

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, October 7, 2013, 5:30 PM

Chairman: Daniel Prozanski Jr.
Aldersperson: David F. Bogdala
Aldersperson: Keith W. Rosenberg

Vice Chair: Tod Ohnstad
Aldersperson: Rocco J. LaMacchia
Aldersperson: Curt Wilson

Call to Order
Roll Call

1. Approval of the minutes of the meeting held September 16, 2013. Pgs. 1-2
2. Proposed Resolution To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$5,048.72 for Trash and Debris Removal. Pgs. 3-6
3. Proposed Resolutions To Levy Special Charge Resolutions Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Boarding and Securing - \$268.12
 - b. Grass and Weed Cutting - \$10,909.91
 - c. Property Maintenance Reinspection Fees - \$6,530.00
 - d. Trash and Debris Removal - \$295.00
 - e. Unpaid Permit Fees - \$340.00
 - f. Zoning/Building Reinspection Fees - \$792.00 Pgs. 7-29
4. Development Grant Agreement between the City of Kenosha, KTR WIS III, LLC, and Amazon.com.dedc, LLC (Tax Incremental District No. 16). Pgs. 30-61
5. Proposed Initial Resolution by the Mayor - Authorizing the Borrowing of Not To Exceed \$18,200,000 to Finance Projects in Tax Incremental District No. 16; Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. Pg. 62
6. Proposed Resolution by the Mayor - To Adopt a Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, Under Section 66.1105(4)(h)1., Wisconsin Statutes. (District #16) (CP - Ayes 7; Noes 0) Pgs. 63-90
7. Approval of Lease Agreement by the City of Kenosha, the Board of Parks Commissioners, and Kenosha County for a Proposed Public Safety Communication Tower in Nash Park. (District ~~15~~) (Also referred to Park) Pgs. 91-110
8. Proposed Resolution To Amend the City of Kenosha Capital Improvement Program for 2013 By Creating SW-13-009 "Recreational Water Quality Improvements" in the Amount of \$150,000 With Outside Funding from a Great Lakes Restoration Initiative Grant in the Amount of \$150,000 for a Net Change of \$0. (Also referred to SWU) Pg. 111
9. Agreement by and between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City of Kenosha for Beach Restoration for Simmons Island and Eichelman Beaches. (Park - Ayes 3, Noes 0; also referred to SWU) Pgs. 112-121

10. Approval of Grant Agreement Between the State of Wisconsin Department of Natural Resources and the City (of Kenosha) for the Kenosha Harbor Feasibility Study. (Park - Ayes 3, Noes 0) Pgs. 122-130
11. Proposed Resolution by Alderperson David F. Bogdala – To Urge the Mayor to Include in the City of Kenosha Capital Improvement Plan for 2014 the Amount of \$300,000.00 for Resurfacing of a Portion of 104th Avenue. (Also referred to PW) (Deferred 09/16/13) Pgs. 131-135
12. Proposed Resolution by Alderperson Kevin E. Mathewson - To Amend the City (of Kenosha) Capital Improvement Program for 2013 by Decreasing PK-03-001 “Park Renovations” in the Amount of \$15,000 and to Create Capital Improvement Line Item PK-03-002 “Roosevelt Park Playground Equipment” in the Amount of \$15,000 for a Net Change of \$0. (Park – As amended - Ayes 3, Noes 0) Pgs. 136-139
13. Proposed Resolution by the Mayor - To Assign New Ward Polling Places and Combine Ward Polling Places For Voting Purposes. Pgs. 140-146
14. Access and Indemnification Agreement between the City of Kenosha and Old Carco Liquidation Trust regarding the repair of a section of the wastewater treatment system at the former Chrysler Engine Plant at 5555-30th Avenue. Pgs. 147-149
15. Disbursement Record #17 - \$12,559,266.89. Pgs. 150-178
16. Claim of Stuart Sabath. **CLOSED SESSION: The Finance Committee may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding this matter. The Finance Committee may or may not reconvene into open session.**
17. Claim of Mark McCray v. City of Kenosha. **CLOSED SESSION: The Finance Committee may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding this matter. The Finance Committee may or may not reconvene into open session.**
18. Claim of Michael Gayan & Jamie Holmes. **CLOSED SESSION: The Finance Committee may go into Closed Session, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding this matter. The Finance Committee may or may not reconvene into open session.**

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

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

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

**Finance Committee
Minutes of Meeting Held September 16, 2013***

A meeting of the Finance Committee held on Monday, September 16, 2013, in Room 204 at the Kenosha Municipal Building was called to order at 5:33 pm by Chairman Prozanski.

At roll call, the following members were present: Alderpersons Bogdala, LaMacchia, Ohnstad, Rosenberg and Wilson. Alderperson Bogdala left after action on item #7 (which was moved to #2) to attend the Public Works meeting.

NOTE: Item #7 was acted on after item #1. See #7 for action taken.

1. Approval of the minutes of the regular meeting held September 4, 2013. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
2. Resolution by the Finance Committee – to Correct Resolution 96-13 (Corrected Resolution #56-13 for Hazardous Sidewalk and/or Driveway Approaches). (Project 12-1208 Sidewalk & Curb/Gutter Program) (Also Referred to PW) **It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to approve. Motion carried unanimously.**
3. Resolution by the Finance Committee – To Levy Special Charges Upon Various Parcels of Property Located in the City per List on File in the Office of the City Clerk:
 - a. Boarding and Securing in the Total Amount of \$2,566.81
 - b. Grass and Weed Cutting in the Total Amount of \$20,046.62
 - c. Property Maintenance Reinspection Fees in the Total Amount of \$4,652.00**It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve. Motion carried unanimously.**
4. Resolution by The Mayor – to Approve a New Labor Agreement for 2012-2014 Between the City of Kenosha and ATU, Local #998. **It was moved by Alderperson Ohnstad, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
5. Resolution by the Mayor - To Create Tax Incremental District #16, City of Kenosha, Wisconsin, Under Section 66.1105(4)(gm), Wisconsin Statutes. (CP - Ayes 8, Noes 0) Zohrab Khaligian, Community Development Specialist explained. Jeff Zyglar, Vice President of KTR Capital Partners and Frank Pacetti, City Administrator spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
6. Resolution by the Mayor - To Adopt a Project Plan for Tax Incremental District #16, City of Kenosha, Wisconsin, Under Section 66.1105 (4)(g), Wisconsin Statutes. (CP - Ayes 8, Noes 0) Zohrab Khaligian, Community Development Specialist explained. Jeff Zyglar, Vice President of KTR Capital Partners spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
7. Resolution by Alderperson David F. Bogdala – to Urge the Mayor to Include in the City of Kenosha Capital Improvement Plan for 2014 the Amount of \$300,000.00 for Resurfacing of a Portion of 104th Avenue. (Also Referred to PW) Sean Von Burgen, Assistant Engineer answered questions. It was moved by Alderperson Bogdala, seconded by Alderperson Prozanski, to amend the second to last paragraph, “the amount of \$300,000, minimally within the 2014 budget..... **It was then moved by Alderperson Prozanski, seconded by Alderperson Ohnstad to defer until the next meeting. Motion carried (4-2) with Alderpersons Bogdala and LaMacchia voting nay.**
8. Resolution by Alderperson Scott N. Gordon, Co-Sponsors: Alderpersons Rocco J. LaMacchia, Sr., Jesse Downing, Curt Wilson, Daniel Prozanski, Jr., Jan Michalski, Patrick A. Juliana, Chris Schwartz, Anthony Kennedy, and Michael J. Orth - To Urge The Governor To Approve The Casino Proposed For The City Of Kenosha. (Also Referred to PW, SWU) (PSW-Approve as Amended - Ayes 5, Noes 0; LP - Ayes 5, Noes 0) **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to add Alderpersons Ohnstad and Rosenberg as sponsors, and amend as presented: BE IT FURTHER RESOLVED that the City Clerk is directed to send a copy of this resolution to Governor Scott Walker, State Senator Robert Wirch, Representatives Peter Barca, Tod Ohnstad, Samantha Kerkman, Cory Mason, all members of the**
Finance Agenda Item 1. October 7, 2013 Pg. 1

*Kenosha County Board, Congressman Paul Ryan, Senator Tammy Baldwin, Racine County Executive Jim Ladwig, Village of Pleasant Prairie President John Steinbrink, Somers Town Board Chairperson Ben Harbach, Mt. Pleasant Village Board of Trustees, and Kenosha County Executive Jim Kreuser. , and the City of Kenosha's Legislative Commission, and to request that the Governor meet with the City of Kenosha's Legislative Commission. **Motion carried unanimously. It was then moved by Alderperson LaMacchia, seconded by Alderperson Ohnstad to approve as amended. Motion carried unanimously.***

9. Resolution by Alderperson Steve Bostrom, Co-Sponsor: Alderperson Rocco LaMacchia, Sr. - To Become A Partner In The Food For Learning Project And Authorize And Instruct The City Administrator Or His Designee To Establish Guidelines And Offers Of Contribution From The City Of Kenosha To The Food For Learning Project. (Also Referred to PW, SWU) (PSW - Ayes 5 Noes 0; LP - Ayes 5, Noes 0) It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously. **It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to amend by striking "use of City owned trailers and other equipment" from the last paragraph. Motion carried unanimously. It was then moved by Alderperson Rosenberg, seconded by Alderperson Wilson to approve as amended. Motion carried. Unanimously.**
10. Change Order for Project 13-1208 Sidewalk & Curb/Gutter Program (Citywide Locations). (Also Referred to PW) **It was moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to approve. Motion carried unanimously.**
11. Change Order for Project 13-1025 56th Street Resurfacing (56th Street - 13th Avenue to Sheridan Road). (District #2) (Also Referred to PW) **It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve. Motion carried unanimously.**
12. Disbursement Record #16 - \$22,486,985.02. **It was moved by Alderperson Ohnstad, seconded by Alderperson LaMacchia, to approve. Motion carried unanimously.**

CITIZENS COMMENTS:

ALDERPERSON COMMENTS:

There being no further business to come before the Finance Committee, it was moved, seconded and carried to adjourn at 6:04 pm.

*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, October 7, 2013.

RESOLUTION NO. _____

BY: COMMITTEE ON FINANCE

To Levy a Special Assessment under Authority of Charter Ordinance No. 26, as Amended, upon Certain Parcels of Land Within the City of Kenosha, Wisconsin in the Amount of \$5,048.72 for Trash and Debris Removal

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

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

WHEREAS, trash and debris has been removed by the City, through private contract, from various parcels of real estate at the costs of abatement and administration noted by a report from the Health Department dated September 13, 2013, for the City of Kenosha, which report is on file in the Office of the City Clerk/Treasurer and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Charter Ordinance No. 26, as amended by Charter Ordinance No.(s) 28, 30, and 33, special assessments in the total amount of \$5,048.72 are levied against the respective parcels of property listed in the report of the Health Department on file in the Office of the City Clerk/Treasurer for the City of Kenosha, Wisconsin, with interest thereon to be charged at seven and one-half (7.5%) percent per annum from the date of passage of this Resolution.

Adopted this ____ day of _____, 2013.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Date: _____

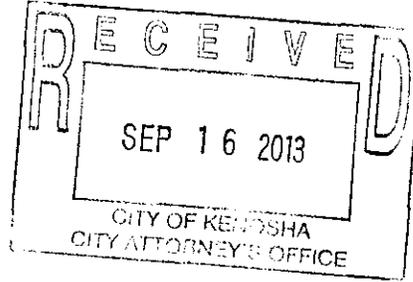
Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



COUNTY OF KENOSHA

John T. Jansen, Director
Department of Human Services

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



DATE: September 13, 2013

TO: Edward R. Antaramian, City Attorney

FROM: Mark Melotik, Environmental Manager

Mark L Melotik 9/16/13

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

1.)	2112 - 53rd Street	PARCEL #	12-223-31-329-007
	<u>OWNER OF RECORD:</u> Jolene Trznadel 808 Dawes Libertyville, IL 60048	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 185.00
	Cleanup Date: 7/19/2013	TOTAL:	<u>260.00</u>
2.)	6121 - 12th Avenue	PARCEL #	05-123-06-131-008
	<u>OWNER OF RECORD:</u> Devang & Jaishali Thakore 1216 NE Waverly Way Bentonville, AR 72712-4180	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 240.00
	Cleanup Date: 7/31/2013	TOTAL:	<u>315.00</u>
3.)	5316 - 33rd Avenue	PARCEL #	09-222-36-305-019
	<u>OWNER OF RECORD:</u> Nationwide Advantage Mortgage 4400 Will Rogers Parkway, Suite 300 Oklahoma City, OK 73108	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 240.00
	Cleanup Date: 7/31/2013	TOTAL:	<u>315.00</u>
4.)	5615 - 55th Avenue	PARCEL #	08-222-35-353-004
	<u>OWNER OF RECORD:</u> Darnell & Anna Brantly 5615 - 55th Avenue Kenosha WI 53144	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost	75.00 285.00 6.77 23.18
	Cleanup Date: 8/6/2013	TOTAL:	<u>389.95</u>

5.)	6820 - 28th Avenue	PARCEL #	01-122-01-428-016
	<u>OWNER OF RECORD:</u> Louis Salituro 3707 - 85th Street, Unit D Kenosha WI 53142	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 385.00
	Cleanup Date: 8/7/2013	TOTAL:	<u><u>460.00</u></u>
6.)	1310 - 68th Street	PARCEL #	05-123-06-314-010
	<u>OWNER OF RECORD:</u> Pamela Snowtala 6801 - 27th Street Kenosha WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail	75.00 885.00 6.77
	Cleanup Date: 8/7/2013	TOTAL:	<u><u>966.77</u></u>
7.)	1103 - 83rd Street	PARCEL #	06-123-07-452-011
	<u>OWNER OF RECORD:</u> Bryan & Joanne Coats 1103 - 83rd Street Kenosha, WI 53143	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Publication Cost	75.00 445.00 6.77 23.56
	Cleanup Date: 7/29/2013	TOTAL:	<u><u>550.33</u></u>
8.)	4107 - 45th Street	PARCEL #	08-222-35-102-051
	<u>OWNER OF RECORD:</u> James & Mary Lentz 4107 - 45th Street Kenosha, WI 53144	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail	75.00 280.00 6.77
	Cleanup Date: 8/9/2013	TOTAL:	<u><u>361.77</u></u>
9.)	6018 - 22nd Avenue	PARCEL #	01-122-01-101-013
	<u>OWNER OF RECORD:</u> Melissa Frisco 8010 - 103rd Avenue Pleasant Prairie, WI 53158	<u>ASSESSMENT:</u> Administrative Fee Clean up Certified Mail Newspaper Posting	75.00 295.00 6.77 23.56
	Cleanup Date: 8/16/2013	TOTAL:	<u><u>400.33</u></u>
10.)	612 - 44th Street	PARCEL #	11-223-30-481-007
	<u>OWNER OF RECORD:</u> Federal National Mortgage Association P O Box 650043 Dallas, TX 75265	<u>ASSESSMENT:</u> Administrative Fee Clean up	75.00 295.00
	Cleanup Date: 8/16/2013	TOTAL:	<u><u>370.00</u></u>

11.) 1413 - 61st Street

PARCEL # 05-123-06-206-002

OWNER OF RECORD:

Shelby Rielly
1413 - 61st Street
Kenosha WI 53143

ASSESSMENT:

Administrative Fee	75.00
Clean up	85.00
Certified Mail	6.77
Newspaper Posting	22.80
TOTAL:	189.57

Cleanup Date: 8/14/2013

12.) 7015 - 44th Avenue

PARCEL # 02-122-02-451-001

OWNER OF RECORD:

Margarito Vasquez
7015 - 44th Avenue
Kenosha, WI 53142

ASSESSMENT:

Administrative Fee	75.00
Clean up	395.00

Cleanup Date: 8/19/2013

TOTAL: **470.00**

CHARTER 26 TOTAL	\$ 5,048.72
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property
for Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2013, in the total amount of \$268.12, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #: 05-123-06-232-008

6109 20TH AVE

Owner of Record

BANKS OF WISCONSIN
C/O PRESCIENT INC (FDIC)
2600 DOUGLAS RD, STE 800
CORAL GABLES, FL 33134

Admin. Fee
100.00

Charge
168.12

Total
268.12

RESOLUTION TOTAL

268.12

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for weed/grass cutting during 2013, in the total amount of **\$10,909.91**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:01-122-01-156-007**6427 29TH AVE****Owner of Record**
KENNETH M PRINCE
6427 29TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
100.00Total
200.00

Parcel #:01-122-01-227-017**6107 37TH AVE****Owner of Record**
GERALD W & DIANE L MCGAHAN
6107 37TH AVE
KENOSHA, WI 53142-3330Admin. Fee
100.00Charge
559.32Total
659.32

Parcel #:01-122-01-283-022**6400 30TH AVE****Owner of Record**
BANK OF AMERICA NA
4161 PIEDMONT PKWY
NC4-105-03-04
GREENSBORO, NC 27416Admin. Fee
100.00Charge
183.24Total
283.24

Parcel #:01-122-01-337-002**6907 36TH AVE****Owner of Record**
MARY A RADATZ
6907 36TH AVE
KENOSHA, WI 53142-3944Admin. Fee
100.00Charge
162.60Total
262.60

Parcel #:01-122-01-359-005**7317 38TH AVE****Owner of Record**
BANK OF AMERICA NA
400 NATIONAL WAY
SIMI VALLEY, CA 93065Admin. Fee
100.00Charge
10.08Total
110.08

Parcel #:01-122-01-370-006**7203 35TH AVE****Owner of Record**
JOANNE C ANDREWS
7203 35TH AVE
KENOSHA, WI 53142-3951Admin. Fee
100.00Charge
51.65Total
151.65

Parcel #:03-122-03-407-037**5707 68TH ST**

Owner of Record
MICHELLE M MATHEY
5707 68TH ST
KENOSHA, WI 53142

Admin. Fee
100.00

Charge
145.02

Total
245.02

Parcel #:04-122-12-110-012**7728 22ND AVE**

Owner of Record
US BANK NA
4801 FREDERICA ST
OWENSBORO, KY 42301

Admin. Fee
100.00

Charge
97.74

Total
197.74

Parcel #:04-122-12-401-001**8004 22ND AVE**

Owner of Record
U S PETROLEUM INC
8004 22ND AVE
KENOSHA, WI 53143

Admin. Fee
100.00

Charge
30.20

Total
130.20

Parcel #:05-123-06-129-005**1214 61ST ST**

Owner of Record
DEBRA L JACKSON
1817 104TH ST #67
PLEASANT PRAIRIE, WI 53158

Admin. Fee
100.00

Charge
91.95

Total
191.95

Parcel #:05-123-06-131-008**6121 12ND AVE**

Owner of Record
DEVANG & JAISHALI THAKORE
1216 NE WAVERLY WAY
BENTONVILLE, AR 72712-4180

Admin. Fee
100.00

Charge
105.08

Total
205.08

Parcel #:05-123-06-205-005**1605 61ST ST**

Owner of Record
SHANNON DELACY
1605 61ST ST
KENOSHA, WI 53143-4418

Admin. Fee
100.00

Charge
116.98

Total
216.98

Parcel #:05-123-06-256-021**6420 20TH AVE**

Owner of Record
 QUILING HUANG
 1923 63RD ST, STE C
 KENOSHA, WI 53143

Admin. Fee
 100.00

Charge
 10.56

Total
 110.56

Parcel #:05-123-06-258-023**6628 20TH AVE**

Owner of Record
 XIAO YAN WANG
 6109 CLOVERDALE BLVD #1
 BAYSIDE, NY 11364-2431

Admin. Fee
 100.00

Charge
 49.80

Total
 149.80

Parcel #:05-123-06-260-036**6516 18TH AVE**

Owner of Record
 FRANK F & SANDRA J LUDOWISE
 6516 18TH AVE
 KENOSHA, WI 53143-4954

Admin. Fee
 100.00

Charge
 121.98

Total
 221.98

Parcel #:05-123-06-260-037**6510 18TH AVE**

Owner of Record
 HERBERT D & VIVIAN F MILLS
 6510 18TH AVE
 KENOSHA, WI 53143-4954

Admin. Fee
 100.00

Charge
 155.00

Total
 255.00

Parcel #:05-123-06-307-002**1417 68TH ST**

Owner of Record
 1417 68TH STREET LAND TRUST
 501 SILVERSIDE RD, STE 87JQ
 WILMINGTON, DE 19809

Admin. Fee
 100.00

Charge
 8.00

Total
 108.00

Parcel #:05-123-06-307-008**1516 69TH ST**

Owner of Record
 LISETTE TAPIA
 1516 69TH ST
 KENOSHA, WI 53143

Admin. Fee
 100.00

Charge
 4.32

Total
 104.32

Parcel #:05-123-06-314-010**1310 68TH ST****Owner of Record**
PAMELA A SNOWTALA
6801 27TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
69.40Total
169.40

Parcel #:05-123-06-355-021**1818 75TH ST****Owner of Record**
JOHN & LORRAINE SPERANDEO
509 MAIN ST
GENOA CITY, WI 53128-2167Admin. Fee
100.00Charge
157.69Total
257.69

Parcel #:05-123-06-386-003**1511 74TH ST****Owner of Record**
TIMOTHY E CONNOLLY
1511 74TH ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
98.92Total
198.92

Parcel #:05-123-06-408-002**407 69TH ST****Owner of Record**
RICHARD K ERMOIAN
PO BOX 283
KENOSHA, WI 53141-0283Admin. Fee
100.00Charge
112.90Total
212.90

Parcel #:05-123-06-451-013**7013 SHERIDAN RD****Owner of Record**
EVERBANK
301 WEST BAY ST
JACKSONVILLE, FL 32202Admin. Fee
100.00Charge
110.88Total
210.88

Parcel #:05-123-06-479-017**704 75TH ST****Owner of Record**
GURPAL WISCONSIN STATIONS LLC
9653 N GRANVILLE RD
MEQUON, WI 53097Admin. Fee
100.00Charge
77.63Total
177.63

Parcel #:06-123-07-255-013**7954 21ST AVE****Owner of Record**
7108 43RD AVE LLC
1344 LATHROP AVE
RACINE, WI 53405Admin. Fee
100.00Charge
14.20Total
114.20

Parcel #:06-123-07-452-011**1103 83RD ST****Owner of Record**
BRYAN J & JOANNE I COATS
1103 83RD ST
KENOSHA, WI 53143-6116Admin. Fee
100.00Charge
143.33Total
243.33

Parcel #:07-222-13-405-060**1541 25TH AVE****Owner of Record**
MELINDA G MODESITT
2814 14TH LN
KENOSHA, WI 53140Admin. Fee
100.00Charge
347.20Total
447.20

Parcel #:07-222-24-363-030**3826 30TH ST****Owner of Record**
CHRISTOPHER & DULCE PETKUS
3826 30TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
276.30Total
376.30

Parcel #:07-222-25-428-016**4053 30TH AVE****Owner of Record**
REBECA ECHEVERRIA
4053 30TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
288.96Total
388.96

Parcel #:08-222-35-102-051**4107 45TH ST****Owner of Record**
WELLS FARGO BANK NA
3476 STATEVIEW BLVD
FORT MILL, SC 29715Admin. Fee
100.00Charge
152.60Total
252.60

Parcel #:08-222-35-355-008**5427 58TH ST****Owner of Record**RUBEN & HAYDEE MUNOZ
5427 58TH ST
KENOSHA, WI 53144Admin. Fee
100.00Charge
124.65Total
224.65

Parcel #:09-222-36-127-009**4536 28TH AVE****Owner of Record**EH POOLED INVESTMENTS LP
2711 CENTERVILLE RD STE 400
WILMINGTON, DE 19808Admin. Fee
100.00Charge
180.20Total
280.20

Parcel #:09-222-36-129-010**4714 29TH AVE****Owner of Record**EDUCATORS CREDIT UNION
1400 N NEWMAN RD
RACINE, WI 53406Admin. Fee
100.00Charge
22.50Total
122.50

Parcel #:09-222-36-152-001**5001 29TH AVE****Owner of Record**JOSEPH V GAUDIO
8031 15TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
21.12Total
121.12

Parcel #:09-222-36-182-002**5107 24TH AVE****Owner of Record**CHRISTOPHER M DEHAVEN
5107 24TH AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
106.68Total
206.68

Parcel #:09-222-36-329-013**3705 52ND ST****Owner of Record**RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092Admin. Fee
100.00Charge
119.36Total
219.36

Parcel #:09-222-36-363-009**5722 35TH AVE****Owner of Record**BAC HOME LOAN SERVICING LP
7102 CORPORATE DR PTX-B-209
PLANO, TX 75024Admin. Fee
100.00Charge
123.37Total
223.37

Parcel #:09-222-36-405-005**2502 54TH ST****Owner of Record**GUILLERMO HERNANDEZ
JULIA RUIZ
2502 54TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
121.56Total
221.56

Parcel #:09-222-36-483-008**5809 23RD AVE****Owner of Record**JOHN SAVAGLIO
3707 85TH ST UNIT D
KENOSHA, WI 53142Admin. Fee
100.00Charge
78.15Total
178.15

Parcel #:11-223-30-152-027**922 38TH ST****Owner of Record**JACOB A & JENEA D MASON
922 38TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
3.36Total
103.36

Parcel #:11-223-30-327-017**3800 19TH AVE****Owner of Record**NABIL #1 LLC
3402 60TH ST
KENOSHA, WI 53144-4144Admin. Fee
100.00Charge
104.05Total
204.05

Parcel #:11-223-30-364-005**4326 17TH AVE****Owner of Record**WELLS FARGO BANK NA
3476 STATEVIEW BLVD
FORT MILLS, SC 29715Admin. Fee
100.00Charge
102.25Total
202.25

Parcel #:11-223-30-434-013**4026 SHERIDAN RD****Owner of Record**
JOSEPH N STURINO
4026 SHERIDAN RD
KENOSHA, WI 53140Admin. Fee
100.00Charge
178.67Total
278.67

Parcel #:12-223-31-131-013**912 47TH ST****Owner of Record**
ERIC HUMPHREY
PO BOX 592
SHELBY, MS 38774-0592Admin. Fee
100.00Charge
240.12Total
340.12

Parcel #:12-223-31-204-004**4817 18TH AVE****Owner of Record**
CODY A SHOUSE
210 N PRAIRIE AVE
MUNDELEIN, IL 60060-2128Admin. Fee
100.00Charge
259.52Total
359.52

Parcel #:12-223-31-253-006**5017 21ST AVE****Owner of Record**
BANKS OF WISCONSIN
C/O PRESCIENT INC (FDIC)
2600 DOUGLAS RD, STE 800
CORAL GABLES, FL 33134Admin. Fee
100.00Charge
127.15Total
227.15

Parcel #:12-223-31-276-001**1323 50TH ST****Owner of Record**
DANIEL M ZIZZO SR
2914 35TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
8.00Total
108.00

Parcel #:12-223-31-276-020**1320 52ND ST****Owner of Record**
DANIEL M ZIZZO SR
2914 35TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
5.80Total
105.80

Parcel #:12-223-31-305-003**1501 54TH ST****Owner of Record**NOEL C BAKER
PO BOX 47501
CHICAGO, IL 60647**Admin. Fee**

100.00

Charge

36.32

Total

136.32

Parcel #:12-223-31-352-003**2010 56TH ST****Owner of Record**ANTONIO FLORES
2010 56TH ST
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

93.55

Total

193.55

RESOLUTION TOTAL**10,909.91**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for reinspection fees during 2013, in the total amount of **\$6,530.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #: 01-122-01-201-010	6031 31ST AVE			
Owner of Record PAUL J LEVONOWICH 6031 31ST AVE KENOSHA, WI 53142-3304	Admin. Fee 100.00	Charge 360.00	Total 460.00	
Parcel #: 02-122-02-277-012	6349 49TH AVE			
Owner of Record MARY ANN JACKSON 6349 49TH AVE KENOSHA, WI 53142-3122	Admin. Fee 100.00	Charge 72.00	Total 172.00	
Parcel #: 02-122-02-452-005	7201 45TH AVE			
Owner of Record TOBIN R BOYLE 7201 45TH AVE KENOSHA, WI 53142-1729	Admin. Fee 100.00	Charge 360.00	Total 460.00	
Parcel #: 02-122-02-452-009	4410 73RD ST			
Owner of Record YVONNE M DODGE 4410 73RD ST KENOSHA, WI 53142	Admin. Fee 100.00	Charge 72.00	Total 172.00	
Parcel #: 04-122-12-238-008	7733 35TH AVE			
Owner of Record FEDERAL NATIONAL MORTGAGE ASSO ONE SOUTH WACKER DR, STE 1400 CHICAGO, IL 60606	Admin. Fee 100.00	Charge 72.00	Total 172.00	
Parcel #: 05-123-06-260-036	6516 18TH AVE			
Owner of Record FRANK F & SANDRA J LUDOWISE 6516 18TH AVE KENOSHA, WI 53143-4954	Admin. Fee 100.00	Charge 360.00	Total 460.00	

Parcel #:05-123-06-312-017**7008 13RD AVE****Owner of Record**LANDREE FAMILY TRUST
1541 17TH AVE
KENOSHA, WI 53140-1520Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-312-018****7006 13RD AVE****Owner of Record**LANDREE FAMILY TRUST
1541 17TH AVE
KENOSHA, WI 53140-1520Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-326-001****6703 21ST AVE****Owner of Record**RICK & DANA FREDERICK
2409 15TH PL
KENOSHA, WI 53140Admin. Fee
100.00Charge
72.00Total
172.00**Parcel #:06-123-07-101-019****7721 5TH AVE****Owner of Record**ALAN RUFFOLO
7721 5TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
72.00Total
172.00**Parcel #:06-123-18-426-016****8867 SHERIDAN RD****Owner of Record**NMTS LLC
4200 39TH AVE
KENOSHA, WI 53144-1961Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:08-222-35-406-014****5406 41ST AVE****Owner of Record**ATSUKO ASHMUS
5406 41ST AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:08-222-35-426-002**5215 44TH AVE****Owner of Record**
MARIA A GOMEZ
5215 44TH AVE
KENOSHA, WI 53144Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-182-019**5102 23RD AVE****Owner of Record**
BENJAMIN GENTILE
5102 23RD AVE
KENOSHA, WI 53140Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-329-013**3705 52ND ST****Owner of Record**
RAKHRA WISCONSIN EZ GO STATION
9653 N GRANVILLE RD
MEQUON, WI 53092Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:09-222-36-404-010**5223 26TH AVE****Owner of Record**
CARL BUSBY
1726 24TH ST
KENOSHA, WI 53140Admin. Fee
100.00Charge
72.00Total
172.00

Parcel #:11-223-30-481-008**4324 6TH AVE****Owner of Record**
ANTHONY G & ELIZABETH T GARZA
8604 2ND AVE
PLEASANT PRAIRIE, WI 53158Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:12-223-31-255-014**5130 21ST AVE****Owner of Record**
BANK OF NEW YORK MELLON
1661 WORTHINGTON RD, STE 100
WEST PALM BEACH, FL 33409Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:12-223-31-255-020**5102 21ST AVE****Owner of Record**DONALD P HENN
5102 21ST AVE
KENOSHA, WI 53140-5915**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:12-223-31-357-005**5707 20TH AVE****Owner of Record**BRENTON PIERRE
5707 20TH AVE
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:12-223-31-389-006**1342 57TH ST****Owner of Record**RAJKO SINDJELIC
7528 PERSHING BLVD STE B 117
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

90.00

Total

190.00

Parcel #:12-223-31-455-001**1105 57TH ST****Owner of Record**JACLYN & LONNIE MCCOLLUM
1105 57TH ST
KENOSHA, WI 53140**Admin. Fee**

100.00

Charge

360.00

Total

460.00

Parcel #:12-223-31-480-001**617 58TH ST****Owner of Record**JOHN SAVAGLIO
8986 33RD AVE
KENOSHA, WI 53142**Admin. Fee**

100.00

Charge

180.00

Total

280.00

RESOLUTION TOTAL**6,530.00**

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for trash and debris removal during 2013, in the total amount of **\$295.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development & Inspections

/saz

Parcel #:12-223-31-131-013

912 47TH ST

Owner of Record

ERIC HUMPHREY
PO BOX 592
SHELBY, MS 38774-0592

Admin. Fee

100.00

Charge

195.00

Total

295.00

RESOLUTION TOTAL

295.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for permit fees during 2013, in the total amount of **\$340.00**, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #: 01-122-01-284-002	6411 32ND AVE		
Owner of Record	Admin. Fee	Charge	Total
GATEWAY PROPERTIES OF KENOSHA 6634 88TH AVE	100.00	240.00	340.00
KENOSHA, WI 53142	ELECTRICAL PERMIT FEE PERMIT #155532		
RESOLUTION TOTAL			340.00

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

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

BE IT RESOLVED, that special charges for reinspection fees during 2013, in the total amount of \$792.00, be levied against the respective parcels of property as shown by a report of the Department of Community Development and Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2013

Approved:

_____, Mayor
Keith G. Bosman

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Drafted by:
Department of Community Development and Inspections

/saz

Parcel #:03-122-06-102-026**10834 61ST ST****Owner of Record**
JON & JEANNE CASADONT
6053 109TH AVE

Admin. Fee	Charge	Total
100.00	360.00	460.00

REINSPECTION FEE - ILLEGAL FENCE
PERMIT #154921

KENOSHA, WI 53142

Parcel #:03-122-06-102-026**10834 61ST ST****Owner of Record**
JON & JEANNE CASADONT
6053 109TH AVE

Admin. Fee	Charge	Total
100.00	60.00	160.00

REINSPECTION FEE - ILLEGAL FENCE
PERMIT #156176

KENOSHA, WI 53142

Parcel #:05-123-06-432-002**1121 68TH ST****Owner of Record**
J&N ASSETS LLC
23373 98TH ST

Admin. Fee	Charge	Total
100.00	72.00	172.00

REINSPECTION FEE FOR HVAC PERMIT
(PETERSON HEATING)

SALEM, WI 53168

RESOLUTION TOTAL**792.00**

**DEVELOPMENT GRANT AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 16)**

THIS AGREEMENT is entered into as of this ___ day of _____, 2013 (the “Effective Date”), by the City of Kenosha, Wisconsin (the “City”), KTR WIS III LLC (the “Developer”) and Amazon.com.dedc LLC (the “Tenant”).

