

**AMENDED**  
**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, May 21, 2012**  
**5:30 PM**

**Chairman: Daniel Prozanski Jr. Vice Chair: Tod Ohnstad**  
**Aldersperson: David F. Bogdala Aldersperson: Rocco J. LaMacchia**  
**Aldersperson: Keith W. Rosenberg Aldersperson: Curt Wilson**

**Call to Order**  
**Roll Call**

1. Approval of the minutes of the meeting held May 7, 2012.
2. Proposed Resolution to Levy Special Assessments Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk for:
  - a) Property Maintenance Reinspection Fees - \$7,752.00
  - b) Boarding and Securing - \$1,164.48
  - c) Trash & Debris Removal - \$275.00
  - d) Graffiti Removal (Miscellaneous Assessment) - \$420.00
  - e) Grass and Weed Cutting - \$10,061.76
  - f) Trash & Debris Removal (Health Dept.) - \$1,912.80
3. Proposed Resolution to Amend the City of Kenosha Capital Improvement Program for 2010 By Decreasing PK93-008 "Anderson Pool" by \$24,000 and PK03-001 "Park Renovations" by \$30,000 and Increasing PK10-002 "Lakefront Water Feature" by \$54,000 for a Net Change of \$0. (Park Comm. - Ayes:5; Noes:0)
4. Approval of Short Sale Offer for 6739 17th Avenue – TID Loan (District #12).
5. Approval of Short Sale Offer for 6917 18th Avenue – TID Loan (District #12).
6. Change Order for Project 11-1211 Windstorm Damage Sidewalk & Curb/Gutter Program (Citywide Locations) (All Districts). (PW – Recommendation Pending)
7. Disbursement Record #8 - \$5,184,321.70.
8. Settlement and Release Agreement between Cities and Villages Mutual Insurance Company, the City of Kenosha, and the Redevelopment Authority of the City of Kenosha relating to the Bear Development, LLC litigation.
9. Informational Item – Dredging Project.
10. Consider the Proposed Settlement Agreement and Mutual Release regarding City of Kenosha et al vs. Marianne T. Zeihen Circuit Court Case No. 11-CV-2878 and State of Wisconsin vs. Marianne T. Zeihen Case No. 09-CF-1380. **CLOSED SESSION: The Finance Comittee may go into Closed Session regarding this item, pursuant to §19.85(1)(g) to confer with legal counsel regarding the status of the pending claim and legal effect of the proposed settlement.**
11. Approve Agreement By And Between the City and Gateway Technical College Regarding Transfer of Equipment and Fire Service Training. (PSW - Ayes 5: Noes 0) Hard copy in mailbox

**CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING  
*NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.*

**Finance Committee  
Minutes of Meeting Held Monday, May 7, 2012\***

A meeting of the Finance Committee held on Monday, May 7, 2012 in Room 204 at the Kenosha Municipal Building was called to order at 5:30 pm by Chairman Prozanski.

At roll call, the following members were present: Alderpersons Ohnstad, Bogdala, LaMacchia, Rosenberg and Wilson.

Staff present were: Frank Pacetti, City Administrator; Carol Stancato, Director of Finance; John Morrissey, Chief of Police; Mike Lemens, Director of Public Works; Jeff Labahn, Director of Community Development & Inspections; William Richardson, Assistant City Attorney; Zohrab Khaligian, Community Development Specialist; Daniel Santelli, Deputy Fire Chief; Jeff Warnock, Park Superintendent; Cathy Honeyager, Assistant City Engineer.

1. Approval of the minutes of the meeting held April 16, 2012. **It was moved by Alderperson Rosenberg, seconded by Alderperson LaMacchia, to approve the minutes of the regular meeting held April 16, 2012. Motion carried unanimously.**
2. Proposed Resolution to Amend the City of Kenosha Capital Improvement Program for 2012 and 2013 by Moving 2013 Authorization to 2012 for Line PK09-001 "Kenosha Harbor & Southport Marina Dredging" for a Net Change of \$0. (Also referred to PW Committee) PUBLIC HEARING: Frank Pacetti, City Administrator and Carol Stancato, Director of Finance, spoke. Alderperson Bogdala requested detailed information by the next meeting: explanation for the delay, a time line of events and estimated costs for the long term. Chairman Prozanski passed the gavel and requested information by the next meeting regarding a time line for start and completion dates. **It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
3. Proposed Resolution to Levy a Special Assessment (under Authority of Charter Ordinance No. 26, as Amended), upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the total Amount of \$2,886.40, per list on file in the office of the City Clerk (trash and debris removal). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
4. Agreement by and between the City of Kenosha, Wisconsin, and Michelle Volkmar and Realtors of Kenosha, LLC, d/b/a Re/Max Elite. PUBLIC HEARING: Zohrab Khaligian, Community Development Specialist, spoke and distributed to the Committee a "bid proposal fee submission" information sheet from Michelle Volkmar. William Richardson, Assistant City Attorney, spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve. Motion carried (ayes: 5; noes: 1) with Alderperson Bogdala voting no.**
5. KABA First Quarter RLF Report. PUBLIC HEARING: Richard Rodenbeck, KABA Director of Business Finance, and Todd Battle, President, spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad, to receive and file. Motion carried unanimously.**
6. 2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Intergovernmental Agreement by and between the City and the County of Kenosha. (PSW-Ayes:5; Noes:0) PUBLIC HEARING: Chief Morrissey spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to approve. Motion carried unanimously.**
7. Disbursement Record #7 - \$11,123,571.57. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
8. Informational Item: Approve Task Orders for Professional Services by SAA Design Group, Inc., for Poerio Park Pond Infill Development and Allocate Funding from CIP. (District 1) (Park Commission-Ayes:3; Noes:2) PUBLIC HEARING: Carol Stancato, Director of Finance, and Cathy Honeyager, Assistant City Engineer, spoke.

**There being no further business to come before the Finance Committee, it was moved, seconded, and unanimously carried to adjourn at 6:50 pm.**

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, May 21, 2012.

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

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special assessments for reinspection fees during 2012, in the total amount of **\$7,752.00**, 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 \_\_\_\_\_, 2012

Approved:

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

Attest:

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

Drafted by:  
Department of Community Development and Inspections

/saz

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**Parcel #:01-122-01-178-021****6322 24TH AVE****Owner of Record**FINE PROPERTIES LLC  
12403 85TH AVE  
PLEASANT PRAIRIE, WI 53158Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:01-122-01-208-017****6116 30TH AVE****Owner of Record**NLB HOLDINGS LLC  
PO BOX 34  
FRANKSVILLE, WI 53126-0034Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:02-122-02-452-005****7201 45TH AVE****Owner of Record**TOBIN R BOYLE  
7201 45TH AVE  
KENOSHA, WI 53142-1729Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:04-122-12-238-008****7733 35TH AVE****Owner of Record**NANCY A NICHI  
7733 35TH AVE  
KENOSHA, WI 53142-4633Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:04-122-14-152-020****8724 45TH AVE****Owner of Record**RICK A NELSEN  
8724 45TH AVE  
KENOSHA, WI 53142-2437Admin. Fee  
100.00Charge  
360.00Total  
460.00

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**Parcel #:05-123-06-153-006****6411 12ND AVE****Owner of Record**TREVOR CAREY  
ROBERT NOWAK  
24711 89TH ST  
SALEM, WI 53168Admin. Fee  
100.00Charge  
180.00Total  
280.00

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**Parcel #:05-123-06-226-013****1819 60TH ST****Owner of Record**  
NLB HOLDINGS LLC  
PO BOX 34  
FRANKSVILLE, WI 53126

Admin. Fee	Charge	Total
100.00	360.00	460.00

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**Parcel #:05-123-06-232-007****1917 61ST ST****Owner of Record**  
NLB HOLDINGS LLC  
PO BOX 34  
FRANKSVILLE, WI 53126-0034

Admin. Fee	Charge	Total
100.00	360.00	460.00

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**Parcel #:05-123-06-260-036****6516 18TH AVE****Owner of Record**  
FRANK F & SANDRA J LUDOWISE  
6516 18TH AVE  
KENOSHA, WI 53143-4954

Admin. Fee	Charge	Total
100.00	180.00	280.00

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**Parcel #:05-123-06-304-010****1618 68TH ST****Owner of Record**  
DAWN E BELL  
1618 68TH ST  
KENOSHA, WI 53143-4939

Admin. Fee	Charge	Total
100.00	360.00	460.00

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**Parcel #:05-123-06-312-017****7008 13RD AVE****Owner of Record**  
LANDREE FAMILY TRUST  
1541 17TH AVE  
KENOSHA, WI 53140-1520

Admin. Fee	Charge	Total
100.00	90.00	190.00

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**Parcel #:05-123-06-312-018****7006 13RD AVE****Owner of Record**  
LANDREE FAMILY TRUST  
1541 17TH AVE  
KENOSHA, WI 53140-1520

Admin. Fee	Charge	Total
100.00	90.00	190.00

**Parcel #:06-123-07-280-022****7820 17TH AVE****Owner of Record**BOA PROPERTIES LLC  
C/O DONALD NUDI  
PO BOX 584  
KENOSHA, WI 53141-0584**Admin. Fee**

100.00

**Charge**

90.00

**Total**

190.00

**Parcel #:06-123-07-280-022****7820 17TH AVE****Owner of Record**BOA PROPERTIES LLC  
C/O DONALD NUDI  
PO BOX 584  
KENOSHA, WI 53141-0584**Admin. Fee**

100.00

**Charge**

72.00

**Total**

172.00

**Parcel #:06-123-07-306-012****1410 83RD ST****Owner of Record**BRENDA M MACHAK  
1410 83RD ST  
KENOSHA, WI 53143-6315**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

**Parcel #:06-123-18-426-016****8867 SHERIDAN RD****Owner of Record**NMTS LLC  
2929 75TH ST  
KENOSHA, WI 53143**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

**Parcel #:07-222-19-301-035****11809 BURLINGTON RD****Owner of Record**SAI RAM REAL ESTATE MANAGEMENT  
3640 PILGRIM RD  
BROOKFIELD, 53005**Admin. Fee**

100.00

**Charge**

90.00

**Total**

190.00

**Parcel #:09-222-36-382-002****5807 32ND AVE****Owner of Record**SCOTT GRUNDY  
10591 48TH AVE  
PLEASANT PRAIRIE, WI 53158**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

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**Parcel #:11-223-30-327-017****3800 19TH AVE****Owner of Record**NABIL #1 LLC  
3402 60TH ST  
KENOSHA, WI 53144-4144**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

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**Parcel #:11-223-30-451-014****706 43RD ST****Owner of Record**PROVISION PROPERTIES LLC  
706 43RD ST  
KENOSHA, WI 53140**Admin. Fee**

100.00

**Charge**

180.00

**Total**

280.00

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**Parcel #:11-223-30-451-014****706 43RD ST****Owner of Record**PROVISION PROPERTIES LLC  
706 43RD ST  
KENOSHA, WI 53140**Admin. Fee**

100.00

**Charge**

360.00

**Total**

460.00

**RESOLUTION TOTAL****7,752.00**

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

**BY: FINANCE COMMITTEE**

**To Specially Assess Certain Parcels of Property  
for Boarding and Securing**

BE IT RESOLVED, that special assessments for boarding and securing during 2012, in the total amount of **\$1,164.48**, 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 \_\_\_\_\_, 2012

Approved:

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

Attest:

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

Drafted by:  
Department of Community Development and Inspections

/saz

**Parcel #:05-123-06-132-004****6203 12ND AVE****Owner of Record**MARK & CINDY PETERSON  
115 N 71ST ST  
MILWAUKEE, WI 53213

Admin. Fee

100.00

Charge

180.00

Total

280.00

**Parcel #:05-123-06-311-014****1412 71ST ST****Owner of Record**WILLIAM K RUDY  
1412 71ST ST  
KENOSHA, WI 53143-5354

Admin. Fee

100.00

Charge

188.12

Total

288.12

**Parcel #:05-123-06-355-021****1818 75TH ST****Owner of Record**JOHN & LORRAINE SPERANDEO  
1818 75TH ST  
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

144.24

Total

244.24

**Parcel #:11-223-30-288-010****3608 14TH AVE****Owner of Record**PATRICK LAWLOR  
3608 14TH AVE  
KENOSHA, WI 53140-5404

Admin. Fee

100.00

Charge

72.12

Total

172.12

**Parcel #:12-223-31-384-027****1420 60TH ST****Owner of Record**NEAL GARTNER  
1420 60TH ST  
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

80.00

Total

180.00

**RESOLUTION TOTAL****1,164.48**

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

**BY: FINANCE COMMITTEE**

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

BE IT RESOLVED, that special assessments for trash and debris removal during 2012, in the total amount of \$275.00, 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 \_\_\_\_\_, 2012

Approved:

\_\_\_\_\_, Mayor  
Keith Bosman

Attest:

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

Drafted by:  
Department of Community Development & Inspections

/saz

**Parcel #:12-223-31-229-017**

**4711 22ND AVE**

**Owner of Record**

ELETICIA BARKER

3516 64TH ST  
KENOSHA, WI 53142

Admin. Fee

100.00

Charge

Total

275.00

**RESOLUTION TOTAL**

**275.00**

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

**BY: FINANCE COMMITTEE**

**To Specially Assess Certain Parcel(s) of Property for Graffiti Removal  
(Miscellaneous Assessment)**

BE IT RESOLVED, that special assessments for graffiti removal during 2012, in the total amount of **\$420.00**, be levied against the parcel(s) 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 \_\_\_\_\_, 2012

Approved:

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

Attest:

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

Drafted by:  
Department of Community Development and Inspections

/saz

**Parcel #:05-123-06-307-010**

**1504 69TH ST**

**Owner of Record**

TAMMIE STEELE  
1504 69TH ST  
KENOSHA, WI 53143-5347

**Admin. Fee**

100.00

**Charge**

110.00

**Total**

210.00

**Parcel #:05-123-06-307-012**

**1424 69TH ST**

**Owner of Record**

TSE INVESTMENTS LLC  
2612 NORTH 1ST ST  
MILWAUKEE, WI 53212

**Admin. Fee**

100.00

**Charge**

110.00

**Total**

210.00

**RESOLUTION TOTAL**

**420.00**

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

**BY: FINANCE COMMITTEE**

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

BE IT RESOLVED, that special assessments for weed/grass cutting during 2011, in the total amount of **\$10,061.76** , 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 \_\_\_\_\_, 2012

Approved:

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

Attest:

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

Drafted by:  
Department of Community Development and Inspections

/saz

**Parcel #:01-122-01-283-020****6408 30TH AVE****Owner of Record**RYAN GATTI  
4220 6TH ST  
KENOSHA, WI 53144**Admin. Fee**

100.00

**Charge**

126.32

**Total**

226.32

**Parcel #:01-122-01-426-021****6820 26TH AVE****Owner of Record**MARCUS S & SHIELA M WILLIAMSON  
6820 26TH AVE  
KENOSHA, WI 53143-4772**Admin. Fee**

100.00

**Charge**

149.32

**Total**

249.32

**Parcel #:03-122-04-235-106****6529 82ND AVE****Owner of Record**RAKESH & GITA PATEL  
4520 W WESTCHESTER LN  
LIBERTYVILLE, IL 60048-4870**Admin. Fee**

100.00

**Charge**

230.40

**Total**

330.40

**Parcel #:04-122-12-405-012****2404 82ND ST****Owner of Record**WILLIAM W & SUSAN M WING  
2404 82ND ST  
KENOSHA, WI 53143-6283**Admin. Fee**

100.00

**Charge**

89.40

**Total**

189.40

**Parcel #:05-123-06-132-004****6203 12ND AVE****Owner of Record**MARK & CINDY PETERSON  
115 N 71ST ST  
MILWAUKEE, WI 53213**Admin. Fee**

100.00

**Charge**

203.84

**Total**

303.84

**Parcel #:05-123-06-180-004****6558 7TH AVE****Owner of Record**RYAN R & ANGELICA L KUMFERMAN  
6558 7TH AVE  
KENOSHA, WI 53143**Admin. Fee**

100.00

**Charge**

418.80

**Total**

518.80

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**Parcel #:05-123-06-231-024****1802 63RD ST****Owner of Record**PEDRO BEASCOCHEA  
1802 63RD ST  
KENOSHA, WI 53143-4452**Admin. Fee**

100.00

**Charge**

273.48

**Total**

373.48

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**Parcel #:05-123-06-307-010****1504 69TH ST****Owner of Record**TAMMIE STEELE  
1504 69TH ST  
KENOSHA, WI 53143-5347**Admin. Fee**

100.00

**Charge**

155.64

**Total**

255.64

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**Parcel #:05-123-06-354-003****2023 74TH ST****Owner of Record**GUILD MORTGAGE COMPANY  
5898 COPLEY DR FL 4  
SAN DIEGO, CA 92111-7916**Admin. Fee**

100.00

**Charge**

107.24

**Total**

207.24

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**Parcel #:05-123-06-386-003****1511 74TH ST****Owner of Record**TIMOTHY E CONNOLLY  
1511 74TH ST  
KENOSHA, WI 53143**Admin. Fee**

100.00

**Charge**

111.52

**Total**

211.52

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**Parcel #:05-123-06-388-021****7422 SHERIDAN RD****Owner of Record**DESMOND B & AMBER PENROSE  
7422 SHERIDAN RD  
KENOSHA, WI 53143**Admin. Fee**

100.00

**Charge**

77.96

**Total**

177.96

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**Parcel #:05-123-06-453-013****7421 SHERIDAN RD****Owner of Record**CHASE HOME FINANCE LLC  
3415 VISION DR  
COLUMBUS, OH 43219**Admin. Fee**

100.00

**Charge**

12.00

**Total**

112.00

**Parcel #:06-123-18-304-017****9000 15TH AVE****Owner of Record**ROBERT L SEAL  
8619-C COOPER RD  
PLEASANT PRAIRIE, WI 53158

Admin. Fee

100.00

Charge

235.12

Total

335.12

**Parcel #:07-222-24-181-012****2211 25TH AVE****Owner of Record**BANK OF AMERICA NA  
800 STATE HIGHWAY 121 BYPASS  
LEWISVILLE, TX 75067

Admin. Fee

100.00

Charge

304.08

Total

404.08

**Parcel #:07-222-25-453-002****4307 30TH AVE****Owner of Record**DAVID E & MICHAEL YOUNG  
11106 82ND ST  
PLEASANT PRAIRIE, WI 53158

Admin. Fee

100.00

Charge

222.80

Total

322.80

**Parcel #:08-222-35-351-015****5210 58TH ST****Owner of Record**LEO F & THYRA SATTLER  
8633 32ND AVE  
KENOSHA, WI 53142-5187

Admin. Fee

100.00

Charge

296.40

Total

396.40

**Parcel #:08-222-35-412-026****5312 40TH AVE****Owner of Record**RYAN M SMITHKEY  
SARAHLYNN LOWRY  
4613 1/2 DURAND AVE  
RACINE, WI 53405

Admin. Fee

100.00

Charge

305.20

Total

405.20

**Parcel #:09-222-36-131-015****4906 29TH AVE****Owner of Record**GARTH DIXON  
PO BOX 337  
PELL LAKE, WI 53157

Admin. Fee

100.00

Charge

206.00

Total

306.00

**Parcel #:09-222-36-329-013****3705 52ND ST****Owner of Record**

RAKHRA WISCONSIN EZ GO STATION  
 9653 N GRANVILLE RD  
 MEQUON, WI 53092

Admin. Fee

100.00

Charge

261.20

Total

361.20

**Parcel #:09-222-36-382-010****3124 60TH ST****Owner of Record**

JOHN H & VIRGINIA M LARSON  
 8633 32ND AVE  
 KENOSHA, WI 53142-5187

Admin. Fee

100.00

Charge

133.40

Total

233.40

**Parcel #:10-223-19-201-025****1424 19TH ST****Owner of Record**

BARBARA A MATTHEWS  
 1424 19TH ST  
 KENOSHA, WI 53140-4701

Admin. Fee

100.00

Charge

221.04

Total

321.04

**Parcel #:10-223-19-256-013****2125 22ND ST****Owner of Record**

NATIONWIDE ADVANTAGE MORTGAGE  
 1100 LOCUST ST, DEPT 2009  
 DES MOINES, IA 50391

Admin. Fee

100.00

Charge

95.00

Total

195.00

**Parcel #:10-223-19-278-006****1933 18TH AVE****Owner of Record**

CHRISTINA L WINTERMOTE  
 1933 18TH AVE  
 KENOSHA, WI 53140-4717

Admin. Fee

100.00

Charge

251.08

Total

351.08

**Parcel #:11-223-30-229-011****2108 33RD ST****Owner of Record**

CARL Y & LINDA HOLMQUIST  
 2108 33RD ST  
 KENOSHA, WI 53140-5222

Admin. Fee

100.00

Charge

67.20

Total

167.20

**Parcel #:11-223-30-429-009****3833 11ST AVE****Owner of Record**LUCIA CALZADA  
3833 11TH AVE  
KENOSHA, WI 53140-5550

Admin. Fee

100.00

Charge

302.20

Total

402.20

**Parcel #:11-223-30-431-003****4010 11ST AVE****Owner of Record**RYAN P O'DAY  
JAMIE L CLEVELAND  
2500 SPYGLASS CT  
EDWARDSVILLE, IL 62025

Admin. Fee

100.00

Charge

50.44

Total

150.44

**Parcel #:11-223-30-481-011****4308 6TH AVE****Owner of Record**MARK R YUNKER  
4308 6TH AVE  
KENOSHA, WI 53140-2932

Admin. Fee

100.00

Charge

166.92

Total

266.92

**Parcel #:12-223-31-229-017****4711 22ND AVE****Owner of Record**ELETICIA BARKER  
3516 64TH ST  
KENOSHA, WI 53142

Admin. Fee

100.00

Charge

154.48

Total

254.48

**Parcel #:12-223-31-231-008****4901 22ND AVE****Owner of Record**FBENTC PROPERTIES LLC  
4901 22ND AVE  
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

133.24

Total

233.24

**Parcel #:12-223-31-255-010****2114 52ND ST****Owner of Record**KOSTANDO GOCHIS  
3322 16TH ST  
KENOSHA, WI 53144

Admin. Fee

100.00

Charge

250.00

Total

350.00

---

**Parcel #:12-223-31-384-027****1420 60TH ST****Owner of Record**NEAL GARTNER  
1420 60TH ST  
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

53.60

Total

153.60

---

**Parcel #:12-223-31-466-001****5706 8TH AVE****Owner of Record**ANDREA Z CHRISTENSEN  
5607 13TH AVE  
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

636.40

Total

736.40

---

**Parcel #:12-223-31-487-003****5821 5TH AVE****Owner of Record**FRANK L WELLS COMPANY  
5821 05TH AVE  
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

161.92

Total

261.92

---

**Parcel #:12-223-32-352-006****5825 4TH AVE****Owner of Record**FRANK L WELLS CO  
5825 4TH AVE  
KENOSHA, WI 53140

Admin. Fee

100.00

Charge

198.12

Total

298.12

**RESOLUTION TOTAL****10,061.76**

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

**BY: COMMITTEE ON FINANCE**

**To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin**

**WHEREAS**, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Health Department of the County of Kenosha, pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, of the City of Kenosha, Wisconsin; and,

**WHEREAS**, pursuant to Subsection G., Charter Ordinance No. 26, as amended, the cost of abatement, including the cost of service, mailing and publication, and a Seventy-five (\$75.00) Dollar Administrative Fee, is to be specially assessed against the real estate upon which such debris and trash were located; and,

**WHEREAS**, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by report from the Health Department dated May 8, 2012, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of \$1,912.80 are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

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

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



# COUNTY OF KENOSHA

John T. Jansen, Director  
Department of Human Services

Cynthia Johnson, Director, Health Officer  
Division of Health Services  
Job Center / Human Services Building  
8600 Sheridan Road, Suite 600  
Kenosha, WI 53143-6515  
Phone (262) 605-6700  
Fax: (262) 605-6715

DATE: 5/8/2012

MAY 11 2012

TO: Edward R. Antaramian, City Attorney

FROM: Mark Melotik, Environmental Manager

*Mark Z. Melotik 5/10/12*

RE: Request of special assessments for the following properties, as per Charter Ordinance  
Number 26 - City of Kenosha

---

1.) **3502 67th St** PARCEL # 01-122-01-257-004

**OWNER OF RECORD:**

Louis & Joann Johnson  
2518 Coolidge Av  
Racine WI 53403

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 295.00  
Certified Mail  
Newspaper Posting  
**TOTAL: 370.00**

Cleanup Date: 4/2/2012

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2.) **7844 7th Av** PARCEL # 06-123-07-151-010

**OWNER OF RECORD:**

Susanne Randolph  
7844 7th Av  
Kenosha WI 53143

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 155.00  
Certified Mail  
Newspaper Posting  
**TOTAL: 230.00**

Cleanup Date: 4/23/2012

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3.) **2019 61st St** PARCEL # 05-123-06-229-004

**OWNER OF RECORD:**

Ronnie Timms  
4705 17th Av  
Kenosha WI 53140

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 195.00  
Certified Mail 6.40  
Newspaper Posting  
**TOTAL: 276.40**

Cleanup Date: 4/23/2012

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4.) **6403 22nd Av** PARCEL # 05-123-06-255-005

**OWNER OF RECORD:**

Bank of America  
4161 Piedmont Parkway  
Greensboro NC 27410

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 325.00  
Certified Mail 6.40  
Newspaper Posting  
**TOTAL: 406.40**

Cleanup Date: 4/23/2012

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5.) **4900 7th Av** PARCEL # 12-223-31-151-001

**OWNER OF RECORD:**

Apostolic Assemble of Faith  
1642 17th Ave  
Kenosha WI 53140

Cleanup Date: 4/30/2012

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 155.00  
Certified Mail  
Newspaper Posting

**TOTAL:** 230.00

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6.) **2404 82nd St** PARCEL # 04-122-12-405-012

**OWNER OF RECORD:**

William & Susan Wing  
2404 82nd St  
Kenosha WI 53143

Cleanup Date: 4/30/2012

**ASSESSMENT:**

Administrative Fee 75.00  
Clean up 325.00  
Certified Mail  
Newspaper Posting

**TOTAL:** 400.00

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<b>CHARTER 26 TOTAL</b>	<b>\$ 1,912.80</b>
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**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**  
**Michael M. Lemens, P.E., Director**

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

May 11, 2012

To: Michael Orth, Chairman  
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Subject: *CIP Amendment – Lake Front Water Feature*

**BACKGROUND INFORMATION**

Staff has requested proposals from two firms to provide a professional services agreement for inspection services for the Lakefront Water Feature. Due to the current workload on available staff we will be unable to meet the requirements of inspection documentation needed to successfully manage the construction. A CIP line item amendment will be required for this expense. Also, included in the CIP line item amendment will be sufficient funding for a modest contingency for unforeseen conditions. This project was donated to the City therefore, as built plans were not provided.

**RECOMMENDATION**

Approve the CIP Amendment and authorize the Director to execute a professional service agreement for inspection services.

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

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2010  
By Decreasing PK93-008 "Anderson Pool" by \$24,000 and PK03-001 "Park Renovations" by \$30,000 and Increasing PK10-002 "Lakefront Water Feature" by \$54,000 for a Net Change of \$0

WHEREAS, the city has contracted for required Dept. of Commerce and Dept. of Health modifications to the current Beaver Pond; and

WHEREAS, additional outside inspections will be needed during the modifications; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Park Commission on May 14, 2012 and the Finance Committee on May 21, 2012;

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that the Capital Improvement Program be, and hereby is amended as follows:

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK93-008	Anderson Pool	75,583	(24,000)	51,583
PK03-001	Park Revovations	30,000	(30,000)	-0-
PK10-002	Lakefront Water Feature	20,071	54,000	74,071

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2012

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
DEBRA SALAS, CITY CLERK/TREASURER

(RES12/cipPK10.002.5.10.12)

·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### MEMO

**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance committee

**FROM:** Mike Maki, AICP, Community Development Specialist *MM*

**RE:** Request for Approval of Short Sale Offer for 6739 17<sup>th</sup> Avenue (TID Loan)

**DATE:** May 15, 2012

Attached is information relating to a request for the City of Kenosha to approve a short sale offer of \$40,000.00 for 6739 17<sup>th</sup> Avenue. The owner of the property is now deceased and was a recipient of a TID Loan with a present balance of \$18,641.00. The first mortgage has a payoff balance of \$42,365.71.

There are insufficient funds left from the proceeds of the sale to pay off the TID Loan. The owner's daughter is coordinating the sale of the property through Landmark Title and is offering to pay \$2,500.00 towards the TID Loan Balance. The balance of \$16,141.00 would have to be written off by AMCCU.

Additional information follows:

- Offer of \$40,000.00 to purchase property
- First mortgage payoff balance of \$42,365.71
- Assessed Value of \$64,400.00
- Appraisal Value of property is \$45,000.00
- Brokers Price Opinion (BPO) of property is \$49,000.00
- Proposal to pay \$2,500.00 to satisfy TID Loan balance

MM:llb  
Attachment

Zimbra

mmaki@kenosha.org

± Font size ±

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**FW: Estate of Stevo Arezina Sr**

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**From :** Kacie S. Robertus <KSRobert@amccu.org>  
**Subject :** FW: Estate of Stevo Arezina Sr  
**To :** Mike Maki <mmaki@kenosha.org>

Thu, May 17, 2012 10:29 AM

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**From:** Ana [mailto:ana2\_11@yahoo.com]  
**Sent:** Thursday, May 17, 2012 10:36 AM  
**To:** Kacie S. Robertus  
**Subject:** Estate of Stevo Arezina Sr

Hi Kacie,  
As personal representative for the Estate of Stevo Arezina Sr on behalf of the estate I agree to pay \$2500 to satisfy the lien on the property at 6739 17th Ave.

Regards,  
Ana Wismer  
Personal Representative for the Stevo Arezina Estate.

---

1/1

**ORIGINAL**

State Bar of Wisconsin

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 \_\_\_\_\_ by (Buyer/Seller) **STRIKE ONE**

1 The Offer to Purchase dated 4-24-2012 and signed by Buyer Kem A. Vogt, Sr. and Carla J. Vogt  
2 for purchase of real estate at 6739-17th Avenue, Kenosha, WI  
3 is rejected and the following Counter-Offer is hereby made. **All terms and conditions remain the same as stated in the**  
4 **Offer to Purchase except the following: [CAUTION: This Counter-Offer does not include the terms or conditions in**  
5 **any other Counter-Offer unless incorporated by reference.]**  
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26 Seller's acceptance is conditioned upon AMCCU and TCF National Bank accepting a short sale payoff acceptable to seller.

