

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Wednesday, July 6, 2011
5:30 PM
PLEASE NOTE DATE OF MEETING

Chairman: David F. Bogdala

Vice Chair: Daniel L. Prozanski, Jr.

Aldersperson: Katherine Marks

Aldersperson: Eric J. Haugaard

Aldersperson: Tod Ohnstad

Aldersperson: Theodore Ruffalo

Call to Order

Roll Call

Approval of the minutes of the regular meeting held June 20, 2011.

1. Proposed Ordinance by Aldersperson Ray Misner To Create Section 2.22 Regarding Information to be Provided by Organizations Seeking Funding or Forbearance from the City of Kenosha. (Deferred from the meeting of June 20, 2011) Go to Backup
2. Proposed Ordinance by the Mayor To Create Chapter XXIX (*of the Code of General Ordinances*) Entitled "Statement of Economic Interest by City Officers, Employees and Candidates for Elective City Office"; To Repeal and Recreate Subsection 30.06 L. Regarding Not-for-Profit Affiliations and to Create Section 30.07 Entitled "Statement of Economic Interest". (Public Safety & Welfare Committee and Stormwater Utility Committee-No Recommendation; also referred to Public Works Committee and Licensing/Permit Committee) Go to Backup
3. Proposed Ordinance by the Mayor to Create Section 1.06 T. (*of the Code of General Ordinances for the City of Kenosha*) to Establish a Mayor's Commission on the Arts. (Also referred to Public Works Committee, Public Safety & Welfare Committee, Licensing/Permit Committee and Stormwater Utility Committee) Go to Backup
4. Proposed Resolution by the Finance Committee To Amend the City of Kenosha Capital Improvement Program for 2008 By Creating Lines PK08-012 "Nash School Recreation Area" in the Amount of \$3,500 and PK08-013 "Petzke Park" in the Amount of \$55,500 and Reducing Line PK00-001 "Playground Equipment" in the Amount of \$59,000 For a Net Change of \$0. (Parks Commission approved-ayes:5; noes:0) Go to Backup
5. Approve 8 Airport Leases between the City of Kenosha, Wisconsin and:
 - a. Stephen C. Jones d/b/a/ D & J Aircraft #9770
 - b. Leslie J. Raffel Revocable Trust #9830
 - c. James R. Kenevan #9890
 - d. Hangar Thirty, Inc. #10130
 - e. Security Hangars, Inc. #10170
 - f. Security Hangers, Inc. #10190
 - g. Hangar 2000 North, Inc. #10210
 - h. Executive Aircraft Services, Inc. #10230(Airport Commission approved-ayes:4; noes:0) Go to Backup
6. Approval of Contract by and Between the City and Macemon and Sons, Inc. to Raze Building at 5507 - 5511 22nd Avenue (Atlas Gym) in the amount of \$43,000.00. Go to Backup
7. Consultation Agreement by and between The City of Kenosha and Emerging Communities Corp. Regarding the Kenosha Chrysler Facility. Go to Backup
8. Disbursement Record #11 – \$4,940,883.02. Go to Backup

9. Proposed settlement of litigation regarding Mills Enterprises - Stonegate, LLP v. City of Kenosha (Kenosha County Circuit Court Case No. 10-CV-1447). **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.**
[Go to Backup](#)
10. Claim of William Medina v. City of Kenosha. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.**
[Go to Backup](#)
11. Claim of Jessica Medina v. City of Kenosha. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g) Wisconsin Statutes.**
[Go to Backup](#)
12. Discussion of Walgreens Donations. (Deferred from the meetings of June 6 and June 20, 2011)

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

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE, PLEASE CALL 653-4020 BEFORE THIS MEETING

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

**Finance Committee
Minutes of Meeting Held Monday, June 20, 2011***

A meeting of the Finance Committee held on Monday, June 20, 2011 in Room 204 at the Kenosha Municipal Building was called to order at 5:35 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Prozanski, Marks, Haugaard and Ruffalo. Alderperson Ohnstad was previously excused. Staff present were: Frank Pacetti, City Administrator; Edward Antaramian, City Attorney; Carol Stancato, Director of Finance; Ron Bursek, Director of Public Works; William Brydges, Assistant Chief of Police, John Thomsen, Fire Chief, Mike Lemens, Director of Engineering; Michael Higgins, City Clerk-Treasurer/Assessor; and Martha Swartz, Property Maintenance Inspector.

It was moved by Alderperson Haugaard, seconded by Alderperson Prozanski, to approve the minutes of the regular meeting held June 6, 2011. Motion carried unanimously.

1. Proposed Ordinance By Alderperson Ray Misner To Create Section 2.22 Regarding Information to be Provided by Organizations Seeking Funding or Forbearance from the City of Kenosha. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Prozanski, to defer. Motion carried unanimously.**
2. Proposed Resolution To Levy 5 Special Assessment Resolutions Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Grass and Weed Cutting - \$13,425.01
 - b. Boarding and Securing - \$1,221.89
 - c. Trash and Debris Removal - \$406.39
 - d. Property Maintenance Reinspection Fees - \$1,300.00
 - e. Graffiti Removal (Miscellaneous Assessment) - \$280.00 PUBLIC HEARING: No one spoke. **It was moved by Alderperson Prozanski, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
3. Proposed Resolution To Levy Special Assessments for Trash & Debris Removal Upon Various Parcels of Property Located Within the City of Kenosha in the Total Amount of \$8,426.24 per List on File in the Office of the City Clerk. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Prozanski, to approve. Motion carried unanimously.**
4. Proposed Resolution By Alderpersons Theodore Ruffalo, Michael J. Orth and Anthony Nudo To Rescind Resolution 205-66 that Established the Currently-Used City Seal and Flag, and Re-Adopting the City Emblem That Was Previously in Use, as the New Logo, Seal, and Flag. PUBLIC HEARING: Mayor Bosman, Assistant Chief Brydges and Mr. Pacetti spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
5. Proposed Resolution By the Mayor Authorizing the Implementation of IRS Rules Relating to Employee Funded Benefits Allowed to be Taken as Pre-Tax. PUBLIC HEARING: Mr. Pacetti spoke. **It was moved by Alderperson Marks, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
6. Approval of Contracts By and Between Sutphen Corporation (*Amlin, Ohio*) and the City of Kenosha, Wisconsin for the purchase of the Apparatus and Equipment in the amounts of the following:
 - a. \$603,978.92
 - b. \$595,978.92 (PSW-Ayes:5; Noes:0) PUBLIC HEARING: Alderperson LaMacchia said this item was approved at the Public Safety & Welfare Committee meeting. Chief Thompson and Carol Stancato answered questions. **It was moved by Alderperson Prozanski, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
7. Approval of Access Permission Agreement Between Wisconsin Department of Natural Resources, City of Kenosha and Old Carco Liquidation Trust (*Former Chrysler Engine Plant*). (*District 7*)(PSW-Ayes:5; Noes: 0) PUBLIC HEARING: Attorney Antaramian spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Prozanski, to approve. Motion carried unanimously.**

8. Proposed Extension of the Intergovernmental Agreement Executed by the Menominee Indian Tribe of Wisconsin, the Menominee Kenosha Gaming Authority, City of Kenosha and the County of Kenosha. PUBLIC HEARING: Laurie Boivin, Chairman of the Menominee Kenosha Gaming Authority, Attorney Antaramian and Mr. Pacetti spoke. **It was moved by Alderperson Prozanski, seconded by Alderperson Marks, to extend the existing extension for 30 days. Motion carried (aye:3; noes:2) with Chairman Bogdala and Alderperson Ruffalo voting nay.**
9. Disbursement Record #10 – \$16,907,862.42. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo, to approve. Motion carried unanimously.**
10. Approval of Additional 2010 Rent of Public Safety Building. PUBLIC HEARING: Carol Stancato explained and requested approval. Mr. Pacetti answered questions. **It was moved by Alderperson Haugaard, seconded by Alderperson Prozanski, to deny. Motion carried unanimously.**
11. Change Order for Project 11-1015 Resurfacing Phase II Project A (*88th Place - 43rd Avenue to 47th Avenue, 39th Avenue – North of 80th Street to 300' South*). (*District 14*) PUBLIC HEARING: Mr. Bursek explained that this amount was not included in the contract in error. **It was moved by Alderperson Haugaard, seconded by Alderperson Prozanski, to approve. Motion carried unanimously.**
12. Proposed Contract By and Between the City of Kenosha and Macemon and Sons, Inc., to Raze the Building at 4622-10th Avenue in the Amount of \$23,000.00. PUBLIC HEARING: Martha Swartz and Carol Stancato spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Marks, to approve. Motion carried unanimously.**
13. Discussion of Walgreens Donations. (Deferred from the meeting of June 6, 2011) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Prozanski, to defer to the next meeting. Motion carried unanimously.**

Mayor's Comments: Mayor Bosman stated that he is available to answer questions regarding Item #13.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:04 pm.

***NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Wednesday, July 6, 2011.**

BY: ALDERPERSON RAY MISNER

**TO CREATE SECTION 2.22 REGARDING INFORMATION TO
BE PROVIDED BY ORGANIZATIONS SEEKING FUNDING OR
FOREBEARANCE FROM THE CITY OF KENOSHA**

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

Section One: Section 2.22 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

2.22 MANAGEMENT IDENTIFICATION BY APPLICANTS FOR CITY FUNDING

A. Definitions.

1. **“City Property”** means all property, real or personal, tangible or intangible, owned or controlled by the City of Kenosha. The term “city property” includes park property owned by the City or administered pursuant to Wisconsin Statutes by the Parks Commission.

2. **“Funding”** for purposes of this section is broadly construed to include the provision by the City of anything of value greater than five dollars (\$5.00) for less than full consideration in return. The term specifically includes, but is not limited to, grants, loans for at interest rates at less than market rates, rents for city property at less than market rates, waivers of user fees for city property. The term “funding” specifically excludes the provision of parks for organized sports programs, library material or meeting rooms, museum meeting rooms, or the closure of streets, the temporary right to occupy the public right of way pursuant to Chapter 5 of the Code of General Ordinances, or trees for lawn park areas.

3. **“Management Identification”** means the provision of name, annual compensation, and benefit package description of all officers, directors, managers, members, partners, and employees who receive at least \$50,000.00 per year from the organization in annual income of the type reportable to the Internal Revenue Service.

4. **“Organization”** means any corporation, limited liability company, limited liability partnership, limited partnership, partnership, association, non-charitable company or any other legal entity other than a natural person.

B. Requirement.

Prior to deliberation on the request for funding by the City of Kenosha, an organization must first file management identification with the City.

C. Place of Filing Management Identification.

If an application is required by the City of the organization for funding, management identification shall be filed with the office receiving the application. If no application is required by the City of the organization for funding, management identification shall be filed with the City Clerk.

Section Two:

This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

BY: THE MAYOR

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

29.01 DECLARATION OF POLICY

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

29.02 DEFINITIONS

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

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

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

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

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

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

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

29.03 STATEMENT OF ECONOMIC INTEREST REQUIRED

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

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

29.04 TIME FOR FILING

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

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

29.05 INCOMPLETE STATEMENT OF ECONOMIC INTEREST

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

29.06 PENALTY

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

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

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

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

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

and recreated as follows:

L. Not-For-Profit Corporate Affiliations. ~~Anyone~~ Any person covered under **Section 30.02 B.** of the Code of General Ordinances, especially members of the City Common Council, shall disclose in writing any and all affiliation(s) they may have with any not-for-profit organization seeking financial support from the City of Kenosha. Disclosure shall occur at the earliest time practicable and be made pursuant to Section 30.05. ~~and shall be included in the disclosure required pursuant to Section 30.07.~~ ~~Common Council members~~ Any covered person shall refrain from voting on funding applications of organizations with which they, or an immediate family member, serve as a Director, officer or in any paid position. “Immediate Family” shall mean a spouse, sibling, parent, child, stepparent or stepchild.

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

30.07 STATEMENT OF ECONOMIC INTEREST

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

BY: THE MAYOR

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

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

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

Kenosha, Wisconsin, is hereby created as follows:

29.01 DECLARATION OF POLICY

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

29.02 DEFINITIONS

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

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

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

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

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

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

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

29.03 STATEMENT OF ECONOMIC INTEREST REQUIRED

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

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

29.04 TIME FOR FILING

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

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

29.05 INCOMPLETE STATEMENT OF ECONOMIC INTEREST

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

29.06 PENALTY

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

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

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

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

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

and recreated as follows:

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

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

30.07 STATEMENT OF ECONOMIC INTEREST

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

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

4. **FOR PROFIT AND NOT-FOR-PROFIT AFFILIATIONS.** List organizations with which you or a family member was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1. If none, state none.

Name of Organization	Nature of Organization	City and State	Position

I certify that the information contained in this *Statement of Economic Interest* is true, correct and complete to the best of my knowledge, information and belief. In the event this Statement of Economic Interest is filed prior to the time for filing set forth in Section 29.04 of the Code of General Ordinances, I certify that I will amend it, if amendment is necessary, to bring it into conformity with the true statement of my economic interest as of the time for filing set forth in Section 29.04 of the Code of General Ordinances.

Signature of person filing Date

Daytime Phone Number _____

E-mail Address _____

Instructions

Attachments:

Additional pages may be used to provide all of the information necessary to complete your Statement of Economic Interest. Attached pages should conform to the same formatting as the existing Statement of Economic Interest.

Definitions:

- **“Family” or “family member”** means your spouse, and any child, stepchild, parent, or parent-in-law who receive more than one-half of his or her support from you or from whom you receive more than one-half of your support.
1. **BUSINESS ACTIVITIES.** List businesses, farms, rental, commercial, and income-producing real estate and business activities in which you or your family had at least a 10% or greater interest. Include interests you or your family owned directly or through (a) a partnership; (b) a corporation (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
 - List the name of each business, farm, and rental, commercial and income-producing real estate that operated under a business name.
 - If you or a family member owned rental or other income-producing real estate, but did not operate under a business name, list the street address or fire number, municipality or town, county, and state of the real estate, and describe the nature of the business.
 - If you or a family member was self-employed, but did not operate under a business name, list the street address or fire number, municipality or town, county, and state of the real estate, and describe the nature of the business.
 2. **REAL ESTATE.** List the specific location of real estate located in the City of Kenosha in which you or your family had an interest. Do not list your principal residence or real estate whose location you listed in Item 1. Include real estate you or your family owned directly or through: (a) a partnership; (b) a corporation; (c) a limited liability company; (d) a limited liability partnership; (e) a trust; or (f) any other enterprise.
 3. **EMPLOYER .** List your and your family's employers . If self-employed list nature of business.
 4. **FOR PROFIT AND NOT- FOR- PROFIT AFFILIATIONS.** List organizations with which you or a family member was affiliated as an officer, director or any other paid or unpaid position unless already listed in Item 1.
 - List all for profit and not-for-profit organizations except those listed in Item 1.

ORDINANCE NO. _____

BY: MAYOR

TO CREATE SECTION 1.06 T. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA TO ESTABLISH A MAYOR'S COMMISSION ON THE ARTS

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

Section One: Section 1.06 T. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

T. Mayor's Commission on the Arts.

1. Title. There is hereby created a "Mayor's Commission on the Arts."

2. Purpose. The purpose of this Commission is to support economic development of creative and expressive endeavors by developing collaborative relationships between artists, musicians, businesses, and government.

3. Members. There shall be eleven (11) members who shall be appointed by the Mayor and confirmed by the Common Council. In making appointments, the Mayor shall strive to appoint representatives to the Commission from: Carthage College, University of Wisconsin Parkside, Gateway Technical College, Kenosha Unified School District, Kenosha Area Convention and Visitors Bureau, Kenosha Area Business Alliance (KABA), and Kenosha Area Chamber of Commerce. In addition to the representatives appointed from some or all of the same institutions listed in the prior sentence, the Mayor shall appoint the remainder of the Commissioners from the public at large, who has a demonstrable interest in the fine arts.

4. Term. The term of the members shall be two (2) years commencing on November 1. The terms shall be staggered and the initial term shall be as follows: Six (6) members shall serve for two (2) years and five (5) members shall serve for one (1) year.

5. Officers. The Commission will elect a chairperson and a vice-chairperson from among its members. The Mayor may appoint a City employee to act as secretary for the Commission at no additional compensation to be paid to said employee other than compensatory time off unless such compensation is authorized in advance by the Common Council.

6. By-Laws. The Commission may, from time to time, adopt bylaws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records and treating other matters.

7. Duties. The Commission shall have the following duties: The Commission brings together representatives from the arts, music, businesses, and government in the City of Kenosha for the purpose of networking and encouraging the most effective use of existing resources. The Commission streamlines processes and alleviates barriers for artists and venues. It makes recommendations to Common Council for the adoption of ordinances in support of a creative community. It serves as liaison on behalf of the City to encourage and support artists, organizations and programs for cultural enrichment within the City.

The Arts Commission acts in an advisory capacity to the Mayor and the Common Council.

8. Gifts/Grants. The Commission may apply for grants from the United States, the State of Wisconsin, and their agencies, and accept the donations from any person, firm, party or corporation, of services, equipment, supplies, materials or funds and utilize said donations to effectuate the purpose of the Commission.

9. Appropriation and Allotment of Funds. The Common Council may from time to time, allocate such funds as said Council deems necessary and appropriate for the use of the Commission in the performance of duties herein relevant. Out-of-City trips must be approved, in writing, in advance, by the Mayor, and all expense receipts furnished when available.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



Engineering Division
Michael M. Lemens, P.E.
Director/City Engineer
Fleet Maintenance
Mauro Lenci
Superintendent
Parks Division
Jeff Warnock
Superintendent

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

C-4

DEPARTMENT OF PUBLIC WORKS
Ronald L. Bursek, P.E., Director

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

June 23, 2011

To: Michael Orth, Chairman
Park Commission

David Bogdala, Chairman
Finance Committee

From: Ronald L. Bursek, P.E. 
Director of Public Works

Subject: ***To Amend the City of Kenosha Capital Improvement Program for 2008 by Creating Lines PK 08-012 "Nash School Recreation Area" in the amount of \$3,500 and PK 08-013 "Petzke Park" in the Amount of \$55,500 and Reducing Line PK 00-001 "Playground Equipment" in the Amount of \$59,000***

BACKGROUND/ANALYSIS

At its regular meeting of June 13, 2011, the Board of Park Commissioners authorized the Director of Public Works to author a CIP line item transfer request for playground equipment at the Nash School Recreation Area and for parking lot and mass grading for the expansion of Petzke Park onto the former MacWhyte site. Staff was advised that the source of funding for the transfer should be Line PK-00-001 "Playground Equipment", which has a balance of \$59,000.

RECOMMENDATION

That the CIP Line Item Transfers be approved

Cc: Ald. Bogdala, Dist. 17
Ald. Haugaard, Dist. 1

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2008
By Creating Lines PK08-012 "Nash School Recreation Area" in the Amount of \$3,500 and
PK08-013 "Petzke Park" in the Amount of \$55,500 and Reducing Line PK00-001 "Playground
Equipment" in the Amount of \$59,000 For a Net Change of \$0

WHEREAS, at the 6/13/11 Park Commission meeting the commissioners requested that the 2008 funding for Playground Equipment be reallocated for the purpose of partnering with KUSD for the construction of playground equipment at the Nash School Recreation Area and for the purpose of design and/or construction of the parking lot and mass grading for Petzke Park; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Park Commission on June 27, 2011 and the Finance Committee on July 6, 2011;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK 00-001	Playground Equipment	59,000	-59,000	-0-
PK 08-012	Nash School Recreation Area	-0-	3,500	3,500
PK08-013	Petzke Park	-0-	55,500	55,500

Adopted this _____ day of _____ 2011

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

MICHAEL HIGGINS, CITY CLERK-TREASURER

(CIPPK00.001.6.22.11/RES11)

Kenosha Regional Airport Lease Summary

Stephen C. Jones
d/b/a/ D & J Aircraft
9770 - 52nd Street

- 1.) **TERM:** 20 years; July 1, 2009 through and including June 30, 2029

- 2.) **RATE:** Annual Fee \$.18 = \$3,600.00
Biannual Payments \$.18 = \$1,800.00

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 9770 - 52nd St.

- 5.) **PROPERTY DESCRIPTION:** 20,000 sq. ft./Building constructed 1978

- 6.) **HANGAR DIMENSIONS:** 42' x 65'

- 7.) **USE OF HANGAR:** Aircraft storage

- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

- 9.) **NOTE:** This lease replaces current lease which expired on June 30, 2009.

LEASE

Between

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

And

**STEPHEN C. JONES
d/b/a D & J AIRCRAFT
9770 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 **STEPHEN C. JONES d/b/a D & J AIRCRAFT**, 9770 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** expired June 30, 2009; 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 hangar located at 9770 52nd Street consisting of one (1) building, approximately forty-two (42') feet by sixty-five (65') feet in size; and,

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

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

ARTICLE 1 - PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Twenty Thousand (20,000) square feet of land located at 9770 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, 2009 through and including June 30, 2029, 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 Six Hundred Dollars (\$3,600.00) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Eight Hundred Dollars (\$1,800.00) 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 for the airframe and power plant repairs of aircraft owned by the **LESSEE** to be performed by the **LESSEE** or a person regularly employed by the **LESSEE** within the limits of

Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- B. Automobile Liability
\$1,000,000.00 Single Limit each accident having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles

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

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

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

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

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

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

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

obligations under this Lease.

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

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

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers,

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

ARTICLE 26 - ASSIGNMENT/SUBLEASE

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:**

Steven Jones
D&J Aircraft
39723 Orchard Bluff Lane
Wadsworth, Illinois 60083-9116

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

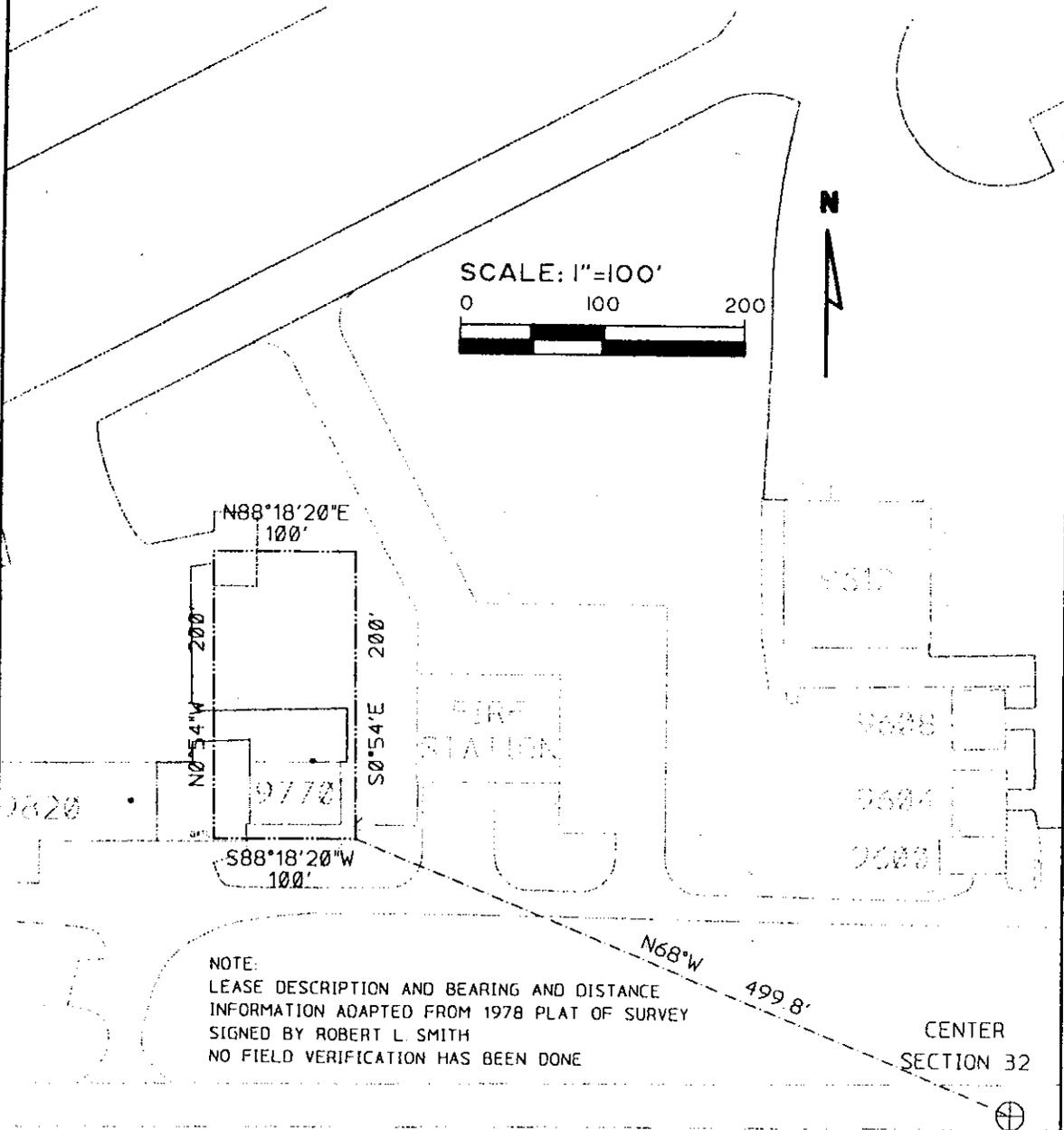
The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the ____ day of _____, 2011, and by action taken by the Common Council on the ____ day of July, 2011.

The **LESSEE** represents to the **CITY** that the **LESSEE** is a sole proprietorship and that all acts which are a condition precedent entering into this Lease have timely taken place.

Part of the NW¼ of Section 32, T2N, R22E of the Fourth Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as:

Commencing at the southeast corner of said Quarter Section; thence N68°W, 499.8 feet to the point of beginning of this description, thence S 88°-18'-20"W, 100.00 feet, thence N 0°-54'W, 200.00 feet; thence N 88°-18'-20°E, 100.00 feet, thence S 0°-54'E, 200.00 feet to the point of beginning

Parcel contains 20,000 square feet, more or less



NOTE:
LEASE DESCRIPTION AND BEARING AND DISTANCE
INFORMATION ADAPTED FROM 1978 PLAT OF SURVEY
SIGNED BY ROBERT L. SMITH
NO FIELD VERIFICATION HAS BEEN DONE



Mead & Hunt, Inc.
6501 Watts Road, Suite 101
Madison, Wisconsin 53719-2700
Phone: 608-273-6380
Fax: 608-273-6391

**KENOSHA REGIONAL AIRPORT
BUILDING NO. 9770 LEASE DESCRIPTION**

Dwg No N91055-S16
Sheet 1 of 1
Job No K81-96A

q:\kenosha\leases\k8196a16.dgn

Kenosha Regional Airport Lease Summary

**Leslie J. Raffel Revocable Trust
9830 - 52nd Street**

- 1.) **TERM:** 20 years; July 1, 2010 through and including June 30, 2030

- 2.) **RATE:** Annual Fee \$.18 = \$1,800.00
Biannual Payments \$.18 = \$900.00

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 9830 - 52nd St.

- 5.) **PROPERTY DESCRIPTION:** 10,000 sq. ft./Building constructed 1990

- 6.) **HANGAR DIMENSIONS:** 80' x 80'

- 7.) **USE OF HANGAR:** Aircraft storage and repairs

- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

- 9.) **NOTE:** This lease replaces current lease which expired on June 30, 2010.

