

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Wednesday, September 8, 2010
5:30 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 August 16, 2010.

1. Proposed Ordinance By the Mayor To Repeal and Recreate Subsection 1.06 A. (*of the Code of General Ordinances for the City of Kenosha*) entitled "City Boards and Commissions". (CP-Ayes 8: Noes 0: Abstain 1)
Go to Backup
2. Proposed Ordinance By Alderperson Ray Misner - To Add the Following Language to the Title of Section 1.06 Regarding "City Boards and Commissions"; to Repeal and Recreate Section 29.03.3 Paragraph 2 Regarding "Financial Disclosure"; to Repeal and Recreate Section 29.04. and 29.04.2 (*of the Code of General Ordinances*) Regarding "Time for Filing". (PW, PSW, LP-Recommendation Pending)
Go to Backup
3. Proposed Resolution To Rescind One (1) Special Assessment Levied by Resolution No. 115-10 Against Parcel No. 07-222-326-002 (3105 15th Street), Kenosha, Wisconsin in the Amount of \$190.12.
Go to Backup
4. Proposed Resolution To Correct Resolutions Levying Special Assessments:
 - a. #88-10 – Project #09-1016, Resurfacing Phase III - \$12,211.52
 - b. #89-10 – Project #09-1021, Resurfacing Phase IV - \$4,367.04
 - c. #90-10 – Project #09-1208, Sidewalk & Curb/Gutter Program (*Citywide Locations*) - \$14,274.03(PW-Ayes 5: Noes 0) Go to Backup
5. Proposed Resolution To Levy Special Assessments for Trash and Debris Removal upon Various Parcels of Property Located within the City in the Total Amount of \$4,414.45 (*Under Authority of Charter Ordinance No. 26, as Amended*). Go to Backup
6. Contract for Coordination of Remediation by and between Bear Development LLC, (*a Wisconsin Limited Liability Company*) and the City of Kenosha, (*Wisconsin, a Municipal Corporation*) and TRC Companies, Inc., (*a Delaware Corporation*). (8th District) Go to Backup
7. Amendment to Contract of Purchase and Sale and Development Agreement by and between Uptown Brass Development, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin. (Redevelopment Authority – Ayes 4: Noes 0) Go to Backup
8. Disbursement Record #15 – \$4,554,424.39. Go to Backup
9. Request from Kenosha Achievement Center for an Extension to their 2009 CDBG Subgrantee Agreement.
Go to Backup
10. a. Deborah Wilmot, et al vs. City of Kenosha
b. Malik Moye vs. City of Kenosha
CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g). The Finance Committee may or may not reconvene into open session for purposes of holding a hearing and making a final determination. Go to Backup

11. Budget Review Presentation by City Administrator Frank Pacetti.

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, August 16, 2010**

A meeting of the Finance Committee held on Monday, August 16, 2010 in Room 204 at the Kenosha Municipal Building was called to order at 5:32 pm by Chairman Bogdala.

At roll call, the following members were present: Aldermen Marks, Haugaard, Ohnstad and Ruffalo. Alderman Prozanski arrived at 5:45 pm during discussion of item #4. Also present were: Mitch Engen, Supervisor of Property Maintenance; Frank Pacetti, City Administrator; John Antaramian, 5524-2nd Avenue; Donna Cook, Executive Director - Kenosha Housing Authority; Ron Bursek, Director of Public Works; Mark McCarthy, Housing Development Specialist; Jim Tarantino, Tarantino and Company, LLC; Jeff Labahn, Director of City Development; and Theonita Cox, Assistant Division Chief - Fire Prevention Bureau.

It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve the minutes of the regular meeting held August 2, 2010. Motion carried unanimously.

1. Proposed Resolutions to Specially Assess Certain Parcels of Property for:
 - a. Grass and Weed Cutting - \$23,586.70
 - b. Property Maintenance Reinspection Fees - \$1,626.00
 - c. Boarding and Securing - \$2,103.90
 - d. Unpaid Permit Fees - \$160.00
 - e. Building/Zoning Reinspection Fees: \$1,498.00
 - f. Trash and Debris - \$810.00
 - g. Razing/Pre-razing of Structures - \$30,677.32. PUBLIC HEARING: No one spoke. **It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
2. Proposed Resolution to Rescind Two (2) Special Assessments for Trash & Debris Removal (*Parcels 05-123-06-232-014-\$260.00 and 11-223-30-380-005-\$350.00*). PUBLIC HEARING: No one spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Ruffalo, to approve. Motion carried unanimously.**
3. Proposed Resolution - Granting Power to Provide Housing for Elderly Persons to the City of Kenosha Housing Authority and Approving a Senior Rental Housing Project of the City of Kenosha Housing Authority (St. Catherine Commons II, LLC Project) and the Issuance of Bonds for the Financing Thereof. PUBLIC HEARING: Frank Pacetti, City Administrator; John Antaramian; and Donna Cook, Executive Director - Kenosha Housing Authority, spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Marks, to approve. Motion carried unanimously.**
4. Award of Performance Contract to Johnson Controls, Inc. (PW-Recommendation Pending)
PUBLIC HEARING: Ron Bursek, Director of Public Works, and Frank Pacetti, City Administrator, recommended approval. **It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad, to approve. Motion carried (ayes:5; noes:1) with Alderman Haugaard voting nay.**
5. Proposal and Cellular Service Agreement Between US Cellular and the City of Kenosha. PUBLIC HEARING: Frank Pacetti, City Administrator, spoke. Chairman Bogdala requested a report/analysis of the savings from this agreement from Mr. Pacetti. **It was moved by Alderman Haugaard, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
6. HOME Program Agreement between the City of Kenosha and Tarantino & Company, LLC for the Casa Del Mare Senior Residential Care Apartment Complex at 3508 7th Avenue. (1st District) PUBLIC HEARING: Mark McCarthy, Housing Development Specialist, and Jim Tarantino, Tarantino and Company, LLC, spoke. **It was moved by Alderman Ohnstad, seconded by Alderman Haugaard, to approve. Motion carried unanimously.**
7. Disbursement Records #13 - \$3,342,006.64 and #14 - \$26,146,735.39. PUBLIC HEARING: No one spoke. **It was moved by Alderman Marks, seconded by Alderman Ohnstad, to approve. Motion carried unanimously.**
8. Budget review presentation by City Administrator Pacetti. PUBLIC HEARING: Frank Pacetti, City Administrator, spoke about the draft budgets and advised that he will have another presentation for the September 8, 2010 Finance Committee meeting. He also said the Committee needs to schedule budget review meetings between November 8 and 11, 2010. **It was moved by Alderman Ruffalo, seconded by Alderman Ohnstad, to receive and file. Motion carried unanimously.**

Finance Committee
Minutes of Meeting Held Monday, August 16, 2010
Page 2

CITIZENS COMMENTS: Frank Pacetti, City Administrator, answered questions from the Committee regarding the City's bond rating.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:14 pm.

NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Wednesday, September 8, 2010.

<p>City Plan Division 625 52nd Street Kenosha, WI 53140 262.653.4030</p>	<p>Kenosha City Plan Commission FACT SHEET</p>	<p>August 26, 2010</p>	<p>Item 7</p>
<p>To Repeal and Recreate Subsection 1.06 A. of the Code of General Ordinances for the City of Kenosha entitled "City Boards and Commissions". PUBLIC HEARING</p>			

LOCATION/SURROUNDINGS:

N/A

NOTIFICATIONS/PROCEDURES:

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

ANALYSIS:

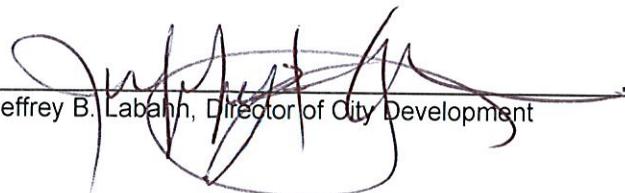
- The State Statutes previously required the City Engineer to be a member of the City Plan Commission.
- The State Statutes have changed and the City Engineer is not required to be on the City Plan Commission.
- Under the Ordinance, the City Plan Commission membership would be reduced from eleven (11) members to ten (10) members.

RECOMMENDATION:

A recommendation is made to approve the Ordinance.



Rich Schroeder, Assistant City Planner
1CPC/2010/Aug26/fact-ord-boards&comm-106A



Jeffrey B. Labahn, Director of City Development

ORDINANCE NO. _____

DRAFT 07.29.10

BY: MAYOR

**TO REPEAL AND RECREATE SUBSECTION 1.06 A.
OF THE CODE OF GENERAL ORDINANCES FOR
THE CITY OF KENOSHA ENTITLED "CITY
BOARDS AND COMMISSIONS"**

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

Section One: Subsection 1.06 A. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is repealed and recreated as follows:

1.06 CITY BOARDS AND COMMISSIONS

A. City Plan Commission. A City Plan Commission is hereby created pursuant to and in accordance with Section 62.23, Wisconsin Statutes, which is incorporated herein by reference, with the exception that, as authorized by Section 62.23 (1), Wisconsin Statutes, the composition of said body shall consist of the Mayor, who shall be its chairperson and presiding officer, the President of the Common Council, who shall be its vice chairperson, ~~the City Engineer~~, a member of the Board of Park Commissioners to be elected by said Commission, a member of the Committee on Public Works (Board of Public Works) to be elected by the Committee (Board) of Public Works, and six (6) citizens appointed by the Mayor and approved by the Common Council who shall be of recognized experience and qualifications. In the event the President of the Common Council is unable or unwilling to serve, he/she shall immediately notify the Mayor and nominate a member of the Common Council to fill the position. The Mayor shall appoint a member of the Common Council to fill the position, subject to the confirmation of the Common Council. The terms of citizen members shall be staggered over a three (3) year period of time so that the terms of no more than two (2) members shall expire in any given year. The Commission shall perform the functions prescribed in Section 62.23(2), Wisconsin Statutes.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Keith G. Bosman

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

62.225 Recycling or resource recovery facilities. A city may establish and require use of facilities for the recycling of solid waste or for the recovery of resources from solid waste as provided under s. 287.13.

History: 1983 a. 27; 1989 a. 335 s. 89; 1995 a. 227.

62.23 City planning. (1) COMMISSION. (a) The council of any city may by ordinance create a “City Plan Commission,” to consist of 7 members. The commission shall also include, as a nonvoting member, a representative from a military base or installation, with at least 200 assigned military personnel or that contains at least 2,000 acres, that is located in the city, if the base’s or installation’s commanding officer appoints such a representative. All members of the commission, other than the representative appointed by the commanding officer of a military base or installation, shall be appointed by the mayor, who shall also choose the presiding officer. The mayor may appoint himself or herself to the commission and may appoint other city elected or appointed officials, except that the commission shall always have at least 3 citizen members who are not city officials. Citizen members shall be persons of recognized experience and qualifications. The council may by ordinance provide that the membership of the commission shall be as provided thereunder.

(d) The members of the commission shall be appointed to hold office for a period of 3 years. Appointments shall be made by the mayor during the month of April for terms that expire in April or at any other time if a vacancy occurs during the middle of a term.

(e) The city plan commission shall have power and authority to employ experts and a staff, and to pay for their services and such other expenses as may be necessary and proper, not exceeding, in all, the appropriation that may be made for such commission by the legislative body, or placed at its disposal through gift, and subject to any ordinance or resolution enacted by the governing body.

(f) Any city may by ordinance increase the number of members of the city plan commission so as to provide that the building commissioner or building inspector shall serve as a member thereof.

(2) FUNCTIONS. It shall be the function and duty of the commission to make and adopt a master plan for the physical development of the city, including any areas outside of its boundaries that in the commission’s judgment bear relation to the development of the city provided, however, that in any county where a regional planning department has been established, areas outside the boundaries of a city may not be included in the master plan without the consent of the county board of supervisors. The master plan, with the accompanying maps, plats, charts, and descriptive and explanatory matter, shall show the commission’s recommendations for such physical development, and shall, as described in sub. (3) (b), contain at least the elements described in s. 66.1001 (2). The commission may from time to time amend, extend, or add to the master plan or carry any part or subject matter into greater detail. The commission may adopt rules for the transaction of business and shall keep a record of its resolutions, transactions, findings, and determinations, which record shall be a public record.

(3) THE MASTER PLAN. (a) The master plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.

(b) The commission may adopt the master plan as a whole by a single resolution, or, as the work of making the whole master plan progresses, may from time to time by resolution adopt a part or parts of a master plan. Beginning on January 1, 2010, or, if the city is exempt under s. 66.1001 (3m), the date under s. 66.1001 (3m) (b), if the city engages in any program or action described in s. 66.1001 (3), the master plan shall contain at least all of the elements specified in s. 66.1001 (2). The adoption of the plan or any

part, amendment, or addition, shall be by resolution carried by the affirmative votes of not less than a majority of all the members of the city plan commission. The resolution shall refer expressly to the elements under s. 66.1001 and other matters intended by the commission to form the whole or any part of the plan, and the action taken shall be recorded on the adopted plan or part of the plan by the identifying signature of the secretary of the commission, and a copy of the plan or part of the plan shall be certified to the common council, and also to the commanding officer, or the officer’s designee, of any military base or installation, with at least 200 assigned military personnel or that contains at least 2,000 acres, that is located in or near the city. The purpose and effect of the adoption and certifying of the master plan or part of the plan shall be solely to aid the city plan commission and the council in the performance of their duties.

(4) MISCELLANEOUS POWERS OF THE COMMISSION. The commission may make reports and recommendations relating to the plan and development of the city to public officials and agencies, public utility companies, civic, educational, professional and other organizations, and citizens. It may recommend to the mayor or council, programs for public improvements and the financing thereof. All public officials shall, upon request, furnish to the commission, within a reasonable time, such available information as it may require for its work. The commission, its members and employees, in the performance of its functions, may enter upon any land, make examinations and surveys, and place and maintain necessary monuments and marks thereon. In general, the commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning.

(5) MATTERS REFERRED TO CITY PLAN COMMISSION. The council, or other public body or officer of the city having final authority thereon, shall refer to the city plan commission, for its consideration and report before final action is taken by the council, public body or officer, the following matters: The location and architectural design of any public building; the location of any statue or other memorial; the location, acceptance, extension, alteration, vacation, abandonment, change of use, sale, acquisition of land for or lease of land for any street, alley or other public way, park, playground, airport, area for parking vehicles, or other memorial or public grounds; the location, extension, abandonment or authorization for any public utility whether publicly or privately owned; all plats of lands in the city or within the territory over which the city is given platting jurisdiction by ch. 236; the location, character and extent or acquisition, leasing or sale of lands for public or semipublic housing, slum clearance, relief of congestion, or vacation camps for children; and the amendment or repeal of any ordinance adopted pursuant to this section. Unless such report is made within 30 days, or such longer period as may be stipulated by the common council, the council or other public body or officer, may take final action without it.

(6) OFFICIAL MAP. (a) As used in this subsection, “waterways” includes rivers, streams, creeks, ditches, drainage channels, watercourses, lakes, bays, ponds, impoundment reservoirs, retention and detention basins, marshes and other surface water areas, regardless of whether the areas are natural or artificial.

(am) 1. In this paragraph:

a. “Airport” means an airport as defined under s. 114.002 (7) which is owned or operated by a county, city, village or town either singly or jointly with one or more counties, cities, villages or towns.

b. “Airport affected area” means the area established by an agreement under s. 66.1009. If a county, city, village or town has not established such an agreement, “airport affected area” in that county, city, village or town means the area located within 3 miles of the boundaries of an airport.

2. If the council of any city which is not located in whole or in part in a county with a population of 500,000 or more has established an official map under par. (b), the map shall show the location of any part of an airport located within the area subject to zon-

ORDINANCE NO.

BY: ALDERPERSON RAY MISNER

TO ADD THE FOLLOWING LANGUAGE TO THE TITLE OF SECTION 1.06 REGARDING “CITY BOARDS AND COMMISSIONS”; TO REPEAL AND RECREATE SECTION 29.03.3 PARAGRAPH 2 REGARDING “FINANCIAL DISCLOSURE”; TO REPEAL AND RECREATE SECTION 29.04. AND 29.04.2 OF THE CODE OF GENERAL ORDINANCES REGARDING “TIME FOR FILING”

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

Section One: To add the following language to the title of Section 1.06 of the Code of General

Ordinances for the City of Kenosha, Wisconsin, as follows:

1.06 CITY BOARDS AND COMMISSIONS. Each member of a City Board or Commission shall take and file the official oath prior to assuming the position.

Section Two: To repeal and recreate Section 29.03.3 Paragraph 2 of the Code of General

Ordinances for the City of Kenosha, Wisconsin, as follows:

4. All City Board and Commission members.

Section Three: To repeal and recreate Sections 29.04.1 and 29.04.2 of the Code of General

Ordinances for the City of Kenosha, Wisconsin, as follows:

29.04 TIME FOR FILING City officers, employees and candidates for office shall file their statement of economic interest within the following time limits:

1. For new officers, employees, Board and Commission Members, within thirty (30) days after taking their office or position.
2. For current officers, employees, Board and Commission Members, within thirty (30) days after the effective date of this Ordinance.
3. For candidates for City elected office, by 4:30 P.M. on the next working day following the last day for the filing of nomination papers.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special Assessment Levied by Resolution No. 115-10 Against Parcel No. 07-222-13-326-002 (3105 15th Street), Kenosha, Wisconsin

WHEREAS, on August 16, 2010, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 115-10 levying special assessments for boarding and securing various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, the Department of Neighborhood Services and Inspections has determined that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 07-222-13-326-002 (3105 15th Street), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$190.12 levied by Resolution No. 115-10 against Parcel No. 07-222-13-326-002 (3105 15th Street) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$190.12 for a total of \$1,913.78.

Passed this _____ day of _____, 2010.

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, Deputy City Clerk
Debra L. Salas

Drafted by:
Department of Neighborhood Services and Inspections

/saz

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

**RESOLUTION TO CORRECT RESOLUTION #088-10
FOR SIDEWALK AND/OR DRIVEWAY APPROACHES**

PROJECT #09-1016 RESURFACING PHASE III

WHEREAS, Resolution #88-10 for Project #09-1016 Resurfacing Phase III (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) in the amount of \$12,640.32 was passed by the Kenosha Common Council on June 21, 2010,

WHEREAS, it has been determined that a special assessment against Parcel #11-223-30-352-015 in the amount of \$316.80 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #11-223-30-352-010 in the amount of \$112.00 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$12,640.32 to \$12,211.52.

Passed this 8th day of September, 2010.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, Deputy City Clerk

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

RESOLUTION TO CORRECT RESOLUTION #089-10
FOR SIDEWALK AND/OR DRIVEWAY APPROACH

PROJECT #09-1021 RESURFACING PHASE IV

WHEREAS, Resolution #89-10 for Project #09-1021 Resurfacing Phase IV (26th Avenue - 80th Street to Lincoln Road) in the amount of \$4,824.64 was passed by the Kenosha Common Council on June 21, 2010,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-12-182-013 in the amount of \$112.00 for sidewalk repair was levied in error,

WHEREAS, it has been determined that a special assessment against Parcel #04-122-12-182-004 in the amount of \$345.60 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$4,824.64 to \$4,367.04.

Passed this 8th day of September, 2010.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, Deputy City Clerk

**RESOLUTION NO. _____
BY: FINANCE COMMITTEE**

**RESOLUTION TO CORRECT RESOLUTION #090-10
FOR SIDEWALKS AND/OR DRIVEWAY APPROACHES**

PROJECT #09-1208

WHEREAS, Resolution #90-10 for Project #09-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) in the amount of \$ 14,610.03 was passed by the Kenosha Common Council on June 21, 2010,

WHEREAS, it has been determined that Parcel #10-223-19-255-016 was incorrectly billed in the amount of \$560.00, and should have been billed in the amount of \$224.00.

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$14,610.03 to \$14,274.03.

Passed this 8th day of September, 210.

Approved:

Keith G. Bosman, Mayor

Attest:

Debra L. Salas, Deputy City Clerk

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET, Room 201
Kenosha, Wisconsin 53140
PHONE (262) 653-4170
FAX (262) 653-4176



EDWARD R. ANTARAMIAN
CITY ATTORNEY
MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY
WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY
JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

August 19, 2010

TO: Debbie Salas,
Deputy City Clerk/Treasurer

FROM: Edward R. Antaramian,
City Attorney

RE: **Resolution To Levy A Special Tax Per Authority of Charter
Ordinance No. 26, As Amended, Upon Certain Parcels of
Land Within The City of Kenosha, Wisconsin**

Kindly place the above Resolution on the next Common Council Agenda for referral to the Committee on Finance. Thank you.

A handwritten signature in black ink, appearing to read "Edward R. Antaramian".

EDWARD R. ANTARAMIAN,
City Attorney

ERA:kav

Attachment

cc: Mr. Randall E. Wergin,
Director of Environmental Health,
Kenosha County Health Department

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

**TO LEVY A SPECIAL ASSESSMENT UNDER AUTHORITY OF
CHARTER ORDINANCE NO. 26, AS AMENDED, UPON CERTAIN
PARCELS OF LAND WITHIN THE CITY OF KENOSHA, WISCONSIN**

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

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

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated August 16, 2010, for the City of Kenosha, a report on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of Four Thousand Four Hundred Fourteen Dollars and forty-five cents (\$4,414.45) are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this ____ day of _____, 2010.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

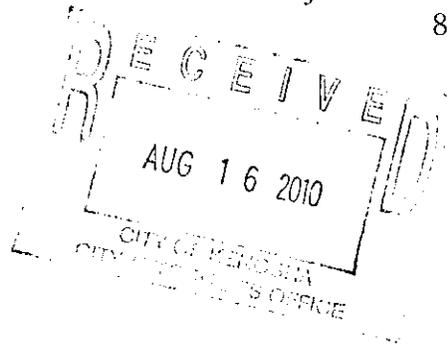
Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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



DATE: August 16, 2010

TO: Edward R. Antaramian, City Attorney

FROM: Randall E. Wergin, R.S., Environmental Health Director *REW*

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

1.)	1707 71st St	PARCEL #	05-123-06-379-003
	<u>OWNER OF RECORD:</u> Jose & Rebecca Villanueva 1707 71st St Kenosha WI 53143	<u>ASSESSMENT:</u>	
	Cleanup Date: 7/1/2010	Administrative Fee	75.00
		Clean up	200.00
		Certified Mail	6.15
		Newspaper Posting	20.06
		TOTAL:	301.21
2.)	5110 24th Av	PARCEL #	09-222-36-181-018
	<u>OWNER OF RECORD:</u> KB Horizon LLC 8915 38th Av Kenosha WI 53142	<u>ASSESSMENT:</u>	
	Cleanup Date: 7/7/2010	Administrative Fee	75.00
		Clean up	85.00
		Certified Mail	
		Newspaper Posting	
		TOTAL:	160.00
3.)	8312 25th Av	PARCEL #	04-122-12-478-033
	<u>OWNER OF RECORD:</u> Christopher Miller 5415 64th St Kenosha WI 53142	<u>ASSESSMENT:</u>	
	Cleanup Date: 7/12/2010	Administrative Fee	75.00
		Clean up	145.00
		Certified Mail	6.15
		Newspaper Posting	19.04
		TOTAL:	245.19
4.)	7417 26th Av	PARCEL #	01-122-01-479-018
	<u>OWNER OF RECORD:</u> Secretary of Hud 451 Seventh St SW RM 6137 Washington DC 20410	<u>ASSESSMENT:</u>	
	Cleanup Date: 7/12/2010	Administrative Fee	75.00
		Clean up	275.00
		Certified Mail	6.15
		Newspaper Posting	
		TOTAL:	356.15

5.) **5506 23rd Av** PARCEL # 09-222-36-477-018

OWNER OF RECORD:

Provision Properties LLC
20344 Rose Cottage Way
Land O Lakes FL 34637-5801

Cleanup Date: 7/12/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	100.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	181.15

6.) **4212 21st Av** PARCEL # 11-223-30-354-017

OWNER OF RECORD:

Robert & Tiffany Oglesby
4212 21st Av
Kenosha WI 53144

Cleanup Date: 7/12/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	170.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	251.15

7.) **6106 23rd Av** PARCEL # 01-122-01-107-021

OWNER OF RECORD:

Andrew & Julie Bavetz
6106 23rd Av
Kenosha WI 53143

Cleanup Date: 7/19/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	166.15

8.) **6712 25th Av** PARCEL # 01-122-01-404-030

OWNER OF RECORD:

John Sanville
244 Edgewood Cr
Elkhorn WI 53121

Cleanup Date: 7/19/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	
Newspaper Posting	
TOTAL:	160.00

9.) **6523 32nd Av** PARCEL # 01-122-01-284-009

OWNER OF RECORD:

HSBC Bank USA
12650 Ingenuity Dr
Orlando FL 32826

Cleanup Date: 7/20/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	275.00
Certified Mail	
Newspaper Posting	
TOTAL:	350.00

10.) **4604 50th St** PARCEL # 08-222-35-128-007

OWNER OF RECORD:

Liquidation Properties LLC
4600 Regent Blvd Ste 200
Irvine TX 75063

Cleanup Date: 7/20/2010

ASSESSMENT:

Administrative Fee	75.00
Clean up	285.00
Certified Mail	6.15
Newspaper Posting	
TOTAL:	366.15

11.) **6820 23rd Av** PARCEL # 01-122-01-408-013

OWNER OF RECORD:

Patrick Langston
6820 23rd Av
Kenosha WI 53143

Cleanup Date: 7/23/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 290.00
Certified Mail
Newspaper Posting
TOTAL: 365.00

12.) **1412 68th St** PARCEL # 05-123-06-302-013

OWNER OF RECORD:

A Robert Shay
708 Diamond Lake Rd Unit 5
Mundelein IL 60060-3566

Cleanup Date: 7/29/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 275.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 356.15

13.) **4407 6th Av** PARCEL # 11-223-30-484-002

OWNER OF RECORD:

Molino LLC
1326 40th Ct
Kenosha WI 53144

Cleanup Date: 7/29/2010

ASSESSMENT:

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

14.) **4217 5th Av** PARCEL # 11-223-30-476-009

OWNER OF RECORD:

Bradford Hellman LLC
1390 Sonoma Ct
Gurnee IL 60031

Cleanup Date: 7/30/2010

ASSESSMENT:

Administrative Fee 75.00
Clean up 845.00
Certified Mail 6.15
Newspaper Posting
TOTAL: 926.15

CHARTER 26 TOTAL	\$ 4,414.45
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DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith G. Bosman
Members of Common Council
Members of Finance Committee

FROM: A. Zohrab Khaligian, Community Development Specialist *AZK*

DATE: September 1, 2010

SUBJECT: *Contract for Coordination of Remediation by and between Bear Development, LLC, the City of Kenosha, Wisconsin and TRC Companies, Inc.*

The purpose of this memo is to request the adoption of the Contract for Coordination of Remediation by and between Bear Development, LLC, the City of Kenosha, Wisconsin and TRC Companies, Inc.

Paragraph 5.f.i of the Contract of Purchase and Sale for this project specified that on or before September 1, 2010 Bear Development shall enter into an agreement with the City and TRC (the City's environmental consultant) to be bound by and pay for the City's obligations under the Exit Strategy Contract dated March 28, 2002 between the previous owners of the property (Outokumpu Copper Kenosha & Atlantic Richfield Company), the City and TRC. These obligations include who is responsible for remediating any pre-existing pollution conditions versus any new pollution conditions, and developing the property in compliance with the WDNR approved Remedial Action Plan and a Material Management Plan to be prepared by Bear Development, and approved by the WDNR on or before December 31, 2010.

The enclosed contract was prepared by the City and TRC and forwarded to Bear Development on August 20, 2010. In accordance with Paragraph 7 of the Contract of Purchase and Sale for this project, the September 1, 2010 deadline listed above was administratively extended to 4:30 pm on September 9, 2010 to allow for the Finance Committee and Common Council to consider this Contract.

A proposed red-line Contract may be presented at the September 8, 2010 Finance Committee and Common Council meetings based on any discussions that may occur between Bear Development, the City and TRC from the date of this memo to the date of the meetings.

Please contact me at 653-4030 if you have any questions.

ZK:sks
Enclosure

CONTRACT FOR COORDINATION OF REMEDIATION

By and Between

**BEAR DEVELOPMENT LLC,
A Wisconsin Limited Liability Company,**

and

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

and

**TRC COMPANIES, INC.,
A Delaware Corporation**

THIS CONTRACT FOR COORDINATION AND REMEDIATION, (this “Contract”) is made by and between **BEAR DEVELOPMENT, LLC**, a Wisconsin limited liability company, (**“BUYER”**) and/or assigns, and the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation duly organized under the laws of the State of Wisconsin, (**“CITY”**) and the **TRC COMPANIES, INC**, a Delaware corporation, (**“TRC”**) (collectively, **BUYER, CITY** and **TRC**, the **“Parties”**). This Contract shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution (**“Effective Date”**).