30 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
31 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
32 making the Counter-Offer on or before \_\_\_\_\_ (Time is of the  
33 Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless  
34 otherwise provided in this Counter-Offer.

35 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as**  
36 **provided at lines 31 to 34.**

37 This Counter-Offer was drafted by Atty. Nathaniel S. Lepp on April 26, 2012

38 \_\_\_\_\_ Licensee and Firm ▲ Date ▲  
39 Ana Wismer 4/26/12  
40 Signature of Party Making Counter-Offer ▲ Date ▲  
41 Print name▶

42 \_\_\_\_\_  
43 Kem A Vogt Sr 4-26-12  
44 Signature of Party Accepting Counter-Offer ▲ Date ▲  
44 Print name▶ KEM A VOGT SR

42 \_\_\_\_\_  
43 Carla J. Vogt 4-26-12  
44 Signature of Party Accepting Counter-Offer ▲ Date ▲  
44 Print name▶ Carla J. Vogt

45 This Counter-Offer was presented by \_\_\_\_\_ on \_\_\_\_\_  
46 \_\_\_\_\_ Licensee and Firm ▲ Date ▲

47 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_ (Party's Initials) \_\_\_\_\_

48 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**  
49 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer**  
50 **by specifying the number of the provision or the lines containing the provision. In transactions involving more than**  
51 **one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

52 **NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.**

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON 4-24-2012 [DATE] IS  
2 AGENT OF SELLER/LISTING BROKER

3 **GENERAL PROVISIONS** The Buyer, Kem A. Vogt Sr. and Carla J. Vogt,  
4 offers to purchase the Property known as [Street Address] 6739 17<sup>th</sup> Avenue  
5 in the city

6 of Kenosha, County of Kenosha, Wisconsin, (Insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ **PURCHASE PRICE:** forty thousand  
9 Dollars (\$40,000.00).

10 ■ **EARNEST MONEY** of \$0 accompanies this Offer and earnest money of \$0  
11 will be mailed, or commercially or personally delivered within 0 days of acceptance to listing broker or  
12 0.

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: none

16  
17 ■ **NOT INCLUDED IN PURCHASE PRICE:** none  
18

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented**  
20 **and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
22 **included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
24 copies of the Offer.

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before 4-28-2012. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.

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

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

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

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

38 Seller's recipient for delivery (optional):

39 Buyer's recipient for delivery (optional):

40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (658) 8499 Buyer: ( )

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller:

48 Delivery address for Buyer:

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): nlepp@execpc.com

54 E-Mail address for Buyer (optional):

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

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

- 62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or  
63 written notice physically in the Party's possession, regardless of the method of delivery.
- 64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are  
65 defined to include:
- 66 a. Defects in the roof.
  - 67 b. Defects in the electrical system.
  - 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
69 the sale.
  - 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
  - 71 e. Defects in the well, including unsafe well water.
  - 72 f. Property is served by a joint well.
  - 73 g. Defects in the septic system or other sanitary disposal system.
  - 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
77 tanks.)
  - 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
  - 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
  - 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
  - 81 l. Defects in the structure of the Property.
  - 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
  - 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
  - 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.  
86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
87 **properties built before 1978.**
  - 88 p. Presence of asbestos or asbestos-containing materials on the Property.
  - 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
90 on neighboring properties.
  - 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
92 infestations.
  - 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
94 Property.
  - 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
96 without required permits.
  - 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
  - 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
  - 99 w. Remodeling that may increase Property's assessed value.
  - 100 x. Proposed or pending special assessments.
  - 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
102 assessments against the real property located within the district.
  - 103 z. Proposed construction of a public project that may affect the use of the Property.
  - 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
  - 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
  - 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
  - 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
  - 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
110 Property.
  - 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
113 shoreland conditions, enforceable by the county.
  - 114 gg. Other Defects affecting the Property.
  - 115 (Definitions Continued on page 4)

Property Address:

Page 3 of 9, WB-11

116 **CLOSING** This transaction is to be closed no later than May 25, 2012  
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association  
120 assessments, fuel and none.

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
126 APPLIES IF NO BOX IS CHECKED)

127  Current assessment times current mill rate (current means as of the date of closing)

128  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130

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

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

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
142 lease(s), if any, are no leases

143 . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction is exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, Buyer ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure ... the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale ..., to the prospective Buyer of the property a completed copy of the report ... A prospective Buyer who does  
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of  
155 sale ... by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
163 buyer waives receipt of the Real Estate Condition Report and accepts the premises in an as is condition.

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES**

166

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173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric  
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached  
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached  
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-  
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

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

Property Address:

Page 5 of 9, WB-11

216 IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

217  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

218 [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
 219 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
 220 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than  
 221 \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
 222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
 223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
 224 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed  
 225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and  
 226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 OR 229.**

228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
 230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
 231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
 232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
 234 165-172 or 435-442 or in an addendum attached per line 434.

235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
 236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
 237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
 238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to  
 239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan  
 240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
 241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
 242 unacceptability.**

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

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

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

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

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

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

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
 273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as

274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
277 researching comparable sales, market conditions and listings, upon inquiry.

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

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

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

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

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

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

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

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

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

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

Property Address:

Page 7 of 9, WB-11

304  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written

307 waiver of the Closing of Buyer's Property Contingency and

308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual

311 Receipt of said notice, this Offer shall be null and void.

312  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer.

All

317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
319 occupancy; (4) date of closing; (5) contingency Deadlines; **[STRIKE AS APPLICABLE]** and all other dates and Deadlines in this  
320 Offer except: none.

321

322 If "Time is of the Essence" applies to a date or

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

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
331 Condition Report and in this Offer, general taxes levied in the year of closing and none

332

333

334

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

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**  
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**  
339 **improvements to Property or a use other than the current use.**

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at  
344 ("Seller's" if neither chosen) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior  
361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by

362 Buyer.

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

Property Address:

Page 9 of 9, WB-11

410  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses

412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of  
414 (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

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

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

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

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

434  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_ none

436  
437  
438  
439  
440  
441  
442

443 This Offer was drafted by [Licensee and Firm] Atty. Nathaniel S. Lepp

444 on 4-24-2012

445 (X) *Kem A Vogt Sr* KEM A VOGT SR  
446 Buyer's Signature ▲ Print Name Here ► Kem A. Vogt, Sr.

Date ▲ 4-24-12

447 (X) *Carla J. Vogt* Carla J Vogt  
448 Buyer's Signature ▲ Print Name Here ► Carla J. Vogt

Date ▲ 4-24-12

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

450 Broker (by)

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

455 (X)  
456 Seller's Signature ▲ Print Name Here ► Ana Wismer, Special Administrator

Date ▲

457 (X)  
458 Seller's Signature ▲ Print Name Here ►

Date ▲

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

460 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

461 This Offer is rejected

462 Seller Initials ▲ Date ▲

This Offer is countered [See attached counter]

Seller Initials ▲ Date ▲

**Kacie S. Robertus**

**From:** Brooks, Sandra L [sbrooks1@tcfbank.com]  
**Sent:** Friday, May 04, 2012 9:52 AM  
**To:** Kacie S. Robertus  
**Cc:** Brooks, Sandra L  
**Subject:** RE: Estate of Stevo Arezina property

Thank you.

I will highlight where my email stated the exact principal balance owed to TCF Bank. Do you also need a payoff?

This is not a formal payoff, but the figures for a 5/28/12 payoff are as follows:

```

S140 POLN  LOAN PAYOFF          05-04 09:49:21  05/04
ASSOC 1  APPL IL  BANK 091  BRANCH 0515  PRODUCT DFLT  VIEW 99  PAGE 1
AREZINA STEVO  LN TYPE 3  EFF DT
PAYOFF BALANCES  CURRENT BALANCES  EFFECTIVE DTE ADJ
TOT PRINCIPAL      42,009.84      42,009.84
TOT INTEREST        355.87        170.20        185.67
TOT DEALER REB         .00         .00         .00
TOT LATE FEES         .00         .00
TOT OTHER CHGS        .00         .00
TOT MISC FEES         .00         .00
TOT ESCROW BAL        .00         .00
TOT EXTN FEES         .00         .00
TOT PREPAY PEN        .00         .00         .00
TOT INSURANCE        .00         .00         .00
-----
PAYOFF      42,365.71  TILL  05/28/12  ADJ DAYS  24
ACTIVITY TODAY      .00
-----
TOT CUR PERDIEM          7.73623
P-OFF W/ACT TODAY  42,365.71  ORIGINAL LOAN AMT  43,200.00
THECERT TO COLL ENV CJK
COLLATERAL IS 6739 17TH AVE
    
```

This loan does not have a tax escrow, and the property has delinquent taxes owed which will also need to be paid at closing, in addition to closing costs.. The balance owed to TCF is as follows:

**Principal balance (no tax escrow): \$42,009.84**

Let me know if you have any further questions.

Thanks,

Sandi

**Sandra L Brooks**

[sbrooks1@tcfbank.com](mailto:sbrooks1@tcfbank.com)  
TCF Bank

Phone: 414-351-8647  
Fax: 414-351-8366

Collection Coordinator  
P.O. Box 170995  
500 W Brown Deer Rd.  
Milwaukee, WI 53217

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**From:** Kacie S. Robertus [mailto:KSRobert@amccu.org]  
**Sent:** Friday, May 04, 2012 9:32 AM  
**To:** Brooks, Sandra L  
**Cc:** ana2\_11@yahoo.com  
**Subject:** RE: Estate of Stevo Arezina property

Sandra,

Will you please provide me with a statement showing the balance owed to TCF as well.

I have to submit this to the City to present at the next Council Meeting which is scheduled for May 21st. I need to get all the information to them by early next week as they need their lawyers to review it as well prior to the Council Meeting. I will know if the city has approved the short sale by May 22nd.

Thanks!

\*\*\*\*\*

**Kacie Robertus**  
**MS Coordinator/Loan Officer**  
**AM Community Credit Union**  
**6715 Green Bay Rd.**  
**Kenosha, WI 53142**  
**262-697-3700 x 1030**  
**262-697-3729 (fax)**  
**"Working Hard for Working People"**  
**[www.amccu.org](http://www.amccu.org)**

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# Broker's Price Opinion

## COMPETING LISTINGS

	Subject	Listing 1		Listing 2		Listing 3	
Address	6739 17th Ave	6710 20th Ave Kenosha		6815 31st Ave Kenosha		2717 63rd Street Kenosha	
Proximity To Subject		.2 mile		.75 mile		.5 mile	
Current List Price		\$44,900.00		\$44,000.00		\$40,000.00	
Current List Date		1/31/2012		4/18/2012		11/23/2011	
Original List Price		\$49,000.00		\$44,000.00		\$84,900.00	
Original List Date		1/31/2012		4/18/2012		3/11/2011	
Days on Market:		91		13		417	
Total Room Count	4	6		5		5	
Bedroom Count	2	4		3		3	
Bathroom Count	1	1		1		1	
Gross Living Area	1008	1102		1152		1168	
	Description	Description	Code	Description	Code	Description	Code
Basement:	Full, Unfinished	Full, Unfinished	E	Full, Unfinished	E	Full, Unfinished	E
Below Grad Room Detail:	0	0	E	0	E	0	E
Financing:			U		U		U
Concessions:		REO	E	REO	E	Short Sale	I
Location:	Fair	Fair	E	Fair	E	Fair	E
Lot Size:	unknown	unknown	E	Unknown	E	.12 acre	E
View:	Neighborhood and Lincoln Middle School	Neighborhood	E	Neighborhood	E	Neighborhood	E
Landscaping:	Average	Fair	I	Fair	I	Average	E
Design And Appeal:	Ranch/Good Appeal	Cape Cod/Fair Design	I	Cape Cod/Fair Design	I	Cape Cod/Fair Design	I
Quality of Construction:	Average	Average	E	Average	E	Average	E
Age (in years):	109	100	E	70	S	102	E
Overall Condition:	Average	Fair	I	Fair	I	Fair	I
Heating & Cooling:	Gas Forced Air & Cen Air	Gas Forced Air & Cen Air	E	Gas Forced, No Cen Air	I	Gas Forced Air & Cen Air	E
Garage:	1 Car Detached	1 car Detached	E	2 car detached	S	1 Car Detached	E
Porch, Patio, Deck, Pool, Fence:	Patio and Fenced Yard	Patio	I	Fence	I	Fence	I
Value of Adjustments:		\$5,000.00	I	\$4,000.00	I	\$8,000.00	I
Adjusted Value:		\$49,900.00	E	\$49,000.00	E	\$48,000.00	E

**Competing Listing Comments:** Very few homes have 2 bedrooms, most homes in the area are 3 bedrooms or more. Most homes in the area are older in age and many Cape Cod style homes within a mile radius.

## Broker's Price Opinion

### COMPARABLE PROPERTIES

	Subject	Sale 1		Sale 2		Sale 3	
Address	6739 17th Ave	7711 17th Ave Kenosha		7713 7th Ave Kenosha		1925 75th Street	
Proximity To Subject		.6 mile		.75 mile		.3 mile	
List Price When Sold:		\$39,900.00		\$40,800.00		\$41,200.00	
Sales Price:		\$30,000.00		\$40,000.00		\$41,200.00	
Sales Date:		3/2/2012		1/26/2012		3/29/2012	
Days on Market:		162		162		11	
Total Room Count	4	5		4		4	
Bedroom Count	2	2		2		2	
Bathroom Count	1	1		1		1	
Gross Living Area	1008	1054		1132		952	
	Description	Description	Code	Description	Code	Description	Code
Basement:	Full, Unfinished	Full, Unfinished	E	Full, Unfinished	E	Full, Unfinished	E
Below Grad Room Detail:	0	0	E	0	E	0	E
Financing:		Cash	U	Conventional	U	Cash	U
Concessions:		Short Sale	I	REO	E	REO	E
Location:	Fair	Fair	E	Fair	E	Fair	E
Lot Size:	unknown	.1 acre	E	.17 acre	E	.19 acre	E
View:	Neighborhood and Lincoln Middle School	Neighborhood	E	Neighborhood	E	Neighborhood	E
Landscaping:	Average	Average	E	Good	S	Fair	I
Design And Appeal:	Ranch/Good Appeal	Cape Cod/Fair Design	I	Ranch/Good Appeal	E	Ranch/Good Appeal	E
Quality of Construction:	Average	Average	E	Average	E	Average	E
Age (in years):	109	88	E	93	E	72	S
Overall Condition:	Average	Poor	I	Fair	I	Average	E
Heating & Cooling:	Gas Forced Air & Cen Alr	Gas Forced, No Cen Air	I	Gas Forced Air & Cen Alr	E	Gas Forced, No Cen Air	I
Garage:	1 Car Detached	None	I	1 Car Detached	E	1 Car Detached	E
Porch, Patio, Deck, Pool, Fence:	Patio and Fenced Yard	Fence	I	Patio and Partial Fence	E	None	I
Value of Adjustments:		\$14,000.00	I	\$3,000.00	I	\$4,500.00	I
Adjusted Value:		\$44,000.00	U	\$43,000.00	E	\$45,700.00	E

**Comparable Properties Comments:** There are a lot of solds within a 3 mile radius that are 3 bedrooms, but I was able to find all solds with the same number of bedrooms as subject.

# Broker's Price Opinion

## REPAIR ADDENDUM

Type	Condition	Recommended Repair	Estimated Cost
Exterior Paint	Average	No	
Siding	Average	No	
Exterior Doors	Average	No	
Windows	Good	No	
Garage	Average	No	
Roof	Good	No	
Trash Out	Unknown	No	
Pool	Unknown	No	
Interior Paint	Average	No	
Wall Ceiling	Average	No	
Flooring	Average	No	
Electrical	Good	No	
Kitchen	Good	No	
Bathrooms	Good	No	
HVAC	Good	No	
Basement	Good	No	

**Repair Addendum Comments:** The home is in overall average condition. Within the past 10 years, the home had a fire and was mostly redone on the 1st level. A water stain is present on the Living Room ceiling. The porch and basement have areas of the ceiling that need repair.

# Broker's Price Opinion

## Images :

Original Filename: 6710 20th L1.jpg

Image ID: 29779

Image Title: Listed 1

Image Description:



## Broker's Price Opinion

Original Filename: 6815 31st L2.jpg

Image ID: 29780

Image Title: Listed 2

Image Description:



## Broker's Price Opinion

Original Filename: 2717 63rd L3.jpg

Image ID: 29781

Image Title: Listed 3

Image Description:



## Broker's Price Opinion

Original Filename: 7711 17th  
S1.jpg

Image ID: 29782

Image Title: Sold 1

Image Description:



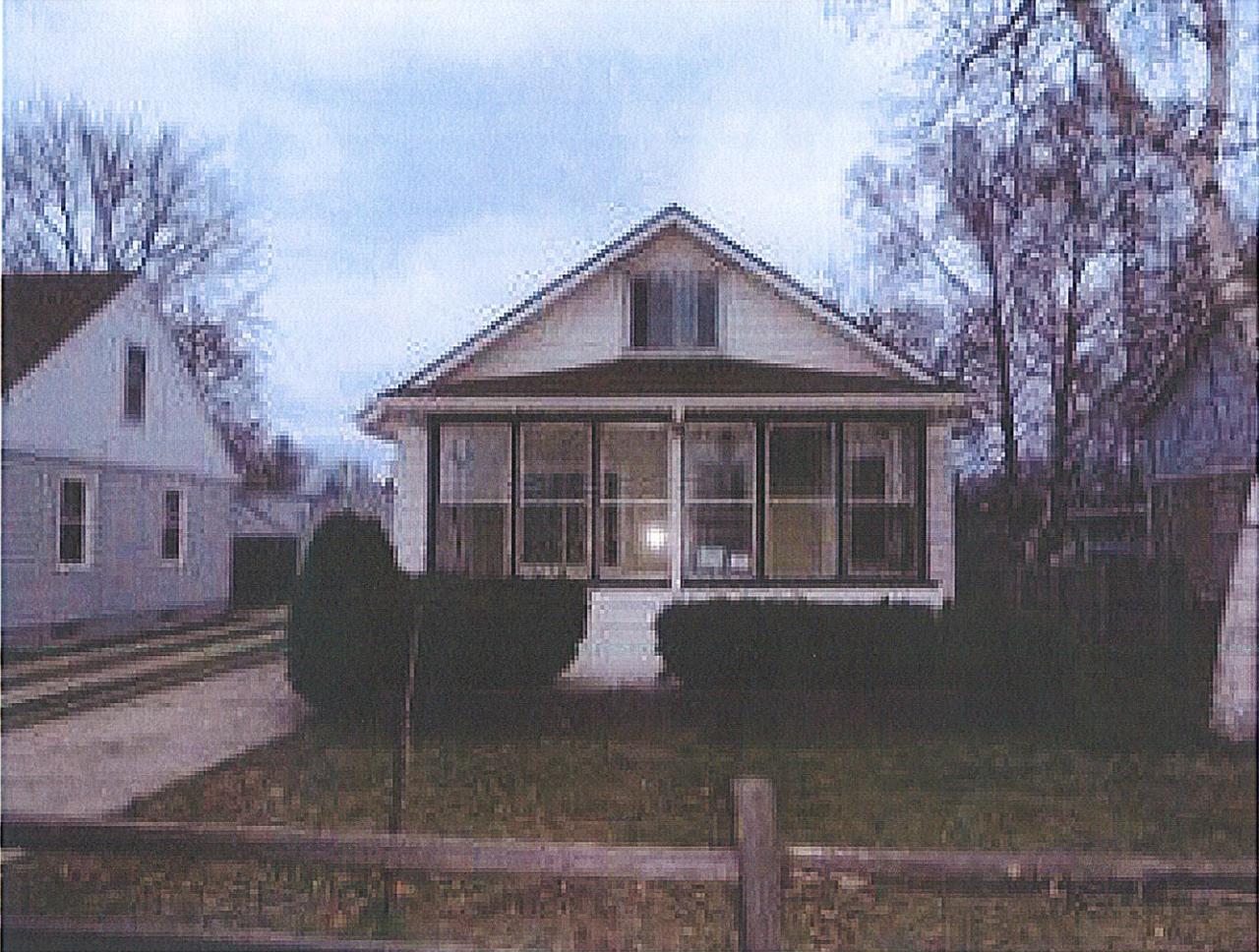
# Broker's Price Opinion

Original Filename: 7713 7th S2.jpg

Image ID: 29783

Image Title: Sold 2

Image Description:



## Broker's Price Opinion

Original Filename: 1925 75th  
S3.jpg

Image ID: 29784

Image Title: Sold 3

Image Description:



## Broker's Price Opinion

Original Filename: Front of Home.jpg

Image ID: 29785

Image Title: Front of Home

Image Description:



## Broker's Price Opinion

Original Filename: Side of Home.jpg

Image ID: 29786

Image Title: Side of Home Photo 1

Image Description:



12 of 33

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# Broker's Price Opinion

Original Filename: Side of Home  
Photo 2.jpg

Image ID: 29787

Image Title: Side of Home  
Photo 2

Image Description:



## Broker's Price Opinion

Original Filename: Back of Home.jpg

Image ID: 29788

Image Title: Back of Home

Image Description:



# Broker's Price Opinion

Original Filename: Yard.jpg

Image ID: 29789

Image Title: Yard

Image Description:



## Broker's Price Opinion

Original Filename: Garage.jpg

Image ID: 29790

Image Title: Garage

Image Description:



16 of 33

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## Broker's Price Opinion

**Original Filename:** View of School  
Accross Street  
Photo 1.jpg

**Image ID:** 29791

**Image Title:** View of School  
Across Street

**Image Description:**



# Broker's Price Opinion

Original Filename: Address  
Verification  
Photo 1.jpg

Image ID: 29792

Image Title: Address  
Verification  
Photo 1

Image Description:



## Broker's Price Opinion

Original Filename: Address  
Verification  
Photo 2.jpg

Image ID: 29793

Image Title: Address  
Verification  
Photo 2

Image Description:



## Broker's Price Opinion

Original Filename: Street Photo.jpg

Image ID: 29794

Image Title: Street Photo

Image Description:



# Broker's Price Opinion

Original Filename: Kitchen.jpg

Image ID: 29795

Image Title: Kitchen

Image Description:



## Broker's Price Opinion

Original Filename: Living Room  
Photo 1.jpg

Image ID: 29796

Image Title: Living Room  
Photo 1

Image Description:



## Broker's Price Opinion

Original Filename: Living Room  
Photo 2.jpg

Image ID: 29797

Image Title: Living Room  
Photo 2

Image Description:



## Broker's Price Opinion

Original Filename: Bedroom 1.jpg

Image ID: 29798

Image Title: Bedroom 1

Image Description:



## Broker's Price Opinion

Original Filename: Bedroom 2.jpg

Image ID: 29799

Image Title: Bedroom 2

Image Description:



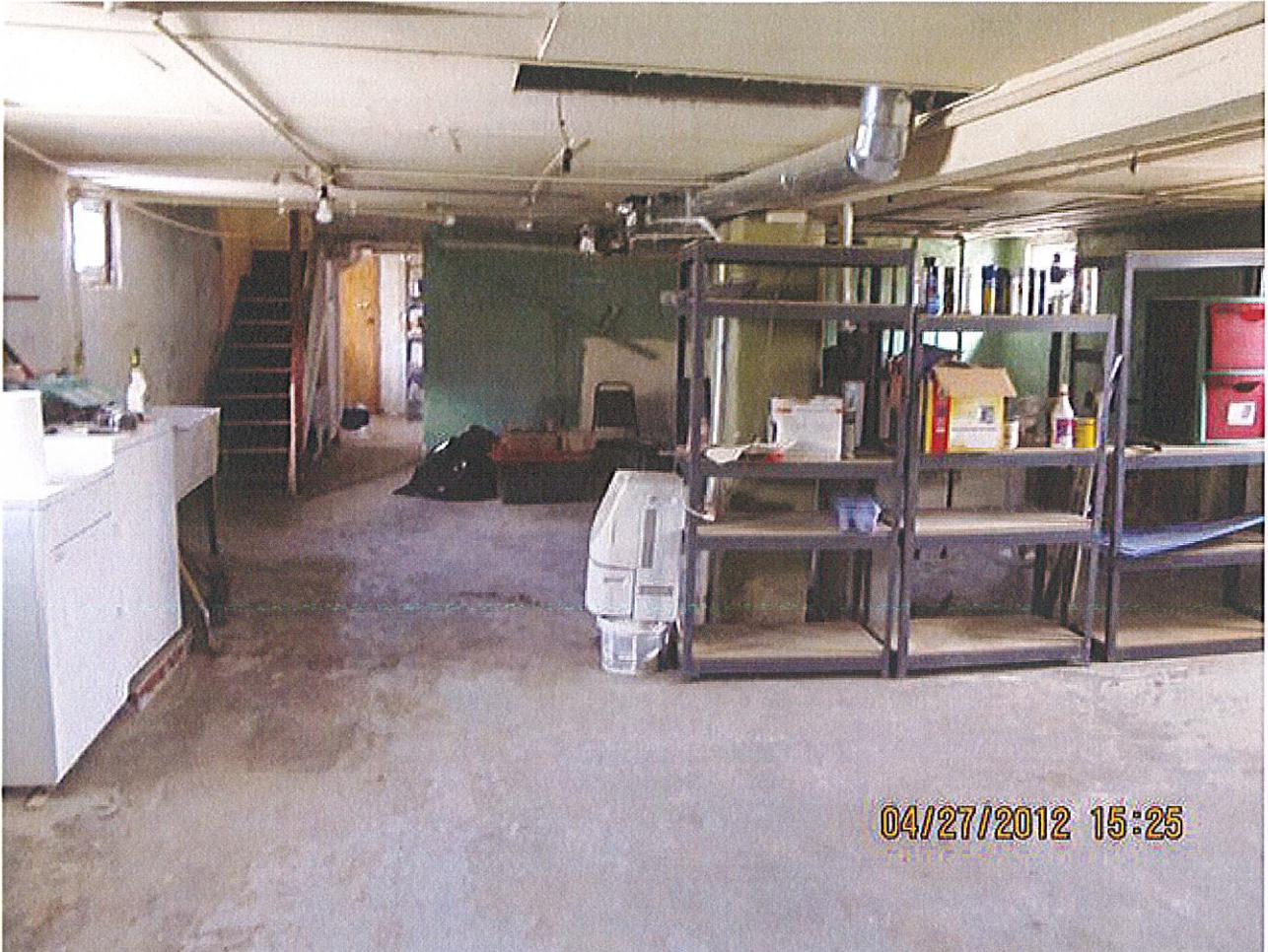
## Broker's Price Opinion

Original Filename: Basement Photo  
1.jpg

Image ID: 29800

Image Title: Basement Photo  
1

Image Description:



# Broker's Price Opinion

Original Filename: Basement Photo  
2.jpg  
Image Title: Basement Photo  
2

Image ID: 29801

Image Description:



## Broker's Price Opinion

Original Filename: Back Porch.jpg

Image ID: 29802

Image Title: Back Porch

Image Description:



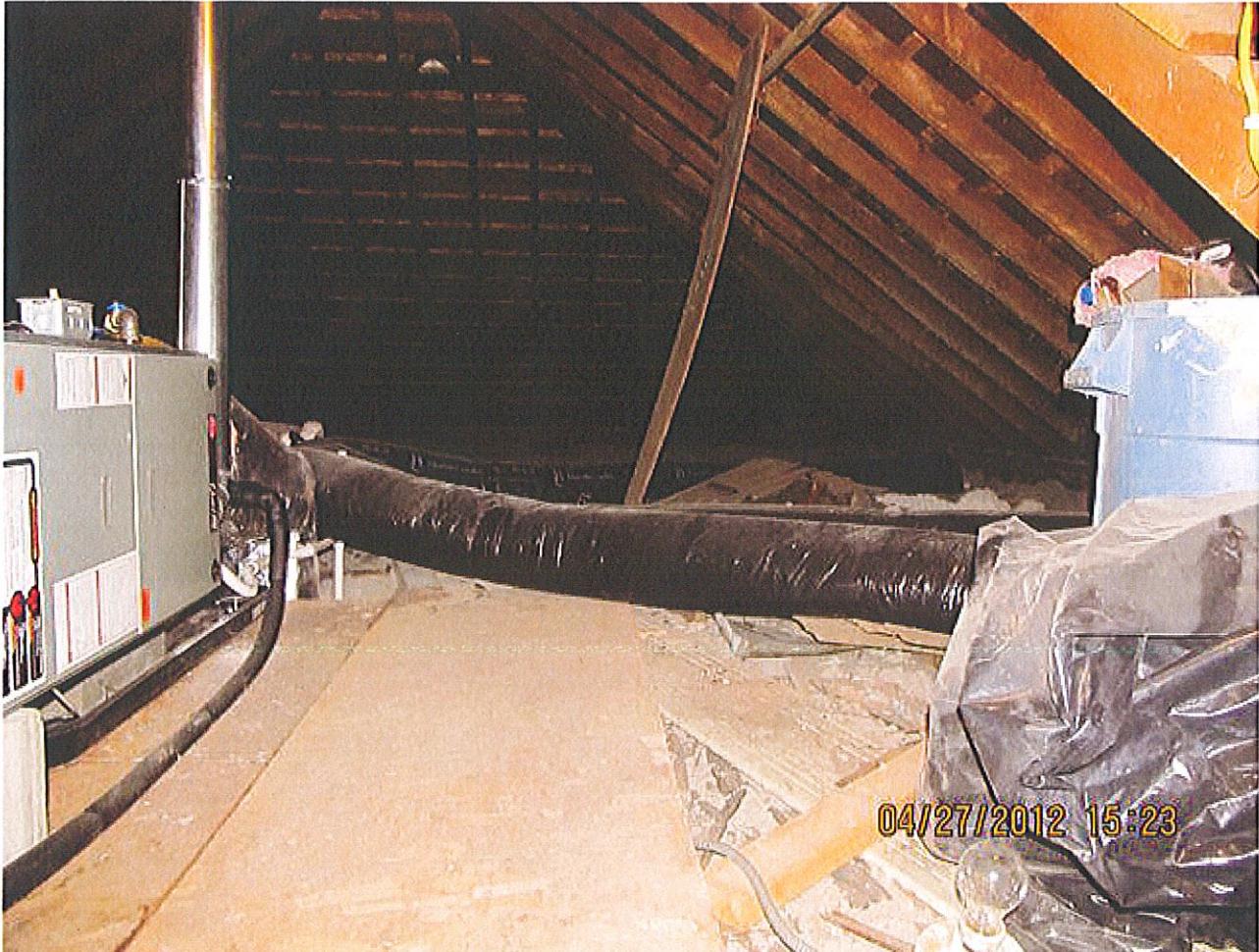
## Broker's Price Opinion

Original Filename: Attic.jpg

Image ID: 29803

Image Title: Attic

Image Description:



# Broker's Price Opinion

**Original Filename:** Water Stain on LR Ceiling.jpg

**Image ID:** 29804

**Image Title:** Water Stain Ceiling in Living Room

**Image Description:**



## Broker's Price Opinion

Original Filename: Corner of  
Basement  
Ceiling Photo  
2 .jpg

Image ID: 29805

Image Title: Basement  
Ceiling Photo 1

Image Description:



## Broker's Price Opinion

Original Filename: Wall in  
Basement.jpg

Image ID: 29807

Image Title: Basement Wall

Image Description:



## Broker's Price Opinion

Original Filename: Ceiling of Back  
Porch.jpg

Image ID: 29808

Image Title: Ceiling of Back  
Porch

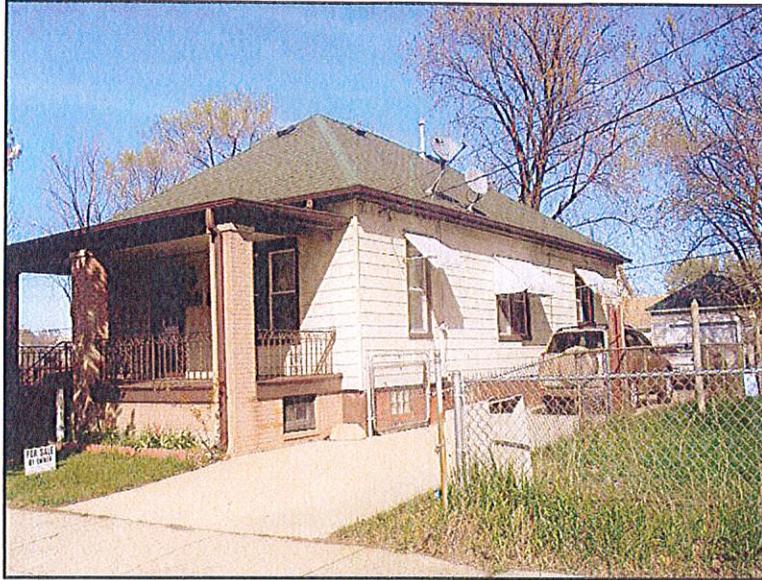
Image Description:



33 of 33

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## APPRAISAL OF REAL PROPERTY



**LOCATED AT**

6739 17th Ave  
Kenosha, WI 53143  
Stevo Arezina Sr.

