

AGENDA  
PUBLIC SAFETY & WELFARE COMMITTEE MEETING  
Monday, June 13, 2011  
Kenosha Municipal Building Room 202  
5:00 pm

Chairman: Jesse L. Downing  
Vice Chair: Lawrence Green  
Commissioners: Anthony Kennedy  
Michael J. Orth  
Rocco J. LaMacchia, Sr.

Call to Order  
Roll Call

**A. APPROVAL OF MINUTES**

A-1. Approval of minutes of special meeting held on June 6, 2011.

**B. DEFERRED**

B-1. Proposed Ordinance To Create Section 11.021 Regarding Intimidation of Public Officials.  
*(Deferred from the meeting held on May 9, 2011)*

B-2. Proposed Ordinance To Create Chapter XXIX Entitled "Statement of Economic Interest by City Officers, Employees and Candidates for Elective City Office"; To Repeal and Recreate Subsection 30.06L Regarding Not-for-Profit Affiliations and To Create Section 30.07 Entitled "Statement of Economic Interest". *(Also referred to Finance Committee, Public Works Committee, Stormwater Utility Committee, City Plan Commission, & Licensing/Permit Committee) (Deferred from the meeting held on May 9, 2011)*

**C. REFERRED TO COMMISSION**

C-1. Aldermanic request for Trial for Intersection Yield Control on 63<sup>rd</sup> Street Eastbound at 32<sup>nd</sup> Avenue.  
*(District 11) (Staff recommends approval 90 day trial)*

C-2. Proposed Ordinance To Repeal and Recreate Section 8.04 B. Regarding Certificate of Occupancy Prohibitions, To Create Subsection 8.04 B.2 Regarding Owner's Failure to Obtain a Required Certificate of Occupancy and To Create Subsection 8.04 G Entitled Penalties. *(Also referred to City Plan)*

C-3. Approval of Contracts By and Between Sutphen Corporation of Amlin, Ohio, and the City of Kenosha, Wisconsin for the purchase of the following:  
a. Apparatus and Equipment in the amount of \$603,978.92.  
b. Apparatus and Equipment in the amount of \$595,978.92.

C-4. 2011 Neighborhood Inspection Program Operating Plan

C-5. Approval of the Access Permission Agreement Between Wisconsin Department of Natural Resources, City of Kenosha and Old Carco Liquidation Trust (*Former Chrysler Engine Plant*).  
(*District 7*)

INFORMATIONAL ITEM: Presentation by Adams Outdoor Advertising

CITIZEN COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AUTHORIZED BY LAW

IF YOU ARE DISABLED AND NEED ASSISTANCE PLEASE CALL 653-4052 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.

PUBLIC SAFETY & WELFARE COMMITTEE  
- MINUTES -  
Monday, June 6, 2011

The special meeting of the Public Safety & Welfare Committee was held on Monday, June 9, 2011 in Room 202 of the Kenosha Municipal Building. The meeting was called to order at 6:45 pm. The following members were present: Chairman Downing, Alderman Green, Orth, Kennedy, and LaMacchia.

*It was moved by Alderman LaMacchia, seconded by Alderman Kennedy, to approve the minutes of the meeting held on Monday, May 9, 2011. Motion passed 5-0.*

C-1. Kenosha County Request for one 15 Min Parking space, 7:00am-5:00pm, Monday-Friday Except Holidays East Side of 11th Avenue 40'-65' North of 55th Street. (District 2) (Staff recommends approval 90 day trial)

*It was moved by Alderman LaMacchia, seconded by Alderman Green, to approve a 90 day trial. Motion passed 5-0.*

C-2. Proposed Ordinance to Renumber Sections 7.201, 7.21 and 7.23 as 7.23, 7.26, 7.25 and 7.24 Respectively and To Create 7.22 Entitled "Cell Phone use While Driving".

*It was moved by Alderman Orth, seconded by Alderman Green, to defer for 30 days. Motion passed 5-0.*

C-3. Proposed Ordinance To Create Subsection 10.05 K Regarding Limitation of Sale of Individual Containers of Fermented Malt Beverages. (LP no recommendation)

Alderman LaMacchia said that it was amended to say 12 fluid ounces or less, at room temperature. *It was moved by Alderman Green, seconded by Alderman Kennedy, to approve as amended. Motion passed 5-0.*

ALDERMAN COMMENTS: Alderman Green has concerns with construction on 39<sup>th</sup> Avenue North of 75<sup>th</sup> Street that a lot of vehicles are speeding. Chairman Downing explained that an item regarding animals didn't make on this agenda and he told legal to just have it go to council with no recommendation from Public Safety & Welfare.

ADJOURNMENT - *There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 6:52 pm.*

Version 05/19/11 to include definitions  
requested by Public Safety & Welfare  
Committee at their meeting on May 9, 2011

BY: ALDERPERSON RAY MISNER

**TO CREATE SECTION 11. 021 OF THE CODE  
OF GENERAL ORDINANCES REGARDING  
INTIMIDATION OF PUBLIC OFFICIALS**

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

**Section One:** Section 11.021 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**11. 021 INTIMIDATION OF PUBLIC OFFICIALS**

**A. Definitions.** In this section:

**1. Employee of the County of Kenosha or City of Kenosha** means an elected public official of the County of Kenosha or City of Kenosha, a former elected political official of the County of Kenosha or City of Kenosha, an appointed public official of the County of Kenosha or City of Kenosha, or a person publicly-employed by the County of Kenosha or City of Kenosha.

2. **Family member** means a parent, spouse, sibling, child, stepchild, or foster child.
3. Official Capacity means the status of taking action or contemplating taking action, under color of public office or public employment.
4. Threat means a communication that is made by express statement or is implied from conduct that the communicator may cause bodily harm to another.
5. Threaten means to communicate a threat.

**B. Prohibition.** No person may cause bodily harm or threaten to cause bodily harm to the person or family member of any employee of the County of Kenosha or City of Kenosha under all of the following circumstances.

**1.** At the time of the act or threat, the actor knows or should have known that the victim is an employee of the County of Kenosha or City of Kenosha or a member of his or her family; and

**2.** The employee of the County of Kenosha or City of Kenosha is either: (1) acting in an official capacity at the time of the act or threat or (2) the act or threat is in response to any action taken in an official capacity or (3) the act or threat is made to knowingly prevent or dissuade, or attempt to so knowingly prevent or dissuade an employee from doing his or her official duty; and

**3.** There is no consent by the person harmed or threatened.

**C. Penalties.** Any person who violates any provision of this Section shall, upon conviction thereof, be subject to a forfeiture not to exceed Ten Thousand Dollars (\$10,000.00), together with the costs of prosecution, and in default of payment thereof, shall be committed to the County jail for a period not to exceed ninety (90) days.

