

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, May 4, 2009
6:00 P.M.

Chairman: Eric J. Haugaard

Aldermen: Katherine Marks
Daniel Prozanski Jr.
Anthony Kennedy

Tod Ohnstad
David Bogdala

Call to Order

Roll Call

Approval of the minutes of the regular meeting held April 20, 2009.

1. By Committee on Finance - To Specially Assess the Property at 6608 20th Avenue for Removal of Graffiti in the amount of \$202.14. (Back-up copies provided by NSI)
2. By Committee on Finance - To Rescind Five (5) Special Assessments in the Total Amount of \$2,585.71 Levied by Resolution No. 037-09 Against Various Parcels in the City of Kenosha, (Wisconsin) per List on File in the Office of the City Clerk. (Back-up copies provided by NSI)
3. By the Mayor - To Rescind Resolution No. 180-07, Adopted December 5, 2007, Regarding the Support of the Shalom Center's Plans to Construct a New Homeless Facility and Establish Terms and Conditions for a City Contribution to the Costs of Construction in the Amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars. (Back-up copies provided by City Development)
4. Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for Property at 8043 Sheridan Road and 1701 and 1713 62nd Street (Districts #3 and #8). (C.P.-Ayes 11: Noes 0) (Deferred from April 20, 2009 Meeting) (Back-up Copies Provided by City Development)
5. Lease Agreement by and between the City of Kenosha and Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, (District #3). (C.P.-Ayes 11: Noes 0) (Deferred from April 20, 2009 Meeting) (Back-up Copies Provided by City Development)
6. Lease Agreement by and between the City of Kenosha and Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, (District #8). (C.P.-Ayes 11: Noes 0) (Deferred from April 20, 2009 Meeting) (Back-up Copies Provided by City Development)
7. By the Mayor – Initial Resolution Authorizing the Borrowing of Not to Exceed \$11,815,000; Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. (Back-up Copies Provided by City Clerk)
8. Disbursement Record #7 – \$16,072,823.00. (Back-up Copies Provided by Finance Department)
9. Settlement of Steve Hawkins v. City of Kenosha. *CLOSED SESSION: Pursuant to Wisconsin Statutes, Sections 19.36 (1) and 19.85 (1)(g) the Finance Committee may go into to Closed Session for a Period of Time Regarding this Item and May or May Not Reconvene into Open Session for Purposes of Holding a Hearing and Making a Final Determination.*
10. Election of Finance Committee Chairman.

CITIZENS COMMENTS / ALDERMEN COMMENTS / OTHER BUSINESS AS AUTHORIZED BY LAW
IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING
website: www.kenosha.org

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

Finance Committee
Minutes of Meeting Held April 20, 2009

A meeting of the Finance Committee held on April 20, 2009 in Room 204 at the Kenosha Municipal Building was called to order at 6:00 p.m. by Chairman Haugaard.

At roll call, the following members were present: Aldermen Marks, Kennedy, Prozanski, Ohnstad and Bogdala. The Mayor was present for item 4.

City staff present: Frank Pacetti-City Administrator, Mark McCarthy – Housing Development Specialist, Kevin Risch-Assistant City Engineer, Carol Stancato-Finance Director, Shari Krewson-Real Estate Agent, Jeff Labahn-Director of City Development, Mitch Engen-Supervisor of Property Maintenance, Mike Higgins-City Clerk/Treasurer/Assessor, Zohrab Khaligian-Community Development Specialist, Ron Bursek-Director of Public Works.

It was moved by Alderman Ohnstad, seconded by Alderman Bogdala, to approve the minutes of the regular meeting held April 6, 2009. Motion carried unanimously.

1. Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for Property at 8043 Sheridan Road and 1701 and 1713 62nd Street (Districts #3 and #8). (Back-up Copies Provided by City Development) (C.P.-Ayes 11: Noes 0) Dan Melyon-Director of Kenosha County Interfaith Human Concerns Network, Inc., spoke and answered questions. Frank Pacetti-City Administrator spoke and answered questions. It was moved by Alderman Prozanski, seconded by Alderman Ohnstad to defer items 1, 2 and 3 for two weeks. Motion carried unanimously.
2. Lease Agreement by and between the City of Kenosha and Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, (District #8). (Back-up Copies Provided by City Development) (C.P.-Ayes 11: Noes 0) Deferred two weeks (see item 1)
3. Lease Agreement by and between the City of Kenosha and Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, (District #3). (Back-up Copies Provided by City Development) (C.P.-Ayes 11: Noes 0) Deferred two weeks (see item 1)
4. Proposed Resolution by the Mayor - To Amend the City of Kenosha Capital Improvement Program for 2009 by Creating Line CD-09-001 "City-Wide Housing Rehabilitation Loan Program" for an Increase in The 2009 Program of \$450,000. (Back-up Copies Provided by City Development) (C.P.-Ayes 11: Noes 0) Frank Pacetti-City Administrator and Steve Bostrom, 1720 - 75th Street spoke. It was moved by Alderman Marks, seconded by Alderman Kennedy to defer for two weeks. Motion failed (2-4) with Aldermen Marks and Kennedy voting yes. It was moved by Alderman Bogdala, seconded by Alderman Prozanski to approve. Motion carried (5-1) with Alderman Marks voting nay.
5. KABA 2009 1st Quarter Loan Reports. (Back-up Copies Provided by KABA) Richard Rodenbeck-Director of Business Finance-KABA was present and spoke. It was moved by Alderman Ohnstad, seconded by Alderman Prozanski to receive and file. Motion carried unanimously.
6. Change Order #1 for Project #08-1208 Sidewalk & Curb/Gutter Program. (All Districts) (Back-up Copies Provided by PW)(PW-Ayes 4: Noes 0) Kevin Risch-Assistant City Engineer was present, spoke and answered questions. It was moved by Alderman Ohnstad, seconded by Alderman Kennedy to approve. Motion carried unanimously.
7. Proposed Resolutions by Finance Committee to Specially Assess Certain Parcels of Property for:
 - a. Property Maintenance Reinspection Fees - \$320.00
 - b. Building/Zoning Reinspection Fees - \$1,260.00
 - c. Trash & Debris - \$5,233.79(Back-up Copies Provided by NSI & City Attorney)
It was moved by Alderman Prozanski, seconded by Alderman Kennedy to approve. Motion carried unanimously.
8. Disbursement Record #6 – \$6,409,808.84. (Back-up Copies Provided by Finance) It was moved by Alderman Prozanski, seconded by Alderman Kennedy to approve. Motion carried unanimously.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:24 p.m.

***NOTE: Minutes are unofficial until approval by the Finance Committee scheduled for May 4, 2009.**

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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Specially Assess the Property at 6608 20th Avenue
(Parcel # 05-123-06-258-028) for Removal of Graffiti
(Miscellaneous Assessment)

BE IT RESOLVED, that a special assessment for removal of graffiti in the total amount of \$202.14 be levied against the property at 6608 20th Avenue (parcel number 05-123-06-258-028).

Passed this _____ day of _____, 2009

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind Five (5) Special Assessment Levied by Resolution No. 037-09
Against Various Parcels in the City of Kenosha, Wisconsin**

WHEREAS, on April 6, 2009, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 037-09 levying special assessments for boarding and securing various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, the Department of Neighborhood Services and Inspections has determined that a special assessment should not have been levied on five (5) of those parcels; to wit:

- ◆ Parcel No. 07-222-24-411-020 (2500 22nd Avenue) - \$532.00
- ◆ Parcel No. 12-223-31-334-018 (5507 22nd Avenue) - \$941.80
- ◆ Parcel No. 01-122-01-154-009 (6323 30th Avenue) - \$180.00
- ◆ Parcel No. 11-223-30-477-007 (514 42nd Street) - \$524.12
- ◆ Parcel No. 08-222-34-260-002 (5120 68th Avenue) - \$407.79

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessments in the total amount of \$2,585.71 levied by Resolution No. 037-09 against the parcels listed above be and hereby is rescinded.

Passed this ____ day of _____, 2009.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
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CC
CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith G. Bosman
Members of the Common Council

FROM: Jeffrey B. Labahn, Director of City Development

DATE: May 1, 2009

RE: *Shalom Center (Kenosha County Interfaith Human Concerns Network, Inc.)
Resolution*

The Common Council previously authorized \$250,000 towards the construction of a new Shalom Center facility in the 2008-2012 Capital Improvement Program for Fiscal Year 2009. However, based on mutual agreement between the City and Kenosha County Interfaith Human Concerns Network, Inc., leading up to the pending property exchange, no funding was included in the current five-year CIP.

Resolution #180-07 specified the criteria for the release of the \$250,000 to the Shalom Center. However, since this funding is not included in the CIP, the attached resolution is proposed to rescind the prior directive.

JBL:sks
Attachment

RESOLUTION NO. _____

BY: THE MAYOR

TO RESCIND RESOLUTION NO. 180-07, ADOPTED DECEMBER 5, 2007, REGARDING THE SUPPORT OF THE SHALOM CENTER'S PLANS TO CONSTRUCT A NEW HOMELESS FACILITY AND ESTABLISH TERMS AND CONDITIONS FOR A CITY CONTRIBUTION TO THE COSTS OF CONSTRUCTION IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS

WHEREAS, Kenosha County Interfaith Human Concerns Network, Inc. has a humanitarian mission by which it provides services such as a family emergency shelter and a shelter for the homeless that collectively it calls the Shalom Center; and,

WHEREAS, Resolution No. 180-07, was adopted by the Common Council for the City of Kenosha on December 5, 2007, to support the Kenosha County Interfaith Human Concerns Network, Inc.'s plans to expand its capabilities and extend its services by constructing a new facility to house the family emergency shelter and INNS Programs; and,

WHEREAS, the Capital Improvement Plan of the City (CIP) for the calendar years of 2008-2012 allocated and authorized an expenditure in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars in Fiscal Year 2009, as a contribution in support of the construction of the Shalom Center's permanent homeless shelter; and,

WHEREAS, the City and Kenosha County Interfaith Human Concerns Network, Inc. have negotiated a Contract of Exchange, which is mutually beneficial to the parties, whereby Kenosha County Interfaith Human Concerns Network, Inc. received a parcel of real property from the City that is suitable for some of its operations in lieu of the authorized expenditure; and,

WHEREAS, the CIP for the calendar years of 2009-2013 does not include any fund authorization for the referenced project based upon the terms and conditions of the Contract of Exchange; and,

WHEREAS, Resolution No. 180-07 is deemed unnecessary due to the absence of CIP funding for said project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it hereby rescinds Resolution No. 180-07, adopted December 5, 2007.

Adopted this _____ day of _____, 2009.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
Acting City Attorney

RESOLUTION NO. 180-07

BY: THE MAYOR

IN SUPPORT OF THE SHALOM CENTER'S PLANS TO CONSTRUCT A NEW HOMELESS FACILITY AND TO ESTABLISH TERMS AND CONDITIONS FOR A CITY CONTRIBUTION TO THE COSTS OF CONSTRUCTION IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS

WHEREAS, the Shalom Center wishes to expand its capabilities and extend its services by constructing a new facility to house the food pantry and emergency shelter program (INNS); and,

WHEREAS, the 2008-2012 Capital Improvement Plan (CIP) of the City of Kenosha allocates and authorizes an expenditure in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars in FY 2009, as a contribution in support of the construction of the Shalom Center's permanent Homeless Shelter; and,

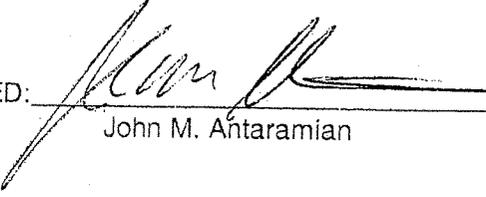
WHEREAS, it is the desire of the Common Council of the City of Kenosha to ensure that such funds are used specifically to defray actual construction costs associated with the Homeless Shelter.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the City of Kenosha supports the effort of the Shalom Center and will contribute an amount up to Two Hundred Fifty Thousand (\$250,000.00) Dollars (as identified in the 2008-2012 CIP) to the construction of the Shalom Center's planned new Homeless Facility, subject to the following terms and conditions:

1. The property upon which the Homeless Shelter is to be constructed must be zoned/rezoned to the IP (Institutional Park) District.
2. The Shalom Center must obtain a Conditional Use Permit (CUP) for the Homeless Facility from the Common Council. The Conditional Use Permit must include a detailed Operating Plan, including, but not limited to how the clientele is to be served, eligibility requirements for receipt of services, and intake and security procedures .
3. The Shalom Center must obtain a Building Permit for the Homeless Shelter from the Department of Neighborhood Services and Inspections.
4. Disbursement of City funds shall be on a reimbursement basis for actual building construction performed. Specified documentation, such as contractor invoices, must be provided by the Shalom Center, as requested by the City.

Adopted this 5th day of December, 2007.

ATTEST:  Deputy City Clerk
Debra L. Salas

APPROVED:  Mayor
John M. Antaramian

Date: December 6, 2007

Drafted By:
PATRICK J. SHEEHAN,
City Attorney

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
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CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Finance Committee
Mayor Keith G. Bosman
Common Council

FROM: Sharon K. Krewson, Real Estate Agent *(SKK)*

DATE: April 27, 2009

SUBJECT: *Contract of Exchange and Two (2) Leases between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc. for Property at 8043 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8*

The above referenced items were deferred at the Finance Committee meeting on April 20, 2009 and therefore, the dates in the contracts will have to be amended.

Please amend the dates for the Contract of Exchange and the Leases for the Conveyance, Transfer and Legal Possession to *on or before May 30, 2009*.

Thank you.

SKK:sks

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	April 9, 2009	Item 3
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Contract of Exchange between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8.

LOCATION/SURROUNDINGS:

Site: 8043 Sheridan Road and 1701 and 1713 62nd Street
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The aldermen of the districts, Alderman Holland and Alderman Marks, have been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

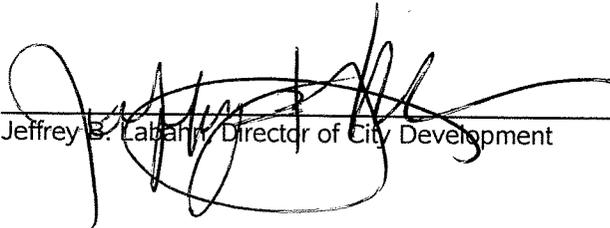
- The Contract of Exchange is for the City property at 8043 Sheridan Road and the Kenosha County Interfaith Human Concerns Network, Inc. property at 1701 and 1713 62nd Street.
- The City agrees to transfer the Sheridan Road property to the Kenosha County Interfaith Human Concerns Network, Inc. and the Kenosha County Interfaith Human Concerns Network, Inc. agrees to transfer the 62nd Street properties to the City.
- The Kenosha County Interfaith Human Concerns Network, Inc. will use the Sheridan Road property for their food pantry to serve City residents. The City will lease back the 62nd Street property to the Kenosha County Interfaith Human Concerns Network, Inc. until their new building is constructed.

RECOMMENDATION:

A recommendation is made to approve the Contract of Exchange as presented.



Sharon Krewson, Real Estate Agent
1CPC/2009/Apr9/fact-contract-shalom



Jeffrey B. Labarra, Director of City Development

**CONTRACT OF EXCHANGE
OF REAL PROPERTY LOCATED AT
8043 SHERIDAN ROAD
FOR REAL PROPERTY LOCATED AT
1701 AND 1713 – 62ND STREET,
KENOSHA, WISCONSIN**

By And Between

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

And

**KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Not-For-Profit Corporation,**

THIS CONTRACT OF EXCHANGE ("Contract") is made by and between **THE CITY OF KENOSHA, WISCONSIN**, (hereinafter referred to as "**CITY**"), a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, and the **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.**, (hereinafter referred to as "**SHALOM CENTER**"), a Wisconsin Not-For-Profit Corporation, duly organized and existing under the laws of the State of Wisconsin. This Contract shall become effective upon approval and execution by the parties. The effective date shall be the date of last execution ("Effective Date").

WITNESSETH:

WHEREAS, CITY presently owns and holds fee simple title to that certain property, more particularly described as 8043 Sheridan Road (hereinafter "the Sheridan Road Property"), located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is illustrated on Exhibit "A", attached hereto and incorporated herein by reference; and,

WHEREAS, SHALOM CENTER presently owns and holds fee simple title to that certain property, more particularly described as 1701 and 1713 – 62nd Street (hereinafter "the 62nd Street Property"), located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is illustrated on Exhibit "B", attached hereto and incorporated herein by reference; and,

WHEREAS, the exchange of the Sheridan Road Property and the 62nd Street Property is beneficial to both parties in order to provide a food pantry to City residents.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, each being represented by legal counsel, and intending to be legally bound hereby, as follows:

1. Exchange. **CITY** hereby agrees to transfer the Sheridan Road Property to **SHALOM CENTER**, and **SHALOM CENTER** hereby agrees to the mutual transfers of Property and conveys the 62nd Street Property to **CITY** for and in consideration of, and upon and subject to, the terms, covenants and conditions hereinafter set forth.

2. Conveyance.

a. CITY Conveys to SHALOM CENTER. At the transfer of the Sheridan Road Property, **CITY** shall convey to **SHALOM CENTER**, good, marketable, and insurable title to the Sheridan Road Property located at 8043 Sheridan Road, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed"), in a customary format by April 30, 2009.

b. SHALOM CENTER Conveys to CITY. At the transfer of the 62nd Street Property, **SHALOM CENTER** shall convey to **CITY**, good, marketable and insurable title to the 62nd Street Property located at 1701 and 1713 – 62nd Street, by delivery of a fully executed and acknowledged Quit Claim Deed ("Deed") in a customary format by April 30, 2009.

3. Title Insurance.

a. CITY To Provide Title Insurance. **CITY** shall provide **SHALOM CENTER** with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to **SHALOM CENTER** a standard ALTA 2009 Owner's Policy of Title Insurance in the amount of Three Hundred Forty Thousand (\$340,000.00) Dollars, insuring good and marketable title to the Property (expressly including all appurtenant easements and other appurtenances thereto).

b. SHALOM CENTER To Provide Title Insurance. **SHALOM CENTER** shall provide **CITY** each other with a Title Insurance Commitment, issued by a title company licensed in Wisconsin ("Title Company"), pursuant to which the Title Company shall agree to issue to **CITY** a standard ALTA 2009 Owner's Policy of Title Insurance in the amount of One Hundred Thirty Thousand (\$130,000.00) Dollars, insuring good and marketable title to the Property (expressly including all appurtenant easements and other appurtenances thereto), subject only to the Permitted Exceptions.

4. Conditions Precedent To Transfer.

a. CITY'S Conditions Precedent. With respect to the Property, each and all of the obligations of the **CITY** to **SHALOM CENTER** hereunder are subject, without limitation, to **CITY'S** satisfaction or waiver in writing of each and all of the following conditions precedent to the Closing of the Property on or before the dates therefor set forth below ("**CITY'S** Conditions Precedent").

(1) Title Insurance Commitment. A Title Insurance Commitment for the 62nd Street Property, at the cost and expense of **SHALOM CENTER**, on or before the thirtieth (30th) day after the Effective Date, in the form required under Section 4 hereof, together with a copy of each document to which reference is made in such commitment, all of which (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments). On or before the thirtieth (30th) day after the Effective Date, **CITY** shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to **CITY**.

(2) Lease Agreement. A fully executed Lease Agreement between the **SHALOM CENTER** and the **CITY**, whereby the **SHALOM CENTER** agrees to lease back to the **CITY**, the storage garage located on the Sheridan Road property.

(3) Waiver of Conditions Precedent. In the event that the **CITY'S** Conditions Precedent set forth above are not satisfied on or before the dates for the respective **CITY'S** Conditions Precedent set forth above and **CITY** does not elect to waive such **CITY'S** Conditions Precedent, **CITY** shall immediately deliver written notice to **SHALOM CENTER** identifying the **CITY'S** Conditions Precedent that have not been satisfied or waived ("Objection Notice").

SHALOM CENTER will then have a period of twenty (20) days from the receipt of such Objection Notice in which **SHALOM CENTER** may cure the problems that prevent the **CITY'S** Conditions Precedent from being satisfied. Upon **SHALOM CENTER'S** cure of such problems to the reasonable satisfaction of **CITY**, such **CITY'S** Conditions Precedent shall be deemed to be satisfied. If no Objection Notice is given during the time period specified above, then the **CITY'S** Conditions Precedent shall be deemed waived.

b. SHALOM CENTER'S Condition Precedent. Each and all of the obligations of **SHALOM CENTER** to **CITY** hereunder are subject, without limitation, to **SHALOM CENTER'S** satisfaction or waiver in writing of each and all of the following Conditions Precedent to the Closing of the Property on or before the dates therefor set forth below ("**SHALOM CENTER'S** Conditions Precedent").

(1) Title Insurance Commitment. A Title Insurance Commitment for the 62nd Street Property, at the cost and expense of **CITY**, on or before the thirtieth (30th) day after the Effective Date, in the form required under Section 4 hereof, together with a copy of each document to which reference is made in such commitment, all of which (including, but not limited to, the terms, covenants, and conditions of any easements appurtenant to the Property and the status of real estate taxes and levies and proposed or pending special assessments). On or before the thirtieth (30th) day after the Effective Date, **SHALOM CENTER** shall, in writing, accept the Title Insurance Commitment or reject the Title Insurance Commitment if not satisfactory to **SHALOM CENTER**.

(2) Lease Agreement. A fully executed Lease Agreement between the **CITY** and the **SHALOM CENTER**, whereby the **CITY** agrees to lease back to the **SHALOM CENTER** the 62nd Street Property located at 1701 and 1713 – 62nd Street.

(3) Waiver of Conditions Precedent. In the event that the **SHALOM CENTER'S** Conditions Precedent set forth above are not satisfied on or before the dates for the respective **SHALOM CENTER'S** Conditions Precedent set forth above and **SHALOM CENTER** does not elect to waive such **SHALOM CENTER'S** Conditions Precedent, **SHALOM CENTER** shall immediately deliver written notice to **CITY** identifying the **SHALOM CENTER'S** Conditions Precedent that have not been satisfied or waived ("Objection Notice"). **CITY** will then have a period of twenty (20) days from the receipt of such Objection Notice in which **CITY** may cure the problems that prevent the **SHALOM CENTER'S** Conditions Precedent from being satisfied. Upon **CITY'S** cure of such problems to the reasonable satisfaction of **SHALOM CENTER**, such **SHALOM CENTER'S** Conditions Precedent shall be deemed to be satisfied. If no Objection Notice is given during the time period specified above, then the **SHALOM CENTER'S** Conditions Precedent shall be deemed waived.

5. Transfer of Property.

a. The 62nd Street Property. The Transfer of the 62nd Street Property from **SHALOM CENTER** to **CITY** shall occur on or before **April 30, 2009**.

b. The Sheridan Road Property. The Transfer of the Sheridan Road Property from **CITY** to **SHALOM CENTER** shall occur on or before **April 30, 2009**.

6. SHALOM CENTER'S Representations and Warranties. **SHALOM CENTER** hereby represents and warrants to **CITY** as follows, each of which representations and warranties shall survive the Transfer on the Property.

a. SHALOM CENTER Matters. **SHALOM CENTER** is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with full right, power, and authority to enter into this Contract and to perform all obligations of **SHALOM CENTER**

hereunder. This Contract, the Deed, and all other documents to be executed and delivered by **SHALOM CENTER** in connection with the transaction contemplated hereby, do and shall constitute the valid and legally binding agreements of **SHALOM CENTER**, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby, nor the compliance by **SHALOM CENTER** with the terms hereof, will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **SHALOM CENTER** is a party, or by which **SHALOM CENTER** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule or regulation. There are no suits filed or claims made, pending or threatened against **SHALOM CENTER** or the Property that in any way jeopardize the ability of **SHALOM CENTER** to perform its obligations hereunder. **SHALOM CENTER** has not filed any petition, nor has any petition been filed against **SHALOM CENTER**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **SHALOM CENTER** or the Property the subject of any such action. **SHALOM CENTER** is not insolvent, nor will it be rendered insolvent, by consummation of the transaction contemplated hereby.

b. Violations. **SHALOM CENTER** agrees to indemnify and hold **CITY** harmless from and against any and all liability, loss, cost, or expense arising in connection with any matter which is not as so represented and warranted, and **CITY** shall not have the duty to accept the Property if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Transfer.

