

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Wednesday, September 9, 2009
5:30 P.M.

(Please note change in date and new time of meeting)

Chairman: Eric J. Haugaard

Vice Chair: Katherine Marks

2nd Vice Chair: David Bogdala

Alderman: Daniel L. Prozanski, Jr.

Alderman: Tod Ohnstad

Alderman: Anthony Kennedy

Call to Order

Roll Call

Approval of the minutes of the regular meeting held August 17, 2009.

1. Resolution By Finance Committee - To Correct Resolution #71-09 for Sidewalks and Driveway Approaches Project #08-1012 Resurfacing Phase I (Parcel #01-122-01-253-011 billed \$164.63, Parcel #01-122-01-232-006 incorrectly billed \$676.00, should have been \$456.50). (PW-Ayes 5: Noes 0)
2. Resolution By Finance Committee - To Correct Resolution #72-09 for Sidewalks and Driveway Approaches Project #08-1208 Sidewalk & Curb/Gutter Program (Parcel #04-122-13-277-014 in the amount of \$125.61 levied in error). (PW-Ayes 5: Noes 0)
3. Resolution By Finance Committee – To Levy Special Assessments Upon Various Parcels of Property Located Within the City of Kenosha for Trash & Debris Removal in the Total Amount of \$4,293.78 Per List on File in the Office of the City Clerk.
4. Resolution By the Mayor – To Approve the Revised City of Kenosha (*Wisconsin*) Bond Schedule for Municipal Court. (PSW-Ayes 4: Noes 0)
5. Request from City Attorney to Approve Settlement of Litigation
 - a. Walgreen Company
 - b. Gander Mountain Company(Deferred from meeting of August 17, 2009) *CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36(1) and 19.85(1)(g), the Finance Committee may go into closed session for a period of time regarding this item and may or may not reconvene into open session for purposes of holding a hearing and making a final determination.*
6. Victor R. Zelada Jr. vs City of Kenosha. (Deferred from meeting of August 17, 2009) *CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36(1) and 19.85(1)(g), the Finance Committee may go into closed session for a period of time regarding this item and may or may not reconvene into open session for purposes of holding a hearing and making a final determination.*
7. Request for Approval of Funds to Complete the Roosevelt Theater Raze Project.
8. 2009 CDBG Subgrantee Agreements:
 - a) Boys & Girls Club of Kenosha
 - b) Bridges Community Center
 - c) Carpenter's Home Improvement, Inc.
 - d) ELCA Urban Outreach Center
 - e) Kemper Center, Inc.
 - f) Kenosha Achievement Center, Inc.
 - g) Kenosha Area Family & Aging Service
 - h) Kenosha Community Health Center
 - i) Kenosha County UW-Extension
 - j) Kenosha Human Development Services
 - k) Kenosha Literacy Council, Inc.

- l) Kenosha YMCA
 - m) Legal Action of Wisconsin, Inc.
 - n) MargaretAnn's Place
 - o) New Song Ministries, Inc.
 - p) The Potter's Center
 - q) Shalom Center
 - r) Spanish Center
 - s) Urban League of Racine and Kenosha, Inc. (*Tax Smart*)
 - t) Urban League of Racine and Kenosha, Inc. (*Facility*)
 - u) Walkin' In My Shoes, Inc.
 - v) Women & Children's Horizons
- (Referred back to Finance Committee at Common Council Meeting of August 17, 2009)

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

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

website: www.kenosha.org

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

Finance Committee - Minutes of Meeting Held August 17, 2009*

A meeting of the Finance Committee held on August 17, 2009 in Room 204 at the Kenosha Municipal Building was called to order at 6:00 pm by Chairman Haugaard.

At roll call, the following members were present: Aldermen Marks, Kennedy, Prozanski, Ohnstad and Bogdala. Staff present: Frank Pacetti, City Administrator; Edward Antaramian, City Attorney; Bill Richardson, Assistant City Attorney; Jeff Labahn, Director of City Development; Donna Cook, Housing Authority Executive Director; Nick Shamsipour, Risk Manager; John Morrissey, Chief of Police; Mark McCarthy, Housing Development Specialist; James Schultz, Director of Neighborhood Services and Inspections; and Tony Geliche, Community Development Specialist.

It was moved by Alderman Ohnstad, seconded by Alderman Kennedy, to approve the minutes of the regular meeting held August 3, 2009. Motion carried unanimously.

1. Proposed Ordinance By Alderperson Ray Misner - To Repeal and Recreate Section 1.01 Entitled "Common Council". (PW-Ayes 4: Noes 1 & PSW-Ayes 3: Noes 0 -to approve with amendment to remove "continuous" from B.d., and add B.e. "Any alderman may be excused by the Common Council President from performing required duties"; LP-Ayes 3: Noes 1-to approve as amended by PW & PSW, with an amendment to B.e. To add "as it pertains to B.d.) PUBLIC HEARING: No one spoke. **It was moved by Alderman Bogdala, seconded by Alderman Kennedy, to approve with an amendment to include the blue changes to the red-line copy on file in the office of the City Clerk. Motion carried unanimously.**
2. Proposed Resolutions By Committee on Finance - To Specially Assess Certain Parcels of Property per List on File in the Office of the City Clerk:
 - a. Boarding and Securing - \$1,599.81
 - b. Trash and Debris Removal - \$855.00
 - c. Reinspection Fees - \$1,570.00
 - d. Grass and Weed Cutting - \$18,451.60PUBLIC HEARING: No one spoke. **It was moved by Alderman Marks, seconded by Alderman Kennedy, to approve. Motion carried unanimously.**
3. Proposed Resolution By the Finance Committee - To Amend Pending Consolidated Plan(s) - Annual plan(s) - Home Program. (Referred back to Committee from meeting of August 3, 2009) PUBLIC HEARING: Mark McCarthy, Housing Development Specialist; Donna Cook, Executive Director of Kenosha Housing Authority; and Joyce Pavlina of CUSH (Congregations United to Serve Humanity) spoke. **It was moved by Alderman Marks, seconded by Alderman Kennedy, to approve Resolution A. Motion failed (ayes:2; noes:4) with Aldermen Marks and Kennedy voting aye. It was moved by Alderman Bogdala, seconded by Alderman Ohnstad, to approve Resolution B. Motion carried (ayes:4; noes:2) with Aldermen Marks and Kennedy voting nay.**
4. Proposed Resolution By the Mayor - To Reauthorize the City of Kenosha to Self-Insure its Worker's Compensation Program. PUBLIC HEARING: No one spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Kennedy, to approve. Motion carried unanimously.**
5. Proposed Resolution By the Mayor - To Authorize the Submittal of State Grant Applications by the City of Kenosha and the Subsequent Appropriation of City of Kenosha for Wisconsin Ready for Reuse Loans and Grants Program. PUBLIC HEARING: No one spoke. **It was moved by Alderman Marks, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
6. Approve Agreement Respecting the Employment of School Resource Officers between the City of Kenosha and Kenosha Unified School District for School Years 2009-2010, 2010-2011, and 2011-2012. (PSW-Ayes 4: Noes 0) PUBLIC HEARING: No one spoke. **It was moved by Alderman Bogdala, seconded by Alderman Kennedy, to approve. Motion carried unanimously.**
7. 2009 CDBG Subgrantee Agreements.
 - a) Boys & Girls Club of Kenosha
 - b) Bridges Community Center
 - c) Carpenter's Home Improvement, Inc.
 - d) ELCA Urban Outreach Center
 - e) Kemper Center, Inc.
 - f) Kenosha Achievement Center, Inc.
 - g) Kenosha Area Family & Aging Service

- h) Kenosha Community Health Center
- l) Kenosha County UW-Extension
- j) Kenosha Human Development Services
- k) Kenosha Literacy Council, Inc.
- l) Kenosha YMCA
- m) Legal Action of Wisconsin, Inc.
- n) MargaretAnn's Place
- o) New Song Ministries, Inc.
- p) The Potter's Center
- q) Shalom Center
- r) Spanish Center
- s) Urban League of Racine and Kenosha, Inc. (Tax Smart)
- t) Urban League of Racine and Kenosha, Inc. (Facility)
- u) Walkin' In My Shoes, Inc.
- v) Women & Children's Horizons

PUBLIC HEARING: Tony Geliche, Community Development Specialist, spoke. It was moved by Alderman Marks, seconded by Alderman Ohnstad, to amend item F.: "start date 9/1/09-end date 8/31/10". Motion carried unanimously. It was moved by Alderman Bogdala, seconded by Alderman Prozanski, to defer for two weeks. Motion failed (ayes:1; noes:5) with Alderman Bogdala voting aye. It was then moved by Alderman Marks, seconded by Alderman Ohnstad, to approve as amended. Motion carried (ayes:5; noes:1) with Alderman Bogdala voting nay.

8. KABA 2nd Quarter Loan Report. PUBLIC HEARING: No one spoke. **It was moved by Alderman Marks, seconded by Alderman Ohnstad, to receive and file. Motion carried unanimously.**
9. Request from City Attorney to Approve Settlement of Litigation:
 - a. Walgreen Company
 - b. Gander Mountain Company

CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36(1) and 19.85(1)(g), the Finance Committee may go into closed session for a period of time regarding this item and may or may not reconvene into open session for purposes of holding a hearing and making a final determination. **It was moved by Alderman Bogdala, seconded by Alderman Kennedy, to defer. Motion carried unanimously.**
10. Victor R. Zelada Jr. vs City of Kenosha.

CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36(1) and 19.85(1)(g), the Finance Committee may go into closed session for a period of time regarding this item and may or may not reconvene into open session for purposes of holding a hearing and making a final determination. **It was moved by Alderman Bogdala, seconded by Alderman Kennedy, to defer. Motion carried unanimously.**
11. Approve Sale of Land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl (15th District). (Park Commission-Ayes 4: Noes 0; CP-Ayes 9: Noes 0) PUBLIC HEARING: Michael Orth, 15th District Alderman and Jeff Labahn, Director of City Development, spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Kennedy, to approve. Motion carried unanimously.**
12. Disbursement Record #14 - \$22,034,362.50. PUBLIC HEARING: No one spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Kennedy, to approve. Motion carried unanimously.**
13. Election of Finance Committee:
 - a. Vice-Chair
 - b. 2nd Vice Chair PUBLIC HEARING: No one spoke. **It was moved by Alderman Kennedy, seconded by Alderman Ohnstad, to elect Alderman Marks as the Vice Chair and Alderman Bogdala as the 2nd Vice Chair. Motion carried unanimously.**

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:15 pm.

***NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for September 9, 2009.**

C-2

Project #08-1012 *Fin #1*



Item # H.1.
City of Kenosha
Common Council Agenda
9/9/09

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #71-09
FOR SIDEWALKS AND DRIVEWAY APPROACHES**

PROJECT #08-1012 RESURFACING PHASE I

WHEREAS, Resolution #71-09 for Project #08-1012 (39th Avenue - 67th Street to 60th Street) in the amount of \$14,973.01 was passed by the Kenosha Common Council on June 15, 2009,

WHEREAS, it has been determined that a special assessment against Parcel #01-122-01-253-011 in the amount of \$164.63 for sidewalk repair was levied in error,

WHEREAS, it has been determined that Parcel #01-122-01-232-006 was incorrectly billed in the amount of \$676.00, and should have been billed in the amount of \$456.50.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$14,973.01 to \$14,588.88.

Passed this 9th day of September, 2009.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, Deputy City Clerk

C-2

Project #08-1208 *Fin #2*



Item # H.2.
City of Kenosha
Common Council Agenda
9/9/09

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #72-09
FOR SIDEWALKS AND DRIVEWAY APPROACHES**

PROJECT #08-1208 SIDEWALK & CURB/GUTTER PROGRAM

WHEREAS, Resolution #72-09 for Project #08-1208 (67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations) in the amount of \$40,892.22 was passed by the Kenosha Common Council on June 15, 2009,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-13-277-014 in the amount of \$125.61 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$40,892.22 to \$40,766.61.

Passed this 9th day of September, 2009.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, Deputy City Clerk

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE



Item # H.3. *FIN#3*
City of Kenosha
Common Council Agenda
9/9/09

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, 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 a report from the Health Department dated August 31, 2009, for the City of Kenosha, a report 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, special assessments in the total amount of Four Thousand Two Hundred Ninety-three Dollars and Seventy-eight Cents (\$4,293.78) 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 _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

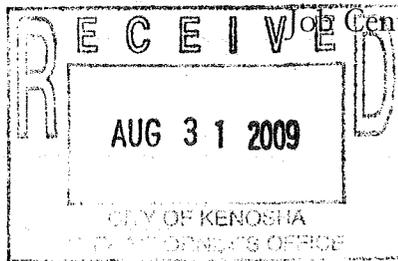
Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

Division of Health
Center / Human Services Building
8600 Sheridan Rd., Suite 600
Kenosha, WI 53143-6515
Phone: (262) 605-6700
Fax: (262) 605-6715



DATE: August 31, 2009

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.)	6124 59th Av	PARCEL #	03-122-03-104-020
	<u>OWNER OF RECORD:</u> Juan Carlos & Perla Wong 6124 59th Av Kenosha WI 53142	<u>ASSESSMENT:</u>	
	Cleanup Date: 06/09/09	Administrative Fee	75.00
		Clean up	250.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	325.00
2.)	1510 57th St	PARCEL #	12-223-31-381-010
	<u>OWNER OF RECORD:</u> Universal Mortgage Corp C/O best Assets Inc 501 Marquette Av STE 1200 Minneapolis MN 55402	<u>ASSESSMENT:</u>	
	Cleanup Date: 05/29/09	Administrative Fee	75.00
		Clean up	125.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	200.00
3.)	5919 18th Av	PARCEL #	12-223-31-384-041
	<u>OWNER OF RECORD:</u> Karen Kotiw 5919 18th Av Kenosha WI 53140	<u>ASSESSMENT:</u>	
	Cleanup Date: 06/24/09	Administrative Fee	75.00
		Clean up	80.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	155.00
4.)	5104 25th Av	PARCEL #	09-222-36-180-002
	<u>OWNER OF RECORD:</u> Lutasha & Keith Tolliver 2110 Hermon Av Zion IL 60099	<u>ASSESSMENT:</u>	
	Cleanup Date: 06/24/09	Administrative Fee	75.00
		Clean up	150.00
		Certified Mail	5.54
		Newspaper Posting	
		TOTAL:	230.54