**Section Two:** This Ordinance shall become effective upon passage and

publication.

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

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

Passed:

Published:

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

ORDINANCE NO. \_\_\_\_\_

BY: THE MAYOR

**TO CREATE CHAPTER XXIX OF THE CODE OF GENERAL ORDINANCES ENTITLED “STATEMENT OF ECONOMIC INTEREST BY CITY OFFICERS, EMPLOYEES AND CANDIDATES FOR ELECTIVE CITY OFFICE”; TO REPEAL AND RECREATE SUBSECTION 30.06 L. REGARDING NOT-FOR-PROFIT AFFILIATIONS AND TO CREATE SECTION 30.07 ENTITLED “STATEMENT OF ECONOMIC INTEREST”**

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

**Section One:** Chapter XXIX of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**29.01 DECLARATION OF POLICY**

The proper operation of democratic government requires that public officers and employees be independent, impartial and responsible; that government decisions and policy be made in the public interest; that public offices and employment not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, the following shall apply to the City officers, employees and candidates for elective City office specified in this Chapter. Nothing contained in this Chapter is intended to deny to any person rights granted by the United States Constitution, the Constitution of the State of Wisconsin, the laws of the State of Wisconsin, or labor agreements negotiated with certified employee bargaining units.

**29.02 DEFINITIONS**

The following definitions shall apply in the interpretation and enforcement of this Chapter.

**A. Officer** means the Mayor, City Administrator, Alderpersons and Department Heads. Officer shall not include the Municipal Court Judge who is governed by State law.

**B. Employee** means any person employed by the City of Kenosha whose duties and responsibilities include awarding or executing contracts for:

1. The purchase of supplies, services, material or equipment for or on behalf of the City of Kenosha.
2. The construction of public works for or on behalf of the City of Kenosha.
3. The sale or leasing of real property for or on behalf of the City of Kenosha.

Employee shall also mean any other person employed by the City of Kenosha designated by the Mayor to file a Statement of Economic Interest.

**C. Candidate** means any person who files nomination papers and a declaration of candidacy for elective City office. Candidate shall not include any person seeking the office of Municipal Court Judge who is governed by State law.

**D. Statement of Economic Interest** means the City approved form denominated as the Statement of Economic Interest as may be amended from time to time which is required to be filed pursuant to this Chapter.

### **29.03 STATEMENT OF ECONOMIC INTEREST REQUIRED**

The following persons shall file a completed Statement of Economic Interest with the City Clerk/Treasurer:

- A. All officers of the City of Kenosha as defined in **Section 29.02 A.** of this Chapter.
- B. All employees of the City of Kenosha as defined in **Section 29.02 B.** of this Chapter.
- C. All candidates for elective City office as defined in **Section 29.02 C.** of this Chapter.

### **29.04 TIME FOR FILING**

All City officers, employees and candidates for elective City office required to file a completed Statement of Economic Interest pursuant to this Chapter shall do so within the following time limits:

- A. New officers and employees within thirty (30) days after taking their office or position.
- B. Current officers and employees within thirty (30) days after the effective date of this Ordinance.
- C. Candidates for elective City office by 4:30 P.M. on the next working day following the last day for the filing of nomination papers.

### **29.05 INCOMPLETE STATEMENT OF ECONOMIC INTEREST**

All information sought by the Statement of Economic Interest must be provided or alternatively contain an affirmative statement that the information sought does not apply. Failure to do so shall render the Statement of Economic Interest incomplete. The City Clerk/Treasurer shall refuse to accept for filing an incomplete Statement of Economic Interest. The City Clerk/Treasurer shall not be responsible for determining or verifying the accuracy of any of the information provided on the Statement of Economic Interest. Submission of any incomplete Statement of Economic Interest for filing with the City Clerk/Treasurer shall not satisfy the requirements of this Ordinance.

### **29.06 PENALTY**

A. Any City officer or employee, other than the Mayor or an Alderperson, subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be notified in writing of their failure to do so by the City Clerk/Treasurer. The notice shall provide that the City officer or employee file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so shall subject them to suspension without pay from their office or position until such time as compliance with this Chapter is achieved. The City Clerk/Treasurer shall report noncompliance to the Mayor who shall be responsible for suspending the non-compliant City officer or employee without pay from their office or position until compliance is achieved. In addition, noncompliance with this Chapter may also constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.

B. Any Mayor or Alderperson subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be notified in writing of their failure to do so by the City

Clerk/Treasurer. The notice shall provide that the Mayor or Alderperson file a Statement of Economic Interest within ten (10) calendar days and that their failure to do so may constitute a violation of the Code of Ethics contained in Chapter XXX of the Code of General Ordinances subject to enforcement and penalty as provided in the Code of Ethics.

C. Any candidate for elective City office subject to this Chapter who fails to file a Statement of Economic Interest within the time provided in **Section 29.04** shall be precluded from having their name placed on the election ballot.

**Section Two:** Subsection **30.06 L.** of the Code of General Ordinances is repealed

and recreated as follows:

**L. Not-For-Profit Affiliations.** Any person covered under **Section 30.02 B.** of the Code of General Ordinances, especially members of the City Common Council, shall disclose in writing any and all affiliation(s) they may have with any not-for-profit organization seeking financial support from the City of Kenosha. Disclosure shall occur at the earliest time practicable and be made pursuant to **Section 30.05.** Any covered person shall refrain from voting on funding applications of organizations with which they, or an immediate family member, serve as a Director, officer or in any paid position. “Immediate Family” shall mean a spouse, sibling, parent, child, stepparent or stepchild.