W I T N E S S E T H:

WHEREAS, CITY presently owns and holds fee simple title to that certain property (the **“Property”**) containing approximately 3.83 acres, located in the City of Kenosha, County of Kenosha, State of Wisconsin, which is illustrated on Exhibit **“A”** and which is generally referred to as Lots 1 and 2 of CSM 2465, recorded March 11, 2005, with the Kenosha County Register of Deeds as Document No. 1424977, excepting therefrom the right of way dedication for 18th Avenue recorded September 9, 2005 with the Kenosha County Register of Deeds as Document No. 1449538; and,

WHEREAS, the Property is part of a larger redevelopment site (**“Redevelopment Site”**) shown on Exhibit **“B”**; and,

WHEREAS, CITY desires to have the Property redeveloped through the construction of a multi-family residential development in accordance with the June, 2002 Urban Land Institute Advisory Services Panel Report; and,

WHEREAS, CITY, has entered into a Contract of Purchase and Sale with **BUYER** and the Redevelopment Authority of the City of Kenosha (**“Contract of Purchase and Sale”**); and

WHEREAS, CITY (and former owners of the Property), entered into an Exit Strategy Contract with TRC to perform certain Remediation of Preexisting Pollution Conditions under Environmental Law; and

WHEREAS, the purpose of this Contract is to coordinate such ongoing Remediation with concurrent development of the Property by **BUYER.**

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and among the undersigned, each being represented by legal counsel, and intending to be legally bound hereby, as follows:

1. Definitions.

a. The definitions of the Exit Strategy Contract referenced in this Contract shall apply hereto unless superseded by further definition herein. When such definitions are used, they are capitalized.

b. “Concept Plan” shall mean the concept plan for the development of the Property consistent with the plan for development attached hereto as Exhibit C and attached to the Contract of Purchase and Sale as Exhibit C.

2. TRC Companies Exit Strategy Contract. On or about March 28, 2002, **CITY, TRC** and former owners of the Property entered into an Exit Strategy Contract for the Remediation of Preexisting Pollution Conditions on Site pursuant to Environmental Law (the “Exit Strategy Contract”), a copy of which was previously provided to **BUYER.** The Exit Strategy Contract is incorporated herein by reference.

a. Future Conveyances. Consistent with the Concept Plan and in accordance with Paragraph 24 of the Exit Strategy Contract, titled “Future Conveyance(s)”, **BUYER** and its successors and assigns, agree to be bound by **CITY's** obligations relating to the Property under the Exit Strategy Contract (to the extent they are continuing or unsatisfied) under Paragraphs 5 through 9 and 16 of the Exit Strategy Contract, including specifically the obligations imposed by Paragraph 6.c., and Paragraph VII.Q. of the AIG Policy (Sale or Transfer of Covered Locations).

b. Assignments. With regard to the Property, **CITY,** pursuant to the terms of Paragraph 25(a) of the Exit Strategy Contract, entitled “Assignment”, agrees to assign to the **BUYER** and the **BUYER** agrees to assume consistent with the Concept Plan, in writing, at the Closings for each of the Parcels the benefits together with the obligations that apply to the Property accruing to **CITY** under the Exit Strategy Contract, including, but not limited to the obligations contained in Paragraph 6 of the Exit Strategy Contract.

c. Recordable Documentation. The parties understand and agree that the Memorandum of Contract for Coordination of Remediation attached hereto as Exhibit “E” shall be recorded with the Kenosha County Register of Deeds.

d. No Alteration or Modification of Exit Strategy Contract. Nothing contained herein shall be deemed to alter or modify the rights or obligations of **TRC** or the **CITY** under the Exit Strategy Contract with respect to any party thereto or hereto.

3. Access to the Property.

a. **TRC Easement.** **BUYER** is aware that **CITY** provided **TRC** with an Environmental Remediation Access Easement dated March 19, 2002, a copy of which is attached hereto as Exhibit "F", and incorporated herein by reference. **BUYER** agrees that it must, and hereby does, assume the obligations of **CITY** thereunder but only as to the Property.

b. **Access.** **BUYER**, upon acquiring title to the Property, shall provide **TRC** with reasonable access to the Property for the purposes of **TRC** performing its obligations under the Exit Strategy Contract which shall include, but shall not necessarily be limited to on-going monitoring and inspection. **TRC** agrees to repair any damage caused to or occasioned by the access to the Property and to restore the Property to its condition prior to such access. To the extent practicable and consistent with the requirements of **WDNR**, **TRC** agrees that the Remediation system components, such as monitoring wells shall be located in areas that are consistent with the Concept Plan and in coordination with **BUYER**. **BUYER** agrees that such components shall not be disturbed or relocated without **TRC**'s permission and at **BUYER**'s sole cost and expense.

4. Coordination of Remediation and Development, and Cooperation with Wisconsin Department of Natural Resources

a. The Parties agree to coordinate and cooperate fully and in good faith with each other in the planning and execution of the Remediation and development of the Property. **TRC** shall give the **CITY** and **BUYER** a meaningful opportunity to review (for a period of up to 10 working days) and comment on any and all project work plans (or substantial amendments thereof) before they are submitted to any Governmental Authority and to address any comments made by the **CITY** and **BUYER**. The **CITY** and **BUYER** are entitled to participate in meetings and other interactions between **TRC** and any Governmental Authority. The **CITY** and **BUYER** agree to refrain from communicating with **WDNR** or any Governmental Authority regarding the Baseline Remediation of the Site in a manner that is inconsistent with **TRC**'s communications except as otherwise provided in paragraph 5(b)(6) of the Exit Strategy Contract. The **CITY** has the authority to control discussions and/or negotiations with **WDNR** over the construction of protective barriers pursuant to Paragraph 6(a) of the Exit Strategy Contract, provided, however, that the **CITY** and **BUYER** must coordinate and cooperate fully and in good faith with **TRC** in planning and constructing such protective barriers; such coordination and cooperation shall include giving **TRC** a meaningful opportunity to review (for a period of up to ten (10) working days) and to comment on any and all protective barrier work plans (or substantial amendments thereof) before they are submitted to any Governmental Authority and to address any comments made by **TRC**. In the event a Party believes that another Party's communication (or planned communication) with a Governmental Authority is inconsistent with terms of this Contract or the Exit Strategy Contract, the Party may raise the issue with the Mediator (as described in Paragraph 16 of the Exit Strategy Contract) and the Parties shall be bound by the decision of the Mediator. However, in the event that the commencement or completion of the remediation process would cause the Party to miss a delivery date required by the Governmental Authority or otherwise to violate some legal requirement, the Party will be permitted to communicate in the manner that the Party deems appropriate, but subject to such later revision as may be required by the Mediator.

b. **Notice to TRC.** Prior to commencement of construction of any phase of development of the Property, **BUYER** shall send to **TRC** and **CITY**, written notice of all land disturbing activities to be performed in connection with such phase of development and the name,

address, phone number and contact person of any contractor or subcontractor performing such work.

c. Remedial Action Plan. BUYER acknowledges that the Wisconsin Department of Natural Resources (“WDNR”) has approved a remediation action plan for the Property (“RAP”), which contains soil management requirements. The RAP was submitted to WDNR on or about August 26, 2004 and is incorporated herein by reference. The RAP was approved by the WDNR on or about October 7, 2004. BUYER agrees to strictly and diligently comply with the RAP. In the event BUYER violates the RAP, BUYER shall, in writing, promptly notify WDNR, CITY and TRC. BUYER shall be responsible at its sole cost and expense for promptly performing any and all responsible actions necessary to correct the violation and the effects thereof including, but not limited to any response actions required by the WDNR.

d. Deed Restriction. BUYER agrees to accept, record and comply with any deed restrictions, deed notice, GIS Registry listing or other conditions or restrictions the WDNR requires to be imposed upon the Property as a condition of issuing a Case Closure Letter and/or Project Completion in accordance with and as defined in NR 726, Wisconsin Administrative Code (the “Deed Restriction”). Not less than thirty (30) days prior to submittal of the Deed Restriction to WDNR, TRC shall deliver the proposed Deed Restriction to CITY and BUYER for review and comment. TRC agrees to consider in good faith, CITY and BUYER's comments to the Deed Restriction. BUYER understands and agrees that the deed restriction will likely limit or restrict the disturbance of the cap and may contain restrictions or prohibitions on the types of activities which may be conducted at the Property to ensure that the cap is not disturbed and that the exposure to the subsurface soil is minimized. BUYER understands and shall be responsible for the obligations imposed in the Deed Restriction, such as maintenance of the cap.

e. TRC's Remediation Obligations. BUYER and CITY acknowledge that TRC is responsible for the Remediation of Preexisting Pollution Conditions under the Exit Strategy Contract only to the extent necessary to achieve Baseline Remediation.

f. Handling Activities. The parties to this Contract acknowledge that the disturbance of soil and/or subsurface areas of the Property in connection with construction-related activities, such as final grading, excavation, installation of footings, utility lines, conduits or piping, and installation of landscaping (the “Construction Activities”), will likely occur in connection with the redevelopment and use of the Property. The parties also acknowledge that in the course of performing such Construction Activities, Pollutants may be encountered in the soil or groundwater. The BUYER and CITY agree that TRC shall not have any liability or responsibility to BUYER or CITY, or future owners or developers for the handling, testing, removal, transporting, treatment or disposal of any soil or groundwater which is excavated or removed during the performance of the Construction Activities, (the “Handling Activities), without regard to whether such soil or groundwater contain Pollutants. Except as otherwise specified in Paragraph 4. f. herein, the cost and expense of Handling Activities for such soil or groundwater shall be borne by BUYER or future owners or developers and in no case by TRC or the CITY. However, in the event Preexisting Pollution Conditions are encountered or discovered during the performance of the Construction Activities, TRC is obligated under the Exit Strategy Contract to address all such Preexisting Pollution Conditions at its sole cost and expense (except the costs of Handling Activities) to the extent that, had the WDNR known about the Preexisting Pollution Conditions, TRC would have had to perform Remediation of the Preexisting Pollution Conditions to achieve Baseline Remediation and Project Completion.

g. Development Schedule. Provided that the WDNR is satisfied with the progress of the installation of a cap/barrier at the Site, **TRC** agrees that the **BUYER's** Concept Plan and Schedule for the development of the Parcels as set forth in the Concept Plan and the Progress and Completion Schedule (attached hereto as Exhibits C and D, respectively) will be deemed to satisfy the **CITY's** obligation set forth in Paragraph 6(a) of the Exit Strategy Contract to promptly begin construction of commercial use(s) of the kind embedded in the definition of Baseline Remediation. **TRC** agrees that it will refrain from communication(s) with the WDNR which indicate that the progress is untimely.

5. Indemnification.

a. TRC hereby agrees to indemnify and hold harmless the **CITY, BUYER** and their successors or assigns to the Property for all costs, damages, expenses, liabilities, obligations, responsibilities, losses or claims on account of, with respect to, or in any way connected with or arising out of Environmental Remediation Liability, but only for Preexisting Pollution Conditions; provided however that this agreement to indemnify and hold harmless shall not apply to Excluded Matters as defined in the Exit Strategy Contract.

b. TRC further agrees to indemnify and hold harmless **CITY** and **BUYER** as follows:

- (1) **TRC** agrees to indemnify, defend, and hold harmless **CITY** and **BUYER**, from any and all claims, costs, damages, expenses, judgments, liabilities, fines, penalties, and losses of any nature or kind whatsoever, including, but not limited to, legal costs and expenses (collectively referred to hereinafter as "Claims"), by reason of injury or death or damage to persons or property to the extent caused by negligent acts or omissions, or other misconduct of **TRC** and/or its agents.
- (2) **TRC** agrees to indemnify, defend and hold harmless **CITY** and **BUYER**, from any and all Claims by reason of: (1) violations, alleged or otherwise of, or non-compliance with, Environmental Laws by **TRC** and/or its agents after the effective date of the Exit Strategy Contract, (2) a breach by **TRC** of the terms of this Contract or the Exit Strategy Contract, (3) any failure or undue delay on the part of **TRC** to perform the Demolition or the Remediation of the Preexisting Pollution Conditions, (4) those matters caused by the negligent acts, omissions or other misconduct of **TRC**, its officers, agents, employees, and subcontractors, or (5) the off-Site disposal of Pollutants, which are removed and transported for off-Site disposal by **TRC** as part of the Demolition work or the Remediation of Pollutants contemplated by the Exit Strategy Contract.
- (3) **TRC** shall have no obligation, responsibility or liability, including any obligation of indemnity or defense, for (1) fines and penalties, (2) bodily injury, (3) property damage or (4) the loss component of natural resource damage claims relating to the Site or off-Site property, regardless of when or how the condition which forms the basis of such a claim is alleged to have occurred, except for fines and penalties, bodily injury,

property damage or natural resource damage claims, which result from the negligent performance or nonperformance of **TRC's** obligations and responsibilities under the Exit Strategy Contract which result from an act or omission by **TRC**, its officers, agents, employees, or subcontractors.

(4) For purposes of this Paragraph 5.b., **CITY** and **BUYER** shall include their subsidiaries, parents, subsidiaries of parents, affiliates, successors, assigns, lessees, directors, officers, public officials, agents, and employees, and each of them. However, officers, public officials, directors, shareholders and employees are included only for acts or omissions within the scope of their duties.

c. The **CITY** shall defend and indemnify **TRC** for any and all Claims that may be brought against **TRC** for any Pollutants determined not to be a Preexisting Pollution Condition pursuant to Paragraph 8(a)(6) of the Exit Strategy Contract, and that are not caused by **TRC** or its agents.

d. **CITY** shall defend and indemnify **BUYER** for any and all claims for New Pollution Conditions caused by **CITY** or its agents. For the purpose of this Contract, and the transaction contemplated herein, **TRC** is an independent contractor and shall not be deemed to be an agent of **CITY**.

e. **BUYER** shall defend and indemnify **CITY** and **TRC** for any and all claims for New Pollution Conditions caused by **BUYER** or its agents, employees, contractors, subcontractors, affiliates, successors or assigns.

f. Notwithstanding any other provision of this Contract or the Exit Strategy Contract, **BUYER** shall defend and indemnify **TRC** for any and all (i) increased costs concerning, resulting from, associated with, or caused by any Site work, Demolition work and with any additional Remediation beyond Baseline Remediation incurred by **TRC** and (ii) risks or liabilities (including Claims) concerning, resulting from, associated with, or caused by development of the Site for any use other than that which is embedded in the definition of Baseline Remediation.

6. Site Remediation Insurance

a. **CITY** and **TRC** shall use commercially reasonable efforts to cause **BUYER** to be named as an additional Named Insured under the Pollution Legal Liability Select Cleanup Cost Cap Insurance Policy issued under the Exit Strategy Contract by American International Specialty Lines Insurance Company, Policy No. 1958106 with a policy period from March 19, 2002, to March 19, 2032 (the "Policy"), with all rights and benefits of the Named Insured under the Policy. Written notice of such designation as a named insured and in a form and substance acceptable to **BUYER**, shall be delivered to **BUYER** on or before the sixtieth (60th) day following the Effective Date, however, no later than commencement of construction of the first phase of development. Any additional premium, costs, or fees charged by the insurer to designate **BUYER** as an additional Named Insured shall be paid by **BUYER**. **BUYER** acknowledges the requirements of Paragraph VII.Q. of the AIG Policy (Sale or Transfer of Covered Locations), including its forty-five (45) day notice requirement, and represents that **BUYER** has complied with the same.

b. **BUYER** acknowledges and agrees to comply with all applicable provisions of the Policy relating to the obligations of the **BUYER** for the Property. **BUYER** shall indemnify **CITY** and **TRC** for any and all losses, costs, liabilities, responsibilities and expenses of every type and nature occurring as a result of **BUYER's** failure to comply with the **BUYER's** provisions of the Policy.

7. **Notices from CITY.** **CITY** shall promptly after obtaining knowledge thereof advise **BUYER** and **TRC** in writing of: (a) any governmental or regulatory actions instituted or threatened in writing under any Environmental Law affecting the Property or any indemnification hereunder including, without limitation, any notice of inspection, abatement or non-compliance; (b) all claims made or threatened in writing by any third party against **BUYER**, **CITY** or the Property relating to any Environmental Remediation Liability or a violation of Environmental Law; and (c) **CITY's** discovery of any occurrence or condition on the Property or any real property adjoining or in the vicinity of the Property which could subject **BUYER** or the Property to a claim under any Environmental Law or Environmental Remediation Liability or to any restrictions on ownership, occupancy, transferability or use of the Property under any Environmental Law. **CITY** shall deliver to **BUYER** any documentation or records regarding the above and which are susceptible of being obtained by **CITY** without undue cost or expense and without the necessity for initiating legal proceedings to obtain the same.

8. **Notice and Settlement of Claims Against BUYER**

a. **Notice.** **BUYER** agrees that it shall provide **CITY** and **TRC** with written notice of any claim or demand which **BUYER** has determined could give rise to a right of indemnification under this Contract. Such notice shall be given within a reasonable time after **BUYER** becomes aware of facts and shall specify, to the best of **BUYER's** knowledge, the facts giving rise to the alleged claim, and the amount to the extent determinable, or liability for which indemnity is asserted.

b. **Consent.** **BUYER** agrees that it will not settle or otherwise compromise any action, suit or proceeding brought against **BUYER** on a claim indemnified hereunder without the prior written consent of any party to this Contract from whom indemnification for the claim may be sought which consent shall not be unreasonably withheld. The **CITY** also agrees that **CITY** will not settle or compromise such action, suit or proceeding without the prior written consent of any party to this Contract from whom indemnification for the claim may be sought which consent shall not be unreasonably withheld.

9. **Transfer of Parcels.** **BUYER** shall not sell, transfer or assign or convey its interest in the Property without the prior written consent of **CITY**. Any sale, transfer, assignment or conveyance whether voluntary or involuntary or as a result of foreclosure, bankruptcy, reorganization, insolvency or otherwise shall not be effective until: (i) the transferor and the transferee enter into an assignment and assumption agreement (“Assignment Agreement”) to undertake **BUYER'S** obligations under this Contract and the Exit Strategy Contract for the Property, which include, but are not limited to the obligations of **BUYER** under this Contract and the Exit Strategy Contract as necessary to achieve Case Closure, and to obtain an equivalent agreement from all subsequent transferees; and, (ii) **CITY** and **TRC** accepts in writing such Assignment Agreement.

10. Insurance.

a. Liability Insurance. Prior to entry onto the Property, **BUYER** shall provide **CITY** and **TRC** with written evidence of public liability insurance which shall be provided by an insurance company rated A12 or better by the current Best's Key Rating Guide and shall be licensed to do business in the State of Wisconsin. Such insurance policies may be under the name of Bear Development LLC and shall name **CITY** and **TRC** as an additional insured and shall insure against injury to property, persons or loss of life arising in connection with the Property and its Development in an amount of not less than Two Million (\$2,000,000.00) Dollars, combined single limit per occurrence/aggregate, plus an umbrella policy of not less than Three Million (\$3,000,000.00) Dollars. Such insurance shall be written on an "occurrence" basis and not on a "claims made" basis. In the event the Property, or any Parcel or Parcels are sold, transferred, assigned or otherwise conveyed to a development entity or other third party (collectively, the "Transferee") as permitted under the Contract of Purchase and Sale prior to the issuance of a Certificate of Completion for the respective Parcel, the Transferee shall be responsible for satisfying the obligations of this Paragraph. The obligation to provide the insurance coverage as set forth in this Paragraph shall be a continuing obligation of **BUYER** and Transferee, which obligation shall not be merged into the Deed, and shall survive Closing and continue so long as **BUYER** and/or Transferee does any work on the Property including work done after the Closing. The obligation to provide insurance coverage as required in this Paragraph shall terminate upon the completion of the development and issuance of a Certificate of Completion under Section 16.e of the Contract of Purchase and Sale entered into by and between **BUYER, CITY** and **REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA.**

b. Environmental Liability Insurance. **BUYER** shall provide to **CITY** and **TRC**, at **BUYER's** expense, an Environmental Liability Insurance Policy naming **BUYER** as the insured and naming **CITY** and **TRC** as additional insureds. The Policy shall be issued by an insurer licensed to do business in the State of Wisconsin and which is acceptable to **CITY** and **TRC**. The Policy shall include those coverages, limits of insurance, and other terms and conditions as may be required by **CITY** and **TRC**, including but not limited to coverage for on-site clean-up of pre-existing conditions, on-site clean-up of new conditions, third-party claims for on-site bodily injury and property damage, third-party claims for off-site clean-up resulting from new conditions, and third-party claims for off-site bodily injury and property damage. The foregoing coverages shall be in an amount of not less than Two Million (\$2,000,000.00) Dollars each incident and Ten Million (\$10,000,000.00) Dollars aggregate. **BUYER** warrants that it will obtain no additional environmental liability insurance with respect to the Property without either naming the **CITY** and **TRC** as additional insureds or obtaining a waiver from the **CITY** and **TRC** with respect to being named on any additional policy. **BUYER** shall provide written evidence of such policy to **CITY** and **TRC** within five (5) days following the Closing or prior to the start of construction, whichever is earlier.

11. Notices. All notices and other communications required or permitted hereunder shall be in writing and deemed given when mailed certified mail return receipt requested, or overnight courier, addressed to **CITY, TRC** or **BUYER**, as the case maybe, at the address therefor set forth below, or at such other address as either party shall hereafter designate by like notice.

If to **CITY**, then to: Michael K. Higgins,
City Clerk/Treasurer/Assessor,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

with a copy to: Edward R. Antaramian,
City Attorney
Municipal Building, Room 201,
625 - 52nd Street,
Kenosha, Wisconsin 53140.

If to **TRC**, then to: Ronald E. Bock,
TRC Companies, Inc.,
123 Technology Drive,
Irvine, California 92618

with a copy to: Martin Dodd,
TRC Companies, Inc.,
5 Waterside Crossing,
Windsor, Connecticut 06095

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

with a copy to: John E. Hotvedt,
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, SC,
432 Milwaukee Avenue,
PO Box 700,
Burlington, WI 53105

12. Modification. Neither this Contract nor any term or condition hereof may be modified or amended, except by an agreement in writing, executed and delivered by the party against whom enforcement of such modification or amendment is sought.

13. Successors; Assigns. This Contract and all of the terms and conditions hereof, and the various instruments executed and delivered pursuant hereto shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. **BUYER** may not assign this Contract, including to any successors, without the prior written consent of **CITY** and **TRC**. Any attempt to do so without obtaining such consent shall be void.

14. Headings. The headings of the sections and subsections of this Contract are for purposes of convenience only and shall in no way affect the construction of any of the terms or conditions hereof.

15. Choice of Law and Forum. The Parties agree that Wisconsin law will apply to this Contract and all disputes will be adjudicated in Kenosha County Circuit Court, or the federal

District Court for the Eastern District of Wisconsin subject, however, to those matters which are required to be resolved pursuant to the dispute resolution provisions of the Exit Strategy Contract.

16. Jointly Drafted. For purposes of construction, this Contract has been jointly drafted by the parties hereto.

17. Contract Provisions Survive Closing. The Parties agree that the provisions of this Contract shall survive the Closing.

18. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

- a. Exhibit "A" - General Property Description.
- b. Exhibit "B" - Brass Redevelopment Project Area.
- c. Exhibit "C" - Concept Plan.
- d. Exhibit "D" - Progress and Completion Schedule.
- e. Exhibit "E" - Memorandum of Contract for Coordination of Remediation
- f. Exhibit "F" - Environmental Remediation Access Easement dated March 19, 2002

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

BUYER:

**BEAR DEVELOPMENT LLC,
A Wisconsin Limited Liability Company**

BY: _____
S.R. MILLS, Authorized Member

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2010, **S. R. MILLS, Authorized Member**, of **BEAR DEVELOPMENT**, a Wisconsin limited liability company, to me known to be such **Authorized Member** of said company and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said company, by its authority.

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

TRC:

**TRC COMPANIES, INC.,
A Delaware Corporation**

BY: _____

Date: _____

**STATE OF CALIFORNIA)
 :SS.
COUNTY OF ORANGE)**

Personally came before me this _____ day of _____, 2010, _____,
_____, of **TRC COMPANIES, INC.**, a Delaware corporation, to me known to be
such _____ of said corporation and acknowledged to me that he executed the
foregoing instrument as such officer as the Agreement of said company, by its authority.

Notary Public, Orange County, CA.
My Commission expires/is: _____

Exhibit "A"

PLAT OF RIGHT-OF-WAY

**REQUIRED FOR
18TH AVENUE**

**FROM
224' NORTH OF 65TH STREET
TO
636' NORTH OF 65TH STREET**

PROPOSED RIGHT OF WAY BEING A PART OF THE
NORTHWEST QUARTER OF SECTION 6,
IN
TOWN 1 NORTH, RANGE 23 EAST
OF THE FOURTH PRINCIPAL MERIDIAN
IN THE
CITY OF KENOSHA, WISCONSIN

63RD STREET

S.T.H. "50"

STATION 108+50.01

SOUTH LINE OF S.T.H. "50"

N 87°54'56" E 246.00'

CURVE DATA

CURVE	RADIUS	ARC	I ANGLE	CHORD	CHORD BEARING
A - B	70.00'	47.04'	38°30'10"	46.16'	N16°33'31"E
B - C	261.44'	351.38'	77°00'20"	325.52'	N02°41'34"W
C - D	70.00'	47.04'	38°30'10"	46.16'	N21°56'39"W

258.97'
N 87°54'56" E

STATION 106+84.29 P.T.
ALONG CENTERLINE OF
PROPOSED PAVEMENT ROUTE

C. S. M. 2465

LOT 1

05-123-06-277-002

CITY OF KENOSHA,
A MUNICIPAL ORGANIZATION

N 2°41'34" W
552.15'

N48°48'16"E
261.44' Y - C
N54°11'24"W
261.44' Y - B

C. S. M. 2464

LOT 2

05-123-06-251-012

N 2°41'34" W
596.26'

STATION 102+38.63 P.C.

LEGEND AND NOTES

■■■■■ DENOTES (PROPOSED) AREA TO BE
ACQUIRED AND DEDICATED AS
ADDITIONAL 18TH AVENUE RIGHT-OF-WAY.

BEARINGS AND DISTANCES ARE BASED ON
CERTIFIED SURVEY MAP 2465 RECORDED WITH
THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE

STATION 100+14.85 NORTH LINE OF 65TH STREET
STATION 100+00.00

S 87°53'40" W
596.97'

246.00'
S 87°53'40" W

C. S. M. 2465

LOT 2

05-123-06-277-003

N 2°41'34" W
200.00'

200.00'
N 2°41'34" W
24.09'
N 2°41'34" W

S 87°53'40" W
246.00'



SCALE 1" = 60'

0' 60' 120'

CITY OF KENOSHA PUBLIC WORKS - ENGINEERING PROJECT NUMBER 05-1020

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL AREA OF PROPERTY (DOES NOT INCLUDE ANY EXISTING ROAD R/W)	AREA REQUIRED	AREA OF REMAINING PROPERTY
①	CITY OF KENOSHA, A MUNICIPAL ORGANIZATION	FEE	3.118 ACRES	0.413 ACRES	2.705 ACRES

CITY OF KENOSHA
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
TEL. 262-653-4050
625 52ND STREET - ROOM 302
KENOSHA, WI. 53140
DATE: JULY 1, 2005
DRAWN BY: K. L. KANYUH

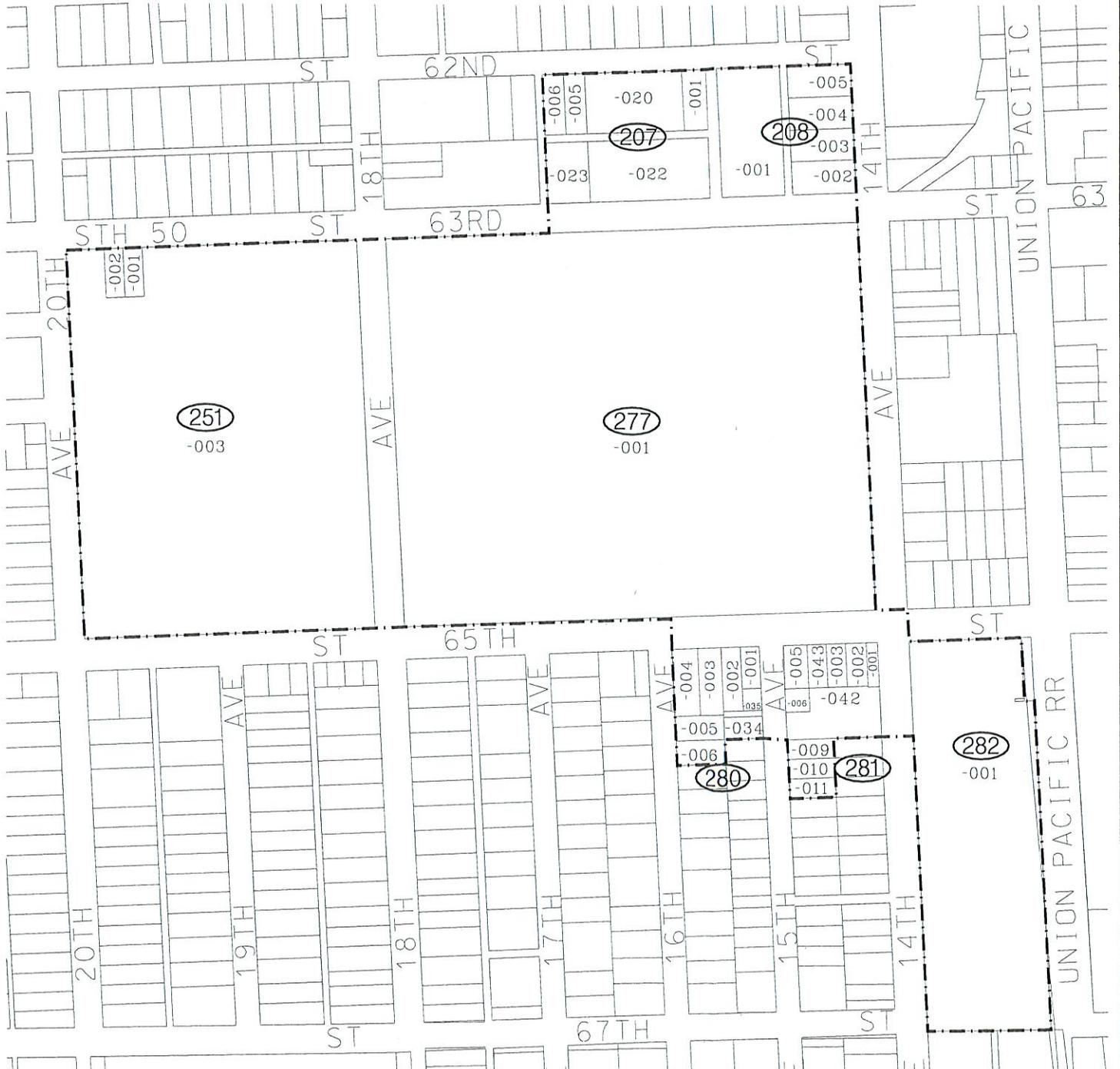
LEGAL DESCRIPTION

Lots 1 and 2 of CSM 2465, recorded March 11, 2005, with the Kenosha County Register of Deeds as Document No. 1424977, excepting therefrom the right of way dedication for 18th Avenue recorded September 9, 2005 with the Kenosha County Register of Deeds as Document No. 1449538.