5.)	4900 7th Av	PARCEL #	12-223-31-151-001
	<u>OWNER OF RECORD:</u> Apostolic Assembly of Faith c/o Maria Godina, Treasurer 1642 17th Av Kenosha WI 53140 Cleanup Date: 07/08/09	<u>ASSESSMENT:</u> Administrative Fee 75.00 Clean up 75.00 Certified Mail 5.54 Newspaper Posting TOTAL: <u>155.54</u>	
6.)	4608 24th Av	PARCEL #	09-222-36-106-015
	<u>OWNER OF RECORD:</u> Jose Renedo 4608 24th Av Kenosha WI 53140 Cleanup Date: 07/10/09	<u>ASSESSMENT:</u> Administrative Fee 75.00 Clean up 155.00 Certified Mail 5.54 Newspaper Posting TOTAL: <u>235.54</u>	
7.)	6820 55th Av	PARCEL #	02-122-02-328-014
	<u>OWNER OF RECORD:</u> James & Terri Morris 6820 55th Av Kenosha WI 53142 Cleanup Date: 07/15/09	<u>ASSESSMENT:</u> Administrative Fee 75.00 Clean up 75.00 Certified Mail Newspaper Posting TOTAL: <u>150.00</u>	
8.)	5711 18th Av	PARCEL #	12-223-31-383-010
	<u>OWNER OF RECORD:</u> Stephen Lagasse 3512 Woodland LN Long Grove IL 60047 Cleanup Date: 07/20/09	<u>ASSESSMENT:</u> Administrative Fee 75.00 Clean up 75.00 Certified Mail Newspaper Posting TOTAL: <u>150.00</u>	
9.)	6518 90th Ct	PARCEL #	03-122-05-138-077
	<u>OWNER OF RECORD:</u> Phillip & Miriela Giovanni 6518 90th Ct Kenosha WI 53142 Cleanup Date: 07/26/09	<u>ASSESSMENT:</u> Administrative Fee 75.00 Clean up 125.00 Certified Mail 5.54 Newspaper Posting TOTAL: <u>205.54</u>	
10.)	7727 37th Av	PARCEL #	04-122-12-236-006
	<u>OWNER OF RECORD:</u> Andres Cervantes 7727 37th Av Kenosha WI 53142 Cleanup Date: 08/06/09	<u>ASSESSMENT:</u> Administrative Fee 75.00 Clean up 100.00 Certified Mail Newspaper Posting TOTAL: <u>175.00</u>	

11.)	6104 30th Av	PARCEL #	01-122-01-231-017
<u>OWNER OF RECORD:</u>		<u>ASSESSMENT:</u>	
Debra Smith		Administrative Fee	75.00
7621 50th Av		Clean up	85.00
Kenosha WI 53142		Certified Mail	
Cleanup Date: 07/28/09		Newspaper Posting	
		TOTAL:	160.00
12.)	2016 61st St	PARCEL #	05-123-06-228-021
<u>OWNER OF RECORD:</u>		<u>ASSESSMENT:</u>	
Don M Angotti		Administrative Fee	75.00
P O Box 275		Clean up	85.00
Kenosha WI 53141		Certified Mail	
Cleanup Date: 07/28/09		Newspaper Posting	
		TOTAL:	160.00
13.)	1516 69th St	PARCEL #	05-123-06-307-008
<u>OWNER OF RECORD:</u>		<u>ASSESSMENT:</u>	
Jason Scofield		Administrative Fee	75.00
1516 69th St		Clean up	350.00
Kenosha WI 53143		Certified Mail	5.54
Cleanup Date: 07/20/09		Newspaper Posting	
		TOTAL:	430.54
14.)	6119 39th Av	PARCEL #	01-122-01-232-008
<u>OWNER OF RECORD:</u>		<u>ASSESSMENT:</u>	
Tanya Schneeberger		Administrative Fee	75.00
6119 39th Av		Clean up	100.00
Kenosha WI 53142		Certified Mail	
Cleanup Date: 08/10/09		Newspaper Posting	
		TOTAL:	175.00
15.)	1706 59th St	PARCEL #	12-223-31-383-014
<u>OWNER OF RECORD:</u>		<u>ASSESSMENT:</u>	
Eric Daniels		Administrative Fee	75.00
Christina Melendez		Clean up	100.00
P O Box 37		Certified Mail	
Kenosha WI 53141		Newspaper Posting	
Cleanup Date: 08/14/09		TOTAL:	175.00
16.)	1520 87th St	PARCEL #	06-123-18-203-017
<u>OWNER OF RECORD:</u>		<u>ASSESSMENT:</u>	
Steven Johnson		Administrative Fee	75.00
Naomi Trocinski		Clean up	100.00
10717 Sam Reynolds Rd		Certified Mail	11.08
Justin, TX 76247		Newspaper Posting	
Cleanup Date: 08/17/09		TOTAL:	186.08

17.) **4114 28th Av** PARCEL # 07-222-25-451-022

OWNER OF RECORD:
 4114 28th Land Trust
 515 Karey Ct
 Wilmette IL 60091

Cleanup Date: 08/21/09

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 275.00
 Certified Mail
 Newspaper Posting
TOTAL: 350.00

18.) **7510 12th Av** PARCEL # 06-123-07-130-016

OWNER OF RECORD:
 William Nightingale
 7510 12th Av
 Kenosha WI 53143

Cleanup Date: 08/24/09

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 100.00
 Certified Mail
 Newspaper Posting
TOTAL: 175.00

19.) **6426 54th Av** PARCEL # 02-122-02-254-007

OWNER OF RECORD:
 JTL Holdings LLC
 4816 Green Bay Rd
 Kenosha WI 53143

Cleanup Date: 08/26/09

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 275.00
 Certified Mail
 Newspaper Posting
TOTAL: 350.00

20.) **5530 23rd Av** PARCEL # 09-222-36-477-012

OWNER OF RECORD:
 Troy & Heidi Jensen
 c/o Jensini Properties
 PO Box 580556
 Pleasant Prairie WI 53158

Cleanup Date: 08/25/09

ASSESSMENT:
 Administrative Fee 75.00
 Clean up 75.00
 Certified Mail
 Newspaper Posting
TOTAL: 150.00

CHARTER 26 TOTAL	\$ 4,293.78
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Fin #4

RESOLUTION NO. _____

BY: THE MAYOR



Item # H.5.
City of Kenosha
Common Council Agenda
9/9/09

**TO APPROVE THE REVISED CITY OF KENOSHA,
WISCONSIN, BOND SCHEDULE FOR MUNICIPAL COURT**

WHEREAS, the City of Kenosha, Wisconsin, pursuant to authority of Wisconsin Statutes Section 755, established a Municipal Court to adjudicate alleged violations of City Ordinances, including statutory traffic forfeitures adopted by City Ordinances; and,

WHEREAS, in order to utilize Uniform Municipal Citations for purposes of facilitating notification of violations to alleged violators, pursuant to Wisconsin Statutes Section 778.25, and others, a deposit schedule must periodically be established for violations; and,

WHEREAS, said deposit schedule by law, in addition to a base forfeiture for each violation, must include various fees, surcharges, and costs (e.g., penalty assessment of twenty-six (26%) percent pursuant to Section 165.87, jail assessment of Ten (\$10.00) Dollars pursuant to Section 302.46(1), a crime lab fee of Eight (\$8.00) Dollars, and locally-imposed court costs of a maximum of Twenty-eight (\$28.00) Dollars pursuant to Wisconsin Statutes Section 814.65(1) and established at the maximum amount by Section 1.055 12(a)(2) of the Code of General Ordinances for the City of Kenosha); and,

WHEREAS, the State of Wisconsin Judicial Conference promulgates a Revised Uniform State Traffic Deposit Schedule and Alcohol Beverages, Harassment, Safety, Tobacco, UW Rule, and Drug Paraphernalia and Rental Unit Energy Efficiency Violations Deposit Schedule and Uniform Misdemeanor Bail Schedule and Trespass to Land Deposit Schedule (collectively "Judicial Council Deposit Schedules"); and,

WHEREAS, the Judicial Council Deposit Schedules address matters of Statewide concern, but do not include ordinances that are unique to each municipality; and,

WHEREAS, the City has maintained a City of Kenosha, Wisconsin, Bond

Schedule ("City Deposit Schedule") for over twenty (20) years, subject to periodic revisions; and,

WHEREAS, a revision is necessary due to increased fees, surcharges, and costs (e.g., crime lab fee has gone from \$7.00 to \$8.00, and the City's court costs have gone from \$23.00 to \$28.00), and a revision is necessary due to restructuring of the Code of General Ordinances (e.g., recreation of Chapter 3, creation of text messaging while driving); and,

WHEREAS, pursuant to Paragraph 1.055 7.b. of the Code of General Ordinances, the attached "City of Kenosha, Wisconsin, Bond Schedule for Municipal Court" was prepared by the Office of the City Attorney to include base forfeitures and all applicable assessments, fees, and costs; and further, said City Deposit Schedule has been approved by the Municipal Court as evidenced by the Municipal Judge's signature thereon.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the "City of Kenosha, Wisconsin, Bond Schedule for Municipal Court" is hereby approved.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

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



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
ASSISTANT CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

August 21, 2009

Honorable Mayor
and Common Council,
City of Kenosha,
Kenosha, Wisconsin 53140

Re: **Bond Schedule**

Dear Mayor Bosman and Members of the Common Council:

On your Agenda is a Bond Schedule for your approval. It is an update of the previous version. This version includes the increases to the State imposed surcharges that took affect July 1, 2009.

Bond schedules such as this are required in order for the City to issue citations for violation. Last year, the Kenosha Police Department and the Department of Neighborhood Services and Inspections together issued 15,614 citations, of which 4,300 were non-traffic, Ordinance violations.

Use of a Bond Schedule provides consistency from person to person in any given year, and consistency of disposition from year to year. Moreover, the individual deposit amounts fit within an integrated framework.

Your approval of the document is requested.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Edward R. Antaramian'. The signature is written in a cursive style with a long horizontal stroke at the end.

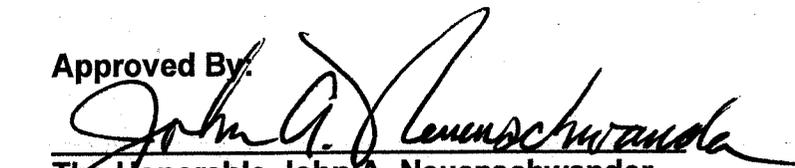
EDWARD R. ANTARAMIAN,
City Attorney

ERA:ri

cc: Frank J. Pacetti, City Administrator
Honorable John A. Neuenschwander, Municipal Court Judge
John Morrissey, Chief of Police
Matthew A. Knight, Assistant City Attorney
William K. Richardson, Assistant City Attorney
Susan Gibson, Municipal Court Clerk

CITY OF KENOSHA, WISCONSIN
BOND SCHEDULE
FOR MUNICIPAL COURT

Approved By:


The Honorable John A. Neuenschwander
Municipal Court,
City of Kenosha, Wisconsin

Dated: August 21, 2009

Approved By Common Council Resolution
No. _____-09 dated _____, 2009.

ALL NON-TRAFFIC JUVENILE OFFENSES [16 Years and Under]..... \$126.60

Excluding Violations of :

- **Section 11.135 (Cigarettes and Tobacco Products By A Minor);**
- **Violations of Section 10.01 Adopting Chapter 125, Wisconsin Statutes;**
- **Violations of Section 11.05 (Curfew); and,**
- **Section 11.032 (Truancy)**

CHAPTER I – CITY GOVERNMENT

◆	1.055 6. b.	CONTEMPT OF COURT.....[Court Use Only]....[0-50].....	\$114.00
	1.14 J.	Obstruct, Hinder or Delay Emergency Government..[100-200].....	\$240.00
	1.22 B.	Untrue, Incorrect or Incomplete License/Permit Application. [0-500]....	\$114.00

CHAPTER II – FINANCE

	2.16 J.	Hotel-Motel Room Tax [50-200].....	\$177.00
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CHAPTER III – FIRE PREVENTION AND FIREWORKS

3.07 B.		Failure To Permit Entry For Inspection.....	\$177.00
3.13 C.		Failure To Obtain Permit.....	\$177.00
3.15		Fire Drill/Drill Reports.....	\$101.40
3.16 A.		Fire Extinguishing Equipment [Sell/Service w/o Bond Posted].....	\$177.00
3.17		False Fire Alarm/Meddling With System	
	◆	First Offense [100-500].....	\$366.00
	◆	Second Offense [100-1000].....	\$681.00
3.19 B.		Open Burning.....	\$177.00
3.19 D.		Unattended Candle as Open-Flame Fixture.....	\$114.00
3.20		Improper Storage of Smoking Materials/Failure To Regularly Clean Cooking Equipment.....	\$240.00
3.21		Storage of Combustible Materials	
3.21 A.		Oily Rags.....	\$177.00
3.21 B.		Oil Drip Pans and Cups.....	\$177.00
3.21 C.		Oil-Bearing Machines.....	\$177.00
3.21 D.		Oily Clothing.....	\$177.00
3.21 E.		Oil on Combustible Floors.....	\$177.00
3.21 F.		Combustible Waste Material Accumulation.....	\$177.00
3.22		Explosives	
	◆	First Offense..[100-1000].....	\$366.00
	◆	Second Offense [100-1000].....	\$807.00
3.23		Automatic Sprinkler Systems [100-1000].....	\$303.00

3.25 B.	Fire Alarm Maintenance.....	\$303.00
3.27	Failure To Have Exit Signs in Proximity of Floor.....	\$114.00
3.30 C.1.&3.	Keybox System – Failure To Have Proper Contents.....	\$366.00
3.30 C.4.	Failure To Timely Respond to Keybox Alarm.....	\$114.00
3.34	Failure To Comply With Orders.....	\$177.00
	◆ 2nd Offense Within One Year.....	\$303.00
◆	All Other Sections.....[100-1000].....	\$240.00

CHAPTER IV – HEALTH

4.03	Mobile Homes and Parks.....	\$177.00
4.05 E.	Smoking in Restaurants/Grocery Stores	
	◆ 1st Offense [50-500].....	\$114.00
	◆ 2nd Offense [100-1000].....	\$177.00
4.05 G.	Duties of Proprietors	
	◆ 1st Offense [50-500].....	\$114.00
	◆ 2nd Offense [100-1000].....	\$177.00
◆	All Other Sections.....[25-500].....	\$114.00

CHAPTER V – PUBLIC WORKS AND SERVICES

5.03 B.1. -5.	Hookup or Tamper With Sewers..[0-100].....	\$681.00
5.04	Street Obstructions/Street Parties.....	\$114.00
	Post Notice on Poles.....	\$ 88.80
5.05	Sidewalk & Driveway Approaches..[0-1000].....	\$366.00
5.06 D.	Garbage Out Before 5:00 P.M.....[50-100].....	\$114.00
5.06 H.	Bulky Solid & Recyclable Waste Collection.[50-100].....	\$114.00
5.06 I.	Recyclable Material Taken From Parkway..[50-100].....	\$114.00
5.06 J.	Household Hazardous Waste..[50-100].....	\$240.00
5.08	Parking Facilities.....	\$214.80
5.10	Minimum Wage Scale..[0-500].....	\$366.00
5.11 E.1.-3.	Sidewalk/Alleys To Be Kept Clean....[20].....	\$76.20
	◆ 2d & 3rd Violations Within 12 Months...[40].....	\$101.40
	◆ 4th & Subsequent Violations Within Calendar Year [60].....	\$126.60
5.119 N.	Owners/Agents Responsibilities-Multiple Family Dwellings.[10-1000]..	\$240.00
5.119 O.	Owners/Agents Responsibilities-NonResidential Property...[10-1000].	\$240.00
5.119 P.	Prohibition on Disposal of Recyclable Materials	
	Separated For Recycling – 1st Violation..[0-50].....	\$114.00
	◆ 2d Violation..[0-200].....	\$303.00
	◆ 3rd Violation..[0-2000].....	\$2,571.00
◆	All Other Subsections of Section 5.119..[10-1000].....	\$177.00
◆	All Other Sections...[10-1000].....	\$214.80