**Section Three:** **Section 30.07** of the Code of General Ordinances is created as follows:

### **30.07 STATEMENT OF ECONOMIC INTEREST**

All City officers and employees subject to Chapter XXIX of the Code of General Ordinances shall file a true, correct and complete Statement of Economic Interest required thereunder. The failure of any City officer or employee to file a true, correct and complete Statement of Economic Interest shall be unlawful and constitute a violation of this Code of Ethics subject to enforcement and penalty as provided in this Code.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney



**ENGINEERING DIVISION**  
MICHAEL M. LEMENS, P.E.  
DIRECTOR OF ENGINEERING

**STREET DIVISION**  
JOHN H. PRIJIC  
SUPERINTENDENT

**FLEET MAINTENANCE**  
MAURO LENCI  
SUPERINTENDENT

**WASTE DIVISION**  
ROCKY BEDNAR  
SUPERINTENDENT

**PARK DIVISION**  
JEFF WARNOCK  
SUPERINTENDENT

## DEPARTMENT OF PUBLIC WORKS

Ronald L. Bursek, P.E., Director

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

DATE: June 8, 2011

TO: Public Safety and Welfare Committee

FROM: Kevin Risch, P.E., Civil Engineer KKR 6-8-11

SUBJECT: Aldermanic Request for Trial for Intersection Yield Control on 63<sup>rd</sup> Street in the Eastbound Direction at 32<sup>nd</sup> Avenue (District 11)

Alderman Anthony Nudo has requested that an Eastbound Yield sign be placed at the above intersection. Staff has reviewed the above location and has determined that there have been 3 reported accidents at this location in the last 6 months, 2 of which occurred in the last month.

Staff recommends approval of a Trial for the Placement of the above Yield Signs to be placed on 63<sup>rd</sup> Street in the Eastbound Direction at 32<sup>nd</sup> Avenue.

KKR:kkkr

cc: Alderman Anthony Nudo – w/a  
Ronald L. Bursek, Director of Public Works– w/a  
Michael M. Lemens, Director of Engineering/City Engineer – w/a  
Randy LaClaire – w/a  
File – w/a



**NORTH**



**Image  
Looking East**



ORDINANCE NO. \_\_\_\_\_

**DRAFT 05.25.11**

**BY: ALDERPERSON RAY MISNER  
ALDERPERSON STEVE BOSTROM**

**TO REPEAL AND RECREATE SECTION 8.04 B. REGARDING  
CERTIFICATE OF OCCUPANCY PROHIBITIONS , TO CREATE  
SUBSECTION 8.04 B.2 REGARDING OWNER'S FAILURE TO OBTAIN  
A REQUIRED CERTIFICATE OF OCCUPANCY AND TO CREATE  
SUBSECTION 8.04 G. OF THE ZONING CODE FOR THE CITY OF  
KENOSHA ENTITLED PENALTIES.**

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

**Section One:** Section 8.04 B. of the Zoning Code for the City of Kenosha is hereby

repealed and recreated as follows:

**B. Prohibitions.**

1. It shall be unlawful for any person to occupy a building, parcel of land, or portion thereof ~~without:~~  
~~a1. Without H~~having first obtained a Certificate of Occupancy where required, except where having  
obtained a Temporary Certificate of Occupancy which has not expired or been terminated.

~~b2.~~ Following the expiration or revocation of a Certificate of Occupancy.

~~c3.~~ Following the expiration of a Temporary Certificate of Occupancy.

~~d4.~~ Contrary to the terms, conditions and limitations of a Certificate of Occupancy, ~~or Temporary~~  
~~Certificate of Occupancy.~~

~~e5.~~ Contrary to the terms, conditions and limitations of a Temporary Certificate of Occupancy.

2. It shall be unlawful for the owner of any building, parcel of land, or portion thereof for which  
a Certificate of Occupancy is required to permit any person to occupy said building, parcel of land, or  
portion thereof without having first required that the person obtain a Certificate of Occupancy as required  
herein.

**Section Two:** Section 8.04 G. of the Zoning Code for the City of Kenosha is hereby

created as follows:

**G. PENALTIES**

Any person, party, firm or corporation who violates any of the provisions of this Section shall upon conviction be subject to a forfeiture of not less than One Hundred Fifty (\$150.00) Dollars, nor more than Five Thousand (\$5,000.00) Dollars for each offense, plus the cost of prosecution. In default of payment thereof, the violator may be imprisoned in the Kenosha County Jail for a term not to exceed ninety (90) days or until such forfeiture and costs have been paid. Each day that a violation continues to exist shall constitute a separate offense. In cases where the above penalty conflicts with any other penalty established by this Ordinance, the most severe penalty shall apply.

**Section Three:** This Ordinance shall become effective upon passage and

publication.

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

ORDINANCE NO. \_\_\_\_\_

**BY: ALDERPERSON RAY MISNER  
ALDERPERSON STEVE BOSTROM**

**TO REPEAL AND RECREATE SECTION 8.04 B. REGARDING  
CERTIFICATE OF OCCUPANCY PROHIBITIONS , TO CREATE  
SUBSECTION 8.04 B.2 REGARDING OWNER'S FAILURE TO OBTAIN  
A REQUIRED CERTIFICATE OF OCCUPANCY AND TO CREATE  
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**B. Prohibitions.**

1. It shall be unlawful for any person to occupy a building, parcel of land, or portion thereof :
  - a. Without having first obtained a Certificate of Occupancy where required, except where having obtained a Temporary Certificate of Occupancy which has not expired or been terminated.
  - b. Following the expiration or revocation of a Certificate of Occupancy.
  - c. Following the expiration of a Temporary Certificate of Occupancy.
  - d. Contrary to the terms, conditions and limitations of a Certificate of Occupancy.
  - e. Contrary to the terms, conditions and limitations of a Temporary Certificate of Occupancy.
  
2. It shall be unlawful for the owner of any building, parcel of land, or portion thereof for which a Certificate of Occupancy is required to permit any person to occupy said building, parcel of land, or portion thereof without having first required that the person obtain a Certificate of Occupancy as required herein.

**Section Two:** Section 8.04 G. of the Zoning Code for the City of Kenosha is hereby

created as follows:

**G. PENALTIES**

Any person, party, firm or corporation who violates any of the provisions of this Section shall upon conviction be subject to a forfeiture of not less than One Hundred Fifty (\$150.00) Dollars, nor more than Five Thousand (\$5,000.00) Dollars for each offense, plus the cost of prosecution. In default of payment thereof, the violator may be imprisoned in the Kenosha County Jail for a term not to exceed

ninety (90) days or until such forfeiture and costs have been paid. Each day that a violation continues to exist shall constitute a separate offense. In cases where the above penalty conflicts with any other penalty established by this Ordinance, the most severe penalty shall apply.

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

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney



**SUTPHEN**

**PURCHASE AGREEMENT**

**FOR**

**SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June, 2011 by and between SUTPHEN CORPORATION of Amlin, Ohio, hereinafter called "SUTPHEN" and the City of Kenosha of Kenosha, WI, hereinafter called "PURCHASER",

WITNESSETH:

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal Letter of May 19, 2011 and to deliver the same as hereinafter provided.

