

**Agenda
Finance Committee
625 52nd Street, Room 204
Monday, March 7, 2016
6:00 PM**

Chairperson Daniel Prozanski Jr.
Aldersperson Rocco J. LaMacchia
Aldersperson Bob Johnson

Vice-Chairperson Curt Wilson
Aldersperson Anthony Kennedy
Aldersperson Dave Paff

Call to Order
Roll Call
Citizens' Comments

1. Approval of the minutes of the regular meeting held February 17, 2016. **Pg. 1**
2. Review of the City's Debt Structure (Presentation).
3. Offer to Purchase Real Estate By and Between Dustin Harpe, an Individual, and the City of Kenosha, a Wisconsin Municipal Corporation (Parcel No. 80-4-222-294-0110; Property Address: 9407 38th Street, Kenosha). **Pgs. 2-33**
4. Proposed Resolution by the Finance Committee – Resolution to Rescind Special Charges in the Total Amount of \$4,620.00 for Property Maintenance Reinspection Fees for 5402 25th Avenue (Parcel #09-222-36-407-001); Petitioner: Samuel Hood (Amends Resolution No. 7-16 passed on January 20, 2016). (District 7) **Pgs. 34-63**
5. Proposed Resolution by the Finance Committee – Resolution to Rescind Special Charges in the Total Amount of \$1,380.00 for Property Maintenance Reinspection Fees for 5402 25th Avenue (Parcel #09-222-36-407-001); Petitioner: Samuel Hood (Amends Resolution No. 23-16 passed on February 17, 2016). (District 7) **Pgs. 64-93**
6. Request from Samuel Hood to Rescind Reinspection Fees in the Amount of \$720.00 for Property Maintenance Reinspection for 5402 25th Avenue (*Parcel #09-222-36-407-001*). (District 7) **Pgs. 94-122**
7. Request from Timothy Wade to Rescind Reinspection Fees in the Amount of \$72.00 for a Property Maintenance Reinspection Fee for 6023 25th Avenue (*Parcel #01- 122-01-103-009*). **Pgs. 123-131**
8. First Amendment to Lease between the City of Kenosha, Wisconsin and Stein's Aircraft Services, LLC #4222. (Airport Comm. - Aye 4, Noes 0) **Pgs. 132-138**

9. First Amendment to the Community Development Block Grant Subgrantee Agreement - Kenosha Art Association. **Pgs. 139-142**
10. Disbursement Record #3 - \$4,432,189.70. **Pgs. 143-182**
11. Claim by Walgreen Co., Inc. for Excessive Assessment (03-122-10-201-041, 06-123-07-130-020, 07-222-24-205-022, 09-222-36-253-001) pursuant to Wisconsin Statutes Section 74.37. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to Section 19.85(1)(g), Wisconsin Statutes to confer with legal counsel. The Finance Committee may or may not reconvene into open session. Pgs. 183-187**
12. Claim by Carisch Brothers, L.P. for Excessive Assessment (03-121-01-475-420 and 03-122-03-477-023) pursuant to Wisconsin Statutes Section 74.37. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to Section 19.85(1)(g), Wisconsin Statutes to confer with legal counsel. The Finance Committee may or may not reconvene into open session. Pgs. 188-192**
13. Claim by Dairyland Greyhound Park, Inc. for Excessive Assessment (03-222-31-401-001) pursuant to Wisconsin Statutes Section 74.37. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to Section 19.85(1)(g), Wisconsin Statutes to confer with legal counsel. The Finance Committee may or may not reconvene into open session. Pgs. 193-194**

ALDERPERSONS' COMMENTS

End of Meeting

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 262-653-4020 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

FINANCE COMMITTEE
Minutes of Meeting Held February 17, 2016

A meeting of the Finance Committee held on Wednesday, February 17, 2016 in Room 204 at the Kenosha Municipal Building was called to order at 6:02 pm by Chairperson Prozanski. At roll call, the following members were present: Vice-Chairperson Wilson and Alderpersons LaMacchia, Johnson, Kennedy and Paff.

1. Approval of the minutes of the regular meeting held February 1, 2016. **It was moved by Alderperson LaMacchia, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
2. Proposed Resolutions by the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property Located in the City (per List on File in the Office of the City Clerk):
 - a. Boarding and Securing - \$1,985.17
 - b. Property Maintenance Reinspection Fees - \$7,464.00
 - c. Zoning & Building Reinspection Fees - \$5,060.00
 - d. Unpaid Permit Fees - \$250.00**PUBLIC HEARING: No one spoke. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
3. Proposed Resolution by the Finance Committee - Resolution to Levy a Special Assessment (under Authority of Charter Ordinance No. 26, as Amended) upon Certain Parcels of Land (Within the City of Kenosha, Wisconsin) in the Amount of \$2,100.99 for Trash and Debris Removal. **PUBLIC HEARING: No one spoke. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
4. Proposed Resolution by the Mayor - Resolution Authorizing the Issuance of a General Obligation Refunding Bond to Kenosha County to Provide for Payment of the City's Share of the Cost of the County Public Safety Building Project. **It was moved by Alderperson LaMacchia, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
5. Proposed Resolution by the Mayor - Resolution to Support The "Gateway College Promise" Initiative and Contribute to an Endowment Fund in Support Thereof. **PUBLIC HEARING: Police Chief John Morrissey spoke. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to amend to add the text "one time" before "contribution" in the last paragraph. Motion carried unanimously. It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy, to approve as amended. Motion carried unanimously.**
6. Proposed Resolution by the Mayor - Resolution To Provide Clarity To Certain Overtime Pay Procedures of The City of Kenosha For Covered Full-Time Employees. **PUBLIC HEARING: No one spoke. STAFF: Steve Stanczak, Director of Human Resources, explained. Ed St. Peter, General Manager of Kenosha Water Utility, and Police Chief John Morrissey spoke in support. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
7. Approval of a Short Sale Offer for property at 1507 57th Street, TID Loan. **PUBLIC HEARING: No one spoke. STAFF: Mike Maki, Community Development Specialist, spoke. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve. Motion carried unanimously.**
8. Disbursement Record #2 - \$4,505,264.03. **PUBLIC HEARING: No one spoke. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**

ALDERPERSONS' COMMENTS: Alderperson Wilson requested a status report from the Department of Community Development & Inspections for the next meeting regarding the number of vacant building permits that have been approved. Jeffrey Labahn, Director of Community Development & Inspections, answered questions from the Committee about hiring a new inspector. Alderperson Kennedy commented on Item #6.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:28 pm.

**NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, March 7, 2016.*

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** February 19, 2016 **[DATE] IS (AGENT OF BUYER)**
2 **(AGENT-OF-SELLER/LISTING-BROKER) (AGENT-OF-BUYER-AND-SELLER) STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, CITY OF KENOSHA
4 _____, offers to purchase the Property
5 known as [Street Address] 9407 - 38th Street; Parcel I-A, 15.02 acres ((2) Certified Survey Map attached)
6 in the _____ city of Kenosha, County of Kenosha, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ **PURCHASE PRICE:** Three hundred twenty-five thousand
9 _____ Dollars (\$ 325,000.00).

10 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____

18 ■ **NOT INCLUDED IN PURCHASE PRICE:** _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ **ZONING:** Seller represents that the Property is zoned: _____
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before April 30, 2016. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): DUSTIN R. HARPE
41 Buyer's recipient for delivery (optional): CITY OF KENOSHA c/o Matthew A. Knight

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 8501 - 75th Street, Suite H, Kenosha, WI 53142

50 Delivery address for Buyer: 625 - 52nd Street, Rm. 201, Kenosha, WI 53140

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): _____

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than ninety-two (92) days after acceptance.
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)
- 81 Current assessment times current mill rate (current means as of the date of closing)
- 82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
- 84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within 45 days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
 146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
 190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 215 unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
 217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
 218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
 219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ~~■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.~~

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
 244 deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all; perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** ~~Upon payment of the purchase price, Seller shall convey the Property by warranty deed~~
419 ~~(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~
420 ~~provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements~~
421 ~~entered under them, recorded easements for the Assubstition of utility and municipal services, recorded building and use~~
422 ~~restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and~~
423 ~~in this Offer, general taxes levied in the year of closing~~ _____

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Warranty Deed to be conveyed at time of closing.

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached (1) Option to Purchase Real Estate (2) Certified Survey Map is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

- 527 1. Purchase terms more completely described in Option to Purchase, paragraph 5.a.(attached)
- 528 2. This document, Vacant Land Offer to Purchase, is completed pursuant to the Option to Purchase, paragraph 6.(attached)
- 529 3. The parties recognize that Buyer is a municipal corporation which requires the authorization and consent
530 of the City of Kenosha Common Council to approve the Vacant Land Offer to Purchase.
- 531 4. The Certified Survey Map (2) attached is the official map for purposes of the Offer to Purchase.

535 This Offer was drafted by [Licensee and Firm] City of Kenosha, City Attorney's Office

536 _____ on February 23, 2016

537 (x) _____ City of Kenosha by
538 Buyer's Signature ▲ Print Name Here ► Date ▲

539 (x) _____ Dustin R. Harpe
540 Buyer's Signature ▲ Print Name Here ► Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____ 3-3-16
547 Seller's Signature ▲ Print Name Here ► Dustin Harpe Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM 1

OPTION TO PURCHASE REAL ESTATE

By And Between

DUSTIN HARPE, An Individual,

And

**THE CITY OF KENOSHA,
A Wisconsin Municipal Corporation**

THIS OPTION TO PURCHASE REAL ESTATE AGREEMENT, hereinafter referred to as the "AGREEMENT", is made and entered into by and between **DUSTIN HARPE**, an individual, whose principal office is located at 8501 75th Street, Suite H, Kenosha, Wisconsin, 53142, hereinafter referred to as "Seller", and the **CITY OF KENOSHA**, a Wisconsin municipal corporation, whose principal office is located at 625 52nd Street, Kenosha, Wisconsin, 53140, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is or will be the fee simple owner of certain real property and improvements (approximately 17.8 acres) being, lying and situated in the County of Kenosha, State of Wisconsin, such property having the street address of 9407 38th Street, Somers, Wisconsin, hereinafter referred to as "Premises", and being more particularly described in Exhibit 1 attached hereto and incorporated herein, and as follows:

Lot 1 of Certified Survey Map No. 928 recorded in the Kenosha County Register of Deeds office on May 20, 1983 in Volume 1133 of Records, Pages 540-541, as Document No. 703012, being part of the Southwest 1/4 of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Town of Somers, County of Kenosha and State of Wisconsin.

Tax Key No. 80-4-222-294-0110

Property Address: 9407 38th Street, Kenosha, WI 53144

WHEREAS, the Premises, located in the Town of Somers, Wisconsin, is located within the growth area defined by the Boundary Agreement entered into by the Town of

Somers and the City of Kenosha and eligible for annexation into the City of Kenosha from the Town of Somers pursuant to the terms of said Boundary Agreement;

WHEREAS, Seller desires to sell a portion of the Premises to the Buyer upon acquisition (15.002 acres of contiguous vacant land) and provide the Buyer the exclusive option to purchase the remainder of the Premises (2.82 acres of contiguous land and improvements – 1 single family home and 3 out-buildings) at a later date;

WHEREAS, Purchaser desires to procure an option to purchase the Premises upon the terms, conditions and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;
- (b) "Option Fee" shall mean a flat fee of \$1.00 payable upon execution of the Agreement by Purchaser;
- (c) "Option Term" shall mean that period of time commencing on the Execution Date and ending one hundred twenty-six (126) months after the date of execution;
- (d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase.

2. GRANT OF OPTION(S). For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and option(s) ("Option(s)") to purchase the Premises upon the terms and conditions set forth herein.

3. SELLER'S OBLIGATIONS. This Agreement is contingent upon Seller fulfilling all of the following obligations prior to December 31, 2015. Should Seller fail to timely complete all contingent obligations, this Agreement shall become null and void.

- (a) **Title.** Seller must provide proof of title to Premises in fee simple.

(b) Subdivision of Premises. Seller shall, at its expense, subdivide the Premises into two (2) parcels. Parcel I shall be approximately 15.002 acres of contiguous vacant land. Parcel II shall be approximately 2.82 acres of contiguous land and improvements (1 single family home and 3 out-buildings).

(c) Annexation. Seller shall, at its expense, cause the Premises – Parcel I & II, to be annexed from the Town of Somers into the City of Kenosha.

4. PAYMENT OF OPTION FEE. Upon Execution of Agreement, Purchaser agrees to pay the Seller \$1.00 in consideration for the exclusive options to purchase Premises pursuant to the terms and conditions as set forth herein. The parties hereby acknowledge sufficiency of the consideration for the mutual covenants contained herein. Seller acknowledges that Purchaser is interested in purchasing both Parcel I and Parcel II and the inability of Purchaser to purchase both parcels greatly diminishes the utility and value of the Premises.

5. EXERCISE OF OPTION(S). Upon Seller fulfilling its contingent obligations described in paragraph 3, Purchaser shall exercise its exclusive right to purchase Parcel I, pursuant to the Option described herein at paragraph 5(a).

Upon Seller fulfilling all contingent obligations described in paragraph 3 above and providing written notice of intent to sell Parcel II at the fair market value established pursuant to subsection 5(b), Purchaser shall have ninety (90) days to exercise its option to purchase Parcel II as described herein. Purchaser shall exercise its Option by giving written notice thereof to Seller. Additionally, Purchaser shall maintain exclusive right to purchase Parcel II pursuant to the Option described herein, at any time after one hundred twenty (120) months of the Execution Date until the end of the Option Term. In the event the Purchaser does not exercise its exclusive right to purchase the Premises granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee and this Agreement shall become null and void.

(a) Parcel I Option Contingent Offer to Purchase. Upon Seller meeting all obligations described in paragraph 3 above, Purchaser, subject to paragraph 6, shall purchase the 15.002 acre site (Parcel I) for Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) payable in equal annual installments over a seven year amortization period at an interest rate of 2.5%, first payment due at closing (Exhibit 2). Prepayment can be made at any time during this period without penalty. In the event payment is made in full within years one through three of the amortization period, the interest rate shall be reduced to 0%. Any interest paid in years one through three shall be converted to principle and credited against the purchase price.

(b) Parcel II Option. Upon Purchaser exercising Parcel I Option and Purchase,

Purchaser shall hold exclusive option to purchase Parcel II, subject to paragraph 6. Seller may provide Purchaser Notice of Intent to Sell Parcel II at the fair market value of Parcel II at time of said notice. In the event the parties cannot agree with regard to the fair market value, the fair market value will be determined by negotiation of the parties based upon professional appraisals by certified professional appraisers, each party submitting one appraisal at its own expense. Purchaser shall receive seven thousand dollars (\$7,000.00) credit to be applied against fair market value purchase price of Parcel II upon Parcel II closing. If Purchaser fails to execute its exclusive option or fails to close on Parcel II, Purchaser's credit is waived.

6. CONTRACT(S) FOR PURCHASE AND SALE OF PREMISES. In the event that the Purchaser exercises its exclusive Options as provided for in this Agreement, Seller agrees to sell and Purchaser agrees to purchase the Premises (Parcel I and/or Parcel II) and both parties agree to execute contracts for the sale and purchase of the Premises (Parcel I and/or Parcel II). The parties recognize that Purchaser is a municipal corporation which requires the authorization and consent of the City of Kenosha Common Council to approve the required Contract(s) for Purchase and Sale of Premises. With respect to Parcel I, should Purchaser fail to secure Common Council approval necessary to execute the Contract for Purchase and Sale of Parcel A within ninety-two (92) days of the Notice of Intent to Sell, this Agreement shall become null and void. With respect to Parcel II, should Purchaser fail to secure Common Council approval necessary to execute the contract for purchase and sale of Parcel II within sixty (60) days of the Notice of Intent to Sell, this Agreement shall become null and void.

7. MISCELLANEOUS.

(a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage prepaid. Such notices shall be deemed to have been served on the date mailed, postage prepaid. All such notices and communications shall be addressed as follows:

Seller:	Dustin Harpe 8501 75 th Street, Suite H Kenosha, WI 53142
Purchaser:	City of Kenosha 625 52 nd Street Kenosha, WI 53140

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(d) Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.

(e) Time. Time is of the essence of this Agreement.

(f) Headings. The headings inserted at the beginning of each paragraph and/or sub-paragraph are for convenience or reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Seller and Purchaser and supersedes all prior discussions and agreements within written or oral between Seller and Purchaser with respect to the Options and all other matters contained herein, and constitutes the sole and entire Agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Seller and Purchaser with the formalities hereof.

(Signature pages follow)

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: [Signature]
KEITH G. BOSMAN, Mayor

Date: Oct. 22, 2015

BY: [Signature]
DEBRA SALAS, City Clerk/Treasurer

Date: Oct 22, 2015

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 22nd day of October, 2015, 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 municipal corporation, by its authority.

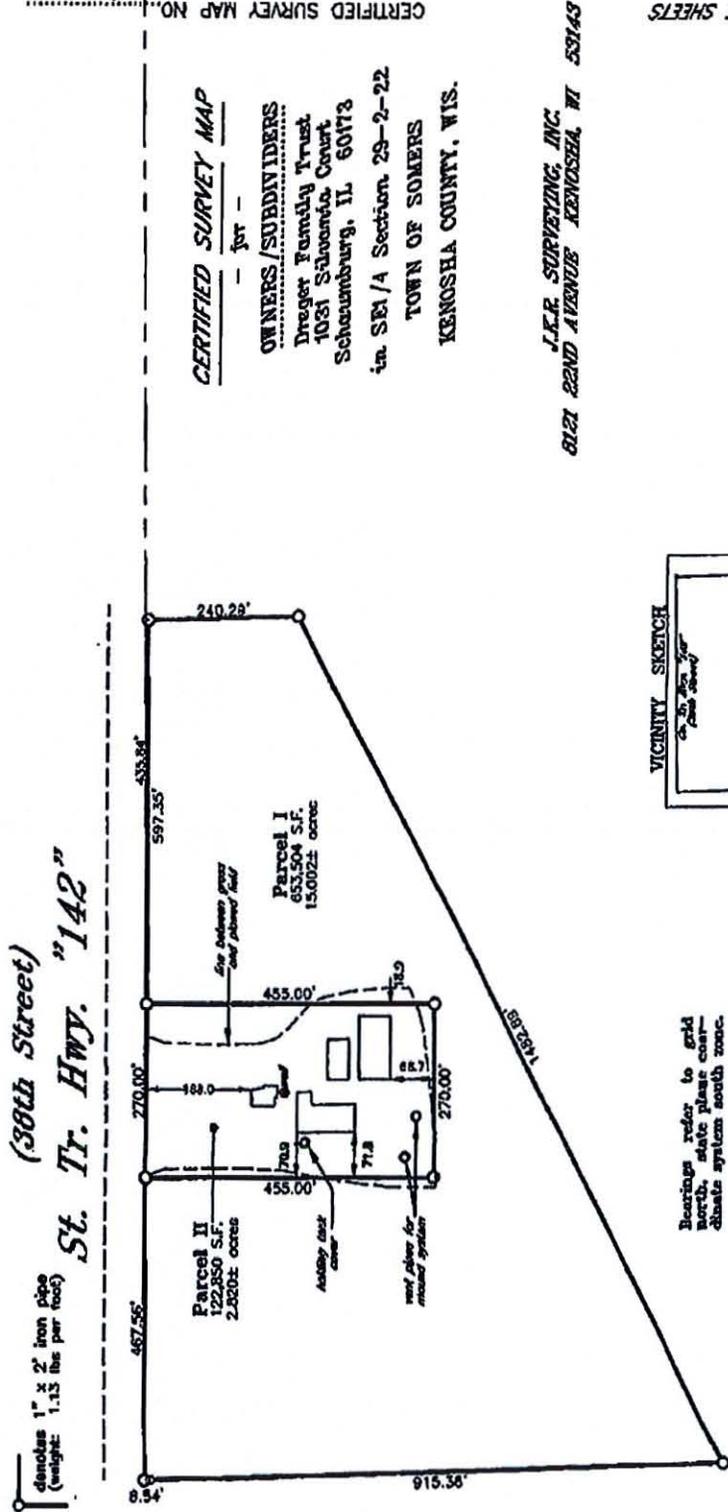
[Signature]
Paula M. Lattergrass
Notary Public, Kenosha County, WI.
My Commission expires/is: 08/09/2019

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



EXHIBIT 1

SHEET ONE OF THREE SHEETS



CERTIFIED SURVEY MAP NO. _____

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI 53143

WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RUMPHART (S-2141)
Dated: April 2, 2015

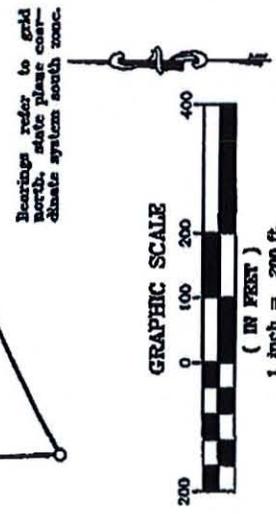


EXHIBIT 2

**City of Kenosha
Harpe Airport Property
Amortization Schedule (1) (2)**

	<u>Interest (3)</u>	<u>Principal</u>	<u>Combined Payment</u>	<u>Balance</u>
Purchase Price				325,000
Payment @ Closing	-	46,429	46,429	278,571
Yr. 1	6,964	46,429	53,393	232,143
Yr. 2	5,804	46,429	52,232	185,714
Yr. 3	4,643	46,429	51,071	139,286
Yr. 4	3,482	46,429	49,911	92,857
Yr. 5	2,321	46,429	48,750	46,429
Yr. 6	1,161	46,429	47,589	-
Totals	24,375	325,000	349,375	

Note 1 - Prepayments allowed at any time with out penalty.

Note 2 - Payment in Full made with in three (3) years of closing results in all interest paid during the period to be refunded in full back to the City.

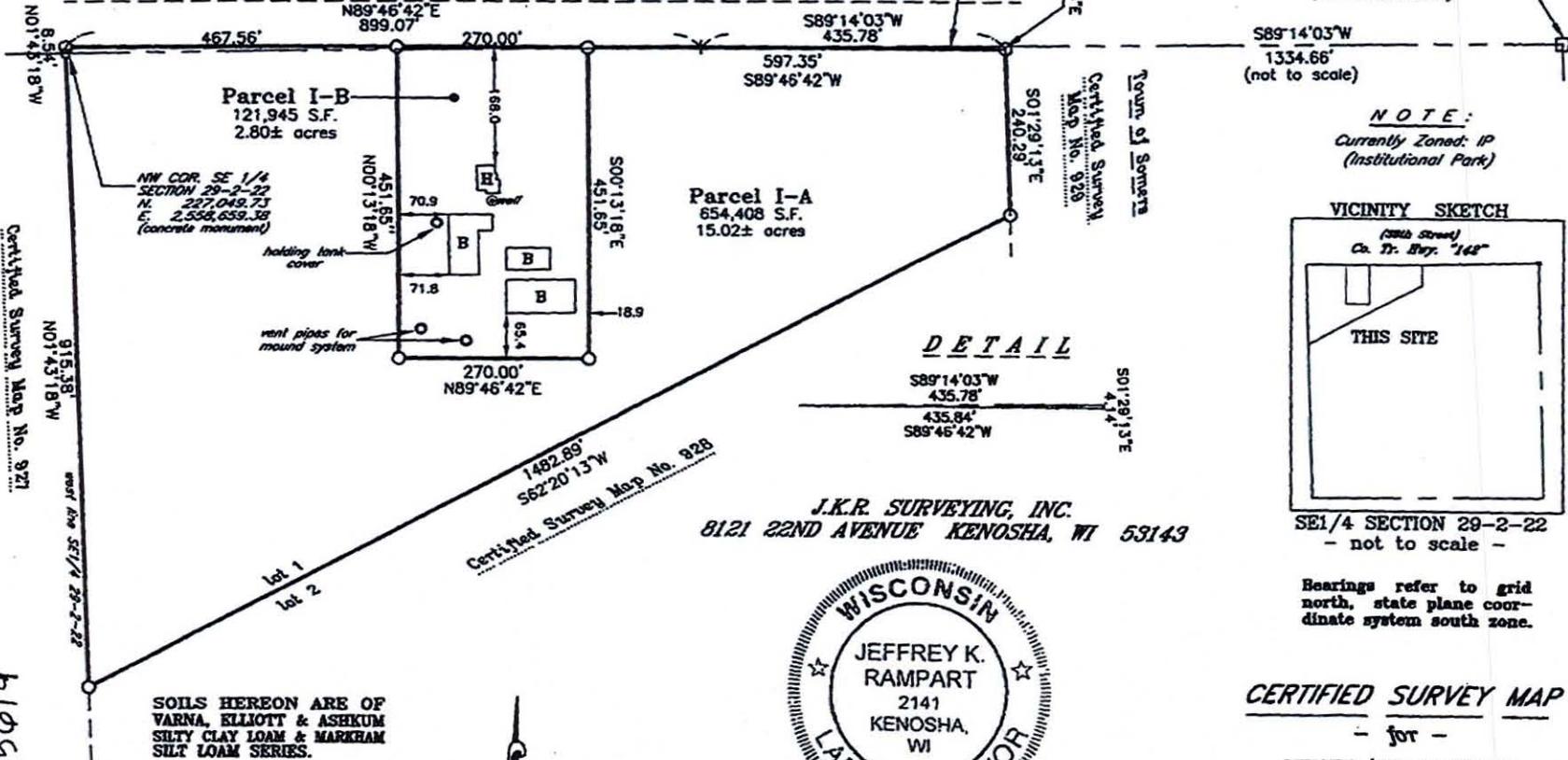
Note 3 - Interest @ 2.5% annually.

ADDENDUM 2

denotes 1" x 2" iron pipe
(weight: 1.13 lbs per foot)

(38th Street)
St. Tr. Hwy. "142"

area to be dedicated
for public right-of-way
(see detail below)

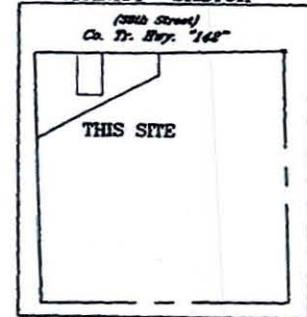


NE COR. SE 1/4
SECTION 29-2-22
N. 227.055.47
E. 2,561,320.46
(concrete monument)

S89°14'03"W
1334.66'
(not to scale)

NOTE:
Currently Zoned: IP
(Institutional Park)

VICINITY SKETCH



SE 1/4 SECTION 29-2-22
- not to scale -

Bearings refer to grid
north, state plane coord-
inate system south zone.

CERTIFIED SURVEY MAP

- for -
OWNER/SUBDIVIDER

Dustin Harpe

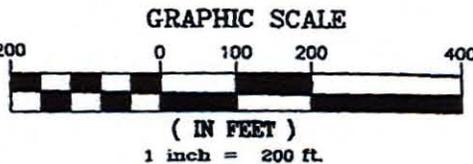
in SE 1/4 Section 29-2-22
CITY OF KENOSHA
KENOSHA COUNTY, WIS.

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI 53143



WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART (S-2141)
Dated November 16, 2015
Revised 1/18/16

SOILS HEREON ARE OF
VARNA, ELLIOTT & ASHKUM
SILTY CLAY LOAM & MARKHAM
SILT LOAM SERIES.



DOC# 1765619

CERTIFIED SURVEY MAP NO. 2807

SHEET ONE OF THREE SHEETS

Doc# 1765619

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map, the exterior boundaries of which are described as:

A Re-division of Lot 1 of Certified Survey Map No. 928, a plat of record in the Kenosha County Land Registry, as per Volume 1133, Pages 540-41; lying and being in part of the Southeast and Northeast Quarter of Section 29, Town 2 North, Range 22 East of the Fourth Principal Meridian; lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as: Commencing at the northeast corner of said quarter section; thence S89°14'03"W along the north line of said quarter section 1334.66 feet to the point of beginning; thence continue S89°14'03"W along said north line 435.78 feet to a point; thence S89°46'42"W 899.07 feet; thence S01°43'18"E 8.54 feet to the center of said Section 29; thence S01°43'18"E along the west line of said quarter section 915.38 feet; thence N61°20'13"E 1482.89 feet; thence N01°29'13"W 244.43 feet to the north line of said quarter section and the point of beginning.

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys, the City of Kenosha Land Division and Platting Ordinance.



Dated this 16th day of November, 2015
Revised 1/18/16

SURVEYOR.....*J.K.R.*.....
JEFFREY K. RAMPART (S-2141)
WISCONSIN REGISTERED LAND SURVEYOR

As owner(s), I (we) hereby certify that I (we) caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat.

OWNER/SUBDIVIDER.....*[Signature]*.....
DUSTIN HARPE

STATE OF WISCONSIN
KENOSHA COUNTY S.S.

Personally came before me this 18th day of January, 2016, the above named Dustin Harpe, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission Expires 8/4/19.....
[Signature]
D. A. BELLEFEUILLE NOTARY PUBLIC

OWNER/SUBDIVIDER
Dustin Harpe
8501-75th Street
Kenosha, WI 53142



Doe # 1765619

CERTIFIED SURVEY MAP

I, JEFFREY K. RAMPART, SURVEYOR, hereby certify that I have prepared this certified survey map as directed by the owner(s)/subdivider(s) as stated hereon:

J.K.R. SURVEYING, INC.
8121 22ND AVENUE KENOSHA, WI 53143

That I have complied with the provisions of Chapter 236.34 of the State Statutes on certified surveys, the City of Kenosha Land Division and Platting Ordinance.

Dated this 16th day of November, 2015
Revised 1/18/16



SURVEYOR.....*J. Rampart*.....
WISCONSIN REGISTERED LAND SURVEYOR
JEFFREY K. RAMPART (S-2141)

This certified survey map has been submitted to and approved by the Common Council of the City of Kenosha. Adopted this 21st day of December, 2015.

