

**Agenda**  
**Special Meeting**  
**Public Works Committee**

**625 52<sup>nd</sup> Street, Room 202**  
**Monday, October 3, 2016**  
**6:00 PM**

Chairperson David F. Bogdala  
Vice Chairperson Mitchell Pedersen  
Aldersperson Jesse Downing

Aldersperson John Fox  
Aldersperson Kevin E. Mathewson  
Aldersperson G. John Ruffolo

Call to Order  
Roll Call  
Citizens Comments

Approval of the minutes of the meeting held on September 14, 2016.

1. Resolution by the Committee on Public Works – To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 16-1208 Sidewalk & Curb/Gutter Program (Citywide Locations) (All Districts) **PUBLIC HEARING**
2. Request for use of city-owned land east of the Museum parking lots by George Hockney on Sunday, October 16, 2016 (with a rain date of October 23, 2016) for a Toys for Tots event. (District 2) (deferred at the September 14, 2016 meeting)
3. Request for use of city-owned property (per map) by the City of Kenosha from June 27, 2017-July 5, 2017 for the Celebrate America Event. (District 2)
4. Request from Stephen Lee (D-Leecious Dogs) for use of city-owned parking lot located at the Southport Marina (3<sup>rd</sup> Avenue & 57<sup>th</sup> Street) for a Peddler Stand to be effective for the term through September 30, 2017. (District 2) (deferred at the September 14, 2016 meeting)
5. Request from Tina Brehm (Pawlie's Diner) for use of city-owned parking lot located at the Southport Marina (3<sup>rd</sup> Avenue & 57<sup>th</sup> Street) for a Peddler Stand to be effective for the term through September 30, 2017. (District 2) (deferred at the September 14, 2016 meeting)
6. Award of Contract for Project 16-1121 6<sup>th</sup> Avenue Storm Sewer (6<sup>th</sup> Avenue – 60<sup>th</sup> Street to 59<sup>th</sup> Street) to DK Contractors, Inc. (Pleasant Prairie, Wisconsin) in the amount of \$176,000. (District 2) (referred to SWU)

7. Award of Contract for Project 16-2004 Kenosha Engine Plant – Sitewide Soil Remediation (5555 30<sup>th</sup> Avenue) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount \$6,214,732.15. (District 7)
8. Change Order (Contract Deadline Only) for Project 16-2004 Kenosha Engine Plant – Sitewide Soil Remediation (5555 30<sup>th</sup> Avenue). (District 7)
9. Acceptance of Project 16-1427 Nash Park Ball Stop (6022 60<sup>th</sup> Street) which has been satisfactorily completed by Bane-Nelson, Inc. (Kenosha, Wisconsin). The final amount of the contract is \$9,600. (District 11) (Park Commission 3-Ayes, 0-Noes)
10. Resolution by Finance Committee – Resolution to Correct Resolution 93-16 (Project 13-1016 2013 Resurfacing Phase III. (District 1) (referred to Finance)
11. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin with Rasch Construction & Engineering, Inc. (Referred to Finance, Park Commission 3-Ayes, 0-Noes)  
**CLOSED SESSION: The Public Works Committee may go into Closed Session regarding this item, pursuant to Â§19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Public Works Committee may or may not reconvene into open session.**
12. Set date and time for 2017 Budget Review.

## ALDERPERSONS' COMMENTS

*IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 262-653-4050 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.*

PUBLIC WORKS COMMITTEE  
- MINUTES -

WEDNESDAY, SEPTEMBER 14, 2016  
5:30 PM

Chairperson David F. Bogdala  
Vice Chairperson Mitchell Pedersen  
Aldersperson Jesse Downing

Aldersperson John Fox  
Aldersperson Kevin E. Mathewson  
Aldersperson G. John Ruffolo

A special meeting of the Public Works Committee was held on Wednesday, September 14, 2016 in Room 202 of the Municipal Building. At roll call the following members were present: Chairperson David F. Bogdala, Vice Chairperson Mitchell Pedersen, Alderspersons Jesse Downing, John Fox, Kevin E. Mathewson and G. John Ruffolo. The meeting was called to order at 5:41 PM. Staff members in attendance were Shelly Billingsley, Director of Public Works; Ryan Spackman, Senior Civil Engineer; Deputy Fire Chief John Poltrock; Aldersperson Wilson; and Aldersperson LaMacchia.

Citizen's Comments – None

Approval of minutes of regular meeting held on August 29, 2016.

*It was moved by Aldersperson Mathewson, seconded by Aldersperson Ruffolo to approve. Motion passed 6-0.*

1. Request for use of city-owned land east of the Museum parking lots by George Hockney on Sunday, October 16, 2016 (with a rain date of October 23, 2016) for a Toys for Tots event. (District 2)  
*Staff: Shelly Billingsley spoke.*  
*Public Hearing: None*  
*It was moved by Aldersperson Ruffolo, seconded by Aldersperson Downing to defer. Motion passed 6-0.*
2. Request from Stephen Lee (D-Leecious Dogs) for use of city-owned parking lot located at the Southport Marina (3<sup>rd</sup> Avenue & 57<sup>th</sup> Street) for a Peddler Stand to be effective for the term through September 30, 2017. (District 2)  
*Staff: Shelly Billingsley spoke.*  
*Public Hearing: Stephen Lee spoke.*  
*It was moved by Aldersperson Fox, seconded by Aldersperson Mathewson to approve with restriction of operation from June 28-July 5. After further discussion it was then moved by Aldersperson Ruffolo, seconded by Aldersperson Mathewson to defer to a special meeting on October 3, 2016. Motion carried 5-1 with Aldersperson Fox voting nay.*
3. Request from Tina Brehm (Pawlie's Diner) for use of city-owned parking lot located at the Southport Marina (3<sup>rd</sup> Avenue & 57<sup>th</sup> Street) for a Peddler Stand to be effective for the term through September 30, 2017. (District 2)  
*Staff: Shelly Billingsley spoke.*  
*Public Hearing: Tina Brehm spoke.*  
*It was moved by Aldersperson Mathewson to approve with staff's recommendation. After further discussion, it was then moved by Aldersperson Ruffolo, seconded by Aldersperson Pedersen to defer to a special meeting on October 3, 2016. Motion carried 4-2 with Alderspersons Fox & Mathewson voting nay.*

4. Award of Contract for Project 15-1124 Nash Park Outfall (5909 56<sup>th</sup> Street) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$109,900. (District 11) (referred to SWU)  
*Staff: Shelly Billingsley spoke.*  
*It was moved by Alderperson Ruffolo, seconded by Alderperson Downing to approve.*  
*Motion passed 6-0.*
  
5. Award of Contract for Project 16-1231 Uptown Light Pole Painting (22<sup>nd</sup> Avenue – 60<sup>th</sup> Street to 64<sup>th</sup> Street, 63<sup>rd</sup> Street – 24<sup>th</sup> Avenue to 14<sup>th</sup> Avenue) to JDR Painting, LLC (Kenosha, Wisconsin) in the amount of \$54,000. (District 3)  
*Staff: Shelly Billingsley & Ryan Spackman spoke.*  
*It was moved by Alderperson Mathewson, seconded by Alderperson Pedersen to approve. Motion passed 6-0.*
  
6. Resolution – To Amend the City of Kenosha Capital Improvement Program for 2015 By Increasing IN14-002 “7<sup>th</sup> Ave – 65<sup>th</sup> Street – 75<sup>th</sup> Street” by \$39,500 and Decreasing IN93-002 “Roadway Repairs” by \$39,500 for a Net Change of \$0.  
*Staff: Shelly Billingsley spoke.*  
*It was moved by Alderperson Mathewson, seconded by Alderperson Pedersen to approve. Motion passed 6-0.*

DISCUSSION ITEM: Review of Kenosha Fire Department Fire Station Plan – Deputy Fire Chief John Poltrock; Paul McNeely, Division Chief of Training; Jim Poltrock, Assistant Division Chief EMS; Dr. Charles Cady, Medical Director; and Ricardo Lebron, President Local 414 spoke.

ALDERPERSONS' COMMENTS – None

ADJOURNMENT – *There being no further business to come before the Public Works Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 7:07 PM.*

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC WORKS

**TO ORDER THE COST OF PUBLIC SIDEWALK  
AND/OR DRIVEWAY APPROACH CONSTRUCTION  
AND/OR REPLACEMENT TO BE SPECIALLY  
ASSESSED TO ABUTTING PROPERTY**

**WHEREAS,** on the **3<sup>rd</sup> day of October, 2016,** the Common Council of the City of Kenosha, Wisconsin, held a properly noticed Public Hearing and heard all persons wishing to be heard regarding public sidewalk and/or driveway approach construction, and/or replacement, at the cost of owners of parcels of property listed in a report on file in the Office of the Department of Public Works for the City of Kenosha, Wisconsin, which about the following Streets:

Citywide Locations

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 5.05 of the Code of General Ordinances, and Section 66.0627, Wisconsin Statutes:

1. The owner of each parcel described on file may have the sidewalk and driveway approach abutting said parcel constructed, repaired or replaced ("Work") prior to the start of work on their block, upon obtaining a proper permit under Chapter 5 of the Code of General Ordinances.

2. If the owner fails to complete such Work within the time specified, the Common Council shall cause the Work to be done at the expense of the property owner by contract let to the lowest responsible bidder, and the Work will be paid for by

assessing the cost of the Work to the benefited property. Invoices for said Work will be sent out after the first of the year following Work being completed.. If the cost of Work is under One Hundred (\$100.00) Dollars, it shall be paid in its entirety within thirty (30) days of receipt of invoice. If the cost of Work is over One Hundred (\$100.00) Dollars, it may be paid in its entirety within thirty (30) days of receipt of invoice, and if not so paid, placed on the tax roll for a period of three (3) years at an interest rate of seven and one-half (7.5%) per annum. If not paid within the period fixed, such a delinquent special charge shall become a lien as provided in Section 66.0703(13), Wisconsin Statutes, as of the date of such delinquency, and shall automatically be extended upon the current or next tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charge.

3. The Director of Public Works shall serve a copy of this Resolution on each property owner by publishing the same in the official newspaper, together with a mailing by first class mail to the owner, if their post office address is known or can be ascertained with reasonable diligence.

Adopted this 3<sup>rd</sup> day of October, 2016.

APPROVED:

Date:

\_\_\_\_\_  
JOHN M. ANTARAMIAN, MAYOR

ATTEST:

Date:

\_\_\_\_\_  
DEBRA L. SALAS, CITY CLERK

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
01-122-01-101-013-0		25.000	\$182.50
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$7.30 = \$182.50	
DR JOHN BOSTANCHE		NUMBER OF SQUARES 1	
6018 022 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
JOHN BOSTANCHE		LOTS 25 & 26 BLK 1 WOOLLACOTT'S	
23373 98TH ST		SUB PT NE 1/4 SEC 1 T 1 R 22 EXC	
SALEM, WI 53168		COM SE COR OF LOT 25 TH W 8.53 FT	
		N'LY 50.03 FT E 10.63 FT S 50 FT T	
		POB ALSO COM 6 IN N OF SW COR LOT	
		TH E 54.25 FT NE'LY 5 FT E 64.42 F	
		S 3 FT W 125.47 FT N 6 IN TO POB	
		DOC #993571	
		DOC#1041590	
		DOC#1483360	
		DOC#1583023	
		DOC#1710848	
		DOC#1722293	
		DOC#1738866	

01-122-01-101-017-0		175.000	\$1,277.50
PROPERTY ADDRESS		4" CONC R-R 175.00SF @ \$7.30 = \$1277.50	
ANTONIO ISMAEL GARCIA		NUMBER OF SQUARES 7	
6034 022 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ANTONIO I GARCIA		LOT 18 EXC TH W 43 FT, LOT 19 EXC	
9206 11TH AVE		TH W 43 FT OF S 14 FT 4 INCHES,	
PLEASANT PRAIRIE, WI 53158		ALL OF LOT 20 & TH S 5 FT OF LOT	
		21 BLK 1 WOOLLACOTT'S SUB NE 1/4	
		SEC 1 T1 R22	
		(1998 PT 01-122-01-101-015)	
		DOC#1063909 .199 AC	
		DOC#1072716	
		DOC#1507850	

01-122-01-104-002-0		175.000	
PROPERTY ADDRESS		ADDITIONAL 175.00SF @ \$0.00 = \$0.00	
DANIEL P & DENISE A HICKEY		NUMBER OF SQUARES	
2507 060 ST		7 SQ DONE AT CITY COST	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DANIEL P & DENISE A HICKEY		8999-2 THE N 95 FT OF THE FOL:	
6228 LARCHMONT DR		LOT 2 & THE E 17 FT OF LOT 3	
RACINE, WI 53406		KENOSHA REALTY CO'S 1ST ADD	
		PT NE 1/4 SEC 1 T 1 R 22 SUBJ	
		TO 8 FT ROW ON E	
		DOC#1014591	
		DOC#1380468	
		DOC#1607161	

