

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, November 5, 2012
7:00 P.M.

CALL TO ORDER
ROLL CALL
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held October 15, 2012.
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.1. By the Mayor – To Repeal and Recreate Subsection 7.129 C. of the Code of General Ordinances to Allow for Exceptions to Certain Parking Restrictions.

TO THE CITY PLAN COMMISSION

- A.2. Conditional Use Permit for an indoor batting cage facility at 4622 68th Avenue. (SES)
(District #16) PUBLIC HEARING

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

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

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- C.1. Approve applications for new Operator's (Bartender) licenses, subject to demerit points listed:
 - a. Jason Horgen (20 demerit points)
 - b. Jaimie Wegel (20 demerit points)
 - c. Robert Shinn (20 demerit points)
 - d. Nakita Washington (20 demerit points)
 - e. Victoria Eckert (20 demerit points)
 - f. Scott Spieker (20 demerit points)
 - g. Deborah Cook (40 demerit points)(L/P Ayes 3: Noes 0) **HEARING Pages 1-7**
- C.2. Approve the application of Mickela Henry for a new Taxi Driver's License, subject to 50 demerit points. (L/P Ayes 3: Noes 0) **HEARING Page 8**
- C.3. Deny the application of Cody Moore for a new Taxi Driver's License, based on material police record. (L/P Ayes 3: Noes 0) **HEARING Pages 9-16**
- C.4. Approve the application of Quality Grocery, LLC, for a Class "A" Retail Beer License located at 1824 - 50th Street (Quality Grocery), with acceptance of a conditional surrender of a similar license at the same location from 1824 - 50th Street, Inc., with no adverse recommendations. (7th District) (L/P Ayes 5: Noes 0) **HEARING Pages 17-22**
- C.5. Approve the application of Rutz Puzzle House, LLC, for a Class "B" Beer/"Class B" Liquor License located at 4224 - 7th Avenue (Rutz Puzzle House), with acceptance of a conditional surrender of a similar license at the same location from Judith Greno, with no adverse recommendations. (1st District) (L/P Ayes 5: Noes 0) **HEARING Pages 23-29**
- C.6. Approve the Findings of Fact, Conclusions of Law and Recommendation (to suspend for 30 days, notify employer of suspension and reinstate subject to 45 demerit points) in the Matter of the Operator's (Bartender) License of Anthony Corrao. (L/P Ayes 4: Noes 0) **HEARING Pages 30-35**
- C.7. Approve the Findings of Fact, Conclusions of Law and Recommendation (to approve subject to eighty (80) demerit points) in the Matter of the Class "B" Beer/"Class B" Liquor License of Bragados Banquets, LLC, d/b/a Bragados Banquets. (14th District) (L/P Ayes 5: Noes 0) **HEARING Pages 36-39**

- C.8. Approve the Findings of Fact, Conclusions of Law and Recommendation (suspend Combination and Outdoor Extension License for a period of fifteen (15) consecutive days and reinstate subject to eighty (80) demerit points) in the Matter of the Class "B" Beer/"Class B" Liquor License of Rendezvous Bar & Grill, Inc., d/b/a Rendezvous Tiki Lounge. (7th District) (L/P Ayes 5: Noes 0) **HEARING Pages 40-45**
- C.9. Approve Findings of Fact, Conclusions of Law and Recommendation (approve subject to eighty (80) demerit points) in the Matter of the Class "B" Beer/"Class B" Liquor License of GGR, LLC, d/b/a Bull & Bear Eatery & Tavern. (14th District) (L/P Ayes 5: Noes 0) **HEARING Pages 46-50**

D. ORDINANCES 1st READING

E. ZONING ORDINANCES 1st READING

F. ORDINANCES 2nd READING

- F.1. By Alderperson Michalski, Co-Sponsor Alderperson Orth - To Create Chapter XXXVIII of the Code of General Ordinances entitled Kenosha Heritage. (PS&W - Ayes 5: Noes 0) [CC held public hearing on 9/5/12. The item was referred back to Historic Preservation Commission] (Historic Preservation – approve as amended - Ayes 4: Noes 0) **Pages 51-57**

G. ZONING ORDINANCES 2nd READING

H. RESOLUTIONS

- H.1. By the Finance Committee - To approve the 2013 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. (CP - Separated into Funding Categories: [Public Service Category - Ayes 5: Noes 0: Abstain 1/Mr. Lattimore] [Housing, Neighborhood Improvement/Economic Development - Ayes 6: Noes 0] [Planning/Management Category - Ayes 6: Noes 0] (Fin. - Recommendation Pending) **Pages 58-87**
- H.2. By the Committee on Public Works – Authorizing Improvements in Street Right-of-Way and Levying Special Assessments Against Benefited Property (Project 77-1104 Sump Pump Drain Connections Into Storm Sewers, 82nd Street – 62 ft to 805 ft west of 17th Avenue, 17th Avenue - 81st Street to 83rd Street). (District 12) (PW and SWU – Recommendations Pending) **HEARING Pages 88-94**

- H.3. By the Board of Water Commissioners - To place special assessments against benefited parcels of property on the 2012 real estate tax roll for the construction of water/sewer mains, connection/lateral assessments, delinquent water, sewerage and household hazardous waste bills, etc. in the amount of \$1,686,942.00. (Board - Recommendation Pending) **Page 95**
- H.4. By the Mayor - To Approve the 2012 Update to the Analysis of Impediments to Fair Housing Choice and Authorize the Filing of the Analysis of Impediments to Fair Housing Choice with the U.S. Department of Housing and Urban Development. **Pages 96-198**
- H.5. By the Mayor; Co-sponsors: Alderpersons Keith W. Rosenberg, Scott N. Gordon, Tod Ohnstad, Chris Schwartz, Curt Wilson, Jan Michalski, Patrick A. Juliana, Eric Haugaard, Rocco J. LaMacchia Sr. and Daniel Prozanski Jr. - To Direct the Parks Division Superintendent to Provide Plan Options for a Full-Accessibility Play Area for Children. (Parks-Ayes 5:Noes 0) **Pages 199-201**
- H.6. By the Mayor - To Authorize staff to pursue grants for Sport Fish Restoration Program. (Parks-Ayes 5:Noes 0) **Pages 202-203**

I. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- I.1. Reappointment of Robert Griffith (9104-62nd Street, Kenosha) to the Mayor's Youth Commission, for a term which will expire November 1, 2014. **Page 204**
- I.2. Reappointments to the Commission on the Arts for a term which will expire November 1, 2014:
 - a) Karen Sorenson (2222 29th Avenue, Kenosha)
 - b) Robert Wells (3600 52nd Street, Kenosha)
 - c) Becky Noble (5500 6th Avenue, Kenosha)
 - d) Virginia Hartley (6214 5th Avenue, Kenosha)

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J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

K. OTHER CONTRACTS AND AGREEMENTS

- K.1. First Amendment to Agreement for Professional Services Emergency Medical Service User Fee Billing Services By and Between the City and EMS Medical Billing Associates, LLC. (PSW-Ayes 5:Noes 0) (Fin – recommendation pending) **Pages 206-224**
- K.2. Deed Restriction for Celebre Place Assisted Living Facility at 1870 27th Avenue. (Celebre Place) (District #4) (CP - Ayes 6; Noes) **Pages 225-234**

- K.3. Second Amendment to Contract of Purchase and Sale and Development Agreement by and between Kenosha NEWCO Capital, LLC/ f/k/a/ UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha.(Approved by Common Council October 1, 2012 – amended to change deadline for effective date) (Redevelopment Authority and Fin. – recommendations Pending) **Pages 235-248**
- K.4. Request to extend the 2012 Community Development Block Grant Subgrantee Agreement for the Kenosha Achievement Center, Employment Exploration Program. (Fin. - recommendation pending) **Pages 249-250**

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- L.1. Disbursement Record #19 - \$6,609,594.48. (Fin. - recommendation pending) **Pages 251-285**

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- M.1. Approval of Change Order 1 for Project 12-2032 Underground Storage Tank Area Interim Action at Kenosha Engine Plant (5500 30th Avenue) (District 7) (PW – Recommendation Pending) **Pages 286-287**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

- O.1. Conditional Use Permit for a new public safety communication tower to be located at 6210 60th Street. (Kenosha County/Nash Park) (District #15) (CP - Ayes 6: Noes 0) (Airport-No Recommendation - Ayes 4: Noes 0) (Parks - Ayes 5: Noes 0) **Pages 288-319**

AND SUCH MATTERS AS ARE AUTHORIZED BY LAW OR REGULAR BUSINESS

- P.1 Approval of Settlement: Harold Granger v. City of Kenosha. **CLOSED SESSION: The Common Council may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding the pending claim. The Common Council will reconvene into open session.** (Fin. - recommendation pending)

LEGISLATIVE REPORT
MAYOR'S COMMENTS
ALDERPERSON COMMENTS

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 15, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL
BUILDING COUNCIL
CHAMBERS ROOM 200
October 15, 2012**

At a meeting of the Common Council held this evening, His Honor, Mayor Keith G. Bosman presided. The meeting was called to order at 7:00 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Schwartz, Michalski, Ruffolo, LaMacchia, Ohnstad, Juliana, Mathewson, Rosenberg, Kennedy, Gordon, Bostrom, Wilson, Prozanski, Orth, and Bogdala. Alderperson Downing was previously excused.

A moment of silence was observed in lieu of the invocation. Chief Petty Officer Joshua Mosley then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderperson Michalski, seconded by Alderperson Haugaard, to approve the minutes of the meeting held October 1, 2012.

Motion carried unanimously.

Eight (8) Citizens spoke during Citizen's Comments: Tammy Conforti, Joshua Mosley, Kevin Ford, Margaret Heller, Cathy Housenga, Troy McDonald, Capt. Cappy Moore and Louis Rugani.

A. REFERRALS

TO THE COMMITTEE ON FINANCE

A.1. By the Finance Committee - Resolution to approve the 2013 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. (CDBG only referred to City Plan Commission)

A.2. First Amendment to Agreement for Professional Services Emergency Medical Service User Fee Billing Services By and Between the City of Kenosha, Wisconsin and EMS Medical Billing Associates, LLC. (Also referred to PSW)

TO THE PUBLIC WORKS COMMITTEE

TO THE PARK COMMISSION

A.3. By The Mayor - To Direct the Parks Division Superintendent to Provide Plan Options for a Full-Accessibility Play Area for Children.

TO THE CITY PLAN COMMISSION

A.4. Conditional Use Permit for a new public safety communication tower to be located at 6210 60th Street. (Kenosha County/Nash Park) (District #15) (Also referred to Airport Commission and Parks Commission)

A.5. Deed Restriction for Celebre Place Assisted Living Facility at 1870 27th Avenue. (Celebre Place) (District #4)

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

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

a. 23 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. 2 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. 1 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.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 15, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to approve the application of Tyler Penrod for a new Operator's (Bartender) license, subject to 40 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.2. It was moved by Alderperson Mathewson, seconded by Alderperson Bostrom, to deny the application of Keith Boreman for a new Operator's (Bartender) license, based on public safety and excessive police record. A hearing was held. The applicant was present. It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to hold a public hearing. Three (3) people spoke in favor of Keith Boreman: Jill Rzeplinski, Kerry Raymond and Pamela Gibson. On roll call vote, motion failed (10-6) with Alderpersons Kennedy, Gordon, Wilson, Schwartz, Michalski and Juliana voting nay.

C.3. It was moved by Alderperson Kennedy, seconded by Alderperson Ohnstad, to approve the application of Wisconsin Barbecue Corporation, for a Class "B" Beer license located at 11880 - 74th Place, (Dickey's Barbecue Pit), with no adverse recommendations. A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.4. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve the application of Antonio's Pizza & Pasta, LLC, for an Outdoor Extension of the Class "B" Beer/"Class B" Liquor License located at 2410 - 52nd Street, (Antonio's Pizza & Pasta), with a Request to Change the Closing Hours to Midnight, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.5. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve the application of Naster, Inc., for a Daily Cabaret License located at 3221 - 60th Street, (Our Kenosha Tap), on October 20, 2012, with no adverse recommendations. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Schwartz, seconded by Alderperson LaMacchia, to approve the application of The Red Iguana, LLC, for a Yearly Cabaret License located at 4814 Sheridan Road, (The Red Iguana), with no adverse recommendations. A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

C.7. It was moved by Alderperson LaMacchia, seconded by Alderperson Juliana, to approve the application of Coins Sports Bar, Inc. for a One-Day Public Entertainment License located at 1714-52nd Street (Coins Sports Bar) for October 27, 2012. A hearing was held. The applicant was present and spoke. On a voice vote, motion carried.

D. ORDINANCES 1ST READING

E. ZONING ORDINANCES 1ST READING

F. ORDINANCES 2ND READING

F.1. It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to adopt Ordinance 45-12.

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:

Ordinance 45-12

By Committee on Public Safety and Welfare - To Amend Section 7.12 B (of the Code of General Ordinances) to Include a Four Way Stop at the Intersection of 39th Avenue and 18th Street

G. ZONING ORDINANCES 2ND READING

H. RESOLUTIONS

H.1. It was moved by Alderperson Mathewson seconded by Alderperson Wilson, to approve Resolution 140-12.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 15, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

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

Resolution 140-12

By the Committee on Finance - Proposed Resolution to Correct Resolution No. 111-12 Approved by Common Council on August 20, 2012, which levied a Special Charge of \$152.45 for Grass and Weed Cutting on Parcel Number 09-222-36-476-003 (5507 23rd Avenue) that should have been levied on Parcel Number 09-222-36-476-002 (5503 23rd Avenue); and which levied a Special Charge of \$440.00 on Parcel Number 09-222-36-476-002 (5503 23rd Avenue) which should have been levied on Parcel Number 09-222-36-003 (5507 23rd Avenue); with no change in the total amount of the resolution.

H.2. It was moved by Alderperson Ruffolo, seconded by Alderperson Kennedy, to approve Resolution 141-12.

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

Resolution 141-12

By the Committee on Public Safety and Welfare - To Place an Adult School Crossing Guard at the Intersection of 56th Street and 19th Avenue for Morning Arrivals and Afternoon Dismissal Periods.

H.3. It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson, to approve the proposed resolution by Alderperson Steve Bostrom - To Amend the City of Kenosha Capital Improvement Program for 2012 By Creating PK12-004 "Southport Park Beach House" for \$300,000 and Decreasing PK11-001 "Outdoor Rec Plan & Implementation - CORP" by \$300,000 for a Net Change of \$0, as recommended by the park Commission to amend to \$200,000.

H.3.1. It was then moved by Alderperson Gordon, seconded by Alderperson Kennedy to defer for 45 days. On a voice vote, motion failed.

On roll call vote, motion to approve the proposed resolution as amended by the Park Commission failed (5-11) with Alderpersons Bostrom, Bogdala, Michalski, Ruffolo and Mathewson voting aye.

H.4. It was moved by Alderperson Schwartz, seconded by Alderperson Ohnstad, to approve Resolution 142-12.

On roll call vote, motion carried (15-0) with Alderperson Haugaard abstaining and said resolution was thereupon adopted as follows:

Resolution 142-12

By Alderperson Daniel L. Prozanski, Jr.; Co-Sponsors: Alderperson Tod Ohnstad, Alderperson Rocco J. LaMacchia, Sr., Alderperson Scott N. Gordon, Alderperson Keith W. Rosenberg, Alderperson Chris Schwartz, Alderperson Michael J. Orth, Alderperson Curt Wilson, Alderperson Jan Michalski, Alderperson Patrick A. Juliana - For the Common Council of the City of Kenosha, Wisconsin, to Register Its Objection Regarding Proposed We Energies Rate Increases to the Public Service Commission.

H.5. It was moved by Alderperson Mathewson, seconded by Alderperson Bogdala, to approve the proposed resolution by Alderperson Kevin Mathewson – To Urge the Kenosha Water Utility's Board of Water Commissioners to Refrain from a Rate Increase for 2013. On roll call vote, motion failed (2-12) with Alderpersons Matheson and Bogdala voting aye and Alderpersons Bostrom and Ruffolo abstaining.

I. APPOINTMENTS/

REAPPOINTMENTS BY THE MAYOR

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve:

I.1. Appointment of Lance W. Gordon (5204-46th Avenue) to the Mayor's Youth Commission, for a term to expire November 1, 2014.

I.2. Appointment of James J. Mosley (1422-74th Street) to the Civil Service Commission, for a term to expire June 7, 2018.

On roll call vote, motion carried unanimously.

J. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 15, 2012**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

K. OTHER CONTRACTS AND AGREEMENTS

L. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve:

L.1. Disbursement Record #18 - \$4,790,554.90.

On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz to approve:

M.1. Final Acceptance of Project 11-1211 2011 Windstorm Damage Sidewalk & Curb/Gutter Program completed by Marvin Gleason Contractor (Franksville, Wisconsin), in the amount of \$143,314.28. (Districts east of 30th Avenue)

M.2. Approve Change Order for Project 11-1125 Pennoyer Beach Outfall Infiltration Basin (3601 7th Avenue) (District 1)

On roll call vote, motion carried unanimously.

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

O. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

P. AND SUCH MATTERS AS ARE AUTHORIZED BY LAW OR REGULAR BUSINESS

It was moved by Alderperson Prozanski, seconded by Alderperson LaMacchia to:

P.1. Approve Settlement: Carolyn M. Mustell v. City of Kenosha.

P.2. Approve Settlement: Michael P. Mustell v. City of Kenosha.

On roll call vote, motion carried (15-0) Alderperson Juliana not present for vote.

ADJOURNMENT

There being no further business to come before the Common Council, it was moved, seconded and carried on a voice vote to adjourn at 10:00 pm.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK/TREASURER**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/10/2012	Nakita Washington	5/13/1992	Expired
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N130721	4319-6th Avenue	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/13/2010	THEFT/SHOPLIFTING \$1-49	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	20	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="20"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/17/2012	Deborah Cook	10/21/1955	Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N130738	3312-28th Street	Mobil	6007-14th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
12/4/2010	LIQUOR, SELL TO MINOR	GUILTY	Y	20
4/7/2011	LIQUOR, SELL TO MINOR	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	40
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	40

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="checkbox"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

APPLICANT INFORMATION			
Date of Application 10/8/2012	Name of Applicant Mickela D. Henry	Applicant's Date of Birth 7/26/1984	Driver's License Status Valid
License Number N130041	Address of Applicant 1615-60th Street	Business (where license is to be used) Not Listed	Business Address Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
5/3/2011	SPEEDING IN EXCESS-SCHOOL ZONE	GUILTY	Y	50

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	50
Were all offenses listed on the application?	Y
TOTAL DEMERIT POINTS	50

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="50"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application



APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/27/2012	Cody Moore	2/4/1983	Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N130039	1948 Franklin Street, Racine ✓	Not Listed	Not Listed

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/4/2009	FAILURE TO OBEY SIGNAL	GUILTY	N	20
3/1/2011	COMPULSORY INSURANCE	GUILTY	N	N/A
2/11/2012	SPEEDING INTERMEDIATE	GUILTY	N	40
5/31/2012	LICENSE NOT ON PERSON	GUILTY	N	20
7/23/2012	FAILURE TO FASTEN SEATBELT	GUILTY	N	10

*APPLICANT LISTED CHARGES IN ILLINOIS: 2004 -POSSESSION/ATTEMPT TO DELIVER, 2006 ARMED VIOLENCE FIREARM/POSS COCAINE AND 2008 POSSESSION/ATTEMPT TO DELIVER

↪ 3 X 100 POINTS

				300

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	390
Were all offenses listed on the application?	NO 25
TOTAL DEMERIT POINTS	415

CITY ATTORNEY'S COMMENTS
NO DOCUMENTATION ON ILLINOIS CRIMES

FINAL RECOMMENDATION	
<input type="checkbox"/>	GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/>	DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

FOR OFFICE USE ONLY:

License Number 130039

Date Granted _____

Date Issued _____

**CITY OF KENOSHA, WISCONSIN
APPLICATION FOR TAXI DRIVER'S LICENSE**

Fee: \$30.00 New/\$30.00 Renewal

Expires: April 30th

Type: 144

City of Kenosha
625-52nd St, Room 105
Kenosha, WI 53140
262-653-4020

The undersigned requests that a license be granted in accordance with Chapter XIII, Section 13.07 G. of the Code of General Ordinances of the City of Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

<u>Moore</u>	<u>Cody</u>	<u>R</u>
Last Name	First Name	Middle Initial
<u>1948 Franklin St Racine</u>	<u>Wis</u>	<u>53403</u>
Address	City	State
		<u>53403</u>
		<u>728-374-1576</u>
		Phone Number
<u>2-4-83</u>	<u>M600-1168-3044-24</u>	
Date of Birth	State of Wisconsin Driver's License Number and Expiration Date (Required)	

Name of Business & Address of Business Where License is to be Used (if Unknown At This Time, Leave Blank)

- Have you, as an adult, ever been convicted of a major crime (felony), a minor crime (misdemeanor), or of violating a municipal or county ordinance in Wisconsin or in any other state, or do you have such a charge pending at this time? Yes No If Yes, state charge, year offense committed or alleged to be committed, and disposition: Illinois - 2004 possession/attempt deliver
2006 Armed violence Firearm/possession of cocaine
2008 possession/attempt deliver
- Have you, as an adult, ever served time, or been sentenced to serve time, in a jail or prison in Wisconsin or in any other state? Yes No If yes, please explain: _____
- Have you ever had your driver's license suspended or revoked in Wisconsin or in any other state? Yes No If yes, please explain: parking Ticket
- Have you received any traffic citations in Wisconsin or in any other state within the past five years, or do you have any such citations pending? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____
- Have you, as an adult, been convicted of any state or federal charges, or do you have such charges pending at this time, involving unfair trade practices, unethical conduct, or discrimination? Yes No If yes, state charge, year offense committed or alleged to be committed, and disposition: _____

-OVER-

6. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five years: (Please include employment that is not related to the license applied for.)
shell gas station, Gibson Towing, Ronghua

7. List all addresses at which you have lived in the past five years:
1614 Murray Ave (Lower level Racine, Wis
1448 Franklin St Racine, Wis
4616 10th Ave Kenosha, Wis

8. I have read and understand the "Applicants Please Read" section of this application. I certify that I am the applicant named in the foregoing application, and that I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so. I also certify that:

- I am able to read and write the English language, and I am not addicted to the use of intoxicating liquors or drugs.
- I am at least 18 years of age and that I have a valid Wisconsin Driver's License.
- I have never been arrested, except as listed above.

Cody Mone

SIGNATURE

9-27-12

DATE

APPLICANTS PLEASE READ

NOTICE: If this application contains statements or information which is not true, correct and/or complete in any material respect, it may be denied. You may be subject to a forfeiture of five hundred (\$500) dollars, your license fee will be forfeited, you may be ineligible to reapply for this license for thirty days, and you may be subject to twenty-five demerit points. §1.22 of the Code of General Ordinances states the following:

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

B. Penalty 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days. 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

Per §1.225 of the Code of General Ordinances, "The first Twenty-five Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five Dollars, the entire application fee shall be retained by the City for administrative and processing costs.

-After filing this application for a Taxi Driver's License with the City Clerk, you must go to the Safety Building at 1000-55th Street, to have your picture and fingerprints taken. You must do this Monday through Friday between the hours of 1:00 and 3:00 p.m. ONLY.



I have had the pleasure of working with Cody Moor during the past year, while serving as his Academic Advisor. Cody has shown the ability to take constructive feedback and not only grow as a student but as a person. I have seen his GPA rise over the last year and he currently has a 3.066. Cody has been able to handle setbacks and use them as growing tools.

As, you can tell, I believe highly in Cody's abilities. Please let me know if you have any further questions.

Damira Grady
Academic Advisor- Gateway Technical College
1001 Main Street
Racine, WI 53403
Phone: 262-619-6670
Email: Damira.Grady@gtc.edu

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CURRENT STUDENTS

Grades

Cody R. Moore

Term

2011 Fall

Total Earned Credits	Total Grade Points	Term GPA
6.00	12.00	4.000

Course/Section and Title	Grade	Credits
834-109 2R1B Pre-Algebra	B-	3.00
107-011 2R1A IT in Business	A	3.00

OK

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To whom it may concern,
Im writing this letter on behalf of Cody Moore. I have known
Cody for a little over 2 years. I have seen Cody grow as a man in
this time. He attends college, works hard and has a new found love
for religion. As a fellow student of Cody I've see him work hard at
school, he is always on time and always does good work. I stand as
a reference for him.

Thank You,

Jill Lewis

262-412-8682

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CURRENT STUDENTS

Grades

Cody R. Moore

Term

2012 Spring

Total Earned Credits	Total Grade Points	Term GPA
6.00	18.99	3.165

Course/Section and Title	Grade	Credits
801-198 3K1A Speech	B	3.00
809-198 3K1D Intro to Psychology	W	0.00
809-196 3R1B Intro to Sociology	B+	3.00

OK

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CHANGE PASSWORD

LOG OUT | **MAIN MENU** | **STUDENTS MENU** | **HELP** | **CONTACT Us**
CHANGE PASSWORD

CURRENT STUDENTS

Grades

Cody R. Moore

Term
2012 Summer

Total Earned Credits	Total Grade Points	Term GPA
6.00	15.00	2.500

Course/Section and Title	Grade	Credits
809-195 1R1A Economics	B	3.00
804-107 1R1A College Mathematics	C	3.00

OK

LOG OUT | **MAIN MENU** | **STUDENTS MENU** | **HELP** | **CONTACT Us**
CHANGE PASSWORD

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Oct 30 2012 ending June 30 2013

TO THE GOVERNING BODY of the: Town of Village of City of } Kenosha
 County of Kenosha Aldermanic Dist. No. 7 (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>458-1027908</u> 195-02	
Federal Employer Identification Number (FEN): <u>46-0918317</u>	
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$335.00
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 46.00
TOTAL FEE	\$ 381.00

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Quality Grocery LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and piece of residence of each person.

This Name	Home Address	Post Office & Zip Code
President/Member <u>NASER YUSUF</u>	<u>6822 CASPER CT MT PLEASANT, WI</u>	<u>53406</u>
Vice President/Member _____		
Secretary/Member _____		
Treasurer/Member _____		
Agent <u>NASER YUSUF</u>	<u>6822 CASPER CT MT PLEASANT, WI</u>	<u>53406</u>
Directors/Managers _____		

3. Trade Name Quality Grocery Business Phone Number 262-657-7453
 4. Address of Premises 1824 50th St Post Office & Zip Code Kenosha WI 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 9/6/12 of registration. Yes No
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

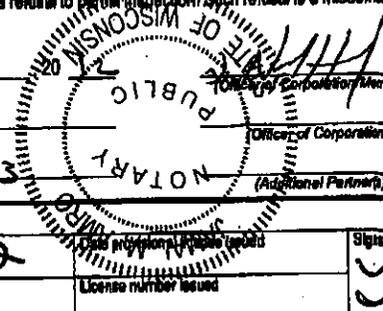
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st Floor
10. Legal description (omit if street address is given above): BASEMENT
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Quality Food
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8884] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (808) 268-2776] Yes No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 6th day of Sept
 _____ (Signature)
 _____ (Signature)
 My commission expires 11/24/2013

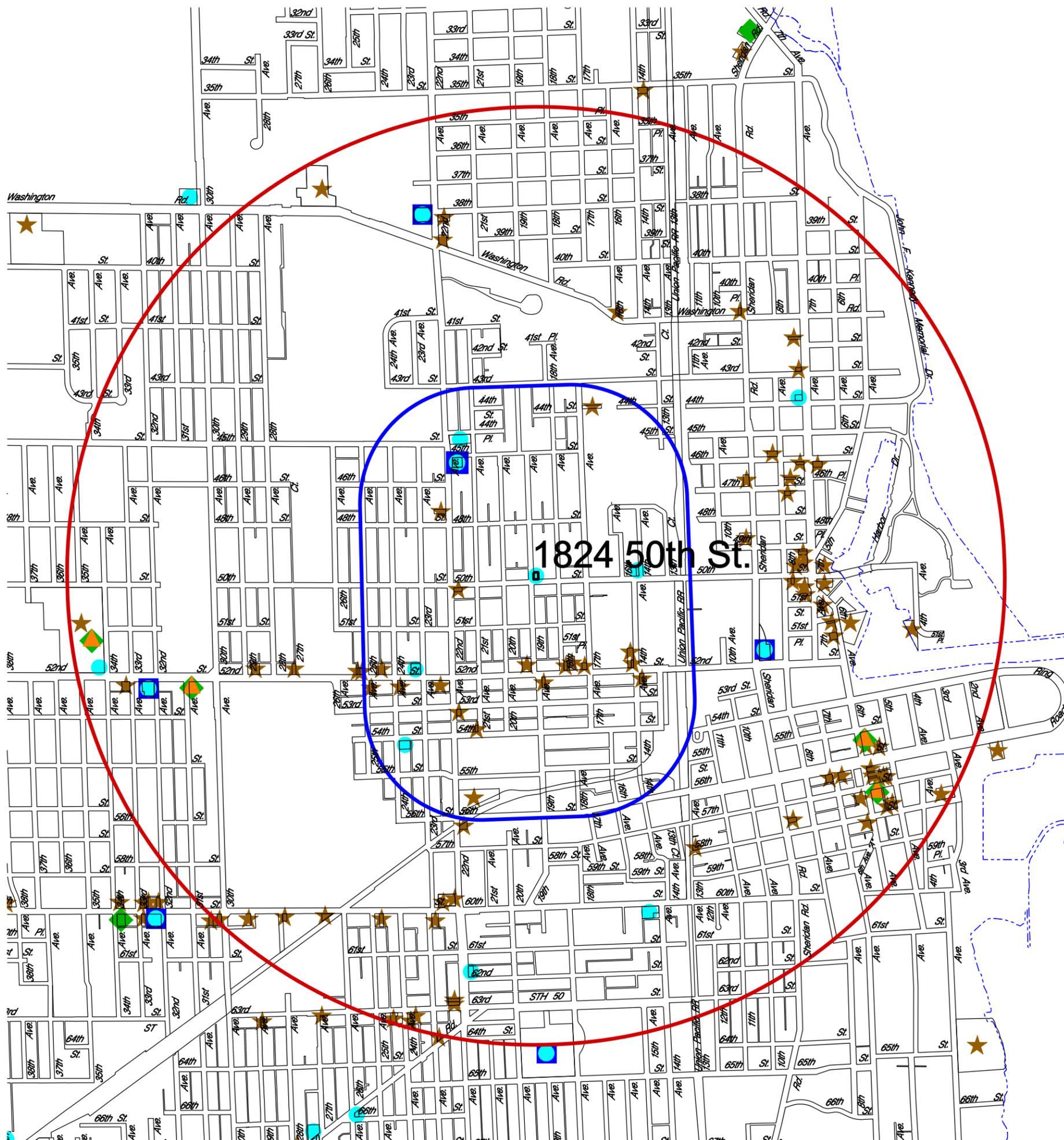


TO BE COMPLETED BY CLERK		Signature of Clerk / Deputy Clerk	
Date received and filed with municipal clerk <u>10-1-12</u>	Date reported to council board <u>11-5-12</u>	<u>Kathleen Lovetro</u>	
Date license granted	Date license issued		
	License number issued	Wisconsin Department of Revenue	

AT-106 (R. 4-08)

City of Kenosha

Class "A" Retail Beer Application 1824 50th Street



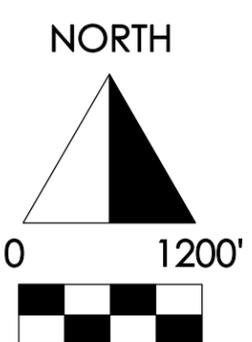
- Class "A"
- "Class A"
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 ft from Applicant

— 6 blocks from Applicant

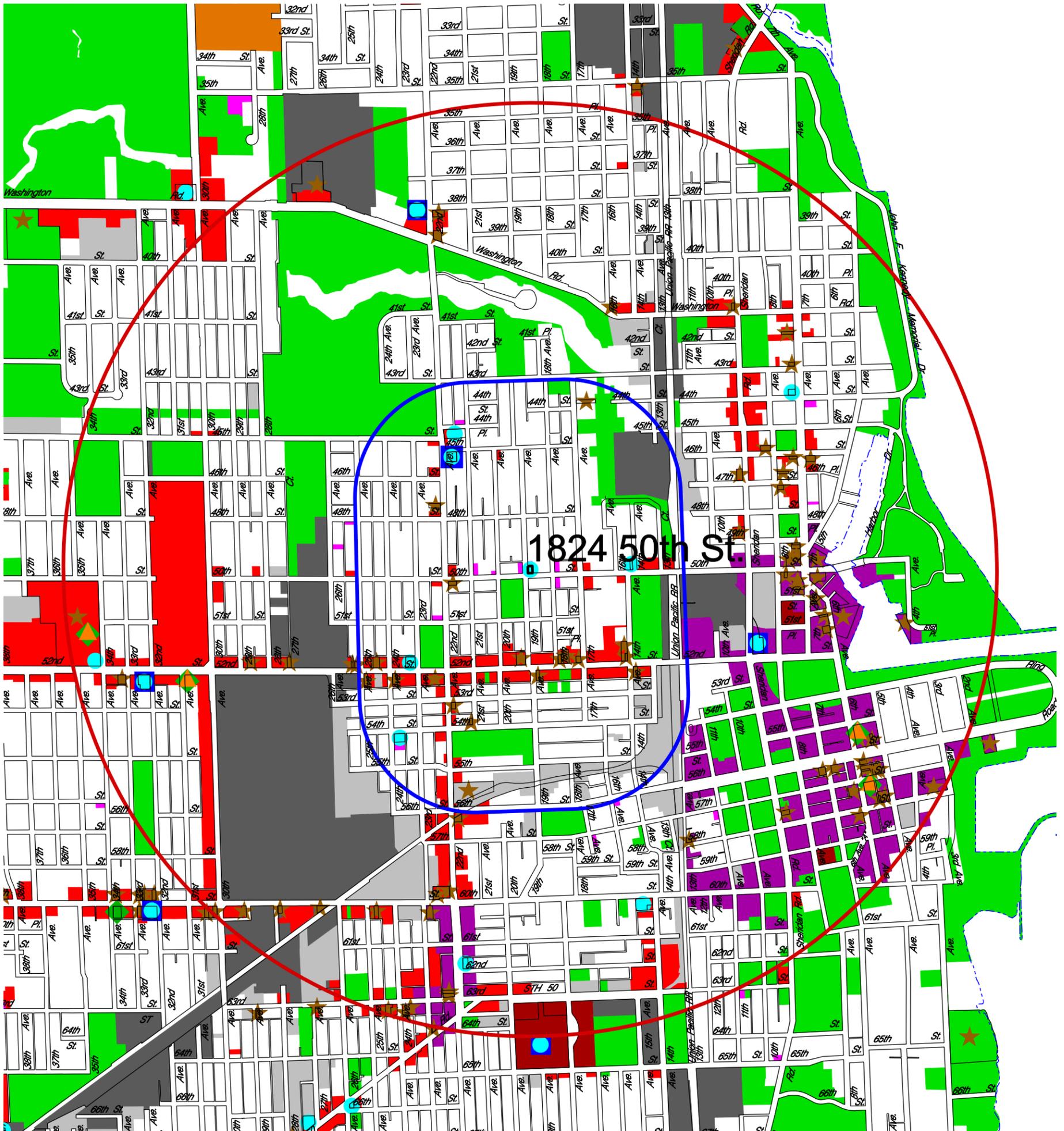
5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	14	5	4	79	4
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	6	1	0	15	0
Other Districts	0	0	0	0	0



City of Kenosha

Class "A" Retail Beer Application 1824 50th Street



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

Note: Residential Districts are not colored.

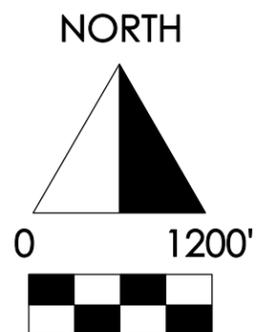
Note: Business Districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	4	0
Business Districts	14	5	4	79	4
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	6	1	0	15	0
Other Districts	0	0	0	0	0



**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW CLASS "A" RETAIL BEER LICENSE**

1. Applicant Name NASERA - Yusuf Business Name Quality Grocery LLC

2. Property Information: Address 1924 50th ST Owner _____

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

Square footage of building 2,000 Assessed value of property 105,000 -

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 12,000 - 17,000

4. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 1 Number of Part Time Employees 0

5. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER 14,000 -

LIQUOR _____

FOOD \$8,000 -

OTHER (specify) 10,000

TOTAL GROSS MONTHLY REVENUE 62,000

6. Explain how the issuance of this license will benefit the City: Service to the shoppers who don't have cars and convenience

7. List other factors the Common Council should consider: Business has been a convenient neighborhood business for many years without any problems

Answers to the following questions will be considered by Common Council to determine whether to grant this license. Additionally, City Ordinance prohibits the issuance of this type of license if the location is within 5,280 feet (1 mile) of any other City issued Class "A" beer license. If the location is found to be within this distance, a special exception may be made in writing to the City Development Department. The following will also be considered in the case of a special exception request.

8. Explain why the business will have a substantial positive impact upon the surrounding properties well managed and well maintained

9. Explain why the business have a significant, positive influence on the City economy Contributing to the city by paying sales tax

10. Explain whether the business is compatible with the overall purpose of the land use and consistent with the City and neighborhood plans Convenient to neighborhood

Applicant's Signature NH

FOR OFFICE USE ONLY

Date Sent to CDI _____ Clerk Initials _____

LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

1824 50th STREET INC.

(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
- "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
- "Class C" Wine

Affiant will surrender said license #(s) 6265130016202 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

QUALITY GROCERY LLC

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 6265130016202, to the City Clerk

prior to the time a license is issued to QUALITY GROCERY LLC

and provide further that a license is granted to NASER AYUSUF the person herein designated.

CAMAL A. MOHAMAD

Individual/Partner/President of Corporation

Partner/Corporate Officer

CAMAL A. MOHAMAD

Subscribed and sworn to before me this 1st day of October, 2012

Kathleen M Lovetro

Notary Public

Kenosha County, Wisconsin

My Commission Expires: 7-26-15

**KENOSHA POLICE DEPARTMENT
MEMORANDUM**

DATE : OCTOBER 10, 2012
TO : CITY CLERK DEBBIE SALAS
FROM : INSPECTOR LEWIS LINDQUIST
SUBJECT : CLASS "A" BEER ONLY
NO ADVERSE RECOMMENDATIONS

Based on available information, there are no adverse recommendations regarding the following applicant:

LICENSEE NASER AHMAD YUSUF, DOB 07-26-1968

TRADE NAME QUALITY GROCERY LLC
1824-50TH STREET

Inspector Lewis Lindquist

Inspector Lewis Lindquist

ORIGINAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning November 6 20 12 ;
ending June 30, 20 13

TO THE GOVERNING BODY of the: Town of } Kenosha
 Village of }
 City of }
County of Kenosha Aldermanic Dist. No. 1 (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): RUTZ PUZZLE HOUSE LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

President/Member THE PRESIDENT Name Kevin Rutkowski Home Address 5821 1st Street Post Office & Zip Code 53403
Vice President/Member _____
Secretary/Member _____
Treasurer/Member _____
Agent Kevin Rutkowski 5821 1st Street Racine, WI 53403
Directors/Managers _____

3. Trade Name RUTZ PUZZLE HOUSE KR. Business Phone Number 262-960-9600
4. Address of Premises 4224 7th AVE Post Office & Zip Code 53140-2857

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 10-13-12 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1st FLOOR + BASEMENT

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? JUDITH GREN0
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5830.5) before beginning business? (phone 1-800-937-8664) Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? (phone (808) 288-2776) Yes No
14. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

On 11 day of October
Julie Bauer Kenosha
(City/Notary Public)

JULIE BACH-KINDSVATER
Notary Public of Corporation (Member/Manager of Limited Liability Company/Partner/Individual)
State of Wisconsin
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires 5-11-14
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Applicant's Wisconsin Seller's Permit Number: 456-1027860664-02
Federal Employer Identification Number (FEIN): 46-1058940

LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Wholesale beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ 46.00
TOTAL FEE	\$ 496.00

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10-12-12</u>	Date reported to council/board <u>11-5-12</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk <u>Rachy Lovetro</u>
Date license granted	Date license issued	License number issued	

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR A NEW CLASS "B" RETAIL BEER and/or "CLASS B" LIQUOR LICENSE**

1. Applicant Name KEVIN RUTKOWSKI Business Name RUTZ PUZZLE HOUSE, LLC

2. Property Information: Address 4224 7th AVE Owner KEVIN RUTKOWSKI

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

Square footage of building 2,080 Assessed value of property \$ 128,700.00

3. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$ 11,000.00

4. Number of Employees (NOTE: A minimum of two (2) employees are required to be on premises during the hours in which the sale of Class A Liquor beverages are permitted.)

Number of Full Time Employees 1 (Myself) Number of Part Time Employees 5

5. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER \$ 19,400.00 (63%)

LIQUOR \$ 5,600.00 (37%)

FOOD \$ 300.00

OTHER (specify) Soda, COFFEE, Misc Non Alcoholic Beverages \$ 500.00

TOTAL GROSS MONTHLY REVENUE \$ 19,800.00

6. Explain how the issuance of this license will benefit the City: Plan to make continuous improvements to the property, plan to hold various charitable events, fund raisers.

7. List other factors the Common Council should consider: I have great respect for the city and the neighborhood the bar resides in. I will run a courteous neighborhood business and my ~~business~~ operations will reflect this.

Applicant's Signature 

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

JUDITH GREN O

(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
 - "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
 - "Class C" Wine

Affiant will surrender said license #(s) ~~130133~~ J.G. to the City Clerk

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

RUTZ PUZZLE HOUSE, LLC

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 130133, to the City Clerk

prior to the time a license is issued to RUTZ PUZZLE HOUSE, LLC

and provide further that a license is granted to RUTZ PUZZLE HOUSE, LLC the person herein designated.

Judith A. Greno
Individual/Partner/President of Corporation

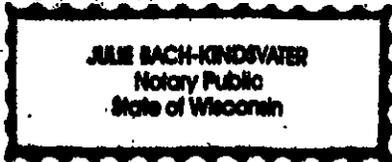
Partner/Corporate Officer

Subscribed and sworn to before me this 15th day of October, 2012

Julie Bach-Kindsvater
Notary Public

Kenosha County, Wisconsin

My Commission Expires: 5-11-14



**KENOSHA POLICE DEPARTMENT
M E M O R A N D U M**

DATE : OCTOBER 24, 2012
TO : CITY CLERK DEB SALAS
FROM : INSPECTOR LEWIS LINDQUIST
**SUBJECT : CLASS "B" BEER & CLASS "B" LIQUOR LICENSE
NO ADVERSE RECOMMENDATIONS**

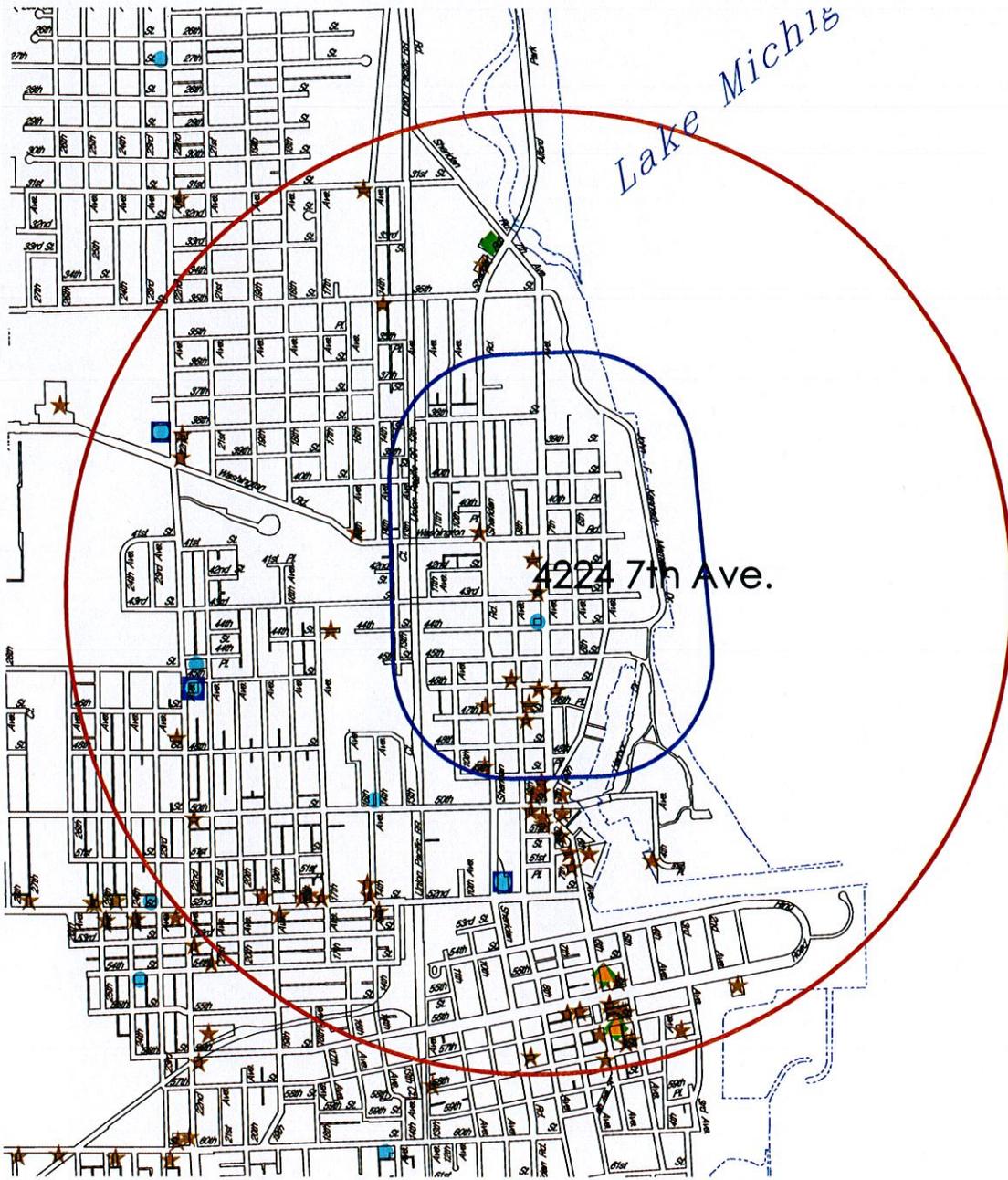
Based on available information, there are no adverse recommendations on the following listed applicant:

APPLICANT RUTZ PUZZLE HOUSE LLC
AGENT KEVIN RUTKOWSKI, DOB 04-03-1974
SURRENDERED BY JUDITH GRENO
TRADE NAME RUTZ PUZZLE HOUSE
PREMISE ADDRESS 4224-7TH AVENUE

For your information.

City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 4224 7th Avenue



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

— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	6	3	3	54	2
Other Districts	0	0	0	0	0

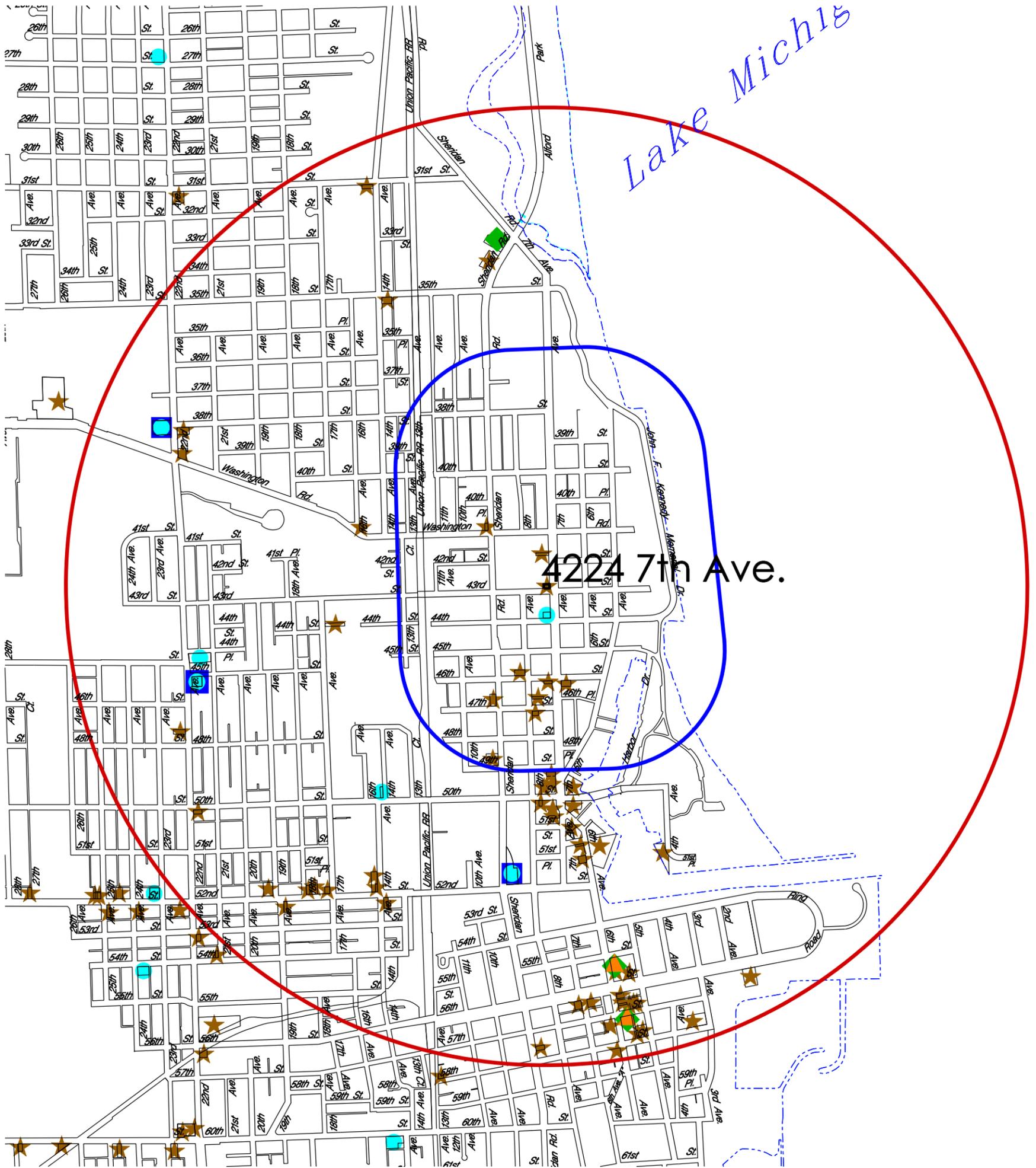
6 Block Radius	Class				
	Class "A"	"Class A"	Class "B"	Class "B" & Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	0	0	9	0
Other Districts	0	0	0	1	0

NORTH



City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 4224 7th Avenue



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

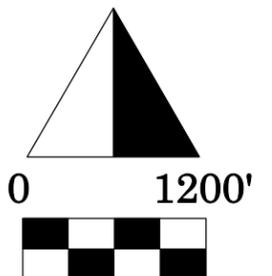
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	6	3	3	54	2
Other Districts	0	0	0	0	0

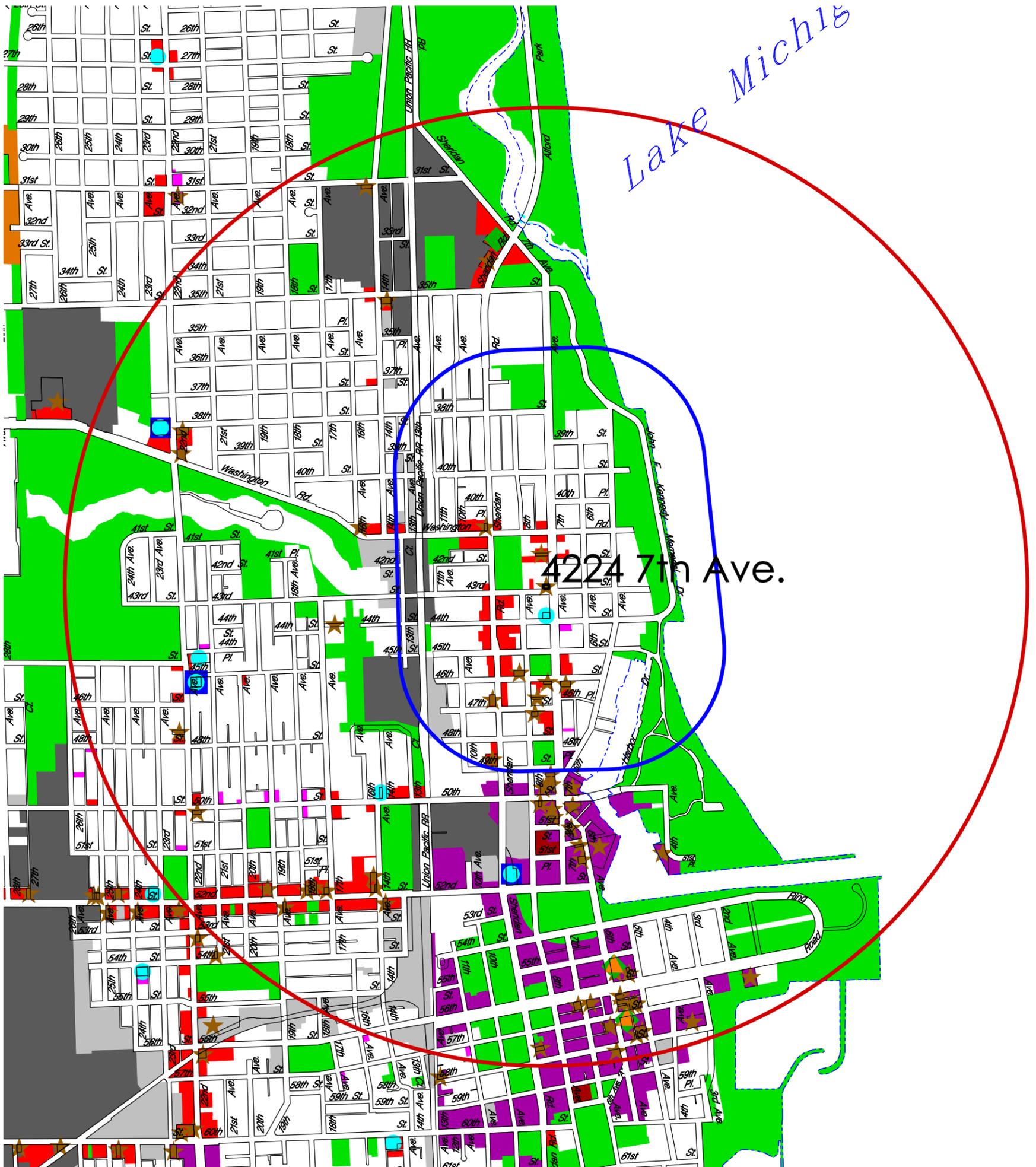
6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	0	0	9	0
Other Districts	0	0	0	1	0

NORTH



City of Kenosha

Class "B" Beer/"Class B" Liquor Combination Application 4224 7th Avenue



Lake Michigⁿ

4224 7th Ave.

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

Note: Residential Districts are not colored.

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

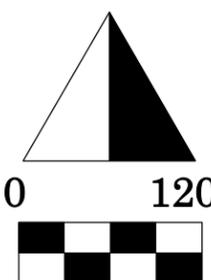
— 5,280 ft from Applicant

— 6 blocks from Applicant

5,280 ft Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	3	0
Business Districts	6	3	3	54	2
Other Districts	0	0	0	0	0

6 Block Radius	Class "A"				
	Class "A"	"Class A"	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0
Business Districts	1	0	0	9	0
Other Districts	0	0	0	1	0

NORTH



**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

The Operator's (Bartender's) License of Anthony Corrao

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the Operator's (Bartender's) License of Anthony Corrao came to the Committee for a hearing on September 10, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, Anthony Corrao did not appear.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common

Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Anthony Corrao was personally served with the Summons and Complaint attached hereto as Exhibit A.
2. That absent the appearance of the Licensee, the facts as alleged in the Complaint are found to be fact.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.1. of the Code of General Ordinances for the City of Kenosha, any licensee who within two consecutive license terms equals or exceeds a total of 100 demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects the licensee to having their license revoked, nonrenewed or suspended within the discretion of the Common Council. Section 10.063.D.9.e further allows for denial of a renewal application if the application is deemed untrue, incorrect or incomplete.
2. Based on the uncontroverted allegations in Exhibit A, the renewal application of the Licensee is deemed untrue, incorrect or incomplete.

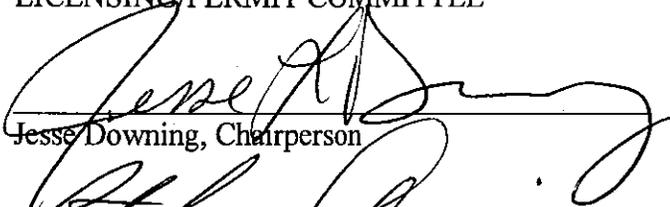
RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the arguments of Counsel for the City of Kenosha, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and

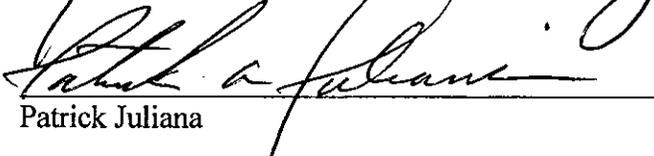
Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the operator's license of Anthony Corrao be suspended for a period of 30 days and that notice of said suspension be sent to the Licensees employer as identified on his renewal application. The Licensee may reinstate after the expiration of the suspension subject to 45 demerit points.

Dated at Kenosha, Wisconsin, on this 22 day of October, 2012.

LICENSING/PERMIT COMMITTEE

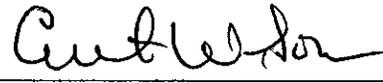


Jesse Downing, Chairperson



Patrick Juliana

Anthony Kennedy



Curt Wilson



Chris Schwartz

COPY

COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE

In The Matter Of:
OPERATOR'S (BARTENDER'S)
LICENSE OF
ANTHONY CORRAO

SUMMONS
ORDER TO APPEAR
AND SHOW CAUSE

TO: Anthony Corrao
3309 - 30th Street
Kenosha, WI 53144

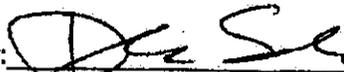
YOU ARE HEREBY ORDERED TO APPEAR AND SHOW CAUSE, on Monday, the 10th day of September, 2012, at 6:30 o'Clock in the P.M. in Room 202 of the Municipal Office Building, 625 - 52nd Street, Kenosha, Wisconsin, before the Committee on Licenses/Permits of the Common Council of the City of Kenosha, Wisconsin, AND SHOW CAUSE why the Operator's (Bartender's) License issued to you, subject to a non-renewal/revocation hearing, should not be revoked for the reasons specified in the attached Complaint.

YOUR FAILURE TO APPEAR WILL RESULT IN THE
SUSPENSION AND/OR REVOCATION OF SAID LICENSE

Dated at Kenosha, Wisconsin, this 31st day of August, 2012.

CITY OF KENOSHA, WISCONSIN

By:



DEBRA SALAS
City Clerk/Treasurer

Drafted by:
MATTHEW A. KNIGHT
Deputy City Attorney

EXA

COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE

In The Matter Of:

THE OPERATOR'S (BARTENDER'S)
LICENSE OF ANTHONY CORRAO

COMPLAINT

NOW COMES DEBRA SALAS, City Clerk/Treasurer for the City of Kenosha, Wisconsin, and hereby states and complains on information and belief as follows:

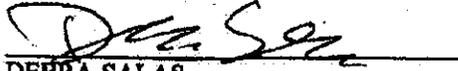
1. Debra Salas is an adult resident of the State of Wisconsin, and is City Clerk/Treasurer for the City of Kenosha, Wisconsin.
2. Anthony Corrao, hereinafter "Licensee", at all times relevant herein, was and is an adult resident of the City of Kenosha, Wisconsin, and as of May 4, 2012, lived at 3309 - 30th Street, Kenosha, Wisconsin.
3. Licensee was initially granted an Operator's (Bartender's) License, hereinafter referred to as "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", December 7, 2010, pursuant to Section 10.063 of the Code of General Ordinances of the City of Kenosha, Wisconsin.
4. That Licensee filed a renewal application for renewal of his License on May 4, 2012. That said application was untrue, incorrect and/or incomplete contrary to Section 10.063.D.9.e. of the Code of General Ordinances, to wit: Licensee failed to identify a citation he received for Sale of Alcohol to a Minor (City of Kenosha, Municipal Citation #N1244421) on his renewal application as required by question 1 of the renewal application.
5. Under Section 10.03.B. of the Code of General Ordinances, in the event an application is determined to be untrue, incorrect or incomplete upon review, the application shall be denied.
6. That Licensee had his License renewed by the Council on June 18, 2012, subject to a non-renewal/revocation hearing.
7. That filing an untrue, incorrect or incomplete renewal application for an

operator's license is a basis for denying (revoking) applicant's operator's license.

NOW, THEREFORE, Complainant requests the suspension and/or revocation of the License held by Licensee.

Dated at Kenosha, Wisconsin, this 31st day of August, 2012.

CITY OF KENOSHA, WISCONSIN



DEBRA SALAS

City Clerk/Treasurer

City of Kenosha, Wisconsin

Subscribed and sworn to before me
this 31st day of August, 2012.


Matthew A. Knight
Notary Public, Kenosha County, WI.
My Commission is permanent.

Drafted by:
MATTHEW A. KNIGHT
Deputy City Attorney

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

The Class "B" Beer / Class "B" Liquor Combination License of:

BRAGADOS BANQUETS, LLC, d/b/a BRAGADOS BANQUETS, Marco Mendez, Agent

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on October 22, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, by its agent Marco Mendez, appeared in person and without counsel.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Marco Mendez, agent of licensee is an adult resident of the Village of Pleasant Prairie, Wisconsin, and as of April 5, 2012, lived at 11402 11th Avenue, Pleasant Prairie, Wisconsin;
2. Licensee was initially granted a Class "B" Beer/"Class B" Liquor Combination License, hereinafter "License", by the Common Council, on July 18, 2011, pursuant to Section 10.063 of the General Code of Ordinances for the City of Kenosha, subject to forty (40) demerit points, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha;
3. That Licensee filed a renewal application on April 5, 2012, for the licensing period beginning on July 1, 2012, and concluding on June 30, 2013;
4. That Licensee had its license renewed by the City Council on June 4, 2012, subject to a non-renewal revocation hearing;
5. That Licensee was assessed twenty (20) demerit points based on a conviction of Operating without a Cabaret License, contrary to Section 10.07 of the Code of General Ordinances, pursuant to Sections 10.063 D.6.a.2 of the Code of General Ordinances, said violation having occurred on February 26, 2011, and resulting in a conviction in the Municipal Court of the City of Kenosha on March 30, 2011;
6. That Licensee was assessed twenty (20) demerit points based on a conviction of Purchasing Fermented Malt Beverages from an Unauthorized Source, contrary to Section 125.33(9), Wis. Stats., pursuant to Sections 10.063 D.6.a.1 of the Code of General Ordinances, said violation having occurred on March 9, 2011, and resulting in a conviction in the Municipal Court of the City of Kenosha on March 30, 2011;

7. That Licensee was assessed forty (40) demerit points based on a conviction of Unauthorized Sale of Alcohol, contrary to Section 125.26, Wis. Stats., pursuant to Sections 10.063 D.1, 10.063 D.6.a.1 and 10.063 D.6.d of the Code of General Ordinances, said violation having occurred on January 6, 2012, and resulting in a conviction in the Municipal Court of the City of Kenosha on April 2, 2012;

8. That Licensee was assessed forty (40) demerit points based on a conviction of Operating without an Amusement Device License, contrary to Section 12.001 B.1 of the Code of General Ordinances, pursuant to Sections 10.063 D.6.a.6 and 10.063 D.6.d of the Code of General Ordinances, said violation having occurred on February 11, 2012, and resulting in a conviction in the Municipal Court of the City of Kenosha on April 10, 2012.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063 D.2.a. of the Code of General Ordinances for the City of Kenosha, any licensee who within seven hundred thirty (730) consecutive days accumulates a total of one hundred (100) or more demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects the Licensee to having its license revoked, non-renewed or suspended within the discretion of the Common Council.

2. The Licensee's accumulation of one hundred twenty (120) demerit points within seven hundred thirty (730) consecutive days subjects the Licensee to having its license revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

3. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points and the fact that no violations have occurred for approximately eight (8) months, the Licensing/Permit Committee concludes that the approval of the license subject to the assessment of eighty (80) demerit points is the appropriate action to be taken.

RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the license for Bragados Banquets, LLC, Marco Mendez, agent, be approved subject to eighty (80) demerit points.

Dated at Kenosha, Wisconsin, on this 29 day of October, 2012.

