

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Kenosha Municipal Building, 625-52nd Street
Council Chambers – Room 200
Monday, October 17, 2016
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held October 3, 2016. **Pgs. 1-4**
Matters referred to the Committees by the Mayor.
Presentation, Commendations and Awards by Mayor.
Awards and Commendations from Boards, Commissions, Authorities and Committees.

CITIZENS' COMMENTS

A. REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Consideration of HOME Program Rental Rehabilitation Loan Funding from Varin/Library Park II, LLC for the Proposed Residences at Library Park Apartments, 720 59th Place. (District 2)
- A.2. Quit Claim Deed to transfer City-owned property located 5802 14th Avenue from the City of Kenosha to Evren and Suzanne Hanson. (District 2) (Also referred to City Plan Commission)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.3. Request for Special Exception from the 840-square-foot Size Limitation to Construct a 960-square-foot Accessory Structure at 4603 47th Avenue (Parcel #08-222-35-127-180). Property Owners/Petitioners: Christian and Marisa Solais; Zoning: RS-1/RS-2. (District 10)

TO THE CITY PLAN COMMISSION

COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications (per list on file in the Office of the City Clerk):
 - a. 17 Operator's (Bartender's) licenses.
 - b. 0 Successor of Agent Status of Beer and/or Liquor licenses.
 - c. 2 Temporary Class "B" Beer and/or "Class B" Wine licenses.
 - d. 0 Taxi Driver Licenses. **Pg. 5**

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

NOTE: All licenses and permits are subject to withholding of issuance by the City Clerk as specified in Section 1.045 of the Code of General Ordinances.

- C.1. Approve applications for new Operator's (Bartender's) Licenses, subject to:
- 30 demerit points:
a. Sheena Varner
- 40 demerit points:
b. Stacy Falcon
c. Joo W. Kim
- 50 demerit points:
d. Sherry Rogers
e. John Langdon
- 55 demerit points:
f. Austin Suhr
(L/P - Ayes 4, Noes 0) **HEARING Pgs. 6-11**
- C.2. Approve application of Cody Schoen for a new Operator's (Bartender's) License, subject to 90 demerit points. (L/P - Ayes 4, Noes 0) **HEARING Pgs. 12-22**
- C.3. Application of Philip L. Tabili for a new Operator's (Bartender's) license. (Recommendation from the City Attorney is to deny, based on material police record.) (L/P - recommendation pending) **HEARING Pgs. 23-30**
- C.4. Approve application of Ohm Fuel Services, Inc. (Jignesh Patel, Agent), for a Class "A" Beer License located at 3806 30th Avenue (Ohm Fuel Mart), upon surrender of a similar license at the same location from Shree Om Enterprises, Inc., subject to 25 demerit points. (District 10) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 31-38**
- C.5. Deny application of AJPN, Inc. for a Class "B" Beer/"Class B" Liquor License located at 5605 22nd Avenue (Kenosha Midnight), upon surrender of a similar license at the same location from Kenosha Midnight, Inc., based on no agent. (District 2) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 39-45**
- C.6. Approve application of Kenosha Creative Space, LLC for a Daily Public Entertainment License on November 5, 2016, located at 605 52nd Street (Kenosha Creative Space), with no adverse recommendations. (District 3) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 46-47**
- C.7. Deny application of AJPN, Inc. for a Probationary Cabaret License located at 5605 22nd Avenue (Kenosha Midnight), based on no agent and denial of liquor license. (District 2) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 48-49**
- C.8. Approve application of Randy Westphal for a Yearly Cabaret License located at 3812 60th Street (Chutes & Ladders), effective November 4, 2016 through June 30, 2017, with no adverse recommendations. (District 11) (L/P - Ayes 4, Noes 0) **HEARING Pgs. 50-51**

- C.9. Approve application of Zignego Company, Inc. for a Temporary Cement Batch Plant located at 8020 S. Green Bay Road. (District 14) (L/P - Ayes 4, Noes 0; Fin. - recommendation pending) **HEARING Pgs. 52-59**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

F. ZONING ORDINANCES 1st READING

- F.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 zz. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035 (Bane-Nelson, Inc.). (District 10) (CP - Ayes 8, Noes 0) **Pgs. 60-62**
- F.2. Zoning Ordinance by the Mayor - To Rezone a portion of the property at 4220 43rd Avenue, and to Rezone the property at 4000 39th Avenue from M-1 Light Manufacturing District to IP Institutional Park District, and to Rezone the property at 4116 39th Avenue from RS-1 Single-Family Residential District to IP Institutional Park District (in Conformance with Section 10.02 of the Zoning Ordinance Bane-Nelson, Inc.) (District 10) (CP - Ayes 8, Noes 0) **Pgs. 63-74**

G. ORDINANCES 2nd READING

H. ZONING ORDINANCES 2nd READING

- H.1. Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 3.155 (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding the B-4 Mixed-Use District. (CP - Ayes 8, Noes 0) (Deferred 10/03/16) **PUBLIC HEARING Pgs. 75-78**

I. RESOLUTIONS

- I.1. Resolution by Finance Committee – Resolution To Amend the City of Kenosha Capital Improvement Program for 2016 by Creating Line OT16-008 “Harborpark Outlook” in the Amount of \$319,000 Using Various Funding Sources in the Amount of \$319,000 for a Net Change of \$0. (PW - Ayes 6, Noes 0; Park Comm. - Ayes 5, Noes 0; Fin. - recommendation pending) **Pg. 79**
- I.2. Resolution by Alderperson John Fox – Resolution to Subname 60th Street between its intersections of 23rd Avenue and 24th Avenue as “Jockey Boulevard”. (PW - Ayes 6, Noes 0) **Pgs. 80-82**
- I.3. Resolution by Alderperson Curt Wilson - Resolution to Declare October 2016 Breast Cancer Awareness Month. (Fin. - recommendation pending) **Pg. 83-84**

- I.4. Resolution by the Mayor - Resolution To Amend the Official Map (for the City of Kenosha, Wisconsin) To Include the Attachment of property East of 10901 60th Street (Parcel #80-4-122-061-0240, in the Town of Somers, Kenosha County, Wisconsin, In accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes) and Create Ward 93 (Ferati). (District 16) (CP - Ayes 8, Noes 0) **PUBLIC HEARING Pgs. 85-88**
- I.5. Resolution by the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #16 (City Of Kenosha, Wisconsin, Under Section 66.1105(4)(h)1., Wisconsin Statutes and Pursuant to Section 66.1105(6)(f), Wisconsin Statutes) (Amazon). (District 16) (CP - Ayes 8, Noes 0; Fin. - recommendation pending) **Pgs. 89-108**
- I.6. Resolution by the Mayor - Resolution To Create Tax Incremental District #19 (City of Kenosha, Wisconsin, under Section 66.1105(4)(gm), Wisconsin Statutes) (Chrysler). (Districts 3, 7 and 11) (CP - Ayes 8, Noes 0; Fin. - recommendation pending) **Pgs. 109-114**
- I.7. Resolution by the Mayor - Resolution To Adopt a Project Plan for Tax Incremental District #19 (City of Kenosha, Wisconsin, under Section 66.1105(4)(g), Wisconsin Statutes) (Chrysler). (Districts 3, 7 and 11) (CP - Ayes 8, Noes 0; Fin. - recommendation pending) **Pgs. 115-141**
- I.8. Initial Resolution by the Mayor - Resolution Authorizing The Borrowing Of Not To Exceed \$660,000 To Finance Projects In Tax Incremental Districts No. 4 And No. 8; Providing For The Issuance Of General Obligation Promissory Notes Therefor; And Levying A Tax In Connection Therewith. (Fin. - recommendation pending) **Pg. 142**
- I.9. Initial Resolution by the Mayor - Resolution Authorizing The Borrowing Of Not To Exceed \$7,880,000 To Finance Projects In Tax Incremental District No. 4; Providing For The Issuance Of Taxable General Obligation Promissory Notes Therefor; And Levying A Tax In Connection Therewith. (Fin. - recommendation pending) **Pg. 143**
- I.10. Resolution by the Mayor - Resolution to Modify the Employee Benefits for Non-Represented Employees for 2016. (Fin. - recommendation pending) **Pg. 144**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Appointments to the Commission on the Arts for a term to expire November 1, 2018:
 - a. Marjorie M. Meyer (5742 Cambridge Circle, Mount Pleasant)
 - b. Kenneth R. Murray (5029 7th Avenue, Kenosha) **Pgs. 145-146**
- J.2. Reappointments to the Commission on the Arts for a term to expire November 1, 2018:
 - a. Temple Burling (7014 5th Avenue, Kenosha)
 - b. Alyssa Nepper (1442 Main Street, Racine)
 - c. K. Scott Plank (655 Briarwood Court, Antioch, IL) **Pg. 147**

- J.3. Reappointments to the Mayor's Youth Commission for a term to expire November 1, 2018:
- a. Alderperson Scott Gordon (5204-46th Avenue, Kenosha)
 - b. Tammy J. Conforti (7906 25th Court, Kenosha)
 - c. Sydney M. Strelow (2410 55th Avenue, Kenosha)
 - d. Ashley N. Collins (7823 49th Avenue, Kenosha) **Pg. 148**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

- K.1. Award of Contract for Project 16-1232 Harbor Park Overlook Repair (Lakefront east of 5501 Ring Road) to A. W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount of \$319,000. (District 2) (PW - Ayes 6, Noes 0; Park Comm. - Ayes 5, Noes 0) **Pg. 149**

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin and Gregory Crecos #4223. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 150-154**
- L.2. Approve Lease Agreement between the City of Kenosha, Wisconsin and 9894 Properties LLC #9894. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 155-179**
- L.3. Approve Agreement of Sublease between 9894 Properties LLC and AVP/Kenosha Aviation LLC #9894. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 180-183**
- L.4. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin and Frank A. Allseits Corporation #9940. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 184-188**
- L.5. Approve Lease Agreement between the City of Kenosha, Wisconsin and 9894 Properties LLC #9940. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 189-212**
- L.6. Approve Agreement of Sublease between 9894 Properties LLC and AVP/Kenosha Aviation LLC #9940. (Airport Comm. - Ayes 4, Noes 0; Fin. - recommendation pending) **Pgs. 213-216**
- L.7. Permanent Storm Sewer and Detention Pond Easement and Agreement between O'Reilly Automotive Stores, Inc. and the City of Kenosha. (District 12) (SWU - Ayes 5, Noes 0) **Pgs. 217-224**
- L.8. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and O'Reilly Automotive Stores, Inc. (District 12) (SWU - Ayes 5, Noes 0) **Pgs. 225-242**

- L.9. Development Grant Agreement (Tax Incremental District No. 8) between the City of Kenosha and Colbert Packaging Corporation (a motion to approve should include a direction to withhold execution of the agreement by the City until receipt of confirmation from Colbert that they have closed on acquiring the subject Property). (Fin. - recommendation pending) **Pgs. 243-260**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Disbursement Record #18 - \$6,736,027.98. (Fin. - recommendation pending)
Pgs. 261-308

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of Project 16-1425 Kennedy Park Drive Resurfacing (Simmons Island Road to 4,050 FT North) which has been satisfactorily completed by Payne & Dolan, Inc. (Kenosha, Wisconsin). The final amount of the contract is \$205,404.50. (District 1) (PW - Ayes 6, Noes 0; Park Comm. - Ayes 5, Noes 0) **Pg. 309**

**O. RECOMMENDATIONS FROM THE COMMITTEE ON
PUBLIC SAFETY & WELFARE**

P. AND SUCH MATTERS AS ARE AUTHORIZED BY LAW OR REGULAR BUSINESS

- P.1. Claim of Dylan Gross, a minor, by Stasha Kramvogel, his mother. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session for, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding this matter. The Common Council will reconvene into open session.**
- P.2. Claim of Lea Bednar. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session for, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding this matter. The Common Council will reconvene into open session.**
- P.3. Daniel G. Wilson v. City of Kenosha, et al. (Fin. - recommendation pending) **CLOSED SESSION: The Common Council may go into Closed Session for, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel regarding this matter. The Common Council will reconvene into open session.**

- a. LEGISLATIVE REPORT
b. MAYOR'S COMMENTS
c. ALDERPERSON COMMENTS

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

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

October 3, 2016

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

**KENOSHA MUNICIPAL BUILDING
COUNCIL CHAMBERS ROOM 200**

At a meeting of the Common Council held this evening, His Honor, Mayor John A. Antaramian presided. The meeting was called to order at 7:33 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Fox, Michalski, Ruffolo, LaMacchia, Paff, Mathewson, Kennedy, Gordon, Pedersen, Wilson, Prozanski, Downing and Bogdala. Alderpersons Rosenberg, Juliana, and Rose were excused.

The invocation by Pastor Ron Auch of the House Assembly of God.

Mayor Antaramian then led the Council in the Pledge of Allegiance to the American Flag.

It was moved by Alderperson Wilson, seconded by Alderperson Ruffolo, to approve the minutes of the meeting held September 19, 2016. Motion carried unanimously.

Ken Cronk, Vice-Chairman of the Hometown Heroes Commission, presented the 3rd Quarter Award to Thomas Fredericksen.

5 citizens spoke during Citizen's Comments: Teddie Gottstein, Virginia Hoekstra, Jim Jake, Carl Wilkins, and Chris Riva.

A. REFERRALS

TO THE PUBLIC WORKS COMMITTEE

- A.1. Resolution by the Public Works Committee - Resolution To Vacate an alley between 75th Street and Roosevelt Road from 38th Avenue east 116 feet (Hervat/Mathewson). (District 8) (Also referred to CP)
- A.2. Resolution by the Public Works Committee - Resolution To Vacate an alley between 24th and 25th Avenues South of 66th Street 100 feet (Hervat/Mathewson). (District 8) (Also referred to CP)
- A.3. Resolution by the Public Works Committee - To Vacate an alley between 61st and 62nd Streets, the north 114.5 feet of the alley west of 14th Avenue (Hervat/Michalski). (District 3) (Also referred to CP)
- A.4. Resolution by Alderperson John Fox - Resolution to Subname 60th Street Between its Intersections of 23rd Avenue and 24th Avenue as "Jockey Boulevard".

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Ruffolo, to approve the following applications (per list on file in the Office of the City Clerk):

- a. 21 Operator's (Bartender's) licenses.
- b. 0 Successor of Agent Status of Beer and/or Liquor licenses.
- c. 0 Temporary Class "B" Beer and/or "Class B" Wine licenses.
- d. 0 Taxi Driver Licenses.

On a voice vote, motion carried.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

C.1. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve applications for new Operator's (Bartender's) Licenses, subject to:

- 0 demerit points:

a. Gurjit Singh

- 10 demerit points:

b. Raul Garcia

- 20 demerit points:

c. Marie Dawn Cruz

A hearing was held. No one spoke. On a voice vote, motion carried.

C.2. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve application of Patrick J. Michaelis for a new Operator's (Bartender's) License to grant, subject to 70 demerit points. A hearing was held. Patrick Michaelis spoke. On a voice vote, motion carried with Alderpersons Gordon and Prozanski abstaining due to conflict of interest.

C.3. It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia, to approve application of PK Mart, Inc. (Gurgit Singh, Agent), for a Class "A" Beer License located at 2710 Roosevelt Road (Roosevelt Citgo), upon surrender of a similar license at the same location from DSD Group, LLC, subject to 0 demerit points. A hearing was held. Kerry Raymond spoke. At 8:06 p.m., it was moved by Alderperson Ruffolo, seconded by Alderperson Mathewson, to take a 5 minute recess. On a voice vote, motion carried. The meeting reconvened at 8:09 p.m. Then on a voice vote of the original motion to approve, motion carried.

C.4. It was moved by Alderperson Paff, seconded by Alderperson Kennedy, to approve application of Sir Arthur's Tavern – Camelot Catering, LLC (Christine Raymond, Agent), for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License on October 8, 2016, located at 3501 14th Avenue (Sir Arthur's Beer Gardens), with no adverse recommendations. A hearing was held. No one spoke. On a voice vote, motion carried.

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 3, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

C.5. It was moved by Alderperson Ruffolo, seconded by Alderperson Paff, to approve application of Traci Peterson for a Temporary Outdoor Extension of the Class "B" Beer/"Class B" Liquor License on October 8, 2016, located at 2425 60th Street (Hatrix), with no adverse recommendations. A hearing was held. Traci Peterson spoke. On a voice vote, motion carried.

It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to approve items C.6. through C.8.:

C.6. Application of TNT's Paddy O' Pub, LLC (Heather Bobst, Agent), for a Daily Cabaret License on October 15, 2016, located at 5022 7th Avenue (Paddy O's Pub), with no adverse recommendations.

C.7. Renewal application of Stephen Lee for a Peddler Stand at the north parking lot located at Southport Marina (3rd Avenue and 57th Street), to be effective through September 30, 2017, with no adverse recommendations.

C.8. Renewal application of Tina Brehm for a Peddler Stand at the north parking lot located at Southport Marina (3rd Avenue and 57th Street), to be effective through September 30, 2017. A hearing was held. No one spoke. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

F. ZONING ORDINANCES 1ST READING

G. ORDINANCES 2ND READING

Full text of ordinances are on file in the office of the City Clerk.

G.1. It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to adopt Ordinance 30-16. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 30-16

By the Mayor

Attachment and Zoning District Classification Ordinance (under Section 66.0307, Wisconsin Statutes) City of Kenosha/Town of Somers, State Approved Cooperative Plan Parcel #80-4-122-061-240, located East of 10901 60th Street, Town of Somers (Ferati).

Approved: John M. Antaramian, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: October 3, 2016

Published: October 12, 2016

G.2. It was moved by Alderperson Mathewson seconded by Alderperson Paff, to adopt Ordinance 31-16. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

Ordinance 31-16

By the Mayor

To Repeal and Recreate Subparagraph 1.01 D.1.q. (of the Code of General Ordinances) regarding the Seventeenth Aldermanic District for the purpose of Adding Ward 93.

Approved: John M. Antaramian, Mayor

Attest: Debra L. Salas, City Clerk-Treasurer

Passed: October 3, 2016

Published: October 12, 2016

H. ZONING ORDINANCES 2ND READING

H.1. It was moved by Alderperson Mathewson, seconded by Alderperson Downing, to defer for two weeks the Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 3.155 (of the Zoning Ordinance for the City of Kenosha, Wisconsin) regarding the B-4 Mixed-Use District. On a voice vote, motion carried.

I. RESOLUTIONS

Full text of resolutions are on file in the office of the City Clerk.

I.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Paff, to approve Resolution 114-16.

On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 114-16

By the Finance Committee – Resolution to Correct Resolution 93-16 (Project 13-1016 2013 Resurfacing Phase III).

Adopted: October 3, 2016

I.2. It was moved by Alderperson Kennedy, seconded by Alderperson LaMacchia, to approve Resolution 115-16 through 119-16 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 hearing was held. No one spoke.

On a voice vote, motion carried and said resolutions were thereupon approved:

Resolutions 115-6

Grass and Weeds - \$11,014.45

Adopted: October 3, 2016

Resolutions 116-6

116-16 Erosion Control Reinspection Fees - \$642.00

**COMMON COUNCIL
OFFICIAL PROCEEDINGS**

October 3, 2016

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

Adopted: October 3, 2016

**Resolutions 117-6
117-16 Trash and Debris Removal - \$554.80**

Adopted: October 3, 2016

**Resolutions 118-6
118-16 Unpaid Permit Fees - \$920.00**

Adopted: October 3, 2016

**Resolutions 119-6
119-16 Zoning/Building Reinspection Fees - \$1,068.00**

Adopted: October 3, 2016

I.3. It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve Resolution 120-16. A hearing was held. No one spoke. On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 120-16

By the Finance Committee - Resolution to Correct Resolution No.100-16 (Approved by Common Council on August 15, 2016) by Rescinding a Special Charge in the Amount of \$170.00 Trash and Debris Removal for 6626 19th Avenue (Parcel #05-123-06-259-020).

Adopted: October 3, 2016

I.4. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve Resolution 121-16. A public hearing was held. No one spoke. On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 121-16

By the Committee on Public Works – Resolution To Order the Cost of Public Sidewalk and/or Driveway Approach Construction and/or Replacement to be Specially Assessed to Abutting Property for Project 16-1208 Sidewalk & Curb/Gutter Program (Citywide Locations).

Adopted: October 3, 2016

I.5. It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to approve Resolution 122-16. A public hearing was held. No one spoke. On a voice vote, motion carried and said resolution was thereupon approved:

Resolution 122-16

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

Adopted: October 3, 2016

I.6. It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to approve Resolution 123-16. A public hearing was held. William Anderson spoke. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 123-16

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

Adopted: October 3, 2016

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia, to approve:

K.1. Award of Contract for Project 16-1121 6th Avenue Storm Sewer (6th Avenue – 60th Street to 59th Street) to DK Contractors, Inc., Pleasant Prairie, Wisconsin in the amount of \$176,000. On roll call vote, motion carried unanimously.

It was moved by Alderperson Mathewson, seconded by Alderperson LaMacchia, to approve:

K.2. Award of Contract for Project 16-2004 Kenosha Engine Plant – Sitewide Soil Remediation (5555 30th Avenue) to A.W. Oakes & Son, Inc. (Racine, Wisconsin) in the amount \$6,214,732.15. On roll call vote, motion carried unanimously.

L. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve:

L.1. Assignment of Kenosha Parking Lot Lease Agreement (5125 - 6th Avenue - Best Western Hotel). It was then moved by Alderperson Mathewson, seconded by Alderperson LaMacchia, to defer for two weeks. After much discussion, Alderpersons Mathewson and LaMacchia withdrew the motion. On roll call vote for the original motion to approve, motion carried unanimously.

It was moved by Alderperson LaMacchia, seconded by Alderperson Haugaard, to approve:

L.2. Approval of Settlement Agreement by and between the City of Kenosha, Wisconsin and Rasch Construction & Engineering, Inc.

L.2.1 It was then moved by Alderperson Mathewson, seconded by Alderperson Ruffolo, to defer for two weeks.

L.2.2 After Alderpersons Mathewson and Paff withdrew the motion, it was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter at 8:52 p.m. On a

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 3, 2016**

John M. Antaramian, Mayor

Debra L. Salas, City Clerk

voice vote, motion carried. At approximately 9:45 p.m., the Common Council reconvened to open session. L.2.3 It was then moved by Alderperson Mathewson, seconded by Alderperson Ruffolo, to defer for two weeks. On roll call vote, motion failed (6-8) with Alderpersons Pederson, Prozanski, Downing, Bogdala, Ruffolo, and Mathewson voting aye.

L.2.4 It was then moved by Alderperson Paff, seconded by Alderperson Mathewson, to approve. On roll call vote, motion carried unanimously.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve 2017 Community Development Block Grant Fund Allocation Plan.

At this time Alderperson Prozanski left the meeting. A public hearing was held. No one spoke. On roll call vote, motion carried unanimously.

M.2. It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson, to approve Disbursement Record #17 - \$4,777,887.63. On a voice vote, motion carried.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

It was moved by Alderperson Bogdala, seconded by Alderperson Mathewson, to approve:

N.1. Change Order (Contract Deadline Only) for Project 16-2004 Kenosha Engine Plant – Sitewide Soil Remediation (5555 30th Avenue).

N.2. Acceptance of Project 16-1427 Nash Park Ball Stop (6022 60th Street) which has been satisfactorily completed by Bane-Nelson, Inc. (Kenosha, Wisconsin). The final amount of the contract is \$9,600.

On a voice vote, motion carried unanimously.

**O. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC SAFETY & WELFARE
P. AND SUCH MATTERS ARE AUTHORIZED BY LAW OR REGULAR BUSINESS**

ADJOURNMENT

There being no further business to come before the Common Council, it was moved by Alderperson Gordon, seconded by Alderperson Michalski, to adjourn at 10:09 p.m. On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
October 3, 2016**

B.1.	OCTOBER 17, 2016		BARTENDERS	NO ADVERSE
a.	First Name	Last Name	Address	Business Name
1	Joan	Betsanes	17366 Oconto Ave-Tinley Park, IL	Carthage College
2	Jennifer	Burnau	7942 91 st Ave #38 – Pleasant Prairie, WI	Mariah's
3	Debra	Cain	7924 24 th Ave	n/a
4	Maxwell	Dinan	5513 37 th Ave	Bill's Corner Club
5	Kathryn	Gray	6120 33 rd Ave	Lakeside Players Inc
6	Crystal	Gross	5702 13 th Ct. Lower	Swedish American Club
7	Kelly	Hearne	15507 Maple Ct.-Homer Glen, IL	Carthage College
8	Marita	Heidler	178 Briar Ridge Ln- Lake Villa, IL	Los Taquitos Restaurant
9	Sanjay	Jethva	1125 Goldfinch Lane- Antioch, IL	OHM Fuel Mart
10	Gurmit	Kaur	204 Summerhaven Lane- Lake Geneva	PK Mart Inc.
11	Olivia	Kurtis	3733 15 th St #2B	Mike's Chicken & Donuts
12	Kushal	Singh	3965 Ludington Ct.- Hanover Park, IL	OHM Fuel Mart
13	Jessica	Meronek	1324 S. Emmertsen Rd.- Racine	Club Benes
14	Justin	Perez	514 A North 6 th St - Waterford, WI	Pick N Save
15	Katrina	Pierson	3142 Kearney Ave.- Racine	n/a
16	Abbey	Prellberg	716 N. Clover Ct. - Lindenhurst, IL	Sodexo
17	Daniel	Wisniewski	712 45 th Lower	Buffalo Wild Wings
	TOTAL =	17		
b.	SUCCESSOR OF AGENT			
	First Name	Last Name	Address	Business Name
	TOTAL =	0		
c.	TEMPORARY CLASS "B" BEER			
	Event Date	Organization Name	Location of Event	Event
1	11/26/16	Kenosha Blue Line Hockey Club	7727 60 th Ave	Ryan Knight Memorial Hockey Game
	TEMPORARY CLASS "CLASS B" WINE			
	Event Date	Organization Name	Location of Event	Event
	TEMPORARY CLASS "B" BEER & "CLASS B" WINE			
	Event Date	Organization Name	Location of Event	Event
1	11/05/16	Kenosha Creative Space, Inc	5722 6 th Ave	Day of the Dead Fundraiser
	TOTAL =	2		
d.	TAXI DRIVERS			
	TOTAL =	0		

Operator's (Bartender) License

1a

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/29/2016	Sheena Varner		Valid Illinois
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170726	2207 Elisha Avenue, Zion, IL	Meijer	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/27/2015	THEFT	Guilty due to Guilty Plea	N	10

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	10	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	30	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="30"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

1b

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/27/2016	Stacy Falcon		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170723	6919 53rd Street #123	Noodles & Company	7224 118th Ave, Ste A

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/21/2016	LICENSE VIOLATION	DISPO PENDING	N	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	20	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	40	

CITY ATTORNEY'S COMMENTS
APPLICATION FILED ON 9/27/16

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="40"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

New Operator's (Bartender) License

1c

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/27/2016	Joo Won Kim		Washington DL
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170721	6807 25th Avenue	Soon's Sushi Café	2100 54th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/12/2016	LICENSE VIOLATION	GUILTY	N	20

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	20
Were all offenses listed on the application?	N=20
TOTAL DEMERIT POINTS	40

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="40"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

Id

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/22/2016	Sherry Rogers		Revoked Illinois
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170716	4400 19th Avenue	Not Listed	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/23/2012	OPERATING WHILE INTOXICATED	GUILTY	Y	50

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	50	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	50	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="50"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

New Operator's (Bartender) License

Police Record Report

1a

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/20/2016	John Langdon		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170709	9002 Sheridan Rd #184	Walgreens	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/21/2015	OPERATING WHILE INTOXICATED	GUILTY	Y	50
7/21/2015	BLOOD ALCOHOL CONTENT	DISPO PENDING	Y	

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	50	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	50	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	GRANT , Subject to <input type="text" value="50"/> Demerit Points
<input type="checkbox"/>	DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	DEFER or GRANT subject to Non-Renewal Revocation due to False Application

New Operator's (Bartender) License

1f

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/28/2016	Austin Suhr		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170725	3301 109th Street Pleasant Prairie, WI	Southport Pantry	7506 7th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
11/30/2013	DRUG/POSSESS MARIJUANA	FOUND GUILTY	N	10
5/13/2016	POSSESSION OF MARIJUANA 2016FO607	GUILTY DUE-NO CONTEST	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	35	
Were all offenses listed on the application?	N=20	
TOTAL DEMERIT POINTS	55	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="55"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**New Operator's (Bartender) License
Police Record Report**

②

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
8/24/2016	Cody Schoen		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170663	1914 18th Avenue	Shenanigan's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/14/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	10
6/25/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
8/12/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
10/28/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
11/10/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
11/12/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
12/6/2015	OPERATING WHILE SUSPENDED	GUILTY	Y	20
3/2/2016	OPERATING WHILE SUSPENDED	GUILTY	Y	20
5/18/2014	RESIST/OBSTRUCT OFFICER	GUILTY BY DEFAULT	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	175	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	175	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input type="checkbox"/> GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> DENY, based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

I lost too many points and they revoked my license

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

8/16/11 SCARLET BOND FORFEITURE

10/10/2014 EXCEEDING SPEED ZONES GUILTY

10/10/14 NON-REGISTRATION OF AUTO GUILTY

SEE PAPER ON BACK FOR THE REST.

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

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

SPERANIGNAS Kenosha WI

GROWERS VISIT ~~WI~~ Prairie WI

Kenosha Alien TX

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

1914 15th Ave Kenosha WI

380 Cinnamon Ct Allen TX

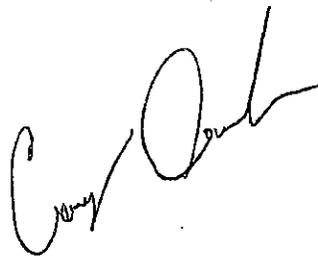
READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it may be denied.

Applicant's Signature:

Date:

8/24/16

12/09/14	Exceeding speed zones	Guilty
1/26/15	speeding on freeway (no limit)	Guilty
4/14/15	Exceeding speed zones	Guilty
4/14/15	Operating while suspended	Guilty
6/25/15	Operating while suspended	Guilty
6/25/15	operate M/V without liability insurance	Guilty
8/12/15	Operating while suspended	Guilty
8/12/15	operate M/V without liability insurance	Guilty
8/12/15	Seatbelt	Guilty
8/12/15	Racing on highway	Guilty
10/28/15	Exceeding speed zones	Guilty
10/28/15	Operating while suspended	Guilty
11/10/15	Operating while suspended	Guilty
11/12/15	Operating while suspended	Guilty
10/12/15	OPER M/V without ins	Guilty
11/12/15	Vehicle operator fail seatbelt	Guilty
3/2/16	Operating while suspended	Guilty
3/2/16	operate of belt. after ^{after} Rev/susp of Reg	Guilty

 8/24/16

This letter is to recommend Cody Schoen to be considered for a Bartender's license. I have known Cody for 6 years and feel that he is capable of following the laws in accordance with this license protocol. He has proven to be a young man passionate about his moral code and will prove to be assertive enough to accurately screen patron's identification and/or intoxication status.

Thank you for your consideration.

Sincerely,



Doreen Perri

9-26-16

262-359-8743

Kenosha Unified School District
maximizing the brilliance of children

Doreen Perri, R.N.
School Nurse

Phone: (262) 359-8743
Fax: (262) 359-8756
Email: dperri@kUSD.edu

Indian Trail High School and
Academy
6800 - 60th Street
Kenosha, WI 53144

TO WHOM IT MAY CONCERN:

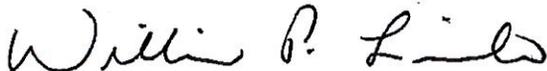
23 September 2016

SUBJECT: CODY SCHOEN

It is with great pleasure that I write this letter of recommendation for former Cadet Cody Schoen. I have known him for the past four school years. He was a superior cadet who served as a platoon leader and guiding light for Kenosha Military Academy (KMA).

During Cody's high school career, he displayed a high degree of commitment to KMA, Indian Trail High School and the community at large. He is mature beyond his age!! His community service greatly exceeds the ten hours required to graduate high school and he served as senior person in charge during several events at Bose and Stocker Elementary Schools. He also assisted with feeding the hungry at the local Shalom Center food-bank.

Cody is a true leader. His ability to express himself orally and in writing is superb. He is one of the most valued cadet's I've met. He'll be a true asset to any organization! Point of contact is the under signed at (847) 804-2412.



WILLIAM P. LINDO (CSM RETIRED) UNITED STATES ARMY

This letter is in reference to Cody Schoen receiving a bartender's license in the city of Kenosha. I believe Schoen is assertive enough and responsible enough to serve patrons appropriately, and also refuse service to intoxicated customers. I have seen Schoen demonstrate good judgment in the past.

Eric Block

A handwritten signature in black ink, appearing to read 'Eric Block', written in a cursive style.

9/26/16

September 18, 2016

To whom it may concern,

I am writing this letter in reference to my former employee and potential employee again in Cody Schoen. During Cody's time working for and with me in the past he demonstrated a great work ethic and dedication to performing his job up to the high standards that I set. Over his time with me Cody was always on time for work, picked up extra shifts to help out the company at multiple locations, and dedicated his work to taking care of his daughter. Though he had some youthful indiscretions, he is now going to school, taking care of his daughter, and trying to work again at Shenanigans SOS for me. This job is important for him as it and I work around his schedule of classes and parenting. I hope that you can give him the opportunity to work in an environment that allows for this and allows for him to further his education and life development. I am more than happy to answer any further questions you may have. Thank you for the consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. J. Rasch', with a long horizontal flourish extending to the right.

Kevin J. Rasch
Shenanigans SOS – Manager
262-496-5590

MILWAUKEE AREA TECHNICAL COLLEGE
Student Schedule

08-19-16 a
1399764
Cody J. Schoen
1914 18th Avenue
Kenosha, WI 53140

Academic Program(s): 31-402-2, 31-402-3
10-153-1.A



Advisor:

CODY J SCHOEN
1914 18TH AVENUE
KENOSHA WI 53140

Course Synonym Instructor	Days	Meeting Times	Location	Bldg/Room	Inst Meth	Start Date	End Date	Credits CEUs
*** Term: FA2017								
00005089SOCSCI-203-007 Introduction to Sociology R. De Silva	MW	11:00AM 12:25P	South	SOMB A114 Main Building	LEC 6665 S Howell Av	08/29/16	12/21/16	3.00cr Oak Creek WI 53154
00004237ENG-201-003 English 1	MW	09:30AM 10:55A	South	SOMB A244 Main Building	LEC 6665 S Howell Av	08/29/16	12/21/16	3.00cr Oak Creek WI 53154
00005158PSYCH-231-005 Introductory Psychology M. Allen-Harris	TTH	09:30AM 10:55A	South	SOMB A244 Main Building	LEC 6665 S Howell Av	08/30/16	12/22/16	3.00cr Oak Creek WI 53154
00017301ECON-201-010 Principles of Microeconomics M. Rubenkov	TTH	01:00PM 02:25P	South	SOMB A114 Main Building	LEC 6665 S Howell Av	08/30/16	12/22/16	3.00cr Oak Creek WI 53154
Total Credits:		12.00						
Total CEUs:		0.00						
Total UPASS Credits:		12.00						

*** You have been given an official MATC email account. Please go to <http://www.matc.edu/techhelp/gmail.cfm>
*** for more information. All official correspondence will be sent to this account.

*** Beginning January 2, 2013, new students must activate their MATC network account before they can login
*** to their MATC e-mail, the MATC Online Orientation, myMATC and other computer applications.
*** Go to <http://www.matc.edu/activate/index.cfm> to setup your account access.



STATE
WISCONSIN

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

COMPANY

DAIRYLAND INSURANCE COMPANY

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

WI 474111712

08-08-16

08-08-17

YEAR MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

1998 HONDA

JH2SC3607WM003382

AGENCY/COMPANY ISSUING CARD

PARKER STEVENS AGY-D 4702539
P O BOX 8034

STEVENS POINT
800-874-4453

WI 54481

INSURED

IACCONI MEGHAN
1914 18TH AVE
KENDSHA

WI 53140

SEE IMPORTANT NOTICE ON REVERSE SIDE

08-08-16

5401 WI-171A-1

DAIRYLAND INSURANCE COMPANY
PO Box 8034
Stevens Point, WI 54481

DAIRYLAND
CYCLE
INSURANCE

Dairyland Cycle Roadside Assistance

1-855-817-6506

Name: IACCONI MEGHAN

Policy number: 474111712

Effective date: 08-08-16

Expiration date: 08-08-17



WISCONSIN

0000000

Certificate of Vehicle Registration

Plate Number 359HH					Registration CYC CYC		Chassis CYCL		Gross Weight		Period 2		Product Number 10925162313		Registration Number 16231CC0276	
Vehicle Identification Number JH2SC3607WM003382					Year 1998		Make HOND		Expiration Date 04/30/2018		Amount Received \$ 25.13		Color RED		Fleet No.	

SCHOEN CODY JOHN
 1914 18TH AVE
 KENOSHA, WI 53140-4720

This Registration Certificate is not a Title. Not Valid for Transfer of Ownership.

Contact the 414-266-1000
 Division of Motor 608-266-1466
 Vehicles at:
wisconsin.dmv.gov



License Plate / Sticker Information: Carry this notice in your vehicle.

Wisconsin DMV will mail your plates (plate number shown above) and stickers separately if they were not handed to you or received with this certificate of registration. Regular plates and stickers should arrive in 10 to 14 days. Special / personalized plates with stickers should arrive in 4 to 6 weeks.

If you did not request new plates, you are receiving them because state law requires the replacement of older plates.

If you currently have plates, keep them on the vehicle until your new plates arrive. You must destroy your old plates after you put the new plates on your vehicle. You may not operate an auto or truck registered at 8,000 lbs. or less without license plates.

If you have questions about regular plates, e-mail: vehiclequestions@dot.wi.gov OR call 608-266-1466.

If you have questions on special/personalized plates, e-mail: special-plates.dmv@dot.wi.gov OR call call 608-266-3041.



Refer 10/10
RM 95
4:30

FILED	9/8
INITIALS	W
ADVERSE/NO ADV	
LP	9/26
CC	
LETTER	W/MAIL 9/14

BARTENDER'S (OPERATOR'S) LICENSE
CLK217 (rev. 03/16)

Fee: \$75.00 new renewal

Beverage Course Completed
 HOLD for Beverage Course

License # N170692
Provisional Issued: yes no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30th day of June, 2018 (unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: TABILI First Name: PHILIP MI: L.
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: _____ Gender: M Phone: (262) 818-6977

Home Address: 4903-24th Ave Kenosha, WI 53140
CITY STATE ZIP

Email: phillytabili69@yahoo.com
(correspondence will be via email if address is given)

Driver's License or State ID Number _____
STATE NUMBER

Name of Business Where License will be used Jill's Place
(PLEASE NOTE: license may be utilized in the City of Kenosha only.)

ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

~~See attached~~ OWI 12-3-2011
11-16-2012 operating after Revocation
12-03-2011 Contempt Bail Jumping

Amended
10/11/2016
P.T.

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

Feb. 20 - Sept. 20 K.P.C. 2012 K.C.D.C.
Nov. 2012 - Oct 2013 Black River Falls prison

3. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

Suspended 2012 / currently hold occupational
prior suspensions don't remember the dates

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

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

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

Salvation Army
McDonald's
Disability (currently)

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

4903-24th Ave Kenosha, WI 53140

READ CAREFULLY BEFORE SIGNING: I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so. If this application contains statements or information which is untrue, incorrect and/or incomplete in any material respect, it may be denied.

Applicant's Signature:

Date:

9-08-16

October 11, 2016

To whom it may concern;

I am writing this letter to inform you why I believe in Philip Tabili's ability to run my establishment, Jill's Place. I have personally known Philip for at least five years. During this time, it has become obvious that I am able to trust him without reservation. Anytime I need help, he is the first person there, always going above and beyond. He has been known to stop whatever he is doing to help me and I greatly appreciate that. Phil has shown me has exceptional character. I would not trust just anyone to run my business. I know, without a doubt, that he will succeed in turning Jill's Place into an establishment that patrons will want to frequent.