01-122-01-104-012-0		100.000	\$730.00
PROPERTY ADDRESS		4" CONC R-R 100.00SF @ \$7.30 = \$730.00	
ENRIQUE ESTRADA JR		NUMBER OF SQUARES 4	
6027 026 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
ENRIQUE ESTRADA JR		LOT 13 KENOSHA REALTY COS 1ST	
6027 26TH AVE		ADD BEING PT OF NE 1/4 SEC 1 T	
KENOSHA, WI 53143-4313		1 R 22	

01-122-01-106-016-0		75.000	\$553.75
PROPERTY ADDRESS		4" CONC R-R 50.00SF @ \$7.30 = \$365.00	
TEODORO CRUZ PEREZ		6" CONC R-R 25.00SF @ \$7.55 = \$188.75	
2420 063 ST		NUMBER OF SQUARES 3	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
TEODORO CRUZ PEREZ		LOT 55 KENOSHA REALTY COS 1ST	
6016 37TH AVE		ADD BEING PT OF NE 1/4 SEC 1	
KENOSHA, WI 53142		T1 R 22 ALSO PT S 1/2 OF VACATED	
		ALLEY RES#104-96 DOC#1036148	
		V1515 P306	
		(1997 LOT LINE ADJUSTMENT)	
		DOC#1376735	
		DOC#1482942	
		DOC#1486954	
		DOC#1510786	
		DOC#1624876	
		DOC#1661876	
		DOC#1749020	















PARCEL NUMBER LOT 475.000 \$2,007.50  
 05-123-05-329-001-0  
 PROPERTY ADDRESS 4" CONC R-R 275.00SF @ \$7.30 = \$2007.50  
 MARSHA CAPORASO ADDITIONAL 200.00AR @ \$.00 = \$.00  
 6910 003 AV NUMBER OF SQUARES 11  
 8 OF 19 SQ DONE AT CITY COST

MAIL TO ADDRESS LEGAL DESCRIPTION  
 MARSHA J CAPORASO 04265 LOT 114 AND E 160 FT OF  
 6910 3RD AVE LOT 115 ALLENDALE SUB BEING PT  
 KENOSHA, WI 53143 OF SW 1/4 SEC 5 T 1 R 23  
 V 1567 P 193  
 V 1570 P 825  
 DOC #996100  
 DOC #996101  
 DOC#1635055  
 DOC#1666138

PARCEL NUMBER LOT 50.000 \$377.50  
 05-123-06-103-009-0  
 PROPERTY ADDRESS 6" CONC R-R 50.00SF @ \$7.55 = \$377.50  
 RNM PROPERTIES LLC NUMBER OF SQUARES 2  
 6115 SHE RD

MAIL TO ADDRESS LEGAL DESCRIPTION  
 RNM PROPERTIES LLC PT OF NE 1/4 SEC 6 T 1 R 23  
 5405 24TH PL NICHOLS & HOLMES ADD BLK 1 COM  
 KENOSHA, WI 53144 63 1/2 FT N OF N LINE OF 62ND  
 ST ON E LINE OF SHERIDAN RD TH  
 E 113 1/2 FT N 31 3/4 FT W 113  
 1/2 FT S 31 3/4 FT TO BEG  
 RESERVING N 3.5 FT FOR DRIVEWAY  
 V 1689 P 276  
 DOC#1653751  
 DOC#1661451

PARCEL NUMBER LOT 150.000 \$1,101.25  
 05-123-06-155-006-0  
 PROPERTY ADDRESS 4" CONC R-R 125.00SF @ \$7.30 = \$912.50  
 INVESTORS PROPERTY SERVICES LLC 6" CONC R-R 25.00SF @ \$7.55 = \$188.75  
 6625 011 AV NUMBER OF SQUARES 6

MAIL TO ADDRESS LEGAL DESCRIPTION  
 INVESTORS PROPERTY SERVICES PT OF LOT 3 BLK 27 BOND & STRONG  
 5405 24TH PL ADD NE 1/4 SEC 6 T 1 R 23 COM  
 KENOSHA, WI 53144 37 1/2 FT S OF NW COR LOT 3 TH  
 S 37 1/2 FT E 80 FT N 37 1/2 FT  
 W 80 FT TO BEG  
 EASEMENT V 1201 P 27-30 1985  
 V 1470 P 135  
 DOC #1040295  
 DOC #1702220  
 DOC #1710026  
 DOC #1710020  
 DOC #1767178

17

PARCEL NUMBER LOT 475.000 \$3,102.50  
 05-123-06-155-009-0  
 PROPERTY ADDRESS 4" CONC R-R 425.00SF @ \$7.30 = \$3102.50  
 OSMAN S DIAZ & ANTOINETTE E RENDON ADDITIONAL 50.00SF @ \$.00 = \$.00  
 1018 067 ST NUMBER OF SQUARES 17  
 2 OF 19 SQ DONE AT CITY COST

MAIL TO ADDRESS LEGAL DESCRIPTION  
 OSMAN S DIAZ W 60 FT OF LOT 5 BLK 27 BOND &  
 ANTOINETTE E RENDON STRONG ADD BEING PT OF NE 1/4  
 KENOSHA, WI 53143 SEC 6 T 1 R 23  
 DOC#1320400  
 DOC#1326916  
 DOC#1368006  
 DOC#1431247

PARCEL NUMBER LOT 196.000  
 05-123-06-201-009-0 ADDITIONAL 196.00SF @ \$.00 = \$.00  
 PROPERTY ADDRESS NUMBER OF SQUARES  
 TODD K RICHARDS 4 SQ AND 96SF DA DONE AT CITY COST  
 6031 014 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
 TODD K RICHARDS BEING PT OF NW 1/4 SEC 6 T 1 R  
 17711 91ST PL 23 COM 77 FT N OF 61ST ST ON E  
 BRISTOL, WI 53104-9616 LINE OF 14TH AVE TH N 40 FT E  
 140 FT S 40 FT W TO BEG  
 V 1361 P 84  
 DOC#1047428  
 DOC#1625587  
 DOC#1755549

PARCEL NUMBER LOT 125.000 \$912.50  
 05-123-06-204-010-0  
 PROPERTY ADDRESS 4" CONC R-R 125.00SF @ \$7.30 = \$912.50  
 JOHN SAVAGLIO NUMBER OF SQUARES 5  
 6027 018 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
 JOHN SAVAGLIO S 50 FT OF W 142 FT OF LOT 2  
 3707 85TH ST UNIT D BLK 3 BOND'S SUB PT OF NW 1/4  
 KENOSHA, WI 53142 SEC 6 T 1 R 23  
 V 1480 P773  
 DOC#1741296





PARCEL NUMBER LOT 100.000 \$182.50  
 05-123-06-327-005-0  
 PROPERTY ADDRESS 4" CONC R-R 25.00SF @ \$7.30 = \$182.50  
 LAURA V EVANS ADDITIONAL 75.00AR @ \$.00 = \$.00  
 6723 022 AV NUMBER OF SQUARES 1  
 3 OF 4 SQ DONE AT CITY COST

MAIL TO ADDRESS LEGAL DESCRIPTION  
 LAURA V EVANS LOT 5 BLK 1 THOMPSON'S SUB  
 6723 22ND AVE PT OF SW 1/4 SEC 6 T 1 R 23  
 KENOSHA, WI 53143 DOC#1076741  
 DOC#1086384  
 DOC#1385030

PARCEL NUMBER LOT 125.000 \$547.50  
 05-123-06-327-006-0  
 PROPERTY ADDRESS 4" CONC R-R 75.00SF @ \$7.30 = \$547.50  
 ERIK D HEINRICH ADDITIONAL 50.00AR @ \$.00 = \$.00  
 6729 022 AV NUMBER OF SQUARES 3  
 2 OF 5 SQ DONE AT CITY COST

MAIL TO ADDRESS LEGAL DESCRIPTION  
 ERIK D HEINRICH LOT 6 B 1 THOMPSON'S SUB BEING  
 6729 22ND AVE PT OF SW 1/4 SEC 6 T 1 R 23  
 KENOSHA, WI 53143-1223 V 852 P 413  
 DOC#1608113

PARCEL NUMBER LOT 75.000 \$547.50  
 05-123-06-327-013-0  
 PROPERTY ADDRESS 4" CONC R-R 75.00SF @ \$7.30 = \$547.50  
 LARRY & LISA PITTS NUMBER OF SQUARES 3  
 6825 022 AV

MAIL TO ADDRESS LEGAL DESCRIPTION  
 LARRY & LISA PITTS LOT 6 OAK PARK SUB BEING PT OF  
 6825 22ND AVE SW 1/4 SEC 6 T 1 R 23  
 KENOSHA, WI 53143-1225 V 1354 P 029  
 V 1661 P 477

PARCEL NUMBER LOT 297.000 \$188.75  
 05-123-06-354-033-0  
 PROPERTY ADDRESS 6" CONC R-R 25.00SF @ \$7.55 = \$188.75  
 ROB LAMACCHIA ADDITIONAL 272.00AR @ \$.00 = \$.00  
 2008 074 PL NUMBER OF SQUARES 1  
 8 OF 9 SQ AND 72SF OF DA AT CITY COST

MAIL TO ADDRESS LEGAL DESCRIPTION  
 ROBERT M & CANDACE L LAMACCHIA LOT 30 B 1 LINCOLN PARK SUB  
 1202 60TH ST BEING PT OF SW 1/4 SEC 6 T 1 R  
 KENOSHA, WI 53140 23  
 V 1467 P 668

PARCEL NUMBER LOT 296.000 \$2,203.55  
 05-123-06-382-015-0  
 PROPERTY ADDRESS 4" CONC R-R 125.00SF @ \$7.30 = \$912.50  
 RANDALL S GRUND REVOCABLE TRUST DT 6" CONC R-R 50.00SF @ \$7.55 = \$377.50  
 7206 014 AV DRV APP 121.00SF @ \$7.55 = \$913.55  
 NUMBER OF SQUARES 7

MAIL TO ADDRESS LEGAL DESCRIPTION  
 RANDALL S GRUND LOT 30 PARK VIEW KENOSHA HOUSE  
 7013 18TH AVE BLDG CO 1ST SUB BEING PT OF  
 KENOSHA, WI 53143 SW 1/4 SEC 6 T 1 R 23  
 V 1457 P 292  
 V 1463 P 654  
 DOC#1154723  
 DOC#1160695  
 DOC#1174726  
 DOC#1223651

PARCEL NUMBER LOT 425.000 \$2,391.25  
 05-123-06-384-006-0  
 PROPERTY ADDRESS 4" CONC R-R 250.00SF @ \$7.30 = \$1825.00  
 STEVEN K MALKO 6" CONC R-R 75.00SF @ \$7.55 = \$566.25  
 7303 018 AV ADDITIONAL 100.00SF @ \$.00 = \$.00  
 NUMBER OF SQUARES 13

MAIL TO ADDRESS LEGAL DESCRIPTION  
 STEVEN K MALKO LOT 83 PARK VIEW KENOSHA HOUSE  
 7303 18TH AVE BLDG CO 1ST SUB BEING PT OF  
 KENOSHA, WI 53143-5343 SW1/4 SEC 6 T 1 R 23  
 V 1383 P 518  
 V 1499 P 411  
 DOC #1037889

PARCEL NUMBER LOT 197.000 \$1,097.35  
 05-123-06-385-006-0  
 PROPERTY ADDRESS 4" CONC R-R 50.00SF @ \$7.30 = \$365.00  
 KENNETH J & JENNIFER A RICE 6" CONC R-R 25.00SF @ \$7.55 = \$188.75  
 1707 074 ST 6" DRV APP 72.00SF @ \$7.55 = \$543.60  
 ADDITIONAL 50.00AR @ \$.00 = \$.00

MAIL TO ADDRESS LEGAL DESCRIPTION  
 KENNETH J & JENNIFER A RICE LOT 77 BLK 3 LINCOLN PARK SUB  
 1707 74TH ST PT OF SW 1/4 SEC 6 T 1 R 23  
 KENOSHA, WI 53143-5379 DOC #983743  
 DOC #983748  
 DOC#1180423  
 DOC#1247292

PARCEL NUMBER LOT 150.000 \$1,095.00  
 05-123-06-401-002-0  
 PROPERTY ADDRESS 4" CONC R-R 150.00SF @ \$7.30 = \$1095.00  
 AARON J DILLHOFF NUMBER OF SQUARES 6  
 6701 005 AV  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 AARON J DILLHOFF SE 1/4 SEC 6 & SW 1/4 SEC 5 T1  
 2215 21ST ST R23 BAIN SUB LOT 6 EXC E 47 FT  
 KENOSHA, WI 53140-1769 ALSO BEG NW COR SD LOT TH E  
 4.98 FT S 50 FT W 5.25 FT N 50  
 FT TO PT OF BEG  
 DOC#1146730  
 DOC#1410908

