

**PLEASE NOTE CHANGE IN DATE**

**AGENDA**

**KENOSHA COMMON COUNCIL**

**KENOSHA, WISCONSIN**

**Council Chambers – Room 200 – Kenosha Municipal Building**

**Wednesday, September 9, 2009**

**7:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

Matters referred to the Committees by the Mayor.

Presentation, Commendations and Awards by Mayor.

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

**CITIZENS' COMMENTS**

**A. REFERRALS**

**TO THE COMMITTEE ON FINANCE**

- A.1. Contract of Purchase and Sale and Development Agreement Between the Boys & Girls Club, the Redevelopment Authority and the City of Kenosha. (Also refer to City Plan Commission)
- A.2. Offer to Donate Land located north of 38th Street from Thomas and Kristine Hincz to the City of Kenosha for airport purposes, District #16. (Also refer to City Plan Commission)
- A.3. To amend the City of Kenosha Capital Improvement Program for 2009 by creating line TI-09-001 "14th Avenue – 25th Street to 31st Street" in the amount of \$150,000 with outside funding in the amount of \$150,000 and by amending 2010 in the amount of \$1,140,000 with outside funding in the amount of \$1,140,000 for a net change of \$0, District #1. (Also refer to Public Works Committee & City Plan Commission)
- A.4. To amend the City of Kenosha Capital Improvement Program by creating line CO-09-006 "80th Street from 30th Avenue to 39th Avenue" in 2009 in the amount of \$110,000 by decreasing line CO-02-001 "75th Street from 22nd Avenue to Seventh Avenue" in the amount of \$110,000 and by increasing line CO-09-006 in 2010 by \$553,500 with outside funding of \$553,500 for a net change of \$0. (Also refer to Public Works Committee & City Plan Commission)
- A.5. To amend the City of Kenosha Capital Improvement Program for 2009 by creating line CD-09-002 "Neighborhood Stabilization Program" in 2009 in the amount of \$1,737,467 with outside funding in the amount of \$1,737,467 for a net change of \$0. (Also refer to City Plan Commission)
- A.6. To amend the City of Kenosha Capital Improvement Program for 2009 by creating line FI-09-007 "Tone Alert System" in the amount of \$100,000 and reducing line FI-06-001 "Self-Contained Breathing Apparatus" in the amount of \$100,000 for a net change of \$0. (Also refer to City Plan Commission)
- A.7. To amend the City of Kenosha Capital Improvement Program for 2009 by decreasing line TR-93-010 "Bus Replacement" in the amount of \$65,000 and by increasing line TR-09-007 "35' Replacement Buses" in 2009 in the amount of \$65,000 for a net change of \$0. (Also refer to City Plan Commission)

- A.8. First Amendment to Development Agreement by and Between Boys and Girls Club of Kenosha, Inc., Boys and Girls Club of Kenosha Foundation, Inc., and the City of Kenosha, Wisconsin
- A.9. To amend the City of Kenosha Capital Improvement Program in 2009, 2010 and 2011 for project CO-08-002 "38th Street – County Highway S to I-94 East Frontage Road" by increasing 2009 in the amount of \$210,000, 2010 in the amount of \$315,000 and 2011 in the amount of \$470,000 with outside funding of \$210,000 in 2009, \$315,000 in 2010, and \$470,000 in 2011 for a net change of \$0. (Also refer to Public Works Committee & City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

- A.10. Resolution to approve a one-lot Certified Survey Map at the northeast corner of 52nd Street and 14th Avenue, District #7. (City of Kenosha) (Also refer to City Plan Commission)
- A.11. Jurisdictional Transfer Agreement between Wisconsin Department of Transportation and City of Kenosha, Districts 16 and 17. (Also refer to City Plan Commission)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.12. Proposed Ordinance Changes: Chapter 9 - Building Code, and Chapter 33 - Land-disturbing Erosion and Sediment Control Ordinance. (Also refer to Storm Water Utility Committee)

TO THE LICENSING/PERMIT COMMITTEE

- A.13. Proposed Ordinance to Repeal and Recreate Section 10.04 C.2., Regarding the Number of "Class A" Licenses that May be Granted in the City of Kenosha.

TO THE CITY PLAN COMMISSION

- A.14. Petition to rezone properties between 6102 and 6119 Sheridan Road and 838 62nd Street from IP Institutional Park to RG-2 General Residential in conformance with Section 10.02 of the Zoning Ordinance, District #2. (City Plan Commission)
- A.15. To Repeal and Recreate Section 3.17 A.7 of the Zoning Ordinance regarding food commissary permitted use in the M-1 Light Manufacturing District.

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

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

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

***(Back-up Copies Provided by City Clerk)***

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

***-0 demerit points:***

a. Jamie DeVore

***-25 demerit points:***

b. Rebecca Groth

c. Rachael Kaleck

d. Heather McGuinness

e. Kayla Petty

***-40 demerit points:***

f. Tamim Chowdhury

***-75 demerit points:***

g. Daniel Jeffery

h. Jonathan Johnston

i. Catherine Maxey

(Ayes 5: Noes 0) **HEARING**

- C.2. DENY application of Eric Christensen for a new Operator's (Bartender) license, based on material police record & false application. (Ayes 5: Noes 0)  
**HEARING**

**D. ORDINANCES 1<sup>st</sup> READING**

- D.1. By Alderpersons Jesse Downing, Anthony Nudo, Ray Misner, and Patrick Juliana – To Repeal and Recreate, Renumber and Create Various Sections Regarding Use Restrictions and Waiver of Use Restrictions of Outdoor Areas Within Licensed Premises (*Repeal and Recreate Sections 10.075 E.1. and 10.075 E.2 Regarding Use Restrictions of Outdoor Areas within Licensed Premises; to Renumber Section 10.075 J. and Section 10.075 K. and, to Create Section 10.075 J. Regarding the Waiver of Use Restrictions of Outdoor Areas Within Licensed Premises.*) (LP-Ayes 5: Noes 0) (*Back-up Copies Provided by City Attorney*)
- D.2. By Alderperson Patrick Juliana – To Repeal and Recreate Section 16.09 D.2., Regarding Recurring Violations of the Property Maintenance Code. (PSW-Ayes 4: Noes 0) (*Back-up Copies Provided by City Attorney*)

- D.3. By Alderperson Michael J. Orth – To Repeal and Recreate Section 1.03 A.9.c., Regarding Speaker Sign-up at Common Council Meetings. (*Back-up Copies Provided by City Attorney*)
- D.4. By Alderperson Stephen P. Casey – To Repeal and Recreate Sections 10.03 C., and D., Regarding Retail and Wholesale Establishments, and Retail “Class A” Liquor Licenses. (LP-Recommendation Pending) (*Back-up Copies Provided by City Attorney*)

### **E. ZONING ORDINANCES 1<sup>st</sup> READING**

#### **F. ORDINANCES 2<sup>nd</sup> READING**

- F.1. By Alderperson Ray Misner - To Repeal and Recreate Section 1.01 Entitled “Common Council”. (*PW-Ayes 4: Noes 1 & PSW-Ayes 3: Noes 0 -to approve with amendment to remove “continuous” from B.d., and add B.e. “Any alderman may be excused by the Common Council President from performing required duties”; LP-Ayes 3: Noes 1-to approve as amended by PW & PSW, with an amendment to B.e. To add “as it pertains to B.d.; Fin.-approve with an amendment to include the blue changes to the red-line copy on file in the office of the City Clerk*) (*Back-up Copies Provided by City Attorney*) (Deferred and Public Hearing Held on 8/17/09)
- F.2. By Alderman Patrick Juliana - To Repeal and Recreate Section 11.02 E (*of the Code of General Ordinances*) Regarding Objectionable Language. (*PSW-Ayes 3: Noes 1*) (*Back-up Copies Provided by City Attorney*) **PUBLIC HEARING**
- F.3. By Alderperson Ray Misner – To Amend Charter Ordinance No. 29, to Create Article IV, Section I, Subsection D, of the Civil Service System Ordinance (*for the City of Kenosha, Wisconsin*) to Require Approval of the Common Council for Satisfactory Completion of Probation for Certain City Officials. (*Back-up Copies Provided by City Attorney*) (**Requires 2/3 vote of full Common Council-12 votes**) **PUBLIC HEARING**

### **G. ZONING ORDINANCES 2<sup>nd</sup> READING**

#### **H. RESOLUTIONS**

- H.1. 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*). (*Fin.-Recommendation Pending; PW-Ayes 5: Noes 0*) (*Back-up Copies Provided by PW*) **HEARING**

- H.2. 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). (Fin.-Recommendation Pending; PW-Ayes 5: Noes 0) (Back-up Copies Provided by PW) **HEARING**
- H.3. 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. (Fin.-Recommendation Pending) (Back-up Copies Provided by City Attorney) **HEARING**
- H.4. By Committee on Public Works – To Vacate a Portion of 66<sup>th</sup> Street Located West of 34<sup>th</sup> Avenue (Pursuant to Section 66,1003(4), Wisconsin Statutes). (Halcomb/Nudo) (PW-Ayes 5: Noes 0; C.P.-Ayes 9: Noes 0) (Back-up Copies Provided by City Development) **PUBLIC HEARING**
- H.5. By the Mayor – To Approve the Revised City of Kenosha (Wisconsin) Bond Schedule for Municipal Court. (Fin.-Recommendation Pending; PSW-Ayes 4: Noes 0) (Back-up Copies Provided by City Attorney)
- H.6. By Alderperson Stephen P. Casey – To Request the Board of Water Commissioners for the City of Kenosha (Wisconsin) to Impose a Three (3) Year Moratorium on Expenditures for Commissioner Junkets. (Back-up Copies Provided by City Attorney)

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

- I.1. Appointment of Alex Martinelli to the Mayor's Youth Commission for a term to expire November 1, 2010.

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

**K. OTHER CONTRACTS AND AGREEMENTS**

- K.1. 2009 CDBG Subgrantee Agreements:
- a) Boys & Girls Club of Kenosha
  - b) Bridges Community Center
  - c) Carpenter's Home Improvement, Inc.
  - d) ELCA Urban Outreach Center
  - e) Kemper Center, Inc.
  - f) Kenosha Achievement Center, Inc.
  - g) Kenosha Area Family & Aging Service

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

(Fin.- Approve, with amendment to item f.: "start date 9/1/09-end date 8/31/10" - Ayes 5: Noes 1) (*Back-up Copies Provided by City Development*) (Deferred 8/17/09)

#### **L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- L.1. Request from City Attorney to Approve Settlement of Litigation:
  - a. Walgreen Company
  - b. Gander Mountain Company(Fin.-Recommendation Pending) (*Back-up Copies Provided by City Clerk*) (Deferred 8/17/09)  
*CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36(1) and 19.85(1)(g), the Common Council 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.*
- L.2. Request for Approval of Funds to Complete the Roosevelt Theater Raze Project. (Fin.-Recommendation Pending) (*Back-up Copies Provided by NSI*)

#### **M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

- M.1. Approve Final Acceptance of Project 08-1208 Sidewalk & Curb/Gutter Program (*67th Street to Harrison Rd - 44th Court to 47th Avenue, 43rd Avenue - 75th Street North & Parts of 74th, 73rd, and 71st Street, Miscellaneous Locations*) completed by AZAR, LLC, (*Racine, Wisconsin*) - \$585,853.24. (All Districts) (PW-Ayes 5: Noes 0) (*Back-up Copies Provided by PW*)

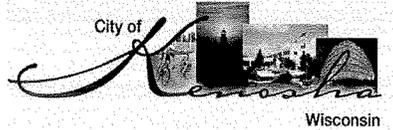
**N. RECOMMENDATIONS FROM THE COMMITTEE ON  
PUBLIC SAFETY & WELFARE**

**OTHER**

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

LEGISLATIVE REPORT  
MAYOR'S COMMENTS  
ALDERMEN'S COMMENTS

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



**KENOSHA MUNICIPAL  
BUILDING COUNCIL  
CHAMBERS ROOM 200**

**August 17, 2009**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided.

The meeting was called to order at 7:23 p.m.

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

The invocation was given by Alderperson Casey.

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

It was moved by Alderperson Ruef, seconded by Alderperson Carpenter, to approve the minutes of the meeting held August 3, 2009.