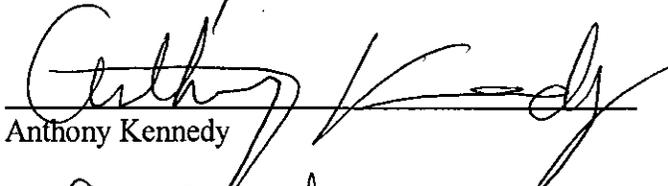
LICENSING/PERMIT COMMITTEE



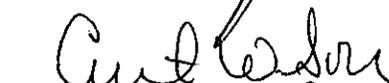
Jesse Downing, Chairperson



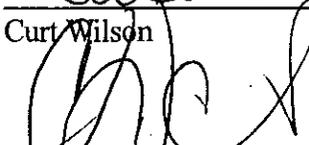
Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

**The Class "B" Beer / Class "B" Liquor Combination License of RENDEZVOUS BAR &
GRILL, INC., d/b/a RENDEZVOUS TIKI LOUNGE, William Koprovic, Agent**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on October 22, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, by its agent William Koprovic, appeared in person and without counsel.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common

Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. William Koprovic, agent of Rendezvous Bar & Grill, Inc., d/b/a Rendezvous Tiki Lounge, hereinafter "Licensee", at all times mentioned herein, was and is an adult resident of the Town of Salem, Wisconsin, and as of April 16, 2012, resided at 23701 – 45th Street, Salem, Wisconsin, 53168;
2. Licensee was initially granted a Class "B" Beer/"Class B" Liquor Combination License, hereinafter "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", on July 1, 2003, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;
3. Licensee's license includes an Outdoor Area Extension which permits the consumption of alcoholic beverages in a designated outdoor area, pursuant to the terms of Section 10.075 of the Code of General Ordinances;
4. The Licensee has filed renewal applications for each successive year with its most recent renewal application for renewal of the license dated April 16, 2012, for the licensing period beginning on July 1, 2012 and concluding on June 30, 2013.
5. The Licensee had its License renewed by Council on June 4, 2012, subject to a non-renewal revocation hearing;
6. That Licensee was convicted of Permitting an Underage Person to Loiter on the Licensed Premises, contrary to Wisconsin Statute §125.07(3)(b), in the City of Kenosha Municipal Court on January 4, 2011, the violation having occurred on October 10, 2010. The Licensee was

assessed twenty (20) demerit points based upon this conviction pursuant to Section 10.063 D.6.a.1. of the Code of General Ordinances;

7. That Licensee was assessed twenty (20) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Permitting an Underage Person to Loiter on License Premises, contrary to Wisconsin Statute §125.07(3)(b), pursuant to Sections 10.063 D.1. and 10.063 D.6.a.1. of the Code of General Ordinances, said violation having occurred on May 19, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

8. That Licensee was assessed forty (40) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Sale of Alcohol to an Underage Person on Premises, contrary to Wisconsin Statute §125.07(1) (a), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on May 19, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

9. That Licensee was assessed forty (40) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Permitting an Underage Person on Premises, contrary to Wisconsin Statute §125.07(3) (b), pursuant to Sections 10.063 D.1., 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on June 24, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

10. That Licensee was assessed forty (40) demerit points based upon a conviction of Purchasing Liquor From an Unauthorized Source, contrary to Wisconsin Statute §125.69(5), pursuant to Sections 10.063 D.6.a.1., and 10.063 D.6.d., of the Code of General Ordinances, said

violation having occurred on January 3, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on March 6, 2012;

11. That Licensee was assessed forty (40) demerit points based upon a conviction of Operating Without a Cabaret License, contrary to Section 10.07, of the Code of General Ordinances, pursuant to Sections 10.063 D.6.a.2., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on August 20, 2012. This matter remains pending with a Pretrial date scheduled for November 13, 2012;

12. That Licensee has accumulated two hundred (200) demerit points within seven hundred thirty (730) consecutive days pursuant to Section 10.063 of the General Code of Ordinances;

13. Pursuant to Section 10.075 E.7. of the General Code of Ordinances, the accumulation of more than fifty (50) demerit tracking points pursuant to Section 10.063 subjects the Licensee to the non-renewal, revocation or suspension of the Licensee's licensed Outdoor Area, as determined by Council.

14. Pursuant to Section 10.063 D.2.a. of the Code of General Ordinances, the accumulation of one hundred (100) demerit within seven hundred thirty (730) consecutive days subjects the Combination Licensee to the non-renewed, revoked or suspended, as determined by Council.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.2 of the Code of General Ordinances for the City of Kenosha, any licensee who within 730 consecutive days accumulates a total of 100 or more demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee,

whether or not charged or convicted, subjects the Licensee to having its license revoked, non-renewed or suspended within the discretion of the Common Council.

2. Pursuant to Section 10.075 E.7. of the General Code of Ordinances, the accumulation of more than fifty (50) demerit tracking points pursuant to Section 10.063 subjects the Licensee to the non-renewal, revocation or suspension of the Licensee's licensed Outdoor Area, as determined by Council.

3. The Licensee's accumulation of 200 demerit points within 730 consecutive days subjects the Licensee to having its licenses revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

4. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points, the Licensing/Permit Committee concludes that a concurrent suspension of the Licensee's Combination License and Outdoor Extension License of 15 consecutive days is appropriate. It further believes that the reinstatement of said licenses be subject to the assessment of 80 demerit points is the appropriate action to be taken.

RECOMMENDATION

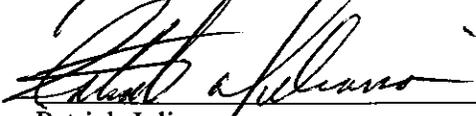
Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the Combination and Outdoor Extension License of the Rendezvous Bar & Grill, Inc., be concurrently suspended for a period of 15 consecutive days and be reinstated subject to eighty (80) demerit points.

Dated at Kenosha, Wisconsin, on this 29 day of October, 2012.

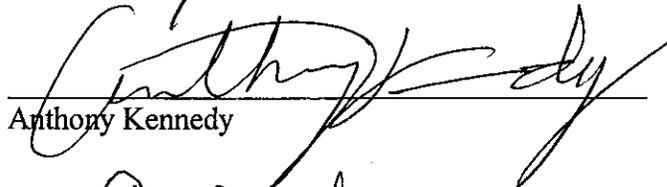
LICENSING/PERMIT COMMITTEE



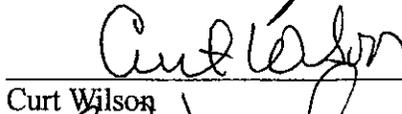
Jesse Downing, Chairperson



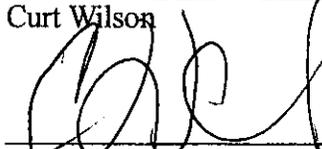
Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

**COMMON COUNCIL
CITY OF KENOSHA, WISCONSIN
LICENSING/PERMIT COMMITTEE**

In The Matter Of:

**The Class "B" Beer / Class "B" Liquor Combination License of GGR, LLC, d/b/a BULL &
BEAR EATERY & TAVERN**

Findings of Fact, Conclusions of Law and Recommendation

The Complaint of the Deputy City Clerk/Treasurer for the City of Kenosha seeking the revocation of the above captioned license came to the Committee for a hearing on October 22, 2012.

The members of the Licensing/Permit Committee present for the hearing were Chairman Jesse Downing, Patrick Juliana, Anthony Kennedy, Curt Wilson and Chris Schwartz. The Licensing/Permit Committee was represented by special counsel, Steven M. Cain.

The Deputy City Clerk/Treasurer was represented by Deputy City Attorney Matthew A. Knight.

The Licensee, by its agent Nicholas Gochis, appeared in person and without counsel.

NOW THEREFORE, based on the testimony and evidence received at the hearing, the arguments of counsel for the City, the arguments of the Licensee, and the discussion by the members of the Licensing/Permit Committee, the Licensing/Permit Committee of the Common

Council of the City of Kenosha makes the following Findings of Fact, Conclusions of Law and Recommendation:

FINDINGS OF FACT

1. Nicholas Gochis, agent of GGR, LLC, d/b/a Bull & Bear Eatery & Tavern, hereinafter "Licensee", at all times mentioned herein, was and is an adult resident of the City of Kenosha, Wisconsin, and as of April 13, 2012, resided at 3322 16th Place, Kenosha, Wisconsin, 53144;

2. Licensee was initially granted a Class "B" Beer/"Class B" Liquor Combination License, hereinafter "License", by the Common Council for the City of Kenosha, Wisconsin, hereinafter referred to as "Council", on March 3, 2011, pursuant to Chapter 10 of the Code of General Ordinances of the City of Kenosha, Wisconsin;

3. Licensee's license includes an Outdoor Area Extension which permits the consumption of alcoholic beverages in a designated outdoor area, pursuant to the terms of Section 10.075 of the Code of General Ordinances;

4. The Licensee has filed renewal applications for each successive year with its most recent renewal application for renewal of the license dated April 13, 2012, for the licensing period beginning on July 1, 2012 and concluding on June 30, 2013.

5. The Licensee had its License renewed by Council on June 4, 2012, subject to a non-renewal revocation hearing;

6. That Licensee was assessed twenty (20) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Permitting an Underage Person to Loiter on License Premises, contrary to Wisconsin Statute §125.07(3)(b), pursuant to Sections 10.063 D.1. and 10.063 D.6.a.1. of the Code of General Ordinances, said violation having occurred

on May 19, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

7. That Licensee was assessed twenty (20) demerit points based upon a conviction of Licensee's employee and Licensee's companion citation for Sale of Alcohol to an Underage Person on Premises, contrary to Wisconsin Statute §125.07(1)(a), pursuant to Sections 10.063 D.1. and 10.063 D.6.a.1., of the Code of General Ordinances, said violation having occurred on May 19, 2011, and resulting in a conviction in the Municipal Court for the City of Kenosha on August 2, 2011;

8. That Licensee was assessed forty (40) demerit points based upon a conviction of Operating Without an Amusement Device License, contrary to Section 12.001 B.1., of the Code of General Ordinances, pursuant to Sections 10.063 D.6.a.6., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on February 6, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on April 30, 2012;

9. That Licensee was assessed forty (40) demerit points based upon a conviction of Operating Without an Amusement Device License, contrary to Section 12.001 B.1., of the Code of General Ordinances, pursuant to Sections 10.063 D.6.a.6., and 10.063 D.6.d., of the Code of General Ordinances, said violation having occurred on April 16, 2012, and resulting in a conviction in the Municipal Court for the City of Kenosha on July 9, 2012;

10. That Licensee has accumulated one hundred twenty (120) demerit points within seven hundred thirty (730) consecutive days pursuant to Section 10.063 of the General Code of Ordinances;

11. Pursuant to Section 10.075 E.7. of the General Code of Ordinances, the accumulation of more than fifty (50) demerit tracking points pursuant to Section 10.063 subjects

the Licensee to the non-renewal, revocation or suspension of the Licensee's licensed Outdoor Area, as determined by Council.

12. Pursuant to Section 10.063 D.2.a. of the Code of General Ordinances, the accumulation of one hundred (100) demerit within seven hundred thirty (730) consecutive days subjects the Licensee to the non-renewal, revocation or suspension of said License held by Licensee, as determined by Council.

CONCLUSIONS OF LAW

1. Pursuant to Section 10.063.D.2 of the Code of General Ordinances for the City of Kenosha, any licensee who within 730 consecutive days accumulates a total of 100 or more demerit points for conduct described in Sections 10.063.D.7-13 of the Code of General Ordinances for the City of Kenosha committed by the Licensee, or an employee or agent of the licensee, whether or not charged or convicted, subjects the Licensee to having its license revoked, non-renewed or suspended within the discretion of the Common Council.

2. The Licensee's accumulation of 120 demerit points within 730 consecutive days subjects the Licensee to having its license revoked, non-renewed or suspended pursuant to Section 10.063 of the Code of General Ordinances for the City of Kenosha.

3. Based on the Licensee's admissions concerning the violations giving rise to the assessment of demerit points, the Licensing/Permit Committee concludes that the approval of the license subject to the assessment of 80 demerit points is the appropriate action to be taken.

RECOMMENDATION

Based on the allegations of the Complaint, the evidence and testimony received at the hearing, the admissions of the Licensee, the arguments of Counsel for the City of Kenosha, the

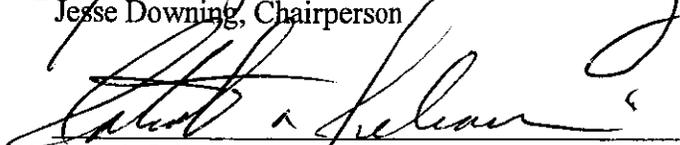
arguments of the Licensee, the discussions by the members of the Licensing/Permit Committee, and the Findings of Fact and Conclusions of Law set forth above, the Licensing/Permit Committee recommends to the Common Council, by a vote of 5-0, that the license of GGR, LLC, Nicholas Gochis, agent, be approved subject to eighty (80) demerit points.

Dated at Kenosha, Wisconsin, on this 29 day of October, 2012.

LICENSING/PERMIT COMMITTEE



Jesse Downing, Chairperson



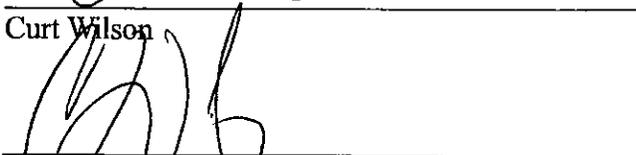
Patrick Juliana



Anthony Kennedy



Curt Wilson



Chris Schwartz

FACT SHEET Kenosha Historic Preservation Commission	Community Development Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	October 25, 2012	Item 1
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By Alderperson Jan Michalski - To Create Chapter XXXVIII of the Code of General Ordinances Entitled Kenosha Heritage. PUBLIC HEARING

PURPOSE:

To review and recommend the revised proposed Ordinance.

NOTIFICATIONS/PROCEDURES:

The Common Council is the final review authority.

ANALYSIS:

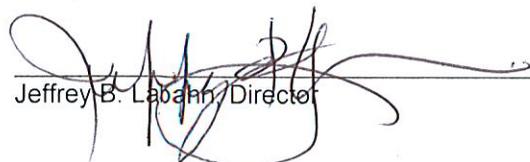
- The Kenosha Heritage Ordinance was reviewed by the Common Council and referred back to the Historic Preservation Commission due to concerns of inability for units of government to object to listings, as well as daily fees in the penalty section of the Ordinance.
- The attached proposed Ordinance now provides for the ability for governmental owners, as well as private owners, to object to a proposed listing on the inventory. The Common Council is not permitted to add items to the inventory if the property owner objects.
- A one time penalty of \$1,000.00 was added to the Ordinance since the original version.
- The Commission will provide a recommendation to the Common Council. The Common Council is the final review authority.
- Upon approval of historical artifacts, no person or entity, including any department or agency of the City is permitted to transfer, relocate or alter historical artifacts

RECOMMENDATION:

For review and recommendation.



Michael Maki, A.I.C.P.



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1HIST PRES/2012/Oct25/fact-Chap 38.odt

9/24 Changes

SPONSOR: ALDERPERSON JAN MICHALSKI
CO-SPONSOR: ALDERPERSON MICHAEL J. ORTH

**TO CREATE CHAPTER XXXVIII OF THE CODE OF
GENERAL ORDINANCES ENTITLED KENOSHA HERITAGE**

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

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

Kenosha, Wisconsin, is hereby created as follows:

38.01 Preservation of Historical Artifacts.

A. Purpose. The purpose of this section is to promote the general welfare by providing for the identification, protection, enhancement, perpetuation, and use of artifacts that reflect special aspects of the City's historical, architectural, cultural, or aesthetic heritage for the following reasons:

1. To encourage public knowledge, understanding, and appreciation of the City's past;
2. To foster civic pride in the beauty and character of the City and the accomplishments of its past;
3. To preserve the visual character of the City by preserving artifacts that reflect its history, and
4. To preserve positive, tangible aspects that are unique to the City.

B. Definitions.

1. **Commission** for the purposes of this section means the Historic Preservation Commission.
2. **Artifacts** for the purposes of this section are manmade objects of cultural or historical significance that are located or have been displayed within the City.
3. **Object.** Means an item that is:
 - a. by nature of design moveable;
 - b. a structure that was not designed to be habitable; or
 - c. an aesthetic feature of a structure, regardless of whether the structure is habitable, that may be removed from the structure or obliterated, without significant structural damage to the structure.
4. **Historical artifact** means an artifact that is:
 - a. A local historical artifact that is at least 50 years old; or
 - b. Associated with a property that meets the criteria for listing on the National Register of Historic Places, State Register of Historic Places or as a city landmark.
5. **Inventory of historical artifacts** is the official list of historical artifacts subject to the terms of this section. The inventory of historical artifacts shall be held and maintained by the director of the Department of Community Development and Inspections.
6. **Local historical artifact** is an object that:
 - a. Exemplifies or reflects the cultural, archaeological, political, economic, social, or religious

history; or

- b. Is identified with personages, events, or periods of history which personages, events, or periods are significant to the community; or
- c. Embodies distinguishing characteristics of architecture, an architect, architectural materials, craftsmanship, or works of nature; or
- d. In its inherent historical nature provides the citizenry with educational or aesthetic enrichment; or
- e. Contributes to the character or understanding of an historic district, property, or structure.

C. Procedures for listing or removal from listing. Official listing on the inventory of historical artifacts, or removal from listing, shall be made by recommendation of the Commission and confirmation by the Common Council.

1. The Commission shall hold a public hearing before recommending that an artifact be listed, or removed from listing, on the inventory of historical artifacts. At least ten days prior to the hearing, the Commission shall in good faith provide written notice to the following:

- a. The Director of the Kenosha Public Museum
- b. The Director of the Department of Community Development and Inspections.
- c. The Director of Public Works.
- d. The General Manager of the Water Utility.
- e. The Fire Chief
- f. The Police Chief
- g. The Mayor and Alderpersons
- h. The owner of the historical artifact or proposed historical artifact.

2. After giving notice as provided in paragraph C.1., the Commission shall conduct the public hearing. The Commission shall have the power to call such other witnesses and to examine such records as it deems necessary.

3. Within 30 days after the close of the public hearing, the Commission shall recommend or decline to recommend to the Common Council the listing, or removal from listing, of the artifact on the inventory of historical artifacts.

4. The Common Council shall act upon the recommendation of the Commission. ~~If an artifact is not owned by a municipal, governmental, or quasi-governmental body, t~~The Common Council may not place the artifact on the inventory of historical artifacts if prior to the Common Council's determination, an objection to the listing is made by the owner of the artifact.

D. Preservation.

1. No person or entity, including but not limited to, any department or agency of the City or the Redevelopment Authority of the City of Kenosha, may permit the transfer, relocation, demolition, obliteration, or alteration of an historical artifact listed on the inventory of historical artifacts without first obtaining the permission of the Commission. If any activity associated with the historical artifact has the potential to damage or cause the loss of such historical artifact, the person responsible for such activity must first present a plan for the protection of such historical artifact to the Commission. The project may not commence or continue until and unless the historical artifact protection plan is approved. The person responsible for the activity must thereafter provide documentation to the Commission, the Director of Public Works, the Director of the Department of Community Development and Inspections, the General Manager of the Water Utility, the Police Chief, or the Fire Chief under whose control and custody the listed historical artifact falls, that the plan was

properly executed.

2. If approval under paragraph D.1.is denied, the applicant may, in writing to the City Clerk within ten days of denial, appeal such decision to the Common Council. The City Clerk shall cause the matter to be placed on the agenda of the meeting of the Common Council next following the receipt of such appeal, consistent with the 24-hour notice provision of the Wisconsin Open Meetings Law. A representative of the Commission shall appear at such meeting to explain the reasons for denial. Approval or denial by the Common Council is final.

E. Documentation. If the Commission finds that the preservation of an historical artifact is not practicable, then the historical artifact shall be documented by photographs, mapping, written description, or such other means or matter deemed most appropriate by the Commission.

F. Stop Work Order. If any member of the Commission learns or discovers that any person or entity is, may be, or is about to be engaged in the transfer, relocation, demolition, or alteration of a historical artifact listed on the inventory of historical artifacts without first obtaining the permission of the Commission, such Commission member shall notify the Chair of the Commission. The Commission Chair shall call a special meeting, to be held within three days (Saturdays, Sundays, and holidays excluded for calculation purposes, but such meeting could be held on a Saturday or Sunday) consistent with the Wisconsin Open Meetings Law, by providing telephonic or written notice to each member of the Commission at his/her usual place of abode at least six hours before the time set for the meeting. No business shall be transacted or action taken at any special meeting other than the prospective stop work order stated in the notice for the meeting. If the Commission issues a stop work order, such order shall in place remain until confirmed, modified, or overruled by the Common Council at a regularly scheduled meeting.

G. Cooperation with Other Public Entities. The Historic Preservation Commission shall work with other public entities, including, but not limited to, the Kenosha Unified School District, Gateway Technical College, County of Kenosha, and State of Wisconsin to extend the protection of this section to historical objects that they own.

H. Penalties. It shall be a violation of this Section for any person, party, firm or corporation, or limited liability company or partnership to violate the provisions of Paragraph D.1. ~~Or~~ Subsection F. Upon conviction, except as otherwise provided, a violator shall be subject to forfeiture of not more than One Thousand (\$1,000) Dollars for each violation, plus the costs of prosecution. ~~Each violation and each day of violation shall be a separate offense.~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON JAN MICHALSKI
CO-SPONSOR: ALDERPERSON MICHAEL J. ORTH

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H. Penalties. It shall be a violation of this Section for any person, party, firm or corporation, or limited liability company or partnership to violate the provisions of Paragraph D.1. or Subsection F. Upon conviction, except as otherwise provided, a violator shall be subject to forfeiture of not more than One Thousand (\$1,000) Dollars for each violation, plus the costs of prosecution.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: **Resolution to approve the 2013 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program**

DATE: October 29, 2012

Attached is the *Resolution to approve the Consolidated Plan - Annual Plan for the CDBG and HOME Programs for 2013*.

The CDBG Committee recommendations were approved by the City Plan Commission at their October 18, 2012 meeting.

The HOME Program Description was recommended for approval by the HOME Commission at their September 19, 2012 meeting.

Minutes from the CDBG Committee meetings and HOME Commission meeting are attached for your reference.

Please contact me at 653.4039 if you have any questions regarding the CDBG Program or contact Mike Maki at 653.4038 regarding the HOME Program.

TG:kas
Attachment

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

RESOLUTION TO APPROVE THE 2013 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 as follows:
CDBG Committee on June 27, 2012; September 11, 2012 and September 12, 2012;
City Plan Commission on July 19, 2012 and October 18, 2012;
Finance Committee on August 6, 2012 and November 5, 2012; and
Common Council on August 6, 2012 and November 5, 2012 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 5, 2012 and the Common Council on November 5, 2012 to consider the 2013 Program Description and obtain citizen comments on housing needs; and

WHEREAS, the 2013 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$844,227 and project allocations are based on this amount; and

WHEREAS, if the actual 2013 CDBG Entitlement Grant is less than \$844,227, program allocations will be adjusted in proportion to each project allocation; and

WHEREAS, if the actual 2013 CDBG Entitlement Grant is more than \$844,227, funds will be used in accordance with the 2013 Fund Allocation Plan approved by the Common Council on August 6, 2012; and

WHEREAS, the 2013 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$341,645 and proposed allocations are based on this amount; and

WHEREAS, if the actual 2013 HOME Entitlement Grant is more or less than \$341,645, the program allocation will be adjusted in proportion to each activity allocation approved in the 2013 Program Description.

NOW, THEREFORE, BE IT RESOLVED by the Common Council, that the 2013 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 ____ day of _____, 2012

ATTEST: _____
Debra Salas, City Clerk-Treasurer

APPROVE: _____
Keith G. Bosman, Mayor

2013 CDBG Program

Public Service

Urban League of Racine and Kenosha, Inc.	Sickle Cell Awareness, Education & Testing	\$1,000
New Song Ministries, Inc.	Whole Person Training	\$1,400
Urban League of Racine and Kenosha, Inc.	Reducing Employment Barriers	\$1,600
Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$4,626
Kenosha Area Family & Aging Service, Inc.	Volunteer Transportation Service	\$5,000
Kenosha Literacy Council, Inc.	Literacy at Work	\$6,300
Kenosha Achievement Center, Inc.	Youth Employment Exploration	\$8,525
ELCA Urban Outreach Center	Helping Residents Become Self-Sufficient	\$11,225
Women & Children's Horizons, Inc.	Legal Advocacy Program – Legal Coordinator	\$17,327
Kenosha YMCA, Inc.	Frank Neighborhood Project	\$23,000
Boys and Girls Club of Kenosha, Inc.	Gang Prevention and Diversion	\$23,031
Kenosha County Interfaith Human Concerns Network, Inc.	Emergency Family Shelter	\$23,600
		<u>\$126,634</u>

Housing, Neighborhood Improvement/Economic Development

Club Breakaway	Facility Improvements	\$2,800
Oasis Youth Center, Inc.	Facility Improvements	\$2,800
Urban League of Racine and Kenosha, Inc.	Facility Improvements	\$5,865
HOPE Council on Alcohol & Other Drug Abuse, Inc.	Facility Improvements	\$6,010
Kenosha Human Development Services, Inc.	Shelter Facility Improvements	\$38,000
Women & Children's Horizons, Inc.	Shelter Facility Improvements	\$45,000
WI Women's Business Initiative Corp.	Micro Enterprise Technical Assistance/Loans	\$92,000
City of Kenosha – Public Works	Street Improvements	\$356,273
		<u>\$548,748</u>

Planning/Management

City of Kenosha	Program Administration/Comprehensive Planning	\$168,845
Total 2013 CDBG Program		\$844,227

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2013 PROGRAM DESCRIPTION

Use of Funds

The City of Kenosha intends to use its 2013 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. Due to the current and ongoing instability in the housing market, the 2013 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities. However, the City will not be using any of its funding for tenant-based rental assistance, as rental assistance is already available through the Kenosha Housing Authority.

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

Program Administration

The City of Kenosha will use 10% of its 2013 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

City of Kenosha Eligible HOME Program Activities

The City of Kenosha may use available 2013 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) Homeowner Rehabilitation
- B) Home Buyer Purchase Assistance city-wide

Community Housing Development Organizations (CHDO's)

The City of Kenosha is setting aside the minimum required 15% of its 2013 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City could also set aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

HOME Program Income

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including

housing rehabilitation projects, homeowner rehabilitation loans, rental property rehabilitation and single family new construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Allocation of Anticipated HOME Program Entitlement and Program Income Funds:
(2013 funds based on the 2012 allocation)**

Activity	Home Funding	Match Funding (25%)
Administration (2013 Funds)	\$34,164.50	\$0
Eligible Housing Activities (2013 Funds)	\$256,233.75	\$64,058.44
CHDO Set-Aside (2013 Funds)	\$51,246.75	\$12,811.69
TOTAL 2013 HOME FUNDING	\$341,645.00	\$76,870.13

Estimated 2013 HOME Program Income (3 houses @ \$74,100, net proceeds at sale, less 10% Program Administration)	\$200,070
Estimated Program Administration (10%)	\$22,230
TOTAL ESTIMATED 2013 HOME PROGRAM INCOME FUNDING	\$222,300

Home Sales Policy

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

HOMEBUYER APPLICANT REQUIREMENTS

Citizenship

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

Income

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

Ability to Obtain Mortgage Financing

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for up to 80% of the purchase price of the property offered for sale (non City owned properties), or up to 57% of the purchase price of the City properties offered for sale.

Down Payment Requirement

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a down payment assistance grant provided through the Federal Home Loan Bank or other source of down payment assistance.

Down Payment Assistance for VA Loan Borrowers

The City may provide a down payment assistance loan of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down payment assistance loans will be a lien filed on the property and will be forgiven provided the borrower resides at the property for a period of 10 years after purchasing the property.

Primary Residence and Owner Occupied Single Family Deed Restriction

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

Homebuyer Counseling Requirement

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

Mortgage Subordinations

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.
- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on refinancing or equity loans. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office or appraised value, whichever is lower, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

HOME PROGRAM ASSISTANCE TO BUYERS

Second Mortgage Purchase Assistance

HOME funded second mortgage purchase assistance will be provided for up to 40% of the purchase price of homes sold by the City of Kenosha. HOME second mortgage purchase loans will be written as deferred payment loans at 0% interest for up to the first fifteen (15) years, then monthly payments will be required for the next fifteen (15) years at an interest rate of 3% annually.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of 3% annually. **As was also part of the approved 2007-2008 HOME Program amendment, these Purchase Assistance Loans will only be made available if the City has HOME Program Income revenue on hand.**

Recapture and Resale Provisions

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

Recapture Option

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

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- Five (5) years when the per unit of HOME funds is less than \$15,000
- Ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- Fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

Affordability periods for home ownership assistance through the HOME Program

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

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

Resale Option

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

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

Enforcement of the Recapture or Resale Options

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

HOME Requirement	Recapture Option	Resale Option
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer's Income	N/A	Deed Restriction & HOME Lien

* HOME Lien is a document recorded as a "Rider" with the HOME Program Mortgage securing repayment of the HOME subsidy.

Matching Funds

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

Funding Reduction and Adjustment Based on Actual HUD Allocation

If the funding level is more or less than the \$341,645 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

Applicability of this HOME Program Description

The 2013 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

Approved by City of Kenosha HOME Program Commission: September 19, 2012

Approved by Common Council:

CITY OF KENOSHA HOME SALES POLICY

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

Applicant Requirements

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support home ownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

FOR FURTHER INFORMATION CONTACT

Department of Community Development & Inspections
625 52nd Street, Room 308
Kenosha, WI 53140
Phone: 262.653.4030
Hours: 8:00 A.M. - 4:30 P.M.

2013 HOME Program Review & Approval Schedule

<i>Date</i>	<i>Activity</i>
By 10/05/12	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
11/05/12	Finance Committee Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description (Public Hearing)
11/05/12	Common Council Review and Consideration of 2013 Annual Plan/Consolidated Plan and 2013 HOME Program Description

ju2/acct/cp/ckays/1HOME PROG/2013/PROGRAM DESCRIPTION/2013_HOME_Program_Description-app.odt

City Plan Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 18, 2012	Item 2
By the Finance Committee - Resolution to approve the 2013 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. PUBLIC HEARING			

LOCATION/SURROUNDINGS:

City - Wide

NOTIFICATIONS/PROCEDURES:

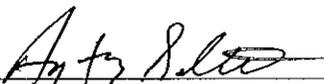
The *CDBG portion* of the Consolidated Plan - Annual Plan has also been referred to the Finance Committee with final approval by the Common Council. The *HOME Program portion* will only go the Finance Committee before final approval by the Common Council.

ANALYSIS:

- The Community Development Block Grant Program (CDBG) is a City-Wide program whose primary purpose is to aid in the elimination of slums/blight and to benefit low/moderate income persons.
- The CDBG Committee held interviews on September 11, 2012 and September 12, 2012. The Committee held the Allocation meeting and made recommendations on September 19, 2012. A copy of the minutes are included for your reference.
- The activities recommended by the CDBG Committee comply with the requirements of the CDBG Program in that they eliminate blight and benefit low/moderate income persons.

RECOMMENDATION:

A recommendation is made to approve the CDBG Committee recommendation for the 2013 CDBG Program.



Anthony Géluche, Development Specialist



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2012/Oct18/fact-con plan-ann plan.odt

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
Minutes
September 11, 2012

MEMBERS PRESENT: Alderman Anthony Kennedy, Alderman Tod Ohnstad, Alderman Daniel Prozanski, Alderman Curt Wilson, Anderson Lattimore, and Ronald Frederick

MEMBERS EXCUSED: Alderman Prozanski

STAFF PRESENT: Anthony Geliche

The meeting was called to order at 5:30 p.m. by Alderman Kennedy and roll was taken.

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to approve the June 27, 2012 meeting minutes. The motion passed. (Ayes 5; Noes 0)

1. Consideration of Proposals for Funding under the 2013 Community Development Block Grant Program

Applicant: *City of Kenosha, Public Works*
Project: *Street Improvements*
Request: *\$548,748.00*

Representatives were Mike Lemens, Director and Shelly Billingsley, Deputy Director. Mr. Lemens presented a map showing the completed projects and future projects.

Question: You mentioned the WISLER - how do you rate with the census tract.

Answer: All streets are rated, and called surface rating. Some items are related to things happening under the street.

Question: How did you rank the five projects your are proposing?

Answer: We look at the streets that are rated at a 2 or 3. We propose more streets than there are funds, in the event additional funds become available. Sometimes we can do work to extend the life of a street.

Question: On the reinvestment table, what is the Block group?

Answer: Mr. Geliche explained that is a census block group - the funds benefit an area instead of individuals.

Question: Do you always ask for so much money?

Answer: We try to do the maximum amount.

Question: Did you spend the reallocated funds?

Answer: Yes - the projects are currently underway. We were able to make a much larger impact.

Applicant: Kenosha Common Markets
Project: Community Commercial Kitchen & Marketplace
Request: \$2,307,656.00

Representatives were Ray Forgianni, President, Melanie Hovey, Secretary/Treasurer. Mr. Forgianni said we received money, but have not spent it yet. They waited until the Downtown Study was completed. They have spent time and money in the past year on a pending lawsuit. The Feasibility Study is roughly \$100,000. They understand that they may not receive money now, but may request some prior to the next year funding cycle from reserve funds.

Alderman Kennedy asked Mr. Geliche to explain a Multi-year funding program. Mr. Geliche said it can be done in different ways: 1) It could be a 3 year commitment, such as what the City did with the Boys and Girls Club. 2) We could utilize funds from future years and pledge future year funds to pay back the amount borrowed. We would need approval from HUD to do so and must pledge City dollars if CDBG money is not available.

Question: Has lawsuit been resolved?

Answer: Have not received a ruling from the Judge, and it may not come until the end of the market season. We have received a new permit from the City and the problem is now resolved.

Question: Have you been able to quantify what jobs have been created from the market?

Answer: No, but we know there are new businesses. There are people that left the market and opened their own business.

Question: On page 10, you state the proposed project is contained in a Neighborhood Plan, which plan?

Answer: The current Downtown Plan

Question: How does Kenosha Common Markets remain non-profit? You want to open a kitchen.

Answer: The kitchen does not affect us remaining a non-profit. We do not redistribute earnings, they are re-invested back into the market. There are three types of a 501(c)3's - charitable, religious or educational.

Mr. Forgianni asked is there still a Section 108 program. Mr. Geliche said there still is - a guaranteed program through HUD, but it may be better to just borrow through the City.

Applicant: Club Breakaway
Project: Exterior Club Renovations
Request: \$3,000.00

Representatives were Timmer Weiher, Vice President; Anthony Derengowski, President; and Laurie Karaway, Vice President of Outside Operations. The funds would be for used for building repairs. The building is mostly cinder block and breaking down.

Question: What do you attribute decrease in the number of people requesting services to?

Answer: Possibly a "seasonal" reason. Certain times of the year the attendance goes down. There are other facilities opening some services, but we offer all of the 12 step program. Attendance does fluctuate.

Question: How are you different than AA?

Answer: Club Breakaway is independent. We are not sponsored or promoted by any other recovery. This building allows any type of meeting that allows the 12 step recovery method.

Question: You have requested money a number of different times. Why the long break since you have asked for help?

Answer: The funding we previously received has been exhausted. We received about \$5,000 a year from them.

Question: The need is great in the community. Have you partnered with other organizations?

Answer: There are various recovery areas. We work with *Lakeshore Borderline*, another recovery area. We recently had a get together with the other recovery clubs.

Applicant: *HOPE Council, Incorporated*
Project: *Waterproofing at Oxford House Lena -1630 56th Street*
Request: *\$6,300.00*

Guida Brown was the representative. They own the property at 1630 56th Street and have recently partnered with Oxford House. The building is in need of repairs.

Question: You can house nine women, are you at full capacity?

Answer: We currently have openings, people have left because of relapse.

Question: Where do you get referrals?

Answer: Other 12 step meeting groups, incarceration, treatment providers, etc.

Question: When someone is asked to leave the house, where do you send them?

Answer: Some move on to First Step.

Applicant: *Kenosha Human Development Services*
Project: *Juvenile Shelter Care - Roof*
Request: *\$60,000.00*

Byron Wright was the representative. The Juvenile Shelter teaches social skills and helps families. They are currently working in the Zion School system and in Kenosha at Whittier School.

Question: Why are you working in Zion?

Answer: They asked us - they are the ones who have asked for help.

Question: Are you only at Whittier School?

Answer: We had a meeting with a few Staff members and they gave us a "test" school.

Question: You said in Zion you cut the number of children in special education in half?

Answer: Yes, we have. We are in about six schools. We use PBIS.

Question: I am surprised by the amount of money we are providing for you. Do you ask for any other funding.

Answer: We might be able to get money from WHEDA. We apply for money every year, but we get funding every 3 - 4 years. Appreciate any money we receive.

Applicant: Oasis Youth Center
Project: Site Air Conditioning Project
Request: \$5,000.00

David Zank, 6217 83rd Avenue, part time fund raiser for the youth center was the representative. They had to close their facility a few days this summer due of the heat.

Question: Would the proposed air conditioning units cool the area used for the youth center or would they cool the entire church?

Answer: Just the youth center, we would store the units when we aren't there. We would also be able to take them with us if we move to a new location.

Question: Under Section 6, you have a lengthy explanation, is the first part for air conditioning request and the rest for the Director position?

Answer: Yes

Question: How many days were you closed because of the heat?

Answer: I believe last year it was 4 days. In the last 2 years it has been 15 days.

Applicant: Oasis Youth Center
Project: Director - Fundraising Project
Request: \$10,000.00

David Zank, 6217 83rd Avenue, part time fund raiser for the youth center was the representative. They have secured funding from some Lutheran congregations

Question: What do you mean hire or call?

Answer: We are affiliated with the Lutheran churches. The person we hire would probably have ministry background or principal experience.

Question: If the funding is not received, other funding will be used. Who are the other people who may be funding.

Answer: Yesterday we got \$15,000 from the Lutheran Community Grants-Lutheran Grant Program. We also received \$5,000 from the Green Bay Packer organization. We possibly have two other smaller donors.

Applicant: *Urban League of Racine & Kenosha, Inc.*
Project: *Energy Conservation Project*
Request: *\$6,375.00*

Yolanda Adams, President and CEO was the representative. They would like to install a second front door to secure the front door area. The request also includes the replacement of two new furnace units.

No questions.

Applicant: *Urban League of Racine & Kenosha, Inc.*
Project: *Reducing Employment Barriers*
Request: *\$30,000.00*

Yolanda Adams, President and CEO was the representative. This program served 50 people last year. The software they have has been extended through 2013, they are a pilot site for this software. They are hoping to have enough money to hire an instructor.

Question: You are looking for \$28,000 of the \$33,000.

Answer: Yes.

Question: Upon completion of the program, what do the participants receive.

Answer: They receive certificates, we show them how their scores have improved.

Question: You have helped 50 people - who has a job today?

Answer: We have a 50% success rate. Some have been able to obtain a well paying job.

Question: How many have met their objectives in the Options Program?

Answer: Some have.

Question: Any collaboration with New Song Ministries?

Answer: Have not had any collaboration with New Song. Only with First Step and Walkin' in My Shoes. If people have low test scores or do not use the software, the total test scores come down. We contact them or then remove them from the program until they are ready to do serious work.

Question: Top shows \$33,000 from CDBG, bottom shows \$28,000

Answer: Should be \$28,000

Applicant: *Urban League of Racine & Kenosha, Inc.*
Project: *Sickle Cell Awareness, Education and Testing*
Request: *\$30,000.00*

Yolanda Adams, President and CEO was the representative. We are looking to combine the Sickle Cell Program with the other Urban League programs. We need to focus on the education of this disease.

Question: Who was doing it before?

Answer: No one in Kenosha, in Racine it was Sickle Cell Foundation, Donnie Snow.

Question: Is it possible to combine the Sickle Cell and Employment Barriers positions?

Answer: It is possible, four hours a day in each program, but they are two entirely different programs. This person would need to have unique skills.

Question: I contacted Kenosha County Division of Health. They don't do anything in this area. Are you proposing to develop a treatment facility at the Urban League?

Answer: No, we would refer them for treatment.

Question: I am not sure you will find someone with the skill set to combine these two positions.

Answer: We have helped, but never ran the program.

Applicant: *Women & Children's Horizons*
Project: *Building Rehabilitation*
Request: *\$50,000.00*

Kathryn Comstock, Executive Director was the representative. The priority is to replace second story windows first.

No questions.

Applicant: *Women & Children's Horizons*
Project: *Legal Advocacy Program - Legal Coordinator*
Request: *\$20,000.00*

Regina Cappitelli, Legal Program Coordinator, was the representative.

Question: How do you plan to improve the effectiveness of Restraining Order Advocate?

Answer: With outreach, getting into college campuses. We have to make them understand that anyone can use this program.

Public Comments

No public comments.

Committee Comments

No Committee comments.

Staff Comments

No Staff comments.

A motion to adjourn was made by Mr. Lattimore and seconded by Alderman Ohnstad. The motion passed. (Ayes 5; Noes 0). The meeting adjourned at 8:10 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
Minutes
September 12, 2012

MEMBERS PRESENT: Alderman Anthony Kennedy, Alderman Tod Ohnstad, Alderman Curt Wilson, Anderson Lattimore, and Ronald Frederick

MEMBERS EXCUSED: Alderman Daniel Prozanski

STAFF PRESENT: Anthony Geliche

The meeting was called to order at 5:30 p.m. by Alderman Kennedy and roll was taken.

1. Consideration of Proposals for Funding under the 2013 Community Development Block Grant Program

Applicant: *WI Women's Business Initiative Corporation*
Project: *Business Owner*
Request: *\$180,000.00*

Representatives were Heather Lux, Katherine Marks - Outreach Specialist; and Mary Fischer Tracy - SE Loan Officer. Serve women, low income individuals and people of color. Business Assistance program makes WWBIC different and helps the client after they receive the loan. They increased their request because they are growing.

Question: How are the loan repayments, have there been any defaults?

Answer: We have only had one write-off.

Question: How much was the loan?

Answer: \$14,000

Question: How do you estimate the number of jobs created?

Answer: We do an average.

Question: Where will the new jobs be created?

Answer: Our emphasis is on the Downtown area, but we work city-wide.

Question: What is the average time from the application coming in, to the time the applicant receives a check?

Answer: It varies, it depends on their business plan and how detailed it is. If the application is complete it could take 1-2 months to get a check. Sometimes we say no to their plan and they must adjust their business plan and receive a smaller loan.

Question: What additional outreach would you do with the requested funds?

Answer: We give presentations to bankers to let them know what we offer.

Question: Are the loan rates competitive.

Answer: We don't base our rates on the risk, it is based on what our funders give us. We try to get the lowest rates possible for our clients.

Applicant: Kenosha YMCA
Project: Frank Neighborhood Project
Request: \$50,000.00

Representatives were Pastor Harris and Sheriff Dave Beth. We made progress through our collective efforts. Sheriff Beth noted police calls to this area have dropped 30% over the past 5 years. Tom Gaudio, teacher at Frank Elementary - works with Pastor Harris, kids respect him and they know him. He is involved in their lives. Monthly Family Night - must bring a family member - Friday night - they get great involvement. They establish relationships with parents.

No questions.

Applicant: ELCA Urban Outreach Center
Project: Helping Residents Become Self Sufficient
Request: \$43,490.00

Representatives were Karl Erickson - Director and Juan Torres - teacher. The funds have helped with their GED program. Funding also helps that summer camp and draws kids from a large area.

Question: What does ELCA stand for?

Answer: Evangelical Lutheran Churches of America. We get funds from Milwaukee, but we get funds from other churches in Kenosha.

Applicant: Kenosha Literacy Council, Inc.
Project: Literacy at Work
Request: \$7,500.00

Mr. Lattimore is on the board of the Literacy Council.

Representatives were Ashleigh Henrichs - Exec Director; Cheryl Hernandez - Program Director; Gary Flynn - President and Maria - student. There is a need for the services because of the increased need of learning English.

Alderman Kennedy said he was impressed with the diversification of funding.

Applicant: Walkin' In My Shoes, Inc.
Project: Survival Backpack Street Outreach Program
Request: \$5,000.00

The representative was Jo Wynn. They search for homeless people living on the street and provide them with a backpack.

Question: What's in the backpack?

Answer: Sleeping bag, resource books, food, summer kit (rain poncho, lip balm, bug spray) a card that invites them to receive any toiletries they need.

Alderman Kennedy urged Ms. Wynn to contact Bed, Bath & Beyond to see if they will donate any items for the backpack. They do not resell any products returned to them. This may be a resource you want to investigate.

Applicant: *New Song Ministries, Inc.*
Project: *Whole Person Training Program*
Request: *\$15,000.00*

Representatives were Ray Misner, who is assisting with grant applications and Pastor Jerry . This program provides assistance to new parolees and their families.

Question: Did you apply last year? Did you receive any funding?

Answer: We did not apply.

Question: You state you have \$90,000 in grants (\$45,000 in government and \$45,000 in foundation grants). Can you identify the source and what extent are the grants are locked in between the government and foundation.

Answer: We have grants from the Cost Foundation, the County Government, and we are pursuing the state. Seeking sources from Vendornet.com and had successful meetings.

Question: You teach with module courses - what would you do with less funding.

Answer: We would be able to help fewer individuals. We have developed a 90-day, 8-module program that targets areas the person may need help with.

Question: What are the program expenses?

Answer: Module materials, Staff training, space and curriculum.

Question: Is curriculum research based.

Answer: From the University of Milwaukee.

Question: Under the project descriptions you are serving about 35 clients a year?

Answer: Yes, but there are more than that - over 200 have come through - when they are doing better they don't come in as often.

Alderman Kennedy said he was impressed with the diversification of funding.

Applicant: *Potter's Center*
Project: *Neighborhood Friendship Support Group*
Request: *\$6,500.00*

No representation.

Applicant: *Shalom Center*
Project: *Emergency Family Shelter*
Request: *\$50,000.00*

Representatives were Fran Hansen - Interim Director and Lisa Sanders - Family Shelter Coordinator. They now have 58 families on the list waiting for shelter. They would like to strengthen the children's services.

Question: You have 130 un-duplicated clients, that number is rising?

Answer: We have more and more families. With the additional room would like to add a family and provide additional room in the INNS program.

Question: How many sites does your INNS program have?

Answer: We have 5 sites in summer and 6 sites in winter. On any night there are 40 - 45 people looking for shelter, can only help 30 people.

Question: Are your other sources solid?

Answer: Pretty solid, but each year we are not sure what we will receive.

Question: Only family shelter in Kenosha area?

Answer: Yes

Applicant: *Kenosha Area Family & Aging Service, Inc.*
Project: *Volunteer Transportation Services*
Request: *\$5,000.00*

Representatives were Lauren Zielsdorf - Director of Meals on Wheels and Barb Tenuta - Coordinator of the Volunteer Transportation. They have put their programs under one umbrella and helped people that previously may have been overlooked. They have over 900 volunteers and serve people 60 years and older or those with a disability.

Question: Why is reimbursement rate for your program so low?

Answer: We have it equal to what Staff is reimbursed.

Question: Like your diversity of funding, do you really need the funding?

Answer: Our reimbursement does not cover cost. Will use some funds for outreach to Spanish speaking elders.

Applicant: *Kenosha Achievement Center, Inc.*
Project: *Youth Employment Exploration*
Request: *\$12,123.00*

The representative was Chris Weyker who provided information of their program from last year.

Question: On satisfaction scale - 3 point scale?

Answer: We scored a 3.5 - everyone extremely satisfied.

Applicant: *Agape Love Christian Ministries, Inc.*
Project: *Youth Program*
Request: *\$8,500.00*

Representative was Pastor Monroe Mitchell. The after school program will help children in the Wilson Neighborhood. They are targeting the 4th and 5th graders to help them with education, crime prevention, athletics and mentoring. They are establishing relationships with teachers and families.

Question: Budget - page 13 - regarding Salary. There is no dollar amount. We request your entire budget, this amount should be included.

Answer: I didn't understand what they were asking for.

Question: You have applied for a 501(c)3, what is the status?

Answer: We called 2 weeks ago, they are still reviewing.

Question: Do you do a background check on the Staff members?

Answer: The church does a background with help from KUSD.

Question: Wilson School is open year round - how do you fit in?

Answer: Even though school is in summer recess, kids still come to the school.

Applicant: *Boys and Girls Club of Kenosha*
Project: *Gang Prevention and Diversion*
Request: *\$49,680.00*

Representatives were Wally Graffen - CEO; Phil Waddles - Gang & Youth; Kathy Cole - Associate Director; and David Wilk - Vice President.

Question: You teach the StreetSMART Program at targeted schools, do you ever provide it for a larger audience?

Answer: In the Youth Center and Teen Center. We teach gang prevention and safe dating. Other organizations we partner with also bring their knowledge and teach at our location.

Applicant: *City of Kenosha*
Project: *Program Administration - Comprehensive Planning*
Request: *\$168,845.00*

The representative was Tony Geliche. The funds are used for work being done on CDBG administration, neighborhood plans, comprehensive plans and long range plans. Staff working on these projects charge back their time for reimbursement.

Question: Is the amount restricted to 20%

Answer: Yes

Public Comments

No public comments.

Committee Comments

Commend Staff.

Staff Comments

The Allocation meeting will be held on Wednesday, September 19, 2012 at 6:45. The amounts will be published and there will be a 30 day comment period. The City Plan Commission will review on October 18, 2012 and the Common Council on November 5, 2012. We probably won't know exactly how much money we will be receiving until sometime in March.

A motion to adjourn was made by Mr. Lattimore and seconded by Alderman Ohnstad. The motion passed. (Ayes 5; Noes 0). The meeting adjourned at 8:22 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

COMMUNITY DEVELOPMENT BLOCK GRANT COMMITTEE
Minutes
September 19, 2012

MEMBERS PRESENT: Alderman Anthony Kennedy, Alderman Tod Ohnstad, Alderman Curt Wilson, Anderson Lattimore, and Ronald Frederick

MEMBERS EXCUSED: Alderman Daniel Prozanski

STAFF PRESENT: Anthony Geliche

The meeting was called to order at 6:45 p.m. by Alderman Kennedy and roll call was taken.

A motion was made by Alderman Wilson and seconded by Mr. Frederick to approve the minutes of the September 11, 2012 and September 12, 2012 meeting as written.

Mr. Lattimore noted a correction to the September 12, 2012 minutes, on the last page, adjournment, the time noted is 8:2, please correct that. Mr. Geliche said we will change that time to 8:22. A motion was made by Mr. Lattimore and seconded by Alderman Wilson to approve the minutes as corrected. The motion passed. (Ayes 5; Noes 0)

1. Project Funding under the 2013 Community Development Block Grant Program

Alderman Kennedy explained the funds will be distributed by the funding categories. The first category was **Public Service**. Mr. Lattimore noted he will be abstaining from the Public Service category.

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **Urban League/Reducing Employment Barriers for \$1,600**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to fund the **Urban League/Sickle Cell Awareness, Education & Testing for \$1,000**. The motion passed. (Ayes 3; Noes 1; Abstain-1) *Mr. Frederick voted no. Mr. Lattimore abstained.*

A motion was made by Mr. Frederick and seconded by Alderman Wilson to fund the **Women & Children's Horizons/Legal Advocacy Program for \$17,327**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **Kenosha YMCA/Frank Neighborhood Project for \$23,000**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Wilson and seconded by Mr. Frederick to fund the **ELCA Urban Outreach/Helping Residents Become Self Sufficient for \$11,225**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **Kenosha Literacy Council/Literacy at Work for \$6,300**. The motion passed.

(Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to fund **Walkin In My Shoes/Survival Backpack Street Outreach for \$3,800**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **New Song Ministries/Whole Person Training for \$1,400**.

Mr. Frederick said the applicant will not be able to do much with such a small amount of money. Unless we are willing to raise the amount, it may be better to zero this out and give this money to support other programs.

Alderman Ohnstad said this amount is similar to the amount they received last year.

Alderman Kennedy said he is impressed with how they diversify their funding. This is an important program and they will possibly get additional funding from another source.

The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to fund the **Kenosha County Interfaith Human Concerns Network (Shalom Center) / Emergency Family Shelter for \$23,600**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Mr. Frederick and seconded by Alderman Wilson to fund the **Kenosha Area Family & Aging/Volunteer Transportation Service for \$5,000**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to fund the **Kenosha Achievement Center/Youth Employment Exploration for \$8,525**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Mr. Frederick and seconded by Alderman Ohnstad to fund the Agape Love Christian Ministries at \$0.

Mr. Frederick said when it comes down to giving small amount it becomes counter-productive. They need to have a bigger impact on the community. This decision has nothing to do with the integrity or intent of the program, we just have limited finances.

Alderman Kennedy said he does not support the motion. If we give them a small amount it will not impact our larger applicants.

The motion passed. (Ayes 3; Noes 1; Abstain-1) *Alderman Kennedy voted no. Mr. Lattimore abstained.*

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **Boys and Girls Club/Gang Prevention and Diversion for \$23,031**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

Mr. Geliche noted there is \$826 left to allocate.

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **Walkin In My Shoes for the remaining \$826. This brings their total to \$4,626**. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Lattimore abstained.*

A motion was made by Alderman Ohnstad and seconded Alderman Wilson to approve the entire Public Service category as stated. The motion passed. (Ayes-4; Noes-0; Abstain-1) *Mr. Lattimore abstained.*

The next category was ***Housing, Neighborhood Improvement/Economic Development.*** Mr. Frederick noted he will be abstaining from the category.

A motion was made by Alderman Wilson and seconded by Mr. Lattimore to fund the **City of Kenosha/Public Works for \$356,273.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Mr. Lattimore and seconded by Alderman Wilson to fund **Club Breakaway/Facility Improvements for \$2,800.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **HOPE Council/Facility Improvements for \$6,010.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Alderman Wilson and seconded by Mr. Lattimore to fund the **Kenosha Human Development Services/Shelter Facility Improvements for \$38,000.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Mr. Lattimore and seconded by Alderman Wilson to fund the **Oasis Youth Center/Facility Improvements for \$2,800.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Alderman Ohnstad and seconded by Alderman Wilson to fund the **Urban League/Facility Improvements for \$5,865.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to fund **Women and Children's Horizons/Shelter Facility Improvements for \$38,000.** Mr. Lattimore said he would like to **change that amount to \$45,000.** Alderman Wilson and Alderman Ohnstad agreed. The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Alderman Ohnstad to fund the WI Women's Business Initiation Corp/Micro Enterprise Technical Assistance for \$99,000. The motion died for lack of a second.

A motion was made by Alderman Ohnstad and seconded by Mr. Lattimore to fund the **WWBIC for \$92,000.** The motion passed. (Ayes 4; Noes 0; Abstain-1) *Mr. Frederick abstained.*

A motion was made by Alderman Wilson and seconded Mr. Lattimore to approve the entire Economic Development category as stated. The motion passed. (Ayes-4; Noes-0; Abstain-1) *Mr. Frederick abstained.*

The final category is **Planning/Management** and everyone will be voting on the category.

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to fund the **City of Kenosha/Program Administration for \$168,845**. The motion passed. (Ayes 5; Noes 0)

A motion was made by Mr. Lattimore and seconded Alderman Wilson to approve the Planning/Management category as stated. The motion passed. (Ayes-5; Noes-0)

A motion was made by Alderman Wilson and seconded by Alderman Ohnstad to approve the entire project funding allocation as stated. The motion passed. (Ayes-3; Noes-0; Abstain-2) *Mr. Frederick and Mr. Lattimore abstained.*

Mr. Geliche said the Consolidated Plan-Annual Plan will now be open for a 30 day public comment period. It will then go to the City Plan Commission on October 18, 2012; the Finance and Common Council meetings on November 5, 2012.

Public Comments

The following people thanked the Committee: Kathryn Comstock, Women & Children's Horizons; Mary Fischer-Tracy, WWBIC; (and asked why the Kenosha Common Markets did not receive any funding); Laurie Karaway, Club Breakaway; Byron Wright, Kenosha Human Development; Heather Lux, WWBIC; Katherine Marks, 1821 56th Street; and Yolanda Adams, Urban League.

Committee Comments

Mr. Lattimore thanked the Staff, applicants and fellow Committee members.

Alderman Kennedy noted the Kenosha Common Markets did not receive any funding because they said they didn't want money, they were just giving a status report. Alderman Kennedy also thanked Staff and fellow Committee members.

Staff Comments

No Staff comments.

A motion to adjourn was made by Alderman Wilson and seconded by Mr. Lattimore. The motion passed. (Ayes 5; Noes 0). The meeting adjourned at 7:24 p.m.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

HOME PROGRAM COMMISSION
Minutes
September 19, 2012

MEMBERS PRESENT: Alderman Curt Wilson, Alderman Anthony Kennedy, Alderman Tod Ohnstad, Ronald Frederick and Anderson Lattimore

MEMBERS EXCUSED: Alderman Daniel Prozanski

STAFF PRESENT: Mike Maki

The meeting was called to order at 6:15 p.m. by Alderman Wilson and roll call was taken.

A motion was made by Alderman Kennedy and seconded by Alderman Ohnstad to approve the minutes from September 5, 2012. The motion passed. (Ayes 5; Noes 0)

1. Consideration of 2013 HOME Program Description

A motion was made by Alderman Kennedy and seconded by Alderman Ohnstad to change the 2012 dates to 2013 and to retain "Homeowner Rehabilitation" and Home Buyer Purchase Assistance city-wide" as activities that will be funded with Home funds in 2013.

Alderman Ohnstad asked Mike Maki, Community Development Specialist, to explain what this approval will mean.

Mr. Maki explained that each year the Commission discusses the Program description for the upcoming year. The funds will be used for the same activities as the previous year which are Home Owner rehabilitation and home buyer purchase assistance up to 40% on the second mortgage instead of the previous 17% on the second mortgage. At this time Staff will publish a public notice and hold a 30 day comment period on the plan.

Mr. Lattimore asked how the increased assistance for the second mortgage will facilitate the purchase of these properties.

Mr. Maki explained the previous 17% assistance, plus the 3% downpayment required, left the buyer with securing a first mortgage for 80% of the price. Some home buyers could not afford this amount. Now, with the new amounts, the buyer will only need to secure 57% of the mortgage. Mr. Lattimore confirmed they still need the downpayment amount. Mr. Maki said yes, they still need the downpayment amount.

Mr. Lattimore said in 2013 we are also anticipating home sales to add to our Program Income Funds. What if we don't sell any homes. How do we move forward? Mr. Maki said if we don't sell any homes we will just need to work with less money.

Alderman Kennedy asked if the rental assistance program, previously rejected by the Common Council, came from this Commission. Mr. Maki said yes. Alderman Kennedy said he would like to see a similar project brought back before Council for their review.

The motion passed. (Ayes 5; Noes 0)

Public Comments

No public comments.

Commissioner Comments

No Commissioner comments.

Staff Comments

No Staff comments.

A motion to adjourn was made by Mr. Frederick and seconded by Alderman Ohnstad. The motion passed . (Ayes 5; Noes 0) The meeting adjourned at 6:24 p.m.

Certification that the minutes have been approved by the HOME Commission

Jeffrey B. Labahn, Director, Community Development & Inspections

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections

RESOLUTION NO. _____

BY: COMMITTEE ON PUBLIC WORKS

**FINAL RESOLUTION AUTHORIZING IMPROVEMENTS IN STREET
RIGHT-OF-WAY AND
LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
(SUMP PUMP DRAIN CONNECTION INTO STORM SEWERS)**

WHEREAS, the Common Council of the City of Kenosha, Wisconsin held a public hearing at the Council Chambers in the Municipal Building, 625 52nd Street on the 5th day of November, 2012 concerning the preliminary resolution and report of the Board of Public Works (Public Works Committee) on the proposed improvement in the street right-of-way, with construction of sump pump drain connections into storm sewers

(82nd Street – 62 ft to 805 ft west of 17th Avenue, 17th Avenue - 81st Street to 83rd Street)

and has heard all persons desiring audience at such hearing: A hearing was also held before the Board of Public Works (Public Works Committee) on the 5th day of November, 2012, and all persons desiring audience at such hearing were heard.

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

1. That the report of the Board of Public Works (Public Works Committee) pertaining to the construction of the above described public improvements in street right-of-way, including plans and specifications therefore, as modified, is hereby adopted and approved.
2. That the Director of Public Works is directed to advertise for bids and to carry out the work of such improvements in accordance with the report of the Board of Public Works (Public Works Committee).
3. That payment for said improvements be made by assessing the cost to the property benefited, as indicated in said report.
4. That assessments shown on the report, representing an exercise of the police power, have been determined on a reasonable basis and are hereby confirmed.
5. That the assessments for all projects included in said report are hereby combined as a single assessment but any interested property owner may object to each assessment separately or all assessments jointly for any purpose.
6. That the assessment for sump pump drain connections may be paid in a

lump sum or in one (1) annual installment, at the election of the property owner which will be placed on the tax roll to bear interest at the rate of 7.5% per annum on the unpaid balance; and,

7. That the City Clerk shall publish this resolution as a Class I notice in the official newspaper of the City.

8. The Clerk is further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

Adopted this 5th day of November, 2012.