PARCEL NUMBER LOT 375.000 \$2,190.00  
 05-123-06-401-003-0  
 PROPERTY ADDRESS 4" CONC R-R 300.00SF @ \$7.30 = \$2190.00  
 RESOLUTE EQUITY LLC ADDITIONAL 75.00AR @ \$.00 = \$.00  
 416 06B ST NUMBER OF SQUARES 12  
 3 OF 15 SQ DONE AT CITY COST  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 RESOLUTE EQUITY LLC LOT 18 & E 14 FT OF LOT 17 BAIN'S  
 6113 14TH AVE SUB PT OF SE 1/4 SEC 6 T 1 R 23  
 KENOSHA, WI 53143 DOC#1017042  
 DOC#1387883  
 DOC#1612789 TOD  
 DOC#1690168  
 DOC#1768635

PARCEL NUMBER LOT 495.000 \$3,662.25  
 05-123-06-427-027-0  
 PROPERTY ADDRESS 4" CONC R-R 300.00SF @ \$7.30 = \$2190.00  
 KC'S PARTNERSHIP LLC 6" CONC R-R 75.00SF @ \$7.55 = \$566.25  
 6706 SHE RD 6" DRV APP 120.00SF @ \$7.55 = \$906.00  
 NUMBER OF SQUARES 15  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 KC'S PARTNERSHIP LLC PT SE 1/4 SEC 6 T 1 R 23 COM SW  
 2116 30TH ST COR 67TH ST & SHERIDAN RD TH W ON  
 KENOSHA, WI 53140 S LINE 67TH ST 220 FT S'LY 116.35  
 FT TH E'LY 200 FT N'LY 114.6 FT  
 TO BEG EXCEPT W 55 FT  
 DOC#1477307

PARCEL NUMBER LOT 175.000 \$1,095.00  
 05-123-06-478-016-0  
 PROPERTY ADDRESS 4" CONC R-R 150.00SF @ \$7.30 = \$1095.00  
 LISA A HODSHIRE ADDITIONAL 25.00SF @ \$.00 = \$.00  
 522 073 ST NUMBER OF SQUARES 6  
 1 OF 7 SQ DONE AT CITY COST  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 LISA A HODSHIRE LOT 173 ALLENDALE SUB PT  
 522 73RD ST OF SE 1/4 SEC 6 T 1 R 23  
 KENOSHA, WI 53143-5546 DOC#1509740  
 DOC#1740476

PARCEL NUMBER LOT 525.000 \$2,743.75  
 06-123-07-103-001-0  
 PROPERTY ADDRESS 4" CONC R-R 350.00SF @ \$7.30 = \$2555.00  
 MICHAEL & MISTY M VANLANINGHAM 6" CONC R-R 25.00SF @ \$7.55 = \$188.75  
 603 075 ST ADDITIONAL 150.00AR @ \$.00 = \$.00  
 NUMBER OF SQUARES 15  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 MICHAEL & MISTY M VANLANINGHAM LOT 9 BUTCHER & PFENNIG'S LAKE  
 603 75TH ST VIEW SUB BEING PT OF NE 1/4  
 KENOSHA, WI 53143-8024 SEC 7 T 1 R 23  
 DOC #1148206

PARCEL NUMBER LOT  
 06-123-07-104-006-0  
 PROPERTY ADDRESS NUMBER OF SQUARES  
 LORRAINE LEVONOWICH CURB & GUTTER WORK ONLY AT CITY COST  
 7717 007 AV  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 LORRAINE LEVONOWICH PT OF NE 1/4 SEC 7 T1 R23 COM  
 7717 7TH AVE ON E LINE OF 7TH AVE 704.7 FT  
 KENOSHA, WI 53143 S OF S LINE OF 75TH ST TH S 52  
 FT E 195 FT N 52 FT W 195 FT  
 TO BEG

PARCEL NUMBER LOT  
 06-123-07-104-007-0  
 PROPERTY ADDRESS NUMBER OF SQUARES  
 LYNN M BURETA CURB & GUTTER WORK ONLY AT CITY COST  
 7723 007 AV  
 MAIL TO ADDRESS LEGAL DESCRIPTION  
 LYNN M BURETA LOT 1 LAKE SHORE SUB BEING PT  
 7723 7TH AVE OF NE 1/4 SEC 7 T 1 R 23  
 KENOSHA, WI 53143-6015 DOC #980486

PARCEL NUMBER LOT  
 06-123-07-104-008-0

PROPERTY ADDRESS  
 VIRGINIA A SWASSING  
 7731 007 AV

MAIL TO ADDRESS  
 VIRGINIA A SWASSING  
 7731 7TH AVE  
 KENOSHA, WI 53143-6015

NUMBER OF SQUARES  
 CURB & GUTTER WORK ONLY AT CITY COST

LEGAL DESCRIPTION  
 LOT 2 LAKE SHORE SUB BEING PT  
 OF NE 1/4 SEC 7 T 1 R 23  
 DOC#1008166  
 DOC#1074679  
 DOC#1087331

PARCEL NUMBER LOT 325.000 \$1,283.75  
 06-123-07-104-031-0

PROPERTY ADDRESS  
 JUDITH A WERNESKI  
 605 077 ST

MAIL TO ADDRESS  
 JUDITH A WERNESKI  
 605 77TH ST  
 KENOSHA, WI 53143-6028

4" CONC R-R 150.00SF @ \$7.30 = \$1095.00  
 6" CONC R-R 25.00SF @ \$7.55 = \$188.75  
 ADDITIONAL 150.00AR @ \$.00 = \$.00  
 NUMBER OF SQUARES 7

LEGAL DESCRIPTION  
 LOT 27 HANSIS ADD PT OF  
 NE 1/4 SEC 7 T 1 R 23  
 DOC#1182649

PARCEL NUMBER LOT 75.000 \$182.50  
 06-123-07-132-002-0

PROPERTY ADDRESS  
 LLOYD A NELSON  
 7706 010 AV

MAIL TO ADDRESS  
 LLOYD A NELSON  
 9055 136TH AVE  
 KENOSHA, WI 53142

4" CONC R-R 25.00SF @ \$7.30 = \$182.50  
 ADDITIONAL 50.00SF @ \$.00 = \$.00  
 NUMBER OF SQUARES 1  
 2 OF 3 SQ DONE AT CITY COST

LEGAL DESCRIPTION  
 LOT 23 PFENNIG & BUTCHERS  
 LIBERTY SUB BEING PT OF NE 1/4  
 SEC 7 T1 R 23 V 1389 P 457  
 V 1384 P 548  
 DOC#1739950

PARCEL NUMBER LOT 30.000 \$226.50  
 06-123-07-153-009-0

PROPERTY ADDRESS  
 TODD A & SAMANTHA B WILLE  
 7842 010 AV

MAIL TO ADDRESS  
 TODD A & SAMANTHA B WILLE  
 7842 10TH AVE  
 KENOSHA, WI 53143-6133

6" DRV APP 30.00SF @ \$7.55 = \$226.50  
 NUMBER OF SQUARES

LEGAL DESCRIPTION  
 LOT 123 I J BEAR & SON SOUTHPORT  
 PARK 2ND ADD NE 1/4 SEC 7 T1 R22  
 V 1090 P 562  
 DOC #1401764

PARCEL NUMBER LOT 125.000 \$547.50  
 06-123-07-153-011-0

PROPERTY ADDRESS  
 TOMMY & DEBRA MALSACK  
 7852 010 AV

MAIL TO ADDRESS  
 TOMMY & DEBRA MALSACK  
 7852 10TH AVE  
 KENOSHA, WI 53143-6133

4" CONC R-R 75.00SF @ \$7.30 = \$547.50  
 ADDITIONAL 50.00AR @ \$.00 = \$.00  
 NUMBER OF SQUARES 3  
 2 OF 5 SQ DONE AT CITY COST

LEGAL DESCRIPTION  
 20635-1 NE 1/4 SEC 7 T 1 R 23  
 I J BEAR & SON SOUTHPORT PARK  
 2ND ADD LOT 125 & N 5 FT OF  
 LOT 126  
 V 1431 P 869  
 V 1615 P 909

PARCEL NUMBER LOT 25.000 \$182.50  
 06-123-07-229-005-0

PROPERTY ADDRESS  
 STEVEN W MUI  
 7529 022 AV

MAIL TO ADDRESS  
 STEVEN W MUI  
 4413 6TH AVE UPPER  
 KENOSHA, WI 53140

4" CONC R-R 25.00SF @ \$7.30 = \$182.50  
 NUMBER OF SQUARES 1

LEGAL DESCRIPTION  
 NW 1/4 SEC 7 T 1 R 23  
 PFENNIG'S BLVD SUB S 1/2 OF  
 LOT 38 EXCEPT E 15 FT & EXCEPT  
 ENTIRE S 4.8 FT  
 V 1659 P 544  
 DOC#1685179  
 DOC#1771338

PARCEL NUMBER LOT 132.000 \$990.35  
 09-222-36-483-005-0

PROPERTY ADDRESS  
 MLR PROPERTIES LLC  
 5715 023 AV

MAIL TO ADDRESS  
 MLR PROPERTIES LLC  
 PO BOX 35  
 KENOSHA, WI 53141-0035

4" CONC R-R 25.00SF @ \$7.30 = \$182.50  
 6" CONC R-R 75.00SF @ \$7.55 = \$566.25  
 6" DRV APP 32.00SF @ \$7.55 = \$241.60  
 NUMBER OF SQUARES 4

LEGAL DESCRIPTION  
 PT OF BLK 1 VETTER'S SUB OF PT  
 OF SE 1/4 SEC 36 T 2 R 22 COM  
 452 6/7 FT N OF 60TH ST ON E  
 LINE OF 23RD AV TH E 109 FT N  
 42 1/7 FT W 109 FT S 42 1/2 FT  
 TO POB V 1562 P 431  
 DOC#1022138  
 DOC#1107573  
 DOC#1238129  
 DOC#1405306  
 DOC#1553838  
 DOC#1599028  
 DOC#1651638  
 DOC#1653221  
 DOC#1685120  
 DOC#1763049





SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

September 29, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Shelly Billingsley, MBA, PE  
Director of Public Works

Cc: Alderperson John Fox  
District 2

Subject: Request from George Hockney for use of city-owned land east of the Museum parking lots

**BACKGROUND INFORMATION**

Staff received a request from George Hockney for use of city-owned land east of the Museum parking lots for overflow parking on Sunday, October 16, 2016 (with a rain date of Sunday, October 23, 2016) for a Toys for Tots event.

Per the Museum there is no agreement with Mr. Hockney to use the parking lots.

**RECOMMENDATION**

Staff recommends denial.

SAB/kjb

Zimbra

kbrown@kenosha.org

**Re: George Hockney Event**

**From :** Peggy Gregorski <pgregorski@kenosha.org>  
**Subject :** Re: George Hockney Event  
**To :** Kristin Brown <kbrown@kenosha.org>

Thu, Sep 29, 2016 11:50 AM  
 1 attachment

He have heard nothing from Mr Hockney. We have no agreement with him for October 15.  
 Thanks for keeping us in the loop.  
 Peggy

---

Peggy Gregorski  
 Deputy Director, Kenosha Public Museums  
 262-653-4428 262-653-4437 fax

Kenosha Public Museum 5500 First Avenue, Kenosha, WI 53140 [www.kenoshapublicmuseum.org](http://www.kenoshapublicmuseum.org)  
 Dinosaur Discovery Museum 5608 Tenth Avenue, Kenosha, WI 53140 [www.dinosaurdiscoverymuseum.org](http://www.dinosaurdiscoverymuseum.org)  
 Civil War Museum 5400 First Avenue, Kenosha, WI 53140 [www.thecivilwarmuseum.org](http://www.thecivilwarmuseum.org)

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**From:** "Kristin Brown" <kbrown@kenosha.org>  
**To:** "Gregorski, Peggy" <pgregorski@kenosha.org>  
**Sent:** Thursday, September 29, 2016 11:42:40 AM  
**Subject:** George Hockney Event

Hi Peggy,  
 I'm following up on the Toys for Tots Event George Hockney wants approval for on October 15, 2016.  
 Is there a finalized or confirmed agreement yet with him.  
 I have his request on the 10/3/16 Public Works Comm agenda.

Thank you.

--

**Kristin Brown**

Administrative Assistant  
 262-653-4059  
 262-653-4056 (fax)  
 Department of Public Works  
 625 52nd Street, Room 305  
 Kenosha, Wisconsin 53140




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**From :** Kristin Brown <kbrown@kenosha.org>  
**Subject :** George Hockney Event  
**To :** Peggy Gregorski <pgregorski@kenosha.org>

Thu, Sep 29, 2016 11:42 AM  
 1 attachment

Hi Peggy,  
 I'm following up on the Toys for Tots Event George Hockney wants approval for on October 15, 2016.