**FOR**

Ana Wismer  
2112 31st Street  
Kenosha, WI 53140

**OPINION OF VALUE**

45,000

**AS OF**

April 4, 2012

**BY**

Stacey A. Stanich  
Stacey Stanich Appraisal Service, Inc.  
3404 Roosevelt Road  
Kenosha, WI 53142  
(262) 652-7214  
stacey@stanichappraisal.com

# Market Conditions Addendum to the Appraisal Report

File No. 2012168

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address **6739 17th Ave** City **Kenosha** State **WI** ZIP Code **53143**

Borrower **NA**

**Instructions:** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	9	4	13	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	1.50	1.33	4.33	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Comparable Active Listings	22	35	41	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	14.7	26.3	9.5	<input checked="" type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	44,500	36,438	35,000	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Median Comparable Sales Days on Market	24	44	56	<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Increasing
Median Comparable List Price	69,900	59,900	65,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market	32	91	88	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	100%	93.1%	95.2%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Sellers concessions are not common at this time.

Are foreclosure sales (REO sales) a factor in the market?  Yes  No If yes, explain (including the trends in listings and sales of foreclosed properties).

34% of the Active Listings were in a Foreclosure/Short Sale and/or REO situation. 58% of the Sold Listings were under the similar distress

Cite data sources for above information. **MLS**

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The marketing area for the subject consists of the North of 75th Street, East of 22nd Avenue, South of 52nd Street and West of Sheridan Road, single family homes. The analysis for this report occurred on April 5, 2012. The data was collected through the Metro MLS and was analyzed using the MLS Analyzer a separate software program developed by John M. Bryant, Georgia Appraiser. In order to obtain a statically relative sampling the appraiser utilized competing properties not comparable properties. A relative statical sampling needs to have a minium of 30 sales however, at the time of this report there were only 26 sales. The seasonal marketing conditions are the holidays in November and December and the overall winter conditions of Wisconsin.

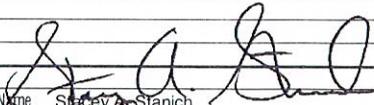
If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab.Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Are foreclosure sales (REO sales) a factor in the project?  Yes  No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

Signature   
 Appraiser Name **Stacey Stanich**  
 Company Name **Stacey Stanich Appraisal Service, Inc.**  
 Company Address **3404 Roosevelt Road, Kenosha, WI 53142**  
 State License/Certification # **849-4** State **WI**  
 Email Address **stacey@stanichappraisal.com**

Signature \_\_\_\_\_  
 Supervisory Appraiser Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 State License/Certification # \_\_\_\_\_ State \_\_\_\_\_  
 Email Address \_\_\_\_\_

# Uniform Residential Appraisal Report

File # 2012168

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 6739 17th Ave City Kenosha State WI Zip Code 53143  
 Borrower NA Owner of Public Record Stevo Arezina Sr. County Kenosha  
 Legal Description See attached addendum  
 Assessor's Parcel # 05-123-06-304-033 Tax Year 2011 R.E. Taxes \$ 1,907.64  
 Neighborhood Name NA Map Reference III 82 Census Tract 0016.00  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ 0.00  PUD HOA \$ 0.00  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) Market Value to Settle an Estate  
 Lender/Client Ana Wismer Address 2112 31st Street, Kenosha, WI 53140  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s). MLS, County Records, Assessor

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. NA

Contract Price \$ NA Date of Contract NA Is the property seller the owner of public record?  Yes  No Data Source(s) NA  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid. NA

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining	PRICE	AGE	One-Unit	60 %		
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	30 %		
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input type="checkbox"/> Under 3 mths <input checked="" type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	12	Low	7	Multi-Family %		
Neighborhood Boundaries	North of 75th Street, East of 22nd Avenue, South of 52nd Street and West of Sheridan Road			139	High	129	Commercial 5 %		
				50	Pred.	93	Other 5 %		

Neighborhood Description The subject was located in a stable area which was built up with comparable single family homes. Also evident in this area were 2-4 family dwellings. Local schools, parks, shopping and other amenities were conveniently nearby. 22nd Avenue was to the west and offered good access to employment and surrounding communities. No apparent adverse marketing factors were observed.  
 Market Conditions (including support for the above conclusions) The 1004MC has indicated that values were still declining. The present absorption rate was 4.3 per month and there was a 9.5 month supply. 34% of the Active Listings and 58% of the sold listings were in a Foreclosure and/or Short-Sale.

Dimensions 76x103 Area 7,828 Sq.Ft. Shape Rectangular View Average  
 Specific Zoning Classification RG-1 Zoning Description General Residential District  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe

Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements - Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/>	Alley	<input type="checkbox"/>	<input type="checkbox"/>

FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 5502090008C FEMA Map Date 12/05/1996  
 Are the utilities and off-site improvements typical for the market area?  Yes  No If No, describe  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

General Description		Foundation		Exterior Description		Interior			
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Average		Floors	Crp/Vinyl/Average		
# of Stories	1	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Alum&Vinyl/Average		Walls	DW&Plstr/Average		
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Area	1,176 sq.ft.	Roof Surface	Asphalt Shingle/Avg		Trim/Finish	Wood/Average	
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	Basement Finish	0 %	Gutters & Downspouts	Aluminum/Average		Bath Floor	Tile/Average	
Design (Style)	Bungalow	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	SingleHung/Average		Bath Wainscot	Fiberglass/Average		
Year Built	1903	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	Yes/Average		Car Storage	<input type="checkbox"/> None		
Effective Age (Yrs)	30	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Average		<input checked="" type="checkbox"/> Driveway	# of Cars 1		
Attic	<input type="checkbox"/> None	Heating <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input type="checkbox"/> Woodstove(s) #		Driveway Surface	concrete		
<input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input type="checkbox"/> Other	Fuel Gas	<input type="checkbox"/> Fireplace(s) #	<input checked="" type="checkbox"/> Fence backyard		<input checked="" type="checkbox"/> Garage	# of Cars 1		
<input type="checkbox"/> Floor <input checked="" type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	<input type="checkbox"/> Patio/Deck	<input checked="" type="checkbox"/> Porch	Cvd&Encl		<input type="checkbox"/> Carport	# of Cars		
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input type="checkbox"/> Individual <input type="checkbox"/> Other	<input type="checkbox"/> Pool	<input type="checkbox"/> Other			Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in		

Appliances  Refrigerator  Range/Oven  Dishwasher  Disposal  Microwave  Washer/Dryer  Other (describe)

Finished area above grade contains: 4 Rooms 2 Bedrooms 1 Bath(s) 1,008 Square Feet of Gross Living Area Above Grade  
 Additional features (special energy efficient items, etc.). Standard

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject was an older dwelling which had been well maintained. The finishing features were of average quality and in overall average condition. The rooms were ample size with ample closet storage. The basement was unfinished at the time of the inspection and there was a basement under the covered porch. The enclosed back porch had deferred maintenance. No apparent adverse functional or external inadequacies were observed.

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe

# Uniform Residential Appraisal Report

File # 2012168

There are <b>1</b> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <b>40,000</b> to \$ <b>40,000</b>	
There are <b>9</b> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <b>12,800</b> to \$ <b>82,000</b>	
FEATURE	SUBJECT
Address	6739 17th Ave Kenosha, WI 53143
Proximity to Subject	0.25 miles SE
Sale Price	\$ NA
Sale Price/Gross Liv. Area	\$ 45.41 sq.ft.
Data Source(s)	County Records/Wiredata
Verification Source(s)	MLS #1202220
VALUE ADJUSTMENTS	DESCRIPTION
Sales or Financing	Cash
Concessions	Closing Costs
Date of Sale/Time	7/11 DOM 51
Location	Urban
Leasehold/Fee Simple	Fee Simple
Site	7,828 Sq.Ft.
View	Average
Design (Style)	Bungalow
Quality of Construction	Average
Actual Age	109
Condition	Average
Above Grade	Total Bdrms. Baths
Room Count	4 2 1
Gross Living Area	1,008 sq.ft.
Basement & Finished Rooms Below Grade	1,176 Sq.Ft. 0%
Functional Utility	Average
Heating/Cooling	FA/CA
Energy Efficient Items	Standard
Garage/Carport	1 car garage
Porch/Patio/Deck	cvd.porch/fence
Fireplace	none
Net Adjustment (Total)	\$ 500
Adjusted Sale Price of Comparables	\$ 45,000

SALES COMPARISON APPROACH

I did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.  
 Data Source(s) **MLS, County Records, Assessor**  
 My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.  
 Data Source(s) **MLS, County Record, Assessor**  
 Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	NA	2/11 QC (1 of 6 properties)	NA	12/10 SD
Price of Prior Sale/Transfer		360,000		69,700
Data Source(s)	Assessor	Assessor	Assessor	Assessor
Effective Date of Data Source(s)	4/5/12	4/5/12	4/5/12	4/5/12

Analysis of prior sale or transfer history of the subject property and comparable sales **There have been no recorded transactions in the past three years for the subject property and there have been no transactions recorded for the comparable sales, in the past year, except for those stated above.**

SD Sheriff Deed, QC Quick Claim  
 This appraiser has not appraised this property in the past 36 months.

Summary of Sales Comparison Approach All sales were chosen for their proximity to the subject. At the present time there were no comparable, arms-length sales. All the sales above were in a distressed situation. Adjustments were made for differences in square footage, lack of central air conditioning and the lack of a garage. The appraised value assumes that there were no hidden defects and that all mechanical systems in the dwelling were in operating condition. All MLS information was verified with the county. If there were any discrepancies the county information was deemed to be correct and therefore was used. After a final review of all the data researched and presented in this report the estimated value was justified.

Indicated Value by Sales Comparison Approach \$ **45,000** Cost Approach (if developed) \$ Income Approach (if developed) \$

The market approach was viewed to be the best reliable source as it best reflects the attitude of typical buyers and sellers in the market. The income and cost approaches were not viewed to be reliable/credible for appraising this type of property in this marketplace. This report is signed with a locked digital signature.

RECONCILIATION

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ **45,000**, as of **April 4, 2012**, which is the date of inspection and the effective date of this appraisal.

# Uniform Residential Appraisal Report

File # 2012168

**ADDITIONAL COMMENTS**

The appraiser made an interior and exterior inspection of all readily accessible areas of the subject property improvements. Appraiser did not make entry into attic scuttle and did not move any personal property or furniture. Appraiser has noted all readily observable conditions of the subject property, that is, conditions that are immediately noticeable and discernible during a typical site visit. Appraiser is not responsible for determining the functionality of appliances or mechanical systems.

The subject property was built prior to 1978. Residential structures built prior to 1978 may contain lead-based paint. Appraiser is not responsible for testing to determine if the paint surfaces in the subject property are indeed lead-based.

No employee, director, officer or agent of the lender/client, or any other third party acting as joint venture partner, independent contractor, appraisal management company, or partner on behalf of the lender/client has influenced or attempted to influence the development, reporting, result, or review of this assignment through coercion, extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner.

The appraiser is knowledgeable of the geographic locale, has access to the local MLS for where the property is located and has appraised other properties in the overall location.

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

**COST APPROACH**

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE ..... = \$
Source of cost data	DWELLING Sq.Ft. @ \$ ..... = \$
Quality rating from cost service Effective date of cost data	Sq.Ft. @ \$ ..... = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	..... = \$
	Garage/Carport Sq.Ft. @ \$ ..... = \$
The cost approach to value was considered not applicable when appraising single family homes over one year old with accrued depreciation. For the purposes of this report a cost approach to value was not developed.	Total Estimate of Cost-New ..... = \$
	Less Physical Functional External ..... = \$( )
	Depreciated Cost of Improvements ..... = \$
	"As-is" Value of Site Improvements ..... = \$
Estimated Remaining Economic Life (HUD and VA only) Years	INDICATED VALUE BY COST APPROACH ..... = \$

**INCOME**

**INCOME APPROACH TO VALUE (not required by Fannie Mae)**

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM) Due to the lack of single family rental data the income approach was not judged to be a reliable method of evaluation for this type of property.

**PUD INFORMATION**

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases	Total number of units	Total number of units sold
Total number of units rented	Total number of units for sale	Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

# Uniform Residential Appraisal Report

File # 2012168

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

## Uniform Residential Appraisal Report

File # 2012168

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

# Uniform Residential Appraisal Report

File # 2012168

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature   
 Name Stacey A. Stanich  
 Company Name Stacey Stanich Appraisal Service, Inc.  
 Company Address 3404 Roosevelt Road, Kenosha, WI 53142

Telephone Number (262) 652-7214  
 Email Address stacey@stanichappraisal.com  
 Date of Signature and Report April 06, 2012  
 Effective Date of Appraisal April 4, 2012  
 State Certification # \_\_\_\_\_  
 or State License # 849-4  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State WI  
 Expiration Date of Certification or License 12/14/2013

ADDRESS OF PROPERTY APPRAISED  
6739 17th Ave  
Kenosha, WI 53143  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 45,000

LENDER/CLIENT  
 Name \_\_\_\_\_  
 Company Name Ana Wismer  
 Company Address 2112 31st Street, Kenosha, WI 53140  
 Email Address \_\_\_\_\_

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property
- Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_
- Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

**Supplemental Addendum**

File No. 2012168

Borrower/Client	NA		
Property Address	6739 17th Ave		
City	Kenosha	County	Kenosha
Lender	Ana Wismer	State	WI
		Zip Code	53143

**LEGAL DESCRIPTION:**

PT OF SW 1/4 SEC 6 T 1 R 23 COM 132 FT N OF NE COR OF 68TH ST & 17TH AVE TH E 103 FT N 79 FT TH W 103 FT TH S 79 FT TO POB (2005 COMB 05-123-06-304-008 & -009) DOC #1342902 DOC #1377423

**SUMMARY APPRAISAL REPORT:**

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standard 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning data, reasoning and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

**PERSONAL PROPERTY IDENTIFICATION AND EFFECT OF VALUE:**

Any personal property may enhance the subject's salability but is not considered to affect the subject's market value on a contributory basis.

**UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE:**

This report was completed in accordance with the guidelines established by the USPAP. Furthermore, no influence was made by the lending institution.

**SITE**

Flood hazard conditions are cited elsewhere in this appraisal. If a private well services the property, questions concerning potability should be addressed by an independent water quality test. Similarly, if required, the appraiser was not informed or, and neither the inspection nor other normal research suggested any apparent presence of hazardous substances or detrimental environmental conditions.

**DISCLOSURE OF CLIENT AND INTENDED USER(S) AND INTENDED USE:**

A party receiving a report copy from the client does not, as a consequence, become a party to the appraiser-client relationship.

Parties who receive a copy of an appraisal, consulting, or review report as a consequence of disclosure requirements applicable to an appraiser's client do not become intended users of the report, unless the client specifically identifies them at the time of the assignment. (Statement on Appraisal Standards No.9)

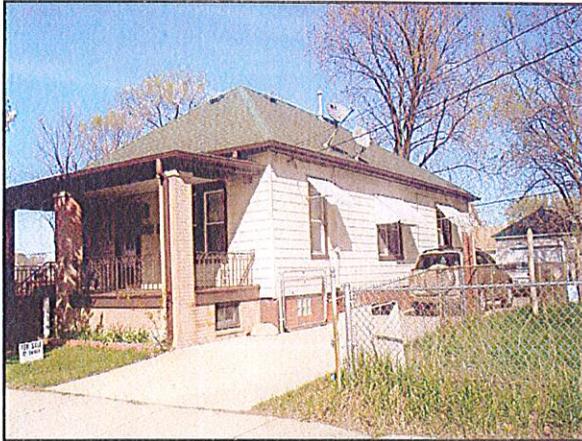
This report is intended for use only by Ana Wismer.  
Use of this report by others is not intended by the appraiser.

The intended use of this report was to determine the most probable sale price that a willing and well-informed buyer would offer, and that a willing and well-informed seller would accept, if the property were immediately marketed.

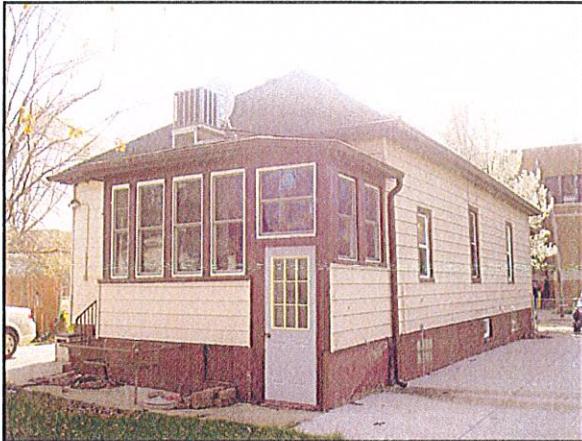
Reference McKissock Data Systems

### Subject Photos

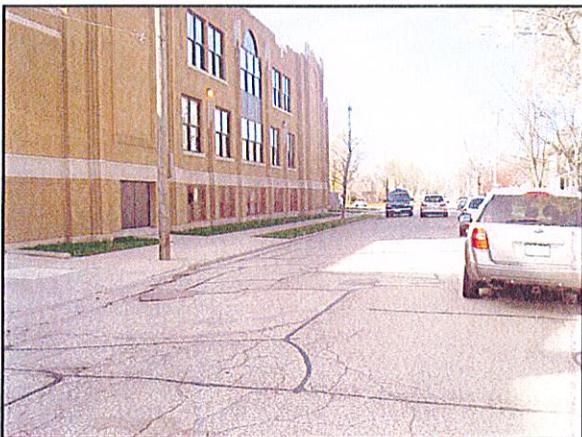
Borrower/Client	NA				
Property Address	6739 17th Ave				
City	Kenosha	County	Kenosha	State	WI Zip Code 53143
Lender	Ana Wismer				



**Subject Front**  
6739 17th Ave



**Subject Rear**



**Subject Street**

### Comparable Photo Page

Borrower/Client	NA						
Property Address	6739 17th Ave						
City	Kenosha	County	Kenosha	State	WI	Zip Code	53143
Lender	Ana Wismer						



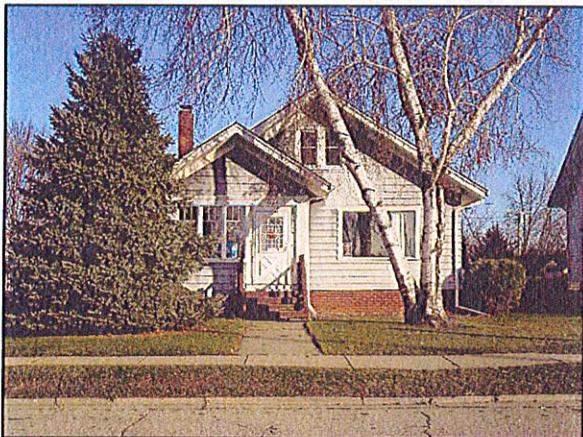
#### Comparable 1

1422 72nd St



#### Comparable 2

6725 16th Ave

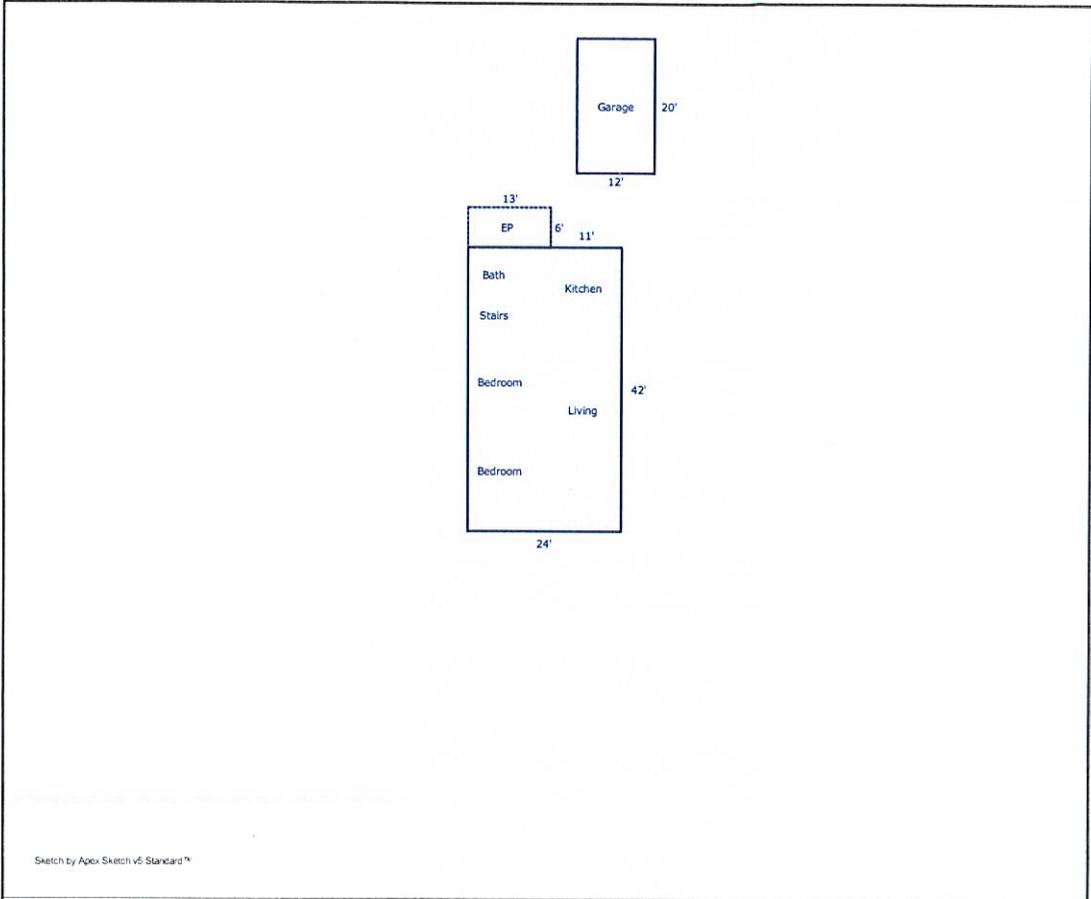


#### Comparable 3

7203 18th Ave

### Building Sketch

Borrower/Client	NA						
Property Address	6739 17th Ave						
City	Kenosha	County	Kenosha	State	WI	Zip Code	53143
Lender	Ana Wismer						



Comments:

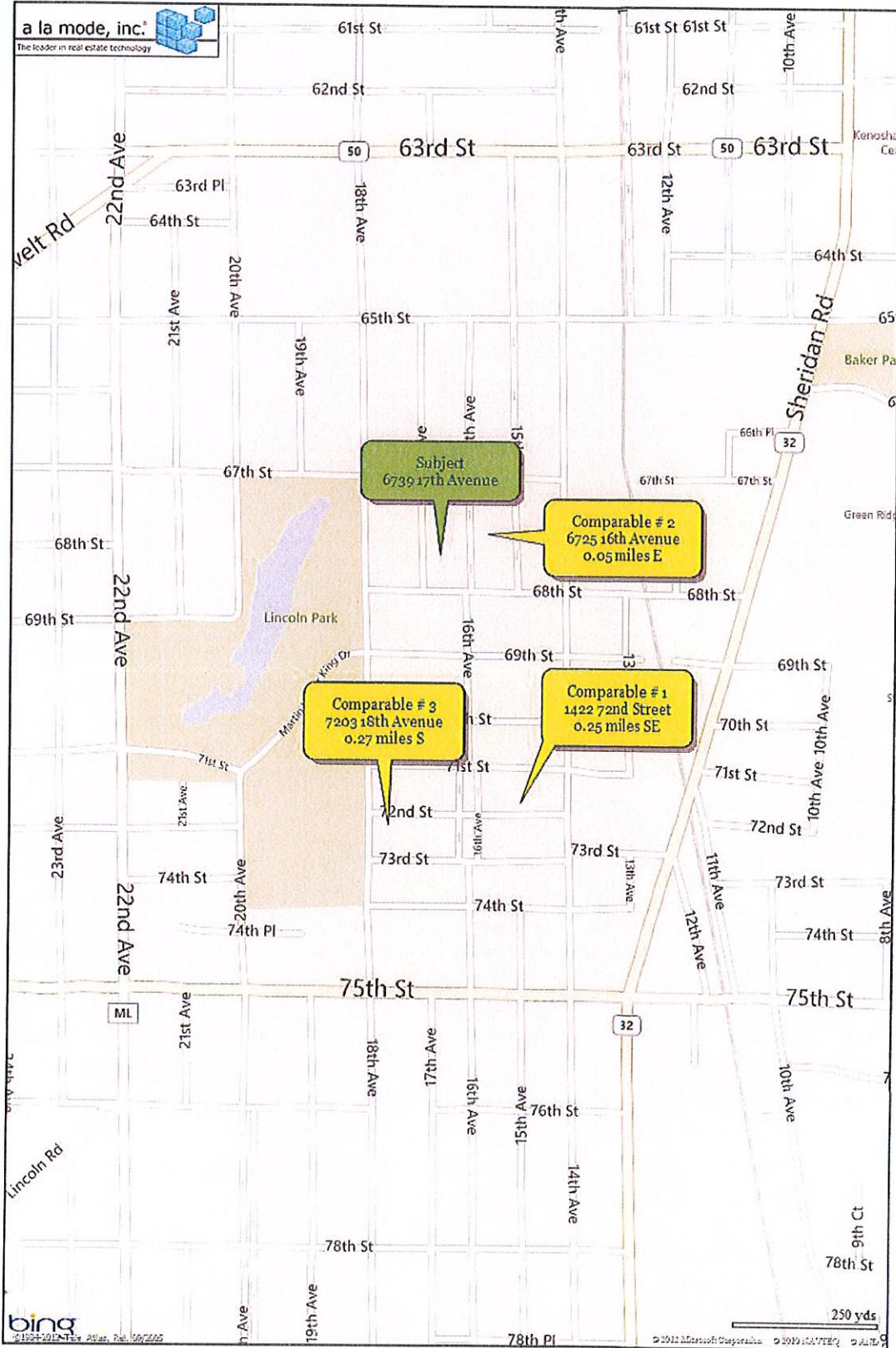
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor	1008.0	1008.0
GAR	Garage	240.0	240.0
P/P	Enclosed Porch	78.0	78.0

LIVING AREA BREAKDOWN		
Breakdown		Subtotals
First Floor	24.0 x 42.0	1008.0

Net LIVABLE Area	(rounded)	1008	1 Item	(rounded)	1008
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### Location Map

Borrower/Client	NA				
Property Address	6739 17th Avenue				
City	Kenosha	County	Kenosha	State	WI
Lender	Ana Wismer	Zip Code	53143		



·Planning & Zoning  
·Community Development

262.653.4030  
262.653.4045 FAX  
Room 308



·Building Inspections  
·Property Maintenance

262.653.4263  
262.653.4254 FAX  
Room 100

## DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

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

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

### MEMO

**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance committee

**FROM:** Mike Maki, AICP, Community Development Specialist *MM*

**RE:** Request for Approval of Short Sale Offer for 6917 18<sup>th</sup> Avenue (TID Loan)

**DATE:** May 15, 2012

Attached is information relating to a request for the City of Kenosha to approve a short sale offer of \$37,000.00 for 6917 18<sup>th</sup> Avenue. The property is currently in foreclosure pending the approval of the short sale. The owners of the property were a recipient of a TID Loan with a present balance of \$16,863.50. The first mortgage has a payoff balance of \$154,578.62.

There are insufficient funds left from the proceeds of the sale to pay off either the first mortgage or the TID Loan. The first mortgage holder, Chase Bank, has accepted a payoff of \$25,198.23 and is offering to allow payment of \$1,000.00 to satisfy the TID Loan Balance. The balance of \$15,863.50 would have to be written off by AMCCU.