APPROVED

KEITH G. BOSMAN, MAYOR

ATTEST:

DEBRA L. SALAS, CITY CLERK/TREASURER

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-330-021-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS STEVEN & DIANE PIERCE 1920 82D ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS STEVEN & DIANE PIERCE 1920 82ND ST KENOSHA, WI 53143-1610		LEGAL DESCRIPTION SM 1/4 SEC 7 T 1 R 23 COM 1076.24 FT S & 712.42 FT E OF NW COR SD 1/4 SEC 7H W 30 FT TO N LN 82ND ST & POB TH CONT N 158.67 FT TH E 50.815 FT S 158.67 FT TH W 50.815 FT TO POB V1532 P137		

06-123-07-330-025-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS WILLIAM KRUEISER & JENNIFER RITACCA 1916 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS WILLIAM KRUEISER JENNIFER RITACCA KENOSHA, WI 53143		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 COM 1076.24 FT S & 712.42 FT E OF NW COR SD 1/4 SEC 7H W 30 FT TO N LN 82ND ST & POB TH CONT N 158.67 FT TH E 50.815 FT TH S 158.67 FT TH W 50.815 FT TO POB DOC1055439 DOC1056080 DOC1064157 DOC11082417 DOC11513912		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 1				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-330-026-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS MARK C & ERIN R ANDERSEN 1912 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS MARK C & ERIN R ANDERSEN 1912 82ND ST KENOSHA, WI 53143-1610		LEGAL DESCRIPTION SM 1/4 SEC 7 T 1 R 23 COM 1076.24 FT S & 814.05 FT E OF NW COR OF SD 1/4 SEC 7H W 30 FT TO N LN 82ND ST & POB TH CONT N 158.67 FT E 50.815 FT S 158.67 FT W 50.815 FT TO POB V 1400 P 352 DOC11225120 DOC11228141 DOC11313028 DOC11406767 DOC11547455		

06-123-07-330-027-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS BRYAN SCOTT HANEY & KATHROSE MARIE 1910 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS BRYAN S & KATHROSE M HANEY 1910 82ND ST KENOSHA, WI 53143-1610		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 COM 1075.97 FT S & 929.72 FT E OF NW COR OF SD 1/4 SEC 7H W 188.67 FT W 50.815 FT S 188.67 FT E 50.815 FT TO BEG RESERVE S 30 FT FOR AD DOC11412689 DOC11635905		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 2				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-330-050-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS RONALD R & SHERRY L GUSTAFSON 1830 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS RONALD R & SHERRY L GUSTAFSON 1830 82ND ST KENOSHA, WI 53143-1608		LEGAL DESCRIPTION TH W 61.63 FT OF POB: PT SW 1/4 SEC 7 T 1 R 23 BEG NW COR SD 1/4 TH S 877.30 FT & E 922.70 FT TO POB CONT E 123.26 FT S 158.67 FT W 123.26 FT N 158.67 FT TO BEG V 1371 P 153 1990 (PT 06-4-123-07-330-049) V 1390 P 92 DOC1067114		

06-123-07-330-049-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS KEITH K & SHARON K CORSO 1824 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS KEITH K & SHARON K CORSO 1824 82ND ST KENOSHA, WI 53143-1608		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 TH E 80 FT OF POB: COM ON W LN OF SD 1/4 SEC 877.30 FT S OF NW COR TH E 922.70 FT TO POB TH S 158.67 FT E ALONG N LN 82ND ST 203.26 FT W 158.67 FT W 203.26 FT TO BEG V 1259 P 258 1988		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 3				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-330-045-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS PEGGY C STARR (TOD) 1820 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS PEGGY C STARR 1820 82ND ST KENOSHA, WI 53143-1608		LEGAL DESCRIPTION S 1/2 OF W 1/2 OF E 203.26 FT OF POB BEING PT SW 1/4 SEC 7 T 1 R 23 COM 698.63 FT S OF NW COR 1/4 TH E 1336.24 FT S 377.34 FT W 1332.2 FT N 377.61 FT TO BEG EX S 30 FT FOR 82ND ST 1983 V 1308 P 868 DOC1180867 DOC11678735 TOD		

06-123-07-330-052-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS STEPHEN R & DENISE M HENRY 1808 082 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS STEPHEN R & DENISE M HENRY 1808 82ND ST KENOSHA, WI 53143-1608		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 BEG NW COR SD 1/4 SEC TH S 698.63 FT E 1336.74 FT S 177 FT TO POB S 205.34 FT W 101.63 FT N 205.67 FT E 101.63 FT TO BEG 1990 (06-4-123-07-330-034 & - 035) 0.41 AC EXC RD DOC11073921 DOC11403100		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 4				

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-330-047-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
DUANE DIONNE & VIRGINIA RUSTIA LIV 1718 082 ST					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
DUANE DIONNE VIRGINIA RUSTIA KENOSHA, WI 53143-1641		PT SW 1/4 SEC 7 T 1 R 23 BEG ON S LN 81ST ST 128.26 FT W FROM SW COR 81ST ST & 17TH AV TH S 158.67 FT TO POB CONT S 188.67 FT W 75 FT W 188.94 FT E 75 FT TO BEG EX S 30 FT FOR 82ND ST 1986 V 1358 P 835 DOC#1120482			

06-123-07-330-039-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
MICHAEL J & TERRI L ENGELS 8126 017 AV					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
MICHAEL J & TERRI L ENGELS 8126 17TH AVE KENOSHA, WI 53143-1625		19112-6 PARCEL C OF CSM 1171 PT OF SW 1/4 SEC 7 T 1 R 23 DOC#11218149			

SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 5					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-027-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
JAMES A & DONNA K WARD 8206 017 AV					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
JAMES A & DONNA K WARD 8206 17TH AVE KENOSHA, WI 53143		THE S 37.34 FT OF LOT 76 EXC THE W 75 FT & THE W 30 FT OF LOT 75 EXC THE W 75 FT IN SURVODALE ESTATES SUB PT OF THE SW 1/4 SEC 7 T 1 R 23 1976 V 953 P 253-023 DOC#1270643			

06-123-07-331-034-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
ERIC D & TRISH M STEFFEN 1717 082 ST					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ERIC D & TRISH M STEFFEN 1717 82ND ST KENOSHA, WI 53143-1642		THE WEST 75 FT OF THE FOLLOWING: THE W 25 FT OF LOT 74 ALL OF LOT 75 & THE S 37.34 FT OF LOT 76 IN SURVODALE ESTATES SUB BEING PT OF THE SW 1/4 SEC 7 T 1 R 22 V984 P589 V 1374 P 814 V 1431 P 257 DOC#1192643 DOC#1421114 DOC#1476687 DOC#1569579			

SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 6					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-044-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
JAMES A & LOIS K COOPER 1807 082 ST					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
LOIS K & JAMES A COOPER 1807 82ND ST KENOSHA, WI 53143		PT SW 1/4 SEC 7 T 1 R 23 TB W 177.84 FT OF E 85 FT OF POB: BEG 1076.24 FT S OF NW COR OF SD 1/4 SEC TB E 1322.2 FT S 377.2 FT S 377.34 FT W 1308.15 FT TO W LN OF SD 1/4 N 377.61 FT TO BEG N 30 FT FOR 82ND ST V 1373 P 458 1990 (PT 06-4-123-07-331-001) DOC#1113972			

06-123-07-331-004-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
JAMES W WALLER 1817 082 ST					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
JAMES W WALLER 1817 82ND ST KENOSHA, WI 53143-1609		PT SW 1/4 SEC 7 T 1 R 23 CSM # 1344 PARCEL 2 V 1391 P 750 1991 (PT 06-4-123-07-331-002) 0.22 AC DOC #1000711 DOC#1263697			

SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 7					

SPECIAL ASSESSMENT		SEWER STUBS		RUN DATE: 09/07/12 FOR PROJECT: 77-104	
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-003-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
TIMOTHY J CAIRO SR & LORI A CAIRO 1821 082 ST					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
TIMOTHY J SR & LORI A CAIRO 1821 82ND ST KENOSHA, WI 53143-1609		CSM 11344 V1391 P750 BEING PT SW 1/4 SEC 7 T 1 R 23 1991 (PT 06-4-123-07-331-002) DOC#1050652 0.22 AC DOC#1104685			

06-123-07-331-043-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST = 1000.000		ADD COST 1000.000	
CHASE L WALLER & MAY SHIA LEE 1825 082 ST					
MAIL TO ADDRESS		LEGAL DESCRIPTION			
CHASE L WALLER MAY SHIA LEE KENOSHA, WI 53143		TH E 71.26 FT OF POB: PT SW 1/4 SEC 7 T 1 R 23 CSM NW COR SD 1/4 SEC TH S 1076.24 FT E 982.68 FT TO POB CONT S 188.67 FT E 136.26 FT W 188.67 FT W 136.26 FT TO POB EX RD DOC#66252 (1990 PT 06-123-07-331-035) DOC#1063881 (DEED IN ERROR) .26 A DOC#1404951 (DEED IN ERROR) DOC#1405986 (CORRECTION)			

SUMP PUMP DRAIN CONNECTION PER ORD 5.115					
PAGE 8					

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	SEWER STUBS FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-042-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS WALTER K JEPSON 1829 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS WALTER K JEPSON 1829 82ND ST KENOSHA, WI 53143		LEGAL DESCRIPTION TH W 65 FT OF THE POL; PT SW 1/4 SEC 7 T 1 R 23 COM NW COR 50 1/4 SEC TH S 1076.24 FT E 182.69 FT TO POB COM S 188.67 FT E 136.26 FT N 188.67 FT N 136.26 FT TO BEG V 1394 P 742 1990 (PT 05-4-123-07-331-035) DOC1061687 0.13 AC EXCL RD DOC 11436910		
PROPERTY ADDRESS TIMOTHY & TAMARA MORNICZ 1833 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS TIMOTHY & TAMARA MORNICZ 1833 82ND ST KENOSHA, WI 53143-1609		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 COM 1076.24 FT S FROM NW COR E 915.68 FT TO POB E 67 FT S 188.67 FT N 188.67 FT TO BEG N 30 FT FOR 82ND ST V 1200 P 386 1986 V 1435 P 753		

PARCEL NUMBER		1000.000	\$1.00	\$1,000.00
06-123-07-331-040-0		000		
PROPERTY ADDRESS JOSEPH L RIPP 1919 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS JOSEPH L RIPP 1919 82ND ST KENOSHA, WI 53143-1611		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 BEG CMT LN 82ND ST 777.17 FT E OF N LN 50 1/4 SEC TH E 70.75 FT S 188.67 FT W 70.75 FT W 188.67 FT TO POB EX N 30 FT FOR STREET 1982 V 1094 P 668 V 1369 P 352 .26 AC DOC11219666		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 9				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	SEWER STUBS FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-039-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS PATRICK A MCQUESTION 1911 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS PATRICK A MCQUESTION 1911 82ND ST KENOSHA, WI 53143-1611		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 COM CMT LN 82ND ST 915.68 FT E OF N LN 50 1/4 SEC TH S 30 FT TO S LN 82ND ST TO POB TH S 155.67 FT TH W 67.76 FT TH N 158.67 FT TO S LN ST TH E 67.76 FT TO POB DOC 1974839 .25 AC DOC11054659		
PROPERTY ADDRESS JOSEPH L RIPP 1919 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS JOSEPH L RIPP 1919 82ND ST KENOSHA, WI 53143-1611		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 BEG CMT LN 82ND ST 777.17 FT E OF N LN 50 1/4 SEC TH E 70.75 FT S 188.67 FT W 70.75 FT W 188.67 FT TO POB EX N 30 FT FOR STREET 1982 V 1094 P 668 V 1369 P 352 .26 AC DOC11219666		

PARCEL NUMBER		1000.000	\$1.00	\$1,000.00
06-123-07-331-038-0		000		
PROPERTY ADDRESS JOSEPH L RIPP 1919 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS JOSEPH L RIPP 1919 82ND ST KENOSHA, WI 53143-1611		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 BEG CMT LN 82ND ST 777.17 FT E OF N LN 50 1/4 SEC TH E 70.75 FT S 188.67 FT W 70.75 FT W 188.67 FT TO POB EX N 30 FT FOR STREET 1982 V 1094 P 668 V 1369 P 352 .26 AC DOC11219666		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 10				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	SEWER STUBS FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-037-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS ROBERT & BARBARA KIESNER 1921 882 ST		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS ROBERT & BARBARA KIESNER 1921 82ND ST KENOSHA, WI 53143-1611		LEGAL DESCRIPTION PT SW 1/4 SEC 7 T 1 R 23 COM ON W LN 1/4 SEC 1076.24 FT S OF NW COR TH E 777.17 FT TO A PT ON C/L 82ND ST TH S 30 FT TO S LN ROW & POB TH COM S 2 DEG 09' 49"W 156.67 FT TH N 87 DEG 50' 11"W 64.75 FT TH N 158.67 FT TH E ALG S LN 82ND ST TO POB V 1367 P 230 V 1510 P 758 DOC11035272 DOC11074622 DOC11232524		
PROPERTY ADDRESS LAWRENCE R & MARGARET R FRICK 8218 017 AV		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS LAWRENCE R & MARGARET R FRICK 1300 MICHIGAN AVE TRLR 27 IRON MOUNTAIN, MI 49801-3656		LEGAL DESCRIPTION N 25 FT EXC TRG W 75 FT LOT 74 & S 40 FT EXC N 75 FT LOT 75 OF SUNNYDALE ESTATES SUB BEING PT OF SW 1/4 SEC 7 T 1 R 23 1977 V 984 P 589 V1479 P 717 V1537 P 529 DOC11002478 DOC11264595		

PARCEL NUMBER		1000.000	\$1.00	\$1,000.00
06-123-07-331-021-0		000		
PROPERTY ADDRESS LAWRENCE R & MARGARET R FRICK 8218 017 AV		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS LAWRENCE R & MARGARET R FRICK 1300 MICHIGAN AVE TRLR 27 IRON MOUNTAIN, MI 49801-3656		LEGAL DESCRIPTION N 25 FT EXC TRG W 75 FT LOT 74 & S 40 FT EXC N 75 FT LOT 75 OF SUNNYDALE ESTATES SUB PT SW 1/4 SEC 7 T 1 R 23 DOC 1997523		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 11				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	SEWER STUBS FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-331-033-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS GARY M & TERESA K STRUTHERS 8212 017 AV		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS GARY M & TERESA K STRUTHERS 8212 17TH AVE KENOSHA, WI 53143		LEGAL DESCRIPTION N 25 FT EXC TRG W 75 FT LOT 74 & S 40 FT EXC N 75 FT LOT 75 OF SUNNYDALE ESTATES SUB BEING PT OF SW 1/4 SEC 7 T 1 R 23 1977 V 984 P 589 V1479 P 717 V1537 P 529 DOC11002478 DOC11264595		
PROPERTY ADDRESS LAWRENCE R & MARGARET R FRICK 8218 017 AV		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS LAWRENCE R & MARGARET R FRICK 1300 MICHIGAN AVE TRLR 27 IRON MOUNTAIN, MI 49801-3656		LEGAL DESCRIPTION N 25 FT EXC TRG W 75 FT LOT 74 & S 40 FT EXC N 75 FT LOT 75 OF SUNNYDALE ESTATES SUB PT SW 1/4 SEC 7 T 1 R 23 DOC 1997523		

PARCEL NUMBER		1000.000	\$1.00	\$1,000.00
06-123-07-331-021-0		000		
PROPERTY ADDRESS LAWRENCE R & MARGARET R FRICK 8218 017 AV		ADD COST = 1000.000 ADD COST 1000.000		
MAIL TO ADDRESS LAWRENCE R & MARGARET R FRICK 1300 MICHIGAN AVE TRLR 27 IRON MOUNTAIN, MI 49801-3656		LEGAL DESCRIPTION N 25 FT EXC TRG W 75 FT LOT 74 & S 40 FT EXC N 75 FT LOT 75 OF SUNNYDALE ESTATES SUB PT SW 1/4 SEC 7 T 1 R 23 DOC 1997523		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
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SPECIAL ASSESSMENT		SEWER STUBS			RUN DATE: 09/07/12 FOR PROJECT: 77-104
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-331-020-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
DAVID A & PAMELA F HERR 8224 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
DAVID A & PAMELA F HERR 8224 17TH AVE KROSSHA, WI 53143-1647		THE E 53.26 FT OF THE S 120 FT OF LOTS 72 & 73 SUNNIDALE ESTATES SW 1/4 SEC 7 T 1 R 23 DOC11626938			
PROPERTY ADDRESS		ADD COST =		1000.000	
WILLIAM R & SUZANNE SIMONS 8227 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
WILLIAM R & SUZANNE SIMONS 8227 17TH AVE KROSSHA, WI 53143-1626		THE S 38 FT OF LOT 65 & THE N 12 FT OF LOT 66 SUNNIDALE ESTATES SUB SW 1/4 SEC 7 T 1 R 23 V 1480 P 472 DOC11114976			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					PAGE 13

SPECIAL ASSESSMENT		SEWER STUBS			RUN DATE: 09/07/12 FOR PROJECT: 77-104
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-011-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
CLYDE & LILLIAN HARTNELL REVOC 8221 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
CLYDE & LILLIAN REVOC HARTNELL 8221 17TH AVE KROSSHA, WI 53143-1626		SW 1/4 SEC 7 T 1 R 23 SUNNIDALE ESTATES S 25 FT OF LOT 64 & N 25 FT OF LOT 65 V 1422 P 817			
PROPERTY ADDRESS		ADD COST =		1000.000	
DAVID E & REBE L GUILICK 8215 917 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
DAVID E & REBE L GUILICK 8215 17TH AVE KROSSHA, WI 53143-1626		THE S 12 FT OF LOT 63 & THE N 38 FT OF LOT 64 SUNNIDALE ESTATES SW 1/4 SEC 7 T 1 R 23 DOC11178866			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					PAGE 14

SPECIAL ASSESSMENT		SEWER STUBS			RUN DATE: 09/07/12 FOR PROJECT: 77-104
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-009-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
ALICIA A STILLER 8211 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ALICIA A STILLER 8211 17TH AVE KROSSHA, WI 53143		LOT 63 SEC N 1 FT & S 12 FT SUNNIDALE ESTATES SUB BEING PT SW 1/4 SEC 7 T 1 R 23 DOC11179397 DOC11357349 DOC11403954 DOC11442856			
PROPERTY ADDRESS		ADD COST =		1000.000	
DOROTHY DADE (TOD) 8207 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
DOROTHY DADE 8207 17TH AVE KROSSHA, WI 53143-1626		THE S 49 FT OF LOT 62 & N 1 FT LOT 63 SUNNIDALE ESTATES SUB PT SW 1/4 SEC 7 T 1 R 23 V 1378 P 844 DOC11622297 T00			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					PAGE 15

SPECIAL ASSESSMENT		SEWER STUBS			RUN DATE: 09/07/12 FOR PROJECT: 77-104
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT	
06-123-07-305-007-0	000	1000.000	\$1.00	\$1,000.00	
PROPERTY ADDRESS		ADD COST =		1000.000	
PAULETTE H SMITH 8203 817 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
PAULETTE SMITH 8203 17TH AVE KROSSHA, WI 53143-1626		THE N 14 FT OF LOT 62 SUNNIDALE ESTATES SUB ALSO BEG AT NW COR LOT 62 TH N 36 FT E 150 FT S 36 FT N 150 FT TO ROB BEING PT OF SW 1/4 SEC 7 T 1 R 23 DOC11401038			
PROPERTY ADDRESS		ADD COST =		1000.000	
ROBERT A & HARY A KLUVER 8131 017 AV		ADD COST =		1000.000	
MAIL TO ADDRESS		LEGAL DESCRIPTION			
ROBERT A & HARY A KLUVER 8131 17TH AVE KROSSHA, WI 53143-1648		SW 1/4 SEC 7 T 1 R 23 BEG 36 FT N OF NW COR OF LOT 62 OF SUNNIDALE ESTATES TH N 54 FT E 150 FT S 54 FT N 150 FT TO ROB V 1443 P 264 V 1599 P 329 DOC 11035842			
SUMP PUMP DRAIN CONNECTION PER ORD 5.115					PAGE 16

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-305-005-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
MICHAEL R & BEVERLY J PADGETT 8125 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
MICHAEL R & BEVERLY J PADGETT 8125 17TH AVE KENOSHA, WI 53143-1648		19092-82-4-2 SW 1/4 SEC 7 T 1 R23 BEG 50 FT N OF NW COR OF LOT 62 OF SUNNYSIDE ESTATES TR N 54 FT E 150 FT S 54 FT W 150 FT TO POB V 1376 P 282 V 1531 P 912 DOC#1080822 DOC#1381835		

06-123-07-305-004-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
JOSEPH M & HEATHER M RINALDI 8121 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
JOSEPH M & HEATHER M RINALDI 8121 17TH AVE KENOSHA, WI 53143-1648		19092-82-3-2 SW 1/4 SEC 7 T 1 R 23 BEG 144 FT N OF NW COR OF LOT 62 OF SUNNYSIDE ESTATES TR N 54 FT E 150 FT S 54 FT W 150 FT TO POB DOC#1190331 DOC#1407113		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 17				

SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-305-003-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
ROBERT L GOSLIN JR 8115 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
ROBERT L GOSLIN JR 8115 17TH AVE KENOSHA, WI 53143-1648		19092-82-3-1 SW 1/4 SEC 7 T 1 R23 BEG 198 FT N OF NE COR OF LOT 62 OF SUNNYSIDE ESTATES TR N 54 FT E 150 FT S 54 FT W 150 FT TO POB V957 P289 DOC#1129350 DOC#1439470		

06-123-07-305-002-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
LEONARD H LONG SURVIVOR'S TRUST TR 8107 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
LEONARD H LONG SURVIVOR'S TRUST KENOSHA, WI 53143		(PARCEL NOS 19092-82-1B 19092-82-2B 19111-1 & 19111-2) SW 1/4 SEC 7 T 1 R 23 BEG 75 FT N OF NW COR OF LOT 51 SUNNYSIDE ESTATES SUB TR N 75 FT S 127.68 FT E 75 FT W 127.68 FT TO BEG V 1702 P 641 DOC#1533061 DOC#1670983		

SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
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SPECIAL ASSESSMENT		RUN DATE: 09/07/12 FOR PROJECT: 77-104		
PARCEL NUMBER	LOT	FRONTAGE	COST PER LINEAL FT	TOTAL ASSESSMENT
06-123-07-330-037-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
ROY R & CAROL A BEALS 8116 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
ROY R & CAROL A BEALS 8116 17TH AVE KENOSHA, WI 53143-1625		19112-4 LOT A CSM #171 PT SW 1/4 SEC 7 T1 R23 V 920 P 783 DOC#1177777 DOC#1274915 DOC#1396600		

06-123-07-330-038-0	000	1000.000	\$1.00	\$1,000.00
PROPERTY ADDRESS		ADD COST = 1000.000		
WALTER A ROUTH III & MARIANNE ROU 8120 017 AV		ADD COST 1000.000		
MAIL TO ADDRESS		LEGAL DESCRIPTION		
WALTER A III & MARIANNE ROU 3231 108TH PL PLEASANT PRAIRIE, WI 53158		19112-5 PARCEL B CSM #171 V920 PT 783 FT OF SW 1/4 SEC 7 T 1 R 23 F/A PARCEL B CSM 166 V 922 P 439 DOC#1236406 DOC#1236407		

STREET TOTAL		37,000.00		\$37,000.00
SUMP PUMP DRAIN CONNECTION PER ORD 5.115				
PAGE 19				
GRAND TOTALS	PARCELS 37	FOOTAGE 37,000.000	TOTAL COST	\$37,000.00
PAGE 20				

RESOLUTION # _____

By: BOARD OF WATER COMMISSIONERS

TO PLACE SPECIAL ASSESSMENTS AGAINST BENEFITED PARCELS OF PROPERTY ON THE 2012 REAL ESTATE TAX ROLL FOR THE CONSTRUCTION OF WATER/SEWER MAINS, CONNECTION/LATERAL ASSESSMENTS, AND DELINQUENT WATER, SEWERAGE AND HOUSEHOLD HAZARDOUS WASTE BILLS, ETC., IN THE AMOUNT OF \$1,686,942.00

BE IT RESOLVED that the attached assessments (for the construction of water/sewer mains, connection/lateral assessments, and delinquent water, sewerage and household hazardous waste bills, etc.) in the amount of one million six hundred eighty-six thousand nine hundred forty-two and no/100 dollars (\$1,686,942.00) be levied against benefited parcels of property as shown by the report of the General Manager of the Kenosha Water Utility and filed in the office of the City Clerk of the City of Kenosha for the year 2012 as follows:

Delinquent Water and Sewerage Bills, Fireline Charges, and Household Hazardous Waste Bills	\$1,670,891.00
Water/Sewer Main and Connection/Lateral Assessments	<u>\$16,051.00</u>
	\$1,686,942.00

Adopted this _____ day of November, 2012.

Attest: _____
Debra L. Salas, City Clerk – Treasurer

Approved: _____
Keith G. Bosman, Mayor

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Bosman and Members of the Common Council

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: **By The Mayor: To Approve the 2012 Update to the Analysis of Impediments to Fair Housing Choice and Authorize the Filing of the Analysis of Impediments to Fair Housing Choice with the US Department of Housing and Urban Development**

DATE: October 30, 2012

In accordance with the Housing and Community Development Act of 1974, as amended, each entitlement community must "affirmatively further fair housing." In order to "affirmatively further fair housing" the community must conduct a Fair Housing Analysis which identifies any impediments to fair housing choice. In addition, each year the Mayor signs a certification that the City is affirmatively furthering fair housing.

The HUD Fair Housing and Equal Opportunity (FHEO) Office is advising federal entitlement communities to update their Analysis of Impediments to Fair Housing Choice if their most recent analysis is more than five years old.

HUD defines "fair housing choice" as: The ability of persons regardless of race, color, religion, sex, national origin, familial status, or handicap, of similar income levels to have available to them the same housing choices

A Fair Housing Analysis consists of the following six (6) conditions:

1. The sale or rental of dwellings (public or private).
2. The provision of housing brokerage services.
3. The provision of financial assistance for dwellings.
4. Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing.
5. The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration.

6. Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570. "The ability of persons, regardless of race, color, religion, sex, national origin, familial status, or handicap, of similar income levels to have available to them the same housing choices."

HUD-FHEO suggests that communities conducting a fair housing analysis consider the policies surrounding "visitability," the Section 504 Rehabilitation Act, the Americans with Disabilities Act and the Fair Housing Act.

Housing that is "visitable" has the most basic level of accessibility that enables persons with disabilities to visit the home of a friend, family member, or neighbor. "Visitable" housing has at least one accessible means of ingress/egress, and all interior and bathroom doorways have 32-inch clear openings.

Section 504 of the Rehabilitation Act (24 CFR Part 8), known as "Section 504" prohibits discrimination against persons with disabilities in any program receiving Federal funds.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225) (ADA) prohibits discrimination against persons with disabilities in all programs and activities sponsored by state and local governments.

The Fair Housing Act requires property owners to make reasonable modifications to units and/or public areas in order to allow a disabled tenant to make full use of the unit.

Additionally, property owners are required to make reasonable accommodations to rules or procedures to afford a disabled tenant full use of the unit.

As it relates to local Zoning Ordinances, the Fair Housing Act prohibits local government from making zoning or land use decisions, or implementing land use policies that exclude or discriminate against persons of a protected class.

The City of Kenosha previously prepared an Analysis of Impediments Study and Fair Housing Plan in October 2005. This 2012 Update to the Analysis of Impediments to Fair Housing Choice will outline progress that has been made since the previous Analysis of Impediments, explore the continuation of these impediments where necessary, and identify any new impediments to fair housing choice.

Please feel free to contact me at 653-4039 or tgeliche@kenosha.org should you have any questions.

RESOLUTION # ____-12

By: The Mayor

TO APPROVE THE 2012 UPDATE TO THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND AUTHORIZE THE FILING OF THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City is a recipient of funds from the U.S. Department of Housing and Urban Development (HUD) and pursuant to 24 CFR § 91.225, the City of Kenosha, as an entitlement city under the Community Development Block Grant Program (CDBG), annually certifies that it will affirmatively further fair housing; and

WHEREAS, such certification serves as the City's acknowledgment that it accepts the obligation to promote fair housing within its jurisdiction; and

WHEREAS, the City carries out its certification by implementing a process to address the following three (3) components of the certification: 1) Conducting an analysis to identify impediments to fair housing choice within the jurisdiction; 2) Taking appropriate action to overcome the effects of impediments identified through that analysis; and 3) Maintaining records reflecting the analysis and actions in this regard, and

WHEREAS, the City's consultants, Urban Design Ventures, LLC, in conjunction with the City of Kenosha's Department of Community Development and Inspections, have prepared the 2012 Update to the Analysis of Impediments to Fair Housing Choice; and

WHEREAS, drafts of the Analysis of Impediments to Fair Housing Choice (A.I.) were on public display from October 15, 2012 through November 2, 2012, after the City held interviews and meetings to solicit comments from various agencies, groups, and citizens in the preparation of the final document; and

WHEREAS, the City desires to confirm its continuing commitment to affirmatively furthering fair housing choice in the City of Kenosha, which includes a commitment to and the requirement to equally enforce all land use development and other laws regarding accessibility of housing in its jurisdiction.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves and adopts the 2012 Update to the Analysis of Impediments to Fair Housing Choice for the City of Kenosha, Wisconsin and confirms the City's continued commitment to affirmatively further fair housing through the following activities:

SECTION 1. That the City of Kenosha has conducted an Analysis of Impediment to Fair Housing Choice within its jurisdiction; and

SECTION 2. That the City of Kenosha will take appropriate actions to overcome the effects of any impediments identified through the Analysis of Impediments; and

SECTION 3. That the Mayor, on behalf of the City of Kenosha, Wisconsin, is hereby authorized to file the 2012 Update to the Analysis of Impediments to Fair Housing Choice with the U.S. Department of Housing and Urban Development.

Adopted this ____ day of _____, 2012

ATTEST:

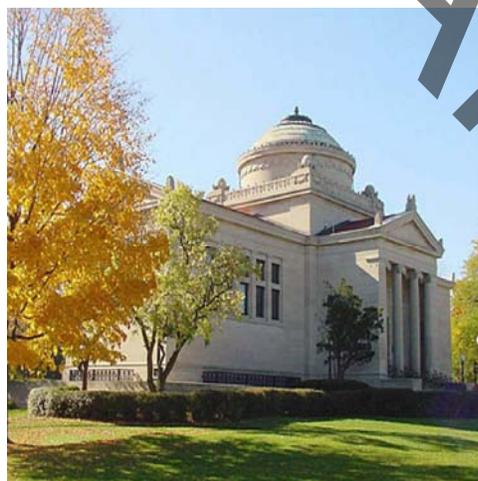
Debra L. Salas, City Clerk-Treasurer

APPROVE:

Keith G. Bosman, Mayor



2012 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE FOR THE CITY OF KENOSHA, WI



Department of Community Development & Inspections
625-52nd Street - Room 308
Kenosha, WI 53140



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Executive Summary

The City of Kenosha is focusing its energy and resources on revitalization, not just its housing but also its economy, job creation, public safety, transportation, recreation, access to health care, educational opportunities, etc. As a part of the City's revitalization efforts, it will affirmatively further fair housing for all residents. The City is experiencing a growth in population and has renewed energy. The Mayor, Common Council, and the City Staff are committed to making Kenosha a better place to live, work, and enjoy life.

The City of Kenosha, Wisconsin is an entitlement community under the US Department of Housing and Urban Development's (HUD) Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program (HOME). In accordance with the Housing and Community Development Act of 1974, as amended, each entitlement community must "affirmatively further fair housing." In order to "affirmatively further fair housing," each entitlement community must conduct a Fair Housing Analysis which identifies any impediments to fair housing choice and take steps to affirmatively further fair housing. HUD advises communities that the Analysis of Impediments to Fair Housing should also address "Visitability," the Section 504 Rehabilitation Act, the Americans with Disabilities Act, as well as the Fair Housing Act.

The HUD Fair Housing and Equal Opportunity (FHEO) Office is now advising federal entitlement communities to update their Analysis of Impediments (AI) to Fair Housing Choice with the preparation of their Five Year Consolidated Plans, and then every five (5) years thereafter. In addition, each year the City, as part of its Annual Action Plan, must sign certifications that the City will affirmatively further fair housing. This means that the City will conduct an Analysis of Impediments to Fair Housing Choice (AI), take appropriate actions to overcome the effects of any impediments identified through the AI, and maintain records reflecting what analysis and corrective actions were taken.

The City of Kenosha had previously prepared an Analysis of Impediments to Fair Housing Choice in 2005. The City has prepared this 2012 Update to the Analysis of Impediments to Fair Housing Choice to bring the City into sequence with its FY 2010-2014 Five Year Consolidated Plan. The City's Program Year runs from January 1st through December 31st. This analysis focuses on the status and interaction of six (6) fundamental conditions within the City of Kenosha:

- The sale or rental of dwellings (public or private);
- The provision of housing brokerage services;
- The provision of financial assistance for dwellings;
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing;



- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration; and
- Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570.

The Fair Housing Act was originally passed in 1968 to protect buyers and renters from discrimination from sellers and landlords by making it unlawful to refuse the sale or rental of a property to a person based on their inclusion in a protected class. The Fair Housing Act prohibits discrimination against persons based on their **race, color, religion, sex, national origin, disability, or familial status** in the sale, rental, and financing of housing. Additionally, the City of Kenosha recognizes **sexual orientation** as a protected class.

The methodology employed to undertake this Analysis of Impediments included:

- **Research**
 - A review of the City's Zoning Ordinance, Comprehensive Plan, and City procedures was undertaken, including the FY 2010-2014 Five Year Consolidated Plan, FY 2010 Annual Action Plan, FY 2011 Annual Action Plan, and Consolidated Annual Performance Evaluation Reports for FY 2009 through FY 2010.
 - A review of the Kenosha Housing Authority's (KHA) Administrative Plan, HUD Five Year and Annual Plan, and its Affirmatively Furthering Fair Housing Policy.
 - The most recent demographic data for the City was analyzed from the US Census, which included general, demographic, housing, economic social, and disability characteristics.
 - A review of the residential 2006-2010 American Community Survey data was completed.
 - A review of the US Department of Housing and Urban Development Comprehensive Housing Affordability Strategy (HUD-CHAS) data was undertaken.
 - A review of financial lending institutions through the Home Mortgage Disclosure Act (HMDA) database was completed.
 - A review of the real estate and mortgage practices was undertaken.
 - Home mortgage foreclosure data was reviewed.



- **Interviews & Meetings**
 - Meetings and/or interviews were conducted with the Kenosha Housing Authority; community, social service, and advocacy agencies for the disabled; housing providers; and city staff members.
 - Surveys were sent to housing and social service agencies and organizations. Follow up phone calls were made to organizations that neither returned a survey nor attended a meeting.

- **Analysis of Data**
 - Low- and moderate-income areas were identified.
 - Concentrations of minority populations were identified.
 - Concentrations of owner-occupied and renter-occupied housing units were identified.
 - Fair housing awareness in the community was evaluated.
 - Distribution of public and assisted housing units was analyzed.
 - The location of CDBG expenditures throughout the City was analyzed.
 - The location of HOME expenditures throughout the City was analyzed.
 - The City's Five Year Goals and Objectives were reviewed.

- **Potential Impediments**
 - Public sector policies that may be viewed as impediments were analyzed.
 - Private sector policies that may be viewed as impediments were analyzed.
 - The status of previously identified impediments was analyzed.

- **Citizen Participation**
 - Fair Housing surveys were available on the City's website in order to solicit input on the fair housing issues that exist in the City. Electronic surveys were created using Survey Monkey.
 - The draft 2012 Update to the Analysis of Impediments to Fair Housing Choice was made available for public review and comment from October 15, 2012 through November 2, 2012 at the



Department of Community Development & Inspections Office and
on-line at www.kenosh.org/index.html.

The City of Kenosha's 2012 Update to its Analysis of Impediments to Fair Housing Choice has identified the following impediments, as well as defined specific goals and strategies to address each impediment.

- **Impediment 1: LACK OF AFFORDABLE RENTAL HOUSING UNITS** – The cost of rent for apartments has increased to the point that more than half of all households with incomes less than 50% of the median income are cost overburdened.

Goal: Promote and encourage the development of affordable rental housing units especially for households whose income is less than 50% of the median income.

The strategies to meet this goal include:

- **1-A:** Support low-income housing and development plans that provide affordable housing options outside of areas of low/mod concentration.
- **1-B:** Provide assistance to households that are cost overburdened, particularly those households below 50% of the median family income.

- **Impediment 2: LACK OF AFFORDABLE HOUSING UNITS FOR SALE** – The cost to purchase a single family home has increased significantly outside areas of low/mod income concentration, limiting the choice of housing for lower income households.

Goal: Promote and encourage the development of for-sale single family houses for low-income households.

The strategies to meet this goal include:

- **2-A:** Support low-income housing and development plans that provide affordable housing options outside of areas of low/mod concentration.
- **2-B:** Support down-payment assistance and financing to assist low-income homebuyers to purchase housing outside areas of low/mod concentration.
- **2-C:** Support rehabilitation of existing housing stock to increase the supply of decent, safe, sound, and sanitary housing that is affordable to low-income households.



- **2-D:** Support homebuyer education and training programs to improve homebuyer awareness and increase the opportunities of fair housing choice for low-income households.

- **Impediment 3: AREAS OF CONCENTRATION OF MINORITIES** – There are areas in the central portion of the City where the minority population is more than 50% of the area’s population.

Goal: Promote the de-concentration of minorities outside the central portion of the City to reduce minority concentration.

The strategies to meet this goal include:

- **3-A:** Support and promote affordable housing developments and plans outside areas of minority concentration.
 - **3-B:** Market and promote housing opportunities for minorities outside areas of minority concentration.
 - **3-C:** Provide assistance to minority households to locate their residences outside areas of high minority concentration.
-
- **Impediment 4: FAIR HOUSING EDUCATION AND OUTREACH** – There is a continuing need to educate persons about their rights under the Fair Housing Act and raise awareness of fair housing choice.

Goal: Improve the public’s knowledge and awareness of the Fair Housing Act, and related laws, regulations, and requirements.

The strategies to meet this goal include:

- **4-A:** The City should promote and sponsor fair housing seminars to provide educational opportunities for all persons (homeowners, renters, and landlords) to learn about their rights under the Fair Housing Act.
- **4-B:** Continue to publish literature and informational material to pass out concerning fair housing issues and place in prominent locations to be available for distribution throughout the City.
- **4-C:** Include a link on the City’s website for information on Fair Housing and who to contact in cases of suspected housing discrimination.
- **4-D:** The City should reactivate its Human Relations Commission by appointing new members and providing support services to develop new policies and procedures.



- **Impediment 5: FAIR HOUSING LOGO AND DISCLAIMER CLAUSE** – The Fair Housing Logo and disclaimer clause are not uniformly used in advertisements of housing publications.

Goal: Increase the use of the Fair Housing Logo and disclaimer clause on all housing publications available in the City.

The strategies to meet this goal include:

- **5-A:** Review and monitor the real estate trade publications (such as “Homes Guide,” “Homes Plus,” “Wisconsin Gazette,” “Your Smart Reader,” “Kenosha News Classified,” etc.) to ascertain the proper use of the HUD Fair Housing Logo and disclaimer clause.
 - **5-B:** Work with the local Board of Realtors, apartment managers, and homebuilders to monitor their members on the use of the HUD Fair Housing Logo and disclaimer clause in the ads they place in publications.
- **Impediment 6: ACCESSIBLE HOUSING** – There is a lack of accessible housing that is decent, safe, sound, sanitary, and affordable to persons with disabilities.

Goal: Increase the number of accessible housing units that are decent, safe, sound, sanitary, and affordable to lower income households throughout the City.

The strategies to meet this goal include:

- **6-A:** Increase the number of accessible housing units through rehabilitation of the existing housing stock.
 - **6-B:** Increase the number of accessible housing units through the development and construction of new rental and single family homes for sale.
 - **6-C:** Continue to enforce the ADA requirements for landlords to make “reasonable” modifications to rental properties to make housing units accessible to disabled tenants.
 - **6-D:** Provide financial assistance to homeowners to make their properties accessible in order to allow them to remain in their residences.
- **Impediment 7: PUBLIC POLICIES AND REGULATIONS** – The City’s Zoning Ordinance appears to be restrictive in regard to the development



of multi-family housing, group living, supportive care housing, and does not contain references to the Federal Fair Housing Act, Section 504, Americans with Disabilities Act, etc.

Goal: Revise the City’s Zoning Ordinance to promote the development of various types of affordable housing throughout the City.

The strategies to meet this goal include:

- **7-A:** Review and revise the definition of "Family" in the Ordinance to also permit six (6) or less handicapped persons to live together as a single family housing unit.
- **7-B:** Review the definition of “Community Living Arrangements” in regard to the Federal Protected Classes.
- **7-C:** Review and revise Section 4.0, “Conditional Use Permits and Development Standards Review” in reference to the permitted number of persons for “Community Living Arrangements” for the Federal Protected Classes.
- **7-D:** Review the RM-1 and RM-2 Multi Family Residential Districts in regard to include Elderly Housing to be permitted by right as housing for a protected class.

- **Impediment 8: PRIVATE LENDING PRACTICES** – The HMDA data suggests that there is a disparity between the approval rates of home mortgage loans that are originated from white and minority applicants.

Goal: Approval rates for all originated home mortgage loans should be fair, unbiased, and impartial throughout the City, regardless of race and location.

The strategies to meet this goal include:

- **8-A:** A higher rate of public financial assistance should be provided to potential home buyers in lower-income neighborhoods to improve the loan to value ratio so private lenders will increase the number of home loan mortgages made in these areas.
- **8-B:** The City should develop a working relationship with the local financial institutions to promote fair lending practices and to improve communications.
- **8-C:** The City should organize with the local Board of Realtors, local financial institutions, and social service agencies a biannual Housing Fair to promote home ownership, develop a housing network, and provide information to residents on



mortgage lending practices, fair housing rights, and the availability of housing in the City.

DRAFT



I. Introduction

The City of Kenosha is an entitlement community under the US Department of Housing and Urban Development's Community Development Block Grant Program (CDBG) and the HOME Investment Partnerships Program (HOME). In accordance with the Housing and Community Development Act of 1974, as amended, each entitlement community must "affirmatively further fair housing." In order to "affirmatively further fair housing" the community must conduct a Fair Housing Analysis which identifies any impediments to fair housing choice. In addition, each year the Mayor signs a certification that the City is affirmatively furthering fair housing. The HUD Fair Housing and Equal Opportunity (FHEO) Office is now advising federal entitlement communities to update their Analysis of Impediments to Fair Housing Choice when the Five Year Consolidated Plans are completed, and then every five (5) years thereafter.

HUD defines "fair housing choice" as:

"The ability of persons, regardless of race, color, religion, sex, national origin, familial status, or handicap, of similar income levels to have available to them the same housing choices."

A Fair Housing Analysis consists of the following six (6) conditions:

- The sale or rental of dwellings (public or private);
- The provision of housing brokerage services;
- The provision of financial assistance for dwellings;
- Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing;
- The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration; and
- Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under 24 CFR Part 570.



HUD-FHEO suggests that communities conducting a fair housing analysis consider the policies surrounding “visitability,” the Section 504 Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. Housing that is “visitable” has the most basic level of accessibility that enables persons with disabilities to visit the home of a friend, family member, or neighbor. “Visitable” housing has at least one accessible means of ingress/egress, and all interior and bathroom doorways have 32-inch clear openings. Section 504 of the Rehabilitation Act (24 CFR Part 8), known as “Section 504” prohibits discrimination against persons with disabilities in any program receiving Federal funds. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225) (ADA) prohibits discrimination against persons with disabilities in all programs and activities sponsored by state and local governments. The Fair Housing Act requires property owners to make reasonable modifications to units and/or public areas in order to allow a disabled tenant to make full use of the unit. Additionally, property owners are required to make reasonable accommodations to rules or procedures to afford a disabled tenant full use of the unit. As it relates to local zoning ordinances, the Fair Housing Act prohibits local government from making zoning or land use decisions, or implementing land use policies that exclude or discriminate against persons of a protected class.

The City of Kenosha previously prepared an Analysis of Impediments Study and Fair Housing Plan in October 2005. This 2012 Update to the Analysis of Impediments to Fair Housing Choice will outline progress that has been made since the previous Analysis of Impediments, explore the continuation of these impediments where necessary, and identify any new impediments to fair housing choice. Furthermore, this Analysis of Impediments will bring the City closer to the achieving the goals outlined in the City’s FY 2010-2014 Five Year Consolidated Plan. The City of Kenosha’s Five Year Consolidated Plan is designed to act as a planning tool, providing the City of Kenosha with the necessary framework to strategically reduce the identified impediments to fair housing choice over the next three years.



II. Background Data

In order to perform an analysis of impediments to fair housing choice in the City of Kenosha, the demographic, housing, economic, and social characteristics of the City were evaluated as a basis for determining and identifying any existing impediments to fair housing choice.

The City of Kenosha, Wisconsin is the county seat of Kenosha County. Located in the southwestern portion of Wisconsin on the western shore of Lake Michigan, Kenosha is the fourth largest City in the State of Wisconsin. Kenosha is about 35 miles south of Milwaukee, Wisconsin and about 50 miles north of Chicago, Illinois.



Kenosha is part of the U.S. Census Bureau's Chicago-Naperville-Joliet, IL-IN-WI Metropolitan Statistical Area. Given the City's proximity to both Milwaukee and Chicago, the City is deeply influenced by both areas. Kenosha is the last northern stop for the Illinois Regional Transportation Authority commuter rail Metra Line that serves the metropolitan Chicago area.

The City of Kenosha was incorporated in 1850 and its name is derived from the Native American word, "Kinoje," which means a pike or pickerel. During the 1900's, the City of Kenosha experienced a manufacturing boom, producing millions of automobiles under the brands of Jeffery, Rambler, Nash, Hudson, LaFayette, and American Motors Corporation (AMC). In addition to automobile manufacturing, Kenosha is currently or has been home to the following companies: Snap-On Tool, American Brass, Simmons Bedding Company, the Samuel Lowe publishing firm, Kenosha Full Fashioned Mills, Solar Lamp Company, Jockey International, the MacWhyte Wire Rope Company, Dynamatic, Frost Company, G. LeBlanc, and American Motors Corporation.



Today Kenosha is considered a "bedroom community" within the Chicago-Milwaukee megalopolis. Tourism plays an important part of the City of Kenosha's economy. The City has over eight miles of Lake Michigan shoreline frontage, nearly all of which is public. The city has seventy four (74) municipal parks, totaling 781.52 acres. Kenosha's Washington Park includes the oldest operating velodrome in the United States (founded in 1927), known as the Washington Bowl. Kenosha's Harbor Park Redevelopment Project, located on the shores of Lake Michigan, was completed in 2003. The redevelopment project consists of 69 acres of residential, commercial, and recreational facilities on the site the former Simmons Mattress Company and



AMC factories. Kenosha is home to three museums, they are: the Kenosha Public Museum, Dinosaur Discovery Museum, and Civil War Museum.

The information from the 2000 US Census is the most recent complete set of data available for the City of Kenosha. However, the 2006-2010 American Community Survey offers recent estimations of general demographics of the City of Kenosha. Additionally, data from the 2010 US Census has been released on a rolling basis and will be presented whenever possible. This Census data, along with other databases such as the CHAS Data, have been used to evaluate the City of Kenosha’s demographic and socio-economic characteristics, as well as other conditions affecting fair housing choice.

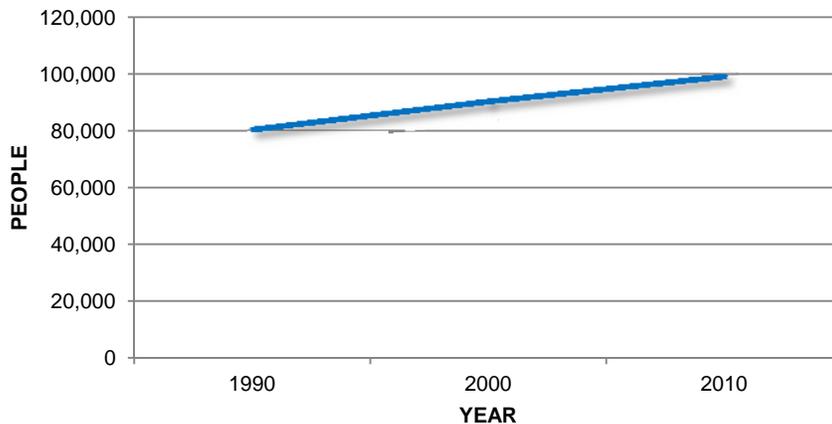
Part VI, Appendix A of this report contains extensive demographic data that is summarized and/or illustrated in the following sections. Part VI, Appendix B includes full-page maps of the demographic data which are also shown on the following pages.

A. Population, Race, Ethnicity, and Religion:

Population

Since the 1990 US Census, the City of Kenosha has experienced a sizeable increase in population from 80,352 people in 1990 to 90,352 people in 2000 to 99,218 people in 2010, or an overall increase of 23.5%. Over this same time period, the population of Kenosha County increased from 128,181 people in 1990 to 149,577 people in 2000 to 166,426 people in 2010, or an overall increase of 29.8%. Similarly, the State of Wisconsin experienced a population growth from 4,891,769 people in 1990 to 5,363,675 people in 2000 to 5,686,986 people in 2010, or an overall increase of 16.3%.

Population Increase in the City of Kenosha



Source: US Census Data (1990 – 2010)



Race

The following table highlights the racial composition of the City of Kenosha at the time of the 2000 and 2010 US Census counts.

Race and Hispanic or Latino Population in the City of Kenosha

Race and Hispanic or Latino	2000 US Census		2010 US Census	
	Population Count	Percentage	Population Count	Percentage
Total	90,352	100.0%	99,218	100.0%
One race	88,206	97.6%	95,466	96.2%
Two or more races	2,146	2.4%	3,752	3.8%
White alone	75,566	83.6%	76,519	77.1%
Black or African American alone	6,943	7.7%	9,876	10.0%
American Indian and Alaska Native alone	398	0.4%	578	0.6%
Asian alone	893	1.0%	1,671	1.7%
Native Hawaiian and Other Pacific Islander alone	40	0.1%	61	0.1%
Some other race alone	4,366	4.8%	6,761	6.8%
Hispanic or Latino	9,003	10.0%	16,130	16.3%

Source: 2000 US Census and 2010 US Census

The City of Kenosha has experienced a growing population in every population group in the past ten years. Minority groups experienced the largest growth in population in the City; represented by an increase of 87.1% in the Asian alone population, an increase of 79.2% in the Hispanic or Latino population, an increase of 74.8% in the Two or More races population, an increase of 54.9% in the Some Other Race alone population, an increase of 45.2% in the American Indian and Alaska Native population, and an increase of 42.2% in the Black or African American alone population. The total minority population in the City of Kenosha (22.9%) is higher than the minority populations in Kenosha County (16.2%) and the State of Wisconsin (13.8%). In terms of racial makeup of the City, the Black or African American alone population



represented the largest portion of the minority population at 10.0% in 2010. The Hispanic or Latino population represented 16.3% of the total population of Kenosha.

The following table outlines minority concentration by Census Tracts and Block Groups.

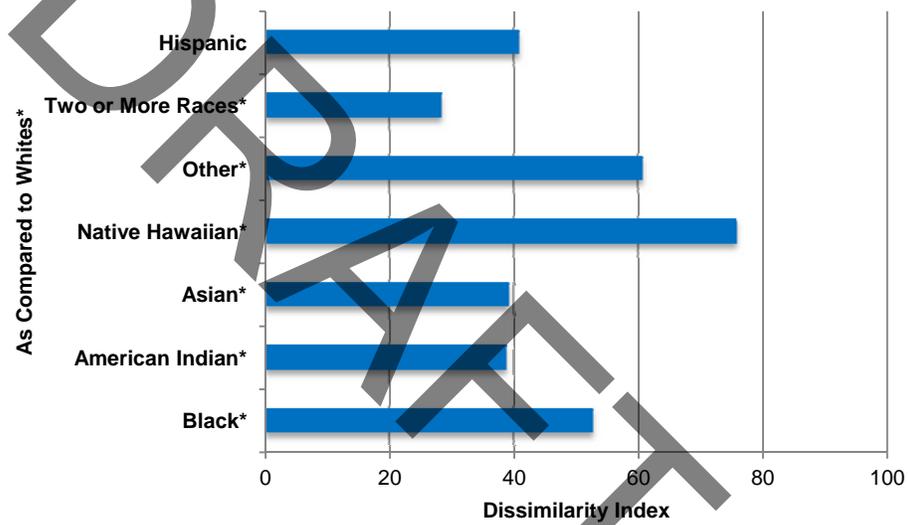
Census Tract	Block Group	Total Population	Hispanic	All Minorities	Minority Percent
001000	1	93	11	23	24.73%
000800	3	1091	185	298	27.31%
000800	2	609	90	173	28.41%
000900	3	1028	183	298	28.99%
000100	2	600	78	189	31.50%
000600	3	369	21	126	34.15%
001600	2	1323	276	477	36.05%
000300	2	21	0	9	42.86%
000700	3	1428	283	648	45.38%
001000	3	432	98	197	45.60%
001200	1	904	170	422	46.68%
001800	1	940	231	422	47.02%
001700	1	663	180	320	48.27%
000800	1	917	188	455	49.62%
000700	1	535	76	276	51.59%
000900	1	1109	351	590	53.20%
001100	2	1625	497	882	54.28%
001100	3	1413	302	768	54.35%
001100	1	798	250	435	54.51%
000900	4	757	259	431	56.94%
001000	4	700	124	401	57.29%
000900	5	811	319	492	60.67%
000700	5	941	294	608	64.61%
000700	4	722	213	526	72.85%
001600	1	1059	263	775	73.18%

Another way to analyze the racial distribution in a community is to look at the dissimilarity indices for an area. Dissimilarity indices measure the separation or integration of races across all parts of a City. The dissimilarity index, from CensusScope (www.censuscope.org), compares the integration of racial groups with the white population of the City on a scale from 0 to 100, with 0 being completely integrated and 100 being completely separate. The chart below highlights the dissimilarity



indices for various racial and ethnic groups as compared to the white population in the City of Kenosha. The Hispanic population is the largest minority group in the City of Kenosha and has a dissimilarity index of 40.9, meaning that 40.9% of the white population would need to move to another neighborhood so that blacks and whites would be more evenly distributed in the City. In order of minority racial population size from largest to smallest, the Black dissimilarity index is 52.8, the Other dissimilarity index is 60.8, the Two or More Races dissimilarity index is 28.4, and the Asian dissimilarity index is 39.3. For populations with fewer than 1,000 people, the dissimilarity index may be high even if the population is evenly distributed across the City; caution should be exercised interpreting the dissimilarity indices of the American Indian (38.9) and Native Hawaiian (75.8) populations in the City of Kenosha.

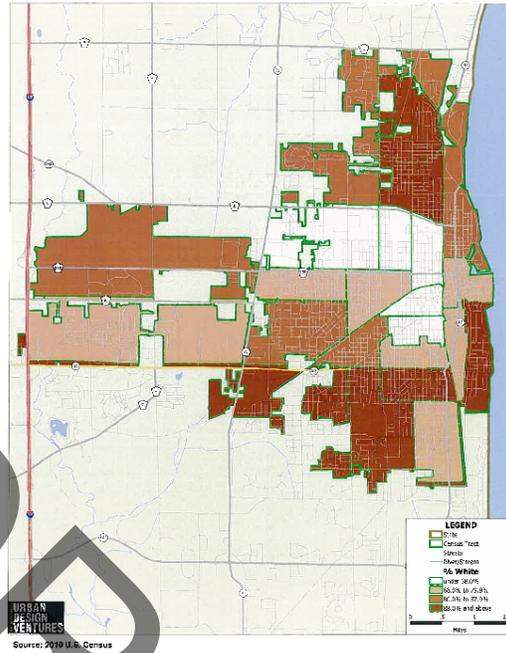
Dissimilarity Indices in the City of Kenosha



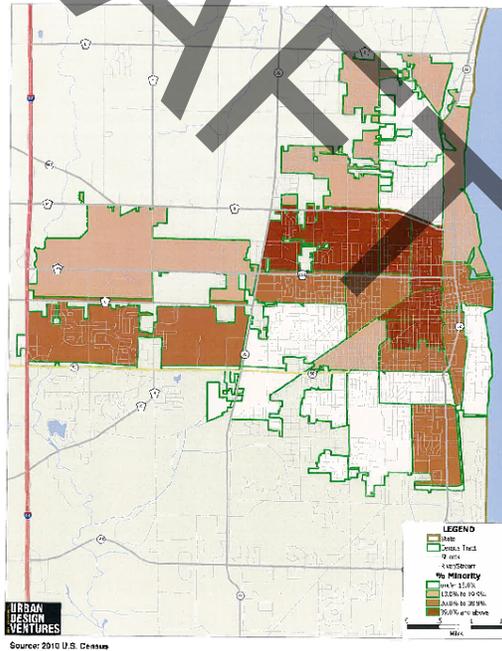
Source: [www.censuscope.org](http://www.censusscope.org)

The following maps highlight the racial composition of the block groups across the City. The darkest shaded block groups indicate the highest concentration of each population group, and the lightest shaded block groups indicate the lowest concentration of each population group. The White population is mainly clustered in the outlying areas of the City, while the majority of the Minority population is located in the central portion of the City.

**White Population by Census Tract
Kenosha, Wisconsin**



**Minority Population by Census Tract
Kenosha, Wisconsin**





Ethnicity

The following table highlights the ethnicities of Kenosha residents at the time of the 2000 US Census as well as estimates from the 2006-2010 American Community Survey.

Ethnicity and Ancestry in the City of Kenosha

ANCESTRY	2000 US Census		2006-2010 American Community Survey	
	Number	Percent	Number	Percent
Total Population	90,668	100.0%	98,297	100.0%
Arab	341	0.4%	149	0.2%
Czech	1,007	1.1%	849	0.9%
Danish	2,189	2.4%	1,951	2.0%
Dutch	1,924	2.1%	1,747	1.8%
English	6,518	7.2%	6,275	6.4%
French (except Basque)	3,830	4.2%	3,063	3.1%
French Canadian	666	0.7%	845	0.9%
German	28,533	31.5%	28,280	28.8%
Greek	401	0.4%	456	0.5%
Hungarian	442	0.5%	687	0.7%
Irish	10,431	11.5%	11,701	11.9%
Italian	10,790	11.9%	10,786	11.0%
Lithuanian	890	1.0%	885	0.9%
Norwegian	3,787	4.2%	2,895	2.9%
Polish	7,663	8.5%	8,503	8.7%
Portuguese	92	0.1%	17	0.0%
Russian	569	0.6%	675	0.7%
Scotch-Irish	763	0.8%	945	1.0%
Scottish	1,145	1.3%	1,309	1.3%
Slovak	612	0.7%	568	0.6%
Subsaharan African	517	0.6%	713	0.7%
Swedish	2,677	3.0%	2,719	2.8%
Swiss	317	0.3%	234	0.2%
Ukrainian	140	0.2%	217	0.2%
United States or American	3,142	3.5%	2,375	2.4%
Welsh	539	0.6%	471	0.5%

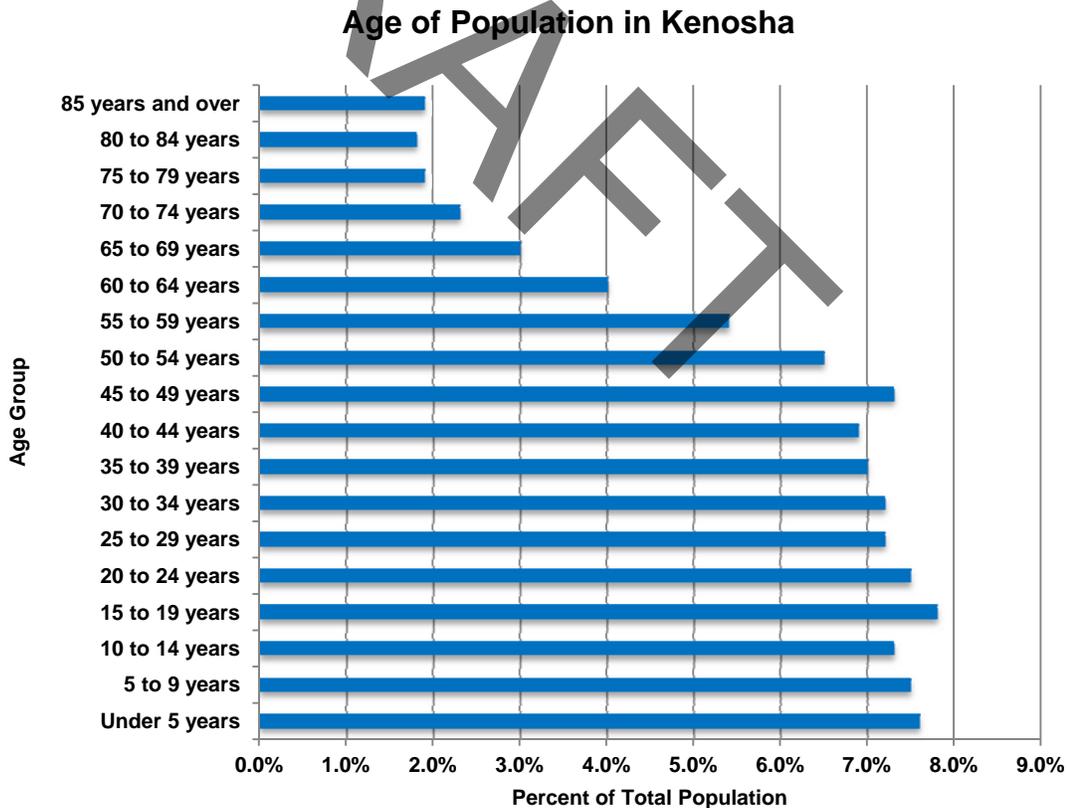


West Indian (ex. Hispanic groups)	109	0.1%	234	0.2%
Other ancestries	21,540	23.8%	-	-

Source: 2000 US Census and 2006-2010 American Community Survey

The most common ethnicities in the City of Kenosha include German, Irish, and Italian. Between 2000 and 2010, the City of Kenosha experienced a decrease in the percentage of residents identifying themselves as “United States or American.” Many of the other ethnicities also experienced fluctuations between 2000 and 2010. The 2006-2010 American Community Survey did not include “Other Ancestries” as an option, so this may account for an increase in some of the other categories in the event that survey participants selected an ancestry that most closely described their actual ancestry.

The following chart illustrates age distribution within the City at the time of the 2010 US Census. Children under five years of age represent 7.6% of the population; 31.9% of the City’s population is under 21 years of age; 57.3% of the City’s population is age 21 to 65, and 10.8% of the City’s population is 65 years of age or older.

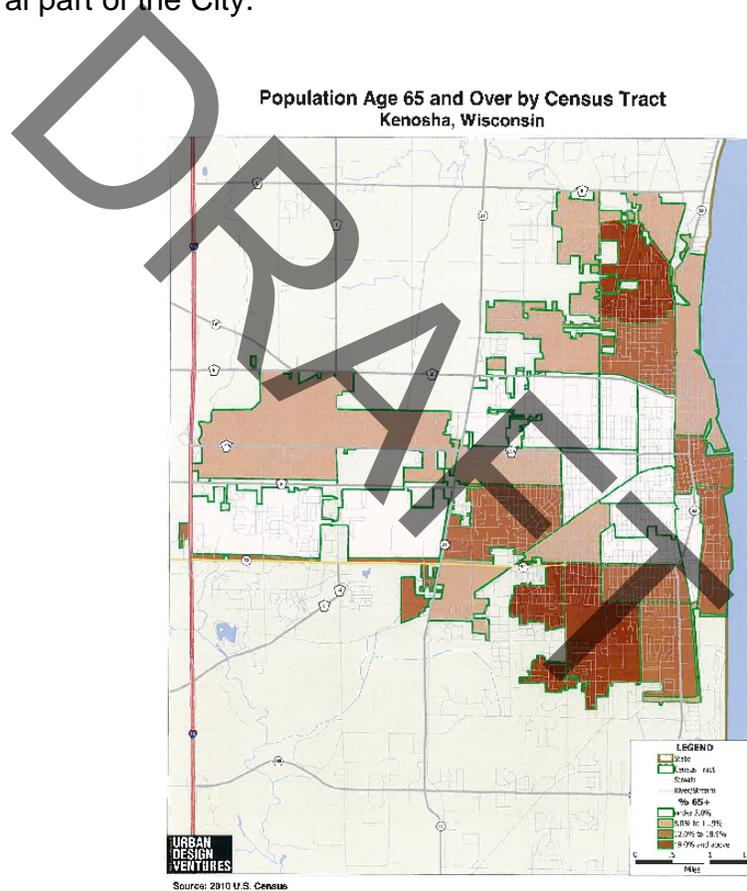


Source: 2010 US Census



The median age in the City of Kenosha at the time of the 2000 US Census was 33.6 years. The median age in the City relatively remained the same at the time of the 2010 US Census with a median age of 33.5 years. During this same time period, the median age in Kenosha County increased from 34.8 years to 36.3 years, and the median age for the State of Wisconsin increased from 36.0 years to 38.5 years.

Included in Part VI, Appendix B is a map illustrating the percentage of the population in the City of Kenosha that is over the age of 65. A smaller version of this map is included below. The highest concentration of persons age 65 and over is in the northern and southern sections of the City, while the lowest concentrations of elderly are concentrated in the central part of the City.



Religion

The US Census does not collect data on the religious affiliations in the United States. In an effort to better understand the religious affiliations of the residents of Kenosha, the City used the data made available by The Association of Religion Data Archives (ARDA). ARDA surveys the congregation members, their children, and other people who regularly



attended church services within counties across the country. Although this data appears to be the most comprehensive data that is available, it is unfortunately not entirely complete as it does not accurately include traditional African American denominations. The total number of regular attendees was adjusted in 2000 (the most recent year for which data is available) to represent the population including historic African American denominations. However, the total value cannot be disaggregated to determine the distribution across denominational groups.

The table below shows the distribution of Kenosha County residents across various denominational groups, as a percentage of the population which reported affiliation with a church. This data is not available for the traditional African American denominations; therefore there is some error in the reporting as it relates to Kenosha County.

Religious Affiliation in Kenosha County

	1980	1990	2000	2010
Evangelical Protestant	8.1%	8.9%	7.8%	9.1%
Mainline Protestant	12.0%	8.5%	8.6%	5.8%
Orthodox	0.0%	0.0%	0.1%	0.2%
Catholic	35.1%	24.8%	29.6%	21.1%
Other	0.6%	0.6%	2.2%	1.0%
Unclaimed (% of total population)	44.2%	57.3%	51.8%	62.8%

Source: The Association of Religion Data

Between 1980 and 2010, Kenosha County experienced a decrease in people identifying themselves with Mainline Protestant and Catholic traditions, while there was an increase in the total population of the County that did not identify with any religious tradition.

B. Households:

Household Tenure

According to the US Census for 2000, there were 36,162 housing units in the City of Kenosha. Of these housing units, 95.5% were occupied and 4.5% were vacant. Of the occupied housing units, 54.2% were owner-occupied and 45.8% were renter-occupied. According to the 2010 US Census, the total number of housing units increased to 40,226 units,



91.8% of which were occupied and 8.2% of which were vacant. Of the occupied housing units in 2010, 59.3% were owner-occupied and 40.7% were renter-occupied.



The City of Kenosha is experiencing an increase in the number of owner-occupied housing units and a decrease in renter-occupied housing units. From 2000 to 2010, occupied housing units increased from 36,162 to 40,226. The number of vacant housing units doubled from 1,616 vacant units in 2000 to 3,282 vacant units in 2010. From 2000 to 2010, owner-occupied housing units increased from 18,713 (54.2%) to 21,903 (59.3%) and the number of renter-occupied housing units decreased from 15,833 (45.8%) to 15,041 (40.7%). The ratio between owner-occupied and renter-occupied housing units is very close to 3:2.

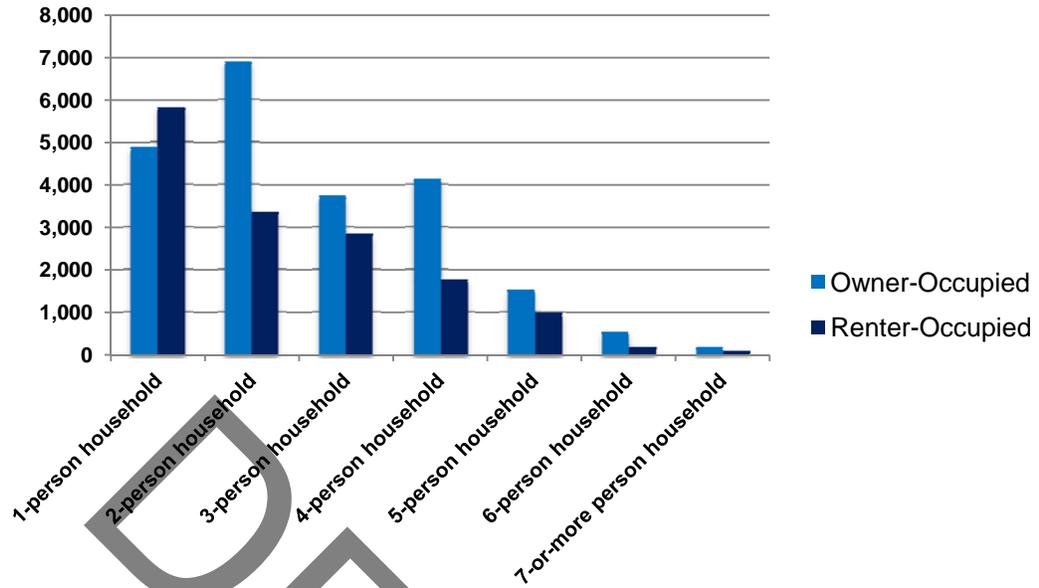
Demolitions are negligibly affecting the number of housing units. From 12/1/2010 to 5/24/2012, there were a total of 9 raze permits that were issued by the City. The Department of Community Development and Inspections estimate three (3) raze permits to be issued by the Department per year.

In 2000, the average size of the owner-occupied households was 2.69 persons and the average renter household was 2.29 persons. In 2010, both household tenures remained relatively stable. The average size of owner-occupied households decreased negligibly to 2.68 persons and renter-occupied households' size increased slightly to 2.39 persons. The following chart illustrates the breakdown by household size for owner and renter households in 2010.





Household Tenure by Size in Kenosha



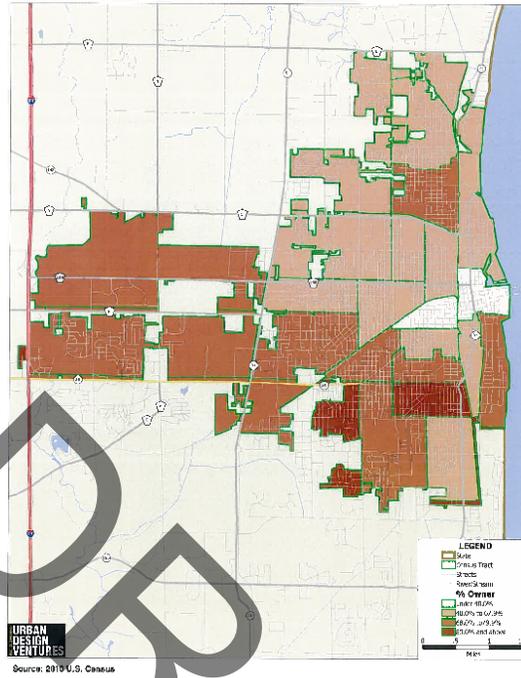
Source: 2010 US Census Data

Two-person owner-occupied households are the most common in the City and one-person renter-occupied households are a close second. Households having between two (2) and seven (7) people are most commonly owner-occupied households. Households with one (1) person are most commonly rental households.

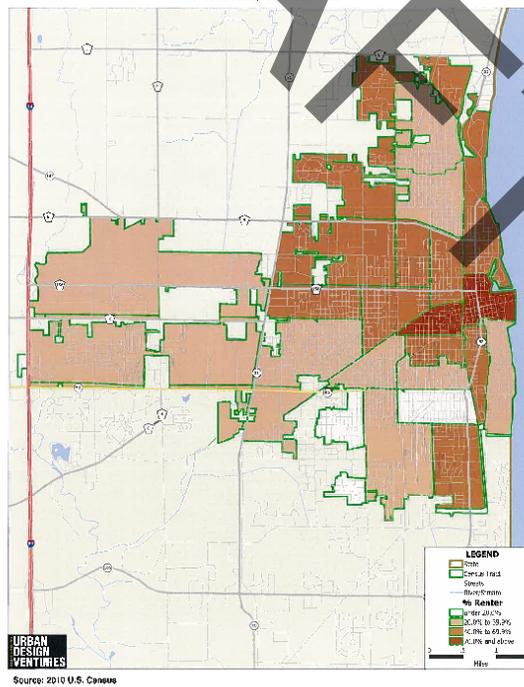


The following maps highlight the distribution of owner-occupied and renter-occupied housing units across the City. Full size versions of these maps can be found in Part VI, Appendix B. The highest concentration of rental units is in the central and northerly part of the City. The areas of highest rental concentration do not directly overlap areas of the City with the highest concentrations of subsidized housing. The western and southern areas of the City are predominately owner-occupied housing.