**Zimbra****dmiles@kenosha.org**

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**Hockney**

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**From :** Peggy Gregorski <pgregorski@kenosha.org> Wed, Sep 14, 2016 03:41 PM**Subject :** Hockney**To :** Diane Miles <dmiles@kenosha.org>

Hi Diane,

This is to confirm our conversation today. Mr. Hockney has called the Museum and our Education Services Coordinator has discussed his car group coming to the Museum. However we have no finalized or confirmed agreement with him for October 16, 2016.

Thank you

Peggy

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Peggy Gregorski  
Deputy Director, Kenosha Public Museums  
262-653-4428 262-653-4437 fax

Kenosha Public Museum 5500 First Avenue, Kenosha, WI 53140  
[www.kenoshapublicmuseum.org](http://www.kenoshapublicmuseum.org)  
Dinosaur Discovery Museum 5608 Tenth Avenue, Kenosha, WI 53140  
[www.dinosaurdiscoverymuseum.org](http://www.dinosaurdiscoverymuseum.org)  
Civil War Museum 5400 First Avenue, Kenosha, WI 53140  
[www.thecivilwarmuseum.org](http://www.thecivilwarmuseum.org)

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**SPECIAL EVENT APPLICATION  
CITY OF KENOSHA - PARK DIVISION**

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks .

**EVENT ORGANIZATION INFORMATION**

Name of Responsible Organization Toys for Tots

Contact Person who is responsible for event: George Hockney

Address: 5911 80<sup>th</sup> Place

City/State/Zip Kenosha, WI 53142

Daytime # \_\_\_\_\_ Evening # \_\_\_\_\_ Cell# 262-818-2700

Fax # \_\_\_\_\_ E-mail: ghockney44@gmail.com

Is the Host Organization a 501(c)-3?  Yes, provide ES# \_\_\_\_\_

**EVENT INFORMATION**

Name of the Event: Toys for Tots

Date Requested: Oct 16, 2016 Rain Date Oct 23, 2016

Location Requested: grassy area east of Kenosha Public Museum Estimated Attendance 200

Charitable Event:  No  Yes, Proceeds donated to Toys for Tots

Brief Description of the Event: Road rally ending at the Kenosha museum. Classic cars will be driven from gathering locations in the county ending at the museum. Drivers will give donations to Toys for Tots.

Set up date and time: no set-up needed - grassy area used for overflow parking

Time of Event: Oct 16, 2016 arriving at 1:00pm depart 3:30pm

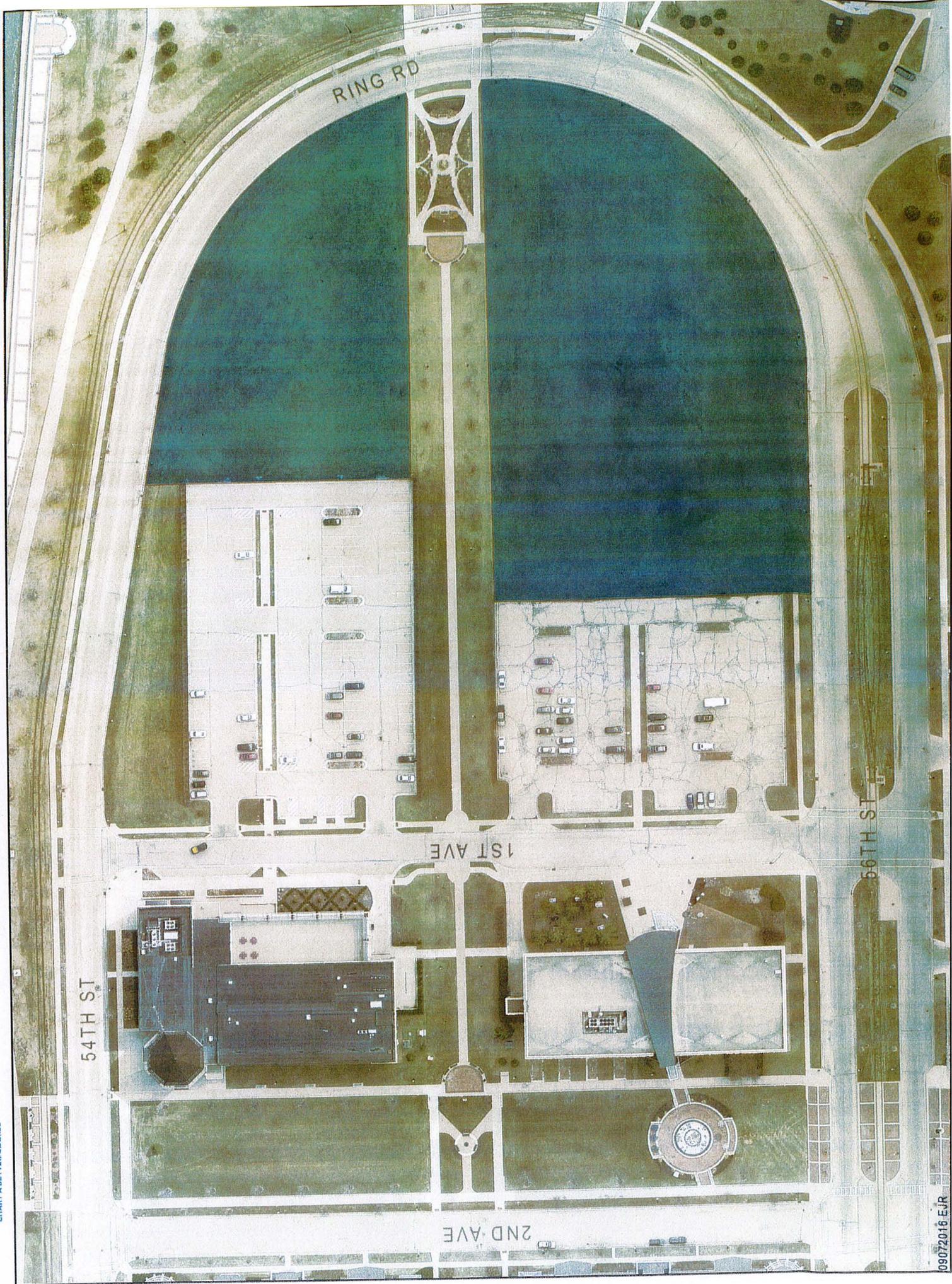
Take down date and time: none needed.

**FOR OFFICE USE ONLY:**

Application Packet Received 8/26/16 Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderperson \_\_\_\_\_ Dirk \_\_\_\_\_ Police \_\_\_\_\_

Fire: \_\_\_\_\_ PW Admin \_\_\_\_\_ PW-Streets: \_\_\_\_\_ Kris \_\_\_\_\_





JOHN M. ANTARAMIAN  
Mayor

Oct. 3, 2016

TO: Chairman David Bogdala, Public Works Committee  
Chairman Eric Haugaard, Parks Commission

RE: Celebrate America and Fireworks

The City of Kenosha is requesting from the Public Works Committee the use of the HarborPark area and Celebration Place (as shown on the attached map) for the Celebrate America event July 1-4 and fireworks display on July 4. Set up for the event is expected to begin on June 27 and take down will be completed on July 5.

The City of Kenosha is requesting from the Board of Park Commissioners the use of Eichelman and Wolfenbuttel Parks as part of Celebrate America July 2-4, 2017. Set up for the event is expected to begin June 27 and take down will be completed on July 5.

Recommendation: Public Works Committee and Park Commission approval of use of HarborPark, Celebration Place and Eichelman and Wolfenbuttel parks for Celebrate America July 1-4 and fireworks on July 4, 2017.

**SPECIAL EVENT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Please note that this application does not guarantee approval of your event or equipment requested. The event will need the approval of the Board of Park Commissioners and/or the Superintendent of Parks .

**EVENT ORGANIZATION INFORMATION**

Name of Responsible Organization City of Kenosha

Contact Person who is responsible for event: Kris Kochman

Address: 625 52nd St., room 300

City/State/Zip Kenosha WI 53140

Daytime # 262-653-4177 Evening # \_\_\_\_\_ Cell# 262-358-3359

Fax # \_\_\_\_\_ E-mail: kkochman@kenosha.org

Is the Host Organization a 501(c)-3? Yes, provide ES# \_\_\_\_\_

**EVENT INFORMATION**

Name of the Event: Celebrate America

Date Requested: July 1-4, 2017 Rain Date \_\_\_\_\_

Location Requested: see attached map Estimated Attendance 10,000

Charitable Event:  No  Yes, Proceeds donated to \_\_\_\_\_

Brief Description of the Event: Celebrate America includes multiple stages of entertainment, free to the public, leading up to the July 4 Fireworks and celebrating Independence Day

Set up date and time: Tuesday, June 27 through Saturday, July 1

Time of Event: see attached sheet with details

Take down date and time: July 5, 2017

**FOR OFFICE USE ONLY:**

Application Packet Received \_\_\_\_\_ Admin. Or Commission Approval \_\_\_\_\_

Copies sent to: Alderperson \_\_\_\_\_ Dirk \_\_\_\_\_ Police \_\_\_\_\_

Fire: \_\_\_\_\_ PW Admin \_\_\_\_\_ PW-Streets: \_\_\_\_\_ Kris \_\_\_\_\_

**EQUIPMENT RENTAL REQUEST  
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

Name of Event Celebrate America

To assist you with your special event, the Public Works Department/Park Division does have equipment available for rent to your organization. The location of this equipment must be noted on the site and/or route plan you have attached to this application.

X Electric: Service varies by location. The organization may be required to provide their own generators in order to supply the level of service required for their event.  
yes/no

X Water: Varies by location  
yes/no

**PARK DIVISION:**

*Various areas may already contain minimal equipment, please indicate the number of additional items you will need. DO NOT list "same as last year", Please also put a close accurate number in your request.*

# of Benches see map # of Picnic Tables see map # of extra trash containers 100  
# of Barricades \_\_\_\_\_ Any Bleachers 2 Any Reviewing Stands 4  
Showmobile New X Old X

Fencing: Snow Fencing # of feet \_\_\_\_\_ Portable fencing - # of feet/sections \_\_\_\_\_

Other Special Requests: generator with new Showmobile  
\_\_\_\_\_  
\_\_\_\_\_

**STREET CLOSURES:** Contact Public Works at 653-4050 for any partial or full street closure

# of Barricades \_\_\_\_\_ A map must be attached with the placement locations

# of Parking Signs \_\_\_\_\_ Organization responsibility:

Approval must be received from the Public Works Department  
The department will provide the organization with a sample of the sign that is to be posted.  
It is the responsibility of the organization to have these signs printed in the form and color required  
Organization is responsible to supply the stakes to attach the signs in the location approved.  
Further information is in Item #14 of the procedures.

NOTE: The organization will be notified if equipment requested is available for the date of your event.

**TEMPORARY STRUCTURE  
CITY OF KENOSHA - PARK DIVISION**

**Please review Item #8 in the Policy/Procedure Manual**

Name of Event Celebrate America  
Park Requested See attached map Date of Event: July 1-4, 2017

\*\*Structure location must be placed on site map.

**Type of Temporary Structure**

Tent  
 Staging  
 Trailers  
 Inflatables  
 Dunk Tank  
 Other, Please explain \_\_\_\_\_

**Vendor Information**

(Name of Company and/or individual providing temporary structure)

Name of Company/Individual: Frank Carmichael/ Carmichael Communications  
Work # 262-564-8800 Home # \_\_\_\_\_ Cell \_\_\_\_\_

**Insurance**

All vendors that are supplying the organization with a temporary structure must supply a Certificate of Insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's. Copy to be attached or sent to the Park Division 30 days prior to the event.

Insurance Company \_\_\_\_\_

**Signature**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**PUBLIC AMPLIFICATION PERMIT APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

By ordinance, public amplification is not allowed in City Parks except by permission from the Board of Park Commissioners. Permission for amplification does not exempt a group from obeying Ordinance restrictions on the volume of sound. Please be considerate of park neighbors and other park users. When notifying the alderman and neighborhood association (if necessary) about your event, be sure to include detailed information about any plans you have for amplified sound.

**Event Information:**

Name of  
Event Celebrate America

Location of Event: See attached map Date of Event July 1-4, 2016

Contact Person Kris Kochman

**Type of Amplified Sound**

- DJ
- Sound System
- Speeches/Announcements
- Karaoke
- Other (please specify) Live music

Requested time of amplification: Start: 10 a.m. Ending 10 p.m.

