

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, June 16, 2014
6:00 PM

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

Vice-Chair: Curt Wilson
Aldersperson: Anthony Kennedy
Aldersperson: Dave Paff

Call to Order
Roll Call

1. Approval of the minutes of the regular meeting held June 2, 2014. **Pg. 1**
2. Proposed Ordinance by the Mayor - To Repeal and Recreate Section 1.01 D.1.p. (of the Code of General Ordinances) Regarding the Sixteenth Aldermanic District for the Purpose of Adding Ward 91. **Pg. 2**
3. Proposed Resolution by the Committee on Finance – Resolution To Levy a Special Assessment (under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin) in the Amount of \$3,467.93 for Trash and Debris Removal. **Pgs. 3-5**
4. Resolutions by the Committee on Finance – Resolutions To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Boarding and Securing - \$1,586.24
 - b. Grass and Weed Cutting - \$8,069.99
 - c. Property Maintenance Reinspection Fees - \$1,480.00
 - d. Trash and Debris Removal - \$730.00 **Pgs. 6-18**
5. Approval of Lease Renewal Agreement between City of Kenosha, Wisconsin and Ericson Industries, Inc. #10030. (Airport Comm. - Ayes 4, Noes 0) **Pgs. 19-41**
6. Memorandum of Understanding Between the City of Kenosha, Department of Community Development and Inspections and the Kenosha County Department of Human Services. **Pgs. 42-45**
7. Request for an Extension to the 2013 Community Development Block Grant (CDBG) Subgrantee Agreement:
 - a. Kenosha Human Development Services - Facility Improvements
 - b. Women & Children's Horizons - Facility Improvements **Pgs. 46-51**
8. Contract to Remove Asbestos and Other Particulates By and Between Professional Asbestos Removal & Survey Services (PARSS) and the City of Kenosha. **Pgs. 52-75**
9. Site Assessment Grant Contract Between Wisconsin Economic Development Corporation And City Of Kenosha. **Pgs. 76-91**
10. Indemnification Agreement By And Between The City Of Kenosha, Wisconsin, a Wisconsin Municipal Corporation and Keno Wells, LLC, a Wisconsin Limited Liability Company, S.R. Mills and Stephen C. Mills, as Guarantors. **Pgs. 92-123**
11. Request from Roger & Jean Mertes to Rescind a Reinspection Fee in the Amount of \$360.00 for 5132-21st Avenue (Parcel #12-223-31-255-014). (District #7) **Pgs. 124-132**
12. Disbursement Record #10 - \$27,683,721.43. **Pgs. 133-173**

CITIZENS COMMENTS/ALDERPERSON 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 June 2, 2014***

A meeting of the Finance Committee held on Monday, June 2, 2014 in Room 204 at the Kenosha Municipal Building was called to order at 5:02 pm by Chairperson Prozanski.

At roll call, the following members were present: Vice-Chair Wilson, Alderpersons Kennedy, Johnson and Paff. Alderperson LaMacchia was excused from the meeting.

It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to move Item #3 to be the second item on the agenda. Motion carried unanimously.

1. Approval of the minutes of the regular meeting held May 19, 2014. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
2. Proposed Resolution by the Finance Committee – To Levy A Special Charge Upon Certain Parcels of Land Within the City Of Kenosha (Pursuant to §5.11F. of the Code of General Ordinances) Entitled "Sidewalks and Alleys to be Kept Clean by Responsible Party – Emergency Enforcement" (Snow Removal from Sidewalks) - If Invoices Therefor Are Not Paid Within Thirty (30) Days of Issuance. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Paff to approve. Motion carried unanimously.**
3. BJA FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Intergovernmental Agreement by and between the City of Kenosha, Wisconsin and the County of Kenosha, Wisconsin. PUBLIC HEARING: Chief Morrissey gave an explanation and answered questions. City Administrator, Frank Pacetti commented. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
4. Approval of Change Order for Project 13-1024 60th Street Resurfacing. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
5. Disbursement Record #9 - \$4,863,276.33. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 5:11 pm.

*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, June 16, 2014.

ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO REPEAL AND RECREATE SECTION 1.01 D. 1. p. OF THE CODE OF GENERAL ORDINANCES REGARDING THE SIXTEENTH ALDERMANIC DISTRICT FOR THE PURPOSE OF ADDING WARD 91

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

Section One: Section 1.01 D.1.p. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

p. Sixteenth District shall consist of that part of the City of Kenosha contained in Ward Sixty-Eight (68), Ward Sixty-Nine (69), Ward Seventy (70), Ward Seventy-One (71), Ward Seventy-Two (72), Ward Seventy-Three (73), Ward Seventy-Four (74), Ward Seventy-Five (75), Ward Eighty-Eight (88), Ward Eighty-Nine (89), Ward Ninety (90), and Ward Ninety-One (91).

Section Two: A map depicting the aforesaid Ward and District boundary lines is on file in the Office of the City Clerk/Treasurer, Kenosha, Wisconsin

Section Three: This Ordinance shall become effective on _____ after passage and publication.

APPROVED: _____ Mayor Date: _____

ATTEST: _____ City Clerk

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

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 in the Amount of \$3,467.93 for Trash and Debris Removal

WHEREAS, trash and debris located on certain parcels of land in the City of Kenosha, Wisconsin, has been ordered removed by the Kenosha County Department of Human Services, 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 a report from the Kenosha County Department of Human Services dated June 2, 2014, 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 \$3,467.93 are levied against the respective parcels of property listed in the report of the Kenosha County Department of Human Services 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 _____, 2014

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor
Keith G. Bosman

Date: _____

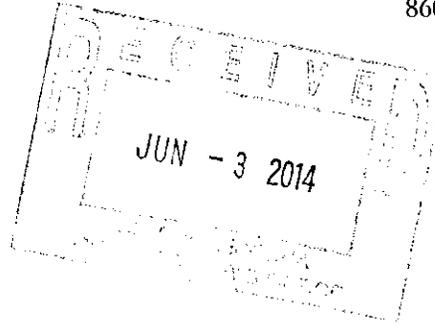
Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



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: 02-Jun-14

TO: Edward R. Antaramian, City Attorney

FROM: Mark Melotik, Environmental Manager

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

1.)	2022 57th St	PARCEL #	12-223-31-354-031
	<u>OWNER OF RECORD:</u> Mark & Monica Esch P O Box 34 Franksville WI 53126	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 717.25 7.19 22.80 822.24
	Cleanup Date: 05/02/2014		
2.)	6037 37th Av	PARCEL #	01-122-01-227-012
	<u>OWNER OF RECORD:</u> P L Ruffolo LLC 2918 Washington Rd Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 218.50 293.50
	Cleanup Date: 05/05/2014		
3.)	7029 38th Av	PARCEL #	01-122-01-354-007
	<u>OWNER OF RECORD:</u> Bruce Lapoint 7029 38th Av Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 218.50 293.50
	Cleanup Date: 05/05/2014		
4.)	1511 61st St	PARCEL #	05-123-06-205-001
	<u>OWNER OF RECORD:</u> Reyna Serna 1511 61st St Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 455.00 7.19 537.19
	Cleanup Date: 05/16/2014		

5.)	6409 11th Av	PARCEL #	05-123-06-152-003
	<u>OWNER OF RECORD:</u> Marvad Holdings LLC 6409 11th Av Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 255.00 <u>330.00</u>
	Cleanup Date: 05/16/2014		
6.)	5425 14th Av	PARCEL #	12-223-31-308-007
	<u>OWNER OF RECORD:</u> GWK-ALK LLP 1585 22nd Av Kenosha WI 53140	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 255.00 <u>330.00</u>
	Cleanup Date: 05/16/2014		
7.)	2221 56th St	PARCEL #	09-222-36-487-003
	<u>OWNER OF RECORD:</u> Juan & Ledia Lopez 7923 112 th Av Pleasant Prairie WI 53158	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 95.00 <u>170.00</u>
	Cleanup Date: 05/16/2014		
8.)	1617 71st St	PARCEL #	05-123-06-379-001
	<u>OWNER OF RECORD:</u> Andrea Rinaldo 1617 71st St Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 327.75 <u>402.75</u>
	Cleanup Date: 05/27/2014		
9.)	1326 50th St	PARCEL #	12-223-31-207-018
	<u>OWNER OF RECORD:</u> Mark & Monica Esch P O Box 34 Franksville WI 53126	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost TOTAL:	 75.00 213.75 <u>288.75</u>
	Cleanup Date: 05/27/2014		

CHARTER 26 TOTAL	\$ 3,467.93
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for boarding and securing during 2014, in the total amount of \$1,586.24 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 _____, 2014

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-161-019**6415 28TH AVE**

Owner of Record
 PYRAMAX GROUP INC
 9821 28TH AVE
 PLEASANT PRAIRIE, WI 53158

Admin. Fee
 100.00

Charge
 60.00

Total
 160.00

Parcel #:01-122-01-206-020**6212 32ND AVE**

Owner of Record
 RICHARD A & MANDI S EMERICK
 6212 32ND AVE
 KENOSHA, WI 53142-3311

Admin. Fee
 100.00

Charge
 66.33

Total
 166.33

Parcel #:04-122-12-234-004**7717 39TH AVE**

Owner of Record
 US BANK
 3476 STATEVIEW BLVD
 FORT MILL, SC 29715

Admin. Fee
 100.00

Charge
 108.05

Total
 208.05

Parcel #:05-123-06-479-017**704 75TH ST**

Owner of Record
 GURPAL WISCONSIN STATIONS LLC
 9653 N GRANVILLE RD
 MEQUON, WI 53097

Admin. Fee
 100.00

Charge
 140.00

Total
 240.00

Parcel #:08-222-35-151-027**4404 52ND ST**

Owner of Record
 DASCH INC
 C/O WAL-MART MS 0555
 PO BOX 8050
 BENTONVILLE, AR 72712-8050

Admin. Fee
 100.00

Charge
 115.93

Total
 215.93

Parcel #:09-222-36-226-024**4606 35TH AVE**

Owner of Record
 BRAD & KIMBERLY L MINTON
 S65W24840 DIANE DR
 WAUKESHA, WI 53189

Admin. Fee
 100.00

Charge
 60.00

Total
 160.00

Parcel #:11-223-30-459-004**4305 SHERIDAN RD****Owner of Record**GREGG STRUVE
ALEXANDER NOAH
2563 SPENCER HILL RD
CORNING, NY 14830**Admin. Fee**

100.00

Charge

115.93

Total

215.93

Parcel #:12-223-31-276-001**1323 50TH ST****Owner of Record**DANIEL M ZIZZO SR
2914 35TH ST
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

120.00

Total

220.00

RESOLUTION TOTAL**1,586.24**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Grass and Weed Cutting**

BE IT RESOLVED, that special charges for weed/grass cutting during 2014, in the total amount of **\$8,069.99** , 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 _____, 2014

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-103-012**6035 25TH AVE****Owner of Record**ROBERT W AKER
C/O HARBOUR PORTFOLIO VII LP
PO BOX 1996
IRMO, SC 29063Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:01-122-01-107-021**6106 23RD AVE****Owner of Record**ANDREW & JULIE BAVETZ
6106 23RD AVE
KENOSHA, WI 53143-4304Admin. Fee
100.00Charge
169.33Total
269.33

Parcel #:01-122-01-303-004**3214 ROOSEVELT RD****Owner of Record**PEGGY A NELSON
3214 ROOSEVELT RD
KENOSHA, WI 53142Admin. Fee
100.00Charge
121.94Total
221.94

Parcel #:01-122-01-426-031**6706 26TH AVE****Owner of Record**JESSICA L & RONALD F ZINK
6706 26TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
139.27Total
239.27

Parcel #:02-122-02-228-012**6118 54TH AVE****Owner of Record**LORRAINE E BLAZEWICZ
6118 54TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
617.86Total
717.86

Parcel #:03-122-03-407-037**5707 68TH ST****Owner of Record**FEDERAL NATIONAL MORTGAGE ASSN
PO BOX 650043
DALLAS, TX 75265Admin. Fee
100.00Charge
156.17Total
256.17

Parcel #:04-122-12-134-003**7611 28TH AVE****Owner of Record**HELM REAL ESTATE INC
PO BOX 1104
KENOSHA, WI 53141-1104Admin. Fee
100.00Charge
210.00Total
310.00**Parcel #:04-122-12-176-022****7812 22ND AVE****Owner of Record**JPMORGAN CHASE BANK NA
4400 WILL ROGERS PKWY, STE 300
OKLAHOMA CITY, OK 73108Admin. Fee
100.00Charge
131.99Total
231.99**Parcel #:04-122-12-237-009****7733 36TH AVE****Owner of Record**LORI K LIENAU
7733 36TH AVE
KENOSHA, WI 53142Admin. Fee
100.00Charge
133.00Total
233.00**Parcel #:04-122-12-401-001****8004 22ND AVE****Owner of Record**U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
102.13Total
202.13**Parcel #:05-123-06-260-036****6516 18TH AVE****Owner of Record**FRANK F & SANDRA J LUDOWISE
6516 18TH AVE
KENOSHA, WI 53143-4954Admin. Fee
100.00Charge
170.77Total
270.77**Parcel #:05-123-06-386-003****1511 74TH ST****Owner of Record**TIMOTHY E CONNOLLY
1511 74TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
86.56Total
186.56

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097Admin. Fee
100.00Charge
183.68Total
283.68**Parcel #:08-222-35-329-007****5403 53RD CT****Owner of Record**DAWN L & CHRISTOPHER A SCOTT
5403 53RD CT
KENOSHA, WI 53144-2334Admin. Fee
100.00Charge
371.25Total
471.25**Parcel #:08-222-35-351-015****5210 58TH ST****Owner of Record**LEO F & THYRA SATTLER
8633 32ND AVE
KENOSHA, WI 53142-5187Admin. Fee
100.00Charge
247.98Total
347.98**Parcel #:08-222-35-479-009****4218 57TH ST****Owner of Record**EDWARD & PAPHEY SZELA
4218 57TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
254.59Total
354.59**Parcel #:09-222-36-106-012****4704 24TH AVE****Owner of Record**UNIVERSAL MORTGAGE CORPORATION
C/O US BANK HONME MORTGAGE
16900 W CAPITAL DR
BROOKFIELD, WI 53005Admin. Fee
100.00Charge
152.71Total
252.71**Parcel #:09-222-36-276-020****5002 32ND AVE****Owner of Record**GRA REO 2013-1 INC
PO BOX 55004
IRVINE, CA 92619Admin. Fee
100.00Charge
78.08Total
178.08

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

119.18

Total

219.18

Parcel #:09-222-36-405-005**2502 54TH ST****Owner of Record**GUILLERMO HERNANDEZ
JULIA RUIZ
2502 54TH ST
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

80.74

Total

180.74

Parcel #:09-222-36-476-002**5503 23RD AVE****Owner of Record**FRED L & VICKI S SCHULTZ
918 WASHINGTON RD
KENOSHA, WI 53140-2849**Admin. Fee**

100.00

Charge

147.73

Total

247.73

Parcel #:09-222-36-476-003**5507 23RD AVE****Owner of Record**EDWIN R WILLIAMS
5507 23RD AVE
KENOSHA, WI 53140-3506**Admin. Fee**

100.00

Charge

135.91

Total

235.91

Parcel #:09-222-36-483-010**5817 23RD AVE****Owner of Record**JPMORGAN CHASE BANK NA
7301 BAYMEADOWS WAY
JACKSONVILLE, FL 32256**Admin. Fee**

100.00

Charge

115.12

Total

215.12

Parcel #:11-223-30-308-018**1302 WASHINGTON RD****Owner of Record**B & D WALKER LEASING LLC
16826 75TH ST
BRISTOL, WI 53104**Admin. Fee**

100.00

Charge

117.56

Total

217.56

Parcel #:11-223-30-436-020**4054 7TH AVE****Owner of Record**JOPPA LODGE NO 9 F & A M
4054 7TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
13.13Total
113.13**Parcel #:12-223-31-130-004****4622 10TH AVE****Owner of Record**PATRICIA TURNER
4622 10TH AVE
KENOSHA, WI 53140-3308Admin. Fee
100.00Charge
228.17Total
328.17**Parcel #:12-223-31-227-011****2018 45TH ST****Owner of Record**MICHAEL A & BRENDA J CORRADINI
9960 MARTHA KNIGHT CIR
KNOXVILLE, TN 37932Admin. Fee
100.00Charge
225.50Total
325.50**Parcel #:12-223-31-255-010****2114 52ND ST****Owner of Record**KOSTANDO GOCHIS
3322 16TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
218.75Total
318.75**Parcel #:12-223-31-336-025****1712 55TH ST****Owner of Record**SALVADOR GUDINO JR OSEGUERA
5413 36TH AVE
KENOSHA, WI 53144-6912Admin. Fee
100.00Charge
260.89Total
360.89**RESOLUTION TOTAL****8,069.99**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for reinspection fees during 2014, in the total amount of **\$1,480.00**, 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 _____, 2014

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-201-010**6031 31ST AVE****Owner of Record**PAUL J LEVONOWICH
6031 31ST AVE
KENOSHA, WI 53142-3304**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:04-122-12-237-009**7733 36TH AVE****Owner of Record**LORI K LIENAU
7733 36TH AVE
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:10-223-19-278-029**2014 17TH AVE****Owner of Record**SHIRLEY E MESSING
2014 17TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

180.00

Total

280.00

Parcel #:12-223-31-334-001**5506 19TH AVE****Owner of Record**GLOBUS HOLDING CORPORATION
8170 214TH AVE
BRISTOL, WI 53104**Admin. Fee**

100.00

Charge

180.00

Total

280.00

RESOLUTION TOTAL**1,480.00**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Trash and Debris Removal**

BE IT RESOLVED, that special charges for trash and debris removal during 2014, in the total amount of \$730.00, 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 _____, 2014

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development & Inspections

/saz

Parcel #: 01-122-01-107-021

6106 23RD AVE

Owner of Record	Admin. Fee	Charge	Total
ANDREW & JULIE BAVETZ 6106 23RD AVE KENOSHA, WI 53143-4304	100.00	630.00	730.00

RESOLUTION TOTAL

730.00

Kenosha Regional Airport Lease Summary

Ericson Industries, Inc.
10030 - 52nd Street

- 1.) **TERM:** 20 years; July 1, 2014 through and including June 30, 2034
- 2.) **RATE:** Annual Fee \$.20 = \$3,952.00
Biannual Payments \$.20 = \$1,976.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10030 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 19,760 sq. ft./Constructed 1984.
- 6.) **HANGAR DIMENSIONS:** 56' x 242'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs.
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** Lease Renewal

LEASE

Between

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

And

**ERICSON INDUSTRIES, INC.,
A Wisconsin Corporation,
10030 52nd Street,
Kenosha, Wisconsin 53144**

THIS LEASE is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **ERICSON INDUSTRIES, INC.**, a Wisconsin corporation, with offices at 10030 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

WITNESSETH:

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

WHEREAS, the **LESSEE'S** current Lease with the **CITY** expires June 30, 2014; and,

WHEREAS, the **LESSEE** timely requested that the **CITY** negotiate a new Lease with the **LESSEE**; and,

WHEREAS, the **LESSEE** and the **CITY** have negotiated the terms and conditions of a new Lease; and,

WHEREAS, the **LESSEE** desires to enter into this Lease to use land at the Airport for an existing airport T-hangar complex located at 10030 52nd Street consisting of one (1) building, approximately fifty-six (56') feet by two hundred forty-two (242') feet in size; and,

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

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

ARTICLE 1 – PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Nineteen Thousand Seven Hundred Sixty (19,760) square feet of land located at 10030 52nd Street, Kenosha, Wisconsin,

53144, more particularly described on attached Exhibit "A", hereinafter referred to as the "PREMISES".

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

ARTICLE 2 – TERM

2.1 TERM. The term of this Lease is for the period of July 1, 2014 through and including June 30, 2034, hereinafter referred to as the "**TERM**". Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. Subject to Article 3.3, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Three Thousand Nine Hundred Fifty-Two Dollars (\$3,952.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Nine Hundred Seventy-Six Dollars (\$1,976.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

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

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

ARTICLE 4 – IMPROVEMENTS

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

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

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

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

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

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

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

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

4.7 INSPECTION. The **CITY** shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times

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

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

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

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

- a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** for the storage of aircraft and repairs by the aircraft owners of aircraft housed in the T-hangar within the limits of Federal Aviation Administration Regulations and in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended

from time to time. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party.

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

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

ARTICLE 6 - INGRESS AND EGRESS

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

ARTICLE 7 – PARKING

The **LESSEE**, at all times, shall park all vehicles used in connection with the **LESSEE'S** operations wholly on the **PREMISES**. Outdoor storage of the **LESSEE'S** personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor

vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

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

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

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

a. Keep the **PREMISES**, the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the **PREMISES**.

f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the **LESSEE** or **LESSEE'S** employees, invitees or agents, or arising out of **LESSEE'S** operations on the **PREMISES** or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons constructed by the **LESSEE**.

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

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES** or the **IMPROVEMENTS** without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE'S** possession, and care for, maintain or repair all or any part of the **PREMISES** or the **IMPROVEMENTS** which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS** together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY'S** written demand for payment until paid. The **LESSEE'S** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligation to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 10 – PAINTING

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

ARTICLE 11 - ACCESS TO PREMISES

The **LESSEE** agrees to and shall permit the **CITY**, the State of Wisconsin and the United States Government to send their representatives and employees onto the **PREMISES** and any **IMPROVEMENTS** thereon, for the purpose of an inspection thereof. In nonemergency

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

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the **CITY** may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

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

12.3 LICENSES, CERTIFICATES AND PERMITS. The **LESSEE**, at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES**.

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

ARTICLE 13 – UTILITIES

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE**

will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The CITY shall allow the providers of all utilities reasonable access to the boundaries of the PREMISES for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

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

ARTICLE 15 – SANITATION

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

ARTICLE 16 - SNOW REMOVAL

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

ARTICLE 17 - QUIET ENJOYMENT

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

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The CITY, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at LESSEE'S expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the PREMISES or the IMPROVEMENTS, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the CITY, be necessary or advisable, and use the PREMISES for access therefor to other parts of the Airport otherwise not

conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

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

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

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

ARTICLE 21 - NATURAL DISASTER

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

ARTICLE 22 - NATIONAL EMERGENCY

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

ARTICLE 23 – LIABILITY INSURANCE

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

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

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

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the LESSEE fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the CITY in addition to any other remedies available to it, may obtain such insurance coverage and charge the LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the LESSEE to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the

LESSEE to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

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

- A. Commercial General Liability
\$1,000,000.00 Each Occurrence having the following coverages where applicable:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- B. Worker's Compensation: Statutory Limits
 - 1. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

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

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

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

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

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

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

24.7 RESTORATION OF PREMISES. In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS**, and the **CITY** may elect to restore the **PREMISES** to their original condition at the cost and expense of the **LESSEE**, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 – ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the **CITY** Common Council, the **LESSEE** may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE**

shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

a. Transferring all **IMPROVEMENTS** to a third party at fair market value subject to such third party entering into a new lease with the **CITY**;

b. Surrendering the **PREMISES** and all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or,

c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of termination of this Lease. The **LESSEE** shall be responsible for any damage to the **PREMISES** occurring in the course of such removal.

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

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

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

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at

involuntary assignment, transfer or sale shall be void and of no effect.

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

ARTICLE 30 – NONDISCRIMINATION

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

30.2 The **LESSEE** agrees that:

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

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

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

30.3 The **CITY** reserves the right to take whatever action it might be entitled by

law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

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

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

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

ARTICLE 31 – CONTRACTORS

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS**.

ARTICLE 32 – BENEFITS

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

ARTICLE 33 – SUBORDINATION

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

ARTICLE 34 – INTEGRATION

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

ARTICLE 35 - NONWAIVER OF RIGHTS

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

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the CITY or the LESSEE in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the CITY.

ARTICLE 37 - TIME OF THE ESSENCE

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

ARTICLE 38 - NOTICE

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

If to LESSEE:

Ernest G. Stallman

President
Ericson Industries, Inc.
W8279 State Road 67
Sharon, WI 53885

If to CITY:

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

With copies to:

Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

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

ARTICLE 39 – AUTHORITY

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the 4th day of June, 2014, and by action taken by the Common Council on the _____ day of _____, 2014.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a Wisconsin corporation in good standing and that all acts which are a condition precedent entering into this Lease on behalf of Ericson Industries, Inc. have timely taken place.

SIGNATURE PAGES FOLLOW

**ERICSON INDUSTRIES, INC.,
A Wisconsin Corporation**

BY: *Ernest G. Stallman*
ERNEST G. STALLMAN, President

Date: 5-8-14

STATE OF)
) : SS.
COUNTY OF)

Personally came before me this 8th day May, 2014, ERNEST G. STALLMAN, to me known to be President of ERICSON INDUSTRIES, INC. and acknowledged to me that he executed the foregoing instrument as the agreement of said corporation, by its authority.

Dorise M. Henry
Notary Public, Wisconsin County, Kenosha
My Commission expires/is: 1/31/2015

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

May 14, 1990

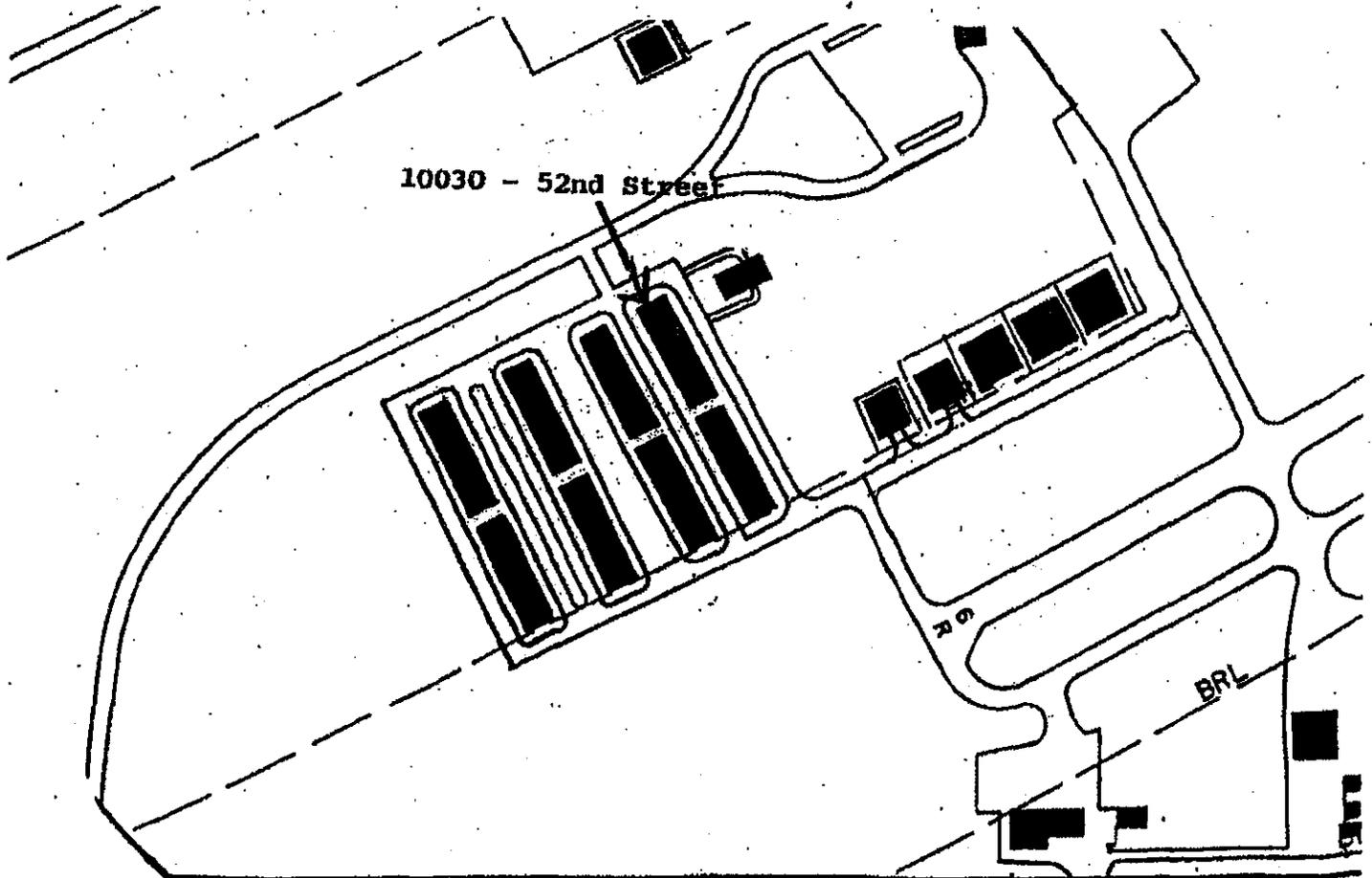
EXHIBIT A
PAGE 1 OF 1

ERICSON INDUSTRIES HANGAR LEASE
LEGAL DESCRIPTION

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

Commencing at the west 1/4 corner of said Section 32, thence N 89°28'49" E, along the south line of said NW 1/4 1859.11 feet; thence N 27°44'00" W, 941.22 feet to the point of beginning; thence S 62°16'00" W, 76.00 feet; thence N 27°44'00" W, 260.00 feet; thence N 62°16'00" E, 76.00 feet; thence S 27°44'00" E, 260.00 feet to the point of beginning.

Parcel contains 19,760 square feet more or less.