Motion carried unanimously.

At this time the Mayor presented a proclamation regarding Ovarian Cancer Awareness Month (September) to Gail Foreman of the Wisconsin Ovarian Cancer Alliance.

The Mayor then called upon Fire Chief Thomsen who presented the medal of merit to firefighters involved in the rescue of two victims of a fire on July 27, 2009.

At this time, a brief recess was taken for pictures.

The Mayor called the meeting back to order and asked Police Chief Morrissey to speak on recent police work on homicides and robberies. He also indicated a third individual involved in the Shirl's Drive-In homicide had been located. The Mayor then gave thanks to the Police Department.

Thirteen (13) Citizens spoke during Citizen's Comments: Charles Olson, George Brack, Selwayn Lane, Ryan Mukka, Trudy Harley, Carol Gaddy, Jeff Cassity, Adam Theisen, Ann Stinson, Dee Wait, August Grulick, Sandy Mulligan and Bob Danbeck.

**A. REFERRALS**

**TO THE PUBLIC SAFETY & WELFARE COMMITTEE**

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

**B. COMMUNICATIONS,**

**PETITIONS, REPORTS**

**OF DEPARTMENTS**

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

- a. 16 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses, per list on file in the office of the City Clerk.
- c. 1 application(s) for a special Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no application(s) for a Taxi Driver's license per list on file in the office of the City Clerk.

On a voice vote, motion carried.

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

-50 demerit points:

a. Dominique Gingerelli

-60 demerit points:

b. Daniel P. Brockman

c. Ryan Buffamonte

-75 demerit points:

d. Sally Zdanowicz

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

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
August 17, 2009**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

C.2. It was moved by Alderperson Nudo, seconded by Alderperson Downing, to DENY application of Bacchus Billiards LLC, (Brian D'Angelo, Agent), for a Class "B" Beer/"Class B" Liquor License located at 5010 7th Avenue, (Bacchus Billiards), based on lack of parking. (2nd District) A hearing was held. The applicant did not appear.

C.2.1. It was moved by Alderperson Nudo, seconded by Alderperson Juliana to refer the application back to the Licensing/Permit committee. On a voice vote, decision was unclear. On roll call vote, motion carried (10-5) with Alderpersons Prozanski, Orth, Downing, Bogdala and Ruffolo voting nay.

C.3. It was moved by Alderperson Ruef, seconded by Alderperson Orth, to approve application of Aces LLC, (Richard Yuenkel, Agent), for a Class "B" Beer/"Class B" Liquor License located at 2901 60th Street, (Bacis) subject to renovation of building (as indicated in Exhibit A-on file in the office of the City Clerk). (11th District) A hearing was held. Attorney Terry Rose spoke on behalf of the applicant. On roll call vote, motion carried (13-2) with Alderpersons Marks and Bogdala voting nay.

C.4. It was moved by Alderperson Juliana, seconded by Alderperson Downing, to approve applications for 1-Day Cabaret Licenses on August 22, 2009 with No Adverse Recommendations:

a. G Knows, Inc., 1912 52nd Street (Rumors) (7th District)

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

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

C.5. It was moved by Alderperson Carpenter, seconded by Alderperson Juliana, to approve application of Clubhouse Pub & Grille for a Cabaret License (1- year term) located at 2621 30th Avenue (P.J. Doghouse, Inc.) with no adverse recommendations. (5th District) A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to approve applications for Outdoor Area Amplified Music and/or Cabaret:

a. Robert Verlen, 4708 22nd Avenue (Flints Inn), August 21, 2009. (7th District)

b. Christine Raymond, 3501 14th Avenue, (Sir Arthur's Tavern), August 28, 2009. (6th District)

A hearing was held. Kerry Raymond, representing applicant b., was present to answer questions. On a voice vote, motion carried.

C.7. It was moved by Alderperson Ohnstad, seconded by Alderperson Juliana, to approve application of Sir Arthur's Tavern-Camelot Catering LLC, to change the closing time of the Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 3501-14th Avenue (Sir Arthur's Beer Gardens) to 1:30 a.m. (6th District)

A hearing was held. Kerry Raymond, representing the applicant, was present to answer questions. On a voice vote, motion carried.

**D. ORDINANCES 1ST READING**

It was moved by Alderperson Juliana, seconded by Alderperson Carpenter to send the following ordinances on their way after being read:

D.1. By Alderperson Patrick Juliana - To Repeal and Recreate Section 11.02 E (of the Code of General Ordinances)Regarding Objectionable Language.

D.2.By Alderperson Ray Misner – To Amend Charter Ordinance No. 29, to Create Article IV, Section I, Subsection D, of the Civil Service System Ordinance (for the City of Kenosha, Wisconsin) to Require Approval of the Common Council for Satisfactory Completion of Probation for Certain City Officials.

On a voice vote, motion carried.

**E. ZONING ORDINANCES 1ST READING**

**F. ORDINANCES 2ND READING**

F.1. It was moved by Alderperson Misner, seconded by Alderperson Carpenter, to adopt the proposed ordinance BY: ALDERPERSON RAY MISNER - TO REPEAL AND RECREATE SECTION 1.01 OF THE CODE OF GENERAL ORDINANCES, ENTITLED "COMMON COUNCIL".

A public hearing was held. No one spoke for or against said ordinance.

F.1.1 It was then moved by Alderperson Misner, seconded by Alderperson Carpenter to amend as presented (blue changes on red-line copy on file in the Office of the City Clerk). It was moved by Alderperson Kennedy to amend, however, motion was ruled out of order due to the original pending amendment.

On a voice vote, motion to amend as presented carried.

F.1.2. It was moved by Alderperson Casey, seconded by Alderperson Kennedy to amend by adding the verbage "and will be pre-approved by a majority vote of the Common Council" after **2. Per Diem Allowance** a.-1<sup>st</sup> & 2<sup>nd</sup> paragraphs, b.-1<sup>st</sup> & 2<sup>nd</sup> paragraphs and c. On a voice vote, decision was unclear. On roll call vote, motion failed (3-12) with Alderpersons Kennedy, Casey and Juliana voting aye.

F.1.3. It was then moved by Alderperson Casey, seconded by Alderperson Kennedy to defer for three weeks in order to form a blue ribbon committee consisting of at least Alderperson Misner, Alderperson Casey and the Mayor, to review the proposed ordinance.

F.1.4. After much discussion, it was moved by Alderperson Marks, seconded by Alderperson Juliana to move the previous question. On roll call vote, motion carried (10-5) (2/3 of members present) with Alderpersons Nudo, Casey, Misner, Prozanski and Ruffolo voting nay.

On roll call vote, motion to defer for three weeks carried (10-5) with Alderpersons Misner, Bogdala, Ruffolo, Carpenter and Ohnstad voting nay.

F.2. It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to adopt Ordinance 37-09.

A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

**ORDINANCE NO. 37-09**

**BY: ALDERPERSON TOD OHNSTAD**

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

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

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

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

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

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

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

**G. ZONING ORDINANCES 2ND READING**

G.1. It was moved by Alderperson Ruef, seconded by Alderperson Juliana, to adopt Ordinance 38-09.

A public hearing was held. No one spoke for or against said ordinance.

On roll call vote, motion carried unanimously and said ordinance was thereupon adopted as follows:

**REZONING ORDINANCE NO. 38-09**

**BY: THE MAYOR**

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

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

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

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
August 17, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

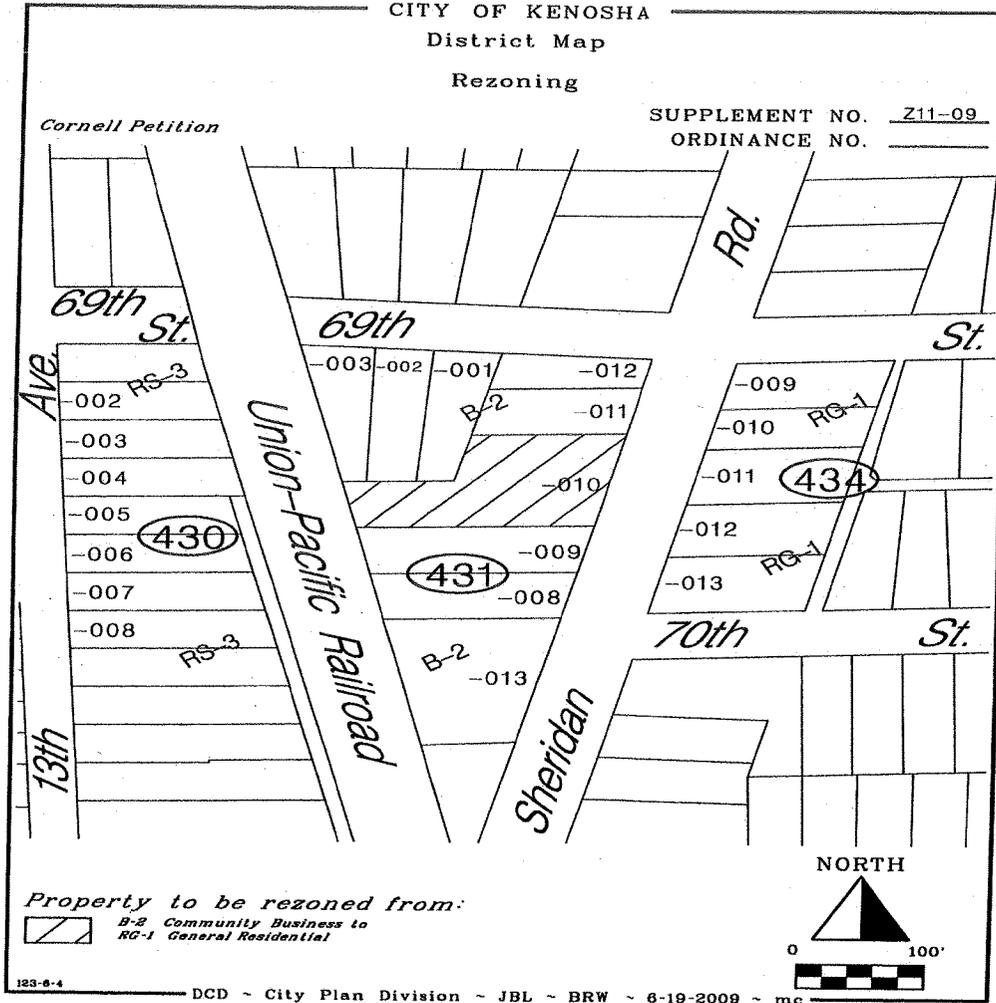
Section Two: This Ordinance shall be in full force and effect upon passage and the day after its publication.

APPROVED:

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, DEPUTY CITY CLERK



NOTE: MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE.

G.2. It was moved by Alderperson Haugaard, seconded by Alderperson Carpenter, to adopt Ordinance 39-09.

A public hearing was held. One person spoke in favor of said ordinance.