WITNESSETH:

WHEREAS, as of the Effective Date of this Agreement the Developer owns Lot 1 (“Lot 1”), which comprises a portion of the property described on Exhibit A (the “Property”), which lot is proposed to be developed as identified below; and an affiliate of Developer owns Lot 2 (“Lot 2”), which is intended for future industrial use, all as described on Exhibit A, and shown on Exhibit A-1, the proposed CSM (“CSM”);

WHEREAS, the Developer and its affiliate intend to develop the Property for industrial uses as described on Exhibit B (the “Development”);

WHEREAS, the Developer intends to build on Lot 1 a warehouse/distribution center as shown on Exhibit B-1 (“Lot 1 Development”);

WHEREAS, Developer intends to lease the Lot 1 Development to Tenant;

WHEREAS, the Property is located in the City’s Tax Incremental District No. 16 (the “District”), which the City has established in order to finance project costs related to industrial development within the District as permitted under Wis. Stats. Section 66.1105;

WHEREAS, the Developer plans to construct improvements on the Property as generally described on Exhibit C and more specifically described in the Development Agreement and the Conditional Use Permit (as defined below) (the “Developer’s Improvements”), and Developer plans to construct improvements on Lot 1 (the “Lot 1 Improvements”), which are to be leased to the Tenant, which improvements are generally described on Exhibit C-1 and more specifically described in the Development Agreement and the Conditional Use Permit (the Developer Improvements and the Lot 1 Improvements are sometimes collectively referred to as the “Improvements”);

WHEREAS, the Improvements will serve the purpose of promoting industrial development;

WHEREAS, the Developer would not undertake the Development, and Developer would not undertake the lease or construct the Improvements on Lot 1 without the availability of tax increment financing to fund a portion of the costs of the Developer’s Improvements on Lot 1 (the “Lot 1 Project Costs”), as provided below; and

WHEREAS, the Developer and City are also entering into a development agreement with the Kenosha Water Utility with respect to the Improvements (the “Development Agreement”) on or about the Effective Date and the Improvements are to be constructed in accordance with a Conditional Use Permit to be approved by the City (the “Conditional Use Permit”);

NOW, THEREFORE, the City, the Developer and the Tenant, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

The Developer makes the following representations and warranties, as of the Effective Date, which the City may rely upon in entering into this and all other agreements with Developer and in executing this Agreement and performing its obligations hereunder:

KTR WIS III LLC is a duly formed and existing limited liability company in good standing under the laws of the State of Delaware.

Developer is the fee owner of Lot 1 and is a party to the lease with the Tenant.

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

Subject to the terms of this Agreement, as of the Effective Date, the Developer has sufficient available funds and resources to enable the Developer to complete the Developer's Improvements and Lot 1 Improvements, and to carry out Developer's other obligations under this Agreement. Upon the request of the City, the Developer agrees to make available for inspection evidence of its financial resources reasonably sufficient to demonstrate its ability to complete the Improvements, by the City's private financial advisor. The Developer shall promptly notify the City of any material adverse change in its financial condition that is reasonably likely to adversely affect the ability of the Developer to satisfy its obligations under this Agreement. The City agrees to use reasonable safeguards to maintain the confidentiality of any financial or confidential information of Developer and/or Tenant to the maximum extent permitted under applicable law, to provide prompt written notice (in any event within 3 business days) to Developer and Tenant of any public records, freedom of information or similar requests seeking information related to the Developer, the Tenant and/or the Improvements (a "FOIA Request") and to consult with Developer and Tenant prior to responding to any FOIA Request. The final decision regarding the disclosure of any information in response to a FOIA Request shall be made at the reasonable discretion of the City Attorney.

2. 1A. REPRESENTATIONS AND WARRANTIES OF THE TENANT.

The Tenant makes the following representations and warranties, as of the Effective Date, which the City may rely upon in entering into this and all other agreements with Tenant and in executing this Agreement and performing its obligations hereunder:

(a) Amazon.com.dedc LLC is a duly formed and existing limited liability company in good standing under the laws of the State of Delaware.

(b) The Tenant is a party to the lease with the Developer pursuant to which it leases the Lot 1 Development from the Developer.

(c) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Tenant, and no other or further acts or proceedings of Tenant are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Tenant and constitute the legal, valid and binding agreement and obligation of the Tenant, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, generally, and by general equitable principles.

(d) There are no lawsuits filed or pending, or to the knowledge of Tenant, threatened against Tenant that may in any way jeopardize or materially and adversely affect the ability of the Tenant to perform its obligations hereunder.

3. CONSTRUCTION OF THE IMPROVEMENTS.

The Developer shall construct the Improvements on the Property in accordance with this Agreement. The Developer's Improvements and the Lot 1 Improvements shall comply in all material respects with all applicable municipal ordinances of the City, approved variances, and with any pertinent current provisions of the TIF District No. 16 Project Plan ("TIF Plan") (which is described on Exhibit D).

4. UNDERTAKINGS OF THE CITY.

Development Grant. To induce the Developer to construct the Improvements and the Tenant to locate its facility in the City, the City shall provide directly or indirectly to the Developer (according to written instruction by Tenant) a grant (the "Development Grant") in the amount of Seventeen Million Dollars (\$17,000,000). The Development Grant will be used to pay or reimburse the Developer for a portion of the cost of the Improvements, including, by way of example, the cost of construction materials or equipment. As a condition precedent to payment of any portion of the Development Grant, the Developer shall present copies of purchase orders or other documentation reasonably satisfactory to the City (the "Developer's Cost Documentation") showing that Developer has incurred obligations for construction materials, equipment and/or other tangible personal property at least equal to the portion of the Development Grant to be paid. The City shall make available to the Developer the portion of the Development Grant supported by the Developer's Cost Documentation, until the full amount of the Development Grant has been paid. Each payment of Development Grant money shall be made no later than ten (10) days after the later of (a) the date the Developer's Cost Documentation is filed with the City and (b) the date of issuance of the City's Notes (described in Section 3.2 below) or replacement financing approved by Tenant. The City will direct the payment of the Development Grant according to written instructions to be provided by Tenant.

City Financing. The City shall issue general obligation promissory notes (such notes, or any replacement debt obligation approved by Tenant as provided below are referred to herein as the "Notes") in an amount sufficient to fund the Development Grant, to pay the costs of issuance of the Notes, and to provide for the payments due on the Notes in the years 2013, 2014 and 2015. The Notes shall have a term of 10 years; shall be subject to redemption in whole or in part at the option

of the City on any date on or after the principal payment date on the Notes in the year 2017⁵; shall not have an annual rate of interest thereon in excess of 4.5000% per annum; and shall provide for interest-only payments in 2014 and 2015 and equal annual payments of principal and interest over the remainder of the 10-year term. The City agrees to issue the Notes no later than November 15, 2013. Subject to the provisions of Section 13 below and Section 4 (with respect to the payment of TIF Refunds), the City shall use all tax increment from the District, including general real property and personal property taxes (collectively “TIF Revenues”) (as well as any Shortfall Payments), to make principal and interest payments on the Notes until the Notes are retired. The column titled “Total P+I” on Exhibit E sets forth the estimated Debt Service payments on the Notes (the “City Debt Service Payments”), but the parties acknowledge and agree that the actual City Debt Service Payments shall be the actual scheduled payment amounts calculated in good faith by the City at the time the Notes are issued. The City agrees to amend Exhibit E upon the issuance of the Notes to reflect the actual City Debt Service Payments and thereafter from time to time in the event the City prepays Note principal, refinances the Notes at a lower interest rate or engages in any other transaction that reduces the amount of any City Debt Service Payment. The City acknowledges and agrees that after Exhibit E is amended to reflect the actual City Debt Service Payments upon the issuance of the Notes, Exhibit E may not be further amended to increase the amount of any City Debt Service Payment or the aggregate amount of all City Debt Service Payments and will provide prompt written notice to Developer and Tenant of any amendment to Exhibit E. In the event the City cannot, or does not expect to be able to, issue general obligation promissory notes in the aggregate amount, with an interest rate, or on the other terms set forth in this Section 3.2 (and on Exhibit E), the City agrees to use best efforts, after consulting with Tenant and receiving Tenant’s written approval, to issue replacement debt in a different aggregate amount, at a different interest rate and/or on other different terms and to take such other actions as are reasonably necessary to effect the intent of this Agreement.

5. SHORTFALL GUARANTY.

The parties anticipate that the TIF Revenues will be sufficient to enable the City to make the City Debt Service Payments. In the event the TIF Revenues are not sufficient to enable the City to make the City Debt Service Payments, Tenant shall make payments to the City on the following terms (each, a “Shortfall Payment”):

The Shortfall Payment (if any) with respect to a given year will be equal to the amount by which the City Debt Service Payment for such year exceeds the TIF Revenues to be collected in that year (such difference, the “Shortfall”), subject to the adjustments and limitations described herein. An initial estimate of the Shortfall Payment with respect to any year shall be calculated as of September 1 of the preceding calendar year, using for purposes of the calculation tax rates from the prior year. A final calculation shall be made after the actual tax rates are determined.

Tenant’s obligation to make Shortfall Payments is limited to the years 2016 through 2023 (the “Shortfall Payment Period”) (subject to earlier termination as described herein). The Shortfall Payments (if any) due with respect to each of those years shall be made in the preceding calendar year, as described in paragraph (e) below;

Tenant’s obligation to make Shortfall Payments terminates on the earlier of (1) the date when the District has generated TIF Revenues at least equal to the aggregate amount of the principal and interest due on the Notes to their final maturity or redemption date (calculated as of such date assuming prepayment in full of the Notes) or (2) the date when any Shortfall Payments due from Tenant to the City have been paid and the Notes have been paid in full and retired;

The Shortfall Payment for a given year (if any) will be reduced to the extent TIF Revenues from all prior years, in the aggregate, exceed City Debt Service Payments for all prior years, to the extent such excess TIF Revenues have not been previously applied as a prepayment to the Notes' principal; and

Tenant will pay to the City any Shortfall Payment in September of each year based on the initial estimate of the Shortfall Payment amount. Such payment shall be made within twenty (20) business days following receipt of written notice from the City identifying the estimated Shortfall Payment amount and providing supporting calculations and information. After the final calculation of the Shortfall Payment amount is made, the Tenant will pay any additional amount due from it within twenty (20) business days following written notice from the City identifying the actual Shortfall Payment amount. If the actual Shortfall Payment amount is less than the estimated Shortfall Payment amount, the City will refund the excess to the Tenant at the time it provides notice of the actual Shortfall Payment amount due.

Amazon.com, Inc., a Delaware corporation and parent of Tenant ("Amazon.com"), has agreed to guaranty the payment of any Shortfall Payments pursuant to the Limited Parent Guaranty attached hereto as Exhibit F (the "Shortfall Guaranty") in the event, for any reason, Tenant fails to make any Shortfall Payment. Tenant's obligation to make Shortfall Payments shall continue whether or not Developer and/or KTR commence and/or complete construction of the Improvements on the Property.

The City agrees to promptly refund (a "TIF Refund") to Tenant any Shortfall Payment paid by Tenant and/or Amazon.com to City to the extent the TIF Revenues generated during the Shortfall Payment Period and in the year immediately following the end of the Shortfall Payment Period exceed the aggregate amount of the City Debt Service Payments. Any such TIF Refund shall be paid after the TIF Revenues are collected by the City. The City agrees that payment to the Tenant of a TIF Refund will take priority over any prepayment by the City of principal or interest on the Notes, and that the City may not prepay the Notes until TIF Refunds have been paid by the City to Tenant to repay all Shortfall Payments previously made by Tenant and/or Amazon.com.

Example A:

If TIF Revenues to be collected in 2016 are \$2,000,000 and the City Debt Service Payment for 2016 is \$2,500,000, the Shortfall Payment due in 2015 would be \$500,000. If TIF Revenues collected in 2017 are \$2,900,000 and the City Debt Service Payment for 2017 is \$2,500,000, there would be no Shortfall Payment in 2016 and the TIF Refund would be \$400,000.

Example B:

If TIF Revenues to be collected in 2016 are \$4,000,000 and the City Debt Service Payment in 2016 is \$3,000,000 there would be no Shortfall Payment due in 2015. If TIF Revenues to be collected in 2017 are \$1,700,000 and the City Debt Service Payment in 2017 is \$3,000,000, the Shortfall Payment due in 2016 would be \$300,000 (which is equal to the Shortfall for 2017 reduced by the amount that the TIF Revenues collected in 2016 exceeded the City Debt Service Payment for 2016), assuming that the excess TIF Revenues collected in 2016 were not applied to redeem Notes.

6. CONDITIONS OF THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT.

Notwithstanding anything to the contrary contained in this Agreement, as a condition precedent to payment of the Development Grant under this Agreement, all of the following shall occur:

All representations and warranties of the Developer and the Tenant set forth in this Agreement shall at all times be true, complete and correct in all material respects, except for such representations and warranties that are made as of a certain date, which shall be true, complete and correct in all material respects as of such date;

No Event of Default has occurred;

The City or its financial advisor (i) has been provided with information as to the identity of the members of the Developer, as well as the financial statements of those members; (ii) has reviewed funding sources of the Developer and documents evidencing those funding sources reasonably sufficient to demonstrate Developer's capacity to complete the Improvements; and (iii) has reasonably determined that there is no material adverse change in the financial condition of the Developer that is reasonably likely to impair the ability of the Developer to perform its obligations under this Agreement;

Prior to receipt of any portion of the Development Grant, KTR Property Trust III ("KTR"), the parent company of the Developer, shall provide an Agreement of Guaranty in the form attached hereto as Exhibit G (the "Completion Guaranty"). Pursuant to the Completion Guaranty, KTR agrees to guaranty the completion of the Improvements on or prior to December 31, 2016. If an Event of Default by Developer occurs under Section 6(a)(1) below, after the City has paid some or all of the Development Grant, the City may enforce the Completion Guaranty as the City's sole and exclusive remedy in the Event of Default under Section 6(a)(1) below. Furthermore, the City shall not have the right to enforce the Completion Guaranty in the event this Agreement is terminated under Section 8 below.

Prior to receipt of any portion of the Development Grant, Amazon.com shall provide to the City the Shortfall Guaranty.

7. DEFAULT/REMEDIES.

Events of Default. An "Event of Default" is any of the following:

A failure by the Developer to cause construction of the Improvements, or any material part thereof on or before December 31, 2016; provided, however, that the City must provide the Developer and Tenant with written notice of any such failure describing the purported failure in reasonable detail and permit the Developer a reasonable period of time to cure such failure (in no event less than 30 days) before any such failure will constitute an Event of Default (and in the event Developer fails to cure, Tenant shall have a secondary right to cure under Section 7);

A failure to make any Shortfall Payment when and as due to the City;

The Developer, KTR, the Tenant or Amazon.com becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within 90 days; or

The dissolution or liquidation of the Developer, KTR, the Tenant or Amazon.com, or the commencement of any proceedings therefor, which are not dismissed within 90 days.

The occurrence of any default or any Event of Default under the Shortfall Guaranty and/or the Completion Guaranty.

Remedies on Default. Whenever an Event of Default occurs and is continuing, the City may take any one or more of the following actions without waiving any rights or remedies available to it:

Immediately suspend its performance under this Agreement, from the time beginning when the City delivers notice of a purported Event of Default to the Developer and Tenant and ending when

the City receives assurances from the Developer and/or Tenant reasonably deemed adequate by the City, that the Developer and/or Tenant has cured or will cure the purported event, condition, act or omission;

Commence legal or administrative action, in law or in equity, which are reasonably necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer and/or Tenant under this Agreement, which is the basis for an Event of Default;

Upon the occurrence of an Event of Default under Section 6(a)(1), enforce the Completion Guaranty pursuant to Section 5(d) of this Agreement, which shall be the sole and exclusive remedy of the City for an Event of Default under Section 6(a)(1); and

Upon the occurrence of an Event of Default under Section 6(a)(2), enforce the Shortfall Guaranty pursuant to Section 4 of this Agreement, which shall be the sole and exclusive remedy of the City for an Event of Default under Section 6(a)(2), provided that Amazon.com fully performs its obligations under the Shortfall Guaranty and pays the amount of any Shortfall Payment.

Remedies. Other than with respect to an Event of Default under Section 6(a)(1), for which the sole and exclusive remedy is to enforce the Completion Guaranty, or an Event of Default under Section 6(a)(2) for which the sole and exclusive remedy is to enforce the Shortfall Guaranty as described in and subject to the conditions set forth in 6(b)(3) and 6(b)(4) above, no remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. Except as noted above, any party may pursue any one or more of its remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Notwithstanding anything to the contrary, the parties acknowledge and agree that no party shall be entitled to recover more than once for the same damages or losses.

No Implied Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Miscellaneous. Except as provided for in this Section 6, no failure to perform or other breach of this Agreement constitutes an Event of Default.

8. TENANT RIGHT TO CURE AND PERFORM.

9. The City and Developer agree that in the event Developer and/or KTR fails to perform any obligation or observe any condition or agreement under this Agreement or in the event of any default by Developer and/or KTR, or any Event of Default by Developer and/or KTR, Tenant (or its designee) shall have the right (but not the obligation) to perform in place of Developer and/or KTR and to cure such default, failure or Event of Default within sixty (60) days following receipt of notice by Tenant from the City; City shall not take any action with respect to such default, failure or Event of Default, including, without limitation, any action intended to terminate, rescind or avoid this Agreement, for such period of sixty (60) days after receipt of such written notice by Tenant.

10. TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date of this Agreement set forth above and shall end on the date when all of the following are true: (a) the City's Notes have been

paid and retired, (b) any Shortfall Payments owed to the City by Tenant have been paid and (c) any TIF Refunds owed to Tenant have been made; provided that the Agreement may be terminated at the option of the City, without creating any cause of action against the City, if the City is unable to issue the City's Notes and has determined that it cannot obtain replacement financing on terms acceptable to Tenant after exercising its best efforts to do so as required under Section 3.1. ~~If the City elects to exercise its remedy upon an Event of Default under Section 6(a)(1), the Developer shall have the right to terminate this Agreement without creating any cause of action against the Developer, KTR, Tenant, or Amazon.com except as set forth in the Shortfall Guaranty.~~ The parties' confidentiality obligations and the rights and obligations contained in Section 13 shall survive any termination of this Agreement.

11. [RESERVED]

12. ASSIGNMENT OF AGREEMENT.

Except as otherwise provided for herein, this Agreement may not be assigned by the Developer or the Tenant without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may assign this Agreement to any wholly owned subsidiary or affiliate of Amazon.com without the prior written consent of the City or Developer. After construction of the Lot 1 Improvements is substantially complete and for so long as Tenant leases the structure(s) on Lot 1, the City shall not withhold consent to assignment by the Developer to any party unless it can demonstrate with reasonable certainty that the proposed assignee is not financially sound. Any assignment of the Developer's obligations permitted by this Section will release KTR WIS III LLC from performance of its obligations under this Agreement. Notwithstanding the foregoing, Developer may assign this Agreement to one or more wholly owned subsidiary or affiliate of Developer so long as Developer remains obligated to perform under this Agreement. The City may not assign its rights or obligations under this Agreement without the prior written consent of the Developer and Tenant, which consent shall not be unreasonably withheld.

13. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the successors and assigns of the Developer and Tenant.

14. MISCELLANEOUS.

Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

Developer:	KTR WIS III LLC Five Tower Bridge 300 Barr Harbor Drive, Suite 150 Conshohocken, PA 19428 Attn: Jeffrey Zyglar jzygler@ktrcapital.com Facsimile: 212-710-5061
------------	---

With a copy to:

Barack Ferrazzano Kirschbaum &
Nagelberg LLP
Suite 3900
200 West Madison Avenue
Chicago, Illinois 60606
Attn: Mark J. Beaubien
Fax: (312) 984-3150
Email: mark.beaubien@bfkn.com

City: City of Kenosha
ATTN: Director of Finance
625 - 52nd Street Kenosha, WI 53140

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140
Facsimile: (262) 653-4176
Email: webcityattorney@kenosha.org

Tenant: Amazon.com.dedc LLC
410 Terry Avenue North
Seattle, WA 98109
Attn: Director Economic
Development
Email: mggrella@amazon.com

With copies to:

Attn: General Counsel
410 Terry Avenue North
Seattle, WA 98109
Fax: (206) 266-7010
Email: contracts-legal@amazon.com

Attn: Corporate Counsel, Economic
Development
410 Terry Avenue North
Seattle, WA 98109
Fax: (206) 266-7010
Email: adamandr@amazon.com

Any party may, by written notice to the other party, designate a change for notice purposes.

No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement, nor shall it be deemed or constitute a waiver of any subsequent default or defaults of the same type.

No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer or the Tenant to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Property or the Improvements as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

Governing Law. This Agreement concerns real property located in the State of Wisconsin, and shall be interpreted and construed according to the laws of the State of Wisconsin.

Captions. The captions in this Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

Third-Party Beneficiaries. The City, Tenant and Developer intend and agree that Amazon.com and KTR are third-party beneficiaries under this Agreement. Other than with respect to Amazon.com and KTR, this Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns and is not intended to and does not create any right in any third party.

Amendment. Except as set forth in Section 3.2 with respect to Exhibit E, this Agreement may only be amended in a writing signed by the City, Tenant and Developer. The City agrees to provide advance written notice to the Developer and the Tenant of no less than 60 days prior to amending the TIF Plan.

Authority. The parties represent that the execution of this Agreement has been properly authorized and that the persons signing this Agreement have been properly authorized to sign this Agreement on behalf of the parties.

Independent Contractors. Each of the City, Tenant and Developer is entering into this Agreement on its own behalf and not as agent of the other, and this Agreement shall not be construed to create a partnership or joint venture between the parties, each of which is an independent contractor for the purposes of this Agreement.

Good Faith. Each of the parties hereto shall be subject to the duty of good faith and fair dealings in the implementation, execution and performance of the terms of this Agreement.

Agreement to Pay Attorneys' Fees and Expenses. In the event that a party or third-party beneficiary incurs attorney's fees, court costs and/or other expenses in connection with enforcing the performance or observance of any obligation under this Agreement, the prevailing party shall be reimbursed reasonable attorney's fees, court costs and other reasonable expenses incurred by such prevailing party.

Exhibits. All exhibits referenced herein are incorporated herein by reference.

15. LOT 2. The City agrees to negotiate in good faith with the Developer and Tenant, if Tenant is the proposed user of Lot 2, to provide additional tax increment financing to induce future development within the District boundaries that would be incremental to the Development

addressed by this Agreement. The City intends and expects that the amount of any additional economic incentives for future project(s) will be determined using a process similar to the process used by the City to determine the amount of the Development Grant contained herein. The City's agreement to so negotiate assumes that any such additional future development would occur within five years of the establishment of the District, that the proposed development of Lot 2 would be subject to similar terms as the development of Lot 1, and that the value of any such incentives would be at least proportionate to the incremental value of the development for Lot 2 (as calculated for Lot 1). All terms, conditions and future agreements regarding additional development within the District are subject to the approval of the Joint Review Board for the District and the City of Kenosha Common Council.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF KENOSHA

By: _____
Keith G. Bosman, Mayor

By: _____
Debra Salas, City Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2013 the above-named Keith G. Bosman and Debra Salas to me known to be the Mayor and City Clerk of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

_____, Notary Public,
Kenosha County, Wisconsin
Commission: _____

**EXHIBIT A
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Property

The “Property” shall be defined as follows:

All of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds of Kenosha County, Wisconsin on _____, 2013, in Reel __, Image ____, as Document No. _____, and being a part of the Southwest Quarter and Southeast Quarter of Section 19, and the Northwest Quarter and Northeast Quarter of Section 30, all in Town 2 North, Range 22 East, in the City of Kenosha, Kenosha County, Wisconsin, less and excepting any part thereof which has been dedicated to the City of Kenosha for street purposes (the “CSM”).

“Lot 1” shall be described as:

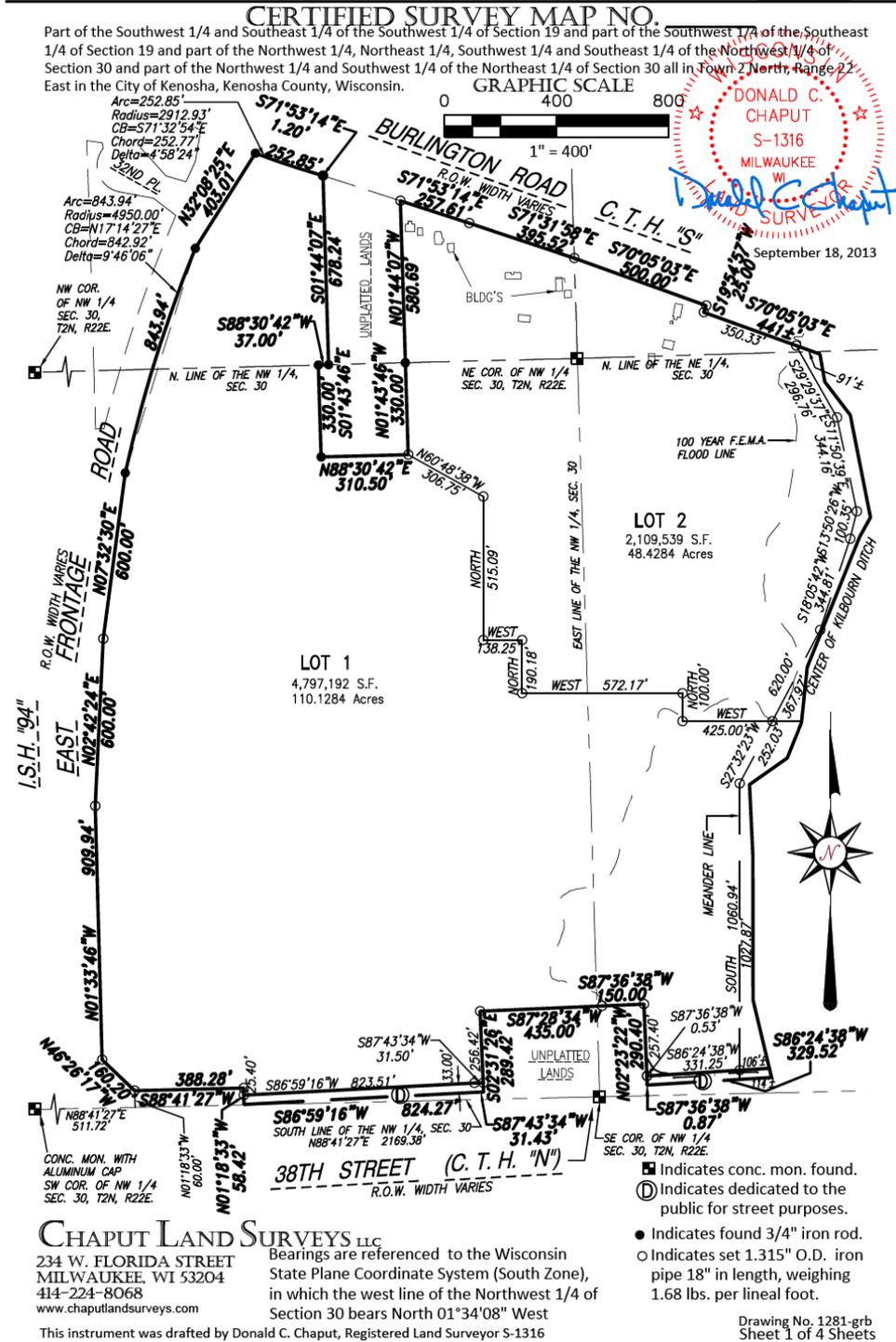
Lot 1 of the CSM.

“Lot 2” shall be described as:

Lot 2 of the CSM.

EXHIBIT A-1 TO DEVELOPMENT GRANT AGREEMENT

Proposed Certified Survey Map



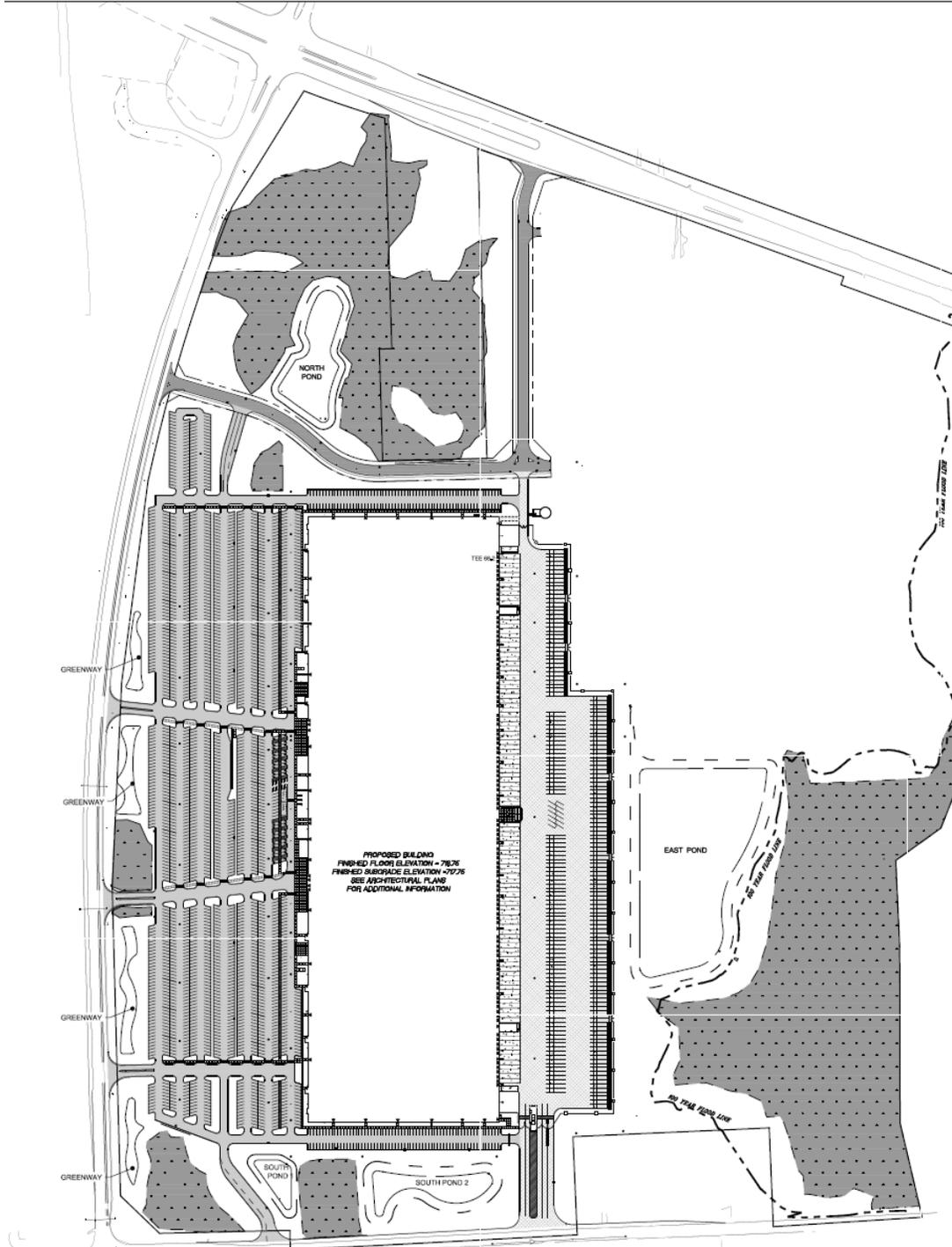
**EXHIBIT B
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Development

An industrial business park containing two warehouse/distribution buildings totaling approximately 1.6 million square feet and the associated site improvements.

**EXHIBIT B-1
TO
DEVELOPMENT GRANT AGREEMENT**

Depiction of Lot 1 Development



**EXHIBIT C
TO
DEVELOPMENT GRANT AGREEMENT**

Developer's Improvements

The construction of an approximately 1 million square foot warehouse building and associated improvements as approved by the City of Kenosha Plan Commission on September 19, 2013.

**EXHIBIT D
TO
DEVELOPMENT GRANT AGREEMENT**

TIF Plan

The Project Plan for Tax Incremental District No. 16, adopted by the City of Kenosha on September 16, 2013, and approved by the Joint Review Board on September 25, 2013, which is on file in the office of the City Clerk and is incorporated herein by reference.

**EXHIBIT E
TO
DEVELOPMENT GRANT AGREEMENT**

City Debt Service Payments

City of Kenosha, WI

\$18,200,000.00 Taxable G.O. Promissory Notes - Dated 11/01/13

TID No. 16

Preliminary Estimate

Debt Service Schedule – Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2013	-	-	-	-
2014	-	-	528,458.33	528,458.33
2015	-	-	634,150.00	634,150.00
2016	2,055,000.00	1.750%	634,150.00	2,689,150.00
2017	2,095,000.00	2.600%	598,187.50	2,693,187.50
2018	2,150,000.00	2.950%	543,717.50	2,693,717.50
2019	2,210,000.00	3.300%	480,292.50	2,690,292.50
2020	2,285,000.00	3.700%	407,362.50	2,692,362.50
2021	2,370,000.00	4.000%	322,817.50	2,692,817.50
2022	2,465,000.00	4.350%	228,017.50	2,693,017.50
2023	2,570,000.00	4.700%	120,790.00	2,690,790.00
-\$18,200,000.00-\$4,			497,943.33	\$22,697,943.33

Yield Statistics

Bond Year Dollars	\$118,361.67
Average Life	6.503 Years
Average Coupon	3.8001690%
Net Interest Cost (NIC)	4.0154414%
True Interest Cost (TIC)	4.0151500%
Bond Yield for Arbitrage Purposes	3.7669831%
All Inclusive Cost (AIC)	4.0722689%

IRS Form 8038

Net Interest Cost	3.8001690%
Weighted Average Maturity	6.503 Years

2013 - \$18M Taxable Bonds | SINGLE PURPOSE | 9/10/2013 | 2:12 PM

**Piper Jaffray & Co.
Wisconsin Public Finance**

**EXHIBIT F
TO
DEVELOPMENT GRANT AGREEMENT**

Shortfall Guaranty

LIMITED PARENT GUARANTY

This Limited Parent Guaranty (“**Guaranty**”), effective _____, 2013, is made by Amazon.com, Inc. (“**Amazon.com**”) to and for the benefit of THE CITY OF KENOSHA, WISCONSIN (“**Beneficiary**”).

Recitals

- A. Amazon.com.dedc LLC, a Delaware limited liability company, a directly or indirectly wholly owned subsidiary of Amazon.com (“**Subsidiary**”), and KTR WIS III LLC, a Delaware limited liability company (“**Landlord**”) are parties to that certain Lease Agreement (Kenosha County, Wisconsin), of approximately an even date herewith (the “**Lease**”) pursuant to which Landlord has agreed to construct the Improvements (as defined in the Grant Agreement defined below) and Subsidiary has agreed to lease such Improvements on and subject to the terms herein set forth in the Lease.
- C. Landlord and Beneficiary are parties to that certain Development Grant Agreement (Tax Incremental District No. 16) attached hereto as **Exhibit A** (the “**Grant Agreement**”) pursuant to which the City agreed to provide a grant of \$17,000,000, which will be used to fund a portion of the cost of the Improvements. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Grant Agreement.
- D. In order to be assured of payment of the Shortfall Amount under the Grant Agreement, Beneficiary desires that Amazon.com guaranty the payment of certain payment obligations as set forth herein.
- E. Terms capitalized herein and not otherwise defined herein shall have the same meaning as such terms have in the Grant Agreement.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Grant Agreement, Amazon.com agrees as follows.