ATTEST: *Debra L. Salas*
DEBRA L. SALAS, City Clerk-Treasurer

APPROVE: *Keith G. Bosman*
KEITH G. BOSMAN, Mayor

OWNER/SUBDIVIDER
Dustin Harpe
8501-75th Street
Kenosha, WI 53142

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

**DOCUMENT
1763619**

**RECORDED
At Kenosha County, Wisconsin WI 53140
Jocelyn L. Storz, Register of Deeds
February 04, 2016 3:31 PM
\$30.00
Pages 4**

SELLER DISCLOSURE REPORT - VACANT LAND

PROPERTY OWNER: Dustin Harpe

PROPERTY ADDRESS: PARCEL I-A 15.02 Acres

OWNER HAS OWNED THE PROPERTY FOR 1 YEARS.

Wis. Admin. Code § RL 24.07(1)(a) requires listing brokers to inspect the property and to "make inquiries of the seller on the condition of the structure, mechanical systems and other relevant aspects of the property. The licensee shall request that the seller provide a written response to the licensee's inquiry." Wis. Admin. Code § RL 24.07(2) requires listing brokers to disclose all material adverse facts discovered in Broker's inspection or disclosed by Owner, in writing, in a timely manner, to all parties. This Seller Disclosure Report is a tool designed to help the licensee fulfill these license law duties. Owner's statements are a representation of Owner's knowledge of the Property's condition. It is not a property condition warranty by the Owner or any agent of the Owner, nor is it a substitute for any inspections or testing buyer may wish to have done. Buyer may, however, rely upon this information in deciding whether or not, or upon what terms, to purchase the Property. In this form, "defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

Are you aware of any of the following with regard to the Property? "Aware" means to have notice or knowledge. CIRCLE ONE ANSWER: Explain any "yes" or "unsure" answers in the blank lines following item (31).

- | | | | |
|---|-----|-----------|---------------|
| 1. Planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property or the present use of the Property? | yes | no | <u>unsure</u> |
| 2. Government agency or court order requiring repair, alteration or correction of any existing condition? | yes | <u>no</u> | unsure |
| 3. Land division or subdivision for which required state or local approvals were not obtained? | yes | <u>no</u> | unsure |
| 4. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations? | yes | <u>no</u> | unsure |
| 5. A portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation Plan, or enrolled in, or in violation of, a Forest Crop, Managed Forest, Conservation Reserve or comparable program? | yes | <u>no</u> | unsure |
| 6. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing)? | yes | <u>no</u> | unsure |
| 7. Material violations of environmental rules or other rules or agreements regulating the use of the Property? | yes | <u>no</u> | unsure |
| 8. Conditions constituting a significant health risk or safety hazard for occupants of the Property? | yes | <u>no</u> | unsure |
| 9. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including but not limited to gasoline and heating oil? | yes | <u>no</u> | unsure |
| 10. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil or other potentially hazardous or toxic substances on the premises? | yes | <u>no</u> | unsure |
| 11. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property? | yes | <u>no</u> | unsure |
| 12. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property? | yes | <u>no</u> | unsure |
| 13. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Adm. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations? | yes | <u>no</u> | unsure |
| 14. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations? | yes | <u>no</u> | unsure |
| 15. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation or manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations? | yes | <u>no</u> | unsure |
| 16. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the DNR Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program? | yes | <u>no</u> | unsure |
| 17. Legal vehicular access to the Property from public roads? | yes | <u>no</u> | unsure |
| 18. Homeowners' associations, common areas shared or co-owned with others, zoning violations or non-conforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements? | yes | <u>no</u> | unsure |

Phone:

Fax:

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

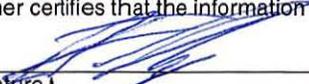
- 19. Special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district? yes no unsure
- 20. Proposed construction of a public project that may affect the use of the Property? yes no unsure
- 21. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition? yes no unsure
- 22. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments? yes no unsure
- 23. Burial sites, archeological artifacts, mineral rights, orchards or endangered species? yes no unsure
- 24. Flooding, standing water, drainage problems or other water problems on or affecting the Property? yes no unsure
- 25. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides? yes no unsure
- 26. Significant odor, noise, water intrusion or other irritants emanating from neighboring property? yes no unsure
- 27. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties? yes no unsure
- 28. Existing or abandoned manure storage facilities on the Property? yes no unsure
- 29. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence? yes no unsure
- 30. Use Value Assessments: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section at 608-266-2149 or visit <http://www.revenue.wi.gov/faqs/slf/useassmt.html>.
 - (a) All or part of the land has been assessed as agricultural land under Wis. Stat. § 70.32 (2r)? yes no unsure
 - (b) The owner has been assessed a use-value conversion charge under Wis. Stat. § 74.485(2)? yes no unsure
 - (c) The payment of a use-value conversion charge has been deferred under Wis. Stat. § 74.485(4)? yes no unsure
- 31. Utility Connections: the Property is connected to the following utilities on the Property or at the lot line:

a. Electricity?	yes <input type="radio"/> no <input type="radio"/> unsure <input type="radio"/>	b. Municipal water?	yes <input type="radio"/> no <input type="radio"/> unsure <input type="radio"/>	c. Telephone?	yes <input checked="" type="radio"/> no <input type="radio"/> unsure <input type="radio"/>
d. Cable?	yes <input type="radio"/> no <input type="radio"/> unsure <input type="radio"/>	e. Gas?	yes <input type="radio"/> no <input type="radio"/> unsure <input type="radio"/>	f. Municipal sewer?	yes <input type="radio"/> no <input type="radio"/> unsure <input type="radio"/>

EXPLANATIONS OF "YES" OR "UNSURE" ANSWERS _____

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by phone at 608-240-5830.

The Owner certifies that the information in this report is true and correct to the best of the Owner's knowledge as of the date below.

(X)  3-3-15 (X) _____ _____

Signature ▲ Date ▲ Signature ▲ Date ▲

Broker certifies that Broker has inspected the Property and that unless otherwise indicated, Broker is not aware of any defects other than those disclosed by this report or of information inconsistent with this report.

Broker/Firm Name ▲

(X) _____ _____
By ▲ Date ▲

I acknowledge receipt of a copy of this report.

(X) _____ _____
Buyer's Signature ▲ Buyer's Signature ▲

Copyright © 2008 by Wisconsin REALTORS® Association; Drafted by: Attorney Debra Peterson Conrad
 No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.
 This report form does not satisfy Wisconsin Statute Chapter 709 which generally applies to transfers of real estate containing 1-4 dwelling units.

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

City of Kenosha, a municipal corporation,
("Mortgagor," whether one or more) mortgages to Dustin R. Harpe
,
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$ 325,000.00 evidenced by a note or notes, or other
obligation ("Obligation") dated of even date herewith
, executed by City of Kenosha

Recording Area

Name and Return Address

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

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

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

Parcel I-A 15.02 acres - Legal Description to be added.

1. MORTGAGOR'S COVENANTS.

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

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

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

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

~~otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.~~

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

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

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

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

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

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

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

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

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

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

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

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

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

A. All fixtures ~~and personal property~~ located on or related to the operations of the Property whether now owned or hereafter acquired.

B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are City of Kenosha, 625 - 52nd St., Kenosha, WI 53140;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____; and

(7) the address of the secured party is 8501 - 75th St., Suite H Kenosha, WI 53142

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

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

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

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

Dated _____ .

City of Kenosha

_____(SEAL)_____(SEAL)
* By: Keith Bosman, Mayor * Debra Salas, City Clerk/Treasurer

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

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

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

THIS INSTRUMENT DRAFTED BY:
Mathew A. Knight
Deputy City Attorney

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

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE

STATE BAR OF WISCONSIN

FORM NO. 21-2003

* Type name below signatures.

State Bar of Wisconsin Form 16-2003
FIXED RATE NOTE

Document Number

Document Name

For value received, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to the order of Dustin R. Harpe ("Holder") the principal sum of \$ 325,000.00 ~~together with interest on the unpaid principal balance from the date of this note ("Note") at the rate of _____ % per annum~~ until this Note is paid in full. Interest shall be computed as described below based on a 360 day year. Payment shall be made as follows:

CHOOSE ONE OF THE FOLLOWING OPTIONS; ONLY ONE SHALL APPLY:

- A. **Single Payment.** In one payment on _____, plus interest payable _____.
- B. **Installments of Principal and Interest.** In _____ equal payments of \$ _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal and interest due on _____.
- C. **Installments of Interest Only.** In payments of interest of \$ _____ due on _____, and on the same day of each _____ month thereafter, plus a final payment of the unpaid principal due plus accrued interest on _____.
- D. **Other.** See attached Paragraph 1. _____

Payments shall be made to Holder at 8501 - 75th Street, Suite H, Kenosha, WI 53140 or such other location as Holder shall designate by written notice to Borrower.

CHOOSE THE FOLLOWING, IF APPLICABLE:

- On execution of this Note, Borrower will prepay interest to _____.

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

- A. This Note may be prepaid in whole or part without premium or penalty at any time.
- B. There may be no prepayment of principal without permission of Holder.

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

- A. Any prepayment shall be applied to principal in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.
- B. In the event of any prepayment, this Note shall not be treated as in default with respect to payment so long as the unpaid balance of principal and interest (and in such case accruing interest shall be treated as unpaid principal) is less than the amount that said indebtedness would

have been had the payments been made as specified above; provided that payments shall continue in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded from any mortgage given as security for this Note.

Holder may grant renewals or extensions or otherwise modify the terms of this Note or any instrument securing this Note without affecting the liability of Borrower or any guarantor of this Note.

If Borrower fails to pay any installment payable hereunder within 15 days after it becomes due or if any other default, including a default under any security for this Note, is not cured within 30 days after notice of default is mailed to Borrower, Holder may at its option and without further notice accelerate the amount due under the Note and declare it immediately due and payable. If any installment payable hereunder is delinquent more than 15 days, Borrower shall pay a late charge to Holder of 5% of the delinquent amount. Borrower shall pay all costs and expenses, including reasonable attorney fees, of collection and enforcement of any security for the Note, unless prohibited by law.

Other provisions: _____

Presentment, protest and notice of dishonor are hereby waived.

This Note is secured by a purchase money mortgage of even date herewith.

Dated _____.

_____(SEAL)_____(SEAL)
*By: Keith Bosman, Mayor *By: Debra Salas, City Clerk/Treasurer

GUARANTY

The undersigned, for valuable consideration, hereby guarantees payment of all sums due and to become due under the above Note, including (without limitation) principal, interest and costs and expenses of collection.

Dated _____.

GUARANTOR:

_____(SEAL)_____(SEAL)
* *

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
FIXED RATE NOTE STATE BAR OF WISCONSIN FORM NO. 16-2003

* Type name below signatures.

PARAGRAPH 1

Pursuant to Option to Purchase Real Estate Agreement between Borrower and Holder, Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) payable in equal annual installments over a seven year amortization period at an interest rate of 2.5%, first payment due at closing. Prepayment can be made at any time during this period without penalty. In the event payment is made in full within years one through three of the amortization period, the interest rate shall be reduced to 0%. Any interest paid in years one through three shall be converted to principle and credited against the purchase price. Amortization is attached.

Initials: _____

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

FROM: Doug M. Kroening, Property Maintenance Inspector
Department of Community Development and Inspections

SUBJECT: **Request from Samuel Hood for (2) Resolutions to Rescind Special Charges for Reinspection Fees in the Total Amount of \$6,000.00 for the Property Located at 5402 25th Avenue**
Request from Samuel Hood to Rescind Reinspection Fees in the Amount of \$720.00

DATE: March 2, 2016

The owner of the subject property, Samuel Hood, is requesting the rescindment of the following fees issued for subject property:

1. Special Charges in the amount of \$4,620.00 assessed under Resolution #007-16 on January 20, 2016 (Item I.1 on the Common Council Agenda)
2. Special Charges in the amount of \$1,380.00 assessed under Resolution #23-16 on February 17, 2016 (Item I.2 on the Common Council Agenda)
3. Reinspection Fees in the amount of \$720.00 (Item M.1 on the Common Council Agenda)

In the appeal, Mr. Hood states that the reason for the request is that the notices were sent to his previous address and had become mixed with notices from another property. It should be noted that the all correspondence was mailed to the address on record with the Assessor's Office. Additionally, Mr. Hood states that the property was treated for bedbugs on September 15, 2015, and October 13, 2015.

The following is a history for subject property regarding the two (2) complaints that were filed – the first complaint was filed in February, 2014 for interior violations and the second complaint was filed in May of 2015 for bedbugs.

Case #H140077 (Various Interior and Exterior Violations):

February 6, 2014	Initial inspection done by Senior Property Maintenance Inspector Martha Swartz
February 17, 2014	A written Order to Repair was posted on the building by Property Maintenance Inspector, Robert Newhouse, and mailed to the owner at the address of record
July 22, 2014	Reinspection of the property showed that the violations remained

July 31, 2014	A Notice to Complete was sent to the owner and mailed to the address of record
August 11, 2014	A Final Notice was mailed to the owner of record
November 12, 2014	A reinspection of the property showed that the violations remained
March 3, 2015	The case was transferred to Property Maintenance Inspector Doug Kroening for subsequent follow-up. A reinspection confirmed that the violations remained.
March 20, 2015	A Final Notice was re-issued to the property owner and mailed to the address of record.
June 29, 2015	Initial Reinspection Fee issued (\$72.00). Reinspection verified exterior violations remain. (This fee was later added to the tax role for 2015 and is not appealable.)
July 22, 2015	Left voice mail for property owner (Sam Hood), indicating that Reinspection Fees will continue unless progress is made toward correcting the outstanding violations.
August 21, 2015	Reinspection Fee #2 (\$90.00) – reinspection verified exterior violations remain.
September 10, 2015	Reinspection Fee #3 (\$180.00) – reinspection verified exterior violations remain
September 25, 2015	Spoke to Mr. Hood about repairs to exterior of the property and the permit required for the water heater installed without a permit.
October 8, 2015	Reinspection Fee #4 (\$360.00) – reinspection verified exterior violations remain
November 30, 2015	Reinspection Fee #5 (\$360.00) – reinspection verified exterior violations remain
January 20, 2016	Reinspection Fees #2 - #4 approved by Finance Committee and Common Council as Special Charges to the property
January 28, 2016	Reinspection Fee #6 (\$360.00) – reinspection verified exterior violations remain
February 17, 2016	Reinspection Fee #5 approved by Finance Committee and Common Council as Special Charges to the property

Case #H150880 (Bedbugs):

May 13, 2015	A complaint was received for a bedbug infestation at subject address. No bedbugs were observed during the initial inspection. A bedbug trap was left with the occupant
May 26, 2015	The bedbug trap was returned to the Department containing bedbugs
May 27, 2015	A voice mail message was left for the owner, Sam Hood
May 28, 2015	A written Order to Repair was posted on the building and mailed to the owner at the address of record for the remediation of the bedbug infestation by a licensed pest control operator. Per the Order to Repair, a copy of the work receipt was required to be submitted to the Department
June 11, 2015	No work receipt for the treatment of the bedbug infestation was received
June 29, 2015	A Final Notice was mailed to the owner at the address of record for failure to provide documentation of treatment of the bedbug infestation
July 15, 2015	Made phone call to owner – there was no response
July 22, 2015	Made phone call to owner and left voice mail indicating the Department would be issuing a Reinspection Fee if a work receipt for treatment of unit is not provided
July 22, 2015	Received a voice mail from Mr. Hood indicating that the tenant has since moved out of the unit. He stated he has a work receipt for treatment of the unit.
July 24, 2015	No work receipt received from Mr. Hood, although he was provided with the inspector's e-mail and fax number on July 22. Reinspection Fee #1 issued (\$72.00). (This fee was later added to the tax role for 2015 and is not appealable.)
August 6, 2015	Made phone call to Mr. Hood – voice mailbox was full
August 7, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #2 (\$90.00) issued
August 12, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #3 (\$180.00) issued
August 20, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #4 (\$360.00) issued
August 27, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #5 (\$360.00) issued
September 3, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #6 (\$360.00) issued

September 10, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #7 (\$360.00) issued
September 25, 2015	Spoke on the phone with Mr. Hood. He stated he hired a licensed pest control operator and will submit the report. We also discussed repairs to the exterior and the water heater that was installed without a permit (Case #H140077)
October 8, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #8 (\$360.00) issued
October 22, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #9 (\$360.00) issued
November 12, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #10 (\$360.00) issued
December 3, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #11 (\$360.00) issued
December 17, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #12 (\$360.00) issued
January 14, 2016	Still no work receipt from Mr. Hood – Reinspection Fee #13 (\$360.00) issued
January 20, 2016	Reinspection Fees #2 - #10 approved by Finance Committee and Common Council as Special Charges to the property
February 17, 2016	Reinspection Fees #11 - #12 approved by Finance Committee and Common Council as Special Charges to the property

Recommendation:

Staff recommends that all reinspection fees be upheld.

DMK:saz
Attachments

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind Twelve (12) Special Charges Levied by Resolution
No. 7-16 against Parcel No. 09-222-36-407-001
(5402 25th Avenue)
Kenosha, Wisconsin

WHEREAS, on January 20, 2016, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 7-16 levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Samuel Hood, that twelve (12) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 09-222-36-407-001 (5402 25th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that twelve (12) special charges in the total amount of \$4,620.00 levied by Resolution No. 7-16 against Parcel No. 09-222-36-407-001 (5402 25th Avenue) Kenosha, Wisconsin be and hereby are rescinded thereby reducing the total amount of the resolution by \$4,620.00.

Passed this ____ day of _____, 2016

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz



RECEIVED
FEB 15 2016
by MM
Form 100

FOR OFFICE USE ONLY
Date 2/15/16
Permit # n/a
Needs Approval
IP n/a
Fee'd n/a

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 02/16)

Property Address: 5402 25th Ave Date: 2-15-16

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other

Amount: \$6,000.00

Property Owner: Samuel Hood

Petitioner: _____

Mailing Address: 39799 Jonathan Knolls Wadsworth IL 60083

Home Phone Number: 630-936-2646 Daytime Phone Number: 630-668-2212

E-mail Address: Jackstraws1982@outlook.com

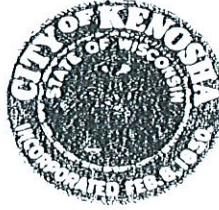
Reason for Appeal (if more space is needed, please attach information to this form): _____

I had 5402 25th Ave treated for bed bugs 9/15/14 and 10/13/15. I have had no reports from the tenants since. Notices have been mailed to my previous address and became mixed with notices for another property. I have spent more than \$10,000 making repairs and will not have money to complete the work if the city is going to fine me \$6,000

Petitioner's Signature: [Signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

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

Case No: H140077
Date: February 17, 2014

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 5402-25 Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4253. If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402-25 Avenue, Lower Case #: H140077

Violator: Samuel J and Jane L Hood
3907 Phillip
Zion IL 60099

Owner: Samuel J and Jane L Hood
3907 Phillip
Zion IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- 2-20-14 Lower Unit + Basement
Install working smoke detector in each unit, common hallways and basement. 16.25F
3-17-14 Repair/replace door knob which is loose and doesn't latch.
3-17-14 Repair/replace kitchen light ceiling fan which is loose.
3-17-14 Repair/replace broken electric outlet on north wall of bedroom.
3-17-14 Repair/replace broken closet doors in bedroom.
3-17-14 Repair damaged walls and ceiling including but not limited to bedroom closet ceiling and bathroom wall.
3-17-14 Properly complete unfinished window trim in bedroom.

If you have any questions, please contact your inspector at 262. 653 . 4253

Inspector: Matthew Swartz

Date of Inspection: 2-6-14

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February, 2014

Matthew Swartz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402 -25 Avenue, lower Case #: H140077

Violator: Samuel and Jane L Hood
3907 Phillip
Zion, IL 60099

Owner: Samuel J and Jane L Hood
3907 Phillip
Zion, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- 3-17-14 Properly repair uneven floor in bathroom.
3-17-14 Repair all windows throughout which have broken sashes, do not open properly or are boarded. All windows must have working locks.
3-17-14 Have licensed plumber obtain permit for water heater that was installed without permit. Water heater build date 7/3/2013.
3-17-14 Properly seal water heater chimney vent into chimney.
[EXTERIOR]
3-17-14 Install storm inserts where missing including east window.
5-1-14 Properly repair east porch floor which has plywood on top of deck.

If you have any questions, please contact your inspector at 262. 653 . 4253

Martha Swartz
Inspector

2-6-14
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February 2014 Martha Swartz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402-25 Avenue Case #: H140077

Violator: Samuel Jand Jane L Hood
3907 Phillip
Zion, IL 60099

Owner: Samuel Jand Jane L Hood
3907 Phillip
Zion, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

EXTERIOR CONT'D

5-1-14

Replace rotted wood on upper east porch. 16.181

5-1-14

Properly prepare and paint all areas of chipped paint including but not limited to doors, door trim, soffit, fascia and porch surfaces. 16.18A

If you have any questions, please contact your inspector at 262. 653 . 4253

Mattha Swartz
Inspector

2-6-14
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February 20 14

Mattha Swartz

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

Case Number: H140077
July 31, 2014

NOTICE TO COMPLETE

Samuel J. and Jane L. Hood
3907 Phillip
Zion, IL 60099

Dear Mr. & Ms. Hood:

Subject: Property Maintenance Code Violations at 5402 25th Avenue

A reinspection of subject property was conducted on July 24, 2014.

Although the majority of the violations were corrected, the following items were not completed:

- ◆ Screens are missing throughout (order was written in winter when storm windows were required)
- ◆ No permit for water heater installation; plumber must obtain permit from our department
- ◆ East porch floor improperly repaired
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

You have been granted an extension until **August 18, 2014**, to complete the work as indicated above. If the work has not been completed by that date, your property will be considered to remain in a noncompliance status; and, you may be charged a fee for any reinspections that show the repairs have not been made, or issued citations for any remaining violations.

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector

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

Case Number: H140077
August 11, 2014

FINAL NOTICE

Samuel J. and Jane L. Hood
9307 Phillip
Zion, IL 60099

Dear Mr. & Ms. Hood:

Subject: Property Maintenance Code Violations at 5402 25th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on February 17, 2014. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **September 12, 2014**, you will be issued up to seven (7) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ No working smoke detector seen in basement
- ◆ No permit obtained for water heater installed
- ◆ Improperly sealed chimney vent
- ◆ Missing screens throughout
- ◆ East porch decking improperly repaired with plywood
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector

MES:saz



Case Number: H140077
March 20, 2015

FINAL NOTICE

Samuel J. Hood
3907 Phillip
Zion, IL 60099

Dear Mr. Hood,

Subject: Property Maintenance Code Violations at 5402 25th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on February 17, 2014. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by April 3, 2015, you will be issued up to (7) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ No working smoke detector seen in basement
- ◆ No permit obtained for water heater installed
- ◆ Improperly sealed chimney vent
- ◆ Missing screens throughout
- ◆ East porch decking improperly repaired with plywood
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

Please call me at 262.653.4253 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS



Doug M. Kroening
Property Maintenance Inspector

DMK:mms

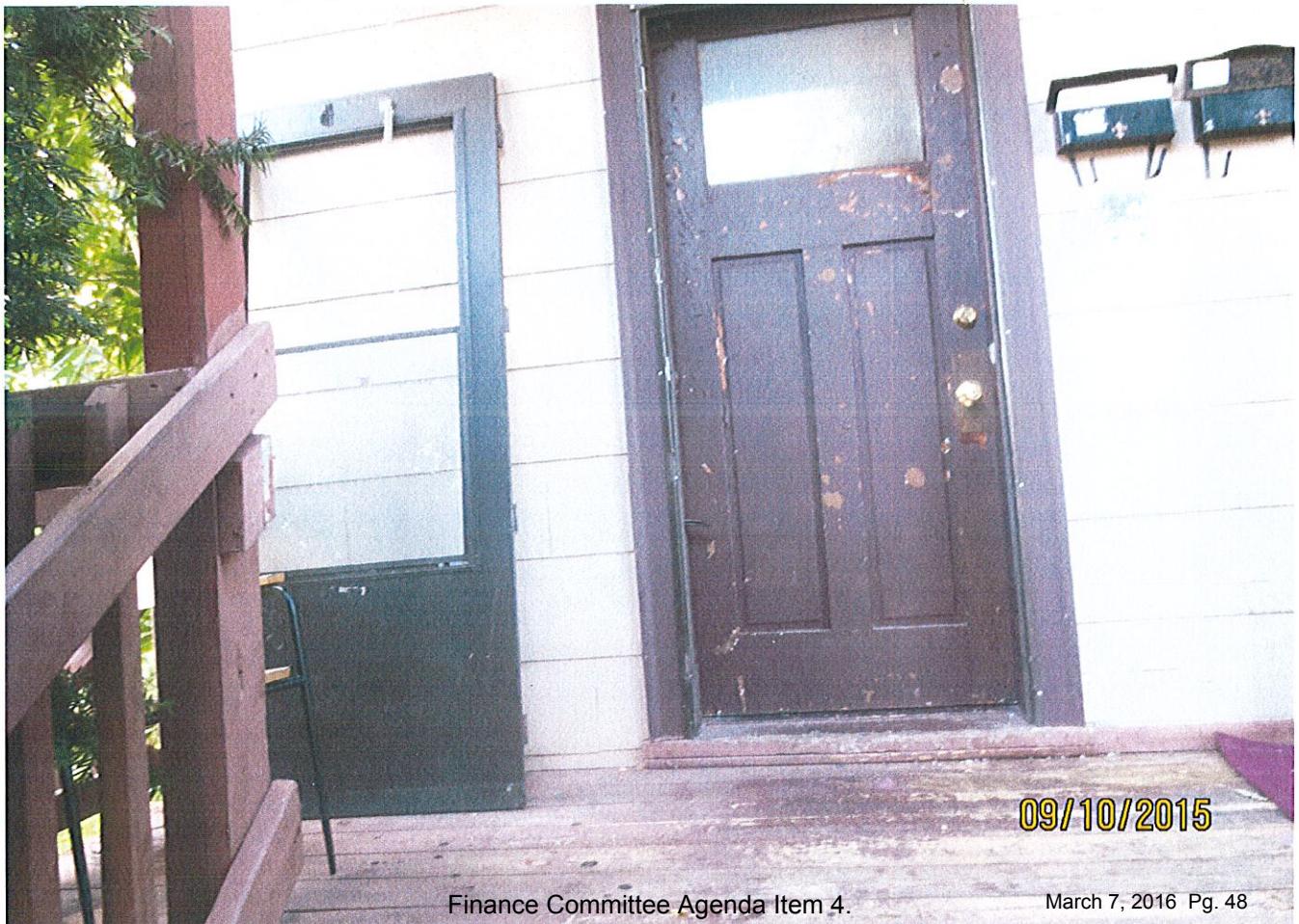


IMPROPERLY REPAIRED PORCH (ABOVE)





CHIPPED PAINT ON SOUTH DOOR (ABOVE & BELOW)





CHIPPED PAINT ON PORCH (ABOVE)



IMPROPERLY REPAIRED PORCH FLOOR. (ABOVE)



VIEW OF MISSING SCREENS (ABOVE and BELOW)





MISSING SCREEN and Chipped paint on SOFFIT (ABOVE)



CHIPPED PAINT (ABOVE) ON SOFFIT



10/08/2015

CHIPPED PAINT ON DOOR (ABOVE)



10/08/2015



Chipped and DAMAGED ENTRY DOOR (ABOVE)



Chipped PAINT and DAMAGED CEILING ON PORCH (ABOVE)



VIEW OF MISSING SCREENS (ABOVE)



Chipped Paint on Window (ABOVE)



CHIPPED PAINT AND DAMAGED CEILING ON PORCH (ABOVE)



IMPROPERLY PERMITTED PORCH FLOOR (ABOVE)



11/30/2015

Chipped PAINT and DAMAGED DOOR (ABOVE & BELOW)



11/30/2015



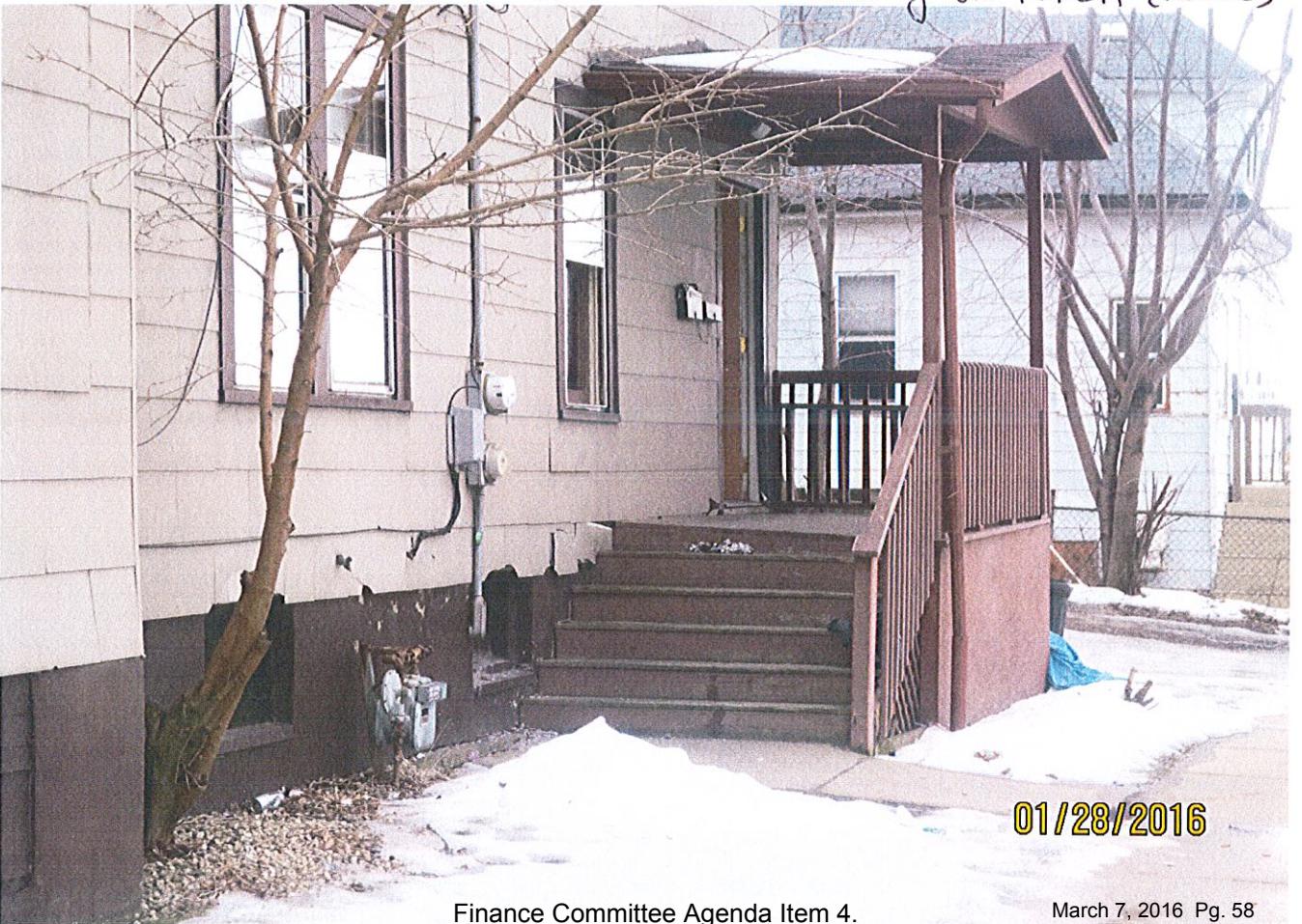
CHIPPED PAINT AND DAMAGED DOOR (ABOVE)



