

Agenda
Finance Committee
625 52nd Street, Room 204
Monday, October 3, 2016
6:00 PM

Chairperson Daniel Prozanski Jr.
Aldersperson Patrick Juliana
Aldersperson Dave Paff

Vice-Chairperson Curt Wilson
Aldersperson Anthony Kennedy
Aldersperson Scott N. Gordon

Call to Order
Roll Call
Citizens' Comments

1. Approval of the minutes of the meeting held September 19, 2016. **Pg. 1**
2. Proposed Ordinance by the Mayor - To Repeal and Recreate Subparagraph 1.01 D.1.q. (of the Code of General Ordinances) regarding the Seventeenth Aldermanic District for the purpose of Adding Ward 93. **Pgs. 2-4**
3. Proposed Resolution by the Finance Committee – Resolution to Correct Resolution 93-16 (Project 13-1016 2013 Resurfacing Phase III). (District 1) (Also referred to PW) **Pg. 5**
4. Proposed Resolutions by the Finance Committee – Resolutions to Levy Special Charges (Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk):
 - a. Grass and Weeds - \$11,014.45
 - b. Erosion Control Reinspection Fees - \$642.00
 - c. Trash and Debris Removal - \$554.80
 - d. Unpaid Permit Fees - \$920.00
 - e. Zoning/Building Reinspection Fees - \$1,068.00 **Pgs. 6-22**
5. Proposed Resolution by the Finance Committee - Resolution to Correct Resolution No.100-16 (Approved by Common Council on August 15, 2016) by Rescinding a Special Charge in the Amount of \$170.00 Trash and Debris Removal for 6626 19th Avenue (Parcel #05-123-06-259-020) (Petitioner: CDI Staff). (District 8) **Pgs. 23-27**
6. Proposed Resolution by the Mayor - Resolution To Amend the 2015-2019 Consolidated Plan for the Community Development Block Grant and HOME Programs (Public Hearing on the Community Development Needs and Objectives). (CDBG - Ayes 5, Noes 0; CP - Ayes 8, Noes 0) **Pgs. 28-37**
7. Proposed Resolution by the Mayor - Resolution To Approve the Proposed HUD Section 108 Loan Guarantee Application in the amount of \$4,713,935. (CDBG - Ayes 5, Noes 1; CP - Ayes 8, Noes 0) **Pgs. 38-52**
8. Assignment of Kenosha Parking Lot Lease Agreement (5125 - 6th Avenue - Best Western Hotel). (District 2) (Also referred to PW) **Pgs. 53-118**

9. 2017 Community Development Block Grant Fund Allocation Plan. (CDBG - Ayes 5, Noes 0; CP - Ayes 8, Noes 0) **Pgs. 119-127**
10. Disbursement Record #17 - \$4,777,887.63. **Pgs. 128-158**
11. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin and Rasch Construction & Engineering, Inc. (Park Comm. - Ayes 3, Noes 0) (Also referred to PW).
CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Finance Committee may or may not reconvene into open session.
Pgs. 159-170

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 262-653-4020 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

City of Kenosha, 625-52nd Street, Room 105, Kenosha Wisconsin 53140 | T: 262-653-4020 | clerk@kenosha.org

KENOSHA.ORG

FINANCE COMMITTEE
Minutes of Meeting Held September 19, 2016

A meeting of the Finance Committee held on Monday, September 19, 2016 in Room 204 at the Kenosha Municipal Building was called to order at 6:00 pm by Chairperson Prozanski. At roll call, the following members were present: Vice-Chair Wilson and Alderpersons Juliana, Kennedy, Paff and Gordon.

Citizens Comments: None.

1. Approval of the minutes of the meeting held September 7, 2016. **It was moved by Alderperson Juliana, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
2. Proposed Resolution by the Finance Committee – Resolution To Amend the City of Kenosha Capital Improvement Program for 2015 By Increasing IN14-002 “7th Ave – 65th Street – 75th Street” by \$39,500 and Decreasing IN93-002 “Roadway Repairs” by \$39,500 for a Net Change of \$0. PUBLIC HEARING: No one spoke. STAFF: Shelly Billingsley, Director of Public Works, spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Gordon, to approve. Motion carried unanimously.**
3. Proposed Resolution by the Finance Committee - Resolution To Levy a Special Charge (under Authority of Charter Ordinance No. 26, as Amended) upon Certain Parcels of Land (Within the City of Kenosha, Wisconsin) in the Amount of \$7,077.74 for Trash and Debris Removal. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Paff, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
4. Proposed Resolutions by the Committee on Finance – Resolutions to Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Boarding and Securing in the Total Amount of \$1,819.00
 - b. Grass and Weed Cutting in the Total Amount of \$17,756.26
 - c. Property Maintenance Reinspection Fees in the Total Amount of \$9,778.00
 - d. Trash in the Total Amount of \$3,682.13PUBLIC HEARING: No one spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
5. Disbursement Record #16 - \$4,668,222.56. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to approve. Motion carried unanimously.**
6. Vacant Building Status Report. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to receive and file. Motion carried unanimously.**

ALDERPERSONS' COMMENTS: None.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 6:13 pm.

**NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, October 3, 2016.*



TO: Mayor John M. Antaramian
Members of the Common Council

FROM: Rich Schroeder, Community Development & Inspections *RS*

RE: **Ordinance by the Mayor - To Repeal and Recreate Subparagraph 1.01 D.1.q. of the Code of General Ordinances regarding the Seventeenth Aldermanic District for the purpose of Adding Ward 93**

DATE: September 14, 2016

The attached Ordinance will add Ward 93 to the District #17 and is required because of the Ferati Attachment.

A recommendation is made to approve the attached Ordinance.

RS:ks
Attachment

ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO REPEAL AND RECREATE SUBPARAGRAPH 1.01 D. 1. q. OF THE CODE OF GENERAL ORDINANCES REGARDING THE SEVENTEENTH ALDERMANIC DISTRICT FOR THE PURPOSE OF ADDING WARD 93

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

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

q. Seventeenth District shall consist of that part of the City of Kenosha contained in Ward Seventy-Six (76), Ward Seventy-Seven (77), Ward Seventy-Eight (78), and Ward Seventy-Nine (79)-, and Ward Ninety-Three (93).

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

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

ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor
John M. Antaramian

Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

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ATTEST: _____ City Clerk
Debra L. Salas

APPROVED: _____ Mayor
John M. Antaramian

Date: _____

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

RESOLUTION NO. _____
BY: FINANCE COMMITTEE

RESOLUTION TO CORRECT RESOLUTION #93-16

PROJECT #13-1016 Resurfacing Phase III

WHEREAS, Resolution #93-16 for Project #13-1016 Resurfacing Phase III (34th Avenue – 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, Alternate 1: 26th Avenue – 34th Street to 31st Street, Alternate 2: 40th Street – Sheridan Rd to 8th Avenue) in the amount of \$7,838.57 was passed by the Kenosha Common Council on August 1, 2016,

WHEREAS, it has been determined that a special assessment against Parcel #11-223-30-435-005 in the amount of \$138.75 for sidewalk repair was levied in error,

NOW, THEREFORE, BE IT RESOLVED, by the Kenosha Common Council that the resolution be changed from \$7,838.57 to \$7,699.82.

Passed this 3rd day of **October, 2016.**

Approved:

Date:

John M. Antaramian, Mayor

Attest:

Date:

Debra L. Salas, City Clerk-Treasurer

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for weed/grass cutting during 2016, in the total amount of \$11,014.45, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Approved:

_____, Mayor
John M. Antaramian

Date signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date signed: _____

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-107-021**6106 23RD AVE****Owner of Record**ANDREW & JULIE BAVETZ
505 W BASELINE RD APT 1076
TEMPE, AZ 85283-1180Admin. Fee
100.00Charge
109.58Total
209.58

Parcel #:01-122-01-161-019**6415 28TH AVE****Owner of Record**PYRAMAX GROUP INC
9821 28TH AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
1,102.95Total
1,202.95

Parcel #:01-122-01-162-002**6401 27TH AVE****Owner of Record**JAMES F GALLAGHER
26104 MIDLOTHIAN RD
MUNDELEIN, IL 60060Admin. Fee
100.00Charge
67.80Total
167.80

Parcel #:01-122-01-201-014**6044 30TH AVE****Owner of Record**TERESO F & AMALIA O TOVAR
6046 30TH AVE
KENOSHA, WI 53142-3382Admin. Fee
100.00Charge
83.88Total
183.88

Parcel #:01-122-01-208-015**6204 30TH AVE****Owner of Record**WILMINGTON SAVINGS FUND SOCIET
314 S FRANKLIN ST
TITUSVILLE, PA 16354Admin. Fee
100.00Charge
113.30Total
213.30

Parcel #:01-122-01-339-001**6803 35TH AVE****Owner of Record**JOHN D & THERESA A FOUNTAIN
6803 35TH AVE
KENOSHA, WI 53142-3429Admin. Fee
100.00Charge
6.20Total
106.20

Parcel #:01-122-01-459-007**2627 73RD ST****Owner of Record**RONALD A JENSEN
2627 73RD ST
KENOSHA, WI 53143-5239**Admin. Fee**

100.00

Charge

68.28

Total168.28

Parcel #:02-122-02-452-009**4410 73RD ST****Owner of Record**YVONNE M DODGE
4410 73RD ST
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

89.36

Total189.36

Parcel #:03-122-04-426-004**7201 77TH AVE****Owner of Record**EDWARD VAN DER MOLEN
PO BOX 109
MONTGOMERY, IL 60538-0109**Admin. Fee**

100.00

Charge

237.60

Total337.60

Parcel #:03-122-04-426-030**7800 75TH ST****Owner of Record**D HAYDEN & ELIZABETH GREEN
PO BOX 109
MONTGOMERY, IL 60538-0109**Admin. Fee**

100.00

Charge

562.20

Total662.20

Parcel #:03-122-04-451-020**75TH ST****Owner of Record**S00 LINE RAILROAD CO
TAX DEPT - SUITE 700
120 S 6TH ST
MINNEAPOLIS, MN 55402**Admin. Fee**

100.00

Charge

205.80

Total305.80

Parcel #:03-122-05-135-178**6533 93RD AVE****Owner of Record**PNC BANK
3232 NEWMARK DR
MIAMISBURG, OH 45342**Admin. Fee**

100.00

Charge

206.12

Total306.12

Parcel #:03-122-05-328-537**10025 70TH ST****Owner of Record**DARYL R & SHIRLEY M KRUSE
10025 70TH ST
KENOSHA, WI 53142Admin. Fee
100.00Charge
279.20Total
379.20

Parcel #:03-122-11-415-025**8215 43RD AVE****Owner of Record**JP MORGAN CHASE BANK
3415 VISION DR
COLUMBUS, OH 43219-6009Admin. Fee
100.00Charge
163.28Total
263.28

Parcel #:04-122-12-401-001**8004 22ND AVE****Owner of Record**U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
22.20Total
122.20

Parcel #:05-123-06-153-013**6410 11ST AVE****Owner of Record**6410 11TH AVENUE LAND TRUST
501 SILVERSIDE RD, STE 87JQ
WILMINGTON, DE 19809Admin. Fee
100.00Charge
136.36Total
236.36

Parcel #:05-123-06-180-007**6540 7TH AVE****Owner of Record**CRAIG & PAULA VULICH
6540 7TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
154.25Total
254.25

Parcel #:05-123-06-307-020**1403 68TH ST****Owner of Record**JAMES DEGRAFFENREID
6638 20TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
735.16Total
835.16

Parcel #:05-123-06-310-010**1712 71ST ST**

Owner of Record
 MAINSTREAM FUNDING LLC
 C/O JUANA LAGASSE
 PO BOX 740822
 BOYNTON BEACH, FL 33474-0822

Admin. Fee	Charge	Total
100.00	6.61	106.61

Parcel #:05-123-06-314-010**1310 68TH ST**

Owner of Record
 PAMELA A SNOWTALA
 6801 27TH AVE
 KENOSHA, WI 53143

Admin. Fee	Charge	Total
100.00	120.88	220.88

Parcel #:05-123-06-386-006**7411 16TH AVE**

Owner of Record
 SCOTT A WIESZCHOWSKI
 4002 30TH AVE
 KENOSHA, WI 53144

Admin. Fee	Charge	Total
100.00	74.72	174.72

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

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

Admin. Fee	Charge	Total
100.00	77.63	177.63

Parcel #:06-123-07-328-003**8009 22ND AVE**

Owner of Record
 LAVERNE E GRAF
 6004 69TH ST
 KENOSHA, WI 53142-1407

Admin. Fee	Charge	Total
100.00	82.00	182.00

Parcel #:06-123-07-452-008**1013 83RD ST**

Owner of Record
 MATTHEW A & ANGELA S CARLSON
 4600 GREEN BAY RD
 KENOSHA, WI 53144

Admin. Fee	Charge	Total
100.00	144.08	244.08

Parcel #:07-222-25-454-008**4417 29TH AVE**

Owner of Record
 HEDWIN J ALCANTARA
 4417 29TH AVE
 KENOSHA, WI 53140

Admin. Fee
 100.00

Charge
 116.00

Total
 216.00

Parcel #:08-222-35-276-013**5024 47TH AVE**

Owner of Record
 WILLIS J JOHNSON
 5024 47TH AVE
 KENOSHA, WI 53144

Admin. Fee
 100.00

Charge
 458.80

Total
 558.80

Parcel #:08-222-35-351-015**5210 58TH ST**

Owner of Record
 LEO F & THYRA SATTLER
 8633 32ND AVE
 KENOSHA, WI 53142-5187

Admin. Fee
 100.00

Charge
 283.40

Total
 383.40

Parcel #:09-222-36-156-002**5103 28TH AVE**

Owner of Record
 DEBRA J CREEKMORE
 5103 28TH AVE
 KENOSHA, WI 53140-3003

Admin. Fee
 100.00

Charge
 97.50

Total
 197.50

Parcel #:09-222-36-329-013**3705 52ND ST**

Owner of Record
 RAKHRA WISCONSIN EZ GO STATION
 9653 N GRANVILLE RD
 MEQUON, WI 53092

Admin. Fee
 100.00

Charge
 136.20

Total
 236.20

Parcel #:11-223-30-435-017**818 WASHINGTON RD**

Owner of Record
 IAQUINTA FAMILY TRUSTS
 C/O TERRY IAQUINTA
 7117 PELICAN BAY BLVD #1406
 NAPLES, FL 34108

Admin. Fee
 100.00

Charge
 43.84

Total
 143.84

Parcel #:11-223-30-436-020**4054 7TH AVE****Owner of Record**JOPPA LODGE NO 9 F & A M
PO BOX 86
KENOSHA, WI 53141Admin. Fee
100.00Charge
12.20Total
112.20

Parcel #:11-223-30-481-011**4308 6TH AVE****Owner of Record**MARK R YUNKER
4308 6TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
232.32Total
332.32

Parcel #:12-223-31-130-004**4622 10TH AVE****Owner of Record**PATRICIA TURNER
4622 10TH AVE
KENOSHA, WI 53140-3308Admin. Fee
100.00Charge
260.76Total
360.76

Parcel #:12-223-31-131-013**912 47TH ST****Owner of Record**ERIC HUMPHREY
PO BOX 592
SHELBY, MS 38774-0592Admin. Fee
100.00Charge
114.58Total
214.58

Parcel #:12-223-31-227-011**2018 45TH ST****Owner of Record**MICHAEL A & BRENDA J CORRADINI
3207 VALLEY GROVE LN
KNOXVILLE, TN 37931-4119Admin. Fee
100.00Charge
131.25Total
231.25

Parcel #:12-223-31-254-028**2107 50TH ST****Owner of Record**DUSHUN BALLENGER
2107 50TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
4.04Total
104.04

Parcel #:12-223-31-276-001**1323 50TH ST****Owner of Record**DANIEL M ZIZZO SR
1323 50TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
17.40Total
117.40

Parcel #:12-223-31-276-020**1320 52ND ST****Owner of Record**DANIEL M ZIZZO SR
1320 52ND ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
12.96Total
112.96

Parcel #:12-223-31-384-026**1500 60TH ST****Owner of Record**TIM ELLISON
923 MCCURRY RD
CALEDONIA, IL 61011Admin. Fee
100.00Charge
202.20Total
302.20

Parcel #:12-223-31-457-010**5825 11ST AVE****Owner of Record**GWK-ALK LLP
1585 22ND AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
41.56Total
141.56**RESOLUTION TOTAL****11,014.45**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for erosion control reinspection fees (account #501-00-44806) during 2016, in the total amount of **\$642.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Date signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date signed: _____

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:07-222-19-301-035**11809 BURLINGTON RD****Owner of Record**SAI RAM REAL ESATES MANAGEMENT
207 EAST BUFFALO ST
SUITE 604
MILWAUKEE, WI 53202Admin. Fee
100.00Charge
72.00Total
172.00EROSION CONTROL REINSPECTION FEE
2/29/16

Parcel #:07-222-19-301-035**11809 BURLINGTON RD****Owner of Record**SAI RAM REAL ESATES MANAGEMENT
207 EAST BUFFALO ST
SUITE 604
MILWAUKEE, WI 53202Admin. Fee
100.00Charge
90.00Total
190.00EROSION CONTROL REINSPECTION FEE
03/04/16

Parcel #:07-222-19-301-035**11809 BURLINGTON RD****Owner of Record**SAI RAM REAL ESATES MANAGEMENT
207 EAST BUFFALO ST
SUITE 604
MILWAUKEE, WI 53202Admin. Fee
100.00Charge
180.00Total
280.00EROSION CONTROL REINSPECTION FEE
03/07/16**RESOLUTION TOTAL****642.00**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for trash and debris removal during 2016, in the total amount of **\$554.80**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Date signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date signed: _____

Drafted by:
Department of Community Development & Inspections

/saz

Parcel #:01-122-01-403-024**6800 24TH AVE****Owner of Record**JOSEPH PETIT
6800 24TH AVE
KENOSHA, WI 53143-4717Admin. Fee
100.00Charge
74.80Total
174.80

Parcel #:05-123-06-231-017**1904 63RD ST****Owner of Record**CITIMORTGAGE INC
1000 TECHNOLOGY DR MS 314
O'FALLEN, MS 63368Admin. Fee
100.00Charge
280.00Total
380.00**RESOLUTION TOTAL****554.80**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Impose a Special Charge on Certain
Parcels of Property for
Unpaid Permit Fees

BE IT RESOLVED, that special charges for permit fees during 2016, in the total amount of \$920.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Date signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date signed: _____

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:02-122-02-177-006**6313 42ND AVE****Owner of Record**JOHN & SHARI S INFANTE
6313 42ND AVE

KENOSHA, WI 53142-3214

Admin. Fee
100.00Charge
60.00Total
160.00PERMIT #165981
FENCE**Parcel #:05-123-06-481-010****7409 7TH AVE****Owner of Record**MICHELLE L LARSON
KEVIN M PARHAM
7409 7TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
60.00Total
160.00PERMIT #1666003
FENCE**Parcel #:07-222-25-326-004****3715 WASHINGTON RD****Owner of Record**3715 WASHINGTON LLC
3715 WASHINGTON RD

KENOSHA, WI 53144-1640

Admin. Fee
100.00Charge
60.00Total
160.00PERMIT #165995
SIGN**Parcel #:09-222-36-339-020****5302 35TH AVE****Owner of Record**DAVID A & KRISTEN M RAPOSO
C/O KRISTEN M BROWNING
4520 LOMA LINDA CIRCLE
EL PASO, TX 79934-4133Admin. Fee
100.00Charge
60.00Total
160.00PERMIT #165026
FURNACE**Parcel #:12-223-31-334-019****5515 22ND AVE****Owner of Record**IRVING RENE CABRALES
5406 39TH AVE

KENOSHA, WI 53144

Admin. Fee
100.00Charge
180.00Total
280.00PERMIT #166243
PARKING LOT OCCUPANCY**RESOLUTION TOTAL****920.00**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Impose a Special Charge on Certain
Parcels of Property for
Zoning & Building Reinspection Fees

BE IT RESOLVED, that special charges for reinspection fees during 2016, in the total amount of \$1,068.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John M. Antaramian

Date signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date signed: _____

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:03-122-03-150-013**6419 GREEN BAY RD****Owner of Record**
TWINS PROPERTIES LLC
1812 16TH ST
RACINE, WI 53403

Admin. Fee	Charge	Total
100.00	72.00	172.00

REINSPECTION FEE FOR MISSING FENCE

Parcel #:03-122-03-150-013**6419 GREEN BAY RD****Owner of Record**
TWINS PROPERTIES LLC
1812 16TH ST
RACINE, WI 53403

Admin. Fee	Charge	Total
100.00	90.00	190.00

REINSPECTION FEE - MISSING FENCE

Parcel #:03-122-04-376-026**8020 75TH ST****Owner of Record**
BRADLEY S LORENZ
8020 75TH ST

KENOSHA, WI 53142-7616

Admin. Fee	Charge	Total
100.00	72.00	172.00

REINSPECTION FEE FOR NON-COMPLIANCE WI
CONDITIONAL USE PERMIT

Parcel #:05-123-06-257-029**6510 21ST AVE****Owner of Record**
EDDIE L & BESSIE M YOUNG
6510 21ST AVE

KENOSHA, WI 53143-1236

Admin. Fee	Charge	Total
100.00	72.00	172.00

REINSPECTION FEE
FAILURE TO OBTAIN PORCH PERMIT

Parcel #:12-223-31-334-019**5515 22ND AVE****Owner of Record**
IRVING RENE CABRALES
5406 39TH AVE
KENOSHA, WI 53144

Admin. Fee	Charge	Total
100.00	72.00	172.00

REINSPECTION FEE FOR ILLEGAL OCCUPANCY

Parcel #:12-223-31-334-019**5515 22ND AVE****Owner of Record**
IRVING RENE CABRALES
5406 39TH AVE
KENOSHA, WI 53144

Admin. Fee	Charge	Total
100.00	90.00	190.00

REINSPECTION FEE FOR ILLEGAL OCCUPANCY

RESOLUTION TOTAL

1,068.00

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Martha Swartz, Senior Property Maintenance Inspector
Department of Community Development and Inspections

RE: **Request from Staff for Rescindment of Special Charge for Trash Clean-up in the Amount of \$170.00 for 6626 19th Avenue, Parcel Number 05-123-06-259-020**

DATE: September 27, 2016

Community Development and Inspections Staff is requesting the Rescindment of the Special Charge in the Amount of \$170.00 for a Trash Clean-Up that was Special Charged on August 15, 2016.

The following sequence of events is pertinent to this appeal:

July 7, 2016	Notice to Cut Grass and/or Destroy Weeds and Remove Rubbish & Debris was posted on property by Daryl Armstrong, Nuisance Inspector.
July 12, 2016	Reinspection by the Inspector found that the grass had been cut, but debris had not been removed.
July 12, 2016	An Order to Remove Debris was sent to the City Contractor.
July 13, 2016	The City Contractor contacted Martha Swartz regarding the location of the debris. I checked with the Inspector, who stated that the debris was on the alley behind 6626 19 th Avenue when he was there the previous day. At my request, the City Contractor cleaned up the debris.
August 15, 2016	The cost of \$70.00 to remove the debris plus an Administrative Fee of \$100.00 was approved as a Special Charge by Finance Committee and Common Council in Resolution 16-100.
August 24, 2016	I received a telephone call from owner, Pat Martinelli, who stated that the debris was on the adjacent property and not his property.

Recommendation: Staff requests that the Special Charge of \$170.00 be rescinded as the angle at which the photos taken at the time of clean-up do not clearly show who's property the debris was on at the time of clean-up. We believe that the debris was clearly on Mr. Martinelli's property at the time of the posting and reinspection, but do not have photos to prove it. We believe the debris was moved prior to the City Contractor's clean-up, making it difficult to determine which property the debris was on at the time of clean-up. Therefore, we request that the Special Charge be rescinded.

Name: Pasquale Martell

Case #: T 160205

Address: 1809 75th St

Kenosha, WI 53143

Dennis Bencins

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone 262.653.4263

**NOTICE TO CUT GRASS AND/OR DESTROY WEEDS
AND REMOVE RUBBISH & DEBRIS**

Property located at: 6626 19 Ave Kenosha, Wisconsin.

On the 7 day of July, 2016, a representative of the Department of Community Development and Inspections inspected the premises owned/occupied by you at the above-noted address.

The inspection indicated the subject property is in violation of the following Section(s) of the Code of General Ordinances:

- Section 16.17 F. Noxious weeds, including but not limited to, Chicory, exceeding a height of eight inches (8")*
- Section 16.17 G. Grassy areas exceeding a height of eight inches (8")*
- Section 16.17 A. Premises not in clean and sanitary condition*

* IN YARD IN ALLEY

PLEASE TAKE NOTICE that you are hereby ordered to cut this grass and/or destroy these weeds and properly dispose of grass, weeds, and/or debris by 7-12-16 to bring the property into conformity with City ordinances. You are further ordered to maintain property compliance. No further notices will be sent for future violations.

Should you fail to do so, the City will cut or destroy, or arrange for the cutting of the grass or the destruction of said weeds at a minimum charge of \$.04 per square foot; and/or, the City will have the rubbish & debris removed at a minimum charge of \$ 375. The City will also charge a **\$100.00 administrative fee** for each parcel prior to or in conjunction with the cutting of the grass or destruction of the weeds and/or removal of debris. (See reverse side for more information.)

STANDARDS

The City requires that its contractor cut all grass to a height of three inches (3") and that all weeds shall be destroyed by cutting them to the ground. All cutting is to include trimming around/along fences, buildings, and hedgerows. Alley cuttings include any grass and/or weeds to the centerline of the alley. With the exception of the three inch grass height, property owners will be held to the same standards. The City's contractor will automatically complete any work not done to the City's standards without any notice to the property owner.

RECURRING VIOLATIONS

You are required to maintain grass and weeds at a height not to exceed eight inches (8") and maintain your premises in a clean and sanitary condition. If another Notice to Cut Grass and/or Destroy Weeds and Remove Rubbish & Debris is issued within twelve months of this notice, you may be charged reinspection fees per Section 16.09 of the Code of General Ordinances. Reinspection Fees escalate with each reinspection that shows noncompliance or for every recurrence of the violation. (See reverse side.)

PLEASE SEE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION.

Signed Daryl Amstrong Hand Delivered _____

Posted 7-7-16 Mailed _____

NOTE: Debris in Alley

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR INSPECTOR AT 262.653-4279

CITY OF KENOSHA
DEPT. OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

T160205

CASE #: T160205
LOCATION: 6626 19 AV

INSPECTOR: NUISANCE INSPECTOR

LOT #:

PROP CLASS: ZONING: RG-1
ACCESS:
PARCEL: 05-123-06-259-020

UNITS: BUILDING: LAND:
ALD DIST: ALDERMEN

EMERGENCY: OWNER CONTACTED: Y COMPLAINT TAKEN: 07/06/2016 TAKEN BY: HDARYLA

COMPLAINANT:
ARMSTRONG

PHONE:

OCCUPANT:

NUMBER OF PEOPLE: TIME THERE: EVICTION: MOVING:
CONTACT:
MAKE APPOINTMENT: AVAILABLE:
HOME PHONE: WORK PHONE:

OWNER:
PASQUALE MARTINELLI
1809 75TH ST
KENOSHA, WI 53143
PHONE:

MANAGER:

CAUTION:

REQUEST FOR SERVICE:
DEBRIS IN ALLEY AND YARD

ADDITIONAL CASES:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
H020245	CLO	JED	4/03/02
H080462	CLO	MES	5/07/08
W121222	CLO	W/G	10/24/12



RESOLUTION NO. _____

BY: FINANCE COMMITTEE

To Rescind One (1) Special
Charge Levied by Resolution No. 100-16
Against Parcel No. 05-123-06-259-020
(6626 19th Avenue), Kenosha, Wisconsin

WHEREAS, on August 15, 2016, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 100-16 levying special charges for trash and debris removal for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, the Department of Community Development and Inspections is requesting that one (1) special charge in the amount of \$170.00 levied on one (1) of those parcels; to wit: Parcel No. 05-123-06-259-020 (6626 19th Avenue), Kenosha, Wisconsin be rescinded;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that one (1) special charge in the amount of \$170.00 levied by Resolution No. 100-16 against Parcel No. Parcel No. 05-123-06-259-020 (6626 19th Avenue), Kenosha, Wisconsin be and hereby is rescinded.

Passed this _____ day of _____, 2016

Approved:

_____, Mayor
John Antaramian

Date Signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date Signed: _____

Drafted by:
Department of Community Development and Inspections

/saz

**Thursday, September 22, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140**

Resolution by the Mayor - To Amend the 2015-2019 Consolidated Plan for the Community Development Block Grant and HOME Programs (*Public Hearing on the Community Development Needs and Objectives*).

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

This item was approved by the Community Development Block Grant Committee on August 31, 2016. It will also be reviewed by Finance Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: City-Wide

1. The purpose of the City of Kenosha's Five Year *2015-2019 Consolidated Plan* is to develop a viable urban community by providing decent housing, a suitable living environment, expanded economic opportunities principally for low and moderate-income persons, and programs that will address the needs of homeless and near homeless persons. The plan sets forth how two (2) Housing and Urban Development (HUD) grants, the Community Development Block grant and the HOME Investment Partnership Grant, will be used as investment priorities to achieve specific HUD Objectives and outcomes performance measures.
2. The City's goals for the 2015-2019 planning period focus on continuing neighborhood revitalization efforts, providing affordable housing and assisting low-income, homeless, and special needs residents with supportive services. The objectives of the Consolidated Plan are to:
 - a. Provide Decent Affordable Housing
 - b. Create Suitable Living Environments for low to moderate-income persons
 - c. Create Economic Opportunity
3. The City has identified the Section 108 Loan Guarantee Program as a funding source to construct a new fire station.
4. The City is required to amend the Consolidated Plan to recognize the application of the HUD Section 108 Loan Guarantee and the activities to be undertaken utilizing the Loan funds.
5. The City will hold four (4) public hearings to obtain views and comments from the public on the Community Development Needs and Objectives
6. Attached are the pages of the Adopted Consolidated Plan that need to be amended to incorporate the use of the Section 108 Loan Guarantee and the construction of a fire station.
7. The Sections that will be amended and are included for your approval are:
 - a. NA-05 Overview (Needs Assessment)
 - b. SP-25 Priority Needs (Strategic Plan)
 - c. SP-35 Anticipated Resources (Strategic Plan)
 - d. SP-45 Goals Summary (Strategic Plan)

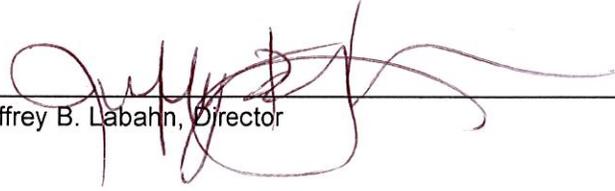
RECOMMENDATION:

A recommendation is made to approve the Amendment to the 2015-2019 Consolidated Plan.



Tony Geliche, Community Development Specialist

/u2/acct/cp/ckays/1CPC/2016/SEP22/1Staff-Res-AmdConPlan.doc



Jeffrey B. Labahn, Director

RESOLUTION # ____ - 16

BY: THE MAYOR

**TO AMEND THE 2015-2019 CONSOLIDATED PLAN
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROGRAMS**

WHEREAS, the City of Kenosha receives and Annual Grant of Community Development Block Grant (CDBG) funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the HOME Investment Partnership Program of 1991 as amended; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designated as its Consolidated Plan; and

WHEREAS, on July 21, 2014, the Common Council adopted the 2015-2019 Consolidated Plan; and

WHEREAS, HUD has established the Section 108 Loan Guarantee Program that provides below-market rate loans for qualified projects that serve the needs of low to moderate income persons; and

WHEREAS, the City of Kenosha meets the criteria to participate in the Section 108 Loan Guarantee Program as a Grantee, receiving funds through the CDBG Program; and

WHEREAS, the City has identified the construction as a fire station as an eligible activity for the Section 108 Loan Guarantee Program; and

WHEREAS, the City of Kenosha proposes to amend the 2015-2019 Consolidated Plan to include a HUD Section 108 Loan Guarantee as a funding source to construct a new fire station; and

WHEREAS, public hearings were held before the CDBG Committee on August 31, 2016; the City Plan Commission on September 22, 2016; the Finance Committee on October 3, 2016; and the City of Kenosha Common Council on October 3, 2016 to obtain citizen comments on the proposed Amendment

NOW THEREFORE BE IT RESOLVED by the Common Council of the City of Kenosha that the 2015-2019 Consolidated Plan is amended to include a HUD Section 108 Loan Guarantee as a funding source to construct a new fire station.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor is authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development and execute all documents relative thereto.

Adopted this ____ day of _____, 2016

ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

John M. Antaramian, Mayor

*Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ckays/1CDBG/2017PY/16-AUG31/Resol-ConPlan-Amend.odt*

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The City of Kenosha used the 2010 Census, the 2006-2010 ACS default needs assessment data, results from the online survey, and comments received during the public input session, as well as the consultation process to identify the following affordable housing, community development and homeless needs for the next five years.

The City obtained additional input from the Community Development Block Grant Committee and HOME Program Commission, City staff, and comments from the public input session and online survey, as well as the consultation processes to further refine these overall needs into priority needs acceptable to the City of Kenosha Common Council. The following items represent the top recommended priorities from the online survey and the public input session.