**Owner-Occupied Housing Units by Census Tract
Kenosha, Wisconsin**



**Renter-Occupied Housing Units by Census Tract
Kenosha, Wisconsin**





There are additional maps in Part VI, Appendix B that illustrate the Section 8 Housing Choice Voucher distribution and locations of other federally assisted housing relative to housing tenure and minority population. Section 8 Voucher usage, HUD Assisted Housing, and Low Income Housing Tax Credit projects appear to be distributed geographically across the City but do appear to be concentrated in areas of higher minority populations.

The table below compares homeowners and renters by race and ethnicity in 2010. This table shows that “White” households represent the largest percentage of homeownership (51.2% in 2010) with Black or African-American households comprising 2.0% of total homeowners and Hispanic or Latino households comprising 4.5% of total homeowners.

Household Tenure by Race and Ethnicity in the City of Kenosha

Type	Number of Households	Percent
Occupied housing units	37,376	100.0%
Owner-occupied housing units	22,157	59.3%
Not Hispanic or Latino householder	20,479	54.8%
White alone householder	19,151	51.2%
Black or African American alone householder	744	2.0%
American Indian and Alaska Native alone householder	61	0.2%
Asian alone householder	314	0.8%
Native Hawaiian and Other Pacific Islander alone householder	13	0.0%
Some Other Race alone householder	16	0.0%
Two or More Races householder	180	0.5%
Hispanic or Latino householder	1,678	4.5%
White alone householder	943	2.5%
Black or African American alone householder	15	0.0%
American Indian and Alaska Native alone householder	24	0.1%
Asian alone householder	4	0.0%
Native Hawaiian and Other Pacific Islander alone householder	1	0.0%
Some Other Race alone householder	642	1.7%
Two or More Races householder	49	0.1%
Renter-occupied housing units	15,219	40.7%
Not Hispanic or Latino householder	12,892	34.5%
White alone householder	9,903	26.5%
Black or African American alone householder	2,404	6.4%
American Indian and Alaska Native alone householder	71	0.2%
Asian alone householder	194	0.5%



Native Hawaiian and Other Pacific Islander alone householder	5	0.0%
Some Other Race alone householder	20	0.1%
Two or More Races householder	295	0.8%
Hispanic or Latino householder	2,327	6.2%
White alone householder	963	2.6%
Black or African American alone householder	56	0.1%
American Indian and Alaska Native alone householder	45	0.1%
Asian alone householder	5	0.0%
Native Hawaiian and Other Pacific Islander alone householder	2	0.0%
Some Other Race alone householder	1,114	3.0%
Two or More Races householder	142	0.4%

Source: 2010 US Census

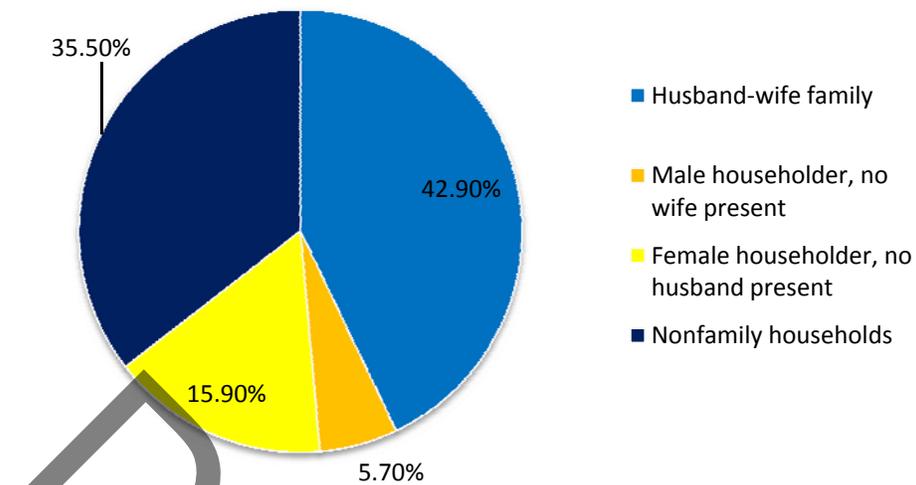
The number of households in the City of Kenosha grew by 8.6% between the 2000 and the 2010 US Census from 34,411 households to 37,376 households. During the same time period home ownership rates declined in the City by 2.9%. Of all homeowners in the City in 2010, 86.4% are White, 7.6% are Hispanic or Latino, and 3.4% are Black or African American.

Families

In 2000, families comprised 65.5% of households in the City. Families With Own Children Less Than 18 Years of Age represented 28.7% of all households. In 2010, families slightly decreased to 64.5% of households in the City. While Families With Own Children Less Than 18 Years of Age also slightly decreased to 33.6% of all households. Almost fourteen percent (13.9%) of households were Female Householder, No Husband Present householders at the time of the 2000 US Census and decreased to 10.3% of households in 2010. The chart below illustrates the breakdown of households by type in the City of Kenosha at the time of the 2010 US Census.



Households in Kenosha



Source: 2010 US Census

In 2000, 47.1% of all households in the City of Kenosha were Married Couple households and 34.5% of all households in the City were Non-Family households. The 2010 US Census reports that Married Couple households decreased to 42.9% of all households in Kenosha and Non-Family households slightly increased to 35.5% of households. A Non-Family household is a householder living alone or with non-relatives only. Overall, Kenosha has a relatively stable household composition and has experienced only a slight shift away from Married Couple households since 2000.

C. Income and Poverty:

The median household income for the City of Kenosha was \$41,902, compared to \$46,970 for Kenosha County, and \$43,791 for the State of Wisconsin at the time of the 2000 US Census. The 2006-2010 American Community Survey estimates that the median household income increased to \$47,063 in the City of Kenosha, \$54,430 in Kenosha County, and \$51,598 in the State. The table below compares the distribution of household income according to the 2000 US Census and the 2006-2010 American Community Survey.



Household Income in the City of Kenosha

Items	2000 US Census		2006-2010 American Community Survey	
	Number of Households	Percentage	Number of Households	Percentage
Total Households	34,503	-	36,944	-
Less than \$10,000	2,619	7.6%	2,679	7.3%
\$10,000 to \$14,999	2,137	6.2%	2,292	6.2%
\$15,000 to \$24,999	4,960	14.4%	4,335	11.7%
\$25,000 to \$34,999	4,494	13.0%	4,805	13.0%
\$35,000 to \$49,999	5,976	17.3%	5,559	15.0%
\$50,000 to \$74,999	7,723	22.4%	7,020	19.0%
\$75,000 to \$99,999	3,837	11.1%	4,623	12.5%
\$100,000 to \$149,999	2,142	6.2%	4,123	11.2%
\$150,000 to \$199,999	331	1.0%	891	2.4%
\$200,000 or more	284	0.8%	617	1.7%
Median Household Income	\$41,902		\$47,063	

Source: 2000 US Census and 2006-2010 American Community Survey

According to the 2006-2010 American Community Survey, the Median Household Income in 2010 dollars increased to \$47,063, meaning that 50% of households in the City of Kenosha earned less than \$47,063



annually over the 5 year time period. From 2000 to 2010 the Median Household Income increased by \$5,161 or by 12.3%.

The table below identifies the Section 8 Income Limits in Kenosha County based on household size for FY 2012. The Median Income for a family of four (4) in Kenosha County is \$72,100 for 2012.

Kenosha County Section 8 Income Limits for 2012

Income Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	\$15,200	\$17,350	\$19,500	\$21,650	\$23,400	\$25,150	\$26,850	\$28,600
Very Low (50%) Income Limits	\$25,250	\$28,850	\$32,450	\$36,050	\$38,950	\$41,850	\$44,750	\$47,600
Moderate (80%) Income Limits	\$40,400	\$46,200	\$51,950	\$57,700	\$62,350	\$66,950	\$71,550	\$76,200

Data obtained from www.hud.gov

The table below highlights the current low- and moderate-income population in the City of Kenosha. The block groups that have a population of more than 51% low- and moderate-income are highlighted in grey. The City of Kenosha has an overall low- and moderate-income population of 46.7%. For comparison, Kenosha County has a low- and moderate-income population of 40.7% (including the City's population) and the State of Wisconsin has a low- and moderate-income population of 44.0%.

**Low- and Moderate-Income Population in 2012
for the City of Kenosha**

CDBGNAME	TRACT	BLKGRP	LOWMOD	LOWMODUNIV	LOWMODPCT
KENOSHA	000100	2	383	570	67.2
KENOSHA	000100	3	1067	1717	62.1
KENOSHA	000100	4	94	118	79.7
KENOSHA	000300	1	30	30	100
KENOSHA	000300	2	25	37	67.6
KENOSHA	000300	3	186	377	49.3
KENOSHA	000300	4	1351	2232	60.5



KENOSHA	000300	5	525	735	71.4
KENOSHA	000400	1	154	751	20.5
KENOSHA	000400	2	215	472	45.6
KENOSHA	000400	3	211	451	46.8
KENOSHA	000400	4	301	732	41.1
KENOSHA	000400	5	375	1159	32.4
KENOSHA	000500	1	390	888	43.9
KENOSHA	000500	2	371	1000	37.1
KENOSHA	000500	3	295	977	30.2
KENOSHA	000500	4	891	1369	65.1
KENOSHA	000500	5	276	668	41.3
KENOSHA	000600	3	0	0	0
KENOSHA	000600	4	212	427	49.6
KENOSHA	000600	6	0	0	0
KENOSHA	000600	7	568	1998	28.4
KENOSHA	000600	8	1045	2693	38.8
KENOSHA	000700	1	197	495	39.8
KENOSHA	000700	2	334	1188	28.1
KENOSHA	000700	3	907	1471	61.7
KENOSHA	000700	4	652	753	86.6
KENOSHA	000700	5	545	886	61.5
KENOSHA	000800	1	640	810	79
KENOSHA	000800	2	381	621	61.4
KENOSHA	000800	3	678	1146	59.2
KENOSHA	000900	1	776	1156	67.1
KENOSHA	000900	2	471	788	59.8
KENOSHA	000900	3	476	1001	47.6
KENOSHA	000900	4	545	727	75
KENOSHA	000900	5	625	850	73.5
KENOSHA	001000	1	72	96	75
KENOSHA	001000	2	387	578	67
KENOSHA	001000	3	280	395	70.9
KENOSHA	001000	4	417	506	82.4
KENOSHA	001100	1	607	827	73.4
KENOSHA	001100	2	939	1280	73.4
KENOSHA	001100	3	1100	1442	76.3
KENOSHA	001200	1	770	961	80.1
KENOSHA	001200	2	585	1381	42.4
KENOSHA	001200	3	581	1032	56.3
KENOSHA	001200	4	402	861	46.7
KENOSHA	001300	1	349	830	42
KENOSHA	001300	2	355	755	47



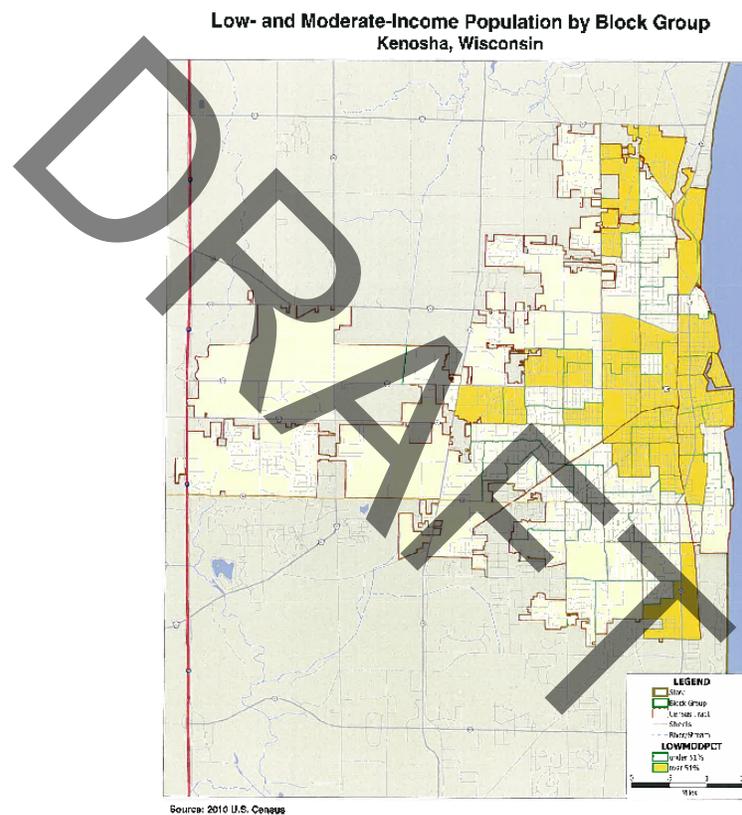
KENOSHA	001300	3	412	772	53.4
KENOSHA	001300	4	757	1461	51.8
KENOSHA	001400	1	386	1007	38.3
KENOSHA	001400	2	157	548	28.6
KENOSHA	001400	3	218	963	22.6
KENOSHA	001400	4	465	1564	29.7
KENOSHA	001400	5	424	1045	40.6
KENOSHA	001400	6	689	1819	37.9
KENOSHA	001500	1	395	792	49.9
KENOSHA	001500	2	421	918	45.9
KENOSHA	001500	3	308	713	43.2
KENOSHA	001500	4	205	523	39.2
KENOSHA	001500	5	426	868	49.1
KENOSHA	001600	1	670	972	68.9
KENOSHA	001600	2	793	1289	61.5
KENOSHA	001600	3	549	930	59
KENOSHA	001700	1	376	608	61.8
KENOSHA	001700	2	177	488	36.3
KENOSHA	001700	3	251	881	28.5
KENOSHA	001700	4	323	850	38
KENOSHA	001800	1	682	998	68.3
KENOSHA	001800	2	530	1008	52.6
KENOSHA	001800	3	136	297	45.8
KENOSHA	001900	1	145	959	15.1
KENOSHA	001900	2	265	739	35.9
KENOSHA	001900	3	268	680	39.4
KENOSHA	002000	1	0	0	0
KENOSHA	002000	3	0	0	0
KENOSHA	002100	1	396	1211	32.7
KENOSHA	002100	2	379	891	42.5
KENOSHA	002100	3	1808	2930	61.7
KENOSHA	002200	1	280	1053	26.6
KENOSHA	002200	2	502	1216	41.3
KENOSHA	002200	3	380	1343	28.3
KENOSHA	002300	1	336	980	34.3
KENOSHA	002300	2	189	780	24.2
KENOSHA	002300	3	329	1395	23.6
KENOSHA	002300	4	244	672	36.3
KENOSHA	002300	5	508	1292	39.3
KENOSHA	002400	1	263	796	33
KENOSHA	002400	2	480	1238	38.8
KENOSHA	002400	3	368	1141	32.3



KENOSHA	002500	1	275	1470	18.7
KENOSHA	002600	4	706	3347	21.1
KENOSHA	002600	5	23	49	46.9
KENOSHA	002700	1	0	0	0

Source: US Department of Housing and Urban Development (*HUD data uses 2000 US Census data*)

Below is the map of the low- and moderate-income population in the City of Kenosha. A full sized version of this map for the City is located in Part VI, Appendix B.



The percentage of all families living in poverty experienced an increase from 7.0% in 2000 to 7.7% in 2010, which represent an increase of 254 families in poverty. Similarly, all subject groups saw an increase from 2000 and 2010 in poverty status. Female-headed households, particularly with children under the age of 5, are the most likely to be living in poverty. The City’s poverty statistics for are highlighted in the chart below.



City of Kenosha Poverty Status

PERCENTAGE OF FAMILIES AND PEOPLE WHOSE INCOME IN THE PAST 12 MONTHS IS BELOW THE POVERTY LEVEL	
All families	7.7%
With related children under 18 years	13.2%
With related children under 5 years only	15.9%
Married couple families	3.1%
With related children under 18 years	4.5%
With related children under 5 years only	4.3%
Families with female householder, no husband present	28.9%
With related children under 18 years	37.1%
With related children under 5 years only	47.8%
All people	11.6%
Under 18 years	15.8%
Related children under 18 years	15.3%
Related children under 5 years	19.0%
Related children 5 to 17 years	13.9%
18 years and over	10.3%
18 to 64 years	10.8%
65 years and over	7.9%
People in families	8.7%
Unrelated individuals 15 years and over	23.4%

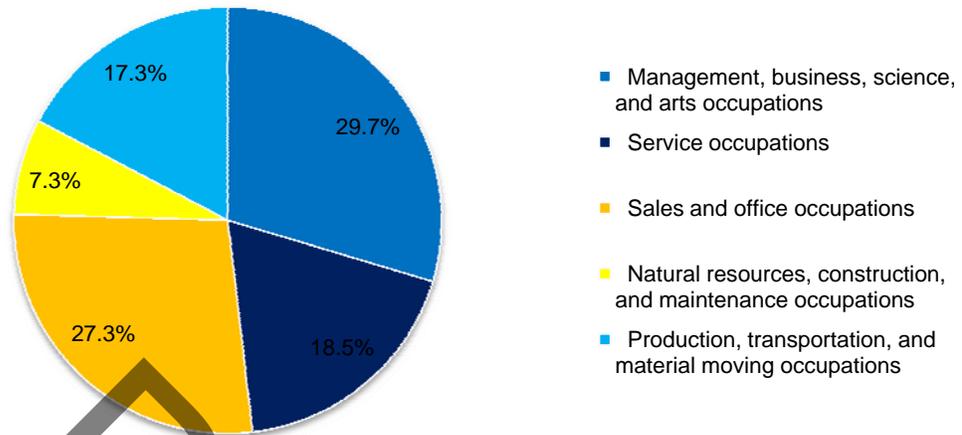
Source: 2006-2010 American Community Survey

D. Employment:

In 2000, 67.2% of the City’s residents 16 years of age and over were considered a part of the labor force. The 2006-2010 American Community Survey estimates that approximately 66.8% of the population is currently in the labor force. The following charts illustrate the classes of workers and the occupations. Almost a third of all workers in Kenosha are employed by management, business, science, and arts occupations. The majority of workers in the City of Kenosha are private wage and salary workers.

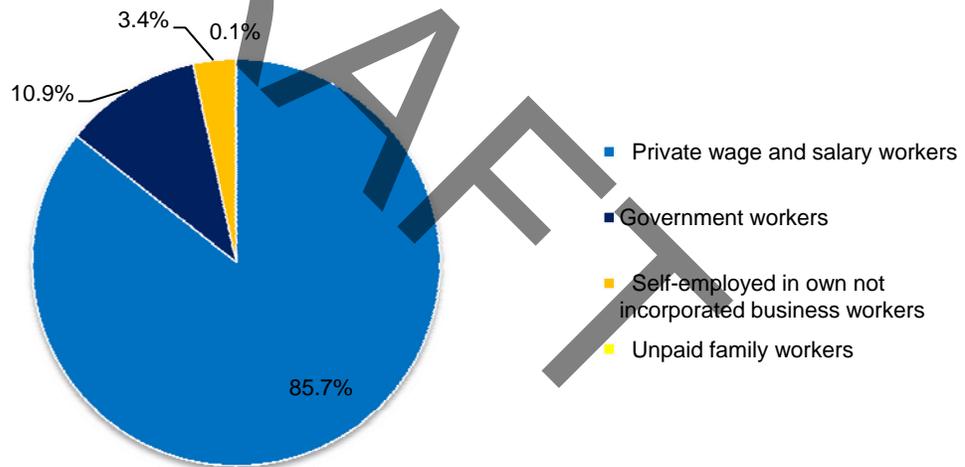


Occupations in the City of Kenosha



Source: 2006-2010 American Community Survey

Worker Class in the City of Kenosha

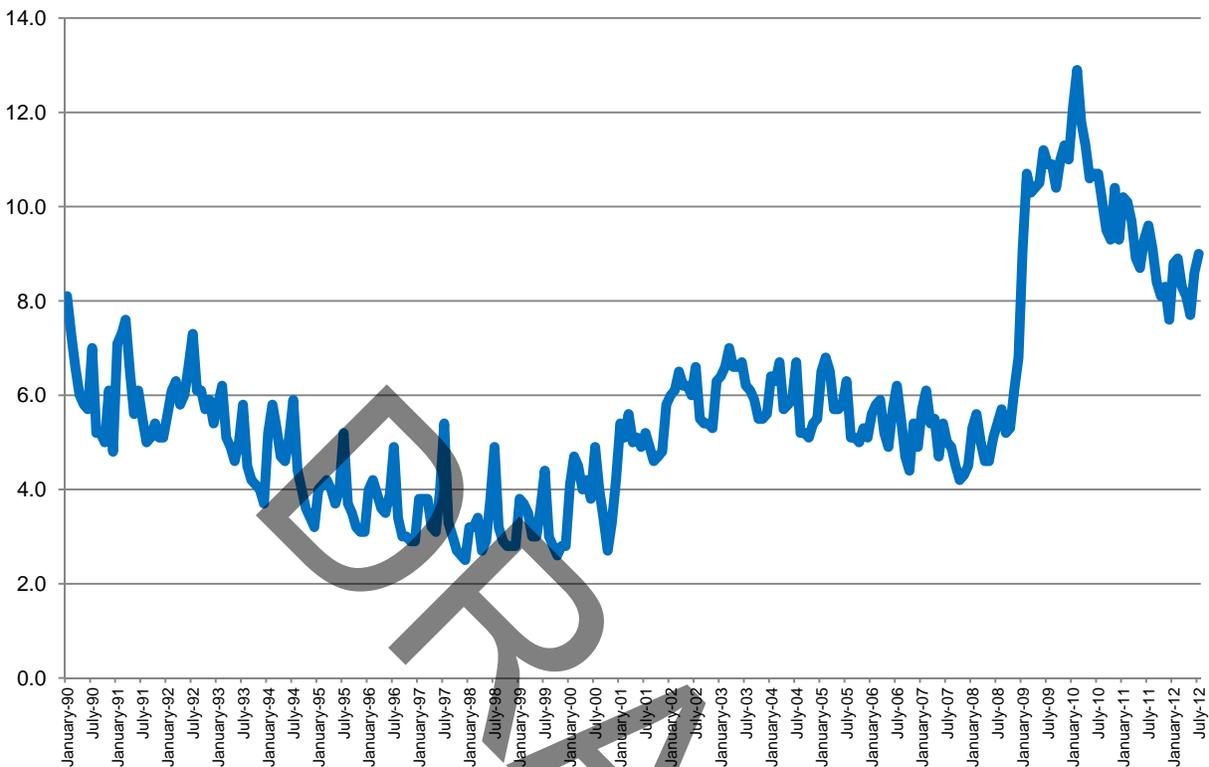


Source: 2006-2010 American Community Survey

The following chart illustrates the trends of the unemployment rate for Kenosha County from January 1990 through July 2012 as reported by the U.S. Department of Labor: Bureau of Labor Statistics (www.bls.gov).



Kenosha County Unemployment Rate



Source: U.S. Department of Labor: Bureau of Labor Statistics

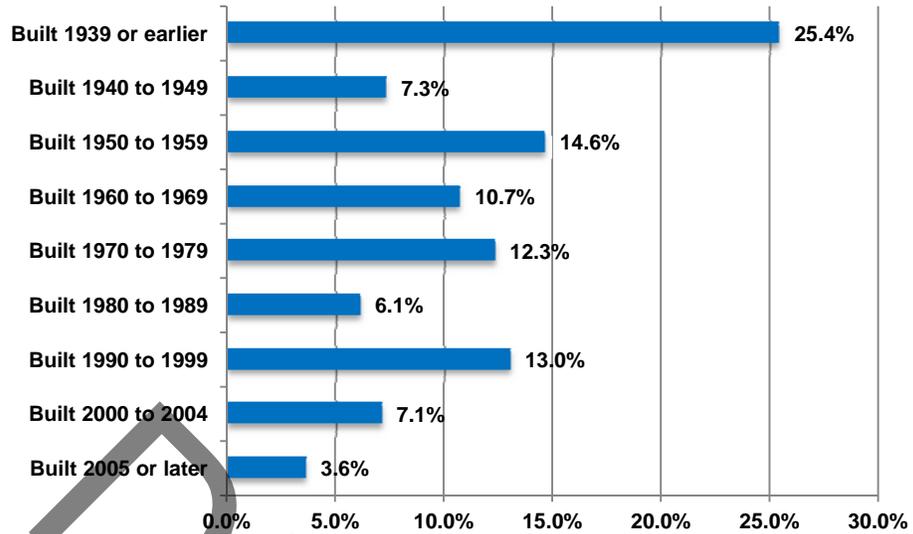
The unemployment rate in Kenosha County saw a slight overall decrease from 2002 through 2007, but began to increase in 2008 and has yet to return to the previously lower unemployment rates that the County used to enjoy. In July 2012, Kenosha County had an unemployment rate of 9.0%, compared to an unemployment rate of 7.3% for the State of Wisconsin.

E. Housing Profile:

Almost half (47.3%) of the City of Kenosha’s housing stock was built prior to 1960 and on average the City’s housing stock is older than the national percentage of 30% of the housing stock built prior to 1960 across the United States. The following chart illustrates the year that housing structures were built in the City of Kenosha based on the 2006-2010 American Community Survey.



Year Structure Built in the City of Kenosha



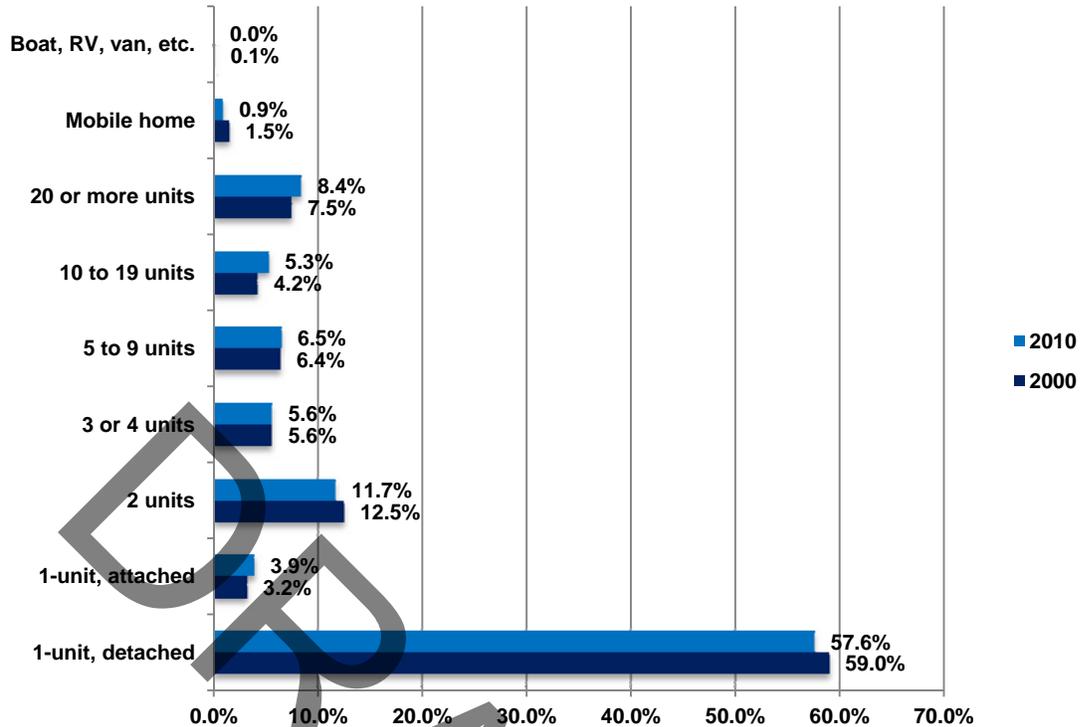
Source: 2006-2010 American Community Survey

According to the Department of Community Development and Inspections, there were twenty (20) new residential building permits issued in the City of Kenosha from December 2010 to May 2012. All of the new residential building permits were for single-family homes. An additional 1,543 permits were issued by the Department of Community Development and Inspections during the same time frame. The number of permits requested for alterations and additions increased substantially in 2012 as compared to 2010 and 2011.

The following chart outlines the composition of the housing stock in the City of Kenosha at the time of 2000 US Census and the 2006-2010 American Community Survey.



Housing Stock in the City of Kenosha



Source: 2000 US Census & 2006-2010 American Community Survey

As shown in the chart above, there were some minor shifts in the percentage breakdowns of the housing stock in the City of Kenosha between 2000 and 2010, but single-unit detached houses remain the most common and two-unit structures the second most common type of housing. The median value of owner-occupied homes in the City of Kenosha in 2000 was \$108,000 compared to \$120,900 for Kenosha County and \$112,200 for the State of Wisconsin. The 2006-2010 American Community Survey estimates that the median value of owner-occupied homes in the City of Kenosha has increased to approximately \$163,300 (a 51.2% increase), as compared to \$182,400 (a 50.9% increase) in Kenosha County, and \$169,000 (a 50.6% increase) in the State of Wisconsin.

The table below outlines the number of new units for which building permits were filed annually in the Chicago-Naperville-Joliet, IL-IN-WI CBSA from 2003 until 2011. The Chicago-Naperville-Joliet, IL-IN-WI CBSA has noted an overall decrease in the total number of new units constructed since 2003. Permits were level from 2003 to 2006 and substantially declined over the 2006 to 2009 time period. From 2009 to 2011, building permits levels have flattened out but are still only a small percentage (less than 20%) of the building permits issued in the early



2000's. Since 2003, the height of new unit construction, building permits issued have decreased by 85%.

Units Authorized by Building Permits – Chicago-Naperville-Joliet, IL-IN-WI CBSA

Year	Single Family	Multi Family	5+ Units	Total
2003	35,750	14,204	11,234	49,954
2004	35,810	11731	8,724	47,541
2005	37,470	16438	12,607	53,908
2006	28,632	18090	15,277	46,722
2007	18,095	15838	14,009	33,933
2008	7,637	8421	7,611	16,058
2009	4,383	1,714	1,445	6,097
2010	4,244	3,023	2,747	7,267
2011	4,145	3,448	3159	7,593

Source: socds.huduser.org/permits/summary.odh

Lead-based paint in residential housing can cause severe health risks for children. HUD provides a general formula to estimate the potential presence of lead-based paint (LBP) in housing built prior to 1979, before lead based paint was banned in the United States. These estimates for the City of Kenosha are illustrated in the chart below and are based on the 2006-2010 American Community Survey.

Estimate of Units with Lead-Based Paint

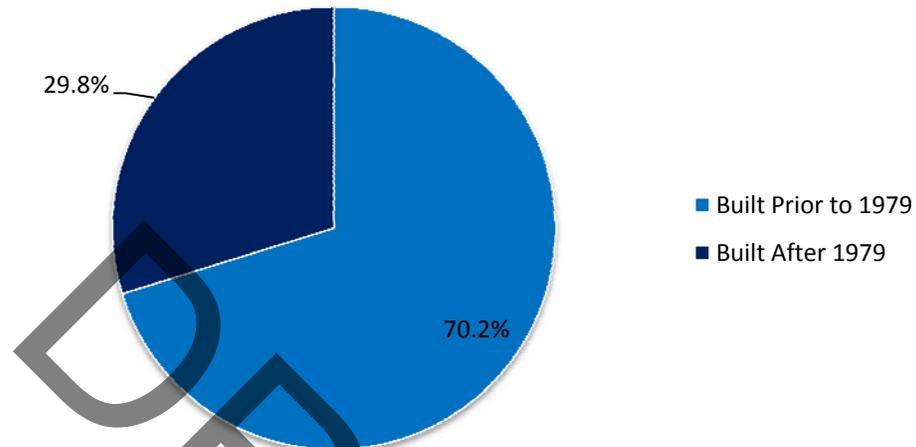
Year Unit Built	Number of Units	Est. % of Units with LBP	Est. No. of Units with LBP
Pre-1939	10,204	90%	9,184
1940-59	8,802	80%	7,042
1960-79	9,243	62%	5,731
Total	28,249	Est. Total is 78%	21,956

Source: 2006-2010 American Community Survey



The pie chart below illustrates the number of housing units built prior to 1979 that could possibly have lead based paint.

Number of Residential Units



Source: 2006-2010 American Community Survey

The City of Kenosha utilizes the lead-based paint abatement procedures, in accordance with the Residential Lead-Based Paint Hazard Reduction Act (Title X) and the new regulations adopted in 1999.

F. Financing:

Owner Costs

The median monthly owner costs for households with a mortgage in the City of Kenosha for 2000 was \$1,040. The 2006-2010 American Community Survey estimates that the median monthly owner costs, including a mortgage, increased to \$1,501. Monthly owner costs for households with a mortgage increased by 44.3% while median household income during the same time period only increased by 12.3%. The following table illustrates mortgage status and selected monthly owner costs according to the 2000 US Census and the 2006-2010 American Community Survey. Approximately a quarter (26.5%) of all owner-occupied houses in 2010 did not have a mortgage. Between the 2000 count and the 2006-2010 estimates, there is an overall trend of increasing monthly owner costs.



Mortgage Status and Selected Monthly Owner Costs in the City of Kenosha

Monthly Owner Cost	2000 US Census		2006-2010 American Community Survey	
	Number of Housing Units	Percentage	Number of Housing Units	Percentage
Houses with a mortgage	13,106	70.0%	16,106	73.50%
Less than \$300	6	0.1%	10	0.1%
\$300 to \$499	400	2.1%	103	0.6%
\$500 to \$699	1,228	6.6%	417	2.6%
\$700 to \$999	4,401	23.5%	1,443	9.0%
\$1,000 to \$1,499	5,066	27.1%	6,074	37.7%
\$1,500 to \$1,999	1,545	8.3%	4,749	29.5%
\$2,000 or more	460	2.5%	3,310	20.6%
Median	\$1,040	-	\$1,501	-
Houses without a mortgage	5,607	30.0%	5,797	26.50%
Median	\$356	-	\$528	-

Source: 2000 US Census and 2006-2010 American Community Survey

Along with rising monthly owner costs, monthly housing costs for 23.74% of all owner-occupied households with a mortgage exceeded 30% of their monthly income in 2000, indicating that for almost a quarter of housing units with a mortgage in the City of Kenosha, their housing can be considered not affordable. The 2006-2010 American Community Survey estimates that the portion of housing units with a mortgage whose housing costs exceeds 30% of their monthly income increased to 41.26% of all housing units with a mortgage. The following table illustrates housing



costs for owner-households according to the 2000 US Census and the 2006-2010 American Community Survey.

**Selected Monthly Owner Costs as a Percentage of Household Income
in the City of Kenosha**

Owner Costs as a % of Household Income	2000 US Census		2006-2010 American Community Survey	
	Number of Housing Units	Percentage of Units	Number of Housing Units	Percentage of Units
Housing units with a mortgage (excluding those whose monthly costs cannot be calculated)	13,106	-	16,066	-
Less than 20 percent	6,007	45.83%	4,511	28.08%
20 to 24.9 percent	2,431	18.55%	2,697	16.79%
25 to 29.9 percent	1,529	11.67%	2,230	13.88%
30 to 34.9 percent	1,061	8.10%	1,905	11.86%
35 percent or more	2,050	15.64%	4,723	29.40%
Not computed	28	0.21%	40	0.25%
Housing units without a mortgage (excluding those whose monthly costs cannot be calculated)	5,607	-	5,774	-
Less than 20 percent	4,164	74.26%	3,584	62.07%
20 to 24.9 percent	516	9.20%	652	11.29%
25 to 29.9 percent	280	4.99%	316	5.47%
30 to 34.9 percent	161	2.87%	323	5.59%
35 percent or more	437	7.79%	899	15.57%
Not computed	49	0.87%	23	0.40%

Source: 2000 US Census, 2006-2010 American Community Survey

Foreclosures

According to RealtyTrac, the City of Kenosha had 1,014 homes in foreclosure as of the end of July 2012 and a foreclosure rate of 1 in every 335 housing units received a foreclosure filing in July 2012. Kenosha



County had 1,517 homes in foreclosure as of the end of July 2012 and a foreclosure rate of 1 in every 339 housing units received a foreclosure filing in July 2012. The state of Wisconsin had 35,707 homes in foreclosure as of the end of July 2012 and a foreclosure rate of 1 in every 701 housing units received a foreclosure filing in July 2012. The following chart illustrates the monthly foreclosure filings in the City of Kenosha from April 2011 to March 2012.

Number of Foreclosures in the City of Kenosha



Source: www.realtytrac.com

The number of foreclosures for the City of Kenosha was at its highest in November 2011 with 208 foreclosures. Overall, Kenosha has seen a fluctuation in the number of foreclosure filings each month.

Renter Costs

The median monthly rent in 2000 was \$571 and this has increased to \$759 according to the 2006-2010 American Community Survey. The number of units whose rents are below \$750 have decreased while the number of units whose rents are above \$750 have increased significantly. The following table illustrates rental rates within the City at the time of the 2000 US Census and the 2006-2010 American Community Survey.



Gross Monthly Rent in the City of Kenosha

Rental Rates	2000 US Census		2006-2010 American Community Survey	
	Number of Housing Units	Percentage	Number of Housing Units	Percentage
Less than \$200	709	5.4%	255	1.7%
\$200 to \$299	688	5.3%	470	3.1%
\$300 to \$499	2,864	22.0%	1,308	8.7%
\$500 to \$749	6,085	46.7%	4,950	32.9%
\$750 to \$999	1,946	14.9%	4,163	27.7%
\$1,000 to \$1,499	329	2.5%	2,754	18.3%
\$1,500 or more	8	0.1%	437	2.9%
No cash rent	414	3.2%	704	4.7%
Median	\$571	-	\$759	-

Source: 2000 US Census Data and 2006-2010 American Community Survey

The table below outlines monthly rent as a percentage of household income at the 2000 US Census and the 2006-2010 American Community Survey. In 2000, the monthly housing costs for 35.8% of all renter-occupied households exceeded 30% of monthly income, indicating a high percentage of renters for whom housing is not considered affordable. The Census Bureau estimates that the percentage of households for which rent exceeds 30% of their income has grown to an estimated 46.9%, almost half of all rental households. The following table illustrates the housing cost for renter-occupied households in 2000 and at the time of the 2006-2010 American Community Survey. The drastic increase in rental households whose rental costs exceed thirty percent of their monthly income indicates the need for more affordable rental options in the City.



Gross Rent as a Percentage of Household Income in the City of Kenosha

Rental Cost as a % of Income	2000 US Census		2006-2010 American Community Survey	
	Number of Housing Units	Percentage	Number of Housing Units	Percentage
Less than 15 percent	2,505	19.20%	1,596	10.61%
15 to 19 percent	2,123	16.30%	1,844	12.26%
20 to 24 percent	1,778	13.60%	1,702	11.32%
25 to 29 percent	1,389	10.60%	1,865	12.40%
30 to 34 percent	1,078	8.30%	1,172	7.79%
35 percent or more	3,588	27.50%	5,878	39.08%
Not computed	582	4.50%	984	6.54%

Source: 2000 US Census Data and 2006-2010 American Community Survey

The table above shows that an additional 2,290 households, an increase of 63.8% in ten years, are spending 35% or more of their income on rent based on the 2006-2010 American Community Survey.

The 2012 Fair Market Rents for the Kenosha County, WI HUD Metro FMR Area are shown in the table below.

Final FY 2012 Fair Market Rents (FMRs) by Unit Bedrooms in the Kenosha County, WI HUD Metro FMR Area

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2012 FMR	\$658	\$685	\$850	\$1,169	\$1,345

Source: www.hud.gov



G. Household Types:

Based on the HUD – Comprehensive Housing Affordability Strategy (CHAS) data in Part VII, Appendix C, the following statistics were found based on Low/Mod Income (LMI) housing types:

- Total number of renter households with incomes less than 30% of median family income is 2,945.
 - 29.6% are elderly (1 & 2 persons), 873 households
 - 30.7% are small families (2 to 4 persons), 905 households
 - 7.2% are large families (5 or more persons), 212 households
 - 32.4% are other renter households, 955 households
- Total number of renter households with incomes greater than 30% but less than 50% of median family income is 2,649.
 - 22.2% are elderly (1 & 2 persons), 587 households
 - 34.5% are small families (2 to 4 persons), 914 households
 - 12.6% are large families (5 or more persons), 334 households
 - 30.7% are other renter households, 814 households
- Total number of renter households with incomes greater than 50% but less than 80% of median family income is 3,256.
 - 15.9% are elderly (1 & 2 persons), 519 households
 - 39.9% are small families (2 to 4 persons), 1,300 households
 - 8.6% are large families (5 or more persons), 280 households
 - 35.5% are other renter households, 1,157 households
- Total number of owner households with incomes less than 30% of median family income is 1,137.
 - 58.0% are elderly (1 & 2 persons), 659 households
 - 22.8% are small families (2 to 4 persons), 259 households
 - 4.8% are large families (5 or more persons), 55 households
 - 14.4% are other owner households, 164 households
- Total number of owner households with incomes greater than 30% but less than 50% of median family income is 2,001.
 - 58.1% are elderly (1 & 2 persons), 1,163 households
 - 24.7% are small families (2 to 4 persons), 495 households



- 9.2% are large families (5 or more persons), 184 households
- 7.9% are other owner households, 159 households
- Total number of owner households with incomes greater than 50% but less than 80% of median family income is 3,724.
 - 40.9% are elderly (1 & 2 persons), 1,524 households
 - 34.4% are small families (2 to 4 persons), 1,282 households
 - 9.6% are large families (5 or more persons), 359 households
 - 15.0% are other owner households, 559 households

Analysis

Small families comprise a large portion of both owner and renter households, while elderly households make up the greatest portion of owner-occupied households. The elderly and the small families appear to have the greatest need of financial support for housing in the City of Kenosha.

H. Cost Overburden:

Based on the HUD – Comprehensive Housing Affordability Strategy (CHAS) data found in Part VI, Appendix C the following statistics were identified for Low/Mod Income (LMI) households that are cost overburdened:

- Total percentage of all renter households with incomes less than 30% of median family income that are cost overburdened by greater than 30% of income is 69.8%. Below is the percentage of renter households in each household type category that are cost overburdened in this income category.
 - 47.9% of elderly (1 & 2 persons), 418 households
 - 82.9% of small families (2 to 4 persons), 750 households
 - 76.9% of large families (5 or more persons), 163 households
 - 75.9% of other renter households, 725 households
- Total percentage of all renter households with incomes less than 30% of median family income that are cost overburdened by greater than 50% of income is 56.1%. Below is the percentage of renter households in each household type category that are cost overburdened in this income category.
 - 32.6% of elderly (1 & 2 persons), 285 households



- 65.7% of small families (2 to 4 persons), 595 households
- 60.4% of large families (5 or more persons), 128 households
- 67.5% of other renter households, 645 households
- Total percentage of all renter households with incomes greater than 30% but less than 50% of median family income that are cost overburdened by greater than 30% is 62.9%. Below is the percentage of renter households in each household type category that are cost overburdened in this income category.
 - 55.2% of elderly (1 & 2 persons), 324 households
 - 69.4% of small families (2 to 4 persons), 634 households
 - 59.6% of large families (5 or more persons), 199 households
 - 62.7% of other renter households, 510 households
- Total percentage of all renter households with incomes greater than 30% but less than 50% of median family income that are cost overburdened by greater than 50% is 12.4%. Below is the percentage of renter households in each household type category that are cost overburdened in this income category.
 - 12.8% of elderly (1 & 2 persons), 75 households
 - 14.8% of small families (2 to 4 persons), 125 households
 - 1.2% of large families (5 or more persons), 4 households
 - 14.1% of other renter households, 115 households
- Total percentage of all renter households with incomes greater than 50% but less than 80% of median family income that are cost overburdened by greater than 30% is 18.9%. Below is the percentage of renter households in each household type category that are cost overburdened in this income category.
 - 35.6% of elderly (1 & 2 persons), 185 households
 - 14.6% of small families (2 to 4 persons), 190 households
 - 8.9% of large families (5 or more persons), 25 households
 - 18.5% of other renter households, 214 households
- Total percentage of all renter households with incomes greater than 50% but less than 80% of median family income that are cost overburdened by greater than 50% is 0.6%. Below is the percentage of renter households in each household type category that are cost overburdened in this income category.



- 0.0% of elderly (1 & 2 persons), 0 households
- 1.2% of small families (2 to 4 persons), 16 households
- 0.0% of large families (5 or more persons), 0 households
- 0.3% of other renter households, 3 households
- Total percentage of all owner households with incomes less than 30% of median family income that are cost overburdened by greater than 30% of income is 82.8%. Below is the percentage of owner households in each household type category that are cost overburdened in this income category.
 - 77.4% of elderly (1 & 2 persons), 510 households
 - 90.3% of small families (2 to 4 persons), 234 households
 - 85.5% of large families (5 or more persons), 47 households
 - 91.5% of other owner households, 150 households
- Total percentage of all owner households with incomes less than 30% of median family income that are cost overburdened by greater than 50% of income is 56.1%. Below is the percentage of owner households in each household type category that are cost overburdened.
 - 37.9% of elderly (1 & 2 persons), 250 households
 - 90.3% of small families (2 to 4 persons), 234 households
 - 70.9 of large families (5 or more persons), 39 households
 - 70.1% of other renter households, 115 households
- Total percentage of all owner households with incomes greater than 30% but less than or equal to 50% of median family income that are cost overburdened by greater than 30% is 46.9%. Below is the percentage of owner households in each household type category that are cost overburdened.
 - 31.3% of elderly (1 & 2 persons), 364 households
 - 62.6% of small families (2 to 4 persons), 310 households
 - 75.5% of large families (5 or more persons), 139 households
 - 78.6% of other owner households, 125 households
- Total percentage of all owner households with incomes greater than 30% but less than or equal to 50% of median family income that are



cost overburdened by greater than 50% of income is 23.9%. Below is the percentage of owner households in each household type category that are cost overburdened.

- 13.2% of elderly (1 & 2 persons), 154 households
 - 37.4% of small families (2 to 4 persons), 185 households
 - 29.3% of large families (5 or more persons), 54 households
 - 53.5% of other owner households, 85 households
- Total percentage of all owner households with incomes greater than 50% but less than or equal to 80% of median family income that are cost overburdened by greater than 30% is 36.0%. Below is the percentage of owner households in each household type category that are cost overburdened.
 - 17.0% of elderly (1 & 2 persons), 259 households
 - 48.7% of small families (2 to 4 persons), 624 households
 - 41.5% of large families (5 or more persons), 149 households
 - 55.3% of other owner households, 309 households
 - Total percentage of all owner households with incomes greater than 50% but less than or equal to 80% of median family income that are cost overburdened by greater than 50% of income is 8.5%. Below is the percentage of owner households in each household type category that are cost overburdened.
 - 4.9% of elderly (1 & 2 persons), 75 households
 - 10.1% of small families (2 to 4 persons), 129 households
 - 3.9% of large families (5 or more persons), 14 households
 - 17.7% of other owner households, 99 households

Analysis

The majority (69.8%) of rental households with income less than 30% of median family income are cost overburdened by more than 30% of their income. This indicates a need for financial assistance for low-income rental units. In this same income category, 56.1% of renters are cost overburdened by more than 50%.

The majority (62.9%) of rental households with incomes greater than 30% but less than or equal to 50% of median family income are cost overburdened by more than 30% of their income. This indicates a need for financial assistance for low-income rental units. In this same income category, only 12.4% of renters are cost overburdened by more than 50%.



Similarly, over three quarters (82.8%) of homeowners with a household income that is less than 30% of median family income are cost overburdened by more than 30% of their income. This indicates a need for financial assistance for low-income owner-occupied units. In this same income category, 56.1% of homeowners are cost overburdened by more than 50%.

Almost half (46.9%) of homeowners with a household with incomes greater than 30% but less than or equal to 50% of median family income are cost overburdened by more than 30% of their income. This indicates a need for financial assistance for low-income owner-occupied units. In this same income category, only 23.9% of homeowners are cost overburdened by more than 50%.

Elderly households and small families, both owners and renters, are the most cost-overburdened households.

I. Housing Problems:

A household having any housing problem is cost burden of more than 30% of their income, experiencing overcrowding, or having incomplete kitchen or plumbing facilities. Based on the HUD – Comprehensive Housing Affordability Strategy (CHAS) data found in Part VI, Appendix C, the following statistics were based on Low/Mod Income (LMI) housing types:

- Total percentage of renter households with incomes less than 30% of median family income that have a housing problem is 70.5%. Below is the percentage of renter households in each household type category that have a housing problem in this income category.
 - 47.9% of elderly (1 & 2 persons), 418 households
 - 82.9% of small families (2 to 4 persons), 750 households
 - 85.8% of large families (5 or more persons), 182 households
 - 75.9% of other renter households, 725 households
- Total percentage of renter households with incomes greater than 30% but less than 50% of median family income that have a housing problem is 69.1%. Below is the percentage of renter households in each household type category that have a housing problem in this income category.
 - 55.9% of elderly (1 & 2 persons), 328 households



- 75.9% of small families (2 to 4 persons), 694 households
- 85.0% of large families (5 or more persons), 284 households
- 64.4% of other renter households, 524 households
- Total percentage of renter households with incomes greater than 50% but less than 80% of median family income that have a housing problem is 24.6%. Below is the percentage of renter households in each household type category that have a housing problem in this income category.
 - 36.4% of elderly (1 & 2 persons), 189 households
 - 18.1% of small families (2 to 4 persons), 235 households
 - 55.4% of large families (5 or more persons), 155 households
 - 19.2% of other renter households, 222 households
- Total percentage of owner households with incomes less than 30% of median family income that have a housing problem is 82.8%. Below is the percentage of owner households in each household type category that have a housing problem in this income category.
 - 77.4% of elderly (1 & 2 persons), 510 households
 - 90.3% of small families (2 to 4 persons), 234 households
 - 85.5% of large families (5 or more persons), 47 households
 - 91.5% of other owner households, 150 households
- Total percentage of owner households with incomes greater than 30% but less than 50% of median family income that have a housing problem is 48.1%. Below is the percentage of owner households in each household type category that have a housing problem in this income category.
 - 31.6% of elderly (1 & 2 persons), 368 households
 - 62.6% of small families (2 to 4 persons), 310 households
 - 86.4% of large families (5 or more persons), 159 households
 - 78.6% of other owner households, 125 households
- Total percentage of owner households with incomes greater than 50% but less than 80% of median family income that have a housing problem is 37.2%. Below is the percentage of owner households in each household type category that have a housing problem in this income category.
 - 17.0% of elderly (1 & 2 persons), 259 households



- 49.3% of small families (2 to 4 persons), 632 households
- 51.3% of large families (5 or more persons), 184 households
- 55.3% of other owner households, 309 households

Analysis

Both renter and owner households with incomes less than 30% of median family income have higher instances of housing problems (70.5% of renters and 82.8% of owners). Renter households earning between 30% and 50% of median family income also have high rates of housing problems (69.1%). Small and large families, as well as “other” households, seem to show the greatest rates of housing problems, but elderly households demonstrate a need for financial support for addressing housing problems, too.

The website www.dataplace.org provides an overview of data for communities across the country. The following table highlights important data to further illustrate housing problems in the City of Kenosha. Over fifty-three percent (48.1%) of households with income less than 80% of the median income are cost overburdened.

Housing Hardships in the City of Kenosha

Categories of Housing Hardships (2000)	Percentage
Percentage of Households with income 0-80% of area median with housing cost burden	48.1%
Percentage of Households with income 0-80% of area median with severe housing cost burden	21.9%
Percentage housing units that are overcrowded	3.4%
Percentage housing units without complete kitchen facilities	0.5%
Percentage occupied housing units without complete plumbing facilities	0.4%

Source: www.dataplace.org

J. Disabled Households:

The following table includes the 2000 US Census Data that shows the number of disabled individuals in the City of Kenosha. The total population of the City of Kenosha is 96,560 and the disabled population is 11,180 people, or 11.6%. Of the population age 65 and older, 39.1% have a disability.



Disabled Persons in the City of Kenosha

Subject	City of Kenosha, Wisconsin		
	Total Population	With a Disability	% of Population
Total civilian noninstitutionalized population	96,560	11,180	11.6%
Population under 5 years	7,805	94	1.2%
With a hearing difficulty	-	75	1.0%
With a vision difficulty	-	45	0.6%
Population 5 to 17 years	18,495	1,041	5.6%
With a hearing difficulty	-	92	0.5%
With a vision difficulty	-	33	0.2%
With a cognitive difficulty	-	885	4.8%
With an ambulatory difficulty	-	79	0.4%
With a self-care difficulty	-	128	0.7%
Population 18 to 64 years	59,779	5,950	10.0%
With a hearing difficulty	-	1,115	1.9%
With a vision difficulty	-	733	1.2%
With a cognitive difficulty	-	2,427	4.1%
With an ambulatory difficulty	-	3,072	5.1%
With a self-care difficulty	-	996	1.7%
With an independent living difficulty	-	1,675	2.8%
Population 65 years and over	10,481	4,095	39.1%
With a hearing difficulty	-	1,873	17.9%
With a vision difficulty	-	649	6.2%
With a cognitive difficulty	-	894	8.5%
With an ambulatory difficulty	-	2,779	26.5%
With a self-care difficulty	-	1,067	10.2%
With an independent living difficulty	-	1,809	17.3%
SEX			
Male	46,456	5,126	11.0%
Female	50,104	6,054	12.1%
RACE AND HISPANIC OR LATINO ORIGIN			
One Race	-	-	-
White alone	77,161	9,503	12.3%
Black or African American alone	9,167	826	9.0%
American Indian and Alaska Native alone	-	-	-
Asian alone	2,345	179	7.6%
Native Hawaiian and Other Pacific Islander alone	-	-	-
Some other race alone	4,750	352	7.4%
Two or more races	2,643	274	10.4%
White alone, not Hispanic or Latino	68,226	9,090	13.3%
Hispanic or Latino (of any race)	14,509	750	5.2%

Source: 2008-2010 ACS US Census



In addition to the US Census data, the CHAS Data also provides insight into the number of households with residents who have disability and/or mobility issues. The CHAS Data can be found in Part VI, Appendix C.

The most recent CHAS Data identifies the following prevalence of housing problems for households with mobility and self-care limitations:

- 35.9% of all households report having any housing problem, including 46.1% of renters and 27.0% of homeowners
- 62.7% of all rental households earning less than or equal to 30% MFI report having any housing problem, with the highest reported as “All Other Households” at 72.7%
- 92.2% of all owner households earning less than or equal to 30% MFI report having any housing problem, with the highest reported as “Extra Elderly 1 & 2 Member Households” at 100.0%
- 65.2% of all renter households earning between 30% and 50% MFI report any housing problems, with the highest reported as “Extra Elderly 1 & 2 Member Households” at 71.9%
- 43.4% of all owner households earning between 30% and 50% MFI report any housing problems, with the highest reported as “All Other Households” at 50.0%
- 30.6% of all renter households earning between 50% and 80% MFI report any housing problems, with the highest reported as “Elderly 1 & 2 Member Households” at 36.8%
- 32.0% of all owner households earning between 50% and 80% MFI report any housing problems, with the highest reported as “All Other Households” at 50.7%

Based on the US Census and CHAS data there is a need for accessible and affordable housing for the all income level persons with disabilities, especially for rental housing. Additionally, there is a strong need for accessible and affordable housing for low- and moderate-income level persons with disabilities.



III. Review/Update to Original Plan

The current "City of Kenosha Analysis of Impediments Study and Fair Housing Study" was previously prepared in October 2005. The Impediments to Fair Housing Choice identified in that report are reviewed twice each year, first in the City's Annual Action Plan and then again in the Consolidated Annual Performance Evaluation Report (CAPER).

The following impediments and actions to address those impediments were identified in the previous Analysis of Impediments to Fair Housing Choice:

Impediments Found

1. Creating an awareness of fair housing laws is essential to the termination of housing discrimination. When property owners know about the laws and continue practicing discriminatory activities, legal recourses must be considered. When renters and home purchasers are knowledgeable of fair housing laws, they can help enforce such laws.
2. Home Mortgage Disclosure Act (HMDA) data indicates that low income persons are denied financing for home purchase or renovation at a significantly greater rate than the general populace.

Actions to Address Impediments

1. Consider developing an outreach system to communicate with all landlords to assure that they are knowledgeable of fair housing laws.
2. Identify means of furthering fair housing.
3. Consider ways of increasing the number of low-income households who seek homeownership and to identify ways to improve their success in securing mortgage financing, including referrals to financial counseling for applicants who have been denied financing.

The following paragraphs restate the actions taken to address the identified impediments from FY 2006 to FY 2011 within the Annual Action Plan:

The Department of Neighborhood Services and Inspections is responsible for receiving all housing discrimination complaints per Section 22.01 of the Code of General Ordinances of the City of Kenosha.

The City of Kenosha's Analysis of Impediments to Fair Housing was completed and submitted to HUD for review and approval in March, 2006.



The Kenosha Housing Authority gives presentations to both landlord groups in Kenosha regarding their programs and fair housing issues. KHA staffs attend landlord meetings where questions are asked regarding fair housing, as well as answer calls from landlords asking fair housing questions.

DRAFT



IV. Impediments to Fair Housing 2012

In order to determine if any impediments to fair housing choice exist, interviews and meetings were conducted, surveys were distributed, Census data was reviewed, and an analysis of the fair housing complaints in the City of Kenosha was undertaken.

A. Fair Housing Complaints:

1. City of Kenosha Commission on Human Relations:

According to the 2012 General Ordinances, the Commission on Human Relations, is a community relations-social development commission created pursuant to the authority of §66.433 of the Wisconsin Statutes.

The purpose of the Commission is to study, analyze and recommend solutions for the major social, economic, and cultural problems which affect people residing or working within the City of Kenosha, including, without restriction, because of enumerations, problems of the family, youth, education, the aging, juvenile delinquency, health and zoning standards, and discrimination in housing, employment and public accommodations on the basis of sex, race, religion, color, handicap, national origin, marital status, lawful source of income, age or ancestry.

The Commission has the duty and power to investigate and research any complaints alleging discrimination because of race, color, sex, handicap, religion, marital status, lawful source of income, age, ancestry, or national origin. The Commission will act as an advisory, conciliatory, and investigating agency on all matters threatening the general welfare by reason of discrimination. If all such attempts at conciliation or persuasion fail, the Commission shall notify the City Attorney of its findings. If probable cause is found, the City Attorney shall then issue a complaint if, in his/her judgment, an action of discrimination is sustainable in court. Additionally, the Commission has the responsibility to participate and encourage activities and events that promote human relations.

The Commission consists of citizens residing in the City of Kenosha, including representatives of the clergy and minority groups. The Commission shall consist of seven (7) members, each appointed to a three year term.

The Commission on Human Relations has not received a fair housing complaint.



2. Fair Housing & Equal Opportunity (HUD)

The US Department of Housing and Urban Development’s (HUD) Office of Fair Housing & Equal Opportunity (FHEO) receives complaints regarding alleged violations of the Fair Housing Act. From January 1, 2005 to May 31, 2012 there were a total of 39 fair housing complaints originated in Kenosha County; of those, 37 originated within the City of Kenosha.

City of Kenosha

The complaints received for the City of Kenosha are disaggregated in the chart below to illustrate the most common basis for complaints. In the City of Kenosha, race was the most common basis for complaints between January 1, 2005 to May 31, 2012, disability was the second most common cause for complaint, followed by familial status and national origin. It is important to note that 8 (or 21.6%) of the complaints had multiple bases.

Basis for Housing Complaints in the City of Kenosha

Basis	January 2005 to May 2012	
	Number of Complaints	% of Total
Disability	14	29%
Race	19	39%
Familial Status	7	14%
National Origin	4	8%
Sex	3	6%
Religion	1	2%
Color	0	0%
Retaliation	1	2%
All Complaints Filed	49	100%

Source: US Department of HUD-FHEO, Milwaukee Field Office

Of the 37 complaint cases from the City of Kenosha, 32 cases have been closed. The chart below shows the status for all cases. Twenty four percent (24%) of the complaint cases were closed by “No Cause,” while forty one percent (41%) were closed by “Conciliation/Settlement.”



Complaint Resolution in the City of Kenosha

Basis	January 2005 to May 2012	
	Number of Complaints	% of Total
Conciliated/Settled	15	41%
No Cause	9	24%
Administrative Closure	8	22%
Open	5	14%
Total Cases	37	100%

Source: US Department of HUD-FHEO, Milwaukee Field Office

The following table “HUD-FHEO Complaints,” summarizes all of the complaints filed with the HUD Office of Fair Housing & Equal Opportunity between January 1, 2005 and May 31, 2012 in the City of Kenosha.

HUD-FHEO Complaints filed in the City of Kenosha

HUD Case Number	HUD Filing Date	Bases	Issues	Case Completion Type
05-05-0772-8	4/18/2005	Disability,	310 - Discriminatory refusal to rent,	No Cause
05-05-1110-8	6/27/2005	Disability,	510 - Failure to make reasonable accommodation,	Conciliated/ Settled
05-05-1218-8	7/7/2005	Race,	382 - Discrimination in terms/conditions/privileges relating to rental,	Conciliated/ Settled
05-05-1239-8	7/12/2005	Race,	312 - Discriminatory refusal to rent and negotiate for rental,	Administrative Closure
05-06-0430-8	1/13/2006	Race,	382 - Discrimination in terms/conditions/privileges relating to rental,	No Cause
05-06-0402-8	1/4/2006	Race,	310 - Discriminatory refusal to rent,	No Cause
05-06-0645-8	2/22/2006	Familial Status,	382 - Discrimination in terms/conditions/privileges relating to rental,	Administrative Closure
05-06-1472-8	7/7/2006	Race, Disability,	382 - Discrimination in terms/conditions/privileges relating to rental,	Conciliated/ Settled
05-06-1922-8	9/19/2006	Disability,	312 - Discriminatory refusal to rent and negotiate for rental,	Administrative Closure
05-06-1939-8	9/22/2006	Race, Disability, Familial Status, Sex,	380 - Discriminatory terms, conditions, privileges, or services and facilities, 382 - Discrimination in terms/conditions/privileges relating to rental, 450 - Discriminatory acts under Section 818 (coercion, etc.),	Conciliated/ Settled
05-07-0142-8	10/31/2006	Race, Disability, Sex,	382 - Discrimination in terms/conditions/privileges relating to rental,	Conciliated/ Settled
05-07-0041-8	10/11/2006	Race, Sex,	382 - Discrimination in terms/conditions/privileges relating to rental,	Administrative Closure
05-07-0040-8	10/11/2006	National Origin,	382 - Discrimination in terms/conditions/privileges relating to rental,	Conciliated/ Settled



05-07-0667-8	3/23/2007	Race, Sex, Retaliation	382 - Discrimination in terms/conditions/privileges relating to rental, 450 - Discriminatory acts under Section 818 (coercion, etc.),	Conciliated/ Settled
05-07-1200-8	7/9/2007	Disability, National Origin, Religion,	310 - Discriminatory refusal to rent, 320 - Discriminatory advertising, statements and notices,	Conciliated/ Settled
05-07-1619-8	9/26/2007	Race,	310 - Discriminatory refusal to rent, 382 - Discrimination in terms/conditions/privileges relating to rental,	Conciliated/ Settled
05-08-0706-8	3/13/2008	Race, Disability,	330 - False denial or representation of availability, 510 - Failure to make reasonable accommodation,	Administrative Closure
05-08-0692-8	3/12/2008	Race,	353 - Discrimination in the terms/conditions for making loans,	Conciliated/ Settled
05-08-1458-8	7/21/2008	Familial Status,	312 - Discriminatory refusal to rent and negotiate for rental,	No Cause
05-08-1887-8	9/23/2008	Disability,	310 - Discriminatory refusal to rent,	No Cause
05-09-0031-8	10/9/2008	Race,	350 - Discriminatory financing (includes real estate transactions), 410 - Steering,	Conciliated/ Settled
05-09-0835-8	4/3/2009	Race,	351 - Discrimination in the making of loans,	Conciliated/ Settled
05-10-0152-8	10/26/2009	Familial Status,	380 - Discriminatory terms, conditions, privileges, or services and facilities, 430 - Otherwise deny or make housing available, 450 - Discriminatory acts under Section 818 (coercion, etc.),	No Cause
05-10-1317-8	6/30/2010	Race,	381 - Discrimination in terms/conditions/privileges relating to sale,	No Cause
05-10-1504-8	7/29/2010	Race, Disability,	320 - Discriminatory advertising, statements and notices, 380 - Discriminatory terms, conditions, privileges, or services and facilities,	No Cause
05-11-0391-8	12/20/2010	Disability,	492 - Failure to meet senior housing exemption criteria (62+),	Conciliated/ Settled
05-11-0325-8	12/6/2010	Familial Status,	312 - Discriminatory refusal to rent and negotiate for rental, 320 - Discriminatory advertising, statements and notices,	Administrative Closure
05-11-0327-8	12/6/2010	Familial Status,	382 - Discrimination in terms/conditions/privileges relating to rental,	Administrative Closure
05-11-0489-8	1/21/2011	Race,	310 - Discriminatory refusal to rent,	Administrative Closure
05-11-0672-8	3/1/2011	Familial Status,	312 - Discriminatory refusal to rent and negotiate for rental, 320 - Discriminatory advertising, statements and notices,	No Cause
05-11-0786-8	3/28/2011	Disability,	510 - Failure to make reasonable accommodation,	Open
05-11-1186-8	6/28/2011	Race,	380 - Discriminatory terms, conditions, privileges, or services and facilities, 430 - Otherwise deny or make housing available,	Open
05-11-1230-8	7/13/2011	National Origin,	384 - Discrimination in services and facilities relating to rental,	Conciliated/ Settled
05-11-1231-8	7/13/2011	National Origin,	382 - Discrimination in terms/conditions/privileges relating to rental, 450 - Discriminatory acts under Section 818 (coercion, etc.),	Conciliated/ Settled
05-11-1461-8	9/7/2011	Race,	380 - Discriminatory terms, conditions, privileges, or services and facilities,	Open
05-12-0427-8	1/31/2012	Disability,	353 - Discrimination in the terms/conditions for making loans,	Open



05-12-0529-8	2/28/2012	Disability,	310 - Discriminatory refusal to rent, 382 - Discrimination in terms/conditions/privileges relating to rental, 450 - Discriminatory acts under Section 818 (coercion, etc.), 510 - Failure to make reasonable accommodation,	Open
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National Trends

The US Department of Housing and Urban Development (HUD) releases annual reports on the basis of fair housing complaints nationwide. The following table highlights the frequency of housing complaints by basis from 2007 to 2010.

