: Snow Removal Special Assessment 7618-6<sup>th</sup> Ave, Parcel 06-123-07-103-015  
Request to Rescind \$239.00

Dear Mr. & Mrs. Coshun:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Wednesday, September 7, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52<sup>nd</sup> Street.

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm, following the Finance Committee meeting, in Room 200 of the Kenosha Municipal Building.

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org).

Sincerely,

CITY OF KENOSHA

A handwritten signature in black ink, appearing to read "Michael Higgins", is written over the typed name.

Michael Higgins  
City Clerk/Treasurer

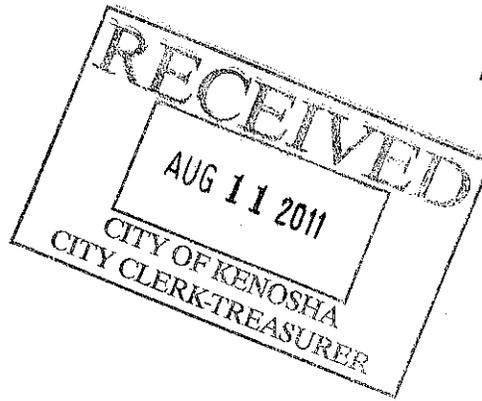
C: City Attorney  
Mike Lemens - Public Works  
Aldersperson Rocco LaMacchia, Sr - 5<sup>th</sup> District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480  
262.653.4020 • Fax 262.653.4023 • email: [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org) • [www.kenosha.org](http://www.kenosha.org)

Finance 9c

September 7, 2011 Page 216

August 9, 2011



Richard and Kristine Coshun  
7618 6<sup>th</sup> Avenue  
Kenosha, WI 53143

Dear Alderpersons and Finance Committee,

We have received a tax notice for snow removal on our property located at 7618 6<sup>th</sup> Avenue tax parcel # 06-123-07-103-015. We are sure that this must be an error. We never leave snow on our sidewalk; in fact, we shovel snow for two of our elderly neighbors. In December of 2010, we did receive a notice in the mail stating that our sump pump discharge hose was putting out water and causing ice to accumulate on the sidewalk. The letter we received stated that we had 24 hours to rectify the situation. When we got home from work that afternoon and opened the mail, my husband went immediately outside, removed the hose, and salted the sidewalk. We thought the problem was taken care of.

We never received a letter stating that we had to remove snow from our property. When I called the Office of Public Works regarding the tax notice, they told me that they had pictures. I requested a copy of the pictures because we had thought that possibly there was a mistake in identity. Our next door neighbors had lost their home to foreclosure and moved out in December. The snow had really piled up in front of their house and we thought that maybe there was a mistake in address. The pictures are indeed of our property; however the only photo that shows snow is in one area of about 5 sidewalk squares. It is clearly a light dusting of snow, which indicates to us that it was caused by blowing and drifting and certainly not something that the city would have to remove! In that same picture, it is clear that the rest of the sidewalk is completely clear. The remaining photos show a clear sidewalk and a clear walkway to our front door. There is one photo of the ice puddle left from the sump pump, which was remedied the same day we received notice.

We are asking that this tax bill be removed from our parcel number. We never received a letter indicating that there was a complaint of snow accumulation because there never was any snow accumulation and are sure that this is an error in addresses. I have included a copy of the photos that were given to us.