Additional information follows:

- Offer of \$37,000.00 to purchase property
- First mortgage payoff balance of \$154,578.62
- Assessed Value of \$109,200.00
- Market Analysis Value of property is \$23,300 to \$33,199.00
- Proposal to pay \$1,000.00 to satisfy TID Loan balance (allowance by Chase Bank as first mortgage holder)

MM:llb  
Attachment

MILLER, JASON A  
 6917 18TH AVENUE  
 KENOSHA, WI  
 53143 MPR

Member Number 0000089099 ID/Type  
 Card Number  
 SSN/EIN 174-62-1755 Reward Program  
 Birth Date 02/19/1976  
 Home/Work (262)653-5867 (847)689-2200

Shares/Certificates			Loans		
ID	Type	Balance	ID	Type	Balance
000	01	5.00	030	22	16,863.50
		5.00			16,863.50

- DART Plus
- Work List
- Current Account
- Contact Info
- Employment
- CU Defined Fields
- Co Maker/Joint Ownt
- Payment History
- Notice History
- Comment History
- Activity History
- Action

Account Information

ACCT ID **030** 0% TID REHAB LOAN

Acct Class LN Previous Acct  
 Acct Standing Current Previous Ln Num  
 Due 10/29/2013 Chg Off Date  
 Last Pmt 08/10/2010 Chg Off Amt 0.00  
 Open 10/03/2008 Chg Off Reason Code 0  
 Original Bal 20,000.00 Collateral Code 22 TID LOANS  
 Current Bal 16,863.50 Related Share  
 DQ Amt 0.00 Related Share Bal 5.00  
 Unpd Int Amt 0.00 DQ Notice Dt  
 Late Charge 0.00 Insurance Code 00  
 Approval Cd 0 Ins Vendor Code 0  
 LN Type 22 CD Plankey  
 Int Rate 0.000 CD Coverage Code 0  
 Split Rate 0.000 CL Plankey  
 Split Bal 0.00 CL Coverage Code 0  
 Pmt Amt 111.12 SP Ins Refund 0  
 Partial 25.14

Late pmt count (in days)

1 to 30 0  
 31 to 60 0  
 61 to 120 0  
 Over 120 0

cu0769 05/02/2012  
 Teller 255 Angie Perez

Edit Personal Data

Back Next Finish

1st Mtg accepted \$ 37,000.00

3rd

- \$ 1,000.00

Heidi @  
 1st Service  
 Title.

262-794-9000

# Fax Cover Sheet

To: JPMorgan Chase Bank, N.A.                      Fax Number: 866-837-2043  
Attention Short Sale

From: MORTGAGOR NAME:                      Date:  
Jason A Miller  
Jamie N Miller

PROPERTY ADDRESS:  
6917 18th Avenue  
Kenosha, WI 53143-0000

LOAN NUMBER:  
\*\*\*\*\*8751

Re: Final Short Sale Closing Documents    Pages:

### Faxing Instructions:

- Include this cover sheet as the first page in your fax package to ensure proper handling and receipt of your documents.
- To avoid duplicate documents, do not send copies of your documents in the mail after you send your fax.
- Keep a copy of your fax confirmation sheet or other proof of the date and time you sent your fax.

### Final closing documents:

- Final (or Certified Copy) Signed HUD-1 Settlement Statement by Seller/Buyer
- Executed Copy of the Arm's Length Affidavit
- Copy of wire transfer confirmation or certified funds check/escrow check
- Signed copy of the Short Sale Approval Letter, if required
- Recorded Copy of Power of Attorney, if applicable

LM855

1023468751

Form Approved OMB No. 2502-0255

<b>A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT</b> 1st Service Title & Closing, Inc. 3380 S. 108th Street Ste 101 Greenfield, WI 53227 (262) 794-9000 <b>ESTIMATED figures are subject to change</b>	<b>B. TYPE OF LOAN</b> 1. <input type="checkbox"/> FHA                      2. <input type="checkbox"/> FNMA                      3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA                              5. <input type="checkbox"/> CONV. INS.		
	6. ESCROW FILE NUMBER: 091718AV-001 HZK		7. LOAN NUMBER
	8. MORTGAGE INSURANCE CASE NUMBER:		
	(Empty space for additional information)		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: **DAN BECKER**  
 ADDRESS OF BORROWER:

E. NAME OF SELLER: **JASON MILLER and JAMIE MILLER**  
 ADDRESS OF SELLER: **0917 18 Avenue  
 Kenosha, WI 53143**

F. NAME OF LENDER:  
 ADDRESS OF LENDER:

G. PROPERTY LOCATION: **0917 18 Avenue  
 Kenosha, WI 53143  
 Kenosha County**

H. SETTLEMENT AGENT: **1st Service Title & Closing, Inc.**  
 PLACE OF SETTLEMENT: **3380 S. 108th Street, Ste 101, Greenfield, WI 53227**

I. SETTLEMENT DATE: **4/30/2012**      PROPRATION DATE: **4/30/2012**      DISBURSEMENT DATE: **4/30/2012**

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
<b>100. GROSS AMOUNT DUE FROM BORROWER:</b>		<b>400. GROSS AMOUNT DUE TO SELLER:</b>	
101. Contract Sales Price	37,000.00	401. Contract Sales Price	37,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to Borrower (line 1400)	230.00	403.	
104.		404.	
105.		405.	
<b>ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:</b>		<b>ADJUSTMENTS FOR ITEMS PAID BY SELLER IN ADVANCE:</b>	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. GROSS AMOUNT DUE FROM BORROWER:	37,230.00	420. GROSS AMOUNT DUE TO SELLER:	37,000.00
<b>200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:</b>		<b>500. REDUCTIONS IN AMOUNT DUE TO SELLER:</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (line 1400)	4,081.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of 1st mtg. loan to CHASE	25,199.23
205.		505. Payoff of second mortgage loan	
206.		506. AM CREDIT UNION LIEN	1,000.00
207.		507. ROVERBODE FINANCE LIEN	1,000.00
208.		508. 2011 PROP. TAX: KENOSHA TREASURER	4,368.66
209.		509.	
<b>ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:</b>		<b>ADJUSTMENTS FOR ITEMS UNPAID BY SELLER:</b>	
210. City/Town Taxes 01/01/12 to 04/30/12	1,334.22	510. City/Town Taxes 01/01/12 to 04/30/12	1,334.22
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER:	1,334.22	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER:	37,000.00
<b>300. CASH AT SETTLEMENT FROM TO BORROWER:</b>		<b>600. CASH AT SETTLEMENT TO FROM SELLER:</b>	
301. Gross amount due from Borrower (line 120)	37,230.00	601. Gross amount due to Seller (line 420)	37,000.00
302. Less amount paid by/for Borrower (line 220)	1,334.22	602. Less reduction in amount due Seller (line 520)	37,000.00
303. CASH ( <input checked="" type="checkbox"/> FROM ) ( <input type="checkbox"/> TO ) BORROWER:	35,895.78	603. CASH ( <input checked="" type="checkbox"/> FROM ) ( <input type="checkbox"/> TO ) SELLER:	0.00

102 3468751

L. SETTLEMENT CHARGES				ECRON FILE NUMBER	091718AV-01L.HZK	
<b>700. TOTAL SELLER/BROKER'S COMMISSION:</b>						
BASED ON PRICE \$ 37,000.00 @ 5.000% = \$2,220.00						
DIVISION OF COMMISSION (LINE 100) AS FOLLOWS:						
701. \$	to			PAYED FROM BORROWER'S FUNDS AT SETTLEMENT	PAYED FROM SELLER'S FUNDS AT SETTLEMENT	
702. \$	2,220.00	to	RESULTS REALTY			
703.	Commission paid at settlement				2,220.00	
704.						
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN:</b>						
801.	Loan Origination Fee					
802.	Loan Discount Fee					
803.	Appraisal Fee					
804.	Credit Report					
805.	Lenders Inspection Fee					
806.	Mortgage Insurance Application Fee					
807.	Assumption Fee					
808.						
809.						
810.						
811.						
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:</b>						
901.	Interest From	to	@ \$/day	%	(days)	
902.	Mortgage Insurance Premium for		Month(s) to			
903.	Hazard Insurance Premium for		Year(s) to			
904.						
905.						
<b>1000. RESERVES DEPOSITED WITH LENDER:</b>						
1001.	Hazard Insurance	months @ \$		per month		
1002.	Mortgage Insurance	months @ \$		per month		
1003.	City Property Taxes	months @ \$	\$58.38	per month		
1004.	County Property Taxes	months @ \$		per month		
1005.	Annual Assessments	months @ \$		per month		
1006.		months @ \$		per month		
1007.		months @ \$		per month		
1008.		months @ \$		per month		
<b>1100. TITLE CHARGES:</b>						
1101.	Settlement or closing fee	to	1st Service Title & Closing, Inc.	200.00	500.00	
1102.	Abstract or title search	to	1st Service Title & Closing, Inc.		190.00	
1103.	Title examination					
1104.	Title insurance binder					
1105.	Document preparation					
1106.	Notary fees					
1107.	Attorney's Fees					
(includes above item numbers: )						
1108.	Title Insurance	to	1st Service Title & Closing, Inc.		380.00	
(includes above item numbers: )						
1109.	Lenders coverage	\$				
1110.	Owner's coverage	\$	21,000.00			
1111.	ASSESSMENT SEARCH	to	1st Service Title & Closing, Inc.		110.00	
1112.	WIRE FEE	to	1st Service Title & Closing, Inc.		50.00	
1113.	GAP ENDORSEMENT	to	1st Service Title & Closing, Inc.		100.00	
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES:</b>						
1201.	Recording Fees: Deed \$	30.00	Mortgage \$	Release \$	30.00	
1202.	City/County tax/stamps	Deed \$	111.00	Mortgage \$	111.00	
1203.	State tax/stamps	Deed \$		Mortgage \$		
1204.						
1205.						
<b>1300. ADDITIONAL SETTLEMENT CHARGES:</b>						
1301.	Survey					
1302.	Pest Inspection					
1303.	EST. FINAL WATER	to	KENDSMA UTILITY		450.00	
1304.						
1305.						
1306.						
1307.						
1400.	<b>TOTAL SETTLEMENT CHARGES (Enter on line 103, Section J - and - line 902, Section K)</b>				230.00	4,081.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all costs and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

DAN BECKER  
 JASON MILLER  
 Borrowers  
 JAMIE MILLER  
 Sellers  
 The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.  
 Settlement Agent  
 Date  
 1st Service Title & Closing, Inc.

WARNING: It is a crime to knowingly make false statements to the United States on file of any similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Escrow Number: 691718AV-001 HZK  
BREAKDOWN OF PAYOFF ON HUD LINE 504  
CHASE

102 346 8751

Description	Amount
Principal Balance	25,198.23
<b>Total Payoff</b>	<b>25,198.23</b>

Total as shown on HUD line 504.

25,198.23

1023468751

Approved by the Wisconsin Department of Regulation and Licensing  
11-1-00 (Optional Use Date) 3-1-10 (Mandatory Use Date)

Results Realty

**WB-40 AMENDMENT TO OFFER TO PURCHASE**

Caution: Use A WB-40 Amendment if Both Parties Will Be Agreeing To Modify The Terms Of The Offer.  
Use A WB-41 Notice If A Party is Giving A Notice Which Does Not Require The Other Party's Agreement.

1 Buyer and Seller agree to amend the Offer dated March 9, 2012, and accepted March 9, 2012, for  
2 the purchase and sale of real estate at 6917 18th Ave, Kanosha

- 3
- 4  Closing date is changed from \_\_\_\_\_, to \_\_\_\_\_, as follows:
- 5  Purchase price is changed from \$ 27,000.00 to \$ 40,000.00 37,000
- 6  Occupancy date is changed from \_\_\_\_\_, to \_\_\_\_\_, 4/4/12
- 7  Occupancy charge is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_, 4/1/12
- 8  Other: \_\_\_\_\_

9 \_\_\_\_\_

10 \_\_\_\_\_

11 \_\_\_\_\_

12 \_\_\_\_\_

13 \_\_\_\_\_

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21 \_\_\_\_\_

22 \_\_\_\_\_

23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the

25 Party offering the Amendment on or before April 6, 2012 5:00pm (Time is of the Essence).

26 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless

27 otherwise provided in this Amendment.

28 NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and

29 delivery as provided at lines 24-27.

30 This Amendment was drafted by Sandra Miller/Results Realty on 03/30/2012  
31 Licensee and Firm ▲ Date ▲

32 This Amendment was delivered by Sandra Miller/Results Realty on 03/30/2012  
33 Licensee and Firm ▲ Date ▲

34 This Amendment was presented by Sandra Miller/Results Realty on 03/30/2012  
35 Licensee and Firm ▲ Date ▲

36 (x) [Signature] 4-4-12  
37 Buyer's Signature ▲ Date ▲  
38 Print name ▶ Daniel Becker

(x) [Signature] 4/4/12  
Seller's Signature ▲ Date ▲  
Print name ▶ Jason A Miller

39 (x) \_\_\_\_\_  
40 Buyer's Signature ▲ Date ▲  
41 Print name ▶

(x) [Signature] 03/30/2012  
Seller's Signature ▲ Date ▲  
Print name ▶ Jamie N Miller

42 This Amendment was rejected by \_\_\_\_\_ on \_\_\_\_\_  
43 Party Name ▲ Date ▲

Results Realty 1400 Main St Antisoh, IL 60002  
Sandra Miller

Produced with ZipForm® by zipLogic 16070 Pflumm Lake Road, Fraser, Michigan 48826 www.ziplogic.com

FORM 04/07-1996 Fax 847-416-2031

05171PHT



March 9, 2012

RE: Daniel Becker

To Whom It May Concern;

Our client, Daniel Becker, has requested that we provide the following information on his banking relationship.

Mr. Becker currently has a checking account with a balance of over \$30,000.00. He has handled the account as agreed.

Johnson Bank has enjoyed a satisfactory relationship with Mr. Becker. If you have additional questions after reviewing the above information, please contact me at 262.697.8107.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ashley H. Noble', written in a cursive style.

Ashley H Noble  
Vice President

1023418751

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON March 9, 2012 [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/LISTING BROKER~~) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Daniel Becker  
4 \_\_\_\_\_, offers to purchase the Property known as (Street Address) 6917 18th Ave

5 \_\_\_\_\_ in the \_\_\_\_\_ City  
6 of Kenosha, County of Kenosha Wisconsin (insert additional

7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:  
8 ■ **PURCHASE PRICE:** Twenty-Seven Thousand

9 \_\_\_\_\_ Dollars (\$ 27,000.00 ).  
10 ■ **EARNEST MONEY** of \$ - accompanies this Offer and earnest money of \$ 500.00

11 will be mailed, or commercially or personally delivered within 3 days of acceptance to listing broker or  
12 \_\_\_\_\_

13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items None

16 \_\_\_\_\_  
17 ■ **NOT INCLUDED IN PURCHASE PRICE:** seller's personal property.  
18 \_\_\_\_\_

19 **CAUTION:** Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.

21 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are  
22 included/excluded.

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
24 copies of the Offer.

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before March 12, 2012. Seller may keep the Property on the

29 market and accept secondary offers after binding acceptance of this Offer.  
30 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

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

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

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

38 Seller's recipient for delivery (optional): Sandra Eiler of Results Realty  
39 Buyer's recipient for delivery (optional): Sandra Eiler of Results Realty

40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( 847 ) 656-2039 Buyer: ( 847 ) 656-2039

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 1490 Main St Antioch, IL 60002  
48 Delivery address for Buyer: 1490 Main St Antioch, IL 60002

49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for

51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): soldtoday.sandra@gmail.com  
54 E-Mail address for Buyer (optional): soldtoday.sandra@gmail.com

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

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57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.  
86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential  
87 properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

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116 **CLOSING** This transaction is to be closed no later than within 30 days of bank approval  
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
120 assessments, fuel and

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real-estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
126 APPLIES IF NO BOX IS CHECKED)

127  N/A Current assessment times current mill rate (current means as of the date of closing)

128  N/A Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

130  N/A N/A

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

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

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

143 Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (~~Seller~~) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does  
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of  
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated October 2, 2010, which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
163

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer is aware that the property is being sold in  
166 'as is' condition.  
167  
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169  
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172

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173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding  
175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.  
176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under  
177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the  
179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours  
180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as  
181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would  
183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would  
184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric  
189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached  
190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached  
191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-  
192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent  
193 foundations and docks/piers on permanent foundations.

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
201 or room dimensions, if material.

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

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

1023468751

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.

- FIXED RATE FINANCING: The annual rate of interest shall not exceed % .
ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed % . The initial interest rate shall be fixed for N/A months, at which time the interest rate may be increased not more than % per year. The maximum interest rate during the mortgage term shall not exceed % . Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 165-172 or 435-442 or in an addendum attached per line 434.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

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

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

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

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

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

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

1023468751

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

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

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

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

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

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

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

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

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

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

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

1023468751

304 N/A **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at N/A, no later than N/A. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and N/A  
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**  
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within N/A hours of Buyer's Actual  
311 Receipt of said notice, this Offer shall be null and void

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

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
319 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this  
320 Offer except: N/A  
321

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

325 **TITLE EVIDENCE**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
331 Condition Report and in this Offer, general taxes levied in the year of closing and N/A  
332

333 \_\_\_\_\_  
334 \_\_\_\_\_  
335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**  
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**  
339 **improvements to Property or a use other than the current use.**

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

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
344 ~~STRIKE ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.

1023468751

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

1023468751

Property Address: 6917 18th Ave., Kenosha

Page 5 of 8, WD-11

410  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 385-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses  
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of entire premises.

414 \_\_\_\_\_ (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within 10 days of acceptance, delivers to Seller a copy of the  
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice  
423 of Defects).

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

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

434  **ADDENDA:** The attached SSO, D is/are made part of this Offer.  
435 **ADDITIONAL PROVISIONS/CONTINGENCIES** THIS IS A CASH TRANSACTION.

436 \_\_\_\_\_  
437 \_\_\_\_\_  
438 \_\_\_\_\_  
439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 \_\_\_\_\_

443 This Offer was drafted by (Licensee and Firm) Sandra Eiler/Results Realty  
444 \_\_\_\_\_ on March 9, 2012

445 (x) Daniel Becker  
446 Buyer's Signature & Print Name Here Daniel Becker March 9, 2012  
Date A

447 (x) \_\_\_\_\_  
448 Buyer's Signature & Print Name Here \_\_\_\_\_  
Date A

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.  
450 \_\_\_\_\_ Broker (By)

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

455 (x) Jason A Miller  
456 Seller's Signature & Print Name Here Jason A Miller March 9, 2012  
Date A

457 (x) Jessie H Miller  
458 Seller's Signature & Print Name Here Jessie H Miller March 9, 2012  
Date A

459 This Offer was presented to Seller by (Licensee and Firm) Sandra Eiler/Results Realty  
460 \_\_\_\_\_ on March 9, 2012 at 8:00 a.m./p.m.

461 This Offer is rejected \_\_\_\_\_ This Offer is countered (See attached counter)  
462 Seller Initials & Date A \_\_\_\_\_ Seller Initials & Date A \_\_\_\_\_

1023468751

WISCONSIN REALTORS® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704  
608-241-2047

Results Realty

**ADDENDUM 860 TO THE OFFER TO PURCHASE - SHORT SALE**

1 Addendum made part of the Offer to Purchase dated March 9, 2012 made by the  
2 Buyer Daniel Becker with respect to the Property at 5917 18th Ave  
3 Reno

4 ■ **SHORT SALE DEFINED:** The sale of the Property is a short sale; the sales price is not enough to pay all debts and  
5 obligations secured by the mortgages and other liens on the Property, together with closing costs. Seller must pay  
6 additional money at closing to cover the shortage or negotiate a written agreement with the lender whereby the lender will  
7 accept less than what is actually owed to release the mortgage on the Property. Although this addendum refers to "lender,"  
8 "loan" and "mortgage" in the singular, Seller and Buyer acknowledge that multiple lienholders and lenders may need to  
9 release their mortgages and liens in exchange for less than the balances owed in order to provide clear title to the Property.

10 ■ **LENDER APPROVAL CONTINGENCY:** The Offer is contingent upon approval of the terms and conditions of this Offer by  
11 each lender accepting a reduced payment. Seller shall promptly submit this accepted Offer to Seller's lender(s), along with  
12 any other documentation required by the lender(s) that has not already been sent. (In some cases Seller's financial  
13 information will have already been submitted to Seller's lender(s), but in other cases it may not have been done yet.) If a  
14 lender's approval of the sale is conditioned upon modification of certain terms and conditions of this Offer, those changes  
15 are not binding upon Buyer and Seller without the parties' mutual consent expressed in an amendment to this Offer. The  
16 Offer is considered approved by the lender(s) when the Offer has been amended to incorporate the terms required by the  
17 lender(s) or upon Seller's written notice to Buyer that lender(s) approval has been received and no Offer modifications are  
18 necessary. If the short sale is not approved by all lenders, or the terms and conditions of a lender's approval of the short  
19 sale are not acceptable to Seller, Seller may terminate this Offer by written notice to Buyer not later than five days after Seller  
20 receives written notice of the lender's action or inaction.

21 THE FOLLOWING PROVISIONS ARE A PART OF THIS ADDENDUM ONLY IF MARKED, SUCH AS WITH "X":

22  **"AS IS:"** Seller is selling the Property "as is." Seller has not made any warranty or representations regarding the  
23 condition of the Property and will not make any repairs or cure any defects. Accordingly, Buyer is responsible for  
24 determining the condition of the Property and has included all necessary inspection and testing contingencies in this Offer.

25  **DEADLINES RUN FROM TIME OF LENDER APPROVAL:** All deadlines (excluding the deadline(s) for payment of  
26 earnest money), such as for the financing contingency and the home inspection contingency, shall run from the time the  
27 lender approves the sale instead of acceptance of the Offer.

28  **DEADLINE FOR LENDER APPROVAL:** If Seller has not obtained all needed lender approvals on or before  
29 March 30, 2012, Buyer may terminate this Offer by written notice to Seller and Buyer's earnest money shall be  
30 promptly returned.

31 ■ **ADDITIONAL PROVISIONS:**

32 \_\_\_\_\_  
33 \_\_\_\_\_  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_

37 Daniel Becker 03/09/2012  
38 (Buyer's Signature) & Daniel Becker (Date) & (Buyer's Signature) & (Date) &

39 Jessie Miller 03/09/2012  
40 (Seller's Signature) & Jessie Miller (Date) & (Seller's Signature) & Jessie Miller 03/09/2012 (Date) &

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No representation is made as to the legal validity of any provision or the adequacy of any specific transaction.  
Results Realty 1490 Main St. Antioch, IL 60002 Sandra Miller 5917 18TH  
Phone: (847) 220-1806 Fax: 847-656-2049 Produced with ZipForm® by zipLogix 18070 Filson Mile Road, Fenton, Michigan 48430 www.ziplogix.com

102 3468751

WISCONSIN REALTOR® ASSOCIATION  
4801 Forest Run Road  
Madison, Wisconsin 53704

Results Realty

**ADDENDUM D - ELECTRONIC DOCUMENT DELIVERY**

1 This Addendum pertains to the (Offer to Purchase) (Listing Contract) (Buyer Agency Agreement)  
2 (Other [specify]: \_\_\_\_\_) the ("Form")  
3 [STRIKE AND COMPLETE AS APPLICABLE] dated March 9, 2012, for a  
4 transaction relative to the following Property: 6917 18th Ave, Kenosha,  
5 \_\_\_\_\_  
6 [leave blank for a buyer agency agreement unless a specific property has been identified].

7 - **E-MAIL DELIVERY:** The undersigned parties agree that the delivery standards and definitions  
8 set forth in the Form are supplemented to add delivery of documents or written notices relating to  
9 the Form by e-mail. E-mail delivery of documents and written notices is effective upon the  
10 electronic transmission of the document or notice to the e-mail address specified below for the  
11 party.

12 If this is a consumer transaction whereby the property being purchased is used primarily for  
13 personal, family or household purposes, each consumer (buyer, seller, etc.) has consented  
14 electronically to the use of electronic documents, e-mail delivery, and electronic signatures in the  
15 transaction, as required by federal law.

16 Seller's Initials: [Signature] Electronic Consent Given:  Yes  
17 Seller's e-mail address for delivery of electronic documents:  
18 sdobson@7cym.com

19 Buyer's Initials: [Signature] Electronic Consent Given:  Yes  
20 Buyer's e-mail address for delivery of electronic documents:  
21 dbacher@foreverflows.com

22 Listing Broker's Initials: \_\_\_\_\_  
23 Listing Broker's e-mail address for delivery of electronic documents:  
24 soldtoday.sandra@mail.com

25 Cooperating Broker's Initials: \_\_\_\_\_  
26 Cooperating Broker's e-mail address for delivery of electronic documents:  
27 soldtoday.sandra@mail.com

Drafted by Attorney Debra Peterson Conrad; Copyright © 2008 by Wisconsin REALTOR® Association  
No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

Printed by 199 Main St, Appleton, WI 54912  
Sandra Usher

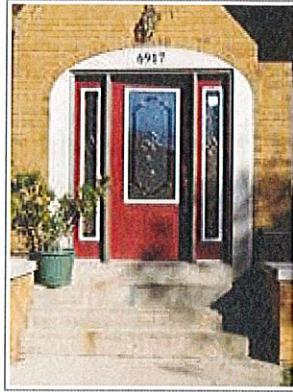
Produced with ZipForm® by ziplogix 13070 Fifteen Mile Road, Farmington, Michigan 48320 W9927810011.0011

1917 (1/11)

1023468751

# Comparable Market Analysis

Tuesday, May 8, 2012



## For

Kacie Robertus AM Community Credit Union  
6917 18th Ave  
Kenosha, WI 53143

## By



**Sandra Eiler**  
**Results Realty**  
1490 Main St  
Antioch, IL 60002  
262-620-1806  
soldtoday.sandra@gmail.com  
<http://soldwithsandra.com>

## Comments

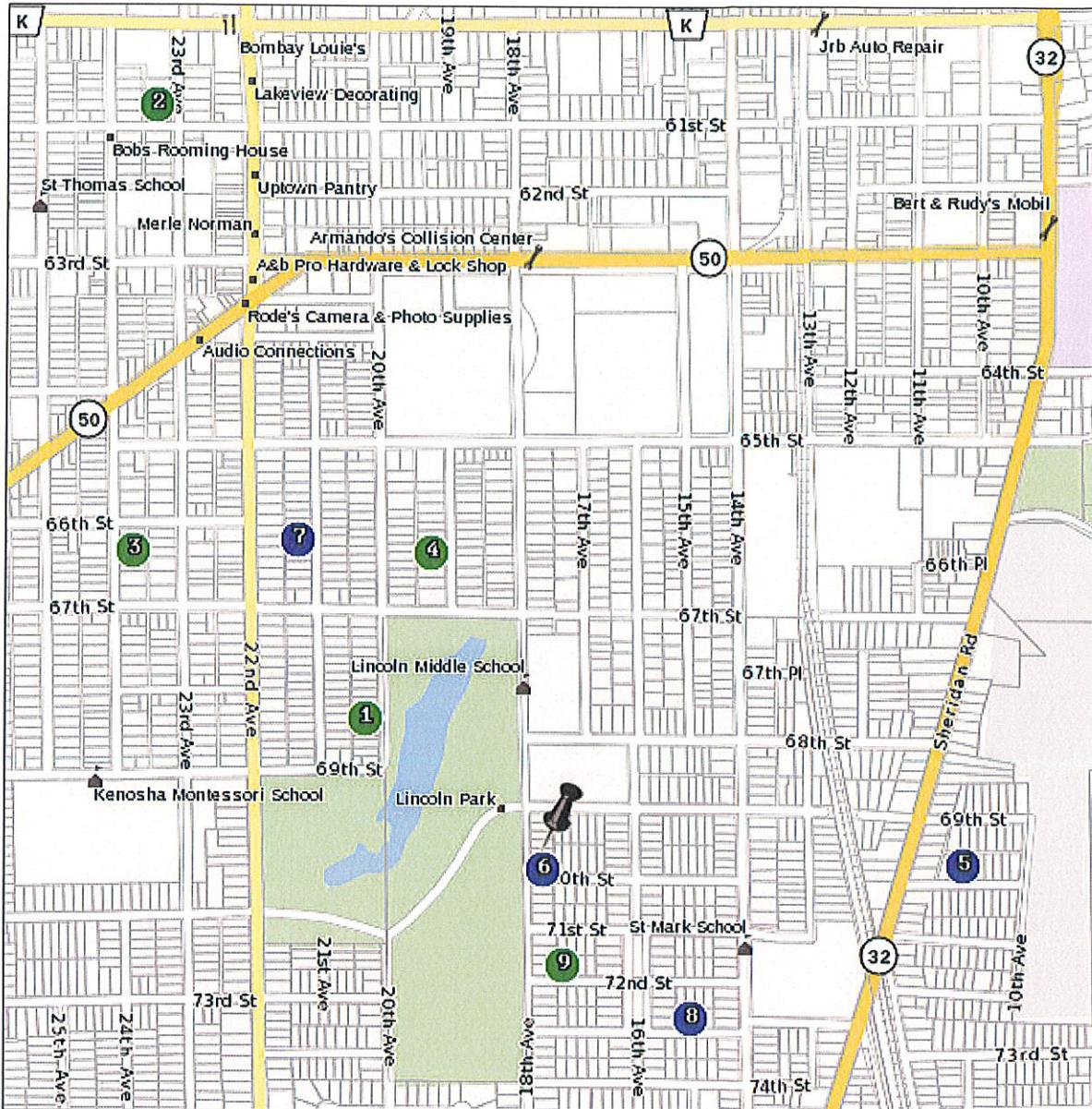
Hello Kacie,

This analysis employs comparable active and sold properties within a .5-mile radius of the subject property and sold within the last 6 months.

