

PLEASE NOTE DATE AND TIME

**AGENDA
SPECIAL FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, July 12, 2010
6:00 P.M.**

Chairman: David F. Bogdala

Vice Chair: Daniel L. Prozanski, Jr.

Alderman: Katherine Marks

Alderman: Eric J. Haugaard

Alderman: Tod Ohnstad

Alderman: Theodore Ruffalo

Call to Order

Roll Call

Approval of the minutes of the regular meeting held June 21, 2010.

1. 2010 Justice Assistance Grant (JAG) Program. (PSW-Recommendation Pending)
2. Proposed Resolution by the Mayor - To Authorize the Submittal of State Grant Applications by the City of Kenosha and the Subsequent Appropriation to the City of Kenosha for the Wisconsin Plant Recovery Initiative Assessment Money (WAM) – Community Managed Funds.
3. Approve Temporary Limited Easement between the City of Kenosha for the 27th Street Right-of-Way from 39th Avenue to 47th Avenue. (5th District)
 - a. Paul Evans
 - b. Kenosha Unified School District
(PW-Ayes 6: Noes 0)
4. Approve Acquisition of Rights for the West Frontage Road Project from 60th Street to 71st Street. (17th District)
 - a. Country Inn of Kenosha
 - b. Evelyn Roberts
(PW-Ayes 6: Noes 0)
5. Offer to Purchase Agreement by the City of Kenosha to the Bank of Kenosha for the property at 5915 Sheridan Road in the amount of \$75,000.00. (2nd District) (CP – Approve *with the recommendation to change purchase price to \$53,600*-Ayes 5: Noes 2)
6. Proposed Ordinance by Alderperson Patrick Juliana - To Amend Subsection 1.03 B. Paragraph 2, (*of the Code of General Ordinances*), Regarding Majority. (PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-DENY-Ayes 4: Noes 1; LP-Recommendation Pending)
7. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.2. (*of the Code of General Ordinances*), Regarding Committee Composition. (PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-Ayes 4: Noes 1; LP-Recommendation Pending)
8. Proposed Ordinance by Alderperson Patrick Juliana - To Repeal and Recreate Subsection 1.03 C.6. (*of the Code of General Ordinances*), Regarding Agenda of Committee. (PW-Motion to Approve Failed-Ayes 2: Noes 4; PSW-DENY-Ayes 5: Noes 0; LP-Recommendation Pending)
9. Per Diem Requests to Attend the American Water Works Annual Conference on June 22, 2010:
 - a. Alderman Green - \$100.00
 - b. Alderman LaMacchia - \$100.00
(Deferred from June 21, 2010 Meeting)

10. Mid year budget review presentation by City Administrator Pacetti.
11. Proposed Resolution by Finance Committee – To Provide a Contribution for Attorney Fees Incurred by Richard Meeker (*Request of Richard F. Meeker for reimbursement of legal fees incurred in prosecuting an employment claim against the City*) **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §§ 19.85(1)(c), (f), and (g) to consider the compensation or performance evaluation data, the financial, social, personal history, or disciplinary data of specific public employees; counsel for the City may be available to render oral advice with regard to litigation strategy. The Common Council may or may not reconvene into open session for purposes of holding a hearing and making a final determination.**

**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**

website: www.kenosha.org 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 21, 2010**

A meeting of the Finance Committee held on Monday, June 21, 2010 in Room 204 at the Kenosha Municipal Building was called to order at 5:36 p.m. by Chairman Bogdala.

At roll call, the following members were present: Aldermen Marks, Ruffalo, and Bogdala. Aldermen Prozanski & Ohnstad were excused.

It was moved by Alderman Ruffalo, seconded by Alderman Haugaard, to approve the minutes of the regular meeting held Monday, June 7, 2010. Motion carried unanimously.

1. Proposed Resolutions by Finance Committee - To Specially Assess Certain Parcels of Property per List on File in the Office of the City Clerk for:
 - a. Grass & Weed Cutting - \$19,809.50
 - b. Reinspection Fees - \$1,552.00
 - c. Boarding and Securing - \$2,312.26

It was moved by Alderman Marks, seconded by Alderman Haugaard to approve. Motion carried unanimously.

2. Proposed Resolution by Finance Committee – To Specially Assess the Property at 5553 32nd Avenue, Which has Been Declared a Nuisance Property (per Section 16.151 D(1) of the Code of General Ordinances), for Costs for Law Enforcement by the City of Kenosha Police Department in the amount of \$300.00 (Miscellaneous Assessment).

It was moved by Alderman Haugaard, seconded by Alderman Marks to approve. Motion carried unanimously.

3. Proposed Resolutions by Finance Committee – To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in Street Right-of-Way within the City per List on File in the Office of the City Clerk for:
 - a. Project #09-1016 (38th Avenue – Roosevelt Rd to 73rd Street, 41st Place - 19th Avenue to 100' East of 18th Avenue, 18th Avenue - 43rd Street to 41st Place, 87th Place - 35th Avenue to 34th Avenue) (6th, 13th, & 14th Districts) - \$12,640.32
 - b. Project #09-1021 (64th Street - 26th Avenue to 24th Avenue, 69th Street - 18th Avenue to 16th Avenue, 26th Avenue - 80th Street to Lincoln Road)(12th & 13th Districts)-\$4,824.64
 - c. Project #09-1208 (Citywide Locations) (All Districts) - \$14,610.03
 - d. Project #08-1015 New Road Construction – KAT Subdivision (3402 45th Street & 3500 45th Street) (10th District) - \$13,563.06

It was moved by Alderman Ruffalo, seconded by Alderman Haugaard to approve. Motion carried unanimously.

4. Per Diem Requests to Attend the American Water Works Annual Conference on June 22, 2010:
 - a. Alderman Green - \$100.00
 - b. Alderman Michalski - \$100.00
 - c. Alderman LaMacchia - \$100.00

It was moved by Alderman Haugaard, seconded by Alderman Marks to separate b from a & c. Motion carried unanimously. It was moved by Alderman Marks, seconded by Alderman Haugaard to deny item b. Motion carried unanimously. It was moved by Alderman Haugaard, seconded by Ruffalo to defer item a & c to the next meeting. Motion carried unanimously.

5. Request from Alderman Misner to pay an invoice from The Shop Consulting, Inc. in the amount of \$443.90.

It was moved by Alderman Ruffalo, seconded by Alderman Haugaard to approve. Motion carried unanimously.

6. Disbursement Record #10 – \$13,899,528.20

It was moved by Alderman Ruffalo, seconded by Alderman Haugaard to approve. Motion carried unanimously.

7. Proposed Resolution by Finance Committee - To Levy A Special Tax Upon Certain Parcels of Land (Within the City Of Kenosha Pursuant to §5.11F. of the Code of General Ordinances), Entitled "Sidewalks and Alleys to be Kept Clean by Responsible Party - Emergency Enforcement" (Snow Removal from Sidewalks) – If Invoices Therefor Are Not Paid Within Thirty (30) Days of Issuance.

It was moved by Alderman Ruffalo, seconded by Alderman Haugaard to approve. Motion carried unanimously.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:12pm.

***NOTE: Minutes are unofficial until approval by the Finance Committee scheduled for July 12, 2010.**

Kenosha Police Department
Public Safety Building
1000 - 55th Street
Kenosha, WI 53140-3794
(262) 605-5200



JOHN W. MORRISSEY
Chief of Police

WILLIAM J. BRYDGES
Assistant Chief of Police

THOMAS W. GENTHNER
Assistant Chief of Police

July 12, 2010

To : Mayor Keith Bosman
Finance Committee Members
Public Safety & Welfare Committee Members

From : Chief John W. Morrissey *J*

Re : 2010 Justice Assistance Grant (JAG) Program

The 2010 Edward Byrne Memorial Justice Assistance Grant program allocated money to the State of Wisconsin and then to individual counties. Kenosha County was allocated \$61,157.00. The total allocation included Kenosha County and the City of Kenosha. The grant requirements indicated that the jurisdictions were required to submit a Memorandum of Understanding (MOU) in how the funds would be allocated. The following allocations were agreed upon by the law enforcement agencies, Kenosha County Sheriff's Department \$24,463 (40%) and the Kenosha Police Department \$36,694 (60%).

The Kenosha Police Department intends to purchase 15 replacement laptop computers, a color printer, a projection system for the training room, a computer and multi screen monitor for the operations center and a 5 year agreement for internet service for the police department

The proposed project will purchase fifteen laptops to replace existing outdated /unserviceable units. This is part of an existing replacement schedule. The current internet agreement expires and this will ensure internet service for the next five year for the police department. The color printer will replace an outdated and unserviceable unit that was purchased in 2003. The department intends to purchase an overhead projection system for the training room. The system would facilitate the presentation of information and training. The system will include an overhead projector, related audio and visual hardware and a wall mounted screen. The computer and multi screen monitor for the operations office will allow supervision to monitor the AVL system, Dispatch Screen, MDC messaging system and continue to work on computer applications.