·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

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www.kenosha.org

Jeffrey B. Labahn, Director

MEMO

Richard Schroeder, Deputy Director

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

FROM: Michael Maki, Department of Community Development & Inspections *MM*

RE: **Memorandum of Understanding Between the City of Kenosha, Department of Community Development and Inspections and the Kenosha County Department of Human Services**

DATE: June 11, 2014

The proposed Memorandum of Understanding (MOU) between the City of Kenosha and the Kenosha County Department of Human Services (KCDHS) would be a continuation of a twelve (12) year City/County partnership with the KCDHS, Division of Health Lead Hazard Control Program. This program has been highly successful, creating almost 400 Lead Safe housing in units in the City of Kenosha. The KCDHS program has been cited as a "model" program by HUD. KCDHS is the grant administrator for the Kenosha/Racine Lead-Free Partnership Program.

The City has participated in the Lead Hazard Control Program to provide funding for the temporary housing component since 2002. We are currently operating with them under a similar MOU.

For most projects involving lead-based paint hazard reduction work, the residents must move to temporary housing for three to five (3-5) days. Once the work is complete and the lead-paint clearance test is approved, the household can move back into their unit. The temporary housing costs, including lodging and meals, is estimated at almost \$400 per household over the three (3) year project cycle. The Community Development Block Grant (CDBG) funding provided under the MOU may only be used for households being temporarily relocated from housing units located in the City of Kenosha.

Additionally, this MOU provides for cooperation between the City and Division of Health regarding the Division of Health performing Lead Based Paint Risk Assessments for households that receive a City loan. The MOU will allow City Staff to use XRF equipment owned by the Division of Health to perform its own Lead Based Paint Risk Assessments for a daily use fee of \$100. Payment for the daily use fee for the XRF equipment will also come from CDBG Program Income.

The funding of \$50,000, the equipment daily use charge and other reimbursable costs for this MOU will be from CDBG Program Income and would be available over the three (3) year period of the HUD Lead Program Grant. This MOU commitment will provide a local funding match to enhance the Division of Health's grant match requirement.

A recommendation is made to approve the MOU between the City of Kenosha and Kenosha County Division of Human Services to provide up to \$50,000 of CDBG Program Income funding over a three (3) year period for temporary housing costs for up to one hundred thirty-three (133) participating households and an additional daily use fee of \$100 for use of XRF equipment and other reimbursable costs.

MM:kas
Attachments

Finance Committee Agenda Item 6.
Common Council Agenda Item L.3.

June 16, 2014 Pg. 42

**Memorandum of Understanding
Between the
City of Kenosha, Department of Community Development and Inspections
and the
Kenosha County, Department of Human Services**

This Memorandum of Understanding, hereinafter referred to as a "MOU", is made and entered into between the Kenosha County Department of Human Services, a government entity corporation, hereinafter referred to as the "KCDHS", and the City of Kenosha Department of Community Development and Inspections, an organization hereinafter referred to as "CD&I". The parties hereto agree as follows:

WHEREAS, CD&I is supporting the KCDHS grant received from the U.S. Department of Housing and Urban Development (HUD) Lead Hazard Reduction Demonstration Grant Program.

WHEREAS, pursuant to the commitment made by the CD&I and the KCDHS, this MOU is executed outlining the type, scope, and extent of commitments and responsibilities that shall be provided by CD&I during the grant period, which shall begin on September 1, 2014 and expire on August 30, 2017. Both parties herein fully understand and agree to the following roles and responsibilities of CD&I:

1. CD&I Staff shall refer appropriate candidates and properties for participation in the program.
2. CD&I shall provide up to \$50,000 in Federal Community Development Block Grant (CDBG) funds to cover the costs associated with the temporary relocation of up to 133 households during the time that the lead hazard control work is underway and until the Lead Based Paint Clearance testing is approved for occupancy. To be eligible for temporary relocation assistance, the KCDHS Lead Hazard Control Grant Program assistance unit must be located within the City of Kenosha.
3. CD&I shall provide the temporary relocation expenses for households with annual income at or below eighty (80%) percent of the Kenosha County Median Income as published by HUD. Eligible temporary relocation expenses shall include up to fourteen (14) days stay at an approved participating local motel and meal per diem as established for the program. Transportation expenses are not included.
4. CD&I shall reimburse KCDHS for the motel room costs and meal per diem on a quarterly reimbursement basis upon receipt of an invoice, spreadsheet, and proper backup documentation, including household income and the actual motel invoices.
5. CD&I shall cooperate with KCDHS to provide any financial and program information in regard to this agreement as may be required for HUD reporting, monitoring, or any other auditing requirements.
6. CD&I shall provide up to twenty thousand (\$20,000) dollars in personnel services from existing CD&I Staff and/or joint project expenses during the grant period as an "in-kind" match for the Lead Hazard Control Program per the grant application.

7. CD&I shall refer eligible properties generated from City of Kenosha's Property Maintenance Code Enforcement Program, the Emergency Repair Grant Program, the Housing Rehabilitation Loan Program, the HELP Loan Program, and TID Rehab Loan Program to KCDHS.
8. CD&I agrees to reimburse KCDHS a fee of one hundred (\$100) dollars per daily use of KCDHS's XRF, as provided for under number 11 of the KCDHS roles and responsibilities.
9. CD&I agrees to return the XRF to KCDHS by the close of business on the days when it is used.
10. CD&I agrees to provide proof of training and certification to KCDHS for Staff using the XRF.
11. Ring Badges shall be issued to certified CD&I Staff that shall be using the XRF. CD&I agrees to submit badges to KCDHS on a quarterly basis for analysis with results being forwarded to the appropriate CD&I Staff. Costs of analysis to be reimbursed by CD&I.
12. CD&I agrees to reimburse KCDHS for costs of laboratory testing of dust wipe samples.

WHEREAS, pursuant to the commitment made by the CD&I and the KCDHS, this MOU is executed outlining the type, scope, and extent of commitments and responsibilities that shall be provided by the KCDHS. Both parties herein fully understand and agree to the following roles and responsibilities of the KCDHS:

1. KCDHS shall be the grantee responsible for grant administration and project management.
2. KCDHS shall provide all personnel as outlined in the grant application to supervise and administer the day-to-day operations of the Kenosha Lead Hazard Control Grant Program.
3. KCDHS shall conduct lead hazard control activities for a minimum of 133 housing units located in the City of Kenosha at an anticipated cost of one million, seven hundred twenty-nine thousand (\$1,729,000) dollars.
4. KCDHS shall provide matching funds for this grant exceeding one hundred three thousand, seven hundred nineteen (\$103,719) dollars for personnel costs, fringe benefits, fiscal management, office rental expenses, and indirect administrative costs.
5. KCDHS shall be responsible for providing and explaining the rules and requirements for families and individuals receiving Temporary Relocation Assistance through the KCDHS Lead Hazard Control Program.
6. KCDHS Staff shall coordinate and make the motel reservations for the households being temporarily relocated.
7. KCDHS Staff shall obtain quotes for temporary lodging per night room costs from local participating hotels.
8. KCDHS shall submit a quarterly reimbursement request to CD&I for motel room costs and meal per diem, including an invoice, spreadsheet, household income eligibility information as well as copies of the actual motel invoices.

9. KCDHS shall cooperate with CD&I to provide any financial and program information in regard to this agreement as may be required for HUD program reporting, monitoring, or any other auditing requirements.
10. KCDHS shall accept referrals from the City's Property Maintenance Code Enforcement Program, Emergency Repair Grant Program, Housing Rehabilitation Loan Program, and TID Rehab Loan Program, HELP Loan Program, and to the extent possible, give those referrals priority for Lead Hazard Control Program Grant Program Assistance.
11. KCDHS shall provide CD&I with appropriate educational materials or notice of training regarding lead hazard education classes.
12. KCDHS agrees to share information regarding qualified Lead Hazard Control Contractors with CD&I.
13. KCDHS shall submit dust wipe samples obtained by CD&I to ACL Laboratories for testing.

CITY OF KENOSHA

Keith G. Bosman, Mayor

Date

Debra Salas, Clerk/Treasurer

Date

KENOSHA COUNTY DEPARTMENT OF HUMAN SERVICES

John Jansen, Director

Date

·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

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www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

MEMO

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

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: Request for an Extension to the 2013 CDBG Subgrantee Agreement
- Kenosha Human Development Services, Inc. / Facility Improvements

DATE: June 11, 2014

Kenosha Human Development Services, Inc. is requesting an extension to their 2013 Community Development Block Grant (CDBG) Subgrantee Agreement for the roof replacement at their Juvenile Shelter Care at 6012 8th Avenue.

The original Agreement, approved by the Common Council on August 19, 2013, was for the period of January 1, 2013 to December 31, 2013. That Agreement was extended to June 30, 2014 by the Common Council as Item K.1.(c) on December 2, 2013.

A letter from Kenosha Human Development Services, Inc. requesting an Agreement extension to November 30, 2014 is attached.

Original Agreement Amount	\$38,000.00
Amount expended to date	<u>\$.00</u>
Current Balance	\$38,000.00

If there are any questions, please contact me at the 653.4039 or via email at tgeliche@kenosha.org.

TG:kas
Attachment

COMMUNITY DEVELOPMENT BLOCK GRANT

**AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF KENOSHA
AND
Kenosha Human Development Services, Inc.
(Facility Improvements)**

**EXTENSION FOR USE OF FUNDS
- 2013 Funding Year -**

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

WHEREAS, the parties hereto have previously entered into an Agreement, relative to funding and services, approved by the Common Council on the 19th day of August, 2013, Item K.1.(h) and Amended to June 30, 2014 on December 2, 2013, Item K.1.(c).

WHEREAS, the parties hereto desire to amend said agreement.

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

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through November 30, 2014.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than November 30, 2014, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 19, 2013, Item K.1.(h) shall remain as approved unless amended as part of this amendment.

*CITY OF KENOSHA
A Municipal Corporation*

CONTRACTOR

BY: _____
Mayor Keith G. Bosman

BY: _____
Board President

Countersigned

Countersigned

BY: _____
Debra L. Salas, Clerk/Treasurer

BY: _____

DATE: _____

DATE: _____



Kenosha
Human
Development
Services, Inc.

*A Private, Non-Profit
Community Social
Services Agency*

24-Hour Crisis Intervention

May 28, 2014

Anthony Geliche
Community Development Specialist
Department of City Development
625 52 Street, Room 308
Kenosha, WI 53140

Dear Mr. Geliche:

This letter is to respectfully request an extension of our subgrantee agreement for Community Development Block Grant Funds to November 30, 2014. This is an extension of an agreement that runs from January 1, 2013 to July 31, 2014.

The purpose of these funds is to replace the roof on our Juvenile Shelter Care at 6012 8th Avenue. This extension should give us ample time to get the work completed.

Please let me know if you need further information.

Sincerely,

Lester B. Wright
Executive Director



·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 and Members of the Common Council
Members of the Finance Committee

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: Request for an Extension to the 2013 CDBG Subgrantee Agreement
- Women and Children's Horizons, Inc. / Facility Improvements

DATE: June 11, 2014

Women and Children's Horizons Inc. is requesting an extension to their 2013 Community Development Block Grant (CDBG) Subgrantee Agreement for the window and door replacement at their shelter.

The original Agreement, approved by the Common Council on August 19, 2013, was for the period of January 1, 2013 to December 31, 2013. That Agreement was extended to June 30, 2014 by the Common Council as Item K.1.(j) on December 2, 2013.

A letter from Women and Children's Horizons, Inc. requesting an Agreement extension to August 31, 2014 is attached.

Original Agreement Amount	\$45,000.00
Amount expended to date	\$.00
<i>Current Balance</i>	<i>\$45,000.00</i>

If there are any questions, please contact me at the 653.4039 or via email at tgeliche@kenosha.org.

TG:kas
Attachment

COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF KENOSHA
AND
Women and Children's Horizons, Inc.
(Facility Improvements)

EXTENSION FOR USE OF FUNDS
- 2013 Funding Year -

This Amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and Women and Children's Horizons, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into an Agreement, relative to funding and services, approved by the Common Council on the 19th day of August, 2013, Item K.1.(r) and Amended to June 30, 2014 on December 2, 2013, Item K.1.(j).

WHEREAS, the parties hereto desire to amend said agreement.

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

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through August 31, 2014.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than August 31, 2014, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 19, 2013, Item K.1.(r). shall remain as approved unless amended as part of this amendment.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____
Mayor Keith G. Bosman

BY: _____
Board President

Countersigned

Countersigned

BY: _____
Debra L. Salas, Clerk/Treasurer

BY: _____

DATE: _____

DATE: _____

May 21, 2014

RE: CDGB Grants Women and Children's Horizons Facility projects 2013

This letter serves as a request to extend the grant period for the above mentioned project. The two primary factors delaying the project were inclement weather patterns and the resignation of WCH's business coordinator, the person who also handled maintenance related issues within the agency.

Following the bidding process, the WCH Board of Directors has selected Buskirk Construction to complete the project. Jim Buskirk and his staff have revisited the project site to take the precise measurements necessary to order the replacement windows and doors. It is estimated it will take 5 weeks to receive the windows and doors before the replacement process can begin.

WCH requests that the facility project be extended until August 31, 2014.

Thank you for consideration of this request.

Sincerely,



Beth Ballo
Executive Director
Women and Children's Horizons



Women and Children's Horizons, Inc.
2525 63rd Street - Kenosha, WI 53143 / Administrative and Support Services: (262) 656-3500 / Fax: (262) 656-3402
Email: admin@wchkenosha.org / Website: wchkenosha.org

**CONTRACT TO REMOVE ASBESTOS AND OTHER PARTICULATES:
at**

**4627 37th Avenue, Tax Key No. 09-222-36-227-006
4816 37th Avenue, Tax Key No. 09-222-36-230-013
4817 37th Avenue, Tax Key No. 09-222-36-231-003
5814 19th Avenue, Tax Key No. 12-223 31-357-021**

By And Between

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

And

**PROFESSIONAL ASBESTOS REMOVAL & SURVEY SERVICES (PARSS),
A Wisconsin Corporation,**

THIS AGREEMENT, Made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **Professional Asbestos Removal & Survey Services (PARSS)**, a Wisconsin Corporation with its principal place of business located at 12440 W. Robin Lane, Brookfield, WI. 53005, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, **CONTRACTOR** has submitted to **CITY** a written proposal to remove asbestos and other particulates from four (4) buildings according to the specifications and special conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this Contract; and,

NOW, THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

1. DEFINITIONS.

- a. "**CITY**" shall mean the City of Kenosha, Wisconsin.
- b. "**DIRECTOR**" shall mean the Chair of the City of Kenosha Community Development, the City's Director of Community Development and Inspections and includes designees.
- c. "**CONTRACT**". The following documents comprise the complete Contract: Request for Proposals, Proposal, Site Inspection Reports, Executed Contract,

Environmental/Special Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal. Determinations of City representative in charge of Project, Change Orders, Affidavit Respecting Construction Lien Waivers/Releases, Contract notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this Contract are on file in the Department of Finance and are incorporated into this Contract by reference.

d. **"CONTRACTOR"** shall mean the party who proposed to do Work herein described and whose Proposal was accepted by CITY Director of Finance. The term shall include any approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the removal and disposal of asbestos and other particulates from specified buildings, including, but not limited to, the providing of labor, service, materials, the oversight of approved subcontractors, and the disposal and dumping of materials and debris arising out of the remediation.

f. **"OVERPAYMENT"** means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this Agreement, including, but not limited to, excess payment made in error and payment for defective and/or rejected Work which was redone or replaced and accepted by **CITY**.

2.

WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.

CONTRACTOR, for the sum of Eleven Thousand Eight Hundred and Eighty-Seven Dollars and Zero Cents (\$ 11,887.00) will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this Contract. Work shall consist of removing and disposing of all Category I and Category II asbestos containing material, RACM and other identified particulates from the following buildings:

- a. **4627 37th Avenue, Kenosha, Wisconsin 53144**
Tax Parcel No. 09-222 -36 -227 -006

Description: A two-story wood frame building of approximately 3,397 square feet together with basement and attic.

- b. **4816 37th Avenue, Kenosha, Wisconsin, 53144**
Tax Parcel No. 09-222-36-230 -013

Description: A two-story wood frame building of approximately 3,397 square feet together with basement and attic.

- c. **4817 37th Avenue, Kenosha, Wisconsin, 53144**
Tax Parcel No. 09-222-36-231 -003

Description: A two-story wood frame building of approximately 3,250 square feet together with basement and attic.

- d. **5814 19th Avenue, Kenosha, Wisconsin, 53144**
Tax Parcel No. 12-223-31-357 -021

Description: A two-story wood frame single-family residential building of approximately 884 square feet together with basement and attic.

All Work shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this Contract and the Specifications and Special Conditions, the Specifications and Special Conditions, will control and supersede an inconsistent Contract provision.

3. COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.

CONTRACTOR will prosecute Work diligently until fully complete in accordance with this Contract. **CONTRACTOR** shall obtain required permits and commence remediation Work no later than fifteen (15) days of written notice to begin and to finish work within thirty (30) days of notice to proceed.

CONTRACTOR, in the event of a dispute respecting quantity or quality of Work, shall not refuse to perform Work and shall not delay the performance of Work pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

CONTRACTOR has the duty of requesting an extension of time to complete the Work from the **DIRECTOR**, in writing, prior to the time for Contract completion, where the progress of the Work was delayed such that the Work will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **DIRECTOR** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **DIRECTOR** determine that the Work will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **DIRECTOR** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete Work on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend Work by **CONTRACTOR** and take such other measures as will assure completion of Work within the Contract time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **DIRECTOR** from stopping the **CONTRACTOR** from proceeding with Work beyond the time set for the completion date where the completion date was not extended.

- 4. CONTRACT TERM.** The term of this Contract shall be from the date of execution until each of the following:

- a. Respecting Work, until completion and acceptance.
- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this Agreement, the nonbreaching party shall thereupon have the right to terminate the Agreement by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach within said ten (10) day period to the satisfaction of the party that gave notice of the breach.

CONTRACTOR shall perform no new or additional Work upon receipt of a notice of termination without the advance, written permission of **DIRECTOR**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **PERFORMANCE BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the Contract obtain a Performance Bond or other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this Contract not be faithfully and timely performed by **CONTRACTOR**.

7. **DIRECTOR DECISION FINAL.** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this Contract, or as to the manner of execution of Work, or as to the quality of Work executed, or as to the quality or quantity of materials used, or as to the timely completion of the Work, the decision of **DIRECTOR** shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the **DIRECTOR** be challenged in Court, the Court may only set aside a decision of **DIRECTOR** if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with Work as will assure professional quality of Work and a rate of progress which will assure the timely completion of Work. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform Work.

9. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend Work where he believes that **CONTRACTOR** is not performing Work in accordance with this Contract. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete Work where Work is suspended by **DIRECTOR** for good cause.

10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend Work for a period of time, the deadline for completion of Work shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits Work, this Contract shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for Work performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of Work, this Contract shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of Work.

11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of Work identified in **CITY** Request for Proposals. Increases in the scope of Work shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the Contract as a guideline. Change Orders must be approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a Contract amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this Contract by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.

12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this Contract shall be submitted, in written form, to the **DIRECTOR** within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves work which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.

13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** **CONTRACTOR** will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by **CITY**. **CONTRACTOR** is responsible for the Work of subcontractors and for delays in Work occasioned thereby. **CONTRACTOR** has a duty to remove and replace subcontractors whose involvement in Work will result in a breach of this Contract. Furthermore, should **DIRECTOR**, in his/her sole discretion, determine the subcontractors whose involvement in the Work will result in a breach, **DIRECTOR** shall have the right, in writing, to compel **CITY** to remove and replace said subcontractors.
15. **CONTROL AND PROTECTION OF WORK SITE.** **CONTRACTOR** shall be responsible for the control and protection of Work site from commencement of Work until Work is completed. **CONTRACTOR** shall keep the site secure and inaccessible to the public.
16. **SALVAGE RIGHTS.** **CONTRACTOR** shall not remove any salvageable materials from the buildings.
17. **WARRANTY.** **CONTRACTOR** warrants that all Work will be performed in accordance with State Codes and to the satisfaction of the State of Wisconsin Department of Natural Resources.
18. **CITY COOPERATION.** **CITY** will reasonably cooperate with **CONTRACTOR** to facilitate **CONTRACTOR'S** performance of Work. **CONTRACTOR** will provide reasonable notice to **CITY** when the assistance thereof is requested. However, **CITY** has no obligation to supervise or perform any part of Work.
19. **GOVERNMENTAL PERMITS AND APPROVALS.** **CONTRACTOR** is fully responsible, at **CONTRACTOR'S** cost and expense, to procure such permits and approvals as may be required from any governmental body, including the **CITY**, as a precondition to the performance of Work, including, but not limited to, permits to temporarily obstruct streets, and asbestos removal permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.
20. **LAW, RULES AND REGULATIONS.** **CONTRACTOR** shall comply with all Federal, State and local laws, rules and regulations applicable to the performance of this Contract and Work. This Contract shall be deemed made in and construed under the laws of the State of Wisconsin.
21. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although **CONTRACTOR** performs Work as an independent contractor, **DIRECTOR** shall have the right to request **CONTRACTOR** to remove and replace any of **CONTRACTOR'S** employees involved in Work when said employee does not furnish quality workmanship or is uncooperative with or disrespectful to any **CITY** personnel

associated with Work. **CONTRACTOR** shall comply with any reasonable request.

22. **CONTRACTOR**, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom **DIRECTOR** may furnish instructions or orders, or make inquiries of at all times when Work is being performed. The name of such employee or agent shall be submitted to **DIRECTOR**, in writing, upon commencement of Work.

23. **WATER USE. CONTRACTOR** has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, shall be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. A deposit and fee shall be required to be paid by **CONTRACTOR**.

24. **SANITATION AND HEALTH. CONTRACTOR** has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such Work site precautions as will deter the spread of infectious diseases. **CONTRACTOR** shall not use materials in such manner as to pose a health hazard. **CONTRACTOR** shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.

25. **INSPECTION. CITY** has the right, at its cost and expense, to assign or retain inspectors to determine that Work is in conformance with the Contract. However, only **DIRECTOR** can reject Work. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of the duty of making its own inspections and of itself rejecting improper or defective Work, by its employees, subcontractors, suppliers and agents. The failure of a **CITY** inspector to notice or reject improper or defective work shall not waive any rights of **DIRECTOR** to have **CONTRACTOR** take corrective action at **CONTRACTOR'S** cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by **CITY** shall not relieve **CONTRACTOR** of its duty to maintain a safe workplace.

26. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the Work, Work site and prevailing year-round weather conditions which affect Work and the Work site.

27. **UTILITIES. CONTRACTOR** has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at **CONTRACTOR'S** cost and expense.

28. **CLEANUP. CONTRACTOR** shall at all times keep the site and off-site areas related to Work, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the Work site, in a clean and sanitary condition, free from any

rubbish, debris, surplus or waste materials that have accumulated as a result of Work.

Within ten (10) days after the completion of Work, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the Work site and off site areas related to Work, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR** neglect any such duty, **DIRECTOR** may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

29. **PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS.** **CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this Contract and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the Work. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance. **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. **CONTRACTOR** shall submit an affidavit with the final request for payment stating it has complied with all the prevailing wage conditions.
30. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform Work within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision.
- This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from **CONTRACTOR**.
31. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend Work, to order the revision of nonconforming Work, to relet all or part of Work or to itself perform such Work as may be required to ensure the timely completion of Work or to replace improper or defective Work, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this Contract.
32. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on

the unpaid balance, until paid in full.

Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to Work under this Contract, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.

33. **SAFETY PRECAUTIONS.** **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make Work site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with Work, during both day and night hours. **DIRECTOR** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the Work site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **DIRECTOR** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis. In the event of termination of this contract prior to completion of Work, **CONTRACTOR** shall continue to be responsible for maintaining the safety of the Work site until relieved of his obligation by **DIRECTOR** or until relieved of this obligation by **DIRECTOR** or until another contractor takes possession of the Work Site.
34. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of Work and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after **DIRECTOR** executed a document accepting Work as being performed in accordance with this Contract, subject to the following.
- ◆ Payment will not be made for so long as any order made to **CONTRACTOR** by **DIRECTOR** seeking compliance with the Contract is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against **CONTRACTOR** for improper, defective or rejected work; liquidated damages due to delay in the schedule of time for Work completion; failing to take safety precautions; by the amount of setoffs authorized by this Contract, or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this Contract.
 - ◆ Work shall not be accepted by **DIRECTOR** until all employees, subcontractors and suppliers have been fully paid for all work, labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY'S** Community Development and Inspections Department.

35. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
36. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this Contract, enter into a joint enterprise or sublet any Work without the express written approval of **DIRECTOR** and **CITY** is not liable for any costs and expenses arising therefrom. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the **DIRECTOR** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any work performed by an unauthorized party. However, if this Contract is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the Work site until relieved of this obligation by **DIRECTOR** or until another **CONTRACTOR** takes possession of the Work site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.
37. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this Contract, defend, indemnify and hold harmless **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.
38. **INSURANCE.** **CONTRACTOR** and subcontractors shall procure and maintain, during the Term of this Contract, insurance policies, as hereinafter specified issued by a Company authorized and licensed to do business in the State of Wisconsin having a minimum AM Best rating of A-. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** shall be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. **CONTRACTOR**, prior to executing this Agreement, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including the naming of **CITY** as "additional insured", and (b) proof of payment of premium to **CITY**. If for any reason, the insurance coverage required herein lapses, **CITY** may declare this Contract null and void as of the date no valid insurance policy was in effect. Throughout the duration of this Contract certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request. Should **CONTRACTOR** or any other subcontractors fail to furnish, deliver and maintain

such insurance coverage as provided herein, **CITY** may terminate this Contract pursuant to Section 5. The failure of **CONTRACTOR** or any subcontractors to take out and/or maintain the required insurance shall not relieve **CONTRACTOR** from any liability under this Agreement.

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

a) Commercial General Liability

\$1,000,000.00, Per Occurrence
\$2,000,000.00, Aggregate

b) Automobile Liability (owned, non-owned, leased)

Combined Single Limit:
\$1,000,000.00

c) Excess Umbrella Liability:

Minimum limit of \$2,000,000.00. Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial General Liability Policy.

d) Pollution Legal Liability:

Minimum liability of \$2,000,000.00

e) Worker's Compensation: Statutory Limits:

- i. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

39. COOPERATION. CONTRACTOR shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for Work. Further, although **CONTRACTOR** has possession of Work site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to Work site at all times.

40. SEVERABILITY. It is mutually agreed that in case any provision of this Contract is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

41. NONDISCRIMINATION. In the performance of Work under this Contract,

If to **CONTRACTOR:** Elizabeth Arkowski
President
Professional Asbestos Removal & Services Corp.
12440 W. Robin Lane
Brookfield, Wisconsin 53005

Notice shall be effective as of the date of delivery, if by hand, or mailing if by certified mail.

45. EXHIBITS. The following Exhibits are attached hereto and are a part hereof:

- a. Specifications and Special Conditions;
- b. Proposals;
- c. Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Bid Proposal or Bid;
- d. Full and complete list of subcontractors and major suppliers;

46. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signature pages follow

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

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

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
DEBRA SALAS,
City Clerk/Treasurer

Date: _____

**STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)**

Personally came before me this _____ day of _____, 2014, **KEITH G. BOSMAN, Mayor,** and **DEBRA SALAS, City Clerk/Treasurer** of **THE CITY OF KENOSHA, WISCONSIN,** a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

**CONTRACTOR:
PROFESSIONAL ASBESTOS REMOVAL &
SURVEY SERVICES,
A Wisconsin Corporation**

BY: _____
Elizabeth Arkowski, President

Date: _____

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014,
_____, _____(Title) of _____, a _____,
to me known to be such _____(Title) of said _____, and acknowledged to me that
he executed the foregoing instrument as such _____(Title) as the contract of said corporation,
by its authority.