1. Upon the failure by Subsidiary to timely make any Shortfall Payment under the Grant Agreement, Amazon.com unconditionally and absolutely guarantees to Beneficiary the payment of any Shortfall Payments. By its execution hereof, Beneficiary agrees that all TIF Refunds of Shortfall Payments made by Guarantor shall be paid to Subsidiary.

2. Amazon.com shall perform all payment obligations related to Shortfall Payments under this Guaranty strictly in accordance with the terms and conditions of the Grant Agreement.
3. Amazon.com waives (a) presentment and demand for payment of any Shortfall Payment, (b) protest and notice of dishonor or default to Landlord under the Grant Agreement; (c) notice of acceptance of this Guaranty; (d) any right to require Beneficiary to proceed under any other remedy Beneficiary may have before proceeding against Amazon.com; and (e) subject to Section 8 below, all defenses of a surety to which it may be entitled by statute or otherwise, other than any applicable statute of limitations.
4. This Guaranty is an absolute and unconditional guaranty of payment and not of collection. Amazon.com agrees that it is not necessary for Beneficiary, in order to enforce this Guaranty, to institute suit or exhaust its legal remedies against Landlord or Subsidiary. It is also understood and agreed by Guarantor that Guarantor shall be liable under the terms and conditions of this Guaranty if for any reason the Improvements are not completed. It is also understood and agreed by Guarantor that payment or performance by KTR under the Completion Guaranty does not satisfy or discharge the obligations of the Guarantor under this Guaranty.
5. This Guaranty is governed as to its validity, construction and performance by the laws of the State of Wisconsin, without regard to its conflict of law provisions.
6. Amazon.com agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until the obligation to make Shortfall Payments under the Grant Agreement terminates.
7. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.
8. Amazon.com has all rights and defenses that may exist under the Grant Agreement with respect to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against Landlord or Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about Landlord or Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of Landlord or Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary or Landlord.

9. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested).

Notices to Amazon.com will be delivered at the following addresses:

Mail

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. Real Estate Manager

Courier

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn. Real Estate Manager

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn. General Counsel: Real Estate

With a copy to:

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn. General Counsel: Real Estate

Notices to Beneficiary will be delivered at the following address:

City of Kenosha
Attn: Director of Finance
625 52nd Street
Kenosha, Wisconsin 53140

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140
Facsimile: (262) 653-4176
Email: webcityattorney@kenosha.org

Amazon.com or Beneficiary may from time to time change such address by giving Beneficiary or Amazon.com notice of such change in accordance with this Section 9.

10. Amazon.com shall, from time to time within twenty (20) days after receipt of Beneficiary's request, execute and deliver to Beneficiary a statement certifying that Beneficiary has not released Amazon.com from its obligations under this Guaranty, which statement may be relied upon by any prospective purchaser, landlord or lender of the Premises or Beneficiary. Amazon.com's certifications are, however, made solely to estop Amazon.com from asserting to Beneficiary or a prospective purchaser, landlord or lender of Beneficiary facts or claims contrary to those stated; such statement does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect except as an estoppel to the extent specified above.

11. It is specifically agreed by Amazon.com that the Grant Agreement may be (i) modified, from time to time, by an agreement between Beneficiary, Subsidiary and Landlord and (ii) assigned by Beneficiary or any assignee of Beneficiary without in the case of either or both of (i) and (ii), consent or notice to Amazon.com. Beneficiary may grant Landlord or Subsidiary any extension of time or forbearance or any waiver under the Grant Agreement or may change or modify the Grant Agreement all without affecting Guarantor's liability under this Guaranty. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns and shall not be deemed waived or modified unless agreed to, in writing, by Beneficiary.

[Signature Page to Follow]

AMAZON.COM, INC.

By: _____
Printed Name: _____

Its: _____
Date Signed: _____

ACKNOWLEDGED AND AGREED:

CITY OF KENOSHA

By: _____
Printed Name: _____

Its: _____
Date Signed: _____

**EXHIBIT G
TO
DEVELOPMENT GRANT AGREEMENT**

Completion Guaranty

**AGREEMENT OF GUARANTY
(Kenosha County, Wisconsin)**

This AGREEMENT OF GUARANTY (“**Guaranty**”), dated for reference purposes _____, 2013, is made by KTR PROPERTY TRUST III, a Maryland real estate investment trust (“**Guarantor**”), to and for the benefit of THE CITY OF KENOSHA, WISCONSIN (“**Beneficiary**”).

Recitals

- A. (I) KTR WIS III LLC, a Delaware limited liability company (the “**Developer**”), an affiliate of Guarantor, KTR WIS IV LLC and Beneficiary are parties to that certain Development Agreement (the “**Development Agreement**”), of even date herewith, relating to the development and construction by the Developer of certain improvements on approximately 158.52 acres of real estate located in the City of Kenosha and legally described on **Exhibit A** attached hereto (the “**Property**”); and (II) Developer and Beneficiary are parties to that certain Development Grant Agreement (Tax Incremental District No. 16) of event date herewith (the “**Grant Agreement**”) pursuant to which the City has agreed to make a Development Grant of \$17,000,000. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Grant Agreement.
- B. Beneficiary is unwilling to enter into the Grant Agreement or the Development Agreement (collectively, the “**Contract**”) unless Guarantor guaranties to Beneficiary the completion of the Improvements on or prior to December 31, 2016.
- C. Guarantor, as an affiliate of Developer, will derive direct or indirect benefits from Developer entering into the Contract.
- D. Terms capitalized herein and not otherwise defined herein shall have the same meaning as such terms have in the Grant Agreement.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Grant Agreement and the Development Agreement, Guarantor agrees as follows.

- 1. Guarantor unconditionally and absolutely guarantees to Beneficiary the full and prompt completion of the Improvements on or prior to December 31, 2016, and in accordance with the terms of the Contract. Notwithstanding anything contained herein to the contrary, Guarantor’s maximum, aggregate liability hereunder shall be limited to \$17,000,000 and in

no event shall Guarantor be liable to the Beneficiary for any amount in excess of \$17,000,000.

2. Guarantor waives (a) presentment and demand for performance of any obligation of Developer guaranteed hereby; (b) protest and notice of dishonor or default to which Guarantor might otherwise be entitled under a guaranty; (c) notice of acceptance of this Guaranty; (d) any right to require Beneficiary to proceed under any other remedy Beneficiary may have before proceeding against Guarantor or Landlord; and (e) subject to Section 7 below, all defenses of a surety to which it may be entitled by statute or otherwise, other than any applicable statute of limitations.
3. This Guaranty is an absolute and unconditional guaranty of payment and performance and not of collection. Guarantor agrees that it is not necessary for Beneficiary, in order to enforce this Guaranty, to institute suit or exhaust its legal remedies against Developer; but the sole condition precedent to enforcement of the obligations of Guarantor hereunder is that Developer has not completed the Improvements as required herein on or prior to December 31, 2016.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the state in which the Property is located, without regard to its conflict of law provisions.
5. Guarantor agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until the Improvements have been completed.
6. This Guaranty is binding upon and inures to the benefit of Guarantor and Beneficiary and their respective successors and assigns; provided, however, that Guarantor shall not assign its rights or delegate its obligations under this Guaranty.
7. Guarantor has all rights and defenses that Developer may have to any payment or performance obligation, except that the liability of Guarantor is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against Developer for reimbursement; (b) any duty on the part of Beneficiary to disclose to Guarantor any facts Beneficiary may know about Developer, it being agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Developer and of all circumstances bearing on the risk of non-payment or non-performance of the Contract obligations; (c) any defense arising from the bankruptcy or insolvency of Landlord; or (d) any assignment by Developer of the Contract or the transfer by Landlord of the Property.
8. All notices hereunder will be given in writing, will refer to this Guaranty, and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested).

Notices to Beneficiary will be delivered at the following address:

City of Kenosha
Attn: Director of Finance
625 52nd Street
Kenosha, Wisconsin 53140

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140
Facsimile: (262) 653-4176
Email: webcityattorney@kenosha.org

Notices to Guarantor will be delivered at the following addresses:

KTR Property Trust III
c/o KTR Capital Partners, LLC
Five Tower Bridge
300 Barr Harbor Drive, Suite 150
Conshohocken, PA 19428
Attn: A. Donald Chase, Jr.
Fax: (484) 530-1888
E-Mail: DChase@ktrcapital.com

With a copy to:

Barack Ferrazzano Kirschbaum & Nagelberg LLP
200 West Madison Street, Suite 3900
Chicago, Illinois 60606
Attn: Mark J. Beaubien
Fax: (312) 984-3150
E-Mail: mark.beaubien@bfkn.com

Either party may from time to time change such address by giving to the other party notice of such change in accordance with this Section 8.

9. All of the terms and provisions of this Guaranty are recourse obligations of Guarantor and are not restricted by any limitation on personal liability in the Contract or otherwise.
10. It is specifically agreed by Guarantor that the Contract may be (i) modified, from time to time, by an agreement between Beneficiary and Developer and (ii) assigned by Beneficiary or any assignee of Beneficiary without in the case of either or both of (i) and (ii), consent or notice to Guarantor.

11. This Guaranty is binding upon and inures to the benefit of Guarantor and Beneficiary and their respective successors and assigns and shall not be deemed waived or modified unless agreed to, in writing, by Beneficiary.
12. This Guaranty shall automatically terminate upon the earlier of (a) the completion of the Improvements, or (b) the City's Notes have been paid and retired.

[Signature Page to Follow]

GUARANTOR:

KTR PROPERTY TRUST III, a Maryland real estate investment trust

By: _____

Printed Name: _____

Its: _____

Date Signed: _____

Resolution No. _____

By: the Mayor

INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$18,200,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICT NO. 16; PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, taxable general obligation promissory notes (the "Notes") in an amount not to exceed \$18,200,000 for the public purpose of financing a development grant and other project costs of the City's Tax Incremental District No. 16; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 7th day of October, 2013.

Attest: _____, City Clerk
Debra Salas

Approved: _____, Mayor
Keith G. Bosman

Dated: October 7, 2013

Planning & Zoning Division 625 52nd Street Kenosha, WI 53140 262.653.4030	Kenosha City Plan Commission FACT SHEET	September 30, 2013	Item 1
By the City Plan Commission - To Adopt a Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, Under Section 66.1105 (4)(h)1., Wisconsin Statutes. (Kenall) (District #16) PUBLIC HEARING			

LOCATION/SURROUNDINGS:

Site: Area generally bounded by 52nd Street on the north, 99th Avenue on the east, 60th Street on the south and 104th Avenue on the west.

NOTIFICATIONS/PROCEDURES:

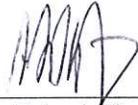
The alderman of the district, Alderman Downing, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

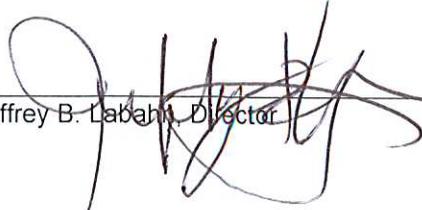
- The Project Plan Amendment is to add \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs.
- The Amendment does not involve an Amendment to the TID #8 boundaries as shown in the boundary description.
- The estimated cost of the up-front cash development grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.
- The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

RECOMMENDATION:

A recommendation is made to approve the City Plan Commission Resolution adopting the Project Plan Amendment for TID #8.



 A. Zohrab Khaligian, Development Specialist
 /u2/acct/cp/ckays/1CPC/2013/SEP30/fact-cpcesol-tid8.odt



 Jeffrey B. Labahn, Director

CITY PLAN COMMISSION RESOLUTION # __ -13

BY: THE CITY PLAN COMMISSION

TO ADOPT A PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #8, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on September 30, 2013, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs as described in and attached hereto as Exhibit "A"; and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, the purpose of the Development Grant is to assist in the construction of a lighting manufacturing facility and headquarters which will serve the purpose of promoting industrial development in TID #8; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin.

NOW THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts the Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopts this Project Plan Amendment.

Adopted this _____ day of _____, 2013

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE:

Keith G. Bosman, Chairman of City Plan Commission

Drafted by: Department of Community Development & Inspections

/u2/acct/cp/ckays/3KHALIGIAN/TIDS/TID8/AMEND-ADD4360/PLAN/resol-cpc-amd-tid8.odt

EXHIBIT "A"

AMENDMENT DESCRIPTION

TAX INCREMENTAL DISTRICT #8

The Project Plan Amendment is to add \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

The estimated cost of the up-front cash development grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.

The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a development grant agreement and any other activities associated with the Amendment.

EXHIBIT "B"

BOUNDARY DESCRIPTION

TAX INCREMENTAL DISTRICT #8

Part of the Southwest Quarter of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).

City of Kenosha, Wisconsin

**Proposed
Project Plan Amendment for Tax Incremental District #8**

For Consideration by the Common Council on October 7, 2013

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GOALS OF THE KENOSHA TID PROGRAM

The City of Kenosha Tax Incremental District Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION # __ -13

BY: THE CITY PLAN COMMISSION

**TO ADOPT A PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #8, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a Project Plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on September 30, 2013, at a duly authorized, noticed and convened meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$4,360,000 for an up-front cash Development Grant and additional public administrative, legal and other costs as described in and attached hereto as Exhibit "A"; and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, the purpose of the Development Grant is to assist in the construction of a lighting manufacturing facility and headquarters which will serve the purpose of promoting industrial development in TID #8; and

WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin.

NOW THEREFORE, BE IT RESOLVED by the City Plan Commission that it:

1. Finds the Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts the Project Plan Amendment for Tax Incremental District #8, City of Kenosha, Wisconsin, as described in and attached hereto as Exhibit "A".
3. Recommends that the Common Council of the City of Kenosha also adopts this Project Plan Amendment.

Adopted this _____ day of _____, 2013

ATTEST: _____
Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVE: _____
Keith G. Bosman, Chairman of City Plan Commission

Drafted by: Department of Community Development & Inspections

/u2/acct/cp/ckays/3KHALIGIAN/TIDS/TID8/AMEND-ADD4360/PLAN/ProjectPlan-Amd-092513.odt

EXHIBIT "A"

PROJECT PLAN AMENDMENT DESCRIPTION

TAX INCREMENTAL DISTRICT #8

The Project Plan Amendment is to add \$4,360,000 for an up-front cash Development Grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

The estimated cost of the up-front cash Development Grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.

The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

EXHIBIT "B"

BOUNDARY DESCRIPTION

TAX INCREMENTAL DISTRICT #8

Part of the Southwest Quarter of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).

RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #8 , CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES**

WHEREAS, Section 66.1105 of the Wisconsin Statutes, provides the authority and procedures for amending a project plan for a Tax Incremental District (TID); and

WHEREAS, the City Plan Commission on September 30, 2013, at a duly authorized, noticed and convened special meeting under Section 66.1105(4)(h)1., Wisconsin Statutes, held a public hearing which afforded interested parties a reasonable opportunity to express their views on the Project Plan Amendment for TID#8, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment involves adding \$4,360,000 for an up-front cash development grant and additional public administrative, legal and other costs, as described in and attached hereto as Exhibit "A" and does not involve an Amendment to the boundaries of TID #8 as shown in Exhibit "B"; and

WHEREAS, at said meeting, the City Plan Commission, under Section 66.1105(4)(h)1., Wisconsin Statutes, found the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, adopted the Project Plan Amendment, and favorably recommended that the Common Council of the City of Kenosha adopt the Project Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that it:

1. Finds the Project Plan Amendment for TID #8 City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Deems the Project Plan Amendment to promote industrial development in the City of Kenosha, to be in the public interest and for a proper public purpose; and,
3. Finds that the improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District; and,
4. Confirms that not less than 50% by area of the real property within the District is suitable for "industrial uses" within the meaning of Section 66.1101, Wisconsin Statutes, and has been zoned for industrial uses; and,
5. Finds that the project costs directly serve to promote industrial development within the District consistent with the purpose for which the Tax Incremental District was created; and,
6. Confirms that the real property within the District that has been found suitable for industrial sites, has been zoned for industrial use and will remain zoned for industrial use for the life of the tax incremental district; and,
7. Confirms that the District is an industrial district.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, adopts the Project Plan Amendment for TID #8, City of Kenosha, Wisconsin, as recommended by the City Plan Commission and as described in and attached hereto as Exhibit "A".

Adopted this ____ day of _____, 2013

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By: Department of Community Development & Inspections

EXHIBIT "A"

PROJECT PLAN AMENDMENT DESCRIPTION

TAX INCREMENTAL DISTRICT #8

The Project Plan Amendment is to add \$4,360,000 for an up-front cash Development Grant and additional public administrative, legal and other costs. The Amendment does not involve an Amendment to the TID #8 boundaries as shown in Exhibit "B".

The estimated cost of the up-front cash Development Grant is \$4,000,000 and will assist in the construction of a 350,000 s.f. lighting manufacturing facility and headquarters that will create approximately 300 new jobs at an average salary of \$65,000. The estimated assessment increase of this facility is \$14,000,000.

The estimated cost of the public administrative, legal and other costs is \$360,000 and is added to cover any public costs associated with, but not limited to, processing the TID Project Plan Amendment, issuing G.O. Promissory Notes, preparing a Development Grant Agreement and any other activities associated with the Amendment.

EXHIBIT "B"

BOUNDARY DESCRIPTION

TAX INCREMENTAL DISTRICT #8

Part of the Southwest Quarter of Section 32, Township 2 North, Range 22 East, lying and being in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning at the Northwest corner of said southwest quarter, thence southerly along the west line of said quarter section 700 feet to the point of the beginning; thence easterly 50.01 feet to the east line of County Trunk Highway "HH" also known as 104th Avenue; thence northerly 500.02 feet along the east line of said right-of-way; thence northeasterly 181.55 feet along the southerly right-of-way line of State Trunk Highway 158, also known as 52nd Street, to an angle point in said line; thence easterly 2801.73 feet along the south line of said right-of-way to the northeast corner of Parcel 4 of Certified Survey Map 1754; thence southerly 430 feet to the southeast corner of said Parcel 4; thence westerly 583.01 feet to the southwest corner of said Parcel 4; thence southerly 266.96 feet along the west line of Parcel 1 of C.S.M. 1754; thence continuing along the west line of said Parcel 1; thence southeasterly 230.67 feet along a curve whose radius is 450 feet; thence southeasterly 76.5 feet; thence southwesterly 66 feet; thence southeasterly 23.5 feet; thence southwesterly 23.5 feet; thence southeasterly 66 feet; thence southwesterly 194.73 feet along a curve whose radius is 636.19 feet; thence southeasterly 436.36 feet along the west line of Lot 26 Business Park of Kenosha subdivision; thence southerly 399.8 feet along the west line of Lot 25 of said subdivision; thence easterly 291.79 feet along the south line of said Lot 25; thence southerly 553 feet to the north line of County Trunk Highway "K", also known as 60th Street; thence westerly 1470.6 feet along the north line of said right-of-way; thence northerly 17 feet; thence westerly 375 feet along the north line of said right-of-way; thence northwesterly 37.16 feet; thence northerly 225 feet along the east line of said County Trunk Highway "HH"; thence westerly 17 feet; thence northerly 1662.06 feet along the east line of said right-of-way to the point of the beginning containing 104.337 acres of land more or less (including rights-of-way).

RESOLUTION NO. 13-1

**BY: THE JOINT REVIEW BOARD
FOR TAX INCREMENTAL DISTRICT #8**

**TO APPROVE THE PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT #8, CITY OF KENOSHA, WISCONSIN**

WHEREAS, Section 66.1105, Wisconsin Statutes, provides the authority and procedure for amending a Project Plan for a Tax Incremental District (TID); and,

WHEREAS, a Joint Review Board was convened under the authority of Section 66.1105(4m), Wisconsin Statutes, for the purpose of reviewing the public record, planning documents and the Resolution passed by the Common Council of the City of Kenosha, Wisconsin, under 66.1105(4)(h)1., Wisconsin Statutes and relating to the proposed Amendment of the Project Plan (The "Project Plan Amendment") of Tax Incremental District #8 of the City of Kenosha, Wisconsin (The "District"); and,

WHEREAS, the Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the Joint Review Board for TID #8, City of Kenosha, Wisconsin, that it approves Resolution Number _____ adopted on October 7, 2013, by the Common Council of the City of Kenosha, Wisconsin, and the Project Plan Amendment, under Section 66.1105(4)(h)1., Wisconsin Statutes, based on the following criteria:

1. That the development expected in the District would not occur without the use of tax incremental financing.
2. That the economic benefits of the District, as measured by increased employment, business and personal income and property value are sufficient to compensate for the cost of improvements.
3. That the benefits of the District outweigh the anticipated loss in tax increments to be paid by the owners of property in the overlying taxing districts.
4. That, in its judgment, the development described in the Project Plan Amendment would not occur without the Project Plan Amendment.

Adopted this _____ day of _____, 2013

ATTEST: _____, Staff

APPROVED: _____, Chairperson

Drafted By: Department of Community Development & Inspections

**STATEMENT OF KIND, NUMBER AND LOCATION OF ALL PROPOSED
PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT AND A
DETAILED LIST OF ESTIMATED PROJECT COSTS AND
WHEN COSTS ARE EXPECTED TO BE INCURRED**

Development Grant costs include building and parking lot construction and equipment purchases. See attached maps for location of all improvements. The Development Grant cannot be provided to the developer until a Development Grant Agreement per Wisconsin Statute 66.1105 (2)(f)2.d is executed.

Costs of Issuance includes all City administrative, legal and related costs with creating the district, issuing the G.O. Promissory Notes, preparation of the Development Grant Agreement and any other activities associated with the district.

Description of Project Costs	2013	2014	2015	Total
1. Development Grant	\$4,000,000.00	\$0.00	\$0.00	\$4,000,000.00
2. Capitalized Interest	\$275,000.00	\$0.00	\$0.00	\$275,000.00
3. Costs of Issuance	\$85,000.00	\$0.00	\$0.00	\$85,000.00
Total	\$4,360,000.00	\$0.00	\$0.00	\$4,360,000.00

Costs to be Recovered by TID	2013	2014	2015	Total
1. Project Costs	--	--	--	\$4,360,000.00
2. Financing Costs	--	--	--	\$761,200.00
Total	--	--	--	\$5,121,200.00

City of Kenosha

\$4,360,000.00 Taxable G.O. Notes, Series 2013 - Dated 12/01/13

TID No. 8

Preliminary Estimate

Debt Service Schedule -- Accrual Basis

Calendar Year	Principal	Coupon	Interest	Total P+I
2013	-	-	-	-
2014	-	-	174,400.00	174,400.00
2015	-	-	174,400.00	174,400.00
2016	1,150,000.00	4.000%	174,400.00	1,324,400.00
2017	1,205,000.00	4.000%	128,400.00	1,333,400.00
2018	1,270,000.00	4.000%	80,200.00	1,350,200.00
2019	735,000.00	4.000%	29,400.00	764,400.00
-	\$4,360,000.00	-	\$761,200.00	\$5,121,200.00

Yield Statistics

Bond Year Dollars	519,030.00
Average Life	4.365 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	4.3207567%
True Interest Cost (TIC)	4.3467320%
Bond Yield for Arbitrage Purposes	3.9902932%
All Inclusive Cost (AIC)	4.4883417%

IRS Form 8038

Net Interest Cost	4.0000000%
Weighted Average Maturity	4.365 Years

2013 - TID8 Existing and | SINGLE PURPOSE | 9/ 9/2013 | 9:11 AM

Piper Jaffray & Co.
Wisconsin Public Finance

City of Kenosha

\$4,360,000.00 Taxable G.O. Notes, Series 2013 - Dated 12/01/13

TID No. 8

Preliminary Estimate

Sources & Uses

Dated 12/01/2013 | Delivered 12/01/2013

Sources Of Funds

Par Amount of Bonds	<u>\$4,360,000.00</u>
Total Sources	<u>\$4,360,000.00</u>

Uses Of Funds

Deposit to Project Construction Fund	\$4,000,000.00
Capitalized Interest	275,000.00
Costs of Issuance	<u>85,000.00</u>
Total Uses	<u>\$4,360,000.00</u>

2013 - TID8 Existing and | SINGLE PURPOSE | 9/9/2013 | 9:11 AM

Piper Jaffray & Co.
Wisconsin Public Finance

**CHANGES IN ZONING ORDINANCE, MASTER PLAN, MAP,
BUILDING CODE AND CITY ORDINANCES**

No changes to the City of Kenosha Zoning Ordinance, Master Plan, Map, Building Code or City Ordinances are anticipated to accommodate the activities planned for this project plan amendment. All City ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

**STATEMENT OF THE PROPOSED METHOD FOR THE
RELOCATION OF PERSONS TO BE DISPLACED**

All individuals and businesses to be displaced as a result of the activities occurring within the district as a part of this project plan will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other state and federal rules and regulations as applicable.

STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this project plan amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, adopted April, 2010. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the proposed project plan amendment and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, the amendment of this Tax Incremental District promotes the orderly development of the City.

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



EDWARD R. ANTARAMIAN
CITY ATTORNEY

MATTHEW A. KNIGHT
DEPUTY CITY ATTORNEY

WILLIAM K. RICHARDSON
ASSISTANT CITY ATTORNEY

JONATHAN A. MULLIGAN
ASSISTANT CITY ATTORNEY

CHRISTINE M. GENHNER
ASSISTANT CITY ATTORNEY

September 24, 2013

Honorable Mayor
and Common Council
City of Kenosha
Kenosha, Wisconsin 53140

Re: Project Plan Amendment for Tax Incremental
District Number 8 [TIF District No. 8]

Dear Mayor and Members of the Common Council:

I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,

Edward R. Antaramian
City Attorney

AMENDED MAPS

TAX INCREMENTAL DISTRICT #8

The proposed project plan amendment does not involve a boundary Amendment or change in proposed private or public improvements. However, since the plan was adopted, the following changes were made:

BOUNDARY & PARCEL MAP

New parcels and parcel numbers were created within the TID boundaries.

EXISTING LAND USE

A portion of the TID previously identified as vacant is now developed with industrial uses.

EXISTING ZONING

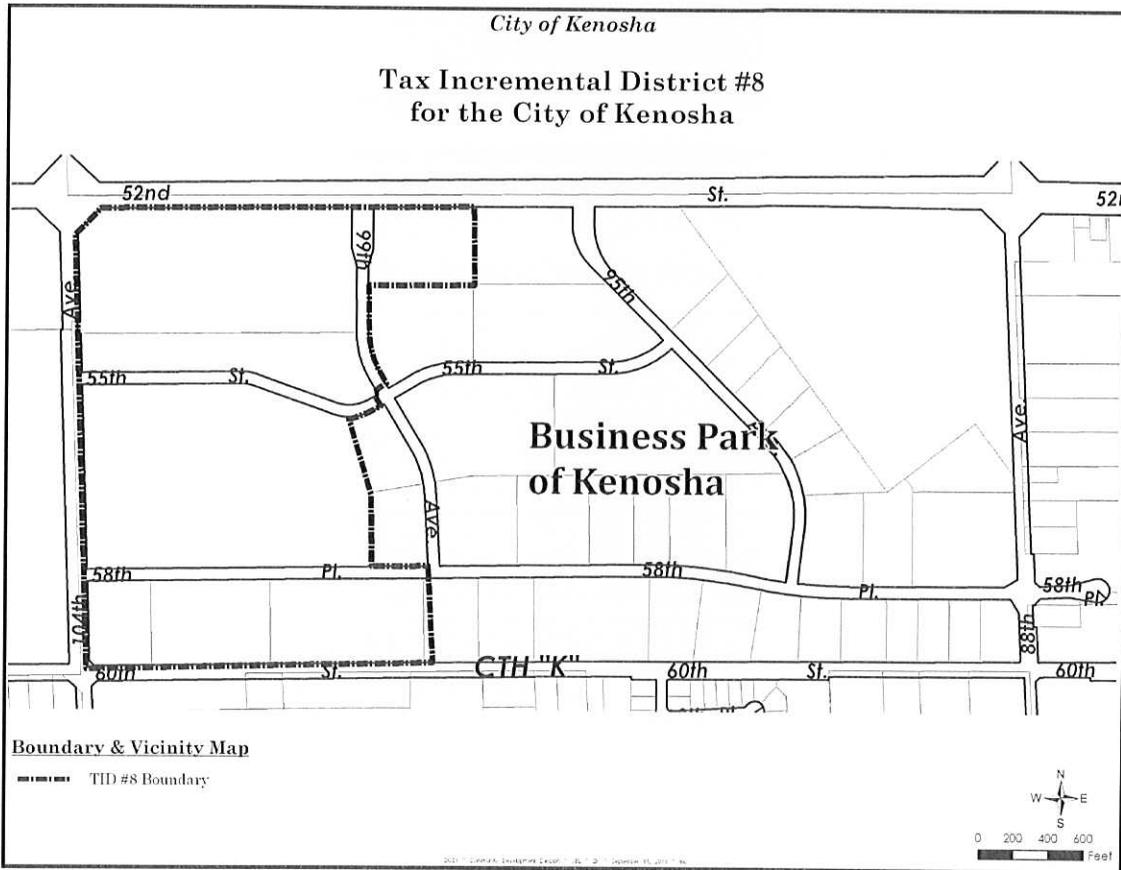
Per the original Project Plan, one parcel was rezoned from A-2 Agricultural to M-2 Heavy Manufacturing.

PROPOSED IMPROVEMENTS

Shows where site preparation and mass grading will occur for the proposed development.

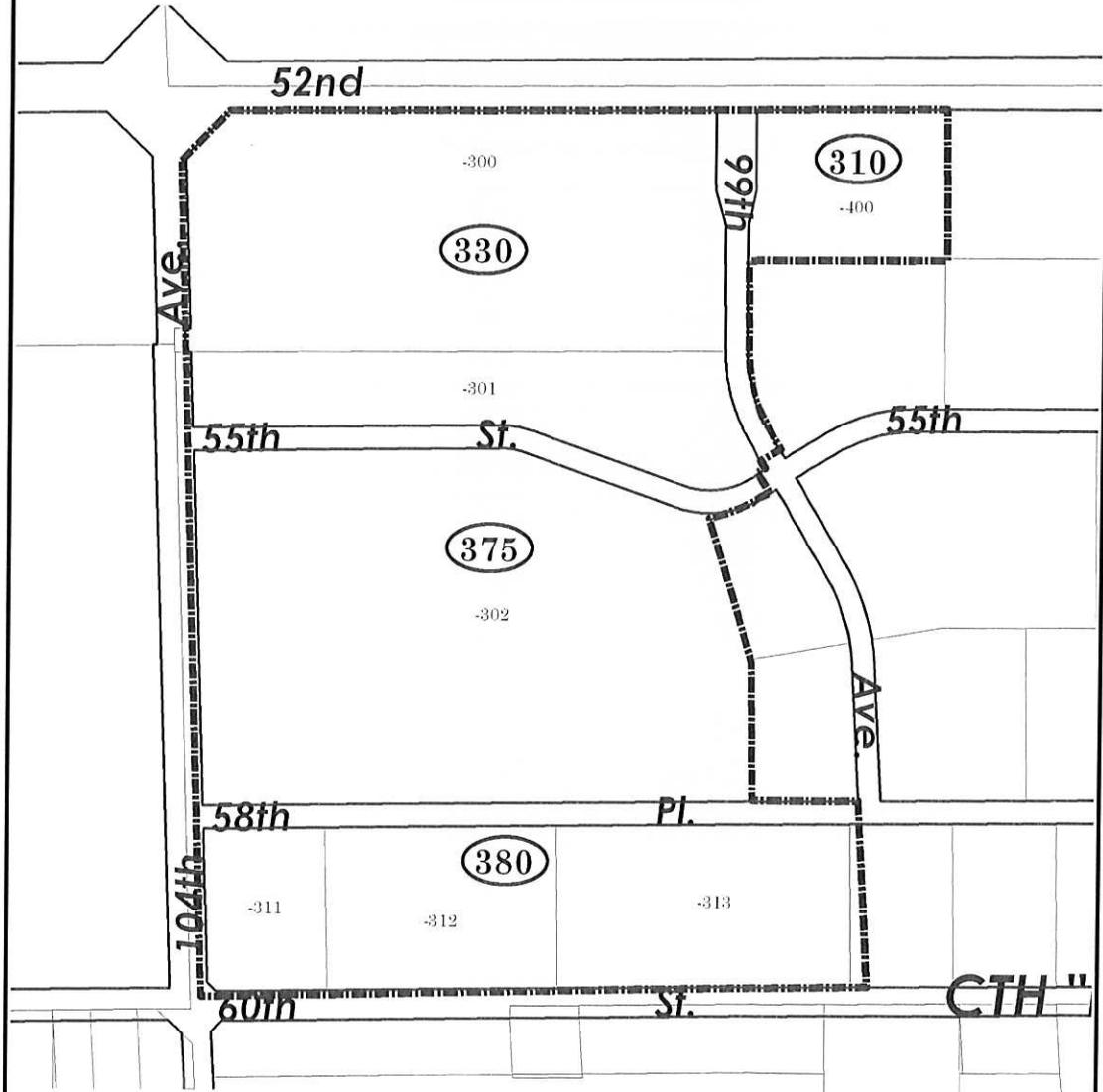
PROPOSED USES

Shows where building and parking lot construction will occur for the proposed development.