Category	Public Input Session	Community-wide Survey	Community-wide Survey - Greatest Needs
Community Development	Expand Bus Routes	Street Improvements	Job Training
	Homeless Assistance/ Education Programs	Employment Training	Neighborhood Improvements
	Job Training	Job Creation	
	Support for youth centers/ center programs	Fire Stations/ equipment	
Homeless	Permanent INNS site	Emergency Shelter	Services to prevent homelessness
	Consolidate/ centralize services	Supportive services	
	Continue Support Services		
Housing	Chronic Homeless housing assistance	Provide Affordable housing - housing costs are no more than 30% of household income	Availability of affordable housing
	Ex-offender transitional housing	Repair/ improvements to owner-occupied housing	
	Tenant-based Rental Assistance	Rental Assistance	
	Coordinate affordable housing with Kenosha Habit for Humanity	Exterior property maintenance/ code enforcement	

Table 5 - Top Recommended Priorities

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Community Dev - Public Facilities & Improvements	
	Priority Level	High	
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development	
	Geographic Areas Affected	Low - moderate Income Census Tract Block Groups	
	Associated Goals	Suitable Living Environ-Facilities/Infrastructure	
	Description	Youth Centers Neighborhood Improvements Fire Stations/ equipment	Homeless Facilities Infrastructure

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Kenosha expects to receive Community Development Block Grant and HOME Investment Partnership funds, available from HUD, during the five year period of this Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	936,778	44,485	75,000	1,056,263	Estimated Five year average of annual CDBG Entitlement Grant
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	343,775	164,820	139,454	648,049	Estimated Five year average of annual HOME Entitlement Grant
						2,034,380	

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Section 108	public-federal	Construction of Fire Station/ equipment Potential demolition of existing building on site					4,713,935	Maximum amount available from Section 108 program (5 times 2016 grant amount)

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

While the CDBG and HOME Programs do not require leveraging, the CDBG program does leverage other resources with the CDBG funds. The City budgets \$100,000 in the Capital improvement Program for the required HOME match. At this time the City has excess match that has carried over from the previous fiscal years.

It is anticipated that the \$1,056,263 of CDBG funds will leverage \$4,096,106 through the following State, local and private resources:

- \$163,000 State
- \$2,355,000 Local
- \$1,578,106 Private

Section 108 will leverage \$907,684 in City of Kenosha Capital Improvement funds (CIP).

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Kenosha may provide vacant/undeveloped lots to Habitat for Humanity for new construction of affordable housing units.

The City of Kenosha will provide the site for the identified fire station construction.

Discussion

The City of Kenosha will pledge future CDBG allocations to repay the Section 108 loan guarantee, estimated to be \$250,000 per year for 20 years.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Suitable Living Environ-Facilities/Infrastructure	2015	2019	Non-Housing Community Development	City-wide targeted toward Reinvestment Neighborhood	Community Dev - Public Facilities & Improvements Homeless	CDBG: \$2,427,925	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10000 Persons Assisted Buildings Demolished: 25 Buildings
2	Suitable Living Environ through Public Services	2015	2019	Homeless Non-Homeless Special Needs	City-wide tareted toward Reinvestment Neighborhood	Community Development - Public Services Homeless	Section 108 CDBG: \$4,713,935	22,350 persons assisted Public service activities other than Low/Moderate Income Housing Benefit: 12500 Persons Assisted Homeless Person Overnight Shelter: 750 Persons Assisted

Table 53 – Goals Summary

Goal Descriptions

1	Goal Name	Suitable Living Environ-Facilities/Infrastructure
	Goal Description	This goal is designed to provide funding for improvements to non-profit facilities, City infrastructure and public safety facilities.
2	Goal Name	Suitable Living Environ through Public Services
	Goal Description	This goal is designed to provide public services for low/moderate income persons.
3	Goal Name	Create Economic Opportunities
	Goal Description	This goal is designed to cause the creation of new jobs that otherwise would not be created, or retain jobs that otherwise would be lost, as well as providing technical assistance to micro enterprises.
4	Goal Name	Provide safe, decent affordable housing
	Goal Description	This goal is designed to provide assistance to low/moderate income households with the ability to afford decent housing.
5	Goal Name	Administration and Planning
	Goal Description	This goal is designed to provide the overall administration of the CDBG and HOME Programs, as well as Comprehensive Planning.

**Thursday, September 22, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140**

Resolution by the Mayor - To Approve the Proposed HUD Section 108 Loan Guarantee Application in the amount of \$4,713,935. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

This item was approved by the Community Development Block Grant Committee on August 31, 2016. It will also be reviewed by Finance Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: 52nd Street and 22nd Avenue

1. Section 108 of the Housing and Community Development Act of 1974 provides for a Loan Guarantee component of the Community Development Block Grant (CDBG) Program. The Section 108 Loan Guarantee Program (Section 108) provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and other physical development projects, including improvements to increase their resilience against natural disasters. The funds can be used by a designated public entity to undertake eligible projects, or, alternatively, can be loaned to a third party developer to undertake the projects. This flexibility makes it one of the most potent and important public investment tools that HUD offers to local governments.
2. The attached Section 108 Loan Guarantee Application is provided to you for your review and consideration. This is the proposed Application and it may change based on public input and updated financing. The following are the highlights of the application:
 - a. The City is applying for \$4,713,935.
 - Maximum allowed under the program-which is 5 times the 2016 Entitlement Grant
 - b. Funds would be used at the corner of 52nd Street and 22nd Avenue to:
 - Demolish the existing vacant school building.
 - Construct a fire station.
 - c. The City has published a Public Notice in the Kenosha News on August 29, 2016.
 - d. The City will hold four (4) public hearings to obtain views and comments from the public on the Section 108 Loan Application.
 - e. The City will utilize \$907,684 in CIP funds (or an amount necessary to complete the project).
 - f. The City pledges future CDBG funds in an approximate amount of \$250,000 a year for 20 years to pay back the Section 108 Loan Guarantee.
 - g. The City will utilize local funds to repay the obligation if the CDBG Program fails to remain in existence for the 20 year period.
 - h. The City has determined that the construction of a fire station is an eligible activity under the CDBG and Section 108 Loan Regulations.
 - i. The City has determined that the activity will serve a National Objective under the CDBG and Section 108 Loan Program in that the service area of the fire station is 68.28% low to moderate income.

RECOMMENDATION:

A recommendation is made to approve the submission of the Section 108 Loan Guarantee Application.



Tony Geliche, Community Development Specialist
[/u2/acct/cp/ckays/1CPC/2016/SEP22/2Staff-Res-Section108.doc](#)



Jeffrey B. Labahn, Director

RESOLUTION # _____ - 16

BY: THE MAYOR

**TO APPROVE THE PROPOSED HUD SECTION 108
LOAN GUARANTEE APPLICATION IN THE AMOUNT OF \$4,713,935**

WHEREAS, the City of Kenosha would like to construct a new fire station on the former Bain School site; and

WHEREAS, the construction of the fire station has been identified as a need in the 2015-2019 Consolidated Plan; and

WHEREAS, the service area of the proposed fire station has been identified as 68.28% low to moderate income; and

WHEREAS, the total project costs, including demolition, are \$5,621,619; and

WHEREAS, it has been identified and documented that the Section 108 Loan Guarantee is needed to complete the project; and

WHEREAS, public hearings were held before the CDBG Committee on August 31, 2016; the City Plan Commission on September 22, 2016; the Finance Committee on October 3, 2016; and the City of Kenosha Common Council on October 3, 2016 to obtain citizen comments on the proposed Amendment.

NOW THEREFORE BE IT RESOLVED that the City of Kenosha Common Council hereby approves and authorizes the Mayor to apply for and receive a \$4,713,935 HUD Section 108 Loan Guarantee.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute, deliver and carry out all necessary and reasonable actions required to carry out and give effect to the transaction contemplated in this Resolution.

Adopted this ____ day of _____, 2016

ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

John M. Antaramian, Mayor

*Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ckays/1CPC/2016/SEP22/2Resol-Section108.odt*



SECTION 108 LOAN GUARANTEE PROGRAM APPLICATION

FIRE STATION CONSTRUCTION (52nd Street and 22nd Avenue)

John M. Antaramian, Mayor

**Prepared by: The Department of Community
Development and Inspections**

Jeffrey B. Labahn, Director

City of Kenosha, Wisconsin

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Kenosha, Wisconsin"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="39-60005481"/>	* c. Organizational DUNS: <input type="text" value="0789325890000"/>	
d. Address:		
* Street1: <input type="text" value="625-52nd Street Room 308"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Kenosha"/>	County/Parish: <input type="text" value="Kenosha"/>	
* State: <input type="text" value="WI: Wisconsin"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="53140-3480"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Community Devel. & Inspections"/>	Division Name: <input type="text" value="Community Development"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Anthony"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Geliche"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Community Development Specialist"/>	
Organizational Affiliation: <input type="text" value="CDBG Program Administrator"/>		
* Telephone Number: <input type="text" value="262-653-4030"/>	Fax Number: <input type="text" value="262-653-4045"/>	
* Email: <input type="text" value="tgeliche@kenosha.org"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.248

CFDA Title:

Section 108 Loan Guarantee Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Demolition of existing building
Construction of a fire station

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4,713,935.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="4,713,935.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

**U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Section 108 Loan Guarantee Program**

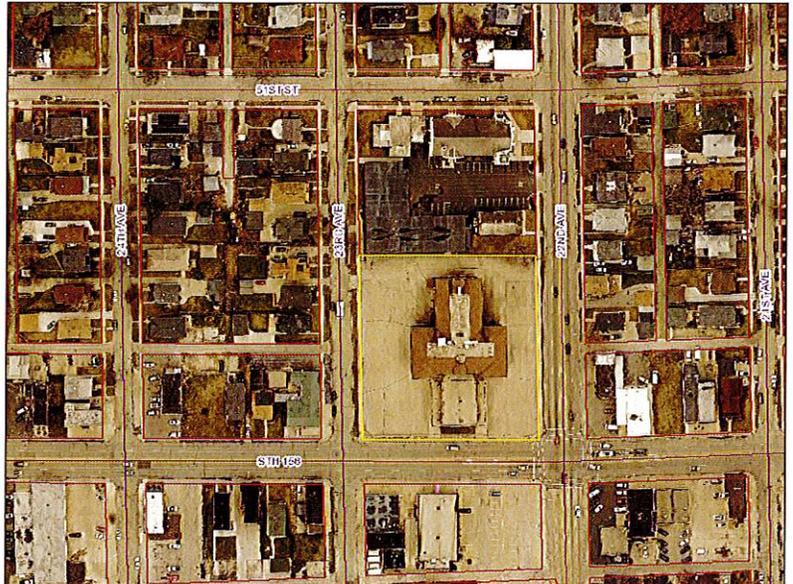
Submitted by the City of Kenosha, Wisconsin

1) PROJECT DESCRIPTION

The City of Kenosha is seeking support from the Section 108 Loan Guarantee Program to create a suitable living environment through the construction of a new fire station on the corner of 52nd Street and 22nd Avenue. The site is the location of the former Bain School that has been vacant since 2005.

The City plans to demolish the existing building on the site and construct a new fire station utilizing \$4,713,935 in Section 108 Loan Guarantee funds and \$907,684 in City of Kenosha Capital Improvement funds.

The site is located in Census Tract 8, Block Group 3 which is 69.74% low-to moderate income.



The service area of this station would be approximately 30th Avenue (on the West); Lake Michigan (on the East); Washington Road (on the North); and 75th Street (on the South). This area is 68.28% low-to moderate income.

The use of the Section 108 Loan Guarantee will allow the City a central inner-city location to provide Fire/EMS services to low-to moderate income persons allowing the City the ability to supplement the essential, routine services provided in the Capital Improvement Program. Without the use of the Section 108 Loan Guarantee, the construction of the fire station would not be possible.

2) CITIZEN PARTICIPATION

The City of Kenosha will follow the Citizen Participation Plan for the CDBG and HOME Programs to obtain views and comments from the public. In particular, citizens will be afforded opportunities to participate in the Section 108 Loan Guarantee process by means of a 30 day comment period from August 29, 2016 to October 3, 2016. Public meetings will be held to receive questions and comments both at the meetings and through written comments. Initiatives to obtain citizen input will involve the following:

- Notice to solicit citizen input regarding the Section 108 Loan Guarantee will be posted on the City's website, published in the Kenosha News (August 29, 2016) and noticed through the CDBG Committee, City Plan Commission, Finance Committee and Common Council agendas.
- Public hearings will be held at the following meetings:
 - August 31, CDBG Committee
 - September 22, City Plan Commission
 - October 3, Finance Committee and Common Council

City of Kenosha – Section 108 Loan Guarantee Application

3) SOURCES AND USES

Sources

City of Kenosha Capital Improvement Program	\$ 907,684
Section 108 Loan Guarantee	<u>\$4,713,935</u>
	\$5,621,619

Uses

Demolition	\$ 500,000
Construction	\$5,000,000
Financing Fee	<u>\$ 121,619</u>
	\$5,621,619

4) REPAYMENT SCHEDULE

The City of Kenosha proposes to repay the Section 108 Loan Guarantee by utilizing future CDBG allocations over a twenty year period.

The current interest rate for the Program is calculated using the variable 90 day LIBOR plus 20 basis points. As of August 26, 2016, the interest rate for the Section 108 Program is 1.03%.

The City is also required to pay a one-time fee of 2.58% of the Section 108 Loan Guarantee amount or \$121,619.

When calculating the repayment schedule the City is to only compute the principal amount to be paid. As a result the following illustrates the repayment schedule:

Year	Amount
2018	\$235,696.75
2019	\$235,696.75
2020	\$235,696.75
2021	\$235,696.75
2022	\$235,696.75
2023	\$235,696.75
2024	\$235,696.75
2025	\$235,696.75
2026	\$235,696.75
2027	\$235,696.75
2028	\$235,696.75
2029	\$235,696.75
2030	\$235,696.75
2031	\$235,696.75
2032	\$235,696.75
2033	\$235,696.75
2034	\$235,696.75
2035	\$235,696.75
2036	\$235,696.75
2037	\$235,696.75
	\$4,713,935.00

With interest, it is anticipated that the City's payment would be approximately \$250,000 to \$260,000

5) COLLATERAL

The City of Kenosha is applying for the Section 108 Loan Guarantee based on the 2016 CDBG Entitlement Grant in the amount of \$942,787 and will pledge future CDBG funding allocations to repay the Loan Guarantee. Furthermore, if the CDBG Program fails to exist for the entire 20 year period, the City will utilize local funds to repay the obligation.

6) TIMELINE

August 29, 2016	Public Notices Published
August 31, 2016	Public Hearing – CDBG Committee
September 22, 2016	Public Hearing – City Plan Commission
October 3, 2016	Public Hearing – Finance Committee/Common Council
October 10, 2016	Section 108 Application Submitted
Once Section 108 is approved	HUD Environmental Review Demolition Bidding/Demolition Design/Engineering Construction
Summer 2018	Completion

7) ELIGIBLE ACTIVITY

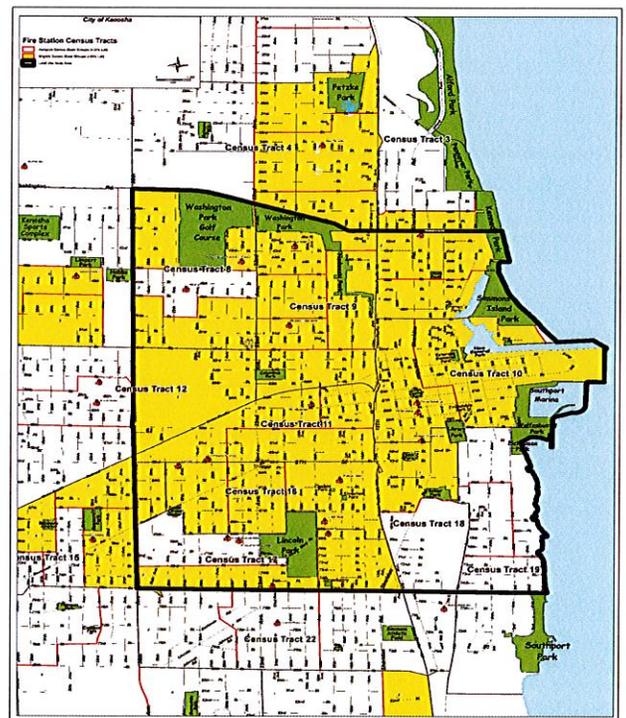
The Section 108 Loan Guarantee is sought for the construction of fire station which is an eligible CDBG activity under 24CFR § 570.201(c) Public Facilities and Improvements and also listed as an eligible activity under 24CFR § 570.703(l). If used for demolition, the activity would be eligible under 24CFR § 570.703(e).

8) NATIONAL OBJECTIVE

**Benefit to low and moderate income persons
Low-Mod Area Benefit (LMA) 24CFR § 570.708(a)(1)**

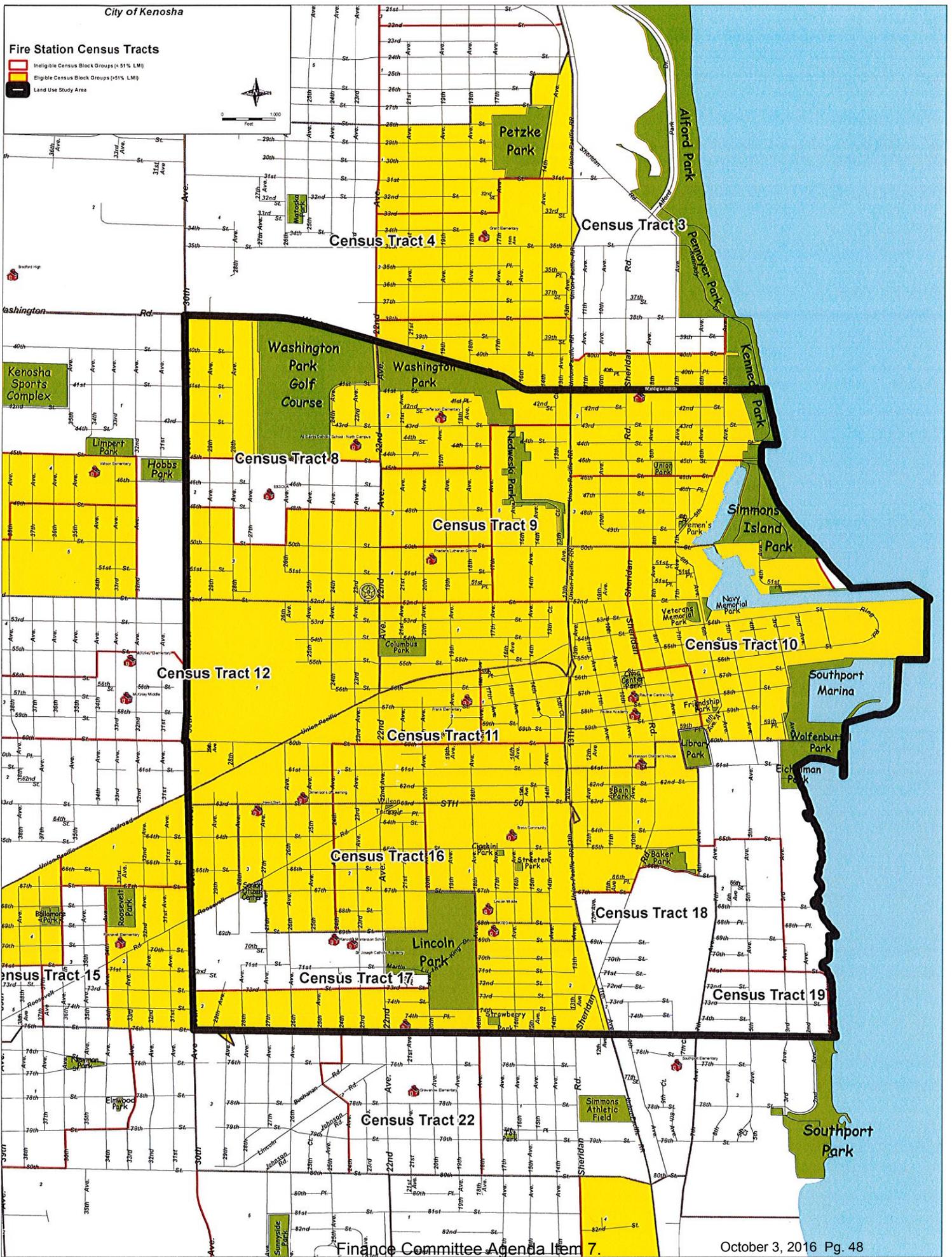
The Low-Mod Area Benefit national objective address activities which are available to benefit all the residents of an area which is primarily residential. In order to qualify as addressing the national objective of benefit to low-to moderate income persons on an area basis, an activity must meet the identified needs of low-to moderate income persons residing in an area where at least 51% of the residents are low-to moderate income persons. The benefits of this type of activity are available to all residents in the area regardless of income.

The service area of this station would be approximately 30th Avenue (on the West); Lake Michigan (on the East); Washington Road (on the North); and 75th Street (on the South). This area is 68.28% low-to moderate income as shown in yellow on the map.



9) CONTACT

Anthony Geliche, Community Development Specialist
Department of Community Development & Inspections
625-52nd Street
Kenosha, WI. 53140
tgeliche@kenosha.org
262-653-4030



**SECTION 108 LOAN GUARANTEES
ENTITLEMENT PUBLIC ENTITY CERTIFICATIONS**

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended, (the Act") and with 24 CFR §570.704(b) the public entity certifies that:

- (i) it possesses the legal authority to submit the application for assistance under 24 CFR Part 570, Subpart M ("Subpart M") and to use the guaranteed loan funds in accordance with the requirements of Subpart M.
- (ii) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required.
- (iii) Before submission of its application to HUD, the public entity has:
 - (A) Furnished citizens with information required by §570.704(a) (2) (i);
 - (B) Held at least one public hearing to obtain the views of citizens on community development and housing needs; and
 - (C) Prepared its application in accordance with §570.704 (a) (I) (iv) and made the application available to the public.
- (iv) It is following a detailed citizen participation plan which meets the requirements described in § 570.704 (a) (2).
- (v) The public entity will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:
 - (A) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. 2000d et seq.); and
 - (B) The Fair Housing Act (42 U.S.C. 3601-20).
- (vi) In the aggregate, at least 70 percent of all CDBG funds, as defined at § 570.3(e), to be expended during the one, two or three consecutive years specified by the public entity for its CDBG program will be for activities which benefit low and moderate income persons, as described in criteria at §570.208(a).
- (vii) It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate-income housing described in §570.606.
- (viii) It will comply with the requirements of §570.200(c) (2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds.
- (ix) It will comply with the other provisions of the Act and with other applicable laws.

John M. Antaramian, Mayor

Date

Certification of Efforts to Obtain Other Financing

The City of Kenosha hereby assures and certifies with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, it will maintain documentation of such efforts for the term of the loan guarantee, and it cannot complete such financing consistent with the timely execution of the project without such guarantee.

Certification of Legal Authority to Pledge Grants

The public entity hereby certifies and assures with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it possesses the legal authority to make the pledge of grants required under 24 CFR 570. 705(b)(2).

John M. Antaramian, Mayor

Date

*Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ctonyg/CDBG/Section 108/Application/Cerfication-2.doc*



Public Notice

HUD Section 108 Loan Guarantee

The City of Kenosha is soliciting comments on the use of a HUD Section 108 Loan Guarantee to construct a Fire Station at the corner of 22nd Avenue and 52nd Street.

The City would demolish the Old Bain School and construct the Fire Station utilizing Capital Improvement Funds and a \$4,713,935 Section 108 Loan Guarantee. Total project costs are estimated to be \$5,621,619.

The City would repay the Loan Guarantee over a 20 year period utilizing future CDBG funds in the amount of \$250,000/year.

The City is also amending the 2015-2019 Consolidated Plan to recognize the Fire Station Construction and Section 108 Loan Guarantee.

The following Public Hearings will be held at the Municipal Building 625 52nd Street, to solicit comments and receive questions on the Section 108 Loan Guarantee and Consolidated Plan Amendment:

- August 31, CDBG Committee 5:00PM Room 202
- September 22, City Plan Commission 5:00PM Room 202
- October 3, Finance Committee 6:00PM Room 202
- October 3, Common Council 7:00PM Room 200

Submit written comments to: City of Kenosha
HUD Section 108 Loan Guarantee
Community Development & Inspections
625 52nd Street - Room 308
Kenosha, WI 53140

Direct Questions to: 262-653-4030 - Community Development & Inspections

Published: August 29, 2016

1178842

RESOLUTION # ____ - 16

BY: THE MAYOR

**TO APPROVE THE PROPOSED HUD SECTION 108
LOAN GUARANTEE APPLICATION IN THE AMOUNT OF \$4,713,935**

WHEREAS, the City of Kenosha would like to construct a new fire station on the former Bain School site; and

WHEREAS, the construction of the fire station has been identified as a need in the 2015-2019 Consolidated Plan; and

WHEREAS, the service area of the proposed fire station has been identified as 68.28% low to moderate income; and

WHEREAS, the total project costs, including demolition, are \$5,621,619; and

WHEREAS, it has been identified and documented that the Section 108 Loan Guarantee is needed to complete the project; and

WHEREAS, public hearings were held before the CDBG Committee on August 31, 2016; the City Plan Commission on September 22, 2016; the Finance Committee on October 3, 2016; and the City of Kenosha Common Council on October 3, 2016 to obtain citizen comments on the proposed Amendment.

NOW THEREFORE BE IT RESOLVED that the City of Kenosha Common Council hereby approves and authorizes the Mayor to apply for and receive a \$4,713,935 HUD Section 108 Loan Guarantee.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute, deliver and carry out all necessary and reasonable actions required to carry out and give effect to the transaction contemplated in this Resolution.

Adopted this ____ day of _____, 2016

ATTEST:

Debra L. Salas, City Clerk-Treasurer

APPROVE:

John M. Antaramian, Mayor

*Drafted by the Department of Community Development & Inspections
/u2/acct/cp/ctonyg/CDBG/Section 108/Application/Resol-Section108.odt*

ASSIGNMENT OF KENOSHA PARKING LOT LEASE AGREEMENT

THIS AGREEMENT is between **Mayra Kenosha, Inc.**, a Wisconsin domestic corporation having an office at 2447 Berlin Turnpike, Berlin, Connecticut 06037 (hereinafter referred to as "Assignor"), and **KAS Real Estate Holdings LLC, a Wisconsin Limited Liability Company**, having an address of 2723 W Devon Avenue, Chicago, IL 60659, (hereinafter referred to as "Assignee"), on this 28th day of September, 2016 (the "Agreement Date").

WITNESSETH:

WHEREAS, Assignor currently leases a portion of the premises located at 5125-6th Avenue, Kenosha Wisconsin from the City of Kenosha, Wisconsin (hereinafter referred to as "Lease"), a copy of which is hereto attached as Exhibit A.

WHEREAS, on July 28, 2016 Assignee entered into an agreement with Assignor for the purchase of the real estate and business located at 5125 6th Avenue, Kenosha, Wisconsin, including the assignment and assumption of the Lease and right to occupy the Leased Premises (hereinafter referred to as "Sale"), a copy of which is hereto attached as Exhibit B.

NOW THEREFORE, in consideration of the mutual undertakings, promises, agreements, understandings and undertaking hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the undersigned agree as follows:

1. **Lease Assignment.** Assignor wishes to assign Lease to Assignee, and Assignee wishes to assume all rights, obligations, duties, titles and interest under the Lease, effective upon closing the Sale between Assignor and Assignee ("the Closing Date").
2. **Indemnification.** Assignee agrees to indemnify and save Assignor harmless against any and all claims, demands, or liabilities arising under the Lease and accruing from and after the Closing Date. Assignor agrees to indemnify and save Assignee harmless against any and all claims, demands, or liabilities arising under the Lease and accruing from prior to the Closing Date.

IN WITNESS WHEREOF, the undersigned parties of this Agreement have caused these presents to be executed by their undersigned officers, duly authorized, this ____ day of September, 2016.

ASSIGNOR:

Mayra Kenosha, Inc.

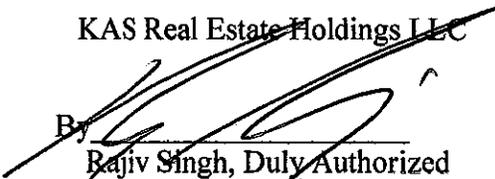
By


Syed Bokhari, Duly Authorized

ASSIGNEE:

KAS Real Estate Holdings LLC

By


Rajiv Singh, Duly Authorized

ASSIGNMENT OF KENOSHA PARKING LOT LEASE AGREEMENT

Exhibit

A

SECOND LEASE AMENDMENT

And

ASSIGNMENT AND ASSUMPTION OF LEASE

By And Between

MAYRA KENOSHA, INC., Lessee,

And

THE CITY OF KENOSHA, WISCONSIN, Lessor

And

**PARK SIDE HOTEL LIMITED PARTNERSHIP, Former Lessee / Partnership
For Premises Known As
BEST WESTERN HARBORSIDE,
5125 - 6th Avenue,
Kenosha, Wisconsin**

WHEREAS, the Board of Harbor Commissioners of Kenosha, Wisconsin, with the approval of the Common Council of the City of Kenosha, Wisconsin, entered into a lease dated the 18th day of July, 1967, with Downtowner Motor-Marina Inn, Inc., for a portion of the premises located at 5125 - 6th Avenue, Kenosha, Wisconsin, as more particularly described therein ("Leased Premises"), and which is currently known as BEST WESTERN HARBORSIDE ("Lease"), a copy of which is attached hereto as Exhibit A (recorded in the Kenosha County Register of Deeds Office on July 31, 1967, in Volume 757 of Records, Page 193, as Document No. 496488);

WHEREAS, Downtowner Motor-Marina Inn, Inc. previously assigned its interest in the Lease to Kenosha Harbor Inn Enterprises by an Assignment of Lease dated October 21, 1970 (recorded in said Register's Office November 4, 1970 in Volume 834 of Records, Page 406, as Document No. 526983);

WHEREAS, Kenosha Harbor Inn Enterprises previously assigned its interest in the Lease to **Park Side Hotel Company** by an Assignment of Lease dated July 31, 1985 (recorded in said Register's Office on January 2, 1986 in Volume 1209 of Records, Page 24, as Document No. 746749);

WHEREAS, Park Side Hotel Company previously assigned its interest in the Lease to **Park Side Hotel Limited Partnership a/k/a Parkside Hotel, LTD. a/k/a Parkside Hotel Limited Partnership** ("Partnership" and/or "Former Lessee") by an Assignment of Lease dated December 17, 1986 (recorded in Register's Office on January 2, 1986 in Volume 1209 of Records, Page 29, as Document No. 746751);

WHEREAS, on July 18, 1994, an amendment to the Lease ("First Amendment"), a copy of which is attached hereto as Exhibit B, recorded in the Kenosha County Register of Deeds Office on September 16, 1996, as Document No. 1035677 was entered into by Partnership as Lessee, and the CITY OF KENOSHA, WISCONSIN ("CITY"), and its Board of Harbor Commissioners, as Lessors ("First Amendment");

WHEREAS, under the terms of the First Amendment the tenancy of that portion of the Leased Premises abutting Lake Michigan, as more particularly described therein and identified as the "Released Premises", was terminated and City acquired possession of said property;

WHEREAS, by virtue of the First Amendment and the CITY's taking possession of the Released Premises the requirement of the installation of steel sheeting as a condition of renewing the Lease as more particularly set forth in Paragraph 3 of the Lease is void;

WHEREAS, the CITY constructed a promenade upon and along the Released Premises;

WHEREAS, by Exercise of Option to Extend Lease by Partnership recorded in said Register's Office on September 16, 1996, as Document No. 1035678, Partnership and City agreed to extend the term of the Lease for an additional period of 25 years in accordance with the terms of the Lease;

WHEREAS, MAYRA KENOSHA, INC. ("Lessee") has entered into an agreement with Partnership for the purchase of the real estate and business located at 5125 - 6th Avenue, Kenosha, Wisconsin, including the assignment and assumption of the Lease and the right to occupy the Leased Premises ("Sale");

WHEREAS, Lessee desires to extend and amend said Lease (hereinafter, the Lease, the First Amendment, the Assignments and Extensions of the Lease, this Second Lease Amendment, all as above and herein described, are collectively hereinafter sometimes referred to as the "Lease");

WHEREAS, Lessor is willing to consent to the foregoing transition whereby Lessee will assume the Lease.

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

- 1. Lessor Consent to Assignment and Assumption By and Between Lessee and Former Lessee.** The Lessor hereby consents to the assignment of the Lease from the Partnership to Lessee. Lessee, by acceptance of this Second Lease Amendment and Assignment, and the Lease, as amended above and as described, hereby assumes all rights, obligations, duties, title and interests under the Lease, effective upon closing of the Sale between the Partnership and Lessee (the "Closing Date"). Lessee agrees to indemnify and save Former Lessee harmless against any and all claims, demands, or liabilities arising under the Lease and accruing from and after the Closing Date. Former Lessee agrees to indemnify and save Lessee harmless from and against any and all claims, demands, or liabilities arising under the Lease and accruing prior to the Closing Date. From and after the Closing Date, Lessor acknowledges Former Lessee is released from all obligations, duties, title, rights and interest under the Lease from and after the Closing Date.
- 2. Term.** The term of the Lease shall be extended to July 17, 2066 ("Amended Term").