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond SU 112 6851 B

KNOW ALL MEN BY THESE PRESENTS: that
PROFESSIONAL ASBESTOS REMOVAL AND SURVEY SERVICES CORPORATION (Here insert full name and address or legal title of Contractor)
12440 W ROBIN LANE
BROOKFIELD, WI 53005
as Principal, hereinafter called Contractor, and,
ARCH INSURANCE COMPANY (Here Insert full name and address or legal title of Surety)
3100 BROADWAY
KANSAS CITY, MO 64111
as Surety, hereinafter called Surety, are held and firmly bound unto
CITY OF KENOSHA (Here insert full name and address or legal title of Owner)
625 52ND STREET- ROOM 208
KENOSHA, WI 53140
as Obligee, hereinafter called Owner, in the amount of ELEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN
AND 00/100 Dollars (\$ 11,887.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____ 19____, entered into a contract with Owner for
PROPOSAL NOTICE NO 08-14 ASBESTOS REMOVAL FROM 4 RESIDENCES
4627, 4816, 4817 3RD AVENUE AND 5814 19TH AVENUE
in accordance with Drawings and Specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

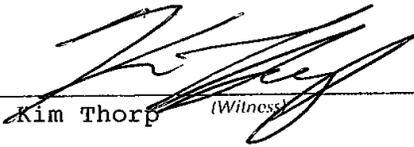
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

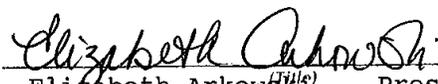
Signed and sealed this 10TH

day of JUNE

192014

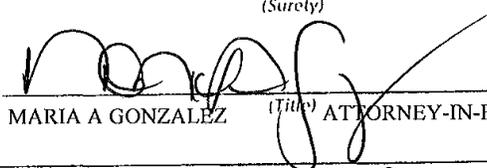


 Kim Thorp (Witness)

PROPOSAL NOTICE NO 08-14 ASBESTOS REMOVAL FROM 4 RESIDENCES **NO SEAL**
 _____ (Principal)

 Elizabeth Arkowski (Title) President



 (Witness)

ARCH INSURANCE COMPANY
 _____ (Surety)

 MARIA A GONZALEZ (Title) ATTORNEY-IN-FACT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

SU 112 6851 B

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that
PROPOSAL NOTICE NO 08-14 ASBESTOS REMOVAL FROM 4 RESIDENCES
12440 W ROBIN LANE
BROOKFIELD, WI 53005
as Principal, hereinafter called Principal, and,
ARCH INSURANCE COMPANY
3100 BROADWAY
KANSAS CITY, MO 64111
as Surety, hereinafter called Surety, are held and firmly bound unto
CITY OF KENOSHA
625 52ND STREET- ROOM 208
KENOSHA, WI 53140

(Here insert full name and address or legal title of Contractor)

(Here insert full name and address or legal title of Surety)

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ELEVEN THOUSAND EIGHT HUNDRED EIGHTY-SEVEN Dollars (\$11,887.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 19 , entered into a contract with Owner for PROPOSAL NOTICE NO 08-14 ASBESTOS REMOVAL FROM 4 RESIDENCES 4627, 4816, 4817 3RD AVENUE AND 5814 19TH AVENUE in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which the legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 10TH

day of JUNE

19 2014



Kim Thorp (Witness)

PROPOSAL NOTICE NO 08-14 ASBESTOS REMOVAL FROM 4 RESIDENCES NO SEAL
(Principal) (Seal)



Elizabeth Arkowski (Title) President



(Witness)

ARCH INSURANCE COMPANY
(Surety) (Seal)



MARIA A GONZALEZ (Title) ATTORNEY-IN-FACT

VOID

SL 112 6851B

AIC 0000115672

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Dana M. Kuber, Maria A. Gonzalez, Michael J. Friedrich and William A. Ballay of Bridgeview, IL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 8th day of May, 2014.

Attested and Certified

Arch Insurance Company

Patrick K. Nails
Patrick K. Nails, Secretary



David M. Finkelstein
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Helen Szafran
Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 8, 2014 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 10 day of JUNE, 2014.

Patrick K. Nails
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	BONDING & INSURANCE SPECIALISTS AGENCY, INC. 9340 S. HARLEM AVENUE BRIDGEVIEW, IL 60455 <small>IN CALIFORNIA, DBA BONDS AND INSURANCE SERVICES, L.I.C. #0795489</small>	CONTACT NAME	KAREN OCONNELL	
		PHONE (A/C, No, Ext):	708-598-5355	FAX (A/C, No):	708-598-6686
		E-MAIL ADDRESS:	KCONNELL@BISA-INC.COM	
INSURED	PROFESSIONAL ASBESTOS REMOVAL & SURVEY SERVICES CORPORATION 12440 W. ROBIN LANE BROOKFIELD, WI 53005-0095	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	ARCH SPECIALTY INSURANCE COMPANY	21199
		INSURER B:	ARCH INSURANCE COMPANY	11150
		INSURER C:	WEST BEND MUTUAL INSURANCE COMPANY	15350
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 131192 **REVISION NUMBER:**

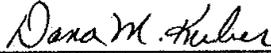
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLLUTION LIABILITY <input checked="" type="checkbox"/> INCLUDES ASBESTOS OPS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	12 EMP 43736 08	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 *PER CLAIM \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA 9948	X		11 CAB 58280 03	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	12 EMX 71766 04	01/01/14	01/01/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZZZ 0701041 09	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> CONTRACTORS POLLUTION LIABILITY MOLD OPS-CLAIMS MADE FORM <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY-CLAIMS MADE FORM	X	X	12 EMP 43736 08	01/01/14	01/01/15	\$1,000,000 MOLD LIMIT - PER CLAIM \$1,000,000 MOLD AGGREGATE \$1,000,000 PER CLAIM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ALL PROJECTS DONE DURING THE CAPTIONED POLICY TERM.

THE CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER CITY OF KENOSHA ATTN: MR. MARK WILLING FINANCE DEPARTMENT - ROOM 208 625 52ND STREET KENOSHA, WI 53140 IKAQ	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SITE ASSESSMENT GRANT CONTRACT

BETWEEN

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

CITY OF KENOSHA

This Contract is entered into by and between the successor to the economic and community development operations of the Wisconsin Department of Commerce, the Wisconsin Economic Development Corporation (“WEDC”) and the City of Kenosha (“Recipient”).

WHEREAS, the Recipient has applied to WEDC for economic development assistance under the Site Assessment Grant (SAG) program, as established by Section 238.133 of the Wisconsin Statutes, to undertake activities consistent with the program requirements; and

WHEREAS, the Recipient meets the eligibility requirements and will comply with all requirements under Section 238.133 of the Wisconsin Statutes for awarding a grant under that section; and

WHEREAS, WEDC has approved an award to the Recipient of up to One Hundred Fifty Thousand dollars (\$150,000) based on the Recipient's application and the aforementioned award shall be utilized according to and consistent with the terms and conditions of this Contract.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Contract, WEDC and Recipient agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the meanings set forth below.

(a) “Application” means the Site Assessment Grant application submitted by the City of Kenosha.

(b) "Brownfields" mean abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(c) “Contract” means this Site Assessment Grant Contract between WEDC and the Recipient, together with any future amendments thereto. The term of this Contract shall extend until the Recipient's obligations hereunder are fulfilled as determined by WEDC.

(d) "Effective Date" means the date this Contract is executed by WEDC.

(e) "Eligible Project Costs" mean all costs and expenditures, outlined in Exhibit A, actually incurred by the Recipient in connection with the Project between June 3, 2013 and December 31, 2014, excepting only Soft Costs. Activities performed to cover eligible project costs shall be performed by a qualified and independent third party.

(f) "New Full-Time Position" means any permanent, full-time Position where an employee is required, as a condition of employment, to work at least 40 hours per week and 2,080 hours per year including paid leave and holidays. The term "Full-Time Position" does not include temporary, seasonal or part-time employees.

(g) "PECFA" means the Petroleum Environmental Cleanup Fund Act.

(h) "Project" means the brownfields redevelopment or environmental site investigation activities undertaken on the brownfield facility or site described in Exhibit A.

(i) "Recipient" means the City of Kenosha together with its lawful successors and assigns.

(j) "SAG" means the Site Assessment Grant program.

(k) "Soft Costs" mean relocation costs, legal and accounting fees, insurance premiums, commitment fees, appraisal fees, loan application fees, contingency fees, loan interest, and project administration costs incurred by the Recipient.

(l) "WEDC" means Wisconsin Economic Development Corporation, together with its lawful successors and assigns.

2. **WEDC's Grant Obligations.**

(a) Subject to the terms and conditions set forth in this Contract, including the Recipient's satisfaction of the contingencies in Section 4, WEDC shall grant up to \$150,000 in funds under the Site Assessment Grant Program to the Recipient for Eligible Project Costs.

3. **The Recipient's Grant Obligations.**

(a) The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A.

(b) The Recipient shall contribute a Project match in accordance with Exhibit A and shall be responsible for payment of any and all cost overruns necessary to complete the Project.

(c) The Recipient shall notify WEDC in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the project as presented in

Recipient's application. Adverse impacts consist of but are not limited to lawsuits, regulatory intervention, and inadequate capital to complete the project.

(d) The Recipient shall comply with all applicable laws including, but not limited to environmental laws.

4. **WEDC's Contingencies.** WEDC's obligation to grant SAG funds to the Recipient shall be contingent upon satisfaction of the following contingencies to the reasonable satisfaction of WEDC:

(a) The representations and warranties of the Recipient herein and in the Application shall be true and accurate as of the Effective Date.

(b) As of the Effective Date, the Recipient shall not be in default under the terms of any loan agreements, leases or financing agreements, with any creditor.

5. **Disbursement of Grant Proceeds.**

(a) Subject to the terms and conditions of this Contract, including the satisfaction by the Recipient of the contingencies in Section 4, grant disbursements from WEDC to the Recipient hereunder for Eligible Project Costs shall be made on a periodic basis upon WEDC's receipt and approval of the requests for disbursement and supporting documentation.

(b) The Recipient shall submit no more than 5 disbursement requests per award.

(c) The following supporting documentation is required with each request for disbursement submitted to WEDC:

1. A report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the last SAG disbursement.

2. Paid itemized invoices from vendors, suppliers, and contractors covering BG funds and matching funds contributed by the Recipient.

3. Documentation demonstrating the amount requested can be substantiated by proof of payment acceptable to WEDC. Proof of payment shall consist of but not be limited to cancelled checks and paid invoices.

The Recipient shall use the forms provided by WEDC to request grant disbursements. A sample form is attached as Exhibit C.

(d) Upon WEDC's review and approval of the Recipient's request for disbursement, payments shall be made to:

City of Kenosha
625 52nd Street
Kenosha, WI 53140
Attention: Keith Bosman

that: (e) WEDC, in its sole discretion, may withhold disbursements if WEDC determines

1. The Recipient has not provided adequate documentation of Eligible Project Costs, has failed to file required reports with WEDC, or has failed to make adequate progress on the Project;
2. The Recipient is not in compliance with or is in default under the terms and conditions of this Contract; or
3. The Recipient requests SAG reimbursement for expenses reimbursable under the provisions of PECFA.

6. **Insurance.**

(a) The Recipient shall procure and maintain comprehensive property damage, commercial general liability and business interruption insurance reasonably acceptable to WEDC and shall, upon the request of WEDC, deliver an Officer's Certificate specifying details of such insurance in effect.

7. **“Event of Default” Defined.** Consistent with Wis. Stat. § 238.03(3)(b), either of the following events constitutes an Event of Default:

- (a) The Recipient’s submission to WEDC of false or misleading information;
- (b) The Recipient’s failure to comply with or perform the terms of this Agreement, unless WEDC is satisfied with the Recipient’s explanation for its noncompliance.

8. **Remedies in Event of Default.**

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure the default to the reasonable satisfaction of WEDC within thirty (30) calendar days, or if the breach is not capable of being cured within a 30 day period, and the Recipient fails to undertake, in good faith, commercially reasonable efforts to cure the breach and fails to continue until the breach is cured to the reasonable satisfaction of WEDC, WEDC may, without further written notice to the Recipient, declare the Recipient in default. The period to cure may not be extended beyond 90 days.

(b) In the Event of Default, WEDC may, consistent with Wis. Stat. § 238.03(3)(b), terminate this Agreement and recover from the Recipient:

1. The Funds disbursed to the Recipient under this Agreement;
2. All court costs and reasonable attorney's fees incurred by WEDC to recover the amounts owed by the Recipient under this provision; and
3. A Financial Penalty of up to 1.0% of the Grant.

(c) The amounts under (b) shall be paid to WEDC within 30 calendar days of demand by WEDC. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of 12% from the date of the notice of the Event of Default.

9. **Recipient's Warranties and Representations.** To induce WEDC to enter into this Contract, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient hereby warrants and represents that:

(a) The Recipient is a "local government unit" as defined in Section 238.133(1)(b) of the Wisconsin Statutes.

(b) The Recipient has the power and authority to carry on its business in Wisconsin and other jurisdictions as now conducted.

(c) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary.

(d) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(e) The undersigned officer and agent of the Recipient are fully authorized to execute and deliver this Contract on behalf of the Recipient.

(f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(g) The Recipient has read, fully understands, and agrees to all of the terms and conditions in this Contract and the related grant documents.

(h) The Recipient is financially solvent, has the funds necessary to complete the Project and is able to comply with all of the terms and conditions set forth in the Contract.

(i) In making these warranties and representations, the Recipient has not relied upon any information furnished by WEDC.

(j) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by WEDC in deciding whether to enter into this Contract with the Recipient. The Recipient shall retain the financial records for at least three years after their creation.

(k) The Recipient's warranties and representations herein are true and accurate as of the date of this Contract, and shall survive the execution thereof.

10. **Recipient Covenants.**

(a) **Project Bidding.** The Recipient shall follow all applicable state laws regarding bidding for environmental remediation or redevelopment activities.

(b) **Record Keeping.** The Recipient shall prepare, keep, maintain, and submit such records as may be reasonably required by WEDC to show:

1. Compliance with Wisconsin state statutes and WEDC policy;
2. The amount and disposition of SAG funds disbursed under this Contract;
3. The total cost of the Project; and
4. The number of Full-Time Positions retained, created, filled and maintained by the Recipient.

(c) **Inspection.** The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Contract, the Project and the use and disposition of the SAG funds. WEDC and its agents shall, at any time, have the right to enter upon the Project site for the purpose of inspecting the Project.

(d) **Work and Safety Plans.** The Recipient shall provide WEDC with a work and safety plan developed by the consultant or party performing oversight of environmental activities.

(e) **Semi-Annual Reports.** The Recipient shall provide WEDC with semi-annual narrative reports containing the following information:

1. The amount and disposition of grant funds provided and disbursed under this Contract;
2. The amount and disposition of matching funds or in-kind services provided by the Recipient;

3. The total cost of the Project up to the date of the respective semi-annual report;
4. The total number of New Full-Time Positions created, filled and maintained;
5. The hourly wage paid to each person hired to fill the New Full-Time Positions;
6. A summary of the progress of the Project, including activities completed, anticipated, and changes to the nature or scope of the Project;
7. Copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(f) Sample Semi-Annual Report. A sample of a report meeting the semi-annual reporting requirements of paragraph 10.(e) is attached as Exhibit B. These reports are due on or before the date shown in the following table:

Report Number	Period Covered	Report	Due Date
1	6/3/2013-6/30/2014	Annual Report - change to reflect budget revision and Contract Execution	7/31/2014
2	7/1/2014-12/31/2014	Final Report	1/31/2015

(g) Final Report. The Recipient shall submit a final Project report by January 31, 2015. The final scheduled semi-annual report shall include an appraisal of the property value with improvements and a comprehensive summary of the completed project.

(h) Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

(j) Nondiscrimination in Employment. Consistent with Wis. Stat. sec. 16.765: In connection with the performance of work under this contract, the recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(k) Affirmative Action Compliance. The Recipient will work with the Department of Administration on an Affirmative Action Plan consistent with Subsection 10.(i) of this contract.

(l) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC prior to any acquisition or merger by or with any unrelated corporation or business entity.

(m) Overhead Expenses. The Recipient shall not use the SAG grant to pay for any Soft Costs or overhead expenses.

11. Wisconsin Open Records Law and Confidential Documents.

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Open Records Law, § 19.31 et seq.

(b) Except as otherwise required or provided by court order, legal process or applicable law including § 19.31 et seq., WEDC shall not reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Open Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

1. Clearly mark the document as not subject to disclosure under the Open Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."
2. Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Open Records Law.

3. If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a request for information marked under paragraph (c).

12. **Entire Contract.** This Contract and the accompanying documents and exhibits contain the entire agreement of the parties concerning the Recipient's obligations under the terms and conditions of this Contract. This Contract may not be amended, modified or altered except in a writing signed by the Recipient and WEDC.

13. **Choice of Law.** **THIS CONTRACT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Contract shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.

14. **Venue; Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Contract, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U. S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.**

15. **Miscellaneous.**

(a) Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

Keith Bosman, Mayor
City of Kenosha
625 52nd Street
Kenosha, WI 53140

(b) Notice to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or to such other person and address as WEDC may designate in writing:

Wisconsin Economic Development Corporation
Economic & Community Development
201 West Washington Avenue
Madison, Wisconsin 53703
Attn.: Al Rabin, Contract # WEDC BF SAG FY13-21910

(c) The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

(d) WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

(e) All documents required to be delivered contemporaneously with the execution and delivery of this Contract is expressly made a part of this Contract as though completely herein, and all references to this Contract herein shall be deemed to refer to and include all such documents.

(f) In the event of any conflict or inconsistency between this Contract and the exhibits hereto or any prior agreement or understanding, the terms of this Contract shall control.

(g) The SAG award of up to \$150,000 represents the maximum level of participation in the Recipient's project described in Exhibit A.

(h) The Recipient agrees to consult with WEDC prior to seeking publicity for the Project.

(i) Any publications or news releases issued by the Recipient relating to this Project shall state that this Project was supported and financed by the Site Assessment Grant program of the Wisconsin Economic Development Corporation.

(j) Any sign promoting Project financing or participation at the Project site shall also state that this Project was supported and financed by Wisconsin Economic Development Corporation's Site Assessment Grant Program.

16. **Captions.** The captions in this Contract are for convenience of reference only and shall not define or limit any of the terms and conditions herein.

17. **Authority to Sign Documents.** The person(s) signing this Contract certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give such person(s) full and complete authority to bind the Recipient, on whose behalf they are executing this document.

The Recipient assumes full responsibility and holds WEDC harmless for any and all payments made or any other actions taken by WEDC in reliance upon the above representation. The Recipient agrees to indemnify WEDC against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by WEDC resulting from or arising out of such payment or other action, including reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, WEDC and the Recipient, have executed and delivered this Contract, effective the date set forth next to WEDC's Vice President's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____
Jake Kuester, Vice President
Credit & Risk

Date

CITY OF KENOSHA

By: _____
Keith Bosman, Mayor

Date

By: _____
Deb Salas, City Clerk/Treasurer

Date

EXHIBIT A

**CITY OF KENOSHA
WEDC BF SAG FY13-21910**

The City of Kenosha has been awarded \$150,000 in Site Assessment Grant funds to assist with the completion of a phase 2 and site investigation including partial demolition of the 1.55 acre site located in the city of Kenosha. The City of Kenosha is working with BEAR Development to rehabilitate the two parcels for both residential and commercial use. Both parcels are within 500 feet of Lake Michigan. In addition, completion of this project will increase the property value by more than 250%.

The eligible costs requested for reimbursement include:

• Environmental Site Assessments	\$ 64,100
• Demolition	<u>\$ 85,900</u>
Total	\$150,000

The matching costs that will be invested by the conclusion of the project:

• Demolition work including asbestos abatement	\$ 51,000
• Real property acquisition	<u>\$ 145,897</u>
Total Eligible Matching Investment	\$ 196,897

PROJECT BUDGET

Code	Project Activities	WEDC SAG	City of Kenosha	Total
0110	Real Estate Acquisition	\$0	*\$145,897	\$145,897
0235	Environmental Site Work	\$150,000	\$51,000	\$201,000
Total Eligible Costs		\$150,000	\$196,897	\$346,897

* Real Property acquisition is limited to only include the actual price paid for acquisition plus any back or delinquent real estate taxes satisfied on the property acquired whether actually paid or abated by the governing jurisdiction.

The following Project budget identifies the Eligible Project Costs and delineates the funding source for each general activity as further defined in the Application. The Recipient shall provide documentation to WEDC of an eligible matching investment of at least \$196,897 by the conclusion of the project on December 31, 2014.

EXHIBIT B

ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT

PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:
reporting@wedc.org



PROJECT INFORMATION		
CONTRACT #: BFSAG FY13-21910 AWARDEE: City of Kenosha PROJECT SITE: Kenosha, City of	REPORTING DESIGNEE: Frank Pacetti Email:	REPORTING PERIOD: -
PROJECT FUNDING	Planned	Actual -
TOTAL PROJECT BUDGET	\$346,897.00	
Awardee (City of Kenosha) Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Disbursed	\$150,000.00	\$0.00

SUMMARY OF PROGRESS
Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.
Percentage Completion of Project: %
What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance?
What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met)
What actions are being taken within the next year to ensure contractual performance?

SUPPORTING DOCUMENTATION
As required by your contract, please attach the following documentation to this report and indicate which are being submitted below:
<input checked="" type="checkbox"/> Financial Statements (instructions): Interim Dated: / / Fiscal Year End Dated: / /
<input type="checkbox"/> Payroll Statements (instructions): Tax Year End: / /

PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT						
As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.						
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>						
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%; border: none;">(SIGNATURE)</td> <td style="width: 60%; border: none;"></td> <td style="width: 20%; border: none;"></td> </tr> <tr> <td style="border: none;">(PRINT NAME)</td> <td style="border: none;">(EMAIL ADDRESS)</td> <td style="border: none; text-align: right; vertical-align: bottom;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">WEDC Review</div> </td> </tr> </table>	(SIGNATURE)			(PRINT NAME)	(EMAIL ADDRESS)	<div style="border: 1px solid black; padding: 5px; text-align: center;">WEDC Review</div>
(SIGNATURE)						
(PRINT NAME)	(EMAIL ADDRESS)	<div style="border: 1px solid black; padding: 5px; text-align: center;">WEDC Review</div>				

PROGRESS ON ACTIVITIES AND DELIVERABLES

Summarize your organization's progress towards completion of planned metrics outlined in the award agreement; these metrics may cover a variety of areas including scope of work, affirmative covenants, and performance deliverables. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1.

Deadline	Deliverable	Description	Baseline	Required by Deadline	Actual To Date
12/31/2014	Site Work - Demolition	Match	0	\$51,000	\$
12/31/2014	Site Work - Demolition		0	\$150,000.00	\$
12/31/2014	Site Work - Site Prep		0	\$145,897.00	\$

Supporting Environmental Documentation

1. Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.
2. Please provide photographs demonstrating the progress of the project since the last Semi-Annual Report was submitted.
3. Please submit to the SAG Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to WEDC.
4. Failure to submit required records may result in the denial of future payment requests.

**EXHIBIT C
REQUEST FOR WEDC PAYMENT**

Award Number: BF SAG FY13-21910	Rep:	Recipient: City of Kenosha
FEIN #	Request Number:	
Program: Brownfield Redevelopment Financial Assistance	Award Type: BF SAG	
Funding Period Covered by this Request From: _____ To: _____		

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD

Budget Code	Description	WEDC Funding This Period	Total This Period
0235	Environmental Site work		
TOTAL:			

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION Disbursement

- The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A _____
- The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Underwriter

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and mail the original and documentation to:
Wisconsin Economic Development Corporation, P.O. Box 1687, Madison, Wisconsin 53701

INDEMNIFICATION AGREEMENT

By and Between

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

and

**KENO WELLS, LLC
A Wisconsin Limited Liability Company**

**S.R. MILLS and STEPHEN C. MILLS,
Guarantors**

This Agreement, executed as of this _____ day of _____, 2014, by and between Keno Wells, LLC, a Wisconsin limited liability company (hereinafter the “Developer”); and the City of Kenosha, a Wisconsin municipal corporation (hereinafter the “City”); and S. R. Mills and Stephen C. Mills (hereinafter “Guarantors”);

RECITALS

WHEREAS, the Developer owns the parcel of real property located in the City and described on Exhibit A which has been attached hereto and is incorporated herein by reference (hereinafter the “Property”); and

WHEREAS, the City successfully applied to the Wisconsin Economic Development Corporation (“WEDC”) for economic development assistance under the Site Assessment Grant (“SAG”) Program as established by Section 238.133 of the Wisconsin Statutes, to undertake activities consistent with the program requirements; and

WHEREAS, the aforementioned development assistance is governed by a certain Site Assessment Grant Contract by and between WEDC and City (Contract #WEDC BF SAG FY13-21910) dated _____, 2014, a copy of which has been attached hereto and incorporated herein by reference as Exhibit B (hereinafter the “SAG Agreement”); and

WHEREAS, subject to the benefit set forth herein, the Developer intends to undertake environmental site assessment and demolition activities on the Property as described in the SAG Agreement (hereinafter the “Project”); and

WHEREAS, pursuant to the SAG Agreement, WEDC has approved an award to the City of up to \$150,000.00 to be utilized in conjunction with the Project; and

WHEREAS, in an effort to promote the development of the Project, the City has agreed to contribute the grant funds memorialized in the SAG Agreement to the Developer according to the terms and conditions as more particularly set forth herein.

WHEREAS, the parties acknowledge a failure to fully complete City's obligations pursuant to the SAG Agreement shall cause damage to City's relationship with WEDC and other state agencies.

WHEREAS, as a condition of City entering into this Agreement, Guarantors agree to execute guarantys as attached as Exhibits C and D.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES

A. Developer shall assume, undertake and perform each and every obligation of the City as more particularly set forth in the SAG Agreement. By way of illustration those obligations include, but are not limited to, adherence to the procedure for the disbursement of grant proceeds, maintaining the requisite insurance, maintaining the requisite financial records for three (3) years, performing the recipient covenants set forth therein, maintain records and cooperate with disclosure requests made pursuant to Wisconsin's Open Records Law and compliance with any requirement to disclose the support and financing contributed by the WEDC. Said obligations shall also include all external compliance and reporting costs required by WEDC that may not be specifically referenced in the SAG Agreement.

B. Developer shall perform all obligations in a manner conforming with the requirements of the SAG Agreement as well as all federal, state and local laws and standards.

C. Developer shall commence the Project no later than June 17, 2014. Developer warrants that all costs making up the City's eligible matching investment as itemized in Exhibit A of the SAG Agreement shall be incurred between June 3, 2013 and December 31, 2014. Developer warrants and represents to the City that Developer's completion of the Project is not dependent upon approval of Developer's intended plan for development of the Property.

D. During the course of the Project, Developer shall submit to the City invoices and/or other evidence of "Eligible Project Costs", as defined under the SAG Agreement.

E. Developer and the undersigned Guarantors shall indemnify, defend and hold harmless City, its officers, employees and agents from any and all obligations, claims, liability, loss, charges, damages, costs, expenses, judgments, settlement expenses and attorneys fees,

which any of them may hereafter sustain, incur or be required to pay arising out of or in any way related to City's obligations pursuant to the SAG Agreement.

ARTICLE II CITY OBLIGATIONS

A. City shall cooperate with Developer throughout the course of the Project and shall promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. Upon receipt of the Developer's evidence of Eligible Project Costs incurred pursuant to Section D of Article I of this Agreement, the City shall submit the disbursement request to WEDC as contemplated under Section 5 of the SAG Agreement. Upon receipt of the disbursements from WEDC as provided under the SAG Agreement, the City shall, within ten (10) days of receipt of the same, reimburse the Developer for all such Eligible Project Costs, not to exceed the amount of any such disbursement actually received by the City from WEDC.

C. In the event that the City receives any Notice of Default as described in the SAG Agreement, the City shall promptly forward a copy of the same to Developer. Unless the default is attributable to the actions of the City, Developer shall be responsible for addressing and remedying the Default.

ARTICLE III NO PARTNERSHIP OR VENTURE

Developer and its contractors or subcontractors shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership venture or relationship between the City and Developer or any contractor or subcontractor employed by Developer in the construction of the Project.

ARTICLE IV CONFLICT OF INTEREST

No member, officer or employee of the City during his/her tenure, or for one year thereafter will have or shall have had any direct or indirect interest in this Agreement or any proceeds thereof.

ARTICLE V LIMITATION ON CITY OBLIGATIONS

Notwithstanding any provision hereof to the contrary, in no event shall this Agreement be interpreted to require the City to reimburse the Developer for Eligible Project Costs in an amount which exceeds the development assistance provided under the SAG Agreement.

ARTICLE VI
WRITTEN NOTICES

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

FOR THE DEVELOPER: Keno Wells, LLC
 Attn: S. R. Mills
 4011 – 80th Street
 Kenosha, WI 53142

WITH A COPY TO: Lloyd, Phenicie, Lynch, Kelly, Hotvedt & Terry, S.C.
 Attn: John E. Hotvedt
 432 Milwaukee Avenue
 P. O. Box 700
 Burlington, WI 53105

FOR THE CITY: City Clerk
 City of Kenosha
 625 – 52nd Street, Room 105
 Kenosha WI 53140

WITH A COPY TO: City Attorney
 City of Kenosha
 Attn: Edward R. Antaramian
 625 – 52nd Street, Room 201
 Kenosha, WI 53140

ARTICLE VII
ASSIGNMENT

No party to this Agreement may assign any of its interest or obligations hereunder without first obtaining the written consent of the other party. Notwithstanding the foregoing, the Developer may (i) assign its rights and obligations under this Agreement to an entity that holds title to the Property that is managed or controlled by Developer or by one or more of the principals of Developer; and (ii) collaterally assign its rights hereunder to any mortgage lender for the Project. Such mortgage lender may avail itself of the rights afforded to Developer only if it fulfills all of the obligations of Developer.

ARTICLE VIII
GENERAL PROVISIONS

A. Entire Agreement. This Agreement, including any amendments hereto, shall constitute the entire Agreement between the Developer and the City with respect to the subject matter hereof.

B. Governing Law; Interpretation. This Agreement shall be liberally construed in accordance with the laws of the State of Wisconsin to protect the public interest.

