

**Agenda  
Finance Committee  
625 52nd Street, Room 204  
Monday, May 16, 2016  
6:00 PM**

Chairperson Daniel Prozanski Jr.  
Aldersperson Patrick Juliana  
Aldersperson Dave Paff

Vice-Chairperson Curt Wilson  
Aldersperson Anthony Kennedy  
Aldersperson Scott N. Gordon

Call to Order  
Roll Call  
Citizens' Comments

1. Approval of the minutes of the meeting held May 2, 2016. **Pg. 1**
2. Proposed Resolutions by the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property (Located in the City per List on File in the Office of the City Clerk):
  - a. Boarding and Securing - \$1,680.00
  - b. Property Maintenance Reinspection Fees - \$4,568.00**Pgs. 2-7**
3. Award of Contract for CIP Project LI-15-003 Library Automation to Bibliotheca LLC (Norcross, GA) in the amount of \$184,663.50. (Library Board - Ayes 8, Noes 0) **Pgs. 8-38**
4. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin, and RG Aviation, LLC #10420. (Airport Comm. - Ayes 3, Noes 0) **Pgs. 39-43**
5. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin, and Johnson Bank #9500. (Airport Comm. - Ayes 3, Noes 0) **Pgs. 44-48**
6. Approve Termination of Landlord's Agreement between the City of Kenosha, Wisconsin, and Johnson Bank #9500. (Airport Comm. - Ayes 3, Noes 0) **Pgs. 49-53**
7. Approve Lease Agreement between the City of Kenosha, Wisconsin, and Windsock & Beacon, LLC #10420. (Airport Comm. - Ayes 3, Noes 0) **Pgs. 54-75**
8. Approve Lease Agreement between the City of Kenosha, Wisconsin and Hangar 9500, LLC #9500. (Airport Comm. - Ayes 3, Noes 0) **Pgs. 76-97**
9. Request from Toni Oseman to Refund a Penalty Fee in the Amount of \$720.00 for Failure to Obtain a Business Occupancy Permit for "Scentsational Stuff" at 4923 60th Street (Parcel #02-122-02-203-005). (District 15) **Pgs. 98-103**
10. Request from Teresa Deer to Refund a Penalty Fee in the Amount of \$720.00 for Failure to Obtain a Business Occupancy Permit for "Neuropsychological Consultants, Inc." at 5027 Green Bay Road (Parcel #08-222-34-176-032). (District 16) **Pgs. 104-110**
11. Award of Contract for Official City Newspaper to the Kenosha News for the Period of June 1, 2016 through May 31, 2017. **Pgs. 111-119**

12. Sidewalk Rates for 2016. (Also referred to PW) **Pg. 120**
13. Disbursement Record #8 - \$4,006,055.72. **Pgs. 121-158**
14. Vacant Building Status Report. **Pg. 159**
15. Settlement Agreement between Lowe's Home Centers, LLC and the City of Kenosha regarding Kenosha County Circuit Court Case No. 15-CV-1098. **CLOSED SESSION: The Finance Committee may go into Closed Session pursuant to Wis. Stat. §19.85 (1)(g), to confer with legal counsel regarding this matter. The Finance Committee may or may not reconvene into open session.**

#### ALDERPERSONS' COMMENTS

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

City of Kenosha, 625-52nd Street, Room 105, Kenosha Wisconsin 53140 | T: 262-653-4020 | [clerk@kenosha.org](mailto:clerk@kenosha.org)  
**KENOSHA.ORG**

**FINANCE COMMITTEE**  
**Minutes of Meeting Held May 2, 2016**

A meeting of the Finance Committee held on Monday, May 2, 2016 in Room 204 at the Kenosha Municipal Building was called to order at 6:00 pm by Chairperson Prozanski. At roll call, the following members were present: Vice-Chairperson Wilson and Alderpersons Kennedy, Paff and Juliana. Alderperson Gordon was excused.

1. Approval of the minutes of the regular meeting held April 18, 2016. **It was moved by Alderperson Wilson, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
2. Proposed Resolution by the Finance Committee – Resolution to Rescind Special Charges in the Total Amount of \$362.00 for Reinspection Fees for 1606 52nd Street (Parcel #12-223-31-277-028); Petitioners: Lou & Sofia Giannos; Amends Resolution #7-16 passed on January 20, 2016. PUBLIC HEARING: Lou Giannos spoke. STAFF: Robert Newhouse, Property Maintenance Inspector and Rich Schroeder, Deputy Director of Community Development and Inspections spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to deny. Motion carried unanimously.**
3. Proposed Resolution by the Finance Committee - Resolution To Levy a Special Charge (under Authority of Charter Ordinance No. 26, as Amended upon Certain Parcels of Land Within the City of Kenosha, Wisconsin) in the Amount of \$2,334.47 for Trash and Debris Removal. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
4. Request from Afije Mahmudi to Rescind Reinspection Fees in the Amount of \$162.00 for Property Maintenance Reinspection for 5911 5th Avenue (Parcel #12- 223-31-486-003). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Wilson, to deny. Motion carried unanimously.**
5. Award of Contract for Project 16-1417 Tree Removal (Citywide Locations) to Clean Cut Tree Service, Inc. (Grayslake, IL) in the amount of \$298,000.00. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to approve. It was then moved by Alderperson Wilson, seconded by Alderperson Paff, to make no recommendation because the Committee did not receive a copy of the contract. Motion carried unanimously.**
6. Award of Contract for Project 16-1418 Tree Planting (Citywide Locations) to Paul Swartz Nursery & Garden Shop, Inc. (Burlington, WI) in the amount of \$75,960.00. **It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to make no recommendation because the Committee did not receive a copy of the contract. Motion carried unanimously.**
7. Disbursement Record #7 - \$5,083,349.40. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Paff, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**

**At 6:39 pm, it was moved by Alderperson Kennedy, seconded by Alderperson Paff, to go into closed session pursuant to Wis. Stat. Section 19.85 (1)(g), to confer with legal counsel for Items #8 and #9. Motion carried unanimously. At 6:47 pm, it was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to return to open session. Motion carried unanimously. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve settlement agreements for Items #8 and #9. Motion carried unanimously.**

8. Settlement Agreement between CVS Pharmacy, Inc. (3726 22nd Avenue Property) and the City of Kenosha regarding Kenosha County Circuit Court Case No. 15-CV-975. **Approve.**
9. Settlement Agreement between CVS Pharmacy, Inc. (3710 57th Avenue Property) and the City of Kenosha regarding Kenosha County Circuit Court Case No. 15-CV-976. **Approve.**

ALDERPERSON'S COMMENTS: Alderpersons Kennedy and Paff spoke about reinspection fees. Alderpersons Wilson and Paff requested a monthly status report on vacant homes and commercial buildings as an agenda item.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:51 pm.

*\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, May16, 2016.*

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

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain  
Parcels of Property  
for Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2016, in the total amount of **\$1,680.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved:

\_\_\_\_\_, Mayor  
John M. Antaramian

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

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**Parcel #:01-122-01-107-021****6106 23RD AVE****Owner of Record**ANDREW & JULIE BAVETZ  
505 W BASELINE RD APT 1076  
TEMPE, AZ 85283-1180Admin. Fee  
100.00Charge  
80.00Total  
180.00

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**Parcel #:05-123-06-255-019****6422 21ST AVE****Owner of Record**HOLLI DUGGER  
6422 21ST AVE  
KENOSHA, WI 53143-4847Admin. Fee  
100.00Charge  
98.00Total  
198.00

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**Parcel #:12-223-31-359-002****1811 57TH ST****Owner of Record**ELAINE HAUBRICH  
1811 57TH ST  
KENOSHA, WI 53140-3946Admin. Fee  
100.00Charge  
766.00Total  
866.00

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**Parcel #:12-223-31-359-002****1811 57TH ST****Owner of Record**ELAINE HAUBRICH  
1811 57TH ST  
KENOSHA, WI 53140-3946Admin. Fee  
100.00Charge  
60.00Total  
160.00

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**Parcel #:12-223-31-381-014****1402 57TH ST****Owner of Record**TODD K RICHARDS  
17711 91ST PL  
BRISTOL, WI 53104-9616Admin. Fee  
100.00Charge  
176.00Total  
276.00**RESOLUTION TOTAL****1,680.00**

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

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain  
Parcels of Property for  
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2016, in the total amount of **\$4,568.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Approved:

\_\_\_\_\_, Mayor  
John M. Antaramian

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Debra L. Salas

Drafted by:  
Department of Community Development and Inspections

/saz

**Parcel #:05-123-06-231-024****1802 63RD ST**

**Owner of Record**  
 PEDRO BEASCOCHEA  
 1802 63RD ST  
 KENOSHA, WI 53143-4452

Admin. Fee	Charge	Total
100.00	360.00	460.00

**Parcel #:09-222-36-106-012****4704 24TH AVE**

**Owner of Record**  
 UNIVERSAL MORTGAGE CORPORATION  
 C/O US BANK HONME MORTGAGE  
 16900 W CAPITAL DR  
 BROOKFIELD, WI 53005

Admin. Fee	Charge	Total
100.00	360.00	460.00

**Parcel #:09-222-36-231-001****3619 48TH ST**

**Owner of Record**  
 3619 48TH STREET LAND TRUST  
 501 SILVERSIDE RD, STE 87JQ  
 WILMINGTON, DE 19809

Admin. Fee	Charge	Total
100.00	72.00	172.00

**Parcel #:09-222-36-407-001****5402 25TH AVE**

**Owner of Record**  
 SAMUEL J & JANE L HOOD  
 39799 JONATHAN KROLLS LN  
 WADSWORTH, IL 60083

Admin. Fee	Charge	Total
100.00	360.00	460.00

**Parcel #:10-223-18-327-110****2019 SOMERS**

**Owner of Record**  
 JOHN ANGOTTI  
 PO BOX 425  
 SOMERS, WI 53171

Admin. Fee	Charge	Total
100.00	360.00	460.00

**Parcel #:10-223-19-278-029****2014 17TH AVE**

**Owner of Record**  
 SHIRLEY E MESSING  
 2014 17TH AVE  
 KENOSHA, WI 53140

Admin. Fee	Charge	Total
100.00	360.00	460.00

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**Parcel #:11-223-30-407-009****4012 5TH AVE****Owner of Record**  
MICHAEL G NICCOLAI  
4012 5TH AVE  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:11-223-30-434-006****4013 10TH AVE****Owner of Record**  
ON TOP REAL ESTATE LLC  
C/O OGDEN & CO INC/T WILSON  
1665 N WATER ST  
MILWAUKEE, WI 53202Admin. Fee  
100.00Charge  
180.00Total  
280.00

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**Parcel #:12-223-31-204-028****1712 50TH ST****Owner of Record**  
RYAN GATTI  
4220 6TH ST  
KENOSHA, WI 53144Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:12-223-31-251-019****5010 18TH AVE****Owner of Record**  
TWO AMIGOS LLC  
813 OHIO ST  
RACINE, WI 53405Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:12-223-31-335-002****1831 55TH ST****Owner of Record**  
1831 FIFTY FIFTH STREET LLC  
6433 LINCOLNSHIRE DR  
MT PLEASANT, WI 53403-9734Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:12-223-31-336-007****1713 54TH ST****Owner of Record**  
SAMIR AUDICHO  
6814 106TH AVE  
KENOSHA, WI 53142Admin. Fee  
100.00Charge  
90.00Total  
190.00

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**Parcel #:12-223-31-357-004****1925 57TH ST****Owner of Record**  
RAYMOND K ROBERTS  
5925 6TH AVE  
KENOSHA, WI 53140Admin. Fee  
100.00Charge  
72.00Total  
172.00

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**Parcel #:12-223-31-486-003****5911 5TH AVE****Owner of Record**  
MEFAIL & AFIJE MAHMUDI  
834 65TH ST  
KENOSHA, WI 53143-5038Admin. Fee  
100.00Charge  
90.00Total  
190.00**RESOLUTION TOTAL****4,568.00**

## Bibliotheca & Kenosha Public Library Sales Agreement

Effective: May 16, 2016

*CONFIDENTIAL, Kenosha Public Library and Bibliotheca use only*

## **Sales Agreement**

THIS AGREEMENT is made and entered into this 16 day of May, 2016, by **Bibliotheca, LLC**, a corporation in the State of Delaware, USA, with offices at 3169 Holcomb Bridge Rd., Ste. 200, Norcross, Georgia 30071 and 403 Hayward Ave. North, Oakdale, MN 55128 (hereinafter referred to as "Bibliotheca") and **Kenosha Public Library**, located at 812 56<sup>th</sup> Street, Kenosha, WI 53140 (hereinafter referred to as "Customer").

### **RECITALS**

WHEREAS, Customer desires to implement Radio Frequency Identification (RFID) systems on its premises, and;

WHEREAS, Bibliotheca is willing to provide such products and services that together comprise the system(s) listed above and is willing to provide such products and services pursuant to all the terms and conditions in the Agreement;

NOW THEREFORE, in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bibliotheca and Customer have agreed and do hereby enter into this Agreement according to the provisions set forth herein:

WITNESSETH: In the event of conflicting provisions, all documents shall be construed according to the following priorities:

1. Any properly executed amendment or change order to this contract (most recent with first priority), and
2. This contract, and
3. Any attachments included with this contract.

### **TERM AND TERMINATION**

#### **Term**

The Effective Date of commencement of this Agreement shall be the date indicated above. The Term of this Agreement shall begin on the Effective Date and shall extend for the length of the term outlined below, unless terminated earlier under one of the termination provisions contained in this Agreement.

The initial term of this agreement shall be not less than five (5) years commencing on the Effective Date, with the first year warranty commencing on the Go Live date. Go Live Date means, with respect to Bibliotheca Software license orders, the date on which the Software is available for operational use for normal daily business, including performing core functions for which it was intended. Maintenance and support shall be paid in 12-month installments in advance and shall auto-renew on an annual basis of the Go Live date.

Subsequent years of maintenance and support and subscriptions fees are to be paid annually in advance on the anniversary of the Go Live date. Service and Maintenance auto-renew annually after the initial five (5) year term on the Go Live date unless 60 days prior to termination notification is received in writing to [accounts-us@bibliotheca.com](mailto:accounts-us@bibliotheca.com).

Following the first year of System operation, support and maintenance and subscription fees will be subject to annual increases. Any discounts that may be listed on the quote will be applied to the final invoice.

### Termination

- a. This Agreement may be terminated by Customer upon ninety (90) days written notice to Bibliotheca should Bibliotheca fail to perform in accordance with all the terms of this Agreement.
- b. Notwithstanding Clause A., Bibliotheca shall have right to redress, with thirty (30) days to remedy the issue(s) from the date of notification from the Customer.
- c. Regardless of reason for termination, Customer is responsible for payment for all products and services delivered according to the terms and conditions of this Agreement up until the date of termination of this Agreement.

### DUTIES OF BIBLIOTHECA

1. Bibliotheca agrees to provide the products and services (hereinafter collectively referred to as the "Work") as listed in its quotation (Exhibit 1).
2. Except where explicitly noted and agreed to by the Customer upon receipt of proper waivers, Bibliotheca will comply with all local laws, ordinances, and regulations bearing on the performance of the Work.
3. Bibliotheca shall enforce good order and discipline among its employees and subcontractors (if any, would be Decision One), and shall keep work areas reasonably free from waste materials and rubbish resulting from its operations.
4. Bibliotheca shall deliver products and perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.
5. Bibliotheca will compensate all company employees and subcontractors, if used, for all work performed in the execution of the project.
6. Bibliotheca will have the authority to act on behalf of the Customer only to the extent provided in this Agreement unless otherwise modified by written instrument.
7. Bibliotheca will supply Customer with written invoices according to the payment schedule specified in the Agreement or, if not specified, following shipment of products to the Customer. Unless otherwise stated and agreed to in writing, Bibliotheca is not responsible for the collection or payment of any duties, excise, sales, use property, retailers, occupation, business, or similar tax. The amount of any such taxes which are payable in accordance with the provisions of any statute or rules, regulations or decision of any taxing authority, will be paid by the Customer.
8. Bibliotheca agrees that title to all Work covered by an invoice for payment will pass to the Customer upon receipt of such payment.
9. Bibliotheca warrants products in accordance with the warranty attached to this Agreement (Exhibit 2).
10. Bibliotheca agrees to support and maintain products during the first year of operation in accordance with document entitled Annual Maintenance and Support for Bibliotheca Products (Exhibit 3).
11. Following the first year, Bibliotheca agrees to continue to support and maintain products supplied under this Agreement for the period(s) specified in the Product Maintenance

and Lifespan Policy (Exhibit 4), on a year by year basis, contingent upon the Customer's payment in advance for such support and maintenance.

12. Bibliotheca represents that in the performance of the work, duties, and obligations assumed by it under this Agreement that it is acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the Customer.
13. Bibliotheca agrees to indemnify and hold harmless Customer from all claims and suits for loss of or damage to property, including loss of the use thereof, or injuries including death to persons, and from all judgments recovered therefore, and from all expense in defending said claims or suits, including court costs, attorney fees and other expenses, caused by an act or omission of Bibliotheca and/or its subcontractors, their respective agents, servants and employees working on the project and not caused by the fault or negligence of the Customer.
14. Without limiting its liability under this Agreement, Bibliotheca will maintain at its expense during the life of this Agreement Workman's Compensation insurance as mandated by Wisconsin statutes and comprehensive General Liability insurance in amounts no less than:

Bodily Injury Each Person - \$1,000,000  
Bodily Injury Each Occurrence - \$2,000,000  
Property Damage Each Occurrence - \$1,000,000

Customer will be named as an additional insured and noted as such on each policy. To the extent possible, Customer will be notified within 30 days of cancelation and/or provided with a new Certificate of Insurance with the current broker.

#### DUTIES OF CUSTOMER

1. Customer will inspect all products immediately upon delivery, noting damage to external packaging and/or contents on the delivery receipt or bill of lading. Customer will immediately notify Bibliotheca of such damage. Customer understands that failure to immediately report damage may result in the inability to file claims with the shipper or insurance companies. Damages not covered as a result of the Customer's failure to examine or report are the full responsibility of the Customer.
2. Customer will issue purchase orders to Bibliotheca in writing for the products and services listed in Exhibit 1, noting desired delivery dates that will not be earlier than sixty days following receipt of the purchase order by Bibliotheca.
3. Unless noted otherwise on the purchase order, Customer will be prepared to receive products from the date of its purchase order. The specific date for delivery and commencement of installation shall be agreed upon in consultation between the Customer and Bibliotheca. Should Customer, due to delays in construction or for any other reason, not be prepared to accept delivery on or before the stated desired delivery date on the purchase order, Bibliotheca will delay without penalty the shipment of product for up to two weeks following that date as long as no cost-incurring changes are required in the Bibliotheca technician's installation schedule. If, after two weeks following the stated desired delivery date, Customer is still not ready to accept delivery, Bibliotheca will invoice Customer according to the percentages below and delay shipment of the products on condition that the Customer remit payments as if shipment and installation

had taken place at the latest possible dates that fall within this two week period: 35% of the total contract seven days following the date of the delivery specified on the purchase order and 15% fourteen days following the date of delivery specified on the purchase order. In all cases, Customer will be fully responsible for all costs incurred by Bibliotheca as a result of a change in the Bibliotheca technician's installation schedule. Furthermore, as Bibliotheca will be required to store the equipment until Customer accepts delivery, Customer will be charged 0.5% of the purchase price of the system and/or products each month until system and/or products are shipped and accepted by Customer.

4. Customer will accept delivery of products during normal business hours. Any special delivery requirements are to be noted on the Purchase Order.
5. Customer will remit payment in U.S. Dollars to Bibliotheca in no more than 30 days following the date of invoice. Interest will accrue on the amount due at the rate of two percent (2%) per month for each full calendar month or part thereof during which such amount shall be outstanding, such interest to commence to accrue on the fifteenth (15<sup>th</sup>) day after such amount is due and payable. If this interest rate exceeds the maximum interest rate permitted by law, then the interest payable shall be at such maximum permissible rate.
6. Payments for products/services are due within thirty days of invoice receipt.
7. Support and maintenance is invoiced prior to the start of the contract period and is due within thirty days of invoice.
8. If Customer claims exemption from any taxes imposed by any taxing authority, Customer will save Bibliotheca harmless from any such tax, together with any interest, fines, or penalties thereon, which may at any time be assessed against it by reason of the fact that such Work or portion thereof is held to be taxable by the taxing authority. In the event that the Customer is exempt from such taxes or should Customer elect to pay such taxes directly to the taxing authority, then Customer shall provide Bibliotheca with a valid tax exemption certificate or similar document in form satisfactory to Bibliotheca.
9. Customer is responsible for supplying materials, equipment, and services as described in Exhibit 1 and other documents that have been provided to the Customer relating to the work proposed.
10. Customer is responsible for security and paying for all licenses and permits required for the execution of the work.
11. Customer will designate a primary and secondary contact person for the purpose of coordinating with Bibliotheca representatives all technical aspects and implementation of the system(s).
12. Individuals designated above will promptly provide to Bibliotheca all information needed by Bibliotheca for implementation of the system.
13. Customer warrants that the project is located on real property owned by the Customer and that access to such real property will be furnished to Bibliotheca at such times and on such dates as Bibliotheca may reasonably require in connection with the execution and completion of the Work. Customers will provide a clear path for access to and from the

installation site for personnel and equipment. Customer will ensure that not later than the scheduled start of installation date, the installation site is free and clear, that all civil work and necessary removal or modifications of existing equipment or buildings is concluded, and that all necessary Customer provided infrastructure, including but not limited to electrical and network connections, is in place according to Bibliotheca specifications. Customer will be fully responsible for all costs associated with the failure of the Customer to meet these requirements. These costs include, but are not limited to, additional work performed by Bibliotheca to prepare the site, additional time required for installation and training, and the additional costs associated with required travel.

14. Customer understands that the proper performance of the system depends upon a thorough understanding and implementation of the installation and operating instructions provided by Bibliotheca. Customer is responsible for ensuring that all staff, volunteers and others who perform services at the Customer's behest are fully trained in the operation of the system components with which they are working.
15. Customer will immediately report all system problems to Bibliotheca.
16. At Bibliotheca's request, Customer will generate system reports as may be needed by Bibliotheca and, if requested, maintain a log detailing all problems experienced with the system.
17. Customer will not modify Bibliotheca hardware or software without first consulting Bibliotheca.
18. Customer agrees to permit Bibliotheca reasonable remote access to support the System as demonstrated in Exhibit 1.
19. Customer will maintain the confidentiality of all information, be it in written, unwritten, or any other form, provided it by Bibliotheca. Only such information as may be necessary for Customer's agents to perform their duties shall be shared with such agents.
20. Customer represents that Bibliotheca software is the intellectual property of Bibliotheca and is protected by law, including copyright laws and international treaties. Copies of software may not be made without the expressed written consent of a Bibliotheca representative authorized to legally obligate the company.
21. Customer shall take all reasonable steps to protect Bibliotheca's intellectual property rights.

#### MISCELLANEOUS

1. Force Majeure. The parties to this Agreement will not be liable for any delay or failure to perform their obligations if that failure or delay is due to any cause or condition beyond the control of that party and, in particular, without limitation, any failure, damage or loss due to fire, flood, exposure or any act of God, industrial disturbance, failure of electrical telecommunications networks, acts of vandalism, sabotage, civil services, war, changes in legislation or regulations of any government or governmental agency, refusal or revocation of any license or consent by the government of any authority.
2. Limitation of Liability. The liability of Bibliotheca, its agents, employees, subcontractors and supplies with respect to any claims arising out of the performance or non-performance of

obligations under the Agreement, or the design, manufacture, sales, delivery, installation or use of the Work or materials or the condition of other services hereunder irrespective of the theory upon which any claim may be based, including, without limitation, breach of the Agreement, breach of warranty or tort (including negligence), indemnity, strict liability or otherwise (i) shall in no event include consequential, indirect, special or similar damages including, but not limited to, loss of profits or revenue, or loss of business, and Customer hereby irrevocably waives any right it may have to any damages in excess of actual and incidental and (ii) except with respect to indemnity claims for personal injury (including death) or damage to property of third parties, shall in no event exceed in the aggregate 100% of the Purchase Price or the scope and limits of insurance required to be maintained under the terms of the Agreement, whichever is less. The limitation of liability shall prevail over any conflicting or inconsistent provisions contained in the Agreement except where such conflicting or inconsistent provisions provide a more restrictive remedy.

In recognition of the relative risks and benefits of the project to both the Customer and Bibliotheca, the risks have been allocated such that Bibliotheca agrees, to the fullest extent permitted by law, to limit the liability of the Customer for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

3. Indemnification by Customer. Customer agrees to indemnify, defend (at its own expense with counsel satisfactory to Bibliotheca) and hold Bibliotheca harmless from any and all claims, liabilities, causes of action, suits, costs and expenses of any kind or nature (including attorney's fees) for loss or damage which suffered by Bibliotheca as a result of injury to persons (including death) and property arising from:
  - (i) removal or modification to Bibliotheca-furnished safety features,
  - (ii) the disregard of Bibliotheca-furnished user safety instructions,
  - (iii) any portion of the Work which includes Customer's existing Work or Work furnished by Customer,
  - (iv) improper use of the Work,
  - (v) any information, representation, reports or data furnished or prepared by Customer or
  - (vi) Customer's failure to properly instruct employees regarding the proper use and maintenance of the Work.

Bibliotheca likewise agrees to indemnify, defend, and hold Customer harmless from any and all claims, liabilities, causes of action, suits, costs, and expenses of any kind or nature.

4. Change orders. Customer is fully responsible for any and all costs that are incurred as a result of changes initiated by Customer to this Agreement, to any other contract signed between Bibliotheca and the Customer related to the Work, to any Purchase Order issued to Bibliotheca by the Customer related to the Work, and to any instructions provided to Bibliotheca by the Customer related to the Work.
5. Assignment. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement will not sell, transfer, assign, license, franchise or otherwise part with possession

or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement whether express or implied as if the proposed assignee was an original contracting party to this Agreement.

6. Severability. Should any court of competent jurisdiction declare any provision of this Agreement invalid, then such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
7. Choice of Law: Venue. The laws of the State of Wisconsin shall control the validity, construction and effect of this Agreement and also any extensions and/or modifications of it. Any action, suit, or other proceeding concerning this Agreement must be brought and maintained only in a court of competent jurisdiction sitting in Kenosha County, Wisconsin.
8. Costs and Expenses. Each party will pay its own costs and expenses in relation to the negotiations leading up to and in relation to the preparation, execution and carrying into effect of this Agreement and all other documents referred to in it. In the event that either party deems it necessary to take legal action to enforce any provisions of this Agreement, each party shall pay its own expenses of such action, including attorney fees and court costs at all stages of litigation.
9. Entire Agreement. The complete understanding between the parties is set out in this Agreement and this Agreement supersedes and voids all prior and contemporaneous understandings, proposals, letters, agreements or conditions expressed or implied, oral or written, except as herein contained. Any amendment, modification, waiver or discharge of any requirement of the Agreement will not be effective unless in writing signed by the parties hereto or by their authorized representatives.
10. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
11. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the parties to this Agreement.
12. Inter-Local Purchase. To the full extent permitted by local, state and federal law, the prices, terms and conditions of this agreement, in part or in whole, may be extended to other similar governmental and non-governmental bodies without restriction and without compensation. The aforementioned bodies may or may not be affiliated with the parties to this agreement through a purchasing cooperative, inter-local participation agreement, consortium or other cooperative agreement designed to extend contractual terms agreed to by any one member to all members of the cooperative group.
13. Access to all Bibliotheca products. As part of this Agreement, Customer may purchase any and all products that are listed in the adjoining Price List (Exhibit 7). Prices shown in the Price List are subject to change and may be based on quantities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written. Signature below indicates agreement to all written terms in this document and its exhibits:

**BIBLIOTHECA, LLC D/B/A BIBLIOTHECA**

**KENOSHA PUBLIC LIBRARY**

Signature: 

Signature: Barbara Brattin

Name: Al Coalla  
Title: Chief Executive Officer

Name: Barbara Brattin  
Title: Director

Date: May 11, 2016.

Date: 5-11-16

**Exhibit 1: Quotation of Work & Products to Be Provided**

Following this page and forming a part of the Sales Agreement is Bibliotheca's quotation for work to be performed and products to be provided to the Library.

~~(A note will be written here if maintenance is purchased up front.)~~

RS

**EXHIBIT 1**

In addition to the vendor's own attached quote sheet, proposal responses should include detailed pricing information. Vendor shall supply amount needed, unit prices, and extended prices for the proposed solution, including all hardware, software, installation, shipping, and training. Provide pricing for any proposed options that have been included in the response as well.