CHAPTER VI – PARKS

6.02 A.8.	Operating MV/Bicycle on Lawn.....	\$151.80
6.02 A.9.	Parking MV/Bicycle on Lawn.....	\$151.80
6.02 A.15.	No Trespassing in Posted Areas.....	\$114.00
6.02 A.18.	Alcoholic Beverage/Beer in Park.....	\$114.00
6.02 A.19.	In Park After Hours.....	\$114.00
6.05	Failure To Procure Park Permit.....	\$177.00
6.08	Dumping Ice/Snow on City Property.....	\$366.00
◆	All Other Sections.....[0-500].....	\$114.00

CHAPTER VII – TRAFFIC REGULATIONS

➤ 7.01	SEE UNIFORM STATE TRAFFIC SCHEDULE Adopted By The Wisconsin Judicial Conference	
7.129	Parking Prohibitions – Residential Areas.....	\$114.00
7.13 A.	Unnecessary Sounding of Horn.....	\$ 82.50
7.13 B.	Trick Riding [Motorcycle].....	\$240.00
7.13 B.	Trick Riding [Bicycle].....	\$ 76.20

PARKING REGULATIONS

1.	Restricted Parking (Specific Time Limits) [Section 7.05].....	\$20-\$35-\$50
2.	Parking Outside of Designated Areas.....	\$20-\$35-\$50
3.	Under Elevated Tracks [Section 7.04 1.a.].....	\$20-\$35-\$50
4.	Center Line of Railroad [Section 7.04 1.b.].....	\$20-\$35-\$50
5.	Church, Hospital, School or Theater [Section 7.04 1.c.].....	\$20-\$35-\$50
6.	Rural Mailbox [Section 7.04 1.d.].....	\$20-\$35-\$50
7.	Public Alleys [Section 7.04 1.e.].....	\$20-\$35-\$50
8.	Sidewalk [Section 7.04].....	\$20-\$35-\$50
9.	Between Sidewalk and Curb [Section 7.04 1.g.].....	\$20-\$35-\$50
10.	Loading Zone [Section 7.11].....	\$20-\$35-\$50
11.	Crosswalk.....	\$20-\$35-\$50
12.	Posted Property.....	\$20-\$35-\$50
13.	12 Inches From Curb.....	\$20-\$35-\$50
14.	Wrong Side of Street.....	\$20-\$35-\$50
15.	24 Continuous Hours [Section 7.04 3.].....	\$20-\$35-\$50
16.	Angle Parking.....	\$20-\$35-\$50
17.	All Other Parking Violations....[Including 7.129].....	\$20-\$35-\$50
18.	Alternate Street Parking [Section 7.06].....	\$25-\$45-\$60
19.	Driveway.....	\$25-\$45-\$60
20.	Within Intersection.....	\$25-\$45-\$60
21.	Double Parking.....	\$25-\$45-\$60
22.	Vehicle Over 11,500 lbs [Section 7.04 4.].....	\$55-\$80-\$105
23.	Other Posted or Signed Areas.....	\$25-\$45-\$60
24.	Fire Hydrant.....	\$25-\$45-\$60
25.	Fire Station.....	\$25-\$45-\$60
26.	Handicapped Parking.....	\$80-\$105-\$130
27.	Snow Emergency.....[Section 7.13 F.].....	\$30-\$55-\$70

28.	Parking Meter (Expired) [Section 7.07].....	\$6-\$11-\$15
7.126	Nuisance Motor Vehicles.....	\$177.00
7.13 G.	Place Snow on Street.....	\$76.20
7.13 L.	Moped or Motorcycle on Private Property.....	\$82.50
7.14	Bicycle Regulations.....	\$82.50
7.145	Operate Bicycle Without Owner's Consent.....	\$177.00
7.15	Keys in Ignition.....	\$76.20
7.16	Restrict Heavy Vehicular Traffic.....	\$88.80
7.19 A.	Pedestrian Violations.....	\$63.60
7.19 B.	Failure To Yield To Pedestrians [See §346.23 & 346.24, Wis. Stats., as Adopted by Section 7.01, Code of Gen. Ords.].....	\$88.80
7.19 C.	Person Working On Road [Charge as Section 7.01, Code of Gen. Ordinances, Adopting §346.27, Wis. Stats.].....	\$145.50
7.19 D.	Blind Pedestrians on Roadway [Charge As Section 7.01, Code of Gen. Ordinances, Adopting §346.26(1) or (3)].....	\$177.00
7.20	Text Messaging While Driving....[0-150].....	\$145.50
	Accident While Text Messaging....[0-500].....	\$366.00
◆	All Other Sections.....[1-200].....	\$177.00

CHAPTER IX – BUILDING CODE

9.06	Failure To Obtain or Display Permits.....	\$177.00
9.08	Failure to Request Required Inspections.....	\$177.00
9.14	Failure to Obtain Street Occupancy Permit.....	\$366.00
9.16	Failure to Obtain Permit to Move Building.....	\$240.00
9.17	Failure to Obtain Raze Permit.....	\$139.20
9.18	Failure To Obtain Pool/Hot Tub Permit.....	\$366.00
9.23 G.	House Numbering (Numbers/Size/Location).....	\$63.60
◆	All Other Sections.....[25-500].....	\$114.00

CHAPTER X – LIQUOR AND BEER

➤ **The provisions of Chapter 125, Wisconsin Statutes, are adopted by Chapter X.**

10.01 Adopting:

125.07(1)(a)	Sale of Alcoholic Beverage To Minor – 1st Offense	\$303.00
◆	2nd Offense Within 30 Months [3 Day Suspension of Liquor or Operator's Lic. if Previous Violation Within 12 Months].....	\$429.00
◆	3rd Offense Within 30 Months [Mandatory 3-10 Day Suspension of Liquor or Operator's License if Previous Violations With 12 Months].....	\$681.00
◆	4th & Subsequent Offenses Within 30 Months [Mandatory 15-30 Day Suspension of Liquor or Operator's License if Previous Violations Are Within 12 Months].....	\$1311.00
125.07(2)	Sale of Alcohol Beverage To Intoxicated Person.....	\$303.00
125.07(3)(b)	Permit Underage Person To Loiter on Licensed Premises.....	\$303.00

125.07(4)(a)(1)	Underage Person Procure/Attempt To Procure Alcoholic Beverage From Licensee/Permittee – 1st Offense.....	\$366.00
	◆ 2nd Offense Within 12 Months.....	\$429.00
	◆ 3rd & Subsequent Offenses Within 1 Year.....	\$681.00
125.07(4)(a)(3)	Underage Drinker Loitering on Licensed Premises.....	\$371.00
125.07(4)(a)(4)	Underage Person Misrepresent Age For Purposes of Receiving Alcohol:	
Child Under 17:		
	◆ 1st Offense – [Discretionary Suspension 30-90 Days].....	\$366.00
	◆ 2d Offense w/i 12 Months – [Discretionary 1 Year Suspension].....	\$429.00
	◆ 3rd & Subsequent Offenses within 1 Year.....	\$681.00
Person 17 – 20 Years:		
	◆ 1st Offense [Discretionary 30-90 Day Suspension].....	\$366.00
	◆ 2nd Offense Within 1 Year [Discretionary 1 Year Suspension].....	\$429.00
	◆ 3rd Offense Within 1 Year [Discretionary 2 Year Suspension].....	\$681.00
	◆ 4th & Subsequent Offenses Within 1 Year [Discretionary 2 Year Suspension].....	\$996.00
125.07(4)(b)	Consumption/Possession of Alcohol By Underage Person:	
Child Under 17:		
	◆ 1st Offense [Discretionary 30-90 Day Suspension].....	\$88.80
	◆ 2nd Offense Within 1 Year [Discretionary 1 Year Suspension].....	\$126.60
	◆ 3rd & Subsequent Offenses Within 1 Year [Discretionary 2 Year Revocation].....	\$177.00
Person 17 – 20 Years:		
	◆ 1st Offense [Discretionary 30-90 Day Suspension].....	\$177.00
	◆ 2nd Offense Within 1 Year [Discretionary 1 Year Suspension].....	\$303.00
	◆ 3rd Offense Within 1 Year [Discretionary 2 Year Revocation].....	\$429.00
	◆ 4th & Subsequent Offenses Within 1 Year [Discretionary 2 Year Revocation].....	\$681.00
125.085(3)(a)	Making or Providing False ID To Underage Drinker.....	\$303.00
125.085(3)(b)	ID Violations [Discretionary 30-90 Day D.L. Suspension]:	
Child Under 17:		
	◆ 1st Offense.....	\$303.00
	◆ 2nd Offense Within 1 Year.....	\$429.00
	◆ 3rd & Subsequent Offense Within 1 Year.....	\$681.00
Person 17-20 Years Old:		
	◆ 1st Offense.....	\$177.00
	◆ 2nd Offense Within 1 Year.....	\$303.00
125.32(2)	Operate Without a Manager's/Operator's License.....	\$177.00
125.32(3)(a)	Open After Hours.....	\$177.00
◆	All Other Violations of Chapter 125, Wisconsin Statutes, and Chapter X, Code of General Ordinances.....[25-500].....	\$177.00

CHAPTER XI – OFFENSES AGAINST GOOD ORDER AND CONDUCT

11.02 A.	Discharge Firearms.....	\$303.00
11.02 B.	Fights In Public.....	\$177.00
11.02 C.	Throw Snowballs or Other Objects.....	\$114.00
11.02 D.	Indecent Conduct By Urinating Public.....	\$177.00
	All Other Indecent Conduct.....	\$240.00
11.02 E.	Objectionable/Profane Language.....	\$114.00
11.02 F.	Assault.....	\$177.00
11.02 G.	Prowling.....	\$240.00
11.02 H.	Incite Violence.....	\$114.00
11.02 I.	Obstruct Streets/Sidewalk (Interfere With Traffic Flow).....	\$114.00
11.02 J.	Disturb Meeting.....	\$114.00
11.02 K.	Annoy in Public.....	\$114.00
11.02 L.	Court Restraining Order Violation.....	\$303.00
	2nd Offense.....	\$555.00
11.02 M.	Disturbance of the Peace.....	\$303.00
11.02 N.	Mashing.....	\$177.00
11.02 O.	Begging.....	\$114.00
11.02 P.	Smoke, Drink, Eat on Passenger Bus.....	\$114.00
11.02 Q.	Obstruct Police/Firemen; Hinder/Obstruct/Interfere...[100-1000].....	\$235.00
	♦ Assault/Batter/Resist/Throw Objects.....[100-1000].....	\$429.00
	♦ 2nd Offense.....	\$681.00
11.02 Q.3.	Knowingly Make False Complaint Against An Officer...[100-1000].....	\$429.00
11.02 R.	Possess Firebomb & Other Devices.....[100-1000].....	\$240.00
11.02 S.	Abuse K-9	
	♦ Obstruct.....	\$240.00
	♦ Other.....[100-1000].....	\$555.00
11.02 T.	Hunt In City Limits.....	\$177.00
11.02 U.	Littering.....	\$177.00
11.02 V.	Battery.....	\$366.00
11.02 W.	Theft: If Property Value is:	
	Less than \$10.....	\$177.00
	\$10, but less than \$50.....	\$303.00
	\$50, but less than \$100.....	\$429.00
	\$100, but less than \$300.....	\$555.00
	♦ 2nd Offense (Value Under \$300).....	\$681.00
11.02 X.	Trespass on School Property.....	\$114.00
11.02 Y.	Trespass By Delivery Men.....	\$114.00
11.02 Z.	Vandalism: If Property Value is:	
	Less than \$10.....	\$177.00
	\$10, but less than \$50.....	\$303.00
	\$50, but less than \$100.....	\$429.00
	\$100, but less than \$300.....	\$555.00
	♦ 2nd Offense (Value Under \$300).....	\$681.00
11.022	Trespass (Posted).....	\$114.00
11.023	Abusive Phone Calls.....	\$303.00
11.024	Control Dog When Ordered.....	\$303.00
11.025	Retail Theft/Defrauding Innkeeper: If Retail Value is:	
	Less than \$10.....	\$177.00

	\$10, but less than \$50.....	\$303.00
	\$50, but less than \$100.....	\$429.00
	\$100, but less than \$300.....	\$555.00
	◆ 2nd Offense	\$681.00
11.026	Open Intoxicants [Sidewalk/Street/MV].....	\$114.00
11.027	Gas Stations Must Have Safe.....	\$82.50
11.028	Parents Responsible For Minors... [25-500].....	\$177.00
11.029	False Police Calls..... [0-500].....	\$376.00
11.03	Disorderly Houses.....	\$114.00
11.031 C.1.&2.	Graffiti.....	\$366.00
11.031 C.3.	Failure to Remove Graffiti.....	\$114.00
11.032	Truancy.....	\$681.00
11.034	Loitering – Illegal Drug Activity.....	\$1311.00
11.035	Loitering For Purpose of Prostitution.....	\$366.00
	◆ 2nd & Subsequent Offenses.....	\$681.00
11.036	Trespass To Private Property.....	\$114.00
11.036 D.	Trespass To Motor Vehicles.....	\$177.00
11.04	Gambling.....	\$681.00
11.05	Curfew.....	\$114.00
	◆ Parents Permit Minors Out After Curfew.....	\$177.00
	◆ 2nd Offense.....	\$303.00
	◆ 3rd Offense.....	\$429.00
11.051 B.	Theft, Destruction, Defacement or Mutilation of Library Materials - When Value is:	
	Less than \$10.....	\$177.00
	\$10, but less than \$50.....	\$303.00
	\$50, but less than \$100.....	\$429.00
	◆ 2nd Offense.....	\$681.00
11.052	Theft of Cable Service.....	\$303.00
11.055	Nonpayment of Fares (Taxi/Bus).....	\$177.00
11.06 A.	Possession of Dangerous Weapon By Intoxicated Person.....	\$366.00
11.06 A.	Possession of Dangerous Weapon By Minor.....	\$101.40
11.06 B.	Sale of Dangerous Weapon To A Minor or Intoxicated Person.....	\$366.00
11.06 D.	Carrying Concealed Weapon.....	\$303.00
11.07	Endurance Contest.....	\$114.00
11.08	Nudity in Public Place.....	\$177.00
11.085	Minors Prohibited Adult Uses.....	\$681.00
11.10 B.	Unauthorized Tag Sales.....	\$114.00
11.105	Automatic Phone Dialing Device Prohibited.....	\$240.00
11.11	Abandoned Refrigerator & Icebox.....	\$366.00
11.135	Possession of Cigarettes/Tobacco Product By Minor.....	\$63.60
11.14 B.	Loud Music/Noise.....	\$177.00
11.14 C.1.	Unnecessary Noise by M.V. or M/C.....	\$114.00
11.141	Snowmobiles.....	\$214.80
11.145	Toxic Glue Sales.....	\$177.00
11.146	Possession of Marijuana (1 ounce or less).....	\$303.00
11.147	Spray Painting.....	\$303.00
11.148	Rummage/Garage Sales.....	\$177.00
11.149	Parking in Front or Side Yard.....	\$114.00
11.15	Professional Strikebreakers.....	\$366.00
◆	All Other Sections.....[0-1000].....	\$177.00