A. **Option.** Lessee shall have the option of renewing the Lease ("Renewal Option") for an additional period of twenty-five (25) years from July 18, 2066, to July 18, 2091 ("Additional Lease Term"), on the same terms and conditions contained in the Lease. In the event the Lessee desires to exercise said Renewal Option, it shall give written notice to the Lessor, not less than one hundred twenty (120) days prior to the expiration of the Lease. Should Lessor fail to give notice within such one hundred twenty (120) day time period, Lessee shall lose the right to exercise the Renewal Option. Any holding over after expiration of the term of the Lease shall not be construed either in law or in fact as a renewal of the Lease for any period of time and all rights of the Lessee shall terminate without any notice from Lessor to Lessee.

3. **Rent.** Lessee shall pay as rent the sum of Eighteen Thousand Dollars (\$18,000.00) per year commencing on the first day of the month after this Amendment is executed by the parties hereto ("Effective Date"). Payments shall be made in equal monthly installments due on the first of each month. A late fee equal to five percent (5%) of the monthly payment shall be due for payments not made by the tenth of the month. Effective on the third anniversary of the Effective Date Lessee shall pay Twenty Four Thousand Dollars (\$24,000.00) per year. On the fifth anniversary of the Effective Date the rent shall be \$30,000.00. Lessee shall pay said sum for years five (5) through nine (9) of the amended Term. On the tenth anniversary of the Effective Date, and every five (5) years thereafter, the Lessor and Lessee agree the Rent shall be increased by three percent (3%).

4. Paragraph 7 of the Lease is amended to read as follows:

"Insurance. Lessee shall procure and maintain, during the Lease, insurance policies as hereinafter specified to insure against all risk and loss on the dates of its use of the Leased Premises. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the State of Wisconsin. Lessee shall annually furnish a Certificate of

Insurance indicating compliance with the foregoing, including the naming of Lessor as an "additional insured", and proof of payment of premium to the Lessor for approval. Lessee shall also provide Lessor with a copy of the endorsement naming Lessor as an additional insured. The insurance policy or policies shall contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, Lessor will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required herein lapses and/or Lessee fails to maintain insurance coverage and such lapse or failure continues for fifteen (15) days after notice from Lessor to Lessee, Lessor may terminate this Lease as of the date no valid insurance policy was in effect. Certificates of policy renewals shall be furnished to the Lessor throughout the life of the Lease. Lessor reserves the right to reasonably increase the minimum liability insurance requirement set forth herein upon furnishing sixty (60) days advance written notice to Lessee, whenever minimum standards of the Lessor for all insurance policies comparable to those covering Lessee's operations hereunder are enacted which adopt or increase the minimum insurance requirements, and Lessee shall comply with said request, upon being given such advance, written notice thereof, or be considered in material default of the Lease. Should Lessee fail to furnish, deliver and maintain such insurance coverage, Lessor may obtain such insurance coverage and charge Lessee the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of Lessee to take out and/or maintain the required insurance shall not relieve Lessee from any liability under the Lease. The insurance requirement shall not be construed to conflict with the obligations of Lessee in Section 4 of this Amendment. Lessee shall maintain during the course of the Lease a General Liability Insurance policy with a minimum limit of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. In addition, Lessee shall maintain during the course of the Lease an Umbrella Liability policy with a

minimum limit of Five Million Dollars (\$5,000,000.00). The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability Insurance policy.

5. Indemnity and Hold Harmless. Lessee does hereby agree that it will, at all times, beginning on the Closing Date and continuing thereafter during the course of the Lease, indemnify and hold harmless Lessor, and their officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or reasonable attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring after the Closing Date, on the Leased Premises that are the result of the negligence, gross negligence or willful misconduct of Lessee, its officers, employees or representatives; or as a result of any operations, works, acts or omission performed on the Leased Premise by Lessee, its officers, employees, or representatives; or resulting from Lessee's failure to perform or observe any of the terms, covenants and conditions of the Lease; or resulting from any conditions of the Leased Premises caused by or the result of the actions of Lessee, its officers, employees or representatives and by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent, grossly negligent, willful or intentional acts or omissions of Lessor, or any of its officers or employees or agents, in which case Lessor will indemnify and hold harmless Lessee and its officers, and employees and agents. Upon the filing with Lessor of a claim for damages arising out of any incident(s) which Lessee herein agrees to indemnify and hold Lessor and others harmless, Lessor shall notify Lessee of such claim, and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and Lessor. It is specifically agreed, however, that Lessor, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against Lessor, or their officers or employees for any cause for

which Lessee is liable hereunder, shall be conclusive against Lessee as to liability and amount of damages. Lessee shall not be liable in any way for any claims, liability, loss, charges, damages, costs or expenses relating to the time period before the Closing Date. This provision shall survive expiration or termination of the Lease to the extent necessary to effectuate its purpose.

6. Access to Released Premises. Lessee shall not gate or otherwise prohibit public access to and along the Released Premises. Further, CITY shall have the right to construct any pier and/or dock in the water alongside the Released Premises and CITY shall have access to and use of the Retained Premises for such purpose.

7. Severability. If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of the Lease shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

8. Law Governing. The interpretation of the Lease will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

9. Notice. Any notice required to be given to any party to the Lease 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 Lessor:

City Administrator
Municipal Building, Room 300
625 - 52nd Street
Kenosha, Wisconsin 53140

With a copy to:

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

If to Lessee:

Mayra Kenosha, Inc.
c/o Syed Bokari
2421 Berlin Turnpike
Berlin, CT 06037

With a copy to:

Bruce Temkin
Attorney Bruce Temkin, LLC
100 Pearl Street, 14th Floor
Hartford, CT 06103

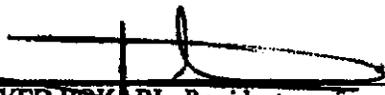
10. Amend In Writing. The Lease cannot be amended, changed, altered, or modified except in a writing signed by the parties.

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

12. Constitution of Lease. Except as set forth hereinabove, the Lease remains unchanged and is in full force and effect. Upon execution of this Amendment, the term "Lease" as used in the Lease shall mean and include the Lease as amended by the First Amendment to the Lease and by this Second Amendment.

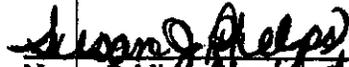
IN WITNESS WHEREOF the said parties have executed this Amendment as of November 8, 2011.

MAYRA KENOSHA, INC.
A Wisconsin Corporation

BY: 
SYED BOKARI, President
Date: _____

STATE OF CONNECTICUT)
COUNTY OF Hartford) :SS. Hartford

Personally came before me this 4th day of November, 2011, Syed Bokari, President, of MAYRA KENOSHA, INC, a Wisconsin corporation, to me known to be such president of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said corporation, by its authority.


Notary Public Hartford County, CT
My Commission expires/is: 10-31-12

SUSAN J. PHELPS
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2012

CITY OF KENOSHA, WISCONSIN
A Municipal Corporation

BY: [Signature]
KEITH G. BOSMAN, Mayor

Date: 10 | 27 | 2011

BY: [Signature]
MICHAEL K. HIGGINS,
City Clerk/Treasurer

Date: 10/27/11

STATE OF WISCONSIN)
:SS.
COUNTY OF KENOSHA)

Personally came before me this 27th day of October, 2011, Keith G. Bosman, Mayor, and Michael K. Higgins, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said City, and acknowledged that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

[Signature]
Notary Public, Kenosha County, WI.
My Commission expires/is: 3/15/15

**PARK SIDE HOTEL LIMITED
PARTNERSHIP**

**BY: KENOSHA HOTEL
DEVELOPMENT, INC.,
General Partner**

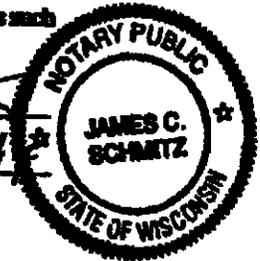
BY: Joseph J. Dora
Joseph J. Dora, President

Date: NOV. 2011

STATE OF WISCONSIN
COUNTY OF KENOSHA

Personally came before me this 3rd day of NOVEMBER, 2011, Joseph J. Dora, President of Kenosha Hotel Development, Inc., General Partner of Park Side Hotel Limited Partnership, to me known to be such President of Kenosha Hotel Development, Inc., General Partner of Parkside Hotel Limited Partnership, and acknowledged that he executed the foregoing instrument as such officer as the agreement of said entity, by its authority.

James C. Schmitz
Notary Public, Kenosha County, WI
My Commission expires on: 3/12/12



LEASE

496488

THIS INDENTURE made this 18th day of July, 1967, by and between the BOARD OF HARBOR COMMISSIONERS OF KENOSHA, WISCONSIN, with the approval of the Common Council of the City of Kenosha, Wisconsin, hereinafter referred to as the "LESSOR", and DOWNTOWNER MOTOR-MARINA INC, INC., a corporation of the City of Kenosha, Wisconsin, hereinafter referred to as the "LESSEE".

WITNESSETH:

In consideration of the rent and agreements of the Lessee herein, the Lessor does hereby lease, demise and let unto the said Lessee the following described land, to-wit:

PARCEL 1: Lot One (1), Lot Three (3), and the South Thirty-three (33) feet of Lot Two (2), in Block Eighty-six (86) of the Village of Southport, a Subdivision in the Northeast Fractional Quarter (1/4) of Section Thirty-one (31), Township Two (2) North, of Range Twenty-three (23) East, according to the plat thereof, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO Part of Lots Four (4) and Five (5) and a portion of the alley lying between Lots Five (5) and Six (6), in Block Eighty-six (86) of the Plat of the Village of Southport and being part of the Northeast 1/4 of Section 31, Township 2 North, Range 23 East, and more particularly described as follows: Commencing at a point in the East line of Fifth Court which runs in a Northeasterly and Southwesterly direction through said Block 86, said point being 247.10 feet Northerly measured along the West line of Lots 6, 7, 8 and 9 of said Block 86 from the point of intersection of the East line of Sixth Avenue and the Easterly line of Fifth Court; thence South $88^{\circ} 48'$ East to the Center line of Pike Creek; thence Northerly along and upon the center line of said Creek to a point where the said center line of the Creek intersects the North line of Lot numbered 4, of Block 86 extended East to the center line of said Creek; thence West along and upon the North line of said Lot 4 of Block 86 extended to the North West corner of said Lot 4 of Block 86 and the East line of Fifth Court; thence Southerly along and upon the East line of said Fifth Court 134.55 feet and to the point of beginning. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO Part of Block 86 in the North East fractional 1/4 of Section 31, Township 2 North, Range 23 East, described as follows, to-wit: Commencing at a point on the West line of said Block which point is 125.42 feet Northerly of the intersection of the extension Southerly of the West line of said Block with the South line of said 1/4 Section; thence North 9° West along and upon the Westerly line of said Block, 73.93 feet; thence North $26^{\circ} 2'$ East along and upon the Southeasterly line of Fifth Court 247.1 feet; thence South $88^{\circ} 48'$ East and to the center line of the Kenosha Harbor; thence Southerly along and upon the center line of the Kenosha Harbor to a point which is North $88^{\circ} 45' 30''$ East from the point of beginning; thence South $88^{\circ} 45' 30''$ West and parallel with the South line of said 1/4 section to the point of beginning.

ALSO that part of Fifth Court (platted as South Water Street), which lies between the West line and the North line of Block 86, Village of Southport.

PARCEL 2: Part of Lots One (1) and Four (4) in Block Eighty (80) of the City of Kenosha on the Northeast fractional quarter of Section 31,

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Township 2 North, Range 23 East and particularly described as commencing on the Southeast corner of Lot 1 of said Block 80; thence West on the South line of Lots 1 and 4 aforesaid to the point which is 30 feet West of the Southeast corner of Lot 4 of said Block; thence North to the North line of Lot 1 and at the point thereof which is 30 feet East of the Northwest corner of said Lot 1; thence East to the East line of Lot 1 aforesaid; thence South on the East line of said Lot 1 to the place of beginning, together with all accretions thereto and riparian rights connected therewith and dockage thereon or belonging thereto; said premises lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin. ALSO Lot 2 in Block 80 of part of the Northeast quarter of Section 31, Township 2 North, Range 23 East of the fourth Principal Meridian and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin; ALSO part of the Northeast Quarter of Section 31, Township 2 North, Range 23 East of the Fourth Principal Meridian, more particularly described as follows: Beginning on the South line of Lot 4 in Block 80 at a point which is 30 feet West from the Southeast corner of said Lot 4 and running thence West along and upon the South line of Lots 4 and 3 to a point which is 66 feet East from the Southwest corner of Lot 3, thence running Northerly parallel with the West line of said Lot 3, 41 feet; thence running Easterly parallel with the South line of Lots 3 and 4 to the Westerly line of said Lot 1; thence running Northwesterly along and upon the Westerly line of said Lot 1 to the Northwest corner of said Lot; thence running Northeasterly on the North line of Lot 1, 30 feet; thence running Southerly to the point of beginning, and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

PARCEL 3: That part of Lots 5, 6, 7, and 8, in Block 74, lying East of a line drawn parallel with Milwaukee Avenue, now Seventh Avenue, and 276.8 feet East of the East line of said Seventh Avenue and lying and being in the Northeast quarter of Section 31, in Township 2 North, of Range 23 East, meaning and intending hereby to describe all that part of said Block 74 lying North of the South line of said Lot 8 and South of the North line of said Block and East of the aforesaid line and West of the center line of Pike River or Pike Creek, so-called; Together with all accretions thereto and all riparian rights thereunto belonging or in any wise appertaining. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin. ALSO Lot 9 in Block 74, except the West 100 feet thereof, to be taken off by a line parallel with the West or Front line of said Lot, and Lot 10 in Block 74, except the West 100 feet thereof to be taken off by a line parallel with the West or front line of said Lot on the Northeast Quarter of Section 31, in Township 2 North, Range 23 East of the Fourth Principal Meridian and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

There shall be excepted therefrom, the following described property, to-wit:

Part of the Fractional Northeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin, and more particularly described as follows:

Beginning at a point on the West line of Block 86, of the "ORIGINAL TOWN OF SOUTHPORT", a Subdivision of record, which point is 225.42 feet Northerly of the Intersection of the extension Southerly of the West line of said Block with the South line of said Quarter Section; thence N 9°-00'-00" W along and upon the Westerly line of said Block 154.41 feet to a point that is 33.00 feet North of the south line of Lot 2 of said Block; Thence N 81°-00'-00" E along and upon a line that is

parallel to the South line of Lot 2, 66.00 feet to a point in the East line of said Lot; Thence N 9°-00'-00" W along and upon said East line 99.00 feet to a point in the South line of 51st Place; (so-called) Thence S 81°-00'-00" W along and upon said South line 66.00 feet to a point in the West line of the aforesaid Block 86; Thence N 9°-00'-00" W along and upon the extension of the West line of said Block 86, 33.00 feet to the center line of 51st Place; (so-called) Thence N 81°-00'-00" E along and upon said center line 320.19 feet; Thence S 22°-02'-37" W 410.51 feet; Thence N 67°-57'-23" W 126.64 feet to the point of beginning. Containing 1.50 Acres, be the same more or less.

It is mutually understood and agreed that 51st Place shall be vacated as a street or public thoroughfare and that the portion lying S of the center line of said street is embraced by the property described above as specifically excepted from this lease, the portion of said street which lies N of the center line and abuts upon subject property shall fall within the terms of this lease.

1. To have and to hold unto the said Lessee for the term of Twenty-five (25) years from and after the 1st day of July, 1967, the Lessee yielding and paying rent therefore, the sum of \$5,000.00 per year, payable in equal monthly installments commencing with the 1st day of July, 1967, or such 1st day of the month after this property is made available for the use of the Lessee.

2. The Lessee shall have the option of renewing the within lease for an additional period of 25 years on the same terms and conditions as herein contained. It is understood that in the event the Lessee shall desire to exercise said option, it shall first give written notice to the Lessor, not less than 60 days prior to the expiration day of this lease to the effect that it desires to and will exercise said option of renewal for said additional 25 years; and unless such written notice is given to the Lessor within the time above mentioned, the Lessee shall lose the right to exercise the said option of renewal herein provided for. Any holding over after said 25 years, without giving the above referred-to written notice, shall not be construed either in law or in fact as a renewal of this Lease for any period of time. All rights of the Lessee after said 25 years shall terminate without any notice from the Lessor to the Lessee.

3. The Lessee shall have an option of renewing this lease for an additional period of forty-nine (49) years, over and above the additional period of 25 years provided for in paragraph 2 above, in the event and on the condition that the Lessee, prior to the termination of this lease, installs steel sheeting along the harbor line, as established by the U. S. Corps of Engineers, extending from the southern property line of the leased premises,

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in a northeasterly direction for a distance of approximately 460 feet, said line being part of the eastern property line of the leased premises above described.

4. The premises hereby leased shall be used as and for access, parking, and grounds for a motel, restaurant, bar room, Marina, and related facilities to be built on adjoining property and on the property which is the subject of this lease. The Lessee agrees to obey any and all laws of the State of Wisconsin and Ordinances of the City and County of Kenosha, Wisconsin, pertaining in any way to the business to be conducted on said premises.

5. The Lessee hereby agrees to pay the said rent at the time and in the manner aforesaid, during the continuance of said term and shall not have the right to assign this lease or sublet any portion of the premises hereby leased, except upon the written approval of the Lessor. Lessor agrees it will not unreasonably withhold such approval if requested.

6. If at any time during the term of this lease the Lessee shall be or become bankrupt either voluntary or involuntary or shall make an assignment for the benefit of its creditors or in case a receiver shall be appointed for it or any of its creditors, or in case a receiver shall be appointed for it by any court having competent jurisdiction, then and in either case the Lessor shall have the right to forthwith cancel and terminate this lease and agreement subject, however, to the right of the holders of any mortgages on the motel which is to be constructed on the adjoining parcel of real estate above described and above excepted from the description of the premises which are subject to this lease and the holders of any mortgages on any new buildings to be built on the parcel of real estate hereinafter described in paragraph 12 of this lease, to within ninety (90) days designate in writing a successor in interest.

7. Lessee agrees to protect and save Lessor harmless from any claims for injuries to property or person resulting from accident or other happening on the premises and to carry public liability insurance of Five Hundred Thousand dollars to protect both Lessor and Lessee and to furnish to the Lessor certificates to show such insurance in force and naming the Lessor as an additional insured.

8. Lessee agrees during the term to insure and keep insured against damage by fire, wind or water, the fixtures in the sum of their insurable value.

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Lessee agrees not to keep or permit to be kept, or do or permit to be done, in or about the premises, anything of any character so hazardous as to render it difficult, impractical or impossible, to procure insurance against fire or other causes.

9. It is further agreed that the Lessee may make alterations, additions and improvements to the demised premises at its own cost and expense, and all of such alterations and improvements shall become a part of the real estate, shall remain on the premises, and all interest of the Lessee therein shall become immediately vested in the Lessor, subject to the terms of this lease.

10. It is further agreed that the Lessee shall keep the premises in as good repair as at the commencement of the term of this lease and shall perform the necessary maintenance and repairs needed to keep the existing concrete dock wall in the same, or better, condition in order to protect the leased premises from damage.

11. If default shall occur by Lessee in any of the agreements, stipulations or conditions herein, and shall continue for more than ninety (90) days after written notice thereof, it shall be lawful for Lessor to declare lease forfeited and term ended, and to re-enter the demised premises with or without process of law using such force as may be necessary to remove all persons, chattels, etc. therefrom and Lessor shall not be liable for damages by reason of such re-entry or forfeiture.

12. The Lessee shall have the first option to purchase the following described property, to-wit:

Part of the Northeast Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, County of Kenosha, State of Wisconsin and more particularly described as follows:

Part of Lots One (1), Two (2) and Four (4) in Block Eighty (80) of the "Original Town of Southport", a subdivision of record with the Kenosha County Land Registry, and more particularly described as Beginning on the north line of 51st Place, 66.00 feet N. 81° 00' 00" E. of the east line of 6th Avenue, said point of beginning also being the southwest corner of Lot Four (4) of said subdivision; thence N. 9° 00' 00" W. and parallel to said east line of 6th Avenue 41.00 feet; thence N. 81° 00' 00" E. and parallel to the north line of 51st Place 71.73 feet to a point in the east line of Lot Four (4) of said Block Eighty (80); thence N. 58° 43' 30" W. along and upon said east line 124.98 feet to a point in the south line a public alleyway, said point also being the northwest corner of Lot Two (2) of the aforesaid subdivision; thence N. 43° 27' 00" E. along and upon the south line

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of said alleyway and the northerly line of Lot Two (2), 54.24 feet; thence S. 46° 33' 00" E. 193.32 feet to a point in the north line of the aforesaid 51st Place, said point being 18.29 feet N. 81° 00' 00" E. of the southwest corner of Lot One (1) of the aforesaid subdivision; thence S. 81° 00' 00" W. along and upon said north line, 138.41 feet to the point of beginning.

for the sum of \$6,500.00, at any time during the term of this lease. In the event said option is exercised, the Lessor hereby agrees to deliver within a reasonable time a Quit Claim Deed therefor with a Guarantee Title Policy in the name of the Lessee, subject to a twenty (20) foot easement for the twenty-four inch (24") water main running across the eastern portion of the above described premises. Lessor agrees that said described property is embraced in the property covered by this lease, and that the rental for this lease shall be reduced to \$4,700.00 per year at such time as said property is conveyed by the Lessor to the Lessee.

13. It is further agreed that as part of the consideration for this lease, the Lessee agrees to do the following:

- (a) To expend a minimum of \$450,000.00, on Capital Improvements on that parcel of real estate described above and excepted from this lease, within three (3) years of the date said property is deeded to the Lessee by the Lessor.
- (b) To expend a minimum of \$30,000.00, on Capital Improvements to the real estate described above and which is the subject of this lease within three (3) years of the date of execution of this lease.

It is mutually understood that any unreasonable hardship arising out of a war, national emergency, strike, natural disaster or the like, shall entitle the Lessee to a reasonable extension of the time in which it is to complete the above required capital improvements. The term "Capital Improvements", as used in this lease, shall be defined as set forth in the Internal Revenue Code, and the U.S. Treasury Department Regulations shall apply.

14. It is further agreed that the Lessor shall assume the costs of relocating the twenty-four inch (24") water main which presently runs along the abandoned right-of-way of 5th Court, said water main to be relocated along 6th Avenue commencing at the intersection of 6th Avenue and the right-of-way of the vacated 5th Court; thence proceeding north along 6th Avenue to either 51st Place or a public alley; thence proceeding northeast in either 51st Place or said public alley to connect with the said existing twenty-four inch (24")

water main. In consideration of the Lessor relocating said water main along 51st Place the Lessee agrees to pay to the Lessor an additional one thousand dollars (\$1,000.00) per year rental to be added to the five thousand dollars (\$5,000.00) per year rental of this lease, said added amount to be paid as part of the rent in compliance with Paragraph 1, above, until the Lessor has been fully reimbursed for the cost of relocating the said twenty-four inch (24") water main, or until the total additional sum, paid in one thousand dollars (\$1,000.00) installments, reaches ten thousand dollars (10,000.00) whichever occurs first. In the event the said water main is relocated so that it runs along the public alley immediately north of 51st Place, the Lessee agrees to pay to the Lessor an additional one thousand dollars (\$1,000.00) per year to be added to the five thousand dollars (\$5,000.00) per year rental of this lease, said added amount to be paid as part of the rent in accordance with Paragraph 1, above, until the Lessor has been fully reimbursed for the cost of relocating the said twenty-four inch (24") water main, or until the total additional sum, paid in one thousand dollar (\$1,000.00) installments, reaches fifteen thousand dollars (\$15,000.00) whichever occurs first. In the event the water main is rerouted along 51st Place and then moved a second time at the request of the Lessee, then in that event the Lessee shall pay the entire cost of moving said main the second time.

-7-

WA 757 MAR 199

IN WITNESS WHEREOF, the said Board of Harbor Commissioners of Kenosha, Wisconsin, Lessor, has caused these presents to be signed by Stig G. Wira, its Chairman, and countersigned by John A. Serpe, its Secretary; and said DOWNTOWNER MOTOR-MARINA INN, INC., Lessee, has caused these presents to be signed by Louis J. Gatti, its President, and countersigned by Earl A. Guttormsen, its Secretary, at Kenosha, Wisconsin, and its corporate seal to be hereunto affixed this 18th day of July, 1967.

Signed in the presence of:

Genevieve B. Beard
Genevieve B. Beard
Verona E. Davies
Verona E. Davies

Board of Harbor Commissioners of Kenosha, Wisconsin

Stig G. Wira
Stig G. Wira, Chairman

Countersigned:

John A. Serpe
John A. Serpe, Secretary

Downtown Motor-Marina Inn, Inc.

Signed and sealed in the presence of:

Genevieve B. Beard
Genevieve B. Beard
Verona E. Davies
Verona E. Davies

Louis J. Gatti
Louis J. Gatti, President
Countersigned:
Earl A. Guttormsen
Earl A. Guttormsen, Secretary

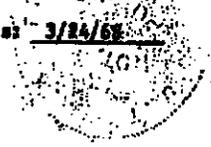


(corporate seal)

STATE OF WISCONSIN)
KENOSHA COUNTY) SS.

Personally came before me this 18th day of July, 1967, Stig G. Wiren, Chairman, and John A. Serpe, Secretary, of the aforementioned Board of Harbor Commissioners of Kenosha, Wisconsin, to me known to be such Chairman and Secretary of said Board; and Louis J. Gatti, President, and Earl A. Guttormsen, Secretary, of the aforementioned DOWNTOWNER MOTOR-MARINA INC., INC., to me known to be such President and Secretary of above mentioned Corporation, and to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Board and Corporation, by their authority.

Burton A. Scott
Notary Public, Kenosha County, Wis.
My Commission Expires: 3/24/68



APPROVAL OF COUNCIL

The City of Kenosha by action of its City Council this 3rd day of July, 1967, approves the foregoing lease.

William A. [Signature]
Mayor

Attest David V. Rieker
Deputy City Clerk

This Instrument Drafted by:
Burton A. Scott

RETURN TO -
city clerk

REGISTERS OFFICE
Kenosha County, Wis., U.S.
RECORDED AT 8:34 A.M.
ON JUL 31 1967 IN
RECORDS VOL 757 P. 123-201
William A. [Signature]
REGISTER OF DEEDS
900

LEASE AMENDMENT

By And Between

**PARKSIDE HOTEL, LTD., Lessee,
For Premises Known As
HOLIDAY INN-HARBORSIDE,
5125 - 6th Avenue,
Kenosha, Wisconsin (Lessee),**

And

**THE CITY OF KENOSHA, WISCONSIN,
And its BOARD OF HARBOR COMMISSIONERS**

WHEREAS, the Board of Harbor Commissioners of Kenosha, Wisconsin, with the approval of the Common Council of the City of Kenosha, Wisconsin, entered into a Lease dated the 18th day of July, 1967, with Downtowner Motor-Marina Inn, Inc., for a portion of the premises currently known as HOLIDAY INN-HARBORSIDE, located at 5125 - 6th Avenue, Kenosha, Wisconsin, which is used for automobile parking; and,

WHEREAS, Downtowner Motor-Marina Inn, Inc. has previously lawfully assigned its interest in said Lease to Kenosha Harbor Inn Enterprises by an Assignment of Lease dated April 17, 1970; and,

WHEREAS, Kenosha Harbor Inn Enterprises has previously lawfully assigned its interest in said Lease to Park Side Hotel Company by Assignment of Lease dated July 31, 1985; and,

WHEREAS, Park Side Hotel Company has previously lawfully assigned its interest in said Lease to PARKSIDE HOTEL, LTD. (Partnership) by Assignment of Lease dated December 15, 1986, the current LESSEE; and,

EXHIBIT

"B"

October 3, 2016 Pg. 7

WHEREAS, on July 28, 1993, LESSOR, CITY OF KENOSHA, WISCONSIN, and its BOARD OF HARBOR COMMISSIONERS, served a Notice of Lease Default upon LESSEE, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, LESSOR and LESSEE entered into this Agreement to resolve the issue of Lease default.

WITNESSETH:

LESSEE and LESSOR, in consideration of resolving a Notice of Lease Default, agree as follows:

1.) RELEASE OF EAST FIFTEEN (15') FEET OF THE SOUTH 396.5 FEET AND THE EAST SIXTY (60') FEET OF THE REMAINDER OF PARCEL NO. 12-223-31-177-014; AND, THE EAST FIFTY (50') FEET OF PARCEL NO. 12-223-31-177-001 OF LEASED PREMISES ABUTTING LAKE MICHIGAN. LESSEE permanently relinquishes all right and interest to the above described portion of leased premises abutting Lake Michigan, including associated riparian rights, as described on Exhibit "B", hereinafter referred to as "released premises", which is attached hereto and incorporated herein by reference. The portion of leased premises retained by LESSEE shall be hereinafter referred to as "retained premises".

2.) CONSTRUCTION OF SEAWALL PROTECTION AND PUBLIC PROMENADE. LESSOR will construct seawall protection in the form of a seawall, stone revetment or combination thereof, and will construct a public promenade (walkway) prior to the end of the 1995 construction season. In constructing said improvements, LESSOR shall be entitled to use entire leased premises, provided that LESSOR does what is in its power to mitigate any interruption of the business operations of LESSEE.

LESSOR will fill voids in parking lot and resurface parking lot abutting the released premises to the extent necessary to repair damage caused by the construction of improvements and undertake other work necessary to protect LESSOR'S improvements. The cost of doing such work on LESSEE'S retained premises is charged to LESSEE as an additional Lease Fee under paragraph 3., recovered over a five (5) year period of time. At LESSEE'S option, LESSOR will resurface parking lot of retained premises on the east side of the hotel building, and recover the actual cost of resurfacing by charging LESSEE an additional Lease Fee, over and above the Lease Fee specified in Paragraph 3., in equal installments, over a five (5) year period ending in 1999. LESSOR shall thereafter maintain said improvements in accordance with applicable Federal, State and City laws, rules and regulations.

3.) LEASE FEES. The parties hereto agree that lease fees may not be set at fair value as presently constituted, and agree to adjust same as follows:

Notwithstanding a reduction in the size of leased premises, the 1994 lease fees shall remain unchanged until December 31, 1994. Lease fees shall increase, effective January 1, 1994, from \$5,000.00 per year to \$7,500.00 for the year 1995; \$8,500.00 in 1996; \$9,500.00 in 1997; \$10,500.00 in 1998, and \$12,000.00 in 1999. Said payments for each of the years in questions shall be made in equal monthly installments.

In the year 2000, the parties shall be required to negotiate in good faith as to what the full fair market value of the leasehold interest in the land is. In the event that the parties are unable to reach an agreement as a result of said good faith negotiations, the fair market value of the leasehold interest in the land shall be determined through an arbitration process whereby each party appoints one appraiser and the two appoint a third. The decisions of the arbitrators may be filed in the Circuit Court of Kenosha

County pursuant to Wisconsin statutory law.

Notwithstanding the above, should leased premises be sold or assigned to another entity or party, excepting a lending institution which has a security interest in the property and exercises its rights to receive the property in the event of a default, the lease fee shall be established at the fair market value on the effective date of the sale or assignment. Said fair market value shall be determined pursuant to good faith negotiations between the parties or in the event of an impasse, each party may designate an appraiser who in turn shall designate a third appraiser and the conclusion of the appraisers may be filed with the Circuit Court of Kenosha County in accordance with Wisconsin statutory procedures therefor.

4.) PARKING FOR BOAT SLIPS. Should LESSOR install boat slips abutting the northern three hundred (300') feet of released premises, LESSEE shall allow LESSOR to have thereof, at no cost or expense, two (2) parking spaces per boat slip during the boating season, within an area of retained premises being within one hundred (100') feet of the boat slips.

5.) ASSIGNMENT BY LESSOR. THE BOARD OF HARBOR COMMISSIONERS assigns all of its right and interest in this Lease to THE CITY OF KENOSHA, WISCONSIN, who shall thenceforth be known as LESSOR.

6.) AUTHORITY.

a.) PARKSIDE HOTEL, LTD., enters into this Lease Amendment under authority of _____.

b.) CITY OF KENOSHA, WISCONSIN, enters into this Lease Amendment under authority of action taken by its Common Council on the 18th day of

July, 1994.

c.) BOARD OF HARBOR COMMISSIONERS enters into this Lease Amendment under authority of action taken by its Board on the 11th day of

July, 1994.

PARKSIDE HOTEL, LTD, Lessee

BY: [Signature]
LV SHARP, Partner
Date: _____

BY: [Signature]
TIMOTHY DORA, Partner
Date: _____

BY: [Signature]
ROBERT W. DORA, Partner
Date: _____

BY: [Signature]
JOSEPH J. DORA, Partner
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 1994, L.V. SHARP, TIMOTHY DORA, ROBERT W. DORA, and JOSEPH J. DORA, Partners, of PARKSIDE HOTEL, LTD., LESSEE, to me known to be such officers of said Partnership, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Partnership.

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

CITY OF KENOSHA, WISCONSIN

BY: [Signature]
JOHN M. ANTARAMIAN, Mayor
Date: 8-10-94

BY: [Signature]
GAIL F. PROCARIONE,
City Clerk/Treasurer
Date: 8-10-94

STATE OF WISCONSIN)
)SS.
COUNTY OF KENOSHA)

Personally came before me this 10th day of August, 1994,
JOHN M. ANTARAMIAN, MAYOR, and GAIL F. PROCARIONE, 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 corporation.