Shipping and any applicable taxes should be listed separately. Prices must be guaranteed for 120 days following proposal due date.

Please complete the table below with pricing information. Prices should be F.O.B. Destination, and include training, installation, and any other items necessary for complete system operation.

PRODUCTS	QUANTITY	PRICE PER UNIT	EXTENDED PRICE
RFID Book Tags Smartlabel 110 (Price per roll. 2,000/roll)	350,000	\$261	\$45,675
RFID Disc/Media Tag (See next two lines.)	50,000		
Smartlabel 310 Full Coverage DVD-only (Price per roll. 500/roll)	50	\$295.00	\$14,750
3M ISO RFID Hub Tag Custom Printed (Price per roll. 2,000/roll)	6	\$680	\$4,080
Conversion Station – lease	2 units x 3 months	\$425	\$2,550
Collection Services pad reader/ conversion	10	\$749	\$7,490
Circulation Staff Workstations	10	\$749	\$7,490
Freestanding Self-Checkout- children	2	\$6,299.0	\$12,598
Countertop Self-Checkout	5	\$5,499	\$27,495
Fines & Fees Functionality – credit/debit	7	\$1,595	\$11,165
Fines & Fees Functionality – cash	0		
Detection System – single aisle	2	\$6,495	\$12,990
double aisle	2	\$7,295	\$14,590
Portable Inventory Handheld Reader	2	\$4,695	\$9,390
Installation (Includes training)			\$10,533
Shipping			\$3,867.50
Training (Included in installation above)			\$0
Other fees			\$0
First Year Hardware and Software Maintenance (Included)			\$0
<b>TOTAL RFID SOLUTION:</b>			<b>\$184,663.50</b>

**Annual Maintenance after the First Year**

Please provide annual maintenance costs for the system quoted above after the first year warranty. Vendor should indicate annual support and maintenance charges for the proposed solution for a period of five years following installation. Note any discounts if the Library chooses to pay for maintenance of the RFID system upfront.

<b>ANNUAL MAINTENANCE, if purchased up front:</b>	
1st Year	Included
2nd Year	\$12,385
3rd Year	\$12,385
4th Year	\$12,385
5th Year	\$12,385
6th Year	\$12,385
<b>Subtotal:</b>	<b>\$61,925</b>
<b>-15% discount:</b>	<b>\$-9,289</b>
<b>TOTAL:</b>	<b>\$52,636</b>

<b>ANNUAL MAINTENANCE, if library agrees to a 5-year agreement, but still prefers to pay yearly:</b>	
1st Year	Included
2nd Year	\$12,385
3rd Year	\$12,385
4th Year	\$12,385
5th Year	\$12,385
6th Year	\$12,385
<b>TOTAL without prepayment:</b>	<b>\$61,925</b>

<b>ANNUAL MAINTENANCE, year-by-year without agreement in place:</b>	
1st Year	Included
2nd Year	\$12,385
3rd Year	\$13,004
4th Year	\$13,654
5th Year	\$14,337
6th Year	\$15,053
<b>TOTAL without prepayment over time:</b>	<b>\$68,433</b>

**Exhibit 2: One Year Limited Warranty**

**Bibliotheca warrants that the equipment provided in conjunction with any Bibliotheca developed and supplied system(s) to be free from factory defects for a period of one year from the date of installation.**

This limited warranty does not extend to any Bibliotheca product which, in the sole judgment of Bibliotheca has been subjected to abuse, misuse, neglect, improper installation, or accident, or any damage due to use or misuse produced from integration of the products into any mechanical, electrical, or computer system. Further, any abuse, misuse, neglect, improper installation, accident, enhancement, modification, alteration or change made without Bibliotheca's written consent will invalidate Bibliotheca's Limited Product Warranty.

In the event that it is determined the equipment failure is covered under this warranty, Bibliotheca shall, at its sole option, repair or replace the piece of equipment with functionally equivalent or better equipment and return such repaired or replaced equipment without charge for service or return freight.

This limited warranty, except as to title is in lieu of all other warranties or guarantees, either express or implied, and specifically excludes, without limitation, warranties of merchantability and fitness for a particular purpose under the uniform commercial code, or arising out of custom or conduct. The rights and remedies provided herein are exclusive and in lieu of any other rights or remedies.

In no event shall Bibliotheca be liable for any indirect or consequential damages, incidental damages, damages to person or property, or other damages or expenses due directly or indirectly to the purchased equipment, except as stated in this warranty. In no event shall any liability of Bibliotheca exceed the actual amount paid to Bibliotheca for a specific piece of equipment involved in the incident.

Unless specifically contracted otherwise, warranty service is provided under the terms and conditions of Bibliotheca's standard yearly support and maintenance agreement with the exception of any reference to software updates.

### **Exhibit 3: Terms and Conditions of Support and Maintenance**

These Terms and Conditions of Support and Maintenance are evergreen in nature and do not expire. Billing cycle for Support and Maintenance will be on an annual basis beginning with the Go Live Date.

- I. Coverage. Bibliotheca will provide Customer support and maintenance services on an annual basis subject to Bibliotheca's Equipment Lifecycle Policy and payment of the annual Product Support and Maintenance Fee. The following services will be provided during the period covered as described below:
  - i. With the exception of consumable supplies (e.g. print ribbons) and parts with specified limited usage life spans (e.g. printer heads), Bibliotheca will repair or replace hardware components unless such failure is caused by Customer, as determined by Bibliotheca in consultation with the Customer.
  - ii. Replacement parts, whether new or refurbished, will be equal to or better than the parts being replaced. Replacement parts will be provided on an exchange basis. End of Support (EOS) for Hardware products is specified in the attached document entitled Bibliotheca Maintenance and Equipment Lifecycle Policy.
  - iii. In the event that the Customer reports material bugs or defects in the Software, Bibliotheca shall use commercially reasonable efforts to correct or replace the Software or provide the services necessary to remedy any programming error attributable to Bibliotheca that significantly affects the functionality of the Software.
  - iv. Bibliotheca shall provide points of contact for Customer to report Product problems, failures, and defects and to request Product changes and enhancements. Only those individuals specifically designated by the Customer shall contact Bibliotheca in regard to such matters and Bibliotheca is not obligated to respond to any other employees except those specifically designated.
  - v. Bibliotheca shall provide the maintenance and support services during the service period by telephone, facsimile, email, on site visit or any other means which it deems appropriate, at its sole discretion, to adequately provide those services.
  - vi. Bibliotheca shall be responsible for outbound shipping costs of products and components covered under this agreement. The Customer is responsible for shipping costs of products and components that are returned to Bibliotheca for replacement or repair.
  - vii. As a part of this agreement, Bibliotheca shall supply Customer any and all updates, improvements, and modifications to the Licensed Programs that Bibliotheca makes available to its licensees generally without charge, provided that Bibliotheca reserves the right to charge separately for new options or new applications that, in the discretion of Bibliotheca, constitute a new software product.

- viii. Such updates, improvements, and modifications shall be provided to the Customer within the framework of periodic official releases. Software support will be limited to the two most recently distributed releases.
- ix. Maintenance services to be provided by Bibliotheca under this Agreement do not include:
  - i. Correction of errors arising from changes, alterations, additions, or modification by persons other than the employees or agents of Bibliotheca or caused by the operation of the Product other than in accordance with the operating specifications.
  - ii. Correction of errors arising from the fault, neglect, misuse, or omission of the Customer or its servants, agents, contractors, invitees, or any other person whether or not that person is under the control or direction of the Customer.
  - iii. Rectification of errors or defects caused by the incorrect or unauthorized use, modification, revision, variation or translation of the software by the Customer or its servants, agents, contractors, or invitees.
  - iv. Repair of damage arising from the failure or surge of electrical power, fusion, fire, air conditioning malfunction, damage caused in transportation, or any other environmental factor or cause other than a cause arising from normal use of the Product.
  - v. Correction of errors caused by the use of computer programs not licensed by Bibliotheca for use by the Customer.
  - vi. Customer shall be responsible for ILS/LMS-related changes and will bear the responsibility and costs incurred when these changes result in changes to Bibliotheca system configurations.
- II. Assignment of Warranties on Hardware Products. In addition to Bibliotheca's obligations under the Maintenance Agreement, Bibliotheca hereby assigns to the Customer all rights of Bibliotheca under any manufacturer's warranties applicable to Hardware Products purchased under this Agreement to the extent such assignment is permitted under such warranties. Such assignment will be effective upon payment of the Total Purchase Price and all other charges invoiced for the shipment of the Products. Except as provided hereunder or pursuant to an executed Maintenance Agreement, Bibliotheca shall have no obligation to provide maintenance support or other services for Hardware Products purchased under this Agreement.
- III. Limitation on Services. Notwithstanding the above, in the event that Customer or any third party enhances, modifies, alters, or otherwise makes any change to the Products without the prior express written consent of Bibliotheca, Bibliotheca shall have no obligation whatsoever to provide maintenance or support of such Products at any time after such enhancement, modification, alteration, or change. Notwithstanding anything herein to the contrary, Bibliotheca's obligation to provide maintenance and support for the Licensed Programs shall extend only to the most recent version and the next most recent version of the Licensed Programs provided to Customer.

- IV. Upgrades. The information technology industry is dynamic and marked by frequent product replacement and upgrades. With respect to hardware and third party software, Customer retains the responsibility for the costs of purchase and installation of said upgrades necessary to maintain the functionality of system.
- V. Customer Obligations. During the term of this Agreement:
- i. Customer shall provide Bibliotheca with sufficient documentation, information, assistance, support, and test time on Customer's computer system to duplicate any reported problems, certify that the problem is with the Products, and certify that the problem has been corrected. Bibliotheca will be provided with remote access to systems to aid the troubleshooting and repair process.
  - ii. Customer shall designate specific employees who will be trained in all aspects of the products, including trouble shooting. These, and only these employees, may contact Bibliotheca for matters related to this Agreement.
  - iii. Customer shall perform problem definition activities and any remedial or corrective actions as described in the Licensed Programs customer manuals and other system documentation provided to Customer by Bibliotheca prior to seeking assistance from Bibliotheca.
  - iv. Customer is responsible for performing scheduled preventative maintenance as per product specifications.
  - v. Customer shall provide Bibliotheca's Maintenance personnel with proper and safe access to the equipment and software at all requisite times for the purpose of providing the maintenance services.
  - vi. Customer will provide Bibliotheca with at least thirty days written notice of the Customer's intention to move the equipment to a location other than the premises.

#### **Exhibit 4: Product Maintenance and Lifespan Policy**

The supplied self-service solution will be maintainable throughout the life of the equipment while it has a valid support contract. We recommend investing in a support contract for five years with agreed service level agreement. By investing in a support and maintenance agreement, all parts are replaced and/or repaired free of charge should they become defective during the life of the equipment. This excludes any consumables. Our solutions are based upon industry leading design and the high quality materials we use in our manufacturing processes.

We recommend a practice of powering and shutting down your systems on a daily basis to preserve the operating capabilities of the internal PCs and peripherals. Our systems have been designed with quality components that minimize the risk of failure. We suggest that the system is monitored to ensure that any staff actions, such as replacement of consumables or bin emptying, are carried out regularly as required.

Our recommended remote management solution, smartadmin™, provides staff with extensive capabilities in monitoring and managing aspects of the solution both on the library floor and remotely, as well as collecting detailed transactional information.

**Quality Products:** Our dedication to high quality in manufacture is a contributory factor in Bibliotheca self-service solutions regularly achieving 90% plus self-service statistics for all lending transactions.

**For All Products but Security Gates:** Bibliotheca recommends that for planning purposes the expected lifespan of all hardware products (excluding security pedestals) is six years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time). Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca allows customers to upgrade their equipment to the current levels at a 35% discount.

**Security Gates:** Bibliotheca recommends that the expected lifespan for security pedestals is eight years. After this period, Support will continue to be made available on a contractual year by year basis if this is considered economically viable (based on availability/cost of major components at that time). Bibliotheca's intention is to meet the customer's ongoing requirements and all efforts will be made to affect repairs on said equipment, but results may be limited by availability of parts or inventory. In all cases and to ensure that the customer uses the latest available technology, Bibliotheca allows customers to upgrade their equipment to the current levels at a 35% discount.

**RFID Tags:** Bibliotheca guarantees its tags for the life of the items to which they are affixed. Should the Library find a tag that is inoperable, Bibliotheca will replace it, free of charge.

**Automated Materials Handling:** Bibliotheca recommends that the expected lifespan of the smartsort™ 100, smartsort™ 200, and smartsort™ 300 is ten years; the smartsort™ 400 is set at eight years. Bibliotheca's trade-in program allows customers to trade smaller sorters toward the purchase of larger ones at any time, with a yearly straight line depreciation of just 15%, with a sorter up to five years old. For example, if the Library spends \$20,000 on a sorter and in three years elects to trade up to a larger unit, it will receive \$11,000 in credit toward that new purchase.

### Exhibit 5: Software License Agreement

Bibliotheca, LLC hereby agrees to grant Kenosha Public Library, which agrees to accept the following licensed rights and limitations ("License") for Library's use of Vendor-provided software.

1. Software: Software, under the terms and conditions of this License (referenced hereinafter as "Software"), means any of the following components provided to Library by Vendor:
  - i. Any computer programs provided by Vendor, either consisting of a set of instructions, calculations and/or statements loaded in a computer (or a device which incorporates a computer) or recorded on a computer readable medium for loading in a computer;
  - ii. Supportive instructional/reference materials such as: training materials, manuals, on-screen tutorials, and other computer program relevant materials whether on paper or computer readable media ("Documentation"); and
  - iii. Any new release, update, upgrade, enhancement, addition, supplement, modification of a program or additional Vendor Software and/or its Documentation provided by Vendor, subsequent to the initial delivery, that is not licensed by specific reference under a mutually agreed upon separate license agreement.
2. Grant of License: Vendor hereby grants Library and Library hereby accepts a non-transferable, non-exclusive license, under applicable copyrights and/or trade secrets, to use Vendor-provided Software only on the specific computer(s) for which it was registered and delivered to Library. All Software (other than Documentation) will be provided by Vendor to Library in machine-readable object code only. Library acknowledges that it does not acquire any rights of title or ownership in the Software (including Documentation) and agrees that all proprietary rights to the Software shall at all times remain with Vendor or its relevant third-party provider. Library may, for its internal use only, print or otherwise reproduce Vendor-developed Documentation if all included Vendor markings, e.g. trademarks, copyrights and statements of confidentiality, are included on each copy. Library acknowledges and agrees that any third party documentation supplied by Vendor, which is marked as copyrighted and/or confidential, shall not be copied or reproduced in any manner.
3. Term of License: This License shall remain in force from the date of delivery and continue until Library ceases all use of the Software or Library's licensed rights are terminated for cause. Library acknowledges and agrees that if this Agreement terminates for any reason, all of Library's licensed rights to the Software (including Documentation) are relinquished and, within five business days thereafter, Library (at Vendor's option) will either deliver to Vendor or destroy the original and all copies of the Software including its Documentation. Upon Vendor's request, Library agrees to certify to Vendor in writing its full compliance with this provision.
4. Assignment: This License and any rights granted herein shall not be transferred, sub-licensed or assigned to any third party without the prior written consent of Vendor.
5. Termination: If Library neglects or fails to pay the specified license fees, or fails to adhere to any of its obligations hereunder, this license may be immediately terminated by Vendor for cause.

6. Security and Limitations of License: Library acknowledges and agrees that:
- i. All Software and upgrades of Software (including its Documentation), which are provided to Library by Vendor, contain proprietary copyrighted, trade secret and/or confidential information of Vendor or its relevant third-party provider;
  - ii. Library shall not decrypt, reverse engineer, reverse compile, modify, or create derivative works of the Software;
  - iii. Library and its employees shall take all reasonable precautions to safeguard and hold all Software, including upgrades, additions and enhancements, in confidence, at least to the same extent that it protects its own most valuable confidential information;
  - iv. If Library violates this License or does not pay the agreed upon licensing fees, Vendor will have all of the rights provided herein and available under law, including the right to injunctive relief;
  - v. If any other communication, agreement or purchase order conflicts with, or may affect interpretation of, the understandings set forth herein, this License shall control as the singular expression of licensed rights.

**Exhibit 6: Notices**

If to Bibliotheca:

Al Coalla, Director  
Bibliotheca  
3169 Holcomb Bridge Rd., Ste. 200  
Norcross, GA 30071

877-207-3127 ext. 121  
[a.coalla@bibliotheca.com](mailto:a.coalla@bibliotheca.com)

If to Customer:

Barbara Brattin, Director  
Kenosha Public Library  
812 56<sup>th</sup> Street  
Kenosha, WI 53140-3735

262-564-6324  
[bbrattin@mykpl.info](mailto:bbrattin@mykpl.info)

**Exhibit 7: Access to All Bibliotheca Products**

Price list of all Bibliotheca products will follow this page and forms a part of this Agreement.

Exhibit 7

Purchase of 3M Library Systems' products - equivalents - are also available under this Agreement.



Product ID #	Product Name	List Price
<b>RFID TAGS</b>		
<b>Books/Magazines</b>		
TAG000010-000	smartlabel™ 110 2 x 2 SS RFID Tag	\$ 0.28
TAG000019-000	smartlabel™ 100 2" x 2" Clear Square Tag (1,000/roll)	\$ 0.32
TAG000001-000	smartlabel™ 100 Clear 2" x 2" Square Book Tag	\$ 0.39
TAG000017-000	smartlabel™ 110 2" x 2" Square Book Tag	\$ 0.28
TAG000018-000	smartlabel™ 200 2" x 3" Credit Card Sized Tag (1,000/roll)	\$ 0.30
TAG000207-000	smartlabel™ 210 2" x 3" Clear Credit Card Tag	\$ 0.32
<b>Media</b>		
TAG000004-000	smartlabel™ 300 CD/DVD Hub Tag	\$ 0.30
TAG000005-000	smartlabel™ 310 Standard Full Coverage DVD-Only Tag	\$ 0.75
TAG000101-000	smartlabel™ 320 StingRay Full Coverage CD/DVD Tag (for Printing)	\$ 0.96
TAG000112-000	smartlabel™ 320 StingRay Full Coverage CD/DVD Tag	\$ 0.96
TAG100220-000	CD/DVD Hub Tag with Additional Bar Code Label	\$ 0.62
<b>Specialty</b>		
TAG000028-000	smartlabel™ 120 Reusable RFID Tag (Min. Qty. 1,000)	\$ 0.25
TAG000029-000	smartlabel™ 120 Reusable RFID Tag Cover Label (Min. Qty. 1,000)	\$ 0.05
TAG000030-000	smartlabel™ 500 High Value Asset Tag (Min. Qty. 10 - Incl. shipping)	\$ 34.90
<b>Printing/Encoding/Barcode Labels</b>		
SER000004-001	smartlabel™ Printing on Std. Tag in Black	\$ 0.06
SER000016-001	smartlabel™ Printing on Std. Tag in 1 Color	\$ 0.06
SER000017-001	smartlabel™ Printing on Full Coverage Tag in Black	\$ 0.07
SER000022-001	smartlabel™ Printing on Full Cvg. Tag in 1 Color (or Blk. + Barcode)	\$ 0.08
SER000028-001	smartlabel™ Printing on Std. Tag with Logo + Barcode	\$ 0.06
SER000029-001	smartlabel™ Printing on Std. Tag in 2 Colors	\$ 0.07
SER000030-001	smartlabel™ Printing on Hub Tag in Black	\$ 0.06
SER000031-001	smartlabel™ Printing on Hub Tag in 1 Color	\$ 0.07
TAG000099-000	Tag Encoding - Pre-Encoding of RFID Tags	TBD
TAG100221-000	X-Range Full Coverage CD/DVD Tag with Additional Bar Code Label	\$ 1.50
TAG000321-000	Credit Card Sized Encoded Tag with Additional Bar Code Label	TBD
TAG000322-000	Square Book Tag (Encoded) with Additional Bar Code Label	\$ 0.60
<b>SOFTWARE</b>		
SWR000118-000	RFID All Inclusive Software Site License	TBD
SWR000119-000	RFID All Inclusive Software System License	TBD
SWR000004-000	smartadmin™ Software (Per Single Connected Device)	\$ 325.00
SWR000017-000	smartadmin™ Annual License (Per Single Connected Device - Beg. Yr. 2)	\$ 150.00
<b>SMARTSTATION™</b>		
<b>Software</b>		
SWR000002-000	smartstation™ Manager Individual Software License	\$ 990.00
SWR100002-000	smartstation™ Manager Unlimited Site License Software	TBD
SWR200002-000	smartstation™ Manager Unlimited System License	TBD
SWR000011-000	liber8™:connect Individual License	\$ 4,450.00
SWR100011-000	liber8™:connect Site License	TBD
SWR200011-000	liber8™:connect System License	TBD
<b>RFID Staff Stations and Tagging Carts</b>		
STF000017-001	smartstation™ 200 Shielded Staff Station (USB) (Hardware)	\$ 1,450.00
STF000017-B01	smartstation™ 200 Shielded Staff Station (USB) (Bundled w/liber8:connect OR smartstation Mgr.)	\$ 2,950.00
STF000007-000	smartstation™ 300 Extra Large Shielded Staff Station	\$ 2,195.00
STF000007-B00	smartstation™ 300 XL Shielded Staff Station (USB) (Bundled w/liber8:connect)	\$ 3,745.00
STF000015-000	smartstation™ 400 Proximity Staff Antenna (USB)	\$ 795.00
STF000012-000	smartstation™ 700 Mobile Tagging Station (Hardware)	\$ 10,995.00
STF000012-B00	smartstation™ 700 Mobile Tagging Station (Bundled)	\$ 12,595.00
STF700001-000	smartstation™ 700 Tagging Cart Lease (Qty. is Per Month)	\$ 520.00
AAAD00246-000	Extra Battery for smartstation™ 700	\$ 595.00
STF000014-000	smartstation™ 700 Tag Label Dispenser	\$ 1,095.00
<b>SMARTSTOCK™</b>		
<b>smartstock™ 200</b>		
SWR000006-000	smartstock™ Individual Software License	\$ 1,490.00
SWR100006-000	smartstock™ Unlimited Site License Software	TBD
SWR200006-000	smartstock™ System Software License	TBD
HND000002-000	smartstock™ 200 All-in-One Inventory Reader (Hardware)	\$ 6,195.00
HND000002-B00	smartstock™ 200 All-in-One Inventory Reader (Bundled)	\$ 7,535.00
<b>smartstock™ 300</b>		

SWR000022-000	smartstock™ 300 Software Site License (for up to 10 devices)	\$ 1,495.00
HND000006-000	smartstock™ 300 Handheld Device (req. addl. Apple iPod Touch Gen4 - not incl.)	\$ 2,095.00
HND000009-000	smartstock™ 300 Handheld Device with Apple iPod Touch (Gen4) 16GB, Black	\$ 2,995.00
HND000008-000	smartstock™ 300 Mobile Printer	\$ 1,395.00
AAA000035-000	smartstock™ 300 Mobile Printer Receipt Paper (98 ft.)	\$ 2.00

**KIOSKS/SELF-CHECKOUTS**

**Software**

SWR000007-000	liber8™ Individual Software License	\$ 4,450.00
SWR100007-000	liber8™ Unlimited Site License Software	TBD
SWR200007-000	liber8™ System Software License	TBD

**Options/Add-Ons**

AAA000262-000	Fixed Mount 2D Bar Code Scanner (Existing Installs)	\$ 995.00
AAA100089-000	Place Items Here Sticker with Icon and Text	\$ 6.95
SCK000359-000	Place Items Here Sticker with Icon	\$ 3.60
SCK000357-000	kioskclean™ kit	\$ 7.95
AAA100096-000	smartserve™ Kiosk Receipt Paper	\$ 2.00
SCK000695-000	One-Time Release Station for Countertop Kiosk	\$ 5,840.00
SCK000694-000	Kwik Case Release Station for Countertop Kiosk	\$ 5,840.00
SCK100161-000	Kwik Case Release Station for Freestanding Kiosk	\$ 10,500.00
SCK100162-000	One-Time Release Station for Freestanding Kiosk	\$ 10,800.00

**smartserve™ 200**

SCK100218-200/219-200	smartserve™ 200 RFID Countertop Self-Checkout in Black or White (Hardware)	\$ 6,895.00
SCK100218-B00/219-B00	smartserve™ 200 RFID Countertop Self-Checkout in Black or White (Bundled)	\$ 8,895.00
SCK100206-000/217-000	smartserve™ 200 One-Time Unlocker (Black or White)	\$ 6,695.00
SCK000659-000	Coin and Bill Acceptor	\$ 3,995.00

**smartserve™ 400**

SCK000004-200	smartserve™ 400 Self-Checkout Freestanding Kiosk (Hardware)	\$ 8,895.00
SCK000004-B00	smartserve™ 400 Self-Checkout Freestanding Kiosk (Bundled)	\$ 10,895.00
SCK000023-001	Custom Standard Color for smartserve™ 400	\$ 895.00
SCK000024-000	smartserve™ 400 Magnetic Overlay	\$ 750.00
SCK100401-001	smartserve™ 400 Coin & Bill Cash Payment	\$ 3,495.00
SCK100404-000	smartserve™ 400 One-Time Unlocker	\$ 6,595.00
SCK100408-000	smartserve™ 400 Option 2D BC Scanner	\$ 695.00
SCK000029-001	smartserve™ 400 Payment Housing Unit	\$ 2,095.00
SCK000030-000	Custom Standard Color for smartserve™ 400 Payment Housing	\$ 195.00
SCK000152-000	smartserve™ 400 Payment Tower Magnetic Overlay	\$ 495.00
SCK700003-001	smartserve™ 400 Comprise Bracket	\$ 215.00

**smartserve™ 1000**

SCK200000-000/001-000	smartserve™ 1000 Freestanding Self-Checkout in Black or White (Hardware)	\$ 12,995.00
SCK200000-B00/001-B00	smartserve™ 1000 Freestanding Self-Checkout in Black or White (Bundled)	\$ 15,995.00
SCK200023-000	smartserve™ 1000 Height Adjustability Option	\$ 1,450.00
SCK200019-000/020-000	smartserve™ 1000 Countertop Self-Checkout Kiosk in Black or White (Hardware)	\$ 10,995.00
SCK200019-B00/020-B00	smartserve™ 1000 Countertop Self-Checkout Kiosk in Black or White (Bundled)	\$ 13,995.00
SCK200009-000	smartserve™ 1000 Integrated One-Time Unlocker	\$ 5,395.00
SCK200010-000	smartserve™ 1000 Glass Side Shelf	\$ 295.00
SCK200011-000	smartserve™ 1000 Return Bin	\$ 895.00
SCK200013-000	smartserve™ 1000 Custom Color	\$ 860.00
SCK200014-001	smartserve™ 1000 Coin & Bill Payment	\$ 3,895.00
SCK200015-001	smartserve™ 1000 Comprise Bracket	\$ 215.00

**Fines & Fees / Payment**

SCK000147-000	Fines & Fees Configuration Fee for smartserve™ Units	\$ 895.00
SWR100167-000	Fines & Fees Unlimited System License	\$ 2,200.00
AAA000348-001	Comprise SmartPay System (Per Terminal) for Countertop Kiosks	\$ 2,495.00
SCK000033-001	Comprise SmartPay System (Per Terminal) for Freestanding Kiosks	\$ 2,495.00

**SECURITY GATES**

SVC000004-000	smartgate™ Pedestal Configuration Fee (Per Pedestal)	\$ 125.00
SWR200005-000	smartgate™ manager System Software License	\$ 3,595.00
SWR100005-000	smartgate™ manager Site Software License	\$ 4,950.00
GAT000007-001	smartgate™ 400 Single Aisle Security Gate (Hardware)	\$ 8,295.00
GAT000007-B01	smartgate™ 400 Single Aisle Security Gate (Bundled)	\$ 9,795.00
GAT000008-001	smartgate™ 400 Dual Aisle Security Gate (Hardware)	\$ 11,395.00
GAT000008-B01	smartgate™ 400 Dual Aisle Security Gate (Bundled)	\$ 12,895.00
GAT000009-001	smartgate™ 400 Triple Aisle Security Gate (Hardware)	\$ 14,695.00
GAT000009-B01	smartgate™ 400 Triple Aisle Security Gate (Bundled)	\$ 16,195.00
GAT000010-000	smartgate™ 400 Quad Aisle Security Gate (Hardware)	\$ 18,995.00
GAT000010-B01	smartgate™ 400 Quad Aisle Security Gate (Bundled)	\$ 20,495.00