LEASE

Between

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

And

**LESLIE J. RAFFEL REVOCABLE TRUST
9830 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 **LESLIE J. RAFFEL REVOCABLE TRUST**, 9830 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** expired June 30, 2010; 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 hangar located at 9830 52nd Street consisting of one (1) building, approximately eighty (80') feet by eighty (80') 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** Ten Thousand (10,000) square feet of land located at 9830 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, 2010 through and including June 30, 2030, 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 One Thousand Eight Hundred Dollars (\$1,800.00) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Nine Hundred Dollars (\$900.00) 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 for the airframe and power plant repairs of aircraft owned by the **LESSEE** to be performed by the **LESSEE** or a person who is regularly employed by the **LESSEE**, within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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 thereof, 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- B. Automobile Liability
\$1,000,000.00 Single Limit each accident having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles

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

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

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

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

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the

LESSEE for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

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

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

24.6 ABATEMENT OF RENT. In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately

abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

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

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or

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

ARTICLE 26 - ASSIGNMENT/SUBLEASE

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**:
Leslie J. Raffel, Trustee
Leslie J. Raffel Revocable Trust
4000 Porett Drive
Gurnee, Illinois 60031

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 ____ day of June, 2011, and by action taken by the Common Council on the ____ day of July, 2011.

The **LESSEE** represents to the **CITY** that the **LESSEE** is the Trustee of the Leslie J. Raffel Revocable Trust and that all acts which are a condition precedent entering into this Lease on behalf of the Leslie J. Raffel Revocable Trust have timely taken place.

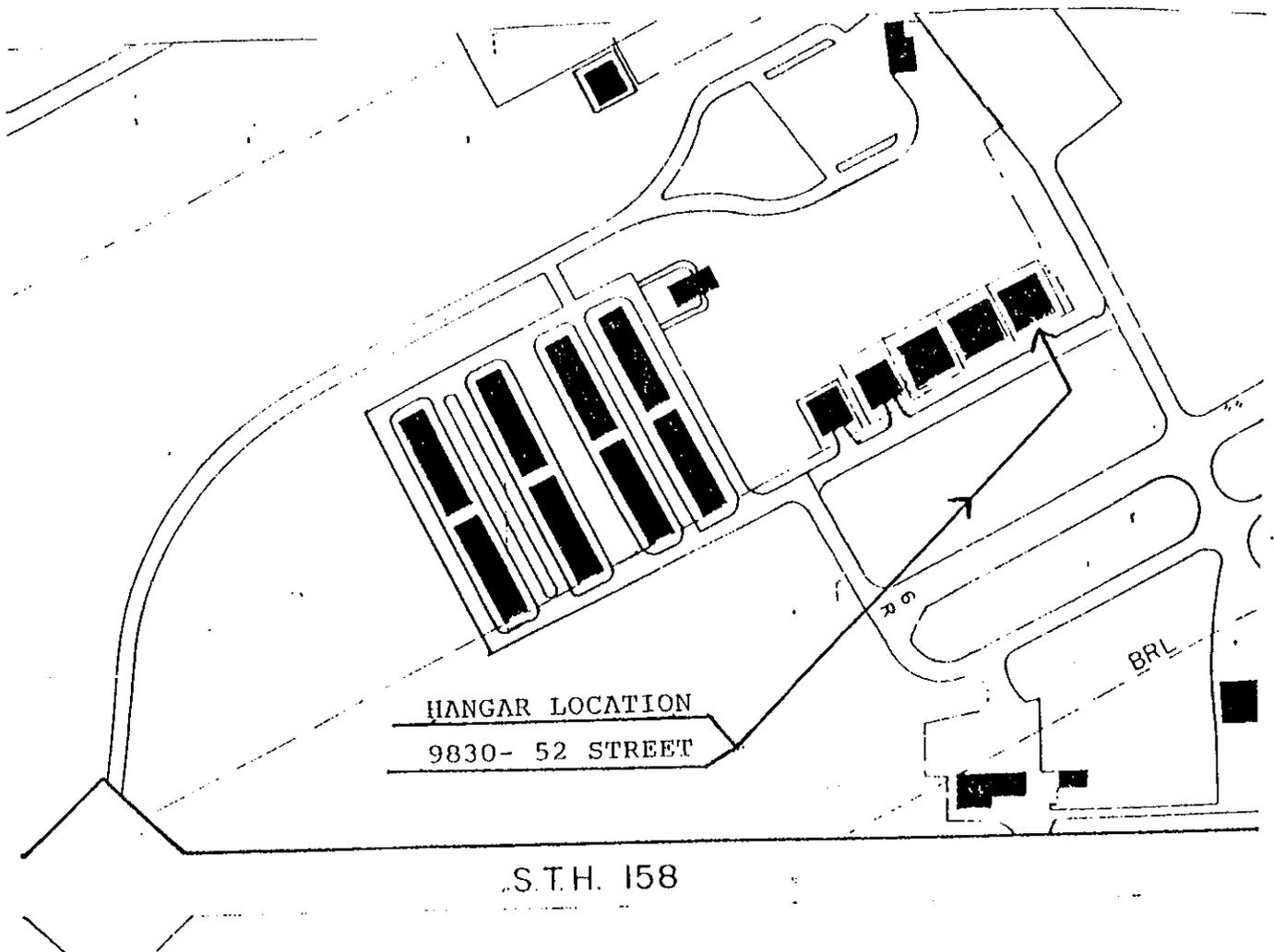
LESLIE J. RAFFEL

HANGAR LEASE DESCRIPTION

A parcel of land located in 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, 2091.94 feet; thence N 0°-31'-11" W, 1206.12 feet to the point of beginning; thence N 27°-39'-20" W, 100.00 feet; thence N 62°-20'-40" E, 100 feet; thence S 27°-39'-20" E, 100.00 feet; thence S 62°-20'-40" W 100.00 feet to the point of beginning.

Parcel contains 10,000 square feet more or less.



Kenosha Regional Airport Lease Summary

James Kenevan
9890 - 52nd Street

- 1.) **TERM:** 20 years; September 1, 2010 through and including August 31, 2030
- 2.) **RATE:** Annual Fee \$.18 = \$2,125.44
 Biannual Payments \$.18 = \$1,062.72
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 9890 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 11,808 sq. ft./Building constructed 1990
- 6.) **HANGAR DIMENSIONS:** 144 ' x 52'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** This lease replaces current lease which expired on August 31, 2010.

LEASE

Between

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

And

**JAMES R. KENEVAN
9890 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 **JAMES R. KENEVAN**, 9890 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** expired August 31, 2010; 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 9890 52nd Street consisting of one (1) building, approximately fifty-two (52') feet by one hundred forty four (144') 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** Eleven Thousand Eight Hundred Eight (11,808) square feet of land located at 9890 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 September 1, 2010 through and including August 31, 2030, 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 Two Thousand One Hundred Twenty-Five Dollars and Forty-Four Cents (\$2,125.44) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Sixty-Two Dollars and Seventy-Two Cents (\$1,062.72) 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 complex within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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**: James R. Kenevan
2503 Meadow Drive
Rolling Meadows, Illinois 60008-1550

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 ____ day of June, 2011, and by action taken by the Common Council on the ____ day of July, 2011.

The **LESSEE** represents to the **CITY** that the **LESSEE** is an individual and that all acts which are a condition precedent entering into this Lease have timely taken place.

JAMES KENEVAN

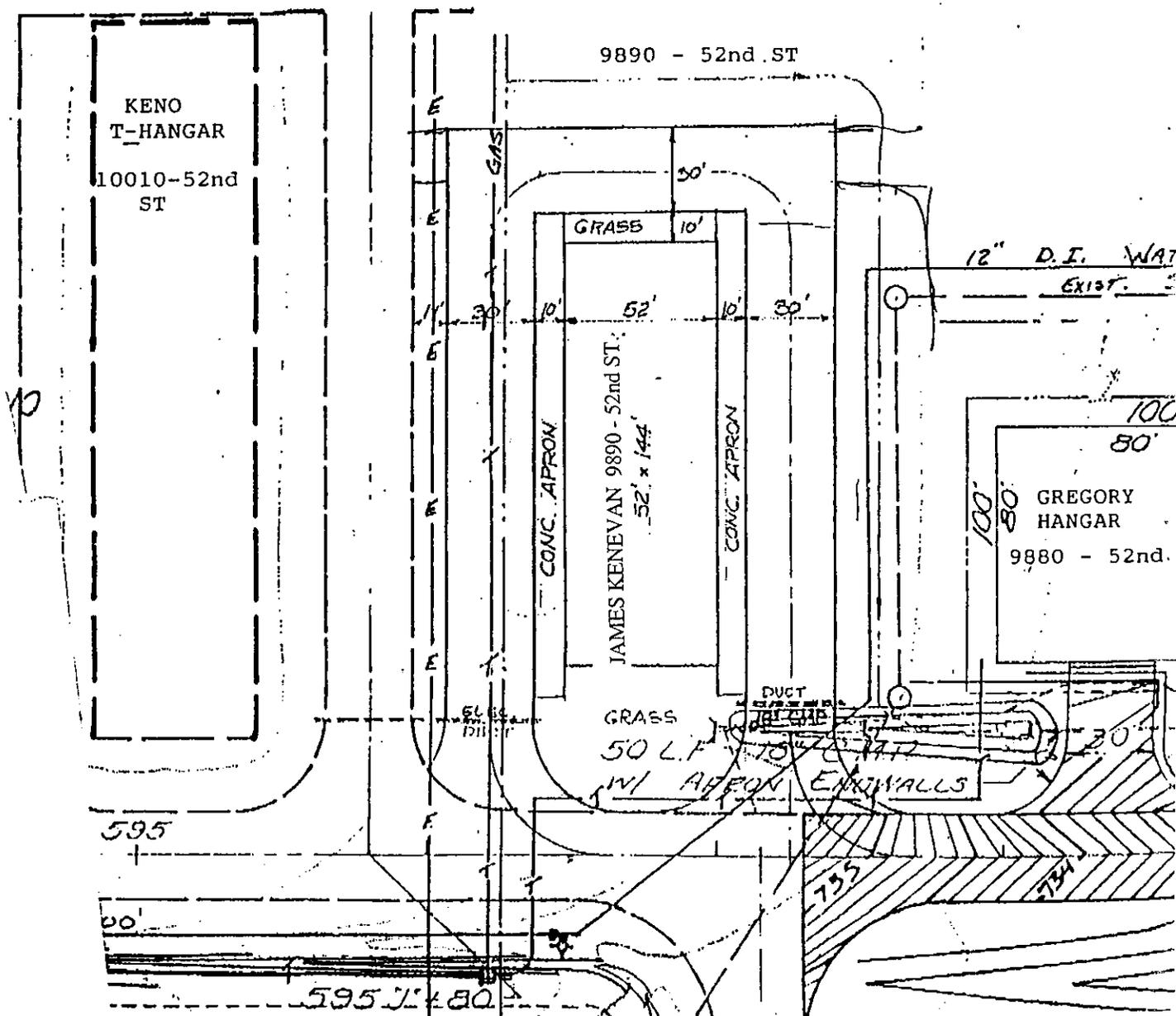
EXHIBIT A

T-HANGAR COMPLEX LEASE DESCRIPTION

A parcel of land located in 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, 1,493.70 feet; thence N 0°-31'-11" W, 898.65 feet to the point of beginning; thence N 27°-42'-00" W, 164.00 feet; thence N 62°-18'-00" E, 72.00 feet; thence S 27°-42'-00" E, 164.00 feet; thence S 62°-18'-00" W, 72.00 feet to the point of beginning.

Parcel contains 11,808 square feet, more or less.



Kenosha Regional Airport Lease Summary

**Hangar Thirty, Inc.
10130 - 52nd Street**

- 1.) **TERM:** 20 years; July 1, 2010 through and including June 30, 2030

- 2.) **RATE:** Annual Fee \$.18 = \$3,556.80
Biannual Payments \$.18 = \$1,778.40

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 10130 - 52nd St.

- 5.) **PROPERTY DESCRIPTION:** 19,760 sq. ft./Building constructed 1990

- 6.) **HANGAR DIMENSIONS:** 56' x 242'

- 7.) **USE OF HANGAR:** Aircraft storage and repairs

- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

- 9.) **NOTE:** This lease replaces current lease which expired on June 30, 2010.

LEASE

Between

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

And

**HANGAR THIRTY, INC.,
A Wisconsin Corporation,
10130 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 **HANGAR THIRTY, INC.**, a Wisconsin corporation, with offices at 10130 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** expired June 30, 2010; 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 10130 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 10130 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, 2010 through and including June 30, 2030, 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 Five Hundred Fifty-Six Dollars and Eighty Cents (\$3,556.80) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Seven Hundred Seventy-Eight Dollars and Forty Cents (\$1,778.40) 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 complex within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable

materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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**:

Peter Spear
President
Hangar Thirty, Inc.
9000 226th Court
Unit 3B
Salem WI 53168

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 _____ day of June, 2011, and by action taken by the Common Council on the _____ day of July, 2011.

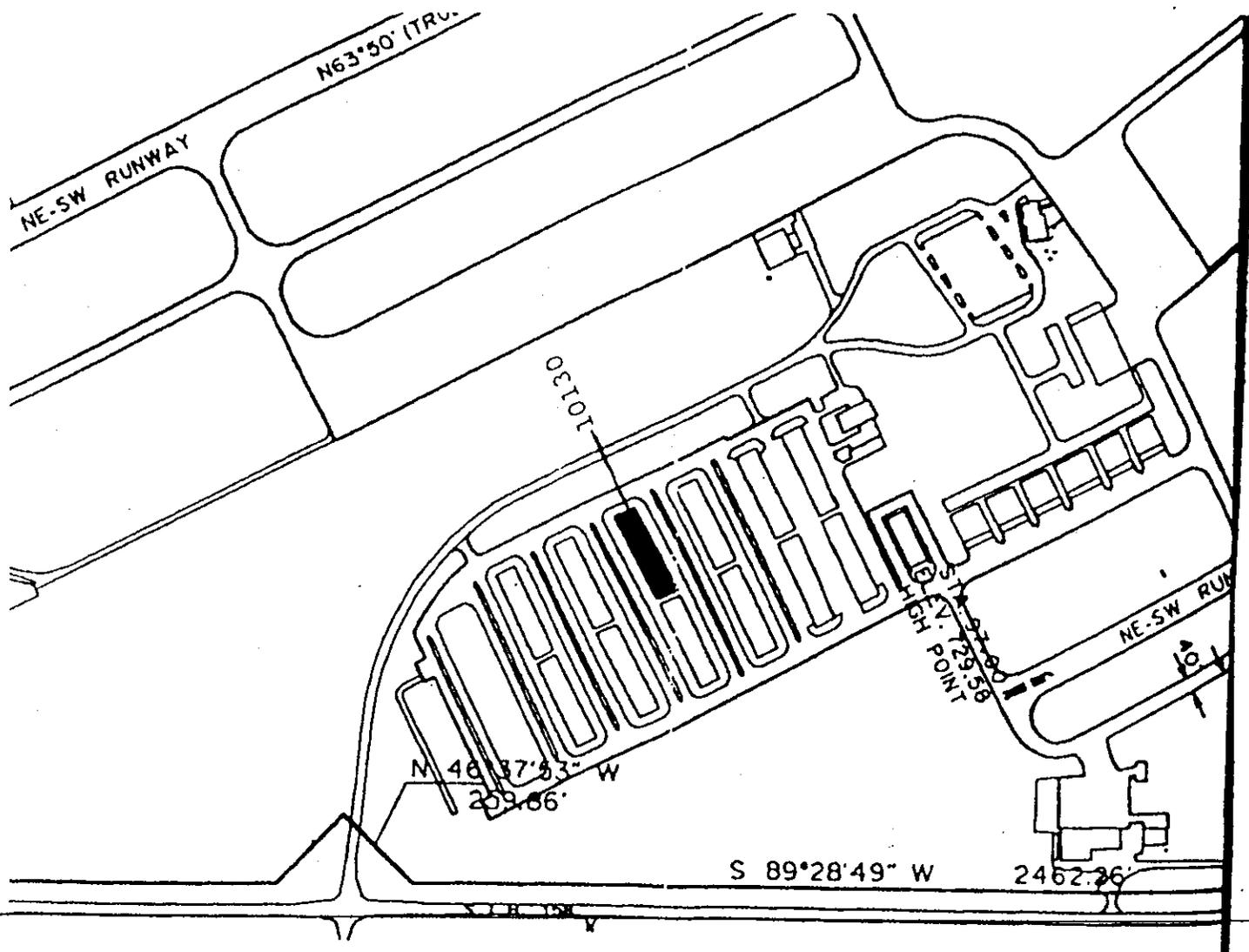
The **LESSEE** enters into their Lease by authority of its Articles of Incorporation and By-Laws and represents to the **CITY** that all acts which are a condition precedent entering into this Lease have timely taken place.

HANGAR NO. 10130 LEASE DESCRIPTION **EXHIBIT A**

A parcel of land located in the SW 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, 1309.89 feet; thence N 27°-44'-00" W, 951.02 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.



Kenosha Regional Airport Lease Summary

**Security Hangars, Inc.
10170 - 52nd Street**

- 1.) **TERM:** 20 years; January 1, 2011 through and including December 31, 2031
- 2.) **RATE:** Annual Fee \$.18 = \$3,556.80
Biannual Payments \$.18 = \$1,778.40
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10170 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 19,760 sq. ft./Building constructed 1992
- 6.) **HANGAR DIMENSIONS:** 56' x 242'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** This lease replaces current lease which expired on December 31, 2010.

LEASE

Between

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

And

**SECURITY HANGARS, INC.,
A Wisconsin Corporation,
10170 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 **SECURITY HANGARS, INC.**, a Wisconsin corporation, with offices at 10170 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** expired December 31, 2010; 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 10170 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 10170 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 January 1, 2011 through and including December 31, 2031, 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 Five Hundred Fifty-Six Dollars and Eighty Cents (\$3,556.80) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Seven Hundred Seventy-Eight Dollars and Forty Cents (\$1,778.40) 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 complex within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable

materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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**: Michael Glisch
President
Security Hangars, Inc.
10170 52nd Street
Kenosha, Wisconsin 53144

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 ____ day of June, 2011, and by action taken by the Common Council on the ____ day of July, 2011.

The **LESSEE** enters into their Lease by authority of its Articles of Incorporation and By-Laws and represents to the **CITY** that all acts which are a condition precedent entering into this Lease have timely taken place.

Kenosha Regional Airport Lease Summary

**Security Hangars, Inc.
10190 - 52nd Street**

- 1.) **TERM:** 20 years; January 1, 2011 through and including December 31, 2031
- 2.) **RATE:** Annual Fee \$.18 = \$3,556.80
 Biannual Payments \$.18 = \$1,778.40
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10190 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 19,760 sq. ft./Building constructed 1992
- 6.) **HANGAR DIMENSIONS:** 56 ' x 242'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** This lease replaces current lease which expired on December 31, 2010.

LEASE

Between

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

And

**SECURITY HANGARS, INC.,
A Wisconsin Corporation,
10190 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 **SECURITY HANGARS, INC.**, a Wisconsin corporation, with offices at 10190 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** expired December 31, 2010; 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 10190 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 10190 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 January 1, 2011 through and including December 31, 2031, 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 Five Hundred Fifty-Six Dollars and Eighty Cents (\$3,556.80) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Seven Hundred Seventy-Eight Dollars and Forty Cents (\$1,778.40) 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 complex within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable

materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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**:

Michael Glisch
President
Security Hangars, Inc.
10170 52nd Street
Kenosha, Wisconsin 53144

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 ____ day of June, 2011, and by action taken by the Common Council on the ____ day of July, 2011.

The **LESSEE** enters into their Lease by authority of its Articles of Incorporation and By-Laws and represents to the **CITY** that all acts which are a condition precedent entering into this Lease have timely taken place.

LOTZ HANGAR LEASE DESCRIPTION

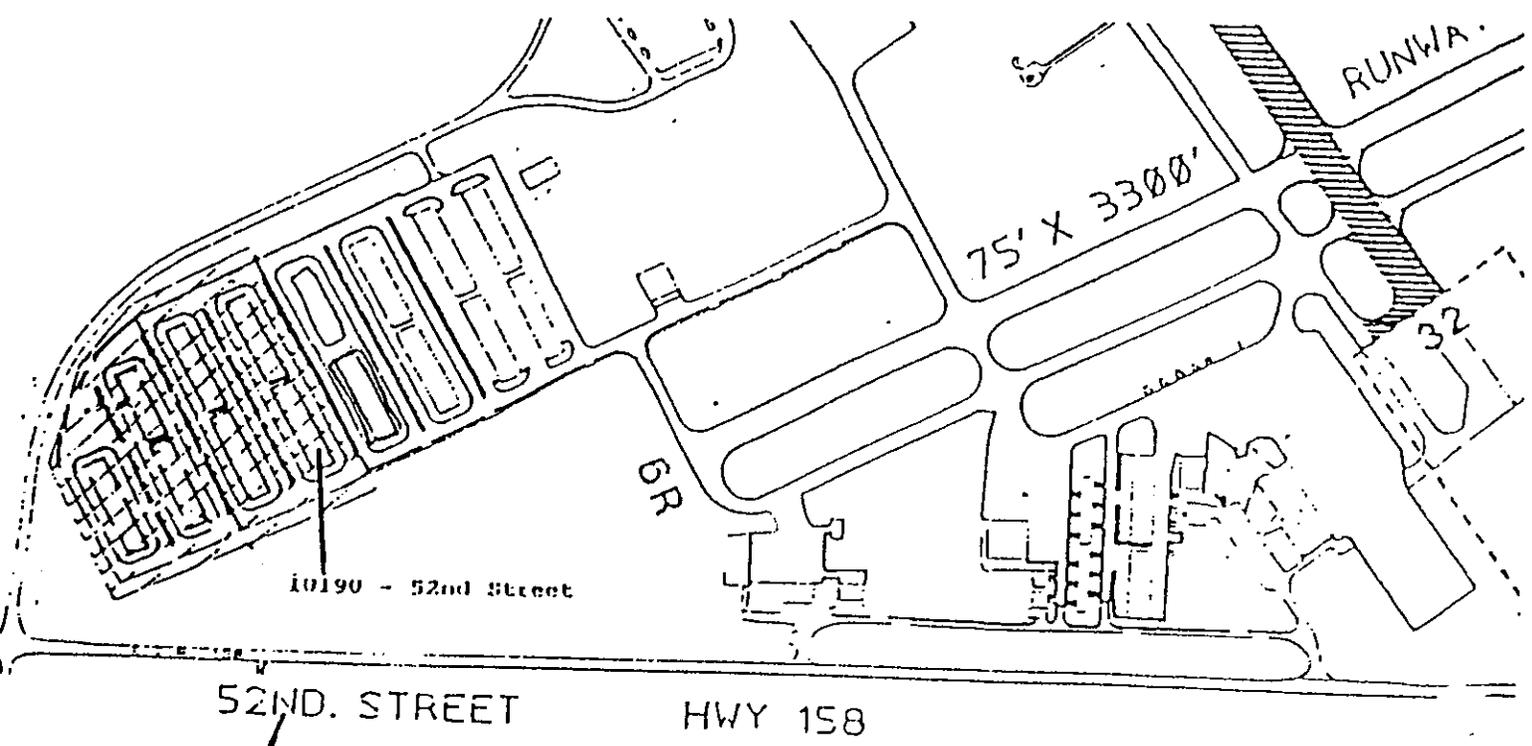
EXHIBIT A

BUILDING NO. 10190

A parcel of land located in the SW 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, 770.11 feet; thence N 0°-31'-11" W, 499.46 feet to the point of beginning; thence N 27°-39'-20" W, 260.00 feet; thence N 62°-20'-40" E, 76.00 feet; thence S 27°-39'-20" E, 260.00 feet; thence S 62°-20'-40" W 76.00 feet to the point of beginning.

Parcel contains 19,760 square feet more or less.



Kenosha Regional Airport Lease Summary

**Hangar 2000 North, Inc.
10210 - 52nd Street**

- 1.) **TERM:** 20 years; January 1, 2011 through and including December 31, 2031
- 2.) **RATE:** Annual Fee \$.18 = \$3,556.80
 Biannual Payments \$.18 = \$1,778.40
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10210 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 19,760 sq. ft./Building constructed 1993
- 6.) **HANGAR DIMENSIONS:** 56' x 242'
- 7.) **USE OF HANGAR:** Aircraft storage and repairs
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.
- 9.) **NOTE:** This lease replaces current lease which expired on December 31, 2010.

LEASE

Between

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

And

**HANGER 2000 NORTH, INC.
A Wisconsin Corporation,
10210 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 **HANGER 2000 NORTH, INC.**, a Wisconsin corporation, with offices at 10210 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** expired December 31, 2010; 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 10210 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 10210 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 January 1, 2011 through and including December 31, 2031, 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 Five Hundred Fifty-Six Dollars and Eighty Cents (\$3,556.80) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Seven Hundred Seventy-Eight Dollars and Forty Cents (\$1,778.40) 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 complex within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable

materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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:	Donald Rieser HANGER 2000 NORTH, INC. 19875 W. Woodmere Terrace Antioch, Illinois 60002
If to CITY:	City Clerk/Treasurer City of Kenosha Municipal Building 625 52 nd Street, Room 105 Kenosha, Wisconsin 53140
With copies to:	Airport Director Kenosha Regional Airport 9900 52 nd Street Kenosha, Wisconsin 53144-7430 Office of the City Attorney City of Kenosha Municipal Building 625 52 nd Street, Room 201 Kenosha, Wisconsin 53140

ARTICLE 39 – AUTHORITY

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the _____ day of June, 2011, and by action taken by the Common Council on the _____ day of July, 2011.

The **LESSEE** enters into their Lease by authority of its Articles of Incorporation and By-Laws and represents to the **CITY** that all acts which are a condition precedent entering into this Lease have timely taken place.

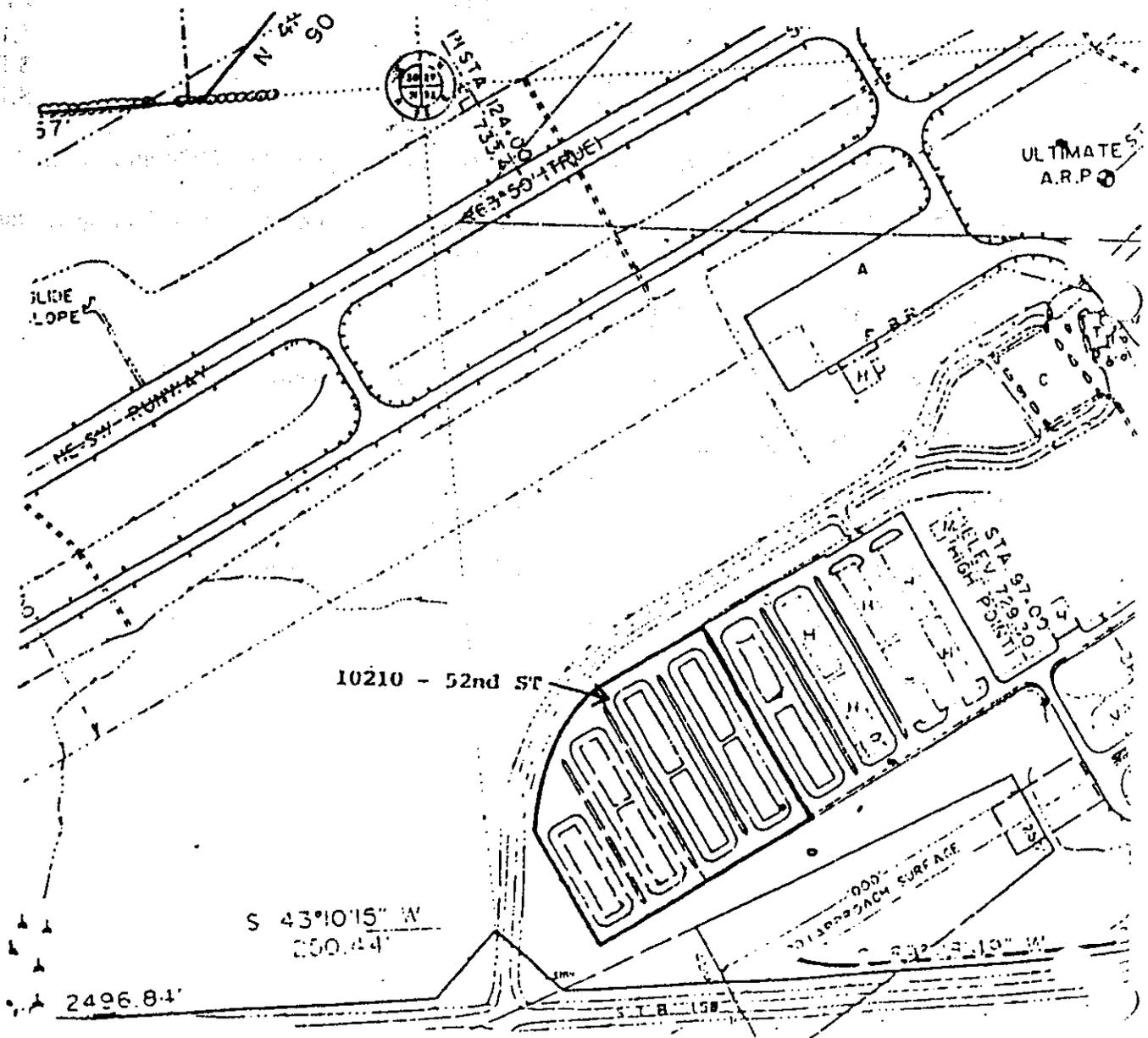
EXECUTIVE AIRCRAFT SERVICES, INC.