The following is a Proposed Project Budget:

15-Laptop Computers @ \$859.00 each	\$12,885.00
Projection System	\$ 4,000.00
5-Year Internet Provider Agreement	\$16,300.00
Color Printer	\$ 1,109.00
Multi Screen Monitor and Computer	\$ 2,400.00
Total	\$36,694.00

The dollar amounts provided are estimates only, but are based on initial research of approximate cost. We are required to submit a proposed project budget and narrative during the initial grant submission. The dollar amount per item can be adjusted as long as the project description does not change.

For your information only, the Kenosha Sheriff's Department has submitted the following items for their portion of the grant.

10-Patrol Rifles @ \$800.00 each	\$8,000.00
Snowmobile Trailer	\$2,900.00
Computer Voice Stress Analyzer Upgrade	\$3,000.00
14-Snowmobile Helmets	\$3,143.00
14-microphones for Snowmobile Helmets	\$1,420.00
4-Automatic Electronic Defibrillators	\$6,000.00
Total	\$24,463.00

I am requesting that you approve the Memorandum of Understanding for the 2010 Edward Byrne Memorial Grant Program. If you have any questions or need further information please let me know.

Cc: Kenosha Common Council Members
City Administrator Frank Pacetti
Captain Ronald Bartholomew

GMS APPLICATION NUMBER 2010-H8475-WI-DJ

**BJA FY 2010 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
INTERGOVERNMENTAL AGREEMENT**

By And Between

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

and

**THE COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Quasi-Municipal Corporation**

THIS AGREEMENT is made and entered into by and between the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 625 - 52nd Street, Kenosha, Wisconsin 53140 (hereinafter "**CITY**"), and the **COUNTY OF KENOSHA, WISCONSIN**, a Wisconsin quasi-municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 1010 - 56th Street, Kenosha, Wisconsin 53140 (hereinafter "**COUNTY**").

WHEREAS, CITY, and COUNTY, maintain separate, and independent, law enforcement agencies in the performance of their respective governmental functions, which agencies are fully funded from current revenues legally available to the parties; and,

WHEREAS, CITY has made application (**NUMBER 2010-H8475-WI-DJ**) for a Grant, under the 2010 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, administered by the United States Department of Justice, Office of Justice Programs; and,

WHEREAS, the proposed Grant, as provided by the United States Department of Justice, Office of Justice Programs, stipulates that funds are to be allocated to the **CITY, and COUNTY**, and that the award be approved and accepted by the respective governing bodies; and

WHEREAS, the **CITY, and COUNTY**, find the acceptance of the 2010 Edward Byrne Justice Assistance Grant in the amount of \$61,157.00 and the allocation of Grant funds to be in the public interest and the best interest of all parties.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, **CITY, and COUNTY** agree as follows:

SECTION I

CITY agrees to pay **COUNTY** a total sum of Twenty Four Thousand Four Hundred Sixty Three (\$24,463.00) Dollars of JAG funds.

SECTION II

COUNTY agrees to use a total sum of Twenty Four Thousand Four Hundred Sixty Three (\$24,463.00) Dollars of JAG funds for the Law Enforcement Program for the period of October 01, 2009 to September 30, 2013.

SECTION III

Nothing in the performance of this Agreement shall impose any liability for claims against **COUNTY** other than claims for which liability may be imposed by the laws of the State of Wisconsin.

SECTION IV

Nothing in the performance of this Agreement shall impose any liability for claims against **CITY** other than claims for which liability may be imposed by the laws of the State of Wisconsin.

SECTION V

CITY and **COUNTY** will be responsible for their own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION VI

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

SECTION VII

By entering into this Agreement, **CITY**, and **COUNTY** do not intend to create any obligations, express or implied, other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

SECTION VIII

CITY and **COUNTY** certify that they have authority under their respective organizational structure and governing laws to accept the Byrne Justice Assistance Grant and execute this Agreement. This Agreement was approved by the Common Council of **CITY** at a duly noticed and convened meeting held on the ___ day of _____, 2010. This Agreement was approved by the Board of Supervisors of **COUNTY** at a duly noticed and convened meeting held on the ___ day of _____, 2010.

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
Keith Bosman, Mayor
Date: _____

BY: _____
Michael Higgins,
City Clerk/Treasurer
Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **Keith Bosman, Mayor**, and **Michael Higgins, City Clerk/Treasurer**, of the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.
My _____ Commission

expires/is: _____

**2010 Justice Assistance Grant
2010-H8475-WI-DJ**

Program Narrative

"2010 Kenosha Police Department Equipment Update"

The Kenosha Police Department intends to purchase 19 laptop computers to replace outdated computers currently in squads. The laptops will be used with the existing infrastructure for information sharing.

The systems will allow officers to communicate with each other, dispatch and supervision. With radio systems being overburdened, routing some communication to squad computer based programs will prove beneficial, and in time unavoidable. The systems would also provide for more discreet and secure transmission of law enforcement information to officers of multiple law enforcement agencies within Kenosha County Wisconsin.

We also intend to use the specially designed computers in our patrol vehicles for purposes other than communication. The equipment will allow officers to complete some reports and other documents while in the car instead of at the public safety building. The machines will be of sufficient speed and capacity to view wirelessly transmitted maps and photographs and provide a basis from which to expand into other paperless documents and information exchange. The ability to quickly confirm identification and to share information is paramount to today's law enforcement duties.

The computers will be used with recently upgraded radio modems and will be compatible with communication systems, networks, and in-car digital recorders. By having the systems installed in each patrol vehicle we expect to save officers time and thereby enhance our ability to effectively and proactively patrol the city.

The Kenosha Police Department is a relatively young department and has focused on training new officers prior to road work. The department intends to purchase an overhead projection system for the training room. The system would facilitate the presentation of information and training. The system will include an overhead projector, related audio and visual hardware and a wall mounted screen.

We also would like to purchase a color printer for mass projects for crime prevention programs as well as mug shot printing for attempt to locate posters.

The Kenosha Police Department would like to better utilize the office space for the operations center of the KPD. We would like to install a computer system with 4 monitor screens to allow for the AVL System, Dispatch Screen, MDC messaging system and MS Office.

The operation of the Kenosha Police Department relies on the use of the Internet. A contract for 4 years with the current carrier will maintain the needed service.

**2010 Justice Assistance Grant
2010-H8475-WI-DJ**

Project Description - Program Narrative

**2010 Kenosha Sheriff's Department
Law Enforcement Equipment Program**

As funding resources shrink or disappear, it becomes more difficult to obtain the funding necessary to maintain and replace vital equipment. The Kenosha County Sheriff's Department Law Enforcement Equipment Program is designed to purchase equipment with grant-funded items to benefit the citizens of Kenosha County. The Kenosha County Sheriff's Department plans to purchase a Snowmobile Trailer to transport our Department Snowmobiles to serious incidents, 14-helmets for the Snowmobile Unit for more safety for the Team Members, along with 14-specialized microphones to provide more reliable communications with the Team members while on duty. The Department also will plan to purchase 10-rifles to complete the transition of the Department from Shotguns to rifles, for more safety for the Deputies. The Department also plans to purchase an upgrade to the current Computer Stress Voice Analyzer to give our Deputies and detectives better tools in investigations, and 4-Automtatic Electronic Defibrillators to allow the Department to provide more immediate response in cardiac incidents. This is a no match Grant and adds no dollars to the levy. It increases revenue by \$24,463.00 and expenditures by \$24,463.00

Different levels of government have their own budget cycles and funding priorities. Our officers accept the risks they take every day. We task our Deputies to do more each day, without the benefit of additional manpower. The one area where Law Enforcement is moving forward today is in the area of equipment and technology. The addition to any Department's inventory of new technology and equipment allows the Officer's of that Department to do more with less. In this era of ever more sophistication by criminals, it is important that Law Enforcement keeps up with the tools available to combat these increasingly complex crimes, provide safer equipment to utilize while on duty, and provide options in the case of emergency to help save lives.

The public expects that their Law Enforcement Agencies will solve the crimes that occur in their Community. What they do not understand is the constraints that budgets put on Law Enforcement, even more accurate now in this time of economic downturn. They just want to see crimes dealt with, and don't want to hear any excuses why they weren't. That is why it is important for Law Enforcement to have the ability to use these monies to support the Communities expectations and needs.

The Kenosha County Sheriff's Department depends on alternative sources of funds, such as the

Justice Assistance Grant (JAG) Program, to provide funding to support law enforcement to take advantage of these new technologies and the upgrading of current equipment.