On roll call vote, motion carried (14-1) with Alderperson Misner voting nay and said ordinance was thereupon adopted as follows:

**REZONING ORDINANCE NO. 39-09**

**BY: THE MAYOR**

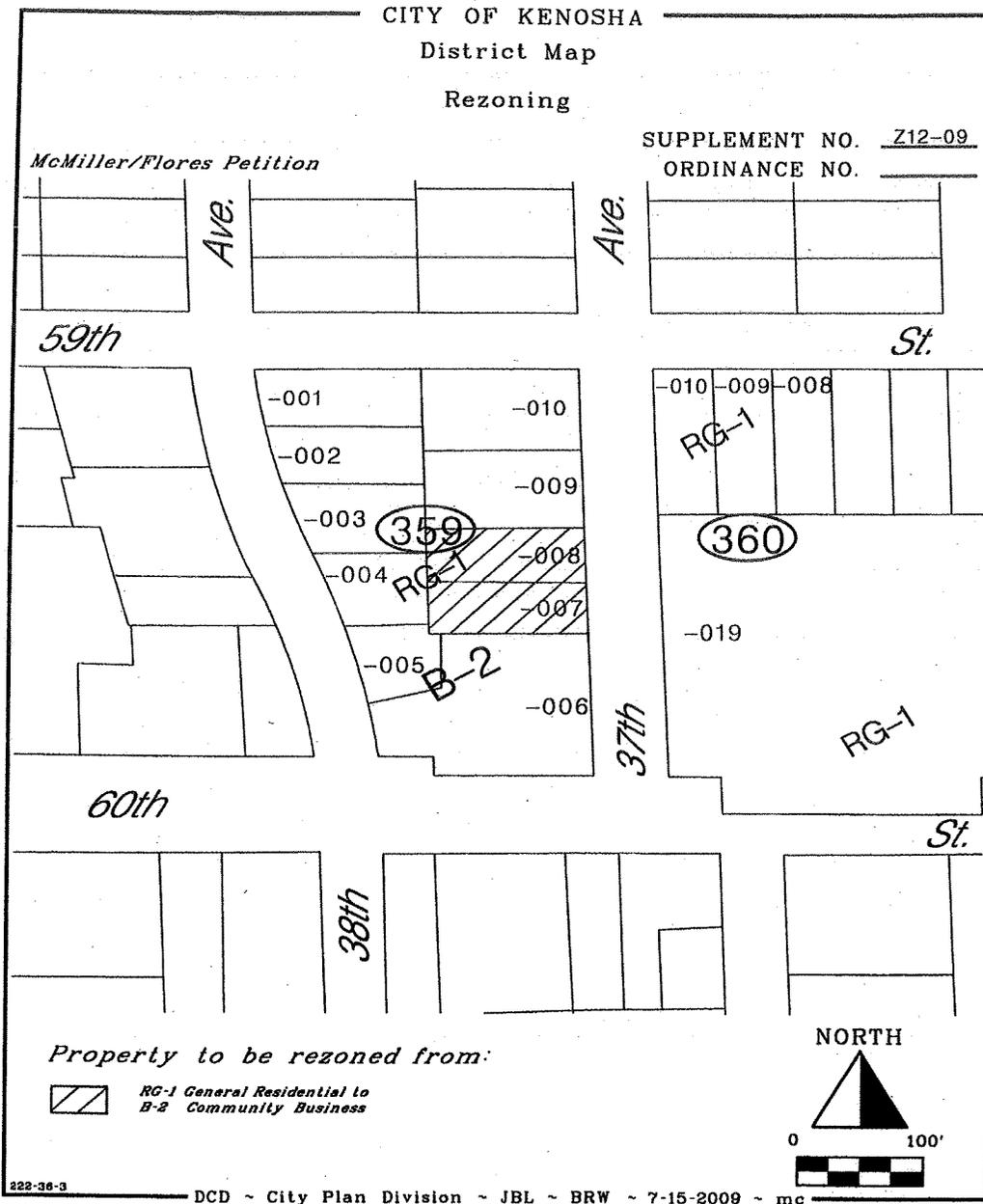
**Zoning: TO REZONE PROPERTIES LOCATED AT 5910 - 37TH AVENUE AND 5920 - 37TH AVENUE  
FROM RG-1 GENERAL RESIDENTIAL DISTRICT TO B-2 COMMUNITY BUSINESS DISTRICT**

**[McMiller/Flores]**

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

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

Section Two: The development of the property shall be consistent with the conceptual development plan for the property being rezoned, which plan was submitted by the property owner/developer, considered by the City Plan Commission on the 23rd day of July, 2009, and is on file with the



**MAPS ARE AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE.**

Department of City Development, as required in Section 10.02 A. of the Zoning Ordinance.

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

**APPROVED:**  
**KEITH G. BOSMAN, MAYOR**  
**ATTEST:**  
**DEBRA L. SALAS, DEPUTY CITY CLERK**

**H. RESOLUTIONS**

H.1. It was moved by Alderperson Haugaard, seconded by Alderperson Kennedy to adopt Resolutions 102-09 through 105-09. (H.1.a. through H.1.d.)

a. **RESOLUTION NO. 102-09**

**BY: FINANCE COMMITTEE**  
**To Specially Assess Certain**  
**Parcels of Property for**  
**Boarding and Securing**

BE IT RESOLVED, that special assessments for boarding and securing during 2009, in the total amount of \$1,599.81, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood

Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 17th day of August, 2009.

**APPROVED:**  
**KEITH G. BOSMAN, MAYOR**  
**ATTEST:**  
**DEBRA L. SALAS, DEPUTY CITY CLERK**

b. **RESOLUTION NO. 103-09**

**BY: FINANCE COMMITTEE**

**To Specially Assess Certain Parcels of Property for Trash and Debris Removal**

BE IT RESOLVED, that special assessments for trash and debris removal during 2009, in the total amount of \$855.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 17th day of August, 2009.

**APPROVED:**

COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
August 17, 2009

Keith G. Bosman, Mayor

Michael K. Higgins, City Clerk

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

c.

**RESOLUTION NO. 104-09**

**BY: FINANCE COMMITTEE**

**To Specially Assess Certain Parcels of Property for Reinspection Fees**

BE IT RESOLVED, that special assessments for reinspection fees during 2009, in the total amount of \$1,570.00, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 17th day of August, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

d.

**RESOLUTION NO. 105-09**

**BY: FINANCE COMMITTEE**

**To Specially Assess Certain Parcels of Property for Grass and Weed Cutting**

BE IT RESOLVED, that special assessments for weed/grass cutting during 2009, in the total amount of \$18,451.60, be levied against the respective parcels of property as shown by a report of the Department of Neighborhood Services and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this 17th day of August, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

H.2. It was moved by Alderperson Haugaard, seconded by Alderperson Carpenter to adopt Resolution 106-09. On roll call vote, motion carried (11-4) with Alderpersons Kennedy, Casey, Marks and Ruef voting nay and said resolution was thereupon adopted as follows:

**RESOLUTION NO. 106-09**

**BY: COMMITTEE ON FINANCE**

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

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

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

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

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

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

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

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

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

Adopted this 17th day of August, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

It was moved by Alderperson Casey, seconded by Alderperson Kennedy to adopt Resolutions 107-09 through 109-09 (items H.3. Through H.5.). On roll call vote, motion carried (14-1) with Alderperson Carpenter voting nay and said resolutions were thereupon adopted as follows:

H.3. **RESOLUTION NO. 107-09**

**BY: COMMITTEE ON PUBLIC WORKS**

**TO ORDER THE COST OF PUBLIC SIDEWALK AND/OR DRIVEWAY APPROACH CONSTRUCTION AND/OR REPLACEMENT TO BE SPECIALLY ASSESSED TO ABUTTING PROPERTY**

WHEREAS, on the 17th day of August, 2009, the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which abut the following Streets:

64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.60(16), Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced ("Work") on or before the 31st day of August, 2009, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out on or about the 1st of November. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.60(15), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 17th day of August, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

H.4. **RESOLUTION NO. 108-09**

**BY: THE MAYOR**

**TO REAUTHORIZE THE CITY OF KENOSHA TO SELF-INSURE ITS WORKER'S COMPENSATION PROGRAM**

WHEREAS, the City of Kenosha is a qualified political subdivision of the State of Wisconsin and;

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business with Wisconsin, or to be exempted (self-insured) from insuring liabilities with a carrier and thereby assuming responsibility for its own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure workers compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the City agree to continue its self-insured worker's compensation program, in compliance with Wisconsin Administrative Code DWD 80.60(3); and

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS  
August 17, 2009**

**Keith G. Bosman, Mayor**

**Michael K. Higgins, City Clerk**

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Kenosha does ordain as follows:

1. Provide for the continuation of a self-insured worker's compensation program that is currently in effect.
2. Authorize the City of Kenosha to forward certified copies of this resolution to the Worker's Compensation Division, Wisconsin Department of Workforce Development.

Adopted this 17th day of August, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

H.5.

**Resolution No. 109-09**

**By: The Mayor**

**RESOLUTION TO AUTHORIZE THE SUBMITTAL OF STATE GRANTS APPLICATIONS BY THE CITY OF KENOSHA AND THE SUBSEQUENT APPROPRIATION OF CITY OF KENOSHA FOR WISCONSIN READY FOR REUSE LOANS AND GRANTS PROGRAM**

WHEREAS, the City of Kenosha, Wisconsin recognizes that the remediation and redevelopment of a brownfield site is an important part of protection of Wisconsin's resources.

WHEREAS, in this action the City of Kenosha Common Council has declared its intent to complete the Ready for Reuse Grant activities if awarded funds; and

WHEREAS, the City of Kenosha will maintain records documenting all expenditures made during the Ready for Reuse Grant period; and

WHEREAS, the City of Kenosha will allow employees from the Department of Natural Resources access to inspect the grant site or facility and grant records; and

WHEREAS, the City of Kenosha will submit a final report to the Department which will accompany the final payment request.

NOW, THEREFORE, BE IT RESOLVED THAT The City of Kenosha requests funds and assistance available from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with state rules for the program.

Adopted this 17th day of August, 2009.

**APPROVED:**

**KEITH G. BOSMAN, MAYOR**

**ATTEST:**

**DEBRA L. SALAS, DEPUTY CITY CLERK**

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

**J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

J.1. It was moved by Alderperson Casey, seconded by Alderperson Kennedy, to approve Award of Contract for Project 09-1021 Resurfacing Phase IV (64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road) to Cicchini Asphalt, LLC, (Kenosha, Wisconsin) - \$253,000. (8th, 12th, 13th Districts) On roll call vote, motion carried (14-1) with Alderperson Carpenter voting nay.

**K. OTHER CONTRACTS AND AGREEMENTS**

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

K.1. Approve Developers Agreement between JH Bristol, LLC, the City of Kenosha and the Kenosha Water Utility for Property Generally South of 60th Street at Approximately 126th Avenue. (Hawk's Ridge Subdivision) (17th District)

K.2. Approve Warranty Deed for Dedication of 60th Street Right-of-Way at Approximately 126th Avenue. (Greco Investments) (17th District)

K.3. Approve Agreement Respecting the Employment of School Resource Officers between the City of Kenosha and Kenosha Unified School District for School Years 2009-2010, 2010-2011, and 2011-2012.

On roll call vote, motion carried (14-1) with Alderperson Carpenter voting nay.

K.4. It was moved by Alderperson Casey, seconded by Alderperson Kennedy to approve 2009 CDBG Subgrantee Agreements with amendment to f.:

- 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

K.4.1. It was then moved by Alderperson Bogdala, seconded by Alderperson Downing to refer back to the Finance Committee. On roll call vote, motion carried (8-7) with Alderpersons Haugaard, Kennedy, Casey, Prozanski, Carpenter, Ohnstad and Marks voting nay.

#### **L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

L.1. It was moved by Alderperson Marks, seconded by Alderperson Juliana, to receive and file KABA 2nd Quarter Loan Report. On a voice vote motion carried.

L.2. It was moved by Alderperson Ohnstad, seconded by Alderperson Carpenter to defer the request from City Attorney to Approve Settlement of Litigation:

- a. Walgreen Company
  - b. Gander Mountain Company
- On a voice vote, motion carried.

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

L.3. Sale of Land at 4624 73rd Place from the City of Kenosha to Philip and Barbara Pofahl (15th District).

L.4. Disbursement Record #14 – \$22,034,362.50.

On roll call vote, motion carried unanimously.

#### **M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

#### **ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Ruef, seconded by Alderperson Downing, to adjourn at 10:40 p.m.

On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
DEPUTY CITY CLERK**

**C1-2**

**Recommendations from the  
Committee on Licensing/Permits  
September 9, 2009**





**Operator (Barrender) License Police Record Report**

**Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/30/09	N594	6/30/11	Rachael A Kaleck	7/27/85	5119 24th Pl	Spanky's Bar & Grill and Texas Roadhouse	

Check Here if No Adverse Record Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-23-05	UNDERAGE LIQUOR VIOLATION 2005FO0716	GUILTY	Y	25


**Item # C.1.c**  
**City of Kenosha**  
**Common Council Agenda**  
**9/9/09**

City Attorney Recommendation :

Offense Demerit Points (above) 25

Were all offenses listed on application? \* Yes 0

Total Demerit Points 25

\*Offense not listed = 25 demerit points

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

City Attorney Comments:

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

**Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
7/31/09	N595	6/30/11	Heather E McGuinness	1/25/87	3705 15th St Apt 2B		

Check Here if No Adverse Record

Driver's License Status: **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
10-20-07	UNDERAGE LIQUOR VIOLATION 2007FO1985	GUILTY	Y	25


**Item # C.1.d**  
**City of Kenosha**  
**Common Council Agenda**  
**9/9/09**

City Attorney Recommendation :

Offense Demerit Points (above)	25
Were all offenses listed on application?*	Yes 0
Total Demerit Points	25

\*Offense not listed = 25 demerit points.