Best regards,

Sandra Eiler

### Map of Subject And Comparable Properties



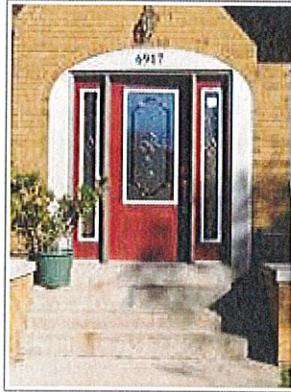
**Legend**

- Active
- Sold
- Pending
- Withdrawn
- Expired

**Subject: 6917 18th Ave Kenosha WI 53143**

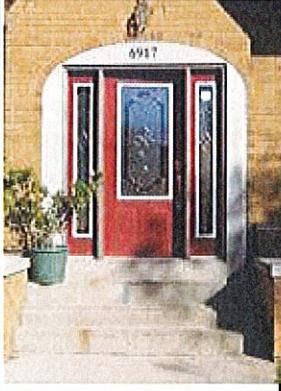
- |  |  |
|--|--|
| <p><b>1. 6808 20th Ave , Kenosha WI 531431235 (1242914)</b></p> <p><b>3. 6609 24th Ave , Kenosha WI 53142-4712 (1228875)</b></p> <p><b>5. 926 70th St , Kenosha WI 53143-5416 (1194054)</b></p> <p><b>7. 6610 21st Ave , Kenosha WI 53143-1214 (1246795)</b></p> <p><b>9. 1710 72nd St , Kenosha WI 53143-5360 (1231070)</b></p> | <p><b>2. 6034 23rd AVE , Kenosha WI 53143-4302 (1234861)</b></p> <p><b>4. 6616 19th Ave , Kenosha WI 53143 (1194677)</b></p> <p><b>6. 6925 18th Ave , Kenosha WI 53143 (1232674)</b></p> <p><b>8. 1422 73rd ST , Kenosha WI 53143-5362 (1232208)</b></p> |
|--|--|

## Subject Property Description

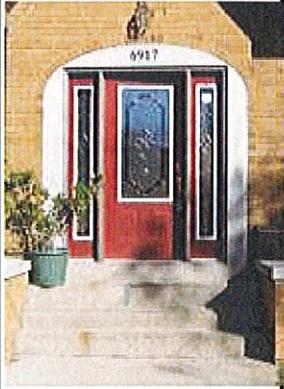
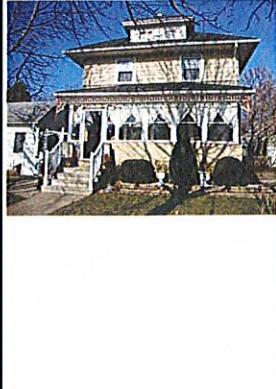


<b>Address</b>	6917 18th Ave Kenosha, WI 53143
<b>Type</b>	Single Family
<b>County</b>	KEN
<b># of Rooms</b>	7
<b>Bedrooms</b>	4
<b>Full Baths</b>	1
<b>Half Baths</b>	1
<b>Sq. Ft.</b>	1836.00
<b>Architecture</b>	Cape Cod
<b>Est. Square Footage</b>	1751-2000
<b>Exterior</b>	Partial-Brick
<b>Style</b>	2 Story
<b>Lot Size</b>	40 x 114
<b>Subdivision</b>	
<b>Water Front/Access</b>	
<b>Body of Water</b>	
<b>School District</b>	Kenosha
<b>Taxes</b>	4104.00
<b>Tax Year</b>	2009
<b>Year Built</b>	1917
<b>Garage Spaces</b>	2.50
<b>Garage Type</b>	D
<b>Basement</b>	Full
<b>Heating/Cooling</b>	Natural Gas; Central Air

	Subject	1242914	1234861	1228875
				
	6917 18th Ave Kenosha WI 53143	6808 20th Ave Kenosha WI	6034 23rd AVE Kenosha WI	6609 24th Ave Kenosha WI
List Price		\$29,900	\$32,900	\$35,000
Original List Price		\$45,000	\$41,500	\$61,900
Sold Price				
Status		Active	Active	Active
Status Date		02/24/2012	04/17/2012	03/27/2012
Days on Market		75	127	195
Cumulative Days on Market		221	127	195
<b>Adjustment</b>			+/ -	+/ -
Type	Single Family	Single Family	Single Family	Single Family
County	KEN	Kenosha	Kenosha	Kenosha
# of Rooms	7	5	6	6
Bedrooms	4	3	3	3
Full Baths	1	2	1	2
Half Baths	1	0	1	0
Sq. Ft.	1836.00	1,699	1,337	1,636
Architecture	Cape Cod	Colonial	Other	Bungalow
Est. Square Footage	1751-2000	1501-1750	1251-1500; Not Verified	1501-1750
Exterior	Partial-Brick	Aluminum	Vinyl	Wood; Other
Style	2 Story	2 Story	2 Story	1 Story
Lot Size	40 x 114	40 x 121	50 x 124	.16
Subdivision				
Water Front/Access				
Body of Water				
School District	Kenosha	Kenosha	Kenosha	Kenosha
Taxes	4104.00	2,319	1,843	2,577
Tax Year	2009	2011	2010	2010
Year Built	1917	1920	1898	1904
Garage Spaces	2.50	1.00	2.00	1.00
Garage Type	D	Detached	Detached	Detached
Basement	Full	Full	Full	Full; Brick
Heating/Cooling	Natural Gas; Central Air	Natural Gas; Central Air	Natural Gas	Natural Gas
<b>Adjusted Price</b>	\$30,125	\$29,900	\$32,900	\$35,000

	Subject	1194677	1194054	1232674
				
	6917 18th Ave Kenosha WI 53143	6616 19th Ave Kenosha WI	926 70th St Kenosha WI	6925 18th Ave Kenosha WI
List Price		\$37,000	\$26,000	\$32,900
Original List Price		\$39,900	\$26,000	\$41,500
Sold Price			\$23,300	\$32,000
Status		Active	Sold	Sold
Status Date		01/03/2012	08/23/2011	04/04/2012
Days on Market		398	134	56
Cumulative Days on Market		398	134	56
<b>Adjustment</b>			<b>+/-</b>	<b>+/-</b>
Type	Single Family	Single Family	Single Family	Single Family
County	KEN	Kenosha	Kenosha	Kenosha
# of Rooms	7	6	6	6
Bedrooms	4	3	3	3
Full Baths	1	1	1	1
Half Baths	1	0	0	0
Sq. Ft.	1836.00	1,256		1,344
Architecture	Cape Cod	Colonial	Bungalow; Cape Cod	Other
Est. Square Footage	1751-2000	1251-1500	1001-1250; 1251-1500	1251-1500
Exterior	Partial-Brick	Asbestos/Asphalt	Other	Vinyl
Style	2 Story	2 Story	1.5 Story	2 Story
Lot Size	40 x 114	40 x 130	40x120	36 x 114
Subdivision				
Water Front/Access				
Body of Water				
School District	Kenosha	Kenosha	Kenosha	Kenosha
Taxes	4104.00	2,270	2,305	2,840
Tax Year	2009	2009	2010	2010
Year Built	1917	1907	1911	1930
Garage Spaces	2.50	1.50	2.00	1.00
Garage Type	D	Detached	Detached	Detached
Basement	Full	Full	Full	Full
Heating/Cooling	Natural Gas; Central Air	Natural Gas; Central Air	Natural Gas; Other	Natural Gas

<b>Adjusted Price</b>	\$30,125	\$37,000	\$23,300	\$32,000
-----------------------	----------	----------	----------	----------

	Subject	1246795	1232208	1231070
				
	6917 18th Ave Kenosha WI 53143	6610 21st Ave Kenosha WI	1422 73rd ST Kenosha WI	1710 72nd St Kenosha WI
List Price		\$34,000	\$35,000	\$39,900
Original List Price		\$34,000	\$35,000	\$39,900
Sold Price		\$32,000	\$33,199	
Status		Sold	Sold	Active
Status Date		04/30/2012	02/17/2012	11/23/2011
Days on Market		20	4	168
Cumulative Days on Market		20	4	168
<b>Adjustment</b>			+/-	+/-
Type	Single Family	Single Family	Single Family	Single Family
County	KEN	Kenosha	Kenosha	Kenosha
# of Rooms	7	7	6	6
Bedrooms	4	4	3	3
Full Baths	1	1	1	1
Half Baths	1	0	1	0
Sq. Ft.	1836.00	1,516	1,298	1,344
Architecture	Cape Cod	Bungalow	Bungalow	Colonial
Est. Square Footage	1751-2000	1501-1750	1251-1500	1251-1500
Exterior	Partial-Brick	Other	Wood	Asbestos/Asphalt
Style	2 Story	1.5 Story	2 Story	2 Story
Lot Size	40 x 114	.11	45 x 95	45 x 95
Subdivision				Park View
Water Front/Access				
Body of Water				
School District	Kenosha	Kenosha	Kenosha	Kenosha
Taxes	4104.00	2,344	2,856	2,501
Tax Year	2009	2011	2010	2010
Year Built	1917	1911	1920	1919
Garage Spaces	2.50	1.50	2.00	1.00
Garage Type	D	Detached	Detached	Detached
Basement	Full	Full	Full	Full; Full Bath
Heating/Cooling	Natural Gas; Central Air	Natural Gas	Natural Gas	Natural Gas; Central Air
<b>Adjusted Price</b>	\$30,125	\$32,000	\$33,199	\$39,900

## Price Analysis

Summary of Active Listings							
MLS #	Address	Orig. List Price	DOM	CDOM	List Price	Total Adjustments	Adjusted Price
1242914	6808 20th Ave, Kenosha WI	\$45,000	75	221	\$29,900	-	\$29,900
1234861	6034 23rd AVE, Kenosha WI	\$41,500	127	127	\$32,900	-	\$32,900
1228875	6609 24th Ave, Kenosha WI	\$61,900	195	195	\$35,000	-	\$35,000
1194677	6616 19th Ave, Kenosha WI	\$39,900	398	398	\$37,000	-	\$37,000
1231070	1710 72nd St, Kenosha WI	\$39,900	168	168	\$39,900	-	\$39,900

Summary of Sold Listings								
MLS #	Address	List Price	DOM	CDOM	Sold Date	Sold Price	Total Adjustments	Adjusted Price
1194054	926 70th St, Kenosha WI	\$26,000	134	134	08/19/2011	\$23,300	-	\$23,300
1232674	6925 18th Ave, Kenosha WI	\$32,900	56	56	03/23/2012	\$32,000	-	\$32,000
1246795	6610 21st Ave, Kenosha WI	\$34,000	20	20	04/27/2012	\$32,000	-	\$32,000
1232208	1422 73rd ST, Kenosha WI	\$35,000	4	4	02/13/2012	\$33,199	-	\$33,199

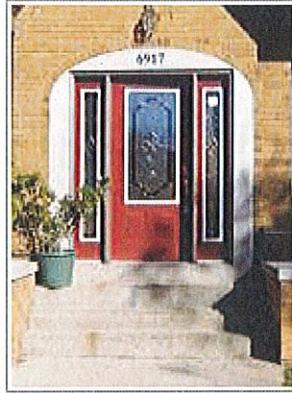
Low, Average, Median, and High Comparisons			
	Active	Sold	Overall
<b>Low</b>	\$29,900	\$23,300	\$23,300
<b>Average</b>	\$34,940	\$30,125	\$32,800
<b>Median</b>	\$35,000	\$32,000	\$32,900
<b>High</b>	\$39,900	\$33,199	\$39,900

Overall Market Analysis (Unadjusted)											
Status	#	List Vol.	Avg. List Price	Sold Vol.	Avg. Sold Price	Sale/List Price	Avg. Sq. Ft.	Avg. List \$/Sq. Ft.	Avg. Sold \$/Sq. Ft.	Avg. Dom	Avg. CDOM
Active	5	174,700	34,940	0	0	0.00	1,454	24.55	0.00	193	222
Sold	4	127,900	31,975	120,499	30,125	0.94	1,386	24.62	23.50	54	54
<b>Overall</b>	<b>9</b>	<b>302,600</b>	<b>33,622</b>	<b>120,499</b>	<b>30,125</b>	<b>0.94</b>	<b>1,429</b>	<b>24.58</b>	<b>23.50</b>	<b>131</b>	<b>147</b>

### Selection Criteria for Comparable Properties

**Specified listings from the following search:** Property type Single-Family; Inside the map search Circle (-87829992,42568953,9815,7228); Status of 'Active', 'Sold'; List Price between 20000 and 50000; Sold Date between '10/14/2011' and '2/14/2022'; or Est. Square Footage of 1251-1500, 1501-1750, 1751-2000 or 2001-2500.

## Listing Price Recommendation



<b>Low</b>	\$23,300
<b>High</b>	\$33,199
<b>Recommended</b>	<b>\$30,125</b>

Zimbra

mmaki@kenosha.org

± Font size ±

**RE: Additional information needed for Short sale items - City of Kenosha**

**From :** Kacie S. Robertus <KSRRobert@amccu.org>

Thu, May 17, 2012 10:54 AM

**Subject :** RE: Additional information needed for Short sale Items - City of Kenosha

**To :** Mike Maki <mmaki@kenosha.org>

Miller.... 1st Mortgage payoff through 5/31/12 is \$154,578.62 owed to Chase.

\*\*\*\*\*

**Kacie Robertus**  
MS Coordinator/ Loan Officer  
AM Community Credit Union  
6715 Green Bay Rd.  
Kenosha, WI 53142  
262-697-3700 x 1030  
262-697-3729 (fax)  
"Working Hard for Working People"  
www.amccu.org

**NOTICE:** This electronic mail message and any content within it are intended exclusively for the individual(s) or entities to which it is addressed. The message, together with any attachments and all other content, may contain confidential and/or privileged information. Any unauthorized review, use, print, save, copy, disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email and delete all copies.

**From:** Mike Maki [mailto:mmaki@kenosha.org]

**Sent:** Tuesday, May 15, 2012 4:23 PM

**To:** Kacie S. Robertus

**Subject:** Additional information needed for Short sale items - City of Kenosha

Hi Kacie,

I've reviewed the information on the 2 short sales with our City Attorneys office. Please submit the following information a.s.a.p.

- What is the outstanding balance on the 1st mortgage for 6739 17th Avenue (Miller)? I only have information that Chase is accepting \$25k towards the balance, but not the actual amount that is owed. A payoff or statement is needed, but if you can get me the amount tomorrow, I can at least incorporate that into my report.
- A letter from Ana Wismer acknowledging that she agrees to pay the City \$2500 at the time of closing to satisfy the lien. We need to include this in the packet of information.

Thanks!

Michael J. Maki, AICP  
Community Development Specialist  
HOME Program, Repair Grant Program, Historic Preservation  
Community Development & Inspections  
625 52nd Street, Room 308  
Kenosha, WI 53140  
mmaki@kenosha.org  
P: 262.653.4038  
F: 262.653.4045  
www.kenosha.org/departments/development/index.html

890990-030

" TO ANGIE " HWP + ACCEPTANCE

JASON'S PHONE # IS

847-812-0780

THANK YOU

JOE GYURINA

262-818-6870

~~at~~ 05-01-2012 (Told Jason I explained to him about this being Rehab loan "The City" Ameri yes is listed as Wein) but is going thru court sale ~~the city pay Ameri off~~ but will still have lien on your house Jason wants to negotiate with the City.

Chase  
Po Box 469030  
Glendale, CO 80246

**CHASE**

April 20, 2012

*received  
4/23/12*

Heidi at 1st Service Title

**Short sale terms and conditions**

Account: 1023468751  
Borrower: Jason A Miller (The "Seller")  
          Jamie N Miller  
Property Address: 6917 18th Avenue  
                    Kenosha, WI 53143-0000

Dear Heidi at 1st Service Title:

We have agreed to your request for a short sale, and we will accept a minimum of \$25,196.23 to release the lien and waive the deficiency balance on the loan above. Our acceptance is conditional upon receipt of payment in the form of certified funds on or before 05/21/2012, after which this offer becomes null and void.

Any excess funds at closing will be refunded to us. The real estate broker may receive \$2,220.00 as commission. The second lien holder may receive \$2,000.00.

This acceptance is only for the contract sale price of \$37,000.00 between Dan Becker (the "Buyer(s)"), and the Seller.

**Reminder: You must submit preliminary HUD documents for final approval no less than 48 hours before the scheduled closing date.**

**At closing, please fax us a copy of the following signed and executed documents to the fax number below:**

- Certified HUD-1 Settlement Statement
- Affidavit of Arm's Length Transaction (enclosed)
- Copy of wire transfer confirmation or certified funds check/escrow check

Fax: 866-837-2043

**We will release the lien(s) after we review these completed documents and receive certified funds.**

To accept this offer, please send payment by wire transfer or overnight mail to the address below. Please include your name and account number. Please call us on the day of closing to give us the details about the delivery of funds.

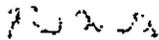
Wire Transfer: JPMorgan Chase Bank, N.A.  
ABA #021000021  
Account #765912993  
Account name: Chase Default Payoff Account Client #156  
Loan Number: 1023468751

Overnight Mail: Chase  
Attention: Short Sale  
Mail Code OH4-7133  
3415 Vision Drive  
Columbus, OH 43219-6009

We will report the completion of this transaction to various consumer reporting agencies. Your credit rating may be impacted. Proceeding with this transaction may have implications on your state or federal tax liability; please consult a tax advisor for more information.

If you have questions, please call us at the telephone number below.

Sincerely,



Charles B. Woolcock  
Chase  
888-332-7856 Ext. 323-2681  
866-837-2043 Fax  
800-582-0542 TDD / Text Telephone  
www.chase.com

Your dedicated Customer  
Assistance Specialist is:

Melanie Rotoli  
Direct phone number:  
(877) 496-3138 ext. 3825097

**Enclosures**

- Borrower Contact Information Update Form
- Affidavit of Arm's Length Transaction
- Fax Cover Sheet

**We are a debt collector.**

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.

LMS55

BORROWER CONTACT INFORMATION UPDATE FORM

Account: 1023468751  
Borrower(s): Jason A Miller  
                  Jamie N Miller

Property Address: 6917 18th Avenue  
                          Kenosha, WI 53143-0000

Name of Borrower(s) Requesting Update: \_\_\_\_\_

Borrower's New Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Borrower's New Home Phone Number: \_\_\_\_\_

Borrower's New Work/Alternate Phone Number: \_\_\_\_\_

BY SIGNING BELOW.

The borrower(s) agrees to inform JPMorgan Chase Bank, N.A. of any future changes in the borrower's mailing address and phone number.

Borrower 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Borrower 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Please return this completed form by fax to 866-837-2043.

LM855

## AFFIDAVIT OF "ARM'S LENGTH TRANSACTION"

Pursuant to a residential purchase agreement (the "Agreement"), the parties identified below as the "Seller" and the "Buyer," respectively, are involved in a real estate transaction whereby the real property commonly known as 6917 18th Ave, Kenosha, WI, 53143 will be sold by the Seller to the Buyer.

Chase (the "Lender") owns or is the authorized servicer of a deed of trust or mortgage against the Property. In order to complete the sale of the Property, the Seller and the Buyer have jointly asked the Lender to discount the total amount owed on the loan secured by the deed of trust or mortgage. The Lender, in consideration of the representations made below by the Seller, the Buyer, and their respective agents, agrees to accept the amount of \$25,196.23 to resolve its loan (pursuant to a separate Agreement between the Lender and the Seller) on the express condition that the Seller, the Buyer, and their respective agents (including, without limitation, real estate agents, escrow agents, and title agents) each truthfully represents, affirms, and states as follows:

1. The purchase and sale transaction reflected in the Agreement is an "Arm's Length Transaction," meaning that the transaction has been negotiated by independent, unrelated parties, each of whom is acting in his or her own self-interest, and that the sale price is based on fair market value of the Property. With respect to those persons signing this Affidavit as an agent for either the Seller, the Buyer, or both, those agents are acting in the best interests of their respective principal(s).
2. No Buyer or agent of the Buyer is a family member or business associate of the Seller or the Lender.
3. No Buyer or agent of the Buyer shares a business interest with the Seller or the Lender.
4. There are no hidden terms or hidden agreements or special understandings between the Seller and the Buyer or among their respective agents that are not reflected in the Agreement or the escrow instructions associated with this transaction.
5. There is no agreement, whether oral, written, or implied, between the Seller and the Buyer and/or their respective agents that would allow the Seller to remain in the Property as tenant or to regain ownership of the Property at any time after the consummation of this sale transaction.
6. The Seller shall not receive any proceeds from the sale of the Property, unless it is reflected in the short sale terms and conditions.
7. No agent of either the Seller or the Buyer shall receive any proceeds from this transaction except as is reflected in the final estimated closing statement, which shall be provided to the Lender for approval prior to the close of escrow.
8. The Buyer acknowledges that he/she is not an employee of JPMorgan Chase Bank, N.A., or an employee of any of JPMorgan Chase Bank, N.A.'s affiliates, including those associates on assignment through a provider of temporary employment (collectively, an "Employee").
9. Each signatory to this Affidavit expressly acknowledges that the Lender is relying upon the representations made herein as consideration for discounting the payoff on the Loan, which is secured by a deed of trust or mortgage encumbering the Property.
10. Each signatory to this Affidavit agrees to indemnify Chase and the investor for any and all losses resulting from any negligent or intentional misrepresentation made in this Affidavit including, but not limited to, repayment of the difference between the amount owed on the loan and the discounted payoff amount.
11. Each signatory to this Affidavit expressly acknowledges that any misrepresentation made by him or her may subject him or her to civil liability.
12. This Affidavit will survive the closing of the transaction.

I/We declare under penalty of perjury under the laws of the State of Wisconsin that all statements made in this Affidavit are true and correct.

Additionally, I/we fully understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly and willfully make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

**Buyer 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 1**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 3**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 2**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Seller 4**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Buyer's Agent**

**Seller's Agent**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Print Company)

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Signature and Date)

As a reminder, a copy of the certified HUD-1 Settlement Statement, as well as the signed Affidavit of Ann's Length Transaction must be sent at closing by fax to:

Fax: 866-837-2043

LM855



**Engineering Division**  
Shelly Billingsley, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director

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

May 17, 2012

To: Eric Haugaard, Chairman  
Public Works Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*  
Director of Engineering / City Engineer

Subject: *Approval of Change Order #1 for Project 11-1211 Windstorm Damage Sidewalk & Curb /Gutter Program*

### **BACKGROUND INFORMATION**

The contract for Project 11-1211 will require a change order for additional excavation costs associated with the wind damaged sidewalk & Curb/Gutter Program. Additional excavation and handling of soil was needed to continue the restoration of the damaged areas within the City, especially in the proximity of schools. This work was completed due to the large amount of trees that were damaged and the amount of soil that was impacted due to heaved sidewalk and tree roots.

The additional costs due to this change were not anticipated at the time of the bid therefore the change order of \$12,467.13 will be required.

### **RECOMMENDATION**

Approve the contract change order for additional work and recommend to the Common Council that the Mayor be authorized to execute the Change Order.

**THE CITY OF KENOSHA**

**CHANGE ORDER**

Project Name: **Windstorm Damage Sidewalk & Curb/Gutter Program**

Project Number: **11-1211**

C.I.P. Line Item: **IN-93-004**

Purchase Order #: **111028**

Contractor: **Marvin Gleason Contractor**

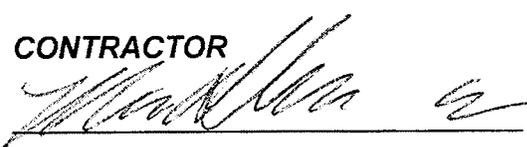
Public Works Committee Action: **May 21, 2012**

Finance Committee: **May 21, 2012**

Date of Common Council Action: **May 21, 2012**

City and contractor agree that the above contract is amended by increasing the amount of the sidewalk portion of the contract by **\$12,467.13** from **\$101,000** to **\$113,467.13**. This amendment will allow for additional work to be completed.

This change order is approved by:

**CONTRACTOR**  
  
\_\_\_\_\_

**CITY OF KENOSHA, MAYOR**  
\_\_\_\_\_

**DATE**  
5-10-12  
\_\_\_\_\_

**DATE**  
\_\_\_\_\_  
\_\_\_\_\_



**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:** 05/08/12

**Prepared By:** *MCS*

**Reviewed By:** 

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116216	4/18	BINDELLI BROTHERS, INC	110-09-56501-259-569	03/12 6203 12 AVE	180.00
116217	4/18	RNOW, INC.	630-09-50101-393-000	PARTS FOR FLEET 2832	3,562.05
			630-09-50101-393-000	3/12-SE#2744 PARTS/M	474.18
			630-09-50101-393-000	3/12-SE#8520 PARTS/M	72.90
				..... CHECK TOTAL	4,109.13
116218	4/18	VIKING ELECTRIC SUPPLY	110-03-53109-374-000	12/2 U.F. CABLE	785.16
			110-03-53109-375-000	03/12 ST ELECTRICAL	72.03
			110-03-53109-375-000	03/12 ST ELECTRICAL	59.38
			110-03-53109-375-000	03/12 ST ELECTRICAL	43.09
			110-03-53109-361-000	03/12 ST ELECTRICAL	33.69
			110-03-53109-375-000	03/12 ST ELECTRICAL	30.18
				..... CHECK TOTAL	1,023.53
116219	4/18	HWY C SERVICE	110-05-55109-369-000	STIHL HT131 POLE SAW	1,038.00
			110-05-55109-369-000	STIHL MS660 CHAINSAW	915.00
			501-09-50106-341-000	3/12-PA SERVICE/PART	51.56
				..... CHECK TOTAL	2,004.56
116220	4/18	INTERSTATE ELECTRIC SUPPLY	521-09-50101-375-000	3/12-AR ELECTRICAL S	299.00
			110-02-52203-246-000	4/12-FD ELECTRICAL S	88.34
			110-05-55109-248-000	4/12-PA ELECTRICAL S	32.99
			110-03-53109-361-000	4/12-ST ELECTRICAL S	2.55
				..... CHECK TOTAL	422.88
116221	4/18	KENOSHA JOINT SERVICES	110-02-52103-341-000	03/12 PATRL FLT GAS	30,029.99
			110-02-52103-345-000	03/12 PATRL FLT MNT	5,798.22
			110-02-52102-341-000	03/12 DTCTV FLT GAS	4,184.22
			110-02-52109-341-000	03/12 SCU FLT GAS	817.10
			110-02-52101-341-000	03/12 ADMIN FLT GAS	296.92
			110-02-52102-345-000	03/12 DTCTV FLT MNT	253.89
			110-02-52103-341-000	03/12 MOTORCYCL GAS	38.54
				..... CHECK TOTAL	41,418.88
116222	4/18	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	03/12 PRISONER MAINT	6,216.00
116223	4/18	LABOR PAPER, THE	407-11-51001-353-000	3/12-PLANT TREES AD	33.34
			501-09-50106-219-000	3/12-PRUNE TREES PUB	30.40
			403-11-51001-585-000	3/12-SDWLK/DRVWY PUB	29.14
			407-11-51001-353-000	3/12-TREE REMOVAL AD	25.78
				..... CHECK TOTAL	118.66

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116224	4/18	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	03/12 12-036053 LAB	49.60
			110-02-52101-219-000	03/12 12-033151 LAB	49.60
			110-02-52101-219-000	03/12 12-035478 LAB	49.60
				..... CHECK TOTAL	148.80
116225	4/18	KENOSHA NEWS	110-03-53102-219-000	03/12 PW-RIPRAP APL	135.35
116226	4/18	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	3/12-SE TIRES/TUBES	7,620.60
116227	4/18	KENOSHA WATER UTILITY	110-05-55109-223-000	#1 04/12 WATER/STRM	4,932.88
			110-05-55109-224-000	#1 04/12 WATER/STRM	2,280.06
			110-05-55111-224-000	#1 04/12 WATER/STRM	625.90
			110-01-51802-223-000	#1 912 35TH ST	604.46
			524-05-50101-223-000	#1 04/12 WATER/STRM	489.98
			110-02-52203-224-000	#1 04/12 WATER/STRM	480.42
			110-02-52203-223-000	#1 04/12 WATER/STRM	371.52
			110-01-51801-223-000	#4 04/12 WATER/STRM	332.97
			110-05-55106-224-000	#1 04/12 WATER/STRM	303.16
			110-01-51801-224-000	#4 04/12 WATER/STRM	296.30
			524-05-50101-224-000	#1 04/12 WATER/STRM	256.78
			522-05-50102-224-000	#1 04/12 WATER/STRM	223.02
			633-09-50101-224-000	#1 04/12 WATER/STRM	206.20
			520-09-50301-224-000	#1 04/12 WATER/STRM	177.24
			110-05-55104-224-000	#1 04/12 WATER/STRM	161.92
			633-09-50101-223-000	#1 04/12 WATER/STRM	117.92
			110-02-52110-223-000	#1 04/12 WATER/STRM	76.58
			110-03-53116-224-000	#1 04/12 WATER/STRM	70.88
			110-05-55102-224-000	#1 04/12 WATER/STRM	38.70
			110-02-52110-224-000	#1 04/12 WATER/STRM	30.26
			110-01-51802-224-000	#1 912 35TH ST	28.64
			520-09-50301-223-000	#1 04/12 WATER/STRM	15.10
				..... CHECK TOTAL	12,120.89
116228	4/18	WELDCRAFT, INC.	110-05-55109-344-000	3/12-PA WELDING SERV	86.00
116229	4/18	WE ENERGIES	110-03-53109-221-000	#16 03/06-04/04	1,126.26
			110-05-55109-221-000	#16 03/06-04/04	999.79
			110-03-53109-221-000	#16 03/05-04/03	670.33
			524-05-50101-221-000	#16 03/05-04/03	371.22
			110-05-55109-221-000	#16 03/05-04/03	334.94
			110-03-53109-221-000	#16 03/01-04/01	317.37
			110-03-53103-221-000	#16 03/01-04/01	251.19
			110-05-55102-221-000	#16 02/27-03/27	168.52
			110-03-53109-221-000	#16 03/04-04/02	166.64
			110-05-55103-222-000	#16 03/01-04/01	147.59
			110-03-53109-221-000	#16 03/07-04/03	144.27
			110-05-55109-222-000	#16 03/05-04/03	132.42
			524-05-50101-222-000	#16 03/05-04/03	97.09
			110-05-55102-221-000	#16 03/06-04/04	64.77