Housing Complaints Nationwide

Basis	FY 2007		FY 2008		FY 2009		FY 2010	
	Number of Complaints	% of Total						
Disability	4,410	43%	4,675	44%	4,458	44%	4,839	48%
Race	3,750	37%	3,669	35%	3,203	31%	3,483	34%
Familial Status	1,441	14%	1,690	16%	2,017	20%	1,560	15%
National Origin	1,299	13%	1,364	13%	1,313	13%	1,177	12%
National Origin - Hispanic or Latino	784	8%	848	8%	837	8%	722	7%
Sex	1,008	10%	1,133	11%	1,075	10%	1,139	11%
Religion	266	3%	339	3%	302	3%	287	3%
Color	173	2%	262	2%	251	2%	219	2%
Retaliation	588	6%	575	5%	654	6%	707	7%
Number of Complaints filed	10,154	-	10,552	-	10,242	-	10,155	-

Much like housing complaints in the City of Kenosha, complaints based on disability, race, familial status, and national origin were consistently the top four most common causes for complaints across the nation. Note that the total percentages for each year do not equal 100% and that the number of complaints each year does not equal the total number of complaints per basis. The reason for this is that most housing complaints reported are based on multiple factors and as such all sources of complaints are recorded.

3. Housing and Human Services Agencies

Agencies offering housing and human services within the City were contacted and interviewed in order to obtain their input and gain insight into potential impediments to fair housing in the City of Kenosha. The following agencies were engaged in roundtable discussions, individual meetings, or through surveys:

- Kenosha Branch NAACP



- Kenosha County Prevention Services Network
- Women and Children's Horizon, Inc.
- Habitat for Humanity of Kenosha
- Walkin' In My Shoes, Inc.
- Wisconsin Women's Business Initiative Corporation
- EICA Urban Outreach Center
- Urban League
- Kenosha Realtors Association
- LULAC
- Legal Action

Each of these agencies provided feedback on their perception of housing-related issues in the City of Kenosha. Complete meeting notes can be found in Part VI, Appendix E.

B. Public Sector:

Part of the Analysis of Impediments is to examine the public policies of the jurisdiction and the impact on fair housing choice. The local government controls land use and development through its comprehensive plan, zoning regulations, subdivision regulations, and other laws and ordinances passed by the local governing body. These regulations and ordinances govern the types of housing that may be constructed, the density of housing, and the various residential uses in a community. Local officials determine the community's commitment to housing goals and objectives. The local policies therefore determine if fair housing is to be promoted or passively tolerated.

This section of the Analysis of Impediments evaluates the City's policies to determine if there is a commitment to affirmatively further fair housing.

1. CDBG Program

The City of Kenosha receives CDBG funds from HUD as an entitlement city under the program. The City allocates its funds to public services, senior services, youth services, disability services, and housing activities. Of the CDBG funds for project activities, 80% directly benefit low- and moderate-income persons and all of the CDBG funds allocated to public services directly benefit low- and moderate-income persons.

The FY 2013 Annual Action Plan identifies \$844,227 in CDBG funds to provide decent, safe and affordable housing, establish and maintain a suitable living environment, and expand economic opportunities for low- and moderate-income individuals. The City of Kenosha anticipates a reduction in the annual CDBG allocation in the coming years as a result of cuts to the federal budget. The following chart outlines FY 2013 CDBG



funded activities. Activities marked in bold specifically serve to reduce barriers to affordable housing in the City.

FY 2013 CDBG Allocation

Project	Use	Amount
Kenosha Area Family & Aging Service, Inc.	Volunteer Transportation Service	\$5,000
Walkin' In My Shoes, Inc.	Survival Backpack Street Outreach Program	\$4,626
Kenosha Literacy Council, Inc.	Long Term Literacy	\$6,300
Oasis Youth Center	Site Security	\$2,800
Kenosha Achievement Center	Employment Exploration	\$8,525
Urban League of Racine and Kenosha, Inc.	Reducing Employment Barriers	\$1,600
Urban League of Racine and Kenosha, Inc.	Sickle Cell Awareness, Education, and Testing	\$1,000
Urban League of Racine and Kenosha, Inc.	Facility Improvements	\$5,865
Boys and Girls Club of Kenosha	Gang prevention and diversion	\$23,031
New Songs Ministries	Whole-person Training	\$1,400
Women & Children's Horizons	Legal Advocacy	\$17,327
ELCA Urban Outreach Center	Helping Residents Become Self-Sufficient	\$11,225
Kenosha YMCA	Frank Neighborhood Project	\$23,000
Shalom Center	Emergency Family Shelter	\$23,600
Kenosha Human Development Services	Shelter Facility Improvements	\$38,000
Women & Children's Horizons	Building Repairs	\$45,000
Club Breakaway	Facility Improvements	\$2,800
HOPE Council, Inc.	Hope House Planning Grant	\$6,010
Wisconsin Women's Business Initiative Corp.	Micro-Enterprise Development Continuum	\$92,000
City of Kenosha - Public Works	Street Improvements	\$356,273
City of Kenosha CDBG Program Administration	Program Administration	\$168,845
TOTAL		\$844,227

All activities listed above will occur in low/mod areas of the city which have been identified as high priority areas. Additionally, each activity meets the National Objectives of serving a low/mod area, low/mod people, job creation, or reducing slum/blight.

In its FY 2010-2014 Five Year Consolidated Plan, the City of Kenosha identified the following goals to prioritize funding needs during this five year period, as outlined below in the table below.



Five Year Strategies and Objectives

KENOSHA CDBG & HOME Goals for 2010-2014					
Objective	Unit of Measurement	Suggested % of CDBG Allocation	Est. Avg. Cost/Unit	Target # of Units	Estimated Allocation
GOAL # 1: Improve Kenosha's Housing (28% of funds)					
Make small repairs to existing income-eligible owner-occupied housing to address emergency-type needs	Home made safer	9%	\$5,000	100	\$500,000 (CDBG)
Bring existing owner-occupied housing into code, and accessibility compliance	Home to code or made accessible	-	\$17,500	143	\$1,000,000 (TIF)
Assist income-eligible households into homeownership	Household helped to become homeowner	14%	\$75,000 - \$150,000 (CDBG) \$180,000 (HOME) 17% second mortgage (HOME)	25	\$750,000 (CDBG) \$4,500,000 (HOME)
Develop or improve rental housing for special needs and homeless population	Unit developed and made affordable	5%	\$15,000	18	\$275,000
GOAL # 2: Strengthen Kenosha's Community Delivery Systems and Facilities (22% of funds)					
Increase programming for youth with possible emphasis on gang member reduction or prevention	Youth served	6%	\$150	1833	\$275,000
Reduce incidents of homelessness	People served	5%	\$300	1100	\$330,000
Increase or improve the quality of physical facilities available for services benefiting income-eligible households	Buildings acquired, developed, brought to code, or made accessible	11%	\$50,000	12	\$595,000
GOAL # 3: Improve Kenosha's Economic Opportunities for Lower Income Persons (10% of funds)					
Create or retain full-time permanent jobs at living wages	Jobs for income-eligible persons	5%	\$25,000	11	\$275,000
Improve rate of survival of micro-enterprises	Very small businesses served	5%	\$5,000	55	\$275,000
GOAL # 4: Increase the Viability of Selected Neighborhoods (20% of Funds) [not including activities funded from other objectives that may contribute to geographic targeting strategies such as housing, public services, or economic development]					
Initiate improvement efforts in locally-selected geographical areas	Coordinated neighborhood improvement efforts	20%	\$235,000	3	\$1,125,000
GOAL # 5: Plan and Manage the Overall CDBG Program and Carryout Comprehensive Planning Activities (20% of funds)					
Administer CDBG Program and Undertake Comprehensive Planning activities	Successful management and implementation	20%	\$235,000	n/a	\$1,100.00

2. HOME Program

The Department of Community Development and Inspections administers the HOME Program for the City of Kenosha. FY 2013 Annual Action Plan identifies \$341,065 in HOME funds. Additionally, \$280,800 in projected program income will be added to HOME funds for a combined total of



\$621,865 for the HOME Program. These funds will be used to develop new affordable housing or to provide homeownership assistance. The City of Kenosha anticipates a reduction in the annual HOME allocation in the coming years as a result of cuts to the federal budget. The following chart outlines FY 2013 HOME funded activities.

FY 2013 HOME Allocation

Activity	HOME Funds	Match Funding (25%)
Administration	\$34,106	-
Eligible Housing Activities	\$255,712	\$63,928
CHDO Set-Aside	\$51,247	\$12,812
Total HOME Funding	\$341,065	\$76,740
Estimated Program Income	\$280,800.00	-
Estimated Program Administration (10%)	\$28,080	-
Total Est. HOME Program Income Funding	\$252,720	-

3. ESG Funds

The City of Kenosha does not receive an allocation of Emergency Solutions Grant (ESG) Funds to assist the homeless or to support homeless prevention activities.

4. Other Funds

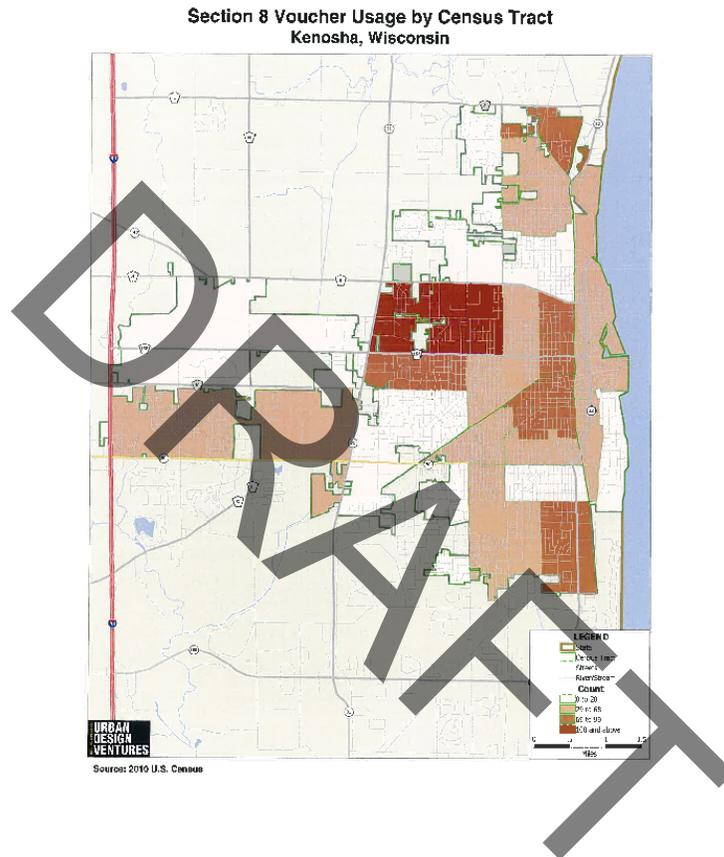
In addition to the CDBG, and HOME funds, the Community Development and Inspections Department expects to receive approximately \$1,300,000 in other federal, state, and local funds to provide decent, safe and affordable housing, establish and maintain a suitable living environment, and expand economic opportunities for low- and moderate-income individuals in the City of Kenosha.

5. Public Housing, HUD Assisted Housing, and Low Income Housing Tax Credits

The City of Kenosha has a variety of affordable housing options, including the Federal Section 8 Tenant Program administered by the Kenosha Housing Authority, Low-Income Housing Tax Credits, and Section 202 and Section 811 Assisted Housing developments. Full-sized maps in Part VII, Appendix B illustrate the distribution of Low Income Housing Tax Credit (LIHTC) developments, other HUD assisted housing developments, and



Section 8 Housing Choice Voucher usage across the City. These affordable housing developments and Section 8 Vouchers are located across the City in areas of varying income, demographics, and housing tenure. The maps in Appendix B illustrate the locations of HUD assisted housing, Low-Income Housing Tax Credit developments, and Section 8 Vouchers as compared to income, race, and housing tenure.





Section 8 Housing Choice Voucher Homeownership Program (12 families). As of September 2012, 3,602 applicants were on the Section 8 Voucher waiting list and 1,546 applicants were on the WHEDA waiting list. Currently both waiting lists are closed. The chart below outlines demographics of the waiting lists.

Section 8 Housing Choice Voucher Waiting Lists

SECTION 8		
	TOTAL	PERCENT
Applicants	3,602	-
Families with Children	2,398	66.6%
Elderly Families	160	4.4%
Families with Disabilities	616	17.1%
One Bedroom	19	-
Two Bedroom	19	-
Three Bedroom	8	-
Four Bedroom	2	-
Five Bedroom	0	-
Unidentified	0	-
Extremely Low Income	2,642	73.4%
Very Low Income	6	0.2%
Low Income	0	0.0%
White	1,384	38.4%
Black/African American	1,804	50.1%
American Indian/Alaska Native	22	0.6%
Asian	11	0.3%
Hawaiian/Pacific Islander	6	0.2%
Hispanic	161	335.4%
Non-Hispanic	8	16.7%
WHEDA		
	TOTAL	PERCENT
Applicants	1,546	-
Families with Children	1,000	64.7%
Elderly Families	33	2.1%
Families with Disabilities	319	20.6%
One Bedroom	486	31.5%
Two Bedroom	692	44.8%
Three Bedroom	317	20.5%
Four Bedroom	49	3.2%
Five Bedroom	0	0.0%



Unidentified	0	0.0%
Extremely Low Income	1,439	93.2%
Very Low Income	76	4.9%
Low Income	2	0.1%
White	389	25.2%
Black/African American	811	52.5%
American Indian/Alaska Native	81	5.2%
Asian	5	0.3%
Hawaiian/Pacific Islander	1	0.1%
Hispanic	161	10.4%
Non-Hispanic	8	0.5%

Part II, Section K includes additional maps highlighting the locations of HUD assisted housing units and the Block Groups where Section 8 Vouchers are most commonly used. Based on these maps, there is a need to promote the deconcentration of housing in areas of high minority and low/mod populations.

Section 8 Voucher Usage, along with HUD Assisted Housing, and Low-Income Housing Tax Credit developments are overall spread throughout the City.

The table below displays data on multi-family and Section 8 assisted housing facilities in the City of Kenosha. Forty percent (38.8%) of the assisted units have contracts set to expire by 2013.

Multi-family and Section 8 Project Based Assisted Housing Facilities

Multi-family assisted units with active contracts status	1,089
Percentage of Multi-family assisted units with contracts expiring in 2004	20.6%
Percentage of Multi-family assisted units with contracts expiring in 2005	0.0%
Percentage of Multi-family assisted units with contracts expiring in 2006	8.2%
Percentage of Multi-family assisted units with contracts expiring in 2007	0.7%
Percentage of Multi-family assisted units with contracts expiring in 2008	0.0%
Percentage of Multi-family assisted units with contracts expiring in 2009-2013	38.8%
Percentage of Multi-family assisted units with contracts expiring in 2014 or later	32.1%

Source: www.dataplace.org

As part of this analysis, the City of Kenosha reviewed several of the Kenosha Housing Authority’s documents and policies to ensure



compliance with the Fair Housing Act, as amended, and the Americans with Disabilities Act. Specifically, the City reviewed the Housing Authority’s Administrative Plan dated October 15 2008 and the HUD Five Year and Annual Plan starting January 2012. The Housing Authority is in compliance and its efforts affirmatively further fair housing.

Low Income Housing Tax Credit –

The Low Income Housing Tax Credit (LIHTC) Program was created under the Tax Reform Act of 1986 and is intended to attract private investment to develop affordable rental housing for low- and moderate-income households. This program provides a dollar-for-dollar tax credit to reduce the developer’s Federal income tax.

The City of Kenosha is supportive of the use of Low Income Housing Tax Credit (LIHTC) projects to provide housing that is affordable to low income households. There are eleven (11) LIHTC projects with 525 LIHTC units in the City of Kenosha.

The chart below illustrates which LIHTC projects in the City of Kenosha:

City of Kenosha LIHTC Projects

HUD ID Number:	Project Name:	Project Address:	Project City:	Project State:	Project ZIP Code:	Total Number of Units:	Total Low-Income Units:
WIA1989030	2318 54th Street	2318 54th Street	Kenosha	WI	53140	1	1
WIA1990075	Civic Center II	53rd Street and 19th Ave	Kenosha	WI	53140	151	31
WIA1991235	Winn	2915 63rd Street	Kenosha	WI	53143	3	3
WIA1992295	Windsong Village Apartments	7101 104th Avenue	Kenosha	WI	53142	120	75
WIA1993135	Meadowood Apartments	1387 30th Avenue	Kenosha	WI	53144	56	56
WIA1994100	Meadowood Apartments II	1387 30th Avenue	Kenosha	WI	53144	40	40
WIA1995140	Meadowood III	1403 30th Avenue	Kenosha	WI	53144	40	40
WIA1996065	Glenwood Crossing Apartments	1920 27th Avenue	Kenosha	WI	53140	60	60
WIA2001130	Tanglewood Senior Apartments	3020 87th Place	Kenosha	WI	53142	100	100



WIA2004045	Kenosha Commons	5502 60th Street	Kenosha	WI	53144	48	48
WIA2004100	Northpoint Crossing Apartments	1654 Birch Road	Kenosha	WI	53140	72	71

Source: www.lihtc.huduser.org

HUD Assisted Housing –

HUD funds the Section 202 and Section 811 Supportive Housing programs to encourage and support the development of assisted housing in cities across the Country. The Section 202 Supportive Housing for the Elderly Program provides financial support for the construction, rehabilitation, or acquisition of supportive housing for the elderly. There are no HUD Section 202 Supportive Housing for the Elderly developments in the City. Similarly, the Section 811 Supportive Housing for the Disabled provides financial assistance for nonprofit organizations seeking to develop affordable, supportive housing for low-income adults with disabilities. There are no HUD Section 811 Supportive Housing for the Disabled developments in the City.

6. Planning, Zoning, and Building Codes

City of Kenosha Planning

The City’s Zoning Ordinance was reviewed for conformity to the Fair Housing Act, as amended. The following are suggestions that the City staff should consider:

- Under Section 1.0 INTRODUCTION, § 1.04 Intent, it is recommended that the City add another item:
 - x. Affirmatively further fair housing in the City of Kenosha by: abiding by the provisions of the Fair Housing Act of 1968, as amended; promoting fair housing choice for all residents in the City; assuring the rights of all individuals that are identified as members of a “protected class” by the Federal Government; and prevent discrimination in housing based on a person’s race, color, national origin, religion, sex, familial status and handicap.*
- The City’s Zoning Ordinance appears to have some discriminatory language or requirements that should be revised in order to bring it into compliance with the Fair Housing Act, as amended. Additionally, several definitions should be reviewed by the staff, and consideration should be given to revising them through a text amendment:



Family: In the current definition, the number of occupants unrelated by blood, marriage, or adoption is four (4) or less.

Based on recent Fair Housing Law Suits, this definition has been broadened to include 6 or less persons who are handicapped. This would permit a group of six (6) or less, disabled persons to live together as a single family, who do not require supervised care or 24 hour over sight.

The definition of handicapped is taken from the Federal language found in the Fair Housing Act Amendments of 1988 and is appropriate. The words handicapped and disabled are interchangeable and mean the same.

There is a definition included in the document for community living arrangements that states it is the same as §62.237 (i) of the Wisconsin Statutes. The reference should be §62.23 (7) (i), however the definition is found in §50.01 (1g). This should be stricken from the City's Zoning Ordinance since the Wisconsin State Statute has been found to be in violation of the Fair Housing Amendments Act of 1988 by a Federal Court decision in 1998 in a Wisconsin Law Case.

The courts have determined if a community living arrangement has a capacity of eight (8) or fewer persons, and is licensed, operated, or permitted under the authority of the Wisconsin DHS or DCF, the facility is entitled to locate in any residential zone without special permission. If the community living arrangement has a capacity of nine (9) to fifteen (15) persons, the facility is entitled to locate in any residential area, except areas zoned exclusively for single-family or two-family residences, but is entitled to apply for special zoning permission to locate in those zones. Facilities with a capacity of sixteen (16) or more persons may apply for special zoning permission to locate in areas zoned for residential use, and a municipality may grant the special zoning permission at its discretion. The term "special zoning permission" is defined in the statutes as including special exceptions, special permits, conditional uses, zoning variances, conditional permits, and words of similar intent.

- Under Section 4.0, Conditional Use Permits and Development Standards Review, there is a requirement under Table 4.01, Group 1, Residential Conditional Uses: Community living arrangements with a capacity of eight (8) persons in the Rs-1, Rs-2, Rs-3, Rd and Rg-1 Districts have to go before Common Council for a conditional use approval. This is in violation of the Wisconsin State Statutes that



entitles CLA's of eight (8) or less to locate in any residential zone without special permission.

- Under the RM-1 and RM-2 Multiple-Family Residential Districts, elderly housing is not permitted as a "right", even though CLA's for fifteen, or less persons is a permitted use. Elderly housing of up to eight (8) units or less is only permitted in the RM-3 Elderly and Handicapped Housing District. This appears exclusionary, since the title of the district has the word "Elderly" in it, but only buildings containing eight (8) units or less are permitted. The City should recognize that the "elderly" are another "protected class", and as such should be treated equally to all others.

City of Kenosha Building Codes



The City of Kenosha has adopted the State of Wisconsin's Building Code, which is the *International Building Code* (IBC), 2009 edition. The International Building Code (new construction) and the International Existing Building Code (renovation/rehabilitation) are model codes and are in compliance with the Federal laws and regulations governing fair housing, accessibility, etc. Kenosha has adopted as its Accessibility Code, the ADA Standards of the Wisconsin Commercial Building Code, Chapter 62.

Building inspections are administered by the joint City Inspections Department. The Building Codes are enforced through plan review and inspections. Interviews with the Inspections staff indicated that developers and contractors are abiding by the State and Federal accessibility regulations and there does not appear to be any blatant violations.

Accessibility Regulations

HUD encourages its grantees to incorporate "visitability" principles into their designs. Housing that is "visitable" includes the most basic level of accessibility that enables persons with disabilities to visit the home of a friend, family member, or neighbor. "Visitable" homes have at least one accessible means of egress/ingress for each unit, and all interior and bathroom doorways have at least a 32-inch clear opening. As a minimum, HUD grantees are required to abide by all Federal laws governing accessibility for disabled persons. The City of Kenosha appears to be in full compliance with the HUD "visitability" standards.



Federal laws governing accessibility requirements include Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act.

Section 504 of the Rehabilitation Act (24 CFR Part 8); known as “Section 504” prohibits discrimination against persons with disabilities in any program receiving Federal funds. Specifically, Section 504 concerns the design and construction of housing to ensure that a portion of all housing developed with Federal funds is accessible to those with mobility, visual, and hearing impairments.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225) (ADA) prohibits discrimination against persons with disabilities in all programs and activities sponsored by state and local governments. Specifically, ADA gives HUD jurisdiction over housing discrimination against persons with disabilities.

The Fair Housing Act prohibits discrimination in the sale or rental of housing. It also requires that landlords must make reasonable modifications dwellings and common use areas to accommodate persons who have a disability. For all new residential buildings of four or more units built after March 13, 1991: public and common areas must be accessible to persons with disabilities; doors and hallways must be wide enough for wheelchairs; all housing units must have accessible routes into and through the unit; there must be accessible light switches, outlets, thermostats; bathroom walls must be reinforced to allow for the installation of grab bars; and kitchens and baths must be accessible so they can be used by persons in wheelchairs.

7. Taxes

Real estate property taxes also impact housing affordability. This may not be an impediment to fair housing choice, but it does impact the affordability of housing.

The City’s tax assessments are set by the City and property values are reassessed every two years as well as tax rates. The following are the 2012 property tax rates (per \$100 of assessed value) for residents of the City of Kenosha:

	Unified	Bristol	Paris
Tax Rate	25.76	24.92	26.13
Lottery Credit	99.14	90.34	104.32
1st Dollar Credit	74.91	68.25	78.81



The Unified Tax Rate is a combination of City, County, School, State, and Gateway taxes. The Bristol and Paris Tax Rates are specific to small regions of the City of Kenosha and represent a very small percentage of residents.

The median value of the taxable residential properties within the City of Kenosha is \$163,300 (Source: 2006-2010 American Community Survey). Properties are taxed based on 100% of their assessed value. For 2012 the property tax for the average residence would be \$4,206.61.

8. Strategic Plan

A Comprehensive Plan for the City of Kenosha: 2035 was adopted by the Common Council on April 19, 2010, Ordinance No. 28-10. The City's comprehensive plan addresses the fourteen (14) planning goals set forth in Section 16.965(4)(b) of the Wisconsin Statutes. The planning goals are:

1. Promotion of the redevelopment of lands with existing infrastructure and public services and the maintenance and rehabilitation of existing residential, commercial, and industrial structures.
2. Encouragement of neighborhood designs that support a range of transportation choices.
3. Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces, and groundwater resources.
4. Protection of economically productive areas, including farmland and forests.
5. Encouragement of land uses, densities, and regulations that promote efficient development patterns and relatively low municipal, state government, and utility costs.
6. Preservation of cultural, historic, and archaeological sites.
7. Encouragement of coordination and cooperation among nearby units of government.
8. Building of community identity by revitalizing main streets and enforcing design standards.
9. Providing an adequate supply of affordable housing for individuals of all income levels throughout the City.
10. Providing adequate infrastructure and public services and an adequate supply of developable land to meet existing and future market demand for residential, commercial, and industrial uses.



11. Promoting the expansion or stabilization of the current economic base and the creation of a range of employment opportunities at the state, regional, and local level.

12. Balancing individual property rights with community interests and goals.

13. Planning and development of land uses that create or preserve varied and unique urban and rural communities.

14. Providing an integrated, efficient, and economical transportation system that affords mobility, convenience, and safety and that meets the needs of all citizens, including transit-dependent and disabled citizens.

The multi-jurisdictional plan documented in this report, as well as each local comprehensive plan resulting from the multi-jurisdictional planning process, contains the nine (9) elements required by Section 66.1001(2) of the Statutes. The Housing Element is one (1) of the nine (9) elements of a comprehensive plan required by Section 66.1001 of the Wisconsin Statutes. Section 66.1001(2)(b) of the Statutes requires the housing element to assess the age, structural condition, value, and occupancy characteristics of the existing housing stock in the City of Kenosha. In addition, specific policies and programs must be identified that:

- Promote the development of housing for residents of the City of Kenosha and provide a range of housing choices that meet the needs of persons of all income levels and age groups and persons with special needs;
- Promote the availability of land for the development or redevelopment of affordable housing;
- Maintain or rehabilitate existing housing stock.
- In addition, the following comprehensive planning goals related to the housing element are set forth in Section 16.965 of the Statutes and must be addressed as part of the planning process:
 - Promotion of the redevelopment of lands with existing infrastructure and public services and the maintenance and rehabilitation of existing residential, commercial, and industrial structures;
 - Encouragement of land uses, densities and regulations that promote efficient development patterns and relatively low municipal, state government, and utility costs;
 - Providing an adequate supply of affordable housing for individuals of all income levels throughout each community;
 - Providing adequate infrastructure and public services and an adequate supply of developable land to meet existing and future market demand for residential, commercial, and industrial uses.

C. Private Sector:

The private sector has traditionally been the greatest impediment to fair housing choice in regard to discrimination in the sale, rental or advertising of dwellings, the provision of brokerage services, or in the availability of financing for real estate purchases. The Fair Housing Act prohibits such practices as the failure to give the same terms, privileges, or information; charging different fees; steering prospective buyers or renters toward a certain area or neighborhood; or using advertising that discourages prospective buyers or renters because of race, color, religion, sex, handicap, familial status or national origin.

1. Real Estate Practices

The Kenosha Realtors Association, a member of the National Association of Realtors, is the local organization of real estate brokers operating in the City of Kenosha. The Kenosha Association of Realtors has an open membership policy and does not discriminate. Members are bound by the Code of Ethics of the National Association of Realtors (NAR). This Code of Ethics is available on the Kenosha Association of Realtors website (<http://www.krainc.com/Default.asp?t=2>) and it obligates its members to maintain professional standards including efforts to affirmatively furthering fair housing.

The Kenosha Realtors Association offers continuing education courses on a variety of topics including fair housing, ethics, and professional standards to ensure that its members are up to date on policies, practices, and procedures. The current President and future President of the Kenosha Realtors Association were interviewed for their input of fair housing issues in the City of Kenosha. Complete meeting notes can be found in Part VI, Appendix E.

2. Newspaper/Magazine Advertising

Under Federal Law, no advertising with respect to the sale or rental of a dwelling unit may indicate any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin. Under the Fair Housing Act Amendments, descriptions are listed in regard to the use of words, photographs, symbols or other approaches that are considered discriminatory.

Real estate advertisements were reviewed for several real estate publications, including *The Kenosha News*, *Homes Plus*, *Your Smart Reader*, *Information Please 2012*, *Bargain Hunter*, and *The Wisconsin Gazette*. About half of the advertisements displayed the Fair Housing logo but not consistently throughout the advertisements.





Additionally, the Fair Housing compliance statement was not clearly and consistently stated in all publications. None of the advertisements contained language that prohibited occupancy by any group.

3. Private Financing

The Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (F.I.R.R.E.A.) requires any commercial institution that makes five (5) or more home mortgage loans, to report all home loan activity to the Federal Reserve Bank under the Home Mortgage Disclosure Act (HMDA). The annual HMDA data can be found online at <http://www.ffiec.gov/hmda/> and is included in Part VI, Appendix B of this Analysis of Impediments. The available data indicates discriminatory lending patterns related to the denial rates faced by minority applicants. The following tables provide an analysis of the HMDA data for Kenosha County and the Lake County-Kenosha County, IL-WI Metropolitan Division (MD). Data for Kenosha County is highlighted wherever possible. Specific data for the City of Kenosha is not reported in the HMDA data.

The table below compares the origination of loans for Kenosha County and the Lake County-Kenosha County, IL-WI MD. Lending in Kenosha County comprised a little over seventeen percent (17.9%) of loans originated in the metro area in 2011.

HMDA Data Analysis for 2011

	Home Purchase Loans Originated							
	FHA, FSA/RHS & VA		Conventional		Refinancing		Home Improvement Loans	
	#	\$000's	#	\$000's	#	\$000's	#	\$000's
Kenosha County	461	65,498	643	96,291	3,508	540,634	169	10,531
Metro District	1,948	313,095	3,791	1,023,211	20,309	4,982,808	645	81,010
% of Lending Specific to Kenosha	23.7%	20.9%	17.0%	9.4%	17.3%	10.8%	26.2%	13.0%

The table below shows the conventional loan applications in Kenosha. Almost two thirds (65.0%) of the loan applications in the County were originated, which means a borrower applied for a new loan and a lender processed that application.



Disposition of Loan Applications

	Kenosha Applications	% of Kenosha Applications	% of Total MSA Applications
Loans Originated	4781	65.0%	17.9%
Approved, Not Accepted	268	3.6%	14.4%
Applications Denied	1360	18.5%	18.5%
Applications Withdrawn	649	8.8%	20.1%
File Closed for Incompleteness	302	4.1%	17.2%

The following table outlines the disposition of conventional loans in the Lake County-Kenosha County, IL-WI MD by income level. Loan applications from very low-income households (less than 50% of median income) have the highest denial rates. Upper-income households have the highest origination rates and number of applications.

Disposition of Conventional Loans by Income Level

Income Level	Applications Received		Loans Originated		Applications Approved, Not Accepted		Applications Denied		Applications Withdrawn or Closed for Incompleteness	
	Count	% of Total	Count	% of Income Level Applications	Count	% of Income Level Originations	Count	% of Income Level Originations	Count	% of Income Level Originations
Less than 50% of MSA Median	713	13.6%	423	59.3%	34	4.8%	170	23.8%	56	7.9%
50-79% of MSA Median	866	16.6%	608	70.2%	40	4.6%	120	13.9%	72	8.3%
80-99% of MSA Median	496	9.5%	361	72.8%	23	4.6%	60	12.1%	40	8.1%
100-119% of MSA Median	457	8.7%	344	75.3%	22	4.8%	48	10.5%	35	7.7%
120% or More of MSA Median	2598	49.7%	1995	76.8%	141	5.4%	222	8.5%	183	7.0%
Income not Available	99	1.9%	60	60.6%	1	1.0%	22	22.2%	9	9.1%
Total	5229	-	3791	-	261	-	642	-	395	-

The tables below show the dispositions of conventional loans disaggregated by minority status and income level for the Lake County-Kenosha County, IL-WI MD. The number of applications for conventional loans submitted by White, Non-Hispanic applicants significantly outnumbers Minority applicants in each income level analyzed. In each income category, the percentage of loans originated by White, Non-



Hispanic households exceeds the percentage of loans originated by Minority households, based on the number of applicants in each minority status category.

**Conventional Loan Disposition Rates by Minority Status,
Less than 50% of MSA Median Income**

Minority Status	Applications Received	% of Total Applications	Loans Originated	% of Applications Received by Minority Status	Applications Approved but Not Accepted	% of Loans Originated by Minority Status	Applications Denied	% of Loans Originated by Minority Status	Applications Withdrawn	% of Loans Originated by Minority Status	Applications Closed for Incompleteness	% of Loans Originated by Minority Status
White, Non-Hispanic	463	64.9%	290	62.6%	19	4.1%	103	22.2%	35	7.6%	16	3.5%
Minority, Including Hispanic	250	35.1%	133	53.2%	15	6.0%	67	26.8%	21	8.4%	14	5.6%

The number of White, Non-Hispanic very low-income applicants outnumbers the number of minority applicants. Minority applicants have a lower origination rate and a slightly higher denial rate than white applicants.

**Conventional Loan Disposition Rates by Minority Status,
50-79% of MSA Median Income**

Minority Status	Applications Received	% of Total Applications	Loans Originated	% of Applications Received by Minority Status	Applications Approved but Not Accepted	% of Loans Originated by Minority Status	Applications Denied	% of Loans Originated by Minority Status	Applications Withdrawn	% of Loans Originated by Minority Status	Applications Closed for Incompleteness	% of Loans Originated by Minority Status
White, Non-Hispanic	636	73.4%	472	74.2%	31	4.9%	71	11.2%	46	7.2%	16	2.5%
Minority, Including Hispanic	230	26.6%	136	59.1%	9	3.9%	49	21.3%	26	11.3%	10	4.3%

The number of White, Non-Hispanic low-income applicants outnumbers the number of minority applicants. Minorities have a lower loan origination rate and the denial rates are higher than white applicants.



**Conventional Loan Disposition Rates by Minority Status,
80-99% of MSA Median Income**

Minority Status	Applications Received	% of Total Applications	Loans Originated	% of Applications Received by Minority Status	Applications Approved but Not Accepted	% of Loans Originated by Minority Status	Applications Denied	% of Loans Originated by Minority Status	Applications Withdrawn	% of Loans Originated by Minority Status	Applications Closed for Incompleteness	% of Loans Originated by Minority Status
White, Non-Hispanic	353	71.2%	263	74.5%	14	4.0%	40	11.3%	28	7.9%	8	2.3%
Minority, Including Hispanic	143	28.8%	98	68.5%	9	6.3%	20	14.0%	12	8.4%	4	2.8%

The number of White, Non-Hispanic middle-income applicants outnumbers the number of minority applicants. Compared to white applicants, minority applicants have a lower origination rate and a slightly higher denial rate.

**Conventional Loan Disposition Rates by Minority Status,
100-119% of MSA Median Income**

Minority Status	Applications Received	% of Total Applications	Loans Originated	% of Applications Received by Minority Status	Applications Approved but Not Accepted	% of Loans Originated by Minority Status	Applications Denied	% of Loans Originated by Minority Status	Applications Withdrawn	% of Loans Originated by Minority Status	Applications Closed for Incompleteness	% of Loans Originated by Minority Status
White, Non-Hispanic	323	70.7%	247	76.5%	18	5.6%	30	9.3%	23	7.1%	5	1.5%
Minority, Including Hispanic	134	29.3%	97	72.4%	4	3.0%	18	13.4%	12	9.0%	3	2.2%

The number of White, Non-Hispanic upper-income applicants outnumbers the number of minority applicants. Compared to white applicants, minority applicants have a slightly lower origination rate and a higher denial rate.



**Conventional Loan Disposition Rates by Minority Status,
120% or More of MSA Median Income**

Minority Status	Applications Received	% of Total Applications	Loans Originated	% of Applications Received by Minority Status	Applications Approved but Not Accepted	% of Loans Originated by Minority Status	Applications Denied	% of Loans Originated by Minority Status	Applications Withdrawn	% of Loans Originated by Minority Status	Applications Closed for Incompleteness	% of Loans Originated by Minority Status
White, Non-Hispanic	1917	73.8%	1509	78.7%	95	5.0%	139	7.3%	133	6.9%	41	2.1%
Minority, Including Hispanic	681	26.2%	486	71.4%	46	6.8%	83	12.2%	50	7.3%	16	2.3%

The number of White, Non-Hispanic high-income applicants significantly outnumbers the number of minority applicants. Minority applicants in this income category experience a relatively high origination rate (above average) and a slightly higher denial rate.

The table below offers a closer look at the denial rates of conventional loans by denial reason and income level. For low-, middle-, upper middle-, upper-, and high-income applicants, the most common denial reasons include debt-to-income ratio, credit history, and collateral. The most common denial reasons for upper- and high-income applicants include collateral and credit application incomplete. Overall, the most common reason for denial is debt to income ratio. Credit history is the second most common reason for the denial of conventional loans in the Lake County-Kenosha County, IL-WI MD.

Conventional Loan Denial Rates by Denial Reason and Income Level

	Less than 50% Low		50-79% Middle		80-99% Upper-Middle		100-119% Upper		120% or More High		Income Not Available		Total Denials	
	Count	% of Income Level	Count	% of Income Level	Count	% of Income Level	Count	% of Income Level	Count	% of Income Level	Count	% of Income Level	Count	% of Total
Debt to Income Ratio	66	31.73%	35	25.36%	18	27.27%	14	23.73%	36	15.38%	13	41.94%	182	24.73%
Employment History	7	3.37%	2	1.45%	2	3.03%	1	1.69%	5	2.14%	0	0.00%	17	2.31%
Credit History	52	25.00%	30	21.74%	11	16.67%	5	8.47%	17	7.26%	5	16.13%	120	16.30%
Collateral	24	11.54%	22	15.94%	12	18.18%	14	23.73%	62	26.50%	2	6.45%	136	18.48%
Insufficient Cash	11	5.29%	10	7.25%	3	4.55%	3	5.08%	10	4.27%	2	6.45%	39	5.30%
Unverifiable Information	8	3.85%	7	5.07%	5	7.58%	3	5.08%	19	8.12%	1	3.23%	43	5.84%
Credit Application Incomplete	18	8.65%	15	10.87%	7	10.61%	9	15.25%	50	21.37%	4	12.90%	103	13.99%



Mortgage Insurance Denied	3	1.44%	3	2.17%	1	1.52%	2	3.39%	3	1.28%	0	0.00%	12	1.63%
Other	19	9.13%	14	10.14%	7	10.61%	8	13.56%	32	13.68%	4	12.90%	84	11.41%
Total Denials/ % of Total	208	100%	138	100%	66	100%	59	100%	234	100%	31	100%	736	100%

In summary, the HMDA Data indicates that low income households have a higher rate of denial than higher income households do. Overall, in Kenosha County, the origination rate of loans is 65%. In the Lake County-Kenosha County, IL-WI MD, the number of white applicants exceeds the number of minority applicants, and the origination and denial rates by race vary by income. The most common reasons for denial are credit history and the debt-to-income ratio.

An additional analysis of loans granted by race in the City of Kenosha, Kenosha County, Wisconsin, and across the country is beneficial to further illustrate the financial trends in the City of Kenosha. The following tables present data gathered from www.dataplace.org. The table below presents loans for the purchase of single-family homes by race and ethnicity. The City of Kenosha has a high proportion of home loans made to minority households relative to the state and the country.

Home Purchase Loans by Race and Ethnicity

Loans by Race	City of Kenosha	Kenosha County	Wisconsin	United States
Percentage of owner-occupied home purchase loans to Whites (2007)	77.8%	82.8%	89.6%	72.7%
Percentage of owner-occupied home purchase loans to Blacks (2007)	4.5%	3.6%	2.8%	7.9%
Percentage of owner-occupied home purchase loans to Asian/Pacific Islanders (2007)	1.2%	1.7%	1.7%	5.2%
Percentage of owner-occupied home purchase loans to Native Americans (2007)	0.0%	0.1%	0.2%	0.3%
Percentage of owner-occupied home purchase loans to Hispanics (2007)	11.4%	7.2%	3.3%	10.8%



Percentage of owner-occupied home purchase loans to mixed race pairs (2007)	5.1%	4.4%	2.3%	2.9%
Percentage of owner-occupied home purchase loans to minorities (2007)	22.2%	17.2%	10.4%	27.3%
Percentage of owner-occupied home purchase loans made to multiracial applicants (2007)	0.0%	0.1%	0.1%	0.2%

Source: www.dataplace.org

The table below highlights home loans made in the City of Kenosha, Kenosha County, Wisconsin, and the United States. The median borrower income in the City of Kenosha is lower than the median income of the county and the state. The City of Kenosha and Wisconsin both have higher percentages of loans made to very low- and low-income households than the national rate.

Home Purchase Loans by Income

Income (2007)	City of Kenosha	Kenosha County	Wisconsin	United States
Median borrower income for owner-occupied purchase 1 to 4 family	\$59,500	\$68,000	\$63,000	\$72,000
Median income of purchase borrowers (1-4 families) /median owner income	0.89	0.95	0.96	1.13
Percentage of owner-occupied home purchase loans to very low-income borrowers	6.5%	5.1%	8.7%	5.7%
Percentage of owner-occupied home purchase loans to low-income borrowers	34.0%	24.2%	25.4%	19.2%
Percentage of owner-occupied home purchase loans to middle-income borrowers	35.9%	31.5%	29.5%	25.8%
Percentage of owner-occupied home purchase loans to high-income borrowers	23.6%	39.2%	36.3%	49.3%

Source: www.dataplace.org



The table below considers the percentage of conventional and refinancing mortgages made by subprime lenders. The prevalence of these loans in the City of Kenosha in 2005 (the most recent data available) is higher than the rates for the county, state, and nation.

Loans from Subprime Lenders by Purpose and Loan Type

Type	City of Kenosha	Kenosha County	Wisconsin	United States
Percentage of conventional home purchase mortgage loans by subprime lenders (2005)	19.5%	14.9%	10.0%	17.7%
Percentage of conventional refinancing mortgage loans by subprime lenders (2005)	23.6%	20.1%	15.5%	20.4%

Source: www.dataplace.org

There appears to be a disproportionate percentage of denials of loans originated from minorities, as compared to whites. Further in-depth study of the HMDA data is needed to determine if there are any patterns of discrimination in local lending practices in Kenosha County. This is beyond the scope of this analysis of impediments.



D. Citizen Participation:

An advertisement announcing the public review period was published in the *Kenosha News* on October 15, 2012. All public comments received will be incorporated into the final document.

In order to obtain community input on the impediments to fair housing in the City of Kenosha, the City posted a fair housing survey on its website, www.kenosha.org/index.html. Additionally, an article was run by the *Kenosha News* on April 25, 2012 announcing the survey for residents of the City.

The City received thirty eight (38) completed electronic surveys, out of 73 surveys started, as of September, 2012. Respondents were asked to consider a list of categories and to identify which were protected classes. The table below shows the percentage of survey participants who identified each category as a protected class. Most survey participants (78.6%) identified disability as a protected class. The second most commonly identified protected class was race (76.2%), followed by color (69.0% each).

Citizen Identification of Protected Classes

Category	Percent Selecting Category as Protected Class
Age	57.1%
Color	69.0%
Disability	78.6%
Ethnicity	50.0%
Family Status	42.9%
Gender/Sex	59.5%
Handicap	57.1%
Income	38.1%
National Origin	52.4%
Race	76.2%
Religion	57.1%
Sexual Orientation	40.5%

The survey participants were asked to identify the greatest barriers to fair housing in the City. Respondents strongly agreed that the lack of affordable housing in certain areas (39.5%) was the largest barrier to fair housing in the City of Kenosha. Respondents agreed that the lack of fair housing education (31.6%) and the lack of fair housing organizations in Kenosha (28.9%) were the largest barriers to fair housing in the City. Combined (strongly agree and agree), 68.4% of respondents identified the lack of affordable housing in certain areas as the



largest barrier to fair housing in the City of Kenosha. The table below highlights all of the barriers identified by residents to fair housing.

Barriers to Fair Housing

Answer Options	Strongly Agree	Agree	Neutral or Unsure	Disagree	Strongly Disagree
Concentration of subsidized housing in certain neighborhoods	8	12	13	2	2
Lack of affordable housing in certain areas	15	11	5	6	1
Lack of accessible housing for persons with disabilities	10	9	12	5	1
Lack of accessibility in neighborhoods (i.e. curb cuts)	6	8	14	7	3
Lack of fair housing education	9	12	9	5	3
Lack of fair housing organizations in the City	7	11	10	5	5
State or Local laws and policies that limit housing choice	9	8	12	6	3
Lack of knowledge among residents regarding fair housing	13	8	9	4	3
Lack of knowledge among landlords and property managers regarding fair housing	9	9	13	4	3
Lack of knowledge among real estate agents regarding fair housing	4	7	17	5	3
Lack of knowledge among bankers/lenders regarding fair housing	4	6	20	5	2
Other	4	2	17	2	1

The majority (85.7%) of all respondents could not (64.3%) or was unsure (21.4%) of how to report fair housing violations or concerns. Of those responders that identified an agency or organization to contact the following were the top three identified: the Kenosha Housing Authority (17%), the City of Kenosha (10%), and Alderman (7%).

Over three quarters (78.6%) of all respondents believe that some fair housing violations or concerns are not reported. The reasons for non-reporting vary



between two main categories: a lack of knowledge concerning fair housing rights or how to report a problem (42.3%) and fear of retaliation (34.6%).

Many residents felt that the City should do more to proactively educate the residents on fair housing issues. Over a third of residents (35.9%) identified predatory lending as a problem in the City. These respondents identified check cashing services and subsequent high interest rates associated with these services (44.4%) as the most common form of predatory lending in the City. Additionally, the lack of knowledge over fair housing issues and the lack of affordable housing options were the most common issues identified by residents for the City to address fair housing problems.

DRAFT



V. Actions and Recommendations

The following impediments to fair housing choice and recommendations are presented to assist the City of Kenosha to affirmatively further fair housing in the community. The previously identified impediments to fair housing choice were discussed in Section III and progress was reported for each impediment. New and carried over impediments to Fair Housing Choice are presented in chart format on the pages that follow.

Several of the previously identified impediments are still present in the City of Kenosha, despite the City's best efforts. Below is a list of impediments that are presented as part of Kenosha's 2012 Analysis of Impediments to Fair Housing Choice.

- **Impediment 1: LACK OF AFFORDABLE RENTAL HOUSING UNITS** – The cost of rent for apartments has increased to the point that more than half of all households with incomes less than 50% of the median income are cost overburdened.

Goal: Promote and encourage the development of affordable rental housing units especially for households whose income is less than 50% of the median income.

The strategies to meet this goal include:

- **1-A:** Support low-income housing and development plans that provide affordable housing options outside of areas of low/mod concentration.
- **1-B:** Provide assistance to households that are cost overburdened, particularly those households below 50% of the median family income.

- **Impediment 2: LACK OF AFFORDABLE HOUSING UNITS FOR SALE** – The cost to purchase a single family home has increased significantly outside areas of low/mod income concentration, limiting the choice of housing for lower income households.

Goal: Promote and encourage the development of for-sale single family houses for low-income households.

The strategies to meet this goal include:

- **2-A:** Support low-income housing and development plans that provide affordable housing options outside of areas of low/mod concentration.



- **2-B:** Support down-payment assistance and financing to assist low-income homebuyers to purchase housing outside areas of low/mod concentration.
 - **2-C:** Support rehabilitation of existing housing stock to increase the supply of decent, safe, sound, and sanitary housing that is affordable to low-income households.
 - **2-D:** Support homebuyer education and training programs to improve homebuyer awareness and increase the opportunities of fair housing choice for low-income households.
- **Impediment 3: AREAS OF CONCENTRATION OF MINORITIES** – There are areas in the central portion of the City where the minority population is more than 50% of the area’s population.

Goal: Promote the de-concentration of minorities outside the central portion of the City to reduce minority concentration.

The strategies to meet this goal include:

- **3-A:** Support and promote affordable housing developments and plans outside areas of minority concentration.
 - **3-B:** Market and promote housing opportunities for minorities outside areas of minority concentration.
 - **3-C:** Provide assistance to minority households to locate their residences outside areas of high minority concentration.
- **Impediment 4: FAIR HOUSING EDUCATION AND OUTREACH** – There is a continuing need to educate persons about their rights under the Fair Housing Act and raise awareness of fair housing choice.

Goal: Improve the public’s knowledge and awareness of the Fair Housing Act, and related laws, regulations, and requirements.

The strategies to meet this goal include:

- **4-A:** The City should promote and sponsor fair housing seminars to provide educational opportunities for all persons (homeowners, renters, and landlords) to learn about their rights under the Fair Housing Act.
- **4-B:** Continue to publish literature and informational material to pass out concerning fair housing issues and place in prominent locations to be available for distribution throughout the City.



- **4-C:** Include a link on the City's website for information on Fair Housing and who to contact in cases of suspected housing discrimination.
 - **4-D:** The City should reactivate its Human Relations Commission by appointing new members and providing support services to develop new policies and procedures.
- **Impediment 5: FAIR HOUSING LOGO AND DISCLAIMER CLAUSE** – The Fair Housing Logo and disclaimer clause are not uniformly used in advertisements of housing publications.

Goal: Increase the use of the Fair Housing Logo and disclaimer clause on all housing publications available in the City.

The strategies to meet this goal include:

- **5-A:** Review and monitor the real estate trade publications (such as "Homes Guide," "Homes Plus," "Wisconsin Gazette," "Your Smart Reader," "Kenosha News Classified," etc.) to ascertain the proper use of the HUD Fair Housing Logo and disclaimer clause.
 - **5-B:** Work with the local Board of Realtors, apartment managers, and homebuilders to monitor their members on the use of the HUD Fair Housing Logo and disclaimer clause in the ads they place in publications.
- **Impediment 6: ACCESSIBLE HOUSING** – There is a lack of accessible housing that is decent, safe, sound, sanitary, and affordable to persons with disabilities.

Goal: Increase the number of accessible housing units that are decent, safe, sound, sanitary, and affordable to lower income households throughout the City.

The strategies to meet this goal include:

- **6-A:** Increase the number of accessible housing units through rehabilitation of the existing housing stock.
- **6-B:** Increase the number of accessible housing units through the development and construction of new rental and single family homes for sale.
- **6-C:** Continue to enforce the ADA requirements for landlords to make "reasonable" modifications to rental properties to make housing units accessible to disabled tenants.



- **6-D:** Provide financial assistance to homeowners to make their properties accessible in order to allow them to remain in their residences.

- **Impediment 7: PUBLIC POLICIES AND REGULATIONS** – The City’s Zoning Ordinance appears to be restrictive in regard to the development of multi-family housing, group living, supportive care housing, and does not contain references to the Federal Fair Housing Act, Section 504, Americans with Disabilities Act, etc.

Goal: Revise the City’s Zoning Ordinance to promote the development of various types of affordable housing throughout the City.

The strategies to meet this goal include:

- **7-A:** Review and revise the definition of "Family" in the Ordinance to also permit six (6) or less handicapped persons to live together as a single family housing unit.
 - **7-B:** Review the definition of “Community Living Arrangements” in regard to the Federal Protected Classes.
 - **7-C:** Review and revise Section 4.0, “Conditional Use Permits and Development Standards Review” in reference to the permitted number of persons for “Community Living Arrangements” for the Federal Protected Classes.
 - **7-D:** Review the RM-1 and RM-2 Multi Family Residential Districts in regard to include Elderly Housing to be permitted by right as housing for a protected class.
-
- **Impediment 8: PRIVATE LENDING PRACTICES** – The HMDA data suggests that there is a disparity between the approval rates of home mortgage loans that are originated from white and minority applicants.

Goal: Approval rates for all originated home mortgage loans should be fair, unbiased, and impartial throughout the City, regardless of race and location.

The strategies to meet this goal include:

- **8-A:** A higher rate of public financial assistance should be provided to potential home buyers in lower-income neighborhoods to improve the loan to value ratio so private lenders will increase the number of home loan mortgages made in these areas.



- **8-B:** The City should develop a working relationship with the local financial institutions to promote fair lending practices and to improve communications.
- **8-C:** The City should organize with the local Board of Realtors, local financial institutions, and social service agencies a biannual Housing Fair to promote home ownership, develop a housing network, and provide information to residents on mortgage lending practices, fair housing rights, and the availability of housing in the City.

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VI. Appendix

The following appendices are included in this section:

- **Appendix A – Demographic Data**
- **Appendix B – Maps**
- **Appendix C – HUD-CHAS Data**
- **Appendix D – Home Mortgage Disclosure Act Data**
- **Appendix E – Meeting Summaries**

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A. Appendix A – Demographic Data

Attached are the 2000 US Census Data, the 2006-2010 American Community Survey Data, and the 2010 US Census Data reports for the City of Kenosha, Kenosha County, and the State of Wisconsin.

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B. Appendix B – Maps

- City of Kenosha with Landmarks
- City of Kenosha Census Tracts
- Percent of White Population
- Percent of Minority Population
- Percent of Population Age 65 and Over
- Percent of Low- and Moderate-Income Population
- Percent of Owner-Occupied Housing Units
- Percent of Renter-Occupied Housing Units
- Public Housing Locations and Low/Mod Population
- Public Housing Locations and Minority Population
- Section 8 Housing Choice Vouchers Location by Block Group
- Section 8 Housing Choice Vouchers Location by Census Tract
- LIHTC, Section 202 & 811 Developments and Low/Mod Population by Block Group
- LIHTC, Section 202 & 811 Developments and Minority Population by Census Tract



C. Appendix C – HUD-CHAS Data

The Comprehensive Housing Affordability Strategy (CHAS) data demonstrates the extent of housing problems and housing needs for 30, 50, and 80 percent of median income. In addition, it shows the prevalence of housing problems among different types of households, including elderly, disabled, and minority, as well as owner- and renter-occupied households. The data includes the number of households in a jurisdiction or geographic area that are cost overburden or have housing problems.

Attached are the HUD-CHAS Data tables for the City of Kenosha.

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D. Appendix D – Home Mortgage Disclosure Act Data

The Home Mortgage Disclosure Act (HMDA) was enacted by Congress in 1975 and was implemented by the Federal Reserve Board. This regulation provides the public loan data to be used to assist in the determination of whether financial institutions are serving the housing needs of a community to assist public officials in distributing public funds to be able to spur private investment in areas of need, and to help identify possible trends or patterns of discriminatory lending by financial institutions. The Community Reinvestment Act (CRA) was created to encourage depository institutions to help meet the credit needs of the community in which it operates with safe and sound banking operations.

Attached are the 2011 CRA Reports for the Lake County – Kenosha County, IL – WI MD, dated June 4, 2012. These reports were downloaded from www.ffiec.org/hmda/.

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E. Appendix E – Meeting Summaries

Attached are summaries of the following meetings:

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RESOLUTION

SPONSOR: THE MAYOR
CO-SPONSOR: ALDERPERSON KEITH W. ROSENBERG
ALDERPERSON SCOTT N. GORDON
ALDERPERSON TOD OHNSTAD
ALDERPERSON CHRIS SCHWARTZ
ALDERPERSON CURT WILSON
ALDERPERSON JAN MICHALSKI
ALDERPERSON PATRICK A. JULIANA
ALDERPERSON ERIC HAUGAARD
ALDERPERSON ROCCO J. LAMACCHIA SR.
ALDERPERSON DANIEL PROZANSKI JR.

**TO DIRECT THE PARKS DIVISION SUPERINTENDENT
TO PROVIDE PLAN OPTIONS FOR A FULLY-ACCESSIBLE
PLAY AREA FOR CHILDREN**

WHEREAS, it is a right of all children to play; and,

WHEREAS, the opportunity to play outdoors provides obvious physical, emotional, intellectual, and psychological benefits; and,

WHEREAS, the City of Kenosha provides recreational outdoor play opportunities in its fifty-six parks, forty-five of which parks currently include traditional play equipment designed for children such traditional equipment including swing sets, monkey bars, rings, slides, and platforms accessible by climbing ladders; and,

WHEREAS, such traditional equipment in current use in the City of Kenosha is not necessarily designed for full accessibility to all children; and,

WHEREAS, this traditional play equipment is usually underlain with traditional fill materials to help prevent injury, such fill material including rubber chips, wood chips, sand, gravel, or grass, which in turn are frequently enclosed by a raised railroad tie curb; and,

WHEREAS, the underlying traditional fill material enclosed by the curb can present a barrier to reach the play equipment to those who are not fully ambulatory; and,

WHEREAS, the barrier exists for a child with special physical needs who desires to participate and to a supervising adult with special physical needs who may need to be able to access a child with or without special needs; and,

WHEREAS, physical impairment resulting in special needs can occur to anyone at any time – for some, it comes at birth, for others, it comes unexpectedly through illness, accident, or injury, while for many, it comes as a natural progression of the aging process; and,

WHEREAS, should a family living in the City of Kenosha having at least one child who has a special physical need, desire to attend a park with only traditional equipment, that child with the special physical need may be “left out” of the play opportunities being experienced by his or her siblings, thereby

depriving that child with special physical needs the physical, emotional, intellectual, and psychological benefits otherwise available; and,

WHEREAS, in the United States, there are a very small number of fully-accessible parks that were created by progressive and forward-thinking governments and that are conducive to full accessibility, with fully-accessible equipment designs, which designs include for illustrative purposes: a variety of swing types including high-backed swings and swings to accommodate wheel chairs; ramps with wide aisles, double rails, and flush turnarounds to provide wheel-chair access to raised platforms that provide further access to other amenities; non-plastic slides which do not threaten electronic implants with static electricity, with transition platforms, transfer bars, and a lower edge in contact with the ground; monkey bar and ring sets set closer to the ground for easier reach; rocking equipment; roll-over impact attenuation surfaces, such as pour-in-place rubber, rubber tiles, or playground turf; and sandboxes and other equipment designed for accessibility and sensory exploration; and,

WHEREAS, such fully-accessible parks are preferably designed to have fully-accessible equipment in concert with traditionally-designed equipment to allow for side-by side play; and,

WHEREAS, fully-accessible equipment in concert with traditionally-designed equipment allows families with children of varying degrees of abilities to play side-by-side, which in turn allows more fun to be had by the siblings playing together, allows for easier supervision for the parents, increases empathy and acceptance, and fosters friendships; and,

WHEREAS, families with at least one child of special physical needs who do not have fully-accessible parks within their own communities, travel to such parks outside of their communities, thereby positively interacting with that latter, progressive, forward-thinking community and spending tourism money therewith; and,

WHEREAS, the City of Kenosha desires to be such a progressive and forward-thinking community by providing fully-accessible play opportunities along with associated amenities and parking lots without barriers for all of the children who are its citizens.

NOW THEREFORE BE IT RESOLVED that the Common Council for the City of Kenosha, Wisconsin does hereby direct the Parks Division superintendent to make such contacts necessary and obtain such information necessary to understand the fundamentals of fully-accessible play area design.

BE IT FURTHER RESOLVED that after understanding the fundamentals of fully-accessible play area design, the Parks Division superintendent shall provide to the Board of Parks Commissioners at least one plan option to provide area with fully-accessible play equipment with an appropriate fully-accessible underlayment and with fully-accessible associated amenities and facilities.

Adopted this ____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,

City Attorney

RESOLUTION NO. _____

SPONSOR: MAYOR

**TO AUTHORIZE STAFF TO PURSUE GRANTS FOR
SPORT FISH RESTORATION (SFR) PROGRAM**

WHEREAS, the Kenosha Harbor is used by sport fishermen, boaters, and the general public; and,

WHEREAS, the Kenosha Harbor provides access to Lake Michigan; and,

WHEREAS, impediments to access of Lake Michigan through the Kenosha Harbor by sport fishermen, boaters, and the general public is a problem, examples of which impediments include, but are not limited to, sedimentation; and,

WHEREAS, the City of Kenosha wants to perform a feasibility study and alternatives analysis to improve such access through design structure modifications to the Kenosha Harbor entrance breakwater and other sand bypassing improvements; and,

WHEREAS, the City of Kenosha seeks financial assistance to perform a feasibility study and alternatives analysis to improve the Kenosha Harbor for sport fishermen, boaters, and the general public; and,

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) and Wisconsin Waterways Commission jointly provide such financial assistance to communities through grants awarded through the Sport Fish Restoration Program, but subject to a match requirement from the applicant community; and,

WHEREAS, the City Council of the City of Kenosha has budgeted a sum sufficient to provide the necessary match to apply for a grant from the Sport Fish Restoration Program to conduct the feasibility study and alternatives analysis.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of Kenosha, Wisconsin does hereby authorize Michael M. Lemens, PE, as Director of Public Works, to act on behalf of the City of Kenosha to:

- submit an application to the Wisconsin Department of Natural Resources (WDNR) and/or Wisconsin Waterways Commission for financial assistance;
- sign necessary documents to obtain such financial assistance; and
- take necessary action to undertake, direct and complete the approved **feasibility study and alternatives analysis**.

BE IT FURTHER RESOLVED that the City of Kenosha will comply with state and federal rules for the programs subject to the application; may perform force account work; will maintain the completed **feasibility study and alternatives analysis** in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval in writing from the WDNR and/or Wisconsin Waterways Commission before any change is made in the use of the **feasibility study and alternatives analysis**

site (if applicable).

Adopted this the _____ day of _____, 2012.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Drafted By:

**KEITH G. BOSMAN
MAYOR**



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

October 29, 2012

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint Robert Griffith, 9104-62nd Street, Kenosha, to the Mayor's Youth Commission for a two-year term which will expire November 1, 2014.

I am confident Pastor Griffith will continue to be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

A handwritten signature in black ink, appearing to read 'Keith G. Bosman'. The signature is stylized and cursive.

Keith G. Bosman
Mayor

KGB:pmf

**KEITH G. BOSMAN
MAYOR**



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

October 29, 2012

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Commission on the Arts for two-year terms which will expire November 1, 2014:

Karen Sorensen, 2222-29th Avenue, Kenosha (SOEI filed 10/21/11)
Robert Wells, 3600-52nd Street, Kenosha (SOEI filed 10/19/11)
Becky Noble, 5500-6th Avenue, Kenosha (SOEI filed 9/30/11)
Virginia Hartley, 6214-5th Avenue, Kenosha (SOEI filed 10/24/11)

I am confident these members will continue to be conscientious and hardworking members of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

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

Keith G. Bosman
Mayor

KGB:pml

FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,

And

EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224
A Wisconsin Limited Liability Company

This First Amendment to the Agreement For Professional Services Emergency Medical Service User Fee Billing Services (“First Amendment”) is made by and between the City of Kenosha, Wisconsin, a municipal corporation, and EMS Medical Billing Associates, LLC, a Wisconsin limited liability company. This First Amendment shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution of this First Amendment (“Effective Date”).

The City of Kenosha and EMS Medical Billing Associates, LLC agree to amend the Agreement For Professional Services Emergency Medical Service User Fee Billing Services with June 15, 2011 as the date of last execution as set forth below. As stated in the June 15, 2011 Agreement and for purposes of reference in this First Amendment, the City of Kenosha shall be referred to as the “**CLIENT**” and EMS Medical Billing Associates, LLC shall be referred to as the “**SERVICE PROVIDER.**”

1. Article 3.2 shall be amended to read as follows:

3.2 COMPENSATION FOR ADDITIONAL SERVICES: SERVICE PROVIDER will subcontract with Americollect, Inc., a collection agency licensed by the State of Wisconsin for the collection of delinquent accounts. **SERVICE PROVIDER** will also subcontract with Credit Management Control, Inc., a collection agency licensed by the State of Wisconsin for the collection of secondary placement of delinquent accounts and for the processing of delinquent accounts through the Wisconsin Tax Refund Intercept Program (TRIP). **CLIENT** agrees to compensate **SERVICE PROVIDER** thirty-three percent (33%) of the net payments received from delinquent account collections and secondary placement collections. The foregoing compensation shall not apply to delinquent accounts processed through TRIP. For delinquent accounts processed through TRIP, **CLIENT** agrees to compensate **SERVICE PROVIDER** seventeen percent (17%) of the net payments received from the delinquent accounts processed through TRIP.

2. Article IV, first sentence shall be amended to read as follows:

TERM OF AGREEMENT: This five (5) year agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and through June 14, 2016 unless otherwise terminated as provided herein.

3. Article XII shall be amended to read as follows:

ASSIGNMENT AND SUBCONTRACT: **SERVICE PROVIDER** shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of **CLIENT**. Subcontractors listed in this First Amendment are excepted from this prohibition. **SERVICE PROVIDER** shall terminate the services of any subcontractor upon thirty (30) days written notice from **CLIENT** directing the termination and removal of the subcontractor.

4. Section A.1.c. of Exhibit "A" shall be amended to read as follows:

c. **SERVICE PROVIDER** will subcontract with external collection agencies licensed by the State of Wisconsin for the collection of delinquent accounts as well as for the processing of delinquent accounts through the Wisconsin Tax Refund Intercept Program (TRIP). **CLIENT** reserves the right to inspect the billing and account records of any account forwarded to the subcontracted collection agencies. **SERVICE PROVIDER** will provide the billing and account records of any account forwarded to the subcontracted collection agencies to **CLIENT** upon ten (10) days written notice from **CLIENT** requesting the billing and account records.

5. All other terms and conditions of the June 15, 2011 Agreement shall remain unchanged and in full force and effect.

6. Each of the undersigned represents and warrants that (a) such party has all requisite power and authority to execute this First Amendment; (b) the execution and delivery of this First Amendment by the undersigned, and the performance of its terms have been duly and validly authorized and approved by all requisite action required by law; and (c) this First Amendment constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this First Amendment.

7. This First Amendment shall be in effect upon approval and execution by **SERVICE PROVIDER** and **CLIENT**. This First Amendment shall be effective on the date of last execution ("Effective Date").

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the dates below given:

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
KEITH BOSMAN, Mayor
Date: _____

BY: _____
DEBRA SALAS
City Clerk/Treasurer
Date: _____

SERVICE PROVIDER:
EMS Medical Billing Associates, LLC,
A Wisconsin Limited Liability Company

BY: _____
Name: Paula Bliemeister,
Title Chief Financial Officer
Date: _____

Drafted by:
JONATHAN A. MULLIGAN,
Assistant City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation,**

And

**EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, with offices located at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as the “**CLIENT**,” and **EMS Medical Billing Associates, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the “**SERVICE PROVIDER**.”