C. Severability. If any term, provision, covenant or condition hereof or any application thereof in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, provisions, covenants and conditions hereof, and all applications thereof, not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

D. Representation of Authority to Enter into Agreement. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

Signatures on following pages

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

By: _____
KEITH G. BOSMAN, Mayor

ATTEST:

By: _____
DEBRA L. SALAS
City Clerk/Treasurer

DEVELOPER:
Keno Wells, LLC

By: _____
S. R. Mills, Authorized Member

GUARANTORS, as to the obligations described in
Article I, Section E hereof:

By: _____
Stephen C. Mills

By: _____
S. R. Mills

EXHIBIT A

Legal Description of the Property

PARCEL 1: All that part of Lots 2 and 3 in Block 45 in the Southeast Quarter of Section 31 in Town 2 North of Range 23 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of Block 45 aforesaid at the Northeast corner of Exchange and South Streets; thence North along the East line of Exchange Street a distance of 70 feet; thence East on a line parallel with the North line of South Street a distance of 90 feet; thence North on a line parallel with the East line of Exchange Street a distance of 20 feet; thence East on a line parallel with the North line of South Street on the West line of Maiden Lane; thence Southerly along the West line of Maiden Lane and the North line of South Street; thence West along the North line of South Street and to the place of beginning, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

AND

Part of Lots 1, 2 and 3 in Block 45 in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, more particularly described as follows: Commencing on the West line of said Block 45 at a point which is 70 feet North of the North line of 59th Street (formerly South Street); thence East on a line parallel with the North line 59th Street a distance of 90 feet; thence North on a line parallel with the East line of 5th Avenue (formerly Exchange Street) which is the West line of said Block 45 to the South line of land owned by Arthur Gardiner, which line is 75 feet South of the North line of said Block; thence West along the South line of said Gardiner's land and on a line parallel with the North line of Lot 1 a distance of 90 feet and to the East line of 5th Avenue; thence South along the East line of 5th Avenue to the place of beginning. ALSO, part of Block 45, in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, more particularly described as follows: Commencing at a point on the East line of said Block at the Northeast corner of the land owned by Frank L. Wells Company, which point is about 90 feet North of the South line of said Block; thence West along the North line of the land of said Frank L. Wells Company, to the East line of land now owned by O.A. Arneson, which line is 90 feet East of the East line of 5th Avenue; thence North on the East line of said Arneson's land a distance of 90 feet more or less and to the South line of land owned by one George H. Haight which line is 90 feet South of the South line of 58th Street (formerly Wisconsin Street); thence East along the South line of said Haight's land to the East line of said Block; thence Southerly along the East line of said Block to the place of beginning, all lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

AND

That part of Lot 1, in Block 45 in the Southeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, described as: Beginning at the Northwest corner of said Block 45, being the Southeast corner of 58th Street and 5th Avenue and running thence South along the East line of 5th Avenue 75 feet; thence East parallel with the South line of 58th Street

90 feet; thence South 15 feet, more or less, to the South line of said Lot 1; thence East along the South line of said Lot 1 to the West line of 4th Avenue; thence Northeasterly with said West line to the North line of Lot 1, and thence West along the North line of said Lot 1 to the place of beginning. ALSO part of vacated 4th Avenue, vacated by Resolution No. 126-91. Said land lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

PARCEL 2: Lots 5 and 6 in Block 11 in the Southwest 1/4 of Section 32, Township 2 North of Range 23 East of the Fourth Principal Meridian, and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin, and being a property and premises located on the Southwest corner of said Block 11 and being the 2 lots facing South Street and running North on Maiden Lane (so-called) and being the property and premises West of the old Whitaker Engine and Skein Company's Foundry, Machine and Blacksmith shops in said City of Kenosha; excepting therefrom the lands conveyed in Warranty Deed from Frank L. Wells Company to Charles Simelis and Mary Simelis, husband and wife, as joint tenants, dated March 30, 1945 and recorded in the Kenosha County Register of Deeds office on April 5, 1945, in Volume 269 of Deeds, page 546, as Document No. 276987; TOGETHER with the North 1/2 of vacated 59th Street vacated by Resolution No. 192-77 recorded in the Kenosha County Register of Deeds office on September 23, 1977 in Volume 999 of Records, page 532, as Document No. 623394.

EXHIBIT B

CONTRACT # WEDC BF SAG FY13-21910

SITE ASSESSMENT GRANT CONTRACT

BETWEEN

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

CITY OF KENOSHA

This Contract is entered into by and between the successor to the economic and community development operations of the Wisconsin Department of Commerce, the Wisconsin Economic Development Corporation ("WEDC") and the City of Kenosha ("Recipient").

WHEREAS, the Recipient has applied to WEDC for economic development assistance under the Site Assessment Grant (SAG) program, as established by Section 238.133 of the Wisconsin Statutes, to undertake activities consistent with the program requirements; and

WHEREAS, the Recipient meets the eligibility requirements and will comply with all requirements under Section 238.133 of the Wisconsin Statutes for awarding a grant under that section; and

WHEREAS, WEDC has approved an award to the Recipient of up to One Hundred Fifty Thousand dollars (\$150,000) based on the Recipient's application and the aforementioned award shall be utilized according to and consistent with the terms and conditions of this Contract.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Contract, WEDC and Recipient agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the meanings set forth below.

(a) "Application" means the Site Assessment Grant application submitted by the City of Kenosha.

(b) "Brownfields" mean abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(c) "Contract" means this Site Assessment Grant Contract between WEDC and the Recipient, together with any future amendments thereto. The term of this Contract shall extend until the Recipient's obligations hereunder are fulfilled as determined by WEDC.

(d) "Effective Date" means the date this Contract is executed by WEDC.

(e) "Eligible Project Costs" mean all costs and expenditures, outlined in Exhibit A, actually incurred by the Recipient in connection with the Project between June 3, 2013 and December 31, 2014, excepting only Soft Costs. Activities performed to cover eligible project costs shall be performed by a qualified and independent third party.

(f) "New Full-Time Position" means any permanent, full-time Position where an employee is required, as a condition of employment, to work at least 40 hours per week and 2,080 hours per year including paid leave and holidays. The term "Full-Time Position" does not include temporary, seasonal or part-time employees.

(g) "PECFA" means the Petroleum Environmental Cleanup Fund Act.

(h) "Project" means the brownfields redevelopment or environmental site investigation activities undertaken on the brownfield facility or site described in Exhibit A.

(i) "Recipient" means the City of Kenosha together with its lawful successors and assigns.

(j) "SAG" means the Site Assessment Grant program.

(k) "Soft Costs" mean relocation costs, legal and accounting fees, insurance premiums, commitment fees, appraisal fees, loan application fees, contingency fees, loan interest, and project administration costs incurred by the Recipient.

(l) "WEDC" means Wisconsin Economic Development Corporation, together with its lawful successors and assigns.

2. **WEDC's Grant Obligations.**

(a) Subject to the terms and conditions set forth in this Contract, including the Recipient's satisfaction of the contingencies in Section 4, WEDC shall grant up to \$150,000 in funds under the Site Assessment Grant Program to the Recipient for Eligible Project Costs.

3. **The Recipient's Grant Obligations.**

(a) The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A.

(b) The Recipient shall contribute a Project match in accordance with Exhibit A and shall be responsible for payment of any and all cost overruns necessary to complete the Project.

(c) The Recipient shall notify WEDC in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the project as presented in

Recipient's application. Adverse impacts consist of but are not limited to lawsuits, regulatory intervention, and inadequate capital to complete the project.

(d) The Recipient shall comply with all applicable laws including, but not limited to environmental laws.

4. **WEDC's Contingencies.** WEDC's obligation to grant SAG funds to the Recipient shall be contingent upon satisfaction of the following contingencies to the reasonable satisfaction of WEDC:

(a) The representations and warranties of the Recipient herein and in the Application shall be true and accurate as of the Effective Date.

(b) As of the Effective Date, the Recipient shall not be in default under the terms of any loan agreements, leases or financing agreements, with any creditor.

5. **Disbursement of Grant Proceeds.**

(a) Subject to the terms and conditions of this Contract, including the satisfaction by the Recipient of the contingencies in Section 4, grant disbursements from WEDC to the Recipient hereunder for Eligible Project Costs shall be made on a periodic basis upon WEDC's receipt and approval of the requests for disbursement and supporting documentation.

(b) The Recipient shall submit no more than 5 disbursement requests per award.

(c) The following supporting documentation is required with each request for disbursement submitted to WEDC:

1. A report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the last SAG disbursement.

2. Paid itemized invoices from vendors, suppliers, and contractors covering BG funds and matching funds contributed by the Recipient.

3. Documentation demonstrating the amount requested can be substantiated by proof of payment acceptable to WEDC. Proof of payment shall consist of but not be limited to cancelled checks and paid invoices.

The Recipient shall use the forms provided by WEDC to request grant disbursements. A sample form is attached as Exhibit C.

(d) Upon WEDC's review and approval of the Recipient's request for disbursement, payments shall be made to:

City of Kenosha
625 52nd Street
Kenosha, WI 53140
Attention: Keith Bosman

that: (e) WEDC, in its sole discretion, may withhold disbursements if WEDC determines

1. The Recipient has not provided adequate documentation of Eligible Project Costs, has failed to file required reports with WEDC, or has failed to make adequate progress on the Project;
2. The Recipient is not in compliance with or is in default under the terms and conditions of this Contract; or
3. The Recipient requests SAG reimbursement for expenses reimbursable under the provisions of PECFA.

6. **Insurance.**

(a) The Recipient shall procure and maintain comprehensive property damage, commercial general liability and business interruption insurance reasonably acceptable to WEDC and shall, upon the request of WEDC, deliver an Officer's Certificate specifying details of such insurance in effect.

7. **"Event of Default" Defined.** Consistent with Wis. Stat. § 238.03(3)(b), either of the following events constitutes an Event of Default:

- (a) The Recipient's submission to WEDC of false or misleading information;
- (b) The Recipient's failure to comply with or perform the terms of this Agreement, unless WEDC is satisfied with the Recipient's explanation for its noncompliance.

8. **Remedies in Event of Default.**

(a) Upon the occurrence of an Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure the default to the reasonable satisfaction of WEDC within thirty (30) calendar days, or if the breach is not capable of being cured within a 30 day period, and the Recipient fails to undertake, in good faith, commercially reasonable efforts to cure the breach and fails to continue until the breach is cured to the reasonable satisfaction of WEDC, WEDC may, without further written notice to the Recipient, declare the Recipient in default. The period to cure may not be extended beyond 90 days.

(b) In the Event of Default, WEDC may, consistent with Wis. Stat. § 238.03(3)(b), terminate this Agreement and recover from the Recipient:

1. The Funds disbursed to the Recipient under this Agreement;
2. All court costs and reasonable attorney's fees incurred by WEDC to recover the amounts owed by the Recipient under this provision; and
3. A Financial Penalty of up to 1.0% of the Grant.

(c) The amounts under (b) shall be paid to WEDC within 30 calendar days of demand by WEDC. If the Recipient fails to pay these amounts to WEDC, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of 12% from the date of the notice of the Event of Default.

9. **Recipient's Warranties and Representations.** To induce WEDC to enter into this Contract, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient hereby warrants and represents that:

(a) The Recipient is a "local government unit" as defined in Section 238.133(1)(b) of the Wisconsin Statutes.

(b) The Recipient has the power and authority to carry on its business in Wisconsin and other jurisdictions as now conducted.

(c) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary.

(d) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(e) The undersigned officer and agent of the Recipient are fully authorized to execute and deliver this Contract on behalf of the Recipient.

(f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(g) The Recipient has read, fully understands, and agrees to all of the terms and conditions in this Contract and the related grant documents.

(h) The Recipient is financially solvent, has the funds necessary to complete the Project and is able to comply with all of the terms and conditions set forth in the Contract.

(i) In making these warranties and representations, the Recipient has not relied upon any information furnished by WEDC.

(j) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by WEDC in deciding whether to enter into this Contract with the Recipient. The Recipient shall retain the financial records for at least three years after their creation.

(k) The Recipient's warranties and representations herein are true and accurate as of the date of this Contract, and shall survive the execution thereof.

10. **Recipient Covenants.**

(a) **Project Bidding.** The Recipient shall follow all applicable state laws regarding bidding for environmental remediation or redevelopment activities.

(b) **Record Keeping.** The Recipient shall prepare, keep, maintain, and submit such records as may be reasonably required by WEDC to show:

1. Compliance with Wisconsin state statutes and WEDC policy;
2. The amount and disposition of SAG funds disbursed under this Contract;
3. The total cost of the Project; and
4. The number of Full-Time Positions retained, created, filled and maintained by the Recipient.

(c) **Inspection.** The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Contract, the Project and the use and disposition of the SAG funds. WEDC and its agents shall, at any time, have the right to enter upon the Project site for the purpose of inspecting the Project.

(d) **Work and Safety Plans.** The Recipient shall provide WEDC with a work and safety plan developed by the consultant or party performing oversight of environmental activities.

(e) **Semi-Annual Reports.** The Recipient shall provide WEDC with semi-annual narrative reports containing the following information:

1. The amount and disposition of grant funds provided and disbursed under this Contract;
2. The amount and disposition of matching funds or in-kind services provided by the Recipient;

3. The total cost of the Project up to the date of the respective semi-annual report;
4. The total number of New Full-Time Positions created, filled and maintained;
5. The hourly wage paid to each person hired to fill the New Full-Time Positions;
6. A summary of the progress of the Project, including activities completed, anticipated, and changes to the nature or scope of the Project;
7. Copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(f) Sample Semi-Annual Report. A sample of a report meeting the semi-annual reporting requirements of paragraph 10.(e) is attached as Exhibit B. These reports are due on or before the date shown in the following table:

Report Number	Period Covered	Report	Due Date
1	6/3/2013-6/30/2014	Annual Report - change to reflect budget revision and Contract Execution	7/31/2014
2	7/1/2014-12/31/2014	Final Report	1/31/2015

(g) Final Report. The Recipient shall submit a final Project report by January 31, 2015. The final scheduled semi-annual report shall include an appraisal of the property value with improvements and a comprehensive summary of the completed project.

(h) Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

(j) Nondiscrimination in Employment. Consistent with Wis. Stat. sec. 16.765: In connection with the performance of work under this contract, the recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the recipient further agrees to take affirmative action to ensure equal employment opportunities. The recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(k) Affirmative Action Compliance. The Recipient will work with the Department of Administration on an Affirmative Action Plan consistent with Subsection 10.(i) of this contract.

(l) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC prior to any acquisition or merger by or with any unrelated corporation or business entity.

(m) Overhead Expenses. The Recipient shall not use the SAG grant to pay for any Soft Costs or overhead expenses.

11. Wisconsin Open Records Law and Confidential Documents.

(a) The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Open Records Law, § 19.31 et seq.

(b) Except as otherwise required or provided by court order, legal process or applicable law including § 19.31 et seq., WEDC shall not reveal or disclose to any non-government person or entity financial or other information or materials provided by the Recipient if the Recipient has indicated that such information or materials are sensitive and should be kept confidential. The Recipient must indicate that such materials are to be protected under this paragraph by marking the documents "confidential."

(c) If the Recipient contends that any document provided to WEDC is exempt from disclosure under Wisconsin's Open Records Law, for reasons including that the document qualifies as a trade secret under § 134.90, the Recipient shall:

1. Clearly mark the document as not subject to disclosure under the Open Records Law. If the Recipient contends the document is a trade secret under § 134.90, the Recipient shall specifically mark the documents as "Confidential Trade Secrets."
2. Provide WEDC with a concise, written explanation describing the basis for contending the document is not subject to the Open Records Law.

3. If applicable, provide WEDC with two copies of the document the Recipient contends is exempt – a clean copy and a copy with the exempted information redacted.

(d) WEDC agrees to notify the Recipient if it receives a request for information marked under paragraph (c).

12. **Entire Contract.** This Contract and the accompanying documents and exhibits contain the entire agreement of the parties concerning the Recipient's obligations under the terms and conditions of this Contract. This Contract may not be amended, modified or altered except in a writing signed by the Recipient and WEDC.

13. **Choice of Law.** **THIS CONTRACT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Contract shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.

14. **Venue; Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Contract, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U. S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.**

15. **Miscellaneous.**

(a) Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

Keith Bosman, Mayor
City of Kenosha
625 52nd Street
Kenosha, WI 53140

(b) Notice to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or to such other person and address as WEDC may designate in writing:

Wisconsin Economic Development Corporation
Economic & Community Development
201 West Washington Avenue
Madison, Wisconsin 53703
Attn.: Al Rabin, Contract # WEDC BF SAG FY13-21910

(c) The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

(d) WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

(e) All documents required to be delivered contemporaneously with the execution and delivery of this Contract is expressly made a part of this Contract as though completely herein, and all references to this Contract herein shall be deemed to refer to and include all such documents.

(f) In the event of any conflict or inconsistency between this Contract and the exhibits hereto or any prior agreement or understanding, the terms of this Contract shall control.

(g) The SAG award of up to \$150,000 represents the maximum level of participation in the Recipient's project described in Exhibit A.

(h) The Recipient agrees to consult with WEDC prior to seeking publicity for the Project.

(i) Any publications or news releases issued by the Recipient relating to this Project shall state that this Project was supported and financed by the Site Assessment Grant program of the Wisconsin Economic Development Corporation.

(j) Any sign promoting Project financing or participation at the Project site shall also state that this Project was supported and financed by Wisconsin Economic Development Corporation's Site Assessment Grant Program.

16. **Captions.** The captions in this Contract are for convenience of reference only and shall not define or limit any of the terms and conditions herein.

17. **Authority to Sign Documents.** The person(s) signing this Contract certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give such person(s) full and complete authority to bind the Recipient, on whose behalf they are executing this document.

The Recipient assumes full responsibility and holds WEDC harmless for any and all payments made or any other actions taken by WEDC in reliance upon the above representation. The Recipient agrees to indemnify WEDC against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by WEDC resulting from or arising out of such payment or other action, including reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, WEDC and the Recipient, have executed and delivered this Contract, effective the date set forth next to WEDC's Vice President's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: _____ Date _____
Jake Kuester, Vice President
Credit & Risk

CITY OF KENOSHA

By: _____ Date _____
Keith Bosman, Mayor

By: _____ Date _____
Deb Salas, City Clerk/Treasurer

EXHIBIT A

**CITY OF KENOSHA
WEDC BF SAG FY13-21910**

The City of Kenosha has been awarded \$150,000 in Site Assessment Grant funds to assist with the completion of a phase 2 and site investigation including partial demolition of the 1.55 acre site located in the city of Kenosha. The City of Kenosha is working with BEAR Development to rehabilitate the two parcels for both residential and commercial use. Both parcels are within 500 feet of Lake Michigan. In addition, completion of this project will increase the property value by more than 250%.

The eligible costs requested for reimbursement include:

• Environmental Site Assessments	\$ 64,100
• Demolition	\$ 85,900
Total	\$150,000

The matching costs that will be invested by the conclusion of the project:

• Demolition work including asbestos abatement	\$ 51,000
• Real property acquisition	\$ 145,897
Total Eligible Matching Investment	\$ 196,897

PROJECT BUDGET

Code	Project Activities	WEDC SAG	City of Kenosha	Total
0110	Real Estate Acquisition	\$0	*\$145,897	\$145,897
0235	Environmental Site Work	\$150,000	\$51,000	\$201,000
Total Eligible Costs		\$150,000	\$196,897	\$346,897

* Real Property acquisition is limited to only include the actual price paid for acquisition plus any back or delinquent real estate taxes satisfied on the property acquired whether actually paid or abated by the governing jurisdiction.

The following Project budget identifies the Eligible Project Costs and delineates the funding source for each general activity as further defined in the Application. The Recipient shall provide documentation to WEDC of an eligible matching investment of at least \$196,897 by the conclusion of the project on December 31, 2014.

EXHIBIT B

ECONOMIC DEVELOPMENT PROJECT PERFORMANCE REPORT

PLEASE RETURN YOUR COMPLETED REPORT AND REQUIRED SUPPORTING DOCUMENTATION TO:
reporting@wedc.org



PROJECT INFORMATION		
CONTRACT #: BFSAG FY13-21910 AWARDEE: City of Kenosha PROJECT SITE: Kenosha, City of	REPORTING DESIGNEE: Frank Pacetti Email:	REPORTING PERIOD: -
PROJECT FUNDING	Planned	Actual -
TOTAL PROJECT BUDGET	\$346,897.00	
Awardee (City of Kenosha) Direct Expenditures	please enter → amounts	\$
Other Privately Funded Expenditures (investors, financial institutions)		\$
Other Publicly Funded Expenditures (state, federal, other public aid)		\$
TOTAL PROJECT EXPENDITURES		\$
WEDC Funds Disbursed	\$150,000.00	\$0.00

SUMMARY OF PROGRESS
Provide a comprehensive summary of project activities that have been accomplished as of the end of the reporting period. Please describe any progress towards project deliverables, as well as any factors that may have had an adverse effect on the project or slowed progress on expected performance. Briefly address project plans for the coming year including what steps will be taken to ensure performance within agreed-upon timelines. Attach additional pages if needed.
Percentage Completion of Project: ____%
What project activities have been completed as of the end of the reporting period, and which would not have occurred if not for WEDC assistance? _____
What contract deliverables were completed during the reporting period? (Please provide an explanation for any deliverables that were not met) _____
What actions are being taken within the next year to ensure contractual performance? _____

SUPPORTING DOCUMENTATION
As required by your contract, please attach the following documentation to this report and indicate which are being submitted below:
<input checked="" type="checkbox"/> Financial Statements (instructions): Interim Dated: ____/____/____ Fiscal Year End Dated: ____/____/____
<input type="checkbox"/> Payroll Statements (instructions): Tax Year End: ____/____/____

PRINCIPAL/PROJECT DIRECTOR AFFIDAVIT
As the authorized representative for this project, I hereby attest and certify that the information provided in this report is true and correct to the best of my knowledge.

(SIGNATURE)

(PRINT NAME)

(EMAIL ADDRESS)
WEDC Review

PROGRESS ON ACTIVITIES AND DELIVERABLES

Summarize your organization's progress towards completion of planned metrics outlined in the award agreement; these metrics may cover a variety of areas including scope of work, affirmative covenants, and performance deliverables. Attach additional pages if necessary, or provide additional details in the "Summary of Progress" section on page 1.

Deadline	Deliverable	Description	Baseline	Required by Deadline	Actual To Date
12/31/2014	Site Work - Demolition	Match	0	\$51,000	\$
12/31/2014	Site Work - Demolition		0	\$150,000.00	\$
12/31/2014	Site Work - Site Prep		0	\$145,897.00	\$

Supporting Environmental Documentation

1. Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.
2. Please provide photographs demonstrating the progress of the project since the last Semi-Annual Report was submitted.
3. Please submit to the SAG Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to WEDC.
4. Failure to submit required records may result in the denial of future payment requests.

**EXHIBIT C
REQUEST FOR WEDC PAYMENT**

Award Number: BF SAG FY13-21910	Rep:	Recipient: City of Kenosha
FEIN #	Request Number:	
Program: Brownfield Redevelopment Financial Assistance	Award Type: BF SAG	
Funding Period Covered by this Request From: _____ To: _____		

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD

Budget Code	Description	WEDC Funding This Period	Total This Period
0235	Environmental Site work		
TOTAL:			

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION Disbursement

- The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A _____
- The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Underwriter

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and mail the original and documentation to:
Wisconsin Economic Development Corporation, P.O. Box 1687, Madison, Wisconsin 53701

EXHIBIT C

GUARANTY

THIS GUARANTY made as of the ____ day of June, 2014, by S.R. Mills ("Guarantor") for the benefit of the City of Kenosha ("City").

PREMISES

WHEREAS, on the ___ day of June, 2014, City and the Wisconsin Economic Development Corporation ("WEDC") entered into a Site Assessment Grant Contract ("SAG") to obtain economic development assistance on real estate owned by Keno Wells, LLC, a Wisconsin limited liability company ("KW"); and

WHEREAS, on the ___ day of June, 2014, City and KW entered into an Indemnification Agreement wherein KW agreed to indemnify and hold City harmless for all obligations and expenses it may have to WEDC pursuant to the SAG. Such obligations of indemnity are set forth in Article I, of said Indemnification Agreement; and

WHEREAS, Guarantor has agreed to guarantee the full and punctual performance of both KW's obligation to perform and indemnify the City from liability to WEDC as defined under the Indemnification Agreement, in accordance with the terms and conditions set forth herein, in order to induce City to enter into the SAG; and

WHEREAS, City has relied upon the existence of this Guaranty in agreeing to be obligated to the WEDC pursuant to the SAG.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Guarantor represents, warrants, covenants, and agrees as follows:

1. UNCONDITIONAL GUARANTEE. Guarantor hereby guarantees absolutely and unconditionally all obligations of KW to indemnify the City from liability or obligations of the City to WEDC, pursuant to the Indemnification Agreement and/or arising from the SAG. Said obligations include any and all obligations to perform under the SAG.

2. WAIVER OF RIGHTS. To the fullest extent permitted by law, Guarantor hereby waives notice of acceptance of this Guaranty, diligence, presentment, demand for payment, notice of nonpayment, nonperformance or default (except for any notice required to be given by the City pursuant to Article II, Section C. of the Indemnification Agreement between City and KW), notice of dishonor, protest and notice of protest, indulgences and notices of every other kind, prior to City's pursuit of Guarantor. City shall not be obligated to institute or prosecute proceedings against KW as a condition of seeking payment or compliance by Guarantor hereunder. It is Guarantor's intention that this Guaranty remain in full force and effect, and that Guarantor remain liable hereunder until such time as the City's obligations pursuant to the SAG are fully paid, performed, complied with, or otherwise discharged.

3. POSSESSION. Possession of this Guaranty by City shall be conclusive evidence of Guarantor's delivery hereof.

4. REPRESENTATIONS OF GUARANTOR. As an inducement to City to Guarantor hereby represents and warrants to City as follows:

(a) Benefit to Guarantor: Guarantor is a member in KW and the City's entering into the SAG is of direct benefit to Guarantor.

(b) Inducement: Guarantor acknowledges that, without receipt of this Guaranty by City, City would not be willing to enter into the SAG.

(c) Authority: Guarantor has full power and authority to enter into, deliver and perform under this Guaranty.

(d) Enforceability: This Guaranty, upon execution and delivery by Guarantor, is enforceable against Guarantor in accordance with its terms, except as such enforcement may be qualified or limited by bankruptcy, insolvency, or other similar laws affecting creditors rights in general.

5. GUARANTOR'S RIGHTS. Guarantor has all rights and defenses that KW may have to any payment or performance obligation, except that the liability of Guarantor is not affected by (a) any defense based upon an election of remedies by City that destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against KW for reimbursement; (b) any duty on the part of City to disclose to Guarantor any facts City may know about KW, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of KW and of all circumstances bearing on the risk of non-payment or non-performance of the SAG obligations; or (c) any assignment by KW of the Contract.

6. REINSTATEMENT OF GUARANTEED OBLIGATIONS. The liability of Guarantor and the rights of City hereunder shall be reinstated and continue if and to the extent that payment by or on behalf of KW is legally required to be and is in fact forfeited, rescinded or otherwise restored to KW by City as a result of a preference, fraudulent conveyance, or other repayment obligation imposed in any proceedings in bankruptcy or reorganization, all as though such amount had not originally been paid by KW; provided that, the statute of limitations applicable to City's claim against Guarantor hereunder shall be deemed to have been tolled during the period in which City held such payment of KW. In such event, Guarantor shall promptly pay to City the amount repaid by City to KW, together with all costs and expenses actually incurred by City as a result of having to make such repayment, including but not limited to interest and attorneys' fees.

7. BANKRUPTCY OF BORROWER. Guarantor's liability hereunder shall not be impaired, modified, changed, released or limited, in any manner whatsoever, by any impairment, modification, change, release or limitation of the liability of KW or its estate in bankruptcy resulting from the operation of any present or future provision of the U.S. Bankruptcy Code, or any similar statute, or from the decision of any court.

8. REIMBURSEMENT OF CITY'S LEGAL FEES. Guarantor shall indemnify and hold City harmless from, and shall promptly reimburse City upon demand, for all expenses actually incurred by City, including but not limited to attorneys' fees to the fullest extent

permitted by law, in enforcing its rights against Guarantor hereunder.

9. **JOINT AND SEVERAL OBLIGATIONS.** The death, bankruptcy, release or revocation of another guarantor shall not affect or release the liability of Guarantor.

10. **TERMINATION.** This Guaranty shall terminate upon the completion and acceptance by WEDC of KW's performance of all obligations required of City pursuant to the SAG.

11. **MISCELLANEOUS.**

(a) **Notices:** Any notice required to be given to any party to this Guaranty shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140

with copies to: City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

If to KW: S. R. Mills
Bear Development, LLC
4015 80th Street
Kenosha, Wisconsin 53142

with copies to: John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly,
Hotvedt & Terry, S.C.
432 Milwaukee Ave.
Burlington, WI 53105

(b) **Waivers:** No delay or omission of City in exercising any right or power arising hereunder shall be construed as a waiver of such right or power or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising hereunder. No waiver of any right or power by City shall be construed to be a waiver of any previous or subsequent right or power.

(c) **Time of Essence; Context:** Time is hereby declared to be an essential element to this Guaranty. When the context and construction so require, all words used in the plural and the masculine shall include the singular, feminine, and neuter and vice versa.

(d) **Successors and Assigns; Governing Law; Entire Agreement:** The obligations of Guarantor under this Guaranty may not be assigned by contract, operation of law, or otherwise by

EXHIBIT D

GUARANTY

THIS GUARANTY made as of the _____ day of June, 2014, by Stephen C. Mills ("Guarantor") for the benefit of the City of Kenosha ("City").