CITY OF KENOSHA

Exhibit "B"

Brass Redevelopment
Project Area



Map 1 - Boundary & Parcel Map

-  Project Area Boundary
-  Block Number
-  Parcel Number

NORTH



Exhibit "C"

Proposal for Phase III Brass Redevelopment Project

Phase III of the Brass Redevelopment Project provides a unique opportunity to construct high quality apartment residences that will compliment the surrounding neighborhood and simultaneously fill a much needed void, the disabled members of our community. Bear Development (Bear) enlisted team members with expertise in the disciplines of multifamily design, development, construction and management to create a talented and experienced team ensuring a successful project now and for decades to come.

Team members studied the Urban Land Institute Brass Site Case Study & Recommendations to gain a deeper insight of the neighborhood and site. The ULI findings and recommendations provided a base plan and framework which team members further built upon incorporating current market trends and demands. A comprehensive Market Analysis was commissioned to analyze the neighborhood, site, existing and proposed multifamily projects, current and forecasted demographics in the primary market area and demand calculations based upon the proposed development.

The team's findings identified a significant need for low to moderate priced workforce and family housing. In addition it was concluded that the market serving Kenosha's disabled residents is *significantly* underserved. These findings were confirmed after discussions with the City of Kenosha Housing Authority. Currently Kenosha's disabled residents with low to moderate incomes are faced with very few housing options and rarely find accommodations to suit their unique needs. According to the City of Kenosha Housing Authority of the current 1,107 participants in Section 8 Housing Choice Voucher Program, 532 are disabled, and an additional 876 disabled residents are currently on the waiting list. The demand for high quality residences with a universal design for persons with disabilities is significant and far beyond the additional supply proposed through this project.

Due to this need Bear is proposing to design 100% of the units for persons with disabilities, specifically targeted to residents with low to moderate incomes. To assist with project costs Bear will be submitting an application to the Wisconsin Housing Economic Development Authority (WHEDA) for Low Income Housing Tax Credits (LIHTC). Participating in the WHEDA program limits the available units to those who make less than 60% and 50% of the area's median income and caps the monthly rental rates in accordance with WHEDA's rental guidelines. In addition Bear and the City of Kenosha Housing Authority have agreed to work cooperatively to provide a minimum of twenty-five (25) residences designed for persons with disabilities who meet the eligibility criteria for the Section 8 Housing Choice Voucher Program. Through this "Project Based" initiative twenty-five units will be made available first to those with disabilities who meet the eligibility criteria and then to other qualified residents. Based upon the aforementioned figures provided by the City of Kenosha Housing Authority and the market analysis the need is extremely high and not likely to waiver. The partnership between Bear and the City of Kenosha Housing Authority will be a multi-decade commitment to ensure low to moderately priced, high quality residences are available to Kenosha's disabled community.

Key Features

- Project to be constructed in two phases. Phase 1 to be acquired in accordance with the attached schedule and an option to purchase granted for the Phase 2 parcel.
 - o Phase 1
 - 2.70 acre parcel to north (Tax Key 05-123-06-277-002)
 - o Phase 2
 - 1.13 Acre Souther Parcel (Tax Key 05-123-06-277-003)

- Phase 1 Improvements
 - o 70 Units
 - o Three Buildings
 - o 116 Total Parking Spaces (82 Underground and 34 Surface)

<u>Unit Style</u>	<u># of Units</u>	<u>Approximate Sq. Ft.</u>	<u>Mo. Rental Rate</u>
Studio	6	500	\$500 - \$625
1 Bed Room	22	750	\$575 - \$660
2 Bed Room	34	1050	\$695 - \$750
3 Bed Room	8	1325	\$775 - \$920

- All Units Designed for the Specific Needs of the Disabled
- WHEDA Low Income Housing Tax Credit project limiting residents to those who earn less than 50% to 60% of the area median income
- Twenty five of the units to be set aside for disabled residents who meet the Section 8 eligibility criteria
- Nationally Certified Green Built Project
- Inviting pedestrian pathways connecting all adjacent properties
- Buildings designed with an attractive and engaging streetscape
- Community Room to include the following amenities;
 - o Student / Business Center with computer(s) accessible to all residents
 - o Common Room with Television and Kitchenette
 - o Workout Room and Physical Therapy Area
 - Bear to enter into a partnership with a leading physical therapy firm to provide physical therapy services for disabled residents on-site
 - o Office space dedicated to City of Kenosha Housing Authority to meet with residents on-site for ease in administration and compliance duties

Bear Development - Brass Site Additional Information

How does the WHEDA LIHTC program work and what are its benefits?

The utilization of the WHEDA Tax Credit program enables the construction of a project economically unfeasible as a traditional “market rate” development. Listed below are a few of the project hi-lights and amenities achievable only via the use of the monies generated through the Tax Credit program.

- Allows Bear Development to pay a fair price for the land, specifically given the current real estate climate
- Buildings constructed of high quality materials with a very attractive exterior
- 100% of the units designed for persons with disabilities
- All first floor units have direct street level access and porches allowing;
 - o Increased accessibility by residents
 - o Attractive street scene
 - o Minimal hallway wear & tear
- Large “condominium” style units include a washer & dryer in each unit. Average square footage of units estimated as follows (differs slightly from numbers in submittal):
 - o Efficiency 576 sq. ft.
 - o One Bedroom 762 sq. ft.
 - o Two Bedroom 1,059 sq. ft.
 - o Three Bedroom 1,438 sq. ft.
- Dedicated underground parking for each unit
- 100% of the units constructed with a universal design specific to the needs of people with disabilities

WHEDA Tax Credits make it possible to construct a 10 million dollar project that could otherwise not proceed. To be eligible for the credits the unit needs to be set aside for residents earning 60% or less of the prevailing Kenosha County Median Income (AMI).

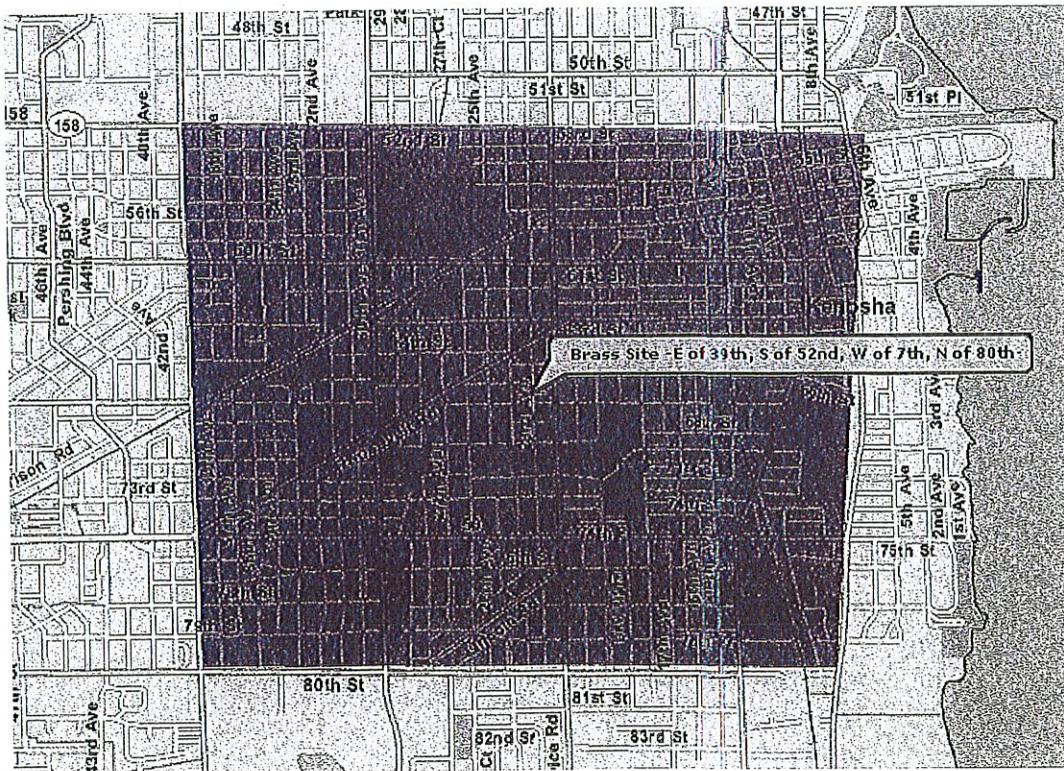
Who Will the Residents Be?

Kenosha is in a unique circumstance as it relates to the median wage level, maximum allowable rents & current market rental rates. Kenosha County currently has the sixth highest median income level in the state, making the qualifying median income and maximum potential rental rates quite high. The table below illustrates the WHEDA maximum allowable income of the residents and a few examples to consider when thinking about who will live in this community.

	<i>Number of Members in Family</i>				
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>
60% of Median	\$ 29,760	\$ 34,020	\$ 38,280	\$ 42,540	\$ 45,690
50% of Median	\$ 24,800	\$ 28,350	\$ 31,900	\$ 35,450	\$ 38,300

In accordance with the WHEDA standards a single person looking to rent a unit would qualify if they made less than \$29,760 annually and a family of five (husband, wife & three children) would qualify if their household income was less than \$45,690.

According to the U.S. Census Bureau estimates of 2009 income 49% of the households living East of 39th Avenue, West of 7th Avenue, North of 80th Street and South of 52nd street earn less than \$50,000 annually. While we don't know the exact number of people in each household it can be deduced that roughly 1 in 2 of the households living in this geographic area would qualify.



What Will the Residents Pay Monthly?

As illustrated on the table below, WHEDA’s maximum allowable rental rate for Kenosha residents making less than 60% of the median income is *higher* than the rents at comparable *market rate* properties. Monthly rental rates would therefore be below the maximum allowed by WHEDA and in line with competing market rate and LIHTC properties.

<u>Project</u>	<u>1 BR / 1 BA</u>	<u>2 BR / 1-2 BA</u>	<u>3 BR / 2-2.5 BA</u>
Proposed Subject Project (estimate)	\$ 617	\$ 723	\$ 848
Uptown Brass (market)	\$ 656	\$ 819	\$ 1,070
Jamestown (market)	\$ 787	\$ 965	\$ 1,075
Westbrook (market)		\$ 1,105	\$ 1,300
Kenosha Commons (LIHTC)	\$ 775	\$ 887	\$ 1,087
Windsong Village (LIHTC)	\$ 747	\$ 880	\$ 1,055
Max Allowable by WHEDA (60%)	\$ 797	\$ 957	\$ 1,106
Max Allowable by WHEDA (50%)	\$ 664	\$ 797	\$ 921

*averaged all rents for each unit type

What the above information means is that many of Kenosha’s residents currently living in market rate rental communities and potential future renters would be eligible to reside in the proposed community. While the monthly rental rates would be nearly identical as other area rental communities, the quality of the building, unit and amenities offered will be vastly superior. We believe the proposed rents for our community are low and fully expect to raise them to be inline with competing properties upon rental stabilization, while remaining below the WHEDA maximum allowable rents.

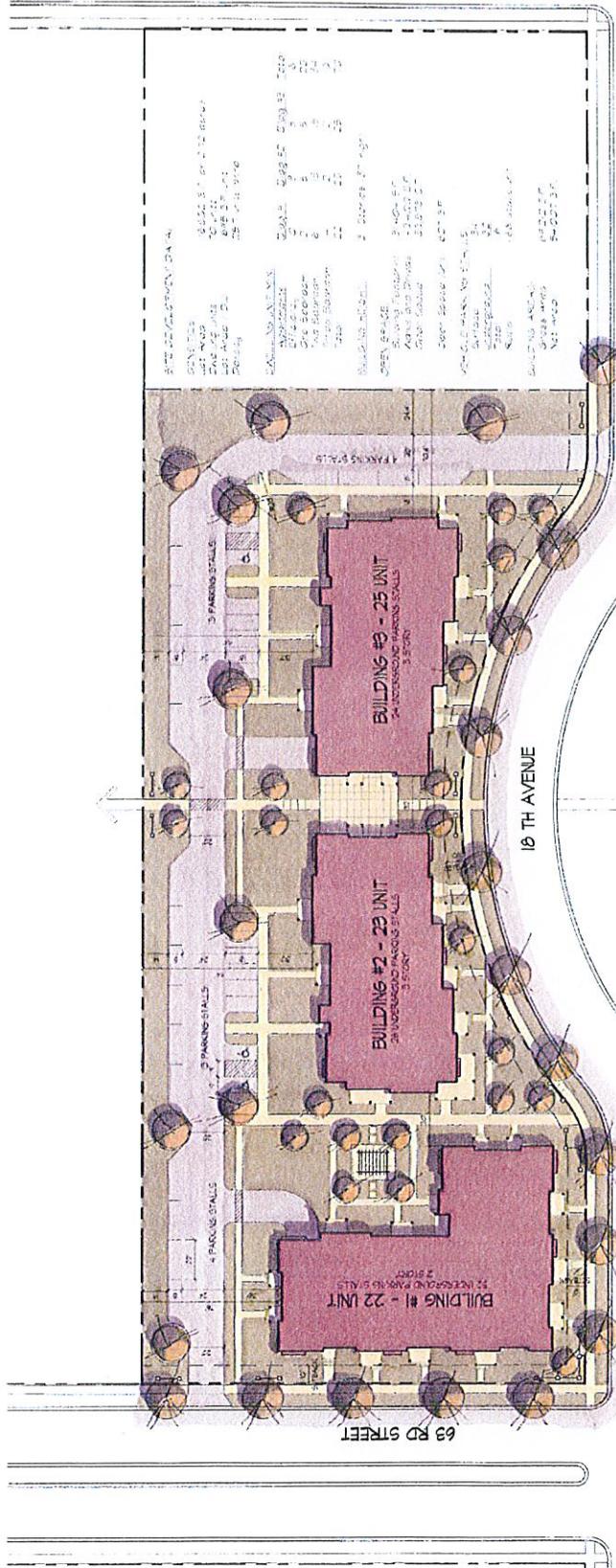
How Will We Ensure a Successful Community for Future Generations?

A development will only continue to be an asset to the community as long as management stays diligent and attentive. Bear Developments will be teaming with ACC Property Management, Inc to ensure the project is a reflection of the current assets managed by Bear Property Management. ACC brings an array of talent and experience managing the complexities of tax credit compliance and overall residential property management issues. With over 1,800 tax credit units currently under management they are a welcomed team member. Bear Property Management will act in a supervisory role to ensure the property is maintained to the high standard which we have always adhered to. Bear Property Management currently manages 14 communities and has nearly 1000 tenants in Kenosha and Racine counties.

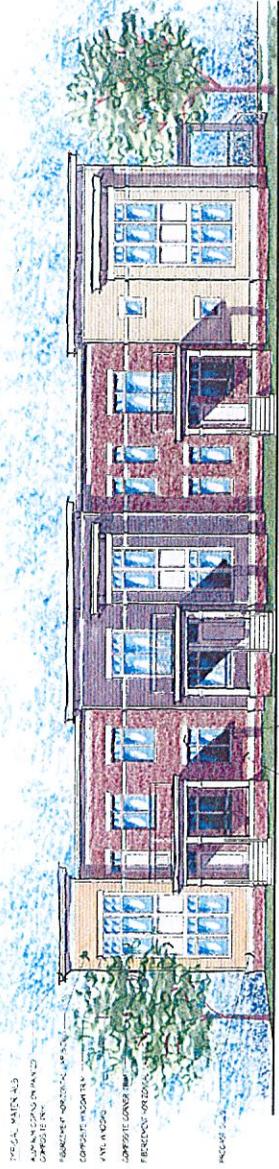
Consultant

Notes

Revised
 10/22/16 11:22



Notes



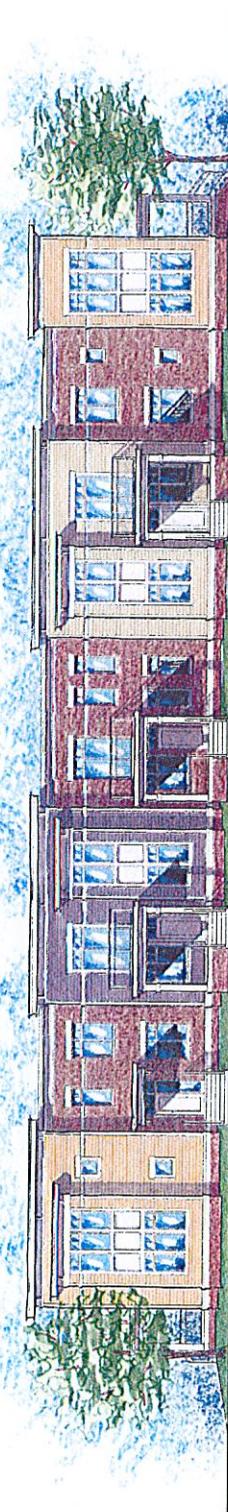
○ ELEVATION @ 16th AVE. - BLDG # 1
16th Ave

Revisions
0222

Project Title
**Phase III
Brass Redevelopment
Project**

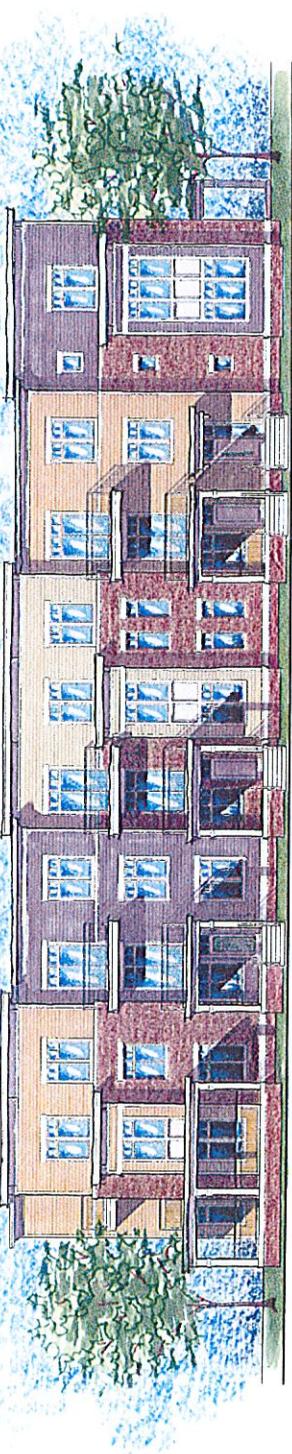
Client: Knosche
Drawing Title
Elevations

Project No. Drawing No.
A-2.1



○ ELEVATION @ 69th STREET - BLDG # 1
69th St

North

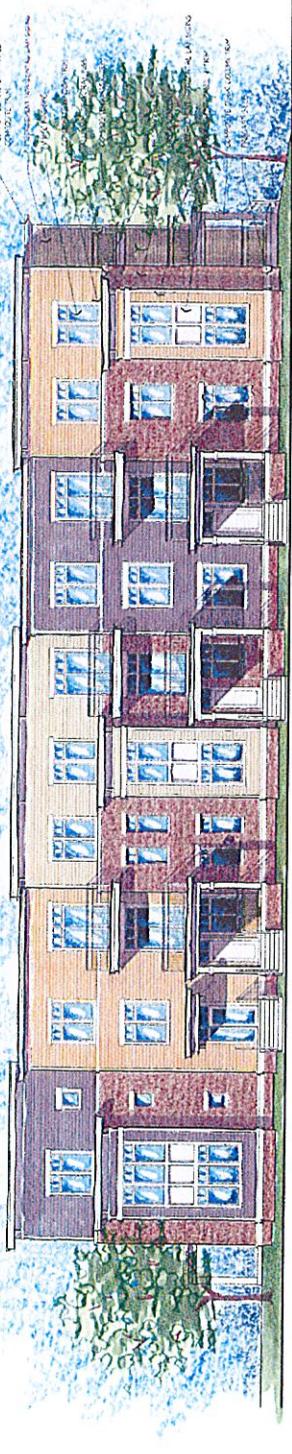


○ ELEVATION @ 18th AVE. - BLDG # 2

Version
Phase II - Improving - Top - 100

Project For
**Phase III
Brass Redevelopment
Project**

City of Kresgia
Elevations
Building #2 & 3
Project No. 0
Drawing No. 9



○ ELEVATION @ 18th AVE. - BLDG # 3

Notes

Revised:
Issued To Kenosha - Feb. 1, 2010

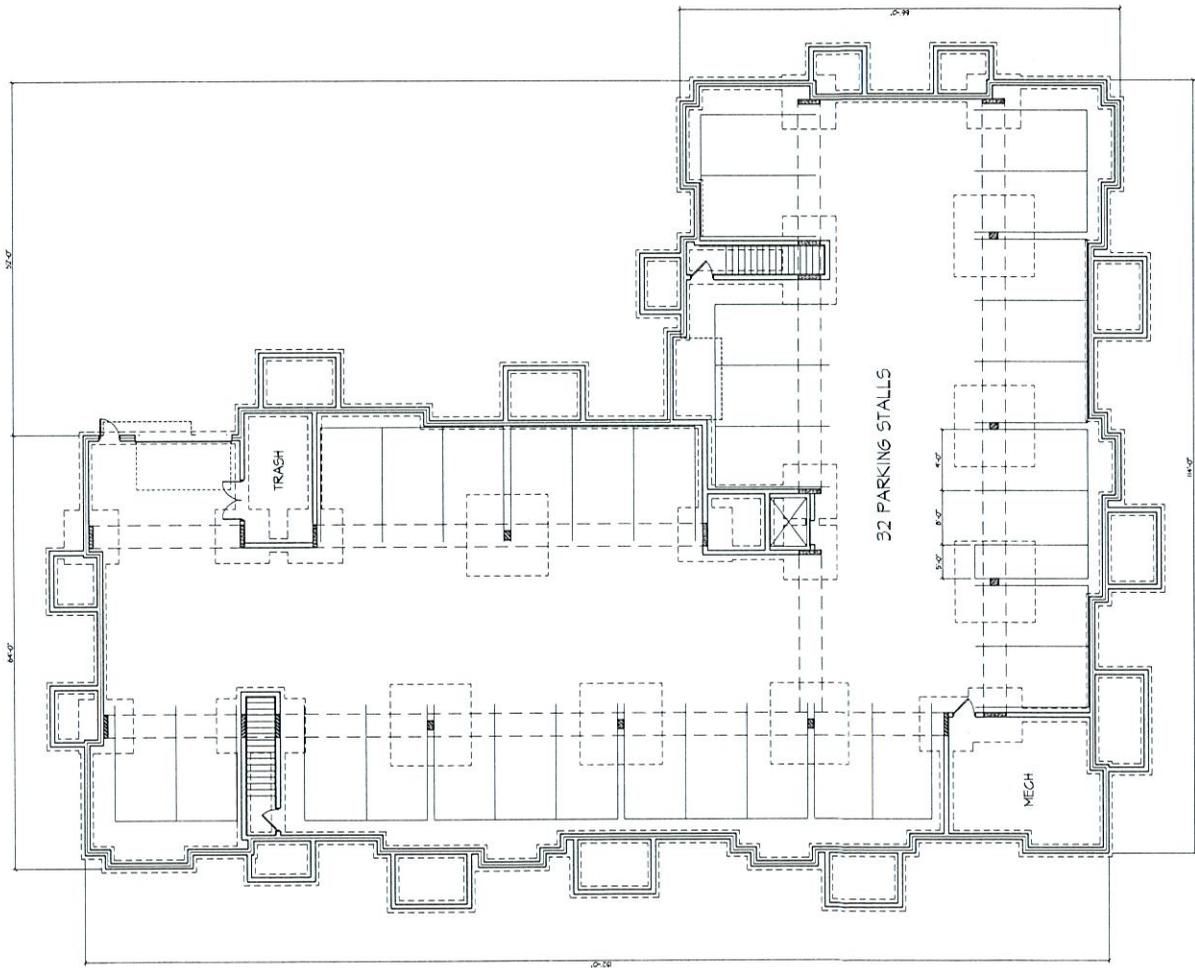
Project Title
**Phase III
Brass Redevelopment
Project**

City of Kenosha
Drawn For
**Conceptual Basement
Plan**

Project No.

Drawing No.