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

City Attorney Comments:



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

**Applicant Information**

Date of Application	7/25/09	License Number	N607	Expiration Date	6/30/11	Name	Tamim Chowdhury	Date of Birth	5/1/80	Address	1532 30th Ave #2A	Business (where license is to be used)	Bella Lounge	Business Address	5301 22nd Ave
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Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
06-14-09	LIQUOR, MINOR LOTTERY IN TAVERN SALE TO U/A 1088839	DISPO PENDING	Y	15
				25


**Item # C.I.F.**  
**City of Kenosha**  
**Common Council Agenda**  
**9/9/09**

City Attorney Recommendation :

Offense Demerit Points (above)	40
Were all offenses listed on application?*	0
<b>Total Demerit Points</b>	<b>40</b>

\*Offense not listed = 25 demerit points.

X	Grant, Subject to	40	Demerit Points
DENY, based on material police record (substantially related to the license activity)			
DENY, based on material police record (substantially related to the license activity) & false application			

City Attorney Comments:

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

**Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
8/14/09	N-1590	6/30/11	Daniel J Jeffery	9/19/89	1751 Birch Rd Apt 24	CVS Pharmacy	3726 22nd Ave

Check Here if No Adverse Record  Driver's License Status **SUSPENDED**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
09-21-08	UNDERAGE LIQUOR VIOLATION 2008FO0708	GUILTY	N	25
12-07-08	UNDERAGE LIQUOR VIOLATION	GUILTY	N	25


**Item # C.1.g**  
**City of Kenosha**  
**Common Council Agenda**  
**9/9/09**

City Attorney Recommendation :

Offense Demerit Points (above)	50
Were all offenses listed on application?*	No
Total Demerit Points	75

\*Offense not listed = 25 demerit points.

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

City Attorney Comments:

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

**Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
8/10/09	N611	6/30/11	Jonathan A Johnston	1/5/81	2247 s. Muskego Ave, Milwaukee, WI 53215		6305 120th Ave

Check Here if No Adverse Record

Driver's License Status: **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
05-26-05	Disorderly Conduct – Iron County	Guilty	N	25
10-04-05	Disorderly Conduct – Bayfield County	Guilty	N	25


**Item # C.1.h**  
**City of Kenosha**  
**Common Council Agenda**  
**9/9/09**

City Attorney Recommendation :

Offense Demerit Points (above)	50
Were all offenses listed on application?*	No
Total Demerit Points	75

\*Offense not listed = 25 demerit points.

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

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

City Attorney Comments:

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

**Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
8/09	N629	6/30/11	Catherine L Maxey	6/2/59	1706 15th St	Cabin Fever	

Check Here if No Adverse Record

Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
11-09-04	OPERATING AFTER REVOCATION	GUILTY	N	25
05-21-09	OPERATING WHILE SUSPENDED	GUILTY	Y	25


**Item # C.1.i**  
**City of Kenosha**  
**Common Council Agenda**  
**9/9/09**

City Attorney Recommendation :

Offense Demerit Points (above)	50
Were all offenses listed on application?*	NO
Total Demerit Points	75

\*Offense not listed = 25 demerit points.

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

City Attorney Comments:

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

**Applicant Information**

Date of Application	License Number	Expiration Date	Name	Date of Birth	Address	Business (where license is to be used)	Business Address
8/6/09	N605	6/30/11	Eric C Christensen	3/24/88	924 75th St		

Check Here if No Adverse Record  Driver's License Status **VALID**

Date of Charge	Offense	Status	Was Offense Listed on Application? (Y/N)	Points
01-10-06	UNDERAGE LIQUOR VIOLATION	GUILTY	N	25
06-12-06	UNDERAGE LIQUOR VIOLATION	GUILTY	N	25
07-20-06	UNDERAGE LIQUOR VIOLATION N632979	GUILTY	N	25
11-26-06	DRUGS 2006CF1247 (misd)	GUILTY	Y	35
07-20-06	TRESPASSING N632971	GUILTY	N	25


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

City Attorney Recommendation :

Offense Demerit Points (above)	135
Were all offenses listed on application?*	No
Total Demerit Points	160

\*Offense not listed = 25 demerit points.

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

City Attorney Comments:

**D1-4**

**Ordinances 1st Reading  
September 9, 2009**



ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON JESSE L. DOWNING  
 ALDERPERSON ANTHONY NUDO  
 ALDERPERSON RAY MISNER  
 ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SECTIONS 10.075 E.1. AND 10.075 E.2. OF THE CODE OF GENERAL ORDINANCES, REGARDING USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES; TO RENUMBER SECTION 10.075 J. AND SECTION 10.075 K.; AND, TO CREATE SECTION 10.075 J. REGARDING THE WAIVER OF USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES**

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

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

1. Cabaret Licenses shall not be extended thereto, and no activities specified in **Section 10.07 A.** shall be permitted therein.
2. There shall be no amplified music or sound.

**Section Two:** Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as Section 10.075 K.

**Section Three:** Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

**J. Restriction Waiver.** Upon written application to the City Clerk/Treasurer, the restrictions of Subsections E.1. and E.2. shall be waived if the application is filed seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.; if the application is co-sponsored by

the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, co-sponsored by a member of the Committee on Licenses/Permits; and, if the Licensee/Applicant has not been issued a municipal citation for a violation of Chapter 10 of the Code of General Ordinances and/or Wisconsin Statutes Section 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be referred to the Committee on Licenses/Permits for review. Said Committee shall recommend to the Common Council either the granting or denial of the application. Upon review, the Common Council may grant or deny the waiver application. Each application shall be made on forms furnished by the City Clerk/Treasurer and requires payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application at the time the application is filed with the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.

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

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT,  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

REDLINE VERSION

BY: ALDERPERSON JESSE L. DOWNING  
ALDERPERSON ANTHONY NUDO  
ALDERPERSON RAY MISNER  
ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SECTIONS 10.075 E.1. AND 10.075 E.2. OF THE CODE OF GENERAL ORDINANCES, REGARDING USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES; TO RENUMBER SECTION 10.075 J. AND SECTION 10.075 K.; AND, TO CREATE SECTION 10.075 J. REGARDING THE WAIVER OF USE RESTRICTIONS OF OUTDOOR AREAS WITHIN LICENSED PREMISES

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

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

1. Cabaret Licenses shall not be extended thereto, and no activities specified in Section 10.07 A. shall be permitted therein. ~~The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.~~

2. There shall be no amplified music or sound. ~~The Common Council, upon written request and payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application, may waive this prohibition. Applications shall be made on forms furnished by the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.~~

**Section Two:** Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby renumbered as Section 10.075 K.

**Section Three:** Section 10.075 J. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby created as follows:

J. Restriction Waiver. Upon written application to the City Clerk/Treasurer, the restrictions of Subsections E.1. and E.2. shall be waived if the application is filed seventy-two (72) hours prior to the date for which the waiver is sought, not including weekends and holidays, commencing at 8:00 A.M. of the day following the date at which a properly completed application was filed with the City Clerk/Treasurer; if the proposed waiver is limited to the hours of 10:00 A.M. to 10:00 P.M.; if the application is co-sponsored by the Alderperson of the district in which the license is located, or in the event that the Alderperson of the district is unavailable, co-sponsored by a member of the Committee on Licenses/Permits; and, if the Licensee/Applicant has not been issued a municipal citation for a violation of Chapter 10 of the Code of General Ordinances and/or Wisconsin Statutes Section 125 within the three hundred sixty-five (365) days preceding the application date. Should the applicant not meet the preceding qualifications, the application shall be referred to the Committee on Licenses/Permits for review. Said Committee shall recommend to the Common Council either the granting or denial of the application. Upon review, the Common Council may grant or deny the waiver application. Each application shall be made on forms furnished by the City Clerk/Treasurer and requires payment of a nonrefundable processing fee of Fifty (\$50.00) Dollars per application at the time the application is filed with the City Clerk/Treasurer. Licensees shall be limited to no more than two (2) days of waiver per licensing term.

**Section Four:** This Ordinance shall become effective upon passage

and publication.

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT,  
Assistant City Attorney



ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SECTION 16.09 D.2. OF THE  
CODE OF GENERAL ORDINANCES REGARDING  
RECURRING NOTICES AND ORDERS FOR RECURRING  
VIOLATIONS OF THE PROPERTY MAINTENANCE CODE**

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

**Section One:** Section 16.09 D.2. of the Code of General Ordinances

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

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code, or order issued pursuant to Charter Ordinance No. 28, no further notice and order shall be necessary following a third complaint and violation of this Code, or order issued pursuant to Charter Ordinance No. 28, or any combination thereof, within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

ORDINANCE NO. \_\_\_\_\_

**\*REDLINE VERSION\***

BY: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SECTION 16.09 D.2. OF THE  
CODE OF GENERAL ORDINANCES REGARDING  
RECURRING NOTICES AND ORDERS FOR RECURRING  
VIOLATIONS OF THE PROPERTY MAINTENANCE CODE**

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

**Section One:** Section 16.09 D.2. of the Code of General Ordinances

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

2. Whenever there has been a complaint and subsequent notice of violation and order issued to the responsible person or tenants, where relevant, for any violation of this Code, ~~or order issued pursuant to Charter Ordinance No. 28~~, no further notice and order shall be necessary following a third complaint and violation of this Code, ~~or order issued pursuant to Charter Ordinance No. 28, or any combination thereof~~; within a twelve (12) month period prior to the commencement of any reinspection fees and/or forfeiture action, or prior to seeking an injunction in a court of record.

**Section Two:** This Ordinance shall become effective upon passage

and publication.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney



ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON MICHAEL J. ORTH

**TO REPEAL AND RECREATE SECTION 1.03 A.9.c. OF THE  
CODE OF GENERAL ORDINANCES, REGARDING  
SPEAKER SIGN-UP AT COMMON COUNCIL MEETINGS**

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

**Section One:** Section 1.03 A.9.c. of the Code of General Ordinances

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

**c. Speaker Sign-Up:** Speakers must personally sign in with the City Clerk/Treasurer between 6:30 P.M. and the 7:00 P.M., prior to commencement of the Common Council meeting and provide their home address, including city, village or town. Only speakers who are timely signed in will be permitted to speak. The City Clerk/Treasurer, during Citizen's Comments, will call speakers forward, two (2) at a time.

**Section Two:** This Ordinance shall become effective upon passage

and publication.

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON MICHAEL J. ORTH

**TO REPEAL AND RECREATE SECTION 1.03 A.9.c. OF THE CODE OF GENERAL ORDINANCES, REGARDING SPEAKER SIGN-UP AT COMMON COUNCIL MEETINGS**

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

**Section One:** Section 1.03 A.9.c. of the Code of General Ordinances

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

**c. Speaker Sign-Up:** Speakers must personally sign in with the City Clerk/Treasurer between 6:30 P.M. and the 7:00 P.M., prior to commencement of the Common Council meeting and provide their **home** address, **including city, village or town**. Only speakers who are timely signed in will be permitted to speak. The City Clerk/Treasurer, during Citizen's Comments, will call speakers forward, two (2) at a time.

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

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney



ORDINANCE NO. \_\_\_\_\_

BY: ALDERMAN STEPHEN P. CASEY

**TO REPEAL AND RECREATE SECTIONS 10.03 C. AND D.  
OF THE CODE OF GENERAL ORDINANCES REGARDING  
RETAIL AND WHOLESALE ESTABLISHMENTS, AND  
RETAIL "CLASS A" LIQUOR LICENSES**

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

**Section One:** Sections 10.03 C. and D. of the Code of General

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

**C. Retail and Wholesale Establishments.**

1. Upon receipt of an application for a new Retail Class "A", Class "B", "Class B" or "Class C" License or combination thereof or Wholesale License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether or not the license should be granted.

2. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, and all other information before it and make a recommendation to the Common Council.

3. In determining whether a new Class "A", Class "B", or "Class B" License or combination thereof should be granted, or transfer of such license approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding properties or the neighborhood within six (6) blocks of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within six (6) blocks of the licensed premises.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future

development.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police power of the City.