This will be approved by Resolution before the Kenosha County Board of Supervisors at their meeting on July 20th, 2010.

Kenosha County Sheriff's Department
Purpose Area #1 - Equipment
Project Description

The grant-funded items will allow our Department to upgrade and enhance law enforcement equipment:

The Department will purchase semi-automatic rifles for all Patrol squads along with accessories and ammunition for Officer Safety.

The Department will purchase AEDs (Automatic Electronic Defibrillators) to help save lives in the County.

The Department will purchase an Upgrade to the Computer Voice Stress Analysis System to enhance investigations.

The Department will purchase a Snowmobile Trailer to use in transporting snowmobiles to incidents.

The Department will purchase Snowmobile Helmets to give additional safety to the Snowmobile Team members while on duty.

The Department will purchase specialized microphones for the Snowmobile team for more reliable communications to help enhance safety and response to incidents.

**Kenosha Police Department
JAG 2010 Equipment List**

19-Laptop Computers @ \$850.00 each	\$16,145.00
Projection System	\$ 4,000.00
Internet Provider Agreement	\$13,040.00
Color Printer	\$ 1,109.00
Multi Screen Monitor and Computer	\$ 2,400.00
Total	\$36,694.00

The internet provider contract was changed to comply with the length of the grant requirements by eliminating a year from the contract. The budget amount was reduced. The current internet service is provided under a technology grant and expires as of September 30, 2010. The total amount is less than \$100,000.

**Kenosha Sheriff's Department
JAG 2010 Equipment List**

10-Patrol Rifles @ \$800.00 each	\$8,000.00
1-Snowmobile Trailer	\$2,900.00
This is not considered a motor vehicle under WI law no license or registration are required.	
Computer Voice Stress Analyzer Upgrade	\$3,000.00
14-Snowmobile Helmets	\$3,143.00
14-microphones for Snowmobile Helmets	\$1,420.00

4-Automatic Electronic Defibrillators	\$6,000.00
Total	\$24,463.00
Total JAG Funding	\$61,157.00

<p style="text-align: center;"><i>City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030</i></p>	<p style="text-align: center;"><u>FACT SHEET</u></p> <p style="text-align: center;"><i>Finance Committee Common Council</i></p>	<p style="text-align: center;"><i>July 7, 2010</i></p>
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Resolution to Authorize the Submittal of State Grant Applications by the City of Kenosha, and the Subsequent Appropriation to the City of Kenosha for the Wisconsin Plant Recovery Initiative Assessment Money (WAM) – Community Managed Funds.

LOCATION:

City - Wide

NOTIFICATIONS:

This item will be reviewed by the Finance Committee and final approval by the Common Council.

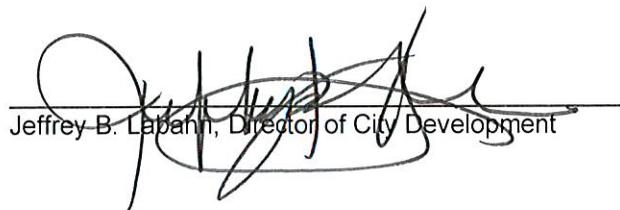
ANALYSIS:

- The proposed Resolution would authorize the City to apply for the Wisconsin Plant Recovery Initiative Assessment Money (WAM) Grant, which is funded by the Department of Natural Resources.
- This Grant is a Plant Recovery initiative and can be used for environmental site assessment of the Kenosha Engine Plant.
- This proposed application request is for \$200,000.00.

RECOMMENDATION:

A recommendation is made to approve the Resolution.


 Sharon K. Krewson, Real Estate Broker
 1COMCOUNCIL/070710-Meeting/fact-resol-grant


 Jeffrey B. Labahn, Director of City Development

RESOLUTION # ____ - 10

BY: THE MAYOR

**Resolution to Authorize the Submittal of a State Grant Application
by the City of Kenosha and the Subsequent Appropriation of
City of Kenosha funds for the Wisconsin Plant Recovery Initiative
Assessment Money (WAM) – Community-Managed Funds**

WHEREAS, the City of Kenosha, Wisconsin, recognizes that environmental assessment of brownfield sites is an important part of protection of Wisconsin's resources; and

WHEREAS, the City of Kenosha declares its intent to complete the WAM Community-Managed Funds Award Activities described in the application if awarded funds in this action; and

WHEREAS, the City of Kenosha will maintain appropriate records documenting all expenditures made during the WAM Community-Managed Funds award period; and

WHEREAS, the City of Kenosha will allow employees from the Department of Natural Resources (DNR) access to inspect the award site or facility and the award records; and

WHEREAS, the City of Kenosha will submit a final report to the DNR which will accompany the final payment request.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, that the City of Kenosha requests funds and assistance available from the DNR under the WAM Community-Managed Funds program and will comply with the State rules for the program.

BE IT FURTHER RESOLVED, that the Common Council of the City of Kenosha, Wisconsin, authorizes Frank Pacetti, City Administrator, to act on behalf of the City of Kenosha to submit an application to the DNR for financial aid, to sign documents and to take necessary action to undertake, direct and complete approved grant activities.

Adopted this ____ day of _____ 2010

ATTEST:

Debra L. Salas, Deputy City Clerk

APPROVE:

Keith G. Bosman, Mayor

City Development
625 - 52nd Street
Kenosha, WI 53140
262.653.4030

FACT SHEET

Public Works Committee
Finance Committee
Common Council

July 7, 2010

Temporary Limited Easement between the City of Kenosha for the 27th Street Right-of-Way from 39th Avenue to 47th Avenue, District #5.

- a. Paul Evans
- b. Kenosha Unified School District

LOCATION:

27th Street, 39th Avenue to 47th Avenue

NOTIFICATIONS:

The alderman of the district, Alderman LaMacchia, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached are two proposed Temporary Limited Easements that will allow construction of 27th Street Right-of-Way for grading and sloping. The Easements are from the following two property owners:
 - a. Paul Evans: The Evans land is approximately 0.03 acres and the payment for the Temporary Limited Easement is \$270.00.
 - b. Kenosha Unified School District: The KUSD land is approximately 0.41 acres and there will be no payment for the Temporary Limited Easement.

RECOMMENDATION:

A recommendation is made to approve the two Temporary Limited Easements.


Sharon K. Krewson, Real Estate Broker


Jeffrey B. Labahn, Director of City Development

1COMCOUNCIL/070710-Meeting/fact-ease-evans&kusd

TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Paul R. Evans, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of Two Hundred Seventy Dollars (\$270.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary. Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 39th Avenue curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1017, said land being a part of Parcel 1 in Certified Survey Map 2010, recorded with the Kenosha County Register of Deeds Office as Document 1081424, and being in the Southwest Quarter of Section 24, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

All of the west 12 (twelve) feet, measured at right angle, of said Parcel 1.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Recording Area

Name and Return Address
Sharon K. Krewson
City of Kenosha
Dept. of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Property address: 2621 39th Avenue

Parcel Identification Number:

07-222-23-350-020

Paul R Evans

(Signature)

Paul R. Evans

(Print Name)

(Signature)

(Print Name)

(SEAL)

THIS INSTRUMENT DRAFTED BY:
S. K. Krewson, City of Kenosha

Subscribed and sworn to before me this date:

May 21st
~~April~~ 21st, 2010.

Sharon K. Krewson

(Signature, Notary Public, State of Wisconsin)

SHARON K. KREWSON

(Print or Type Name, Notary Public, State of Wisconsin)

1/20/13

(Date Commission Expires)

Parcel No. 350-020

NOMINAL PAYMENT PARCEL-WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner Paul R. Evans	Area and Interest Required Temporary Limited Easement
----------------------------	--

Allocation			
Land	Acres	X	\$/ac. = \$
	Acres	X	\$/ac. = \$
Permanent Limited Easement	Acres	X	\$/ac. = \$
Temporary Limited Easement 0.03	Acres	X	\$--/ac. = \$270.00
Fencing		=	\$
Landscaping		=	\$
Improvements		=	\$
Other		=	\$
Total Damages =			\$270.00
Rounded To =			\$270.00

The undersigned owner(s), having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner(s) further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X Paul R. Evans 5/21/10
 (Owner) Paul R. Evans (Date)

X _____
 (Owner) (Date)

X _____
 (Owner) (Date)

X _____
 (Owner) (Date)

For Office Use Only

APPROVED For

 City of Kenosha

Sharon K. Krewson 5/21/10
 Sharon K. Krewson (Date)

Project 27 th Street and 39 th Avenue	County Kenosha	Parcel 020
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TEMPORARY LIMITED EASEMENT RE3942 389 Ch. 84 Wis. Stats.