GAT000047-000	smartgate™ 400 RAL Pedestal Color	\$ 495.00
GAT000610-000	smartgate™ 600 Extended Width Single Aisle	\$ 11,295.00
GAT000620-000	smartgate™ 600 Extended Width Dual Aisle	\$ 15,895.00
GAT000630-000	smartgate™ 600 Extended Width Triple Aisle	\$ 20,795.00
GAT000640-000	smartgate™ 600 Extended Width Quad Aisle	\$ 25,495.00
<b>SMARTBLADE™ 210</b>		
SCK000937-000	smartserve™ 410 Kiosk	\$ 8,995.00
BLD000001-000	smartblade™ 210 Small Book Shelf	\$ 2,395.00
BLD000002-000	smartblade™ 210 Large Book Shelf	\$ 2,695.00
BLD000003-000	smartblade™ 210 Magazine Shelf	\$ 895.00
BLD000004-000	smartblade™ 210 CD/DVD Shelf	\$ 1,095.00
BLD000010-000	smartblade™ 210 Control Box	\$ 4,295.00
<b>SMARTLOCKER™</b>		
SWR000021-000	smartlocker™ Manager Software	\$ 2,995.00
SLR000001-000/005-000	smartlocker™ 100 Central Kiosk w/Touchscreen & 4 Lockers in Black or White (Hardware)	\$ 11,095.00
SLR000002-000/006-000	smartlocker™ 105 Double Height 5-Locker Module in Black or White (Hardware)	\$ 7,195.00
SLR000003-000/007-000	smartlocker™ 105R 5-Locker Module with Items Return in Black or White (Hardware)	\$ 5,895.00
SLR000004-000/008-000	smartlocker™ 110 Standard Height 10-Locker Module in Black or White (Hardware)	\$ 5,895.00
SLR000009-000	smartlocker™ Custom Color	\$ 1,395.00
SLR000050-000	smartlocker™ Graphic Wrap (Per Tower)	\$ 795.00
SLR100004-000/008-000	smartlocker™ 110 24 + Locker Additional Control Unit (Black or White)	\$ 7,395.00
<b>SMARTCASE™</b>		
SAF000001-001	smartcase™ 100 1-Disc CD Case (Min. Order Qty. 100)	\$ 1.03
SAF000002-001	smartcase™ 110 CD Double Tray Snap-In Insert (Min. Order Qty. 100)	\$ 0.30
SAF000003-001	smartcase™ 210 1-Disc DVD Case (Min. Order Qty. 100)	\$ 1.19
SAF000004-001	smartcase™ 220 4-Disc DVD Case (Min. Order Qty. 100)	\$ 1.56
SAF000005-001	smartcase™ 230 6-Disc DVD Case (Min. Order Qty. 100)	\$ 2.20
SAF000006-001	smartcase™ 240 DVD Single Tray Snap-In Insert (Min. Order Qty. 100)	\$ 0.30
SAF000007-001	smartcase™ 250 DVD Double Tray Snap-In Insert (Min. Order Qty. 100)	\$ 0.34
SAF000008-001	smartcase™ 300 Blu-Ray 1-Disc Case (Min. Order Qty. 100)	\$ 1.08
SAF000009-001	smartcase™ 310 Blu-Ray Single Tray Snap-In Insert (Min. Order Qty. 100)	\$ 0.33
SAF000010-000	smartcase™ 320 Blu-Ray Double Tray Snap-In Insert (Min. Order Qty. 100)	\$ 0.34
SAF000011-001	smartcase™ 400 16-Disc Playaway Case (Min. Order Qty. 100)	\$ 4.48
SAF000012-000	smartcase™ 500 One-Time™ Manual Unlocker	\$ 215.00
SAF000107-001	One-Time™ 32-Disc Audiobook	\$ 3.36
SAF000108-001	One-Time™ Audiobook (16 Discs)	\$ 2.65
SAF000109-001	Clear One-Time™ Dual CD Case	\$ 1.35
SAF000111-001	smartcase™ Black One-Time™ Dual DVD Case	\$ 1.15
SAF000114-001	One-Time™ Snap-in Blu-Ray Insert	\$ 0.37
<b>SORTING SYSTEMS</b>		
SWR000001-000	smartreturn™ Software License	\$ 1,990.00
<b>smartsort™ 100</b>		
AMH000017-000	smartsort™ 100 AMH System	TBD
AMH100017-000	smartsort™ 100 Plexiglas Sorter Cover	\$ 995.00
AMH000432-000	Patron Receipt Center (for use with RFID-enabled book return)	\$ 3,495.00
<b>smartsort™ 200</b>		
AMH250000-000	smartreturn™ 250 RFID Enabled Book Drop (Requires Bin) (Hardware)	\$ 30,395.00
AMH250000-B00	smartreturn™ 250 RFID Enabled Book Drop (Requires Bin) (Bundled)	\$ 31,895.00
AMH253000-000	smartreturn™ 253 3-bin Internal AMH	\$ 47,995.00
AMH255000-000	smartreturn™ 255 5-bin Internal AMH	\$ 54,995.00
AMH200003-000	smartreturn™ 250 Patron Receipt Option	\$ 1,795.00
<b>smartsort™ 300</b>		
AMH000002-000	smartsort™ 300 AMH System	TBD
<b>smartsort™ 400</b>		
AMH000001-000	smartsort™ 400 AMH System	TBD
AMH100016-000	smartsort™ 400 Plexiglas Sorter Cover	\$ 995.00
<b>Bins</b>		
AMH200001-000	Small Wheeled Return Bin (Secondary)	\$ 1,895.00
AMH200002-000	Large Standard Wheeled Return Bin (Primary)	\$ 1,995.00
<b>SERVICES</b>		
SER000002-000	Remote Configuration and/or Training	\$ 750.00
SER000003-000	Pre-Installation Site Survey	\$ 1,500.00
SHP000001-000	Shipping, Handling, and Administration	TBD

SVC000001-000	On-Site Installation and/or Training (fee per day per training site)	\$ 2,500.00
SVC000008-000	Tagging Services	TBD
<b>HANDYHOLDS™</b>		
AMH001082-000	HandyHolds System Package	\$ 1,450.00
AAA000221-000	Thermal Receipt Printer for HandyHolds	\$ 850.00
<b>COMPRISE</b>		
COM000001-000	SAM Copy Controller Hardware	TBD
COM000002-000	SmartMoney Manager POS SmartTerminal Hardware	TBD
COM000003-000	SmartMoney Manager POS Cash Drawer Hardware	TBD
COM000004-000	SmartMoney Manager POS All-in-One PC Terminal Hardware	TBD
COM000005-000	SmartKiosk Hardware Comprise Kiosk	TBD
COM100000-000	SAM PC Booking Site Software (10 Seats)	TBD
COM100001-000	SAM PC Booking Additional Seat Software	TBD
COM100002-000	SAM Wireless Printing Software for Laptops	TBD
COM100003-000	SAM Wireless Printing Software for Smart Devices	TBD
COM100004-000	SAM Print Release Station Software	TBD
COM100005-000	SAM Simpler Hosted Software	TBD
COM100007-000	SmartMoney Manager Point-of-Sale Software	TBD
COM100008-000	SmartKiosk Software for Bibliotheca Kiosks	TBD
COM100009-000	SmartReport Solution	TBD
COM100011-000	SAM Email and Text Notification for Sign-Up System Notices	TBD
COM000006-000	SmartPay Online Payment Gateway for Websites (eCommerce)	TBD
COM000007-000	SAM Copier Controller Software (MFD)	TBD
COM000008-000	SmartKiosk Smart Terminal Payment Card Reader	TBD

**Exhibit 8: liber8:Payment™ Service Provision**

This addendum covers the provision of services to the customer for acceptance of Mag stripe credit and debit cards at payment terminals; once signed, it is binding on both parties. The service is provided by Creditcall and managed by Unattended Card Payments Inc. (hereafter referred to as UCP) as its official distributor.

- **Period:** minimum of 12 months, thereafter the customer may cancel with one full calendar month notice; after this period, no further charges are liable.
- **Cards accepted:** Visa, MasterCard, American Express, Visa Debit, Discover, Solo, and Maestro (subject to Codes of Practice).

**Processing Charges:** PSP Charges including refunds made via WebMIS.

Number of Terminals	Number of Transactions	Annual Cost	Number of transactions	Annual Cost
1 - 100	up to 750 per month	\$228	between 750 - 1,500 per month	\$456
101 - 250	up to 750 per month	\$210	between 750 - 1,500 per month	\$420
251 - 500	up to 750 per month	\$198	between 750 - 1,500 per month	\$396
500+	up to 750 per month	\$174	between 750 - 1,500 per month	\$348

- **Refund charges:** \$2 per refund (manual refunds made by Creditcall).
- **Set-up charges:** \$285 per merchant ID, this includes unlimited terminals added at set up and one WebMIS log-in. The customer should allow one week for the Merchant Account to be set-up and 48 hours for terminals to be added to an existing Merchant Account.
- **Subsequent terminal set-up charges:** \$15 per terminal where added to an existing Merchant ID capped at \$150 per request.
- **Additional WebMIS Log-ins:** \$70 per log-in.
- **Payment terms:** Net 30, delay in receipt of due payments may mean UCP will terminate the service.

**1. Changes to this Agreement**

- 1.1 UCP must provide 60 days' notice to the customer of any change in pricing. The customer may cancel the agreement with 30 days written notice due to an increase in pricing.

**2. Rights**

- 2.1 The Intellectual property in the service provided shall remain exclusively owned by Creditcall.
- 2.2 Neither party may use each other's name, logo, trademark or Intellectual property without written approval of the other.
- 2.3 Both parties will use their best endeavors to ensure that they do nothing that will bring disrepute to the other party's name or reputation,

**3. Data Protection**

- 3.1 Both parties shall observe and comply with the requirements of Data Protection laws.

**4. Force Majeure**

- 4.1 Neither party shall be liable of any breach of this agreement due to any cause beyond its reasonable control.

**5. Liabilities/Obligations**

Customer obligations – the customer shall:

- 5.1 At all times throughout the duration of this agreement ensure that all publicity, signage and/or promotional material issued by the customer in respect of or in connection with the PSP service complies in all respects with the codes of practice. The customer shall not in any publicity or other promotional activity state or imply any approval by UCP or Creditcall of any offering in any way without the prior written approval of a duly authorized officer of UCP or Creditcall, which shall not be unreasonably withheld.
- 5.2 Ensure that all rights, authorizations, licenses, exemptions, consents and permissions have been obtained or granted and all such requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the PSP service and shall at all times throughout the duration of this agreement maintain in full force and effect all such rights, authorizations, licenses, exemptions, consents and permissions and comply with all such requirements.
- 5.3 Undertake not to disconnect or interfere with the operation of the PSP service except where explicitly agreed in writing between the parties and to use its best endeavors to prevent such disconnection or interference by a third party.
- 5.4 Ensure that only the sale of those services and/or products as agreed with UCP and as documented in the customer account information will take place. UCP reserves the right to treat any breach of this clause as a material breach for the purpose of this agreement.
- 5.5 Not use the PSP service in any manner whatsoever which constitutes a violation of any law or regulation or which may cause UCP or Creditcall to be subject to any investigation, prosecution or legal action. UCP reserves the right to terminate this agreement with immediate effect in the event that this clause is subject to a breach by the customer.
- 5.6 Acknowledge that UCP/Creditcall does not have access to the customer's merchant account and that it is therefore the customer's responsibility to reconcile the payments being made into the customer merchant account with the transactions processed by the PSP service. In the event that the customer identifies a discrepancy, they must notify UCP as soon as reasonably practical. UCP will treat any such notification as a high priority problem. UCP/Creditcall shall have no liability for discrepancies, which have occurred more than 14 days prior to the date any such problem is notified to them.

**6. Payment Card Industry Data Security Standards (PCI DSS)**

6.1 The customer shall not:

- 6.1.1 Store any element of the card transaction, other than temporarily to process the transaction with the PSP service: this explicitly includes (but is not limited to) any card numbers, CVV, CVV2, CVV3, or PW information and any track 2 information derived from the chip or magnetic strip; or

6.1.2 Log any element of the card transaction for any purpose at all including debugging or auditing and nor will any other record of the card transaction be held electronically or on paper.

6.2 The customer will encrypt or obscure the card numbers either by masking all digits except the first 6 and the last 4 numbers; using the last 4 digits only or by applying a secure one-way hashing algorithm such as SHA-1.

## 7. Financial Provisions

The customer is responsible for:

7.1 The set-up of the merchant account with the merchant acquiring bank.

7.2 Any and all set up and bank charges associated with the merchant account.

## 8. Limitation of Liability

8.1 All risks in respect of authorization and/or settlement of transactions and refunds by the bank system lie with the customer and/or the relevant financial institution and UCP/Creditcall shall have no liability in respect thereof to the customer except where a transaction or refund fails due to UCP/Creditcall's negligent act or omission in which case UCP/Creditcall's sole liability will be to reprocess the transaction of refund.

8.2 The customer acknowledges and agrees that UCP/Creditcall will have no liability in contract or in tort for:

8.2.1 The timeliness, standard, quality and /or suitability of the offering.

8.2.2 In respect of any charge, cancellation or dispute relating to the offering.

8.3 The customer will fully indemnify UCP/Creditcall against any and all expenses, losses or damages resulting from claims or demands brought against UCP/Creditcall in respect of the offering. UCP shall as soon as reasonably possible give notice to the customer of any such action proceeding, claim or demand and shall not settle or compromise any claim against UCP/Creditcall without the prior written consent of the customer, which shall not be unreasonably withheld or delayed.

## 9. Service Availability

9.1 UCP will use all reasonable endeavors to provide and maintain the Services 24 hours in every day on every day of the year, but UCP shall not be liable for any failure to provide or maintain the Services in such manner where this arises from a technical or other failure of the Public System, the Bank System or any product or service supplied by the Customer or by a third party. UCP does not warrant that the Services, the Bank System or the Public System will be fault free or free of interruptions.

9.2 UCP have the right from time to time to improve or alter the services as it deems appropriate provided such changes do not materially change the nature of the Services.

9.3 Service obligation for each year is 99.5%. Planned outages previously notified to the customer shall not be deemed occurrences of unavailability for the purposes of the

service availability obligation. UCP will work with the customer to ensure any planned outages are scheduled at low traffic periods.

**10. Law**

- 10.1 This agreement shall be governed by and construed in accordance with Nevada State law.

Accepted by Creditcall:

\_\_\_\_\_  
Rob Chilcoat, President, N. American Operations

\_\_\_\_\_  
Date

Bibliotheca, LLC  
403 Hayward Ave. N.  
Oakdale, MN 55128  
United States

3169 Holcomb Bridge Rd., Ste. 200  
Norcross, GA 30071  
United States

[www.bibliotheca.com](http://www.bibliotheca.com)  
[info-us@bibliotheca.com](mailto:info-us@bibliotheca.com)



## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("Landlord"), and RG Aviation, LLC, an Illinois limited liability company, ("Tenant").

### RECITALS:

WHEREAS; the Landlord operates the Kenosha Regional Airport (the "Airport") and owns the land upon which the Airport is located; and

WHEREAS, the Landlord entered into a Lease with RG Aviation, LLC fully executed as of May 13, 2013, whereby the Landlord leased to RG Aviation, LLC certain land at the Airport consisting of approximately 15,150 square feet commonly known as 10420 52<sup>nd</sup> Street and more particularly described on attached Exhibit A (the "Premises") for a term covering the period of April 1, 2013, through and including March 31, 2033; and

WHEREAS, Tenant has sold, or will sell, its airport hangar to Windsock & Beacon, LLC, an Illinois limited liability company; and

WHEREAS, expressly conditioned upon the sale of the airport hangar to Windsock & Beacon, LLC and the execution of a new lease for the Premises between Windsock & Beacon, LLC and the Landlord, the Landlord and Tenant desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.
2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.
3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.
4. Termination. Upon the closing of the sale of the airport hangar to Windsock & Beacon, LLC, the payment to the Landlord of all sums due and owing under the Lease, and the execution of a new lease between the Landlord and Windsock & Beacon, LLC, the Lease shall be terminated, and the Tenant shall be fully, completely and forever released from all duties, obligations and liabilities under the Lease. In the event the conditions for the termination of the Lease set forth in this paragraph 4 are not satisfied, this Agreement shall be null and void and the Lease shall remain in full force and effect.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Modification. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.

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

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

9. Remedies. The parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

10. Attorneys' Fees. If any party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing party hereto.

11. Costs and Expenses. The parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)  
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)



RG AVIATION, LLC  
an Illinois limited liability company

BY: [Signature]  
LISA R. ROSE, Manager

Date: 5/4/2016

STATE OF Illinois  
:SS.  
COUNTY OF Lake

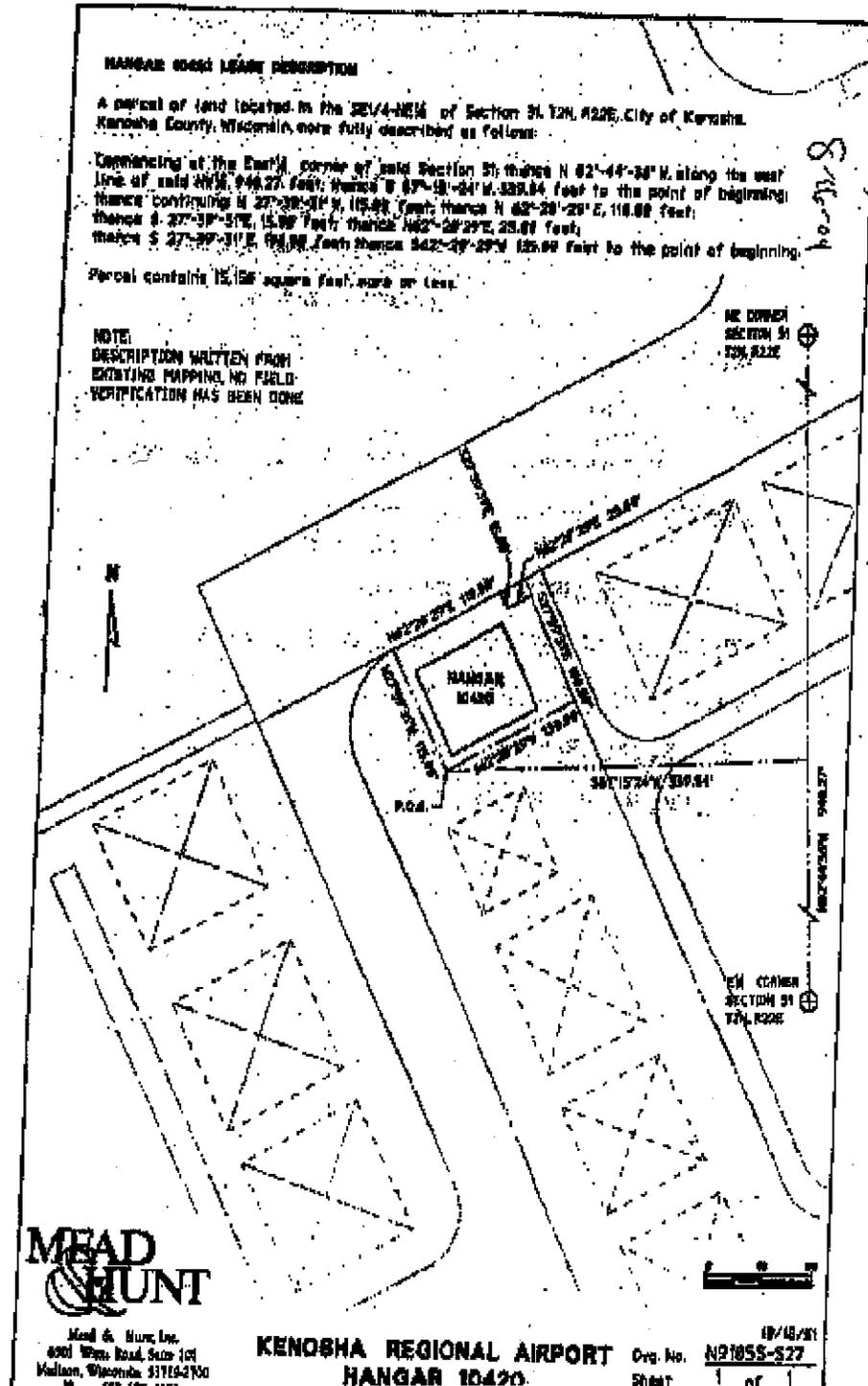
Personally came before me this 4<sup>th</sup> day of May, 2016, Lisa R. Rose,  
to me known to be the Manager of RG Aviation, LLC and acknowledged to me that she executed  
the foregoing instrument as the agreement of said limited liability company, by its authority.

[Signature]  
Print Name: Melanie Fusaro  
Notary Public, State of Illinois  
My Commission expires/is: 9/25/2019



This document drafted by:  
  
JONATHAN A. MULLIGAN  
Assistant City Attorney

EXHIBIT A



## LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("Landlord"), and Johnson Bank, ("Tenant") as of \_\_\_\_\_, 2016 (the "Effective Date").

### RECITALS:

WHEREAS, the Landlord operates the Kenosha Regional Airport (the "Airport") and owns the land upon which the Airport is located; and

WHEREAS, the Landlord entered into a Lease with Mitch and Chris, LLC fully executed as of May 20, 2005, whereby the Landlord leased to Mitch and Chris, LLC certain land at the Airport consisting of approximately 34,814 square feet commonly known as 9500 52<sup>nd</sup> Street and more particularly described on attached Exhibit A (the "Premises") for a term covering the period of July 1, 2005 through June 30, 2025; and

WHEREAS, the Landlord consented to a mortgage of the leasehold interest in the Premises between Mitch and Chris, LLC and Johnson Bank by virtue of a Landlord's Agreement between the Landlord, Johnson Bank and Mitch and Chris, LLC recorded with the Kenosha County Register of Deeds on August 8, 2005 on Document No. 1444466; and

WHEREAS, as a result of the default by Mitch and Chris, LLC in the repayment of the loan to Johnson Bank secured by the mortgage on the leasehold interest in the Premises, Johnson Bank foreclosed the leasehold interest of Mitch and Chris, LLC in the Premises pursuant to a Judgment of Foreclosure and Sale entered in Kenosha County Circuit Court Case No. 12-CV-1172; and

WHEREAS, pursuant to the Judgment of Foreclosure, the leasehold interest of Mitch and Chris, LLC in the Premises was sold at Sheriff's Sale to Johnson Bank whereupon all of the leasehold interest of Mitch and Chris, LLC, including the leasehold interest pursuant to the Lease between the Landlord and Mitch and Chris, LLC, was conveyed to Johnson Bank by virtue of the Sheriff's Deed on Foreclosure recorded with the Kenosha County Register of Deeds on January 11, 2013 as Document No. 1692347; and

WHEREAS, by virtue of the Sheriff's Deed on Foreclosure Johnson Bank is the current Tenant of the Premises under the Lease; and

WHEREAS, the airport hangar on the Premises will be sold by Johnson Bank to Hangar 9500, LLC and Hangar 9500, LLC will be entering into a lease for the Premises subject to the approval of the Airport Commission and the Common Council; and

WHEREAS, expressly conditioned upon the sale of the airport hangar to Hangar 9500, LLC and the execution of a new lease for the Premises between Hangar 9500, LLC and the Landlord, the Landlord and Tenant desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.
2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.
3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.
4. Termination. The Lease is terminated as of the Effective Date, and the Tenant is fully, completely and forever released from all duties, obligations and liabilities under the Lease.
5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Modification. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
9. Remedies. The parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.
10. Attorneys' Fees. If any party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing party hereto.
11. Costs and Expenses. The parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.





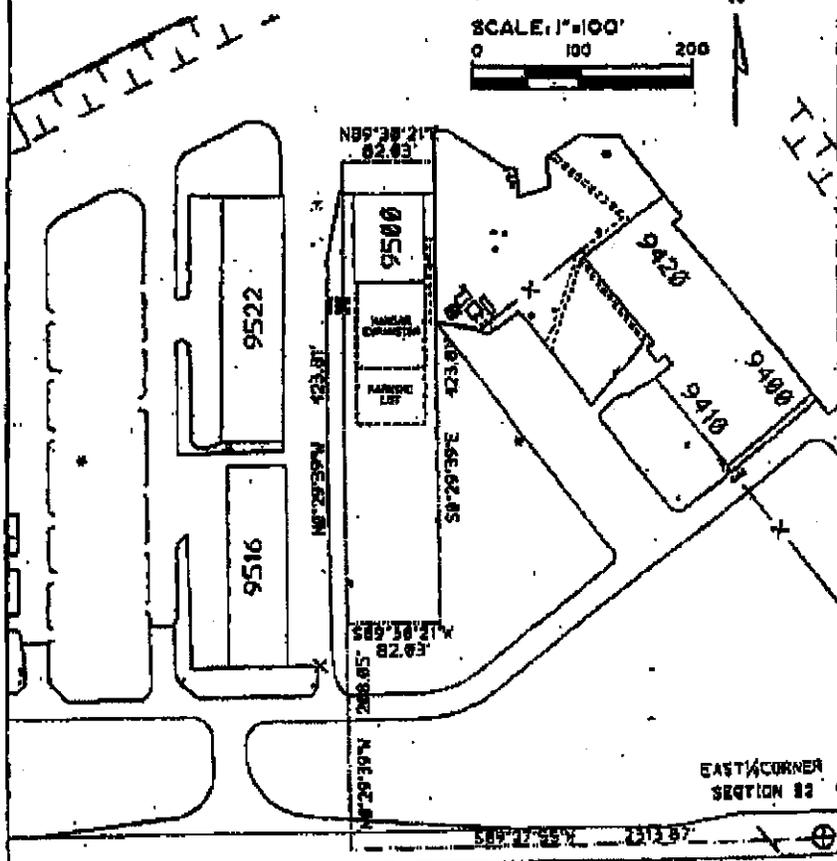
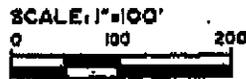
**EXHIBIT A**

**Building No. 9500 Lease Description**

A parcel of land located in the SW<sup>1</sup>/<sub>4</sub>-NE<sup>1</sup>/<sub>4</sub> of Section 32, T2N, R12E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East <sup>1</sup>/<sub>4</sub> corner of said Section 32, thence S 89°-27'-55" W, along the south line of said NE <sup>1</sup>/<sub>4</sub>, 232.87 feet; thence N 0°-29'-39" W, 288.85 feet to the point of beginning, thence continuing N 0°-29'-39" W, 423.81 feet; thence N 89°-28'-37" E, 82.83 feet, thence S 0°-29'-39" E, 423.81 feet; thence S 89°-28'-37" W, 82.83 feet to the point of beginning.

Parcel contains 34,763 square feet, more or less.



**KENOSHA REGIONAL AIRPORT  
BUILDING NO. 9500 LEASE DESCRIPTION**

Doc No. **N91855-515**

TERMINATION OF LANDLORD'S AGREEMENT

Document Number

Document Title

**THIS TERMINATION OF LANDLORD'S AGREEMENT** (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Kenosha, a Wisconsin municipal corporation (the "City"), and Johnson Bank (the "Bank").

**RECITALS:**

**WHEREAS**, the real property located at 9500 52nd Street, Kenosha, Wisconsin and which is more particularly described on Exhibit A attached hereto, is subject to a certain lease by and between the City, as landlord, and Mitch and Chris, LLC, a Wisconsin limited liability company, as tenant ("Tenant"), dated July 1, 2005 (the "Original Lease").

**WHEREAS**, the Bank, Tenant and the City entered into that certain Landlord's Agreement dated July 19, 2005, and which was recorded on August 8, 2005 as Document No. 1444466 (the "Landlord's Agreement").

**WHEREAS**, the Bank acquired Tenant's leasehold interest in the Original Lease pursuant to that certain Sherriff's Deed On Foreclosure dated December 3, 2012, and which was recorded on January 11, 2013, as Document No. 1692347.

**WHEREAS**, the City and the Bank terminated the Original Lease pursuant to that certain Lease Termination Agreement dated \_\_\_\_\_, 2016.

**WHEREAS**, the City and the Bank desire to terminate the Landlord's Agreement.

**NOW THEREFORE**, in consideration of the RECITALS and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Bank agree as follows:

1. The Landlord's Agreement Terminated. The Landlord's Agreement shall be deemed terminated, released and of no further force and effect.
2. Counterparts. This Agreement may be executed by the parties in counterparts, in which event the signature pages thereof shall be combined in order to constitute a single original document.