0



○ Basement Plan - Building #1

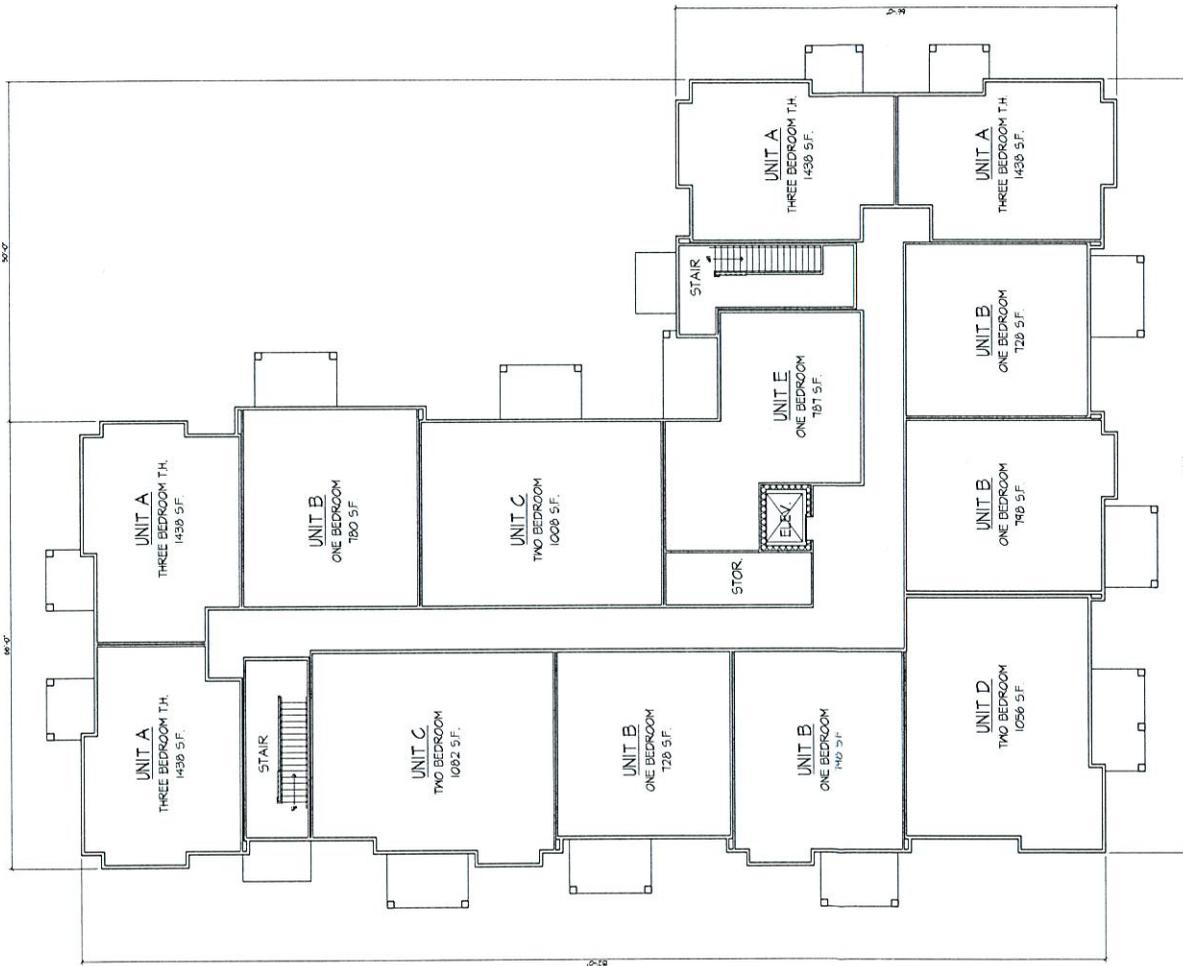
Notes

Revisions
 Issued To Kurokawa - Feb. 1, 2010

Phase III
 Brass Redevelopment
 Project

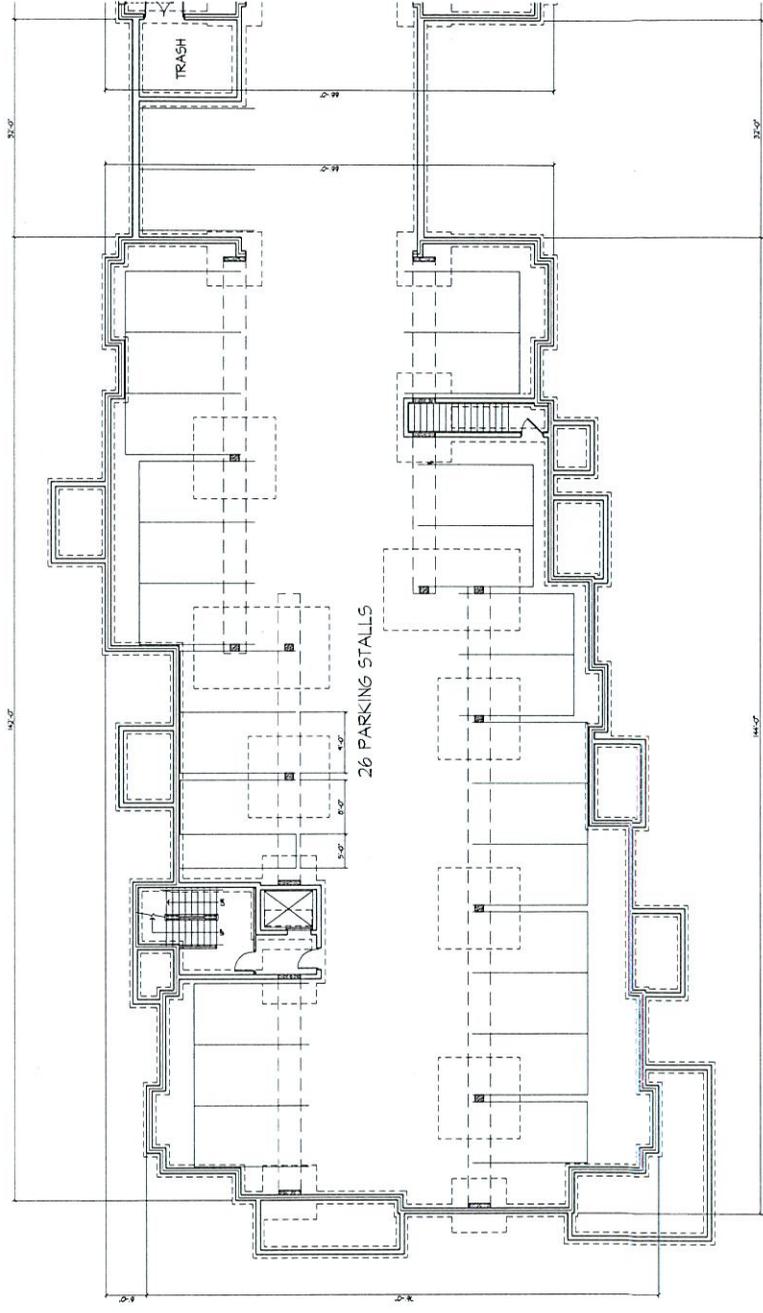
City of Kenosha
 Drawing for
 First Floor Plan (Typical
 Building #1)

Project No. _____
 Drawing No. **2**



○ First Floor Plan - Building #1 (Typical)

Notes



Revised
Issued to Kenosha - Feb. 1, 2010

Phase III
Erass Redevelopment
Project

Basement Plan - Building #2

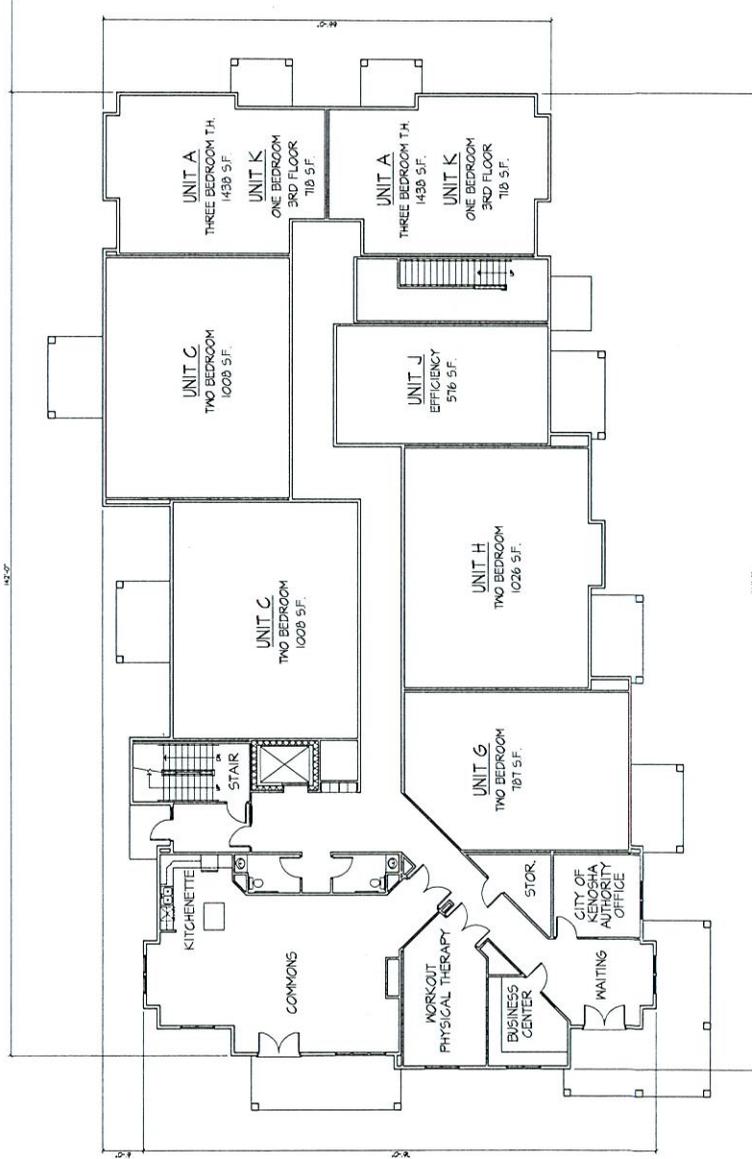
City of Kenosha
Request for
Basement Plan
Building #2
Drawing No. 03

Notes

Revised
Issued to Kenosha - Feb. 1, 2010

Project Title
**Phase III
Brass Redevelopment
Project**

City of Kenosha
Drawing for
**First Floor Plan
Building #2**
Drawing No. **4**



○ **First Floor Plan - Building #2**

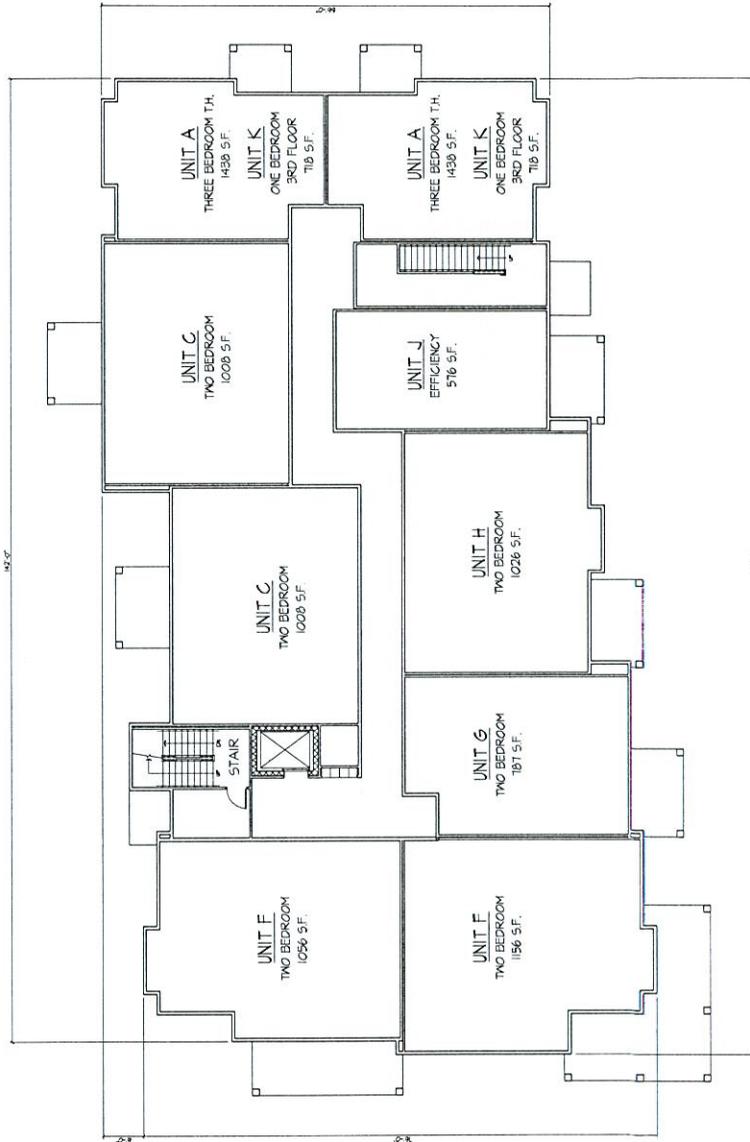
Notes

Revised
Issued To Kenocho - Feb. 1, 2010

Project Title
**Phase III
Brass Redevelopment
Project**

City of Kenosha
Drawing for
**Second & Third Floor P
Building #2**

Project No.
Drawing No.
0 5



○ Second & Third Floor Plan - Building #2

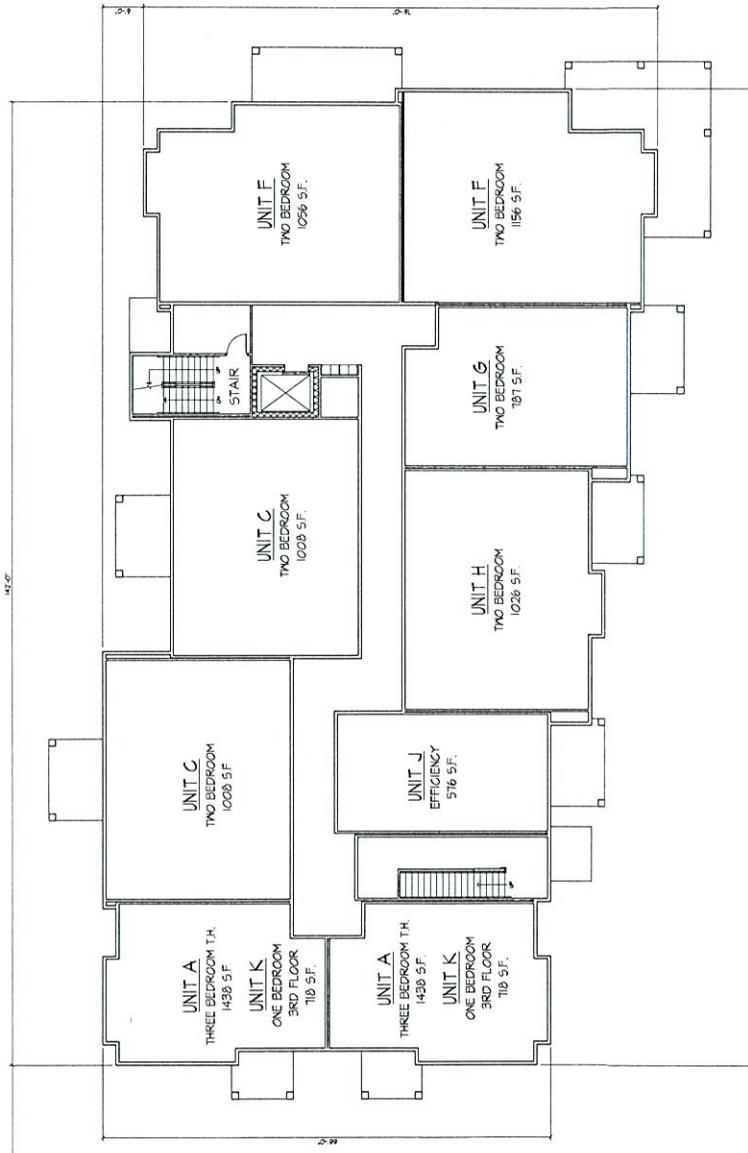
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Revised
Issued to Kenosha - Feb. 1, 2010

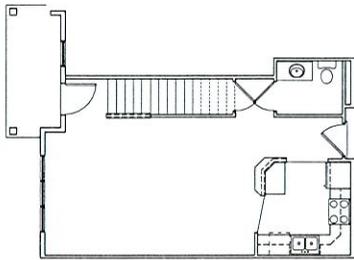
Project File
Phase III
Brass Redevelopment
Project

City of Kenosha
Drawing for
First Floor Plan (Typical)
Building #3

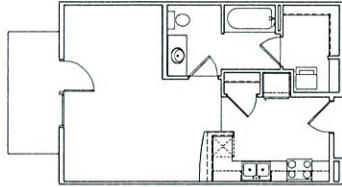
Project No.
Drawing No.
7



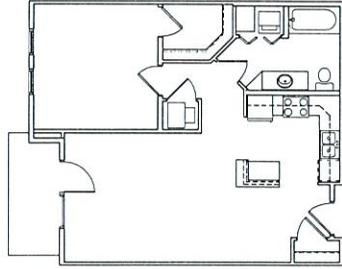
○ First Floor Plan - Building #3 (Typical)
100'-0" x 142'-0"



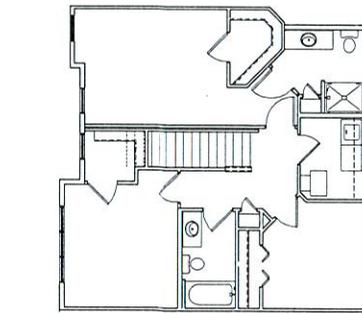
○ Three Bedroom T.H. - (First Floor)
3M² x 12'



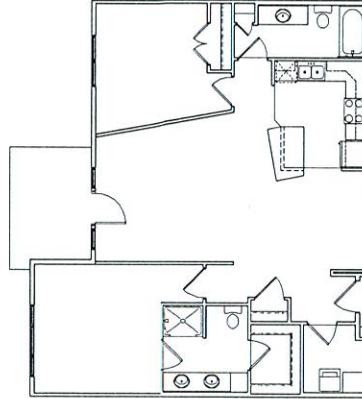
○ Efficiency
3M² x 12'



○ One Bedroom
3M² x 12'



○ Three Bedroom T.H. - (Second Floor)
3M² x 12'



○ Two Bedroom
3M² x 12'

Revisions:
Issued To Kurokawa - 1 Feb. 1, 2010

Project File:
Phase III
Brass Redevelopment
Project

City of Kenosha
Drawing Title:
Example Unit Plans

Project No:
0
Drawing No:
TA

Exhibit "D"

Closing of Parcel	March 31, 2011
Construction Commencement	June 1, 2011
Construction Completion	October 1, 2012
Occupancy at Stabilized Levels in Accordance with WHEDA Standards	March 15, 2013

**MEMORANDUM OF CONTRACT
FOR COORDINATION OF
REMEDiation**

DOCUMENT NO.

THIS MEMORANDUM OF CONTRACT FOR COORDINATION OF REMEDIATION ("Memorandum") is executed this ____ day of _____ 2010 by and among Bear Development, LLC ("Buyer"), the City of Kenosha, Wisconsin ("City") and TRC Companies, Inc. ("TRC").

RECITALS:

- A. City presently owns and holds fee simple title to that certain real property containing approximately 2.70 acres located in the City of Kenosha, County of Kenosha, State of Wisconsin, which real property is more particularly described on *Exhibit A* attached hereto (the "Property").
- B. City, former owners of the Property and TRC have entered into an Exit Strategy Contract dated March 28, 2002 (the "Exit Strategy Contract") pursuant to which TRC is to perform certain Remediation of Preexisting Pollution Conditions under Environmental Law (all as more particularly described in the Exit Strategy Contract).
- C. City, the Redevelopment Authority of the City of Kenosha, Wisconsin and Buyer have entered into a Contract for Purchase and Sale dated April 8, 2010 (the "Purchase Contract") pursuant to which City intends to sell the Property to Buyer and Buyer intends to purchase the Property from City for the purpose of constructing a multi-family residential development and related improvements.
- D. City, Buyer and TRC have entered into a Contract for Coordination of Remediation dated _____ (the "Remediation Contract").

THIS SPACE RESERVED FOR RECORDING DATE

NAME AND RETURN ADDRESS

NOW, THEREFORE, the parties hereby execute this Memorandum for the purposes of evidencing the interests of City and Buyer in the Property and the rights and obligations of City, Buyer, TRC and their respective successors and assigns pursuant to the Exit Strategy Contract, the Purchase Contract and the Remediation Contract.

- 1. The recitals set forth above are incorporated into this Memorandum and are deemed a part hereof.
- 2. City and Buyer acknowledge that, pursuant to the Exit Strategy Contract and the Remediation Contract, certain conditions or restrictions may be imposed with respect to the Property upon completion of TRC's remediation obligations in order to obtain a case closure letter from the applicable environmental regulatory agency ("Deed Restrictions"). City and Buyer acknowledge and agree that the then current owner of the Property may be required to record a document placing such Deed Restrictions in the public record, all in accordance with the Exit Strategy Contract and the Remediation Contract.
- 3. This Memorandum is to be recorded in the Office of the Register of Deeds for the County of Kenosha, Wisconsin for the purpose of giving notice of the Exit Strategy Contract, the Purchase Contract and the Remediation Contract and the rights and obligations of the parties thereunder and their respective successors and assigns, including, without limitation, the obligation to record Deed Restrictions as set forth in Section 2 above.

4. This Memorandum is subject in each and every respect to the provisions of the Exit Strategy Contract, the Purchase Contract and the Remediation Contract, and this Memorandum is executed by the parties with the understanding that nothing contained herein shall in any manner alter, modify or amend any provision of any of the three aforementioned documents.

IN WITNESS WHEREOF, City, Buyer and TRC have executed this Memorandum as of the date first above written.

THE CITY OF KENOSHA, WISCONSIN:

By: _____
 Name: _____
 Title: _____

BEAR DEVELOPMENT, LLC:

By: _____
 Name: _____
 Title: _____

TRC COMPANIES, INC.:

By: _____
 Name: _____
 Title: _____

STATE OF WISCONSIN)
) SS
 COUNTY OF KENOSHA)

Personally came before me this _____ day of _____ 2010, the above-named _____, to me known to be the _____ of the City of Kenosha, Wisconsin, and the person who executed the foregoing instrument on behalf of the City of Kenosha, Wisconsin and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission: _____

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____ 2010, the above-named _____, to me known to be the _____ of Bear Development, LLC, and the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____ 2010, the above-named _____, to me known to be the _____ of TRC Companies, Inc., and the person who executed the foregoing instrument on behalf of said corporation and acknowledged the same.

Notary Public, State of Wisconsin
My commission: _____

PLAT OF RIGHT-OF-WAY

Exhibit "A"

REQUIRED FOR
18TH AVENUE

FROM
224' NORTH OF 65TH STREET
TO
636' NORTH OF 65TH STREET

PROPOSED RIGHT OF WAY BEING A PART OF THE
NORTHWEST QUARTER OF SECTION 6,
IN
TOWN 1 NORTH, RANGE 23 EAST
OF THE FOURTH PRINCIPAL MERIDIAN
IN THE
CITY OF KENOSHA, WISCONSIN

63RD STREET
S.T.H. "50"
STATION 108+50.01

CURVE DATA

CURVE	RADIUS	ARC	I ANGLE	CHORD	CHORD BEARING
A - B	70.00'	47.04'	38°30'10"	46.16'	N16°33'31"E
B - C	261.44'	351.38'	77°00'20"	325.52'	N02°41'34"W
C - D	70.00'	47.04'	38°30'10"	46.16'	N21°56'39"W

258.97'
N 87°54'56" E

STATION 106+84.29 P.T.
ALONG CENTERLINE OF
PROPOSED PAVEMENT ROUTE

C. S. M. 2465

LOT 1

05-123-06-277-002

CITY OF KENOSHA,
A MUNICIPAL ORGANIZATION

N48°48'16"E
261.44' Y - C
N54°11'24"W
261.44' Y - B

C. S. M. 2464

LOT 2

05-123-06-251-012

STATION 102+38.63 P.C.

LEGEND AND NOTES

■■■■■ DENOTES (PROPOSED) AREA TO BE
ACQUIRED AND DEDICATED AS
ADDITIONAL 18TH AVENUE RIGHT-OF-WAY.

BEARINGS AND DISTANCES ARE BASED ON
CERTIFIED SURVEY MAP 2465 RECORDED WITH
THE KENOSHA COUNTY REGISTER OF DEEDS OFFICE

STATION 100+14.85 NORTH LINE OF 65TH STREET
STATION 100+00.00

S 87°53'40" W
596.97'

18TH AVENUE

246.00'
S 87°53'40" W

C. S. M. 2465

LOT 2

05-123-06-277-003

S 87°53'40" W
246.00'



SCALE 1" = 60'
0' 60' 120'

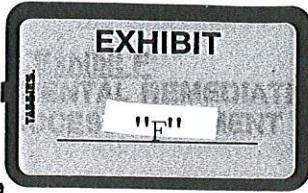
CITY OF KENOSHA PUBLIC WORKS - ENGINEERING PROJECT NUMBER 05-1020

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	TOTAL AREA OF PROPERTY (DOES NOT INCLUDE ANY EXISTING ROAD R/W)	AREA REQUIRED	AREA OF REMAINING PROPERTY
①	CITY OF KENOSHA, A MUNICIPAL ORGANIZATION	FEE	3.118 ACRES	0.413 ACRES	2.705 ACRES

CITY OF KENOSHA
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
TEL. 262-653-4050
625 52ND STREET - ROOM 302
KENOSHA, WI. 53140
DATE: JULY 1, 2005
DRAWN BY: K. L. KANYUH

LEGAL DESCRIPTION

Lots 1 and 2 of CSM 2465, recorded March 11, 2005, with the Kenosha County Register of Deeds as Document No. 1424977, excepting therefrom the right of way dedication for 18th Avenue recorded September 9, 2005 with the Kenosha County Register of Deeds as Document No. 1449538.



ENVIRO N

Document No.

Document Title

**ENVIRONMENTAL REMEDIATION
ACCESS EASEMENT**

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

To

**TRC COMPANIES, INC.,
A Delaware Corporation**

Recording Area

Return this document to:
City Clerk/Treasurer - Kenosha
625 - 52nd Street,
Kenosha, Wisconsin 53140

WHEREAS, the City of Kenosha, Wisconsin, (hereinafter "CITY/GRANTOR"), owns five (5) parcels of real property located in the City of Kenosha, Wisconsin, identified as Lots 1, 2, 3, 6 and 8 on Exhibit "A", which is attached hereto and incorporated herein by reference (hereinafter "PROPERTY"), which Lots are the subject of environmental remediation under the direction and control of the Wisconsin Department of Natural Resources; and,

WHEREAS, TRC Companies, Inc. (hereinafter "TRC/GRANTEE"), has entered into a contract known as the Exit Strategy Contract with CITY/GRANTOR and other parties to demolish buildings and structures on Lots 1, 2 and 3 and to develop and implement a plan to remediate the soil, groundwater and other environmental conditions in, at, on or under PROPERTY and to assume continuing responsibility for such work, when and as needed ("Work"); and,

WHEREAS, TRC/GRANTEE needs and has required continuing access to PROPERTY to perform Work and such is the purpose of this Environmental Remediation Access Easement.

NOW, THEREFORE,

1. **GRANT OF EASEMENT.** CITY/GRANTOR, for One (\$1.00) Dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to TRC/GRANTEE, and its employees and agents, a permanent easement in, on, over, and across the PROPERTY to allow TRC/GRANTEE to comply with its obligations under the Exit Strategy Contract. TRC/GRANTEE shall have the right to take all actions on PROPERTY that TRC/GRANTEE deems necessary or appropriate for TRC/GRANTEE to comply with its obligations under the Exit Strategy Contract.

CITY/GRANTOR and its successors, assignees and subsequent owners and occupiers, shall have and retain all other rights not granted to TRC/GRANTEE to the use and occupancy of PROPERTY.

This Environmental Remediation Access Easement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

2. **NOTICES.** Any notice required to be given in this Environmental Remediation Access Easement by any of the parties is to be by Registered Mail with return receipt, private overnight delivery service, or by personal service. Notice to CITY/GRANTOR shall be sent, delivered to or served upon the City Clerk/Treasurer, 625 - 52nd Street, Room 105, Kenosha, Wisconsin 53140. Notice to TRC/GRANTEE shall be sent, delivered to or served upon TRC/GRANTEE at TRC Companies, Inc., 3050 K Street, N.W., Suite 400, Washington, D.C. 2007. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

3. **GOVERNING LAW.** This Environmental Remediation Access Easement shall be governed by and construed in accordance with the laws of the State of Wisconsin (without reference to the choice of laws principles thereof).

4. **CHANGES.** No change or modification of this Environmental Remediation Access Easement shall be effective unless and until the same is in writing and signed by CITY/GRANTOR and TRC/GRANTEE.

5. **AUTHORITY.** CITY/GRANTOR enters into this Environmental Remediation Access Easement by authorization of its Common Council; at a duly noticed and convened meeting held on the 18th day of March, 2002.

Dated at Kenosha, Wisconsin, this 19th day of March, 2002.

CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

BY: [Signature]
JOHN M. ANTARAMIAN, Mayor

BY: [Signature]
JEAN A. MORGAN, City Clerk/Treasurer

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

Personally came before me this 19th day of March, 2002, JOHN M. ANTARAMIAN, Mayor, and JEAN A. MORGAN, 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.