Thank you for your time,

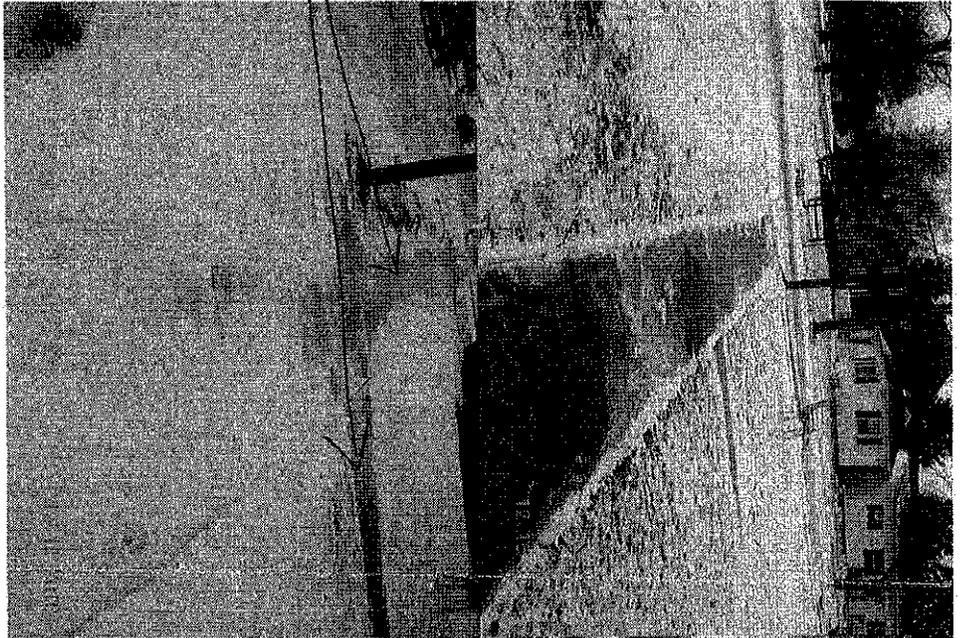
Kristine and Richard Coshun

Two handwritten signatures in black ink. The first signature is "Kristine Coshun" and the second is "Richard Coshun".

Finance 9c

The sidewalk is clear  
which indicates...

light dusting  
from bearings  
small



↖ ↗ ↘

Sump pump

discharge hose -  
icing - taken care  
of some day.



**CITY OF KENOSHA  
 OFFICE OF THE CITY TREASURER  
 625-52ND STREET - ROOM 105  
 KENOSHA WI 53140  
SPECIAL ASSESSMENT BILL**

RICHARD J JR & KRISTINE COSHUN  
 7618 6TH AVE  
 KENOSHA, WI 53143

BILLING DATE: 07/01/11

PARCEL NUMBER  06-123-07-103-015
--

PAYABLE TO CITY TREASURER ON OR BEFORE:

FOR: RESOLUTION: 062-11  
 INST. OF .000 FT. OF SNOW REMOVAL

JULY 31, 2011  
 WITHOUT INTEREST

PROPERTY LOCATED AT:

07618 006 AV

LOT 6 HANSIS ADD PT OF  
 NE 1/4 SEC 7 T 1 R 23  
 DOC#1341987

PAY THIS AMOUNT  239.00
-------------------------------

<u>tax roll</u>	<u>amount</u>	<u>tax roll</u>	<u>amount</u>
2011	247.96	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
<b>TOTAL</b>	<b>247.96</b>		

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.  
 PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.  
 CITY TREASURER-CITY OF KENOSHA

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT  
 THE DEPARTMENT OF PUBLIC WORKS AT 262-653-4050

7009 0080 0002 2323 6022

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent  **RICHARD & KRISTINE COSHUN**

Street or PO **7618 6TH AVE**

City **KENOSHA, WI 53143**

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**RICHARD & KRISTINE COSHUN**  
**7618 6TH AVE**  
**KENOSHA, WI 53143**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  *Richard Coshun*  Agent  Addressee

B. Received by (Printed Name)  C. Date of Delivery **8/26/11**

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7009 0080 0002 2323 6022**



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent

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

## DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, Interim Director

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

August 24, 2011

To: David F. Bogdala, Chairman  
Finance Committee

From: Michael M. Lemens, P.E.  
Interim Director of Public Works/City Engineer

Subject: Appeal of Sidewalk Snow Clearing Assessment for Property at 7618 6<sup>th</sup> Avenue

### BACKGROUND/ANALYSIS

A citizen complaint was received for the property at 7618 6<sup>th</sup> Avenue for icy sidewalk on December 15, 2010. The sidewalk was inspected on December 15, 2010 at 10:30am and it was determined that the sump pump discharge was causing ice to form on the sidewalk. At the time of the inspection, it was also noted that sidewalk not in the vicinity of the sump pump discharge was also icy.

After the inspection, the property was tagged to clear the sidewalk and a sump pump discharge letter was sent to the property owner. The property was reinspected on December 16, 2010 at noon after giving the property owner 24 hours to clear the sidewalk. It was determined that the sidewalk had not been cleared and the sidewalk inspector called the city's contractor to clear the sidewalk. The contractor cleared the sidewalks on December 16, 2010 as shown by the invoice and before and after pictures attached.