Recording Area

This Document was drafted by and should be returned to:

Adam Jardine, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 N. Water Street, Ste. 1700  
Milwaukee, WI 53202

Part of 08-222-32-101-004  
Parcel Identification Number (PIN)

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns

4. Severability. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

*[signature page follows]*



JOHNSON BANK, as tenant

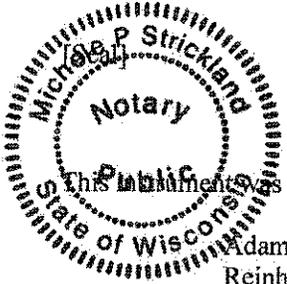
BY: [Signature]  
Name: Robert MacDonald  
Its: Vice President

JOHNSON BANK, as lender

BY: [Signature]  
Name: Robert MacDonald  
Its: Vice President

State of Wisconsin )  
                                  : SS  
Milwaukee County )  
~~RACINE~~

This instrument was acknowledged before me on 3rd day of May, 2016, by Robert MacDonald as Vice President of Johnson Bank.



[Signature]  
Print Name: Michael Strickland  
Notary Public, State of Wisconsin  
My commission 6/18/2019

This instrument was drafted by, and after recording should be returned to:

Adam Jardine  
Reinhart Boerner Van Deuren s.c.  
1000 N. Water Street, Suite 1700  
Milwaukee, WI 53202

**EXHIBIT A**

Legal Description

A parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 32, Town 2 North, Range 22 East of the Fourth Principal Meridian, more fully described as: Commencing at the East Quarter of said Section 32, thence South 89°27'55" West along the South Line of said Northeast Quarter, 2,313.87 feet; thence South 89°29'39" West 388.05 feet to the very point of beginning; thence continuing North 0°29'39" West 243.81 feet; thence North 89°30'21" East 82.03 feet; thence South 0°29'39" East 243.81 feet; thence South 89°30'21" West 82.03 feet to the point of beginning.

# Kenosha Regional Airport Lease Summary

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**Windsock & Beacon, LLC**  
10420 - 52nd Street

- 1.) **TERM:** 20 years; June 1, 2016 through and including May 31, 2036
- 2.) **RATE:** Annual Fee \$.20 = \$3,030.00  
                   Biannual Payments \$.20 = \$1,515.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10420 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 15,150 sq. ft. Constructed 2002
- 6.) **HANGAR DIMENSIONS:** 80' x 90'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** Hangar Purchased from RG Aviation, LLC.

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

And

WINDSOCK & BEACON, LLC  
An Illinois Limited Liability Company  
10420 52nd Street,  
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Windsock & Beacon, LLC, an Illinois limited liability company, 10420 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

WHEREAS, the Lessee desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 10420 52nd Street consisting of one (1) building, approximately eighty (80') feet by ninety (90') feet in size; 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 the Lessee agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND. The City Leases to the Lessee Fifteen Thousand One Hundred Fifty (15,150) square feet of land located at 10420 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as Hangar 10420 Lease Description hereinafter referred to as the "Premises".

1.2 ACCEPTANCE. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

2.1 TERM. The Term of this Lease is for the period of June 1, 2016, through and including May 31, 2036, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the parties.

## ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.3, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Three Thousand Thirty Dollars (\$3,030.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the Premises. The rent shall be payable in equal semiannual installments of One Thousand Five Hundred Fifteen Dollars (\$1,515.00) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 LATE PAYMENTS. Late payment of the rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

3.3 RENT ADJUSTMENT. The rent may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent adjustments shall not be inconsistent with other land Leases at the Airport.

## ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

- a. Builder's All Risk Insurance in the amount of the full value of the 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 the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the 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 the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the 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 the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents 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 the Lessee involving the construction of the 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 the City, or any of its officers, employees or agents.

4.7 INSPECTION. The City shall have the right, 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.

4.8 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 the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any

other person engaged in any part of the construction work and the 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.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or Termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new Lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease Termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

#### ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The Lessee shall use the Premises as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall also be permitted to use the Premises for the airframe and power plant repairs of aircraft owned by the Lessee and its tenants. Airframe and power plant repairs of aircraft owned by the Lessee are to be performed by the Lessee or a person who is regularly employed by the Lessee, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the Lessee are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 **LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR.** All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 **CHANGED USE.** Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease.

5.5 **PROHIBITED USE.** The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from self-fueling or selling or dispensing aviation fuel to any person or party. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 **NONEXCLUSIVE AIRPORT RIGHTS.** Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport Lessee.

5.7 **COMMON AREA OF AIRPORT.** The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee and its tenants.

#### ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

#### ARTICLE 7 – PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

## ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, Lessee or manager.

## ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the 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 the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

#### ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

#### ARTICLE 11 - ACCESS TO PREMISES

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

## ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 **LAWS, RULES, REGULATIONS AND ORDERS.** From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other 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 the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 **SAFETY.** The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 **LICENSES, CERTIFICATES AND PERMITS.** The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 **TAXES AND FEES.** The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

## ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

## ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

## ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

## ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

## ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the Terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

## ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

**ARTICLE 19 - CITY RESERVATION OF RIGHTS  
FOR PROTECTION OF PREMISES**

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

**ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT**

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the 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, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

**ARTICLE 21 - NATURAL DISASTER**

The Lessee's obligations during the Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee or its tenants cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

**ARTICLE 22 - NATIONAL EMERGENCY**

During time of war, national emergency, riot or natural disaster, the City shall have the right to Lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any Lease to any such government, shall be suspended for the period of such government Lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the Leasehold value.

## ARTICLE 23 – LIABILITY INSURANCE

23.1 **INSURANCE REQUIRED.** The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 **PROOF OF INSURANCE.** The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease.

23.3 **INCREASED COVERAGE.** The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee’s operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 **FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 **REQUIRED MINIMUM COVERAGE.** The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability  
\$1,000,000.00 Each Occurrence having the following coverages:
  - i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
  
- B. Automobile Liability  
\$1,000,000.00 Single Limit each accident having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- C. Worker's Compensation: Statutory Limits  
Employer's Liability  
\$100,000.00 Each Accident  
\$100,000.00 Disease, Each Employee  
\$500,000.00 Disease, Policy Limit

**ARTICLE 24 - INSURANCE OF IMPROVEMENTS**

24.1 **INSURANCE REQUIRED.** The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 **PROOF OF INSURANCE.** The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease.

24.3 **FAILURE TO MAINTAIN INSURANCE.** In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to

Termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 **DAMAGE ELECTION BY LESSEE.** Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the 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 Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the 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.

24.5 **LESSEE'S OBLIGATIONS.** In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 **ABATEMENT OF RENT.** In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 **RESTORATION OF PREMISES.** In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, 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 the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed Terminated.

## ARTICLE 25 – INDEMNITY, DEFENSE AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify, defend and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or

permitted users, or resulting from the Lessee's failure to perform or observe any of the Terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers 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 the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the 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 the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or Termination of this Lease to the extent necessary to effectuate its purpose.

#### ARTICLE 26 - ASSIGNMENT/SUBLEASE

No assignment or sublease of this Lease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the Terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the Terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

#### ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the Terms and conditions of this Lease or to observe any of the other Terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to Termination. Prior to Termination of this Lease as provided for under this Article 27, the Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the Terms and conditions of this Lease. Prior to Termination of this Lease as provided for under this Article 27, the Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the Terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the Terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may Terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon

Termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new Lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of Termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorney fees and expenses incurred by the City in enforcing any of the Terms and conditions of this Lease or any other rights or remedies of the City.

#### ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon Termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to Termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such Termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

#### ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City Terminate this Lease and also all rights of the Lessee under this Lease in and to

the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

#### ARTICLE 30 -- NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to Termination pursuant to Article 27 of this Lease.

30.4 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

#### ARTICLE 32 – BENEFITS

The Terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

#### ARTICLE 33 -- SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### ARTICLE 34 – 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 35 - 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 36 - CONSTRUCTION

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 the City or the 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. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 37 - TIME IS OF THE ESSENCE

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

ARTICLE 38 – 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 by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee: Donald L. Deubler  
Windsock & Beacon, LLC  
2050 Norman Drive  
Waukegan, Illinois 60085

If to City: City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to: Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2016, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2016. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the Premises by May 31, 2016 between Windsock & Beacon, LLC and RG Aviation, LLC, the payment to the City of all sums due and owing under the existing Lease by RG Aviation, LLC, and the execution of such documents deemed necessary by the City to terminate the existing Lease of RG Aviation, LLC for the Premises.

The Lessee represents to the City that the Lessee is an Illinois limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Windsock & Beacon, LLC have timely taken place.

*Signature on following pages*

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

CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

BY: \_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor

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

BY: \_\_\_\_\_  
DEBRA SALAS, City Clerk/Treasurer

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

STATE OF WISCONSIN )  
                                  : SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

WINDSOCK & BEACON, LLC  
an Illinois limited liability company

BY: *Donald L. Deubler*  
DONALD L. DEUBLER, Managing Partner

Date: 5/2/2016

STATE OF Illinois )  
                                          ) :SS.  
COUNTY OF Cook )

Personally came before me this 2<sup>nd</sup> day of May, 2016, Donald L. Deubler, Managing Partner of Windsock & Beacon, LLC, and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

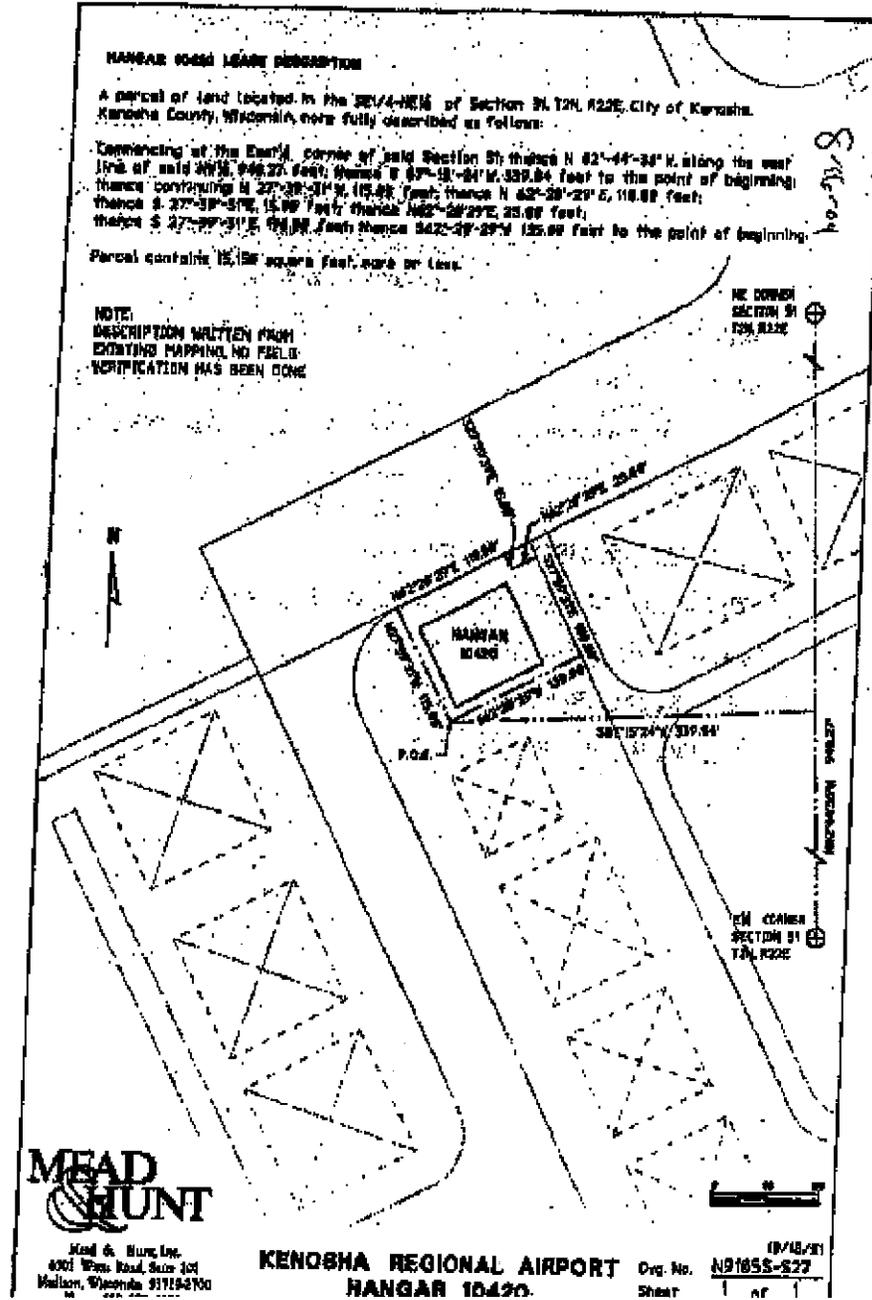


*Edward J. Lerner*  
Print Name: Edward J. Lerner  
Notary Public, Cook County, Illinois  
My Commission expires/is: 6/9/19

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

*[Handwritten signature]*

EXHIBIT A



## Kenosha Regional Airport Lease Summary

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### Hangar 9500, LLC 9500 – 52<sup>nd</sup> Street

- 1.) **TERM:** 25 years; June 1, 2016 through and including May 31, 2041
  
- 2.) **RATE:** Annual Fee \$.20 = \$4,900.00  
Biannual Payments \$.20 = \$2,450.00
  
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
  
- 4.) **LOCATION ON AIRPORT:** 9500 – 52<sup>nd</sup> Street
  
- 5.) **PROPERTY DESCRIPTION:** 24,500 sq. ft./ Building constructed 1977  
(New construction of 80' x 60' addition) 2000
  
- 6.) **HANGAR DIMENSIONS:** 160' x 60'
  
- 7.) **USE OF HANGAR:** Aircraft storage and repairs.
  
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
  
- 9.) **NOTES:** Hangar purchased from Johnson Bank.  
Property size reduce to in from 34,814 to 24,500 sq. ft in 2016 due to unused land.

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

And

HANGAR 9500, LLC  
A Wisconsin Limited Liability Company  
9500 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and Hangar 9500, LLC, a Wisconsin limited liability company, 9500 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, the City operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

WHEREAS, the Lessee desires to enter into this Lease to use land at the Airport for an existing aircraft hangar complex located at 9500 52<sup>nd</sup> Street, consisting of one (1) building, approximately sixty (60') feet by one hundred sixty (160') feet in size; 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 the Lessee agree as follows:

ARTICLE 1 – Premises

1.1 Land. The City leases to the Lessee Twenty Four Thousand Five Hundred (24,500) square feet of land located at 9500 52<sup>nd</sup> Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as Building No. 9500 Lease Description hereinafter referred to as the "Premises".

1.2 Acceptance. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

## ARTICLE 2 – TERM

2.1 Term. The Term of this Lease is for the period of June 1, 2016, through and including May 31, 2041, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the parties.

## ARTICLE 3 - RENT

3.1 Rent. Subject to Article 3.3, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Four Thousand Nine Hundred Dollars (\$4,900.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the Premises. The rent shall be payable in equal semiannual installments of Two Thousand Four Hundred Fifty Dollars (\$2,450.00) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 Late Payments. Late payment of the rent shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half (1-1/2%) percent per month, until paid in full.

3.3 Rent Adjustment. The rent may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent shall not be inconsistent with other land leases at the Airport.

## ARTICLE 4 - IMPROVEMENTS

4.1 Definition. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 Plans And Specifications. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 Construction Insurance Requirements. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the 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 the Lessee and the City from claims for death,

HANGAR 9500, LLC Lease - 2

personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 Construction Liens. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the 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 the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the 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 the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 Risk Of Loss. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 Indemnity And Hold Harmless By Contractors. The Lessee shall require its contractors who construct the Improvements to indemnify and hold harmless the City, and its officers, employees and agents 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 the Lessee involving the construction of the 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 the City, or any of its officers, employees or agents.

4.7 Inspection. The City shall have the right, 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.

4.8 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 the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the 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.

4.9 Unauthorized Improvements. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 Ownership, Transfer, Surrender Or Removal Of Improvements. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

#### ARTICLE 5 - USE OF PREMISES

5.1 Use Of Premises. The Lessee shall use the Premises as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The Lessee shall also be permitted to use the Premises for the airframe and power plant repairs of aircraft owned by the Lessee and its tenants. Airframe and power plant repairs of aircraft owned by the Lessee are to be performed by the Lessee or a person who is regularly employed by the Lessee, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the Lessee are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all City, state and federal laws, rules and regulations.

5.2 Noise Standards For Aircraft Based On Premises. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 Limitation On Aircraft Repair Work Outside Of A Hangar. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

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5.4 Changed Use. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 Prohibited Use. The Lessee is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from self-fueling or selling or dispensing aviation fuel to any person or party. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 Nonexclusive Airport Rights. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport Lessee.

5.7 Common Area Of Airport. The Lessee and its invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee and its tenants.

#### ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

#### ARTICLE 7 - PARKING

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

#### ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, Lessee or manager.

#### ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

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9.1 Lessee's Responsibilities. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons constructed by the Lessee.

9.2 Time Requirements For Repairs. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 Lessee's Failure To Maintain. In the event the Lessee fails to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and

care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the 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 the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

#### ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

#### ARTICLE 11 - ACCESS TO PREMISES

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

#### ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 Laws, Rules, Regulations And Orders. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other 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 the Lessee's officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 Safety. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require

the Lessee's officers, agents, employees, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 Licenses, Certificates And Permits. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 Taxes And Fees. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

#### ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

#### ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

#### ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

#### ARTICLE 16 - SNOW REMOVAL

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The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

#### ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

#### ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

#### ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

#### ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the 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, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in

which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

#### ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the Term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee or its tenants cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

#### ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

#### ARTICLE 23 – LIABILITY INSURANCE

23.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination

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pursuant to Article 27 of this Lease.

23.3 Increased Coverage. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee's operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 Required Minimum Coverage. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- A. Commercial General Liability  
\$1,000,000.00 Each Occurrence having the following coverages:
  - i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
  
- B. Automobile Liability  
\$1,000,000.00 Single Limit each accident having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- C. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability
    - \$100,000.00 Each Accident
    - \$100,000.00 Disease, Each Employee
    - \$500,000.00 Disease, Policy Limit

#### ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 Insurance Required. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an

insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 Proof Of Insurance. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 Failure To Maintain Insurance. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 Damage Election By Lessee. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the 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 Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the 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.

24.5 Lessee's Obligations. In the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 Abatement Of Rent. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 Restoration Of Premises. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, 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 the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

#### ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers 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 the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the 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 the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

#### ARTICLE 26 – ASSIGNMENT/SUBLEASE

No assignment or sublease of this Lease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted

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the Lessee under this Lease.

#### ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

#### ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

#### ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

HANGAR 9500, LLC Lease - 14

29.1 Prohibition Of Involuntary Assignment, Transfer Or Sale. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 Effect Of Bankruptcy. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and shall, at the election of the City, but not otherwise, without notice or entry or other action of the City terminate this Lease and also all rights of the Lessee under this Lease in and to the Premises and the Improvements and also all rights of any and all persons and parties claiming under the Lessee.

#### ARTICLE 30 -- NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.5 The Lessee shall indemnify and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.6 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

#### ARTICLE 31 - CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

#### ARTICLE 32 - BENEFITS

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

#### ARTICLE 33 - SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

#### ARTICLE 34 - 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 35 - 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 36 - CONSTRUCTION

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 the City or the 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. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

### ARTICLE 37 - TIME IS OF THE ESSENCE

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

### ARTICLE 38 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 by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee:

Richard J. Braun  
Hangar 9500, LLC  
14774 River Oaks Drive  
Lincolnshire, IL 60069

If to City:

City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:

Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

Office of the City Attorney

HANGAR 9500, LLC Lease - 17

City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2016, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2016. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the Premises by May 31, 2016, between hangar 9500, LLC and Johnson Bank, the payment to the City of all sums due and owing under the existing Lease by Johnson Bank, and the execution of such documents deemed necessary by the City to release the obligations under the Landlord's Agreement and to terminate the existing Lease of Johnson Bank for the Premises.

The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Hangar 9500, LLC have timely taken place.

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

CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

BY: \_\_\_\_\_  
John M. Antaramian, Mayor

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

BY: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

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

STATE OF WISCONSIN )  
                                          :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

HANGAR 9500, LLC  
a Wisconsin limited liability company

BY: *RJB*  
Richard J. Braun, Member

Date: 4/28/16

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this 28<sup>th</sup> day of April, 2016, Richard J. Braun, to me known to be Member of Hangar 9500, LLC and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

*Denise M. Henry*  
Denise M. Henry  
Notary Public, Kenosha County, WI  
My Commission expires/is: 1/31/17

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

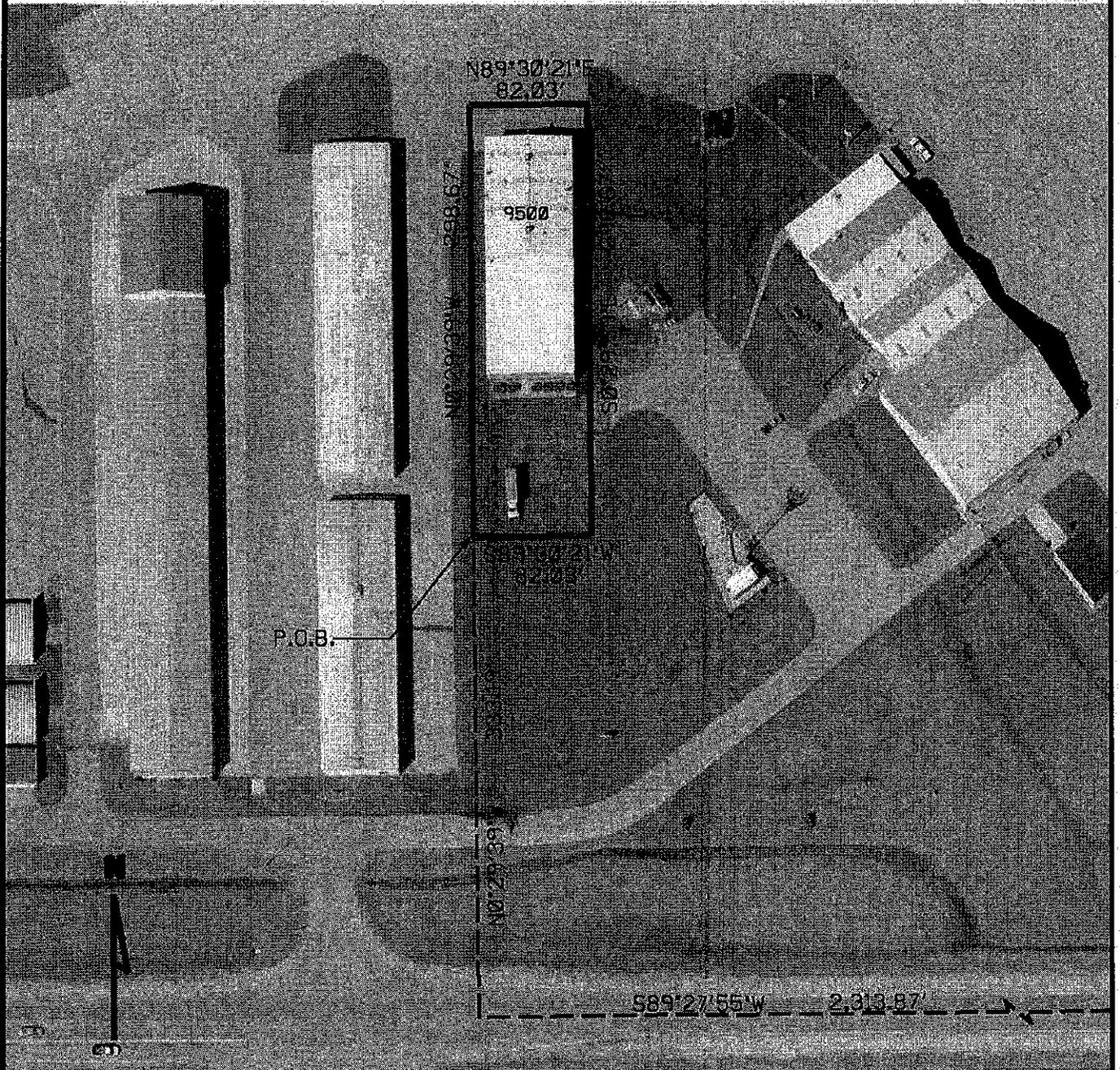
**Building No. 9500 Lease Description**

**EXHIBIT A**

A parcel of land located in the SW 1/4-NE 1/4 of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 32, thence S 89°-27'-55" W, along the south line of said NE 1/4, 2,313.87 feet; thence N 0°-29'-39" W, 333.19 feet to the point of beginning; thence continuing N 0°-29'-39" W, 298.67 feet; thence N 89°-30'-21" E, 82.03 feet; thence S 0°-29'-39" E, 298.67 feet; thence S 89°-30'-21" W, 82.03 feet to the point of beginning.

Parcel contains 24,500 square feet, more or less.



**KENOSHA REGIONAL AIRPORT --- Building No. 9500 Lease Description**



**SCALE: 1"=100'**

**MEAD & HUNT**  
Engineers - Surveyors  
Madison, Wisconsin  
Tele: (608)-273-6380

Dwg. No. K81-96A4.DGN  
Sheet 1 of 1

H:\AERO\cadd files\KENOSHA\LEASES



**TO:** John M. Antaramian, Mayor  
Members of the City of Kenosha Common Council  
Members of the City of Kenosha Finance Committee

**FROM:** Brian Wilke, Development Coordinator *BW*  
Department of Community Development and Inspections

**SUBJECT:** Request from Toni Oseman to Refund Penalty Fees in the Amount of \$720.00 for Failure to Obtain a Business Occupancy Permit for Scentsational Stuff at 4923 60<sup>th</sup> Street, Suite 3

**DATE:** May 11, 2016

---

The applicant, Toni Oseman, Scentsational Stuff, is requesting a rescindment/refund of a penalty fee in the amount of \$720.00 that was levied based on the illegal occupancy of the property located at 4923 60<sup>th</sup> Street, Suite 3.

Section 8.04 of the City of Kenosha Zoning Ordinance stipulates the following:

**F. Permit Fees.** *Should an application be made for a Certificate of Occupancy or a Temporary Certificate of Occupancy for a building following occupancy of such building without any such certificate, then the permit fee shall be five (5) times the standard permit fee*

The following sequence of events is pertinent to this issue:

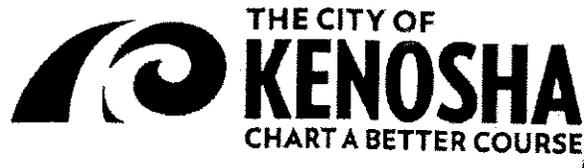
- January 8, 2016: After being informed by the City Assessor's Office of a new business operating without an Occupancy Permit, Community Development and Inspections sent a letter to the business owner and the property owner, alerting them to the illegal occupancy for Scentsational Stuff. The letter ordered the owner of Scentsational Stuff to submit an application for said occupancy no later than January 25, 2016.
- January 26, 2016: Scentsational Stuff submitted an application for a Business Occupancy Permit.
- January 27, 2016: The first notice was sent to the applicant informing them that the Occupancy Permit application is approved and ready for payment. The total fee, including the penalty fee, is \$900.00.
- February 8, 2016: Scentsational Stuff paid for the Occupancy Permit.

March 11, 2016: The last inspection was satisfactorily completed and the Occupancy Permit was issued.

April 21, 2016: The business owner submitted an appeal application requesting a refund of the penalty fee of \$720.00

Recommendation:

As the Zoning Ordinance requires a five-times (5x) permit fee for occupancy without having obtained an occupancy permit, and the applicant did occupy the space without first obtaining a permit; staff recommends denial of the request to rescind the penalty fee.



RECEIVED  
 APR 21 2016  
 by MS  
 CDI - Rm 100

FOR OFFICE USE ONLY  
 Date received 4/21/16  
 Permit # 164972 or  
 Case #(s) \_\_\_\_\_  
 Meeting Date \_\_\_\_\_

APPLICATION FOR APPEAL TO COMMON COUNCIL  
 Form #CDI162 (rev. 03/16)

Property Address: 4923 60<sup>th</sup> St # 3 Date: 3-18-16

Appeal is for: \_\_\_\_\_ Special Charge \_\_\_\_\_ Reinspection Fee \_\_\_\_\_ Board-up Fee X Penalty Fee  
 \_\_\_\_\_ Vision Clearance \_\_\_\_\_ Other \_\_\_\_\_

Amount: \$ 720

Property Owner: Nudo Investments

Petitioner: Toni Oseman

Mailing Address: 1712 83rd St Kenosha WI 53143

Home Phone Number: 262-657-0697 Daytime Phone Number: Cell 262-909-6176

E-mail Address: TPSfield@gmail.com / Tonioseman@gmail.com

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

I started my business it was in my home. I register with the state and asked other drafters if I needed to do anything else. They said no. When I rented this suite the owner or none of the other occupants said anything about these requirements. The 1st I knew of them was when we received these notices of non-payment. Had I known they would have been taken care of right away."