IMPROPERLY REPAIRED FLOOR (ABOVE)



CHIPPED PAINT AND DAMAGED CEILING ON PORCH (ABOVE)





Chipped paint AND MISSING STORM WINDOWS. (ABOVE)



Case No: H150880
Date: MAY 28, 2015

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 5402 25th Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4104. If it is more convenient, you may e-mail me at dkroening@kenosha.org.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402 25th Avenue Unit #3 Case #: H150880

Violator: SAME AS OWNER

Owner: SAMUEL J & JANE L HOOD
3907 Phillip
ZION, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

JUNE 8, 2015 PROVIDE FOR EFFECTIVE EXTERMINATION OF BED BUGS IN THE ENTIRE BUILDING BY A LICENSED PROFESSIONAL PEST CONTROL OPERATOR.
- EXTERMINATION TO BE DONE IN ALL UNITS, COMMON AREAS AND BASEMENT
- EXTERMINATOR IS REQUIRED TO SUBMIT A SIGNED SERVICE REPORT TO THIS DEPARTMENT INDICATING DATES OF SERVICE, AREAS TREATED, AND METHODS USED.
- ALL OCCUPANTS ARE TO BE NOTIFIED PRIOR TO EXTERMINATION SERVICE. 16.21 A, C

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262.653.4104

Doug Kroening Inspector

MAY 13, 2015 Date of Inspection

Posted 28 Day of MAY, 2015 by [Signature]



Case Number: H150880
June 29, 2015

FINAL NOTICE

Samuel J. & Jane L. Hood
3907 Phillip
Zion, IL 60099

Dear Property Owner,

Subject: Property Maintenance Code Violations at 5402 25th Avenue, Unit #3

To date, you have not completed the repairs required by the *Order to Repair* issued to you on **May 13, 2015**. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **July 7, 2015**, you will be issued up to (1) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ Infestation of bed bugs

Please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:mms



February 29, 2016

Samuel Hood
39799 Johnathan Knolls Lane
Wadsworth, IL 60083

Dear Mr. Hood:

Subject: Request for Rescindment of Reinspection Fees – 5402 25th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, March 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

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

FROM: Doug M. Kroening, Property Maintenance Inspector
Department of Community Development and Inspections

SUBJECT: **Request from Samuel Hood for (2) Resolutions to Rescind Special Charges for Reinspection Fees in the Total Amount of \$6,000.00 for the Property Located at 5402 25th Avenue**
Request from Samuel Hood to Rescind Reinspection Fees in the Amount of \$720.00

DATE: March 2, 2016

The owner of the subject property, Samuel Hood, is requesting the rescindment of the following fees issued for subject property:

1. Special Charges in the amount of \$4,620.00 assessed under Resolution #007-16 on January 20, 2016 (Item I.1 on the Common Council Agenda)
2. Special Charges in the amount of \$1,380.00 assessed under Resolution #23-16 on February 17, 2016 (Item I.2 on the Common Council Agenda)
3. Reinspection Fees in the amount of \$720.00 (Item M.1 on the Common Council Agenda)

In the appeal, Mr. Hood states that the reason for the request is that the notices were sent to his previous address and had become mixed with notices from another property. It should be noted that the all correspondence was mailed to the address on record with the Assessor's Office. Additionally, Mr. Hood states that the property was treated for bedbugs on September 15, 2015, and October 13, 2015.

The following is a history for subject property regarding the two (2) complaints that were filed – the first complaint was filed in February, 2014 for interior violations and the second complaint was filed in May of 2015 for bedbugs.

Case #H140077 (Various Interior and Exterior Violations):

February 6, 2014	Initial inspection done by Senior Property Maintenance Inspector Martha Swartz
February 17, 2014	A written Order to Repair was posted on the building by Property Maintenance Inspector, Robert Newhouse, and mailed to the owner at the address of record
July 22, 2014	Reinspection of the property showed that the violations remained

July 31, 2014	A Notice to Complete was sent to the owner and mailed to the address of record
August 11, 2014	A Final Notice was mailed to the owner of record
November 12, 2014	A reinspection of the property showed that the violations remained
March 3, 2015	The case was transferred to Property Maintenance Inspector Doug Kroening for subsequent follow-up. A reinspection confirmed that the violations remained.
March 20, 2015	A Final Notice was re-issued to the property owner and mailed to the address of record.
June 29, 2015	Initial Reinspection Fee issued (\$72.00). Reinspection verified exterior violations remain. (This fee was later added to the tax role for 2015 and is not appealable.)
July 22, 2015	Left voice mail for property owner (Sam Hood), indicating that Reinspection Fees will continue unless progress is made toward correcting the outstanding violations.
August 21, 2015	Reinspection Fee #2 (\$90.00) – reinspection verified exterior violations remain.
September 10, 2015	Reinspection Fee #3 (\$180.00) – reinspection verified exterior violations remain
September 25, 2015	Spoke to Mr. Hood about repairs to exterior of the property and the permit required for the water heater installed without a permit.
October 8, 2015	Reinspection Fee #4 (\$360.00) – reinspection verified exterior violations remain
November 30, 2015	Reinspection Fee #5 (\$360.00) – reinspection verified exterior violations remain
January 20, 2016	Reinspection Fees #2 - #4 approved by Finance Committee and Common Council as Special Charges to the property
January 28, 2016	Reinspection Fee #6 (\$360.00) – reinspection verified exterior violations remain
February 17, 2016	Reinspection Fee #5 approved by Finance Committee and Common Council as Special Charges to the property

Case #H150880 (Bedbugs):

May 13, 2015	A complaint was received for a bedbug infestation at subject address. No bedbugs were observed during the initial inspection. A bedbug trap was left with the occupant
May 26, 2015	The bedbug trap was returned to the Department containing bedbugs
May 27, 2015	A voice mail message was left for the owner, Sam Hood
May 28, 2015	A written Order to Repair was posted on the building and mailed to the owner at the address of record for the remediation of the bedbug infestation by a licensed pest control operator. Per the Order to Repair, a copy of the work receipt was required to be submitted to the Department
June 11, 2015	No work receipt for the treatment of the bedbug infestation was received
June 29, 2015	A Final Notice was mailed to the owner at the address of record for failure to provide documentation of treatment of the bedbug infestation
July 15, 2015	Made phone call to owner – there was no response
July 22, 2015	Made phone call to owner and left voice mail indicating the Department would be issuing a Reinspection Fee if a work receipt for treatment of unit is not provided
July 22, 2015	Received a voice mail from Mr. Hood indicating that the tenant has since moved out of the unit. He stated he has a work receipt for treatment of the unit.
July 24, 2015	No work receipt received from Mr. Hood, although he was provided with the inspector's e-mail and fax number on July 22. Reinspection Fee #1 issued (\$72.00). (This fee was later added to the tax role for 2015 and is not appealable.)
August 6, 2015	Made phone call to Mr. Hood – voice mailbox was full
August 7, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #2 (\$90.00) issued
August 12, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #3 (\$180.00) issued
August 20, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #4 (\$360.00) issued
August 27, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #5 (\$360.00) issued
September 3, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #6 (\$360.00) issued

September 10, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #7 (\$360.00) issued
September 25, 2015	Spoke on the phone with Mr. Hood. He stated he hired a licensed pest control operator and will submit the report. We also discussed repairs to the exterior and the water heater that was installed without a permit (Case #H140077)
October 8, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #8 (\$360.00) issued
October 22, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #9 (\$360.00) issued
November 12, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #10 (\$360.00) issued
December 3, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #11 (\$360.00) issued
December 17, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #12 (\$360.00) issued
January 14, 2016	Still no work receipt from Mr. Hood – Reinspection Fee #13 (\$360.00) issued
January 20, 2016	Reinspection Fees #2 - #10 approved by Finance Committee and Common Council as Special Charges to the property
February 17, 2016	Reinspection Fees #11 - #12 approved by Finance Committee and Common Council as Special Charges to the property

Recommendation:

Staff recommends that all reinspection fees be upheld.

DMK:saz
Attachments

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind Three (3) Special Charges Levied by Resolution
No. 23-16 against Parcel No. 09-222-36-407-001
(5402 25th Avenue)
Kenosha, Wisconsin

WHEREAS, on February 17, 2016, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 23-16 levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Samuel Hood, that three (3) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 09-222-36-407-001 (5402 25th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that three (3) special charges in the total amount of \$1,380.00 levied by Resolution No. 23-16 against Parcel No. 09-222-36-407-001 (5402 25th Avenue) Kenosha, Wisconsin be and hereby are rescinded thereby reducing the total amount of the resolution by \$1,380.00.

Passed this ____ day of _____, 2016

Approved:

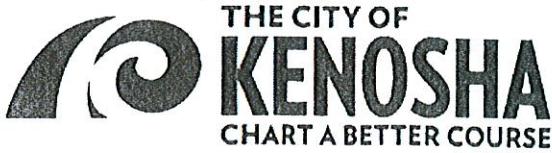
_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz



RECEIVED
FEB 15 2016
by MM
Form 100

FOR OFFICE USE ONLY
Date 2/15/16
Permit # n/a
Needs Approval
IP n/a
Fee'd n/a

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 02/16)

Property Address: 5402 25th Ave Date: 2-15-16

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other

Amount: \$6000⁰⁰

Property Owner: Samuel Hood

Petitioner: _____

Mailing Address: 39799 Jonathan Knolls Wadsworth IL 60083

Home Phone Number: 630-936-2686 Daytime Phone Number: 630-668-2212

E-mail Address: Jackstraws1982@outlook.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

I had 5402 25th Ave treated for bed bugs 9/15/14 and 10/13/15. I have had no reports from the tenants since. Notices have been mailed to my previous address and became mixed with notices for another property. I have spent more than \$10,000 making repairs and will not have money to complete the work if the city is going to fine me \$6,000

Petitioner's Signature: [Handwritten Signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

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

Case No: 1140077
Date: February 17, 2014

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 5402-25 Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4253. If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS


Martha E. Swartz
Property Maintenance Inspector

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402-25 Avenue, Lower Case #: H140077

Violator: Samuel J and Jane L Hood
3907 Phillip
Zion IL 60099

Owner: Samuel J and Jane L Hood
3907 Phillip
Zion IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

Table with 2 columns: DATE TO COMPLY and Violations and Required Corrections. Includes dates like 2-20-14, 3-17-14 and descriptions of repairs such as 'Install working smoke detector', 'Repair/replace door knob', 'Repair/replace kitchen light ceiling fan', etc.

If you have any questions, please contact your inspector at 262. 653 . 4253

Inspector: Martha Swartz

Date of Inspection: 2-6-14

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February, 2014

Martha Swartz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402 -25 Avenue, lower Case #: H140077

Violator: Samuel J and Jane L Hood
3907 Phillip
Zion, IL 60099

Owner: Samuel J and Jane L Hood
3907 Phillip
Zion, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- 3-17-14 Properly repair uneven floor in bathroom.
3-17-14 Repair all windows throughout which have broken sashes, do not open properly or are boarded. All windows must have working locks.
3-17-14 Have licensed plumber obtain permit for water heater that was installed without permit. Water heater build date 7/3/2013.
3-17-14 Properly seal water heater chimney vent into chimney.
[EXTERIOR]
3-17-14 Install storm inserts where missing including east window.
5-1-14 Properly repair east porch floor which has plywood on top of deck.

If you have any questions, please contact your inspector at 262. 653 . 4253

Martha Swartz
Inspector

2-6-14
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February 2014 Martha Swartz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402-25 Avenue Case #: H140077

Violator: Samuel Jand Jane L Hood
3907 Phillip
Zion, IL 60099

Owner: Samuel Jand Jane L Hood
3907 Phillip
Zion, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

EXTERIOR CONT'D

5-1-14 Replace rotted wood on upper east porch. 16.181
5-1-14 Properly prepare and paint all areas of chipped paint including but not limited to doors, door trim, soffit, fascia and porch surfaces. 16.181A

If you have any questions, please contact your inspector at 262. 653 . 4253

Mattha Swartz
Inspector

2-6-14
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February 20 14

Mattha Swartz

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

Case Number: H140077
July 31, 2014

NOTICE TO COMPLETE

Samuel J. and Jane L. Hood
3907 Phillip
Zion, IL 60099

Dear Mr. & Ms. Hood:

Subject: Property Maintenance Code Violations at 5402 25th Avenue

A reinspection of subject property was conducted on July 24, 2014.

Although the majority of the violations were corrected, the following items were not completed:

- ◆ Screens are missing throughout (order was written in winter when storm windows were required)
- ◆ No permit for water heater installation; plumber must obtain permit from our department
- ◆ East porch floor improperly repaired
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

You have been granted an extension until **August 18, 2014**, to complete the work as indicated above. If the work has not been completed by that date, your property will be considered to remain in a noncompliance status; and, you may be charged a fee for any reinspections that show the repairs have not been made, or issued citations for any remaining violations.

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector

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

Case Number: H140077
August 11, 2014

FINAL NOTICE

Samuel J. and Jane L. Hood
9307 Phillip
Zion, IL 60099

Dear Mr. & Ms. Hood:

Subject: Property Maintenance Code Violations at 5402 25th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on February 17, 2014. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **September 12, 2014**, you will be issued up to seven (7) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ No working smoke detector seen in basement
- ◆ No permit obtained for water heater installed
- ◆ Improperly sealed chimney vent
- ◆ Missing screens throughout
- ◆ East porch decking improperly repaired with plywood
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector



Case Number: H140077
March 20, 2015

FINAL NOTICE

Samuel J. Hood
3907 Phillip
Zion, IL 60099

Dear Mr. Hood,

Subject: Property Maintenance Code Violations at 5402 25th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on **February 17, 2014**. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **April 3, 2015**, you will be issued up to (7) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ No working smoke detector seen in basement
- ◆ No permit obtained for water heater installed
- ◆ Improperly sealed chimney vent
- ◆ Missing screens throughout
- ◆ East porch decking improperly repaired with plywood
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

Please call me at 262.653.4253 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS



Doug M. Kroening
Property Maintenance Inspector

DMK:mms

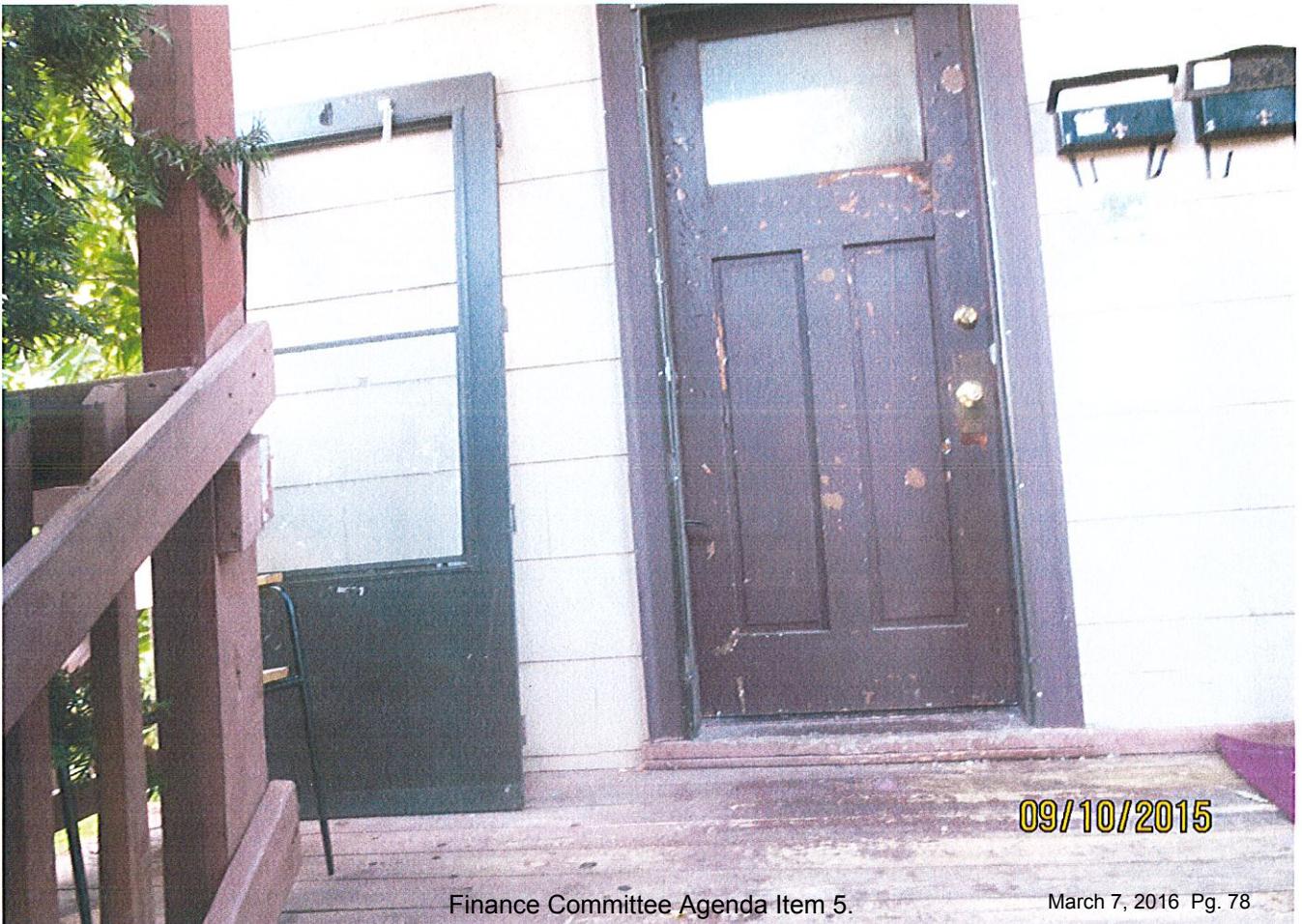


IMPROPERLY REPAIRED PORCH (ABOVE)





CHIPPED PAINT ON SOUTH DOOR (ABOVE & BELOW)





CHIPPED PAINT ON PORCH (ABOVE)





VIEW OF MISSING SCREENS (ABOVE and BELOW)





MISSING SCREEN and chipped paint on SOFFIT (ABOVE)



CHIPPED PAINT (ABOVE) ON SOFFIT



CHIPPED PAINT ON DOOR (ABOVE)



IMPROPERLY REPAIRED PORCH FLOOR (ABOVE)



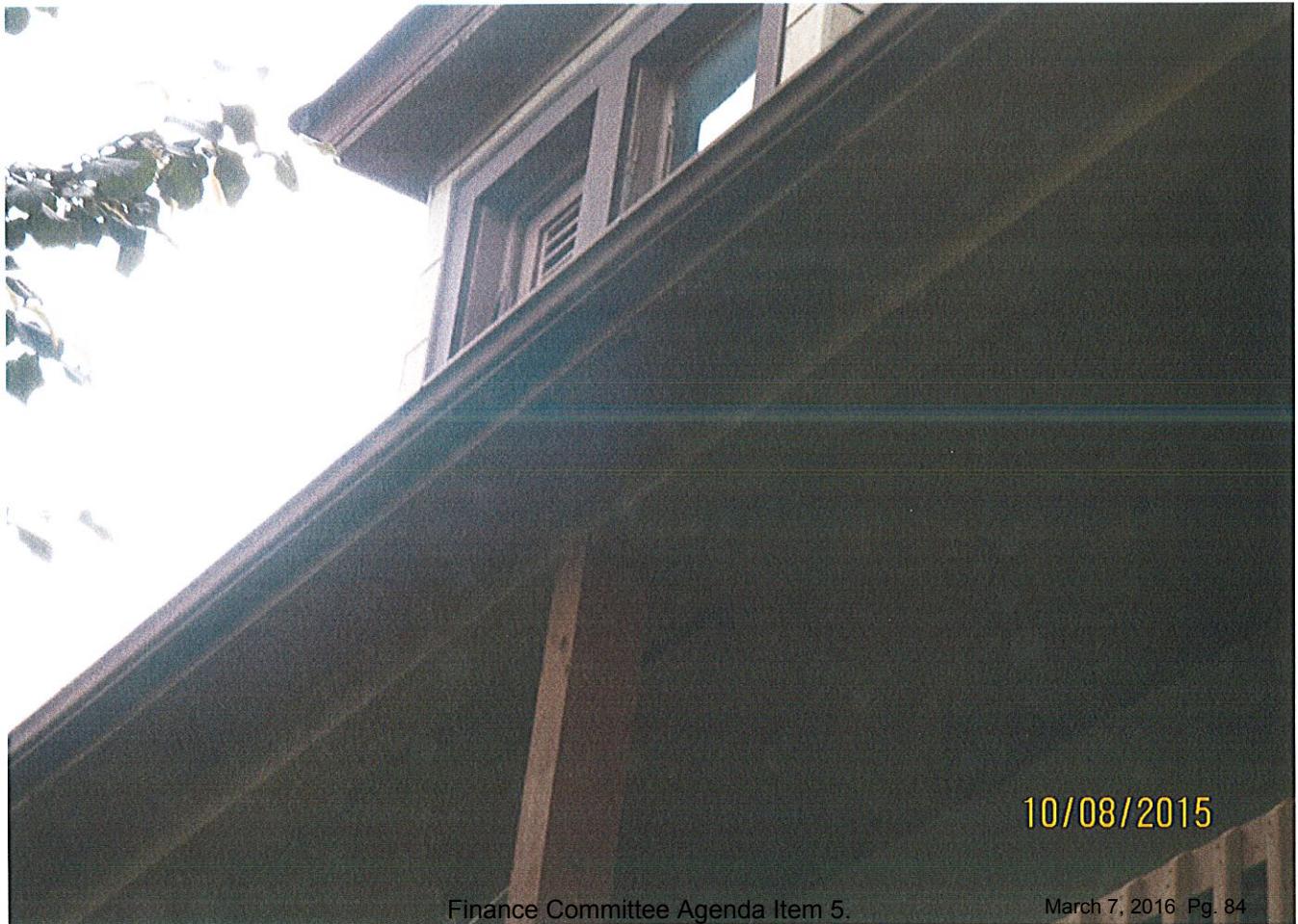
Chipped and DAMAGED ENTRY DOOR (ABOVE)



Chipped DAWN and DAMAGED CEILING ON PORCH (ABOVE)



VIEW OF MISSING SCREENS (ABOVE)



Chipped Paint on Porch (ABOVE)



CHIPPED PAINT AND DAMAGED CEILING ON PORCH (ABOVE)



IMPROPERLY PERFORMED WORK FLOOR (ABOVE)



11/30/2015

CHIPPED PAINT AND DAMAGED DOOR (ABOVE & BELOW)



11/30/2015



CHIPPED PAINT AND DAMAGED DOOR (ABOVE)



IMPROPERLY REPAIRED PORCH FLOOR (ABOVE)



CHIPPED PAINT AND DAMAGED CEILING ON PORCH (ABOVE)



MISSING STAIR WOODEN RAILINGS (ABOVE)



CHIPPED PAINT AND MISSING STORM WINDOWS. (ABOVE)



Case No: H150880
Date: MAY 28, 2015

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 5402 25th Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4104. If it is more convenient, you may e-mail me at dkroening@kenosha.org.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 5402 25TH AVENUE UNIT #3 Case #: H150880

Violator: SAME AS OWNER

Owner: SAMUEL J & JANE L HOOD
3907 Phillip
ZION, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- JUNE 8, 2015 PROVIDE FOR EFFECTIVE EXTERMINATION OF BED BUGS IN THE ENTIRE BUILDING BY A LICENSED PROFESSIONAL PEST CONTROL OPERATOR.
• EXTERMINATION TO BE DONE IN ALL UNITS, COMMON AREAS AND BASEMENT
• EXTERMINATOR IS REQUIRED TO SUBMIT A SIGNED SERVICE REPORT TO THIS DEPARTMENT INDICATING DATES OF SERVICE, AREAS TREATED, AND METHODS USED.
• ALL OCCUPANTS ARE TO BE NOTIFIED PRIOR TO EXTERMINATION SERVICE. 16.21 A, C

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262. 653 . 4104

Doug Kroening Inspector

MAY 13, 2015 Date of Inspection

Posted 28 Day of MAY, 2015 by [Signature]



February 29, 2016

Samuel Hood
39799 Johnathan Knolls Lane
Wadsworth, IL 60083

Dear Mr. Hood:

Subject: Request for Rescindment of Reinspection Fees – 5402 25th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, March 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

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

FROM: Doug M. Kroening, Property Maintenance Inspector
Department of Community Development and Inspections

SUBJECT: **Request from Samuel Hood for (2) Resolutions to Rescind Special Charges for Reinspection Fees in the Total Amount of \$6,000.00 for the Property Located at 5402 25th Avenue**
Request from Samuel Hood to Rescind Reinspection Fees in the Amount of \$720.00

DATE: March 2, 2016

The owner of the subject property, Samuel Hood, is requesting the rescindment of the following fees issued for subject property:

1. Special Charges in the amount of \$4,620.00 assessed under Resolution #007-16 on January 20, 2016 (Item I.1 on the Common Council Agenda)
2. Special Charges in the amount of \$1,380.00 assessed under Resolution #23-16 on February 17, 2016 (Item I.2 on the Common Council Agenda)
3. Reinspection Fees in the amount of \$720.00 (Item M.1 on the Common Council Agenda)

In the appeal, Mr. Hood states that the reason for the request is that the notices were sent to his previous address and had become mixed with notices from another property. It should be noted that the all correspondence was mailed to the address on record with the Assessor's Office. Additionally, Mr. Hood states that the property was treated for bedbugs on September 15, 2015, and October 13, 2015.

The following is a history for subject property regarding the two (2) complaints that were filed – the first complaint was filed in February, 2014 for interior violations and the second complaint was filed in May of 2015 for bedbugs.

Case #H140077 (Various Interior and Exterior Violations):

February 6, 2014	Initial inspection done by Senior Property Maintenance Inspector Martha Swartz
February 17, 2014	A written Order to Repair was posted on the building by Property Maintenance Inspector, Robert Newhouse, and mailed to the owner at the address of record
July 22, 2014	Reinspection of the property showed that the violations remained

July 31, 2014	A Notice to Complete was sent to the owner and mailed to the address of record
August 11, 2014	A Final Notice was mailed to the owner of record
November 12, 2014	A reinspection of the property showed that the violations remained
March 3, 2015	The case was transferred to Property Maintenance Inspector Doug Kroening for subsequent follow-up. A reinspection confirmed that the violations remained.
March 20, 2015	A Final Notice was re-issued to the property owner and mailed to the address of record.
June 29, 2015	Initial Reinspection Fee issued (\$72.00). Reinspection verified exterior violations remain. (This fee was later added to the tax role for 2015 and is not appealable.)
July 22, 2015	Left voice mail for property owner (Sam Hood), indicating that Reinspection Fees will continue unless progress is made toward correcting the outstanding violations.
August 21, 2015	Reinspection Fee #2 (\$90.00) – reinspection verified exterior violations remain.
September 10, 2015	Reinspection Fee #3 (\$180.00) – reinspection verified exterior violations remain
September 25, 2015	Spoke to Mr. Hood about repairs to exterior of the property and the permit required for the water heater installed without a permit.
October 8, 2015	Reinspection Fee #4 (\$360.00) – reinspection verified exterior violations remain
November 30, 2015	Reinspection Fee #5 (\$360.00) – reinspection verified exterior violations remain
January 20, 2016	Reinspection Fees #2 - #4 approved by Finance Committee and Common Council as Special Charges to the property
January 28, 2016	Reinspection Fee #6 (\$360.00) – reinspection verified exterior violations remain
February 17, 2016	Reinspection Fee #5 approved by Finance Committee and Common Council as Special Charges to the property

Case #H150880 (Bedbugs):

May 13, 2015	A complaint was received for a bedbug infestation at subject address. No bedbugs were observed during the initial inspection. A bedbug trap was left with the occupant
May 26, 2015	The bedbug trap was returned to the Department containing bedbugs
May 27, 2015	A voice mail message was left for the owner, Sam Hood
May 28, 2015	A written Order to Repair was posted on the building and mailed to the owner at the address of record for the remediation of the bedbug infestation by a licensed pest control operator. Per the Order to Repair, a copy of the work receipt was required to be submitted to the Department
June 11, 2015	No work receipt for the treatment of the bedbug infestation was received
June 29, 2015	A Final Notice was mailed to the owner at the address of record for failure to provide documentation of treatment of the bedbug infestation
July 15, 2015	Made phone call to owner – there was no response
July 22, 2015	Made phone call to owner and left voice mail indicating the Department would be issuing a Reinspection Fee if a work receipt for treatment of unit is not provided
July 22, 2015	Received a voice mail from Mr. Hood indicating that the tenant has since moved out of the unit. He stated he has a work receipt for treatment of the unit.
July 24, 2015	No work receipt received from Mr. Hood, although he was provided with the inspector's e-mail and fax number on July 22. Reinspection Fee #1 issued (\$72.00). (This fee was later added to the tax role for 2015 and is not appealable.)
August 6, 2015	Made phone call to Mr. Hood – voice mailbox was full
August 7, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #2 (\$90.00) issued
August 12, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #3 (\$180.00) issued
August 20, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #4 (\$360.00) issued
August 27, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #5 (\$360.00) issued
September 3, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #6 (\$360.00) issued

September 10, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #7 (\$360.00) issued
September 25, 2015	Spoke on the phone with Mr. Hood. He stated he hired a licensed pest control operator and will submit the report. We also discussed repairs to the exterior and the water heater that was installed without a permit (Case #H140077)
October 8, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #8 (\$360.00) issued
October 22, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #9 (\$360.00) issued
November 12, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #10 (\$360.00) issued
December 3, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #11 (\$360.00) issued
December 17, 2015	Still no work receipt from Mr. Hood – Reinspection Fee #12 (\$360.00) issued
January 14, 2016	Still no work receipt from Mr. Hood – Reinspection Fee #13 (\$360.00) issued
January 20, 2016	Reinspection Fees #2 - #10 approved by Finance Committee and Common Council as Special Charges to the property
February 17, 2016	Reinspection Fees #11 - #12 approved by Finance Committee and Common Council as Special Charges to the property

Recommendation:

Staff recommends that all reinspection fees be upheld.