10210 - 52ND STREET

A parcel of land located in the SW 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, 613.48 feet; thence N0°31'11"W, 419.19 feet, thence N27°39'20"W, 260.00 feet to the point of beginning; thence continuing N27°39'20"W, 260.00 feet; thence N62°20'40"E, 76.00 feet; thence S27°39'20"E, 260.00 feet; thence S62°20'40"W 76.00 feet to the point of beginning.

Parcel contains 19,760 square feet more or less.



Kenosha Regional Airport Lease Summary

Executive Aircraft, Inc.
10230 - 52nd Street

- 1.) **TERM:** 20 years; January 1, 2011 through and including December 31, 2031

- 2.) **RATE:** Annual Fee \$.18 = \$3,556.80
Biannual Payments \$.18 = \$1,778.40

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 10230 - 52nd St.

- 5.) **PROPERTY DESCRIPTION:** 19,760 sq. ft./Building constructed 1991

- 6.) **HANGAR DIMENSIONS:** 56' x 242'

- 7.) **USE OF HANGAR:** Aircraft storage and repairs

- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership.

- 9.) **NOTE:** This lease replaces current lease which expired on December 31, 2010.

LEASE

Between

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

And

**EXECUTIVE AIRCRAFT SERVICES, INC.,
A Wisconsin Corporation,
10230 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 **EXECUTIVE AIRCRAFT SERVICES, INC.**, a Wisconsin corporation, with offices at 10230 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** expired December 31, 2010; 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 10230 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 10230 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 January 1, 2011 through and including December 31, 2031, 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 Five Hundred Fifty-Six Dollars and Eighty Cents (\$3,556.80) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of One Thousand Seven Hundred Seventy-Eight Dollars and Forty Cents (\$1,778.40) 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 complex within the

limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from 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

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 least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance 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**:

Rollin R. Brandenburg
President
Executive Aircraft Services, Inc.
2715 Russell Road
Winthrop Harbor, IL 60096

John Knutson
Vice President
Executive Aircraft Services, Inc.
c/o Burlington Dental Health Care
190 Gardner Avenue, Suite 4
Burlington, WI 53105

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 _____ day of June, 2011, and by action taken by the Common Council on the _____ day of July, 2011.

The **LESSEE** enters into their Lease by authority of its Articles of Incorporation and By-Laws and represents to the **CITY** that all acts which are a condition precedent entering into this Lease have timely taken place.

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

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

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

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

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of July, 2011, **KEITH G. BOSMAN, Mayor**, and **MICHAEL K. HIGGINS, City Clerk/Treasurer/Assessor**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer/Assessor of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

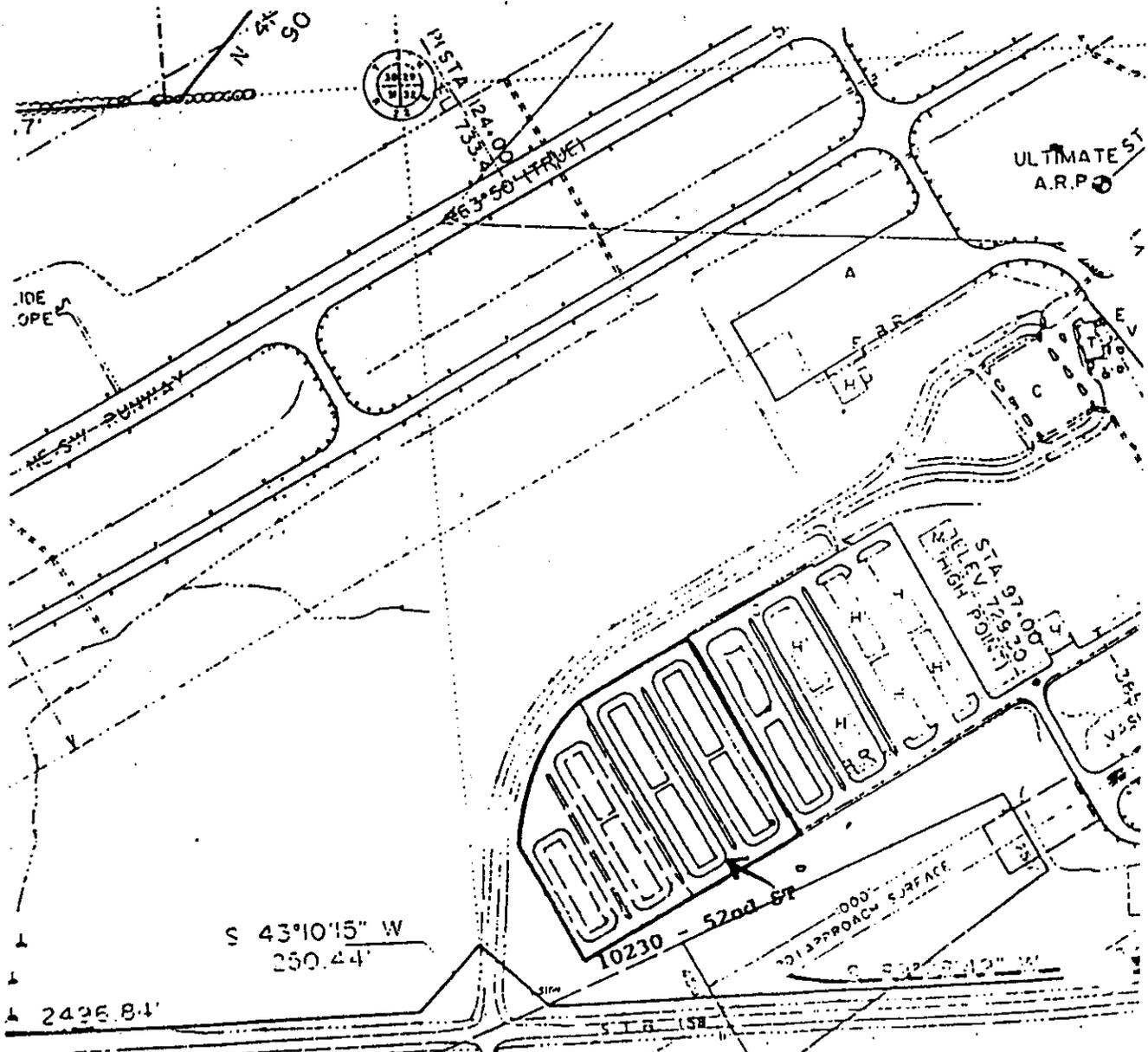
EXHIBIT A

EXECUTIVE AIRCRAFT SERVICES, INC.

10230 - 52ND STREET

A parcel of land located in the SW 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, 613.48 feet; thence N0°31'11"W, 419.19 feet to the point of beginning, thence N27°39'20"W, 260.00 feet; thence N62°20'40"E, 76.00 feet; thence S27°39'20"E, 260.00 feet; thence S 62°20'40"W 76.00 to the point of beginning.





DEPARTMENT OF
NEIGHBORHOOD SERVICES
AND
INSPECTIONS

JAMES M. SCHULTZ
Director

Building Inspection

• Property Maintenance

• Zoning Enforcement

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

FROM: Martha Swartz, Property Maintenance Inspector MS
Department of Neighborhood Services and Inspections

SUBJECT: Proposed Contract By and Between the City of Kenosha and Macemon and Sons, Inc., to Raze the Building at 5507 - 5511 22nd Avenue in the Amount of \$43,000.00

DATE: June 30, 2011

We are requesting approval of the attached contract to raze a commercial building that has been severely damaged during an explosion.

The owner of the property is Atlas Gym, LLC.

The property is in a serious state of disrepair - to an extent that the cost of repair exceeds more than 50% of the improved value. Its physical condition represents a public safety hazard and a blighting influence on the surrounding area. The condemnation process is complete; and, the City is legally able to raze the building.

Your favorable approval of this contract is requested.

/saz
Attachment

PROPOSAL NOTICE NO. 15-11

CONTRACT TO RAZE BUILDING

**5507 – 5511 22nd Avenue,
Kenosha, Wisconsin 53140,**

By And Between

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

And

**MACEMON AND SONS, INC.
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 **MACEMON AND SONS, INC.**, a Wisconsin corporation with its principal place of business located at 5927 Middle Road, Racine, Wisconsin 53403, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, **CONTRACTOR** has submitted to **CITY** a written proposal to raze one (1) building 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,

WHEREAS, the parties understand that this Contract is not a public construction contract under State law.

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. "**CITY ADMINISTRATOR**" shall mean the City of Kenosha City Administrator 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 Conditions, Performance Bond, Certificates of Insurance, Permit to Raze, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, List of Subcontractors and Major Suppliers, Subcontractor Agreements, 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 whose Proposal was accepted by CITY Director of Finance. The term shall include approved subcontractors.

e. **"WORK"** means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish the razing of specified building(s), 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 razing.

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 Forty-Three Thousand Dollars and Zero Cents (\$43,000.00), will perform and complete, or will cause to be performed and completed, all Work defined in this Contract, including asbestos removal and disposal, 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 razing the following buildings:

5507 - 5511 22nd Avenue, Kenosha, Wisconsin 53140

Tax Parcel No. 12-223-31-334-018

Description: A two (2) story commercial block dwelling consisting of approximately 10, 844 square feet. A picture of the building and a map of its location is attached.

Work shall be performed in accordance with "Environmental/Special Reports, Instructions, Specifications and 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 demolition Work no later than fifteen (15) days after the latter of the completion of asbestos abatement or disconnection of the utilities. Demolition work is to be completed within thirty (30) days of the start of the demolition.

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 City Administrator, 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 City Administrator grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should City Administrator 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, City Administrator 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 City Administrator 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 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 City Administrator, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. PERFORMANCE AND PAYMENT BOND/ASSURANCE. **CONTRACTOR** shall prior to approval of the Contract by Common Council obtain a Performance and Payment 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. CITY ADMINISTRATOR 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 City Administrator shall be final and conclusive, until and unless set aside by a Court of law.

CONTRACTOR agrees that should any decision of the City Administrator be challenged in Court, the Court may only set aside a decision of the City Administrator 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. City Administrator shall have authority to suspend Work where he/she 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 City Administrator 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 respecting the building 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 City Administrator 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 City Administrator 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 City Administrator 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 City Administrator 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 in 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 DUMPING OR DISPOSAL SITES.

CONTRACTOR will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this Contract. 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.

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 have all salvage rights by virtue of this contract.

17. WARRANTY. CONTRACTOR will replace any Work which is defective or not in conformity with this Contract at no cost to **CITY** for a period of one (1) year after final acceptance of Work by **CITY**.

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, Razing Permit and permits to temporarily obstruct streets, and a demolition 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, City Administrator 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** will comply with any reasonable request.

CONTRACTOR, at all times Work is being performed, shall assign an employee or agent on the Work site to be the person to whom City Administrator 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 City Administrator, in writing, upon commencement of Work.

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

23. 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.

24. 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 City Administrator 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 City Administrator 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.

25. 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.

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

27. 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, City Administrator may cause any such Work to be performed at **CONTRACTOR'S** cost and expense.

28. FOUNDATIONS AND EXCAVATIONS. **CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, including collapse, damage to abutting public or private property and problems associated with subsurface or surface waters, ice or snow.

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 whenever demolition costs for a building exceed Ten Thousand (\$10,000.00) Dollars. 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 City Administrator. 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 City Administrator, 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. City Administrator 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 liquidated damages of Five Hundred (\$500.00) 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 City Administrator or CITY inspectors or lack thereof, in this regard. CONTRACTOR has an obligation to check warning and safety devices on a daily basis.

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 City Administrator 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 relative to seeking compliance with the Contract made to CONTRACTOR by City Administrator 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 or liquidated damages due to delay in the schedule of time for Work completion, or in taking 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 City Administrator 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 Department of Neighborhood Services and Inspections.

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 City Administrator and CITY is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this Contract voidable by the City Administrator 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 City Administrator 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, prior to performing the Work and during the Contract term, shall carry the insurance policies in the following minimum limits, which shall be written and enforceable in accordance with the laws of the State of Wisconsin:

Liability Insurance with the following limits:

- a. Minimum Commercial General Liability: General Aggregate – Two Million Dollars (\$2,000,000);
Each Occurrence – One Million Dollars (\$1,000,000.00).
- b. Minimum Automobile Liability:
Bodily injury per person: One Million Dollars (\$1,000,000.00);
Bodily injury per accident: Two Million Dollars (\$2,000,000.00);
Property damage – Five Hundred Thousand Dollars (\$500,000.00); OR a
combined single limit of One Million Dollars (\$1,000,000.00).
- c. Worker's Compensation statutory limits.
- d. Minimum Pollution Legal Liability: Two Million Dollars (\$2,000,000.00) each loss where asbestos removal, environmental process, abatement, remediation or dumping/disposal in a Federal or State regulated facility is required.
- e. Minimum Umbrella Liability:
Three Million Dollars (\$3,000,000.00) per person;
Three Million Dollars (\$3,000,000.00) aggregate;
- f. Certificate of Insurance: The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the City which shall also provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder and that City is an additional insured.
- g. City to be named as an additional insured. Contractor shall provide City with a copy of the endorsement.

Said insurance coverage shall be verified by a Certificate of Insurance issued to CITY,

which shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the certificate holder. Further, any subcontractor providing services pursuant to this Contract shall also be required to carry Liability Insurance with the limits set forth hereinabove and shall provide verification to the CITY in the form of a Certificate of Insurance.

39. COOPERATION. CONTRACTOR shall cooperate with representatives of any and all 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, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.

42. NO THIRD PARTY BENEFICIARIES. This Contract is intended to be solely for the benefit of the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.

43. FULL AGREEMENT – MODIFICATION. This Contract shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This Contract can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this Contract.

44. NOTICES. Notices required by or relevant to this Contract shall be furnished by **CONTRACTOR** to **CITY** by personal service or by certified mail with return receipt, sent or delivered to the City Administrator or Director of Finance at the Municipal Building, 625 - 52nd Street, Kenosha, Wisconsin 53140 with a copy to the City Attorney, 625 52nd Street, Kenosha, Wisconsin 53140.

Notices required by or relevant to this Contract shall be furnished by **CITY** to **CONTRACTOR** by personal service or by certified mail with return receipt sent or delivered to:

Mr. Jeff Macemon,
President,
Macemon and Sons, Inc.,
5927 Middle Road,
Racine, Wisconsin 53403.

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. **EXECUTION AUTHORITY.** CITY and CONTRACTOR each certify that they have the authority under their respective organizational structure and governing laws to execute this Contract.

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

Date: _____

instrument as such president as the contract of said corporation, by its authority.

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

Examined and Approved As To Form:

WILLIAM K. RICHARDSON
Assistant City Attorney

Date: _____

CONSULTATION AGREEMENT

By and Between

THE CITY OF KENOSHA,

And

EMERGING COMMUNITIES CORP.,

A State of Wisconsin Corporation

This agreement is made and entered into by and between The City of Kenosha, hereinafter referred to as 'Client,' and Emerging Communities Corp., a Wisconsin Corporation doing business in Wisconsin, hereinafter referred to as 'ECC.'

WITNESSETH:

Now therefore, in consideration of the mutual promises, agreements, understandings and undertakings hereinafter set forth and good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I: DURATION AND SCOPE OF SERVICES TO BE PROVIDED BY ECC

ECC shall provide consulting services to the Client, to begin on August 1, 2011, and to conclude on December 31, 2012. During the term of this agreement, ECC shall have no authority to act on behalf of, or bind Client in any manner. In addition to providing consultation services to Client and Client's employees and representatives, ECC shall confer with any relevant agencies of the State of Wisconsin, and any other relevant parties or entities, as necessary to properly advise the Client. ECC shall provide analysis, consultation, and advice, to assist Client with regard to the Kenosha Chrysler Facility.

ARTICLE II: COMPENSATION

ECC agrees to provide the services described above for the fixed price and flat fee of Forty-Two Thousand Five Hundred (\$42,500.00) dollars, payable as follows. Client shall make 17 equal payments of Two Thousand Five Hundred (\$2,500.00) dollars, payable on the 1st day of each month, to begin on August 1, 2011 and to conclude with the payment due on December 1, 2012.

ECC shall be reimbursed for all expenses associated with services provided. Client shall reimburse ECC for all expenses within one month of receipt of notice of expenses. In order to be reimbursed for any expense that exceeds Two-Hundred Fifty (\$250.00) dollars, ECC must obtain written approval of the expense from the Client in advance.

ARTICLE III: CONFLICT OF INTEREST

ECC shall abstain from taking any action or making any recommendation which may result in a conflict of interest.

It is understood by both parties that during the term of this Agreement, ECC shall provide consulting services to other clients, including but not limited to, other cities towns and municipalities, and private parties. These consulting services to other clients might include a similar or identical scope of consulting services as those contemplated within this Agreement. These consulting services provided to other clients might also involve the identification of available private and governmental financial assistance and programs, as well as private party businesses, identical to those identified by ECC for the benefit of this Client. Client is aware that Client might be required to compete with ECC's other clients in order to obtain any such financial assistance, business, investment or other forms of desired assistance. It shall not be

considered a conflict of interest for ECC to provide such services to other clients or to provide such identical information to this Client and ECC's other clients.

ARTICLE IV: AMENDMENTS

ECC and Client may, from time to time, request modification of the services to be performed hereunder. Such modifications shall be incorporated by written amendments to this agreement, and shall be deemed a part of this agreement as if fully set forth herein, if agreed upon and executed by signature of both parties.

ARTICLE V: ASSIGNMENT AND SUBCONTRACTS

Neither party may assign or subcontract any interest or obligation under this agreement.

VI: GOVERNING LAW

This agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE VII: WAIVER

No failure to exercise, or delay in exercising, any right, power or remedy 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 further exercise thereof or the exercise of any other right, power, or remedy.

ARTICLE VIII: EXECUTION AUTHORITY

Client and ECC each certify that they have the authority under their respective organizational structure and governing laws to execute this agreement.

Dated this ____ day of ____ 2011.

John M. Antaramian
Emerging Communities Corporation

Dated this ____ day of ____ 2011.

CITY OF KENOSHA

This document drafted by:
ATTORNEY MICHAEL M. EASTON
State Bar No. 1038423
EASTON LAW OFFICE
7850 Green Bay Road
Kenosha, WI 53142

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 11

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 06/01/11 through 06/15/11 and have approved the disbursements as follows:

1. Checks numbered from 106081 through 106564 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,709,222.16
SUBTOTAL	3,709,222.16

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,231,660.86
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TOTAL DISBURSEMENTS APPROVED	4,940,883.02
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David Bogdala

Daniel Prozanski Jr.

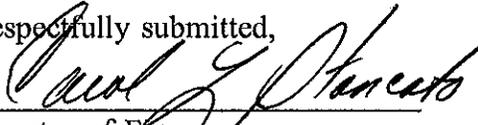
Katherine Marks

Eric Haugaard

Tod Ohnstad

Theodore Ruffalo

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

Respectfully submitted,


Director of Finance

(disbursementsblank.share.fin)

Finance Agenda #8

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #11

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 06/27/11

Prepared By: *MKS*

Reviewed By: *[Signature]*

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106081	6/01	BINDELLI BROTHERS, INC	110-05-55109-711-000	REPLACE BOLLARDS	3,400.00
			110-05-55109-711-000	EXTRA BOLLARD	700.00
			110-09-56501-259-569	5/11 704 75 ST BOARD	180.00
				..... CHECK-TOTAL	4,280.00
106082	6/01	GENERAL COMMUNICATIONS, INC.	110-03-53116-231-000	KENWOOD VHF MOBILE	598.00
			110-03-53116-231-000	3/4 ANTENNA CABLE	50.00
			110-03-53116-231-000	VHF 1/4 WAVE ANTENNA	25.00
				..... CHECK TOTAL	673.00
106083	6/01	GODFREY & KAHN, SC	420-11-50904-219-000	03/11 CHRYSLER	23,100.15
			420-11-50904-219-000	04/11 CHRYSLER	4,878.55
				..... CHECK TOTAL	27,978.70
106084	6/01	HWY C SERVICE	110-03-53103-344-000	TOOLCAT WINDOW REPL.	768.38
106085	6/01	ICMA RETIREMENT TRUST	110-00-21572-000-000	05/16-31/11 CONTRIB	50,366.37
			110-00-21599-000-000	05/16-31/11 CONTRIB	3,170.00
				..... CHECK TOTAL	53,536.37
106086	6/01	INTERSTATE ELECTRIC SUPPLY	110-05-55111-235-000	05/11 PA-ELECTRICAL	195.10
			110-05-55109-248-000	05/11 PA-ELECTRICAL	112.63
			110-03-53109-375-000	05/11 ST-ELECTRICAL	44.00
			110-03-53109-375-000	05/11 ST-ELECTRICAL	25.33
				..... CHECK TOTAL	377.06
106087	6/01	KENOSHA JOINT SERVICES	110-02-52111-251-000	06/11 JOINT SERVICES	255,366.00
			110-02-52111-251-000	06/11 JOINT SERVICES	63,840.75
				..... CHECK TOTAL	319,206.75
106088	6/01	LABOR PAPER, THE	405-11-50707-589-000	04/11 VELODROME	44.12
			401-11-51104-586-000	04/11 SDWLK/CURB	43.56
			401-11-51101-585-000	04/11 RESURF PH II	43.56
			415-11-51104-583-000	04/11 NORTHSIDE LIBR	42.44
			401-11-51101-585-000	04/11 RESURF PH I	42.44
			403-11-51104-589-000	04/11 MACWHYTE BASIN	41.88
			401-11-51104-586-000	04/11 SDWLK/CURB	27.46
			401-11-51104-586-000	04/11 RES 34-11	27.46
			409-11-51001-219-000	04/11 39TH AVE	10.66
				..... CHECK TOTAL	323.58

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106089	6/01	KENOSHA NEWS	520-09-50301-328-000	04/11 TD-BUS SALE	55.55
106090	6/01	SHERWIN WILLIAMS CO.	420-11-51102-583-000	05/11 MB REMODEL	101.95
106091	6/01	VULCAN MATERIALS COMPANY	501-09-50105-354-000	05/11 AGGREGATE MATE	1,598.69
106092	6/01	WILLKOMM INC., JERRY	521-09-50101-341-000	05/11 FUEL	112.88
106093	6/01	WE ENERGIES	758-09-50106-259-850	4/12-5/12 UTILITIES	55.88
			286-06-50207-259-000	#5275686 UTILITIES	45.87
			286-06-50208-259-000	#5275669 UTILITIES	45.54
			286-06-50206-259-000	#5275671 UTILITIES	44.78
			286-06-50209-259-000	#5275672 UTILITIES	43.52
				..... CHECK TOTAL	235.59
106094	6/01	SOUTHPORT VACUUM	110-02-52203-382-000	VACUUM BELT STA #5	23.20
106095	6/01	DON'S AUTO PARTS	520-09-50201-347-000	05/11 TD PARTS & MAT	336.96
			520-09-50201-347-000	05/11 TD PARTS & MAT	336.96
				..... CHECK TOTAL	673.92
106096	6/01	SUCCESSORIES LLC	110-02-52110-311-000	EAGLE CERTIFICATE,	60.43
			110-02-52110-311-000	GOLD FOIL ROUND	25.98
				..... CHECK TOTAL	86.41
106097	6/01	REGISTRATION FEE TRUST	520-09-50301-311-000	REG/PLATE 4027-4036	745.00
106098	6/01	PITNEY BOWES	110-01-51306-282-000	05/11 MACHINE LEASE/	364.00
106099	6/01	TRIANGLE APPLIANCE	286-06-50302-259-000	#5275679 - APPLIANCE	549.90
106100	6/01	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	4/11 CT-COPY OVERS	381.01
106101	6/01	KEN'S TRUCK REPAIR, INC.	110-03-53117-344-000	REPAIR TRAILER #2640	10,567.08
106102	6/01	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-344-000	05/11 PARTS/MATERLS	82.93
106103	6/01	LEE PLUMBING, INC.	110-02-52203-241-000	05/11 FD #5 HVAC, PL	414.00
			110-01-51801-246-000	05/11 MB HVAC, PLUMB	112.50
				..... CHECK TOTAL	526.50