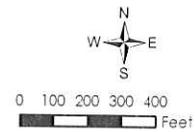
City of Kenosha

Tax Incremental District #8
for the City of Kenosha



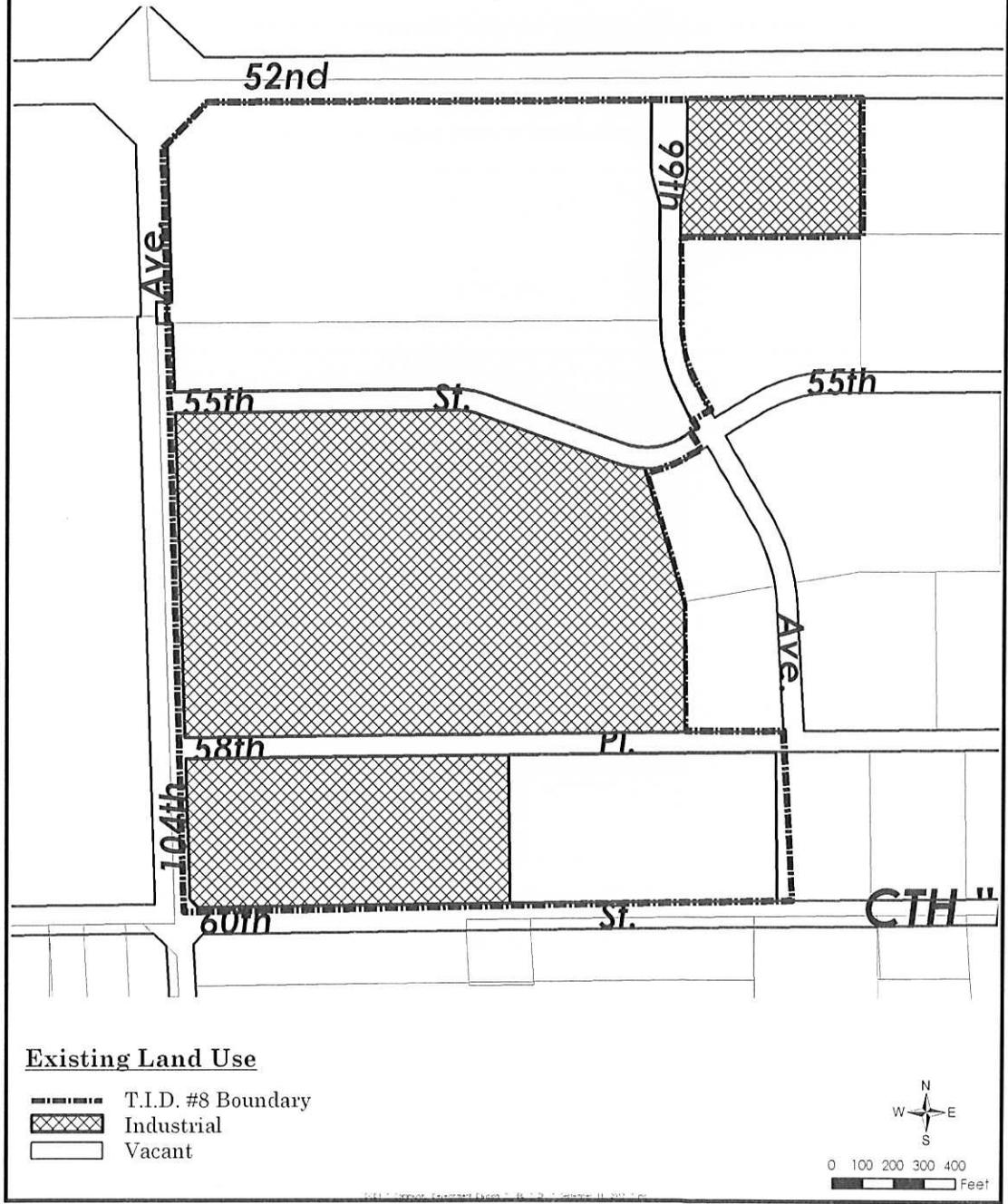
Boundary & Parcel Map

-  T.I.D. #8 Boundary
-  Block Number
-  Parcel Number



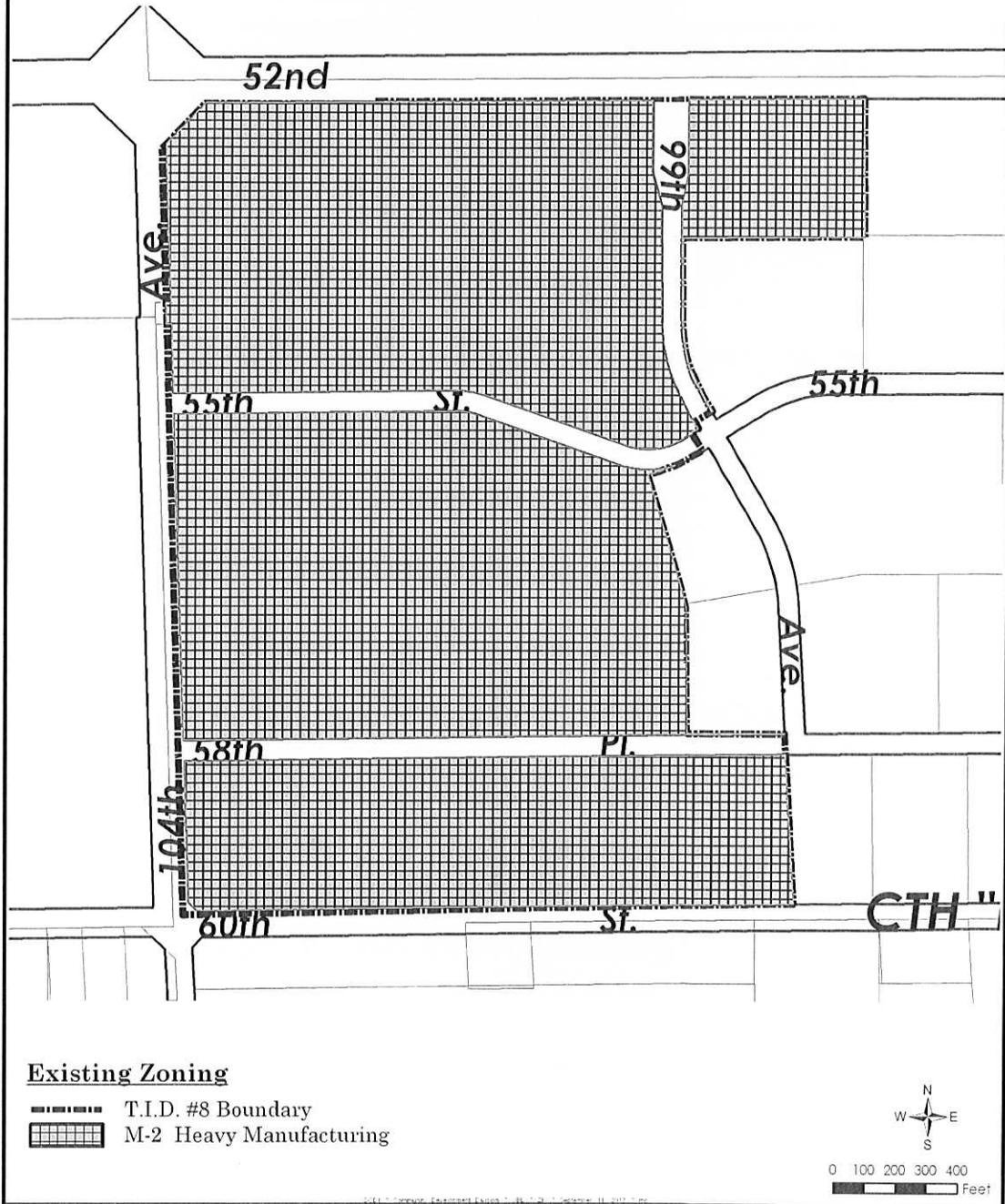
City of Kenosha

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for the City of Kenosha



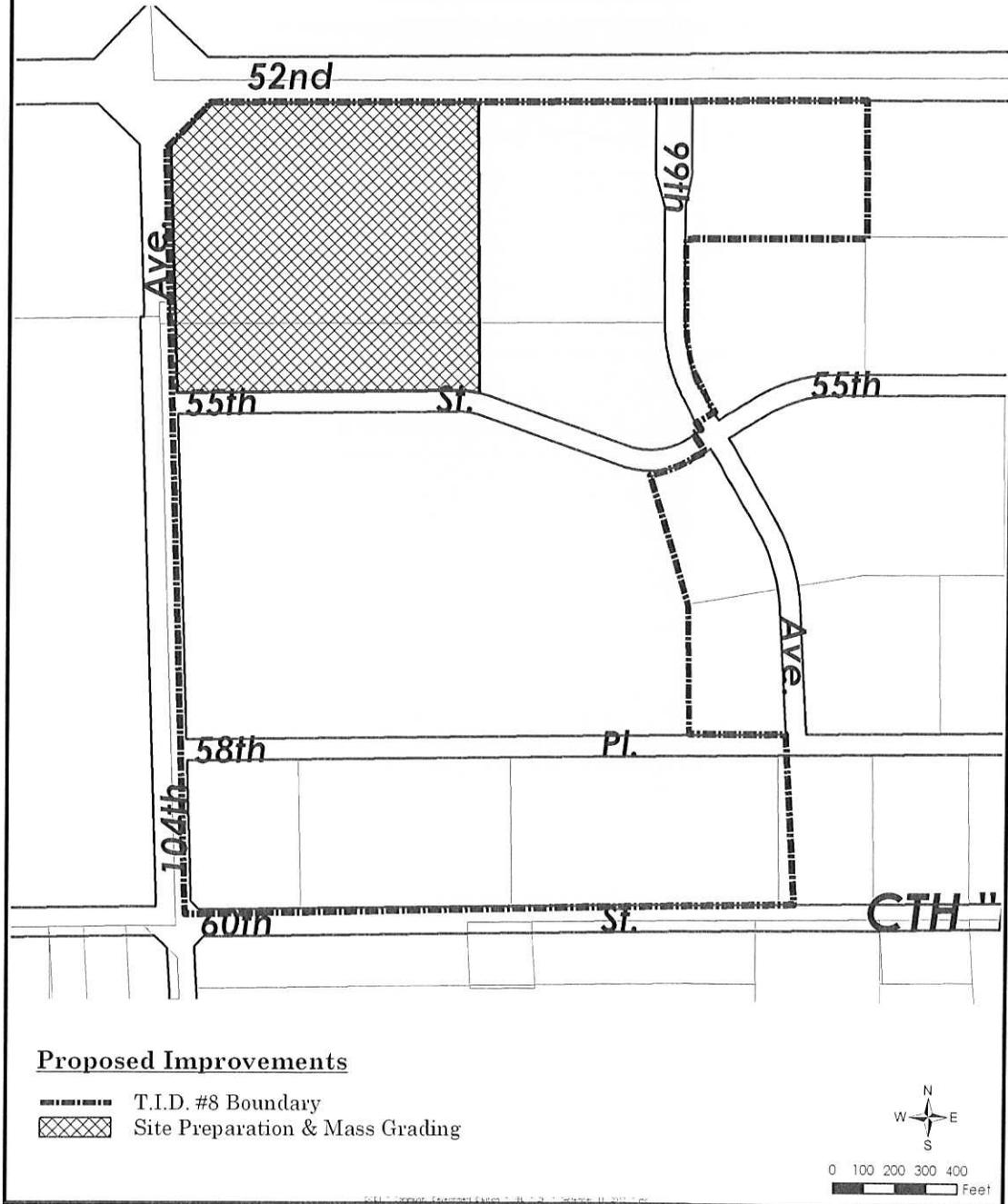
City of Kenosha

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for the City of Kenosha



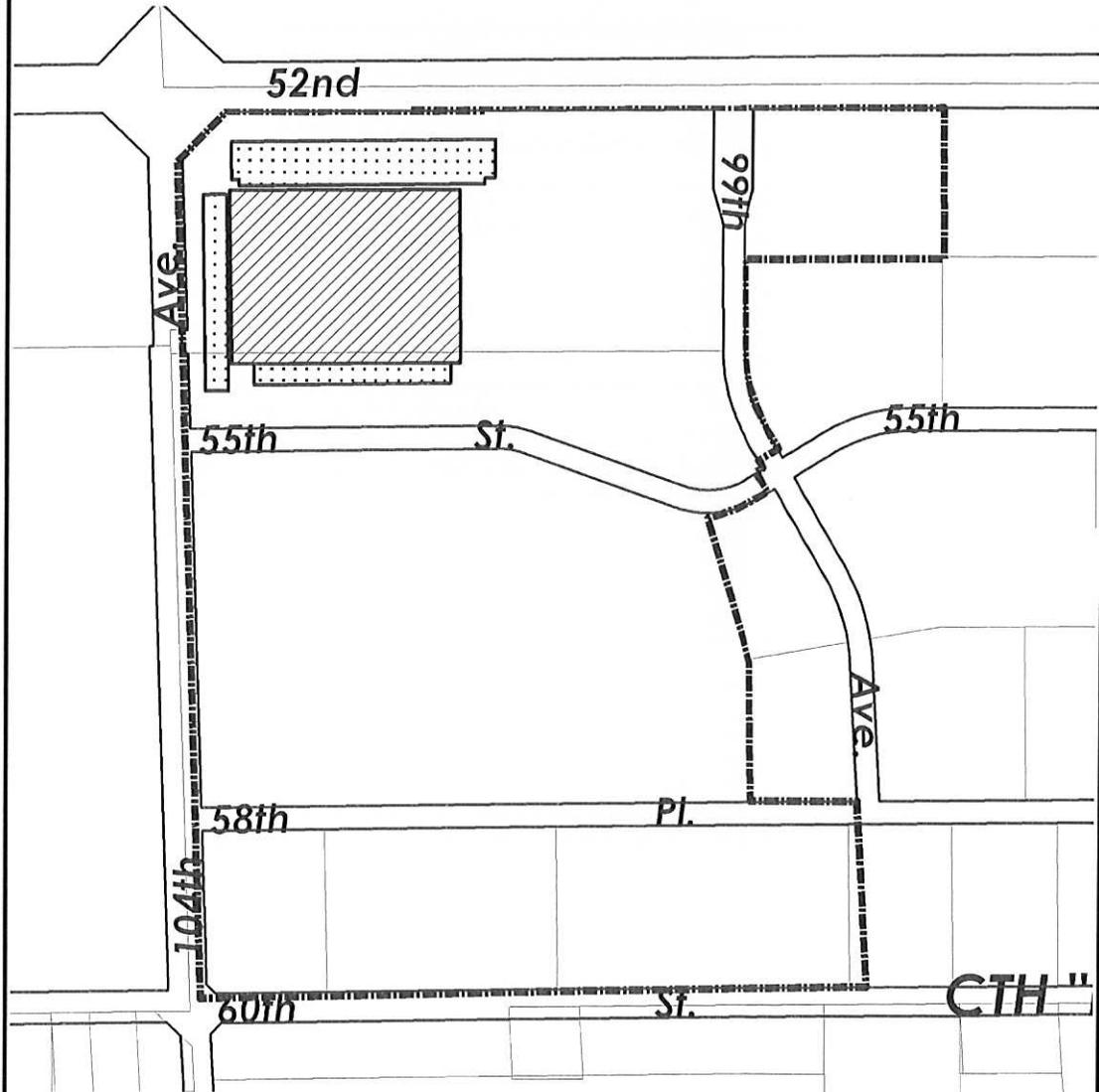
City of Kenosha

Tax Incremental District #8
for the City of Kenosha



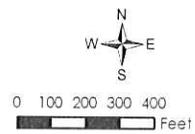
City of Kenosha

Tax Incremental District #8
for the City of Kenosha



Proposed Uses

-  T.I.D. #8 Boundary
-  Building, Construction & Equipment Purchases
-  Parking Lot Construction





ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR.
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

October 3, 2013

To: Michael Orth, Chairman
Parks Commission

Daniel Prozanski, Chairman
Finance Committee

From: Michael M. Lemens, P.E.
Director of Public Works

Subject: *Approval of Lease Agreement by the City (of Kenosha), the Board of Parks Commissioners, and Kenosha County for a Proposed Public Safety Communication Tower in Nash Park*

BACKGROUND/ANALYSIS

To accommodate the need for a new, properly operating public safety communication system to replace the existing system and tower that is need of repair and rehabilitation, Kenosha County had a new system designed that calls for construction of a replacement tower at approximately 6100 60th Street. A lease agreement to Kenosha County is required to allow for the construction of the new tower.

RECOMMENDATION

Approve the Lease Agreement.

MML

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the **City of Kenosha**, a Wisconsin Municipal Corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin Municipal Corporation, having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52nd Street, Kenosha, Wisconsin 53140 (hereinafter referred to together as "**Landlord**") and **County of Kenosha**, a Wisconsin Municipal Corporation, having a mailing address of 1010 - 56th Street, Kenosha, Wisconsin 53140 (hereinafter referred to as "**Tenant**").

RECITALS

WHEREAS, the current public safety communication relay system utilizes a tower in the vicinity of 60th Street and 54th Avenue, which is in disrepair and need of replacement ("**Existing Tower**").

WHEREAS, **Landlord** owns that certain plot, parcel or tract of land in the City and County of Kenosha as more particularly described on Exhibit 1, attached hereto and a portion of the real property commonly known as Nash Park, together with all rights and privileges arising in connection therewith ("**Property**");

WHEREAS, **Tenant** desires to use a portion of the **Property** as more particularly described on **Exhibit 2** attached hereto ("**Premises**") in connection with a public safety communication relay system to be utilized by municipalities as more particularly set forth hereinbelow;

WHEREAS, **Landlord** desires to grant **Tenant** the right to use the **Premises** in accordance with the **Agreement**;

WHEREAS, as conditions precedent to the utilization of the **Premises** in accordance with this **Agreement** the Federal Aviation Administration is required to provide a "Determination of No Hazard to Air Navigation" (hereinafter "**Determination**") and the Wisconsin Department of Natural Resources is required to provide its consent ("**Consent**");

WHEREAS, the Determination was issued by the Federal Aviation Administration on October 11, 2012; and

WHEREAS, the United States Department of the Interior has provided its consent to the modification of the boundary for the Property as evidenced by Exhibit 4 attached hereto permitting the Premises to be utilized as set forth herein as evidenced by the communication from the Wisconsin Department of Natural Resources attached hereto as Exhibit 5.

The parties agree as follows:

1. PREMISES. **Landlord** leases the **Premises** containing approximately 0.264 acres of land including the air space above such room/cabinet/ground space as described on attached Exhibit 2,

together with all necessary space and easements for access and utilities, as generally described therein and depicted in the site plan attached as Exhibit 3.

2. PERMITTED USE. **Tenant** shall lease the **Premises** primarily for the transmission and reception of a public safety communication relay system for the use of municipalities. Municipalities includes, but is not limited to, the County of Kenosha, City of Kenosha, Kenosha City/County Joint Services, and the Kenosha Water Utility and shall include, to the extent it exists, their law enforcement agencies, fire departments, public works departments or other similar first responder entities. **Tenant's** use may include a suitable support structure not to exceed three hundred fifty (350) feet in height, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the **Premises** (collectively, the "**Communication Facility**"). **Tenant** shall allow any municipality to attach any equipment to **Communication Facility** and, if necessary, utilize ground space for shelters or cabinets necessary for the operation of the public safety communication relay system.

The parties recognize and acknowledge that the **Premises** may be utilized commercially by Hiercomm, Inc., to provide broadband services in Kenosha County. The parties shall share equally any revenue paid by any commercial entity other than Hiercomm, Inc., for the use of the **Premises**. **Tenant** shall not lease or sublease any space on the ground or any structure on the **Premises** to any commercial entity other than Hiercomm, Inc., without Landlord's consent. Any commercial use of the **Premises** shall comply with all governmental licenses and regulations whether from the City of Kenosha, County of Kenosha, State of Wisconsin or the federal government. For purposes of this **Agreement**, a commercial use shall be any use other than that necessary for operation of a public safety communication system. Notwithstanding the commercial use of the **Premises**, the parties hereto acknowledge that the use of the **Premises** for public safety purposes is paramount and agree that the commercial use of the **Premises** must never interfere with any public safety use of the **Premises** by any municipality. Consequently, parties to this lease warrant that they will not cause interference or allow interference to be caused by commercial users of the **Premises**. Interference shall be defined as the effect of unwanted energy due to one or a combination of emissions, radiations, or inductions upon reception in a radio communication system, manifested by any performance degradation, misinterpretation, or loss of information which could be extracted in the absence of such unwanted energy. Should the **Landlord** believe that interference is occurring, notice shall be given to **Tenant** who will, upon receiving notice of such interference, cooperate with the **Landlord** to immediately resolve the issue, including, if necessary, disabling and/or disconnecting the commercial use until such time as said interference is remedied or the commercial use is ruled out as a potential source of interference.

Tenant has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to **Tenant** or **Landlord** (collectively, the "**Permitted Use**"). **Tenant** agrees that any such installation construction, maintenance, operation, repair, replacement or upgrade shall not result in a lien being placed upon the **Premises** or **Property**, and should a lien be placed upon either, **Tenant** shall take immediate steps to remove said lien. **Landlord** and **Tenant** agree that any portion of the **Communication Facility** that may be conceptually described on Exhibit 1 will not be deemed to

limit **Tenant's Permitted Use**. If Exhibit 1 includes drawings of the initial installation of the **Communication Facility**, **Landlord's** execution of this **Agreement** will signify **Landlord's** approval of Exhibit 1. For a period of ninety (90) days following the start of construction, **Landlord** grants **Tenant**, its subtenants, licensees and sublicensees, the right to use such portions of **Landlord's** contiguous or adjoining **Property** as described on Exhibit 1 as may reasonably be required during construction and installation of the **Communications Facility**. **Tenant** has the right, at its sole cost and expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make **Premises** improvements, alterations, upgrades or additions appropriate for **Tenant's** use ("**Tenant Changes**"). **Tenant Changes** include the right to construct a fence around the **Premises** and undertake any other appropriate means to secure the **Premises** at **Tenant's** expense. **Tenant** agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the **Communication Facility** on the **Premises** and to obtain all necessary governmental licenses, permits and approvals for the zoning, placement, construction and operation of the **Communication Facility** and all **Tenant Changes** to the **Premises** from the City of Kenosha, Kenosha County, State of Wisconsin Department of Transportation, United States Federal Communications Commission, United States Federal Aviation Administration and any other governmental entity having appropriate jurisdiction ("**Government Approvals**"). **Tenant** has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the **Communication Facility** within the **Premises** at any time during the term of this **Agreement**. However, **Tenant** shall not increase the height of the **Communications Facility**. **Tenant** will be allowed to make such alterations to the **Premises** in order to accomplish **Tenant's Changes** or to insure that **Tenant's Communication Facility** complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date of this **Agreement** (the "**Term Commencement Date**"). The **Initial Term** will terminate on the tenth (10) annual anniversary of the **Term Commencement Date**.

(b) This **Agreement** will automatically renew for three (3) additional five (5) year term(s) (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the **Tenant** is in breach of this Agreement at the time of such renewal or notifies the **Landlord** in writing of **Tenant's** intention not to renew this **Agreement** at least sixty (60) days prior to the expiration of the existing Term.

(c) The **Initial Term** and the **Extension Term** are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the **Term Commencement Date** and yearly thereafter, **Tenant** shall be obligated to **Landlord** for an annual rental payment of One and No/100 Dollars (\$1.00)

("Rent"), at the address set forth above. Payment shall be made on or before January 5th of each year in advance.

(b) All charges payable under this **Agreement** such as utilities and taxes shall be billed by **Landlord** within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by **Landlord**, and shall not be payable by **Tenant**. The provisions of this Section shall survive the termination or expiration of this Agreement.

(c) In the event that the **Premises** cease to be utilized for any public safety purpose, the **Tenant** shall, at their discretion, have the option of either paying a monthly rental to the **Landlord** equal to the fair market rental for communication tower ground leases in effect at the time in the City of Kenosha or terminating this **Agreement**. Should the **Tenant** agree to pay a monthly rental equal to the fair market rental, such calculation shall consider all relevant factors including, but not limited to, the size of the **Premises**, the location of the **Premises** and the height of the structure(s) situated on the **Premises**. Said rental shall be effective on the first full month following the discontinued use of the **Premises** for any public safety purpose and shall be increased by three percent (3%) annually on subsequent anniversaries of the **Term Commencement Date**. Should the **Tenant** choose to terminate this **Agreement**, **Tenant** shall be required to remove the **Communication Facility** from the **Premises** within six (6) months from the discontinuation of the **Premises** for any public safety use and restore the **Premises** to its natural condition.

(d) Nothing in Section (c) above shall be construed as limiting the ability of the **Landlord** and **Tenant** to come to any other arrangement by mutual written agreement as to the question of use and compensation therefore in the event that the Premises cease to be utilized for any public safety purpose.

5. **APPROVALS.** **Landlord** agrees that **Tenant's** ability to use the **Premises** is contingent upon the suitability of the **Property** for **Tenant's Permitted Use** and **Tenant's** ability to obtain and maintain all operational Government Approvals including, but not limited to, the **Landlord's** ability to obtain the **Consent**. **Landlord** authorizes **Tenant** to prepare, execute and file all required applications to obtain Government Approvals for **Tenant's Permitted Use** under this **Agreement** and agrees to reasonably assist **Tenant** with such applications and with obtaining and maintaining the Government Approvals.

6. **TERMINATION.** This **Agreement** may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 14 of this **Agreement** after the applicable cure periods;

(b) by either party upon written notice, if **Tenant** or **Landlord**, as the case may be, is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the **Communication Facility** as now or hereafter intended by **Tenant** including, but not limited to,

the **Consent**.

7. **INSURANCE.**

(a) **Tenant** will carry during the **Term**, at its own cost and expense, the following insurance: (i) "All Risk" Property Insurance for its property's replacement cost; (ii) Commercial General Liability (CGL) Insurance with a limit of liability of Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage; and (iii) Workers' Compensation Insurance at the statutory limits and Employer's liability in the amount of \$100,000 per accident, \$100,000 disease per employee, and a \$500,000 disease policy limit.

(b) **Tenant's** CGL coverage shall contain a provision naming the City of Kenosha and Board of Park Commissioners for the City of Kenosha as "additional insureds". **Tenant** shall provide **Landlord**, upon request, with a copy of the endorsement identifying the additional insureds. The insurance policy or policies shall contain a clause that in the event any policy is canceled for any reason the City Clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or changes take effect. Said policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin. **Tenant** prior to executing this **Agreement** shall furnish a Certificate of Insurance indicating compliance with the foregoing. Annual Certificates of Insurance shall be furnished to the City Clerk throughout the **Term** of this **Agreement**. Any subcontractor of **Tenant** shall also have coverage in the amounts required of **Tenant** and include like notice requirements and additional insured endorsements.

(c) If for any reason, the insurance coverage required herein lapses and **Tenant** fails to replace such insurance prior to the lapse date, **Landlord** may declare this **Agreement** terminated as of the date no valid insurance policy was in effect. The failure of **Tenant** to take out and/or maintain the required insurance shall not relieve **Tenant** from any liability under this **Agreement**. The insurance requirement shall not be construed to conflict with the obligations of **Tenant** in Section 8 - Indemnification.

8. **INDEMNIFICATION.**

(a) **Tenant** agrees to indemnify, defend and hold **Landlord** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the **Communication Facility**, **Tenant's** breach of any provision of this **Agreement** or failure to obtain the **Consent**, except to the extent attributable to the negligent or intentional act or omission of **Landlord**, its employees, agents or independent contractors. **Tenant** does not waive any defenses or statutory limits of liability.

(b) **Landlord** agrees to indemnify, defend and hold **Tenant** harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of **Landlord** or its employees or agents, or **Landlord's** breach of any provision of this **Agreement**, except to the extent attributable to the negligent or intentional act or omission of

Tenant, its employees, agents or independent contractors. **Landlord** does not waive any defenses or statutory limits of liability.

9. WARRANTIES.

(a) **Tenant** and **Landlord** each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this **Agreement** and bind itself hereto through the party set forth as signatory for the party below.

(b) **Landlord** represents and warrants that: (i) as long as **Tenant** is not in default then **Landlord** grants to **Tenant** sole, actual, quiet and peaceful use, enjoyment and possession of the **Premises**; and (ii) **Landlord's** execution and performance of this **Agreement** will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the **Landlord**.

10. ENVIRONMENTAL LAWS.

(a) **Landlord** and **Tenant** shall not introduce or use any Hazardous Substance on the **Property** in violation of any applicable law. **Landlord** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (i) caused by **Landlord** or its agents that have occurred or which may occur on the **Property** and (ii) caused by any unrelated third party, that have occurred or which may occur on the **Property**, provided, however, **Landlord** shall not be responsible for spills or other releases caused by unrelated third parties if such spill or release occurs on the **Premises** after the **Effective Date**. **Tenant** shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by **Tenant** or its agents, that have occurred or which may occur on the **Property** and/or **Premises** and (y) caused by any unrelated third party which may occur after the **Effective Date** on the **Premises**. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "**Claims**") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the **Property** or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the **Property**. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Further, the indemnifications in this Section shall be applicable whenever contamination has migrated off the **Premises** or **Property**. This Section 10 shall survive the termination or expiration of this **Agreement**.

(b) In the event **Tenant** becomes aware of any hazardous materials on the **Property**, or any environmental or industrial hygiene condition or matter relating to the **Property** that **Tenant** or any of **Tenant's** agents did not cause by any act or omission of **Tenant** or any of **Tenant's**

agents, and further that, in **Tenant's** sole determination, renders the condition of the **Premises** or **Property** unsuitable for **Tenant's** use, or if **Tenant** believes that the leasing or continued leasing of the **Premises** would expose **Tenant** to undue risks of government action, intervention or third party liability, **Tenant** will have the right, in addition to any other rights it may have at law or in equity, to terminate the **Agreement** upon notice to **Landlord**.

11. ACCESS.

(a) **Tenant**, at its expense, may use any and all appropriate means of restricting access to the **Premises**, including, without limitation, the construction of a fence on the **Premises** subject to applicable permits, requirements and laws. **Tenant** shall maintain, at its expense, any fence that is constructed on the **Premises**. **Tenant** shall allow **Landlord's** representatives reasonable access to the **Premises** to ascertain compliance with City Ordinances.

(b) As partial consideration for **Rent** paid under this **Lease**, **Landlord** hereby grants **Tenant** an easement in, under and across the **Property** for ingress, egress, utilities and access to the **Premises** adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cables, and to service the **Property** and the Antenna Facilities at all times during the **Initial Term** of this **Lease** and any **Renewal Term** (collectively, the "**Easements**"). The **Easements** are intended to be coincidental to this **Agreement** and, therefore, shall terminate upon the termination of this **Agreement**.

(c) **Tenant** shall have twenty-four (24) hours a day, seven (7) days a week access to the **Property** ("**Access**") at all times during the Term of this **Lease** and **Landlord** agrees to provide **Tenant** such codes, keys and other instruments necessary for such access at no additional cost to **Tenant**. If **Landlord** fails to provide the access granted by this Section 11, such failure shall be a default under this **Lease**. In the event any public utility is unable to use the access or easement provided to **Tenant** then the **Landlord** agrees to grant additional access or an easement either to **Tenant** or to the public utility, for the benefit of **Tenant**, at no cost to **Tenant**.

12. REMOVAL/RESTORATION.

(a) All portions of the **Communication Facility** brought onto the **Premises** by **Tenant** will be and remain **Tenant's** personal property and, at **Tenant's** option, may be removed by **Tenant** at any time during the Term. **Landlord** covenants and agrees that no part of the **Communication Facility** constructed, erected or placed on the **Premises** by **Tenant** will become, or be considered as being affixed to or a part of, the **Premises**, it being the specific intention of the **Landlord** that all improvements of every kind and nature constructed, erected or placed by **Tenant** on the **Premises** will be and remain the property of the **Tenant** and may be removed by **Tenant** at any time during the Term. Within sixty (60) days of the termination of this **Agreement**, **Tenant** will remove those above ground improvements which **Landlord**, in its sole discretion, desires to have removed. Further, **Tenant** shall restore the **Premises** to its condition prior to the commencement of any improvements/changes to the **Premises**, reasonable wear and tear and loss by casualty or other causes beyond **Tenant's** control excepted. Notwithstanding the foregoing, **Tenant** will not be responsible for the replacement of any trees, shrubs or other vegetation, though

Tenant shall be required to seed or sod the **Property**.

(b) **Tenant** shall, at its expense, completely remove the **Existing Tower** within six (6) months of the commencement of operation of the **Communication Facility** upon the **Premises**.

13. MAINTENANCE/UTILITIES.

(a) **Tenant** shall, at **Tenant's** expense, keep and maintain the **Premises**, the **Communication Facility** and its own personal property kept on the **Premises** in good condition and repair, normal wear and tear and casualty excepted, but in all events **Tenant** shall maintain the **Premises**, the **Communication Facility** and its own personal property kept on the **Premises** in conformity with all applicable laws. **Tenant's** obligations shall include, but shall not be limited to, construction and maintenance of, and snow removal from, the access easement area included within the **Premises**.

(b) **Tenant** shall have the right to install utilities, at **Tenant's** expense, and to improve the present utilities on the **Premises** servicing the **Premises** (including, but not limited to, the installation of emergency power generators). **Landlord** agrees to use reasonable efforts in assisting **Tenant** to acquire necessary utility service. **Tenant** shall, wherever practicable, install separate meters for utilities used on the **Premises** by **Tenant**. **Landlord** shall diligently correct any variation, interruption or failure of utility service caused by the negligence of **Landlord**. **Landlord** acknowledges that **Tenant** provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in **Tenant's** reasonable determination, the **Landlord** agrees to allow **Tenant** the right to bring in a temporary source of power for the duration of the interruption. **Landlord** will fully cooperate with any utility company requesting an easement over, under and across the **Property** in order for the utility company to provide service to the **Tenant**. **Landlord** will not be responsible for interference with, interruption of or failure, beyond the reasonable control of **Landlord**, of such services to be furnished or supplied by **Landlord**.

14. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by **Tenant** and a breach of this **Agreement**:
(i) nonpayment of **Rent** if such **Rent** remains unpaid for more than thirty (30) days after receipt of written notice from **Landlord** of such failure to pay; (ii) **Tenant's** failure to perform or abide by any other term or condition under this **Agreement** within forty-five (45) days after receipt of written notice from **Landlord** specifying the failure; and (iii) **Tenant's** failure to immediately address a complaint of interference made by **Landlord** as set forth in Section 2 hereinabove. No such failure, however, will be deemed to exist if **Tenant** has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of **Tenant**. If **Tenant** remains in default beyond any applicable cure period, **Landlord** will have the right to exercise any and all rights and remedies available to it under law and equity including, but not limited to, injunctive relief and/or damages. This shall not, however, limit **Landlord's** right to enter the **Premises** and remove equipment or other personal property in the event of

default.

(b) The following will be deemed a default by **Landlord** and a breach of this **Agreement**: (i) failure to provide access to the **Property** or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) **Landlord's** failure to perform or abide by any term, condition or breach of any warranty or covenant under this **Agreement** within forty-five (45) days after receipt of written notice from **Tenant** specifying the failure. No such failure, however, will be deemed to exist if **Landlord** has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of **Landlord**. If **Landlord** remains in default beyond any applicable cure period, **Tenant** will have the right to exercise any and all rights and remedies available to it under law and equity, including, but not limited to, injunctive relief and/or damages.