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the “**PROJECT**,” and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

- 1.1 **SERVICES TO BE PROVIDED BY SERVICE PROVIDER:** **SERVICE PROVIDER** agrees to perform, in a good and professional manner, the professional services necessary for completion of **PROJECT**, as detailed in the "Scope of Services" found in the Request for Proposals in Exhibit "A", which is attached hereto and incorporated herein by reference. This "Scope of Service" may be expanded by mutual agreement of the parties subject to the payment of additional consideration.
- 1.2 **PERFORMANCE STANDARDS:** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards for billing services in Wisconsin as outlined in Exhibit "A" of this Agreement. **SCHEDULE OF PROJECT SERVICES:** **SERVICE PROVIDER** shall commence performing **PROJECT** services upon execution of this Agreement.
- 1.3 **PROJECT MANAGER:**
- 1.3.1 **DESIGNATION:** **SERVICE PROVIDER** shall designate a Project Manager to **CLIENT**, in writing, within ten (10) days of the effective date of this Agreement.
- 1.3.2 **CHANGE:** **CLIENT** has the right to request a different Project Manager for any reason. **SERVICE PROVIDER**, within ten (10) days of receipt of a written request by **CLIENT** for a change in Project Manager, shall notify **CLIENT** of the new Project Manager appointed.
- 1.4 **RETENTION:** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** in a manner compliant with the Wisconsin Public Records Law, for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** after the expiration or termination of this agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.5 **CONFIDENTIALITY:** No reports, information, and / or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.

- 1.6 **ERRORS, OMISSIONS OR DEFICIENCIES:** **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit, which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

- 2.1 **SERVICES TO BE PROVIDED BY CLIENT:** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials in hard copy or digital format to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the City Administrator or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

- 2.1.1 **INCIDENT INFORMATION:** **CLIENT** will submit to **SERVICE PROVIDER** by mail, fax, or electronic mail, a "run sheet" which provides the following information:

- 2.1.1.1 Run number;
- 2.1.1.2 Patient name;
- 2.1.1.3 Patient address, including apartment number;
- 2.1.1.4 Date and time of transport;
- 2.1.1.5 Social Security number, if available;
- 2.1.1.6 Date of Birth;
- 2.1.1.7 Transport from and to locations;
- 2.1.1.8 Medical information and patient care specifics, including time of onset of complaint;
- 2.1.1.9 Insurance coverage information, if available; and
- 2.1.1.10 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized party as mandated under CMS rules.*

- 2.1.2 **PAYMENT INFORMATION:** **CLIENT** will provide payment information to **SERVICE PROVIDER** as soon as it is practicable, by fax, electronic mail or other electronic means.

- 2.1.3 **CLIENT RATES AND FEES:** **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement.

ARTICLE III

- 3.1 **COMPENSATION RATE: SERVICE PROVIDER** agrees to provide the services described in Article I in accordance with the following fee schedule, which covers all other items of whatever nature, needed in connection with **PROJECT** services: Six and one quarter (6.25%) percent of payments posted to **CLIENT'S** records monthly for Emergency Medical Services and Fire Incident Services provided by **CLIENT**. The 6.25% fee will remain in effect through December 31, 2015.
- 3.2 **COMPENSATION FOR ADDITIONAL SERVICES: SERVICE PROVIDER** is a licensed collection agency in the State of Wisconsin, and will provide collection services to the **CLIENT** on all accounts that are 120 days past due or older. The **CLIENT** agrees to compensate the **SERVICE PROVIDER** the amount of thirty-three (33.0%) percent of net receivables collected on those delinquent accounts.
- 3.3 **COMPENSATION FOR ADDITIONAL SERVICES:** For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.
- 3.4 **MONTHLY INVOICES: SERVICE PROVIDER** shall mail monthly invoices to the attention of the City of Kenosha, Deputy Chief, Kenosha, Fire Department, 625 - 52nd Street, Kenosha, Wisconsin 53140.
- 3.5 **METHOD OF PAYMENT:** Payment of **SERVICE PROVIDER'S** fees shall be as follows:
- 3.5.1 Invoices which are in order are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.
 - 3.5.2 Invoices which are in order and not paid by **CLIENT** within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days.
 - 3.5.3 **CLIENT** may not withhold payment so long as **SERVICE PROVIDER** is in compliance with Section 1.2, and the provisions of Exhibit "A" of this Agreement, and so long as necessary documentation supporting payment has been provided to **CLIENT**.
 - 3.5.4 If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

TERMS OF AGREEMENT: This five (5) year agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and through _____ unless otherwise terminated as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended from year to year by Letter of Agreement to that effect executed by all parties at any time during the Agreement term. The City Administrator and Finance Director of **CLIENT** shall have authority to sign the Letter of Agreement on behalf of **CLIENT** without further review and approval by Common Council of **CLIENT**.

ARTICLE V

- 5.1 **TERMINATION:** Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. Upon termination of this Agreement, **SERVICE PROVIDER** shall have ninety (90) days to closeout existing accounts and make final payment to **CLIENT**. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.
- 5.2 **NO NEW OR ADDITIONAL WORK:** **SERVICE PROVIDER** shall perform no new or additional work upon receipt of notice of termination without the advance, written permission of **CLIENT**.
- 5.3 **USE OF INCOMPLETE OR UNFINISHED DOCUMENTS:** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

ARTICLE VI

OWNERSHIP OF DOCUMENTS: All finished and unfinished documents, in hard copy and digital format, prepared by **SERVICE PROVIDER** under this Agreement shall, upon payment of all invoices properly submitted and due **SERVICE PROVIDER** under the terms of this Agreement, be the property of **CLIENT**.

ARTICLE VII

CONFLICT OF INTEREST: **SERVICE PROVIDER** shall abstain from taking any action or making any recommendation which may result in a conflict of interest. **SERVICE PROVIDER** shall seek the advice of the City Attorney with respect to determining actual or potential conflicts of interest. The City Attorney shall use the City and State Code of Ethics as a basis for making any such determination.

ARTICLE VIII

AMENDMENTS: **CLIENT** may, from time to time require modifications in the scope of or deadline for services of **SERVICE PROVIDER** to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between **CLIENT** and **SERVICE PROVIDER**, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement a fully set forth herein.

ARTICLE IX

INDEPENDENT CONTRACTOR: **SERVICE PROVIDER** performs services hereunder as an independent contractor.

ARTICLE X

- 10.1 INDEMNITY AND HOLD HARMLESS:** **SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **SERVICE PROVIDER** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of any negligent act, error, or omission, of **CLIENT** which causes death, personal injury or property damage to any person or party or which violates the right of any person or party protected by law.
- 10.2 CLIENT'S ACTS AND OMISSIONS:** **SERVICE PROVIDER** is not responsible for any acts or omission of **CLIENT** or **CLIENT'S** officers and employees.

10.3 DATA NOT PROVIDED BY SERVICE PROVIDER: SERVICE PROVIDER is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

10.4 REPRODUCED DATA FURNISHED BY CLIENT: CLIENT shall obtain from Owner of documents provided by **CLIENT** any and all consents required b law to reproduce date protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLINET** to obtain any required consent.

ARTICLE XI

INSURANCE: SERVICE PROVIDER shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. City to be named as an additional insured. Contractor shall provide City with a copy of the endorsement. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the City Attorney, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article X – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

Worker's Compensation – Statutory – In compliance with the Worker's Compensation Law of the State of Wisconsin.

Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – Two Million Dollars (\$2,000,000.00) having the following coverage:

- Contractual;
 - Death, Personal Injury and Property Loss or Damage.
- Automobile Liability having the following coverage:
- Bodily injury per person: Two Million Dollars (\$2,000,000.00);
 - Bodily injury per accident: Two Million Dollars (\$2,000,000.00);
 - Property damage – Five Hundred Thousand Dollars (\$500,000.00) Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand

(\$500,000.00) Dollars for property damage, per occurrence, for Owned automobiles / Hired automobiles and Non-owned automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claim.

ARTICLE XII

ASSIGNMENT AND SUBCONTRACT: SERVICE PROVIDER shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of CLIENT.

ARTICLE XIII

LAW, RULES, AND REGULATIONS: SERVICE PROVIDER shall fully comply with all applicable Federal, State and local laws, rules and regulations governing PROJECT services.

ARTICLE XIV

SEVERABILITY: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XV

NONDISCRIMINATION: In the performance of work under this Agreement, SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XVI

GOVERNING LAW: This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XVII

NO WAIVER: No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver or any subsequent breach of the same covenant, term or condition.

ARTICLE XVIII

NOTICES: Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

18.1 For CLIENT:

Frank Pacetti, City Administrator
City of Kenosha
625 - 52nd Street,
Kenosha, WI 53140

With a copy to:

City Attorney
Municipal Building Room 201
625 - 52nd Street
Kenosha, WI 53140; and

City Clerk/Treasurer
Municipal Building Room 105
625 - 52nd Street
Kenosha, WI 53140

18.2 For SERVICE PROVIDER:

Paula Bliemeister, CFO
EMS Medical Billing Associates, LLC
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XIX

NO THIRD PARTY BENEFICIARIES: This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XX

NONBINDING MEDIATION: In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT**, and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XXI

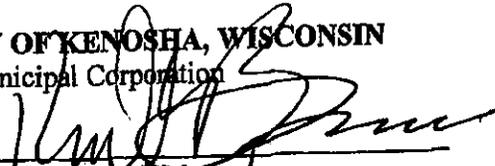
NO DRAFTSMAN: This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to this Agreement, and neither party has any rights under such doctrine.

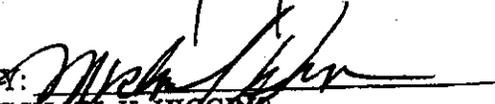
ARTICLE XXII

REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT: Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: 
KEITH BOSMAN, Mayor
Date: 6/14/2011

BY: 
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: 6/15/11

SERVICE PROVIDER:
EMS Medical Billing Associates, LLC
A Wisconsin Limited Liability Company

BY: 
PAULA S. BLIEMEISTER,
Chief Financial Officer
Date: April 21, 2011

EXHIBIT "A"

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

**SCOPE OF WORK AND RESPONSIBILITIES OF
SERVICE PROVIDER**

By and Between

**THE CITY OF KENOSHA WISCONSIN
A Municipal Corporation**

and

**EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company**

A: SCOPE OF SERVICES: SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.

b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in our billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.

c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.

e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.

f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.

h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge that will accept EMS and fire-related incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with fire department officials to determine what information will be added to the database. All **CLIENT** EMS patient care data and fire-related data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous online access to the **SERVICE PROVIDER'S** Rescue Bridge.

b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) **SERVICE PROVIDER** will meet with fire department officials to determine the design of the ImageTrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with fire department officials to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS and Fire data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all Paramedics on all shifts. Typically a single round of training will cover three shifts over a period of three days. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Fire Bridge software. Training will be provided to fire department officials at a schedule determined by the fire department.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** will approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via

Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 18, 2012	Item 3
Deed Restriction for Celebre Place Assisted Living Facility at 1870 27th Avenue. (Celebre Place) (District #4) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 1870 27th Avenue
 Zoned: RM-3 Elderly and Handicapped Housing District

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

- The City Plan Commission approved a Conditional use Permit for a 47-unit Residential Care Apartment Complex (RCAC) on February 24, 2011. After some negotiations for HOME funding, the Common Council approved the development on September 7, 2011.
- The project began construction in November of 2011 and was completed in June of 2012.
- A Condition of Approval was that a Deed Restriction must be recorded on the property that prevents the conversion of the site to conventional multi-family housing. The Deed Restriction that was provided by the applicant to the City was unacceptable as it did not accurately describe what the current use on the property was.
- It was further discovered by Staff that the building was not fully licensed as on RCAC as was anticipated by the approval. The owner also indicated that all residents were not receiving assisted living services and were more independent.
- Staff met with the owner several times to draft an appropriate Deed Restriction. The Deed Restriction attached is acceptable to Staff and the owner. It states that the property shall be operated as an affordable assisted living residential care apartment complex and assisted living services shall be offered to all residents, but use of the services shall be optional. It also states that the property shall only be marketed as an affordable assisted living facility. Staff feels this Deed Restriction keeps the use of the property consistent with the Conditional Use Permit and Operational Plan previously approved by the Common Council, but allows the owner the leverage to accept residents who may not necessarily require assisted living services at this time, but may require those services in the future.

RECOMMENDATION:

A recommendation is made to approve the Deed Restriction.



Brian R. Wilke, Development Coordinator



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2012/Oct18/fact-deed rest-celebre.odt

	DEED RESTRICTION
Document No.	Document Title

THIS DEED RESTRICTION (the “Restriction”) is made and entered into this ___ day of _____, 2012, by Celebre Place, LLC a Wisconsin limited liability company (the “Owner”), to and for the benefit of the City of Kenosha, Wisconsin.

WHEREAS, the Owner owns the real property located in the City of Kenosha, Wisconsin (the “Property”), more specifically described on Exhibit A, which is attached hereto and incorporated herein by reference; and,

WHEREAS, the Property is located in the RM-3 Elderly and Handicapped Housing District and is the subject of a Conditional Use Permit dated January 31, 2012 and recorded with the Kenosha County Register of Deeds on February 2, 2012 as Document No. 1664194 (the “Conditional Use Permit”), which Conditional Use Permit required the Owner to record this deed restriction against the Property; and,

WHEREAS, the purpose of this Restriction is to safeguard the integrity of the Kenosha Zoning Ordinance, secure compliance with the terms and conditions of the Conditional Use Permit, and protect property values of neighboring properties.

Recording Area

Return This Document To:

City of Kenosha
 Dept. of Community Development
 and Inspections
 625 – 52nd Street, Room 308,
 Kenosha, Wisconsin 53140

07-222-24-127-010
 Parcel Identification Number (PIN)

WITNESSETH:

Owner declares that the Property shall be held, sold, conveyed, transferred and occupied only in accordance with the following Restriction:

1. **RESTRICTION.** The Property shall be operated as an affordable assisted living residential care apartment complex as defined by Wisconsin Statute for elderly residents as defined by the City of Kenosha Zoning Ordinance and shall not be converted to conventional multifamily housing. Assisted living services shall be offered to all residents including but not limited to personal care services, dining services, housekeeping, laundry services and medication management. The services shall be optional, and residents shall not be required to take any services. The Property shall be marketed as an affordable assisted living facility for elderly residents and not as an independent senior living facility.
2. **RESTRICTION RUNS WITH THE LAND.** The Restriction shall run with the Property and shall be binding from the date on which the Restriction is recorded with the Register of Deeds for Kenosha County, until rescinded or modified by the Owner with the written consent of the City of Kenosha and a document to that effect is recorded with the Register of Deeds for Kenosha County.
3. **ENFORCEMENT OF RESTRICTION.** The Restriction may be enforced by the City of Kenosha through proceedings at law or in equity brought against the Owner or any subsequent owner or party in interest in any court of competent jurisdiction. The City of Kenosha shall be entitled to recover its costs and reasonable attorney fees expended in enforcing the Restriction.
4. **SEVERABILITY CLAUSE.** The provisions of this Restriction shall be deemed separable, and if any term or provision of this Restriction is deemed to be invalid or unenforceable, the remainder of this Restriction shall not

be affected and shall be valid and enforced to the fullest extent of the law.

- 5. **GOVERNING LAW.** This Restriction shall be deemed entered into in the State of Wisconsin and governed by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Owner has executed this Restriction on the date below given.

OWNER:

CELEBRE PLACE LLC
a Wisconsin limited liability company

By: Parmenter Development, Inc.,
a Wisconsin Corporation, Manager

By: _____
Robert B. Schwarz, President

STATE OF WISCONSIN)
:SS.
DANE COUNTY)

Personally came before me this ____ day of _____, 2012, the above-named Robert B. Schwarz, to me known to be the President of Parmenter Development, Inc., Manager of Celebre Place LLC and acknowledged to me that he executed the foregoing instrument on behalf of said limited liability company by its authority.

Notary Public, Dane County, State of Wisconsin
My Commission Expires: _____

Drafted By:
Jonathan A. Mulligan
Assistant City Attorney

Legal Description

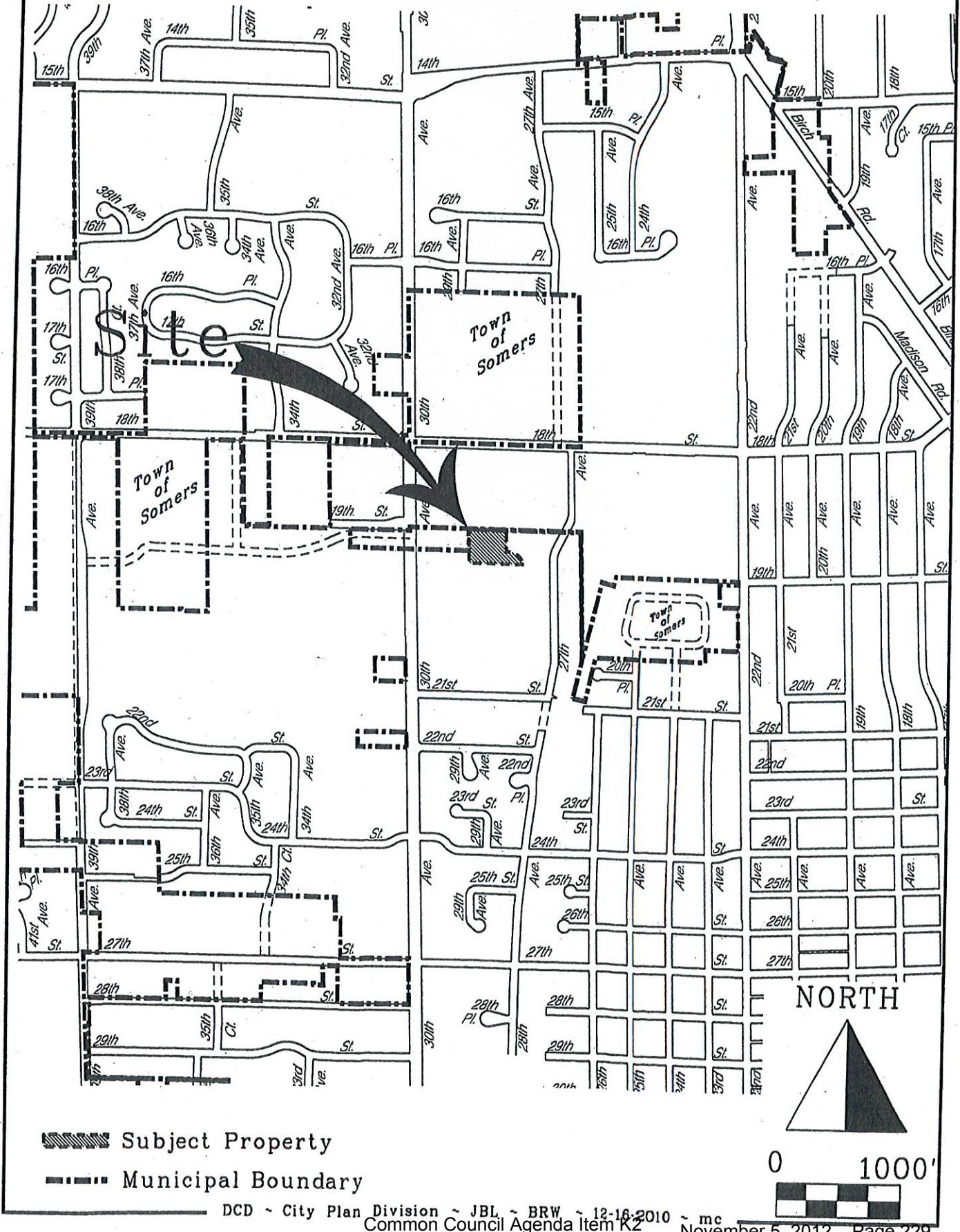
Address: *1870 27th Avenue*
Parcel No.: *07-222-24-127-010*

Part of Lots 1-C and 1-D of Certified Survey Map No. 1829, recorded in the Office of the Kenosha County Register of Deeds on June 30, 1995, as Document No. 994663, being a redivision of Lot 1 of Certified Survey Map No. 1793, lying and being a part of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-four (24), Town Two (2) North, Range Twenty-two (22) East of Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and more particularly described as follows:

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

City of Kenosha

Vicinity Map Celebre Place CUP



Department of City Development
625 52nd Street
Kenosha, Wisconsin 53140
phone - 262.653.4030 or fax 262.653.4045

Conditional Use Permit Approval

Project Name:	Celebre Place	Date: November 3, 2011
Location:	1870 27th Avenue	
Project Description:	A new 47-unit assisted living facility.	
Issued to:	Robert Schwarz Parmenter Development, Inc. 2310 Parmenter Street #414 Middleton, WI 53562	
Architect/ Engineer/ Contractor: (if applicable)	Knothe & Bruce Architects 7601 University Avenue - Suite 201 Middleton, WI 53562	
Approval Dates:	Common Council – September 7, 2011 Department of City Development – N/A	
<ul style="list-style-type: none"> • Conditions of approval (see attachment) • Approval shall be void if a building permit is not obtained by <i>March 7, 2011</i> 		

Any questions regarding the approved Conditional Use Permit should be directed to me at 262.653.4049 or via email at bwilke@kenosha.org.



Brian Wilke
Development Coordinator, City Development

- c:
- Shelley Billingsley, Deputy Director of Engineering, Public Works
 - Paula Blise, Zoning Coordinator, Neighborhood Services & Inspections
 - Mike Callovi, Planning Technician, City Development
 - Mike Higgins, City Clerk/Treasurer/Assessor
 - Rick Hillesland, Commercial Building Inspector, Neighborhood Services & Inspections
 - Jeffrey B. Labahn, Director, City Development
 - Mike Lemens, Director of Engineering, Public Works
 - John W. Morrissey, Chief, Police Department
 - Gail Rohde, Counter Clerk, Neighborhood Services & Inspections
 - Patrick Ryan, Division Chief, Fire Prevention Bureau
 - Ed St. Peter, General Manager, Kenosha Water Utility

Project Name:	Celebre Place	Date:	November 3, 2011
Location:	1870 27th Avenue		

Conditions of Approval

1. The following conditions of approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Neighborhood Services & Inspections. This includes, but is not limited to Erosion Control, Building, Plumbing, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Driveway permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of City Development, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of City Development for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans, the exterior lighting shall be installed and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. All trash containers shall be stored within the enclosure or building. Applicant/owner shall be responsible for waste collection and removal for the development. The City of Kenosha shall not provide waste collection or removal services or incur any cost in this regard.
 - h. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - i. All vehicles shall be parked within the designated paved areas.
 - j. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - k. Cross access shall be provided to adjacent parcels if required at a future date by the City.
 - l. A Deed Restriction shall be recorded on the property which prevents the conversion of the site to conventional multi-family housing. The Deed Restriction shall be recorded prior to Occupancy.
 - m. If the building is converted to independent senior housing at a future date, the owner must amend the Conditional Use Permit, provide additional off-street parking and obtain a new Occupancy Permit.
 - n. Compliance with the Operational Plan dated August 31, 2011.

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

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

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

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

Celebre Place Common Space Amenities:

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

Celebre Place Living Units:

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

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

Operation of the Property: The owner will operate Celebre Place as an affordable assisted living rental residence for seniors.

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, ROOM 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

To: Honorable Mayor
and Common Council

From: William K. Richardson
Assistant City Attorney

Re: Second Amendment to Contract of Purchase and Sale and Development Agreement by and between Kenosha NEWCO Capital, LLC/ f/k/a/ UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha

Date: October 30, 2012

Dear Mayor and Members of the Common Council:

This Amendment was approved by Council on October 1, 2012. A precondition of its execution was Kenosha Newco's acquisition of the property in foreclosure. The agreement presented to Council on October 1 had a deadline of November 15 for the effective date which required acquisition of the property. The date for the Circuit Court's confirmation hearing in the foreclosure is November 13. Given the closeness of that date to the November 15 deadline it was felt that it would be prudent to extend the date. As a result the Agreement now before you extends the deadline to December 31, 2012.

Respectfully submitted,

A handwritten signature in black ink that reads "William K. Richardson".

William K. Richardson
Assistant City Attorney

**SECOND AMENDMENT TO CONTRACT OF
PURCHASE AND SALE AND
DEVELOPMENT AGREEMENT**

By And Between

**KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC,
A Wisconsin Limited Liability Company**

And

**THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,**

And

**THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority,**

THIS SECOND AMENDMENT is made and entered into by and between **KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC**, a Wisconsin limited liability company, as the successor/assignee of Uptown Brass Development, LLC, **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, and **THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin redevelopment authority.

W I T N E S S E T H:

WHEREAS, on March 28, 2002, Outokumpu Copper Kenosha, Inc., Atlantic Richfield Company, City of Kenosha ("**CITY**") and TRC Companies, Inc. ("**TRC**") entered into an Exit Strategy Contract ("Exit Contract"); and,

WHEREAS, a Contract of Purchase and Sale and Development Agreement was entered into on February 17, 2005 ("**Contract**"), by and between **PROFESSIONAL REALTY AND DEVELOPMENT CORPORATION ("PRDC")**, **THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN ("AUTHORITY")**, and **THE CITY OF KENOSHA, WISCONSIN, ("CITY")**; and,

WHEREAS, the real estate subject to the Contract was divided into five (5) parcels as depicted on Exhibit "A", attached hereto; and,

WHEREAS, pursuant to the terms of the Contract, **PRDC** was to purchase and develop certain real estate, as more particularly set forth in the Contract; and,

WHEREAS, **CITY**, **PRDC**, and **TRC** entered into a Contract for Coordination of Remediation dated March 11, 2005 ("**Remediation Contract**"); and

WHEREAS, on September 29, 2005, an Assignment and Assumption Agreement and Amendment to Development Agreement ("**Assignment**") was executed by **CITY**, **PRDC**, and **UPTOWN** wherein **PRDC** assigned its rights and obligations under the Exit Contract, Remediation Contract and Contract to Uptown Brass Development, LLC ("**UPTOWN**"); and,

WHEREAS, on September 29, 2005, **UPTOWN** purchased Parcels 1 through 3 for the sum of Two Hundred Fourteen Thousand Twenty-one (\$214,021.00) Dollars; and,

WHEREAS, pursuant to the terms of the Contract, **UPTOWN** had until February 17, 2009, to close upon the purchase of Parcels 4 and 5, but failed to exercise such right; and,

WHEREAS, pursuant to the terms of the Contract, **UPTOWN** was to develop Parcel 3 in accordance with a concept plan ("Plan"), as depicted in Exhibit "B", attached hereto; and,

WHEREAS, the Plan called for the development of a parcel within Parcel 3, which is identified thereon as M1 and M2 ("Parcel M1/M2"); and,

WHEREAS, development was commenced but not completed on Parcels M1 and M2; and,

WHEREAS, Parcels 1 and 3 was encumbered by a mortgage held by Associated Bank in the amount of Twelve Million Five Hundred Thousand (\$12,500,000.00) Dollars, and recorded in the Office of the Kenosha County Register of Deeds as Document No. 1516455; and,

WHEREAS, the mortgage held by Associated Bank has been assigned to Kenosha Newco Capital, LLC ("**KNC**") f/k/a UBC Kenosha, LLC, and said assignment has been recorded in the Office of the Kenosha County Register of Deeds as Document No. 1637746; and,

WHEREAS, UPTOWN has not commenced development of Parcel 1; and,

WHEREAS, CITY has the right to enforce various remedies under the Contract, including the right to repurchase parcels which were not developed in a timely manner, but has not to date asserted those rights; and,

WHEREAS, the purchase price to repurchase the Parcels is equal to the sum of (i) eighty percent (80%) of the original purchase price, and (ii) the outstanding balance of all principal and accrued interest under the mortgage loan encumbering the Parcels; and,

WHEREAS, KNC has foreclosed its mortgage, and intends to take title to Parcels 1 and 3, to refinance the Parcels and to complete the development.

WHEREAS, KNC has requested that the **CITY** terminate certain repurchase rights in order for it to proceed with a refinancing of the Parcels; and,

WHEREAS, the parties are agreeable to an extension of time for **KNC** to develop Parcels 1, and Parcel M1/M2.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained therein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the undersigned as follows:

1. Extension. Subject to Sections 3 and 4 below, **KNC** shall have until August 15, 2017 and August 15, 2015, to commence construction on Parcel 1 and Parcel M1/M2, respectively. Construction shall include, but is not limited to, roads, sidewalks, landscaping, underground utilities and overhead street lighting on all internal and abutting street right-of-ways.

The development of each Parcel shall be subject to the following conditions:

a. Prior to commencing construction, **KNC** shall deliver to **CITY** a Performance Bond of the contractor, in amount determined by **CITY**, in its reasonable discretion, assuring timely construction completion.

b. All construction shall be carried out in a good and workmanlike manner using first class materials, and in accordance with all applicable State and **City** laws, ordinances, rules and regulations, and the Conditional Use Permit.

c. No construction shall take place that is not specified in the Conditional Use Permit for that Parcel or Parcel(s), unless the Conditional Use Permit is amended.

d. All State and City consents, licenses and permits required to undertake the construction will be obtained by **KNC**, at **KNC's** expense, prior to the commencement of work.

e. The Kenosha Department of City Development will monitor the progress and completion of the development of each Parcel. The Department of City Development will furnish **KNC** with a Certificate of Completion upon the satisfactory completion of all construction work and related improvements specified in the Conditional Use Permit ("Certificate of Completion").

The Progress Schedule attached as Exhibit "C" to the Development Agreement is deleted and replaced with the following:

<u>Phase I</u>	<u>Construction Start</u>	<u>Construction Completion</u>	<u>Occupancy</u>
Grocery Store	Completed and occupied	(Milestones met)	
Mixed Use Bldg. 20 th Ave	Completed and occupied	(Milestones met)	
Parcel 2	Completed and occupied	(Milestones met)	
Parcel 1 (vacant parcel)	(08/15/2017) ¹	12/31/19	12/31/20
Parcel M1/M2 (foundation parcel)	(8/15/2015)	12/31/17	12/31/18

2. **Site Security.** The parties acknowledge that **UPTOWN** has performed the following:

As to Parcel M1/M2:

a. All existing door, window and other foundation wall openings are to be boarded up with 3/4" exterior grade plywood, cut to fit each opening, and sealed to be weathertight.

b. All openings on the deck of the foundation, where chases and elevator shafts have been removed, shall be framed with 2" x 6" structural members, sixteen (16") inch on center, and covered with 3/4" exterior grade plywood and made weathertight.

c. All plywood shall be painted a gray color.

d. All debris, garbage, masonry blocks, snow fence, etc. are to be removed from the entire Parcel including the deck of the foundation.

e. All temporary erosion control measures shall be removed from the Parcel.

f. The entire area around the foundation shall be filled and graded so as to be no more than six (6) inches below the top of the foundation. The Parcel must then be re-seeded and restabilized.

g. No other materials or equipment is to be stored on the Parcel.

Furthermore, the parties agree that the condition and maintenance of the Parcels will be reevaluated by **CITY** from time to time and **KNC** shall comply with all orders, citations, and directions issued by **CITY** regarding the condition, maintenance and security of Parcels 14 and

¹ The installation of the cap on Parcel 1 shall be completed on or before October 1, 2013.

M1/M2.

3. Parcel M1/M2: Removal of Foundation or Development . With respect to Parcel M1/M2, **KNC** shall, on or before August 15, 2015, at its sole expense, either remove the foundation currently existing thereon or commence further construction thereon. In the event **KNC** removes the foundation, it shall restore the site to the condition in which the site can be seeded or covered by sod. Regardless of whether the foundation is removed **KNC** shall commence construction on Parcel M1/M2 on or before August 15, 2015.

4. Parcel 1: Environmental Issues/Development. (a) With respect to Parcel 1, **KNC** shall, at its sole expense, , install a cap on Parcel 1 in accordance with any requirements of the Wisconsin Department of Natural Resources. **KNC** shall obtain written documentation from the Wisconsin Department of Natural Resources that the cap is complete on or before October 1, 2013. **(b)** **KNC** shall, at its sole expense, on or before August 15, 2017, commence construction on Parcel 1. In the event **KNC** does not commence construction on Parcel 1 on or before August 15, 2017, then the **CITY** shall have the right to repurchase Parcel 1 for Twenty Thousand Two Hundred Eighty-One Dollars and Seventy-Three Cents (\$20,281.73). The parties acknowledge and agree that said sums are equal to eighty percent (80%) of **KNC's** purchase price. **KNC** shall convey the Parcel to **CITY** free and clear of all mortgages, liens and encumbrances. **KNC** shall provide, at its cost, title insurance in an amount equivalent to the sale price. Taxes, water, sewer and other utility charges shall be prorated as of the date of conveyance. The **CITY** shall exercise said right to repurchase Parcel 1 by providing a sixty (60) day written notice to **KNC** on or after August 15, 2017.

5. Liquidated Damages. The parties acknowledge that the **CITY** has incurred costs in connection with the Redevelopment Site. In the event **KNC** fails to comply with any requirement of Sections 3 or 4 above, **KNC** shall have an obligation to pay to the **CITY** within thirty (30) days notice \$200,000.00 as liquidated damages. As security for said obligation **KNC** shall post with **CITY** an irrevocable letter of credit, in a form acceptable to **CITY**, for said amount. Said irrevocable letter of credit shall be delivered to the **CITY** by **KNC** within ninety (90) days of **KNC** acquiring title to the Parcels. With the exception of **CITY's** right to repurchase as set forth in Section 4 herein **KNC** shall be released from any remaining liability with respect to its failure to comply with Sections 3 or 4.

6. Termination of Certain Repurchase Rights. Except with respect to Parcel 1, the **CITY's** right to repurchase the Parcels set forth in Section 17 of the Contract, is hereby terminated. The **CITY's** right to repurchase Parcel 1 is subject to Section 4 of this Amendment.

7. Recording. The parties agree that this Development Agreement as amended, or a memorandum thereof, shall be recorded at the Office of the Register of Deeds for Kenosha County and the covenants and agreements contained herein shall run with the land and be binding upon heirs, assigns, legal representatives and successors to the parties hereto.

8. Notices. Any notice required to be given to any party to this Agreement shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **CITY**:

Debra Salas
City Clerk/Treasurer
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

with a copy to:

City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to **KNC**:

Kenosha Newco Capital, LLC
1200 N. Mayfair Road, Suite 220
Milwaukee, WI 53226

with a copy to:

Scott J. Grady, Esq.
Grady, Hayes & Neary, LLC
N14 W23777 Stone Ridge Drive, Suite 200
Waukesha, WI 53188

9. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

- a. Exhibit "A" - General Property Description.
- b. Exhibit "B" - Concept Plan.
- c. Exhibit "C" - Progress Schedule
- d. Exhibit "D" - Assignment and Assumption Agreement

10. Waiver. No extension of time, forbearance, neglect or waiver by a party to this Contract with respect to any one or more of the covenants, terms or conditions of this Contract shall be construed as a waiver of any of the other covenants, terms or conditions of this Contract, nor shall any extension of time, forbearance or waiver by a party hereto in any one or more instance or particulars to be a waiver or act as an estoppel with respect to any other instance or particular covered by this Contract.

11. Effective Date. This Amendment shall be effective on the date of last execution by a party hereto (the "Effective Date"). Simultaneously with the execution of this Amendment, **KNC** shall execute an Assignment in the form attached as Exhibit "D" wherein it assumes the obligations of **UPTOWN** under the Exit Contract, Remediation Contract and Contract. In the event **KNC** does not take title to Parcels 1 and 3 and execute said Assignment by December 31, 2012, then this Amendment and the Assignment shall be null and void.

12. Amendment. Any reference in the Contract, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement recorded with the Kenosha County Register of Deeds Office as Document No. 1628103, to the extent it is inconsistent with the above, shall be deemed amended.

13. Representation Of Authority To Enter Into Contract. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Contract; (b) the execution and delivery of this Contract by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Contract constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

**KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
By: Wangard Advisors LLC, Manager**

BY: _____
Stewart M. Wangard, Manager

Date: _____

**STATE OF WISCONSIN)
 :SS.
COUNTY OF MILWAUKEE)**

Personally came before me this _____ day of _____, 2012, Stewart M. Wangard, the manager of **WANGARD ADVISORS, LLC**, a Wisconsin limited liability company, to me known to be such manager of said company and acknowledged to me that they executed the foregoing instrument as such manager as the agreement of said company, by its authority.

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

**THE REDEVELOPMENT AUTHORITY OF
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority**

BY: _____
KATHERINE MARKS, Chairperson
Date: _____

BY: _____
JEFF LABAHN, Secretary
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2012, **KATHERINE MARKS, Chairperson**, and **JEFF LABAHN, Secretary**, of **THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

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

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

BY: _____
DEBRA SALAS,
City Clerk/Treasurer
Date: _____

**STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)**

Personally came before me this ____ day of _____, 2012, **KEITH G. BOSMAN, Mayor**, and **DEBRA SALAS, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

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

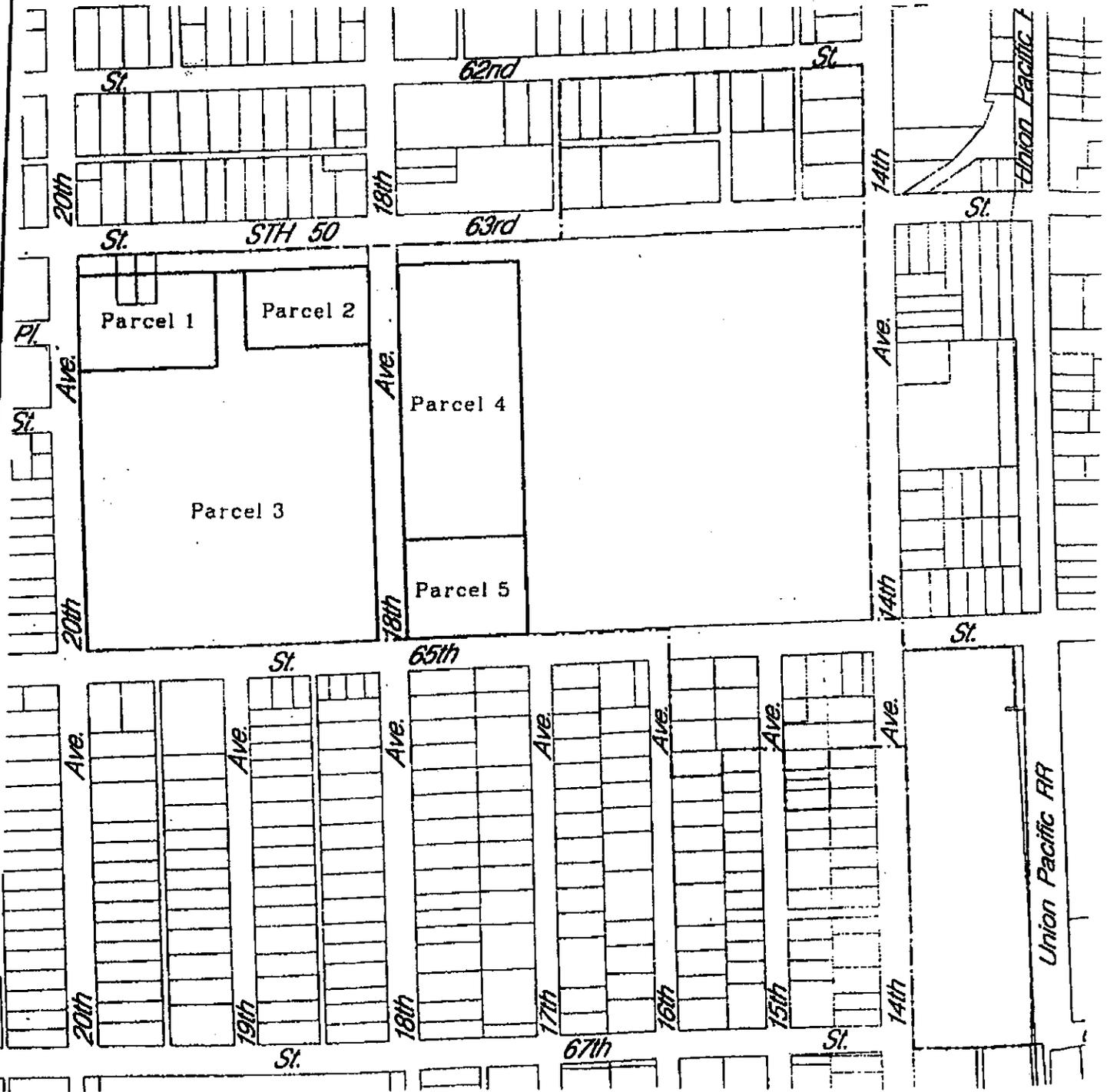
COUNTERSIGNED:

BY: _____
CAROL STANCATO, Finance Director
Date: _____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

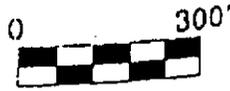
Exhibit "A"

General Property Description



----- Brass Redevelopment Project Area Boundary

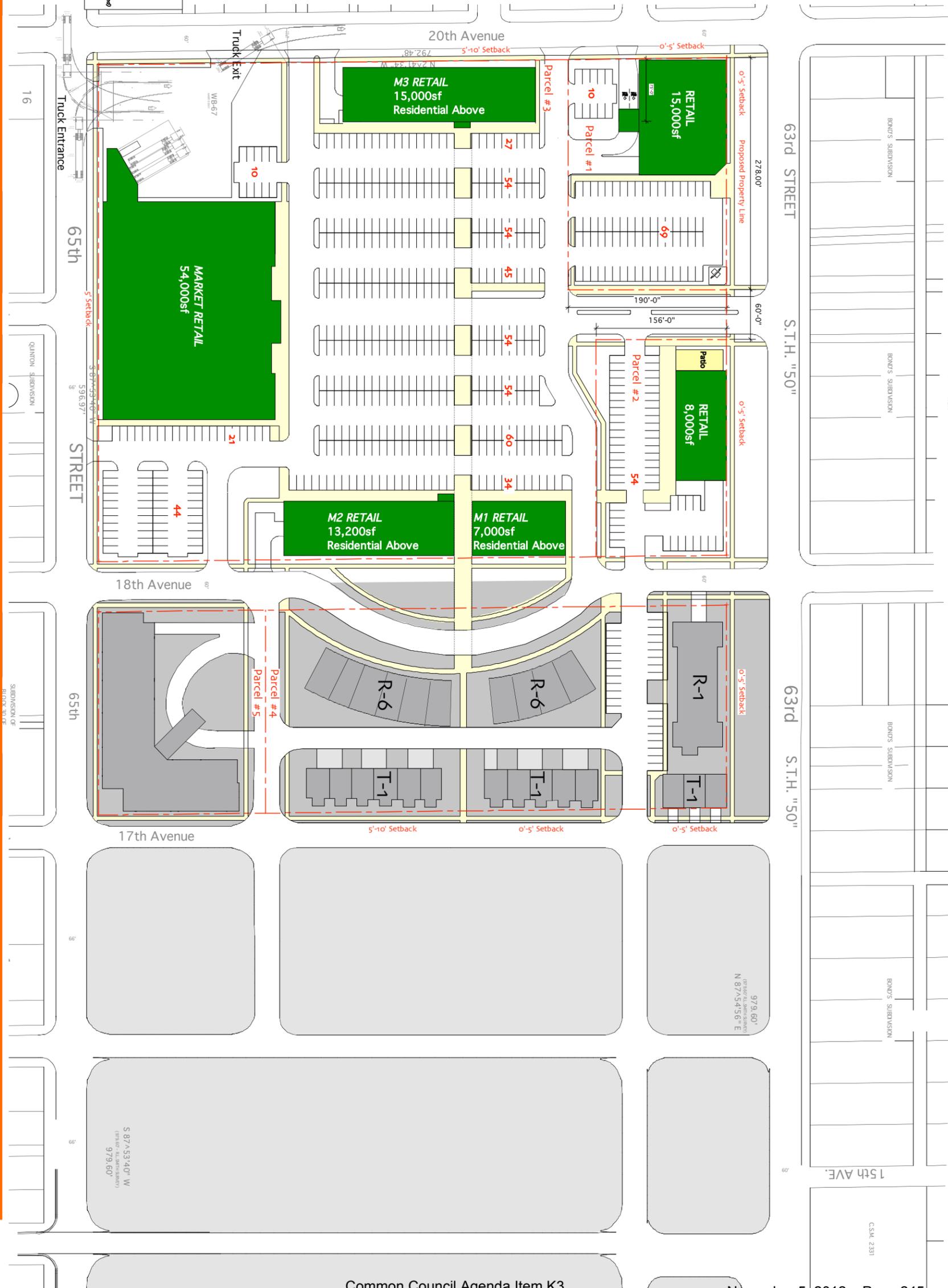
NORTH



FLA1 OF SURVEY

SHOWING EXTERIOR BOUNDARIES

BLOCK 25 AND OF BLOCK 26 IN BOND'S SUBDIVISION BEING A PART OF THE NORTHWEST QUARTER OF SECTION 6
 IN TOWN 1 NORTH RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN



Uptown Brass Center
 Kenosha Wisconsin

PRDC TKWA 21 DEC 2004

EXHIBIT C
PROGRESS SCHEDULE

<u>Phase I</u>	<u>Construction Start</u>	<u>Construction Completion</u>	<u>Occupancy</u>
<u>Grocery Store</u>	<u>Completed and occupied</u>	<u>(Milestones met)</u>	
<u>Mixed Use Bldg. 20th Ave</u>	<u>Completed and occupied</u>	<u>(Milestones met)</u>	
<u>Parcel 2</u>	<u>Completed and occupied</u>	<u>(Milestones met)</u>	
<u>Parcel 1</u> <u>(vacant parcel)</u>	<u>(08/15/2017)¹</u>	<u>12/31/19</u>	<u>12/31/20</u>
<u>Parcel M1/M2</u> <u>(foundation parcel)</u>	<u>(8/15/2015)</u>	<u>12/31/17</u>	<u>12/31/18</u>

¹ The installation of the cap on Parcel 1 shall be completed on or before October 1, 2013.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the ____ day of October, 2012, ("Effective Date"), by and between **UPTOWN BRASS DEVELOPMENT, LLC**, a Wisconsin limited liability company, hereinafter referred to as "**Assignor**", and **KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC**, a Wisconsin limited liability company, hereinafter referred to as "**Assignee**".

WITNESSETH:

WHEREAS, Assignor is a party to the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005 by and among **Assignor**, the City of Kenosha, Wisconsin, a municipal corporation, and the Redevelopment Authority of the City of Kenosha, Wisconsin, a duly organized and existing redevelopment authority under the laws of the State of Wisconsin ("Developer's Agreement"), Exit Strategy Contract dated March 28, 2002 between Outokumpu Copper Kenosha, Inc., Atlantic Richfield Company and City of Kenosha and Contract for Coordination of Remediation dated March 11, 2005, between City of Kenosha, **Assignor**, and TRC Companies, Inc., all by virtue of the Assignment and Assumption Agreement and Amendment to Developer's Agreement dated September 29, 2005, a copy of which is attached hereto as Exhibit "A" ("Assignment Agreement");

WHEREAS, Assignor desires to assign to **Assignee**, and **Assignee** desires to assume all of **Assignor's** right, title and interest in, to and under the Developers Agreement, Exit Strategy Contract and Remediation Contract (collectively referred to as "Development Agreements")

NOW, THEREFORE, in consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below.

1. Assignment. As of the Effective Date hereof, **Assignor** hereby grants, sells, transfers, conveys, sets over and assigns to **Assignee** all of **Assignor's** rights, title and interest in, to and under the Developers Agreements.

2. Acceptance and Assumption. As of the Effective Date hereof, **Assignee** hereby accepts the assignment of all of **Assignor's** rights, title and interest in, to and under the Developers Agreements and agrees to fully and faithfully observe, perform and discharge all obligations, covenants, duties and liabilities to be performed by the **Assignor** under the Developers Agreements.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of **Assignor** and **Assignee** and their respective permitted successors and assigns.

4. Further Assurances. From time to time, at any party's request and without further consideration, the other will execute and deliver such documents, instruments and consents and take such other action as the other may reasonably request in order to consummate more effectively the transactions and actions contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

ASSIGNOR:
UPTOWN BRASS DEVELOPMENT, LLC
A Wisconsin Limited Liability Company

BY: _____
Lawrence E. Kilduff, Member

Date: _____

ASSIGNEE:
KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
By: Wangard Advisors LLC, Manager

BY: _____
Stewart Wangaard, Member

CITY OF KENOSHA'S CONSENT

The undersigned hereby consent and agree to the terms of the foregoing Assignment and Assumption Agreement, and hereby releases **UPTOWN BRASS DEVELOPMENT, LLC**, from any obligation or liability under the Development Agreements.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: _____
Keith G. Bosman, Mayor

Date: _____

BY: _____
Debra Salas, City Clerk/Treasurer

Date: _____

Drafted By:
WILLIAM K. RICHARDSON,
Assistant City Attorney

·Planning & Zoning
·Community Development
262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Anthony Geliche, Community Development Specialist *AD*

RE: **Request to extend the 2012 Community Development Block Grant
Subgrantee Agreement for the Kenosha Achievement Center,
Employment Exploration Program**

DATE: Tony Geliche, Community Development Specialist

The Kenosha Achievement Center is requesting an extension to their 2012 CDBG Subgrantee Agreement for their Employment Exploration Program. The original Agreement, approved by the Common Council on June 4, 2012, is for the period of January 1, 2012 to December 31, 2012.

The Kenosha Achievement Center is requesting the Agreement be extended to July 1, 2013.

Original Agreement Amount	\$15,325.00
Amount expended to date	<u>\$ 8,684.55</u>
Current Balance	\$ 6,640.45

The letter request from the Kenosha Achievement Center is attached.

If you have any questions, please contact me at 653-4039 or via email a tgeliche@kenosha.org.

TG:kas
Attachment

October 29, 2012

To Whom It may Concern:

The Kenosha Achievement Center, Inc. is appreciative of the support provided by the 2012 CDBG grant award for the Employment Exploration Program. Due to the delay in finalizing the grant award, we were unable to attain full enrollment as expected. As a result, \$6,640.45 of the award is unspent at the conclusion of the program.

Please consider honoring our request to carry over unspent funds from the 2012 award cycle. Carry over funds will support the printing and publication of program information, staff time to recruit and interview participants and develop work sites. The carry over funds will be utilized to support a fully enrolled program for summer of 2013 and will be spent by July 1, 2013.

Sincerely,

Christine Weyker

Christine Weyker
Director of Operations

Accredited By: CARF The Commission on Accreditation of Rehabilitation Facilities. KAC is an ISO 9001:2000 organization.
Certified by the U.S. Dept. of Labor as a Community Rehabilitation Program & licensed by the Wisconsin Dept. of Workforce Development as a Rehabilitation Facility.

Kenosha Achievement Center, Inc. is a 501(c)(3) charitable organization under the Internal Revenue Code, thereby qualifying for maximum tax deductibility.
A financial statement is available upon request.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record _____ 19 _____

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 10/01/12 through 10/15/12 and have approved the disbursements as follows:

1. Checks numbered from 120627 through 121014 as shown on attached listing consisting of:

a. Debt Service	1,217,121.25
b. Investments	-0-
c. All Other Disbursements	4,190,152.65
SUBTOTAL	5,407,273.90

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,202,320.58

TOTAL DISBURSEMENTS APPROVED **6,609,594.48**

Daniel Prozanski Jr.

David Bogdala

Tod Ohnstad

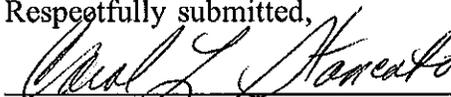
Rocco LaMacchia Sr.

Keith Rosenberg

Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,



Director of Finance

(disbursementsblank.share.fin)

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #19

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 10/22/12

Prepared By: *MKS*

Reviewed By: 

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120627	10/03	YAMAHA MOTOR CORP.	524-05-50101-282-000	10/12-GOLF CARS	2,386.53
120628	10/03	WE ENERGIES	110-03-53109-221-000	09/12-STREETLIGHTING	60,594.13
			110-05-55109-221-000	09/12-STREETLIGHTING	596.91
				..... CHECK TOTAL	61,191.04
120629	10/03	CLERK OF CIRCUIT COURT	110-01-50301-219-000	17 SMALL CLAIMS	1,606.50
120630	10/03	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	09/12-ST ELECTRICAL	42.93
			110-03-53109-375-000	09/12-ST ELECTRICAL	29.84
			110-03-53109-375-000	09/12-ST ELECTRICAL	12.60
				..... CHECK TOTAL	85.37
120631	10/03	GODFREY & KAHN, SC	420-11-51104-219-000	06/12 CHRYSLER	3,425.00
			420-11-51104-219-000	07/12 CHRYSLER	2,868.36
				..... CHECK TOTAL	6,293.36
120632	10/03	HWY C SERVICE	501-09-50105-235-000	09/12 SW-SERV/PARTS	174.04
			110-03-53116-344-000	09/12 WA-SERV/PARTS	44.08
			110-03-53116-344-000	09/12 WA-SERV/PARTS	24.60
				..... CHECK TOTAL	242.72
120633	10/03	CARDINAL HEALTH	206-02-52205-318-000	09/12 MEDICAL SUPPL	798.28
			206-02-52205-318-000	09/12 MEDICAL SUPPL	354.53
				..... CHECK TOTAL	1,152.81
120634	10/03	KENOSHA JOINT SERVICES	110-02-52111-251-000	10/12 JOINT SERVICES	229,873.54
			110-02-52202-251-000	10/12 JOINT SERVICES	57,468.38
				..... CHECK TOTAL	287,341.92
120635	10/03	UNITED WAY OF KENOSHA COUNTY	110-01-51301-263-000	KICK-OFF BREAKFAST	150.00
120636	10/03	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	08/12-FD DRUGS	1,004.95
120637	10/03	NOTARY BOND RENEWAL SERVICE	110-02-52101-219-000	K ANDREOLI 4 YEAR	25.00
120638	10/03	ROYALE HOUSE, INC.	724-00-21933-000-000	YOUTH MEMRL BRICKS	2,413.00
120639	10/03	NORTHWESTERN UNIVERSITY	110-02-52107-264-000	REG-MOTORCYCLE TRNG	3,289.00

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120640	10/03	WILLKOMM INC., JERRY	521-09-50101-341-000	09/12-AR FUEL	2,675.03
120641	10/03	WE ENERGIES	633-09-50101-221-000	#38 07/24-08/22	3,700.44
			110-03-53109-221-000	#38 08/21-09/20	1,731.09
			110-02-52203-221-000	#38 08/21-09/20	1,630.04
			110-03-53109-221-000	#38 08/20-09/19	1,515.88
			110-03-53109-221-000	#38 08/19-09/18	1,225.48
			522-05-50102-221-000	#38 08/15-09/16	1,158.95
			632-09-50101-221-000	#38 07/25-08/22	1,133.16
			110-05-55109-221-000	#38 08/15-09/16	978.31
			110-03-53109-221-000	#38 08/16-09/17	916.20
			110-03-53103-221-000	#38 07/25-08/22	862.72
			110-03-53116-221-000	#38 08/16-09/17	739.87
			110-03-53109-221-000	#38 08/15-09/16	697.22
			110-03-53109-221-000	#38 08/16-09/18	509.06
			110-05-55111-221-000	#38 08/16-09/17	420.12
			110-03-53109-221-000	#38 08/22-09/20	357.75
			110-05-55109-221-000	#38 08/15-09/17	317.32
			110-03-53109-221-000	#38 08/20-09/18	232.23
			110-03-53109-221-000	#38 07/24-08/22	152.12
			110-03-53103-221-000	#38 08/21-09/20	144.34
			110-05-55109-221-000	#38 08/20-09/19	94.59
			110-05-55109-221-000	#38 08/16-09/17	87.25
			110-03-53117-221-000	#38 07/18-09/17	57.49
			519-09-50103-221-000	#38 08/21-09/20	54.96
			110-05-55109-221-000	#38 08/19-09/18	40.86
			110-05-55109-222-000	#38 07/24-08/22	30.48
			110-05-55106-222-000	338 08/19-09/18	26.94
			110-05-55111-222-000	#38 05/20-08/19	26.39
			522-05-50102-222-000	#38 08/15-09/16	13.98
			110-05-55109-222-000	#38 08/21-09/20	11.31
			110-05-55109-222-000	#38 08/15-09/16	9.28
			110-05-55109-221-000	#38 08/21-09/20	8.66
				..... CHECK TOTAL	18,884.49
120642	10/03	WE ENERGIES	286-06-50202-259-000	#5472447 UTILITIES	27.31
120643	10/03	PAYNE & DOLAN INC.	110-03-53103-355-000	08/12-ASPHALT MATERI	643.55
120644	10/03	REINDERS INC.	110-05-55102-344-000	09/12-PA PARTS/SERVI	236.42
			110-05-55109-344-000	08/12-PA PARTS/SERVI	128.69
			 CHECK TOTAL	365.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120645	10/03	KENOSHA WATER UTILITY	110-05-55109-224-000	WAREHOUSE HYDRANT	322.26
			110-05-55109-224-000	WAREHOUSE HYDRANT	206.64
			501-09-50105-224-000	HYDRANT 65 ST/35 AV	124.20
				..... CHECK TOTAL	653.10
120646	10/03	WIS FUEL & HEATING INC	110-03-53117-341-000	09/12-WA LUBRICANTS/	616.00
			110-03-53117-341-000	09/12-WA LUBRICANTS/	321.75
				..... CHECK TOTAL	937.75
120647	10/03	C.J.W., INC.	524-05-50101-397-000	09/12-BEVERAGES	78.50
120648	10/03	R & J WINDOW CLEANING, CO.	633-09-50101-246-000	WINDOW CLEANING	507.00
120649	10/03	DOVER FLAG & MAP	520-09-50202-249-000	WISCONSIN FLAGS	59.01
120650	10/03	DIGICORP COMMUNICATIONS	110-01-51801-227-000	09/12 RM 305 PHONE	105.00
			110-01-51801-227-000	09/12 PW-PHONE PROG	52.50
			110-01-51801-227-000	09/12 PW-PHONE PROG	52.50
				..... CHECK TOTAL	210.00
120651	10/03	FEDEX	110-01-51306-312-000	09/12 PW-US EPA	67.63
120652	10/03	OFFICEMAX	520-09-50106-311-000	09/12-TD#2293 OFFICE	449.55
			110-01-51101-311-000	09/12-FN#2294 OFFICE	275.52
			110-02-52201-311-000	09/12-FD#2292 OFFICE	89.69
			110-01-50301-311-000	09/12-LE#2289 OFFICE	80.00
			110-01-51601-311-000	09/12-CD#2297 OFFICE	75.89
			521-09-50101-311-000	09/12-AR#2296 OFFICE	47.30
			110-01-51601-311-000	09/12-CD#2297 OFFICE	30.21
			110-01-51201-311-000	09/12-CT#2298 OFFICE	27.47
			110-01-51301-311-000	09/12-AD#2295 OFFICE	18.41
				..... CHECK TOTAL	1,094.04
			120653	10/03	PAT'S SERVICES, INC.	110-05-55108-282-000	08/12-PORTABLE UNITS	420.00
120654	10/03	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	09/12-SW TOOLS/SUPPL	299.00
			501-09-50105-355-000	08/12-SW TOOLS/SUPPL	267.00
			501-09-50105-355-000	08/12-SW TOOLS/SUPPL	267.00
			110-03-53103-354-000	09/12-ST TOOLS/SUPPL	219.80
			110-03-53103-354-000	09/12-ST TOOLS/SUPPL	219.80
			501-09-50105-355-000	08/12-SW TOOLS/SUPPL	213.60
			501-09-50105-361-000	09/12-SW TOOLS/SUPPL	190.11
			501-09-50104-361-000	09/12-SW TOOLS/SUPPL	20.90
			 CHECK TOTAL	1,697.21

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120655	10/03	HOLLAND SUPPLY, INC.	110-05-55109-235-000	09/12 PA-HYDRAULIC F	243.14
			110-03-53103-235-000	09/12 ST-HYDRAULIC F	80.33
			110-05-55109-344-000	09/12 PA-HYDRAULIC F	11.48
				..... CHECK TOTAL	334.95
120656	10/03	TOP CHOICE RENTALS/TENTS	110-05-55108-282-000	ADDITIONAL ICE	300.00
			110-05-55108-219-000	ICE	250.00
			110-05-55108-282-000	ICE MERCHANDISER	90.00
			110-05-55108-282-000	DELIVERY/PICKUP	55.00
				..... CHECK TOTAL	695.00
120657	10/03	PITNEY BOWES	110-01-51306-282-000	09/12-MACHINE LEASE/	386.00
120658	10/03	KENOSHA COUNTY	631-09-50101-311-000	08/12 PRINTS/COPIES	9.00
120659	10/03	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	09/12 PARTS/MATERLS	166.03
120660	10/03	SAM'S CLUB	524-05-50101-397-000	08/12 MERCHANDISE	635.57
			110-01-51301-311-000	ADMN-DOC FRAMES	177.00
			110-01-50101-311-000	COUNCIL WATER	44.80
			110-01-50101-323-000	MEMBER RENEWAL	36.92
			524-05-50101-219-000	09/12 MEMBER FEE	36.92
				..... CHECK TOTAL	931.21
120661	10/03	LEE PLUMBING, INC.	110-02-52203-341-000	09/12-FD#6 HVAC REPA	128.90
			110-02-52203-241-000	07/12-FD#3 HVAC REPA	117.50
				..... CHECK TOTAL	246.40
120662	10/03	HUMANA CLAIMS	611-09-50101-155-527	10/02/12 MED CLAIMS	84,233.94
			611-09-50101-155-527	09/28/12 MED CLAIMS	55,645.57
			611-09-50101-155-527	10/02/12 PHARMACY	24,476.81
			611-09-50101-155-527	09/28/12 PHARMACY	13,762.46
				..... CHECK TOTAL	178,118.78
120663	10/03	PAUL CONWAY SHIELDS	110-02-52206-367-000	07/12-FD TURNOUT GEA	192.30
120664	10/03	KENOSHA REALTORS ASSOC, INC.	110-01-50901-323-000	KRYSTOWIAK RENEWAL	446.00
120665	10/03	FRONTIER	110-02-52203-225-000	9/22-10/21 FIRE	41.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120666	10/03	US CELLULAR	206-02-52205-226-000	09/12 FD-CELL SERVC	133.15
			206-02-52205-226-000	09/12 FD-CELL AIRTM	34.10
				..... CHECK TOTAL	167.25
120667	10/03	STERICYCLE, INC	611-09-50101-155-504	09/12 SERVICE	103.95
120668	10/03	HENRY SCHEIN	611-09-50101-155-504	NURSE SUPPLIES	988.30
120669	10/03	INDEPENDENT INSPECTIONS LTD	110-01-51601-219-000	08/12 INSPECTION SRV	6,330.00
120670	10/03	MALSACK, J	463-11-51002-219-000	SECURE 1715 52ND ST	335.00
120671	10/03	BARNES DISTRIBUTION	520-09-50201-347-000	09/12 TD-SHOP SUPPL	323.44
120672	10/03	WIS DEPT OF FINANCIAL INST	110-02-52101-219-000	K ANDREOLI 4 YR APL	20.00
120673	10/03	CABLE & SONS, INC	110-02-52203-353-000	GRAVEL/ PEA GRAVEL	270.00
120674	10/03	KENOSHA COUNTY TREASURER	110-04-54101-252-000	10/12 HEALTH SERVC	61,064.00
120675	10/03	LEE AUTO REPAIR	110-05-55109-344-000	09/12-PA#2784 REPAIR	187.50
120676	10/03	FIFTY STATES DIST.	110-02-52203-259-000	08/12-FD LAUNDRY SER	1,813.24
120677	10/03	CDW-G	110-01-51901-311-000	09/12 DYMO LABEL WRT	185.98
			110-01-51102-539-000	09/12 KVM CONSL EXD	174.82
			110-02-52203-363-000	AC ADAPTER	48.39
				..... CHECK TOTAL	409.19
120678	10/03	PRO LINE INC	630-09-50101-393-000	100Z DETERGENT	145.19
120679	10/03	CARDINAL HEALTH 110, INC	206-02-52205-318-000	LICE TREATMENT	53.15
120680	10/03	SAFETY FIRST, INC.	110-02-52203-235-000	QUARTERLY AIR TEST	558.56
120681	10/03	J EWENS DESIGN INC	110-02-52103-344-000	DECAL/GRAPHICS	3,165.00
			110-02-52103-344-000	GRAPHICS PACKAGE	492.90
				..... CHECK TOTAL	3,657.90
120682	10/03	MENARDS (KENOSHA)	110-03-53116-344-000	09/12-WA MERCHANDISE	139.98
			110-02-52203-382-000	09/12-FD#5 MERCHANDI	139.20
			110-02-52203-246-000	09/12-FD#4 MERCHANDI	125.25
			501-09-50105-357-000	09/12-SW MERCHANDISE	79.08
			110-02-52203-357-000	09/12-FD#5 MERCHANDI	72.39
			110-05-55109-249-000	09/12-PA MERCHANDISE	62.00
			110-02-52203-246-000	09/12-FD#4 MERCHANDI	1.48
			 CHECK TOTAL	619.38