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-221-000	#16 03/05-04/03	59.57
			110-05-55108-221-000	#16 03/07-04/08	43.36
			110-05-55109-221-000	#16 03/02-04/02	36.20
			110-05-55109-221-000	#16 03/07-04/05	27.67
			110-05-55109-221-000	#16 03/07-04/08	26.46
			110-05-55109-221-000	#16 03/04-04/02	17.10
			110-05-55102-221-000	#16 03/07-04/05	16.29
			110-05-55109-222-000	#16 03/06-04/04	9.98
			110-05-55109-222-000	#16 03/07-04/08	9.28
			110-05-55109-222-000	#16 03/04-04/02	8.41
			110-05-55109-221-000	#16 03/08-04/09	8.28
			110-05-55108-221-000	#16 03/05-04/03	7.51
				..... CHECK TOTAL	5,262.51
116230	4/18	PAYNE & DOLAN INC.	501-09-50105-355-000	03/12 ASPHALT MATERI	152.10
116231	4/18	REINDERS INC.	630-09-50101-393-000	3/12-SE PARTS/SERVIC	1,026.48
			630-09-50101-393-000	3/12-SE PARTS/SERVIC	880.90
			521-09-50101-344-000	3/12-AR MAINTENANCE	507.36
			630-09-50101-393-000	3/12-SE PARTS/SERVIC	389.79
			630-09-50101-393-000	3/12-SE PARTS/SERVIC	239.68
			524-05-50101-344-000	3/12-GO PARTS/SERVIC	199.87
			524-05-50101-344-000	3/12-GO PARTS/SERVIC	52.38
				..... CHECK TOTAL	3,296.46
116232	4/18	AMERICAN BOTTLING CO.	524-05-50101-397-000	03/12 SOFT DRINKS	63.75
116233	4/18	KENOSHA WATER UTILITY	205-03-53119-224-000	03/12 HYDRANT	196.00
116234	4/18	SOUTHPORT VACUUM	110-02-52203-382-000	VACUUM CLEANER BAGS	11.50
			110-02-52203-382-000	VACUUM CLEANER BELTS	7.80
				..... CHECK TOTAL	19.30
116235	4/18	BECKER AWNING	110-02-52206-367-000	03/12 FD REPAIRS	100.00
116236	4/18	FABCO EQUIPMENT, INC.	110-05-55109-344-000	REBUILD BOTTOM	3,250.00
			630-09-50101-393-000	02/12 SE PARTS & MAT	45.57
				..... CHECK TOTAL	3,295.57
116237	4/18	KENOSHA WATER UTILITY	501-09-50105-259-000	1-6/12 DIGGERS HOTLN	1,150.45
			110-03-53113-259-000	1-6/12 DIGGERS HOTLN	1,150.45
				..... CHECK TOTAL	2,300.90

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116238	4/18	LARK UNIFORM, INC.	110-02-52103-367-000	03/12 #458 UNIFORM I	236.85
			110-02-52103-367-000	03/12 #550 UNIFORM I	79.95
				..... CHECK TOTAL	316.80
116239	4/18	BATTERIES PLUS LLC	630-09-50101-393-000	03/12 SE BATTERIES &	504.00
			110-02-52103-385-000	03/12 PD BATTERIES &	23.92
				..... CHECK TOTAL	527.92
116240	4/18	FEDEX	110-01-51306-312-000	03/12 FN-CANON SERV	48.42
116241	4/18	PAT'S SERVICES, INC.	205-03-53119-282-000	3/12-SR PORTABLE TOI	65.80
116242	4/18	AMERICAN COLLISION SERV., INC	110-03-53103-344-000	BODY WORK-FLEET 3091	1,138.95
116243	4/18	BANE-NELSON, INC.	409-00-13109-000-000	04/12 MO. STORAGE	150.00
			409-00-13109-000-000	03/12 MO. STORAGE	150.00
				..... CHECK TOTAL	300.00
116244	4/18	GLOBAL CONNECT	110-02-52203-225-000	3/12-FD BROADCASTING	10.06
116245	4/18	INTERSPIRO	110-02-52203-235-000	3/12-SCBA PARTS	74.07
116246	4/18	T-MOBILE	631-00-21114-000-000	3/08-4/07 WIRELESS	41.98
			631-09-50101-226-000	3/08-4/07 WIRELESS	.21
				..... CHECK TOTAL	42.19
116247	4/18	REGISTRATION FEE TRUST	422-11-51205-561-000	REG/LICENSE #3187	74.50
			422-11-51205-561-000	REG/LICENSE #3186	74.50
				..... CHECK TOTAL	149.00
116248	4/18	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	03/12 FD PARTS/MATER	349.64
116249	4/18	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	03/12 FD MERCHANDISE	11.78
			110-05-55111-246-000	03/12 PA MERCHANDISE	10.45
				..... CHECK TOTAL	22.23
116250	4/18	STANDARD LIFTS & EQUIPMENT	632-09-50101-235-000	REPAIR LIFT LOCK SYS	2,675.00
116251	4/18	BELLE COFFEE SERVICE	524-05-50101-397-000	3/12-GO COFFEE/SUPPL	112.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT		
116252	4/18	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	03/12 CT-COPY OVERS	770.64		
			110-01-51601-232-000	4-6/12 CD-COPIER MNT	648.13		
			110-01-50101-232-000	04/12 CT-COPIER MNT	346.65		
			110-02-52101-232-000	04/12 PD-SERVICE AGR	195.20		
			110-01-51101-232-000	4-6/12 FN-COPIER MNT	172.20		
			110-01-51601-232-000	1-3/12 CD-COPY OVERS	168.24		
			501-09-50101-232-000	04/12 PW-COPIER MNT	88.29		
			631-09-50101-232-000	04/12 PW-COPIER MNT	88.28		
			110-03-53101-232-000	04/12 PW-COPIER MNT	88.28		
			110-05-55101-232-000	04/12 PA-COPIER MNT	82.10		
			110-01-51101-232-000	1-3/12 FN-COPY OVR	68.12		
			110-01-51303-232-000	04/12 PE-SERVICE AGR	50.70		
			110-01-51601-232-000	03/12 CD-COPY OVERS	39.61		
			110-01-50301-232-000	04/12 LE-COPIER MNT	39.00		
			110-01-51601-232-000	04/12 CD-COPIER MNT	38.75		
			520-09-50301-232-000	04/12 TD-SERVICE AGR	37.90		
			501-09-50101-232-000	03/12 PW-COPY OVERS	33.65		
			521-09-50101-232-000	04/12 AR-SERVICE AGR	18.95		
			631-09-50101-232-000	03/12 PW-COPY OVERS	16.83		
			110-03-53101-232-000	03/12 PW-COPY OVERS	16.83		
			501-09-50105-232-000	04/12 ST-COPIER MNT	15.60		
			110-03-53103-232-000	04/12 ST-COPIER MNT	15.60		
			110-01-52001-232-000	03/12 MC-COPY OVERS	13.55		
			110-01-52001-232-000	04/12 MC-COPIER MNT	12.75		
			110-01-51301-232-000	04/12 AD-SERVICE AGR	12.75		
			110-01-51303-232-000	03/12 PE-COPY OVERS	1.91		
					..... CHECK TOTAL		3,080.51
			116253	4/18	HUMANA CLAIMS	611-09-50101-155-527	04/13/12 MED CLAIMS
611-09-50101-155-527	04/17/12 MED CLAIMS	40,546.82					
611-09-50101-155-527	04/16/12 PHARMACY	25,118.89					
611-09-50101-155-527	04/13/12 PHARMACY	5,278.13					
611-09-50101-155-527	04/17/12 PHARMACY	5,142.63					
611-09-50101-155-527	04/16/12 MED CLAIMS	3,113.86					
	..... CHECK TOTAL	156,721.26					
116254	4/18	VIDACARE CORPORATION	206-02-52205-318-000	3/12-FD NEEDLES	1,492.80		
116255	4/18	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	3/12-TIRE RECYCLING	900.00		

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116256	4/18	MAILCOM CONSULTING	110-01-51306-312-000	02/12 MAILING SERVIC	3,440.37
			110-01-51901-311-000	02/12 PRINTING/MAILI	188.04
				..... CHECK TOTAL	3,628.41
116257	4/18	REGNER VETERINARY CLINIC	110-02-52103-381-000	2/23-3/29 CHICO VET	234.08
116258	4/18	AMERICAN HYDRO SERVICES, INC	501-09-50103-219-000	TELEWISE LINCOLN RD	5,374.26
116259	4/18	INFUSINO'S FROZEN PIZZA'S	524-05-50101-397-000	03/12 FROZEN PIZZAS	26.00
116260	4/18	STEPP EQUIPMENT CO.	630-09-50101-393-000	3/12-SE PARTS/MATERI	232.14
116261	4/18	NYBERG TROPHIES & AWARDS	110-01-51301-311-000	K MARKS - PLAGUE	72.50
			110-03-53101-311-000	NUDO/MISNER PLATES	12.00
				..... CHECK TOTAL	84.50
116262	4/18	CENTRAL SAW AND MOWER	110-05-55109-344-000	03/12 PA PARTS	135.00
			110-05-55109-344-000	03/12 PA PARTS	135.00
			110-05-55109-344-000	03/12 PA PARTS	56.80
			110-05-55109-344-000	04/12 PA PARTS	15.00
			110-05-55109-344-000	03/12 PA CREDIT PART	206.80CR
	..... CHECK TOTAL	135.00			
116263	4/18	MENARDS (KENOSHA)	110-05-55109-246-000	3/12-PA MERCHANDISE	189.41
			110-03-53109-361-000	3/12-ST MERCHANDISE	173.10
			110-01-51801-389-000	3/12-MB MERCHANDISE	158.88
			501-09-50105-357-000	3/12-SW MERCHANDISE	123.30
			110-05-55102-249-000	3/12-NASH PK MERCHAN	98.99
			524-05-50101-382-000	3/12-GO MERCHANDISE	64.47
			110-03-53109-389-000	3/12-ST MERCHANDISE	42.68
			524-05-50101-246-000	3/12-GO MERCHANDISE	34.99
			110-05-55102-249-000	3/12-BASEBALL MERCHA	33.89
			501-09-50104-389-000	3/12-SW MERCHANDISE	25.03
			110-02-52203-382-000	3/12-FD#7 MERCHANDIS	8.69
				..... CHECK TOTAL	953.43
116264	4/18	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	03/12 PD-EXTINGUISHR	64.25
116265	4/18	CENTRAL HIGH SCHOOL	110-00-21812-000-000	2011 TAX ROLL STLMT	6,018.22

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116266	4/18	BRISTOL SCHOOL DISTRICT #1	110-00-21811-000-000	2011 TAX ROLL STLMT	9,198.43
116267	4/18	WIS SCTF	110-00-21581-000-000	04/20/12 DEDUCTION	74.56
116268	4/18	HYDROTEX	630-09-50101-393-000	03/12 LUBRICANTS	1,849.40
116269	4/18	NEXTEL COMMUNICATIONS	110-02-52109-226-000	03/12 PHONE SERVICE	333.40
116270	4/18	GRAINGER	110-05-55109-344-000	3/12-PA PARTS/MATERI	29.38
			110-05-55109-344-000	4/12-PA PARTS/MATERI	21.95
				..... CHECK TOTAL	51.33
116271	4/18	TIME WARNER CABLE	110-01-51102-233-000	4/09-5/08 ROADRUNNER	839.94
116272	4/18	GATEWAY TECH COLLEGE	110-00-21803-000-000	2011 TAX ROLL STLMT	99,459.41
116273	4/18	JKR SURVEYING, INC	758-09-50105-259-850	STAKE PROPERTY	550.00
			758-09-50104-259-851	RETAKE GARAGE	175.00
			758-09-50108-259-850	PROPERTY ELEVATIONS	125.00
				..... CHECK TOTAL	850.00
116274	4/18	MIDWEST GRAPHICS SERVICES	405-11-50809-589-000	02/12 WATER FEATURE	810.00
116275	4/18	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINBROOK-WATER	99.83
			110-09-56519-259-000	80TH ST-CLEAN WATER	61.67
			110-09-56519-259-000	80TH ST-(8) WATER	15.26
				..... CHECK TOTAL	176.76
116276	4/18	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	03/12 #1959 PARTS	219.43
			630-09-50101-393-000	03/12 #1959 PARTS	110.00
			630-09-50101-393-000	03/12 #3045 PARTS	74.72
				..... CHECK TOTAL	404.15
116277	4/18	RIMKUS, JASON	761-09-50101-155-000	03/12 WPS HEALTH INS	412.81
116278	4/18	AIRGAS NORTH CENTRAL	632-09-50101-389-000	04/12 SE-INDSTL GAS	179.01
			206-02-52205-389-000	03/12 FD#5 OXYGEN CY	50.09
			206-02-52205-389-000	03/12 FD#7 OXYGEN CL	38.64
				..... CHECK TOTAL	267.74

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116279	4/18	RED THE UNIFORM TAILOR	110-02-52103-367-000	03/12 POLICE UNIFRM	311.00
116280	4/18	BALL HORTICULTURE CO	110-05-55103-353-000	03/12 PA FLOWERS, PL	990.18
			110-05-55103-353-000	03/12 PA FLOWERS, PL	381.79
			110-05-55103-353-000	03/12 PA FLOWERS, PL	371.62
			110-05-55103-353-000	03/12 PA FLOWERS, PL	286.41
				..... CHECK TOTAL	2,030.00
116281	4/18	ILLINOIS GFOA	110-01-51101-323-000	2012 WGFOA DUES	25.00
116282	4/18	AUGUSTINE, WILLIAM	401-11-51104-586-000	SIDEWALK REPAIR	822.50
116283	4/18	ANDREOLI, FRANK	401-11-51104-586-000	SIDEWALK REPAIR	470.00
116284	4/18	AICHER, TED & KAY	401-11-51104-586-000	SIDEWALK REPAIR	1,292.50
116285	4/18	CRANE, RHONDA	401-11-51104-586-000	SIDEWALK REPAIR	1,422.50
116286	4/18	LEWIS, JOHN	401-11-51104-586-000	SIDEWALK REPAIR	2,585.00
116287	4/18	DJUKIC, RAJKO	401-11-51104-586-000	SIDEWALK REPAIR	235.00
116288	4/18	PEREIDA, MANUEL	110-00-21109-000-000	TAX REF INTERCEPT	114.40
116289	4/18	HAGEN, MATTHEW S.	110-02-52102-367-000	2012 CLOTHING ALLOW	400.00
116290	4/18	PETERSON, JULIE	110-09-56405-166-000	3/25-4/07 PENALTY	90.51
116291	4/18	PURTEE, MICHAEL	110-09-56405-166-000	4/02-5/02/12 PPD	1,308.67
116292	4/20	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	04/20/12 UNION DUES	2,338.03
116293	4/20	NEW FLYER	520-09-50201-347-000	03/12 BUS PARTS	2,492.82
			520-09-50201-347-000	03/12 BUS PARTS	590.80
			520-09-50201-347-000	03/12 BUS PARTS	399.68
				..... CHECK TOTAL	3,483.30
116294	4/20	GENERAL COMMUNICATIONS, INC.	110-02-52203-369-000	3/12-FD MISC. ITEMS	351.00
116295	4/20	BUMPER TO BUMPER	630-09-50101-393-000	03/12 CE PARTS, MATE	4,214.46
			520-09-50201-317-000	03/12 TD PARTS, MATE	243.04
			520-09-50201-347-000	03/12 TD PARTS, MATE	135.91
			110-03-53103-344-000	03/12 ST PARTS, MATE	112.44
			110-03-53107-344-000	03/12 ST PARTS, MATE	79.84
			110-03-53103-389-000	03/12 ST PARTS, MATE	79.05
			521-09-50101-344-000	03/12 AR PARTS, MATE	54.45
			520-09-50401-347-000	03/12 TD PARTS, MATE	35.80
			206-02-52205-344-000	03/12 FD PARTS, MATE	11.97
				..... CHECK TOTAL	4,966.96

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116296	4/20	HWY C SERVICE	501-09-50106-369-000 630-09-50101-393-000	POLE SAW 3/12-SE PARTS/SUPPLI ..... CHECK TOTAL	519.00 314.67 833.67
116297	4/20	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	03/12 MEDICAL SUPPL 03/12 MEDICAL SUPPL 03/12 MEDICAL SUPPL ..... CHECK TOTAL	241.45 216.20 202.28 659.93
116298	4/20	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	04/20/12 CITY HRLY 04/20/12 WATER HRLY ..... CHECK TOTAL	12,372.48 3,305.60 15,678.08
116299	4/20	LABOR PAPER, THE	403-11-51001-585-000 409-11-51011-219-000	03/12 SIDEWALK/CURB 03/12 SIDEWLK/DRVWY ..... CHECK TOTAL	41.32 29.56 70.88
116300	4/20	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-02-52101-219-000	1/25-30/12 W/C 3/7/12 W/C 2/1-8/12 W/C 3/8/12 W/C 3/5/12 W/C 2/24/12 W/C 03/12 12-038437 LAB ..... CHECK TOTAL	989.05 969.58 916.08 619.88 416.06 116.07 49.60 4,076.32
116301	4/20	KENOSHA NEWS	110-01-50101-321-000	03/12 TUSCANY BISTRO	49.71
116302	4/20	M A TRUCK PARTS	630-09-50101-393-000 206-02-52205-344-000 110-02-52203-361-000 110-02-52203-344-000	3/12-CE MATERIALS/SU 3/12-FD MATERIALS/SU 3/12-FD MATERIALS/SU 3/12-FD MATERIALS/SU ..... CHECK TOTAL	2,333.91 271.18 269.25 80.23 2,954.57
116303	4/20	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	3/12-TD TIRE REPAIR	230.07
116304	4/20	KENOSHA WATER UTILITY	110-05-55109-223-000 110-01-51802-223-000 524-05-50101-223-000 461-11-51001-581-000 110-03-53103-223-000 520-09-50301-223-000 463-11-50801-589-000 110-03-53116-223-000 110-01-51802-223-000 463-11-50801-589-000 110-02-52203-223-000 519-09-50116-249-000 519-09-50124-249-000	01-02/12 STORMWATER 1-2/12 2925 14 AV 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER 1-2/12 2906 14 AV 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER 01-02/12 STORMWATER	7,449.50 811.16 621.68 476.82 463.36 439.58 289.34 221.80 153.96 149.62 144.68 119.24 109.42

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			519-09-50103-249-000	01-02/12 STORMWATER	105.20
			491-11-50102-219-000	01-02/12 STORMWATER	74.46
			519-09-50109-249-000	01-02/12 STORMWATER	60.94
			110-01-51802-223-000	1-2/12 1801 52 ST	56.44
			110-01-51802-223-000	1-2/12 1822 53 ST	56.44
			110-01-51802-223-000	1-2/12 1710 53 ST	55.38
			110-09-56519-259-000	01-02/12 STORMWATER	53.52
			110-01-51802-223-000	1-2/12 6523 14 AV	53.26
			519-09-50120-249-000	01-02/12 STORMWATER	43.98
			110-01-51802-223-000	1-2/12 2916 SHER	42.66
			110-01-51802-223-000	1-2/12 1715 52 ST	39.48
			519-09-50118-249-000	01-02/12 STORMWATER	38.94
			110-01-51802-223-000	1-2/12 5512 19 AV	35.24
			110-05-55109-223-000	01-02/12 STORMWATER	29.94
			110-01-51802-223-000	1-2/12 2401 14 AV	8.74
			420-11-50603-589-000	01-02/12 STORMWATER	7.68
				..... CHECK TOTAL	12,212.46
116305	4/20	WELDCRAFT, INC.	524-05-50101-344-000	3/12-PA WELDING SERV	226.90
116306	4/20	UNITED STATES TREASURY	110-00-21581-000-000	04/20/12 DEDUCTION	20.00
116307	4/20	DON'S AUTO PARTS	520-09-50201-344-000	03/12 TD PARTS & MAT	69.36
116308	4/20	KENOSHA WATER UTILITY	110-00-46908-999-000	12/11/11 HYDRANT DMG	3,767.03
			110-00-46908-999-000	1/14/12 HYDRANT DMG	2,025.64
			110-00-46908-999-000	5/24/09 HYDRANT DMG	276.00
			110-00-46908-999-000	1/14/11 HYDRANT DMG	61.00
				..... CHECK TOTAL	6,129.67
116309	4/20	A & R DOOR SERVICE	520-09-50201-246-000	OPERATING SYSTEM	1,684.00
			520-09-50201-246-000	03/12 TD DOOR REPAIR	196.00
				..... CHECK TOTAL	1,880.00
116310	4/20	BEACON ATHLETICS	110-05-55102-356-000	MARKING COMPOUND	1,620.00
			110-05-55102-356-000	PRO DRYING AGENT	750.00
				..... CHECK TOTAL	2,370.00
116311	4/20	AT&T	110-01-51801-227-000	04/07-05/06 CIRCUITS	292.25
			110-02-52103-227-000	04/07-05/06 CIRCUITS	70.00
			110-02-52108-225-000	04/07-05/06 CIRCUITS	54.25
			520-09-50301-227-000	04/07-05/06 CIRCUITS	35.00
			110-02-52110-227-000	04/07-05/06 CIRCUITS	35.00
				..... CHECK TOTAL	486.50

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116312	4/20	CHASE BANK KENOSHA	110-00-21513-000-000	4/20/12 HRLY DEDUCTS	19,485.03
			110-00-21612-000-000	4/20/12 HRLY DEDUCTS	10,985.52
			110-00-21511-000-000	4/20/12 HRLY DEDUCTS	7,441.88
			110-00-21514-000-000	4/20/12 HRLY DEDUCTS	2,679.43
			110-00-21614-000-000	4/20/12 HRLY DEDUCTS	2,679.35
				..... CHECK TOTAL	43,271.21
116313	4/20	ZILSKE LAW FIRM S C	520-09-50101-161-000	2/10-3/28/12 W/C	2,190.00
			520-09-50101-161-000	2/6-3/30/12 W/C	1,404.00
				..... CHECK TOTAL	3,594.00
116314	4/20	FEDEX	110-01-51306-312-000	03/30/12 - WIS DOT	21.19
			110-01-51306-312-000	03/10/12 FN-ZURICHSH	18.65
				..... CHECK TOTAL	39.84
116315	4/20	OFFICEMAX	110-01-51201-311-000	3/12-CT#2130 OFFICE	263.86
			110-02-52103-311-000	3/12-PD#2127 OFFICE	102.88
			631-09-50101-311-000	3/12-EN#2126 OFFICE	82.76
			110-02-52103-311-000	CORK BOARD	62.34
			110-01-51201-311-000	3/12-CT#2128 OFFICE	62.25
			631-09-50101-311-000	3/12-EN#2131 OFFICE	49.20
			110-01-50101-311-000	3/12-CT#2129 OFFICE	45.10
			631-09-50101-311-000	3/12-EN#2131 OFFICE	22.45
			631-09-50101-311-000	3/12-EN#2126 RETURN	.87CR
	..... CHECK TOTAL	689.97			
116316	4/20	LINCOLN CONTRACTORS SUPPLY	501-09-50105-282-000	3/12-SW DRILL RENTAL	745.56
			501-09-50105-282-000	4/12-SW DRILL CREDIT	532.00CR
				..... CHECK TOTAL	213.56
116317	4/20	XEROX CORPORATION	110-02-52201-232-000	2/21-3/21 SUPPL MAIN	60.44
116318	4/20	HOLLAND SUPPLY, INC.	110-02-52203-344-000	3/12-FD ENG#44 HYDRA	149.81
			501-09-50105-344-000	3/12-SW HYDRAULIC FI	31.92
			630-09-50101-393-000	3/12-SE HYDRAULIC FI	10.56
				..... CHECK TOTAL	192.29
116319	4/20	PETCO	213-09-50101-381-000	3/12-PET FOOD/SUPPLI	64.96
			213-09-50101-381-000	3/12-PET FOOD/SUPPLI	49.97
				..... CHECK TOTAL	114.93

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116320	4/20	ACCURATE PRINTING CO., INC.	110-01-51201-311-000	03/12 CT-ENVELOPES	419.00
116321	4/20	CHEM-TECH INTERNATIONAL	110-01-51801-241-000	03/12 CHEMICAL TESTI	50.00
116322	4/20	SAM'S CLUB	524-05-50101-397-000	3/12-GO CONCESSIONS	1,096.87
116323	4/20	LEE PLUMBING, INC.	501-09-50105-246-000	03/12 ST HVAC, PLUMB	407.50
			110-03-53103-246-000	03/12 ST HVAC, PLUMB	407.50
				..... CHECK TOTAL	815.00
116324	4/20	UNISOURCE WORLDWIDE	110-01-51101-311-000	03/12 FN-PAPER PROD	533.86
116325	4/20	HUMANA CLAIMS	611-09-50101-155-527	04/18/12 MED CLAIMS	5,105.72
			611-09-50101-155-527	04/18/12 PHARMACY	4,232.75
			611-09-50101-155-527	04/19/12 PHARMACY	4,090.37
			611-09-50101-155-527	04/19/12 MED CLAIMS	658.39
				..... CHECK TOTAL	14,087.23
116326	4/20	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	03/12 SERVICES/PART	1,650.55
			630-09-50101-393-000	03/12 #2283 SERVICES	1,027.38
				..... CHECK TOTAL	2,677.93
116327	4/20	PAUL CONWAY SHIELDS	110-02-52206-367-000	3/12-TURNOUT GEAR	21.90
116328	4/20	CUMMINS NPOWER, LLC	520-09-50201-347-000	03/12 TD PARTS/SERVI	182.54
			520-09-50201-347-000	03/12 TD PARTS/SERVI	99.40
			520-09-50201-347-000	03/12 TD PARTS/SERVI	17.22
				..... CHECK TOTAL	299.16
116329	4/20	PRAIRIE SIDE TRUE VALUE	110-05-55109-382-000	3/12-PA SUPPLIES	6.49
116330	4/20	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	3/12-AR SERVICE/PART	65.50
116331	4/20	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/20/12 DEDUCTION	43.09
116332	4/20	FLITZ SERVICE CORPORATION	520-09-50301-232-000	SERVICE CONTRACT	616.00
116333	4/20	BARNES DISTRIBUTION	520-09-50201-347-000	03/12 TD SHOP SUPPLI	125.18
			520-09-50201-347-000	03/12 TD SHOP SUPPLI	108.26
				..... CHECK TOTAL	233.44

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116334	4/20	VMWARE, INC.	110-01-51102-233-000	ZIMBRA ADVANTAGE	7,837.00
116335	4/20	ZEP MANUFACTURING CO.	110-01-51801-382-000 110-01-51801-382-000	ROLL TOWELS HAND SOAP ..... CHECK TOTAL	1,456.99 808.80 2,265.79
116336	4/20	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	04/20/12 CITY HRLY 04/20/12 WATER HRLY ..... CHECK TOTAL	720.39 499.62 1,220.01
116337	4/20	REGNER VETERINARY CLINIC	110-02-52103-381-000	3/12-EDY VET SERVICE	96.60
116338	4/20	FIFTY STATES DIST.	110-02-52203-259-000	3/12-FD LAUNDRY SERV	1,298.42
116339	4/20	FASTENAL COMPANY	520-09-50201-347-000 520-09-50201-347-000	03/12 TD TOOLS/MATER 03/12 TD TOOLS/MATER ..... CHECK TOTAL	40.61 3.07 43.68
116340	4/20	CARQUEST AUTO PARTS	520-09-50201-347-000	03/12 TD-PARTS/MATRL	142.26
116341	4/20	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	03/12 BUS PARTS	878.46
116342	4/20	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/20/12 DEDUCTION	174.00
116343	4/20	CENTRAL SAW AND MOWER	110-05-55109-344-000	03/12 PA PARTS	122.94
116344	4/20	MENARDS (KENOSHA)	521-09-50101-249-000 110-02-52110-311-000 520-09-50201-249-000 110-02-52203-382-000 405-11-51117-589-000 110-02-52110-311-000 405-11-51117-589-000 110-02-52203-353-000 521-09-50101-375-000 110-05-55103-246-000 110-02-52110-311-000 110-02-52203-357-000 110-02-52110-311-000 110-02-52110-311-000 110-02-52110-311-000 110-02-52110-311-000 521-09-50101-344-000 110-02-52110-311-000	03/12 AR MERCHANDISE 03/12 PD MERCHANDISE 03/12 TD MERCHANDISE 03/12 FD #7 MERCHAND 03/12 STRAWBRY CRK 03/12 PD MERCHANDISE 03/12 STRAWBRY CRK 03/12 FD #7 MERCHAND 03/12 AR MERCHANDISE 03/12 GREENHOUSE 03/12 PD MERCHANDISE 03/12 FD #2 MERCHAND 03/12 PD RETURN MERC 03/12 PD RETURN MERC 03/12 PD RETURN MERC 03/12 AR MERCHANDISE 03/12 PD RETURN MERC ..... CHECK TOTAL	218.99 106.37 103.70 59.73 52.47 50.98 34.98 33.98 17.96 15.94 11.32 10.85 5.36CR 11.32CR 45.62CR 69.99CR 99.38CR 485.60