Petitioner's Signature: Toni Oseman RW

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



COMMUNITY DEVELOPMENT & INSPECTIONS

January 8, 2016

Tom Patenfield  
Scentsational Stuff  
4923 60<sup>th</sup> Street  
Kenosha, WI 53144

Dear Mr. Patenfield:

**RE: Illegal Occupancy Enforcement Notification-Scentsational Stuff-4923 60<sup>th</sup> Street**

It has come to the attention of the Staff of the Department of Community Development and Inspections that a new business is now operating without first obtaining a business occupancy permit. A new business occupancy permit is needed any time a new building is constructed or existing building altered, or the business changes owner or tenant, or the business has been vacant for longer than ninety days (90).

You are hereby ordered to obtain a business occupancy permit no later than January 25, 2016. The permit will be subject to a five-times (5x) penalty fee for operating a business without an occupancy permit.

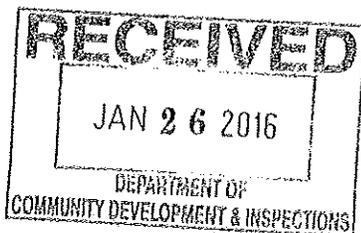
Failure to obtain a business occupancy permit by the date listed above will result in the assessment of re-inspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the re-inspection fee starts at \$72.00 and escalates with each re-inspection, up to a maximum fee of \$360.00 per inspection. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special charge, along with an administrative fee of \$100.00. No further notice and order shall be necessary for any "recurring violation" committed by a person within any one (1) year period.

If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

Brian R. Wilke  
Development Coordinator

BRW;jmu  
cc: Nudo Investments, LLC, 4923 60<sup>th</sup> Street, Kenosha, WI 53144



*OCEx*

FOR OFFICE USE ONLY	
Date	<u>1-26-16</u>
Permit #	<u>164786</u>
Needs Approval	<input checked="" type="checkbox"/> <u>BRW</u>
IP	
Fee'd	<input checked="" type="checkbox"/> <u>MS 01/27/16</u>

**APPLICATION FOR BUSINESS OCCUPANCY PERMIT**  
Form #CDI116

Permit Fee: \$180.00

Please **print** all information, with the exception of signatures.  
You will be notified when your permit is ready; please do not submit payment with permit application.

Address of Business 4923 60<sup>th</sup> ST Suite # 3

Business Name (this name will appear on the Certificate of Occupancy) Scentsational Stuff

Intended Business Use Retail (please be specific)

Property Owner Nvdo Investments, LLC.

Tenant/Lessee Toni Oseman

Owner's Mailing Address 5808 47<sup>th</sup> Ave.

Home Address 1712 - 83<sup>rd</sup> St

City Kenosha State WI Zip 53144

City Kenosha State WI Zip 53143

Phone (262) 620-0196

Phone (262) 909-6176

Fax Number/  
e-mail anthony@epicmidwest.com

Fax Number/  
e-mail toni@seman@gmail.com

I understand that pursuant to Section 8.04 of the Zoning Ordinance for the City of Kenosha, Wisconsin, the building may not be occupied and/or business conducted until all requirements for the Certificate of Occupancy, including all applicable inspections, have been met and the Certificate has been issued by the City Department of Community Development and Inspections.

*Kevin Nvdo*  
Signature of Property Owner (Required)

*Toni Oseman RN*  
Signature of Tenant/Lessee

**IMPORTANT INFORMATION:**

- Building permits are required for additions and most alterations.
- A separate sign permit is required for all new signs or alterations to existing signs.
- No commercial alterations or signs are authorized by this application.
- Any change in use, owner, or occupancy type shall require a new certificate of occupancy.
- Applicant is responsible for obtaining all applicable Federal, State, and/or City Licenses prior to opening.

**After Approval/Processing of this Permit Application:**

If you do not intend to proceed with this project, please contact our office at 262.653.4263 to avoid paying the entire cost of the permit. Administrative and/or plan review fees will be charged. Any/all unpaid permit fees, along with an additional \$100.00 Administrative Fee, will be processed as a special charge against the real estate upon which the service was performed.



COMMUNITY DEVELOPMENT & INSPECTIONS

May 10, 2016

Toni Oseman  
1712 83<sup>rd</sup> Street  
Kenosha, WI 53143

Dear Ms. Oseman:

**Subject:** Request for Rescindment of Penalty Fee – 4923 60<sup>th</sup> Street. #3

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, May 16, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52<sup>nd</sup> Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

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

If you have any questions, please contact me at 262.653.4257 or [szampanti@kenosha.org](mailto:szampanti@kenosha.org).

Sincerely,

Sue Zampanti  
Office Associate

/SAZ

**TO:** John M. Antaramian, Mayor  
Members of the City of Kenosha Common Council  
Members of the City of Kenosha Finance Committee

**FROM:** Brian Wilke, Development Coordinator *BW*  
Department of Community Development and Inspections

**SUBJECT:** Request from Dr. Teresa Deer to Refund Penalty Fees in the Amount of \$720.00 for Failure to Obtain a Business Occupancy Permit for Neuropsychological Consultants, Inc. at 5027 Green Bay Road, Suite 120

**DATE:** May 11, 2016

---

The applicant, Dr. Teresa Deer, Neuropsychological Consultants, Inc., is requesting a rescindment/refund of a penalty fee in the amount of \$720.00 that was levied based on the illegal occupancy of the property located at 5027 Green Bay Road, Suite 120.

Section 8.04 of the City of Kenosha Zoning Ordinance stipulates the following:

**F. Permit Fees.** *Should an application be made for a Certificate of Occupancy or a Temporary Certificate of Occupancy for a building following occupancy of such building without any such certificate, then the permit fee shall be five (5) times the standard permit fee*

The following sequence of events is pertinent to this issue:

- January 19, 2016: After being informed by the City Assessor's Office of a new business operating without an Occupancy Permit, Community Development and Inspections sent a letter to the business owner and the property owner, alerting them to the illegal occupancy for Neuropsychological Consultants, Inc. The letter ordered the owner of Neuropsychological Consultants, Inc. to submit an application for said occupancy no later than February 5, 2016.
- January 27, 2016: The business owner contacted me by email indicating that she received the letter, and that she was not aware that a business occupancy permit was necessary. She asked that the penalty fee be waived. I advised her that staff cannot waive the fee.
- January 28, 2016: Neuropsychological Consultants, Inc. submitted an application for a Business Occupancy permit.

Deer Appeal  
Page 2

- February 1, 2016: The first notice was sent to the applicant informing them that the Occupancy Permit application is approved and ready for payment. The total fee, including the penalty fee, is \$900.00.
- February 16, 2016: Neuropsychological Consultants, Inc. paid for the Occupancy Permit.
- May 3, 2016: The business owner submitted an appeal application requesting a refund of the penalty fee of \$720.00

The Occupancy Permit has not yet been issued. The Fire Department's inspection was conducted on March 31, 2016; but the inspection failed. As of the date of this memo, the applicant has not yet scheduled a follow-up inspection with the Fire Department.

Recommendation:

As the Zoning Ordinance requires a five-times (5x) permit fee for occupancy without having obtained an occupancy permit, and the applicant did occupy the space without first obtaining a permit; staff recommends denial of the request to rescind the penalty fee.

City of Kenosha  
Department of Community Development & Inspections  
625 52<sup>nd</sup> Street, Kenosha, Wisconsin

Appeal Form

Property Address: 5027 Green Bay Rd. Suite 120 Kenosha Date: 5/3/16

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

Amount: \$ 720

Property Owner: SW Income Properties IV LLC (as of 4/1/16); Shannon # LLC (Colleen Realty) prior

Petitioner: Teresa M. Deer, Ph.D.

Mailing Address: 5027 Green Bay Rd. Suite 120 Kenosha, WI 53144

Home Phone Number: (847) 548-6125 Daytime Phone Number: (847) 308-6125

E-mail Address: teresa.deer1@gmail.com

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

See attached. Permit #164801

Petitioner's Signature: Teresa M. Deer, Ph.D.

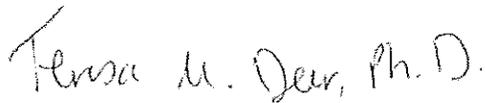
Please return to:  
Department of Community Development and Inspections  
625 52<sup>nd</sup> Street, Room 100, Kenosha, Wisconsin 53140  
Phone: 262.653.4263; Fax: 262.653.4254

e-mail: [nsi@kenosha.org](mailto:nsi@kenosha.org)  
Finance Committee Agenda Item 10.

Reason for Appeal: I respectfully request a refund of the penalty fee for not obtaining an occupancy permit prior to my move-in date of 11/1/14. I had been subletting from the Psychiatric and Psychotherapy Clinic from 10/1/08 until 11/1/14, so I was not aware that any permits were required. In addition, the landlord did not inform me that this was needed (see attached contract). As I live in Grayslake, IL, where occupancy permits are not required, I would have no way of knowing that this was necessary. As soon as I was made aware of this, I immediately began the process of becoming compliant, which is now complete. Finally, I have no recourse against my landlord now, as she has sold the property. As you can see from the contract, this fee is half of my monthly rent and CAM.

Thank you for your consideration of this request.

Sincerely,



Teresa M. Deer, Ph.D., ABPP-CN

Board-Certified Clinical Neuropsychologist



January 19, 2016

Dr. Teresa Deer  
5027 Green Bay Road, Suite 120  
Kenosha, WI 53144

Dear Dr. Deer:

**RE: Illegal Occupancy Enforcement Notification- Neuropsychological Consultants, Inc.**

It has come to the attention of the Staff of the Department of Community Development and Inspections that a new business is now operating without first obtaining a business occupancy permit. A new business occupancy permit is needed any time a new building is constructed or existing building altered, or the business changes owner or tenant, or the business has been vacant for longer than ninety days (90).

You are hereby ordered to obtain a business occupancy permit no later than February 5, 2016. The permit will be subject to a five-times (5x) penalty fee for operating a business without an occupancy permit.

Failure to obtain a business occupancy permit by the date listed above will result in the assessment of re-inspection fees (to the property owner) in accordance with Section(s) 11.01 of the Zoning Ordinance. The amount of the re-inspection fee starts at \$72.00 and escalates with each re-inspection, up to a maximum fee of \$360.00 per inspection. These charges, if not paid within thirty (30) days of billing, will be added to the real estate tax bill for this property as a special charge, along with an administrative fee of \$100.00. No further notice and order shall be necessary for any "recurring violation" committed by a person within any one (1) year period.

If you have any questions, please contact me at 262.653.4049 or via email at [bwilke@kenosha.org](mailto:bwilke@kenosha.org).

Sincerely,

Brian R. Wilke  
Development Coordinator

BRW;jmu  
cc: Shanron II, LLC, 4721 75<sup>th</sup> Street, Kenosha, WI 53142

OLEx



FOR OFFICE USE ONLY	
Date	<u>01/28/16</u>
Permit #	<u>164801</u>
Needs Approval	<input checked="" type="checkbox"/> <u>BW</u>
IP	
Fee'd	<input checked="" type="checkbox"/> <u>MS 01/01/16</u>

**APPLICATION FOR BUSINESS OCCUPANCY PERMIT**  
Form #CDI116

Permit Fee: \$180.00

Sx's Fee

Please **print** all information, with the exception of signatures.  
You will be notified when your permit is ready; **please do not submit payment with permit application.**

Address of Business 5027 Green Bay Rd. Suite # 120

Business Name (this name will appear on the Certificate of Occupancy) Neuropsychological Consultants, Inc.

Intended Business Use Neuropsychological Assessment (please be specific)

Property Owner Shannon II LLC

Tenant/Lessee Teresa Deer

Owner's Mailing Address 4271 75th St

Home Address 34 Jamestown Ct.

City Kenosha State WI Zip 53142

City Graylake State IL Zip 60030

Phone (262) 694-9550

Phone (262) 677-1334

Fax Number/ e-mail (262) 694-1703

Fax Number/ e-mail (855) 277-2812

Understand that pursuant to Section 8.04 of the Zoning Ordinance for the City of Kenosha, Wisconsin, the building may not be occupied and/or business conducted until all requirements for the Certificate of Occupancy, including all applicable inspections, have been met and the Certificate has been issued by the City Department of Community Development and Inspections.

Colleen Deininger

Teresa M. Deer

Signature of Property Owner (Required)

Signature of Tenant/Lessee

**IMPORTANT INFORMATION:**

- ▶ Building permits are required for additions and most alterations.
- ▶ A separate sign permit is required for all new signs or alterations to existing signs.
- ▶ No commercial alterations or signs are authorized by this application.
- ▶ Any change in use, owner, or occupancy type shall require a new certificate of occupancy.
- ▶ Applicant is responsible for obtaining all applicable Federal, State, and/or City licenses prior to opening.

RECEIVED

JAN 28 2016

**After Approval/Processing of this Permit Application:**

If you do not intend to proceed with this project, please contact our office at 262.653.4265 to avoid paying the entire cost of the permit. Administrative and/or plan review fees will be charged. Any/all unpaid permit fees, along with an additional \$100.00 Administrative Fee, will be processed as a special charge against the real estate upon which the service was performed.



COMMUNITY DEVELOPMENT & INSPECTIONS

May 10, 2016

Teresa Deer  
5027 Green Bay Road, Ste. 120  
Kenosha, WI 53144

Dear Ms. Deer:

**Subject:** Request for Rescindment of Penalty Fee – 5027 Green Bay Road, Ste. 120

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, May 16, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52<sup>nd</sup> Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

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

If you have any questions, please contact me at 262.653.4257 or [szampanti@kenosha.org](mailto:szampanti@kenosha.org).

Sincerely,

Sue Zampanti  
Office Associate

/SAZ



Debra L. Salas  
City Clerk/Treasurer

May 13, 2016

To: The Honorable Common Council

C: Mayor Antaramian, Frank Pacetti-City Administrator, Carol Stancato-Finance Director,  
Todd Giese-Supervisor-Finance & Purchasing-Water Utility

From: Debra L. Salas, City Clerk/Treasurer 

Subject: Contract for Official City Newspaper - June 1, 2016 through May 31, 2017

The bids for publication of City legal notices and Common Council Proceedings were opened on May 3, 2016 at 12:00 Noon in the City Clerk's office.

The following bid was received from the Kenosha News:

Legal Notices:  
1st Insertion .67 per line  
2nd Insertion .48 per line

Common Council Proceedings :  
.69 per line

As required by Section 985.06, Wisconsin Statutes, Kenosha News made the lowest effective bid for the City's legal notices and has been awarded the contract.

Please do not hesitate to contact me with any questions you may have.

AGREEMENT

BETWEEN

CITY OF KENOSHA, WISCONSIN,  
A Municipal Corporation

and

KENOSHA NEWS DIVISION OF UNITED COMMUNICATIONS CORPORATION,  
A Delaware Corporation

THIS AGREEMENT, is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the City, and Kenosha News Division Of United Communications Corporation, a Delaware corporation, with offices located at 5800 7<sup>th</sup> Avenue, Kenosha, Wisconsin, 53140, hereinafter referred to as the Paper.

WITNESSETH:

WHEREAS, pursuant to Chapter 985 of the Wisconsin Statutes, the City has solicited bids for the publishing of the City's legal notices and Common Council proceedings; and

WHEREAS, pursuant to Section 985.06 of the Wisconsin Statutes, the Paper making the lowest effective bids for publishing the City's legal notices and Common Council proceedings shall be awarded the contract therefore; and

WHEREAS, the Paper has been determined to have made the lowest effective bids relative thereto; and

WHEREAS, the City and the Paper enter into this Agreement for the purpose of effectuating the publishing specified in this Agreement.

AG Kenosha News Division of United Communications Corporation

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

1. For the period June 1, 2016 through May 31, 2017, the Paper will publish the legal notices and Common Council proceedings for the City. The rate for publishing legal notices for the City shall be \$0.67 for the 1<sup>st</sup> insertion per line and \$0.48 for the 2<sup>nd</sup> insertion per line. The rate for publishing the Common Council proceedings for the City shall be \$0.69 per line. The Paper will publish the legal notices and Common Council proceedings for the City in accordance with Sections 985.06 and 985.08 of the Wisconsin Statutes, the Paper's bids, and this Agreement. A copy of the Paper's bids are attached to this Agreement and incorporated by reference.

2. The Paper will publish the legal notices and Common Council proceedings for the City in the manner and form as directed by the City Clerk, Deputy City Clerk or his/her designee.

3. All legal notices and Common Council proceedings for the City to be published pursuant to this Agreement will be provided by the City Clerk to the Paper in electronic form.

4. The Paper will promptly provide the City Clerk with proofs in electronic form of all legal notices and Common Council proceedings for the City to be published pursuant to this Agreement so that the proofs may be reviewed for accuracy. The Paper will promptly make all corrections to the proofs designated by the City Clerk, Deputy City Clerk, or his/her designee. The Paper is responsible for the correctness and accuracy of all legal notices and Common Council proceedings published for the City.

5. All legal notices and Common Council proceedings for the City shall be published pursuant to Section 985.08 of the Wisconsin Statutes as may be amended from time to time and City specifications.

6. This Agreement may not be assigned without the express written consent of the City. Any unauthorized assignment shall render this Agreement null and void. Any assignment shall be conditioned upon the assignee entering into a written agreement with the City through which the assignee agrees to be bound by all of the terms, conditions and obligations of this Agreement. No assignment shall relieve the Paper of any of its obligations under this Agreement in the event of a breach or default by the assignee.

7. This Agreement may be terminated by the City upon ten (10) days advance written notice signed by the Mayor in the event the Paper fails to publish the legal notices and Common Council proceedings for the City:

- (i) within the time limits set forth in this Agreement,
- (ii) within the time limits required by law,
- (iii) within the time limits reasonably requested by the City Clerk, Deputy City Clerk or his/her designee or,
- (iv) fails to perform the publishing required by this Agreement in a diligent and good and workmanlike manner.

8. Any notice required to be given in this Agreement by any of the parties is to be given by certified mail with return receipt or by personal service addressed to the Paper or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Paper: KENOSHA NEWS  
Publisher  
5800 7<sup>th</sup> Avenue  
Kenosha, Wisconsin 53140

If to City: City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to: Office of the City Attorney  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140

9. The City enters into this Agreement by action taken by the Common Council on the 16<sup>th</sup> day of May, 2016. The Paper represents to the City that the Paper is a Division of United Communications Corporation, a Delaware Corporation in good standing and that all acts which are a condition precedent to entering into this Agreement by the Paper have timely taken place.

10. In the event of any inconsistencies between this Agreement and the Paper's bids the provisions of this Agreement shall control.

*Signatures on following page*

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

CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation

BY: \_\_\_\_\_  
JOHN M. ANTARAMIAN  
Mayor

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

BY: \_\_\_\_\_  
DEBRA L. SALAS  
City Clerk/Treasurer

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

STATE OF WISCONSIN )  
                                          :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

AG Kenosha News Division of United Communications Corporation

KENOSHA NEWS DIVISION OF UNITED  
COMMUNICATIONS CORPORATION,  
A Delaware Corporation

BY: \_\_\_\_\_  
\_\_\_\_\_, Publisher

STATE OF WISCONSIN )  
                                          :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016,  
\_\_\_\_\_, Publisher of the Kenosha News Division of United  
Communications Corporation, a Delaware Corporation, to me known to be the Publisher of said  
Division, and acknowledged that he executed the foregoing instrument as the agreement of the  
Kenosha News Division of United Communications Corporation, a Delaware Corporation, by its  
authority.

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

TO THE CITY CLERK OF THE CITY OF KENOSHA, WISCONSIN

Dear Clerk:

We, the undersigned, propose and agree to furnish all labor and material necessary to publish in English the City of Kenosha's legal notices pursuant to Sections 985.06 and 985.08 of the Wisconsin Statutes for the sum of:

	<sup>Base</sup>	
\$ <u>trial</u>	<u>0.67</u>	1st insertion per line
\$ <u>trial</u>	<u>0.48</u>	2nd insertion per line

The bidder selected to perform publication of the City of Kenosha's legal notices will be required to execute a contract in accordance with the bid in the form approved by the City of Kenosha.

Attached is a certified check in the sum of Two Hundred Dollars (\$200) or Surety Bond in the sum of Two Thousand Dollars (\$2,000) guaranteeing that we will enter into the contract and carry out its terms if this proposal is accepted by the City of Kenosha.

Kenosha News, Kenosha WI  
BUSINESS NAME

  
BY

5-3-16  
DATED

TO THE CITY CLERK OF THE CITY OF KENOSHA, WISCONSIN

Dear Clerk:

We, the undersigned, propose and agree to furnish all labor and material necessary to publish in English the City of Kenosha's Common Council proceedings pursuant to Sections 985.06 and 985.08 of the Wisconsin Statutes for the sum of:

\$ Arial <sup>Base</sup> 0.69 1 insertion per line

The bidder selected to perform publication of the City of Kenosha's Common Council proceedings will be required to execute a contract in accordance with the bid in the form approved by the City of Kenosha.

Attached is a certified check in the sum of Two Hundred Dollars (\$200) or Surety Bond in the sum of Two Thousand Dollars (\$2,000) guaranteeing that we will enter into the contract and carry out its terms if this proposal is accepted by the City of Kenosha.

Kenosha News, Kenosha, WI  
BUSINESS NAME

  
BY

5-3-16  
DATED



SHELLY BILLINGSLEY, MBA, PE  
 Director of Public Works

May 13, 2015

To: David F. Bogdala, Chairperson, Public Works Committee  
 Daniel Prozanski, Jr., Chairperson, Finance Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
 Director of Public Works

Subject: 2016 Sidewalk Assessment Rates

**BACKGROUND/ANALYSIS**

Since 2000, we have been including hazardous sidewalk repair in our street resurfacing projects. Adding this element to our contracts, we improved our ability to repair hazardous sidewalk and driveway approaches. By having a single assessment rate, we are able to fairly assess affected properties, and improve our ability to inform the affected property owners of the cost of the sidewalk assessment.

We are proposing that the rates listed below be approved for all 2016 sidewalk work. The rate for 2016 was established by using actual 2016 sidewalk contract bid costs then adding \$0.30 to that total for administrative costs as prescribed by assessment policies and procedures of the Public Works Department. This is the same procedure we've used in past years.

Item	Cost			Average Cost Per Sidewalk Square					
				4' x 4'			5' x 5'		
	2014	2015	2016	2014	2015	2016	2014	2015	2016
4" Sidewalk – New	\$4.30	\$4.30	\$4.55	\$68.80	\$68.80	\$72.80	\$107.50	\$107.50	\$113.75
4" Sidewalk – Remove/Replace	\$6.60	\$7.10	\$7.30	\$105.60	\$113.60	\$116.80	\$165.00	\$177.50	\$182.50
6" Sidewalk – New	\$4.80	\$4.80	\$4.80	\$76.80	\$76.80	\$76.80	\$120.00	\$120.00	\$120.00
6" Sidewalk – Remove/Replace	\$6.70	\$7.20	\$7.55	\$107.20	\$115.20	\$120.80	\$167.50	\$180.00	\$188.75
Driveway approaches will be assessed at the same rate as 6" sidewalk.									

It is intended that this will be an annual request. We expect that future year rates will be adjusted annually to reflect changes in construction costs.

**RECOMMENDATION**

I hereby recommend that the sidewalk and driveway approach rates as listed in the above scheduled be approved for the 2016 construction season.



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

**PREPARED FOR:** Finance Committee  
**ITEM:** Disbursement Record #8

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 05/10/16

**Prepared By:** *MKS*

**Reviewed By:** 

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157759	4/20	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	03/16 4822 37 AVE	212.12
			110-09-56501-259-569	03/16 1402 57 ST	176.00
			110-09-56501-259-569	03/16 6106 23 AVE	80.00
				..... CHECK TOTAL	468.12
157760	4/20	NEW FLYER	520-09-50201-347-000	03/16-BUS PARTS	741.81
157761	4/20	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	03/16-ST ELECTRICAL	99.74
			110-03-53109-375-000	03/16-ST ELECTRICAL	46.10
			110-03-53109-374-000	03/16-ST ELECTRICAL	34.08
			110-03-53109-374-000	03/16-ST ELECTRICAL	.71
				..... CHECK TOTAL	180.63
157762	4/20	ICMA RETIREMENT TRUST	110-00-21572-000-000	04/01-15/16 CONTRIB	62,501.38
			110-00-21599-000-000	04/01-15/16 CONTRIB	10,797.81
			110-00-21524-000-000	04/01-15/16 CONTRIB	460.00
				..... CHECK TOTAL	73,759.19
157763	4/20	WIS DEPT OF REVENUE	110-09-56507-259-999	03/16 SALES TAX	1,555.69
157764	4/20	KENOSHA JOINT SERVICES	110-02-52103-341-000	03/16 PATRL FLT GAS	12,226.18
			110-02-52103-345-000	03/16 PATRL FLT MNT	2,955.71
			110-02-52102-341-000	03/16 DETCV FLT GAS	1,600.51
			110-02-52109-341-000	03/16 KSCU FLT GAS	621.81
			110-02-52102-345-000	03/16 DETCV FLT MNT	430.40
			110-02-52101-341-000	03/16 ADMIN FLT GAS	219.94
			110-02-52109-345-000	03/16 KSCU FLT MNT	109.21
			110-02-52103-345-000	03/16 PATRL WARRNTY	133.44CR
				..... CHECK TOTAL	18,030.32
157765	4/20	BADGER TRUCK CENTER	630-09-50101-393-000	03/16 SE #2340 PARTS	111.49
157766	4/20	NOTARY BOND RENEWAL SERVICE	110-02-52101-219-000	4 YR RNWL-PEDERSON	25.00
157767	4/20	TRAFFIC & PARKING CONTROL CO	420-11-51517-579-000	EQUIP-TRAFFIC SIGNS	7,506.97
157768	4/20	KENOSHA WATER UTILITY	110-05-55109-223-000	04/16 #1 WATER/STRM	4,501.10
			110-05-55109-223-000	04/16 #1 WATER/STRM	2,257.42
			110-05-55109-224-000	04/16 #1 WATER/STRM	1,894.18
			110-01-51801-224-000	04/16 #1 WATER/STRM	697.67
			110-05-55109-223-000	04/16 #1 WATER/STRM	692.64
			110-01-51801-223-000	04/16 #1 WATER/STRM	688.48
			110-01-51802-223-000	04/16 #1 WATER/STRM	624.90
			110-02-52203-224-000	04/16 #1 WATER/STRM	451.26
			110-02-52203-223-000	04/16 #1 WATER/STRM	374.12
			110-05-55111-224-000	04/16 #1 WATER/STRM	233.66
			522-05-50102-224-000	04/16 #1 WATER/STRM	159.88
			524-05-50101-224-000	12/30/15-02/29/16	148.32

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50202-224-000	04/16 #1 WATER/STRM	140.64
			633-09-50101-224-000	04/16 #1 WATER/STRM	136.65
			110-05-55109-223-000	04/16 #1 WATER/STRM	126.18
			633-09-50101-223-000	04/16 #1 WATER/STRM	121.84
			520-09-50301-223-000	04/16 #1 WATER/STRM	101.73
			520-09-50202-224-000	04/16 #1 WATER/STRM	99.86
			110-05-55109-223-000	04/16 #1 WATER/STRM	87.18
			110-05-55109-223-000	04/16 #1 WATER/STRM	79.10
			110-02-52110-223-000	04/16 #1 WATER/STRM	79.10
			110-03-53116-224-000	04/16 #1 WATER/STRM	72.06
			522-05-50102-224-000	04/16 #1 WATER/STRM	63.86
			110-01-51802-224-000	04/16 #1 WATER/STRM	36.15
			110-05-55109-224-000	04/16 #1 WATER/STRM	27.20
			110-05-55109-223-000	04/16 #1 WATER/STRM	25.40
			110-02-52110-224-000	04/16 #1 WATER/STRM	25.23
			524-05-50101-224-000	04/16 #1 WATER/STRM	21.24
			110-05-55109-224-000	04/16 #1 WATER/STRM	21.24
			110-05-55109-224-000	04/16 #1 WATER/STRM	16.28
				..... CHECK TOTAL	14,004.57
157769	4/20	KENOSHA WATER UTILITY	110-05-55109-223-000	12/31/15-2/29/16 SWU	7,362.24
			461-11-51501-581-000	12/31/15-2/29/16 SWU	611.54
			524-05-50101-223-000	12/31/15-2/29/16 SWU	608.66
			110-01-51802-223-000	2906 14TH AVE	470.38
			110-03-53103-223-000	12/31/15-2/29/16 SWU	454.74
			520-09-50301-223-000	12/31/15-2/29/16 SWU	416.18
			445-11-50901-589-000	12/31/15-2/29/16 SWU	298.52
			463-11-51101-589-000	12/31/15-2/29/16 SWU	253.50
			110-03-53116-223-000	12/31/15-2/29/16 SWU	229.26
			110-02-52203-223-000	12/31/15-2/29/16 SWU	149.44
			519-09-50124-223-000	12/31/15-2/29/16 SWU	112.74
			519-09-50103-223-000	12/31/15-2/29/16 SWU	108.70
			519-09-50106-223-000	12/31/15-2/29/16 SWU	85.68
			110-01-51802-223-000	8927 SHER C & L	73.62
			519-09-50109-223-000	12/31/15-2/29/16 SWU	62.86
			110-09-56519-259-000	12/31/15-2/29/16 SWU	55.18
			110-01-51802-223-000	6523 14TH AVE	54.98
			519-09-50120-223-000	12/31/15-2/29/16 SWU	45.32
			110-01-51802-223-000	2916 SHER RD	44.02
			519-09-50118-223-000	12/31/15-2/29/16 SWU	40.02
			519-09-50116-223-000	12/31/15-2/29/16 SWU	37.46
			519-09-50105-223-000	12/31/15-2/29/16 SWU	37.46
			110-01-51802-223-000	5512 19TH AVE	36.36
			110-01-51802-223-000	1715 52ND ST	27.58
			110-01-51802-223-000	715 56TH ST	24.30
			110-01-51802-223-000	1710 53RD ST	15.54
			110-01-51802-223-000	1801 52ND ST	13.34
			110-01-51802-223-000	1822 53RD ST	12.24
			110-01-51802-223-000	1715 52ND ST	8.96