PREMISES

WHEREAS, on the ___ day of June, 2014, City and the Wisconsin Economic Development Corporation ("WEDC") entered into a Site Assessment Grant Contract ("SAG") to obtain economic development assistance on real estate owned by Keno Wells, LLC, a Wisconsin limited liability company ("KW"); and

WHEREAS, on the ___ day of June, 2014, City and KW entered into an Indemnification Agreement wherein KW agreed to indemnify and hold City harmless for all obligations and expenses it may have to WEDC pursuant to the SAG. Such obligations of indemnity are set forth in Article I, of said Indemnification Agreement; and

WHEREAS, Guarantor has agreed to guarantee the full and punctual performance of both KW's obligation to perform and indemnify the City from liability to WEDC as defined under the Indemnification Agreement, in accordance with the terms and conditions set forth herein, in order to induce City to enter into the SAG; and

WHEREAS, City has relied upon the existence of this Guaranty in agreeing to be obligated to the WEDC pursuant to the SAG.

NOW, THEREFORE, in consideration of the premises set forth above, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, Guarantor represents, warrants, covenants, and agrees as follows:

1. UNCONDITIONAL GUARANTEE. Guarantor hereby guarantees absolutely and unconditionally all obligations of KW to indemnify the City from liability or obligations of the City to WEDC, pursuant to the Indemnification Agreement and/or arising from the SAG. Said obligations include any and all obligations to perform under the SAG.

2. WAIVER OF RIGHTS. To the fullest extent permitted by law, Guarantor hereby waives notice of acceptance of this Guaranty, diligence, presentment, demand for payment, notice of nonpayment, nonperformance or default (except for any notice required to be given by the City pursuant to Article II, Section C. of the Indemnification Agreement between City and KW), notice of dishonor, protest and notice of protest, indulgences and notices of every other kind, prior to City's pursuit of Guarantor. City shall not be obligated to institute or prosecute proceedings against KW as a condition of seeking payment or compliance by Guarantor hereunder. It is Guarantor's intention that this Guaranty remain in full force and effect, and that Guarantor remain liable hereunder until such time as the City's obligations pursuant to the SAG are fully paid, performed, complied with, or otherwise discharged.

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(c) Authority: Guarantor has full power and authority to enter into, deliver and perform under this Guaranty.

(d) Enforceability: This Guaranty, upon execution and delivery by Guarantor, is enforceable against Guarantor in accordance with its terms, except as such enforcement may be qualified or limited by bankruptcy, insolvency, or other similar laws affecting creditors rights in general.

5. GUARANTOR'S RIGHTS. Guarantor has all rights and defenses that KW may have to any payment or performance obligation, except that the liability of Guarantor is not affected by (a) any defense based upon an election of remedies by City that destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against KW for reimbursement; (b) any duty on the part of City to disclose to Guarantor any facts City may know about KW, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of KW and of all circumstances bearing on the risk of non-payment or non-performance of the SAG obligations; or (c) any assignment by KW of the Contract.

6. REINSTATEMENT OF GUARANTEED OBLIGATIONS. The liability of Guarantor and the rights of City hereunder shall be reinstated and continue if and to the extent that payment by or on behalf of KW is legally required to be and is in fact forfeited, rescinded or otherwise restored to KW by City as a result of a preference, fraudulent conveyance, or other repayment obligation imposed in any proceedings in bankruptcy or reorganization, all as though such amount had not originally been paid by KW; provided that, the statute of limitations applicable to City's claim against Guarantor hereunder shall be deemed to have been tolled during the period in which City held such payment of KW. In such event, Guarantor shall promptly pay to City the amount repaid by City to KW, together with all costs and expenses actually incurred by City as a result of having to make such repayment, including but not limited to interest and attorneys' fees.

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8. REIMBURSEMENT OF CITY'S LEGAL FEES. Guarantor shall indemnify and hold City harmless from, and shall promptly reimburse City upon demand, for all expenses actually incurred by City, including but not limited to attorneys' fees to the fullest extent

permitted by law, in enforcing its rights against Guarantor hereunder.

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If to **CITY:** City Clerk/Treasurer,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140

with copies to: City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

If to **KW:** Stephen C. Mills
Bear Development, LLC
4015 80th Street
Kenosha, Wisconsin 53142

with copies to: John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly,
Hotvedt & Terry, S.C.
432 Milwaukee Ave.
Burlington, WI 53105

(b) **Waivers:** No delay or omission of City in exercising any right or power arising hereunder shall be construed as a waiver of such right or power or as an acquiescence therein, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right or power arising hereunder. No waiver of any right or power by City shall be construed to be a waiver of any previous or subsequent right or power.

(c) **Time of Essence; Context:** Time is hereby declared to be an essential element to this Guaranty. When the context and construction so require, all words used in the plural and the masculine shall include the singular, feminine, and neuter and vice versa.

(d) **Successors and Assigns; Governing Law; Entire Agreement:** The obligations of Guarantor under this Guaranty may not be assigned by contract, operation of law, or otherwise by

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

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

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

SUBJECT: Request from Roger and Jean Mertes for Rescindment of Property Maintenance Reinspection Fee in the Amount of \$360.00 for 5132 21st Avenue

DATE: June 10, 2014

The applicants, Roger and Jean Mertes, are requesting a rescindment of a reinspection fee in the amount of \$360.00.

The following sequence of events is pertinent to this issue:

- July 6, 2012: A complaint was received regarding subject property.
- July 26, 2012: An Order to Repair was issued to the owner of record; research found that a lis pendens had been filed on February 16, 2012
- February 5, 2013: Sheriff's Deed recorded, giving ownership to the bank
- March 27, 2013: The Order to Repair was re-issued to the bank
- May, 2013 - Dec, 2013: Six escalating reinspection fees were issued for failure to do work. The fees started at \$60.00 and escalated to \$360.00.
- February 12, 2014: An extension letter was sent due to winter weather, with a new comply date of April 15, 2014
- April 21, 2014: Reinspection fee in the amount of \$360.00 was issued for failure to do the work
- April 28, 2014: The Order to Repair was re-issued to the new owners
- May 23, 2014: Roger and Jean Mertes filed an appeal of the reinspection fee, as they were not aware of the Order to Repair at the time of purchase

A Warranty Deed was recorded transferring ownership from the bank to the new owners, Roger and Jean Mertes. The Department of Community Development and Inspections was Finance Committee Agenda Item 11. June 16, 2014 Pg. 124
Common Council Agenda Item M.1.

Mertes Appeal
Page 2

not aware that the property had been sold when the last reinspection fee was issued. Mr. and Mrs. Mertes were new owners of the property on April 21, 2014, when the \$360.00 reinspection fee was issued; however, the Order to Repair was not issued to them until April 28, 2014.

Attached are copies of the original Order to Repair issued on July 26, 2012, the Order to Repair re-issued to the Bank of New York Mellon, the Order to Repair re-issued to Roger and Jean Mertes, and the invoice for the Reinspection Fee.

Recommendation:

Staff recommends approval of the petitioner's request. At the time of the issuance of the \$360.00 Reinspection Fee, Mr. and Mrs. Mertes were the new owner; and, the Order to Repair had not yet been re-issued to him.

LFC:saz
Attachments

2

City of Kenosha
Department of Community Development & Inspections
625 52nd Street, Kenosha, Wisconsin

Appeal Form

Property Address: 5132 21st Ave Date: 5-23-2014

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

Amount: _____

Property Owner: Jean and Roger Mertes

Petitioner: _____

Mailing Address: 6416 116 4th Street Pleasant Prairie WI 53158

Home Phone Number: 842-694-8555 Daytime Phone Number: _____

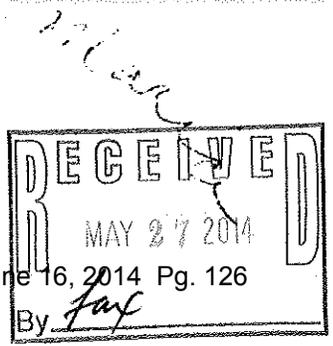
E-mail Address: _____

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

When we bought the home we were aware
of the work needed. We did not order
an inspection. We feel we should not
have the burden of a \$300.00 fee.

Petitioner's Signature: Jean Mertes

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



ORDER TO REPAIR

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

8/6/12
Note: when
reissuing orders,
add
bare dirt areas,

Location of Violation: 5132 21 AVE
Case #: H121605
Owner/Violator: KEVIN J VANDERSTONE
2630 W FOREST HOME AVE
MILWAUKEE, WI 53215

You are hereby notified of the following violations of the Code of General Ordinances at the above property. You are required to correct the following violations by August 28, 2012, (except where otherwise noted). Repairs shall be made in a workmanlike manner.

- MISSING AND BROKEN TABS, PITTED AND LOOSE ROOF SHINGLES AT SOUTH ROOF SLOPE; BROKEN SHINGLES AT EDGE OF EAST GABLE END
Per Section 16.18 F, the roof covering and flashing shall be maintained structurally sound, tight, and not have defects that admit water. The roof covering shall be in good repair, free from wear and tear, storm damage, and missing components. All repairs shall be made to closely match the type and color of the existing roof.
- MISSING INTERMEDIATE RAILS AT SOUTH LOWER PORCH GUARDRAIL AND HANDRAIL
Per Section 16.18 J, every stairway, deck, porch, ramp, and balcony with more than three (3) risers or more than twenty-four inches (24) above grade shall have handrails and guardrails installed to code. Guardrails on open-sided floor areas/stairways shall have vertical intermediate rails spaced four inches (4) apart. Every handrail, guardrail, and intermediate rail shall be maintained structurally sound and in good repair.
- VIOLATIONS ON GARAGE: SIDING DETERIORATED ON NORTH & WEST SIDES; CURLED/CUPPED ROOF SHINGLES ON BOTH GABLE SLOPES; ROTTED FASCIA ON WEST; SUBSTANDARD SIDING REPAIR ON WEST; CHIPPED PAINT ON ALL SIDES
Per Section 16.17 L, all accessory structures shall be maintained structurally sound, in good repair, weather tight, and rodent proof. Responsible persons shall not permanently remove any door or window except to board up a door or window by removing the existing trim, installing framing as necessary, and siding to match the existing siding.
- FENCE SECTIONS DOWN ON NORTH SIDE OF GARAGE AND HOUSE; BROKEN PICKETS ON SHORT FENCE SECTION ON NORTHWEST SIDE OF GARAGE
Per Section 16.17 M, all fences must be maintained in good repair, and be structurally sound and plumb. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.

Please see attached page for important information

LOUIS F. CHIAPPETTA, Inspector Louis F. Chiappetta
Date of Inspection 7-9-12
Posted on 7-26-12 by Louis F. Chiappetta

ORDER TO REPAIR

AMENDED ORDER (ISSUED TO NEW OWNER)

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

Location of Violation: 5132 21 AVE
Case #: H121605
Owner/Violator: BANK OF NEW YORK MELLON
1661 WORTHINGTON RD, STE 100
WEST PALM BEACH, FL 33409

You are hereby notified of the following violations of the Code of General Ordinances at the above property. You are required to correct the following violations by April 29, 2013, (except where otherwise noted). Repairs shall be made in a workmanlike manner.

1. MISSING AND BROKEN TABS, PITTED AND LOOSE ROOF SHINGLES AT SOUTH ROOF SLOPE; BROKEN SHINGLES AT EDGE OF EAST GABLE END
Per Section 16.18 F, the roof covering and flashing shall be maintained structurally sound, tight, and not have defects that admit water. The roof covering shall be in good repair, free from wear and tear, storm damage, and missing components. All repairs shall be made to closely match the type and color of the existing roof.
2. MISSING INTERMEDIATE RAILS AT SOUTH LOWER PORCH GUARDRAIL AND HANDRAIL
Per Section 16.18 J, every stairway, deck, porch, ramp, and balcony with more than three (3) risers or more than twenty-four inches (24) above grade shall have handrails and guardrails installed to code. Guardrails on open-sided floor areas/stairways shall have vertical intermediate rails spaced four inches (4) apart. Every handrail, guardrail, and intermediate rail shall be maintained structurally sound and in good repair.
3. VIOLATIONS ON GARAGE: SIDING DETERIORATED ON NORTH & WEST SIDES; CURLED/CUPPED ROOF SHINGLES ON BOTH GABLE SLOPES; ROTTED FASCIA ON WEST; SUBSTANDARD SIDING REPAIR ON WEST; CHIPPED PAINT ON ALL SIDES
Per Section 16.17 L, all accessory structures shall be maintained structurally sound, in good repair, weather tight, and rodent proof. Responsible persons shall not permanently remove any door or window except to board up a door or window by removing the existing trim, installing framing as necessary, and siding to match the existing siding.
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Per Section 16.17 M, all fences must be maintained in good repair, and be structurally sound and plumb. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.
5. AREAS OF BARE DIRT ON NORTH, SOUTH, AND WEST SIDES OF PROPERTY
Comply by May 31, 2013
Per Section 16.17 G, property owners shall install and maintain landscaping, plantings, and other decorative surface treatments in an attractive manner in all court and yard areas. Grass or other approved landscaping shall be installed in dirt areas of yard.
6. AUTOMOBILE TIRES ON SOUTH SIDE
Comply by April 08, 2013
Per Section 16.17 A, all exterior premises shall be maintained by the responsible person in a clean and sanitary condition free from debris. Per Section 16.17 C, property owners shall maintain all alleys and vacated alleys abutting their property from the property line to the center of the alley, including removing all garbage and debris. Per Section 16.17 I, exterior storage is prohibited on residentially zoned or used property. Per Section 16.17 H, firewood shall be stored in straight, orderly piles, which are raised a minimum of six inches off the ground, which are not more than eight feet in height, which are not in the front yard, and which are no closer than four feet from the front yard.

Order to Repair
5132 21 AVE
Page 2

feet to a dwelling.

Please see attached page for important information

LOUIS F. CHIAPPETTA, Inspector Louis F. Chiappetta

Date of Inspection 7-19-12 to 3-25-13

Posted on 3-27-13 by Louis Chiappetta

ORDER TO REPAIR

AMENDED ORDER (ISSUED TO NEW OWNER)

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

Location of Violation: 5132 21 AVE
Case #: H121605
Owner/Violator: ROGER & JEAN MERTES
6416 116TH ST
PLEASANT PRAIRIE, WI 53158

You are hereby notified of the following violations of the Code of General Ordinances at the above property. You are required to correct the following violations by June 09, 2014, (except where otherwise noted). Repairs shall be made in a workmanlike manner.

- MISSING AND BROKEN TABS, PITTED AND LOOSE ROOF SHINGLES AT SOUTH ROOF SLOPE; BROKEN SHINGLES AT EDGE OF EAST GABLE END
Per Section 16.18 F, the roof covering and flashing shall be maintained structurally sound, tight, and not have defects that admit water. The roof covering shall be in good repair, free from wear and tear, storm damage, and missing components. All repairs shall be made to closely match the type and color of the existing roof.
- MISSING INTERMEDIATE RAILS AT SOUTH LOWER PORCH GUARDRAIL AND HANDRAIL
Per Section 16.18 J, every stairway, deck, porch, ramp, and balcony with more than three (3) risers or more than twenty-four inches (24) above grade shall have handrails and guardrails installed to code. Guardrails on open-sided floor areas/stairways shall have vertical intermediate rails spaced four inches (4) apart. Every handrail, guardrail, and intermediate rail shall be maintained structurally sound and in good repair.
- VIOLATIONS ON GARAGE: SIDING DETERIORATED ON NORTH & WEST SIDES; CURLED/CUPPED ROOF SHINGLES ON BOTH GABLE SLOPES; ROTTED FASCIA ON WEST; SUBSTANDARDSIDING REPAIR ON WEST; CHIPPED PAINT ON ALL SIDES
Per Section 16.17 L, all accessory structures shall be maintained structurally sound, in good repair, weather tight, and rodent proof. Responsible persons shall not permanently remove any door or window except to board up a door or window by removing the existing trim, installing framing as necessary, and siding to match the existing siding.
- FENCE SECTIONS DOWN ON NORTH SIDE OF GARAGE AND HOUSE; BROKEN PICKETS ON SHORT FENCE SECTION ON NORTHWEST SIDE OF GARAGE
Per Section 16.17 M, all fences must be maintained in good repair, and be structurally sound and plumb. Wood surfaces other than decay-resistant wood must be protected from the elements and decay by painting or other protective covering or treatment. Fences shall not be of a type prohibited by Section 16.06 of the Zoning Ordinance for the City of Kenosha.
- AREAS OF BARE DIRT ON NORTH, SOUTH, AND WEST SIDES OF PROPERTY
Per Section 16.17 G, property owners shall install and maintain landscaping, plantings, and other decorative surface treatments in an attractive manner in all court and yard areas. Grass or other approved landscaping shall be installed in dirt areas of yard.

Please see attached page for important information

LOUIS F. CHIAPPETTA, Inspector Louis F. Chiappetta
Date of Inspection 7-9-12 to 4-25-14
Posted on 4-28-14 by Louis F. Chiappetta

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

Maria

BILLING NOTICE

ROGER & JEAN MERTES
 6416 116TH ST
 PLEASANT PRAIRIE, WI 5315

Billing Date: 04/25/14

Case # H121605

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

Property Located at: 05132 021 AV

Parcel Number: 12-223-31-255-0140

Inspection Date: 04/21/14

Amount to be Paid: \$360.00

Payable to the City of Kenosha on or Before: 05/27/14

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

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

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

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

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

June 11, 2014

Roger and Jean Mertes
5132 21st Avenue
Kenosha, WI 53140

Dear Mr. and Ms. Mertes:

Subject: Appeal of Reinspection Fee for 5132 21st Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, June 16, 2014, at 5:30 p.m. In Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

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

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

Sincerely,

Department of Community
Development and Inspections

Sue Zampanti, Secretary

/SAZ

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 10

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 05/16/14 through 05/31/14 and have approved the disbursements as follows:

1. Checks numbered from 138246 through 138672 as shown on attached listing, consisting of:

a. Debt Service	-0-
b. Investments	10,000,000.00
c. All Other Disbursements	16,315,936.70
SUBTOTAL	26,315,936.70

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,367,784.73

TOTAL DISBURSEMENTS APPROVED 27,683,721.43

Daniel Prozanski Jr.	Anthony Kennedy
Dave Paff	Rocco LaMacchia Sr.
Bob Johnson	Curt Wilson

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

Respectfully submitted,

Carol L. Stanek

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #10

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 06/10/14

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138246	5/16	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	05/16/14 UNION DUES	2,475.58
138247	5/16	RNOW, INC.	630-09-50101-393-000	04/14-SE PARTS/MATER	806.66
			630-09-50101-393-000	04/14-SE PARTS/MATER	635.74
			630-09-50101-393-000	04/14-CE PARTS/MATER	290.28
				..... CHECK TOTAL	1,732.68
138248	5/16	BUMPER TO BUMPER	630-09-50101-393-000	04/14-CE PARTS/MATER	1,866.64
			520-09-50201-317-000	04/14-TD PARTS/MATER	1,269.79
			520-09-50401-347-000	04/14-TD PARTS/MATER	74.99
			110-02-52203-344-000	04/14-FD PARTS/MATER	69.14
			632-09-50101-389-000	04/14-SE PARTS/MATER	27.49
			520-09-50201-347-000	04/14-TD PARTS/MATER	211.65CR
				..... CHECK TOTAL	3,096.40
138249	5/16	ICMA RETIREMENT TRUST	110-00-21572-000-000	5/01-15/14 CONTRIB	49,139.96
			110-00-21599-000-000	5/01-15/14 CONTRIB	7,918.16
				..... CHECK TOTAL	57,058.12
138250	5/16	CARDINAL HEALTH	206-02-52205-318-000	04/14 MEDICAL SUPPL	796.39
			206-02-52205-318-000	04/14 MEDICAL SUPPL	318.67
			206-02-52205-318-000	04/14 MEDICAL SUPPL	138.14
				..... CHECK TOTAL	1,253.20
138251	5/16	LAKESIDE STEEL & MFG. CO.	110-03-53107-344-000	04/14-ST LABOR/MATER	245.00
			630-09-50101-393-000	04/14-CE#2788 PARTS	120.40
				..... CHECK TOTAL	365.40
138252	5/16	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/16/14 CITY HRLY	10,616.80
			110-00-21562-000-000	05/16/14 WATER HRLY	3,590.87
				..... CHECK TOTAL	14,207.67
138253	5/16	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	04/14 PRISONER MAINT	440.00
138254	5/16	UNITED HOSPITAL SYSTEMS INC	520-09-50101-161-000	3/18-26/14 W/C	1,839.73
			110-09-56405-161-000	020714 W/C	666.60
			110-02-52101-219-000	LAB #14-052578	99.20
			110-02-52101-219-000	LAB #14-048393	99.20
			110-02-52101-219-000	LAB #14-055358	99.20
			110-02-52101-219-000	LAB #14-037583	99.20
			110-02-52101-219-000	LAB #14-044227	99.20
			110-02-52101-219-000	LAB #14-038906	49.60
			110-02-52101-219-000	LAB #14-055991	49.60
			110-02-52101-219-000	LAB #14-042060	49.60
				..... CHECK TOTAL	3,151.13

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138255	5/16	KENOSHA NEWS	724-00-21935-000-000	4/13 BRICK MEMORIAL	246.25
138256	5/16	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	06/14 PREMIUM	10,992.27
			110-09-56304-156-000	06/14 PREMIUM	5,515.27
			110-00-15601-000-000	06/14 PREMIUM	1,347.78
			110-00-15201-000-000	06/14 PREMIUM	946.91
			520-09-50101-156-000	06/14 PREMIUM	439.03
			110-00-15202-000-000	06/14 PREMIUM	286.86
			632-09-50101-156-000	06/14 PREMIUM	253.64
			631-09-50101-156-000	06/14 PREMIUM	227.16
			110-00-14401-000-000	06/14 PREMIUM	98.45
			520-09-50105-156-000	06/14 PREMIUM	97.75
			521-09-50101-156-000	06/14 PREMIUM	87.92
			520-09-50201-156-000	06/14 PREMIUM	40.04
			630-09-50101-156-000	06/14 PREMIUM	26.18
			501-09-50101-156-000	06/14 PREMIUM	24.37
			520-09-50401-156-000	06/14 PREMIUM	21.06
			520-09-50301-156-000	06/14 PREMIUM	16.82
			520-09-50403-156-000	06/14 PREMIUM	14.52
			501-09-50103-156-000	06/14 PREMIUM	3.50
				..... CHECK TOTAL	20,439.53
138257	5/16	FIRST SUPPLY CO.	110-02-52203-382-000	04/14 FD#3 SUPPLIES	37.52
138258	5/16	KENOSHA WATER UTILITY	110-05-55109-223-000	05/14 #2 WATER/STRM	3,157.78
			110-03-53103-224-000	05/14 #2 WATER/STRM	1,753.73
			520-09-50301-224-000	05/14 #2 WATER/STRM	1,451.62
			110-05-55109-224-000	05/14 #2 WATER/STRM	1,269.03
			520-09-50301-223-000	05/14 #2 WATER/STRM	1,008.50
			110-02-52203-224-000	05/14 #2 WATER/STRM	643.41
			110-03-53116-223-000	05/14 #5 WATER/STRM	547.10
			521-09-50101-224-000	05/14 #5 WATER/STRM	446.00
			110-01-51801-223-000	05/14 #4 WATER/STRM	344.24
			110-01-51802-223-000	#5 2210 52ND ST	319.12
			110-02-52203-223-000	05/14 #2 WATER/STRM	299.58
			110-05-55109-224-000	05/14 #5 WATER/STRM	242.00
			110-01-51801-224-000	05/14 #4 WATER/STRM	188.72
			110-05-55102-224-000	05/14 #2 WATER/STRM	166.82
			521-09-50101-224-000	05/14 #2 WATER/STRM	153.09
			520-09-50301-224-000	05/14 #5 WATER/STRM	118.00
			110-02-52203-224-000	05/14 #5 WATER/STRM	92.00
			632-09-50101-224-000	05/14 #2 WATER/STRM	75.91
			110-03-53116-224-000	05/14 #5 WATER/STRM	72.00
			632-09-50101-224-000	05/14 #5 WATER/STRM	46.00
			110-05-55102-224-000	05/14 #5 WATER/STRM	46.00
			110-03-53103-224-000	05/14 #5 WATER/STRM	46.00
			110-05-55103-224-000	05/14 #2 WATER/STRM	31.22
			110-05-55109-223-000	05/14 #5 WATER/STRM	12.24
			110-01-51802-224-000	#5 2210 52ND ST	6.00
				..... CHECK TOTAL	12,536.11

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138259	5/16	WE ENERGIES	110-01-51801-221-000	#19 03/28-04/30	5,201.43
			110-01-51801-222-000	#19 03/30-04/29	4,317.12
			520-09-50301-221-000	#19 03/31-05/01	3,921.34
			110-03-53103-222-000	#19 03/27-04/28	3,147.24
			520-09-50301-222-000	#19 03/31-04/30	2,816.87
			520-09-50401-221-000	#19 03/28-04/29	2,636.29
			521-09-50101-221-000	#19 04/01-05/01	1,873.04
			110-02-52203-222-000	#19 03/26-04/27	1,768.67
			633-09-50101-222-000	#19 03/27-04/28	1,715.56
			521-09-50101-221-000	#19 03/31-05/01	1,559.83
			110-05-55109-222-000	#19 03/27-04/28	1,443.54
			632-09-50101-222-000	#19 03/27-04/29	1,402.53
			521-09-50101-222-000	#19 04/01-05/01	1,359.93
			110-03-53116-222-000	#19 03/30-04/29	1,211.45
			110-05-55109-221-000	#19 03/27-04/29	1,198.74
			110-02-52203-221-000	#19 03/27-04/28	1,160.80
			110-03-53103-221-000	#19 03/28-04/29	1,042.60
			110-03-53109-221-000	#19 03/31-04/30	1,023.31
			110-02-52203-222-000	#19 03/30-04/29	870.18
			110-02-52203-221-000	#19 04/01-05/01	838.13
			110-02-52203-222-000	#19 04/01-05/01	789.35
			110-01-51802-221-000	#19 912 35TH ST	690.90
			110-03-53109-221-000	#19 04/02-05/04	662.12
			110-03-53109-221-000	#19 03/28-04/29	611.26
			520-09-50401-222-000	#19 03/26-04/27	589.80
			110-03-53109-221-000	#19 04/01-05/01	517.54
			110-03-53109-221-000	#19 03/30-04/29	507.46
			110-02-52203-222-000	#19 03/27-04/28	491.48
			110-03-53109-221-000	#19 03/06-04/04	378.82
			110-05-55111-221-000	#19 03/28-04/30	329.15
			110-03-53109-221-000	#19 03/27-04/28	318.50
			110-02-52110-221-000	#19 03/30-04/29	285.16
			110-05-55109-221-000	#19 03/30-04/29	139.47
			110-02-52110-222-000	#19 03/30-04/29	137.68
			110-03-53103-221-000	#19 03/27-04/28	97.53
			110-05-55109-221-000	#19 03/16-04/14	83.29
			110-05-55109-221-000	#19 04/02-05/04	55.37
			110-05-55109-221-000	#19 03/28-04/29	33.06
			110-03-53103-222-000	#19 03/26-04/28	28.05
			110-01-51802-221-000	#19 2210 52 ST	19.98
			110-05-55109-221-000	#19 03/30-04/30	19.41
			110-05-55111-222-000	#19 03/30-04/29	18.60
			110-02-52103-222-000	#19 04/02-05/04	9.92
			110-05-55102-221-000	#19 03/30-04/30	9.46
			110-05-55109-222-000	#19 03/31-04/30	9.30
				..... CHECK TOTAL	47,341.26

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138260	5/16	REINDERS INC.	630-09-50101-393-000	04/14-CE#2786 PARTS/	461.13
			630-09-50101-393-000	04/14-CE PARTS/SERVI	354.61
			524-05-50101-344-000	04/14-GO PARTS/SERVI	121.06
			630-09-50101-393-000	04/14-CE#2775 PARTS/	57.00
				..... CHECK TOTAL	993.80
138261	5/16	KENOSHA WATER UTILITY	461-11-51401-581-000	SW 2-4/14	51.87
			461-11-51401-581-000	SW 3-4/14	33.50
			461-11-51401-581-000	SW 2-3/14	30.88
			461-11-51401-581-000	SW 2-3/14	25.40
			461-11-51401-581-000	SW 2-3/14	24.30
			461-11-51401-581-000	SW 2-3/14	10.06
			461-11-51401-581-000	SW 2-3/14	8.96
			461-11-51401-581-000	SW 2-3/14	7.86
			461-11-51401-581-000	SW 2-3/14	7.86
				..... CHECK TOTAL	200.69
138262	5/16	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	04/14-SW SWEEPER PAR	1,718.25
138263	5/16	CHASE HIGH BALANCE SAVINGS	110-00-11301-000-000	5/13/14 WIRE TRANSFE	10,000,000.00
138264	5/16	BROOKS TRACTOR, INC.	630-09-50101-393-000	04/14 CE-PARTS/MATL	2,118.56
			630-09-50101-393-000	04/14 CE-PARTS/MATL	194.34
				..... CHECK TOTAL	2,312.90
138265	5/16	LARK UNIFORM, INC.	110-02-52103-367-000	02/14-PD#623 UNIFORM	121.90
138266	5/16	LOWE'S	110-05-55109-361-000	04/14-PA MERCHANDISE	102.20
			521-09-50101-341-000	04/14-AR MERCHANDISE	54.09
			110-02-52203-344-000	04/14-FD MERCHANDISE	42.75
			521-09-50101-361-000	04/14-AR MERCHANDISE	38.82
			110-02-52203-357-000	04/14-FD MERCHANDISE	33.86
			521-09-50101-344-000	04/14-AR MERCHANDISE	14.16
			110-02-52203-382-000	04/14-FD MERCHANDISE	11.36
			501-09-50105-361-000	04/14-SW MERCHANDISE	3.80CR
				..... CHECK TOTAL	293.44
138267	5/16	CHASE BANK KENOSHA	110-00-21513-000-000	05/16/14 HRLY DEDUCT	19,850.35
			110-00-21511-000-000	05/16/14 HRLY DEDUCT	11,183.55
			110-00-21612-000-000	05/16/14 HRLY DEDUCT	11,183.38
			110-00-21614-000-000	05/16/14 HRLY DEDUCT	3,030.74
			110-00-21514-000-000	05/16/14 HRLY DEDUCT	3,030.70
				..... CHECK TOTAL	48,278.72