THIS EASEMENT, made by Kenosha Unified School District No. 1, grantor(s) of Kenosha County, Wisconsin grants a temporary limited easement to the City of Kenosha, a Municipal Corporation, grantee(s), for the sum of One Dollar (\$1.00) on the following tract of land in Kenosha County, Wisconsin for the purpose to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any trees, shrubs or vegetation that Grantee deems necessary. Exempt from fee: s. 7725(12)

Legal Description:

A Temporary Limited Easement for the right, permission and authority to adjust the surface grade on a part of Grantor's premises, so as to slope towards or from the proposed 39th Avenue curb and/or future sidewalk, as shown on City of Kenosha Department of Public Works Paving Project 10-1017, said land being a part of Parcel 1 in Certified Survey Map 2583, recorded with the Kenosha County Register of Deeds Office as Document 1529781, and being in the Southeast Quarter of Section 23, Town 2 North, Range 22 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin, and said easement area being more particularly described as follows:

All of the east 15 (fifteen) feet, measured at right angle, of said Parcel 1; also, all of the north 15 (fifteen) feet, measured at right angle, of the east 100 (one-hundred) feet of said Parcel 1.

This easement includes the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for said purpose, and includes the right to preserve, protect, remove or plant thereon any vegetation that Grantee deems necessary or desirable.

The above described easement is temporary, and shall terminate upon the completion of said street construction.

Property address: 2804 39th Avenue

Recording Area

Name and Return Address
Sharon K. Krewson
City of Kenosha
Dept. of City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Parcel Identification Number:

07-222-23-476-011



(Signature)

Mary K. Snyder

(Print Name)



(Signature)

Gilbert A. Ostman

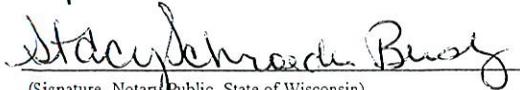
(Print Name)

(SEAL)

THIS INSTRUMENT DRAFTED BY:
S. K. Krewson, City of Kenosha

Subscribed and sworn to before me this date:

April 24, 2010



(Signature, Notary Public, State of Wisconsin)

Stacy Schroeder Busby

(Print or Type Name, Notary Public, State of Wisconsin)

7-25-10

(Date Commission Expires)

Parcel No. 476-011

<p><i>City Development 625 - 52nd Street Kenosha, WI 53140 262.653.4030</i></p>	<p><u>FACT SHEET</u> <i>Public Works Committee Finance Committee Common Council</i></p>	<p><i>July 7, 2010</i></p>
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Approve Acquisition of Rights for the West Frontage Road Project from 60th Street to 71st Street, District #17.

- a. Country Inn of Kenosha
- b. Evelyn Roberts

LOCATION:

West frontage road, 60th Street to 71st Street

NOTIFICATIONS:

The alderman of the district, Alderman Bogdala, has been notified. This item will be reviewed by the Public Works Committee, Finance Committee and final approval by the Common Council.

ANALYSIS:

- Attached is the Waiver of Appraisal, Temporary Limited Easement and Permanent Easement for the Construction of the West Frontage Road Project. The approval is for:
 - a. Country Inn of Kenosha (Parcel 2): The Country Inn has accepted the Offer of \$13,000.00 based on the Appraisal completed for the City for a Permanent Limited Easement and a Temporary Easement.
 - b. Evelyn Roberts (Parcel 6): Evelyn Roberts has accepted our Offer of \$2,600.00 based on the Appraisal completed for the City for the Temporary Limited Easement and the loss of land value because of the Right-of-Way Project.

RECOMMENDATION:

A recommendation is made to approve the Acquisition of Rights.


Sharon K. Krewson, Real Estate Broker


Jeffrey B. Labahn, Director of City Development

1COMCOUNCIL/070710-Meeting/fact-aqui-country&roberts

WAIVER OF RIGHT TO OBTAIN APPRAISAL

Please sign and return this waiver if you do not wish to take advantage of this right.

I have received a copy of the *NOTICE OF RIGHT TO OBTAIN APPRAISAL* from the City of Kenosha.

I hereby waive my right to obtain an appraisal at the City of Kenosha's expense.

Dated this 6 day of MAY 2010.

COUNTRY INN OF KENOSHA, LLC
BY

6 AUTHORIZED AGENT

LEGAL DESCRIPTION

All existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in South 240 feet of the North 736 feet of the Northeast 1/4 of the Southeast 1/4 of Section 1, in Township 1 North, Range 21 East, in the City of Kenosha.

A **Permanent Limited Easement** for the right to construct and maintain an drainage facility, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove or plant there on any vegetation that the highway authorities may deem necessary or desirable, but without prejudice to the owner's right to make or construct improvements on said lands or to flatten the slopes, providing said activities will not impair or otherwise adversely affect the highway facilities within the right of way, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27 feet; thence South 20°39'03" East 33.90 feet; thence South 03°46'21" west 351.21 feet; thence South 26°17'48" West 46.72 feet; thence South 23°44'06" West 83.48 feet to the point of beginning; thence continuing South 23°44'06" West 12.16 feet; thence North 00°49'34" West 11.10 feet; thence North 89°38'02" East 5.06 feet to the point of beginning.

This parcel contains 29 square feet, more or less.

Also, a **Temporary Limited Easement** for the right to construct, cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southeast 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said section; thence along the North line of said 1/4 Section North 89°34'56" West 616.27

Project I.D. 09-1024

REV. 03/19/10
Page 1 of 2

Parcel 2

feet; thence South 20°39'03" East 33.90 feet; thence South 03°46'21" west 351.21 feet; thence South 26°17'48" West 46.72 feet; thence South 23°44'06" West 30.36 feet; thence South 00°59'43" West 48.52 feet to the point of beginning; thence South 00°59'43" West 151.59 feet; thence South 59°10'46" East 139.98 feet; thence South 00°49'33' East 16.06 feet to the North line of Parcel 9 of Certified Survey Map No. 1501; Thence along said North line South 89°38'03" West 48.13 feet to the Northeasterly right-of-way line of 122nd Avenue; Thence along said Northeasterly line 100.91 feet along an arc of a curve whose center lie to the Southwest, whose radius is 100.00 feet and whose chord bears North 59°54'29" West 96.69 feet; thence along said Northeasterly line South 89°58'44" West 8.87 feet to the East line of Lot 3 of Certified Survey Map No. 2140; thence along said East line North 00°49'34" West 179.93 feet; thence North 23°44'06" East 12.16 feet; thence North 89°38'02" East 20.55 feet to the point of beginning.

This parcel contains 0.19 acres, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

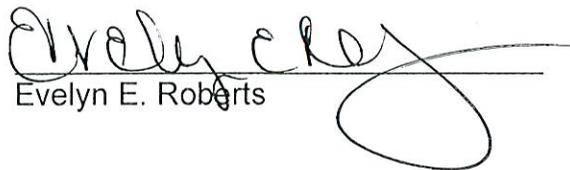
WAIVER OF RIGHT TO OBTAIN APPRAISAL

Please sign and return this waiver if you do not wish to take advantage of this right.

I have received a copy of the *NOTICE OF RIGHT TO OBTAIN APPRAISAL* from the City of Kenosha.

I hereby waive my right to obtain an appraisal at the City of Kenosha's expense.

Dated this 3rd day of May 2010.


Evelyn E. Roberts

LEGAL DESCRIPTION

All existing future, or potential common law or statutory easements or **right of vehicular access** between the West right-of-way of the highway, currently designated as 120th Avenue, Existing West Frontage Road, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on said highway: All of the owners lands located in South 120 feet of the North 225 feet of the Southeast 1/4 of the Northeast 1/4 of Section 1, in Township 1 North, Range 21 East, in the City of Kenosha.

As shown on 09-1024-4.02

Also, **Temporary Limited Easement** for the right to construct, cut and/or fill slopes and driveway, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Kenosha County, State of Wisconsin, described as:

That part of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 1 North, Range 21 East, in the City of Kenosha, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of said section; thence along the North line of said 1/4 Section South 89°17'19" East 1992.63 feet; thence South 00°42'41" West 67.00 feet to the south right-of-way of 60TH Street; thence South 89°17'19" East 1.48 feet; thence South 00°01'23" East 430.49 feet; thence southwesterly 103.65 feet along an arc of a curve whose center lies to the West, whose radius is 7044.00 feet and whose chord bears South 00°23'55" West 103.65 feet; thence Southwesterly 174.33 feet along an arc of a curve whose center lies to the East, whose radius is 6956.00 feet and whose chord bears South 00°06'07" West 174.32 feet; thence South 00°36'57" East 450.00 feet; thence Southeasterly 299.48 feet along an arc of a curve whose center lies to the West, whose radius is 18044.00 feet and whose chord bears South 00°08'26" East 299.48 feet; thence South 89°58'51" East 60.00 feet; thence North 81°42'44" East 81.26 feet; thence South 89°58'51" East 85.00 feet; thence South 00°22'47" East 50.00 feet to the point of beginning and the north property line of the owner; thence along said property line South 89°58'51" East 63.77 feet; thence South 00°22'47" East 28.24 feet; thence North 89°58'51" West 116.00 feet; thence North 00°22'47" West 28.24 to said property line; thence along said property line South 89°58'51" East 52.23 feet to the point of beginning. The footprint area of the building is excluded from this easement.