DMK:saz
Attachments



RECEIVED
FEB 15 2016
by mm
Room 100

FOR OFFICE USE ONLY
Date 2/15/16
Permit # n/a
Needs Approval
IP n/a
Fee'd n/a

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 02/16)

Property Address: 5402 25th Ave Date: 2-15-16

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other

Amount: \$6000⁰⁰

Property Owner: Samuel Hood

Petitioner: _____

Mailing Address: 39799 Jonathan Knolls Wadsworth IL 60083

Home Phone Number: 630-936-2686 Daytime Phone Number: 630-668-2212

E-mail Address: Jackstraws1982@outlook.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

I had 5402 25th Ave treated for bed bugs 9/15/14 and 10/13/15. I have had no reports from the tenants since. Notices have been mailed to my previous address and became mixed with notices for another property. I have spent more than \$10,000 making repairs and will not have money to complete the work if the city is going to fine me \$6,000

Petitioner's Signature: [Signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

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

Case No: H140077
Date: February 17, 2014

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 5402-25 Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4253. If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402-25 Avenue, Lower Case #: H140077

Violator: Samuel J and Jane L Hood
3907 Phillip
Zion IL 60099

Owner: Samuel J and Jane L Hood
3907 Phillip
Zion IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

Lower Unit + Basement

- 2-20-14 Install working smoke detector in each unit, common hallways and basement. 16.25F
3-17-14 Repair/replace door knob which is loose and doesn't latch.
3-17-14 Repair/replace kitchen light ceiling fan which is loose.
3-17-14 Repair/replace broken electric outlet on north wall of bedroom.
3-17-14 Repair/replace broken closet doors in bedroom.
3-17-14 Repair damaged walls and ceiling including but not limited to bedroom closet ceiling and bathroom wall.
3-17-14 Properly complete unfinished window trim in bedroom.

If you have any questions, please contact your inspector at 262.653.4253

Inspector: Martha Swartz

2-6-14

Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February, 2014

Martha Swartz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402 -25 Avenue, lower Case #: H140077

Violator: Samuel J and Jane L Hood
3907 Phillip
Zion, IL 60099

Owner: Samuel J and Jane L Hood
3907 Phillip
Zion, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- 3-17-14 Properly repair uneven floor in bathroom.
3-17-14 Repair all windows throughout which have broken sashes, do not open properly or are boarded. All windows must have working locks.
3-17-14 Have licensed plumber obtain permit for water heater that was installed without permit. Water heater build date 7/3/2013.
3-17-14 Properly seal water heater chimney vent into chimney.
[EXTERIOR]
3-17-14 Install storm inserts where missing including east window.
5-1-14 Properly repair east porch floor which has plywood on top of deck.

If you have any questions, please contact your inspector at 262. 653 . 4253

Inspector Martha Swartz

Date of Inspection 2-6-14

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February 2014 Martha Swartz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 5402-25 Avenue Case #: H140077

Violator: Samuel Jand Jane L Hood
3907 Phillip
Zion, IL 60099

Owner: Samuel Jand Jane L Hood
3907 Phillip
Zion, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

EXTERIOR CONT'D

5-1-14

Replace rotted wood on upper east porch. 16.181

5-1-14

Properly prepare and paint all areas of chipped paint including but not limited to doors, door trim, soffit, fascia and porch surfaces. 16.181A

If you have any questions, please contact your inspector at 262. 653 . 4253

Mattha Swartz
Inspector

2-6-14

Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 17 Day of February 2014

Mattha Swartz

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

Case Number: H140077
July 31, 2014

NOTICE TO COMPLETE

Samuel J. and Jane L. Hood
3907 Phillip
Zion, IL 60099

Dear Mr. & Ms. Hood:

Subject: Property Maintenance Code Violations at 5402 25th Avenue

A reinspection of subject property was conducted on July 24, 2014.

Although the majority of the violations were corrected, the following items were not completed:

- ◆ Screens are missing throughout (order was written in winter when storm windows were required)
- ◆ No permit for water heater installation; plumber must obtain permit from our department
- ◆ East porch floor improperly repaired
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

You have been granted an extension until **August 18, 2014**, to complete the work as indicated above. If the work has not been completed by that date, your property will be considered to remain in a noncompliance status; and, you may be charged a fee for any reinspections that show the repairs have not been made, or issued citations for any remaining violations.

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

A handwritten signature in cursive script that reads "Martha E. Swartz".

Martha E. Swartz
Property Maintenance Inspector

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

Case Number: H140077
August 11, 2014

FINAL NOTICE

Samuel J. and Jane L. Hood
9307 Phillip
Zion, IL 60099

Dear Mr. & Ms. Hood:

Subject: Property Maintenance Code Violations at 5402 25th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on February 17, 2014. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **September 12, 2014**, you will be issued up to seven (7) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ No working smoke detector seen in basement
- ◆ No permit obtained for water heater installed
- ◆ Improperly sealed chimney vent
- ◆ Missing screens throughout
- ◆ East porch decking improperly repaired with plywood
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

Please call me at 262.653.4253 or e-mail me at mswartz@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS

Martha E. Swartz
Property Maintenance Inspector

MES:saz



Case Number: H140077
March 20, 2015

FINAL NOTICE

Samuel J. Hood
3907 Phillip
Zion, IL 60099

Dear Mr. Hood,

Subject: Property Maintenance Code Violations at 5402 25th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on **February 17, 2014**. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **April 3, 2015**, you will be issued up to (7) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ No working smoke detector seen in basement
- ◆ No permit obtained for water heater installed
- ◆ Improperly sealed chimney vent
- ◆ Missing screens throughout
- ◆ East porch decking improperly repaired with plywood
- ◆ Rotted wood on upper east porch
- ◆ Chipped paint on house

Please call me at 262.653.4253 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

DEPARTMENT OF COMMUNITY
SERVICES AND INSPECTIONS



Doug M. Kroening
Property Maintenance Inspector

DMK:mms

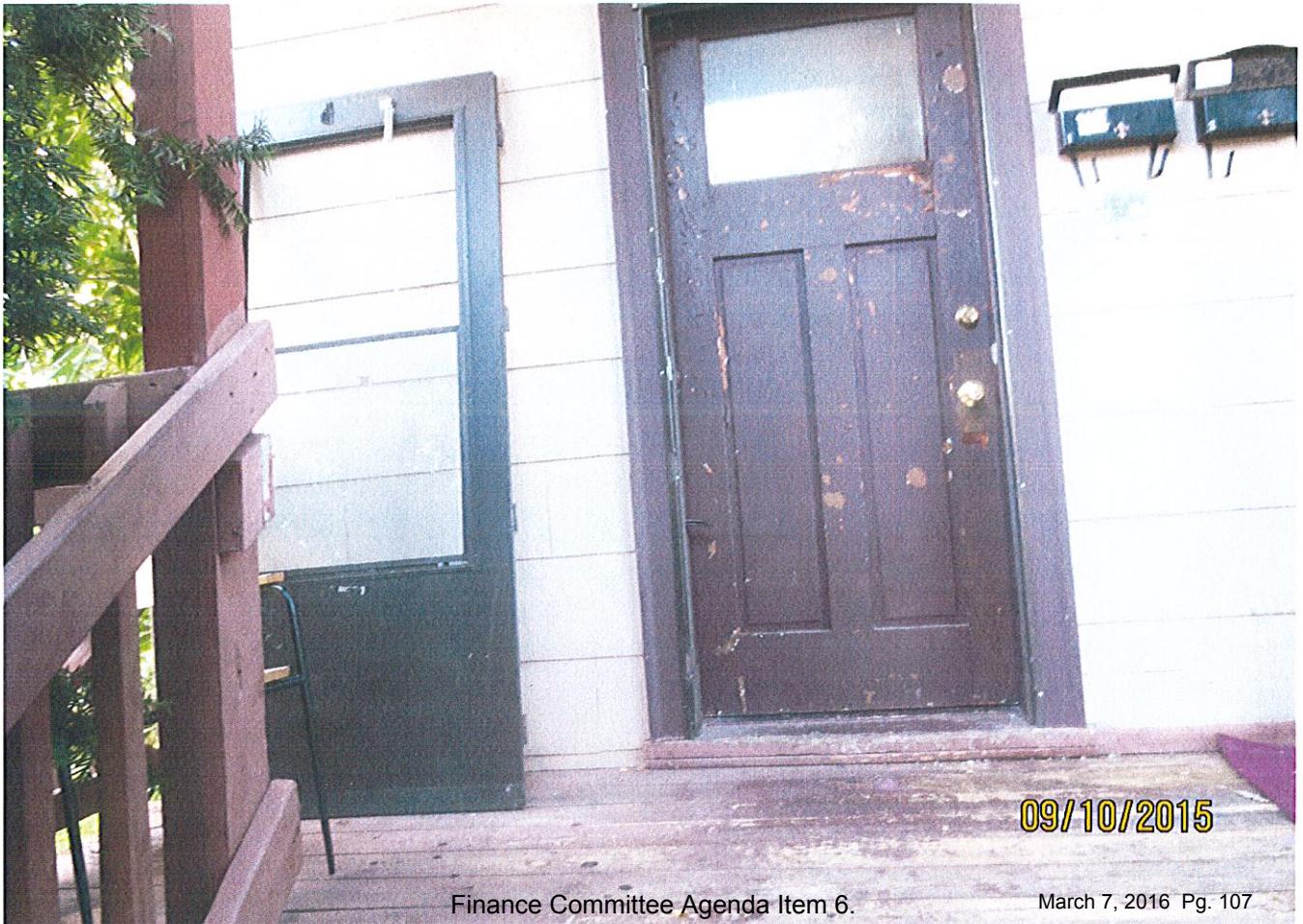


IMPROPERLY REPAIRED PORCH (ABOVE)





CHIPPED PAINT ON SOUTH DOOR (ABOVE & BELOW)





CHIPPED PAINT ON PORCH (ABOVE)





VIEW OF MISSING SCREENS (ABOVE and BELOW)





MISSING SCREEN and Chipped PAINT on SOFFIT (ABOVE)



CHIPPED PAINT (ABOVE) ON SOFFIT



CHIPPED PAINT ON DOOR (ABOVE)



IMPROPERLY REPAIRED PORCH FLOOR (ABOVE)



Chipped and DAMAGED ENTRY DOOR (ABOVE)



Chipped PAINT and DAMAGED CEILING ON PORCH (ABOVE)



VIEW OF MISSING SCREENS (ABOVE)



Chipped Paint on Window (ABOVE)



CHIPPED PAINT AND DAMAGED CEILING ON PORCH (ABOVE)



IMPROPERLY REMOVED POREN FLOOR (ABOVE)



11/30/2015

Chipped PAINT and DAMAGED DOOR (ABOVE & BELOW)



11/30/2015



CHIPPED PAINT AND DAMAGED DOOR (ABOVE)



IMPROPERLY REPAIRED PERMITS M.1. (ABOVE)



CHIPPED PAINT AND DAMAGED CEILING ON PORCH (ABOVE)



MISSING STAIR WOODEN INSERTS. (ABOVE)



CHIPPED PAINT AND MISSING STORM WINDOWS. (ABOVE)



Case No: H150880
Date: MAY 28, 2015

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 5402 25th Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4104. If it is more convenient, you may e-mail me at dkroening@kenosha.org.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 5402 25TH AVENUE UNIT #3 Case #: H150880

Violator: SAME AS OWNER

Owner: SAMUEL J & JANE L HOOD
3907 Phillip
ZION, IL 60099

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

JUNE 8, 2015 PROVIDE FOR EFFECTIVE EXTERMINATION OF BED BUGS IN THE ENTIRE BUILDING BY A LICENSED PROFESSIONAL PEST CONTROL OPERATOR.
• EXTERMINATION TO BE DONE IN ALL UNITS, COMMON AREAS AND BASEMENT
• EXTERMINATOR IS REQUIRED TO SUBMIT A SIGNED SERVICE REPORT TO THIS DEPARTMENT INDICATING DATES OF SERVICE, AREAS TREATED, AND METHODS USED.
• ALL OCCUPANTS ARE TO BE NOTIFIED PRIOR TO EXTERMINATION SERVICE. 16.21 A, C

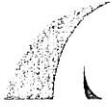
SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262.653.4104

Doug Kroening Inspector

MAY 13, 2015 Date of Inspection

Posted 28 Day of MAY, 2015 by [Signature]



Case Number: H150880
June 29, 2015

FINAL NOTICE

Samuel J. & Jane L. Hood
3907 Phillip
Zion, IL 60099

Dear Property Owner,

Subject: Property Maintenance Code Violations at 5402 25th Avenue, Unit #3

To date, you have not completed the repairs required by the *Order to Repair* issued to you on **May 13, 2015**. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **July 7, 2015**, you will be issued up to (1) citation(s) at a minimum of \$187.00 each for the following items:

- ◆ Infestation of bed bugs

Please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:mms



February 29, 2016

Samuel Hood
39799 Johnathan Knolls Lane
Wadsworth, IL 60083

Dear Mr. Hood:

Subject: Request for Rescindment of Reinspection Fees – 5402 25th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, March 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ



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

FROM: Louis Chiapetta, Property Maintenance Inspector
Department of Community Development and Inspections

RE: **Request from Timothy B. Wade to rescind a re-inspection fee in the amount of \$72.00 for the property located at 6023 25th Avenue, Upper**

DATE: March 3, 2016

The owner of the subject property, Timothy B. Wade, is requesting the rescindment of a re-inspection fee in the amount of \$72.00. In his appeal application, Mr. Wade wrote that he never received notice to do the repairs.

The following sequence of events is pertinent to this appeal:

- December 4, 2015 A complaint was received that the landlord (owner) was using the only secure entry to access the walk-up attic and reportedly, do illegal of construction.
- December 10, 2016 Initial inspection was conducted with the tenant. Tenant pointed out other issues, namely lack of adequate receptacles in the bedrooms and the door leading to the apartment hinged incorrectly. In addition, this inspector did not see any smoke detectors within the unit.
- December 11, 2016 An Order to Repair was posted on the property. A copy of the Order was mailed to the owners' mailing address listed in the City of Kenosha Real Estate records.
- January 15, 2016 This inspector received an email from the tenant that no work had been done by the owner.
- January 19, 2016 A FINAL NOTICE was mailed to the owner with a new comply date of January 29, 2016.
- February 4, 2016 A re-inspection of the property revealed that no work was done by the owner. A re-inspection fee of \$72.00 was charged to the owner for failure to install the required smoke detector and properly install hinges on the entry door.

Recommendation: As stated, a copy of the Order the Repair was mailed to the owner, as well as a copy of the FINAL NOTICE. The owner indicated he never received any notice regarding violations, yet received the re-inspection fee invoice mailed to him at the same address. Staff recommends denial of the petitioners' request.



THE CITY OF
KENOSHA
CHART A BETTER COURSE

FOR OFFICE USE ONLY	
Date	<u>3/16/16</u>
Permit #	<u>n/a</u>
Needs Approval	<input checked="" type="checkbox"/>
IP	<u>n/a</u>
Fee'd	<u>n/a</u>

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 02/16)

Property Address: 6023 25th AVE Date: 2-16-16

Appeal is for: ___ Special Assessment Reinspection Fee ___ Board-up Fee ___ Penalty Fee
___ Other _____

Amount: 72.00

Property Owner: Timothy Wade

Petitioner: Timothy Wade

Mailing Address: 906 93rd st

Home Phone Number: _____ Daytime Phone Number: 262-620-0273

E-mail Address: wade1properties@yahoo.com

Reason for Appeal (if more space is needed, please attach information to this form): I Timothy Wade never recieved notice of these Bedwires.

Petitioner's Signature: Tebra

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

CITY OF KENOSHA
DEPT. OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

H152334

CASE #: H152334
LOCATION: 6023 25 AV
INSPECTOR: LOUIS F. CHIAPPETTA
LOT #:
PROP CLASS: A ZONING: RG-1 UNITS: 2 BUILDING: OCCUPIED LAND: I
ACCESS:
PARCEL: 01-122-01-103-009 ALD DIST: 03 JAN MICHALSKI
EMERGENCY: N OWNER CONTACTED: Y COMPLAINT TAKEN: 12/04/2015 TAKEN BY: CJILLU

COMPLAINANT:
JOSHUA GATTSHALL
06023 025 AV
KENOSHA, WI 53143-4309
PHONE: (262) 748-7636

OCCUPANT:
GATTSHALL, JOSHUA
NUMBER OF PEOPLE: TIME THERE: EVICTION: MOVING:
CONTACT:
MAKE APPOINTMENT: AVAILABLE:
HOME PHONE: (262) 748-7636 WORK PHONE:

OWNER:
TIMOTHY B WADE
906 93RD ST
PLEASANT PRAIRIE, WI 53158
PHONE:

MANAGER:

CAUTION:

REQUEST FOR SERVICE:
COMPLAINANT STATES LANDLORD USING ONLY SECURE ENTRY TO ACCESS ATTIC, ANYTIME HE WANTS. LEFT WINDOWS OPEN AND RUINED BELONGINGS. TAPPED INTO COMPLAINANTS ELECTRICITY TO BUILD ILLEGAL APARTMENT IN ATTIC. BUILDING COMPLAINT #B150073

ADDITIONAL CASES:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
H030067	CLO	JED	1/29/03
H040197	CLO	JED	3/16/04
H880277	CLO	DJF	8/01/98

CITY OF KENOSHA
DEPT. OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

H152334

CASE #: H152334
LOCATION: 6023 25 AV

INSPECTOR: LOUIS F. CHIAPPETTA
LOT #:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
H990363	CLO	DJF	6/03/99
W080048	CLO	W/G	5/20/08
W110778	CLO	W/G	8/03/11
H140341	IP	DMK	4/29/14
W140269	CLO	W/G	6/03/14

ORDER TO REPAIR

City of Kenosha
Department of Community Development and Inspections
625 52nd Street, Room 100, 262.653.4263

Location of Violation: 6023 25th Avenue-Upper

Case #: H152334

Owner/Violator: Timothy B. Wade
906 93rd Street
Pleasant Prairie, WI 53158

You are hereby notified of the following violations of the *Code of General Ordinances* at the above property. You are required to correct the following violations by **January 11, 2016 (except where otherwise noted)**. Repairs shall be made in a workmanlike manner.

INTERIOR:

Install a working smoke detector where there is none near the sleeping areas.
Section 16.25F. Comply date: **December 21, 2015**

All of the bedrooms have only one electrical wall receptacle. Provide for State of Wisconsin licensed electrical contractor obtain a permit and install an additional electrical receptacle in each bedroom. Section 16.24E.2

The door immediately leading to the upper dwelling unit has hinges that are facing the outside of the dwelling unit. This is a violation. Correct the violation by having the hinges so arranged as to be inside the dwelling unit. Section 16.18M.2

Please see attached page for additional information

Louis F. Chiappetta,
Inspector _____

Louis F. Chiappetta

Date of
Inspection _____

12-10-15

Posted
on _____

12-11-15

by _____

Louis F. Chiappetta

Case Number: H152334
January 19, 2016

FINAL NOTICE

Timothy Wade
906 93rd Street
Pleasant Prairie, WI 53158

Dear Property Owner:

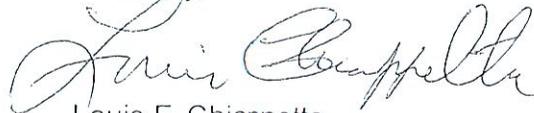
Subject: Property Maintenance Code Violations at 6023 25th Avenue, Upper

To date, you have not completed the repairs required by the *Order to Repair* issued to you on December 11, 2015, as part of the Neighborhood Inspection Program underway in your neighborhood. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future re-inspections that show the repairs have not been made. The amount of the re-inspection fee will begin at \$72.00, and escalate for each re-inspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **January 29, 2016**, you will be issued up to (3) citation(s) at a minimum of \$187.00 each.

- ◆ **Violations as listed on the Order to Repair posted on the Property on December 11, 2015. An Electrical Permit is required prior to correcting electrical violations.**

Please call me at 262.653.4279 or e-mail me at lchiappetta@kenosha.org with any questions regarding this notice.

Sincerely,



Louis F. Chiappetta
Property Maintenance Inspector

LFC:jmu
attachments

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

TIMOTHY B WADE
906 93RD ST
PLEASANT PRAIRIE, WI 5315

Billing Date: 02/05/16

Case # H152334

Reinspection Fee Pursuant to Section 16.251, *Code of General Ordinances* for
Failure to Make Required Repairs

Property Located at: 06023 025 AV

Parcel Number: 01-122-01-103-0090

Inspection Date: 02/04/16

Amount to be Paid: \$72.00

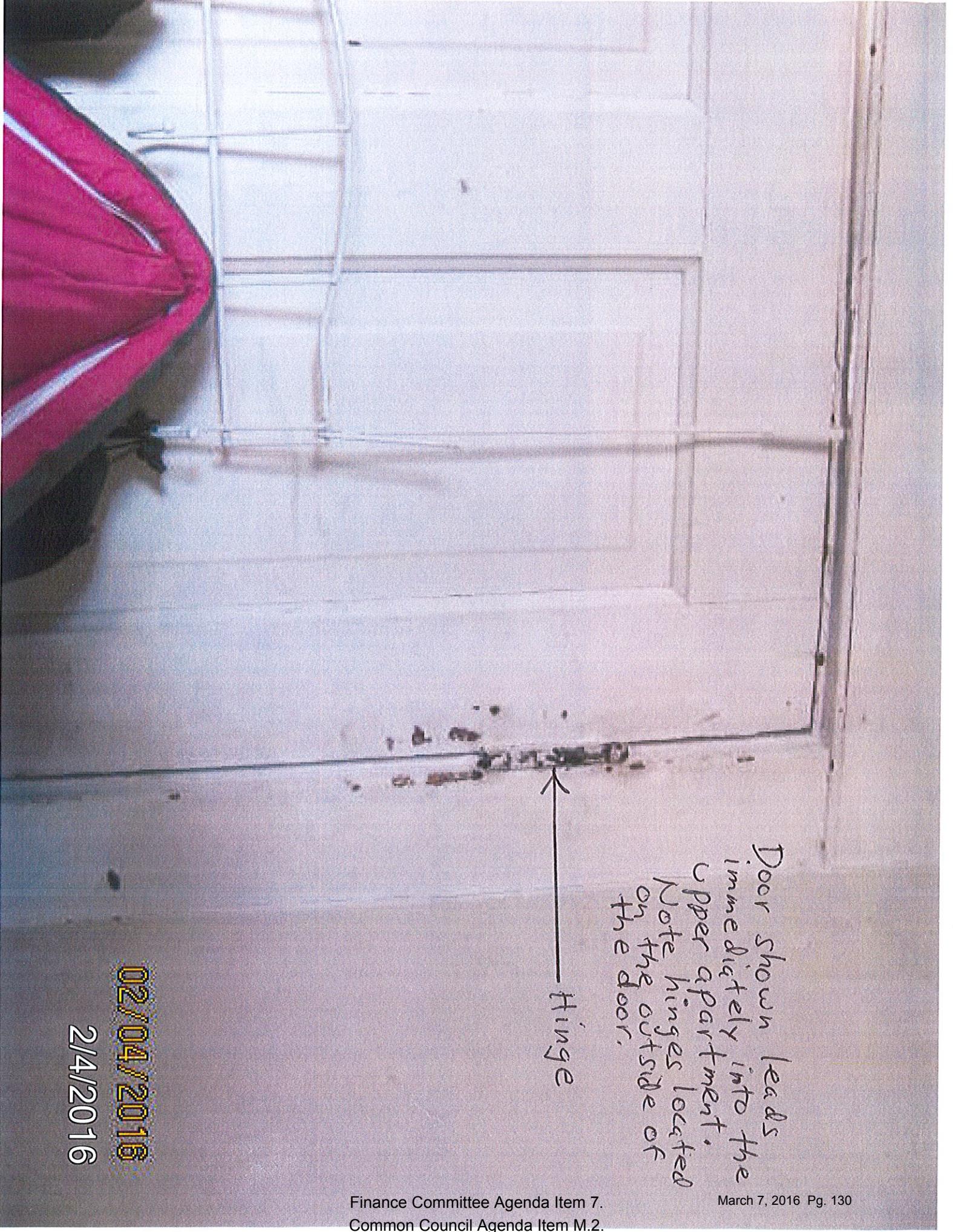
Payable to the City of Kenosha on or Before: 03/07/16

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the reinspections were made.

If you believe you have received this invoice in error, you may request an appeal form from the Department of Community Development and Inspections.

This is the only billing notice you will receive for this reinspection.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT



Door shown leads immediately into the upper apartment. Note hinges located on the outside of the door.

← Hinge

02/04/2016

2/4/2016



February 29, 2016

Timothy Wade
906 93rd Street
Pleasant Prairie, WI 53158

Dear Mr. Wade:

Subject: Request for Rescindment of Reinspection Fees – 6023 25th Avenue, Upper

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, March 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

FIRST AMENDMENT TO LEASE

Between

**THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation**

And

**STEINS'S AIRCRAFT SERVICES, LLC
A Wisconsin Limited Liability Company**

This First Amendment To Lease ("First Amendment") is entered into between the City of Kenosha, Wisconsin, ("City"), and Stein's Aircraft Services-Kenosha, LLC, ("Assignee"), collectively referred to as the Parties. The effective date shall be the date of last execution.

RECITALS

WHEREAS, the City and Stein's Aircraft Services, LLC ("Lessee/Assignor") entered into a Lease for the Premises commonly known as 4222 91st Avenue, Kenosha, Wisconsin 53144 with the date of last execution of the Lease being April 8, 2014; and

WHEREAS, the Lease was assigned to the Assignee by virtue of an Assignment of Lease, with the date of last execution of the Assignment being February 3, 2015; and

WHEREAS, the Improvements constructed on the Premises require the implementation of certain policies to satisfy City requirements on fire suppression and sanitary sewer discharges.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the Parties agree as follows:

1. Amendment to Article 9.1 of the Lease. Article 9.1.j. of the Lease is hereby created to read as follows:

j. Be responsible for the implementation, maintenance and enforcement of the Policy Additions to Satisfy City of Kenosha Requirements on Fire Suppression and Sanitary Sewer Discharges dated December 9, 2015 attached as Exhibit A to this First Amendment, as may be amended by City from time to time.

2. Capitalized Terms. Capitalization of terms used in this First Amendment and not otherwise defined shall have the meanings given to such terms in the Lease.

3. Successors. This First Amendment shall inure to the benefit of the Parties and be binding upon their successors.

4. Governing Law. The laws of the State of Wisconsin shall govern the performance and enforcement of this First Amendment.

5. Counterparts. This First Amendment may be executed in any number of counterparts each of which shall constitute an original and which taken together shall constitute one and the same instrument.

6. Terms and Conditions. Except as otherwise provided in this First Amendment, all other terms and conditions of the Lease remain in full force and effect.

7. Authority. The Airport Commission and City consent to this First Amendment by authorization of action taken by the Airport Commission on the ____ day of _____, 201__ and by action taken by the Common Council on the ____ day of _____, 201__ . The Lessee/Assignor and Assignee represent to the Airport Commission and the City that each is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this First Amendment have timely taken place.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have hereunto executed this First Amendment and Assignment on the dates below given.

**CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation**

BY: _____
KEITH G. BOSMAN
Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 201__, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a 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 municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

STEIN'S AIRCRAFT SERVICES, LLC
a Wisconsin limited liability company

BY: [Signature]
MICHAEL N. STEIN, Owner

Date: 2/12/16

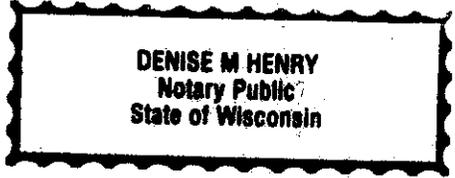
BY: [Signature]
LAURIE A. STEIN, Owner

Date: 2/12/16

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 12th day of February 2016, MICHAEL N. STEIN AND LAURIE A. STEIN, to me known to be the Owners of STEIN'S AIRCRAFT SERVICES, LLC, and acknowledged to me that they executed the foregoing instrument as the agreement of said limited liability company, by its authority.