7. CITY'S Representations and Warranties. **CITY** hereby represents and warrants to **SHALOM CENTER** as follows, each of which representations and warranties shall survive the Transfer:

a. CITY Matters. **CITY** is duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, with the full right, power, and authority to enter into this Contract and to perform all obligations of **CITY** hereunder. This Contract and all other documents to be executed and delivered by **CITY** in connection with the transaction contemplated hereby do and shall constitute the valid and legally binding agreements of **CITY**, enforceable in accordance with their respective terms. Neither the consummation of the transaction contemplated hereby nor the compliance by **CITY** with the terms hereof will result in a breach of any term or condition of or constitute a default under the terms of any instrument or agreement to which **CITY** is a party or by which **CITY** may be bound, nor will the same result in any violation of any applicable statute, law, ordinance, judgment, order, rule, or regulation. There are no suits filed or claims made, pending, or threatened against **CITY** that in any way jeopardize the ability of **CITY** to perform its obligations hereunder. **CITY** has not filed any petition, nor has any petition been filed against **CITY**, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, custodian, or trustee or for the arrangement of debts, nor is **CITY** the subject of any such action. **CITY** is not insolvent nor will it be rendered insolvent by consummation of the transaction contemplated hereby.

b. Violations. **CITY** agrees to indemnify and hold **SHALOM CENTER** harmless from and against any and all liability, loss, cost or expense arising in connection with any matter which is not as so represented and warranted, and **SHALOM CENTER** shall not have the duty to accept Property if it has reason to believe that any of such representations and warranties are not true, accurate, and complete on and as of the Transfer.

8. SHALOM CENTER'S Agreements. **SHALOM CENTER** hereby agrees as

follows, each of which agreements shall survive the Transfer.

a. **Satisfaction of Contingencies.** **SHALOM CENTER** shall use reasonable best efforts to satisfy the **SHALOM CENTER'S** Conditions Precedent contained in Section 4.

b. **Closing Documents.** **SHALOM CENTER** shall enter into and deliver to **CITY** at the Transfer of the Property the following documents:

(1) **Deed.** The Quit Claim Deed to the Property as more fully provided in Section 2.

(2) **FIRPTA Affidavit.** An affidavit pursuant to Section 1445 of the Internal Revenue Code certifying that **SHALOM CENTER** is not a foreign person or entity as defined in such Internal Revenue Code section. If **SHALOM CENTER** is a foreign entity, **CITY** may request such amount from the **SHALOM CENTER** as is required by such Internal Revenue Code section.

(3) **Transfer Tax Returns or Similar Forms.** Transfer tax returns or other similar forms as are required by Wisconsin law.

(4) **Affidavits and Other Certifications.** Affidavits and other certifications as may be reasonably requested by **CITY** or the Title Company insuring title to more fully vest title to the Property in **CITY** and to permit the Title Company to issue its title insurance policy free in accordance with Section 3.

(5) **Closing Statement.** Closing Statement setting forth all debits and credits to **CITY** and **SHALOM CENTER** in connection with the Transfer of the Property.

(6) **Form 1099-S.** Form 1099-S which may be submitted to the Internal Revenue Service to report **SHALOM CENTER'S** Transfer of the Property.

(7) **Reconfirmation.** Reconfirmation of its warranties and representations set forth in Section 6.

9. **CITY'S Agreements.** **CITY** hereby agrees as follows, each of which agreements shall survive the Closing:

a. **Satisfaction of Contingencies.** **CITY** shall use reasonable best efforts to satisfy the **CITY'S** Conditions Precedent contained in Section 4.

b. **Closing Documents.** At the Transfer, **CITY** shall deliver the following to **SHALOM CENTER**: Closing Statement setting forth the debits and credits to **CITY** and **SHALOM CENTER** in connection with the Transfer of the Property.

10. **Legal Possession.** Legal possession of the Properties shall be delivered at the Transfer on or before April 30, 2009. Physical occupancy of the Properties shall be delivered pursuant to the terms of Leases incorporated herein as Exhibits "C" and "D".

11. **Indemnification.**

a. **CITY.** **CITY** shall indemnify and hold **SHALOM CENTER** harmless from and against all suits, causes of action, damages, liabilities or other obligations, (together with all costs, expenses and disbursements of any nature incurred by **SHALOM CENTER**), resulting from any warranties and representations made hereunder being false, **CITY** failing to comply with any of its agreements, the negligence of **CITY** or its agents, employees or consultants relating to **CITY'S** due diligence activities or any conditions on Property created by **CITY**.

b. **SHALOM CENTER.** **SHALOM CENTER** shall indemnify and hold **CITY**

harmless from and against all suits, causes of action, damages, liabilities or other obligations (together with all costs, expenses and disbursements of any nature incurred by CITY), resulting from any warranties and representations made hereunder being false or SHALOM CENTER failing to comply with any of its agreements.

12. Notices. All notices and other communications required or permitted hereunder shall be in writing and by personal service, mailed in the United States mail, postage prepaid, certified mail, or overnight courier, addressed to CITY or SHALOM CENTER, as the case may be, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice, which notices shall be deemed to have been given on the date received:

If to CITY, then to:	City Clerk/Treasurer/Assessor, Municipal Building, Room 105, 625 - 52 nd Street, Kenosha, Wisconsin 53140;
with a copy to:	City Attorney, Municipal Building, Room 201, 625 - 52 nd Street, Kenosha, Wisconsin 53140.
If to SHALOM CENTER, then to:	Executive Director and Co-Chairman of the Board, Kenosha County Interfaith Human Concerns Network, 1713 – 62 nd Street, Kenosha, Wisconsin 53143;
with a copy to:	Attorney Thomas P. Aiello 1108 56 th Street Kenosha, Wisconsin 53140

13. Modification. Neither this Contract nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

14. Successors; Assigns. This Contract and all of the terms and conditions hereof, and of the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. SHALOM CENTER may not assign this Contract without the prior written consent of CITY.

15. Headings. The headings of the sections and subsections of this Contract are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

16. Time Is of the Essence. CITY and SHALOM CENTER agree that time is of the essence with respect to all dates set forth in this Contract.

17. Choice of Law and Forum. CITY and SHALOM CENTER agree that Wisconsin law will apply to this Contract and all disputes will be adjudicated in State Circuit

Court in Kenosha County, Wisconsin.

18. Force Majeure. Neither party shall be liable for any failure of performance hereunder (excluding the failure to make payments when due) due to causes beyond its reasonable control and despite its reasonable efforts, including, without limitation, acts of God, fire, flood, strikes, lockouts, civil disturbance, order of any government, court or regulatory body claiming jurisdiction, act of public enemy, war, riot, sabotage, blockage, embargo, or material shortage, tornado or other natural disaster. In the case of the occurrence of an event of force majeure, the dates and schedules specified hereunder shall be suspended until such event can be remedied.

19. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

- a. Exhibit "A" - General Property Description – 8043 Sheridan Road
- b. Exhibit "B" – General Property Description – 1701 and 1712 – 62nd Street.
- c. Exhibit "C" – Lease Agreement – 8043 – Sheridan Road.
- d. Exhibit "D" – Lease Agreement – 1701 and 1713 – 62nd Street.

20. Effective Date. This Contract shall be in effect upon approval and execution by **SHALOM CENTER** and **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

**KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS, NETWORK,
A Wisconsin Not-For-Profit Corporation**

BY: _____
DAN H. MELYON, Executive Director
Date: _____

BY: _____
BRAD WEINSTOCK, Co-Chairman
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009, **DAN H. MELYON, Executive Director**, and **BRAD WEINSTOCK, Co-Chairman**, of the **KENOSHA**

COUNTY INTERFAITH HUMAN CONCERNS NETWORK, a Wisconsin not-for-profit corporation, to me known to be such Executive Director and Co-Chairman of said Wisconsin not-for-profit corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

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

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

BY: _____
KEITH G. BOSMAN, Mayor
Date: _____

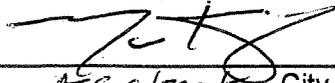
BY: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer/Assessor
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2009,
KEITH G. BOSMAN, Mayor, and MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor of
the **CITY OF KENOSHA, WISCONSIN**, Wisconsin municipal corporation, to me known to be
such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and
acknowledged to me that they executed the foregoing instrument as such officers as the
Agreement of said City, by its authority.

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

APPROVED AS TO FORM:

BY: 
Assistant City Attorney

Date: 4/9/09

Drafted By:
MATTHEW A. KNIGHT,
Assistant City Attorney

CITY OF KENOSHA
General Location Map
8043 Sheridan Road

EXHIBIT A

80th

St.

Rd.

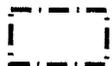
81st St.

Sheridan

12th Av.

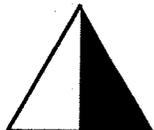
82nd

St.

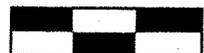


Subject Property: 8043 Sheridan Road

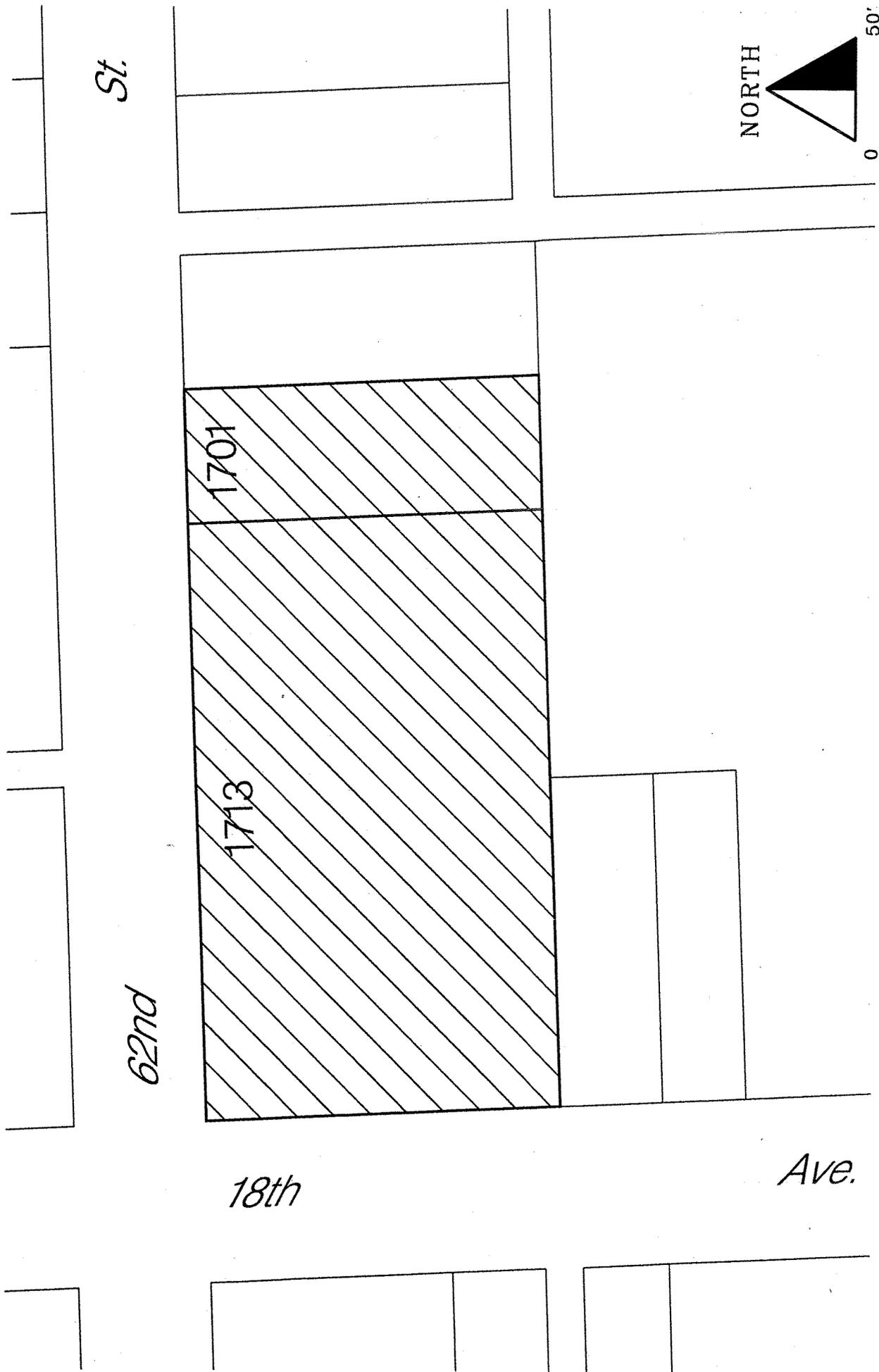
NORTH



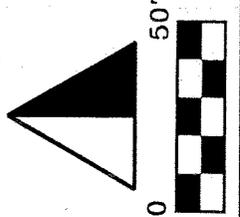
0 150'



CITY OF KENOSHA
General Location Map
1701-13 62nd Street



NORTH



LEASE**By And Between**

**KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,**

And

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

THIS AGREEMENT, Made and entered into by and between the **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.**, a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as "**LESSOR**", and **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 - 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as "**CITY**".

WITNESSETH:

WHEREAS, certain parcels of real estate commonly known as 8043 Sheridan Road, [Parcel No. 06-123-07-42-7065], in the City and County of Kenosha, Wisconsin, ("**PREMISES**"), described in Exhibit "A", attached hereto, is currently owned by **LESSOR**, but is the subject of an Agreement dated _____, between **CITY** and **LESSOR** whereby the ownership of the **PREMISES** will be transferred from **LESSOR** to **CITY**; and,

WHEREAS, the transfer of ownership to **LESSOR** will occur at a closing, which closing by the terms of the Agreement dated _____, will occur on or before **APRIL 30, 2009** (the "**CLOSING**"); and,

WHEREAS, **CITY** desires to Lease from **LESSOR** part of the **PREMISES** for the purpose of using the garage located on site as shown on Exhibit "B", attached hereto; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

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

ARTICLE 1 - PREMISES

1.1 PREMISES. **LESSOR** does hereby lease, let and demise to **CITY** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **LESSOR** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **CITY** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **CITY'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **CITY** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of twenty-five (25) years commencing at such time as **LESSOR** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **CITY** to **LESSOR**.

2.2 OPTION TERMS. **CITY** shall have the option to renew this Lease for an additional twenty-five (25) years upon the same terms and conditions contained in this Lease, provided **CITY** gives **LESSOR** written notice of **CITY'S** intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the

term of this Lease; and provided further that **CITY** is not in default, but is in full compliance with all of the terms and provisions of this Lease at the time of exercise of such option to renew.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **CITY** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **LESSOR**, absent a duly authorized and approved release of this provision by **LESSOR**.

2.4 CITY'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION. Upon termination or expiration of this Lease:

2.4.1 Condition. **CITY** shall deliver possession of the **PREMISES** to **LESSOR** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **LESSOR** shall be entitled to retain all Improvements to **PREMISES** made by **CITY**.

2.4.3 Personal Property. **CITY** may remove its personal property to which title has not passed to **LESSOR**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT

LESSEE shall pay as and for rent the annual sum of One (\$1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. **CITY**, at its own cost and expense, may design and construct Improvements subject to **LESSOR** approving the plans and specifications therefor. No work shall commence until approval from **LESSOR** is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and

federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **CITY** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

4.3.1 Builder's All Risk Insurance, with **LESSOR** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

4.3.2 Liability Insurance protecting **LESSOR** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. **CITY**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **LESSOR**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. In order to void such liens, **CITY** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES**, **CITY** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the **LESSOR** until the lien is discharged. Nothing contained herein shall prohibit **CITY** from financing Improvements subject to a security lien on Improvements. However, **CITY** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **CITY** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **CITY** make any Improvements

without prior **LESSOR** approval, which are not satisfactory to **LESSOR**, then, upon written notice to do so, **CITY** shall remove the same, or if agreed upon by **LESSOR**, cause the same to be changed, modified or reconstructed to the satisfaction of **LESSOR**. In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **CITY** fail to comply with such notice within sixty (60) days of receipt thereof, or should **CITY** commence to comply therewith and fail to pursue such work diligently to completion, **LESSOR** may effect the removal, change, modification or reconstruction thereof, and **CITY** shall pay the cost thereof to **LESSOR**, upon written demand.

4.7 RISK OF LOSS. **CITY** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **CITY**, and the risk of loss or damage to all property of **LESSOR** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSOR** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of **LESSOR** without cost or expense to **LESSOR**.

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. **CITY** shall require its contractors who construct Improvements to indemnify and hold harmless **LESSOR**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **CITY** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of **LESSOR**, or any of their officers or employees.

4.9 INSPECTION. **LESSOR** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable

times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST LESSOR. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **LESSOR**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between **LESSOR** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **LESSOR** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 CITY'S RESPONSIBILITIES. CITY shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES**, including all Improvements and capital repairs therein, whether preexisting or placed thereon by **CITY**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **LESSOR**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY CITY. In the event **CITY** fails to exercise reasonable care for

the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **CITY**, upon commencement thereof, fails to diligently continue to complete any such work, **LESSOR** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **LESSOR** by **CITY**, on demand. Furthermore, should **LESSOR** undertake any work hereunder, **CITY** waives any claims for damages, consequential or otherwise, against **LESSOR** as a result therefrom, except claims for damages arising from the **LESSOR'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **CITY** as set forth in this Lease and shall not impose or be construed to impose upon **LESSOR** any obligations to care for, maintain or repair **PREMISES** or Improvements.

ARTICLE 6 - ACCESS TO PREMISES

CITY agrees to and shall permit **LESSOR**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, **CITY** shall be provided with reasonable, advance notice of an inspection if **CITY** is available to receive such notice.

ARTICLE 7 - INGRESS/EGRESS/DRIVEWAY EASEMENT

LESSOR hereby grant **CITY** a nonexclusive common driveway Access Easement to provide unobstructed vehicular and pedestrian ingress and egress to **PREMISES** for the term of Lease Agreement. **LESSOR** shall maintain the common driveway and keep it

open and unobstructed at all times. Snow removal shall be completed within twenty-four (24) hours of the day following a snowfall.

ARTICLE 8 - REGULATORY SIGNS

LESSOR, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no condition shall said signs be attached to any building or structure of **LESSOR**, without **LESSOR'S** advance, written permission. **CITY** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **LESSOR**.

ARTICLE 9 - UTILITIES

CITY shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees that may service the garage. **CITY** requires that all new utility pipes, wires and conduits to be underground. **CITY** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to and within the **PREMISES**. **LESSOR** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 10 - USE OF PREMISES

10.1 USE OF PREMISES. **CITY** shall have the exclusive use of **PREMISES** for use as a storage garage for the **CITY** Housing Program and other purposes consistent with such use, and for no other purpose. **CITY** may permit other public, not-for-profit, for-profit entities, and individuals to use **PREMISES** for such purposes under a rental agreement, or license or permit arrangement. **CITY** and other users may charge reasonable attendance fees at events.

10.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in

this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **CITY**, shall constitute a material breach of this Lease.

ARTICLE 11 - ASSIGNMENT/SUBLEASE

No assignment or sublease, (other as set forth in Section 9.1 above), is permitted. Such an assignment or sublease shall render this Lease null and void.

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. **CITY** agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

12.2 LICENSES, CERTIFICATES AND PERMITS. **LESSEE** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **LESSOR**, having jurisdiction over **PREMISES**, as improved, or over **LESSEE'S** operations at **PREMISES**.

12.3 TAXES AND FEES. **CITY** shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, or **CITY'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 13 - QUIET ENJOYMENT

LESSOR covenants and agrees, so long as **CITY** shall duly and punctually perform and observe all the terms and conditions hereof, that **CITY** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **LESSOR** to inspect **PREMISES**, and exercise other rights provided and reserved to it herein.

ARTICLE 14 - NATURAL DISASTER

CITY'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to **PREMISES** or Improvements resulting from any natural disaster

ARTICLE 15 - INTERRUPTION IN USE OR ENJOYMENT

LESSOR shall not be liable to **CITY** for money damages arising out of any interruption in **CITY'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by **LESSOR'S** employee or agent performing a duty or task for the **LESSOR**, and, in that event, **LESSOR** shall be liable only for the costs of repair or reconstruction.

ARTICLE 16 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **LESSOR**, its employees, agents, subcontractors, or principals, **CITY** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless **LESSOR**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **CITY**, its officers, employees, or representatives, or resulting from **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **LESSOR**, or any of their officers or employees in which case **LESSOR** will

indemnify and hold harmless **CITY** and its officers, and employees. Upon the filing with **LESSOR** of a claim for damages arising out of any incident(s) which **CITY** herein agrees to indemnify and hold **LESSOR** and others harmless, **LESSOR** shall notify **CITY** of such claim, and in the event that **CITY** does not settle or compromise such claim, then the **CITY** shall undertake the legal defense of such claim both on behalf of **LESSOR** and **CITY**. It is specifically agreed, however, that **LESSOR**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **LESSOR**, or their officers or employees for any cause for which **CITY** is liable hereunder, shall be conclusive against **CITY** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

ARTICLE 17 - BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 18 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 19 - INSURANCE

CITY shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **CITY**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **LESSOR** as "additional insured", and proof of payment of premium to the **LESSOR** or its designated agent

for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the LESSOR or its designated agent will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, LESSOR may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the LESSOR or its designated agent throughout the Term of this Lease. LESSOR reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to CITY, whenever minimum standards of the LESSOR for all insurance policies comparable to those covering CITY'S operations hereunder are enacted which adopt or increase the minimum insurance requirements, and CITY shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should CITY fail to furnish, deliver and maintain such insurance coverage as above provided, LESSOR may obtain such insurance coverage and charge CITY as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of CITY to take out and/or maintain the required insurance shall not relieve CITY from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of CITY in ARTICLE 16 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

■ General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:

PREMISES;
Contractual; and,
Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

CITY agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

LESSOR, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **LESSOR**, be necessary or advisable, provided, however, that in the exercise of such right, **LESSOR** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **CITY**. Should **LESSOR**, in the exercise of such right, damage **PREMISES**, **LESSOR** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **LESSOR** shall not impose or be construed to impose upon **LESSOR** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22- FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin Statutes, **CITY** shall have sixty (60) days following its receipt of a written notice from **LESSOR** describing any breach to cure said breach. **CITY'S** failure to cure a breach shall be a basis for **LESSOR** to terminate this Lease.

ARTICLE 23 - INSURANCE OF IMPROVEMENTS

CITY, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **CITY** on **PREMISES**, to the

extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the **LESSOR** and have a deductible amount not to exceed Twenty-five Thousand (\$25,000.00) Dollars per occurrence.

CITY shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **CITY** fails to maintain such insurance, **LESSOR**, at its option, may take out such insurance and charge the cost thereof to **CITY**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **CITY** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **LESSOR**, or not to reconstruct the Improvement. **CITY** shall notify **LESSOR** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES**, **LESSOR** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by **CITY** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **CITY** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **CITY** shall not elect to repair, replace or rebuild the damaged Improvements, **CITY** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of

such debris removal and restoration, this Lease shall terminate, and **CITY'S** and **LESSOR'S** unaccrued obligations hereunder shall cease. If **CITY** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **CITY** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **LESSOR** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **CITY**, and this Lease shall be deemed terminated.

CITY, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 24 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 25 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSOR** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 26 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 27 - APPROVALS

LESSOR and **CITY** approvals required hereunder shall not be unduly delayed or

unreasonably withheld.

ARTICLE 28 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **LESSOR** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSOR** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 29 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

ARTICLE 30 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

ARTICLE 31 - AUTHORITY

CITY enters into this Lease by authorization of action taken by the Common Council on the ____ day of _____, 2009.

LESSOR enters into this Lease by authorization of action taken by its Board of Directors on the ____ day of _____, 2009, and represents to **CITY** that all acts which are a condition precedent to its entering into this Lease have timely taken place, and that **LESSOR**, under State laws, is able to comply with the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease on the dates below given.

**KENOSHA COUNTY INTERFAITH
HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation**

BY: _____
DAN H. MELYON, Executive Director
Date: _____

BY: _____
BRAD WEINSTOCK, Co-Chairman
Date: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2009, **DAN H. MELYON, Executive Director** and **BRAD WEINSTOCK, Co-Chairman of the Board of Directors**, of **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.**, a Wisconsin nonprofit corporation, to me known to be such Executive Director and Co-Chair of said Board of Directors, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said nonprofit corporation, by its authority.