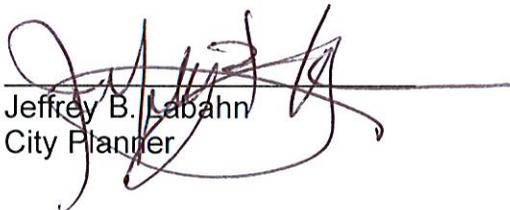
This parcel contains 0.08 acres, more or less.
As shown on 09-1024-4.02

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission	Action Sheet	July 8, 2010
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Offer to Purchase Agreement by the City of Kenosha to the Bank of Kenosha for the property at 5915 Sheridan Road in the amount of \$75,000.00, District #2.

ACTION TAKEN	AYES	NOES
APPROVE <i>WITH RECOMMENDATION TO CHANGE PURCHASE PRICE TO \$53,600.</i>	5	2 Lemens & Stevens
DENY		
RECEIVE AND FILE		
FORWARD TO		
	MEETING DATE	INFO FORWARDED
COMMON COUNCIL	07/19/10	
FINANCE	7/12 07/19/10	
LEGAL		
PUBLIC WORKS		
PARKS		
WATER UTILITY		
PUBLIC NOTICE		


 Jeffrey B. Labahn
 City Planner

1CPC/2010/July8/action-offer5915sheridan

City Plan Division
625 52nd Street
Kenosha, WI 53140
262.653.4030

Kenosha City Plan Commission
FACT SHEET

July 8, 2010

Item 1

Offer to Purchase Agreement by the City of Kenosha to the Bank of Kenosha for the property at 5915 Sheridan Road in the amount of \$75,000.00, District #2. PUBLIC HEARING

LOCATION/SURROUNDINGS:

Site: 5915 Sheridan Road
Zoned: B-3 Central Business District

NOTIFICATIONS/PROCEDURES:

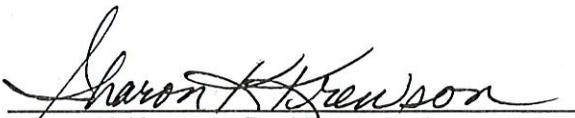
The alderman of the district, Alderman Ruffalo, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- Attached is an accepted Offer to Purchase Agreement by the City of Kenosha to the Seller, Bank of Kenosha (Banks of Wisconsin) for property at 5915 Sheridan Road. The purchase price is \$75,000.00.
- The property is vacant and was previously a rooming house.
- The current assessed value of the property is \$53,600 (Land = \$19,200 and Improvements = \$34,400)
- The lot is 44' x 109'.
- The property will be razed.

RECOMMENDATION:

A recommendation is made to approve the Offer to Purchase in the amount of \$75,000.00.



Sharon K. Krewson, Real Estate Broker
CPC/2010/July8/fact-offer-5915sheridan



Jeffrey B. Labarra, Director of City Development

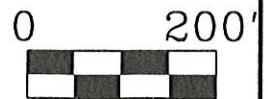
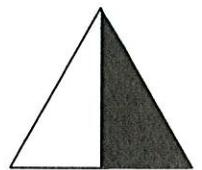
City of Kenosha

Vicinity Map
5915 Sheridan Road



Subject Property

NORTH



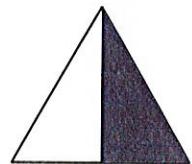
Page 26

City of Kenosha

Vicinity Map
5915 Sheridan Road



NORTH



0 200'



Subject Property

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 18, 2010 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING-
2 BROKER) (AGENT OF BUYER-AND-SELLER) **STRIKE ONES NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, City of Kenosha, a Municipal Corporation, offers
4 to purchase the Property known as [Street Address] 5915 Sheridan Road, Tax Key No. 12-223-31-462-002
5 in the City Kenosha of Kenosha
6 County of Kenosha Wisconsin (Insert additional description, if any, at lines 165-172 or 438-444 or attach
7 as an addendum per line 436), on the following terms:

8 ■ PURCHASE PRICE: Seventy-Five Thousand and 00/100
9 _____ Dollars (\$ 75,000.00).

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

12
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

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

16
17 ■ NOT INCLUDED IN PURCHASE PRICE: None.

18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-195) to be excluded by Seller or which are rented**
20 **and will continue to be owned by the lessor.**

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

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

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

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
28 on or before June 23, 2010. Seller may keep the Property

29 on the market and accept secondary offers after binding acceptance of this Offer.

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

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

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-55.

36 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at lines 50 or 53.

38 (2) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
39 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at lines 50 or 53
40 for delivery to the Party's delivery address at lines 51 or 54.

41 (3) Fax: fax transmission of the document or written notice to the following telephone number:
42 Buyer: (262) 653.4045 Seller: (262) 653-1018

43 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
44 or to the Party's recipient for delivery if named at lines 50 or 53 for delivery to the Party's delivery address at lines
45 51 or 54.

46 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at lines
47 52 or 55. If this is a consumer transaction where the property being purchased is used primarily for personal, family or
48 household purposes, each consumer providing an e-mail address below has first consented electronically to the use of
49 electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

50 Seller's recipient for delivery (optional): Bank of Kenosha

51 Delivery address for Seller: 5117 Green Bay Road, Kenosha, WI 53144

52 E-Mail address for Seller (optional): dbuchholz@bankofkenosha.com

53 Buyer's recipient for delivery (optional): Sharon K. Krewson

54 Delivery address for Buyer: 625 52nd Street, Room 308, Kenosha, WI 53140

55 E-Mail address for Buyer (optional): skrewson@kenosha.org

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

58 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 59 Offer at lines 165-172 or 438-444 or in an addendum attached per line 436. At time of Buyer's occupancy, Property shall be
 60 in broom swept condition and free of all debris and personal property except for personal property belonging to current
 61 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if
 62 any.

63 **DEFINITIONS**

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

115 **CLOSING** This transaction is to be closed no later than July 23, 2010 at the place
116 selected by Seller, unless otherwise agreed by the Parties in writing.

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

120 **CAUTION: Provide basis for fuel prorations if date of closing value will not be used.**
121 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. Net
122 general real estate taxes (defined as general property taxes after state tax credits and lottery credits are deducted) shall be
123 prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

124 The net general real estate taxes for the preceding year, or the current year if available (NOTE: THIS CHOICE
125 APPLIES IF NO BOX IS CHECKED)

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

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

129 N/A _____

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

134 N/A Buyer and Seller agree to re-prorate the real estate taxes, within 30 days after the actual tax bill is received for the
135 year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer and Seller agree this is a post-closing
136 obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this
137 transaction.

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

141 _____ . Insert additional terms, if any, at lines 165-172 or 438-444 or attach as an addendum per line 436.

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

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

157 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
158 notice or knowledge of conditions affecting the Property or transaction (lines 66-113) other than those identified in Seller's
159 Real Estate Condition Report dated Exempt, which was received by Buyer prior to Buyer
160 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
161 Property sold "As Is" **H**

162 _____

163 _____

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

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

166 _____

167 _____

168 _____

169 _____

170 _____

171 _____

172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

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

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-6.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding or other reasons, unless verified by survey or other means. Buyer also acknowledges that there are various
 200 formulas used to calculate total square footage of buildings and that total square footage figures will vary dependent upon
 201 the formula used.

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

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

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

218

IF LINE 219 IS NOT MARKED OR IS MARKED N/A LINES 259-265 APPLY.

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

229 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 230 or 231.**

230 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

235 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
236 165-172 or 438-444 or in an addendum attached per line 436.

237 **■ BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
238 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan
239 described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan
240 commitment no later than the deadline at line 220. **Buyer and Seller agree that delivery of a copy of any written loan
241 commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of
242 the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
243 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
244 unacceptability.**

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

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

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

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

266 **[N/A] APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or a lender of Buyer's choice having the Property
267 appraised by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the
268 date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This
269 contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller, and to listing
270 broker if Property is listed, a copy of the appraisal report which indicates that the appraised value is not equal to or greater
271 than the agreed upon purchase price. If the appraisal report does not indicate an appraised value for the Property equal to or
272 greater than the agreed upon purchase price, Buyer may terminate this Offer upon written notice to Seller.