4. A "Class C" License may be issued to a person qualified under Section 125.04(5), Wisconsin Statutes, for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50%) percent of gross receipts, and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50%) percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" License may not be issued to a foreign corporation, a foreign liability company or a person acting as agent for or in the employ of another.

#### **D. Retail "Class A" Liquor Licenses.**

1. Upon receipt of an application for a new Retail "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether or not the license should be granted.

2. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, and all other information before it and make a recommendation to the Common Council.

3. In determining whether a new "Class A" License should be granted, or transfer of such license approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,280 feet of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood. In determining substantial negative impact, the Common Council shall consider whether the licensed premises has parking pursuant to the parking and loading requirements contained within Section 6.0 of the Zoning Ordinance for the City of Kenosha, and whether the licensed premises is consistent with any applicable neighborhood and/or zoning plan on file with the Department of City Development.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within 5,280 feet of the licensed premises. In determining whether there is an overconcentration of licensed establishments, "overconcentration" shall mean more than ten (10) "Class A" or "Class B" establishments within 5,280 feet of the licensed premises in a residential district and more than fifteen (15) "Class A" or "Class B" establishments in a business district. Residential district shall include zoning districts RR-1, RR-2, RR-3, Rs-1, Rs-2, Rs-3, Rd, Rg-1, Rg-2, Rm-1, Rm-2 and Rm-3 as defined by Section 3 of the Zoning Ordinance for the City of Kenosha, Wisconsin. Business district shall include business districts B-1, B-2, B-3 and B-4 as defined by Section 3 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future development, whether shelf space dedicated to "Class A" liquor products exceeds 1,000 square feet, and whether a business plan has been submitted by the applicant with their application.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police

power of the City.

4. The area where "Class A" beverages are stored or displayed on "Class A" premises shall be physically closed to customers on the premises during the hours that the sale of "Class A" beverages are not permitted.

5. Each "Class A" licensed establishment shall employ a minimum of two (2) employees to be on premises during the hours in which the sale of "Class A" beverages are permitted.

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

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT,  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: ALDERMAN STEPHEN P. CASEY

**\*\*REDLINE VERSION\*\***

**TO REPEAL AND RECREATE SECTIONS 10.03 C. AND D. OF  
THE CODE OF GENERAL ORDINANCES REGARDING RETAIL  
AND WHOLESALE ESTABLISHMENTS, AND RETAIL "CLASS  
A" LIQUOR LICENSES**

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

**Section One:** Sections 10.03 C. and D. of the Code of General Ordinances

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

**C. Retail and Wholesale Establishments.**

1. Upon receipt of an application for a new Retail Class "A", Class "B", "Class B" or "Class C" License or combination thereof or Wholesale License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether or not the license should be granted.

~~2. Along with any application for a Class "A", Class "B" or "Class B" License or combination thereof, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the applicant shall file with the City Clerk/Treasurer an Economic Impact Statement estimating the impact of the license, if issued, upon the City economy. The Economic Impact Statement shall identify the ownership, value, and square footage of the premises to be licensed; estimate the number of persons to be employed full time and the number of persons to be employed on a part time basis; estimate the gross monthly revenue by each of the following categories: "alcoholic beverages", "food", "other"; and the basis for all estimates given. The information submitted shall be true, correct and complete in all material respects. Should the license be granted, or transferred and issued, and the licensee fails to achieve a minimum of seventy (70%) percent of the gross revenue estimated by applicant during the first full license term from the date the license is granted or transferred, the license may be suspended, revoked or not renewed. This paragraph shall not apply to renewals of existing licenses, after the first full license year, or to conditional surrenders of existing licenses, coupled with a new application for a license at the same location.~~

~~3.~~ 3. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, ~~the Economic Impact Statement, if one is required,~~ and all other information before it and make a recommendation to the Common Council.

~~3.~~ 4. In determining whether a new Class "A", Class "B", or "Class B" License or combination thereof should be granted, or transfer of such license approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

- a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.
- b. Whether the proposed development will have a substantial negative impact upon the surrounding

properties or the neighborhood within six (6) blocks of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within six (6) blocks of the licensed premises.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future development.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police power of the City.

~~5- Where a license is granted or transferred following review of an Economic Impact Statement, the economic impact of the licensed premises shall be reviewed by the Committee on Licenses/Permits at the license application renewal review following the first full license year.~~

~~4. 6-~~ A "Class C" License may be issued to a person qualified under Section 125.04(5), Wisconsin Statutes, for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50%) percent of gross receipts, and which does not have a barroom or for a restaurant in which the sale of alcohol beverages accounts for less than fifty (50%) percent of gross receipts and which has a barroom in which wine is the only intoxicating liquor sold. A "Class C" License may not be issued to a foreign corporation, a foreign liability company or a person acting as agent for or in the employ of another.

#### D. Retail "Class A" Liquor Licenses.

1. Upon receipt of an application for a new Retail "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the City Clerk/Treasurer shall send copies thereof to the Department of Neighborhood Services and Inspections, the Fire Department, the Health Department, and Police Department. The Department of Neighborhood Services and Inspections, the Fire Department, and Health Department, either jointly or severally, within ten (10) days of receiving such copies, shall make a report, in writing, to the Committee on Licenses/Permits, as to whether the premises meet the requirements of this Chapter and the Building, Zoning, Fire, and Health Codes. The Police Department shall report, in writing, to the City Attorney as to any police record of the applicant for a new license (not a statutory transfer of a license), which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether or not the license should be granted.

~~2- Along with any application for a "Class A" License, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the applicant shall file with the City Clerk/Treasurer an Economic Impact Statement estimating the impact of the license, if issued, upon the City economy. The Economic Impact Statement shall identify the ownership, value, and square footage of the premises to be licensed; estimate the number of persons to be employed full time and the number of persons to be employed on a part time basis; estimate the gross monthly revenue by each of the following categories: "alcoholic beverages", "Class A" beverages, "food", "other"; and the basis for all estimates given. The information submitted shall be true, correct and complete in all material respects. Should the license be granted, or transferred and issued, and the licensee fails to achieve a minimum of seventy (70%) percent of the gross revenue estimated by applicant during the first full license term from the date the license is granted or transferred, the license may be suspended, revoked or not renewed. This paragraph shall not apply to renewals of existing licenses, after the first full license year, or to conditional surrenders of existing licenses, coupled with a new application for a license at the same location.~~

~~2. 3-~~ The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, ~~the Economic Impact Statement, if one is required~~, and all other information before it and make a recommendation to the Common Council.

~~3. 4-~~ In determining whether a new "Class A" License should be granted, or transfer of such license

approved, the Common Council shall consider the following factors giving to each whatever weight is appropriate in the particular factual circumstances:

a. Whether the applicant meets statutory and City licensing requirements and the premises to be licensed being in compliance with all applicable City Zoning and General Ordinances.

b. Whether the proposed development will have a substantial negative impact upon the surrounding properties or the neighborhood within 5,280 feet of the licensed premises, in terms of lowering property values, increasing noise, as defined in **Chapter 23** of the General Ordinances, or traffic congestion, or otherwise have a negative effect on the existing or planned character of the neighborhood. In determining substantial negative impact, the Common Council shall consider whether the licensed premises has parking pursuant to the parking and loading requirements contained within Section 6.0 of the Zoning Ordinance for the City of Kenosha, and whether the licensed premises is consistent with any applicable neighborhood and/or zoning plan on file with the Department of City Development.

c. Whether there is an overconcentration of licensed establishments in the neighborhood within 5,280 feet of the licensed premises. In determining whether there is an overconcentration of licensed establishments, "overconcentration" shall mean more than ten (10) "Class A" or "Class B" establishments within 5,280 feet of the licensed premises in a residential district and more than fifteen (15) "Class A" or "Class B" establishments in a business district. Residential district shall include zoning districts RR-1, RR-2, RR-3, Rs-1, Rs-2, Rs-3, Rd, Rg-1, Rg-2, Rm-1, Rm-2 and Rm-3 as defined by Section 3 of the Zoning Ordinance for the City of Kenosha, Wisconsin. Business district shall include business districts B-1, B-2, B-3 and B-4 as defined by Section 3 of the Zoning Ordinance for the City of Kenosha, Wisconsin.

d. Whether the operation of licensed premises will have a significant, positive influence on the City economy. In determining significant, positive influence on the City economy, the Common Council may consider the number of licenses available and the advisability of holding a license for possible future development, whether shelf space dedicated to "Class A" liquor products exceeds 1,000 square feet, ~~if the projected gross revenue from "Class A" products exceeds Ten Thousand (\$10,000.00) Dollars per month~~, and whether a business plan has been submitted by the applicant with their application.

e. Any other facts which reasonably relate to the public safety and welfare, or the legitimate police power of the City.

~~4. 5-~~ The area where "Class A" beverages are stored or displayed on "Class A" premises shall be physically closed to customers on the premises during the hours that the sale of "Class A" beverages are not permitted.

~~5. 6-~~ Each "Class A" licensed establishment shall employ a minimum of two (2) employees to be on premises during the hours in which the sale of "Class A" beverages are permitted.

~~7- Where a license is granted or transferred following review of an Economic Impact Statement, the economic impact of the licensed premises shall be reviewed by the Committee on Licenses/Permits at the license application renewal review following the first full license year.~~

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

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

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

Passed:  
Published:

Drafted By:  
MATTHEW A. KNIGHT, Assistant City Attorney

**F1 - 3**

**Ordinances 2nd Reading  
September 9, 2009**



ORDINANCE NO. \_\_\_\_\_

BY: ALDERPERSON RAY MISNER

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

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

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

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

**1.01 COMMON COUNCIL**

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

**B. Duties of Alderpersons.**

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

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

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

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

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

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

**C. Compensation.**

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

Dollars per annum. Commencing on the third Tuesday of April, 1998, each Alderperson shall be paid a salary of Five Thousand Five Hundred (\$5,500) Dollars per annum.

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

ORDINANCE NO. \_\_\_\_\_

DRAFT August 17, 2009

Blue Indicates Changes

Requested By Ald. Misner

on August 17, 2009

BY: ALDERPERSON RAY MISNER

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

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

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

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

**1.01 COMMON COUNCIL**

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

**B. Duties of Alderpersons.**

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

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

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

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

**d. 2. Constituent Contact.** It is encouraged that each Alderperson every ~~Each~~ calendar month provide an ~~continuous~~ eight (8) hour period of service availability to constituents, which eight (8) hour period will be exclusive of any other responsibilities; said service availability must be provided through public concourse, including, but not limited to, listening sessions, in-home constituent visits, or attendance an aldermanic office.

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

**3. Absences.**

**a. Excused.** Any Alderperson who will be absent from a meeting to which the Alderperson is responsible to attend shall have the obligation of contacting the presiding officer of that body. If the presiding officer excuses the Alderperson, at the initiation of the meeting, after the roll call, the

presiding officer shall cause the Clerk to note for the minutes that the Alderperson is excused. Any member of the body may object to the excused nature of the absence; in the event of an objection, the excused nature of the absence shall be put to a vote of the body. A majority of those of the body in attendance is required to sustain the objection.

b. **Unexcused.** In the event that an absence is deemed unexcused, whether by inability of the Alderperson to contact the presiding officer in advance of the meeting, the refusal of the presiding officer to excuse the absence, or sustained objection by the body, the Alderperson may appeal the unexcused nature of the absence to the body at the next meeting attended by the Alderperson. Notice of such appeal shall be made in a sufficient time to enable it to be placed on an agenda in due course. Such appeal need not be in writing. Such appeal will not be in the nature of reconsideration. Such appeal will be granted and the absence(s) excused by a majority vote of those of the body in attendance.

### C. Compensation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney



ORDINANCE NO. \_\_\_\_\_

BY: ALDERMAN PATRICK JULIANA

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

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

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

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

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

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

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

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT,  
Assistant City Attorney

ORDINANCE NO. \_\_\_\_\_

\*REDLINE VERSION

BY: ALDERMAN PATRICK JULIANA

**TO REPEAL AND RECREATE SECTION 11.02 E. OF THE  
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**Section Two:** This Ordinance shall become effective upon passage

and publication.