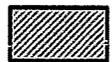
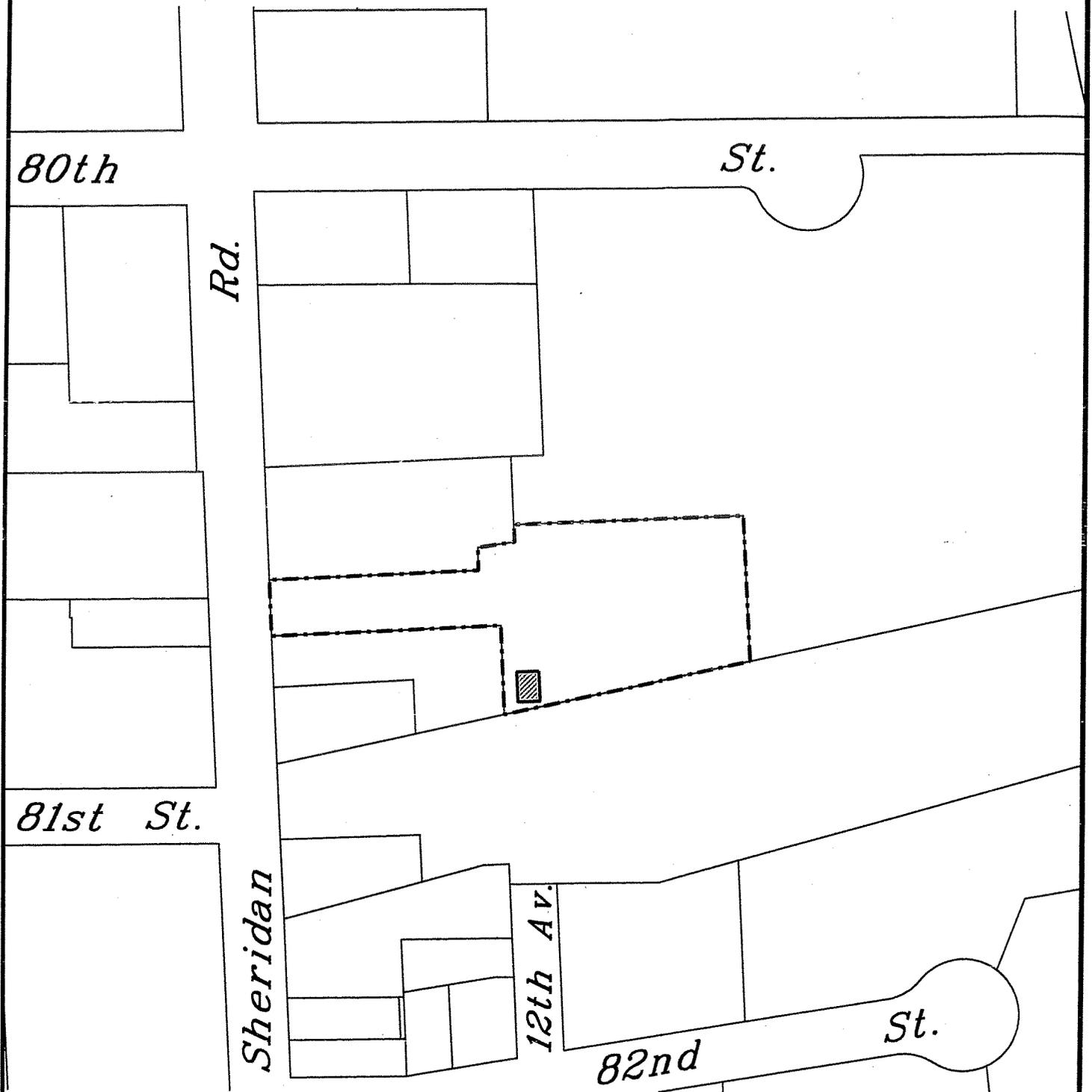
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

**8043 SHERIDAN ROAD
LEGAL DESCRIPTION**

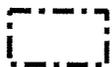
Part of the Southeast Quarter of Section 7, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence $S2^{\circ}1'40''E$ along and upon the west line of said quarter section a distance of 448.5 feet to the Point of the Beginning; thence $N87^{\circ}58'20''E$ at a right angle to said west line, 225.0 feet; thence $N2^{\circ}1'40''W$ parallel to said west line, 24.34 feet; thence $N81^{\circ}47'50''E$, 40.21 feet; thence $N2^{\circ}1'40''W$ parallel to said west line, 17.83 feet; thence $N87^{\circ}58'20''E$ at a right angle to said west line, 249.1 feet; thence $S2^{\circ}1'40''E$ parallel to said west line, 154.93 feet; thence $S78^{\circ}13'4''W$, 271.0 feet; thence $N2^{\circ}1'40''W$ parallel to said west line, 95.57 feet; thence $S87^{\circ}41'30''W$, 247.0 feet to the west line of said quarter section; thence $N2^{\circ}1'40''W$ along and upon said west line 60 feet to the Point of the Beginning; containing 1.433 Acres of land, more or less.

The above described being land shown as "PARCEL ONE" on a May 5, 1995, PLAT OF SURVEY – LOT LINE ADJUSTMENT by Wisconsin Registered Land Surveyor Kenneth L. Kanyuh and filed with the Kenosha County Land Information Office.

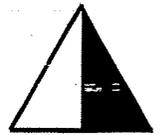


Lease Area



Subject Property

NORTH



0 150'



LEASE**By And Between****THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,****And****KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,
1713 – 62nd Street,
Kenosha, Wisconsin 53143**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as "**CITY**", and **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.**, a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, certain parcels of real estate commonly known as 1701 – 62nd Street and 1713 – 62nd Street, in the City and County of Kenosha, Wisconsin, ("**PREMISES**"), described in Exhibit "A", attached hereto, is currently owned by **LESSEE** but is the subject of an Agreement dated _____, 2009 between **CITY** and **LESSEE** whereby the ownership of the **PREMISES** will be transferred from **LESSEE** to **CITY**; and,

WHEREAS, the transfer of ownership to **CITY** will occur at a closing, which closing by the terms of the Agreement dated _____, 2009 will occur on or before **APRIL 30, 2009** (the "**CLOSING**"); and,

WHEREAS, **LESSEE** desires to Lease from **CITY** the **PREMISES** for the purpose of housing the Shalom Center and Programs and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

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

ARTICLE 1 - PREMISES

1.1 PREMISES. **CITY** does hereby lease, let and demise to **LESSEE** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **CITY** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **LESSEE** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **LESSEE'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **LESSEE** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of seven (7) years commencing at such time as **CITY** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **LESSEE** to **CITY**.

2.2 OPTION TERMS. **LESSEE** shall have the option to renew this Lease for three (3) additional one year terms upon the same terms and conditions contained in this Lease, provided **LESSEE** gives **CITY** written notice of **LESSEE'S** intention to exercise each option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of

the prior term of this Lease; and provided further that **LESSEE** is not in default, but is in full compliance with all of the terms and provisions of this Lease at the time of exercise of such option to renew.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **CITY**, absent a duly authorized and approved release of this provision by **CITY**.

2.4 LESSEE'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION.

Upon termination or expiration of this Lease:

2.4.1 Condition. **LESSEE** shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **LESSEE**.

2.4.3 Personal Property. **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT

LESSEE shall pay as and for rent the annual sum of One (\$1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. **LESSEE**, at its own

cost and expense, may design and construct Improvements subject to **CITY** approving the plans and specifications therefor. No work shall commence until approval is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **LESSEE** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

a. Builder's All Risk Insurance, with **CITY** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting **LESSEE** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. **LESSEE**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. In order to void such liens, **LESSEE** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES**, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing

Improvements subject to a security lien on Improvements. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **LESSEE** make any Improvements without prior **CITY** approval, which are not satisfactory to **CITY**, then, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of **CITY**. In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, **CITY** may effect the removal, change, modification or reconstruction thereof, and **LESSEE** shall pay the cost thereof to **CITY**, upon written demand.

4.7 RISK OF LOSS. **LESSEE** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **LESSEE**, and the risk of loss or damage to all property of **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of **CITY** without cost or expense to **CITY**.

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. **LESSEE** shall require its contractors who construct Improvements to indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **LESSEE** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of

CITY, or any of their officers or employees.

4.9 INSPECTION. **CITY** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **CITY** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

**ARTICLE 5 -
CARE, MAINTENANCE AND REPAIR OF PREMISES**

5.1 LESSEE'S RESPONSIBILITIES. **LESSEE** shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES**, including all Improvements and capital repairs therein, mechanicals and boiler heating system, whether preexisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **CITY**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Be responsible for grass cutting and snow removal from the **PREMISES**.

5.1.4 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY LESSEE. In the event **LESSEE** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **LESSEE**, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **CITY** by **LESSEE**, on demand. Furthermore, should **CITY** undertake any work hereunder, **LESSEE** waives any claims for damages, consequential or otherwise, against **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon **CITY** any obligations to care for, maintain or repair **PREMISES** or Improvements.

ARTICLE 6 - ACCESS TO PREMISES

LESSEE agrees to and shall permit **CITY**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In non-emergency situations,

LESSEE shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

ARTICLE 7 - REGULATORY SIGNS

LESSEE, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no conditions shall said signs be attached to any building or structure of **LESSEE**, without **LESSEE'S** advance, written permission. **LESSEE** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **CITY**.

ARTICLE 8 - UTILITIES

LESSEE shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees. **CITY** requires that all new utility pipes, wires and conduits to be underground. **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to and within the **PREMISES**. **CITY** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 9 - USE OF PREMISES

9.1 USE OF PREMISES. **LESSEE** shall have the exclusive use of **PREMISES** for use as a Shalom Center Program and other purposes consistent with such use, and for no other purpose.

9.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **LESSEE**, shall constitute a material breach of this Lease.

ARTICLE 10 - ASSIGNMENT/SUBLEASE

No assignment or sublease is permitted. Such an assignment or sublease shall

render this Lease null and void.

ARTICLE 11 - GOVERNMENTAL REQUIREMENTS

11.1 LAWS, RULES, REGULATIONS AND ORDERS. LESSEE agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

11.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including CITY, having jurisdiction over PREMISES, as improved, or over LESSEE'S operations at PREMISES.

11.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on PREMISES, as improved, or LESSEE'S operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 12 - QUIET ENJOYMENT

CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.

ARTICLE 13 - NATURAL DISASTER

LESSEE'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to PREMISES or Improvements resulting from any natural disaster. CITY shall have no obligation to repair, maintain or replace PREMISES or

Improvements resulting from any natural disaster.

ARTICLE 14 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **LESSEE** for money damages arising out of any interruption in **LESSEE'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction.

ARTICLE 15 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **CITY**, its employees, agents, subcontractors, or principals, **LESSEE** does hereby agree that it will, at all times, during the **TERM** and **OPTION TERMS** of this Lease, indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **LESSEE**, its officers, employees, or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of their officers or employees in which case **CITY** will indemnify and hold harmless **LESSEE** and its officers, and employees. Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **LESSEE** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **LESSEE** of such claim, and in the event that **LESSEE** does not settle or compromise such claim, then the

LESSEE shall undertake the legal defense of such claim both on behalf of **LESSEE** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or their officers or employees for any cause for which **LESSEE** is liable hereunder, shall be conclusive against **LESSEE** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

ARTICLE 16 - SANITATION

LESSEE will provide adequate and appropriate containers, including dumpsters, as desired by **LESSEE**, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The placing or storing of boxes, cartons, drums, tires, cans, parts or other similar items on or about **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited. **LESSEE** is responsible for, at its expense, contracting for domestic garbage pickup and disposal services.

ARTICLE 17 - BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 18 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 19 - INSURANCE

LESSEE shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or

companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance coverage and charge **LESSEE** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **LESSEE** in ARTICLE 15 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

- General Liability Insurance with a minimum limit of Three Million (\$3,000,000.00) Dollars per occurrence having the following coverages:

PREMISES;
Contractual; and,
Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

LESSEE agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **CITY**, be necessary or advisable, provided, however, that in the exercise of such right, **CITY** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **LESSEE**. Should **CITY**, in the exercise of such right, damage **PREMISES**, **CITY** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22 - TAXES

LESSEE, to the extent not exempt under State law or City Ordinances, shall promptly pay all taxes due and owing, including those on personal property and all special assessments, as may be levied by **CITY** or any other governmental unit.

ARTICLE 23 - FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin

Statutes, **LESSEE** shall have sixty (60) days following its receipt of a written notice from **CITY** describing any breach to cure said breach. **LESSEE'S** failure to cure a breach shall be a basis for **CITY** to terminate this Lease.

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **LESSEE** on **PREMISES**, to the extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the City Clerk/Treasurer and have a deductible amount not to exceed Twenty-five Thousand (\$25,000.00) Dollars per occurrence.

LESSEE shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **LESSEE** fails to maintain such insurance, **CITY**, at its option, may take out such insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **LESSEE** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **CITY**, or not to reconstruct the Improvement. **LESSEE** shall notify **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES**, **CITY** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures,

equipment or other personal property installed by **LESSEE** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged Improvements, **LESSEE** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **CITY'S** unaccrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **CITY** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **LESSEE**, and this Lease shall be deemed terminated.

LESSEE, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 25 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 26 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs,

only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 27 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 28 - APPROVALS

CITY approvals required hereunder shall not be unduly delayed or unreasonably withheld.

ARTICLE 29 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSEE** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 30 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

**1701 62ND STREET AND 1713 62ND STREET
LEGAL DESCRIPTION**

Part of the Northwest Quarter of Section 6, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Lots 2, 3, 4, 5 and 6 of Bond's Subdivision, a subdivision of record and on file in the Kenosha County Land Registry; containing 0.781 Acres of land, more or less.

1CPC/2009/Apr9/legal-1701-1713 62s
By: MC/DCD
04/01/09

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



715
26
cc
CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Finance Committee
Mayor Keith G. Bosman
Common Council

FROM: Sharon K. Krewson, Real Estate Agent 

DATE: April 27, 2009

SUBJECT: *Contract of Exchange and Two (2) Leases between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc. for Property at 8043 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8*

The above referenced items were deferred at the Finance Committee meeting on April 20, 2009 and therefore, the dates in the contracts will have to be amended.

Please amend the dates for the Contract of Exchange and the Leases for the Conveyance, Transfer and Legal Possession to *on or before May 30, 2009*.

Thank you.

SKK:sks

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	April 9, 2009	Item 5
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Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for property at 8043 Sheridan Road, District #3.

LOCATION/SURROUNDINGS:

Site: 8043 Sheridan Road
Zoned: IP Institutional Park

NOTIFICATIONS/PROCEDURES:

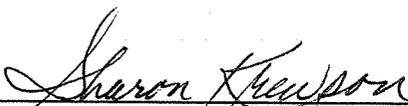
The alderman of the district Alderman Holland, have been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- The Lease Agreement contains information regarding leasing the garage at 8043 Sheridan Road to the City of Kenosha for \$1.00 annually.
- The garage was constructed by the City to house materials used in our Home Construction Program by the Carpenters CHIP Program.
-
- The Lease is for a term up to twenty-five (25) years with a renewable twenty-five (25) year term.
- Care, maintenance and repair of the building will be the responsibility of the City of Kenosha.

RECOMMENDATION:

A recommendation is made to approve the Lease Agreement for the property at 8043 Sheridan Road.



Sharon Krewson, Real Estate Agent
1CPC/2009/Apr9/fact-lease-8043


Jeffrey B. Labahr, Director of City Development

LEASE

By And Between

**KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,**

And

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

THIS AGREEMENT, Made and entered into by and between the **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.**, a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as "**LESSOR**", and **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 - 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as "**CITY**".

WITNESSETH:

WHEREAS, certain parcels of real estate commonly known as 8043 Sheridan Road, [Parcel No. 06-123-07-42-7065], in the City and County of Kenosha, Wisconsin, ("**PREMISES**"), described in Exhibit "A", attached hereto, is currently owned by **LESSOR**, but is the subject of an Agreement dated _____, between **CITY** and **LESSOR** whereby the ownership of the **PREMISES** will be transferred from **LESSOR** to **CITY**; and,

WHEREAS, the transfer of ownership to **LESSOR** will occur at a closing, which closing by the terms of the Agreement dated _____, will occur on or before APRIL 30, 2009 (the "**CLOSING**"); and,

WHEREAS, **CITY** desires to Lease from **LESSOR** part of the **PREMISES** for the purpose of using the garage located on site as shown on Exhibit "B", attached hereto; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

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

ARTICLE 1 - PREMISES

1.1 PREMISES. **LESSOR** does hereby lease, let and demise to **CITY** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **LESSOR** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **CITY** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **CITY'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **CITY** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of twenty-five (25) years commencing at such time as **LESSOR** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **CITY** to **LESSOR**.

2.2 OPTION TERMS. **CITY** shall have the option to renew this Lease for an additional twenty-five (25) years upon the same terms and conditions contained in this Lease, provided **CITY** gives **LESSOR** written notice of **CITY'S** intention to exercise said option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of the

term of this Lease; and provided further that **CITY** is not in default, but is in full compliance with all of the terms and provisions of this Lease at the time of exercise of such option to renew.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **CITY** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **LESSOR**, absent a duly authorized and approved release of this provision by **LESSOR**.

2.4 CITY'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION. Upon termination or expiration of this Lease:

2.4.1 Condition. **CITY** shall deliver possession of the **PREMISES** to **LESSOR** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **LESSOR** shall be entitled to retain all Improvements to **PREMISES** made by **CITY**.

2.4.3 Personal Property. **CITY** may remove its personal property to which title has not passed to **LESSOR**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT

LESSEE shall pay as and for rent the annual sum of One (\$1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. **CITY**, at its own cost and expense, may design and construct Improvements subject to **LESSOR** approving the plans and specifications therefor. No work shall commence until approval from **LESSOR** is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and

federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **CITY** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

4.3.1 Builder's All Risk Insurance, with **LESSOR** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

4.3.2 Liability Insurance protecting **LESSOR** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. **CITY**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **LESSOR**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. In order to void such liens, **CITY** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES**, **CITY** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the **LESSOR** until the lien is discharged. Nothing contained herein shall prohibit **CITY** from financing Improvements subject to a security lien on Improvements. However, **CITY** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **CITY** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **CITY** make any Improvements

without prior **LESSOR** approval, which are not satisfactory to **LESSOR**, then, upon written notice to do so, **CITY** shall remove the same, or if agreed upon by **LESSOR**, cause the same to be changed, modified or reconstructed to the satisfaction of **LESSOR**. In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **CITY** fail to comply with such notice within sixty (60) days of receipt thereof, or should **CITY** commence to comply therewith and fail to pursue such work diligently to completion, **LESSOR** may effect the removal, change, modification or reconstruction thereof, and **CITY** shall pay the cost thereof to **LESSOR**, upon written demand.

4.7 RISK OF LOSS. **CITY** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **CITY**, and the risk of loss or damage to all property of **LESSOR** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSOR** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of **LESSOR** without cost or expense to **LESSOR**.

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. **CITY** shall require its contractors who construct Improvements to indemnify and hold harmless **LESSOR**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **CITY** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of **LESSOR**, or any of their officers or employees.

4.9 INSPECTION. **LESSOR** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable

times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST LESSOR. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **LESSOR**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between **LESSOR** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **LESSOR** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 CITY'S RESPONSIBILITIES. CITY shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES**, including all Improvements and capital repairs therein, whether preexisting or placed thereon by **CITY**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **LESSOR**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY CITY. In the event **CITY** fails to exercise reasonable care for

the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **CITY**, upon commencement thereof, fails to diligently continue to complete any such work, **LESSOR** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **LESSOR** by **CITY**, on demand. Furthermore, should **LESSOR** undertake any work hereunder, **CITY** waives any claims for damages, consequential or otherwise, against **LESSOR** as a result therefrom, except claims for damages arising from the **LESSOR'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **CITY** as set forth in this Lease and shall not impose or be construed to impose upon **LESSOR** any obligations to care for, maintain or repair **PREMISES** or Improvements.

ARTICLE 6 - ACCESS TO PREMISES

CITY agrees to and shall permit **LESSOR**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, **CITY** shall be provided with reasonable, advance notice of an inspection if **CITY** is available to receive such notice.

ARTICLE 7 - INGRESS/EGRESS/DRIVEWAY EASEMENT

LESSOR hereby grant **CITY** a nonexclusive common driveway Access Easement to provide unobstructed vehicular and pedestrian ingress and egress to **PREMISES** for the term of Lease Agreement. **LESSOR** shall maintain the common driveway and keep it

open and unobstructed at all times. Snow removal shall be completed within twenty-four (24) hours of the day following a snowfall.

ARTICLE 8 - REGULATORY SIGNS

LESSOR, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no condition shall said signs be attached to any building or structure of **LESSOR**, without **LESSOR'S** advance, written permission. **CITY** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **LESSOR**.

ARTICLE 9 - UTILITIES

CITY shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees that may service the garage. **CITY** requires that all new utility pipes, wires and conduits to be underground. **CITY** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to and within the **PREMISES**. **LESSOR** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 10 - USE OF PREMISES

10.1 USE OF PREMISES. **CITY** shall have the exclusive use of **PREMISES** for use as a storage garage for the **CITY** Housing Program and other purposes consistent with such use, and for no other purpose. **CITY** may permit other public, not-for-profit, for-profit entities, and individuals to use **PREMISES** for such purposes under a rental agreement, or license or permit arrangement. **CITY** and other users may charge reasonable attendance fees at events.

10.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in

this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **CITY**, shall constitute a material breach of this Lease.

ARTICLE 11 - ASSIGNMENT/SUBLEASE

No assignment or sublease, (other as set forth in Section 9.1 above), is permitted. Such an assignment or sublease shall render this Lease null and void.

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. **CITY** agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

12.2 LICENSES, CERTIFICATES AND PERMITS. **LESSEE** shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including **LESSOR**, having jurisdiction over **PREMISES**, as improved, or over **LESSEE'S** operations at **PREMISES**.

12.3 TAXES AND FEES. **CITY** shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on **PREMISES**, as improved, or **CITY'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 13 - QUIET ENJOYMENT

LESSOR covenants and agrees, so long as **CITY** shall duly and punctually perform and observe all the terms and conditions hereof, that **CITY** shall peaceably and quietly have, hold and enjoy **PREMISES**, subject to the right of **LESSOR** to inspect **PREMISES**, and exercise other rights provided and reserved to it herein.

ARTICLE 14 - NATURAL DISASTER

CITY'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to **PREMISES** or Improvements resulting from any natural disaster

ARTICLE 15 - INTERRUPTION IN USE OR ENJOYMENT

LESSOR shall not be liable to **CITY** for money damages arising out of any interruption in **CITY'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by **LESSOR'S** employee or agent performing a duty or task for the **LESSOR**, and, in that event, **LESSOR** shall be liable only for the costs of repair or reconstruction.

ARTICLE 16 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **LESSOR**, its employees, agents, subcontractors, or principals, **CITY** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless **LESSOR**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **CITY**, its officers, employees, or representatives, or resulting from **CITY'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **LESSOR**, or any of their officers or employees in which case **LESSOR** will

indemnify and hold harmless **CITY** and its officers, and employees. Upon the filing with **LESSOR** of a claim for damages arising out of any incident(s) which **CITY** herein agrees to indemnify and hold **LESSOR** and others harmless, **LESSOR** shall notify **CITY** of such claim, and in the event that **CITY** does not settle or compromise such claim, then the **CITY** shall undertake the legal defense of such claim both on behalf of **LESSOR** and **CITY**. It is specifically agreed, however, that **LESSOR**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **LESSOR**, or their officers or employees for any cause for which **CITY** is liable hereunder, shall be conclusive against **CITY** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

ARTICLE 17 - BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 18 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 19 - INSURANCE

CITY shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **CITY**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **LESSOR** as "additional insured", and proof of payment of premium to the **LESSOR** or its designated agent

for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **LESSOR** or its designated agent will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, **LESSOR** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the **LESSOR** or its designated agent throughout the Term of this Lease. **LESSOR** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **CITY**, whenever minimum standards of the **LESSOR** for all insurance policies comparable to those covering **CITY'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **CITY** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **CITY** fail to furnish, deliver and maintain such insurance coverage as above provided, **LESSOR** may obtain such insurance coverage and charge **CITY** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **CITY** to take out and/or maintain the required insurance shall not relieve **CITY** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **CITY** in ARTICLE 16 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

■ General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverages:

PREMISES;
Contractual; and,
Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

CITY agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

LESSOR, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **LESSOR**, be necessary or advisable, provided, however, that in the exercise of such right, **LESSOR** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **CITY**. Should **LESSOR**, in the exercise of such right, damage **PREMISES**, **LESSOR** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **LESSOR** shall not impose or be construed to impose upon **LESSOR** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22- FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin Statutes, **CITY** shall have sixty (60) days following its receipt of a written notice from **LESSOR** describing any breach to cure said breach. **CITY'S** failure to cure a breach shall be a basis for **LESSOR** to terminate this Lease.

ARTICLE 23 - INSURANCE OF IMPROVEMENTS

CITY, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **CITY** on **PREMISES**, to the

extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the **LESSOR** and have a deductible amount not to exceed Twenty-five Thousand (\$25,000.00) Dollars per occurrence.