[Signature]
Notary Public, Kenosha County, WI.
My Commission expires/is: 7-26-98

BOARD OF HARBOR COMMISSIONERS

BY: [Signature]
BRUCE MCCURDY, Chairman
Date: 8-11-94

BY: _____
Date: _____

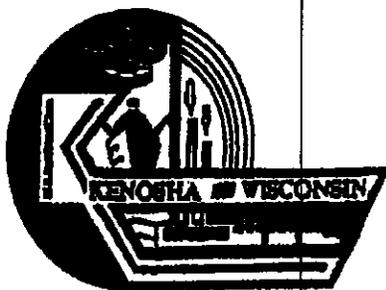
STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 11th day of August, 1994,
BRUCE MCCURDY, CHAIRMAN, and _____, for the
BOARD OF HARBOR COMMISSIONERS of the City of Kenosha, Wisconsin, to me
known to be such Chairman and _____ of said Commission, and acknowledged
to me that they executed the foregoing instrument as such officers as the agreement of
said Commission.

Donna M. Serynski
Notary Public, Kenosha County, WI.
My Commission expires/is: 7-26-98

Drafted by:
JAMES W. CONWAY,
City Attorney

OFFICE OF THE CITY ATTORNEY
MUNICIPAL BUILDING
625 - 52ND STREET 53140
PHONE (414) 656-8061
FAX (414) 656-8015



July 20, 1993

JAMES W. CONWAY
CITY ATTORNEY

EDWARD R. ANTARAMIAN
ASSISTANT CITY ATTORNEY

CHRISTINE M. GENTNER
ASSISTANT CITY ATTORNEY

Mr. Joseph Dora,
General Manager,
Holiday Inn - Harborside,
5125 - 6th Avenue,
Kenosha, Wisconsin 53140.

Re: Notice of Lease Default and
Demand That Corrective Action be
Taken Within Ninety (90) Days

Dear Mr. Dora:

PLEASE TAKE NOTICE that Parkside Hotel Limited Partnership, the owner and operator of the Holiday Inn-Harborside located at 5125 - 6th Avenue, Kenosha, Wisconsin, is in default of its lease with the City of Kenosha Board of Harbor Commissioners dated the 18th day of July 1967 in the following respects:

1.) Lessee has failed to perform the necessary maintenance and repair needed to keep the existing concrete dock wall in the same, or better, condition in order to protect the leased premises as required in Section 10 of the Lease. This violation is documented in your letter to Mayor John M. Antaramian dated July 6, 1993.

2.) Lessee has failed to keep the parking lot in a state of good repair as required in Section 10 of the Lease. This violation is documented in your letter to Mayor John M. Antaramian dated July 6, 1993.

3.) Lessee has failed to pay Hotel/Motel Room Taxes and filing fees required by Section 2.16 of the Code of General Ordinances, as required in Section 4 of the Lease. This violation is documented in the records of the City Clerk/Treasurer.

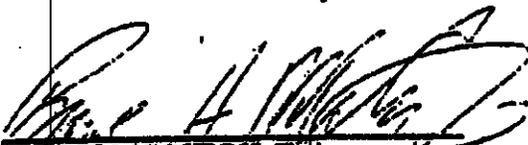
Should the above defaults not be corrected within ninety (90) days of your receipt of this notice, Lessor shall declare Lease forfeited, term ended, and it shall re-enter

EXHIBIT

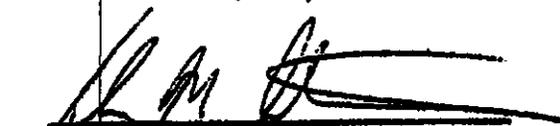
the demised premises with or without process of law, using such force as may be necessary to remove all persons, chattels, etc., therefrom in accordance with Section 11 of the Lease.

This notice is sent to you in your capacity of General Manager for and Partner of Parkside Hotel, Ltd.

Sincerely,


BRUCE MCCURDY, Chairman
Board of Harbor Commissioners
Dated: 7/26/93

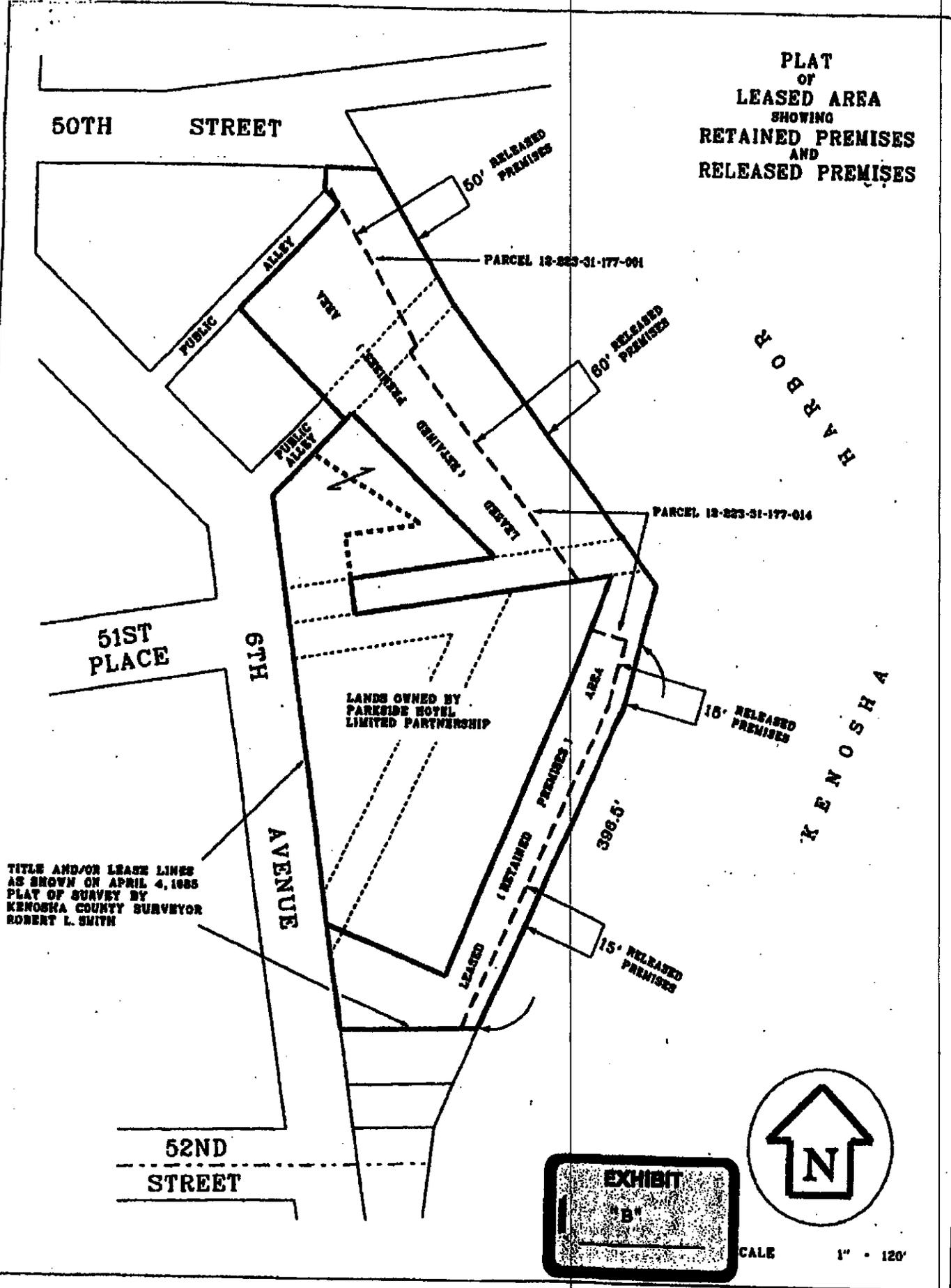

DANIEL S. WINKLER, Secretary
Board of Harbor Commissioners
Dated: 7/27/93


JOHN M. ANTARAMIAN, Mayor
City of Kenosha, Wisconsin
Dated: 7-27-93


JAMES W. CONWAY, City Attorney
City of Kenosha, Wisconsin
Dated: 7-27-93

JWC:rl

**PLAT
OF
LEASED AREA
SHOWING
RETAINED PREMISES
AND
RELEASED PREMISES**



PHILLIPS, RICHARDS, MAYEW & CORRIGALL, S.C.
ATTORNEYS AT LAW
1025 FIFTY-SIXTH STREET
KENOSHA, WISCONSIN 53141-0677

(414) 658-4604
FAX (414) 658-9346

DAVID L. PHILLIPS (Ret'd)
CHARLES J. RICHARDS (1931-1991)
DONALD E. MAYEW
Circuit Court Commissioner
KEVIN CORRIGALL

JOHN MAAN de KOK
Also Licensed in Illinois
DAVID C. RICHARDS

PLEASE ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 677
KENOSHA, WI 53141-0677

August 8, 1994

James Conway
City Attorney
Municipal Building
625 - 52nd Street
Kenosha, WI 53140

Re: Parkside Hotel, Ltd.
Lease Amendment

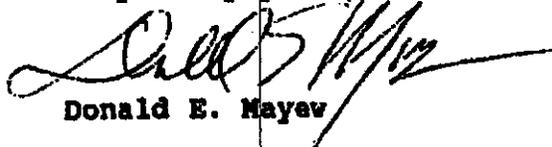
Dear Mr. Conway:

Enclosed please find the Lease Agreement between Parkside Hotel, Ltd. and the City of Kenosha.

However, because the parties involved are located in diverse areas of the Country, there is no possible way for me to notarize these signatures. Therefore, they have not been notarized. I really do not believe that this is essential to the validity of this Agreement. If you feel that the signatures need to be notarized we will have to recirculate the Agreement with specific instructions. However, this will take further time and effort.

Please advise.

Very truly yours,


Donald E. Mayew

DEM:mt
Enclosures

ASSIGNMENT OF KENOSHA PARKING LOT LEASE AGREEMENT

**Exhibit
B**

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is between **SYED SONS II KENOSHA, INC. AND MAYRA KENOSHA, INC.**, BOTH WISCONSIN DOMESTIC CORPORATIONS AND BOTH HAVING AN OFFICE AT 2447 BERLIN TURNPIKE, BERLIN, CONNECTICUT 06037 (hereinafter collectively referred to as "Seller" and sometimes referred to as "SYED" or "MAYRA," respectively), and **KAS REAL ESTATE HOLDINGS LLC, a Wisconsin Limited Liability Company**, having an address of 2723 W. Devon Avenue, Chicago IL 60659, (hereinafter referred to as "Buyer"), on this 28th day of July, 2016 (the "Agreement Date").

WITNESSETH:

WHEREAS, Seller is the owner of a certain parcel of land with the buildings and improvements situated thereon located at 5125 6th Avenue, Kenosha, WI 53140-3403 consisting of a 111 room Best Western Hotel; and

WHEREAS, Seller desires to sell the Premises and the business to Buyer, and Buyer desires to purchase the Premises, hereinafter defined, and the business from Seller, all on the terms and conditions contained herein.

NOW THEREFORE, the Seller and Buyer hereby agree for the consideration set forth herein, for themselves and their heirs, successors, administrators and assigns, as follows:

ARTICLE I

GENERAL PROVISIONS OF SALE

Section 1.1 - Description of Premises. Seller is the owner of a certain parcel of Land with all the buildings and improvements thereon, including without limitation all fixtures, mechanical systems, and equipment, located at 5125 6th Avenue, Kenosha, WI 53140-3403, as more particularly described in Exhibit A attached hereto ("Real Property"). The Real Property is operated as a 111-room Hotel, and such operation is pursuant to a franchise agreement with Best Western International, Inc. ("Primary Agreement"), a correct and complete copy of which has been delivered to Buyer. Seller is also the owner of certain tangible and intangible personal property located on and/or used in connection with the Real Property and the operation thereof as a Hotel, including without limitation the furniture and fixtures and other personal property described in Exhibit B attached hereto and supplies usable in the ordinary course of such operation as well as telephone and other directory listings, facsimile numbers and telephone numbers; computer domains and URLs and Web sites, (collectively "Personal Property"). The Real Property, Personal Property, all permits, licenses, goodwill and other matters relating thereto and to the business of the Hotel operated thereon for Seller, to the extent that the same exist and are transferable by Seller and all rights appurtenant to each of the foregoing, are referred to collectively herein as the "Premises". The Seller agrees to sell and convey and the Buyer agrees to purchase all Seller's right, title and interest in and to the Premises under the terms and conditions set forth herein. The sale of the Premises shall be made free and clear of all liabilities, obligations, liens, mortgages, pledges, security interests and encumbrances of any kind or nature, except those that are specifically set forth in this Agreement.

Section 1.1A - Inventory. On a mutually acceptable date within forty-five (45) days after the Agreement Date (the date that both parties have signed this Agreement and Buyer's attorney has approved the contract), Seller and Buyer shall each appoint a representative to conduct an

inventory of all Personal Property situated on the Real Property. Once approved by Seller and Buyer, said inventory of Personal Property shall be attached hereto as Exhibit B. It is the intent of the parties hereto that the Personal Property to be assigned at closing pursuant to a Bill of Sale will be all Personal Property presently situated on the Real Property, subject to depletions, replacements and additions in the ordinary course.

Section 1.2 - Consideration. The purchase price for the Premises is Six Million Two Hundred and Fifty Thousand and 00/100 (\$6,250,000.00) Dollars ("Purchase Price") and is to be allocated as follows: \$4,200,000.00 shall be attributed to the Seller MAYRA for the Real Property and the Personal Property and \$2,050,000.00 shall be attributed to the business of Seller SYED, for personal property; and is to be paid by Buyer and received by Seller (collectively) in the following manner:

- (a) By deposit to be paid by Buyer as set forth in Paragraph 1.3 below in the amount of Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars ("Earnest Money");
- (b) By payment of an additional Six Million and 00/100 (\$6,000,000.00) Dollars on the date of Closing (as defined below) subject to adjustments as set forth herein, which additional payment together with the Earnest Money will constitute the Purchase Price.

Section 1.3 - Earnest Money. The Earnest Money to be paid by Buyer in accordance with Section 1.2(a) shall be made within 5 business days after the Buyer's attorney either approves the Agreement or the parties reach an agreement on modifications pursuant to the Attorney Approval Contingency contained in Section 5.6. The Earnest Money shall be held in escrow at Fidelity National Title Insurance Company ("Escrowee") pursuant to Escrowee's usual form of earnest money escrow agreement. The amount paid in accordance with Sections 1.2 (a), shall be referred to as the "Earnest Money". At Closing the Earnest Money shall be released from escrow and paid to Seller and credited to the Purchase Price. If the Closing does not occur in accordance with this Agreement, then the Earnest Money shall be paid in accordance with the terms of this Agreement. If the Buyer does not terminate this Agreement pursuant to his right to terminate under Article 5 herein, the Earnest Money shall become non-refundable unless the Seller is in default of the terms and conditions hereof or unable to deliver marketable title to the Premises in accordance with the terms and conditions hereof.

Section 1.4 - Title Company as Escrow Holder. Seller and Buyer agree that the Earnest Money shall be held in escrow by the Escrowee.

Section 1.5 - Closing. The closing of title on the sale of the Premises shall take place at the office of Attorney Robert Moodie, Hippenmeyer, Reilly, Moodie, Blum, S.C., 720 Clinton Street, Waukesha, WI 53187-0766 on or before seventy-five (75) days after the Agreement Date ("Closing"). The Buyer shall be entitled to full possession of the Premises at the Closing, subject only to the rights of the occupants of guest rooms on the Premises.

Section 1.6 - Contracts. Seller has notified Buyer of any maintenance agreements, service contracts, equipment leases and other contracts, agreements and contract rights of any

kind concerning the operation of the Premises (collectively, the "Contracts") that Seller intends to transfer to Buyer as part of this transaction, which Contracts are listed on Exhibit G attached hereto and made a part hereof. Prior to the Closing Date, Buyer shall notify the Seller in writing prior to the expiration of the Due Diligence Period if Buyer elects not to assume any of the Contracts at Closing. Prior to the Closing, Seller shall give notice of termination of such disapproved Contracts to the vendors under such contract; provided, if by the terms of the disapproved contract Seller has no right to terminate same on or prior to Closing, or if any fee or other compensation is due thereunder as a result of such termination, Seller shall be required at Closing to indemnify Buyer against all obligations thereunder and to assume the obligation to pay any termination-related charge at Closing. The obligations of the Seller in this Section 1.6 shall survive the Closing. As to the Contracts assumed by Buyer, Buyer shall accept said Contracts and perform under the terms and conditions of said Contracts from and after Closing.

Section 1.7 - Title Company. The parties hereby agree that Fidelity National Title Insurance Company shall be the title company handling this transaction (the "Title Company" or "Escrowee").

ARTICLE II

ADJUSTMENTS

Section 2.1 - Adjustments. The following adjustments shall be made on the basis of a 365-day year as of the date of Closing in accordance with the prevailing custom and practice as established in the State of Wisconsin. The present custom is that all income and expenses for the Premises for the date of Closing is for the benefit of and obligation of the Buyer. Certain adjustments which may be in favor of Buyer or Seller may be made by bank check or attorney's client's fund checks.

- (a) Real estate taxes and personal property taxes, including all general and special assessments, based on the most recent tax statement(s) for such property, water, sewer and other municipal charges based on the most recent bills therefore and fuel (if any) based on the cost thereof paid by Seller, shall all be prorated as of the Closing;
- (b) Seller shall complete the electronic transfer return and pay the transfer fee in connection therewith.
- (c) Seller shall order final readings for all utilities servicing the Premises prior to Closing and shall pay the charges therefore; if any utilities are paid on a monthly basis, they shall be prorated at Closing.
- (d) Rentals and guest charges paid or payable up to and including the night preceding the date of Closing shall be for the account of Seller; rentals and guest charges payable for the night of the date of Closing shall be for the account of Buyer. On the date of Closing, Buyer and Seller, or their designated agents and representatives, shall prepare a listing of each guest at the Premises indicating thereon the date occupancy commenced and the projected checkout date.

- (e) If after Closing, Buyer shall collect any accounts belonging to Seller but for which Seller is not credited at Closing, Buyer shall promptly pay the same to Seller provided, however, that the parties agree that any such sums so collected shall be applied first to sums due to the Buyer. Seller shall retain the right to pursue collection remedies against any account belonging to Seller until all occupancy receipts due have been paid in full. The provisions of this section shall survive the Closing.
- (f) On the date of Closing, Seller shall provide Buyer with a complete schedule of post-closing confirmed reservations, which schedule shall list for whose benefit the reservation was made, the amount of prepaid rent, the amount of any room rental deposits, and the amount of any other deposits made for advance reservations and/or future services to be provided after the date of Closing. Buyer will honor, for its account, all pre-closing reservations as so confirmed by Seller for dates subsequent thereto at the then market rate or price unless prepaid in which event at the rate or price previously agreed by Seller. Seller shall pay to Buyer, or credit against the balance of the Purchase Price, the amount of all prepayments or deposits disclosed in such schedule effective on the date of Closing and subsequent thereto. Buyer shall pay to Seller the amount of the guest ledgers and the house banks pertaining to pre-closing rents, as of the date of the Closing. The provisions of this section shall survive the Closing.
- (g) On the date of Closing, Seller shall terminate all employment agreements and arrangements with its employees at the Premises ("Terminated Employees"). Seller shall pay all wages, salaries and benefits payable to the Terminated Employees up to and through 12:00 a.m. local time on the date of Closing. Buyer and Seller recognize and acknowledge that the Terminated Employees, as of the date of Closing, may have accrued and/or earned vacation benefits with respect to their services performed at the Premises. Seller acknowledges and agrees that Seller shall be fully and solely responsible for all such accruals and earning of vacation benefits of the Terminated Employees on or before Closing. Buyer may choose to rehire some or all of the employees if Buyer so elects and such employees agree to be rehired. The provisions of this subsection shall survive the Closing.
- (h) All operating and service contracts and agreements and all permits and taxes (other than ad valorem property taxes), including taxes or fees for licenses or permits which are assignable or transferable without added cost and have a value which will survive Closing, including without limitation any unpaid items payable in arrears, and all prepaid items benefiting the Premises assumed by Buyer such as prepaid insurance or prepaid postage, shall be prorated as of the date of Closing. All said contracts are listed on Exhibit G ("Contracts"). Seller will be credited for that portion of taxes and fees paid by it, if any, allocable to the period after the date of Closing. The provisions of this subsection shall survive the Closing.

ARTICLE III

TITLE TO BE CONVEYED

Section 3.1 - Deed. At the Closing, the Seller, at its expense, shall deliver to the Buyer a Warranty Deed in the form attached hereto as Exhibit C ("Warranty Deed") sufficient to convey

to the Buyer fee simple title to the Premises subject to the encumbrances shown on the Title Commitment to which Buyer has not objected ("Permitted Encumbrances").

Section 3.2 - Lien Rights. All work performed and/or material supplied to the Premises within a period of One Hundred Eighty (180) days immediately prior to the date of Closing shall be paid for in full by the Seller, and Seller will furnish Buyer with fully executed construction lien waivers for any such work, and a title insurance company owner's affidavit in customary form attesting to the fact that no persons, firms or corporations have a lien claim against the Premises.

Section 3.3 - Risk of Loss. From the date of this Agreement to the date of Closing, the risk of loss shall be on the Seller, and the Seller shall carry fire and extended coverage insurance on the buildings and personal property on the Premises. In the event that any of the buildings and personal property are destroyed or damaged by reason of fire, storm, accident or any other cause not within the control of the parties hereto and the damage is in excess of One Hundred Thousand and 00/100 Dollars (\$100,000.00) as determined by a licensed contractor satisfactory to both Buyer and Seller, the Buyer shall have the option to be exercised by giving notice from the Buyer to the Seller:

- (a) To elect to rescind this contract in its entirety, and upon such rescission, the Seller shall promptly refund all sums heretofore paid on account of the Purchase Price, whereupon all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end, and the earnest money shall be returned; or
- (b) To elect to receive from the Seller the proceeds from any fire or other insurance policies covering such injury or loss together with a credit towards the Purchase Price of any deductible amount relating thereto, in which event this Contract shall be carried out and shall be enforced as though such casualty had not occurred. Notice from Buyer to Seller as provided herein shall be given at any time before the delivery of the Deed unless the Seller shall give notice to the Buyer of the occurrence of such casualty, in which event the notice from Buyer to Seller shall be given within ten (10) days after receipt of such notice from Seller to Buyer.
- (c) Notwithstanding the provisions of this Section, if the total amount of the casualty loss is less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) as determined by a licensed contractor satisfactory to both Buyer and Seller, then in such event the Buyer shall accept the payment from the insurance proceeds and a credit toward the Purchase Price of any deductible amount relating thereto which sums shall equal the total amount of the casualty loss up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) and shall proceed with the Closing as if the casualty had not occurred provided, however, that Seller's insurance company has affirmatively acknowledged, in writing, responsibility for coverage of said claim and provided, further, the same does not make the Premises non-conforming to then existing zoning regulations or prevent the Buyer from repairing, restoring or replacing any as such damage.

Section 3.3A - Condemnation. If, prior to the Closing, there shall occur the taking or proposed taking by condemnation of all or such portion of the Premises as would, in Buyer's reasonable judgment, interfere with Buyer's use and enjoyment thereof, then Buyer may terminate its obligations under this Agreement by written notice given to Seller within seven (7)

days after Buyer has received notice of such condemnation from Seller, in which event the Earnest Money shall be immediately returned by the Escrow Agent to Buyer and neither party shall have any further obligations to the other hereunder. If Buyer does not so elect to terminate this Agreement, then the Closing shall take place as herein provided without abatement of the Purchase Price, and all condemnation awards or proceeds shall be paid to Buyer, and all rights to future payments of such awards or proceeds shall be assigned to Buyer, at Closing.

Section 3.4 - Title. Upon the execution of this Agreement, the Seller agrees to order a title commitment with a zoning endorsement and a gap endorsement, at Seller's sole cost and expense. Within five (5) business days of execution of this Agreement, Seller will deliver to Buyer an accurate Alta Survey of the Real Property ("Survey") and a current title insurance commitment for the Real Property issued by the Title Company ("Title Commitment") together with legible copies of all existing exceptions appearing in that Title Commitment (collectively, the "Title Documents"). It shall be Seller's obligation to provide an ALTA survey which is sufficient for the Title Company to delete the standard survey exceptions from the Title Commitment. In the event that the Title Company is willing to rely on the 2011 survey which is currently in Seller's possession, together with an affidavit of no change, that shall suffice. In the event the Title Company is not willing to delete the standard title exceptions on that basis, Seller must provide a current survey sufficient for the Title Company to delete those exceptions. The Title Commitment shall include a gap endorsement and a zoning endorsement, at Seller's expense. Within twenty (20) days from receiving the Title Documents, Buyer shall furnish to Seller written notice of any objections to title. Any matter not mentioned in the aforesaid notice shall not thereafter be deemed to affect the marketability of title, except for any encumbrance or title matter which shall arise or be recorded on the land records after the date of Buyer's title examination. The Buyer shall afford the Seller a reasonable time (which shall be deemed to be a period of not more than thirty (30) days from the date written notice of any defect is delivered by the Buyer to the Seller) to cure or correct any defects or objections to title. In the event Seller is unable to cure such defects or objections to title, the Buyer shall have the option either of accepting such title as the Seller can convey or of rescinding this Agreement; and if the Buyer shall elect to rescind, then the Seller shall repay to the Buyer all sums deposited on account of the Purchase Price plus reimbursement of Buyer's actual costs of title examination and this Agreement shall then be terminated without any further loss, cost, damage, right or remedy in favor of any party against the other. Notwithstanding the foregoing, Seller shall be required to remove any encumbrance which was voluntarily suffered or entered into by Seller or with Seller's consent subsequent to the effective date of this Contract and shall be required to pay off, or arrange or cause to be paid off and discharged at Closing, any mortgage, lien or security interest encumbering the Premises.

ARTICLE IV

CONDITION OF PREMISES

Section 4.1 - Condition of Premises. It is understood, acknowledged and agreed by Buyer that, except as otherwise herein expressly provided, Seller is not making, and specifically disclaims, any representations, warranties or covenants of any kind or character, express or

implied, with respect to the economic, functional, environmental and physical condition of the Premises, including, but not limited to, representations, warranties or covenants as to: (a) matters of title (other than Seller's warranty of title set forth in the Deed and the Bill of Sale to be delivered at the Closing), zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, projections, valuation, governmental approvals, governmental regulations or any other matter or thing relating to or effecting the economical, functional, environmental, or physical condition of the Premises; (b) the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Premises and of the business operated therein by Seller; (c) the manner or quality of the construction or materials incorporated into any of the Premises; or (d) the manner, quality, state of repair, or lack of repair of the Premises. Buyer agrees that with respect to the Premises, Buyer has not relied upon and will not rely upon either directly or indirectly, any representation or warranty of Seller and/or any agent, representative or servant of Seller except as otherwise set forth herein. Buyer represents and warrants to Seller that: (a) Buyer is a knowledgeable purchaser of real estate, and particularly hotels and Hotels; (b) Buyer is relying on Buyer's own expertise and that of Buyer's consultants with respect to the economic, functional, environmental and physical condition of the Premises, and Buyer is not relying on any warranties, representations or covenants by Seller or any agent for Seller including without limitation Broker except as specifically set forth in this Agreement; (c) Buyer will conduct such inspections, tests, studies and investigations of the Premises (including, but not limited to, the physical and environmental conditions thereof), and the economic and financial aspects of the Hotel business operated by Seller therein, as Buyer deems appropriate and shall rely upon the same; and (d) upon Closing, Buyer shall assume that adverse matters (including, but not limited to, adverse physical environmental conditions) may not have been revealed by Buyer's inspections, tests, studies and investigations of the Premises. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer, and Buyer shall accept the Premises in an "as is, where is" condition with all faults, and there are no agreements, representations, warranties or covenants (except as herein specifically provided and except for those contained in any transactional document provided pursuant to this Agreement or executed at Closing) collateral to or affecting the Premises, by Seller and/or any agent (including Broker), representative or servant of Seller or by any other person. Buyer expressly agrees that the terms and conditions of this Section shall survive Closing or any termination of this Agreement before Closing, and shall not merge therein, and the Seller is not liable or bound in any manner whatsoever by any verbal or written statements, representations, or information pertaining to the Premises furnished by any real estate broker, agent, employee, servant or other person unless the same are expressly set forth and referred to herein or Seller has otherwise specifically agreed herein to be bound thereby. The Seller will supply to the Buyer copies of any and all environmental reports which it may have with reference to the subject property upon the execution of this Contract.

Section 4.2 - Operation of the Premises. Until Closing, Seller shall operate and manage the Premises in the usual course of business in the same manner as on the date of this Agreement. Until the Closing or the earlier termination of this Agreement, Seller shall not enter into any encumbrance, lease, concession agreement or license agreement of the Premises or any portion of the Premises or any renewals or amendments of any of the same or any other contract or agreement with respect to the Premises without the express written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

ARTICLE V

CONTINGENCIES

Section 5.1 – Buyer’s Review of Premises. Buyer shall have until 5:00 p.m. on the date which is forty-five (45) days from the Agreement Date (“Due Diligence Period”) to inspect the Premises, and any and all documents related thereto, including without limitation an inspection of business books, minutes, records, accounts, ledgers, journals, governmental notices to make inquiries of creditors, attorneys and accountants as Buyer shall deem necessary in order to assist it in the purchase hereunder, and to perform, or have performed on its behalf, such tests, title examinations, zoning examinations, inspections and reports of and regarding the Premises, including without limitation environmental inspections, and a Phase I or Phase II environmental survey, as Buyer shall deem necessary in order to determine the suitability of the Premises. Seller shall provide Buyer and its agents access to the Premises so that such tests, examinations, reports, and inspections may be carried out. Buyer shall keep all information learned from the information delivered to Buyer and from Buyer's inspections of the Premises confidential and shall provide Seller with true, complete and correct copies of all reports obtained by Buyer based upon Buyer's inspections. Buyer agrees to cause any such inspections to be conducted (i) only after an appointment has been scheduled with reasonable notice to Seller; (ii) in a safe manner and without exposing persons or the Premises to unreasonable risk; (iii) in accordance with all laws and governmental regulations (including without limitation the obtaining of all necessary permits and approvals); (iv) with a minimum possible disruption of the Premises; and (v) in accordance with all limitations and standards set forth in any required governmental approvals and permits for this work. Buyer shall repair any damage to the Premises resulting from any such inspections and shall indemnify, defend (with counsel approved by Seller) and hold Seller harmless from and against any and all claims, damages and liabilities (including, without limitation, reasonable attorney's fees and costs) which arise directly or indirectly as a result of Buyer's or its agent's entry upon the Premises and its conducting of inspections of the Premises. In the event that Buyer, after performing the above-referenced inspections, examinations and investigations, is not fully satisfied with the Premises in its reasonable discretion, including any encumbrances which are unacceptable to Buyer, Buyer shall have the right to terminate this Agreement by written notice to Seller within 24 hours after the expiration of the Due Diligence Period, and thereupon this Agreement shall be void and the Earnest Money shall be refunded to the Buyer. Buyer shall continue to keep all information learned from such inspections confidential and shall return to Seller all items delivered to or received by Buyer pursuant to this Agreement if the Agreement is terminated. Time is of the essence as to Buyer’s review and inspection of the Premises.

Section 5.2 – Consent to Transfer and Assignment of Franchise Agreement. Buyer will contact Best Western International, Inc. and Best Western shall have consented to an assignment and transfer of the Franchise Agreement to the Buyer as of the end of the Due Diligence Period. In the event that Buyer is unable to obtain an assignment and transfer of the Franchise Agreement with Best Western International, Inc. prior to the end of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice to such effect to Seller, whereupon the Title Company shall promptly refund to Buyer the Earnest Money, and all rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end.

Section 5.3 – Seller’s Documents and Information. Within five (5) days of the Agreement Date, Seller shall deliver to Buyer (a) any and all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, landscape plans, environmental site assessments and/or reports and any other plans or studies of any kind (the “Plans and Studies”), if any, in Seller’s possession that relate to the Premises (provided Seller makes no representations or warranties as to the accuracy or completeness of any such studies, reports, plans or environmental audits other than that they are true, complete and accurate copies); (b) a statement of the Seller’s utility costs and expenses for the Premises for the last twelve (12) months; (c) detailed financial statements or tax returns for the years 2013, 2014 and 2015 and (d) copies of title insurance policies and surveys completed by Seller. In the event that Buyer terminates this Agreement under the provisions of this Agreement, Buyer shall promptly return the Plans and Studies, utility costs and expenses statements, and financial statements or tax returns to Seller. Should Seller fail to provide any of the information set forth above, then Buyer’s Due Diligence period shall be adjusted by adding one additional day for each day beyond said five (5) day period Seller has taken to provide such information.

Section 5.4 – Financing. Buyer’s obligation to consummate the transaction referred to herein is subject to and contingent upon the condition that Buyer be able to procure within 45 days of the Agreement Date, a firm commitment for a loan to be secured by a mortgage or trust deed on the Real Property in the amount of Five Million Six Hundred Twenty-Five Thousand Dollars (\$5,625,000), or such lesser sum as Buyer accepts, with interest not to exceed 5.75% a year to be amortized over at least twenty (20) years, the commission and service charges for such loan not to exceed 1.25%, with a balloon payment of not less than ten (10) years. If, after making every reasonable effort, Buyer is unable to procure such commitment within the time specified herein and so notifies Seller thereof within that time, this Agreement shall become null and void and all earnest money shall be returned to Buyer. Time is of the essence as to Buyer’s financing contingency.