15. ASSIGNMENT/SUBLEASE. Given the permitted use of the **Premises** for the operation of a public safety communication relay system, **Tenant** shall not assign this **Agreement** without written consent of **Landlord**.

16. NOTICES.

All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: County of Kenosha
Attn: County Clerk
1010 56th Street
Kenosha, WI 53140

With a copy to: Corporation Counsel
912 - 56th Street, LL 13
Kenosha, WI 53140

If to Landlord: Office of City Clerk
Municipal Building, Room 105
625 - 52nd Street
Kenosha, WI 53140

With a copy to: Board of Park Commissioners
City of Kenosha Municipal Building
c/o City Clerk, Room 105
625 - 52nd Street
Kenosha, WI 53140

With a copy to: Office of the City Attorney
625 - 52nd Street, Room 201
Kenosha, WI 53140

With a copy to: City of Kenosha Parks Department
Attention: Superintendent of Parks
3617- 65th Street
Kenosha, WI 53142

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Premises within forty-eight (48) hours of Landlord's knowledge of any casualty. If any part of the Communication Facility is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

18. TAXES AND FEES. Tenant shall pay any personal property taxes, real property taxes, utility taxes, or any other taxes or fees that may be applicable or attributable to Tenant's use of or charged to the Premises.

19. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties. No extension of time, forbearance, neglect or waiver by one party with respect to any one or more of the covenants, terms and conditions of this Agreement shall be construed as a waiver of any of the other covenants, terms or conditions of this Agreement, or as an estoppel against the waiving party, nor shall any extension of time, forbearance or waiver by one party in any one or more instance be construed to be a waiver or estoppel with respect to any other instance or particular covered by this Agreement.

(b) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(c) **Governing Law.** This **Agreement** will be governed by the laws of the State of Wisconsin.

(d) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) exhibits are an integral part of the **Agreement** and are incorporated by reference into this **Agreement**; (iv) use of the terms "termination" or "expiration" are interchangeable; (v) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vi) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this **Agreement**, the ambiguity shall not be resolved on the basis of who drafted the **Agreement**.

(e) **Severability.** If any term or condition of this **Agreement** is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this **Agreement** then the **Agreement** may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(f) **Counterparts.** This **Agreement** may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties it being understood that all parties need not sign the same counterpart.

20. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT. Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this **Agreement**; (b) the execution and delivery of this **Agreement** 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 **Agreement** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the **Agreement**.

*The remainder of this page was left purposely blank
Signatures appear on the following pages*

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

LANDLORD:

CITY OF KENOSHA,
a Wisconsin municipal corporation

By: _____
KEITH G. BOSMAN, Mayor

Date: _____

By: _____
DEBRA L. SALAS, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2013, **KEITH G. BOSMAN**, Mayor, and **DEBRA L. SALAS**, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation, to me known to be such Mayor and City Clerk/Treasurer, and acknowledged to me that they executed the foregoing instrument as such officers as the **Agreement** of said City, by its authority.

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

**THE BOARD OF PARK COMMISSIONERS
FOR THE CITY OF KENOSHA,**
a Wisconsin Municipal Commission

BY: _____
MICHAEL J. ORTH, Chairperson

Date: _____

EXHIBIT 1

LEGAL DESCRIPTION OF ENTIRE PROPERTY

Part of the Southeast 1/4 of Section 34, Township 2 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as follows:

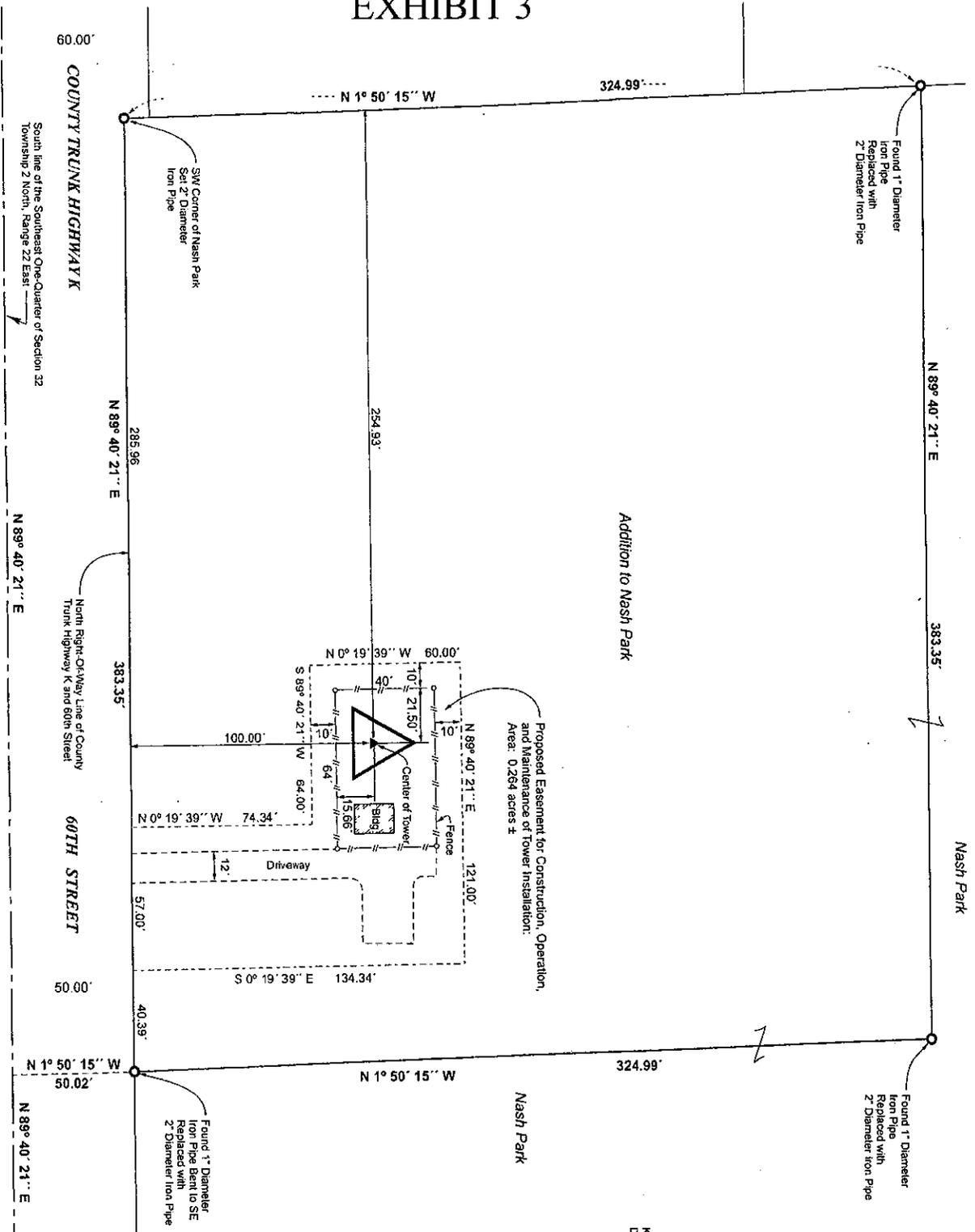
Commencing at the Southeast corner of said 1/4 Section; thence South 89°40'21" West along the South line of said 1/4 Section 1597.11 feet; thence North 1°50'15" West parallel to the East line of said 1/4 Section 50.02 feet to a point on the North right-of-way line of 60th Street said point being the point of beginning; thence continue North 1°50'15" West parallel to said East line 324.99 feet; thence South 89°40'21" West parallel to the South line of said 1/4 Section 383.35 feet; thence South 1°50'15" East parallel to the East line of said 1/4 Section 324.99 feet to the North right-of-way line of 60th Street; thence North 89°40'21" East parallel to the South line of said 1/4 Section and along the North right-of-way line of 60th Street 383.35 feet to the point of beginning. Said land being in the City of Kenosha, County of Kenosha, and State of Wisconsin.

CITY OF KENOSHA
PLAT
PROPOSED EASEMENT FOR THE
KENOSHA COUNTY PUBLIC SAFETY TOWER
AT NASH PARK

Part of the Northeast Quarter of Section 3, Town 1 North, Range 22 East, and part of the Southeast Quarter of Section 34, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in Somers Township, Kenosha County, Wisconsin and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 34; thence South 89°40'21" West along the south line of said Quarter Section, 1,597.11 feet to a point which is the southerly extension of the east line of Parcel Number 08-222-34-451-022, City of Kenosha, Nash Park; thence North 1°50'15" West along said east line extension, 50.02 feet to the north line of 60th Street and the southeast corner of said Parcel; thence South 89°40'21" West along said north line, 40.39 feet and to the point of beginning; thence South 89°40'21" West along said north line, 57.00 feet; thence North 0°19'39" West 74.34 feet; thence South 89°40'21" West 64.00 feet; thence North 0°19'39" West 60.00 feet; thence North 89°40'21" East 121.00 feet; thence South 0°19'39" East 134.34 feet to the point of beginning; containing 0.264 acres of land, more or less.

EXHIBIT 3



PLAT OF SURVEY

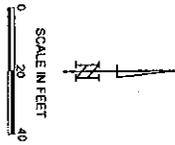
OF A PART OF
NASH PARK

IN THE SE ONE-QUARTER OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 22 EAST
CITY OF KENOSHA, KENOSHA COUNTY,
WISCONSIN

SHOWING LOCATION OF PROPOSED
RADIO COMMUNICATIONS TOWER
AND APPURTENANT IMPROVEMENTS

K. W. BAUER, COUNTY SURVEYOR, S-157
D. P. SIMON, S-2779, DEPUTY COUNTY SURVEYOR

NOVEMBER 2012



Southeastern Wisconsin Regional Planning Commission
W239 N1612 Rockwood Drive
P.O. Box 1607
Waukesha, Wisconsin 53187-1607
262-547-6721

Coordinates are on the Wisconsin State Plane Coordinate System, South Zone, datum Wisconsin State Plane 1983, and bearings are measured in clockwise or full circles, as indicated on previous plat drawings.

Southeast One-Quarter, Section 32
Township 2 North, Range 22 East
Concrete Monument with SEMRPC
BESS Cap N 219.182.10
E 2,572,242.08

EXHIBIT 4



United States Department of the Interior

National Park Service

Midwest Region
601 Riverfront Drive
Omaha Nebraska 68102-4226



55-01678 (MWR-NRSS-P/G)
55-01708

U. I. SEP 2013

Ms. Lavane Hessler
Stewardship & LWCF Grant Manager
Department of Natural Resources
101 S. Webster Street
P.O. Box 7921
Madison, Wisconsin 53707-7921

Dear Ms. Hessler:

This is to inform you of the approval for amendment number 1 to Land and Water Conservation Fund (LWCF) project 55-01678, Kenosha West Side Park Acquisition. This amendment converts 0.264-acre of land at Nash Park and adds 2.21 acres to Washington Park.

Enclosed is your copy of the amendment. Because the action of this conversion also applies to LWCF grant 55-01708, we recommend you place a copy of this letter and the executed amendment in the project file. Any questions you have related to this conversion may be directed to me at 402-661-1548.

Sincerely,

Carol A. Edmondson
Outdoor Recreation Planner

Enclosure

EXHIBIT 4

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

STATE Wisconsin

Project Amendment No. 1

AMENDMENT TO PROJECT AGREEMENT
(OMB No. 1024-0033, October 31, 2013)

THIS AMENDMENT To Project Agreement No. 55-01678 is hereby made and agreed upon by the United States of America, acting through the Director of the National Park Service and by the State of Wisconsin pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

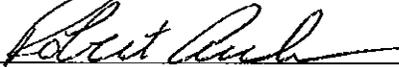
That the above mentioned agreement is amended by adding the following:

The 6(f)(3) boundary is amended by deleting 0.264 acres from the original park boundary of Nash Park and adding 2.21 acres to the 29 acre Washington Park boundary.

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness thereof the parties hereto have executed this amendment as of the date entered below.

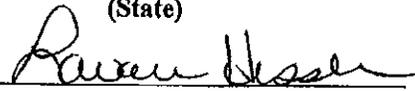
THE UNITED STATES OF AMERICA

STATE

By 
(Signature)

Wisconsin
(State)

CHIEF, RECREATION GRANTS DIVISION
(Title)

By 
(Signature)

National Park Service
United States Department of the Interior

Layane J. Hessler
(Name)

Date 09/11/2013

ASLO
(Title)

Estimated Burden Statement: The public reporting burden for this collection of information is estimated to average 3 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form should be sent to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

Paperwork Reduction Act Statement: This form is necessary to provide data input into an NPS project database which provides timely data on projects funded over the life of the program. Such data is used to monitor project progress and to analyze program trends. A Federal Agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Any comments on the burden estimate or other aspects of this collection of information may be addressed to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

NPS 10-902A (July 1981)

Zimbra

brichardson@kenosha.org

FW: Approval of Nash Park Conversion**From :** Jim M Ritchie - DNR <Jim.Ritchie@wisconsin.gov>

Fri, Sep 13, 2013 10:57 AM

Subject : FW: Approval of Nash Park Conversion

9 attachments

To : brichardson@kenosha.org

Mr. Richardson,

Attached is the approval letter and grant amendment from the National Park Service. The parkland conversion is approved and the tower construction can proceed. Please let know if you have any questions.

Jim Ritchie

Southeast & South Central Regions Government Outreach Team Supervisor
Bureau of Community Financial Assistance
Wisconsin Department of Natural Resources

(*) phone: (414) 263-8610

(*) e-mail: Jim.Ritchie@Wisconsin.gov<mailto:Jim.Ritchie@Wisconsin.gov>

Learn more about DNR grants and loans by going to <http://dnr.wi.gov><<http://dnr.wi.gov/>> and entering the keywords "grants and loans"

You can also follow the Wisconsin DNR online: [cid:image001.png@01CD0E7F.11E61820] <<http://facebook.com/widnr/>> [cid:image002.png@01CD0E7F.11E61820] <<http://twitter.com/>> [cid:image003.png@01CD0E7F.11E61820] <<http://www.youtube.com/user/WIDNRTV>> [cid:image004.png@01CD0E7F.11E61820] <<http://www.flickr.com/photos/widnr/>>

"Take a moment to enjoy Wisconsin's outdoors."

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/u/?q=85> to evaluate how I did.

From: Ritchie, Jim M - DNR**Sent:** Wednesday, September 11, 2013 3:47 PM**To:** Frank Martinelli; Brian Wilke**Subject:** Approval of Nash Park Conversion

Frank and Brian,

Attached is the approval letter from the National Park Service for the conversion of 0.264 acres of Nash Park for the construction of the public safety tower. This letter is the final approval for the conversion request. Thank you for your efforts in going through the conversion process. Please let me know if you have any questions.

Jim

Jim Ritchie

Southeast & South Central Regions Government Outreach Team Supervisor
Bureau of Community Financial Assistance
Wisconsin Department of Natural Resources

(*) phone: (414) 263-8610

(*) e-mail: Jim.Ritchie@Wisconsin.gov<mailto:Jim.Ritchie@Wisconsin.gov>

Learn more about DNR grants and loans by going to <http://dnr.wi.gov><<http://dnr.wi.gov/>> and entering the keywords "grants and loans"

You can also follow the Wisconsin DNR online: [cid:image001.png@01CD0E7F.11E61820] <<http://facebook.com/widnr/>> [cid:image002.png@01CD0E7F.11E61820] <<http://twitter.com/>> [cid:image003.png@01CD0E7F.11E61820] <<http://www.youtube.com/user/WIDNRTV>> [cid:image004.png@01CD0E7F.11E61820] <<http://www.flickr.com/photos/widnr/>>

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2013
By Creating SW-13-009 "Recreational Water Quality Improvements" in the Amount of \$150,000
With Outside Funding from a Great Lakes Restoration Initiative Grant in the Amount of \$150,000 for
a Net Change of \$0

WHEREAS, the City of Kenosha has received a Great Lakes Restoration Initiative Grant through the University of Wisconsin Oshkosh for completing beach efforts consistent with the plans provided by Miller Engineering for water quality improvements; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Storm Water Utility and the Finance Committee on October 7, 2013;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
SW-13-009	Recreational Water Quality (2013)	-0-	150,000	150000
SW-13-009	Recreational Water Quality (2013) Outside Grant Funding	0	(150,000)	(150,000)

Adopted this _____ day of _____ 2013

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES13/cipSW13-009.9.17.13)



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
BILL KNUITSEN
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL SWU@KENOSHA.ORG

October 3, 2013

To: Patrick Juliana, Chairman
Stormwater Utility Committee

From: Shelly Billingsley, P.E. 
Deputy Director of Public Works / City Engineer

CC: Chris Schwartz
District 2

Michael Orth
Park Commission Chairman

Subject: *Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City.*

BACKGROUND INFORMATION

In September 2012, staff made the Park Commission and Stormwater Utility Committee aware that staff has been working with Julie Kinzelman, with the City of Racine, in testing the water quality of our beaches. Julie received a GLRI grant to conduct Beach Sanitary Surveys and is nearing the completion of her studies. However, during her analysis she completed concept plans for some beaches located along the Lake Michigan shoreline throughout the state of Wisconsin. With these concept plans and data she reapplied for a GLRI grant to complete the design drawing, specifications and construction of some beaches along the shoreline. Part of her proposal included two beaches within the City of Kenosha which were Simmon's Island and Eichleman beaches.

Julie's mission of the grant is the "Implementation of Beach Redesigns to Make Southern Wisconsin Beaches Safer" is a compilation of best management practices and beach redesign elements targeted (via the sanitary survey data) towards water quality improvements at beaches and nearshore water quality improvement in Lake Michigan throughout WI. The southern WI project will include bid ready construction plans, implementation dollars to each of three SE WI communities (~\$80,000 per beach; Racine: Sam Meyers Park, South Milwaukee: Grant Park and Kenosha: Simmons Island and Eichelman), as well as post-implementation monitoring."

Staff has continued to work with Julie for applying for funds to aid the City in implementing these beach enhancements to improve the nearshore water quality of the Lake. With this collaboration Julie was able to secure \$150,000 to begin implementation of the concept plans for Simmon's Island and Eichelman beaches. The

concept plans are attached for your use. This will be part of a phased in approach to improve water quality of our beaches and nearshore Lake Michigan by the Kenosha Stormwater Utility and collaboration with outside funding sources.

RECOMMENDATION

Approve the request and recommend to the Common Council that the Director of Public Works be authorized to execute the grant agreement and all necessary documents for grant requirements.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

September 26, 2013

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

CC: Chris Schwartz
District 2

Subject: *Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City.*

BACKGROUND INFORMATION

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Staff has continued to work with Julie for applying for funds to aid the City in implementing these beach enhancements to improve the nearshore water quality. With this collaboration Julie was able to secure \$150,000 to begin implementation of the concept plans for Simmon's Island and Eichelman beaches. This will be part of a phased in approach to improve water quality of our beaches and nearshore Lake Michigan by the Kenosha Stormwater Utility and collaboration with outside funding sources.

RECOMMENDATION

Staff recommends approval for the addition of beach enhancements that will be funded through the Kenosha Stormwater Utility for Water Quality Improvements of the nearshore of Lake Michigan.

UNIVERSITY OF WISCONSIN OSHKOSH

ACADEMIC SUPPORT SERVICES AGREEMENT for Business Entities

This agreement is entered into between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin Oshkosh (hereafter University) and City of Kenosha (hereafter contractor):

Contractor's Name <u>City of Kenosha</u> Business Name (if applicable) <u>City of Kenosha</u> Address <u>625 52nd Street</u> City/State/Zip <u>Kenosha, WI 53140</u>	Federal Employer ID No. <u>39-6005481</u>
---	---

Beginning Service Date <u>9-1-13</u> Ending Service Date <u>6-1-14</u> Location (Bldg., Room) <u>City of Kenosha</u>	Fee not to exceed \$ <u>\$150,000</u> Expenses not to exceed \$ <u>Same as above</u> List of expenses to be paid <u>Beach restoration for Simmons Island and Eicheiman as per grant.</u>
--	--

Payment will be made within 30 days upon completion of services and/or receipt of a properly submitted invoice. See other side of this form for invoicing instructions.	Represents the University's interests and related considerations as outlined in this agreement Liaisons Name <u>City of Kenosha</u> Department <u>City Engineer</u> Phone No. <u>(262) 653-4149</u>
---	--

SCOPE OF SERVICE (Identify type of service and any conditions. Attach appendix if needed): See attached beach restoration plans. The municipality must complete beach restoration efforts consistent with the plans provided by Miller Engineers.



CONTRACTOR OR DESIGNEE'S SIGNATURE _____ **DATE** _____

UNIVERSITY ACCEPTANCE

The services to be provided are essential, reasonable and conform with applicable State Statutes and UW System policies and cannot be provided by current UW System employees.

PROGRAM ADMINISTRATOR'S SIGNATURE _____ **DATE** _____

DEAN OR DEPARTMENT APPROVAL (Optional) _____ **DATE** _____

CHANCELLOR/DELEGATED DESIGNEE or INSTITUTION CONTRACTING OFFICER APPROVAL _____ **DATE** _____

Department Number (Peoplesoft) 144 - 034132 - 4

Complete this form and forward to Purchasing with all attachments.

STANDARD TERMS AND CONDITIONS

TERMINATION OF CONTRACT: This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than thirty (30) days written notice of intent to terminate, and an opportunity for consultation with the terminating party prior to termination. Final payment will be adjusted to reflect actual work completed.

CHANGES: The University may, from time to time, request changes in the scope of services to be performed by the Contractor in this Agreement. These changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between both parties, shall be incorporated in written modifications to this Agreement.

NONDISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, sexual orientation, developmental disability as defined in Wisconsin Statutes s. 51.01(5) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The Contractor agrees to post in a conspicuous place, available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

EXAMINATION OF RECORDS: All records incurred under this Agreement are subject to audit by the University and/or the cognizant federal audit agency. The Contractor agrees to give government auditors access to its records where necessary to support costs relating to this contract.

COPYRIGHT: The Contractor affirms that to the best of its knowledge all materials furnished and used are its own original material or materials which they have obtained the copyright to use for the purposes of this Agreement. Written copies of copyright clearances may be required by the University.

The Contractor agrees that the copyright and all other rights pertaining to the work furnished under this Agreement, including any royalties or fees that may accrue, shall belong to the Board of Regents of the University of Wisconsin System.

PUBLICATION REQUIREMENTS: Any publication resulting from this Agreement must include the following acknowledgement of support, whether copyrighted or not: "This material is based upon work supported by..." The University and/or the sponsoring government agency reserve a royalty-free, nonexclusive and irrevocable License to reproduce, publish, otherwise use and to authorize others to use the work for government purposes.

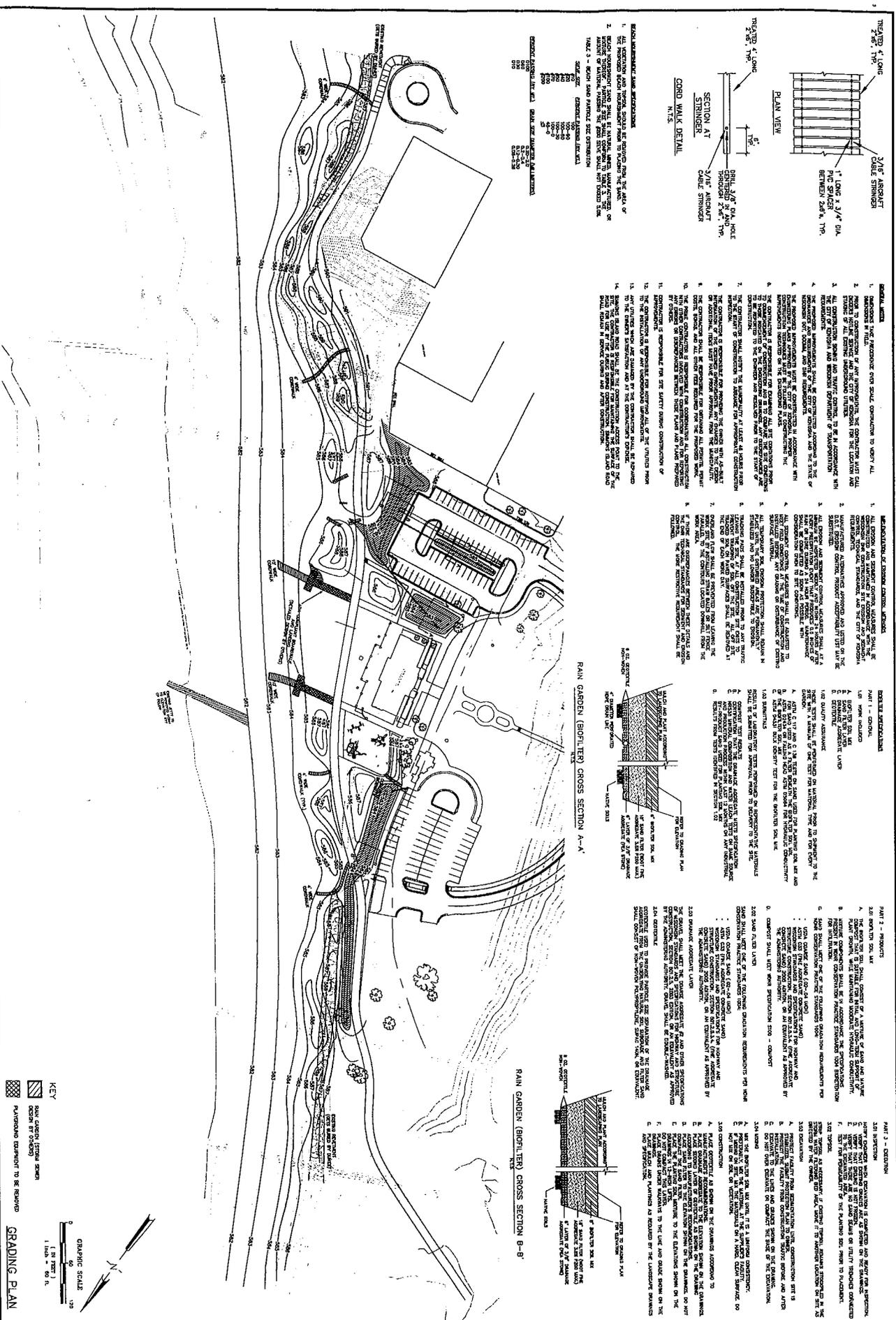
LIABILITY: The Contractor shall save, keep harmless and defend The State of Wisconsin, The Board of Regents of The University of Wisconsin System and all of its officers, employees and agents against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incidental to or arising out of the services performed under this Agreement.

INSURANCE: The Contractor may be required to show evidence of financial responsibility by providing certificate of insurance for worker's compensation and liability coverage as determined by UW System Administration Risk Management Office. Liability coverage shall include the Board of Regents of the University of Wisconsin System on behalf of the UW Institution as additional named insureds.

EMPLOYMENT: This Agreement does not and shall not create nor imply an employee/employer relationship between the Contractor and the University.

INVOICING: Itemized invoices referencing the Agreement # must be submitted to:

UW Oshkosh
Accounts Payable
PO Box 2884
Oshkosh, WI 54903-2884



KEY
 1. RAIN GARDEN (BIOTIER) SHOWS
 2. PLAYSPACE ELEMENTS TO BE REMOVED
 GRAPHIC SCALE
 1" = 10'
 1" = 20'
 1" = 40'

SCALE
 1" = 40'
 DATE
 8-7-2013
 BY
 TMO
 DWG
 2 OF 3
 SHEET
 2 OF 3

UW OSHKOSH
 SIMMONS ISLAND
 5001 SIMMONS ISLAND DRIVE
 KENOSHA, WISCONSIN

MILLER
 ENGINEERS
 SCIENTISTS
 530 S. S. 12th Street
 Sheboygan, WI 53081-8099
 Phone 920-456-8184
 Fax 920-456-8185
 www.miller-engineers.com



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

PARK DIVISION
JEFF WARNOCK
SUPERINTENDENT

FLEET MAINTENANCE
MAURO LENCI
SUPERINTENDENT

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

WASTE DIVISION
ROCKY BEDNAR
SUPERINTENDENT

DEPARTMENT OF PUBLIC WORKS

MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL PUBLICWORKS@KENOSHA.ORG

September 26, 2013

To: Michael Orth, Chairman
Park Commission

From: Shelly Billingsley, P.E.
Deputy Director of Public Works / City Engineer

CC: Chris Schwartz
District 2

Subject: *Approval of Grant Agreement between the State of Wisconsin Department of Natural Resources and the City (of Kenosha) for the Kenosha Harbor Feasibility Study.*

BACKGROUND INFORMATION

Staff has been working with a consultant to complete the Kenosha Harbor Feasibility Study and find outside funding to complete the very detailed and comprehensive study of the Harbor and entrance to the Marina. The Consultant, with the aid of staff, have secured an additional \$25,000 to put towards the Study funds as allocated in the 2013 Capital Improvement plan.

The Harbor Feasibility Study will include the following analysis:

- Bathymetric Survey – specialized sonar survey combined with GPS to map the entire harbors bottom contours
- Preliminary Numeric Modeling – Modeling will be performed under existing conditions, identified possible alternatives and ultimate recommendations.
- Schematic Design Drawings – Any recommendations that are supported within the study will have schematic design drawings developed.
- Permitting Plan – Code compliance will be evaluated for any ultimate recommendations.
- Inner Harbor Infrastructure Inventory & Prioritization – Analyze public access points and infrastructure.
- Phasing Plan – Probable construction costs will be developed for an ultimate recommendation with possible outside funding options.

RECOMMENDATION

Staff recommends approval of grant agreement and authorizes the Director of Public Works to execute the agreement and administer all grant requirements.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



September 11, 2013

► **REQUIRES IMMEDIATE ACTION** ◀
Boating Infrastructure
Grant# FY13B2TEDH
Grant Amount: \$25,000.00

Michael M. Lemens, Interim Director Of Public Works
City Of Kenosha
625 52nd St, Room 208
Kenosha, WI 53140

Dear Mr. Lemens:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *Kenosha Harbor Feasibility Study*

Please review the agreement and return the original signed by the authorized official **within 30 days of this letter's date** to Kathleen Wolski at the Southeast Region, 2300 N Dr Martin Luther King Jr Dr, Milwaukee, WI 53212. The second copy is for your file. Funds will be encumbered when the signed agreement is returned. Please read the items checked below. They apply to your project and grant award.

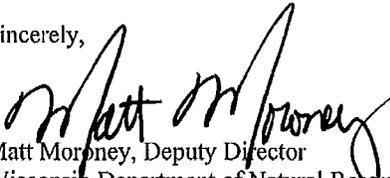
Grant Award Time Period: July 1, 2013 through June 30, 2015. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: Your reimbursement check will be mailed to City Of Kenosha, Michael M. Lemens, 625 52nd St, Room 208, Kenosha, WI 53140. This is the check recipient that appears in our records.

Changes to the approved project scope may not be made without prior approval from the Department.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Kathleen. Feel free to contact Kathleen at 414-263-8670, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,


Matt Moroney, Deputy Director
Wisconsin Department of Natural Resources

Enclosure(s)

C: Kathleen Wolski – SER

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor		Project Number
City Of Kenosha		FY13B2TEDH
Project Title		
Kenosha Harbor Feasibility Study		
Period Covered by This Agreement		Name of Program
July 1, 2013 Through June 30, 2015		Boating Infrastructure Grant Program
Project Scope and Description of Project		
<p>The City of Kenosha will develop a feasibility study and alternatives analysis of the Lake Michigan Kenosha harbor area. This will entail gathering the City's historical bathymetric and dredging data, conducting a new bathymetric survey, numeric modeling and preliminary engineering required to achieve a sustainable, all-weather harbor for non-trailerable transient recreational boats.</p>		
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:
Total Project Cost	\$126,000.00	<ol style="list-style-type: none"> 1. 50 CFR Part 86, 43 CFR Part 12 2. US Fish & Wildlife Grant Award dated 09/05/2013
Cost-Share Percentage	20%	
State Aid Amount	\$25,000.00	
Project Sponsor Share	\$101,000.00	

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Boating Infrastructure and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$25,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 75 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

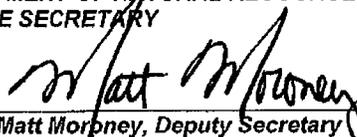
The federal funds for this project are part of a Sport Fish Restoration grant Boating Infrastructure Grant (BIG) program (FY13YB2/F13AP00986), awarded to Department of Natural Resources and administered by the U. S. Fish and Wildlife Service. As a

subrecipient of these federal funds, the sponsor agrees to comply with the following federal financial administration requirements: 2CFR Part 225 for cost principles, Office Management and Budget (OMB) circulars A-102 for administrative requirements and A-133 for audit requirements, and Federal Rules 50CFR Part 86 and 43 CFR Part 12. The sponsor agrees to have an audit in accordance with OMB Circular A-133 if they expend \$500,000 or more in federal awards during the fiscal year.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By 
Matt Moroney, Deputy Secretary
Wisconsin Department of Natural Resources

(Title)

9/11/13

(Date)

(Date)



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Wildlife and Sport Fish Restoration Programs
5600 American Boulevard West, Suite 990
Bloomington, Minnesota 55437-1458

IN REPLY REFER TO:

FWS/R3/MBSP-WSFR

September 5, 2013

Ms. Cathy Stepp, Secretary
Department of Natural Resources
P.O. Box 7921, 101 South Webster Street
Madison, Wisconsin 53703

Dear Ms. Stepp:

This letter is to notify you that we have approved your Application for Federal Assistance (AFA or SF-424) and supporting grant documents in our Financial and Business Management System (FBMS) as follows:

FBMS Grant/Modification Number: F13AP00986
 Grant Title: BIG Tier 1 FY13
 CFDA Number(s): ~~15.605~~ 15.622 per Linnea Moy Fish+Wildlife 9/12/13
 Effective Date: July 1, 2013
 Start Date: July 1, 2013
 End Date: June 30, 2015

Performance and Financial (SF-425) Reporting Milestones:
Interim Reports Due: September 28, 2014
Final Reports Due: September 28, 2015

The approved Federal share, Federal funds obligated, and Subject to Availability of Funding (SAF) amounts by FBMS Work Breakdown Structure (WBS) are as follows:

Federal Program	FBMS WBS Number	Federal Share Approved	Federal Funds Obligated	Federal Funds SAF
BIGP (Round 2)	FGWF97710300000	\$25,000.00	\$25,000.00	\$0.00
	Total	\$25,000.00	\$25,000.00	\$0.00

An AFA (SF-424) modification (revision or continuation) will be required to add or delete a project, increase or decrease the Federal funds, modify the period of performance, and/or change key personnel on the Grant.