CITY shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **CITY** fails to maintain such insurance, **LESSOR**, at its option, may take out such insurance and charge the cost thereof to **CITY**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **CITY** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **LESSOR**, or not to reconstruct the Improvement. **CITY** shall notify **LESSOR** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES**, **LESSOR** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by **CITY** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **CITY** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **CITY** shall not elect to repair, replace or rebuild the damaged Improvements, **CITY** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of

such debris removal and restoration, this Lease shall terminate, and **CITY'S** and **LESSOR'S** unaccrued obligations hereunder shall cease. If **CITY** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **CITY** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **LESSOR** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **CITY**, and this Lease shall be deemed terminated.

CITY, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 24 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 25 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSOR** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 26 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 27 - APPROVALS

LESSOR and **CITY** approvals required hereunder shall not be unduly delayed or

unreasonably withheld.

ARTICLE 28 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **LESSOR** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSOR** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 29 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

ARTICLE 30 – AGREEMENT NEGOTIATED AND DRAFTED BY ALL PARTIES

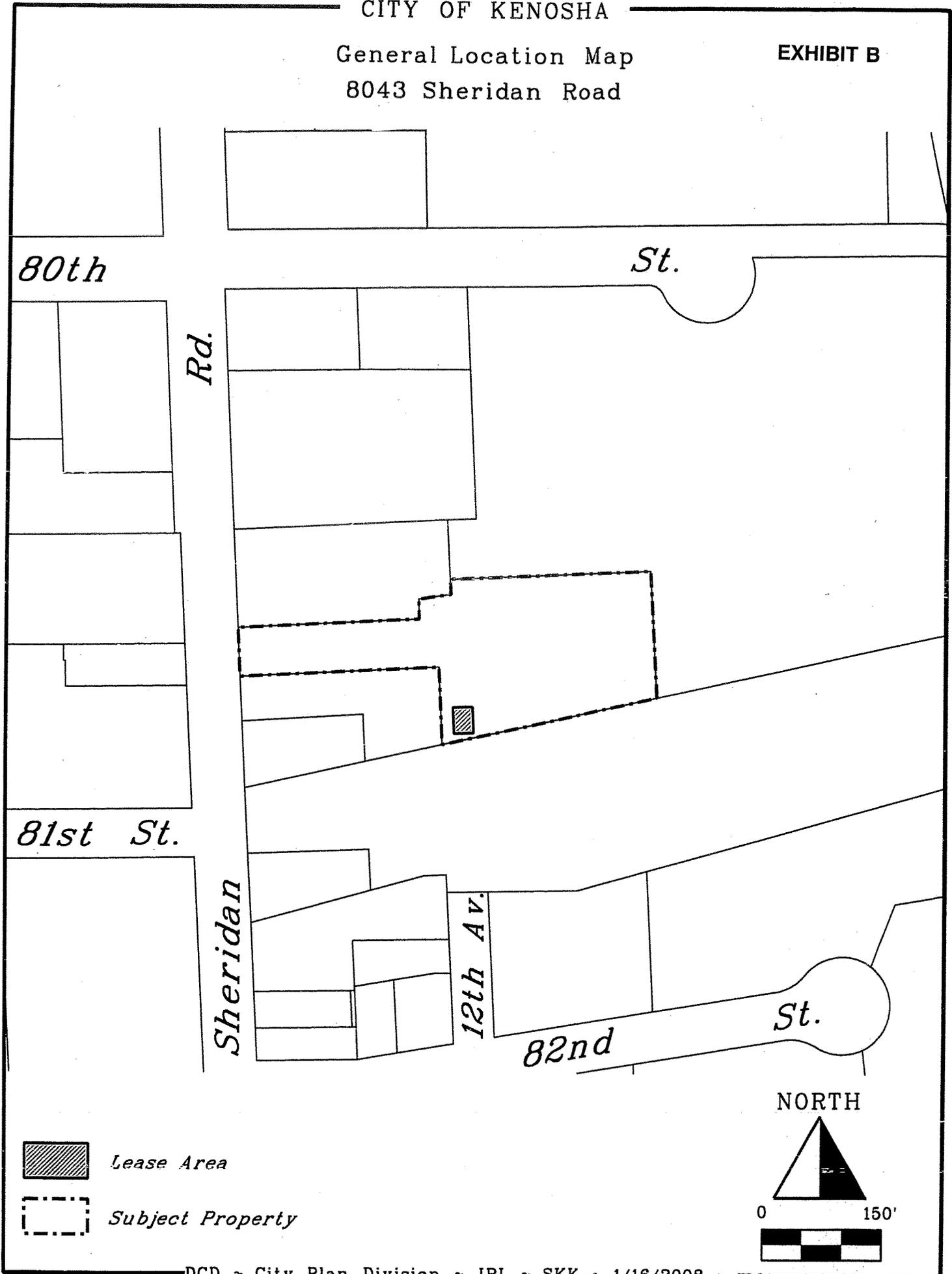
This Lease has been the subject of mutual negotiations between the parties and their respective counsel. This Lease has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Lease.

**8043 SHERIDAN ROAD
LEGAL DESCRIPTION**

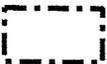
Part of the Southeast Quarter of Section 7, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Commencing at the northwest corner of said quarter section; thence $S2^{\circ}1'40''E$ along and upon the west line of said quarter section a distance of 448.5 feet to the Point of the Beginning: thence $N87^{\circ}58'20''E$ at a right angle to said west line, 225.0 feet; thence $N2^{\circ}1'40''W$ parallel to said west line, 24.34 feet; thence $N81^{\circ}47'50''E$, 40.21 feet; thence $N2^{\circ}1'40''W$ parallel to said west line, 17.83 feet; thence $N87^{\circ}58'20''E$ at a right angle to said west line, 249.1 feet; thence $S2^{\circ}1'40''E$ parallel to said west line, 154.93 feet; thence $S78^{\circ}13'4''W$, 271.0 feet; thence $N2^{\circ}1'40''W$ parallel to said west line, 95.57 feet; thence $S87^{\circ}41'30''W$, 247.0 feet to the west line of said quarter section; thence $N2^{\circ}1'40''W$ along and upon said west line 60 feet to the Point of the Beginning; containing 1.433 Acres of land, more or less.

The above described being land shown as "PARCEL ONE" on a May 5, 1995, PLAT OF SURVEY – LOT LINE ADJUSTMENT by Wisconsin Registered Land Surveyor Kenneth L. Kanyuh and filed with the Kenosha County Land Information Office.

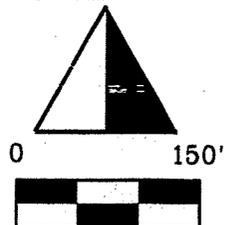


Lease Area



Subject Property

NORTH



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



6 27
Fin CC
CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Finance Committee
Mayor Keith G. Bosman
Common Council

FROM: Sharon K. Krewson, Real Estate Agent 

DATE: April 27, 2009

SUBJECT: *Contract of Exchange and Two (2) Leases between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc. for Property at 8043 Sheridan Road and 1701 and 1713 62nd Street, Districts #3 and #8*

The above referenced items were deferred at the Finance Committee meeting on April 20, 2009 and therefore, the dates in the contracts will have to be amended.

Please amend the dates for the Contract of Exchange and the Leases for the Conveyance, Transfer and Legal Possession to *on or before May 30, 2009*.

Thank you.

SKK:sks

FACT SHEET Kenosha City Plan Commission	City Plan Division 625 - 52 nd Street Kenosha, WI 53140 (262) 653-4030	April 9, 2009	Item 4
Lease Agreement by and between the City of Kenosha and the Kenosha County Interfaith Human Concerns Network, Inc., for properties at 1701 and 1713 62nd Street, District #8.			

LOCATION/SURROUNDINGS:

Site: 1701/1713 62nd Street
Zoned: RG-2 General Residential District and IP Institutional Park

NOTIFICATIONS/PROCEDURES:

The alderman of the district Alderman Marks, have been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

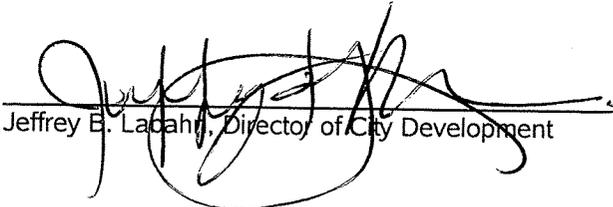
ANALYSIS:

- The Lease Agreement contains information regarding leasing the properties at 1701 and 1713 62nd Street to the Kenosha County Interfaith Human Concerns Network, Inc., after the exchange of the property, for \$1.00 annually.
- The Lease is for a term up to seven (7) years, which is until the completion of a new building that will be constructed at a future date.
- Care, maintenance and repair of the building will be the responsibility of the Lessee, the Kenosha County Interfaith Human Concerns Network, Inc.

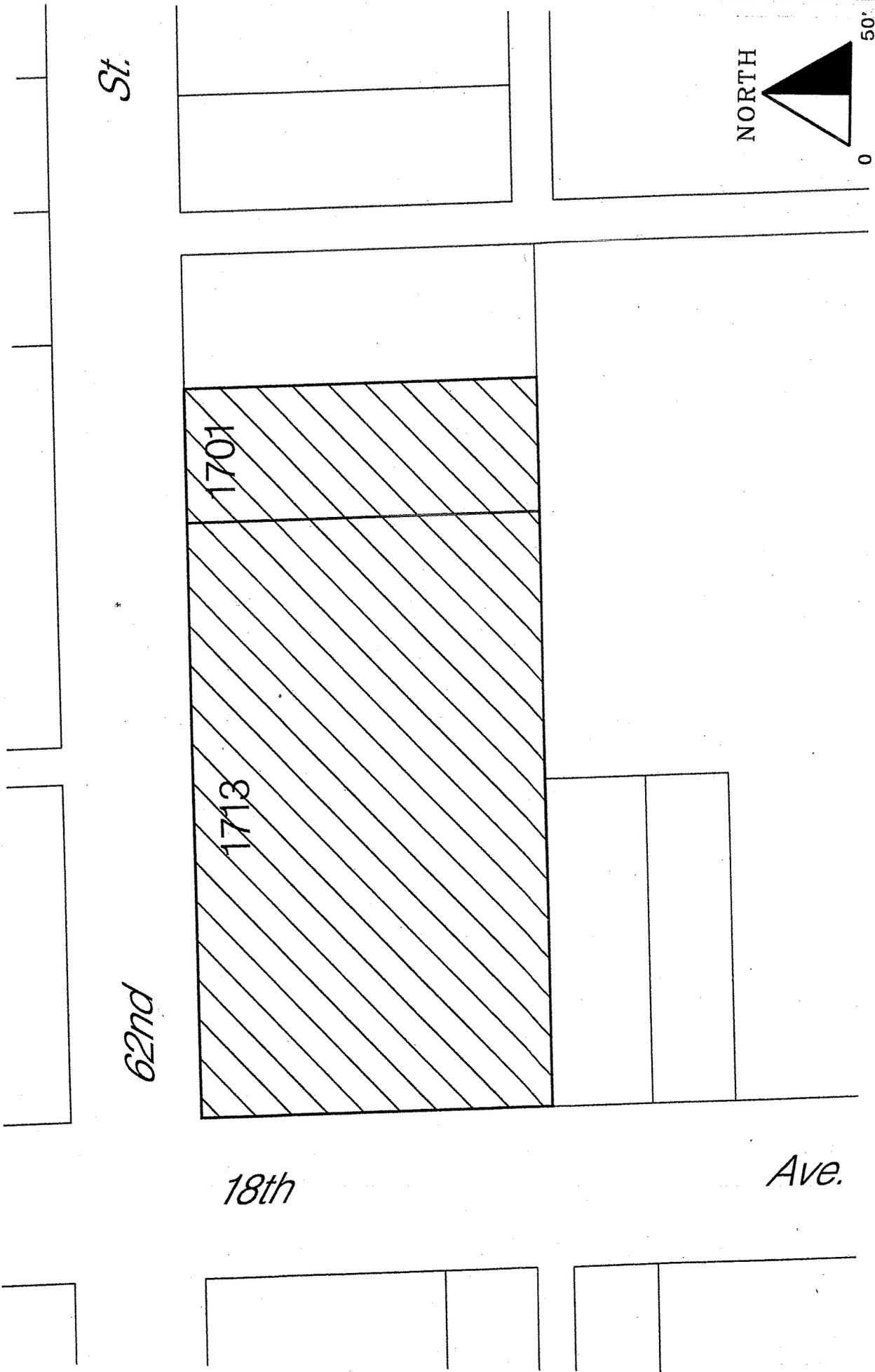
RECOMMENDATION:

A recommendation is made to approve the Lease Agreement for the properties at 1701 and 1713 62nd Street.


Sharon Krewson, Real Estate Agent
1CPC/2009/Apr9/fact-lease-1701-1713


Jeffrey E. Labahn, Director of City Development

CITY OF KENOSHA
General Location Map
1701-13 62nd Street



LEASE

By And Between

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

And

**KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.,
A Wisconsin Non-Profit Corporation,
1713 – 62nd Street,
Kenosha, Wisconsin 53143**

THIS AGREEMENT, Made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, having its principal office at 625 – 52nd Street, Kenosha, Wisconsin 53140, hereinafter referred to as "**CITY**", and **KENOSHA COUNTY INTERFAITH HUMAN CONCERNS NETWORK, INC.**, a Wisconsin nonprofit corporation organized and existing under the laws of the State of Wisconsin, having its principal office at 1713 - 62nd Street, Kenosha, Wisconsin 53143, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, certain parcels of real estate commonly known as 1701 – 62nd Street and 1713 – 62nd Street, in the City and County of Kenosha, Wisconsin, ("**PREMISES**"), described in Exhibit "A", attached hereto, is currently owned by **LESSEE** but is the subject of an Agreement dated _____, 2009 between **CITY** and **LESSEE** whereby the ownership of the **PREMISES** will be transferred from **LESSEE** to **CITY**; and,

WHEREAS, the transfer of ownership to **CITY** will occur at a closing, which closing by the terms of the Agreement dated _____, 2009 will occur on or before **APRIL 30, 2009** (the "**CLOSING**"); and,

WHEREAS, **LESSEE** desires to Lease from **CITY** the **PREMISES** for the purpose of housing the Shalom Center and Programs and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

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

ARTICLE 1 - PREMISES

1.1 PREMISES. **CITY** does hereby lease, let and demise to **LESSEE** the **PREMISES** for its exclusive use, upon and subject to the terms, covenants and conditions of this Lease.

1.2 CITY WARRANTY AND REPRESENTATIONS. **CITY** warrants and represents that, after the **CLOSING**, it will be the lawful owner of the **PREMISES** and has full authority to grant this Lease, and that the **PREMISES** are properly zoned for the uses described herein.

1.3 MEMORANDUM OF LEASE. At the request of either party, each party shall sign a Memorandum of Lease, in recordable form, evidencing the execution and term of this Lease.

1.4 ACCEPTANCE. **LESSEE** acknowledges that it is well familiar with the condition of the **PREMISES** and accepts the **PREMISES** as suitable for **LESSEE'S** intended purposes, AS IS, subject to the use limitations and obligations imposed on **LESSEE** by this Lease.

ARTICLE 2 - TERM

2.1 TERM. This Lease, subject to early termination as hereinafter provided, shall be effective, following approval and execution by the parties, for a term of seven (7) years commencing at such time as **CITY** takes possession of the **PREMISES** following the conveyance of title of **PREMISES** by **LESSEE** to **CITY**.

2.2 OPTION TERMS. **LESSEE** shall have the option to renew this Lease for three (3) additional one year terms upon the same terms and conditions contained in this Lease, provided **LESSEE** gives **CITY** written notice of **LESSEE'S** intention to exercise each option at least ninety (90) days, but no more than one hundred eighty (180) days, prior to the expiration of

the prior term of this Lease; and provided further that **LESSEE** is not in default, but is in full compliance with all of the terms and provisions of this Lease at the time of exercise of such option to renew.

2.3 EARLY TERMINATION.

2.3.1 Material Breach. Either party may terminate this Lease should there be a material breach thereof by the other which is not cured within sixty (60) days following the receipt of written notice describing the material breach and any demand for curative action.

2.3.2 Cessation of Operation. Should **LESSEE** cease to exist or terminate its operations, or discontinue use of the **PREMISES** for ninety (90) days, excluding any period of construction, remodeling or reconstruction, Lease shall be subject to termination by **CITY**, absent a duly authorized and approved release of this provision by **CITY**.

2.4 LESSEE'S RIGHTS UPON LEASE TERMINATION OR EXPIRATION.

Upon termination or expiration of this Lease:

2.4.1 Condition. **LESSEE** shall deliver possession of the **PREMISES** to **CITY** in good condition, ordinary wear and tear excepted.

2.4.2 Improvements. **CITY** shall be entitled to retain all Improvements to **PREMISES** made by **LESSEE**.

2.4.3 Personal Property. **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – RENT

LESSEE shall pay as and for rent the annual sum of One (\$1.00) Dollar.

ARTICLE 4 - IMPROVEMENTS

4.1 DEFINITION. "Improvements" shall include construction, reconstruction, alteration, and site modifications. Improvements do not include painting and maintenance.

4.2 AUTHORITY TO CONSTRUCT IMPROVEMENTS. **LESSEE**, at its own

cost and expense, may design and construct Improvements subject to **CITY** approving the plans and specifications therefor. No work shall commence until approval is received and appropriate construction permits from the **CITY** are obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing construction of any Improvements, **LESSEE** shall procure and submit proof of the following insurance coverages to the City Clerk/Treasurer:

a. Builder's All Risk Insurance, with **CITY** as an additional insured, in the amount of the full value of Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting **LESSEE** and **CITY** from claims for death, personal injury or property damage arising during the course of construction of the Improvements, in accordance with coverage requirements specified in this Lease.

4.4 PERFORMANCE BOND. The construction of all Improvements shall be supported by a Performance Bond from the contractor guaranteeing the payment for all labor and materials, and the completion of work in conformance with the construction contract.

4.5 CONSTRUCTION LIENS. **LESSEE**, in making Improvements upon **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to **PREMISES** without the prior, written consent of **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against **PREMISES**. In order to void such liens, **LESSEE** shall promptly pay or cause to be paid all undisputed bills for labor and materials. In the event any involuntary lien attaches to **PREMISES**, **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit **LESSEE** from financing

Improvements subject to a security lien on Improvements. However, **LESSEE** shall not permit any security lien to attach to the real estate upon which Improvements are situated. Nothing contained herein shall preclude **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes unwarranted.

4.6 UNAUTHORIZED IMPROVEMENTS. Should **LESSEE** make any Improvements without prior **CITY** approval, which are not satisfactory to **CITY**, then, upon written notice to do so, **LESSEE** shall remove the same, or if agreed upon by **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of **CITY**. In the event any unauthorized improvement results in an Ordinance violation, **LESSEE** shall also timely pay any forfeitures imposed for such violation(s). Should **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, **CITY** may effect the removal, change, modification or reconstruction thereof, and **LESSEE** shall pay the cost thereof to **CITY**, upon written demand.

4.7 RISK OF LOSS. **LESSEE** assumes the risk of loss or damage to all of the Improvements, whether preexisting or constructed by **LESSEE**, and the risk of loss or damage to all property of **CITY** arising out of or in connection with the performance of the construction work. In the event of such loss or damage, **LESSEE** shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of **CITY** without cost or expense to **CITY**.

4.8 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. **LESSEE** shall require its contractors who construct Improvements to indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of **LESSEE** involving the construction of Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of

CITY, or any of their officers or employees.

4.9 INSPECTION. **CITY** shall have the right, but not the obligation, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.10 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against **CITY**, its officers and employees with respect to any labor or materials provided in connection with the construction work. Furthermore, nothing contained herein shall create, or be deemed to create, any relationship between **CITY** and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and **CITY** shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

**ARTICLE 5 -
CARE, MAINTENANCE AND REPAIR OF PREMISES**

5.1 LESSEE'S RESPONSIBILITIES. **LESSEE** shall, at all times:

5.1.1 Be responsible for the repair and maintenance of **PREMISES**, including all Improvements and capital repairs therein, mechanicals and boiler heating system, whether preexisting or placed thereon by **LESSEE**, whether such work be ordinary, extraordinary, structural, or otherwise, with the exception of damage intentionally caused or caused by the negligence of the **CITY**, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease.

5.1.2 Keep **PREMISES** and Improvements and personal property thereon, in a clean, neat and sanitary condition.

5.1.3 Be responsible for grass cutting and snow removal from the **PREMISES**.

5.1.4 Maintain Improvements and perform all repair work in accordance with relevant Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

5.2 DEFAULT BY LESSEE. In the event **LESSEE** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or Improvements within the time provided for, or if no time is provided for, within a period of sixty (60) days following receipt of written notice, to do any such work required by this Lease, or in the event **LESSEE**, upon commencement thereof, fails to diligently continue to complete any such work, **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter **PREMISES** and Improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or Improvements, and care for, maintain or repair all or any part of **PREMISES** or Improvements which are in need of major repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **CITY** by **LESSEE**, on demand. Furthermore, should **CITY** undertake any work hereunder, **LESSEE** waives any claims for damages, consequential or otherwise, against **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon **CITY** any obligations to care for, maintain or repair **PREMISES** or Improvements.

ARTICLE 6 - ACCESS TO PREMISES

LESSEE agrees to and shall permit **CITY**, State of Wisconsin and the United States Government to send their representatives and employees onto **PREMISES** and any Improvements thereon, for the purpose of an inspection thereof. In non-emergency situations,

LESSEE shall be provided with reasonable, advance notice of an inspection if **LESSEE** is available to receive such notice.

ARTICLE 7 - REGULATORY SIGNS

LESSEE, at no charge, shall permit **CITY** to place such regulatory signs on **PREMISES** as **CITY** shall deem appropriate, at **CITY** cost and expense, but under no conditions shall said signs be attached to any building or structure of **LESSEE**, without **LESSEE'S** advance, written permission. **LESSEE** shall not place or erect any permanent (a sign standing for sixty (60) or more days) signs on or about **PREMISES** and Improvements without the prior, written approval of the **CITY**.

ARTICLE 8 - UTILITIES

LESSEE shall pay for all utilities, including, but not limited to, electric, gas, telephone, cable television, sanitary sewer, water service and stormwater fees. **CITY** requires that all new utility pipes, wires and conduits to be underground. **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the costs and expense of bringing utility services to and within the **PREMISES**. **CITY** shall allow the providers of all utilities reasonable access to and within the boundaries of **PREMISES** for the installation of utility service.

ARTICLE 9 - USE OF PREMISES

9.1 USE OF PREMISES. **LESSEE** shall have the exclusive use of **PREMISES** for use as a Shalom Center Program and other purposes consistent with such use, and for no other purpose.

9.2 CHANGE OF USE. Any use of the **PREMISES**, other than as provided in this Lease, is prohibited and, if not cured within sixty (60) days following receipt of written notice of the alleged breach by the **LESSEE**, shall constitute a material breach of this Lease.

ARTICLE 10 - ASSIGNMENT/SUBLEASE

No assignment or sublease is permitted. Such an assignment or sublease shall

render this Lease null and void.

ARTICLE 11 - GOVERNMENTAL REQUIREMENTS

11.1 LAWS, RULES, REGULATIONS AND ORDERS. LESSEE agrees to observe and obey any and all applicable Federal, State and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

11.2 LICENSES, CERTIFICATES AND PERMITS. LESSEE shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including CITY, having jurisdiction over PREMISES, as improved, or over LESSEE'S operations at PREMISES.

11.3 TAXES AND FEES. LESSEE shall pay any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including Real Estate and Personal Property Taxes, from which it is not exempt under State law or City Ordinances, which may be assessed, levied, exacted or imposed on PREMISES, as improved, or LESSEE'S operation hereunder, and shall make all applications, reports and returns required in connection therewith.

ARTICLE 12 - QUIET ENJOYMENT

CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.

ARTICLE 13 - NATURAL DISASTER

LESSEE'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to PREMISES or Improvements resulting from any natural disaster. CITY shall have no obligation to repair, maintain or replace PREMISES or

Improvements resulting from any natural disaster.

ARTICLE 14 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to **LESSEE** for money damages arising out of any interruption in **LESSEE'S** use or enjoyment of **PREMISES** by reason of any damage to **PREMISES** or Improvements, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, **CITY** shall be liable only for the costs of repair or reconstruction.