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106104	6/01	QUARLES & BRADY	452-11-50101-219-000	T1D 12 AMENDMENT	6,786.00
106105	6/01	RUEKERT & MIELKE, INC.	501-09-50102-219-000	OUTFALL SCREENING	238.50
106106	6/01	US CELLULAR	206-02-52205-227-000	05/11 FD=CHRG/HOLSTR	415.95
			206-02-52205-226-000	05/11 FD-CELL SERVC	137.55
			206-02-52205-226-000	05/11 FD-CELL AIRTM	48.70
				..... CHECK TOTAL	602.20
106107	6/01	MILWAUKEE BUILDERS SUPPLY	286-06-50302-259-000	#5275129 MATERIALS	401.12
106108	6/01	UNDERGROUND POWER CORP	420-11-50804-219-000	WASTE DISPOSAL	1,650.00
106109	6/01	BARNES DISTRIBUTION	520-09-50201-317-000	05/11 SHOP SUPPLIES	224.34
106110	6/01	CRIVELLO-CARLSON	110-09-56402-219-000	BEAR DEVELOPMENT	23,105.59
106111	6/01	REMY BATTERY CO., INC.	630-09-50101-393-000	05/11 CE BATTERIES	893.71
106112	6/01	CHRISTIANSEN HEATING & SHEET	286-06-50302-259-000	#5275132 - HVAC	2,997.40
106113	6/01	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	05/11 #292 PARTS/LB	215.98
			630-09-50101-393-000	05/11 #2271 PARTS/LA	165.15
			630-09-50101-393-000	05/11 #2886 PARTS/LA	15.99
				..... CHECK TOTAL	397.12
106114	6/01	WISCONSIN BUILDING SUPPLY	286-06-50302-259-000	#5275673 - MATERIALS	4,486.23
106115	6/01	ZEP MANUFACTURING CO.	632-09-50101-389-000	CLEANING SOLVENT	871.15
			632-09-50101-389-000	FILTER CARTRIDGES	37.95
				..... CHECK TOTAL	909.10
106116	6/01	HINDS, LARRY	420-11-51102-583-000	INSTALL JACKS	853.98
106117	6/01	MIDWEST ENGINEERING SERVICES	409-11-51001-219-000	03/11 GEOTECHNICAL S	3,100.00
106118	6/01	REMINGTON ARMS CO., INC	110-02-52107-264-000	6/09-10 870 ARM.	1,350.00
106119	6/01	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	PM PROGRAM	292.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT			
106120	6/01	FASTENAL COMPANY	110-05-55109-344-000	05/11 PA-TOOLS/MATRL	139.01			
			110-03-53109-375-000	05/11 ST-TOOLS/MATRL	119.07			
			110-05-55109-246-000	05/11 PA-TOOLS/MATRL	80.63			
			110-05-55109-249-000	05/11 PA-TOOLS/MATRL	40.86			
			110-05-55109-344-000	05/11 PA-TOOLS/MATRL	23.55			
			110-03-53109-375-000	05/11 ST-TOOLS/MATRL	22.43			
				..... CHECK TOTAL	425.55		
106121	6/01	CDW-G	521-09-50101-231-000	05/11 AR-ROUTER	84.79			
			110-01-51102-539-000	05/11 DP-SPEAKERS	25.32			
				..... CHECK TOTAL	110.11		
106122	6/01	O'CONNOR, DUMEZ,	110-09-56402-219-000	GUERRERO 12/01/10	638.00			
			110-09-56402-219-000	GAAL 10/21/07	594.00			
			110-09-56402-219-000	BADURA 01/07/08	302.00			
			110-09-56402-219-000	ZELADA 06/05/09	33.00			
			110-09-56402-219-000	MILLER 10/25/03	22.00			
			110-09-56402-219-000	LEHMAN 03/08/09	11.00			
				..... CHECK TOTAL	1,600.00		
106123	6/01	MENARDS (KENOSHA)	420-11-51102-583-000	05/11 MB REMODEL	294.74			
			110-02-52203-353-000	05/11 FD #7 MERCHAND	125.98			
			110-03-53103-353-000	05/11 ST MERCHANDISE	119.97			
			501-09-50105-353-000	05/11 SW MERCHANDISE	91.54			
			110-05-55109-361-000	05/11 PA MERCHANDISE	68.46			
			110-02-52206-344-000	05/11 FD #4 MERCHAND	59.27			
			110-02-52203-382-000	05/11 FD #3 MERCHAND	49.38			
			286-06-50302-259-000	#5275680 - MATERIALS	42.91			
			521-09-50101-344-000	05/11 AR MERCHANDISE	24.96			
			110-05-55109-249-000	05/11 PA MERCHANDISE	15.81			
			110-03-53103-389-000	05/11 ST MERCHANDISE	5.16			
				..... CHECK TOTAL	898.18		
			106124	6/01	PAYNE & DOLAN	409-11-51004-589-000	EST 10-CHANGE ORD#1	25,000.00
			106125	6/01	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	THOMSEN V. CITY	6,330.24
106126	6/01	KENOSHA COUNTY JOB CTR	110-09-56501-259-567	CH 26 ORD CLEAN-UPS	3,089.60			
106127	6/01	TIME WARNER CABLE	110-01-51102-233-000	5/17-6/16 CITY HALL	239.95			
			110-01-51102-233-000	5/19-6/18 STORES GAR	139.95			
				..... CHECK TOTAL	379.90		

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106128	6/01	ENVIRONMENTAL SYSTEMS	110-01-51701-233-000	PRIMARY MAINTENANCE	400.00
			110-01-51701-233-000	SECONDARY MAINT.	300.00
				..... CHECK TOTAL	700.00
106129	6/01	MIDWEST GRAPHICS SERVICES	415-11-51104-583-000	04/11 NORTHSIDE LIBR	336.00
			401-11-51101-585-000	04/11 RESURF PH I	165.00
			403-11-51104-589-000	04/11 MACWHYTE BASIN	70.00
				..... CHECK TOTAL	571.00
106130	6/01	IAFF/NATIONWIDE	110-00-21574-000-000	05/16-31/11 CONTRIB	20,005.66
106131	6/01	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	05/16-31/11 CONTRIB	9,862.23
106132	6/01	ROSSOW INVESTMENTS	501-00-13114-000-000	SWU 29704 OVERPAY	23.47
			501-00-13114-000-000	SWU 29705 OVERPAY	5.83
				..... CHECK TOTAL	29.30
106133	6/01	SANTIAGO, RAYMOND	110-09-56404-719-000	PROP DAMAGE 2/04/11	265.00
106134	6/01	STANCZAK, STEPHEN M.	110-01-51303-263-000	HOPKINS HRG 3/16/11	12.32
106135	6/01	MILLSAPS, NINA M.	110-01-51303-263-000	25 YEAR AWARDS	83.57
106136	6/01	BAUMANN, RICHARD H.	110-02-52601-261-000	REISSUE CK 94700	321.50
106137	6/03	BOBCAT PLUS INC	501-09-50106-344-000	CHIPPER KNIVES	128.16
106138	6/03	RNOW, INC.	630-09-50101-393-000	5/11-SE PARTS/MATERI	117.88
			630-09-50101-393-000	5/11-SE PARTS/MATERI	77.49
			630-09-50101-393-000	5/11-SE PARTS/MATERI	58.00
				..... CHECK TOTAL	253.37
106139	6/03	CHESTER ELECTRONICS SUPPLY	110-02-52103-384-000	05/11 PD PARTS & MAT	45.50
106140	6/03	CLERK OF CIRCUIT COURT	110-00-21109-000-000	T MYERS #10119457	576.30
106141	6/03	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	5/11-ST ELECTRICAL M	21.22
106142	6/03	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	4/11-TD MISC. ITEMS	375.00

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106143	6/03	HWY C SERVICE	630-09-50101-393-000	RADIATOR	988.50
			630-09-50101-393-000	PARTS 1	430.42
			110-05-55109-344-000	5/11-PA SERVICE/PART	204.75
			110-05-55109-344-000	5/11-PA SERVICE/PART	191.04
			110-03-53103-389-000	5/11-ST SERVICE/PART	109.92
			630-09-50101-393-000	5/11-SE#2447 PARTS/S	70.25
			630-09-50101-393-000	5/11-CREDIT	147.05CR
			..... CHECK TOTAL	1,847.83	
106144	6/03	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	5/11-ST ELECTRICAL S	34.49
			110-03-53109-375-000	5/11-ST ELECTRICAL S	22.00
				..... CHECK TOTAL	56.49
106145	6/03	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	06/03/11 CITY HRLY	14,831.75
			110-00-21562-000-000	06/03/11 WATER HRLY	4,199.85
			110-00-21562-000-000	06/03/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,236.60
106146	6/03	LABOR PAPER, THE	110-02-52601-321-000	04/11 DH WEEDS	118.00
			110-01-50101-321-000	05/11 CD ZONE ORDS	32.36
			110-01-50101-321-000	04/11 PUBLISHER NOTE	24.94
			110-01-50101-321-000	04/11 BRD OF REVIEW	24.10
			110-01-50101-321-000	04/11 PUBLISHERS NTC	12.34
				..... CHECK TOTAL	211.74
106147	6/03	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/6/11 A HANCOCK	21.45
106148	6/03	KENOSHA NEWS	110-00-21104-000-000	05/11 LA QUEMADA	43.75
			110-00-21104-000-000	05/11 BRAGADOS LIC	43.75
			110-00-21104-000-000	05/11 COBE LICENSE	40.83
			110-00-21104-000-000	05/11 BP EXPRESS AD	40.83
				..... CHECK TOTAL	169.16
106149	6/03	SHERWIN WILLIAMS CO.	110-03-53110-371-000	05/11 ST PAINT/SUPPL	60.95
106150	6/03	FIRST SUPPLY CO.	420-11-51102-583-000	05/11 MB REMODEL	298.49
			521-09-50101-246-000	05/11 AR SUPPLIES AN	38.46
			110-02-52203-382-000	05/11 FD #7 SUPPLIES	12.60
				..... CHECK TOTAL	349.55

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106151	6/03	LORENZ TOPSOIL	110-05-55109-353-000	05/11 PULVERIZED TOP	55.00
			110-05-55109-353-000	05/11 PULVERIZED TOP	33.00
			110-05-55109-353-000	05/11 PULVERIZED TOP	33.00
				..... CHECK TOTAL	121.00
106152	6/03	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	05/11 TRAFFIC SIGNS	327.52
106153	6/03	WE ENERGIES	633-09-50101-221-000	#22 04/26-05/25	2,499.53
			110-03-53109-221-000	#22 04/24-05/23	1,438.24
			110-02-52203-221-000	#22 04/25-05/24	1,297.71
			110-03-53109-221-000	#22 04/20-05/22	1,183.08
			110-05-55111-221-000	#22 04/19-05/19	1,147.98
			632-09-50101-393-000	#22 04/27-05/25	958.68
			110-03-53103-221-000	#22 04/27-05/25	957.38
			110-03-53109-221-000	#22 04/25-05/24	847.67
			110-03-53116-221-000	#22 04/19-05/19	813.33
			110-03-53109-221-000	#22 04/18-05/28	616.30
			110-03-53109-221-000	#22 04/20-05/20	609.89
			110-03-53109-221-000	#22 04/19-05/19	589.78
			110-05-55109-221-000	#22 04/18-05/18	481.55
			110-05-55109-221-000	#22 04/19-05/19	425.34
			522-05-50102-221-000	#22 04/18-05/18	423.73
			110-03-53109-221-000	#22 04/25-05/25	366.38
			110-05-55109-221-000	#22 04/24-05/24	333.65
			110-03-53109-221-000	#22 04/25-05/23	208.56
			110-05-55109-222-000	#22 04/26-05/25	176.72
			110-03-53109-221-000	#22 04/26-05/25	159.42
			110-05-55106-222-000	#22 04/25-05/20	147.80
			110-05-55111-222-000	#22 04/19-05/19	145.29
			110-05-55109-221-000	#22 04/17-05/18	140.68
			110-03-53103-221-000	#22 04/25-05/24	121.75
			110-03-53109-221-000	#22 04/20-05/22	73.19
			110-03-53117-221-000	#22 04/19-05/19	56.06
			519-09-50103-221-000	#22 04/25-05/24	46.96
			110-05-55109-221-000	#22 04/20-05/22	43.47
			110-05-55109-222-000	#22 04/18-05/18	33.93
			110-05-55109-222-000	#22 04/25-05/24	19.89
			522-05-50102-222-000	#22 04/17-05/18	8.99
			 CHECK TOTAL	16,372.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106154	6/03	UNITED STATES TREASURY	110-00-21581-000-000	06/03/11 G GRANADO	100.00
106155	6/03	REINDERS INC.	110-05-55109-344-000	BLADES	1,682.14
			524-05-50101-344-000	MOWER REPAIR	795.81
			110-05-55109-344-000	5/11-PA-PARTS/SERVIC	428.00
				..... CHECK TOTAL	2,905.95
106156	6/03	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	05/11 SE REPAIR FUEL	842.50
106157	6/03	DON'S AUTO PARTS	520-09-50201-347-000	02/11 TD PARTS & MAT	336.96
106158	6/03	A & R DOOR SERVICE	110-02-52203-246-000	04/11 FD #6 DOOR REP	355.25
			110-02-52203-246-000	05/11 FD #2 DOOR REP	231.36
				..... CHECK TOTAL	586.61
106159	6/03	LARK UNIFORM, INC.	110-02-52103-367-000	05/11 #538 UNIFORM I	377.70
106160	6/03	BATTERIES PLUS LLC	110-02-52103-385-000	05/11 PD BATTERIES &	68.38
106161	6/03	NATIONAL SPRING, INC.	110-02-52203-344-000	5/11-FD SPRINGS/PART	1,025.77
106162	6/03	CHASE BANK KENOSHA	110-00-21513-000-000	06/03/11 HRLY DEDCT	25,428.12
			110-00-21612-000-000	06/03/11 HRLY DEDCT	12,402.27
			110-00-21511-000-000	06/03/11 HRLY DEDCT	8,401.43
			110-00-21614-000-000	06/03/11 HRLY DEDCT	3,179.39
			110-00-21514-000-000	06/03/11 HRLY DEDCT	3,179.18
				..... CHECK TOTAL	52,590.39
106163	6/03	WEIGHT WATCHERS/NO AMERICA	110-00-21531-000-000	4/27-7/20 SESSIONS	936.00
106164	6/03	OFFICEMAX	110-02-52103-311-000	05/11 PD #1812 OFFC	151.14
			110-02-52103-311-000	05/11 PD #1817 OFFC	127.76
			110-01-51301-362-000	HEAVY-DUTY SHREDDER	109.31
			524-05-50101-311-000	05/11 PA #1809 OFFC	105.88
			110-01-51301-311-000	05/11 AD #1814 OFFC	88.77
			110-02-52201-311-000	05/11 FD #1813 OFFC	28.80
			110-01-51301-311-000	05/11 AD #1815 OFFC	11.22
			 CHECK TOTAL	622.88
106165	6/03	RC ELECTRONICS	520-00-18751-000-000	SECURITY CAMERA	14,895.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106166	6/03	LINCOLN CONTRACTORS SUPPLY	501-09-50105-367-000	04/11 SW TOOLS AND S	191.92
			110-03-53109-361-000	05/11 ST TOOLS AND S	86.85
				..... CHECK TOTAL	278.77
106167	6/03	HOLLAND SUPPLY, INC.	630-09-50101-393-000	5/11-CE HYDRAULIC FI	161.91
			110-03-53103-344-000	5/11-ST HYDRAULIC FI	136.26
			110-05-55109-344-000	5/11-PA HYDRAULIC FI	24.51
				..... CHECK TOTAL	322.68
106168	6/03	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	06/03/11 B GARRETT	121.76
106169	6/03	PETCO ANIMAL SUPPLIES	213-09-50101-381-000	4/11-PD PET FOOD/SUP	43.97
106170	6/03	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	04/11 FD PARTS/MATER	83.51
			110-02-52203-344-000	05/11 FD PARTS/MATER	23.61
				..... CHECK TOTAL	107.12
106171	6/03	PMSI SETTLEMENT SOLUTIONS	110-09-56405-161-000	2/23/05 J PACE	2,650.00
106172	6/03	LIBERTY BUILDERS, LLC	286-06-50211-259-000	#5278787 - DRAW #5	13,499.50
106173	6/03	BASSO BUILDERS, INC.	286-06-50203-259-000	#5278688 - CO #2	44,758.06
106174	6/03	HOERNEL LOCK & KEY, INC.	524-05-50101-246-000	5/11-PA LOCKS & KEYS	50.10
106175	6/03	GFI GENFARE	520-09-50201-347-000	5/11-TD PARTS	689.04
			520-09-50201-347-000	5/11-TD PARTS	101.34
				..... CHECK TOTAL	790.38
106176	6/03	UNISOURCE WORLDWIDE	630-09-50101-393-000	05/11 CE PAPER PRODU	5,405.08
106177	6/03	HUMANA CLAIMS	611-09-50101-155-527	05/31/11 MED CLAIMS	300,666.57
			611-09-50101-155-527	06/01/11 MED CLAIMS	140,198.68
			611-09-50101-155-527	05/27/11 MED CLAIMS	28,148.75
			611-09-50101-155-527	05/31/11 PHARMACY	20,433.09
			611-09-50101-155-527	06/02/11 MED CLAIMS	17,139.07
			611-09-50101-155-527	05/27/11 PHARMACY	5,026.98
			611-09-50101-155-527	06/02/11 PHARMACY	3,061.98
			611-09-50101-155-527	06/01/11 PHARMACY	2,034.69
			 CHECK TOTAL	516,709.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106178	6/03	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	05/11 JANITORIAL SER	3,430.00
			110-01-51801-243-000	05/11 JANITORIAL SER	125.00
				..... CHECK TOTAL	3,555.00
106179	6/03	US CELLULAR	110-05-55109-226-000	05/11 PA-CELL AIRTM	39.78
			110-05-55101-226-000	05/11 PA-CELL AIRTM	23.50
			110-05-55111-226-000	05/11 PA-CELL AIRTM	7.04
			110-05-55109-226-000	05/11 PA-CELL SERVC	6.00
			110-05-55111-226-000	05/11 PA-CELL SERVC	3.00
			110-05-55101-226-000	05/11 PA-CELL SERVC	3.00
				..... CHECK TOTAL	82.32
106180	6/03	CHINAAMERICA EDUCATION, INC	611-09-50101-155-504	REISSUE CK 99707	300.00
			611-09-50101-155-504	REISSUE CK 100841	100.00
				..... CHECK TOTAL	400.00
106181	6/03	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	06/03/11 L SAYLOR	10.16
106182	6/03	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	6/03/11 CHRISTERSON	133.78
106183	6/03	INSTY-PRINTS	110-02-52201-311-000	05/11 FD-MAPS LAMNT	534.06
106184	6/03	T & A INDUSTRIAL, LTD.	110-03-53103-344-000	05/11 MISC SUPPLIES/	302.16
			110-03-53113-389-000	05/11 MISC SUPPLIES/	140.00
				..... CHECK TOTAL	442.16
106185	6/03	WIS PARK & RECREATION ASSN.	110-05-55101-264-000	M DURKEE 11/01-04	300.00
106186	6/03	MADRIGRANO, AIELLO AND	110-01-50101-219-000	PER ORDINANCE 30.11	1,001.25
106187	6/03	FASTENAL COMPANY	110-05-55109-389-000	05/11 PA TOOLS OR MA	141.74
			110-05-55109-389-000	05/11 PA TOOLS OR MA	85.90
			110-05-55109-389-000	05/11 PA TOOLS OR MA	23.06
				..... CHECK TOTAL	250.70
106188	6/03	LAKESIDE CLEANERS	110-02-52203-259-000	4/11-FD LAUNDRY SERV	1,320.80
106189	6/03	MENARDS (KENOSHA)	110-05-55109-357-000	5/11-PA MERCHANDISE	115.71
			110-05-55102-249-000	5/11-PA MERCHANDISE	113.78
			110-05-55109-353-000	5/11-PA MERCHANDISE	52.49
			110-03-53110-389-000	5/11-ST MERCHANDISE	35.86
			110-02-52203-382-000	5/11-FD#4 MERCHANDIS	10.98
			110-05-55109-249-000	5/11-PA MERCHANDISE	5.11
			420-11-51102-583-000	5/11-MB REMODEL MERC	3.28
			110-02-52203-357-000	5/11-FD#4 MERCHANDIS	3.18
			 CHECK TOTAL	340.39

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106190	6/03	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	05/11 FD #7 EXTINGUI	78.00
106191	6/03	WIS SCTF	110-00-21581-000-000	06/03/11 HRLY DEDCT	1,226.84
106192	6/03	PREVOST CAR (US) INC	520-09-50201-347-000	5/11-TD BUS PARTS	158.23
106193	6/03	HALLMAN LINDSAY	110-05-55109-244-000	5/11-PA PAINT/PRODUC	293.86
			110-05-55102-244-000	5/11-PA PAINT/PRODUC	271.60
			110-05-55102-244-000	5/11-PA PAINT/PRODUC	271.60
			110-05-55109-244-000	5/11-PA PAINT/PRODUC	230.89
			110-05-55109-244-000	5/11-PA PAINT/PRODUC	22.99
				..... CHECK TOTAL	1,090.94
106194	6/03	MYERS TIRE SUPPLY COMPANY	632-09-50101-235-000	RECALIBRATE WRENCH	154.99
106195	6/03	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	06/03/11 J PETRILLO	129.80
106196	6/03	ROCKFORD IND. WELDING	632-09-50101-389-000	05/11 SUPPLIES/MATER	40.77
106197	6/03	GESTRA ENGINEERING INC	409-11-51003-589-000	5/11-QUALITY ASSURAN	1,175.00
106198	6/03	PROCESSWORKS INC.	110-00-21578-000-000	05/31/11 CHECK REG	3,775.23
106199	6/03	AIRGAS NORTH CENTRAL	520-09-50201-317-000	05/11 TD INDUSTRIAL	24.54
106200	6/03	RED THE UNIFORM TAILOR	110-02-52103-367-000	5/11 POLICE UNIFORMS	239.90
			110-02-52206-367-000	05/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	05/11 FD-UNIFORMS	217.50
			110-02-52206-367-000	05/11 FD-UNIFORMS	145.00
			110-02-52103-367-000	5/11 POLICE UNIFORMS	92.00
			110-02-52103-367-000	5/11 POLICE UNIFORMS	44.95
			110-02-52103-367-000	3/11 POLICE UNIFORMS	32.85
			110-02-52206-367-000	5/11 FD-UNIFORMS	29.95
			110-02-52103-367-000	5/11 POLICE UNIFORMS	29.90
			110-02-52103-367-000	5/11 POLICE UNIFORMS	10.00
				..... CHECK TOTAL	1,059.55
106201	6/03	IOD INCORPORATED	110-09-56405-161-000	6/18/10 D PALMER	72.35
106202	6/03	AURORA HEALTH CARE	110-09-56405-161-000	3/21/11 T LEWIS	4,446.47
			110-09-56405-161-000	3/25/11 A STICH	503.24
			110-09-56405-161-000	3/21/11 T LEWIS	304.48
			110-09-56405-161-000	3/21/11 T LEWIS	274.78
			110-09-56405-161-000	050311 K BROWN	198.88
			 CHECK TOTAL	5,727.85