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116345	4/20	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	3/15/12 W/C	345.00
116346	4/20	WIS SCTF	110-00-21581-000-000	04/20/12 HRLY DEDCT	644.02
116347	4/20	PREVOST CAR (US) INC	520-09-50201-347-000	3/12-TD BUS PARTS	332.50
			520-09-50201-347-000	3/12-TD BUS PARTS	115.73
				..... CHECK TOTAL	448.23
116348	4/20	MOTION INDUSTRIES	520-09-50201-347-000	3/12-TD MERCHANDISE/	448.03
			520-09-50201-347-000	3/12-TD MERCHANDISE/	172.80
				..... CHECK TOTAL	620.83
116349	4/20	GRAINGER	632-09-50101-361-000	3/12-SE PARTS/MATERI	191.70
116350	4/20	TIME WARNER CABLE	761-09-50101-225-000	4/09-5/08/12 PHONE	62.62
116351	4/20	CINTAS CORP	632-09-50101-259-000	03/12 SE-UNIFORM/GLV	551.50
			520-09-50201-367-000	03/12 TD-UNIFORM/GLV	349.05
			110-02-52203-259-000	03/12 FD-UNIFORM/GLV	236.90
				..... CHECK TOTAL	1,137.45
116352	4/20	ARAMARK	110-01-51801-246-000	03/12 MB-ENTRNC MATS	98.28
			520-09-50201-246-000	03/12 TD-ENTRNC MATS	41.64
			110-03-53116-246-000	03/12 WA-ENTNRC MATS	37.76
			632-09-50101-246-000	03/12 SE-ENTRNC MATS	15.10
				..... CHECK TOTAL	192.78
116353	4/20	NICOLET NATURAL SE	761-09-50101-389-000	4/12 WATER COOLER	7.95
116354	4/20	GILLIG CORPORATION	520-09-50201-347-000	3/12-TD BUS PARTS	1,726.82
			520-09-50201-347-000	3/12-TD BUS PARTS	967.54
			520-09-50201-347-000	4/12-TD BUS PARTS	695.50
			520-09-50201-347-000	3/12-TD BUS PARTS	301.86
			520-09-50201-347-000	3/12-TD BUS PARTS	207.03
			520-09-50201-347-000	4/12-TD BUS PARTS	35.04
			520-09-50201-347-000	4/12-TD BUS PARTS	5.02
				..... CHECK TOTAL	3,938.81
116355	4/20	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	3/12-FD EXTERMINATIN	167.00
			521-09-50101-246-000	3/12-AR EXTERMINATIN	70.00
			520-09-50202-246-000	3/12-TD EXTERMINATIN	55.00
			521-09-50101-246-000	3/12-AR EXTERMINATIN	50.00
			110-01-51801-246-000	3/12-MB EXTERMINATIN	33.00
			110-05-55109-246-000	3/12-PA EXTERMINATIN	26.00
			110-03-53116-246-000	3/12-WA EXTERMINATIN	26.00
			520-09-50202-246-000	3/12-TD EXTERMINATIN	25.00
			520-09-50401-246-000	3/12-TD EXTERMINATIN	24.00
			110-02-52110-246-000	3/12-PD EXTERMINATIN	23.00
				..... CHECK TOTAL	499.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116356	4/20	PROCESSWORKS INC.	110-00-21578-000-000	04/17/12 CHECK REG	80.00
116357	4/20	LAKESIDE OIL	520-09-50106-341-000	04/12 DIESEL FUEL	26,302.75
116358	4/20	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	03/12 TRANSIT COACH	462.91
			520-09-50201-347-000	03/12 TRANSIT COACH	26.70
				..... CHECK TOTAL	489.61
116359	4/20	DOUBLE D CONSTRUCTION INC	758-09-50107-259-851	CO #1 - GARAGE	12,045.00
116360	4/20	MIDWEST PHYS ANES SERVICES	110-09-56405-161-000	2/10/12 W/C	973.25
116361	4/20	MEDEX LLC	520-09-50101-161-000	4/10/12 W/C	2,500.00
116362	4/20	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	2/27/12 W/C	38.25
116363	4/20	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/5/12 W/C	294.10
			110-09-56405-161-000	3/8/12 W/C	252.45
			110-09-56405-161-000	3/7/12 W/C	252.45
				..... CHECK TOTAL	799.00
116364	4/20	UNITED OCC MEDICINE	110-09-56405-161-000	1/20/12 W/C	222.70
			110-09-56405-161-000	2/15/12 W/C	140.25
			110-09-56405-161-000	2/7/12 W/C	140.25
			110-09-56405-161-000	2/1/12 W/C	140.25
			110-09-56405-161-000	1/25/12 W/C	140.25
				..... CHECK TOTAL	783.70
116365	4/20	AURORA HEALTH CARE	110-09-56405-161-000	2/15/12 W/C	2,607.48
			110-09-56405-161-000	1/27/12 W/C	670.29
			110-09-56405-161-000	2/7/12 W/C	277.95
			110-09-56405-161-000	2/7/12 W/C	261.36
			110-09-56405-161-000	2/14/12 W/C	251.68
			110-09-56405-161-000	1/31/12 W/C	251.68
			110-09-56405-161-000	2/7/12 W/C	169.84
			110-09-56405-161-000	2/7/12 W/C	52.80
			110-09-56405-161-000	1/27/12 W/C	48.40
			110-09-56405-161-000	2/7/12 W/C	24.64
				..... CHECK TOTAL	4,616.12

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116366	4/20	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	3/1-9/12 W/C	3,850.72
116367	4/20	WHEATON FRANCISCAN MED GROUP	110-09-56405-161-000	2/22/12 W/C	176.00
116368	4/20	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	2/7-8/12 W/C	83.18
116369	4/20	FAMILY FOOT CLINIC OF WI SC	110-09-56405-161-000	3/5/12 W/C	127.69
116370	4/20	BRINCAT, JEFFREY	110-00-21106-000-000	2011 TAX-6513 28 AVE	38.70
116371	4/20	SANDT, DENNIS & SHERRY	110-00-21106-000-000	2011 RE TAX OVERPAY	44.42
116372	4/20	LAMBERT, GREGORY SR.	110-00-21106-000-000	2011 RE TAX OVERPAY	42.38
116373	4/20	LECCE, STANLEY & BERNICE	110-00-21106-000-000	2011 TAX-1422 WASH	19.94
116374	4/20	OMG EXPRESS CORP	110-00-21106-000-000	2011 RE TAX OVERPAY	44.79
116375	4/25	ACE HARDWARE	110-01-51801-389-000	03/12 MB-MERCHANDISE	69.97
			110-05-55109-246-000	03/12 PA-MERCHANDISE	52.54
			501-09-50105-387-000	03/12 SW-MERCHANDISE	39.42
			110-05-55109-382-000	03/12 PA-MERCHANDISE	27.21
			110-05-55109-249-000	03/12 PA-MERCHANDISE	22.47
			110-03-53109-375-000	03/12 ST-MERCHANDISE	7.80
			110-05-55109-389-000	03/12 PA-MERCHANDISE	2.30
				..... CHECK TOTAL	221.71
116376	4/25	RNOW, INC.	630-09-50101-393-000	3/12-SE PARTS/MATERI	141.30
116377	4/25	CHESTER ELECTRONICS SUPPLY	110-01-51901-311-000	03/12 CT PARTS & MAT	39.95
			520-09-50201-347-000	04/12 TD PARTS & MAT	15.55
				..... CHECK TOTAL	55.50
116378	4/25	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	3/12-ST ELECTRICAL M	79.17
116379	4/25	HWY C SERVICE	110-05-55109-344-000	2/12-PA SERVICE/PART	678.57
			110-05-55109-341-000	4/12-PA SERVICE/PART	123.84
			501-09-50106-344-000	4/12-PA SERVICE/PART	23.98
				..... CHECK TOTAL	826.39

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116380	4/25	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	4/12-TD ELECTRICAL S	301.06
			110-03-53109-375-000	4/12-ST ELECTRICAL S	119.04
			110-03-53109-375-000	4/12-ST ELECTRICAL S	110.18
			110-03-53109-375-000	3/12-ST ELECTRICAL S	3.56
				..... CHECK TOTAL	533.84
116381	4/25	CARDINAL HEALTH	206-02-52205-318-000	04/12 FD MEDICAL SUP	591.17
			206-02-52205-318-000	03/12 FD MEDICAL SUP	251.19
			206-02-52205-318-000	03/12 FD MEDICAL SUP	207.96
			206-02-52205-318-000	03/12 FD MEDICAL SUP	109.03
			206-02-52205-318-000	04/12 FD MEDICAL SUP	7.20
				..... CHECK TOTAL	1,166.55
116382	4/25	LABOR PAPER, THE	405-11-50905-589-000	03/12 HARBOR DREDGE	43.00
			110-01-50101-321-000	03/12 1ST/2ND ORDS	22.84
				..... CHECK TOTAL	65.84
116383	4/25	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	4/12-#12-044288 LAB	49.60
			110-02-52101-219-000	4/12-#12-024101 LAB	49.60
			110-02-52101-219-000	3/12-#12-043714 LAB	49.60
				..... CHECK TOTAL	148.80
116384	4/25	LEAGUE OF WISCONSIN	110-01-50101-323-000	2012 LEAGUE DUES	13,802.83
116385	4/25	M A TRUCK PARTS	110-03-53107-344-000	3/12-ST MATERIALS/SU	333.00
			520-09-50201-347-000	3/12-TD MATERIALS/SU	323.26
				..... CHECK TOTAL	656.26
116386	4/25	BADGER TRUCK CENTER	630-09-50101-393-000	03/12 SE PARTS & MAT	98.40
116387	4/25	SHOPKO	110-02-52203-382-000	4/12-FD#7 MERCHANDIS	48.49
116388	4/25	VAN'S GAS SERVICE INC	630-09-50101-393-000	3/12-CE PROPANE GAS	33.00
			110-03-53116-246-000	3/12-WA PROPANE GAS	11.00
				..... CHECK TOTAL	44.00
116389	4/25	WIS DEPT OF REVENUE	110-00-21512-000-000	04/-01-15/12 DEDUCTS	104,323.86
116390	4/25	WIS RETIREMENT SYSTEM	110-00-21625-000-000	03/12 PENSION	582,220.93
			110-00-21622-000-000	03/12 PENSION	103,342.35
			110-02-52203-153-000	03/12 PENSION	10,855.25
			110-00-21521-000-000	03/12 PENSION	5,610.00
			110-00-21622-000-000	03/12 PENSION	1,455.58
			110-02-52103-153-000	03/12 PENSION	687.94
				..... CHECK TOTAL	704,172.05

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116391	4/25	STATE OF WISCONSIN	110-00-21901-999-000	3/12 COURT COSTS	21,204.22
			110-00-21911-999-000	3/12 COURT COSTS	16,149.51
			110-00-45104-999-000	3/12 COURT COSTS	11,603.17
				..... CHECK TOTAL	48,956.90
116392	4/25	KENOSHA CO CIRCUIT COURT	110-01-52001-219-000	15 JUDGEMENTS	150.00
116393	4/25	PAYNE & DOLAN INC.	501-09-50105-355-000	3/12-SW ASPHALT MATE	2,627.70
116394	4/25	REINDERS INC.	630-09-50101-393-000	3/12-SE PARTS/SERVIC	327.94
			521-09-50101-344-000	3/12-AR MAINTENANCE	257.16
			630-09-50101-393-000	3/12-SE PARTS/SERVIC	241.39
			630-09-50101-393-000	3/12-SE PARTS/SERVIC	206.17
			521-09-50101-344-000	3/12-AR MAINTENANCE	97.22
			630-09-50101-393-000	4/12-SE#2775 PARTS/S	64.41
			630-09-50101-393-000	3/12-SE PARTS/SERVIC	15.40
			630-09-50101-393-000	3/12-SE#2412 PARTS/S	12.41
				..... CHECK TOTAL	1,222.10
116395	4/25	WEST GROUP	110-01-50301-322-000	03/12 SUBSCRIPTIONS	972.75
			110-01-50301-322-000	03/12 ONLINE MATERIA	715.65
			110-01-50301-322-000	03/12 SUBSCRIPTIONS	590.75
				..... CHECK TOTAL	2,279.15
116396	4/25	HOLY NATIVITY LUTHERAN	110-01-51901-283-000	2 ELECTIONS	50.00
116397	4/25	LARK UNIFORM, INC.	110-02-52103-367-000	04/12 #297 UNIFORM I	145.90
			110-02-52103-367-000	03/12 #336 UNIFORM I	77.95
			110-02-52103-367-000	04/12 #501 UNIFORM I	29.95
				..... CHECK TOTAL	253.80
116398	4/25	KENOSHA AREA CHAMBER	110-01-51301-323-000	5/12-4/13 MEMBERSHP	150.00
116399	4/25	KENOSHA AREA BUSINESS	110-01-51301-263-000	4/05/12 ANL MEETING	70.00
116400	4/25	OFFICEMAX	420-11-51102-583-000	GUEST CHAIR	603.81
			420-11-51102-583-000	GUEST CHAIR	67.09
				..... CHECK TOTAL	670.90
116401	4/25	MOOSE LODGE #286	110-01-51901-283-000	2 ELECTIONS	64.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116402	4/25	FIREFIGHTERS LOCAL 414	110-00-49111-000-000	PUBL RECORD OVERPAY	55.18
116403	4/25	KENOSHA BIBLE CHURCH	110-01-51901-283-000	2 ELECTIONS	50.00
116404	4/25	UNIVERSITY OF WIS-LAW SCHOOL	110-01-50301-322-000	04/12 JURY INST LEGA	75.00
116405	4/25	HOLLAND SUPPLY, INC.	630-09-50101-393-000	03/12 CE-HYDRIC FIT	176.86
			520-09-50201-347-000	04/12 TD-HYDRIC FIT	74.44
			630-09-50101-393-000	03/12 CE-HYDRIC FIT	25.84
				..... CHECK TOTAL	277.14
116406	4/25	L & M MEATS	524-05-50101-397-000	4/12-GO MEAT PRODUCT	19.90
116407	4/25	INTEGRATED TIME PRODUCTS	110-05-55109-311-000	RIBBONS TIME CLOCKS	170.50
116408	4/25	NATIONAL NOTARY ASSOC.	110-02-52101-219-000	A PEDERSON-RENEWAL	53.95
116409	4/25	PITNEY BOWES	110-01-51306-282-000	4/12-CT MACHINE LEAS	386.00
116410	4/25	ST JOHN'S LUTHERAN CHURCH	110-01-51901-283-000	2 ELECTIONS	50.00
116411	4/25	SOUTHPORT HEATING & COOLING	110-02-52203-246-000	CO-RAY-VAC MAINT.	250.00
116412	4/25	JAMES IMAGING SYSTEMS, INC.	110-01-50901-232-000	04/12 AS-COPIER MNT	19.50
			110-01-50901-232-000	03/12 AS-COPIER MNT	19.50
				..... CHECK TOTAL	39.00
116413	4/25	CHEMUNG SUPPLY CORPORATION	110-03-53107-349-000	CARBIDE CUTTING EDGE	9,110.40
			110-03-53107-349-000	CARBIDE CUTTING EDGE	2,592.72
			110-03-53107-349-000	MONROE WING	1,440.40
			110-03-53107-349-000	CUTTING EDGE COVER	1,151.60
			110-03-53107-349-000	CUTTING EDGE COVER	439.28
			110-03-53107-349-000	MONROE WING	247.60
				..... CHECK TOTAL	14,982.00
116414	4/25	LEE PLUMBING, INC.	110-05-55109-249-000	3/12-ANDERSON PARK	1,199.00
116415	4/25	LAKESIDE INTERNATIONAL TRUCK	110-03-53107-711-000	REPAIR DAMAGE #2301	7,094.88
			630-09-50101-393-000	03/12 CE MATERIALS	1,585.03
			520-09-50106-341-000	03/12 TD BUS PARTS/M	1,525.92
			110-03-53107-344-000	ADD. REPAIRS TO 2301	1,227.99
			520-09-50201-347-000	03/12 TD BUS PARTS/M	855.95
			206-02-52205-344-000	03/12 FD CREDIT	423.90CR
				..... CHECK TOTAL	11,865.87

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116416	4/25	MAKSEN, DICK	524-05-50101-219-000	GOLF CRSE- DOMAIN	95.95
116417	4/25	HUMANA CLAIMS	611-09-50101-155-527	04/24/12 MED CLAIMS	109,070.68
			611-09-50101-155-527	04/20/12 MED CLAIMS	34,005.22
			611-09-50101-155-527	04/23/12 PHARMACY	24,653.94
			611-09-50101-155-527	04/20/12 PHARMACY	4,099.84
			611-09-50101-155-527	04/23/12 MED CLAIMS	3,673.61
			611-09-50101-155-527	03/12 SHARED SAVING	1,471.75
			611-09-50101-155-527	04/24/12 PHARMACY	654.82
			611-09-50101-155-527	3/12 VOIDS	11.44CR
			611-09-50101-155-527	03/12 FINCL RECOV	13,321.10CR
				..... CHECK TOTAL	164,297.32
116418	4/25	PAUL CONWAY SHIELDS	110-02-52206-367-000	3/12-FD TURNOUT GEAR	310.00
116419	4/25	HUMANA INSURANCE CO	611-09-50101-155-517	05/12 PREMIUM	90,602.04
			611-09-50101-155-518	05/12 PREMIUM	30,526.34
			611-09-50101-155-519	05/12 PREMIUM	3,710.81
			611-09-50101-155-518	04/12 ADJ	5.22
			611-09-50101-155-518	05/12 PREMIUM	39.15CR
			611-09-50101-155-519	04/12 ADJ	43.30CR
			611-09-50101-155-518	04/12 ADJ	356.20CR
			611-09-50101-155-517	04/12 ADJ	1,057.20CR
				..... CHECK TOTAL	123,348.56
116420	4/25	US CELLULAR	206-02-52205-226-000	04/12 FD-CELL SERVC	134.55
			110-02-52102-226-000	04/12 PD-CELL SERVC	120.00
			110-02-52102-226-000	04/12 PD-CELL AIRTM	118.58
			206-02-52205-226-000	04/12 FD-CELL AIRTM	49.13
			110-01-51801-226-000	04/12 MB-CELL AIRTM	43.64
			110-05-55109-226-000	04/12 PA-CELL AIRTM	35.30
			110-02-52103-226-000	04/12 PD-CELL AIRTM	29.85
			110-02-52103-226-000	04/12 PD-CELL SERVC	24.00
			110-02-52108-226-000	04/12 PD-CELL AIRTM	14.87
			110-05-55101-226-000	04/12 PA-CELL/AIRTM	13.40
			110-05-55102-226-000	04/12 PA-CELL AIRTM	9.03
			110-05-55109-226-000	04/12 PA-CELL SERVC	9.00
			110-02-52101-226-000	04/12 PD-CELL AIRTM	6.50
			110-01-51801-226-000	04/12 MB-CELL SERVC	6.00
			110-05-55111-226-000	04/12 PA-CELL SERVC	3.00
			110-05-55102-226-000	04/12 PA-CELL SERVC	3.00
			110-02-52108-226-000	04/12 PD-CELL SERVC	3.00
			110-02-52101-226-000	04/12 PD-CELL SERVC	3.00
			110-05-55111-226-000	04/12 PA-CELL AIRTM	1.51
				..... CHECK TOTAL	627.36

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116421	4/25	CUMMINS NPOWER, LLC	520-09-50201-347-000	03/12 TD PARTS/SERVI	316.77
116422	4/25	WASTE MANAGEMENT OF WI	110-03-53117-253-416	04/12 946.07 TONS	21,589.31
			110-03-53117-253-416	04/12 WDNR TONNAGE	12,298.91
			110-03-53117-253-417	04/12 90.76 TONS	2,071.14
			110-03-53117-253-417	04/12 12 CMPCT PULLS	1,966.20
			110-03-53117-253-416	04/12 FUEL SURCHARGE	1,691.01
			110-03-53117-253-417	04/12 WDNR TONNAGE	1,179.87
			501-09-50105-253-000	04/12 23.47 TONS	535.59
			110-03-53117-253-417	04/12 FUEL SURCHARGE	317.58
			501-09-50105-253-000	04/12 WDNR TONNAGE	305.11
			110-03-53117-253-416	04/12 ENVIRO SURCHG	288.00
			110-03-53117-253-417	04/12 ENVIRO SURCHG	72.00
			501-09-50105-253-000	04/12 FUEL SURCHARGE	44.19
			501-09-50105-253-000	04/12 ENVIRO SURCHG	36.00
				..... CHECK TOTAL	42,394.91
116423	4/25	STIPPICH, SELIN & CAIN, LLC	110-01-50101-219-000	3/12 OUTSIDE COUNSEL	1,216.00
116424	4/25	PALMEN MOTORS	630-09-50101-393-000	PARTS/FLEET 2676	37.92
			630-09-50101-393-000	PARTS/FLEET 2676	14.96
				..... CHECK TOTAL	52.88
116425	4/25	HARPE DEVELOPMENT LLC	758-09-50104-259-851	DRAW 1-6638 16TH AVE	25,124.94
			758-09-50103-259-851	DRAW 1-1414 59TH ST	22,459.44
				..... CHECK TOTAL	47,584.38
116426	4/25	JENSEN TOWING	110-02-52103-219-000	04/12 12-046220 TOW	45.00
116427	4/25	REGISTER OF DEEDS	250-06-50559-259-000	SATISFY/MORTGAGE	30.00
116428	4/25	KIEFT BROTHERS INC.	501-09-50105-359-000	03/12 STORM SWR PIPE	2,534.40
			501-09-50105-359-000	03/12 STORM SWR PIPE	2,163.20
				..... CHECK TOTAL	4,697.60
116429	4/25	INSTY-PRINTS	524-05-50101-311-000	04/12-GOLF CART RNTL	145.81
			110-01-51901-311-000	03/12 VOTE HERE SGN	125.00
			110-01-51901-311-000	04/12 VOTE HERE SGN	75.00
				..... CHECK TOTAL	345.81

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116430	4/25	A SUMMER'S GARDEN FLORIST	222-09-50101-259-908	MISS AMERICA 3/15	82.95
116431	4/25	SHI	422-11-51202-532-000	COMPUTER UPGRADE	69,642.81
116432	4/25	FASTENAL COMPANY	110-05-55109-361-000 110-03-53109-375-000	04/12 PA TOOLS/MATER 03/12 ST TOOLS/MATER ..... CHECK TOTAL	36.47 13.46 49.93
116433	4/25	HUMANA SPECIALTY BENEFITS	110-00-21538-000-000	04/12 DEDUCTIONS	297.09
116434	4/25	EXPRESS EMPLOYMENT PROFF	110-01-51201-219-000 110-01-51201-219-000 110-01-51201-219-000	04/12 CT TEMPORARY H 03/12 CT TEMPORARY H 04/12 CT TEMPORARY H ..... CHECK TOTAL	757.20 757.20 624.69 2,139.09
116435	4/25	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	3/12-BUS PARTS	176.96
116436	4/25	MENARDS (KENOSHA)	520-09-50201-246-000 110-05-55109-389-000 110-03-53103-389-000 110-05-55109-361-000 110-03-53107-389-000 110-01-51901-311-000 110-01-51901-311-000 110-03-53109-389-000 110-05-55109-246-000 110-05-55109-246-000	3/12-TD MERCHANDISE 3/12-PA MERCHANDISE 3/12-ST MERCHANDISE 3/12-PA MERCHANDISE 3/12-ST MERCHANDISE 3/12-CT MERCHANDISE 3/12-CT MERCHANDISE 3/12-ST MERCHANDISE 3/12-PA MERCHANDISE 3/12-PA MERCHANDISE ..... CHECK TOTAL	137.70 131.82 59.82 44.12 38.45 24.42 22.60 19.98 6.64 1.77 487.32
116437	4/25	AMERICAN PUBLIC WORKS ASSOC	501-09-50101-264-000	MEMBER/CHAPTER DUES	170.00
116438	4/25	HALLMAN LINDSAY	110-05-55104-249-000	03/12 PAINT/PRODUCTS	299.60
116439	4/25	FIRST ASSEMBLY OF GOD	110-01-51901-283-000	2 ELECTIONS	50.00
116440	4/25	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	04/12 TD RADIATOR SE	2,023.75
116441	4/25	LASER NET INC	110-01-51306-312-000	POSTAGE ASSESS NOTC	11,600.00
116442	4/25	COPY CENTER	761-09-50101-311-000	2012 EXPO FLYER/FRM	40.15

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116443	4/25	KENOSHA COUNTY TREASURER	110-00-21910-999-000	3/12 FEES COLLECTED	12,358.61
			110-00-21901-999-000	3/12 FEES COLLECTED	2,663.08
			110-00-21910-999-000	3/12 FEES COLLECTED	322.50
				..... CHECK TOTAL	15,344.19
116444	4/25	EZ PACK N SHIP ETC, INC	520-09-50106-311-000	3/12-TD UPS SERVICES	102.71
			110-01-51306-312-000	3/12-PD UPS SERVICES	27.15
			110-01-51306-312-000	3/12-FD UPS SERVICES	18.50
				..... CHECK TOTAL	148.36
116445	4/25	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	03/12 FD MEDICAL SUP	175.59
			206-02-52205-318-000	04/12 FD MEDICAL SUP	109.90
			206-02-52205-318-000	04/12 FD MEDICAL SUP	54.95
				..... CHECK TOTAL	340.44
116446	4/25	HUMANA HEALTH CARE PLANS	110-00-21109-000-000	CK 11736388 ERROR	368.06
116447	4/25	URBAN LEAGUE OF RACINE AND	290-06-50602-259-000	#5414175 SUBGR AGMT	563.76
116448	4/25	MILWAUKEE SPRING &	630-09-50101-393-000	03/12 #1959 PARTS &	927.54
			630-09-50101-393-000	03/12 #1959 PARTS &	130.81
				..... CHECK TOTAL	1,058.35
116449	4/25	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	RENEW- D. SANTELLI	75.00
116450	4/25	MESSIAH LUTHERAN CHURCH	110-01-51901-283-000	2 ELECTIONS	80.00
116451	4/25	SPEEDWAY LLC	110-00-44709-000-000	BARTENDER LICENSE	50.00
116452	4/25	PROCESSWORKS, INC.	110-09-56310-219-000	03/12 ADMIN CHGS	184.04
			110-09-56310-219-000	02/12 ADMIN CHGS	184.04
				..... CHECK TOTAL	368.08
116453	4/25	SENIOR CITIZEN CENTER	110-01-51901-283-000	2 ELECTIONS	99.00
116454	4/25	BRUCE MUNICIPAL EQUIPMENT	110-03-53116-344-000	PERFORM REPAIRS	3,769.84
116455	4/25	AIRGAS NORTH CENTRAL	110-05-55109-344-000	03/12 PA-INDSTL GAS	55.23
			520-09-50201-317-000	03/12 TD-INDSTL GAS	48.16
			520-09-50201-317-000	03/12 TD-INDSTL GAS	45.20
			521-09-50101-344-000	03/12 AR-INDSTL GAS	15.06
				..... CHECK TOTAL	163.65

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116456	4/25	RED THE UNIFORM TAILOR	110-02-52103-367-000	03/12 POLICE UNIFORM	463.20
116457	4/25	AVI SYSTEMS, INC	761-09-50101-230-000 760-09-50101-369-000	KCM EQUIP REPAIRS 2 MICROPHONES ..... CHECK TOTAL	778.73 542.33 1,321.06
116458	4/25	DOUBLE D CONSTRUCTION INC	758-09-50107-259-851	DRAW 4-2103 45 ST	28,485.00
116459	4/25	JANTZ CLUB	110-01-51901-283-000	2 ELECTIONS	50.00
116460	4/25	IOD INCORPORATED	110-02-52102-219-000	12-047744 RECORDS	56.40
116461	4/25	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 ..... CHECK TOTAL	3/8/12 W/C 3/13/12 W/C 2/21/12 W/C 2/15/12 W/C 2/24/12 W/C 3/12/12 W/C 2/20/12 W/C 2/20/12 W/C 2/20/12 W/C 2/20/12 W/C 2/20/12 W/C ..... CHECK TOTAL	9,398.98 2,607.48 407.44 407.44 315.04 251.68 251.68 169.84 62.48 61.60 13,933.66
116462	4/25	GENEX SERVICES INC	110-09-56405-161-000	3/19-29/12 W/C	486.54
116463	4/25	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 ..... CHECK TOTAL	2/21-23/12 W/C 3/12/12 W/C 2/23-29/12 W/C 3/7/12 W/C 3/7/12 W/C ..... CHECK TOTAL	623.27 534.24 490.99 433.81 31.73 2,114.04
116464	4/25	PADDOCK LAKE FAMILY PRACTICE	110-09-56405-161-000	3/1/12 W/C	233.75
116465	4/25	ENGEL, MICHAEL DPM	110-09-56405-161-000	3/16/12 W/C	47.90
116466	4/25	KENOSHA UNIFIED SCHOOL DIST.	110-00-21802-000-000	04/12 TAX SETTLEMNT	747,357.22
116467	4/25	KENOSHA COUNTY TREASURER	110-00-21801-000-000 110-00-21809-000-000 ..... CHECK TOTAL	04/12 TAX SETTLEMNT 04/12 TAX SETTLEMNT ..... CHECK TOTAL	312,090.83 12,756.00 324,846.83

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116468	4/25	HOPE COUNCIL, INC	290-06-50610-259-000	#5414173 SUBGR AGMT	1,342.40
116469	4/25	RODRIGUEZ, EVELYN	110-00-45103-000-000	FINE PYMT V319095	30.00
			110-00-45104-000-000	FINE PYMT V319095	28.00
			110-00-21911-000-000	FINE PYMT V319095	13.00
			110-00-21910-000-000	FINE PYMT V319095	10.00
			110-00-21901-000-000	FINE PYMT V319095	7.80
				..... CHECK TOTAL	88.80
116470	4/25	CALDWELL, TALINA J	110-00-45103-000-000	FINE PYMT V714244	50.00
			110-00-45104-000-000	FINE PYMT V714244	28.00
			110-00-21911-000-000	FINE PYMT V714244	13.00
			110-00-21901-000-000	FINE PYMT V714244	13.00
			110-00-21910-000-000	FINE PYMT V714244	10.00
			110-01-52001-219-000	SERV FEE/ GPS	3.99
				..... CHECK TOTAL	117.99
116471	4/25	HILL, ROBERT JR	110-00-46394-000-000	APPLIANCE STICKER	15.00
116472	4/25	O'CONNELL, BRIAN	110-01-51303-261-000	4/16-17 48.4 MILES	26.86
116473	4/25	CORONADO, SYLVIA	110-01-51303-261-000	4/16-17 44 MILES	24.42
116474	4/25	THRASHER, SARA L	110-00-21904-000-000	CASH BOND #V251483	10.00
116475	4/25	TOTO, KRISTINA S	110-00-45103-000-000	FINE PMT #V713470	30.00
			110-00-45104-000-000	FINE PMT #V713470	28.00
			110-00-21911-000-000	FINE PMT #V713470	13.00
			110-00-21910-000-000	FINE PMT #V713470	10.00
			110-00-21901-000-000	FINE PMT #V713470	7.80
				..... CHECK TOTAL	88.80
116476	4/25	BRUMMELKAMP, CHANELL	110-00-21109-000-000	COURT PMT #P708080	30.00
116477	4/25	SHAINDLIN, ISABEL	110-00-44709-000-000	BARTENDER LICENSE	50.00
116478	4/25	RAMOS, SONIA	110-00-46588-000-000	CANCEL RENTAL	50.00
116479	4/25	GROGAN, JUNE	110-00-21905-000-000	ORIBILETTI-4/15/12	100.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116480	4/25	LOEWEN, SHARON	110-00-21905-000-000	BEACH HOUSE-4/15/12	300.00
116481	4/25	MODORY, MAUREEN	110-00-21905-000-000	ORIBILETTI-4/14/12	100.00
116482	4/25	ROSALES, GORETI	110-00-46580-000-000	DEPOSIT/RENTAL	160.00
			110-00-21905-000-000	DEPOSIT/RENTAL	100.00
				..... CHECK TOTAL	260.00
116483	4/25	BLISE, PAULA	110-01-51601-261-000	03/12 770 MILES	427.35
116484	4/25	SALAS, DEBRA	110-01-50101-311-000	COUNCIL CERTS	84.20
			110-01-51901-263-000	4/13 RECOUNT EXPENSE	47.55
				..... CHECK TOTAL	131.75
116485	4/25	LATTERGRASS, PAULA	110-01-51301-311-000	COMMENDATION FRAMES	47.30
116486	4/25	KRYSTOWIAK, PETER	110-01-50901-261-000	310 MILES-WIS DELLS	172.05
116487	4/25	CALLOVI, MICHAEL	110-01-51601-261-000	1-3/12 122 MILES	67.71
116488	4/25	SINANI, ASLLAN	110-02-52102-367-000	2012 CLOTHING ALLOW	400.00
116489	4/25	HONEYAGER, CATHY	501-09-50101-263-000	4/16-18 APPLETON	178.00
			501-09-50101-261-000	4/16-18 APPLETON	162.25
				..... CHECK TOTAL	340.25
116490	4/25	ABONGWA, CLEMENT	631-09-50101-363-000	TRAFFIC CNT ADAPTER	90.73
116491	4/25	JORDAN, WILLIAM	520-09-50101-367-000	2012 UNIFORM ALLOW	121.33
116492	4/25	BUSSE, MICHAEL	110-09-56405-166-000	4/03-5/03/12 PPD	1,308.67
116493	4/25	STEIN, GARY	611-00-21105-000-000	ORTHO REIMBURSE	110.00
116494	4/25	BUCKLEY-HUNTER, LAVETTA	110-01-51303-263-000	4/16-17 PANEL MEAL	115.81
116495	4/27	EDM PUBLISHERS	110-02-52201-322-000	RENEW LEGAL BRIEFS	98.76
116496	4/27	NEW FLYER	520-09-50201-347-000	4/12-BUS PARTS	102.12