Section 5.5 – Seller Renovations. Buyer’s obligation to consummate the transaction referred to herein is subject to and contingent upon the condition that Seller completes the following renovations:

- A. Renovation of the 4th Floor, including all new carpet, casegoods, mattresses and linens in accordance with renovations already completed on the other floors.
- B. The installation of a new boiler in the boiler room.
- C. Renovation of Breakfast Area.

Section 5.6 - Attorney Approval Contingency. Within ten (10) Business Days after Date of Acceptance, Attorney William Dallas, by Notice, may:

- A. Approve this Contract; or
- B. Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or
- C. Propose modifications except for the Purchase Price. If within ten (10) business days after such Notice, written agreement is not reached by the parties with respect to resolution of the proposed modifications, then either party may terminate this Contract by serving Notice, whereupon this Contract shall be null and void; or

- D. Propose suggested changes to this Contract. If such suggestions are not agreed upon, neither party may declare this Contract null and void and this Contract shall remain in full force and effect.

Unless otherwise specified, all Notices shall be deemed made pursuant to Paragraph C above. If Notice is not served within the time specified herein, the provisions of this paragraph shall be deemed waived by the Buyer and this Agreement shall remain in full force and effect. Time is of the essence as to Buyer's attorney approval contingency.

Section 5.7-Other Contingencies. All of the obligations of the Buyer under this Agreement are further subject to the following conditions:

(a) all representations and warranties made by Seller hereunder shall be true as of the time of the Closing of this transaction, as though such representations were made at such time; and,

(b) Buyer shall have obtained all licenses, permits, approvals and authority to operate a hotel business at the Premises, including liquor and business licenses.

ARTICLE VI

DELIVERY OF DOCUMENTS

Section 6.1 - Delivery of Documents-Seller. At the Closing, the Seller shall deliver to the Buyer the following documents (the "Documents"):

- (a) The Warranty Deed free from all encumbrances other than Permitted Encumbrances;
- (b) A Bill of Sale of all Personal Property without warranty except as to title and that all Personal Property is free and clear of all liens and encumbrances, in the form attached hereto as Exhibit E;
- (c) Required electronic real estate transfer return and payment of the required transfer fee;
- (d) Affidavits customarily required by title insurance companies in the State of Wisconsin for the issuing of title insurance protecting against mechanics' liens and parties in possession and deleting all standard exceptions which may be deleted based on a current ALTA survey;
- (e) Waivers of mechanics' liens executed by or on behalf of all persons, firms and corporations who shall have furnished materials or performed work or services on or at the Premises for the benefit of Seller during the period commencing One Hundred Eighty (180) days prior to the Closing;

- (f) An Affidavit stating that the Seller is not a "foreign person" as defined in Section 1445 (B)(2) of the Internal Revenue Code of 1986, as amended, in the form attached hereto as Exhibit F;
- (g) A Corporate Resolution authorizing each of the Seller Corporations to execute and deliver to Buyer the Documents, authorizations for entering into the Contract by each of the corporate Sellers, and a copy of their Articles of Incorporation within thirty days prior to the date of the Closing;
- (h) An assignment of any warranties or guaranties relating to the Premises, including
- (i) An assignment of Guest Contracts with a list of each guest at the Premises indicating the date occupancy commenced and the projected checkout date. Said assignment shall contain an indemnity from Seller to Buyer for acts or omissions prior to the date of Closing and an indemnity from Buyer to Seller for acts or omission after the date of Closing;
- (j) A schedule of post-closing confirmed reservations listing for whose benefit the reservation was made, the amount of prepaid rent, the amount of any room rental deposits and the amount of any other deposits made for advance reservations and/or future services to be provided after the date of Closing;
- (k) An assignment of all land use permits, licenses and approvals.
- (l) An executed Form 1099-S or other similar form as may be required by the Internal Revenue Code;
- (m) Assignment of all service contracts, equipment leases, and maintenance agreements, if any, along with executed originals of all such documents being assigned. Said assignment to contain a provision from Seller indemnifying the Buyer for acts or omissions of the Seller prior to the Closing and a provision from Buyer indemnifying the Seller from acts or omissions of the Buyer after the Closing;
- (n) Keys or codes to all doors located on the Premises, including any equipment and utility rooms;
- (o) Possession of the Premises subject only to those guests currently in possession;
- (p) A certified list of the payables as of the date of the Closing and an indemnification agreement regarding the same.
- (q) If applicable, Termination Agreement as it relates to any existing management
- (r) A letter of termination as it relates to each employee of Seller.

- (s) Proof that all sums due to Seller's franchisor have been paid through the date of the Closing
- (t) Such further instruments of conveyance, assignments, approvals, affidavits, waivers, consents, confirmations, releases, and other documents as Buyer or Buyer's title insurance company may determine to be reasonably necessary to effectuate the sale and transfer of all title, ownership and possessory rights in and to the Premises to Buyer, and to otherwise consummate and evidence the capacity and authority of Seller to consummate the transactions contemplated herein.
- (u) Seller shall provide to Buyer no less than 30 days prior to Closing a current UCC report from the Title Company showing that all of the Personal Property is free and clear of any liens or encumbrances.

Section 6.2 – Delivery of Documents-Buyer. At Closing the Buyer shall deliver the following:

- (a) The balance of the Purchase Price, subject to adjustments as set forth herein, in the amount of Six Million and 00/100 (\$6,000,000.00) Dollars by bank check or wire transfer.
- (b) Authorization to the Escrow Holder to release the Earnest Money in the amount of Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars to the Seller.
- (c) Such other documents as Seller or Seller's attorney shall reasonably require.

Section 6.3 – Sales Tax Clearance. The parties shall estimate the amount of sales tax due as a result of the transfer of the Personal Property. One hundred twenty-five percent (125%) of said estimate shall be escrowed with Escrowee, and the full amount of said sales tax shall be paid by Seller's attorney upon calculation by the Department of Revenue. In the event that the escrowed amount is not sufficient to pay the entire sales tax, Seller shall immediately pay the difference, plus any penalties thereon. In the event that the sales tax is less than the amount in the escrow, same shall be returned to Seller.

Section 6.4- Safes. On the Closing Date Seller shall cause the delivery to Buyer all of Seller's keys to all safes and safe deposit boxes (collectively, the "safes") at the Premises. On or prior to the Closing Date, Seller shall give written notices to those persons who have deposited items in any central safes (excluding in-room safes), advising them of the sale of the Premises to Buyer and requesting the removal or verification of their contents in the safes on the Closing Date. All such removals or verifications on the Closing Date shall be under the supervision of Seller's and Buyer's respective representatives. All contents which are to remain in the safes shall be recorded. Items belonging to guests who have not responded to such written notice by so removing or verifying their safe contents by the end of the day shall be recorded in the presence of the respective representatives. Any such contents so verified or recorded and thereafter remaining in the hands of Buyer shall be the responsibility of Buyer and Buyer hereby

agrees to indemnify, defend and hold Seller harmless from any liability therefor. Seller hereby agrees to indemnify and hold Buyer harmless from any liability arising from claims by guests for any loss of contents in the safes not verified or recorded on the Closing Date. The indemnification provisions of this section shall survive the Closing.

Section 6.5 Baggage: On the Closing Date representatives of Buyer and Seller shall take an inventory of all baggage, valises and trunks checked or left in the care of Seller at the Premises. From and after the Closing Date, Buyer shall be responsible for all baggage listed in said inventory and Buyer hereby indemnifies and agrees to hold Seller harmless from any liability therefor. Seller shall remain liable for any negligence or malfeasance with respect to such baggage which occurred prior to the Closing Date as well as for claimed omissions from said inventory, and hereby indemnifies and agrees to hold Buyer harmless from any liability therefore. The indemnification provisions of this Section shall survive the delivery of the Closing

Section 6.6 Non-Compete Seller represents and warrants to Purchaser that its sole shareholder, member, principal officer and manager is Syed Bokhari. Seller and Seller's shareholders, members, principal officers and managers, aforesaid, as an inducement to Buyer to enter into this Agreement and to consummate this transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree that for a period of five (5) years from and after the Closing date neither Seller nor Seller's shareholders, members, principal officers or managers aforesaid shall own or engage in, either directly or indirectly, as an officer, manager, partner, stockholder, shareholder, director, consultant, contractor, agent or proprietor, any hotel, motel or other business which is directly or indirectly competitive with the business being transferred pursuant hereto, within a radius of five (5) miles in each direction from the Business Premises. In furtherance hereof, Seller shall execute and Seller shall cause each of Seller's principal officers and shareholders to execute and deliver, at the time of Closing, a Restrictive Covenant incorporating the terms of this Section 6.6. The parties hereto recognize that irreparable injury to the business of the Buyer will inevitably occur in the event of a breach of the terms of this provision on the part of the Seller or Seller's shareholders, members, principal officers and managers. In such event, the Buyer shall be entitled, in addition to any other remedies and damages available, and without proof of monetary or immediate damage, to a temporary and/or permanent injunction to restrain the violation of this Restrictive Covenant by the Seller, Seller's shareholders, members, principal officers and managers, and any person or persons acting for or in active concert with either of them.

ARTICLE VII

SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller makes the following representations and warranties to Buyer which representations and warranties shall be true and correct both as of the date of this Agreement and as of the Closing, and upon which representations and warranties Buyer shall be entitled to rely thereon.

Section 7.1 – Power and Authority. Seller has the full right, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and the same have been duly authorized by all applicable corporate approvals. This Agreement shall be a valid and binding agreement of the Seller, enforceable against Seller in accordance with its terms, subject to creditors' rights, equity and similar exceptions. Neither Seller, nor any of its shareholders or members, is insolvent or the subject of any bankruptcy proceeding, receivership proceeding or other insolvency, dissolution, reorganization or similar proceeding.

Section 7.2 – Organization. Seller is composed of two Wisconsin corporations, duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and has all requisite power and authority to own, lease and operate its properties and to conduct the business presently conducted by it.

Section 7.3 – Notices. Licenses, Permits and Approvals. Seller has not received any written notice that the Premises fails to comply with all applicable licenses, permits and approvals and federal, state or local statutes, laws, ordinances, rules, regulations, requirements and codes including, without limitation, those regarding zoning, land use, building, fire, health, safety, environmental, subdivision, water quality, sanitation controls and the Americans with Disabilities Act, and similar rules and regulations relating and/or applicable to the ownership, use and operation of the Premises as it is now operated. Seller, to the best of Seller's knowledge and belief, has received all licenses, permits and approvals required or needed for the lawful conduct, occupancy and operation of the business of the Hotel, and each license and permit is in full force and effect, and will be received and in full force and effect as of the Closing. No licenses, permits or approvals necessary for the lawful conduct, occupancy or operation of the business of the Hotel, to the best of Seller's knowledge and belief, requires any approval of a governmental authority for transfer of the Property.

Section 7.4 – Status of the Premises. Seller has received no written notice regarding cancellation of any insurance on the Premises, or requiring performance of any repairs, alterations or other work thereon except as may have been disclosed to Buyer.

Section 7.5 – Litigation. There is no claim, suit, action, governmental investigation, litigation, administrative, arbitration or other proceeding of any kind pending against, relating to, or involving Seller, the Premises, or the business operated thereon, and to the best knowledge of Seller there are no facts or circumstances which, with the passage of time, the giving of notice or otherwise, reasonable may give rise to such a matter except as set forth on Exhibit 7.5 attached hereto and made a part hereof. There is currently pending a claim against Syed Sons II Kenosha, Inc. in the Waukesha County Circuit Court. The Plaintiff, Reliable Water Services, LLC, is making a claim for amounts due and owing on unpaid invoices. The Case Number is 2015-CV-2078. Syed Sons is disputing the amounts claimed due, and the matter is set for a hearing on damages. That will be heard by the Court on August 29, 2016. The amount in controversy is approximately \$14,000.00. Syed Sons has asserted the Plaintiff overcharged for its services and the equipment provided to the Hotel. Seller shall be required to resolve said litigation prior to Closing, or pay any amount that may be due and owing out of the sale proceeds. If said litigation is not completed by the date of Closing, Seller shall post an escrow of 150% of the amount claimed to protect Buyer.

Section 7.6 – Financial Statements. The financial statements and tax returns copies of which have previously been delivered to Buyer, ("Financial Statements") have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby and are true, correct and complete, make adequate provision for and fairly reflect any and all income and material liabilities, whether accrued, absolute, contingent or otherwise, and present fairly the items shown on such Financial Statements and the results of operations for the respective periods then ended. Except as disclosed in the Financial Statements Seller has no material liabilities and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against Seller which might give rise to any material liabilities against the Premises or the operation of the Hotel located thereon. Since the date of the Financial Statements, the Premises and the business thereon have been operated in the usual and ordinary course of business and there has been no change, event or occurrence which has materially and adversely affected or will, with the giving of notice, the passage of time or otherwise, materially and adversely affect the Premises.

Section 7.7 – Miscellaneous Representations.

There are no leased fixtures, equipment or personalty at the Premises and there are no other Contracts affecting the Premises except for those listed on Exhibit G attached hereto and made a part hereof. To the best of Seller's knowledge and belief, Seller has good and marketable fee simple absolute title to the Premises, subject only to the Permitted Encumbrances. Seller has good and marketable title to the Personal Property, free and clear of all liens, claims, encumbrances or other rights whatsoever, and there are no other liens, claims, encumbrances or other rights pending or of which Seller has received notice or which are otherwise known to Seller related to any other Personal Property. The assets constituting the Premises to be conveyed to Buyer hereunder constitute all of the property and assets of Seller used in connection with the operation and business of the Hotel. All appropriate utilities, including sanitary and storm sewers, water, gas, telephone, cable and electricity, are, to Seller's knowledge, currently sufficient and available to service the Hotel and all installation, connection or "tap-on", usage and similar fees have been paid.

Section 7.8 – Conflicting Instruments. The execution, delivery and performance of this Agreement by Seller will not constitute a breach or violation of any law, rule, regulation, judgment, order or other decree or contract by which Seller may be bound.

Section 7.9 – Employee Relationships. All employees currently employed by Seller are employees at will and shall be terminated by the Seller on the Closing Date. Seller shall be responsible for all arrangements in connection with the provisions for termination of all employees and the payment of all accrued liabilities to said employees through the Closing Date and shall indemnify and hold Buyer harmless as to same. There are, to the best of Seller's knowledge and belief, no (i) unions organized at the Hotel, (ii) union organizing attempts, strikes, organized work stoppages or slow downs, or any other labor disputes pending or threatened with respect to any of the employees at the Hotel, or (iii) collective bargaining or other labor agreements to which Seller or the Existing Manager or the Hotel is bound with respect to any employees employed at the Hotel.

Section 7.10 – Licenses and Permits. Up to the date of Closing, Seller represents that it has all required licenses and permits to operate the Premises as a Hotel in the City of Kenosha, Wisconsin.

Section 7.11 – Environmental. The Premises is not subject to any environmental orders or investigations. To the best of Seller's knowledge, the Premises have been operated by Seller in compliance with the Environmental Laws (defined below). Seller has not received any written notice of a pending or threatened action, demand, investigation or inquiry by any governmental entity or other person relating to any actual or alleged violations by Seller of Environmental Laws. As used in this Agreement, the term "Environmental Laws" means any and all applicable federal, state, and local laws, regulations and ordinances, relating to the environment, preservation or reclamation of natural resources, or to the management of any pollutant, contaminant or waste, or any toxic, radioactive or hazardous substance, chemical, material, petroleum product, constituent or waste regulated, or classified as such, in each case under any Environmental Law.

Seller represents to Buyer that, to the best of his knowledge, during the period following the date Seller acquired title to each of the parcels comprising the Premises, Seller has neither caused nor permitted the release of any Hazardous Substances onto any of the parcels comprising the Premises nor has Seller introduced any Hazardous Substances into any building thereon. Seller further represents that it has no knowledge that any of the parcels comprising the Premises are subject to the provisions of Wisconsin law. For purposes of this Section, the term "Hazardous Substances" shall include, without limitation: (i) any element, compound or chemical that is defined, listed or otherwise classified as a pollutant, toxic pollutant, toxic or hazardous substance, hazardous waste, special waste, extremely hazardous substance or chemical under any environmental Laws; (ii) petroleum and its refined products, petroleum derived substances and production wastes; (iii) any electrical equipment containing oil that contains polychlorinated biphenyls (PCBs); (iv) any flammable substances, explosives or radioactive materials; and (v) any raw materials used or stored by Buyer, building components, including, without limitation, asbestos containing materials and manufactured products containing Hazardous Substances.

The Seller, to its best knowledge, during the period following the date Seller acquired title to each of the parcels comprising the Premises, knows of no asbestos, lead or any underground petroleum or chemical tanks at the Premises. If there are any underground petroleum or chemical tanks servicing the Premises, the parties hereto agree that the Buyer shall during, the Due Diligence Period, have the ability to conduct testing that it deems necessary. If the results of such testing reveal contamination then the Buyer shall have the option of terminating this Contract and upon receipt of its Earnest Money the parties hereto shall have no further rights or obligations each to the other hereunder. Buyer is aware that Seller has recently performed a Phase I and Phase II environmental inspection on the Property. Seller shall provide a copy of both of said reports within five (5) business days of the execution of this Agreement. Buyer shall have the right to terminate the Contract should Buyer's environmental engineer determine that anything shown in the Buyer's Phase I or Phase II would create an environmental issue unacceptable to Buyer in Buyer's reasonable discretion. Buyer's right to terminate shall expire at 5:00 p.m. on the tenth (10th) business day following the execution of this Agreement. Time is of the essence as to Buyer's right to terminate.

Section 7.12 – Taxes. At Closing, Seller shall provide documents showing that all federal, state and municipal taxes applicable to the Premises or the business operated on the Premises have been paid, including but not limited to income tax, real estate tax, personal property tax and hotel tax.

Section 7.13 – Contracts. There are no Contracts concerning the Premises or the operation of the business thereon which are not terminable by the Seller. All Contracts which Seller intends to assign or transfer to Seller are listed on Schedule G attached hereto and made a part hereof.

Section 7.14 – Seller’s Indemnification. Seller hereby agrees to make whole, indemnify, defend (with counsel selected by Buyer) and hold Buyer, its successors and assigns, harmless from and against, a) any and all claims, liabilities, and obligations of every kind and description, contingent or otherwise, arising out of or related to the Premises and/or the operation thereof up to the date and time of the Closing of title that have not been listed on Schedule G and attached hereto and accepted by the Buyer; and b) any and all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Seller under this Agreement. Whenever there is an indemnification of Buyer by Seller in this Agreement, each such indemnification shall be the joint and several obligation of the Seller as previously defined herein.

Section 7.15 – Survival. The representations, warranties and covenants of Seller in this Section 7 shall survive the Closing hereunder.

In the event Seller shall, subsequent to the date hereof, acquire actual knowledge that any of the foregoing representations or warranties are materially inaccurate then the Seller shall promptly notify Buyer thereof and thereafter, Buyer shall have ten (10) days to notify Seller of its intention to terminate this Contract. Upon receipt of such notice Seller shall immediately return the Earnest Money to Buyer and upon Buyer’s receipt thereof this Contract shall become null and void and the parties hereto shall have no further obligation each to the other hereunder.

ARTICLE VIII

BUYER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.

Buyer makes the following representations and warranties to Seller which representations and warranties shall be true and correct both as of the date of this Agreement and as of the Closing, and upon which representations and warranties Seller shall be entitled to rely:

Section 8.1 – Power and Authority. Buyer has the full right, power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.

Section 8.2 – No Conflicting Instruments. The execution, delivery and performance of this Agreement by Buyer will not constitute a breach or violation of any law, rule, regulation, judgment, order or other decree or contract by which Buyer may be bound.

Section 8.3 – Independent Investigation. Buyer has made or will make its own independent investigation and due diligence analysis and, except for the representations and warranties expressly made by Seller herein, has relied upon its own expertise and its own experts in making its decision to purchase the Premises.

Section 8.4 – No Real Estate Broker. The Buyer represents that he was not introduced to the Premises or the Seller through any real estate broker or agent and that no such broker or agent will make any claim for a commission through the Buyer. If any broker or agent should make any claim through the Buyer, the Buyer will assume the defense of any action commenced to collect a commission and will hold the Seller and its agents, servants and employees harmless from any such claim including court costs and reasonable attorney's fees.

In the event Buyer shall, subsequent to the date hereof, acquire knowledge that any of the foregoing representations or warranties are inaccurate, Buyer shall promptly notify Seller thereof in writing and thereafter, Seller shall have ten business days to notify Buyer of its intention to terminate this Contract. Upon receipt of such notice Seller shall immediately authorize the return the Earnest Money to Buyer and upon Buyer's receipt thereof, this Contract shall become null and void and the parties hereto shall have no further obligation each to the other hereunder.

Each party warrants to the other that they have not been represented by a real estate broker in connection with this transaction. Each party shall indemnify the other from any enforceable claim of a real estate broker commission.

ARTICLE IX

CONCLUDING PROVISIONS

Section 9.1 – Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Section 9.2 – Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.

Section 9.3 – Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns, provided, however, this agreement may not be assigned without the prior written consent of the non-assigning party at its sole discretion; further provided, however, the Buyer shall have the right to assign all of his rights under the Purchase and Sale Agreement at any time to a Limited Liability Company established by him for the purpose of purchasing the subject property.

Section 9.4 – Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 9.5 – Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

Section 9.6 – Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Section 9.7 – Partial Invalidation. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

Section 9.8 – Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

Section 9.9 – Exhibits. All exhibits referred to in this Agreement shall be incorporated into this Agreement by such reference and shall be deemed a part of this Agreement as if fully set forth in this Agreement.

Section 9.10 – Notice. Any notice, demands or other communications permitted or required to be given hereunder (the “Notices”) shall be in writing and, if mailed postage prepaid by Federal Express or similar overnight delivery or by certified or registered mail, return receipt requested, or via facsimile transmission, or via electronic mail system such as email, shall be deemed given on the date of mailing, or the date and time of confirmed transmission via facsimile. Notices shall be addressed as follows:

To Buyer:

KAS REAL ESTATE HOLDINGS LLC
c/o Rajiv Singh
2723 W. Devon Ave.
Chicago, IL 60659

With a copy to:

Attorney William Dallas
Regas, Frezados & Dallas, LLP
20 N. Clark Street, #1103
Chicago, IL 60602

and

Attorney Richard Rakita
Weiss Berzowski LLP
700 N. Water Street, Suite 1500
Milwaukee, WI 53202

To Seller: Syed Sons II Kenosha, Inc. and
Mayra Kenosha, Inc.
2421 Berlin Turnpike
Berlin, CT 06037

With copies to: Attorney Robert Moodie, as Seller's Special Counsel
Hippenmeyer, Reilly, Moodie, Blum, S.C.
720 Clinton Street
Waukesha, WI 53187-0766

and

Attorney Gregory F. DeManche, as Seller's Counsel
DeManche McChristian, LLC
49 W. Main Street
Avon, CT 06001
greg@demc-law.com

Any address or name specified above may be changed by a notice given to the addressee by the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of this notice as of the date of such inability to deliver or rejection or refusal to accept.

Section 9.11 -Default: Damages.

- (a) The parties acknowledge that in the event of a default by Buyer and Seller is not in default, Seller's actual damages would be extremely difficult or impracticable to determine, therefore, the parties, being represented by counsel, agree that the amount of the Earnest Money has been agreed upon, as the parties' reasonable estimate of Seller's damage, and in the event that Buyer fails to perform all of Buyer's obligations under this Agreement, the Earnest Money, together with all interest earned thereon, shall be retained by Seller as liquidated damages and such shall be Seller's sole and exclusive remedy at law or inequity for any default by Buyer under this Agreement.
- (b) If the Seller defaults, and the Buyer is not in default, the Buyer shall have the right to the return of the Earnest Money together with actual out of pocket expenses not to exceed Fifty Thousand Dollars in the aggregate or the right to compel specific performance of this Agreement and the conveyance of the Property by the Seller in a court of competent jurisdiction.

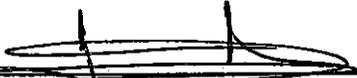
(signature page follows)

IN WITNESS WHEREOF, the undersigned parties of this Agreement have caused these presents to be executed by their undersigned officers, duly authorized, this 289th day of July, 2016.

Signed, Sealed and Delivered
In the Presence of:

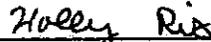
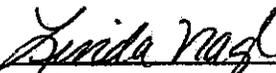
Witnesses:

SELLER:
MAYRA KENOSHA, INC.

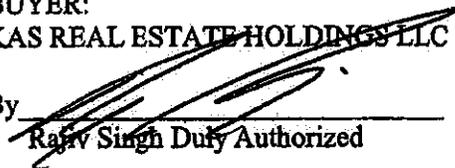
By 
Syed Bokhari, its President, Duly authorized

SYED SONS II KENOSHA, INC.

By 
Syed Bokhari, its President, Duly authorized


Holly Rios

LINDA NAGEL

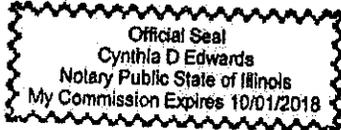
BUYER:
KAS REAL ESTATE HOLDINGS LLC

By 
Rajiv Singh Duly Authorized

STATE OF IL)
)
COUNTY OF DuPage)

ss: Oakbrook Terrace

On this 28 day of July, 2016, personally appeared Rajiv Singh, duly authorized President of KAS REAL ESTATE HOLDINGS LLC, as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of KSA REAL ESTATE HOLDINGS LLC, before me.



[Handwritten Signature]

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Avon

On this 28th day of July, 2016, personally appeared Syed Bokhari, duly authorized President of SYED SONS II KENOSHA, INC., as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before me.

Gregory F. DeManche
Commissioner of Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Avon

On this 28th day of July, 2016, personally appeared Syed Bokhari, duly authorized President of MAYRA KENOSHA, INC., as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before me.

Gregory F. DeManche
Commissioner of Superior Court

IN WITNESS WHEREOF, the undersigned parties of this Agreement have caused these presents to be executed by their undersigned officers, duly authorized, this 28th day of July, 2016.

Signed, Sealed and Delivered
In the Presence of:

Witnesses:



Gregory F. DeManche

Christopher J. Lytle

SELLER:
MAYRA KENOSHA, INC.

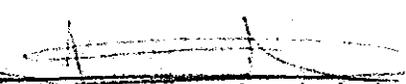
By 
Syed Bokhari, its President, Duly authorized



Gregory F. DeManche

Christopher J. Lytle

SYED SONS II KENOSHA, INC.

By 
Syed Bokhari, its President, Duly authorized

BUYER:
KAS REAL ESTATE HOLDINGS LLC

By _____
Rajiv Singh Duly Authorized

STATE OF _____)
)
COUNTY OF _____) ss: _____

On this ___ day of July, 2016, personally appeared Rajiv Singh, duly authorized _____ of KAS REAL ESTATE HOLDINGS LLC, as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of KSA REAL ESTATE HOLDINGS LLC, before me.

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss: Avon

On this 28th day of July, 2016, personally appeared Syed Bokhari, duly authorized President of SYED SONS II KENOSHA, INC., as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before me.



Gregory F. DeManche
Commissioner of Superior Court

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss: Avon

On this 28th day of July, 2016, personally appeared Syed Bokhari, duly authorized President of MAYRA KENOSHA, INC., as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before me.



Gregory F. DeManche
Commissioner of Superior Court

SCHEDULE OF EXHIBITS

Exhibit A - Description

Exhibit B - Personal Property

Exhibit C - Statutory Form Warranty Deed

Exhibit D - Permitted Encumbrances

Exhibit E - Bill of Sale

Exhibit F - FIRPT A Affidavit

Exhibit G - Contracts

Exhibit A

Description

All that certain parcel of land with the buildings and improvements thereon, known as 5125 6th Avenue and located in the Town of Kenosha, County of _____ and State of Wisconsin, being more particularly bounded and described as follows:

Legal Description to be Provided

Exhibit B

Personal Property

Inventory/List of Personal Property to be Provided.

Exhibit C
Warranty Deed
ATTACHED

Exhibit D

Permitted Encumbrances

To be identified.

Exhibit E

Bill of Sale

**BILL OF SALE OF PERSONAL
PROPERTY**

KNOW ALL MEN BY THESE PRESENTS:

THAT, MAYRA KENOSHA, INC. a Wisconsin domestic corporation having an office at 2421 Berlin Turnpike, Berlin, Connecticut 06037 ("Seller"), for the consideration of One Dollar and other good and valuable consideration, received to its full satisfaction of _____, a _____ having an office at _____ ("Buyer"), does hereby bargain, sell, transfer and convey unto the said Buyer the articles of personal property located at 5125 6th Avenue, Kenosha, WI _____ more particularly described on Exhibit A, attached hereto and made a part hereof free and clear of all liens and encumbrances and with Warranty Covenants as it relates to title ("Personal Property").

TO HAVE AND TO HOLD the same to the Buyer, its successors and assigns, forever, to its and their proper use and behoof. And the Seller, for itself, its successors and assigns, covenants and agrees with the Buyer to warrant and defend title to the Personal Property to the Buyer, against all persons whatever. The Personal Property is conveyed **As Is, Where is** without any other warranty or guaranty as it relates to their physical condition only.

Signed _____, 2016.

Witnessed by:

MAYRA KENOSHA, INC.

By: _____
Syed Bokhari, its President, Duly authorized

STATE OF CONNECTICUT)

)

ss:

Avon

COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me on 28th day of July, 2016 by Syed Bokhari, duly authorized President of MAYRA KENOSHA, INC., a Wisconsin domestic corporation on behalf of the corporation.

Gregory F. DeManche
Commissioner of Superior Court

Exhibit F

FIRPTA Affidavit

**CERTIFICATION OF SELLER WITH RESPECT TO
FOREIGN INVESTMENT IN REAL PROPERTY
[I.R.C. SECTION 1445(b)(2)]**

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by:

SYED SONS II KENOSHA, INC. and MAYRA KENOSHA, INC. (hereinafter "Transferors"), the undersigned hereby certifies the following on behalf of the Transferors:

1. **Transferors** are not foreign corporations, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. **Transferors** are not disregarded entities as defined in § 1.1445-2(b)(2)(iii);
3. **Transferors** U.S. employer identification number are _____ as to SYED SONS KENOSHA, INC and _____ as to MAYRA KENOSHA, INC.; and
4. **Transferors** office address is: 2421 Berlin Turnpike, Berlin, CT 06037

Transferors understand that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein may be punishable by fine, imprisonment or both.

Under threat of penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of **Transferors**.

DATE: _____
2016

By _____
Syed Bokhari, its President Duly authorized

Schedule G

Contracts

To be Provided

2017 Community Development Block Grant Fund Allocation Plan. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

This item was approved by the Community Development Block Grant Committee on September 13, 2016. It will also be reviewed by Finance Committee before final approval by the Common Council.

LOCATION AND ANALYSIS:

Site: City-Wide

1. The Community Development Block Grant (CDBG) Committee is responsible for developing and preparing the Allocation Plan for the 2017 CDBG Program. A copy of the 2016 Plan is attached along with the Executive Summary and Priority Needs from the recently adopted Consolidated Plan.
2. The new plan should consider the following:
 - a. A project funded with CDBG funds must fit into one of three (3) Federally identified categories:
 - Low and moderate income benefit.
 - Elimination of slums and blight.
 - Urgent need (emergency situation-disaster).

70% of the funds expended during the 2017-2019 Program years must benefit low to moderate income persons.

b. Funding Categories:

- Below are the categories and percentages that were used during the prior program years:

PROGRAM CATEGORY	2008	2009	2010	2011	2012	2013	2014	2015	2016
Public Service	15%	15%	15%	15%	15%	15%	15%	15%	15%
Planning & Management	20%	20%	20%	20%	20%	20%	20%	20%	20%
Housing & Neighborhood Improvement	62-65%	62-65%	53-63%	65%	65%	65%	65%	65%	65%
Economic Development	0-3%	0-3%	0-12%						

c. Funding Level Limitations:

- There are two (2) regulatory limitation on the level of funding.
 - First - Planning, Management and General Administration costs cannot exceed 20% of the total funds expended.
 - Second - only 15% of the total funds can be used for public service projects.

d. Planning/Administration:

- These funds are used to administer the CDBG Program and for comprehensive planning activities which include:
 - Comprehensive Plans
 - Individual Project Plans
 - Community Development Plans
 - Capital Improvement Plans
 - Small Area and Neighborhood Plans
 - Analysis of Impediments of Fair Housing choice

- Environmental and Historic Preservation studies
- Functional Plans (housing, land use, energy conservation or economic development)

- Priority
 - Emphasis needs to be placed on addressing the Priority needs as identified in the Consolidated Plan.

- Reduction/Increase in Funding
 - Direction needs to be provided on what happens if the City receives additional funding as well as if there is a reduction in funding.

- Reprogramming of Funds
 - Direction needs to be provided on how funds designated to be reprogrammed will be reallocated.

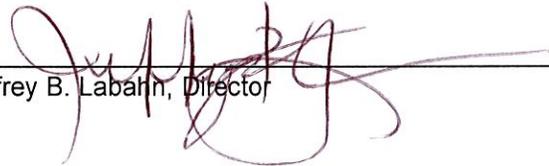
RECOMMENDATION:

A recommendation is made to approve the 2017 Community Development Block Grant Allocation Plan.