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106203	6/03	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	3/21/11 T LEWIS	13.86
106204	6/03	NOVASIC, CHAD PT, LTD	110-09-56405-161-000	12/4/10 J PETERSON	179.90
106205	6/03	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	12/4/10 J PETERSON	525.05
106206	6/03	HEALTH SYSTEMS INTERNATIONAL	110-09-56405-161-000	3/15/10 B MILLER	1,770.23
106207	6/03	TRES HIJOS, LLC	110-00-21106-000-000	2010 TAX-2722 25 AVE	894.80
106208	6/03	FISCHER, SUSAN	110-00-46394-000-000	APPLIANCE STICKER	15.00
106209	6/03	GARCIA, MARTHA A	110-00-21905-000-000	ORIBILETTI 5/21/11	100.00
106210	6/03	SETTLEMENT SERVICES	110-00-21106-000-000	2010 TAX-THETFORD	2.26
106211	6/03	SIGLER, LISA	110-00-21106-000-000	RE TAX OVERPAY	270.00
106212	6/03	PRINTEN, JANICE	110-00-21106-000-000	2010 TAX-205 54 ST	116.98
106213	6/03	PAT KELLER DANCE STUDIOS	611-09-50101-155-504	6/7/11 DANCE DEMO	75.00
106214	6/03	CAPELLI, CARA J	110-00-21904-000-000	CASH BOND #N1244043	240.00
106215	6/03	CARLSON, JESSICA	110-00-21905-000-000	BEACH HOUSE-5/21/11	100.00
106216	6/03	SETTERSTEN, JEREMIAH	110-00-47122-000-000	BEACH HOUSE-10/1/11	310.00
			110-00-21905-000-000	BEACH HOUSE-10/1/11	300.00
				..... CHECK TOTAL	610.00
106217	6/03	WOJNICZ, JODI	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
106218	6/03	GELICHE, TONY	758-09-50101-259-000	5/26 WI DELLS	177.08
106219	6/03	PETERSON, JULIE	110-09-56405-166-000	PENALTY 5/22-6/4/11	244.50
106220	6/03	HOFF, DIANE	110-01-51303-144-000	SPRING 2011 TUITION	474.63
106221	6/03	LONDO, DARREN D	110-02-52107-263-000	4/4-8/11 RACINE	40.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106222	6/08	WE ENERGIES	110-03-53109-221-000	5/11 STREETLIGHTING	60,609.93
			110-05-55109-221-000	5/11 STREETLIGHTING	580.21
				..... CHECK TOTAL	61,190.14
106223	6/08	RNOW, INC.	110-03-53116-344-000	PARTS/REPAIR #2677	3,746.32
			630-09-50101-393-000	05/11 PARTS/MATERIAL	358.02
			630-09-50101-393-000	05/11 PARTS/MATERIAL	110.86
			630-09-50101-393-000	05/11 RETURN PARTS/M	98.30CR
				..... CHECK TOTAL	4,116.90
106224	6/08	CLERK OF CIRCUIT COURT	110-01-50301-219-000	16 SMALL CLAIMS	1,512.00
			110-01-52001-219-000	27 JUDGEMENT DOCKETS	270.00
				..... CHECK TOTAL	1,782.00
106225	6/08	VIKING ELECTRIC SUPPLY	420-11-51102-583-000	5/11-MB REMODEL ELEC	61.76
106226	6/08	DELANY, PAMELA, RPR	110-01-50301-219-000	#10CV1552 VARIN	15.00
106227	6/08	MACHINE SERVICES, INC.	520-09-50201-344-000	REBUILD DIFFERENTIAL	600.00
106228	6/08	COMSYS, INCORPORATED	110-01-51102-215-000	6/08-7/7/11 SERVICE	37,312.25
			501-09-50101-215-000	6/08-7/7/11 SERVICE	9,329.31
				..... CHECK TOTAL	46,641.56
106229	6/08	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	5/11-ST ELECTRICAL S	33.00
			110-03-53109-375-000	5/11-ST ELECTRICAL S	14.97
			110-03-53109-375-000	5/11-ST ELECTRICAL S	13.91
				..... CHECK TOTAL	61.88
106230	6/08	CARDINAL HEALTH	206-02-52205-318-000	05/11 FD MEDICAL SUP	280.27
			206-02-52205-318-000	05/11 FD MEDICAL SUP	229.72
			206-02-52205-318-000	05/11 FD MEDICAL SUP	221.03
			206-02-52205-318-000	05/11 FD MEDICAL SUP	209.73
			206-02-52205-318-000	05/11 FD MEDICAL SUP	104.30
			206-02-52205-318-000	05/11 FD MEDICAL SUP	59.82
			206-02-52205-318-000	05/11 FD MEDICAL SUP	42.70
			 CHECK TOTAL	1,147.57
106231	6/08	KRANZ, INC.	630-09-50101-393-000	5/11-SE PRODUCTS	1,170.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106232	6/08	LABOR PAPER, THE	405-11-51004-583-000	05/11 PARK FLD OFC	39.64
			405-11-50707-589-000	05/11 WASH RESTRM	19.48
				..... CHECK TOTAL	59.12
106233	6/08	SHERWIN WILLIAMS CO.	110-03-53110-371-000	5/11-ST PAINT/SUPPLI	60.95
106234	6/08	FIRST SUPPLY CO.	110-01-51801-249-000	SWING CHECK VALVE	2,116.00
106235	6/08	SHOPKO DEPT. STORE	520-09-50101-389-000	05/11 TD MERCHANDISE	59.97
106236	6/08	LORENZ TOPSOIL	501-09-50105-353-000	5/11-TOPSOIL	55.00
106237	6/08	WILLKOMM INC., JERRY	630-09-50101-392-000	5/11-SE DIESEL FUEL	24,630.84
106238	6/08	STATE OF WISCONSIN	110-00-21901-999-000	04/11 COURT COSTS	19,451.45
			110-00-21911-999-000	04/11 COURT COSTS	13,408.90
			110-00-45104-999-000	04/11 COURT COSTS	9,826.41
				..... CHECK TOTAL	42,686.76
106239	6/08	REINDERS INC.	110-05-55109-344-000	05/11 PA PARTS AND S	152.26
			110-05-55109-344-000	04/11 PA #2280 PARTS	133.05
			110-05-55109-344-000	05/11 PA PARTS AND S	59.83
			110-05-55109-344-000	05/11 PA PARTS AND S	46.35
			110-05-55109-344-000	05/11 PA PARTS AND S	42.88
				..... CHECK TOTAL	434.37
106240	6/08	STREICHER'S POLICE EQUIPMENT	110-02-52103-367-000	CAPTAIN BARS	11.98
106241	6/08	BROOKS TRACTOR, INC.	630-09-50101-393-000	PARTS FLEET #2592	2,447.18
106242	6/08	FABCO EQUIPMENT, INC.	630-09-50101-393-000	PARTS FLEET 2922	4,103.28
106243	6/08	KENOSHA WATER UTILITY	110-00-21913-000-000	05/11 TEMP PERMITS	39,069.20
			110-00-21914-000-000	05/11 BILL COLLECT	3,596.49
			110-00-21915-000-000	05/11 SPECIAL ASSESS	2,952.04
				..... CHECK TOTAL	45,617.73
106244	6/08	KENOSHA YMCA	501-09-50101-264-000	BOOTH-FOLKS/SPOKES	300.00
106245	6/08	LARK UNIFORM, INC.	110-02-52103-367-000	05/11 #499 UNIFORM I	204.85
			110-02-52103-367-000	05/11 #499 UNIFORM I	68.95
			 CHECK TOTAL	273.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106246	6/08	BATTERIES PLUS LLC	630-09-50101-393-000	05/11 SE #2235 BATTE	185.00
106247	6/08	TDS METROCOM	110-01-51801-227-000	4/18-5/31/11 MAIN	5,174.03
			110-00-14401-000-000	4/18-5/31/11 MAIN	439.68
			520-09-50301-227-000	4/18-5/31/11 MAIN	356.34
			110-05-55109-227-000	4/18-5/31/11 MAIN	318.64
			110-03-53103-227-000	4/18-5/31/11 MAIN	230.70
			501-09-50101-227-000	4/18-5/31/11 MAIN	183.75
			632-09-50101-227-000	4/18-5/31/11 MAIN	147.02
			110-02-52203-227-000	4/18-5/31/11 MAIN	142.74
			520-09-50401-227-000	4/18-5/31/11 MAIN	127.30
			110-02-52108-225-000	4/18-5/31/11 MAIN	117.84
			110-00-15202-000-000	4/18-5/31/11 MAIN	100.03
			521-09-50101-227-000	4/18-5/31/11 MAIN	85.23
			524-05-50101-227-000	4/18-5/31/11 MAIN	80.40
			110-02-52110-227-000	4/18-5/31/11 MAIN	78.08
			110-03-53116-227-000	4/18-5/31/11 MAIN	76.41
			206-02-52205-227-000	4/18-5/31/11 MAIN	49.80
			110-01-51801-225-000	4/18-5/31/11 MAIN	47.70
			110-05-55111-227-000	4/18-5/31/11 MAIN	23.75
			110-03-53103-225-000	4/18-5/31/11 MAIN	6.04
			520-09-50301-225-000	4/18-5/31/11 MAIN	2.07
			110-02-52108-225-000	4/18-5/31/11 MAIN	1.66
			524-05-50101-225-000	4/18-5/31/11 MAIN	1.08
			110-02-52110-225-000	4/18-5/31/11 MAIN	.86
			110-05-55109-225-000	4/18-5/31/11 MAIN	.71
			110-03-53116-225-000	4/18-5/31/11 MAIN	.65
			501-09-50101-225-000	4/18-5/31/11 MAIN	.50
			632-09-50101-225-000	4/18-5/31/11 MAIN	.43
			521-09-50101-225-000	4/18-5/31/11 MAIN	.29
			206-02-52205-227-000	4/18-5/31/11 MAIN	.07
				..... CHECK TOTAL	7,793.80
106248	6/08	OFFICEMAX	110-01-51101-311-000	05/11 FN #1819 OFFC	289.02
			110-05-55109-311-000	05/11 PA #1818 OFFC	165.90
			110-01-51102-311-000	05/11 DP #1820 OFFC	29.92
			 CHECK TOTAL	484.84
106249	6/08	PAT'S SERVICES, INC.	110-02-52206-259-000	BURN AT 124 66TH ST	90.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106250	6/08	LALONDE CONTRACTORS INC	409-11-51111-589-000	EST 1-39TH AVE RECON	82,179.11
106251	6/08	INDUSTRIAL MARKETING	630-09-50101-393-000	TEMP SENDER	62.59
106252	6/08	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000 501-09-50105-361-000	5/11-SW TOOLS/SUPPLI 5/11-SW TOOLS/SUPPLI CHECK TOTAL	165.38 45.99 211.37
106253	6/08	HOLLAND SUPPLY, INC.	110-05-55109-235-000 630-09-50101-393-000 110-05-55109-344-000 110-03-53103-344-000 630-09-50101-393-000	5/11-PA HYDRAULIC FI 5/11-CE HYDRAULIC FI 5/11-PA HYDRAULIC FI 5/11-ST HYDRAULIC FI 5/11-CE HYDRAULIC FI CHECK TOTAL	270.04 94.07 75.76 59.54 42.28 541.69
106254	6/08	L & M MEATS	524-05-50101-397-000	05/11 VARIOUS MEAT P	36.90
106255	6/08	RESOLUTE SYSTEMS, LLC	110-09-56402-219-000	GAAL DOL 10/21/07	210.00
106256	6/08	WIS DEPT OF ADMINSTRATION	110-02-52103-311-000	CITATIONS	650.00
106257	6/08	KENOSHA PUBLIC MUSEUM	110-00-49102-999-000	VANDALISM 9/13/10	200.00
106258	6/08	ALLIED MUNICIPAL SUPPLY	110-03-53110-372-000 110-03-53110-372-000	SIGN POSTS NYLON WASHERS CHECK TOTAL	697.88 55.00 752.88
106259	6/08	KEN'S TRUCK REPAIR, INC.	110-03-53117-344-000	REPAIRS TO TRAILER	4,115.00
106260	6/08	LEE PLUMBING, INC.	110-02-52203-241-000	4/11-FD#6 HVAC	418.10
106261	6/08	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	06/06/11 MED CLAIMS 06/06/11 PHARMACY 06/07/11 MED CLAIMS 06/03/11 PHARMACY 06/03/11 MED CLAIMS 06/07/11 PHARMACY CHECK TOTAL	150,624.71 23,740.67 16,397.86 8,489.86 1,353.54 961.05 201,567.69
106262	6/08	TOWN & COUNTRY GLASS	110-01-51801-246-000	05/11 RM 202 GLASS R	120.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106263	6/08	FRONTIER	110-02-52203-225-000	5/22-6/21/11 FIRE	46.51
106264	6/08	TUNDRA LODGE RESORT	632-09-50101-263-000	9/27 APWA LENCI	70.00
106265	6/08	US CELLULAR	110-02-52102-226-000	05/11 PD-CELL AIRTM	133.49
			110-02-52102-226-000	05/11 PD-CELL SERVC	132.00
			110-02-52103-226-000	05/11 PD-CELL AIRTM	33.56
			110-02-52103-226-000	05/11 PD-CELL SERVC	27.00
			110-02-52101-226-000	05/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	05/11 PD-CELL AIRTM	1.65
				..... CHECK TOTAL	330.70
106266	6/08	WASTE MANAGEMENT OF WI	110-03-53117-253-416	05/11 1014.69 TONS	22,323.18
			110-03-53117-253-416	05/11 WDNR TONNAGE	13,190.97
			501-09-50104-253-000	05/11 447.48 TONS	9,844.56
			501-09-50104-253-000	05/11 WDNR TONNAGE	5,817.24
			110-03-53117-253-417	05/11 143.74 TONS	3,162.28
			110-03-53117-253-417	05/11 19 CMPCT PULLS	3,002.00
			110-03-53117-253-417	05/11 WDNR TONNAGE	1,868.62
			110-03-53117-253-416	05/11 FUEL SURCHARGE	1,729.16
			501-09-50104-253-000	05/11 FUEL SURCHARGE	768.93
			501-09-50105-253-000	05/11 29.35 TONS	645.70
			110-03-53117-253-417	05/11 FUEL SURCHARGE	480.41
			501-09-50105-253-000	05/11 WDNR TONNAGE	381.55
			110-03-53117-253-416	05/11 ENVIRO SURCHG	294.00
			501-09-50104-253-000	05/11 ENVIRO SURCHG	204.00
			110-03-53117-253-417	05/11 ENVIRO SURCHG	114.00
			501-09-50105-253-000	05/11 FUEL SURCHARGE	49.66
			501-09-50105-253-000	05/11 ENVIRO SURCHG	6.00
				..... CHECK TOTAL	63,882.26
106267	6/08	INDEPENDENT INSPECITONS LTD	110-02-52601-219-000	4/11,14,15 INSPCTNS	585.00
106268	6/08	MALSACK, J	110-09-56501-259-570	6/11 3809 7 AV-GRASS	907.25
			110-09-56501-259-570	6/11 6118 54 AV-GRS	608.00
			110-09-56501-259-570	6/11 3803 7 AV-GRASS	317.30
			110-09-56501-259-570	6/11 2114 52 ST-GRS	237.50
			110-09-56501-259-570	6/11 4901 22 AV-GRS	197.60
			110-09-56501-259-570	5/11 5732 66 ST-GRS	193.32
			110-09-56501-259-570	5/11 3207 75 ST-GRS	174.56
			110-09-56501-259-570	5/11 4704 24 AV-GRS	168.15
			110-09-56501-259-570	6/11 3837 14 AV-GRS	167.91
			110-09-56501-259-570	6/11 5825/27 4 AVE	153.66
			110-09-56501-259-570	5/11 5821 5 AV-GRASS	153.66
			110-09-56501-259-570	5/11 6638 14 AV-GRS	125.40
			110-09-56501-259-570	6/11 5027 23 AV-GRS	122.55
			110-09-56501-259-570	5/11 1511 74 ST-GRS	99.75
			110-09-56501-259-570	6/11 3825 14 AV-GRS	89.30
			 CHECK TOTAL	3,715.91

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106269	6/08	CRIVELLO-CARLSON	110-09-56402-219-000	CRABTREE RES 07/10	11,858.15
106270	6/08	STARK ASPHALT	409-11-51006-589-000	EST 1-RECONST-PH IV	142,483.60
106271	6/08	BLUE HARBOR RESORT	110-01-50301-263-000	ANTARAMIAN 6/22-23	318.00
106272	6/08	KINDRED KITTIES	204-09-50101-259-000	ANIMAL FUND-GRANT	1,165.00
106273	6/08	A SUMMER'S GARDEN FLORIST	110-01-51301-311-000	SYMPATHY J. PACETTI	100.00
106274	6/08	KENOSHA COUNTY TREASURER	110-04-54101-252-000	6/11 HEALTH SERVICES	90,296.42
106275	6/08	GRAY'S, INC.	521-09-50101-344-000	CARBIDE	644.00
106276	6/08	CDW-G	110-02-52206-363-000	LAPTOP	684.00
			110-02-52206-363-000	3YR EXT. WARRANTY	132.00
				..... CHECK TOTAL	816.00
106277	6/08	STATE BAR OF WISCONSIN	110-01-50301-264-000	MULLIGAN - RENEWAL	549.00
			110-01-50301-264-000	RICHARDSON-RENEWAL	549.00
			110-01-50301-322-000	5/11-LEGAL PUBLICATI	57.96
				..... CHECK TOTAL	1,155.96
106278	6/08	MENARDS (KENOSHA)	110-02-52203-357-000	5/11-FD#6 MERCHANDIS	117.87
			110-05-55102-249-000	5/11-PA MERCHANDISE	103.07
			110-02-52203-353-000	5/11-FD#4 MERCHANDIS	97.40
			110-05-55109-357-000	5/11-PA MERCHANDISE	69.96
			110-02-52203-357-000	4/11-FD#6 MERCHANDIS	69.21
			110-05-55109-361-000	5/11-PA MERCHANDISE	59.93
			110-05-55103-361-000	5/11-PA MERCHANDISE	46.86
			110-02-52203-382-000	5/11-FD#7 MERCHANDIS	29.92
			521-09-50101-246-000	5/11-AR MERCHANDISE	15.39
			110-02-52203-382-000	5/11-FD#4 MERCHANDIS	12.76
			521-09-50101-382-000	5/11-AR MERCHANDISE	9.98
			110-02-52203-353-000	5/11-FD#7 MERCHANDIS	6.56
			110-02-52203-344-000	5/11-FD#7 MERCHANDIS	3.37
				..... CHECK TOTAL	642.28
106279	6/08	SHERWIN INDUSTRIES	110-03-53103-355-000	COLD PATCH PRODUCTS	2,099.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106280	6/08	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	05/11 BEER & SOFT DR	77.75
106281	6/08	PLATINUM SYSTEMS	110-01-51102-539-000	WIC CARD	743.30
106282	6/08	HYDROTEX	630-09-50101-393-000	POWER KLEEN ADDITIVE	2,475.60
			630-09-50101-393-000	ESSENTIALUBE	235.92
				..... CHECK TOTAL	2,711.52
106283	6/08	COMFORT SUITES APPLETON	110-02-52107-263-000	J GALLEY 5/22-24/11	450.00
			110-02-52107-263-000	ZURCHER 5/22-27/11	450.00
				..... CHECK TOTAL	900.00
106284	6/08	KENOSHA COUNTY TREASURER	110-00-21910-999-000	04/11 FEES COLLECTED	10,490.60
			110-00-21901-999-000	04/11 FEES COLLECTED	3,874.54
			110-00-21910-999-000	04/11 FEES COLLECTED	300.00
				..... CHECK TOTAL	14,665.14
106285	6/08	GRAINGER	110-05-55109-344-000	5/11-PA PARTS/MATERI	131.27
			110-05-55109-344-000	5/11-PA PARTS/MATERI	99.48
			110-01-51801-389-000	5/11-MB PARTS/MATERI	20.04
				..... CHECK TOTAL	250.79
106286	6/08	WIS DEPT OF TRANS-TVRP UNIT	110-02-52103-257-000	REPLENISH ACCOUNT	5,000.00
106287	6/08	MONNE'S SHOP	630-09-50101-235-000	WELDER COVER	50.00
106288	6/08	WIS DEPT OF COMMERCE	110-02-52601-264-000	4 YR R.BAUMANN RNWL	200.00
106289	6/08	INTERNATIONAL ASSOC FOR	110-02-52204-323-000	RENEWAL P. RYAN	75.00
106290	6/08	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	04/11 PARTS	474.36
106291	6/08	AIRGAS NORTH CENTRAL	632-09-50101-389-000	05/11 SE INDUSTRIAL	119.05
			206-02-52205-389-000	05/11 FD #5 OXYGEN C	51.69
				..... CHECK TOTAL	170.74
106292	6/08	G2 PRINTING SOLUTIONS	401-11-51101-585-000	05/11 BOILER PLATE	422.84
106293	6/08	KENOSHA TIRE	110-05-55109-344-000	5/11-PA TIRES/REPAIR	260.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106294	6/08	AURORA MEDICAL GROUP	110-01-51303-216-000	4/22-5/17 SCREENS	1,800.00
106295	6/08	LGIP MUSEUM	110-00-21805-000-000	6/01/11 WIRE TRANS	139,200.00
106296	6/08	JOHNSON, JANE	611-00-49135-000-000	ETF DEDUCTIONS	94.26
106297	6/08	CARR, CINDY L	110-00-21904-000-000	CASH BOND V572593	31.50
106298	6/08	STROBEL, FAY	611-00-49135-000-000	JUNE HEALTH/DENTAL	523.20
106299	6/08	KOSKI, JANET	110-00-46394-000-000	APPLIANCE STICKER	15.00
106300	6/08	VIDAS, SANDY	110-00-21905-000-000	BEACH HOUSE-5/31/11	300.00
106301	6/08	MUTHYALA, CYNTHIA	110-00-21905-000-000	BEACH HOUSE-5/28/11	300.00
106302	6/08	ORTIZ, LOYDA	110-00-21905-000-000	ORIBILETTI-5/28/11	300.00
106303	6/08	BJORN, JUDY	110-00-21905-000-000	BEACH HOUSE-5/29/11	300.00
106304	6/08	JESSE, JOAN	110-00-47122-000-000	BEACH HOUSE 8/5/11	535.00
			110-00-21905-000-000	BEACH HOUSE 8/5/11	300.00
				..... CHECK TOTAL	835.00
106305	6/08	DAVIDSON, AVIS	611-09-50101-155-504	5/24/11 DANCE DEMO	100.00
106306	6/08	LABAHN, JEFFREY B.	110-01-51701-261-000	1/11-5/11 270.3 MLS	137.85
			110-01-51701-261-000	5/20/11 MILWAUKEE	56.33
				..... CHECK TOTAL	194.18
106307	6/08	KREWSON, SHARON	110-02-52601-261-000	05/11 257 MILES	131.07
106308	6/08	SCHROEDER, RICHARD P.	110-01-51701-261-000	1-5/11 124 MILES	63.24
106309	6/08	WALTON, DIANE	110-02-52101-219-000	COURT DUTY	48.02
106310	6/08	DURKEE, MARY	110-00-11211-000-000	2011 POOL START-UP	300.00
106311	6/08	BLISE, PAULA	110-02-52601-261-000	05/11 671 MILES	342.21

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106312	6/08	BAUMANN, RICHARD H.	110-02-52601-261-000	05/11 590 MILES	300.90
106313	6/08	SWARTZ, MARTHA E.	110-02-52601-261-000	05/11 215 MILES	109.65
106314	6/08	HECKEL, EUGENE W.	110-02-52107-263-000	5/23-25 MADISON	62.00
106315	6/08	TORRES, PABLO	110-02-52107-263-000	5/19-21 GLENDALE	24.00
106316	6/08	HILLESLAND, RICHARD	110-02-52601-261-000	05/11 572 MILES	291.72
			110-02-52601-226-000	04/11 CELL PHONE	14.68
				..... CHECK TOTAL	306.40
106317	6/08	MIKOLAS, KEVIN	110-02-52601-261-000	05/11 468 MILES	238.68
106318	6/08	WILKE, BRIAN	110-01-51701-261-000	4-5/11 139 MILES	70.89
106319	6/08	THOMPkins, TIMOTHY	110-01-51303-261-000	05/11 152 MILES	77.52
106320	6/08	BURSEK, RONALD	110-03-53101-261-000	1/11 247 MILES	125.97
			110-03-53101-261-000	2/11 221 MILES	112.71
			110-03-53101-261-000	5/11 220 MILES	112.20
			110-03-53101-261-000	3/11 211 MILES	107.61
			110-03-53101-261-000	4/11 188 MILES	95.88
				..... CHECK TOTAL	554.37
106321	6/08	CORREA, VICENTE	110-02-52107-263-000	5/23-26 SPRINGFLD	88.00
			110-02-52107-263-000	5/17/11 MILWAUKEE	8.00
				..... CHECK TOTAL	96.00
106322	6/08	CHIAPPETTA, LOUIS	110-02-52601-261-000	05/11 222 MILES	113.22
106323	6/08	WASHINGTON, AL	110-01-50901-261-000	4-5/11 252 MILES	128.52
106324	6/08	THOMAS, WILLIAM	110-02-52203-263-000	EVT SCHOOL NEENAH	50.00
106325	6/08	CRUEY, EDWARD	110-01-50901-261-000	05/11 204 MILES	104.04
106326	6/08	GALLEY, JEFFREY	110-02-52107-263-000	5/22-27 APPLETON	137.00
106327	6/08	BRAGUE, DALE	110-02-52203-263-000	EVT SCHOOL NEENAH	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106328	6/08	PATTON, PATRICK	110-02-52107-263-000	5/22-27 APPLETON	137.00
106329	6/08	PIORKOWSKI, RON	520-09-50301-261-000	5/11/11 APPLETON	140.45
106330	6/08	DUMKE, JOHN E.	110-02-52601-261-000	05/11 331 MILES	168.81
106331	6/08	MORTON, SHAUN A	110-02-52107-263-000	5/23-25 MADISON	62.00
106332	6/08	ZURCHER, KURT W.	110-02-52107-263-000	5/22-27 APPLETON	137.00
106333	6/08	BOSMAN, KEITH	110-01-51301-341-000	GAS PURCHASE	25.01
			110-01-51301-341-000	GAS PURCHASE	25.01
			110-01-51301-311-000	GIFT-CONGRESS POETS	21.09
			110-01-51301-263-000	LUNCH MTG-SOMERS	20.91
				..... CHECK TOTAL	92.02
106334	6/08	PACETTI, FRANK	110-01-51301-262-000	5/3 & 11 GPS DEMO	33.00
			110-01-51301-263-000	5/3 & 11 GPS DEMO	21.84
				..... CHECK TOTAL	54.84
106335	6/08	SANCHEZ, MARGARITO	110-02-52601-261-000	05/11 377 MILES	192.27
106336	6/08	SCHRANDT, JONATHAN	110-02-52107-263-000	5/19-21 GLENDALE	24.00
106337	6/08	ROMANO, PATRICK	110-09-56405-166-000	FULL/FINAL SETTLMNT	27,831.14
106338	6/08	NADER, RYAN J	110-02-52107-263-000	5/22-27/11 APPLETON	137.00
			110-02-52102-341-000	5/22-27/11 APPLETON	20.00
				..... CHECK TOTAL	157.00
106339	6/08	NICHOLS, DUSTY	110-02-52107-263-000	5/19-21 GLENDALE	24.00
106340	6/10	ACE HARDWARE	630-09-50101-393-000	TIDE FOR STORES	431.64
106341	6/10	BINDELLI BROTHERS, INC	110-09-56501-259-569	5/11 1730-41 PL-BRD	180.00
			110-09-56501-259-569	5/11 5507 22 AV-BRD	78.00
				..... CHECK TOTAL	258.00
106342	6/10	WISCONSIN STEAM CLEANER	110-05-55109-344-000	CAR/TRUCK CLEANER	671.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106343	6/10	CLERK OF CIRCUIT COURT	110-01-50301-219-000	16 SMALL CLAIMS FEES	1,512.00
106344	6/10	CLERK OF CIRCUIT COURT	110-01-52001-219-000	27 JUDGEMENT DOCKETS	270.00
106345	6/10	BURR OAKS GREENHOUSE	110-05-55109-353-000	FLOWERS	700.00
			110-05-55109-353-000	FLOWERS	319.00
				..... CHECK TOTAL	1,019.00
106346	6/10	JANTZ AUTO SALES INC	630-09-50101-393-000	5/11-SE#2599 PARTS	25.00
			110-02-52103-219-000	5/11-#11-063817 TOW	15.00
				..... CHECK TOTAL	40.00
106347	6/10	CARDINAL HEALTH	206-02-52205-318-000	05/11 MEDICAL SUPPL	481.91
			206-02-52205-318-000	05/11 MEDICAL SUPPL	127.63
				..... CHECK TOTAL	609.54
106348	6/10	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	5/11-VET SVCS-MIKY	113.13
106349	6/10	KENOSHA JOINT SERVICES	110-02-52103-341-000	04/11 PATRL FLT GAS	27,842.68
			110-02-52102-341-000	04/11 DTCTV FLT GAS	4,256.01
			110-02-52109-341-000	04/11 SCU FLT GAS	1,091.36
			110-02-52101-341-000	04/11 ADMIN FLT GAS	291.79
			110-02-52103-341-000	04/11 MOTORCYCL GAS	188.23
				..... CHECK TOTAL	33,670.07
106350	6/10	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	06/10/11 CITY HRLY	14,666.75
			110-00-21562-000-000	06/10/11 WATER HRLY	4,199.85
			110-00-21562-000-000	06/10/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	19,071.60
106351	6/10	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-389-000	5/11 PRISONER MAINT.	5,355.00
106352	6/10	LABOR PAPER, THE	110-01-50101-321-000	05/11 BEER/LIQUOR	134.56
			110-01-50101-321-000	05/11 1ST/2ND ORDS	29.98
				..... CHECK TOTAL	164.54
106353	6/10	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/6/11 A HANCOCK	2,348.72
106354	6/10	SHERWIN WILLIAMS CO.	110-03-53110-371-000	05/11 ST PAINT/SUPPL	53.45
			110-03-53110-371-000	05/11 ST PRICING	15.00CR
			 CHECK TOTAL	38.45