**Name of Company and/or Individual handling the amplification of the event:**

Frank Carmichael/ Carmichael Communications

Daytime # 262-564-8800 Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Aldersperson notification**

Have you contacted the Aldersperson of the District in which the event will be held?

\_\_\_\_\_ Yes \_\_\_\_\_ No Date: \_\_\_\_\_

See Attachment D1 for an excerpt of the Noise Ordinance or go to the City of Kenosha web site at [www.kenosha.org](http://www.kenosha.org) and click on General Ordinances and review Section 23.

**FERMENTED MALT/WINE BEVERAGE SALES APPLICATION  
CITY OF KENOSHA – PARK DIVISION**

Name of Event: Celebrate America

Location of Event HarborPark: see attached map for details Date of Event July 2-4, 2017

Name of Group Responsible Carmichael Assoc. In. Happenings Magazine

Person that is Responsible for License and Regulations Frank Carmichael

Address 1420 63rd St., Kenosha WI 53143

Daytime # 262.564.8800 Evening # \_\_\_\_\_ Cell # 262.620.1428

**Beer Selling Permit Information**

Name of the licensed bartender(s) that will be responsible (must be licensed in the City of Kenosha).

TBD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Security Company/ Brief description of how security will be handled.

TBD  
\_\_\_\_\_  
\_\_\_\_\_

Have you applied for the Temporary Class "B" Retailers License (from the City Clerk's Office)?

No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**

Have you submitted the Certificate of Insurance with a liquor liability naming the City of Kenosha as additionally insured?

No  Yes, Indicate Application Date: \_\_\_\_\_

**\*A copy needs to be given to given to Park Division prior to event.**

**PARK VENDING PERMIT APPLICATION  
CITY OF KENOSHA – PUBLIC WORKS/PARKS**

**EACH INDIVIDUAL VENDOR MUST FILL OUT AN APPLICATION  
NOTE: COPIES OF THIS APPLICATION CAN BE DUPLICATED**

**EACH APPLICATION TO BE SUBMITTED TO THE PARK DIVISION  
BY THE ORGANIZATION IN CHARGE OF THE EVENT**

Name of the Event: Celebrate America

Location of the Event: See map Date of Event July 1-4, 2017

Name of Group/Organization providing the service Frank Carmichael/ Carmichael Communications

Contact Person Frank Carmichael

Address \_\_\_\_\_

Daytime # 262-564-8800 Evening # \_\_\_\_\_ Cell # \_\_\_\_\_

**Product or Service Sold**

Please list all items to be sold or service provided. Attach an additional list, if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If selling food, please indicate your Temporary Restaurant License # \_\_\_\_\_

Non-Food Item \_\_\_\_\_

**Detail of Vendor Set-up**

Please include what your vending site will contain (tables, tents, electricity, etc.[These items are not provided by the city])

\_\_\_\_\_

**Insurance**

All vendors must supply a certificate of insurance for product and premises insurance in the amount of \$1,000,000 in the aggregate naming the City of Kenosha as 'additional insured', unless all vendors are being insured as an umbrella under the organizer's.

Insurance Company \_\_\_\_\_

A copy of the policy must be provided to the Park Division prior to the event.

**Signature**

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

## **2017 Celebrate America Event details**

**A Carnival:** June 30-July 4 (reserved for set up beginning June 28; and take down July 5)  
Hours: 11 a.m.- 10 p.m. daily  
location: Marina parking lot

**B Main stage:** July 1-4 (reserved for set up beginning June 27)  
Hours: 3-10 p.m. July 1, 2  
11 a.m.- 10 p.m. July 3  
11a.m.-9:30 p.m. July 4  
Location: Parcel J

**C Marina Stage:** July 1-4 (reserved for set up beginning June 29)  
Hours: 3-10 p.m. July 1, 2  
11 a.m.-10 p.m. July 3  
11 a.m.-9:30 p.m. July 4  
Location: Along the Harbor at Second Avenue

**D Fireworks Stage:** July 3-4 (reserved for set up beginning June 29)  
Hours: 11 a.m.-10 p.m. July 3  
11 a.m.-9:30 p.m. July 4  
Location: East of Museum parking lot

**E Family Stage:** July 3-4 (reserved for set up beginning June 29)  
Hours: 11 a.m.-10 p.m. July 3  
11 a.m.-9:30 p.m. July 4  
Location: West of Kenosha Public Museum

**F Dog jumping contest:** July 2-4 (reserved for set up beginning June 29)  
Hours: 11 a.m.-10 p.m. July 3  
11 a.m.-9:30 p.m. July 4  
Location: West of Civil War Museum

**G Celebration Place:** July 4 Fireworks (reserved for set up beginning June 29; public access restricted beginning 11 a.m. July 4 until after fireworks show)

**H Place Douai:** July 2-4 (reserved for set up beginning 4 p.m. July 1 after HarborMarket ends)  
Hours 11 a.m. -10 p.m. July 2-4

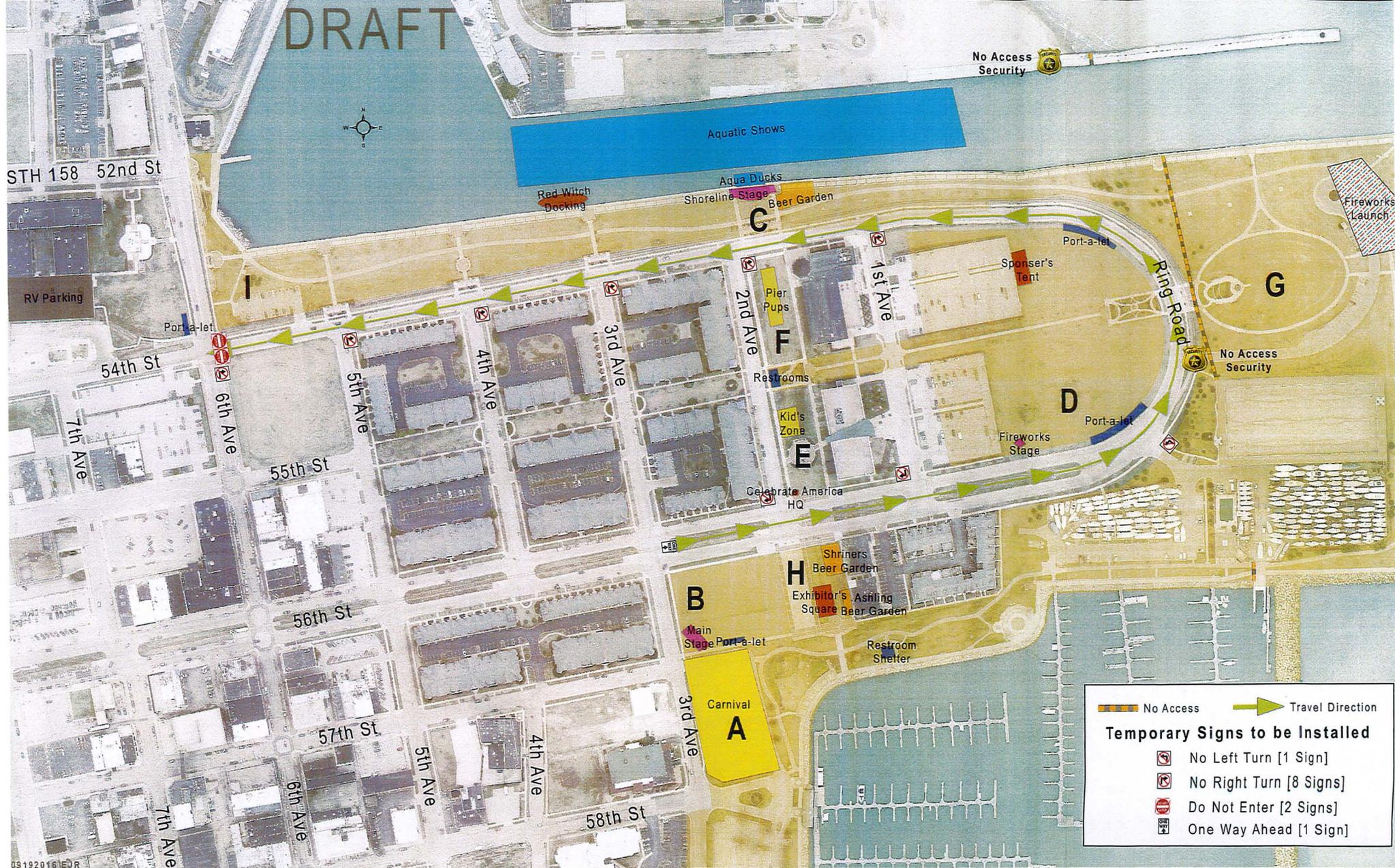
**I Public areas of Harborpark and public parking lots** as indicated on the map  
Spectator areas set up for water shows in the harbor  
Hours: 11 a.m.-10 p.m. July 2-4

### ***For Board of Parks Commissioners***

**Y Pops Stage:** July 4 (reserved for set up beginning June 28)  
Hours: 11 a.m.-9:30 p.m. July 4  
Location: Eichelman Park

**Z Wolfenbittel Park: July 4**  
Hours: 11 a.m.-10 p.m. July 4

DRAFT





SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

September 27, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Shelly Billingsley, MBA, PE  
Director of Public Works

*Shelly Billingsley* 9-28-16

Cc: Alderperson John Fox  
District 2

Subject: Request from Stephen Lee for permission to operate a peddler stand business at the City owned parking lot (North end) of the marina at 3<sup>rd</sup> Avenue & 57<sup>th</sup> Street (See attached map)

### **BACKGROUND INFORMATION**

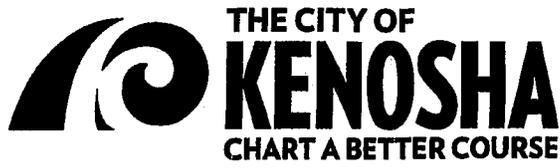
Staff received a request from Stephen Lee, D-Leecious Dogs, to operate a peddler stand business seven days a week from 9AM to 8PM at the City owned parking lot (North end) of the marina at 3<sup>rd</sup> Avenue & 57<sup>th</sup> Street. Once approved Mr. Lee will have to obtain a peddler stand license from the City Clerk's office. The peddler stand license will expire on September 30, 2017.

Due to the Celebrate America event and the dedication of this area for the carnival, staff recommends that this approval not include June 28 – July 5, 2017. If the vendor would like to be included in Celebrate America they should contact the event organizer for inclusion.

### **RECOMMENDATION**

Staff recommends approval with the restriction of operation from June 28 – July 5, 2017 to allow for the City sponsored Celebrate America event.

SAB/kjb



FILED	8/30
INITIALS	KK
ADVERSE/NO ADV	<input checked="" type="checkbox"/> ADV
PW	9/12
LP	9/12
CC	9/19
	EM 9/2

**PEDDLER STAND (renewal)**

TYPE: 129 Fee: \$100.00/term

Expires: September 30, 2017

- Applicant: D-LEECIOUS DOGS / Stephen Lee
- Driver's License or I.D. copy attached  and Applicant's Report - Police Record copy attached
- Residence Address: 508 69th St Kenosha Phone: 847 234 5577
- Email: SLEE@D-LEECIOUSDOGS.COM  
(correspondence will be via email if address is given)
- Business Name & Mailing Address: 2311 Roosevelt Rd N/A   
grass area northeast of parking lot or north end of
- Location of Stand: Parking lot @ South of Madison rd / 57 (see attached map) District # 2  
*11/5/16 intended parking @ south of Madison rd*
- Is Stand Located In a City Park or City Property? Yes  No  If yes, approval needed from Parks Department or Public Works
- Has the Peddler Stand changed since the original request was approved? Yes  No   
If Yes, please provide new pictures of the Stand. Attached  N/A
- Date(s) Stand will operate: Oct 1 - Sept 30 Time: 9-8  
(9:00am to 8:00pm only)
- Describe the food, beverages, merchandise or services to be sold: Hotdogs  
Sloppy Joe / Italian Beef
- Are You Selling Food? Yes  No  If selling food, a copy of Kenosha County Food Permit is required. attached Yes  No
- I have received or I can obtain at [www.kenosha.org](http://www.kenosha.org), a copy of the Ordinance pertaining to Peddler's & Peddler's Stand License(s). Yes  No
- Will a car or truck be used to conduct business? Yes  No  If yes, certificate of liability attached

Motor vehicles shall, at the cost and expense of applicant/permit holder, be inspected by an Automotive Service Excellence (A.S.E.) Certified Technician, who shall fill out, date and sign a Safety and Maintenance Inspection Report and a copy of their certification. The Report shall verify that the motor vehicle inspected is safe for operation on City streets. The Report shall be filed with the City Clerk/Treasurer with the permit application/renewal or at any time prior to which a motor vehicle will be utilized, or at any time directed by the Police Chief of designee thereof, based upon personal observation of a police officer indicating a lack of required maintenance.