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-223-000	2401 14TH AVE	8.96
			110-01-51802-223-000	1515 52ND-CROW	7.86
				..... CHECK TOTAL	11,767.64
157770	4/20	PAYNE & DOLAN INC.	110-03-53103-355-000	03/16-ASPHALT MATERI	4,037.65
157771	4/20	REINDERS INC.	524-05-50101-344-000	REPAIRS FLEET 3249	1,978.47
			110-05-55109-343-000	03/16-PA PARTS/SERVI	587.71
			110-05-55109-343-000	03/16-PA PARTS/SERVI	203.44
			110-05-55109-343-000	03/16-PA PARTS/SERVI	178.46
			110-05-55109-343-000	03/16-PA PARTS/SERVI	99.36
			110-05-55109-343-000	02/16-PA PARTS/SERVI	94.20
			110-05-55109-343-000	03/16-PA PARTS/SERVI	75.45
				..... CHECK TOTAL	3,217.09
157772	4/20	KENOSHA WATER UTILITY	205-03-53119-224-000	COMPOSIT SITE	160.00
157773	4/20	WISCONSIN FUEL & HEATING	110-03-53117-341-000	03/16 ST LUBRICANTS/	829.40
157774	4/20	BROOKS TRACTOR, INC.	630-09-50101-393-000	04/16 SE #2592 PARTS	1,742.20
			630-09-50101-393-000	03/16 SE #2215 PARTS	394.41
			630-09-50101-393-000	03/16 SE CREDIT PART	544.12CR
				..... CHECK TOTAL	1,592.49
157775	4/20	HOLY NATIVITY LUTHERAN	110-01-51901-283-000	04/16 ELECTION	50.00
157776	4/20	A & R DOOR SERVICE	110-03-53103-246-000	03/16 ST DOOR REPAIR	231.00
157777	4/20	LOWE'S	110-02-52203-361-000	03/16 FD MERCHANDISE	842.55
			110-05-55109-344-000	03/16 PA MERCHANDISE	581.17
			501-09-50105-344-000	03/16 ST MERCHANDISE	267.90
			110-03-53107-389-000	03/16 ST MERCHANDISE	255.68
			110-05-55109-343-000	03/16 PA MERCHANDISE	26.88
			110-02-52206-344-000	03/16 FD MERCHANDISE	22.80
				..... CHECK TOTAL	1,996.98
157778	4/20	WIS DEPT OF JUSTICE	110-01-51303-219-000	03/16 SERVICES	245.00
			110-00-15202-000-000	03/16 SERVICES	7.00
				..... CHECK TOTAL	252.00

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157779	4/20	DWD-UI	110-09-56308-157-000	03/16 UNEMPLOYMENT	16,646.44
			520-09-50101-157-000	03/16 UNEMPLOYMENT	1,650.00
			110-00-14401-000-000	03/16 UNEMPLOYMENT	1,480.00
			110-00-15601-000-000	03/16 UNEMPLOYMENT	1,085.00
			110-09-56308-157-000	03/16 UNEMPLOYMENT	174.71
			524-05-50101-157-000	03/16 UNEMPLOYMENT	74.28
			631-09-50101-157-000	03/16 UNEMPLOYMENT	1,109.94CR
				..... CHECK TOTAL	20,000.49
157780	4/20	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	04/16 SPCL TRANSPRT	22,633.00
			520-09-50301-258-000	04/16 WKND DISPATCH	466.66
			520-09-50301-258-000	04/16 METRA BACK UP	233.34
				..... CHECK TOTAL	23,333.00
157781	4/20	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	03/16 PARTS AND SERV	1,467.30
157782	4/20	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	03/16-ST TOOLS/SUPPL	269.98
157783	4/20	KENOSHA BIBLE CHURCH	110-01-51901-283-000	04/16 ELECTION	25.00
157784	4/20	PETCO	110-02-52106-365-000	03/16 CSO SUPPLIES	389.97
			110-02-52103-381-000	03/16 EDDIE SUPPLIES	90.64
			110-02-52103-381-000	03/16 CHICO SUPPLIES	83.97
				..... CHECK TOTAL	564.58
157785	4/20	INTERSPIRO	110-02-52203-235-000	03/16-FD SCBA PARTS	740.59
157786	4/20	ST JOHN'S LUTHERAN CHURCH	110-01-51901-283-000	04/16 ELECTION	25.00
157787	4/20	AMERICAN TEST CENTER	110-02-52203-259-000	TESTS & INSPECTIONS	1,725.00
157788	4/20	SOUTHPORT HEATING & COOLING	415-11-51401-583-000	FLOOR DRAINS	1,150.00
157789	4/20	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	MED REC#16-012728	211.70
			110-02-52102-219-000	MED REC#16-035719	102.05
			110-02-52102-219-000	MED REC#15-099974	71.34
			110-02-52102-219-000	MED REC#16-015556	66.60
			110-02-52102-219-000	MED REC#16-015528	62.65
				..... CHECK TOTAL	514.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157790	4/20	SHRED-IT USA	110-02-52203-246-000	02/16 DOC SHREDDING	17.50
157791	4/20	US CELLULAR	110-05-55101-226-000 110-05-55101-226-000 110-05-55101-226-000	03/16 PA-CELL/AIRTM 03/16 PA-CELL/AIRTM 03/16 PA-SERV/AIRTM ..... CHECK TOTAL	11.10 4.05 2.55 17.70
157792	4/20	CUMMINS NPOWER, LLC	520-09-50201-347-000 630-09-50101-393-000	03/16 TD #4043 PARTS 03/16 SE #3228 PARTS ..... CHECK TOTAL	1,417.78 155.31 1,573.09
157793	4/20	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	03/16 SERVICES	914.00
157794	4/20	HENRY SCHEIN	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	03/16-FD MED SUPPLIE 03/16-FD MED SUPPLIE 03/16-FD MED SUPPLIE 03/16-FD MED SUPPLIE 03/16-FD MED SUPPLIE ..... CHECK TOTAL	403.19 207.25 139.00 139.00 21.20 909.64
157795	4/20	B & L OFFICE FURNITURE	520-09-50301-362-000	OFFICE CHAIR	818.40
157796	4/20	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	03/16-SE PARTS/LABOR	102.47
157797	4/20	T & A INDUSTRIAL, LTD.	110-03-53103-361-000 110-03-53103-361-000 110-03-53103-361-000	04/16-SAFETY PRODUCT 03/16-ST SAFETY PROD 04/16-ST SAFETY PROD ..... CHECK TOTAL	128.84 89.67 8.80 227.31
157798	4/20	JX PETERBILT	630-09-50101-393-000 630-09-50101-393-000	03/16-SE PARTS/SERVI 04/16-SE CREDIT PART ..... CHECK TOTAL	42.34 8.45CR 33.89
157799	4/20	WIS DEPT OF FINANCIAL INST	110-02-52101-219-000	4 YR APL-PEDERSON	20.00
157800	4/20	AUTUMN SUPPLY	520-09-50201-382-000	03/16 TD JANITORIAL	212.62
157801	4/20	FIFTY STATES DIST.	110-02-52203-259-000	03/16 LAUNDRY SERVIC	4,421.77
157802	4/20	FASTENAL COMPANY	501-09-50105-382-000 110-03-53110-389-000 110-03-53110-389-000 520-09-50201-317-000 110-03-53109-375-000 110-03-53110-389-000	03/16 ST TOOLS/MATER 03/16 ST TOOLS/MATER 03/16 ST TOOLS/MATER 03/16 TD TOOLS / MAT 03/16 ST TOOLS/MATER 03/16 ST TOOLS/MATER ..... CHECK TOTAL	359.82 102.12 25.00 19.04 10.94 7.18 524.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157803	4/20	APEX PRINT TECHNOLOGIES	110-01-51306-312-000 110-01-51201-311-000	3/16 2ND INSTL PSTG 3/16 PRINT TAX BILLS ..... CHECK TOTAL	3,071.92 1,402.68 4,474.60
157804	4/20	REINHART ROERNER	110-09-56505-411-000 110-09-56505-411-000	2015 ASMT REDUCTION 2014 ASMT REDUCTION ..... CHECK TOTAL	2,441.92 2,432.45 4,874.37
157805	4/20	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000 110-02-52203-344-000	03/16-CE FASTENERS 02/16-FD SUPPLIES/RE ..... CHECK TOTAL	1,464.34 27.42 1,491.76
157806	4/20	GREEN EARTH COMPANY	521-09-50101-351-000	04/16-AR RUNWAY DEIC	4,952.90
157807	4/20	MENARDS (KENOSHA)	110-05-55109-361-000 110-05-55109-361-000 110-05-55109-344-000 110-05-55109-344-000 110-05-55109-382-000 110-05-55111-389-000 110-05-55109-344-000 110-05-55109-344-000	03/16-PA MERCHANDISE 03/16-PA MERCHANDISE 03/16-PA MERCHANDISE 03/16-PA MERCHANDISE 03/16-PA MERCHANDISE 03/16-PA MERCHANDISE 03/16-PA MERCHANDISE 03/16-PA MERCHANDISE ..... CHECK TOTAL	214.41 92.42 72.64 29.87 23.96 8.44 3.08 .82 445.64
157808	4/20	JOURNEY CHURCH	110-01-51901-283-000	04/16 ELECTION	25.00
157811	4/20	BURRIS EQUIPMENT	501-09-50105-369-000 501-09-50105-369-000	STIHL CUT-OFF SAW GENERATOR, HONDA ..... CHECK TOTAL	3,234.00 1,996.00 5,230.00
157812	4/20	HERBST OIL, INC.	520-09-50106-341-000	04/16-TD DIESEL FUEL	12,463.05
157813	4/20	SKM, LLC	110-02-52203-344-000	01/16-FD MATERIALS &	555.60
157814	4/20	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	04/16-GO BEER /SODA	93.80
157815	4/20	TKK ELECTRONICS	414-11-51603-519-000	MOBILE DATE EQUIP	1,350.00
157816	4/20	CUSTOM WAGONS	110-05-55109-249-000	CANNON WHEELS	2,680.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157817	4/20	WIS DEPT OF TRANS-TV RP UNIT	110-02-52103-257-000	REPLENISH PROGRAM	5,000.00
157818	4/20	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000 110-05-55109-367-000	03/16 SE-UNIFRM/GLV 03/16 TD-UNIFRM/GLV 03/16 FD-UNIFRM/GLV 03/16 PA-UNIFRM/GLV ..... CHECK TOTAL	759.90 584.01 286.76 65.45 1,696.12
157819	4/20	WHOLESALE DIRECT INC	110-02-52203-344-000	03/16-FD PARTS/MATER	419.48
157820	4/20	BUSCHE, JUDY LLC	110-01-51601-219-000	03/16 PROCESS SERVC	60.00
157821	4/20	MESSIAH LUTHERAN CHURCH	110-01-51901-283-000	04/16 ELECTION	40.00
157822	4/20	FOX VALLEY CHEMICAL CO	110-02-52203-382-000 110-02-52203-382-000	03/16 FD #3 CONSUMAB 02/16 FD #3 CONSUMAB ..... CHECK TOTAL	250.60 141.75 392.35
157823	4/20	KENOSHA SENIOR CENTER	110-01-51901-283-000	04/16 ELECTION	49.50
157824	4/20	IAFF/NATIONWIDE	110-00-21574-000-000	04/01-15/16 CONTRIB	19,124.39
157825	4/20	AIRGAS NORTH CENTRAL	632-09-50101-389-000 110-05-55109-235-000 520-09-50201-317-000 110-03-53103-355-000	04/16 SE-INDSTL GAS 02/16 PA-INDSTL GAS 03/16 TD-INDSTL GAS 03/16 ST-INDSTL GAS ..... CHECK TOTAL	318.43 105.49 55.31 8.37 487.60
157826	4/20	GANDER MOUNTAIN	110-02-52103-365-000	03/16 SUPPL/EQPMNT	133.90
157827	4/20	BAYCOM	110-02-52103-231-000	PARTS-CHANNEL KNOB	335.35
157828	4/20	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	04/01-15/16 CONTRIB 04/01-15/16 CONTRIB ..... CHECK TOTAL	8,484.88 725.00 9,209.88
157829	4/20	BALL HORTICULTURE CO	110-05-55103-353-000 110-05-55103-353-000 110-05-55103-353-000 110-05-55103-353-000	3/16 FLOWERS, PLANTS 3/16 FLOWERS, PLANTS 3/16 FLOWERS, PLANTS 3/16 FLOWERS, PLANTS ..... CHECK TOTAL	1,152.24 782.51 592.57 133.45 2,660.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157830	4/20	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	03/16 MED DIR SERV	5,971.92
157831	4/20	BUELOW, VETTER, BUIKEMA,	110-01-51303-219-000	03/16 SERVICES	3,107.50
157832	4/20	ST. PAUL'S LUTHERAN CHURCH	110-01-51901-283-000	04/16 ELECTION	25.00
157833	4/20	LABAHN, JEFFREY B.	110-01-51601-261-000	03/16 187 MILES	101.73
157834	4/20	IWEN, RONALD	520-09-50301-263-000	INTERVIEW PANEL EXP	50.72
157835	4/20	SWARTZ, MARTHA E.	110-01-51601-261-000	03/16 81 MILES	43.74
157836	4/20	MIKOLAS, KEVIN	110-01-51601-261-000	03/16 204 MILES	110.16
157837	4/20	WILKE, BRIAN	110-01-51601-261-000	03/16 61 MILES	32.94
157838	4/20	LABATORE, FELICIA	110-02-52107-263-000	4/7/16 TRNG SESSION	100.82
157839	4/20	CHIAPPETTA, LOUIS	110-01-51601-261-000	03/16 266 MILES	143.64
157840	4/20	KUNZ, JOSHUA	110-02-52103-263-000	03/31/16 WINNEBAGO	12.00
157841	4/20	KRUEGER, SCOTT	110-01-51303-144-000	SPRING 2016 TUITION	453.60
157842	4/20	GONZALES, GLORIA	110-02-52103-263-000	03/31/16 WINNEBAGO	12.00
157843	4/20	SANCHEZ, MARGARITO	110-01-51601-261-000	03/16 309 MILES	166.86
157844	4/20	ANTARAMIAN, BENJAMIN	110-02-52103-263-000	4/10-11/16-WINNEBAGO	12.00
157845	4/20	SCHAAL, TIMOTHY	110-02-52103-365-000	REPAIR LAPTOPS	90.00
157846	4/20	GRIFFEY, BERNARD W.	110-02-52103-263-000	4/4/16-WINNEBAGO	12.00
157847	4/20	MOORE, MICHAEL	110-01-51601-261-000	03/16 168 MILES	90.72
157848	4/20	NEWHOUSE, ROBERT	110-01-51601-261-000	03/16 296 MILES	159.84
157849	4/20	PAGOULATOS, KOSTAS	110-01-51601-261-000	03/16 204 MILES	110.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157850	4/20	MARTINEZ, ADAM	110-02-52103-263-000	4/6/16-WINNEBAGO	12.00
157851	4/20	KROENING, DOUG	110-01-51601-261-000	03/16 218 MILES	117.72
157852	4/20	BONOVICH, LARS	206-02-52205-263-000	4/6-8 WIS PARAMEDIC	75.00
157853	4/20	KETTERHAGEN, STEVEN	110-01-51601-261-000	03/16 250 MILES	135.00
157854	4/20	DAVISON, RUSSELL	110-02-52103-263-000	04/04/16 WINNEBBAGO	12.00
157855	4/22	ACE HARDWARE	630-09-50101-393-000	03/16 CE-MERCHANDISE	197.97
			110-05-55109-361-000	03/16 PA-MERCHANDISE	139.45
			110-02-52203-382-000	03/16 FD-MERCHANDISE	92.37
			110-05-55109-389-000	03/16 PA-MERCHANDISE	82.86
			110-03-53107-389-000	03/16 ST-MERCHANDISE	64.99
			110-03-53107-361-000	03/16 ST-MERCHANDISE	64.99
			110-03-53107-353-000	03/16 ST-MERCHANDISE	61.29
			110-02-52203-344-000	03/16 FD-MERCHANDISE	45.94
			110-03-53103-389-000	03/16 ST-MERCHANDISE	35.62
			110-05-55109-344-000	03/16 PA-MERCHANDISE	26.07
			501-09-50104-344-000	03/16 SW-MERCHANDISE	24.46
			110-05-55109-246-000	03/16 PA-MERCHANDISE	20.46
			110-03-53109-361-000	03/16 ST-MERCHANDISE	9.99
			501-09-50105-361-000	03/16 SW-MERCHANDISE	3.99
			110-03-53109-374-000	03/16 ST-MERCHANDISE	1.72
				..... CHECK TOTAL	872.17
157856	4/22	RNOW, INC.	630-09-50101-393-000	03/16 SE PARTS/MATER	87.10
157857	4/22	BUMPER TO BUMPER	630-09-50101-393-000	03/16-CE PARTS/MATER	1,846.86
			501-09-50104-344-000	03/16-SW PARTS/MATER	507.89
			520-09-50201-317-000	03/16-TD PARTS/SERVI	191.27
			110-05-55102-361-000	03/16-PA PARTS/MATER	129.99
			632-09-50101-389-000	03/16-SE PARTS/MATER	120.37
			206-02-52205-344-000	03/16-FD PARTS/MATER	112.68
			413-11-51506-579-000	03/16-TD PARTS/SERVI	16.78
			520-09-50201-347-000	03/16-TD PARTS/SERVI	15.18
			110-03-53103-341-000	03/16-ST PARTS/MATER	8.18
				..... CHECK TOTAL	2,949.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157858	4/22	HWY C SERVICE	110-05-55109-343-000	03/16-PA SERVICE/PAR	224.88
			110-05-55109-343-000	03/16-PA SERVICE/PAR	43.20
			110-05-55109-343-000	03/16-PA #3000 PARTS	32.64
				..... CHECK TOTAL	300.72
157859	4/22	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	04/16-ST ELECTRICAL	86.04
			110-03-53109-375-000	04/16-ST ELECTRICAL	52.10
			501-09-50105-389-000	04/16-SW ELECTRICAL	17.26
				..... CHECK TOTAL	155.40
157860	4/22	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/22/16 CITY HRLY	8,477.75
			110-00-21562-000-000	04/22/16 WATER HRLY	3,100.62
			110-00-21562-000-000	04/22/16 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,593.37
157861	4/22	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	11/30/15 CARR	794.60
			110-09-56405-161-000	2/19/16 SIEKER	733.57
			110-09-56405-161-000	2/19/16 SIEKER	341.71
			110-09-56405-161-000	2/19/16 SIEKER	183.30
			110-09-56405-161-000	2/3/16 MENGO	174.05
				..... CHECK TOTAL	2,227.23
157862	4/22	KENOSHA NEWS	110-01-50901-321-000	03/16 ASSESSMENTS	22.32
			110-00-21104-000-000	03/16 RAYAN'S DIST	21.93
				..... CHECK TOTAL	44.25
157863	4/22	PALMEN BUICK	630-09-50101-393-000	03/16-CE PARTS/MATER	1,079.72
157864	4/22	M A TRUCK PARTS	630-09-50101-393-000	03/16 CE MATERIALS &	4,965.70
			520-09-50201-347-000	03/16 TD REPAIR PART	1,927.04
			413-11-51506-579-000	03/16 TD REPAIR PART	1,125.82
			206-02-52205-344-000	03/16 FD MATERIALS &	716.65
			110-03-53103-361-000	03/16 ST MATERIALS &	594.45
			501-09-50104-344-000	03/16 ST MATERIALS &	255.00
				..... CHECK TOTAL	9,584.66
157865	4/22	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	03/16-CE TIRES/SERVI	12,377.01
			110-02-52204-344-000	03/16-FD TIRES/SERVI	689.44
				..... CHECK TOTAL	13,066.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157866	4/22	SHOPKO STORES	110-02-52103-311-000	03/16-PD MERCHANDISE	32.22
157867	4/22	HERBERTS JEWELERS LTD.	110-02-52103-259-000	MANTLE CLOCK	260.00
157868	4/22	WILLKOMM INC., JERRY	630-09-50101-392-000	03/16-CE DIESEL FUEL	11,151.71
157869	4/22	WIS DEPT OF REVENUE	110-00-21512-000-000	04/1-15/16 DEDUCTS	117,153.54
157870	4/22	WE ENERGIES	520-09-50301-221-000	#14 03/04-04/05	6,578.23
			110-01-51801-221-000	#14 03/03-04/04	4,822.26
			110-03-53103-222-000	#14 03/01-03/31	3,353.86
			110-01-51801-222-000	#14 03/02-04/03	2,486.76
			520-09-50401-221-000	#14 03/02-04/01	2,122.44
			521-09-50101-221-000	#14 03/07-04/06	1,762.58
			521-09-50101-221-000	#14 03/06-04/05	1,486.25
			110-03-53109-221-000	#14 03/03-04/04	1,335.09
			110-03-53116-222-000	#14 03/02-04/03	1,200.34
			110-05-55109-221-000	#14 03/02-04/03	1,112.03
			110-02-52203-222-000	#14 02/28-03/30	989.94
			110-02-52203-221-000	#14 03/01-03/31	976.24
			633-09-50101-222-000	#14 03/01-03/31	955.20
			110-01-51802-221-000	#14 912 35 ST	905.14
			110-03-53103-221-000	#14 03/02-04/01	892.77
			110-03-53109-221-000	#14 03/06-04/05	856.72
			110-03-53109-221-000	#14 03/07-04/06	825.07
			632-09-50101-222-000	#14 03/01-03/31	817.88
			521-09-50101-221-000	#14 03/04-04/05	817.17
			110-02-52203-221-000	#14 03/06-04/05	796.46
			110-03-53109-221-000	#14 03/02-04/01	779.89
			110-03-53109-221-000	#14 03/02-04/03	721.29
			521-09-50101-222-000	#14 03/06-04/05	598.49
			110-03-53109-221-000	#14 02/09-03/09	533.98
			110-02-52203-222-000	#14 03/02-04/03	481.95
			110-02-52110-221-000	#1403/02-04/03	426.13
			110-05-55109-222-000	#14 03/01-03/31	415.96
			110-02-52203-222-000	#14 03/06-04/05	403.03
			520-09-50401-222-000	#14 02/29-03/30	361.38
			110-03-53109-221-000	#14 03/01-03/31	329.24
			110-05-55111-221-000	#14 03/02-04/01	242.36
			110-02-52203-222-000	#14 03/01-03/31	238.59
			110-03-53103-221-000	#14 03/01-03/31	119.37
			110-05-55109-221-000	#14 02/17-03/17	91.29
			110-02-52110-222-000	#14 03/02-04/03	86.76
			110-05-55111-221-000	#14 03/03-04/04	85.63
			521-09-50101-221-000	#14 02/04-04/05	62.40
			110-05-55109-221-000	#14 03/07-04/06	34.67
			110-05-55102-221-000	#14 03/03-04/04	22.99
			110-05-55111-222-000	#14 03/02-04/03	21.12
			110-05-55109-221-000	#14 03/04-04/05	20.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-221-000	#14 2210 52 ST	19.42
			110-03-53109-221-000	#14 02/10-03/10	15.71
			110-05-55109-222-000	#14 03/03-04/04	10.56
			110-02-52103-222-000	#14 03/07-04/06	9.90
				..... CHECK TOTAL	41,224.67
157871	4/22	SCHUNK GRAPHITE TECHNOLOGY	520-09-50401-347-000	CARBON INSERT	1,517.80
157872	4/22	BECKER AWNING	110-02-52206-367-000	04/16 FD #5 TURNOUT	90.00
			110-02-52206-367-000	04/16 FD #6 TURNOUT	90.00
			110-02-52206-367-000	04/16 FD #2 TURNOUT	55.00
			110-02-52206-367-000	04/16 FD #4 TURNOUT	55.00
				..... CHECK TOTAL	290.00
157873	4/22	A & R DOOR SERVICE	110-02-52204-344-000	03/16 FD #4 DOOR REP	1,264.50
			110-02-52204-344-000	03/16 FD #4 DOOR REP	84.00
				..... CHECK TOTAL	1,348.50
157874	4/22	AT&T	110-01-51801-227-000	4/7-5/6/16 CIRCUITS	292.00
			110-02-52108-225-000	4/7-5/6/16 CIRCUITS	54.50
			110-02-52110-227-000	4/7-5/6/16 CIRCUITS	35.00
			110-02-52103-227-000	4/7-5/6/16 CIRCUITS	35.00
			110-02-52103-227-000	4/7-5/6/16 CIRCUITS	35.00
				..... CHECK TOTAL	451.50
157875	4/22	CHASE BANK KENOSHA	110-00-21513-000-000	04/22/16 HRLY DEDUCT	19,361.82
			110-00-21511-000-000	04/22/16 HRLY DEDUCT	11,152.87
			110-00-21612-000-000	04/22/16 HRLY DEDUCT	11,152.80
			110-00-21614-000-000	04/22/16 HRLY DEDUCT	2,918.17
			110-00-21514-000-000	04/22/16 HRLY DEDUCT	2,918.14
				..... CHECK TOTAL	47,503.80
157876	4/22	OFFICEMAX	501-09-50101-311-000	04/16 ST #3388 OFFC	132.16
157877	4/22	WI IAAI	110-02-52204-323-000	G SANTELLI-MEMBER	25.00
157878	4/22	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	03/16 PD OT TICKETS	262.00
157879	4/22	T-MOBILE	501-09-50103-226-000	3/8-4/7/16 WIRELESS	42.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157880	4/22	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	03/16 STRCTR/MATRLS	669.04
			403-11-51102-588-000	03/16 STRCTR/MATRLS	234.96
			403-11-51102-588-000	03/16 STRCTR/MATRLS	176.00
			403-11-51102-588-000	03/16 RETURN MATRLS	234.96CR
				..... CHECK TOTAL	845.04
157881	4/22	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	02/16-SE#2235 PARTS/	1,418.28
			630-09-50101-393-000	03/16-SE#2235 PARTS	888.43
			630-09-50101-393-000	03/16-SE#2235 PARTS	768.60
			630-09-50101-393-000	04/16-SE RETURN PART	2,786.54CR
				..... CHECK TOTAL	288.77
157882	4/22	SOUTHPORT HEATING & COOLING	110-02-52203-246-000	STOVE PIPE/REGULATOR	625.00
			633-09-50101-241-000	2ND PREVENT MAINTENA	350.00
				..... CHECK TOTAL	975.00
157883	4/22	RACINE FIRE DEPT.	110-02-52206-264-000	8 FOR 3/19/16 SEMNR	80.00
157884	4/22	SAM'S CLUB	524-05-50101-397-000	03/16-GO SUPPLIES/ME	239.09
157885	4/22	CLASSIC AUTO BODY	110-02-52203-344-000	REPAIRS-FLEET #3325	896.60
157886	4/22	FIRST ADVANTAGE	110-01-51303-219-000	03/16 SERVICE	121.00
157887	4/22	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	02/16-PA LOCKS/KEYS	20.25
157888	4/22	SHRED-IT USA	110-02-52101-219-000	03/16 SHREDDING	29.43
157889	4/22	MALSACK, J	463-11-51502-219-000	5512 19TH AV-DEBRIS	295.00
157890	4/22	CRIVELLO-CARLSON	110-09-56405-212-000	1/6-2/22/16 KARASTI	580.00
157891	4/22	REGISTER OF DEEDS	110-09-56501-259-565	ORDER TO RAZE	30.00
157892	4/22	JOHNSON BANK	110-00-21532-000-000	04/22/16 CITY HRLY	1,067.11
			110-00-21532-000-000	04/22/16 WATER HRLY	643.65
				..... CHECK TOTAL	1,710.76
157893	4/22	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	4-6/16 ELEVATOR MAIN	135.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157894	4/22	OSI ENVIRONMENTAL INC	110-03-53117-253-000	03/16 WA REMOVAL SER	65.00
157895	4/22	DUECO, INC	630-09-50101-393-000	03/16 SE #2396 PARTS	217.90
157896	4/22	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000	04/22/16 G GRANADO 04/22/16 D YOUNG ..... CHECK TOTAL	104.00 87.00 191.00
157897	4/22	ABLE DISTRIBUTING COMPANY	110-05-55109-246-000 110-05-55109-344-000 110-05-55109-344-000 110-05-55109-344-000	03/16 PA PLUMBING SU 03/16 PA PLUMBING SU 02/16 PA PLUMBING SU 03/16 PA PLUMBING SU ..... CHECK TOTAL	152.32 119.57 51.33 22.32 345.54
157898	4/22	STAPLES	110-02-52103-311-000 110-02-52103-311-000 501-09-50101-362-000 110-01-50301-311-000	03/16-PD OFFICE SUPP 03/16-PD OFFICE SUPP CARPET CHAIRMATS 03/16-LE OFFICE SUPP ..... CHECK TOTAL	431.42 223.80 171.58 59.57 886.37
157899	4/22	MENARDS (KENOSHA)	520-09-50201-317-000 520-09-50201-317-000 520-09-50201-317-000	03/16-TD MERCHANDISE 03/16-TD MERCHANDISE 03/16-TD RETURN MERC ..... CHECK TOTAL	138.34 102.78 20.94CR 220.18
157900	4/22	PAYNE & DOLAN	402-11-51401-585-000 403-11-51202-588-000	FINAL-RESURFAC PH I FINAL RESURFAC PH I ..... CHECK TOTAL	6,038.79 6,038.78 12,077.57
157901	4/22	DYNAMIC RECYCLING, INC	205-03-53118-253-000 205-03-53118-253-000	03/16 RECYL ELCTRNC 03/16 RECYL ELECTRN ..... CHECK TOTAL	2,170.58 2,029.46 4,200.04
157902	4/22	RED WING SHOE CO	110-03-53116-367-000 501-09-50105-367-000	03/16 P.W. SAFETY BO 03/16 P.W. SAFETY BO ..... CHECK TOTAL	200.00 100.00 300.00
157903	4/22	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	04/16 PD EXTINGUISHE	23.20
157904	4/22	BRAUN THYSSENKRUPP ELEVATOR	520-09-50202-246-000	04/16 TD ELEVATOR MA	249.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157905	4/22	SOLUTRAN, INC	611-09-50101-155-000	04/16 FEES/CARDS	357.00
157906	4/22	PREMIUM WATERS, INC	761-09-50101-389-000	04/16 WATER COOLER	7.95
157907	4/22	COPPERNOLL MECHANICAL DESIGN	414-11-51502-583-000	KFD STN 4 BOILER	3,825.00
157908	4/22	WIS SCTF	110-00-21581-000-000	04/22/16 HRLY DEDUCT	988.39
157909	4/22	VPLS SOLUTIONS LLC	110-01-51102-233-000	SUBSRIPTION RENEWAL	27,972.00
157910	4/22	INTERTEL, INC.	110-09-56405-161-000	4/12/16 MENGO	1,165.50
157911	4/22	B & H PHOTO-VIDEO INC	632-09-50101-363-000	50" LED TV	448.00
157912	4/22	CARLSON RACINE ROOFING AND	110-03-53103-246-000	ROOF REPAIRS	1,500.00
157913	4/22	SAFELITE AUTOGLASS	630-09-50101-393-000	03/16 SE #2599 GLASS	236.89
157914	4/22	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	05/16 PREMIUM	51,169.52
			611-09-50101-155-525	04/16 ADJUSTMENT	843.84
				..... CHECK TOTAL	52,013.36
157915	4/22	TIME WARNER CABLE	110-01-51102-233-000	4/9-5/8/16-FD-RR	839.94
			761-09-50101-233-000	4/9-5/8/16 PHONE/RR	70.20
			761-09-50101-225-000	4/9-5/8/16 PHONE/RR	60.75
				..... CHECK TOTAL	970.89
157916	4/22	FIRE DEPT SAFETY OFFICERS	110-02-52206-264-000	PRO-BRD CERT EXAMS	475.00
157917	4/22	WHOLESALE DIRECT INC	630-09-50101-393-000	03/16-CE PARTS/MATER	92.27
157918	4/22	BUSCHE, JUDY LLC	110-01-50301-219-000	03/16 LE SERVICES OF	315.00
157919	4/22	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	3/16 SPRINGBRK RD-20	114.19
			110-03-53103-223-000	03/16 80TH ST (6)	71.64
			110-03-53103-223-000	3/16 80TH ST (8)	16.76
				..... CHECK TOTAL	202.59
157920	4/22	FAHRNER ASPHALT SEALERS LLC	402-11-51501-585-000	FINAL-JOINT,CRACK CL	3,700.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157921	4/22	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	03/16 SE #3155 PARTS	89.20
157922	4/22	AIRGAS NORTH CENTRAL	110-05-55109-235-000	03/16 PA-INDSTL GAS	113.85
			206-02-52205-344-000	03/16 FD-INDSTL GAS	63.11
			521-09-50101-344-000	03/16 AR-INDSTL GAS	29.95
				..... CHECK TOTAL	206.91
157923	4/22	RED THE UNIFORM TAILOR	110-02-52103-367-000	03/16 POLICE UNIFORM	375.78
			110-02-52103-367-000	03/16 POLICE UNIFORM	363.90
			110-02-52103-367-000	03/16 POLICE UNIFORM	347.70
			110-02-52103-367-000	03/16 POLICE UNIFORM	333.78
			110-02-52103-367-000	03/16 POLICE UNIFORM	291.70
			110-02-52103-367-000	03/16 POLICE UNIFORM	244.50
			110-02-52103-367-000	03/16 POLICE UNIFORM	240.00
			110-02-52103-367-000	03/16 POLICE UNIFORM	240.00
			110-02-52103-367-000	03/16 POLICE UNIFORM	240.00
			110-02-52103-367-000	03/16 POLICE UNIFORM	240.00
			110-02-52103-367-000	03/16 POLICE UNIFORM	99.98
				..... CHECK TOTAL	3,017.34
157924	4/22	CLARK DIETZ, INC	110-03-53102-219-000	3/16 KTEC-TRFC EVAL.	230.40
157925	4/22	SPORTS PHYSICAL THERAPY CNTR	110-09-56405-161-000	12/2/15 KEHR	605.55
			110-09-56405-161-000	11/19/15 KEHR	526.78
			110-09-56405-161-000	3/15/16 GALLEY	496.00
			110-09-56405-161-000	3/14/16 GALLEY	496.00
			110-09-56405-161-000	3/9/16 GALLEY	496.00
			110-09-56405-161-000	3/7/16 GALLEY	496.00
			110-09-56405-161-000	2/11/16 GALLEY	432.00
				..... CHECK TOTAL	3,548.33
157926	4/22	IOD INCORPORATED	110-09-56405-161-000	3/3/16 WILSON	34.04
157927	4/22	AURORA HEALTH CARE	110-09-56405-161-000	3/8/16 GRIFFEY	394.40
			110-01-51303-216-000	03/16 SCREENS	218.00
			110-00-15201-000-000	03/16 SCREENS	138.00
			110-09-56405-161-000	3/8/16 GRIFFEY	73.95
			520-09-50101-216-000	03/16 SCREENS	69.00
				..... CHECK TOTAL	893.35