CHAPTER XII – AMUSEMENTS

◆ All Sections – 1st Offense.....[0-500].....	\$366.00
◆ 2nd & Subsequent Offenses Within 1 Year.....	\$681.00

CHAPTER XIII – BUSINESS LICENSES

13.01	Scrap Salvage Dealers/Collectors.....[0-500].....	\$366.00
13.015	Temporary Cement Plant.....[25-500].....	\$366.00
13.02	Pawnbrokers & Secondhand Article Dealers.-1st Offense [50-1000].....	\$240.00
	◆ 2nd Offense [500-2000].....	\$1311.00
13.03	Peddlers.....	\$177.00
13.031	Use of Unlicensed Peddler.....	\$177.00
13.035	Peddlers Stand Prohibited.....	\$177.00
13.036	Trespass For Commercial Purposes.....	\$114.00
13.037	Trespass For Peddlers.....	\$114.00
13.04	Convenient Cash – Open After Hours.....	\$177.00
13.07	Taxicabs and Drivers.....	\$240.00
13.09	Sale of Cigarettes Without a Permit.....	\$177.00
13.10	Permit For Christmas Trees.....	\$177.00
13.11	Farmers Market.....	\$177.00
13.12	Towing Service.....	\$303.00
13.125	Massage Establishment/Technicians.....	\$240.00
◆ All Other Sections.....[0-200].....	\$177.00	

CHAPTER XIV – ANIMALS, BIRDS AND FOWL

14.01 A.1.	Dog Licenses.....[30].....	\$88.80
14.01 A.2.	Dog Collar Tag.....[30].....	\$88.80
14.01 B.1.	Cat Licenses.....	\$88.80
14.01 B.2.	Cat Collar Tag.....	\$88.80
14.01 C.	Dogs – Nuisances.....[50-200].....	\$114.00
14.01 D.1.	Dog At Large.....[0-200].....	\$114.00
	◆ 2nd Offense Within 2 Years.....	\$177.00
	◆ 3rd & Subsequent Offense Within 2 Years.....	\$240.00
14.013	Limitation on Number of Dogs/Cats – Residential.....	\$177.00
14.014	Animal Feces Must Be Removed.....	\$114.00
14.015	Kennels & Pet Shops.....	\$240.00
14.02	Farm Animals in City.....[100].....	\$177.00
14.024	Vietnamese Potbellied Pig License.....	\$366.00
14.025	Horse-Drawn Vehicles.....	\$177.00
14.03	Animal/Bird/Fowl Sanitary Housing.....[50].....	\$114.00
14.04	Restricted Sale of Chicks/Rabbits.....[100-500].....	\$177.00
14.05	Pigeons.....[100-500].....	\$177.00
14.055	Cruelty To Animals.....[100-500].....	\$366.00
	◆ 2nd Offense Within 5 Years.....	\$681.00
14.06	Trapping Prohibited.....	\$177.00

14.07 B.	Rabies Vaccination.....[50].....	\$114.00
14.07 F.1.	Notification of Animal Bite.....[200-500].....	\$366.00
14.07 F.3.	Veterinarian Release.....[200-500].....	\$555.00
14.07 F.5.	Hold for 10 Days.....[200-500].....	\$366.00
14.07 F.8.	Late Confinement.....[200-500].....	\$366.00
14.07 F.10.	Don't Destroy Pet Until Examined.....[200-500].....	\$366.00
14.075	Vicious Animal License.....[0-500].....	\$366.00
◆	All Other Sections.....[0-100; except for Section 14.076].....	\$177.00

CHAPTER XV – SIGNS

15.08	No Sign Erector's License.....	\$177.00
◆	All Other Sections.....[50-500].....	\$240.00

CHAPTER XVI – MINIMUM HOUSING CODE

◆	All Sections.....[0-1000].....	\$177.00
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CHAPTER XVII – REGULATING THE DIVISION & PLATTING OF LAND

◆	All Sections....[100-1000].....	\$177.00
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CHAPTER XVIII – KENOSHA REGIONAL AIRPORT OPERATION & REGULATIONS

18.06 A. & C.	No Vehicles or Pedestrians on Runway....[1-500].....	\$177.00
18.07 C.	Unauthorized Helicopter Landing.....	\$252.60
18.07 G.	Failure To Obtain Hot Air Balloon Permit.....	\$114.00
18.07 H.	Dropping Objects From Aircraft Prohibited.....	\$303.00
18.09 B.	Obstructing Airport Director.....	\$303.00
◆	All Other Sections.....[25-1000].....	\$240.00

CHAPTER XIX – KENOSHA MUNICIPAL HARBOR

19.02 Adopting:

§30.67(1), W.S. Failure To Render Aid After Boating Accident – Misdemeanor – Refer To D.A.
§30.68(2), W.S. Negligent or Reckless Operation of Boat – Misdemeanor – Refer to D.A.

19.025	Violation of Slow-No Wake.....	\$139.20
19.045	Pier Headline...[25-100].....	\$114.00
19.055	Obstruct Navigation.....	\$366.00
◆	All Other Sections.....[0-500].....	\$114.00

CHAPTER XX – MANUFACTURED/MOBILE HOME PARKS

◆ All Sections.....[0-1000]..... **\$177.00**

CHAPTER XXI – CONSUMER PROTECTION AND WEIGHTS AND MEASURES

21.20 A., B., C., & D. - Misdemeanor – Refer to D.A.
 21.22 Penalties..... **\$114.00**

CHAPTER XXII – FAIR HOUSING

◆ All Sections...[100-1000]..... **\$681.00**
 ◆ 2nd Offense Within 5 Years...[1000-10,000]..... **\$1311.00**

CHAPTER XXIII – NOISE CONTROL

23.5 B.1.c. Excessive Noise – Loud Car Stereo..... **\$151.80**
 ◆ 2d & Subsequent Violations Within a Year..... **\$303.00**
 ◆ All Other Sections.....[25-500]..... **\$114.00**

CHAPTER XXIV – LANDLORD'S RIGHTS

◆ All Sections..... **\$177.00**

CHAPTER XXV – MINIMUM STANDARDS FOR THE KENOSHA REGIONAL AIRPORT

25.02 Aircraft Sales..... **\$366.00**
 25.03 Airframe & Power Plant Repair Facilities..... **\$366.00**
 25.04 Aircraft Rental..... **\$366.00**
 25.05 Flight Training..... **\$366.00**
 25.06 Line Services..... **\$366.00**
 25.07 Specialized Commercial Flying Services..... **\$366.00**
 25.08 Aircraft Charter & Air Taxi..... **\$366.00**
 25.09 Aircraft Rental Operator..... **\$366.00**
 25.10 Multiple Services..... **\$366.00**
 ◆ All Other Sections.....[100-500]..... **\$177.00**

CHAPTER XXVI – KENOSHA CABLE TELEVISION FRANCHISE ORDINANCE

All Sections.....[0-1000]..... **\$366.00**

CHAPTER XXVIII – VACANT BUILDING CODE

◆ All Sections.....[0-1000].....	\$177.00
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CHAPTER XXX – CODE OF ETHICS

◆ All Sections.....[0-1000].....	\$366.00
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CHAPTER XXXI – INCINERATION

◆ All Sections.....[2000-5000].....	\$2571.00
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CHAPTER XXXII – KENOSHA WATER UTILITY/WATER & SEWERAGE SYSTEMS

32.05	Rules & Regulations – Water Utility.....	\$1311.00
32.06	Rules & Regulations – Water System.....	\$1311.00
32.07	Rules & Regulations – Sewage System.....	\$1311.00
32.08	Wastewater Regulations.....	\$1311.00
◆	All Other Sections.....[Not Less Than \$1000].....	\$1311.00

CHAPTER XXXIII – CONSTRUCTION SITE MAINTENANCE & EROSION CONTROL CODE

◆ All Sections.....[5-500].....	\$366.00
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CHAPTER XXXIV – FORESTRY

34.09	Injury To Trees Prohibited.....	\$303.00
◆	All Other Sections.....[25-1000].....	\$177.00

ZONING ORDINANCE

◆ All Sections.....	\$177.00
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For new Ordinances established after the approval of this Bond Schedule, pending the recreation of the Bond Schedule, the base bond for the violation of the new Ordinance shall be the minimum forfeiture or one-half (1/2) of the maximum forfeiture, whichever is greater.

Throughout this Bond Book the bonds include the base forfeiture, to which is included a penalty assessment mandated by the State (currently set at 26% of the forfeiture), a crime lab fee mandated by the State (currently \$13.00), a jail assessment mandated by the State (currently \$10.00), and court costs, which are set by Ordinance (currently \$28.00).

In the event that any said costs, fees or assessments increase, or if new costs, fees or assessments are added, pending recreation of this Bond Book, all such revised or created costs, fees or assessments shall be added to the amounts in this Bond Book.



SETTLEMENT AGREEMENT

Agreement between Walgreen Co. ("Walgreens"), a corporation organized and existing under the laws of the State of Illinois and registered and authorized to conduct business in the State of Wisconsin, and the City of Kenosha, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Properties" means the land and improvements on parcel numbers 03-122-10-201-041 and 07-222-24-205-022 in the City of Kenosha, Wisconsin.

(b) "Case" means the action pending in the circuit court for Kenosha County, Wisconsin titled *Walgreen Co. v. City of Kenosha*; Case No. 07 CV 878.

(c) "Court" means the Circuit Court for Kenosha County, Branch 2.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Walgreen Co., c/o Robert Hill & Associates IOLTA Trust Account, or to another account designated by Walgreens in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$21,251.98 for 2008 as a refund of property taxes previously paid by Walgreens based on the property tax assessment of the Properties for the tax year 2008. Walgreens waives interest.

3. 2004, 2006 and 2007 Assessments. Walgreens agrees to accept the City's assessments on parcel no. 03-122-10-201-041 for years 2004, 2006 and 2007, in the amounts of \$2,992,700, \$3,391,700 and \$3,391,700, respectively.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payment. The City shall pay the refund of taxes for the 2008 tax year provided in section 2 of this Agreement in full, within 30 days after the execution of this Agreement by both parties.

6. Removal of Case from Trial Calendar. Within 30 days of receiving an executed copy of this Agreement, the parties shall immediately

inform the Court that the parties have entered into a settlement agreement and shall jointly request the Court to remove the Case from the trial calendar and set aside any scheduling orders then in effect.

7. Stipulation for Dismissal. Within ten days after Walgreens receives payment in full of the refund of taxes for 2008, the parties shall:

(a) Enter into a stipulation, in the form attached as Exhibit 1 to this Agreement and signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and

(b) File the stipulation with the Court.

8. 2008 and 2009 Assessments. The City shall assess the Properties for the tax years 2008 and 2009 in the amounts of:

<u>Parcel Number</u>	<u>2008 Assessment</u>	<u>2009 Assessment</u>
03-122-10-201-041	\$3,100,000	\$2,900,000
07-222-24-205-022	\$3,000,000	\$2,750,000

In the event the 2009 assessment exceeds the numbers set forth above, and it is not subsequently reduced by the City's Board of Review, then Walgreens shall be entitled to a refund for any taxes paid with respect to the assessed value in excess of the numbers set forth above, plus statutory interest.

9. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. Neither party makes any admission about the assessments or the fair market value of the Properties.

10. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

11. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

12. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

13. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

14. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

(a) Neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.

(b) The parties shall attempt in good faith to resolve the dispute.

(c) If the parties cannot resolve the dispute after reasonable efforts, the dispute shall be submitted to mediation, at the request of either party. The mediator shall be jointly agreed on by the parties or, if they are unable to agree, shall be appointed by the Court at the request of either party.

15. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

16. No Assignment or Transfer. Walgreens represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

17. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

18. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

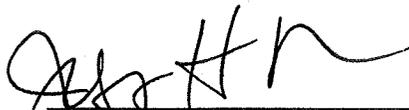
19. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

20. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

21. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

WALGREEN CO.

By: Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
Madison, WI 53703



Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Attorneys for Walgreen Co.

Date: July 28th, 2009

CITY OF KENOSHA

By: City Attorney's Office
625-52nd Street
Kenosha, WI 53140

William Richardson
State Bar ID No. 1002625
Assistant City Attorney for City of
Kenosha

Date: July _____, 2009

Fin #5b



Item # L.1.b
City of Kenosha
Common Council Agenda
9/9/09

SETTLEMENT AGREEMENT

By And Between

GANDER MOUNTAIN COMPANY,
A Minnesota Corporation,

And

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

THIS SETTLEMENT AGREEMENT is made and entered into by and between **GANDER MOUNTAIN COMPANY** ("**GANDER MOUNTAIN**"), a Minnesota corporation, duly organized and existing under the laws of the State of Minnesota, and registered and authorized to conduct business in the State of Wisconsin, and **THE CITY OF KENOSHA, WISCONSIN**, ("**CITY**") a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In this Agreement:
 - a. The "**Property**" means the land and improvements on Parcel Number 03-122-06-326-020, in the City of Kenosha, Wisconsin.
 - b. "**Case**" means the action pending in the Circuit Court for Kenosha County, Wisconsin, titled *Gander Mountain Company vs. City of Kenosha*; Case No. 07-CV-938.
 - c. "**Court**" means the Circuit Court for Kenosha County, Branch II.
 - d. A "**Tax Year**" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.
2. **REFUND OF TAXES.** The **CITY** shall issue a refund payable to Gander Mountain Company, in care of Robert L. Gordon, Michael Best & Friedrich, L.L.P., or to an account designated by **GANDER MOUNTAIN** in writing, pursuant to Wisconsin Statutes Section 74.37, in the amount of Thirty-eight Thousand One Hundred Fifteen Dollars and Seventy-five Cents (\$38,115.75), [Eighteen Thousand Eight Hundred Twenty-five Dollars and Thirty Cents (\$18,825.30) for 2006, and Nineteen Thousand Two Hundred Ninety Dollars and Forty-five Cents (\$19,290.45) for 2007], as a refund of property taxes previously paid by **GANDER MOUNTAIN** based on the property tax assessments for the Property for the tax years 2006 and 2007.
3. **WAIVER OF COSTS.** Each party waives all claims for costs.
4. **TIME OF PAYMENT.** The **CITY** shall pay the refund of taxes for the 2006 and 2007 Tax Years provided in Section 2 of this Agreement in full within thirty (30) days after the execution of this Agreement by both parties.
5. **REMOVAL OF CASE FROM TRIAL CALENDAR.** Within thirty (30) days of

receiving an executed copy of this Settlement Agreement, the parties shall immediately inform the Court that the parties have entered into a Settlement Agreement and shall jointly request the Court to remove the Case from the trial calendar and set aside any scheduling orders then in effect.

6. STIPULATION FOR DISMISSAL. Within ten (10) days after **GANDER MOUNTAIN** receives payment in full of the refund of taxes, the parties shall:

- a. Enter into a Stipulation in the form attached as Exhibit "A" to this Agreement, and signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and,
- b. File the Stipulation with the Court.

7. 2006 AND 2007 ASSESSMENTS. The **CITY** shall assess the Property for the Tax Years 2006 and 2007 in the amount of Ten Million Two Hundred Thousand (\$10,200,000.00) Dollars.