[Signature]
Print Name: Denise M. Henry
Notary Public, Kenosha County, WI.
My Commission expires/is: 1/31/17



STEIN'S AIRCRAFT SERVICES - KENOSHA, LLC
a Wisconsin limited liability company

BY: [Signature]
MICHAEL N. STEIN, Member

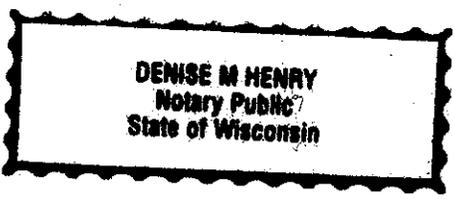
Date: 2/12/16

BY: [Signature]
LAURIE A. STEIN, Member and Managing
Member

Date: 2/12/16

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this 12th day of February, 2016, MICHAEL N. STEIN AND LAURIE A. STEIN, to me known to be the Members of STEIN'S AIRCRAFT SERVICES - KENOSHA, LLC, and acknowledged to me that they executed the foregoing instrument as the agreement of said limited liability company, by its authority.



[Signature]
Print Name: Denise M. Henry
Notary Public, Kenosha, WI
My Commission expires/is: 2/31/17

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

EXHIBIT A

Flight-Base Operations Facility for Stein's Aircraft Services Kenosha, LLC

Policy Additions to Satisfy City of Kenosha Requirements on Fire Suppression and Sanitary Sewer Discharges.

December 9, 2015

**Facility location: 4222 91st Avenue
Kenosha WI 43140**

Fire Suppression Discharge Plan

The current Owner of the facility shall securely store an end cap within the facility (Fire room, which has outside access) that, in the event of a fire suppression system discharge, shall be immediately installed on the 8" storm drainage line at the east end of the drainage swale located south of the building. This is to prevent the fire suppression discharge from draining from the swale before it can be safely removed and properly disposed. Owner shall be responsible for removing the cap after the swale has been properly pumped down. See drawing C1.3A by Excel Engineering with revision date of Oct 30, 2014 for exact location of drainage pipe. The owner shall notify the Wisconsin Department of Natural Resources (DNR) and report the illicit discharge. DNR contact phone number is 1-800-943-0003. The owner shall also notify City of Kenosha Public Works Department at 262-653-4050 and report the illicit discharge.

Sewage Backup Protection Plan

The current Owner of the facility shall monitor the audible and visual alarm located within the hanger on the south wall at column AM.1/4.3. This alarm is connected to a float switch which is set to close the alarm circuit when fluid level in the Bypass manhole located 42' to the north of the alarm reaches a level between the top of the 4" outlet to city sewer and the invert elevation of the 14" outlet to the fire suppression discharge storage swale. The current Owner shall test the operation of the alarm system annually. In the event of an alarm without fire suppression system activation, the Owner shall immediately open the bypass manhole, verify the fluid level above the 4" discharge and proceed with measures to unclog the 4" sewer discharge line leading from the manhole. The Owner shall also immediately notify the City of Kenosha Public Works Department of the problem and measures being taken to rectify and prevent effluent from reaching the drainage swale. If the discharge reaches the drainage swale follow the policy under Fire Suppression Discharge Plan, even if it is not the case of a fire.

Stein's Emergency Response Documents

This document will be laminated and hung near the alarm. There will be a second copy located at the reception desk in a binder that is labeled **Stein's Aircraft Services Emergency Response**

EXHIBIT A

Information. The folder includes all employee and emergency contact numbers. Additionally, the binder contains a list of qualified employees that can make decisions and place the cap in the event of such an occurrence.

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

FROM: Tony Geliche, Department of Community Development & Inspections 

RE: **First Amendment to the Community Development Block Grant Subgrantee Agreement between the City of Kenosha and Kenosha Art Association - Property at 5722 6th Avenue**

DATE: March 2, 2016

The Kenosha Art Association has requested an Extension to their Community Development Block Grant (CDBG) Subgrantee Agreement for the rehabilitation of the property at 5722 6th Avenue.

The original Subgrantee Agreement approved by the Common Council on September 21, 2015 required that funding in the amount of \$103,154.45 be secured within six (6) months of the Effective Date of the Agreement or by March 21, 2016.

The Kenosha Art Association has requested a 90-day extension to raise the funds necessary to undertake the rehabilitation. (Section IV, Subpart A - Initial Contractor Funding)

A 90-day extension to the Initial Contractor Funding will also result in a 90-day extension to:

- Subpart B - Additional Contractor Funding
- Subpart C - Project Contract Award
- Subpart D - Project Contract Completion

A letter from Francisco Loyola, Kenosha Creative Space, Project Manager is attached.

If you have any questions, please contact me at 653.4039 or via email at tgeliche@kenosha.org.

TG:kas
Attachment

**FIRST AMENDMENT TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT SUBGRANTEE AGREEMENT**

between
THE CITY OF KENOSHA
and
KENOSHA ART ASSOCIATION
(Rehabilitation of 5722 6th Avenue)

EXTENSION FOR USE OF FUNDS

This Amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and the Kenosha Art Association, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 21st day of September, 2015, Item L.1.

WHEREAS, the parties hereto desire to amend said agreement.

NOW, THEREFORE, in consideration of the mutual agreements, understandings, and undertakings hereinafter set forth, CITY and CONTRACTOR agree that the following items be amended to read as follows:

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement to begin on September 21, 2015 and continue through June 21, 2017.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this Agreement, but in any event, all of the services required hereunder shall be completed no later than June 21, 2017, which is the termination date of this contract, or until this contract is terminated.

A. Initial Contractor Funding

Within 9 months from the Effective Date (September 21, 2015) of this Agreement, the CONTRACTOR shall provide funding for the Project in the amount of \$103,154.45.

B. Additional Contractor Funding

Within 12 months from the Effective Date (September 21, 2015) of this Agreement, the CONTRACTOR shall obtain competitive bids to complete the Project based upon specifications incorporating the categories and descriptions of work set forth in the Project Estimate attached as Exhibit D.

C. Project Contract Award

Within 15 months from the Effective Date (September 21, 2015) of this Agreement, the CONTRACTOR shall have entered into a contract to complete the work on the Project and work on the Project shall have commenced.

D. Project Contract Completion

Within 21 months from the Effective Date (September 21, 2015) of this Agreement, all work on the Project shall be completed.

All other terms and conditions of the original contract approved on September 21, 2015, Item L.1 shall remain as approved unless amended as part of this amendment.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____
Mayor Keith G. Bosman

BY: _____
Board President

Countersigned

Countersigned

BY: _____
Debra L. Salas, Clerk/Treasurer

BY: _____

DATE: _____

DATE: _____

<>>
KENOSHA
CREATIVE
SPACE

Anthony Galiche
Community Development Specialist
City of Kenosha
625 – 52nd Street, Room 308
Kenosha, WI 53140

Dear Tony,

With this letter we formally request a 90-day extension for our fundraiser with the intention to materialize the pledges for the completion of the Kenosha Creative Space Rehabilitation.

We currently have raised \$15,000.00 in cash contributions, pledges in the amount of \$20,000.00 and we are expecting to receive another \$15,000.00 pledge from a major local financial institution. Additionally, we have received substantial pledges for material and furnishings.

This week we mailed 175 solicitation letters to community members that have expressed interest in supporting our fundraiser efforts. We have finalized our promotional video and materials needed to launch our Indie-GoGo crowdsourcing campaign that we expect to launch online this Thursday, March 3, 2016.

We have also legally structured Kenosha Creative Space, INC, with support from the Kenosha Community Foundation and in agreement with the Kenosha Art Association. This entity is now in the position to apply for some substantial grants, including the Kresge Foundation and ArtSpace America among others.

We are confident that we will reach our fundraising goal, but we need the extra time to materialize the pledges and finalize the last part of our fundraising campaign.

Please let us know if you have any additional questions regarding this 90 days extension request.

Best Regards,

Francisco Loyola



Kenosha Creative Space, INC
Project Manager

**FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE**

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #3

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 02/23/16

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155710	2/03	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000 110-04-54101-252-000	02/16 HEALTH SERVICE 01/16 HEALTH SERVICE CHECK TOTAL	57,508.75 57,508.75 115,017.50
155711	2/03	HWY C SERVICE	110-05-55109-344-000 110-05-55109-344-000	01/16-PA#3120 PARTS 01/16-PA#7343 PARTS CHECK TOTAL	398.60 63.10 461.70
155712	2/03	ICMA RETIREMENT TRUST	110-00-21572-000-000 110-00-21599-000-000 110-00-21524-000-000	01/16-31/16 CONTRIBS 01/16-31/16 CONTRIBS 01/16-31/16 CONTRIBS CHECK TOTAL	53,882.54 9,576.65 685.00 64,144.19
155713	2/03	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-02-52203-344-000 110-02-52203-344-000 110-05-55109-246-000 110-03-53109-375-000	01/16-ST ELECTRICAL 01/16-FD ELECTRICAL 01/16-FD ELECTRICAL 01/16-PA ELECTRICAL 01/16-ST ELECTRICAL CHECK TOTAL	73.50 20.43 14.70 14.18 12.25 135.06
155714	2/03	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	07/26/15 W/C	1,103.51
155715	2/03	BADGER TRUCK CENTER	630-09-50101-393-000	01/16 SE #3210 PARTS	56.71
155716	2/03	OTIS ELEVATOR CO.	110-01-51801-242-000	ELEVATOR SERVICE	7,921.44
155717	2/03	SIMPLEX GRINNELL	520-09-50301-232-000 520-09-50301-232-000	TIME CLOCK MAINT. TIME CLOCK MAINT. CHECK TOTAL	397.97 166.74 564.71
155718	2/03	VAN'S ROOFING, INC	110-05-55109-245-000 110-05-55109-245-000	REPAIR WEST GARAGE SIMMONS BATHHOUSE CHECK TOTAL	1,950.00 1,465.19 3,415.19
155719	2/03	WE ENERGIES	110-01-51801-221-000 520-09-50301-221-000 110-01-51801-222-000 521-09-50101-221-000 520-09-50401-221-000 520-09-50301-222-000 110-03-53103-222-000 110-03-53109-221-000 521-09-50101-221-000 110-03-53103-222-000 110-03-53109-221-000 110-03-53116-222-000 633-09-50101-222-000 110-03-53109-221-000	#3 12/01-01/05 #3 12/02-01/06 #3 11/30-01/04 #3 12/02-01/06 #3 11/30-01/04 #3 12/01-01/05 #3 11/29-01/03 #3 11/30-01/04 #3 12/03-01/07 #3 11/30-01/03 #3 12/01-01/05 #3 11/30-01/04 #3 11/27-01/04 #3 12/03-01/07	5,177.11 4,588.92 3,594.74 2,695.28 2,681.06 2,553.38 2,517.64 2,349.78 2,311.67 2,302.74 2,019.62 1,774.63 1,533.39 1,415.76

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#3 12/02-01/06	1,346.60
			110-02-52203-221-000	#3 11/29-01/03	1,324.35
			632-09-50101-222-000	#3 11/29-01/03	1,215.08
			110-02-52203-222-000	#3 11/24-12/29	1,166.79
			110-05-55109-221-000	#3 11/30-01/04	1,153.05
			110-03-53103-221-000	#3 11/30-01/04	1,034.91
			110-02-52203-221-000	#3 12/02-01/06	967.07
			521-09-50101-222-000	#3 12/02-01/06	904.73
			110-01-51802-221-000	#3 912 35 ST	875.13
			110-03-53109-221-000	#3 11/04-12/07	722.13
			110-02-52203-222-000	#3 11/30-01/04	685.40
			110-02-52203-222-000	#3 12/02-01/06	643.47
			521-09-50101-222-000	#3 11/01-01/06	637.26
			110-02-52110-221-000	#3 11/30-01/04	599.95
			520-09-50401-222-000	#3 11/04-12/29	511.56
			110-03-53109-221-000	#3 11/29-01/03	456.00
			110-05-55109-222-000	#3 11/29-01/03	449.22
			110-02-52203-222-000	#3 11/29-01/03	375.86
			110-05-55111-221-000	#3 11/30-01/4	251.35
			110-05-55109-221-000	#3 11/12-12/15	109.78
			110-02-52110-222-000	#3 11/30-01/04	108.98
			110-05-55111-221-000	#3 12/01-01/05	94.34
			110-05-55109-221-000	#3 11/02-01/07	77.30
			110-03-53103-221-000	#3 11/29-01/03	71.94
			521-09-50101-221-000	#3 11/01-01/06	60.48
			110-05-55102-221-000	#3 12/01-01/05	28.31
			110-05-55111-222-000	#3 11/30-01/04	23.10
			110-05-55109-221-000	#3 11/30-01/04	22.34
			110-01-51802-221-000	#3 2210 52 ST	21.24
			110-03-53109-221-000	#3 11/05-12/08	18.01
			110-05-55109-222-000	#3 12/01-01/05	11.55
			110-02-52103-222-000	#3 12/03-01/07	11.55
				..... CHECK TOTAL	53,494.55
155720	2/03	JONES & BARTLETT LEARNING	206-02-52205-264-000	FIELD TRAINING	828.75
155721	2/03	REINDERS INC.	110-05-55109-353-000	GLYPHOSATE 4	952.08
155722	2/03	BADGER OIL EQUIPMENT CO.	630-09-50101-393-000	01/16 SE FUEL PUMP R	328.06

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155723	2/03	A & R DOOR SERVICE	110-01-51801-389-000	12/15 MB DOOR REPAIR	99.00
155724	2/03	AURORA EAP	611-09-50101-155-000	1ST QUARTER 2016	7,530.00
155725	2/03	LARK UNIFORM, INC.	110-02-52206-367-000	01/16 PATCHES	209.25
155726	2/03	UNITED POWER & BATTERY	110-01-51102-233-000	SERVICE CONTRACT	7,250.00
			110-01-51102-233-000	UPS BATTERIES REPL.	3,532.25
				..... CHECK TOTAL	10,782.25
155727	2/03	BROWN & JONES REPORTING, INC	110-09-56402-219-000	ARNOLD-07/20/12	426.00
155728	2/03	DREAMSCAPE LAWN CARE	110-09-56501-259-566	1/16 1820 27 AV-SNOW	327.08
			110-09-56501-259-566	1/16 6105 11 AV-SNOW	151.50
			110-09-56501-259-566	1/16 1715 18 ST-SNOW	148.55
			110-09-56501-259-566	1/16 2600 25 AV-SNOW	138.75
			110-09-56501-259-566	1/16 1786 21 AV-SNOW	136.88
			110-09-56501-259-566	1/16 6040 25 AV-SNOW	100.50
			110-09-56501-259-566	1/16 5238 33 AV-SNOW	92.25
			110-09-56501-259-566	1/16 6037 22 AV-SNOW	91.15
			110-09-56501-259-566	1/16 2219 ROOS-SNOW	89.25
			110-09-56501-259-566	1/16 1661 22 AV-SNOW	80.59
			110-09-56501-259-566	1/16 1615 60 ST-SNOW	66.00
			110-09-56501-259-566	1/16 1763 22 AV-SNOW	45.00
			110-09-56501-259-566	1/16 6310 24 AV-SNOW	39.75
			110-09-56501-259-566	1/16 1722 24 AV-SNOW	37.50
			110-09-56501-259-566	1/16 2019 61 ST-SNOW	37.50
			110-09-56501-259-566	1/16 2023 61 ST-SNOW	37.50
			110-09-56501-259-566	1/16 6125 25 AV-SNOW	37.50
			110-09-56501-259-566	1/16 6106 23 AV-SNOW	37.50
			110-09-56501-259-566	1/16 6407 22 AV-SNOW	37.50
			110-09-56501-259-566	1/16 2411 61 ST-SNOW	36.75
			110-09-56501-259-566	1/16 5027 17 AV-SNOW	33.75
			110-09-56501-259-566	1/16 6018 25 AV-SNOW	30.00
			110-09-56501-259-566	1/16 6201 25 AV-SNOW	30.00
			110-09-56501-259-566	1/16 4612 8 AV-SNOW	26.25
				..... CHECK TOTAL	1,889.00
155729	2/03	DWD-UI	110-09-56308-157-000	12/15 UNEMPLOYMENT	15,655.73
			520-09-50101-157-000	12/15 UNEMPLOYMENT	4,089.00
			110-00-15202-000-000	12/15 UNEMPLOYMENT	506.50
			524-05-50101-157-000	12/15 UNEMPLOYMENT	99.04
			110-00-15601-000-000	12/15 UNEMPLOYMENT	2.37CR
				..... CHECK TOTAL	20,347.90

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155730	2/03	NEHER ELECTRIC SUPPLY	110-05-55109-249-000	BULBS	133.80
155731	2/03	WIS DEPT OF REVENUE	110-00-21581-000-000	01/16 DEDUCTION	609.45
155732	2/03	HOLLAND SUPPLY, INC.	630-09-50101-393-000	12/15-SE#2344 HYDRAU	46.05
155733	2/03	HOLIDAY INN STEVENS PT	110-02-52107-263-000	3/16-18 FLAIVE	186.14
155734	2/03	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS #15-154735	259.44
			110-02-52102-219-000	RECORDS #15-180632	148.46
			110-02-52102-219-000	RECORDS #15-123879	69.75
			110-02-52102-219-000	RECORDS 15-180632	65.81
				..... CHECK TOTAL	543.46
155735	2/03	JAMES IMAGING SYSTEMS, INC.	110-01-51601-232-000	10-12/15 CD-OVERAGES	416.58
			110-01-50101-232-000	12/15 CT-OVERAGES	321.65
			110-01-51101-232-000	12/15 FN-COPIER MNT	200.47
			110-01-50901-232-000	12/15 AS-OVERAGE CHG	136.44
			110-02-52201-232-000	12/15 FD-OVERAGES	108.45
			110-01-51301-232-000	12/15 AD-OVERAGES	38.64
			110-01-50301-232-000	12/15 LE-OVERAGES	36.96
			520-09-50301-232-000	12/15 TD-OVERAGES	14.63
			110-01-52001-232-000	12/15 MC-OVERAGES	.40
				..... CHECK TOTAL	1,274.22
155736	2/03	PIONEER COMMERCIAL CLEANING	110-02-52203-243-000	01/16 FD JANITORIAL	700.00
			632-09-50101-243-000	01/16 SE CLEANING SE	357.00
				..... CHECK TOTAL	1,057.00
155737	2/03	PAUL CONWAY SHIELDS	110-02-52206-367-000	TURNOUT GEAR	1,062.50
155738	2/03	US CELLULAR	110-02-52109-226-000	01/16 AIRTM-GANG UN	320.00
			110-02-52109-226-000	01/16 10 GB	90.00
			110-02-52102-226-000	01/16 PD-CELL AIRTM	48.56
			110-02-52108-226-000	01/16 PD-CELL AIRTM	24.65
			110-02-52103-226-000	01/16 PD-CELL AIRTM	19.55
			520-09-50401-226-000	01/16 TD-CELL AIRTM	4.40
			110-05-55101-226-000	01/15 PA-CELL AIRTM	3.75
			110-05-55101-226-000	01/16 PA-CELL AIRTM	2.30
			110-02-52101-226-000	01/16 PD-CELL AIRTM	.65
				..... CHECK TOTAL	513.86

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155739	2/03	HENRY SCHEIN	206-02-52205-318-000	01/16-FD MED SUPPLIE	746.77
			206-02-52205-318-000	01/16-FD MED SUPPLIE	680.23
			206-02-52205-318-000	01/16-FD MED SUPPLIE	358.65
				..... CHECK TOTAL	1,785.65
155740	2/03	JENSEN TOWING	110-02-52103-219-000	01/16-#16-001635 TOW	55.00
155741	2/03	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	BEAL 3/05/08	3,608.00
			110-09-56402-219-000	ARNOLD 7/20/12	550.00
			110-09-56402-219-000	WILSON 5/11/11	220.00
			110-09-56402-219-000	MILLER 10/25/03	22.00
				..... CHECK TOTAL	4,400.00
155742	2/03	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	1-3/16 ELEVATOR MAIN	135.90
155743	2/03	INDUSTRIAL ROOFING SVCS INC	420-11-51406-583-000	BLDG IMPROV. EVAL.	9,240.00
155744	2/03	MOST DEPENDABLE FOUNTAINS	110-05-55109-249-000	FOUNTAIN	3,890.00
			110-05-55109-249-000	PET FOUNTAIN	1,560.00
				..... CHECK TOTAL	5,450.00
155745	2/03	MILWAUKEE AUDUBON SOCIETY	222-09-50101-259-000	2016 BIRD CITY	100.00
155746	2/03	TYCO INTEGRATED SECURITY LLC	520-09-50401-246-000	ANNUAL SERVICE	1,836.62
155747	2/03	MENARDS (KENOSHA)	520-09-50201-249-000	01/16-TD MERCHANDISE	219.00
			630-09-50101-393-000	01/16-CE#2388 MERCHA	68.70
			110-02-52203-382-000	01/16-FD MERCHANDISE	44.75
				..... CHECK TOTAL	332.45
155748	2/03	JOHN E REID AND ASSOC., INC	110-02-52107-264-000	REG FEES (5)	2,100.00
155749	2/03	NELSON'S BUS SERVICE, INC	413-11-51506-579-000	PARTS-TROLLEY REPAIR	2,385.60
155750	2/03	HILTON GARDEN INN-O'HARE	110-02-52107-263-000	3/21-23/16	1,050.90
155751	2/03	AMERICAN INSTITUTE OF	110-01-51601-323-000	2016 S KETTERHAGEN	490.00
155752	2/03	PREMIUM WATERS, INC	761-09-50101-389-000	12/15 WATER/COOLER	42.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155753	2/03	VITERBO UNIVERSITY	724-00-21933-000-000	SCHOLARSHIP-EMERY	1,500.00
155754	2/03	TIME WARNER CABLE	761-09-50101-233-000 761-09-50101-225-000	1/09-2/08 SERVICE 1/09-2/08 SERVICE CHECK TOTAL	69.84 60.75 130.59
155755	2/03	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	01/16 FD MEDICAL SUP	51.78
155756	2/03	BUILDING INSPECTORS ASSOC	110-01-51601-323-000	2016-KETTERHAGEN	40.00
155757	2/03	IAFF/NATIONWIDE	110-00-21574-000-000	01/16-31/16 CONTRIBS	18,494.39
155758	2/03	UNITED HEALTHCARE INSURANCE	611-09-50101-155-518 611-09-50101-155-518 611-09-50101-155-519 611-09-50101-155-519 611-09-50101-155-519 611-09-50101-155-519 611-09-50101-155-518 611-09-50101-155-518 611-09-50101-155-517	01/16 PREMIUM 02/16 PREMIUM 01/16 PREMIUM 02/16 PREMIUM 01/16 ADJUSTMENTS 12/15 ADJUSTMENTS 01/16 ADJUSTMENTS 12/15 ADJUSTMENTS 12/15 ADJUSTMENTS CHECK TOTAL	35,101.70 34,979.96 3,875.20 3,861.76 8.96CR 8.96CR 81.16CR 83.10CR 277.52CR 77,358.92
155759	2/03	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	01/16-31/16 CONTRIBS 01/16-31/16 CONTRIBS CHECK TOTAL	8,125.33 705.00 8,830.33
155760	2/03	KENOSHA RADIOLOGY CENTER	110-09-56405-161-000	01/07/16 W/C	1,320.00
155761	2/03	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000 110-09-56405-161-000	07/26/15 W/C 12/02/15 W/C CHECK TOTAL	109.80 39.60 149.40
155762	2/03	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	07/26/15 W/C	318.60
155763	2/03	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	12/18/15 W/C 12/29/15 W/C 12/18/15 W/C CHECK TOTAL	266.90 179.35 58.65 504.90
155764	2/03	AURORA HEALTH CARE	110-01-51303-216-000	NON-DOT CONSORT	200.00
155765	2/03	AURORA HEALTH CARE	110-01-51303-216-000	01/16 FF EXAMS	1,287.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155766	2/03	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000 110-09-56405-161-000	12/28/15 W/C 12/30/15 W/C CHECK TOTAL	95.00 95.00 190.00
155767	2/03	KENOSHA HAND/PLASTIC SURGERY	110-09-56405-161-000	12/21/15 W/C	81.26
155768	2/03	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	12/15/15 W/C	177.84
155769	2/03	GREAT LAKES FOOT & ANKLE CTR	110-09-56405-161-000	08/10/15 W/C	312.61
155770	2/03	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	12/03/15 W/C	25,643.28
155771	2/03	QUEST DIAGNOSTIC	110-09-56405-161-000	08/19/15 W/C	20.77
155772	2/03	ILLINOIS LANDSCAPE	110-05-55103-264-000	D VAN DUYN-2/3/16	35.00
155773	2/03	SECRETARY OF STATE	110-01-50301-219-000	CITY V HENYARD	10.00
155774	2/03	BRANTLEY, LATONGA AND	110-09-56404-719-000	VEH DMG 01/09/16	6,615.97
155775	2/05	A & B/ARO LOCK	110-03-53103-389-000	01/16 ST SUPPLIES &	10.00
155776	2/05	VIKING ELECTRIC SUPPLY	110-03-53116-246-000 110-03-53109-375-000	01/16-WA ELECTRICAL 01/16-ST ELECTRICAL CHECK TOTAL	52.56 23.73 76.29
155777	2/05	FLUID HANDLING	110-01-51801-241-000 110-01-51801-241-000 110-01-51801-241-000 110-01-51801-241-000	T-S TEMP SENSOR T-S AIR FILTER T-S RELAY 120 V T-S RELAY SOCKET FOR CHECK TOTAL	285.05 236.00 50.00 36.00 607.05
155778	2/05	HWY C SERVICE	501-09-50106-344-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 501-09-50106-344-000 630-09-50101-393-000 630-09-50101-393-000 110-05-55109-344-000 630-09-50101-393-000	01/16-PA PARTS 01/16-SE PARTS 01/16-SE#3119 PARTS 01/16-SE PARTS 01/16-PA PARTS 01/16-SE PARTS 01/16-SE SERVICE/PAR 01/16-PA#3122 PARTS 01/16-SE CREDIT PART CHECK TOTAL	772.53 325.15 286.34 212.30 138.45 27.15 27.15 21.84 236.17CR 1,574.74

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155779	2/05	KENOSHA JOINT SERVICES	110-02-52111-251-000	02/16 JOINT SERVICES	226,932.00
			110-02-52202-251-000	02/16 JOINT SERVICES	56,733.00
			110-02-52103-341-000	12/15 PATRL FLT GAS	12,042.77
			110-02-52103-345-000	12/15 PATRL FLT MNT	7,412.22
			110-02-52102-341-000	12/15 DETCV FLT GAS	1,219.44
			110-02-52109-341-000	12/15 KSCU FLT GAS	604.72
			110-02-52102-345-000	12/15 DETCV FLT MNT	495.01
			110-02-52103-345-000	12/15 KSCU FLT MNT	199.16
			110-02-52101-341-000	12/15 ADMIN FLT GAS	195.22
			110-02-52101-345-000	12/15 ADMIN FLT MNT	2.33
				..... CHECK TOTAL	305,835.87
155780	2/05	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/05/16 CITY HRLY	8,373.00
			110-00-21562-000-000	02/05/16 WATER HRLY	3,100.62
			110-00-21562-000-000	02/05/16 MUSEUM HRLY	15.00
	..... CHECK TOTAL	11,488.62			
155781	2/05	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	01/16 ANIMAL CONTRL	12,480.60
155782	2/05	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	1/16 LAB #15-192919	99.20
			110-02-52101-219-000	1/16 LAB #15-190084	99.20
	..... CHECK TOTAL	198.40			
155783	2/05	BUKACEK CONSTRUCTION, LLC	501-00-21128-000-000	ESCROW 4222 91ST AVE	5,000.00
155784	2/05	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	03/16 PREMIUM	12,186.76
			110-09-56304-156-000	03/16 PREMIUM	6,086.93
			110-00-15601-000-000	03/16 PREMIUM	1,537.73
			110-00-15201-000-000	03/16 PREMIUM	867.04
			520-09-50101-156-000	03/16 PREMIUM	480.60
			110-00-15202-000-000	03/16 PREMIUM	276.48
			631-09-50101-156-000	03/16 PREMIUM	175.81
			110-00-14401-000-000	03/16 PREMIUM	107.95
			632-09-50101-156-000	03/16 PREMIUM	91.89
			520-09-50105-156-000	03/16 PREMIUM	76.50
			521-09-50101-156-000	03/16 PREMIUM	65.87
			520-09-50201-156-000	03/16 PREMIUM	47.52
			630-09-50101-156-000	03/16 PREMIUM	32.21
			501-09-50101-156-000	03/16 PREMIUM	31.02
			520-09-50301-156-000	03/16 PREMIUM	30.21
			520-09-50401-156-000	03/16 PREMIUM	28.22
			520-09-50403-156-000	03/16 PREMIUM	26.68
			501-09-50103-156-000	03/16 PREMIUM	7.40
				..... CHECK TOTAL	22,156.82