[Signature]

Notary Public, Kenosha County, Wisconsin.
My Commission expires/is: 5-18-03

This instrument drafted by:
JAMES W. CONWAY,
City Attorney

EXHIBIT "A"
MAP AND DESCRIPTION
OF PROPERTY
[ENVIRONMENTAL REMEDIATION
ACCESS EASEMENT]

Lot 1, General Location Map
Parcel No. 05-4-123-06-251-003
Address: 1901 - 65th Street

Legal Description: Block 25 excepting therefrom the following: Beginning on the North line of said Block 79 feet East from the Northwest corner thereof; thence East along said North line 78 feet; thence South 100 feet; thence West 78 feet; thence North 100 feet to the point of beginning, of BOND'S SUBDIVISION, a subdivision of record, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Lot 2, General Location Map
Parcel No. 05-4-123-06-277-001
Address: 1501 - 63rd Street

Legal Description: Block 26 in BOND'S SUBDIVISION, a subdivision of record, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Lot 3, General Location Map
Parcel No. 05-4-123-06-156-023

Legal Description: That part of Block 25 described as follows: Beginning at the Northeast corner of said Block; thence South 0 Degrees 39 Minutes 10 Seconds East along said East line 291.33 feet; thence North 89 Degrees 45 Minutes 50 Seconds West parallel with the North line of said Block 114.02 feet; thence North 0 Degrees 14 Minutes 10 Seconds East 291.30 feet to the North line of said Block; thence South 89 Degrees 45 Minutes 50 Seconds East along the North line of said Block 109.50 feet to the point of beginning, in BOND AND STRONG'S ADDITION, a subdivision of record, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

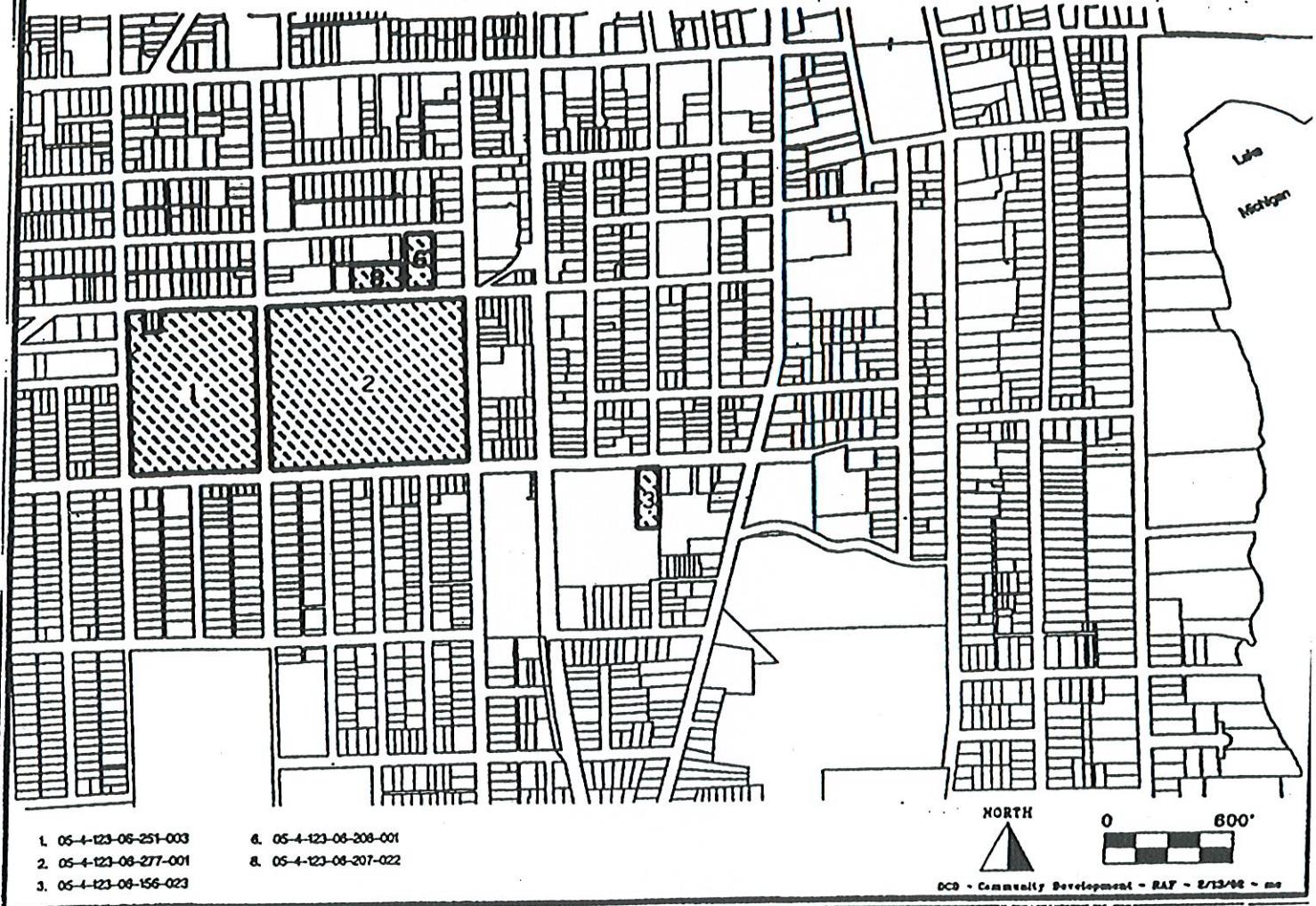
Lot 6, General Location Map
Parcel No. 05-4-123-06-208-001
Address: 1420 - 63rd Street

Legal Description: Lots 2, 3, 4 and 5 in Block 16 of EHLE'S SUBDIVISION, a subdivision of record, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Lot 8, General Location Map
Parcel No. 05-4-123-06-207-022

Legal Description: Lots 10, 11, 12, 13 and 14, Block 17 of BOND'S SUBDIVISION, a subdivision of record, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

**City of Kenosha
General Location Map - Outokumpu Copper**



...ULI BrassConwaySites.dgn 02/19/2002 01:12:30 PM

**EXHIBIT "A"
MAP AND DESCRIPTION
OF PROPERTY
ENVIRONMENTAL REMEDIATION
ACCESS AGREEMENT**

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Mayor Keith Bosman
Redevelopment Authority of the City of Kenosha
Finance Committee
Members of the Common Council

FROM: A. Zohrab Khaligian, Community Development Specialist *AZK*

RE: **Amendment to Contract of Purchase and Sale and Development Agreement by and between Uptown Brass Development, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin**

DATE: August 4, 2010

The purpose of this memo is to request the adoption of the Amendment to Contract of Purchase and Sale and Development Agreement by and between Uptown Brass Development, LLC, the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin.

The original Contract of Purchase and Sale and Development Agreement was executed on February 17, 2005 to develop the Uptown Brass Center. In that Agreement, the developer had until September 30, 2008 to complete construction of the center and until February 17, 2009 to purchase two additional parcels. The developer did not complete construction by the first deadline and, as a result, could not purchase the additional parcels by the second deadline. The two additional parcels are now under contract with Bear Development, LLC.

Although the City has the right to repurchase the parcels which were not developed in a timely manner, the Department of City Development recommends the adoption of the Amendment which would extend the construction start deadline to June 30, 2011 and the construction completion deadline to December 31, 2011. In addition, the Amendment requires that the existing foundation on the project site be further secured within 90 days of execution of the Amendment and completely removed if construction has not started by December 31, 2011.

Please contact me at 653.4030 if you have any questions.

AZK:kas
Attachment

**AMENDMENT TO CONTRACT OF
PURCHASE AND SALE AND
DEVELOPMENT AGREEMENT**

By And Between

**UPTOWN BRASS DEVELOPMENT, LLC
A Wisconsin Limited Liability Company**

And

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

And

**THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority,**

THIS AMENDMENT is made and entered into by and between UPTOWN BRASS DEVELOPMENT, LLC, a Wisconsin limited liability company, as the successor/assignee of Professional Realty and Development Corporation, THE CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, and THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority.

WITNESSETH:

WHEREAS, a Contract of Purchase and Sale and Redevelopment Agreement was entered into on February 17, 2005 ("Contract"), by and between PROFESSIONAL REALTY AND DEVELOPMENT CORPORATION ("PRDC"), THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN ("AUTHORITY"), and THE CITY OF KENOSHA, WISCONSIN, ("CITY"); and,

WHEREAS, pursuant to the terms of the Contract, PRDC was to purchase and develop certain real estate, as more particularly set forth in the Contract; and,

WHEREAS, on September 29, 2005, PRDC assigned its rights and obligations under the Contract to Uptown Brass Development, LLC ("UPTOWN"); and,

WHEREAS, the real estate subject to the Contract was divided into five (5) parcels as depicted on Exhibit "A", attached hereto; and,

WHEREAS, on September 29, 2005, UPTOWN purchased Parcels 1 through 3 for the sum of Two Hundred Fourteen Thousand Twenty-one (\$214,021.00) Dollars; and,

WHEREAS, pursuant to the terms of the Contract, UPTOWN had until February 17, 2009, to close upon the purchase of Parcels 4 and 5, but failed to exercise such right;

WHEREAS, pursuant to the terms of the Contract, UPTOWN was to develop

Parcel 3 in accordance with a concept plan ("Plan"), as depicted in Exhibit "B", attached hereto; and,

WHEREAS, the Plan called for the development of a parcel within Parcel 3, which is identified thereon as M1 and M2 ("Parcel M1/M2"); and,

WHEREAS, development was commenced but not completed on Parcels M1 and M2; and,

WHEREAS, Parcels 1 and 3 are encumbered by a mortgage held by Associated Bank in the amount of Twelve Million Five Hundred Thousand (\$12,500,000.00) Dollars, and recorded in the Office of the Kenosha County Register of Deeds as Document No. 1516455 and,

WHEREAS, **UPTOWN** has not commenced development of Parcel 1; and,

WHEREAS, **CITY** has the right to enforce various remedies under the Contract, including the right to repurchase parcels which were not developed in a timely manner, but has not to date asserted those rights; and,

WHEREAS, the parties are agreeable to an extension of time for **UPTOWN** to develop Parcels 1, M1/M2.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained therein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the undersigned as follows:

1. **Extension.** **UPTOWN** shall have until December 31, 2011, to obtain a Certificate of Completion as to construction on Parcel 1 and Parcel M1/M2. Construction shall include, but is not limited to, roads, sidewalks, landscaping, underground utilities and overhead street lighting on all internal and abutting street right-of-ways.

The development of each Parcel shall be subject to the following conditions:

a. Prior to commencing construction, **UPTOWN** shall deliver to **CITY** a Performance Bond of the contractor assuring timely construction completion.

b. All construction shall be carried out in a good and workmanlike manner using first class materials, and in accordance with all applicable State and **CITY** laws, ordinances, rules and regulations, and the Conditional Use Permit.

c. No construction shall take place that is not specified in the Conditional Use Permit for that Parcel or Parcel(s), unless the Conditional Use Permit is amended.

d. All State and City consents, licenses and permits required to undertake the construction will be obtained by **UPTOWN**, at **UPTOWN'S** expense, prior to the commencement of work.

e. The Kenosha Department of City Development will monitor the progress and completion of the development of each Parcel. The Department of City Development will furnish **UPTOWN** with a Certificate of Completion upon the satisfactory completion of all construction work and related improvements specified in the Conditional Use Permit ("Certificate of Completion").

The Progress Schedule attached as Exhibit "C" to the Development Agreement is deleted and replaced with the following:

Phase I	Construction Start	Construction Completion	Occupancy
Grocery Store	Completed and occupied		
Mixed Use Bldg. 20 th Ave	Completed and occupied		
Parcel 2	Completed and occupied		
Parcel 1	06/30/11	12/31/11	01/01/12
Parcel M1/M2	06/30/11	12/31/11	01/01/12

2. Site Security. UPTOWN shall complete the following within ninety (90) days from the effective date of this Amendment.

As to Parcel M1/M2:

- a. All existing door, window and other foundation wall openings are to be boarded up with 3/4" exterior grade plywood, cut to fit each opening, and sealed to be weathertight.
- b. All openings on the deck of the foundation, where chases and elevator shafts have been removed, shall be framed with 2" x 6" structural members, sixteen (16") inch on center, and covered with 3/4" exterior grade plywood and made weathertight.
- c. All plywood shall be painted a gray color.
- d. All debris, garbage, masonry blocks, snow fence, etc. are to be removed from the entire Parcel including the deck of the foundation.
- e. All temporary erosion control measures shall be removed from the Parcel.
- f. The entire area around the foundation shall be filled and graded so as to be no more than six (6) inches below the top of the foundation. The Parcel must then be re-seeded and restabilized.
- g. No other materials or equipment is to be stored on the Parcel.

Upon completion of items 2(a) – 2(g), UPTOWN shall be permitted to remove the security fence surrounding Parcel M1/M2.

Furthermore, the parties agree that the condition and maintenance of the Parcels will be reevaluated by CITY from time to time and UPTOWN shall comply with all reasonable and necessary orders, citations, and directions issued by CITY regarding the condition, maintenance and security of Parcels1 and M1/M2.

3. Removal of Foundation. If construction has not commenced prior to December 31, 2011, on Parcel M1/M2, UPTOWN shall, at its sole expense, remove the foundation currently existing thereon. Removal of the foundation and the restoration of the site to the condition in which the site can be seeded or covered by sod shall be completed no later than May 31, 2012.

4. Recording. The parties agree that this Development Agreement as amended, or a memorandum thereof, shall be recorded at the Office of the Register of Deeds

for Kenosha County and the covenants and agreements contained herein shall run with the land and be binding upon heirs, assigns, legal representatives and successors to the parties hereto.

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

If to CITY: Michael K. Higgins,
City Clerk/Treasurer/Assessor,
Municipal Building, Room 105,
625 - 52nd Street,
Kenosha, Wisconsin 53140;

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

If to UPTOWN: Lawrence Kilduff
Uptown Brass Development, LLC
W63 N648 Washington Avenue
Cedarburg, WI 53012

with a copy to: Jon Herreman
Mallery & Zimmerman, S.C.
731 N. Jackson St., Suite 900
Milwaukee, WI 53202-4613

6. Exhibits. The following Exhibits are attached hereto and incorporated herein by reference:

- a. Exhibit "A" - General Property Description.
- b. Exhibit "B" - Concept Plan.
- c. Exhibit "C" - Progress Schedule

7. Waiver. No extension of time, forbearance, neglect or waiver by a party to this Contract with respect to any one or more of the covenants, terms or conditions of this Contract shall be construed as a waiver of any of the other covenants, terms or conditions of this Contract, nor shall any extension of time, forbearance or waiver by a party hereto in any one or more instance or particulars to be a waiver or act as an estoppel with respect to any other instance or particular covered by this Contract.

8. Effective Date. This Amendment shall be effective on the date of last execution by a party hereto (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, sealed, and delivered as of the day and year first above written.

UPTOWN BRASS DEVELOPMENT, LLC
A Wisconsin Limited Liability Company

By: 
Lawrence E. Kilduff, Manager

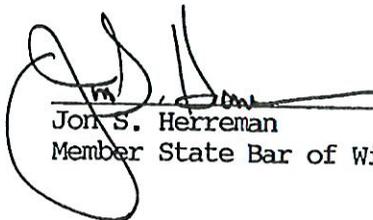
STATE OF WISCONSIN)
 :SS.
COUNTY OF OZAUKEE)

Personally came before me this ____ day of July, 2010, Lawrence E. Kilduff, the manager of UPTOWN BRASS DEVELOPMENT, LLC, a Wisconsin limited liability company, to me known to be such manager of said company and acknowledged to me that he executed the foregoing instrument as such manager as the agreement of said company, by its authority.

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

AUTHENTICATION

Signature of Lawrence E. Kilduff authenticated on July 26, 2010.



Jon S. Herreman
Member State Bar of Wisconsin

**THE REDEVELOPMENT AUTHORITY OF
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority**

BY: _____
BRUCE McCURDY, Chairperson
Date: _____

BY: _____
JEFF LABAHN, Secretary
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2010, BRUCE McCURDY, Chairperson, and JEFF LABAHN, Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

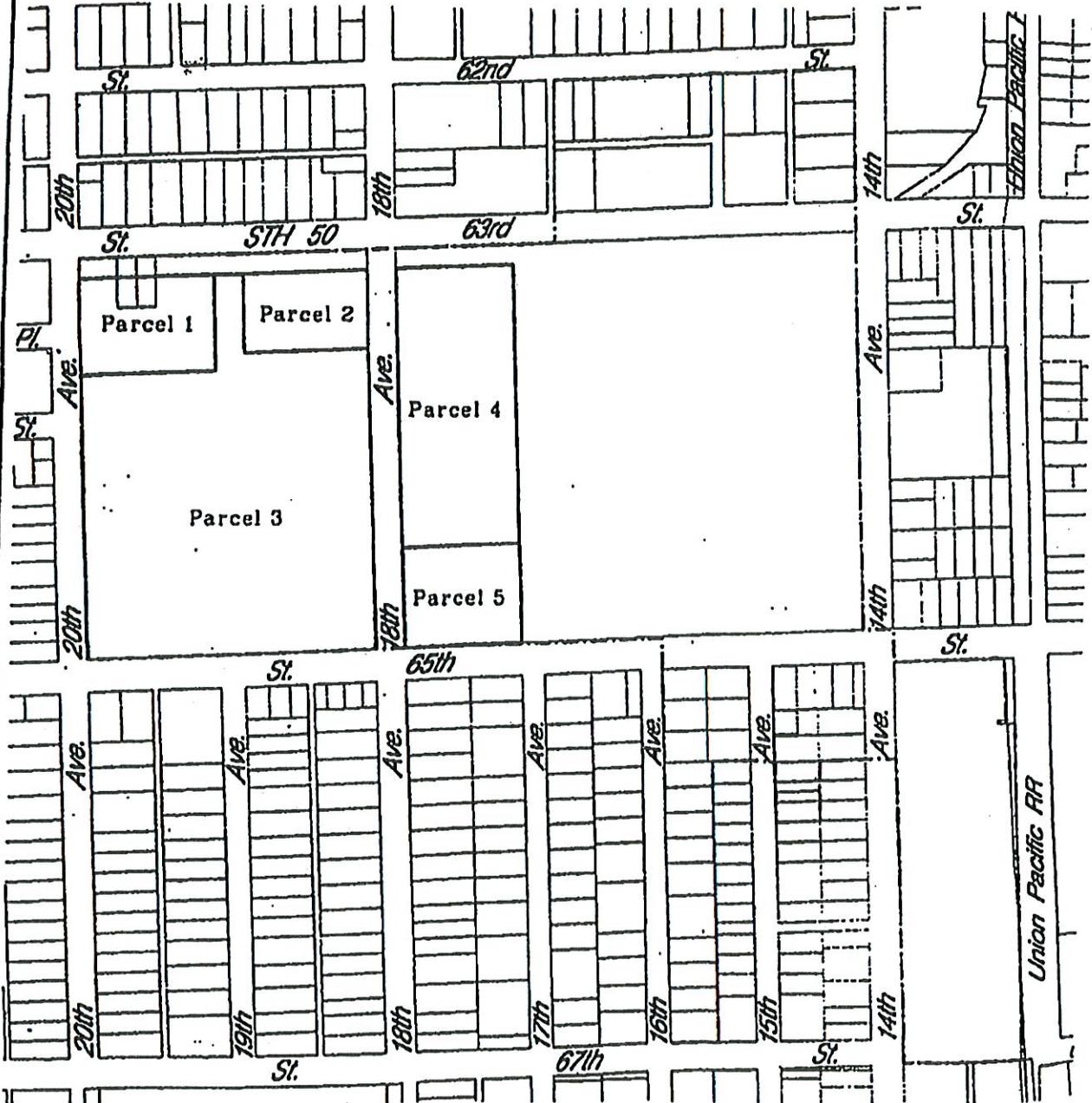
Notary Public, Kenosha County, WI.
My Commission expires/is: _____
CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

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

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

CITY OF KENOSHA

Exhibit "A"
General Property Description



----- Brass Redevelopment Project Area Boundary

NORTH



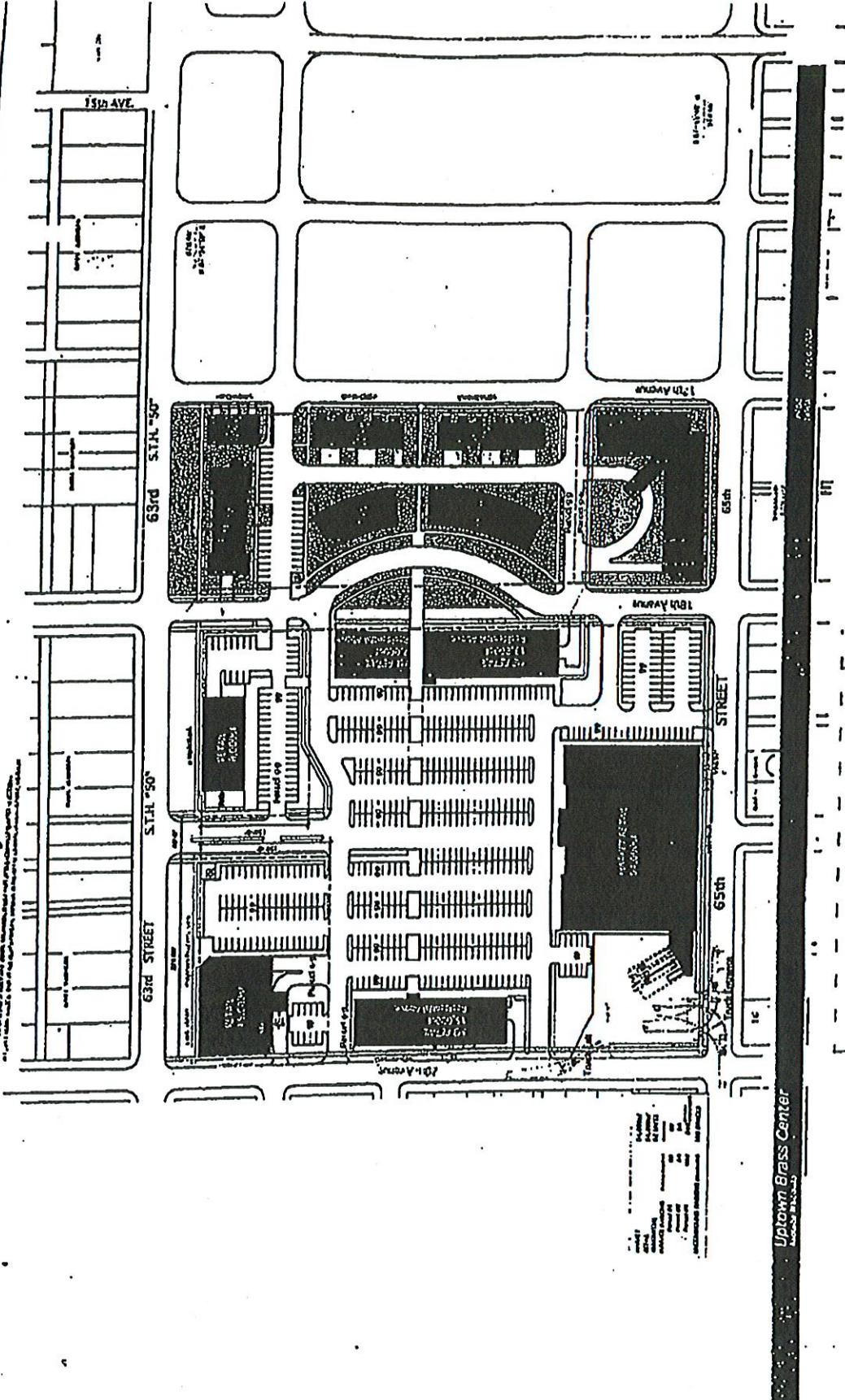
05-123-06

DCD - City Plan Division - RAF - 2K - 1/0/05 - mc

Exhibit "B"

FLAT OF SURVEY

ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE CITY OF SEASIDE, CALIFORNIA. IT IS LOANED TO YOU FOR YOUR INFORMATION AND USE ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CITY OF SEASIDE.



Uptown Brass Center
 Located at 64th Street
 and 17th Avenue

EXHIBIT "C"

Phase I	Construction Start	Construction Completion	Occupancy
Grocery Store	Completed and occupied		
Mixed Use Bldg. 20 th Ave	Completed and occupied		
Parcel 2	Completed and occupied		
Parcel 1	06/30/11	12/31/11	01/01/12
Parcel M1/M2	06/30/11	12/31/11	01/01/12

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 15

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 08/01/10 through 08/15/10 and have approved the disbursements as follows:

1. Checks numbered from 097642 through 098013 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,292,051.68
SUBTOTAL	3,292,051.68

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	1,262,372.71
-----------------------------------------------------------------	--------------

TOTAL DISBURSEMENTS APPROVED	4,554,424.39
-------------------------------------	---------------------

David Bogdala

Daniel Prozanski Jr.

Katherine Marks

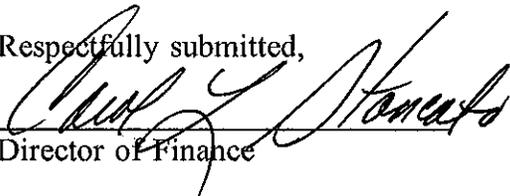
Eric Haugaard

Tod Ohnstad

Theodore Ruffalo

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

Respectfully submitted,



Director of Finance

(disbursementsblank.share.fin)

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #15

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 08/23/10

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97642	8/04	WISCONSIN STEAM CLEANER	110-05-55109-361-000	FILTER & NOZZLE	176.78
97643	8/04	RNOW, INC.	630-09-50101-393-000	7/10 PARTS/MATERIALS	1,114.56
			630-09-50101-393-000	7/10 PARTS/MATERIALS	630.03
				..... CHECK TOTAL	1,744.59
97644	8/04	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	7/10 PA ELECTRICAL M	105.38
			110-05-55109-248-000	7/10 PA ELECTRICAL M	96.40
				..... CHECK TOTAL	201.78
97645	8/04	ICMA RETIREMENT TRUST	110-00-21572-000-000	7/16-31/10 CONTRIBS	65,488.78
97646	8/04	INTERSTATE ELECTRIC SUPPLY	632-09-50101-246-000	5/10-SE ELECTRICAL S	13.16
97647	8/04	CARDINAL HEALTH	206-02-52205-318-000	7/10 MEDICAL SUPPLIE	643.56
			206-02-52205-318-000	7/10 MEDICAL SUPPLIE	5.22
				..... CHECK TOTAL	648.78
97648	8/04	KENOSHA CITY/COUNTY	110-02-52111-251-000	08/10 JOINT SERVICES	258,078.50
			110-02-52202-251-000	08/10 JOINT SERVICES	64,519.67
				..... CHECK TOTAL	322,598.17
97649	8/04	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	6/10 DRUGS	636.45
			110-02-52101-219-000	7/10 10-096970 LAB	49.60
			110-02-52101-219-000	6/10 10-092372 LAB	49.60
				..... CHECK TOTAL	735.65
97650	8/04	KENOSHA POPS BAND INC	222-09-50101-292-000	2010 CONCERT SERIES	36,000.00
97651	8/04	SHERWIN WILLIAMS CO.	521-09-50101-371-000	6/10-AR PAINT/SUPPLI	80.69
			521-09-50101-371-000	6/10-AR PAINT/SUPPLI	23.35
				..... CHECK TOTAL	104.04
97652	8/04	TRAFFIC & PARKING CONTROL CO	110-03-53103-711-000	FENDER PANEL	1,500.00
			110-03-53103-711-000	DIAPHRAGM ASSEMBLY	865.00
			110-03-53103-711-000	FENDER PANEL	250.00
			110-03-53103-711-000	CARTRIDGE SUPPORT	90.00
				..... CHECK TOTAL	2,705.00

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97653	8/04	KENOSHA COUNTY	110-02-52105-283-000	08/10 MONTHLY RENT	8,156.17
97654	8/04	VAN'S GAS SERVICE INC	630-09-50101-393-000	6/10-CE PROPANE GAS	30.36
			110-03-53116-341-000	6/10-WA PROPANE GAS	9.20
			110-03-53117-253-000	6/10-WA PROPANE GAS	6.00
			110-03-53103-355-000	6/10-ST PROPANE GAS	3.00
				..... CHECK TOTAL	48.56
97655	8/04	WILLKOMM INC., JERRY	521-09-50101-341-000	7/10-AR FUEL	2,162.85
			521-09-50101-341-000	7/10-AR FUEL	491.91
				..... CHECK TOTAL	2,654.76
97656	8/04	WE ENERGIES	110-05-55111-221-000	#29 06/22-07/21	3,002.88
			110-05-55102-221-000	#29 05/10-07/08	1,956.00
			110-03-53109-221-000	#29 06/22-07/22	1,191.07
			110-05-55109-221-000	#29 06/20-07/20	1,154.42
			110-03-53109-221-000	#29 06/16-07/19	786.89
			110-03-53116-221-000	#29 06/21-07/21	735.52
			522-05-50102-221-000	#29 06/20-07/20	534.96
			110-03-53109-221-000	#29 06/20-07/20	522.95
			110-05-55109-221-000	#29 06/16-07/18	499.27
			522-05-50102-221-000	#29 06/20-07/21	383.15
			110-05-55109-221-000	#29 06/21-07/21	380.91
			110-03-53109-221-000	#29 06/21-07/22	279.28
			110-03-53109-221-000	#29 06/21-07/21	246.80
			110-03-53109-221-000	#29 06/16-07/18	183.51
			110-03-53109-221-000	#29 06/21-07/20	169.50
			110-03-53116-221-000	#29 06/16-07/18	114.49
			110-05-55111-222-000	#29 06/22-07/21	107.84
			110-05-55109-221-000	#29 06/17-07/19	50.02
			110-03-53117-221-000	#29 06/21-07/21	46.65
			632-09-50101-221-000	#29 06/16-07/18	40.85
			522-05-50102-222-000	#29 06/20-07/20	33.66
			110-03-53109-221-000	#29 06/17-07/19	29.71
			110-05-55109-221-000	#29 06/22-07/22	11.34
			110-05-55109-222-000	#29 06/20-07/20	4.98
				..... CHECK TOTAL	12,466.65
97657	8/04	MURRAY & TRETTEL INC.	110-03-53107-219-000	CONSULTING SERVICES	1,175.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97658	8/04	PAYNE & DOLAN INC.	110-03-53103-355-000	7/10 ASPHALT MATERIA	1,037.33
97659	8/04	REINDERS INC.	630-09-50101-393-000	7/10 PARTS & SERVICE	814.55
			630-09-50101-393-000	7/10 #2681 PARTS & S	70.81
				..... CHECK TOTAL	885.36
97660	8/04	WETTENGEL CAMPAGNA	524-05-50101-311-000	6/10-GO REPAIRS/SUPP	79.00
97661	8/04	WIS FUEL & HEATING INC	630-09-50101-392-000	7/10-DIESEL FUEL	18,314.24
			630-09-50101-393-000	7/10-CE LUBRICANTS/O	522.00
				..... CHECK TOTAL	18,836.24
97662	8/04	BROOKS TRACTOR, INC.	630-09-50101-393-000	7/10 SE PARTS & MATE	268.04
			630-09-50101-393-000	7/10 SE #2449 PARTS	262.00
			630-09-50101-393-000	7/10 SE PARTS & MATE	26.99
				..... CHECK TOTAL	557.03
97663	8/04	STANDARD COMPANIES	630-09-50101-393-000	7/10-SHOP WIPES/CLOT	5,167.10
97664	8/04	DON'S AUTO PARTS	206-02-52205-344-000	7/10 FD PARTS & MATE	54.99
97665	8/04	CLIFTON GUNDERSON LLP	110-01-50701-211-000	#5 YE 12/31/09	12,000.00
97666	8/04	FEDEX	110-01-51306-312-000	7/16/10 PW-JAMAR TCH	39.78
97667	8/04	OFFICEMAX	110-01-50301-311-000	7/10 LE #1541 OFFICE	351.35
			110-01-51101-311-000	7/10 FN #1540 OFFICE	280.79
			110-01-51101-311-000	7/10 FN #1542 OFFICE	179.92
			110-02-52201-311-000	7/10 FD #1543 OFFICE	93.98
			110-01-51101-311-000	7/10 FN #1544 OFFICE	36.72
				..... CHECK TOTAL	942.76
97668	8/04	LINCOLN CONTRACTORS SUPPLY	110-03-53103-361-000	7/10-ST TOOLS/SUPPLI	44.19
			501-09-50105-361-000	7/10-ST TOOLS/SUPPLI	9.78
				..... CHECK TOTAL	53.97
97669	8/04	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	STORM SEWER INLETS	20,570.00
			630-09-50101-393-000	STORM SEWER INLETS	5,240.00
			630-09-50101-393-000	STORM SEWER INLETS	4,170.00
			630-09-50101-393-000	DET WARN PLATE	3,646.79
			630-09-50101-393-000	STORM SEWER INLETS	3,213.79
			630-09-50101-393-000	STORM SEWER INLETS	2,848.43
			630-09-50101-393-000	STORM SEWER INLETS	2,220.00
			630-09-50101-393-000	STORM SEWER INLET	1,700.00
			630-09-50101-393-000	STORM SEWER INLET	1,460.00
			630-09-50101-393-000	STORM SEWER INLET	1,400.00
			 CHECK TOTAL	46,469.01