Thank you for your time,

Jill

Joe M. Raphael

*Any Questions Feel Free
TO CALL ME
262 909-8766*

General André Cox
International Leader

Paul R. Seiler Commissioner
Territorial Commander

Steven Merritt, Major
Divisional Commander

Marie Lewis, Auxiliary Captain
Corps Officer



DOING THE
MOST GOOD™

Kenosha

Corps Community Center
3116 75th Street
Kenosha, WI 53142

262.564.0286
Fax 262.564.0290

www.SAKenosha.org
www.facebook.com/SAKenosha

September 28th 2016

To whom it may concern,

Phil Tabili was been volunteering with The Salvation Army since 2014. He has been a stable asset to our organization through the years. Phil was hired on as our Maintenance Supervisor until our funding wouldn't allow keeping him in his position.

Phil continues to volunteer here at The Salvation Army as well as an active church member.

We sincerely appreciate Phil's commitment and dedication to The Salvation Army of Kenosha.

Jennifer G. Chalekian



Volunteer/Kettle Coordinator

Salvation Army of Kenosha

262-564-0286 Ext. 102

"Have you remembered The Salvation Army in your will?"

Donations by phone 1.800.SALARMY or internet www.SAKenosha.org October 17, 2016 Pg. 27

Common Council Agenda Item C.3.

LOYAL ORDER OF MOOSE

KENOSHA LODGE NO. 286 - 3003 - 30TH AVENUE, KENOSHA, WI 53144 (262) 657-7831

To whom it may concern;

This letter is in reference to one Phillip Tabili.

Since Phil has become a member here at the Kenosha Moose Lodge in 2014 he immediately started volunteering for several of our events.

He has been active weekly with our bingo on Wednesday nights helping out with the calling and working the floor.

He has volunteered at our picnics, kid's parties and any event we are in need of extra hands to help out.

Phil is one of our go to guys and with his charismatic nature, he gets along with everyone he works with.

Sincerely Yours;

Richard Smart



Administrator, Kenosha Moose Lodge #286
3003 30th Avenue
Kenosha, WI. 53144

DRIVER SAFETY PLAN STATUS REPORT

Wisconsin Department of Transportation
s.343.16, 343.30(1q), or 343.305(10) Wis. Stats.
MV3631 10/2004

General Information

Name (Last, First, MI) Tabili Philip L		Birth Date	Sex M	Driver License Number	State WI
Address 4903-24th Avenue		City, State, ZIP Code Kenosha WI 53140		County of Residence Kenosha	Area Code – Telephone (262) 818-6977
Judge		Court Address (Street, City, ZIP Code)			Client Occupation
Citation Number	Court Case Number 12-CF-000173	Non-UTC Number	Most Recent Conviction Date(s) 2/10/2012		

Arrest Information

Arrest Date(s) 12/3/2011	Arrested For				
Blood Alcohol Level	<input type="checkbox"/> Controlled Substance and/or Other Impairing Drug: <input type="checkbox"/> Implied Consent <input checked="" type="checkbox"/> OWI - Operating While Intoxicated <input type="checkbox"/> Repeat Offense <input type="checkbox"/> OWI – Injury <input type="checkbox"/> OWI – Great Bodily Harm <input type="checkbox"/> OWI – Homicide				
Total Lifetime OWI Arrests: 5					

Referred Information:

Court DOT Voluntary

Assessment Finding Information

<input checked="" type="checkbox"/> Alcohol	<input type="checkbox"/> Other Drug(s) -
Final Diagnosis	

Driver Safety Plan Information - Program Recommendation

<input type="checkbox"/> Group Dynamics	<input type="checkbox"/> Multiple Offender Program	Provider Name
<input checked="" type="checkbox"/> Outpatient Treatment	Regimen and Provider Name 1 to 12 Months Wheaton Franciscan (Kenosha)	
<input type="checkbox"/> Inpatient Treatment	Regimen and Provider Name	
<input checked="" type="checkbox"/> Victim Impact Panel		

For any of the 6 choices below, please give provider name and explanation

<input type="checkbox"/> Medical Exam	<input type="checkbox"/> Psychiatric	<input type="checkbox"/> Detoxification	<input type="checkbox"/> Residential	<input type="checkbox"/> Day Treatment	<input checked="" type="checkbox"/> Other
Provider Name					

Explanation

Plan Completion Date 1/27/2015	Plan Extended Through – Total Assessment Period Cannot Exceed 16 Months
In Compliance Date(s) Plan	Non-Compliance Date(s) Assessment Interview
Assessment Fee Treatment Fee N/C Report Sent in Error	Plan Assessment Fee Treatment Fee

(Provide date(s) only for the action(s) being taken for this report filing.)

Description, Prognosis or Comments Completed all DSP requirements
--

Assessment Facility/Assessor Information

Agency Hope Council on Alcohol & Other Drug Abuse, Inc.		Name - Please Print Cheryl Pataska	
Address 5942-6th Avenue	Area Code – Telephone (262) 658-8166	Signature <i>Cheryl Pataska</i>	Date 3/6/15
City, State, ZIP Code Kenosha WI 53140		Title/Certification Office Manager	

Distribution: 1 – Assessment; 2 – Plan Provider; 3 – DOT; 4 - Client



Consumer Safety Technology, LLC.

(877) 777-5020

www.Intoxalock.com

11085 Aurora Ave, BLDG 2, Urbandale, IA 50322
Local: (515) 331-7643 Fax: (515) 331-9079

Customer Name: Phillip Tabili
4903 24th Ave
Kenosha, WI 53140

\$14560524soe
14560524
STANDARD

Customer ID: 199057

Drivers License #: _____ Date of Birth: __

Vehicle Yr/Mk/Mdl/Color: 2015 Dodge Challenger - Lime Green

License Plate: PENDING (WI)

Reg. Owner: Tabili, Phillip

VIN: 2C3CDZDJ2FH788359

Case Number:

Service Center: Matt's Mobile Electronics
5819 52nd St
Kenosha, WI 53144

Intoxalock® Serial Nbr: _____

Scheduled Appt: 09-27-2016 9:00 AM

Next Calibration Date:

Service Technician _____
Signature

Print Name

Customer _____
Signature

Print Name

Date _____

**State of Wisconsin
Certificate of Intoxalock De-Installation**

- The Most Advanced Ignition Interlock System

5

USG-1029235886-02

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Oct 18 20 16 :
ending June 30 20 17

TO THE GOVERNING BODY of the: Town of } Kenosha
 Village of }
 City of }
County of Kenosha Aldermanic Dist. No. 10 (if required by ordinance)

Applicant's WI Seller's Permit No. / FEIN Number: <u>USG-1029235886-02</u> / <u>81-3704906</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>375</u> -
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>23</u> -
TOTAL FEE	\$

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION
hereby makes application for the alcohol beverage license(s) checked above.

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Ohm Fuel Mart / Ohm Fuel Services Inc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>President</u>	<u>Sanjay Jethwa</u>	<u>1125 GoldFuch Ln Antioch IL</u>	<u>60002</u>
Vice President/Member				
Secretary/Member	<u>Secretary</u>	<u>Rovindra Kumar Gupta</u>	<u>612 Picadilly Lane Antioch IL</u>	<u>60002</u>
Treasurer/Member	<u>Treasurer</u>	<u>Kushal P. Singh</u>	<u>3965 Ludington Ct Hanover Park IL</u>	<u>60138</u>
Agent ▶	<u>Signesh Patel</u>			
Directors/Managers		<u>1615 Sunny Slope Dr. Racine, WI</u>	<u>53406</u>	

3. Trade Name ▶ Ohm Fuel Mart Business Phone Number 262-764-3290
4. Address of Premises ▶ 3806 30th Avenue Kenosha Post Office & Zip Code ▶ 53144

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
- 6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
- 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
- 8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date 8/29/16 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 3806 30th Ave Kenosha Wis - 53144

- 10. Legal description (omit if street address is given above):
- 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Shree Ohm Enterprises, Inc.
- 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
- 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
- 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 26 day of September, 20 16
[Signature]
(Clerk/Notary Public)
My commission expires 2-4-18

[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

8. (c)

- Sanjay Tethwa owns.

Quick Pick Liquors.

Mundelein IL, Class B Liquor License.

Shree om enterprises INC

3806 30th DYE

Kenosha, WI 53144

ALCOHOL BEVERAGE LICENSE

Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/28/2016	Jignesh R. Patel		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	1615 N Sunnyslope Drive Mount Pleasant, WI 53406	Ohm Fuel Mart	3806 30th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/6/2014	LIQUOR, SELL TO MINOR	GUILTY BY DEFAULT	Y	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	25	
Were all offenses listed on the application?	Y	
TOTAL DEMERIT POINTS	25	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="25"/> Demerit Points
<input type="checkbox"/> DENY , based on material police record (substantially related to the license activity)
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE – CHECK ALL THAT APPLY:**

<input checked="" type="checkbox"/>	CLASS "A" BEER (GROCERY STORE, LIQUOR STORE, GAS STATION)	<input type="checkbox"/>	"CLASS A" LIQUOR (GROCERY STORE, LIQUOR STORE, GAS STATION)
<input type="checkbox"/>	CLASS "B" BEER (RESTAURANT, BAR)	<input type="checkbox"/>	"CLASS B" LIQUOR (RESTAURANT, BAR)

- Applicant Name Ohm Fuel Services Business Name Ohm Fuel Mart
W. 53144
- Property Information: Address 3806 30th Ave Kenosha Owner Jignesh Patel
Ohm Fuel LLC
If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.) Oct 3rd 2016
- Square footage of building 2500 Sq ft. Assessed value of property \$305,000⁰⁰ *closing to Ohm Fuel Services Inc*
- Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 7,000⁰⁰
- If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or (No) or Not Applicable (circle one)
- Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER 7,000⁰⁰

LIQUOR -

FOOD 3,000

OTHER (specify) 18,000

TOTAL GROSS MONTHLY REVENUE 28,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Ohm Fuel Service Inc Business Name Ohm Fuel Mart

Property Information: Address 3806 30th Ave Owner Ohm Fuel Service Inc
Kenosha WI - 53144

7. Explain how the issuance of this license will benefit the City: Improve the Business
and Sales Tax and new employees

8. Explain why the business will have a substantial positive impact upon the surrounding properties: Help Developing the Business and Town

9. Explain why the business have a significant, positive influence on the City economy: City will get the Tax and more work
from people

10. Has the applicant contacted the alderperson of the district where this business is located? Not Yet

11. List other factors the Common Council should consider: _____

It is existing Business

Just transfer of ownership

Applicant's Signature



LICENSE SURRENDER

STATE OF WISCONSIN }
KENOSHA COUNTY } SS

Three on Intprises LLC
(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
- "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
- "Class C" Wine

Affiant will surrender said license #(s) 17 0037 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:

* Ohm Fuel Services Inc

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # _____, to the City Clerk

prior to the time a license is issued to * Ohm Fuel Services Inc

and provide further that a license is granted to _____ the person herein designated.

Deeter Deeter
Individual/Partner/President of Corporation

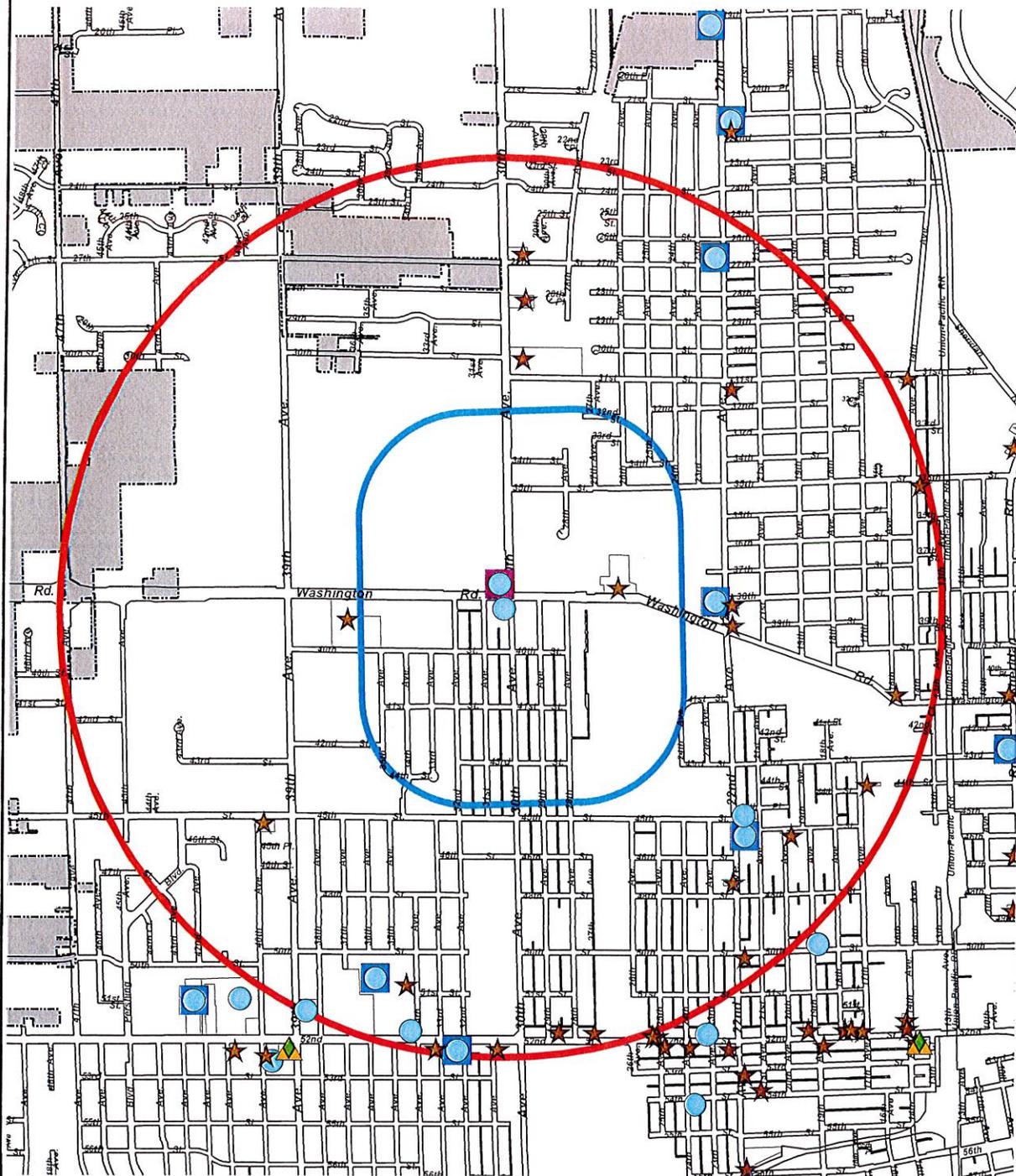
Partner/Corporate Officer

Subscribed and sworn to before me this 26 day of September, 2016

Notary Public
Kenosha County, Wisconsin

My Commission Expires: 2-4-18

"Class A" Beer Application 3806 30th Avenue



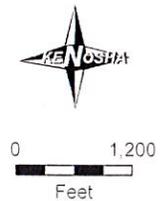
- Class "A"
- "Class A"
- "Class A" Cider ONLY
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

5,280 ft. Radius

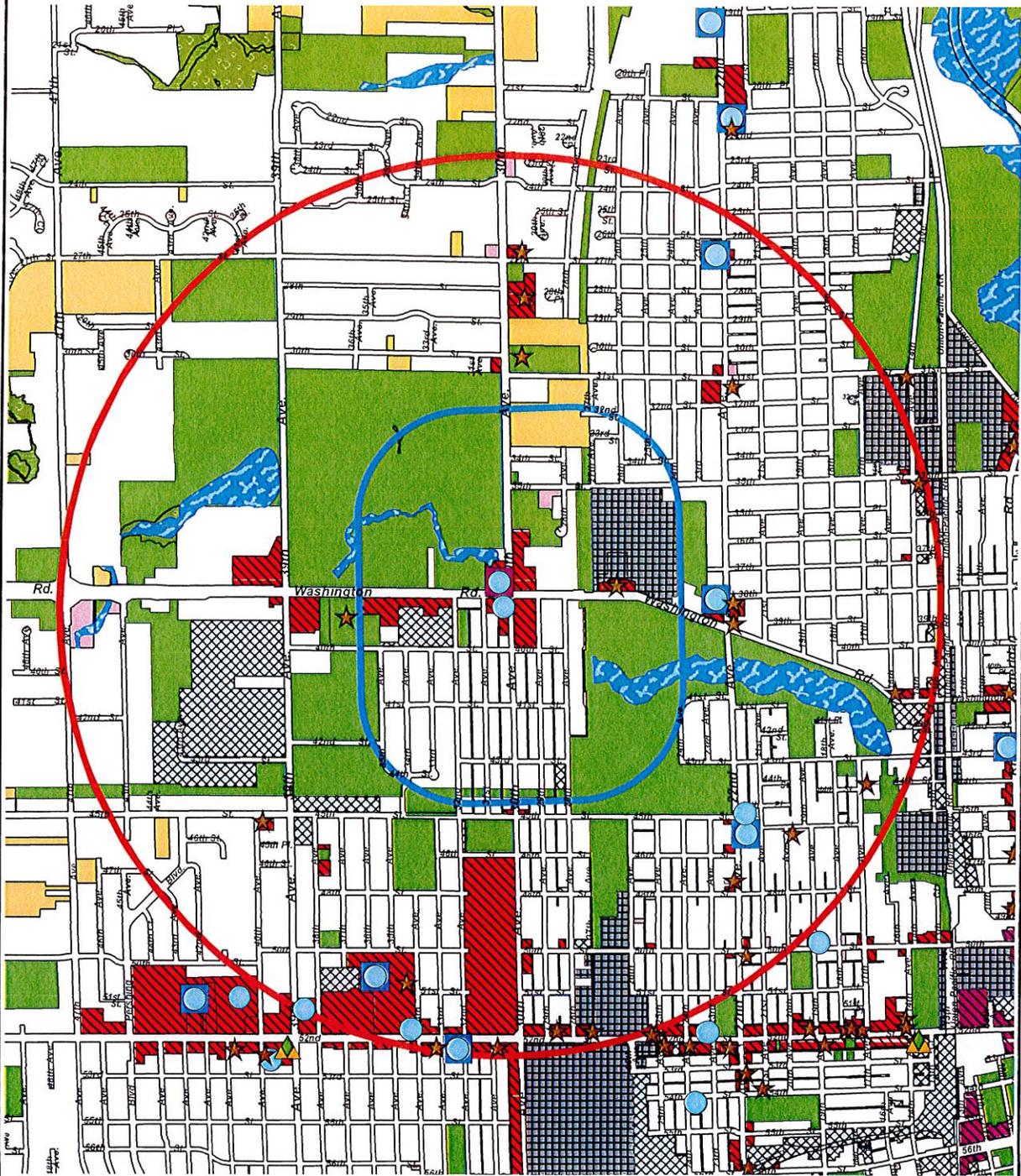
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	2	0
Business Districts	11	5	1	0	16	0
Other Districts	0	0	0	0	2	0

6 block Radius

	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0	0
Business Districts	2	0	1	0	1	0
Other Districts	0	0	0	0	1	0



"Class A" Beer Application 3806 30th Avenue



- Class "A"
- "Class A"
- "Class A" Cider ONLY
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential districts are not colored.

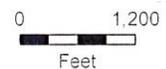
Note: Business districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 feet from applicant

— 6 blocks from applicant

5,280 ft. Radius	Class					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	2	0
Business Districts	11	5	1	0	16	0
Other Districts	0	0	0	0	2	0

6 block Radius	Class					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0	0
Business Districts	2	0	1	0	1	0
Other Districts	0	0	0	0	1	0



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 7th 20 16 ;
 ending June 30th 20 17

TO THE GOVERNING BODY of the: Town of } Kenosha
 Village of }
 City of }

County of Kenosha Aldermanic Dist. No 2 (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): AJPN INC

456-100 9253476-02 6

Applicant's WI Seller's Permit No.:	FEIN Number:
	<u>81-2855853</u>
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Aarti Patel</u>	<u>9410 N. Oak Ave</u>	<u>Des Plaines, IL 60016</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Pennie Jarvi</u>	<u>2715 23rd Ave</u>	<u>Kenosha WI 53140</u>
Directors/Managers			

3. Trade Name Kenosha Midnight Business Phone Number 262-652-6639
 4. Address of Premises 5605 22nd Ave, Kenosha, WI 53140 Post Office & Zip Code 53140

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 6-6-16 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BAR for Drinking inside store for package liquor
10. Legal description (omit if street address is given above): and basement for storage
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Kenosha Midnight Inc.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

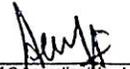
SUBSCRIBED AND SWORN TO BEFORE ME

this 20 day of June, 20 16



(Clerk/Notary Public)

My commission expires 2-4-18


 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT
APPLICATION FOR BEER AND OR LIQUOR LICENSE – CHECK ALL THAT APPLY:**

CLASS "A" BEER
(GROCERY STORE, LIQUOR STORE, GAS STATION)

"CLASS A" LIQUOR
(GROCERY STORE, LIQUOR STORE, GAS STATION)

CLASS "B" BEER (RESTAURANT, BAR)

"CLASS B" LIQUOR (RESTAURANT, BAR)

1. Applicant Name AJPN INC Business Name MIDNIGHT LIQUOR

2. Property Information: Address 5605 22nd AVE Owner _____

If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)

3. Square footage of building 60 x 40 Assessed value of property \$250,000

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) \$10,000

5. If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)

6. Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

FOR EACH PRODUCT, PROVIDE GROSS MONTHLY REVENUE AND BASIS FOR ESTIMATES:

BEER \$30,000.00

LIQUOR \$25,000.00

FOOD \$7,000.00

OTHER (specify) Sodas, juices, snacks \$3,000.00

TOTAL GROSS MONTHLY REVENUE \$65,000.00

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name HAARTI PATEL Business Name MIDNIGHT LIQUOR

Property Information: Address 5605 22nd AVE Owner _____

7. Explain how the issuance of this license will benefit the City: WE ARE PLANNING TO

REMOVE THE STORE AND IMPROVING OVERALL LOOK
FROM OUTSIDE BY CHANGING THE SIGN

8. Explain why the business will have a substantial positive impact upon the surrounding properties: OUR GOAL

IS TO INCREASE SALES WITH THAT WE WILL BE PAYING
MORE TAXES FOR THE CITY

9. Explain why the business have a significant, positive influence on the City economy: WE ARE PLANNING

TO HIRE AT LEAST 4 TO 5 EMPLOYEES. THIS WILL
HELP THE CITY FOR EMPLOYMENT AND TAXES

10. Has the applicant contacted the alderperson of the district where this business is located? YES

11. List other factors the Common Council should consider: WE WANT TO BE PART OF

KENOSHA COMMUNITY

* OUR GOAL IS TO KEEP THE ESTABLISHMENT CLEAN
AND PRESENTABLE TO OUR CUSTOMERS.

Applicant's Signature _____



LICENSE SURRENDER

STATE OF WISCONSIN
KENOSHA COUNTY } SS

Kenosha Midnight, Inc.
(Individual/Partners/Corporation Name)

being first duly sworn on oath, says that he/she is the holder of the following license(s) (check all that apply) issued by the City of Kenosha, Wisconsin:

- "Class B" Liquor
- Class "B" Beer (Fermented Malt Beverage)
 - "Class A" Liquor
- Class "A" Beer (Fermented Malt Beverage)
 - "Class C" Wine

Affiant will surrender said license #(s) 170102 to the City Clerk.

That this affidavit is made to inform the City Council that the affiant hereby intends not to apply for said license(s) for the ensuing year, and to propose to the said council that said license(s) be granted to:
AJPN, Inc.

to whom your affiant has sold his business and, to whom your affiant surrenders all of his privileges to apply for a license.

Affiant will surrender said license(s) # 170102, to the City Clerk prior to the time a license is issued to AJPN, Inc.

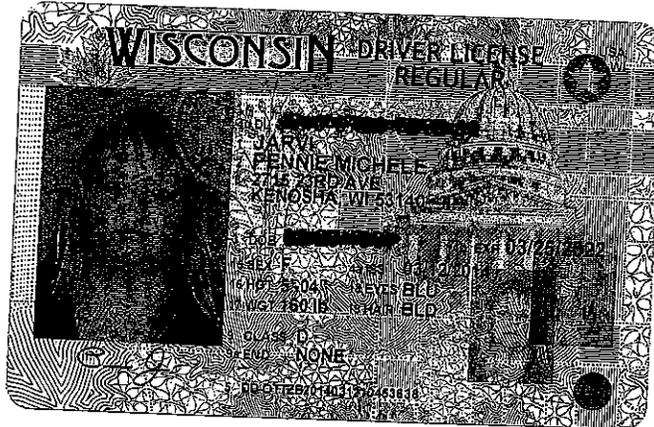
and provide further that a license is granted to AJPN, Inc. the person herein designated.

[Signature]
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 28 day of September, 2016

[Signature]
Notary Public
Kenosha County, Wisconsin
My Commission Expires: 2-4-18



I Pennie Jarvi

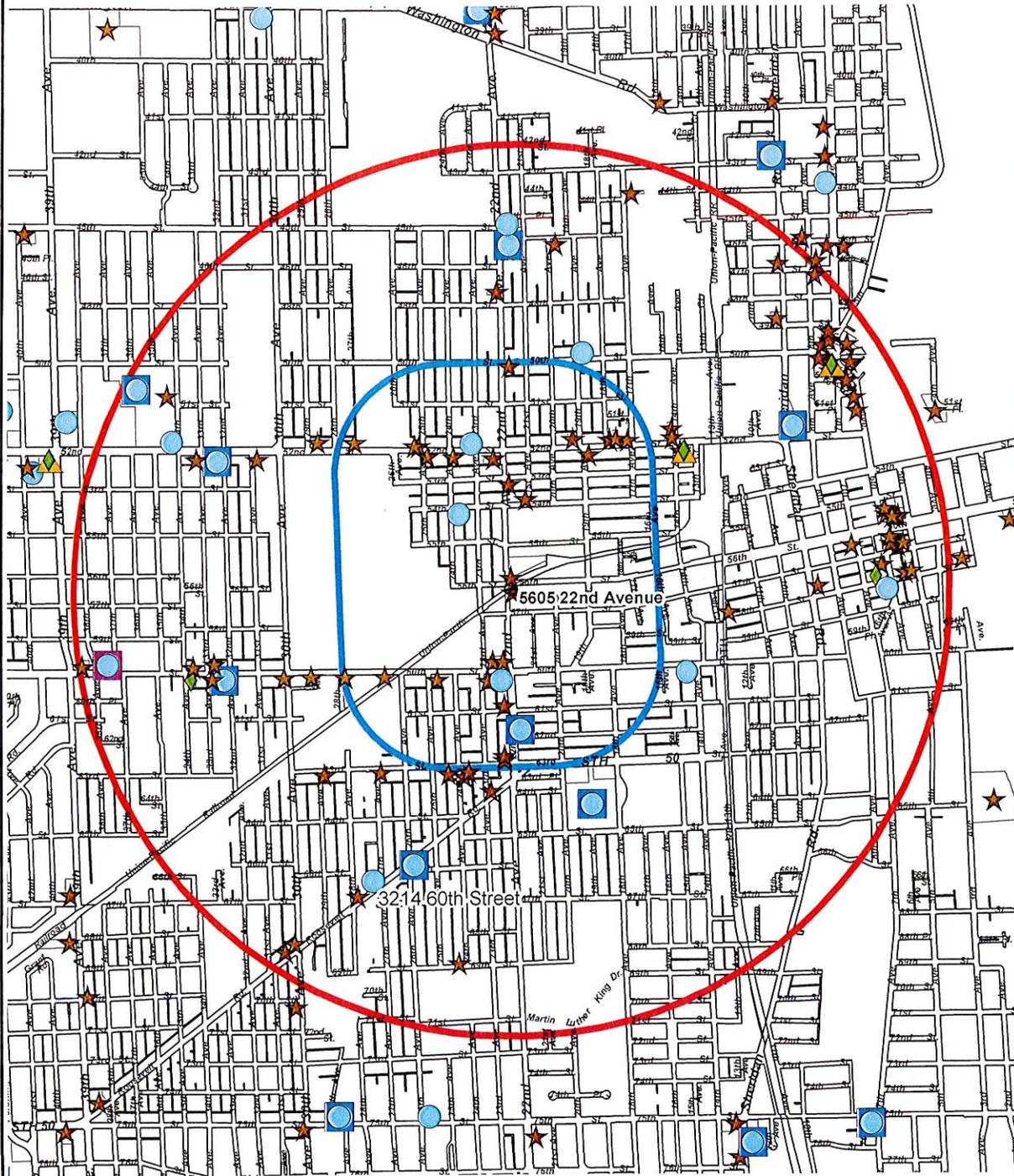
Do Not Want To Be

The Agent For

Kenosha Midnight

10-10-16

Class "B" Beer/"Class B" Liquor Application 5605 22nd Avenue



- Class "A"
- "Class A"
- "Class A" Cider ONLY
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

— 5,280 feet from applicant

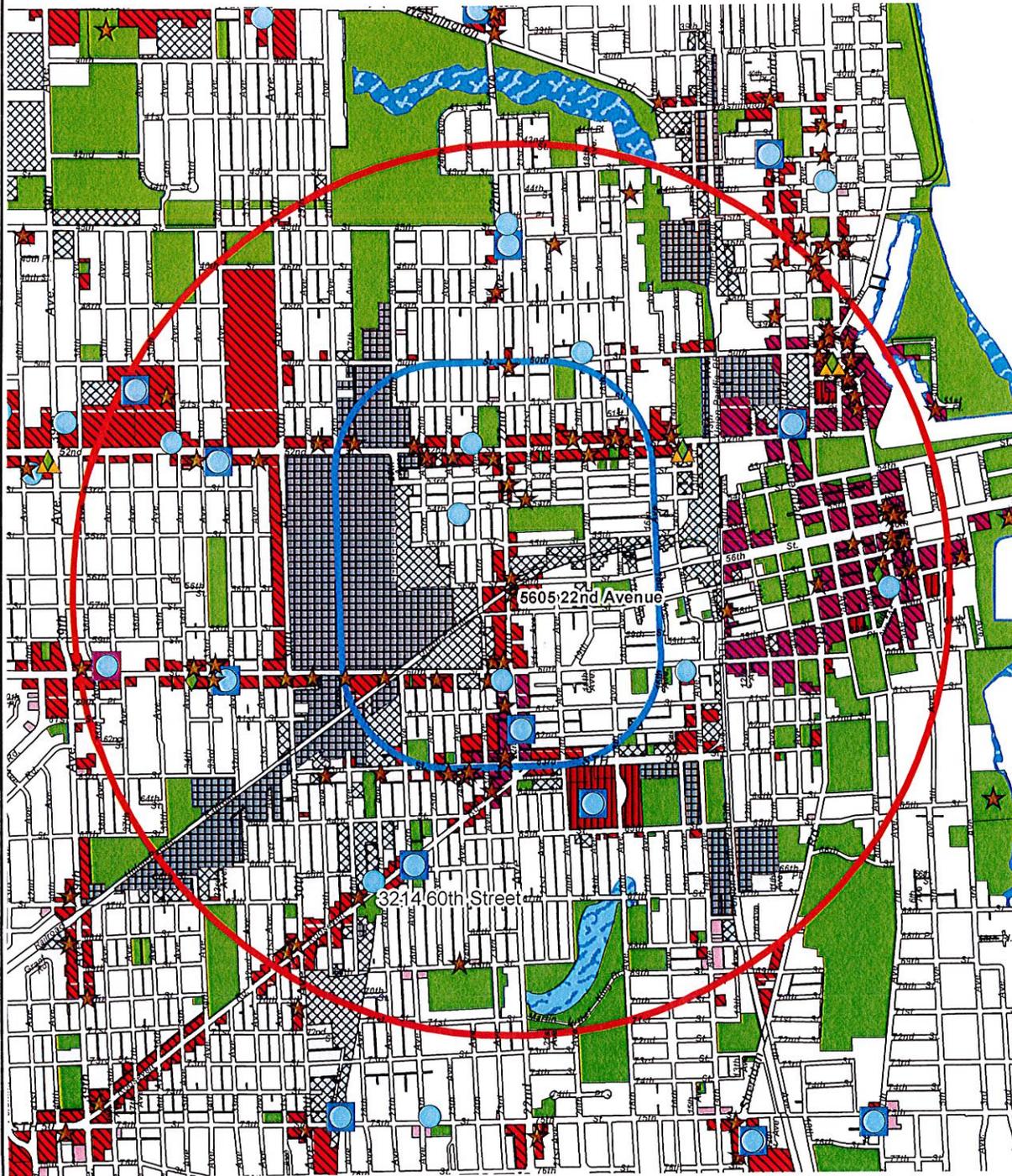
— 6 blocks from applicant

5,280 ft. Radius	Liquor Class					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	3	0
Business Districts	18	8	1	4	78	2
Other Districts	0	0	0	0	0	0

6 block Radius	Liquor Class					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	1	0
Business Districts	4	1	0	0	26	0
Other Districts	0	0	0	0	0	0



Class "B" Beer/"Class B" Liquor Application 5605 22nd Avenue



- Class "A"
- "Class A" Cider ONLY
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

Note: Residential districts are not colored.

Note: Business districts are colored as follows: B-1 B-2 B-3 B-4

— 5,280 feet from applicant

5,280 ft. Radius	Class						
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class C	Other
Residential Districts	0	0	0	0	3	0	
Business Districts	18	8	1	4	78	2	
Other Districts	0	0	0	0	0	0	

— 6 blocks from applicant

6 block Radius	Class						
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class C	Other
Residential Districts	0	0	0	0	1	0	
Business Districts	4	1	0	0	26	0	
Other Districts	0	0	0	0	0	0	





7

FILED	9/30/16
INITIALS	dm
ADVERSE/NO ADV	
LP	10/10/16
CC	10/17/16

PUBLIC ENTERTAINMENT LICENSE

YEARLY Type: 119 Fee: \$300 Expires: _____ DAILY Type: 118 Fee: \$50.00/day Date(s): 11/5/2016

PLEASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether the license shall be granted. The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.07 of the Code of General Ordinances of the City of Kenosha.)

1. Licensee Name: KENOSHA CREATIVE SPACE, LLC District# 3
(Individual or Corporation/LLC- same as WI Seller's Permit)

2. Trade Name: KENOSHA CREATIVE SPACE Trade Address: _____

3. If license is in the name of a Corp., LLC, or club; Name of person in charge of entertainment:
Name: ROBERT SCHNEIDER

4. Date of Birth of person in question #3: _____

5. Address: 407 - 73RD STREET Phone: _____ Email: _____
(correspondence will be via email if address is given)

6. Attach an "Applicant's Report of Police Record" for individual, partners, agent, or person in charge of event

7. Have you obtained a current copy of 12.05 (Of the Code of General Ordinances) yes no

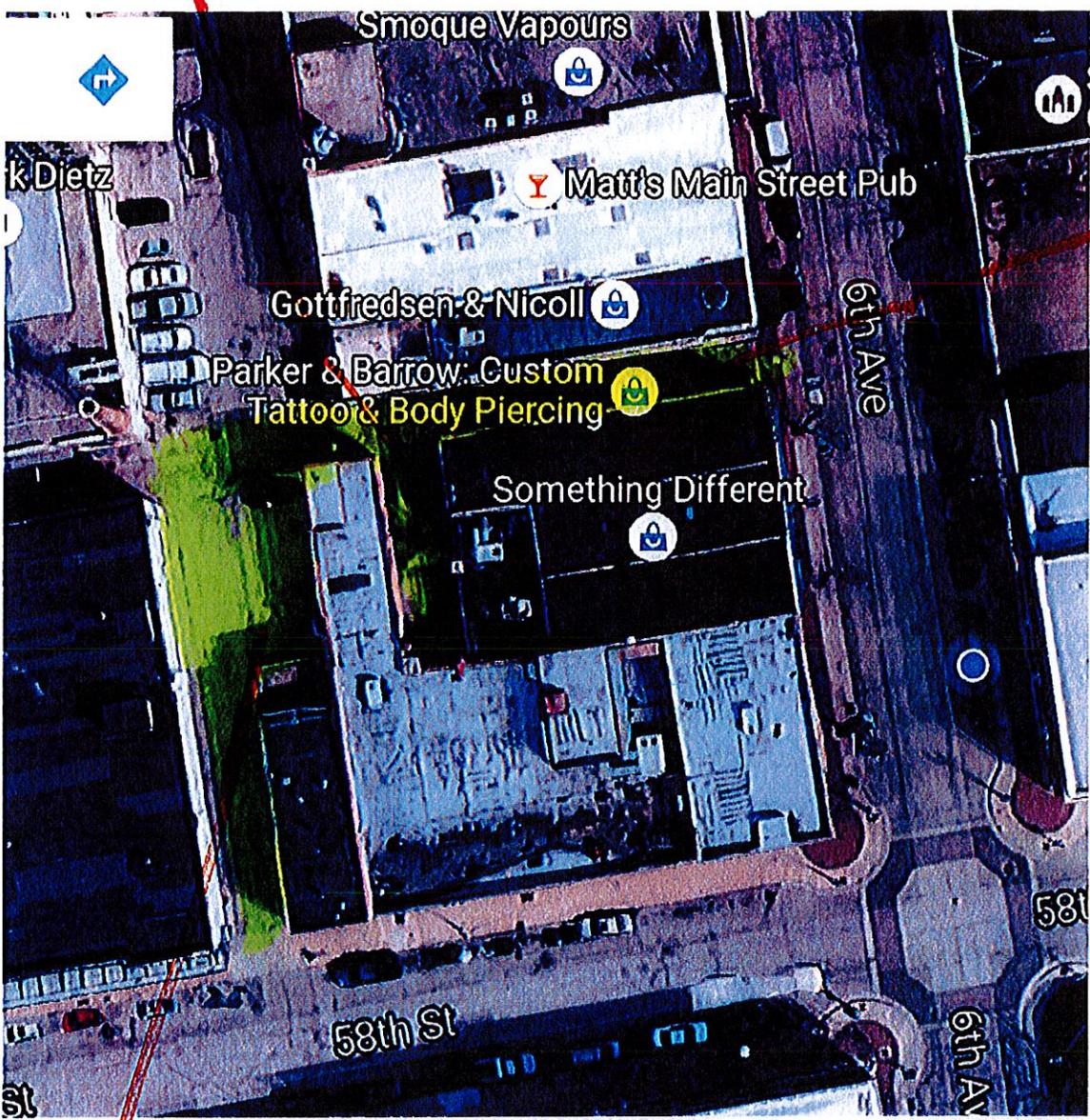
8. If you previously held the license applied for, was it ever suspended or revoked? yes no
If yes, explain: _____

9. Describe in detail the type of entertainment to be provided: MUSIC & ART DEMONSTRATIONS

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: [Signature] Date: 09/30/16
(Individual/Agent of Corporation)

FOOD
& BEER GARDEN



ENTRANCE

STAGE



FILED	9/29/16
INITIALS	CO
ADVERSE/NO ADV	
LP	10/10/16
CC	10/10/16
LETTER	

**CABARET LICENSE
PROBATIONARY**

Type: 228 Fee: \$150/6 months

Effective: Oct 18 To: Apr 18
(6 months)

PLEASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether the license shall be granted. The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.07 of the Code of General Ordinances of the City of Kenosha.)