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138268	5/16	DWD-UI	110-09-56308-157-000	04/14-UNEMPLOY INS	14,517.54
			520-09-50101-157-000	04/14-UNEMPLOY INS	1,411.44
			110-00-15201-000-000	04/14-UNEMPLOY INS	968.42
			110-00-15601-000-000	04/14-UNEMPLOY INS	836.00
			110-00-15202-000-000	04/14-UNEMPLOY INS	21.91
				..... CHECK TOTAL	17,755.31
138269	5/16	NAPA AUTO PARTS CO.	630-09-50101-393-000	FILTERS	2,408.88
138270	5/16	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	4/14 STRUCTURE/MTRL	310.00
			403-11-51102-588-000	4/14 STRUCTURE/MTRL	225.00
				..... CHECK TOTAL	535.00
138271	5/16	BENDLIN FIRE EQUIPMENT CO.	206-02-52205-344-000	04/14 PARTS/MATERLS	466.22
			110-02-52203-344-000	04/14 PARTS/MATERLS	148.08
				..... CHECK TOTAL	614.30
138272	5/16	BRUSKE PRODUCTS	630-09-50101-393-000	04/14 BROOMS/BRUSHES	302.20
138273	5/16	SOUTHPORT HEATING & COOLING	633-09-50101-241-000	04/14- PREVENTATIVE	350.00
138274	5/16	MESSERLI & KRAMER P.A.	110-00-21581-000-000	05/16/14 DEDUCTION	162.10
138275	5/16	PAUL CONWAY SHIELDS	110-02-52206-367-000	04/14-FD TURNOUT GEA	335.00
138276	5/16	HUMANA INSURANCE CO	611-09-50101-155-517	05/14 PREMIUM	101,147.76
			611-09-50101-155-518	05/14 PREMIUM	33,992.28
			611-09-50101-155-519	05/14 PREMIUM	3,790.08
			611-09-50101-155-518	05/14 PREMIUM	8.40CR
			611-09-50101-155-519	04/14 ADJUSTMENT	8.96CR
			611-09-50101-155-518	04/14 ADJUSTMENT	80.36CR
			611-09-50101-155-517	04/14 ADJUSTMENT	239.12CR
				..... CHECK TOTAL	138,593.28
138277	5/16	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	05/16/14 DEDUCTION	33.97
138278	5/16	ZEP MANUFACTURING CO.	110-01-51801-382-000	JANITORIAL SUPPLIES	2,022.54
138279	5/16	JOHNSON BANK	110-00-21532-000-000	05/16/14 CITY HRLY	1,265.00
			110-00-21532-000-000	05/16/14 WATER HRLY	404.62
				..... CHECK TOTAL	1,669.62

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138280	5/16	FIFTY STATES DIST.	110-02-52103-259-000	#14-045214 CLEANING	33.32
138281	5/16	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	WILSON DOL 5/11/11	2,307.75
			110-09-56402-219-000	WILLIAMS 6/30/11	539.00
			110-09-56402-219-000	CHILLUS DOL 9/9/10	88.00
				..... CHECK TOTAL	2,934.75
138282	5/16	FASTENAL COMPANY	205-03-53119-349-000	04/14 ST-TOOLS/MTRL	15.57
			110-03-53103-389-000	04/14 ST-TOOLS/MTRL	13.43
			630-09-50101-393-000	04/14 CE #2833 MTRL	.29
			205-03-53119-349-000	04/14 ST-TOOLS/MTRL	.28
				..... CHECK TOTAL	29.57
138283	5/16	BARBER & SONS, INC	630-09-50101-393-000	3262 LIGHT KIT	930.00
138284	5/16	WRIGHT EXPRESS FSC	110-03-53109-341-000	04/14 CNG	84.43
			110-03-53103-341-000	04/14 CNG	21.11
				..... CHECK TOTAL	105.54
138285	5/16	DUECO, INC	630-09-50101-393-000	04/14 #2889 PARTS	203.95
138286	5/16	CHAPTER 13 TRUSTEE	110-00-21581-000-000	05/16/14 DEDUCTION	104.00
			110-00-21581-000-000	05/16/14 DEDUCTION	87.00
			110-00-21581-000-000	05/16/14 DEDUCTION	45.00
				..... CHECK TOTAL	236.00
138287	5/16	ABLE DISTRIBUTING COMPANY	110-05-55109-369-000	SINKS-LINCOLN PK	1,746.86
138288	5/16	LOGISTICS PLUS	205-03-53118-219-000	04/14-TIRE RECYCLING	1,200.00
138289	5/16	MENARDS (KENOSHA)	110-02-52203-382-000	04/14-FD#3 MERCHANDI	51.34
			501-09-50105-344-000	04/14-SW MERCHANDISE	30.72
			501-09-50105-344-000	04/14-SW MERCHANDISE	26.47
			205-03-53119-219-000	04/14-ST MERCHANDISE	15.95
			520-09-50201-249-000	04/14-TD MERCHANDISE	9.90
				..... CHECK TOTAL	134.38
138290	5/16	WIS DEPT OF REVENUE	110-00-21810-000-000	LOTTERY	945.92
138291	5/16	DELL COMPUTERS	206-02-52205-363-000	COMPUTER SERVER	1,775.00
			110-02-52103-311-000	TONER CARTRIDGE	244.99
			110-02-52103-311-000	TONER CARTRIDGE	136.99
				..... CHECK TOTAL	2,156.98

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138292	5/16	AMERICAN METALCRAFT IND.	110-03-53103-344-000	WASHER DISKS	433.89
138293	5/16	PROSTAR SURFACES	110-05-55106-246-000	WATER BASED FINISH	365.95
			110-05-55106-246-000	SQUEAKY CLEANER	75.68
			110-05-55106-246-000	STRONG CLEANER	49.87
			110-05-55106-246-000	FLOOR TREATMENT	33.30
				..... CHECK TOTAL	524.80
138294	5/16	PIONEER ATHLETICS	110-05-55102-369-000	AIRLESS STRIPER	4,165.00
			110-05-55102-369-000	MIXING SYSTEM	1,295.00
			110-05-55102-369-000	MIXING SYSTEM PUMP	555.00
			110-05-55102-369-000	HOPPER KIT	282.50
				..... CHECK TOTAL	6,297.50
138295	5/16	KENALL MANUFACTURING	457-11-51401-296-000	DRAW #2 - TID #8	1,022,992.00
138296	5/16	WIS SCTF	110-00-21581-000-000	5/16/14 HRLY DEDUCT	738.60
138297	5/16	WIS SCTF	110-00-21581-000-000	HOURLY ANNUAL R & D	598.86
138298	5/16	GRAINGER	110-05-55109-344-000	04/14-PA PARTS/MATER	89.64
			110-05-55109-344-000	04/14-PA PARTS/MATER	89.64
			110-05-55109-344-000	04/14-PA PARTS/MATER	44.82
			110-05-55109-344-000	04/14-PA PARTS/MATER	44.82
			110-05-55109-344-000	04/14-PA PARTS/MATER	44.82
			110-05-55109-344-000	04/14-PA PARTS/MATER	44.82
			110-05-55109-344-000	04/14-PA PARTS/MATER	44.82
			110-05-55109-344-000	04/14-PA PARTS/MATER	44.82
			110-05-55109-344-000	04/14-PA PARTS/MATER	19.71
			110-05-55109-344-000	04/14-PA CREDIT PART	44.82CR
				..... CHECK TOTAL	378.27
138299	5/16	ARBITRAGE REBATE COMPANY	449-11-50501-219-000	05C & 05D ARB	6,150.00
138300	5/16	TIME WARNER CABLE	524-05-50101-219-000	3-4/14 MONTHLY CABLE	80.25
			524-05-50101-219-000	05/14 MONTHLY CABLE	34.50
				..... CHECK TOTAL	114.75
138301	5/16	CINTAS CORP	632-09-50101-259-000	04/14 SE-UNIFORM/GL	516.73
			520-09-50201-367-000	04/14 TD-UNIFORM/GLV	356.34
			110-02-52203-259-000	04/14 FD-UNIFORM/GLV	211.58
				..... CHECK TOTAL	1,084.65

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138302	5/16	DE VROOMEN BULB CO	110-05-55103-353-000	FLOWER BULBS	318.00
138303	5/16	CARLIN HORTICULTURAL	110-05-55103-353-000	GROWING MIX	3,687.86
			110-05-55103-353-000	OSMOCOTE	777.30
			110-05-55103-353-000	BLOSSOM BOOST 251	387.60
			110-05-55103-353-000	PLANT STARTER	384.72
			110-05-55103-353-000	20-20-20	300.46
			110-05-55103-353-000	AZALEA BLACK BELDEN	104.90
			110-05-55103-353-000	SVD 350 BLACK	97.68
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	PLASTIC LABEL	46.56
			110-05-55103-353-000	20-20-20	33.38
				..... CHECK TOTAL	6,099.82
138304	5/16	WHOLESALE DIRECT INC	110-02-52203-344-000	04/14-FD PARTS/MATER	652.94
			630-09-50101-393-000	04/14-CE PARTS/MATER	177.41
				..... CHECK TOTAL	830.35
138305	5/16	IAFF/NATIONWIDE	110-00-21574-000-000	5/1-15/14 CONTRIBS	20,985.15
138306	5/16	AIRGAS NORTH CENTRAL	632-09-50101-389-000	04/14 SE-INDSTL GAS	91.30
			206-02-52205-389-000	04/14 FD#5 OXYGEN CL	41.67
				..... CHECK TOTAL	132.97
138307	5/16	GANDER MOUNTAIN	110-02-52103-365-000	04/14-PD SUPPLIES &	34.99
138308	5/16	RED THE UNIFORM TAILOR	110-02-52103-367-000	04/14 PD-UNIFORM	229.00
			110-02-52206-367-000	04/14 FD-UNIFORMS	183.90
			110-02-52106-367-000	04/14 PD-UNIFORMS	115.88
			110-02-52103-367-000	04/14 PD-UNIFORMS	98.60
			520-09-50101-367-000	04/14 TD-UNIFORMS	69.90
			110-02-52103-367-000	04/14 PD-UNIFORMS	24.00
				..... CHECK TOTAL	721.28
138309	5/16	CHANNING BETE	206-02-52205-264-000	04/14 FD-TRAINING/ED	120.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138310	5/16	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	5/01-15/14 CONTRIB	7,388.33
138311	5/16	CLARK DIETZ, INC	403-11-51113-589-000	03/14 POND CERT-PROF	7,460.00
			403-11-51416-219-000	03/14 LAGOON-ENGINR	5,880.00
			420-11-51416-219-000	03/14 DOWNTWN LIGHT	3,000.00
			403-11-51415-219-000	03/14 39 AVE IMPRV	2,880.00
			403-11-51113-589-000	03/14 POND CERT-PROF	380.00
				..... CHECK TOTAL	19,600.00
138312	5/16	RADIO ENGINEERING INDUSTRIES	520-09-50201-344-000	04/14-TD PARTS/SERVI	55.16
138313	5/16	IOD INCORPORATED	110-09-56405-161-000	4/16/14 W/C	9.16
			110-09-56405-161-000	5/1/14 W/C	8.57
			110-09-56405-161-000	4/16/14 W/C	8.57
				..... CHECK TOTAL	26.30
138314	5/16	AURORA HEALTH CARE	110-01-51303-216-000	2/14 SCREENS	693.00
138315	5/16	COMPREHENSIVE CLINICAL AND	110-09-56405-161-000	3/26/14 W/C	102.37
			110-09-56405-161-000	3/12/14 W/C	102.37
				..... CHECK TOTAL	204.74
138316	5/16	NEUROSURGERY & ENDOVASCULAR	520-09-50101-161-000	3/5/14 W/C	185.35
138317	5/16	ENCORE UNLIMITED LLC	520-09-50101-161-000	4/2-30/14 W/C	849.02
138318	5/16	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	04/14 SERVICES	11,682.76
			110-01-51001-212-000	04/14 SERVICES	8,023.86
				..... CHECK TOTAL	19,706.62
138319	5/16	AMERICAN COUNCIL ON CRIMINAL	110-02-52107-264-000	7/7/14 REG FEE (4)	396.00
138320	5/16	TK KENOSHA, LLC	110-00-44203-000-000	CLASS B LIQUOR	9,000.00
138321	5/16	POST REHABILITATION INC	110-00-21106-000-000	2013 PP TAX OVERPAY	18.44
138322	5/16	CORELOGIC	110-00-21106-000-000	2013 RE TAX OVERS	8,816.70
138323	5/16	KNIGHT BARRY TITLE GROUP	110-00-21106-000-000	2013 TAX-210 55 ST	1,496.27

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138324	5/16	PETERSEN, JOHN R.	110-02-52101-219-000	5/6/14 COURT DUTY	48.98
138325	5/16	SWARTZ, MARTHA E.	110-01-51601-261-000	04/14 353 MILES	197.68
138326	5/16	SERTICH, BRIAN	110-09-56405-166-000	4/29-5/29/14 PPD	1,351.99
138327	5/21	A & B PRO HARDWARE	110-01-51801-389-000	04/14 MB-SUPPL/SERV	64.31
			110-02-52203-382-000	04/14 FD-SUPPL/SERV	3.91
			110-02-52203-246-000	04/14 FD-SUPPL/SERV	2.25
				..... CHECK TOTAL	70.47
138328	5/21	BINDELLI BROTHERS, INC	461-11-51401-581-000	4817 37 AVE BOARD UP	140.00
138329	5/21	GENERAL COMMUNICATIONS, INC.	422-11-51405-561-000	ANTENNAS	214.75
138330	5/21	JANTZ TOWING SERVICE	110-02-52103-219-000	04/14-#14-055300 TOW	15.00
138331	5/21	WIS DEPT OF REVENUE	110-09-56507-259-999	4/14 SALES TAX	2,732.59
138332	5/21	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	04/14-FD DRUGS	732.55
138333	5/21	KENOSHA NEWS	110-01-50101-321-000	04/14 BOR AGENDA	76.64
			110-00-21104-000-000	04/14 MIKE'S DWNTWN	44.46
			110-00-21104-000-000	04/14 KJS AMOCO LIC	41.35
			110-00-21104-000-000	04/14 TG ENTERPRISE	41.35
			110-00-21104-000-000	04/14 ONE STOP LIC	41.35
			110-00-21104-000-000	04/14 COCOMOE'S LIC	41.35
				..... CHECK TOTAL	286.50
138334	5/21	M A TRUCK PARTS	630-09-50101-393-000	04/14-CE PARTS/MTRL	2,578.42
			520-09-50201-347-000	04/14-TD PARTS/MTRL	1,575.36
			110-02-52203-344-000	04/14-FD PARTS/MTRL	1,341.86
			206-02-52205-344-000	04/14-FD PARTS/MTRL	960.96
				..... CHECK TOTAL	6,456.60
138335	5/21	FIRST SUPPLY CO.	110-05-55109-344-000	04/14 PA-SUPPL/SERV	311.50
			110-05-55102-344-000	04/14 PA-SUPPL/SERV	250.32
			110-05-55109-344-000	04/14 PA-SUPPL/SERV	133.50
				..... CHECK TOTAL	695.32

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
138336	5/21	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	3-12" SIGNAL HEAD	2,098.80			
			110-03-53109-373-000	CAMERA	1,913.00			
			110-03-53109-373-000	BRACKET	1,414.77			
			501-09-50105-372-000	SIGNS	470.60			
			110-03-53109-373-000	WASHER	45.60			
				..... CHECK TOTAL	5,942.77		
138337	5/21	KENOSHA WATER UTILITY	521-00-13112-000-000	2-3/14 STORM WATER	21,508.93			
			110-05-55109-223-000	2-3/14 STORM WATER	3,165.52			
			110-03-53103-223-000	2-3/14 STORM WATER	2,999.94			
			521-09-50101-223-000	2-3/14 STORM WATER	1,312.21			
			205-03-53119-223-000	2-3/14 STORM WATER	1,079.74			
			461-11-51401-581-000	2-3/14 STORM WATER	69.64			
			463-11-51101-589-000	2-3/14 STORM WATER	66.70			
			110-01-51802-223-000	4710 47TH AV-SWU	57.18			
			110-01-51802-223-000	47TH AVE-SWU	45.12			
			110-01-51802-223-000	3604 67TH ST-SWU	42.94			
			110-01-51802-223-000	4722 47TH AV-SWU	36.36			
			520-09-50301-223-000	2-3/14 STORM WATER	4.58			
				..... CHECK TOTAL	30,388.86		
			138338	5/21	WILLKOMM INC., JERRY	630-09-50101-392-000	04/14-CE DIESEL FUEL	24,652.27
			138339	5/21	PAYNE & DOLAN INC.	403-11-51102-588-000	04/14-AGGREGATE MATE	7,701.20
138340	5/21	REINDERS INC.	524-05-50101-344-000	REPAIR MOWER	2,061.82			
138341	5/21	AMERICAN BOTTLING CO.	524-05-50101-397-000	04/14-GO SOFT DRINKS	95.00			
138342	5/21	C.J.W., INC.	524-05-50101-397-000	04/14-GO BEVERAGES	85.80			
138343	5/21	LARK UNIFORM, INC.	110-02-52103-367-000	04/14-PD#579 UNIFORM	309.75			
			110-02-52103-367-000	04/14-PD#605 UNIFORM	279.75			
			110-02-52103-367-000	04/14-PD#495 UNIFORM	107.90			
				..... CHECK TOTAL	697.40		
138344	5/21	AT&T	110-01-51801-227-000	5/07-6/06 CIRCUITS	311.50			
			110-02-52103-227-000	5/07-6/06 CIRCUITS	70.00			
			110-02-52110-227-000	5/07-6/06 CIRCUITS	35.00			
			110-02-52108-225-000	5/07-6/06 CIRCUITS	35.00			
				..... CHECK TOTAL	451.50		

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138345	5/21	OFFICEMAX	110-02-52103-311-000	05/14-PD#2836 OFFICE	145.40
			110-02-52103-311-000	05/14-PD#2835 OFFICE	134.79
			110-02-52201-311-000	04/14-FD#2834 OFFICE	72.50
			110-02-52103-311-000	05/14-PD#2837 OFFICE	42.68
			110-01-51601-311-000	05/14-CD#2838 OFFICE	36.03
				..... CHECK TOTAL	431.40
138346	5/21	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	04/14-SW TOOLS/SUPPL	19.38
138347	5/21	JANEK CORPORATION	520-09-50201-344-000	REPAIR FARE BOX	5,395.00
138348	5/21	HOLLAND SUPPLY, INC.	110-05-55102-344-000	04/14-PA HYDRAULIC F	47.31
			630-09-50101-393-000	04/14-CE HYDRAULIC F	28.88
			110-05-55109-344-000	04/14-PA HYDRAULIC F	27.25
				..... CHECK TOTAL	103.44
138349	5/21	REGISTRATION FEE TRUST	110-09-56519-909-000	REG/PLATES #3275	74.50
			110-09-56519-909-000	REG/PLATES #3274	74.50
				..... CHECK TOTAL	149.00
138350	5/21	STRAND ASSOCIATES, INC.	110-03-53117-219-000	02-3/14-LANDFILL MON	1,187.54
			420-11-51010-589-000	MONITORING WELL SERV	969.60
				..... CHECK TOTAL	2,157.14
138351	5/21	PARKSIDE TRUE VALUE HARDWARE	110-05-55109-244-000	04/14-PA MERCHANDISE	38.54
			110-02-52203-382-000	04/14-FD MERCHANDISE	10.98
				..... CHECK TOTAL	49.52
138352	5/21	MANDLIK & RHODES	501-09-50102-219-000	04/14 YW ADMIN FEE	350.00
			501-09-50102-219-000	05/14 YW COUPON PRG	9.31
			501-09-50102-219-000	05/15 YW COUPON PRG	6.09
				..... CHECK TOTAL	365.40
138353	5/21	JAMES IMAGING SYSTEMS, INC.	110-01-52001-232-000	05/14 MC-COPIER MNT	19.13
138354	5/21	SAM'S CLUB	524-05-50101-397-000	04/14-GO MERCHANDISE	266.71
			110-01-50101-311-000	04/14-CT MERCHANDISE	56.88
				..... CHECK TOTAL	323.59
138355	5/21	CLASSIC AUTO BODY	110-02-52203-344-000	BODY REPAIRS	601.20

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138356	5/21	PAUL CONWAY SHIELDS	110-02-52206-367-000	04/14-TURNOUT GEAR	18,114.51
138357	5/21	HEALTHSTAT	611-09-50101-155-504	04/14 MID LVL HOURS	15,806.21
			611-09-50101-155-504	04/14 PROG ADMN FEE	9,404.40
			611-09-50101-155-504	04/14 REF LAB FEES	6,669.49
			611-09-50101-155-504	04/14 MED OFC ASST	5,593.60
			611-09-50101-155-504	03/25-04/24 MED SUPL	1,280.09
			611-09-50101-155-504	10/14-9/16 CLIA WVR	200.00
			611-09-50101-155-504	03/14 BANK FEES	40.12
			611-09-50101-155-504	04/14 EMP CO-PAYS	320.00CR
				..... CHECK TOTAL	38,673.91
138358	5/21	VERIZON WIRELESS	110-03-53103-226-000	05/14 PHONE SERV/AIR	1,375.29
			110-02-52101-226-000	04/14 PHONE SERVICE	178.18
			110-02-52201-226-000	04/14 PHONE SERVICE	116.04
			110-01-51301-226-000	04/14 PHONE SERVICE	115.36
			110-01-51801-226-000	04/14 PHONE SERVICE	95.00
			110-01-50301-226-000	04/14 PHONE SERVICE	89.33
			631-09-50101-226-000	05/14 EN-DATA PLAN	80.02
			501-09-50106-226-000	05/14 SW-DATA PLAN	80.02
			501-09-50103-226-000	05/14 SW-DATA PLAN	80.02
			631-09-50101-226-000	04/14 PHONE SERVICE	66.17
			110-01-51201-226-000	04/14 PHONE SERVICE	62.67
			520-09-50301-226-000	04/14 PHONE SERVICE	58.36
			110-03-53101-226-000	04/14 PHONE SERVICE	57.68
			110-01-51303-226-000	04/14 PHONE SERVICE	57.68
			501-09-50103-226-000	05/14 SW-CELL AIRTM	57.68
			110-05-55109-226-000	05/14 PHONE SERV/AIR	57.68
			110-05-55101-226-000	05/14 PHONE SERV/AIR	57.68
			110-02-52103-226-000	04/14 PHONE SERVICE	52.27
			110-02-52102-226-000	04/14 PHONE SERVICE	52.04
			110-01-50901-226-000	04/14 PHONE SERVICE	51.73
			110-05-55101-226-000	04/14 PHONE SERVICE	38.68
			110-01-51901-226-000	04/14 PHONE SERVICE	36.01
			206-02-52205-226-000	05/14 DATA PLAN	36.01
			521-09-50101-226-000	04/14 PHONE SERVICE	35.91
			110-02-52103-226-000	05/14 CELL AIR CHGS	32.84
			110-01-51601-226-000	04/14 PHONE SERVICE	32.36
			110-01-51101-226-000	04/14 PHONE SERVICE	30.97
			501-09-50101-226-000	04/14 PHONE SERVICE	30.69
				..... CHECK TOTAL	3,114.37

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138359	5/21	JENSEN TOWING	110-02-52103-219-000	04/14 14-055215 TOW	45.00
			110-02-52103-219-000	04/14 14-057961 TOW	25.00
				..... CHECK TOTAL	70.00
138360	5/21	ELECTRICAL CONTRACTORS, INC	110-05-55102-247-000	04/14 POERTO REPAIR	84.00
138361	5/21	CARQUEST AUTO PARTS	520-09-50201-347-000	04/14 TD-PARTS/MTRL	867.57
			630-09-50101-393-000	04/14 CE-PARTS/MTRL	44.72
				..... CHECK TOTAL	912.29
138362	5/21	DUECO, INC	630-09-50101-393-000	05/14 #2889 PARTS	495.72
			630-09-50101-393-000	04/14 #2262 PARTS	474.72
				..... CHECK TOTAL	970.44
138363	5/21	GLEASON REDI-MIX	403-11-51102-588-000	04/14-CONCRETE MTRL	265.00
			403-11-51102-588-000	04/14-CONCRETE MTRL	203.46
				..... CHECK TOTAL	468.46
138364	5/21	J EWENS DESIGN INC	520-09-50201-347-000	05/14-BUS#4050 3M VI	788.55
			520-09-50201-347-000	05/14-BUS#4025 3M VI	642.45
				..... CHECK TOTAL	1,431.00
138365	5/21	PROFESSIONAL ASBESTOS	633-09-50101-246-000	ASBESTOS REMOVAL	2,450.00
138366	5/21	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	04/14-TD SHOP SUPPL	255.55
138367	5/21	MENARDS (KENOSHA)	524-05-50101-353-000	04/14-GO MERCHANDISE	71.98
			110-03-53103-367-000	04/14-ST MERCHANDISE	59.98
			524-05-50101-344-000	04/14-GO MERCHANDISE	49.88
			420-11-51202-583-000	04/14-PW COUNTER PRJ	15.89
				..... CHECK TOTAL	197.73
138368	5/21	EWALD CHEVROLET/BUICK/GEO	422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
			422-11-51405-561-000	INTERCEPTORS W/EQUIP	24,156.00
				..... CHECK TOTAL	193,248.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138369	5/21	PLATINUM SYSTEMS	761-09-50101-230-000	REPAIR SERVER	187.50
138370	5/21	NEXTEL COMMUNICATIONS	110-02-52109-226-000	04/14 PHONE SERVICE	313.62
138371	5/21	GRAINGER	110-03-53103-344-000	04/14-ST PARTS/MTRL	17.43
138372	5/21	TIME WARNER CABLE	110-01-51102-233-000	5/9-6/8/14-FD-RR	839.94
			761-09-50101-233-000	INTERNET SERVICE	68.65
			761-09-50101-225-000	CABLE TV	60.75
				..... CHECK TOTAL	969.34
138373	5/21	WHOLESALE DIRECT INC	630-09-50101-393-000	04/14-CE#3100 PARTS	462.60
			630-09-50101-393-000	04/14-CE PARTS/MTRL	387.57
				..... CHECK TOTAL	850.17
138374	5/21	HUNTZMAN ENTERPRISES	110-02-52103-367-000	KPD SHOULDER PATCHES	690.00
138375	5/21	SAFeway PEST CONTROL CO., INC	110-02-52203-246-000	04/14 FD-EXTERMINAT	167.00
			520-09-50202-246-000	04/14 TD-EXTERMINAT	55.00
			110-01-51801-246-000	04/14 MB-EXTERMINAT	33.00
			110-05-55109-246-000	04/14 PA-EXTERMINAT	26.00
			110-03-53116-246-000	04/14 WA-EXTERMINAT	26.00
			110-02-52110-246-000	04/14 PD-EXTERMINAT	23.00
				..... CHECK TOTAL	330.00
138376	5/21	RED THE UNIFORM TAILOR	110-02-52103-367-000	04/14 PD-UNIFORMS	490.80
			110-02-52103-367-000	04/14 PD-UNIFORMS	143.90
				..... CHECK TOTAL	634.70
138377	5/21	BALL HORTICULTURE CO	110-05-55103-353-000	0414 FLOWERS, PLANTS	2,057.79
			110-05-55103-353-000	03/14 FLOWERS, PLANTS	1,184.06
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	795.60
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	682.83
			110-05-55103-353-000	03/14 FLOWERS, PLANTS	603.04
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	551.02
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	480.87
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	460.01
			110-05-55103-353-000	03/14 FLOWERS, PLANTS	417.38
			110-05-55103-353-000	03/14 FLOWERS, PLANTS	391.40
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	263.62
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	234.48
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	189.22
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	167.46
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	153.54
			110-05-55103-353-000	04/14 FLOWERS, PLANTS	103.24
			110-05-55103-353-000	03/14 FLOWERS, PLANTS	48.06
				..... CHECK TOTAL	8,783.62