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120683	10/03	UKE'S HARLEY-DAVIDSON/BUELL	422-11-51204-565-000	MOTORCYCLE PURCHASE	17,450.00
			422-11-51204-565-000	MOTORCYCLE PURCHASE	17,450.00
			422-11-51204-565-000	MOTORCYCLE PURCHASE	17,450.00
				..... CHECK TOTAL	52,350.00
120684	10/03	CHASE BANK-DTC	399-00-22205-000-000	10/01 INTEREST	451,851.50
			305-00-22205-000-000	10/01 PRINCIPAL	435,000.00
			398-00-22205-000-000	10/01 INTEREST	132,500.00
			305-00-22205-000-000	10/01 INTEREST	90,983.75
			304-00-22205-000-000	10/01 INTEREST	64,413.00
			310-00-22205-000-000	10/01 INTEREST	35,587.00
			309-00-22205-000-000	10/01 INTEREST	6,786.00
				..... CHECK TOTAL	1,217,121.25
120685	10/03	HALLMAN LINDSAY	110-05-55109-244-000	09/12 PA-PAINT/PROD	36.46
120686	10/03	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	09/12 TD-RADIATOR SR	573.75
120687	10/03	TIME WARNER CABLE	110-01-51102-233-000	09/19-10/18-SE RR	139.95
120688	10/03	RADISSON PAPER VALLEY HOTEL	632-09-50101-263-000	M LENCI-11/7-9/12	140.00
120689	10/03	ACCURINT	110-02-52101-219-000	08/12 SEARCH/LOCATES	143.45
120690	10/03	EZ PACK N SHIP ETC, INC	110-01-51306-312-000	08/12-FD UPS SERVICE	62.75
			520-09-50106-311-000	08/12-TD UPS SERVICE	53.64
			110-01-51306-312-000	08/12-PD UPS SERVICE	4.15
				..... CHECK TOTAL	120.54
120691	10/03	TGAR GROUP, INC.	758-09-50110-259-853	DRAWINGS-GARAGE	250.00
120692	10/03	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	09/12-TD COACH PARTS	113.30
120693	10/03	AIRGAS NORTH CENTRAL	632-09-50101-389-000	08/12 SE-INDSTL GAS	145.63
			110-02-52203-344-000	09/12 FD#4 INDS GAS	90.04
			206-02-52205-389-000	08/12 FD#4 INDS GAS	55.24
			110-05-55109-344-000	08/12 PA-INDSTL GAS	55.23
			206-02-52205-389-000	09/12 FD#4 OXYGEN CL	55.20
			520-09-50201-317-000	08/12 TD-INDSTL GAS	45.20
			206-02-52205-389-000	09/12 FD#5 OXYGEN CL	27.98
			206-02-52205-389-000	08/12 FD#5 OXYGEN CL	25.11
			206-02-52205-344-000	08/12 FD#4 INDS GAS	25.10
			206-02-52205-389-000	08/12 FD#7 INDS GAS	20.10
			206-02-52205-389-000	08/12 FD#3 OXYGEN CL	20.09
			206-02-52205-344-000	08/12 FD#7 INDS GAS	20.08
			521-09-50101-344-000	08/12 AR-INDSTL GAS	15.06
			 CHECK TOTAL	600.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120694	10/03	MINUTEMAN PRESS	110-02-52110-311-000	MINI FOOTBALLS	310.95
			110-02-52110-311-000	FRISBEEES	244.43
			110-02-52110-311-000	SETUP CHARGE	30.00
				..... CHECK TOTAL	585.38
120695	10/03	SOUTHPORT MARINA	110-05-55109-221-000	HARBOR PARK ELECTRC	19,395.42
120696	10/03	LABAHN, JEFFREY B	110-01-51701-219-000	10/12 REPLENISH	152.00
			110-01-51701-311-000	10/12 REPLENISH	56.56
				..... CHECK TOTAL	208.56
120697	10/03	AURORA MEDICAL GROUP	110-01-51303-216-000	07/12 SCREENS	157.00
120698	10/03	LGIP MUSEUM	110-00-21805-000-000	10/1/12 WIRE TRANS	125,800.00
120699	10/03	MINNESOTA PUBLIC TRANSIT ASC	520-09-50301-264-000	DOLNIK/IWEN 10/8-10	400.00
			520-09-50201-264-000	C LAMBRECHT 10/09	125.00
				..... CHECK TOTAL	525.00
120700	10/03	CAPITAL TITLE & CLOSING SERV	110-00-21106-000-000	REISSUE CK #111877	29.16
120701	10/03	SCHNEIDER, WENDI	110-00-46394-000-000	APPLIANCE STICKER	15.00
120702	10/03	CHAVEZ-CALZADA, JUAN CAROL	110-00-21902-000-000	FINE PMT #C498539	100.00
120703	10/03	BIELARCZYK, JASON	110-00-21905-000-000	2012 LOGJAM-PENNOYER	500.00
120704	10/03	PETERSON, KIRSTIN	110-00-21106-000-000	REISSUE CK #112776	30.11
120705	10/03	KREWSON, SHARON	110-01-51601-261-000	09/12 388 MILES	215.34
120706	10/03	BUCK, WAYDE B	521-09-50101-261-000	08/12 234 MILES	129.87
			521-09-50101-261-000	07/12 190 MILES	105.45
				..... CHECK TOTAL	235.32
120707	10/03	DUFFY, KENNETH T.	110-02-52107-263-000	9/19-21/12 WI DELLS	32.00
120708	10/03	MAY, DAVID	110-02-52107-263-000	9/19-21/12 WI DELLS	32.00
120709	10/03	DIAL, JEFFREY	520-09-50101-367-000	2012 UNIFORM ALLOW	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120710	10/03	SALAS, DEBRA	110-01-50101-322-000	ROBERTS RULES BOOKS	253.66
120711	10/03	DEN HARTOG, WARREN J.	110-02-52107-263-000	9/19-21/12 WI DELLS	32.00
120712	10/03	MORRISSEY, JOHN W.	110-02-52107-264-000	8/8-10/12 NEW ORLEAN	150.00
120713	10/03	SWARTZ, MARTHA E.	110-01-51601-261-000	09/12 178 MILES	98.79
120714	10/03	KRYSTOWIAK, PETER	110-01-50901-261-000	9/25-27 APPLETON	164.06
			110-01-50901-263-000	9/25-27 APPLETON	53.68
				..... CHECK TOTAL	217.74
120715	10/03	HECKEL, EUGENE W.	110-02-52107-263-000	9/21 - OAK CREEK	8.00
			110-02-52107-263-000	9/19-MILWAUKEE	8.00
				..... CHECK TOTAL	16.00
120716	10/03	HILLESLAND, RICHARD	110-01-51601-261-000	09/12 400 MILES	222.00
120717	10/03	MIKOLAS, KEVIN	110-01-51601-261-000	09/12 403 MILES	223.66
120718	10/03	WILKE, BRIAN	110-01-51601-261-000	09/12 307 MILES	170.39
120719	10/03	BELLER, JAMES	110-02-52102-367-000	2012 CLOTHING ALLOW	400.00
120720	10/03	LABATORE, FELICIA	110-02-52107-263-000	9/19 - MILWAUKEE	8.00
120721	10/03	CORREA, VICENTE	110-02-52107-263-000	9/23-28/12 GREEN BAY	56.00
120722	10/03	CHIAPPETTA, LOUIS	110-01-51601-261-000	09/12 248 MILES	137.64
120723	10/03	WASHINGTON, AL	110-01-50901-261-000	09/12 279 MILES	154.85
120724	10/03	KAISER, JERALD	110-02-52107-263-000	9/19-21/12 WI DELLS	32.00
120725	10/03	BARFOTH, DARLENE K.	110-02-52107-263-000	9/19 MILWAUKEE	8.00
120726	10/03	CRUEY, EDWARD	110-01-50901-261-000	9/26-28 APPLETON	177.60
			110-01-50901-261-000	09/12 209 MILES	116.00
			110-01-50901-263-000	9/26-28 APPLETON	28.30
			 CHECK TOTAL	321.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120727	10/03	ALBRECHT, TREVOR	110-02-52107-263-000	9/23-28/12 GREEN BAY	56.00
120728	10/03	DUMKE, JOHN E.	110-01-51601-261-000	09/12 226 MILES	125.43
120729	10/03	ELM, MATTHEW G.	110-02-52103-263-000	9/27-28 WINNEBAGO	24.00
120730	10/03	BOSMAN, KEITH	110-01-51301-263-000	2013 BUDGET MEETING	29.30
120731	10/03	SANCHEZ, MARGARITO	110-01-51601-261-000	09/12 359 MILES	199.25
120732	10/05	A & B PRO HARDWARE	110-01-51801-389-000	09/12 MB SUPPLIES &	234.64
			110-02-52204-344-000	09/12 PD SUPPLIES &	40.48
			110-02-52203-246-000	09/12 PD SUPPLIES &	27.78
			110-02-52103-365-000	09/12 PD SUPPLIES &	5.21
				..... CHECK TOTAL	308.11
120733	10/05	RNOW, INC.	630-09-50101-393-000	09/12-SE PARTS/MATER	212.11
120734	10/05	GENERAL COMMUNICATIONS, INC.	276-09-50101-369-000	RADIO,BELT LOOP,MIC	1,739.50
120735	10/05	GENERAL FIRE EQUIPMENT CO	422-11-51205-561-000	SIREN SYSTEM	9,004.70
			422-11-51205-561-000	SPEAKER	1,584.70
			422-11-51205-561-000	GUTTERLESS MOUNT KIT	265.00
			422-11-51205-561-000	UNIV BAIL BRACKET	185.00
				..... CHECK TOTAL	11,039.40
120736	10/05	COMSYS, INCORPORATED	110-01-51102-215-000	10/8-11/7/12 SERVICE	38,432.00
			501-09-50101-215-000	10/8-11/7/12 SERVICE	9,609.00
				..... CHECK TOTAL	48,041.00
120737	10/05	INTERSTATE ELECTRIC SUPPLY	402-11-51201-585-000	WIRE	1,218.00
			402-11-51201-585-000	WIRE	237.50
			110-03-53109-375-000	09/12-ST ELECTRICAL	108.64
			110-03-53109-375-000	09/12-ST ELECTRICAL	9.53
			110-03-53109-375-000	09/12-ST ELECTRICAL	9.16
			110-03-53109-375-000	09/12-ST ELECTRICAL	6.12
				..... CHECK TOTAL	1,588.95
120738	10/05	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	10/05/12 CITY HRLY	13,130.87
			110-00-21562-000-000	10/05/12 WATER HRLY	3,483.35
			 CHECK TOTAL	16,614.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120739	10/05	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/5/12 W/C	447.98
120740	10/05	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	STOP SIGN	493.17
			110-03-53110-372-000	SIGN, 30" X 30"	155.60
			110-03-53110-372-000	STOP AHEAD SIGN	102.30
			110-03-53110-372-000	BLANK, 30" X 9"X.080	17.80
				..... CHECK TOTAL	768.87
120741	10/05	KENOSHA COUNTY	110-02-52105-283-000	10/12 MONTHLLY RENT	9,671.25
120742	10/05	UNITED STATES TREASURY	110-00-21581-000-000	10/05/12 DEDUCTION	20.00
120743	10/05	PAYNE & DOLAN INC.	110-03-53103-355-000	09/12 ASPHALT MATERI	241.90
120744	10/05	REINDERS INC.	524-05-50101-369-000	RAKE MOUNT KIT	579.56
120745	10/05	WEST GROUP	110-01-50301-322-000	08/12 SUBSCRIPTIONS	292.00
120746	10/05	DOVER FLAG & MAP	110-05-55109-389-000	REPAIR FLAG POLE	38.75
120747	10/05	AT&T	110-02-52203-225-000	09/22-10/21 REPEATER	199.72
120748	10/05	CHASE BANK KENOSHA	110-00-21513-000-000	10/05/12 HRLY DEDCT	20,035.52
			110-00-21612-000-000	10/05/12 HRLY DEDCT	11,435.33
			110-00-21511-000-000	10/05/12 HRLY DEDCT	7,746.47
			110-00-21614-000-000	10/05/12 HRLY DEDCT	2,928.72
			110-00-21514-000-000	10/05/12 HRLY DEDCT	2,928.68
				..... CHECK TOTAL	45,074.72
120749	10/05	WISCONSIN SCREEN PROCESS, INC	110-02-52206-344-000	09/12-FD ENG#1 DECAL	118.32
120750	10/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	09/12 SW TOOLS AND S	299.00
			110-03-53103-354-000	09/12 ST TOOLS AND S	225.80
			110-03-53103-354-000	09/12 ST TOOLS AND S	225.80
			110-05-55109-344-000	08/12 PA TOOLS AND S	202.50
			501-09-50104-361-000	09/12 SW TOOLS AND S	55.53
				..... CHECK TOTAL	1,008.63
120751	10/05	UNIVERSAL MASONRY	414-11-51202-583-000	TUCKPOINTING	9,694.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120752	10/05	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	10/05/12 DEDUCTION	125.23
120753	10/05	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	09/12-PA REPAIR GOLF	126.60
120754	10/05	AECOM TECHNICAL SERVICES INC	493-11-50111-219-000	6/2-7/6 PHASE II ESA	5,490.33
			420-11-51104-219-000	6/28-9/14 KEP DEMO	4,869.03
			495-11-50109-219-000	6/2-7/6 PHASE II ESA	1,459.45
			495-11-50105-219-000	6/2-7/6 PHASE II ESA	640.16
			493-11-50104-219-000	6/2-7/6 PHASE II ESA	602.77
			495-11-50101-219-000	6/2-7/6 PHASE II	383.63
			493-11-50106-219-000	6/2-7/6 PHASE II ESA	355.86
			493-11-50110-219-000	6/2-7/6 PHASE II ESA	315.30
			495-11-50107-219-000	6/2-7/6 PHASE II ESA	296.89
			493-11-50108-219-000	6/2-7/6 PHASE II ESA	141.07
			495-11-50103-219-000	6/2-7/6 PHASE II ESA	84.64
			493-11-50103-219-000	6/2-7/6 PHASE II ESA	61.06
			495-11-50108-219-000	6/2-7/6 PHASE II ESA	39.54
			495-11-50106-219-000	6/2-7/6 PHASE II ESA	10.77
				..... CHECK TOTAL	14,750.50
120755	10/05	CONNEY SAFETY PRODUCTS	110-02-52206-367-000	SAFETY VEST	241.67
120756	10/05	MESSERLI & KRAMER P.A.	110-00-21581-000-000	10/05/12 DEDUCTION	175.08
120757	10/05	CICCHINI ASPHALT LLC	402-11-51111-589-000	EST 3-RESURFACING CO	277,563.39
			403-11-51002-588-000	EST 3-STORM SWR-60TH	48,333.50
				..... CHECK TOTAL	325,896.89
120758	10/05	AECOM TECHNICAL SERVICES INC	493-11-50107-219-000	6/2-7/6 PHASE II ESA	738.66
120759	10/05	UNISOURCE WORLDWIDE	110-01-51101-311-000	09/12-FN PAPER PRODU	415.18
			110-01-51101-311-000	09/12-FN PAPER PRODU	127.39
				..... CHECK TOTAL	542.57
120760	10/05	HUMANA CLAIMS	611-09-50101-155-527	10/04/12 PHARMACY	9,579.17
			611-09-50101-155-527	10/04/12 MED CLAIMS	7,098.19
			611-09-50101-155-527	10/03/12 PHARMACY	2,083.22
			611-09-50101-155-527	10/03/12 MED CLAIMS	1,108.37
			 CHECK TOTAL	19,868.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120761	10/05	EMERGING COMMUNITIES CORP	420-11-51004-219-000	10/12 CONSULT SERVIC	2,500.00
120762	10/05	DUNCAN SOLUTIONS	110-00-45203-902-000	HANDHELDS, SOFTWARE,	5,000.00
120763	10/05	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	10/05/12 DEDUCTION	17.41
120764	10/05	WIS DEPT OF TRANSPORTATION	110-02-52107-263-000	PO GALLEY 8/20-24	129.40
120765	10/05	BCF CONSTRUCTION CORP	405-11-51217-589-822	EST 1-TRAIL-PHASE 8	64,125.00
120766	10/05	JOHNSON BANK	110-00-21532-000-000	10/05/12 CITY HRLY	820.39
			110-00-21532-000-000	10/05/12 WATER HRLY	499.62
				..... CHECK TOTAL	1,320.01
120767	10/05	FASTENAL COMPANY	501-09-50105-344-000	09/12 SW TOOLS/MATER	252.54
120768	10/05	CRISPELL SNYDER INC	402-11-51201-219-000	LINCOLN RD PROJECT	5,100.00
120769	10/05	MINNESOTA/WI PLAYGROUND	405-11-51217-589-821	PLAYGROUND/ICE RINK	15,000.00
			405-11-51217-589-821	PLAYGROUND/ICE RINK	4,950.00
				..... CHECK TOTAL	19,950.00
120770	10/05	TENNESSEE CHILD SUPPORT	110-00-21581-000-000	10/05/12 DEDUCTION	71.53
120771	10/05	PRINTERY, THE	713-00-21952-000-000	BIKE PATH MAPS	574.00
			713-00-21952-000-000	CONTINGENCY	45.00
				..... CHECK TOTAL	619.00
120772	10/05	BIG SKY RACKS, INC.	422-11-51205-561-000	ELECTRIC LOCKING MNT	1,162.07
			422-11-51205-561-000	VERTICAL MNT BRACKET	219.50
				..... CHECK TOTAL	1,381.57
120773	10/05	ZIGNEGO COMPANY, INC	402-11-51211-589-000	EST 1-STREET REPAIRS	200,001.04
120774	10/05	DEPT. OF HEALTH AND FAMILY	262-06-50101-259-000	#5482306 SANCHEZ	50.00
			262-06-50101-259-000	#5482306 MAKI-LEAD	50.00
				..... CHECK TOTAL	100.00
120775	10/05	ASSOC. OF SWAT PERSONNEL	110-02-52107-264-000	4 OFFICERS 10/22/12	108.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120776	10/05	GALLS, LLC	110-02-52203-369-000	SCBA MASK BAG-RED	162.57
120777	10/05	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/05/12 DEDUCTION	104.00
120778	10/05	J EWENS DESIGN INC	520-09-50201-344-000	08/12-TD 3M VINYL LE	994.50
120779	10/05	MENARDS (KENOSHA)	524-05-50101-357-000	09/12-GO MERCHANDISE	253.80
			110-02-52203-382-000	09/12-FD#3 MERCHANDI	116.68
			110-03-53110-361-000	09/12-ST MERCHANDISE	63.82
			501-09-50105-235-000	09/12-SW MERCHANDISE	58.63
			110-03-53110-361-000	09/12-ST MERCHANDISE	44.95
			110-03-53113-389-000	09/12-WA MERCHANDISE	29.99
			110-01-51801-389-000	09/12-MB MERCHANDISE	28.48
			110-03-53110-389-000	09/12-ST MERCHANDISE	8.45
			110-01-51801-389-000	09/12-MB MERCHANDISE	6.84
				..... CHECK TOTAL	611.64
120780	10/05	WIS SCTF	110-00-21581-000-000	10/05/12 HRLY DEDCT	1,339.67
120781	10/05	HALLMAN LINDSAY	524-05-50101-244-000	09/12-PA PAINT/PRODU	88.36
120782	10/05	REFRIGERANT RECOVERY INC	110-03-53116-219-000	09/12 DISPOSAL WHITE	286.00
120783	10/05	GRAINGER	521-09-50101-344-000	09/12-AR PARTS/MATER	438.55
			521-09-50101-344-000	09/12-AR PARTS/MATER	438.55
			521-09-50101-344-000	09/12-AR PARTS/MATER	438.55
			521-09-50101-382-000	09/12-AR PARTS/MATER	9.92
				..... CHECK TOTAL	1,325.57
120784	10/05	MIDWEST GRAPHICS SERVICES	405-11-51217-589-822	08/12 SUNRISE PARK	70.00
120785	10/05	PROMO 540	630-09-50101-393-000	OUTDOOR CITY FLAGS	1,527.95
120786	10/05	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	09/12 FD #3 CONSUMAB	192.75
			110-02-52203-382-000	09/12 FD #3 CONSUMAB	191.00
				..... CHECK TOTAL	383.75
120787	10/05	PROCESSWORKS INC.	110-00-21578-000-000	10/02/12 CHECK REG	681.66
120788	10/05	MOBILE CONCEPTS BY SCOTTY	110-02-52204-383-000	CHAUVET SMOKE FLUID	145.00
			110-02-52204-383-000	REMOTE CONTROL	73.00
			 CHECK TOTAL	218.00

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120789	10/05	RED THE UNIFORM TAILOR	110-02-52206-367-000	09/12 FD-UNIFORMS	251.25
			110-02-52103-367-000	08/12 POLICE UNIFORM	217.80
			110-02-52103-367-000	09/12 POLICE UNIFORM	202.80
			110-02-52103-367-000	09/12 POLICE UNIFORM	139.90
			110-02-52103-367-000	09/12 POLICE UNIFORM	85.00
			110-02-52206-367-000	09/12 FD-UNIFORMS	83.75
			110-02-52206-367-000	09/12 FD-UNIFORMS	83.75
			110-02-52103-367-000	08/12 POLICE UNIFORM	41.95
				..... CHECK TOTAL	1,106.20
120790	10/05	DOUBLE D CONSTRUCTION INC	758-09-50110-259-853	DRAW 1-5810 19 REHAB	30,950.00
120791	10/05	IOD INCORPORATED	110-09-56405-161-000	8/27/12 W/C	7.95
120792	10/05	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	8/8/12 W/C	31.45
120793	10/05	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	8/8/12 W/C	309.00
120794	10/05	AURORA HEALTH CARE	110-09-56405-161-000	8/10/12 W/C	17,778.59
			110-09-56405-161-000	7/3/12 W/C	371.91
			110-09-56405-161-000	8/9/12 W/C	275.39
				..... CHECK TOTAL	18,425.89
120795	10/05	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	7/3/12 W/C	268.12
			110-09-56405-161-000	8/13/12 W/C	49.86
				..... CHECK TOTAL	317.98
120796	10/05	ORTHOPEDIC SURGEONS OF WI SC	110-09-56405-161-000	7/23/12 W/C	127.50
120797	10/05	PRESCRIPTION PARTNERS LLC	110-09-56405-161-000	8/15/12 W/C	390.26
120798	10/05	INTEGRATED SPINE CARE S.C.	110-09-56405-161-000	8/15/12 W/C	205.70
120799	10/05	WORK INJURY MGMT SOLUTIONS	110-09-56405-161-000	8/15/12 W/C	219.00
			110-09-56405-161-000	8/10/12 W/C	219.00
				..... CHECK TOTAL	438.00
120800	10/05	FIREHOUSE PERFORMANCE	110-02-52103-344-000	09/12 PD TIRES AND S	258.57
120801	10/05	FOX, DAVID	110-00-46394-000-000	APPLIANCE STICKER	15.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120802	10/05	GRAHBER, MASON	110-00-21905-000-000	2012 SPORTS COMPLEX	50.00
120803	10/05	BAY NATIONAL TITLE COMPANY	110-00-21109-000-000	2012 SPECL ASSESSMT	172.12
120804	10/10	CHESTER ELECTRONICS SUPPLY	206-02-52205-363-000	09/12 FD #1 PARTS &	16.99
120805	10/10	CLERK OF CIRCUIT COURT	110-01-50301-219-000	9 SMALL CLAIM FEES	56.25
120806	10/10	VIKING ELECTRIC SUPPLY	110-02-52203-382-000	09/12 FD #7 ELECTRIC	28.63
120807	10/10	GENERAL COMMUNICATIONS, INC.	110-03-53103-231-000	09/12-ST MISC. ITEMS	20.70
120808	10/10	HWY C SERVICE	205-03-53119-357-000	09/12-ST SERVICE/PAR	238.17
			110-02-52203-344-000	09/12-FD SERVICE/PAR	198.62
			205-03-53119-353-000	09/12-ST SERVICE/PAR	156.60
			205-03-53119-357-000	09/12-ST SERVICE/PAR	45.78
			110-02-52203-344-000	09/12-FD SERVICE/PAR	29.75
			206-02-52205-344-000	09/12-FD SERVICE/PAR	21.76
				..... CHECK TOTAL	690.68
120809	10/10	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	09/12-ST ELECTRICAL	180.89
			110-02-52203-246-000	09/12-FD ELECTRICAL	81.86
			110-03-53109-361-000	09/12-ST ELECTRICAL	20.75
			110-03-53109-375-000	09/12-ST ELECTRICAL	16.90
				..... CHECK TOTAL	300.40
120810	10/10	JANTZ AUTO SALES INC	110-02-52103-219-000	09/12-#12-140974 TOW	135.00
120811	10/10	SCOUT LEADERS RESCUE SQUAD	222-09-50101-294-000	3RD QTR '12 RETAINER	1,250.00
120812	10/10	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	08/12 12-129122 LAB	49.60
			110-02-52101-219-000	08/12 12-132717 LAB	49.60
			110-02-52101-219-000	08/12 12-126198 LAB	49.60
				..... CHECK TOTAL	148.80
120813	10/10	KENOSHA NEWS	110-01-51601-321-000	09/12 CBDG & HOME	353.46
			110-01-51303-326-000	09/12 EXHIBIT BLDR	158.25
				..... CHECK TOTAL	511.71
120814	10/10	NOTARY BOND RENEWAL SERVICE	110-01-50101-311-000	4 YR BOND-S CARLSON	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120815	10/10	SHOPKO	110-01-51201-311-000	04/12 CT MERCHANDISE	34.35
120816	10/10	SUMMERS GARDEN OF KENOSHA	110-01-51301-311-000	10/12 ARRANGEMENTS	135.00
120817	10/10	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	FACE, 30X9	667.50
			110-03-53110-372-000	BLANK, 30" X 9"X.080	382.52
			110-03-53110-372-000	STOP AHEAD SIGN	127.72
			110-03-53110-372-000	BLANK, 48"X9" X.080	93.60
			110-03-53110-372-000	BLANK, 42"X9" X.080	80.40
				..... CHECK TOTAL	1,351.74
120818	10/10	VULCAN MATERIALS COMPANY	501-09-50105-354-000	09/12-AGGREGATE MATE	1,996.73
120819	10/10	WE ENERGIES	110-01-51801-221-000	#39 08/24-09/25	6,777.66
			520-09-50301-221-000	#39 08/27-09/26	3,998.51
			520-09-50401-221-000	#39 08/23-09/20	2,084.34
			521-09-50101-221-000	#39 08/27-09/24	1,602.98
			521-09-50101-221-000	#39 08/27-09/26	1,565.83
			110-02-52203-221-000	#39 08/22-09/23	1,537.91
			110-05-55109-221-000	#39 08/22-09/24	1,271.93
			110-03-53103-221-000	#39 08/22-09/24	1,183.27
			110-02-52203-221-000	#39 08/27-09/26	932.73
			110-03-53109-221-000	#39 08/26-09/25	876.16
			110-03-53109-221-000	#39 08/23-09/24	707.10
			110-01-51802-221-000	#39 912 35TH ST	703.36
			110-03-53109-221-000	#39 08/28-09/27	594.76
			110-03-53109-221-000	#39 08/27-09/26	580.93
			110-03-53109-221-000	#39 08/23-09/26	487.79
			110-05-55111-221-000	#39 08/24-09/26	391.65
			110-03-53109-221-000	#39 08/02-08/29	276.11
			110-03-53109-221-000	#39 08/22-09/23	268.44
			110-01-51801-222-000	#39 08/23-09/24	253.83
			110-02-52110-221-000	#39 08/23-09/24	242.63
			110-05-55111-221-000	#39 08/23-09/24	239.74
			110-05-55109-221-000	#39 08/23-09/24	161.93
			110-01-51802-221-000	#39 1715 52ND ST	138.98
			633-09-50101-222-000	#39 08/23-09/21	124.39
			520-09-50301-222-000	#39 08/26-09/25	122.82
			110-03-53103-221-000	#39 08/22-09/23	119.31
			110-03-53116-222-000	#39 08/23-09/24	104.50
			110-05-55102-221-000	#39 07/26-09/25	95.16
			110-05-55109-222-000	#39 08/22-09/24	71.94
			110-02-52203-222-000	#39 08/21-09/20	71.79
			110-02-52203-222-000	#39 08/27-09/26	71.28
			110-02-52203-222-000	#39 08/23-09/24	62.51
			110-03-53103-222-000	#39 08/22-09/23	52.01
			110-05-55109-221-000	#39 08/28-09/27	49.99
			632-09-50101-222-000	#39 08/22-09/24	45.24
			521-09-50101-221-000	#39 07/29-09/26	42.69

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			110-02-52203-222-000	#39 08/22-09/23	41.52
			521-09-50101-222-000	#39 08/27-09/26	38.15
			110-05-55111-222-000	#39 08/23-09/24	27.20
			520-09-50401-222-000	#39 08/21-09/20	25.97
			110-05-55109-221-000	#39 08/26-09/25	21.88
			521-09-50101-222-000	#39 07/29-09/26	20.77
			110-02-52110-222-000	#39 08/23-09/24	14.49
			110-05-55109-222-000	#39 08/26-09/25	8.70
			110-02-52103-222-000	#39 08/28-09/27	8.70
			110-01-51802-221-000	#39 2210 52ND ST	1.50CR
			110-05-55111-222-000	#39 06/25-09/24	130.56CR
				..... CHECK TOTAL	27,987.52
120820	10/10	WIS FUEL & HEATING INC	520-09-50106-341-000	09/12 TD DIESEL FUEL	26,531.49
120821	10/10	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	09/12 SWEEPER PARTS/	518.00
120822	10/10	KENOSHA AREA CHAMBER	761-09-50101-323-000	11/12-11/13 MBRSHIP	150.00
120823	10/10	DWD-UI	520-09-50101-157-000	09/12 UNEMPLOYMENT	6,375.37
			110-09-56308-157-000	09/12 UNEMPLOYMENT	3,522.44
			110-00-15201-000-000	09/12 UNEMPLOYMENT	355.00
			110-00-15601-000-000	09/12 UNEMPLOYMENT	224.66
				..... CHECK TOTAL	10,477.47
120824	10/10	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	10/12 SPCL TRANSPRT	18,333.00
			520-09-50301-258-000	10/12 WKND DISPATCH	584.00
				..... CHECK TOTAL	18,917.00
120825	10/10	TDS METROCOM	110-01-51801-227-000	10/12 PHONE LINES	3,884.75
			110-01-51801-225-000	10/12 PHONE CALLS	412.86
			110-00-14401-000-000	10/12 MAIN PHONE	339.25
			110-00-15202-000-000	10/12 MAIN PHONE	306.25
			520-09-50301-227-000	10/12 PHONE LINES	303.46
			110-03-53103-227-000	10/12 PHONE LINES	244.62
			110-05-55109-227-000	10/12 PHONE LINES	239.46
			521-09-50101-227-000	10/12 PHONE LINES	231.36
			110-01-51801-227-000	09/12 FIRE LINES	172.53
			632-09-50101-227-000	10/12 PHONE LINES	152.52
			501-09-50101-227-000	10/12 PHONE LINES	134.10
			524-05-50101-227-000	10/12 PHONE LINES	102.84
			520-09-50401-227-000	10/12 PHONE LINES	92.10
			110-02-52110-227-000	10/12 PHONE LINES	89.79
			110-02-52108-225-000	10/12 PHONE LINES	84.00
			110-02-52203-227-000	10/12 PHONE LINES	81.42
			110-03-53116-227-000	10/12 PHONE LINES	55.26
			110-01-51801-225-000	09/12 FIRE LINES	46.11
			520-09-50301-225-000	10/12 PHONE CALLS	45.73
			632-09-50101-225-000	10/12 PHONE CALLS	37.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			206-02-52205-227-000	10/12 PHONE LINES	36.84
			110-05-55111-227-000	10/12 PHONE LINES	36.84
			110-02-52110-225-000	10/12 PHONE CALLS	36.30
			110-03-53103-225-000	10/12 PHONE CALLS	30.26
			110-02-52108-225-000	10/12 PHONE CALLS	20.97
			501-09-50101-225-000	10/12 PHONE CALLS	20.21
			521-09-50101-225-000	10/12 PHONE CALLS	8.11
			110-05-55109-225-000	10/12 PHONE CALLS	7.45
			524-05-50101-225-000	10/12 PHONE CALLS	7.05
			110-03-53116-225-000	10/12 PHONE CALLS	4.42
			110-02-52203-225-000	10/12 PHONE CALLS	.79
			206-02-52205-227-000	10/12 PHONE CALLS	.14
			520-09-50401-227-000	10/12 PHONE CALLS	.07
				..... CHECK TOTAL	7,265.55
120826	10/10	OFFICEMAX	110-02-52103-311-000	09/12-PD#2299 OFFICE	188.74
			110-05-55109-311-000	09/12-PA#2300 OFFICE	83.20
			110-01-51101-311-000	09/12-FN#2301 OFFICE	61.63
				..... CHECK TOTAL	333.57
120827	10/10	LINCOLN CONTRACTORS SUPPLY	110-03-53103-361-000	SAW	1,915.00
			501-09-50105-361-000	09/12-SW TOOLS/SUPPL	29.98
				..... CHECK TOTAL	1,944.98
120828	10/10	BACCHUS BILLIARDS	110-00-44509-000-000	AMUSE/REC LIC	200.00
120829	10/10	ACCURATE PRINTING CO., INC.	110-01-51201-311-000	09/12 CT-ELECTN SPL	1,697.00
			520-09-50301-311-000	09/12 TD-ADA CERTIF	36.00
				..... CHECK TOTAL	1,733.00
120830	10/10	CICCHINI ASPHALT LLC	402-11-51201-585-000	EST 3-RESURFACING	331,088.81
			403-11-51002-588-000	EST 3-STORM SEWER	53,806.75
			413-11-51102-585-000	REHAB LOT 21	2,781.00
				..... CHECK TOTAL	387,676.56
120831	10/10	LEE PLUMBING, INC.	110-01-51801-241-000	09/12 MB TEST RPZ	155.00
			501-09-50105-246-000	09/12 ST HVAC, PLUMB	63.00
			110-03-53103-246-000	09/12 ST HVAC, PLUMB	63.00
			 CHECK TOTAL	281.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120832	10/10	INVESTORS PROPERTY SERVICES	257-06-50499-259-000	#5483204 REPL DECK	2,340.00
120833	10/10	HUMANA CLAIMS	611-09-50101-155-527	10/09/12 MED CLAIMS	167,822.54
			611-09-50101-155-527	10/05/12 MED CLAIMS	92,507.86
			611-09-50101-155-527	10/09/12 PHARMACY	20,797.81
			611-09-50101-155-527	10/05/12 PHARMACY	3,646.86
				..... CHECK TOTAL	284,775.07
120834	10/10	DROPRITE TREE & LANDSCAPE	407-11-51202-219-000	TREE REMOVAL	4,135.00
120835	10/10	TOWN & COUNTRY GLASS	110-01-51801-249-000	09/12-VET'S FOUNTAIN	227.00
120836	10/10	TREES "R" US, INC.	501-09-50106-219-000	PARKWAY TREE PRUNING	26,579.50
			501-09-50106-219-000	PARKWAY TREE PRUNING	17,228.00
			501-09-50106-219-000	09/12-PARKWAY TREE	15,340.00
				..... CHECK TOTAL	59,147.50
120837	10/10	VERIZON WIRELESS	110-03-53103-226-000	9/24-10/23 PW-PHONE	750.81
			110-01-51301-226-000	09/24-10/23 SERVICE	131.49
			110-01-51201-226-000	09/24-10/23 SERVICE	126.32
			110-02-52103-226-000	09/24-10/23 SERVICE	118.15
			110-01-50301-226-000	09/24-10/23 SERVICE	83.35
			520-09-50301-226-000	09/24-10/23 SERVICE	58.46
			110-02-52201-226-000	09/24-10/23 SERVICE	58.46
			110-03-53101-226-000	09/24-10/23 SERVICE	57.83
			110-02-52101-226-000	09/24-10/23 SERVICE	57.78
			110-01-51303-226-000	09/24-10/23 SERVICE	57.78
			110-05-55101-226-000	09/24-10/23 SERVICE	37.17
			110-01-50901-226-000	09/24-10/23 SERVICE	35.28
			631-09-50101-226-000	09/24-10/23 SERVICE	33.96
			110-01-51901-226-000	09/24-10/23 SERVICE	28.43
			206-02-52205-226-000	9/24-10/23 FD-DATA	28.43
			110-02-52103-226-000	9/24-10/23 PD-CELLS	27.84
			501-09-50101-226-000	09/24-10/23 SERVICE	25.64
			521-09-50101-226-000	09/24-10/23 SERVICE	25.20
			110-01-51101-226-000	09/24-10/23 SERVICE	25.14
			110-01-51601-226-000	09/24-10/23 SERVICE	24.95
				..... CHECK TOTAL	1,792.47
120838	10/10	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	09/12 LICENSE/PERMIT	1,008.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
120839	10/10	MALSACK, J	463-11-51002-219-000	9/12 WEED/GRASS "A"	1,053.71			
			401-11-51012-581-000	9/12 WEED/GRASS "C"	904.87			
			461-11-51001-581-000	9/12 WEED/GRASS "B"	846.42			
			110-09-56501-259-570	10/12 6415 28TH AVE	287.09			
			110-09-56501-259-570	10/12 1740 BIRCH RD	248.66			
			110-09-56501-259-570	10/12 4622 10TH AVE	247.38			
			110-09-56501-259-570	10/12 1904 61ST ST	239.86			
			110-09-56501-259-570	10/12 6711 32ND AVE	139.69			
			110-09-56501-259-570	10/12 5418 32ND AVE	133.76			
			110-09-56501-259-570	10/12 4718 10TH AVE	112.75			
			110-09-56501-259-570	10/12 6706 26TH AVE	95.57			
			110-09-56501-259-570	10/12 2505 ROOSVELT	92.08			
			110-09-56501-259-570	10/12 6820 26TH AVE	53.09			
			758-09-50106-259-853	9/12 D-6615 15TH AV	47.50			
			758-09-50110-259-850	9/12 D-5810 19TH AV	38.00			
			461-11-51201-581-000	9/12 4804 37 AV-GRS	29.02			
			110-09-56501-259-570	10/12 8004 22ND AVE	28.69			
			110-09-56501-259-570	10/12 3204 60TH ST	27.78			
			110-09-56501-259-570	10/12 4814 SHERIDAN	19.68			
			758-09-50103-259-850	9/12 D-1414 59TH ST	18.88			
			758-09-50109-259-850	9/12 D-6105 25TH AV	18.87			
			758-09-50108-259-851	9/12 D-5126 21ST AV	18.87			
			758-09-50107-259-850	9/12 D-2103 45TH ST	18.87			
			758-09-50105-259-851	9/12 D-5512 24TH AV	18.87			
			758-09-50104-259-850	9/12 D-6638 16TH AVE	18.87			
				 CHECK TOTAL		4,758.83	
			120840	10/10	BARNES DISTRIBUTION	110-02-52203-344-000	09/12 FD SUPPLIES/RE	223.08
						110-02-52203-344-000	09/12 FD SUPPLIES/RE	108.32
						 CHECK TOTAL	331.40
			120841	10/10	JENSEN TOWING	206-02-52205-344-000	08/12 CAR 71 TOW	145.00
120842	10/10	KIEFT BROTHERS INC.	501-09-50105-359-000	STORM SEWER PIPE	2,291.36			
120843	10/10	BOGDALA, DAVID	110-01-50101-265-000	10/12 REIMBURSE	130.00			
120844	10/10	HAUGAARD, ERIC	110-01-50101-265-000	10/12 REIMBURSE	130.00			
120845	10/10	JULIANA, PATRICK	110-01-50101-265-000	10/12 REIMBURSE	130.00			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120846	10/10	KENNEDY, ANTHONY	110-01-50101-265-000	10/12 REIMBURSE	130.00
120847	10/10	LAMACCHIA, ROCCO	110-01-50101-265-000	10/12 REIMBURSE	130.00
120848	10/10	MICHALSKI, JAN	110-01-50101-265-000	10/12 REIMBURSE	88.00
120849	10/10	OHNSTAD, TOD	110-01-50101-265-000	10/12 REIMBURSE	130.00
120850	10/10	ORTH, MICHAEL	110-01-50101-265-000	10/12 REIMBURSE	130.00
120851	10/10	PROZANSKI, DANIEL	110-01-50101-265-000	10/12 REIMBURSE	130.00
120852	10/10	RUFFOLO, G JOHN	110-01-50101-265-000	10/12 REIMBURSE	130.00
120853	10/10	STARK ASPHALT	402-11-51201-585-000	EST 1-RESURFACING	314,077.37
			403-11-51002-588-000	EST 1-STORM SEWER	46,522.34
				..... CHECK TOTAL	360,599.71
120854	10/10	INSTY-PRINTS	110-03-53103-311-000	09/12 ST-CRKFL HNGR	125.20
120855	10/10	FASTENAL COMPANY	110-05-55109-389-000	09/12 PA TOOLS/MATER	114.75
			205-03-53119-357-000	09/12 ST TOOLS/MATER	114.23
			501-09-50104-344-000	09/12 ST TOOLS/MATER	53.65
			110-05-55109-344-000	09/12 PA TOOLS/MATER	5.59
			110-03-53103-389-000	09/12 ST TOOLS/MATER	3.99
				..... CHECK TOTAL	292.21
120856	10/10	VEIT & COMPANY INC	403-11-51108-589-000	EST 2-PENNOYER OUTFL	10,532.24
120857	10/10	GORDON, SCOTT	110-01-50101-265-000	10/12 REIMBURSE	130.00
120858	10/10	MATHEWSON, KEVIN	110-01-50101-265-000	10/12 REIMBURSE	130.00
120859	10/10	SCHWARTZ, CHRISTINE	110-01-50101-265-000	10/12 REIMBURSE	130.00
120860	10/10	WILSON, CURT	110-01-50101-265-000	10/12 REIMBURSE	130.00
120861	10/10	STEPP EQUIPMENT CO.	630-09-50101-393-000	08/12-SE PARTS/MATER	413.11
			630-09-50101-393-000	08/12-SE RETURN PART	200.67CR
			 CHECK TOTAL	212.44

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120862	10/10	ENVIRONMENTAL CHEMICAL ENT.	110-03-53103-387-000	WINTERIZING WAX	649.95
120863	10/10	SHORELINE BUILDERS	405-11-51105-589-000	EST 3-DREDGING PROJ	61,489.38
120864	10/10	INDUSTRIAL ROOFING SVCS INC	110-01-51802-713-000	HISTORY CENTER ROOF	5,670.00
120865	10/10	PRO AUDIO CO.	222-09-50101-259-000	10/13/12 FALL FEST	250.00
120866	10/10	LARKIN, SUSAN	222-09-50101-259-000	10/13/12 FALL FEST	100.00
120867	10/10	WASTE MANAGEMENT	633-09-50101-253-000	10/12-LI WEEKLY PICK	90.14
			110-01-51801-246-000	10/12-PW PULL CHARGE	55.70
			521-09-50101-219-000	10/12-AR PAPER RECYC	54.08
				..... CHECK TOTAL	199.92
120868	10/10	STATE BAR OF WISCONSIN	110-01-50301-264-000	M KNIGHT-RENEWAL	549.00
			110-01-50301-264-000	E ANTARAMIAN-RNWL	549.00
				..... CHECK TOTAL	1,098.00
120869	10/10	MENARDS (KENOSHA)	110-05-55109-357-000	09/12 PA MERCHANDISE	163.35
			110-03-53103-357-000	09/12 ST MERCHANDISE	127.95
			524-05-50101-357-000	09/12 GO MERCHANDISE	108.16
			501-09-50105-357-000	09/12 SW MERCHANDISE	106.11
			110-02-52206-366-000	09/12 FD #4 MERCHAND	62.16
			110-03-53103-357-000	09/12 ST MERCHANDISE	49.55
			110-03-53110-389-000	09/12 ST MERCHANDISE	33.13
			110-05-55109-244-000	09/12 PA MERCHANDISE	22.62
			110-03-53103-357-000	09/12 ST MERCHANDISE	20.26
				..... CHECK TOTAL	693.29
120870	10/10	HALLMAN LINDSAY	110-05-55104-249-000	09/12-PA PAINT/PRODU	299.60
			524-05-50101-244-000	09/12-PA PAINT/PRODU	80.67
			524-05-50101-244-000	09/12-PA PAINT/PRODU	53.78
				..... CHECK TOTAL	434.05
120871	10/10	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	11/12 PREMIUM	48,717.60
			611-09-50101-155-525	10/12 ADJUSTMENT	68.94
				..... CHECK TOTAL	48,786.54
120872	10/10	GRAINGER	521-09-50101-344-000	09/12-AR PARTS/MATER	438.55
			521-09-50101-344-000	09/12-AR PARTS/MATER	438.55
			110-05-55109-361-000	09/12-PA PARTS/MATER	163.35
			110-05-55109-344-000	09/12-PA PARTS/MATER	86.50
			110-05-55109-361-000	09/12-PA PARTS/MATER	44.24
			521-09-50101-382-000	09/12-AR PARTS/MATER	28.29
			110-05-55109-344-000	09/12-PA PARTS/MATER	7.59
			 CHECK TOTAL	1,207.07

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120873	10/10	CINTAS CORP	110-02-52101-219-000	09/12 PURGE SERVICE	27.50
120874	10/10	WISCONSIN SECRETARY OF STATE	110-01-50101-311-000	FILING FEE-CARLSON	20.00
120875	10/10	GILLIG CORPORATION	520-09-50201-347-000	09/12-BUS PARTS	6.32
			520-09-50201-347-000	09/12-BUS PARTS	4.48
				..... CHECK TOTAL	10.80
120876	10/10	PROCESSWORKS, INC.	110-09-56310-219-000	09/12 ADMIN CHARGES	184.04
120877	10/10	TASER INTERNATIONAL	110-02-52107-264-000	11/7-9 FARCHIONE	375.00
120878	10/10	RED THE UNIFORM TAILOR	110-02-52103-367-000	09/12 POLICE UNIFORM	93.90
120879	10/10	AMERICAN SOCIETY OF POWER	110-01-51801-246-000	M JACKSON-LIC RNWL	30.00
			110-01-51801-246-000	BRISSETTE-LIC RNWL	30.00
				..... CHECK TOTAL	60.00
120880	10/10	OSTHOFF RESORT	110-01-50301-263-000	M KNIGHT 10/25	99.00
			110-01-50301-263-000	W RICHARDSON 10/25	99.00
				..... CHECK TOTAL	198.00
120881	10/10	BUELOW, VETTER, BUIKEMA,	110-01-51001-212-000	08/12 SERVICES	6,044.10
			110-01-51001-212-000	08/12 SERVICES	302.50
			110-01-51303-212-000	08/12 SERVICES	137.50
				..... CHECK TOTAL	6,484.10
120882	10/10	DOUBLE D TWO INVESTMENTS	110-00-21109-000-000	SPCL ASMT 3915 30TH	3.22
120883	10/10	REHMAN, UMAIR	110-00-44709-000-000	BARTENDER LICENSE	50.00
120884	10/10	WOLVERINE BUILDING GROUP	110-00-21119-000-000	ESCROW-4002 52 ST	4,000.00
120885	10/10	CORONA, BEATRIZ	110-00-21905-000-000	BEACH HOUSE-09/28/12	300.00
120886	10/10	TRUJILLO, LISSETE	110-00-21905-000-000	BEACH HOUSE-09/29/12	300.00
120887	10/10	BUTTERA, RANDI	110-00-21905-000-000	ORIBILETTI-09/29/12	100.00
120888	10/10	VILLALOBOS, MARIA G	110-00-44709-000-000	BARTENDER LICENSE	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120889	10/10	SHINN, ROBERT D	110-00-44709-000-000	BARTENDER LICENSE	50.00
120890	10/10	GUARASCIO, ARAYEL A	110-00-44709-000-000	BARTENDER LICENSE	50.00
120891	10/10	CARLS, COURTNEY K	110-00-44709-000-000	BARTENDER LICENSE	50.00
120892	10/10	SEXUAL ASSAULT SERVICES OF	110-02-52107-264-000	G GONZALES 10/03-04	50.00
120893	10/10	BLISE, PAULA	110-01-51601-261-000	09/12 515 MILES	285.83
120894	10/10	HIGGINS, MICHAEL	110-01-50901-263-000	9/26-28 APPLETON	75.00
120895	10/10	WIENKE, DANIEL	110-02-52102-367-000	2012 CLOTHING ALLOW	392.80
120896	10/10	KOPP, NICOLE	110-02-52102-367-000	2012 CLOTHING ALLOW	322.90
120897	10/10	JAMBREK, MARK	110-02-52103-367-000	2012 CLOTHING ALLOW	400.00
120898	10/10	BENVENUTO, NICHOLAS	110-02-52107-341-000	9/24-23 SQD 3088	101.54
			110-02-52107-263-000	9/24-27 MADISON	88.00
			110-02-52107-263-000	9/17-21 MADISON	88.00
				..... CHECK TOTAL	277.54
120899	10/10	THOMSEN, JOHN	110-02-52203-341-000	9/25-28 FALL CONF	49.61
120900	10/10	HARKER, ROBERT	520-09-50101-389-000	CDL RENEWAL	74.00
120901	10/10	KOCHMAN, KRIS	110-01-51301-263-000	UNITED WAY LUNCH	84.46
120902	10/10	MORETTI, PEP	110-02-52103-263-000	9/27/12 WINNEBAGO	12.00
120903	10/10	STICH, AARON A	110-02-52107-263-000	9/24-28 MADISON	88.00
			110-02-52107-263-000	9/17-21 MADISON	88.00
				..... CHECK TOTAL	176.00
120904	10/10	JANKIEWICZ, MORGAN	110-02-52107-263-000	9/24-28 MADISON	113.00
120905	10/10	PPEFFER, RYAN L	110-02-52103-263-000	09/28/12-WINNEBAGO	12.00
120906	10/12	BINDELLI BROTHERS, INC	110-09-56501-259-569	09/12 6926 31 AVE	180.00
			110-09-56501-259-569	09/12 1413 61 ST	80.00
			110-09-56501-259-569	09/12 5706 8 AVE	60.00
			 CHECK TOTAL	320.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120907	10/12	RNOW, INC.	630-09-50101-393-000	09/12 PARTS/MATERIAL	2,166.04
			630-09-50101-393-000	09/12 PARTS/MATERIAL	2,100.86
			630-09-50101-393-000	09/12 PARTS/MATERIAL	1,250.25
			630-09-50101-393-000	09/12 PARTS/MATERIAL	406.21
			630-09-50101-393-000	09/12 PARTS/MATERIAL	334.90
			630-09-50101-393-000	09/12 PARTS/MATERIAL	117.99
			630-09-50101-393-000	09/12 PARTS/MATERIAL	48.22
			630-09-50101-393-000	09/12 PARTS/MATERIAL	22.14
			630-09-50101-393-000	09/12 RETURN	85.37CR
			..... CHECK TOTAL	6,361.24	
120908	10/12	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2012- 4TH PYMT	104,875.62
120909	10/12	GENERAL FIRE EQUIPMENT CO	422-11-51205-561-000	CONTOUR CONSOLE	3,391.50
			422-11-51205-561-000	LAPTOP MOUNT	1,905.70
			422-11-51205-561-000	MOLDED CUP HOLDER	442.00
				..... CHECK TOTAL	5,739.20
120910	10/12	HWY C SERVICE	630-09-50101-393-000	09/12 #3120 PARTS/SP	660.95
			630-09-50101-393-000	09/12 #3094 PARTS/SP	278.50
			630-09-50101-393-000	09/12 #3094 PARTS/SP	136.41
				..... CHECK TOTAL	1,075.86
120911	10/12	CARDINAL HEALTH	206-02-52205-318-000	09/12 MEDICAL SUPPL	436.63
120912	10/12	KEN-CRETE PRODUCTS CO., INC.	110-03-53103-355-000	09/12 CONCRETE/MTRL	5,500.00
			501-09-50105-355-000	09/12 CONCRETE/MTRL	4,248.88
				..... CHECK TOTAL	9,748.88
120913	10/12	KRANZ, INC.	630-09-50101-393-000	09/12 PRODUCTS	712.14
			630-09-50101-393-000	09/12 PRODUCTS	706.30
			630-09-50101-393-000	10/12 PRODUCTS	705.08
				..... CHECK TOTAL	2,123.52
120914	10/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	10/12/12 CITY HRLY	13,140.87
			110-00-21562-000-000	10/12/12 HRLY DEDCT	3,483.35
				..... CHECK TOTAL	16,624.22
120915	10/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	10/15/12 CITY SAL	41,811.94
			110-00-21562-000-000	10/15/12 WATER SAL	6,839.50
			110-00-21562-000-000	10/15/12 LIBRARY SAL	6,435.89
			 CHECK TOTAL	55,087.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120916	10/12	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	10/12 ANIMAL CONTROL	11,689.78
120917	10/12	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	09/12 PRISONER MAINT	3,976.00
120918	10/12	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	10/15/12 CITY SAL	749.82
			110-00-21541-000-000	10/15/12 LIBRARY SAL	230.00
			110-00-21541-000-000	10/15/12 WATER SAL	47.00
				..... CHECK TOTAL	1,026.82
120919	10/12	LABOR PAPER, THE	524-05-50101-326-000	09/12 GOLF COURSE	30.00
120920	10/12	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/9/12 W/C	577.90
			110-02-52101-219-000	09/12 12-141695 LAB	49.60
			110-02-52101-219-000	09/12 12-141674 LAB	49.60
			110-02-52101-219-000	09/12 12-137757 LAB	49.60
				..... CHECK TOTAL	726.70
120921	10/12	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	10/15/12 SAL DEDUCT	92,282.00
120922	10/12	M A TRUCK PARTS	520-09-50201-347-000	09/12 STMT TD MATERI	1,039.36
120923	10/12	SHERWIN WILLIAMS CO.	110-03-53103-389-000	09/12 ST PAINT/SUPPL	141.00
120924	10/12	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	11/12 PREMIUM	11,997.97
			110-09-56304-156-000	11/12 PREMIUM	6,072.58
			110-00-15601-000-000	11/12 PREMIUM	1,348.92
			110-00-15201-000-000	11/12 PREMIUM	1,017.53
			520-09-50401-156-000	11/12 PREMIUM	514.00
			110-00-15202-000-000	11/12 PREMIUM	315.11
			631-09-50101-156-000	11/12 PREMIUM	211.09
			632-09-50101-156-000	11/12 PREMIUM	164.64
			110-00-14401-000-000	11/12 PREMIUM	89.64
			521-09-50101-156-000	11/12 PREMIUM	77.86
			520-09-50105-156-000	11/12 PREMIUM	49.21
			520-09-50201-156-000	11/12 PREMIUM	39.58
			520-09-50301-156-000	11/12 PREMIUM	31.50
			630-09-50101-156-000	11/12 PREMIUM	26.84
			501-09-50101-156-000	11/12 PREMIUM	22.39
			520-09-50403-156-000	11/12 PREMIUM	14.52
			520-09-50101-156-000	11/12 PREMIUM	12.41
			501-09-50103-156-000	11/12 PREMIUM	1.08
			 CHECK TOTAL	22,006.87

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120925	10/12	FIRST SUPPLY CO.	633-09-50101-246-000	09/12 LI-SUPPLIES	4.25
			633-09-50101-246-000	09/1 LI-SUPPLIES	2.55
				..... CHECK TOTAL	6.80
120926	10/12	SHOPKO	110-02-52203-382-000	09/12 FD #3	45.49
			110-02-52103-311-000	09/12 PD MERCHANDISE	33.54
				..... CHECK TOTAL	79.03
120927	10/12	SIMPLEX GRINNELL	521-09-50101-246-000	ANNUAL INSPECTION	2,904.67
120928	10/12	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	SHEETING	793.15
			110-03-53110-372-000	V-LOC WEDGE SW-1	630.00
			110-03-53110-372-000	SHEETING	376.90
				..... CHECK TOTAL	1,800.05
120929	10/12	VULCAN MATERIALS COMPANY	110-03-53103-354-000	09/12 AGGREGATE MATE	90.84
120930	10/12	WELDCRAFT, INC.	110-05-55102-344-000	08/12 PA WELDING SER	51.00
120931	10/12	WILLKOMM INC., JERRY	630-09-50101-392-000	09/12 DIESEL FUEL	26,655.18
			630-09-50101-392-000	09/12 DIESEL FUEL	25,869.60
				..... CHECK TOTAL	52,524.78
120932	10/12	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	10/15/12 DEDUCTION	211.74
120933	10/12	UNITED STATES TREASURY	110-00-21581-000-000	10/12/12 DEDUCTION	20.00
120934	10/12	KENOSHA CO CIRCUIT COURT	110-01-52001-219-000	19 JUDGEMENT FEES	190.00
120935	10/12	REINDERS INC.	630-09-50101-393-000	09/12 CE PARTS & SER	22.47
120936	10/12	WIS FUEL & HEATING INC	630-09-50101-393-000	09/12 CE LUBRICANTS/	2,090.00
120937	10/12	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	7/12 REPAIR FUEL PMP	268.23
120938	10/12	INLAND DETROIT DIESEL	630-09-50101-393-000	09/12 PARTS/MATRLS	4,254.31
			630-09-50101-393-000	09/12 #2390 PARTS	241.21
			520-09-50201-347-000	09/12 TD-PARTS/MATRL	62.87
			 CHECK TOTAL	4,558.39

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120939	10/12	CHASE BANK KENOSHA	110-00-21513-000-000	10/15/12 SAL DEDUCT	205,153.43
			110-00-21612-000-000	10/15/12 SAL DEDUCT	69,058.33
			110-00-21511-000-000	10/15/12 SAL DEDUCT	46,782.19
			110-00-21614-000-000	10/15/12 SAL DEDUCT	21,300.07
			110-00-21514-000-000	10/15/12 SAL DEDUCT	21,299.72
			110-00-21513-000-000	10/12/12 HRLY DEDCT	20,217.27
			110-00-21612-000-000	10/12/12 HRLY DEDCT	11,547.38
			110-00-21511-000-000	10/12/12 HRLY DEDCT	7,822.39
			110-00-21514-000-000	10/12/12 HRLY DEDCT	2,914.93
			110-00-21614-000-000	10/12/12 HRLY DEDCT	2,914.81
				..... CHECK TOTAL	409,010.52
120940	10/12	DREAMSCAPE LAWN CARE	633-09-50101-249-000	09/12 WKLY LAWN CARE	122.48
			633-09-50101-249-000	09/12 LAWN FERTILIZE	45.00
				..... CHECK TOTAL	167.48
120941	10/12	PREISS, IRENE	110-02-52203-165-000	10/12 BENEFIT	410.53
120942	10/12	ZAK, PAUL	110-02-52203-165-000	10/12 BENEFIT	861.97
120943	10/12	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	10/12 ARMOR CAR SERV	297.44
120944	10/12	HOLLAND SUPPLY, INC.	630-09-50101-393-000	09/12 CE-HYDRAULIC	727.91
			630-09-50101-393-000	09/12 CE-HYDRAULIC	298.05
			630-09-50101-393-000	09/12 CE-HYDRAULIC	59.40
			630-09-50101-393-000	09/12 CE-HYDRAULIC	28.80
				..... CHECK TOTAL	1,114.16
120945	10/12	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	10/15/12 SAL DEDUCT	779.00
120946	10/12	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	10/12/12 DEDUCTION	125.23
120947	10/12	S.D.R. TRANSMISSIONS	110-02-52203-344-000	REPLACE TRANSMISSION	2,477.07
120948	10/12	AT CONFERENCE	110-01-51801-225-000	CONF CALLS LEGAL	8.32
120949	10/12	STANCATO, CAROL L.	110-01-51101-262-000	6/11-12/12 CHICAGO	120.00
120950	10/12	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	09/12 SW-MERCHANDISE	450.00
			501-09-50105-355-000	09/12 SW-MERCHANDISE	150.00
			 CHECK TOTAL	600.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120951	10/12	PITNEY BOWES	110-01-51306-311-000	09/12 MAIL MACH. SUP	101.98
120952	10/12	SOUTHPORT HEATING & COOLING	110-02-52203-246-000	PLUMBING REPAIR	74.00
120953	10/12	MESSERLI & KRAMER P.A.	110-00-21581-000-000	10/12/12 DEDUCTION	175.08
120954	10/12	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	09/12 ADMIN-YW COUPN	350.00
			501-09-50102-219-000	09/12 YW COUPON PROG	52.35
			501-09-50102-219-000	10/12 YW COUPON PROG	32.80
				..... CHECK TOTAL	435.15
120955	10/12	CICCHINI ASPHALT LLC	257-06-50453-259-000	EST 1-RESURFACING	109,883.16
			258-06-50453-259-000	EST 1-RESURFACING	13,110.97
			403-11-51002-588-000	EST 1-STORM SEWER	7,200.27
			257-06-50427-259-000	EST 1-RESURFACING	5,044.49
			258-06-50427-259-000	EST 1-RESURFACING	2,108.26
			256-06-50427-259-000	EST 1-RESURFACING	1,313.86
			255-06-50427-259-000	EST 1-RESURFACING	1,088.12
			255-06-50453-259-000	EST 1-RESURFACING	80.51
				..... CHECK TOTAL	139,829.64
120956	10/12	UNISOURCE WORLDWIDE	630-09-50101-393-000	PAPER PRODUCTS	4,892.76
120957	10/12	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	09/12 PURGE SERVICE	27.50
120958	10/12	HUMANA CLAIMS	611-09-50101-155-527	10/11/12 MED CLAIMS	14,225.58
			611-09-50101-155-527	10/11/12 PHARMACY	6,507.38
			611-09-50101-155-527	10/10/12 PHARMACY	3,185.45
			611-09-50101-155-527	10/10/12 MED CLAIMS	1,474.04
				..... CHECK TOTAL	25,392.45
120959	10/12	PAUL CONWAY SHIELDS	110-02-52206-367-000	09/12 TURNOUT GEAR	131.43
120960	10/12	WASTE MANAGEMENT OF WI	110-03-53117-253-416	09/12 1014.22 TONS	23,144.50
			110-03-53117-253-416	09/12 WDNR TONNAGE	13,184.86
			110-03-53117-253-416	09/12 FUEL SURCHARGE	2,003.47
			110-03-53117-253-417	09/12 87.16 TONS	1,988.99
			110-03-53117-253-417	09/12 11 CMPCT PULLS	1,802.35
			501-09-50104-253-000	09/12 53.24 TONS	1,214.94
			110-03-53117-253-417	09/12 WDNR TONNAGE	1,133.08
			501-09-50104-253-000	09/12 WDNR TONNAGE	692.12
			110-03-53117-253-417	09/12 FUEL SURCHARGE	329.68
			110-03-53117-253-416	09/12 ENVIRO SURCHG	282.00
			501-09-50104-253-000	09/12 FUEL SURCHARGE	104.75
			110-03-53117-253-417	09/12 ENVIRO SURCHG	66.00
			501-09-50104-253-000	09/12 ENVIRO SURCHG	12.00
			 CHECK TOTAL	45,958.74

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120961	10/12	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	10/12/12 DEDUCTION	26.87
120962	10/12	CRIVELLO-CARLSON	110-09-56405-212-000	7/9-9/12/12 W/C	5,347.05
			110-09-56405-212-000	8/28-9/13/12 W/C	2,498.46
				..... CHECK TOTAL	7,845.51
120963	10/12	JENSEN TOWING	110-02-52103-219-000	09/12 12-147751 TOW	45.00
			110-02-52103-219-000	10/12 12-155461 TOW	15.00
			110-02-52103-219-000	09/12 SQD #3705 TOW	15.00
				..... CHECK TOTAL	75.00
120964	10/12	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	09/12 COMPACTOR RENT	677.17
120965	10/12	PELION BENEFITS, INC.	110-00-21517-000-000	10/01-15/12 DEDUCTS	2,880.83
120966	10/12	WIS DEPT OF REVENUE	761-00-21512-000-000	09/12 KCM DEDUCT	310.50
120967	10/12	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	09/12 TIRE RECYCLING	900.00
120968	10/12	JOHNSON BANK	110-00-21532-000-000	10/15/12 CITY SAL	7,782.01
			110-00-21532-000-000	10/15/12 WATER SAL	2,421.24
			110-00-21532-000-000	10/15/12 MUSEUM SAL	1,439.17
			110-00-21532-000-000	10/12/12 CITY HRLY	820.39
			110-00-21532-000-000	10/12/12 WATER HRLY	499.62
				..... CHECK TOTAL	12,962.43
120969	10/12	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	10-12/12 ELEVATOR MN	123.72
120970	10/12	TENNESSEE CHILD SUPPORT	110-00-21581-000-000	10/12/12 DEDUCTION	71.53
120971	10/12	WEICHERT REALTORS TRUST ACCT	461-11-51201-581-000	ACQ 4717 36TH AVE	1,000.00
120972	10/12	WEICHERT REALTORS TRUST ACCT	461-11-51201-581-000	ACQ 4723 36TH AVE	1,000.00
120973	10/12	HILTON GARDEN INN	110-02-52107-263-000	D FARCHIONE 11/6-9	210.00
120974	10/12	NYBERG TROPHIES & AWARDS	524-05-50101-311-000	GOLF PLATE ENGRVNGS	48.00
120975	10/12	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/15/12 DEDUCTION	550.00
			110-00-21581-000-000	10/15/12 DEDUCTION	419.00
			110-00-21581-000-000	10/15/12 DEDUCTION	400.00
			110-00-21581-000-000	10/15/12 DEDUCTION	283.00
			110-00-21581-000-000	10/12/12 DEDUCTION	104.00
			 CHECK TOTAL	1,756.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120976	10/12	SAFETY FIRST, INC.	110-02-52206-358-000	NATIONAL FOAM	1,260.00
120977	10/12	NORTHLAND EQUIPMENT	630-09-50101-393-000	09/12 #2446 FURNISH	416.35
120978	10/12	MENARDS (KENOSHA)	110-05-55109-357-000	09/12 PA MERCHANDISE	459.05
			501-09-50105-344-000	09/12 SW MERCHANDISE	200.81
			110-03-53103-355-000	09/12 ST MERCHANDISE	159.21
			501-09-50105-355-000	09/12 ST MERCHANDISE	89.88
			632-09-50101-389-000	09/12 SE MERCHANDISE	16.36
			110-03-53103-389-000	09/12 ST MERCHANDISE	9.55
			632-09-50101-389-000	09/12 SE MERCHANDISE	4.99
				..... CHECK TOTAL	939.85
120979	10/12	WIS SCTF	110-00-21581-000-000	10/15/12 SAL DEDUCT	8,603.31
			110-00-21581-000-000	10/12/12 HRLY DEDCT	1,223.03
				..... CHECK TOTAL	9,826.34
120980	10/12	VILLAGE OF BRISTOL	501-09-50102-219-000	2012 ROOT-PIKE-WIN	3,418.00
120981	10/12	MOTION INDUSTRIES	630-09-50101-393-000	09/12 #2717 MERCHAND	12.01
120982	10/12	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	10/15/12 DEDUCTION	278.00
120983	10/12	ANAYA'S AUTO REPAIR	630-09-50101-393-000	09/12 #2892 REPAIR	245.57
120984	10/12	ROCKFORD IND. WELDING	632-09-50101-389-000	09/12 SUPPLIES/MATER	172.70
120985	10/12	TIME WARNER CABLE	520-09-50301-233-000	10/12 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	10/12 AIRPORT-ROADRU	139.95
				..... CHECK TOTAL	279.90
120986	10/12	GATEWAY TECH COLLEGE	245-09-50101-264-000	13 REG FEES 9/25-27	1,054.82
			245-09-50101-264-000	11 REG FEES 9/11-13	892.54
				..... CHECK TOTAL	1,947.36
120987	10/12	NICOLET NATURAL SE	761-09-50101-389-000	10/12 WATER COOLER	7.95
120988	10/12	BUSCHE, JUDY LLC	110-01-50101-219-000	09/12 PROCESS SERVC	234.00
			110-01-50301-219-000	09/12 PROCESS SERVC	168.00
			 CHECK TOTAL	402.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120989	10/12	BLUEGLOBES INC.	521-09-50101-375-000	09/12 LIGHTS/PARTS	572.04
120990	10/12	PROCESSWORKS INC.	110-00-21578-000-000	10/09/12 CHECK REG	555.00
120991	10/12	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	09/12 PARTS & MATERI	164.58
120992	10/12	RIMKUS, JASON	761-09-50101-111-000	10/01-15/12 SERVICE	1,896.02
			761-00-21514-000-000	10/01-15/12 SERVICE	27.50CR
			761-00-21511-000-000	10/01-15/12 SERVICE	79.64CR
			761-00-21599-000-000	10/01-15/12 SERVICE	94.80CR
			761-00-21512-000-000	10/01-15/12 SERVICE	106.70CR
			761-00-21513-000-000	10/01-15/12 SERVICE	225.00CR
				..... CHECK TOTAL	1,362.38
120993	10/12	PIRO, RALPH	761-09-50101-111-000	10/01-15/12 SERVICE	898.48
			761-00-21514-000-000	10/01-15/12 SERVICE	13.03CR
			761-00-21599-000-000	10/01-15/12 SERVICE	25.00CR
			761-00-21511-000-000	10/01-15/12 SERVICE	37.74CR
			761-00-21512-000-000	10/01-15/12 SERVICE	39.30CR
			761-00-21513-000-000	10/01-15/12 SERVICE	75.00CR
				..... CHECK TOTAL	708.41
120994	10/12	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	8/2/12 W/C	176.00
120995	10/12	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/5/12 W/C	309.00
120996	10/12	UNITED OCC MEDICINE	110-09-56405-161-000	7/30/12 W/C	193.80
120997	10/12	AURORA HEALTH CARE	110-09-56405-161-000	8/3/12 W/C	4,115.46
			110-09-56405-161-000	8/3/12 W/C	621.00
			110-09-56405-161-000	8/3/12 W/C	620.18
			110-09-56405-161-000	7/30/12 W/C	256.34
			110-09-56405-161-000	7/26/12 W/C	256.34
			110-09-56405-161-000	8/9/12 W/C	67.00
				..... CHECK TOTAL	5,936.32
120998	10/12	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	8/20/12 W/C	13.86
			110-09-56405-161-000	8/10/12 W/C	13.86
			 CHECK TOTAL	27.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
120999	10/12	EXAM WORKS INC	110-09-56405-161-000	8/27/12 W/C	1,525.00
121000	10/12	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	8/24/12 W/C	413.33
121001	10/12	LOPEZ, LISA	110-00-21905-000-000	BEACHHOUSE 10/5/12	300.00
121002	10/12	SCHELLING, MARY	110-00-21905-000-000	BEACHHOUSE 10/6/12	100.00
121003	10/12	CALENDARS	110-02-52201-311-000	70-905-20/70-545-05	45.98
121004	10/12	ANDERSON, INGRID	110-00-21905-000-000	BEACHHOUSE 10/7/12	300.00
121005	10/12	VILLAREAL, ISABEL	110-00-21905-000-000	ORIBILETTI 10/6/12	100.00
121006	10/12	BROWN, MARY ANN	110-00-21111-000-000	COURT PYMT R013856	3.60
121007	10/12	HEYNS, BONNIE J	110-00-21111-000-000	COURT PYMT N1256471	40.00
121008	10/12	WENBERG, JOHN D.	110-02-52110-367-000	2012 CLOTHING ALLOW	300.00
121009	10/12	ROMBALSKI, MICHAEL	110-02-52107-263-000	9/30-10/05 STILLWATR	145.00
121010	10/12	LATTERGRASS, PAULA	110-01-51301-263-000	10/2/12 LUNCH MTG	70.13
121011	10/12	GREATHOUSE, JEFFREY W.	110-02-52102-367-000	2012 CLOTHING ALLOW	380.75
121012	10/12	MORRISSEY, JOHN W.	110-02-52107-263-000	9/28-10/4 SAN DIEGO	1,200.84
			110-02-52107-262-000	9/28-10/4 SAN DIEGO	636.36
			110-02-52107-261-000	9/28-10/4 SAN DIEGO	139.00
				..... CHECK TOTAL	1,976.20
121013	10/12	KRAUS, PHILLIP	501-09-50106-264-000	08/01/12 CONFERENCE	70.00
121014	10/12	PETERSON, JULIE	110-09-56405-166-000	12/7/10-7/12/12 MLG	724.82
GRAND TOTAL FOR PERIOD *****					5,407,273.90



Engineering Division
Shelly Billingsley, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

Street Division
John H. Prijic
Superintendent
Waste Division
Rocky Bednar
Superintendent

DEPARTMENT OF PUBLIC WORKS
Michael M. Lemens, P.E., Director

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

November 1, 2012

To: Eric Haugaard, Chairman
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Director of Engineering / City Engineer

Subject: ***Approval of Change Order #1 for Project 12-2032 Underground Storage Tank Area Interim Action at Kenosha Engine Plant***

BACKGROUND INFORMATION

The contract for Project 12-2032 will require a change order for additional mobilization due to the delay in project start and Chrysler Trust Requirements. The change order currently has the start and end dates blank as the City Attorney's office is working with the contractor and the trust to determine the start date of the contract. It is anticipated that a start date can be given to Public Works and Common Council at the Monday meeting.