- Licensee Name: AJPN INC District # 2
(NOTE: must be same name as beer/liquor license)
- Trade Name: MIDNIGHT LIQUOR Trade Address: 5605 23rd Ave
- If license is in the name of a Corporation or LLC, Agent Name: PENNIE JARVI
- Date of Birth of Agent (if Corporation/LLC) or Individual: _____
- Address: 2715 23rd Ave Phone: 262-748-5753 Email: Pennie.jarvi@yahoo.com
(correspondence will be via email if address is given)
- Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)
- Have you, as an adult, ever been convicted of a major crime (felony) or minor crime (misdemeanor) in Wisconsin, or in any other State; or do you have a charge pending at this time? Yes No
If yes, state: **charge, year, result**

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

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

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

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

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

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

Tony's Fresh Market
8900, N. Greenwood Ave.
Miles, IL 60714

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

9410, N Oak Ave
Desplaines
IL - 60016

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature: *Jeff* Date: _____
(Individual/Agent of Corporation)

probationary cabaret, page 2



FILED	9-21-16
INITIALS	CO
ADVERSE/NO ADV	
LP	10/10
CC	10/17
LETTER	EM 9/28

9

CABARET LICENSE YEARLY

Type: 212 Fee: \$300/year (pro-rated) Effective: Nov 4, 2016 Expires: June 30, 2017
(\$25.00/month beginning with effective month & ending in June)

PLEASE NOTE: This license is non-renewable. Applications shall be referred by the City Clerk to the Police Department. The Police Department shall make a report, in writing, to the City Attorney as to any police record of the applicant, which may reflect upon good moral character or business responsibility. The City Attorney shall examine said record and make a recommendation to the Committee on Licenses/Permits based thereon as to whether the license shall be granted. The Committee on Licenses/Permits shall review all applications, any reports, the recommendation of the City Attorney and all other information before it. Said Committee shall recommend to the Common Council either the granting or denial of each application. (In accordance to Chapter X, Section 10.07 of the Code of General Ordinances of the City of Kenosha.)

1. Licensee Name: Randy Westphal mm District# 11
Chutes and Ladders Pub
(NOTE: must be same name as beer/liquor license)

2. Trade Name: Chutes + Ladders Trade Address: 3812 - 60 ST.

3. If license is in the name of a Corporation or LLC, Agent Name: Randy Westphal

4. Date of Birth of Agent (if Corporation/LLC) or Individual: _____

5. Address: 1215-32ave Phone 496-2785 Email: Rwestphal@WLPORR.com
(correspondence will be via email if address is given)

6. Driver's License Number: _____
(must indicate if this is not a Wisconsin DL)

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

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

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

10. Have you ever had your driver's license suspended or revoked in Wisconsin or in any other State?

Yes No If yes, explain:

11. Have you received any traffic citations in Wisconsin or in any other State within the past five (5) years; or do you have any such citations pending? Yes No

If yes, state: charge, year, result

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

If yes, state: charge, year, result

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

CITY OF KENOSHA FIRE DEPT

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

1215-52 Ave Somers WI 53144

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. (Individual applicants and each member of a partnership must sign; designated corporate officers must sign.)

Applicant's Signature:


(Individual/Agent of Corporation)

Date:

9/8/16

10



TEMPORARY CEMENT BATCH PLANT
City of Kenosha Ordinance 13.015

Type: 234 Fee: \$50.00

Expires: December 31, 2016

FILED 10/4/16
INITIALS JK
ADVERSE/NO ADV NA
LP _____
CC _____
HEALTH _____
CDI _____
PP TAX _____

Licensee Name: ZIGNEGO COMPANY INC. District # 14

Trade Name: 8020

Address of Plant: 816 S. GREEN BAY RD., KENOSHA

Phone Number: 262-547-4700 Email: john@zignego.com

If Individual: list home address, phone number, & date of birth:

If Partnership or Corporation:

list name, home address, phone number, & date of birth of all partners/members:

- PETER J. ZIGNEGO 5197 HWY E. SLINGER WI. 53086, 262-547-4700
- DAV A. ZIGNEGO 2424 POWDER HILL RD, HANOVER, WI 53027, 262-644-8954
- MIKE A. ZIGNEGO W325 S 4272 BARTLE RD, WAUKESHA, WI. 53189 262-908-9700
- JOHN F. ZIGNEGO 5857 E. WADSWORTH RD, HANOVER, WI 53027, 262-547-4700

John F. Zignego 9-4-16
(Individual/Partner/Member) Date

(Partner/Member) Date



ZIGNEGO COMPANY, INC.

W226 N2940 DUPLAINVILLE ROAD • WAUKESHA, WI 53186 • Phone: (262) 547-4700 • FAX: (262) 547-4508

September 9, 2016 *“Celebrating over 50 Years of Quality Concrete!”*

Zignego Company Inc. is a road construction company that has been the successful bidder on a project in the area. Zignego will be constructing this project and will require a portable concrete plant in close proximity to the work due to the project specifications limiting the haul time of the concrete.

Plan of Operation: A portable concrete batch plant will be set up on site by Zignego Company to produce concrete for construction of this project under contract. We plan on operating this plant from October 15 until November 15, 2016. There will be 10 days of hauling 80 to 100 truckloads a day, 4 days of 40 truckloads a day, and 5 days of 10 or fewer loads a day. Raw materials for producing concrete will be hauled and stockpiled on site. These include washed concrete sand and stone. Bulk cement powder and flyash will also be hauled in and stored in sealed silos and bulk containers called ‘pigs’ on site. These materials will be loaded into the plant which will proportion them into batches of concrete to be hauled out to the project. Dust control will be maintained by use of a water truck during operations. A power broom will be on site at all times to clean the paved road if needed. A street sweeper will be scheduled after hours to clean paved surfaces when needed. The gravel pad and gravel driveway will serve as a tracking pad to keep the paved road clean. The concrete plant has a dust collection system to collect and recycle cement/fly ash dust when operating.

Hours of Operation: Operating hours will be from 7:00 am until 7:00 pm, Mondays thru Fridays. Depending on weather and other delays beyond Zignego’s control, we may be required to work some Saturdays to keep on schedule. We normally do not run the plant on Saturdays unless forced to make up time. We are requesting the option to run on a few Saturdays if needed. Please keep in mind that road work is completely weather dependent and the only way a lot of wet weather can be made up for is longer days and Saturdays. We will not be working on the following holidays : Thanksgiving.

Frequency of deliveries: Initially, trucks will be hauling in raw materials for 1-2 weeks to build up our stock piles, and then as we start producing, we will haul in more material as it is used up. We will haul in 50 loads a day for stockpiling and 50 loads a day when needed. This hauling will also be intermittent depending on project staging as described above.

Number of Employees: There will be 3-5 five on site when we are running with 3-15 trucks hauling out concrete.

EQUAL OPPORTUNITY EMPLOYER

Outside Storage: Zignego will be storing job supplies such as: steel rebar, dowel bar baskets, curing compound, and steel forms on site. There will also be outside fuel tanks set up on site meeting all local codes. Zignego will contact The City of Kenosha Fire Department to verify and inspect the fuel tanks and necessary requirements for these tanks.

Haul Routes: Zignego will only utilize designated truck routes. We will use WI. State Hwys. for the majority of our haul routes and only designated truck routes for the remainder. Again we emphasize that the majority of the hauling will be on Wisconsin State Highways.

Site Location: The address is 8116 south Green Bay Road, Kenosha. This is property owned by Vulcan Construction Materials, LLC. There is a site and sound berm along Highway 31 which will block the view and sounds from this operation. It is also across the road from an existing pipe manufacturing plant. The nearest residents are 940 feet to the southeast. It is 3,500 feet from residents west of this site and 4,100 feet from residents north of this site. The land owners immediately adjoining the property are all businesses.

Water: There is a retention pond on site that will be used for our water supply.

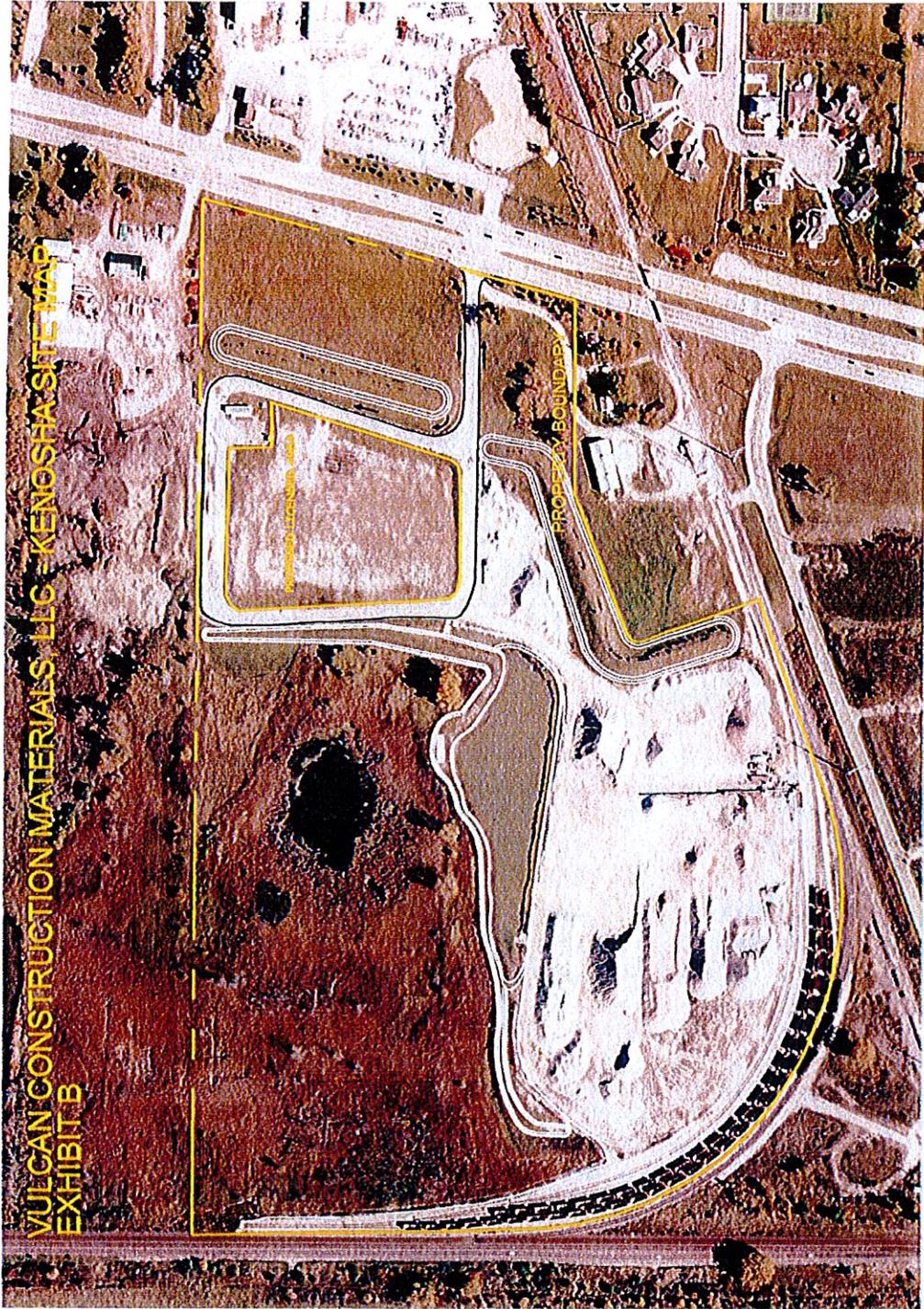


**VULCAN CONSTRUCTION MATERIALS, LLC - KENOSHA SITE MAP
EXHIBIT A**

PROPERTY BOUNDARY

PROPERTY BOUNDARY

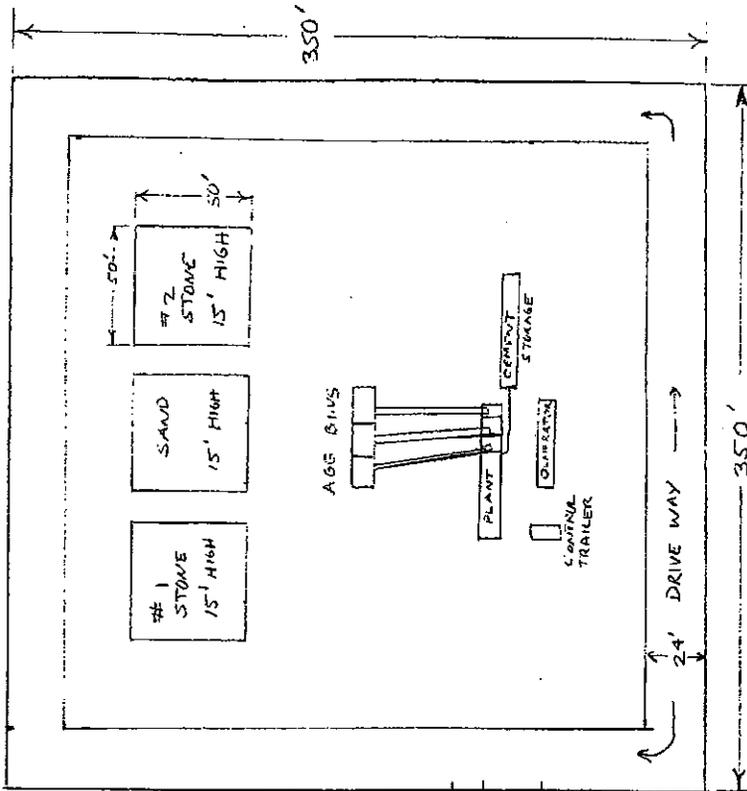
NORTH



VULCAN CONSTRUCTION MATERIALS, LLC - KENGSHA SITE MAP
EXHIBIT B

PROPERTY BOUNDARY

1 = 30



PORTABLE CONCRETE PLANT



8020 Green Bay Rd, Kenosha, WI 53142 to 3130 88th Avenue, Kenosha, WI 53144

Drive 5.3 miles, 10 min



Imagery ©2016 Google, Map data ©2016 Google 2000 ft

Trucking Route

1.34 MILES ON CTH H, 4 MILES ON WIDOT RDS.



Image capture: Jul 2012 © 2016 Google

Kenosha, Wisconsin

Street View - Jul 2012

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

Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 zz. of the Zoning Ordinance to Amend the Land Use Plan Map for the City of Kenosha: 2035. (Bane-Nelson, Inc) (District 10) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Kennedy, District 10, has been notified. The Common Council is the final review authority.

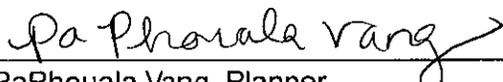
LOCATION AND ANALYSIS:

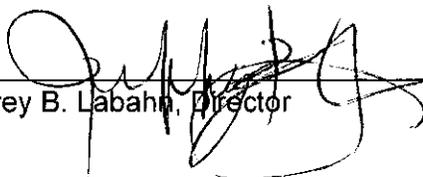
Site: 4116 39th Avenue, 4000 39th Avenue and a portion of 4220 43rd Avenue

1. The Common Council adopted *A Comprehensive Plan for the City of Kenosha: 2035* on April 19, 2010.
2. Wisconsin Statutes require the Common Council to adopt an Ordinance for Amendments to the Comprehensive Plan.
3. The attached Zoning Ordinance references Map C5-16, which identifies the Amendment to the Land Use Plan located in the Comprehensive Plan. The Amendment will change the land use designation for the referenced properties from *Industrial* to *Government and Institutional*.

RECOMMENDATION:

A recommendation is made to approve the proposed Zoning Ordinance.


PaPhouala Vang, Planner


Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/ICPC/2016/SEP22/11Staff-zo-1802zz-BaneNelson.doc

ORDINANCE NO. _____

SPONSOR: CITY PLAN COMMISSION

**TO CREATE SUBSECTION 18.02 zz. OF THE ZONING
ORDINANCE TO AMEND THE LAND USE PLAN MAP
FOR THE CITY OF KENOSHA: 2035**

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

Section One: Subsection 18.02 zz. of the Zoning Ordinance for the City
of Kenosha, Wisconsin, is hereby created as follows:

zz. By map C5-16 on file with the Department of Community Development and
Inspections.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

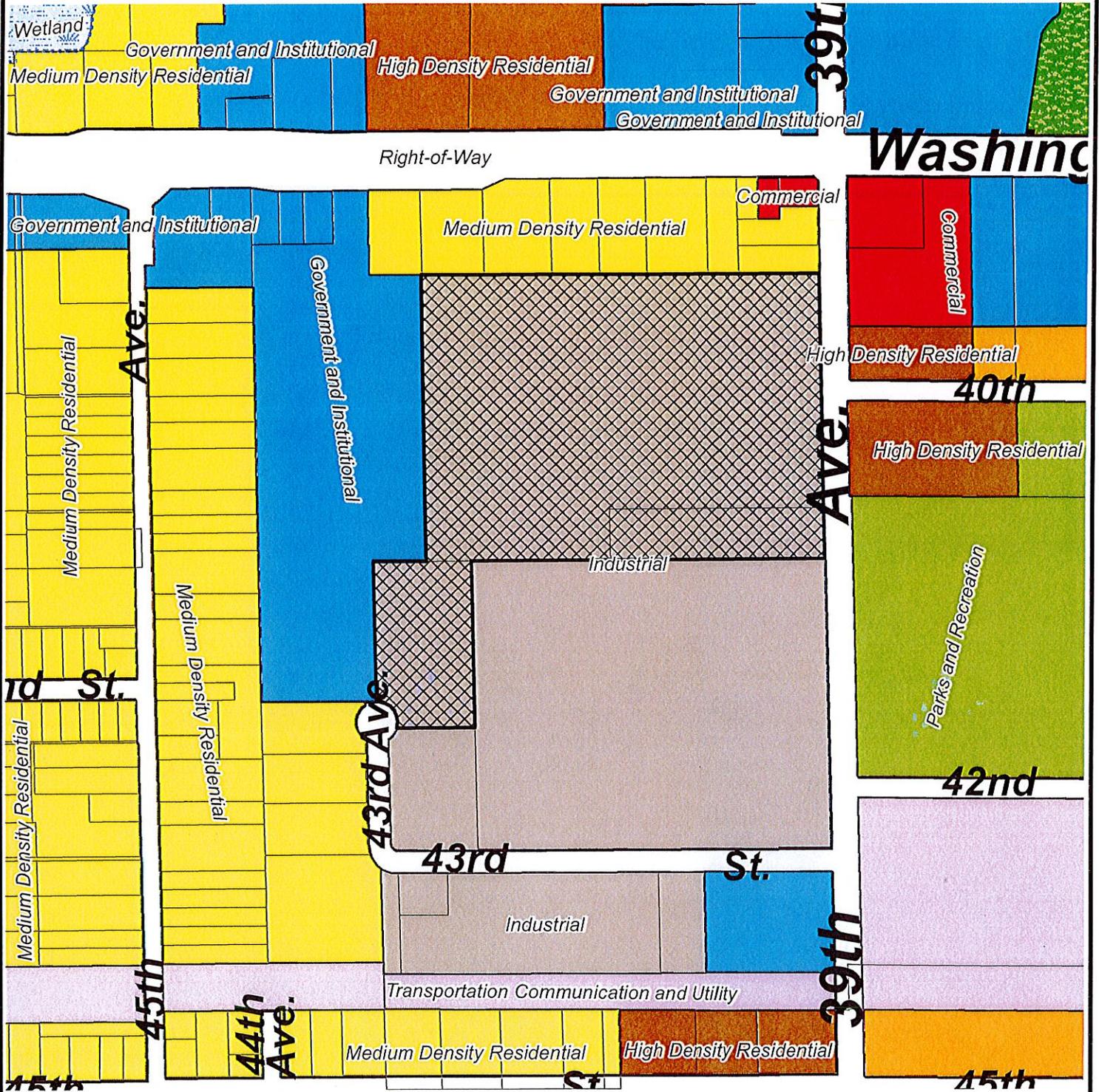
City of Kenosha

Comprehensive Land Use Plan Amendment

Bane-Nelson, Inc. petition

Supplement No. C5-16

Ordinance No. _____



Property Requested to be changed from:

 Industrial to Government & Institutional



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

Zoning Ordinance by the Mayor - To Rezone a portion of the property at 4220 43rd Avenue, and to Rezone the property at 4000 39th Avenue from M-1 Light Manufacturing District to IP Institutional Park District, and to Rezone the property at 4116 39th Avenue from RS-1 Single-Family Residential District to IP Institutional Park District [in Conformance with Section 10.02 of the Zoning Ordinance]. (Bane-Nelson, Inc) (District 10) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Kennedy, District 10, has been notified. Property owners within 100 feet of the proposed rezoning were notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: 4116 39th Avenue, 4000 39th Avenue and a portion of 4220 43rd Avenue
Vicinity Zoning/Land Use: **North:** RS-1 Single-Family Residential District/Single-Family
South: M-1 Light Manufacturing District/Manufacturing Use
East: B-2 Community Business District, RM-2 Multiple-Family Residential District, IP Institutional Park District/Commercial uses/Kenosha Sports Complex
West IP Institutional Park District/Existing National Guard Armory

1. The owner of the property is requesting to rezone the property from *RS-1 Single-Family Residential District* and *M-1 Light Manufacturing District* to *IP Institutional Park District*. The purpose of the rezoning is to allow for the development of Wisconsin Department in Affairs facilities in 10-15 years, depending on approval of funds from the Federal Government. A Concept Plan is enclosed.
2. Rezoning of the property to *IP Institutional Park District* is not consistent with the adopted Comprehensive Plan for the City of Kenosha: 2035, which designates this site as Industrial. An Amendment to that Plan is required for the City to approve the rezoning.
3. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.
4. The properties are currently vacant, with the exception of a single-family residential home at 4116 39th Avenue. The rezoning of the properties would be compatible with the existing land uses in the area.

RECOMMENDATION:

A recommendation is made to approve the rezoning in accordance with Section 10.05 of the Zoning Ordinance.



PaPhouala Vang, Planner


Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/SEP22/12Staff-zo-Rezone-BaneNelson.doc

REZONING ORDINANCE NO. _____

SPONSOR: THE MAYOR

To Rezone a Portion of the Property at 4220 43rd Avenue, and to Rezone the Property at 4000 39th Avenue from M-1 Light Manufacturing District to IP Institutional Park District, and to Rezone the Property at 4116 39th Avenue from RS-1 Single Family Residential District to IP Institutional Park District in Conformance with Section 10.02 of the Zoning Ordinance.
(Bane-Nelson, Inc.) (District 10)

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

Section One: That the land shown on the attached Supplement Map No. Z5-16 be, and the same hereby is, zoned and districted as indicated on said map.

Section Two: This Ordinance shall be in full force and effect upon passage and the day after its publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

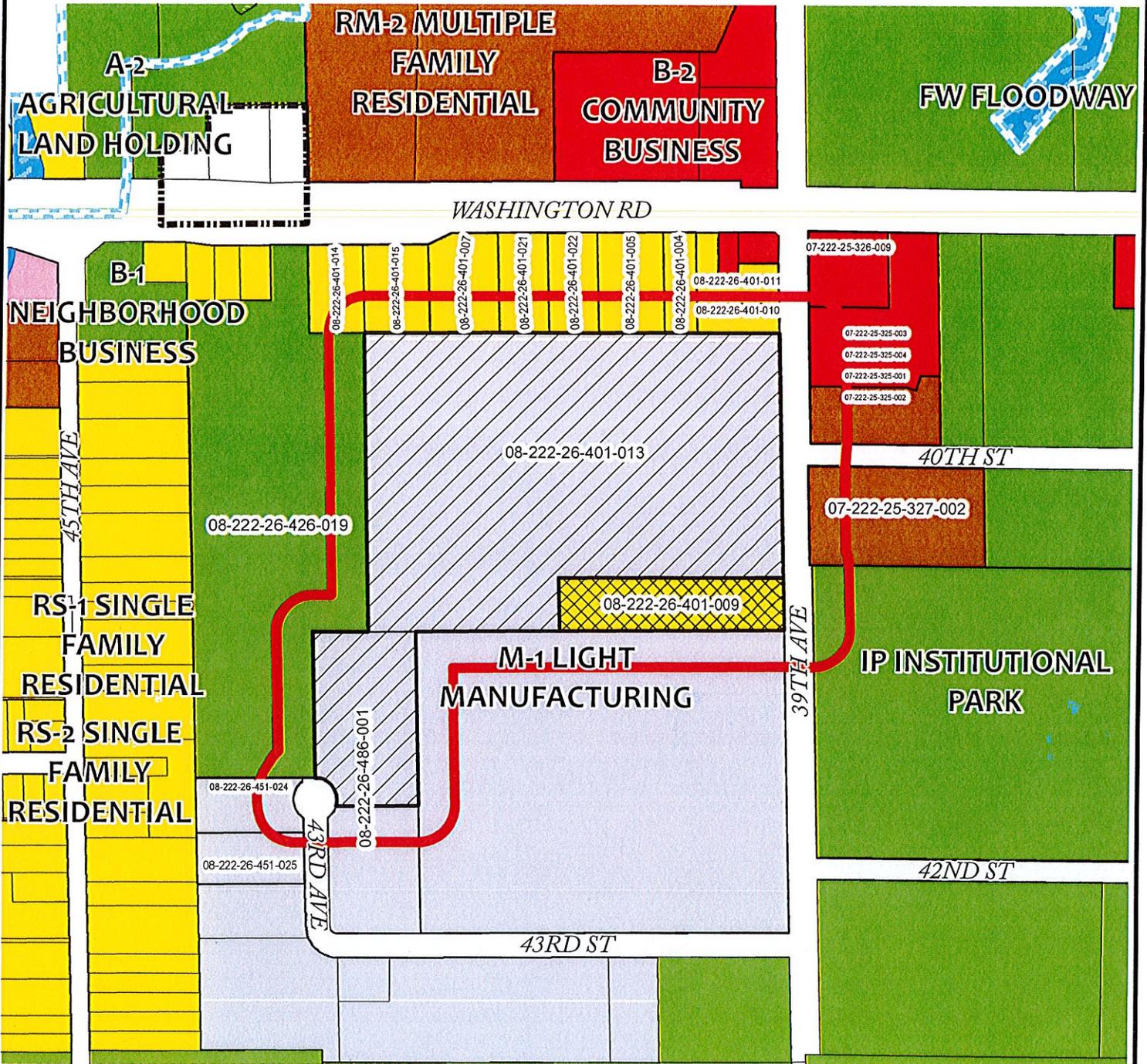
Drafted by:
JONATHAN A. MULLIGAN
Assistant City Attorney

City of Kenosha

District Map
Rezoning

Supplement No. Z5-16
Ordinance No. _____

Bane-Nelson, Inc. petition

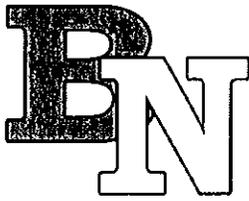


Property Requested to be Rezoned from:

-  M-1 (Light Manufacturing) to IP (Institutional Park)
-  RS-1 (Single Family Residential) to IP (Institutional Park)
-  100-foot Notification Boundary



Feet



Bane NELSON Inc.
INDUSTRIAL & COMMERCIAL CONTRACTOR
www.banenelson.com
Since 1965 "Known by the customers we keep"

July 15, 2016

Brian R. Wilke
Development Coordinator
Community Development & Inspections
625 52nd Street - Room 308
Kenosha, WI 53140
bwilke@kenosha.org

RE: Re-zoning of vacant land (parcels 08-222-26-401-013, 08-222-26-486-001 and 08-222-26-401-009)

Dear Mr. Wilke:

This letter serves as Bane-Nelson, Inc.'s authorization for the WI Department of Military Affairs to make a petition on our behalf to rezone the property mentioned above to IP (Institutional Park). Parcel #08-222-26-486-001 would be a partial rezoning as only the North 3-acres of the 5-acre parcel is being purchased by DMA. Parcels 08-222-26-401-013 and 08-222-26-401-009 would be rezoned in their entirety.

Please feel free to contact me with any questions regarding this matter.

BANE-NELSON, INC.

By:


Lawrence A. Nelson



OFFICE OF THE ADJUTANT GENERAL

State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

P.O. BOX 14587
MADISON 53708-0587

TELEPHONE (608) 242-3000
DSN 724-3000

8/11/16

The Honorable Mayor Antaramian
And Members of the Common Council
Kenosha, WI 53140

Dear Members of the Common Council:

The State of Wisconsin's Department of Military Affairs is requesting that the following parcels: North 3 acres of 08-222-26-486-001, and all of parcels: 08-222-26-401-009 and 08-222-26-401-013 be rezoned from Light Manufacturing to Institutional Park. The current land owner, Nelson-Bane (seller) has given permission to the Wisconsin Department of Military Affairs (buyer) to submit this petition.

Attached are the following items: a tentative site development plan, photos of facilities most recently built by the Wisconsin Department of Military Affairs and a check for the application fee of \$550. Since this building project is at least 10 to 15 years out from fruition and dependent on Wisconsin Department of Military Affairs receiving funds from the federal government, it is premature to provide a Concept Development Plan at this point in time.

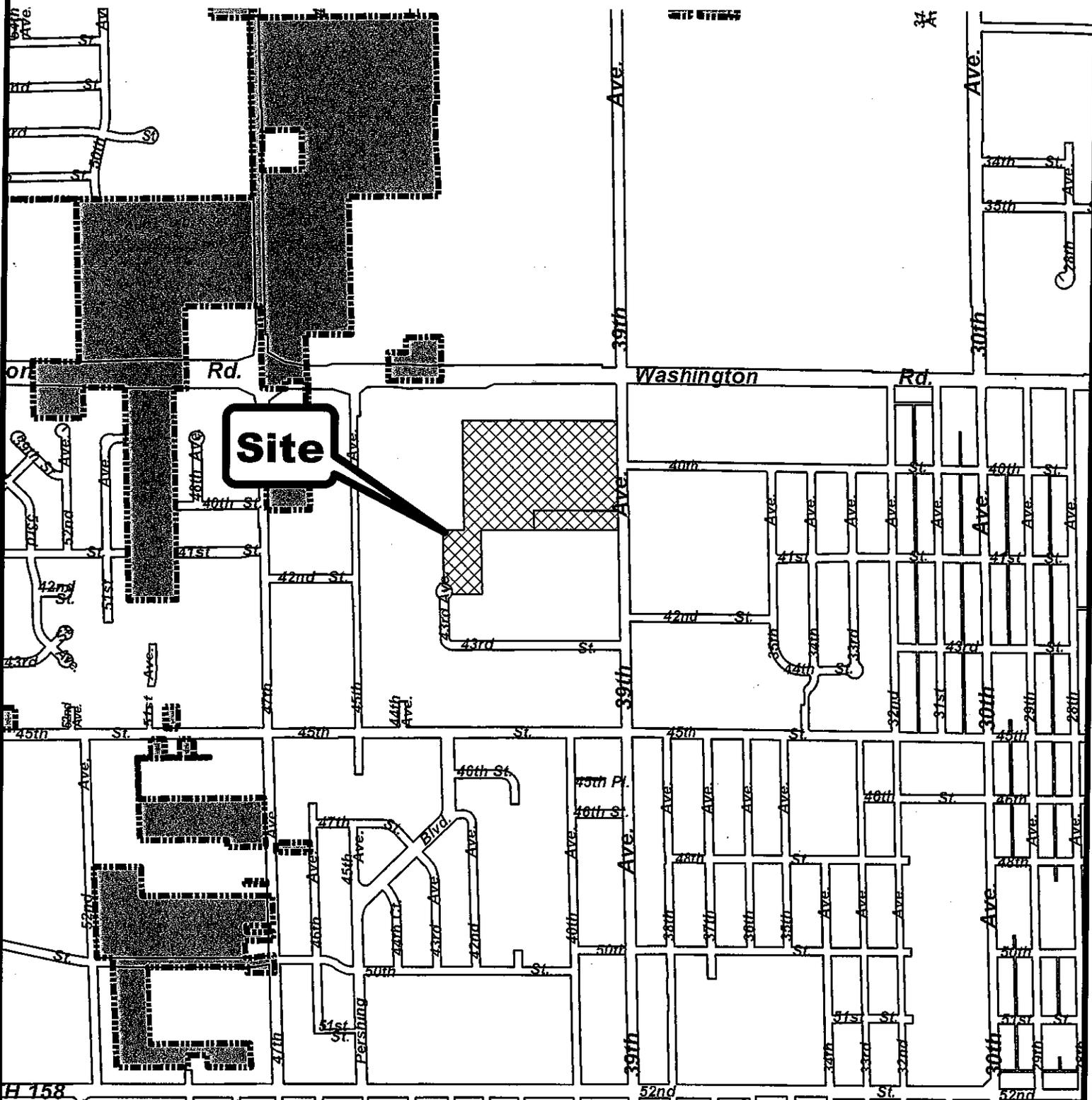
Please inform Jennifer Caravella, Real Property Specialist, of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Jennifer Caravella, Real Property Specialist at Wisconsin Department of Military Affairs CFMO 2400 Wright Street P.O. Box 14587 Madison, WI 53708. She can be reached at 608-242-3357 if there are any questions regarding this request for rezoning.

Sincerely,

Todd Lundin
Lieutenant Colonel, Wisconsin Army National Guard
Director, Construction Facilities Management Office
Wisconsin Department of Military Affairs

Enc

City of Kenosha
Vicinity Map
Bane-Nelson, Inc. rezoning



 Property requested to be rezoned



0 1,000
Feet

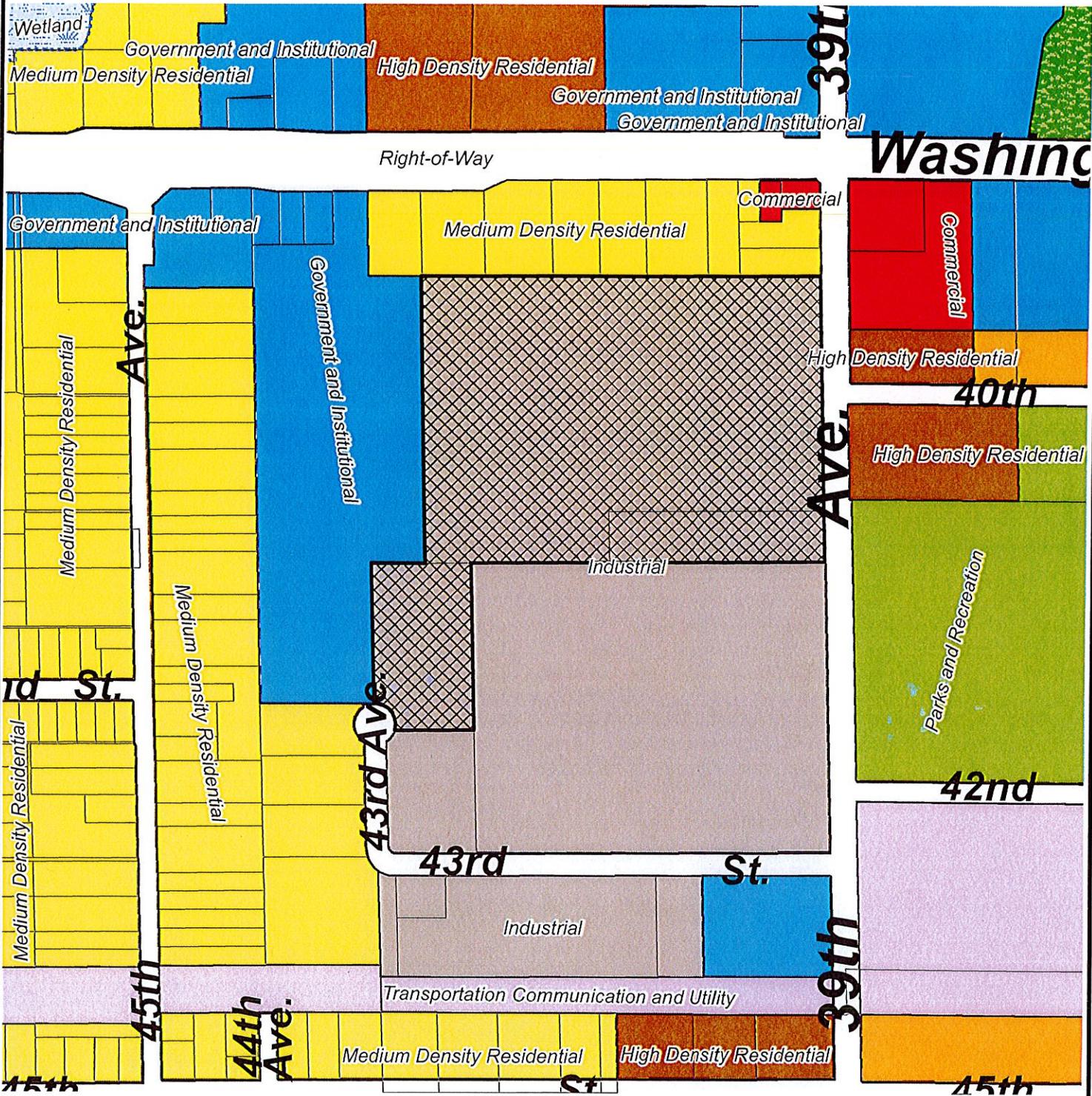
City of Kenosha

Comprehensive Land Use Plan Amendment

Bane-Nelson, Inc. petition

Supplement No. C5-16

Ordinance No. _____



Property Requested to be changed from:

 Industrial to Government & Institutional

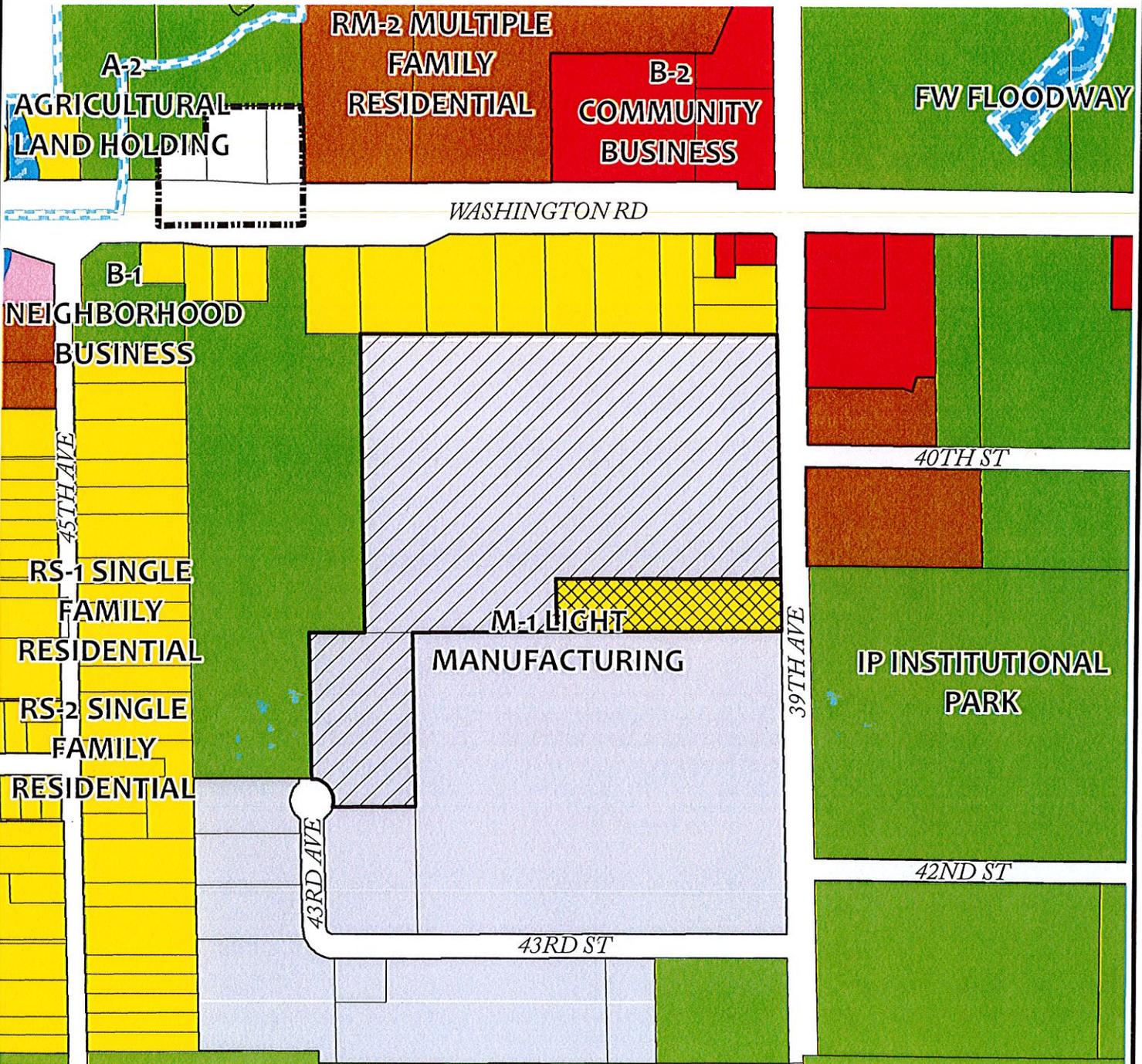


City of Kenosha

District Map
Rezoning

Supplement No. Z5-16
Ordinance No. _____

Bane-Nelson, Inc. petition



Property Requested to be Rezoned from:

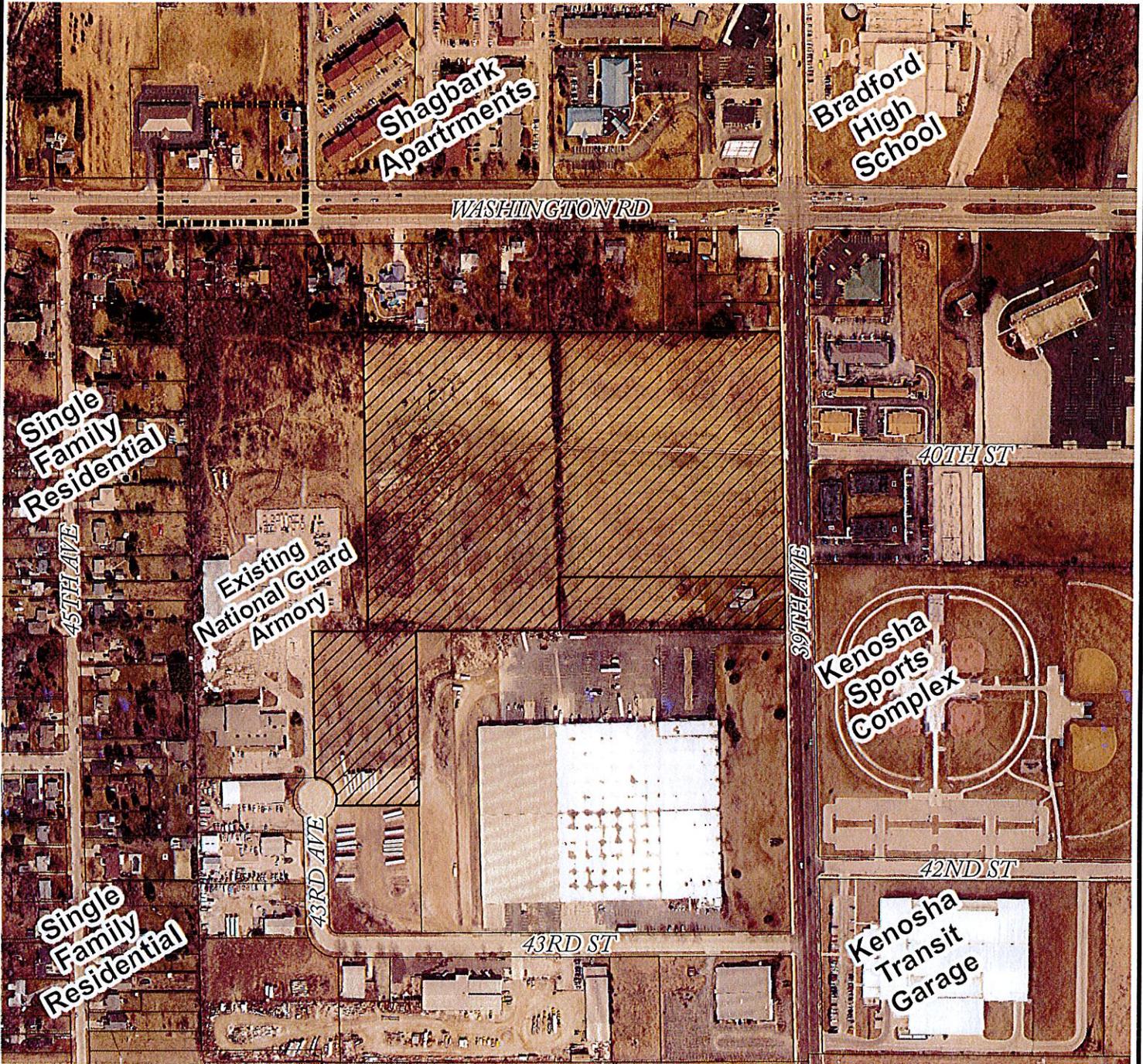
-  M-1 (Light Manufacturing) to IP (Institutional Park)
-  RS-1 (Single Family Residential) to IP (Institutional Park)



Feet

City of Kenosha

Land Use Map
Bane-Nelson, Inc. rezoning



Property Requested to be Rezoned



0 400
Feet



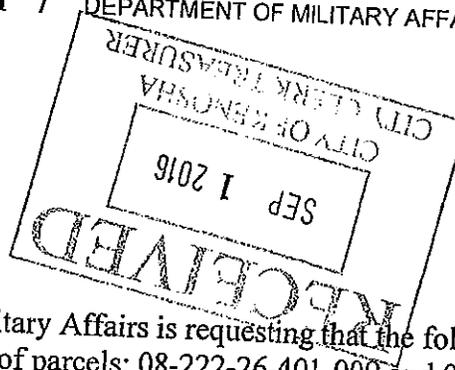
OFFICE OF THE ADJUTANT GENERAL

State of Wisconsin / DEPARTMENT OF MILITARY AFFAIRS

P.O. BOX 14587
MADISON 53708-0587
TELEPHONE (608) 242-3000
DSN 724-3000

8/31/16

Dear land owner:



The State of Wisconsin's Department of Military Affairs is requesting that the following parcels: North 3 acres of 08-222-26-486-001, and all of parcels: 08-222-26-401-009 and 08-222-26-401-013 be rezoned from Light Manufacturing to Institutional Park. The current land owner, Nelson-Bane (seller) has given permission to the Wisconsin Department of Military Affairs (buyer) to submit a petition for rezoning.

The city of Kenosha's rezoning process recommends contacting all land owners that are 100 feet from the rezoning area. This is why you are receiving this letter.

Along with this letter is a tentative site development plan and a document with pictures of some of the Department of Military Affairs recent building projects. This building project is at least 10 to 15 years out from implementation and is dependent on Wisconsin Department of Military Affairs receiving funds from the federal government.

This future building project is expected to have no effect on your current land and how you use it. The existing lot lines owned by Bane-Nelson would remain the same once the Department of Military Affairs purchases the land. As you can see from the tentative site plan, the new roads and buildings would be on the south side and far away from your property.

The reason the Wisconsin Department of Military Affairs is planning this building project is because the increased land would allow for the support of a larger armory (readiness center) and a larger vehicle maintenance shop for the Wisconsin Army National Guard. With increased capacity, the Guard would be better able to service their vehicles as well as have increased armory (readiness center) space necessary to accommodate training and mission needs.

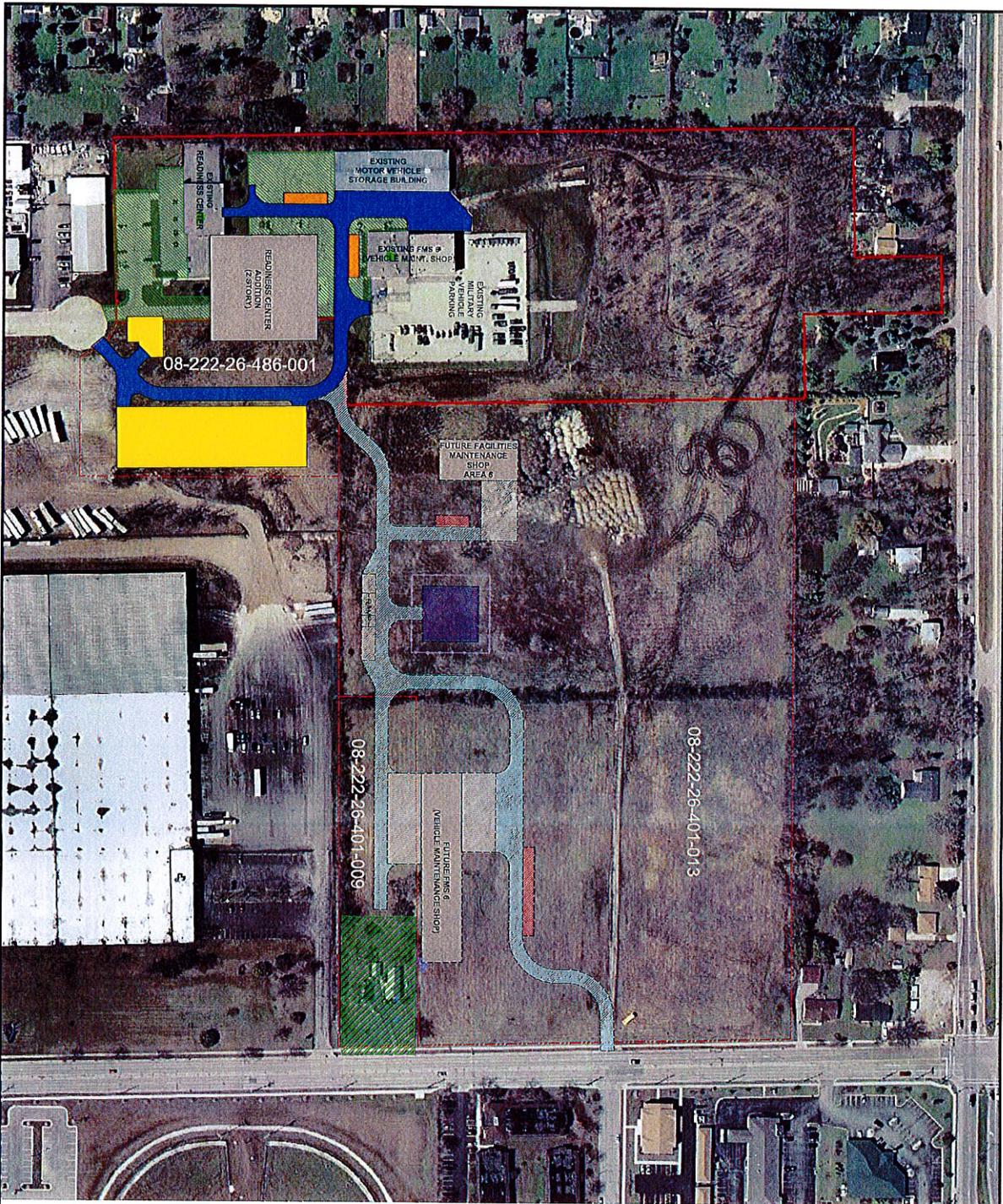
If you have any questions or concerns, please feel free to contact Jennifer Caravella, Real Property Specialist, at Wisconsin Department of Military Affairs CFMO 2400 Wright Street P.O. Box 14587 Madison, WI 53708. She can be reached at 608-242-3357 or jennifer.caravella@wisconsin.gov.

Sincerely,

Todd F. Lundin, LTC

Todd Lundin
Lieutenant Colonel, Wisconsin Army National Guard
Director, Construction Facilities Management Office
Wisconsin Department of Military Affairs

Encs



- LEGEND**
- NEW ACCESS ROAD
 - FUTURE ACCESS ROAD
 - NEW PARKING (RC)
 - NEW PARKING (FMS 6)
 - FUTURE PARKING
 - FUTURE MILITARY VEHICLE PARKING
 - FUTURE ACCESS APRONS
 - RESTORED SITE/LANDSCAPE
 - FUTURE SITE RESTORATION
 - NEW BUILDING/ADDITION
 - FUTURE BUILDING/ADDITION
 - FUTURE SECURITY FENCE
 - PROPERTY LINE



STATE PROJECT NO.:	
DMA PROJECT NO.:	
DRAWN BY:	CJL
DATE:	12-17-2014
REVISIONS:	8-10-2016 CJL
SHEET NO.:	1

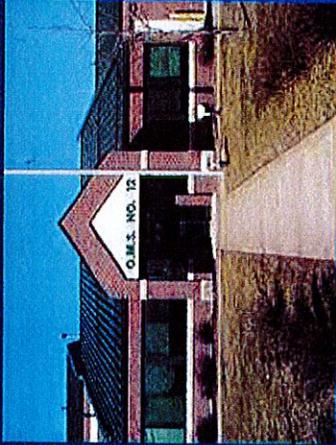
MASTER PLAN WISCONSIN ARMY NATIONAL GUARD KENOSHA, WISCONSIN

PLANS PREPARED BY:
FACILITIES DIRECTORATE
DEPARTMENT OF MILITARY AFFAIRS
OFFICE OF THE ADJUTANT GENERAL
P.O. BOX 14587
MADISON, WISCONSIN 53714-0587
(608) 242-3385

INSTALLATIONS MANAGEMENT

FACILITY EXAMPLE

HAYWARD MAINTENANCE SHOP

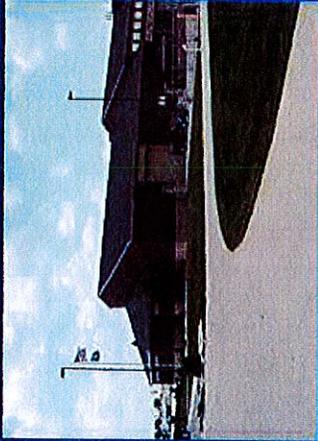


- CONSTRUCTED IN 1999
- SINGLE STORY
- 19,454 SF MAINTENANCE FACILITY
- BRICK VENEER EXTERIOR
- STANDING SEAM METAL ROOF

INSTALLATIONS MANAGEMENT

FACILITY EXAMPLE

OSHKOSH FIELD MAINTENANCE SHOP



- CONSTRUCTED IN 2005
- SINGLE STORY
- 22,363 SF MAINTENANCE FACILITY
- BRICK VENEER EXTERIOR
- SHINGLE ROOF

INSTALLATIONS MANAGEMENT

FACILITY EXAMPLE

MADISON ARMY MAINTENANCE SHOP



- CONSTRUCTED IN 2011
- 45,147 SF VEHICLE MAINTENANCE SHOP
- BRICK VENEER EXTERIOR
- FLAT BUILT-UP ROOF

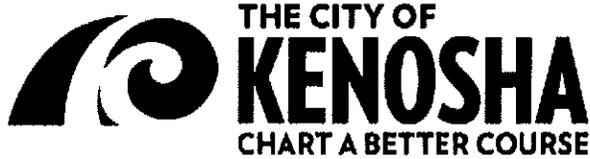
INSTALLATIONS MANAGEMENT

FACILITY EXAMPLE

CAMP WILLIAMS READINESS CENTER



- CONSTRUCTED IN 2008
- SINGLE STORY
- 45,147 SF READINESS CENTER (ARMORY)
- BRICK VENEER EXTERIOR
- FLAT BUILT-UP ROOF



Thursday, September 8, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140

Zoning Ordinance by the Mayor - To Repeal and Recreate Subparagraph 3.155 of the Zoning Ordinance for the City of Kenosha, Wisconsin regarding the B-4 Mixed-Use District. PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: City-Wide

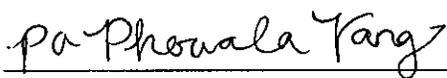
1. The B-4 Mixed Use District currently does not require a new Conditional Use Permit for new occupancy of a building which does not involve additions, enlargements or expansions for the following uses:
 - a. Multiple Family Residences
 - b. Elderly and/or Handicapped Multifamily Units, Elderly and Handicapped Community Living Arrangements and Assisted Living Facilities
 - c. Related Elderly Housing Facilities
 - d. Outdoor Advertising Signs
 - e. Drive-Thru Facilities

2. This Zoning Ordinance Amendment includes the following changes:
 - a. **Remove Section 3.155 B. Conditional Uses** and replace with **Section 3.155 B. Permitted Accessory Uses** to be consistent with other Business Districts.

 - b. Add uses a., b. and c. from the list above to **Section 3.155 C. Conditional Uses Subject to Section 4.06 B.21. of the Zoning Ordinance, and any Additional Standards as Noted**

RECOMMENDATION:

A recommendation is made to approve the Zoning Ordinance Amendment.



Pa Phouala Vang, Planner



Jeffrey B. Labahn, Director

ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO REPEAL AND RECREATE SUBPARAGRAPH 3.155 OF THE ZONING ORDINANCE FOR THE CITY OF KENOSHA, WISCONSIN REGARDING THE B-4 MIXED-USE DISTRICT.

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

Section One: Subparagraph 3.155 of the Zoning Ordinance for the City of Kenosha,

Wisconsin is hereby repealed and recreated as follows:

~~**B. Conditional Uses.** Each principal and accessory use listed in this paragraph B shall require a Conditional Use Permit subject to Section 4.06 B. 21. of this Ordinance where construction of a new building or group of buildings on the same lot, or contiguous group of lots, is required. New occupancy of a building for any of the following conditional uses, which does not involve additions, enlargements or expansion, does not require a new Conditional Use Permit.~~

~~**1. Multiple Family Residences.** Such residences may be located at or above the first floor, and attached or detached to another principal use.~~

~~**2. Elderly and/or Handicapped Multifamily Units, Elderly and Handicapped Community Living Arrangements and Assisted Living Facilities.** Such units, living arrangements or facilities may be located at or above the first floor, and attached or detached to another principal use. Assisted living facilities shall also be in conformance with Section 50.034, Wisconsin Statutes, and Chapter HFS89, Wisconsin Administrative Code.~~

~~**3. Related Elderly Housing Facilities,** including management office, service building, clubhouse, centralized recreational facilities, including swimming pools; private, noncommercial tennis and game courts in conformance with Chapter 9 of the Code of General Ordinance; private, noncommercial, common dining room, infirmary and limited medical emergency facilities restricted to serving residents; limited convenience retail and service uses for the benefit of the residents and guests.~~

~~**4. Outdoor Advertising Signs,** in conformance with Chapter 15 of the Code of General Ordinances.~~

~~**5. Drive-Thru Facilities** associated with permitted or conditional uses.~~

B. Permitted Accessory Uses.

1. Garages for the storage or loading of vehicles used in conjunction with the operation of a principal use.

2. Home occupations in residential dwellings, in conformance with the standards and conditions set forth in Section 3.03G. of this Ordinance.

3. Off-street parking and loading spaces and facilities, in conformance with §6.0 of this Ordinance. Loading docks shall be properly screened and/or recessed. Screening shall be accomplished by walls of the same building material as the principal building.

4. Outdoor Dining Areas located in public right-of-ways or major street setback areas, in conjunction with an adjacent bakery, candy and ice cream store, coffee shop, food store, grocery, delicatessen or restaurant in conformance with Section 5.046 of the Code of General Ordinances.

5. Power supply units, external building heating/cooling systems, and other uses normally auxiliary to the principal use. Such equipment shall be screened by fencing, walls or vegetation. Rooftop equipment shall be screened behind parapets or recessed into roofs with matching building materials, and shall be located below the highest vertical element of the building.

6. Public use service building or structure.

7. Trash enclosures. Such enclosures shall be constructed of building materials that match the associated building. Screening shall be provided on three sides and on the fourth side by a gate which also provides screening.

8. Signs in conformance with the following:

a. Nonresidential uses, and residential and nonresidential uses located in the same building, shall be restricted to the requirements of the IP Column in Table 1 of Chapter 15 of the Code of General Ordinances.

b. Residential uses shall be restricted to the requirements of the RM Column in Table 1 of Chapter 15 of the Code of General Ordinances.

c. Notwithstanding the above, one (1) gateway entry feature for the overall development that includes a development identification sign and sign directory of nonresidential tenants, as permitted by the Review Authority.

9. Sidewalk display area located on private property along the frontage of each tenant space and in compliance with the Americans With Disabilities Act.

10. Any other accessory use as permitted by the Review Authority.

11. Artisan manufacturing conducted wholly within an enclosed building. Such production of items shall be an accessory use to an artisan studio and shall not cause, create or result in noxious odors, smoke, dust, or dirt, or cause objectionable sounds of an intermittent nature which become a nuisance to adjacent uses.

C. Conditional Uses Subject to Section 4.06 B.21. of the Zoning Ordinance, and Additional Standards As Noted.

1. Single family attached residences in conformance with **Section 4.06 A.16.**, Zoning Ordinance.

2. Hotels and motels in conformance with **Section 4.06 B.13.**, Zoning Ordinance.

3. Community Living Arrangements, that are both: (a) in conformance with Subparagraph 4.06 A.1., Zoning Ordinance; and (b) either (i) in conformance with §62.23 (7)(i), Wisconsin Statutes, or (ii) not in conformance with §62.23 (7)(i) but all of the persons served are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA) and are living in the Community Living Arrangement because of their disability or handicap. In the latter circumstance, compliance with §62.23 (7)(i) is not required.

4. Convention center, in conformance with **Section 4.06 B.4.**, Zoning Ordinance.

5. Brewpub or winery, accessory to a restaurant, tavern, cocktail lounge or package beverage store, provided that no greater than thirty (30%) percent of the gross floor area is devoted to any manufacturing or processing, or storage of beverages produced on premises, provided that brewpubs produce no greater than two thousand (2,000) barrels of fermented malt beverages per year, or, that wineries produce no greater than twenty thousand (20,000) gallons of wine per year, in conformance with Section 125, Wisconsin Statutes, Chapter 10 of the Code of General Ordinances, and **Section 4.06 B.12.**, Zoning Ordinance.

6. Bed and Breakfast Establishments in conformance with **Section 4.06 A.7.** of the Zoning Ordinance.

7. Utility substations not visible from public streets or public spaces, in conformance with **Section 4.06 D.11.** of the Zoning Ordinance.

8. Storm water detention and retention basins.

9. Drive-thru facilities in conjunction with any permitted use, excluding alcohol beverage sales, and in conformance with **Section 4.06 B.15** this Ordinance. Drive-thru lanes shall not be located between a building and a major street.

10. **Unified Business Center.** A commercial development as defined in Section 12.0 of the Zoning Ordinance.

11. **Large Scale Commercial Development.** A commercial development as defined in Section 12.0 of the Zoning Ordinance.

12. Pawnbroker.

13. ~~Secondhand~~ Secondhand Jewelry Dealer.

14. Multiple Family Residences. Such residences may be located at or above the first floor, and attached or detached to another principal use.

15. Elderly and/or Handicapped Multifamily Units, Elderly and Handicapped Community Living Arrangements and Assisted Living Facilities. Such units, living arrangements or facilities may be located at or above the first floor, and attached or detached to another principal use. Assisted living facilities shall also be in conformance with Section 50.034, Wisconsin Statutes, and Chapter DHS89, Wisconsin Administrative Code.

16. Related Elderly Housing Facilities, including management office, service building, clubhouse, centralized recreational facilities, including swimming pools; private, noncommercial tennis and game courts in conformance with Chapter 9 of the Code of General Ordinance; private, noncommercial, common dining room, infirmary and limited medical emergency facilities restricted to serving residents; limited convenience retail and service uses for the benefit of the residents and guests.

Section Two: Subparagraph 3.155 D. of the Zoning Ordinance for the City of

Kenosha, Wisconsin is hereby repealed and Subparagraphs 3.155 E. through 3.155 G. are hereby renumbered as 3.155 D. through 3.155 F.

Section Three: Section 3.155 D.9. in subparagraphs 3.155 A.1., A.2., A.3., and A.4. in

the Zoning Ordinance for the City of Kenosha, Wisconsin are hereby replaced as Section 3.155 B.9.

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

ATTEST: _____ City Clerk/Treasurer
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
CITY ATTORNEY

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2016
By Creating Line OT16-008 "Harborpark Outlook" in the Amount of \$319,000 Using Various
Funding Sources in the Amount of \$319,000 for a Net Change of \$0

WHEREAS, the above amendment is needed to provide funding for the repair work
needed to the Harborpark Outlook for which bids have been received; and

WHEREAS, the following funding sources will be used to fund the project; and,

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on October 10, 2016; the Public Works Committee on
October 10, 2016 and the Finance Committee on October 17, 2016;

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:

Create: CIP Line OT16-008	Harborpark Outlook	\$319,000	
			<u>\$319,000</u>
Sources of Funding:	OT15-003 Harbor Wall	\$ 95,500	
	PK 09-001 Harbor Dredging	\$196,000	
	Cell Tower Funds	\$ 27,500	
			<u>\$319,000</u>

Adopted this _____ day of _____ 2016

Approved:

JOHN M. ANTARAMIAN, MAYOR

DATED

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

DATED

RES16/cipOT16.8.10.3.16)

RESOLUTION NO. _____

SPONSOR: ALDERPERSON JOHN FOX

**TO SUBNAME 60TH STREET BETWEEN ITS INTERSECTIONS
OF 23RD AVENUE AND 24TH AVENUE AS “JOCKEY BOULEVARD”**

WHEREAS, Jockey International, Inc. is a leading designer, marketer, retailer, and licensor of men’s undergarments and women’s intimates; and

WHEREAS, Jockey International, Inc. is a third generation family-owned company, headquartered in the City of Kenosha, Wisconsin, at 2300 60th Street; and

WHEREAS, Jockey International, Inc. employs over 1,600 associates around the world with operations in Canada, Hong Kong, New York, North Carolina, and Germany; and

WHEREAS, founded in 1876, Jockey International, Inc. has a long history of manufacturing high quality innovative products beginning with the making and selling of superior wool socks to lumberjacks; and

WHEREAS, Jockey’s culture reflects the Midwest values of its ownership, where success is achieved through hard work, mutual respect, and offering consumers products with striking quality from a brand they trust; and

WHEREAS, through its Jockey Being Family Foundation, Jockey International, Inc. and its many associates support charitable initiatives in the City and across the United States; and

WHEREAS, the petition for subnaming of a street and appropriate fee have been filed with the City Clerk.

NOW THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha, that 60th Street, between its intersection with 23rd Avenue and 24th Avenue

shall be subnamed "Jockey Boulevard" pursuant to Section 5.041 of the Code of Ordinances for the City of Kenosha, Wisconsin.

Adopted this _____ day of _____, 2016.

ATTEST: _____ City Clerk

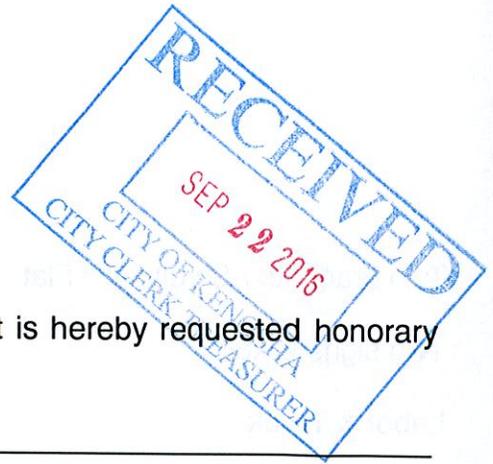
APPROVED: _____ Mayor

Date: _____

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

pd .300.00
9/22/16
recpt. 118504

City of Kenosha
Petition Form
for
Honorary Street Subname



In accordance with City Ordinance 5.041, the following street is hereby requested honorary street subname status.

A. Street Location: 60th St.

From: 23rd Ave (NW corner) To: 24th Ave (NW corner)

B. Requested Honorary Name Designation: Jockey Blvd.

C. Circle one of designated Street type abbreviation:

- | | |
|-------------------------|-------------|
| Avenue – AV | Lane – LN |
| <u>Boulevard – BLVD</u> | Place – PL |
| Court – CT | Street – ST |
| Drive – DR | Way – Way |

D. The designation fee of \$300 is hereby enclosed. The fee for furnishing and installing honorary street subname shall include two signs up to 9"x36" on a 0.080 alum. flat sign blank with HIP sheeting double sided white letters on a brown background 5" uppercase/3.5" lower case lettering or sized to fit sign.

E. Petitioner Name, Group, Institution or Organization

Name: Jockey International, Inc.

Address: 2300 60th St., Kenosha, WI 53140

Phone: 262-658-8111

Date: 9-22-16

F. a. Mayoral Signature: _____

b. Alderperson Signature: John P. Fer

Aldermanic District: 2

Signature for either F.a. or F.b. is required.

Petition shall be filed with the Office of the City Clerk/Treasurer along with payment. The City Clerk/Treasurer will forward the petition to the City Attorney for a Council resolution if deemed ordinance compliant.

RESOLUTION _____

SPONSOR: ALDERPERSON CURT WILSON

TO DECLARE OCTOBER 2016 BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer is a disease in which malignant cancer cells form in the tissues of the breast; and

WHEREAS, types of breast cancer include ductal carcinoma in situ, invasive ductal carcinoma, inflammatory breast cancer, and metastatic breast cancer; and

WHEREAS, as reported by the United States Centers for Disease Control and Prevention, breast cancer is the most commonly diagnosed cancer in women for all ethnicities; and

WHEREAS, one in eight women will be diagnosed with breast cancer in their lifetime; and

WHEREAS, breast cancer is the second leading cause of death among women; and

WHEREAS, each year it is estimated that over 230,000 women in the United States will be diagnosed with breast cancer and more than 40,000 will die; and

WHEREAS, breast cancer is not limited to women in that according to the National Breast Cancer Foundation, Inc., each year it is estimated that approximately 2,190 men will be diagnosed with breast cancer and more than 400 will die; breast cancer in men carries a higher mortality than for women, primarily because awareness among men is less and they are less likely to assume a lump is breast cancer, which can cause a delay in seeking treatment; and

WHEREAS, when breast cancer is detected early, at a localized stage, the 5-year relative survival rate is one-hundred percent (100%); and

WHEREAS, early detection strategies include monthly breast self-exams, regular clinical breast exams, and mammograms; and

WHEREAS, while only a small percentage of breast lumps turn out to be cancer, if a person discovers a persistent lump in her or his breast or notices any changes in breast tissue, it should never be ignored.

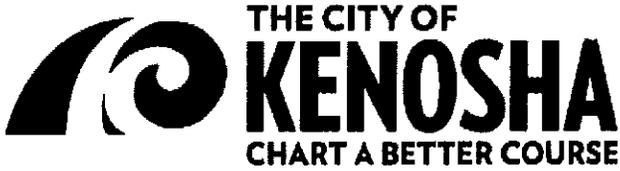
NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha that October 2016 is declared to be Breast Cancer Awareness Month in the City of Kenosha.

Adopted this _____ day of October, 2016.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
John M. Antaramian, Mayor

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



**CITY PLAN COMMISSION
Staff Report - Item 2**

**Thursday, September 8, 2016 at 5:00 pm
Municipal Building
625 52nd Street - Room 202 - Kenosha, WI 53140**

Resolution by the Mayor - To Amend the Official Map for the City of Kenosha, Wisconsin, To Include the Attachment of property East of 10901 60th Street [Parcel #80-4-122-061-0240, In the Town of Somers, Kenosha County, Wisconsin, In accordance with the approved City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes] and Create Ward 93. (Ferati) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Downing, District 16, has been notified. The Common Council is the final review authority.

LOCATION AND ANALYSIS:

Site: 10901 60th Street

1. The City has received a Petition to Attach property from the Town of Somers to the City of Kenosha.
2. This Resolution will Amend the City's Official Map to include this property.

RECOMMENDATION:

A recommendation is made to approve the attached Resoluitiion.

Rich Schroeder, Deputy Director

Jeffrey B. Labahn, Director

RESOLUTION NO. _____

BY: THE MAYOR

TO AMEND THE OFFICIAL MAP FOR THE CITY OF KENOSHA,
WISCONSIN, TO INCLUDE THE ATTACHMENT OF

Parcel No(s): 80-4-122-061-0240

Located at: East of 10901 60th Street

IN THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN,
IN ACCORDANCE WITH THE APPROVED CITY OF
KENOSHA/TOWN OF SOMERS COOPERATIVE PLAN UNDER
SECTION 66.0307 OF THE WISCONSIN STATUTES AND
CREATE WARD 93 [Ferati, Property Owner]

WHEREAS, the City of Kenosha, Wisconsin, has established an Official Map pursuant to Section 62.23(6), Wisconsin Statutes; and,

WHEREAS, the City of Kenosha, Wisconsin, and the Town of Somers, Wisconsin, entered into the City of Kenosha/Town of Somers Cooperative Plan Under Section 66.0307, Wisconsin Statutes, which was approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005; and,

WHEREAS, it was in the best interest for the public health, safety, and welfare of the City of Kenosha/Town of Somers to attach territory known as Parcel No. 80-4-122-061-0240 located in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, on October 3, 2016, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment and Zoning District Classification Ordinance under Section 66.0307, Wisconsin Statutes, for Parcel No. 80-4-122-061-0240, located in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin, with the Zoning District Classifications designated therein.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to the authority of Section 62.23(6)(c), Wisconsin Statutes, the Official Map of the City of Kenosha, Wisconsin, be and hereby is amended to include the designation of the attachment of territory formerly of the Town of Somers, County of Kenosha, Wisconsin, known as Parcel No. 80-4-122-061-0240 as depicted on the Attachment and Zoning District Classification Ordinance, which is incorporated herein by reference.

BE IT FURTHER RESOLVED that the territory described herein constitutes the 93rd Ward of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Aldermanic Districts.

BE IT FURTHER RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that Parcel No. 80-4-122-061-0240 is attached to the City of Kenosha by Attachment Ordinance No. _____, which constitutes City of Kenosha Voting Ward 93, and Ward 93 is adjoined to the polling place with wards 73-79, 89, 90 and 91 for voting purposes as allowed by Section 5.15 (6)(b), Wisconsin Statutes.

BE IT FURTHER RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the City Clerk is directed to send a copy of this Resolution to the County Clerk for referral to the Kenosha County Board.

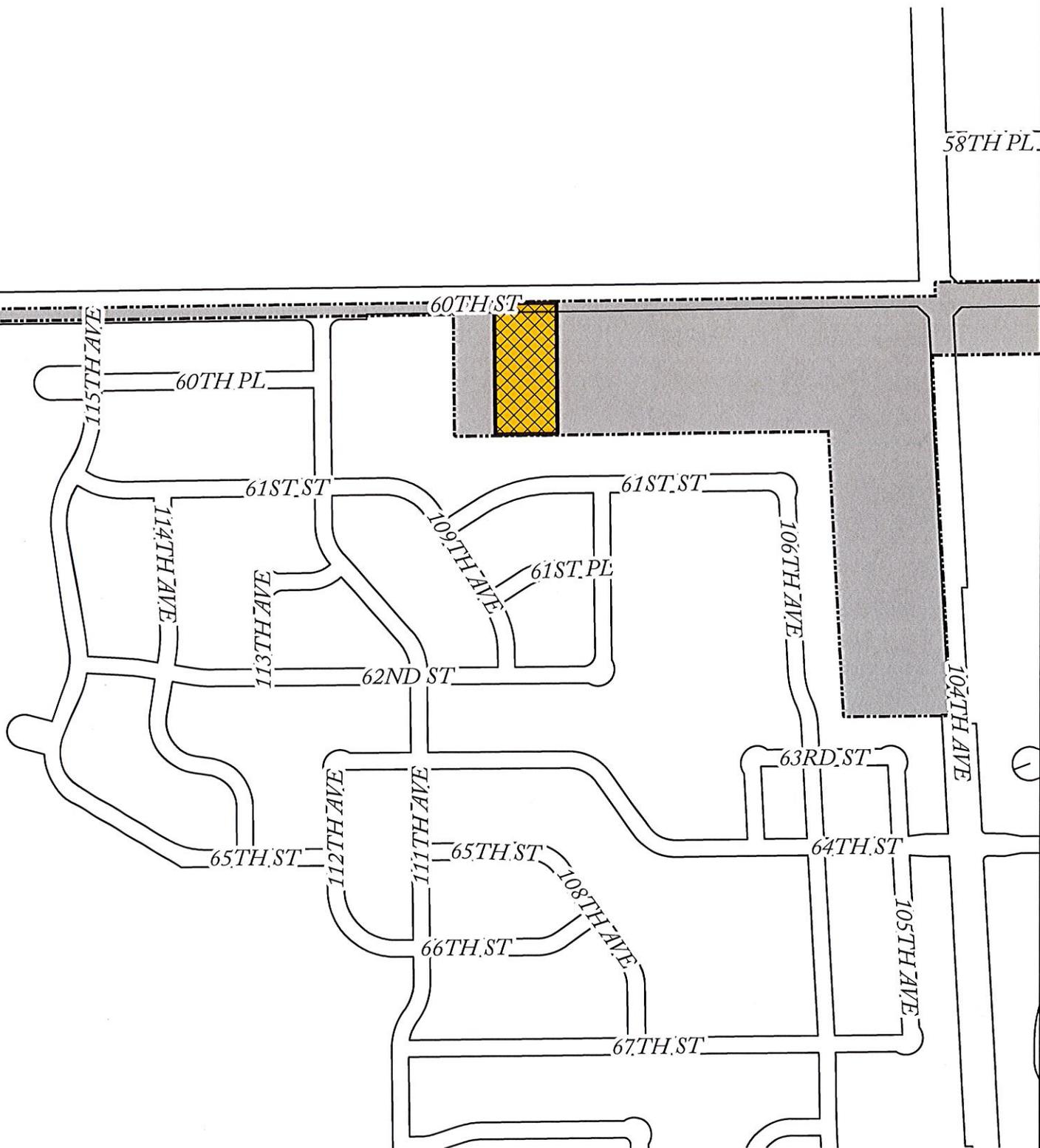
Adopted this ____ day of _____, 2016.

ATTEST: _____ City Clerk
Debra Salas

APPROVED: _____ Mayor Date: _____
John M. Antaramian

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

Official Map Amendment Ferati Attachment



Property to be Attached



RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #16, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES AND
PURSUANT TO SECTION 66.1105(6)(f), 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; and,

WHEREAS, the City Plan Commission, on September 22, 2016, 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 Tax Incremental District #16, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #16 to proposed TID #19, as described and attached hereto as Exhibit "A", 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 #16, 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 and approve the Project Plan Amendment; and

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 #16, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts and approves the Project Plan Amendment for TID #16, 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 _____, 2016

ATTEST: _____,
Debra Salas, City Clerk/Treasurer

APPROVED: _____,
John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #16

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #16 to proposed TID #19.

The purpose of the Project Plan Amendment is to assist proposed TID #19 because the proposed development of TID #19 will not generate enough positive tax increments to pay for the project costs and debt service.

Per Section 66.1105(6)(f)1.a., TID #16 and TID #19 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #16 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #19 is being created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district was blighted.

No tax increments may be allocated later than January 1, 2033 which is the dissolution date for TID #16

The Project Plan Amendment does not involve any increase in project costs (other than the allocation of positive tax increments generated by TID #16 to TID #19) or change in the TID #16 boundaries.

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

Resolution by the City Plan Commission - To Adopt a Project Plan Amendment for Tax Incremental District #16, City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes. (Amazon) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderson Downing, District 16, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council. A Notice announcing this hearing was published in the Kenosha News on August 25th and September 2, 2016. This Notice was also sent to the other local government units as required by Wisconsin Statutes 66.1105.

LOCATION AND ANALYSIS:

Site: The area generally bounded by CTH "S" on the north, the Kilbourn Road Ditch on the east, 38th Street on the south and 120th Avenue Frontage Road and I-94 on the west.