8. NO ADMISSIONS OF LIABILITY OR CONCERNING ASSESSMENTS OR FAIR MARKET VALUE. This Agreement is the settlement of disputed claims. Neither party makes any admission about the assessments or the fair market value of the Property.

9. RESPONSIBILITY FOR FEES AND EXPENSES OF ATTORNEYS AND EXPERTS. Each party shall be solely responsible for the fees of its attorneys and experts.

10. NO REPRESENTATIONS. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

11. BINDING ON SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

12. GOVERNING LAW. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

13. INTERPRETATION OF AGREEMENT. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

- a. Neither party shall be deemed the drafter of this Agreement for purposes of its interpretation.
- b. The parties shall attempt in good faith to resolve the dispute.
- c. If the parties cannot resolve the dispute after reasonable efforts, the dispute, at the request of either party, shall be submitted for resolution to the Kenosha County Circuit Court

14. REPRESENTATION BY COUNSEL; RELIANCE. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on

the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

15. NO ASSIGNMENT OR TRANSFER. GANDER MOUNTAIN represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

16. ENTIRE AGREEMENT. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including, but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

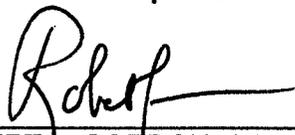
17. WAIVER. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. AMENDMENTS OR MODIFICATIONS. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. AUTHORIZATION TO SIGN AGREEMENT. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the persons' signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. READING OF AGREEMENT. Each person signing this Agreement on behalf of either party acknowledges that the person has read this agreement; that the person understands the terms and conditions of this Agreement; that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

**GANDER MOUNTAIN COMPANY,
A Minnesota Corporation**

BY: 
ROBERT L. GORDON, Attorney
Michael Best & Friedrich, L.L.P.,
100 East Wisconsin Avenue, Suite 3300,
Milwaukee, Wisconsin 53202-4108,
State Bar No. 1015945
Date: 8/6/09

CITY OF KENOSHA, WISCONSIN,

A Municipal Corporation

BY: _____
WILLIAM K. RICHARDSON,
Assistant City Attorney,
State Bar No. 1002625
Date: _____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney,
Office of the City Attorney,
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140
Phone: (262)653-4170
Fax: (262)653-4176

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH I

KENOSHA COUNTY

GANDER MOUNTAIN COMPANY,

:

Plaintiff,

:

vs.

:

CITY OF KENOSHA,

:

Defendants.

:

:

STIPULATION AND
ORDER FOR DISMISSAL

Case No. 07-CV-0938

Case Code No. 30301

Honorable David M. Bastianelli

STIPULATION

IT IS HEREBY STIPULATED by and between the parties, by their respective counsel, that this action may be dismissed on its merits, with prejudice, and without an award of Court costs to any party. Notwithstanding this Stipulation, should a dispute arise regarding the interpretation of the parties' Settlement Agreement, the Court shall, upon request of either party, resolve the dispute.

GANDER MOUNTAIN COMPANY

BY: _____

ROBERT L. GORDON
Michael Best & Friedrich, L.L.P.
State Bar No. 1015945
Attorney for Plaintiff

Date: _____

CITY OF KENOSHA, WISCONSIN

BY: _____

WILLIAM K. RICHARDSON,
Assistant City Attorney,
State Bar No. 1002625
Attorney for Defendant

Date: _____

ORDER

Based on the foregoing Stipulation,

IT IS HEREBY ORDERED that the above entitled action is dismissed on its merits, with prejudice, and without costs to any party.

IT IS FURTHER ORDERED that notwithstanding the aforementioned Stipulation, should a dispute arise regarding the interpretation of the parties' Settlement Agreement, the Court shall, upon request of either party, resolve the dispute.

Dated at Kenosha, Wisconsin, this _____ day of August, 2009.

BY THE COURT:

HONORABLE DAVID M. BASTIANELLI,
Circuit Court Judge, Branch I

Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140
Phone: (262)653-4170
Fax #: (262)653-4176

fin. 6.

CITY OF KENOSHA
Risk Management

NICK SHAMSIPOUR
M.S., CSP, CHMM
Risk, Environmental, Health
and Safety Manager



TO: Chairman and members of the Finance Committee

FROM: Nick Shamsipour, Risk Manager *NS*

DATE: September 2, 2009

SUBJ: Victor R. Zelada Jr. vs City of Kenosha

The City has received a demand in the amount of \$50,000.00 from Victor R. Zelada Jr. for damages which include, but are not limited to, medical expenses, pain and suffering and wage loss.

On June 5, 2009, Victor R. Zelada Jr. was a front-seat passenger in a vehicle driven by Carmen Audeo De Zelada traveling southbound on 30th Avenue. A City employee, driving a City vehicle, was behind the vehicle driven by Ms. Audeo De Zelada when she suddenly stopped, intending to make a left turn to head east on 50th Street. The City employee was unable to stop and attempted to swerve around Ms. Audeo De Zelada's vehicle but struck it in the right rear. As a result of being struck from behind the vehicle then struck a concrete utility pole on the south corner of the intersection of 50th Street and 30th Avenue.

According to the Motor Vehicle Accident Report, Victor R. Zelada Jr. neither claimed injury at the scene of the accident nor was he transported to a medical facility for treatment. After discussion with Ronald Bursek, the Director of Public Works and claims manager Tom Mann from CVMIC it is my recommendation to deny this claim. Based on all information available, Mr. Zelada's demand is unreasonable.



DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection

Property Maintenance

Zoning Enforcement



Item # L.2. *Fin #7*
City of Kenosha
Common Council Agenda
9/9/09

TO: Honorable Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council

FROM: James M. Schultz, Director
Department of Neighborhood Services and Inspections

ITEM: Request Approval of Funds to Complete the Roosevelt Theater Raze Project

DATE: September 1, 2009

Background:

- The contract to raze the Roosevelt Theater at 2908-2910 Roosevelt Road was approved by Common Council in July, 2008. The contract was awarded to AZAR L.L.C. (aka Azarian Wrecking) in the amount of \$147,477.
- Following approval by the Common Council, the raze was undertaken by Azarian Wrecking. Prior to completion of the demolition, it was discovered that the outer walls of the theater and the adjoining building to the east, owned and occupied by A.B. Schmitz Insurance, were connected to each other. There became a concern regarding the structural integrity of the walls and possibility of damage to the Schmitz building.
- In December, 2008, the project was put on hold to conduct an engineering study of the existing wall. The City retained R.C. Schend & Associates, a licensed structural engineering firm. Mr. Schend examined the wall in an attempt to ascertain whether the wall was two (2) separate walls supporting their own structures or whether it was a common wall supporting both structures (theater and Schmitz building).
- In April, 2009, a change order was approved for Azarian Wrecking to repair and waterproof the basement foundation in the amount of \$8,720.

Analysis

- Findings of R.C. Schend & Associates include:

- The wall is mainly of brick masonry and areas of poured concrete on the Schmitz side of the wall. The basement floors were at different levels. The wall contained “areas of broken and missing brick, embedded steel beams and columns, and holes from doorways, windows, and other openings. In addition, the mortar in a portion of the parapet deteriorated to the point where it collapsed.”
- The wall is a common wall or possibly separate walls constructed against each other. “In either case there is a good possibility that the walls are interconnected, and an attempt to remove the theater side of the wall could affect the wall's ability to support the present loading from the insurance building side.” This conclusion is also supported by Larry Rasch, the engineer retained by Schmitz Insurance.
- Schend specified the following list of necessary repairs: cutting off steel beams and columns flush with the wall, filling voids in the wall with masonry, removing and replacing any existing or broken masonry, repairing parapet wall, preparing wall for finish, and applying new finish material, applying a cap to the parapet wall and applying flashing to roof of Schmitz's building.
- Removal of the steel beams and columns is part of the Azarian contract, and has been completed. The remaining repairs are new items outside the terms of the Azarian contract, but are necessary to complete the demolition of the Roosevelt Theater.
- Throughout the raze process, discussions (including the condition of the exterior wall and the possible methods for repairing it) have been held between City staff and Chuck and John Schmitz of Schmitz Insurance. Performing a complete masonry finish is the minimum repair required by City code. However, both parties concluded that this option is the least desirable because it provides no wall insulation and the final appearance of the finish would be of poor quality and not match the existing finish of the Schmitz building. The cost of this option is estimated at \$36,750 for the masonry work, plus the cost of possible tuckpointing.

- Another exterior finish option is Exterior Insulation and Finish System or EIFS. This is commonly used in commercial building applications and would include insulation and match the building's exterior finish. The cost of this option is \$50,700 based on competitive contractor bids. Everyone agrees that this is the best possible wall finish.

Recommendation:

Staff is recommending that the City approve \$40,000 toward the cost of the EIFS exterior wall finish. Schmitz Insurance has agreed to pay the balance of the cost for the EIFS finish above this amount.

City Administration supports this recommendation.

JMS:kah

Attachments: R. C. Schend & Associates

Contractor Bid Summary

Quote from Rasch Construction & Engineering

**ROOSEVELT THEATER
 BID SUMMARY
 EXTERIOR WALL REPAIRS**

EFIS FINISH

CONTRACTOR	PARAPET WALL	EXTERIOR WALL	ROOF	PARAPET CAP	TOTAL COST
Camosy	\$18,000.00	\$42,000.00	\$6,500.00	\$1,950.00	\$68,450.00
Rasch	\$9,200.00	\$35,000.00	\$6,500.00	Included with roof	\$50,700.-00
Riley	\$8,000.00	\$39,324.00	Included with cap	\$5,750.00	\$53,074.00

MASONRY FINISH*

CONTRACTOR	PARAPET WALL	EXTERIOR WALL	ROOF	PARAPET CAP	TOTAL COST
Camosy	\$18,000.00	\$18,000.00	\$6,500.00	\$1,950.00	\$44,450.00
Rasch	\$7,200.00	\$24,000.00	\$6,500.00	Included with roof	\$39,700.00
Riley	\$8,000.00	\$23,000.00	Included with cap	\$5,7450.00	\$36,750.00

*This does not include re-striking existing mortar joints if necessary.

R.C. Schend & Associates
4706 Harrison Road
Kenosha, WI 53142

Structural Engineers
262-694-7070

December 15, 2008

Mr. Mitchell J. Engen
City of Kenosha, Property Maintenance Division
625-52nd. Street
Kenosha, WI 53140

Re: Roosevelt Theater – A.B. Schmitz Building Wall

Dear Mr. Engen:

As you requested I visually inspected the above referenced wall which was the wall between the demolished Roosevelt Theater and the existing A.B. Schmitz Insurance building. The reason for this inspection was to determine if the wall was a common wall supporting both structures or if it was two separate walls each supporting their respective buildings. This letter serves as my report of this inspection and recommendations.

Background:

Earlier this year the Roosevelt Theater structure was demolished leaving only the wall between the theater and the office building next door remaining. The question then became was the wall two separate walls each supporting their own structures or was the wall a common wall supporting both structures. I inspected the building with Mr. Larry Rasch of Rasch Construction who is the engineer representing the A.B. Schmitz Company.

Site Observations:

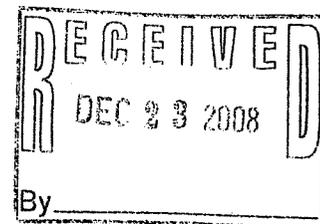
The wall consists of mainly brick masonry construction with areas of poured concrete on the insurance building side of the wall. The basement floors of each building were at different elevations with the theater basement floor being lower than the basement floor of the insurance building.

The wall in its present condition contains areas of broken and missing brick, embedded steel beams and columns and holes from doorways windows and other openings. There is an area of the parapet where the mortar is deteriorated to the point where the parapet has collapsed.

Discussions & Conclusions:

After my inspection and discussions with Mr. Rasch, it is my opinion that the wall is a common wall or possibly separate walls constructed against each other. In either case there is a good possibility that the walls are interconnected and to attempt to remove the theater side of the wall could affect the walls ability to support the present loading from the insurance building side. I believe that Mr. Rasch agrees with this conclusion.

Repairs to the wall are going to be required to assure that the wall retains its structural integrity.



Mr. Engen
December 15, 2008
Page 2

The following is a list of the necessary repairs:

1. Cut off existing steel beams and columns flush with the west surface of the wall.
2. Fill in all voids in the wall with masonry. These voids include door, window and duct openings.
3. Remove and replace any missing or broken masonry.
4. Remove and rebuild unstable portions of parapet wall bringing top of the wall to a consistent elevation.
5. Finish exterior face of the wall to a condition to accept new finish material.
6. Install new exterior surface to the wall and new cap on the parapet.
7. Flash existing roof on the insurance building to the parapet wall as required.

Summary:

With the above noted repairs the wall will retain its structural ability to support the loads imposed on it by the existing building.

If you have any questions regarding these matters please contact me.

Yours truly,

R.C. SCHEND & ASSOCIATES



Richard C. Schend, P.E.

RCS: lms

July 18, 2009

A.B. Schmitz Agency
2906 Roosevelt Road
Kenosha, WI 53143

Attention: Chuck Schmitz

Re: Repair of west wall

Dear Chuck:

Please be advised that these are our quotes for the repair of the existing west wall of your building. A photo is included herewith to better understand the work that is included in the following quotes.

Repair Parapet

- Remove top layers of brick and insulation on west parapet wall down to match the front parapet height
- Install brick in areas that are low to bring up to the height of the front parapet wall
- Install mortar bed on top of the remaining brick parapet and set anchor bolts
- Install wood blocking on top of parapet wall

Our submitted quote for this work is a lump sum amount of **\$9,200**.

Roof Repair – See attached quote from Van's Roofing.

Infill Voids on West Wall with Brick

- The voids that will be filled are as follows
 - (2) 6'x24'
 - (4) 4'x24'
 - 7'x35'
 - 2.5'x18'
 - 10 small holesTotal SF = 770sf = 5390 brick
- Remove excess brick on face of wall
- Remove plaster that is on north part of wall
- Saw cut, remove brick and rebuild the northwest and southwest corners over the full height

Our submitted quote for this work is a lump sum amount of **\$24,000**.

Install Drivit – This is being quoted without the brick patching. The voids do not need to be filled with brick but the wall needs to be flat for the drivit insulation to be attached to the wall. We have included the installing of furring and plywood to infill the voids as needed. This work includes the following.

- Infilling of larger holes with furring and/or plywood
- Install 1 ½" foam insulation
- Install drivit

Our submitted quote for this work is a lump sum amount of **\$35,000**.

To install drivit on the rear area, where there is existing brick that was in place before the demolition. The cost for this work would be an additional **\$5,500**.

This work doesn't include permit fees.

I hope this meets with your approval. If you have any questions please feel free to call me.

Sincerely,



Larry Rasch, PE
President

"Established in 1950"

Phone 262-654-2176

Fax 262-654-3934

Vanco Roofing Inc.