The additional costs due to this change and the reduction of an asphalt cap pavement (to be completed by others) will result in a net decrease in the contract amount of \$6,633.78.

RECOMMENDATION

Approve the contract change order for additional mobilization and reduction of asphalt cap pavement and recommend to the Common Council that the Mayor be authorized to execute the Change Order.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Underground Storage Tank Area Interim Action at Kenosha Engine Plant

Project Number: 12-2032

C.I.P. Line Item: OT-10-003

Purchase Order #: 120984

Contractor: Veit & Company

Public Works Committee Action: **November 5, 2012**

Finance Committee: **N/A**

Date of Common Council Action: **November 5, 2012**

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended 46 days from the date the contractor is allowed on site. The project will begin no later than _____ and be completed no later than _____.

City and contractor agree that the city will increase the Mobilization line item by \$27,077.78 from \$13,000 to \$40,077.78 and remove the Asphalt Cap Pavement line item in the amount of \$33,444 for a net decrease in the contract amount of \$6,633.78.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE

·Planning & Zoning
·Community Development

262.653.4030
262.653.4045 FAX
Room 308



·Building Inspections
·Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

TO: Mayor Bosman and Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections 

RE: **Conditional Use Permit for a new public safety communication tower to be located at 6210 60th Street. (Kenosha County/Nash Park) (District #15)**

DATE: October 30, 2012

The Conditional Use Permit application for the new public safety communication tower came before the City Plan Commission at their meeting on October 18, 2012.

The City Plan Commission made two recommendations:

1. To change Condition 2.b. - Remove the first sentence: *The barbed wire shown on the fence shall be removed.* The new 2.b. to read as follows: The chain-link fence shall be shown as vinyl-coated chain-link and revised plans submitted for review and approval.
2. To Change Condition 2.a. - The type of exterior material for the building to aggregate stone instead of the brick. The new 2.a. is to read as follows: The exterior material of the equipment shelter shall be aggregate stone as shown in Exhibit "A" provided in the application.

At the Airport Commission meeting on Wednesday, October 24, 2012, discussion was held on the height of the tower. The Commission ultimately voted to move forward with No Recommendation (Ayes 4; Noes 0).

At the Parks Commission meeting on Monday, October 29, 2012, recommended approval of the Conditions as Amended by the City Plan Commission. (Ayes 5; Noes 0)

If you have any questions, please contact me at 653-4034 or via email at rschroeder@kenosha.org.

RS:kas
Attachment

Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 18, 2012	Item 1
Conditional Use Permit for a new public safety communication tower to be located at 6210 60th Street. (Kenosha County/Nash Park) (District #15) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: 6210 60th Street
 Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Orth, as well as the Alderman of the adjacent district, Alderman Gordon, has been notified. This item will also be reviewed by the Airport Commission and Parks Commission, before final approval by the Common Council.

ANALYSIS:

- Kenosha County has submitted the attached application for a Conditional Use Permit to construct a new public safety communication tower on the property owned by the City of Kenosha in Nash Park. The proposed tower would be three hundred thirteen (313') feet tall and would include a fenced compound on the ground with an equipment building and paved access drive to the site. The tower would be lattice-type construction with either three (3) or four (4) legs. By Ordinance, the tower cannot have guy wires. This proposed tower would replace the existing County-owned tower located at 5400 60th Street. The existing tower is nearing the end of its useful life so the County is hoping to replace it soon.
- The location of the tower is based on and complies with the recently adopted Amendment to the Zoning Ordinance that allowed this specific use as a Conditional Use. The height of the tower is established by the Review Authority, which is the Common Council. The City Plan Commission reviewed that Zoning Ordinance Amendment at their August 9, 2012 meeting.
- Based on the height of the tower, which exceeds the airport height limit by approximately one hundred seventy-eight (178") feet and its proximity to the Kenosha Regional Airport, the Federal Aviation Administration (FAA) must determine if the tower is a hazard to aviation. While the formal report has not been received by the City from the FAA, Staff has received word from Kenosha County that the FAA has given a verbal determination that the tower is not a hazard to aviation. If the formal opinion is received prior to the City Plan Commission meeting, Staff will provide a copy of that document. According to the Zoning Ordinance, the Airport Commission must also review the application and determine if the tower is a hazard to aviation.
- The Parks Commission will be reviewing this application since the tower is on City-owned park land.
- Staff has requested the following changes to the plans as submitted:
 - 1) Remove the strands of barbed wire from the fence. Barbed wire is permitted only in Manufacturing districts, not in the Institutional Park District. The Zoning Ordinance includes a provision that barbed wire fencing may be used surrounding a "public utility (or) public use" if approved under a Conditional Use Permit. Staff feels since this is a public park, the barbed wire should not be used.

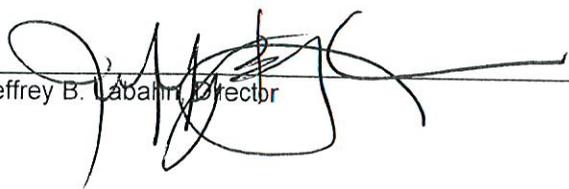
Planning & Zoning Division 625 52 nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	October 18, 2012	Item 1
Conditional Use Permit for a new public safety communication tower to be located at 6210 60th Street. (Kenosha County/Nash Park) (District #15) PUBLIC HEARING			

- 2) A brick exterior for the equipment shelter, rather than an aggregate stone finish. Both finishes were proposed by the County as alternates and both finishes comply with the Zoning Ordinance. However, since this is a City-owned site, we feel the more decorative brick finish should be used.
- 3) A pitched roof to the building that is more compatible with the existing 4:12 roof pitch used on the park pavilion building constructed by US Cellular located near the baseball diamonds. Again, the Plan as proposed with a very small roof pitch meets the Zoning Ordinance. However, Staff is looking for a building that is more compatible with the existing park buildings.
- The plans were sent to City Departments for their review. Their comments are included in the attached Conditions of Approval.
- The plans generally comply with Sections 4 and 14 of the Zoning Ordinance.

RECOMMENDATION:

A recommendation is made to approve the Conditional Use Permit, subject to the attached Conditions of Approval.


 Brian R. Wilke, Development Coordinator


 Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2012/Oct18/fact-cup-pubsafetytower.odt

**** AS AMENDED BY CITY PLAN COMMISSION ****

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Kenosha County/Nash Park 6210 60th Street	October 18, 2012
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1. The following Conditions of Approval will run with the land and shall be included in a document recorded with the Kenosha County Register of Deeds:
 - a. The applicant shall obtain all required construction permits from the Department of Community Development & Inspections. This includes, but is not limited to Erosion Control, Building, Electrical and Occupancy permits.
 - b. The applicant shall obtain a Driveway permit from the Department of Public Works.
 - c. All signs shall comply with Chapter 15 of the Code of General Ordinances and the applicant shall obtain sign permits for all new signs. A separate submission and permits are required for all signs. Sign information provided under the Conditional Use Permit is for reference only and does not constitute sign permit approval.
 - d. The development shall be constructed per the approved plans on file with the Department of Community Development & Inspections, Room 308, 625 52nd Street, Kenosha, WI 53140. Any changes to the approved plans shall require an amendment to the Conditional Use Permit. All changes shall be submitted to the Department of Community Development & Inspections for review and approval.
 - e. Prior to the issuance of any occupancy permits, all parking areas, drives and designated paved areas shall have the initial lift of asphalt installed. The building exterior shall be completed per the approved plans and the Conditional Use Permit shall be recorded with the Kenosha County Register of Deeds. All improvements indicated on the plans, including landscaping, shall be installed prior to the issuance of a final Occupancy permit. The recording fees for the Conditional Use Permit shall be submitted by the applicant.
 - f. Compliance with City and State and/or Federal Codes and Ordinances. The buildings shall comply with the current Code standards in effect upon application for a building permit.
 - g. The applicant shall meet all applicable Conditions of Approval and obtain a building permit within six (6) months of Common Council approval of the Conditional Use Permit or the Conditional Use Permit shall be null and void.
 - h. All vehicles shall be parked within the designated paved areas.

**** AS AMENDED BY CITY PLAN COMMISSION ****

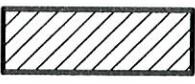
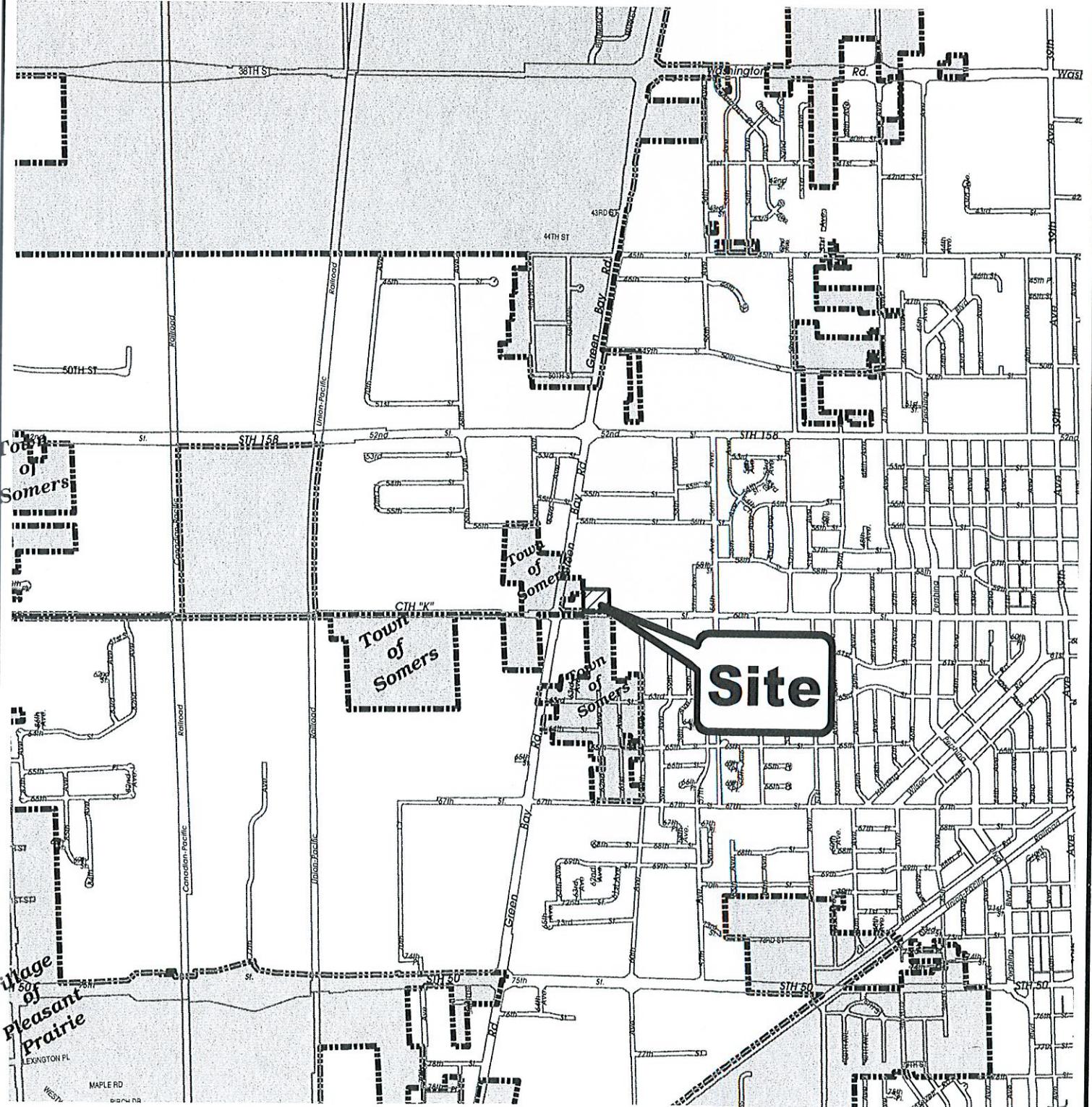
Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	<i>Kenosha City Plan Commission Conditions of Approval</i>	Kenosha County/Nash Park 6210 60th Street	October 18, 2012
--	---	--	------------------

- i. All improvements, including landscaping, shall be maintained per the approved plans. Any damaged fencing, landscaping or building shall be replaced or reconstructed per the approved plans.
 - j. Compliance with the Operational Plan.
 - k. Compliance with the Lease Agreement between the City of Kenosha, Board of Park Commissioners for the City of Kenosha and the County of Kenosha.
2. The following conditions of approval shall be satisfied with City Staff prior to the issuance of any construction permits.
- a. The exterior material of the equipment shelter shall be ~~brick as shown in Exhibit "B"~~ aggregate stone as shown in Exhibit "A" provided in the application.
 - b. ~~The barbed wire shown on the fence shall be removed.~~ The chain-link fence shall be shown as vinyl-coated chain-link and revised plans submitted for review and approval.
 - c. The equipment shelter shall have a roof pitch of 4:12. The roof shall be shingled. Revised plans showing the pitch and shingle detail shall be submitted for review and approval.
 - d. The Landscape Plan shall show some additional evergreen screening along the south side of the fenced area.
 - e. Plans shall be provided which more clearly indicate what the tower will look like and the possible mounting heights for equipment.
 - f. An Operational Plan shall be submitted indicating the name and address of the facility operator along with the facility maintenance detail.
 - g. Final determination by the FAA is required prior to the issuance of construction permits.

/u2/acct/cp/ckays/1CPC/2012/Oct18/conditions-keno cty-nash tower-REDLINE.odt

City of Kenosha

Vicinity Map Kenosha County Public Safety Tower CUP



Subject Property: 6210 60th Street



Municipal Boundary



0 410 820 1,230 1,640 2,050 Feet

ZONING ORDINANCE 43-12

BY: MAYOR

**TO AMEND AND CREATE VARIOUS SECTIONS OF THE
ZONING ORDINANCE RELATING TO PUBLIC SAFETY
COMMUNICATION TOWERS**

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

Section One: Section 2.04 A.3. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby amended as follows:

3. Special Structures. Cooling towers, fire towers, petroleum tanks, grain elevators, smokestacks, monuments, water towers and electric power and transmission lines may be erected to a height which exceeds the height limit established for the district.

Utility substations, Communication Towers and Antennas may exceed the height limit established for the district, when so authorized by the Review Authority, but may in no event be higher than one hundred (100') feet or the Kenosha Regional Airport Height Limitation, whichever is more restrictive. Communication Towers and Antennas may be constructed to a height of one hundred fifty (150') feet, or the Kenosha Regional Airport Height Limitation, whichever is more restrictive, on a City-owned Site when so authorized by the Review Authority, provided a license or lease agreement authorizing such Communication Tower has been approved by the City. Antenna Co-Locations may exceed these height limitations, but may not exceed the Kenosha Regional Airport Height Limitation, whichever is more restrictive, when so authorized by the Review Authority.

Radio/Television/Relay Towers and Antennas may be erected/constructed to a height of three hundred (300') feet or the Kenosha Regional Airport Height Limitation, whichever is more restrictive, as authorized by the Review Authority and in accordance with the spacing and setback requirements of Section 4.06 D.13. of this Ordinance.

Public Safety Communication Towers and Antennas may be erected/constructed to a height which exceeds the height limit established for the district when so authorized by the Review Authority but may in no event be higher than the Kenosha Regional Airport Height Limitation unless an exception is approved in accordance with Section 13.10 K.3. of this Ordinance.

Section Two: Section 3.14 C.24. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

24. Public Safety Communication Towers and Antennas

Section Three: Section 3.17 C.11 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

11. Public Safety Communication Towers and Antennas

Section Four: Section 3.18 C.40 of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

40. Public Safety Communication Towers and Antennas

Section Five: Section 3.19 C.13. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

13. Public Safety Communication Towers and Antennas

Section Six: TABLE 4.01, GROUP 2 of the Zoning Ordinance for the

City of Kenosha, Wisconsin is hereby amended as follows:

Public Safety Communication Towers and Antennas in the B-2 District. CC

Section Seven: TABLE 4.01, GROUP 3 of the Zoning Ordinance for the

City of Kenosha, Wisconsin is hereby amended as follows:

Public Safety Communication Towers and Antennas in the M-1 and M-2 Districts. CC

Section Eight: TABLE 4.01, GROUP 4 of the Zoning Ordinance for the

City of Kenosha, Wisconsin is hereby amended as follows:

Public Safety Communication Towers and Antennas in the IP Districts. CC

Section Nine: Section 4.06 D.18. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby created as follows:

18. Public Safety Communication Towers and Antennas in the B-2, M-1, M-2, and IP Districts.

a. Building Plan as required in Section 4.05 B. and Section 14 of this Ordinance, including Communication Tower and adjoining service buildings.

(1) Public Safety Communication Towers shall be constructed as a Monopole rather than Lattice Tower for towers under one hundred fifty (150') feet in height. Towers over one hundred fifty (150') feet in height shall be constructed as a lattice tower. Guy wires are not permitted.

(2) Equipment facilities and/or accessory buildings shall be designed with materials in conformance with **Section 14.07 B.10.a.** of this Ordinance, and all equipment facilities and accessory buildings on a site shall be designed with compatible materials. All Co-Locators are encouraged, but not required, to be housed within a common building.

(3) Equipment areas that are fenced shall be fenced with a six (6') foot fence constructed as determined by the Review Authority.

b. Site Plan as required in **Section 4.05 C.** and **Section 14** of this Ordinance, plus:

(1) Location and footprint of all building(s) and structure(s) for entire parcel, including existing buildings, existing structures and tower setbacks from lot lines, street rights-of-way, and existing buildings.

(2) The location of all existing off-street parking spaces. All parking spaces shall be paved with asphaltic concrete or Portland cement concrete.

(3) Access easements, if applicable. All access easements shall be a minimum of eighteen (18') feet wide and shall be paved.

(4) Towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other Federal or State authority for a particular Tower.

(5) The use of any portion of a Tower for signs other than warning or equipment information signs is prohibited.

c. Drainage Plan as required in **Section 4.05 D.** and **Section 14** of the Zoning Ordinance.

d. Landscape Plan as required in **Section 4.05 E.** and **Section 14.08 H.**, Commercial Site Landscaping Requirements of the Zoning Ordinance. At a minimum, provide a five (5') foot wide landscape area around the service building.

e. Utility Plan as required in **Section 4.05 F.** and **Section 14** of the City of Kenosha Zoning Ordinance.

f. Operation Plan, which includes:

(1) Name and address of facility operator.

(2) Facility maintenance detail.

g. Yard Requirements For Public Safety Communication Towers.

(1) **Front Yard.** There shall be a minimum front yard of one hundred (100') feet, measured from the front lot line, or from the setback of any major street to the centerline of the tower.

(2) **Street Side Yard.** There shall be a minimum street side yard of one hundred (100') feet, measured from the street side lot line, or from the setback of any major street to the centerline of the tower.

(3) **Interior Side Yard and Rear Yard.** There shall be a minimum interior side yard and rear yard of twenty-five (25') feet measured to the centerline of the tower.

(4) **Spacing From Residential Districts.** Notwithstanding the setbacks noted above, new Public Safety Communication Towers, shall in no case be permitted to be erected or constructed within two hundred fifty (250') feet of any residential district.

h. Spacing From Buildings. New Public Safety Communication Towers shall not be permitted to be erected or constructed within two hundred (200') feet of any existing occupiable building(s).

i. Removal of Abandoned Antennas and Towers. Any Antenna or Tower that is not operated for a continuous period of six (6) months shall be considered abandoned, and the owner of such Antenna or Tower shall remove same within ninety (90) days of receipt of notice from the City of Kenosha notifying the owner of such abandonment. If such Antenna or Tower is not removed within said ninety (90) days, the City of Kenosha may remove such Antenna or Tower at the owner's expense. All physical and administrative costs incurred with the removal of the Antenna or Tower shall be assessed against the

property in the form of a special tax assessment. If there are two or more users of a single Tower, then this provision shall not become effective until all users cease using the Tower.

j. Leased Sites. With respect to leased land, the facility operator shall inform the property owner that the real property upon which a Public Safety Communication Tower or Antenna is located may be charged a special assessment to cover the cost of removal if the Communication Tower or Antenna is not removed after the termination of operations. Verification of such notice to the owners shall be in the form of a letter to be filed in the office of the Department of Community Development and Inspections.

k. The facility shall meet all applicable Federal, State and local regulations, licenses and permitting requirements.

l. Use of the Public Safety Communication Tower for the installation of any antennas or other communications device for commercial purposes including, but not limited to, cellular, telephone or other similar forms of electromagnetic communication is strictly prohibited.

m. Other issues which may have an adverse social, economic or environmental impact or affecting the health, safety or welfare of abutting or neighboring properties of the City as a whole.

Section Ten: Section 12.0 B. **Specific Words and Phrases** of the Zoning Ordinance for the City of Kenosha, Wisconsin is hereby amended by adding the following definition:

Public Safety Communication Tower. A monopole or lattice tower, constructed as a freestanding structure or in association with another permanent building, structure or equipment containing one (1) or more Antennas intended for transmitting or receiving digital, microwave, or similar forms of electromagnetic communication exclusively on behalf of a municipality, including, but not limited to, a law enforcement agency, fire department public works department or military group.

Section Eleven: Section 13.10 K. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and recreated as follows:

K. Appeals, Variances, And Exceptions. Appeals, variances and exceptions to this Section 13 are governed by Section 9, Zoning Ordinance, subject to the fees provided in Section 11 of the Zoning Ordinance.

1. Variances. Under no circumstances shall a variance be given for a height limitation, a land use not authorized by this Section 13 or the Zoning Ordinance, or a prohibited land use except for the following:

a. Exception For Addition To Residential Building. The City Zoning Board of Appeals may consider and grant an exception from this Section 13 to permit an addition to an existing residential building in AIR-2, but the application shall not be reviewed and acted upon until the Airport Commission has made a recommendation on whether the exception will create a hazard to aviation or Airport operation. The standard of review for the application is the best interest of the Airport. The exception, if granted, may be subject to reasonable conditions and limitations.

b. Exception For Public Safety Communication Tower. The Common Council may consider and grant an exception from this Section 13 to permit construction of a Public Safety Communication Tower that exceeds the Height Limitation Map dated May 25, 1988, but the application shall not be reviewed and acted upon until the Federal Aviation Administration (FAA) and then the Airport Commission has made a recommendation on whether the exception will create a hazard to aviation or Airport operation. The standard of review for the application is the best interest of the Airport. The

exception, if granted, may be subject to reasonable conditions and limitations.

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

ATTEST:  City Clerk
Debra L. Salas

APPROVED:  Mayor
Keith G. Bosman

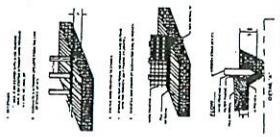
Passed: September 17, 2012

Published: September 21, 2012

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

SILT FENCE NOTES

- 1. ALL SILT FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES AND DETAILS.
- 2. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.
- 3. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.
- 4. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.
- 5. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.
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- 7. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.
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- 9. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.
- 10. ALL SILT FENCES SHALL BE CONSTRUCTED WITH A MINIMUM OF 10% OVERLAP.



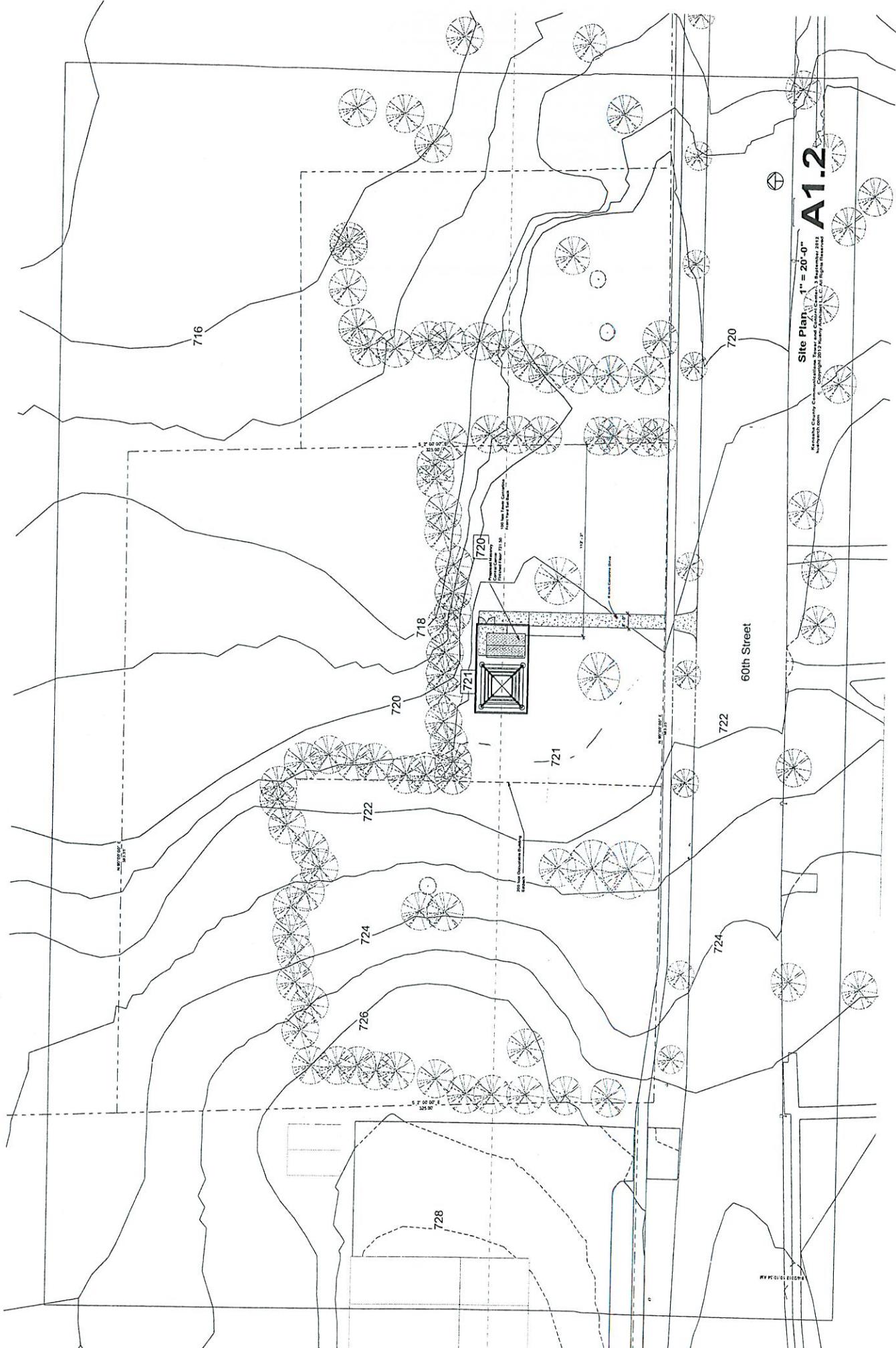
CONSTRUCTION OF A SILT FENCE

Tax Parcel #08-222-34-451-022
 124,512.85 square feet
 2.858 acres.

Existing Site Plan As Indicated
A1.1

Metropolitan Community College, 300 North
 1st Street, Des Moines, IA 50319
 Copyright 2012 MetLife Financial L.L.C. or Rights Reserved

60th Street



A1.2

Site Plan 1" = 20'-0"
 KENNETH C. COOPER CONSULTANTS
 2017 KENNETH C. COOPER CONSULTANTS, INC. ALL RIGHTS RESERVED
 www.kccco.com



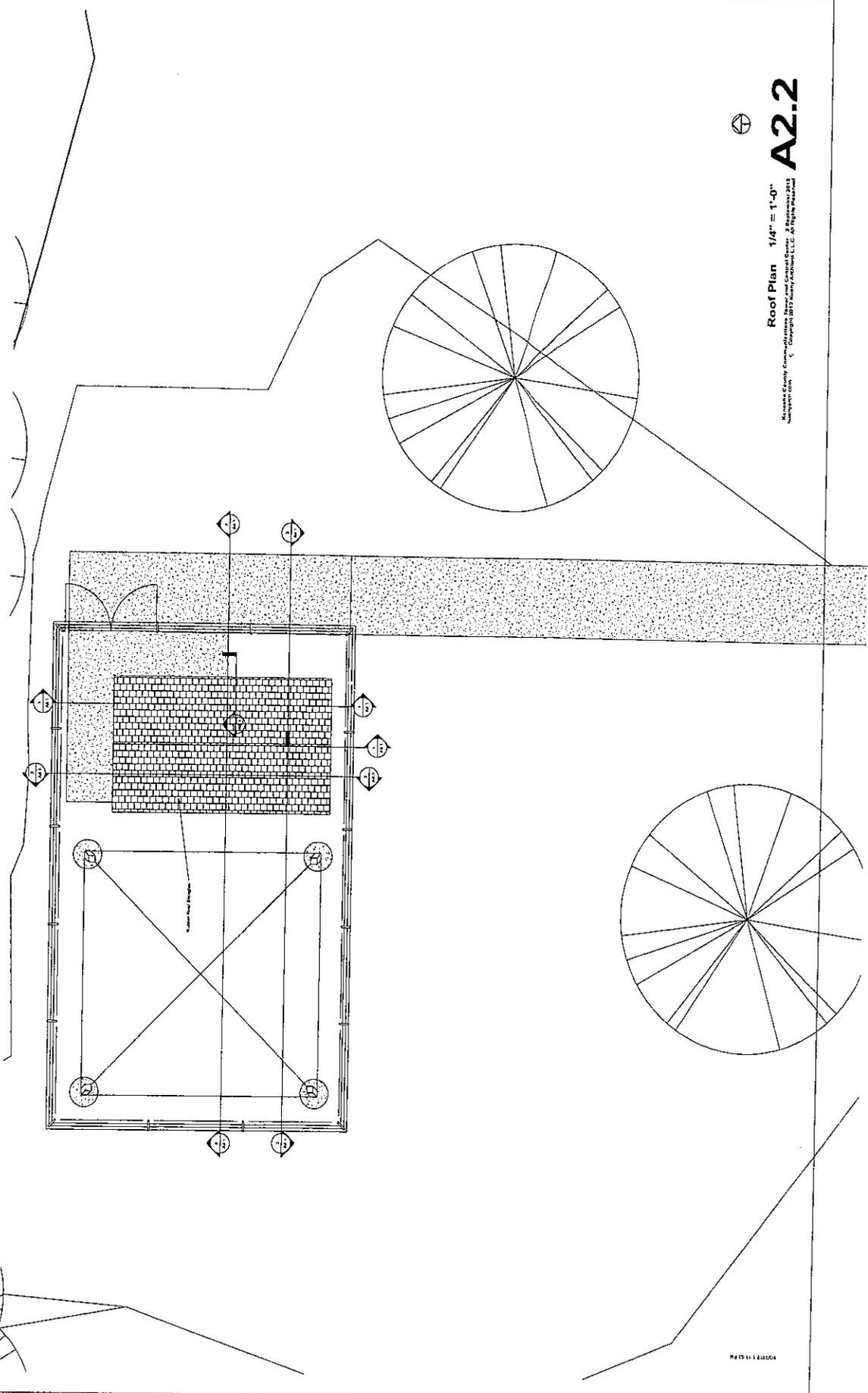
Roof Plan 1/4" = 1'-0"

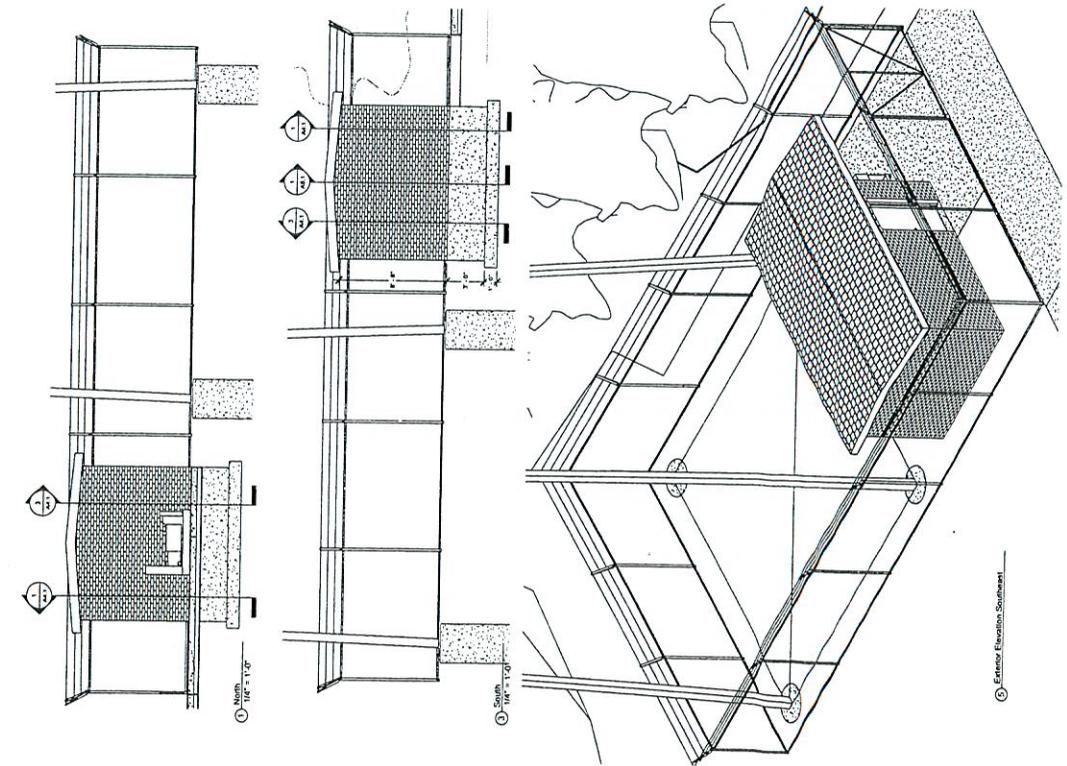
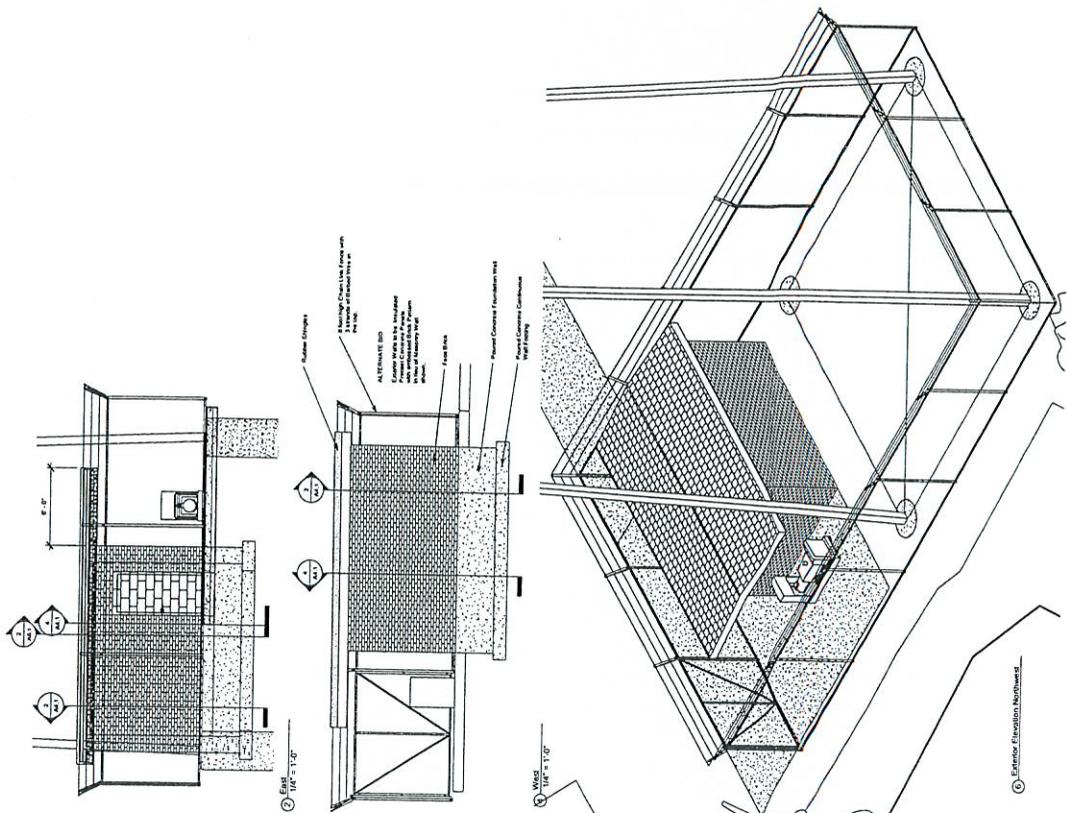
A2.2

 American County Engineers and General Surveyors, Inc.

 10000 Highway 287, Suite 200, Dallas, TX 75243

 Phone: (972) 412-1234



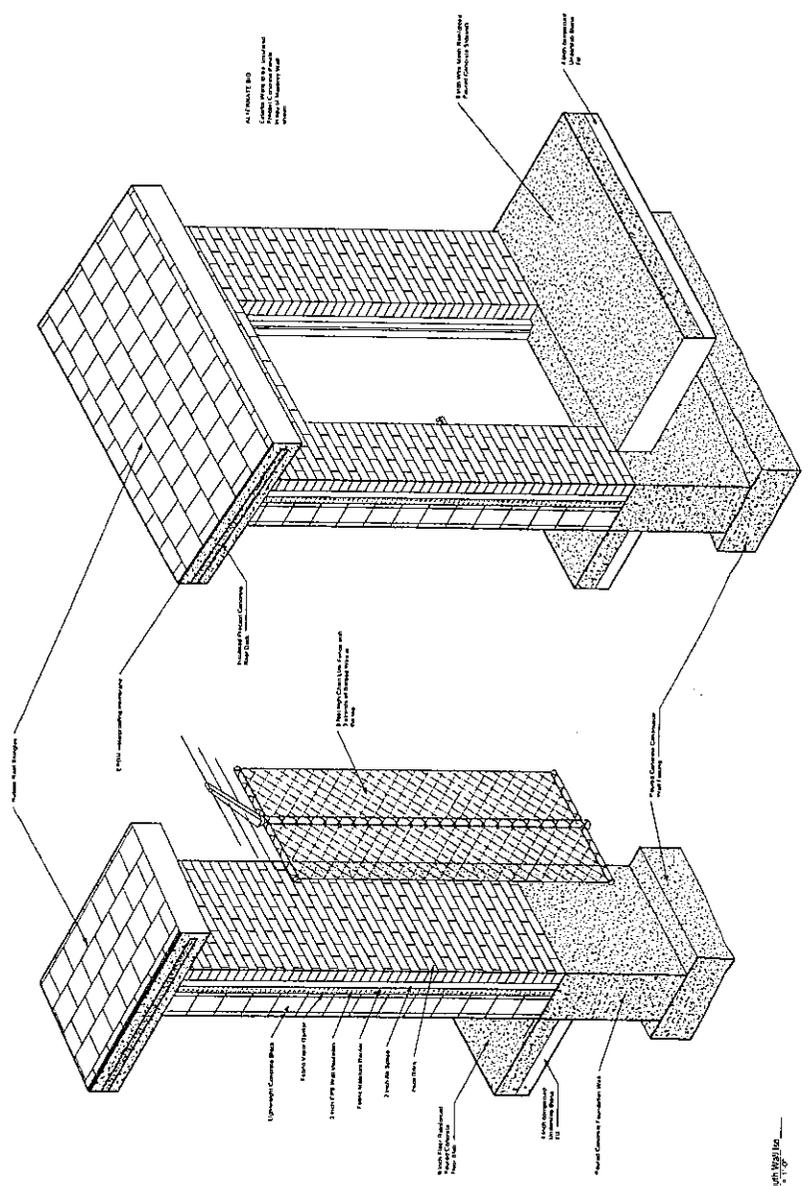


Exterior Elevations 1/4" = 1'-0"
A3.1

Maricopa County Communications Tower and Control Center - 3 November 2012
 Copyright 2012 Kohn Pedersen Fox Associates L.P. All Rights Reserved

Wall Sections 1" = 1'-0" A6.1

Maricopa County Communications, Training and Control Center, 3 Republic Mall
Phoenix, Arizona 85004
Copyright 2012 Kiewit Construction Co. All Rights Reserved

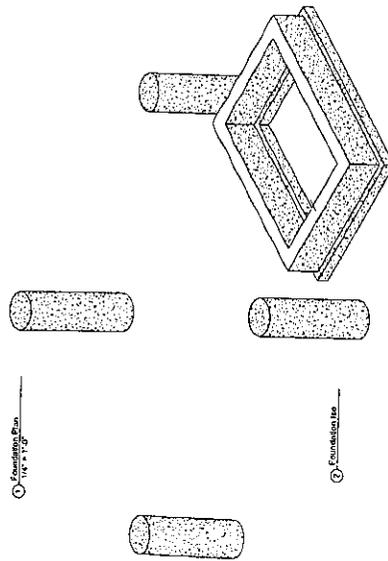
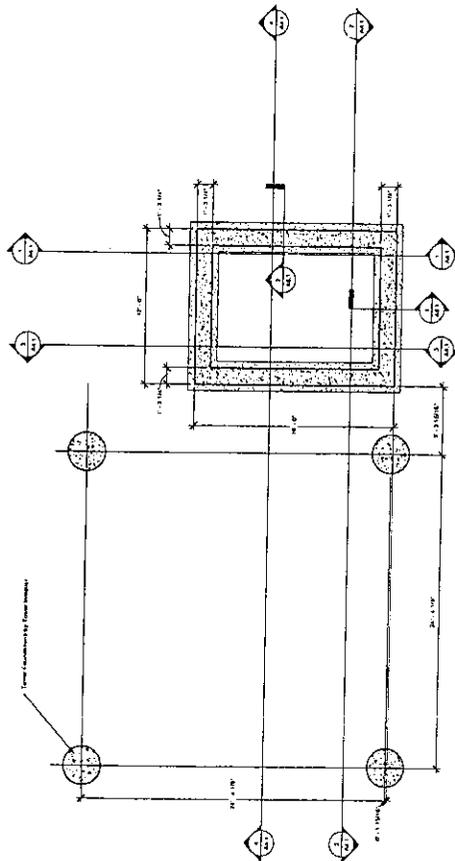


North Wall Section
1" = 1'-0"

South Wall Section
1" = 1'-0"

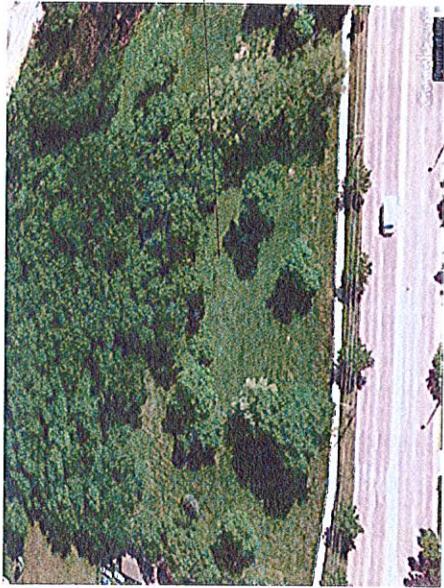


12/12/12 10:31 AM

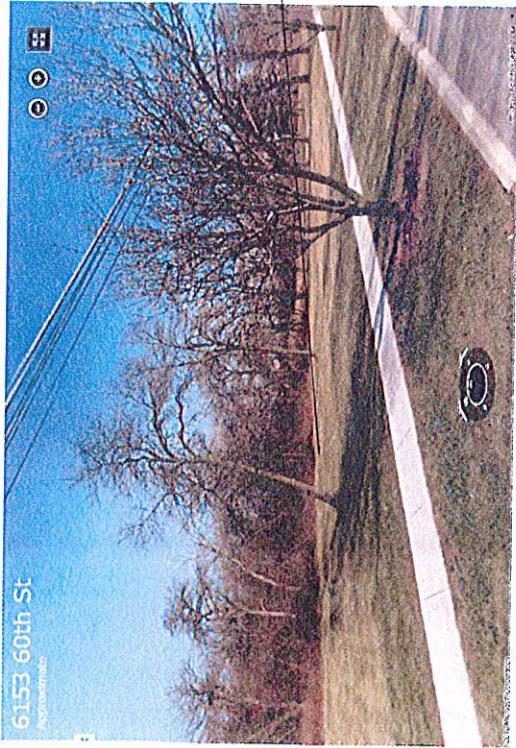
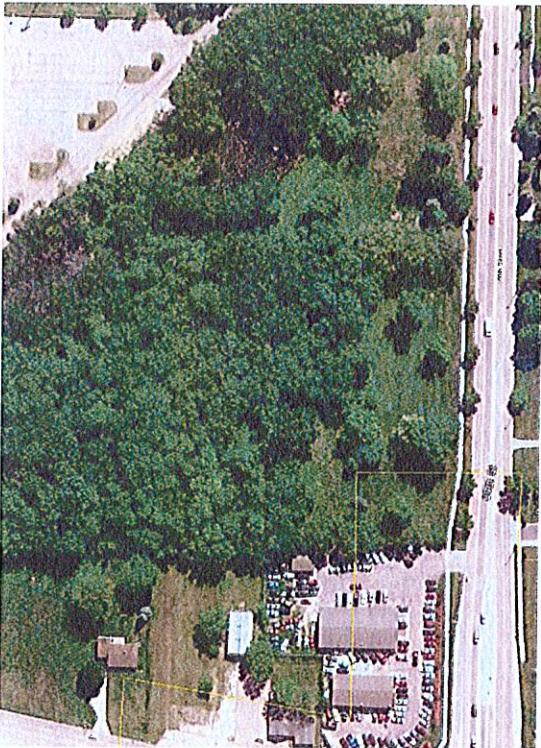



Foundation Plan 1/4" = 1'-0"
 Prepared by: **Engineering Services and Consulting, Inc.**
 3770 Highway 101, Suite 100, San Diego, CA 92108
 Phone: (619) 444-1111, Fax: (619) 444-1112
S1

DATE PLOTTED: 11/05/12



Proposed Site



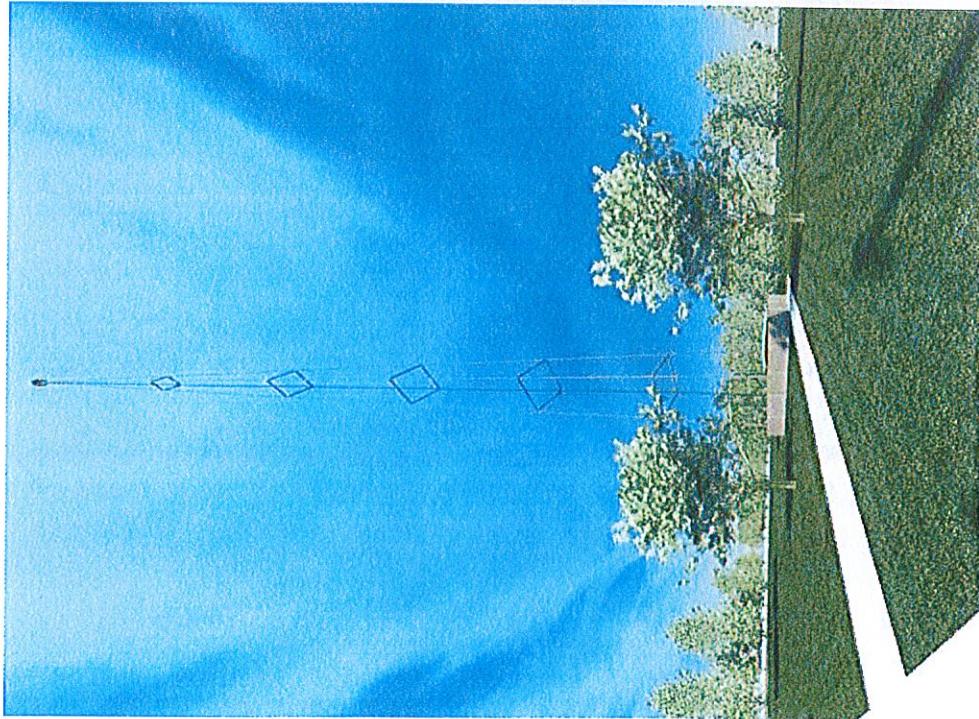
Proposed Site

AE

Aerial Views

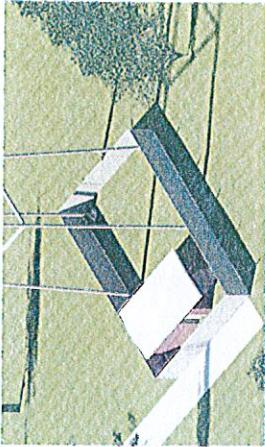
Minnesota County Communications, Inc. and Minnesota County Communications, Inc. d/b/a Aerial Views
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AE 55 51 1 2 0026

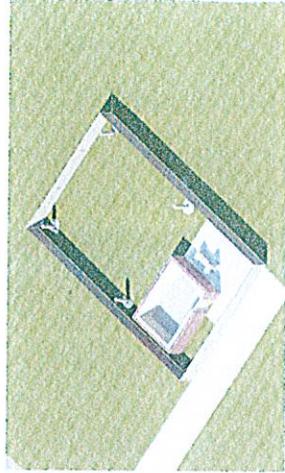


① Ground Level Looking Northwest
1/2" = 1'-0"

RV 12 80 01 2150WS



② Aerial Looking Southwest
1/2" = 1'-0"



③ Aerial Looking Southwest
1/2" = 1'-0"



④ Aerial Looking Northwest
1/2" = 1'-0"

Views 1/2" = 1'-0" 3D

Manaska County Communications Tower and Control Center, 3 September 2012
MapInfo.com © Copyright 2012 Palmyra Architect, LLC. All Rights Reserved



Sample 'A'



Exhibit B

Sample B'

**Development Review Application
City of Kenosha, Wisconsin**

MAILING INFORMATION

NAME OF PROJECT: KENOSHA COUNTY COMMUNICATIONS TOWER AND CONTROL CENTER

Check one (1) of the following boxes to indicate the recipient of all correspondence:

Name and Address of Applicant (Please print):
KUENV ARCHITECTS LLC
10505 WOBORNE DRIVE SUITE #100
PLEASANT PRairie, WI 53128
 Phone: _____
 Fax: _____
 E-Mail: _____

Name and Address of Architect/Engineer (Please print):

 Phone: _____
 Fax: _____
 E-Mail: _____

Name and Address of Property Owner (if other than applicant) (Please print):

 Phone: _____
 Fax: _____
 E-Mail: _____

PROJECT LOCATION

Location of Development (street address and / or parcel number): _____

TYPE OF LAND DEVELOPMENT

Check all that apply. Note: Additional information may be required within individual Sections.

<input type="checkbox"/>	Certified Survey Map	Section 1	Page 3
<input type="checkbox"/>	Concept Review (<i>Land Division</i>)	Section 2	Page 4
<input type="checkbox"/>	Concept Review (Multi-Family Residential or Non-Residential)	Section 3	Page 5
<input checked="" type="checkbox"/>	Conditional Use Permit	Section 4	Pages 6 & 7
<input type="checkbox"/>	Developer's Agreement	Section 5	Page 8
<input type="checkbox"/>	Final Plat	Section 6	Pages 9 & 10
<input type="checkbox"/>	Lot Line Adjustment Survey	Section 7	Page 11
<input type="checkbox"/>	Preliminary Plat	Section 8	Pages 12 & 13
<input type="checkbox"/>	Rezoning	Section 9	Pages 14 & 15
<input type="checkbox"/>	Site Plan Review	Section 10	Pages 16 & 17

**PRIOR TO SUBMITTING THIS APPLICATION TO THE DEPARTMENT OF CITY DEVELOPMENT,
PLEASE REVIEW THE APPROPRIATE SECTION(S) FOR FEES, REQUIREMENTS AND APPROPRIATE APPENDICES.**

Submit this cover page, completed application, applicable section(s) and appendices
along with ALL required plans, information and fees to:

Department of Community Development & Inspections
 Planning Division
 625 52nd Street, Room 308
 Kenosha, WI 53140

Phone: 262.653.4030
 Fax: 262.653.4045
 Office Hours:
 M - F 8:00 am - 4:30 pm

**SECTION 4
CONDITIONAL USE PERMIT**

Additional Information Required:
 Building or Addition Square Footage: 142 sq ft. / 313' TOWER / 3' LIGHTNING ROD
 Existing Building Size: N/A
 Site Size: 2.8 ACRES
 Current # of Employees -0- Anticipated # of New Employees -0-
 Anticipated Value of Improvements _____

Submittal Requirements:

- Ten (10) full size scaled copies of Specified Plans indicated below drawn at a standard engineering scale
- Developer Site Plan/Conditional Use Permit Checklist (Appendix A)

If Item to be Reviewed by Plan Commission/Common Council must Submit:

- One (1) 8 1/2" x 11" reduction *or* forty (40) 11" x 17" reductions of the Site/Landscape Plan, Floor Plan and Colored Building Elevations (all sides)
- Sample Board containing colored samples of all exterior building materials

Fees:	Building or Addition Size	Site size	Review Fee
Level 1	<= 10,000 sq. ft.	<= 1 acre	\$900 = City Plan Dept. <i>or</i> \$1,025 = CPC/CC
Level 2	10,001 - 50,000 sq. ft.	1.01 - 10 acres	\$1,175 = City Plan Dept. <i>or</i> \$1,300 = CPC/CC
Level 3	50,001 - 100,000 sq. ft.	10.01 - 25 acres	\$1,600 = City Plan Dept. <i>or</i> \$1,725 = CPC/CC
Level 4	> 100,001 sq. ft.	> 25.01 acres	\$2,000 = City Plan Dept. <i>or</i> \$2,125 = CPC/CC

➤ If building size or addition and gross acreage of the site determine two (2) different fees, the greater of the two fees will be assessed.
 ➤ Application fee entitles applicant to an initial review and one re-submittal.
 ➤ Re-submittal fee = \$425 per re-submittal after two (2) permitted reviews.
 ➤ CUP Amendment = 50% of the applicable fee as determined above.

Appendices to Review:

- All

Approximate Review Time:

- 30 days for Staff Review
- 45-60 days for City Plan Commission/Common Council Review

The conditional use permit plans, prepared to a standard engineering scale, shall be submitted with this application & shall include the following information:

Building Plan:

- Layout of building(s) including size and layout of rooms
- Design and architecture
- Plans and details on fire suppression and/or standpipe
- Plans and details on fire detection, fire alarm and other safety devices

Site Plan
(based on a plat of survey)

- Legal description of property
- Location and footprint of building(s) and structure(s)
- Locations of existing and proposed streets, drives, alleys, easements, rights-of-way, parking as required, vehicular and pedestrian access points, and sidewalks
- Outline of any development stages
- Location and details on any required emergency access roads
- A calculation of square footage devoted to building, paving and sidewalks, and landscaped/open space

Drainage Plan

- Existing topography, including spot elevations of existing buildings, structures, high points, and wet areas, with any previous flood elevations
- Floodplain boundaries, if applicable
- Soil characteristics, where applicable
- Proposed topography of the site denoting elevations and natural drainage after construction and any proposed stormwater retention areas



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 2601 Meacham Boulevard
 Fort Worth, TX 76137

Aeronautical Study No.
 2012-AGL-5046-OE

Issued Date: 10/11/2012

Ray Arbet
 Kenosha County Department of Public Works
 19600 75th St.
 Bristol, WI 53104-9772

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Nash Park
 Location: Kenosha, WI
 Latitude: 42-34-54.80N NAD 83
 Longitude: 87-52-54.10W
 Heights: 719 feet site elevation (SE)
 316 feet above ground level (AGL)
 1035 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure would have no substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would not be a hazard to air navigation provided the following condition(s) is(are) met:

As a condition to this Determination, the structure is marked/lighted in accordance with FAA Advisory circular 70/7460-1 K Change 2, Obstruction Marking and Lighting, paint/red lights - Chapters 3(Marked),4,5(Red),&12.

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part I)
- Within 5 days after the construction reaches its greatest height (7460-2, Part II)

See attachment for additional condition(s) or information.

This determination expires on 04/11/2014 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is subject to review if an interested party files a petition that is received by the FAA on or before November 10, 2012. In the event a petition for review is filed, it must contain a full statement of the basis upon which it is made and be submitted in triplicate to the Manager, Airspace Regulations & ATC Procedures Group, Federal Aviation Administration, Airspace Regulations & ATC Procedures Group, 800 Independence Ave, SW, Room 423, Washington, DC 20591.

This determination becomes final on November 20, 2012 unless a petition is timely filed. In which case, this determination will not become final pending disposition of the petition. Interested parties will be notified of the grant of any review. For any questions regarding your petition, please contact Airspace Regulations & ATC Procedures Group via telephone -- 202-267-8783 - or facsimile 202-267-9328.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have no substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact Vivian Vilaro, at (847) 294-7575. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2012-AGL-5046-OE.

Signature Control No: 166689228-174898715

(DNH)

Sheri Edgett-Baron

Manager, Obstruction Evaluation Group

Attachment(s)

Additional Information

Frequency Data

cc: FCC

Additional information for ASN 2012-AGL-5046-OE

AERONAUTICAL STUDY NO. 2012-AGL-5046-OE

Abbreviations

VFR- Visual Flight Rules AGL - Above Ground Level RWY - runway
IFR - Instrument Flight Rules MSL - Mean Sea Level nm - nautical mile
AMSL - Above Mean Sea Level

Part 77 - Title 14 Code of Federal Regulations (CFR) Part 77, Objects Affecting Navigable Airspace

1. LOCATION OF PROPOSED CONSTRUCTION

This proposed Antenna Tower at 316 feet AGL (1035 feet MSL) would be located approximately 10,648 feet (1.75 nm) southeast of the RWY 25L threshold of the Kenosha Regional Airport (ENW), in Kenosha, WI. ENW elevation: 742 MSL.

2. OBSTRUCTION STANDARDS EXCEEDED

Section 77.17(a)(2) - A height that is 200 feet AGL, or above the established airport elevation, whichever is higher, within 3 nautical miles of the established reference point of an airport with its longest runway more than 3,200 feet in actual length. The proposed antenna tower exceeds by 93 feet.

Section 77.19(b) - A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet. This proposed antenna tower would exceed the ENW conical surface by 92 feet.

3. EFFECTS ON AERONAUTICAL OPERATIONS

a. The impact on arrival, departure, and en route procedures for aircraft operating under VFR follows: Study for possible VFR effect disclosed that the proposed antenna tower would have no effect on any existing or proposed arrival or departure VFR operations or procedures. The proposed antenna tower would not exceed the VFR traffic pattern criteria. Therefore, it would not conflict with airspace required to conduct normal VFR traffic pattern operations at ENW. At 316 feet AGL, the proposed antenna tower would not have a substantial adverse effect on VFR en route flight operations.

b. The impact on arrival, departure and en route procedures for aircraft operating under IFR follows: Aeronautical study disclosed that the proposed structure would have no effect on any existing or proposed arrival, departure, or en route IFR operations or procedures.

c. The impact on all planned public-use airports and aeronautical facilities follows: Study did not disclose any significant adverse effect on existing or proposed public-use or military airports or navigational facilities, nor would the proposed structure affect the capacity of any known existing or planned public-use or military airport.

d. The cumulative impact resulting from the proposed construction or alteration of a structure when combined with the impact of other existing or proposed structures follows: The cumulative impact of the proposed structure, when combined with other proposed and existing structures, is not considered to be significant.

4. CIRCULATION AND COMMENTS RECEIVED

The proposal was circularized for public comments August 27, 2012. No comments were received as result of the circularization.

5. DETERMINATION - NO HAZARD TO AIR NAVIGATION

It is determined that the proposal would not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft.

6. BASIS FOR DECISION:

The proposed antenna tower would exceed the Section 77.17(a)(2) for ENW by 93 feet and 77.19(b) (conical surface) for ENW by 92 feet; however, there are no IFR or VFR impacts. Accordingly, it would not conflict with airspace required to conduct normal VFR traffic pattern operations at ENW Airport or any other known public use or military airports and would have no impact on the aeronautical operations. The incorporation of marking and lighting will increase visibility of the structure to pilots operating in the vicinity of ENW.

7. CONDITIONS

The structure shall be lighted as outlined in chapters 3(Marking) 4, 5(Red) and 12, of the Advisory Circular AC 70/7460-1K. The advisory circular is available online at https://oeaaa.faa.gov/oeaaa/external/content/AC70_7460_1K.pdf. It is also free of charge, from the Department of Transportation, Subsequent Distribution Section, M-494.3, 400 7th Street, SW, Washington, DC 20590.

Within five days after completion the proponent is required to file a FAA form 7460-2, Actual Construction notification, at the OE/AAA website (<http://oeaaa.faa.gov>). This Actual Construction notification will be the source document detailing the site location, site elevation, structure height, and date structure was built for the FAA to map the structure on aeronautical charts and update the national obstruction database.

Frequency Data for ASN 2012-AGL-5046-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
154.19	154.19	MHz	100	W
155.955	155.955	MHz	300	W
156.105	156.105	MHz	200	W
2188	2188	MHz	500	W
11285	11285	MHz	500	W