- Vehicle inspection by an A.S.E. Certified Technician Yes  No  n/a  Report & Certification attached

15. Does the motor vehicle contain sound amplifying equipment (example-ice cream truck-music)  
Yes  No  If so, attach a copy of your Kenosha County Sound Truck application receipt.

\*Attached Yes  No  n/a

16. Motor vehicles are required to be marked on both sides with the name of the owner in letters not less than two and one-half (2 1/2") inches in height in a color contrasting with the color of the vehicle.

Is vehicle marked? Yes  No  n/a  **IF NO, LICENSE WILL NOT BE ISSUED.**

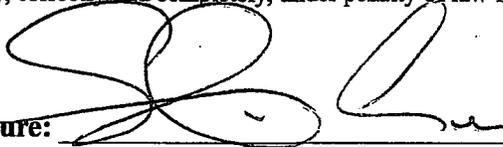
**PLEASE READ:**

Probationary Term. An approved location shall be subject to a probationary period of thirty (30) consecutive days. If no written complaints or objections with respect to the approved location are received by the Clerk during the probationary period, the location shall be the "location" of the stand for the remainder of the licensing period. If a complaint or objection is received, it shall be forwarded to the Common Council for further consideration of the stand location. The probationary period shall be extended as long as the location remains under Council consideration. The Council shall either confirm or amend the location. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.

I hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served.

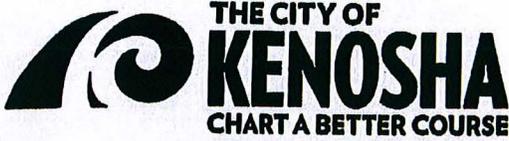
I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Applicant's Signature: \_\_\_\_\_



Date: \_\_\_\_\_

8/29/16



FOR OFFICE USE ONLY

**APPLICANT'S REPORT - POLICE RECORD**  
**CLK001 (rev. 01/16)**

NAME: Stephen Lee

ADDRESS: 508 68<sup>th</sup> St. Kenosha WI 53143

DATE OF BIRTH: Jan 5 1955

DRIVER'S LICENSE #: [REDACTED]  
(must indicate if this is not a WI DL)

LICENSE APPLIED FOR: Dealers

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is untrue, incorrect, and/or incomplete it will be denied.

1. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
No

2. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
No

3. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State?  Yes  No If yes, explain:  
No

4. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?  
 Yes  No If yes, explain:  
No

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending?  Yes  No If yes, state: charge, year, result

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges; or do you have charges pending at this time involving unfair trade practices, unethical conduct, or discrimination?  Yes  No If yes, state: charge, year, result

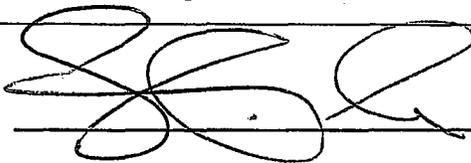
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List all addresses at which you have lived in the past five (5) years:

Boea Rubin Jr.  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature:  Date: 8/29/14

**PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES**

A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

**B. Penalty**

- 1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.
- 2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

**§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS**

The first Twenty-five (\$25) Dollars of the application fee for any License/Permit shall be retained by the City in the event of a License/Permit denial or the withdrawal of the application by applicant for administrative and processing costs, and the balance, if any, refunded to the applicant. Where the application fee is less than Twenty-five (\$25) Dollars, the entire application fee shall be retained by the City for administrative and processing costs.



**KENOSHA COUNTY DIVISION OF  
HEALTH**

**License, Permit or Registration**

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Wisconsin statutes and is here by authorized to engage in the activity as indicated below.

<b>ACTIVITY</b> <b>Mobile Restaurant - Low Complexity</b>	<b>EXPIRATION DATE</b> 30-Jun-2017	<b>I.D. NUMBER</b> BWOK-A8WRDH
<b>LICENSEE MAILING ADDRESS</b> STEPHEN LEE 508 68TH ST KENOSHA WI 53143	<b>NOT TRANSFERABLE</b>	<b>BUSINESS / ESTABLISHMENT ADDRESS</b> D-LEECIOUS DOGS 11211 120TH AVE PLEASANT PRAIRIE WI 53158

All Permits expire on June 30th; it is the responsibility of the licensee to make sure all applicable fees are received by the department before July 1st or a late payment fee will be assessed.

If you do not receive a renewal form prior to June 30th from your licensing authority, you should send in your payment for renewing your permit to the following address:

**KENOSHA COUNTY DIVISION OF HEALTH  
8600 SHERIDAN RD SUITE 600  
KENOSHA, WI 53143-6515  
(262)605-6700**

\* Include the name of your facility and the ID number.

Stephen Lee  
D-Leecious Dogs







SHELLY BILLINGSLEY, MBA, PE  
Director of Public Works

September 27, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Shelly Billingsley, MBA, PE  
Director of Public Works

*Shelly Billingsley 9-28-16*

Cc: Alderperson John Fox  
District 2

Subject: Request from Tina Brehm for permission to operate a peddler stand business at the City owned parking lot (North end) of the marina at 3<sup>rd</sup> Avenue & 57<sup>th</sup> Street

### **BACKGROUND INFORMATION**

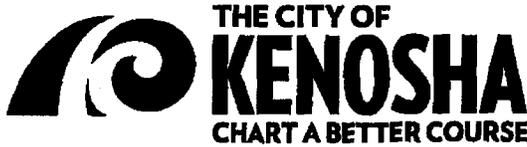
Staff received a request from Tina Brehm, Pawlie's Diner, to operate a peddler stand business seven days a week from 9AM to 8PM at the City owned parking lot (North end) of the marina at 3<sup>rd</sup> Avenue & 57<sup>th</sup> Street. Once approved Ms. Brehm will have to obtain a peddler stand license from the City Clerk's office. The peddler stand license will expire on September 30, 2017.

Due to the Celebrate America event and the dedication of this area for the carnival, staff recommends that this approval not include June 28 – July 5, 2017. If the vendor would like to be included in Celebrate America they should contact the event organizer for inclusion.

### **RECOMMENDATION**

Staff recommends approval with the restriction of operation from June 28 – July 5, 2017 to allow for the City sponsored Celebrate America event.

SAB/kjb



FILED	9/2
INITIALS	mn
ADVERSE/NO ADV	
PW	9/12
LP	9/12
CC	9/18

**PEDDLER STAND (renewal)**

**TYPE: 129** Fee: \$100.00/term

Expires: September 30, 2017

- Applicant: Tina Brehm
- Driver's License or I.D. copy attached  and Applicant's Report - Police Record copy attached
- Residence Address: 2731 84 ST Phone: 945-6048
- Email: tbrehm26@gmail.com  
(correspondence will be via email if address is given)
- Business Name & Mailing Address: Pawlie's Diner 2731 84 ST N/A
- Location of Stand: tots PARK (in front) District # 2  
(Address or Intersection)
- Is Stand Located In a City Park or City Property? Yes  No  If yes, approval needed from Parks Department or Public Works
- Has the Peddler Stand changed since the original request was approved? Yes  No   
If Yes, please provide new pictures of the Stand. Attached  N/A
- Date(s) Stand will operate: Mon-Sun Time: 9-8pm  
(9:00am to 8:00pm only)
- Describe the food, beverages, merchandise or services to be sold: water, ice cream, Dog treats, Pop
- Are You Selling Food? Yes  No  If selling food, a copy of Kenosha County Food Permit is required. attached Yes  No
- I have received or I can obtain at www.kenosha.org., a copy of the Ordinance pertaining to Peddler's & Peddler's Stand License(s). Yes  No
- Will a car or truck be used to conduct business? Yes  No  If yes, certificate of liability attached

Motor vehicles shall, at the cost and expense of applicant/permit holder, be inspected by an Automotive Service Excellence (A.S.E.) Certified Technician, who shall fill out, date and sign a Safety and Maintenance Inspection Report and a copy of their certification. The Report shall verify that the motor vehicle inspected is safe for operation on City streets. The Report shall be filed with the City Clerk/Treasurer with the permit application/renewal or at any time prior to which a motor vehicle will be utilized, or at any time directed by the Police Chief of designee thereof, based upon personal observation of a police officer indicating a lack of required maintenance.

- Vehicle inspection by an A.S.E. Certified Technician Yes  No  n/a  Report & Certification attached

15. Does the motor vehicle contain sound amplifying equipment (example-ice cream truck-music)

Yes  No  If so, attach a copy of your Kenosha County Sound Truck application receipt.

\*Attached Yes  No  n/a

16. Motor vehicles are required to be marked on both sides with the name of the owner in letters not less than two and one-half (2 1/2") inches in height in a color contrasting with the color of the vehicle.

Is vehicle marked? Yes  No  n/a  **IF NO, LICENSE WILL NOT BE ISSUED.**

**PLEASE READ:**

Probationary Term. An approved location shall be subject to a probationary period of thirty (30) consecutive days. If no written complaints or objections with respect to the approved location are received by the Clerk during the probationary period, the location shall be the "location" of the stand for the remainder of the licensing period. If a complaint or objection is received, it shall be forwarded to the Common Council for further consideration of the stand location. The probationary period shall be extended as long as the location remains under Council consideration. The Council shall either confirm or amend the location. Each stand may be relocated subject to the filing of a new permit application during the term of the permit and upon Common Council approval.

I hereby appoint the municipal clerk for the City of Kenosha or his/her agent to accept service of process in any civil action brought against me in connection with direct sales activities if I cannot, after reasonable effort, be personally served.

I hereby certify that I am the applicant named in the foregoing application, and I have read each and every question and answered each and every question truly, correctly and completely, under penalty of law for failure to do so.

Applicant's Signature: \_\_\_\_\_

*Tina Brown*

Date: \_\_\_\_\_

*9-2-16*



FOR OFFICE USE ONLY

**APPLICANT'S REPORT - POLICE RECORD**  
**CLK001 (rev. 01/16)**

NAME: Lina Brehm

ADDRESS: 2731 84 St

DATE OF BIRTH: 1-26-67

DRIVER'S LICENSE #: [REDACTED]  
(must indicate if this is not a WI DL)

LICENSE APPLIED FOR: peddler

Applicant must truly, correctly and completely answer the following questions, or in the alternative, subject themselves to the penalties specified in §1.22 of the Code of General Ordinances, a copy of which is printed on the reverse side of this application. In the event the information is untrue, incorrect, and/or incomplete it will be denied.

1. Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
NO

2. Have you, as an adult, ever been convicted of violating a municipal or county ordinance in Wisconsin or in any state; or do you have a charge pending at this time?  Yes  No  
If yes, state: charge, year, result  
NO

3. Have you, as an adult, ever served time; or have been sentenced to serve time in a jail or prison in Wisconsin or any other State?  Yes  No If yes, explain:  
NO

4. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?  Yes  No If yes, explain:  
NO

5. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending?  Yes  No If yes, state: charge, year, result

\_\_\_\_\_  
\_\_\_\_\_

6. Have you, as an adult, within the past five (5) years, while operating a business or engaged in a profession, been convicted of any state or federal charges; or do you have charges pending at this time involving unfair trade practices, unethical conduct, or discrimination?  Yes  No If yes, state: charge, year, result

\_\_\_\_\_  
\_\_\_\_\_

7. List the name and address of all employers for which you have worked and/or businesses you have operated in the past five (5) years:

Pauline's  
\_\_\_\_\_  
\_\_\_\_\_

8. List all addresses at which you have lived in the past five (5) years:

2731 84 street, Kenosha, WI 53143  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature: T. Boehm Date: 9-2-14

**PLEASE READ: §1.22 LICENSE/PERMIT APPLICATIONS - CODE OF GENERAL ORDINANCES**

A. Prohibition It shall be unlawful for any person, acting as an individual, a partner, a corporate officer, or an agent, to execute or file with any City Department, or to authorize any person to do so on their behalf, a license or permit application which is not true, correct and/or complete in all material respects and which was known by said person to be untrue, incorrect and/or incomplete. The term "in all material respects" shall mean with respect to some fact, which, if known to the granting authority, would be a basis or a consideration for license or permit denial.

**B. Penalty**

1) Any person violating Subsection A. above, shall, upon conviction thereof, be subject to a forfeiture not to exceed Five Hundred (\$500) Dollars, plus the payment of the costs of prosecution, and, in default of the timely payment thereof, shall be committed to the County Jail until such forfeiture has been paid, but not to exceed a period of thirty (30) days.

2) The license or permit granting authority may grant, but withhold the issuance of, any license or permit for a period not to exceed thirty (30) days from the date of granting under circumstances wherein an application is found by the granting authority to have violated Section A. above, and the applicant was provided with an opportunity to appear before the granting authority. The granting authority may also issue a written warning to the applicant which shall be made part of their license/permit record for two (2) consecutive license/permit years. Where such finding and penalty is made and imposed by other than the Common Council, applicant may, within ten (10) days of receipt of oral or written notice of the imposition of any such penalty, whichever is first, if both oral and written notice is provided, file a Notice of Appeal with the City Clerk and have such matter reviewed by the Common Council.