2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment for the total purchase price of Six Hundred Three Thousand, Nine Hundred Seventy Eight Dollars and Ninety-Two Cents (\$ 603,978.92 ).\*

\*The above price is based upon a 33% down payment in the amount of \$201,680.25 due within 30 days of contract signing. The remaining balance shall be payable in full upon delivery.

3. **PERFORMANCE BOND:** A performance bond for the total contract price shall be provided to the Purchaser within twenty days of contract signing.

4. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Kenosha, WI within approximately 8 - 10 months after the receipt and acceptance of this agreement at Sutphen's office in Amlin, Ohio, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.

5. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

6. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's plant site in Amlin, Ohio. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a



**SUTPHEN**

sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

7. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

8. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

9. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

10. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

11. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

12. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County



**SUTPHEN**

Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION  
By \_\_\_\_\_  
Sales Representative

THE CITY OF KENOSHA  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Accepted at office  
SUTPHEN CORPORATION  
PO Box 158  
Amlin, Ohio 43002-0158

By *Drew Sutphen*

Title *President*

Date *6-7-11*



**SUTPHEN**

**PURCHASE AGREEMENT**

**FOR**

**SUTPHEN FIRE APPARATUS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of June, 2011 by and between SUTPHEN CORPORATION of Amlin, Ohio, hereinafter called "SUTPHEN" and the City of Kenosha of Kenosha, WI, hereinafter called "PURCHASER",

**WITNESSETH:**

1. **PURCHASE:** Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal Letter of May 19, 2011 and to deliver the same as hereinafter provided.

2. **PAYMENT:** Purchaser agrees to pay for said apparatus and equipment for the total purchase price of Five Hundred Ninety-Five Thousand, Nine Hundred Seventy Eight Dollars and Ninety-Two Cents (\$595,978.92).\*

\*The above price is based upon a 33% down payment in the amount of \$199,040.25 due within 30 days of contract signing. The remaining balance shall be payable in full upon delivery.

3. **PERFORMANCE BOND:** A performance bond for the total contract price shall be provided to the Purchaser within twenty days of contract signing.

4. **DELIVERY:** The apparatus and equipment being purchased hereunder shall be delivered to Purchaser at Kenosha, WI within approximately 8 - 10 months after the receipt and acceptance of this agreement at Sutphen's office in Amlin, Ohio, provided that such delivery date shall be automatically extended for delays due to strikes, failure to obtain materials or other causes beyond Sutphen's control.

5. **SUTPHEN WARRANTIES:** Sutphen warrants the apparatus purchased here under as set forth in the warranty included with bid proposal.

6. **TESTING SHORTAGES:** The apparatus shall be tested per NFPA #1901 at Sutphen's plant site in Amlin, Ohio. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a



**SUTPHEN**

sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.

7. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

8. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

9. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

10. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

11. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period.

12. GENERAL: This agreement and the Sutphen proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in the Franklin County



**SUTPHEN**

Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SUTPHEN CORPORATION  
By \_\_\_\_\_  
Sales Representative

THE CITY OF KENOSHA  
Purchaser

By \_\_\_\_\_

Title \_\_\_\_\_

Accepted at office  
SUTPHEN CORPORATION  
PO Box 158  
Amlin, Ohio 43002-0158

By \_\_\_\_\_

Title \_\_\_\_\_

By Drew Sutphen

Date \_\_\_\_\_

Title President

Date 6-7-11

DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS  
INTEROFFICE MEMO

---



**TO:** Keith G. Bosman, Mayor, and  
Members of the City of Kenosha Common Council

**FROM:** Property Maintenance Division  
Department of Neighborhood Services and Inspection

**SUBJECT:** 2011 Neighborhood Inspection Program Operating Plan

**DATE:** June 9, 2011

---

Attached please find the proposed Operating Plan for the City's 2011 Neighborhood Inspection Program. The Plan has been developed based on the input of City elected officials, City staff, and community residents. Our goal this year is to inspect approximately 550 properties in several areas of the City.

Following the Common Council's review of the Plan, department staff will begin informing the public about this year's program. We will be using a combination of public meetings, cable spots, and press releases to let every property owner in the selected neighborhoods know about the program and what the City will be looking for.

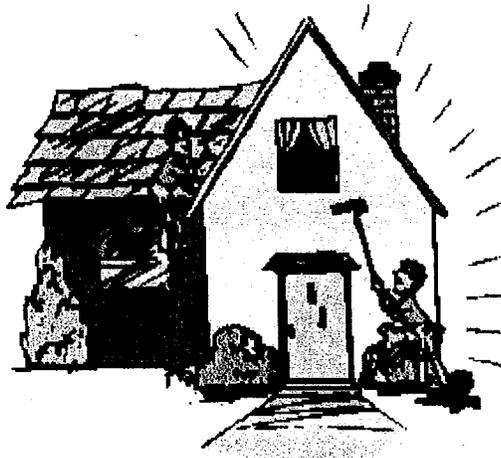
Your favorable review of the 2011 Operating Plan is appreciated.

/saz

# CITY OF KENOSHA

## NEIGHBORHOOD INSPECTION PROGRAM

### 2011 OPERATING PLAN



DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS

## NEIGHBORHOOD INSPECTION PROGRAM

### I. PROGRAM DESCRIPTION

Neighborhood Inspection Program is the name given to the City program under which City staff conduct systematic exterior inspections of every property or selected properties in a designated area of the City.

### II. PROGRAM OBJECTIVE

The Neighborhood Inspection Program is a proactive approach to eliminating blighting influences and promoting an overall upgrading of property and neighborhood conditions in one area of the City after another. The program inspections are based on the knowledge that systematic inspections are a longer lasting and more effective method of improving the housing stock and stabilizing property values than the traditional complaint-based inspections.

### III. OPERATING PLAN

#### A) Purpose

This operating plan identifies the major program activities, as well as the locations of the targeted neighborhoods and the number of properties to receive the targeted inspection services. Also included is a schedule for implementing the program activities.