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157928	4/22	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	2/29/16 BENVENUTO	95.00
			110-09-56405-161-000	3/7/16 BENVENUTO	95.00
			110-09-56405-161-000	2/26/16 BENVENUTO	95.00
			110-09-56405-161-000	3/3/16 BENVENUTO	95.00
				..... CHECK TOTAL	380.00
157929	4/22	GENEX SERVICES INC	110-09-56405-161-000	2/8-18/16 FITZGERALD	895.20
			110-09-56405-161-000	4/1-12/16 BARLETT	534.84
			110-09-56405-161-000	2-3/16 FITZGERALD	188.00
				..... CHECK TOTAL	1,618.04
157930	4/22	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	7/24/15 KEHR	559.90
			110-09-56405-161-000	7/27/15 KEHR	337.90
				..... CHECK TOTAL	897.80
157931	4/22	UHS PHYSICIAN CLINIC	110-09-56405-161-000	2/16/16 FITZGERALD	168.72
157932	4/22	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	2/8/16 BENVENUTO	153.42
			520-09-50101-161-000	2/4/16 SCHMIDT	111.89
				..... CHECK TOTAL	265.31
157933	4/22	KELLY, JILL LLC	110-09-56405-161-000	3/18-4/14/16 FINLEY	615.22
157934	4/22	FAMILY FOOT & ANKLE CLINICS	110-09-56405-161-000	1/14/16 HODGES	138.47
157935	4/22	WOODLAKE MEDICAL MANAGEMENT	110-09-56405-161-000	12/7/15 MIFFLIN	86.00
157936	4/22	PREFERRED MEDICAL NETWORK	110-09-56405-161-000	3/29/16 MENGO	374.15
157937	4/22	PRPA, BRANKO MD	110-09-56405-161-000	3/7/16 MENGO	14,486.85
157938	4/22	KOHN LAW FIRM S.C.	110-00-21581-000-000	04/22/16 F FABIANO	23.43
157939	4/22	SAVAGLIO, JOHN	110-00-21106-000-000	2015 TAX-7119 26 AV	31.86
157940	4/22	HE STARK AGENCY	110-00-45103-000-000	MC COLLECTION FEE	95.57
157941	4/22	COLE, BRADLEY S	110-01-50301-219-000	WITNESS FEE	16.46
157942	4/22	KENOSHA MOOSE LODGE	110-01-51901-283-000	04/16 ELECTION	32.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157943	4/22	WEBB, RANDALL T	110-00-45103-000-000	FINE PMT #C561958	100.00
			110-00-45104-000-000	FINE PMT #C561958	38.00
			110-00-21901-000-000	FINE PMT #C561958	26.00
			110-00-21911-000-000	FINE PMT #C561958	13.00
			110-00-21910-000-000	FINE PMT #C561958	10.00
				..... CHECK TOTAL	187.00
157944	4/22	JOSEPH ANTHONY HARDSCAPE	110-00-21106-000-000	PERS PROP TAX OVER	2.42
157945	4/22	GLOBETROTTER INVESTMENTS	110-00-21112-000-000	SPCL ASSESSMENT OVR	27.27
157946	4/22	SLATER, ASHLEY R	110-00-21111-000-000	COURT PMT#I838874	124.00
157947	4/22	RESENDIZ, EDWIN Y	110-00-21111-000-000	COURT PMT #I496860	40.00
157948	4/22	JONES, DEVINA	110-00-21905-000-000	BEACH HOUSE-4/9/16	300.00
157949	4/22	LUPIA, ROBERT	110-00-46394-000-000	APPLIANCE STICKER	15.00
157950	4/22	PICCOLO, ANITA	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
157951	4/22	ROMMELFANGER, MATTHEW	110-00-21905-000-000	BEACH HOUSE-8/14/16	250.00
			110-00-46580-000-000	BEACH HOUSE-8/14/16	200.00
			110-00-46532-000-000	BEACH HOUSE-8/14/16	25.00
				..... CHECK TOTAL	475.00
157952	4/22	HUFFORD, CURT OR ANGELIA	110-00-21106-000-000	2015 RE TAX OVERPAY	40.00
157953	4/22	MILLSAPS, NINA M.	110-01-51303-326-000	MUSEUM ONLINE AD	400.00
			611-09-50102-259-000	CORP CUP/BIKE-WORK	212.70
				..... CHECK TOTAL	612.70
157954	4/22	HAMILTON, WILLIE	110-02-52103-263-000	4/10-11 WINNEBAGO	12.00
157955	4/22	HELD, MICHAEL	110-02-52103-263-000	4/9-10 WINNEBAGO	12.00
			110-02-52103-263-000	4/9/16 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
157956	4/22	HILL, RYAN	110-02-52103-263-000	4/12/16 WINNEBAGO	12.00
			110-02-52103-263-000	4/9-10 WINNEBAGO	8.00
				..... CHECK TOTAL	20.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157957	4/22	BILL, JOE	524-05-50101-264-000	GOLF CRSE EXPS	125.00
157958	4/22	SAWYER, ADAM	110-02-52103-263-000	4/9/16 WINNEBAGO	12.00
157959	4/27	YAMAHA MOTOR CORP.	524-05-50101-282-000	04/16 GOLF CARTS	2,386.53
157960	4/27	CROWN TROPHY OF KENOSHA	724-00-21933-000-000	YOUTH COMM MEDALS	28.35
157961	4/27	KENOSHA CO HEALTH DIVISION	290-06-50501-259-000	#5913290 RELOCATE	5,368.96
157962	4/27	LAKESIDE STEEL & MFG. CO.	110-03-53103-344-000 501-09-50105-344-000 501-09-50105-344-000	03/16-ST LABOR/MATER 03/16-ST LABOR/MATER 03/16-ST LABOR/MATER ..... CHECK TOTAL	499.00 495.00 490.00 1,484.00
157963	4/27	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000	03/16 LAB 16-032337 03/16 LAB 16-035075 03/16 LAB 16-018263 03/16 LAB 16-041168 03/16 LAB 16-041070 ..... CHECK TOTAL	99.20 49.60 49.60 49.60 49.60 297.60
157964	4/27	M A TRUCK PARTS	501-09-50106-344-000	03/16-PA MATERIALS/S	101.24
157965	4/27	KENOSHA COUNTY INTERFAITH	288-06-50610-259-000	35917385 SUBGR AGMT	2,218.08
157966	4/27	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	FREIGHT-DEF CONTRL	23.96
157967	4/27	VAN'S GAS SERVICE INC	110-03-53103-355-000 521-09-50101-341-000	03/16 ST PROPANE GAS 03/16 AR PROPANE GAS ..... CHECK TOTAL	41.00 7.79 48.79
157968	4/27	WILLKOMM INC., JERRY	520-09-50106-341-000	03/16 TD DIESEL FUEL	11,302.43
157969	4/27	WE ENERGIES	758-09-51608-259-000 758-09-51607-259-000 217-06-51613-259-000 758-09-51607-259-000	3/2-4/3/16 UTILS 3/7-4/6/16 UTILS #5913762 UTILITIES 4/6-5/15/16 UTILS ..... CHECK TOTAL	70.53 67.07 56.19 20.89 214.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157970	4/27	LEITCH PRINTING CORP.	524-05-50101-311-000	03/16 PA BUS CARDS	39.50
157971	4/27	KENOSHA WATER UTILITY	758-09-51607-259-000 758-09-51608-259-000	12/23-2/23/16 UTILS 12/21-2/23/16 UTILS ..... CHECK TOTAL	32.30 22.24 54.54
157972	4/27	WEST GROUP	110-01-50301-322-000 110-01-50301-322-000	03/16-LE ONLINE MATE 03/16-LE SUBSCRIPTIO ..... CHECK TOTAL	840.42 280.82 1,121.24
157973	4/27	KENOSHA WATER UTILITY	110-00-46908-999-000	HYDRANT 52ST & 33AV	253.31
157974	4/27	LARK UNIFORM, INC.	110-02-52103-367-000	03/16 #428 UNIFORM I	169.90
157975	4/27	KENOSHA AREA BUSINESS	110-01-50101-264-000	ALD BOGDALA/ANL MTG	55.00
157976	4/27	OFFICEMAX	110-01-51601-311-000 110-01-51101-311-000 110-01-51601-311-000	04/16 CD #3390 OFFC 04/16 FN #3389 OFFC 04/16 CD #3390 OFFC ..... CHECK TOTAL	137.43 93.49 27.58 258.50
157977	4/27	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	04/16-CT ARMORED CAR	340.34
157978	4/27	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000 501-09-50105-361-000 110-03-53110-361-000 110-03-53110-389-000	03/16-ST TOOLS/SUPPL 03/16-ST TOOLS/SUPPL 03/16-ST TOOLS/SUPPL 03/16-ST TOOLS/SUPPL ..... CHECK TOTAL	300.00 295.92 127.99 35.97 759.88
157979	4/27	MILLHOUSE AUTO BODY INC	110-05-55109-344-000	DOOR HINGE #2321	86.88
157980	4/27	NAPA AUTO PARTS CO.	630-09-50101-393-000 110-02-52203-344-000 110-05-55109-343-000 501-09-50104-344-000 110-05-55109-361-000 520-09-50201-347-000 520-09-50201-317-000 206-02-52205-344-000 413-11-51506-579-000	03/16-CE PARTS/FILTE 03/16-FD PARTS/FILTE 03/16-PA PARTS/FILTE 03/16-ST PARTS/FILTE 03/16-PA PARTS/FILTE 03/16-TD PARTS/FILTE 03/16-TD PARTS/FILTE 03/16-FD PARTS/FILTE 03/16-TD PARTS/FILTE ..... CHECK TOTAL	4,078.04 696.42 693.38 229.00 156.80 92.84 44.26 39.16 29.08 6,058.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157981	4/27	BENDLIN FIRE EQUIPMENT CO.	110-02-52206-358-000 206-02-52205-344-000	ANSULITE 04/16 FD PARTS/MATER ..... CHECK TOTAL	13,320.00 568.00 13,888.00
157982	4/27	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	03/16 PARTS & SERVIC	2,045.14
157983	4/27	AECOM TECHNICAL SERVICES INC	463-11-51601-589-000	6414 28 AV-RAZE SPT	6,366.52
157984	4/27	JAMES IMAGING SYSTEMS, INC.	110-01-51101-232-000	1-3/16 FN-COPIER MNT	251.95
157985	4/27	LEE PLUMBING, INC.	110-02-52203-246-000	03/16-FD#3 PLUMBING	122.00
157986	4/27	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000 520-09-50201-347-000 206-02-52205-344-000	03/16 CE PARTS/MATER 03/16 TD BUS PARTS/M 03/16 FD PARTS/MATER ..... CHECK TOTAL	2,716.31 446.88 41.49 3,204.68
157987	4/27	SHRED-IT USA	110-02-52203-246-000	03/16 FD DOCUMENT SH	17.50
157988	4/27	SCHREIBER ANDERSON ASSOC.	405-11-51217-589-000	03//16 SIMMONS LOT	3,921.00
157989	4/27	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	03/16-SE#1358 SERVIC	530.75
157990	4/27	PAUL CONWAY SHIELDS	110-02-52206-367-000	03/16-FD TURNOUT GEA	23.00
157991	4/27	TOWN & COUNTRY GLASS	110-01-51801-246-000	03/16 MB GLASS REPAI	202.00
157992	4/27	US CELLULAR	110-02-52109-226-000 206-02-52205-226-000 110-02-52109-226-000 206-02-52205-226-000 110-02-52102-226-000 110-02-52103-226-000 110-02-52108-226-000 520-09-50401-226-000 110-03-53103-226-000 205-03-53119-226-000 205-03-53118-226-000 110-02-52101-226-000	04/16 GANG UNIT CHGS 04/16 FD-CELL SERVC 04/16 PD-10 GB 04/16 FD-ADDL AIRTM 04/16 PD-CELL AIRTM 04/16 PD-CELL AIRTM 04/16 PD-CELL AIRTM 04/16 TD-CELL AIRTM 04/16 ST-CELL AIRMN 04/16 ST-CELL AIRTM 04/16 WA-CELL AIRTM 04/16 PD-CELL AIRTM ..... CHECK TOTAL	320.00 75.30 50.64 22.45 13.55 8.55 8.34 5.55 5.00 1.45 1.25 .55 512.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157993	4/27	WASTE MANAGEMENT OF WI	110-03-53117-253-416	04/16 1158.11 TONS	29,740.26
			110-03-53117-253-416	04/16 WDNR TONNAGE	15,055.43
			501-09-50104-253-000	04/16 234.29 TONS	6,016.57
			501-09-50104-253-000	04/16 WDNR TONNAGE	3,045.77
			110-03-53117-253-417	04/16 11 PULLS	2,028.18
			110-03-53117-253-417	04/16 72.12 TONS	1,852.04
			110-03-53117-253-416	04/16 FUEL SURCHARGE	1,057.48
			110-03-53117-253-417	04/16 WDNR TONNAGE	937.56
			110-03-53117-253-416	04/16 ENVIRO SURCHG	294.00
			501-09-50104-253-000	04/16 FUEL SURCHARGE	213.71
			110-03-53117-253-417	04/16 FUEL SURCHARGE	138.87
			501-09-50104-253-000	04/16 ENVIRO SURCHG	66.00
			110-03-53117-253-417	04/16 ENVIRO SURCHG	66.00
				..... CHECK TOTAL	60,511.87
			157994	4/27	HEALTHSTAT
611-09-50101-155-504	03/16 PRGM ADMN FEE	11,459.68			
611-09-50101-155-504	03/16 REF LAB FEES	10,151.21			
611-09-50101-155-504	03/16 MED OFFC ASST	4,987.90			
611-09-50101-155-504	02/16 BANK FEES	73.44			
611-09-50101-155-504	02/16 PATIENT REF	40.00			
611-09-50101-155-504	2/25-3/24 CO PAYS	520.00CR			
	..... CHECK TOTAL	42,790.80			
157995	4/27	MALSACK, J	461-11-51501-581-000	3/16 PRSL "C" SNOW	1,588.00
			463-11-51502-219-000	3/16 PRSL "A" SNOW	1,563.05
			463-11-51502-219-000	3/16 PRSL "D" SNOW	1,246.88
			463-11-51402-219-000	TREES - 6123 13 AV	385.00
			758-09-51607-259-000	MULCH-6105 25 AV	325.00
			758-09-51608-259-000	3/16 SNOW 5910 19 AV	155.00
			758-09-51607-259-000	3/16 SNOW 6105 18 AV	155.00
			217-06-51613-259-000	#5911955 3/16 SNOW	155.00
				..... CHECK TOTAL	5,572.93
			157996	4/27	B & L OFFICE FURNITURE
110-02-52206-362-000	(USED) CHAIRS	650.00			
	..... CHECK TOTAL	4,450.00			
157997	4/27	ELECTRICAL CONTRACTORS, INC	110-05-55109-246-000	03/16 PA DIAMOND LTN	396.00
			110-05-55109-248-000	03/16 PA DIAMOND LTN	176.00
			110-05-55102-247-000	03/16 PA DIAMOND LTN	88.00
				..... CHECK TOTAL	660.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
157998	4/27	REGNER VETERINARY CLINIC	783-00-21995-000-000	04/16 EDDIE VETERINA	436.64
157999	4/27	WAUSAU EQUIPMENT CO.	630-09-50101-393-000	03/16-SE PLOW PARTS/	6,088.56
158000	4/27	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000 520-09-50201-347-000	03/16-TD SHOP SUPPLI 03/16-TD SHOP SUPPLI	427.45 119.64
				..... CHECK TOTAL	547.09
158001	4/27	MENARDS (KENOSHA)	110-02-52204-344-000 110-02-52203-369-000 501-09-50105-357-000 501-09-50105-361-000 520-09-50401-249-000 110-02-52203-382-000 110-03-53110-389-000 520-09-50201-347-000 110-02-52203-344-000 110-02-52203-361-000	03/16 FD MERCHANDISE 03/16 FD MERCHANDISE 03/16 SW MERCHANDISE 03/16 ST MERCHANDISE 03/16 TD MISC MERCHA 03/16 FD MERCHANDISE 03/16 ST MERCHANDISE 03/16 TD MISC MERCHA 03/16 FD MERCHANDISE 03/15 FD MERCHANDISE	300.74 298.00 292.54 202.79 95.95 68.62 26.95 16.48 8.48 4.88
				..... CHECK TOTAL	1,315.43
158002	4/27	EWALD CHEVROLET/BUICK/GEO	422-11-51605-561-000 422-11-51605-561-000 422-11-51605-561-000	2016 FORD FUSIONS 2016 FORD FUSIONS 2016 FORD FUSIONS	17,976.00 17,976.00 17,976.00
				..... CHECK TOTAL	53,928.00
158003	4/27	BERLA	717-09-50101-316-000	BLACKTHORN MAINT.	750.00
158004	4/27	WILLIAM/REID	501-09-50105-369-000	GAS MONITOR,	1,303.19
158005	4/27	MYPLANE, INC.	110-02-52203-369-000 110-02-52203-369-000 110-02-52203-369-000	TRANSCEIVERS LITHIUM ION BATTERY SPEAKER MICROPHONE	2,835.00 800.00 660.00
				..... CHECK TOTAL	4,295.00
158006	4/27	ARENZ, MOLTER, MACY, RIFFLE	110-09-56402-219-000	JNJC DOL 8/24/15	2,686.50
158007	4/27	KENOSHA COUNTY	110-04-54101-252-000	FINAL PYMT 10CV3329	50,000.00
158008	4/27	GRAINGER	521-09-50101-382-000 521-09-50101-382-000	4/16-AR PARTS/MATERI 04/16-AR PARTS/MATER	146.70 40.67
				..... CHECK TOTAL	187.37

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158009	4/27	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	03/16 SECURITY CHECK	68.00
158010	4/27	MCDEVITT'S TOWING	110-02-52103-219-000	03/16 #3125 TOWING S	22.50
158011	4/27	INLAND POWER SYSTEMS	630-09-50101-393-000 630-09-50101-393-000	03/16-SE MATERIALS & 03/16-SE MATERIALS/S	1,690.00 64.85
				..... CHECK TOTAL	1,754.85
158012	4/27	CLEANCO	633-09-50101-243-000	04/16 LI JANITORIAL	970.25
158013	4/27	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE	2,001.28 29.02CR 100.06CR 100.70CR 124.08CR 236.00CR
				..... CHECK TOTAL	1,411.42
158014	4/27	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE 04/16-30/16 SERVICE	948.80 13.76CR 25.00CR 32.80CR 58.83CR 81.00CR
				..... CHECK TOTAL	737.41
158015	4/27	RED THE UNIFORM TAILOR	110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 520-09-50101-367-000 110-02-52103-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000 520-09-50101-367-000 110-02-52206-367-000 110-02-52206-367-000	03/16 PD-UNIFORMS 03/16 PD-UNIFORMS 03/16 PD-UNIFORMS 03/16 PD-UNIFORMS 03/16 PD-UNIFORMS 04/16 TD-UNIFORM 03/16 PD-UNIFORMS 04/16 FD-UNIFORMS 04/16 FD-UNIFORMS 0416 FD-UNIFORMS 04/16 FD-UNIFORMS 04/16 TD-UNIFORM 04/16 FD-UNIFORMS 04/16 FD-UNIFORMS 04/16 TD-UNIFORM 04/16 FD-UNIFORMS	348.95 337.70 337.70 333.78 261.80 232.32 231.00 204.85 168.90 168.90 168.90 149.97 127.50 124.95 92.85 85.00
				..... CHECK TOTAL	3,375.07