**§1.225 ADMINISTRATIVE CHARGE FOR PROCESSING LICENSE/PERMIT APPLICATIONS**

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*Applicant's Report - Police Record, page 2*

Zimbra

mnelson@kenosha.org

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**Ice cream cart license for Tina Brehm**

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**From :** John Meyer <John.Meyer@kenoshacounty.org> Thu, Jun 30, 2016 01:45 PM  
**Subject :** Ice cream cart license for Tina Brehm  1 attachment

**To :** mnelson@kenosha.org

**Cc :** Mark Melotik  
<Mark.Melotik@kenoshacounty.org>, Brad  
Wozniak <Brad.Wozniak@kenoshacounty.org>

Hi Michelle,  
Tina Brehm has paid her fees for a Retail Food Establishment – Ice Cream  
Cart/wagon.  
She is licensed through June 30, 2017.  
Have a good day,

John R. Meyer  
Public Health Sanitarian  
Kenosha County Division of Health  
8600 Sheridan Road , Suite 600  
Kenosha, WI 53143  
262-605-6782  
FAX: (262) 605-6715  
[John.Meyer@kenoshacounty.org](mailto:John.Meyer@kenoshacounty.org)



**image001.jpg**  
2 KB

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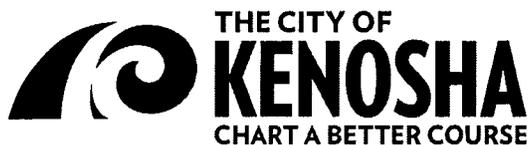
# City Owned Parking Lot 3<sup>rd</sup> Avenue and 57<sup>th</sup> Street



1 inch = 100 feet  
Date Printed: 6/8/2016



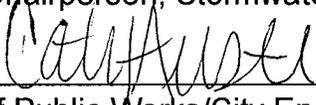
**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purpose only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



CATHY AUSTIN, PE  
Deputy Director of Public Works/City Engineer

September 28, 2016

To: David F. Bogdala, Chairperson, Public Works Committee  
Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE   
Deputy Director of Public Works/City Engineer

Subject: Project: 16-1121 6<sup>th</sup> Avenue Storm Sewer  
Location: 6<sup>th</sup> Avenue – 60<sup>th</sup> Street to 59<sup>th</sup> Street

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Engineer's Estimate was \$125,000.

This project consists of pavement removal and patching with hot mix asphalt, brick pavement removal, removing storm sewer pipe, placing storm sewer pipe, installing manholes and inlets, spot removal and replacement of concrete curb and gutter, spot removal and replacement of concrete sidewalks, adjusting inlets and utility manholes, pavement markings, and construction staking curb and gutter.

**Following is the list of bidders:**

Contractor	Bid Total
DK Contractors, Inc., Pleasant Prairie, WI	\$153,388.00
Globe Contractors, Inc., Pewaukee, WI	\$155,842.00
Bradford Contractors, LLC, Burlington, WI	\$156,599.00
Genesis Excavators, Inc., North Prairie, WI	\$168,190.50
A.W. Oakes & Son, Inc., Racine, WI	\$173,921.00

It is recommended that this contract be awarded to DK Contractors, Inc., Pleasant Prairie, Wisconsin, for the base bid amount of \$153,388.00 plus \$22,612.00 in contingency for unforeseen conditions (if needed), for total award amount of \$176,000.00. Funding is from CIP Line Item SW-95-001.

CMA/kjb



CATHY AUSTIN, PE  
Deputy Director of Public Works/City Engineer

September 26, 2016

To: David F. Bogdala, Chairperson  
Public Works Committee

From: Cathy Austin, PE   
Deputy Director of Public Works/City Engineer

Subject: Project: 16-2004 Kenosha Engine Plant Sitewide Soil Remediation  
Location: 5555 30<sup>th</sup> Avneue

The Department of Public Works, Engineering Division has opened bids for the above referenced project.

This project consists of removal, stockpiling, and transportation of surface pavement, excavation and transportation of impacted soil, excavation backfilling with compaction, removal of remediation buildings, removal and abandonment of stormwater lift stations, site grading, removal of subsurface concrete, installation of storm water inlets/piping, concrete crushing, placement of earthen cover, and installation of temporary roadways.

**Following is the list of bidders:**

Contractor	Base Bid	Sitewide Prices (authorized as needed)	Total
A.W. Oakes & Son, Inc., Racine, WI	\$5,317,106.50	\$332,650.00	\$5,649,756.50
Integrity Grading, Schofield, WI	\$5,818,474.37	\$376,000.00	\$6,194,474.37
Terra Engineering, Madison, WI	\$6,510,508.36	\$453,965.00	\$6,964,473.36
Edgerton Contractors, Inc., Oak Creek, WI	\$8,316,467.00	\$345,765.00	\$8,662,232.00

It is recommended that this contract be awarded to A.W. Oakes & Son, Inc., Racine, Wisconsin for the base bid amount of \$5,317,106.50 plus \$332,650.00 in sitewide prices (to be authorized on an as needed basis) plus \$564,975.65 in contingency for unforeseen conditions (if needed), for total award amount of \$6,214,732.15. Funding is from CIP Line Item OT-10-003.

CMA/kjb



CATHY AUSTIN, PE  
Deputy Director of Public Works/City Engineer

September 28, 2016

To: David Bogdala, Chairman, Public Works Committee

From: Cathy Austin, PE   
Deputy Director of Public Works

Cc: Patrick A Juliana  
District 7

Subject: ***Change Order (Contract Deadline Only) for Project 16-2004 (Kenosha Engine Plant). (District 7)***

**BACKGROUND INFORMATION**

Contract award for Kenosha Engine Plant was delayed to confirm funding approval by the DNR and the EPA. The City of Kenosha received written approval authorizing the funding for Chrysler Friday, September 21, 2016. This request would give the time to the contractor while waiting for authorization from the DNR and EPA. This time difference is 25 days and would extend the contract to November 10, 2017.

**RECOMMENDATION**

Staff recommends approval of the contract extension to November 10, 2017.

RBS

**THE CITY OF KENOSHA**

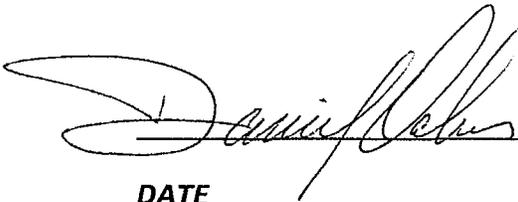
**CHANGE ORDER #1**

Project Name: Kenosha Engine Plant  
Project Number: 16-2004  
C.I.P. Line Item: OT-10-003  
Purchase Order #: Project to be awarded  
Contractor: A.W. Oakes and Sons, Inc.  
Park Commission Action: N/A  
Public Works Committee Action: 10/3/2016  
Finance Committee: N/A  
Date of Common Council Action: 10/3/2016

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended 25 days. The project will be completed no later than **November 10, 2017**.

This change order is approved by:

**CONTRACTOR**

  
\_\_\_\_\_

**DATE**

9/26/16  
\_\_\_\_\_

**CITY OF KENOSHA MAYOR**

\_\_\_\_\_  
**DATE**

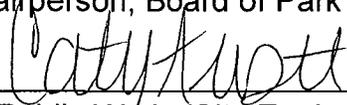
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CATHY AUSTIN, PE  
Deputy Director of Public Works/City Engineer

September 21, 2016

To: David F. Bogdala, Chairperson, Public Works Committee  
Eric Haugaard, Chairperson, Board of Park Commissioners

From: Cathy Austin, PE   
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 16-1427 Nash Park Ball Stop

Location: 6022 60<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Bane-Nelson, Inc., Kenosha, Wisconsin. This project consisted of erosion control, construction of auger cast footings, erection and bolt up of existing tower, and site restoration.

It is recommended that the project be accepted in the final amount of \$9,600.00. Original contract amount was \$9,600.00 plus \$400.00 for contingency for a total of \$10,000.00. Funding was from CIP Line Item PK-03-001.

CMA/kjb

**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 (34<sup>th</sup> Avenue – 86<sup>th</sup> Place to 88<sup>th</sup> Place, 44<sup>th</sup> Avenue Cul-de-Sac south of 87<sup>th</sup> Place, 87<sup>th</sup> Place Cul-de-Sac west of 42<sup>nd</sup> Avenue, Alternate 1: 26<sup>th</sup> Avenue – 34<sup>th</sup> Street to 31<sup>st</sup> Street, Alternate 2: 40<sup>th</sup> Street – Sheridan Rd to 8<sup>th</sup> 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 3<sup>rd</sup> day of **October, 2016**.

Approved:

Date:

\_\_\_\_\_  
 John M. Antaramian, Mayor

Attest:

Date:

\_\_\_\_\_  
 Debra L. Salas, City Clerk-Treasurer

**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 28<sup>th</sup> day of September, 2016 (the "Agreement Date").

**WITNESSETH:**

**WHEREAS**, Assignor currently leases a portion of the premises located at 5125-6<sup>th</sup> 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 6<sup>th</sup> 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:

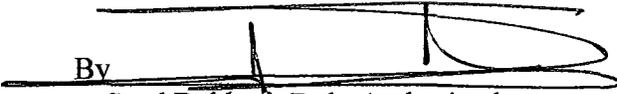
1. **Lease Assignment.** Assignor wishes to assign Lease to Assignee, and Assignee wishes to assume all rights, obligations, duties, titles and interest under the Lease, effective upon closing the Sale between Assignor and Assignee ("the Closing Date").
2. **Indemnification.** Assignee agrees to indemnify 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.

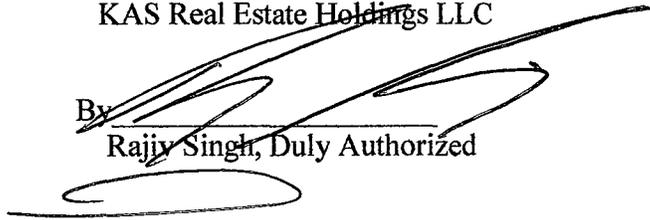
By

  
Syed Bokhari, Duly Authorized

**ASSIGNEE:**

KAS Real Estate Holdings LLC

By

  
Rajiy 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 - 6<sup>th</sup> 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 18<sup>th</sup> day of July, 1967, with **Downtown Motor-Marina Inn, Inc.**, for a portion of the premises located at 5125 - 6<sup>th</sup> 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**, **Downtown 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 - 6<sup>th</sup> 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 - 52<sup>nd</sup> 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, 14<sup>th</sup> 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.

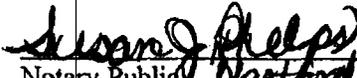
**MAYRA KENOSHA, INC.**  
**A Wisconsin Corporation**

BY:   
SYED BOKARI, President

Date: \_\_\_\_\_

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

Personally came before me this 4<sup>th</sup> 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:   
KEITH G. BOSMAN, Mayor

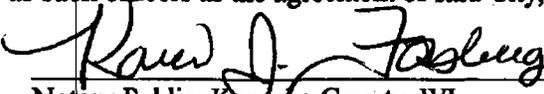
Date: 10 | 27 | 2011

BY:   
MICHAEL K. HIGGINS,  
City Clerk/Treasurer

Date: 10/27/11

STATE OF WISCONSIN)  
:SS.  
COUNTY OF KENOSHA)

Personally came before me this 27<sup>th</sup> 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.

  
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 )  
                                  )SS.  
COUNTY OF KENOSHA )

Personally came before me this 3<sup>rd</sup> 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/a: 3/15/12



L E A S E

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 INN, 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  $9^{\circ}$  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,

VOL 757 PAGE 193

EXHIBIT

"A"

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 throughfare 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,

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

of said alleyway and the northerly line of Lot Two (2), 54.24 feet; thence S. 46° 33' 00" E. 195.32 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")

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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.

IN WITNESS WHEREOF, the said Board of Harbor Commissioners of Kenosha, Wisconsin, Lessor, has caused these presents to be signed by Stig G. Wiren, 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 B. Davies  
Verona B. Davies

Board of Harbor Commissioners of Kenosha, Wisconsin

Stig G. Wiren  
Stig G. Wiren, Chairman

Countersigned:

John A. Serpe  
John A. Serpe, Secretary

Signed and sealed in the presence of:

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

Downtown Motor-Marina Inn, Inc.

Louis J. Gatti  
Louis J. Gatti, President

Countersigned:

Earl A. Guttormsen  
Earl A. Guttormsen, Secretary

(corporate seal)



**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 **Downtown 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**, **Downtown 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"**

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 18<sup>th</sup> day of

July, 1994.