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

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

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

284 If Buyer defaults, Seller may:

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

288 If Seller defaults, Buyer may:

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

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

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

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

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

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

307 **N/A** **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
308 property located at _____, no later than _____. If Seller accepts
309 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a
310 written waiver of the Closing of Buyer's Property Contingency and _____
311

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

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

321 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) ~~earnest money payment(s)~~; (2) binding acceptance; (3)
322 occupancy; (4) date of closing; (5) contingency deadlines **STRIKE AS APPLICABLE** and all other dates and deadlines in
323 this Offer except: _____
324

325 _____ . If "Time is of the Essence" applies to a date or
326 deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply
327 to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.
328

328 **TITLE EVIDENCE**

329 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
330 (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning
331 ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services,
332 recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in
333 Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and None
334 _____
335 _____
336

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

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

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

346 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
347 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
348 after the effective date of the title insurance commitment and before the deed is recorded, provided the title company will
349 issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that
350 title is not acceptable for closing (see lines 356-362).

351 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
352 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title
353 to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 329-
354 337, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
355 exceptions, as appropriate.

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

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

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

372 **EARNEST MONEY**

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

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

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

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

398 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part
 399 of this offer. An "inspection" is defined as an observation of the Property which does not include testing of the Property,
 400 other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are
 401 hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials
 402 from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers
 403 and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this
 404 Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 405 authorization for inspections does not authorize Buyer to conduct testing of the Property. NOTE: Any contingency
 406 authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
 407 environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.
 408 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 409 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 410 Seller, and to listing broker if Property is listed. Seller acknowledges that certain inspections or tests may detect
 411 environmental pollution which may be required to be reported to the Wisconsin Department of Natural
 412 Resources.

413 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 398-412). This
414 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which
415 discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third
416 party performing an inspection of _____

417 _____ (list any Property component(s) to be separately inspected,
418 e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
419 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
420 from an authorized inspection performed provided they occur prior to the deadline specified at line 423.

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

423 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller, and to listing
424 broker if Property is listed, a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in
425 those report(s) to which Buyer objects (Notice of Defects).

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

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

429 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** have a right to cure the Defects. (Seller shall have a right to cure
430 if no choice is indicated.) If Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to
431 Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the
432 Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days
433 prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
434 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers
435 written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

436 **ADDENDA:** The attached Addendum "A" _____ is/are made part of this Offer.

437 **ADDITIONAL PROVISIONS/CONTINGENCIES**

438 _____
439 _____
440 _____
441 _____
442 _____
443 _____
444 _____

445 This Offer was drafted on June 18, 2010 [date] by [Licensee and Firm] Sharon K. Krewson

446 (x) [Signature] _____ 6/18/10
447 Buyer's Signature ▲ Print Name Here ▶ Sharon K. Krewson, City of Kenosha Real Estate Broker Date ▲

448 [Signature] _____ _____
449 Buyer's Signature ▲ Print Name Here ▶ _____ Date ▲

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

451 _____ Broker (By) _____

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

456 (x) [Signature] _____ with 6/22/10 change to line 142 per SR 6/22/10
457 Seller's Signature ▲ Print Name Here ▶ Douglas N. Buchholz, Senior Vice President Date ▲
Bank of Kenosha

458 (x) _____
459 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

460 This Offer was presented to Seller by [Licensee and Firm] _____ on
461 _____ at _____ a.m./p.m.

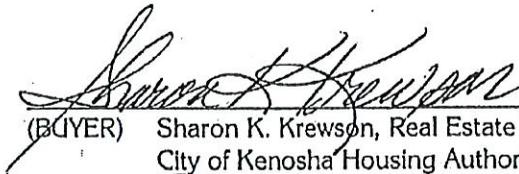
462 This Offer is rejected _____ This Offer is countered [See attached counter] _____
463 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ADDENDUM "A"

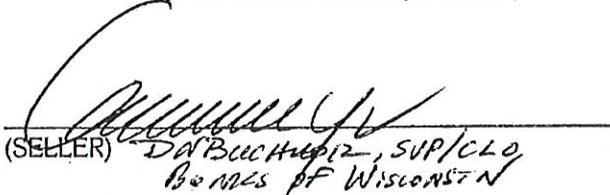
Property located at 5919 Sheridan Road

The Buyer's obligation to conclude this transaction is conditioned upon the consummation of the following:

1. This offer is a cash offer and not subject to financing. The balance of the purchase price is to be paid at closing.
2. This offer is contingent upon the Buyer obtaining approval of the City of Kenosha Common Council on or before July 19, 2010.
3. Property is currently vacant and will remain vacant until closing of the transaction.
4. This agreement is contingent upon the satisfactory completion of an Asbestos Analysis within 20 days of acceptance. Buyer will pay for analysis.
5. The Buyer does have the Authority of Eminent Domain, however, in the event an amicable agreement for the purchase of the property is not reached, we will *not* pursue its acquisition under Eminent Domain.


(BUYER) Sharon K. Krewson, Real Estate Broker for
City of Kenosha Housing Authority


Date


(SELLER) DA Buchholz, SUP/CLO
BORNS OF WISCONSIN


Date

u2/acct/cp/csusans/KREWSON/CONTRACTS/2010/1Addendum-5915-Sheridan-Rd.odt

ORDINANCE NO. _____

REDLINE 05.04.10

BY: ALDERPERSON PATRICK JULIANA

**TO AMEND SUBSECTION 1.03 B. PARAGRAPH 2, OF THE
CODE OF GENERAL ORDINANCES REGARDING MAJORITY**

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

Section One: Subsection 1.03 B. Paragraph 2 of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby amended as follows:

If the Mayor is absent at the designated time of any meeting, the President of the Council shall preside, and during the absence or inability of the Mayor, shall have the powers and duties of the Mayor excepting that he/she shall not have the power to approve an act of the Council which the Mayor has disapproved by filing an objection with the Clerk. He/she shall, when so officiating, be styled "Acting Mayor." The President shall have a one (1) year term. The President shall be eligible to serve two (2) consecutive terms. The President shall be elected by the Common Council at the organizational meeting on the third Tuesday of April following a regular City Election; and, in off-election years, the President shall be ~~appointed~~ elected at the second regular meeting during the month of April. Election will be by secret ballot. The ballot will contain the names of all eligible alderpersons. Voting will continue until either one candidate receives a majority of votes legally cast, or in the event of an equally divided Common Council, between only two candidates, the Mayor casts a tie-breaking vote to create a majority of those voting.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.04.10

BY: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SUBSECTION
1.03 C.2. OF THE CODE OF GENERAL ORDINANCES
REGARDING COMMITTEE COMPOSITION**

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

Section One: Subsection 1.03 C.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby amended as follows:

2. COMPOSITION; COMMITTEE SERVICE: CHAIR

a. A Composition of Standing Committees

The Committees on Finance and Public Works shall consist of six (6) members of the Council and the Committees on Public Safety & Welfare and Licenses/Permits shall consist of five (5) members of the Council, all which members shall be appointed by the Mayor on or before the first Monday of May of each even numbered year.

b. Alderpersons to Serve on Committee

(1) Every alderperson shall serve on a committee and shall serve on the committee to which he or she is appointed, unless either relieved or removed from service on that committee.

(2) Upon request of an alderperson, he or she may be relieved from service on a committee for the remainder of the term upon majority vote of all members of Common Council.

(3) No alderperson may be removed from service on a committee against his or her will unless good cause is shown therefor to the Common Council by another alderperson and two-thirds of the members of the Common Council vote for the removing the alderperson for the remainder of his or her term.

(4) The vacancy on a Committee will be filled by appointment by the Mayor.

(5) Any alderperson either relieved or removed from service on one Committee may be appointed by the Mayor to any Committee that has a vacancy other than a committee from which the alderperson has been removed under division 1.03 (c) 2 b (3).

c. Committee Chair. The Chairmanperson of each such Committee shall be elected annually on or before the third Monday in May of each year by majority vote of the members of each respective Committee. Votes cast for Chairmanperson by members of each Committee may be by secret ballot. The Mayor shall, on or before the first Monday of May each even-numbered year appoint one (1) member of each Committee as Acting Chairmanperson until the respective Committee elects one a chairperson. ~~Every Alderman shall serve on a Committee and shall serve on the Committee to which he is appointed, unless excused by a majority of the members of the whole Council.~~

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

REDLINE 05.03.10

BY: ALDERPERSON PATRICK JULIANA

TO REPEAL AND RECREATE SUBSECTION 1.03 C.6. OF THE CODE OF GENERAL ORDINANCES, REGARDING AGENDA OF COMMITTEE

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

Section One: Subsection 1.03 C.6. of the Code of General Ordinances for the City

of Kenosha, Wisconsin, is hereby amended as follows:

6. Agenda of Committee.

(a) The chairman or secretary of each Committee shall prepare a written agenda of matters to be considered at its next meeting in time so that every aldermanperson will have a copy thereof at least 24 hours before such meeting. A copy of such agenda shall be mailed to each aldermanperson at his residence. This requirement shall apply to Special Committees created under authority of **§1.03 C.4.**, hereof.