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97670	8/04	HOLLAND SUPPLY, INC.	206-02-52205-344-000	7/10-FD MED#3 HYDRAU	197.74
			630-09-50101-393-000	7/10-CE HYDRAULIC FI	49.26
			520-09-50201-347-000	7/10-TD HYDRAULIC FI	46.20
			630-09-50101-393-000	7/10-CE HYDRAULIC FI	24.42
			630-09-50101-393-000	7/10-CE HYDRAULIC FI	24.23
				..... CHECK TOTAL	341.85
97671	8/04	LEE'S RENT IT	110-05-55109-344-000	7/10-PA TRIMMER HEAD	200.00
			110-05-55109-344-000	7/10-PA ADAPT EQUIPM	25.10
				..... CHECK TOTAL	225.10
97672	8/04	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	7/10 ST RESURFACING-	545.00
			403-11-51002-588-000	7/10 ST RESURFACING-	545.00
			403-11-51002-588-000	7/10 ST RESURFACING-	545.00
			403-11-51002-588-000	7/10 ST RESURFACING-	272.50
			403-11-51002-588-000	7/10 ST RESURFACING-	272.50
			403-11-51002-588-000	7/10 ST RESURFACING-	75.00
				..... CHECK TOTAL	2,255.00
97673	8/04	SERWE IMPLEMENT	630-09-50101-393-000	7/10 #2235 PARTS/SER	219.23
97674	8/04	PACE ANALYTICAL	492-11-50101-589-000	5/10 3604 68TH ST	1,875.00
97675	8/04	HOERNEL LOCK & KEY, INC.	110-05-55109-246-000	7/10-PW LOCKS & KEYS	26.85
97676	8/04	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	7/10-TIRE RECYCLING	1,720.05
97677	8/04	GUELG WASTE REMOVAL AND	110-09-56501-259-000	RAZING-14416 71ST PL	9,460.00
97678	8/04	HUMANA CLAIMS	611-09-50101-155-527	8/2/10 PHARMACY CLMS	18,437.19
97679	8/04	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	7/10 JANITORIAL SERV	3,355.00
97680	8/04	AT&T	110-01-51801-225-000	7/10 AT&T ONE NET	90.82
			110-00-14401-000-000	7/10 AT&T ONE NET	8.99
			520-09-50301-225-000	7/10 AT&T ONE NET	3.57
			110-00-15202-000-000	7/10 AT&T ONE NET	.18
				..... CHECK TOTAL	103.56
97681	8/04	CONCRETE SOLUTIONS	110-05-55109-344-000	SONOTUBE 36 INSTALL	105.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97682	8/04	HILLSIDE TRUE VALUE	501-09-50105-282-000	6/10-ST MISC. SUPPLI	110.00
			501-09-50105-235-000	6/10-ST MISC. SUPPLI	49.95
			520-09-50201-317-000	6/10-TD MISC. SUPPLI	31.35
			520-09-50401-249-000	6/10-TD MISC. SUPPLI	30.88
			110-01-51801-389-000	6/10-PW MISC. SUPPLI	9.70
			110-03-53109-361-000	6/10-ST MISC. SUPPLI	5.39
			110-02-52203-382-000	6/10-FD MISC. SUPPLI	2.49
			632-09-50101-389-000	6/10-PW MISC. SUPPLI	2.30
			521-09-50101-344-000	6/10-AR MISC. SUPPLI	1.62
			524-05-50101-361-000	6/10-PA MISC. SUPPLI	.58
				..... CHECK TOTAL	244.26
			97683	8/04	US CELLULAR
110-01-51801-226-000	6/10 PW-CELL AIRTIME	112.33			
110-01-51801-226-000	6/10 PW-CELL SERVICE	16.00			
110-01-51801-226-000	5/10 PW-CELL SERVICE	16.00			
110-03-53101-226-000	6/10 PW-SERVC/AIRTIM	11.97			
110-03-53101-226-000	5/10 PW-SERV/AIRTIME	8.87			
	..... CHECK TOTAL	294.00			
97684	8/04	SCHMIDT IMPLEMENT CO. INC.	521-09-50101-344-000	7/10 AR SERVICE/PART	488.45
97685	8/04	HOMETOWN INC.	520-09-50106-341-000	7/10-DIESEL FUEL	18,787.48
97686	8/04	KAR PRODUCTS	110-02-52203-344-000	7/10-FD SUPPLIES/REP	61.23
97687	8/04	KENOSHA COUNTY CLERK	409-11-50903-589-000	GATEWAY CENTER	164,600.00
97688	8/04	KENOSHA COUNTY CLERK	409-11-51003-589-000	GATEWAY CENTER	3,349.00
			409-11-50903-589-000	GATEWAY CENTER	651.00
				..... CHECK TOTAL	4,000.00
97689	8/04	T & A INDUSTRIAL, LTD.	501-09-50105-367-000	SAFETY CLOTHING	1,842.50
97690	8/04	FASTENAL COMPANY	110-03-53113-389-000	7/10 ST TOOLS OR MAT	108.13
			205-03-53119-389-000	7/10 ST TOOLS OR MAT	16.35
				..... CHECK TOTAL	124.48
97691	8/04	MENARDS (KENOSHA)	110-05-55109-357-000	7/10 PA MERCHANDISE	86.57
			205-03-53119-353-000	7/10 ST MERCHANDISE	68.71
			205-03-53119-357-000	6/10 ST MERCHANDISE	42.82
			110-05-55109-361-000	7/10 PA MERCHANDISE	34.97
			521-09-50101-344-000	7/10 AR MERCHANDISE	31.98
			110-02-52203-344-000	7/10 FD #1 MERCHANDI	14.94
			110-05-55109-382-000	7/10 PA MERCHANDISE	6.88
 CHECK TOTAL	286.87			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97692	8/04	SHERWIN INDUSTRIES	521-09-50101-371-000	CENTERLINE PAINT	2,939.00
97693	8/04	RESOURCE RECOVERY SYSTEMS	205-03-53119-219-000	6/10 RENT EQUIPMENT	1,560.00
97694	8/04	J. GARDNER & ASSOCIATES, LLC	110-02-52110-311-000	CUSTOM STICK-ON JR.	605.00
97695	8/04	PREVOST CAR (US) INC	520-09-50201-347-000	7/10-BUS PARTS	29.34
97696	8/04	LASER NET INC	110-01-50901-219-000 110-01-51306-312-000	ASSESSMT NOTICE PRC ASSESSMT NOTICE BAL CHECK TOTAL	2,779.41 362.55 3,141.96
97697	8/04	GRAINGER	110-02-52203-344-000	7/10-FD PARTS/MATERI	18.50
97698	8/04	MILWAUKEE SPRING &	630-09-50101-393-000 630-09-50101-393-000	7/10 #2716 PARTS & L 7/10 #2445 PARTS & L CHECK TOTAL	1,072.32 617.50 1,689.82
97699	8/04	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	7/10-BUS PARTS 7/10-BUS PARTS 7/10-BUS PARTS CHECK TOTAL	839.53 718.45 608.88 2,166.86
97700	8/04	AZAR L.L.C.	110-09-56501-259-565 110-09-56501-259-565	RAZING 6118 54TH ST RAZING- 5210 58TH S CHECK TOTAL	1,600.00 1,360.00 2,960.00
97701	8/04	IAFF/NATIONWIDE	110-00-21574-000-000	7/16-31/10 CONTRIBS	20,224.83
97702	8/04	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	7/16-31/10 CONTRIBS	12,603.75
97703	8/04	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	2/06/10 M LAUDONIO	272.00
97704	8/04	MILWAUKEE RADIOLOGISTS LTD	110-09-56405-161-000 110-09-56405-161-000	6/24/10 A LOPEZ 6/24/10 A LOPEZ CHECK TOTAL	422.40 39.20 461.60
97705	8/04	AURORA MEDICAL GROUP	110-01-51303-216-000 611-09-50101-155-000 110-02-52103-219-000	4/20-6/22/10 SCREENS 4/20-6/22/10 SCREENS 4/20-6/22/10 SCREENS CHECK TOTAL	4,786.00 108.00 40.00 4,934.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97706	8/04	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	2/06/10 M LAUDONIO	170.45
97707	8/04	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	6/24/10 A LOPEZ	221.85
97708	8/04	AURORA HEALTH CARE	110-09-56405-161-000	6/15/10 I RAMADANI	142.56
			110-09-56405-161-000	5/21/10 K LOVETRO	59.84
			110-09-56405-161-000	5/21/10 K LOVETRO	42.24
				..... CHECK TOTAL	244.64
97709	8/04	ALL SAINTS MEDICAL CENTER	110-09-56405-161-000	6/24/10 A LOPEZ	2,175.00
			110-09-56405-161-000	6/24/10 A LOPEZ	215.76
				..... CHECK TOTAL	2,390.76
97710	8/04	AKINA, SUSAN	110-00-21905-000-000	BEACH HOUSE-7/23/10	300.00
97711	8/04	LEES, MARK R	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
97712	8/04	COVELLI, STEPHANIE M	110-00-44709-000-000	BARTENDER LICENSE	50.00
97713	8/04	HILL, SHARON	110-00-47118-000-000	CANCEL ALFORD 9/4/10	90.00
97714	8/04	MCCORMICK, ASHLEY	110-00-21905-000-000	BEACH HOUSE-7/25/10	100.00
97715	8/04	JONES, JANETTE	110-00-21905-000-000	BEACH HOUSE 7/24/10	300.00
97716	8/04	SANTELLI, JANET	110-00-47118-000-000	ANDERSON 7/25/10	75.00
97717	8/04	TER-ALA CORPORATION	110-00-44601-000-000	CIGARETTE TOBACCO	100.00
97718	8/04	MUTCHLER, VINCENT L.	110-09-56405-166-000	7/15-8/15/10 PPD	1,092.00
97719	8/06	WE ENERGIES	110-03-53109-221-000	7/10 STREETLIGHTING	59,185.48
			110-05-55109-221-000	7/10 STREETLIGHTING	584.74
				..... CHECK TOTAL	59,770.22
97720	8/06	RNOW, INC.	630-09-50101-393-000	7/10-SE PARTS/MATERI	352.20
			630-09-50101-393-000	7/10-SE#2885 PARTS/M	49.15
				..... CHECK TOTAL	401.35
97721	8/06	COMSYS, INCORPORATED	110-01-51102-215-000	8/8/10-9/7/10 SVCS	36,013.76
			501-09-50101-215-000	8/8/10-9/7/10 SVCS	9,003.46
			 CHECK TOTAL	45,017.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97722	8/06	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	7/10-PW ELECTRICAL S	274.92
			110-05-55108-248-000	7/10-PW ELECTRICAL S	75.36
			110-05-55108-248-000	7/10-PW ELECTRICAL S	54.13
			110-05-55111-246-000	7/10-PW ELECTRICAL S	2.42
				..... CHECK TOTAL	406.83
97723	8/06	JANTZ AUTO SALES INC	110-02-52103-219-000	6/10-#10-095399 TOWI	15.00
97724	8/06	CARDINAL HEALTH	206-02-52205-318-000	7/0 MEDICAL SUPPLIES	74.12
			206-02-52205-318-000	6/10 MEDICAL SUPPLIE	51.04
				..... CHECK TOTAL	125.16
97725	8/06	KINDY OPTICAL	110-01-51303-164-000	6-7/10-SAFETY GLASSE	219.90
97726	8/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/06/10 CITY HRLY	15,483.42
			110-00-21562-000-000	8/06/10 WATER HRLY	4,279.10
			110-00-21562-000-000	8/06/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	19,947.52
97727	8/06	LABOR PAPER, THE	110-01-50101-321-000	7/10 VACATE 67/38	28.30
			110-01-50101-321-000	6/10 1ST/2ND ORDS	25.36
				..... CHECK TOTAL	53.66
97728	8/06	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	8/25/09 M MIELOSZYK	2,162.00
			110-09-56405-161-000	6/28/10 M SPIDELL	212.78
				..... CHECK TOTAL	2,374.78
97729	8/06	KENOSHA NEWS	110-01-51303-326-000	7/10 CURATOR I	212.34
			110-01-51303-326-000	7/10 SEWAGE PLNT OP	137.65
				..... CHECK TOTAL	349.99
97730	8/06	RODE'S CAMERA	722-00-21988-000-000	NIKON CAMERA	349.95
97731	8/06	SHOPKO DEPT. STORE	524-05-50101-353-000	7/10-GO MERCHANDISE	159.37
97732	8/06	VULCAN MATERIALS COMPANY	501-09-50105-354-000	7/10-AGGREGATE MATER	2,898.27
97733	8/06	AMERICAN BOTTLING CO.	524-05-50101-397-000	7/10 SOFT DRINKS	264.00
			524-05-50101-397-000	7/10 SOFT DRINKS	145.50
			 CHECK TOTAL	409.50

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97734	8/06	WIS FUEL & HEATING INC	630-09-50101-391-000	7/10-SE DIESEL FUEL	20,978.16
			630-09-50101-393-000	7/10-CE LUBRICANTS/O	352.00
			632-09-50101-389-000	7/10-SE LUBRICANTS/O	100.00
				..... CHECK TOTAL	21,430.16
97735	8/06	C.J.W., INC.	524-05-50101-397-000	7/10-GO CONSUMABLE M	76.35
97736	8/06	CURTIS INDUSTRIES, INC	630-09-50101-393-000	7/10 SE FASTENERS-VA	37.11
97737	8/06	KENOSHA WATER UTILITY	110-05-55102-224-000	HYDRANT ROTARY BSEBL	46.00
			205-03-53119-224-000	HYDRANT 4071 88 AVE	24.90
				..... CHECK TOTAL	70.90
97738	8/06	HORNUNG'S PRO GOLF SALES	524-05-50101-398-000	TEE TOWELS	228.00
			524-05-50101-398-000	CABRETTA GLOVES	204.00
			524-05-50101-398-000	TEES	203.66
			524-05-50101-398-000	MLB SCREENED TOWEL	93.60
			524-05-50101-398-000	FLOOR SPIKE BRUCH	84.00
			524-05-50101-398-000	NFL SCREENED TOWEL	46.80
	..... CHECK TOTAL	860.06			
97739	8/06	CHASE BANK KENOSHA	110-00-21513-000-000	8/06/10 HRLY DEDUCT	22,265.58
			110-00-21612-000-000	8/06/10 HRLY DEDUCT	12,890.13
			110-00-21511-000-000	8/06/10 HRLY DEDUCT	12,889.75
			110-00-21514-000-000	8/06/10 HRLY DEDUCT	3,380.15
			110-00-21614-000-000	8/06/10 HRLY DEDUCT	3,380.10
				..... CHECK TOTAL	54,805.71
97740	8/06	CISCO DISTRIBUTING	110-03-53109-374-000	STEEL LIGHT POLE	4,708.00
97741	8/06	PAT'S SERVICES, INC.	110-05-55108-282-000	7/10-JULY 4TH PORTAB	3,735.00
			205-03-53119-282-000	6/16-7/16/10-COMPOST	65.80
				..... CHECK TOTAL	3,800.80
97742	8/06	RC ELECTRONICS	222-09-50101-295-000	RADIOS FOR PARADE	480.00
97743	8/06	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	8/06/10 D FAFFORD	30.00
97744	8/06	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	7/10-ST TOOLS/SUPPLI	322.27
			501-09-50105-344-000	7/10-ST TOOLS/SUPPLI	299.00
			110-03-53113-389-000	7/10-ST TOOLS/SUPPLI	167.00
			 CHECK TOTAL	788.27

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97745	8/06	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	8/06/10 B GARRETT	113.09
97746	8/06	ACCURATE PRINTING CO., INC.	222-09-50101-259-909	7/10 POERIA FEST FLY	383.00
			110-02-52601-311-000	7/10 DH-LETTERHEAD	144.00
			110-02-52103-311-000	7/10 PD-REG ENVELOPE	106.00
			110-02-52103-311-000	7/10 PD-6 & 9 ENVLP	67.83
				..... CHECK TOTAL	700.83
97747	8/06	BRUSKE PRODUCTS	630-09-50101-393-000	6/10 SE BROOMS/BRUSH	201.60
97748	8/06	VERMEER SALES & SERVICE	630-09-50101-393-000	7/10-SE#3009 PARTS/S	242.22
97749	8/06	AECOM TECHNICAL SERVICES INC	492-11-50201-589-000	6/10 ENVIRONMNT SITE	510.90
97750	8/06	BELLE COFFEE SERVICE	524-05-50101-397-000	7/10-GO COFFEE/SUPL	62.00
97751	8/06	BASSO BUILDERS, INC.	286-06-51603-259-000	#5146515 CONSTR	34,874.46
			285-06-51606-259-000	#5146515 CONSTR	14,568.04
				..... CHECK TOTAL	49,442.50
97752	8/06	CICCHINI ASPHALT LLC	401-11-51001-585-000	EST 1-RESURF PHS II	61,148.01
97753	8/06	AMERICAN FOUNDRY & FURNACE	633-09-50101-241-000	FURNACE MAINTENANCE	1,823.00
97754	8/06	CARBONE'S CUSTOM FIREARMS	110-02-52103-365-000	GUN	1,724.80
97755	8/06	LEE PLUMBING, INC.	110-05-55109-344-000	6/10 FISH CLEAN STA	3,250.00
			110-05-55111-219-000	7/10 ANDERSON POOL	547.00
				..... CHECK TOTAL	3,797.00
97756	8/06	PAUL CONWAY SHIELDS	110-02-52203-369-000	WINGMAN PATROL BAG	153.50
			110-02-52203-369-000	BOTTLE CARRIER	31.00
			110-02-52203-369-000	6 X 6 PADDED POUCH	26.00
			110-02-52203-369-000	C4 CASE	21.90
			110-02-52203-369-000	STROBE/GPS POUCH	16.90
				..... CHECK TOTAL	249.30
97757	8/06	DROPRITE TREE & LANDSCAPE	401-11-51001-585-000	TREES PAVING #3	4,725.50
97758	8/06	TOWN & COUNTRY GLASS	110-01-51801-246-000	7/10-GLASS REPAIR/SU	20.75

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97759	8/06	LAKESIDE TITLE & CLOSING SRV	110-09-56501-259-000	7/10-2018 45 ST LETT	35.00
97760	8/06	US CELLULAR	205-03-53118-226-000	7/10 WA-CELL SERVICE	16.00
			205-03-53118-226-000	7/10 WA-CELL AIRTIME	7.68
				..... CHECK TOTAL	23.68
97761	8/06	ELECTRICAL CONTRACTORS, INC	110-05-55109-249-000	7/10 BAND SHELL	2,613.73
			110-05-55102-247-000	6/10 PEORIO DIAMOND	1,666.10
			110-05-55109-249-000	7/10 WASH POOL	413.65
			110-05-55102-247-000	6/10 OLD LL PARK	356.38
				..... CHECK TOTAL	5,049.86
97762	8/06	T & A INDUSTRIAL, LTD.	501-09-50105-344-000	6/10-ST MISC SUPPLIE	388.01
			110-03-53103-361-000	7/10-ST MISC SUPPLIE	168.21
				..... CHECK TOTAL	556.22
97763	8/06	KENOSHA COUNTY TREASURER	110-04-54101-252-000	8/10 HEALTH SERVICES	90,519.50
97764	8/06	NORTHERN MIST LAWN SPRINKLER	110-05-55109-344-000	7/10-IRRIGATION REPA	88.00
97765	8/06	HANSMANN PRINTING	520-09-50301-311-000	6/10 R IWEN BUS CRD	48.00
97766	8/06	WASTE MANAGEMENT	633-09-50101-253-000	8/10-LI WEEKLY PICK	80.21
			521-09-50101-219-000	8/10-AR PAPER RECYCL	54.08
			110-01-51801-246-000	8/10-MB PULL CHARGES	54.08
			110-05-55109-246-000	8/10-PA PAPER RECYCL	37.86
				..... CHECK TOTAL	226.23
97767	8/06	MENARDS (KENOSHA)	110-02-52203-357-000	7/10 FD #4 MERCHANDI	185.88
			110-05-55109-357-000	7/10 PA MERCHANDISE	86.99
			110-03-53103-357-000	7/10 ST MERCHANDISE	85.79
			110-05-55109-244-000	7/10 PA MERCHANDISE	53.76
			110-05-55109-244-000	7/10 PA MERCHANDISE	48.96
			110-05-55109-361-000	7/10 PA MERCHANDISE	38.94
			520-09-50401-317-000	7/10 TD MERCHANDISE	34.21
				..... CHECK TOTAL	534.53
97768	8/06	PAYNE & DOLAN	403-11-51111-588-000	EST 3-39TH AVE S.W.	162,226.51
			409-11-51010-589-000	EST 2-27TH ST. PROJ.	159,660.90
			409-11-51004-589-000	EST 3-39TH AVE PROJ	58,952.25
			 CHECK TOTAL	380,839.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97769	8/06	WIS SCTF	110-00-21581-000-000	8/06/10 HRLY DEDUCT	1,536.57
97770	8/06	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	120 CITATION BOOKS	120.00
97771	8/06	LEMKE FARMS	222-09-50101-259-909	HORSE AND CARRIAGE	2,100.00
97772	8/06	REFRIGERANT RECOVERY INC	110-03-53116-219-000	7/10-DISPOSAL WHITE	338.00
97773	8/06	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	8/06/10 J PETRILLO	139.82
97774	8/06	DECATUR ELECTRONICS	110-02-52103-941-804	RADAR GUN	4,950.00
			110-02-52103-235-000	CIGAR LIGHTER PLUG	24.90
				..... CHECK TOTAL	4,974.90
97775	8/06	GRAINGER	110-05-55109-344-000	6/10-PW PARTS/MATERI	56.14
97776	8/06	WIS DEPT OF TRANS-TVRP UNIT	110-02-52103-257-000	08/10 REPLENISH	5,000.00
97777	8/06	KUSSMAUL ELECTRONICS CO, INC	110-02-52203-344-000	7/10-FD ENG#6 MISCEL	491.31
97778	8/06	ACCURINT	110-02-52101-219-000	6/10 SEARCHES/LOCATE	50.00
97779	8/06	CMRS/PITNEY BOWES	110-01-51306-312-000	7/26/10 WIRE TRANS	10,000.00
97780	8/06	PROCESSWORKS INC.	110-00-21578-000-000	8/3/10 CHECK REG	2,323.05
97781	8/06	AIRGAS NORTH CENTRAL	206-02-52205-389-000	7/10 FD #3 OXYGEN CY	69.93
			206-02-52205-389-000	7/10 FD #5 OXYGEN CY	50.49
			110-03-53103-355-000	7/10 ST INDUSTRIAL G	37.92
				..... CHECK TOTAL	158.34
97782	8/06	AFLAC	110-00-21535-000-000	07/10 DEDUCTS	2,020.46
			110-00-21535-000-000	6/18-7/09/10 DEDUCT	711.64
			110-00-21535-000-000	7/16-8/06/10 DEDUCT	666.92
			110-00-21536-000-000	07/10 DEDUCTS	361.00
			110-00-21536-000-000	7/16-8/06/10 DEDUCT	306.96
			110-00-21536-000-000	6/18-7/09/10 DEDUCT	306.96
			 CHECK TOTAL	4,373.94
97783	8/06	SPECTERA, INC.	110-00-21534-000-000	08/10 DEDUCTS	1,142.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97784	8/06	CLARK DIETZ, INC	409-11-50906-589-000	6/10 AMENDMENT #3	16,316.63
			409-11-51006-589-000	6/10 CNTY "N" SERV	3,740.67
				..... CHECK TOTAL	20,057.30
97785	8/06	RADIO ENGINEERING INDUSTRIES	520-09-50201-344-000	7/10-TD PARTS/REPAIR	218.63
97786	8/06	AURORA MEDICAL GROUP	110-01-51303-216-000	02/10 SCREENS	201.00
97787	8/06	LGIP MUSEUM	110-00-21805-000-000	8/02/10 WIRE TRANS	144,000.00
97788	8/06	EXTREME SOUNDS AND LIGHT	222-09-50101-259-908	30% ADV FOLK FEST	300.00
97789	8/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	8/06/10 D LARSON	158.94
97790	8/11	AFI DIRECT SERVICE INC	630-09-50101-393-000	7/10 SE #2283 HYDRAU	906.26
97791	8/11	CLERK OF CIRCUIT COURT	110-01-50301-219-000	FILE 10 SMALL CLAIMS	945.00
97792	8/11	CLERK OF CIRCUIT COURT	110-01-50101-219-000	09SM1799 S HOFFMAN	12.50
97793	8/11	GENERAL COMMUNICATIONS, INC.	110-02-52103-344-000	ANTENNA CABLE KITS	240.00
97794	8/11	GODFREY & KAHN, SC	110-01-51301-219-000	6/10-CHRYSLER PLAN	17,948.39
97795	8/11	LABOR PAPER, THE	420-11-50902-583-000	7/10 MOB PARKING	41.88
			420-11-51008-589-000	7/10 OVERPASS PAINT	37.96
				..... CHECK TOTAL	79.84
97796	8/11	LANDMARK TITLE CORPORATION	463-11-50801-589-000	ACQ 5915 SHERIDAN	75,155.00
97797	8/11	BADGER TRUCK CENTER	630-09-50101-393-000	7/10 SE #2170 PARTS	982.09
			630-09-50101-393-000	7/10 SE #1856 PARTS	513.94
				..... CHECK TOTAL	1,496.03
97798	8/11	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	7/10-TRAFFIC SIGNS	534.76
97799	8/11	WIS DEPT OF REVENUE	110-00-21512-000-000	7/16-31/10 DEDUCTS	128,436.73
97800	8/11	WE ENERGIES	110-01-51801-221-000	#30 06/29-07/29	7,197.11
			633-09-50101-221-000	#30 06/25-07/26	3,454.57
			110-05-55111-221-000	#30 06/29-07/29	2,334.28
			110-03-53103-221-000	#30 06/25-07/28	2,151.55
			520-09-50401-221-000	#30 06/25-07/27	2,133.56
			110-02-52203-221-000	#30 06/24-07/27	2,039.22
			521-09-50101-221-000	#30 06/30-08/01	1,989.71
			521-09-50101-221-000	#30 06/29-07/28	1,665.75
			110-05-55109-221-000	#30 06/25-07/28	1,502.88
			110-03-53109-221-000	#30 06/23-07/25	1,468.28
			632-09-50101-221-000	#30 06/25-07/28	1,236.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-221-000	#30 06/30-08/01	1,060.21
			110-03-53109-221-000	#30 06/29-07/29	1,008.35
			110-03-53109-221-000	#30 06/24-07/26	997.92
			110-02-52203-221-000	#30 06/26-07/28	989.74
			110-05-55109-221-000	#30 06/23-07/25	939.08
			110-02-52203-221-000	#30 06/27-07/27	809.84
			110-05-55111-222-000	#30 06/28-07/28	614.32
			110-03-53109-221-000	#30 06/23-07/26	482.13
			110-03-53109-221-000	#30 06/28-07/27	417.81
			110-03-53109-221-000	#30 07/01-08/02	396.17
			110-03-53109-221-000	#30 06/30-08/01	391.70
			110-02-52110-221-000	#30 06/28-07/28	389.40
			110-01-51802-221-000	#30 912 35TH ST	369.05
			110-03-53109-221-000	#30 06/25-07/26	299.34
			110-03-53109-221-000	#30 06/27-07/27	230.48
			110-05-55111-221-000	#30 06/28-07/28	227.10
			110-01-51801-222-000	#30 06/28-07/28	192.58
			110-03-53103-221-000	#30 06/24-07/26	191.71
			110-02-52203-222-000	#30 06/27-07/30	127.88
			110-03-53116-222-000	#30 06/28-07/28	127.29
			110-05-55109-222-000	#30 06/27-07/27	122.48
			110-03-53103-222-000	#30 06/25-07/28	118.87
			110-02-52203-222-000	#30 06/24-07/26	114.34
			110-03-53109-221-000	#30 06/28-07/27	101.75
			110-02-52203-222-000	#30 06/30-08/01	87.12
			110-01-51802-221-000	#30 2210 52 ST	77.12
			521-09-50101-222-000	#30 06/30-08/01	58.63
			633-09-50101-222-000	#30 06/27-07/27	55.63
			110-05-55102-221-000	#30 06/29-07/29	54.59
			110-05-55109-221-000	#30 07/01-08/02	47.44
			519-09-50103-221-000	#30 06/24-07/26	45.83
			110-05-55109-221-000	#30 06/29-07/29	44.27
			632-09-50101-222-000	#30 06/27-07/27	31.82
			110-05-55109-221-000	#30 06/28-07/28	30.61
			110-05-55106-222-000	#30 06/23-07/26	30.14
			110-03-53103-222-000	#30 06/27-07/27	29.70
			520-09-50401-222-000	#30 06/27-07/26	27.89
			110-03-53109-221-000	#30 06/30-07/30	24.90
			110-05-55109-221-000	#30 06/27-07/27	23.31
			110-03-53103-221-000	#30 06/29-07/29	21.56
			110-03-53103-221-000	#30 06/28-07/28	17.57
			110-03-53103-221-000	#30 06/27-07/27	17.27
			110-02-52110-222-000	#30 06/28-07/28	16.15
			110-05-55109-222-000	#30 06/24-07/26	13.72
			110-02-52103-222-000	#30 07/01-08/02	11.52
			110-05-55109-221-000	#30 06/24-07/26	9.73
			521-09-50101-221-000	#30 07/01-08/02	8.85
			110-05-55109-222-000	#30 06/29-07/29	8.70
			 CHECK TOTAL	38,687.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97801	8/11	LEITCH PRINTING CORPORATION	420-11-50902-583-000	8/10-MOB PARKING	252.45
97802	8/11	PAYNE & DOLAN INC.	110-03-53103-355-000	7/10-ASPHALT MATERIA	1,358.95
97803	8/11	REINDERS INC.	110-05-55102-353-000	FERTILIZER	4,500.00
			110-05-55104-353-000	FERTILIZER	3,900.00
			110-05-55109-344-000	7/10 PA REPAIRS	182.12
			110-05-55109-344-000	7/10 PA REPAIRS	40.00
			110-05-55109-344-000	6/10 PA REPAIRS	40.00
			110-05-55109-344-000	7/10 PA REPAIRS	6.95
				..... CHECK TOTAL	8,669.07
97804	8/11	WIS FUEL & HEATING INC	630-09-50101-392-000	7/10-SE DIESEL FUEL	18,633.47
97805	8/11	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	PAINT BODY PANELS	504.00
97806	8/11	BATTERIES PLUS LLC	110-02-52203-385-000	7/10 FD #4 BATTERIES	131.33
			206-02-52205-344-000	7/10 FD #4 BATTERIES	65.27
				..... CHECK TOTAL	196.60
97807	8/11	KENOSHA CAR CLUB	110-00-21905-000-000	BAKER PARK-6/20/10	100.00
97808	8/11	AT&T	110-01-51801-225-000	7/28-8/27 653-7213	632.85
			110-02-52203-225-000	7/22-8/21 REPEATER	199.72
			110-01-51801-227-000	7/28-8/27 653-8297	114.12
			521-09-50101-225-000	7/19-8/18 652-1332	65.90
			110-05-55111-225-000	7/28-8/27 942-3781	40.30
			110-01-51801-225-000	7/28-8/27 942-8834	33.21
				..... CHECK TOTAL	1,086.10
97809	8/11	DWD-UI	110-09-56308-157-000	7/10 UNEMPLOYMENT	4,170.32
			520-09-50101-157-000	7/10 UNEMPLOYMENT	3,055.42
			110-09-56308-157-000	7/10 UNEMPLOYMENT	527.52
			110-00-15601-000-000	7/10 UNEMPLOYMENT	104.61
			110-09-56308-157-000	7/10 UNEMPLOYMENT	68.69CR
				..... CHECK TOTAL	7,789.18
97810	8/11	SHORT ELLIOTT HENDRICKSON	409-11-50804-219-000	6/10 39TH AVE AMENDM	5,520.02
			409-11-50804-219-000	5/10 39TH AVE AMENDM	3,512.74
			 CHECK TOTAL	9,032.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97811	8/11	OFFICEMAX	110-02-52103-311-000	7/10 PD #1548 OFFICE	318.40
			501-09-50101-311-000	7/10 ST #1546 OFFICE	164.94
			110-03-53101-311-000	7/10 PW #1545 OFFICE	127.29
			110-05-55109-311-000	7/10 PA #1551 OFFICE	85.51
			110-01-51301-311-000	7/10 AD #1550 OFFICE	10.85
				..... CHECK TOTAL	706.99
97812	8/11	PREISS, IRENE	110-02-52203-165-000	08/10 BENEFITS	410.53
97813	8/11	TUDJAN, EDWARD	110-02-52203-165-000	08/10 BENEFITS	941.50
97814	8/11	ZAK, PAUL	110-02-52203-165-000	08/10 BENEFITS	861.97
97815	8/11	INDUSTRIAL MARKETING	630-09-50101-393-000	SPRING 2993	68.72
97816	8/11	ROBERTSON RYAN & ASSOC INC	761-09-50101-219-000	2010/11 INS. PKG	9,949.00
97817	8/11	AMERICAN MATTRESS	110-02-52203-369-000	MATTRESS	4,480.00
			110-02-52203-369-000	BOX SPRING	2,940.00
				..... CHECK TOTAL	7,420.00
97818	8/11	PARKSIDE TRUE VALUE HARDWARE	110-02-52203-382-000	7/10-FD SUPPLIES	38.49
97819	8/11	LIBERTY BUILDERS, LLC	285-06-51604-259-000	#5148123 5502-23 AVE	1,000.00
97820	8/11	LEE PLUMBING, INC.	110-01-51801-389-000	6/10-VET'S FOUNTAIN	2,366.67
			110-01-51801-389-000	6/10-VET'S FOUNTAIN	396.00
			110-01-51801-241-000	7/10-A/C ROOM 96	256.00
			110-01-51801-241-000	6/10-A/C ROOM 305	215.00
			110-05-55111-219-000	6/10-ANDERSON POOL	196.90
				..... CHECK TOTAL	3,430.57
97821	8/11	PAGEL HYDRAULIC SERVICE	630-09-50101-393-000	CYLINDER REPAIR AND	1,825.00
			630-09-50101-393-000	CYLINDER REPAIR AND	830.00
			630-09-50101-393-000	CYLINDER REPAIR AND	775.00
			630-09-50101-393-000	CYLINDER REPAIR AND	732.65
			630-09-50101-393-000	CYLINDER REPAIR AND	350.00
				..... CHECK TOTAL	4,512.65
97822	8/11	US CELLULAR	110-01-51801-226-000	7/10 PW-CELL AIRTIME	127.93
			501-09-50103-226-000	7/10 SW-CELL AIRTIME	45.13
			501-09-50103-226-000	7/10 INTERNET CARD	41.29
			110-01-51801-226-000	7/10 PW-CELL SERVICE	16.00
			110-03-53101-226-000	7/10 PW-SERVC/AIRTM	8.87
			501-09-50103-226-000	7/10 SW-CELL SERVICE	8.00
			501-09-50101-226-000	7/10 SW-CELL SERVICE	8.00
			501-09-50101-226-000	7/10 SW-CELL AIRTIME	.87
			 CHECK TOTAL	256.09