#### B) Schedule

January	Evaluate past inspection activities and review suggestions for 2011
January	Survey suggested neighborhoods and/or properties
January	Prepare Preliminary 2011 <i>Operating Plan</i>
June	Present <i>Operating Plan</i> to Administration
June	Present <i>Operating Plan</i> to the Public Safety and Welfare Committee and the Common Council
June	Notify all affected property owners of the public meetings that will be held to explain the targeted inspections
July	Conduct a minimum of two (2) public meetings to explain the Neighborhood Inspection Program and the City's Property Maintenance standards
July	Meet with local landlord organizations to apprise them of the neighborhoods involved and the City's maintenance standards
July-October	Conduct the targeted inspections using a standard inspection checklist (Attachment 1); and secure property compliance
August-December	Begin assembling requests and information for year 2012 targeted inspection services
August-December	Close out complied cases and extend open cases in accordance with Department policy

C) Targeted Neighborhoods

The Department of Neighborhood Services and Inspections has identified several areas that would benefit from the targeted inspection services. These areas were selected after surveying all the areas recommended to the Department by citizens, neighborhood groups, elected officials and City staff. The *Neighborhood Inspection Program - 2011 Target Area Maps* attached show all the areas included in the 2011 program. The Department is proposing to inspect approximately 550 properties this year.

D) Public Information and Education

The Department makes an ongoing effort to educate the public about the Neighborhood Inspection Program and the City's property maintenance standards. The goal is to inform the public and motivate property owners to voluntarily maintain their properties, thereby reducing the need for complaint-based inspections. The Department uses the following mediums to inform the public about the City's code enforcement efforts:

1. Homeowners. The Department publicizes and conducts several public meetings each spring to explain the Neighborhood Inspection Program. Every affected property owner is notified in writing of the meeting and the upcoming inspection activities. During the meetings, staff explains the program, the code enforcement process, and property maintenance requirements. Each attendee is also given a copy of the inspection checklist used by the inspectors.
2. Landlord Groups. The Department also meets every year with local landlord groups to inform them why the inspections are being made, where staff will be making their inspections, and what they will be looking at.
3. Written Materials. The Department has a number of brochures and the City View Newsletter that explain property maintenance standards and the code enforcement process. These materials are given to every property owner who receives an *Order to Repair* and are available to anyone who wants information on the City's property maintenance programs.
4. City Web Page. The Department maintains an up-to-date summary of all inspection activities and procedures. Interested citizens can access the City of Kenosha's Home Page on the Internet for information on all City code enforcement activities.

**Department of Neighborhood Services and Inspections**  
**Exterior Inspection Checklist**

- Exterior walls
  - Paint not chipped and peeling
  - Walls weathertight and in good repair
  
- Street Numbers (Address)
  - Numbers 2½" high
  - Numbers placed conspicuously at front of building/can be seen from street
  
- Roof/Chimney
  - Roof shingles in good repair - weathertight, watertight, and rodentproof
  - Chimney mortar in good repair
  
- Exterior Eaves/Trim
  - Wood not rotted; is weathertight, watertight, and rodentproof
  - Paint not chipped and peeling
  
- Porches/Decks/Jump Platforms
  - Safe and capable of supporting the load that normal use may cause to be placed thereon
  - In proper repair and condition
  
- Stairs/Rails
  - Have uniform risers and treads
  - Handrails on all open sides of steps that have more than three (3) risers
  - Guardrails required at decks more than 24" above grade
  - Guardrails and handrails shall be installed in accordance with the *Building Code*
  
- Doors
  - Weathertight, watertight, rodentproof, and in proper repair
  - Hardware in working condition
  
- Windows, Storms, and Screens
  - Weathertight
  - No broken glass
  - Screens fit tight and have no tears/rips (Screens required for ventilation to be installed annually before April 15, and storms to be installed before November 15.)
  
- Exterior Lighting
  - Electrical fixtures in good repair and safe to the public
  
- Garbage/Trash Containers
  - One- and two-family dwellings - occupants must supply
  - Three- and four-family dwellings - owner must supply
  - More than four units, owner must supply a sufficient number of dumpsters on a hard-paved surface