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158016	4/27	CHANNING BETE	206-02-52205-322-000	03/15 FD TRAINING/ED	466.99
158017	4/27	BALL HORTICULTURE CO	110-05-55103-353-000	03/16 PA FLOWERS, PL	1,106.23
			110-05-55103-353-000	03/16 PA FLOWERS, PL	1,059.00
			110-05-55103-353-000	04/16 PA FLOWERS, PL	872.58
			110-05-55103-353-000	03/16 PA FLOWERS, PL	540.45
			110-05-55103-353-000	03/16 PA FLOWERS, PL	324.73
			110-05-55103-353-000	04/16 PA FLOWERS, PL	240.28
			110-05-55103-353-000	03/16 PA FLOWERS, PL	195.32
			110-05-55103-353-000	03/16 PA FLOWERS, PL	180.84
			110-05-55103-353-000	03/16 PA FLOWERS, PL	177.57
			110-05-55103-353-000	03/16 PA FLOWERS, PL	163.27
			110-05-55103-353-000	03/16 PA FLOWERS, PL	148.89
				..... CHECK TOTAL	5,009.16
158018	4/27	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	3/10/16 BENVENUTO	95.00
			110-09-56405-161-000	3/11/16 BENVENUTO	95.00
			110-09-56405-161-000	3/14/16 BENVENUTO	95.00
			110-09-56405-161-000	3/4/16 BENVENUTO	95.00
				..... CHECK TOTAL	380.00
158019	4/27	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-216-000	COURTIER PSYCH EVAL	495.00
158020	4/27	WALKIN' IN MY SHOES	288-06-50604-259-000	#5917392 SUBGR AGMT	4,189.59
158021	4/27	RE/MAX ELITE TRUST ACCT.	461-11-51501-581-000	EARNEST 4907 37 AVE	1,000.00
158022	4/27	TROTTIER AGENCY, INC.	110-01-52001-219-000	BOND M EASTON	100.00
158023	4/27	T & S STYLING, INC	110-09-56505-411-000	2013 PP ASMT CORRCT	734.15
158024	4/27	SALAS, DEBRA	110-01-50101-321-000	RES 50-16	30.00
158025	4/27	BIGLEY, CHRISTOPHER	110-02-52203-264-000	4/18-23 REG FEE	50.00
158026	4/27	CHIAPPETTA, LOUIS	110-01-51601-261-000	04/16 54 MILES	29.16
158027	4/27	BOSMAN, KEITH	110-01-51301-263-000	AIRPORT EXT-MEETING	68.56
			110-01-51301-262-000	AIRPORT EXT-MEETING	6.20
				..... CHECK TOTAL	74.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158028	4/27	BARBIAN, DANIEL	110-02-52103-263-000	04/14/16 WINNEBAGO	8.00
158029	4/29	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	04/16 1811 57 ST BOA	60.00
158030	4/29	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	04/16 ST ELECTRICAL	36.92
			110-03-53109-375-000	04/16 ST ELECTRICAL	18.97
				..... CHECK TOTAL	55.89
158031	4/29	INTERSTATE ELECTRIC SUPPLY	630-09-50101-393-000	CONTACT BLOCKS	1,140.00
158032	4/29	WIS DEPT OF REVENUE	318-12-50101-259-000	2016 TID RENWL FEE	150.00
			317-12-50101-259-000	2016 TID RENWL FEE	150.00
			316-12-50101-259-000	2016 TID RENWL FEE	150.00
			315-12-50101-259-000	2016 TID RENWL FEE	150.00
			313-12-50101-259-000	2016 TID RENWL FEE	150.00
			312-12-50101-259-000	2016 TID RENWL FEE	150.00
			311-12-50101-259-000	2016 TID RENWL FEE	150.00
			310-12-50101-259-000	2016 TID RENWL FEE	150.00
			309-12-50101-259-000	2016 TID RENWL FEE	150.00
			308-12-50101-259-000	2016 TID RENWL FEE	150.00
			307-12-50101-259-000	2016 TID RENWL FEE	150.00
			306-12-50101-259-000	2016 TID RENWL FEE	150.00
			305-12-50101-259-000	2016 TID RENWL FEE	150.00
			304-12-50101-259-000	2016 TID RENWL FEE	150.00
			301-12-50101-259-000	2016 TID RENWL FEE	150.00
				..... CHECK TOTAL	2,250.00
158033	4/29	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/29/16 CITY SAL	29,432.50
			110-00-21562-000-000	04/29/16 CITY HRLY	8,652.75
			110-00-21562-000-000	04/29/16 WATER SAL	5,704.00
			110-00-21562-000-000	04/29/16 LIBRARY SL	4,648.50
			110-00-21562-000-000	04/29/16 WATER HRLY	3,100.62
			110-00-21562-000-000	04/29/16 MUSEUM HRLY	15.00
				..... CHECK TOTAL	51,553.37
158034	4/29	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	04/29/16 HRLY DEDCT	15.00
158035	4/29	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	04/29/16 MUSEUM HRLY	9.42
			110-00-21541-000-000	04/29/16 CITY HRLY	7.33
				..... CHECK TOTAL	16.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158036	4/29	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	3/3/16 GALLEY	2,791.97
			110-09-56405-161-000	11/25/15 MCDONOUGH	856.51
			110-09-56405-161-000	2/3/16 LEWIS	400.93
			110-09-56405-161-000	2/3/16 KISER	400.93
			110-09-56405-161-000	2/3/16 SPENCER	400.93
				..... CHECK TOTAL	4,851.27
158037	4/29	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	04/29/16 CITY SAL	82,813.00
			110-00-21563-000-000	04/29/16 WATER SAL	40.00
				..... CHECK TOTAL	82,853.00
158038	4/29	SHOPKO STORES	206-02-52205-318-000	04/16 FD MERCHANDISE	29.88
			110-02-52203-382-000	04/16 FD MERCHANDISE	27.73
				..... CHECK TOTAL	57.61
158039	4/29	TRAFFIC & PARKING CONTROL CO	206-02-52205-344-000	GPS RADIO ANTENNA	229.00
158040	4/29	WE ENERGIES	227-09-50101-221-000	3/13-4/12/16 KEP #3	495.21
			227-09-50101-221-000	3/3-4/4 2599 53 ST	351.66
			227-09-50101-221-000	3/13-4/12/16 KEP #4	178.48
			227-09-50101-221-000	3/13-4/12/16 KEP #2	17.71
				..... CHECK TOTAL	1,043.06
158041	4/29	WIS RETIREMENT SYSTEM	110-00-21625-000-000	03/16 PENSION	389,591.93
			110-00-21522-000-000	03/16 PENSION	270,758.46
			110-02-52203-153-000	03/16 PENSION	7,287.53
			110-00-21521-000-000	03/16 PENSION	5,820.00
				..... CHECK TOTAL	673,457.92
158042	4/29	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	04/29/16 H TOLBERT	244.77
158043	4/29	OAKES & SON, INC., A. W.	402-11-51404-586-000	FINAL-SIDEWALK-CONT.	5,000.00
			403-11-51401-585-000	FINAL-CURB/GUTR CONT	3,587.66
			403-11-51401-585-000	FINAL-CURB/GUTTER	1,412.34
				..... CHECK TOTAL	10,000.00
158044	4/29	REINDERS INC.	630-09-50101-393-000	REPAIR PARTS	1,235.91
158045	4/29	WEST GROUP	110-01-50301-322-000	03/16-LE SUBSCRIPTIO	201.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158046	4/29	WISCONSIN FUEL & HEATING	630-09-50101-393-000 110-03-53117-341-000	04/16 CE LUBRICANTS/ 04/16 WA LUBRICANTS/ ..... CHECK TOTAL	491.90 173.25 665.15
158047	4/29	KENOSHA WATER UTILITY	110-00-46908-999-000	7/20/15 LIFT STN	62,839.71
158048	4/29	AURORA EAP	611-09-50101-155-000	2ND QTR 2016	7,530.00
158049	4/29	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21514-000-000 110-00-21614-000-000	04/29/16-DEDUCTS 04/29/16-DEDUCTS 04/29/16-DEDUCTS 04/29/16-DEDUCTS 04/29/16-DEDUCTS ..... CHECK TOTAL	253,931.86 93,820.09 93,820.07 29,234.75 29,234.18 500,040.95
158050	4/29	WISCONSIN SCREEN PROCESS, INC	110-02-52203-344-000	04/16 IDENTIFIERS	289.86
158051	4/29	OFFICEMAX	110-03-53101-311-000 110-01-51301-311-000 110-03-53101-311-000 110-01-51303-311-000 110-01-51303-311-000	04/16 PW #3388A OFFC 03/16 HR #3378 OFFC 04/16 PW #3388A OFFC 04/16 HR #3378 OFFC 03/16 HR #3378 OFFC ..... CHECK TOTAL	45.42 40.91 3.36 1.97 .90 92.56
158052	4/29	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	04/29/16 SAL DEDUCTS	11,720.80
158053	4/29	KPSOA	110-00-21552-000-000	04/29/16 SAL DEDUCTS	1,750.00
158054	4/29	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	04/29/16 SAL DEDUCTS	9,183.84
158055	4/29	ACCURATE PRINTING CO., INC.	110-01-50901-311-000 501-09-50101-311-000	04/16 AS-ENVELOPES 04/16 SW-YW COUPONS ..... CHECK TOTAL	392.00 234.00 626.00
158056	4/29	MG TRUST COMPANY	761-09-50101-151-000 761-00-21599-000-000	04/16 PIRO/RIMKUS 04/16 PIRO/RIMKUS ..... CHECK TOTAL	250.12 250.12 500.24
158057	4/29	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000 110-01-50101-232-000 110-02-52201-232-000 110-01-51101-232-000 110-01-51101-232-000 110-01-51601-232-000 110-02-52201-232-000 110-02-52201-232-000 110-02-52101-232-000 631-09-50101-232-000 501-09-50101-232-000	04/16 CT-COPIER MNT 03/16 CT-OVERAGES 04/16 MANGD PRINTER 4-6/16 FN-COPIER AGR 1-3/16 FN-OVERAGES 04/16 MANGD PRINTER 04/16 FD-COPIER MNT 03/16 FD-OVERAGES 03/16 PD-OVERAGE 04/16 PW-COPIER CHGS 04/16 PW-COPIER CHGS	676.00 345.33 308.67 251.95 239.01 198.36 193.75 190.18 171.88 164.55 164.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53101-232-000	04/16 PW-COPIER CHGS	164.55
			110-01-51601-232-000	04/16 CD-COPIER MNT	156.00
			110-01-51301-232-000	04/16 AD-COPIER MNT	142.50
			110-01-51101-232-000	04/16 MANGD PRINTER	132.24
			110-02-52103-232-000	03/16 PD-OVERAGE	130.31
			110-01-51601-232-000	1-3/16 CD-OVERAGES	115.51
			520-09-50301-232-000	04/16 MANGD PRINTER	110.20
			110-05-55101-232-000	04/16 MANGD PRINTER	110.20
			110-01-51201-232-000	04/16 MANGD PRINTER	110.20
			632-09-50101-232-000	04/16 MANGD PRINTER	88.16
			110-03-53103-232-000	04/16 MANGD PRINTER	88.16
			110-01-52001-232-000	04/16 MANGD PRINTER	88.16
			110-01-50901-232-000	04/16 MANGD PRINTER	88.16
			110-01-50301-232-000	03/16 LE-OVERAGES	68.69
			631-09-50101-232-000	04/16 MANGD PRINTER	66.12
			110-01-51303-232-000	04/16 MANGD PRINTER	66.12
			110-01-51102-232-000	04/16 MANGD PRINTER	66.12
			110-01-50301-232-000	04/16 MANGD PRINTER	66.12
			110-01-51601-232-000	04/16 CD-COPIER MNT	62.99
			110-01-51303-232-000	04/16 HR-COPIER MNT	57.06
			632-09-50101-232-000	04/16 SE-COPIER MNT	54.43
			520-09-50301-232-000	04/16 TD-COPIER MNT	44.09
			110-03-53116-232-000	04/16 MANGD PRINTER	44.08
			110-02-52103-232-000	04/16 MANGD PRINTER	44.08
			110-01-51301-232-000	04/16 MANGD PRINTER	44.08
			631-09-50101-232-000	03/16 PW-OVERAGES	38.90
			501-09-50101-232-000	03/16 PW-OVERAGES	38.88
			110-05-55101-232-000	04/16 PA-COPIER MNT	32.66
			520-09-50301-232-000	03/16 TD-OVERAGES	30.33
			110-01-50901-232-000	04/16 AS-COPIER MNT	27.51
			501-09-50105-232-000	04/16 ST-COPIER MNT	27.39
			110-01-52001-232-000	04/16 MC-COPIER MNT	24.00
			521-09-50101-232-000	04/16 MANGD PRINTER	22.04
			110-03-53101-232-000	04/16 MANGD PRINTER	22.04
			110-02-52201-232-000	04/16 MANGD PRINTER	22.04
			110-03-53101-232-000	03/16 PW-OVERAGES	19.45
			110-03-53103-232-000	04/16 ST-COPIER MNT	18.26
			521-09-50101-232-000	04/16 AR-COPIER MNT	16.98
			501-09-50105-232-000	03/16 ST-OVERAGES	7.65
				..... CHECK TOTAL	5,460.69

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158058	4/29	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-343-000	03/16-PA PARTS/SUPPL	193.08
			110-05-55109-343-000	02/16-PA PARTS/SUPPL	119.95
			110-05-55109-343-000	03/16-PA PARTS/SUPPL	40.12
				..... CHECK TOTAL	353.15
158059	4/29	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	04/16-MB JANITORIAL	3,962.41
			110-02-52203-243-000	04/16-FD JANITORIAL	721.00
			632-09-50101-243-000	04/16-SE CLEANING SE	339.45
				..... CHECK TOTAL	5,022.86
158060	4/29	AUTO ZONE INC.	630-09-50101-393-000	04/16 SE PARTS/SUPPL	59.08
158061	4/29	US CELLULAR	110-01-51601-226-000	04/16 CD-CELL AIRTM	37.13
			521-09-50101-226-000	04/16 AR-CELL AIRTM	2.10
				..... CHECK TOTAL	39.23
158062	4/29	CUMMINS NPOWER, LLC	520-09-50201-347-000	04/16 TD #3511 PARTS	474.92
			520-09-50201-347-000	04/16 TD CREDIT PART	93.50CR
				..... CHECK TOTAL	381.42
158063	4/29	HENRY SCHEIN	206-02-52205-318-000	04/16-FD MED SUPPLIE	462.01
			206-02-52205-318-000	04/16-FD MED SUPPLIE	301.51
			206-02-52205-318-000	04/16-FD MED SUPPLIE	139.00
			206-02-52205-318-000	03/16-FD MED SUPPLIE	139.00
			206-02-52205-318-000	04/16-FD MED SUPPLIE	122.58
			206-02-52205-318-000	04/16-FD MED SUPPLIE	122.58
				..... CHECK TOTAL	1,286.68
158064	4/29	ADVANCED DISPOSAL	205-03-53118-253-000	03/16 418.45 TONS	7,527.99
			205-03-53118-253-000	02/16 BACK HAULS	6,845.63
			205-00-46397-000-000	02/16 REBATE	2,228.66CR
				..... CHECK TOTAL	12,144.96
158065	4/29	WISCONSIN COUNCIL 40	110-00-21553-000-000	04/29/16 HRLY DEDUCT	165.50
158066	4/29	JENSEN TOWING	110-02-52103-219-000	3/16 #16-032337 TOW	55.00
158067	4/29	LETTERING MACHINE	110-02-52206-367-000	04/16-FD CLOTHING	1,587.50
			110-02-52206-367-000	04/16-FD CLOTHING	947.50
			110-02-52206-367-000	04/16-FD CLOTHING	940.00
			110-02-52206-367-000	04/16-FD CLOTHING	682.50
			110-02-52206-367-000	04/16-FD CLOTHING	30.00
				..... CHECK TOTAL	4,187.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158068	4/29	PELION BENEFITS, INC.	110-00-21517-000-000	4/16-30/16 DEDUCTS	4,513.09
158069	4/29	JOHNSON BANK	110-00-21532-000-000	04/29/16 CITY SAL	27,167.20
			110-00-21532-000-000	04/29/16 WATER SAL	3,775.83
			110-00-21532-000-000	04/29/16 LIBRARY SL	1,255.00
			110-00-21532-000-000	04/29/16 CITY HRLY	1,067.11
			110-00-21532-000-000	04/29/16 WATER HRLY	643.65
				..... CHECK TOTAL	33,908.79
158070	4/29	FASTENAL COMPANY	520-09-50201-347-000	BANDSAW	1,299.00
			110-05-55109-361-000	03/16 PA TOOLS/MATER	261.75
			110-05-55111-389-000	02/16 PA TOOLS/MATER	4.79
				..... CHECK TOTAL	1,565.54
158071	4/29	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	9/2-12/10/15 GLASS	585.00
			110-09-56405-212-000	1/6-29/16 GLASS	435.00
				..... CHECK TOTAL	1,020.00
158072	4/29	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/29/16 W HAMILTON	743.00
			110-00-21581-000-000	04/29/16 G GRANADO	104.00
			110-00-21581-000-000	04/29/16 D YOUNG	87.00
				..... CHECK TOTAL	934.00
158073	4/29	WISCONSIN COMMUNITY MEDIA	761-09-50101-264-000	2016 SPRING CONF	135.00
158074	4/29	UTTECH AUTO REPAIR	110-02-52204-344-000	04/16 VEHICLE REPAIR	220.00
158075	4/29	STAPLES	110-02-52103-311-000	04/16 PD MISC OFFICE	243.58
			110-02-52103-311-000	04/16 PD MISC OFFICE	53.99
			110-02-52103-311-000	04/16 PD MISC OFFICE	40.50
			110-02-52103-311-000	04/16 PD MISC OFFICE	6.96
				..... CHECK TOTAL	345.03
158076	4/29	GLEASON REDI-MIX	110-03-53103-355-000	04/16-ST CONCRETE MA	995.06
			110-03-53103-355-000	04/16-ST CONCRETE MA	751.83
			403-11-51202-588-000	03/16-ST CONCRETE MA	650.30
			403-11-51202-588-000	03/16-ST CONCRETE MA	542.70
			501-09-50105-355-000	03/16-SW CONCRETE MA	361.46
			501-09-50105-355-000	03/16-SW CONCRETE MA	256.00
			501-09-50105-355-000	03/16-SW CONCRETE MA	158.00
				..... CHECK TOTAL	3,715.35

START DATE FOR SUMMARY: 4/16 END DATE FOR SUMMARY: 4/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158077	4/29	HYDRO-LAND CONSULTING, LLC	403-11-51406-219-000	1-3/16 SANDER WETLND	2,765.00
158078	4/29	MENARDS (KENOSHA)	110-05-55109-249-000	04/16-PA MERCHANDISE	154.69
			110-05-55109-357-000	03/16-PA MERCHANDISE	131.00
			110-05-55109-246-000	04/16-PA MERCHANDISE	121.64
			520-09-50401-249-000	04/16-TD MERCHANDISE	115.18
			110-03-53103-344-000	04/16-ST MERCHANDISE	110.00
			110-02-52203-369-000	03/16-FD MERCHANDISE	59.98
			110-05-55109-344-000	03/16-PA MERCHANDISE	35.73
			110-02-52203-382-000	04/16-FD MERCHANDISE	34.84
			110-05-55109-344-000	03/16-PA MERCHANDISE	26.48
			110-05-55109-344-000	04/16-PA MERCHANDISE	23.94
			110-03-53103-361-000	04/16-ST MERCHANDISE	17.80
			110-02-52203-361-000	03/16-FD MERCHANDISE	12.48
			520-09-50401-249-000	04/16-TD MERCHANDISE	5.58
			110-05-55109-344-000	04/16-PA RETURN MERC	15.74CR
				..... CHECK TOTAL	833.60
158079	4/29	TOTAL CYCLERY	110-02-52103-367-000	04/16-PD BIKE HELMET	180.00
158080	4/29	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	04/29/16 L DIETRICK	255.61
158081	4/29	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	04/29/16 DEDUCTS	1,406.48
158082	4/29	SUN LIFE FINANCIAL	611-09-50101-155-517	05/16 STOP LOSS	119,050.56
			611-09-50101-155-517	05/16 STOP LOSS AGG	6,359.04
				..... CHECK TOTAL	125,409.60
158083	4/29	BNA	110-01-51101-322-000	FAIR LABOR STD ACT3	721.14
158084	4/29	WIS SCTF	110-00-21581-000-000	04/29/16 SAL DEDUCT	10,685.31
			110-00-21581-000-000	04/29/16 HRLY DEDCT	1,118.82
				..... CHECK TOTAL	11,804.13
158085	4/29	RING'S RADIATOR SERVICE	630-09-50101-393-000	LODAL RADIATORS	300.00
158086	4/29	WILLIAMS, KENT	245-09-50101-264-000	4/7/16 SEMINAR/EXP	2,150.00
158087	4/29	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/29/16-H MARTIN	375.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158088	4/29	GRAINGER	110-05-55109-246-000	03/16-PA PARTS/MATER	102.70
158089	4/29	UW WISCONSIN-EXTENSION	206-02-52205-264-000	J POLTROCK-5/2/16	135.00
158090	4/29	TIME WARNER CABLE	110-01-51102-233-000 110-01-51102-233-000	4/17-5/16 CITY HALL 4/19-5/09 STORES GAR ..... CHECK TOTAL	786.00 139.95 925.95
158091	4/29	EZ PACK N SHIP ETC, INC	520-09-50201-347-000 110-01-51306-312-000 520-09-50106-311-000 110-02-52102-235-000	03/16 TD-UPS SERVICE 03/16 PD-UPS SERVICE 03/16 TD-UPS SERVICE 03/16 PD-UPS SERVICE ..... CHECK TOTAL	46.35 24.00 7.40 6.75 84.50
158092	4/29	ERICKSON AUTO TRIM	630-09-50101-393-000	04/16 SE #1951 UPHOL	200.00
158093	4/29	STRYKER SALES CORP.	206-02-52205-385-000 206-02-52205-369-000	SMRT POWER KIT POLYPROPLN RESTRAINT ..... CHECK TOTAL	985.99 275.61 1,261.60
158094	4/29	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000 110-03-53103-246-000	04/16 ST INSPECTIONS 04/16 ST INSPECTIONS ..... CHECK TOTAL	1,037.50 762.50 1,800.00
158095	4/29	AIRGAS NORTH CENTRAL	206-02-52205-389-000 632-09-50101-389-000 206-02-52205-344-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-344-000 206-02-52205-389-000	03/16 FD-OXYGEN CYL 04/16 SE-SHOP SUPPL 03/16 FD-INDSTL GAS 03/16 FD-OXYGEN CYL 03/16 FD-OXYGEN CYL 03/16 FD-OXYGEN CYL 03/16 FD-INDSTL GAS 03/16 FD-OXYGEN CYL ..... CHECK TOTAL	122.85 87.75 58.59 54.82 49.98 49.98 25.11 8.06 457.14
158096	4/29	MINUTEMAN PRESS	110-02-52110-311-000 110-02-52110-311-000	WINDOW CLINGS BUMPER STICKER ..... CHECK TOTAL	1,154.47 790.00 1,944.47
158097	4/29	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	2/4/16 LEWIS 2/3/16 SPENCER 2/3/16 KISER ..... CHECK TOTAL	318.60 318.60 318.60 955.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158098	4/29	UNITED OCC MEDICINE	110-00-15202-000-000	2/16/16 DEMARCO	175.50
158099	4/29	AURORA HEALTH CARE	110-01-51303-216-000	3-4/16 SCREENS	1,288.00
			110-00-15601-000-000	3-4/16 SCREENS	207.00
			520-09-50101-216-000	3-4/16 SCREENS	97.00
			110-00-15202-000-000	3-4/16 SCREENS	60.00
				..... CHECK TOTAL	1,652.00
158100	4/29	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	3/18/16 BENVENUTO	95.00
			110-09-56405-161-000	3/18/16 FINLEY	95.00
			110-09-56405-161-000	3/17/16 BENVENUTO	95.00
			110-09-56405-161-000	3/17/16 FINLEY	95.00
			110-09-56405-161-000	2/19-24/16 E ROSS	65.00
				..... CHECK TOTAL	445.00
158101	4/29	UNITED AMERICAN INSURANCE	206-00-13107-000-000	JACOBY 1/01/15	86.55
158102	4/29	GENEX SERVICES INC	110-09-56405-161-000	3-4/16 FITZGERALD	970.40
158103	4/29	LP CHIROPRACTIC, LLC	110-09-56405-161-000	3/18-23/16 KOPP	87.10
			110-09-56405-161-000	3/7/16 KOPP	43.55
			110-09-56405-161-000	3/25/16 KOPP	32.50
				..... CHECK TOTAL	163.15
158104	4/29	WPS/TRICARE	206-00-13107-000-000	GRIFFIN 3/9 & 12/24	164.97
158105	4/29	MH IMAGING KENOSHA	110-09-56405-161-000	2/24/16 BENVENUTO	1,800.00
158106	4/29	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/7/16 KEHR	1,040.99
			110-09-56405-161-000	3/2/16 KEHR	72.80
			110-09-56405-161-000	2/8/16 KEHR	72.80
				..... CHECK TOTAL	1,186.59
158107	4/29	COMPTODAY	110-09-56405-161-000	3/16/16 MENGO	451.08
			110-09-56405-161-000	3/7/16 MENGO	354.63
			110-09-56405-161-000	3/25/16 MENGO	310.84
				..... CHECK TOTAL	1,116.55
158108	4/29	BROOKFIELD ANESTHESIOLOGY	110-09-56405-161-000	3/7/16 MENGO	2,356.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158109	4/29	PREFERRED MEDICAL NETWORK	110-09-56405-161-000	3/28-4/4/16 MENG0	179.16
158110	4/29	HYATT CHIROPRACTIC	110-09-56405-161-000 110-09-56405-161-000	2/10/16 E ROSS 2/11-17/16 E ROSS ..... CHECK TOTAL	111.80 65.00 176.80
158111	4/29	PT PROS COMP LLC	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	3/28/16 BARLETT 2/8/16 VARLETT 2/5/16 BARLETT 3/12/16 BARLETT ..... CHECK TOTAL	540.00 520.00 520.00 500.00 2,080.00
158112	4/29	KOHN LAW FIRM S.C.	110-00-21581-000-000	04/2/16 FABIANO	25.96
158113	4/29	GOMEZ, ROJELIO SR & ZENONA	110-00-21106-000-000	2015 RE TAX OVERPAY	230.26
158114	4/29	WEIDMANN, SETH	110-00-21905-000-000	BEACH HOUSE-4/17/16	100.00
158115	4/29	SWEENEY, CHARLENE	206-00-13107-000-000	TRANSPORT 10/12/14	30.00
158116	4/29	LABORERS' WELFARE FUND	206-00-13107-000-000	L THOMAS 9/18/14	76.33
158117	4/29	WISCONSIN LABORERS' HEALTH	206-00-13107-000-000	THOMSON-2/2/15	548.25
158118	4/29	ST JAMES MANOR	206-00-13107-000-000	LOVERINE 1/5/15	188.24
158119	4/29	STEELE, CLINTON	206-00-13107-000-000	TRANSPORT-12/22/14	125.00
158120	4/29	NAPOLI, CARMEN	110-00-21112-000-000	SPCL ASMT OVERPAY	6.96
158121	4/29	PEREZ, SILVERIO	110-09-56519-259-000	IID SURCHARGE	50.00
158122	4/29	GIZOWSKI, ELISSA	110-00-21111-000-000	COURT PYMT N130318	68.80
158123	4/29	WILSON, TRAVIS J	110-00-21111-000-000	COURT PYMT C100544	98.80
158124	4/29	PFARR, JADA	110-00-21905-000-000	BEACH HOUSE-4/16/16	300.00
158125	4/29	MARTINEZ, RICHARD	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
158126	4/29	PLAISTAD, CLIFFORD	110-00-46394-000-000	APPLIANCE STICKER	15.00
158127	4/29	KING, WILLIE	110-00-21111-000-000	PYMT B248152	5.70
158128	4/29	FINLEY, JANE E.	110-09-56405-161-000	4/19/16 INCENTIVE	100.00
158129	4/29	ARGUST, KAREN	110-01-50101-311-000	ROBERTS RULES	14.34
GRAND TOTAL FOR PERIOD *****					2,690,313.59



JEFFREY B. LABAHN  
 Director of  
 Community Development & Inspections

**TO:** Alderperson Daniel Prozanski, Jr., Chairperson  
 Members of the City of Kenosha Finance Committee

**FROM:** Jeffrey B. Labahn, Community Development & Inspections

**RE:** **Vacant Buildings-Monthly Report**

**DATE:** May 12, 2016

The Department of Community Development and Inspections, through its Division of Property Maintenance, is identifying, monitoring and inspecting properties which are determined to be vacant, according to Chapter 28 of the Code of General Ordinances. A summary listing of vacant properties that have been identified and are being monitored are listed below. I expect that the volume of vacant properties will increase during the upcoming months as property maintenance inspectors will be working in eight (8) areas of the City under the Neighborhood Inspection Program. We will also be hiring two seasonal inspectors that will be encountering vacant properties in conjunction with grass/weeds, debris and graffiti complaints. Lastly, we recently hired a new property maintenance inspector who has the primary responsibility for overseeing our vacant building inventory.

Number of Residential Buildings Being Monitored	123
Number of Residential Buildings Monitored Prior to 2016	91
Number of Residential Buildings Monitored Beginning in 2016	32
Number of Residential Buildings with Orders to Repair	122
Number of Commercial Buildings Being Monitored	9
Number of Commercial Buildings Monitored Prior to 2016	9
Number of Commercial Buildings with Orders to Repair	8
Number of Vacant Building Permit Applications Submitted	26

Recommendation: Receive and file