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155785	2/05	AMERICAN PLANNING ASSOC	110-01-51601-323-000	DUES-J LABAHN	570.00
155786	2/05	NOTARY BOND RENEWAL SERVICE	110-02-52101-219-000	D WIENKE 4 YR BOND	25.00
155787	2/05	SHOPKO STORES	110-02-52103-311-000	01/16-PD MERCHANDISE	31.94
155788	2/05	SUMMER'S GARDEN FLORIST	110-01-51301-311-000	D DOWNING SERVICE	60.00
155789	2/05	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000 110-03-53109-373-000 206-02-52205-389-000	LED LED GPS RADIO ANTENNA CHECK TOTAL	34,445.00 15,275.00 213.99 49,933.99
155790	2/05	KENOSHA COUNTY	110-02-52105-283-000 110-02-52105-283-000	02/16 MONTHLY RENT 01/16 MONTHLY RENT CHECK TOTAL	9,704.67 9,704.63 19,409.30
155791	2/05	WE ENERGIES	110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 524-05-50101-221-000 110-05-55109-222-000 110-05-55109-221-000 110-03-53103-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55102-221-000 524-05-50101-222-000 110-05-55102-221-000 110-05-55109-221-000 110-05-55102-221-000 110-05-55108-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-222-000 110-05-55108-221-000 110-05-55102-221-000 110-05-55102-221-000 110-05-55103-222-000 110-05-55109-221-000 110-05-55109-222-000 110-03-53109-221-000	#4 12/09-01/13 #4 12/08-01/12 #4 12/08-01/13 #4 12/06-01/10 #4 12/08-01/12 #4 12/08-01/12 #4 12/08-01/12 #4 12/08-01/12 #4 12/06-01/10 #4 12/07-01/11 #4 12/02-01/06 #4 12/02-01/06 #4 12/08-01/12 #4 12/08-01/12 #4 12/07-01/11 #4 12/09-01/13 #4 12/10-01/14 #4 12/11-01/14 #4 12/10-01/14 #4 12/03-01/07 #4 12/09-01/13 #4 12/08-01/12 #4 11/08-01/13 #4 12/10-01/14 #4 12/06-01/10 #4 11/09-01/14 #4 12/10-01/14 #4 NO READ	1,617.53 1,281.91 1,053.93 515.16 403.50 389.83 380.81 283.37 261.95 246.84 131.83 115.28 96.73 87.09 86.72 68.91 65.96 49.07 49.00 29.60 18.96 18.03 17.14 15.42 13.52 11.55 .02
				..... CHECK TOTAL	7,309.66

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155792	2/05	WISCONSIN STATE FIRE CHIEF'S	110-02-52201-323-000	2016 DUES-J THOMSEN	95.00
155793	2/05	WISCONSIN FUEL & HEATING	630-09-50101-393-000 110-03-53117-341-000	01/16-CE LUBRICANTS/ 01/16-WA LUBRICANTS/ CHECK TOTAL	235.00 173.25 408.25
155794	2/05	BECKER AWNING	110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000	01/16 TURNOUT GEAR R 01/16 TURNOUT GEAR R 01/16 TURNOUT GEAR R 01/16 TURNOUT GEAR R 01/16 TURNOUT GEAR R CHECK TOTAL	125.00 110.00 65.00 50.00 30.00 380.00
155795	2/05	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000 110-00-21514-000-000 110-00-21614-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21614-000-000 110-00-21514-000-000 110-00-21513-000-000	01/22/16 DEDUCTS 02/05/16 DEDUCTS 01/22/16 DEDUCTS 01/22/16 DEDUCTS 02/05/16 DEDUCTS 02/05/16 DEDUCTS 01/22/16 DEDUCTS 01/22/16 DEDUCTS 02/05/16 DEDUCTS 02/05/16 DEDUCTS 12/31/15 DEDUCTIONS 12/31/15 DEDUCTIONS 12/31/15 DEDUCTIONS 12/31/15 DEDUCTIONS 12/31/15 DEDUCTIONS CHECK TOTAL	18,724.23 18,258.08 10,819.27 10,819.13 10,626.97 10,626.86 2,778.85 2,778.74 2,726.89 2,726.86 2,336.08 2,335.89 800.58 800.39 1,868.18CR 95,290.64
155796	2/05	DREAMSCAPE LAWN CARE	110-09-56501-259-566 110-09-56501-259-566 110-09-56501-259-566 110-09-56501-259-566 110-09-56501-259-566 110-09-56501-259-566 110-09-56501-259-566 110-09-56501-259-566	1/16 7602 SHER-SNOW 1/16 7802 31 AV-SNOW 1/16 3608 59 ST SNOW 1/16 3315 80 ST-SNOW 1/16 7807 31 AV-SNOW 1/16 7806 31 AV-SNOW 1/16 5802 36 AV SNOW 1/16 7420 28 AV-SNOW CHECK TOTAL	135.00 133.41 95.25 37.50 37.50 37.50 37.50 30.00 543.66

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155797	2/05	OFFICEMAX	110-01-51101-362-000	CHAIR MAT	78.46
			520-09-50106-311-000	01/16-TD#3341 OFFICE	74.38
			631-09-50101-311-000	01/16-EN#3337 OFFICE	52.92
			110-01-50301-311-000	01/16-LE#3336 OFFICE	26.45
			110-01-50301-311-000	01/15-LE#3336 OFFICE	5.20
				..... CHECK TOTAL	237.41
155798	2/05	WIS DEPT OF TRANSPORTATION	402-11-51201-585-000	TEN FINAL 3831-06	86.23
			420-11-50712-589-000	#1693-29-78	32.12
				..... CHECK TOTAL	118.35
155799	2/05	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	01/16 ST TOOLS AND S	53.42
155800	2/05	RASCH CONST. & ENGINEERING	405-11-51517-589-830	EST 7 THRU 12/31/15	20,454.80
155801	2/05	HOLLAND SUPPLY, INC.	501-09-50105-344-000	01/16-ST HYDRAULIC F	109.80
			630-09-50101-393-000	01/16-CE HYDRAULIC F	19.26
			630-09-50101-393-000	01/16-CE HYDRAULIC F	15.39
				..... CHECK TOTAL	144.45
155802	2/05	WIS FIRE INSPECTORS ASSOC.	110-02-52204-323-000	DUES COX/SANTELLI	80.00
155803	2/05	NATIONAL TRUST FOR HISTORIC	110-01-51601-323-000	DUES-PA VANG	20.00
155804	2/05	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	4TH QTR ADMN OVERST	2,937.00
155805	2/05	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	CITY V THAD JENSEN	382.50
155806	2/05	EIASEW	110-01-51601-323-000	2016 K PAGOULATOS	15.00
155807	2/05	FIRST ADVANTAGE	110-00-15201-000-000	12/15 SERVICE	30.40
			520-09-50101-219-000	12/15 SERVICE	20.00
				..... CHECK TOTAL	50.40
155808	2/05	SHRED-IT USA	110-01-51801-246-000	12/15 COLL/SHREDDING	140.00
155809	2/05	RUEKERT & MIELKE, INC.	402-11-51404-586-000	4/18-5/15 ARCGIS SER	900.00
			402-11-51404-586-000	4/18-5/15 ARCGIS SER	800.00
			402-11-51404-586-000	3/2-7/10 ARCGIS SERV	528.75
				..... CHECK TOTAL	2,228.75

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155810	2/05	FRONTIER	110-02-52203-225-000	1/22-2/21/16 FIRE	42.05
155811	2/05	US CELLULAR	206-02-52205-226-000 206-02-52205-226-000	01/16 FD-CELL AIRTM 01/16 FD-CELL AIRTM CHECK TOTAL	76.60 21.85 98.45
155812	2/05	WASTE MANAGEMENT OF WI	110-03-53117-253-417	COMPACTOR LEASE	762.16
155813	2/05	INSTY-PRINTS	110-01-51601-311-000	CAP IMP 2016-2020	764.25
155814	2/05	CLEARCOM, INC.	405-11-51517-589-000	VIDEO SECURITY	6,650.00
155815	2/05	WIS DEPT OF FINANCIAL INST	110-02-52101-219-000	D WIENKE 4 YR COMM	20.00
155816	2/05	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	02/05/16 CITY HRLY 02/05/16 WATER HRLY CHECK TOTAL	1,067.11 518.65 1,585.76
155817	2/05	ELECTION SYSTEMS & SOFTWARE	410-11-51501-579-000	EXPRESSVOTE STANDS	23,250.00
155818	2/05	FASTENAL COMPANY	630-09-50101-393-000 205-03-53118-344-000 630-09-50101-393-000	01/16 SE TOOLS/MATER 01/16 WA TOOLS/MATER 01/16 SE #3289 TOOLS CHECK TOTAL	56.04 54.89 5.00 115.93
155819	2/05	APEX PRINT TECHNOLOGIES	110-01-51306-312-000 110-01-51201-311-000 110-01-51201-311-000 110-01-51201-311-000 110-01-51306-312-000	12/15 MAILING SERVC 12/15 PRINT TAX BILL 12/15 PRINT TAX BILL 12/15 PRINT TAX BILL 12/15 MAILING SERVC CHECK TOTAL	12,092.40 6,075.78 1,326.00 468.63 12,000.00CR 7,962.81
155820	2/05	AMERICAN ASSOCIATION OF	110-01-51601-323-000 110-01-51601-323-000 110-01-51601-323-000 110-01-51601-323-000	M SWARTZ - DUES R NEWHOUSE DUES M SANCHEZ DUES MEMBERSHIP-KROENING CHECK TOTAL	75.00 75.00 75.00 50.00 275.00
155821	2/05	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000	02/05/16 DEDUCTION 02/05/16 D YOUNG CHECK TOTAL	104.00 87.00 191.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155822	2/05	CENTRAL SAW AND MOWER	520-09-50201-369-000	SNOWBLOWER ATTACHMNT	1,599.00
155823	2/05	XCELIGENT, INC	110-01-50901-322-000	COMM DATA EXCHGE	1,500.00
155824	2/05	WISCONSIN ASSOC OF WOMEN	110-02-52107-264-000	3/7-8/16 FLAHIIVE	100.00
155825	2/05	STAPLES	110-02-52103-311-000	01/16-PD OFFICE SUPP	380.03
			110-02-52103-311-000	01/16-PD OFFICE SUPP	129.36
			110-02-52103-311-000	01/15-PD OFFICE SUPP	118.63
			110-02-52103-311-000	01/16-PD OFFICE SUPP	84.62
			110-01-51101-311-000	01/16-FN OFFICE SUPP	38.25
			110-02-52103-311-000	01/16-PD OFFICE SUPP	27.05
			110-02-52103-311-000	01/16-PD OFFICE SUPP	16.66
				..... CHECK TOTAL	794.60
155826	2/05	LOGISTICS PLUS	205-03-53118-219-000	01/16-TIRE RECYCLING	1,339.00
155827	2/05	MSC INDUSTRIAL SUPPLY	110-02-52203-385-000	01/16-FD SUPPLIES/RE	901.94
			110-02-52203-344-000	01/16-FD SUPPLIES/RE	412.15
				..... CHECK TOTAL	1,314.09
155828	2/05	FORCE AMERICA	630-09-50101-393-000	FLOW METERS-STOCK	3,143.74
			630-09-50101-393-000	01/16 SE #2967 PARTS	304.06
				..... CHECK TOTAL	3,447.80
155829	2/05	MENARDS (KENOSHA)	110-02-52203-382-000	01/16-FD MERCHANDISE	99.42
			110-05-55109-361-000	01/16-PA MERCHANDISE	24.61
			206-02-52205-344-000	01/16-FD MERCHANDISE	9.44
			110-02-52203-382-000	01/16-FD MERCHANDISE	7.52
				..... CHECK TOTAL	140.99
155830	2/05	DYNAMIC RECYCLING, INC	205-03-53118-253-000	DEC RECYCLE ELECTRON	2,052.56
155831	2/05	WISCONSIN MUNICIPAL COURT	110-01-52001-323-000	3 ASSOC DUES-2016	120.00
155832	2/05	BEST DOCTORS	611-09-50101-155-527	01/16 ADMIN CHARGES	1,477.05
155833	2/05	BRAUN THYSSENKRUPP ELEVATOR	520-09-50202-246-000	01/16 TD ELEVATOR MA	249.00
155834	2/05	MILWAUKEE ELECTRICAL JATC	110-01-51601-322-000	IAEI 2014 NEC UPDATE	65.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155835	2/05	WIS SCTF	110-00-21581-000-000	02/05/16 HRLY DEDCT	1,000.36
155836	2/05	CARLSON RACINE ROOFING AND	415-11-51401-583-000	EST 3 THRU 8/11/15	119,566.00
155837	2/05	WAMA	521-09-50101-323-000	MEMBERSHIP APP	250.00
155838	2/05	TIME WARNER CABLE	110-01-51102-233-000 524-05-50101-219-000	1/19-2/18-SE-RR 1-2/16-GO CABLE SERV CHECK TOTAL	139.95 68.00 207.95
155839	2/05	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000 110-05-55109-367-000	12/15 SE UNIFORM/GLO 12/15 TD UNIFORM/GLO 12/15 FD UNIFORM/GLO 12/15 PA UNIFORM/GLO CHECK TOTAL	817.76 503.20 282.35 65.45 1,668.76
155840	2/05	NFPA FULFILLMENT CTR	110-02-52204-322-000	RENEWAL SUBSCRIPTION	1,255.50
155841	2/05	EZ PACK N SHIP ETC, INC	110-01-51306-312-000 110-01-51102-232-000 110-01-51306-312-000	12/15 FD-UPS SERVICE 12/15 DP-UPS SERVICE 12/15 PD-UPS SERVICE CHECK TOTAL	53.20 32.70 5.75 91.65
155842	2/05	INTERNATIONAL COUNCIL	110-01-51601-323-000	DUES-J LABAHN	100.00
155843	2/05	WHOLESALE DIRECT INC	630-09-50101-393-000	01/16-CE PARTS/MATER	1,224.14
155844	2/05	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	DUE-THEONITA COX	100.00
155845	2/05	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000 110-02-52203-382-000	01/16 FD #4 CONSUMAB 01/16 FD #2 CONSUMAB 01/16 FD #7 CONSUMAB CHECK TOTAL	512.00 424.30 357.40 1,293.70
155846	2/05	PIEPER ELECTRIC	520-09-50401-246-000 520-09-50401-249-000	ANNUAL INSPECTION 01/16-TD MAINTENANCE CHECK TOTAL	4,445.00 1,400.00 5,845.00
155847	2/05	AIRGAS NORTH CENTRAL	632-09-50101-389-000 206-02-52205-389-000 110-05-55109-235-000 520-09-50201-317-000 206-02-52205-344-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 521-09-50101-344-000 206-02-52205-344-000 206-02-52205-389-000	12/15 SE-INDSTL GAS 12/15 FD-OXYGEN CYL 12/15 PA-INDSTL GAS 12/15 TD-INDSTL GAS 12/15 FD-INDSTL GAS 12/15 FD-OXYGEN CYL 12/15 FD-OXYGEN CYL 12/15 FD-INDSTL GAS 12/15 AR-INDSTL GAS 12/15 FD-INDSTL GAS 12/15 FD-INDSTL GAS CHECK TOTAL	300.61 122.85 113.85 92.27 58.59 54.82 49.98 49.98 29.95 25.11 8.06 906.07

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155848	2/05	BAYCOM	422-11-51501-511-000	PORTABLE RADIOS	33,516.00
			422-11-51501-511-000	ACCESSORIES	4,137.20
			422-11-51501-511-000	VHF X-BAND	2,680.00
			422-11-51501-511-000	FREQ. PLAN A OR B	2,150.00
			422-11-51501-511-000	P25 OPERATION	1,560.00
			422-11-51501-511-000	CREDIT	435.00CR
			422-11-51501-511-000	CREDIT	5,955.00CR
				..... CHECK TOTAL	37,653.20
155849	2/05	UW PARKSIDE	110-01-51303-219-000	TESTING/ROOM CHARGE	150.00
155850	2/05	ASCAP	222-09-50101-219-000	MUSIC LIC FEE 2016	805.00
155851	2/05	AURORA HEALTH CARE	110-01-51303-216-000	01/16 SCREENS	2,232.00
			520-09-50101-216-000	01/16 SCREENS	630.00
			110-01-51303-216-000	01/16 SCREENS	539.00
			110-00-15601-000-000	01/16 SCREENS	67.00
			520-09-50101-216-000	01/16 SCREENS	44.00
			110-00-15601-000-000	01/16 SCREENS	44.00
			110-00-14401-000-000	01/16 SCREENS	30.00
				..... CHECK TOTAL	3,586.00
155852	2/05	GENEX SERVICES INC	110-09-56405-161-000	1/11-18/16 W/C	449.24
155853	2/05	MD CUSTOM RX	110-09-56405-161-000	01/18/16 W/C	186.00
155854	2/05	WISCONSIN VISION	110-09-56402-164-000	12/15-FD SAFETY GLAS	110.00
			110-00-15601-000-000	12/15-KWU SAFETY GLA	110.00
			110-09-56402-164-000	12/15-PD SAFETY GLAS	40.00
				..... CHECK TOTAL	260.00
155855	2/05	LGIP LIBRARY	110-00-21804-000-000	02/01/16 LEVY ALLOC	427,000.00
155856	2/05	LGIP MUSEUM	110-00-21805-000-000	02/01/16 LEVY ALLOC	144,000.00
155857	2/05	CITIES & VILLAGES MUTUAL	110-09-56405-219-000	1ST QATR ADMIN TPA	6,000.00
			110-09-56401-279-000	16 VOLUNTEER PREM	3,850.00
				..... CHECK TOTAL	9,850.00
155858	2/05	KOHN LAW FIRM S.C.	110-00-21581-000-000	02/05/16 DEDUCTION	23.43

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155859	2/05	BODY, CHAUNCEY M	110-00-44709-000-000	BARTENDER LIC	50.00
155860	2/05	CID BINDELLI	110-00-44709-000-000	BARTENDER LIC	50.00
155861	2/05	MADISON AUTO SALES	110-00-44802-000-000	PERMIT 6611 28TH AVE	160.00
155862	2/05	JENSEN, RITA	110-00-21112-000-000	2016 DOG LIC OVERPAY	10.00
155863	2/05	FLEENOR, ROBERT	110-01-50301-219-000	CITY V KING	13.60
155864	2/05	STUCKY, PEGGY J	110-01-50301-219-000	CITY V KING	25.00
155865	2/05	HAGEN, MATTHEW S.	110-02-52102-263-000 110-02-52102-341-000 110-02-52102-263-000	1/13-14 BLYTHEVILLE 1/13-14 BLYTHEVILLE 1/13-14 BLYTHEVILLE CHECK TOTAL	111.88 56.80 38.00 206.68
155866	2/05	POLTROCK, JAMES T.	206-02-52205-323-000	CMQ/QE RECERT	69.00
155867	2/05	KRYSTOWIAK, PETER	110-01-50901-261-000	10-12/15 261 MILES	150.08
155868	2/05	WITT, JERALD	110-02-52103-263-000 110-02-52103-341-000 110-02-52103-263-000	1/22-23 DANVILLE OH 1/22-23 DANVILLE OH 01/07/16 WINNEBAGO CHECK TOTAL	100.79 65.75 12.00 178.54
155869	2/05	HAMILTON, WILLIE	110-02-52103-263-000	01/21/16 WINNEBAGO	12.00
155870	2/05	ZUKAUSKAS, TADAS	110-02-52107-263-000	1/20-21 VOLK FIELD	38.00
155871	2/05	ANTARAMIAN, EDWARD	110-01-50301-261-000 110-01-50301-261-000 110-01-50301-263-000	LEAGUE CONF-MILWAUKE LEAGUE CONF-MILWAUKE LEAGUE CONF-MILWAUKE CHECK TOTAL	57.50 20.00 10.00 87.50
155872	2/05	SANCHEZ, MARGARITO	110-01-51601-261-000	12/15 249 MILES	143.17
155873	2/05	SCHAAL, TIMOTHY	110-02-52103-311-000	BROTHER LABEL/MEMO	34.99
155874	2/05	JURGENS, ADAM	110-01-51303-144-000	FALL 2015 TUITION	272.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155875	2/05	MORETTI, PEP	110-02-52103-263-000	01/21/16 WINNEBAGO	12.00
155876	2/05	NADER, RYAN J	110-02-52103-263-000	01/07/16 WINNEBAGO	12.00
155877	2/05	HILL, RYAN	110-02-52103-263-000	01/24/16 WINNEBAGO	12.00
155878	2/05	DILLHOFF, AARON	110-02-52107-263-000	1/20-21/16 VOLK FLD	38.00
			110-02-52102-341-000	1/20-21/16 VOLK FLD	30.36
				..... CHECK TOTAL	68.36
155879	2/05	KATT, TIMOTHY	110-02-52103-259-000	CLEAN/ANIMAL CONTM	41.15
155880	2/05	BRECHUE, AUSTIN J	110-02-52107-263-000	/20-21 VOLK FLD	38.00
155881	2/05	GROTH, THOMAS P	110-02-52107-263-000	1/20-21 VOLK FLD	38.00
155882	2/05	KEMEN, BRADLEY	110-02-52102-219-000	INFORMANT FUND	1,000.00
155883	2/05	WALTERS, BRADLEY G	110-02-52103-263-000	01/24/16 WINNEBAGO	12.00
155884	2/05	PARO, DAVID	110-02-52107-263-000	1/20-21 VOLK FIELD	38.00
155885	2/08	BRITTEN, BRETT	110-00-21106-000-000	2015 TAX REFUND	183.01
155886	2/08	LERETA TAX	110-00-21106-000-000		9,527.26
155887	2/08	PRADO, ENOIL	110-00-21106-000-000	2015 TAX REFUND	116.46
155888	2/08	MITKA, JEFFREY & DEBRA	110-00-21106-000-000	2015 TAX REFUND	315.05
155889	2/08	WELLS FARGO REAL ESTATE TAX	110-00-21106-000-000		19,396.72
155890	2/08	ANDERSEN, DARLENE	110-00-21106-000-000	2015 TAX REFUND	3.00
155891	2/08	WILLIAMS, KENT & ROMONA	110-00-21106-000-000	2015 TAX REFUND	19.81
155892	2/08	STROUD, JANET & ANTHONY	110-00-21106-000-000	2015 TAX REFUND	112.12
155893	2/08	PFEIFFER, BRAD	110-00-21106-000-000	2015 TAX REFUND	198.03

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155894	2/08	RAMIREZ, JASON & BRITNEE	110-00-21106-000-000	2015 TAX REFUND	19.53
155895	2/08	ODEGAARD, RICHARD	110-00-21106-000-000	2015 TAX REFUND	101.59
155896	2/08	FLORES, NOEMI BAHENA	110-00-21106-000-000	2015 TAX REFUND	177.07
155897	2/08	KRUSE, KURTISS	110-00-21106-000-000	2015 TAX REFUND	17.74
155898	2/08	FENSKE, LINDA	110-00-21106-000-000	2015 TAX REFUND	134.39
155899	2/08	CALANDRELLI, CRAIG & CARRIE	110-00-21106-000-000	2015 TAX REFUND	27.00
155900	2/08	TOLLIVER, STEVEN	110-00-21106-000-000	2015 TAX REFUND	405.44
155901	2/08	CROCKETT, SUSAN	110-00-21106-000-000	2015 TAX REFUND	103.90
155902	2/08	LAVIOLETTE, STEPHEN	110-00-21106-000-000	2015 TAX REFUND	273.62
155903	2/08	HUXHOLD, JOHN & LEANN	110-00-21106-000-000	2015 TAX REFUND	189.73
155904	2/08	HUXHOLD, LEANN	110-00-21106-000-000	2015 TAX REFUND	407.95
155905	2/08	DORIS CHRIST REVOCABLE TRUST	110-00-21106-000-000	2015 TAX REFUND	3.00
155906	2/08	SOUTH HARBOR PROFESSIONAL	110-00-21106-000-000	2015 TAX REFUND	860.82
155907	2/08	WEISSENRIEDER, MATTHEW AND	110-00-21106-000-000	2015 TAX REFUND	158.65
155908	2/08	ROBLESKI, JASON & AMY	110-00-21106-000-000	2015 TAX REFUND	102.80
155909	2/08	LOBES, DANIEL & DONA	110-00-21106-000-000	2015 TAX REFUND	47.76
155910	2/08	PACIFIC UNION FINANCIAL LLC	110-00-21106-000-000	2015 TAX REFUND	2,624.63
155911	2/08	SJC ARIZONA PROPERTIES	110-00-21106-000-000	2015 TAX REFUND	2,353.46
155912	2/08	RUFFOLOS INTERNATIONAL FOODS	110-00-21106-000-000	2015 TAX REFUND	527.70
155913	2/08	MORTGAGE, FREEDOM	110-00-21106-000-000	2015 TAX REFUND	26.19

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155914	2/08	CORELOGIC	110-00-21106-000-000		5,307.22
155915	2/08	SWIFT, LYNDY & ALLEN	110-00-21106-000-000	2015 TAX REFUND	5.12
155916	2/08	DUCHROW, JEFFREY	110-00-21106-000-000	2015 TAX REFUND	114.25
155917	2/08	MOWRY, SCOTT & RENA	110-00-21106-000-000	2015 TAX REFUND	56.79
155918	2/08	POPP, LOUIS	110-00-21106-000-000	2015 TAX REFUND	1,000.00
155919	2/08	TERRITO, STEPHEN & DAWN	110-00-21106-000-000	2015 TAX REFUND	20.24
155920	2/08	MENDEZ, JANICE & JAVIER	110-00-21106-000-000	2015 TAX REFUND	120.59
155921	2/08	RUSKELL, RICHARD	110-00-21106-000-000	2015 TAX REFUND	148.56
155922	2/08	HAGEN, CHERYL	110-00-21107-000-000	LOTTERY CR. REFUND	114.25
155923	2/08	WALLENT, SCOTTY	110-00-21107-000-000	LOTTERY CR. REFUND	114.25
155924	2/08	WELLS FARGO REAL ESTATE TAX	110-00-21106-000-000	2015 TAX REFUND	574.39
155925	2/08	PAC PORPERTIES LLC	110-00-21106-000-000	2015 TAX REFUND	825.94
155926	2/08	SJOBLAD, JOHN	110-00-21106-000-000	2015 TAX REFUND	126.37
155927	2/08	MACHAK, BRENDA	110-00-21106-000-000	2015 TAX REFUND	656.07
155928	2/08	MEYER, LINDA	110-00-21106-000-000	2015 TAX REFUND	389.87
155929	2/08	GRACE PETROMART	110-00-21106-000-000	2015 TAX REFUND	361.01
155930	2/08	GETSCHMAN, TIMOTHY	110-00-21106-000-000	2015 TAX REFUND	7.08
155931	2/08	CORE LOGIC TAX REAL ESTATE	110-00-21106-000-000	2015 TAX REFUND	1,866.26
155932	2/08	CORE LOGIC TAX SERVICES	110-00-21106-000-000	2015 TAX REFUND	162.40
155933	2/08	RETZLAFF, ELLIOT	110-00-21106-000-000	2015 TAX REFUND	14.86

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155934	2/08	RABEN, DAVID	110-00-21106-000-000	2015 TAX REFUND	944.49
155935	2/08	WAGNER, PHILLIP TY AND	110-00-21106-000-000	2015 TAX REFUND	239.98
155936	2/08	GRIFFIN, BARBARA & JEAN	110-00-21107-000-000	LOTTERY CR. REFUND	114.25
155937	2/08	BECK, MATTHEW & NICOLE	110-00-21106-000-000	2015 TAX REFUND	271.00
155938	2/10	RNOW, INC.	630-09-50101-393-000	01/16-SE PARTS/MATER	2,697.80
			630-09-50101-393-000	01/16-SE PARTS/MATER	1,809.56
			630-09-50101-393-000	01/16-SE PARTS/MATER	396.49
			630-09-50101-393-000	01/16-SE PARTS/MATER	155.76
				..... CHECK TOTAL	5,059.61
155939	2/10	KENOSHA CO HEALTH DIVISION	110-02-52102-219-000	2015 CHEMIST	36,852.46
155940	2/10	KENOSHA CO HUMANE SOCIETY	110-00-44304-999-000	7-12/15 DOC LIC	14,075.00
			110-00-45103-999-000	COURT FORFEITURES	1,908.66
			204-00-44303-000-000	7-12/15 CAT LIC	652.50
			204-00-44303-999-000	7-12/15 LATE FEES	22.50
				..... CHECK TOTAL	16,658.66
155941	2/10	KENOSHA NEWS	110-01-50101-321-000	01/16 CC MIN 12/7	545.71
			110-01-50101-321-000	1/16 CC MIN 11/23	137.68
			110-01-50101-321-000	1/16 CC MIN 11/24	78.72
			110-01-50101-321-000	01/16 2ND READ ORDS	26.45
			110-01-50101-321-000	01/16 2ND READ ORDS	22.43
			110-01-50101-321-000	1/4/16 CC MINUTES	21.77
			110-01-50101-321-000	01/16 1ST ORD 12/21	19.09
				..... CHECK TOTAL	851.85
155942	2/10	TRAFFIC & PARKING CONTROL CO	110-05-55101-311-000	PARK SIGNS	2,654.15
155943	2/10	KENOSHA WATER UTILITY	227-09-50101-223-000	10/30-12/31/15 SWU	1,047.98
155944	2/10	WIS DEPT OF REVENUE	110-00-21512-000-000	01/16-31/16 DEDUCTS	102,018.05
155945	2/10	LEITCH PRINTING CORP.	632-09-50101-311-000	01/16 SE SERVC REQ	273.24
			110-09-56402-219-000	WILSON 5/11/11	222.52
				..... CHECK TOTAL	495.76