Tony Geliche, Community Development Specialist

/u2/acct/cp/ckays/ICPC/2016/SEP22/3Staff-AllocPlan.doc



Jeffrey B. Labahn, Director

Community Development Block Grant Fund Allocation Plan 2017

I. INTRODUCTION

The Community Development Block Grant's primary objective is the development of viable communities by creating suitable living environments, maintaining and creating decent housing, and creating and maintaining job opportunities for low and moderate income persons.

Communities which are eligible for Community Development Block Grant (CDBG) funds, otherwise known as "entitlement cities," must develop an Allocation Plan stating community goals and objectives on how CDBG funds should be used and spent.

The Fund Allocation Plan has been prepared by the CDBG Committee on Community Development Block Grants to provide a basis for funding decision for Program Year 2017.

The committee was established in order to:

1. Develop an Allocation Plan
2. Reexamine the process for allocating CDBG funds
3. Become actively involved in the awarding of CDBG applications by conducting interviews of all potential applicants, and making recommendations to the Finance Committee and City Plan Commission on which projects should be funded.

The Fund Allocation Plan establishes program categories, funding percentages, and the basis for allocating dollar amounts.

II. FUNDING CATEGORIES

There are three (3) local funding categories: Public Service, Housing, Neighborhood Improvement/Economic Development and Planning/Management. Proposals must fall within one (1) of the three (3) mentioned categories and will be evaluated on that basis. Projects will be competing for the funds allocated to the respective category. The types of projects that will be considered under each category are as follows:

PUBLIC SERVICE

- Project/Program Delivery Costs
- Equipment to Support Program Services

HOUSING, NEIGHBORHOOD IMPROVEMENT / ECONOMIC DEVELOPMENT

- Housing Rehabilitation
- Code Enforcement Programs
- New Housing Construction
- Historic Preservation
- Neighborhood Projects
- Public Improvements
- Facility Improvements
- Revolving Loan Fund

- Revolving Business Loan programs
- Job Creation for Low/Moderate Income Benefit
- Commercial Revitalization

PLANNING / MANAGEMENT

- CDBG Implementation
- Comprehensive Planning
- Studies and Long Range Planning

The programs listed above must meet one of the following National Objectives:

- benefiting low and moderate income persons,
- addressing slums or blight,
- meeting a particular urgent community development need.

The programs must also comply with all Department of Housing and Urban Development guidelines and regulations stipulated in 24 CFR Part 570 of the Housing and Community Development Act of 1987.

III. EVALUATION CRITERIA

The following criteria will be used to evaluate proposals. Proposals should address the criteria in order to be considered for funding.

PUBLIC SERVICE PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Public Service Project, the proposal must be contained in the Consolidated Plan.

Benefit

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- 51% of the persons directly benefiting are from low-to-moderate income households, or
- 51% of the persons residing in the area being served are low-to-moderate income

Project Type

To be considered for funding as a Public Service Project, the proposal must demonstrate that:

- the project is a new project, or
- the project is a quantifiable increase in a service already being provided

Leveraging

To be considered for funding as a Public Service Project, the proposal must demonstrate

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Measurable Outcomes

Proposals shall list the measurable qualitative outcome that will result from the use of funds.

HOUSING PROJECTS

Proposals must be either a Single Family Project or a Multi-Family Project.

Single Family Project

To be considered for funding as a Single Family Project, the proposal must be one of the following:

- acquisition/rehabilitation
- demolition
- new construction

Multi-Family Project

To be considered for funding as a Multi-Family Project, the proposal must be one of the following:

- acquisition/rehabilitation of two or more unit dwellings
- need to be structures that were built as multi-family dwellings
- construction of two or more adjoining units, but not more than 8 units

Proposals must also address the following:

Plan Consistency

To be considered for funding as a Housing Project, the proposal must be contained in the Consolidated Plan.

Benefit

To be considered for funding as a Housing Project, the proposal must benefit:

- 100% low-to-moderate income households for single family projects
- 51% low-to-moderate income households for multi-family projects

Leveraging

To be considered for funding as a Housing Project, the proposal must demonstrate:

- leveraging of funds (private, bank, HOME, HRCI, etc.)
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Location

To be considered for funding as a Housing Project, the proposal must be located within the City's Reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

PUBLIC IMPROVEMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Public Improvement Project, the proposal must be contained in the Consolidated Plan.

Benefit

To be considered for funding as a Public Improvement Project, the proposal must benefit:

- > 51% low-to-moderate income households, or
- > eliminate slums or blight

Leveraging

To be considered for funding as a Public Improvement Project, the proposal must demonstrate:

- > leveraging of funds
- > CDBG is not the sole source of funding
- > the ability to cover the cost of implementing the plan

Location

To be considered for funding as a Public Improvement Project, the proposal must be located within the City's reinvestment Neighborhood.

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

FACILITY PROJECTS

Funds received (over \$1,000) for the improvement or construction of facilities shall be secured by a property title lien until the property is sold or leased to a for-profit entity or a non-CDBG eligible not-for-profit entity.

Proposals must address the following:

Plan Consistency

To be considered for funding as a Facility Project, the proposal must be contained in the Consolidated Plan.

Benefit

To be considered for funding as a Facility Project:

- > the Agency must serve 51% low-to-moderate income persons, or
- > the Project must eliminate slums or blight

Leveraging

To be considered for funding as a Facility Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as a Facility Project, the proposal must demonstrate the following:

- the Project will enhance the services provided by the applicant
- effect or relationship of the project to programming
- the Project is necessary to address conditions detrimental to public health and safety

Location

Emphasis will be placed on proposals that address activities in local Neighborhood Strategies.

ECONOMIC DEVELOPMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as an Economic Development Project, the proposal must be contained in the Consolidated Plan.

Benefit

To be considered for funding as an Economic Development Project, the proposal must benefit:

- 51% low-to-moderate income persons through job creation or retention activities, or
- eliminate slums or blight

Leveraging

To be considered for funding as an Economic Development Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as an Economic Development Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project is necessary to address conditions detrimental to public health and safety

Measurable Outcomes

Proposals shall list the measurable qualitative outcomes that will result from the use of funds.

PLANNING / MANAGEMENT PROJECTS

Proposals must address the following:

Plan Consistency

To be considered for funding as a Planning/Management Project, the proposal must be contained in the Consolidated Plan.

Benefit

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the impact the project will have on the community.

Leveraging

To be considered for funding as a Planning/Management Project, the proposal must demonstrate:

- leveraging of funds
- CDBG is not the sole source of funding
- the ability to cover the cost of implementing the plan

Need

To be considered for funding as a Planning/Management Project, the proposal must demonstrate the following:

- the Project will enhance the area in which the Project is located
- the Project will enhance or relate to the Agency's long term programming

IV. FUNDING ALLOCATION FOR 2017

(based on the following allocation)

2017 Entitlement Allocation (Estimated) \$942,787

The categorical percentages established for the CDBG Program for 2017 are listed below:

<u>Program Category</u>	<u>Percentage of Total Program</u>
Public Service	15%
Planning/Management	20%
Housing, Neighborhood Improvement/Economic Development	65%

If there is a reduction in CDBG funds received for the year 2017, reductions will be made across the board. If there is an increase of \$25,000 or less in CDBG funds received for the year 2017, funds will be distributed proportionally to those that were allocated funding, except for those that were fully funded, up to the requested amount. If the increase is more than \$25,000, funds will be allocated to a Street Resurfacing Fund.

Priority

Priority will be given to proposals that address the following:

- Decent Affordable Housing
- Create Suitable Living Environments for Low-to Moderate Income Persons
- Create Economic Opportunity

V. REPROGRAMMING OF FUNDS

All funds available for reprogramming during the 2017 program year are designated to be reprogrammed by the CDBG Committee as determined by the CDBG Committee.

VI. TIMELINESS

All projects funded must be initiated within 12 months of receipt of funds. Agencies requesting extensions shall demonstrate an urgent or critical reason for the extension. Extensions shall not exceed six months.

VII. FUNDING REQUESTS

Requests for funding will be allowed once per year during the acceptance of applications. The CDBG Committee will not entertain any special requests, whether they are an emergency or not, at any other time throughout the year. Multi-year funding requests may be considered.

VIII. INELIGIBLE ACTIVITIES

- Government buildings, except to remove architectural barriers
- General government expenses, except administration of CDBG program/comprehensive planning
- Political activities
- Income payments
- Motor vehicles

IX. LIENS

Liens will be placed on real property that is improved with the use of CDBG funds. Such liens shall remain until the property is sold by the agency receiving the CDBG funds.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 17

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 09/01/16 through 09/15/16 and have approved the disbursement as follows:

1. Checks numbered from 161142 through 161450 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>3,315,542.33</u>
SUBTOTAL	<u>3,315,542.33</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,462,345.30

TOTAL DISBURSEMENTS APPROVED **4,777,887.63**

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

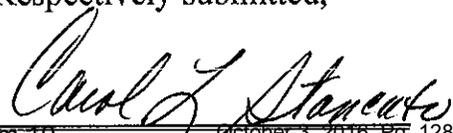
Patrick Juliana

Scott Gordon

Curt Wilson

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

Respectively submitted,



Finance Committee Agenda Item 10
Common Council Agenda Item M.2.
October 3, 2016 Pg. 128
Director of Finance

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

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #17

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 09/16/16

Prepared By: *1/6*

Reviewed By:

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161142	9/02	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	08/16 4605 8 AVE	98.00
			110-09-56501-259-569	08/16 4121 28 AVE #4	90.12
			110-09-56501-259-569	08/16 1712 55 ST	90.12
			110-09-56501-259-569	08/16 1023 45 ST	78.00
			110-09-56501-259-569	08/16 1323 50 ST	75.00
				..... CHECK TOTAL	431.24
161143	9/02	CHESTER ELECTRONICS SUPPLY	630-09-50101-393-000	08/16 SE ATERIALS	25.94
161144	9/02	VIKING ELECTRIC SUPPLY	110-03-53109-374-000	07/16-ST ELECTRICAL	431.76
			110-03-53109-375-000	08/16-ST ELECTRICAL	289.89
			110-03-53109-375-000	08/16-ST ELECTRICAL	235.74
			110-03-53109-375-000	08/16-ST ELECTRICAL	81.06
			110-03-53109-375-000	08/16-ST ELECTRICAL	81.06
			110-03-53109-375-000	07/16-ST ELECTRICAL	54.97
			110-03-53109-375-000	08/16-ST ELECTRICAL	44.14
			110-03-53109-374-000	08/16-ST ELECTRICAL	27.98
				..... CHECK TOTAL	1,246.60
161145	9/02	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	09/16-HEALTH SVCS	57,508.75
161146	9/02	BREEZY HILL NURSERY	110-05-55103-353-000	RED GRANITE	329.43
			110-05-55103-353-000	RED GRANITE	278.08
				..... CHECK TOTAL	607.51
161147	9/02	BURR OAKS GREENHOUSE	110-05-55103-353-000	BARREL PLANTERS	5,000.00
161148	9/02	HWY C SERVICE	501-09-50105-282-000	08/16-SW SERVICE/PAR	700.00
			630-09-50101-393-000	08/16-SE SERVICE/PAR	278.04
			501-09-50105-235-000	08/16-SW PARTS/SERVI	198.54
			630-09-50101-393-000	08/16-SE#3120 PARTS	137.45
			630-09-50101-393-000	08/16-SE#3291 PARTS	11.32
				..... CHECK TOTAL	1,325.35
161149	9/02	ICMA RETIREMENT TRUST	110-00-21572-000-000	8/16-31/16 DEDCTS	56,847.66
			110-00-21599-000-000	8/16-31/16 DEDCTS	10,835.64
			110-00-21524-000-000	8/16-31/16 DEDCTS	460.00
				..... CHECK TOTAL	68,143.30

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161150	9/02	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	W/E 8/27 CITY	8,464.00
			110-00-21562-000-000	W/E 8/27 WATER	3,166.62
			110-00-21562-000-000	W/E 8/27 MUSEUM	15.00
				..... CHECK TOTAL	11,645.62
161151	9/02	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/8/16 HOFMANN	1,410.64
			110-09-56405-161-000	7/12/16 LUCCI	859.32
			110-09-56405-161-000	7/15/16 KINZER	400.93
			110-09-56405-161-000	7/15/16 SINGH	400.93
			110-09-56405-161-000	7/15/16 JURGENS	400.93
			110-09-56405-161-000	7/7/16 DRISSEL	258.90
	..... CHECK TOTAL	3,731.65			
161152	9/02	KENOSHA NEWS	110-01-50101-321-000	07/6/16-CC MINUTES	350.07
			110-01-50101-321-000	07/18/16-CC MINUTES	283.74
			110-01-51601-321-000	07/16-CD TID#4 PUBLI	58.86
			110-01-51601-321-000	07/16-CD TID#8 PUBLI	52.02
			110-01-51601-321-000	07/16-CD TID#11 PUBL	32.64
			110-01-51601-321-000	07/16-CD TID#4 PUBLI	25.78
			110-01-51601-321-000	07/16-CD TID#8 PUBLI	23.77
			110-01-50301-219-000	08/16-CELLULAR CONN	23.77
			110-01-50301-219-000	08/16-CHERRY BERRY P	23.10
			110-01-50301-219-000	08/16-SOL D'LICIOUS	23.10
			110-01-50301-219-000	08/16-LE SST LIGHTS	23.10
			110-01-50301-219-000	08/16-MDWST ALLIGNMT	22.43
			110-01-50301-219-000	08/16-RED BRICK CARW	22.43
			110-01-51601-321-000	07/16-CD TID#11 PUBL	20.42
110-01-50101-321-000	08/16-2ND RDG ORD PU	17.07			
	..... CHECK TOTAL	1,002.30			
161153	9/02	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	TRAFFIC CONTROLLER	826.00
161154	9/02	AMERICAN BOTTLING CO.	524-05-50101-397-000	08/16-GO SOFT DRINKS	124.44
			524-05-50101-397-000	08/16-GO SODA	107.02
				..... CHECK TOTAL	231.46
161155	9/02	WISCONSIN FUEL & HEATING	630-09-50101-393-000	08/16-SE LUBRICANTS/	1,993.75
161156	9/02	BECKER AWNING	110-02-52206-367-000	08/16 FD #3 TURNOUT	50.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161157	9/02	BROOKS TRACTOR, INC.	630-09-50101-393-000	08/16 SE PARTS & MAT	55.10
161158	9/02	C.J.W., INC.	524-05-50101-397-000	08/16-GO BEVERAGES	147.40
			524-05-50101-397-000	08/16-GO BEVERAGES	82.25
			524-05-50101-397-000	08/16-GO BEVERAGES	12.00
				..... CHECK TOTAL	241.65
161159	9/02	FABICK	630-09-50101-393-000	08/16 SE #2885 PARTS	2,021.57
161160	9/02	CARRICO AQUATIC RESOURCES	110-05-55111-359-000	DE POWDER	1,687.99
			110-05-55109-344-000	LENS GASKET	156.63
				..... CHECK TOTAL	1,844.62
161161	9/02	HAWK ELECTRONICS	110-01-51201-311-000	08/16-CT RECEIPT PAP	292.40
161162	9/02	CHASE BANK KENOSHA	110-00-21513-000-000	9/2/16 DEDCTS	22,770.43
			110-00-21511-000-000	9/2/16 DEDCTS	11,936.51
			110-00-21612-000-000	9/2/16 DEDCTS	11,936.50
			110-00-21514-000-000	9/2/16 DEDCTS	3,379.54
			110-00-21614-000-000	9/2/16 DEDCTS	3,379.40
				..... CHECK TOTAL	53,402.38
161163	9/02	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	06/16 TD AIR CONDITI	1,061.82
			520-09-50201-347-000	06/16 TD AIR CONDITI	598.02
			520-09-50201-347-000	06/16 TD AIR CONDITI	598.02
			520-09-50201-347-000	08/16 TD AIR CONDITI	61.52
			520-09-50201-347-000	07/16 TD AIR CONDITI	54.12
			520-09-50201-347-000	08/16 TD CREDIT	27.06CR
				..... CHECK TOTAL	2,346.44
161164	9/02	STATE CHEMICAL MANUFACTURING	630-09-50101-393-000	07/16-SE MATERIALS	850.23
161165	9/02	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	09/16-CT ARMORED CAR	340.34
161166	9/02	HOLLAND SUPPLY, INC.	630-09-50101-393-000	08/16-CE#3009 HYDRAU	217.20
			630-09-50101-393-000	08/16-CE HYDRAULIC F	174.12
			630-09-50101-393-000	08/16-CE HYDRAULIC F	165.12
			110-03-53116-235-000	08/16-WA HYDRAULIC F	156.00
			630-09-50101-393-000	08/16-CE#2476 HYDRAU	104.80
			110-03-53107-344-000	08/16-ST HYDRAULIC F	15.86
			630-09-50101-393-000	08/16-CE#3009 HYDRAU	5.96
			 CHECK TOTAL	839.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161167	9/02	NAPA AUTO PARTS CO.	630-09-50101-393-000	06/16 SE PARTS/FILTE	2,606.44
			630-09-50101-393-000	07/16 SE PARTS/FILTE	2,447.41
			520-09-50201-347-000	06/16 TD PARTS / FIL	1,069.43
			520-09-50201-347-000	07/16 TD PARTS / FIL	816.81
			110-02-52203-344-000	06/16 FD PARTS/FILTE	654.72
			206-02-52205-344-000	07/16 FD PARTS/FILTE	386.99
			110-02-52203-344-000	07/16 FD PARTS/FILTE	380.73
			110-05-55109-344-000	06/16 PA PARTS/FILTE	326.10
			630-09-50101-361-000	07/16 SE PARTS/FILTE	298.00
			521-09-50101-375-000	06/16 AR PARTS/FILTE	193.38
			110-05-55109-344-000	07/16 PA PARTS/FILTE	183.62
			110-02-52203-341-000	07/16 FD PARTS/FILTE	125.29
			110-02-52203-361-000	07/16 FD PARTS/FILTE	121.19
			110-03-53103-387-000	06/16 ST PARTS/FILTE	119.04
			206-02-52205-344-000	06/16 FD PARTS/FILTE	109.49
			521-09-50101-344-000	7/16 AR PARTS/FILTER	66.38
			520-09-50201-317-000	07/16 TD PARTS / FIL	54.41
			110-03-53103-389-000	06/16 ST PARTS/FILTE	40.28
			520-09-50106-341-000	06/16 TD PARTS / FIL	36.68
			110-03-53103-344-000	06/16 ST PARTS/FILTE	25.88
			520-09-50201-317-000	06/16 TD PARTS / FIL	8.02
				..... CHECK TOTAL	10,070.29
161168	9/02	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	08/16 SW MATERIALS/S	482.00
			501-09-50105-355-000	08/16 SW MATERIALS/S	341.00
			501-09-50105-355-000	08/16 SW MATERIALS/S	125.00
				..... CHECK TOTAL	948.00
161169	9/02	VERMEER SALES & SERVICE	630-09-50101-393-000	07/16-SE#3009 PARTS/	188.23
			630-09-50101-393-000	07/16-SE PARTS/SERVI	169.22
			630-09-50101-393-000	06/16-SE#3009 PARTS/	21.75
				..... CHECK TOTAL	379.20
161170	9/02	BELLE COFFEE SERVICE	524-05-50101-397-000	08/16-GO COFFEE/SUPP	75.00
161171	9/02	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	CITY V. A IWEN	112.50
161172	9/02	CHEMUNG SUPPLY CORPORATION	630-09-50101-393-000	CUTTING EDGES	17,680.64
			630-09-50101-393-000	CUTTING EDGES	9,161.40
			630-09-50101-393-000	CUT EDGE COVER BLADE	2,837.84
			630-09-50101-393-000	CUTTING EDGES	1,522.08
			630-09-50101-393-000	COVER BLADES	280.32
			 CHECK TOTAL	31,482.28

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161173	9/02	HOERNEL LOCK & KEY, INC.	110-02-52103-365-000	08/16-PD LOCKS/KEYS	16.95
161174	9/02	LEE PLUMBING, INC.	110-02-52203-241-000	08/16-FD#4 HVAC, PLU	224.64
161175	9/02	GENFARE	520-09-50201-347-000	08/16-TD FARE BOX PA	1,896.77
			520-09-50201-347-000	08/16-TD FARE BOX PA	1,849.70
			520-09-50201-347-000	08/16-TD FARE BOX PA	241.62
			520-09-50201-347-000	08/16-TD FARE BOX PA	77.04
				..... CHECK TOTAL	4,065.13
161176	9/02	VERISMA SYSTEMS	110-02-52102-219-000	16-045733	230.63
161177	9/02	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	08/16 MB JANITORIAL	3,962.41
			110-02-52203-243-000	08/16 FD JANITORIAL	721.00
				..... CHECK TOTAL	4,683.41
161178	9/02	AUTO ZONE INC.	110-05-55109-344-000	WHL BEARING/HUB ASSY	199.75
161179	9/02	WASTE MANAGEMENT OF WI	110-03-53117-253-416	8/1-15 WASTE DISPOSA	31,251.02
			110-03-53117-253-416	7/16-29 WASTE DISPOS	28,210.76
			110-03-53117-253-416	8/1-15 WDNR TONNAGE	15,820.22
			110-03-53117-253-416	7/16-29 WDNR TONNAG	14,281.15
			501-09-50105-253-000	8/1-15 WASTE DISPOSA	3,287.55
			110-03-53117-253-417	8/1-15 COMPACTOR PUL	2,396.94
			110-03-53117-253-417	7/16-29 COMPACTOR PU	2,212.56
			110-03-53117-253-417	8/1-15 WASTE DISPOSA	2,153.52
			110-03-53117-253-417	7/16-29 WASTE DISPOS	1,893.90
			501-09-50105-253-000	8/1-15 WDNR TONNAGE	1,664.26
			110-03-53117-253-416	8/1-15 FUEL SURCHARG	1,315.00
			110-03-53117-253-416	7/16-29 FUEL SURCHAR	1,232.36
			110-03-53117-253-417	8/1-15 WDNR TONNAGE	1,090.18
			110-03-53117-253-417	7/16-29 WDNR TONNAGE	958.75
			501-09-50104-253-000	8/1-15 WASTE DISPOSA	933.47
			110-03-53117-253-417	07/16 COMPACTOR LEAS	762.16
			501-09-50104-253-000	7/16-29 WASTE DISPOS	706.46
			501-09-50104-253-000	8/1-15 WDNR TONNAGE	472.55
			501-09-50104-253-000	7/16-29 WDNR TONNAGE	357.63
			110-03-53117-253-416	8/1-15 ENVIRONMENTAL	306.00
			110-03-53117-253-416	7/16-29 ENVIRONMENA	264.00
			110-03-53117-253-417	8/1-15 FUEL SURCHARG	193.45
			110-03-53117-253-417	7/16-29 FUEL SURCHAR	181.13
			501-09-50105-253-000	8/1-15 FUEL SURCHARG	137.92
			110-03-53117-253-417	8/1-15 ENVIRONMENTAL	78.00
			110-03-53117-253-417	7/16-29 ENVIRONMENA	72.00
			501-09-50105-253-000	8/1-15 ENVIRONMENTAL	60.00
			501-09-50104-253-000	8/1-15 FUEL SURCHARG	40.48
			501-09-50104-253-000	7/16-29 FUEL SURCHAR	31.20
			501-09-50104-253-000	8/1-15 ENVIRONMENTAL	30.00
			501-09-50104-253-000	7/16-29 ENVIRONMENA	18.00
			 CHECK TOTAL	112,412.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161180	9/02	GETUM, INC.	501-09-50105-359-000	PRO-RING ADJUSTMENT	22,602.00
161181	9/02	HENRY SCHEIN	206-02-52205-318-000	08/16-FD MED SUPPLIE	175.45
			206-02-52205-318-000	08/16-FD MED SUPPLIE	130.83
			206-02-52205-318-000	08/16-FD MED SUPPLIE	27.03
			206-02-52205-318-000	08/16-FD MED SUPPLIE	18.02
				..... CHECK TOTAL	351.33
161182	9/02	UNITED LABORATORIES, INC	520-09-50201-249-000	07/16-TD CLEANING/SU	904.51
161183	9/02	COMMERCIAL IRRIGATION	524-05-50101-344-000	IRRIGATION REPAIRS	717.10
161184	9/02	JOHNSON BANK	110-00-21532-000-000	W/E 8/27 CITY	1,057.11
			110-00-21532-000-000	W/E 8/27 WATER	618.65
				..... CHECK TOTAL	1,675.76
161185	9/02	FIRECOM	110-02-52203-369-000	WIRED HEADSET	1,344.74
			110-02-52203-369-000	WIRED HEADSET	1,300.00
			110-02-52203-369-000	HEADSET MODULE	520.00
			110-02-52203-369-000	CABLE 6C FLAT	30.00
				..... CHECK TOTAL	3,194.74
161186	9/02	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000	ARNOLD-07/20/12	539.00
			110-09-56402-219-000	BEAL-03/05/08	352.00
			110-09-56402-219-000	MILLER-10/25/03	242.00
			110-09-56402-219-000	WILSON-05/11/11	231.00
			110-09-56402-219-000	SEMENAS-06/09/14	110.00
				..... CHECK TOTAL	1,474.00
161187	9/02	OSI ENVIRONMENTAL INC	110-03-53117-253-000	07/16-WA REMOVAL SER	65.00
161188	9/02	AMERICAN HYDRAULICS	630-09-50101-393-000	08/16 SE PARTS/SERVI	2,200.00
			630-09-50101-393-000	08/16 SE PARTS/SERVI	1,511.00
			630-09-50101-393-000	08/16 SE PARTS/SERVI	918.00
				..... CHECK TOTAL	4,629.00
161189	9/02	CDW-G	110-01-51102-539-000	08/16 COMPUTER EQUIP	483.16
161190	9/02	CHAPTER 13 TRUSTEE	110-00-21581-000-000	W/E 8/27 G GRANADO	104.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161191	9/02	ABLE DISTRIBUTING COMPANY	524-05-50101-249-000	BERKELEY MOTOR	1,623.51
161192	9/02	GLEASON REDI-MIX	501-09-50105-355-000	08/16-SW CONCRETE MA	2,352.00
			501-09-50105-355-000	08/16-CONCRETE MATER	800.00
			501-09-50105-355-000	08/16-CONCRETE MATER	644.00
			501-09-50105-355-000	08/16-CONCRETE MATER	520.00
			501-09-50105-355-000	08/16-CONCRETE MATER	460.00
			501-09-50105-355-000	08/16-CONCRETE MATER	400.00
			501-09-50105-355-000	08/16-CONCRETE MATER	400.00
			501-09-50105-355-000	08/16-CONCRETE MATER	345.00
			501-09-50105-355-000	08/16-CONCRETE MATER	292.50
			501-09-50105-355-000	08/16-CONCRETE MATER	275.00
				..... CHECK TOTAL	6,488.50
161193	9/02	HYDRO-LAND CONSULTING, LLC	403-11-51406-219-000	SANDER WETLAND MITIG	1,496.25
161194	9/02	WASTE MANAGEMENT	633-09-50101-253-000	09/16 LI WEEKLY PICK	106.19
			633-09-50101-253-000	08/16 LI WEEKLY PICK	106.19
			110-01-51801-246-000	08/16 PULL CHARGES	70.71
			110-01-51801-246-000	09/16 MB PULL CHARGE	70.71
				..... CHECK TOTAL	353.80
161195	9/02	DYNAMIC RECYCLING, INC	205-03-53118-253-000	07/16 ELECTRONIC REC	2,335.70
			205-03-53118-253-000	08/16 ELECTRONIC REC	2,090.75
			205-03-53118-253-000	07/16 ELECTRONIC REC	1,965.05
				..... CHECK TOTAL	6,391.50
161196	9/02	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	08/16 PD EXTINGUISHE	26.95
161197	9/02	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	8/16-31/16 DEDCTS	1,210.58
161198	9/02	WIS SCTF	110-00-21581-000-000	W/E 8/27 HOURLY	1,627.04
161199	9/02	ARENZ, MOLTER, MACY, RIFFLE	110-09-56402-219-000	COMSYS LEGAL FEES	9,717.50
			110-09-56402-219-000	JNJC V CITY	2,959.91
				..... CHECK TOTAL	12,677.41
161200	9/02	CLEAN CUT TREE SERVICE	407-11-51602-219-000	TREE REMOVAL	53,796.61
161201	9/02	AMERICAN AUTO BODY	520-09-50201-344-000	REPAINT BUS 4031	3,300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161202	9/02	CEDAR CREST	524-05-50101-397-000	08/16-GO CONCESSION	55.84
161203	9/02	STAFFORD ROSENBAUM LLP	110-09-56402-219-000	SILER-DOL 03/14/16	5,133.00
161204	9/02	ANAYA'S AUTO REPAIR	630-09-50101-393-000	08/16 SE #2610 AUTOM	182.58
161205	9/02	GRAINGER	520-09-50401-347-000	08/16-TD PARTS/MATER	26.50
161206	9/02	TIME WARNER CABLE	110-01-51102-233-000	8/17-9/16 CITY HALL	793.50
			110-01-51102-233-000	8/19-9/18 SE RR	147.45
				..... CHECK TOTAL	940.95
161207	9/02	GATEWAY TECH COLLEGE	206-02-52205-322-000	JOB RELATED BOOKS	626.50
161208	9/02	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	08/16 FD MEDICAL SUP	496.77
161209	9/02	HAPPENINGS MAGAZINE	222-09-50101-259-000	08/16-PB&J ADVERTISI	363.00
161210	9/02	GILLIG CORPORATION	520-09-50201-347-000	08/16-BUS PARTS	1,162.45
			520-09-50201-347-000	08/16-BUS PARTS	720.00
			520-09-50201-347-000	08/16-BUS PARTS	286.60
			520-09-50201-347-000	08/16-TD BUS PARTS	213.64
			520-09-50201-347-000	08/16-BUS PARTS	159.00
				..... CHECK TOTAL	2,541.69
161211	9/02	IAFF/NATIONWIDE	110-00-21574-000-000	8/16-31/16 DEDCTS	18,396.89
161212	9/02	BRUCE MUNICIPAL EQUIPMENT	110-02-52203-344-000	CLUTCH REPAIRS	3,899.56
161213	9/02	AIRGAS NORTH CENTRAL	206-02-52205-389-000	08/16 FD #2 INDUSTRI	44.31
161214	9/02	RED THE UNIFORM TAILOR	110-02-52103-367-000	08/16 POLICE UNIFORM	421.50
			110-02-52103-367-000	08/16 POLICE UNIFORM	379.90
			110-02-52103-367-000	08/16 POLICE UNIFORM	359.78
			110-02-52103-367-000	08/16 POLICE UNIFORM	302.45
			520-09-50101-367-000	05/16 TD UNIFORM ITE	227.43
			520-09-50101-367-000	08/16 TD UNIFORM ITE	142.11
			520-09-50101-367-000	08/16 TD UNIFORM ITE	119.96
			520-09-50101-367-000	08/16 TD UNIFORM ITE	59.98
			110-02-52103-367-000	08/16 POLICE UNIFORM	39.95
			 CHECK TOTAL	2,053.06