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106355	6/10	RODE'S CAMERA	110-02-52206-259-000	05/11 FD SUPPLIES/PR	120.54
106356	6/10	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000 110-03-53109-373-000	TRAFFIC CONTROLLER OPTO-ISOLATOR BOARD CHECK TOTAL	2,350.00 419.20 2,769.20
106357	6/10	WILLKOMM INC., JERRY	630-09-50101-391-000 520-09-50106-341-000 110-05-55109-341-000	5/11-SE UNLEADED GAS 5/11-TD DIESEL FUEL DELVAC 1230 OIL CHECK TOTAL	27,532.34 25,329.76 614.35 53,476.45
106358	6/10	WE ENERGIES	110-01-51801-221-000 520-09-50301-221-000 520-09-50401-221-000 521-09-50101-221-000 110-01-51801-222-000 520-09-50301-222-000 521-09-50101-221-000 110-05-55109-221-000 110-02-52203-221-000 110-03-53103-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 633-09-50101-222-000 110-03-53103-222-000 110-01-51802-221-000 110-02-52203-221-000 110-03-53103-222-000 110-03-53109-221-000 110-03-53109-221-000 110-02-52203-222-000 110-03-53109-221-000 110-02-52203-222-000 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-05-55111-221-000 521-09-50101-222-000 632-09-50101-222-000 110-02-52203-222-000 110-05-55109-222-000 110-02-52203-222-000 110-03-53116-222-000 110-02-52110-221-000 110-01-51801-221-000 110-02-52203-222-000 110-03-53109-221-000 520-09-50401-222-000 110-03-53109-221-000 110-01-51802-221-000 110-03-53103-221-000 110-05-55109-221-000	#23 04/28-05/27 #23 04/29-05/27 #23 04/27-05/25 #23 05/01-05/31 #23 04/27-05/26 #23 04/28-05/30 #23 04/29-05/27 #23 04/27-05/25 #23 05/01-05/31 #23 04/27-05/25 #23 05/05-06/01 #23 04/28-05/30 #23 04/26-05/25 #23 04/26-05/25 #23 912 35 ST #23 04/28-05/27 #23 04/27-05/25 #23 04/26-05/26 #23 04/25-05/25 #23 05/01-05/31 #23 04/26-05/25 #23 04/27-05/27 #23 04/27-05/26 #23 05/01-05/31 #23 04/26-05/25 #23 04/29-05/26 #23 04/26-05/25 #23 05/01-05/31 #23 04/27-05/26 #23 04/27-05/26 #23 04/28-05/27 #23 04/26-05/25 #23 04/26-05/25 #23 04/25-05/24 #23 04/27-05/26 #23 2210 52 ST #23 04/26-05/25 #23 05/02-06/01	4,248.53 3,884.72 1,996.65 1,685.44 1,299.28 1,260.13 1,212.54 905.63 860.28 844.55 751.49 739.79 708.33 676.29 593.02 575.42 574.52 571.77 498.46 428.47 403.59 358.31 326.02 294.94 287.94 274.87 273.48 214.36 208.89 208.10 198.36 139.02 123.71 101.14 94.28 59.05 53.94 50.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52110-222-000	#23 04/27-05/26	45.13
			110-03-53103-221-000	#23 04/28-05/30	36.61
			110-05-55109-221-000	#23 04/27-05/26	31.69
			110-05-55109-221-000	#23 04/28-05/30	18.87
			110-05-55109-221-000	323 04/26-05/25	18.54
			110-05-55111-222-000	#23 04/27-05/26	15.76
			110-05-55102-221-000	#23 04/28-05/30	12.44
			110-05-55109-222-000	#23 04/28-05/30	9.28
			110-02-52103-222-000	#23 05/02-06/01	8.70
			110-05-55111-222-000	#23 04/27-05/26	8.41
				..... CHECK TOTAL	28,191.54
106359	6/10	WE ENERGIES	110-03-53109-221-000	INSTALL 2708 48 ST	1,828.20
106360	6/10	UNITED STATES TREASURY	110-00-21581-000-000	06/10/11 G GRANADO	100.00
			110-00-21581-000-000	6/10/11 BOGDANOVICH	31.28
				..... CHECK TOTAL	131.28
106361	6/10	REINDERS INC.	110-05-55102-369-000	BROOMS	2,244.30
			110-05-55102-369-000	SPRING TINES	1,949.94
			524-05-50101-353-000	FAIRWAY GRUB CONTROL	1,664.91
			524-05-50101-353-000	FERTILIZER	976.85
			524-05-50101-353-000	DACONIL ULTREX	465.00
			524-05-50101-353-000	INSECTICIDE	441.92
			524-05-50101-344-000	05/11 PARTS AND SERV	257.42
			524-05-50101-353-000	SNOWMOLD TREATMENT	203.00
			524-05-50101-353-000	FERTILIZER	200.00
			524-05-50101-353-000	SNOW MOLD TREATMENT	196.43
			630-09-50101-393-000	05/11 #2583 PARTS &	143.87
				..... CHECK TOTAL	8,743.64
106362	6/10	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	5/11-SWEEPER PARTS/B	1,920.60
			501-09-50104-344-000	5/11-SWEEPER PARTS/B	1,244.85
			501-09-50104-344-000	5/11-SWEEPER PARTS/B	1,128.20
				..... CHECK TOTAL	4,293.65
106363	6/10	BROOKS TRACTOR, INC.	630-09-50101-393-000	05/11 PARTS & MATRLE	56.99
106364	6/10	C.J.W., INC.	524-05-50101-397-000	5/11-GO CONSUMABLE M	133.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106365	6/10	DON'S AUTO PARTS	520-09-50201-347-000	MISC. BUS PARTS	673.92
106366	6/10	CHASE BANK KENOSHA	110-00-21513-000-000	06/10/11 HRLY DEDCT	24,686.53
			110-00-21612-000-000	06/10/11 HRLY DEDCT	12,351.13
			110-00-21511-000-000	06/10/11 HRLY DEDCT	8,366.87
			110-00-21514-000-000	06/10/11 HRLY DEDCT	3,114.21
			110-00-21614-000-000	06/10/11 HRLY DEDCT	3,114.04
				..... CHECK TOTAL	51,632.78
106367	6/10	DREAMSCAPE LAWN CARE	633-09-50101-249-000	05/11 PROP CLEAN-UP	195.00
			633-09-50101-249-000	05/11 GRASS CUTTING	110.76
			633-09-50101-249-000	05/11 LAWN FERTILIZE	45.00
				..... CHECK TOTAL	350.76
106368	6/10	HUMANA	206-00-13107-000-000	GRIFFIN-DOS 8/9/10	76.09
			206-00-13107-000-000	KIRSCH DOS 10/3/10	35.54
				..... CHECK TOTAL	111.63
106369	6/10	TDS METROCOM	110-01-51801-227-000	06/11 FIRE	166.06
			110-01-51801-225-000	06/11 FIRE	69.00
				..... CHECK TOTAL	235.06
106370	6/10	PREISS, IRENE	110-02-52203-165-000	06/11 BENEFITS	410.53
106371	6/10	ZAK, PAUL	110-02-52203-165-000	06/11 BENEFITS	861.97
106372	6/10	PAT'S SERVICES, INC.	110-02-52206-259-000	FIRE TRAINING 5/16	90.00
106373	6/10	LEE'S RENT IT	110-02-52203-382-000	5/11-FD#5 EQUIP RNTL	60.61
106374	6/10	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	06/10/11 B GARRETT	122.39
106375	6/10	DOWNING, JESSE	110-01-50101-265-000	6/11 REIMBURSE	130.00
106376	6/10	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	03/11 BILLING FEE	18,763.60
			206-02-52205-219-000	04/11 BILLING FEE	15,485.53
			206-02-52205-219-000	03/11 CERT. COMM.	775.51
			206-02-52205-219-000	04/11 CERT. COMM.	736.27
			110-00-46209-999-000	04/11 SERVICES	488.45
			110-00-46209-999-000	03/11 SERVICES	417.75
			 CHECK TOTAL	36,667.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106377	6/10	WPS	206-00-13107-000-000	NELSON-DOS 6/17/10	640.00
106378	6/10	MISNER, RAYMOND	110-01-50101-265-000	6/11 REIMBURSE	130.00
106379	6/10	SCHOONE, LEUCK, KELLEY,	110-09-56405-212-000	ROMANO LUMP SETTLMNT	7,168.86
106380	6/10	WISCONSIN DNR	521-09-50101-219-000	STORMWATER FEES	130.00
106381	6/10	AETNA CLAIMS	611-09-50101-155-527	2010 CLAIMS- FINAL	7,182.93
106382	6/10	BELLE COFFEE SERVICE	524-05-50101-397-000	5/11-GO COFFEE/SUPPL	111.00
106383	6/10	PRINCIPAL LIFE INSURANCE	206-00-13107-000-000	CHRISTENSEN-5/13/10	124.00
106384	6/10	POMP'S TIRE	110-02-52203-344-000	TIRES	4,188.00
			206-02-52205-344-000	TIRES	3,808.00
			206-02-52205-344-000	TIRES	380.00
			110-02-52203-344-000	SHOP SUPPLIES	228.00
			110-02-52203-344-000	OTR SERVICE CALL	150.00
				..... CHECK TOTAL	8,754.00
106385	6/10	LEE PLUMBING, INC.	633-09-50101-246-000	JET STORM SYSTEM	1,310.00
			110-02-52203-246-000	05/11 FD #2 HVAC, PL	544.00
				..... CHECK TOTAL	1,854.00
106386	6/10	HUMANA	206-00-13107-000-000	GONZALES-DOS 8/31/10	590.00
106387	6/10	ANTHEM	206-00-13107-000-000	ONEAL-DOS 9/02/10	388.77
106388	6/10	UNISOURCE WORLDWIDE	110-01-51101-311-000	05/11 FN PAPER PRODU	504.17
106389	6/10	NUDO, ANTHONY	110-01-50101-265-000	6/11 REIMBURSE	130.00
106390	6/10	MCAFFEE	110-01-51102-233-000	EMAIL PROTECTION	1,550.00
			110-01-51102-233-000	INTELLIGENT ROUTING	150.00
				..... CHECK TOTAL	1,700.00
106391	6/10	HUMANA CLAIMS	611-09-50101-155-527	06/08/11 MED CLAIMS	120,268.41
			611-09-50101-155-527	06/09/11 PHARMACY	7,897.66
			611-09-50101-155-527	06/09/11 MED CLAIMS	4,883.10
			611-09-50101-155-527	06/08/11 PHARMACY	1,230.79
			 CHECK TOTAL	134,279.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106392	6/10	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	5/11-SE SERVICES/PAR	445.00
106393	6/10	PRAIRIE SIDE TRUE VALUE	110-05-55109-389-000	05/11 PA MISC. SUPPL	64.80
			110-05-55109-382-000	05/11 PA MISC. SUPPL	43.18
			110-05-55109-341-000	05/11 PA MISC. SUPPL	35.37
			524-05-50101-382-000	05/11 GO MISC. SUPPL	29.68
			110-05-55109-361-000	05/11 PA MISC. SUPPL	21.61
				..... CHECK TOTAL	194.64
106394	6/10	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	06/10/11 L SAYLOR	26.80
106395	6/10	MALLERY & ZIMMERMAN, SC	110-00-21581-000-000	6/10/11 CHRISTERSON	133.78
106396	6/10	MALSACK, J	110-09-56501-259-570	6/11 5210 58 ST-GRS	281.44
			110-09-56501-259-570	5/11 4910 18 AV-GRS	241.50
			110-09-56501-259-570	5/11 7112 27 AV-GRS	210.50
			110-09-56501-259-570	5/11 7733 35 AV-GRS	196.00
			110-09-56501-259-570	6/11 2321 75 ST-GRS	183.59
			110-09-56501-259-570	6/11 2211 25 AV-GRS	177.65
			110-09-56501-259-570	6/11 4808 58 ST-GRS	164.43
			110-09-56501-259-570	6/11 5107 21 AV-GRS	162.15
			110-09-56501-259-570	6/11 8739 34 AV-GRS	157.94
			110-09-56501-259-570	5/11 6022 11 AV-GRS	149.00
			110-09-56501-259-570	6/11 2125 22 ST-GRS	146.30
			110-09-56501-259-570	5/11 2804 24 AV-GRS	136.00
			110-09-56501-259-570	6/11 4308 6 AV-GRAS	133.00
			110-09-56501-259-570	6/11 7223 96 AV-GRS	121.60
				..... CHECK TOTAL	2,461.10
106397	6/10	ELECTRICAL CONTRACTORS, INC	110-05-55102-247-000	5/11 NASH PK-LIGHTS	1,266.70
106398	6/10	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	5/11-COMPACTOR RENTA	633.71
106399	6/10	MONROE TRUCK EQUIPMENT	630-09-50101-393-000	SCISSORS LIFT ASSY.	1,829.05
106400	6/10	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	5/11-SE#293 ALT PART	61.33
106401	6/10	MURN & ASSOCIATES LLC	761-09-50101-219-000	3/11-5/11 CONSULTING	6,900.00
106402	6/10	BOGDALA, DAVID	110-01-50101-265-000	06/11 REIMBURSE	130.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106403	6/10	BOSTROM, STEVE	110-01-50101-265-000	6/11 REIMBURSE	130.00
106404	6/10	GREEN, LAWRENCE	110-01-50101-265-000	06/11 REIMBURSE	130.00
106405	6/10	HAUGAARD, ERIC	110-01-50101-265-000	06/11 REIMBURSE	130.00
106406	6/10	JULIANA, PATRICK	110-01-50101-265-000	06/11 REIMBURSE	88.00
106407	6/10	KENNEDY, ANTHONY	110-01-50101-265-000	06/11 REIMBURSE	130.00
106408	6/10	LAMACCHIA, ROCCO	110-01-50101-265-000	06/11 REIMBURSE	130.00
106409	6/10	MICHALSKI, JAN	110-01-50101-265-000	06/11 REIMBURSE	88.00
106410	6/10	OHNSTAD, TOD	110-01-50101-265-000	06/11 REIMBURSE	110.00
106411	6/10	ORTH, MICHAEL	110-01-50101-265-000	06/11 REIMBURSE	130.00
106412	6/10	PROZANSKI, DANIEL	110-01-50101-265-000	06/11 REIMBURSE	130.00
106413	6/10	RUFFALO, THEODORE	110-01-50101-265-000	06/11 REIMBURSE	130.00
106414	6/10	RUFFOLO, G JOHN	110-01-50101-265-000	06/11 REIMBURSE	130.00
106415	6/10	DAN KRALL & CO. INC.	630-09-50101-393-000	REBUILD HYD. MOTOR	582.44
106416	6/10	CIGNA HEALTHCARE	206-00-13107-000-000	PRESTERL-DOS 9/15/10	41.56
106417	6/10	HARTFORD	206-00-13107-000-000	CERQUA-DOS 6/04/10	515.00
106418	6/10	WIS DEPT OF REVENUE	761-00-21512-000-000	05/11 KCM DEDUCTS	297.90
106419	6/10	MARTIN PETERSEN COMPANY, INC.	521-09-50101-241-000	FURNACE CONTROL TWR	2,125.00
106420	6/10	CENTRAL SAW AND MOWER	110-05-55109-344-000	04/11 PA-PARTS	21.48
			524-05-50101-344-000	04/11 GO-PARTS	7.20
			110-05-55109-344-000	04/11 PA-PARTS	5.40
				..... CHECK TOTAL	34.08
106421	6/10	WASTE MANAGEMENT	633-09-50101-253-000	06/11 LI WEEKLY PICK	82.61
			110-01-51801-246-000	06/11 MB PULL CHARGE	61.65
			521-09-50101-219-000	06/11 AR PAPER RECYC	54.08
			110-05-55109-246-000	06/11 PA PAPER RECYC	39.00
			 CHECK TOTAL	237.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106422	6/10	MENARDS (KENOSHA)	501-09-50105-344-000	05/11 SW MERCHANDISE	161.33
			501-09-50105-344-000	05/11 SW MERCHANDISE	147.62
			110-03-53103-355-000	05/11 ST MERCHANDISE	115.06
			110-05-55109-357-000	05/11 PA MERCHANDISE	100.13
			110-05-55109-353-000	05/11 PA MERCHANDISE	83.82
			110-05-55109-361-000	05/11 PA MERCHANDISE	54.94
			501-09-50105-361-000	05/11 ST MERCHANDISE	39.41
			205-03-53119-349-000	05/11 ST MERCHANDISE	28.97
			110-03-53110-389-000	05/11 ST MERCHANDISE	24.78
			110-05-55109-389-000	05/11 PA MERCHANDISE	17.90
			520-09-50401-249-000	5/11-TD MERCHANDISE	16.94
			110-03-53109-389-000	05/11 ST MERCHANDISE	10.50
			110-03-53110-389-000	05/11 ST MERCHANDISE	6.89
				..... CHECK TOTAL	808.29
106423	6/10	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	05/11 RENTAL OF EQUI	1,657.50
106424	6/10	HANSEN'S POOL & SPA INC	110-01-51801-382-000	5/11-SUPPLIES/FOUNTA	59.96
106425	6/10	WIS SCTF	110-00-21581-000-000	06/10 HRLY DEDUCTS	1,237.11
106426	6/10	PREVOST CAR (US) INC	520-09-50201-347-000	04/11 BUS PARTS	57.80
106427	6/10	HULL FARM	110-05-55109-353-000	COCOA MULCH	1,119.00
106428	6/10	NEXTEL COMMUNICATIONS	110-02-52109-226-000	4/11-PD PHONE SERVIC	322.49
106429	6/10	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	05/11 SE-GLASS/ACCS	180.00
106430	6/10	ACCENT	206-00-13107-000-000	HIGGINS-DOS 8/14/10	398.72
106431	6/10	BEST WESTERN PLUS	110-02-52107-263-000	7/06-07 BRECHUE	70.00
106432	6/10	ARTHUR J. GALLAGHER RISK	110-09-56401-271-000	SE STORAGE TANK INS	6,028.00
106433	6/10	TIME WARNER CABLE	524-05-50101-219-000	MONTHLY CABLE SERV.	17.58
106434	6/10	AIRVAC	110-02-52203-246-000	AIRVAC 911 FILTER	1,620.00
			110-02-52203-246-000	AIRVAC 911 PREFILTER	372.00
			 CHECK TOTAL	1,992.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106435	6/10	CLAWZ AND PAWZ ANIMAL RESC	110-04-54102-254-000	5/11 313 CAPT/DISPL	12,207.50
			110-04-54102-254-000	06/11 SERVICE FEE	3,500.00
				..... CHECK TOTAL	15,707.50
106436	6/10	PROCESSWORKS INC.	110-00-21578-000-000	06/07/11 CHECK REG	3,786.09
106437	6/10	ABRA AUTO BODY	206-02-52205-344-000	REPAINT CAR 71	574.00
106438	6/10	RIMKUS, JASON	761-09-50101-111-000	06/01-15/11 SERVICE	1,840.80
			761-00-21514-000-000	06/01-15/11 SERVICE	26.69CR
			761-00-21511-000-000	06/01-15/11 SERVICE	77.31CR
			761-00-21599-000-000	06/01-15/11 SERVICE	92.04CR
			761-00-21512-000-000	06/01-15/11 SERVICE	102.40CR
			761-00-21513-000-000	06/01-15/11 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36
106439	6/10	PIRO, RALPH	761-09-50101-111-000	06/01-15/11 SERVICE	872.31
			761-00-21514-000-000	06/01-15/11 SERVICE	12.65CR
			761-00-21599-000-000	06/01-15/11 SERVICE	25.00CR
			761-00-21511-000-000	06/01-15/11 SERVICE	36.64CR
			761-00-21512-000-000	06/01-15/11 SERVICE	37.30CR
			761-00-21513-000-000	06/01-15/11 SERVICE	74.00CR
				..... CHECK TOTAL	686.72
106440	6/10	CLARK DIETZ, INC	409-11-51116-589-000	04/11 38TH ST PH IV	11,728.55
			409-11-50903-219-000	04/11 CONSTR MNGMNT	5,929.74
				..... CHECK TOTAL	17,658.29
106441	6/10	AURORA MEDICAL GROUP	110-01-51303-216-000	05/11 SCREENS	588.00
			520-09-50101-216-000	05/11 SCREENS	201.00
				..... CHECK TOTAL	789.00
106442	6/10	IOD INCORPORATED	110-09-56405-161-000	5/3/11 K BROWN	8.78
106443	6/10	AURORA HEALTH CARE	110-09-56405-161-000	3/16/11 K SCHAPER	207.68
106444	6/10	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	8/18/10 W FOSTER	185.12
106445	6/10	BELSKY, GREGORY	611-09-50101-155-000	2010 CO-PAY EXCESS	560.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106446	6/10	CARRICO AQUATIC RESOURCES	110-05-55111-219-000	WATER MANAGEMENT	2,807.25
			110-05-55111-219-000	WATER MANAGEMENT	2,159.00
				..... CHECK TOTAL	4,966.25
106447	6/10	AAA CLAIMS SERVICES	206-00-13107-000-000	GERMINARO-2/25/10	500.00
106448	6/10	ALVARADO, IRENE	761-09-50101-219-000	MEDIA STUDY FOR KCM	200.00
106449	6/10	HAGNER, KIM	761-09-50101-219-000	MEDIA STUDY FOR KCM	200.00
106450	6/10	SIBILSKY, TIFFANY	761-09-50101-219-000	MEDIA STUDY FOR KCM	200.00
106451	6/10	WARREN, DANIELLE	761-09-50101-219-000	MEDIA STUDY FOR KCM	200.00
106452	6/10	BAJWA, RAJWANT	206-00-13107-000-000	TRANSPORT 6/25/10	533.00
106453	6/10	TREDUP, HARVEY	206-00-13107-000-000	TRANSPORT 1/06/11	84.46
106454	6/10	CESARIO, ROMA	206-00-13107-000-000	TRANSPORT 12/07/10	77.55
106455	6/10	DICASTRI, MORENE	206-00-13107-000-000	TRANSPORT 1/11/11	147.43
106456	6/10	HALL, ARLENE	206-00-13107-000-000	TRANSPORT 12/27/10	78.56
106457	6/10	SUTTER, WAYNE	206-00-13107-000-000	TRANSPORT 11/12/09	614.00
106458	6/10	NATIONWIDE RETIREMENT	110-00-21109-000-000	ERROR IN PYMT TO US	95.80
106459	6/15	CROWN TROPHY OF KENOSHA	110-02-52206-367-000	NAMEPLATE ENGRAVING	107.50
106460	6/15	RNOW, INC.	630-09-50101-393-000	05/11 PARTS/MATERIAL	387.06
			630-09-50101-393-000	05/11 PARTS/MATERIAL	148.50
			630-09-50101-393-000	05/11 PARTS/MATERIAL	70.71
			630-09-50101-393-000	05/11 PARTS/MATERIAL	64.56
				..... CHECK TOTAL	670.83
106461	6/15	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	05/11 ST ELECTRICAL	41.40
106462	6/15	HWY C SERVICE	110-05-55109-341-000	5/11-PA SERVICE/PART	99.42
			110-02-52203-344-000	5/11-FD SERVICE/PART	64.05
			110-02-52203-344-000	5/11-FD SERVICE/PART	57.33
				..... CHECK TOTAL	220.80

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106463	6/15	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	4/11-PD CHICO VETERI	162.50
			213-09-50101-381-000	5/11-PD EDY VETERINA	40.54
				..... CHECK TOTAL	203.04
106464	6/15	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	06/15/11 CITY SAL	47,848.24
			110-00-21562-000-000	06/15/11 LIBRARY SAL	8,723.50
			110-00-21562-000-000	06/15/11 WATER SAL	7,427.50
				..... CHECK TOTAL	63,999.24
106465	6/15	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	06/15/11 CITY SAL	1,238.23
			110-00-21541-000-000	06/15/11 LIBRARY SAL	241.00
			110-00-21541-000-000	06/15/11 WATER SAL	155.00
				..... CHECK TOTAL	1,634.23
106466	6/15	LABOR PAPER, THE	110-01-50101-321-000	04/11 CC MINUTES	1,344.00
106467	6/15	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	06/15/11 SAL DEDUCT	91,188.00
106468	6/15	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	07/11 PREMIUM	13,024.70
			110-09-56304-156-000	07/11 PREMIUM	6,228.06
			110-00-15601-000-000	07/11 PREMIUM	1,494.51
			110-00-15201-000-000	07/11 PREMIUM	1,227.61
			520-09-50101-156-000	07/11 PREMIUM	616.34
			110-00-15202-000-000	07/11 PREMIUM	414.23
			631-09-50101-156-000	07/11 PREMIUM	245.40
			632-09-50101-156-000	07/11 PREMIUM	204.73
			110-00-14401-000-000	07/11 PREMIUM	131.77
			520-09-50201-156-000	07/11 PREMIUM	89.75
			521-09-50101-156-000	07/11 PREMIUM	85.15
			520-09-50301-156-000	07/11 PREMIUM	55.07
			520-09-50105-156-000	07/11 PREMIUM	49.21
			501-09-50101-156-000	07/11 PREMIUM	32.32
			501-09-50105-156-000	07/11 PREMIUM	28.54
			630-09-50101-156-000	07/11 PREMIUM	26.85
			520-09-50403-156-000	07/11 PREMIUM	14.52
			501-09-50103-156-000	07/11 PREMIUM	4.45
			520-09-50401-156-000	07/11 PREMIUM	2.74
				..... CHECK TOTAL	23,975.95
106469	6/15	KENOSHA COUNTY INTERFAITH	289-06-50612-259-000	#5283181 SUBGR AGMT	25,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106470	6/15	KENOSHA WATER UTILITY	110-05-55109-223-000	#1 6/01/11 WTR/STRM	4,932.88
			110-05-55109-224-000	#1 6/01/11 WTR/STRM	1,894.52
			110-01-51802-223-000	#1 912 35 ST	604.46
			110-02-52203-224-000	#1 6/01/11 WTR/STRM	501.19
			524-05-50101-223-000	#1 6/01/11 WTR/STRM	489.98
			110-02-52203-223-000	#1 6/01/11 WTR/STRM	371.52
			110-01-51801-223-000	#4 6/01/11 WTR/STRM	332.97
			110-05-55104-224-000	#1 6/01/11 WTR/STRM	311.34
			110-01-51801-224-000	#4 6/01/11 WTR/STRM	296.30
			110-05-55106-224-000	#1 6/01/11 WTR/STRM	270.19
			524-05-50101-224-000	#1 6/01/11 WTR/STRM	215.86
			522-05-50102-224-000	#1 6/01/11 WTR/STRM	187.72
			110-05-55111-224-000	#1 6/01/11 WTR/STRM	146.48
			633-09-50101-224-000	#1 6/01/11 WTR/STRM	143.40
			520-09-50301-224-000	#1 6/01/11 WTR/STRM	126.27
			633-09-50101-223-000	#1 6/01/11 WTR/STRM	117.92
			110-03-53116-224-000	#1 6/01/11 WTR/STRM	77.92
			110-02-52110-223-000	#1 6/01/11 WTR/STRM	76.58
			110-01-51802-224-000	#1 912 35 ST	49.76
			110-05-55102-224-000	#1 6/01/11 WTR/STRM	38.70
			110-02-52110-224-000	#1 6/01/11 WTR/STRM	30.26
			520-09-50301-223-000	#1 6/01/11 WTR/STRM	15.10
				..... CHECK TOTAL	11,231.32
106471	6/15	WELDCRAFT, INC.	110-05-55109-344-000	CHAIN BRACKETS	757.00
106472	6/15	WE ENERGIES	520-00-18751-000-000	5414 13 AV-UTILS	1,318.46
106473	6/15	SCHUNK GRAPHITE TECHNOLOGY	520-09-50401-347-000	TROLLEY INSERT	1,901.50
106474	6/15	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	06/15/11 H TOLBERT	238.96
106475	6/15	DATA FINANCIAL BUSINESS	110-01-51101-311-000	BLACK INK ROLLER	85.50
106476	6/15	PAYNE & DOLAN INC.	110-03-53103-355-000	05/11 ASPHALT MATERI	539.33
106477	6/15	REINDERS INC.	110-05-55109-344-000	MAINTENANCE WORK	1,643.05
			630-09-50101-393-000	5/11-SE#2583 PARTS/S	269.48
			630-09-50101-393-000	5/11-SE#2583 PARTS/S	176.05
			 CHECK TOTAL	2,088.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106478	6/15	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	4/11-TD TIRE LEASE	4,416.63
106479	6/15	A & R DOOR SERVICE	520-09-50201-246-000	04/11 TD DOOR REPAIR	526.50
106480	6/15	MEDICAL COLLEGE OF WISCONSIN	206-02-52205-219-000	05/09/11 MED DIRECTO	5,175.00
106481	6/15	CHASE BANK KENOSHA	110-00-21513-000-000	6/15/11 SAL DEDUCTS	204,118.67
			110-00-21612-000-000	6/15/11 SAL DEDUCTS	67,632.45
			110-00-21511-000-000	6/15/11 SAL DEDUCTS	45,815.73
			110-00-21614-000-000	6/15/11 SAL DEDUCTS	20,791.86
			110-00-21514-000-000	6/15/11 SAL DEDUCTS	20,791.85
				..... CHECK TOTAL	359,150.56
106482	6/15	AT&T	110-02-52203-225-000	5/11-6/21 REPEATER	199.72
106483	6/15	DWD-UI	110-09-56308-157-000	05/11 UNEMPLOYMENT	13,033.76
			520-09-50101-157-000	05/11 UNEMPLOYMENT	1,607.04
			110-09-56308-157-000	05/11 UNEMPLOYMENT	855.00
			110-09-56308-157-000	05/11 UNEMPLOYMENT	15.67CR
				..... CHECK TOTAL	15,480.13
106484	6/15	OFFICEMAX	110-01-51201-311-000	05/11 CT #1825 OFFC	549.70
			110-01-51303-311-000	05/11 HR #1827 OFFC	301.74
			110-01-51201-311-000	05/11 CT #1816 OFFC	160.40
			110-01-51101-311-000	05/11 FN #1828 OFFC	91.03
			110-02-52201-311-000	05/11 FD #1829 OFFC	55.92
			110-01-50101-311-000	05/11 CT #1824 BC'S	43.99
			110-01-51303-311-000	05/11 HR #1821 OFFC	26.60
				..... CHECK TOTAL	1,229.38
106485	6/15	SWARTZ NURSERY & GARDEN SHOP	407-11-51001-353-000	2011 TREE PLANTING	6,100.00
106486	6/15	INDUSTRIAL MARKETING	630-09-50101-393-000	4/11-SE PARTS	1,159.71
106487	6/15	LINCOLN CONTRACTORS SUPPLY	110-03-53103-361-000	05/11 ST TOOLS AND S	214.61
			110-05-55111-249-000	05/11 PUMP RENTAL	180.42
				..... CHECK TOTAL	395.03
106488	6/15	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	6/15/11 SAL DEDUCTS	719.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106489	6/15	INTERSPIRO	110-02-52203-235-000	5/11-FD SCBA PARTS	133.01
106490	6/15	ACCURATE PRINTING CO., INC.	110-01-51101-311-000	05/11 FN PRINTING/SU	70.00
106491	6/15	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	05/11 ST MERCHANDISE	986.00
			501-09-50105-355-000	05/11 ST MERCHANDISE	225.00
				..... CHECK TOTAL	1,211.00
106492	6/15	KENOSHA COUNTY	631-09-50101-311-000	5/11-EN PRINTS/COPIE	24.00
			631-09-50101-311-000	4/11-EN PRINTS/COPIE	11.00
				..... CHECK TOTAL	35.00
106493	6/15	WISCONSIN DNR	501-09-50102-219-000	2011 ENVIR STRM FEES	10,000.00
106494	6/15	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-357-000	5/11-FD SUPPLIES	25.83
106495	6/15	SURVEYMONKEY.COM	206-02-52205-322-000	SURVEY SUBSCRIPTION	200.00
106496	6/15	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	06/11 ADMIN FEE	350.00
106497	6/15	PACE ANALYTICAL	492-11-50101-589-000	04/11 LAB SERVICE T	1,105.00
106498	6/15	LEE PLUMBING, INC.	110-05-55102-249-000	5/11-POERIO PARK	342.00
			110-05-55111-235-000	5/11-ANDERSON POOL	244.00
			110-02-52203-246-000	5/11-FD#4 PLUMBING	112.50
				..... CHECK TOTAL	698.50
106499	6/15	STATE BAR OF WISCONSIN	110-01-50301-323-000	MEMEBER DUES/ASSESS	1,847.00
106500	6/15	INVESTORS PROPERTY SERVICES	253-06-50442-259-000	#5282134 REHAB	3,751.00
106501	6/15	MAKSEN, DICK	524-05-50101-219-000	WEBSITE/DOMAIN NAME	78.45
106502	6/15	HUMANA CLAIMS	611-09-50101-155-527	06/13/11 MED CLAIMS	140,203.90
			611-09-50101-155-527	06/13/11 PHARMACY	30,493.61
			611-09-50101-155-527	06/14/11 MED CLAIMS	6,760.36
			611-09-50101-155-527	06/10/11 PHARMACY	6,192.24
			611-09-50101-155-527	06/10/11 MED CLAIMS	5,049.68
			611-09-50101-155-527	06/14/11 PHARMACY	2,155.82
			 CHECK TOTAL	190,855.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106503	6/15	EMERGING COMMUNITIES CORP	492-11-50301-219-000	06/11 CONSULTING SER	1,000.00
106504	6/15	GUSTIN CONSTRUCTION	254-06-50493-259-000	#5282133 REPAIRS	1,230.00
106505	6/15	MALSACK, J	463-11-50902-219-000	05/11 WEED/GRASS-A	1,109.17
			401-11-50912-581-000	05/11 WEED/GRASS-C	892.50
			461-11-51001-581-000	05/11 WEED/GRASS-B	742.50
			463-11-50802-219-000	DEBRIS REMVL/CLEANUP	555.00
				..... CHECK TOTAL	3,299.17
106506	6/15	JENSEN TOWING	110-02-52203-344-000	TOWING - ENGINE 4	344.00
			110-02-52103-219-000	6/11-#11-073313 TOWI	85.00
			110-02-52103-219-000	4/11-#11-078251 TOW	45.00
			110-02-52103-219-000	6/11-#11-073313 TOWI	25.00
				..... CHECK TOTAL	499.00
106507	6/15	REGISTER OF DEEDS	110-09-56501-259-000	RAZE ORD 5503 23 AV	30.00
106508	6/15	INSTY-PRINTS	110-05-55111-311-000	05/11 POOL TICKETS	323.60
106509	6/15	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	06/15/11 J BERRIER	83.00
106510	6/15	PELION BENEFITS, INC.	110-00-21517-000-000	6/1-15/11 DEDUCTS	2,835.37
106511	6/15	HINDS, LARRY	420-11-51102-583-000	BAL DUE ON INSTALL	5.71
106512	6/15	CDW-G	524-05-50101-369-000	03/11 DP COMPUTER EQ	456.50
			110-01-51102-539-000	05/11 DP COMPUTER EQ	227.20
			631-09-50101-363-000	05/11 DP COMPUTER EQ	226.34
				..... CHECK TOTAL	910.04
106513	6/15	NYBERG TROPHIES & AWARDS	110-01-50101-311-000	NAMEPLATES/HOLDERS	33.00
106514	6/15	CHAPTER 13 TRUSTEE	110-00-21581-000-000	06/15/11 B MIFFLIN	419.00
			110-00-21581-000-000	06/15/11 H DARBY	283.00
				..... CHECK TOTAL	702.00
106515	6/15	MENARDS (KENOSHA)	524-05-50101-369-000	5/11-GO MERCHANDISE	299.00
			110-05-55109-361-000	5/11-PA MERCHANDISE	299.00
			110-02-52203-353-000	5/11-FD#5 MERCHANDIS	189.00
			110-05-55111-249-000	5/11-PA MERCHANDISE	107.13
			110-02-52203-382-000	5/11-FD#7 MERCHANDIS	91.66
			110-02-52203-382-000	5/11-FD#5 MERCHANDIS	90.63
			110-02-52203-357-000	5/11-FD#4 MERCHANDIS	88.67
			110-05-55109-382-000	5/11-PA MERCHANDISE	68.90
			110-05-55109-357-000	5/11-PA MERCHANDISE	65.96
			110-02-52203-382-000	5/11-FD#4 MERCHANDIS	45.88
			524-05-50101-389-000	5/11-PA MERCHANDISE	24.94
			521-09-50101-382-000	5/11-AR MERCHANDISE	23.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-361-000	5/11-ST MERCHANDISE	19.99
			110-03-53110-389-000	5/11-ST MERCHANDISE	15.05
			110-02-52203-357-000	5/11-FD#7 MERCHANDIS	13.58
			521-09-50101-344-000	5/11-AR MERCHANDISE	12.91
			110-03-53109-361-000	5/11-ST MERCHANDISE	8.89
			521-09-50101-246-000	5/11-AR MERCHANDISE	4.97
				..... CHECK TOTAL	1,470.04
106516	6/15	WIS SCTF	110-00-21581-000-000	6/15/11 SAL DEDUCTS	9,283.72
106517	6/15	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	120 CITATION BOOKS	120.00
106518	6/15	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	06/15/11 M RIVERA	278.00
106519	6/15	TIME WARNER CABLE	520-09-50301-233-000	06/11 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	06/11 AIRPORT-ROADRU	139.95
				..... CHECK TOTAL	279.90
106520	6/15	WIS DEPT OF COMMERCE	501-09-50103-264-000	RNWL SOIL EROSION	40.00
106521	6/15	BUSCHE, JUDY LLC	110-01-50301-219-000	05/11 LE SERVICES OF	460.00
106522	6/15	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBRK-CLN WATER	100.83
			110-09-56519-259-000	80TH ST PROP-WATER	62.30
				..... CHECK TOTAL	163.13
106523	6/15	FOX VALLEY TECHNICAL COLLEGE	110-02-52107-264-000	4 FOR TRNG 5/23-27	1,660.00
106524	6/15	SPEEDWAY LLC	110-00-44709-000-000	BARTENDER LICENSE	50.00
106525	6/15	PROCESSWORKS, INC.	110-09-56310-219-000	05/11 ADMIN CHARGES	594.92
106526	6/15	RIMKUS, JASON	761-09-50101-155-000	WPS HEALTH INS	345.45
106527	6/15	CITY OF OSHKOSH	413-11-50901-579-000	USED BUSES	8,000.00
106528	6/15	AIRGAS NORTH CENTRAL	206-02-52205-344-000	06/11 FD #4 OXYGEN C	89.87
			206-02-52205-389-000	06/11 FD #4 5OXYGEN	70.21
			206-02-52205-389-000	04/11 FD #4 OXYGEN C	61.34
			206-02-52205-389-000	06/11 FD #5 OXYGEN C	51.01
			 CHECK TOTAL	272.43