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97823	8/11	CUMMINS NPOWER, LLC	520-09-50201-347-000	AIR COMPRESSOR	1,098.36
			110-02-52203-344-000	7/10 FD PARTS/SERVIC	639.46
			520-09-50201-347-000	7/10 TD PARTS/SERVIC	117.81
			520-09-50201-347-000	7/10 TD PARTS/SERVIC	79.28
			520-09-50201-347-000	6/10 TD PARTS/SERVIC	18.91
				..... CHECK TOTAL	1,953.82
97824	8/11	SCHMIDT IMPLEMENT CO. INC.	403-11-50903-579-000	JOHN DEERE TRACTOR	52,193.64
			403-11-50903-579-000	OFFSET FLAIL MOWER	11,575.45
			403-11-50903-579-000	EXTENDED WARRANTY	3,411.00
				..... CHECK TOTAL	67,180.09
97825	8/11	MALSACK, J	463-11-50802-219-000	7/10 GRASS CUT-A	1,017.45
			110-09-56501-259-570	7/10 1539 16 AV-GRS	950.00
			110-09-56501-259-570	7/10 1820 27 AV-GRS	907.25
			461-11-50902-581-000	7/10 WD/GRASS CUT-B	895.37
			401-11-50712-581-000	7/10 WD/GRASS CUT-C	863.71
			110-09-56501-259-570	7/10 1603 50 ST-GRS	415.00
			110-09-56501-259-570	7/10 6023 32 AV-GRS	410.00
			110-09-56501-259-570	7/10 6526 22 AV-GRS	325.00
			110-09-56501-259-570	7/10 6535 82 AV-GRS	310.00
			110-09-56501-259-570	7/10 1511 74 ST-GRS	305.00
			110-09-56501-259-570	7/10 5525 24 AV-GRS	294.50
			110-09-56501-259-570	7/10 3842 45 AV-GRS	242.25
			110-09-56501-259-570	7/10 6033 92 AV-GRS	242.25
			110-09-56501-259-570	7/10 2018 45 ST-GRS	200.00
			110-09-56501-259-570	7/10 5422 24 AV-GRS	199.50
			110-09-56501-259-570	7/10 7603 33 AV-GRS	180.50
			110-09-56501-259-570	7/10 4307 30 AV-GRS	166.25
			110-09-56501-259-570	7/10 2502 54 ST-GRS	78.85
			110-09-56501-259-570	7/10 4604 50 ST-GRS	71.25
			110-09-56501-259-570	7/10 4810 61 ST-GRS	24.70
			461-11-50902-581-000	7/10 4621 38TH GRASS	23.75
			110-09-56501-259-570	7/10 2725 75 ST-GRS	21.37
			461-11-50902-581-000	7/10 4902 37 AV-GRS	19.00
	..... CHECK TOTAL	8,162.95			
97826	8/11	JENSEN TOWING	110-02-52103-219-000	7/10 #10-107077 TOWI	45.00
			110-02-52103-219-000	7/10 #10-107077 TOWI	45.00
			110-02-52103-219-000	7/10 #10-107077 TOW	45.00
			110-02-52103-219-000	7/10-#10-108171 TOW	15.00
			 CHECK TOTAL	150.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97827	8/11	REGISTER OF DEEDS	110-01-50101-321-000	RECORD ORD#46-10	30.00
97828	8/11	REGISTER OF DEEDS	110-09-56501-259-000	RAZE ORD 2018 45 ST	30.00
97829	8/11	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	7/10 COMPACTOR RENT	633.71
97830	8/11	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000 630-09-50101-393-000	7/10-SE PARTS/LABOR 7/10-SE#2385 PARTS/L CHECK TOTAL	201.98 75.10 277.08
97831	8/11	T & A INDUSTRIAL, LTD.	110-03-53103-361-000 110-03-53103-389-000	7/10-ST MISC SUPPLIE 7/10-ST MISC SUPPLIE CHECK TOTAL	303.43 88.13 391.56
97832	8/11	WIS DEPT OF REVENUE	761-00-21512-000-000	7/10 KCM DEDUCTS	265.00
97833	8/11	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000 520-09-50202-246-000	REPAIR FREON LEAK SERVICE CALL CHECK TOTAL	660.00 336.90 996.90
97834	8/11	JP MORGAN CHASE BANK	761-00-21513-000-000 761-00-21511-000-000 761-09-50101-152-000 761-09-50101-158-000 761-00-21514-000-000	7/10 KCM DEDUCTS 7/10 KCM DEDUCTS 7/10 KCM DEDUCTS 7/10 KCM DEDUCTS 7/10 KCM DEDUCTS CHECK TOTAL	472.00 326.64 326.63 76.40 76.38 1,278.05
97835	8/11	DUECO, INC	420-11-50701-579-000 420-11-50901-579-000 420-11-50901-934-560	AERIAL TRUCK AERIAL TRUCK TRADE FLEET #2230 CHECK TOTAL	97,573.00 10,691.50 5,500.00CR 102,764.50
97836	8/11	NORTHERN MIST LAWN SPRINKLER	110-05-55102-249-000	7/10-PW IRRIGATION R	181.55
97837	8/11	NYBERG TROPHIES & AWARDS	110-05-55109-311-000	MEMORIAL PLAQUES	23.00
97838	8/11	MENARDS (KENOSHA)	110-02-52203-382-000 205-03-53119-353-000 110-05-55109-357-000 110-05-55109-244-000 110-05-55109-389-000 110-01-51801-389-000 520-09-50201-317-000 524-05-50101-382-000 110-05-55109-389-000	7/10-FD#7 MERCHANDIS 7/10-ST MERCHANDISE 7/10-PA MERCHANDISE 7/10-PA MERCHANDISE 6/10-PA MERCHANDISE 7/10-MB MERCHANDISE 7/10-TD MERCHANDISE 7/10-GO MERCHANDISE 6/10-PA MERCHANDISE CHECK TOTAL	94.00 91.95 80.66 80.01 48.08 44.76 21.99 8.79 7.52 477.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97839	8/11	EWALD CHEVROLET/BUICK/GEO	403-11-50903-579-000	2010 PICKUP #3091	29,775.50
			403-11-50903-579-000	TEMP INDICATOR SYST	865.00
			403-11-50903-934-560	TRADE FLEET #2632	500.00CR
				..... CHECK TOTAL	30,140.50
97840	8/11	ALL KOOL RADIATOR REPAIR	630-09-50101-393-000	7/10 SE #61 RADIATOR	935.00
97841	8/11	TIME WARNER CABLE	520-09-50301-233-000	8/10 TRANSIT-ROADRUN	139.95
			110-01-51102-233-000	8/10 AIRPORT-ROADRUN	139.95
			524-05-50101-219-000	08/10 GOLF COURSE	25.00
				..... CHECK TOTAL	304.90
97842	8/11	GRAMANN REPORTING, LIMITED	110-01-50301-219-000	09-CV-1596 TRANSCRPT	241.25
97843	8/11	GATEWAY TECH COLLEGE	245-09-50101-264-000	4/13-15 REG FEES	1,238.28
			245-09-50101-264-000	3/30-4/01 REG FEES	1,019.76
			110-02-52206-264-000	7/10-C DANIEL EXAM	160.00
			245-09-50101-264-000	5/04/10 REG FEES	113.12
				..... CHECK TOTAL	2,531.16
97844	8/11	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	7/10 MEDICAL SUPPLIE	145.78
97845	8/11	LEE PLUMBING, HEATING AND	414-11-50902-583-000	AIR COND./DUCT WORK	5,583.00
97846	8/11	WNOA, INC.	717-09-50101-264-000	8/25-27 GREEB BAT	600.00
97847	8/11	MIDWEST GRAPHICS SERVICES	420-11-50902-583-000	6/10 PARKING LOT	81.00
97848	8/11	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	3,630.60
			520-09-50201-347-000	MISC. BUS PARTS	569.29
				..... CHECK TOTAL	4,199.89
97849	8/11	RIMKUS, JASON	761-09-50101-111-000	8/01-15/10 SERVICES	1,787.18
			761-00-21514-000-000	8/01-15/10 SERVICES	25.91CR
			761-00-21599-000-000	8/01-15/10 SERVICES	89.35CR
			761-00-21512-000-000	8/01-15/10 SERVICES	98.70CR
			761-00-21511-000-000	8/01-15/10 SERVICES	110.81CR
			761-00-21513-000-000	8/01-15/10 SERVICES	187.00CR
			 CHECK TOTAL	1,275.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97850	8/11	PIRO, RALPH	761-09-50101-111-000	8/01-15/10 SERVICES	846.96
			761-00-21514-000-000	8/01-15/10 SERVICES	12.28CR
			761-00-21512-000-000	8/01-15/10 SERVICES	33.80CR
			761-00-21513-000-000	8/01-15/10 SERVICES	49.00CR
			761-00-21599-000-000	8/01-15/10 SERVICES	50.00CR
			761-00-21511-000-000	8/01-15/10 SERVICES	52.51CR
				..... CHECK TOTAL	649.37
97851	8/11	RED THE UNIFORM TAILOR	110-02-52103-367-000	7/10 POLICE UNIFORMS	207.80
			110-02-52103-367-000	7/10 POLICE UNIFORMS	179.90
			110-02-52103-367-000	6/10 POLICE UNIFORMS	165.80
			110-02-52206-367-000	7/10 FD UNIFORMS	141.90
			110-02-52206-367-000	7/10 FD UNIFORMS	132.45
			110-02-52103-367-000	7/10 POLICE UNIFORMS	129.90
			110-02-52103-367-000	7/10 POLICE UNIFORMS	126.85
			110-02-52103-367-000	7/10 POLICE UNIFORMS	89.90
			110-02-52103-367-000	7/10 POLICE UNIFORMS	87.90
			110-02-52103-367-000	7/10 POLICE UNIFORMS	84.90
			110-02-52103-367-000	7/10 POLICE UNIFORMS	64.95
				..... CHECK TOTAL	1,412.25
			97852	8/11	EASTON, GEORGE H	110-01-52001-219-000	SUB JUDGE 07/10	450.00
97853	8/11	AURORA MEDICAL GROUP	110-01-51303-216-000	6/10 SCREENS	554.00
			110-02-52103-219-000	6/10 SCREENS	348.00
				..... CHECK TOTAL	902.00
97854	8/11	TYRE & CHILDS CONSULTANTS	110-02-52103-219-000	7/21&28 EVALUATIONS	2,700.00
97855	8/11	TERCEK, MARILYN	110-00-46394-000-000	APPLIANCE STICKER	15.00
97856	8/11	DINAN, TIM	110-00-44601-000-000	CIGARETTE & TOBACCO	100.00
97857	8/11	DELAGARZA, SYLVIA	110-00-44507-000-000	CABARET LICENSE	275.00
97858	8/11	LUND, KAREN	110-00-46394-000-000	APPLIANCE STICKER	15.00
97859	8/11	PEARSON, ANDREA	110-00-21905-000-000	BEACHHOUSE 7/31/10	300.00
97860	8/11	FLINT'S INN, INC	110-00-44601-000-000	CIGARETTE & TOBACCO	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97861	8/11	DURAND, THOMAS & KATHLEEN	110-00-21106-000-000	2009 TAX 316 56 ST	33.00
97862	8/11	ASSOC OF 7TH DAY ADVENTIST	110-00-21106-000-000	2009 TAX 3217 ROOSVL	35.82
97863	8/11	WASHINGTON STREAM LLC	110-00-21106-000-000	2009 TAX 3842 45 AV	20.46
97864	8/11	PINNOLA, ALYCE L	110-00-21106-000-000	2009 TAX 4719 40 ST	1,552.15
97865	8/11	JANOTA, EDNA J	110-00-21106-000-000	2009 RE TAX OVERS	19.36
97866	8/11	KINDRED HEALTHCARE	110-00-21106-000-000	2009 TAX 3410/15 SHE	785.38
97867	8/11	DOUBLE D TWO INVESTMENTS	110-00-21106-000-000	2009 TAX 2616 30 AV	14.30
97868	8/11	STROTT, JOHN	110-00-21106-000-000	2009 TAX 9225 70 ST	1.08
97869	8/11	BERNADEN, JOHN	110-00-21106-000-000	2009 RE TAX OVERS	72.87
97870	8/11	STROUF, DEBORAH	110-00-21109-000-000	COURT PYMT 1198151	12.60
97871	8/11	GREEN, KIMBERLY	110-00-21905-000-000	BEACH HOUSE-7/29/10	300.00
97872	8/11	CHRISTIAN LIFE SCHOOL	110-00-21905-000-000	2010 BASEBALL SEASON	200.00
97873	8/11	ZIELSDORF, LESLIE	110-00-46394-000-000	APPLIANCE STICKER	15.00
97874	8/11	CHARNOTA, DEB	110-00-44109-000-000	BLOCK PARTY FEE	45.00
97875	8/11	DR MONTEMURRO, ANGELINA	110-00-45103-000-000	FINE PYMT V475833	50.00
			110-00-45104-000-000	FINE PYMT V475833	28.00
			110-00-21911-000-000	FINE PYMT V475833	13.00
			110-00-21901-000-000	FINE PYMT V475833	13.00
			110-00-21910-000-000	FINE PYMT V475833	10.00
				..... CHECK TOTAL	114.00
97876	8/11	FROH, THOMAS J	110-00-21904-000-000	CASH BOND 1052924	234.00
97877	8/11	KENOSHA FIRE DEPT ASSOC	110-00-46516-000-000	7/25/10 WASH POOL	330.00
			110-00-21905-000-000	7/25/10 WASH POOL	100.00
			 CHECK TOTAL	430.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97878	8/11	METRO MILWAUKEE FASTPITCH	110-00-47119-000-000	2010 TOURNAMENT	250.00
97879	8/11	HAWKE, ELLEN	110-00-47118-000-000	SOUTHPORT 8/3/10	25.00
97880	8/11	WHEELER, RONALD	110-00-21905-000-000	7/30/10 BEACHHOUSE	300.00
97881	8/11	HOWE, ROSA	110-00-21905-000-000	8/01/10 BEACHHOUSE	300.00
97882	8/11	ENGEN, MITCH	110-02-52601-261-000	7/10-269 MILES	134.50
			110-02-52601-226-000	6/10 CELLPHONE	14.68
				..... CHECK TOTAL	149.18
97883	8/11	BUCK, WAYDE B	521-09-50101-261-000	7/10-195 MILES	97.50
97884	8/11	DITZENBERGER, JEAN	110-01-51301-311-000	ADMIN SUPPLIES	27.75
97885	8/11	TORCIVIA, NICK	110-02-52601-261-000	7/10-463 MILES	231.50
97886	8/11	BLISE, PAULA	110-02-52601-261-000	7/10-563 MILES	281.50
97887	8/11	SALAS, DEBRA	110-01-51201-261-000	7/12-16/10 GREEN BAY	149.00
			110-01-51901-263-000	7/12-16/10 GREEN BAY	64.77
				..... CHECK TOTAL	213.77
97888	8/11	BAUMANN, RICHARD H.	110-02-52601-261-000	7/10-655 MILES	327.50
97889	8/11	SWARTZ, MARTHA E.	110-02-52601-261-000	7/10-326 MILES	163.00
97890	8/11	COVELLI, PAUL	110-01-50901-261-000	7/10-391 MILES	195.50
97891	8/11	DESCHLER, STEVEN H.	110-09-56405-166-000	7/13-8/09/10 PPD	1,128.00
97892	8/11	HILLESLAND, RICHARD	110-02-52601-261-000	7/10-772 MILES	386.00
97893	8/11	MIKOLAS, KEVIN	110-02-52601-261-000	7/10-587 MILES	293.50
97894	8/11	WILKE, BRIAN	110-01-51701-261-000	7/10 MILEAGE	52.00
97895	8/11	SCHMIDT, BARBARA	520-09-50106-311-000	RENEWAL OF CDL	74.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97896	8/11	CHIAPPETTA, LOUIS	110-02-52601-261-000	7/10-262 MILES	131.00
97897	8/11	WASHINGTON, AL	110-01-50901-261-000	7/10-236 MILES	118.00
97898	8/11	CRUEY, EDWARD	110-01-50901-261-000	7/10-266 MILES	133.00
97899	8/11	SHERWOOD, ERIC	520-09-50101-367-000	2010 UNIFORM ALLOW	129.71
97900	8/11	HEIRING, JAMES	110-02-52102-367-000	2010 CLOTHING ALLOW	400.00
97901	8/11	DUMKE, JOHN E.	110-02-52601-261-000	7/10-342 MILES	171.00
97902	8/11	SANCHEZ, MARGARITO	110-02-52601-261-000	7/10-279 MILES	139.50
97903	8/11	SCHUPPE, JAMES	206-02-52205-263-000	7/20-23-BLOOMINGTON	100.00
97904	8/11	CLARK, KAREN	520-09-50101-367-000	2010 UNIFORM ALLOW	16.88
97905	8/11	DODGE, HAROLD	110-02-52601-261-000	7/10-694 MILES	347.00
97906	8/11	VOGT, BRIAN J	110-01-51303-144-000	SPRING 2010 TUITION	117.20
97907	8/11	NICHOLS, DUSTY	110-02-52107-263-000	6/30-7/01 WAUNAKEE	37.00
97908	8/13	BINDELLI BROTHERS, INC	110-09-56501-259-569	7/10 6719 17 AVE	90.12
			110-09-56501-259-569	7/10 625 57 ST	78.00
				..... CHECK TOTAL	168.12
97909	8/13	RNOW, INC.	630-09-50101-393-000	6/10-PARTS/MATERIALS	491.05
			630-09-50101-393-000	6/10-SE PARTS/MATERI	363.53
				..... CHECK TOTAL	854.58
97910	8/13	BIO-AQUATIC SERVICES, LLC	110-05-55109-219-000	AQUATIC WEED CONTROL	3,290.00
97911	8/13	GENERAL COMMUNICATIONS, INC.	630-09-50101-393-000	7/10-SE MISC. ITEMS	123.00
97912	8/13	ICMA RETIREMENT TRUST	110-00-21572-000-000	8/01-15/10 CONTRIBS	55,048.92
97913	8/13	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	7/10-TD ELECTRICAL S	204.00
			110-05-55111-235-000	7/10-PW ELECTRICAL S	56.43
			110-03-53109-375-000	8/10-ST ELECTRICAL S	7.98
			110-03-53109-375-000	8/10-ST ELECTRICAL S	7.56
			 CHECK TOTAL	275.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97914	8/13	WIS DEPT OF REVENUE	110-09-56507-259-999	7/10 SALES TAX	7,309.07
97915	8/13	KEN-CRETE PRODUCTS CO., INC.	110-05-55109-355-000	7/10-MATERIALS	437.50
97916	8/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	8/13/10 CITY SAL	48,464.02
			110-00-21562-000-000	8/13/10 CITY HRLY	15,473.42
			110-00-21562-000-000	8/13/10 LIBRARY SAL	8,242.00
			110-00-21562-000-000	8/13/10 WATER SAL	7,477.50
			110-00-21562-000-000	8/13/10 WATER HRLY	4,279.10
			110-00-21562-000-000	8/13/10 MUSEUM HRLY	185.00
				..... CHECK TOTAL	84,121.04
97917	8/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	8/13/10 CITY SAL	1,550.43
			110-00-21541-000-000	8/13/10 LIBRARY SAL	332.00
			110-00-21541-000-000	8/13/10 WATER SAL	63.83
				..... CHECK TOTAL	1,946.26
97918	8/13	LABOR PAPER, THE	110-09-56501-259-000	RAZE 1607 50TH ST	26.88
			110-01-50101-321-000	RAIL TRANSLOADERS	11.50
				..... CHECK TOTAL	38.38
97919	8/13	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	5/25/10 F TESSIEN	2,866.07
			110-09-56405-161-000	6/24/10 A LOPEZ	733.56
			110-09-56405-161-000	7/8/10 P BRIETCHAFT	581.86
			110-09-56405-161-000	7/10 10 A JURGENS	7.50
				..... CHECK TOTAL	4,188.99
97920	8/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	8/13/10 SAL DEDUCT	96,584.00
97921	8/13	LEAGUE OF WISCONSIN	110-01-50901-264-000	INSTITUTE-9/14-17/10	540.00
97922	8/13	MONARCH PLASTICS	110-00-21106-000-000	2009 RE TAX OVERPAY	3.00
97923	8/13	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	09/10 PREMIUM	13,490.84
			110-09-56304-156-000	09/10 PREMIUM	6,803.28
			110-00-15601-000-000	09/10 PREMIUM	1,546.55
			110-00-15201-000-000	09/10 PREMIUM	1,204.78
			520-09-50101-156-000	09/10 PREMIUM	669.80
			110-00-15202-000-000	09/10 PREMIUM	410.77
			631-09-50101-156-000	09/10 PREMIUM	277.68
			632-09-50101-156-000	09/10 PREMIUM	195.54
			110-00-14401-000-000	09/10 PREMIUM	126.58
			520-09-50201-156-000	09/10 PREMIUM	83.92
			521-09-50101-156-000	09/10 PREMIUM	74.80
			520-09-50301-156-000	09/10 PREMIUM	43.67
			520-09-50105-156-000	09/10 PREMIUM	37.21
			501-09-50102-156-000	09/10 PREMIUM	28.92
			630-09-50101-156-000	09/10 PREMIUM	23.92
			520-09-50403-156-000	09/10 PREMIUM	15.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50103-156-000	09/10 PREMIUM	4.28
			501-09-50105-156-000	09/10 PREMIUM	3.18
			520-09-50401-156-000	09/10 PREMIUM	2.30
				..... CHECK TOTAL	25,043.20
97924	8/13	RODE'S CAMERA	521-09-50101-344-000	7/10 AR SUPPLIES/PRO	26.95
97925	8/13	SHOPKO DEPT. STORE	524-05-50101-353-000	7/10 GO MERCHANDISE	50.59
97926	8/13	SIMPLEX GRINNELL	521-09-50101-246-000	MONITORING SERVICES	526.00
97927	8/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	8/13/10 H TOLBERT	220.18
97928	8/13	FEDERAL RESERVE BANK OF	110-00-21561-000-000	8/10 SAVINGS BONDS	450.00
97929	8/13	REINDERS INC.	110-05-55109-344-000	6/10-PA PARTS/SERVIC	103.06
			110-05-55109-344-000	6/10-PA PARTS/SERVIC	83.30
			110-05-55109-344-000	6/10-PA PARTS/SERVIC	81.53
			110-05-55109-344-000	6/10-PA PARTS/SERVIC	80.29
			110-05-55109-344-000	6/10-PA PARTS/SERVIC	65.50
			524-05-50101-344-000	6/10-GO PARTS/SERVIC	49.39
			110-05-55109-344-000	6/10-PA PARTS/SERVIC	49.39
			110-05-55109-344-000	7/10-PA RETURN PARTS	21.53CR
				..... CHECK TOTAL	490.93
97930	8/13	KENOSHA WATER UTILITY	420-11-50703-589-000	5-6/10 STORMWATER	40.20
			257-06-50451-259-000	#5147769 STORMWATER	9.26
				..... CHECK TOTAL	49.46
97931	8/13	WIS FUEL & HEATING INC	501-09-50105-341-000	7/10 ST LUBRICANTS/O	375.00
			630-09-50101-393-000	7/10 CE LUBRICANTS/O	122.30
				..... CHECK TOTAL	497.30
97932	8/13	BECKER AWNING	110-02-52206-367-000	7/10 REPAIRS	70.00
97933	8/13	INLAND DETROIT DIESEL	520-09-50201-347-000	7/10-TD PARTS & MATE	529.69
			520-09-50201-347-000	8/10-TD PARTS & MATE	403.06
			630-09-50101-393-000	7/10-PARTS & MATERIA	328.36
			520-09-50201-347-000	8/10-TD PARTS & MATE	243.89
			520-09-50201-347-000	8/10-TD PARTS & MATE	80.11
			520-09-50201-347-000	8/10-TD PARTS & MATE	70.64
				..... CHECK TOTAL	1,655.75