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161215	9/02	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	8/16-31/16 DEDCTS	6,829.89
			110-00-21539-000-000	8/16-31/16 DEDCTS	692.50
				..... CHECK TOTAL	7,522.39
161216	9/02	CLARK DIETZ, INC	403-11-51413-589-000	07/16 SERVICES	755.00
161217	9/02	SPORTS PHYSICAL THERAPY CNTR	110-09-56405-161-000	7/27/16 GALLEY	513.60
			110-09-56405-161-000	7/28/16 GALLEY	416.00
				..... CHECK TOTAL	929.60
161218	9/02	MILWAUKEE RADIOLOGISTS LTD	110-09-56405-161-000	7/18/16 PETERSON	101.60
161219	9/02	UHS PHYSICIAN CLINIC	110-09-56405-161-000	7/8/16 HOFMANN	53.20
161220	9/02	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	7/8/16 HOFMANN	68.40
			110-09-56405-161-000	5/29/16 BAUGHER	49.50
				..... CHECK TOTAL	117.90
161221	9/02	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/8/16 HOFMANN	528.30
			110-09-56405-161-000	5/29/16 BAUGHER	498.60
			110-09-56405-161-000	7/15/16 SINGH	337.50
			110-09-56405-161-000	7/15/16 JURGENS	337.50
			110-09-56405-161-000	7/7/16 DRISSEL	337.50
				..... CHECK TOTAL	2,039.40
161222	9/02	AURORA HEALTH CARE	110-09-56405-161-000	7/26/16 HOLIMON	671.50
			110-09-56405-161-000	7/26/16 HOLIMON	190.40
			110-09-56405-161-000	7/25/16 HELTON	190.40
			110-09-56405-161-000	7/26/16 HOLIMON	107.95
				..... CHECK TOTAL	1,160.25
161223	9/02	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	4/7/16 BENVENUTO	95.00
			110-09-56405-161-000	4/5/16 BENVENUTO	95.00
			110-09-56405-161-000	9/22/14 STICH	95.00
				..... CHECK TOTAL	285.00
161224	9/02	WHEATON FRANCISCAN MED GROUP	110-09-56405-161-000	7/18/16 PETERSON	114.75
161225	9/02	GENEX SERVICES INC	110-09-56405-161-000	8/4-19/16 FITZGERALD	1,865.16
			110-09-56405-161-000	6-7/16 FITZGERALD	235.00
			 CHECK TOTAL	2,100.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161226	9/02	ALL SAINTS MEDICAL CENTER	110-09-56405-161-000	7/18/16 PETERSON	827.05
161227	9/02	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	7/5/16 BARLETT	221.90
161228	9/02	MSC GROUP INC.	110-09-56405-161-000	11/20/15 BENVENUTO	222.41
161229	9/02	UHS PHYSICIAN CLINIC	520-09-50101-161-000	8/5/16 MCCOY	2,098.36
161230	9/02	KENOSHA COUNTY TREASURER	399-00-22206-000-000	9/1 DEBT PAYMENT	327,479.68
161231	9/02	FIREHOUSE PERFORMANCE	110-02-52103-344-000	08/16 PD #3142 TIRES	576.89
			110-02-52103-344-000	08/16 PD #3142 TIRES	263.61
			110-02-52103-344-000	08/16 PD #3206 TIRES	207.95
			110-02-52103-344-000	08/16 PD #3142 TIRES	207.95
			110-02-52103-344-000	08/16 PD #3206 TIRES	181.10
			110-02-52103-344-000	08/16 PD #3141 TIRES	181.10
			110-02-52103-344-000	08/16 PD #3206 TIRES	170.71
			110-02-52103-344-000	08/16 PD #3205 TIRES	170.71
				..... CHECK TOTAL	1,960.02
161232	9/02	VIDAS, MARK & TRACIE	110-00-21106-000-000	2015 RE TAX	535.00
161233	9/02	TRANS CORPORATION	110-00-21106-000-000	ST06001834	23.18
161234	9/02	KENOSHA YOUTH FOOTBAL LEAGUE	110-00-21905-000-000	ANDERSON POOL-8/13	100.00
161235	9/02	AMERICOLLECT, INC	110-00-21581-000-000	W/E 8/27 G WALUS	157.90
161236	9/02	MATALAS, JANET	110-00-21905-000-000	BEACH HOUSE-8/14/16	300.00
161237	9/02	NOVSAM, PATRICIA	110-00-21905-000-000	BENCHES-8/12/16	50.00
161238	9/02	FREDERICK, JEFF	110-00-21905-000-000	BENCHES-8/13/16	50.00
161239	9/02	KENNEDY, APRIL	110-00-21905-000-000	SPBH 8/13/16	300.00
161240	9/02	ZIMANY, PATRICIA	110-00-21905-000-000	SPBH 8/21/16	300.00
161241	9/02	VAN LATEN, COURTNEY	110-00-21905-000-000	SPBH 8/20/16	300.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161242	9/02	THIERRY, LISA	110-00-21905-000-000	SPBH 8/19/16	300.00
161243	9/02	HAMILTON, AJA	110-00-46580-000-000	CANCEL SPBH 10/15/16	350.00
			110-00-21905-000-000	CANCEL SPBH 10/15/16	250.00
			110-00-46532-000-000	CANCEL SPBH 10/15/16	25.00
				..... CHECK TOTAL	625.00
161244	9/02	NELSON, RONALD	110-00-46394-000-000	APPLIANCE STICKER	15.00
161245	9/02	MARAVILLA, JUAN	110-00-46394-000-000	APPLIANCE STICKER	15.00
161246	9/02	ORLANDO, GINA	110-00-46603-000-000	CONDITIONAL USE PRMT	512.50
161247	9/02	APWA SNOWPLOW ROADEO	110-03-53107-264-000	9-6-7/16 36 REGS	240.00
			632-09-50101-264-000	9/6/16 2 REG	120.00
			110-05-55109-264-000	9/7/16 2 REGS	60.00
			632-09-50101-264-000	9/6/16 2 REGS	30.00
				..... CHECK TOTAL	450.00
161248	9/02	THOMAS, WILLIAM	110-02-52203-264-000	ASE REG & TEST FEES	110.00
161249	9/02	CARLSON, CARL E	206-02-52205-263-000	7/19-22 ST PAUL	676.09
161250	9/02	BENVENUTO, NICHOLAS	110-09-56405-166-000	8/8-9/8/16 PPD	1,395.33
161251	9/02	HAMILTON, WILLIE	110-02-52103-263-000	08/19/16-WINNEBAGO	12.00
161252	9/02	GOLDBERG, JOSHUA	110-02-52103-263-000	8/17/16-WINNEBAGO	8.00
161253	9/02	COCHRAN, TYLER J	110-02-52103-263-000	8/17/16-WINNEBAGO	8.00
161254	9/02	MORETTI, PEP	110-02-52103-263-000	8/10/16-WINNEBAGO	12.00
			110-02-52103-263-000	8/19/16-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
161255	9/02	PAGE, BRIAN	110-09-56405-161-000	8/16 LIFE INS	176.75
161256	9/02	FITZGERALD, TRAVIS A	110-09-56405-161-000	4/12-8/2/16 MILEAGE	416.16
			110-09-56405-161-000	8/15/16 RX REIMB	36.99
			 CHECK TOTAL	453.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161257	9/02	ARELLANO, GUSTAVO	110-02-52103-341-000	8/15/16-WINNEBAGO	25.00
161258	9/02	MENGO, DALE	110-09-56405-166-000	9/16 PPD	1,395.33
161259	9/09	YAMAHA MOTOR CORP.	524-05-50101-282-000	08/16 GOLF CARTS	2,386.53
161260	9/09	WE ENERGIES	110-03-53109-221-000	06/16 STREETLIGHTING	62,574.80
			110-03-53109-221-000	07/16 STREETLIGHTING	62,532.63
			110-05-55109-221-000	07/16 STREETLIGHTING	224.92
			110-05-55109-221-000	06/16 STREETLIGHTING	167.45
				..... CHECK TOTAL	125,499.80
161261	9/09	CLERK OF CIRCUIT COURT	110-01-50301-219-000	27 SMALL CLAIMS	135.00
161262	9/09	VIKING ELECTRIC SUPPLY	110-03-53109-374-000	08/16 ST ELECTRICAL	130.47
161263	9/09	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	W/E 9/3/16 CITY	8,558.00
			110-00-21562-000-000	W/E 9/3/16 WATER	3,166.62
			110-00-21562-000-000	W/E 9/3/16 MUSEUM	15.00
				..... CHECK TOTAL	11,739.62
161264	9/09	UNITED HOSPITAL SYSTEMS INC	520-09-50101-161-000	8/4/16 MCCOY	1,543.42
			110-09-56405-161-000	6/25/16 SORENSON	753.19
			110-09-56405-161-000	8/11/16 TAUTGES	750.64
			110-09-56405-161-000	7/14/16 DRISSEL	285.30
				..... CHECK TOTAL	3,332.55
161265	9/09	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	06/16 AMECHE ELEC	44.98
161266	9/09	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	10/16 PREMIUM	13,288.49
			110-09-56304-156-000	10/16 PREMIUM	6,665.90
			110-00-15601-000-000	10/16 PREMIUM	1,644.26
			110-00-15201-000-000	10/16 PREMIUM	914.22
			520-09-50101-156-000	10/16 PREMIUM	454.18
			110-00-15202-000-000	10/16 PREMIUM	368.51
			631-09-50101-156-000	10/16 PREMIUM	197.35
			110-00-14401-000-000	10/16 PREMIUM	107.16
			520-09-50105-156-000	10/16 PREMIUM	95.45
			521-09-50101-156-000	10/16 PREMIUM	79.06
			632-09-50101-156-000	10/16 PREMIUM	72.65
			520-09-50201-156-000	10/16 PREMIUM	55.76
			520-09-50301-156-000	10/16 PREMIUM	42.26
			501-09-50101-156-000	10/16 PREMIUM	31.68
			520-09-50401-156-000	10/16 PREMIUM	29.99
			520-09-50403-156-000	10/16 PREMIUM	27.61
			630-09-50101-156-000	10/16 PREMIUM	11.93
			501-09-50103-156-000	10/16 PREMIUM	7.87
			 CHECK TOTAL	24,094.33

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161267	9/09	FIRST SUPPLY CO.	110-03-53107-344-000	08/16 ST SUPPLIES AN	180.99
161268	9/09	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000 110-02-52203-344-000	08/16 SE TIRES & SER 08/16 FD TIRES & SER CHECK TOTAL	9,901.06 1,882.57 11,783.63
161269	9/09	SHOPKO STORES	110-05-55109-361-000 110-02-52103-365-000 110-05-55109-344-000	07/16 FD MERCHANDISE 08/16 PD MERCHANDISE 08/16 PA MERCHANDISE CHECK TOTAL	39.90 39.52 8.79 88.21
161270	9/09	KENOSHA WATER UTILITY	521-09-50101-223-000 521-00-13112-000-000 110-03-53103-223-000 110-05-55109-223-000 205-03-53119-223-000 461-11-51501-581-000 463-11-51101-589-000 110-01-51802-223-000 110-01-51802-223-000 110-01-51802-223-000 110-01-51802-223-000 110-01-51802-223-000 110-01-51802-223-000 520-09-50301-223-000	05/31/16 05/31/16 5/31-7/31/16 5/31-7/31/16 4071 88TH AVE 5/31-7/31/16 5/31-7/31/16 4710 47TH AVE 47TH AVE 3604 67TH ST 4722 47TH AVE 5/31-7/31/16 CHECK TOTAL	16,806.58 6,009.08 2,999.94 2,919.84 998.64 263.72 66.70 57.18 45.12 42.94 36.36 4.58 30,250.68
161271	9/09	KENOSHA WATER UTILITY	110-05-55109-223-000 110-05-55109-224-000 110-05-55102-224-000 110-03-53103-224-000 520-09-50301-223-000 110-03-53103-224-000 110-03-53116-224-000 520-09-50301-224-000 110-01-51801-224-000 521-09-50101-224-000 110-05-55109-224-000 110-02-52203-224-000 110-01-51801-223-000 110-02-52203-223-000 110-01-51802-223-000 110-05-55109-224-000 110-05-55109-224-000 110-05-55109-224-000 110-02-52203-224-000 110-02-52203-224-000 521-09-50101-224-000 110-05-55109-224-000 520-09-50301-224-000 110-02-52203-224-000	5/31-7/31/16 5/31-7/29/16 5/31-7/29/16 5/25-7/27/16 5/31-7/31/16 5/25-7/28/16 6/30-8/31/16 5/19-7/18/16 6/30-7/29/16 6/30-8/31/16 5/25-7/28/16 6/07-8/05/16 6/30-7/31/16 5/31-7/31/16 2210 52ND ST BAIN 5/25-7/28/16 6/30-8/31/16 5/31-7/31/16 6/6-8/04/16 5/31-7/29/16 5/31-7/29/16 4/30-6/30/16 6/30-8/31/16 6/30-8/31/16	3,128.00 1,764.09 1,424.66 1,256.90 1,008.50 1,003.18 665.10 603.16 516.96 446.00 445.26 362.66 344.24 324.78 319.12 278.10 268.18 255.56 235.86 220.59 181.65 150.00 118.00 92.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			632-09-50101-224-000	5/25-7/28/16	86.19
			632-09-50101-224-000	6/30-8/31/16	46.00
			110-05-55102-224-000	6/30/16-8/31/16	46.00
			110-05-55109-223-000	6/01-8/02/16	32.16
			110-05-55103-224-000	5/31-7/29/16	32.16
			110-05-55109-224-000	5/17-7/19/16	29.22
			110-05-55109-223-000	6/30-8/31/16	12.24
			110-01-51802-224-000	2210 52ND ST BAIN	6.18
				..... CHECK TOTAL	15,702.70
161272	9/09	WILLKOMM INC., JERRY	521-09-50101-341-000	07/16 AR DIESEL FUEL	1,295.81
			521-09-50101-341-000	08/16 AR DIESEL FUEL	1,175.40
			521-09-50101-341-000	08/16 AR DIESEL FUEL	516.52
				..... CHECK TOTAL	2,987.73
161273	9/09	WIS DEPT OF REVENUE	110-00-21512-000-000	8/16-31/16 DEDUCTS	110,682.93
161274	9/09	WE ENERGIES	110-03-53109-221-000	7/20-8/18 PW	1,933.42
			110-02-52203-221-000	7/15-8/15 FD	1,053.29
			110-05-55109-221-000	7/20-8/18 PA	906.75
			110-03-53109-221-000	7/19-8/17 PW	759.78
			110-03-53109-221-000	7/17-8/15 PW	737.87
			110-05-55109-221-000	7/15-8/15 PA	685.39
			110-05-55109-221-000	7/19-8/17 PA	661.10
			110-02-52203-221-000	7/17-8/15 FD	616.80
			110-03-53109-221-000	7/21-8/21 PW	358.75
			110-05-55102-221-000	7/18-8/16 PA	355.80
			110-03-53109-221-000	7/13-8/11 PW	327.71
			110-03-53109-221-000	6/22-7/24 PW	267.08
			110-03-53103-221-000	7/14-8/14 PW	241.27
			110-05-55102-221-000	7/19-8/17 PA	152.21
			110-03-53109-221-000	7/14-8/14 PW	140.45
			110-05-55109-221-000	7/18-8/16 PA	124.16
			110-05-55109-221-000	7/14-8/14 PA	105.82
			110-02-52203-222-000	7/14-8/14 FD	70.01
			519-09-50106-221-000	7/14-8/14 TD	38.47
			110-02-52203-222-000	7/17-8/15 FD	38.46
			632-09-50101-221-000	7/20-8/18 PW	36.10
			110-05-55109-221-000	7/13-8/11 PA	35.25
			110-05-55109-221-000	7/21-8/21 PA	21.53
			110-05-55109-222-000	7/14-8/14 PA	10.23
			 CHECK TOTAL	9,677.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161275	9/09	REINDERS INC.	524-05-50101-344-000	MOWER PARTS	1,109.70
161276	9/09	SOUTHPORT VACUUM	110-03-53116-382-000	REPAIR SWITCH	18.95
161277	9/09	STREICHER'S POLICE EQUIPMENT	110-02-52109-365-000	08/16 UNIFORM ITEMS	234.89
161278	9/09	WISCONSIN FUEL & HEATING	630-09-50101-391-000	08/16 SE DIESEL FUEL	15,054.00
			630-09-50101-392-000	08/16 SE DIESEL FUEL	6,609.02
			630-09-50101-393-000	08/16 SE LUBRICANTS/	3,449.25
			630-09-50101-393-000	08/16 SE LUBRICANTS/	797.50
			217-06-51610-259-000	#5960092-SERV CALL	475.75
				..... CHECK TOTAL	26,385.52
161279	9/09	DICKOW CYZAK TILE CO.	415-11-51503-219-000	TILE REPLACEMENT	542.13
161280	9/09	AT&T	110-02-52203-225-000	7/23-8/22 FIRE REPEA	413.26
161281	9/09	ZAK, PAUL	110-02-52203-165-000	09/16 BENEFITS	861.97
161282	9/09	KENOSHA COMMUNITY HEALTH	288-06-50605-259-000	#5959960-SUGR AGRMT	2,620.00
161283	9/09	WIS DEPT OF REVENUE	110-00-21581-000-000	8/1-31/16 DEDUCTS	1,302.88
161284	9/09	RASCH CONST. & ENGINEERING	405-11-51417-589-831	PETZKE PARK	5,922.17
161285	9/09	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	07/16 SE PARTS & SER	495.31
			630-09-50101-393-000	09/16 PARTS & SERVIC	443.79
			630-09-50101-393-000	08/16 PARTS & SERVIC	107.68
				..... CHECK TOTAL	1,046.78
161286	9/09	SOUTHPORT HEATING & COOLING	110-01-51801-241-000	07/16 MB HVAC, PLUMB	99.00
161287	9/09	VERMEER SALES & SERVICE	630-09-50101-393-000	08/16 PARTS/SERVICES	161.50
161288	9/09	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	#15-063308	153.82
			110-02-52101-219-000	#16-117062	99.20
			110-02-52101-219-000	#16-110350	99.20
			110-02-52101-219-000	LAB #16-121095	99.20
			110-02-52102-219-000	#16-045733	88.98
			110-02-52102-219-000	#16-089383	81.03
			110-02-52102-219-000	#16-108850	78.38
			110-02-52101-219-000	#16-161120	49.60
			110-02-52102-219-000	#16-046732	34.51
			 CHECK TOTAL	783.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161289	9/09	FIRST ADVANTAGE	110-01-51303-219-000	07/16 SERVICES	124.00
			520-09-50101-219-000	07/16 SERVICES	58.00
				..... CHECK TOTAL	182.00
161290	9/09	UNISOURCE WORLDWIDE	630-09-50101-393-000	08/16 SE PAPER PRODU	3,876.00
			630-09-50101-393-000	08/16 SE PAPER PRODU	3,020.64
				..... CHECK TOTAL	6,896.64
161291	9/09	SCHREIBER ANDERSON ASSOC.	405-11-51217-589-823	PLANS THROUGH 11/21	1,480.00
161292	9/09	PAUL CONWAY SHIELDS	110-02-52206-367-000	08/16 TURNOUT GEAR	27,686.20
			110-02-52206-367-000	08/16 TURNOUT GEAR	18,870.75
				..... CHECK TOTAL	46,556.95
161293	9/09	US CELLULAR	110-01-51801-226-000	07/16 MB CELL AIRTIM	113.03
			110-01-51801-226-000	08/16 MB CELL AIRTIM	84.79
			501-09-50103-226-000	08/16 CELL AIRTIME	30.22
			501-09-50106-226-000	08/16 CELL AIRTIME	7.75
				..... CHECK TOTAL	235.79
161294	9/09	VERIZON WIRELESS	110-05-55101-226-000	08/16 PHONE SERV AIR	173.43
			110-01-51901-226-000	7/19-8/18 ELECTION M	148.44
			110-03-53103-226-000	08/16 PHONE SERV/AIR	142.53
			110-02-52101-226-000	7/24-8/23 CELL	127.37
			110-01-50301-226-000	7/24-8/23 CELL	116.98
			110-03-53107-226-000	7/24-8/23 UNLIMITED	107.95
			521-09-50101-226-000	7/24-8/23 CELL	97.47
			501-09-50103-226-000	7/24-8/23 UNLIMITED	86.35
			110-02-52101-226-000	7/24-8/23 CELL	80.02
			110-01-51102-226-000	7/24-8/23 CELL	67.81
			110-02-52103-226-000	7/24-8/23 CELL	65.06
			110-01-51201-226-000	7/24-8/23 CELL	62.80
			110-01-50901-226-000	7/24-8/23 CELL	60.94
			520-09-50301-226-000	7/24-8/23 CELL	58.49
			110-01-51601-226-000	7/24-8/23 CELL	58.49
			110-01-51101-226-000	7/24-8/23 CELL	58.49
			205-03-53118-226-000	08/16 PHONE SERV AIR	57.86
			501-09-50101-226-000	08/16 PHONE SERVICE	57.83
			206-02-52205-226-000	7/24-8/23 CELL	57.81
			110-01-51303-226-000	7/24-8/23 CELL	57.81
			110-01-51301-226-000	7/24-8/23 CELL	57.81
			110-00-15202-000-000	7/24-8/23 CELL	57.81
			632-09-50101-226-000	08/16 PHONE SERV AIR	57.81
			631-09-50101-226-000	08/16 PHONE SERVICE	57.81
			501-09-50103-226-000	08/16 PHONE SERVICE	57.81
			110-03-53116-226-000	08/16 PHONE SERV AIR	57.81
			110-03-53101-226-000	08/16 PHONE SERVICE	57.81
			110-01-51801-226-000	08/16 PHONE SERV AIR	57.81
			110-02-52102-226-000	7/24-8/23 CELL	52.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50106-226-000	07/24-8/23 UNLIMITED	43.18
			631-09-50101-226-000	08/16 UNLIMITED DATA	40.01
			501-09-50103-226-000	08/16 UNLIMITED DATA	40.01
			110-02-52103-226-000	08/16 CELL AIR CHARG	27.68
			206-02-52205-226-000	7/24-8/23 DATA PLAN	21.59
			110-03-53110-226-000	7/24-8/23 UNLIMITED	21.59
			110-03-53103-226-000	7/24-8/23 UNLIMITED	21.59
			110-02-52201-226-000	7/24-8/23 CELL	3.91CR
			110-02-52102-226-000	7/24-8/23 CELL	92.18CR
				..... CHECK TOTAL	2,378.44
161295	9/09	TELEFLEX CORPORATION	206-02-52205-318-000	08/16 NEEDLES	1,108.84
161296	9/09	WISCONSIN APA	110-01-51601-264-000	9/22/16 CONF	160.00
161297	9/09	KENOSHA COUNTY TREASURER	110-00-21132-000-000	03-122-05-328-508	4,532.66
			110-00-21132-000-000	01-122-01-458-017	856.96
			110-00-21132-000-000	03-121-03-442-034	40.00
				..... CHECK TOTAL	5,429.62
161298	9/09	JOHNSON BANK	110-00-21532-000-000	W/E 9/3/16 CITY	1,057.11
			110-00-21532-000-000	W/E 9/3/16 WATER	618.65
				..... CHECK TOTAL	1,675.76
161299	9/09	IAFCI	110-02-52107-264-000	REG- 4 OFFICERS	340.00
161300	9/09	FOSTER COACH SALES, INC.	414-11-51506-545-000	2016 AMBULANCE	294,798.00
161301	9/09	CHAPTER 13 TRUSTEE	110-00-21581-000-000	W/E 9/3 G GRANADO	104.00
161302	9/09	GATEWAY MORTGAGE	110-00-21106-000-000	4023 6 AVE	1,023.56
161303	9/09	WEDIGE AUTOMOTIVE	520-09-50201-344-000	08/16 CLEAN EXHAUST	350.00
			520-09-50201-344-000	08/16 CLEAN EXHAUST	350.00
				..... CHECK TOTAL	700.00
161304	9/09	STAPLES	630-09-50101-393-000	08/16 SE MISC OFFICE	1,856.05
			110-02-52103-311-000	07/16 PD MISC OFFICE	1,356.45
			110-01-51901-311-000	07/16 CT MISC OFFICE	1,264.65
			110-01-51901-311-000	08/16 CT MISC OFFICE	807.25
			110-02-52103-311-000	07/16 PD MISC OFFICE	586.55
			110-01-51901-311-000	07/16 CT MISC OFFICE	517.38
			630-09-50101-393-000	08/16 SE MISC OFFICE	495.40
			110-02-52106-311-000	08/16 PD MISC OFFICE	457.96
			110-01-51901-311-000	08/16 CT MISC OFFICE	453.81
			110-02-52103-365-000	08/16 PD MISC OFFICE	263.40
			110-01-50101-311-000	07/16 CT MISC OFFICE	184.43
			110-01-51901-311-000	07/16 CT MISC OFFICE	130.85
			110-01-50401-263-000	07/16 CT MISC OFFICE	119.86

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52103-311-000	08/16 PD MISC OFFICE	109.46
			110-02-52103-311-000	07/16 PD MISC OFFICE	78.36
			110-01-51306-311-000	08/16 CT MISC OFFICE	74.37
			110-01-51201-311-000	07/16 CT MISC OFFICE	60.74
			110-01-52001-311-000	07/16 MC MISC OFFICE	55.17
			110-01-50401-263-000	07/16 CT MISC OFFICE	47.02
			110-03-53101-311-000	07/16 PW MISC OFFICE	41.99
			110-01-50901-311-000	08/16 AS MISC OFFICE	37.41
			110-01-50301-311-000	08/16 LE MISC OFFICE	34.54
			110-01-50401-263-000	07/16 CT MISC OFFICE	28.99
			110-03-53101-311-000	08/16 PW MISC OFFICE	27.92
			521-09-50101-311-000	07/16 AR MISC OFFICE	19.29
			110-01-50101-311-000	07/16 PW MISC OFFICE	15.12
			110-01-51201-311-000	08/16 CT MISC OFFICE	8.97
			521-09-50101-311-000	08/16 ST MISC OFFICE	7.60
			630-09-50101-393-000	08/16 SE CREDIT	176.71CR
				..... CHECK TOTAL	8,964.28
161305	9/09	INNOVATIVE FLOORS	758-09-51608-259-000	7/16 CLEANING	210.00
161306	9/09	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	07/16 ETHICS SERV	136.00
161307	9/09	ULINE	110-05-55109-382-000	08/16 PA GENERAL SUP	135.16
			110-01-51601-311-000	08/16 CD GENERAL SUP	87.67
				..... CHECK TOTAL	222.83
161308	9/09	U-HAUL CORPORATE SALES	630-09-50101-393-000	08/16 PROVIDE PROPAN	33.49
161309	9/09	PAYNE & DOLAN	402-11-51506-585-000	RESURFACING PROJECT	210,610.03
			403-11-51415-588-000	STORM SEWER-RESURFAC	6,662.22
				..... CHECK TOTAL	217,272.25
161310	9/09	WIS HISTORICAL FOUNDATION	110-01-51601-264-000	REG FEE- VANG	130.00
161311	9/09	CHUBB & SON	761-09-50101-219-000	9/16-9/17 POLICIES	11,511.00
161312	9/09	ZOLL MEDICAL CORPORATION	206-02-52205-318-000	08/16 MEDICAL SUPPLI	769.47
			206-02-52205-318-000	08/16 MEDICAL SUPPLI	474.21
			 CHECK TOTAL	1,243.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161313	9/09	TEREX SERVICES	110-03-53109-344-000	CYLINDER REPAIR	6,811.77
161314	9/09	SAFEBUILT WISCONSIN, LLC	110-01-51601-219-000	06/16 INSPECTION SER	975.00
161315	9/09	WIS SCTF	110-00-21581-000-000	W/E 9/3 HOURLY	1,494.18
161316	9/09	RAY HINTZ, INC	403-11-51413-589-000	BASIN DREDGING	24,424.53
161317	9/09	TEK SYSTEMS	110-01-51102-219-000	08/16 TEMP STAFFING	2,960.00
161318	9/09	TIME WARNER CABLE	520-09-50301-233-000	8/28-9/27 TRANSIT-RO	187.49
			110-01-51102-233-000	09/16 AIRPORT-ROADRU	147.45
			524-05-50101-219-000	09/16 MONTHLY CABLE	41.00
			611-09-50102-259-000	8/28-9/27 NURSE PRAC	35.00
			521-09-50101-219-000	09/16 CABLE CONTRACT	16.98
				..... CHECK TOTAL	427.92
161319	9/09	SCHMITT PROTECTIVE SERVICES	110-05-55108-219-000	08/06/16 GUARD SERVI	427.50
			110-01-51801-246-000	07/16 SECURITY CHECK	76.50
				..... CHECK TOTAL	504.00
161320	9/09	URBAN LEAGUE OF RACINE AND	288-06-50602-259-000	5959954/5-SUBGR AGM	1,766.31
161321	9/09	CLEANCO	633-09-50101-243-000	08/16 JANITORIAL SER	970.25
161322	9/09	SAFEGWAY PEST CONTROL CO., INC	110-02-52203-246-000	07/08 FD EXTERMINATI	352.00
			520-09-50201-246-000	07/08 TD EXTERMINATI	110.00
			110-01-51801-246-000	07/08 MB EXTERMINATI	70.00
			110-03-53116-246-000	07/08 WA EXTERMINATI	60.00
			110-05-55109-246-000	07/08 PA EXTERMINATI	52.00
			520-09-50401-246-000	07/08 TD EXTERMINATI	48.00
			110-02-52110-246-000	07/08 PD EXTERMINATI	48.00
				..... CHECK TOTAL	740.00
161323	9/09	RIMKUS, JASON	761-09-50101-111-000	9/1-15/16 SERVICES	2,001.28
			761-00-21514-000-000	9/1-15/16 SERVICES	29.02CR
			761-00-21599-000-000	9/1-15/16 SERVICES	100.06CR
			761-00-21512-000-000	9/1-15/16 SERVICES	100.70CR
			761-00-21511-000-000	9/1-15/16 SERVICES	124.08CR
			761-00-21513-000-000	9/1-15/16 SERVICES	236.00CR
			 CHECK TOTAL	1,411.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161324	9/09	PIRO, RALPH	761-09-50101-111-000	9/1-15/16 SERVICES	948.80
			761-00-21514-000-000	9/1-15/16 SERVICES	13.76CR
			761-00-21599-000-000	9/1-15/16 SERVICES	25.00CR
			761-00-21512-000-000	9/1-15/16 SERVICES	32.80CR
			761-00-21511-000-000	9/1-15/16 SERVICES	58.83CR
			761-00-21513-000-000	9/1-15/16 SERVICES	81.00CR
				..... CHECK TOTAL	737.41
161325	9/09	SIGNATURE SYSTEMS GROUP LLC	110-05-55108-369-000	FENCE PANEL,	1,407.32
161326	9/09	LABAHN, JEFFREY B	110-01-51601-219-000	RECORDING FEES	120.00
			110-01-51601-311-000	SUPPLIES	68.55
			110-09-56501-259-565	ORDER TO RAZE	30.00
				..... CHECK TOTAL	218.55
161327	9/09	TURNING POINT SYSTEMS GROUP	631-09-50101-235-000	CLEAN/CALIBRATE EQUI	450.00
161328	9/09	CLARK DIETZ, INC	631-09-50101-219-000	6/25-7/29 SERVICES	11,210.64
161329	9/09	IOD INCORPORATED	110-02-52102-219-000	REC #16-094757	10.06
161330	9/09	IHC - KENOSHA RADIOLOGY LLC	520-09-50101-161-000	8/4/16 MCCOY	159.30
			110-09-56405-161-000	6/25/16 SORENSON	54.90
				..... CHECK TOTAL	214.20
161331	9/09	KENOSHA EMERGENCY PHYSICIANS	520-09-50101-161-000	8/4/16 MCCOY	763.20
			110-09-56405-161-000	6/25/16 SORENSON	318.60
				..... CHECK TOTAL	1,081.80
161332	9/09	AURORA HEALTH CARE	110-01-51303-216-000	08/16 SCREENS	251.00
			520-09-50101-216-000	08/16 SCREENS	180.00
			631-09-50101-219-000	08/16 SCREENS	69.00
			110-00-15601-000-000	08/16 SCREENS	69.00
				..... CHECK TOTAL	569.00
161333	9/09	GENEX SERVICES INC	110-09-56405-161-000	8/23-30/16 BARLETT	577.39
161334	9/09	BLOUNT ORTHO CLINIC	110-09-56405-161-000	5/12/16 BARBER	102.00
161335	9/09	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	041416 FINLEY	805.00
			110-09-56405-161-000	4/27/16 FINLEY	345.00
			110-09-56405-161-000	5/25/16 FINLEY	104.00
			110-09-56405-161-000	7/14/16 KOPP	72.80
			 CHECK TOTAL	1,326.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161336	9/09	KELLY, JILL LLC	110-09-56405-161-000	6/23-8/31/16 FINLEY	358.86
161337	9/09	UHS PHYSICIAN CLINIC	520-09-50101-161-000	8/12/16 MCCOY	266.00
161338	9/09	OSTHOFF RESORT	110-01-50301-263-000	10/20-21(2) SEMINAR	200.00
161339	9/09	BOBECK, A JULIE	110-00-21109-000-000	OVERPAY- TREE PLANT	25.00
161340	9/09	AMERICOLLECT, INC	110-00-21581-000-000	W/E 9/3/16 WALUS	157.90
161341	9/09	JEPSON, CARLY	110-00-46510-000-000	8/27 WOLF/BENCH	150.00
			110-00-21905-000-000	8/27 WOLF/BENCH	50.00
				..... CHECK TOTAL	200.00
161342	9/09	ASSOCIATED BANK,N.A.	110-02-52102-219-000	DOCS #16-062326	20.50
161343	9/09	GROSS, BILL	407-00-47114-000-000	TREE PLANT	23.70
			110-09-56507-259-000	TREE PLANT	1.30
				..... CHECK TOTAL	25.00
161344	9/09	GLORIA, JOSEFINA	110-00-44709-000-000	BARTENDER LICENSE	50.00
161345	9/09	MARTINEZ, REGINA	110-00-46501-000-000	AND PK 8/28/16	25.00
161346	9/09	CITY OF MADISON	520-09-50106-341-000	8/30/16 DIESEL FUEL	402.01
161347	9/09	LEWIS, IRVIN	110-00-46501-000-000	NASH 8/27/16	25.00
161348	9/09	VASH, BERNARD	110-00-46394-000-000	APPLIANCE STICKER	15.00
161349	9/09	SEBASTIAN, LAURA	110-00-21905-000-000	SPBH 8/30/16	100.00
161350	9/09	DYKEMAN, BRUCE	110-00-46394-000-000	APPLIANCE STICKER	15.00
161351	9/09	BANASZYNSKI, JOSEPH	110-00-46394-000-000	APPLIANCE STICKER	15.00
161352	9/09	BOWMAN, SHERYL	110-00-46394-000-000	APPLIANCE STICKER	30.00
161353	9/09	GRIS'E, ANGELA	110-00-21905-000-000	SPBH/ BENCH 8/28/16	350.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161354	9/09	LEVINSON, NICOLE	110-00-21905-000-000	SPBH 8/26/16	300.00
161355	9/09	EDWARDS, KEITH	110-00-21905-000-000	SPBH 8/27/16	300.00
161356	9/09	BARKLEY, FRED A	110-00-21905-000-000	BENCH/WOLF 8/28/16	50.00
161357	9/09	WHITE, TYNISHA	110-00-46501-000-000	CANCEL WASH PARK	100.00
161358	9/09	LANDQUEST	217-06-51619-259-000	#5959869-REHAB	16,238.49
161359	9/09	GALLEY, JEFFREY	110-09-56405-161-000	10/10/16 IME MILEAGE	49.57
161360	9/09	MORTON, SHAUN A	110-02-52107-263-000	8/10-12 VERNON HILLS	24.00
161361	9/09	GOMEZ, LEMUEL	110-01-50101-311-000	WATER	35.00
161362	9/09	GRABOT, TERRANCE	110-02-52103-263-000	8/27 WINNEBAGO	12.00
161363	9/09	ELDER, KATIE	631-09-50101-322-000	ACI REF BOOKS	634.15
161364	9/09	PAGE, BRIAN	110-09-56405-161-000	9/16 LIFE INS	176.75
161365	9/09	HOLVERSON, GREG	631-09-50101-261-000	2-7/16 535 MILES	288.90
161366	9/09	HOWARD, MARTIN	110-02-52103-263-000	8/26-27 WINNEBAGO	12.00
161367	9/09	MORRISSEY, KYLE	110-02-52103-263-000	8/26-27 WINNEBAGO	12.00
161368	9/09	GETKA, JAY	632-09-50101-263-000	8/16/16(2) MAUMEE OH	207.59
			632-09-50101-341-000	8/16/16 MAUMEE OH	29.50
				..... CHECK TOTAL	237.09
161369	9/14	WE ENERGIES	110-03-53109-221-000	08/16 STREETLIGHTING	62,605.73
			110-05-55109-221-000	08/16 STREETLIGHTING	256.75
				..... CHECK TOTAL	62,862.48
161370	9/14	RNOW, INC.	630-09-50101-393-000	08/16 PARTS/MATERIAL	3,315.26
			630-09-50101-393-000	08/16 PARTS/MATERIAL	2,940.76
			630-09-50101-393-000	08/16 PARTS/MATERIAL	1,930.59
			630-09-50101-393-000	08/16 PARTS/MATERIAL	1,566.31
			630-09-50101-393-000	08/16 PARTS/MATERIAL	1,013.98
			630-09-50101-393-000	08/16 SE PARTS/MATER	222.22
			 CHECK TOTAL	10,989.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161371	9/14	INTERSTATE ELECTRIC SUPPLY	110-05-55109-248-000	08/16 PA ELECTRICAL	137.34
			110-03-53109-375-000	08/16 ST ELECTRICAL	85.75
			110-03-53109-375-000	07/16 ST ELECTRICAL	69.20
			521-09-50101-375-000	08/16 AR ELECTRICAL	54.00
			521-09-50101-375-000	08/16 AR ELECTRICAL	27.90
			110-03-53109-375-000	07/16 ST ELECTRICAL	26.70
			110-03-53109-374-000	08/16 ST ELECTRICAL	17.72
				..... CHECK TOTAL	418.61
161372	9/14	KRANZ, INC.	630-09-50101-393-000	08/16 PRODUCTS & MAT	1,998.84
161373	9/14	KENOSHA JOINT SERVICES	110-02-52111-251-000	09/16 JOINT SVC	226,932.00
			110-02-52202-251-000	09/16 JOINT SVC	56,733.00
				..... CHECK TOTAL	283,665.00
161374	9/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY	29,970.41
			110-00-21562-000-000	WATER	5,704.00
			110-00-21562-000-000	9/15/16 SAL DEDCTS	3,880.00
				..... CHECK TOTAL	39,554.41
161375	9/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	CITY	677.31
			110-00-21541-000-000	LIBRARY	236.00
			110-00-21541-000-000	WATER	138.75
				..... CHECK TOTAL	1,052.06
161376	9/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	CITY	84,483.00
			110-00-21563-000-000	WATER	40.00
				..... CHECK TOTAL	84,523.00
161377	9/14	PALMEN BUICK	630-09-50101-393-000	08/16 SE PARTS & MAT	1,868.30
161378	9/14	BADGER TRUCK CENTER	630-09-50101-393-000	08/16 SE #2595 PART	249.93
			630-09-50101-393-000	08/16 SE #2994 PARTS	75.81
				..... CHECK TOTAL	325.74
161379	9/14	KENOSHA COUNTY	110-02-52105-283-000	09/16 MONTHLY RENT	9,704.67
161380	9/14	TRAK ENGINEERING.INC.	520-09-50201-347-000	PUMP CONTROL MODULE	226.24
161381	9/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	519505/20060191	237.13