ARTICLE 15 - INDEMNITY AND HOLD HARMLESS

Except for damage resulting by intentional and negligent acts of the **CITY**, its employees, agents, subcontractors, or principals, **LESSEE** does hereby agree that it will, at all times, during the **TERM** and **OPTION TERMS** of this Lease, indemnify and hold harmless **CITY**, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring, after the effective date of this Lease, on **PREMISES**, as improved, or as a result of any operations, works, acts or omission performed on **PREMISES**, as improved, by **LESSEE**, its officers, employees, or representatives, or resulting from **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any condition of the **PREMISES** or Improvements thereon which causes any person to suffer personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of **CITY**, or any of their officers or employees in which case **CITY** will indemnify and hold harmless **LESSEE** and its officers, and employees. Upon the filing with **CITY** of a claim for damages arising out of any incident(s) which **LESSEE** herein agrees to indemnify and hold **CITY** and others harmless, **CITY** shall notify **LESSEE** of such claim, and in the event that **LESSEE** does not settle or compromise such claim, then the

LESSEE shall undertake the legal defense of such claim both on behalf of **LESSEE** and **CITY**. It is specifically agreed, however, that **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against **CITY**, or their officers or employees for any cause for which **LESSEE** is liable hereunder, shall be conclusive against **LESSEE** as to liability and amount of damages. This provision shall survive Lease expiration or termination to the extent necessary to effectuate its purpose.

ARTICLE 16 - SANITATION

LESSEE will provide adequate and appropriate containers, including dumpsters, as desired by **LESSEE**, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at its cost and expense. **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on **PREMISES**. The placing or storing of boxes, cartons, drums, tires, cans, parts or other similar items on or about **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited. **LESSEE** is responsible for, at its expense, contracting for domestic garbage pickup and disposal services.

ARTICLE 17 - BENEFITS

The terms and conditions hereof shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 18 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 19 - INSURANCE

LESSEE shall procure and maintain, during the Term of this Lease, insurance policies, as hereinafter specified. Said policies must be issued by an insurance company or

companies authorized to do business in the State of Wisconsin and licensed by the Insurance Department of the State. **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of **CITY** as "additional insureds", and proof of payment of premium to the City Clerk/Treasurer for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Lease null and void as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the Term of this Lease. **CITY** reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance, written notice to **LESSEE**, whenever minimum standards of the **CITY** for all insurance policies comparable to those covering **LESSEE'S** operations hereunder are enacted which adopt or increase the minimum insurance requirements, and **LESSEE** shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of this Lease. Should **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, **CITY** may obtain such insurance coverage and charge **LESSEE** as an additional rental fee, the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of **LESSEE** to take out and/or maintain the required insurance shall not relieve **LESSEE** from any liability under this Lease. The insurance requirement shall not be construed to conflict with the obligations of **LESSEE** in ARTICLE 15 - INDEMNITY AND HOLD HARMLESS.

The following insurance coverages must be in effect and continue in effect during the term(s) of this Lease in not less than the following amounts:

- General Liability Insurance with a minimum limit of Three Million (\$3,000,000.00) Dollars per occurrence having the following coverages:

PREMISES;
Contractual; and,
Death and Personal Injury.

ARTICLE 20 - NONDISCRIMINATION

LESSEE agrees that no person shall be subjected to discrimination in the use of **PREMISES**, as improved, contrary to Federal, State or local law, rule or regulation.

ARTICLE 21 - RIGHTS OF ENTRY RESERVED

CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon **PREMISES**, as improved, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of **CITY**, be necessary or advisable, provided, however, that in the exercise of such right, **CITY** shall not unreasonably interfere with the use and occupancy of **PREMISES**, as improved, by **LESSEE**. Should **CITY**, in the exercise of such right, damage **PREMISES**, **CITY** shall, at its cost and expense, promptly repair such damage. It is specifically understood and agreed that the reservation of such right by **CITY** shall not impose or be construed to impose upon **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located on **PREMISES** for the purpose of providing utility services to **PREMISES**, as improved.

ARTICLE 22 - TAXES

LESSEE, to the extent not exempt under State law or City Ordinances, shall promptly pay all taxes due and owing, including those on personal property and all special assessments, as may be levied by **CITY** or any other governmental unit.

ARTICLE 23 - FAILURE TO OBSERVE TERMS OF LEASE

Other than for the payment of rent due, which shall be governed by Wisconsin

Statutes, **LESSEE** shall have sixty (60) days following its receipt of a written notice from **CITY** describing any breach to cure said breach. **LESSEE'S** failure to cure a breach shall be a basis for **CITY** to terminate this Lease.

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

LESSEE, at its sole expense, shall procure and maintain throughout the term of this Lease, and any extension thereof, insurance protection on all Improvements existing at the beginning of the Lease term and all Improvements constructed by **LESSEE** on **PREMISES**, to the extent of the full replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. The insurance policy shall provide twenty (20) days advance, written notice of cancellation or material change therein to the City Clerk/Treasurer and have a deductible amount not to exceed Twenty-five Thousand (\$25,000.00) Dollars per occurrence.

LESSEE shall provide a Certificate of the required insurance, prior to the commencement of this Lease, or if no insurable Improvements exist at the commencement hereof, prior to the lapse of the Builder's All Risk Insurance Policy. If **LESSEE** fails to maintain such insurance, **CITY**, at its option, may take out such insurance and charge the cost thereof to **LESSEE**, or may declare this Lease null and void as of the date there was no valid policy of insurance in effect.

Should any Improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **LESSEE** shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **CITY**, or not to reconstruct the Improvement. **LESSEE** shall notify **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

In the event of damage or destruction to Improvements on **PREMISES**, **CITY** shall have no obligation to repair, replace or rebuild the Improvements or any fixtures,

equipment or other personal property installed by **LESSEE** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **LESSEE** from any of their repair, maintenance or rebuilding obligations under this Lease.

If **LESSEE** shall not elect to repair, replace or rebuild the damaged Improvements, **LESSEE** shall, at its own cost and expense, remove all debris resulting from the damage, including foundations, footings, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original (pre-Lease) elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and **LESSEE'S** and **CITY'S** unaccrued obligations hereunder shall cease. If **LESSEE** does not elect to repair, replace or rebuild the damaged Improvements within the abovementioned one hundred twenty (120) day period of time, **LESSEE** shall have been deemed to elect not to repair, replace or rebuild the damaged Improvements, and **CITY** may elect to restore **PREMISES** to their original condition on the date the Lease term commences, at the cost and expense of **LESSEE**, and this Lease shall be deemed terminated.

LESSEE, for its own protection, may, and is urged to, separately insure any of its fixtures, equipment and personal property.

ARTICLE 25 - INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 26 - CONSTRUCTION - SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice **CITY** or **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs,

only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 27 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 28 - APPROVALS

CITY approvals required hereunder shall not be unduly delayed or unreasonably withheld.

ARTICLE 29 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **CITY** shall be sent, delivered to or served upon the City Clerk/Treasurer, at 625 - 52nd Street, Kenosha, Wisconsin 53140, with copies to the City Administrator, Room 300, 625 – 52nd Street, Kenosha, Wisconsin 53140, and the City Attorney, Room 201, 625 – 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served upon the Executive Director and the Chairman of the Board of Directors of **LESSEE** at 1713 - 62nd Street, Kenosha, Wisconsin 53143. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail or private delivery service. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 30 – ENTIRE AGREEMENT

This Lease (including all exhibits or attachments hereto) constitutes the entire agreement between the parties with respect to all matters, activities and obligations contemplated herein, and shall supersede and control any and all other prior to contemporaneous agreements, understandings, representations and statements, whether written or oral.

**1701 62ND STREET AND 1713 62ND STREET
LEGAL DESCRIPTION**

Part of the Northwest Quarter of Section 6, Township 1 North , Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin, more particularly described as follows:

Lots 2, 3, 4, 5 and 6 of Bond's Subdivision, a subdivision of record and on file in the Kenosha County Land Registry; containing 0.781 Acres of land, more or less.

1CPC/2009/Apr9/legal-1701-1713 62s
By: MC/DCD
04/01/09

Resolution No. _____

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING
OF NOT TO EXCEED \$11,815,000;
PROVIDING FOR THE ISSUANCE AND SALE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR;
AND LEVYING A TAX IN CONNECTION THEREWITH**

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, general obligation promissory notes (the "Notes") in an amount not to exceed \$11,815,000 for the public purpose of paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects, storm water drainage improvements, library improvements, police, fire, airport, public works and storm water utility equipment, land acquisition, municipal building improvements, redevelopment authority projects, fire department improvements and project costs of Tax Incremental Districts No. 4 and 7; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 4th day of May, 2009.

Attest: _____, City Clerk
Michael Higgins

Approved: _____, Mayor
Keith G. Bosman

Dated: May 4, 2009

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Fin
8

CC
29

Disbursement Record 7

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 04/01/09 through 04/15/09 and have approved the disbursements as follows:

1. Checks numbered from 084196 through 084596 as shown on attached listing consisting of:

a. Debt Service	<u>7,225,044.25</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>7,617,346.12</u>
SUBTOTAL	<u>14,842,390.37</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	<u>1,230,432.63</u>
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TOTAL DISBURSEMENTS APPROVED 16,072,823.00

Eric Haugaard

Katherine Marks

Anthony Kennedy

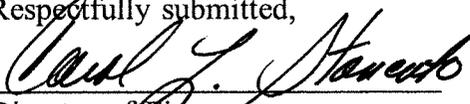
Daniel Prozanski Jr.

Tod Ohnstad

David Bogdala

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectfully submitted,



Director of Finance

(disbursementsblank.share.fin)

FISCAL NOTE
CITY OF KENOSHA
DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #7

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 04/24/09

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84196	4/01	RNOW, INC.	630-09-50101-393-000	3/09-PARTS/MATERIALS	932.40
			630-09-50101-393-000	3/09-PARTS/MATERIALS	594.00
			630-09-50101-393-000	3/09-PARTS/MATERIALS	306.08
			630-09-50101-393-000	3/09-PARTS/MATERIALS	89.28
			630-09-50101-393-000	3/09-PARTS/MATERIALS	48.99
			630-09-50101-393-000	3/09-PARTS/MATERIALS	39.15
			630-09-50101-393-000	3/09-PARTS/MATERIALS	33.43
			630-09-50101-393-000	3/09-PARTS/MATERIALS	27.51
			..... CHECK TOTAL	2,070.84	
84197	4/01	MACHINE SERVICES, INC.	520-09-50201-344-000	REPAIR REAR AXLE	500.00
84198	4/01	WIS ASSOCIATION OF HOMICIDE	110-02-52107-264-000	4/21-24/09 CONFERENC	870.00
84199	4/01	KENOSHA CITY/COUNTY	110-02-52111-251-000	3/09 JOINT SERVICES	234,415.50
			110-02-52202-251-000	3/09 JOINT SERVICES	58,603.92
				..... CHECK TOTAL	293,019.42
84200	4/01	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	3/09 09-036096 LABS	47.30
			110-02-52102-219-000	3/09 09-028862 REPT	17.15
			110-02-52102-219-000	3/09 09-025901 REPT	16.53
				..... CHECK TOTAL	80.98
84201	4/01	KENOSHA NEWS	110-01-51701-321-000	3/09 CD-08 CAPER RV	22.49
			110-01-50101-321-000	3/09 ACCU-VOTE NOTC	17.84
				..... CHECK TOTAL	40.33
84202	4/01	BADGER TRUCK CENTER	630-09-50101-393-000	3/09 #1856 PART/MTR	235.94
			630-09-50101-393-000	3/09 #1857 PART/MTR	113.63
			630-09-50101-393-000	3/09 #1856 PART/MTR	52.84
			630-09-50101-393-000	3/09 #1857 PARTS	4.24
				..... CHECK TOTAL	406.65
84203	4/01	RAGAN, BRAD/WINGFOOT	630-09-50101-393-000	2/09-TIRES/SERVICE	6,578.02
84204	4/01	SHOPKO DEPT. STORE	110-02-52203-382-000	3/09-FD STN#3 MWAVE	79.99
			110-02-52103-365-000	3/09-PD MERCHANDISE	33.60
			110-02-52203-369-000	3/09-FD ENG#2 BINOC	29.99
				..... CHECK TOTAL	143.58