1. The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #16 (Amazon) to assist a new TID #19 (Chrysler). The transfer is because the proposed development of TID #19 will not generate enough positive tax increments to pay for its project costs and debt service.
2. Per Section 66.1105(6)(f)1.a., TID #16 and TID #19 have the same overlying taxing jurisdictions.
3. Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #16 has satisfied all of its current year debt service and project cost obligations.
4. Per Section 66.1105(6)(f)2.b., TID #19 is being created upon findings that not less than 50%, by area, of the real property within the district was blighted.
5. No tax increments may be allocated later than January 1, 2033 which is the dissolution date for TID #16.
6. The Project Plan Amendment does not involve any increase in project costs, other than the allocation of positive tax increments generated by TID #16 to TID #19, or change in the TID #16 boundaries.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution to Adopt the Project Plan Amendment for TID #16.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labahn, Director

/u2/acct/cp/clays/1CPC/2016/SEP22/4Staff-TID16-Adopt-PPAamend.doc

CITY PLAN COMMISSION RESOLUTION # _____

BY: CITY PLAN COMMISSION

**TO ADOPT A PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #16, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES AND
PURSUANT TO SECTION 66.1105(6)(f), 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 22, 2016, 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 #16, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #16 to proposed TID #19, as described and attached hereto as Exhibit "A", 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 TID #16, 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 TID #16, 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 adopt this Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST:

Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:

John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #16

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #16 to proposed TID #19.

The purpose of the Project Plan Amendment is to assist proposed TID #19 because the proposed development of TID #19 will not generate enough positive tax increments to pay for the project costs and debt service.

Per Section 66.1105(6)(f)1.a., TID #16 and TID #19 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #16 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #19 is being created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district was blighted.

No tax increments may be allocated later than January 1, 2033 which is the dissolution date for TID #16.

The Project Plan Amendment does not involve any increase in project costs (other than the allocation of positive tax increments generated by TID #16 to TID #19) or change in the TID #16 boundaries.



Project Plan Amendment for Tax Incremental District #16

For Consideration by the Common Council on October 17, 2016

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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 # 8-16

BY: CITY PLAN COMMISSION

**TO ADOPT A PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #16, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES AND
PURSUANT TO SECTION 66.1105(6)(f), 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 22, 2016, 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 #16, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #16 to proposed TID #19, as described and attached hereto as Exhibit "A", and

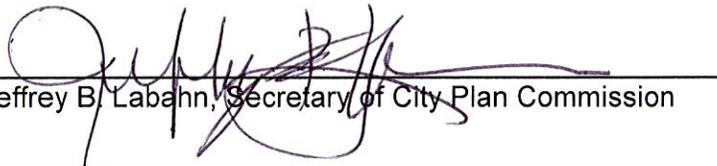
WHEREAS, the Project Plan Amendment is feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin.

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

1. Finds the Project Plan Amendment for TID #16, 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 TID #16, 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 adopt this Project Plan Amendment.

Adopted this 22nd day of September, 2016

ATTEST:


Jeffrey B. Labahn, Secretary of City Plan Commission

APPROVED:


John M. Antaramian, Chairman of City Plan Commission

EXHIBIT "A"

Tax Incremental District #16

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #16 to proposed TID #19.

The purpose of the Project Plan Amendment is to assist proposed TID #19 because the proposed development of TID #19 will not generate enough positive tax increments to pay for the project costs and debt service.

Per Section 66.1105(6)(f)1.a., TID #16 and TID #19 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #16 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #19 is being created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district was blighted.

No tax increments may be allocated later than January 1, 2033 which is the dissolution date for TID #16.

The Project Plan Amendment does not involve any increase in project costs (other than the allocation of positive tax increments generated by TID #16 to TID #19) or change in the TID #16 boundaries.

RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #16, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(h)1., WISCONSIN STATUTES AND
PURSUANT TO SECTION 66.1105(6)(f), 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; and,

WHEREAS, the City Plan Commission, on September 22, 2016, 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 Tax Incremental District #16, City of Kenosha, Wisconsin; and

WHEREAS, the Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by TID #16 to proposed TID #19, as described and attached hereto as Exhibit "A", 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 #16, 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 and approve the Project Plan Amendment; and

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 #16, City of Kenosha, Wisconsin, to be feasible and in conformity with the Master Plan of the City; and
2. Adopts and approves the Project Plan Amendment for TID #16, 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 _____, 2016

ATTEST: _____,
Debra Salas, City Clerk/Treasurer

APPROVED: _____,
John M. Antaramian, Mayor

EXHIBIT "A"

Tax Incremental District #16

Amendment Description

The Project Plan Amendment, under Section 66.1105(6)(f), Wisconsin Statutes, involves the allocation of positive tax increments generated by Tax Incremental District (TID) #16 to proposed TID #19.

The purpose of the Project Plan Amendment is to assist proposed TID #19 because the proposed development of TID #19 will not generate enough positive tax increments to pay for the project costs and debt service.

Per Section 66.1105(6)(f)1.a., TID #16 and TID #19 have the same overlying taxing jurisdictions.

Per Section 66.1105(6)(f)3, the allocation of positive tax increments will not occur until TID #16 has satisfied all of its current year debt service and project cost obligations.

Per Section 66.1105(6)(f)2.b., TID #19 is being created upon a finding that not less than fifty (50%) percent, by area, of the real property within the district was blighted.

No tax increments may be allocated later than January 1, 2033 which is the dissolution date for TID #16

The Project Plan Amendment does not involve any increase in project costs (other than the allocation of positive tax increments generated by TID #16 to TID #19) or change in the TID #16 boundaries.

RESOLUTION NO. 16-4

BY: THE CITY OF KENOSHA STANDING JOINT REVIEW BOARD

**TO APPROVE THE PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT #16, 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, the City of Kenosha has proposed to amend the Project Plan for TID #16 to allocate positive tax increments generated by TID #16 to TID #19 pursuant to Section 66.1105(6)(f), Wisconsin Statutes; and

WHEREAS, the Standing Joint Review Board was convened under the authority of Section 66.1105(3)(g), 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 Section 66.1105(4)(h)1., Wisconsin Statutes; and,

WHEREAS, the Standing Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the City of Kenosha, Wisconsin Standing Joint Review Board, that it approves Resolution # _____ adopted on October 17, 2016, by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes, and the Project Plan Amendment based on the following criteria:

1. That the development expected in TID #16 and TID #19 (the "Tax Incremental Districts") would not occur without the use of tax incremental financing.
2. That the economic benefits of the Tax Incremental Districts, 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 Tax Incremental Districts outweigh the anticipated 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 for TID #19 would not occur without the allocation of positive tax increments generated by TID #16 to TID #19, as provided in the Project Plan Amendment.

Adopted this _____ day of _____, 2016

ATTEST: _____, Staff

APPROVED: _____, Chairperson

**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
(2014 AMENDMENT)**

The combined Development Grant costs approved in the TID #16 creation and first Project Plan Amendment include site preparation, mass grading, roadway, storm water and utility improvements, building and parking lot construction and equipment purchases and shall be located on non-wetlands or existing wetlands that will be converted to non-wetlands in compliance with State law and Wisconsin Department of Natural Resources approval. 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 566.1105(2)(f)2.d. is executed.

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

The second Project Plan Amendment does not involve any increase in project costs other than the allocation of positive tax increments generated by TID #16 to TID #19. The amounts of the annual transfers to TID #19 are shown on the proposed Cash Flow Schedule on page 10.

Description of Project Costs	2013	2014	2015	Total
Development Grant	\$17,000,000	\$5,010,000	\$0	\$22,010,000
Capitalized Interest	\$873,900	\$402,720	\$0	\$1,276,620
Cost of Issuance	\$326,100	\$107,280	\$0	\$433,380
Total	\$18,200,000	\$5,520,000	\$0	\$23,720,000

Costs to be Recovered by TID	2016	2017	2018	Total
Project Costs	--	--	--	\$23,720,000
Financing Costs	--	--	--	\$4,987,888
Total	--	--	--	\$28,707,888

City of Kenosha, WI

\$18,200,000.00 Taxable G.O. Promissory Notes - Dated 11/15/13

TID No. 16

Final Sales Results

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/15/2013	-	-	-	-	-
09/01/2014	-	-	388,351.85	388,351.85	388,351.85
03/01/2015	-	-	244,417.25	244,417.25	-
09/01/2015	-	-	244,417.25	244,417.25	488,834.50
03/01/2016	-	-	244,417.25	244,417.25	-
09/01/2016	1,450,000.00	1.124%	244,417.25	1,694,417.25	1,938,834.50
03/01/2017	-	-	236,268.25	236,268.25	-
09/01/2017	2,325,000.00	1.596%	236,268.25	2,561,268.25	2,797,536.50
03/01/2018	-	-	217,714.75	217,714.75	-
09/01/2018	2,375,000.00	1.946%	217,714.75	2,592,714.75	2,810,429.50
03/01/2019	-	-	194,606.00	194,606.00	-
09/01/2019	2,425,000.00	2.398%	194,606.00	2,619,606.00	2,814,212.00
03/01/2020	-	-	165,530.25	165,530.25	-
09/01/2020	2,275,000.00	2.798%	165,530.25	2,440,530.25	2,606,060.50
03/01/2021	-	-	133,703.00	133,703.00	-
09/01/2021	2,350,000.00	3.296%	133,703.00	2,483,703.00	2,617,406.00
03/01/2022	-	-	94,975.00	94,975.00	-
09/01/2022	2,450,000.00	3.646%	94,975.00	2,544,975.00	2,639,950.00
03/01/2023	-	-	50,311.50	50,311.50	-
09/01/2023	2,550,000.00	3.946%	50,311.50	2,600,311.50	2,650,623.00
Total	\$18,200,000.00	-	\$3,552,238.35	\$21,752,238.35	-

Yield Statistics

Bond Year Dollars	5118,608.89
Average Life	6.517 Years
Average Coupon	2.9949175%
Net Interest Cost (NIC)	3.7097412%
True Interest Cost (TIC)	3.2089769%
Bond Yield for Arbitrage Purposes	2.9686236%
All Inclusive Cost (AIC)	3.2483304%

IRS Form 8038

Net Interest Cost	2.9949175%
Weighted Average Maturity	6.517 Years

2013 - \$18.2M Taxable Non-SINKLE PURPOSE | 11/14/2013 | 12:54 PM

Piper Jaffray & Co.
Wisconsin Public Finance

Page 2

City of Kenosha, WI

\$5,520,000.00 Taxable G.O. Promissory Notes - Dated 04/01/14

TID No. 16 - Phase II

Preliminary Estimate

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
09/01/2014	-	-	97,750.00	97,750.00
09/01/2015	-	-	234,600.00	234,600.00
09/01/2016	600,000.00	4.250%	234,600.00	834,600.00
09/01/2017	625,000.00	4.250%	209,100.00	834,100.00
09/01/2018	650,000.00	4.250%	182,537.50	832,537.50
09/01/2019	675,000.00	4.250%	154,912.50	829,912.50
09/01/2020	700,000.00	4.250%	126,225.00	826,225.00
09/01/2021	725,000.00	4.250%	96,475.00	821,475.00
09/01/2022	750,000.00	4.250%	65,662.50	815,662.50
09/01/2023	795,000.00	4.250%	33,787.50	828,787.50
Total	\$5,520,000.00	-	\$1,435,650.00	\$6,955,650.00

Yield Statistics

Bond Year Dollars	\$33,780.00
Average Life	6.120 Years
Average Coupon	4.2500000%
Net Interest Cost (NIC)	4.4787744%
True Interest Cost (TIC)	4.5195423%
Bond Yield for Arbitrage Purposes	4.2505817%
All Inclusive Cost (AIC)	4.6253052%

IRS Form 8038

Net Interest Cost	4.2500000%
Weighted Average Maturity	6.120 Years

2013 - \$5.6M Taxable Bond | SINGLE PURPOSE | 12/12/2013 | 8:47 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*, as amended January 20, 2016. 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*, as amended January 20, 2016, the amendment of this Tax Incremental District promotes the orderly development of the City.



Edward R. Antaramian
City Attorney

August 16, 2016

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

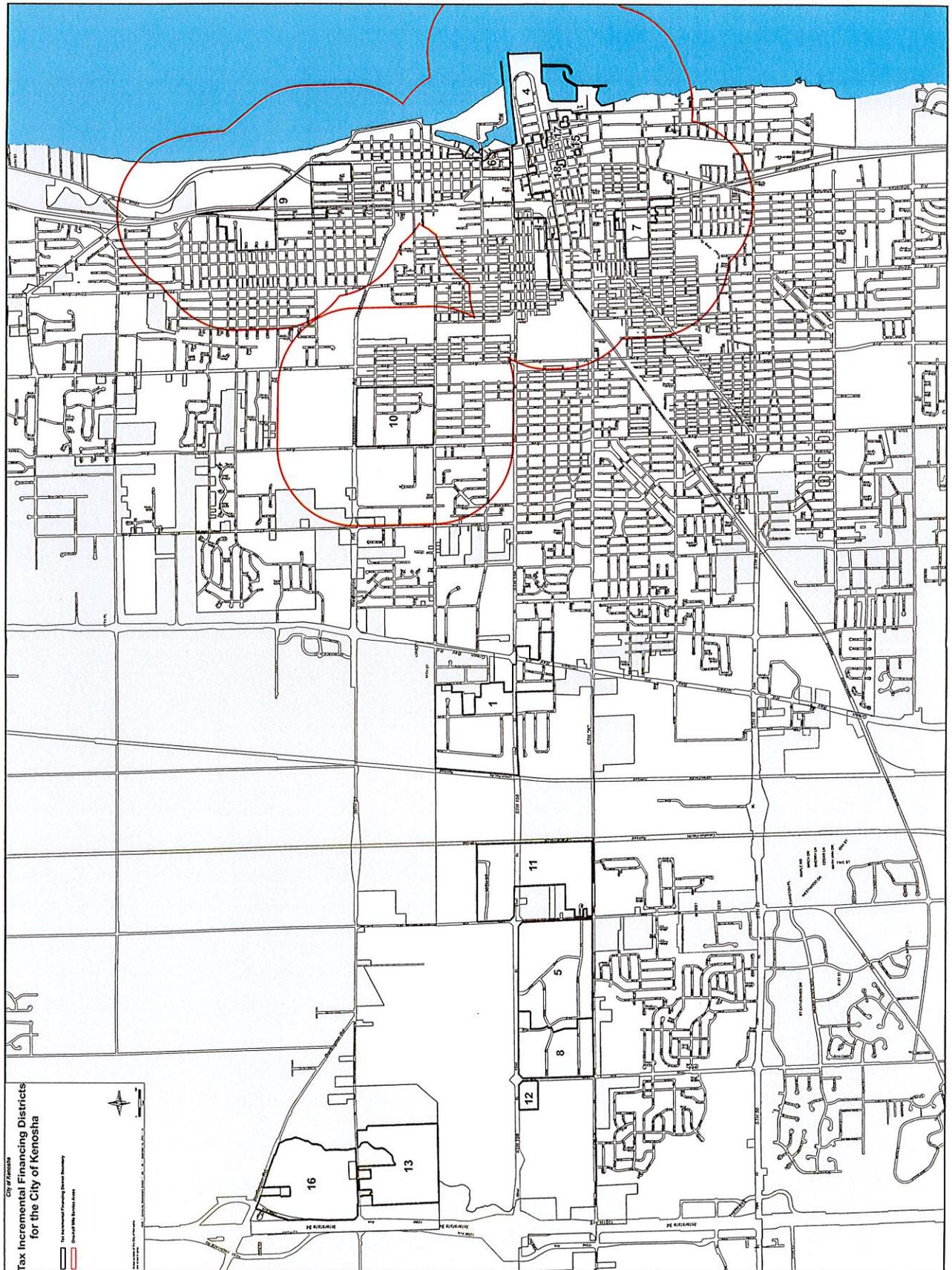
Re: Project Plan Third Amendment for Tax Incremental
District Number 16 [TIF District No. 16]

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



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

Resolution by the Mayor - To Create Tax Incremental District #19, City of Kenosha, Wisconsin, under Section 66.1105(4)(gm), Wisconsin Statutes. (Chrysler) (Districts 3, 7 and 11) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderspersons Michalski, Juliana and Gordon, Districts 3,7 and 11, have been notified. A Notice announcing this hearing was published in the Kenosha News on August 26th and September 2, 2016. The Notice was sent to other local government units as required by Wisconsin Statute 66.1105.

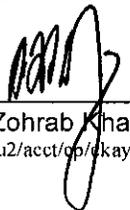
LOCATION AND ANALYSIS:

Site: Generally bounded by 52nd Street on the north, 23rd Avenue on the east, 60th Street on the south and 30th Avenue on the west.

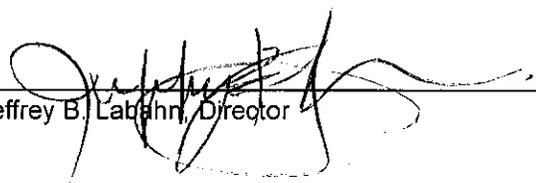
1. The preliminary designation of the boundaries of Tax Incremental District (TID) #19 was completed at the City Plan Commission meeting held Thursday, August 18, 2016.
2. The final designation of the project boundaries and approval to create TID #19 details are contained in the attached Resolution.
3. There are no changes to the boundaries or creation resolution.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution designating the TID #19 boundaries and Creation of TID #19.



Zohrab Khaligian, Community Dev Specialist
/u2/acct/op/ckays/ICPC/2016/SEP22/6Staff-TID19-ResCreate.doc



Jeffrey B. Labahn, Director

RESOLUTION NO. _____

BY: THE MAYOR

**TO CREATE TAX INCREMENTAL DISTRICT #19,
CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(gm), WISCONSIN STATUTES**

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

WHEREAS, a public hearing was properly noticed and held by the City Plan Commission on September 22, 2016, wherein interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a TID and the proposed boundaries thereof; and

WHEREAS, pursuant to such procedure and after due reflection and consideration, the City Plan Commission has favorably recommended to the Common Council of the City of Kenosha the creation of TID #19, City of Kenosha, Wisconsin (the "District"), the boundaries of which shown on Exhibit "A" and "B".

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

1. Deems the creation of the recommended TID to eliminate blight in the City of Kenosha to be in the public interest and for a proper public purpose.
2. Accepts and adopts as the district boundaries those recommended by the City Plan Commission, which boundaries generally lie within the City of Kenosha between 52nd Street and 60th Street and between 30th Avenue and 23rd Avenue, and are more specifically defined in Exhibit "A" and "B", which are attached hereto and incorporated herein by reference. The district boundaries include only those whole units of property as are assessed for general property tax purposes. Since the District property was occupied through 2010, property standing vacant for an entire seven (7) year period immediately preceding adoption of this Resolution, as "vacant property" is defined in Section 66.1105(4)(gm) 1., Wisconsin Statutes, does not comprise more than twenty-five (25%) percent of the area in the TID.
3. Assigns to the District the name "Tax Incremental District #19", City of Kenosha, Wisconsin".
4. Finds that not less than fifty (50%) percent by area of the real property within the District is a "blighted area" within the meaning of Section 66.1105(2)(ae), Wisconsin Statutes.
5. 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,
6. Finds that the project costs relate directly to eliminating "blight" within the District consistent with the purpose for which the TID was created.

7. Finds that the equalized value of taxable property of the District plus the value increment of all existing tax incremental districts does not exceed twelve (12%) percent of the total equalized value of taxable property within the City of Kenosha, Wisconsin.
8. Finds that the percentage of territory in the TID that will be devoted to retail business will not exceed thirty-five (35%) percent.
9. Finds that the Project Plan for TID #19, City of Kenosha, Wisconsin, is feasible and in conformity with the Master Plan of the City of Kenosha, as amended.
10. Declares that the District is a blighted area district;.

BE IT FURTHER RESOLVED that TID #19 is created effective January 1, 2017, upon passage and publication of this Resolution and review and approval of this Resolution by a Joint Review Board under Section 66.1105(4m), Wisconsin Statutes.

Adopted this _____ day of _____, 2016

ATTEST:

Debra Salas, City Clerk

APPROVED:

John M. Antaramian, Mayor

Exhibit "B"

Proposed Tax Incremental District #19

Boundary Description

A part of the Northeast, Northwest, Southwest, and Southeast Quarters of Section 36, Town Two North, Range 22 East, and the Northeast and Northwest Quarters of Section One, Town One North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, State of Wisconsin and more particularly described as:

Commencing at a point which is thirty-three feet (33') north of and sixteen feet (16') west of the center of said Section 36, which point is also the intersection of the northerly extension of the west line of 30th Avenue and the westerly extension of the north line of 52nd Street; thence southerly along the west line of 30th Avenue and its northerly extension 377 feet, more or less, to the northeast corner of Lot 164 in *Hollywood Subdivision*, a subdivision of record and on file in the Kenosha County Register of Deeds Office, thence easterly along the easterly extension of the north line of said Lot 164, which is also the west line of 30th Avenue, 7 feet, more or less; thence southerly along the west line of 30th Avenue 136.3 feet, more or less, to the easterly extension of the north line of Lot 166 in said *Hollywood Subdivision*, thence easterly along the easterly extension of the north line of said Lot 166, which is also the west line of 30th Avenue, 9 feet, more or less; thence southerly along the west line of 30th Avenue 184.7 feet, more or less, to the northeast corner of Lot 4 in Block 1 of *Flynn Subdivision*, a subdivision of record and on file in the Kenosha County Register of Deeds Office; thence westerly along the north line of said Lot 4 and its westerly extension 143 feet, more or less, to the centerline of a 14-foot alley, which was vacated by City of Kenosha Resolution 80-92 on April 20, 1992; thence southerly along the centerline of said vacated alley 315 feet, more or less, to the north line of 55th Street; thence southwest 51 feet, more or less, to the northeast corner of Lot 8 in Block 2 of said *Flynn Subdivision*; thence southerly along the east line of Lots 8 through 14, inclusive, in Block 2 of said *Flynn Subdivision* and the east line of Lots 51 through 57, inclusive, in *H. L. Bullamore's Subdivision*, a subdivision of record and on file in the Kenosha County Register of Deeds Office, 549.05 feet, more or less, to the southeast corner of Lot 51 in said *H.L. Bullamore's Subdivision*; thence southeasterly 51 feet, more or less, to the south line of 56th Street and a point which is the center of a 14-foot alley, which was vacated by City of Kenosha Resolution 165-97 on October 20, 1997; thence southerly along the centerline of said vacated alley 424 feet, more or less, to the north line of 58th Street; thence southerly 50 feet, more or less, to the south line of 58th Street and a point which is the center of a 14-foot alley which was vacated by City of Kenosha Resolution 92-93 on June 7, 1993; thence southerly along the centerline of said vacated alley 254 feet, more or less, to the westerly extension of the north line of Lot 24 in said *H.L. Bullamore's Subdivision*; thence easterly along said northerly extension 7 feet, more or less, to the west line of said Lot 24; thence southerly along the west line of Lots 24 and 25 in said *H.L. Bullamore's Subdivision* 85 feet, more or less, to the south line of said Lot 25; thence easterly along said south line 96 feet, more or less, to the northerly extension of the west line of Lot 26 in said *H.L. Bullamore's Subdivision*; thence southerly along the west line of said Lot 26 and its northerly and southerly extensions 200 feet, more or less, to the north line of 60th Street; thence easterly along the north line of 60th Street 776 feet, more or less, to the northeast corner of Lot 11 in Block 1 in *Pennefeather's Western Addition to the City of Kenosha*, a subdivision of record and on file in the Kenosha County Register of Deeds Office; thence southerly along the east line of said Lot 11 and its southerly extension 134.3 feet, more or less, to the centerline of a vacated right-of-way laid out and platted as Amy Street in said *Pennefeather's Western Addition to the City of Kenosha*, which was vacated by City of Kenosha Resolution 177-66 on October 3, 1966; thence westerly along the centerline of said vacated right-of-way and its westerly extension 99 feet, more or less, to the west line of 28th Avenue; thence southerly along the west line of 28th Avenue 308 feet, more or less, to the north line of the Union-Pacific Railroad right-of-way, which is also the south line of said *Pennefeather's Western Addition to the City of Kenosha*; thence northeasterly along said right-of-way 561 feet, more or less, to a point which is the intersection of the north line of said right-of-way and the southerly extension of a line which is parallel to, and 19 feet east of, the west line of Lot 3 in Block 1 of said *Pennefeather's Western Addition to the City of Kenosha*; thence northerly 77.3 feet, more or less, to a point of the south line of 60th Street which is 19 feet east of the northwest corner of said Lot 3; thence easterly along the south line of 60th Street 157 feet, more or less, to the northeast corner of said *Pennefeather's*

Western Addition to the City of Kenosha, which is also the north line of said Union-Pacific Railroad right-of-way; thence northeasterly along said right-of-way 1,183 feet, more or less, to the centerline of 58th Street, which was vacated by City of Kenosha Resolution 65-01 on August 6, 2001; thence easterly along the centerline of said vacated 58th Street 123 feet, more or less, to the west line of 23rd Avenue, which is also the north line of *Vetters Subdivision*; thence northeasterly along said north line 53 feet, more or less, to the east line of 23rd Avenue; thence northerly along said east line 352 feet, more or less, to the southwest corner of Lot 8 in Block 16 of *Bain's Subdivision of Part of the Southeast Quarter of Section 36*, a plat of record and on file in the Kenosha County Register of Deeds Office, which point is also the intersection of the east line of 23rd Avenue and the south line of 56th Street; thence westerly along the north line of 56th Street 324 feet, more or less, to the southwest corner of Lot 8 in Block 15 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*, which point is also the intersection of the north line of 56th Street and the east line of 24th Avenue; thence northerly along the east line of 24th Avenue 226 feet, more or less, to the northwest corner of Lot 5 in said Block 15; thence westerly to the southeast corner of Lot 13 in Block 14 in said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence westerly along the south line of said Lot 13; thence northerly along the west line of Lots 13 through 16, inclusive, in said Block 14 and the northerly extension of the west line of Lot 16, 292 feet, more or less, to the southwest corner of Lot 7 in Block 11 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*, which point is on the north line of 55th Street; thence westerly along the north line of 55th Street 324 feet, more or less, to the southwest corner of Lot 7 in Block 12 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence northerly along the west line of Lots 7 through 12, inclusive, in said Block 12 and the northerly extension of said Lot 12 421 feet, more or less, to a point on the north line of 54th Street, said point being 8 feet, more or less, east of the southeast corner of Lot 6 in Block 5 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence westerly along the north line of 54th Street 24 feet, more or less, to a point which is 16 feet west of the southeast corner of said Lot 6; thence northerly upon a line which is parallel to and 16 feet west of, the east line of said Lot 6 124 feet, more or less, to the north line of said Lot 6; thence easterly along the north line of Lots 6 and 7 in said Block 5 48 feet, more or less, to a point which is 32 feet east of the west line of said Lot 7; thence northerly 140 feet, more or less, to the south line of 53rd Street at a point which is 32 feet west of the northeast corner of Lot 2 in said Block 5; thence northerly 66 feet, more or less, to the north line of 53rd Street at a point which is 34 feet west of the southeast corner of Lot 7 in Block 4 in said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence westerly along the south line of 53rd Street 164 feet, more or less, to the southwest corner of Lot 5 in said Block 4, which point is also the intersection of the north line of 53rd Street and the west line of 26th Avenue; thence northerly along the west line of 26th Avenue and its northerly extension 383 feet, more or less, to the north line of 52nd Street; thence westerly along the north line of 52nd Street and its westerly extension 1,446 feet, more or less, to the point of beginning of this description; containing 120.264 Acres, more or less.

Proposed Tax Incremental District #19 for the City of Kenosha



Boundary and Parcel Map:

-  Proposed TID #19
-  Block Number
-  Parcel Number



RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN FOR
TAX INCREMENTAL DISTRICT #19, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(g), WISCONSIN STATUTES**

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

WHEREAS, the Project Plan for TID #19, City of Kenosha, Wisconsin, has been developed in accordance with Section 66.1105(4)(f), Wisconsin Statutes; and

WHEREAS, a public hearing was properly noticed and held by the City Plan Commission on September 22, 2016, under Section 66.1105(4)(e), Wisconsin Statutes, wherein interested parties were afforded a reasonable opportunity to express their views on the proposed Project Plan for TID #19, City of Kenosha, Wisconsin; and

WHEREAS, the City Plan Commission, on September 22, 2016, at a duly authorized, noticed and convened meeting, adopted the Project Plan for TID #19, City of Kenosha, Wisconsin, under 66.1105(4)(f), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that the Project Plan for TID #19, City of Kenosha, Wisconsin, is found to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended; and

BE IT FURTHER RESOLVED, that the Project Plan for TID #19, City of Kenosha, Wisconsin, which is incorporated herein by reference and on file in the Office of the City Clerk/Treasurer, is adopted under Section 66.1105(4)(g), Wisconsin Statutes.

Adopted this _____ day of _____, 2016

ATTEST: _____
Debra Salas, City Clerk

APPROVED: _____
John M. Antaramian, Mayor

Drafted by: Department of Community Development & Inspections

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

**Resolution by the Mayor - To Adopt a Project Plan for Tax Incremental District #19, City of Kenosha, Wisconsin, under Section 66.1105(4)(g), Wisconsin Statutes. (Chrysler) (Districts 3, 7 and 11)
PUBLIC HEARING**

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderspersons Michalski, Juliana and Gordon, Districts 3,7 and 11, have been notified. A Notice announcing this hearing was published in the Kenosha News on August 26th and September 2, 2016. The Notice was sent to other local government units as required by Wisconsin Statute 66.1105.

LOCATION AND ANALYSIS:

Site: Generally bounded by 52nd Street on the north, 23rd Avenue on the east, 60th Street on the south and 30th Avenue on the west.

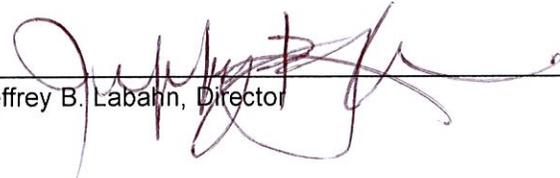
1. The adoption of the preliminary Tax Incremental District (TID) #19 Project Plan was approved at the City Plan Commission meeting held Thursday, August 18, 2016.
2. The adoption of the final TID #19 Project Plan is contained in the attached Resolution.
3. The TID #19 Project Plan has not changed since the previous meeting.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution for the Adoption of the TID #19 Project Plan.



Zohrab Khaligian, Community Dev Specialist
/u2/acct/cp/ckays/10PC/2016/SEP22/7Staff-TID19-ResAdopt.doc



Jeffrey B. Labahn, Director

RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN FOR
TAX INCREMENTAL DISTRICT #19, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(g), WISCONSIN STATUTES**

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

WHEREAS, the Project Plan for TID #19, City of Kenosha, Wisconsin, has been developed in accordance with Section 66.1105(4)(f), Wisconsin Statutes; and

WHEREAS, a public hearing was properly noticed and held by the City Plan Commission on September 22, 2016, under Section 66.1105(4)(e), Wisconsin Statutes, wherein interested parties were afforded a reasonable opportunity to express their views on the proposed Project Plan for TID #19, City of Kenosha, Wisconsin; and

WHEREAS, the City Plan Commission, on September 22, 2016, at a duly authorized, noticed and convened meeting, adopted the Project Plan for TID #19, City of Kenosha, Wisconsin, under 66.1105(4)(f), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that the Project Plan for TID #19, City of Kenosha, Wisconsin, is found to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended; and

BE IT FURTHER RESOLVED, that the Project Plan for TID #19, City of Kenosha, Wisconsin, which is incorporated herein by reference and on file in the Office of the City Clerk/Treasurer, is adopted under Section 66.1105(4)(g), Wisconsin Statutes.

Adopted this _____ day of _____, 2016

ATTEST:

Debra Salas, City Clerk

APPROVED:

John M. Antaramian, Mayor

Drafted by: Department of Community Development & Inspections



Proposed Project Plan for Tax Incremental District #19

For Consideration by the Common Council on October 17, 2016

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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

RESOLUTION NO. _____

BY: THE MAYOR

**TO CREATE TAX INCREMENTAL DISTRICT #19,
CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(gm), WISCONSIN STATUTES**

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

WHEREAS, a public hearing was properly noticed and held by the City Plan Commission on September 22, 2016, wherein interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a TID and the proposed boundaries thereof; and

WHEREAS, pursuant to such procedure and after due reflection and consideration, the City Plan Commission has favorably recommended to the Common Council of the City of Kenosha the creation of TID #19, City of Kenosha, Wisconsin (the "District"), the boundaries of which shown on Exhibit "A" and "B".

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

1. Deems the creation of the recommended TID to eliminate blight in the City of Kenosha to be in the public interest and for a proper public purpose.
2. Accepts and adopts as the district boundaries those recommended by the City Plan Commission, which boundaries generally lie within the City of Kenosha between 52nd Street and 60th Street and between 30th Avenue and 23rd Avenue, and are more specifically defined in Exhibit "A" and "B", which are attached hereto and incorporated herein by reference. The district boundaries include only those whole units of property as are assessed for general property tax purposes. Since the District property was occupied through 2010, property standing vacant for an entire seven (7) year period immediately preceding adoption of this Resolution, as "vacant property" is defined in Section 66.1105(4)(gm) 1., Wisconsin Statutes, does not comprise more than twenty-five (25%) percent of the area in the TID.
3. Assigns to the District the name "Tax Incremental District #19", City of Kenosha, Wisconsin".
4. Finds that not less than fifty (50%) percent by area of the real property within the District is a "blighted area" within the meaning of Section 66.1105(2)(ae), Wisconsin Statutes.
5. 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,
6. Finds that the project costs relate directly to eliminating "blight" within the District consistent with the purpose for which the TID was created.

7. Finds that the equalized value of taxable property of the District plus the value increment of all existing tax incremental districts does not exceed twelve (12%) percent of the total equalized value of taxable property within the City of Kenosha, Wisconsin.
8. Finds that the percentage of territory in the TID that will be devoted to retail business will not exceed thirty-five (35%) percent.
9. Finds that the Project Plan for TID #19, City of Kenosha, Wisconsin, is feasible and in conformity with the Master Plan of the City of Kenosha, as amended.
10. Declares that the District is a blighted area district;.

BE IT FURTHER RESOLVED that TID #19 is created effective January 1, 2017, upon passage and publication of this Resolution and review and approval of this Resolution by the City of Kenosha Standing Joint Review Board under Section 66.1105(4m), Wisconsin Statutes.

Adopted this _____ day of _____, 2016

ATTEST: _____
Debra Salas, City Clerk

APPROVED: _____
John M. Antaramian, Mayor

City of Kenosha

Proposed Tax Incremental District #19 for the City of Kenosha

EXHIBIT A



Boundary and Parcel Map:

- Proposed TID #19
- Block Number
- Parcel Number



Exhibit "B"

Proposed Tax Incremental District #19

Boundary Description

A part of the Northeast, Northwest, Southwest, and Southeast Quarters of Section 36, Town Two North, Range 22 East, and the Northeast and Northwest Quarters of Section One, Town One North, Range 22 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, State of Wisconsin and more particularly described as:

Commencing at a point which is thirty-three feet (33') north of and sixteen feet (16') west of the center of said Section 36, which point is also the intersection of the northerly extension of the west line of 30th Avenue and the westerly extension of the north line of 52nd Street; thence southerly along the west line of 30th Avenue and its northerly extension 377 feet, more or less, to the northeast corner of Lot 164 in *Hollywood Subdivision*, a subdivision of record and on file in the Kenosha County Register of Deeds Office, thence easterly along the easterly extension of the north line of said Lot 164, which is also the west line of 30th Avenue, 7 feet, more or less; thence southerly along the west line of 30th Avenue 136.3 feet, more or less, to the easterly extension of the north line of Lot 166 in said *Hollywood Subdivision*, thence easterly along the easterly extension of the north line of said Lot 166, which is also the west line of 30th Avenue, 9 feet, more or less; thence southerly along the west line of 30th Avenue 184.7 feet, more or less, to the northeast corner of Lot 4 in Block 1 of *Flynn Subdivision*, a subdivision of record and on file in the Kenosha County Register of Deeds Office; thence westerly along the north line of said Lot 4 and its westerly extension 143 feet, more or less, to the centerline of a 14-foot alley, which was vacated by City of Kenosha Resolution 80-92 on April 20, 1992; thence southerly along the centerline of said vacated alley 315 feet, more or less, to the north line of 55th Street; thence southwesterly 51 feet, more or less, to the northeast corner of Lot 8 in Block 2 of said *Flynn Subdivision*; thence southerly along the east line of Lots 8 through 14, inclusive, in Block 2 of said *Flynn Subdivision* and the east line of Lots 51 through 57, inclusive, in *H. L. Bullamore's Subdivision*, a subdivision of record and on file in the Kenosha County Register of Deeds Office, 549.05 feet, more or less, to the southeast corner of Lot 51 in said *H.L. Bullamore's Subdivision*; thence southeasterly 51 feet, more or less, to the south line of 56th Street and a point which is the center of a 14-foot alley, which was vacated by City of Kenosha Resolution 165-97 on October 20, 1997; thence southerly along the centerline of said vacated alley 424 feet, more or less, to the north line of 58th Street; thence southerly 50 feet, more or less, to the south line of 58th Street and a point which is the center of a 14-foot alley which was vacated by City of Kenosha Resolution 92-93 on June 7, 1993; thence southerly along the centerline of said vacated alley 254 feet, more or less, to the westerly extension of the north line of Lot 24 in said *H.L. Bullamore's Subdivision*; thence easterly along said northerly extension 7 feet, more or less, to the west line of said Lot 24; thence southerly along the west line of Lots 24 and 25 in said *H.L. Bullamore's Subdivision* 85 feet, more or less, to the south line of said Lot 25; thence easterly along said south line 96 feet, more or less, to the northerly extension of the west line of Lot 26 in said *H.L. Bullamore's Subdivision*; thence southerly along the west line of said Lot 26 and its northerly and southerly extensions 200 feet, more or less, to the north line of 60th Street; thence easterly along the north line of 60th Street 776 feet, more or less, to the northeast corner of Lot 11 in Block 1 in *Pennefeather's Western Addition to the City of Kenosha*, a subdivision of record and on file in the Kenosha County Register of Deeds Office; thence southerly along the east line of said Lot 11 and its southerly extension 134.3 feet, more or less, to the centerline of a vacated right-of-way laid out and platted as Amy Street in said *Pennefeather's Western Addition to the City of Kenosha*, which was vacated by City of Kenosha Resolution 177-66 on October 3, 1966; thence westerly along the centerline of said vacated right-of-way and its westerly extension 99 feet, more or less, to the west line of 28th Avenue; thence southerly along the west line of 28th Avenue 308 feet, more or less, to the north line of the Union-Pacific Railroad right-of-way, which is also the south line of said *Pennefeather's Western Addition to the City of Kenosha*; thence northeasterly along said right-of way 561 feet, more or less, to a point which is the intersection of the north line of said right-of-way and the southerly extension of a line which is parallel to, and 19 feet east of, the west line of Lot 3 in Block 1 of said *Pennefeather's Western Addition to the City of Kenosha*; thence northerly 77.3 feet, more or less, to a point of the south line of 60th Street which is 19 feet east of the northwest corner of said Lot 3; thence easterly along the south line of 60th Street 157 feet, more or less, to the northeast corner of said *Pennefeather's*

Western Addition to the City of Kenosha, which is also the north line of said Union-Pacific Railroad right-of-way; thence northeasterly along said right-of-way 1,183 feet, more or less, to the centerline of 58th Street, which was vacated by City of Kenosha Resolution 65-01 on August 6, 2001; thence easterly along the centerline of said vacated 58th Street 123 feet, more or less, to the west line of 23rd Avenue, which is also the north line of *Vetters Subdivision*; thence northeasterly along said north line 53 feet, more or less, to the east line of 23rd Avenue; thence northerly along said east line 352 feet, more or less, to the southwest corner of Lot 8 in Block 16 of *Bain's Subdivision of Part of the Southeast Quarter of Section 36*, a plat of record and on file in the Kenosha County Register of Deeds Office, which point is also the intersection of the east line of 23rd Avenue and the south line of 56th Street; thence westerly along the north line of 56th Street 324 feet, more or less, to the southwest corner of Lot 8 in Block 15 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*, which point is also the intersection of the north line of 56th Street and the east line of 24th Avenue; thence northerly along the east line of 24th Avenue 226 feet, more or less, to the northwest corner of Lot 5 in said Block 15; thence westerly to the southeast corner of Lot 13 in Block 14 in said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence westerly along the south line of said Lot 13; thence northerly along the west line of Lots 13 through 16, inclusive, in said Block 14 and the northerly extension of the west line of Lot 16, 292 feet, more or less, to the southwest corner of Lot 7 in Block 11 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*, which point is on the north line of 55th Street; thence westerly along the north line of 55th Street 324 feet, more or less, to the southwest corner of Lot 7 in Block 12 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence northerly along the west line of Lots 7 through 12, inclusive, in said Block 12 and the northerly extension of said Lot 12 421 feet, more or less, to a point on the north line of 54th Street, said point being 8 feet, more or less, east of the southeast corner of Lot 6 in Block 5 of said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence westerly along the north line of 54th Street 24 feet, more or less, to a point which is 16 feet west of the southeast corner of said Lot 6; thence northerly upon a line which is parallel to and 16 feet west of, the east line of said Lot 6 124 feet, more or less, to the north line of said Lot 6; thence easterly along the north line of Lots 6 and 7 in said Block 5 48 feet, more or less, to a point which is 32 feet east of the west line of said Lot 7; thence northerly 140 feet, more or less, to the south line of 53rd Street at a point which is 32 feet west of the northeast corner of Lot 2 in said Block 5; thence northerly 66 feet, more or less, to the north line of 53rd Street at a point which is 34 feet west of the southeast corner of Lot 7 in Block 4 in said *Bain's Subdivision of Part of the Southeast Quarter of Section 36*; thence westerly along the south line of 53rd Street 164 feet, more or less, to the southwest corner of Lot 5 in said Block 4, which point is also the intersection of the north line of 53rd Street and the west line of 26th Avenue; thence northerly along the west line of 26th Avenue and its northerly extension 383 feet, more or less, to the north line of 52nd Street; thence westerly along the north line of 52nd Street and its westerly extension 1,446 feet, more or less, to the point of beginning of this description; containing 120.264 Acres, more or less.