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155946	2/10	REINDERS INC.	110-05-55109-344-000	SHAFT ASSY,	319.89
			110-05-55109-344-000	LH WINDOW GLASS KIT	306.34
			110-05-55109-344-000	RH WINDOW GLASS KIT	284.23
			110-05-55109-344-000	CUP SCALP	53.07
				..... CHECK TOTAL	963.53
155947	2/10	KENOSHA WATER UTILITY	110-01-51802-223-000	11-12/31/15 SWU	136.10
			110-01-51802-224-000	11-12/31/15 WATER	6.18
				..... CHECK TOTAL	142.28
155948	2/10	WISCONSIN FUEL & HEATING	630-09-50101-391-000	01/16-SE UNLEADED GA	11,294.94
			520-09-50106-341-000	01/16-TD DIESEL FUEL	10,156.66
			630-09-50101-392-000	01/16-CE DIESEL FUEL	9,719.05
			110-03-53107-341-000	01/16-ST LUBRICANTS/	137.25
				..... CHECK TOTAL	31,307.90
155949	2/10	FABICK	630-09-50101-393-000	01/16 SE #2744 PARTS	563.64
			630-09-50101-393-000	01/16 SE PARTS & MAT	185.64
			630-09-50101-393-000	01/16 SE #2644 PARTS	36.52
			630-09-50101-393-000	01/16 SE CREDIT	563.64CR
				..... CHECK TOTAL	222.16
155950	2/10	AT&T	110-02-52203-225-000	1/2202/21 REPEATER	413.26
155951	2/10	US IDENTIFICATION MANUAL	110-02-52102-322-000	UPDATES THRU 04/17	82.50
155952	2/10	DREAMSCAPE LAWN CARE	110-09-56501-259-566	1/16 1819 60 ST-SNOW	173.62
			110-09-56501-259-566	1/16 7102 30 AV-SNOW	144.40
			110-09-56501-259-566	1/16 2004 30 AV-SNOW	141.17
			110-09-56501-259-566	1/16 4222&24 50 ST	139.74
			110-09-56501-259-566	1/16 1802 63 ST-SNOW	125.25
			110-09-56501-259-566	1/16 1932 30 AV-SNOW	123.75
			110-09-56501-259-566	1/16 1647 19 AV-SNOW	122.38
			110-09-56501-259-566	1/16 1926 63 ST-SNOW	112.50
			110-09-56501-259-566	1/16 6612 43 AV-SNOW	60.75
			110-09-56501-259-566	1/16 4530 40 AV-SNOW	57.08
			110-09-56501-259-566	1/16 6204 30 AV-SNOW	37.50
			110-09-56501-259-566	1/16 6026 30 AV-SNOW	37.50
			110-09-56501-259-566	1/16 1809&11 60 ST	37.50
			110-09-56501-259-566	1/16 6034 30 AV-SNOW	36.75
			110-09-56501-259-566	1/16 3013 61 ST-SNOW	34.50
			110-09-56501-259-566	1/16 1815&17 60 ST	33.75
			110-09-56501-259-566	1/16 515 59 ST-SNOW	26.38
			110-09-56501-259-566	1/16 6112 30 AV-SNOW	26.25
			110-09-56501-259-566	1/16 6104 30 AV-SNOW	22.50
			110-09-56501-259-566	1/16 4535 40 AV-SNOW	7.50
				..... CHECK TOTAL	1,500.77

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155953	2/10	INDUSTRIAL MARKETING	630-09-50101-393-000	01/16-SE#2994 SWEEPE	2,008.02
			630-09-50101-393-000	12/15-SWEEPER PARTS	211.28
			630-09-50101-393-000	12/15-SWEEPER PARTS	80.05
			630-09-50101-393-000	01/16-SE#2994 SWEEPE	49.98
			630-09-50101-393-000	12/15-SE CREDIT SWEE	299.22CR
				..... CHECK TOTAL	2,050.11
155954	2/10	AT CONFERENCE	110-01-51801-225-000	1/22/16 PHONE CONF	5.89
155955	2/10	PITNEY BOWES	110-01-51306-282-000	01/16-CT MACHINE LEA	386.59
155956	2/10	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	01/16 #2283 PARTS &	581.53
155957	2/10	MG TRUST COMPANY	761-09-50101-151-000	01/16 PIRO/RIMKUS	250.12
			761-00-21599-000-000	01/16 PIRO/RIMKUS	250.12
				..... CHECK TOTAL	500.24
155958	2/10	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	01/16 CT-COPIER MNT	751.50
			110-02-52201-232-000	01/16 MANGD PRINTER	281.83
			110-01-51601-232-000	01/16 MANGD PRINTER	201.60
			110-02-52201-232-000	01/16 FD-COPIER MNT	193.75
			631-09-50101-232-000	01/16 PW-COPIER MNT	164.55
			501-09-50101-232-000	01/16 PW-COPIER MNT	164.55
			110-03-53101-232-000	01/16 PW-COPIER MNT	164.55
			110-01-51301-232-000	01/16 AD-COPIER MNT	142.50
			110-01-51201-232-000	01/16 MANGD PRINTER	120.96
			110-01-51101-232-000	01/16 MANGD PRINTER	120.96
			520-09-50301-232-000	01/16 MANGD PRINTER	100.80
			110-05-55101-232-000	01/16 MANGD PRINTER	100.80
			110-01-51102-232-000	01/16 MANGD PRINTER	100.80
			632-09-50101-232-000	01/16 MANGD PRINTER	80.64
			110-03-53103-232-000	01/16 MANGD PRINTER	80.64
			110-01-52001-232-000	01/16 MANGD PRINTER	80.64
			110-01-50901-232-000	01/16 MANGD PRINTER	80.64
			631-09-50101-232-000	01/16 MANGD PRINTER	60.48
			110-01-51303-232-000	01/16 MANGD PRINTER	60.48
			110-01-50301-232-000	01/16 MANGD PRINTER	60.48
			110-01-51303-232-000	01/16 HR-COPIER MNT	57.06
			632-09-50101-232-000	01/16 SE-COPIER MNT	54.43
			520-09-50301-232-000	01/16 TD-COPIER MNT	44.09
			521-09-50101-232-000	01/16 MANGD PRINTER	40.32
			110-03-53116-232-000	01/16 MANGD PRINTER	40.32
			110-02-52103-232-000	01/16 MANGD PRINTER	40.32
			110-01-51301-232-000	01/16 MANGD PRINTER	40.32
			110-05-55101-232-000	01/16 PA-COPIER MNT	32.66
			110-01-50901-232-000	01/16 AS-COPIER MNT	27.51
			501-09-50105-232-000	01/16 ST-MAINT CONTR	27.39
			110-03-53101-232-000	01/16 MANGD PRINTER	20.16
			110-02-52201-232-000	01/16 MANGD PRINTER	20.16

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-232-000	01/16 ST-COPIER MNT	18.26
			521-09-50101-232-000	01/16 AR-COPIER MNT	16.98
				..... CHECK TOTAL	3,593.13
155959	2/10	CLASSIC AUTO BODY	110-02-52203-711-000	TRUCK #5 REPAIRS	1,500.00
155960	2/10	HOERNEL LOCK & KEY, INC.	520-09-50106-389-000	KEYS FOR METRA	57.50
155961	2/10	SHRED-IT USA	110-02-52101-219-000	01/16 PURGE SERVICE	29.43
155962	2/10	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	01/16-SE SERVICES/PA	1,291.76
			630-09-50101-393-000	01/16-SE SERVICES/PA	602.26
				..... CHECK TOTAL	1,894.02
155963	2/10	WASTE MANAGEMENT OF WI	110-03-53117-253-416	01/16 873.45 TONS	22,430.20
			501-09-50104-253-000	01/16 443.67 TONS	11,393.45
			110-03-53117-253-416	01/16 WDNR TONNAGE F	11,354.85
			501-09-50104-253-000	01/16 WDNR TONNAGE F	5,767.71
			110-03-53117-253-417	01/16 52.43 TONS	1,346.40
			110-03-53117-253-417	01/16 7 PULLS	1,290.66
			110-03-53117-253-416	01/16 FUEL SURCHARGE	786.80
			110-03-53117-253-417	01/16 WDNR TONNAGE F	681.59
			501-09-50104-253-000	01/16 FUEL SURCHARGE	391.25
			110-03-53117-253-416	01/16 ENVIRO SURCHG	264.00
			501-09-50104-253-000	01/16 ENVIRO SURCHG	252.00
			110-03-53117-253-417	01/16 FUEL SURCHARGE	94.03
			110-03-53117-253-417	01/16 ENVIRO SURCHG	42.00
				..... CHECK TOTAL	56,094.94
155964	2/10	VERIZON WIRELESS	227-09-50101-219-000	12/19-1/18 KEP LINE	39.52
155965	2/10	HENRY SCHEIN	206-02-52205-318-000	12/15-FD MED SUPPLIE	329.32
155966	2/10	MALSACK, J	463-11-51101-589-000	2007 56 ST-DEBRIS	55.00
			463-11-51101-589-000	6123 13 AV-DEBRIS	55.00
			463-11-51101-589-000	6404 11 AV-DEBRIS	55.00
			463-11-51101-589-000	4912 13 CR-TREES	55.00
			461-11-51401-581-000	1334 50 ST-TREES	55.00
			461-11-51401-581-000	4702 36 AV-DEBRIS	55.00
				..... CHECK TOTAL	330.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155967	2/10	CRIVELLO-CARLSON	110-09-56402-219-000	COMSYS 6/05/15	3,952.00
155968	2/10	REGISTER OF DEEDS	445-11-50901-219-000	1805 63RD ST	225.00
			445-11-50901-219-000	1919 63RD ST	225.00
			445-11-50901-219-000	1805 63RD ST	30.00
			445-11-50901-219-000	1919 63RD ST	30.00
			445-11-50901-219-000	TERMINATE-K NEWCO	30.00
				..... CHECK TOTAL	540.00
155969	2/10	ORGANIZATION DEVELOPMENT	110-01-51303-216-000	10 FF EVALS	6,750.00
155970	2/10	CLEARCOM, INC.	520-09-50201-579-000	SURVELLIANCE SYSTEM	32,362.00
			520-09-50201-579-000	PHS 2 WIRELESS LINK	10,719.58
			520-09-50201-579-000	CAMERA	4,707.44
			520-09-50201-579-000	CCTV PROJECT	367.50
				..... CHECK TOTAL	48,156.52
155971	2/10	JX PETERBILT	630-09-50101-393-000	01/16-SE#3209 PARTS/	97.83
			630-09-50101-393-000	01/16-SE PARTS/SERVI	81.66
			630-09-50101-393-000	01/16-SE#3209 PARTS/	8.17
				..... CHECK TOTAL	187.66
155972	2/10	CLIFTON LARSON ALLEN	611-09-50101-259-000	PREL 1094-C/1095-C	2,240.00
155973	2/10	FOSTER COACH SALES, INC.	206-02-52205-344-000	01/16 FD REPAIR PART	213.59
155974	2/10	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	01/16-TD SHOP SUPPLI	465.91
155975	2/10	ART BELOW ZERO	222-09-50101-259-000	2/13/16-SNOW DAZE	6,100.00
155976	2/10	WASTE MANAGEMENT	110-01-51801-246-000	01/16 MB-PULL CHRGS	65.35
155977	2/10	MENARDS (KENOSHA)	110-02-52203-382-000	01/16-FD MERCHANDISE	125.20
			520-09-50201-317-000	01/16-TD MERCHANDISE	114.33
			110-05-55109-246-000	01/16-PA MERCHANDISE	106.89
			110-05-55106-246-000	01/16-PA MERCHANDISE	101.84
			630-09-50101-393-000	01/16-CE#8514 MERCHA	49.80
			520-09-50201-246-000	01/16-TD MERCHANDISE	33.64
			420-11-51302-583-000	REMODEL ROOM 201	28.57
			110-05-55106-246-000	01/16-PA MERCHANDISE	27.92
			420-11-51302-583-000	REMODEL ROOM 201	22.00
			420-11-51302-583-000	REMODEL ROOM 201	22.00
			110-03-53107-389-000	01/16-ST MERCHANDISE	20.88
			420-11-51302-583-000	REMODEL ROOM 201	18.11
			110-02-52206-235-000	01/16-FD MERCHANDISE	11.74
			110-05-55106-246-000	01/16-PA CREDIT MERC	86.85CR
				..... CHECK TOTAL	596.07

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155978	2/10	SHERRILL TREE	501-09-50106-367-000	SWEATSHIRTS,	319.80
			501-09-50106-361-000	TREE MASTER	110.95
			501-09-50106-344-000	POLESAW SCABBARDS,	75.80
				..... CHECK TOTAL	506.55
155979	2/10	SUTPHEN CORPORATION	110-02-52203-344-000	10/15 PARTS & SERVIC	1,588.72
			110-02-52203-344-000	10/15 PARTS & SERVIC	151.69
				..... CHECK TOTAL	1,740.41
155980	2/10	HERBST OIL, INC.	520-09-50106-341-000	01/16-TD DIESEL FUEL	10,481.04
155981	2/10	SNI SOLUTIONS	110-03-53107-351-000	GEOMELT 55	1,125.00
			110-03-53107-351-000	TOTE DEPOSIT	320.00
				..... CHECK TOTAL	1,445.00
155982	2/10	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	#703-73887 FINLEY	521.80
155983	2/10	RESERVE ACCOUNT	110-01-51306-312-000	REPLENISH POSTAGE	10,000.00
155984	2/10	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	01/16 DEDUCTIONS	873.18
155985	2/10	TIGER DIRECT	412-11-51501-589-000	22" LCD MONITORS	639.55
			412-11-51501-589-000	SECURITY SYSTEM	129.99
				..... CHECK TOTAL	769.54
155986	2/10	TACTICAL MEDICAL SOLUTIONS	110-02-52103-365-000	SOF TACT TOURNIQUET	142.90
155987	2/10	ALARM DETECTION SYSTEMS INC	520-09-50201-246-000	BURGLAR ALARM SYSTEM	263.40
155988	2/10	INTERNATIONAL COUNCIL	110-01-51601-264-000	3/16/16 J LABAHN	190.00
155989	2/10	WHOLESALE DIRECT INC	630-09-50101-393-000	01/16 CE PARTS/MATER	283.87
155990	2/10	GILLIG CORPORATION	520-09-50201-347-000	01/16-BUS PARTS	387.12
			520-09-50201-347-000	01/16-BUS PARTS	120.27
				..... CHECK TOTAL	507.39
155991	2/10	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	01/16 #3020 PARTS &	216.83
155992	2/10	SESAC	222-09-50101-219-000	2016 MUSIC LICENSE	1,230.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
155993	2/10	KENOSHA TIRE	630-09-50101-393-000	01/16-SE#3210 TIRES/	24.00
			630-09-50101-393-000	01/16-SE#3139 TIRES/	24.00
				..... CHECK TOTAL	48.00
155994	2/10	KUPFER LAW OFFICES	110-01-52001-219-000	SUB JUDGE 1/21-22	400.00
			110-01-52001-219-000	SUB JUDGE 1/29/16	200.00
				..... CHECK TOTAL	600.00
155995	2/10	CLARK DIETZ, INC	403-11-51113-589-000	REISSUE CK #153493	10,920.00
			631-09-50101-219-000	REISSUE CK #153493	9,159.60
				..... CHECK TOTAL	20,079.60
155996	2/10	AURORA HEALTH CARE	110-09-56405-161-000	05/15/15 W/C	698.56
155997	2/10	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	11/25/15 W/C	368.73
			110-09-56405-161-000	12/16/15 W/C	95.00
			110-09-56405-161-000	12/14/15 W/C	95.00
			110-09-56405-161-000	12/11/15 W/C	95.00
			110-09-56405-161-000	12/09/15 W/C	95.00
				..... CHECK TOTAL	748.73
155998	2/10	GENEX SERVICES INC	110-09-56405-161-000	11/2-25/15 W/C	1,134.20
			110-09-56405-161-000	01/19/16 W/C	470.04
				..... CHECK TOTAL	1,604.24
155999	2/10	KENOSHA HAND/PLASTIC SURGERY	110-09-56405-161-000	12/07/15 W/C	291.00
156000	2/10	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	11/17/15 W/C	72.80
156001	2/10	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	REISSUE CK #154142	2,168.11
			110-09-56405-161-000	REISSUE CK #152869	1,741.95
				..... CHECK TOTAL	3,910.06
156002	2/10	WISCONSIN SPECIALTY SURGERY	110-09-56405-161-000	01/28/16 W/C	37.80
156003	2/10	BROOKFIELD ANESTHESIOLOGY	110-09-56405-161-000	12/03/15 W/C	2,639.04
156004	2/10	BACK-2-HEALTH INC	110-09-56405-161-000	12/1-10/15 W/C	238.58
			110-09-56405-161-000	11/30-12/01/15 W/C	236.18
			110-09-56405-161-000	12/10/15 W/C	87.16
				..... CHECK TOTAL	561.92

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156005	2/10	NORTHSHORE UNIVERSITY	110-09-56405-161-000 110-09-56405-161-000	11/19/15 W/C 11/19/15 W/C CHECK TOTAL	156.04 83.21 239.25
156006	2/10	FILIPPELLI, JULIETTE	206-00-13107-000-000	REISSUE CK #149990	125.00
156007	2/10	AMMENDOLA, JEAN	110-00-46394-000-000	APPLIANCE STICKER	15.00
156008	2/10	KENOSHA NEWCO CAPITAL, LLC	501-00-21128-000-000	ESCROW 1901 63RD ST	10,000.00
156009	2/10	WALDEN, DOROTHY M OR	110-09-56404-719-000	PROP DMG 12/01/15	2,030.65
156010	2/10	STANCZAK, STEPHEN M.	110-01-51303-263-000	1/20-22 WPELRA CONF	233.18
156011	2/10	BALL, DOUGLAS J.	110-02-52107-263-000	1/20-21 VOLK FIELD	38.00
156012	2/10	MILLSAPS, NINA M.	110-01-51303-263-000	INTERVIEW PANEL-EXP	57.15
156013	2/10	BIGLEY, CHRISTOPHER	110-01-51303-144-000	FALL 2015 TUITION	907.20
156014	2/10	WITT, JERALD	110-02-52103-263-000	01/25/16 WINNEBAGO	12.00
156015	2/10	WASHINGTON, AL	110-01-50901-261-000	01/16 219 MILES	118.26
156016	2/10	ANSCHUTZ, LORN A.	110-02-52103-367-000 110-02-52107-263-000	CLOTHING ALTERATION 01/26-28/16 RACINE CHECK TOTAL	77.81 24.00 101.81
156017	2/10	CRUEY, EDWARD	110-01-50901-261-000	01/16 140 MILES	75.60
156018	2/10	PETERSON, JULIE	110-02-52103-263-000	01/8/16 INVESTIGATE	12.00
156019	2/10	MILLER, BRIAN D	110-02-52107-263-000	01/26-28/16 RACINE	24.00
156020	2/10	HELD, MICHAEL	110-02-52103-263-000 110-02-52103-263-000	01/27/16 WINNEBAGO 01/30/16 WINNEBAGO CHECK TOTAL	12.00 8.00 20.00
156021	2/10	VIOLA, LEO	110-02-52107-263-000	1/26-28 RACINE	24.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156022	2/10	NADER, RYAN J	110-02-52103-263-000	01/25/16 WINNEBAGO	12.00
156023	2/10	BAKER, HANNAH	520-09-50101-367-000	2016 UNIFORM ALLOW	53.11
156024	2/10	VANG, STEPHEN	110-02-52103-263-000	1/27/16 WINNEBAGO	12.00
156025	2/10	HILL, RYAN	110-02-52103-263-000	REISSUE CK #148780	12.00
156026	2/10	BONDS, CHRISTOPHER	110-02-52107-263-000	01/26-28 RACINE	24.00
156027	2/10	KOZAK, JOSEPH L	110-02-52103-263-000	REISSUE CK #148530	12.00
156028	2/10	PAGE, BRIAN	110-09-56405-161-000	01/16 LIF INS REIMB	176.75
156029	2/10	BAKER, ELIZABETH	110-01-50901-261-000	01/16 238 MILES	128.52
156030	2/10	HOLVERSON, GREG	631-09-50101-261-000	1-12/15 943 MILES	542.22
156031	2/10	HOWARD, MARTIN	110-02-52103-263-000	1/24/16 WINNEBAGO	12.00
156032	2/10	WILSON, BRIAN	110-02-52107-263-000	01/20-21 VOLK FIELD	38.00
			110-02-52107-263-000	1/26-28/16 RACINE	24.00
				..... CHECK TOTAL	62.00
156033	2/10	PATTON, DANI	611-09-50102-259-000	WELLNESS MTG 1/20	136.88
156034	2/10	STONE, DANIEL	110-02-52103-263-000	1/24/16 WINNEBAGO	12.00
156035	2/12	A & B/ARO LOCK	420-11-51302-583-000	DOOR LEVERS-LEGAL	818.00
156036	2/12	WE ENERGIES	110-03-53109-221-000	01/16 STREETLIGHTING	63,029.29
			110-05-55109-221-000	01/16 STREETLIGHTING	386.88
				..... CHECK TOTAL	63,416.17
156037	2/12	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	01/16-TD MISC. ITEMS	102.90
156038	2/12	HWY C SERVICE	630-09-50101-393-000	01/16-SE PARTS/SERVI	135.99
			630-09-50101-393-000	01/16-SE PARTS/SERVI	89.70
			630-09-50101-393-000	01/16-SE PARTS/SERVI	62.78
			630-09-50101-393-000	01/16-SE PARTS/SERVI	12.57
				..... CHECK TOTAL	301.04

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156039	2/12	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	02/12/16 CITY SAL	29,570.21
			110-00-21562-000-000	02/12/16 CITY HRLY	8,373.00
			110-00-21562-000-000	02/12/16 WATER SAL	5,791.00
			110-00-21562-000-000	02/12/16 LIBRARY SAL	4,648.50
			110-00-21562-000-000	02/12/16 HRLY DEDCT	3,100.62
			110-00-21562-000-000	02/12/16 MUSEUM HRLY	15.00
				..... CHECK TOTAL	51,498.33
156040	2/12	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	02/12/16 CITY SAL	707.31
			110-00-21541-000-000	02/12/16 LIBRARY SAL	236.00
			110-00-21541-000-000	02/12/16 WATER SAL	138.75
				..... CHECK TOTAL	1,082.06
156041	2/12	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	10/1-11/23/15 W/C	3,641.81
			110-09-56405-161-000	12/2/15 W/C	577.02
				..... CHECK TOTAL	4,218.83
156042	2/12	KENOSHA NEWS	520-09-50106-311-000	PRNTNG BUS SCHEDULES	2,300.00
			520-09-50106-311-000	PRNTNG BUS SCHEDULES	1,166.00
			110-01-50101-321-000	01/16 CD-RT 142 ZONE	33.78
			110-01-50101-321-000	01/16 2ND READ ORDS	22.43
				..... CHECK TOTAL	3,522.21
156043	2/12	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	02/12/16 CITY SAL	81,036.00
			110-00-21563-000-000	02/12/16 WATER SAL	40.00
				..... CHECK TOTAL	81,076.00
156044	2/12	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	01/16 TD TIRES & SER	281.48
156045	2/12	SHOPKO STORES	521-09-50101-344-000	01/16 AR MERCHANDISE	55.14
156046	2/12	WELDCRAFT, INC.	110-05-55111-246-000	01/16-PA WELDING SER	38.00
156047	2/12	WE ENERGIES	110-03-53109-221-000	#5 12/17-01/21	5,427.78
			110-03-53109-221-000	#5 12/16-01/20	1,631.00
			110-02-52203-221-000	#5 12/14-01/18	1,570.15
			110-03-53109-221-000	#5 12/14-01/18	1,397.73
			110-03-53109-221-000	#5 12/10-01/14	994.12
			110-03-53109-221-000	#5 11/15-12/21	686.27
			110-03-53103-221-000	#5 12/13-01/17	633.70
			110-05-55109-221-000	#5 12/17-01/21	629.65
			110-02-52203-222-000	#5 12/13-01/17	471.22
			110-05-55109-221-000	#5 12/13-01/17	288.79
			110-02-52203-222-000	#5 12/14-01/18	258.80
			110-05-55109-221-000	#5 12/16-01/20	183.53
			110-03-53109-221-000	#5 12/13-01/17	170.03
			110-05-55102-221-000	#5 12/16-01/20	152.27
			110-05-55109-222-000	#5 12/13-01/17	98.06
			110-05-55109-221-000	#5 12/14-01/18	85.27

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#5 12/10-01/14	82.15
			110-05-55109-221-000	#5 12/11-01/15	75.64
			110-05-55102-221-000	#5 12/15-01/19	66.42
			110-03-53109-221-000	#5 12/20-01/24	64.96
			110-05-55109-221-000	#5 12/16-01/19	57.76
			632-09-50101-221-000	#5 12/17-01/21	52.89
			519-09-50106-221-000	#5 12/13-01/17	44.80
			110-05-55109-221-000	#5 12/18-01/22	29.87
			110-05-55109-221-000	#5 12/15-01/19	19.88
			110-05-55109-221-000	#5 12/20-01/24	19.10
				..... CHECK TOTAL	15,191.84
156048	2/12	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	02/12/16 DEDUCTION	235.29
156049	2/12	MAGID GLOVE & SAFETY	630-09-50101-393-000	01/16-CE GLOVES	975.60
156050	2/12	BROOKS TRACTOR, INC.	630-09-50101-393-000	01/16 SE PARTS & MAT	606.64
			630-09-50101-393-000	01/16 SE #2344 PA	86.92
				..... CHECK TOTAL	693.56
156051	2/12	KENOSHA WATER UTILITY	501-09-50105-259-000	1-6/16 DIGGERS HTLN	1,474.00
			110-03-53113-259-000	1-6/16 DIGGERS HTLN	1,474.00
			501-09-50105-259-000	7-12/15 OVERPAYMENT	300.40CR
			110-03-53113-259-000	7-12/15 OVERPAYMENT	300.40CR
				..... CHECK TOTAL	2,347.20
156052	2/12	LOWE'S	420-11-51302-219-000	REMODEL RM 201	515.35
			501-09-50105-359-000	01/16 SW MERCHANDISE	119.14
			501-09-50105-344-000	01/16 SW MERCHANDISE	79.40
			110-03-53116-246-000	01/16 WA MERCHANDISE	24.72
			521-09-50101-385-000	01/16 AR MERCHANDISE	22.74
			521-09-50101-344-000	01/16 AR MERCHANDISE	20.40
			110-05-55109-246-000	01/16 PA MERCHANDISE	14.71
			110-05-55109-361-000	01/16 PA MERCHANDISE	10.60
			521-09-50101-382-000	01/16 AR MERCHANDISE	5.66
				..... CHECK TOTAL	812.72
156053	2/12	CHASE BANK KENOSHA	110-00-21513-000-000	02/12/16 DEDUCTS	212,631.27
			110-00-21511-000-000	02/12/16 DEDUCTS	86,254.58
			110-00-21612-000-000	02/12/16 DEDUCTS	86,253.97
			110-00-21514-000-000	02/12/16 DEDUCTS	26,646.34
			110-00-21614-000-000	02/12/16 DEDUCTS	26,645.96
				..... CHECK TOTAL	438,432.12

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156054	2/12	DREAMSCAPE LAWN CARE	110-09-56501-259-566	1/16 4807 10 AV-SNOW	187.12
			110-09-56501-259-566	1/16 6706 16 AV-SNOW	159.36
			110-09-56501-259-566	1/16 7602 36 AV-SNOW	133.46
			110-09-56501-259-566	1/16 6707 15 AV-SNOW	131.78
			110-09-56501-259-566	1/16 4920 PERSH-SNOW	45.00
			110-09-56501-259-566	1/16 6529 49 AV-SNOW	37.50
			110-09-56501-259-566	1/16 5602 39 AV-SNOW	7.50
				..... CHECK TOTAL	701.72
156055	2/12	MILLER-BRADFORD & RISBERG	630-09-50101-393-000	01/16-SE#8520 PARTS/	38.91
156056	2/12	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	01/16-SPECIALIZED TR	21,333.00
			520-09-50301-258-000	01/16-WEEKEND DISPAT	583.00
			520-09-50301-258-000	01/16-METRA BACK UP	167.00
				..... CHECK TOTAL	22,083.00
156057	2/12	TDS	110-01-51801-227-000	02/16 PHONE SERVICE	6,128.56
			110-00-15202-000-000	02/16 PHONE SERVICE	2,142.71
			520-09-50301-227-000	02/16 PHONE SERVICE	773.87
			110-03-53103-227-000	02/16 PHONE SERVICE	544.57
			110-00-14401-000-000	02/16 PHONE SERVICE	443.54
			632-09-50101-227-000	02/16 PHONE SERVICE	395.45
			521-09-50101-227-000	02/16 PHONE SERVICE	347.26
			110-05-55109-227-000	02/16 PHONE SERVICE	342.79
			501-09-50101-227-000	02/16 PHONE SERVICE	226.55
			110-03-53116-227-000	02/16 PHONE SERVICE	204.51
			520-09-50401-227-000	02/16 PHONE SERVICE	142.48
			110-02-52108-225-000	02/16 PHONE SERVICE	134.70
			110-02-52110-227-000	02/16 PHONE SERVICE	105.15
			524-05-50101-227-000	02/16 PHONE SERVICE	97.05
			110-02-52108-225-000	02/16 PHONE CALLS	74.93
			520-09-50202-227-000	02/16 PHONE SERVICE	72.55
			110-02-52203-227-000	02/16 PHONE SERVICE	70.65
			206-02-52205-227-000	02/16 PHONE SERVICE	68.04
			110-05-55111-227-000	02/16 PHONE SERVICE	47.10
			110-02-52110-225-000	02/16 PHONE CALLS	27.21
			110-01-51801-225-000	02/16 PHONE CALLS	19.64
			521-09-50101-225-000	02/16 PHONE CALLS	13.40
			520-09-50301-225-000	02/16 PHONE CALLS	6.68
			110-03-53103-225-000	02/16 PHONE CALLS	1.62
			632-09-50101-225-000	02/16 PHONE CALLS	.62
			501-09-50101-225-000	02/16 PHONE CALLS	.62
				..... CHECK TOTAL	12,432.25