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84205	4/01	SIMPLEX GRINNELL	632-09-50101-232-000	MAINT. AGREEMENT	308.00
84206	4/01	WILLKOMM INC., JERRY	521-09-50101-344-000	3/09-OIL/FUEL	151.58
84207	4/01	WE ENERGIES	110-01-51801-222-000	#13 02/26-03/26	5,191.95
			110-03-53103-222-000	#13 02/24-03/24	3,288.35
			110-05-55109-222-000	#13 02/24-03/24	3,176.95
			633-09-50101-222-000	#13 02/24-03/26	2,664.74
			632-09-50101-222-000	#13 02/24-03/24	2,505.29
			633-09-50101-221-000	#13 02/24-03/26	2,295.45
			110-03-53109-221-000	#13 02/23-03/24	2,075.95
			110-03-53103-221-000	#13 02/24-03/24	1,914.45
			110-02-52203-222-000	#13 02/24-03/24	1,732.04
			632-09-50101-221-000	#13 02/24-03/24	1,282.35
			110-03-53109-221-000	#13 02/22-03/23	1,143.58
			110-02-52203-221-000	#13 02/24-03/24	1,139.19
			110-01-51802-222-000	#13 02/19-03/22	1,110.11
			110-03-53109-221-000	#13 02/23-03/25	1,075.26
			110-05-55106-222-000	#13 02/19-03/24	1,069.16
			110-03-53109-221-000	#13 02/19-03/19	1,008.58
			110-03-53116-221-000	#13 02/18-03/19	986.50
			110-05-55109-221-000	#13 02/24-03/24	981.51
			110-02-52203-221-000	#13 02/24-03/25	978.89
			110-03-53109-221-000	#13 02/19-03/22	886.15
			110-05-55111-221-000	#13 02/19-03/20	719.46
			110-03-53109-221-000	#13 02/25-03/24	593.99
			110-03-53109-221-000	#13 02/24-03/26	583.88
			520-09-50401-222-000	#13 02/23-03/24	572.19
			110-03-53109-221-000	#13 02/18-03/23	562.32
			110-03-53109-221-000	#13 02/24-03/25	381.48
			110-03-53103-221-000	#13 02/23-03/24	349.67
			110-03-53109-221-000	#13 02/26-03/26	340.93
			110-05-55111-222-000	#13 02/19-03/20	329.94
			110-05-55109-221-000	#13 02/18-03/19	310.59
			110-05-55111-221-000	#13 02/25-03/26	224.36
			110-03-53109-221-000	#13 02/18-03/19	219.88
			110-05-55109-221-000	#13 02/22-03/23	181.48
			110-05-55109-221-000	#13 02/24-03/25	163.71
			110-05-55109-222-000	#13 12/15-03/18	159.72
			110-03-53117-221-000	#13 02/18-03/19	106.31
			110-01-51802-221-000	#13 02/19-03/22	93.99
			110-05-55109-222-000	#13 02/23-03/24	73.85
			519-09-50103-221-000	#13 02/23-03/24	69.85
			110-05-55109-221-000	#13 02/25-03/26	29.31
			110-05-55109-221-000	#13 02/19-03/22	24.36
			110-05-55102-221-000	#13 02/25-03/26	20.25
			110-03-53103-221-000	#13 02/25-03/26	17.09
			110-01-51802-221-000	#13 02/20-03/23	17.09
			110-03-53103-221-000	#13 02/26-03/25	13.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#13 02/23-03/24	8.31
			110-05-55109-222-000	#13 02/24-03/25	8.12
				..... CHECK TOTAL	42,682.49
84208	4/01	REINDERS INC.	110-05-55102-369-000	LIFT ARM	949.98
			630-09-50101-393-000	3/09-#2573 PARTS	424.54
			630-09-50101-393-000	3/09-#2573 PARTS	204.56
			630-09-50101-393-000	3/09-#2293 PARTS	152.82
			630-09-50101-393-000	3/09-#2293 PARTS	111.94
			630-09-50101-393-000	3/09-#2293 PARTS	77.72
			630-09-50101-393-000	3/09-#2293 PARTS	77.22
			630-09-50101-393-000	3/09-#2293 PARTS	19.98
				..... CHECK TOTAL	2,018.76
84209	4/01	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	BATON: 26"	570.00
			110-02-52103-365-000	MAG HOLDER, DUBL,	359.90
			110-02-52103-365-000	ULTRASONIC SOLUTION	204.00
			110-02-52103-365-000	CLIPBOARD	115.50
			110-02-52103-365-000	SCABBARD:	85.00
			110-02-52103-365-000	SCABBARD:	51.00
			110-02-52103-365-000	WHISTLE	35.40
			110-02-52103-365-000	SCABBARD:	34.00
			110-02-52103-365-000	ACTION TRAINER	31.00
			110-02-52103-365-000	SCABBARD:	17.95
			110-02-52103-365-000	QUOTED PRICE CORR	110.40CR
				..... CHECK TOTAL	1,393.35
84210	4/01	BROOKS TRACTOR, INC.	630-09-50101-393-000	2/09 PARTS/MATERIALS	416.78
			630-09-50101-393-000	3/09 PARTS RETURN	59.89CR
				..... CHECK TOTAL	356.89
84211	4/01	FABCO EQUIPMENT, INC.	520-09-50201-347-000	OIL SAMPLE KITS	1,404.99
84212	4/01	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	REPAINT DOORS	1,450.00
			520-09-50201-344-000	REPAIR BUS 2730/3503	956.00
				..... CHECK TOTAL	2,406.00
84213	4/01	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	3/09-MED DIR SVCS	4,686.67
84214	4/01	OFFICEMAX	110-02-52201-311-000	3/09 FD #1076 OFFICE	158.95
			501-09-50101-311-000	3/09 ST #1072 OFFICE	143.52
			110-02-52103-311-000	3/09 PD #1069 OFFICE	80.06
			110-01-51303-311-000	3/09 HR #1073 OFFICE	74.31
			501-09-50101-311-000	3/09 PW #1070 OFFICE	58.00
			110-01-51701-311-000	3/09 CD #1071 OFFICE	52.76
			110-02-52201-311-000	3/09 FD #1074 OFFICE	20.70
			 CHECK TOTAL	588.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84215	4/01	R.L. BANGLE & SONS INC	520-09-50201-344-000	REPAIR SHOP HOIST	4,906.40
84216	4/01	HOLLAND SUPPLY, INC.	630-09-50101-393-000	3/09-CE HYDRAULICS	126.86
			630-09-50101-393-000	3/09-CE HYDRAULICS	72.20
			501-09-50104-344-000	3/09-ST HYDRAULICS	11.88
			630-09-50101-393-000	3/09-CE HYDRAULICS	11.42
				..... CHECK TOTAL	222.36
84217	4/01	ABACUS ARCHITECTS, INC	420-11-50810-584-000	2/22-3/07 PHASE I&II	8,750.00
84218	4/01	M & H FIRE SAFETY INC	110-02-52203-235-000	3/09-HYDROTESTING	168.00
84219	4/01	S. KING COMPANY, INC.	110-02-52103-369-000	250 WATT INVERTER	1,040.82
84220	4/01	LIPPINCOTT WILLIAMS AND	206-02-52205-322-000	DISASTER MED & HLTH	156.80
84221	4/01	INTERNATIONAL SOCIETY OF	110-02-52206-323-000	MEMBERSHIP IN ISFSI	75.00
84222	4/01	GOLD STANDARD LLP	110-02-52103-381-000	PAWKING DOG FOOD	120.00
84223	4/01	CONNEY SAFETY PRODUCTS	110-02-52103-365-000	FIRST AID KITS	251.14
84224	4/01	DELTA FOREMOST CHEMICAL	110-05-55109-353-000	WEED ZAPPER	6,688.38
84225	4/01	GATEWAY TECHNICAL COLLEGE	206-02-52205-219-000	W.GLASS PARAMEDIC	45.00
84226	4/01	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	3/09-JANITORIAL SVC	3,315.00
84227	4/01	PAUL CONWAY SHIELDS	110-02-52206-367-000	2/09-TROUSERS	559.00
84228	4/01	TOWN & COUNTRY GLASS	110-01-51801-246-000	3/09-DOOR WINDOWS	205.38
84229	4/01	CUMMINS NPOWER, LLC	520-09-50201-344-000	REPAIR ENGINE	6,989.01
			520-09-50201-347-000	COOLANT	1,788.28
				..... CHECK TOTAL	8,777.29
84230	4/01	FLITZ SERVICE CORPORATION	520-09-50301-232-000	SERVICE CONTRACT	616.00
84231	4/01	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	3/09 CE-PARTS/LABOR	57.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84232	4/01	T & A INDUSTRIAL, LTD.	630-09-50101-393-000	SHOVELS	843.36
			630-09-50101-393-000	SHOVELS (7)	417.69
			630-09-50101-393-000	SHOVEL	417.48
			630-09-50101-393-000	SHOVELS (5)	298.35
				..... CHECK TOTAL	1,976.88
84233	4/01	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000	REP EXHAUST MOTORS	963.90
			520-09-50202-246-000	REPL EXHAUST MOTOR	928.00
			520-09-50401-246-000	REP HEATERS	379.00
				..... CHECK TOTAL	2,270.90
84234	4/01	CDW-G	110-01-51102-539-000	3/09 SWITCH/CL TAPES	210.36
84235	4/01	NORTHERN MIST LAWN SPRINKLER	110-05-55104-344-000	10/08-ANDERSON FLD	336.00
84236	4/01	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	MISC. BUS PARTS	2,203.92
84237	4/01	GALL'S INC.	110-02-52203-369-000	SCBA MASK BAGS	170.86
84238	4/01	SAFETY FIRST, INC.	110-02-52203-235-000	QUARTERLY AIR TEST	462.36
84239	4/01	ULINE	110-02-52206-367-000	FLAT MERCH BAG	48.79
84240	4/01	STATE BAR OF WISCONSIN	110-01-51303-326-000	4 WKS CLASSIFIED AD	300.00
84241	4/01	FORCE AMERICA	630-09-50101-393-000	3/09 #1957 PARTS/MTR	522.19
84242	4/01	MENARDS (KENOSHA)	110-02-52203-344-000	3/09-FD STN#4 MERCH	66.09
			521-09-50101-375-000	3/09-AR MERCHANDISE	62.76
			206-02-52205-344-000	3/09-FD STN#4 MERCH	51.66
			110-01-50602-361-000	3/09-KKB MERCHANDISE	49.90
			110-05-55109-389-000	3/09-PA MERCHANDISE	19.44
			521-09-50101-382-000	3/09-AR MERCHANDISE	14.91
				..... CHECK TOTAL	264.76
84243	4/01	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE 2/13-3/16	450.00
84244	4/01	DELL COMPUTERS	414-11-50905-574-000	DELL LAPTOP	1,194.73
			414-11-50905-574-000	USB TO SERIAL CABLE	28.79
			 CHECK TOTAL	1,223.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84245	4/01	HOLIDAY INN SELECT	110-02-52203-263-000	D.BRAGUE 5/13-15/09	150.00
			110-02-52203-263-000	W.THOMAS 5/13-15/09	150.00
				..... CHECK TOTAL	300.00
84246	4/01	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	3/09 FD-STN3 EXTINGU	39.35
84247	4/01	CASPER'S TRUCK EQUIPMENT, INC	630-09-50101-393-000	3/09 #2357 PARTS/SAL	155.79
84248	4/01	PLATINUM SYSTEMS	110-02-52103-311-000	3/09-PD TONER	200.95
84249	4/01	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	3/09 #2390 RADIATOR	480.00
			630-09-50101-393-000	3/09 #2833 RADIATOR	380.00
				..... CHECK TOTAL	860.00
84250	4/01	ALARM DETECTION SYSTEMS INC	110-05-55109-219-000	4-6/09 ALARM MONITR	78.99
84251	4/01	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	3/09 SE-GLASS & ACCE	243.40
			630-09-50101-393-000	3/09 SE #2390 GLASS	85.00
				..... CHECK TOTAL	328.40
84252	4/01	TIME WARNER CABLE	110-01-51102-233-000	3/19-4/18 SE-ROADRN	139.95
84253	4/01	QUALIFICATION TARGETS	110-02-52103-365-000	RANGE TARGETS	289.24
			110-02-52103-365-000	530 RANGE TARGETS	104.00
				..... CHECK TOTAL	393.24
84254	4/01	GATEWAY TECH COLLEGE	110-02-52206-264-000	DRIVER/OP PUMPER	594.42
84255	4/01	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	3/09 MEDICAL SUPPLIE	348.00
84256	4/01	FABCO RENTS	501-09-50105-282-000	3/02-6/09 EXCAVATOR	2,019.50
84257	4/01	INTERNATIONAL ASSOC FOR	110-02-52204-264-000	P.RYAN 5/27 CONF	495.00
84258	4/01	FOX VALLEY SYSTEMS	630-09-50101-393-000	WHITE TRIG-A-CAP	948.00
			630-09-50101-393-000	RED TRIG-A-CAP PAINT	624.74
				..... CHECK TOTAL	1,572.74
84259	4/01	AIRGAS NORTH CENTRAL	520-09-50201-361-000	TORCH SET FOR SHOP	450.00
			632-09-50101-389-000	3/09 SE-INDSTRL GAS	200.56
			206-02-52205-389-000	3/09 FD-OXYGEN CYLN	66.32
			520-09-50201-317-000	MIG WIRE FOR WELDER	48.45
			520-09-50201-317-000	ARGON GAS FOR WELDER	34.77
			 CHECK TOTAL	800.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84260	4/01	G2 PRINTING SOLUTIONS	401-11-50801-585-000	3/09-PRINTING	1,164.80
84261	4/01	TOMARK SPORTS	110-05-55102-369-000	BACKSTOP PADDING	2,960.08
			110-05-55102-369-000	FENCE GUARD	1,308.00
			110-05-55102-386-000	ANCHORS	240.00
				..... CHECK TOTAL	4,508.08
84262	4/01	EVT CERTIFICATION COMM.	110-02-52203-264-000	EVT CERT-5/14/09	200.00
84263	4/01	SOUTHPORT MARINA	110-05-55109-221-000	10/08-12/08-LIGHTS	6,348.41
84264	4/01	KUPFER, ROBERT C	110-01-52001-219-000	SUB JUDGE 1/26-2/20	600.00
84265	4/01	IFSTA	110-02-52206-383-000	ESSENTIALS 5TH ED.	139.23
84266	4/01	EASTON, GEORGE H	110-01-52001-219-000	SUB JUDGE 3/13/09	150.00
84267	4/01	AURORA MEDICAL GROUP	110-01-51303-216-000	3/09 SCREENS	364.00
			520-09-50101-216-000	3/09 SCREENS	205.00
				..... CHECK TOTAL	569.00
84268	4/01	WISCONSIN ASSOC OF EMERGENCY	110-02-52203-264-000	5/12-14/09 SEMINAR	180.00
84269	4/01	SHERATON ARLINGTON HOTEL	110-02-52204-263-000	P.RYAN 5/17-22/09	725.00
84270	4/01	DANIELS, KENYETTA M	110-00-45103-000-000	FINE PAYMENT	50.00
			110-00-45104-000-000	FINE PAYMENT	28.00
			110-00-21910-000-000	FINE PAYMENT	10.00
			110-00-21911-000-000	FINE PAYMENT	8.00
			110-00-21901-000-000	FINE PAYMENT	3.00
				..... CHECK TOTAL	99.00
84271	4/01	CAMPBELL, RACHEL	110-00-21905-000-000	BEACHHOUSE-3/21/09	100.00
84272	4/01	HALVERSON, SEAN	110-00-21905-000-000	ORIBILETTI-3/21/09	100.00
84273	4/01	JONES, MICHELLE M	110-00-21109-000-000	COURT PAYMENT	5.56
84274	4/01	SUAREZ-GERERRO, JULIO	110-00-21109-000-000	COURT PAYMENT	5.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84275	4/01	BERNHARDT, WESLEY	110-02-52206-263-000	3/22-24/09-WI RAPIDS	110.10
			110-02-52206-263-000	3/22-24/09-WI RAPIDS	66.12
				..... CHECK TOTAL	176.22
84276	4/01	ROMBALSKI, MICHAEL	110-02-52107-263-000	3/17-18/09-WI DELLS	37.00
84277	4/01	BELLER, JAMES	110-02-52109-367-000	2009 CLOTHING ALLOW	400.00
84278	4/01	MEYER, JONATHAN D	110-01-51303-144-000	2009 TUITION	2,000.00
84279	4/01	LEIPZIG, CHARLES	110-02-52206-263-000	3/22-24/09-WI RAPIDS	110.10
			110-02-52203-357-000	DISPLAY SHELF EXP	72.00
			110-02-52206-263-000	3/22-24/09-WI RAPIDS	66.12
			110-02-52206-261-000	3/22-24/09-WI RAPIDS	36.90
				..... CHECK TOTAL	285.12
84280	4/01	HECKEL, RICHARD	110-02-52107-263-000	2/15-20/09-GLENELLYN	125.00
84281	4/03	BLONER, JOHN JR	761-09-50101-264-000	KCM EXPENSES	223.51
84282	4/03	WE ENERGIES	110-03-53109-221-000	3/09 STREET LIGHTING	58,253.80
			110-05-55109-221-000	3/09 STREET LIGHTING	491.08
				..... CHECK TOTAL	58,744.88
84283	4/03	COMSYS, INCORPORATED	110-01-51102-215-000	4/08-5/07/09 SERVICE	36,013.78
			501-09-50101-215-000	4/08-5/07/09 SERVICE	9,003.44
				..... CHECK TOTAL	45,017.22
84284	4/03	HWY C SERVICE	110-02-52203-361-000	STIHL SHRED-N-VAC	213.96
			630-09-50101-393-000	3/09-SE SVC/PARTS	40.69
			110-02-52203-344-000	3/09-FD SVC/PARTS	14.12
				..... CHECK TOTAL	268.77
84285	4/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	4/03/09 CITY HRLY	16,973.12
			110-00-21562-000-000	4/03/09 WATER HRLY	4,023.00
			110-00-21562-000-000	4/03/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,111.12
84286	4/03	LABOR PAPER, THE	110-01-50101-321-000	2/16/09-CC MINUTES	336.00
			110-01-50101-321-000	3/09-1ST/2ND ORDS	34.60
			401-11-50704-586-000	3/09-PW SPEC ASSESS	32.92
			449-11-50501-589-000	3/09-PW INSTALL NTC	10.66
			 CHECK TOTAL	414.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84287	4/03	KENOSHA COUNTY	110-02-52105-283-000	4/09 RENTAL BLDG "A"	7,882.75
84288	4/03	WIS DEPT OF ADMINISTRATION	110-01-51801-225-000	2/09 STS LONG DIST	119.03
			110-00-14401-000-000	2/09 STS LONG DIST	12.93
			520-09-50301-225-000	2/09 STS LONG DIST	8.56
				..... CHECK TOTAL	140.52
84289	4/03	REINDERS INC.	630-09-50101-393-000	3/09-CE#2736 PARTS	199.43
			630-09-50101-393-000	3/09-CE#2736 PARTS	156.08
			630-09-50101-393-000	3/09-CE#2293 PARTS	127.18
				..... CHECK TOTAL	482.69
84290	4/03	WIS FUEL & HEATING INC	630-09-50101-393-000	3/09 CE-LUBRICANTS	425.60
84291	4/03	STANDARD COMPANIES	630-09-50101-393-000	3/09-SHOP WIPES	2,320.10
			630-09-50101-393-000	3/09-SHOP WIPES	156.60
				..... CHECK TOTAL	2,476.70
84292	4/03	FEDERAL SIGNAL CORP.	110-02-52103-344-000	REAR DECK	1,098.40
			110-02-52103-344-000	VIPER S2 SINGLE	182.90
			110-02-52103-344-000	VIPER S2 SINGLE	171.20
			110-02-52103-344-000	PRICE CORR/QUOTED	497.97CR
				..... CHECK TOTAL	954.53
84293	4/03	BANK ONE, KENOSHA	110-00-21513-000-000	4/3/09 HRLY DEDUCTS	19,043.34
			110-00-21612-000-000	4/3/09 HRLY DEDUCTS	11,861.84
			110-00-21511-000-000	4/3/09 HRLY DEDUCTS	11,861.80
			110-00-21614-000-000	4/3/09 HRLY DEDUCTS	2,873.01
			110-00-21514-000-000	4/3/09 HRLY DEDUCTS	2,872.72
				..... CHECK TOTAL	48,512.71
84294	4/03	AT&T	110-02-52203-225-000	03/22-04/21 REPEATER	199.72
			110-02-52203-225-000	03/19-04/18 652-5506	155.80
			501-09-50105-225-000	03/19-04/18 652-2605	67.66
			110-03-53103-225-000	03/19-04/18 652-2605	67.66
			521-09-50101-225-000	03/19-04/18 652-1332	54.76
			520-09-50301-225-000	03/19-04/18 652-6932	54.76
			520-09-50301-225-000	03/19-04/18 652-5104	27.38
			110-01-51801-225-000	03/19-04/18 652-4112	27.38
			 CHECK TOTAL	655.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84295	4/03	ON DEMAND APPAREL & ACCESS	501-09-50101-367-000	FLEECE SWEAT SHIRT	41.13
84296	4/03	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	3/09-PHILLIPS LAMPS	4,866.40
84297	4/03	OFFICEMAX	110-02-52103-311-000	3/09 PD #1078 OFFICE	312.10
			110-01-51303-311-000	3/09 HR #1077 OFFICE	57.22
			110-01-51101-311-000	3/09 FN #1079 OFFICE	36.92
			110-02-52601-311-000	3/09 DH #1075 OFFICE	32.75
				..... CHECK TOTAL	438.99
84298	4/03	PREMIER ELECTION SOLUTIONS	110-01-51901-311-000	3/09-I VOTED STICKR	269.10
84299	4/03	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	4/03/09 B.GARRETT	118.37
84300	4/03	PETCO ANIMAL SUPPLIES	110-02-52103-381-000	3/09-PETFOOD/SUPPLIE	61.98
84301	4/03	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	4/03/09 JURKIEWICZ	2.57
84302	4/03	PASTOR RAY PARRISH	110-02-52107-263-000	MEALS-3/23-25/09	75.00
84303	4/03	WIS DEPT OF ADMINSTRATION	110-02-52601-322-000	PLUMBING COMM 81-87	32.00
84304	4/03	LEE PLUMBING, INC.	110-02-52203-246-000	3/09-FD EMS SINK	464.73
84305	4/03	UNISOURCE	630-09-50101-393-000	3/09-CE PAPER PROD	3,877.27
84306	4/03	US CELLULAR	110-02-52601-226-000	3/09 DH CELL AIRTIME	99.18
			110-02-52601-226-000	3/09 DH CELL SERVICE	80.00
			631-09-50101-226-000	3/09 EN-CELL AIRTIME	46.05
			631-09-50101-226-000	3/09 EN-CELL SERVICE	32.00
			501-09-50103-226-000	3/09 PW-CELL AIRTIME	13.57
			501-09-50103-226-000	3/09 PW-CELL SERVICE	8.00
			501-09-50101-226-000	3/09 PW-CELL SERVICE	8.00
			501-09-50101-226-000	3/09 PW-CELL AIRTIME	.18
				..... CHECK TOTAL	286.98
84307	4/03	ZEP MANUFACTURING CO.	110-01-51801-382-000	HAND SOAP	792.40
			110-01-51801-382-000	ROLL TOWELS	677.60
			110-01-51801-382-000	BUG SPRAY	174.04
			 CHECK TOTAL	1,644.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84308	4/03	MENARDS (KENOSHA)	110-03-53103-357-000	3/09-ST MERCHANDISE	291.91
			110-03-53103-389-000	3/09-ST MERCHANDISE	219.49
			521-09-50101-344-000	3/09-AR MERCHANDISE	177.97
			110-03-53103-389-000	3/09-ST MERCHANDISE	92.00
			110-02-52203-382-000	3/09-FD STN#4 MERCH	82.69
			110-02-52206-344-000	3/09-FD STN#4 MERCH	74.16
			110-03-53103-389-000	3/09-ST MERCHANDISE	68.88
			110-03-53103-389-000	3/09-ST MERCHANDISE	29.92
			521-09-50101-375-000	3/09-AR MERCHANDISE	24.34
			521-09-50101-357-000	3/09-AR MERCHANDISE	7.87
			521-09-50101-361-000	3/09-AR MERCHANDISE	6.99
			521-09-50101-382-000	3/09-AR MERCHANDISE	5.96
			521-09-50101-344-000	3/09-AR MERC RETURN	11.50CR
				..... CHECK TOTAL	1,070.68
84309	4/03	ARMANDO'S COLLISION CNTR, INC	110-02-52103-711-000	REPAIR SQUAD 2916	1,009.47
84310	4/03	WIS SCTF	110-00-21581-000-000	4/03/09 HRLY DEDUCT	2,024.31
			110-00-21581-000-000	4/03/09 HRLY DEDUCT	10.00
				..... CHECK TOTAL	2,034.31
84311	4/03	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	4/03/09 J.PETRILLO	139.82
84312	4/03	ROCKFORD IND. WELDING	501-09-50104-344-000	3/09-ST SUPPLIES/REP	393.52
			501-09-50104-344-000	3/09-ST SUPPLIES/REP	393.52
			632-09-50101-389-000	2/09-SUPPLIES/MATLS	107.75
			632-09-50101-389-000	3/09-SUPPLIES/MATLS	89.95
			632-09-50101-389-000	2/09-SUPPLIES/MATLS	10.75
				..... CHECK TOTAL	995.49
84313	4/03	WAPC	761-09-50101-264-000	MORESI/ROBERTS	300.00
84314	4/03	PQ SYSTEMS	206-02-52205-322-000	CHARTRUNNER 1.6	195.00
84315	4/03	UW MILWAUKEE	110-02-52107-264-000	BARTHOLOMEW-3/27/09	299.00
			110-02-52107-264-000	BARTHOLOMEW-3/25/09	85.00
				..... CHECK TOTAL	384.00
84316	4/03	PROCESSWORKS INC.	110-00-21578-000-000	3/31/09 CHECK REG	1,583.31
			110-00-21578-000-000	12/2008 CHARGES	404.00
			 CHECK TOTAL	1,987.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84317	4/03	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	3/09 #2390 PARTS/MTR	845.27
84318	4/03	AIRGAS NORTH CENTRAL	206-02-52205-389-000	3/09 FD-OXYGEN CYLM	66.32
			206-02-52205-344-000	3/09 FD-OXYGEN CYLN	41.98
				..... CHECK TOTAL	108.30
84319	4/03	STATE DISBURSEMENT	110-00-21581-000-000	4/03/09 S.WELLS	27.71
84320	4/03	DALE NEHLS & ASSOCIATES	110-05-55109-219-000	3/09 GRAFFITI REMVL	350.00
84321	4/03	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#1655001 COWEN-HOTL	280.00
84322	4/03	BALISTRERI AND ASSOCIATES	110-09-56306-161-000	5/24/08 J HECKER	130.40
84323	4/03	MEDICAL COLLEGE OF WI	206-02-52205-264-000	WALDSCHMIDT-5/1/09	350.00
84324	4/03	AURORA MEDICAL GROUP	110-01-51303-216-000	3/09 SCREENS	983.00
			110-02-52103-219-000	3/09 SCREENS	118.00
				..... CHECK TOTAL	1,101.00
84325	4/03	MILWAUKEE ORTHOPAEDIC GROUP	110-09-56306-161-000	3/20/06 K WALTON	88.00
84326	4/03	ASSOC OF ORTHOPEDIC SURGEONS	110-09-56306-161-000	5/24/09 J HECKER	47.70
84327	4/03	IOD INCORPORATED	110-09-56306-161-000	11/3/08 W HOFFMANN	47.55
			110-09-56306-161-000	2/4/09 D BANDI	7.92
				..... CHECK TOTAL	55.47
84328	4/03	UNITED OCC MEDICINE	110-09-56306-161-000	2/23/09 J DECKER	191.25
			110-09-56306-161-000	11/7/08 S NORD	17.00
				..... CHECK TOTAL	208.25
84329	4/03	AURORA HEALTH CARE	110-09-56306-161-000	11/17/08 B WILSON	2,902.00
			110-09-56306-161-000	2/7/09 E BLOCK	112.64
			110-09-56306-161-000	2/7/09 E BLOCK	112.64
				..... CHECK TOTAL	3,127.28
84330	4/03	BLOCK MD, SPENCER	110-09-56306-161-000	7/18/07 K MIKOLAS	71.55
84331	4/03	SAXON MORTGAGE SERVICES INC	110-00-21106-000-000	2008 TAX-4901 29 AVE	668.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84332	4/03	CASTILLO, ROBERT	110-00-46394-000-000	APPLIANCE STICKER	15.00
84333	4/03	BRYDGES, WILLIAM	110-02-52107-263-000	3/24-26/09 MIDDLETON	50.00
84334	4/03	KENDALL, JAMES K.	110-02-52107-263-000	3/11-13/09-BROOKFLD	24.00
84335	4/03	RIESELDMANN, JOSEPH	110-02-52107-263-000	3/3-6/09-RACINE	32.00
84336	4/03	HECKEL, RICHARD	110-02-52107-263-000	3/11-13/09-BROOKFLD	24.00
84337	4/08	A & B PRO HARDWARE	110-01-51201-311-000	3/09 CT SUPPLIES	17.70
			110-02-52206-344-000	3/09 FD SUPPLIES & S	15.55
			110-02-52103-381-000	3/09 PD SUPPLIES & S	12.17
			110-02-52103-365-000	3/09 PD SUPPLIES & S	10.30
			110-02-52203-382-000	3/09 FD SUPPLIES & S	6.93
				..... CHECK TOTAL	62.65
84338	4/08	BOBCAT PLUS INC	630-09-50101-393-000	HYD. VALVE 26671-505	144.55
84339	4/08	EDM PUBLISHERS	110-02-52201-322-000	FIRE CHIEF'S RENEWAL	98.76
84340	4/08	KENOSHA AREA CONVENTION &	110-00-41204-999-000	PROJ 2009 2ND PYMT	111,110.12
			110-00-41204-999-000	2008 ADJUSTMENT	18,698.87
				..... CHECK TOTAL	129,808.99
84341	4/08	HWY C SERVICE	110-02-52203-344-000	3/09-FD SVC/PARTS	124.83
84342	4/08	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	3/09-AR ELECTRICAL	67.62
			521-09-50101-375-000	3/09-AR ELECTRICAL	28.62
				..... CHECK TOTAL	96.24
84343	4/08	JANTZ AUTO SALES INC	110-02-52103-219-000	3/09-#09-045184 TOW	25.00
84344	4/08	CARDINAL HEALTH	206-02-52205-318-000	3/09 MEDICAL SUPPLIE	366.59
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	339.93
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	240.20
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	218.57
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	109.71
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	92.50
			206-02-52205-318-000	3/09 MEDICAL SUPPLIE	29.55
			 CHECK TOTAL	1,397.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84345	4/08	KENOSHA ANIMAL HOSPITAL	110-02-52103-381-000	3/09-CHICO VET SVC	123.47
			110-02-52103-381-000	3/09-CHICO VET SVCS	67.10
				..... CHECK TOTAL	190.57
84346	4/08	LAKESIDE STEEL & MFG. CO.	110-03-53107-344-000	3/09 ST LABOR & MATE	228.91
			110-03-53107-344-000	3/09 ST LABOR & MATE	228.91
				..... CHECK TOTAL	457.82
84347	4/08	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	3/09 #08-126040 LAB	30.48
			110-02-52101-219-000	3/09 #09-033251 LAB	18.39
				..... CHECK TOTAL	48.87
84348	4/08	KENOSHA NEWS	110-01-51303-326-000	GRASS/WEED INSP AD	145.90
			110-01-51303-326-000	CITY ATTORNY CL AD	133.15
			403-11-50804-588-000	3/09-SHAGBARK POND	130.58
			110-01-51303-326-000	CLERK TYPIST CL AD	129.02
			110-01-51303-326-000	EQUIP OPERATOR AD	121.64
			110-01-51701-321-000	3/09-CD 5500 24 AVE	43.46
			110-00-21104-000-000	3/09-CT GIANNI'S	40.53
			110-00-21104-000-000	3/09-H&J BEER LIC	38.64
			110-01-50901-321-000	3/09-PUB ASSESSMENTS	34.88
				..... CHECK TOTAL	817.80
84349	4/08	RODE'S CAMERA	110-02-52103-365-000	3/09 PD SUPPLIES/PRO	186.95
84350	4/08	KENOSHA COUNTY	110-01-50901-227-000	1-3/09 PHONE CHGS	77.31
84351	4/08	REINDERS INC.	630-09-50101-393-000	3/09 CE PARTS & SERV	82.33
84352	4/08	JOHNSON CONTROLS	110-01-51801-241-000	EMERGENCY REPAIR	1,893.00
84353	4/08	BROOKS TRACTOR, INC.	630-09-50101-393-000	2/09 PARTS & MATERIA	193.80
			630-09-50101-393-000	3/09 PARTS & MATERIA	42.81CR
				..... CHECK TOTAL	150.99
84354	4/08	DON'S AUTO PARTS	630-09-50101-393-000	3/09 SE PARTS & MATE	140.17
84355	4/08	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	1/09-TIRE LEASE	4,137.58
84356	4/08	KENOSHA WATER UTILITY	110-00-21913-000-000	3/09 TEMP PERMITS	32,045.54
			110-00-21914-000-000	3/09 BILL COLLECT	3,910.95
			110-00-21913-000-000	2/08 TEMP PERMITS	3,404.05
			110-03-53113-259-000	2/09 DIGGERS HOTLINE	124.38
			501-09-50105-259-000	2/09 DIGGERS HOTLINE	124.37
			 CHECK TOTAL	39,609.29

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84357	4/08	CCH INCORPORATED	110-01-51101-322-000	09 GOV'T GAAP GUIDE	228.25
84358	4/08	INLAND DETROIT DIESEL	520-09-50201-347-000	3/09-PARTS/MATERIAL	147.62
84359	4/08	BATTERIES PLUS COMMERCIAL	520-09-50201-347-000	3/09 BATTERIES	649.00
			520-09-50201-347-000	3/09 BATTERIES	331.00
			520-09-50201-347-000	3/09 BATTERIES	331.00
			110-03-53109-375-000	3/09 ST BATTERIES &	139.93
			110-02-52203-385-000	3/09 BATTERIES & SUP	133.80
				..... CHECK TOTAL	1,584.73
84360	4/08	CLIFTON GUNDERSON LLP	110-01-50701-211-000	Y/E 2007 AUDIT	1,000.00
84361	4/08	INDUSTRIAL MARKETING	630-09-50101-393-000	3/09-PARTS	46.83
84362	4/08	HOLLAND SUPPLY, INC.	520-09-50202-246-000	3/09-TD HYDRAULICS	286.42
			501-09-50105-344-000	3/09-ST HYDRAULICS	166.54
			520-09-50201-347-000	3/09-TD HYDRAULICS	120.60
			501-09-50105-344-000	3/09-ST HYDRAULICS	50.62
			520-09-50201-347-000	3/09-TD HYDRAULICS	19.20
				..... CHECK TOTAL	643.38
84363	4/08	CITY SEWER CLEANERS, INC.	110-01-51801-246-000	3/09-2ND FLR REPAIR	75.00
84364	4/08	GRIZZLY INDUSTRIAL, INC.	110-03-53103-235-000	BLADE GUARD ASSEMBLY	84.95
84365	4/08	I-WOMEN	110-01-51303-326-000	60 DAY FIRE AD	110.00
84366	4/08	HAMPTON INN & SUITES	632-09-50101-263-000	5/06-08 M. LENCI	160.00
84367	4/08	PARKSIDE TRUE VALUE HARDWARE	110-01-51306-312-000	3/09 SERVICES/SUPPLI	64.72
			110-02-52203-382-000	3/09 SUPPLIES	55.29
				..... CHECK TOTAL	120.01
84368	4/08	AMR INC.	110-01-51701-232-000	MAINTENANCE AGREEMNT	550.00
84369	4/08	JAMES IMAGING SYSTEMS, INC.	110-02-52601-232-000	3/25-4/24/09 COPIER	69.00
			110-01-52001-232-000	3/28-4/27/09 COPIER	31.00
			631-09-50101-232-000	COPIER SERVICE	24.80
			110-03-53101-232-000	OVERAGE CHARGES	21.94
			501-09-50101-232-000	COPIER SERVICE	18.60
			110-03-53101-232-000	COPIER SERVICE	18.60
			110-02-52601-311-000	2/25-3/24/09 OVERAGE	6.38
			110-01-50901-232-000	2/28-3/29/09 OVERAGE	5.61
			 CHECK TOTAL	195.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84370	4/08	LEE PLUMBING, INC.	110-02-52203-241-000	3/09 FD STA 5 BOILER	814.00
			110-02-52203-246-000	3/09 FD STA 5 PLMBG	690.00
				..... CHECK TOTAL	1,504.00
84371	4/08	GFI GENFARE	520-09-50201-347-000	3/09-PARTS	150.62
84372	4/08	UNISOURCE	110-01-51101-311-000	3/09 FN PAPER PRODUC	248.55
84373	4/08	HILLSIDE TRUE VALUE	501-09-50104-344-000	3/09-ST SUPPLIES	36.29
			520-09-50201-317-000	3/09-TD SUPPLIES	31.35
			110-02-52203-344-000	3/09-FD SUPPLIES	25.60
			520-09-50202-246-000	3/09-TD SUPPLIES	9.50
			110-03-53116-382-000	3/09-WA SUPPLIES	5.92
			520-09-50401-249-000	3/09-TD SUPPLIES	4.00
			521-09-50101-344-000	3/09-AR SUPPLIES	3.00
			110-03-53103-389-000	3/09-ST SUPPLIES	2.24
				..... CHECK TOTAL	117.90
84374	4/08	CUMMINS NPOWER, LLC	520-09-50201-347-000	3/09 TD PARTS/SERVIC	1,011.63
			520-09-50201-347-000	2/09 TD PARTS/SERVIC	751.93
			520-09-50201-347-000	3/09 TD PARTS/SERVIC	750.82
			520-09-50201-347-000	3/09 TD PARTS/SERVIC	704.63
			520-09-50201-347-000	3/09 TD PARTS/SERVIC	611.64
			520-09-50201-347-000	2/09 TD PARTS/SERVIC	444.93
			520-09-50201-347-000	2/09 TD PARTS/SERVIC	257.41
			520-09-50201-347-000	2/09 TD PARTS/SERVIC	161.31
			520-09-50201-347-000	3/09 TD PARTS/SERVIC	122.78
			520-09-50201-347-000	3/09 TD PARTS/SERVIC	67.94
				..... CHECK TOTAL	4,885.02
84375	4/08	L & S ELECTRIC INC.	520-09-50401-344-000	REBUILD MOTOR	5,865.00
84376	4/08	HOMETOWN INC.	520-09-50106-341-000	3/09-DIESEL FUEL	12,239.43
84377	4/08	KAR PRODUCTS	520-09-50201-317-000	3/09-SHOP SUPPLIES	355.71
			520-09-50201-317-000	3/09-SHOP SUPPLIES	171.85
				..... CHECK TOTAL	527.56
84378	4/08	KENOSHA STARTER & ALTERNATOR	520-09-50201-347-000	3/09-TD PARTS/LABOR	328.92
			520-09-50201-347-000	3/09-TD PARTS/LABOR	328.92
			 CHECK TOTAL	657.84