Kenosha Harbor

TERMS OF ACCEPTANCE:

Acceptance of a Federal Financial award from the U.S. Fish and Wildlife Service (Service) carries with it the responsibility to be aware of and comply with the terms and conditions of the award

(http://www.doi.gov/pam/programs/financial_assistance/TermsandConditions.cfm and Department of Interior Policy, 305 DM 3, "Integrity of Scientific and Scholarly Activities"). Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by, the Service and are subject to the terms and conditions incorporated in pertinent Federal regulations, policies, and guidelines, which can be found at <http://wsfrprograms.fws.gov/Subpages/ToolkitFiles/toolkit.pdf> and with the conditions detailed below.

CONDITIONS:

REPORTS: For guidance on financial and performance reporting requirements, reference Service Manual Chapters 516 FW 1 and 516 FW 2, and 43 CFR 12.80 and 12.81. Key requirements are as follows:

Financial Grantees must use the SF-425, Federal Financial Report, for reporting the status of funds under an award. Financial reports will contain cumulative cost information.

Performance For Performance Reporting requirements refer to 43 CFR 12.80 and Service Manual Chapter 516 FW 2 and other related chapters.

Performance Reports will contain, for each grant, brief information on the following: a comparison of planned versus actual accomplishments including costs as outlined in the grant, the reasons for slippage if objectives were not met; and additional pertinent information including explanation of cost overruns. Cost figures in the programmatic performance reports are not subject to audit and may not reflect certified costs identified on the Federal Financial Report.

Performance reporting for land acquisition grants requires more extensive reporting due to the permanent Federal interest in such property. For land acquisition grants, performance reporting will include a Lands Summary Statement and associated documents such as, but not limited to, appraisals, appraisal reviews, transaction summaries, title vesting evidence, State Attorney General Certificates, plats, survey maps and other miscellaneous documentation.

Due Dates Grantees must submit final Federal Financial and Performance Reports to the Wildlife and Sport Fish Restoration (WSFR) Chief no later than 90 calendar days after the ending date of the funding period or termination of grant support.

Grantees must submit interim Federal Financial and Performance Reports to the WSFR Chief annually no later than the month/day noted above in the Reporting Milestones section.

REQUESTS FOR REPORTING DUE DATE EXTENSIONS MUST BE RECEIVED BY THE WSFR CHIEF BEFORE THE ORIGINAL DUE DATE. Due dates may be extended 90 calendar days by the Service upon receipt of a written request addressed to the WSFR Chief (or the WSFR Chief's fiscal/program representative) identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The WSFR Chief may, upon receipt of a written request from the grantee, approve an additional extension if justified by a catastrophe that significantly impairs the grantee's operations.

Sanctions for Noncompliance Failure to comply with reporting requirements will result in various sanctions which are detailed in Service Manual Chapter 516 FW 1.13 through 1.16.

LEVEL OF COST ACCOUNTING

Grantee must certify and is accountable for cost data at the FBMS Grant Number level.

MATCHING (COST SHARING)

Grantee must certify and is accountable for matching (cost sharing) at the FBMS Grant Number level.

PRE-AGREEMENT COSTS

In accordance with 50 CFR 80.94, pre-agreement costs in the amount of \$25,000.00 specified in the grant documents are approved.

FEDERAL SHARE NOT TO EXCEED 75 PERCENT

Grant is eligible for reimbursement of amount obligated, not to exceed 75 percent of total expenditures.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

In accordance with 2 CFR Part 170, the grantee is required to report first-tier sub-award obligations of \$25,000 or more in the Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSFR - URL: <http://www.fsrs.gov>) when certain conditions apply. In addition, grantees **AND** sub-grantees are required to report executive compensation of the five most highly compensated executives for the preceding fiscal year when certain conditions apply. Refer to FFATA Guidance in Service Memorandum dated February 23, 2012 for questions and answers (Q&A).

SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIVERSAL IDENTIFIER (DUNS)

In accordance with 2 CFR Subtitle A, Chapter I, and Part 25, grantees are required to register in the SAM (URL: <https://www.sam.gov/portal/public/SAM/>) prior to submitting a grant application. Registration in SAM is required in order to enable FBMS payments to

grantees in the U.S. Treasury Automated Application for Payments (ASAP) system. The grantee is also responsible for actively (at least annually) ensuring that the information in SAM remains current, accurate, and complete while it has active, open grant awards. Further, the grantee must furnish its Dun & Bradstreet Data Universal Numbering System (DUNS) number in each grant application (SF-424). In addition, grantees must obtain DUNS numbers from sub-grantees prior to issuing sub-awards under Service awards. Refer to Appendix A to Part 25 for the complete award term and details.

USEFUL LIFE

The Service concurs in the useful life or the lengthened useful life that the grantee proposed for each capital improvement that will be constructed or rehabilitated under this grant.

If you should have any questions, please contact our office at 612-713-5130.

Sincerely,



James B. Hodgson, Chief
Wildlife and Sport Fish Restoration Programs

cc: Ms. Carol Bentzler, Federal Aid Coordinator

RESOLUTION NO. _____

SPONSOR: ALDERPERSON DAVID F. BOGDALA

TO URGE THE MAYOR TO INCLUDE IN THE CITY OF KENOSHA CAPITAL IMPROVEMENT PLAN FOR 2014 THE AMOUNT OF \$300,000 FOR RESURFACING OF A PORTION OF 104TH AVENUE

WHEREAS, the City of Kenosha has a duty to maintain its infrastructure, including all roads, while at the same time being mindful of all citizens' tax dollars, and

WHEREAS, alderpersons have a duty to respond to the needs of citizens in their districts and report and recommend enhancements and improvements in their respective districts, and

WHEREAS, alderpersons have identified the need to resurface 104th Avenue, between 64th and 60th Streets, comprising about 1,584 linear feet, due to safety concerns; and

WHEREAS, jurisdiction for 104th Avenue, between 64th and 60th Streets is shared (is a “common road”) with the Town of Somers; and

WHEREAS, the City of Kenosha has other common roads for which jurisdiction is shared with other municipalities, an example of such common road being 47th Avenue, the repair for which the City partnered with the Town of Somers, splitting the cost therefor with the Town of Somers; and

WHEREAS, during Mayor's comments at the Common Council meeting on August 19, 2013, the Mayor stated, "the intent of this Administration and the Administration of Somers is to work on that same process [as was used for the partnership for repair of 47th Avenue] in dealing with these roads that are in question [including 104th Avenue] and have been in question for a long time;" and

WHEREAS, the Common Council City of Kenosha annually reviews and approves a five-year Capital Improvement Plan presented by the Mayor, which includes capital expenditures such as road construction, improvement, and repair.

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Kenosha to urge the Mayor to include within the 2014 Capital Improvement Plan the amount of \$300,000 specifically for the resurfacing of 104th Avenue between its intersections with 60th Street and 64th Street.

BE IT FURTHER RESOLVED by the Common Council for the City of Kenosha to urge the Mayor to communicate with the Town of Somers to negotiate an equitable sharing of costs for the necessary resurfacing of 104th Avenue between its intersections with 60th Street and 64th Street.

Adopted this ____ day of _____, 2013.

ATTEST: _____ City Clerk
Debra Salas

APPROVED: _____ Mayor Date: _____
Keith G. Bosman

Drafted By:
Edward R. Antaramian
City Attorney



Engineering Division
Shelly Billingsley
Director of Engineering
Fleet Maintenance
Mauro Lenci
Superintendent
Park Division
Jeff Warnock
Superintendent

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

DEPARTMENT OF PUBLIC WORKS

Michael M. Lemens, P.E., Director
Shelly Billingsley, P.E., Deputy Director

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

October 3, 2013

To: Daniel Prozanski Jr., Chairman
Finance

Eric Haugaard, Chairman
Public Works

From: Sean Von Bergen, P.E. 
Assistant City Engineer
10/4/2013

CC: David Bogdala, Alderman
District 17

Subject: *Proposed resolution by Alderperson David F. Bogdala - To Urge the Mayor to Include in the City of Kenosha Capital Improvement Plan for 2014 the Amount of \$300,000.00 for Resurfacing of a Portion of 104th Avenue. (Also referred to PW) (Deferred 09/16/13)*

BACKGROUND INFORMATION

Chairman Prozanski asked staff to provide the Finance Committee with the WISLR data used for rating the Cities roadways.

PASER ratings (WISLR data) are submitted to WisDOT every two (2) years on the odd calendar year. All roadway data attached and listed below are from the Cities 2011 rating year as our 2013 PASER ratings have yet to be uploaded at WisDOT. PASER ratings are on a scale of 1-10 with 10 being a newly constructed or reconstructed roadway and 1 being a roadway in very poor condition. A summary of the Cities 2011 PASER rating is listed in the table to the right and a graph from WISLR of the PASER ratings is attached. The complete 2011 PASER ratings are posted on the Alderman page for your use.

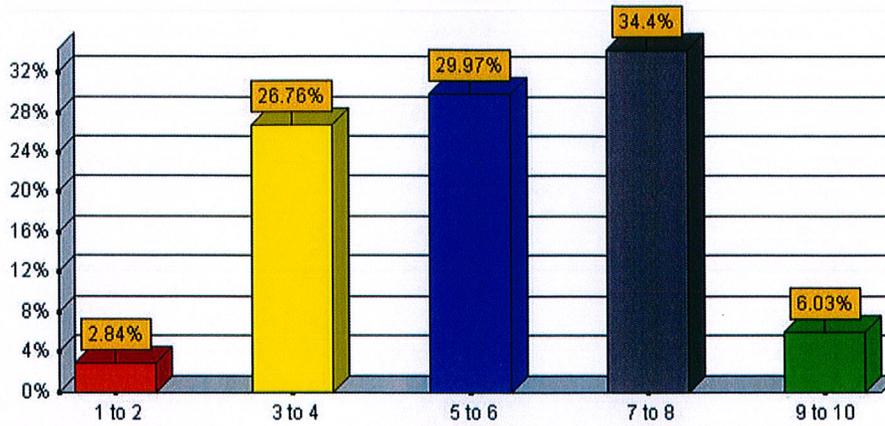
PASER Rating	Number of City Blocks
1	8
2	154
3	519
4	573
5	571
6	596
7	722
8	540
9	135
10	95

The section of 104th Avenue in question from CTH K to 64th Street had a 2011 PASER rating of 3. There are 518 other blocks of roadway within the City that also have a 2011 PASER rating of 3. There are 162 blocks of roadway with a 2011 PASER rating worse than this section of 104th Avenue (2011 PASER rating of 1 or 2).

RECOMMENDATION

Staff has no recommendation.

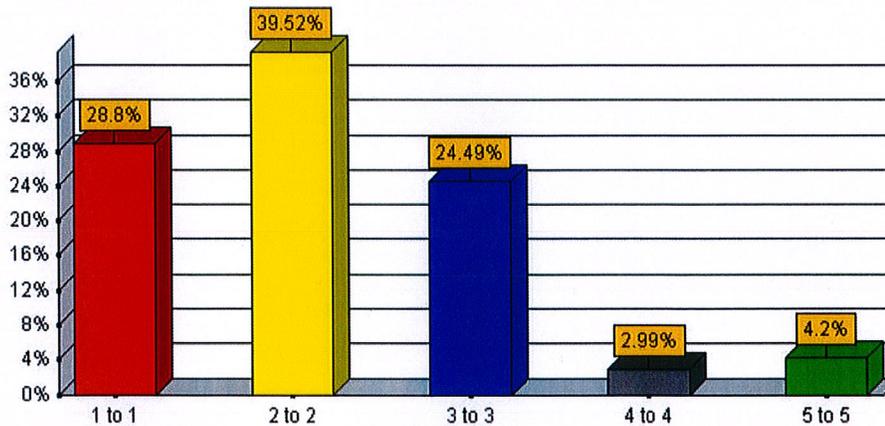
Condition Frequency Report - Paved City of Kenosha



Rating Range

- Based on 307.00 miles of rated roadways.
- There are 2.66 miles of unrated roadways.
- Paved: 45,50,52,55,57,60,65,70,75

Condition Frequency Report - Unpaved City of Kenosha

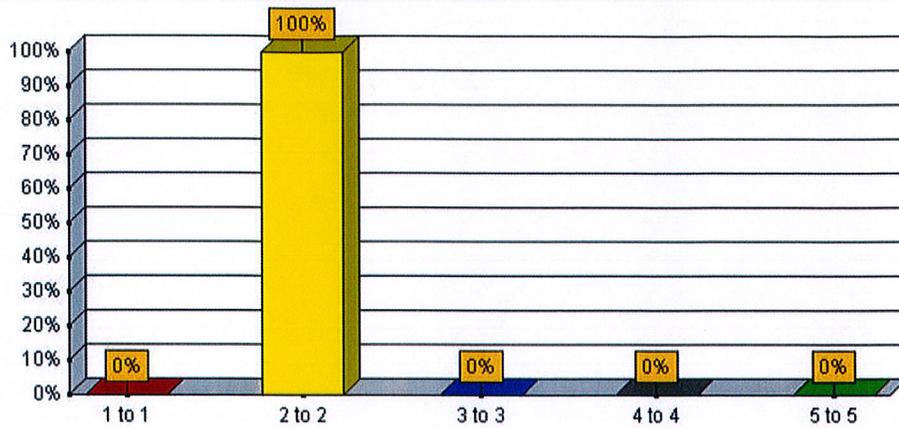


Rating Range

- Based on 1.16 miles of rated roadways.
- Unpaved: 35,40

***The information shown is based on actual data. Pavement sections without actual rating data were not included in this analysis.*

Condition Frequency Report - Brick and Block City of Kenosha



Rating Range

- Based on 0.84 miles of rated roadways.
- Brick and Block: 80

***The information shown is based on actual data. Pavement sections without actual rating data were not included in this analysis.*

RESOLUTION NO. _____

Amendments presented at Board of Parks Commissioners

SPONSOR: ALDERPERSON KEVIN E. MATHEWSON

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2013 BY DECREASING PK-03-001 “PARK RENOVATIONS” IN THE AMOUNT OF \$15,000 AND TO CREATE CAPITAL IMPROVEMENT LINE ITEM PK-03-002 “ROOSEVELT PARK PLAYGROUND EQUIPMENT” IN THE AMOUNT OF \$15,025,500 WITH FUNDING FROM OUTSIDE SOURCES IN THE AMOUNT OF \$10,500, FOR A NET CHANGE OF \$0

WHEREAS, Roosevelt Park is a City park of approximately six acres generally located at 6801 - 34th Avenue; and

WHEREAS, the proximity of Roosevelt Park being immediately north of Roosevelt Elementary School and adjacent to residential areas, which residential areas generally contain older, single-family homes, makes the park conducive for use by neighborhood children; and

WHEREAS, Roosevelt Park has amenities such as a baseball diamond, a spray pad, and basketball and tennis courts, which attract families from outside of its adjacent neighborhoods; and

WHEREAS, Roosevelt Park has play equipment, such as swing sets, that are widely used despite being limited in variety and outdated, and further, that due to the age of the play equipment, are in need of frequent repair; and

WHEREAS, the tennis courts and swings are scheduled to be removed in 2014, which removal creates opportunity for replacing those items with functional and convenient play equipment; and

WHEREAS, the Roosevelt Elementary School Parent Teacher Organization has communicated with City staff about possible upgrades to existing play equipment at Roosevelt Park so that the students and the community can benefit from the new amenities; and

WHEREAS, the President of the Roosevelt Elementary School Parent Teacher Organization has met with the City's Parks Superintendent, and together they have concurred on appropriate upgrades to existing play equipment at Roosevelt Park that will cost an estimated amount of

\$25,500; and

WHEREAS, the Roosevelt Elementary School Parent Teacher Organization has approved a donation of \$10,500 toward the acquisition and installation the appropriate upgrades to existing play equipment at Roosevelt Park; and

NOW, THEREFORE BE IT RESOLVED that the Common Council urges the Board of Park Commissioners to install new play equipment of the type recommended by the City's Park Superintendent, at Roosevelt Park as soon as practicable after funds are appropriated for such play equipment acquisition and installation.

BE IT FURTHER RESOLVED by the Common Council for the City of Kenosha the Capital Improvement Program be, and hereby amended as follows:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
PK-03-001	Park Renovations	\$51,933	(\$15,000)	\$36,933
PK-03-002	Roosevelt Playground Equipment	0	\$ 25,500 15,000	\$25,500.00 15,000 0
<u>PK-03-002</u>	<u>Roosevelt Playground Equipment (Outside Funding)</u>	<u>0</u>	<u>[\$10,500.00]</u>	<u>[\$10,500.00]</u>

Adopted this ____ day of _____, 2013.

ATTEST: _____ City Clerk
Debra Salas

APPROVED: _____ Mayor Date: _____
Keith Bosman

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

SPONSOR: ALDERPERSON KEVIN E. MATHEWSON

TO AMEND THE CITY OF KENOSHA CAPITAL IMPROVEMENT PROGRAM FOR 2013 BY DECREASING PK-03-001 “PARK RENOVATIONS” IN THE AMOUNT OF \$15,000 AND TO CREATE CAPITAL IMPROVEMENT LINE ITEM PK-03-002 “ROOSEVELT PARK PLAYGROUND EQUIPMENT” IN THE AMOUNT OF \$15,000 FOR A NET CHANGE OF \$0

WHEREAS, Roosevelt Park is a City park of approximately six acres generally located at 6801 - 34th Avenue; and

WHEREAS, the proximity of Roosevelt Park being immediately north of Roosevelt Elementary School and adjacent to residential areas, which residential areas generally contain older, single-family homes, makes the park conducive for use by neighborhood children; and

WHEREAS, Roosevelt Park has amenities such as a baseball diamond, a spray pad, and basketball and tennis courts, which attract families from outside of its adjacent neighborhoods; and

WHEREAS, Roosevelt Park has play equipment, such as swing sets, that are widely used despite being limited in variety and outdated, and further, that due to the age of the play equipment, are in need of frequent repair; and

WHEREAS, the tennis courts and swings are scheduled to be removed in 2014, which removal creates opportunity for replacing those items with functional and convenient play equipment; and

WHEREAS, the Roosevelt Elementary School Parent Teacher Organization has communicated with City staff about possible upgrades to existing play equipment at Roosevelt Park so that the students and the community can benefit from the new amenities; and

WHEREAS, the President of the Roosevelt Elementary School Parent Teacher Organization has met with the City's Parks Superintendent, and together they have concurred on appropriate upgrades to existing play equipment at Roosevelt Park that will cost an estimated amount of \$25,500; and

WHEREAS, the Roosevelt Elementary School Parent Teacher Organization has approved a donation of \$10,500 toward the acquisition and installation the appropriate upgrades to existing play equipment at Roosevelt Park; and

NOW, THEREFORE BE IT RESOLVED that the Common Council urges the Board of Park Commissioners to install new play equipment of the type recommended by the City's Park Superintendent, at Roosevelt Park as soon as practicable after funds are appropriated for such play equipment acquisition and installation.

BE IT FURTHER RESOLVED by the Common Council for the City of Kenosha the Capital Improvement Program be, and hereby amended as follows:

Line Item	Description	Available Authorization	Authorization Adjustment	Amended Authorization
PK-03-001	Park Renovations	\$51,933	(\$15,000)	\$36,933
PK-03-002	Roosevelt Playground Equipment	0	\$15,000	\$15,000

Adopted this ____ day of _____, 2013.

ATTEST: _____ City Clerk
Debra Salas

APPROVED: _____ Mayor Date: _____
Keith Bosman

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION _____

SPONSOR: THE MAYOR

**TO ASSIGN NEW WARD POLLING PLACES AND COMBINE
WARD POLLING PLACES FOR VOTING PURPOSES**

WHEREAS, Wisconsin Statute Section 5.25(3) provides that polling places shall be established for each election at least 30 days before the election; and

WHEREAS, Wisconsin Statute Section 5.15(6)(b) permits the governing body of any municipality by resolution to combine two or more wards for voting purposes to facilitate using a common polling place.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the following named locations described in Attachment A attached hereto and incorporated herein be established as ward polling places and such wards be combined for voting purposes as allowed by Sections 5.25(3) and 5.15(6)(a).

Adopted this _____ day of _____, 2013.

ATTEST:

Debra Salas, City Clerk/Treasurer

APPROVED:

Keith G. Bosman, Mayor

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

City of Kenosha Polling Places
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 01	1	Bose Elementary School	1900-15 th Street	District 4	1	22	64	KUSD	729	No
Ward 16	4	Bose Elementary School	1900-15 th Street	District 4	1	22	64	KUSD	446	Change
								TOTAL	1175	0
Ward 09	3	NEW TO Brass FROM Senior Citizen Center	2717-67th Street	District 11	1	22	65	KUSD	622	
Ward 10	3	Brass Community School	6400-15 th Avenue	District 7	1	22	65	KUSD	556	
Ward 11	3	Brass Community School	6400-15 th Avenue	District 2	1	22	65	KUSD	520	
Ward 33	8	MOVE TO Senior Citizen Center	2767-67th Street	District 7	1	22	65	KUSD	-42	
Ward 36	12	Brass Community School	6400-15 th Avenue	District 8	1	22	65	KUSD	333	
								TOTAL	2031	580
Ward 47	10	MOVE TO Kenosha Transit Facility	4303-39th Avenue	District 14	1	22	64	KUSD	-276	
Ward 50	11	MOVE TO Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	22	64	KUSD	-612	
Ward 51	11	Curtis Strange Elementary School	5414-49 th Avenue	District 14	1	22	65	KUSD	395	
Ward 53	11	Curtis Strange Elementary School	5414-49 th Avenue	District 11	1	22	65	KUSD	320	
Ward 83	10	MOVE TO Kenosha Transit Facility	4303-39th Avenue	District 10	1	22	64	KUSD	0	
Ward 84	11	Curtis Strange Elementary School	5414-49 th Avenue	District 14	1	22	64	KUSD	364	
Ward 85	11	Curtis Strange Elementary School	5414-49 th Avenue	District 11	1	22	64	KUSD	41	
								TOTAL	1120	-888
Ward 26	6	Edward Bain School of Language and Art	2600-50 th Street	District 6	1	22	65	KUSD	423	
Ward 27	7	Edward Bain School of Language and Art	2600-50 th Street	District 6	1	22	65	KUSD	714	
Ward 29	7	Edward Bain School of Language and Art	2600-50 th Street	District 7	1	22	65	KUSD	526	
Ward 30	7	NEW TO Bain FROM Frank Elementary School	1816-57th Street	District 7	1	22	65	KUSD	508	
								TOTAL	2171	508
Ward 55	15	MOVE TO VFW Post #1865	6618-39th Avenue	District 11	1	22	65	KUSD	-451	
Ward 57	15	Forest Park Elementary School	6810-45 th Avenue	District 12	1	22	65	KUSD	916	
Ward 58	15	Forest Park Elementary School	6810-45 th Avenue	District 9	1	22	65	KUSD	56	
Ward 65	14	MOVE TO Lance Middle School	4515-80th Street	District 12	1	22	64	KUSD	-35	
Ward 86	15	Forest Park Elementary School	6810-45 th Avenue	District 11	1	22	64	KUSD	236	
Ward 87	15	Forest Park Elementary School	6810-45 th Avenue	District 12	1	22	64	KUSD	491	
								TOTAL	1699	-486
Ward 07	2	MOVE TO Kenosha Public Museum	5500-1st Avenue	District 7	1	22	65	KUSD	-566	Remove Frank School
Ward 30	7	MOVE TO Edward Bain School of Language and Art	2600-50th Street	District 7	1	22	65	KUSD	-508	
								TOTAL	-1074	-1074

City of Kenosha Polling Places
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 50	11	NEW TO Guttormsen FROM Curtis Strange Elementary School	5414-49th Avenue	District 14	1	22	64	KUSD	612	
Ward 68	16	Guttormsen Recreation Center	5411 Green Bay Road	District 5	1	22	64	KUSD	426	
Ward 70	16	Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	22	64	KUSD	27	
Ward 72	16	Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	22	64	KUSD	789	
Ward 88	16	Guttormsen Recreation Center	5411 Green Bay Road	District 14	1	21	61	KUSD	0	
								TOTAL	1854	612
		<i>Hobbs Park</i>	<i>4500-30th Avenue</i>							
Ward 28	7	MOVE TO KUSD Office Building	3600-52nd Street	District 10	1	22	65	KUSD	-462	Remove Hobbs Park
								TOTAL	-462	-462
Ward 02	1	Holy Nativity Evangelical Lutheran Church	2313-17 th Avenue	District 1	1	22	64	KUSD	621	
Ward 03	1	Holy Nativity Evangelical Lutheran Church	2313-17 th Avenue	District 1	1	22	64	KUSD	686	
Ward 17	5	Holy Nativity Evangelical Lutheran Church	2313-17 th Avenue	District 4	1	22	64	KUSD	206	No
Ward 18	5	Holy Nativity Evangelical Lutheran Church	2313-17 th Avenue	District 6	1	22	64	KUSD	797	Change
								TOTAL	2310	0
Ward 41	9	MOVE TO Kenosha County Job Center, Room N	8600 Sheridan Road	District 3	1	22	65	KUSD	-591	
Ward 42	9	MOVE TO Kenosha County Job Center, Room N	8600 Sheridan Road	District 3	1	22	65	KUSD	-468	
Ward 43	9	Jane Vernon Elementary School	8518-22nd Avenue	District 3	1	22	65	KUSD	905	
Ward 62	13	Jane Vernon Elementary School	8518-22nd Avenue	District 3	1	22	65	KUSD	961	
								TOTAL	1866	-1059
		<i>Jantz Club</i>	<i>2604 Washington Rd</i>							
Ward 25	6	MOVE TO Moose Lodge	3003-30th Avenue	District 6	1	22	64	KUSD	-857	Remove Jantz Club
Ward 81	6	MOVE TO St. John's Lutheran Church	3833-8th Avenue	District 6	1	22	65	KUSD	-360	
								TOTAL	-1217	-1217
Ward 44	9	Jeffery Elementary School	4011-87th Street	District 9	1	22	65	KUSD	588	No
Ward 67	14	Jeffery Elementary School	4011-87th Street	District 9	1	22	65	KUSD	847	Change
								TOTAL	1435	0

City of Kenosha Polling Places
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 73	16	Journey Church	10700-75 th Street	District 13	1	22	64	KUSD	677	
Ward 74	16	Journey Church	10700-75 th Street	District 13	1	22	64	Paris J1	2	
Ward 75	16	Journey Church	10700-75 th Street	District 13	1	22	64	Bristol #1	371	
Ward 76	17	Journey Church	10700-75 th Street	District 14	1	22	64	KUSD	466	
Ward 77	17	Journey Church	10700-75 th Street	District 13	1	22	64	KUSD	848	
Ward 78	17	Journey Church	10700-75 th Street	District 13	1	22	64	KUSD	856	
Ward 79	17	Journey Church	10700-75 th Street	District 13	1	22	64	KUSD	828	
Ward 89	16	Journey Church	10700-75 th Street	District 19	1	21	61	Paris J1	1	No
Ward 90	16	Journey Church	10700-75 th Street	District 15	1	21	61	KUSD	6	Change
								TOTAL	4055	0
Ward 54	15	Kenosha Bible Church	5405-67 th Street	District 12	1	22	64	KUSD	934	
Ward 63	14	Kenosha Bible Church	5405-67 th Street	District 12	1	22	64	KUSD	613	No
Ward 71	16	Kenosha Bible Church	5405-67 th Street	District 12	1	22	64	KUSD	344	Change
								TOTAL	1891	0
Ward 39	12	Kenosha County Job Center, Room N	8600 Sheridan Road	District 3	1	22	65	KUSD	711	
Ward 40	9	Kenosha County Job Center, Room N	8600 Sheridan Road	District 2	1	22	65	KUSD	321	
Ward 41	9	NEW TO Job Center FROM Jane Vernon Elementary School	8518-22nd Avenue	District 3	1	22	65	KUSD	591	
Ward 42	9	NEW TO Job Center FROM Jane Vernon Elementary School	8518-22nd Avenue	District 3	1	22	65	KUSD	468	
								TOTAL	2091	1059
Ward 05	2	Kenosha Public Museum	5500-1 st Avenue	District 1	1	22	65	KUSD	533	
Ward 06	2	Kenosha Public Museum	5500-1 st Avenue	District 1	1	22	65	KUSD	501	
Ward 07	2	NEW TO Museum FROM Frank Elementary School	1816-57th Street	District 7	1	22	65	KUSD	566	
Ward 08	2	Kenosha Public Museum	5500-1 st Avenue	District 2	1	22	65	KUSD	1051	
								TOTAL	2651	566
Ward 45	10	Kenosha Transit Facility	4303-39 th Avenue	District 5	1	22	64	KUSD	411	
Ward 46	10	Kenosha Transit Facility	4303-39 th Avenue	District 10	1	22	65	KUSD	520	
Ward 47	10	NEW TO Transit FROM Curtis Strange Elementary School	5414-49th Avenue	District 14	1	22	64	KUSD	276	
Ward 48	10	Kenosha Transit Facility	4303-39 th Avenue	District 10	1	22	65	KUSD	379	
Ward 69	16	Kenosha Transit Facility	4303-39 th Avenue	District 10	1	22	64	KUSD	76	
Ward 82	10	Kenosha Transit Facility	4303-39 th Avenue	District 10	1	22	64	KUSD	215	
Ward 83	10	NEW TO Transit FROM Curtis Strange Elementary School	5414-49th Avenue	District 10	1	22	64	KUSD	0	
								TOTAL	1877	276

City of Kenosha Polling Places
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 28	7	NEW TO KUSD FROM Hobbs Park	4500-30th Avenue	District 10	1	22	65	KUSD	462	
Ward 49	10	KUSD Office Building	3600-52 nd Street	District 10	1	22	65	KUSD	494	
Ward 52	11	KUSD Office Building	3600-52 nd Street	District 10	1	22	65	KUSD	751	
								TOTAL	1707	462
Ward 64	14	Lance Middle School	4515-80 th Street	District 12	1	22	64	KUSD	822	
Ward 65	14	NEW TO Lance FROM Forest Park Elementary School	6810-45th Avenue	District 12	1	22	64	KUSD	35	
Ward 66	14	Lance Middle School	4515-80 th Street	District 9	1	22	65	KUSD	1331	
								TOTAL	2188	35
Ward 19	4	Messiah Lutheran Church	2026-22 nd Avenue	District 6	1	22	64	KUSD	319	
Ward 20	5	Messiah Lutheran Church	2026-22 nd Avenue	District 5	1	22	64	KUSD	667	
Ward 21	5	Messiah Lutheran Church	2026-22 nd Avenue	District 4	1	22	64	KUSD	206	No
Ward 22	5	Messiah Lutheran Church	2026-22 nd Avenue	District 5	1	22	64	KUSD	1520	Change
								TOTAL	2712	0
Ward 23	6	Moose Lodge	3003-30 th Avenue	District 5	1	22	64	KUSD	442	
Ward 24	6	Moose Lodge	3003-30 th Avenue	District 5	1	22	64	KUSD	767	
Ward 25	6	NEW TO Moose FROM Jantz Club	2604 Washington Road	District 6	1	22	64	KUSD	857	
								TOTAL	2066	857
Ward 13	4	Northside Library	1500-27 th Avenue	District 4	1	22	64	KUSD	803	
Ward 14	4	Northside Library	1500-27 th Avenue	District 4	1	22	64	KUSD	704	No
Ward 15	4	Northside Library	1500-27 th Avenue	District 4	1	22	64	KUSD	962	Change
								TOTAL	2469	0
Ward 09	3	MOVE TO Brass Community School	6400-15th Avenue	District 11	1	22	65	KUSD	-622	
Ward 31	8	Senior Citizen Center	2717-67 th Street	District 11	1	22	65	KUSD	905	
Ward 32	8	Senior Citizen Center	2717-67 th Street	District 8	1	22	65	KUSD	354	
Ward 33	8	NEW TO Senior Citizen FROM Brass Community School	6400-15th Avenue	District 7	1	22	65	KUSD	42	
Ward 35	8	Senior Citizen Center	2717-67 th Street	District 8	1	22	65	KUSD	975	
								TOTAL	2276	-580
Ward 12	3	Southport Beach House	7825-1 st Avenue	District 2	1	22	65	KUSD	660	
Ward 37	12	Southport Beach House	7825-1 st Avenue	District 8	1	22	65	KUSD	899	No
Ward 38	12	Southport Beach House	7825-1 st Avenue	District 2	1	22	65	KUSD	1184	Change
								TOTAL	2743	0

City of Kenosha Polling Places
Proposed Changes

Exhibit A

Ward	Aldermanic District	Polling Place	Polling Place Location	County Supervisory District	Congressional District	State Senate	Assbly	School District	# VOTERS	NET VOTER CHANGE
Ward 34	8	Southwest Library	7979-38 th Avenue	District 11	1	22	65	KUSD	502	
Ward 59	13	Southwest Library	7979-38 th Avenue	District 9	1	22	65	KUSD	1149	
Ward 60	13	Southwest Library	7979-38 th Avenue	District 8	1	22	65	KUSD	911	No
Ward 61	13	Southwest Library	7979-38 th Avenue	District 9	1	22	65	KUSD	460	Change
								TOTAL	3022	0
Ward 04	1	St. John's Lutheran Church	3833-8 th Avenue	District 1	1	22	64	KUSD	863	
Ward 80	1	St. John's Lutheran Church	3833-8 th Avenue	District 1	1	22	65	KUSD	254	
Ward 81	6	NEW TO St. John's FROM Jantz Club	2604 Washington Road	District 6	1	22	65	KUSD	360	
								TOTAL	1477	360
Ward 56	15	VFW Post #1865	6618-39 th Avenue	District 11	1	22	65	KUSD	559	
Ward 55	15	NEW TO VFW FROM Forest Park Elementary School	6810-45th Avenue	District 11	1	22	65	KUSD	451	
								TOTAL	1010	451

Debra L. Salas
City Clerk – Treasurer

Karen J. Forsberg
Deputy City Clerk-Treasurer



CITY OF KENOSHA
Department of
City Clerk/Treasurer

September 13, 2013

TO: The Honorable Mayor & Common Council

FROM: Debra Salas, City Clerk-Treasurer
Michelle Nelson, City Clerk information Coordinator

RE: Polling Places

C: Frank Pacetti-City Administrator

After the 2012 and 2013 elections it was apparent that polling place locations needed to be reviewed and adjusted. The existing polling place assignment plan has been thoroughly reviewed. Changes made are based on number of voters assigned to the location, aldermanic districts, and accessibility.

Attached are recommended modifications and maps.* To maximize efficiency, the new proposed polling place site plan includes the elimination of Hobbs Park, Frank School and Jantz Club. Wards previously assigned to the eliminated locations have been moved to new sites. Other wards have been moved from overcrowded locations based on voter turnout and accessibility.