3901 - 13th Avenue • Kenosha, WI 53140

July 15, 2009

Rasch Construction
4715 Green Bay Road
Kenosha WI. 53144

Ref: A B Schmitz

Dear Sir,

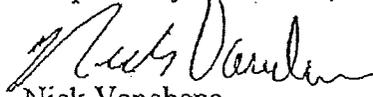
After a thorough inspection of the existing conditions and discussions with you, we are pleased to submit a quote for the roof repairs needed on the above referenced project. Briefly we propose to furnish manpower, materials, tools and equipment required to do the following.

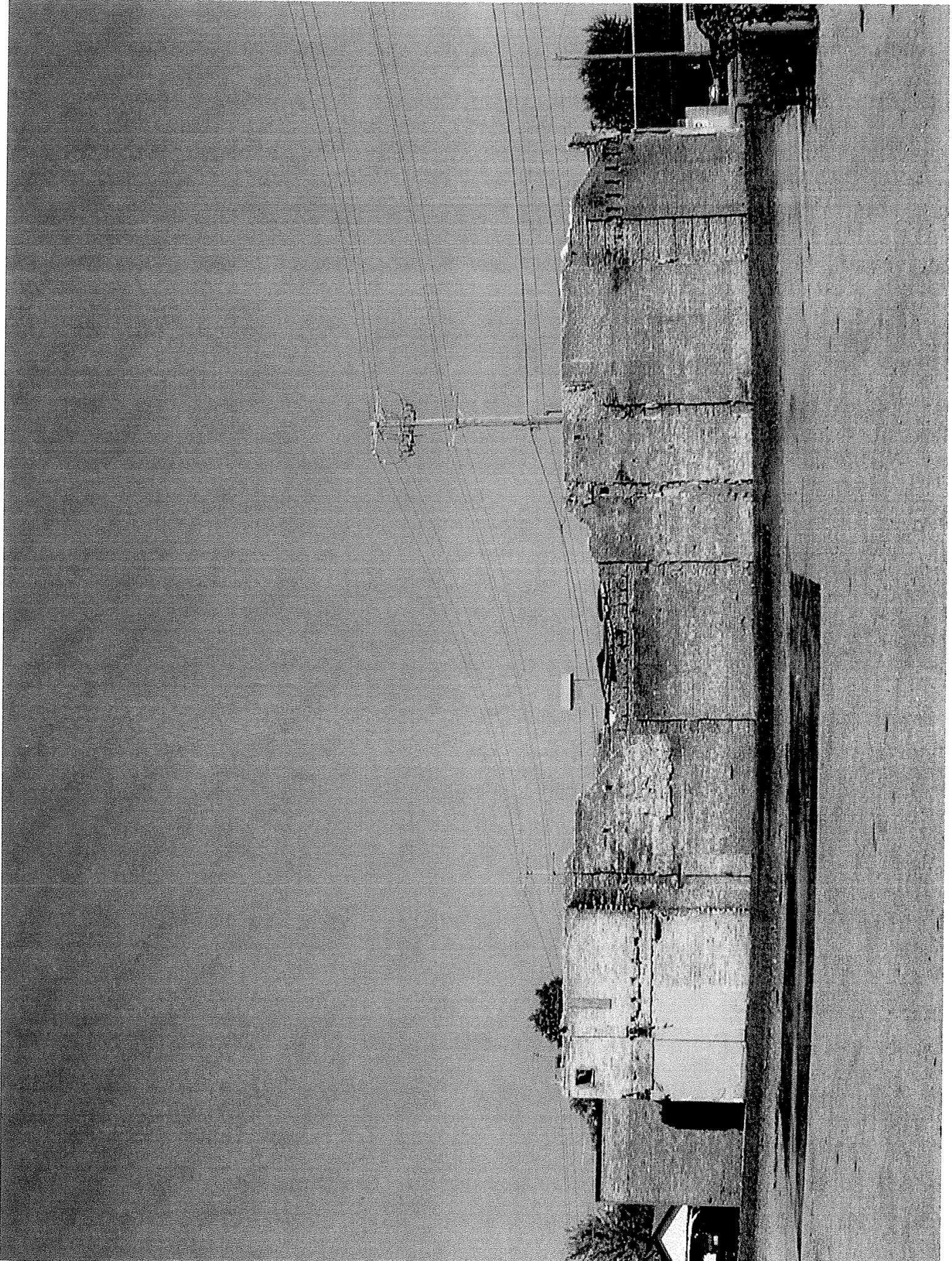
1. Move stone back 2 feet along the complete West parapet wall.
2. Clean existing membrane to insure proper adhesion for the new wall flashings.
3. Install new 60mil rubber membrane up and over the outside edge of new wood blocking back down to roof surface.
4. Install new 24ga. Pac Clad cap flashing with continuous starter to match existing.
5. Move all stone back into place.
6. Clean all drains to insure proper water drainage.

All work to be done in a neat and orderly manner for the sum of, **Six Thousand Five Hundred Dollars \$ 6,500.00**

If you have any questions or require any additional information, please feel free to contact me.

Respectfully Submitted;


Nick Vanchena



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



JEFFREY B. LABAHN
Director of City Development

CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

Fin #8



Item # K.1.a-v
City of Kenosha
Common Council Agenda
9/9/09

MEMO

TO: Finance Committee and Common Council
FROM: Anthony Geliche, Community Development Specialist *AG*
DATE: August 28, 2009
SUBJECT: 2009 CDBG Subgrantee Agreements

I have provided you with a spreadsheet listing the applicant, project title, amount received and contract period for each agreement, one (1) full Subgrantee Agreement, and the Scopes of Service and Budgets for the remaining agreements. The agreement that is used for the CDBG Program is a standard agreement for all sub-recipients which is why you do not have the full agreement for each project. All of the agreements have been reviewed and approved by the agencies prior to submission to the Finance Committee for consideration. The 2009 CDBG Program was approved by the Common Council on November 17, 2008, Resolution No. 138-08.

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

sks
Attachments

Re: CDBG Contracts

Mon Aug 31 14:15:43 2009

From: dbogdala@yahoo.com

To: tgeliche@kenosha.org

Cc: kbosman@kenosha.org; ehaugaard@wi.rr.com; mdon82432@aol.com; district3@kenosha.org; gjohnruffolo@kenosha.org; klc.3@netzero.com; district6@kenosha.org; district7@kenosha.org; district8@kenosha.org; district10@kenosha.org; anthony@bearrealty.com; raymisner@kenosha.org; district14@kenosha.org; district15@kenosha.org; JLDowning@wi.rr.com; jditzenberger@kenosha.org; jlabahn@kenosha.org; fpacetti@kenosha.org

Tony,

Thank you for the information. This is very helpful. Two additional questions:

1. What were the amounts requested and granted to each of the groups?
2. What was the total amount for the projects listed? For example, under the Carpenter's Home improvement, the measurement was completion of new homes. The outcome was two new homes constructed. I'm sure we did not pay in full, the amount to construct those homes. Or the Kenosha Literacy Council was to provide 50 hours of tutoring to 40 students. Their outcome was 2194 hours to 65 students. What other sources of funding are on the table?

Thank you,

Dave

--- On Mon, 8/31/09, Tony Geliche <tgeliche@kenosha.org> wrote:

From: Tony Geliche <tgeliche@kenosha.org>

Subject: Re: CDBG Contracts

To: "David Bogdala" <dbogdala@yahoo.com>

Cc: "Keith Bosman" <kbosman@kenosha.org>, "Eric Haugaard" <ehaugaard@wi.rr.com>, "Don Moldenhauer" <mdon82432@aol.com>, "Donald Holland" <district3@kenosha.org>, "G. John Ruffolo" <gjohnruffolo@kenosha.org>, "Kathy Carpenter" <klc.3@netzero.com>, "Tod Ohnstad" <district6@kenosha.org>, "Patrick Juliana" <district7@kenosha.org>, "Katherine Marks" <district8@kenosha.org>, "Anthony Kennedy" <district10@kenosha.org>, "Anthony Nudo" <anthony@bearrealty.com>, "Ray Misner" <raymisner@kenosha.org>, "Daniel Prozanski Jr." <district14@kenosha.org>, "Michael Orth" <district15@kenosha.org>, "Jesse Downing" <JLDowning@wi.rr.com>, "Jean Ditzenberger" <jditzenberger@kenosha.org>, "Jeff Labahn" <jlabahn@kenosha.org>, "Frank Pacetti" <fpacetti@kenosha.org>

Date: Monday, August 31, 2009, 4:34 PM

As requested by Alderman Bogdala, attached are the Outcome Measures from the CDBG Applicants.

A copy has also been mailed to all the Alderman.

If you have any questions, please contact me at 653-4030 or e-mail at tgeliche@kenosha.org

Tony Geliche
CDBG Program Administrator
 City of Kenosha-Department of City Development
 625-52nd Street - Room 308
 Kenosha, WI. 53140
 262.653.4030
 262.653.4045 (fax)
 www.kenosha.org
 tgeliche@kenosha.org

----- Original Message -----

From: "David Bogdala" <dbogdala@yahoo.com>

To: "Eric Haugaard" <ehaugaard@wi.rr.com>, "Don Moldenhauer" <mdon82432@aol.com> ,

"Donald Holland" <district3@kenosha.org>, "G. John Ruffolo" <gjohnruffolo@kenosha.org> ,

"Kathy Carpenter" <klc.3@netzero.com>, "Tod Ohnstad" <district6@kenosha.org>, "Patrick

Juliana" <district7@kenosha.org>, "Katherine Marks" <district8@kenosha.org>, "Anthony

Kennedy" <district10@kenosha.org>, "Anthony Nudo" <anthony@bearrealty.com>, "Ray Misner"

<raymisner@kenosha.org>, "Daniel Prozanski Jr." <district14@kenosha.org>, "Michael Orth"

<district15@kenosha.org>, "Jesse Downing" <JLDowning@wi.rr.com>, "Jean Ditzenberger"

<jditzenberger@kenosha.org>

Cc: "Keith Bosman" <kbosman@kenosha.org>, tgeliche@kenosha.org

Sent: Tuesday, August 18, 2009 11:30:23 AM GMT -06:00 US/Canada Central

Subject: Re: CDBG Contracts

Jean,
 Thank you for the note. As I stated both in Finance and at Council, what I am looking for are the measurable outcomes or metrics from past projects with all of the non profits listed as recipients of CDBG funds this year. It is my understanding we have that information with the exception of one group, who is newly formed. This information should be provided to all council members.

Thank you,

Dave

--- On Tue, 8/18/09, Jean Ditzenberger <jditzenberger@kenosha.org> wrote:

From: Jean Ditzenberger <jditzenberger@kenosha.org>

Subject: CDBG Contracts

To: "Eric Haugaard" <ehaugaard@wi.rr.com>, "Don Moldenhauer" <mdon82432@aol.com>, "Donald Holland" <district3@kenosha.org>, "G. John Ruffolo"

<gjohnruffolo@kenosha.org>, "Kathy Carpenter" <klc.3@netzero.com>, "Tod Ohnstad" <district6@kenosha.org>, "Patrick Juliana"

<district7@kenosha.org>, "Katherine Marks" <district8@kenosha.org>, "Anthony Kennedy" <district10@kenosha.org>, "Anthony Nudo"

<anthony@bearrealty.com>, "Ray Misner" <raymisner@kenosha.org>, "Daniel Prozanski Jr." <district14@kenosha.org>, "Michael Orth"

<district15@kenosha.org>, "Jesse Downing" <JLDowning@wi.rr.com>, "David Bogdala" <dbogdala@yahoo.com>

Date: Tuesday, August 18, 2009, 4:02 PM

Community Development Block Grant Program 2008 Agencies That Are Recommended for 2009 Funding

	Applicant	Proposal	2008 Amount Requested	2008 Funding	2008 Legeraging
A	Boys and Girls Club	Membership Outreach	\$85,000	\$81,655	\$1,900,000
B	Bridges Community Center	Crisis Prevention Service Facilitator	\$14,352	\$3,284	\$3,600
C	Carpenter's Home Improvement, Inc.	Carpentry Career & Tech Ed. Program (KUSD)	\$86,000	\$59,560	\$90,000
D	ELCA Urban Outreach Center	Job Readiness Support	\$12,800	\$5,764	\$8,300
E	Kemper Center, Inc.	Exterior Repairs & Restoration of Buildings on Historic Site	\$83,600	\$46,111	\$77,000
F	Kenosha Achievement Center, Inc.	Replacement of Rooftop HVAC Units	\$18,200	\$15,370	\$10,000
G	Kenosha Area Family & Aging Service, Inc.	Volunteer Escort Program	\$5,000	\$4,035	\$125,000
H	Kenosha Community Health Center, Inc.	Expansion of Access to Health Care for Low Income Kenosha Residents	\$309,000	\$192,130	\$3,900,000
J	Kenosha Human Development Services, Inc.	Transitional Living Group Home Rehabilitation	\$18,200	\$15,370	\$10,000
K	Kenosha Literacy Council, Inc.	Literacy for Life Adult Education Program	\$10,000	\$6,725	\$75,000
Q	Shalom Center	Emergency Family Shelter Program	\$30,000	\$9,607	\$200,000
R	Spanish Center	Community Outreach and Translations	\$32,260	\$7,205	\$25,000
S	Urban League of Racine and Kenosha, Inc.	Urban League Tax Smart Savings Project	\$45,704	\$9,607	\$4,000
U	Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$19,910	\$4,803	\$1,500
V	Women & Children's Horizons	Legal Advocacy	\$30,000	\$11,528	\$84,000

2009 CDBG Subgrantee Agreement List

	Applicant	Project Title	Amount Received	Start Date	End Date
A	Boys & Girls Club of Kenosha	Gang Prevention Program	\$20,703	January 1, 2009	December 31, 2009
B	Bridges Community Center	Crisis Prevention Service Facilitator	\$7,646	January 1, 2009	December 31, 2009
C	Carpenter's Home Improvement, Inc.	Carpentry Career & Tech Ed. Program (KUSD)	\$48,042	July 1, 2009	June 30, 2010
D	ELCA Urban Outreach Center	Job Readiness Support	\$12,000	January 1, 2009	December 31, 2009
E	Kemper Center, Inc.	Exterior Repairs & Restoration of Structure on Historic Site	\$35,000	August 1, 2009	July 31, 2010
F	Kenosha Achievement Center, Inc.	Accessible Landing and Ramp	\$20,769	September 1, 2009	August 31, 2010
G	Kenosha Area Family & Aging Service	Volunteer Escort Program	\$5,000	January 1, 2009	December 31, 2009
H	Kenosha Community Health Center	Expansion of Access to Prenatal Health Care	\$86,000	January 1, 2009	December 31, 2009
I	Kenosha County UW-Extension	Neighborhood Revitalization & Community Connections	\$7,000	January 1, 2009	December 31, 2009
J	Kenosha Human Development Services	Roof at 5407 Eighth Avenue	\$49,500	August 1, 2009	July 31, 2010
K	Kenosha Literacy Council, Inc.	Literacy for Life Adult Education Program	\$5,287	June 1, 2009	May 31, 2010
L	Kenosha YMCA	Frank Neighborhood Project	\$25,000	January 1, 2009	December 31, 2009
M	Legal Action of Wisconsin, Inc.	Homeless Assistance and Homeless Prevention	\$2,950	January 1, 2009	December 31, 2009
N	MargaretAnn's Place	Grief Support Services for Children	\$3,500	January 1, 2009	December 31, 2009
O	New Song Ministries, Inc.	Re-Entry Project	\$5,391	January 1, 2009	December 31, 2009
P	The Potter's Center	Equipping Your Family	\$2,750	January 1, 2009	December 31, 2009
Q	Shalom Center	Emergency Family Shelter Program	\$25,000	January 1, 2009	December 31, 2009
R	Spanish Center	Community Services and Translations	\$4,992	August 1, 2009	July 31, 2010
S	Urban League of Racine and Kenosha, Inc.	Urban League Tax Smart Savings Project	\$10,000	September 1, 2009	August 31, 2010
T	Urban League of Racine and Kenosha, Inc.	Facility Improvements	\$2,492	January 1, 2009	December 31, 2009
U	Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$5,000	January 1, 2009	December 31, 2009
V	Women & Children's Horizons	Legal Advocacy	\$14,000	January 1, 2009	December 31, 2009