MML/kjb

# Invoice

DATE	INVOICE #
12/18/10	5337

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
1/17/11	100126

	DESCRIPTION	AMOUNT
<p style="text-align: center;"><i>9</i></p> <p>JOB# 10038 <del>7618</del> 6TH AVE REMOVED SNOW AND ICE FROM PUBLIC                      SIDEWALK <del>7618</del></p> <p><i>06-123-07-103-015</i></p>		169.00

5%10 NET 30  <i>OK to Pay</i>  <i>W-B.M.H. 12-21-10</i>	Subtotal	169.00
	5.5% Tax	
	<b>Total</b>	<b>169.00</b>

JOB NUMBER 10038

DATE ORDERED 12-16-2010

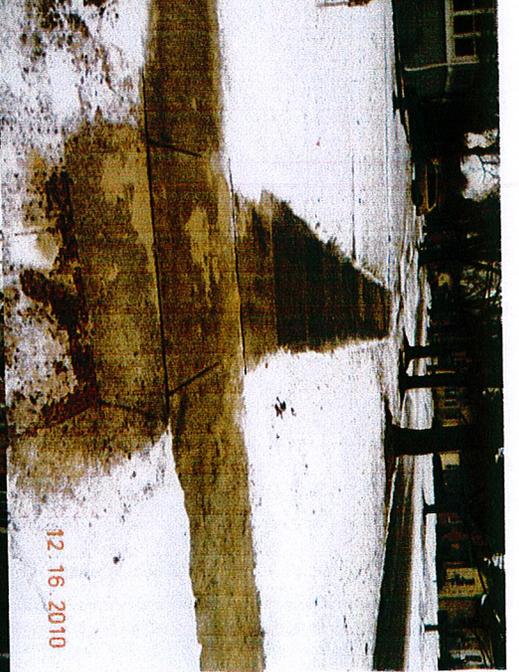
ADDRESS 7618 6<sup>th</sup> ave

DATE SNOW REMOVED 12-16-2010

LINEAR FOOT 178

JOB COST 169<sup>00</sup>

JOB FOREMAN JM



**KEITH G. BOSMAN  
MAYOR**



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

**MEMO**

**TO:** Finance Committee  
**FROM:** Mayor Keith G. Bosman  
**RE:** Reinspection Fees - Department of Neighborhood Services & Inspections  
**DATE:** September 1, 2011

---

City Ordinances provide for the imposition of reinspection fees to compensate for corrective or incomplete work that must be accomplished to meet required codes. Reinspection fees can be imposed by building, property maintenance, erosion control and zoning staff in conjunction with their inspection duties according to the Code of General Ordinances and the Zoning Ordinance.

Reinspection fees which are not paid for within thirty (30) days of mailing of an invoice to the property owner of record are charged and collected as a special assessment against the real estate. An administrative fee of one hundred (\$100.00) dollars is charged, in addition to the reinspection fee, to cover the costs of specially assessing the property.

Per your request, records pertaining to reinspection fees and administrative fees in the Department of Neighborhood Services & Inspections were reviewed for the past three years.

***Reinspection Fees***

A total of fifteen (15) reinspection fees were appealed to the Director of Neighborhood Services & Inspections in accordance with a written policy and form letter providing for such appeals. Twelve (12) appeals were denied and three (3) appeals were granted. Since July 1, 2011, no reinspection fee appeals have been allowed and the prior department policy in this regard has been discontinued. The City Ordinance does provide discretion to the inspection staff to impose reinspection fees based upon good cause involving good faith effort on the part of the property owner to comply.

IT Services can not document whether any specific reinspection fees may have been deleted from the system in the past. Based on conversations with department staff, it has come to my attention that some reinspection fees have been rescinded by inspection staff and deleted in the system. However, IT Services has modified the system so that no employee can delete any reinspection fee once it has been posted. Furthermore, only the Common Council has the authority to rescind a reinspection fee based on a requested appeal once recorded by inspection staff.

***Administrative Fees***

No administrative fees were ever rescinded once imposed as a result of specially assessing the property based upon failure to pay the reinspection fee within the specified time period.

c: Jeff Labahn, Director of City Development  
Ed Antaramian, City Attorney  
Frank Pacetti, City Administrator

KGB: pml