RESOLUTION NO. _____

BY: THE MAYOR

**TO ADOPT A PROJECT PLAN FOR
TAX INCREMENTAL DISTRICT #19, CITY OF KENOSHA, WISCONSIN,
UNDER SECTION 66.1105(4)(g), WISCONSIN STATUTES**

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

WHEREAS, the Project Plan for TID #19, City of Kenosha, Wisconsin, has been developed in accordance with Section 66.1105(4)(f), Wisconsin Statutes; and

WHEREAS, a public hearing was properly noticed and held by the City Plan Commission on September 22, 2016, under Section 66.1105(4)(e), Wisconsin Statutes, wherein interested parties were afforded a reasonable opportunity to express their views on the proposed Project Plan for TID #19, City of Kenosha, Wisconsin; and

WHEREAS, the City Plan Commission, on September 22, 2016, at a duly authorized, noticed and convened meeting, adopted the Project Plan for TID #19, City of Kenosha, Wisconsin, under 66.1105(4)(f), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that the Project Plan for TID #19, City of Kenosha, Wisconsin, is found to be feasible and in conformity with the Master Plan of the City of Kenosha, Wisconsin, as amended; and

BE IT FURTHER RESOLVED, that the Project Plan for TID #19, City of Kenosha, Wisconsin, which is incorporated herein by reference and on file in the Office of the City Clerk/Treasurer, is adopted under Section 66.1105(4)(g), Wisconsin Statutes.

Adopted this _____ day of _____, 2016

ATTEST:

Debra Salas, City Clerk

APPROVED:

John M. Antaramian, Mayor

Drafted by: Department of Community Development & Inspections

RESOLUTION NO. 16-5

BY: THE CITY OF KENOSHA STANDING JOINT REVIEW BOARD

**TO APPROVE THE CREATION OF TAX INCREMENTAL DISTRICT #19,
CITY OF KENOSHA, WISCONSIN**

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

WHEREAS, the Standing Joint Review Board was convened under the authority of Section 66.1105(3)(g), 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 Section 66.1105(4)(gm), Wisconsin Statutes; and

WHEREAS, the Standing Joint Review Board has completed its review.

NOW, THEREFORE, BE IT RESOLVED by the City of Kenosha, Wisconsin Standing Joint Review Board, that it approves Resolution Number _____ adopted on October 17, 2016, by the Common Council of the City of Kenosha, Wisconsin, under Section 66.1105(4)(gm), Wisconsin Statutes, based on the following criteria:

1. That the development expected in the TID District would not occur without the creation of the Tax Incremental District and the use of tax incremental financing.
2. That the economic benefits of the Tax Incremental 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 Tax Incremental 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 would not occur without the Project Plan.

Adopted this _____ day of _____, 2016

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**

Environmental Remediation and Public Infrastructure Improvements, Public Infrastructure and Storm Water Management Improvements, Development Grant/Incentives and Professional Services for new Development and City Administrative, Legal and Related Costs. See attached map for location of all improvements. The Development Grant cannot be provided to a Developer until a Development Grant Agreement per Wisconsin Statute 66.1105 (2)(f)2. is executed.

City administrative, legal and related costs include the creation of the District, preparation of the Development Grant Agreement, issuing the G.O. Promissory Notes, and any other activities associated with the creation of the District.

Description of Project Costs	2017	2018	2019	Total
Environmental Remediation and Public Infrastructure Improvements	\$5,000,000	\$500,000	\$0	\$5,500,000
Public Infrastructure and Storm Water Management Improvements	\$0	\$5,000,000	\$5,000,000	\$10,000,000
Development Grant/Incentives and Professional Services for New Development	\$500,000	\$4,500,000	\$5,000,000	\$10,000,000
City Administrative/Legal/ Related Costs	\$115,000	\$205,000	\$205,000	\$525,000
Total	\$5,615,000	\$10,205,000	\$10,205,000	\$26,025,000

Costs to be Recovered by TID	2017	2018	2019	Total
Project Costs	--	--	--	\$26,025,000
Financing Costs	--	--	--	\$6,330,200
Total	--	--	--	\$32,355,200

City of Kenosha

\$5,615,000.00 G.O. Promissory Notes, Series 2017 - Dated 09/01/17

Proposed Chrysler Site TID

Preliminary Estimated @ 4.0%

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
###	-	-	-	-	-
###	1,170,000.00	4.000%	224,600.00	1,394,600.00	###
###	-	-	88,900.00	88,900.00	-
###	-	-	88,900.00	88,900.00	177,800.00
###	-	-	88,900.00	88,900.00	-
###	-	-	88,900.00	88,900.00	177,800.00
###	-	-	88,900.00	88,900.00	-
###	1,960,000.00	4.000%	88,900.00	2,048,900.00	###
###	-	-	49,700.00	49,700.00	-
###	2,485,000.00	4.000%	49,700.00	2,534,700.00	###
Total	\$5,615,000.00	-	\$857,400.00	\$6,472,400.00	-

Yield Statistics

Bond Year Dollars.....	\$21,435.00
Average Life.....	3.817 Years
Average Coupon.....	4.0000000%
Net Interest Cost (NIC).....	4.0000000%
True Interest Cost (TIC).....	3.9889477%
Bond Yield for Arbitrage Purposes.....	3.9889477%
All Inclusive Cost (AIC).....	4.5715744%

IRS Form 8038

Net Interest Cost.....	4.0000000%
Weighted Average Maturity.....	3.817 Years

City of Kenosha

\$10,205,000.00 G.O. Promissory Notes, Series 2018 - Dated 09/01/18

Proposed Chrysler Site TID

Preliminary Estimated @ 4.0%

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
###	-	-	-	-	-
###	-	-	408,200.00	408,200.00	408,200.00
###	-	-	204,100.00	204,100.00	-
###	-	-	204,100.00	204,100.00	408,200.00
###	-	-	204,100.00	204,100.00	-
###	-	-	204,100.00	204,100.00	408,200.00
###	-	-	204,100.00	204,100.00	-
###	925,000.00	4.000%	204,100.00	1,129,100.00	###
###	-	-	185,600.00	185,600.00	-
###	3,290,000.00	4.000%	185,600.00	3,475,600.00	###
###	-	-	119,800.00	119,800.00	-
###	3,185,000.00	4.000%	119,800.00	3,304,800.00	###
###	-	-	56,100.00	56,100.00	-
###	2,805,000.00	4.000%	56,100.00	2,861,100.00	###
Total	\$10,205,000.00	-	\$2,355,800.00	\$12,560,800.00	-

Yield Statistics

Bond Year Dollars.....	\$58,895.00
Average Life.....	5.771 Years
Average Coupon.....	4.0000000%
Net Interest Cost (NIC).....	4.0000000%
True Interest Cost (TIC).....	3.9924680%
Bond Yield for Arbitrage Purposes.....	3.9924680%
All Inclusive Cost (AIC).....	4.3889065%

IRS Form 8038

Net Interest Cost.....	4.0000000%
Weighted Average Maturity.....	5.771 Years

City of Kenosha

\$10,205,000.00 G.O. Promissory Notes, Series 2019 - Dated 09/01/19

Proposed Chrysler Site TID

Preliminary Estimated @ 4.0% - As Revised 08/09/16

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
###	-	-	-	-	-
###	-	-	408,200.00	408,200.00	408,200.00
###	-	-	204,100.00	204,100.00	-
###	-	-	204,100.00	204,100.00	408,200.00
###	-	-	204,100.00	204,100.00	-
###	-	-	204,100.00	204,100.00	408,200.00
###	-	-	204,100.00	204,100.00	-
###	70,000.00	4.000%	204,100.00	274,100.00	478,200.00
###	-	-	202,700.00	202,700.00	-
###	215,000.00	4.000%	202,700.00	417,700.00	620,400.00
###	-	-	198,400.00	198,400.00	-
###	580,000.00	4.000%	198,400.00	778,400.00	976,800.00
###	-	-	186,800.00	186,800.00	-
###	3,575,000.00	4.000%	186,800.00	3,761,800.00	###
###	-	-	115,300.00	115,300.00	-
###	3,820,000.00	4.000%	115,300.00	3,935,300.00	###
###	-	-	38,900.00	38,900.00	-
###	1,945,000.00	4.000%	38,900.00	1,983,900.00	###
Total	\$10,205,000.00	-	\$3,117,000.00	\$13,322,000.00	-

City of Kenosha
Cash Flow Projections - TID No. 19 - Chrysler Site
Creation Date 01/01/17 - Expenditure Period 01/01/39
Dissolution Date 01/01/44
Dissolution Date With Extension 01/01/47

Includes Transfers from TID No. 16 - For 08/04/16 Board of Review Meeting - As Updated 08/09/16

Date Prepared: 08/09/16

Taxable Incremental Value													
Change Takes Place During Year	Amount	Value as of 01/01	Taxable Incremental Value	For Collection Year	(E) Tax Rate	Tax Increment Collections	(E) Transfer From TID 16	Total All Revenues	Less: \$5.615M G.O. Notes 09/01/17	Less: \$10.205M G.O. Notes 09/01/18	Less: \$10.205M G.O. Notes 09/01/19	(E) Fund Balance 12/31	For Collection Year
2014	0	2015	0	2016		0	0	0				0	2016
2015	0	2016	0	2017		0	0	0				0	2017
2016	0	2017	0	2018	27.759	0	1,734,589	1,734,589				339,989	2018
2017	0	2018	0	2019	27,144	0	676,779	676,779				430,768	2019
2018	0	2019	0	2020	26,987	0	564,916	564,916		(408,200)		1,484	2020
2019	0	2020	0	2021	26,531	0	2,957,431	2,957,431	(1,394,600)	(408,200)		4,715	2021
2020	0	2021	0	2022	25,014	0	4,327,422	4,327,422	(1,177,800)	(408,200)		6,337	2022
2021	2,750,000	2022	2,750,000	2023	24,814	68,239	4,069,496	4,137,735	(2,137,800)	(1,333,200)		4,672	2023
2022	6,000,000	2023	8,750,000	2024	24,707	216,186	3,829,585	4,045,771	(408,200)	(3,661,200)		5,443	2024
2023	6,000,000	2024	14,750,000	2025	24,234	357,452	3,538,164	3,895,616	(408,200)	(3,424,600)		7,059	2025
2024	5,000,000	2025	19,750,000	2026	23,791	469,872	3,473,486	3,943,358	(976,800)	(2,917,200)		1,817	2026
2025	4,500,000	2026	24,250,000	2027	23,791	576,932	3,473,486	4,050,418	(478,200)	(3,948,600)		1,635	2027
2026	12,000,000	2027	36,250,000	2028	23,791	862,424	1,158,742	2,021,166	(4,050,600)	(2,022,800)		0	2028
2027	0	2028	0	2029	23,791	0	0	0				0	2029
						2,551,104	29,804,096	32,355,200	(6,472,400)	(12,560,800)	(13,322,000)		

(E) Estimated

2021 - Site 1 and Site 6
 2022 - Site 2
 2023 - Site 3
 2024 - Site 7
 2025 - Site 4
 2026 - Site 5

PLEASE NOTE:
 Debt Issue dated 09/01/17 provides Project Funds of \$5,500,000
 Debt Issue dated 09/01/18 provides Project Funds of 10,000,000
 Debt Issue dated 09/01/19 provides Project Funds of 10,000,000
 Total New Project Funds = \$25,500,000

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

The land area currently zoned M-1 Light Manufacturing and M-2 Heavy Manufacturing District will be predominantly rezoned to IP Industrial Park District, while a small portion, far less than 35% of the total area, will be rezoned to B-2 Community Business District. In addition, the City of Kenosha's Official Map will be amended to shift the proposed 28th Avenue to the proposed 27th Court. No changes to the City of Kenosha Zoning Ordinance, Master Plan, Map, Building Code or other ordinances are presently anticipated. 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 tax incremental district conforms to *A Comprehensive Plan for the City of Kenosha: 2035*, as amended January 20, 2016. The *Comprehensive Plan* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the proposed project and the goals established for the City as a part of the *Comprehensive Plan*, as amended January 20, 2016, the creation of this Tax Incremental District promotes the orderly development of the City by eliminating blight and encouraging development that will increase the number and variety of employment opportunities and diversity the economic mix of businesses.



Edward R. Antaramian
City Attorney

August 16, 2016

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

Re: Project Plan for Tax Incremental
District Number 19 [TIF District No. 19]

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. This compliance opinion is conditioned upon the actions of the Common Council to approve the relevant amendments to the official map. This opinion also recognizes the need to amend the *Comprehensive Plan for the City of Kenosha; 2035* and to approve the relevant rezoning ordinances.

Respectfully submitted,

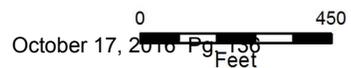
Edward R. Antaramian
City Attorney

Proposed Tax Incremental District #19 for the City of Kenosha

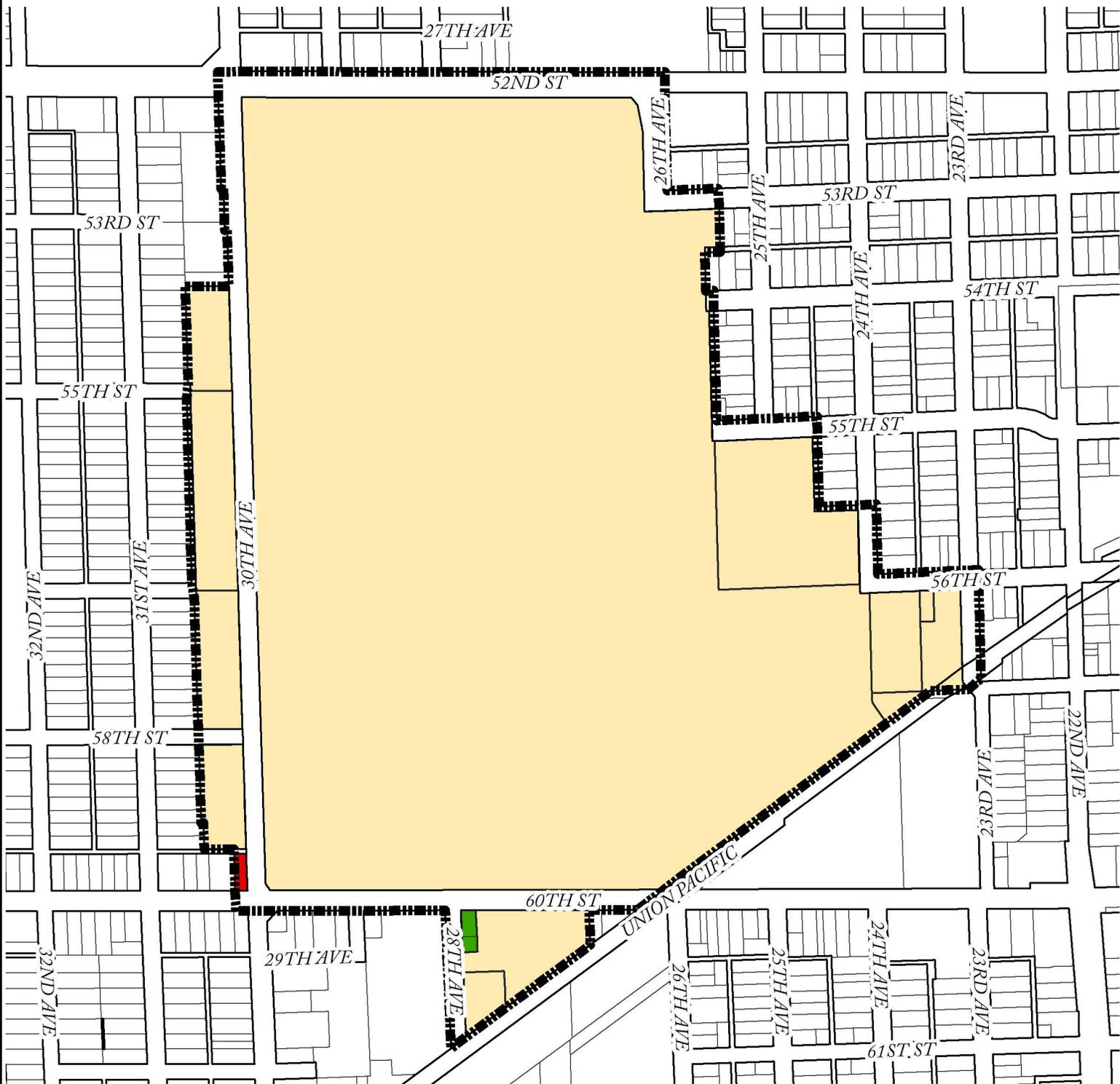


Boundary and Parcel Map:

- Proposed TID #19
- Block Number
- Parcel Number



Proposed Tax Incremental District #19 for the City of Kenosha



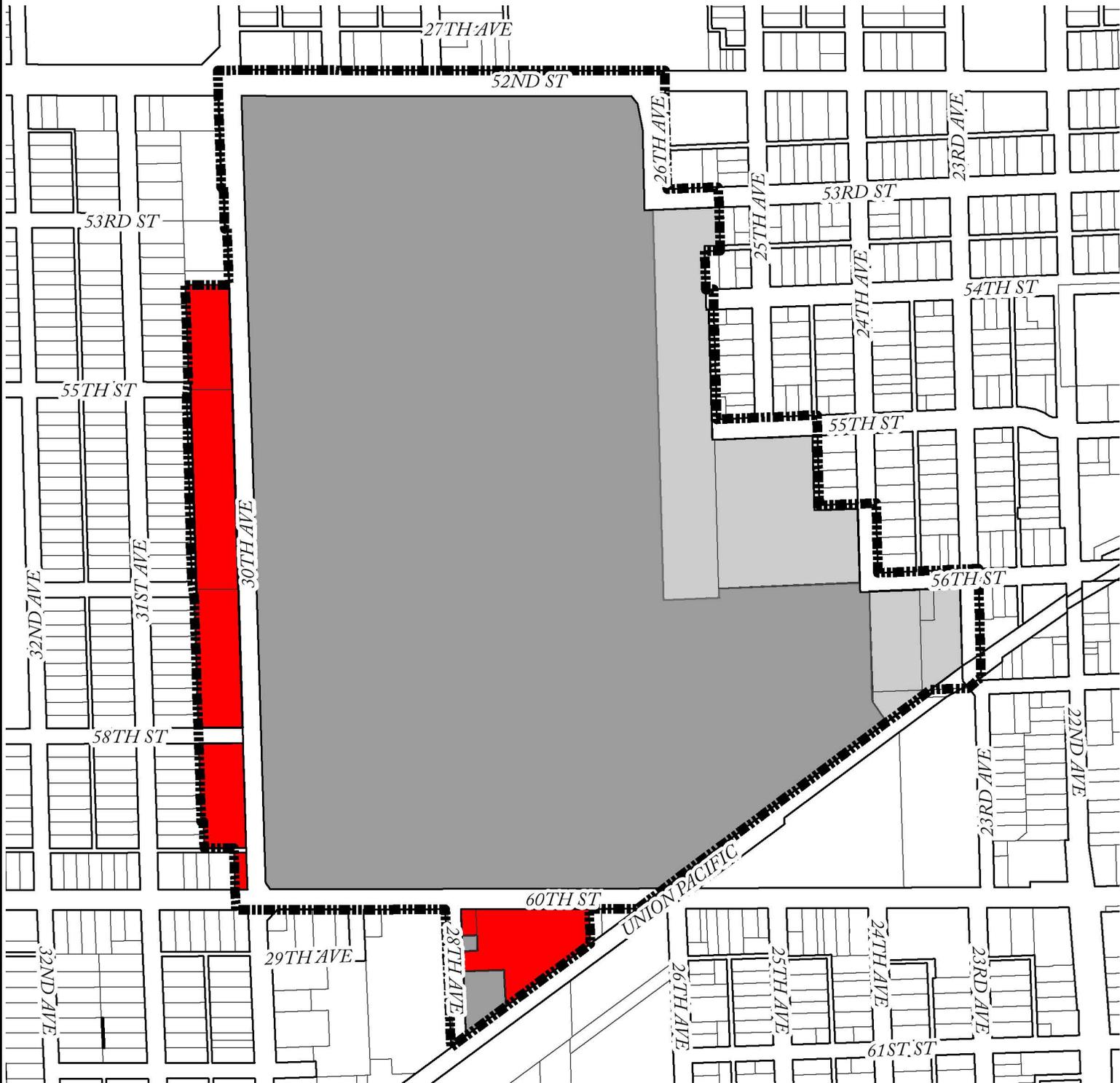
Existing Land Use Map:

- Proposed TID #19
- Vacant Building
- Vacant Land
- Existing Business



0 450
October 17, 2016 Pg. 137
Feet

Proposed Tax Incremental District #19 for the City of Kenosha



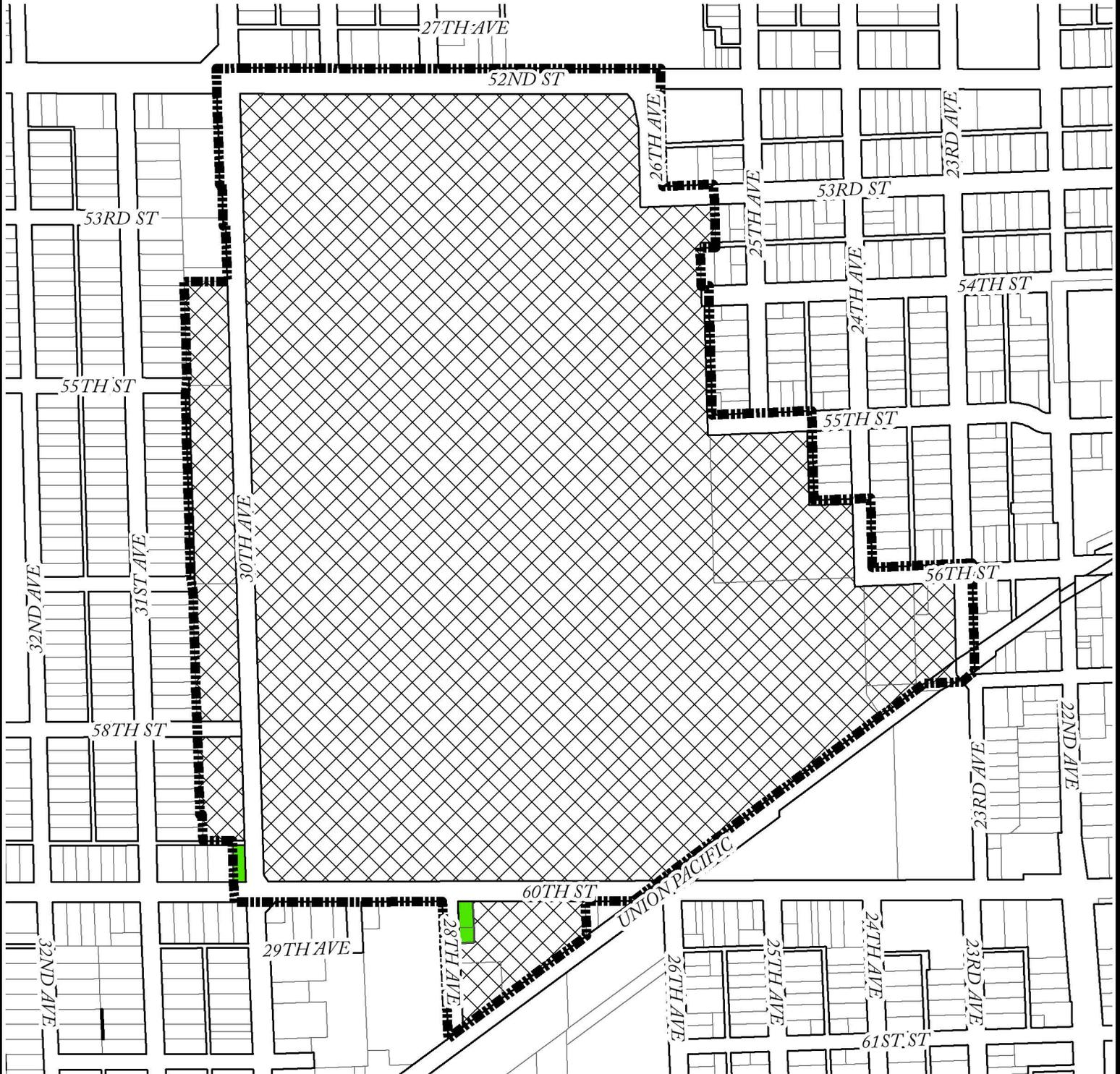
Existing Zoning Map:

- Proposed TID #19
- B-2 Community Business District
- M-1 Light Manufacturing
- M-2 Heavy Manufacturing



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October 17, 2016 Pg. 138
Feet

Proposed Tax Incremental District #19 for the City of Kenosha



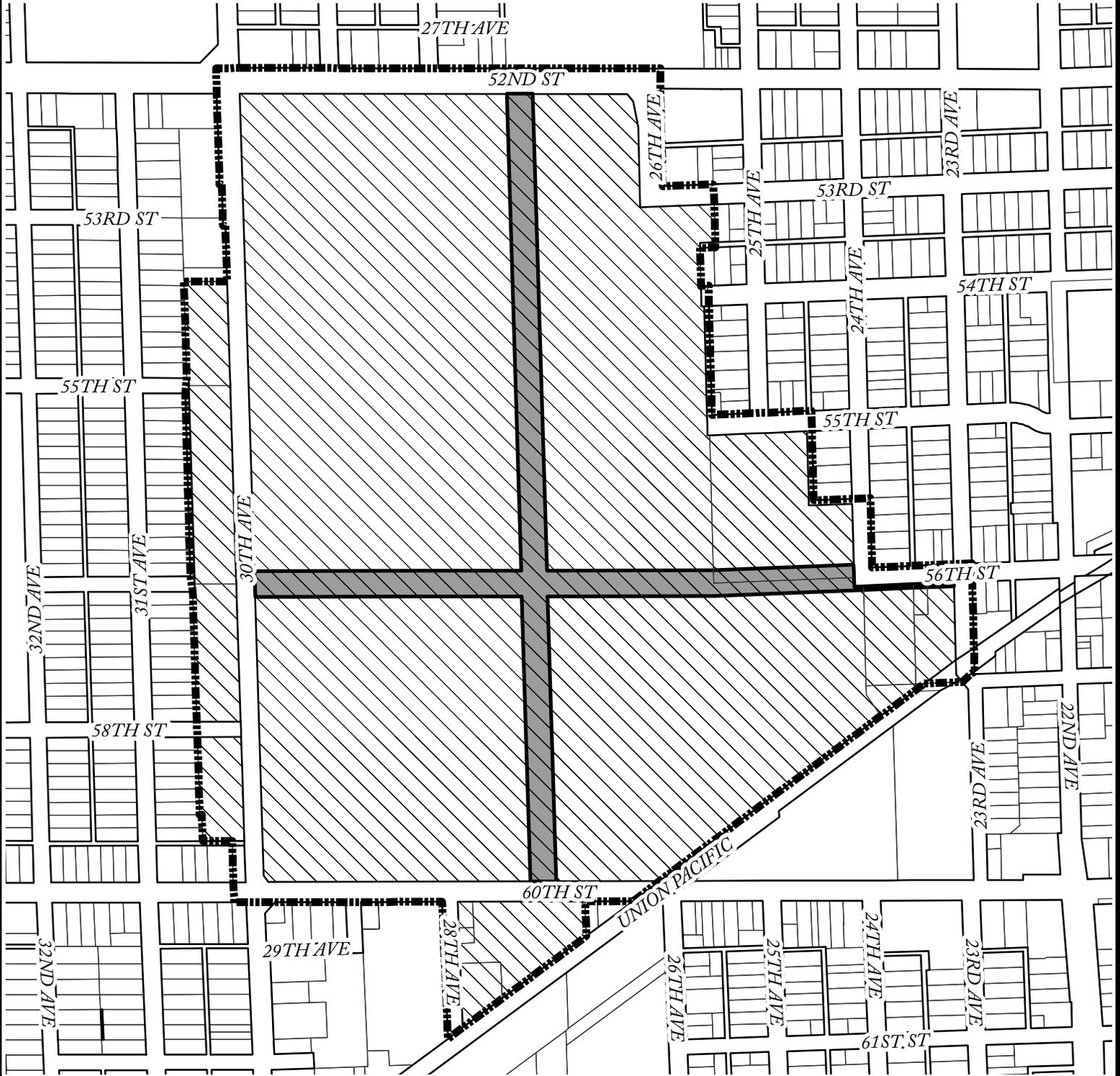
Property Condition Map:

- Proposed TID #19
- ▣ Blighted
- ▣ Not Blighted



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October 17, 2016 Pg. 139
Feet

Proposed Tax Incremental District #19 for the City of Kenosha



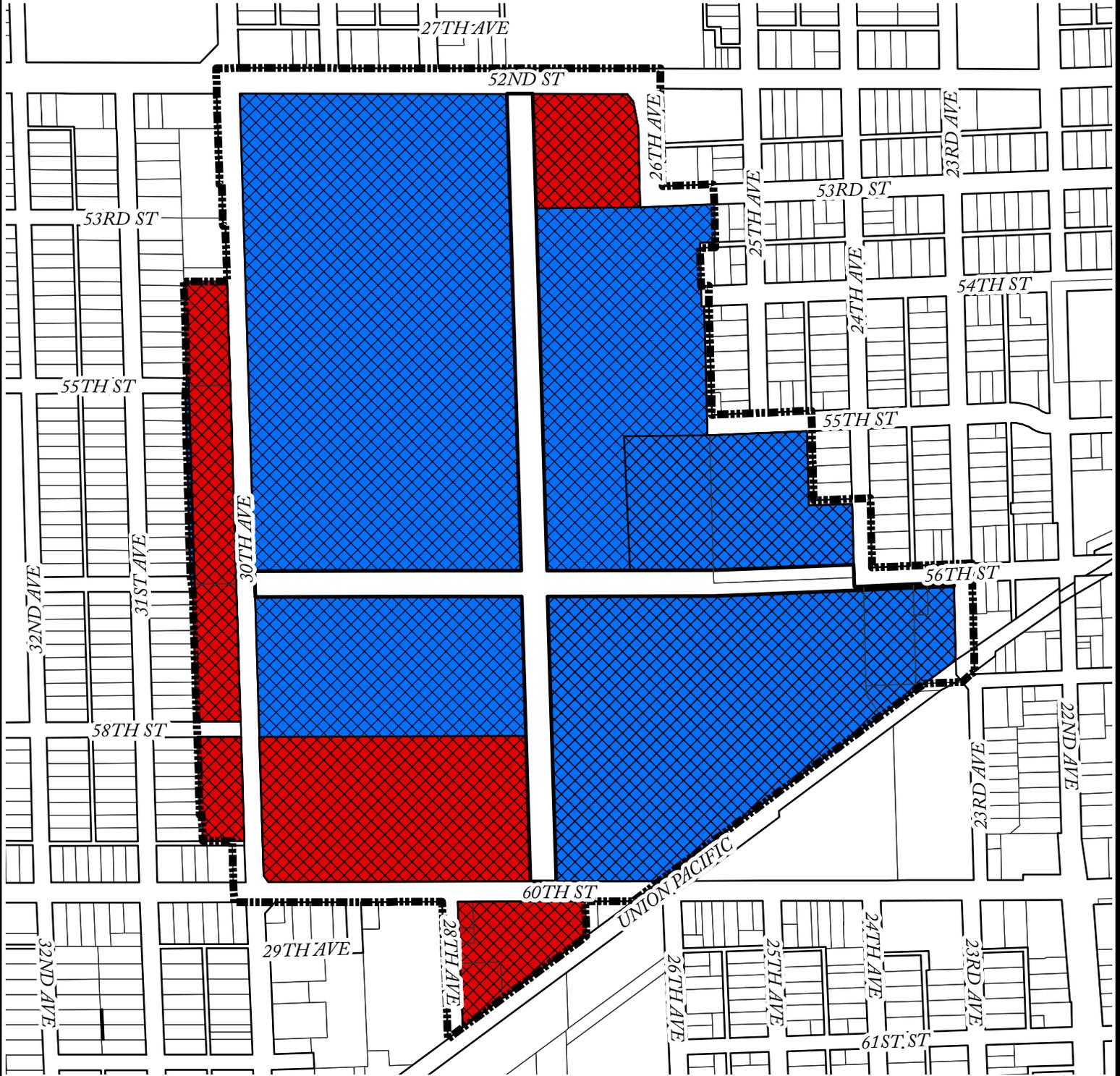
Proposed Improvements:

-  Proposed TID #19
-  Environmental Remediation and Public Infrastructure Improvements*
-  Public Infrastructure and Stormwater Management Improvements



* As the TID is developed, additional public infrastructure improvements may be constructed.

Proposed Tax Incremental District #19 for the City of Kenosha



Proposed Uses:

- Proposed TID #19
- Development Grants/Incentives and Professional Services for new Development
- Retail/Commercial Uses
- Institutional Park Uses



0 450
October 17, 2016 Pg. 14
Feet

Resolution No. _____

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED
\$660,000 TO FINANCE PROJECTS
IN TAX INCREMENTAL DISTRICTS NO. 4 AND NO. 8;
PROVIDING FOR THE ISSUANCE OF 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, general obligation promissory notes (the "Notes") in an amount not to exceed \$660,000 for the public purpose of financing project costs of the City's Tax Incremental Districts No. 4 and No. 8; 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 17th day of October, 2016.

Attest: _____, City Clerk
Debra Salas

Approved: _____, Mayor
John M. Antaramian

Dated: October 17, 2016

Resolution No. _____

By: the Mayor

INITIAL RESOLUTION AUTHORIZING THE BORROWING OF NOT TO EXCEED \$7,880,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICT NO. 4; 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 \$7,880,000 for the public purpose of financing project costs of the City's Tax Incremental District No. 4; 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 17th day of October, 2016.

Attest: _____, City Clerk
Debra Salas

Approved: _____, Mayor
John M. Antaramian

Dated: October 17, 2016

RESOLUTION _____

SPONSOR: THE MAYOR

**TO MODIFY EMPLOYEE BENEFITS FOR
NON-REPRESENTED EMPLOYEES FOR 2016**

WHEREAS, the Common Council of the City of Kenosha has approved the 2016 operating budget; and

WHEREAS, the Common Council of the City of Kenosha modified non-represented employee benefits for 2016 pursuant to Resolution No. 139-15, in November, 2015; and

WHEREAS, pursuant to Resolution No. 139-15, a hiring bonus for any new employee hired as a Senior Civil Engineer (requiring a PE License) for an amount not to exceed \$10,000, was authorized and included within the 2016 operating budget; and

WHEREAS, funds allocated in the 2016 operating budget for the aforementioned hiring bonus remain available; and

WHEREAS, the recruitment for any engineering classification requiring a PE License would be enhanced by the inclusion of a hiring bonus for any new employee subject to the terms and conditions of the bonus authorized in Resolution No. 139-15.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha that an engineering classification requiring a PE License be eligible, subject to the terms and conditions identified in Resolution No. 139-15, for the established hiring bonus benefit during the 2016 fiscal year.

Adopted this _____ day of October, 2016.

ATTEST:

Debra Salas, City Clerk/Treasurer

APPROVED:

John M. Antaramian, Mayor

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

October 10, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Gentlemen:

I hereby appoint Marjorie M. Meyer, 5742 Cambridge Circle #2, Mount Pleasant, to the City of Kenosha Commission on the Arts, for a term which will expire November 1, 2018. Ms. Meyer filed her Statement of Economic Interest on September 16, 2016.

Ms. Meyer is interested in serving our community in this capacity. She is owner and operator of Re:Vision Art Gallery and Artist Studios which is a juried gallery with solo shows specifically created so Ms. Meyer could give back to the community. The gallery opened at 4625 Sheridan Road on June 13, 2015. She used to live in the same neighborhood as the gallery and would like to see this area along with other areas of the city remain a vibrant and sustainable environment. Prior to becoming a gallery owner, Ms. Meyer was a school teacher for more than 30 years in Kenosha.

I am confident she will be a conscientious member of the Commission on the Arts, as well as being a part of furthering the growth and support of art and artists in our city.

Sincerely,
CITY OF KENOSHA



John M. Antaramian
Mayor

JMA:fac



JOHN M. ANTARAMIAN
Mayor

October 10, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Gentlemen:

I hereby appoint Kenneth R. Murray, 5029 - 7th Avenue, Apt. #4, Kenosha, to the City of Kenosha Commission on the Arts, for a term which will expire November 1, 2018. Mr. Murray filed his Statement of Economic Interest on September 6, 2016.

Mr. Murray is interested in serving our community. He was appointed Executive Director of the Kenosha Symphony Orchestra in February 2016. The Kenosha Symphony Orchestra has been engaging, educating, inspiring, and enhancing the cultural environment of Southeastern Wisconsin and Northern Illinois for more than 75 years. As Executive Director, Mr. Murray serves the organization as a leader in both daily administration and long term development. He has a liberal arts degree from the Rocky Mountain College in Billings, Montana and is committed to cultivating the non-profit arts and cultural arena of our city.

I am confident he will be a conscientious member of the Commission on the Arts, as well as being a part of furthering the growth and support of art and artists in our city.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:fac



JOHN M. ANTARAMIAN
Mayor

October 10, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Gentlemen:

I hereby reappoint the following persons to the Commission on the Arts, for a term to expire November 1, 2018:

Temple Burling, 7014-5th Avenue, Kenosha (current SOEI on file)
Alyssa Nepper, 1442 Main Street, Racine (current SOEI on file)
K. Scott Plank, 655 Briarwood Court, Antioch, IL (current SOEI on file)

I am confident these members will continue to be conscientious and hardworking members of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

JMA:pml



JOHN M. ANTARAMIAN
Mayor

October 10, 2016

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Gentlemen:

I hereby reappoint the following persons to the Mayor's Youth Commission, for a term to expire November 1, 2018:

Alderman Scott Gordon, 5204-46th Avenue, Kenosha (current SOEI on file)
Tammy J. Conforti, 7906-25th Court, Kenosha (SOEI filed 08/29/2016)
Sydney M. Strelow, 2410-55th Avenue, Kenosha (current SOEI on file)
Ashley N. Collins, 7823-49th Avenue, Kenosha (SOEI filed 10/12/2016)

I am confident these members will continue to be conscientious and hardworking members of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA

John M. Antaramian
Mayor

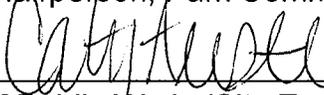
JMA:pml



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

October 5, 2016

To: David F. Bogdala, Chairperson, Public Works Committee
Eric Haugaard, Chairperson, Park Commission

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

Subject: Project: 16-1232 Harbor Park Overlook Repair
Location:

The Department of Public Works, Engineering Division has opened bids for the above referenced project. Budget amount is \$319,000.