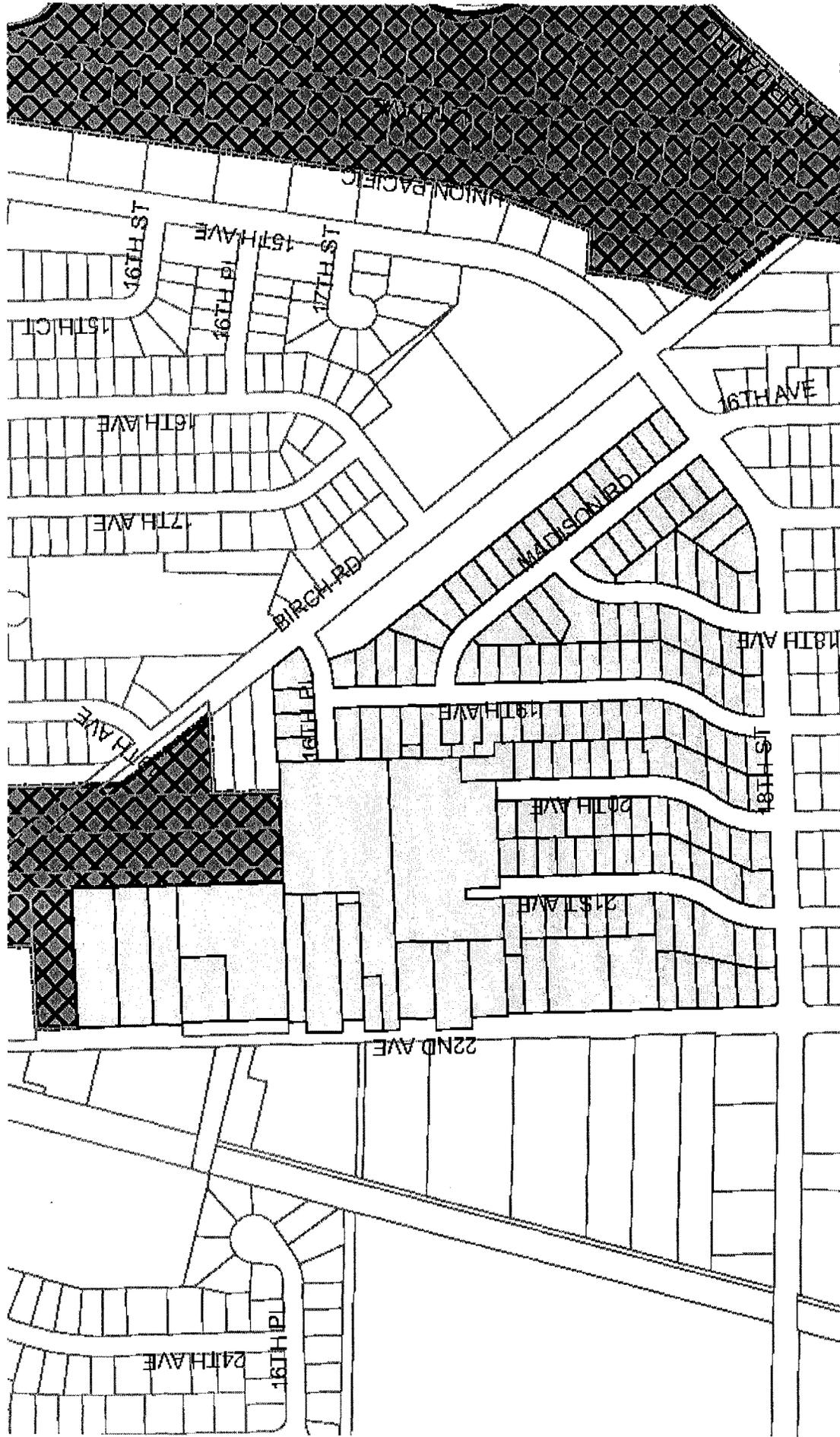
## Exterior Inspection Checklist

### Page 2

- Paint
  - All exterior surfaces not inherently resistant to deterioration are painted (scraped and primed where peeling) or otherwise covered with a protective coating
- Gutters/Downspouts
  - Gutters, downspouts, and extensions provided and in good repair
  - Painted if they have chipped and peeling paint or are rusted
- Foundation
  - In good repair
  - Tuckpointed where needed
  - Weathertight, watertight, and rodentproof
  - Level and plumb position
- Exits
  - Three or more units - each unit must have two exits
  - Shall meet building code requirements in effect at the time the dwelling was built
  - All exits accessible
- Garages/Fences/Sheds
  - Garages and sheds in good repair and condition
  - Roofs, walls, doors, and windows watertight and rodentproof
  - No chipped or peeling paint
  - Fence secure and in good condition
- Paved Areas/Parking Areas
  - Safe with no potholes
- Landscaping/Grass/Weeds
  - Landscaping installed and maintained in all yard areas
  - Grass does not exceed eight inches (8")
  - Weeds must be removed
- Yard Areas
  - Free of rubbish, garbage, physical hazards, rodent harborage, animal feces, junk, and debris
- Graffiti
  - Graffiti shall be removed from all real property (any building, structure, shed, fence, deck or other improvements) in a reasonable period of time.

# 2011 Neighborhood Inspection Program

## Area 1



Town of Somers

# 2011 Neighborhood Inspection Program

## Area 5



**ACCESS PERMISSION AGREEMENT**  
**Between**  
**WISCONSIN DEPARTMENT OF NATURAL RESOURCES,**  
**CITY OF KENOSHA**  
**And**  
**OLD CARCO LIQUIDATION TRUST**  
Former Chrysler Engine Plant  
5555 30<sup>th</sup> Avenue, Kenosha, Wisconsin

OLD CARCO LIQUIDATION TRUST (the "Trust") hereby grants permission to the Wisconsin Department of Natural Resources ("WDNR"), the City of Kenosha (the "City") and their employees, duly authorized representatives, agents and contractors to enter upon and have access at reasonable times to the former Chrysler Kenosha Engine Plant Property, located at 5555 30<sup>th</sup> Avenue, Kenosha Wisconsin (such property, excluding the buildings and structures located thereon, hereafter referred to as the "Property"), on the terms as set forth herein. The Property currently is owned by the Trust, and the Property is further described in the real estate legal description attached hereto as Exhibit A. Together, the Trust, WDNR and the City are referred to as the "Parties." If the City Council for the City declines to enter into this Access Permission Agreement, the Agreement shall not be binding upon the City and shall proceed as entered into only by the Trust and WDNR as the sole Parties, and the City shall have neither the burdens and obligations, nor the benefits and rights, set forth herein.

Investigation and Oversight Activities

Permission for access to the Property granted to the WDNR and the City is for the following purposes and subject to the terms and conditions herein:

- (a) Investigation of environmental media and any waste or product materials, including, but not limited to, (i) the installation of soil borings, test pits and/or groundwater monitoring wells; (ii) wipe samples; (iii) waste or product sampling; (iv) the use of geophysical equipment; (v) the use of drilling equipment for collection of soil and sediment samples; (vi) the logging, gauging and sampling of existing wells; (vii) video taping; (viii) preparation of site sketches; (ix) taking photographs; (x) any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other environmental or waste material (to include handling, storing, characterizing and properly disposing of any investigation-derived waste); and (xi) the inspection of the Property, but in each case specifically excluding buildings, structures, basements, sub-basements, vaults and other similar or related structures;
- (b) On-site observation and oversight of environmental investigative and related activities, including those activities to be conducted by the Trust's contractors to characterize, transport and/or conduct off-site disposal of the Soil Piles described in Darsi Foss's email of April 21, 2011 to Al Johnston of Chrysler Group LLC; and
- (c) Other investigative actions on the Property deemed necessary by the WDNR to characterize the nature and extent of the suspected hazardous substance discharges at or originating from the Property.

The WDNR and/or the City will provide five business days advance notice to the Trust of any of the foregoing investigation and oversight activities or, if five business days' notice is not feasible under the circumstances, such other amount of notice as is reasonable and practicable.

### Immediate Actions

The Trust conditionally grants access to the WDNR and the City to conduct those response action activities that constitute an "Immediate Action" as defined under sections NR 700.03(28) and 708.05 of the Wis. Admin. Code. Such consensual access is expressly conditioned on both of the following: (a) the WDNR or the City provides the Trust with at least five business days' advance written notice of such response actions; and (b) by the end of that notice period, the Trust has neither agreed in writing to undertake such immediate action itself nor withdrawn its consent for the WDNR or the City to conduct such response action by providing notice consistent with the provisions of this Agreement. If the Trust does not agree to conduct the proposed Immediate Action and withdraws its consent for access by the WDNR or the City for such work, the WDNR and the City expressly reserve their statutory rights to obtain access and other rights and remedies, and the Trust expressly reserves all of its rights, claims and defenses to contest the WDNR's and the City's right to obtain access or to assert other rights and remedies. Nothing herein otherwise limits or restricts the WDNR's or the City's statutory rights and remedies regarding an alleged Immediate Action.

### Interim Actions

Further, the Trust conditionally grants access to the WDNR and the City to conduct those activities that constitute an "Interim Action" as defined under ch. NR 700.03, Wis. Admin. Code. Such access is expressly conditioned on the WDNR and the City providing the Trust with ten business days written notice to review, comment on and discuss with the WDNR and the City, any scope or work or work plan for such action(s). Within this period, if the Trust determines that it is appropriate to withdraw its consent for access to the Property by the WDNR and the City, it may do so by providing written notice to the WDNR and the City, consistent with the provisions of this Agreement. In such event, the WDNR and the City expressly reserve their statutory rights to obtain access and other rights and remedies, and the Trust expressly reserves all of its rights, claims and defenses to contest the WDNR's and the City's right to obtain access or to assert other rights and remedies.