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT,  
Assistant City Attorney



**CHARTER ORDINANCE NO. 37**

**BY: ALDERPERSON RAY MISNER**

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

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

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

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

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

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

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

**H 1 - 6**

**Resolutions**  
**September 9, 2009**

Project #08-1012



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 (39<sup>th</sup> Avenue - 67<sup>th</sup> Street to 60<sup>th</sup> 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 9<sup>th</sup> day of September, 2009.

Approved:

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

Attest:

\_\_\_\_\_  
Debra L. Salas, Deputy City Clerk



**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 (67<sup>th</sup> Street to Harrison Rd - 44<sup>th</sup> Court to 47<sup>th</sup> Avenue, 43<sup>rd</sup> Avenue - 75<sup>th</sup> Street North & Parts of 74<sup>th</sup>, 73<sup>rd</sup>, and 71<sup>st</sup> 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 9<sup>th</sup> day of September, 2009.

Approved:

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

Attest:

\_\_\_\_\_  
Debra L. Salas, Deputy City Clerk



BY: COMMITTEE ON FINANCE

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

**WHEREAS**, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended, 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: \_\_\_\_\_

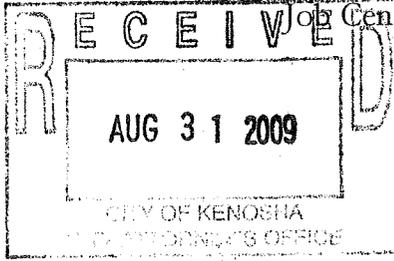
Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney



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

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

11.) 6104 30th Av PARCEL # 01-122-01-231-017

**OWNER OF RECORD:**

Debra Smith  
7621 50th Av  
Kenosha WI 53142

Cleanup Date: 07/28/09

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
<b>TOTAL:</b>	<b><u>160.00</u></b>

12.) 2016 61st St PARCEL # 05-123-06-228-021

**OWNER OF RECORD:**

Don M Angotti  
P O Box 275  
Kenosha WI 53141

Cleanup Date: 07/28/09

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
<b>TOTAL:</b>	<b><u>160.00</u></b>

13.) 1516 69th St PARCEL # 05-123-06-307-008

**OWNER OF RECORD:**

Jason Scofield  
1516 69th St  
Kenosha WI 53143

Cleanup Date: 07/20/09

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	350.00
Certified Mail	5.54
Newspaper Posting	
<b>TOTAL:</b>	<b><u>430.54</u></b>

14.) 6119 39th Av PARCEL # 01-122-01-232-008

**OWNER OF RECORD:**

Tanya Schneeberger  
6119 39th Av  
Kenosha WI 53142

Cleanup Date: 08/10/09

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	100.00
Certified Mail	
Newspaper Posting	
<b>TOTAL:</b>	<b><u>175.00</u></b>

15.) 1706 59th St PARCEL # 12-223-31-383-014

**OWNER OF RECORD:**

Eric Daniels  
Christina Melendez  
P O Box 37  
Kenosha WI 53141

Cleanup Date: 08/14/09

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	100.00
Certified Mail	
Newspaper Posting	
<b>TOTAL:</b>	<b><u>175.00</u></b>

16.) 1520 87th St PARCEL # 06-123-18-203-017

**OWNER OF RECORD:**

Steven Johnson  
Naomi Trocinski  
10717 Sam Reynolds Rd  
Justin, TX 76247

Cleanup Date: 08/17/09

**ASSESSMENT:**

Administrative Fee	75.00
Clean up	100.00
Certified Mail	11.08
Newspaper Posting	
<b>TOTAL:</b>	<b><u>186.08</u></b>

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**



<p><b>FACT SHEET</b></p> <p>Kenosha City Plan Commission</p>	<p>City Plan Division          625 - 52<sup>nd</sup> Street          Kenosha, WI 53140          (262) 653-4030</p>	<p>July 23, 2009</p>	<p>Item 3</p>
<p>Petition to vacate a portion of 66th Street west of 34th Avenue, District #11. (Halcomb/Nudo) PUBLIC HEARING</p>			

**LOCATION/SURROUNDINGS:**

Site: Portion of 66th Street west of 34th Avenue  
 Zoned: M-1 Light Manufacturing District

**NOTIFICATIONS/PROCEDURES:**

A Lis Pendens has been filed with the Register of Deeds. The vacation has been initiated by petition. Abutting property owners have been notified by certified mail. A Class III notice will be published by City Development for the Common Council meetings. This item also been referred to the Public Works Committee and Alderman Nudo, representing the district, has been notified.

**ANALYSIS:**

- A petition has been filed by the abutting property owner to vacate a small portion of this dead end street. The street is a gravel street.
- The existing right-of-way is forty (40') feet wide. If the street right-of-way is vacated, the property to the south would receive the extra property.
- City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City ordinances.

**RECOMMENDATION:**

Since the dead-end street right-of-way is not required for public use, a recommendation is made to approve the vacation, subject to the recording of all requested easements.

B. R. W.  
 Brian R. Wilke, Development Coordinator

[Signature]  
 Jeffrey B. Laban, Director of City Development

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



CITY PLAN  
REAL ESTATE  
HISTORIC PRESERVATION  
COMMUNITY DEVELOPMENT BLOCK GRANT  
REDEVELOPMENT

JEFFREY B. LABAHN  
Director of City Development

July 8, 2009

Travis Halcomb  
6220 50th Avenue  
Kenosha, WI 53142-3101

VIA CERTIFIED MAIL

Dear Mr. Halcomb:

**RE: Proposed Street Vacation at 66th Street west of 34th Avenue (Halcomb/Nudo)**

The City of Kenosha has a Resolution to vacate a Street pending before its Common Council. The street is located at 66th Street, west of 34th Avenue, as shown on the enclosed map.

Since you own property abutting the right-of-way to be vacated, I am notifying you of the following public hearings:

Thursday, July 23, 2009 at 5:00 p.m. in Room 202 of the Municipal Building, 625 52nd Street, before the City Plan Commission. The Plan Commission will make recommendation to the Common Council.

Wednesday, September 9, 2009 at 7:00 p.m. in Room 200 of the Municipal Building, 625 52nd Street. This will be a public hearing and the Common Council will take action on the proposed vacation.

If you have any questions, please call me at (262) 653-4030

Sincerely,

CITY DEVELOPMENT

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

Brian R. Wilke  
Development Coordinator

BRW:kas  
Enclosure

c: Alderman Nudo

Document No.	RESOLUTION NO. _____
	<p align="center">Document Title</p> <p align="center"><b>BY: COMMITTEE ON PUBLIC WORKS</b></p> <p align="center"><b>[UTILITY EASEMENT]</b></p> <p align="center"><b>TO VACATE A PORTION OF 66TH STREET LOCATED WEST OF 34TH AVENUE PURSUANT TO SECTION 66.1003(4), WISCONSIN STATUTES [Halcomb/Nudo]</b></p>
	Recording Area
	Name & Return Address: Office of the City Clerk/Treasurer, Municipal Building, Room 105, 625 - 52 <sup>nd</sup> Street, Kenosha, Wisconsin 53140

01-122-01-257-012 & 01-122-01-256-001  
Parcel Identification # (PIN)

**WHEREAS**, the public interest requires the vacation of a portion of 66th Street located West of 34th Avenue.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, an alley, described in Exhibit "A" and legally described as follows:

**All of a part of 66th Street, west of 34th Avenue, in Fairview Park, Harry L. Goldbergs Addition, a subdivision of record in the Northwest Quarter of Section 1, Town 1 North, Range 22 East of the Fourth Principal Meridian, said part of 66th Street to be vacated being further described as follows:**

**Beginning at the northwest corner of Lot 222 in said subdivision; thence North 55°58'00" East along the easterly line of the (former) Chicago and Northwestern Railway right-of-way, as shown on said subdivision plat, a distance of 67.51 feet to the north line of said 66th Street; thence South 2°18'00" West at right angle to the north line of 66th Street; 40.00 feet to the south line of said 66th Street; thence North 87°42'00" West along said south line, 54.39 feet to the point of beginning; bearings and distances herein being based on said subdivision plat.**

be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all Utilities, including the City, furnishing gas, sewer, water, electric, telephone and related services, and any City Cable T.V. Franchise Holder, shall have reserved to them or are hereby and

herein given and granted, the right, permission, and authority to inspect, repair and maintain their respective existing installation and Utilities in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities and Franchise Holder are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Among the specific beneficiaries of this easement shall be the City of Kenosha, City of Kenosha Water Utility, S.B.C. (formerly Ameritech), Wisconsin Electric Power Company, and any holder of a City Cable T.V. Franchise. Easement holders shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by easement holders to effectively use their easements, although easement holders shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights. However, any easement holder may waive their rights hereunder and consent to the construction of a building or structure upon vacated property.

**IT IS FURTHER UNDERSTOOD** that the area vacated will accrue to the abutting property owners according to law.

**BE IT FURTHER RESOLVED** that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

**BE IT FURTHER RESOLVED** that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

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

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

CITY OF KENOSHA

DISTRICT MAP

SUPPLEMENT NO. V1-09

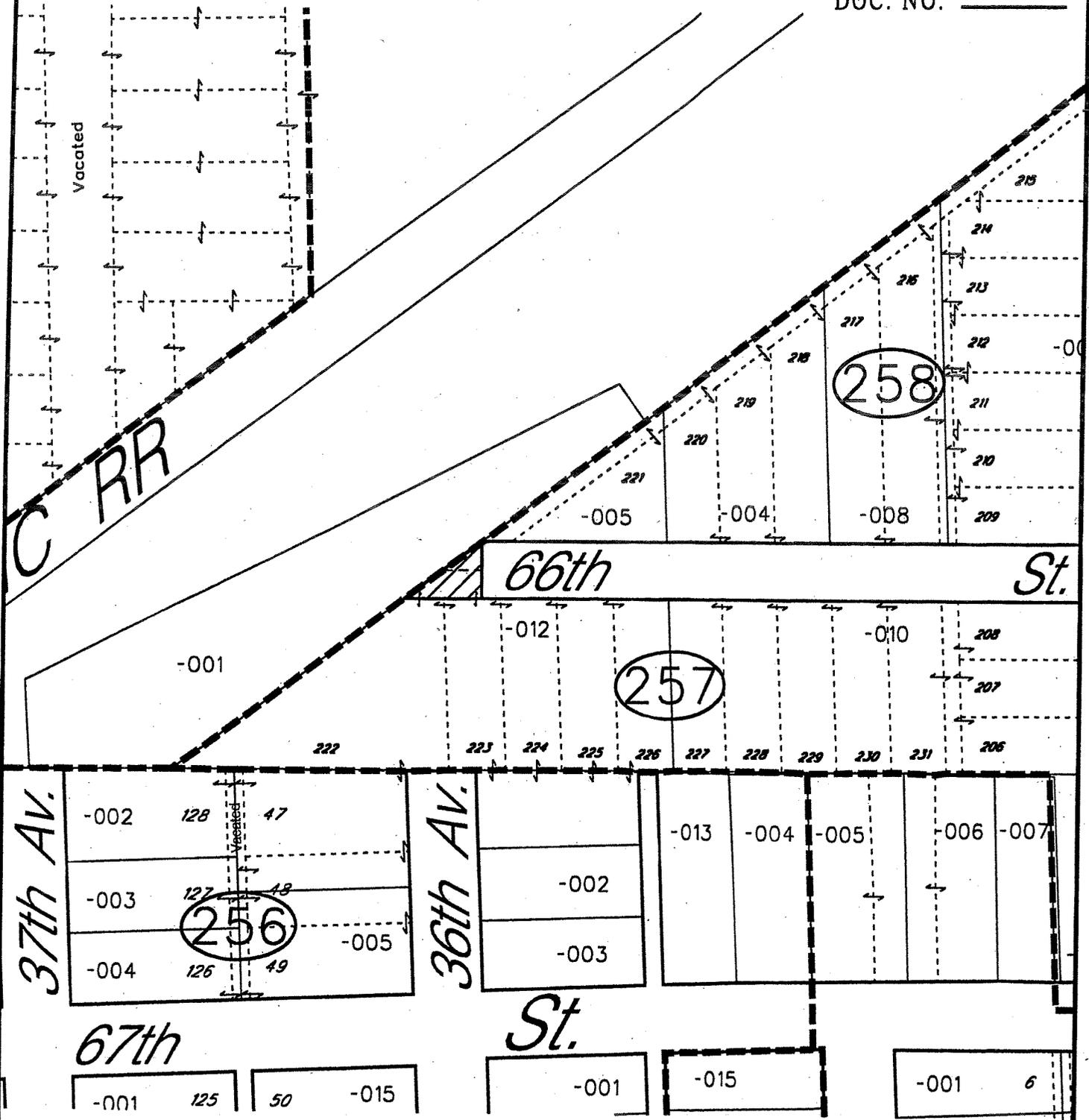
VACATION

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

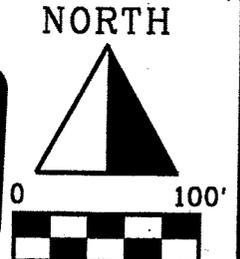
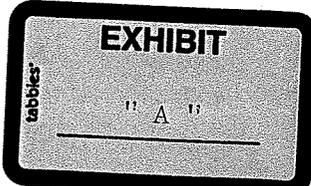
LIS PENDENS