We tried very hard to make changes keeping in mind that wards assigned to designated aldermanic districts should ideally be assigned to the same polling place. Most of the time we were able to accomplish this, but unfortunately it was not possible in all situations.

It is my intention to submit a resolution which will approve the new plan to Finance Committee and Common Council on October 7, 2013. Before the resolution is finalized, Michelle Nelson, City Clerk Information Coordinator, will be contacting each of you to receive your feedback and approval.

After Common Council approval, voters whose polling places have been changed will be mailed notification of their new polling place location.

Thank you for your consideration. Please do not hesitate to contact me with any concerns or questions you may have.

*Map copies provided to Alderpersons September 13, 2013

ACCESS AND INDEMNIFICATION AGREEMENT

Between

THE CITY OF KENOSHA and OLD CARCO LIQUIDATION TRUST

Former Chrysler Engine Plant
5555 30th Avenue, Kenosha, Wisconsin

OLD CARCO LIQUIDATION TRUST (the "Trust") hereby grants permission to the City of Kenosha, Wisconsin (the "City"), and its officers, employees, duly authorized representatives, agents, contractors and subcontractors (collectively, the "City Agents") to enter upon and have access to the former Chrysler Kenosha Engine Plant Property, located at 5555 30th Avenue, Kenosha, Wisconsin (the "Property") on the terms as set forth herein. The Trust and the City are referred to as the "Parties."

Permission for access to the Property granted to the City and the City Agents under this Agreement is for the sole purpose of repairing, and confirming the repair of, the section of the wastewater treatment system that was the subject of the City's July 17, 2013, Notice of Non-Compliance and Walkthrough Statement for Kenosha Engine Plant (the "Walkthrough Statement") dated July 17, 2013, to ensure that such wastewater treatment system is draining into the sanitary sewer and not the storm sewer (hereinafter the "Sewer Repairs"). Permission for access to the Property granted under this Agreement shall terminate upon the Trust's receipt of the Sewer Repair Completion Notice (as defined below).

The Trust will reimburse the City for the Sewer Repairs in the fixed amount of \$31,285 (the "Sewer Repair Amount"), and the City will be solely responsible for any costs related to the Sewer Repairs in excess of the Sewer Repair Amount. The Trust shall pay the City the Sewer Repair Amount within ten (10) days of execution of this Agreement. By entering this Agreement, the Trust does not admit any responsibility for the Sewer Repairs or that the Sewer Repairs are required by Applicable Laws, as defined by the Stipulation and Agreed Order By and Between Old Carco Liquidation Trust, the State of Wisconsin, the City of Kenosha, Wisconsin, the United States of America and the First Lien Agent Resolving Disputes Related to the Debtors' Former Kenosha Engine Plant and Certain Related Property (hereinafter, the "Stipulation").

To the extent the City encounters Historical Contamination, as that term is defined in the Stipulation, in the course of the Sewer Repair, the City or the City Agents shall dispose of such Historical Contamination in accordance with Applicable Law, as that term is defined in the Stipulation.

The City will ensure that the Sewer Repairs are conducted in compliance with Paragraph 12.j of the Stipulation.

The City shall indemnify and hold the Trust harmless from and against any and all claims, suits for damages, liability, loss, expenses, causes of action and judgments to the extent caused by the work performed by the City and/or the City Agents on or about the Property under this Agreement, except to the extent that any injury is solely caused due to the acts or omissions of

the Trust, including its employees, agents or contractors. This indemnification shall apply to and include without limitation the payment of all penalties, fines, reasonable attorneys' fees and related costs and any reimbursements to the Trust for all reasonable legal expenses.

Nothing herein shall alter the Parties' duties, rights and obligations under the Stipulation and all work shall be conducted pursuant to the Stipulation. To the extent not addressed herein, the Parties reserve all of their respective rights with respect to the Property and any actions taken or proposed to be taken with respect to the Property, and all rights, access authorities, remedies, costs, damages, penalties and liabilities with respect to the same. Nothing herein shall prohibit, restrict or affect other procedures allowed or directed by law.

The undersigned specifically represent that they are authorized to execute this Agreement and that the Parties have the right and capacity to perform the acts contemplated by this Agreement, including the authority to provide reasonable access to the Property as set forth above.

The City shall complete the Sewer Repair (and any dye testing necessary to confirm the Sewer Repair) no later than 45 days after receipt of full payment of the Sewer Repair Amount from the Trust. Upon completion of the Sewer Repair and confirmation of the Sewer Repair via dye testing, the City shall provide the Trust written notice of such completion (the "Sewer Repair Completion Notice"). To the fullest extent permitted by the Stipulation, neither the Trust nor the Liquidation Trustee shall seek to designate the Property as a Terminated Property, as that term is defined in the Stipulation, or to abandon the Property, until either ten (10) days after the receipt of the Sewer Repair Completion Notice or the day after the next regularly scheduled Kenosha Common Council meeting after the receipt of the Sewer Repair Completion Notice, whichever date is later.

The City hereby agrees and acknowledges that the terms of, and the parties' entry into, this Agreement resolve all issues raised by the Walkthrough Statement.

IN WITNESS WHEREOF:

Signature of Property Owner
Robert J. Manzo, Sole Manager of RJM I, LLC,
As Trustee to Old Carco Liquidation Trust

Date

Address

City, State, Zip Code

Area Code/Telephone Number

IN WITNESS WHEREOF:

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

BY: _____
KEITH G. BOSMAN, Mayor

Date: _____

BY: _____
DEBRA L. SALAS,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 : SS.
COUNTY OF KENOSHA)

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

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

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 17

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 09/01/13 through 09/15/13 and have approved the disbursements as follows:

1. Checks numbered from 131484 through 131785 as shown on attached listing consisting of:

a. Debt Service	8,973,768.75
b. Investments	-0-
c. All Other Disbursements	2,2385,903.63
SUBTOTAL	11,359,672.38

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,199,594.51

TOTAL DISBURSEMENTS APPROVED 12,559,266.89

Daniel Prozanski Jr.

David Bogdala

Tod Ohnstad

Rocco LaMacchia Sr.

Keith Rosenberg

Curt Wilson

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

Respectfully submitted,

Carol J. Stancik

Director of Finance

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #17

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 09/24/13

Prepared By: *MKS*

Reviewed By: 

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131484	9/04	WE ENERGIES	110-03-53109-221-000	08/13 STREETLIGHTS	61,511.06
			110-05-55109-221-000	08/13 STREETLIGHTS	541.70
				..... CHECK TOTAL	62,052.76
131485	9/04	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	08/13 ST-ELECTRICAL	56.02
			110-03-53109-375-000	08/13 ST-ELECTRICAL	13.29
			110-03-53109-375-000	08/13 ST-ELECTRICAL	13.14
				..... CHECK TOTAL	82.45
131486	9/04	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	09/13 HEALTH SERVICE	53,668.08
131487	9/04	COMSYS, INCORPORATED	110-01-51102-215-000	9/08-10/7/13 SERVICE	39,585.60
			501-09-50101-215-000	9/08-10/7/13 SERVICE	9,896.40
				..... CHECK TOTAL	49,482.00
131488	9/04	HWY C SERVICE	110-03-53116-344-000	08/13 WA-SERV/PARTS	190.70
			110-05-55109-341-000	08/13 PA-SERV/PARTS	78.36
			630-09-50101-393-000	08/13 CE #3120 PARTS	71.77
			110-02-52203-344-000	08/13 FD-SERV/PARTS	21.00
				..... CHECK TOTAL	361.83
131489	9/04	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	08/13 ST-ELECTRICAL	41.55
131490	9/04	AMERICAN PLANNING ASSOC	110-01-51601-322-000	10/13-09/14 RENEWAL	845.00
131491	9/04	SHOPKO	631-09-50101-311-000	08/13 EN-MERCHANDISE	17.99
131492	9/04	SIMPLEX GRINNELL	520-09-50201-246-000	FIRE PANEL/SERVICE	470.00
131493	9/04	KENOSHA COUNTY	110-02-52105-283-000	09/13 MONTHLY RENT	11,113.83
131494	9/04	WE ENERGIES	110-05-55111-221-000	#34 07/19-08/19	4,591.11
			633-09-50101-221-000	#34 06/25-07/25	3,848.69
			110-05-55109-221-000	#34 06/23-08/21	2,498.45
			110-03-53109-221-000	#34 07/23-08/21	1,827.24
			110-03-53109-221-000	#34 07/22-08/20	1,602.97
			110-02-52203-221-000	#34 07/25-08/22	1,520.39
			632-09-50101-221-000	#34 06/26-07/25	1,234.43
			522-05-50102-221-000	#34 07/18-08/19	1,105.58
			110-03-53109-221-000	#34 07/24-08/22	1,103.65
			110-05-55109-221-000	#34 07/18-08/18	1,009.57
			110-03-53103-221-000	#34 06/26-07/25	898.74
			110-03-53109-221-000	#34 07/20-08/19	747.94
			110-03-53116-221-000	#34 07/20-08/19	629.69
			110-03-53109-221-000	#34 07/18-08/18	483.56
			110-05-55109-221-000	#34 07/18-08/19	345.13
			110-03-53109-221-000	#34 07/23-08/20	342.61
			520-09-50202-221-000	#34 07/24-08/22	260.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-221-000	#34 08/24-08/22	122.15
			110-03-53109-221-000	#34 06/25-07/25	117.50
			110-05-55109-221-000	#34 07/20-08/19	80.39
			519-09-50103-221-000	#34 07/24-08/22	56.83
			110-05-55109-222-000	#34 06/25-07/25	44.73
			110-03-53117-221-000	#34 07/20-08/19	37.42
			110-05-55109-221-000	#34 07/22-08/20	33.12
			110-03-53109-221-000	#34 07/18-08/17	28.87
			110-05-55106-222-000	#34 07/24-08/21	24.76
			522-05-50102-222-000	#34 07/18-08/18	14.25
			520-09-50202-222-000	#34 07/24-08/22	13.05
			110-05-55109-222-000	#34 07/24-08/22	11.54
			110-05-55111-222-000	#34 07/22-08/20	10.02
			110-05-55109-221-000	#34 07/24-08/22	9.97
			110-05-55109-222-000	#34 07/18-08/18	9.61
				..... CHECK TOTAL	24,664.30
131495	9/04	PAYNE & DOLAN INC.	403-11-51102-588-000	07/13 AGGREGATE MTRL	865.89
			110-03-53103-355-000	08/13 ASPHALT MATRLS	565.98
				..... CHECK TOTAL	1,431.87
131496	9/04	REINDERS INC.	630-09-50101-393-000	08/13 PARTS & SERVC	156.88
			630-09-50101-393-000	08/13 #3044 PARTS	150.48
			630-09-50101-393-000	08/13 #3044 PARTS	140.69
			110-05-55109-344-000	08/13 PA #2681 PARTS	128.48
			630-09-50101-393-000	08/13 #2681 PARTS	65.57
				..... CHECK TOTAL	642.10
131497	9/04	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	RETRIFUT FILL PIPES	777.00
			630-09-50101-235-000	08/13 REPR FUEL PUMP	717.15
				..... CHECK TOTAL	1,494.15
131498	9/04	LARK UNIFORM, INC.	110-02-52103-367-000	08/13 #516 UNIFORM	79.95
131499	9/04	FELD BODY SHOP ROLF INC.	520-09-50201-344-000	PAINT BODY PANELS	440.00
131500	9/04	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	08/13 PHILLIPS LAMPS	976.80
131501	9/04	OFFICEMAX	611-09-50101-155-504	FILE CABINET	379.98
			110-01-51101-311-000	08/13 FN #2608 OFFC	109.55
			110-01-51101-311-000	08/13 FN #2604 OFFC	83.97
			611-09-50101-155-504	08/13 HR #2605 OFFC	36.65
			 CHECK TOTAL	610.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131511	9/04	TSI, INC	110-02-52203-235-000	CALIBRATION/CLEANING	947.11
131512	9/04	MARTIN PETERSEN COMPANY, INC.	520-09-50401-246-000	3 OF 4-PM PROGRAM	292.00
131513	9/04	UW-STEVENS POINT	110-02-52107-264-000	J ROHDE 10/3-4/13	185.00
131514	9/04	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	07/13 TIRE RECYCLING	900.00
131515	9/04	MOORE OIL	520-09-50106-341-000	08/13 BULK LUBRICATN	1,804.10
131516	9/04	JOHN DEERE CONSTRUCTION	420-11-51301-579-000 403-11-51303-579-000	SNOW EQUIP GRADER & OPTIONS CHECK TOTAL	27,194.25 5,184.00 32,378.25
131517	9/04	SAE CUSTOMS INC.	110-02-52203-344-000	LIGHTING UPGRADE	1,723.94
131518	9/04	MITCHELL CARPETS	404-11-51304-589-000	CARPET	7,262.49
131519	9/04	US HERITAGE GROUP, INC	405-11-51301-589-000	08/13 BEACH HOUSE	6,711.90
131520	9/04	D.W. DAVIES & CO, INC	110-02-52203-344-000 206-02-52205-344-000	WASHER FLUID WASHER FLUID CHECK TOTAL	63.54 28.02 91.56
131521	9/04	CHASE BANK-DTC	304-00-22206-000-000 399-00-22206-000-000 311-00-22206-000-000 313-00-22206-000-000 399-00-22206-000-000 308-00-22206-000-000 304-00-22206-000-000 311-00-22206-000-000 313-00-22206-000-000 399-00-22206-000-000 399-00-22206-000-000 309-00-22206-000-000	8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 PRINCIPAL 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST 8/30/13 INTEREST	2,425,000.00 2,000,000.00 1,400,000.00 1,000,000.00 700,000.00 500,000.00 443,625.00 219,712.50 172,606.25 57,025.00 47,250.00 8,550.00 8,973,768.75
131522	9/04	SNAP-ON INDUSTRIAL	501-09-50104-361-000	08/13 SW-TOOLS/REPR	135.08

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131523	9/04	GRAINGER	110-05-55109-344-000	08/13 PA-PARTS/MATRL	151.15
			521-09-50101-382-000	08/13 AR-PARTS/MATRL	78.96
			110-05-55109-361-000	08/13 PA-PARTS/MATRL	71.01
				..... CHECK TOTAL	301.12
131524	9/04	HAPPENINGS MAGAZINE	524-05-50101-326-000	SUMMER FEVER SPECL	105.00
131525	9/04	GILLIG CORPORATION	520-09-50201-347-000	BUS PARTS	6,355.08
131526	9/04	SCHOOL-TECH INC	110-02-52108-367-000	ORANGE THERM PARKA,	278.88
			110-02-52108-367-000	ORANGE THERM PARKA,	269.88
			110-02-52108-367-000	ORANGE THERM PARKA,	94.96
			110-02-52108-367-000	ORANGE THERM PARKA,	89.96
			110-02-52108-367-000	ECONO LANYARD, GOLD,	13.20
				..... CHECK TOTAL	746.88
131527	9/04	LGIP MUSEUM	110-00-21805-000-000	8/30/13 WIRE TRANS	126,100.00
131528	9/04	TOSONI, MARIO & MARGARET	110-00-21106-000-000	2012 TAX-420 57 ST	698.37
131529	9/04	STEITZ, JONATHAN & KELLI	110-00-21106-000-000	2012 TAX-3902 SHER	108.12
131530	9/04	DEBARTOLO, TONY	110-00-21106-000-000	2012 TAX REFUND	11.42
131531	9/04	LEMENS, MICHAEL	110-03-53101-264-000	8/24-27/13 CHICAGO	945.00
			110-03-53101-261-000	07/08/13 1063 MILES	600.60
			110-03-53101-261-000	03-04/13 606 MILES	342.39
			110-03-53101-263-000	5/08-10/13 LACROSSE	264.00
			110-03-53101-261-000	01-02/13 391 MILES	220.92
			110-03-53101-262-000	2/12/13 CLEVELAND	153.80
			110-03-53101-261-000	05-06/13 155 MILES	87.58
			110-03-53101-261-000	5/08-10/13 LACROSSE	75.00
			110-03-53101-263-000	8/24-27/13 CHICAGO	60.00
			110-03-53101-264-000	4/09/13 MILWAUKEE	42.00
			110-03-53101-262-000	8/24-27/13 CHICAGO	34.00
			110-03-53101-261-000	2/12/13 CLEVELAND	16.74
			110-03-53101-261-000	8/24-27/13 CHICAGO	15.00
			110-03-53101-263-000	8/22/13 MINOCQUA	3.47
			 CHECK TOTAL	2,860.50

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131532	9/04	BILLINGSLEY, SHELLY	501-09-50101-263-000	8/25-28 CHICAGO	305.57
			631-09-50101-263-000	8/25-28 CHICAGO	305.56
			501-09-50101-262-000	8/25-28 CHICAGO	15.25
				..... CHECK TOTAL	626.38
131533	9/04	PACETTI, FRANK	110-01-51301-262-000	APWA CONF TRAVEL EXP	35.50
131534	9/04	WHAPLES, KATIE	501-09-50103-367-000	SAFETY VEST	49.87
131535	9/06	ABILITY GLASS, INC	520-09-50202-246-000	TEMPERED GLASS	426.20
131536	9/06	RNOW, INC.	630-09-50101-393-000	08/13 PARTS/MATERIAL	77.14
131537	9/06	INTERSTATE ELECTRIC SUPPLY	501-09-50105-246-000	08/13-SW ELECTRICAL	94.08
			110-03-53103-246-000	08/13-ST ELECTRICAL	94.08
			110-03-53109-361-000	08/13-ST ELECTRICAL	85.32
			110-03-53109-375-000	08/13-ST ELECTRICAL	30.77
			110-03-53109-375-000	08/13-ST ELECTRICAL	21.28
			110-03-53103-389-000	08/13-ST ELECTRICAL	11.28
				..... CHECK TOTAL	336.81
131538	9/06	JANTZ AUTO SALES INC	110-02-52103-219-000	07/13 13-112297 TOW	25.00
131539	9/06	CARDINAL HEALTH	206-02-52205-318-000	08/13 FD MEDICAL SUP	854.03
			206-02-52205-318-000	08/13 FD MEDICAL SUP	148.11
			206-02-52205-318-000	08/13 FD MEDICAL SUP	120.47
				..... CHECK TOTAL	1,122.61
131540	9/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/06/13 CITY HRLY	11,047.64
			110-00-21562-000-000	09/06/13 WATER HRLY	4,012.87
			110-00-21562-000-000	09/06/13 MUSEUM HRLY	25.00
				..... CHECK TOTAL	15,085.51
131541	9/06	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	09/13 ANIMAL CONTRL	11,888.51
131542	9/06	LEAGUE OF WISCONSIN	110-01-51303-264-000	PFC WORKSHOP	375.00
131543	9/06	BADGER TRUCK CENTER	630-09-50101-393-000	08/13 SE #2597 PARTS	1,767.88
			630-09-50101-393-000	08/13 SE #2597 PARTS	1,579.72
			630-09-50101-393-000	08/13 SE #2597 PARTS	62.54
			630-09-50101-393-000	08/13 SE #2502 PARTS	48.72
			 CHECK TOTAL	3,458.86

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131544	9/06	LORENZ TOPSOIL	110-05-55104-353-000	07/13 PA PULVERIZED	110.00
131545	9/06	TRAFFIC & PARKING CONTROL CO	110-03-53109-374-000 520-09-50202-249-000	GROMMET 08/13-PARKING PERMIT CHECK TOTAL	140.00 124.82 264.82
131546	9/06	WILLKOMM INC., JERRY	521-09-50101-341-000	08/13-AR DIESEL FUEL	2,612.79
131547	9/06	LEITCH PRINTING CORP.	110-01-50901-311-000	08/13 AS ENVELOPES	335.61
131548	9/06	REINDERS INC.	630-09-50101-393-000 630-09-50101-393-000 524-05-50101-344-000 110-05-55109-344-000 524-05-50101-344-000	PARTS FOR FLEET 3044 08/13-SE#3044 PARTS/ PARTS/SERVICES 08/13-PA PARTS/SERVI 08/13-GO PARTS/SERVI CHECK TOTAL	2,986.89 569.65 235.30 34.69 27.88 3,854.41
131549	9/06	WISCONSIN FUEL & HEATING	520-09-50106-341-000	08/13-TD DIESEL FUEL	26,156.63
131550	9/06	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	08/13-GO PARTS/SERVI	31.93
131551	9/06	KENOSHA WATER UTILITY	110-00-21914-000-000 110-00-21913-000-000	08/13 BILL COLLECT 08/13 TEMP PERMITS CHECK TOTAL	16,066.93 5,826.88 21,893.81
131552	9/06	INLAND DETROIT DIESEL	630-09-50101-393-000	08/13-SE PARTS/MATER	632.04
131553	9/06	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21614-000-000 110-00-21514-000-000	09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT 09/06/13 HRLY DEDCT CHECK TOTAL	20,094.98 11,235.66 11,235.50 3,066.95 3,066.79 48,699.88
131554	9/06	WIS DEPT OF REVENUE	110-00-21581-000-000	08/13 DEDUCTIONS	924.70
131555	9/06	HOLLAND SUPPLY, INC.	630-09-50101-393-000 630-09-50101-393-000 501-09-50104-344-000	07/13-CE HYDRAULIC F 08/13-CE#2599 HYDRAU 08/13-SW HYDRAULIC F CHECK TOTAL	60.30 56.50 30.37 147.17

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131556	9/06	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000 110-00-46209-999-000	07/13 BILLING FEE 07/13 SERVICE CHECK TOTAL	11,953.19 291.48 12,244.67
131557	9/06	REGISTRATION FEE TRUST	110-09-56519-909-000 110-09-56519-909-000	TITLE & REG #3239 TITLE & REG #3238 CHECK TOTAL	74.50 74.50 149.00
131558	9/06	VERMEER SALES & SERVICE	630-09-50101-393-000	08/13-SE#3009 PARTS/	958.08
131559	9/06	AECOM TECHNICAL SERVICES INC	420-11-51204-219-000 420-11-51204-219-000 420-11-51204-219-000	7/6-8/2 GENERAL 6/1-7/5 GENERAL 5/4-7/5 RFR SUPPT CHECK TOTAL	3,058.34 1,790.70 479.55 5,328.59
131560	9/06	MESSERLI & KRAMER P.A.	110-00-21581-000-000	09/06/13 DEDUCTION	160.78
131561	9/06	CICCHINI ASPHALT LLC	402-11-51211-589-000 403-11-51315-588-000	EST 1 THRU 8/15/13 EST 1 THRU 8/15/13 CHECK TOTAL	68,083.64 33,591.80 101,675.44
131562	9/06	AECOM TECHNICAL SERVICES INC	403-11-51008-589-000 420-11-51204-219-000 403-11-51008-589-000	2/23-3/30 SERVICES 6/3-8/2 BEBR SUPPT 3/30-6/28 SERVICES CHECK TOTAL	2,434.23 1,344.24 287.70 4,066.17
131563	9/06	HUMANA CLAIMS	611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527 611-09-50101-155-527	09/03/13 MED CLAIMS 08/30/13 MED CLAIMS 09/04/13 MED CLAIMS 09/05/13 MED CLAIMS 09/03/13 PHARMACY 09/05/13 PHARMACY 08/30/13 PHARMACY 09/04/13 PHARMACY CHECK TOTAL	86,514.64 79,879.45 28,707.73 17,612.41 12,476.85 3,452.34 3,266.47 2,296.51 234,206.40
131564	9/06	CUMMINS NPOWER, LLC	630-09-50101-393-000 520-09-50201-347-000	07/13 SE PARTS/SERVI 08/13 TD PARTS/SERVI CHECK TOTAL	1,219.77 151.90 1,371.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131565	9/06	EMERGING COMMUNITIES CORP	420-11-51010-589-000	09/13 SERVICES	2,500.00
131566	9/06	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	09/06/13 DEDUCTION	32.37
131567	9/06	MALSACK, J	463-11-51102-219-000 461-11-51301-581-000 463-11-51202-219-000 463-11-51102-219-000	8/13 WEED/GRASS "A" 8/13 WEED/GRASS "B" 8/13 WEED/GRASS "C" ADDL/DELETED LOCALE	1,234.79 970.40 904.87 32.91CR
				..... CHECK TOTAL	3,077.15
131568	9/06	CRIVELLO-CARLSON	110-09-56402-219-000	5/09-7/31 R JOHNSON	4,711.00
131569	9/06	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	09/06/13 CITY HRLY 09/06/13 WATER HRLY	950.00 534.62
				..... CHECK TOTAL	1,484.62
131570	9/06	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000	CHILLUS DOL 9/9/10 BEAL DOL 3/05/08 NELSON DOL 1/10/11 MEDINA DOL 11/14/08 WILLIAMS DOL 6/30/11	655.00 330.00 137.00 121.00 77.00
				..... CHECK TOTAL	1,320.00
131571	9/06	GOVERNMENT FINANCE OFFICERS	110-01-51101-322-000 110-01-51101-322-000	FINANCE SUBSCRIPT 9/13-8/14 REVIEW RNW	180.00 50.00
				..... CHECK TOTAL	230.00
131572	9/06	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000	09/06/13 DEDUCTION 09/06/13 DEDUCTION 09/06/13 DEDUCTION	323.00 104.00 87.00
				..... CHECK TOTAL	514.00
131573	9/06	USA PAYDAY LOANS	110-00-21581-000-000	09/06/13 DEDUCTION	61.61
131574	9/06	HANSMANN PRINTING	631-09-50101-311-000 110-02-52201-311-000	08/13 EN-BUS CARDS 08/13 FD-BUS CARDS	84.00 52.00
				..... CHECK TOTAL	136.00
131575	9/06	SAE CUSTOMS INC.	414-11-51309-561-000 110-02-52203-344-000	LIGHTS & EQUIPMENT REMOTE CABLE	2,234.12 58.00
			 CHECK TOTAL	2,292.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131576	9/06	CHICAGOLAND CHAMBER OF	222-09-50101-323-000	TRI-STATE ALLIANCE	2,500.00
131577	9/06	MENARDS (KENOSHA)	501-09-50105-344-000 110-05-55109-357-000 501-09-50105-353-000	08/13-SW MERCHANDISE 08/13-PA MERCHANDISE 08/13-SW MERCHANDISE CHECK TOTAL	315.90 25.40 19.99 361.29
131578	9/06	UKE'S HARLEY-DAVIDSON/BUELL	110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000	GLOVE-WATERPROOF, IS2-WHITE HJC GLOVE-WATERPROOF, GLV-AIR FLOW, MENS, CHECK TOTAL	90.00 85.45 63.00 40.50 278.95
131579	9/06	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	7/3-10/13 W/C	112.00
131580	9/06	WIS SCTF	110-00-21581-000-000	09/06/13 HRLY DEDCT	1,463.32
131581	9/06	HALLMAN LINDSAY	110-05-55104-249-000 110-01-51801-389-000	08/13-PA PAINT/PRODU 08/13-MB PAINT/PRODU CHECK TOTAL	299.60 22.58 322.18
131582	9/06	ROCKFORD IND. WELDING	632-09-50101-235-000	07/13 SUPPLIES/MATER	605.00
131583	9/06	FABCO RENTS	501-09-50105-282-000	08/13 SW EQUIPMENT R	1,706.50
131584	9/06	HAPPENINGS MAGAZINE	222-09-50101-259-908 222-09-50101-259-908	8/22/13 PB&J AD 08/15/13 PB&J AD CHECK TOTAL	413.00 413.00 826.00
131585	9/06	LAKESHORE BID DISTRICT	110-00-21815-000-000	2013 ASSESSMENT	26,665.71
131586	9/06	PROCESSWORKS INC.	110-00-21578-000-000	09/03/13 CHECK REG	226.25
131587	9/06	TASER INTERNATIONAL	110-02-52103-365-000	CARTRIDGE - 21'	1,117.02
131588	9/06	KENOSHA TIRE	110-02-52203-344-000	07/13-FD TIRES/INSTA	12.00
131589	9/06	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000 110-09-56405-161-000	7/29/13 W/C 7/29-31/13 W/C CHECK TOTAL	533.46 137.52 670.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131590	9/06	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	5/13/13 W/C	262.65
131591	9/06	AURORA HEALTH CARE	110-09-56405-161-000	7/6/13 W/C	1,148.42
131592	9/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/06/13 DEDUCTION	86.03
131593	9/06	TIM O'BRIEN HOMES	110-00-21917-000-000	6905 155 AVE	950.00
			110-00-21917-000-000	6828 154TH AVE	950.00
			110-00-21917-000-000	2817 16 ST	950.00
				..... CHECK TOTAL	2,850.00
131594	9/06	PETERSON, MICHAEL JR	110-00-21905-000-000	BEACHHOUSE 8/24/13	100.00
131595	9/06	ANDRO, BARRY	611-00-49135-000-000	SEPT HEALTH PREMIUM	556.58
131596	9/06	FREDERICKSEN, JAMES	110-00-13101-000-000	3RD QTR HEALTH PREM	2,087.16
131597	9/06	SHERROD, LARRY D	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
131598	9/06	SCHNELL, MICHAEL	110-00-44709-000-000	BARTENDER LICENSE	50.00
131599	9/06	SCHILLER, DAWN A	110-00-44709-000-000	BARTENDER LICENSE	50.00
131600	9/06	DRAEGER, TRAVIS N	110-00-44709-000-000	BARTENDER LICENSE	50.00
131601	9/06	ABDELJABER, MOTASEM J	110-00-44709-000-000	BARTENDER LICENSE	50.00
131602	9/06	VICE, COLLEEN	110-00-21905-000-000	ORIBILETTI-08/24/13	300.00
131603	9/06	WORTH, ROSEMARY	110-00-46394-000-000	2 APPLIANCE STICKERS	30.00
131604	9/06	FDIC RECEIVERSHIP ORE	110-00-21112-000-000	SPCL ASMT 20&26 AVE	21.15
131605	9/06	GAIRABETOFF, ALEX	110-09-56404-719-000	VEH DMG 8/14/13	239.38
131606	9/06	UELLEN, MARK	110-00-46394-000-000	APPLIANCE STICKER	15.00
131607	9/06	TRUSTONE FINANCIAL	110-00-21112-000-000	SPCL ASMT 1935 56TH	10.92
131608	9/06	KREWSON, SHARON	110-01-51601-261-000	08/13 536 MILES	302.84

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131609	9/06	DUFFY, KENNETH T.	110-02-52102-263-000	08/08/13 WHITEWATER	8.00
131610	9/06	MAY, DAVID	110-02-52102-263-000	08/08/13 WHITEWATER	8.00
131611	9/06	MUTCHLER, VINCENT L.	110-09-56405-161-000	8/28/13 W/C	1,368.63
			110-09-56405-161-000	8/28/13 W/C	1,134.38
				..... CHECK TOTAL	2,503.01
131612	9/06	SWARTZ, MARTHA E.	110-01-51601-261-000	08/13 378 MILES	213.57
131613	9/06	KRYSTOWIAK, PETER	110-01-50901-261-000	6-8/13 217 MILES	122.61
131614	9/06	NOSALIK, JOSEPH	110-02-52107-263-000	8/14/13-FRANKLIN	8.00
131615	9/06	MIKOLAS, KEVIN	110-01-51601-261-000	08/13 780 MILES	440.70
131616	9/06	WILKE, BRIAN	110-01-51601-261-000	08/13 61 MILES	34.47
131617	9/06	CHIAPPETTA, LOUIS	110-01-51601-261-000	08/13 399 MILES	225.44
131618	9/06	WASHINGTON, AL	110-01-50901-261-000	08/13 188 MILES	106.22
131619	9/06	ZELLER, JOSHUA	110-02-52107-263-000	8/14/13 FRANKLIN	8.00
131620	9/06	CRUEY, EDWARD	110-01-50901-261-000	08/13 241 MILES	136.17
131621	9/06	SANCHEZ, MARGARITO	110-01-51601-261-000	08/13 354 MILES	200.01
131622	9/06	HILL, RYAN	110-02-52103-263-000	8/29/13 WINNEBAGO	12.00
131623	9/11	ABILITY GLASS, INC	520-09-50401-249-000	08/13 TD EMERGENCY R	44.00
131624	9/11	BINDELLI BROTHERS, INC	110-09-56501-259-569	08/13 627 56 ST BOAR	176.00
131625	9/11	CLERK OF CIRCUIT COURT	110-01-50301-219-000	11 SMALL CLAIMS	68.75
131626	9/11	VIKING ELECTRIC SUPPLY	110-03-53103-246-000	08/13-ST ELECTRICAL	35.38
			110-03-53109-375-000	08/13-ST ELECTRICAL	2.69
			 CHECK TOTAL	38.07

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131627	9/11	HWY C SERVICE	501-09-50106-361-000 110-05-55109-344-000	08/13-PA SERVICE/PAR 08/13-PA SERVICE/PAR CHECK TOTAL	262.00 6.70 268.70
131628	9/11	CARDINAL HEALTH	206-02-52205-318-000 206-02-52205-318-000	08/13 MEDICAL SUPPL 08/13 MEDICAL SUPPL CHECK TOTAL	640.64 121.76 762.40
131629	9/11	KRANZ, INC.	630-09-50101-393-000	08/13 CE-PRODUCTS	944.30
131630	9/11	LABOR PAPER, THE	110-01-50101-321-000 110-01-50101-321-000 110-01-51601-321-000	08/13 TID #16 LEGAL 08/13 1ST/2ND ORDS 08/13 JT REVIEW CHECK TOTAL	62.20 27.84 12.88 102.92
131631	9/11	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000	LAB 13-106560 LAB 13-112847 LAB 13-121525 CHECK TOTAL	99.20 49.60 49.60 198.40
131632	9/11	FIRST SUPPLY CO.	110-05-55109-249-000	08/13 PA SUPPLIES AN	720.66
131633	9/11	LORENZ TOPSOIL	501-09-50105-353-000	08/13-SW TOPSOIL	55.00
131634	9/11	TRAFFIC & PARKING CONTROL CO	110-03-53109-373-000	REPAIR CONTROLLER	575.00
131635	9/11	WIS DEPT OF REVENUE	110-00-21512-000-000	8/16-31/13 DEDUCTS	120,285.97
131636	9/11	WE ENERGIES	110-01-51801-221-000 520-09-50301-221-000 520-09-50401-221-000 110-05-55111-221-000 521-09-50101-221-000 110-02-52203-221-000 521-09-50101-221-000 110-05-55109-221-000 110-03-53103-221-000 110-02-52203-221-000 110-03-53109-221-000 110-01-51802-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55111-221-000 110-03-53109-221-000 110-05-55109-221-000 110-02-52110-221-000	#35 07/29-08/27 #35 07/30-08/28 #35 07/25-08/26 #35 07/29-08/27 #35 07/31-08/28 #35 07/25-08/25 #35 07/29-08/27 #35 07/26-08/26 #35 07/25-08/26 #35 07/30-08/28 #35 07/29-08/27 #35 912 35TH ST #35 07/31-08/29 #35 07/26-08/26 #35 07/30-08/28 #35 07/28-08/26 #35 07/25-08/25 #35 07/26-08/26 #35 07/02-07/31 #35 07/27-08/26 #35 07/28-08/26	7,428.87 4,079.81 2,441.35 1,894.30 1,679.65 1,629.24 1,454.20 1,198.77 1,090.67 991.92 863.91 680.09 506.77 504.24 440.98 425.04 274.29 243.22 218.23 154.45 136.03