### Trust's Access To Property

Neither the WDNR nor the City (including their respective agents, employees and contractors) will interfere with, or otherwise impede access to the Property, including its buildings and structures, by the Trust, its agents, contractors or designated third parties, unless either (a) the Parties agree to the contrary in writing, (b) the WDNR or the City obtain a court order permitting such actions as consistent with applicable law (an "Access Order") or (c) the WDNR or the City exercises an available enforcement right permitted by law without an Access Order.

### Termination of Access

Unless otherwise withdrawn and except as otherwise provided for in this Agreement, the permission that is granted herein shall remain in effect until the earlier of December 1, 2012 or the transfer of ownership of the Property. Prior to that date, the Trust shall notify the WDNR 15 days in advance, in writing, if at any point it wishes to withdraw permission for continued access (which 15-day notice period shall be reduced to five days if the WDNR's or the City's activities are impacting the Trust's access to the Property). If necessary, the WDNR may request a continuation of access permission. If the Trust or a new owner of the Property withdraws or denies access permission, the WDNR and/or the City shall within 90 days after receiving such notice of withdrawal or denial, either abandon any wells that remain on the Property if the WDNR and the City are provided access to conduct well abandonment or obtain a court order to allow continued access.

### Replacement of Prior Access Agreement

Effective with its execution by all of the Parties, this Agreement supersedes and replaces the prior

Access Agreement between the Trust and the City, dated October 19, 2010, which shall no longer be operative. For the avoidance of doubt, this paragraph will not be operative unless and until this Agreement is duly executed by the City.

#### Split Sampling, Sharing of Information and Notice of Certain Actions

When soil or water samples are collected on the Property described above, split samples will be provided if the Trust provides the necessary sample bottles, storage containers, and preservation instructions before the samples are collected, or if the Trust representatives accompany representatives of the WDNR and/or the City engaged in the sampling and provide the necessary sample bottles and storage containers.

The WDNR and the City will promptly make available to the Trust, copies of all ch. NR 700, Wis. Admin. Code, response action work plans, scopes of work, progress and other ch. NR-700, Wis. Admin. Code, related reports that are created as a result of the WDNR and the City conducting response actions at the Property, except to the extent that those documents are privileged, confidential or otherwise protected. If any documents are withheld, the WDNR and the City will identify the documents and state the basis for withholding within a reasonable period of time.

The Trust agrees to give 30 days' advance notice to the WDNR and the City of any scheduled land or structural disturbance activities that may take place at the Property before any such activities are commenced so that the WDNR and the City may have access to the Property for purpose of monitoring those activities.

The Trust agrees that it will not damage or interfere with the use of any monitoring well or system that is installed as permitted herein, and the Trust agrees to notify third parties who plan to conduct any activity on the Property, as described above, that monitoring wells have been installed on the Property, and the location of those wells.

#### Liabilities

The WDNR and the City shall each be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, contractors, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.

The City shall indemnify and hold the Trust harmless from and against any and all claims, suits for damages, liability, loss, expenses, causes of action and judgments arising out of the work performed by the City and/or its officers, employees, agents, contractors or subcontractors on or about the Property under this Agreement, except to the extent that any injury is caused due to the acts or omissions of the Trust, including its employees, agents or contractors. This indemnification does not cover claims to determine who is responsible for pre-existing contamination at or with respect to the Property. If claims arise that allege the activities of the City have aggravated pre-existing contamination on the Property, this indemnification shall only cover the portions of such claims relating to such aggravation.

The Property owner recognizes and understands that it is responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives, including providing its own defense.

The WDNR and the City represent that they have (or will have) funding for the activities they (or their agents and representatives) will perform at or with respect to the Property under this Agreement.

Nothing herein constitutes an agreement by the Trust to reimburse the WDNR, the City or any other entity for any such activities conducted on the Property, or to otherwise provide for reimbursement for such activities from proceeds from the Property or its buildings and structures.

### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin.

### Notices

Except as otherwise provided herein, the WDNR or City will notify the Trust by phone and email five business days prior to accessing the Property to begin any phase of work and provide to the Trust a WDNR-approved scope of work five business days prior to access. This notification may include a schedule for conducting the necessary actions, which shall constitute proper notice for that period of time.

All notices, requests and other communication to be given under the provisions of this Agreement shall be in writing and may be provided in person, via overnight courier, certified mail or via electronic mail, to the following:

If to the Trust:

Old Carco Liquidation Trust  
c/o Capstone Advisory Group, LLC  
Park 80 West  
250 Pehle Ave., Suite 105  
Saddle Brook, NJ 07663  
Attn: John Rooney  
Email: jrooney@capstoneag.com

With a copy to:

Jones Day  
Kevin Holewinski  
51 Louisiana Ave., N.W.  
Washington, DC 20001  
(202)879-3797  
Email: kpholewinski@jonesday.com

If to the WDNR:

Wisconsin Department of Natural Resources  
Dave Volkert, Hydrogeologist  
141 NW Barstow Street, Room 180  
Waukesha, WI 53188  
(262) 574-2166  
Email: David.Volkert@Wisconsin.gov

With a copy to:

Wisconsin Department of Justice  
F. Mark Bromley  
Assistant Attorney General  
Email: bromleyfm@doj.state.wi.us  
Cynthia Hirsch  
Assistant Attorney General  
Email: hirschcr@doj.state.wi.us  
17 W. Main Street  
P.O. Box 7857  
Madison, WI 53707-7857

If to the City:

City of Kenosha  
Department of Administration  
652 52<sup>nd</sup> Street  
Kenosha, WI 53140  
Email: fpacetti@kenosha.org  
Attention: Frank Pacetti

With a copy to:

Godfrey and Kahn  
780 North Water Street  
Milwaukee, WI 53202  
Email: aharrington@gklaw.com  
Attention: Arthur Harrington

Reservation of Rights

To the extent not addressed herein, the Parties reserve all of their respective rights with respect to the Property and any actions taken or proposed to be taken with respect to the Property, and all rights, access authorities, remedies, costs, damages, penalties and liabilities with respect to the same. Nothing herein shall prohibit, restrict or affect other procedures allowed or directly by law.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

The undersigned specifically represent that they are authorized to execute this Agreement and that the Parties have the right and capacity to perform the acts contemplated by this Agreement, including the authority to provide reasonable access to the Property as set forth above.