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116497	4/27	GODFREY & KAHN, SC	420-11-51104-219-000	2/12 CHRYSLER	13,092.50
116498	4/27	HWY C SERVICE	501-09-50106-369-000	POLE PRUNER	1,038.00
			110-05-55109-344-000	4/12-PA SERVICE/PART	20.85
			110-05-55109-344-000	4/12-PA SERVICE/PART	14.16
				..... CHECK TOTAL	1,073.01
116499	4/27	ICMA RETIREMENT TRUST	110-00-21572-000-000	04/16-30/12 CONTRIB	47,803.78
			110-00-21599-000-000	04/16-30/12 CONTRIB	4,860.00
				..... CHECK TOTAL	52,663.78
116500	4/27	CARDINAL HEALTH	206-02-52205-318-000	04/12 MEDICAL SUPPL	553.71
			206-02-52205-318-000	03/12 MEDICAL SUPPL	324.45
			206-02-52205-318-000	04/12 MEDICAL SUPPL	258.94
			206-02-52205-318-000	04/12 MEDICAL SUPPL	136.09
			206-02-52205-318-000	04/12 MEDICAL SUPPL	108.68
			206-02-52205-318-000	04/12 RETURN	186.72CR
				..... CHECK TOTAL	1,195.15
116501	4/27	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	4/12-SW CONCRETE/MAT	3,038.50
116502	4/27	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/27/12 CITY HRLY	12,616.74
			110-00-21562-000-000	04/27/12 WATER HRLY	3,219.60
				..... CHECK TOTAL	15,836.34
116503	4/27	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	04/30/12 CITY SAL	42,301.79
			110-00-21562-000-000	04/30/12 WATER SAL	7,289.50
			110-00-21562-000-000	04/30/12 LIBRARY SAL	6,475.00
				..... CHECK TOTAL	56,066.29
116504	4/27	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	04/27/12 CITY HRLY	492.59
			110-00-21553-000-000	04/27/12 WATER HRLY	239.71
			110-00-21553-000-000	04/27/12 MUSEUM HRLY	22.84
				..... CHECK TOTAL	755.14
116505	4/27	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	04/30/12 CITY SAL	203.61
			110-00-21553-000-000	04/30/12 WATER SAL	49.36
				..... CHECK TOTAL	252.97
116506	4/27	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	04/12 ANIMAL CONTRL	11,689.78

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51802-222-000	#17 912 35 ST	10.06
				..... CHECK TOTAL	8,889.24
116514	4/27	WE ENERGIES	758-09-50107-259-851	2/22-3/22/12 UTILS	96.95
			758-09-50110-259-850	2/26-3/26/12 UTILS	91.13
			286-06-50209-259-000	#5404483 UTILITIES	71.50
			286-06-50210-259-000	#5411843 UTILITIES	50.03
			286-06-50212-259-000	#5411961 UTILITIES	44.25
			286-06-50216-259-000	#5411400 UTILITIES	44.07
			758-09-50106-259-850	3/12-4/11/12 UTILS	44.06
			286-06-50209-259-000	#5416008 UTILITIES	40.13
			286-06-50213-259-000	#5411394 UTILITIES	38.86
			284-06-50202-259-000	35415721 UTILITIES	37.96
			286-06-50205-259-000	#5411945 UTILITIES	37.84
			286-06-50208-259-000	#5415729 UTILITIES	37.56
			286-06-50211-259-000	#5411940 UTILITIES	36.52
			286-06-50207-259-000	#5415726 UTILITIES	36.36
			286-06-50215-259-000	#5411401 UTILITIES	35.92
			286-06-50202-259-000	#5411851 UTILITIES	35.32
			286-06-50203-259-000	#5411974 UTILITIES	35.05
				..... CHECK TOTAL	813.51
116515	4/27	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	04/30/12 DEDUCTION	208.40
116516	4/27	UNITED STATES TREASURY	110-00-21581-000-000	04/27/12 DEDUCTION	20.00
116517	4/27	REINDERS INC.	524-05-50101-353-000	PRODUCT 21-0-4W	1,665.00
			524-05-50101-353-000	FERTILZER	1,198.75
			630-09-50101-393-000	PARTS FOR STOCK	941.28
			630-09-50101-393-000	4/12-CE PARTS/SERVIC	508.47
			521-09-50101-344-000	3/12-AR MAINTENANCE	499.71
			524-05-50101-353-000	DACONIL ULTREX	465.00
			524-05-50101-353-000	INSECTICIDE	441.92
			630-09-50101-393-000	3/12-CE PARTS/SERVIC	300.42
			524-05-50101-353-000	STRESS PHITER	200.00
			524-05-50101-353-000	MAINSAIL	199.21
			524-05-50101-353-000	CHIPCO 26019	171.04
			630-09-50101-393-000	3/12-CE PARTS/SERVIC	65.69
			524-05-50101-353-000	PRICING CORRECTION	221.90CR
				..... CHECK TOTAL	6,434.59

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116547	4/27	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	04/27/12 DEDUCTION	37.63
116548	4/27	BARNES DISTRIBUTION	110-02-52203-344-000	04/12 FD SUPPLIES/RE	176.44
116549	4/27	WISCONSIN COUNCIL 40	110-00-21553-000-000	04/27/12 CITY HRLY	2,930.55
			110-00-21553-000-000	04/27/12 WATER HRLY	1,395.45
			110-00-21553-000-000	04/30/12 CITY SAL	1,143.45
			110-00-21553-000-000	04/30/12 WATER SAL	277.20
			110-00-21553-000-000	04/27/12 MUSEUM HRLY	226.80
				..... CHECK TOTAL	5,973.45
116550	4/27	LETTERING MACHINE	110-02-52206-367-000	04/12 FD- TEES	2,176.00
			110-02-52206-367-000	04/12 FD - TEES	500.00
			110-02-52206-367-000	04/12 FD - TEES	408.00
			110-02-52206-367-000	04/12 FD - TEES	232.00
			110-02-52206-367-000	04/12 FD CLOTHING	54.00
				..... CHECK TOTAL	3,370.00
116551	4/27	BOGDALA, DAVID	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116552	4/27	BOSTROM, STEVE	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116553	4/27	HAUGAARD, ERIC	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116554	4/27	JULIANA, PATRICK	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116555	4/27	LAMACCHIA, ROCCO	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116556	4/27	MICHALSKI, JAN	110-01-50101-265-000	04/16-30/12 REIMB	44.00
116557	4/27	OHNSTAD, TOD	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116558	4/27	ORTH, MICHAEL	110-01-50101-265-000	04/16-30/12 REIMBU	65.00
116559	4/27	PROZANSKI, DANIEL	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116560	4/27	RUFFOLO, G JOHN	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116561	4/27	PELION BENEFITS, INC.	110-00-21517-000-000	04/16-30/12 DEDUCTS	1,776.50

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116562	4/27	INTERNATIONAL PERSONNEL	110-01-51303-219-000	SR PATROL TESTS	133.00
116563	4/27	WIS DEPT OF FINANCIAL INST	110-05-55101-311-000	RENEWAL M. DURKEE	20.00
116564	4/27	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	HEATER REPAIR	1,215.00
116565	4/27	JOHNSON BANK	110-00-21532-000-000	04/27/12 CITY HRLY	720.39
			110-00-21532-000-000	04/27/12 WATER HRLY	499.62
				..... CHECK TOTAL	1,220.01
116566	4/27	JOHNSON BANK	110-00-21532-000-000	04/30/12 CITY SAL	8,032.01
			110-00-21532-000-000	04/30/12 WATER SAL	2,471.24
			110-00-21532-000-000	04/30/12 MUSEUM SAL	1,439.17
				..... CHECK TOTAL	11,942.42
116567	4/27	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	GRANGER DOL 7/6/10	869.00
116568	4/27	DIRECT TECHNOLOGY GROUP	110-01-51901-369-000	2 WASP WLR SCANNERS	347.00
116569	4/27	MIDWEST GANG INVESTIGATORS	110-02-52107-264-000	NOSALIK 5/20-23	275.00
116570	4/27	GORDON, SCOTT	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116571	4/27	MATHEWSON, KEVIN	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116572	4/27	ROSENBERG, KEITH	110-01-50101-265-000	04/16-30/12 REIMB	65.00
116573	4/27	CDW-G	110-01-51102-539-000	04/12 DP COMPUTER EQ	12.01
116574	4/27	CHAPTER 13 TRUSTEE	110-00-21581-000-000	04/30/12 DEDUCTION	545.00
			110-00-21581-000-000	04/30/12 DEDUCTION	419.00
			110-00-21581-000-000	04/30/12 DEDUCTION	283.00
			110-00-21581-000-000	04/27/12 DEDUCTION	174.00
				..... CHECK TOTAL	1,421.00
116575	4/27	KENO'S COLLISIONTEK	110-02-52103-344-000	REPAIR SQUAD#2975	2,401.31
116576	4/27	WAUSAU EQUIPMENT CO.	521-09-50101-344-000	PLOW PARTS	2,853.73
			630-09-50101-393-000	4/12-CE PARTS/MATERI	52.17
				..... CHECK TOTAL	2,905.90

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116577	4/27	MENARDS (KENOSHA)	520-09-50201-347-000	3/12-TD MERCHANDISE	75.92
			110-05-55109-244-000	4/12-PA MERCHANDISE	64.36
			524-05-50101-353-000	3/12-GO MERCHANDISE	52.97
			110-03-53109-361-000	4/12-ST MERCHANDISE	43.25
			521-09-50101-382-000	3/12-AR MERCHANDISE	40.65
			110-03-53117-246-000	3/12-WA MERCHANDISE	36.20
			524-05-50101-249-000	3/12-GO MERCHANDISE	32.23
			521-09-50101-246-000	3/12-AR MERCHANDISE	28.97
			110-02-52203-357-000	3/12-FD#5 MERCHANDIS	27.06
			521-09-50101-249-000	3/12-AR MERCHANDISE	23.99
			524-05-50101-398-000	3/12-GO MERCHANDISE	22.63
			110-02-52203-382-000	3/12-FD#5 MERCHANDIS	22.60
			110-03-53103-389-000	4/12-ST MERCHANDISE	21.33
				..... CHECK TOTAL	492.16
116578	4/27	SUTPHEN CORPORATION	110-02-52203-344-000	4/12-FD ENG#6 PARTS	387.79
			110-02-52203-344-000	4/12-FD#5 PARTS/SERV	217.12
				..... CHECK TOTAL	604.91
116579	4/27	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	4/12-RENTAL/SCREENER	4,100.00
116580	4/27	WIS SCTF	110-00-21581-000-000	04/30/12 SAL DEDUCT	9,276.55
			110-00-21581-000-000	04/27/12 HRLY DEDCT	651.99
				..... CHECK TOTAL	9,928.54
116581	4/27	KENOSHA COUNTY	110-09-56501-259-567	CH 26 ORD CLEAN-UPS	3,886.88
116582	4/27	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	04/30/12 DEDUCTION	278.00
116583	4/27	TIME WARNER CABLE	110-01-51102-233-000	4/17-5/16 CITY HALL	355.00
			110-01-51102-233-000	4/19-5/18 STORES GAR	139.95
				..... CHECK TOTAL	494.95
116584	4/27	CORECOMM/INTERNET SERVICES	110-01-51102-233-000	LINUX-E-COMM SERVC	359.40
116585	4/27	ENVIRONMENTAL SYSTEMS	501-09-50103-233-000	ARCINFO MAINTENANCE	3,000.00
			501-09-50103-233-000	ARCINFO MAINTENANCE	1,800.00
			631-09-50101-233-000	ARCINFO MAINTENANCE	1,099.54
			501-09-50103-233-000	ARCVIEW MAINTENANCE	400.00
				..... CHECK TOTAL	6,299.54

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116586	4/27	CMRS/PITNEY BOWES	110-01-51306-312-000	4/26/12 WIRE TRANS	10,000.00
116587	4/27	JKR SURVEYING, INC	758-09-50103-259-851	RETAKE GARAGE	175.00
116588	4/27	INLAND POWER GROUP	520-09-50106-341-000	2 DRUMS TRANS FLUID	3,180.00
116589	4/27	UNITED RENTALS	501-09-50105-579-000	HAND-HELD CORE DRIL	2,832.54
			501-09-50105-579-000	BIT, CORE 8"	740.96
			501-09-50105-579-000	BIT, CORE 6"	398.46
			501-09-50105-579-000	BIT, CORE 5"	347.78
			501-09-50105-579-000	BIT, CORE 4"	275.30
			501-09-50105-579-000	BIT, CORE 3"	210.08
			501-09-50105-579-000	BIT, CORE 2"	137.62
				..... CHECK TOTAL	4,942.74
116590	4/27	CLEANCO	633-09-50101-243-000	04/12 JANITORIAL SRV	970.25
116591	4/27	GILLIG CORPORATION	520-09-50201-347-000	RADIATOR	4,215.98
116592	4/27	NEW WAVE	110-02-52203-344-000	CAR 81 BUMPER	400.00
			110-02-52206-344-000	2006 SIERRA REPAIR	300.00
				..... CHECK TOTAL	700.00
116593	4/27	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	03/12 FD#7 CONSUMBL	761.30
			110-02-52203-382-000	03/12 FD#4 CONSUMBL	369.15
			110-02-52203-382-000	03/12 FD#6 CONSUMBL	215.35
			110-02-52203-382-000	03/12 FD#4 CONSUMLB	124.40
			110-02-52203-382-000	03/12 FD#4 CONSUMBL	113.00
			110-02-52203-382-000	03/12 FD#4 CONSUMBL	99.40
				..... CHECK TOTAL	1,682.60
116594	4/27	PROCESSWORKS INC.	110-00-21578-000-000	4/24/12 CHECK REG	399.99
			110-00-21578-000-000	2011 EXPENSE	17.30
				..... CHECK TOTAL	417.29
116595	4/27	RIMKUS, JASON	761-09-50101-111-000	04/16-30/12 SERVICE	1,896.02
			761-00-21514-000-000	04/16-30/12 SERVICE	27.50CR
			761-00-21511-000-000	04/16-30/12 SERVICE	79.64CR
			761-00-21599-000-000	04/16-30/12 SERVICE	94.80CR
			761-00-21512-000-000	04/16-30/12 SERVICE	106.70CR
			761-00-21513-000-000	04/16-30/12 SERVICE	225.00CR
				..... CHECK TOTAL	1,362.38

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116596	4/27	PIRO, RALPH	761-09-50101-111-000	04/16-30/12 SERVICE	898.48
			761-00-21514-000-000	04/16-30/12 SERVICE	13.03CR
			761-00-21599-000-000	04/16-30/12 SERVICE	25.00CR
			761-00-21511-000-000	04/16-30/12 SERVICE	37.74CR
			761-00-21512-000-000	04/16-30/12 SERVICE	39.30CR
			761-00-21513-000-000	04/16-30/12 SERVICE	75.00CR
				..... CHECK TOTAL	708.41
116597	4/27	IAFF/NATIONWIDE	110-00-21574-000-000	04/16-30/12 CONTRIB	18,343.00
116598	4/27	AIRGAS NORTH CENTRAL	632-09-50101-389-000	03/12 CE-INDSTL GAS	145.63
			206-02-52205-389-000	03/12 FD#4 OXYGEN CL	55.24
			206-02-52205-344-000	03/12 FD#4 OXYGEN CL	25.10
			206-02-52205-389-000	03/12 FD#7 OXYGEN CL	20.09
			206-02-52205-389-000	03/12 FD#3 OXYGEN CL	20.09
			206-02-52205-344-000	03/12 FD#7 OXYGEN CL	20.09
			110-03-53103-355-000	03/12 ST-INDSTL GAS	11.50
				..... CHECK TOTAL	297.74
116599	4/27	G2 PRINTING SOLUTIONS	501-09-50102-219-000	04/12 YARDWASTE CPN	212.72
116600	4/27	RED THE UNIFORM TAILOR	520-09-50101-367-000	03/12 TD-UNIFORM ITM	514.20
			110-02-52103-367-000	04/12 POLICE UNIFORM	181.80
			110-02-52103-367-000	04/12 POLICE UNIFORM	139.90
			110-02-52103-367-000	04/12 POLICE UNIFORM	116.88
			110-02-52103-367-000	04/12 POLICE UNIFORM	116.88
			110-02-52103-367-000	04/12 POLICE UNIFORM	116.88
			110-02-52103-367-000	04/12 POLICE UNIFORM	116.88
			110-02-52103-367-000	04/12 POLICE UNIFORM	116.88
			110-02-52103-367-000	04/12 POLICE UNIFORM	116.88
			110-02-52103-367-000	04/12 POLICE UNIFORM	85.90
			110-02-52103-367-000	04/12 POLICE UNIFORM	85.90
			520-09-50101-367-000	04/12 TD-UNIFORM ITM	51.90
			110-02-52103-367-000	04/12 POLICE UNIFORM	10.95
			520-09-50101-367-000	04/12 TD-RETURN	45.90CR
			520-09-50101-367-000	04/12 TD-RETURN	50.50CR
				..... CHECK TOTAL	1,558.55
116601	4/27	AVI SYSTEMS, INC	722-00-21988-000-000	REPLACE MECHANISM	450.00
116602	4/27	CITIBANK (SOUTH DAKOTA) NA	110-00-21581-000-000	04/30/12 DEDUCTION	635.91

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116603	4/27	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	04/16-30/12 CONTRIB	7,904.78
116604	4/27	CLARK DIETZ, INC	409-11-50903-219-000	10/28-11/25 CONSTR	30.00
116605	4/27	BALL HORTICULTURE CO	110-05-55103-353-000	04/12 PA FLOWERS, PL	1,015.24
			110-05-55103-353-000	04/12 PA FLOWERS, PL	649.68
			110-05-55103-353-000	04/12 PA FLOWERS, PL	167.54
			110-05-55103-353-000	04/12 PA FLOWERS, PL	134.38
				..... CHECK TOTAL	1,966.84
116606	4/27	APEX ALARM SYSTEMS INC.	110-02-52110-219-000	5/12-4/13 MONITORING	436.20
116607	4/27	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	3/14/12 W/C	88.40
116608	4/27	SOUTHPORT REHAB ASSOC, INC	110-09-56405-161-000	3/20/12 W/C	429.25
			110-09-56405-161-000	3/22/12 W/C	25.50
				..... CHECK TOTAL	454.75
116609	4/27	UHS PHYSICIAN CLINIC	110-09-56405-161-000	3/21/12 W/C	102.00
116610	4/27	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	3/7/12 W/C	74.80
			110-09-56405-161-000	3/1/12 W/C	71.40
				..... CHECK TOTAL	146.20
116611	4/27	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	3/1/12 W/C	252.45
116612	4/27	AURORA HEALTH CARE	110-09-56405-161-000	3/8/12 W/C	872.96
			110-09-56405-161-000	1/30/12 W/C	251.68
			110-09-56405-161-000	1/16/12 W/C	204.16
			110-09-56405-161-000	2/13/12 W/C	169.84
				..... CHECK TOTAL	1,498.64
116613	4/27	WHEATON FRANCISCAN MED GROUP	110-09-56405-161-000	3/8/12 W/C	267.52
116614	4/27	GENEX SERVICES INC	520-09-50101-161-000	4/6-12/12 W/C	186.63
			110-09-56405-161-000	3/22-4/20/12 W/C	155.80
				..... CHECK TOTAL	342.43
116615	4/27	SOUTH SHORE ORTHOPEDIC SURG.	110-09-56405-161-000	3/9/12 W/C	88.37

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
116616	4/27	ARTHRITIS CLINIC	110-09-56405-161-000	4/12/12 W/C	50.00
116617	4/27	BLANKENHEIM SERVICES	110-09-56405-161-000	3/9-13/12 W/C	738.12
			110-09-56405-161-000	3/13-14/12 W/C	373.39
				..... CHECK TOTAL	1,111.51
116618	4/27	DENAMUR, CHAD DPM	110-09-56405-161-000	3/9/12 W/C	47.90
116619	4/27	EDITRAN	520-09-50101-161-000	4/3/12 W/C	48.24
116620	4/27	FIREHOUSE PERFORMANCE	110-02-52103-344-000	04/12 PD TIRES AND S	89.98
116621	4/27	DRURY INN & SUITES	110-02-52203-263-000	3 FOR 4/30-5/03/12	343.20
116622	4/27	BOATHOUSE PUB & EATERY, INC	110-01-51301-263-000	4/17 COUNCIL ORG MTG	162.51
116623	4/27	REHM, STEVEN & CYNTHIA	110-00-21106-000-000	2011 RE TAX OVERPAY	61.95
116624	4/27	FINCH-DIMITRIJEVIC, JANICE	110-00-21106-000-000	2011 TAX-7603 38 AVE	55.11
116625	4/27	WAMBOLDT, JEFFREY	611-00-21105-000-000	ORTHO REIMBURSE	1,080.00
116626	4/27	SHERWOOD, ERIC	110-01-51303-144-000	2012 SPRING TUITION	341.07
116627	4/27	DECKER, JACK A	611-00-21105-000-000	ORTHO REIMBURSE	625.00
116628	4/27	WHAPLES, KATIE	501-09-50101-263-000	4/12-13/12 MADISON	220.46
			501-09-50101-261-000	4/12-13/12 MADISON	166.65
				..... CHECK TOTAL	387.11
GRAND TOTAL FOR PERIOD *****					4,017,434.83

**SETTLEMENT AND RELEASE AGREEMENT**

THIS SETTLEMENT AND RELEASE AGREEMENT (hereinafter “Agreement”) is made by and between Cities and Villages Mutual Insurance Company (hereinafter “CVMIC”) and the City of Kenosha and the Redevelopment Authority of the City of Kenosha (hereinafter collectively referred to as “the City”).

WHEREAS, the City of Kenosha was sued by Plaintiff Bear Development LLC in the Federal District Court for the Eastern District of Wisconsin in a matter entitled, *Bear Development, LLC v. City of Kenosha and Redevelopment Authority of the City of Kenosha*, Case No.: 2:10-CV-01141 (the “Bear Development Litigation”);

WHEREAS, CVMIC has issued a policy of liability insurance to the City of Kenosha and has agreed to defend the City in the Bear Development litigation subject to a full reservation of rights;

WHEREAS, the City has sought coverage for both defense costs and indemnity payments related to the Bear Development Litigation;

WHEREAS, CVMIC disputes any claim for coverage associated with the City’s claim for defense costs and indemnity related to the Bear Development Litigation; and

WHEREAS, the parties to this Agreement wish to settle and compromise all insurance claims related thereto or related to any of the facts, acts, events, representations, and transactions relating to the Bear Development LLC claim.

THEREFORE, in consideration of the mutual promises herein provided, the parties to this Agreement hereby agree as follows:

1. In consideration of the payment of the sum of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) to the City, the City agrees to fully release and forever discharge

Cities and Villages Mutual Insurance, its future, present and prior officers, directors, employees, dealers, attorneys and related entities, subsidiaries, divisions, and parent companies, together with their respective past, present and future insurers, excess insurers including Chartis, Inc. and the Insurance Company of the State of Pennsylvania, successors, predecessors, parents, subsidiaries, sister corporations as subsidiaries to a common parent, partners, divisions, affiliates, assigns, affiliated persons, corporations and entities (all hereinafter referred to collectively as “CVMIC”) from any and all claims, demands and causes of action for all losses and damages resulting from, arising out of or related in any way to the acts, events, representations, and transactions for the insurance coverage relating to the Bear Development litigation. The City expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which it does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect its decision to enter into this Agreement.

2. In consideration of the release of all claims, demands and causes of action by the City, CVMIC agrees to pay or cause to be paid upon the execution of this Agreement the total sum of Three Hundred and Fifty Thousand and no/100 Dollars (\$350,000.00) to the City in a check made out to “City of Kenosha”

3. All issues were considered in the course of negotiations leading to this Agreement and the City has determined the sum to be paid by CVMIC to be fair and adequate compensation with due regard for such future possibilities.

4. The City acknowledges, represents and warrants that no other person, corporation, or entity, that is not a party to this settlement, has or had any interest in the subject matter of this Agreement and that the sole right and exclusive authority to execute this Agreement and to receive

the payment by CVMIC recited as consideration herein in full settlement of all its claims, or potential claims, against CVMIC.

5. The City expressly acknowledges and agrees that payment by CVMIC herein, cannot, or shall not be construed as an admission of any liability or responsibility by CVMIC but is a compromise of a doubtful and disputed insurance claim, for which CVMIC continues to deny any such liability and disclaim any such responsibility.

6. It is hereby understood and agreed that this Agreement is intended to constitute a full and final release by the City of all of its claims against CVMIC. Pursuant to this Agreement, CVMIC shall in the future be discharged from any and all liability whatsoever, including, without limitation, liability for contribution to and/or indemnification of any other person arising out of the Bear Development Litigation.

7. By this Agreement, the City hereby covenants and agrees to indemnify and hold harmless CVMIC of and from any future or further exposure or payment, including litigation costs and attorneys fees, with reference to the matters set forth in this Agreement. This includes, but is not limited to, any litigation, claim or settlement which may hereafter be instituted, presented or affected by or on behalf of the City or any other person, or by any person or entity seeking contribution, indemnification or subrogation including any attorney lien. It is understood that the intent of this Agreement is that the financial exposure of the CVMIC in regard to the claimed damages suffered by the City has been extinguished. The City will protect and hold CVMIC harmless from any future or further payments, including litigation costs and attorneys fees, or exposure with regard to the matters addressed in this Agreement, no matter what allegations are made in the future against CVMIC. The City agrees to credit and satisfy that portion of the total damages, if any, which may have been caused by CVMIC, as such may be determined in any

litigation, claim or settlement which may hereafter be instituted in connection with the matters addressed in this Agreement.

8. THE CITY DECLARES THAT IT HAS READ THE FOREGOING AGREEMENT, DISCUSSED IT WITH THEIR COUNSEL, RECEIVED COUNSEL APPROVAL, AND FULLY UNDERSTANDS THE TERMS AND THAT THE TERMS STATED HEREIN ARE THE SOLE CONSIDERATION FOR THIS AGREEMENT, AND THAT THE CITY VOLUNTARILY ACCEPTS THESE TERMS AND SUMS FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT, SETTLEMENT AND RELEASE OF ALL CLAIMS DESCRIBED HEREIN, ALL WITHOUT ADMISSION OF LIABILITY ON THE PART OF CVMIC.

CITY OF KENOSHA

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
(Date)

\_\_\_\_\_

I hereby approve the form of this release.

\_\_\_\_\_  
(DATE)

BY: \_\_\_\_\_  
EDWARD ANTARAMIAN  
CITY ATTORNEY FOR THE CITY OF KENOSHA





**Engineering Division**  
Michael M. Lemens, P.E.  
Director/City Engineer  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Parks Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

**DEPARTMENT OF PUBLIC WORKS**  
Michael M. Lemens, P.E., Interim Director

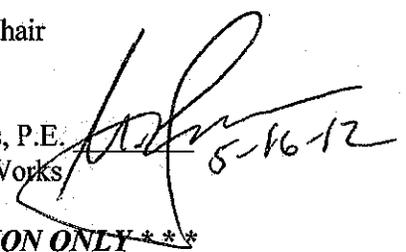
Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

May, 16, 2012

To: Daniel Prozanski, Chair  
Finance Committee

From: Michael M. Lemens, P.E.  
Director of Public Works

Subject: **\*\*\* INFORMATION ONLY \*\*\***  
**Dredging Project**



**BACKGROUND/ANALYSIS**

There have been questions and concerns regarding the status of the dredging project that might be helped with additional information. In the 2011 Capital Improvements Program, the Common Council allocated \$200,000 for the dredging of the main channel. They also planned for an additional \$200,000 in the 2013 Capital Improvements Plan. In 2011, PW-Engineering Division staff began implementing the project and applied for a permit from the Corps of Engineers to place the dredge spoils on the beach at Pennoyer Park. The Corps of Engineers ultimately determined that additional information was required and did not approve the application.

In the meantime, wind and lower water levels have exacerbated the need for the dredging work, and the amount of work that is necessary. Staff re-submitted the application with the additional information, but was approved only for the deposit of the dredge material, not the dewatering on the beach. That work would have required a Chapter 30 permit, along with a public notice process that potentially could have significantly delayed the project. Staff re-designed the project to avoid the need for the Chapter 30 Permit and advertised the project accordingly. The Common Council has since awarded the project. The preconstruction conference with the contractor is scheduled for May 23, 2012 and work is expected to begin on or about May 29, 2012.

**RECOMMENDATION**

FOR INFORMATION ONLY – no action required.

Cc: Alderman Districts 1 and 2.

mml