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161382	9/14	LEITCH PRINTING CORP.	110-01-50901-311-000	08/16 AS B AYRES	36.00
161383	9/14	MAGID GLOVE & SAFETY	630-09-50101-393-000	08/16 SE GLOVES	393.00
161384	9/14	OAKES & SON, INC., A. W.	404-11-51604-589-000	EMERG. RUNWAY REPAI	7,400.00
161385	9/14	PAYNE & DOLAN INC.	403-11-51202-588-000	07/16 AGGREGATE MATE	7,417.24
			110-03-53103-355-000	08/16 ASPHALT MATERI	1,336.70
			110-03-53103-355-000	08/16 ASPHALT MATERI	545.93
				..... CHECK TOTAL	9,299.87
161386	9/14	REINDERS INC.	110-05-55109-344-000	HOSE PARTS	1,077.06
			630-09-50101-393-000	07/16 SE PARTS AND S	807.77
			524-05-50101-344-000	07/16 PA PARTS AND S	420.00
			110-05-55109-344-000	07/16 PA PARTS AND S	198.16
			110-05-55109-344-000	07/16 PA PARTS AND S	9.36
			110-05-55109-344-000	06/16 PA PARTS AND S	6.16
			524-05-50101-344-000	07/16 PA PARTS AND S	5.11
			524-05-50101-344-000	06/16 PA CREDIT PART	93.34CR
				..... CHECK TOTAL	2,430.28
161387	9/14	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	08/16 SWEEPER PARTS	1,005.00
161388	9/14	CHASE BANK KENOSHA	110-00-21513-000-000	9/09/16 HRLY DEDCTS	21,357.20
			110-00-21511-000-000	9/09/16 HRLY DEDCTS	11,655.82
			110-00-21612-000-000	9/09/16 HRLY DEDCTS	11,655.80
			110-00-21514-000-000	9/09/16 HRLY DEDCTS	3,246.85
			110-00-21614-000-000	9/09/16 HRLY DEDCTS	3,246.76
				..... CHECK TOTAL	51,162.43
161389	9/14	MILLER-BRADFORD & RISBERG	630-09-50101-393-000	08/16 SE PARTS & MAT	54.01
161390	9/14	TDS	110-01-51801-227-000	09/16 PHONE SERVICE	4,471.84
			110-00-15202-000-000	09/16 PHONE SERVICE	1,877.70
			520-09-50301-227-000	09/16 PHONE SERVICE	714.52
			110-03-53103-227-000	09/16 PHONE SERVICE	494.97
			110-00-14401-000-000	09/16 PHONE SERVICE	428.05
			632-09-50101-227-000	09/16 PHONE SERVICE	360.72
			521-09-50101-227-000	09/16 PHONE SERVICE	327.34
			110-05-55109-227-000	09/16 PHONE SERVICE	310.83
			110-03-53116-227-000	09/16 PHONE SERVICE	184.69
			501-09-50101-227-000	09/16 PHONE SERVICE	159.66
			110-02-52108-225-000	09/16 PHONE SERVICE	134.62
			520-09-50401-227-000	09/16 PHONE SERVICE	127.61
			110-02-52108-225-000	09/16 PHONE SERVICE	111.99
			110-02-52110-227-000	09/16 PHONE SERVICE	105.07
			524-05-50101-227-000	09/16 PHONE SERVICE	97.01
			520-09-50202-227-000	09/16 PHONE SERVICE	72.49
			110-02-52203-227-000	09/16 PHONE SERVICE	70.59

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			206-02-52205-227-000	09/16 PHONE SERVICE	63.07
			110-01-51801-225-000	09/16 PHONE SERVICE	57.24
			501-09-50105-227-000	09/16 PHONE SERVICE	47.08
			110-05-55111-227-000	09/16 PHONE SERVICE	47.06
			110-02-52110-225-000	09/16 PHONE SERVICE	40.36
			520-09-50301-225-000	09/16 PHONE SERVICE	4.64
			110-03-53103-225-000	09/16 PHONE SERVICE	4.30
			501-09-50105-225-000	09/16 PHONE SERVICE	4.29
			110-05-55111-225-000	09/16 PHONE SERVICE	4.24
			521-09-50101-225-000	09/16 PHONE SERVICE	3.88
			524-05-50101-225-000	09/16 PHONE SERVICE	3.82
			632-09-50101-225-000	09/16 PHONE SERVICE	3.38
			110-05-55109-225-000	09/16 PHONE SERVICE	1.83
			520-09-50401-227-000	09/16 PHONE SERVICE	.14
				..... CHECK TOTAL	10,335.03
161391	9/14	WIS DEPT OF TRANSPORTATION	402-11-51403-219-000	DESIGN	2,178.43
			402-11-51205-589-000	EST. SHARE-STH 50	.28
				..... CHECK TOTAL	2,178.71
161392	9/14	MISURELLI & SON, INC	501-00-21128-000-000	ESCROW 7811 60 AV	5,000.00
161393	9/14	FIREFIIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	9/15/16 DEDCTS	4,285.00
161394	9/14	PAT'S SERVICES, INC.	110-05-55108-282-000	7/7-8/3 ADDITIONS	1,344.00
			110-05-55108-282-000	8/4-8/8 PORTABLE UNI	635.00
			110-05-55108-282-000	7/18-8/14 MUNI ADDIT	252.00
			110-05-55108-282-000	8/26-8/27 KEN PK ADD	150.00
			205-03-53119-282-000	7/12-8/8 PORTABLE TO	140.00
			205-03-53119-282-000	6/14-7/11 PORTABLE T	140.00
			110-05-55108-282-000	7/22-8/18 PORTABLE U	140.00
			110-05-55108-282-000	7/22-8/18 PORTABLE U	140.00
			110-05-55108-282-000	7/22-8/18 PORTABLE U	140.00
			110-05-55108-282-000	6/24-7/21 PORTABLE U	140.00
			110-05-55108-282-000	6/24-7/21 PORTABLE U	140.00
			110-05-55108-282-000	6/24-7/21 PORTABLE U	140.00
			110-05-55108-282-000	RING ROAD ADDITIONS	55.00
				..... CHECK TOTAL	3,556.00
161395	9/14	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	07/16 PA TOOLS AND S	309.00
			501-09-50105-361-000	07/16 SW TOOLS AND S	200.08
			501-09-50105-361-000	07/16 SW TOOLS AND S	168.75
			501-09-50105-361-000	08/16 SW TOOLS AND S	22.17
				..... CHECK TOTAL	700.00

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161396	9/14	BOYS & GIRLS CLUB OF KENOSHA	722-00-21988-000-000	GOLF LESSONS	960.00
161397	9/14	LEE'S RENT IT	110-05-55109-246-000	07/16 PA SUPPLIES &	100.00
161398	9/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	9/15/16 SAL DEDCTS	1,100.00
161399	9/14	CARMICHAEL COMMUNICATIONS	222-09-50101-259-000	2016 MOVIES NASH SCH	1,781.39
161400	9/14	PETCO	110-02-52103-381-000	08/16 PET FOOD & SUP	89.68
161401	9/14	GORDIE BOUCHER FORD	630-09-50101-393-000	08/16 SE PARTS / LAB	6.70
161402	9/14	PITNEY BOWES GLOBAL FINANCE	110-01-51306-282-000	08/16 MACHINE LEASE/	386.59
161403	9/14	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	2ND QTR ADMIN. OVERS	7,386.00
161404	9/14	MESSERLI & KRAMER P.A.	110-00-21581-000-000	15CV1368A K SUCHY	375.99
161405	9/14	MANDLIK & RHODES	501-09-50102-219-000	07/16 ADMIN FEE	350.00
			501-09-50102-219-000	08/16 WASTE COUPON P	193.67
			501-09-50102-219-000	08/16 WASTE COUPON P	60.48
			501-09-50102-219-000	07/16 WASTE COUPON P	23.54
			501-09-50102-219-000	08/16 WASTE COUPON P	10.93
			501-09-50102-219-000	08/16 WASTE COUPON P	9.62
				..... CHECK TOTAL	648.24
161406	9/14	LEE PLUMBING, INC.	110-03-53107-344-000	08/16 HVAC, PLUMBING	308.25
161407	9/14	LAKESIDE INTERNATIONAL TRUCK	420-11-51501-579-000	(3) DUMP TRUCKS	219,512.00
			420-11-51501-579-000	(3) DUMP TRUCKS	219,512.00
			420-11-51501-579-000	(3) DUMP TRUCKS	219,512.00
			206-02-52205-344-000	08/16 FD PARTS/MATER	101.76
				..... CHECK TOTAL	658,637.76
161408	9/14	PAUL CONWAY SHIELDS	110-02-52206-367-000	08/16 TURNOUT GEAR	550.00
161409	9/14	MID-STATE EQUIPMENT	521-09-50101-344-000	08/16 AR SERVICE/PAR	162.16
			630-09-50101-393-000	08/16 SE SERVICE/PAR	65.37
				..... CHECK TOTAL	227.53

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161410	9/14	LETTERING MACHINE	110-02-52206-367-000	07/16 FD CLOTHING	174.00
			110-02-52206-367-000	06/16 CLOTHING	139.00
			110-02-52206-367-000	07/16 CLOTHING	71.00
				..... CHECK TOTAL	384.00
161411	9/14	WIS DEPT OF REVENUE	761-00-21512-000-000	08/16 KCM DEDUCTS	267.00
161412	9/14	JOHNSON BANK	110-00-21532-000-000	CITY	25,846.20
			110-00-21532-000-000	WATER	3,775.83
			110-00-21532-000-000	LIBRARY	1,305.00
				..... CHECK TOTAL	30,927.03
161413	9/14	NIELSEN MADSEN & BARBER SC	631-09-50101-219-000	PROF SERV THRU 8/11	561.00
161414	9/14	OSI ENVIRONMENTAL INC	632-09-50101-389-000	08/16 SE REMOVAL SER	65.00
			110-03-53117-253-000	07/16 REMOVAL SERVIC	65.00
			110-03-53117-253-000	08/16 REMOVAL SERVIC	65.00
				..... CHECK TOTAL	195.00
161415	9/14	WRIGHT EXPRESS FSC	110-03-53109-341-000	07/16 CNG PURCHASES	106.06
			110-03-53103-341-000	07/16 CNG PURCHASES	26.52
				..... CHECK TOTAL	132.58
161416	9/14	FOSTER COACH SALES, INC.	206-02-52205-344-000	08/16 REPAIR PARTS	138.86
161417	9/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	12-22152-JES HAMILTO	743.00
161418	9/14	MSC INDUSTRIAL SUPPLY	520-09-50201-317-000	07/16 TD SHOP SUPPLI	308.01
			110-02-52203-385-000	08/16 FD SUPPLIES/RE	255.70
			630-09-50101-393-000	08/16 SE FASTENERS	237.47
			206-02-52205-344-000	08/16 FD SUPPLIES/RE	184.24
			206-02-52205-344-000	08/16 FD SUPPLIES/RE	147.41
				..... CHECK TOTAL	1,132.83
161419	9/14	RED BARN DESIGN/ENGINEERING	405-11-51604-219-000	7/1-29/16 DESIGN-HP	5,125.00
161420	9/14	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	2008CV001171 L DIETR	261.16
161421	9/14	RESERVE ACCOUNT	110-01-51306-312-000	REPLENISH POSTAGE	10,000.00

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161422	9/14	KENOSHA COMMUNITY FOUNDATION	222-09-50101-259-000	2016 LINC PK LIVE	1,000.00
161423	9/14	WIS SCTF	110-00-21581-000-000	9/15/16 SAL DEDCTS	10,246.75
161424	9/14	OFF THE WALL PRODUCTS, LLC	110-03-53103-378-000	BARRICADE SHEETING	253.12
			110-03-53103-378-000	BARRICADE SHEETING	253.12
			110-03-53103-378-000	BARRICADE SHEETING	126.56
			110-03-53103-378-000	BARRICADE SHEETING	126.56
				..... CHECK TOTAL	759.36
161425	9/14	C-HAN'S MOBILE DUSTLESS	520-09-50201-235-000	SANDBLAST GENERATOR	1,768.00
161426	9/14	PREVOST CAR (US) INC	520-09-50201-347-000	07/16 BUS PARTS	1,035.63
			520-09-50201-347-000	06/16 BUS PARTS	862.33
			520-09-50201-347-000	06/16 BUS PARTS	509.63
			520-09-50201-347-000	07/16 BUS PARTS	365.00
			520-09-50201-347-000	06/16 BUS PARTS	183.60
			520-09-50201-347-000	07/16 BUS PARTS	139.19
			520-09-50201-347-000	07/16 BUS PARTS	25.80
			520-09-50201-347-000	07/16 BUS PARTS	6.20
				..... CHECK TOTAL	3,127.38
161427	9/14	CARDMEMBER SERVICE	110-01-50101-262-000	9/26-28 LOS ANGELES	428.30
			110-01-51301-262-000	09/1/16 CLEVELAND	278.20
			110-01-51301-262-000	9/26-28 LOS ANGELES	253.20
				..... CHECK TOTAL	959.70
161428	9/14	MOTION INDUSTRIES	520-09-50201-347-000	08/16 TD MERCHANDISE	112.58
161429	9/14	KENOSHA COUNTY	110-09-56501-259-567	RES 78-16 CLEAN UPS	1,540.34
161430	9/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	09/15/16 HOWARD	375.00
161431	9/14	GRAINGER	521-09-50101-353-000	08/16 AR PARTS AND M	492.48
161432	9/14	HAPPENINGS MAGAZINE	222-09-50101-259-909	08/16 PRR/PB&J ADVER	493.00
			222-09-50101-259-909	07/16 PIKE RIVER ADV	493.00
			222-09-50101-259-000	08/16 PRR/PB&J ADVER	363.00
			222-09-50101-259-000	07/16 AD ADVERTISING	363.00
			222-09-50101-259-000	07/16 AD ADVERTISING	363.00
				..... CHECK TOTAL	2,075.00

START DATE FOR SUMMARY: 9/01 END DATE FOR SUMMARY: 9/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161433	9/14	GILLIG CORPORATION	520-09-50201-347-000	08/16 BUS PARTS	244.56
161434	9/14	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	08/16 SE REPAIR PART	141.87
			630-09-50101-393-000	07/16 SE REPAIR PART	12.14
				..... CHECK TOTAL	154.01
161435	9/14	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	08/16 BUS PARTS	1,159.80
			520-09-50201-347-000	08/16 BUS PARTS	289.95
				..... CHECK TOTAL	1,449.75
161436	9/14	SOOMRO, MUNIR	110-00-45103-000-000	PARTIAL RESTITUTION	191.90
161437	9/14	DALEY, STARLYNN	110-00-45103-000-000	RESTITUTION	491.46
161438	9/14	ALFREDSON, DAVID G.	110-02-52107-263-000	8/17-19 GREEN BAY	63.00
161439	9/14	SOBBE, STACEY	110-02-52107-263-000	8/17-19 GREEN BAY	63.00
161440	9/14	DESCHLER, STEVEN H.	110-02-52107-263-000	8/17-19 GREEN BAY	63.00
161441	9/14	GONZALEZ, REYNALDO	520-09-50101-367-000	2016 UNIFORM ALLOW	52.74
161442	9/14	MIKOLAS, KEVIN	110-01-51601-261-000	08/16 583 MILES	314.82
161443	9/14	WILKE, BRIAN	110-01-51601-261-000	08/16 88 MILES	47.52
161444	9/14	WASHINGTON, AL	110-01-50901-261-000	08/16 373 MILES	201.42
161445	9/14	ARMSTRONG, DARYL	110-01-51601-261-000	08/16 318 MILES	171.72
161446	9/14	SARANG, KARAN	110-01-51601-261-000	08/16 328 MILES	177.12
161447	9/14	BAKER, ELIZABETH	110-01-50901-261-000	08/16 305 MILES	164.70
161448	9/14	KROENING, DOUG	110-01-51601-261-000	08/16 5 MILES	2.70
161449	9/14	KETTERHAGEN, STEVEN	110-01-51601-261-000	08/16 232 MILES	125.28
161450	9/14	ZIGNER, KATELYN	631-09-50101-261-000	08/16 191 MILES	103.14
GRAND TOTAL FOR PERIOD *****					3,315,542.33

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between The City of Kenosha (“Kenosha”) and Rasch Construction and Engineering, Inc., (“Rasch”). Kenosha and Rasch may individually be referred to herein as a “Party” or collectively the “Parties.”

WHEREAS, Kenosha and Rasch entered into a written contract (the “Contract”), for the construction and resurfacing of the Washington Velodrome located in Washington Park, Kenosha, WI (the “Project”);

WHEREAS, a dispute arose between the Parties regarding the sufficiency of the work performed by Rasch on the Project (the “Claim”);

WHEREAS, the Parties reached an agreement to fully and finally settle all claims and disputes either Party may have against one another regarding the Contract, the Project and the Claim in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. Recitals. The recitals set forth above are fully incorporated into the terms of this Agreement as if set forth herein.

2. Common Council Approval. This Agreement is conditioned on the City of Kenosha Common Council review and approval. The Parties shall retain all claims absent such approval.

3. Party Undertakings.

a. Rasch. Rasch shall, for the total sum of Twenty-five Thousand Dollars and 00/100 (\$25,000.00):

(1) remove and reconstruct panels 90 through 104 of the Project as identified in Exhibit 1, attached hereto and incorporated herein. The reconstruction shall comply with the plans and specifications of the Contract;

(2) prior to installation of panels 90 through 104, Rasch shall test the dense graded base course to ensure proper compaction tested by a certified soil testing firm that is approved by the City. If the compaction testing indicates the compaction to be unsatisfactory, Rasch shall take appropriate action to compact the materials to a satisfactory compaction confirmed by further testing;

(3) conduct comprehensive investigation of panels 11 through 13 (Exhibit 1) to determine whether voids exist beneath the panels which could compromise their integrity and

function. If voids are discovered, take necessary action to ensure the integrity of the panels. The investigation shall be documented by written findings submitted to the City; and

(4) weather permitting, complete the undertakings set forth herein no later than November 15, 2016. In the event the reconstruction cannot be completed by November 15, 2016, due to weather related delays, the unfinished work shall be completed no later than April 20, 2017.

b. City.

(1) City shall pay to Rasch the withheld contract retention proceeds, Six Thousand Dollars and 00/100 (\$6,000.00) within ten (10) days after last execution of this Agreement.

(2) City shall pay the sum of Twenty-five Thousand Dollars and 00/100 (\$25,000.00) to Rasch (the "Settlement Payment"). The Settlement Payment is inclusive of all costs, fees and disbursements. Payment shall be due within ten (10) days after Reconstruction acceptance.

4. Warranty. Rasch will repair or replace any Work described in 3.a. (Rasch Undertakings), which is defective at no cost to City for a period of one (1) calendar year after the date of acceptance of work by the City Common Council.

5. Mutual Release. Except as otherwise provided for herein, for the consideration of the satisfactory completion of the Rasch Undertakings (3.a. herein), Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby releases, acquits and forever discharges Rasch as well as its respective subcontractors, material suppliers, laborers, principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns ("Released Parties") from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Kenosha may have against Rasch and/or the Released Parties in relation to or regarding the Contract, the Project and/or the Claim.

Rasch, as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns hereby release, acquit and forever discharge Kenosha as well as its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from any and all claims, actions, causes of action, demands, liabilities, rights, damages, costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which it may have against Kenosha in relation to or regarding the Contract, the Project and/or the Claim. Rasch shall indemnify, defend and hold harmless Kenosha and its principals, subsidiaries, officers, agents, employees, administrators, insurers, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney's fees which they may incur, pay or sustain as a result of a claim by a Released Party relating to or arising from the Contract, the Project and/or the Claim.

This is intended to be a full and final release of all claims between the Parties.

6. Agreement Closeout Obligation/Acceptance. Rasch will complete and return the Agreement closing documents attached hereto as Attachment 2. Upon receipt, City will process the closeout documents as soon as practical to promote acceptance of the undertakings described herein.

7. Release/Assumption of Obligations. Except for the Undertakings identified in Paragraph 3 and Agreement closeout obligation identified in paragraph 6, the Contract shall be terminated effective as of the date of this Agreement and Rasch and its subcontractors and suppliers shall be released from all obligations relating to the Contract and/or the Project including, but not limited to, all obligations to perform the work, all warranties, whether express or implied, all obligations to obtain and/or maintain its performance and payment bond for the Project and all obligations to obtain and/or maintain insurance for the Project.

8. Denial of Liability. It is understood and agreed that this settlement is the compromise of disputed claims, and that the payment made and actions taken by the Parties pursuant to this Agreement are not to be construed as an admission of liability on the part of the Parties. The Parties intend merely to avoid litigation and resolve their disputes pursuant to this Agreement. The City shall be released from all obligations relating to the Contract and/or Project including, but not limited to, monetary payment for services rendered. The Contract balance shall be deemed paid in full.

9. Right to Consult an Attorney. Each Party has had sufficient time to review this Agreement with their respective counsel prior to executing the same. Each Party acknowledges that they read this Agreement, that they understand the Agreement's meaning and intent and executed this Agreement of their own free will and volition.

10. Attorney Fees. The Parties shall be solely responsible for their own legal fees and costs incurred with respect to entering into this Agreement, with no contribution required from another Party. However, in the event any Party breaches this Agreement or fails to fulfill their obligations hereunder, the non-breaching Party may enforce this Agreement and shall be entitled to recovery of reasonable attorney's fees and costs incurred to enforce this Agreement.

11. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

12. Authentication. By executing this Agreement, City acknowledges that this Agreement was reviewed and approved by a duly authorized, public meeting of the City of Kenosha Common Council wherein a quorum of council members were present and a majority of such quorum voted in favor of the passage of a motion approving this Agreement. Such approval as recited herein shall presumptively establish that the action of the Council shall be binding upon the City.

13. Construction. The Parties understand and agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

14. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements, negotiations, representations, promises, or understandings between the Parties hereto pertaining to the subject matter hereof. The Parties acknowledge that no representation, promise or inducement has been made other than as set forth in this Agreement, and that each Party enters into this Agreement without reliance upon any other representation, promise or inducement not set forth herein. Each Party, by signature below, represents and warrants that the signatory has authority to sign and bind the respective Party to this Agreement.

CITY OF KENOSHA

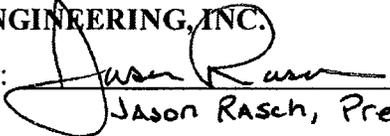
By: _____
John M. Antaramian, Mayor

Dated: _____

By: _____
Debra Salas, City Clerk/Treasurer

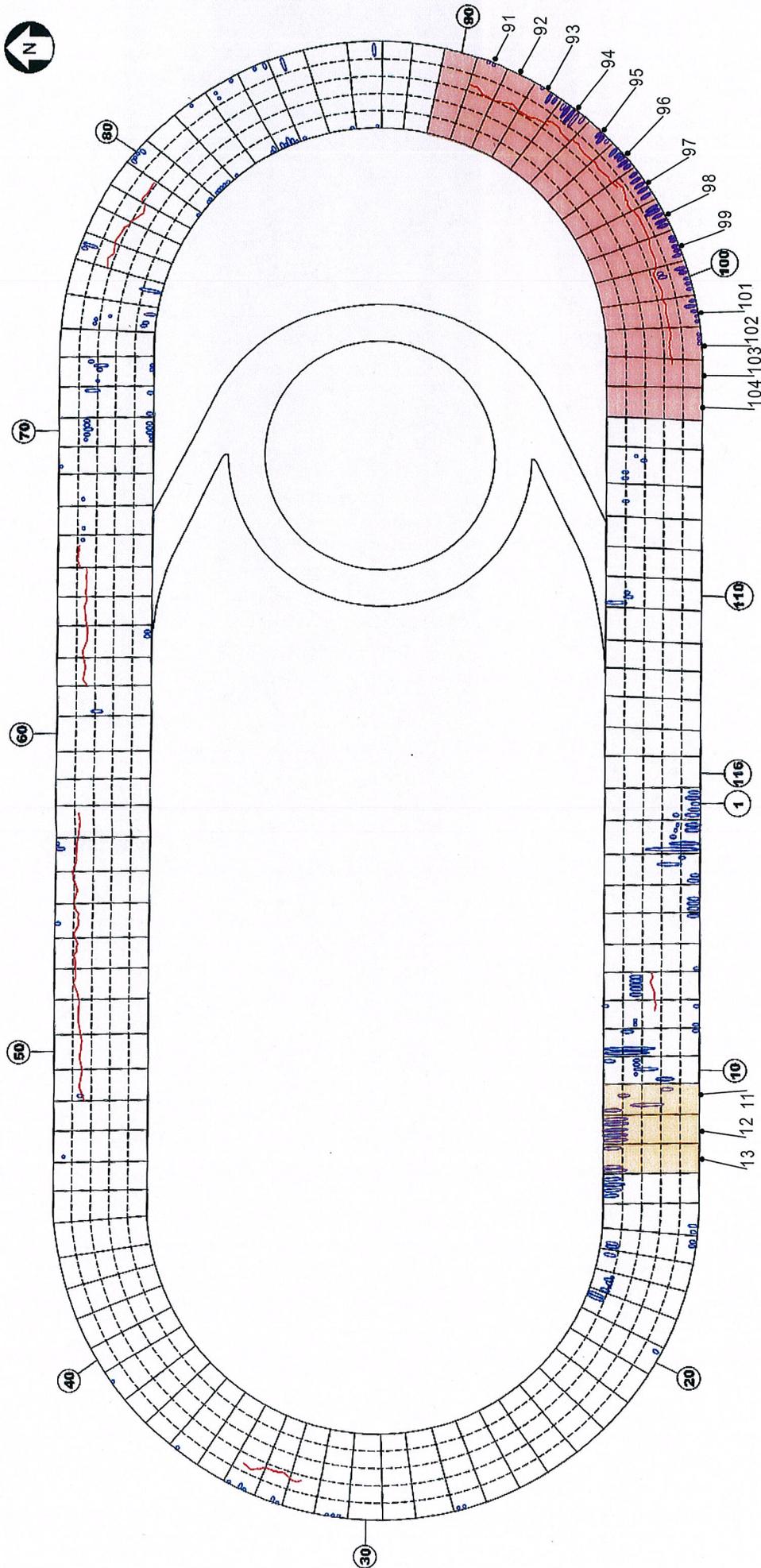
Dated: _____

**RASCH CONSTRUCTION AND
ENGINEERING, INC.**

By: 
Jason Rasch, President

Dated: 9/26/16

City of Kenosha - Velodrome



ATTACHMENT 1

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Subject: Affidavits Required Prior to Final Payment

Project: #13-1414 Washington Velodrome Resurfacing

Pursuant to your contract, you are required to pay your employees not less than the prevailing wage rate applicable in Kenosha at the time of contract signing. You are also required to promptly pay all subcontractors and suppliers for all labor, services, supplies or material which they may directly or indirectly furnish in the fulfillment of said contract and secure, as soon as possible, a waiver of lien or the release of any and all liens which may attach as a result of the work, to be furnished to the engineer before the final payment is made.

Please complete and return:

1. Signed checking copy.
2. Prime Contractor Affidavit of Compliance with Prevailing Wage Rate Determination listing all subcontractors.
3. Agent of subcontractor Affidavit of Compliance with Prevailing Wage Rate Determination.
4. Affidavit Respecting Construction Lien Waivers/Releases – **this affidavit is not the same as a lien waiver.**
5. **Your original lien waiver.**
6. **Subcontractors lien waivers – as a condition of the Affidavit respecting construction lien waivers/releases, also provide the original of the lien waivers or release for ALL subcontractors and material suppliers involved in the project as listed below:**

[Insert Subcontractors] – None listed on Page 9 of Contract Book

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.
 (See Section 15.04(1)(m), Wisconsin Statutes for details.)

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of _____))SS County Of _____)
--

Project Name: _____

Project # : _____ Determination # : _____

Date Determination Issued: _____

Awarding Agency: _____

Date of Contract: _____

Date Work Completed: _____

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	(_____) Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(c) and 103.49(4r)(c), Wisconsin Statutes.

The use of this form is mandatory.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

List of Agents and Subcontractors

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination

Personally identifiable information may be used for secondary purposes.
(See Section 15.04(1)(m), Wisconsin Statutes for details.)

This form must **ONLY** be filed with the **Awarding Contractor** indicated below.

State Of _____) County Of _____)SS

Project Name: _____

Project # : _____ Determination # : _____

Date Determination Issued: _____

Awarding Contractor: _____

Date Of Subcontract: _____

Date Work Completed: _____

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- I am the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a subcontract with the above-named awarding contractor and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(b) or 103.49(4r)(b), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding contractor.
- I have fully complied with all of the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- I have received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- I have full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- I will retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding contractor.

Name of Corporation, Partnership, Sole Proprietorship or Business	
Address (Include Street or P.O. Box, City, State and ZIP Code)	
PRINT Name of Authorized Officer	Date Signed
Signature of Authorized Officer	() Telephone Number

The statutory authority for the use of this form is prescribed in Sections 66.0903(9)(b) and 103.49(4r)(b), Wisconsin Statutes.

The use of this form is mandatory.

The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

List of Agents and Subcontractors

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

Name _____

Address _____

City, State, Zip Code _____

Telephone Number (_____) _____