RESOLUTION NO. 138-08

BY: FINANCE COMMITTEE

RESOLUTION TO APPROVE THE 2009 CONSOLIDATED PLAN - ANNUAL PLAN

WHEREAS, the City of Kenosha receives CDBG funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the HOME Investment Partnership Program of 1991 as amended; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designed as its Consolidated Plan; and

WHEREAS, for the purpose of the CDBG Program, public hearings were held before the CDBG Committee on July 29, September 23 and September 24, 2008; the City Plan Commission on August 7 and November 6, 2008; the Finance Committee on August 18 and November 17, 2008; and the Common Council on August 18, and November 17, 2008 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

WHEREAS, for the purpose of the HOME Program, public hearings were held before the Finance Committee on November 17, 2008 and the Common Council on November 17, 2008 to consider the 2009 Program Description and obtain citizen comments on housing needs; and

WHEREAS, the 2009 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$1,041,462 and project allocations are based on this amount; and

WHEREAS, if the actual 2009 CDBG Entitlement Grant is less than \$1,041,462, program allocations will be adjusted in proportion to each project allocation; and

WHEREAS, if the actual 2009 CDBG Entitlement Grant is more than \$1,041,462, funds will be used in accordance with the 2009 Fund Allocation Plan approved by the Common Council on August 18, 2008, Item #17; and

WHEREAS, the 2009 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$477,495 and proposed allocations are based on this amount; and

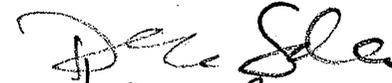
WHEREAS, if the actual 2009 HOME Entitlement Grant is more or less than \$477,495, the program allocation will be adjusted in proportion to each activity allocation approved in the 2009 Program Description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council, that the 2009 Consolidated Plan - Annual Plan is approved; and

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

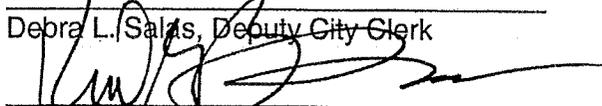
Dated this 17th day of November, 2008.

ATTEST:



Debra L. Salts, Deputy City Clerk

APPROVE:



Keith G. Bosman, Mayor

City of Kenosha, Wisconsin
2009 CDBG Program

Public Service

Applicant	Project Title	Amount
Potter's Center	Equipping Your Family	2,750
Legal Action of Wisconsin, Inc.	Homeless Assistance and Homeless Prevention Project	2,950
MargaretAnn's Place	Project Healing Hearts 2009	3,500
Spanish Center	Community Services and Translations/Interpretations	4,992
Keno Area Family & Aging Service	Volunteer Escort Program	5,000
Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	5,000
Kenosha Literacy Council, Inc.	"Literacy for Life" Adult Education Program	5,287
New Song Ministries, Inc.	Kenosha County Re-Entry Service Project	5,391
Kenosha County UW-Extension	Neighborhood Revitalization & Community Connections	7,000
Bridges Community Center	Crisis Prevention Service Facilitator	7,646
Urban League	Urban League Tax Smart Savings Project	10,000
ELCA Urban Outreach Center	Job Readiness Support	12,000
Women & Children's Horizons	Legal Advocacy	14,000
Boys & Girls Club of Kenosha	Gang Prevention Programs	20,703
Kenosha YMCA	Frank Neighborhood Project	25,000
Shalom Center	Emergency Family Shelter Program	25,000
		156,219

Housing and Neighborhood Improvement

Applicant	Project Title	Amount
Urban League	Facility Improvement	2,492
Kenosha Achievement Center, Inc.	Entrance Landing and Ramp	20,769
Kemper Center, Inc.	Exterior Repairs & Restoration (Chimney)	35,000
Carpenter's Home Improvement, Inc.	Carpentry Career & Tech Ed. Program	48,042
Kenosha Human Dev. Services	Roof at 5407 Eighth Avenue	49,500
Kenosha Community Health Center	Expansion of Access to Prenatal Health Care	86,000
City of Kenosha, Public Works	Street Improvements	435,148
		676,951

Planning/Administration

Applicant	Project Title	Amount
City of Kenosha	Program Administration/Comprehensive Planning	208,292

Total 2009 CDBG Program

1,041,462

Subgrantee Agreement

SUB-GRANTEE AGREEMENT

THIS AGREEMENT, is entered into on the **17th**, day of **August 2009**, by and between **Kenosha Achievement Center, Inc.** (hereinafter referred to as the "CONTRACTOR"), and the City of Kenosha, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

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

I. **RETENTION OF SERVICES.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, **January 1, 2009** all in accordance with the terms and conditions of this Contract to begin no earlier than , and continue through **December 31, 2009**.

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

A. Use of Funds

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

B. Compensation

The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum sum of **\$20,769.00** inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required.

C. Program Income

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

III. **DELIVERABLE ITEMS.**

A. Financial Information and Reports

1. Through the Department of City Development of the City of Kenosha, hereinafter referred to as "DEPARTMENT", the CONTRACTOR shall report to the CITY all costs incurred under this Agreement through Monthly Activity Reports and Financial Reports. Such reports shall be in the format provided to the CONTRACTOR by the DEPARTMENT and shall be provided to the DEPARTMENT within 10 days of the end of each month.
2. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as

deemed necessary by the CITY. Such records shall be maintained by qualified personnel and in a timely manner.

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

B. Performance/Compliance Information

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

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

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

C. Reporting Requirements

The CONTRACTOR shall maintain, in conjunction with the DEPARTMENT, an evaluation reporting system, in such manner and form as determined by the DEPARTMENT, utilizing the programmatic and fiscal data gathered through the operation of the project to demonstrate the project's impact on the CITY. The following reports will be submitted by the tenth working day of the month for the previous calendar month.

1. Monthly Narrative (Exhibit D);

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

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

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

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

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

IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than **December 31, 2009** which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to amend, modify, change, correct or expand there on until the Contract is fully completed.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance

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

B. Place of Performance

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

C. Additional Fringe or Employee Benefits

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

D. Taxes, Social Security and Government Reporting

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

E. Subcontracting

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

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

A. Cost Incurred

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

B. Payment Policies and Procedures

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

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

C. Reversion of Funds and Assets

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

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

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

*Kenosha Achievement Center, Inc.
1218 79th Street
Kenosha, WI 53143
Attention: Paula Williams*

and to the CITY at:

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

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

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

X. ENFORCEMENT.

A. Remedies for Noncompliance

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

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

B. Hearings, Appeals

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

C. Effects of Suspension and Termination

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

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

D. Relationship to Debarment and Suspension

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

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

Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
 - B. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

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

writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXI. OTHER PROVISIONS.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contractor, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

Part II is Attached X

Not Applicable _____

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

CITY OF KENOSHA,
A Municipal Corporation

CONTRACTOR

By: _____
Mayor Keith G. Bosman

By: _____
Board President

Countersigned:

Countersigned:

By: _____
Michael Higgins, Clerk/Treasurer/Assessor

By: _____

Date: _____

Date: _____

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

- I. **DEFINITIONS.** As used in this Contract:
- A. "CITY" means the City of Kenosha, a Wisconsin municipal corporation.
 - B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.
- II. **SPECIAL REQUIREMENTS.** If Federal Community Development Block Grant Funds are involved, then any unused funds under this Contract may be suspended or terminated upon the following:
- A. The CITY'S refusal to further participate in the Community Development Block Grant Program; or
 - B. The suspension or termination of the Community Development Block Grant Funds to the CITY under a federal or state act.
- III. **IDENTIFICATION OF DOCUMENTS.** All reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use, shall contain the following information on the front cover of title page (or in the case of maps, in an appropriate block): Name of agency, month and year of preparation, name of the CONTRACTOR and the following notation covering federal assistance.
- The preparation of this report, map, document, etc. was financed in part through a grant from the **Department of Housing and Urban Development, under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended)** (e.g., the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974, or other, as the case may be.)
- IV. **INTEREST IN CERTAIN FEDERAL OFFICIALS.** No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.
- V. **OPPORTUNITIES FOR RESIDENTS.** In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.
- VI. **COPYRIGHTS.** If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.
- VII. **PATENTS.** Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent production on such invention or discovery shall be sought and how the rights in the invention or discover, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

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

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provision of Section 3, the regulations set forth in 24 CFR 135 and all applicable rules and orders of the CITY issued thereunder prior to the execution of the Contract shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors and assigns to those sanctions specified by the grant or loan.

XV. EXECUTIVE ORDER 11246, ETC. During the performance of this Contract, the CONTRACTOR agrees as follows:

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

subcontract or purchase order as the CITY may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

(Exhibit A)

BUDGET

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

Rehabilitation.....\$20,769.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

1. Completion of rehabilitation work.
2. Desirable location for people to come to work and visit.

(Exhibit C)

CONFLICT OF INTEREST REQUIREMENTS

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

Among the major requirements are the following:

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

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

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

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

(Exhibit E)

Service Provider Report Form

AGENCY:	Kenosha Achievement Center, Inc.
PROGRAM:	Accessible Landing and Ramp
CONTACT PERSON:	
REPORTING PERIOD:	
DATE SUBMITTED:	

***Boys & Girls Club
of Kenosha***

(Exhibit A)

BUDGET

**Boys and Girls Club of Kenosha, Inc.
Gang Prevention Program**

Gang Prevention Program.....\$20,703.00

(Exhibit B)

SCOPE OF SERVICES

Boys and Girls Club of Kenosha, Inc.
Gang Prevention

A. General Description of Services

1. Utilize funds to provide Gang Prevention programming to include homework help, structured activities and computer learning to career exploration and job skills training to a minimum of 65 youths.
2. Use of the funds will expand the following program activities:
 - *Expansion of after school youth athletic programs* at targeted schools for fall flag football, winter basketball and spring soccer.
 - *Expansion of the summer basketball program* for targeted neighborhoods to provide elementary and middle school youth with a safe, supervised place to play basketball.
 - *Increase youth's constructive use of time* by providing intentional opportunities that incorporate fun experience with supportive, caring mentors.
 - *Expand outreach services for Hispanic youth* to ensure programming and activities are accessible to this targeted population.
 - Expand the job skills/work readiness training programs for teens to ensure their future economic success by providing *subsidized youth employment opportunities* in collaboration with Professional Services Group/Community Impact Programs.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. 85% of participants will not receive new or additional citations, delinquency charges or increased legal status while in programming.
2. 60% of participants will improve their school attendance.
3. 60% of participants will progress grade levels on time.
4. 90% of participants will indicate they have at least one (1) positive adult in their life.
5. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

***Bridges Community
Center***

(Exhibit A)

BUDGET

**Bridges Community Center
Crisis Prevention Service Facilitator**

Salary and fringe benefits of Crisis Prevention Services Facilitator.....\$7,646.00

(Exhibit B)

SCOPE OF SERVICES

**Bridges Community Center
Crisis Prevention Service Facilitator**

A. General Description of Services

1. Utilize for funds salary and fringe benefits of a Crisis Prevention Services Facilitator to:
 - a. Assist members who have recently received crisis stabilization at psychiatric hospitals.
 - b. Provide trained professional and paraprofessional staff to work with mentally ill adults one-on-one and in groups.
2. The following goals shall result in the use of the funds:
 - a. Offer crisis prevention planning services to adults diagnosed with major mental illness in Kenosha County.
 - b. Reduce symptoms and severe emotional distress in the population of adults diagnosed with major mental illness in Kenosha County.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Reduction in symptoms and emotional distress measured through surveys and direct reporting from mental health consumers.
2. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

***Carpenter's Home
Improvement, Inc.***

(Exhibit A)

BUDGET

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

Salary and fringe benefits of Journeyman Carpenter.....\$48,042.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

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

***ELCA Urban Outreach
Center***

(Exhibit A)

BUDGET

**ELCA Urban Outreach Center
Job Readiness Support**

Personal care items.....	\$2,000.00
Transportation assistance.....	\$1,000.00
Salaries.....	\$7,000.00
Prescription assistance.....	<u>\$2,000.00</u>
TOTAL.....	\$12,000.00

(Exhibit B)

SCOPE OF SERVICES

**ELCA Urban Outreach Center
Job Readiness Support**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Local residents will utilize the telephone, fax machine or Internet 1,305 times in their efforts to find employment, medical assistance, transportation or housing.
2. There will be 3,600 visits to the Clothing Closet.
3. 300 Kenoshans will receive bus rides to/from their job interviews or medical appointments.
4. 300 families in Kenosha will be better able to take care of their children and other family members because they have received personal care packages.
5. 140 adults will successfully use the Internet to access their W-2 accounts, apply for jobs, complete a resume, or search for basic needs.
6. 140 adults will use the Internet and Microsoft programs to access employment information, apply for jobs, or create job resumes.
7. 75 Kenoshans will receive fuel gift cards for important appointments.
8. Report on the number of persons assisting with:
 - a. New access to the services.
 - b. Improved access to the services.

Kemper Center, Inc.

(Exhibit A)

BUDGET

**Kemper Center, Inc.
Exterior Repairs & Restoration of Structure on Historic Site**

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

(Exhibit B)

SCOPE OF SERVICES

**Kemper Center, Inc.
Exterior Repairs & Restoration of Structure on Historic Site**

- A. General Description of Services
1. Utilize funds to perform preservation work for the following items on the smokestack located on the Kemper Center complex located at 6501 Third Avenue.
 - Masonry will be cleaned, replaced and tuckpointed
- B. Additional Provisions
1. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
 2. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
 3. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
 4. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 6301 Third Avenue.
 5. Since the Kemper Center is a designated local landmark, approval of all work must be received by the State Historical Society, the National Advisory Council, and the Kenosha Historic Preservation Commission prior to the start of the renovation.