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97934	8/13	CHIEF CORPORATION	110-02-52103-365-000	BATON	332.95
			110-02-52103-365-000	7313 HOLDER BATON	94.36
			110-02-52103-365-000	DRUG TEST	37.38
				..... CHECK TOTAL	464.69
97935	8/13	KENOSHA AREA CHAMBER	761-09-50101-311-000	MAILING LABELS	50.00
97936	8/13	CHASE BANK KENOSHA	110-00-21513-000-000	8/13/10 DEDUCTIONS	220,330.59
			110-00-21511-000-000	8/13/10 DEDUCTIONS	83,944.46
			110-00-21612-000-000	8/13/10 DEDUCTIONS	83,943.70
			110-00-21614-000-000	8/13/10 DEDUCTIONS	24,824.24
			110-00-21514-000-000	8/13/10 DEDUCTIONS	24,824.20
				..... CHECK TOTAL	437,867.19
97937	8/13	FEDEX	110-01-51306-312-000	7/21/10 APPEALS CRT	19.86
			110-01-51306-312-000	7/23/10 WIS COMMERCE	19.86
				..... CHECK TOTAL	39.72
97938	8/13	PAT'S SERVICES, INC.	110-05-55109-219-000	7/10 FISH CLEANING	295.00
			524-05-50101-282-000	6/24-7/21 GOLF CRS	98.00
			110-05-55108-282-000	6/24-7/21 SOUTHPORT	98.00
			110-05-55108-282-000	6/24-7/21 ALFORD	98.00
			110-05-55108-282-000	6/24-7/21 HOBBS	49.00
				..... CHECK TOTAL	638.00
97939	8/13	DEPARTMENT OF CORRECTIONS	110-00-21581-000-000	8/13/10 D FAFFORD	30.00
97940	8/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	8/13/10 SAL DEDUCT	749.00
97941	8/13	SCHELBLE & HEMMER, S.C.	110-00-21581-000-000	8/13/10 B GARRETT	121.73
97942	8/13	CONCRETE SPECIALTIES CO.	403-11-51002-588-000	7/10-RESURFACING-PH.	1,190.00
			403-11-51002-588-000	7/10-RESURFACING-PH.	620.00
			403-11-51002-588-000	7/10-RESURFACING-PH.	372.50
			403-11-51002-588-000	7/10-RESURFACING-PH.	347.50
			403-11-51002-588-000	7/10-RESURFACING-PH.	347.50
			403-11-51002-588-000	7/10-RESURFACING-PH.	272.50
			403-11-51002-588-000	7/10-RESURFACING-PH.	272.50
				..... CHECK TOTAL	3,422.50

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97943	8/13	INTERNAL REVENUE SERVICE	110-00-21581-000-000	8/13/10 G GONZALES	50.00
97944	8/13	TALLEY, ANDY	222-09-50101-259-909	PIKE RENDEZVOUS	250.00
97945	8/13	AECOM TECHNICAL SERVICES INC	420-11-50804-219-000	3/10 ENVIRONMENTAL	5,981.17
			420-11-50804-219-000	5/10 ENVIRONMENTAL	3,594.75
			420-11-50804-219-000	4/10 ENVIRONMENTAL	1,045.92
				..... CHECK TOTAL	10,621.84
97946	8/13	MANDLIK & RHODES INFORMATION	501-09-50102-219-000	8/10 MONTHLY ADMIN F	350.00
			501-09-50102-219-000	7/10 COUPON REDMPTN	182.00
			501-09-50102-219-000	7/10 COUPON REDMPTN	136.00
			501-09-50102-219-000	7/10 COUPON REDMPTN	14.00
			501-09-50102-219-000	7/10 RETAIL INCENTV	5.44
			501-09-50102-219-000	7/10 PER CHECK FEE F	3.00
			501-09-50102-219-000	7/10 POSTAGE FEE	2.64
			501-09-50102-219-000	7/10 PER CHECK FEE F	2.00
			501-09-50102-219-000	7/10 POSTAGE FEE	1.76
			501-09-50102-219-000	7/10 RETAIL INCENTV	.84
			501-09-50102-219-000	7/10 POSTAGE	.61
			501-09-50102-219-000	7/10 POSTAGE	.56
			501-09-50102-219-000	7/10 PER CHECK FEE F	.50
			501-09-50102-219-000	7/10 POSTAGE FEE	.44
			501-09-50102-219-000	7/10 POSTAGE	.30
				..... CHECK TOTAL	700.09
97947	8/13	MISDU	110-00-21581-000-000	8/13/10 J JANDRON	33.78
97948	8/13	JAMES IMAGING SYSTEMS, INC.	110-02-52101-232-000	8/10 PD-SERVICE AGRE	181.44
			110-01-50101-232-000	7/10 19,470 BLK COPI	155.76
			110-02-52103-232-000	8/10 PD-SERVICE AGRE	108.00
			501-09-50101-232-000	8/10 PW-COLOR MAINT	85.00
			110-02-52601-232-000	8/10 DH-MAINT. AGREE	74.52
			501-09-50101-232-000	7/10 PW-2,117 COLOR	72.61
			110-01-51303-232-000	8/10 HR-SERVICE AGR	66.96
			110-01-51301-232-000	8/10 AD-SERVICE AGRE	66.96
			631-09-50101-232-000	8/10 PW-COLOR MAINT	50.00
			110-03-53101-232-000	8/10 PW-COPIER SERVI	50.00
			110-01-50101-232-000	7/10 614 COLOR COPIE	39.91
			521-09-50101-232-000	8/10 AR-SERVICE AGRE	37.80
			520-09-50301-232-000	8/10 TD-SERVICE AGRE	34.67
			110-01-52001-232-000	8/10 MC COPIER MAINT	33.48
			110-01-50301-232-000	8/10 LE-COPIER MAINT	33.48
			501-09-50105-232-000	8/10 ST-COPIER SERVI	13.50
			110-03-53103-232-000	8/10 ST-COPIER SERVI	13.50
			110-01-50301-232-000	7/10 LE-6,474 OVERS	9.86
			501-09-50101-232-000	7/10 PW 15,037 BLK	.30
				..... CHECK TOTAL	1,127.75

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97949	8/13	RUEKERT & MIELKE, INC.	409-11-51004-589-000	39TH AVE CONST INSP	12,330.43
			409-11-51010-589-000	27TH ST CONST INSP	5,537.57
			409-11-51004-589-000	39TH AVE CONST INSP	4,834.33
			409-11-51010-589-000	27TH ST CONST INSP	891.25
				..... CHECK TOTAL	23,593.58
97950	8/13	WARD, JEFF	222-09-50101-259-000	POERIO FOLK FESTIVAL	300.00
97951	8/13	BILL VANOFFEREN	222-09-50101-259-000	POERIO FOLK FESTIVAL	250.00
97952	8/13	TAYLOR, MACYN	222-09-50101-259-000	POERIO FOLK FESTIVAL	75.00
97953	8/13	BERRYMAN, LOU	222-09-50101-259-000	POERIO FOLK FESTIVAL	600.00
97954	8/13	GARLIC MUSTARD PICKERS	222-09-50101-259-000	POERIO FOLK FESTIVAL	700.00
97955	8/13	NICHOLSON, SUSAN	222-09-50101-259-000	POERIO FOLK FESTIVAL	600.00
97956	8/13	PEIK, JONATHAN	222-09-50101-259-000	POERIO FOLK FESTIVAL	1,000.00
97957	8/13	PLAISTED, JILL	222-09-50101-259-000	POERIO FOLK FESTIVAL	100.00
97958	8/13	SEEGER, ROSE	222-09-50101-259-000	POERIO FOLK FESTIVAL	500.00
97959	8/13	SIPOS, CHRIS	222-09-50101-259-000	POERIO FOLK FESTIVAL	200.00
97960	8/13	SONS OF THE NEVER WRONG	222-09-50101-259-000	POERIO FOLK FESTIVAL	600.00
97961	8/13	SPITZER, KERRY	222-09-50101-259-000	POERIO FOLK FESTIVAL	50.00
97962	8/13	CLERK OF CIRCUIT COURT	110-01-50301-219-000	JDGMENT 09CT001284	1.25
97963	8/13	PSQW	206-02-52205-264-000	J. POLTROCK 9/22-24	125.00
97964	8/13	FRONTIER	110-02-52203-225-000	7/22-8/21/10 FIRE	46.51
97965	8/13	SMALL POTATOES	222-09-50101-259-000	POERIO FOLK FESTIVAL	600.00
97966	8/13	CUMMINS NPOWER, LLC	520-09-50201-347-000	7/10 TD PARTS/SERVIC	79.28
			520-09-50201-347-000	7/10 TD PARTS/SERVIC	37.82CR
				..... CHECK TOTAL	41.46

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97967	8/13	KAR PRODUCTS	520-09-50201-347-000	7/10-TD SHOP SUPPLIE	138.45
			520-09-50201-347-000	7/10-TD SHOP SUPPLIE	89.21
				..... CHECK TOTAL	227.66
97968	8/13	JENSEN TOWING	110-02-52103-219-000	7/10-#10-103454 TOWI	45.00
			110-02-52103-219-000	7/10-#10-103454 TOWI	45.00
			110-02-52103-219-000	6/10-#10-087343 TOWI	45.00
				..... CHECK TOTAL	135.00
97969	8/13	CHULA VISTA RESORT	110-01-50901-263-000	A WASHINGTON-9/15/10	198.00
			110-01-50901-263-000	P KRYSOWIAK-9/14/10	198.00
			110-01-50901-263-000	M HIGGINS-9/15/10	198.00
				..... CHECK TOTAL	594.00
97970	8/13	WIS PARK & RECREATION ASSN.	110-05-55101-264-000	M DURKEE-11/3-5/10	300.00
97971	8/13	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000	7/10-P.M. PROGRAM	2,472.00
97972	8/13	KENOSHA COUNTY TREASURER	110-00-21109-000-000	2009 TAX-6043 57 AV	313.34
97973	8/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	8/13/10 B MIFFLIN	419.00
			110-00-21581-000-000	8/13/10 H DARBY III	283.00
				..... CHECK TOTAL	702.00
97974	8/13	WAHPC	110-01-51701-323-000	2010 MEMBERSHIP DUES	40.00
97975	8/13	MENARDS (KENOSHA)	110-05-55109-361-000	7/10 PA MERCHANDISE	64.97
			110-01-50602-389-000	7/10 KKB MERCHANDISE	60.26
			110-05-55109-344-000	7/10 PA MERCHANDISE	42.84
			520-09-50401-246-000	7/10 TD MERCHANDISE	41.24
			501-09-50105-355-000	7/10 ST MERCHANDISE	37.08
			632-09-50101-246-000	7/10 SE MERCHANDISE	30.87
			205-03-53119-389-000	7/10 ST MERCHANDISE	27.93
			520-09-50202-249-000	7/10 TD MERCHANDISE	23.76
			110-05-55109-357-000	7/10 PW MERCHANDISE	22.14
			110-05-55109-361-000	7/10 PA MERCHANDISE	19.75
			521-09-50101-385-000	7/10 AR MERCHANDISE	17.98
			110-03-53110-389-000	7/10 ST MERCHANDISE	10.82
			521-09-50101-344-000	7/10 AR MERCHANDISE	5.49
				..... CHECK TOTAL	405.13

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97976	8/13	WIS SCTF	110-00-21581-000-000	8/13/10 SAL DEDUCT	6,717.20
			110-00-21581-000-000	8/13/10 HRLY DEDUCT	1,535.47
				..... CHECK TOTAL	8,252.67
97977	8/13	WIS SCTF	110-00-21581-000-000	8/13/10 ANNUAL R&D	130.00
97978	8/13	WIS SCTF	110-00-21581-000-000	8/13/10 ANNUAL R&D	250.62
97979	8/13	ALL KOOL RADIATOR REPAIR	520-09-50201-344-000	4/10 TD-RADIATOR SRV	1,493.00
97980	8/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	8/13/10 M RIVERA	278.00
			110-00-21581-000-000	8/13/10 J PETRILLO	139.82
				..... CHECK TOTAL	417.82
97981	8/13	ARAMARK	110-01-51801-246-000	7/10 MB CLEAN ENTRAN	98.28
			520-09-50202-246-000	7/10 TD ENTRANCE MAT	41.64
			110-03-53116-246-000	7/10 WA ENTRANCE MAT	37.76
			110-05-55109-246-000	7/10 PA ENTRANCE MAT	15.12
			632-09-50101-246-000	7/10 SE ENTRANCE MAT	15.10
				..... CHECK TOTAL	207.90
97982	8/13	BERGAMOT	110-05-55108-219-000	TOOLING MODIFICATION	119.08
97983	8/13	PARCEL & BUSINESS SOLUTIONS	520-09-50106-311-000	6/10-UPS SERVICES	74.20
			521-09-50101-344-000	6/10-UPS SERVICES	72.85
			110-01-51306-312-000	6/10-UPS SERVICES	37.45
			520-09-50201-347-000	6/10-UPS SERVICES	8.59
				..... CHECK TOTAL	193.09
97984	8/13	COSTIGAN SOUND	222-09-50101-259-000	POERIO FOLK FESTIVAL	200.00
97985	8/13	GATEWAY TECH COLLEGE	206-02-52205-219-000	SPRING 2010 CONT ED	1,893.60
			206-02-52205-219-000	FALL 2009 CONT ED	736.40
				..... CHECK TOTAL	2,630.00
97986	8/13	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	7/10 MEDICAL SUPPLIE	540.74
97987	8/13	GILLIG CORPORATION	520-09-50201-347-000	7/10-BUS PARTS	654.69
			520-09-50201-347-000	7/10-BUS PARTS	286.60
			520-09-50201-347-000	7/10-BUS PARTS	220.90
			520-09-50201-347-000	7/10-BUS PARTS	81.00
				..... CHECK TOTAL	1,243.19

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
97988	8/13	LAKESHORE BID DISTRICT	110-00-21815-000-000	3RD 2010 ASSESSMENT	18,332.94
97989	8/13	GESTRA ENGINEERING INC	409-11-50906-589-000	7/10 CONST ENG/TESTI	2,320.10
97990	8/13	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBRK CLEAN WTR	99.86
			110-09-56519-259-000	80TH ST-CLEAN WATER	61.68
				..... CHECK TOTAL	161.54
97991	8/13	RIMKUS, JASON	761-09-50101-155-000	7/10 WPS HEALTH INS	234.36
97992	8/13	IAFF/NATIONWIDE	110-00-21574-000-000	8/01-15/10 CONTRIBS	20,029.83
97993	8/13	J D BENEFITS, INC	110-00-21517-000-000	8/15/10 DEDUCTS	4,392.84
97994	8/13	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	8/01-15/10 CONTRIBS	12,528.75
97995	8/13	BALL HORTICULTURE CO	110-05-55103-353-000	5/10 FLOWERS, PLANTS	698.25
			110-05-55103-353-000	4/10 FLOWERS, PLANTS	286.84
			110-05-55103-353-000	5/10 FLOWERS, PLANTS	77.16
			110-05-55103-353-000	7/10 FLOWERS, PLANTS	60.45
				..... CHECK TOTAL	1,122.70
97996	8/13	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	2/6/10 M LAUDONIO	272.14
			110-09-56405-161-000	2/6/10 M LAUDONIO	202.18
			110-09-56405-161-000	2/6/10 M LAUDONIO	202.18
				..... CHECK TOTAL	676.50
97997	8/13	IOD INCORPORATED	110-02-52102-219-000	6/10 MEDICAL RECORDS	35.29
97998	8/13	WHEATON FRANCISCAN MED GROUP	110-09-56405-161-000	6/24/10 A LOPEZ	67.76
97999	8/13	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	5/25/10 F TESSIEN	39.10
98000	8/13	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/10 10 S MORTON	221.85
			110-09-56405-161-000	7/10/10 A JURGENS	221.85
				..... CHECK TOTAL	443.70
98001	8/13	UNITED OCC MEDICINE	110-09-56405-161-000	5/25/10 F TESSIEN	130.05
98002	8/13	AURORA HEALTH CARE	110-09-56405-161-000	6/15/10 I RAMADANI	127.60
			110-09-56405-161-000	10/27/09 S DESCHLER	127.60
				..... CHECK TOTAL	255.20

START DATE FOR SUMMARY: 8/01 END DATE FOR SUMMARY: 8/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
98003	8/13	EXTREME SOUNDS AND LIGHT	222-09-50101-259-000	POERIO FOLK FESTIVAL	600.00
98004	8/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	8/13/10 D LARSON	168.96
98005	8/13	RUFFOLO, MICHAEL	110-00-21581-000-000	8/13/10 H TOLBERT	220.14
98006	8/13	PORTZEN, ALLEN E	110-00-44709-000-000	BARTENDER LICENSE	50.00
98007	8/13	DUBOIS, MARK	110-00-21109-000-000	COURT PMT#V566321	37.80
98008	8/13	FETINGIS, RICHARD	110-00-21106-000-000	2009 TAX-3505 25 ST	1.60
98009	8/13	TCF BANK	110-00-21106-000-000	2009TAX-9423 62 PL	87.18
98010	8/13	SIMONS, JANET	110-00-21106-000-000	2009 TAX-8204 22 AVE	1,181.28
98011	8/13	KPPA	110-00-21905-000-000	ANDERSON POOL-7/25	100.00
98012	8/13	GIANNAKOUDIS, DEMITRIOS	611-00-21531-000-000	7/10 HEALTH PREMIUM	34.59
98013	8/13	NEUENS, TIMOTHY	611-00-21531-000-000	7/10 HEALTH PREMIUM	90.92
GRAND TOTAL FOR PERIOD *****					3,292,051.68

DEPARTMENT OF CITY DEVELOPMENT
625 - 52ND STREET - ROOM 308
KENOSHA, WISCONSIN 53140
(262) 653-4030
FAX (262) 653-4045
www.kenosha.org



CITY PLAN
REAL ESTATE
HISTORIC PRESERVATION
COMMUNITY DEVELOPMENT BLOCK GRANT
REDEVELOPMENT

JEFFREY B. LABAHN
Director of City Development

MEMO

TO: Members of Finance Committee
Members of Common Council

FROM: Anthony Geliche, Community Development Specialist *AS*

DATE: August 31, 2010

SUBJECT: Request from Kenosha Achievement Center for an Extension to their 2009 CDBG Subgrantee Agreement

The Kenosha Achievement Center is requesting an extension to their 2009 CDBG Subgrantee Agreement. The original Agreement was for the period September 1, 2009 to August 31, 2010.

They would like to request an extension to the agreement to December 31, 2010.

Original Agreement Amount	\$20,769.00
Amount expended to date	<u>\$ 0.00</u>
Current Balance	\$20,769.00

A letter from the Kenosha Achievement Center is attached.

AG:sks
Attachment



KENOSHA ACHIEVEMENT CENTER, INC.

1218 79th Street · Kenosha, WI 53143-6199 · 262.658.9500 · www.thekac.com

Enabling People with Disabilities to Achieve a Way of Life that Includes Work and Community Integration

August 12, 2010

Mr. Anthony Geliche
Kenosha Department of City Development
625 – 52nd Street, Room 308
Kenosha, WI 53140

RE: 2009 Community Development Block Grant funding

Dear Mr. Geliche,

In 2009 the Kenosha Achievement Center was awarded \$20,769 for an ADA entrance ramp to its 1218 – 79th Street building. Due to timing restrictions in 2009, these funds were requested to remain open through August 31, 2010. In 2010 KAC requested additional assistance toward the ADA entrance ramp in the Community Block Grant process. Approval was received at the end of July. Upon this action, the Kenosha Achievement Center sent requests for quotes to five potential contractors. These are due August 13th and a completion date was requested of no later than October 31, 2010. Due to the grant approval timing process, KAC requests that the 2009 grant extension continue through the end of the calendar year, December 31, 2010. We are confident that the project will be completed within the requested funding cycle.

Sincerely Yours,

Paula Williams
Chief Executive Officer

Cc: Maureen Budowle/KAC Development Director



*Accredited By: CARF The Commission on Accreditation of Rehabilitation Facilities. KAC is an ISO 9001:2000 organization.
Certified by the U.S. Department of Labor as a Community Rehabilitation Program and licensed by the Wisconsin Department of Workforce Development as a Rehabilitation Facility.

Kenosha Achievement Center, Inc. is a 501(c)(3) charitable organization under the Internal Revenue Code, thereby qualifying for maximum tax deductibility.
A financial statement is available upon request.

COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN

THE CITY OF KENOSHA
AND
KENOSHA ACHIEVEMENT CENTER
(Accessible Landing and Ramp)

EXTENSION FOR USE OF FUNDS
(2009 Funding Year)

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

WHEREAS, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 9th day of September 2009, Item #K1f, and

WHEREAS, the parties hereto desire to amend said agreement.

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

- I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through December 31, 2010.

- IV. TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event, all of the services required hereunder shall be completed no later than December 31, 2010, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on September 9, 2009, Item K1f, shall remain as approved.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____

BY: _____

Countersigned:

BY: _____

BY: _____

DATE: _____

DATE: _____

Confidential: Attorney/Client Privilege

RE: *Deborah Wilmot, et al. v. City of Kenosha*
Kenosha County Case No. 09-CV-1174
D/A: July 4, 2008

Mr. and Mrs. Wilmot are a couple in their late 50's, who have lived at 5702 – 34th Avenue for over 30 years. Mrs. Wilmot is a registered nurse at St. Catherine's Hospital; Mr. Wilmot is retired. On the morning of July 4, 2008, the Wilmots rode their bicycles from their home to the lakefront, stopped at a friend's store on 6th Avenue, and then headed home, going west on 60th Street. At 13th Avenue, they turned north, to avoid the traffic and parade preparations on 60th Street. They rode north on 13th Avenue, to the intersection of 13th Avenue and 57th Street, and then turned left, to go west, under the railroad overpass. It was, by then, approximately 11:30 a.m.

As she was going under the railroad overpass, Mrs. Wilmot hit a pothole, and fell to the pavement, landing awkwardly, and fracturing her hip. At her deposition, Mrs. Wilmot denied having been distracted, or having looked to the side and attributed her inability to avoid the pothole to the fact that it was a very sunny day (weather reports confirm this). According to the Wilmots, the pothole was camouflaged by the shadows, under the railroad overpass.

The Wilmots' son took photos of the offending pothole later that day, copies of which are attached. The City subsequently filled the holes.

Mrs. Wilmot incurred over \$42,424.50 in medical bills (her hip required surgical repair with rods and other hardware), and she is claiming lost income of over \$21,000. She has made a relatively complete recovery, but has some residual discomfort.

Mr. and Mrs. Wilmot sued the City claiming the City had breached its duty to maintain its streets in a reasonably safe condition. Mrs. Wilmot is seeking damages for her pain and suffering, her medical bills and her lost income. Mr. Wilmot is seeking damages for "loss of consortium," meaning the impact his wife's physical injuries had had on him.

Under Wisconsin law, every municipality has a statutory duty to exercise ordinary care to maintain and repair its streets so they are reasonably safe for public travel. If someone is hurt because the City has breached this duty, the statute provides that the City can be liable for the injured person's damages.

Claims against the City are subject to the State's comparative negligence laws, which provides for a reduction of an injured person's damages in a percent equal to the injured person's percent of contributory negligence. For example, if fault for an accident is apportioned 75% to the

City and 25% to the plaintiff, the plaintiff's recoverable damages would be reduced by 25%. If the plaintiff is more than 50% at fault for his or her accident, he or she collects nothing. In addition, the most any one plaintiff can recover from the City for an accident attributable to a street defect is \$50,000.

Mr. and Mrs. Wilmot are willing to accept a total of \$30,000 for their claims, \$27,500 of which would be allocated to Mrs. Wilmot, and \$2,500 of which would be allocated to Mr. Wilmot. They would also agree to indemnify the City and hold it harmless against any claims by Mrs. Wilmot's health insurer, for reimbursement of medical bills it paid. Although I don't know the details, the Wilmots' attorney tells me that she has already reached a deal with the health insurer to split the \$30,000, if the City approves the settlement.

I am recommending this settlement. While it is certainly possible that a jury would find Mrs. Wilmot more at fault for failing to avoid the pothole than the City was for failing to fill it, I think it is more likely that the City would be found at least as much at fault as Mrs. Wilmot.

Moreover, Mrs. Wilmot's damages are significant. I would think it likely that a jury would assess her pain and suffering at between \$25,000 and \$30,000. With medical bills in excess of \$42,000, and claimed loss of income of \$21,000 (I think the actual figure is lower), the total damages should be at least \$75,000 to \$80,000. Even if fault were apportioned 50/50, the City would have to pay between \$37,500 and \$40,000. Mr. Wilmot's claim is worth considerably less, but unless the jury found Mrs. Wilmot more at fault than the "pothole", I would envision an adverse verdict of at least \$40,000. In addition, the City would continue to incur attorney fees if the case continues on to trial.

Malik Moye vs. The City of Kenosha

FACTS

On July 18, 2009 Officer Zeller was in a marked squad car operating westbound in the 2100 block of 57th Street. He was on a bicycle safety assignment. While at the stop sign he was observing a bicyclist in his rear view mirror. After checking traffic in both directions he proceeded to turn right onto northbound 22nd Avenue. Moye, a 12 year old boy was riding his bike in the crosswalk. He believed Officer Zeller saw him and would wait for him. Officer Zeller struck Moye's bike, pinning it beneath the squad. There was no apparent damage to the squad or the bike.

LIABILITY

This appears to be a case where there is contributory negligence on the part of Moye. The reality, however, is that a jury would likely assess little liability to a 12 year old, especially as compared to a city police officer.

INJURIES

Moye was diagnosed by the emergency room physician with left lower leg pain. In addition to the pain, swelling was noted to the middle area of his lower leg. A splint was applied and he was released. Moye followed with two (2) doctor visits which included additional x-rays. At his last visit on July 28th there was no swelling to his lower left extremity. There is a reference to his having mild pain though he was able to run and walk. Further, the entry indicates that Moye had recovered from his left leg injury. Moye's attorney alleged medical expenses of \$3,724.05.

SETTLEMENT

Moye's counsel is willing to resolve the matter for \$4,200.00. That sum includes any subrogated claims. In addition, the City Attorney's office recommends paying the filing fee for a petition to approve the minor's compromise. The filing fee is \$164.50.