(b) Except for routine items, no matter shall be placed on a Committee Agenda unless it is first referred to the Committee by the Common Council or unless the Committee Chairperson or Acting Committee Chairperson assents to the inclusion of such item on the Committee's Agenda.

(c) If any item is referred from the Common Council to a committee that particularly affects a certain aldermanic district or particularly affects a limited number of aldermanic districts, the Committee Chairperson may not refuse to place that item on his/her immediately next legally available agenda unless the alderperson for the affected district consents or an alderperson from one of the limited number of districts consents to the delay.

(d) If an item has been placed on a published Committee agenda that particularly affects a certain aldermanic district or particularly affects a limited number of aldermanic districts, the Committee Chairperson may not withdraw the item without the consent of the alderperson of one of the districts particularly affected.

(e) If an item has been placed on a published Committee agenda that is an ordinance or resolution sponsored by an alderperson or alderpersons, the Committee Chairperson may not withdraw the item without the consent of the sponsor, or majority of the sponsors if more than one.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

KEITH G. BOSMAN
MAYOR



CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

6-10-10

TO:

Ald. Green

FROM:

Mayor Keith G. Bosman

A handwritten signature in black ink, appearing to be 'KB' followed by a flourish.

SUBJECT:

PER DIEM REQUESTS

I am in receipt of your Per Diem Request for 6-22-10. I have approved your current Per Diem Request and forwarded it to the Finance Committee for their review.

Thank you.

KGB:jd

Enclosure

**KEITH G. BOSMAN
MAYOR**



CITY OF KENOSHA
625 - 52nd Street
Kenosha, Wisconsin 53140
(262) 653-4000
Fax (262) 653-4010

6-10-10

TO:

Ald. LaMacchia

FROM:

Mayor Keith G. Bosman

A handwritten signature in black ink, appearing to be "KB", written over a horizontal line.

SUBJECT:

PER DIEM REQUESTS

I am in receipt of your Per Diem Request for 6-22-10. I have approved your current Per Diem Request and forwarded it to the Finance Committee for their review.

Thank you.

KGB:jd

Enclosure

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO PROVIDE A CONTRIBUTION FOR ATTORNEY
FEES INCURRED BY RICHARD MEEKER**

WHEREAS, Richard Meeker has been employed by the City of Kenosha in Protective Services-Fire Fighting since September 6, 1988; and,

WHEREAS, Richard Meeker most recently has been serving in protective service with the title of Division Chief for Quality Control and Public Health, having previously served as Division Chief of Emergency Medical Services; and,

WHEREAS, Richard Meeker indicated in a hearing before the Finance Committee that he perceived persecution from members of the Fire Department while he served in the capacity Division Chief of Emergency Medical Services; and,

WHEREAS, said perception of perceived persecution was in part based upon personal experience and in part upon his observations of others who have served in the Emergency Medical Services Division or had worked closely with this Division, which others had left the employment of the City while allegedly being persecuted; to wit, Division Chief of Training Matthew Hurtienne and Assistant Division Chief of Emergency Medical Services Leif Erickson, and,

WHEREAS, the facts surrounding the perception of Division Chief Meeker were complex to the point that attorneys representing the City came to differing opinions of the potential liability to the City; and

WHEREAS, in making a request for reimbursement of some of his legal expenses, Mr. Meeker indicated to the Finance Committee that he has incurred legal expenses in the approximate amount of _____; and,

WHEREAS, the Common Council finds that Division Chief Meeker's request for reimbursement differs from other instances of requests for reimbursement in that his perception,

although erroneous was not unreasonable; that the facts of Division Chief Meeker's situation were complex resulting in certain advice from City officials upon which Division Chief Meeker acted; and that the result of Division Chief Meeker's disagreement with the City was a settlement acceded to by Division Chief Meeker without resort to litigation, which settlement included a result that addressed some of his concerns; and,

WHEREAS, although there was no wrong doing on behalf of City officials with regard to Division Chief Meeker, nonetheless, the Common Council finds this to be an extraordinary circumstance such that without establishing any precedent for reimbursement in any similar circumstance, the Finance Committee has been moved to recommend to the Common Council to reimburse Division Chief Meeker \$ _____ as a contribution toward his legal fees.

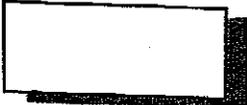
NOW THEREFORE, BE IT RESOLVED that despite there be no wrong doing perpetrated by any City official toward Division Chief Meeker, nonetheless, due to the extraordinary circumstances surrounding Division Chief Meeker's hiring of an attorney, the City of Kenosha hereby agrees to reimburse Division Chief Meeker \$ _____ toward legal fees incurred with regard to his adverse action toward the City.

Adopted this _____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



SETTLEMENT AGREEMENT AND RELEASE

EMS Division Chief Richard Meeker ("Meeker") has filed a Notice of Claim pursuant to Wis. Stat. § 893.80, and has authorized his attorney to send correspondence to the City of Kenosha ("City") regarding legal action related to several job-related claims against the City and its employees. Meeker has asserted claims against the City alleging violations of the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.*, 42 U.S.C. § 1983, and Wis. Stats. § 62.13.

The City asserts that it has not violated any law with respect to Meeker and that Meeker has been treated as any other City employee. However, Meeker acknowledges that the City does not admit to any wrongdoing by entering into this Agreement. The parties have entered into this Agreement to move forward and avoid the cost and uncertainty of litigation and to settle all claims asserted by Meeker (except as provided herein).

THEREFORE, IT IS AGREED:

1. CONSIDERATION AND CITY'S OBLIGATIONS.

1.1 In consideration of the release and undertakings set forth below Meeker will be transferred to the position of Division Chief for Quality Control and Public Health ("Division Chief") under supervision of the Director of Kenosha City/County Joint Services.

- (a) As Division Chief, Meeker will receive the same benefits as other exempt officers of the City of Kenosha Fire Department.
- (b) Meeker will receive the same across the board wage increase as other exempt officers of the City of Kenosha Fire Department.

- (c) In the event that the Kenosha City/County Joint Services dissolves, Meeker will be assigned to the same position in the City's dispatch center.
 - (d) The City agrees that Meeker can continue to use the City vehicle assigned to Meeker. The City agrees to maintain and replace the vehicle as necessary. Meeker can only use the vehicle as permitted under Fire Department guidelines. The vehicle cannot be used for personal use.
 - (e) The City agrees that Meeker can continue to use the Department laptop assigned to Meeker. Meeker can use the laptop only for work related purposes and not for personal use. Also, it is expected that he will make use of the computer resources available to him at the Dispatcher Center for any job related computer use.
 - (f) Meeker's hours of work in his position with the Kenosha City/County Joint Services will normally be Monday through Friday, with a regular starting time between 7 and 8:30 a.m., The work day is eight hours with an additional one half hour unpaid lunch break. The parties recognize that while Meeker has general discretion to begin work between 7 and 8:30 a.m., the hours may be flexible on occasion to meet the needs of the Dispatch Center, as determined by the Director of Kenosha City/County Joint Services.
-

(g) The City agrees to remove any written reprimands from Meeker's personnel file or any other file at the City through the date hereof.

(h) Any job reference or inquiry relating to Meeker shall only be responded to by the City's Director of Human Resources and Meeker shall endeavor to direct all such inquiries to the City's Director of Human Resources, who shall confirm only dates of employment, rate(s) of pay and job titles/duties.

1.2 Meeker acknowledges the sufficiency of the consideration.

2. MEEKER'S OBLIGATIONS

2.1 Meeker is required to participate in good faith in all training and maintain all certifications required by the Fire Department for Division Chiefs, and shall be fairly evaluated. Meeker will be provided the same opportunity to take any classes required for certifications as other Division Chiefs..

2.2 Meeker acknowledges the terms of the job description attached hereto as Exhibit A and affirms that to the best of his ability he will perform the duties and responsibilities of this position.

2.3 The City and Meeker recognize and agree that, although Meeker is an officer in the Fire Department, only the current Director of Kenosha City Joint Services (or any successor) can discipline him. Meeker shall, at all times, have the rights and protections as provided under § 62.13 Wis. Stats. in connection with any such discipline.