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138378	5/21	AURORA HEALTH CARE	110-01-51303-216-000	4/14 SCREENS	1,687.00
			520-09-50101-216-000	4/14 SCREENS	13.00
				..... CHECK TOTAL	1,700.00
138379	5/21	KENOSHA UNIFIED SCHOOL DIST.	110-00-21802-000-000	TAX SETTLEMENT	7,245,603.22
138380	5/21	KENOSHA COUNTY TREASURER	110-00-21801-000-000	TAX SETTLEMENT	3,155,171.68
			110-00-21809-000-000	TAX SETTLEMENT	113,315.46
				..... CHECK TOTAL	3,268,487.14
138381	5/21	GATEWAY TECHNICAL COLLEGE	110-00-21803-000-000	TAX SETTLEMENT	998,657.57
138382	5/21	ROBINSON, RANDOLPH	110-00-21581-000-000	R & D FEE/ERROR	65.00
138383	5/21	MCMAMARA, CYNTHIA	110-00-21512-000-000	STATE TAX/ERROR	30.62
138384	5/23	ACE HARDWARE	110-05-55109-344-000	04/14 PA-MERCHANDISE	60.34
			110-02-52203-382-000	04/14 FD-MERCHANDISE	43.09
			110-05-55109-361-000	04/14 PA-MERCHANDISE	41.98
			110-01-51801-389-000	04/14 MB-MERCHANDISE	23.46
			110-05-55102-344-000	04/14 PA-MERCHANDISE	10.98
			110-03-53103-385-000	04/14 ST-MERCHANDISE	4.49
			110-02-52203-344-000	04/14 FD-MERCHANDISE	4.49
			110-03-53109-375-000	04/14 ST-MERCHANDISE	4.40
				..... CHECK TOTAL	193.23
138385	5/23	BINDELLI BROTHERS, INC	110-09-56501-259-569	04/14 4816 37TH AVE	240.00
			110-09-56501-259-569	04/14 704 75TH ST	140.00
			110-09-56501-259-569	04/14 1323 50TH ST	120.00
			110-09-56501-259-569	04/14 6212 32ND AVE	66.33
				..... CHECK TOTAL	566.33
138386	5/23	RNOW, INC.	630-09-50101-393-000	04/14-SE PARTS/MATER	1,087.21
138387	5/23	CHESTER ELECTRONICS SUPPLY	110-03-53109-375-000	04/14 ST-PARTS/MTRL	6.30
138388	5/23	CLERK OF CIRCUIT COURT	110-00-45104-000-000	CLAYBROOK FINE	28.00
			110-00-21911-000-000	CLAYBROOK FINE	13.00
			110-00-21901-000-000	CLAYBROOK FINE	13.00
			110-00-45103-000-000	CLAYBROOK FINE	10.00
			110-00-21910-000-000	CLAYBROOK FINE	10.00
				..... CHECK TOTAL	74.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138389	5/23	GODFREY & KAHN, SC	420-11-51310-589-000	03/14 CHRYSLER	3,074.74
138390	5/23	HWY C SERVICE	110-05-55109-344-000	02/14-PA SERVICE/PAR	346.55
138391	5/23	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000 110-03-53109-375-000	05/14-ST ELECTRICAL 04/14-ST ELECTRICAL CHECK TOTAL	114.86 12.34 127.20
138392	5/23	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000	05/23/14 CITY HRLY 05/23/14 WATER HRLY CHECK TOTAL	11,197.55 3,590.87 14,788.42
138393	5/23	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000	05/14 LAB 14-055400 05/14 LAB 14-058499 CHECK TOTAL	99.20 99.20 198.40
138394	5/23	LEAGUE OF WISCONSIN	110-01-50301-264-000	ANTARAMIAN 6/18-20	275.00
138395	5/23	PALMEN BUICK	630-09-50101-393-000 520-09-50201-347-000 110-02-52203-344-000	04/14-CE PARTS/MATER 04/14-TD PARTS/MATER 04/14-FD PARTS/MATER CHECK TOTAL	394.90 328.21 69.19 792.30
138396	5/23	OTIS ELEVATOR CO.	520-09-50202-246-000	REPLACE DOORS	7,382.34
138397	5/23	SHOPKO STORES	110-02-52203-382-000	04/14-FD#7 MERCHANDI	75.65
138398	5/23	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000 110-03-53109-373-000	CAMERA COAX CABLE CABLE CHECK TOTAL	1,130.00 625.00 1,755.00
138399	5/23	WELDCRAFT, INC.	630-09-50101-393-000	04/14-CE WELDING SER	43.40
138400	5/23	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000 110-05-55102-221-000 110-05-55103-222-000 110-03-53109-221-000 110-05-55109-221-000 524-05-50101-221-000 110-05-55109-222-000 110-03-53109-221-000 110-03-53103-221-000 524-05-50101-222-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55102-221-000 110-05-55102-221-000 110-05-55109-221-000	#20 04/08-05/08 #20 04/08-05/08 #20 04/01-05/01 #20 04/03-05/05 #20 04/07-05/07 #20 04/07-05/07 #20 04/07-05/07 #20 04/07-05/07 #20 04/07-05/07 #20 04/03-05/05 #20 04/03-05/05 #20 04/07-05/07 #20 04/01-05/01 #20 04/06-05/06 #20 04/08-05/08 #20 04/07-05/07 #20 04/09-05/11	1,301.56 1,071.94 845.05 678.95 606.11 531.74 476.34 385.50 322.92 182.61 174.95 164.76 161.66 157.40 77.73 50.91

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55108-221-000	320 04/09-05/11	42.27
			110-05-55109-221-000	#20 04/04-05/06	38.08
			110-05-55109-221-000	#20 04/06-05/06	21.92
			110-05-55102-221-000	#20 04/09-05/09	17.17
			110-05-55109-222-000	#20 04/08-05/08	11.46
			110-05-55109-222-000	#20 04/09-05/11	9.92
			110-05-55108-221-000	#20 04/07-05/07	9.31
				..... CHECK TOTAL	7,340.26
138401	5/23	STATE OF WISCONSIN	110-00-21901-999-000	04/14 COURT COSTS	18,465.33
			110-00-21911-999-000	04/14 COURT COSTS	12,061.74
			110-00-45104-999-000	04/14 COURT COSTS	4,055.00
				..... CHECK TOTAL	34,582.07
138402	5/23	PAYNE & DOLAN INC.	110-03-53103-355-000	04/14-ASPHALT MATERI	4,270.80
			403-11-51102-588-000	04/14-AGGREGATE MATE	3,170.40
				..... CHECK TOTAL	7,441.20
138403	5/23	REINDERS INC.	630-09-50101-393-000	04/14-CE#3044 PARTS/	228.91
			524-05-50101-249-000	04/14-GO PARTS/SERVI	113.88
			630-09-50101-393-000	04/14-CE#2775 PARTS/	40.04
			524-05-50101-344-000	04/14-GO PARTS/SERVI	4.21
				..... CHECK TOTAL	387.04
138404	5/23	SOUTHPORT VACUUM	110-02-52203-382-000	04/14-FD#6 REPAIRS/S	9.15
138405	5/23	WISCONSIN FUEL & HEATING	630-09-50101-391-000	05/14-CE UNLEADED GA	25,797.56
			630-09-50101-393-000	04/14-CE LUBRICANTS/	12,355.64
			110-03-53117-341-000	04/14-WA LUBRICANTS/	1,119.75
				..... CHECK TOTAL	39,272.95
138406	5/23	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	04/14 FUEL PUMP RPR	170.11
138407	5/23	CURTIS INDUSTRIES, INC	630-09-50101-393-000	04/14 CE-FASTENERS	609.75
			630-09-50101-393-000	05/14 FASTENERS-RTN	85.70CR
				..... CHECK TOTAL	524.05
138408	5/23	FABCO EQUIPMENT, INC.	630-09-50101-393-000	04/14 #2476 PARTS &	281.47
138409	5/23	KENOSHA WATER UTILITY	110-05-55109-389-000	ESMT SIMMONS BRDWLK	1.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138410	5/23	CHASE BANK KENOSHA	110-00-21513-000-000	05/23/14 HRLY DEDCT	19,831.88
			110-00-21511-000-000	05/23/14 HRLY DEDCT	11,185.20
			110-00-21612-000-000	05/23/14 HRLY DEDCT	11,185.06
			110-00-21614-000-000	05/23/14 HRLY DEDCT	3,045.81
			110-00-21514-000-000	05/23/14 HRLY DEDCT	3,045.74
				..... CHECK TOTAL	48,293.69
138411	5/23	INTERNATIONAL CODE COUNCIL	110-02-52204-322-000	SUBSCRIPTION RENEWAL	225.00
138412	5/23	MILLER-BRADFORD & RISBERG	630-09-50101-393-000	04/14-CE PARTS/MATER	330.71
138413	5/23	ZILSKE LAW FIRM S C	110-09-56405-212-000	2/11-4/16/14 W/C	342.82
			110-09-56405-212-000	2/19-4/21/14 W/C	145.00
				..... CHECK TOTAL	487.82
138414	5/23	JOE'S CARPET SERVICE	110-01-51801-243-000	CARPET CLEANING	5,100.00
138415	5/23	KENOSHA PROFESSIONAL POLICE	611-09-50101-155-000	05/14 WELLNESS PRJ	350.00
138416	5/23	EMS MEDICAL BILLING ASSOC.	206-00-13107-000-000	J SMITH 9/18/02	105.00
138417	5/23	NAPA AUTO PARTS CO.	630-09-50101-393-000	04/14-CE PARTS/FILTE	2,213.50
			520-09-50201-347-000	04/14-TD PARTS/FILTE	407.61
			110-05-55109-344-000	04/14-PA PARTS/FILTE	273.77
			110-02-52203-344-000	04/14-FD PARTS/FILTE	235.53
			110-02-52203-382-000	04/14-FD PARTS/FILTE	125.49
			110-05-55102-344-000	04/14-PA PARTS/FILTE	119.78
			206-02-52205-344-000	04/14-FD PARTS/FILTE	112.44
			110-02-52203-341-000	04/14-FD PARTS/FILTE	112.23
			110-03-53103-389-000	04/14-ST PARTS/FILTE	96.22
			501-09-50105-344-000	04/14-SW PARTS/FILTE	28.10
			630-09-50101-393-000	04/14-CE REBATE PART	481.65CR
				..... CHECK TOTAL	3,243.02
138418	5/23	T-MOBILE	501-09-50103-226-000	04/08-05/07 WIRELESS	42.19
138419	5/23	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	04/14 PARTS/MATERLS	99.00
138420	5/23	AMERICAN TEST CENTER	110-02-52203-259-000	AERIAL SRVC TEST	1,500.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138421	5/23	BELLE COFFEE SERVICE	524-05-50101-397-000	5/14 COFFEE/SUPPLIES	37.00
138422	5/23	MESSERLI & KRAMER P.A.	110-00-21581-000-000	05/23/14 DEDUCTION	162.48
138423	5/23	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	04/14 SERVICES	292.50
138424	5/23	AECOM TECHNICAL SERVICES INC	420-11-51310-589-000 420-11-51310-589-000	3/1-4/4 ENVIR SUPPT 4/5-5/2 ENVIR SUPPT CHECK TOTAL	4,630.04 1,254.27 5,884.31
138425	5/23	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000 520-09-50201-347-000	04/14 CE-PARTS/MTRL 04/14 BUS PARTS/MTRL CHECK TOTAL	823.77 576.00 1,399.77
138426	5/23	CINTAS CORP.	110-01-51801-246-000 110-01-51801-246-000 110-02-52101-219-000	04/14 COLLECT/SHRED 04/14 COLLECT/SHRED 04/14 PURGE SERVICE CHECK TOTAL	115.00 52.50 27.50 195.00
138427	5/23	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	05/16/14 MED CLAIMS 05/13/14 MED CLAIMS 05/20/14 MED CLAIMS 05/19/14 PHARMACY 05/19/14 MED CLAIMS 05/15/14 MED CLAIMS 05/15/14 PHARMACY 05/14/14 PHARMACY 05/16/14 PHARMACY 05/14/14 MED CLAIMS 05/13/14 PHARMACY 05/20/14 PHARMACY CHECK TOTAL	102,642.45 72,745.30 35,607.96 17,200.87 16,967.70 9,444.90 7,100.52 2,433.44 2,133.21 1,740.98 1,036.21 686.76 269,740.30
138428	5/23	EMERGING COMMUNITIES CORP	420-11-51310-589-000	05/14 SERVICES	2,500.00
138429	5/23	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	05/23/14 DEDUCTION	33.97
138430	5/23	PALMEN MOTORS	110-03-53103-344-000	ENGINE REPAIR	562.86
138431	5/23	CHULA VISTA RESORT	110-01-50301-263-000	ANTARAMIAN 6/18-20	258.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138432	5/23	KENOSHA COUNTY CLERK	110-01-51901-311-000	2 & 4/14 ELECTIONS	3,518.80
138433	5/23	MARTIN PETERSEN COMPANY, INC.	110-02-52203-246-000	REPLACE STEAM TRAP	928.00
138434	5/23	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	05/23/14 CITY HRLY 05/23/14 WATER HRLY CHECK TOTAL	1,265.00 404.62 1,669.62
138435	5/23	HUMANA SPECIALTY BENEFITS	110-00-21538-000-000	05/14 DEDUCTIONS	1,629.89
138436	5/23	MOORE OIL	520-09-50106-341-000	05/14 LUBRICATION PR	1,757.00
138437	5/23	DUECO, INC	630-09-50101-393-000	04/14 #2889 PARTS	126.66
138438	5/23	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	02/14 BUS PARTS	16.00
138439	5/23	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	05/23/14 DEDUCTION 05/23/14 DEDUCTION 05/23/14 DEDUCTION CHECK TOTAL	104.00 87.00 45.00 236.00
138440	5/23	VERBAL INK (OUTSKIRTS INC)	110-09-56405-161-000	5/13/14 W/C	33.25
138441	5/23	GLEASON REDI-MIX	403-11-51102-588-000 403-11-51102-588-000 403-11-51102-588-000	04/14 CONCRETE MTRL 04/14 CONCRETE MTRL 04/14 CONCRETE MTRL CHECK TOTAL	507.50 260.90 190.00 958.40
138442	5/23	LANGEL, MICHAEL	110-01-52001-219-000	5/8 SUBSTITUTE JUDGE	150.00
138443	5/23	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	04/14 SHOP SUPPLIES	425.14
138444	5/23	ARNOLD & O'SHERIDAN	412-11-51302-583-000	HVAC ENGINEERING SPC	4,500.00
138445	5/23	MENARDS (KENOSHA)	110-05-55109-244-000 501-09-50105-361-000 110-05-55102-344-000 501-09-50105-389-000	04/14-PA MERCHANDISE 04/14-SW MERCHANDISE 04/14-PA MERCHANDISE 04/14-SW MERCHANDISE CHECK TOTAL	186.54 59.94 30.99 19.76 297.23

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138446	5/23	H & H CIVIL CONSTRUCTION	405-11-51217-589-826 403-11-51217-589-000	EST 1 BOARDWALK-PHI EST 1 BOARDWALK PH1 CHECK TOTAL	101,130.45 75,324.45 176,454.90
138447	5/23	WIS DEPT OF NATURAL RESOURCE	405-11-51305-219-000	EXMPT DRDG PENNOYER	550.00
138448	5/23	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	05/14 BEER&SOFT DRK	164.50
138449	5/23	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000 110-02-52103-389-000 110-02-52103-389-000	04/14 FD#7 EXTINGSH 05/14 PD-EXTINGUISH 05/14 PD-EXTINGUISH CHECK TOTAL	99.75 91.50 86.10 277.35
138450	5/23	WIS SCTF	110-00-21581-000-000	5/23/14 HRLY DEDUCT	1,013.93
138451	5/23	KENOSHA COUNTY TREASURER	110-00-21910-999-000 110-00-21901-999-000 110-00-21910-999-000	4/14 FEES COLLECTED 4/14 FEES COLLECTED 4/14 FEES COLLECTED CHECK TOTAL	9,384.07 2,670.15 362.11 12,416.33
138452	5/23	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	04/14 #3203 GLAS/RP	316.89
138453	5/23	GRAINGER	110-05-55102-249-000	NET CABLE	550.80
138454	5/23	CLEANCO	633-09-50101-243-000	05/14 JANITORIAL SRV	970.25
138455	5/23	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000	04/14-TD BUS PARTS 04/14-TD BUS PARTS CHECK TOTAL	328.60 245.08 573.68
138456	5/23	CONSTRUCTION MANAGEMENT ASSC	110-00-21119-000-000	ESCROW 2930 21 ST	2,000.00
138457	5/23	ERICKSON AUTO TRIM	630-09-50101-393-000	04/14 UPHOLSTERY RPR	445.00
138458	5/23	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000	STN 4 SENSOR REP	192.57
138459	5/23	RIMKUS, JASON	761-09-50101-155-000	04/14 WPS HEALTH INS	551.22
138460	5/23	FLANNERY FIRE PROTECTION INC	501-09-50105-246-000 110-03-53103-246-000 632-09-50101-235-000	04/14 INSPECTION 04/14 INSPECT & MNT ANNUAL INSPECTION CHECK TOTAL	900.00 900.00 250.00 2,050.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138461	5/23	KUPFER LAW OFFICES	110-01-52001-219-000	5-9 SUBSTITUTE JUDGE	150.00
138462	5/23	KENOSHA MEDICAL CTR CAMPUS	206-02-52205-219-000	ACLS/PALS 13 CARDS	39.00
138463	5/23	AURORA HEALTH CARE	110-09-56405-161-000	3/24/14 W/C	638.90
			110-09-56405-161-000	3/12/14 W/C	340.00
			110-09-56405-161-000	3/27/14 W/C	96.08
				..... CHECK TOTAL	1,074.98
138464	5/23	NEUROSURGERY & ENDOVASCULAR	520-09-50101-161-000	3/18/14 W/C	1,733.71
138465	5/23	EQUIAN LLC	110-09-56405-161-000	4/1-30/14 W/C	705.08
			110-09-56405-161-000	4/1-30/14 W/C	2.60
				..... CHECK TOTAL	707.68
138466	5/23	WISCONSIN EMS ASSOCIATION	206-02-52205-323-000	MEMBERSHIP RENEWAL	425.00
138467	5/23	KTEC SCHOOL	110-00-21905-000-000	4/4 & 5/9 BEACH HSE	100.00
138468	5/23	MISCIAGNO, MELISSA	110-00-21112-000-000	OVERPAYMNT 167956	5.00
138469	5/23	STELLANO, VICKIE	110-00-21905-000-000	5/14/14 BEACHHOUSE	300.00
138470	5/23	COLIN, LEONOR	110-00-21905-000-000	5/10/14 BEACHHOUSE	300.00
138471	5/23	QUALITY GROCERY LLC	110-00-44202-000-000	RETAIL BEER LICENSE	475.00
138472	5/23	MILLSAPS, NINA M.	611-09-50101-155-000	WELLNESS	326.56
			110-01-51303-263-000	25 YR AWD RECEPTION	122.89
				..... CHECK TOTAL	449.45
138473	5/23	SALAS, DEBRA	110-01-50401-263-000	BOR EXPENSES	13.83
138474	5/23	ANSCHUTZ, LORN A.	110-02-52109-341-000	5/4-7 BLOOMINGTON	104.96
			110-02-52107-263-000	5/4-7 BLOOMINGTON	88.00
				..... CHECK TOTAL	192.96
138475	5/23	THOMAS, WILLIAM	110-02-52203-263-000	5/14-15 APPLETON	122.00
138476	5/23	ROHDE, JOHN	717-09-50101-263-000	5/28-6/1 MYRTLE BCH	222.56
			110-02-52107-263-000	5/14 PEWAUKEE	8.00
				..... CHECK TOTAL	230.56

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138477	5/23	VIOLA, LEO	110-02-52107-263-000	5/4-7 BLOOMINGTON	88.00
138478	5/23	SIEKER, RYAN	110-02-52107-263-000	5/4-7 BLOOMINGTON	88.00
138479	5/23	KATT, TIMOTHY	110-02-52106-323-000	WI TRAPPING LICENSE	21.00
138480	5/23	WHAPLES, KATIE	631-09-50101-311-000	POSTCARD PAPER	15.28
138481	5/23	PFEFFER, RYAN L	110-02-52107-263-000	5/4-7 BLOOMINGTON	88.00
138482	5/23	BALLARD, SCOTT	110-02-52103-263-000	5/9 MENDOTA	12.00
138483	5/23	KHALIGIAN, ZOHRAB	110-01-51601-261-000	5/7 MADISON	140.77
138484	5/23	FITZGERALD, TRAVIS A	110-02-52103-263-000	5/9 MENDOTA	12.00
138485	5/28	CROWN TROPHY OF KENOSHA	110-02-52110-311-000	PFC COMM PLAQUE	95.00
138486	5/28	BINDELLI BROTHERS, INC	110-00-44107-000-000	FEE SIDEWALK PERMIT	80.00
138487	5/28	CLERK OF CIRCUIT COURT	110-09-56402-219-000	14-PR-27 PROP DMG	3.00
138488	5/28	HWY C SERVICE	501-09-50106-344-000	05/14 SW-PARTS/MATL	51.56
138489	5/28	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	04/14 CE#3209 MATRL	231.51
138490	5/28	VAN'S GAS SERVICE INC	521-09-50101-344-000	4/14 AR-PROPANE GAS	119.00
			110-03-53103-355-000	4/14 ST-PROPANE GAS	60.00
				..... CHECK TOTAL	179.00
138491	5/28	REINDERS INC.	630-09-50101-393-000	05/14 CE-PARTS/SERV	460.56
			630-09-50101-393-000	05/14 CE-PARTS/SERV	339.87
				..... CHECK TOTAL	800.43
138492	5/28	AMERICAN BOTTLING CO.	524-05-50101-397-000	05/14 SOFT DRINKS	471.30
138493	5/28	WISCONSIN FUEL & HEATING	630-09-50101-392-000	05/14 CE-DIESEL	24,936.84
			630-09-50101-393-000	05/14 CE-LUBRICANTS/	52.50
				..... CHECK TOTAL	24,989.34

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138494	5/28	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	03/14 GO-PARTS/SERV	113.83
			524-05-50101-344-000	03/14 GO-PARTS/SERV	80.12
				..... CHECK TOTAL	193.95
138495	5/28	C.J.W., INC.	524-05-50101-397-000	05/14 CONSUMABL MER	296.55
138496	5/28	HORNUNG'S GOLF PRODUCTS	524-05-50101-398-000	2-3/4" TEES	179.44
			524-05-50101-398-000	GLOVES - X-LARGE	78.00
			524-05-50101-398-000	GLOVES - LARGE	78.00
			524-05-50101-398-000	2-1/8" TEES	18.90
				..... CHECK TOTAL	354.34
138497	5/28	JOE'S CARPET SERVICE	110-05-55109-219-000	05/14 CARPET CLEAN	200.00
138498	5/28	OFFICEMAX	110-03-53101-311-000	05/14 PW #2845 OFFC	221.72
			110-01-51101-311-000	05/14 FN #2844 OFFC	156.55
			110-02-52103-311-000	05/14 PD #2840 OFFC	139.72
			110-01-51303-311-000	05/14 HR #2842 OFFC	70.12
				..... CHECK TOTAL	588.11
138499	5/28	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	STORM SEWER CASTINGS	26,310.93
138500	5/28	HOLLAND SUPPLY, INC.	630-09-50101-393-000	04/14 CE-HYDRAUL FT	168.00
138501	5/28	HOMETOWN MEATS & DELI	524-05-50101-397-000	05/14 VARIOUS MEAT	83.80
138502	5/28	INTERSPIRO	110-02-52203-235-000	04/14 SCBA PARTS	496.25
			110-02-52203-235-000	04/14 SCBA PARTS	386.31
			110-02-52203-235-000	04/14 SCBA PARTS	101.20
			110-02-52203-235-000	04/14 SCBA PARTS	12.71
				..... CHECK TOTAL	996.47
138503	5/28	MILLHOUSE AUTO BODY INC	110-02-52103-711-000	REPAIR SQUAD #3168	2,057.26
138504	5/28	PITNEY BOWES	110-01-51306-311-000	5/14 MAIL MACH SUPL	191.86
138505	5/28	MANDLIK & RHODES	501-09-50102-219-000	05/14 YW COUPON PRG	68.88
138506	5/28	LEE PLUMBING, INC.	520-09-50201-246-000	04/14 TD-HVAC, PLUMB	707.50

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138507	5/28	SCHREIBER ANDERSON ASSOC.	405-11-51403-219-000	04/14 MASTER PLAN	12,328.75
			405-11-51217-589-826	4/14 SIMMONS-TSK #10	7,203.40
				..... CHECK TOTAL	19,532.15
138508	5/28	WASTE MANAGEMENT OF WI	110-03-53117-253-416	05/14 1190.24 TONS	28,803.81
			110-03-53117-253-416	05/14 WDNR TONNAGE	15,473.12
			501-09-50104-253-000	05/14 153.31 TONS	3,710.10
			110-03-53117-253-417	05/14 FUEL SURCHARGE	2,630.56
			110-03-53117-253-417	05/15 86.13 TONS	2,084.35
			501-09-50104-253-000	05/14 WDNR TONNAGE	1,993.03
			110-03-53117-253-417	05/14 10 CMPCT PULLS	1,738.00
			110-03-53117-253-417	05/14 WDNR TONNAGE	1,119.69
			501-09-50105-253-000	05/14 32.69 TONS	791.10
			501-09-50105-253-000	05/14 WDNR TONNAGE	424.97
			110-03-53117-253-417	05/14 FUEL SURCHARGE	350.68
			501-09-50104-253-000	05/14 FUEL SURCHARGE	340.22
			110-03-53117-253-416	05/14 ENVIRO SURCHG	312.00
			501-09-50105-253-000	05/14 FUEL SURCHARGE	73.90
			501-09-50104-253-000	05/14 ENVIRO SURCHG	66.00
			110-03-53117-253-417	05/14 ENVIRO SURCHG	60.00
			501-09-50105-253-000	05/14 ENVIRO SURCHG	30.00
				..... CHECK TOTAL	60,001.53
138509	5/28	MID-STATE EQUIPMENT	521-09-50101-344-000	05/14 AR-SERVC/PARTS	27.75
138510	5/28	MALSACK, J	461-11-51401-581-000	SPRING CLEAN-UP - C	255.00
			463-11-51002-219-000	SPRING CLEAN-UP - B	230.00
			463-11-51002-219-000	SPRING CLEAN-UP - D	155.00
				..... CHECK TOTAL	640.00
138511	5/28	ZEP MANUFACTURING CO.	630-09-50101-393-000	04/14 PRODUCTS,SUPL	443.76
138512	5/28	APPLIED ECOLOGICAL SERVICES	403-11-51110-219-000	04/14 RIVER CRS SWL	2,200.00
138513	5/28	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	04/14 BLDG/BUS REPR	243.20
138514	5/28	FIFTY STATES DIST.	110-02-52203-259-000	04/14 LAUNDRY SERVC	3,770.40
138515	5/28	FASTENAL COMPANY	110-03-53109-361-000	05/14 ST-TOOLS/MTRL	91.32
			110-03-53103-389-000	05/14 ST-PARTS/MTRL	11.15
				..... CHECK TOTAL	102.47

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138516	5/28	CENTRAL SAW AND MOWER	110-05-55109-344-000	05/14 PA-PARTS/SERV	26.30
			110-05-55109-344-000	04/14 PA-PARTS/SERV	5.35
				..... CHECK TOTAL	31.65
138517	5/28	WISCONSIN CHIEFS OF POLICE	110-02-52101-323-000	MISKINIS 2014 DUES	65.00
138518	5/28	YAGGY COLBY ASSOCIATES	403-11-51009-219-000	04/14 CONTINGENCY	625.00
138519	5/28	SLEEP INN & SUITES	110-02-52107-263-000	3/26-27 3 OFFICERS	280.00
138520	5/28	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	04/14 LEGAL SERVICES	3,000.00
138521	5/28	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	05/14 SHOP SUPPLIES	26.21
138522	5/28	MENARDS (KENOSHA)	110-05-55109-344-000	04/14 PA-MERCHANDISE	345.33
			110-02-52203-382-000	04/13 FD#4 MERCHAND	206.26
			110-05-55109-344-000	04/14 PA-MERCHANDISE	93.93
			110-02-52203-341-000	04/14 FD#4 MERCHAND	71.70
			110-03-53103-389-000	05/14 ST-MERCHANDISE	48.71
			110-05-55109-344-000	05/14 PA-MERCHANDISE	39.84
			501-09-50105-378-000	05/14 SW-MERCHANDISE	38.72
			110-03-53109-389-000	05/14 ST-MERCHANDISE	13.73
			110-05-55102-344-000	04/14 PA-MERCHANDISE	8.81
			110-05-55102-344-000	04/14 PA-MERCHANDISE	4.76
			110-05-55102-344-000	04/14 PA-MERCHANDISE	3.89
				..... CHECK TOTAL	875.68
138523	5/28	HALLMAN LINDSAY	110-05-55104-249-000	ATHLETIC MARKING	2,696.40
			110-05-55102-244-000	ATHLETIC MARKING	2,696.40
				..... CHECK TOTAL	5,392.80
138524	5/28	CEDAR CREST	524-05-50101-397-000	5/14 CONCESSION SPL	54.00
138525	5/28	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	05/14 RADIATOR REPR	1,250.50
138526	5/28	KENOSHA COUNTY	110-09-56501-259-567	4/21/14 RES 39-14	975.88
138527	5/28	GRAINGER	110-02-52203-344-000	03/14 FD-PARTS/MTRL	64.72
138528	5/28	ROCKFORD WELDING/ENCOMPASS	632-09-50101-389-000	04/14 SE-SUPPLIES/RE	65.90
			632-09-50101-389-000	04/14 SE-SUPPLIES	31.27
				..... CHECK TOTAL	97.17