DOC. NO. \_\_\_\_\_

*Halcomb / Nudo Petition*



*Street Petitioned to be Vacated.*





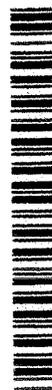
LIS PENDENS  
STATE OF WISCONSIN

Document Number

**PLEASE TAKE NOTICE** that an application is now pending before the Common Council of the City of Kenosha, Wisconsin, the object of which is discontinued interest of the City of Kenosha, a Municipal Corporation, in the street located on 66th Street at approximately 36th Avenue, further described as follows:

All of a part of 66th Street, west of 34th Avenue, in Fairview Park, Harry L. Goldbergs Addition, a subdivision of record in the Northwest Quarter of Section 1, Town 1 North, Range 22 East of the Fourth Principal Meridian, said part of 66th Street to be vacated being further described as follows:

Beginning at the northwest corner of Lot 222 in said subdivision; thence North 55°58'00" East along the easterly line of the (former) Chicago and Northwestern Railway right-of-way, as shown on said subdivision plat, a distance of 67.51 feet to the north line of said 66th Street; thence South 2°18'00" West at right angle to the north line of 66th Street, 40.00 feet to the south line of said 66th Street; thence North 87°42'00" West along said south line, 54.39 feet to the point of beginning; bearings and distances herein being based on said subdivision plat.



DOCUMENT

1594186

RECORDED  
At Kenosha County, Kenosha, WI 53140  
Louise I. Principec, Register of Deeds  
on 7/08/2009 at 2:35PM  
90028336 \$11.00

JENF

REGDEED3

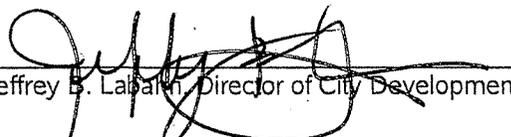
Recording Area

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

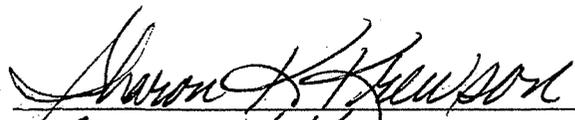
Parcel Identification Number (PIN)

01-122-01-257-012 & 01-122-01-256-001

Dated at Kenosha this 7<sup>th</sup> day of July, 2009

  
Jeffrey B. Labahn, Director of City Development

Personally came before me this 7<sup>th</sup> day of July, 2009, Jeffrey B. Labahn, Director of City Development, and acknowledged to me that he executed the foregoing instrument as such Director of City Development of the City of Kenosha by its authority.

  
SHARON K. KREWSON  
Notary Public, Kenosha County, Wisconsin  
My commission expires: 1/20/13

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 cursive script, appearing to read "Edward R. Antaramian".

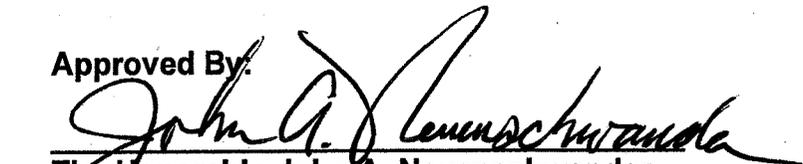
EDWARD R. ANTARAMIAN,  
City Attorney

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
◆	<b>All Other Sections.....[100-1000].....</b>	<b>\$240.00</b>

**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
◆	<b>All Other Sections.....[25-500].....</b>	<b>\$114.00</b>

**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
◆	<b>All Other Subsections of Section 5.119..[10-1000].....</b>	<b>\$177.00</b>
◆	<b>All Other Sections...[10-1000].....</b>	<b>\$214.80</b>

**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
◆	<b>All Other Sections.....[0-500].....</b>	<b>\$114.00</b>

**CHAPTER VII – TRAFFIC REGULATIONS**

➤	<b>7.01</b>	<b>SEE UNIFORM STATE TRAFFIC SCHEDULE</b>	
		<b>Adopted By The Wisconsin Judicial Conference</b>	
	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
◆	<b>All Other Sections.....[1-200].....</b>	<b>\$177.00</b>

**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
◆	<b>All Other Sections.....[25-500].....</b>	<b>\$114.00</b>

**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 – <b>1st Offense</b> .....	\$303.00
◆	<b>2nd Offense</b> Within 30 Months [3 Day Suspension of Liquor or or Operator's Lic. if Previous Violation Within 12 Months].....	\$429.00
◆	<b>3rd Offense</b> Within 30 Months [Mandatory 3-10 Day Suspension of Liquor or Operator's License if Previous Violations With 12 Months].....	\$681.00
◆	<b>4th &amp; Subsequent Offenses Within 30 Months</b> [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
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**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
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**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
◆	<b>All Other Sections.....[0-100; except for Section 14.076].....</b>	<b>\$177.00</b>

**CHAPTER XV – SIGNS**

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

**CHAPTER XVI – MINIMUM HOUSING CODE**

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

◆	<b>All Sections....[100-1000].....</b>	<b>\$177.00</b>
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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
◆	<b>All Other Sections.....[25-1000].....</b>	<b>\$240.00</b>

**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
◆	<b>All Other Sections.....[0-500].....</b>	<b>\$114.00</b>

**CHAPTER XX – MANUFACTURED/MOBILE HOME PARKS**

♦ All Sections.....[0-1000]..... \$177.00

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**CHAPTER XXI – CONSUMER PROTECTION AND WEIGHTS AND MEASURES**

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

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**CHAPTER XXII – FAIR HOUSING**

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

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**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

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**CHAPTER XXIV – LANDLORD'S RIGHTS**

♦ All Sections..... \$177.00

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**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

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**CHAPTER XXVI – KENOSHA CABLE TELEVISION FRANCHISE ORDINANCE**

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

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**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].....	<b>\$1311.00</b>

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**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].....	<b>\$177.00</b>

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**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.



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

BY: ALDERPERSON STEPHEN P. CASEY

**TO REQUEST THE BOARD OF WATER COMMISSIONERS FOR THE CITY OF KENOSHA, WISCONSIN, TO IMPOSE A THREE (3) YEAR MORATORIUM ON EXPENDITURES FOR COMMISSIONER JUNKETS**

**WHEREAS**, the Kenosha Water Utility ("KWU") is a municipally-owned, fiscally independent public utility, organized and maintained since 1895 pursuant to Wisconsin Statutes; and,

**WHEREAS**, the KWU provides water and wastewater service to more than one hundred thousand (100,000) people in the City of Kenosha, Village of Pleasant Prairie, and the Towns of Bristol and Somers; and,

**WHEREAS**, to accomplish the provision of its services, the KWU employs eighty-one (81) people on a full time basis; and,

**WHEREAS**, the KWU employees include educated and experienced individuals in specialized areas, such as engineering and accounting; and,

**WHEREAS**, the KWU is managed by a General Manager chosen by the Board of Water Commissioners; and,

**WHEREAS**, the General Manager is generally chosen to have impeccable management skills and be fully versed in applicable regulations of the Federal and State governments; and,

**WHEREAS**, a large portion of the regulation of KWU is found in the State Statutes (e.g., Chapter 196), and the Wisconsin Administrative Code (e.g., PSC 185); and,

**WHEREAS**, rather than operate the KWU by a commission of unelected officials, the City of Kenosha has its KWU operated by its Board of Public Works, which in turn is its Public Works Committee of the Common Council; and,

**WHEREAS**, the Commissioners of the KWU are elected officials who are not chosen for the Commission based upon special expertise; and,

**WHEREAS**, such Commissioners of the KWU exercise their duties on a part-time basis, ancillary to their part-time employment as alderpersons; and,

**WHEREAS**, the KWU operation is fee based, the majority of which fees come from taxpayers of the City of Kenosha; and,

**WHEREAS**, the citizens of the City of Kenosha are subject to the same economic downturn experienced by the rest of the country, which downturn has been the genesis for the American Recovery and Reinvestment Act at the Federal level and the Housing and Economic Loan Program (H.E.L.P.) at the local level; and,

**WHEREAS**, the KWU maintains a line item in its budget each year for transportation, lodging, meals, and conference fees to allow Alderpersons/Commissioners to attend seminars at tourist/resort areas outside of the State of Wisconsin; and,

**WHEREAS**, these seminars do not typically cover State of Wisconsin regulations; and,

**WHEREAS**, elimination of the expenditure for transportation, lodging, meals, and conference fees would reduce the expenditures of the KWU; and,

**WHEREAS**, reduction of expenditures of KWU would be of benefit for the citizens of the City of Kenosha, Wisconsin, who are required to pay fees to the KWU.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council for the City of Kenosha, Wisconsin, does hereby request that the Board of Water Commissioners for the City of Kenosha impose a moratorium of expenditures for transportation, lodging, meals and conference fees for any Commissioners for a period of three (3) years as a show of understanding to the citizens of the City of Kenosha of the difficult economic times.

**BE IT FURTHER RESOLVED** that that the City Clerk/Treasurer is hereby

directed to send a copy of this Resolution to the Board of Water Commissioners for the City of Kenosha, Wisconsin.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

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

Drafted By:  
EDWARD R. ANTARAMIAN,  
City Attorney

**Appointments/Reappointments  
by the Mayor  
September 9, 2009**

**KEITH G. BOSMAN  
MAYOR**



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

September 3, 2009

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

The Honorable Common Council  
CITY OF KENOSHA  
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Alexandra Martinelli, 2917 23<sup>rd</sup> Avenue, Kenosha to the Mayor's Youth Commission for a term which will expire November 1, 2010.

Alex is a sophomore at the University of Wisconsin – Parkside with a major in History and International Studies and a minor in Political Science. She previously attended the Green Bay campus of the University of Wisconsin. She is a 2008 graduate of Bradford High School. She volunteers regularly at the Shalom Center and has been a tutor for elementary school aged children.

I am confident Alexandra will be a conscientious and hard-working member of the Mayor's Youth Commission.