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106529	6/15	AFLAC	110-00-21535-000-000	05/11 SAL DEDUCTS	2,040.94
			110-00-21535-000-000	5/20-6/10 HRLY DED	614.64
			110-00-21536-000-000	05/11 SAL DEDUCT	285.68
			110-00-21536-000-000	5/20-6/10 HRLY DED	283.20
				..... CHECK TOTAL	3,224.46
106530	6/15	SPECTERA, INC.	110-00-21534-000-000	05/11 DEDUCTS	1,619.55
106531	6/15	NEW HOPE CHURCH	110-00-21905-000-000	BEACH HOUSE 6/05/11	100.00
106532	6/15	NEW SONG MINISTRIES	289-06-50614-259-000	#5283172 SUBGR AGMT	1,000.00
106533	6/15	KUPFER LAW OFFICES	110-01-52001-219-000	SUB JUDGE-2 DAYS	300.00
106534	6/15	EASTON, GEORGE H	110-01-52001-219-000	SUB JUDGE-1 DAY	150.00
106535	6/15	AURORA MEDICAL GROUP	520-09-50101-216-000	04/11 SCREEN	44.00
106536	6/15	NASECA OF WISCONSIN	501-09-50103-264-000	CHRIS PAGELS 6/15/11	100.00
106537	6/15	COMFORT SUITES MADISON	110-02-52107-263-000	TRAINING 5/23-25/11	140.00
106538	6/15	MAC'S DELI ENTERPRISES	110-00-44709-000-000	BARTENDER LICENSE	50.00
			110-00-44709-000-000	BARTENDER LICENSE	50.00
				..... CHECK TOTAL	100.00
106539	6/15	PATRENETS, HEATHER R	110-02-52102-219-000	5/31/11 INTERPRETER	75.00
			110-02-52102-219-000	6/03/11 INTERPRETER	25.00
				..... CHECK TOTAL	100.00
106540	6/15	VASQUEZ, EDDIE	761-09-50101-219-000	MEDIA STUDY FOR KCM	200.00
106541	6/15	US BANCORP	110-02-52102-219-000	11-040710 RESEARCH	19.70
106542	6/15	WHITAKER, MELISSA	110-00-21905-000-000	BEACH HOUSE-6/6/11	100.00
106543	6/15	KELLY, MOLISSIA	110-00-21905-000-000	BEACH HOUSE-6/4/11	100.00
106544	6/15	WHITTIER SCHOOL	110-00-21905-000-000	BEACH HOUSE-6/3/11	300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106545	6/15	LENTZ, DAVID	110-00-21109-000-000	COURT PYMNT V574754	23.00
106546	6/15	WILLIE, GREG	110-00-44802-000-000	2409 16 PL-PERMIT	40.00
106547	6/15	HILL, DEMINKA A	110-00-44709-000-000	BARTENDER LICENSE	50.00
106548	6/15	MELAND, SYNDEE L	110-00-44709-000-000	BARTENDER LICENSE	50.00
106549	6/15	GRISSOM, ADAM E	110-00-44709-000-000	BARTENDER LICENSE	50.00
106550	6/15	ROSENBERG, KEVIN	110-00-44709-000-000	BARTENDER LICENSE	50.00
106551	6/15	NELSON, ROBERT A	110-00-44709-000-000	BARTENDER LICENSE	50.00
106552	6/15	JACKSON, STACY N	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
106553	6/15	BLACK, PRENTICE R	110-00-44709-000-000	BARTENDER LICENSE	50.00
106554	6/15	GRELL, ASHLEY R	110-00-44709-000-000	BARTENDER LICENSE	50.00
106555	6/15	LIBERTY, BRANDON W	110-00-44709-000-000	BARTENDER LICENSE	50.00
106556	6/15	LA QUEMADA, INC	110-00-44203-000-000	CLASS B BEER/LIQUOR	75.00
106557	6/15	PICOLO, ROBERT	520-09-50101-367-000	2011 UNIFORM ALLOW	63.02
106558	6/15	BENVENUTO, NICHOLAS	110-02-52103-263-000	6/7/11 WASHINGTON CO	12.00
106559	6/15	HELD, MICHAEL	110-02-52103-263-000	6/7/11 WASHINGTON CO	12.00
106560	6/15	BOSMAN, KEITH	110-01-51301-263-000	LUNCH MTG-PARKSIDE	30.16
106561	6/15	MARTI, JESUS	520-09-50101-367-000	2011 UNIFORM ALLOW	47.29
106562	6/15	BAKER, HANNAH	520-09-50101-367-000	2011 UNIFORM ALLOW	98.58
106563	6/15	MAY, DONNA	110-00-13127-000-000	LIFE INS NOV-JUNE	24.00
			110-09-56304-156-000	LIFE INS NOV-JUNE	14.40
				..... CHECK TOTAL	38.40

START DATE FOR SUMMARY: 6/01 END DATE FOR SUMMARY: 6/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
106564	6/15	ISHMAEL, DAVID	520-09-50301-261-000	6/01-02/11 MADISON	114.75
GRAND TOTAL FOR PERIOD *****					3,709,222.16

SETTLEMENT AGREEMENT

This Settlement Agreement is made between the City of Kenosha and Mills Enterprises – Stonegate, LLP on behalf of themselves, their successors and assignees (“the Parties”).

RECITALS

WHEREAS, Mills Enterprises – Stonegate, LLP is the owner of Tax Parcels 03-122-03-410-012 and 03-122-03-410-013 (“the Tax Parcels”) located in the City of Kenosha and generally described as Stonegate Apartments; and,

WHEREAS, each of the Tax Parcels consists of four (4) apartment buildings totaling ninety-six (96) apartment units built in 1988. Each of the Tax Parcels also contains site improvements which include four garages each containing twelve one car spaces, concrete sidewalks and curbing, asphalt paving, exterior signage, a trash enclosure and landscaping; and,

WHEREAS, the Tax Parcels when taken together contain an eight building, one hundred ninety-two (192) unit apartment development, on approximately 13.53 acres with an additional eight garages containing ninety-six (96) garage spaces; and,

WHEREAS, following a hearing the City of Kenosha Board of Review sustained the City of Kenosha Assessor's 2009 assessment on each of the Tax Parcels in the amount of \$5,888,000 for a total of \$11,776,000; and,

WHEREAS, on December 18, 2009 Mills Enterprises-Stonegate, LLP paid the 2009 real property tax on each of the Tax Parcels in the amount of \$128,332.52 for a total of \$256,665.04; and,

WHEREAS, on January 29, 2010 Mills Enterprises-Stonegate, LLP served on the City of Kenosha a Claim for Excessive Assessment pursuant to Wis. Stat. §74.37 (2) seeking reduction of the 2009 assessment on each of the Tax Parcels from \$5,888,000 to \$4,159,000 for a combined reduction from \$11,776,000 to \$8,318,000 and that the proportionate amount of the real property tax paid on each of the Tax Parcels be refunded; and,

WHEREAS, on April 19, 2010 the Common Council of the City of Kenosha denied the Claim for Excessive Assessment of Mills Enterprises–Stonegate, LLP; and,

WHEREAS, on July 2, 2010 Mills Enterprises-Stonegate, LLP filed an action against the City of Kenosha pursuant to Wis. Stat. §74.37 (3)(d) for a refund of a portion of the real property taxes paid on the Tax Parcels for 2009 based upon reduction of the 2009 assessment on the Tax Parcels sought by Mills Enterprises-Stonegate, LLP set forth above together with statutory interest and all litigation costs; and,

WHEREAS, the action of Mills Enterprises-Stonegate, LLP against the City of Kenosha was filed in Kenosha County Circuit Court as Case No. 10-CV-1447 entitled Mills Enterprises-Stonegate, LLP v. City of Kenosha; and,

WHEREAS, on July 21, 2010 the City of Kenosha filed an Answer to the Complaint of Mills Enterprises-Stonegate, LLP denying the claims for relief asserted by Mills Enterprises-Stonegate, LLP; and,

WHEREAS, the parties desire to enter into this Settlement Agreement in order to provide a complete settlement of all claims arising out of or in any way related to the 2009 assessment of the Tax Parcels including, but not limited to, those claims asserted or which could have been asserted in Kenosha County Circuit Court Case No. 10-CV-1447.

NOW, THEREFORE, the Parties agree as follows:

1. The 2009 real property tax assessment on Tax Parcel 03-122-03-410-012 shall be reduced from \$5,888,000 to \$4,800,000 and allocated as follows:

Land:	\$ 600,000
Improvements:	<u>\$4,200,000</u>
Total	\$4,800,000

2. The 2009 real property tax assessment on Tax Parcel 03-122-03-410-013 shall be reduced from \$5,888,000 to \$4,800,000 and shall be allocated as follows:

Land:	\$ 600,000
Improvements:	<u>\$4,200,000</u>
Total	\$4,800,000

3. Pursuant to Wis. Stat. §74.37, the proportionate amount of the 2009 real property tax to be refunded to Mills Enterprises-Stonegate, LLP on Tax Parcel 03-122-03-410-012 is \$23,725.66 which the City of Kenosha agrees to pay within thirty (30) days of the entry of the order by the Court provided for by this Settlement Agreement dismissing Kenosha County Circuit Court Case No. 10-CV-1447.

4. Pursuant to Wis. Stat. §74.37, the proportionate amount of the 2009 real property tax to be refunded to Mills Enterprises-Stonegate, LLP on Tax Parcel 03-122-03-410-013 is \$23,725.66 which the City of Kenosha agrees to pay within thirty (30) days of the entry of the order by the Court provided for by this Settlement Agreement dismissing Kenosha County Circuit Court Case No. 10-CV-1447.

5. Mills Enterprises-Stonegate, LLP agrees to waive its claim for interest pursuant to Wis. Stat. §74.37(5) on the 2009 real property tax on the Tax Parcels to be refunded pursuant to the terms of this Settlement Agreement.

6. Upon approval of this Settlement Agreement by the Common Council for the City of Kenosha, the Parties agree through their respective counsel to the execution of a stipulation and

CONFIDENTIAL

order dismissing Kenosha County Circuit Court Case No. 10-CV-1447 with prejudice, on the merits and without further costs to any party.

7. The Parties acknowledge that upon payment of the 2009 real property tax refund as provided for in this Settlement Agreement, the City of Kenosha may take such steps as the City deems appropriate to charge back and collect from each taxing jurisdiction for which 2009 real property taxes were collected, a proportionate amount of the 2009 real property taxes to be refunded to Mills Enterprises-Stonegate, LLP pursuant to Wis. Stat. §74.41.

8. The Parties agree to execute such further documents as may be required in order to implement the terms and conditions of this Settlement Agreement.

9. The Parties agree that this Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

10. The Parties agree that this Settlement Agreement is a full compromise and settlement of disputed claims arising out of or in any way related to the 2009 assessment of the Tax Parcels including but not limited to those claims asserted or which could have been asserted in Kenosha County Circuit Court Case No. 10-CV-1447 and that this Settlement Agreement shall not be construed as an admission of any liability by the Parties, by whom liability is expressly denied.

11. The Parties acknowledge that in entering into this Settlement Agreement that the terms of this Settlement Agreement have been completely read, explained, understood and voluntarily accepted.

12. The Parties agree that each party has contributed substantially and materially to the preparation of this Settlement Agreement and that as a result this Settlement Agreement 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 one of the Parties.

13. The Parties acknowledge that this Settlement Agreement shall be binding upon their heirs, successors and assigns.

14. The City of Kenosha enters into this Settlement Agreement by action of the Common Council for the City of Kenosha taken on July _____, 2011.

[SIGNATURE PAGES TO FOLLOW]

Date: July ____, 2011

CITY OF KENOSHA, WISCONSIN
a Municipal Corporation

By: _____
KEITH G. BOSMAN, Mayor

By: _____
MICHAEL K. HIGGINS,
City Clerk/Treasurer

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2011, **Keith G. Bosman, Mayor, and Michael K. Higgins, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

CONFIDENTIAL

Date: July ____, 2011

MILLS ENTERPRISES-STONEGATE, LLP
a Wisconsin limited liability partnership

By: _____
STEPHEN C. MILLS, Partner

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2011, **Stephen C. Mills, Partner of Mills Enterprises-Stonegate, LLP**, a Wisconsin limited liability partnership, to me known to be the person who executed the foregoing instrument, and to me known to be such Partner of said limited liability partnership, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said limited liability partnership, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

Drafted By:

JONATHAN A. MULLIGAN
Assistant City Attorney

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH III

KENOSHA COUNTY

MILLS ENTERPRISES-STONEGATE, LLP,

Plaintiff,

v.

CITY OF KENOSHA,

Defendant.

STIPULATION AND ORDER
TO DISMISS ACTION

Case No. 10-CV-1447

Case Code: 30301

Hon. Bruce E. Schroeder

STIPULATION

IT IS STIPULATED between the parties by their respective attorneys that this action may be dismissed with prejudice and on its merits and without costs to any party, and that an order of dismissal may be entered without further notice.

Dated this ____ day of July, 2011.

MICHAEL BEST & FRIEDRICH LLP
Attorneys for Plaintiff

**LLOYD, PHENICIE, LYNCH, KELLY,
HOTVEDT & TERRY, S.C.**
Attorneys for Plaintiff

By: _____
Alan Marcuvitz, State Bar No. 1007942

By: _____
John E. Hotvedt, State Bar No. 1037317

Dated this ____ day of July, 2011.

OFFICE OF THE KENOSHA CITY ATTORNEY
Attorneys for the Defendant

By: _____
Jonathan A. Mulligan, Assistant City Attorney
State Bar No. 1018619

ORDER

CONFIDENTIAL

IT IS ORDERED pursuant to §805.04, Wis. Stats. that this action is dismissed with prejudice and on its merits and without costs to any party.

Rendered this _____ day of July, 2011.

BY THE COURT:

Honorable Bruce E. Schroeder
Circuit Court Judge, Branch III

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, Wisconsin 53140
Phone: (262) 653-4170
Fax #: (262) 653-4176

STONEGATE

Parcel #	03-122-03-410-012	03-122-03-410-013	Totals
Old Land	\$600,000	\$600,000	\$1,200,000
Old Bldg	\$5,288,000	\$5,288,000	\$10,576,000
Old Total	\$5,888,000	\$5,888,000	\$11,776,000
New land	\$600,000	\$600,000	\$1,200,000
New Bldg	\$4,200,000	\$4,200,000	\$8,400,000
New Total	\$4,800,000	\$4,800,000	\$9,600,000
Land Diff	\$0	\$0	\$0
Bldg diff	\$1,088,000	\$1,088,000	\$2,176,000
Total Diff	\$1,088,000	\$1,088,000	\$2,176,000
Tax Diff	\$23,725.66	\$23,725.66	\$47,451.32
Unified		39.88%	\$18,923.59
County		16.77%	\$7,957.59
State		0.73%	\$346.39
Gateway		5.50%	\$2,609.82
City		37.12%	\$17,613.93
Total		100.00%	\$47,451.32

STONEGATE

CONFIDENTIAL

Year	03-122-03-410-012	03-122-03-410-013	Total
2008	\$5,888,000	\$5,888,000	\$11,776,000
2009	\$4,800,000	\$4,800,000	\$9,600,000
2010	\$4,283,400	\$4,283,400	\$8,566,800
2011	\$4,283,400	\$4,283,400	\$8,566,800

06/30/2011

TO: Chairman and members of the Finance Committee and Common Council

FROM: Bill Richardson, Assistant City Attorney

DATE: June 29, 2011

SUBJ: William Medina v. City of Kenosha

Confidential: Attorney/Client Privilege

On November 14, 2008, a City rescue squad was headed southbound on Green Bay Road, responding with lights and sirens activated, to the scene of a motor vehicle accident in the area. Due to this accident, the southbound lanes of traffic were blocked and the Med Unit crossed over to the northbound lanes continuing southbound. Traffic in the northbound lanes yielded the right-of-way to the emergency vehicle.

The rescue squad continued to sound the air horns to alert drivers as they approached the intersection of Green Bay Road and 55th Street. Mr. William Medina was in the innermost southbound lane of Green Bay Road attempting to make a left turn to head east on 55th Street. When the rescue squad was within 10 to 15 feet of the intersection, Mr. Medina pulled out in front of the rescue squad. The driver of the rescue squad immediately applied the brakes but was unable to stop and impacted the vehicle in the driver's side door. Mr. Medina's vehicle incurred severe damage and was towed from the scene. Mr. Medina suffered head, left shoulder and abdominal injuries and was transported to the United Hospital ER at 6308 8th Avenue.

Mr. Medina underwent surgery for acute appendicitis with additional surgery at a later date due to complications. Surgery to repair the left rotator cuff was performed on January 13, 2010 with physical therapy both pre- and post-op. Total medical expenses incurred are \$174,671.47 and wage loss is \$8,336.25. On March 14, 2011, the City received notice of claim from Attorney Kristin M. Cafferty. The claimant is seeking compensation from the City in the amount of \$250,000 for medical expenses, pain and suffering and disability.

Mr. Medina was cited for failure to yield the right-of-way to an authorized emergency vehicle. At the time of this accident, Mr. Medina's vehicle was covered by Progressive Insurance. Progressive reimbursed the City in full for the ambulance damage totaling \$9,926.62.

It is recommended that this claim be denied.

Wisconsin Motor Vehicle Accident Report

Police No. 08-1575

INSTRUCTIONS

Please use a Black Ink Pen or #2 Pencil.