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138529	5/28	TIME WARNER CABLE	110-01-51102-233-000	5/17-6/16 INTERNET,E	565.50
			110-00-15601-000-000	5/17-6/16 INTERNET,E	565.50
				..... CHECK TOTAL	1,131.00
138530	5/28	CMRS/PITNEY BOWES	110-01-51306-312-000	05/14 REPLENISH	10,000.00
138531	5/28	MCDEVITT'S TOWING	110-02-52103-219-000	05/14 14-061142 TOW	25.00
138532	5/28	SAFETY-KLEEN INC	520-09-50201-389-000	05/14 SOLVENT	162.31
138533	5/28	GILLIG CORPORATION	520-09-50201-347-000	04/14 BUS PARTS	276.33
			520-09-50201-347-000	05/14 BUS PARTS	266.68
			520-09-50201-347-000	05/14 BUS PARTS	211.20
				..... CHECK TOTAL	754.21
138534	5/28	RIMKUS, JASON	761-09-50101-111-000	05/16-31/14 SERVICE	1,933.04
			761-00-21514-000-000	05/16-31/14 SERVICE	28.03CR
			761-00-21512-000-000	05/16-31/14 SERVICE	95.80CR
			761-00-21599-000-000	05/16-31/14 SERVICE	96.65CR
			761-00-21511-000-000	05/16-31/14 SERVICE	119.85CR
			761-00-21513-000-000	05/16-31/14 SERVICE	220.00CR
				..... CHECK TOTAL	1,372.71
138535	5/28	PIRO, RALPH	761-09-50101-111-000	05/16-31/14 SERVICE	916.45
			761-00-21514-000-000	05/16-31/14 SERVICE	13.29CR
			761-00-21599-000-000	05/16-31/14 SERVICE	25.00CR
			761-00-21512-000-000	05/16-31/14 SERVICE	30.80CR
			761-00-21511-000-000	05/16-31/14 SERVICE	56.82CR
			761-00-21513-000-000	05/16-31/14 SERVICE	76.00CR
				..... CHECK TOTAL	714.54
138536	5/28	AIRGAS NORTH CENTRAL	206-02-52205-389-000	05/14 FD#4 OXYGEN CL	73.62
			110-02-52203-389-000	05/14 FD#4 OXYGEN CL	49.76
			110-02-52203-389-000	05/14 FD#4 OXYGEN CL	40.47
				..... CHECK TOTAL	163.85
138537	5/28	BRAT STOP, INC	110-00-44509-000-000	AMUSEMENT LICENSE	175.00
138538	5/28	HETLET, BRADLEY A.	110-02-52107-263-000	05/16/14 PEWAUKEE	8.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138539	5/28	LENCI, MAURO	632-09-50101-261-000	3-5/14 4982 MILES	278.99
138540	5/28	ROMBALSKI, MICHAEL	110-02-52107-263-000	05/16/14 PEWAUKEE	8.00
138541	5/28	WAMBOLDT, JEFFREY	110-02-52110-311-000	MEETING SUPPLIES	22.25
138542	5/28	RIESELMANN, JOSEPH	110-02-52107-263-000	05/16/14 PEWAUKEE	8.00
138543	5/28	WIENKE, DANIEL	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138544	5/28	WITT, JERALD	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138545	5/28	WESTPHAL, RANDY	110-09-56405-166-000	05/22-06/20/14 PPD	1,395.33
138546	5/28	HILL, RYAN	110-02-52103-263-000	5/15/14 WINNEBAGO	12.00
138547	5/28	WALTERS, BRADLEY G	110-02-52103-263-000	5/15/14 WINNEBAGO	12.00
138548	5/28	BAARS, KYLE	110-02-52103-263-000	5/17/14 WINNEBAGO	12.00
138549	5/28	FITZGERALD, TRAVIS A	110-02-52103-263-000	5/17/14 WINNEBAGO	12.00
138550	5/28	SMITH, JEFFREY	206-00-13107-000-000	09/18/12 TRANSPORT	105.00
138551	5/30	YAMAHA MOTOR CORP.	524-05-50101-282-000	06/14-GOLF CARTS	2,386.53
			524-05-50101-282-000	05/14-GOLF CARTS	2,386.53
				..... CHECK TOTAL	4,773.06
138552	5/30	BINDELLI BROTHERS, INC	110-09-56501-259-569	05/14 5805 23RD AVE	140.00
			110-09-56501-259-569	05/14 5503 23RD AVE	120.00
			110-09-56501-259-569	05/14 6409 11TH AVE	80.00
			110-09-56501-259-569	05/14 1602 76TH ST	78.00
			110-09-56501-259-569	05/14 7822 31ST AVE	60.00
				..... CHECK TOTAL	478.00
138553	5/30	RNOW, INC.	630-09-50101-393-000	05/14-SE PARTS/MATER	1,086.06
			630-09-50101-393-000	05/14-SE PARTS/MATER	260.91
			630-09-50101-393-000	05/14-SE PARTS/MATER	85.89
			630-09-50101-393-000	05/14-SE PARTS/MATER	26.28
				..... CHECK TOTAL	1,459.14

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138554	5/30	INTERSTATE ELECTRIC SUPPLY	110-02-52203-246-000	04/14-FD#6 ELECTRICA	162.47
			110-02-52203-246-000	05/14-FD#6 ELECTRICA	40.73
				..... CHECK TOTAL	203.20
138555	5/30	CARDINAL HEALTH	206-02-52205-318-000	05/14 MEDICAL SUPPL	600.52
			206-02-52205-318-000	04/14 MEDICAL SUPPL	536.09
			206-02-52205-318-000	05/14 MEDICAL SUPPL	43.86
			206-02-52205-318-000	05/14 MEDICAL SUPPL	8.80
				..... CHECK TOTAL	1,189.27
138556	5/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	05/30/14 CITY SAL	39,818.82
			110-00-21562-000-000	05/30/14 CITY HRLY	11,222.55
			110-00-21562-000-000	05/30/14 WATER SAL	6,169.00
			110-00-21562-000-000	05/30/14 LIBRARY SAL	5,630.89
			110-00-21562-000-000	05/30/14 WATER HRLY	3,590.87
				..... CHECK TOTAL	66,432.13
138557	5/30	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	05/30/14 CITY HRLY	111.15
			110-00-21553-000-000	05/30/14 WATER HRLY	51.30
			110-00-21553-000-000	05/30/14 MUSEUM HRLY	5.70
			110-00-21553-000-000	05/30/14 WATER SAL	2.85
				..... CHECK TOTAL	171.00
138558	5/30	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	05/30/14 CITY HRLY	10.00
			110-00-21541-000-000	05/30/14 MUSEUM HRLY	2.00
				..... CHECK TOTAL	12.00
138559	5/30	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	1/29/14 W/C	10,406.71
138560	5/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	05/30/14 CITY SAL	83,973.00
			110-00-21563-000-000	05/30/14 WATER SAL	40.00
				..... CHECK TOTAL	84,013.00
138561	5/30	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	4/14 AMECHE ELECTRIC	129.20
138562	5/30	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	05/14-SE PARTS/MATER	50.81
138563	5/30	FIRST SUPPLY CO.	110-05-55109-344-000	05/14 PA-SUPPL/SERV	20.34
138564	5/30	WIS RETIREMENT SYSTEM	110-00-21625-000-000	04/14 PENSION	500,699.63
			110-00-21622-000-000	04/14 PENSION	200,612.86
			110-02-52203-153-000	04/14 PENSION	9,474.02
			110-00-21521-000-000	04/14 PENSION	4,400.00
			110-02-52103-153-000	04/14 PENSION	687.94
				..... CHECK TOTAL	715,874.45

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138565	5/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	05/30/14 DEDUCTION	240.88
138566	5/30	REINDERS INC.	630-09-50101-393-000	05/14-CE PARTS/SERVI	821.99
			630-09-50101-393-000	05/14-CE PARTS/SERVI	454.58
			630-09-50101-393-000	05/14-CE#2681 PARTS/	324.60
			524-05-50101-249-000	05/14-GO PARTS/SERVI	314.20
			630-09-50101-393-000	05/14-CE RETURN PART	72.83CR
				..... CHECK TOTAL	1,842.54
138567	5/30	WEST GROUP	110-01-50301-322-000	04/14-LE ONLINE MATE	752.00
138568	5/30	CAMOSY CONSTRUCTION CO., INC	405-11-51309-589-000	EST 5-THRU 5/6/14	25,872.61
138569	5/30	KENOSHA WATER UTILITY	110-00-46908-999-000	12/21/13 HYDRANT DMG	2,648.66
138570	5/30	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	MANAGEMENT-ANDERSON	3,155.00
			110-05-55111-219-000	MANAGEMENT-ANDERSON	3,155.00
			110-05-55111-219-000	MANAGEMENT-WASHINGTON	2,427.50
			110-05-55111-219-000	MANAGEMENT-WASHINGTON	2,427.50
			110-05-55111-219-000	SHIPPING CHEMICALS	250.00
			110-05-55111-219-000	MGMT-SPLASHPAD	160.50
			110-05-55111-219-000	MGMT-SPLASHPAD	160.50
				..... CHECK TOTAL	11,736.00
138571	5/30	A & R DOOR SERVICE	521-09-50101-344-000	5/14 AR-DOOR REPAIR	391.25
138572	5/30	LARK UNIFORM, INC.	110-02-52103-367-000	05/14-PD#460 UNIFORM	83.90
			110-02-52103-367-000	05/14-PD#605 UNIFORM	79.95
				..... CHECK TOTAL	163.85
138573	5/30	CHASE BANK KENOSHA	110-00-21513-000-000	05/30/14 DEDUCTIONS	225,273.50
			110-00-21511-000-000	05/30/14 DEDUCTIONS	85,302.36
			110-00-21612-000-000	05/30/14 DEDUCTIONS	85,302.17
			110-00-21614-000-000	05/30/14 DEDUCTIONS	26,594.22
			110-00-21514-000-000	05/30/14 DEDUCTIONS	26,593.54
				..... CHECK TOTAL	449,065.79
138574	5/30	OFFICEMAX	501-09-50101-311-000	KEYBOARD	139.99
			631-09-50101-311-000	KEYBOARD	116.97
				..... CHECK TOTAL	256.96

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138575	5/30	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	05/30/14 SAL DEDUCT	4,360.00
138576	5/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	05/30/14 SAL DEDUCT	11,804.52
138577	5/30	KPSOA	110-00-21552-000-000	05/30/14 SAL DEDUCT	800.00
138578	5/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	05/30/14 SAL DEDUCT	8,983.80
138579	5/30	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	2-4/14 BILLING SERV	46,116.92
			206-02-52205-219-000	1-3/14 CMC	10,598.92
			206-02-52205-219-000	1-3/14 AMERICOLLECT	2,782.99
			110-00-46209-999-000	2-4/14 BILLING SERV	1,374.94
			206-02-52205-219-000	2-4/14 C.C. FEE	726.99
			110-00-46209-999-000	1-3/14 CMC	646.25
			110-00-46209-999-000	1-3/14 AMERICOLLECT	474.18
			206-02-52205-219-000	1-3/14 CERT REVENUE	147.58
				..... CHECK TOTAL	62,868.77
138580	5/30	PETCO	213-09-50101-381-000	04/14-PD PETFOOD/SUP	82.20
138581	5/30	REGISTRATION FEE TRUST	110-09-56519-909-000	LICENSE/REG #3273	74.50
			110-09-56519-909-000	LICENSE/REG #3264	74.50
			110-09-56519-909-000	LICENSE/REG #3263	74.50
			110-09-56519-909-000	LICENSE/REG #3272	74.50
			110-09-56519-909-000	LICENSE/REG #3271	74.50
			110-09-56519-909-000	LICENSE/REG #3270	74.50
			110-09-56519-909-000	LICENSE/REG #3269	74.50
			110-09-56519-909-000	LICENSE/REG #3268	74.50
			110-09-56519-909-000	LICENSE/REG #3267	74.50
			110-09-56519-909-000	LICENSE/REG #3266	74.50
			110-09-56519-909-000	LICENSE/REG #3265	74.50
				..... CHECK TOTAL	819.50
138582	5/30	PITNEY BOWES	110-01-51306-282-000	05/14-CT MACHINE LEA	386.00
138583	5/30	MG TRUST COMPANY	761-09-50101-151-000	05/14 PIRO/RIMKUS	243.30
			761-00-21599-000-000	05/14 PIRO/RIMKUS	243.30
				..... CHECK TOTAL	486.60
138584	5/30	MESSERLI & KRAMER P.A.	110-00-21581-000-000	05/30/14 DEDUCTION	164.38

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138585	5/30	KENOSHA PUBLIC MUSEUM	399-00-22210-000-000	2009 INTEREST NOTES	12,375.00
138586	5/30	HUMANA CLAIMS	611-09-50101-155-527	05/23/14 MED CLAIMS	89,089.62
			611-09-50101-155-527	05/21/14 MED CLAIMS	69,275.91
			611-09-50101-155-527	05/21/14 PHARMACY	11,546.48
			611-09-50101-155-527	05/22/14 MED CLAIMS	6,901.69
			611-09-50101-155-527	05/22/14 PHARMACY	4,997.16
			611-09-50101-155-527	05/23/14 PHARMACY	1,580.40
				..... CHECK TOTAL	183,391.26
138587	5/30	HUMANA CLAIMS	611-09-50101-155-527	04/14 PR YR STP LS	232,686.38
			611-09-50101-155-527	05/27/14 MED CLAIMS	70,293.28
			611-09-50101-155-527	05/29/14 MED CLAIMS	20,941.82
			611-09-50101-155-527	05/27/14 PHARMACY	14,451.65
			611-09-50101-155-527	05/29/14 PHARMACY	10,964.70
			611-09-50101-155-527	05/28/14 MED CLAIMS	2,415.95
			611-09-50101-155-527	04/14 BEST DOCTORS	1,474.90
			611-09-50101-155-527	04/14 PR AUTH RX	1,225.00
			611-09-50101-155-527	05/28/14 PHARMACY	839.83
			611-09-50101-155-527	04/14 SHARED SAVINGS	426.84
			611-09-50101-155-527	04/14 CLINICAL FEES	111.00
			611-09-50101-155-527	04/14 VOIDS	447.55CR
			611-09-50101-155-527	04/14 FINCL RECOV	243,229.76CR
				..... CHECK TOTAL	112,154.04
138588	5/30	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	05/14-MB JANITORIAL	3,735.00
138589	5/30	RUEKERT & MIELKE, INC.	403-11-51009-589-000	3/24-4/18 TASK 4 LG	15,701.60
			403-11-51009-589-000	3/24-4/18 TASK 2 BOR	4,200.00
			403-11-51009-589-000	3/24-4/18 TASK 1 RES	3,550.00
			403-11-51009-589-000	3/24-4/18 ADD'L PRJ	699.00
				..... CHECK TOTAL	24,150.60
138590	5/30	TOWN & COUNTRY GLASS	110-01-51801-389-000	02814-MB GLASS REPAI	272.00
			110-01-51801-246-000	02/14-MB GLASS REPAI	75.00
				..... CHECK TOTAL	347.00
138591	5/30	US CELLULAR	206-02-52205-226-000	05/14 FD-DATA CHGS	141.42
			631-09-50101-226-000	05/14 EN-CELL AIRTM	103.51
			206-02-52205-226-000	05/14 FD-CELL AIRTM	83.99
			206-02-52205-226-000	05/14 FD-CELL SERVC	79.36
			110-02-52102-226-000	05/14 PD-CELL AIRTM	66.16
			110-01-51601-226-000	05/14 CD-CELL AIRTM	40.04
			110-02-52108-226-000	05/14 PD-CELL AIRTM	22.29
			110-02-52103-226-000	05/14 PD-CELL AIRTM	16.13
			520-09-50401-226-000	05/15 TD-CELL AIRTM	5.18
			205-03-53119-226-000	05/14 CD-CELL AIRTM	2.10
			110-02-52101-226-000	05/14 PD-CELL AIRTM	.66
			110-03-53103-226-000	05/14 ST-CELL AIRTM	.51
				..... CHECK TOTAL	561.35

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138592	5/30	CUMMINS NPOWER, LLC	520-09-50201-347-000	05/14 TD-PARTS/SERV	515.55
			520-09-50201-347-000	05/14 TD-PARTS/SERV	181.25
			520-09-50201-347-000	05/14 TD-PARTS/SERV	60.13
				..... CHECK TOTAL	756.93
138593	5/30	MALSACK, J	110-09-56501-259-570	05/14-6106 23 AVE PR	598.50
138594	5/30	BOSMAN MONUMENTS	110-05-55109-389-000	PLAQUES	930.00
138595	5/30	WISCONSIN COUNCIL 40	110-00-21553-000-000	05/30/14 CITY HRLY	1,253.85
			110-00-21553-000-000	05/30/14 WATER HRLY	578.70
			110-00-21553-000-000	05/30/14 MUSEUM HRLY	64.30
			110-00-21553-000-000	05/30/14 WATER SAL	32.15
				..... CHECK TOTAL	1,929.00
138596	5/30	JENSEN TOWING	110-02-52103-219-000	05/14-#14-063202 TOW	45.00
138597	5/30	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	05/14-CE#2592 PARTS/	242.94
138598	5/30	INSTY-PRINTS	110-02-52201-311-000	05/14-FD NONCONVEY P	378.71
138599	5/30	PELION BENEFITS, INC.	110-00-21517-000-000	05/16-31/14 DEDUCTS	7,468.47
138600	5/30	JOHNSON BANK	110-00-21532-000-000	05/30/14 CITY SAL	25,240.68
			110-00-21532-000-000	05/30/14 WATER SAL	2,814.41
			110-00-21532-000-000	05/30/14 LIBRARY SAL	1,315.00
			110-00-21532-000-000	05/30/14 CITY HRLY	1,265.00
			110-00-21532-000-000	05/30/14 WATER HRLY	404.62
				..... CHECK TOTAL	31,039.71
138601	5/30	WIS DEPT OF NATURAL RESOURCE	403-11-51102-588-000	RES APPL PERMIT FEE	235.00
138602	5/30	FASTENAL COMPANY	630-09-50101-393-000	05/14 CE-TOOLS/MTRL	385.32
			110-03-53109-375-000	05/14 ST-TOOLS/MTRL	24.82
				..... CHECK TOTAL	410.14
138603	5/30	AMERICAN HYDRAULICS	630-09-50101-393-000	05/14 PARTS/SERVICES	1,079.00
138604	5/30	NYBERG TROPHIES & AWARDS	521-09-50101-219-000	AIRPORT COMM PLAQUE	60.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138605	5/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	05/30/14 DEDUCTION	743.00
			110-00-21581-000-000	05/30/14 DEDUCTION	419.00
			110-00-21581-000-000	05/30/14 DEDUCTION	400.00
			110-00-21581-000-000	05/30/14 DEDUCTION	104.00
			110-00-21581-000-000	05/30/14 DEDUCTION	87.00
			110-00-21581-000-000	05/30/14 DEDUCTION	45.00
				..... CHECK TOTAL	1,798.00
138606	5/30	CENTRAL SAW AND MOWER	110-05-55109-344-000	05/14 PA-PARTS/SERV	136.98
			110-05-55109-344-000	05/14 PA #3277 PARTS	91.32
			110-05-55109-344-000	05/14 PA-PARTS/SERV	81.15
			110-05-55109-344-000	05/14 PA-PARTS/SERV	20.94
				..... CHECK TOTAL	330.39
138607	5/30	LOGISTICS PLUS	205-03-53118-219-000	05/14-TIRE RECYCLING	1,200.00
138608	5/30	CENTURY FENCE COMPANY	110-03-53103-711-000	FENCE REPAIR	3,798.00
138609	5/30	MENARDS (KENOSHA)	110-03-53110-389-000	05/14-ST MERCHANDISE	43.31
			420-11-51202-583-000	05/14-PW COUNTER MER	5.49
				..... CHECK TOTAL	48.80
138610	5/30	FEHR GRAHAM ENGINEERING	420-11-50706-589-000	4/14 WELL ABANDONMNT	227.50
138611	5/30	EWALD CHEVROLET/BUICK/GEO	422-11-51405-561-000	INTERCEPTOR W/EQUIP.	23,424.00
			422-11-51405-561-000	INTERCEPTOR W/EQUIP.	23,424.00
				..... CHECK TOTAL	46,848.00
138612	5/30	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	5/14 FD1-EXTINGUISHR	162.15
			110-02-52203-389-000	5/14 FD4 EXTINGUISHR	73.10
				..... CHECK TOTAL	235.25
138613	5/30	WIS SCTF	110-00-21581-000-000	05/30/14 SAL DEDUCT	9,805.20
			110-00-21581-000-000	05/30/14 HRLY DEDCT	1,066.43
				..... CHECK TOTAL	10,871.63
138614	5/30	MOTION INDUSTRIES	630-09-50101-393-000	04/14-CE#2881 PARTS	246.05
138615	5/30	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	05/30/14 DEDUCTION	278.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138616	5/30	TIME WARNER CABLE	110-01-51102-233-000	5/19-6/18-STORES-RR	139.95
138617	5/30	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	04/14-SEARCHES/LOCAT	204.10
138618	5/30	EZ PACK N SHIP ETC, INC	520-09-50106-311-000	04/14 TD-UPS SERVICE	103.35
			110-01-51306-312-000	04/14 FD-UPS SERVICE	35.15
			632-09-50101-311-000	04/14 SE-UPS SERVICE	13.95
			110-01-51306-312-000	04/14 PD-UPS SERVICE	7.90
				..... CHECK TOTAL	160.35
138619	5/30	FABCO RENTS	501-09-50105-282-000	05/14 SW-EQUIP RENT	76.50
138620	5/30	MILWAUKEE SPRING AND	630-09-50101-393-000	05/14-SE#2410 PARTS/	1,511.90
138621	5/30	GILLIG CORPORATION	520-09-50201-347-000	05/14-TD BUS PARTS	298.04
			520-09-50201-347-000	05/14-TD BUS PARTS	19.50
				..... CHECK TOTAL	317.54
138622	5/30	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	04/14 FD3-CONSUMABLE	402.85
138623	5/30	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	05/14-SE PARTS/MATER	131.41
138624	5/30	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	05/14-SE#3045 PARTS	21.54
138625	5/30	LAKE SIDE OIL/WORLD FUEL	520-09-50106-341-000	05/14-TD DIESEL FUEL	24,631.33
138626	5/30	AIRGAS NORTH CENTRAL	110-05-55109-235-000	03/14 PA-INDSTL GAS	68.83
			110-05-55109-235-000	04/14 PA-INDSTL GAS	66.93
			520-09-50201-317-000	04/14 TD-INDSTL GAS	54.58
			110-05-55109-235-000	03/14 PA-INDSTL GAS	42.43
			521-09-50101-344-000	04/14 AR-INDSTL GAS	17.53
				..... CHECK TOTAL	250.30
138627	5/30	RED THE UNIFORM TAILOR	110-02-52103-367-000	05/14 PD-UNIFORMS	229.00
			110-02-52103-367-000	05/14 PD-UNIFORMS	200.78
			110-02-52103-367-000	05/14 PD-UNIFORMS	151.90
			110-02-52103-367-000	05/14 PD-UNIFORMS	143.90
			520-09-50101-367-000	05/14 TD-UNIFORM	55.90
			110-02-52103-367-000	05/14 PD-UNIFORMS	12.95
				..... CHECK TOTAL	794.43

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138628	5/30	CHANNING BETE	206-02-52205-264-000	05/14 FD-TRAINING/ED	120.00
138629	5/30	CLARK DIETZ, INC	403-11-51415-219-000 403-11-51113-589-000	3/29-4/25 39 AV-IMPR 3/29-4/25 POND CERT- CHECK TOTAL	3,645.00 2,240.00 5,885.00
138630	5/30	FROEDTERT MEMORIAL HOSPITAL	110-09-56405-161-000	3/28/14 W/C	2,363.85
138631	5/30	MEDICAL COLLEGE OF WISCONSIN	110-09-56405-161-000 110-09-56405-161-000	3/28/14 W/C 3/28/14 W/C CHECK TOTAL	546.25 197.60 743.85
138632	5/30	IOD INCORPORATED	110-09-56405-161-000 520-09-50101-161-000	5/16/14 W/C 5/13/14 W/C CHECK TOTAL	58.33 31.02 89.35
138633	5/30	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 520-09-50101-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 520-09-50101-161-000	3/24/14 W/C 4/11/14 W/C 2/17-27/14 W/C 4/14/14 W/C 4/10/14 W/C 3/19/14 W/C 3/14/14 W/C 4/14/14 W/C CHECK TOTAL	4,833.96 624.75 500.87 254.15 254.15 254.15 254.15 170.85 7,147.03
138634	5/30	WHEATON FRANCISCAN	520-09-50101-161-000	5/16/14 W/C	66.10
138635	5/30	HSBC BANK USA	110-00-21106-000-000	2013 TAX-6712 12 AV	38.47
138636	5/30	SHILTS, SHARON	110-00-21905-000-000	5/17/14 BEACHHSE DEP	100.00
138637	5/30	PALMER, CYNTHIA	110-02-52103-219-000	TOWING ERROR	142.43
138638	5/30	AMBROSINI, SANDRA	110-00-21905-000-000	5/18/14 BEACHHSE DEP	100.00
138639	5/30	PRITCHETT, CHRISTIAN	110-00-44709-000-000	BARTENDER LICENSE	50.00
138640	5/30	ALI, HANI ALBED	110-00-44204-000-000	CLASS A LIQUOR	100.00

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138641	5/30	MATTIOLI, CAESER & VIRGINIA	110-00-21106-000-000	2013 RE TAX OVERPAY	15.94
138642	5/30	VEGA, DEREK D	110-00-21111-000-000	FINE PMT #R019593	114.00
138643	5/30	BOWERS, SHAUNEECE L	110-00-21111-000-000	FINE PMT #S567798	47.08
138644	5/30	TREE LIFE CONCERN	110-09-56402-219-000	WILLIAMS V KENOSHA	2,191.00
138645	5/30	LABAHN, JEFFREY B.	110-01-51601-261-000	01/14 90.5 MILES	50.68
138646	5/30	HAMM, THOMAS R.	110-02-52107-263-000 110-02-52107-263-000	5/13-16 WAUSAU 5/21/14 PEWAUKEE	63.00 8.00
				..... CHECK TOTAL	71.00
138647	5/30	POLTROCK, JAMES T.	206-02-52205-322-000	EMS BOOKS	2,586.14
138648	5/30	MOLINARO, DAVID	110-02-52107-263-000	5/23-24 MILWAUKEE	16.00
138649	5/30	LAMBRECHT, CRAIG	520-09-50201-261-000 520-09-50201-263-000 520-09-50201-263-000	5/7-8/14 WAUSAU 5/7-8/14 WAUSAU 5/7-8/14 WAUSAU	274.40 89.67 10.50
				..... CHECK TOTAL	374.57
138650	5/30	LABATORE, JOSEPH	110-02-52107-263-000	5/19-22 WHITEWATER	32.00
138651	5/30	HECKEL, EUGENE W.	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138652	5/30	TORRES, PABLO	783-00-21995-000-000	EMERGENCY K-9 CHICO	418.00
138653	5/30	FRANCIS, RONALD	110-02-52110-311-000	MEETING SUPPLIES	49.14
138654	5/30	CALLOVI, MICHAEL	110-01-51303-144-000	SPRING 2014 BOOKS	109.97
138655	5/30	BILLINGSLEY, SHELLY	110-01-51303-144-000 501-09-50101-362-000 631-09-50101-261-000 631-09-50101-362-000	SPRING 2014 TUITION HARD TABLET COVERS 05/02/14 MILWAUKEE HARD TABLET COVERS	912.49 97.54 50.32 48.77
				..... CHECK TOTAL	1,109.12
138656	5/30	MCNEELY, RYAN	110-01-51303-144-000	SPRING 2014 TUITION	763.20

START DATE FOR SUMMARY: 5/16 END DATE FOR SUMMARY: 5/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
138657	5/30	GALLEY, JEFFREY	110-02-52107-263-000	5/13-16 WAUSAU	63.00
			110-02-52103-341-000	5/13-16 WAUSAU	59.95
				..... CHECK TOTAL	122.95
138658	5/30	FORSBERG, KAREN	110-01-50401-263-000	BOR EXPENSES	21.47
138659	5/30	SHERWOOD, ERIC	110-01-51303-144-000	SPRING 2014 TUITION	395.51
138660	5/30	ZUKAUSKAS, TADAS	110-02-52107-263-000	5/13-16 WAUSAU	63.00
138661	5/30	ANTARAMIAN, BENJAMIN	110-02-52103-263-000	5/21/14 WINNEBAGO	12.00
138662	5/30	ANDERSON, MARK E	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138663	5/30	HILL, RYAN	110-02-52103-263-000	5/20/14 WINNEBAGO	12.00
138664	5/30	HANCOCK, AUSTIN G	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138665	5/30	YANDEL, DAVID M	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138666	5/30	THORNE, TODD A	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138667	5/30	MUNNELLY, GREGORY	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138668	5/30	WALTERS, BRADLEY G	110-02-52103-263-000	5/21/14 WINNEBAGO	12.00
138669	5/30	DIBBLE, GREG	110-09-56405-161-000	5/23/14 IME MILEAGE	52.12
138670	5/30	SINGH, MOHIT	110-02-52107-263-000	5/20/14 HARTLAND	8.00
138671	5/30	FITZGERALD, TRAVIS A	110-02-52103-263-000	5/20/14 WINNEBAGO	12.00
138672	5/30	VEIT & COMPANY INC	403-11-51108-589-000	PENNOYER OUTFALL	73,855.90
GRAND TOTAL FOR PERIOD *****					26,315,936.70