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53103-222-000	#35 07/25-08/25	134.64
			110-03-53103-221-000	#35 07/25-08/25	127.99
			110-02-52203-222-000	#35 07/30-08/28	68.99
			110-01-51801-222-000	#35 07/28-08/26	67.41
			110-05-55109-221-000	#35 07/14-08/12	66.67
			110-02-52203-222-000	#35 07/24-08/22	66.04
			110-03-53116-222-000	#35 07/28-08/26	56.61
			110-02-52203-222-000	#35 07/28-08/26	56.13
			110-05-55109-222-000	#35 07/25-08/25	49.08
			110-05-55109-221-000	#35 07/31-08/29	48.28
			633-09-50101-222-000	#35 07/25-08/24	46.34
			521-09-50101-222-000	#35 07/30-08/28	46.13
			520-09-50301-222-000	#35 07/29-08/27	42.44
			632-09-50101-222-000	#35 07/25-08/25	27.77
			520-09-50401-222-000	#35 07/24-08/22	24.65
			110-05-55109-221-000	#35 07/29-08/27	21.96
			110-02-52203-222-000	#35 07/25-08/25	21.74
			110-01-51802-221-000	#35 2210 52ND ST	19.31
			110-03-53103-221-000	#35 07/26-08/26	18.32
			110-05-55111-222-000	#35 07/28-08/26	17.98
			110-02-52110-222-000	#35 07/28-08/26	13.51
			521-09-50101-221-000	#35 07/31-08/28	13.44
			110-05-55109-222-000	#35 07/29-08/27	8.99
			110-02-52103-222-000	#35 07/31-08/29	8.99
			110-05-55102-221-000	#35 07/29-08/27	8.85
				..... CHECK TOTAL	29,418.29
131637	9/11	WIS DEPT OF ADMINISTRATION	110-00-44802-000-000	25 PERMIT SEALS	760.00
131638	9/11	PAYNE & DOLAN INC.	110-03-53103-355-000	08/13-ASPHALT MATERI	512.90
131639	9/11	REINDERS INC.	524-05-50101-344-000	PARTS FOR #2573	1,318.86
			524-05-50101-344-000	PARTS FOR #2775	778.63
				..... CHECK TOTAL	2,097.49
131640	9/11	KENOSHA WATER UTILITY	205-03-53119-224-000	HYDRANT-COMPOST SITE	89.22
131641	9/11	WISCONSIN FUEL & HEATING	630-09-50101-392-000	08/13-CE DIESEL FUEL	24,785.84
			630-09-50101-393-000	08/13-CE LUBRICANTS/	1,586.31
			 CHECK TOTAL	26,372.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131642	9/11	BADGER OIL EQUIPMENT CO.	520-09-50201-317-000	TLS-350 PAPER	30.79
131643	9/11	C.J.W., INC.	524-05-50101-397-000	08/13-GO CONSUMABLE	131.50
131644	9/11	DON'S AUTO PARTS	630-09-50101-393-000	09/13 SE #3091 PARTS	44.88
			630-09-50101-393-000	08/13 SE #2994 PARTS	24.00
				..... CHECK TOTAL	68.88
131645	9/11	R & J WINDOW CLEANING, CO.	110-01-51801-243-000	CLEAN EXTERIOR GLASS	446.00
131646	9/11	FABCO EQUIPMENT, INC.	630-09-50101-393-000	08/13 SE PARTS & MAT	613.10
			630-09-50101-393-000	08/13 SE #2597 PARTS	205.49
			630-09-50101-393-000	08/13 SE PARTS & MAT	193.01
			630-09-50101-393-000	08/13 SE #1993 PARTS	51.32
				..... CHECK TOTAL	1,062.92
131647	9/11	NATIONAL SPRING, INC.	110-02-52203-344-000	08/13-FD ENG#7 SPRIN	205.17
131648	9/11	ACL LABORATORIES	110-02-52101-219-000	LAB 13-097714	21.60
131649	9/11	WISCONSIN SCREEN PROCESS, INC	206-02-52205-344-000	06/13-FD IDENTIFIERS	246.27
131650	9/11	TDS	110-01-51801-227-000	09/13 PHONE SERVICE	5,425.97
			110-00-15202-000-000	09/13 PHONE SERVICE	2,126.37
			520-09-50301-227-000	09/13 PHONE SERVICE	883.39
			110-03-53103-227-000	09/13 PHONE SERVICE	561.92
			110-00-14401-000-000	09/13 PHONE SERVICE	559.45
			632-09-50101-227-000	09/13 PHONE SERVICE	388.60
			110-05-55109-227-000	09/13 PHONE SERVICE	363.00
			521-09-50101-227-000	09/13 PHONE SERVICE	331.78
			501-09-50101-227-000	09/13 PHONE SERVICE	221.19
			110-03-53116-227-000	09/13 PHONE SERVICE	213.35
			520-09-50401-227-000	09/13 PHONE SERVICE	139.98
			110-02-52108-225-000	09/13 PHONE SERVICE	123.90
			110-02-52110-227-000	09/13 PHONE SERVICE	89.45
			524-05-50101-227-000	09/13 PHONE SERVICE	89.20
			206-02-52205-227-000	09/13 PHONE SERVICE	65.35
			110-02-52203-227-000	09/13 PHONE SERVICE	62.55
			110-02-52108-225-000	09/13 PHONE CALLS	41.59
			110-05-55111-227-000	09/13 PHONE SERVICE	36.80
			520-09-50202-227-000	09/13 PHONE SERVICE	31.66
			110-02-52110-225-000	09/13 PHONE CALLS	30.84
			110-01-51801-225-000	09/13 PHONE CALLS	15.07
			524-05-50101-225-000	09/13 PHONE CALLS	5.02
			110-05-55111-225-000	09/13 PHONE CALLS	2.48
			110-05-55109-225-000	09/13 PHONE CALLS	2.48
			520-09-50301-225-000	09/13 PHONE CALLS	2.11
			110-03-53103-225-000	09/13 PHONE CALLS	1.60
			632-09-50101-225-000	09/13 PHONE CALLS	1.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50101-225-000	09/13 PHONE CALLS	.60
			521-09-50101-225-000	09/13 PHONE CALLS	.54
			520-09-50401-227-000	09/13 PHONE CALLS	.30
			110-03-53116-225-000	09/13 PHONE CALLS	.15
				..... CHECK TOTAL	11,818.25
131651	9/11	OFFICEMAX	110-02-52201-311-000	08/13-FD#2607 OFFICE	484.30
			501-09-50101-311-000	08/13-ST#2606 OFFICE	226.99
			110-02-52103-311-000	08/13-PD#2614 OFFICE	144.24
			501-09-50101-311-000	08/13-ST#2606 OFFICE	42.14
			110-02-52201-311-000	08/13-FD#2607 RETURN	266.88CR
				..... CHECK TOTAL	630.79
131652	9/11	PREISS, IRENE	110-02-52203-165-000	09/13 BENEFITS	410.53
131653	9/11	ZAK, PAUL	110-02-52203-165-000	09/13 BENEFITS	861.97
131654	9/11	INDUSTRIAL MARKETING	630-09-50101-393-000	08/13-SE SWEEPER PAR	119.67
131655	9/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-361-000	08/13 SW TOOLS AND S	299.31
			501-09-50105-357-000	08/13 SW TOOLS AND S	289.40
			110-03-53103-389-000	08/13 ST TOOLS AND S	254.50
			110-05-55109-361-000	08/13 PA TOOLS AND S	19.79
				..... CHECK TOTAL	863.00
131656	9/11	STATE EMPLOYMENT RELATIONS	110-01-51303-219-000	DETECTV & LT TESTS	895.00
131657	9/11	CARMICHAEL COMMUNICATIONS	222-09-50101-259-908	PARTIAL 2013 PB&J	3,500.00
131658	9/11	SIGN A RAMA	110-00-44804-000-000	PERMIT 3700 WASH RD	90.00
131659	9/11	HARRIS GOLF CARS SALES/SERV	524-05-50101-713-000	07/13 REPAIR GOLF CA	53.63
131660	9/11	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	08/13 SW STRUCTURES/	55.00
131661	9/11	TRIANGLE APPLIANCE	524-05-50101-235-000	REPAIR DISHWASHER	165.47
131662	9/11	UNITED HOSPITAL SYSTEM	110-02-52102-219-000	RECORDS 13-084688	73.39
131663	9/11	GEIS BUILDING PRODUCTS, INC	110-03-53117-246-000	ROLL PIN	205.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131671	9/11	JENSEN TOWING	110-02-52103-219-000	08/13-#13-117838 TOW	45.00
131672	9/11	WASTE MGMT OF MILWAUKEE	110-03-53117-253-418	08/13 COMPACTOR RENT	697.49
131673	9/11	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	08/13-SE PARTS/LABOR	98.75
131674	9/11	DWD	110-09-56405-162-000	FY 14 W/C ASSESSMNT	22,706.00
131675	9/11	KENOSHA COUNTY TREASURER	110-00-21106-000-000	RE TAX PD IN ERROR	22,417.59
131676	9/11	BCF CONSTRUCTION CORP	405-11-51217-589-822	FINAL-CONTINGENCY	8,434.77
131677	9/11	SHINDLER TIRE RECYCLING LLC	205-03-53118-219-000	08/13-TIRE RECYCLING	900.00
131678	9/11	FASTENAL COMPANY	110-05-55109-361-000	08/13 PA TOOLS/MATER	33.29
			110-05-55109-249-000	07/13 PA TOOLS/MATER	27.05
			110-05-55109-361-000	08/13 PA TOOLS/MATER	24.45
			632-09-50101-389-000	08/13 SE TOOLS/MATER	20.01
			110-05-55109-249-000	07/13 PA TOOLS/MATER	7.79
			110-03-53109-389-000	08/13 ST TOOLS/MATER	4.76
			110-05-55109-361-000	07/13 PA TOOLS/MATER	3.13
			110-05-55109-361-000	08/13 PA TOOLS/MATER	2.02
				..... CHECK TOTAL	122.50
131679	9/11	STEPP EQUIPMENT CO.	630-09-50101-393-000	08/13-SE#2395 PARTS/	262.21
131680	9/11	SCHERRER CONSTRUCTION CO INC	405-11-51208-219-000	FINAL-SPLASHPAD PRJ	6,818.59
131681	9/11	FREDERICK, KAREN	611-09-50101-155-504	WASTE CANS/WELLNESS	84.02
131682	9/11	J EWENS DESIGN INC	110-02-52103-344-000	GRAPHICS	278.45
131683	9/11	WMCCA	110-01-52001-264-000	S DELGADO 10/9/13	265.00
131684	9/11	FEDERAL RESERVE BANK/CHICAGO	110-01-51301-264-000	BOSMAN 9/27/13	75.00
131685	9/11	KENOSHA COUNTY INFORMATION	110-02-52101-219-000	DATA COSTS-10-12/13	450.00
131686	9/11	WASTE MANAGEMENT	633-09-50101-253-000	09/13-LI WEEKLY PICK	92.85
			521-09-50101-219-000	09/13-AR PAPER RECYC	55.70
			110-01-51801-246-000	09/13-MB PULL CHARGE	55.70
			 CHECK TOTAL	204.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131687	9/11	MENARDS (KENOSHA)	110-02-52203-382-000	08/13-FD#2 MERCHANDI	308.86
			110-05-55109-361-000	08/13-PA MERCHANDISE	119.16
			110-02-52106-365-000	08/13-PD MERCHANDISE	86.91
			501-09-50105-361-000	08/13-SW MERCHANDISE	43.97
			633-09-50101-382-000	08/13-LI MERCHANDISE	29.81
			501-09-50105-344-000	08/13-SW MERCHANDISE	19.39
				..... CHECK TOTAL	608.10
131688	9/11	HALLMAN LINDSAY	110-05-55104-249-000	08/13 PA PAINT/PRODU	187.25
131689	9/11	MOTION INDUSTRIES	524-05-50101-344-000	FLEET 2280 PARTS	22.38
			524-05-50101-344-000	FLEET 2280 PARTS	12.35
				..... CHECK TOTAL	34.73
131690	9/11	WHOLESALE DIRECT INC	630-09-50101-393-000	08/13 CE PARTS/MATER	185.54
131691	9/11	WISCONSIN MUNICIPAL COURT	110-01-52001-323-000	DUES-S DELGADO	40.00
131692	9/11	ROLAND MACHINERY EXCHANGE	630-09-50101-393-000	08/13 #3020 PARTS &	481.03
131693	9/11	ERICKSON AUTO TRIM	630-09-50101-393-000	08/13 SE #2601 UPHOL	125.00
131694	9/11	RIMKUS, JASON	761-09-50101-111-000	09/01-15/13 SERVICE	1,933.04
			761-00-21514-000-000	09/01-15/13 SERVICE	28.03CR
			761-00-21599-000-000	09/01-15/13 SERVICE	96.65CR
			761-00-21512-000-000	09/01-15/13 SERVICE	108.90CR
			761-00-21511-000-000	09/01-15/13 SERVICE	119.85CR
			761-00-21513-000-000	09/01-15/13 SERVICE	224.00CR
				..... CHECK TOTAL	1,355.61
131695	9/11	PIRO, RALPH	761-09-50101-111-000	09/01-15/13 SERVICE	916.45
			761-00-21514-000-000	09/01-15/13 SERVICE	13.29CR
			761-00-21599-000-000	09/01-15/13 SERVICE	25.00CR
			761-00-21512-000-000	09/01-15/13 SERVICE	40.70CR
			761-00-21511-000-000	09/01-15/13 SERVICE	56.82CR
			761-00-21513-000-000	09/01-15/13 SERVICE	77.00CR
				..... CHECK TOTAL	703.64
131696	9/11	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	08/13 SE PARTS & MAT	245.74
			630-09-50101-393-000	08/13 SE #3155 PARTS	116.84
			 CHECK TOTAL	362.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131697	9/11	RED THE UNIFORM TAILOR	110-02-52206-367-000	08/13 FD-UNIFORMS	72.95
131698	9/11	WIS SUPREME COURT	110-01-52001-264-000	NORTON/DELGADO	40.00
131699	9/11	TURNING POINT SYSTEMS GROUP	403-11-51316-579-000	GPS SURVEY EQUIPMENT	11,010.00
131700	9/11	AURORA HEALTH CARE	110-01-51303-216-000	08/13 SCREENS	1,882.00
			110-02-52103-219-000	08/13 SCREENS	536.00
			520-09-50101-216-000	08/13 SCREENS	512.00
				..... CHECK TOTAL	2,930.00
131701	9/11	GALA CORPORATION	110-00-44202-000-000	CLASS A RETAIL BEER	350.00
131702	9/11	TIM O'BRIEN HOMES	501-00-21128-000-000	ESCROW-6828 154 AVE	2,000.00
131703	9/11	CHAMBLEE, KYLIE	110-00-44709-000-000	BARTENDER LICENSE	50.00
131704	9/11	WRIGHT, NANCY	501-09-50101-433-000	SWU #9760 OVERPAY	25.04
131705	9/11	LOVELACE, VANESSA	110-00-21905-000-000	BEACH HOUSE-8/31/13	300.00
131706	9/11	BOX-MAHONEY, MICHAEL	110-00-21905-000-000	BEACH HOUSE-9/1/13	300.00
131707	9/11	JENKINS, BARBARA	110-00-21905-000-000	BEACH HOUSE-9/2/13	100.00
131708	9/11	ROCKLAW, THOMAS B	110-00-44708-000-000	TAXI DRIVER LICENSE	5.00
131709	9/11	WELLCRAFT CONTRACTING	110-00-44804-000-000	PERMIT 4432 17 AVE	60.00
131710	9/11	LENCI, MAURO	632-09-50101-261-000	7-8/13 93.6 MILES	52.89
131711	9/11	BUCK, WAYDE B	521-09-50101-261-000	06/13 207 MILES	116.96
			521-09-50101-261-000	07/13 137 MILES	77.41
				..... CHECK TOTAL	194.37
131712	9/11	REINING, BRIAN F.	110-01-51601-261-000	08/13 29 MILES	16.39
131713	9/11	LUELLEN, JONATHAN	110-02-52103-263-000	8/23/13 WINNEBAGO	8.00
131714	9/11	ARNOLD, WARREN J	110-02-52103-263-000	8/23/13 WINNEBAGO	8.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131715	9/11	MEERSCHAERT, GARY	110-01-51601-261-000	08/13 724 MILES	409.06
			110-01-51601-261-000	9/3-6/13 168 MILES	94.92
				..... CHECK TOTAL	503.98
131716	9/11	MOORE, MICHAEL	110-01-51601-261-000	08/13 592 MILES	334.48
131717	9/13	HWY C SERVICE	501-09-50105-235-000	08/13-SW SERVICE/PAR	285.50
131718	9/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	09/13/13 CITY SAL	39,896.48
			110-00-21562-000-000	09/13/13 CITY HRLY	11,081.64
			110-00-21562-000-000	09/13/13 LIBRARY SAL	6,515.89
			110-00-21562-000-000	09/13/13 WATER SAL	5,979.00
			110-00-21562-000-000	09/13/13 WATER HRLY	3,891.87
			110-00-21562-000-000	09/13/13 MUSEUM HRLY	25.00
		..... CHECK TOTAL	67,389.88		
131719	9/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	09/13/13 CITY SAL	852.93
			110-00-21541-000-000	09/13/13 LIBRARY SAL	217.50
			110-00-21541-000-000	09/13/13 WATER SAL	128.35
		..... CHECK TOTAL	1,198.78		
131720	9/13	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	LAB #13-119401	49.60
131721	9/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	09/13/13 CITY SAL	85,834.00
			110-00-21563-000-000	09/13/13 WATER SAL	25.00
				..... CHECK TOTAL	85,859.00
131722	9/13	WILLKOMM INC., JERRY	630-09-50101-392-000	08/13-SE DIESEL FUEL	24,280.86
131723	9/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	09/13/13 DEDUCTION	308.23
131724	9/13	KENOSHA WATER UTILITY	461-11-51201-581-000	6/30-8/31/13 UTILS	37.50
			461-11-51201-581-000	6/30-8/31/13 UTILS	32.02
			461-11-51201-581-000	6/30-8/31/13 UTILS	30.92
			461-11-51201-581-000	5/31-7/31/13 UTILS	29.78
			461-11-51201-581-000	5/31-7/31/13 UTILS	28.68
			461-11-51201-581-000	5/31-7/31/13 UTILS	27.58
		..... CHECK TOTAL	186.48		
131725	9/13	WISCONSIN FUEL & HEATING	630-09-50101-391-000	08/13-SE UNLEADED GA	24,591.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131726	9/13	WISCONSIN TURF EQUIPMENT	524-05-50101-344-000	08/13 PA PARTS & SER	188.36
131727	9/13	BENDER & COMPANY, MATTHEW	110-01-50301-322-000	08/13 LE SUBSCRIPTIO	893.89
131728	9/13	LARK UNIFORM, INC.	110-02-52103-367-000	08/13 #603 UNIFORM I	411.70
			110-02-52103-367-000	08/13 #600 UNIFORM I	305.80
			110-02-52103-367-000	08/13 #575 UNIFORM I	159.90
			110-02-52103-367-000	08/13 #575 UNIFORM I	123.90
				..... CHECK TOTAL	1,001.30
131729	9/13	CHASE BANK KENOSHA	110-00-21513-000-000	09/13/13 DEDUCTIONS	219,685.61
			110-00-21511-000-000	09/13/13 DEDUCTIONS	80,381.37
			110-00-21612-000-000	09/13/13 DEDUCTIONS	80,380.87
			110-00-21614-000-000	09/13/13 DEDUCTIONS	24,800.07
			110-00-21514-000-000	09/13/13 DEDUCTIONS	24,799.87
				..... CHECK TOTAL	430,047.79
131730	9/13	CHASE BANK KENOSHA	761-00-21513-000-000	08/13 KCM DEDUCTS	602.00
			761-09-50101-158-000	08/13 KCM DEDUCTS	353.34
			761-00-21511-000-000	08/13 KCM DEDUCTS	353.34
			761-00-21514-000-000	08/13 KCM DEDUCTS	82.64
			761-09-50101-158-000	08/13 KCM DEDUCTS	82.63
				..... CHECK TOTAL	1,473.95
131731	9/13	ZILSKE LAW FIRM S C	110-09-56405-212-000	6/12-8/23/13 W/C	479.00
131732	9/13	OFFICEMAX	110-01-51601-311-000	08/13 CD #2609 OFFC	160.40
			110-03-53103-311-000	08/13 ST #2613 OFFC	144.65
			521-09-50101-311-000	08/13 AR #2612 OFFC	109.07
			110-01-51901-311-000	08/13 CT #2610 OFFC	38.90
			524-05-50101-311-000	08/13 GO #2611 OFFC	30.90
			521-09-50101-311-000	08/13 AR #2612 OFFC	12.46
				..... CHECK TOTAL	496.38
131733	9/13	PAT'S SERVICES, INC.	110-05-55108-282-000	PORTABLE UNITS-4TH	2,875.00
			110-05-55108-282-000	PORTABLE UNITS-4TH	805.00
			222-09-50101-295-000	PORTABLE UNITS-4TH	480.00
			222-09-50101-295-000	PORTABLE UNITS-4TH	400.00
			110-05-55108-282-000	7/24-8/20 SOUTHPORT	168.00
			 CHECK TOTAL	4,728.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131734	9/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	09/13/13 SAL DEDUCTS	759.00
131735	9/13	TRUGREEN	407-11-51202-219-000	EAB TREATMENT	4,609.50
131736	9/13	MESSERLI & KRAMER P.A.	110-00-21581-000-000	09/13/13 DEDUCTION	502.23
			110-00-21581-000-000	09/13/13 DEDUCTION	159.82
				..... CHECK TOTAL	662.05
131737	9/13	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	09/13 CT-COPIER MNT	502.75
			110-01-50101-232-000	08/13 CT-OVERAGES	225.85
			110-02-52101-232-000	09/13 PD-SERVICE AGR	210.82
			631-09-50101-232-000	09/13 PW-OVERAGES	185.56
			501-09-50101-232-000	08/13 PW-OVERAGES	185.55
			631-09-50101-232-000	09/13 PW-COPIER CHGS	115.59
			501-09-50101-232-000	09/13 PW-COPIER CHGS	115.59
			110-03-53101-232-000	09/13 PW-COPIER CHGS	115.59
			110-03-53101-232-000	08/13 PW-OVERAGES	92.78
			110-01-50301-232-000	09/13 LE-COPIER MNT	42.12
			520-09-50301-232-000	09/13 TD-SERVICE AGR	33.75
			110-01-50901-232-000	09/13 AS-COPIER MNT	21.06
			501-09-50105-232-000	09/13 ST-COPIER MNT	20.78
			521-09-50101-232-000	09/13 AR-COPIER MNT	19.50
			110-01-52001-232-000	09/13 MC-COPIER MNT	17.71
			110-01-51301-232-000	09/13 AD-SERVICE AGR	13.28
			110-03-53103-232-000	09/13 ST-COPIER MNT	12.92
			520-09-50301-232-000	08/13 TD-OVERAGES	6.52
			110-01-52001-232-000	09/13 MC-OVERAGES	2.21
			501-09-50105-232-000	08/13 ST-OVERAGES	.96
				..... CHECK TOTAL	1,940.89
131738	9/13	HUMANA CLAIMS	611-09-50101-155-527	09/06 MED CLAIMS	78,029.71
			611-09-50101-155-527	09/10 MED CLAIMS	47,892.80
			611-09-50101-155-527	09/11 MED CLAIMS	37,758.38
			611-09-50101-155-527	09/09 MED CLAIMS	21,801.20
			611-09-50101-155-527	09/09 PHARMACY	18,620.61
			611-09-50101-155-527	09/11 PHARMACY	17,442.30
			611-09-50101-155-527	09/06 PHARMACY	6,957.79
			611-09-50101-155-527	09/12 PHARMACY	4,790.30
			611-09-50101-155-527	09/10 PHARMACY	1,920.61
			611-09-50101-155-527	09/12 MED CLAIMS	54.45
			 CHECK TOTAL	235,268.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131739	9/13	US CELLULAR	110-02-52102-226-000	08/13 PD-CELL AIRTM	79.10
			110-01-51601-226-000	08/13 CD-CELL AIRTM	46.14
			110-02-52103-226-000	08/13 PD-CELL AIRTM	36.83
				..... CHECK TOTAL	162.07
131740	9/13	WFCA FIRE SERVICE BOOKSTORE	110-02-52206-322-000	08/13 STA 4 TRAINING	410.00
131741	9/13	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	09/13/13 DEDUCTION	34.09
131742	9/13	MALSACK, J	110-09-56501-259-570	9/13 4000 33 AV-GRS	456.00
			110-09-56501-259-570	9/13 4307 30 AV-GRS	241.30
			110-09-56501-259-570	8/13 4831 67 ST-GRS	200.26
			110-09-56501-259-570	8/13 6800 24 AV-GRS	169.21
			110-09-56501-259-570	8/13 1515 68 ST-GRS	139.04
			110-09-56501-259-570	8/13 3214 RSVLT-GRS	132.39
			110-09-56501-259-570	9/13 6212 32 AV-GRS	126.24
			110-09-56501-259-570	8/13 927 WASH-GRASS	124.83
			110-09-56501-259-570	8/13 6916 14 AV-GRS	121.03
			110-09-56501-259-570	8/13 6718 25 AV-GRS	19.00
			110-09-56501-259-570	8/13 6808 20 AV-GRS	4.56
				..... CHECK TOTAL	1,733.86
131743	9/13	JENSEN TOWING	110-02-52103-219-000	08/13 13-121979 TOW	45.00
131744	9/13	ELECTRICAL CONTRACTORS, INC	110-05-55111-235-000	REPAIRS TO POOL	444.20
			110-05-55111-235-000	REPAIRS TO POOL	301.94
				..... CHECK TOTAL	746.14
131745	9/13	WEST SHORE MANAGEMENT	461-11-51201-581-000	REPAIR-4817 37 AVE	98.49
131746	9/13	LETTERING MACHINE	110-02-52103-367-000	POLO	383.50
			110-02-52103-367-000	SET UP	160.00
			110-02-52103-367-000	POLO	62.00
			110-02-52103-367-000	POLO	32.50
				..... CHECK TOTAL	638.00
131747	9/13	PELION BENEFITS, INC.	110-00-21517-000-000	09/01-15/13 DEDUCTS	4,231.70
131748	9/13	WIS DEPT OF REVENUE	761-00-21512-000-000	08/13 KCM DEDUCTS	299.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131749	9/13	JOHNSON BANK	110-00-21532-000-000	09/13/13 CITY SAL	23,856.77
			110-00-21532-000-000	09/13/13 WATER SAL	2,512.92
			110-00-21532-000-000	09/13/13 LIBRARY SAL	1,350.00
			110-00-21532-000-000	09/13/13 CITY HRLY	950.00
			110-00-21532-000-000	09/13/13 WATER HRLY	534.62
				..... CHECK TOTAL	29,204.31
131750	9/13	ASSOCIATED BAG COMPANY	110-01-52001-311-000	6X8 4 MIL POLY BAG	260.86
131751	9/13	CDW-G	611-09-50101-155-000	08/13 COMPUTER EQUIP	171.39
131752	9/13	WRIGHT EXPRESS FSC	110-03-53109-341-000	08/13 CNG	114.43
			110-03-53103-341-000	08/13 CNG	28.61
				..... CHECK TOTAL	143.04
131753	9/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	09/13/13 DEDUCTION	743.00
			110-00-21581-000-000	09/13/13 DEDUCTION	419.00
			110-00-21581-000-000	09/13/13 DEDUCITON	400.00
			110-00-21581-000-000	09/13/13 DEDUCTION	323.00
			110-00-21581-000-000	09/13/13 DEDUCTION	104.00
			110-00-21581-000-000	09/13/13 DEDUCTION	87.00
				..... CHECK TOTAL	2,076.00
131754	9/13	GLEASON REDI-MIX	420-11-51309-589-000	08/13-CONCRETE MATER	22,332.00
			403-11-51102-588-000	08/13-SW CONCRETE MA	8,515.40
				..... CHECK TOTAL	30,847.40
131755	9/13	WARP'S FLEX 0 GLASS	110-05-55103-357-000	GREENHOUSE FILM	508.00
			110-05-55103-357-000	GREENHOUSE FILM	470.40
				..... CHECK TOTAL	978.40
131756	9/13	WIS JUVENILE OFFICERS ASSOC	110-02-52107-264-000	9/18-20 2013 CONF	800.00
131757	9/13	ILLINOIS CHIEF'S ASSOC.	110-02-52203-264-000	10/14-18 IFAMA SEM	350.00
131758	9/13	MENARDS (KENOSHA)	501-09-50105-357-000	08/13-SW MERCHANDISE	482.54
			110-03-53110-389-000	08/13-ST MERCHANDISE	57.38
			110-02-52203-344-000	08/13-FD#4 MERCHANDI	54.06
			110-03-53116-389-000	08/13-WA MERCHANDISE	36.49
			110-03-53110-361-000	08/13-ST MERCHANDISE	35.94
			520-09-50201-246-000	08/13-TD MERCHANDISE	21.19
			110-03-53110-389-000	08/13-ST MERCHANDISE	19.67
			110-03-53109-375-000	08/13-ST MERCHANDISE	14.78
			 CHECK TOTAL	722.05

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131759	9/13	WIS SCTF	110-00-21581-000-000	09/13/13 SAL DEDUCT	9,342.19
			110-00-21581-000-000	09/13/13 HRLY DEDCT	1,463.32
				..... CHECK TOTAL	10,805.51
131760	9/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	09/13/13 DEDUCTION	278.00
131761	9/13	AUTO GLASS SPECIALISTS, INC.	630-09-50101-393-000	08/13 SE #3228 GLASS	231.94
			630-09-50101-393-000	08/13 SE #2506 GLASS	95.00
				..... CHECK TOTAL	326.94
131762	9/13	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	10/13 PREMIUM	49,083.36
			611-09-50101-155-525	09/13 ADJUSTMENTS	328.16
				..... CHECK TOTAL	49,411.52
131763	9/13	TIME WARNER CABLE	520-09-50301-233-000	09/13-TD-ROADRUNNER	139.95
			110-01-51102-233-000	09/13-AR-ROADRUNNER	139.95
			761-09-50101-233-000	9/9-10/8 PHONE/RR	68.74
			761-09-50101-225-000	9/9-10/8 PHONE/RR	59.95
			521-09-50101-219-000	09/13-AR BASIC CABLE	11.05
				..... CHECK TOTAL	419.64
131764	9/13	ARAMARK	110-01-51801-246-000	08/13 ENTRANCE MATS	102.08
			520-09-50201-246-000	08/13 ENTRANCE MATS	41.64
			110-03-53116-246-000	08/13 ENTRANCE MATS	37.76
			632-09-50101-246-000	08/13 ENTRANCE MATS	15.10
				..... CHECK TOTAL	196.58
131765	9/13	NICOLET NATURAL SE	761-09-50101-389-000	09/13 WATER COOLER	7.95
131766	9/13	PROCESSWORKS INC.	110-00-21578-000-000	09/10/13 CHECK REG	1,193.00
131767	9/13	LABAHN, JEFFREY B	110-01-51601-311-000	09/13 REPLENISH	93.93
			110-01-51601-219-000	09/13 REPLENISH	67.00
			110-01-51601-322-000	09/13 REPLENISH	9.99
				..... CHECK TOTAL	170.92
131768	9/13	GENESIS CHIROPRACTIC CLINIC	110-09-56405-161-000	8/5/13 W/C	117.52
131769	9/13	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	7/30/13 W/C	431.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131770	9/13	AURORA HEALTH CARE	110-09-56405-161-000	7/1-31/13 W/C	1,544.90
			110-09-56405-161-000	8/9/13 W/C	518.50
			110-09-56405-161-000	5/29/13 W/C	281.77
			110-09-56405-161-000	7/16/13 W/C	260.31
			110-09-56405-161-000	7/2/13 W/C	208.67
			110-09-56405-161-000	7/15/13 W/C	164.05
			110-09-56405-161-000	7/15/13 W/C	164.05
			110-09-56405-161-000	6/10/13 W/C	163.20
			110-09-56405-161-000	7/11/13 W/C	130.90
				..... CHECK TOTAL	3,436.35
131771	9/13	AURORA HEALTH CARE	110-01-51303-216-000	08/13 SCREENS	628.00
			520-09-50101-216-000	08/13 SCREENS	88.00
				..... CHECK TOTAL	716.00
131772	9/13	STONERIVER PHARMACY SOLUTION	110-09-56405-161-000	7/11/13 W/C	25.74
131773	9/13	UNITED HEALTHCARE BENEFIT	110-09-56310-219-000	08/13 ADMIN CHGS	80.26
131774	9/13	SCHLATER, FRED	402-11-51204-586-000	SIDEWALK REPAIR	837.90
131775	9/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	09/13/13 DEDUCTION	86.03
131776	9/13	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	08/13 SERVICES	3,936.50
131777	9/13	XUYA, CINDY	110-00-21905-000-000	BEACH HOUSE-9/6/13	300.00
131778	9/13	GONZALEZ, EMILY	110-00-21905-000-000	BEACH HOUSE-9/7/13	300.00
131779	9/13	BANKS OF WISCONSIN	110-00-21112-000-000	SPCL ASMT-6017 26TH	21.15
131780	9/13	UCHEGBU, CHINYERE	402-11-51204-586-000	SIDEWALK REPAIR	651.20
131781	9/13	DON'S CONCRETE	110-00-44107-000-000	PERMIT 9966 COOPER	50.00
131782	9/13	TRUSTONE FINANCIAL	110-00-21112-000-000	SPCL ASMT-1935 56TH	10.92
131783	9/13	KREIN, JAMES J	110-09-56405-161-000	9/6/13 W/C	335.45
131784	9/13	EASTON, MICHAEL M	110-01-52001-323-000	STATE BAR DUES	454.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
131785	9/13	WALTERS, BRADLEY G	110-02-52103-263-000	8/29/13 WINNEBAGO	12.00
GRAND TOTAL FOR PERIOD *****					11,359,672.38