Mark Areas as shown

Correct Mark

Incorrect Marks

Reportable Accident

County: **30** MUN/TWP: **52**

Accident Date: MONTH: **1** DAY: **4** YEAR: **08**

Time of Accident (Military Time): HOUR: **1** MIN: **53** SEC: **7**

Total Number: UNITS: **02** (S) **02** (R) **00** (B) KILLED: **00**

Hit & Run Government Property Unit # _____

Fire (Narrative) Photos Taken (Narrative)

Trailer or Towed (Narrative) Truck or Bus (Last Page)

Load Spillage Construction Zone

Names Exchanged

Sheet No. **10** OF **10**

ACCIDENT LOCATION

Public Highway, Intersection/Related

Public Highway, Non-Intersection

Parking Lot

Private Property or Road

Please Do Not Write In This Microfilm Space

Accident No. 11-14-08

Date 11-14-08

LATITUDE (GPS) Degrees: **12** Minutes: _____ Seconds: _____

LONGITUDE (GPS) Degrees: **13** Minutes: _____ Seconds: _____

ON: Hwy No. and / Street Name: **11** **STN 31 / Greenbay Rd** Estimated **0.00** FT. MI. **FROM:** Hwy No. and / Street Name: **10** **55ST**

Unit 1: Unit Number: **25** Unit Type: **Medicar** Total Number of Occupants: **1** Direction of Travel: **W**

Operator 1: NAME: **William** First M.I.: **MM** Speed Limit: **25** ADDRESS: **8411 Lexington Pl Apt 7** City & State: **Pleasant Prairie WI** ZIP: **53158** Phone Number: **914-5624** Driver's License Number: **M350-9208-0178-05** State: **WI** Exp. Year: **11/6**

Unit 2: Unit Number: **26** Unit Type: **Medicar** Total Number of Occupants: **1** Direction of Travel: **W**

Operator 2: NAME: **Matthew** First M.I.: **R** Speed Limit: **25** ADDRESS: **369700-529T** City & State: **Kenosha WI** ZIP: **53144** Phone Number: **653-7217** Driver's License Number: **M322-5567-7261-06** State: **WI** Exp. Year: **11/6**

On Duty Accident: 33 **25-18-30** 34 **27-21-77**

Severity: SEAT Position: **1** SAFETY Equipment: **1** AIRBAG: **1** EJECTED: **1**

TRAPPED/EXTRICATED: 35 **Not Trapped** 36 **Trapped/Not Extricated** 37 **Unknown** Medical Transport: **N**

Vehicle Owner: 38 **Same** 39 **Last Name** **First** M.I. **City of Kenosha**

Street Address: 40 **625-529T #208**

Year of Vehicle: 41 **2004** Make: **Honda** Model: **CRV** Body Style: **4-Dr** Color: **Black**

Vehicle ID Number: 42 **1HGCS25784L010623**

License Plate Number: 43 **405-LKN** Plate Type: **Aut** State: **WI** Exp. Year: **09**

Policy Holder's Name: 44 **City of Kenosha**

Liability Insurance Company: 45 **Progressive** Stat. # **346.19(1)**

Occupant: 46 **Unit Number** **6** NAME: **Schmelling** Last **Ken** First M.I. **City & State** **ZIP** 47 **3** 48 **1** 49 **1** 50 **1**

TRAPPED/EXTRICATED: 51 **Not Trapped** 52 **Trapped/Not Extricated** 53 **Unknown** Medical Transport: **Y** Agency Space: **3**

EMS Number: 54 **MV-1000 899**

Occupant Unit Number	NAME Last First M.I. Date of Birth Sex	Severity K A B C	SEAT Position	SAFETY Equipment	AIRBAG
	Schumacher Scott F	X	6	1	1) Deployed 2) Non Deployed 3) Not Applicable 4) Unknown
Address Same as Operator	ADDRESS Street & Number City & State ZIP	EJECTED	TRAPPED/EXTRICATED	Medical Transport	Agency Space
Yes No		1) Not Applicable 2) Not Ejected 3) Finally Ejected 4) Partially Ejected 5) Unknown	1) Not Applicable 2) Not Trapped 3) Trapped/Extricated 4) Trapped/Not Extricated 5) Unknown	Y	

Occupant Unit Number	NAME Last First M.I. Date of Birth Sex	Severity K A B C	SEAT Position	SAFETY Equipment	AIRBAG
					1) Deployed 2) Non Deployed 3) Not Applicable 4) Unknown
Address Same as Operator	ADDRESS Street & Number City & State ZIP	EJECTED	TRAPPED/EXTRICATED	Medical Transport	Agency Space
Yes No		1) Not Applicable 2) Not Ejected 3) Finally Ejected 4) Partially Ejected 5) Unknown	1) Not Applicable 2) Not Trapped 3) Trapped/Extricated 4) Trapped/Not Extricated 5) Unknown	Y N	

Type of Accident

1) First Harmful Event

Most Harmful Event

Unit Number	Unit Number
1) 2) 3) 4) 5) 6) 7) 8) 9) 10)	1) 2) 3) 4) 5) 6) 7) 8) 9) 10)

(select one per vehicle)

Collision With Object Not Fixed

1) Motor Vehicle In Transport	2) Parked Motor Vehicle	3) Deer	4) Pedalcycle	5) Pedestrian	6) Railway Train	7) Other Animal	8) Motor Vehicle In Transport In Other Roadway	9) Other Object (Not Fixed)
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Collision With Fixed Object

10) Traffic Sign Post	11) Traffic Signal	12) Utility Pole	13) Lum. Light Support	14) Other Post	15) Tree	16) Mailbox	17) Guardrail Face	18) Guardrail End	19) Median Barrier	20) Bridge Parapet End	21) Bridge Pier/Abut.	22) Impact Attenuator	23) Overhead Sign Post	24) Bridge Rail	25) Culvert	26) Ditch	27) Curb	28) Embankment	29) Fence	30) Other Fixed Object	31) Unknown
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Non-Collision

12) Overturn	13) Fire Explosion	14) Immersion	15) Jackknife	16) Other Non-Collision
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Driver Condition

Driver Factors (Or Pedestrians)

1) Appeared Normal	2) Reduced Alertness	3) Ability Impaired	4) Not Observed
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Presence

1) Neither Alcohol nor Drugs Present

2) Yes—Alcohol Present	3) Yes—Drugs Present	4) Yes—Alcohol & Drugs Present	5) Unknown
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Alcohol

AC Value

1) Test Not Given	2) Test Refused	3) Test Given, Alcohol Unknown	4) Test Given, No Alcohol Reported
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Drugs

1) Test Not Given	2) Test Refused	3) Test Given, Drugs Unknown	4) Test Given, No Drugs Reported	5) Drugs Reported (Specify Below)		
19) Marijuana	20) Cocaine	21) Opiates	22) Amphetamines	23) PCP	24) Other Drug Medication	25) Type Unknown

Unit #

Pedestrian Location

1) In Crosswalk	2) In Roadway	3) Not in Roadway	4) On Sidewalk	5) Walking not Facing Traffic	6) Disregarded Signal	7) Darting into Road	8) Dark Clothing	9) Walking Facing Traffic
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Manner of Collision

1) No Collision with Motor Vehicle in Transport

2) Rear-end

3) Head On

4) Rear to Rear

5) Angle

6) Sideswipe, Same Direction

7) Sideswipe, Opposite Direction

8) Unknown

Unit #

Darken Numbered Area(s) of Vehicle Damage

1) None

2) Undercarriage

3) Total (Damage to All Areas)

4) Other

5) Unknown

Extent of Damage

1) None	2) Very Minor	3) Minor	4) Moderate	5) Severe	6) Very Severe	7) Unknown
---------	---------------	----------	-------------	-----------	----------------	------------

Vehicle Towed Due to Damage

Vehicle Removed By

Unit #

Darken Numbered Area(s) of Vehicle Damage

1) None

2) Undercarriage

3) Total (Damage to All Areas)

4) Other

5) Unknown

Extent of Damage

1) None	2) Very Minor	3) Minor	4) Moderate	5) Severe	6) Very Severe	7) Unknown
---------	---------------	----------	-------------	-----------	----------------	------------

Vehicle Towed Due to Damage

Vehicle Removed By

Fixed Object Struck

PROPERTY OWNER

ADDRESS Street & Number City & State ZIP Phone Number

Govt. Damage Tag #

Draw Diagram of Accident & Indicate North with an arrow in the circle.

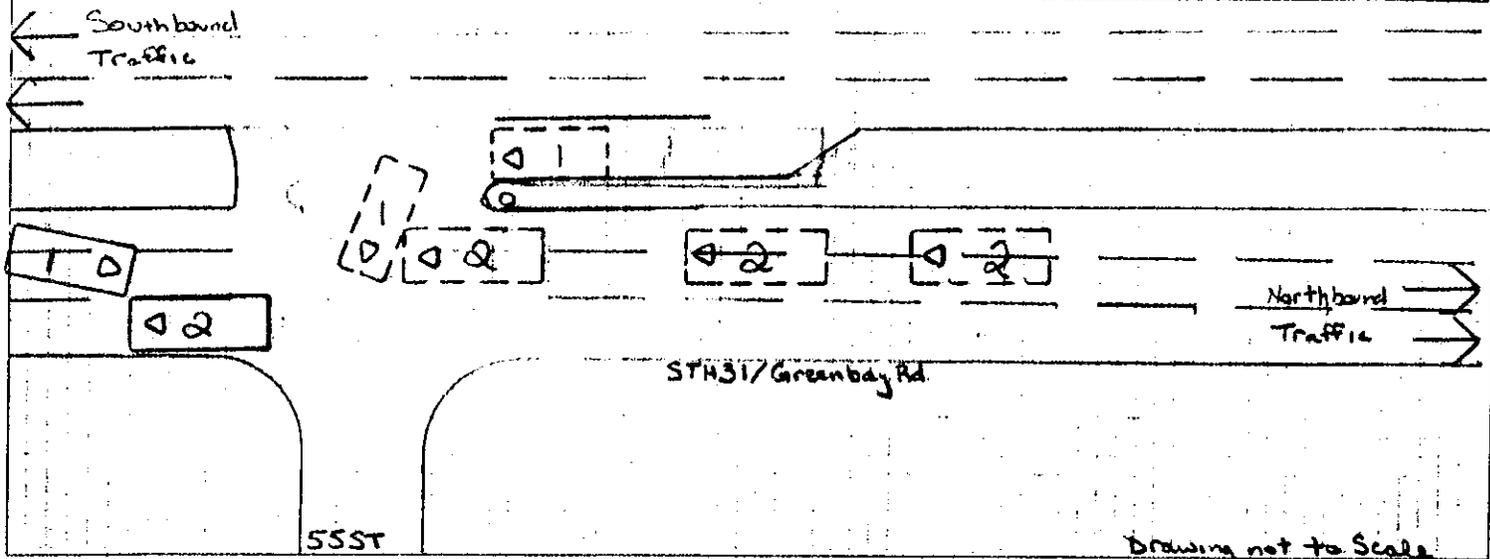


Pictorial Representation of Narrative

Supplemental Reports N Witness Statements N Measurements Taken N

Skidmarks to Impacts
Part 1 Part 2

Surface Type: _____



Drawing not to Scale

N V-1 was in the (L) turn lane of South Greenbay Rd attempting to make a (L) turn onto 55ST. V-2 was a red unit going emergency lights and sirens and was Southbound Greenbay Rd in the Southbound travelling South in the Northbound lanes responding to an injury accident. V-1 started to make the (L) turn as V-2 crossed 55ST and V-1 & V-2 collided.

A Driver V-1 transported to Kenosha Hospital for Head/Shoulder/Abdominal Injuries.

I Driver V-2 transported to Aurora Hospital for (R) Shoulder Pain.

V V-1 Towed by Jensen's Towing.

Photos By: **Officer Rivera 453**

What Drivers Were Doing		
Unit Number		Unit Number
<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)	119	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
<input type="checkbox"/> (6) <input type="checkbox"/> (7) <input type="checkbox"/> (8) <input type="checkbox"/> (9) <input type="checkbox"/> (10)		<input type="checkbox"/> (6) <input type="checkbox"/> (7) <input type="checkbox"/> (8) <input type="checkbox"/> (9) <input type="checkbox"/> (10)
<input type="checkbox"/> (1) Going Straight		<input type="checkbox"/> (1) Making Left Turn
<input type="checkbox"/> (2) Making Right Turn		<input type="checkbox"/> (2) Slowing or Stopping
<input type="checkbox"/> (3) Stopped in Traffic		<input type="checkbox"/> (3) Legally Parked
<input type="checkbox"/> (4) Violating No Passing Zone		<input type="checkbox"/> (4) Illegally Parked
<input type="checkbox"/> (5) Parking Maneuver		<input type="checkbox"/> (5) Backing Maneuver
<input type="checkbox"/> (6) Changing Lanes		<input type="checkbox"/> (6) Overtaking on Left
<input type="checkbox"/> (7) Overtaking on Right		<input type="checkbox"/> (7) Making U Turn
<input type="checkbox"/> (8) Turning on Red		<input type="checkbox"/> (8) Merging
<input type="checkbox"/> (9) Negotiating Curve		<input type="checkbox"/> (9) Other
<input type="checkbox"/> (10)		<input type="checkbox"/> (10)

WITNESS Last Name: Schuepp	First Name: James	M.I.:
ADDRESS Street & Number: 324 Mueller Av	Date of Birth: 4-27-66	
City & State: Twin Lake WI	Phone Number: (262) 992-9701	
ZIP: 53181		

ACCESS CONTROL

No Control (Unlimited Access)

Full Control (Only Ramp Entry/Exit)

Partial Control

ROAD TERRAIN

Part A

Straight

Curve

Part B

Level/Flat

Hill

LIGHT CONDITION

Daylight

Dark-Not Lighted

Dark-Lighted

Dawn

Dusk

Unknown

TRAFFIC WAY

Not Physically Divided (2-Way Traffic)

Divided Highway, Median Strip, without Traffic Barrier

Divided Highway, Median Strip, with Traffic Barrier

One-Way Traffic

Parking Lot or Private Property

ROAD SURFACE CONDITION

Dry

Wet

Snow/Slush

Ice

Sand, Mud, Dirt, Oil

Other

Unknown

WEATHER

Clear

Cloudy

Rain

Snow

Fog, Smog, Smoke

Sleet, Hail (Freezing Rain or Drizzle)

Blowing Sand, Soil, Dirt, Snow

Severe Crosswinds

Other

Unknown

RELATION TO ROADWAY

On Roadway

Parking Lot or Private Property

Shoulder (Other Than Shoulder within Median or Gore)

Median (Other Than Median within Gore)

Outside Shoulder-Left

Outside Shoulder-Right

Off Roadway-Location Unknown

On Ramp

Gore (Area between Ramp & Highway)

Unknown

Traffic Control		
Unit Number		Unit Number
<input checked="" type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)	120	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
<input type="checkbox"/> (6) <input type="checkbox"/> (7) <input type="checkbox"/> (8) <input type="checkbox"/> (9) <input type="checkbox"/> (10)		<input type="checkbox"/> (6) <input type="checkbox"/> (7) <input type="checkbox"/> (8) <input type="checkbox"/> (9) <input type="checkbox"/> (10)
<input checked="" type="checkbox"/> No Control		<input type="checkbox"/> (1) Traffic Signal Operating
<input type="checkbox"/> (2) Traffic Signal Flashing		<input type="checkbox"/> (2) Stop Sign
<input type="checkbox"/> (3) Stop Sign with Flasher		<input type="checkbox"/> (3) Warning
<input type="checkbox"/> (4) Warning		<input type="checkbox"/> (4) Warn Sign with Flasher
<input type="checkbox"/> (5) Yield Sign		<input type="checkbox"/> (5) Traffic Control Person
<input type="checkbox"/> (6) Traffic Control Person		<input type="checkbox"/> (6) RR-Sign Signal
<input type="checkbox"/> (7) RR-Sign Signal		<input type="checkbox"/> (7) Other
<input type="checkbox"/> (8) Other		<input type="checkbox"/> (8)
<input type="checkbox"/> (9) Unknown		<input type="checkbox"/> (9)
<input type="checkbox"/> (10)		<input type="checkbox"/> (10)

Officer's Opinion of Possible Contributing Circumstances

Driver Factors

Unit Number	Unit Number
1) Exceeding Speed Limit	1) Exceeding Speed Limit
2) Speed Too Fast/Condition	2) Speed Too Fast/Condition
3) Fail to Yield Right of Way	3) Fail to Yield Right of Way
4) Inattentive Driving	4) Inattentive Driving
5) Following Too Close	5) Following Too Close
6) Improper Turn	6) Improper Turn
7) Left of Center	7) Left of Center
8) Disregarded Traffic Control	8) Disregarded Traffic Control
9) Improper Overtaking	9) Improper Overtaking
10) Unsafe Backing	10) Unsafe Backing
11) Failure to Have Control	11) Failure to Have Control
12) Driver Condition	12) Driver Condition
13) Physically Disabled	13) Physically Disabled
14) Other	14) Other

Vehicle Factors

Unit Number	Unit Number
1) Brake System	1) Brake System
2) Tires	2) Tires
3) Steering System	3) Steering System
4) Turn Signals	4) Turn Signals
5) Head Lamps	5) Head Lamps
6) Stop Lamps	6) Stop Lamps
7) Tail Lamps	7) Tail Lamps
8) Disabled in Prior Accident	8) Disabled in Prior Accident
9) Other Disabled	9) Other Disabled
10) Mirrors	10) Mirrors
11) Suspension System	11) Suspension System
12) Other	12) Other

Highway Factors

Unit Number	Unit Number
1) Snow, Ice or Wet	1) Snow, Ice or Wet
2) Narrow Shoulder	2) Narrow Shoulder
3) Low Shoulder	3) Low Shoulder
4) Soft Shoulder	4) Soft Shoulder
5) Loose Gravel	5) Loose Gravel
6) Rough Pavement	6) Rough Pavement
7) Debris From Prior Accident	7) Debris From Prior Accident
8) Other Debris	8) Other Debris
9) Sign Obscured or Missing	9) Sign Obscured or Missing
10) Narrow Bridge	10) Narrow Bridge
11) Construction Zone	11) Construction Zone
12) Visibility Obscured	12) Visibility Obscured
13) Other	13) Other

OFFICER INFORMATION

Last: Officer D. Wienke First: M.L.

Law Enforcement Agency Address: 121000-55 ST

City & State: Kenosha WI ZIP: 53146

Phone Number: (262) 605-5015

Agency #: 120 Enforcement Agency: Kenosha PD Officer ID #: 131 461

Date Notified

MONTH	DAY	YEAR
<input type="radio"/> Jan	<input type="radio"/> 1	<input type="radio"/> 08
<input type="radio"/> Feb	<input type="radio"/> 2	<input type="radio"/> 08
<input type="radio"/> Mar	<input type="radio"/> 3	<input type="radio"/> 08
<input type="radio"/> Apr	<input type="radio"/> 4	<input type="radio"/> 08
<input type="radio"/> May	<input type="radio"/> 5	<input type="radio"/> 08
<input type="radio"/> June	<input type="radio"/> 6	<input type="radio"/> 08
<input type="radio"/> July	<input type="radio"/> 7	<input type="radio"/> 08
<input type="radio"/> Aug	<input type="radio"/> 8	<input type="radio"/> 08
<input type="radio"/> Sept	<input type="radio"/> 9	<input type="radio"/> 08
<input type="radio"/> Oct	<input type="radio"/> 10	<input type="radio"/> 08
<input type="radio"/> Nov	<input type="radio"/> 11	<input type="radio"/> 08
<input type="radio"/> Dec	<input type="radio"/> 12	<input type="radio"/> 08

Time Notified (Military Time)

HOUR	MIN.
<input type="radio"/> 1	<input type="radio"/> 5
<input type="radio"/> 2	<input type="radio"/> 6
<input type="radio"/> 3	<input type="radio"/> 7
<input type="radio"/> 4	<input type="radio"/> 8
<input type="radio"/> 5	<input type="radio"/> 9
<input type="radio"/> 6	<input type="radio"/> 10
<input type="radio"/> 7	<input type="radio"/> 11
<input type="radio"/> 8	<input type="radio"/> 12
<input type="radio"/> 9	<input type="radio"/> 13
<input type="radio"/> 10	<input type="radio"/> 14

Time Arrived (Military Time)

HOUR	MIN.
<input type="radio"/> 1	<input type="radio"/> 5
<input type="radio"/> 2	<input type="radio"/> 6
<input type="radio"/> 3	<input type="radio"/> 7
<input type="radio"/> 4	<input type="radio"/> 8
<input type="radio"/> 5	<input type="radio"/> 9
<input type="radio"/> 6	<input type="radio"/> 10
<input type="radio"/> 7	<input type="radio"/> 11
<input type="radio"/> 8	<input type="radio"/> 12
<input type="radio"/> 9	<input type="radio"/> 13
<input type="radio"/> 10	<input type="radio"/> 14

Date of Report

MONTH	DAY	YEAR
<input type="radio"/> Jan	<input type="radio"/> 1	<input type="radio"/> 08
<input type="radio"/> Feb	<input type="radio"/> 2	<input type="radio"/> 08
<input type="radio"/> Mar	<input type="radio"/> 3	<input type="radio"/> 08
<input type="radio"/> Apr	<input type="radio"/> 4	<input type="radio"/> 08
<input type="radio"/> May	<input type="radio"/> 5	<input type="radio"/> 08
<input type="radio"/> June	<input type="radio"/> 6	<input type="radio"/> 08
<input type="radio"/> July	<input type="radio"/> 7	<input type="radio"/> 08
<input type="radio"/> Aug	<input type="radio"/> 8	<input type="radio"/> 08
<input type="radio"/> Sept	<input type="radio"/> 9	<input type="radio"/> 08
<input type="radio"/> Oct	<input type="radio"/> 10	<input type="radio"/> 08
<input type="radio"/> Nov	<input type="radio"/> 11	<input type="radio"/> 08
<input type="radio"/> Dec	<input type="radio"/> 12	<input type="radio"/> 08

Truck & Bus Accident Information (This Section Must Be Completed for Each Truck or Bus Involved in this Accident.)

When To Use This Section: *Did the accident involve...*

Part A

A truck with at least two axles and six tires? Y N

A truck with a hazardous materials placard? Y N

A bus designed to carry 16 or more persons, including the driver? Y N

STOP! If all the responses to Part A are "NO" do not complete this Truck & Bus Accident Information Section. If there are any "YES" answers, continue to Part B.

Part B

Any person who was fatally injured? Y N

Any injured person who required transport for immediate medical treatment? Y N

One or more vehicles that had to be towed from the scene as a result of the accident? Y N

STOP! If all the responses to Part B are "NO" do not continue. If there are any "YES" answers, please complete this Truck & Bus Accident Information Section...

Hazardous Material Information

137 • Hazardous Material Class Numbers (1-2 digit):

• Hazardous Material "UN" Numbers (4 digit):

• Hazardous Material Placard Displayed? Y N

• Hazardous Cargo was Released? Y N

List the Hazardous Material(s) by Name in this Load:

List the Name(s) of Released Hazardous Material(s):

Carrier Information

• Interstate Carrier? Y N

Carrier Name:

Carrier Identification Numbers

US DOT: IC:

ICC MC: IC:

Carrier Address:

Source:

- Vehicle Side
- Shipping Papers
- Trip Manifest
- Driver
- Log Book

Vehicle Information

Vehicle Configuration

1) 2) 3) 4) 5) 6) 7) 8) 9) 10)

Gross Vehicle Weight Rating: LBS

Total # of Axles:

Cargo Body Type

1) 2) 3) 4) 5)

6) 7) 8) 9) 10)

SEQUENCE OF EVENTS FOR THIS VEHICLE

1) 2) 3) 4) Ran off Road

1) 2) 3) 4) Jackknife

1) 2) 3) 4) Overtaken (Rebover)

1) 2) 3) 4) Downhill Runaway

1) 2) 3) 4) Cargo Loss or Shift

1) 2) 3) 4) Explosion or Fire

1) 2) 3) 4) Separation of Units

1) 2) 3) 4) Collision Involving Pedestrian

1) 2) 3) 4) Collision Involving Motor Vehicle in Transp.

1) 2) 3) 4) Collision Involving Parked Motor Vehicle

1) 2) 3) 4) Collision Involving Train

1) 2) 3) 4) Collision Involving Pedalcycle

1) 2) 3) 4) Collision Involving Animal

1) 2) 3) 4) Collision Involving Fixed Object

1) 2) 3) 4) Collision Involving Other Object

1) 2) 3) 4) Other

County of Kenosha Sheriff Dept.

Date of Birth: 7/21/77

Name: Matthew Mitacek Address: 10200 64th Ave

City: Pleasant Prairie State: WI Zip: 53158

Phone: 262-515-3099 Place of Employment: Kenosha Fire Dept.

On 11/14/08 3:40 pm at 55th St & Hwy 31, I saw and heard the following:

(In your own words, describe WHO did WHAT, WHERE, WHEN, WHY and HOW, be accurate and complete.)

PLEASE PRINT

I was driving Med 7 to the accident scene of 56th St and Hwy 31. We were responding with lights & siren activated. The original accident had blocked traffic in the Southbound Ln. Med 7 crossed over to Northbound Lanes at the first median crossover South of 52nd St. Northbound traffic yielded the right of way. I proceeded South in the West Most Northbound Ln. There were two vehicles at the 55th St median crossover. I continued sounding the air horns to alert drivers as we approached the intersection. The black sedan was one of the two cars at the 55th St intersection. Med 7 was within 10 to 15 feet of the intersection when the black sedan pulled out in front of me. I immediately hit the brakes but impacted the black sedan on drivers door. Med 7 carried forward another couple feet after impact.

I have made the above statement without any threats or promises. It is my desire to state the true facts as to this incident. I have read the above statement and find it is true and correct.

Witness: [Signature] 461

Signed: [Signature]

Date: 11/14/08

If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.

Finance Agenda #10

RECORDS BUREAU

County of Kenosha Sheriff Dept.

Date of Birth: 4-27-1966

Name: James Schuppe

Address: 324 Mueller Ave

City: Twin Lakes

State: WI

Zip: 53181

Phone: 262-492-9701

Place of Employment: City of Kenosha Fire

On 11-14-08, at Hwy 31 & 55 St.

I saw and heard the following:

(In your own words, describe WHO did WHAT, WHERE, WHEN, WHY and HOW, be accurate and complete.)

PLEASE PRINT

I was following Med 7 in Truck 7 south bound on Hwy 31. Med 7 decided to cross the median to on coming traffic. Seeing the traffic ahead I remained in the southbound lane to assist in blocking traffic as instructed by the officer of Engine 7. The car involved was in the center area between the north & south bound lanes at the junction of 55 St & Hwy 31. As I approached the junction med 7 was approx 300 ft in front of TM in the northbound lanes traveling south. As med 7 approached the junction of 55 St & Hwy 31 the car involved exselerated quickly trying to cross the northbound lanes cutting right in front of Med 7. I then approached the scene and stopped to assist at the point of impact.

End of Report

I have made the above statement without any threats or promises. It is my desire to state the true facts as to this incident. I have read the above statement and find it is true and correct.

Witness: [Signature]
461

Signed: [Signature]
Date: 11-14-08

If your statement is not returned to our department at 1000 - 55th Street, Kenosha, Wisconsin 53140, in person or by mail within 5 days from the time of the complaint, your complaint will be cancelled.

Finance Agenda #10

Motor Vehicle Accident 2008-157525 11-14-08 @ 1537 hours
STH 31 / Greenbay Road @ 55 Street

Kenosha Police Department
 1000 - 55 Street, Kenosha, WI. 53140
 Ph: 262-605-5210

Accident Investigator: P.O. M.W.Madsen #464
 MV 4000 Document Number: 8794784

Reference Point: Intersecting Curb Lines of STH 31 / Greenbay Road @ 55 Street - S.E. Corner

Description

Point of Impact
 #1 Skid Mark - Start
 #1 Skid Mark - End
 #2 Skid Mark - End
 #2 Skid Mark - End
 #3 Skid Mark - End
 #3 Skid Mark - End

North	South	East	West
9.7			23.8
11			23.1
6.6			22.3
3.8			21.7
1.5			21
	5		19.6
	7.4		19.1

Med Unit - WI Muni "57490"

Driver Side Rear Tire
 Passenger Side Rear Tire
 Driver Side Front Tire
 Passenger Side Front Tire

North	South	East	West
	14.9		9.9
	15.6		18
	29.5		7.3
	30.2		15.4

Black 4Dr Honda - WI "405LKN"

Driver Side Rear Tire
 Passenger Side Rear Tire
 Driver Side Front Tire
 Passenger Side Front Tire
 Vehicle Piece

North	South	East	West
	66.7		24.6
	68.8		19
	57.9		22.2
	60.6		16.5
	22.9		29.5

Debris Field

Start
 West
 South East
 South West

North	South	East	West
	2.6		27.1
	33.6		33.8
	56.2		1
	68.8		33.5

Madsen
 11-14-08 @ 1515 HRS

DESCRIP	N	S	E	W
P.O.I	9' 7"			23' 8"
SKID - START	11' 0"			23' 1"
SKID - END	6' 6"			22' 13"
SKID - START	3' 10"			21' 13"
SKID - END	1' 5"			21' 0"
	N	S	E	W
SKID - START		5' 11"		19' 6"
SKID - END		4' 11"		19' 1"
MED UNIT "57490"				
D D		14' 4"		9' 9"
P R		5' 9"		18' 10"
D R		29' 11"		7' 11"
P R		30' 8"		15' 4"
AUTO PIECE		22' 1"		29' 5"
1 HGES 257846010623				
BUK HONDA 4DR "405 LKN"				
P F		60' 8"		16' 5"
D F		57' 1"		22' 18"
P R		68' 8"		19' 10"
D R		64' 11"		24' 9"
DEBRIS FIELD				
START		2' 8"		27' 1"
W		33' 8"		33' 8"
SE		56' 12"		1' 18"
SW		68' 18"		33' 15"

TO: Chairman and members of the Finance Committee and Common Council
FROM: Bill Richardson, Assistant City Attorney
DATE: June 29, 2011
SUBJ: Jessica Medina v. City of Kenosha

Confidential: Attorney/Client Privilege

Jessica Medina is the spouse of William Medina who was injured in a November 14, 2008 motor vehicle accident at the intersection of Green Bay Road and 55th Street that involved a City rescue squad. Mr. Medina alleges the acute appendicitis and rotator cuff injury for which he received medical treatment are attributable to this motor vehicle accident.

On March 14, 2011, the City received notice of claim from Attorney Kristin M. Cafferty. The claimant is seeking compensation from the City in the amount of \$50,000.00 due to the loss of society and companionship of her spouse, William Medina as a result of his injuries incurred in the accident.

It is recommended that this claim be denied.