3. RELEASE AND PROMISE NOT TO SUE.

3.1 In consideration of the undertaking set forth in this agreement, Meeker, on behalf of himself, his heirs, beneficiaries, successors and assigns, full and forever releases and discharges the City and its insurers, agents, directors, officers, employees and representatives from any and all claims, demands, liabilities, rights of action and damages whatsoever, whether known or unknown, anticipated or unanticipated, arising out of or in any way connected with Meeker's employment with the City (except for any claim by Meeker for his legal fees incurred in connection with this matter to date, and which claims shall not be the subject of any state or federal court lawsuit). This includes, but is not limited to, a release of any rights or claims Meeker may have under any federal, state, or local law, including, but not limited to, the Americans With Disabilities Act, the Rehabilitation Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the federal Family and Medical Leave Act, the Wisconsin Family and Medical Leave Act, the Wisconsin Fair Employment Act, Wis. Stat. § 62.13, 42 U.S.C. § 1981, 42 U.S.C. § 1983 and any other state law counterparts.

3.2 By this Agreement, Meeker intends to extinguish any and all claims he has against the City for anything arising out of or in any way connected with his employment with the City arising up to the date of this Agreement.

4. NO ADMISSION OF LIABILITY.

The negotiation and signing of this Agreement does not mean that either party acted wrongfully or unlawfully toward the other party. In making this Agreement, the City adamantly denies that it has violated any law with respect to Meeker or that it has otherwise breached any legal obligation to him. Meeker acknowledges that the City makes no admission of any

wrongdoing by entering into this Agreement. The parties have entered into this Agreement to buy their peace and to avoid the cost of litigation.

5. REPRESENTATIONS.

5.1 Meeker represents he has complete authority to accomplish the actions and undertake the obligations stated in this document.

5.2 Meeker represents and agrees that prior to signing this Agreement, the City fully advised him, in writing, by this paragraph, to consult with an attorney of his choosing and that he has done so. Meeker further represents and agrees that the City gave him at least twenty-one (21) days to consider this Agreement. Regardless of whether Meeker chooses to consider this Agreement for the entire 21-day period, Meeker acknowledges that his execution of this Agreement is knowing and voluntary, without any undue influence, duress, coercion, or any type of pressure by the City.

5.3 Meeker acknowledges that, in executing this Agreement, he relied upon his own knowledge of the facts and upon statements of law and facts made to him by his counsel; he has not relied upon or received any representations, statements of fact or promises other than as stated above to induce him to enter into this Agreement; and this Agreement constitutes the entire agreement between the parties.

6. RIGHT TO RESCIND.

Meeker has been informed of his right to rescind this Agreement insofar as it extends to any potential claims under the Age Discrimination in Employment Act. Meeker may rescind his release of any claims arising out of the Age Discrimination in Employment Act within seven (7) calendar days following execution of this Agreement. To be effective, notice of rescission must be in writing and delivered, either by hand or mail, to Daniel G. Vliet, Davis & Kuelthau, s.c.,

111 East Kilbourn Avenue, Suite 1400, Milwaukee, Wisconsin 53202, within the applicable rescission period. If notice of rescission is delivered by mail, it must be:

- (a) postmarked within the rescission period;
- (b) properly addressed to Daniel G. Vliet as set forth in this paragraph;
and
- (c) sent via certified mail, return receipt requested.

7. CONSTRUCTION AND APPLICABLE LAW.

7.1 This Agreement sets forth the entire intent of and understanding between the parties with respect to the subject matter of this agreement and supersedes all prior discussions, negotiations and agreements between them. Neither party shall be bound by any condition, definition, representation or warranty other than expressly provided in this Agreement or as subsequently set forth in writing and signed by the parties.

7.2 No failure on the part of either party to exercise, and no delay in exercising, any right or remedy provided in this Agreement, shall operate as a waiver of such right or remedy.

7.3 This Agreement shall be construed, governed and interpreted in accordance with the laws of Wisconsin. If any of its provisions are held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any of the other provisions of this Agreement. It is the intent of the parties that the provisions of this Agreement are severable.

7.4 This Agreement may not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties to this Agreement.

8. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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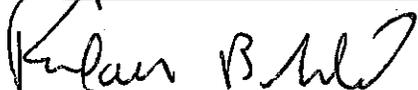
**PLEASE READ CAREFULLY
THIS AGREEMENT INCLUDES A RELEASE
OF ALL KNOWN AND UNKNOWN CLAIMS.**

Dated: June 11, 2009.


Richard Meeker

Subscribed and sworn to before me
this 11th day of June, 2009.

Notary Public, State of Wisconsin
My commission permanent.



Dated: June 11, 2009.

CITY OF KENOSHA


By: _____
Frank J. Pacetti/City Administrator

Subscribed and sworn to before me
this 11th day of June, 2009.

Notary Public, State of Wisconsin
My commission is permanent.



DIVISION CHIEF – Quality Control and Public Health

DEPT: Fire/City and County Joint Services

CHARACTERISTICS OF THE CLASS

This position status is a sworn protected class member of the City of Kenosha Fire Department. Under the direction of the Director of City and County Joint Services, this position is responsible for the development, delivery and maintenance of quality and effective Emergency Medical Dispatch (EMD) education/training programs to reduce employee and public health risks. The incumbent is responsible for training & education of Emergency Medical Dispatching within the dispatch center. Responsibilities include maintaining confidential records. This position also functions as a community advocate for Joint Services dispatchers. Performs other duties as required or assigned by the Joint Services Director.

EXAMPLES OF ESSENTIAL FUNCTIONS (illustrative only)

- Develops and coordinates in-service medical training programs for the City and County Joint Services Dispatch Center to ensure emergency medical calls are properly handled in the initial phase to ensure proper instructions are being provided to callers, as well as to the EMS providers.
- Responsible for recertification and training of Emergency Medical Dispatchers on new medical standards under the direction of the EMD Physician Medical Director.
- May participate in long-range strategic planning of EMD services.
- Attends meetings when necessary.
- Demonstrates emergency medical service (EMS) performance skills to dispatchers.
- Analyzes and interprets technical manuals and protocols.
- Prepares and submits reports and written correspondence; complies and maintains accurate records and statistical data.
- Responsible for training Joint Services employees on CPR/Defibrillator training program for dispatchers.
- May participate in new employee orientation as it relates to Emergency Medical Dispatching.
- May work with the EMD Physician Medical Director and Joint Service Director to address quality of public health care issues that may arise from EMD services.
- May act as a liaison with other agencies and/or community groups relative to Joint Services' Emergency Medical Dispatching education/training programs under the direction of Joint Service Director.
- Attends available EMD training or other in-services/education to maintain current on the latest EMD or EMS practices to teach employees.
- Participate in career recruitment efforts for dispatchers.
- Reviews and develops organizational policies on general health issues (i.e. Infectious disease control) and educates Joint Services employees on same.
- Performs other duties as required or assigned by the Joint Service Director.

REQUIREMENTS

Training and Experience:

High school diploma or GED; Bachelor's degree in Public Administration desired; supplemented by three (3) years of experience as a paramedic. Maintain certification as a paramedic, and Advanced Cardiac Life Support. Additionally must maintain current in CPR Instructor certification.

Knowledge, Abilities, and Skills:

- General knowledge of dispatching procedures and practices.
- Knowledge of Emergency Medical Dispatch procedures.
- Knowledge of emergency medical technology techniques and methodologies, including basic and advanced life support.
- Knowledge of City and County geography and of the location of roads and streets.
- Ability to express ideas clearly and concisely, orally and in writing.
- Ability to be flexible to work some evening and night hours to provide EMD education or to evaluate the quality of EMD services offered by Joint Services.
- Understands general principles of quality care review methods relating to Emergency Medical Dispatching.
- Ability to organize work, coordinate resources and review work performed by Dispatchers.
- Ability to be in a stressful work environment when the dispatch center is under high demand.
- Able use of Microsoft Office, including word, excel, and power point, outlook and CISCO computer programs.
- Must be able to Multi-task.
- Ability to maintain confidentiality of medical information where appropriate.

Physical Requirements:

Task may involve the regular, and at times sustained, performance of heavier physical tasks such as walking over rough or uneven surfaces, bending, stooping, working in confined spaces, and lifting or carrying moderately heavy (20-50 pound) items and occasionally very heavy (100 pounds or over) items; or may also involve the complex operation of gasoline, electric, or diesel-powered machinery or shop equipment requiring the manipulation of multiple controls, fine adjustments or both.

Environmental Requirements: Task may require frequent exposure to adverse environmental conditions.

Sensory Requirements:

Task requires color, sound, odor, depth, and visual perception and discrimination.

Additional Requirements:

Possession of a valid driver's license and a good driving record.

Protected Services; FLSA Status; Exempt

Revised 6/11/09