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

July, 1994.

PARKSIDE HOTEL, LTD, Lessee

BY: [Signature]  
L.V. 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 10<sup>th</sup> 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 11<sup>th</sup> 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.

*Dorota M. Serjanski*

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



JAMES W. CONWAY  
CITY ATTORNEY

EDWARD R. ANTARAMIAN  
ASSISTANT CITY ATTORNEY

CHRISTINE M. GENTNER  
ASSISTANT CITY ATTORNEY

July 20, 1993

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

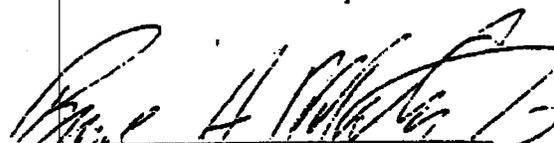
EXHIBIT

"A"

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

PLAT  
OF  
LEASED AREA  
SHOWING  
RETAINED PREMISES  
AND  
RELEASED PREMISES

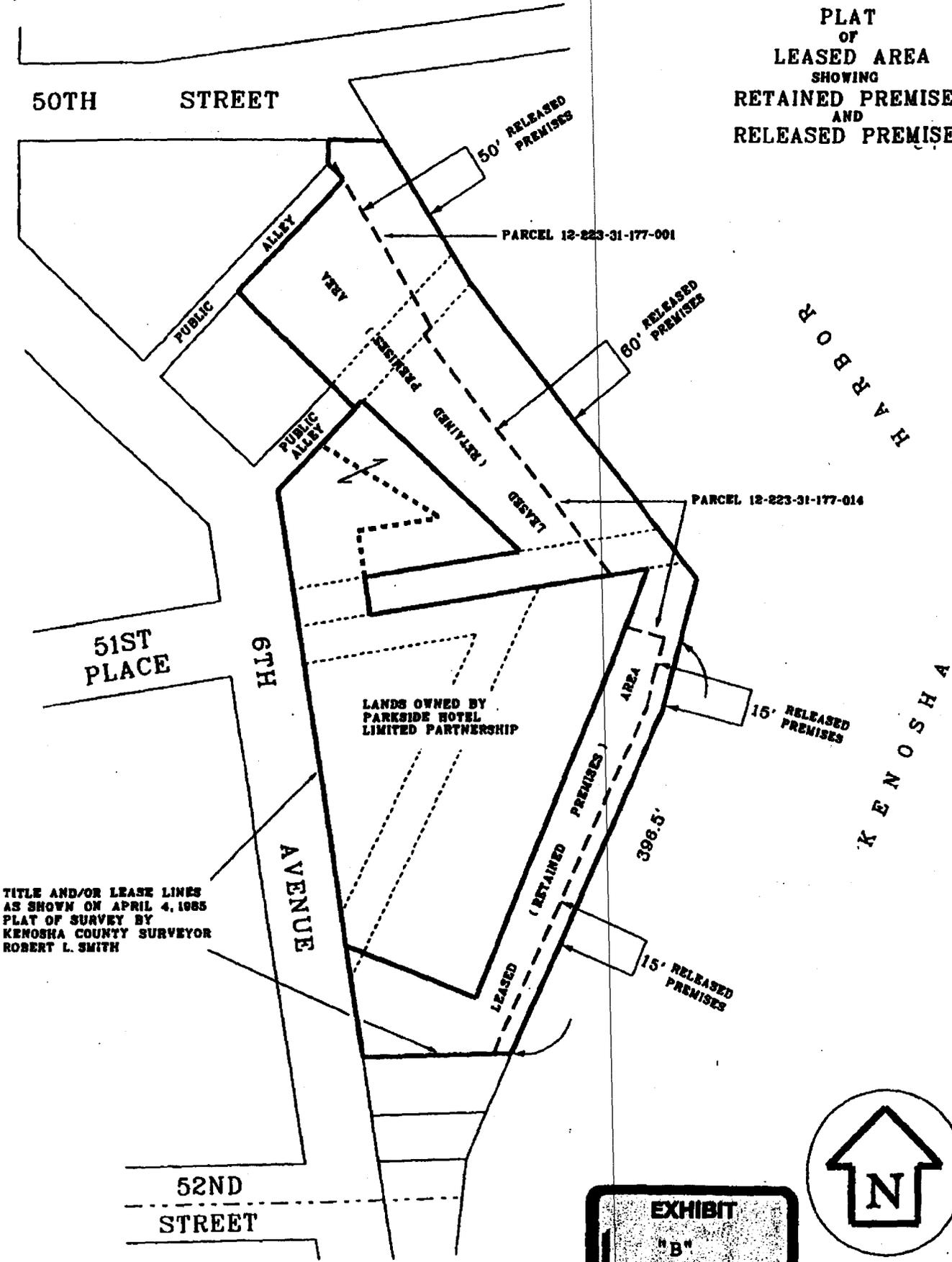
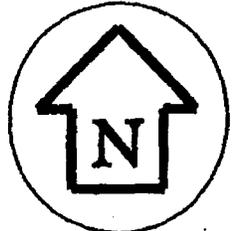


EXHIBIT  
"B"



SCALE 1" = 120'

**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 28<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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 (10<sup>th</sup>) 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 Invalidity. 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 289<sup>th</sup> day of July, 2016.

Signed, Sealed and Delivered  
In the Presence of:

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Holly Rix  
Holly Rix  
Linda Nagl  
LINDA NAGL

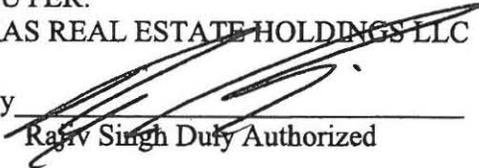
SELLER:  
MAYRA KENOSHA, INC.

By \_\_\_\_\_  
Syed Bokhari, its President, Duly authorized

SYED SONS II KENOSHA, INC.

By \_\_\_\_\_  
Syed Bokhari, its President, Duly authorized

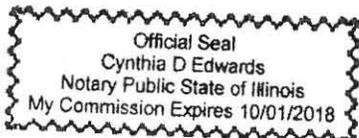
BUYER:  
KAS REAL ESTATE HOLDINGS LLC

By   
Rajiv Singh Duly Authorized

STATE OF 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 28<sup>th</sup> 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

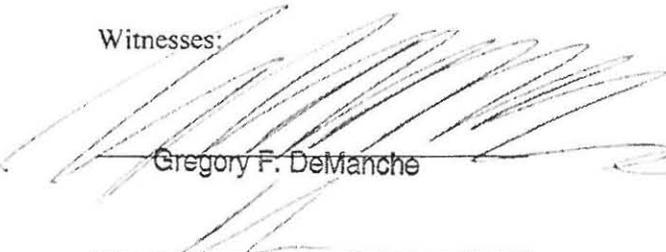
On this 28<sup>th</sup> day of July, 2016, personally appeared Syed Bokhari, duly authorized President of MAYRA KENOSHA, INC., as aforesaid Signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said corporation, before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

\_\_\_\_\_  
Gregory F. DeManche  
Commissioner of Superior Court

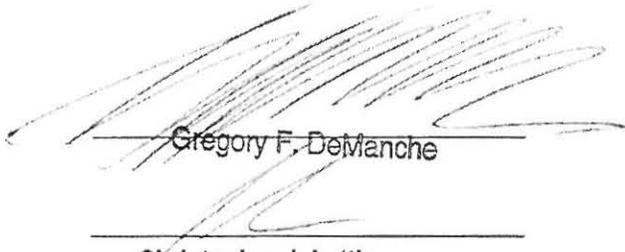
IN WITNESS WHEREOF, the undersigned parties of this Agreement have caused these presents to be executed by their undersigned officers, duly authorized, this 28<sup>th</sup> day of July, 2016.

Signed, Sealed and Delivered  
In the Presence of:

Witnesses:

  
\_\_\_\_\_  
Gregory F. DeManche

\_\_\_\_\_  
Christopher J. Lytle

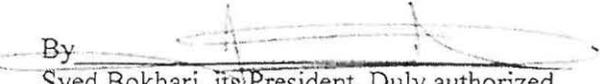
  
\_\_\_\_\_  
Gregory F. DeManche

\_\_\_\_\_  
Christopher J. Lytle

SELLER:  
MAYRA KENOSHA, INC.

By   
\_\_\_\_\_  
Syed Bokhari, its President, Duly authorized

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 28<sup>th</sup> 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 28<sup>th</sup> 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 6<sup>th</sup> 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 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

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**

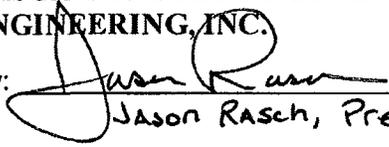
By: \_\_\_\_\_  
John M. Antaramian, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer

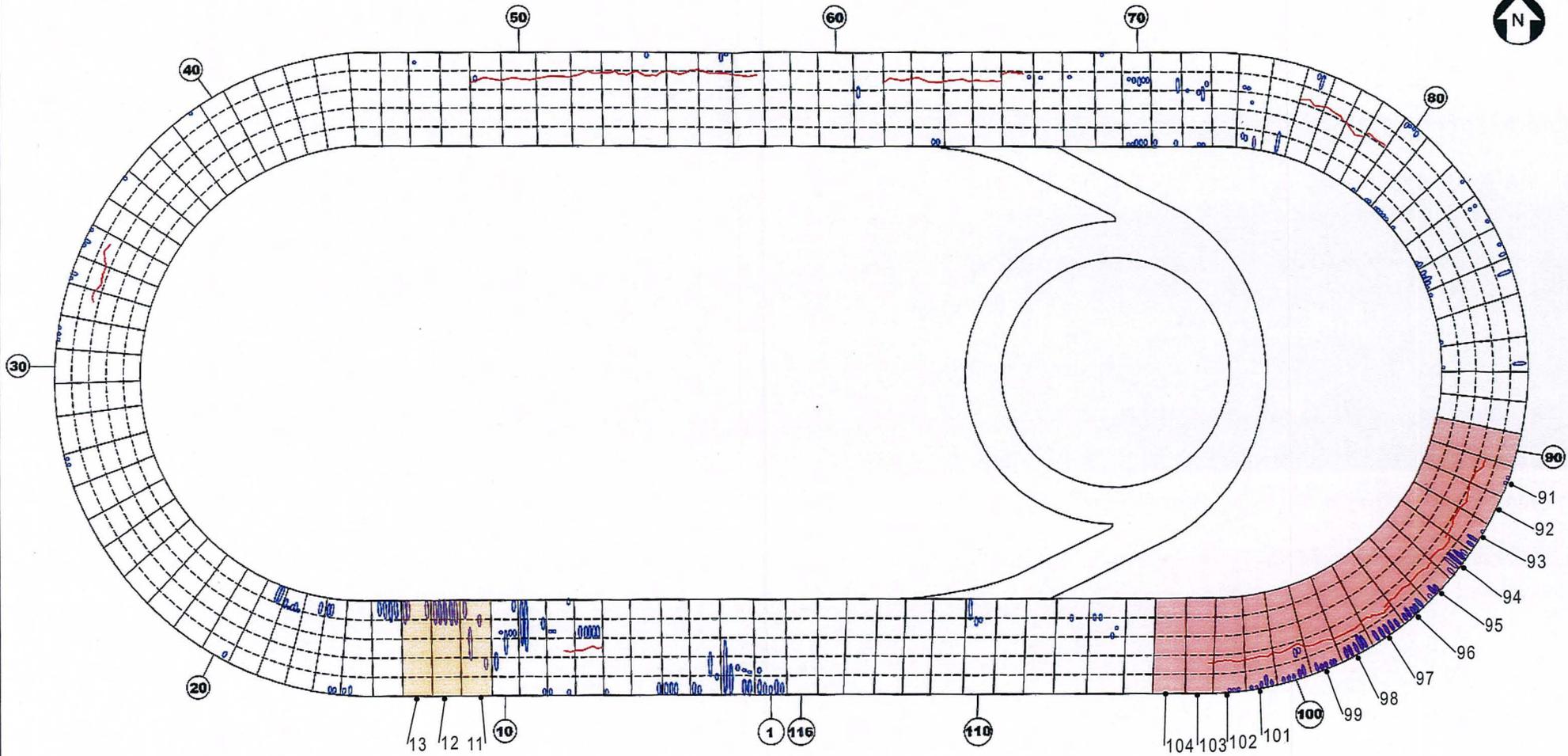
Dated: \_\_\_\_\_

**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**



## 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 _____ ) )SS County Of _____ )
--

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 (\_\_\_\_\_) \_\_\_\_\_

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Address \_\_\_\_\_

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Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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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 (\_\_\_\_\_) \_\_\_\_\_