IN WITNESS WHEREOF:

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert J. Manzo, Sole Manager of RJM I, LLC,  
as trustee to Old Carco Liquidation Trust

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

IN WITNESS WHEREOF:

\_\_\_\_\_  
Signature of Secretary of the WDNR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Secretary of the WDNR

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

ONLY IF THE CITY INTENDS TO BE BOUND:

IN WITNESS WHEREOF:

\_\_\_\_\_  
Signature of Mayor of Kenosha

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Mayor of Kenosha

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

\_\_\_\_\_  
Signature of City Clerk/Treasurer of Kenosha

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of City Clerk/Treasurer of Kenosha

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

Exhibit A: Legal Description of Kenosha Engine Plant Property

Exhibit A

Parcel A:

Lots 4, 5, 6, 7, 8, 9 and 10, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the North 1/2 of vacated 55th Street adjoining said Lot 10 on the South, in Block 1 of Flynn Subdivision, being a part of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-310-010

Parcel B:

Lots 1, 2, 3, 4, 5, 6 and 7, together with the South 1/2 of vacated 55th Street adjoining said Lot 1 on the North, in Block 2 of Flynn Subdivision, being a part of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Also:

Lots 1, 2, 3, 4, 5, 6 and 7, together with the North 1/2 of vacated 56th Street adjoining said Lot 7 on the South, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-309-001

Address: 5510 30th Avenue

Parcel C:

Lots 8 to 17 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the South 1/2 of vacated 56th Street adjoining said Lot 8 on the North, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin

Tax Key No: 09-222-36-376-001

Address: 5710 30th Avenue

Parcel D:

Lots 18 to 25 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West, in H.L. Bullamore's Subdivision of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting therefrom the East 1/2 of the vacated alley adjoining said Lots 24 and 25.

Tax Key No: 09-222-36-383-018

Parcel E:

All that part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, lying West of 26th Avenue, South of 52nd Street, East of 30th Avenue and North of 60th Street and the Chicago & Northwestern Transportation Company Right of Way. Excepting therefrom those parts thereof described in Quit Claim Deeds recorded as Documents Numbered 524952, 872433 and 1189474.

Also:

Lots 3, 4, 5, the West 34 feet of Lot 2 and the West 50 feet of Lot 6, together with the vacated alley adjoining said Lots 3, 4, 5, and 6, in Block 5, Lots 1, 2, 3, 4, 5 and 6, in Block 12, Lots 1 to 8 inclusive, together with the West 1/2 of the vacated alley adjoining said Lots on the East, in Block 13 and all of Blocks 19, 20, 21 and 22, together with vacated 54th Street adjoining Lots 5 and 6 in Block 5 and Lot 1 in Block 12, vacated 55th Street adjoining Lot 6 in Block 12 and Lot 1 in Block 13, vacated 25th and 26<sup>th</sup> Avenue, the West 1/2 of vacated 24th Avenue, vacated 56th Street adjoining Lot 1 in Block 20, the South

1/2 of said vacated 56th Street adjoining Lots 1 and 10 in Block 19 and Lot 10 in Block 20 on the North and vacated 57th Street adjoining said Blocks, of Bain's Subdivision of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-430-001

Address: 5555 30th Avenue

Parcel F:

Lots 9 to 16 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West, in Block 13 and Lots 1 to 12 inclusive, together with the vacated alley adjoining Lots 5 to 12, in Block 14, together with vacated 25th Avenue adjoining said Blocks 13 and 14 and the North 1/2 of vacated 56th Street adjoining said Blocks 13 and 14 on the South, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting therefrom the North feet of Lot in said Block 14.

Tax Key No: 09-222-36-479-015

Address: 5513 25th Avenue

Parcel G:

Lots 1 to 5 inclusive, together with the West 1/2 of the vacated alley adjoining said Lots on the East, the East 1/2 of vacated 24th Avenue adjoining said Lots on the West and the North 1/2 of vacated 57th Street adjoining said Lot 5 on the South, in Block 18 of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 09-222-36-486-018

Address: 2319 56th Street

Parcel H:

Lots 6 to 10 inclusive, together with the East 1/2 of the vacated alley adjoining said Lots on the West and the North 1/2 of vacated 57th Street adjoining said Lots 6 and 7 on the South in Block 18, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin. Excepting Therefrom that part thereof described in Warranty Deed recorded as Document No. 1205385.

Tax Key No: 09-222-36-486-017

Address: 2303 56th Street

Parcel I:

All that part of Lots 9 and 10, in Block 18 of Bain's Subdivision of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of Lot 10; thence South along the West line of said Lots 10 and 9, a distance of 100 feet; thence East parallel with the North line of Lot 10, a distance of 37 feet; thence North parallel with the West line of said Lots 9 and 10, a distance of 100 feet to the North line of said Lot 10; thence West along the North line of Lot 10, 37 feet to the place of commencement, together with the East 1/2 of the vacated alley adjoining said land on the West.

Tax Key No. 09-222-36-486-003

Address: 2311 56th Street

Parcel J:

Block 23, together with the East 1/2 of vacated 24th Avenue adjoining said Block on the West and the South 1/2 of vacated 57th Street adjoining said Block on the North, of Bain's Subdivision, of part of the Southeast 1/4 of Section 36, Town 2 North, Range 22 East, in the City of Kenosha, County of Kenosha of Wisconsin.

Tax Key No: 09-222-36-485-001

Parcel K:

Lots 13, 14 and 15, together with the vacated alley adjoining said Lot 15 on the Southeast, in Block 1 of Pennefeather's Western Addition, being part of the Northeast 1/4 of Section 1, Town 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 01-122-01-126-009

Parcel L:

Lots 4 to 10 inclusive, 12, 16 to 19 inclusive and the West 19 feet of Lot 3, together with the North 1/2 of vacated 60th Place adjoining said Lots 4 to 10 inclusive and the West 19 feet of Lot 3 on South, the South 1/2 of said vacated 60th Place adjoining said Lots 12, 16, 17, 18 and 19 on the North and the vacated alley adjoining said Lots 16, 17, 18 and 19 on the Southeast, in Block 1 of Pennefeather's Western Addition, being part of the Northeast 1/4 of Section 1, Town 1 North, Range 22 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

Tax Key No: 01-122-01-126-003

Address: 6013 28th Avenue

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