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84379	4/08	KUEMMERLING, INC., KARL	110-05-55113-361-000 110-05-55113-361-000	BASSWOOD PRUNER POLE POLE SAW HEAD CHECK TOTAL	587.28 107.88 695.16
84380	4/08	JP MORGAN CHASE BANK	761-00-21513-000-000 761-09-50101-152-000 761-00-21511-000-000 761-09-50101-158-000 761-00-21514-000-000	3/09 KCM DEDUCTS 3/09 KCM DEDUCTS 3/09 KCM DEDUCTS 3/09 KCM DEDUCTS 3/09 KCM DEDUCTS CHECK TOTAL	486.00 317.12 317.12 74.17 74.16 1,268.57
84381	4/08	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	4-6/09 MAINT	109.41
84382	4/08	HANSMANN PRINTING	110-02-52103-311-000	3/09-RADAR/TOW PADS	176.00
84383	4/08	GEMPLER'S, INC	110-05-55109-353-000 110-05-55109-353-000 110-05-55109-353-000 110-05-55109-353-000	PRESSURE HOSE PUMP REPAIR KIT VALVE TANK LID O-RING CHECK TOTAL	101.00 88.50 70.00 62.15 321.65
84384	4/08	SHERWIN INDUSTRIES	110-03-53103-355-000	3/09 COLD PATCH PROD	2,125.98
84385	4/08	DELL COMPUTERS	110-01-51102-539-000	LAPTOP	878.15
84386	4/08	WIS DEPT OF COMMERCE	110-00-15201-000-000	LIBRARY BOILER CERT	70.00
84387	4/08	BELLE CITY FIRE EXTINGUISHER	501-09-50105-259-000 110-02-52203-389-000	3/09 ST EXTINGUISHER 3/09 FD EXTINGUISHER CHECK TOTAL	104.20 62.45 166.65
84388	4/08	CENTRAL HIGH SCHOOL	110-00-21812-000-000	08 TAX ROLL STLMNT	4,469.34
84389	4/08	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	08 TAX ROLL STLMNT	7,867.84
84390	4/08	CHASE BANK-DTC	399-00-22203-000-000 305-00-22203-000-000 398-00-22203-000-000 306-00-22203-000-000 304-00-22203-000-000 310-00-22203-000-000 309-00-22203-000-000	4/1/09 PRINC & INT 4/1/09 PRINC & INT CHECK TOTAL	5,311,093.56 961,038.76 721,320.50 98,599.30 74,153.52 40,828.27 18,010.34 7,225,044.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84391	4/08	REFRIGERANT RECOVERY INC	110-03-53116-219-000	3/09 DISPOSAL WHITE	182.00
84392	4/08	ARBITRAGE REBATE COMPANY	491-11-50101-219-000 399-12-50198-219-000 399-12-50198-219-000	03B REF ISSUE 04A REF ISSUE 04C REF ISSUE CHECK TOTAL	2,500.00 2,500.00 2,500.00 7,500.00
84393	4/08	GATEWAY TECH COLLEGE	110-00-21803-000-000	08 TAX ROLL STLMNT	88,351.50
84394	4/08	PARIS JT. 1 SCHOOL DISTRICT	110-00-21813-000-000	08 TAX ROLL STLMNT	601.43
84395	4/08	URBAN LEAGUE OF RACINE/KENO	258-06-50602-259-000	#1658542 SUBGR AGMT	785.91
84396	4/08	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	3/09-BUS PARTS 3/09-BUS PARTS 2/09-BUS PARTS 3/09-BUS PARTS 3/09-BUS PARTS 3/09-BUS PARTS 3/09-BUS PARTS 3/09-BUS PARTS 3/09-BUS PARTS 3/09-BUS PARTS CHECK TOTAL	2,085.99 876.29 862.32 476.00 412.70 277.46 171.94 169.60 80.18 5,412.48
84397	4/08	JOHNSON BANK	110-00-11301-000-000	30 DAY CD .76%	5,000,000.00
84398	4/08	AIRGAS NORTH CENTRAL	521-09-50101-344-000	3/09 INDUSTRIAL GAS	11.49
84399	4/08	OFFICE MAX	110-01-51201-362-000	PANELS/ACCESSORIES	920.55
84400	4/08	RED THE UNIFORM TAILOR	110-02-52206-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 110-02-52206-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 520-09-50101-367-000 520-09-50101-367-000	3/09-FD UNIFORMS 3/09-POLICE UNIFORMS 3/09 POLICE UNIFORMS 3/09-FD UNIFORMS 3/09-FD UNIFORMS 3/09-FD UNIFORMS 3/09-FD UNIFORMS 3/09-FD UNIFORMS 2/09-UNIFORM ITEMS 3/09-FD UNIFORMS 2/09-UNIFORM ITEMS 3/09-FD UNIFORMS 2/09-FD UNIFORMS 2/09-FD UNIFORMS 2/09-FD UNIFORMS 2/09-UNIFORM ITEMS 3/09-FD UNIFORMS 3/09-FD UNIFORMS 2/09-UNIFORM ITEMS 2/09-UNIFORM ITEMS 2/09-UNIFORM ITEMS	660.25 318.00 303.90 209.85 209.85 209.85 203.05 186.50 185.40 163.30 139.90 139.90 139.90 130.00 123.45 117.90 115.40 108.25 96.50

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50101-367-000	2/09-UNIFORM ITEMS	79.50
			520-09-50101-367-000	1/09-UNIFORM ITEMS	78.10
			110-02-52206-367-000	3/09-FD UNIFORMS	69.95
			520-09-50101-367-000	2/09-UNIFORM ITEMS	68.15
			110-02-52206-367-000	3/09-FD UNIFORMS	66.00
			520-09-50101-367-000	2/09-UNIFORM ITEMS	62.70
			520-09-50101-367-000	2/09-UNIFORM ITEMS	51.00
			110-02-52206-367-000	3/09-FD UNIFORMS	12.00
			110-02-52103-367-000	3/09 POLICE UNIFORMS	9.95
				..... CHECK TOTAL	4,258.50
84401	4/08	INTEGRIAN/DIGITAL PATROLLER	110-02-52103-231-000	12 MONTH WARRANTY	8,725.00
84402	4/08	CLARK DIETZ, INC	409-11-50906-589-000	CNTY "N" SERV	61,096.19
84403	4/08	LGIP MUSEUM	110-00-21805-000-000	WIRE TRANS 4/01/09	148,900.00
84404	4/08	HARP, JOHN E	110-00-21904-000-000	CASH BOND J799509	3.00
84405	4/08	FREESE, MATTHEW R	110-00-21904-000-000	M. PARKER BOND	94.50
84406	4/08	ALONSO-HIGAREDA, ABDUL	110-00-21904-000-000	CASH BOND J798822	37.80
84407	4/08	APWA 2009 WISCONSIN CHAPTER	632-09-50101-264-000	M. LENCI #119161	180.00
84408	4/08	GRINNELL, RONALD S	110-00-21109-000-000	COURT PAYMENT	28.20
84409	4/08	CORRETTI DEVELOPMENT LLC	501-09-50101-433-000	ID 32039 EHU CREDIT	59.62
84410	4/08	STEWART, BRAD	110-02-52601-261-000	3/09 MILEAGE	339.90
84411	4/08	ENGEN, MITCH	110-02-52601-261-000	3/09 MILEAGE	115.50
			110-02-52601-226-000	2/09 CELL PHONE	14.68
				..... CHECK TOTAL	130.18
84412	4/08	GELICHE, TONY	110-01-51701-261-000	3/24/09-MADISON	129.65
			110-01-51701-263-000	3/24/09-MADISON	8.00
				..... CHECK TOTAL	137.65
84413	4/08	TORCIVIA, NICK	110-02-52601-261-000	3/09 MILEAGE	207.90

START DATE FOR SUMMARY: 4/01 END DATE FOR SUMMARY: 4/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84414	4/08	BAUMANN, RICHARD H.	110-02-52601-261-000	3/09 MILEAGE	378.40
84415	4/08	SWARTZ, MARTHA E.	110-02-52601-261-000	3/09 MILEAGE	162.80
84416	4/08	COVELLI, PAUL	110-01-50901-261-000	3/09 MILEAGE	155.65
84417	4/08	HILLESLAND, RICHARD	110-02-52601-261-000	3/09 MILEAGE	273.35
			110-02-52601-226-000	2/09 CELL PHONE	14.68
				..... CHECK TOTAL	288.03
84418	4/08	MIKOLAS, KEVIN	110-02-52601-261-000	3/09 MILEAGE	441.65
84419	4/08	WILKE, BRIAN	110-01-51701-261-000	3/09 MILEAGE	61.05
84420	4/08	DEATES, PETER J	110-02-52103-263-000	3/31/09 WINNEBAGO	12.00
84421	4/08	CHIAPPETTA, LOUIS	110-02-52601-261-000	3/09 MILEAGE	149.05
84422	4/08	CRUEY, EDWARD	110-01-50901-261-000	3/09 MILEAGE	94.60
84423	4/08	BENVENUTO, NICHOLAS	110-02-52103-263-000	3/31/09 WINNEBAGO	12.00
84424	4/08	DUMKE, JOHN E.	110-02-52601-261-000	3/09 MILEAGE	172.15
84425	4/08	HONEYAGER, CATHY	501-09-50101-261-000	2/25/09 UWM CLASS	39.38
84426	4/08	JANTZEN, DENNIS	110-02-52601-261-000	3/09 MILEAGE	562.65
84427	4/08	SANCHEZ, MARGARITO	110-02-52601-261-000	3/09 MILEAGE	249.70
84428	4/08	SANTELLI, GUY	110-02-52204-262-000	AIR TICKET NAME CHG	100.00
84429	4/09	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	4/10/09 CITY HRLY	16,993.12
			110-00-21562-000-000	4/10/09 WATER HRLY	4,023.00
			110-00-21562-000-000	4/10/09 MUSEUM HRLY	115.00
				..... CHECK TOTAL	21,131.12
84430	4/09	BANK ONE, KENOSHA	110-00-21513-000-000	4/10/09 HRLY DEDUCT	24,750.69
			110-00-21612-000-000	4/10/09 HRLY DEDUCT	13,606.93
			110-00-21511-000-000	4/10/09 HRLY DEDUCT	13,606.89
			110-00-21614-000-000	4/10/09 HRLY DEDUCT	3,281.52
			110-00-21514-000-000	4/10/09 HRLY DEDUCT	3,281.17
			 CHECK TOTAL	58,527.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84431	4/09	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	4/10/09 B.GARRETT	127.08
84432	4/09	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	4/10/09 JURKIEWICZ	2.57
84433	4/09	WIS DEPT OF NATURAL RESOURCE	405-11-50905-589-000	PRMT/DREDGE HARBOR	500.00
84434	4/09	WIS SCTF	110-00-21581-000-000	4/10/09 HRLY DEDUCT	1,956.48
84435	4/09	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	4/10/09 J.PETRILLO	139.82
84436	4/09	LINN, MARCIA	110-02-52201-263-000	4/09 REPLENISH	48.15
			110-02-52204-344-000	4/09 REPLENISH	19.42
			206-02-52205-261-000	4/09 REPLENISH	13.20
			723-00-21981-000-000	4/09 REPLENISH	12.21
			110-01-51303-263-000	4/09 REPLENISH	6.00
			110-01-51306-312-000	4/09 REPLENISH	2.91
				..... CHECK TOTAL	101.89
84437	4/09	PROCESSWORKS INC.	110-00-21578-000-000	4/07/09 CHECK REG	4,067.01
84438	4/09	PROCESSWORKS, INC.	110-09-56310-219-000	3/09 ADMIN CHARGES	560.68
84439	4/09	RIMKUS, JASON	761-09-50101-111-000	4/01-15/09 SERVICES	1,735.13
			761-00-21514-000-000	4/01-15/09 SERVICES	25.16CR
			761-00-21599-000-000	4/01-15/09 SERVICES	86.75CR
			761-00-21512-000-000	4/01-15/09 SERVICES	97.00CR
			761-00-21511-000-000	4/01-15/09 SERVICES	107.58CR
			761-00-21513-000-000	4/01-15/09 SERVICES	173.00CR
				..... CHECK TOTAL	1,245.64
84440	4/09	PIRO, RALPH	761-09-50101-111-000	4/10-15/09 SERVICES	822.29
			761-00-21514-000-000	4/10-15/09 SERVICES	11.92CR
			761-00-21512-000-000	4/10-15/09 SERVICES	37.30CR
			761-00-21513-000-000	4/10-15/09 SERVICES	50.00CR
			761-00-21511-000-000	4/10-15/09 SERVICES	50.98CR
				..... CHECK TOTAL	672.09
84441	4/09	AFLAC	110-00-21535-000-000	4/09 SAL DEDUCTS	1,852.20
			110-00-21535-000-000	2/27-3/20/09 DEDUCT	521.56
			110-00-21536-000-000	4/09 SAL DEDUCTS	397.00
			110-00-21536-000-000	2/27-3/20/09 DEDUCT	237.00
			 CHECK TOTAL	3,007.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84442	4/09	SPECTERA, INC.	110-00-21534-000-000	4/09 DEDUCTS	1,695.68
84443	4/09	STATE DISBURSEMENT	110-00-21581-000-000	4/10/09 S.WELLS	27.71
84444	4/09	HANEY, PENNEY	110-03-53101-261-000	1-2/09 MILEAGE	18.81
			110-03-53101-261-000	11-12/08 MILEAGE	8.25
				..... CHECK TOTAL	27.06
84445	4/15	BINDELLI BROTHERS, INC	110-09-56501-259-000	3/09 4718 24TH AVE	352.00
			110-09-56501-259-000	3/09 4221 56TH AVE	80.00
			110-09-56501-259-000	3/09 2414/16-55TH ST	80.00
				..... CHECK TOTAL	512.00
84446	4/15	RNOW, INC.	630-09-50101-393-000	3/09-PARTS/MATERIALS	1,086.22
84447	4/15	CHESTER ELECTRONICS SUPPLY	110-01-51102-539-000	4/09 DP PARTS & MATE	54.98
			110-02-52201-311-000	4/09 FD PARTS & MATE	29.99
			632-09-50101-389-000	3/09 SE PARTS & MATE	5.94
			110-03-53103-385-000	3/09 ST PARTS & MATE	2.99
			110-03-53103-385-000	4/09 ST PARTS & MATE	1.90
				..... CHECK TOTAL	95.80
84448	4/15	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	3/09-ST ELEC MAT'LS	9.81
84449	4/15	GENERAL COMMUNICATIONS, INC.	110-02-52103-365-000	BOOM MIC	329.00
			110-02-52103-365-000	HEADSET	285.00
				..... CHECK TOTAL	614.00
84450	4/15	ICMA RETIREMENT TRUST	110-00-21572-000-000	4/01-15/09 CONTRIB	65,668.95
84451	4/15	CARDINAL HEALTH	206-02-52205-318-000	3/09 MEDICAL SUPPLIE	353.30
84452	4/15	WIS DEPT OF REVENUE	110-09-56507-259-999	3/09 SALES TAX	415.54
84453	4/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	4/15/09 CITY SAL	50,013.08
			110-00-21562-000-000	4/15/09 WATER SAL	9,583.50
			110-00-21562-000-000	4/15/09 LIBRARY SAL	8,816.50
				..... CHECK TOTAL	68,413.08
84454	4/15	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	4/09 ANIMAL CONTROL	11,282.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84455	4/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	4/15/09 CITY SAL	1,897.37
			110-00-21541-000-000	4/15/09 LIBRARY SAL	383.00
			110-00-21541-000-000	4/15/09 WATER SAL	148.17
				..... CHECK TOTAL	2,428.54
84456	4/15	LABOR PAPER, THE	401-11-50704-586-000	3/09-PW RESURF II	29.56
84457	4/15	UNITED HOSPITAL SYSTEMS INC	110-09-56306-161-000	12/4/08 T HANSEN	3,051.63
			110-02-52101-219-000	3/09 09-033251 LAB	47.30
			110-02-52101-219-000	3/09 09-038989 LAB	47.30
			110-02-52102-219-000	3/09 09-023060 RPT	20.56
			110-02-52102-219-000	3/09 09-005722 REC	17.15
				..... CHECK TOTAL	3,183.94
84458	4/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	4/15/09 SAL DEDUCT	92,161.00
84459	4/15	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	5/09 PREMIUM	11,905.58
			110-09-56304-156-000	5/09 PREMIUM	5,782.26
			110-00-15601-000-000	5/09 PREMIUM	1,481.77
			110-00-15201-000-000	5/09 PREMIUM	1,099.64
			520-09-50101-156-000	5/09 PREMIUM	577.03
			110-00-15202-000-000	5/09 PREMIUM	358.51
			631-09-50101-156-000	5/09 PREMIUM	271.32
			632-09-50101-156-000	5/09 PREMIUM	177.79
			110-00-14401-000-000	5/09 PREMIUM	112.85
			520-09-50201-156-000	5/09 PREMIUM	91.19
			520-09-50301-156-000	5/09 PREMIUM	80.84
			520-09-50105-156-000	5/09 PREMIUM	67.03
			521-09-50101-156-000	5/09 PREMIUM	51.22
			110-00-13127-000-000	5/09 PREMIUM	30.00
			630-09-50101-156-000	5/09 PREMIUM	20.62
			501-09-50101-156-000	5/09 PREMIUM	20.05
			501-09-50103-156-000	5/09 PREMIUM	11.45
			520-09-50401-156-000	5/09 PREMIUM	4.04
			501-09-50102-156-000	5/09 PREMIUM	2.92
			501-09-50105-156-000	5/09 PREMIUM	2.76
				..... CHECK TOTAL	22,148.87
84460	4/15	NOTARY BOND RENEWAL SERVICE	110-01-50901-311-000	HIGGINS 4 YEAR BOND	25.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84461	4/15	RAGAN, BRAD/WINGFOOT	520-09-50106-346-000	2/09-TIRE REPAIR SVC	67.50
84462	4/15	SCHULTZ, JAMES M.	110-02-52601-226-000	3/09 CELL PHONE	14.68
			110-02-52601-226-000	2/09 CELL PHONE	14.68
			110-02-52601-226-000	1/09 CELL PHONE	14.68
				..... CHECK TOTAL	44.04
84463	4/15	WIS DEPT OF REVENUE	110-00-21512-000-000	3/16-31/09 DEDUCTS	116,129.71
84464	4/15	WE ENERGIES	520-09-50301-222-000	#14 02/27-03/27	5,309.34
			110-01-51801-221-000	#14 02/26-03/26	4,125.22
			520-09-50301-221-000	#14 02/27-03/27	3,501.68
			110-03-53116-222-000	#14 02/26-03/27	2,267.59
			521-09-50101-221-000	#14 03/01-03/30	1,951.21
			520-09-50401-221-000	#14 01/27-03/26	1,762.41
			521-09-50101-221-000	#14 02/27-03/26	1,304.38
			110-02-52203-222-000	#14 02/25-03/26	1,116.40
			521-09-50101-222-000	#14 03/01-03/30	1,050.38
			110-02-52203-222-000	#14 03/01-03/30	981.89
			110-03-53109-221-000	#14 03/03-04/01	915.74
			110-02-52203-221-000	#14 03/01-03/30	739.45
			110-03-53109-221-000	#14 03/01-03/30	646.81
			521-09-50101-222-000	#14 03/01-03/30	621.81
			110-05-55103-222-000	#14 03/03-04/01	605.31
			110-03-53109-221-000	#14 03/02-03/31	598.24
			110-01-51802-221-000	#14 02/26-03/27	571.62
			110-02-52203-222-000	#14 02/24-03/25	534.34
			110-03-53109-221-000	#14 02/24-03/26	459.28
			521-09-50101-222-000	#14 03/03-04/01	412.53
			110-03-53109-221-000	#14 02/26-03/29	362.07
			110-02-52110-221-000	#14 02/25-03/26	358.60
			110-03-53103-221-000	#14 03/03-04/01	257.38
			110-03-53109-221-000	#14 03/04-04/02	190.22
			110-02-52110-222-000	#14 02/25-03/26	183.64
			110-05-55111-221-000	#14 02/26-03/27	116.58
			110-03-53109-221-000	#14 02/25-03/26	96.73
			110-05-55109-221-000	#14 03/02-03/31	46.91
			110-05-55109-221-000	#14 03/04-04/02	35.32
			110-03-53103-221-000	#14 02/26-03/29	31.52
			110-05-55109-221-000	#14 02/26-03/29	13.63
			110-05-55109-222-000	#14 02/26-03/29	8.68
			110-05-55111-222-000	#14 02/25-03/26	8.12
			110-02-52103-222-000	#14 03/02-03/31	8.12
			 CHECK TOTAL	31,193.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84465	4/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	4/15/09 H.TOLBERT	205.83
84466	4/15	FEDERAL RESERVE BANK OF	110-00-21561-000-000	4/09 SAVINGS BONDS	500.00
84467	4/15	FIRE SAFETY MEDIA	110-02-52204-383-000	PUBL EDUC. MATERIALS	4,770.00
84468	4/15	KENOSHA WATER UTILITY	231-06-51610-259-000	#165988 UTILITIES	42.54
			285-06-51603-259-000	#1659810 UTILITIES	8.88
			285-06-51603-259-000	#1659812 UTILITIES	7.28
			283-06-50208-259-000	#1659814 UTILITIES	7.28
			284-06-51608-259-000	#1659813 UTILITIES	6.28
				..... CHECK TOTAL	72.26
84469	4/15	WIS FUEL & HEATING INC	630-09-50101-393-000	3/09-CE LUBRICANTS	1,344.00
			520-09-50202-246-000	3/09-TD LUBRICANTS	189.75
				..... CHECK TOTAL	1,533.75
84470	4/15	UNION GROVE LUMBER AND	285-06-51603-259-000	#1659061 MATERIALS	1,577.48
84471	4/15	SECRETARY OF STATE	110-01-50901-311-000	HIGGINS	20.00
84472	4/15	INLAND DETROIT DIESEL	520-09-50201-344-000	3/09-TD PARTS/MATLS	989.87
			630-09-50101-393-000	3/09-SE PARTS/MAT'L	205.68
			630-09-50101-393-000	3/09-SE PARTS/MAT'L	105.00
				..... CHECK TOTAL	1,300.55
84473	4/15	BUENCAMINO, ERNEST E. M.D.	110-09-56306-161-000	12/19/09 R LAFOND	71.55
84474	4/15	BANK ONE, KENOSHA	110-00-21513-000-000	4/15/09 SAL DEDUCT	191,434.74
			110-00-21511-000-000	4/15/09 SAL DEDUCT	71,881.92
			110-00-21612-000-000	4/15/09 SAL DEDUCT	71,881.39
			110-00-21614-000-000	4/15/09 SAL DEDUCT	21,524.14
			110-00-21514-000-000	4/15/09 SAL DEDUCT	21,524.03
				..... CHECK TOTAL	378,246.22
84475	4/15	M & P EXCAVATING, INC.	519-09-50124-249-000	LOT 24	990.00
			520-09-50202-249-000	LOT 23, 13TH AVE.	700.00
			519-09-50116-249-000	LOT 16, 5TH AVE.	520.00
			519-09-50103-249-000	LOT 3 58TH ST.	460.00
			519-09-50121-249-000	LOT 21, 57TH ST.	230.00
			519-09-50106-249-000	LOT 6, 63RD ST.	230.00
			 CHECK TOTAL	3,130.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84476	4/15	AT&T	110-01-51801-225-000	03/28-04/27 653-7213	562.88
			110-02-52108-225-000	04/04-05/03 656-1234	195.98
			110-01-51801-227-000	03/28-04/28 653-8297	98.66
			206-02-52205-225-000	03/28-04/27 653-9156	28.49
			521-09-50101-225-000	04/04-05/03 656-1586	27.52
			110-01-51801-225-000	04/01-04/30 605-9294	27.51
			110-01-51801-225-000	03/28-04/27 942-8834	27.18
			110-05-55111-225-000	03/28-04/27	25.12
				..... CHECK TOTAL	993.34
84477	4/15	ZILSKE LAW FIRM S C	110-09-56306-212-000	3/1/04 J KISER	574.50
84478	4/15	WISCONSIN SCREEN PROCESS, INC	110-02-52203-344-000	STRIPING-TRK 4 NFPA	193.00
84479	4/15	OFFICEMAX	110-02-52601-311-000	3/09 DH #1080 OFFICE	250.63
			110-02-52601-311-000	4/09 DH #1080 OFFICE	126.84
			110-02-52103-311-000	3/09 PD #1083 OFFICE	62.06
			110-01-51901-311-000	3/09 CT #1082 OFFICE	58.93
			110-02-52601-311-000	3/09 DH #1080 OFFICE	36.24
			110-01-51901-311-000	3/09 CT #1082 OFFICE	23.00
			110-01-51301-311-000	3/09 AD #1081 OFFICE	15.72
			222-09-50101-311-000	3/09 AD #1081 OFFICE	6.66
			110-02-52103-311-000	3/09 PD #1083 RETRN	16.14CR
			110-01-51901-311-000	3/09 CT #1082 RETRN	20.55CR
			110-02-52601-311-000	4/09 DH #1080 RETRN	36.24CR
	..... CHECK TOTAL	507.15			
84480	4/15	ACTION TRAINING SYSTEMS	110-02-52206-383-000	UPGRADE FROM FITS	107.00
84481	4/15	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	30 CITATION BKS	30.00
84482	4/15	PFEIFFER, GEORGIE	110-02-52203-165-000	4/09 BENEFITS	218.17
84483	4/15	PREISS, IRENE	110-02-52203-165-000	4/09 BENEFITS	410.53
84484	4/15	TUDJAN, EDWARD	110-02-52203-165-000	4/09 BENEFITS	941.50
84485	4/15	ZAK, PAUL	110-02-52203-165-000	4/09 BENEFITS	861.97
84486	4/15	REESMAN'S EXCAVATING, INC.	449-11-50501-589-000	EST 2-KAT SUBDIVISN	250,322.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84487	4/15	WIS DEPT OF REVENUE	110-00-21581-000-000	3/01-31/09 DEDUCTS	481.62
84488	4/15	LINCOLN CONTRACTORS SUPPLY	110-03-53103-389-000	3/09-ST SUPPLIES	283.00
			501-09-50105-361-000	3/09-ST SUPPLIES	172.05
			110-03-53103-344-000	3/09-ST TOOLS/SUPP	111.89
			110-03-53109-361-000	3/09-ST SUPPLIES	52.43
				..... CHECK TOTAL	619.37
84489	4/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	4/15/09 SAL DEDUCT	724.00
84490	4/15	SOUTHWAY SUPPLY	285-06-51603-259-000	#1659059 MATERIALS	1,294.17
			285-06-51603-259-000	#1659059 MATERIALS	161.00
				..... CHECK TOTAL	1,455.17
84491	4/15	BENEFICIAL WISCONSIN, INC	110-00-21581-000-000	4/15/09 A.DETLOFF	155.28
84492	4/15	GORDIE BOUCHER FORD OF KENO	206-02-52205-344-000	SESNOR MED 5	64.71
84493	4/15	VERIZON NORTH	110-02-52203-225-000	3/22-4/22/09 FIRE	41.51
84494	4/15	CITY SEWER CLEANERS, INC.	110-02-52203-246-000	FLOOR DRAIN STA 5	165.00
84495	4/15	DURRANT GROUP, THE	415-11-50901-583-000	3/09 ARCHITECT SERV	4,375.00
84496	4/15	CRAFTSMAN BOOK COMPANY	110-02-52601-316-000	CD-ROM ESTIMATOR,	94.03
84497	4/15	ROSS & WHITE COMPANY	520-09-50202-246-000	SWITH	140.00
			520-09-50202-246-000	SWITCH/BUTTON	129.21
				..... CHECK TOTAL	269.21
84498	4/15	SQUAD FITTERS, INC.	110-02-52103-369-000	TICKET BOOK HOLDER	58.45
84499	4/15	SPRINT	110-02-52102-219-000	TXT RETRV 09-032639	60.00
84500	4/15	T.W. NELSON CONSTRUCTION CO	110-02-52203-582-000	EMERGENCY COUNTERTOP	1,952.00
84501	4/15	AMERICAN ASSOCIATION OF	110-02-52204-323-000	T. COX MEMBERSHIP	175.00
84502	4/15	URBAN & TAYLOR S.C.	110-09-56306-212-000	1/22/06 J POLTROCK	2,362.71