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156058	2/12	ZAK, PAUL	110-02-52203-165-000	02/15 BENEFITS	861.97
156059	2/12	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	02/12/16 SAL DEDUCTS	3,980.00
156060	2/12	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	01/16-CT ARMORED CAR	340.34
156061	2/12	LINCOLN CONTRACTORS SUPPLY	501-09-50105-385-000	01/16-ST TOOLS/SUPPL	119.00
156062	2/12	HOLLAND SUPPLY, INC.	630-09-50101-393-000	01/16-SE HYDRAULIC F	1,056.72
			630-09-50101-393-000	01/16-SE#2388 HYDRAU	38.03
			110-05-55109-353-000	01/16-PA HYDRAULIC F	23.30
				..... CHECK TOTAL	1,118.05
156063	2/12	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	02/12/16 SAL DEDUCTS	930.00
156064	2/12	MILLHOUSE AUTO BODY INC	110-09-56404-719-000	BRANTLEY DOL 1/9/16	60.00
156065	2/12	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	01/16 KPD BUS CARDS	2,184.00
			110-01-51101-311-000	01/16 FN-#10 WDW EPS	526.00
				..... CHECK TOTAL	2,710.00
156066	2/12	AECOM TECHNICAL SERVICES INC	420-11-51310-589-000	11/7-12/18 ENFIR SPT	2,070.37
			420-11-51310-589-000	11/7-12/18 ENVIR SPT	958.98
				..... CHECK TOTAL	3,029.35
156067	2/12	LEE PLUMBING, INC.	289-06-50533-259-000	#5894268 - FURNACE	2,187.00
			289-06-50532-259-000	#5892258 - WTR HTR	799.00
				..... CHECK TOTAL	2,986.00
156068	2/12	MCAFFEE	110-01-51102-233-000	WEB PROTECTION	11,046.00
			110-01-51102-233-000	ENDPOINT PROTECTION	2,145.00
				..... CHECK TOTAL	13,191.00
156069	2/12	US CELLULAR	631-09-50101-226-000	01/16 EN-CELL AIRTM	57.25
			110-01-51601-226-000	01/16 CD-CELL AIRTM	27.15
			501-09-50106-226-000	12/15 SW-CELL AIRTM	15.95
			501-09-50103-226-000	01/16 SW-CELL AIRTM	10.90
			501-09-50103-226-000	12/15 SW-CELL AIRTM	7.75
			501-09-50106-226-000	01/16 SW-CELL AIRTM	4.15
			521-09-50101-226-000	01/16 AR-CELL AIRTM	.05
				..... CHECK TOTAL	123.20

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156070	2/12	PAL STEEL	110-02-52203-344-000	01/16 FD SHEET METAL	630.00
156071	2/12	NICK'S ROOFING OF KENOSHA	289-06-50534-259-000 289-06-50535-259-000	#5894779 - ROOF #5894786 - ROOF CHECK TOTAL	4,900.00 4,600.00 9,500.00
156072	2/12	HENRY SCHEIN	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	01/16-FD MED SUPPLIE 01/16-FD MED SUPPLIE 01/16-FD MED SUPPLIE 01/16-FD MED SUPPLIE CHECK TOTAL	405.47 303.21 174.95 120.95 1,004.58
156073	2/12	GFOA	110-01-51101-219-000	2016 BUDGET AWD APP	550.00
156074	2/12	JENSEN TOWING	110-02-52103-219-000	01/16-#16-007157 TOW	25.00
156075	2/12	ELECTRICAL CONTRACTORS, INC	420-11-51302-583-000	ELEC WORK-ROOM 203	279.02
156076	2/12	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000 630-09-50101-393-000	01/16-SE PARTS/LABOR 01/16-SE PARTS/LABOR CHECK TOTAL	170.90 85.30 256.20
156077	2/12	PELION BENEFITS, INC.	110-00-21517-000-000	2/1-15/16 DEDUCTS	3,175.38
156078	2/12	WIS DEPT OF REVENUE	761-00-21512-000-000	01/16-KCM DEDUCTS	277.00
156079	2/12	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000	02/12/16 CITY SAL 02/12/16 WATER SAL 02/12/16 LIBRARY SAL 02/12/16 CITY HRLY 02/12/16 WATER HRLY CHECK TOTAL	28,914.70 3,575.83 1,205.00 1,067.11 518.65 35,281.29
156080	2/12	CARQUEST AUTO PARTS	520-09-50201-347-000 520-09-50401-347-000 413-11-51506-579-000	01/16 TD PARTS/MATER 02/16 TD PARTS/MATER 01/16 TD PARTS/MATER CHECK TOTAL	369.72 73.64 31.92 475.28
156081	2/12	NIELSEN MADSEN & BARBER SC	405-11-51517-589-830	12/15 SERV-VELODROME	1,944.39

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156082	2/12	AMERICAN HYDRAULICS	630-09-50101-393-000	01/16 SE PARTS/SERVI	3,876.00
			630-09-50101-393-000	01/16 SE PARTS/SUPPL	3,836.00
			630-09-50101-393-000	01/16 SE PARTS/SERVI	3,573.00
			630-09-50101-393-000	01/16 SE PARTS/SERVI	2,963.00
			630-09-50101-393-000	01/16 SE PARTS/SERVI	2,914.00
			630-09-50101-393-000	02/16 SE #2340 PARTS	2,663.00
			630-09-50101-393-000	01/16 SE #1009 PARTS	1,347.00
				..... CHECK TOTAL	21,172.00
156083	2/12	MOORE OIL COMPANY	110-02-52203-344-000	01/16 FD BULK OIL	1,077.76
			110-02-52203-344-000	01/16 FD BULK OIL	79.17
				..... CHECK TOTAL	1,156.93
156084	2/12	CHAPTER 13 TRUSTEE	110-00-21581-000-000	02/12/16 DEDUCTION	743.00
			110-00-21581-000-000	02/12/16 DEDUCTION	400.00
			110-00-21581-000-000	02/12/16 DEDUCTION	104.00
			110-00-21581-000-000	02/12/16 DEDUCTION	87.00
				..... CHECK TOTAL	1,334.00
156085	2/12	CENTRAL SAW AND MOWER	520-09-50201-347-000	01/16 TD PARTS & SER	63.91
156086	2/12	UTTECH AUTO REPAIR	110-02-52204-344-000	01/16 VEHICLE REPAIR	75.00
156087	2/12	STAPLES	110-02-52103-311-000	01/16 PD MISC OFFICE	449.23
156088	2/12	STATE BAR OF WISCONSIN	110-01-50301-322-000	01/16 LEGAL PUBLICAT	73.40
156089	2/12	MENARDS (KENOSHA)	110-02-52203-382-000	01/16-FD#5 MERCHANDI	280.15
			110-03-53103-389-000	01/16-ST MERCHANDISE	275.41
			520-09-50401-246-000	01/16-TD MERCHANDISE	272.95
			110-03-53103-357-000	01/16-ST MERCHANDISE	235.30
			110-02-52203-382-000	01/16-FD#3 MERCHANDI	153.25
			110-02-52203-344-000	01/16-FD#5 MERCHANDI	99.00
			110-02-52103-365-000	01/15-PD MERCHANDISE	59.96
			110-02-52203-344-000	01/16-FD MERCHANDISE	54.75
			110-05-55111-235-000	01/16-PA MERCHANDISE	53.41
				..... CHECK TOTAL	1,484.18
			156090	2/12	DELL COMPUTERS	520-09-50201-579-000	DELL WORKSTATION	1,328.72

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156091	2/12	TOTAL CYCLERY	422-11-51507-565-000	KHS K9 BICYCLE,	5,000.00
156092	2/12	TELEFLEX	206-02-52205-318-000	MEDICAL SUPPLIES	7,762.26
156093	2/12	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	12/15 FD #4 EXTINGUI	87.60
156094	2/12	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	02/12/16 DEDUCTION	254.73
156095	2/12	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	02/12/16 SAL DEDUCT 02/12/16 HRLY DEDCT CHECK TOTAL	9,553.78 1,000.36 10,554.14
156096	2/12	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	02/12/16 DEDUCTION	375.00
156097	2/12	LAKESHORE BID DISTRICT	110-00-21815-000-000	2016 ASSESSMENT #1	26,666.67
156098	2/12	GESTRA ENGINEERING INC	405-11-51517-589-830	11/15 CONCRETE TEST	1,892.70
156099	2/12	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	01/16 FD #7 CONSUMAB 02/16 FD #6 CONSUMAB CHECK TOTAL	334.65 271.30 605.95
156100	2/12	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE CHECK TOTAL	2,001.28 29.02CR 100.06CR 100.70CR 124.08CR 236.00CR 1,411.42
156101	2/12	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE 02/01-15/16 SERVICE CHECK TOTAL	948.80 13.76CR 25.00CR 32.80CR 58.83CR 81.00CR 737.41
156102	2/12	RED THE UNIFORM TAILOR	110-02-52103-367-000 520-09-50101-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 520-09-50101-367-000 110-02-52206-367-000	01/16 PD-UNIFORMS 01/16 TD-UNIFORM 01/16 TD-UNIFORM 01/16 FD-UNIFORMS 01/16 FD-UNIFORMS 01/16 TD-UNIFORM 01/16 TD-UNIFORM 01/16 FD-UNIFORMS CHECK TOTAL	335.74 216.65 133.45 123.55 83.40 61.90 44.00 38.65 1,037.34

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156103	2/12	AVI SYSTEMS, INC	761-09-50101-233-000	ANNUAL SUBSCRIPTION	947.00
156104	2/12	MAGILL CONSTRUCTION CO., INC.	405-11-51517-589-831	EST 5 THRU 1/29/16	4,534.58
156105	2/12	BYKOWSKI, JAMES, D.C.	110-09-56405-161-000	2/2/16 W/C	35.00
156106	2/12	AURORA HEALTH CARE	110-09-56405-161-000	1/13/16 W/C	190.40
			110-09-56405-161-000	6/25/15 W/C	41.65
				..... CHECK TOTAL	232.05
156107	2/12	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	12/30/15 DEDUCTION	95.00
			110-09-56405-161-000	12/28/15 DEDUCTION	95.00
			110-09-56405-161-000	12/23/15 DEDUCTION	95.00
			110-09-56405-161-000	12/22/15 DEDUCTION	95.00
			110-09-56405-161-000	12/21/15 DEDUCTION	95.00
			110-09-56405-161-000	12/17/15 W/C	95.00
				..... CHECK TOTAL	570.00
156108	2/12	GENEX SERVICES INC	110-09-56405-161-000	1/20-2/7/16 W/C	979.80
			110-09-56405-161-000	1/20-2/4/16 W/C	886.69
			110-09-56405-161-000	12/15-1/16 W/C	300.80
				..... CHECK TOTAL	2,167.29
156109	2/12	ENCORE UNLIMITED LLC	110-09-56405-161-000	1/4-31/16 W/C	366.50
156110	2/12	EQUIAN LLC	110-09-56405-161-000	12/15 BILL REVIEW	2,161.05
156111	2/12	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	12/15/15 W/C	4,244.03
			110-09-56405-161-000	11/23/15 W/C	72.80
				..... CHECK TOTAL	4,316.83
156112	2/12	KELLY, JILL LLC	110-09-56405-161-000	1/8-2/3/16 W/C	563.86
156113	2/12	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	01/16 FD MEDICAL DIR	5,971.92
156114	2/12	MSC GROUP INC.	110-09-56405-161-000	12/15/15 W/C	125.65
156115	2/12	KOHN LAW FIRM S.C.	110-00-21581-000-000	02/12/16 DEDUCTION	23.43
156116	2/12	PARAMSKI, KYLE & CASEY	110-00-21106-000-000	2015 TAX REFUND	8.68

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156117	2/12	KLINKHAMMER, NORBERT AND	110-00-21106-000-000	2015 TAX REFUND	24.90
156118	2/12	DEMARINO, VINCE & LINDA	110-00-21106-000-000	2015 TAX REFUND	1,321.05
156119	2/12	STRUVE, GREGG	110-00-21106-000-000	2015 TAX REFUND	376.92
156120	2/12	JACOBSON, MARK	110-00-21106-000-000	2015 TAX REFUND	170.89
156121	2/12	TITLE SOURCE INC	110-00-21106-000-000	2015 TAX REFUND	955.90
156122	2/12	MEYER, JOHN & TRACI	110-00-21106-000-000	2015 TAX REFUND	499.01
156123	2/12	SOUTHPORT BANK	110-00-21106-000-000	2015 TAX REFUND	16,957.10
156124	2/12	SNELL, JOSIAH	110-00-21106-000-000	2015 TAX REFUND	1,479.97
156125	2/12	CJI LLC	110-00-21106-000-000	2015 TAX REFUND	338.78
156126	2/12	HEIRING, JENNIFER & AARON	110-00-21106-000-000	2015 TAX REFUND	221.60
156127	2/12	SAVAGLIO, JOHN	110-00-21106-000-000	2015 TAX REFUND	778.63
156128	2/12	LUNDGREN, SCOTT & CONSTANCE	110-00-21106-000-000	2015 TAX REFUND	144.93
156129	2/12	CORELOGIC	110-00-21106-000-000		13,537.49
156130	2/12	KENOSHA COUNTY TREASURER	110-00-21106-000-000	2015 TAX REFUND	2,478.33
156131	2/12	DUBERSTEIN, DEBRA	110-00-21106-000-000	2015 TAX REFUND	186.67
156132	2/12	MILLSAPS, NINA M.	110-01-51303-263-000	P & F COMM-SPCL MTG	114.33
156133	2/12	BILLINGSLEY, SHELLY	110-03-53107-361-000	HYDROMETER	80.58
156134	2/12	HAMILTON, WILLIE	110-02-52103-263-000	2/3/16-WINNEBAGO	12.00
156135	2/12	MORETTI, PEP	110-02-52103-263-000	2/3/16-WINNEBAGO	12.00
156136	2/12	VANG, STEPHEN	110-02-52103-263-000	1/31-2/1-WINNEBAGO	12.00

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
156137	2/12	NIEBUHR, JUSTIN M	110-09-56405-161-000	REIM RX'S 1/31/16	282.36
156138	2/12	HAGEN, MATTHEW T	110-00-21541-000-000	UNITED WAY 1/15/16	5.00
156139	2/12	MARTINEZ, ADAM	110-02-52103-263-000	1/31-2/1 WINNEBAGO	12.00
GRAND TOTAL FOR PERIOD *****					3,237,681.01



March 7, 2016

**Claim by Walgreen Co., for Excessive Assessment
(03-122-10-201-041, 06-123-07-130-020, 07-222-24-205-022
and 09-222-36-253-001**

I have attached a copy of the claims for excessive Assessment filed by Walgreen Co. Following are the pertinent information regarding these parcels:

Parcel #	2015 Assessment	2015 Claimant Value	2015 Tax Difference
03-122-10-201-041	\$2,689,100	\$1,924,219	\$21,468.64
06-123-07-130-020	\$2,910,200	\$1,924,219	\$27,674.47
07-222-24-205-022	\$2,849,800	\$1,924,219	\$25,979.17
09-222-36-253-001	\$3,113,700	\$1,924,219	\$33,386.31

The claimant appealed the 2015 assessment timely to the Board of Review and was granted a hearing waiver by the Board of Review. As a result of the hearing waiver the Board of Review sustained the 2015 assessments on the merits without a hearing.

My recommendation is to deny these claims.

Sincerely,

A handwritten signature in blue ink that reads "Michael Higgins". The signature is fluid and cursive.

Michael Higgins
City Assessor



Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703-4225

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 20, 2016

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

NOTICE OF DAMAGES IN THE ACTION FOR EXCESSIVE ASSESSMENT

SENT BY E-MAIL
AND FIRST CLASS MAIL

Jonathan A. Mulligan, Esq.
William K. Richardson, Esq.
City of Kenosha
City Attorney's Office
625 52nd Street, Room 201
Kenosha, WI 53140

Dear Attorneys Mulligan & Richardson: Re: *Walgreen Co. v. City of Kenosha*;
Case No. 15-CV-894
Tax Parcel Nos. 03-122-10-201-041, 06-123-07-130-020, 07-222-205-022, and 09-222-36-253-001

As a courtesy, Claimant, Walgreen Co., plaintiff in the above referenced action and tenant of the above referenced parcels, provides this estimate of claimed damages arising from the excessive assessment action seeking a partial refund of the taxes levied against the above referenced parcels with respect to the 2015 assessment of the parcels. The excessive assessment action was filed on June 24, 2015 pursuant to Wis. Stat. § 70.47(8m) within 60 days following waiver of the Board of Review Hearing by the City's Board of Review. Moreover, pursuant to Wis. Stat. § 70.47(8m), the waiver by the City's Board of Review acts as a disallowance of the claim on excessive assessment under Wis. Stat. § 74.37(3). In accordance with Wisconsin Department of Revenue Form PA-813, the issuance of a waiver precludes serving of a claim for excessive assessment under Wis. Stat. § 74.37(3).

Now that the 2015 mill rate has been determined and the 2015 tax bill been issued, Claimant seeks to provide notice to the City of the amount refund taxes Claimant seeks. However, because the excessive assessment action has been initiated, Supreme Court Rule 20:4.2 precludes the undersigned from serving a claim for excessive assessment or a notice of claimed damages on the clerk of the City without your consent. If the City believes that it is

necessary for the Claimant to serve claim for excessive assessment and/or notice of claimed damages on the clerk of the City, you must immediately provide consent to the undersigned to serve such a claim or notice on the clerk of the City.

Claimant, tenant of parcels 03-122-10-201-041, 06-123-07-130-020, 07-222-24-205-022, and 09-222-36-253-001 (the "Properties"), hereby provides notice of the claimed partial refund of property taxes levied against these parcels for the year 2015. You are hereby directed to serve any response on the undersigned agent of the Claimant.

1. This notice is provided to specify the claimed partial refund of excessive real estate taxes imposed on Claimant by the City for the year 2015, plus statutory interest, with respect to the Property.

2. Claimant is the tenant of the Properties, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Properties and is authorized to bring the above-referenced lawsuit in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 625 52nd Street in the City.

4. The Properties are located at 7535 Green Bay Road, 7525 Sheridan Road, 1810 30th Avenue and 3820 52nd Street within the City and are identified in the City's records as Tax Parcel Nos. 03-122-10-201-041, 06-123-07-130-020, 07-222-24-205-022, and 09-222-36-253-001.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.2109481% as of January 1, 2015.

6. For 2015, property tax was imposed on property in the City at the rate of \$28.06799 per \$1,000 for of the assessed value for Property.

7. For 2015, the City's assessor set the assessments of the Properties as follows:

Parcel No.	Assessment
03-122-10-201-041	\$ 2,689,100.00
06-123-07-130-020	\$ 2,910,200.00
07-222-24-205-022	\$ 2,849,800.00
09-222-36-253-001	\$ 3,113,700.00

8. Claimant appealed the 2015 assessments of the Properties by filing timely objections with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. By virtue of hearing waiver pursuant to Wis. Stat. § 70.47(8m) the Board of Review sustained the 2015 assessments on the merits without hearing as follows:

Parcel No.	Assessment
03-122-10-201-041	\$ 2,689,100.00
06-123-07-130-020	\$ 2,910,200.00
07-222-24-205-022	\$ 2,849,800.00
09-222-36-253-001	\$ 3,113,700.00

10. The City imposed tax on the Properties in the amounts as follows:

Parcel No.	Taxes
03-122-10-201-041	\$ 75,477.60
06-123-07-130-020	\$ 81,683.43
07-222-24-205-022	\$ 79,988.13
09-222-36-253-001	\$ 87,395.27

11. Claimant timely paid the property taxes imposed by the City on the Properties for 2015, or the required installment thereof.

12. The fair market value of the Properties as of January 1, 2015 was no higher than the following:

Parcel No.	FMV
03-122-10-201-041	\$ 2,000,000.00
06-123-07-130-020	\$ 2,000,000.00
07-222-24-205-022	\$ 2,000,000.00
09-222-36-253-001	\$ 2,000,000.00

13. Based on the aggregate ratio of 96.2109481%, the correct assessments of the Properties for 2015 are no higher than the following:

Parcel No.	Correct Assessment
03-122-10-201-041	\$ 1,924,219
06-123-07-130-020	\$ 1,924,219
07-222-24-205-022	\$ 1,924,219
09-222-36-253-001	\$ 1,924,219

14. Based on the tax rate of \$28.067990 per \$1,000 of assessed value, the correct amount of property tax on the Properties for 2015 should be no higher than the following:

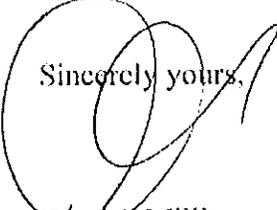
Parcel No.	Correct Taxes
03-122-10-201-041	\$ 54,008.96
06-123-07-130-020	\$ 54,008.96
07-222-24-205-022	\$ 54,008.96
09-222-36-253-001	\$ 54,008.96

15. The 2015 assessments of the Properties, as set by the City's Board of Review were excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property taxes imposed on the Properties for 2015 were excessive in at least the amount of \$108,508.60.

16. Claimant is entitled to a refund of 2015 tax in the amount of \$108,508.60, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount claimed is \$108,508.60, plus interest thereon.

Dated at Madison, Wisconsin, this 20th day of January, 2016.

Sincerely yours,

Don M. Millis
Agent for Claimant

DMILLIS/33391296



March 7, 2016

**Claim by Carisch Brothers, L.P. for Excessive Assessment
(03-121-01-475-420 and 03-122-03-477-023)**

Attached is a copy of the claims for excessive Assessment filed by Carisch Brother, L.P. As indicated on the claim the 2015 assessment for the parcel 03-121-01-475-420 is \$737,700. The claimant believes the subject property has a value of \$384,844 amounting to a difference of \$9,599.93 in tax. For Parcel # 03-122-03-477-023 the 2014 assessment is 937,000 and the claimant believes the subject property has value of \$384,844 amounting to a difference in tax of \$15,497.92.

The claimant appealed the 2015 assessment timely to the Board of Review and was granted a hearing waiver by the Board of Review. As a result of the hearing waiver the Board of Review sustained the 2015 assessments on the merits without a hearing.

My recommendation is to deny this claim.

Sincerely,

A handwritten signature in blue ink that reads "Michael Higgins". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael Higgins
City Assessor



Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 600
Madison, WI 53703-4225

Telephone: 608-229-2200
Fax: 608-229-2100
Toll Free: 800-728-6239
reinhartlaw.com

January 20, 2016

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

NOTICE OF DAMAGES IN THE ACTION FOR EXCESSIVE ASSESSMENT

SENT BY E-MAIL
AND FIRST CLASS MAIL

Jonathan A. Mulligan, Esq.
William K. Richardson, Esq.
City of Kenosha
City Attorney's Office
625 52nd Street, Room 201
Kenosha, WI 53140

Dear Attorneys Mulligan & Richardson: Re: *Carisch Brothers, LP v. City of Kenosha*;
Case No. 15-CV-901
Tax Parcel Nos. 03-122-03-477-023 and
03-121-01-475-420

As a courtesy, Claimant, Carisch Brothers, LP, plaintiff in the above referenced action and owner of the above referenced parcels, provides this estimate of claimed damages arising from the excessive assessment action seeking a partial refund of the taxes levied against the above referenced parcels with respect to the 2015 assessment of the parcels. The excessive assessment action was filed on June 24, 2015 pursuant to Wis. Stat. § 70.47(8m) within 60 days following waiver of the Board of Review Hearing by the City's Board of Review. Moreover, pursuant to Wis. Stat. § 70.47(8m), the waiver by the City's Board of Review acts as a disallowance of the claim on excessive assessment under Wis. Stat. § 74.37(3). In accordance with Wisconsin Department of Revenue Form PA-813, the issuance of a waiver precludes serving of a claim for excessive assessment under Wis. Stat. § 74.37(3).

Now that the 2015 mill rate has been determined and the 2015 tax bill been issued, Claimant seeks to provide notice to the City of the amount refund taxes Claimant seeks. However, because the excessive assessment action has been initiated, Supreme Court Rule 20:4.2 precludes the undersigned from serving a claim for excessive assessment or a notice of claimed damages on the clerk of the City without your consent. If the City believes that it is necessary for the Claimant to serve claim for excessive assessment and/or notice of claimed

damages on the clerk of the City, you must immediately provide consent to the undersigned to serve such a claim or notice on the clerk of the City.

Claimant, owner of parcels 03-122-03-477-023 and 03-121-01-475-420 (the "Properties"), hereby provides notice of the claimed partial refund of property taxes levied against these parcels for the year 2015. You are hereby directed to serve any response on the undersigned agent of the Claimant.

1. This notice is provided to specify the claimed partial refund of excessive real estate taxes imposed on Claimant by the City for the year 2015, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Properties, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Properties and is authorized to bring the above-referenced lawsuit in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 625 52nd Street in the City.

4. The Properties are located at 5800 75th Street and 7411 122nd Avenue within the City and are identified in the City's records as Tax Parcel 03-122-03-477-023 and 03-121-01-475-420.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 96.2109481% as of January 1, 2015.

6. For 2015, property tax was imposed on parcel number 03-122-03-477-023 at the rate of \$28.06799 and on parcel number 03-121-01-475-420 at the rate of \$27.20643 per \$1,000 for of the assessed value for Property.

7. For 2015, the City's assessor set the assessments of the Properties as follows:

Parcel No.	Assessment
03-122-03-477-023	\$ 937,000.00
03-121-01-475-420	\$ 737,700.00

8. Claimant appealed the 2015 assessments of the Properties by filing timely objections with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. By virtue of hearing waiver pursuant to Wis. Stat. § 70.47(8m) the Board of Review sustained the 2015 assessments on the merits without hearing as follows:

Parcel No.		Assessment
03-122-03-477-023	\$	937,000.00
03-121-01-475-420	\$	737,700.00

10. The City imposed tax on the Properties in the amounts as follows:

Parcel No.		Taxes
03-122-03-477-023	\$	26,299.71
03-121-01-475-420	\$	20,070.16

11. Claimant timely paid the property taxes imposed by the City on the Properties for 2015, or the required installment thereof.

12. The fair market value of the Properties as of January 1, 2015 was no higher than the following:

Parcel No.		FMV
03-122-03-477-023	\$	400,000.00
03-121-01-475-420	\$	400,000.00

13. Based on the aggregate ratio of 96.2109481%, the correct assessments of the Properties for 2015 are no higher than the following:

Parcel No.		Correct Assessment
03-122-03-477-023	\$	384,844
03-121-01-475-420	\$	384,844

14. Based on the tax rates listed in paragraph 6 above, the correct amount of property tax on the Properties for 2015 should be no higher than the following:

Parcel No.		Correct Taxes
03-122-03-477-023	\$	10,801.79
03-121-01-475-420	\$	10,470.23

15. The 2015 assessments of the Properties, as set by the City's Board of Review were excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the

January 20, 2016
Page 4

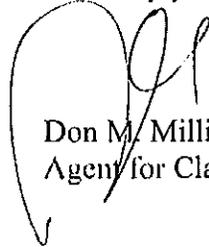
Uniformity Clause) of the Wisconsin Constitution. As a result, the property taxes imposed on the Properties for 2015 were excessive in at least the amount of \$25,097.85.

16. Claimant is entitled to a refund of 2015 tax in the amount of \$25,097.85, or such greater amount as may be determined to be due to Claimant, plus statutory interest.

17. The amount claimed is \$25,097.85, plus interest thereon.

Dated at Madison, Wisconsin, this 20th day of January, 2016.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'DM', is written over the typed name and title.

Don M. Millis
Agent for Claimant

DMILLIS/33391189



March 7, 2016

**Claim by Dairyland Greyhound Park, Inc for Excessive Assessment
(08-222-31-401-001)**

Attached is a copy of the claim for excessive assessment filed by Dairyland Greyhound Park, Inc. As indicated on the claim, the 2015 assessment is \$18,811,200. The claimant believes the subject property has a value of \$7,150,000 amounting to a difference of \$334,822.67 in tax.

For the appeal of the 2015 assessment, the Board of Review accepted a stipulation of the parties to allow Dairyland to proceed directly to court without appearing before the Board of Review. Based upon this waiver, the 2015 assessment is considered sustained by the Board Review.

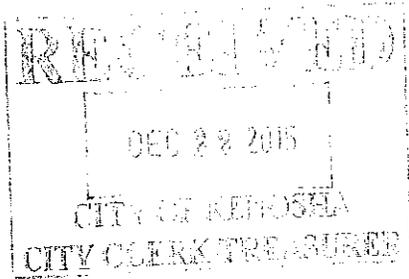
The 2015 stipulation is a continuation of 2014 claim, which was denied by the Finance Committee and the Common Council on March 16, 2015. The 2014 claim is currently subject to pending litigation

My recommendation is to deny this claim.

Sincerely,

A handwritten signature in black ink that reads "Michael Higgins". The signature is written in a cursive style with a large, sweeping initial "M".

Michael Higgins
City Assessor



TAGLaw International Lawyers
Alan H. Marcuvitz
Direct Telephone
414-287-1401
amarcuvitz@vonbriesen.com

CLAIM FOR EXCESSIVE ASSESSMENT

TO: Clerk, City of Kenosha
626 52nd Street, Room 105
Kenosha, Wisconsin 53140

Now comes Claimant, Dairyland Greyhound Park Inc., owner of parcel 08-222-31-401-001 (the "Property") in the City of Kenosha, Wisconsin, by Claimant's attorneys, von Briesen & Roper, s.c., and files this Claim For Excessive Assessment against the City of Kenosha ("the City"), pursuant to WIS. STAT. §74.37.

1. Claimant is the owner of the Property, located at 5522 104th Avenue, Kenosha, Wisconsin.
2. For 2015, property in the City was assessed at 96.21094% of its fair market value as of January 1, 2015, and was taxed at \$28.06799 per \$1,000 of assessed value.
3. The 2015 assessment of the Property was set by the Assessor at \$18,811,200. Timely objection was filed.
4. The Board of Review waived the evidentiary hearing on Claimant's objection and sustained the assessment at \$18,811,200, by stipulation.
5. Based on the 2015 assessment, the City imposed a tax of \$527,921.65 on the Property.
6. The value of the Property for 2015 is no higher than \$7,150,000. This value is derived by a recent appraisal of the Property.
7. The correct tax on the Property for 2015 should be no higher than \$193,098.98.
8. As a result of the excessive assessment of the Property for 2015, excess tax in at least the amount of \$334,822.67. was imposed on the Property.
9. The amount of this claim is \$334,822.67, plus interest thereon.

Dated at Milwaukee, Wisconsin this 18th day of December, 2015.

VON BRIESEN & ROPER, S.C.

Alan Marcuvitz