***Kenosha Achievement
Center, Inc.***

(Exhibit A)

BUDGET

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

Rehabilitation.....\$20,769.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

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

C. Measurable Outcomes

1. Completion of rehabilitation work.
2. Desirable location for people to come to work and visit.

***Kenosha Area Family &
Aging Service***

(Exhibit A)

BUDGET

**Kenosha Area Family & Aging Service
Volunteer Escort Program**

Salary and fringe benefits of Transportation Coordinator.....\$5,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha Area Family & Aging Service
Volunteer Escort Program**

A. General Description of Services

1. Utilize funds to provide rides to medical appointments and other essential activities for frail elderly and disabled persons who do not drive and have difficulty using City buses or wheel chair accessible vans.
2. The following goals shall result in the use of the funds:
 - a. Provide rides for 200 frail elderly and disabled persons to medical appointment and other essential activities.
 - b. Provide 2,500 roundtrips to and from medical appointments and other essential activities.
 - c. To recruit 35 community volunteers to provide rides in their own vehicles.
 - d. To improve the quality of life for frail elderly and disabled persons.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

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

1. 95% of the riders will be satisfied with the services
2. 95% of the drivers will be satisfied with volunteer management services.
3. 90% of the riders will report that their access to the services has been improved.
4. Number of persons assisted with:
 - a. With new access to the services
 - b. With improved access to the services

***Kenosha Community
Health Center***

(Exhibit A)

BUDGET

**Kenosha Community Health Center
Expansion of Access to Prenatal Health Care**

Prenatal Equipment.....	\$36,000.00
Construction Costs.....	<u>\$50,000.00</u>
TOTAL.....	\$86,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha Community Health Center
Expansion of Access to Prenatal Health Care**

A. General Description of Services

1. Utilize funds for the acquisition of medical equipment to operate a Prenatal Care Program.
2. Utilize funds for the construction of examination rooms at the 4536 22nd Avenue Clinic.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.
2. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
3. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.

C. Measurable Outcomes

1. Serve 200 women annually.
2. Ten (10) providers and support staff positions will be accomplished through this project.

Kenosha County
UW-Extension

(Exhibit A)

BUDGET

**Kenosha County UW-Extension
Neighborhood Revitalization & Community Connections**

Project Coordinator.....	\$5,400.00
Program/Education Training.....	<u>\$1,600.00</u>
TOTAL.....	\$7,000.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha County UW-Extension
Neighborhood Revitalization & Community Connections**

A. General Description of Services

1. Utilize funds for salary and program expenses to promote the following goals:
 - a. Improve individual and family economic well-being by organizing community resources and services to enhance employability and increase neighborhood employment opportunities.
 - b. Utilize the neighborhood's housing stock to improve the overall economic viability of the community and its residents by creating opportunities for sustainable home ownership and by providing home improvement education to existing homeowners.
 - c. Support long-term economic stability and growth by promoting and strengthening the capacity of residents to value diversity and work together to identify, address and monitor critical revitalization issues.
 - d. Strengthen linkages between resident needs and available city services and community resources (i.e., small neighborhood parks) in order to improve the community's overall quality of life.
 - e. Improve vocational preparedness and potential for self-sufficiency for youth.
2. Kenosha County UW-Extension will continue to work with existing neighborhood groups and block captains to identify, address, monitor, and develop an action plan for implementing the Neighborhood Revitalization Strategies started in July 2003. The role of the Project Coordinator will be to serve as the connecting agent between the neighborhood and the resources of the community with the purpose of implementing the Neighborhood Revitalization Strategies for each HUD designated area.
3. The Project Coordinator will coordinate implementation activities that directly complement objectives for each of the following NRSA goals:
 - a. Resident leadership capacity
 - b. Neighborhood and community linkages
 - c. Individual and family economic well-being
 - d. Parks and neighborhood beautification
 - e. Children and youth
 - f. Diversity

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Specific outcomes from the Lincoln and Columbus NRSA's include:
 - a. Community outreach activities established in one (1) or more sites (Columbus NRSA Goals #1 and #4).
 - b. Outreach to Hispanic residents initiated (Columbus NRSA Goal #4).
 - c. Cost effective methods established to disseminate information about City and other services to residents (Columbus NRSA Goal #5).

- d. City service delivery assessed to determine opportunities for improvement (Columbus NRSA Goal #5).
- e. Cooperative relationship between residents and school administrations established and functioning (Lincoln NRSA Goal #1).
- f. Add five (5) blocks to the existing Lincoln Community Alliance (Lincoln NRSA Goal #3).
- g. One (1) neighborhood event focusing on ethnic/cultural diversity conducted (Lincoln NRSA Goal #3).
- h. Two (2) park events attract a minimum of 200 neighborhood and City residents (Lincoln NRSA Goal #1).
- i. Neighborhood beautification efforts contribute to a 5% reduction in the number of residential structures classified as deficient or substandard (Columbus NRSA Goal #2).
- j. One (1) new Neighborhood Watch established; and add five (5) blocks to the existing Lincoln Community Alliance (Columbus NRSA Goal #4; Lincoln NRSA Goal #3).
- k. Two (2) economic development/business workshops conducted to support business start-ups and/or expansions (Lincoln NRSA Goal #4).
- l. Increase leadership capacity of residents in Columbus and Lincoln neighborhoods (Lincoln NRSA Goal #4, Columbus NRSA Goal #4).

***Kenosha Human
Development Services***

(Exhibit A)

BUDGET

**Kenosha Human Development Services
Roof at 5407 Eighth Avenue**

Rehabilitation.....\$49,500.00

(Exhibit B)

SCOPE OF SERVICES

**Kenosha Human Development Services
Roof at 5407 Eighth Avenue**

A. General Description of Services

1. Utilize funds for rehabilitation of the facility located at 5407 Eighth Avenue.

➤ Roof

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Number of persons assisted with:

- a. New access to the facilities.
- b. Improved accesses to the facilities.

***Kenosha Literacy
Council, Inc.***

(Exhibit A)

BUDGET

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

Salary and fringe benefits.....\$5,287.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

1. Utilize funds to provide reading and writing services to adults that have less than a fifth grade literacy level.
2. The process of preparing new students for either one-on-one tutoring or an other learning situation shall include:
 - a. Evaluation of potential students reading level.
 - b. Match each student with an appropriate tutor or placement in Learning Lab.
 - c. Develop a lesson plan from evaluation results.
 - d. Supply one to three literacy textbooks.
3. Funds may be used to cover expenses incurred by the project for salary and fringe benefits of staff providing service

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Provide 50 hours of tutoring to 200 students.
2. Provide 1,000 hours of tutoring and homework help in the Learning Lab.
3. Provide 500 hours of tutoring and homework help in Saturday drop-in sessions.
4. Provide 125 hours of small group instruction.
5. 90% of students who have participated for one (1) full year will increase their reading abilities by at least two (2) levels.
6. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Kenosha YMCA

(Exhibit A)

BUDGET

**Kenosha YMCA
Frank Neighborhood Project**

Salary and fringe benefits.....	\$17,500.00
Supplies.....	\$4,500.00
Transportation.....	<u>\$3,000.00</u>
TOTAL.....	\$25,000.00

(Exhibit B)
SCOPE OF SERVICES

Kenosha YMCA
Frank Neighborhood Project

A. General Description of Services

1. Utilize funds to provide:
 - a. sport or recreational activities
 - b. planned field trips
 - c. neighborhood activities
 - d. community service projects
 - e. home visits
 - f. teaching of life skills
2. Funds reimbursed under the terms of this Agreement are to be used to cover costs of providing services to 110 individuals.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Increase the number of developmental assets experienced by the youth.
2. Develop a support network with families to provide education and advocacy by scheduling at least two (2) home visits per week and organizing parental trainings.
3. Improve school attendance, reduce school behavior problems and reduce the incidence of crime.
4. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

***Legal Action of
Wisconsin, Inc.***

Exhibit A)

BUDGET

**Legal Action of Wisconsin, Inc.
Homeless Assistance and Homeless Prevention**

Salary and fringe benefits.....\$2,950.00

(Exhibit B)

SCOPE OF SERVICES

**Legal Action of Wisconsin, Inc.
Homeless Assistance and Homeless Prevention**

A. General Description of Services

1. Utilize funds for salary and fringe benefits to provide civil legal service to low income persons who are threatened with homelessness, either because of domestic violence, an eviction, foreclosure or loss of income or resources.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Five (5) persons will gain access to social security or unemployment benefits
2. Ten (10) households will receive eviction or foreclosure legal assistance
3. Number of persons assisted with:
 - a. New access to the services
 - b. Improved access to the services.

MargaretAnn's Place

(Exhibit A)

BUDGET

**MargaretAnn's Place
Grief Support Services for Children**

Salary and fringe benefits.....\$3,500.00

(Exhibit B)

SCOPE OF SERVICES

**MargaretAnn's Place
Grief Support Services for Children**

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Program Director to provide free peer support groups, literature, and education to thirty (30) children who are coping with death and dying.
2. Utilize funds to provide services to children who are grieving the death of a parent or sibling who died a traumatic death.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Eighty percent (80%) of program participants will:
 - a. Show an increased awareness that they are not alone.
 - b. Actively engage in discussion while addressing grief issues and/or activities.
 - c. Develop confidence in managing their grief and advocating for their needs.
2. Report the number of persons assisted:
 - a. Overall
 - b. With new access to the services
 - c. With improved access to the services

New Song Ministries, Inc.

(Exhibit A)

BUDGET

**New Song Ministries, Inc.
Re-Entry Project**

Salary and fringe benefits for Direct Services Facilitator.....\$5,391.00

(Exhibit B)

SCOPE OF SERVICES

**New Song Ministries, Inc.
Re-Entry Project**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Increase the length of stay in the community without revocation.
2. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

The Potter's Center

(Exhibit A)

BUDGET

**The Potter's Center
Equipping Your Family**

Salary and fringe benefits.....	\$2,500.00
Program materials.....	<u>\$250.00</u>
TOTAL.....	\$2,750.00

(Exhibit B)

SCOPE OF SERVICES

**The Potter's Center
Equipping Your Family**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Twenty (20) families will participate in one or more of the educational sessions and/or family activities for the purpose of sustaining a living environments.
2. Ten (10) families will participate in home based family support groups for improving a more suitable living environment through family guidance and support.
3. Five (5) families will participate in home visitation for improving parenting skills on a closer look.
4. Twenty-five (25) families will receive emergency needed items.
5. Four (4) families will receive training to become family mentors and willing to volunteer two (2) to four (4) hours per week.
6. Thirty (30) family members will participate in a youth group activity.
7. Twenty (20) mothers and twenty (20) fathers will participate in support groups.
8. Twenty (20) adults will participate in adult education such as GED, ESL.
9. Number of persons assisted with:
 - a. New access to the services
 - b. Improved access to the services.

Shalom Center

(Exhibit A)

BUDGET

**Shalom Center
Emergency Family Shelter Program**

Salary and fringe benefits of staff providing services.....\$25,000.00

(Exhibit B)

SCOPE OF SERVICES

**Shalom Center
Emergency Family Shelter Program**

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. 90% of participants will participate in educational and/or training programs.
2. 75% of participants will exhibit a positive behavioral change that will result in a positive change in their homeless status.
3. 98% of children that were not attending school when enrolled in the Emergency Shelter will be enrolled in and attend school.
4. 100% of participants will learn new life skills.
5. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.

Spanish Center

(Exhibit A)

BUDGET

**Spanish Center
Community Services and Translations**

Salary and fringe benefits of Community Outreach Coordinator.....\$4,992.00

(Exhibit B)

SCOPE OF SERVICES

**Spanish Center
Community Services and Translations**

A. General Description of Services

1. Utilize funds for salary and fringe benefits of the Community Services and Translation Program.
2. The following goals shall result in the use of the funds:
 - a. Provide interpretation, translation, and transportation to an additional 650 individuals.
 - b. 350 clients will receive translation and interpretation services.
 - c. Increase services for referral clients to other community resources and/or advocates.
 - d. Provide interpretation services to community agencies.

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Over the course of one year, 585 of 650 (90%) clients will report obtaining new knowledge about community resources.
2. Over the course of one year, 585 of 650 (90%) clients will report obtaining new knowledge about educational services provided by the Spanish Center.
3. Over the course of one year, 585 of 650 (90%) clients will report obtaining new knowledge about translation/interpretation services provided by the Spanish Center.
4. Over the course of one year, 520 of 650 (80%) clients will report using at least one resource in the community.
5. Over the course of one year, 520 of 650 (80%) clients will report using at least one educational service offered by the Spanish Center.
6. Over the course of one year, 520 of 650 (80%) clients will report using translations/ interpretation services offered by the Spanish Center.
7. Number of persons assisted with:
 - a. With new access to the services
 - b. With improved access to the services

***Urban League of Racine
and Kenosha, Inc.***

(Exhibit A)

BUDGET

**Urban League of Racine and Kenosha, Inc.
Urban League Tax Smart Savings Project**

Salary and fringe benefits of Case Manager.....	\$7,500.00
Computer.....	\$1,000.00
Supplies/Telephone/Internet.....	\$500.00
Overhead.....	<u>\$1,000.00</u>
TOTAL.....	\$10,000.00

(Exhibit B)

SCOPE OF SERVICES

**Urban League of Racine and Kenosha, Inc.
Urban League Tax Smart Savings Project**

A. General Description of Services

1. Utilize funds to educate low-income residents on:
 - a. State and Federal Tax Credits
 - b. How to complete and file State and Federal Income Tax Forms
 - c. How to open checking and savings accounts

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. One hundred (100) individuals will be provided services on State and Federal income taxes.
2. One hundred (100) individuals will open a checking/savings account.

Urban League

(Exhibit A)

BUDGET

**Urban League
Facility Improvements**

Rehabilitation.....\$2,492.00

(Exhibit B)

SCOPE OF SERVICES

**Urban League
Facility Improvements**

A. General Description of Services

1. Utilize funds for rehabilitation work at the Urban League located at 1418 68th Street.
 - Interior Residential Doors
 - Residential Window Replacement

B. Additional Provisions

1. Rehabilitation may not occur until the CITY has completed an Environmental Review for the project.
2. The CONTRACTOR agrees to comply with all requirements of the Davis Bacon Act which is administered by the CITY. (Davis Bacon applies to any contract or subcontract in excess of \$2,000 which involves the employment of laborers for the purpose of rehabilitation.)
3. Funds used under the terms of this Agreement shall be secured by the CITY through a mortgage note and lien.
4. The CITY's mortgage note and lien shall be subordinated to financing necessary for the rehabilitation and restoration of the property located at 1418 68th Street.

C. Measurable Outcomes

1. Completion of rehabilitation work.

Walkin' In My Shoes, Inc.

(Exhibit A)

BUDGET

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

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

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. 90 individuals shall be provided a backpack and related services.
2. 100% of clients shall be referred to temporary or permanent housing.

***Women & Children's
Horizons***

(Exhibit A)

BUDGET

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

Salary and fringe benefits for Coordinator of Legal Advocacy position.....\$14,000.00

(Exhibit B)

SCOPE OF SERVICES

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

A. General Description of Services

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

B. Additional Provisions

1. The services provided by the CONTRACTOR must meet the federal requirement that at least 51% of program participants be from low/moderate income families. Documentation and/or reports must be submitted by the CONTRACTOR to the CITY on a monthly basis during the term of this Agreement to verify this requirement. The CONTRACTOR is required to submit documentation on the number and type of program participants specifically, race, income, family size, whether the head of the household is male or female, and any other documentation required under federal provisions and local requirements.

C. Measurable Outcomes

1. Contact the 1,000 domestic abuse referrals from the DA's office.
2. Maintain a 95-100% satisfaction rate from clients who return surveys.
3. Number of persons assisted with:
 - a. New access to the services.
 - b. Improved access to the services.