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84503	4/15	CHICAGO REGIONAL CHAPTER SRA	110-01-51101-264-000	SHAMISPOUR 5/08/09	45.00
84504	4/15	AMERICAN GRANT WRITERS ASSC	110-02-52204-323-000	T. COX MEMBERSHIP	50.00
84505	4/15	GUTTORMSEN, HARTLEY &	110-01-50101-219-000	3/09 SERVICES	1,075.00
84506	4/15	JAMES IMAGING SYSTEMS, INC.	110-02-52601-362-000	FAX BOARD	845.00
84507	4/15	LEE PLUMBING, INC.	110-02-52203-241-000	3/09-FD STN#5 BOILER	373.05
84508	4/15	WISCONSIN ALLIANCE	110-01-51301-263-000	3/20/09 MEETING	40.00
84509	4/15	PALMEN MOTORS	783-00-21995-000-000	2009 JEEP PATRIOT	18,571.00
84510	4/15	MALSACK, J	461-11-50701-581-000	3/09 SNOW RMVL-PR/B	855.00
			463-11-50602-219-000	3/09 SNOW RMVL-PR/A	755.00
			401-11-50612-581-000	3/09 SNOW RMVL-PR/C	455.00
			463-11-50602-219-000	3/09 ADD'L SNOW RMVL	170.30
			401-11-50612-581-000	3/09 ADD'L SNOW RMVL	42.75
				..... CHECK TOTAL	2,278.05
84511	4/15	JENSEN TOWING	110-02-52203-344-000	TOW-ENGINE#2	264.00
84512	4/15	REGISTER OF DEEDS	110-01-50101-321-000	RECORD ORD 17-09	21.00
84513	4/15	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	3/09-MERCH/PARTS	100.00
84514	4/15	HARBORSIDE MOBIL	110-03-53109-341-000	2/09-ST FURNISH CNG	37.86
			110-05-55109-341-000	2/09-PA FURNISH CNG	9.79
			110-02-52203-344-000	2/09-FD CAR WASH	8.00
			501-09-50105-341-000	2/09-ST FURNISH CNG	2.76
				..... CHECK TOTAL	58.41
84515	4/15	ORGANIZATION DEVELOPMENT	110-01-51303-219-000	EXEC ASSESS BURRELL	755.00
84516	4/15	KENOSHA COUNTY TREASURER	110-04-54101-252-000	4/09 HEALTH SERVICES	82,769.50
84517	4/15	DUECO, INC	110-05-55113-344-000	REPAIRS TO 2889	3,071.26
84518	4/15	NYBERG TROPHIES & AWARDS	110-01-50605-219-000	MEDALS ENGRAVED	500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84519	4/15	HANSMANN PRINTING	110-01-51303-311-000	3/09 HR-JOB LINE BC	56.00
84520	4/15	NORTHLAND EQUIPMENT	110-05-55109-579-000	CANTILEVER LIFTGATE	6,773.00
84521	4/15	WASTE MANAGEMENT	633-09-50101-253-000	4/09-LI WEEKLY SVC	57.23
			521-09-50101-219-000	4/09-AR PAPER RECYCL	50.00
			110-01-51801-246-000	4/09-MB PULL CHGS	50.00
			110-05-55109-246-000	4/09-PA PAPER RECYCL	35.00
				..... CHECK TOTAL	192.23
84522	4/15	O'CONNOR, DUMEZ,	110-09-56306-212-000	7/18/07 K MIKOLAS	308.00
84523	4/15	J & M RECOVERY & TOWING	110-02-52103-219-000	4/09-#09-048841 TOW	110.00
			110-02-52103-219-000	3/09-#09-046671 TOW	25.00
				..... CHECK TOTAL	135.00
84524	4/15	MENARDS (KENOSHA)	520-09-50202-246-000	3/09-TD MERCHANDISE	134.98
			110-02-52203-382-000	3/09-FD STN#7 MERCH	97.37
			110-02-52203-382-000	3/09-FD STN#3 MERCH	45.70
			520-09-50202-246-000	3/09-TD MERCHANDISE	33.94
			110-02-52203-353-000	3/09-FD STN#7 MERCH	33.76
			110-03-53116-389-000	3/09-WA MERCHANDISE	28.95
			520-09-50202-246-000	3/09-TD MERCHANDISE	28.26
			520-09-50202-246-000	3/09-TD MERCHANDISE	28.24
			520-09-50401-317-000	2/09-TD MERCHANDISE	24.76
			632-09-50101-389-000	3/09-SE MERCHANDISE	23.98
			110-02-52203-382-000	3/09-FD STN#1 MERCH	20.90
			521-09-50101-344-000	3/09-AR MERCHANDISE	15.56
			632-09-50101-389-000	3/09-SE MERCHANDISE	7.92
				..... CHECK TOTAL	524.32
84525	4/15	SHERWIN INDUSTRIES	630-09-50101-393-000	3/09 PARTS AND SERVI	224.40
84526	4/15	CRYSTAL'S, S J	110-02-52206-367-000	4/09 UNIFORMS	210.00
84527	4/15	KASDORF, LEWIS & SWIETLIK	110-09-56306-212-000	9/11/03 T PFLUEGER	567.16
84528	4/15	FREEDOM HYDRAULICS	630-09-50101-393-000	3/09 REPAIRS/SUPPLIE	2,015.00
			630-09-50101-393-000	3/09 REPAIRS/SUPPLIE	930.00
			 CHECK TOTAL	2,945.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84529	4/15	PLATINUM SYSTEMS	110-02-52206-316-000 110-02-52206-316-000	ADOBE ACROBAT 9 PRO EASY MEDIA CREATOR CHECK TOTAL	426.00 116.00 542.00
84530	4/15	COUNTRYWIDE TAX SERV. CORP	110-00-21106-000-000	2008 TAX-7201 7 AVE	86.79
84531	4/15	WIS SCTF	110-00-21581-000-000	4/15/09 SAL DEDUCT	9,195.63
84532	4/15	TOWN OF BRISTOL	501-09-50102-219-000	EDUCATIONAL OUTREACH	2,100.00
84533	4/15	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000 630-09-50101-393-000	3/09 #3501 RADIATOR 3/09 #2386 RADIATOR CHECK TOTAL	480.00 400.00 880.00
84534	4/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	4/15/09 M.RIVERA	746.00
84535	4/15	FLOYD'S TOWING INC	520-09-50201-344-000	TOW BUS 2731/3504	275.00
84536	4/15	SNAP-ON INDUSTRIAL	110-03-53103-235-000	3/09 ST-TOOLS/REPAIR	211.00
84537	4/15	AUTO GLASS SPECIALISTS, INC.	520-09-50201-344-000	2/09 TD GLASS & ACCE	150.00
84538	4/15	WIS DEPT OF TRANS-TV RP UNIT	110-02-52103-257-000	ACCOUNT DEPOSIT	5,000.00
84539	4/15	TIME WARNER CABLE	110-01-51102-233-000	4/09 AIRPORT-ROADRN	139.95
84540	4/15	FOLLETT KENOSHA BOOKSTORE	206-02-52205-322-000 206-02-52205-322-000	EMERGENCY CARE BOOKS EMERGENCY CARE BOOKS CHECK TOTAL	82.00 46.25 128.25
84541	4/15	CINTAS CORP	632-09-50101-259-000 632-09-50101-259-000 632-09-50101-259-000 632-09-50101-259-000 520-09-50201-367-000 520-09-50201-367-000 520-09-50201-367-000 520-09-50201-367-000 110-02-52203-259-000 110-02-52203-259-000 110-02-52203-259-000 110-02-52203-259-000	3/09 SE UNIFORM/GLOV 3/09 SE UNIFORM/GLOV 3/09 SE UNIFORM/GLOV 3/09 SE UNIFORM/GLOV 3/09 TD UNIFORM/GLOV 3/09 TD UNIFORM/GLOV 3/09 TD UNIFORM/GLOV 3/09 TD UNIFORM/GLOV 3/09 FD UNIFORM/GLOV 3/09 FD UNIFORM/GLOV 3/09 FD UNIFORM/GLOV 3/09 FD UNIFORM/GLOV CHECK TOTAL	159.28 151.78 106.28 98.78 72.29 70.54 70.54 70.54 30.00 30.00 22.01 22.01 904.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84542	4/15	CPR SERVICES INC.	632-09-50101-235-000	PERFORM ANNUAL MAINT	419.73
84543	4/15	MIDWEST GRAPHICS SERVICES	409-11-50906-589-000	3/09-38 ST RECONSTR	708.00
84544	4/15	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	3/09-FD EXTERMINATE	161.00
			521-09-50101-246-000	3/09-AR EXTERMINATE	70.00
			520-09-50202-246-000	3/09-TD EXTERMINATE	55.00
			521-09-50101-246-000	3/09-AR EXTERMINATE	50.00
			110-01-51801-246-000	3/09-MB EXTERMINATE	32.00
			110-05-55109-246-000	3/09-PA EXTERMINATE	26.00
			110-03-53116-246-000	3/09-WA EXTERMINATE	25.00
			520-09-50202-246-000	3/09-TD EXTERMINATE	24.00
			110-02-52110-246-000	3/09-PD EXTERMINATE	23.00
				..... CHECK TOTAL	466.00
84545	4/15	PRICE CHOPPER INC.	110-05-55111-389-000	WRISTBANDS POOLS	884.67
84546	4/15	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	4/09 ANIMAL CONTROL	3,500.00
			110-04-54102-254-000	3/09 67 TRAPPED	2,680.00
			110-04-54102-254-000	3/09 45 CAPTURE (7)	2,025.00
			110-04-54102-254-000	3/09 36 CAPTURE	1,620.00
			110-04-54102-254-000	3/09 42 CAPTURE (10)	945.00
			110-04-54102-254-000	3/09 31 PICK UP	930.00
			110-04-54102-254-000	3/09 11 CAPTURE (8)	550.00
			110-04-54102-254-000	3/09 13 EMERGENCY	520.00
			110-04-54102-254-000	3/09 3 DEAD	60.00
				..... CHECK TOTAL	12,830.00
84547	4/15	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBROOK CLN WTR	87.16
			110-09-56519-259-000	80TH ST CLEAN WATER	53.49
			110-09-56519-259-000	80TH ST-CLEAN WATER	13.33
				..... CHECK TOTAL	153.98
84548	4/15	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	3/09 CONSUMABLE SUPP	1,281.35
			110-02-52203-382-000	3/09 CONSUMABLE SUPP	1,097.45
			110-02-52203-382-000	3/09 CONSUMABLE SUPP	117.60
				..... CHECK TOTAL	2,496.40
84549	4/15	PROCESSWORKS INC.	110-00-21578-000-000	4/14/09 CHECK REG	1,844.57
			110-00-21578-000-000	12/08 CHARGES	135.00
			 CHECK TOTAL	1,979.57

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84550	4/15	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	3/09 PARTS	375.00
84551	4/15	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000 520-09-50201-347-000	3/09-TD COACH PARTS 3/09-TD COACH PARTS CHECK TOTAL	781.60 576.40 1,358.00
84552	4/15	IAFF/NATIONWIDE	110-00-21574-000-000	4/01-15/09 CONTRIBS	21,413.65
84553	4/15	BRUCE MUNICIPAL EQUIPMENT	501-09-50105-264-000	REG FEE-ARIAS/WALUS	150.00
84554	4/15	AIRGAS NORTH CENTRAL	520-09-50201-317-000 206-02-52205-389-000	2/09 TD-INDSTRL GAS 4/09 FD-OXYGEN CYLNI CHECK TOTAL	42.11 37.31 79.42
84555	4/15	APWA - WISCONSIN CHAPTER	631-09-50101-264-000 501-09-50101-264-000 110-03-53116-264-000	SPRING CONF-M LEMENS SPR CONF-BILLINGSLEY SPRING CONF-R BEDNAR CHECK TOTAL	180.00 180.00 180.00 540.00
84556	4/15	LABAHN, JEFFREY B	110-01-51701-219-000 501-09-50101-219-000 110-01-51701-311-000	4/09 REPLENISH 4/09 REPLENISH 4/09 REPLENISH CHECK TOTAL	55.00 41.00 34.00 130.00
84557	4/15	J D BENEFITS, INC	110-00-21517-000-000	4/01-15/09 DEDUCTS	1,236.54
84558	4/15	WORLD BLOCK	110-03-53103-355-000	V-INTERLOCK BLOCK	6,945.73
84559	4/15	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	4/01-15/09 CONTRIBS	11,696.25
84560	4/15	BEST WESTERN HARBORSIDE	252-06-50559-259-000	#1659063 LONGSTREET	700.00
84561	4/15	BALISTRERI AND ASSOCIATES	110-09-56306-161-000 110-09-56306-161-000 110-09-56306-161-000 110-09-56306-161-000	5/24/08 J HECKER 5/24/08 J HECKER 5/24/08 J HECKER 5/24/08 J HECKER CHECK TOTAL	133.00 104.32 99.10 96.50 432.92
84562	4/15	UHS PHYSICIAN CLINIC	110-09-56306-161-000	2/4/09 D BANDI	86.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84563	4/15	KINEX MEDICAL COMPANY LLC	110-09-56306-161-000	12/4/08 T HANSEN	1,424.25
84564	4/15	MOTION MEDICAL LLC	110-09-56306-161-000	11/17/08 B WILSON	1,687.50
84565	4/15	INTRACORP	110-09-56306-161-000	7/18/07 K MIKOLAS	933.34
			110-09-56306-161-000	12/4/08 T HANSEN	554.68
			110-09-56306-161-000	5/24/08 J HECKER	433.95
				..... CHECK TOTAL	1,921.97
84566	4/15	IOD INCORPORATED	110-09-56306-161-000	2/7/09 E BLOCK	8.67
84567	4/15	SOUTHEAST WI ANESTHESIOLOGY	110-09-56306-161-000	11/17/08 B WILSON	2,457.00
84568	4/15	TRUE COURSE MDCCS LLC	110-09-56306-161-000	7/9/06 V MUTCHLER	6,859.57
			110-09-56306-161-000	11/17/08 B WILSON	1,980.79
				..... CHECK TOTAL	8,840.36
84569	4/15	KENOSHA EMERGENCY PHYSICIANS	110-09-56306-161-000	1/14/09 T LEIPZIG	357.00
84570	4/15	MEDICAL EVALUATIONS, INC	110-09-56306-161-000	2/23/05 J PACE	1,550.00
84571	4/15	AURORA HEALTH CARE	110-09-56306-161-000	11/17/08 B WILSON	161.92
			520-09-50101-161-000	2/25/09 W TURNER	112.64
				..... CHECK TOTAL	274.56
84572	4/15	ATHLETIC & THERAPEUTIC INST.	110-09-56306-161-000	7/18/07 K MIKOLAS	581.15
			110-09-56306-161-000	7/18/07 K MIKOLAS	393.49
			110-09-56306-161-000	7/18/07 K MIKOLAS	69.00
				..... CHECK TOTAL	1,043.64
84573	4/15	WHEATON FRANCISCAN MED GROUP	110-00-21581-000-000	4/15/09 A.STARKS	298.11
84574	4/15	MODDER & ASSOC REHAB CONSULT	110-09-56306-161-000	2/23/05 J PACE	1,664.70
			110-09-56306-161-000	2/23/05 J PACE	95.30
				..... CHECK TOTAL	1,760.00
84575	4/15	COUNTRYWIDE FINANCIAL	110-00-21106-000-000	2008 TAX-800 76 ST	89.50
84576	4/15	PYNAKER, ANDREW	110-00-46394-000-000	APPLIANCE STICKER	15.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84577	4/15	CHILDREN'S VILLAGE	110-02-52204-383-000	GUIDE- CD ROM	79.99
84578	4/15	KRUEGER, LINDA A	110-00-21109-000-000	09 DOG LIC OVERPAY	6.00
84579	4/15	GAMARRA, ANDREW T	110-00-21109-000-000	COURT PAYMENT	25.20
84580	4/15	BUECHEL, MARK	110-00-21109-000-000	08 DUP TAX BILL	1.06
84581	4/15	KANIECKI, FRANK	110-00-46394-000-000	APPLIANCE STICKER	15.00
84582	4/15	STEWART, BRAD	110-02-52601-226-000	3/09 CELL PHONE	35.34
84583	4/15	LABAHN, JEFFREY B.	110-01-51701-261-000	2/09-3/09 MILEAGE	239.31
84584	4/15	BUCK, WAYDE B	521-09-50101-261-000	2/09 MILEAGE	116.05
			521-09-50101-261-000	1/09 MILEAGE	99.55
				..... CHECK TOTAL	215.60
84585	4/15	JACKSON, MICKEY D.	110-09-56305-166-000	3/17-4/17/09 PPD	962.00
84586	4/15	BLISE, PAULA	110-02-52601-261-000	3/09 MILEAGE	422.95
84587	4/15	BIGLEY, CHRISTOPHER	110-02-52203-369-000	SCBA FACE PIECE	49.00
84588	4/15	HECKEL, EUGENE W.	110-02-52107-263-000	3/3-6/09 RACINE	32.00
84589	4/15	PETERSON, JOHN R	110-02-52203-369-000	SCBA FACE PIECE	49.00
84590	4/15	MCCARTHY, MARK	110-01-51701-261-000	1/09-2/09 MILEAGE	37.40
			110-01-51701-261-000	3/09 MILEAGE	34.65
				..... CHECK TOTAL	72.05
84591	4/15	THOMSEN, JOHN	110-02-52201-263-000	3/11-13/09 WI DELLS	25.94
84592	4/15	KROME, CARL	520-09-50106-311-000	RNWL CDL LICENSE	74.00
84593	4/15	BOSMAN, KEITH	110-01-51301-263-000	3/19-20 MADISON	105.85
			110-01-51301-263-000	3/19-20 MADISON	80.15
			110-01-51301-263-000	LUNCH 3/17 PRKS TOUR	43.71
			110-01-51301-341-000	3/19-20 MADISON	24.80
			110-01-51301-261-000	3/19-20 MADISON	17.00
			 CHECK TOTAL	271.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
84594	4/15	POLTROCK, JAMES	110-09-56305-166-000	PAYMENT PER ORDER	7,637.29
84595	4/15	ZIELINSKI, CHAD	206-02-52205-261-000	4/03-04 CORALVILLE	329.55
			206-02-52205-264-000	4/03-04 CORALVILLE	225.75
			206-02-52205-261-000	4/03-04 CORALVILLE	120.01
				..... CHECK TOTAL	675.31
84596	4/15	WILFINGER, DIANE	110-00-21517-000-000	FICA ALT DEDUCTION	4.85
GRAND TOTAL FOR PERIOD *****					14,842,390.37