Sincerely,  
CITY OF KENOSHA

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

Keith G. Bosman  
Mayor

KGB:jd

**K1**

# Other Contracts and Agreements

## September 9, 2009

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



CITY PLAN  
REAL ESTATE  
HISTORIC PRESERVATION  
COMMUNITY DEVELOPMENT BLOCK GRANT  
REDEVELOPMENT

JEFFREY B. LABAHN  
Director of City Development



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

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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 &lt;tgeliche@kenosha.org&gt; wrote:

From: Tony Geliche &lt;tgeliche@kenosha.org&gt;

Subject: Re: CDBG Contracts

To: "David Bogdala" &lt;dbogdala@yahoo.com&gt;

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" &lt;dbogdala@yahoo.com&gt;

To: "Eric Haugaard" &lt;ehaugaard@wi.rr.com&gt;, "Don Moldenhauer" &lt;mdon82432@aol.com&gt;, "Donald Holland" &lt;district3@kenosha.org&gt;, "G. John Ruffolo" &lt;gjohnruffolo@kenosha.org&gt;, "Kathy Carpenter" &lt;klc.3@netzero.com&gt;, "Tod Ohnstad" &lt;district6@kenosha.org&gt;, "Patrick Juliana" &lt;district7@kenosha.org&gt;, "Katherine Marks" &lt;district8@kenosha.org&gt;, "Anthony Kennedy" &lt;district10@kenosha.org&gt;, "Anthony Nudo" &lt;anthony@bearrealty.com&gt;, "Ray Misner" &lt;raymisner@kenosha.org&gt;, "Daniel Prozanski Jr." &lt;district14@kenosha.org&gt;, "Michael Orth" &lt;district15@kenosha.org&gt;, "Jesse Downing" &lt;JLDowning@wi.rr.com&gt;, "Jean Ditzenberger" &lt;jditzenberger@kenosha.org&gt;

Cc: "Keith Bosman" &lt;kbosman@kenosha.org&gt;, 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 &lt;jditzenberger@kenosha.org&gt; wrote:

From: Jean Ditzenberger &lt;jditzenberger@kenosha.org&gt;

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 Legeeraging
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**

	<b>Applicant</b>	<b>Project Title</b>	<b>Amount Received</b>	<b>Start Date</b>	<b>End Date</b>
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

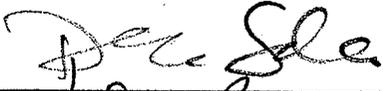
**WHEREAS**, if the actual 2009 HOME Entitlement Grant is more or less than \$477,495, the program allocation will be adjusted in proportion to each activity allocation approved in the 2009 Program Description.

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

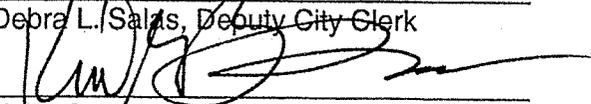
**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

Dated this 17<sup>th</sup> 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

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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 79<sup>th</sup> 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 79<sup>th</sup> Street.

C. Measurable Outcomes

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

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(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 expeditor 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>
<b>TOTAL.....</b>	<b>\$12,000.00</b>

(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 79<sup>th</sup> 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 79<sup>th</sup> 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>
<b>TOTAL.....</b>	<b>\$86,000.00</b>

(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 22<sup>nd</sup> 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>
<b>TOTAL.....</b>	<b>\$7,000.00</b>

(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>
<b>TOTAL.....</b>	<b>\$25,000.00</b>

(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>
<b>TOTAL.....</b>	<b>\$2,750.00</b>

**(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 62<sup>nd</sup> 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>
<b>TOTAL.....</b>	<b>\$10,000.00</b>

**(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 68<sup>th</sup> 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 68<sup>th</sup> 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.

**L1 - 2**

**Recommendations from the  
Committee on Finance  
September 9, 2009**



## 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 28<sup>th</sup>, 2009

**CITY OF KENOSHA**

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

---

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

Date: July \_\_\_\_\_, 2009

SETTLEMENT AGREEMENT

By And Between

GANDER MOUNTAIN COMPANY,  
A Minnesota Corporation,

And

THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation



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

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

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

**1. DEFINITIONS.** In this Agreement:

- a. The "**Property**" means the land and improvements on Parcel Number 03-122-06-326-020, in the City of Kenosha, Wisconsin.
- b. "**Case**" means the action pending in the Circuit Court for Kenosha County, Wisconsin, titled *Gander Mountain Company vs. City of Kenosha*; Case No. 07-CV-938.
- c. "**Court**" means the Circuit Court for Kenosha County, Branch II.
- d. A "**Tax Year**" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

**2. REFUND OF TAXES.** The **CITY** shall issue a refund payable to Gander Mountain Company, in care of Robert L. Gordon, Michael Best & Friedrich, L.L.P., or to an account designated by **GANDER MOUNTAIN** in writing, pursuant to Wisconsin Statutes Section 74.37, in the amount of Thirty-eight Thousand One Hundred Fifteen Dollars and Seventy-five Cents (\$38,115.75), [Eighteen Thousand Eight Hundred Twenty-five Dollars and Thirty Cents (\$18,825.30) for 2006, and Nineteen Thousand Two Hundred Ninety Dollars and Forty-five Cents (\$19,290.45) for 2007], as a refund of property taxes previously paid by **GANDER MOUNTAIN** based on the property tax assessments for the Property for the tax years 2006 and 2007.

**3. WAIVER OF COSTS.** Each party waives all claims for costs.

**4. TIME OF PAYMENT.** The **CITY** shall pay the refund of taxes for the 2006 and 2007 Tax Years provided in Section 2 of this Agreement in full within thirty (30) days after the execution of this Agreement by both parties.

**5. REMOVAL OF CASE FROM TRIAL CALENDAR.** Within thirty (30) days of

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

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

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

b. File the Stipulation with the Court.

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

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

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

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

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

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

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

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

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

c. If the parties cannot resolve the dispute after reasonable efforts, the dispute, at the request of either party, shall be submitted for resolution to the Kenosha County Circuit Court

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

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

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

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

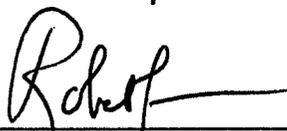
**17. WAIVER.** No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

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

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

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

**GANDER MOUNTAIN COMPANY,  
A Minnesota Corporation**

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

**CITY OF KENOSHA, WISCONSIN,**

**A Municipal Corporation**

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

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

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH I

KENOSHA COUNTY

---

GANDER MOUNTAIN COMPANY,

Plaintiff,

vs.

CITY OF KENOSHA,

Defendants.

:

:

:

:

:

:

STIPULATION AND  
ORDER FOR DISMISSAL

Case No. 07-CV-0938

Case Code No. 30301

Honorable David M. Bastianelli

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**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:

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

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



DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
AND  
INSPECTIONS

JAMES M. SCHULTZ  
Director

Building Inspection

Property Maintenance

Zoning Enforcement



Item # L.2.

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  
625-52<sup>nd</sup>. 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:**

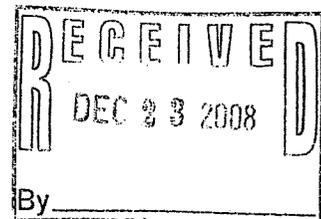
The wall consists of mainly brick masonry construction with areas of poured concrete on the insurance building side of the wall. The basement floors of each building were at different elevations with the theater basement floor being lower than the basement floor of the insurance building.

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



# Rasch

Construction & Engineering

---

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

# *Van's* 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,

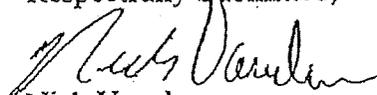
After a thorough inspection of the existing conditions and discussions with you, we are pleased to submit a quote for the roof repairs needed on the above referenced project. Briefly we propose to furnish manpower, materials, tools and equipment required to do the following.

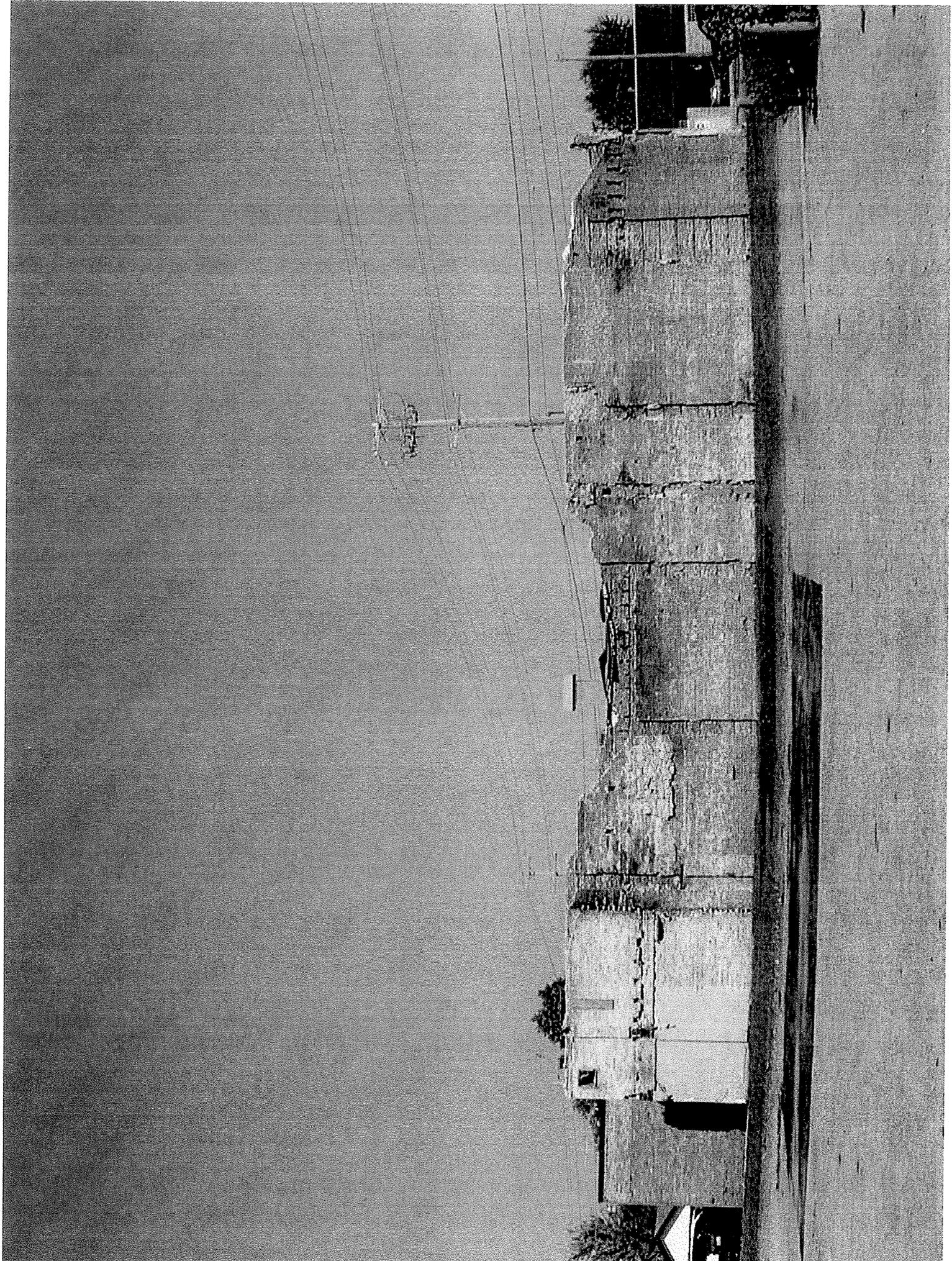
1. Move stone back 2 feet along the complete West parapet wall.
2. Clean existing membrane to insure proper adhesion for the new wall flashings.
3. Install new 60mil rubber membrane up and over the outside edge of new wood blocking back down to roof surface.
4. Install new 24ga. Pac Clad cap flashing 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



**M1**

**Recommendations from the  
Committee on Public Works  
September 9, 2009**



**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Administrative Supervisor**  
Janice D. Schroeder

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

C-3

## DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

August 31, 2009



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

To: G. John Ruffolo, Chairman,  
Public Works Committee

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

Subject: Acceptance of Project 08-1208 Sidewalk & Curb/Gutter Program

Location: 67<sup>th</sup> Street to Harrison Rd - 44<sup>th</sup> Court to 47<sup>th</sup> Avenue, 43<sup>rd</sup> Avenue - 75<sup>th</sup> Street North & Parts of 74<sup>th</sup>, 73<sup>rd</sup>, and 71<sup>st</sup> Street, Miscellaneous Locations

Please be advised that the above referenced project has been satisfactorily completed by AZAR, LLC, Racine, Wisconsin.

It is recommended that the project be accepted in the final amount of \$585,853.24. Original contract amount was \$366,148.47 plus additional quantities to total an amount not to exceed \$549,000.00. The PO had to be amended by \$30,200 to pay for the sidewalk hazard elimination project and to reimburse home owners who had sidewalks replaced by private contractors due to damage caused by trees in the parkway. The new contract total was \$518,800. Once the project was complete the final measured quantities exceeded the contracted amount. Numerous requests for additional work submitted by alderman and administration were done under this contract as well as work for the Stormwater Utility. Also staff assigned work in conjunction with water main relay repairs to contract that should have been charged to other accounts. A change order was approved to increase the contract by \$67,053.24 bringing the total to \$585,853.24.

RLB/kjb