This base bid consists of removal and replacement of damaged concrete and handrail and alternate 2 consists of removing and disposing offsite of all "puddled" concrete/armor stone in specified area and to restore area with imported graded 1000 lb to 2 ton riprap.

Following is the list of bidders:

Contractor	A.W. Oakes & Son, Inc., Racine, WI
Base Bid	\$272,000
Alternate 2	\$18,000
Total	\$290,000

It is recommended that this contract be awarded to A.W. Oakes & Son, Inc., Racine, Wisconsin for the base bid amount of \$272,000 plus \$18,000 for alternate 2 plus \$29,000 in contingency for unforeseen conditions (if needed), for total award amount of \$319,000. Funding is from CIP Line Items OT15-003, PK09-001 and Cell Tower funds pending approval of CIP Amendment.

CMA/kjb

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("City"), and Gregory Crecos, collectively referred to as the Parties.

RECITALS:

WHEREAS, the City operates the Kenosha Regional Airport (the "Airport") and owns the land upon which the Airport is located; and

WHEREAS, the City entered into a Lease with Kenosha Hangar, LLC fully executed as of August 14, 2007, whereby the City leased to Kenosha Hangar, LLC certain land at the Airport consisting of approximately 25,489 square feet commonly known as 4223 91st Avenue and more particularly described on attached Exhibit A (the "Premises") for a term covering the period of July 1, 2007, through and including June 30, 2027; and

WHEREAS, pursuant to the Lease, the Lessee was to construct certain Improvements, including an aircraft hangar on the Premises; and

WHEREAS, Kenosha Hangar LLC was never organized as a Wisconsin limited liability company; and

WHEREAS, the Improvements contemplated by the Lease were never constructed by Kenosha Hangar LLC or any other individual or entity; and

WHEREAS, the Parties desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Gregory Crecos agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.

3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.

4. Termination. Upon approval and execution of this Agreement by the Parties, the Lease shall be terminated and the City and Gregory Crecos agree to forever release and discharge each other from any and all duties, obligations, claims, demands, actions, causes of action, damages, costs, attorneys' fees and expenses of whatever kind or nature which they now have or

which may hereafter accrue in any way related to the negotiations and execution of the Lease, the Lease, or any other claims now or in the future.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Modification. This Agreement may not be modified or amended except by written agreement executed by the Parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

9. Remedies. The Parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

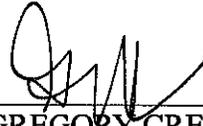
10. Attorneys' Fees. If any Party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing Party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing Party hereto.

11. Costs and Expenses. The Parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.

12. Authority. Each person signing this Agreement on behalf of either Party represents and warrants that the person has the requisite authority to sign this Agreement. Each Party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the Party is bound.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

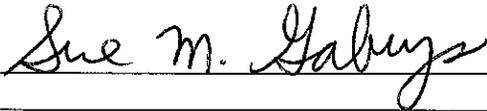
GREGORY CRECOS,
An Individual

BY: 
GREGORY CRECOS

Date: _____

STATE OF ILLINOIS)
 :SS.
COUNTY OF COOK)

Personally came before me this 27 day of September, 2016, Gregory Crecos,
to me known to be such person, and acknowledged to me that he executed the foregoing
instrument.

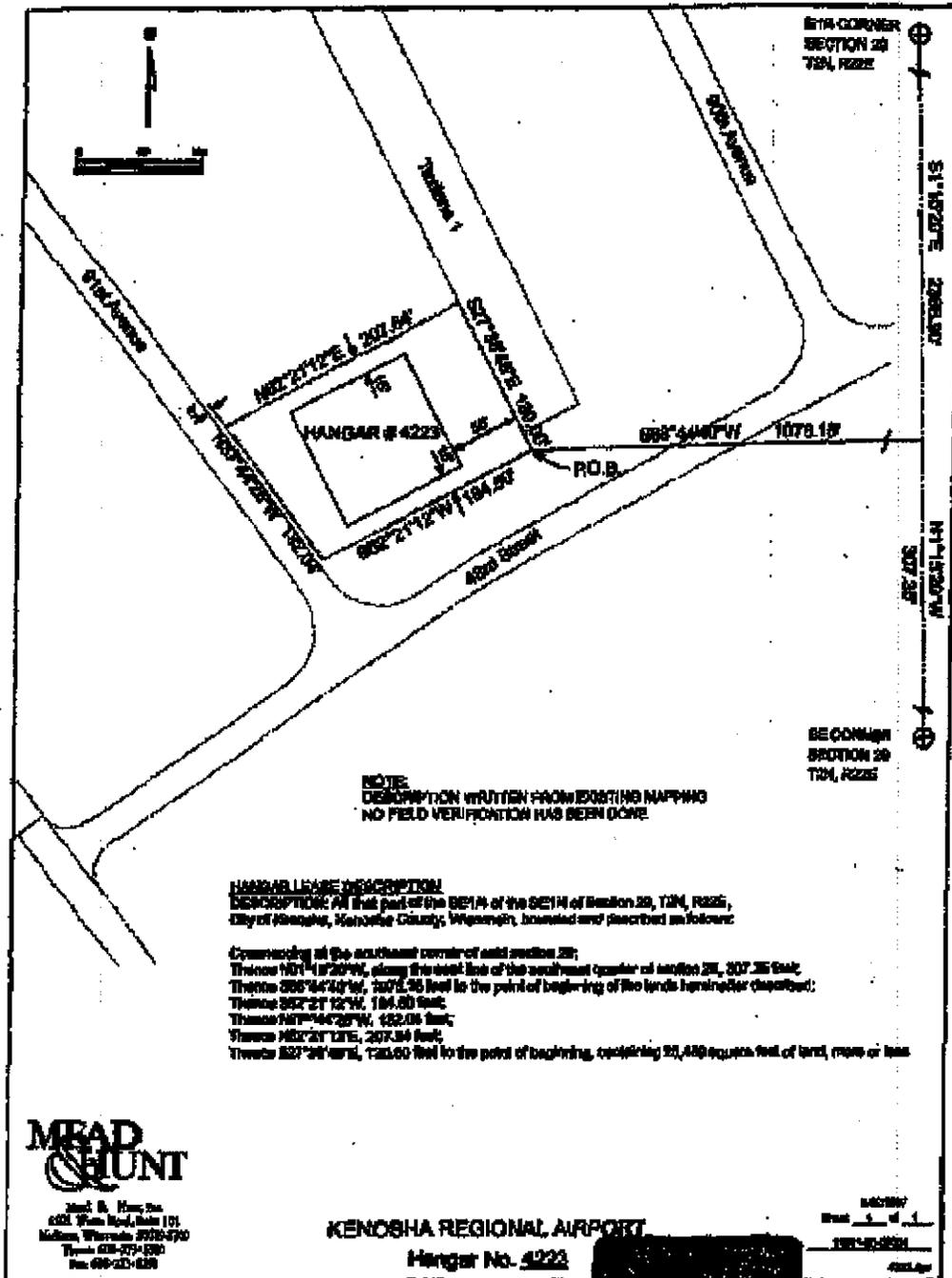


Notary Public, Cook County, Illinois.
My Commission expires/is: 11-22-17



Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

EXHIBIT A



LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

And

9894 PROPERTIES LLC
A Wisconsin Limited Liability Company
9894 52nd Street
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and 9894 Properties LLC, a Wisconsin limited liability company, 9894 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee", collectively referred to as the Parties.

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and,

Whereas, the Lessee's current Lease with the City expires June 30, 2032; and,

Whereas, the Lessee and the City have negotiated the terms and conditions of a new Lease for the Lessee's continued use and operation of the Premises located at 9894 52nd Street, Kenosha, Wisconsin consisting of an airport hangar approximately one hundred (100') feet by two hundred (200') feet and a fuel farm as a Fixed Base Operator, which upon approval and execution by the Parties will supercede the current Lease; and

Whereas, the Lessee desires to enter into a separate Lease with the City for the Lessee's use and operation of the Premises located at 9940 52nd Street, Kenosha, Wisconsin consisting of an airport hangar approximately eighty one (81') feet by eighty-two (82') feet, attached offices approximately twenty-four (24') feet by forty-one (41') feet, and a fuel farm in order to expand the Lessee's operations at the Airport as a Fixed Base Operator; and

Whereas, it is to the mutual advantage of the Parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND. The City leases to the Lessee Fifty Six Thousand Five Hundred (56,500) square feet of land located at 9894 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as the Hangar 9894 Lease Description and the Self-Serve Fuel Farm Area Description hereinafter referred to as the "Premises".

1.2 ACCEPTANCE. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 – TERM

2.1 TERM. The term of this Lease is for the period of November 1, 2016 through and including October 31, 2041, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the Parties.

ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.6, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Eleven Thousand Three Hundred Dollars (\$11,300.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the Premises. The rent shall be payable in equal semiannual installments of Five Thousand Six Hundred Fifty Dollars (\$5,650.00) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 AIRCRAFT PARKING RAMP FEE. Subject to Article 3.6, the Lessee agrees to pay the City an aircraft parking ramp fee, hereinafter referred to as the "Ramp Fee" in the annual sum of Six Hundred Dollars (\$600.00) based upon a charge of Four Cents (\$0.04) per square foot for the Fifteen Thousand (15,000) square foot aircraft parking ramp area more particularly described on attached Exhibit "A" as the Ramp Parking Permit Area. The Ramp Fee shall be payable in equal semiannual installments of Three Hundred Dollars (\$300.00) on or before January 1 and July 1 of each year during the Term of this Lease.

3.3 FUEL FARM FACILITY FEE. Subject to Article 3.6, the Lessee agrees to pay the City a fuel farm facility fee, for two (2) fuel tanks, hereinafter referred to as the "Tank Fee" in the annual sum of Four Thousand Dollars (\$4,000.00) based upon Two Thousand Dollars (\$2,000.00) per tank. The Tank Fee shall be payable in equal quarterly installments of One Thousand Dollars (\$1,000.00) on or before January 1, April 1, July 1 and September 1 of each year during the Term of this Lease.

3.4 FUEL FLOWAGE FEE. Subject to Article 3.6, the Lessee agrees to pay the City a fuel flowage fee, hereinafter referred to as the "Fuel Fee" in the sum of Eighteen Cents (\$0.18) per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "Fuel" delivered to the Airport for Lessee's use. At the time of Fuel delivery, the Lessee shall provide the Airport Director a copy of the Fuel delivery invoice from the Fuel supplier showing the date of delivery, type of Fuel and number of gallons. The Lessee shall pay the Fuel Fee to the City within thirty (30) days of being invoiced by the City.

3.5 LATE PAYMENTS. Late payment of the rent, Ramp Fee, Tank Fee, or Fuel Fee shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half percent (1 1/2%) per month, until paid in full.

3.6 RENT AND FEE ADJUSTMENT. The rent, Ramp Fee, Tank Fee and Fuel Fee may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, facilities, landscaping, and site modifications on the Premises.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director.

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or

situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises, the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The Lessee shall require its contractors who construct the Improvements to indemnify, defend, and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 INSPECTION. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of interference can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon

written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The Lessee shall own, have and retain title to all Improvements the Lessee places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The Lessee shall use the Premises as a Fixed Base Operator in compliance with the Minimum Standards For Fixed Base Operator currently set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time and within the limits of Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 PROHIBITED USE. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

5.7 COMMON AREA OF AIRPORT. The Lessee, its tenants and invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

5.8 RAMP PARKING PERMIT AREA. Subject to the terms of this Lease, the Lessee shall have the use of the Ramp Parking Permit Area. The Lessee on behalf of the City shall have the right and authority to administer the common use of the Ramp Parking Permit Area and subject to the approval of the Airport Director may promulgate written rules and regulations regarding the common use of the Ramp Parking Permit Area. The Lessee's use of the Ramp Parking Permit Area and any approved written rules and regulations promulgated by the Lessee regarding the common use of the Ramp Parking Permit Area shall be subject to the following:

- a. All of the terms and conditions of this Lease except as otherwise provided in this Article 5.8.
- b. The Lessee shall keep the Ramp Parking Permit Area free and clear of dirt, stones, debris, tools, obstructions and personal property.
- c. The Lessee shall immediately notify the Airport Director of any damage to the Ramp Parking Permit Area or any dangerous or unnatural condition affecting the Ramp Parking Permit Area. The Lessee shall also take immediate action to warn others by all reasonable means of any damage to, or dangerous or unnatural condition existing or which may develop on the Ramp Parking Permit Area.
- d. The Lessee shall administer the use of the Ramp Parking Permit Area in a manner which will not jeopardize the public health, safety or welfare or unnecessarily endanger any person or property.
- e. The Lessee shall prevent and prohibit the drilling or making of holes or the installation of stakes except for grounding rods.
- f. The Lessee shall require its officers, employees, sublessee, and agents responsible for administering the use of the Ramp Parking Permit Area to wear or carry such identification as may be required by the Airport Director.

- g. The Lessee shall comply with all lawful directives of the Airport Director.
- h. The Lessee's failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subjecting the Lessee's use of the Ramp Parking Permit Area and any common use of the Ramp Parking Permit Area authorized by the Lessee to termination pursuant to Article 27 of this Lease.
- i. The City shall maintain and repair pavement markings.
- j. The City shall be responsible for plowing and removing snow from the Ramp Parking Permit Area in accordance with its standard practices for the Airport, but the priority for plowing and removing snow from the Ramp Parking Permit Area shall be subordinate to snow plowing and necessary operations on runways, taxiways and service roads.

5.9 FUEL FARM FACILITY. The Lessee's use of the Self-Serve Fuel Farm facility and the Airport fuel farm facility are subject to the following flowage standards:

- a. The Lessee, pursuant to accepted industry standards and methods, shall verify the proper grade of all Fuel delivered, ensure that all compartments and valves are sealed, check color and specifications of all Fuel and check truck sump for Fuel contamination.
- b. Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.
- c. Filter all turbine Fuel before placing in storage tanks.
- d. Remove Fuel through an industry approved filtration system.
- e. Equip filters with differential pressure measuring equipment.
- f. Color code, placard and identify all equipment, mobile and otherwise, in accordance with industry accepted standards.
- g. Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.
- h. Make a mechanical or chemical check for turbine Fuel.
- i. Make weekly, monthly, semi-annual and annual filtration equipment inspections to determine that they meet industry accepted standards, and replace filtration equipment as required.
- j. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.

k. Provide safety facilities and adopt safety and training standards for personnel engaged in fueling operations as may be reasonably established by the City as a part of the certification requirements imposed upon the City by applicable Federal Aviation Administration Regulations.

l. The Lessee's failure to observe the provisions of this Article 5.9 shall be considered a material breach of this Lease thereby subject the Lessee's use of the Self-Serve Fuel Farm facility and the Airport fuel farm facility to termination pursuant to Article 27 of this Lease.

ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

ARTICLE 7 - PARKING AND STORAGE

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The Lessee, at Lessee's expense, shall at all times:

a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.

- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport, including any damage caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, sublessee, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Any such extension shall be granted at the sole discretion of the Airport Director. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 LESSEE'S FAILURE TO MAINTAIN. The Lessee's failure to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In addition, the City may, at its option, and in addition to any

remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee, at Lessee's cost and expense, shall paint the exterior of its building within five (5) years of the execution of this Lease. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and

comply with any such laws, rules, regulations and orders.

12.2 SAFETY. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 LICENSES, CERTIFICATES AND PERMITS. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 TAXES AND FEES. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of

any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed

by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee’s operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- a. Commercial General Liability
\$1,000,000 Each Occurrence and \$1,000,000 per passenger seat having the following coverages:

- i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury
- b. Automobile Liability
- \$1,000,000 Single Limit each accident for death and bodily injury and
 - \$500,000 single limit each accident for property damage having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles
- c. Worker's Compensation: Statutory Limits
- 1. Employer's Liability
 - \$100,000 Each Accident
 - \$100,000 Disease, Each Employee
 - \$500,000 Disease, Policy Limit
- d. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the Premises, the Ramp Parking Permit Area, the Self-Serve Fuel Farm Area or the Airport fuel farm) \$1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by

this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 DAMAGE ELECTION BY LESSEE. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 LESSEE'S OBLIGATIONS. Except as otherwise provided in Article 20 of this Lease, in the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 ABATEMENT OF RENT. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 RESTORATION OF PREMISES. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the

Premises to their original condition and elevation at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify, defend, and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, sublessee, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend, and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 - ASSIGNMENT/SUBLEASE

The Lessee may sublease all or a portion of this Lease to AVP/Kenosha Aviation, LLC, a Wisconsin limited liability company, for the purpose of operating the Premises as a Fixed Base Operator pursuant to Article 5.1 of this Lease. The Lessee shall provide a copy of the sublease with AVP/Kenosha Aviation, LLC to the Airport Commission and the City. Notwithstanding the foregoing, the Lessee may not assign or sublease the Ramp Parking Permit Area, Self-Serve Fuel Farm Area or its fuel tanks at the Airport fuel farm separately from an approved assignment or sublease of this entire Lease. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent

with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to provide the Airport Director Fuel delivery invoices pursuant to Article 3.4, or to pay the Tank Fee or Fuel Fee pursuant to Articles 3.3 and 3.4 shall at the option of the City subject the Lessee's fueling privileges or this entire Lease to termination. Failure on the part of the Lessee to observe the terms and conditions of Article 5.8 regarding the Ramp Parking Permit Area shall at the option of the City subject the Lessee's use of the Ramp Parking Permit Area, including any common use thereof authorized by the Lessee, or this entire Lease to termination. Failure on the part of the Lessee to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease prior to the termination of fueling privileges, termination of use of the Ramp Parking Permit Area, or termination of this Lease all as provided for under this Article 27. Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City prior to termination of fueling privileges, termination of use of the Ramp Parking Permit Area, or termination of this Lease all as provided for under this Article 27. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and City shall, at its discretion, have the right, without notice or entry or other action, to terminate this Lease and all rights of the Lessee, and all persons and parties claiming under the Lessee, in and to the Premises and the Improvements.

ARTICLE 30 – NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or

the Improvements contrary to federal, state or local law, rule or regulation.

30.3 The Lessee agrees that in the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.4 The Lessee agrees that the Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.5 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.6 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.7 The Lessee shall indemnify, defend, and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.8 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the Parties and be binding upon their successors.

ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the Parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The Parties agree that each Party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one Party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the Parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee: Alan S. Kubicka, Manager
9894 Properties LLC
525 Elm Street
Winnetka, IL 60093

Copy to: Larry Borchardt
9894 Properties LLC
9894 52nd Street
Kenosha, WI 53144

If to City: City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to: Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

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

ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the ____ day of _____, 2016, and by action taken by the Common Council on the ____ day of _____, 2016.

The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of 9894 Properties LLC have timely taken place.

Signature pages follow

9894 PROPERTIES LLC
a Wisconsin limited liability company

BY: Alan Kubicka
ALAN S. KUBICKA, Manager

Date: 9/20/2016

STATE OF)
):SS.
COUNTY OF)

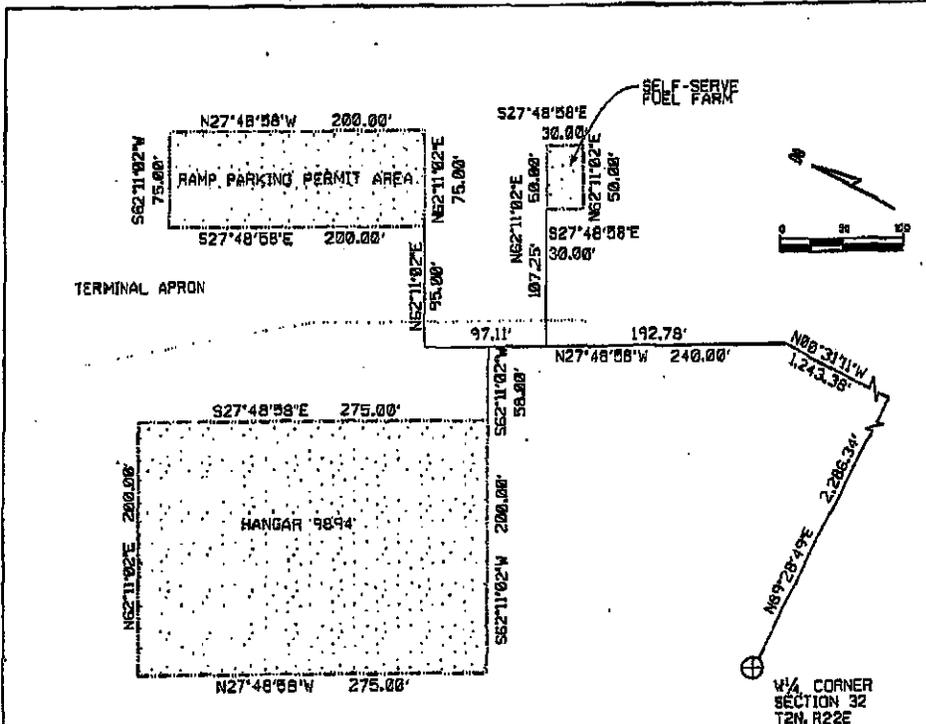
Personally came before me this 20th day of September, 2016, Alan S. Kubicka to me known to be the Manager of 9894 Properties LLC, and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

Blair M. Henderson
Print Name: Blair M. Henderson
Notary Public, COOK County, W.P.L.
My Commission expires/is: 11/24/16

Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney



EXHIBIT A



HANGAR 9894 LEASE DESCRIPTION

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 32; thence N 89°-28'-49" E, along the south line of said NW¼, 2,286.34 feet; thence N 00°-31'-11" W, 1,243.38 feet to the centerline - centerline intersection of Taxiways J and G; thence N 27°-48'-58" W, along the centerline of Taxiway G, 240.00 feet; thence S 62°-11'-02" E, 58.00 feet to the point of beginning; thence containing S 62°-11'-02" E, 200.00 feet; thence N 27°-48'-58" W, 275.00 feet; thence N 62°-11'-02" E, 200.00 feet; thence S 27°-48'-58" E, 275.00 feet to the point of beginning.

Parcel contains 65,000 square feet, more or less.

RAMP PARK PERMIT AREA DESCRIPTION

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 32; thence N 89°-28'-49" E, along the south line of said NW¼, 2,286.34 feet; thence N 00°-31'-11" W, 1,243.38 feet to the centerline - centerline intersection of Taxiways J and G; thence N 27°-48'-58" W, along the centerline of Taxiway G, 289.89 feet; thence N 62°-11'-02" E, 95.00 feet to the point of beginning; thence containing N 62°-11'-02" E, 75.00 feet; thence N 27°-48'-58" W, 200.00 feet; thence S 62°-11'-02" W, 75.00 feet; thence S 27°-48'-58" E, 200.00 feet to the point of beginning.

Parcel contains 15,000 square feet, more or less.

SELF-SERVE FUEL FARM AREA DESCRIPTION

A parcel of land located in the NE¼-NW¼ of Section 32, T2N, R22E, Township of Somers, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the West ¼ corner of said Section 32; thence N 89°-28'-49" E, along the south line of said NW¼, 2,286.34 feet; thence N 00°-31'-11" W, 1,243.38 feet to the centerline - centerline intersection of Taxiways J and G; thence N 27°-48'-58" W, along the centerline of Taxiway G, 192.78 feet; thence N 62°-11'-02" E, 107.25 feet to the point of beginning; thence containing N 62°-11'-02" E, 50.00 feet; thence N 27°-48'-58" W, 30.00 feet; thence S 62°-11'-02" W, 50.00 feet; thence S 27°-48'-58" E, 30.00 feet to the point of beginning.

Parcel contains 1,500 square feet, more or less.



Mead & Hunt, Inc.
6501 Watts Road, Suite 101
Madison, Wisconsin 53719-2700
Phone: 608-273 6388
Fax: 608-273 6391

KENOSHA REGIONAL AIRPORT
HANGAR 9894
LEASE DESCRIPTION

Revised 11/14/2008
Dwg. No. N91055-S10
Sheet 1 of 1
Job No. K81-10-96A
K8196A10.DGN

AGREEMENT OF SUBLEASE

This Agreement of Sublease ("Agreement") is made the 1st day of November, 2016 by and between 9894 Properties LLC, a Wisconsin limited liability company, ("Sublessor"), and AVP/ Kenosha Aviation LLC, a Wisconsin limited liability company, ("Sublessee").

BACKGROUND

A. By that certain Lease dated October ____, 2016 (the "Lease"), between the City of Kenosha, Wisconsin, a municipal corporation ("Landlord"), as landlord, and Sublessor, as tenant, Sublessor leased from Landlord approximately 56,500 square feet of land (the "Premises") located at 9894 52nd Street, Kenosha, Wisconsin (the "Property"), as more particularly described in the Lease, at the rental and upon the terms and conditions set forth in the Lease.

B. Sublessor desires to sublease the Premises to Sublessee to operate as a fixed based operator ("FBO") upon the terms and conditions set forth herein.

Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings established the Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Sublessor's Representations. In order to induce Sublessee to enter into this Sublease, Sublessor represents and warrants to Sublessee that: (a) the Lease comprises the entire understanding and agreement of Landlord and Sublessor with respect to the Premises, and (b) neither Landlord nor Sublessor is in default under the Lease, and there exists no state of facts and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Sublessor under the Lease.

2. Sublease. Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the Premises for the period commencing November 1, 2016 ("Commencement Date") and ending on October 31, 2041 ("Expiration Date") upon the terms and conditions set forth herein and at all times subject to the Lease. Sublessee, for the benefit of Sublessor and Landlord, hereby agrees that the Lease is incorporated herein by reference, and Sublessee agrees further to be bound by all of the terms, covenants and conditions on the part of "Lessee" to be done, performed and observed under the Lease with respect to the Premises. Notwithstanding the Expiration Date established in the preceding sentence, this Agreement shall, unless Landlord elects otherwise, terminate immediately upon the termination or expiration of the Lease.

3. Use. It is the intention of Sublessor and Sublessee that Sublessee shall operate a Fixed Based Operation in accordance with the requirements of the Kenosha Regional Airport and the Federal Aviation Regulations, using the Premises. Accordingly, Sublessee assumes all responsibility to maintain proper licenses and authorizations, and to at all times comply with applicable requirements, including those set forth in the Lease, in order to conduct such Fixed

Based Operation. Failure by Sublessee at any time to maintain proper authority to conduct such Fixed Based Operation shall result in termination of this Sublease upon written notice from Sublessor, which is not cured within 30 days after receipt of such notice.

4. Rent.

4.1 Sublessee shall pay Sublessor an annual rental equal to the Rent described in the Lease, payable at the times set forth in the Lease, at the office of Sublessor or such other place as Sublessor may designate, without any set off, counterclaim or deduction whatsoever. However, if Sublessor is entitled to rent abatement under the Lease due to casualty, then such abatement shall be extended to Sublessee.

4.2 The rent described in Section 4.1 shall be adjusted, from time to time, by the amount of any increase in the rent which Sublessor pays to Landlord in accordance with Article 3 of the Lease.

4.3 Sublessee shall be responsible for and shall timely pay to Landlord the annual property taxes billed to the Premises, and each of the charges described in the Lease for the FBO Operation, including Fuel Flowage Fees, Fuel Farm Facility Fees, and Parking Ramp Permit Fees.

5. Operating Expenses.

5.1 Sublessee shall be responsible for all of the care, maintenance and repair of the Premises, as well as all maintenance charges and operating expenses charged by Landlord to the Sublessor. Sublessee shall also pay all utility charges described in Article 13 of the Lease.

5.2 Sublessee shall be responsible for and shall perform all maintenance and repair and on termination of this Sublease, the Premises shall be returned to Sublessor in good condition and repair, ordinary wear and tear excepted.

6. Services. Sublessee shall look solely to Sublessor for all services to be rendered to Sublessee under the Lease.

7. Insurance.

Sublessee, at its sole expense, shall maintain for the benefit of Sublessor and Landlord, such policies of insurance (and in such form) as are required by the Lease with respect to the Subleased Premises, which policies shall be reasonably satisfactory to Sublessor and Landlord as to coverage and insurer. Each such policy shall name Sublessor and Landlord as additional insured parties.

or Sublessee to be canceled, terminated, forfeited or prejudiced or which may make the other party liable for any damages, claims, fines, penalties, costs or expenses thereunder. Each of the Sublessor and Sublessee shall indemnify and save harmless the other from all suits, actions, judgments, damages, claims, liabilities, awards, losses, fines penalties, costs, charges and expenses, including attorneys fees, that either may sustain by reason of the other's failure to perform the terms of this Agreement or the Lease or by reason of the breach by the other of any of the terms, covenants or conditions of this Agreement or the Lease except those arising out of the negligent acts or omissions of the party being indemnified.

9. Defaults. The provisions of the Lease relating to defaults and remedies are incorporated herein by reference as a separate paragraph of this Agreement and, for purposes of determining the parties' defaults and remedies hereunder, said provisions shall apply between Sublessor and Sublessee reading "Landlord" to mean Sublessor and "Lessee" to mean Sublessee.

10. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

11. Notices. Whenever it shall be necessary or desirable for either party to this Agreement to serve any notice or demand on the other party, such notice or demand shall be served by personal delivery or by certified mail, return receipt requested, or by overnight courier (such as Federal Express), next day delivery, addressed to the Premises. Each party shall provide to the other copies of all notices received by each from Landlord.

12. Amendments. No amendments shall be made to this Agreement without the prior written approval of Landlord in accordance with the terms of the Lease.

13. Counterparts. This Agreement may be executed in counterparts.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Agreement of Sublease as of the date first above written.

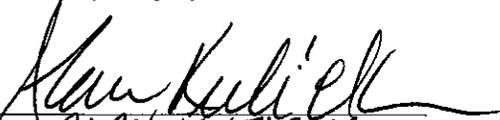
SUBLESSOR:

9894 PROPERTIES LLC, a Wisconsin limited liability company

By: 
Name: ALAN KUBICKA
Title: Manager

SUBLESSEE:

AVP/ KENOSHA AVIATION LLC, a Wisconsin limited liability company

By: 
Name: ALAN KUBICKA
Title: Manager

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "Agreement") is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin ("City"), and Frank A. Allseits Corporation, an Illinois corporation, ("Lessee").

RECITALS:

WHEREAS, the City operates the Kenosha Regional Airport (the "Airport") and owns the land upon which the Airport is located; and

WHEREAS, the City entered into a Lease with Frank A. Allseits Corporation fully executed as of December 19, 2008, whereby the City leased to Frank A. Allseits Corporation certain land at the Airport consisting of approximately 26,400 square feet commonly known as 9940 52nd Street and more particularly described on attached Exhibit A (the "Premises") for a term covering the period of January 1, 2009, through and including December 31, 2028; and

WHEREAS, Lessee has sold, or will sell, its airport hangar to 9894 Properties LLC, a Wisconsin limited liability company; and

WHEREAS, expressly conditioned upon the sale of the airport hangar to 9894 Properties LLC and the execution of a new lease for the Premises between 9894 Properties LLC and the City, the City and Lessee desire to cancel and terminate the existing Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lessee agree as follows:

1. Recitals. The forgoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph.
2. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Lease.
3. Conflict or Inconsistency. In the event of conflict or inconsistency of the terms of the Lease and this Agreement, then the terms of this Agreement shall prevail.
4. Termination. Upon the closing of the sale of the airport hangar to 9894 Properties LLC, the payment to the City of all sums due and owing under the Lease through and including October 31, 2016, and the execution of a new lease between the City and 9894 Properties LLC, the Lease shall be terminated, and the Lessee shall be fully, completely and forever released from all duties, obligations and liabilities under the Lease. In the event the conditions for the termination of the Lease set forth in this paragraph 4 are not satisfied, this Agreement shall be null and void and the Lease shall remain in full force and effect.

5. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Modification. This Agreement may not be modified or amended except by written agreement executed by the parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.

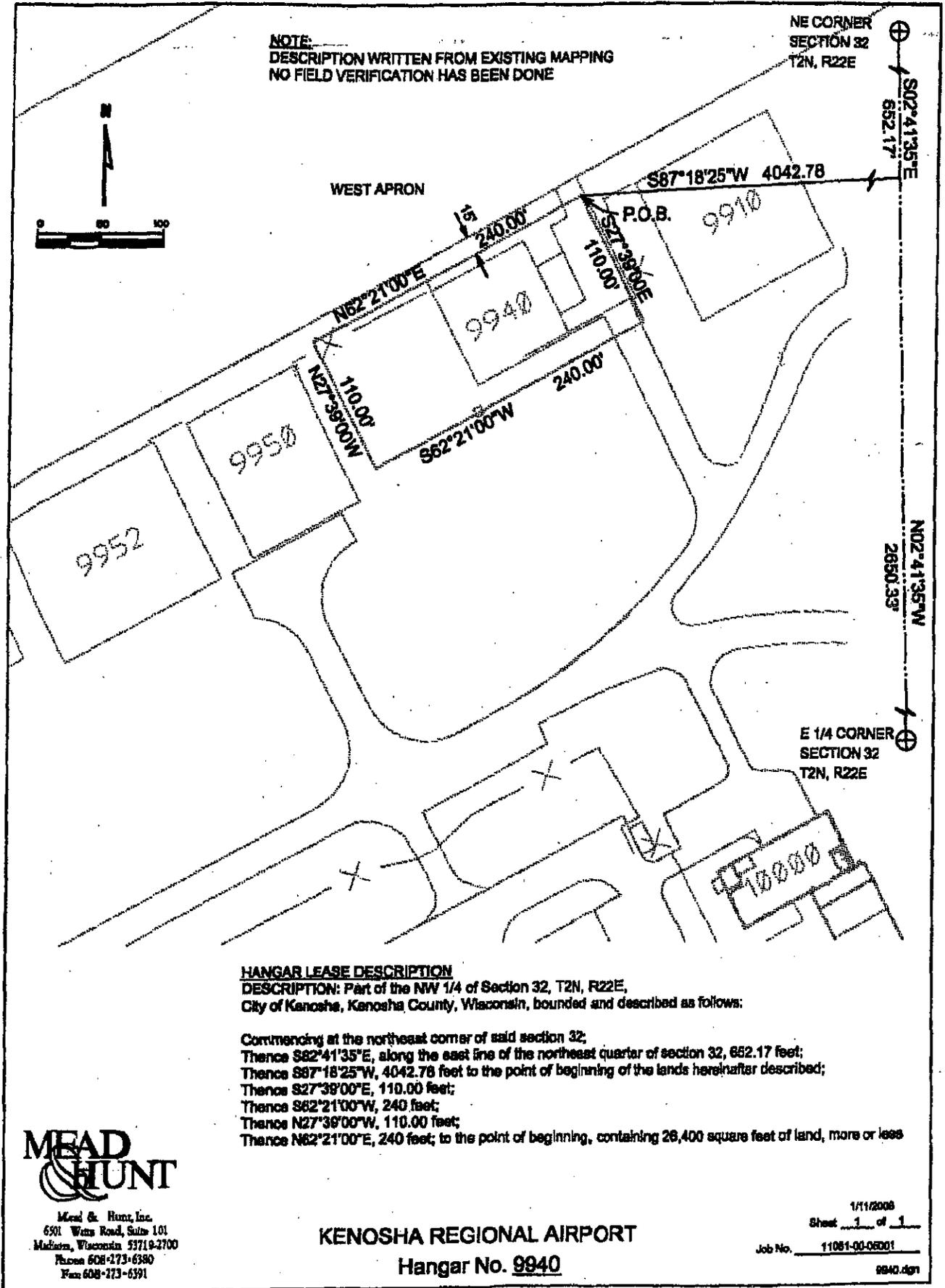
9. Remedies. The parties hereto shall have the right to pursue any and all remedies at law and in equity with respect to enforcing any provision of this Agreement.

10. Attorneys' Fees. If any party hereto initiates legal proceedings to enforce any right under this Agreement, the prevailing party hereto in such proceeding shall be entitled to reimbursement of its reasonable attorneys' fees, costs and expenses from the non-prevailing party hereto.

11. Costs and Expenses. The parties hereto shall bear their own costs and expenses incurred in connection with the negotiation and execution of this Agreement, including but not limited to, any attorneys' fees and expenses.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)
(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

EXHIBIT A



NOTE:
DESCRIPTION WRITTEN FROM EXISTING MAPPING
NO FIELD VERIFICATION HAS BEEN DONE

HANGAR LEASE DESCRIPTION
DESCRIPTION: Part of the NW 1/4 of Section 32, T2N, R22E,
City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said section 32;
Thence S82°41'35"E, along the east line of the northeast quarter of section 32, 652.17 feet;
Thence S87°18'25"W, 4042.78 feet to the point of beginning of the lands hereinafter described;
Thence S27°38'00"E, 110.00 feet;
Thence S82°21'00"W, 240 feet;
Thence N27°38'00"W, 110.00 feet;
Thence N62°21'00"E, 240 feet; to the point of beginning, containing 26,400 square feet of land, more or less

MEAD & HUNT
Mead & Hunt, Inc.
6501 Wern Road, Suite 101
Madison, Wisconsin 53719-2700
Phone 608-273-6380
Fax 608-273-6391

KENOSHA REGIONAL AIRPORT
Hangar No. 9940

1/11/2008
Sheet 1 of 1
Job No. 11081-00-06001
9940.dgn

LEASE

Between

THE CITY OF KENOSHA, WISCONSIN,
A Municipal Corporation

And

9894 PROPERTIES LLC
A Wisconsin Limited Liability Company
9940 52nd Street
Kenosha, Wisconsin 53144

This Lease is entered into between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "City", and 9894 Properties LLC, a Wisconsin limited liability company, 9940 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "Lessee", collectively referred to as the Parties.

WITNESSETH:

Whereas, the City operates the Kenosha Regional Airport ("Airport"), and owns the land upon which the Airport is located; and,

Whereas, the Lessee currently leases the Premises located at 9894 52nd Street, Kenosha, Wisconsin consisting of an airport hangar and fuel farm for use as a Fixed Base Operator; and

Whereas, the Lessee desires to expand its operations at the Airport as a Fixed Base Operator; and

Whereas, in order to facilitate the expansion of its operations at the Airport as a Fixed Base Operator, the Lessee desires to enter into this Lease for the use and operation of the Premises located at 9940 52nd Street, Kenosha, Wisconsin consisting of an airport hangar approximately eighty one feet (81') by eighty two feet (82'), attached offices approximately twenty four feet (24') by forty one feet (41'), and a fuel farm as a Fixed Base Operator; and

Whereas, it is to the mutual advantage of the Parties to enter into this Lease.

Now, Therefore, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the City and the Lessee agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND. The City leases to the Lessee Sixteen Thousand Five Hundred (16,500) square feet of land located at 9940 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as the Hangar 9940 Lease Description hereinafter referred to as the "Premises".

1.2 ACCEPTANCE. The Lessee warrants that it has inspected the Premises and has found the Premises suitable for its intended purposes, as is, subject to the use limitations and obligations imposed by this Lease.

ARTICLE 2 – TERM

2.1 TERM. The term of this Lease is for the period of November 1, 2016 through and including October 31, 2041, hereinafter referred to as the "Term". Between six (6) months and one (1) year prior to the expiration date of this Lease, the Lessee may request, in writing, that the City negotiate a new Lease. If timely notice is given to the City and the Lessee is in full compliance with this Lease, the City shall meet with the Lessee in good faith to negotiate a new Lease which may be for any Term agreed to by the Parties.

ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.5, the Lessee agrees to pay the City for the use and occupancy of the Premises rent in the annual sum of Three Thousand Three Hundred Dollars (\$3,300.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the Premises. The rent shall be payable in equal semiannual installments of One Thousand Six Hundred Fifty Dollars (\$1,650.00) on or before January 1 and July 1 of each year during the Term of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the City.

3.2 FUEL FARM FACILITY FEE. Subject to Article 3.5, the Lessee agrees to pay the City a fuel farm facility fee, for one (1) fuel tank, hereinafter referred to as the "Tank Fee" in the annual sum of Two Thousand Dollars (\$2,000.00). The Tank Fee shall be payable in equal quarterly installments of Five Hundred Dollars (\$500.00) on or before January 1, April 1, July 1 and September 1 of each year during the Term of this Lease.

3.3 FUEL FLOWAGE FEE. Subject to Article 3.5, the Lessee agrees to pay the City a fuel flowage fee, hereinafter referred to as the "Fuel Fee" in the sum of Eighteen Cents (\$0.18) per gallon for each gallon of gasoline, lubricants, and Jet A fuel, collectively the "Fuel" delivered to the Airport for Lessee's use. At the time of Fuel delivery, the Lessee shall provide the Airport Director a copy of the Fuel delivery invoice from the Fuel supplier showing the date of delivery, type of Fuel and number of gallons. The Lessee shall pay the Fuel Fee to the City within thirty (30) days of being invoiced by the City.

3.4 LATE PAYMENTS. Late payment of the rent, Tank Fee, or Fuel Fee shall be subject to interest on the unpaid balance due and payable at the rate of one and one-half

percent (1 1/2%) per month, until paid in full.

3.5 RENT AND FEE ADJUSTMENT. The rent, Tank Fee and Fuel Fee may be adjusted from time to time during the Term of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent and fee adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 – IMPROVEMENTS

4.1 DEFINITION. Improvements shall include but shall not be limited to construction, reconstruction, alteration, modification, addition, expansion and replacement of buildings, structures, underground fuel storage tanks, facilities, landscaping, and site modifications on the Premises.

4.2 PLANS AND SPECIFICATIONS. Plans and specifications for the construction of any Improvements shall be submitted to the Airport Commission and the City for approval. No work shall commence on the Improvements until all necessary approvals have been received and all required permits from the City have been obtained. All Improvements shall comply with the City Zoning Ordinance, Code of General Ordinances and all applicable state and federal laws, rules and regulations.

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any Improvements, the Lessee shall procure and submit proof of the following insurance coverages to the Airport Director.

- a. Builder's All Risk Insurance in the amount of the full value of the Improvements insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,
- b. Liability Insurance protecting the Lessee and the City from claims for death, personal injury or property damage arising during the course of construction of the Improvements in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The Lessee, in making Improvements upon the Premises, shall not grant permission for or permit any liens for labor or materials to attach to the Premises without the prior written consent of the City, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the Premises. In order to void such liens, the Lessee shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the Premises; the Lessee shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the Lessee from financing the Improvements subject to a security lien on the Improvements. However, the Lessee shall not permit any security lien to attach to the real estate upon which the Improvements are situated. Nothing contained herein shall preclude the Lessee or its contractor from, in good

faith, defending against claims by labor or material suppliers which it believes are unwarranted.

4.5 RISK OF LOSS. The Lessee assumes the risk of loss or damage to all of the construction work and the risk of loss or damage to all property of the City arising out of or in connection with the performance of the construction work. In the event of such loss or damage, the Lessee shall forthwith repair, replace, restore and/or reconstruct the construction work and the property of the City without cost or expense to the City.

4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS. The Lessee shall require its contractors who construct the Improvements to indemnify, defend, and hold harmless the City, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Lessee involving the construction of the Improvements by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the City, or any of its officers, employees or agents.

4.7 INSPECTION. The City shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of interference can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

4.8 NO CONTRACTOR'S RIGHTS AGAINST CITY. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor or any other person engaged to perform, design or construct work any right of action or claims against the City, its officers and employees with respect to any labor or materials provided in connection with the construction work. Nothing contained herein shall create, or be deemed to create, any relationship between the City and any such contractor, architect, supplier, subcontractor or any other person engaged in any part of the construction work and the City shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the Lessee make any Improvements without prior City approval, which are not satisfactory to the City, then, upon written notice to do so, the Lessee shall remove the same, or if agreed upon by the City, cause the same to be changed, modified or reconstructed to the satisfaction of the City. Should the Lessee fail to comply with such notice within sixty (60) days of receipt thereof, or should the Lessee commence to comply therewith and fail to pursue such work diligently to completion, the City may effect the removal, change, modification or reconstruction thereof, and the Lessee shall pay the cost thereof to the City, upon written demand together with interest at the highest rate permitted by law from the date of the City's written demand until paid.

4.10 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. The Lessee shall own, have and retain title to all Improvements the Lessee

places upon the Premises. Upon expiration or termination of this Lease, the Lessee shall have the option, subject to the approval of the Airport Commission and Common Council of:

- a. Transferring all Improvements to a third party at a fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering all Improvements to the City at no cost to the City; or
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of Lease termination. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The Lessee shall use the Premises as a Fixed Base Operator in compliance with the Minimum Standards For Fixed Base Operator currently set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time and within the limits of Federal Aviation Administration Regulations. The Lessee shall store flammable materials in compliance with all city, state and federal laws, rules and regulations. The Lessee's use of the Premises as a Fixed Based Operator pursuant to this Lease is contingent upon the Lessee's continued use of the Premises at 9894 52nd Street, Kenosha, Wisconsin as a Fixed Base Operator. In the event the Lessee ceases to use and operate the Premises at 9894 52nd Street, Kenosha, Wisconsin as a Fixed Base Operator, or in the event the Lessee transfers the Improvements on the Premises which are the subject of this Lease to a third party, the continued use of the Premises as a Fixed Base Operator pursuant to this Lease shall terminate, continued use of the fuel farm on the Premises shall be prohibited, and the Lessee, at the Lessee's cost and expense, shall remove the underground fuel tank and the fuel pump from the Premises and shall restore the Premises to the condition prior to removal of the underground fuel tank and the fuel pump, in accordance with all applicable Federal and State environmental laws, rules and regulations and the Code of General Ordinances for the City of Kenosha. The Lessee's failure to comply with the provisions of this Article 5.1 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.2 NOISE STANDARDS FOR AIRCRAFT BASED ON PREMISES. The Lessee agrees that all aircraft used in conjunction with the Premises shall comply with the noise standards established under Part 36 of Title 14 of the Code of Federal Regulations ("FAR 36"), as may be amended from time to time, and with any lawful noise abatement plan which the City may promulgate.

5.3 LIMITATION ON AIRCRAFT REPAIR WORK OUTSIDE OF A HANGAR. All aircraft repair work must be done inside a hangar except for minor adjustments of aircraft engines or parts. No airplane shall be stored for more than twelve (12) hours outside of a hangar without the prior permission of the Airport Director.

5.4 CHANGED USE. Except as otherwise provided in Article 5.1 of this Lease,

any change in the use of the Premises must have the prior written approval of the Airport Commission or be a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

5.5 PROHIBITED USE. Use of the Premises for storage of personal property which is not directly related to aviation operations, including but not limited to, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, and motor vehicles, irrespective of operating condition or license status, is strictly prohibited.

5.6 NONEXCLUSIVE AIRPORT RIGHTS. Except for the exclusive right of the Lessee to the use and possession of the Premises, no exclusive rights at the Airport are granted by this Lease. The Lessee shall have no greater rights or privileges with respect to the use of the Airport, or any part thereof, than any other Airport lessee.

5.7 COMMON AREA OF AIRPORT. The Lessee, its tenants and invitees shall have the right, in common with other authorized users, to use the common areas of the Airport, including runways, taxiways, aprons, roadways, public parking areas and other conveniences. The Lessee, in common with other authorized users, shall have the right to use the Airport to taxi, take off and land aircraft owned or operated by the Lessee.

5.8 FUEL FARM FACILITY. The Lessee's use of the fuel farm facility on the Premises and the Airport fuel farm facility are subject to the following flowage standards:

- a. The Lessee, pursuant to accepted industry standards and methods, shall verify the proper grade of all Fuel delivered, ensure that all compartments and valves are sealed, check color and specifications of all Fuel and check truck sump for Fuel contamination.
- b. Check storage tanks on a daily basis for water and contamination and ensure that any water and contamination do not exceed industry accepted standards.
- c. Filter all turbine Fuel before placing in storage tanks.
- d. Remove Fuel through an industry approved filtration system.
- e. Equip filters with differential pressure measuring equipment.
- f. Color code, placard and identify all equipment, mobile and otherwise, in accordance with industry accepted standards.
- g. Perform a visual sump check of both tank and filter to determine contamination at the beginning of each day.
- h. Make a mechanical or chemical check for turbine Fuel.
- i. Make weekly, monthly, semi-annual and annual filtration equipment inspections

to determine that they meet industry accepted standards, and replace filtration equipment as required.

j. Maintain records of inspections in a form acceptable to the Airport Director and provide copies to the Airport Director upon request.

k. Provide safety facilities and adopt safety and training standards for personnel engaged in fueling operations as may be reasonably established by the City as a part of the certification requirements imposed upon the City by applicable Federal Aviation Administration Regulations.

l. The Lessee's failure to observe the provisions of this Article 5.8 shall be considered a material breach of this Lease thereby subject the Lessee's use of the fuel farm facility on the Premises and the Airport fuel farm facility to termination pursuant to Article 27 of this Lease.

ARTICLE 6 - INGRESS AND EGRESS

The Lessee shall have the right of ingress and egress to and from the Premises and the common areas of the Airport for the Lessee, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the Lessee. The Lessee shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The Lessee shall obtain the approval of the Airport Director prior to the use of any Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the Premises for trucks or any other vehicle.

ARTICLE 7 - PARKING AND STORAGE

The Lessee, at all times, shall park all vehicles used in connection with the Lessee's operations wholly on the Premises. Outdoor storage of the Lessee's personal property, trailers, campers, boats, snowmobiles, all terrain vehicles, motorcycles, any other motor vehicles, irrespective of operating condition or license status, and any other property not attached to a building or the ground, is strictly prohibited.

ARTICLE 8 - AIRCRAFT LIST

The Lessee shall provide the City Airport Director with a list of the aircraft N-numbers and types stored in the hangar, together with the names, addresses and telephone numbers for each aircraft owner, lessee or manager.

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The Lessee, at Lessee's expense, shall at all times be responsible for the care, maintenance and repair of the Premises, including the Improvements thereon, whether preexisting or placed thereon by the Lessee, whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this

Lease. The Lessee, at Lessee's expense, shall at all times:

- a. Keep the Premises, the Improvements and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the Premises all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the Lessee to the paving or other surface of the Premises or the Airport, including any damage caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the Premises not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the Premises.
- f. Maintain the Improvements and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.
- g. Be responsible for any environmental cleanup required by any act or omission of the Lessee or Lessee's employees, sublessee, invitees or agents, or arising out of Lessee's operations on the Premises or at the Airport.
- h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.
- i. Be responsible for repair and maintenance of aprons on the Premises.

9.2 TIME REQUIREMENTS FOR REPAIRS. The Lessee shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the Premises, including the Improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the Premises, including the Improvements. As used herein, minor damage shall be damage to the Premises or the Improvements which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the Premises or the Improvements which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The Lessee, for good cause, may request from the Airport Director an extension of time to complete repairs. Any such extension shall be granted at the sole discretion of the Airport Director. Notwithstanding the above, emergency repairs shall be conducted by the Lessee as soon as possible when required to preserve the Premises and the Improvements.

9.3 LESSEE'S FAILURE TO MAINTAIN. The Lessee's failure to care for, maintain and repair the Premises or the Improvements within thirty (30) days following the

receipt of written notice from the City describing the failure to care for, maintain and repair and any demand for curative action, or in the event the Lessee, upon commencement of curative action, fails to diligently continue to complete the curative action required by the City shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In addition, the City may, at its option, and in addition to any remedies otherwise available to it, enter the Premises or the Improvements without such entering causing or constituting a cancellation of this Lease or an interference with the Lessee's possession, and care for, maintain or repair all or any part of the Premises or the Improvements which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the Lessee shall pay the City, upon written demand, all sums incurred by the City to care for, maintain or repair the Premises or the Improvements together with interest at the rate of eighteen percent (18%) per year from the date of the City's written demand for payment until paid. The Lessee's failure to pay the City, upon written demand, all sums incurred by the City plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the City undertake any work hereunder, the Lessee waives any claims for damages, consequential or otherwise, against the City as a result therefrom, except claims for damages arising from the City's negligence. The foregoing shall in no way affect or alter the continuing obligations of the Lessee as set forth in this Lease and shall not impose or be construed to impose upon the City any obligation to care for, maintain or repair the Premises or the Improvements.

ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the City and the Lessee, the Lessee, at Lessee's cost and expense, shall paint the exterior of its building within five (5) years of the execution of this Lease. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

The Lessee agrees to and shall permit the City, the State of Wisconsin and the United States Government to send their representatives and employees onto the Premises and any Improvements thereon, for the purpose of an inspection thereof. In nonemergency situations, the Lessee shall be provided with reasonable advance notice of an inspection if the Lessee is available to receive such notice.

ARTICLE 12 - GOVERNMENTAL REGULATIONS

12.1 LAWS, RULES, REGULATIONS AND ORDERS. From time to time, the City may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The Lessee agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted

or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

12.2 SAFETY. The Lessee shall provide all necessary safety equipment and apparatus in and on the buildings and structures as required by federal, state and local laws, rules and regulations. The Lessee agrees to observe and obey all applicable federal, state and local safety related laws, rules or regulations with respect to use and operation of the Premises and the Improvements and to require the Lessee's officers, agents, employees, sublessee, contractors, and suppliers to obey the same. The City reserves the right to deny access to the Airport and its facilities to the Lessee or any person, firm, party or corporation that fails or refuses to comply therewith. In the event of any conflict or inconsistency in laws, rules and regulations, the order of priority thereof shall be federal, state and then local.

12.3 LICENSES, CERTIFICATES AND PERMITS. The Lessee, at Lessee's expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the City, having jurisdiction over the Premises, the Improvements, or the Lessee's operations at the Premises.

12.4 TAXES AND FEES. The Lessee shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the Premises, the Improvements, or the Lessee's operations hereunder, and shall make all applications, reports and returns required in connection therewith. The Lessee shall pay when due all stormwater management fees imposed on the Premises.

ARTICLE 13 – UTILITIES

The Lessee shall pay for all utilities furnished to the Premises including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The Lessee will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other City property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the City requires all utility pipes, wires and conduits to be underground. The Lessee will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The City shall allow the providers of all utilities reasonable access to the boundaries of the Premises for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The Lessee, at no charge, shall permit the City to place such regulatory signs on the Premises as the City shall deem appropriate at the City's expense, but under no conditions

shall said signs be attached to any building or structure of the Lessee without the Lessee's advance written permission. The Lessee shall not place or erect any signs on or about the Premises or the Improvements without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The Lessee shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at Lessee's expense. The Lessee shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the Premises. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the Premises, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The Lessee, at Lessee's expense, shall be responsible for removal of snow from the Premises. The City shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The City shall incur no liability to the Lessee by reason of any failure on the part of the City to meet its snow removal obligations when the City has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The City covenants and agrees, so long as the Lessee shall duly and punctually perform and observe all the terms and conditions of this Lease, that the Lessee shall peaceably and quietly have, hold and enjoy the Premises, subject to the right of the City to use and inspect the Premises, and to exercise any other rights provided and reserved to the City pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The City, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at Lessee's expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the Premises or the Improvements, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the City, be necessary or advisable, and use the Premises for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the City shall not unreasonably interfere with the use and occupancy of the Premises or the Improvements by the Lessee. It is specifically understood and agreed that the reservation of such rights by the City pursuant to this Article 18 shall not impose or be construed to impose upon the City an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the Premises or the Improvements.

ARTICLE 19 - CITY RESERVATION OF RIGHTS
FOR PROTECTION OF PREMISES

The City reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the City sees fit together with the right to take any action the City considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The City may prevent the Lessee from erecting or permitting the erection of any Improvements on the Premises which, in the City's opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The City shall not be liable to the Lessee for money damages arising out of any interruption in the Lessee's use or enjoyment of the Premises or the Improvements by reason of any damage to the Premises or the Improvements, unless such damage is the result of an action by a City employee or agent performing a duty or task for the City, and, in that event, the City shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the Premises is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The Lessee's obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the Premises or the Improvements resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the Lessee cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the Lessee cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the Lessee cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the City shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be

decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the City as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. The Lessee shall provide the City with an additional insured endorsement certifying that the City is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the Lessee shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The City reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the Lessee whenever the Airport Minimum Standards covering the Lessee’s operations are enacted which adopt or increase the minimum insurance requirements, and the Lessee shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the City in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 23 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the Lessee in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the Term of this Lease:

- a. Commercial General Liability
\$1,000,000 Each Occurrence and \$1,000,000 per passenger seat having the following coverages:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- b. Automobile Liability
\$1,000,000 Single Limit each accident for death and bodily injury and \$500,000 single limit each accident for property damage having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles

- c. Worker's Compensation: Statutory Limits
 - 1. Employer's Liability
 - \$100,000 Each Accident
 - \$100,000 Disease, Each Employee
 - \$500,000 Disease, Policy Limit

- d. Environmental Liability (where aviation fuel or other petroleum product is dispensed on the Premises, or the Airport fuel farm) \$1,000,000 Each Occurrence, including third party bodily injury and property damage protection and resulting cleanup as a consequence of fuel spill, overfill, leak accident or other event from underground/aboveground storage tanks or fueling or petroleum dispensing trucks.

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The Lessee shall procure and maintain during the Term of this Lease insurance protection on all Improvements on the Premises to the extent of one hundred (100%) percent of the insurable replacement value of the Improvements. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The Lessee, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable Improvements exist on the Premises at the commencement of this Lease, the Lessee shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the

Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the Lessee shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the Lessee shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the Lessee fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the City, in addition to any other remedies available to it, may obtain such insurance coverage and charge the Lessee for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the Lessee to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the Lessee to obtain and maintain the insurance required by this Article 24 shall not relieve the Lessee from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the Lessee in Article 25.

24.4 DAMAGE ELECTION BY LESSEE. Should any Improvements on the Premises, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the Lessee shall have the election of repairing or reconstructing the Improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the Improvements. The Lessee shall notify the City of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 LESSEE'S OBLIGATIONS. Except as otherwise provided in Article 20 of this Lease, in the event of damage or destruction to Improvements on the Premises, the City shall have no obligation to repair, replace or rebuild the Improvements or any fixtures, equipment or other personal property installed by the Lessee on the Premises pursuant to this Lease. Nothing contained herein shall be deemed to release the Lessee from any of the Lessee's repair, maintenance or rebuilding obligations under this Lease.

24.6 ABATEMENT OF RENT. In the event the Lessee elects to repair, replace or rebuild the Improvements, during the period thereof, the rent shall be proportionately abated from the date of loss until the Improvements are repaired, restored or rebuilt, provided the Lessee does not use the damaged Premises, with or without Improvements, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the City. The Lessee agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the Lessee's control.

24.7 RESTORATION OF PREMISES. In the event the Lessee elects not to repair, replace or rebuild the damaged Improvements, the Lessee shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot

below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the Lessee's and the City's unaccrued obligations hereunder shall cease. If the Lessee does not elect to repair, replace or rebuild the damaged Improvements within the above referenced one hundred twenty (120) day period of time, the Lessee shall be deemed to have elected not to repair, replace or rebuild the damaged Improvements, and the City may elect to restore the Premises to their original condition and elevation at the cost and expense of the Lessee, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The Lessee does hereby agree that it will, at all times, during the Term of this Lease, indemnify, defend, and hold harmless the City, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the Premises, the Improvements, or as a result of any operations, works, acts or omissions performed on the Premises, the Improvements, or on the Airport by the Lessee, its officers, employees, sublessee, contractors, subcontractors, agents, invitees or permitted users, or resulting from the Lessee's failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the Premises or the Improvements thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the City, the Airport Commission, or any of their officers or employees. Upon the filing with the City of a claim for damages arising out of any incident(s) which the Lessee herein agrees to indemnify, defend, and hold the City and others harmless, the City shall notify the Lessee of such claim, and in the event that the Lessee does not settle or compromise such claim, then the Lessee shall undertake the legal defense of such claim both on behalf of the Lessee and the City. It is specifically agreed, however that the City, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the City, the Airport Commission, or any of their officers or employees for any cause for which the Lessee is liable hereunder, shall be conclusive against the Lessee as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 - ASSIGNMENT/SUBLEASE

The Lessee may sublease all or a portion of this Lease to AVP/Kenosha Aviation, LLC, a Wisconsin limited liability company, for the purpose of operating the Premises as a Fixed Base Operator pursuant to Article 5.1 of this Lease. The Lessee shall provide a copy of the sublease with AVP/Kenosha Aviation, LLC to the Airport Commission and the City. Notwithstanding the foregoing, the Lessee may not assign or sublease the fuel farm facility on the Premises or its fuel tanks at the Airport fuel farm separately from an approved assignment or sublease of this entire Lease. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the City. Any unauthorized assignment or

sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the Lessee under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the Lessee to provide the Airport Director Fuel delivery invoices pursuant to Article 3.3, or to pay the Tank Fee or Fuel Fee pursuant to Articles 3.2 and 3.3 shall at the option of the City subject the Lessee's fueling privileges or this entire Lease to termination. Failure on the part of the Lessee to pay any other sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Lessee shall have twenty (20) days following its receipt of written notice from the City to pay any of the sums due and owing under the terms and conditions of this Lease prior to the termination of fueling privileges or termination of this Lease all as provided for under this Article 27. Lessee shall have thirty (30) days following its receipt of written notice from the City to cure any other breach of the terms and conditions of this Lease to the satisfaction of the City prior to termination of fueling privileges or termination of this Lease all as provided for under this Article 27. In the event the Lessee's breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the City and the Lessee acts within said thirty (30) days with due diligence to cure the breach, then the Lessee shall not be deemed in default as long as the Lessee is acting diligently to cure the breach. In the event the Lessee fails to cure any breach within the time provided, the City, in addition to all other rights and remedies available to the City at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the Premises and remove all persons and property and the City shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the Lessee shall have the option subject to the approval of the Airport Commission and the Common Council of:

- a. Transferring all Improvements to a third party at fair market value subject to such third party entering into a new lease with the City;
- b. Surrendering the Premises and all Improvements to the City at no cost to the City; or,
- c. Removing all Improvements from the Premises within one hundred twenty (120) days of termination of this Lease. The Lessee shall be responsible for any damage to the Premises occurring in the course of such removal.

The City shall be entitled to collect from the Lessee all attorneys fees and

expenses incurred by the City in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the City.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the Premises and the Improvements shall revert to the City without further action of the Common Council. In the event the Lessee ceases to exist, terminates its operations, or discontinues use of the Premises or the Improvements for six (6) months, this Lease shall be subject to termination by the City, absent a duly authorized and approved assignment or release of this provision by the City. Upon such termination, the Premises and the Improvements shall revert to the City without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the Lessee hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the Lessee agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the Lessee and if against the Lessee, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the Lessee is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the Lessee is a party, with authority to take possession or control of the Premises or the Improvements of the business conducted thereon by the Lessee, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the Lessee and City shall, at its discretion, have the right, without notice or entry or other action, to terminate this Lease and all rights of the Lessee, and all persons and parties claiming under the Lessee, in and to the Premises and the Improvements.

ARTICLE 30 – NONDISCRIMINATION

30.1 In the event Improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such Improvements and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The Lessee agrees that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the Improvements contrary to federal, state or local law, rule or regulation.

30.3 The Lessee agrees that in the construction of any Improvements on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.4 The Lessee agrees that the Premises and the Improvements shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.5 The City reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the Lessee, a breach of which, continuing after notice by the City to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.6 The Lessee shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the Lessee operates any Improvement at the Premises and shall include thereon a provision granting the City a right to take such action as the United States may direct to enforce such agreement.

30.7 The Lessee shall indemnify, defend, and hold harmless the City and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the Lessee's noncompliance with any of the provisions of this Article 30 and the Lessee shall reimburse the City for any loss, expense or attorney fees incurred by reason of the Lessee's noncompliance.

30.8 The Lessee assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The Lessee assures that it will require that covered suborganizations provide assurances to the Lessee that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 – CONTRACTORS

Contractors of the Lessee shall comply with all applicable federal, state and local laws, rules and regulations applicable to the Premises and the Improvements.

ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the Parties and be binding upon their successors.

ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the Parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the City or the Lessee in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The Parties agree that each Party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one Party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the City.

ARTICLE 37 - TIME OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the Parties is to be by certified mail with return receipt or by personal service addressed to the Lessee or the City as the

case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to Lessee: Alan S. Kubicka, Manager
9894 Properties LLC
525 Elm Street
Winnetka, IL 60093

Copy to: Larry Borchardt
9894 Properties LLC
9894 52nd Street
Kenosha, WI 53144

If to City: City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to: Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

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

ARTICLE 39 – AUTHORITY

The City enters into this Lease by authorization of action taken by the Airport Commission on the ____ day of _____, 2016, and by action taken by the Common Council on the ____ day of _____, 2016. This Lease is expressly conditioned upon the sale and closing of existing airport hangar and fuel farm on the Premises by October 31, 2016 between 9894 Properties LLC and Frank A. Allseits Corporation, the payment to the City of all sums due and owing under the existing Lease by Frank A. Allseits Corporation, and the execution of such documents deemed necessary by the City to terminate the existing Lease of Frank A. Allseits Corporation for the Premises.

The Lessee represents to the City that the Lessee is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of 9894 Properties LLC have timely taken place.

9894 PROPERTIES LLC
a Wisconsin limited liability company

BY: Alan Kubicka
ALAN S. KUBICKA, Manager

Date: 9/20/2016

STATE OF)
) :SS.
COUNTY OF)

Personally came before me this 20th day of September, 2016, Alan S. Kubicka to me known to be the Manager of 9894 Properties LLC, and acknowledged to me that he executed the foregoing instrument as the agreement of said limited liability company, by its authority.

Blair M. Henderson
Print Name: Blair M. Henderson
Notary Public, Cook County, Ill.
My Commission expires/is: 4/24/16



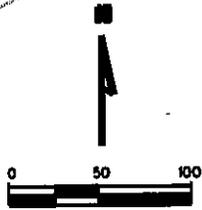
Drafted By:
JONATHAN A. MULLIGAN
Assistant City Attorney

EXHIBIT A

NOTE:
DESCRIPTION WRITTEN FROM EXISTING MAPPING
NO FIELD VERIFICATION HAS BEEN DONE

NE CORNER
SECTION 32
T2N, R22E

S02°41'35"E
652.17'



WEST APRON

S87°18'25"W 4042.78

P.O.B.

N62°21'00"E
150.00'

S27°39'00"E
110.00'

N27°39'00"W
110.00'

S62°21'00"W
150.00'

N02°41'35"W
2650.33'

E 1/4 CORNER
SECTION 32
T2N, R22E

HANGAR LEASE DESCRIPTION

DESCRIPTION: Part of the NW 1/4 of Section 32, T2N, R22E,
City of Kenosha, Kenosha County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of said section 32;
Thence S82°41'35"E, along the east line of the northeast quarter of section 32, 652.17 feet;
Thence S87°18'25"W, 4042.78 feet to the point of beginning of the lands hereinafter described;
Thence S27°39'00"E, 110.00 feet;
Thence S62°21'00"W, 150 feet;
Thence N27°39'00"W, 110.00 feet;
Thence N62°21'00"E, 150 feet; to the point of beginning, containing 16,500 square feet of land, more or less



Mead & Hunt, Inc.
2440 Deming Way
Middleton, Wisconsin 53562
Phone: 608-273 6380

KENOSHA REGIONAL AIRPORT
Hangar No. 9940

8/3/2016
Sheet 1 of 1
Job No. 11081-00-05001

9940.dgn

AGREEMENT OF SUBLEASE

This Agreement of Sublease ("Agreement") is made the 1st day of November, 2016 by and between 9894 Properties LLC, a Wisconsin limited liability company, ("Sublessor"), and AVP/Kenosha Aviation LLC, a Wisconsin limited liability company, ("Sublessee").

BACKGROUND

A. By that certain Lease dated October ___, 2016 (the "Lease"), between the City of Kenosha, Wisconsin, a municipal corporation ("Landlord"), as landlord, and Sublessor, as tenant, Sublessor leased from Landlord approximately 16,500 square feet of land, including one underground 10,000 gallon fuel tank (the "Premises") located at 9940 52nd Street, Kenosha, Wisconsin (the "Property"), as more particularly described in the Lease, at the rental and upon the terms and conditions set forth in the Lease.

B. Sublessor desires to sublease the Premises to Sublessee to operate as a fixed based operator ("FBO") upon the terms and conditions set forth herein.

Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the meanings established the Lease.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Sublessor's Representations. In order to induce Sublessee to enter into this Sublease, Sublessor represents and warrants to Sublessee that: (a) the Lease comprises the entire understanding and agreement of Landlord and Sublessor with respect to the Premises, and (b) neither Landlord nor Sublessor is in default under the Lease, and there exists no state of facts and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by either Landlord or Sublessor under the Lease.

2. Sublease. Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the Premises for the period commencing November 1, 2016 ("Commencement Date") and ending on October 31, 2041 ("Expiration Date") upon the terms and conditions set forth herein and at all times subject to the Lease. Sublessee, for the benefit of Sublessor and Landlord, hereby agrees that the Lease is incorporated herein by reference, and Sublessee agrees further to be bound by all of the terms, covenants and conditions on the part of "Lessee" to be done, performed and observed under the Lease with respect to the Premises. Notwithstanding the Expiration Date established in the preceding sentence, this Agreement shall, unless Landlord elects otherwise, terminate immediately upon the termination or expiration of the Lease.

3. Use. It is the intention of Sublessor and Sublessee that Sublessee shall operate a Fixed Based Operation in accordance with the requirements of the Kenosha Regional Airport and the Federal Aviation Regulations, using the Premises. Accordingly, Sublessee assumes all responsibility to maintain proper licenses and authorizations, and to at all times comply with applicable requirements, including those set forth in the Lease, in order to conduct such Fixed

Based Operation. Failure by Sublessee at any time to maintain proper authority to conduct such Fixed Based Operation shall result in termination of this Sublease upon written notice from Sublessor, which is not cured within 30 days after receipt of such notice.

4. Rent.

4.1 Sublessee shall pay Sublessor an annual rental equal to the Rent described in the Lease, payable at the times set forth in the Lease, at the office of Sublessor or such other place as Sublessor may designate, without any set off, counterclaim or deduction whatsoever. However, if Sublessor is entitled to rent abatement under the Lease due to casualty, then such abatement shall be extended to Sublessee.

4.2 The rent described in Section 4.1 shall be adjusted, from time to time, by the amount of any increase in the rent which Sublessor pays to Landlord in accordance with Article 3 of the Lease.

4.3 Sublessee shall be responsible for and shall timely pay to Landlord the annual property taxes billed to the Premises, and each of the charges described in the Lease for the FBO Operation, including Fuel Flowage Fees, and Fuel Farm Facility Fees.

5. Operating Expenses.

5.1 Sublessee shall be responsible for all of the care, maintenance and repair of the Premises, as well as all maintenance charges and operating expenses charged by Landlord to the Sublessor. Sublessee shall also pay all utility charges described in Article 13 of the Lease.

5.2 Sublessee shall be responsible for and shall perform all maintenance and repair and on termination of this Sublease, the Premises shall be returned to Sublessor in good condition and repair, ordinary wear and tear excepted.

6. Services. Sublessee shall look solely to Sublessor for all services to be rendered to Sublessee under the Lease.

7. Insurance.

Sublessee, at its sole expense, shall maintain for the benefit of Sublessor and Landlord, such policies of insurance (and in such form) as are required by the Lease with respect to the Subleased Premises, which policies shall be reasonably satisfactory to Sublessor and Landlord as to coverage and insurer. Each such policy shall name Sublessor and Landlord as additional insured parties.

8. Hold Harmless. Neither Sublessor nor Sublessee shall do or cause to be done, or suffer or permit any act or thing to be done, which may cause the Lease or the rights of Sublessor or Sublessee to be canceled, terminated, forfeited or prejudiced or which may make the other party liable for any damages, claims, fines, penalties, costs or expenses thereunder. Each of the Sublessor and Sublessee shall indemnify and save harmless the other from all suits, actions, judgments, damages, claims, liabilities, awards, losses, fines penalties, costs, charges and expenses, including attorneys fees, that either may sustain by reason of the other's failure to perform the terms of this Agreement or the Lease or by reason of the breach by the other of any of the terms, covenants or conditions of this Agreement or the Lease except those arising out of the negligent acts or omissions of the party being indemnified.

9. Defaults. The provisions of the Lease relating to defaults and remedies are incorporated herein by reference as a separate paragraph of this Agreement and, for purposes of determining the parties' defaults and remedies hereunder, said provisions shall apply between Sublessor and Sublessee reading "Landlord" to mean Sublessor and "Lessee" to mean Sublessee.

10. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

11. Notices. Whenever it shall be necessary or desirable for either party to this Agreement to serve any notice or demand on the other party, such notice or demand shall be served by personal delivery or by certified mail, return receipt requested, or by overnight courier (such as Federal Express), next day delivery, addressed to the Premises. Each party shall provide to the other copies of all notices received by each from Landlord.

12. Amendments. No amendments shall be made to this Agreement without the prior written approval of Landlord in accordance with the terms of the Lease.

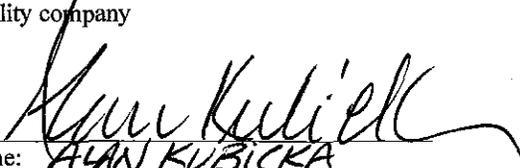
13. Counterparts. This Agreement may be executed in counterparts.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Agreement of Sublease as of the date first above written.

SUBLESSOR:

9894 PROPERTIES LLC, a Wisconsin limited liability company

By: 

Name: ALAN KUBICKA

Title: Manager

SUBLESSEE:

AVP/ KENOSHA AVIATION LLC, a Wisconsin limited liability company

By: 

Name: ALAN KUBICKA

Title: Manager

SHELLY BILLINGSLEY, MBA, PE

Director of Public Works
sbillingsley@kenosha.org
625 52nd Street, Room 305
Kenosha, WI 53140

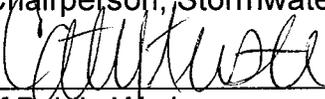


CATHY AUSTIN, PE

Deputy Director of Public Works/City Engineer
caustin@kenosha.org
T: 262.653.4050
F: 262.653.4056

October 6, 2016

To: Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE 
Deputy Director of Public Works

Subject: Permanent Storm Sewer and Detention Pond Easement and Agreement between O'Reilly Automotive Stores, Inc. and the City of Kenosha

BACKGROUND INFORMATION

Staff has worked with the City Attorney's office on the agreement.

RECOMMENDATION

Staff recommends approval.

CMA/kjb



Document Number	PERMANENT STORM SEWER AND DETENTION POND EASEMENT AND AGREEMENT BETWEEN O'REILLY AUTOMOTIVE STORES, INC. AND THE CITY OF KENOSHA
	Document Title

This space is reserved for recording data

Return to:

Office of the City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, WI 53140

06-123-07-328-008
Parcel Identification Number

PERMANENT STORM SEWER AND DETENTION POND
EASEMENT AND AGREEMENT

Between

O'REILLY AUTOMOTIVE STORES, INC.
A Missouri Corporation

And

THE CITY OF KENOSHA
A Municipal Corporation

This Permanent Storm Sewer and Detention Pond Easement and Agreement (“Easement and Agreement”) effective as of the last date of execution is entered into between O'Reilly Automotive Stores, Inc., a Missouri corporation with offices located at 233 S. Patterson Avenue, Springfield, Missouri, 65802 (“Grantor”), and the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 (“Grantee”).

Grantor is the owner of the real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, and State of Wisconsin, hereinafter referred to as the “Real Estate.”

Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions below provided, does hereby grant to Grantee and Grantee’s authorized agents and employees a non-exclusive permanent easement, in, to and under and across that certain portion of the Real Estate legally described and shown on Exhibit B (the “Easement Area”) to install, construct, expand, reconstruct, repair, remove, replace, inspect, and maintain, storm sewer, stormwater ponds and appurtenances as described in the Conditional Use Permit, the approved Stormwater Management Plan, and the Stormwater Drainage Facilities Maintenance Agreement , copies of which are on file with the City of Kenosha Department of Community Development and Inspections and the Department of Public Works, all of which is hereafter referred to as the “Permitted Work”, for the purposes of conveying and detaining storm sewerage over, across, through, and under the Real Estate, together with the right to, within the Easement Area, excavate and refill ditches and/or trenches, install appurtenances, and the further right to, within the Easement Area, remove, cut or trim trees, shrubs, bushes, plants, undergrowth, fences, pavement or any other improvements, structures and obstructions interfering with the Permitted Work. Grantor will not push, plow or deposit snow, ice, or debris within the Easement Area.

Grantor shall have and retain all other rights not granted to Grantee to the use and occupancy of

the Easement Area, provided that, except as set forth in the plans approved as part of the Conditional Use Permit, no improvements, structures, landscaping or pavement shall be erected or placed over or upon the Easement Area without the advance, written approval of the Director of Public Works of the City of Kenosha, and then subject to reasonable conditions, such as, but not limited to, replacement or removal of authorized improvements at the cost of Grantor, when required by Grantee. Unauthorized improvements on the Easement Area by Grantor are subject to removal by Grantee.

For the purpose of performing Permitted Work, Grantee shall have the right, upon reasonable notice to Grantor, except in case of emergency in which event Grantee shall provide such notice to Grantor as Grantee is reasonably able to provide under the circumstances, to enter and pass over the Real Estate in order to use the Easement Area and the lands of Grantor reasonably adjacent thereto for the temporary transportation, laying down and storage of materials, backfill, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the Permitted Work. Upon completion of Permitted Work, restoration of the Easement Area by the Grantee shall be limited to backfilling ditches and/or trenches, topsoil, seeding and debris removal. Upon completion of Permitted Work, Grantor, at Grantor's cost and expense, shall be responsible for all other restoration, including restoration of any landscaping, fencing, concrete and asphalt surfaces, or other improvements, structures, or pavement within the Easement Area and surrounding property to the condition prior to such Permitted Work.

This Easement and Agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto. Nonuse or limited use of the easement rights granted in this Easement and Agreement shall not prevent later use of the easement to the fullest extent authorized in this Easement and Agreement and re-recording of this Easement and Agreement as a result thereof shall not be required. This Easement and Agreement shall not take effect until it is fully executed by the Grantor and Grantee. Each person who executes this Easement and Agreement certifies that they are acting within the scope of their respective authority in doing so.

This Easement and Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Grantor, Grantee and their respective successors and assigns shall have all rights to enforce this Easement and Agreement at law or in equity.

Signature pages follow

GRANTEE:

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
John M. Antaramian, Mayor

Date: _____

BY: _____
Debra Salas, City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, John M. Antaramian, Mayor, and Debra 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 of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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

DRAFTED BY:
Jonathan A. Mulligan
Assistant City Attorney
City of Kenosha
625 52nd Street, Room 201
Kenosha, Wisconsin 53140

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

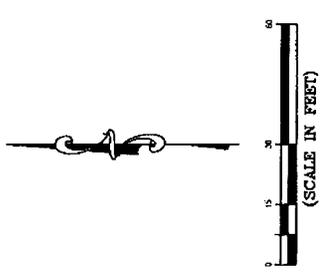
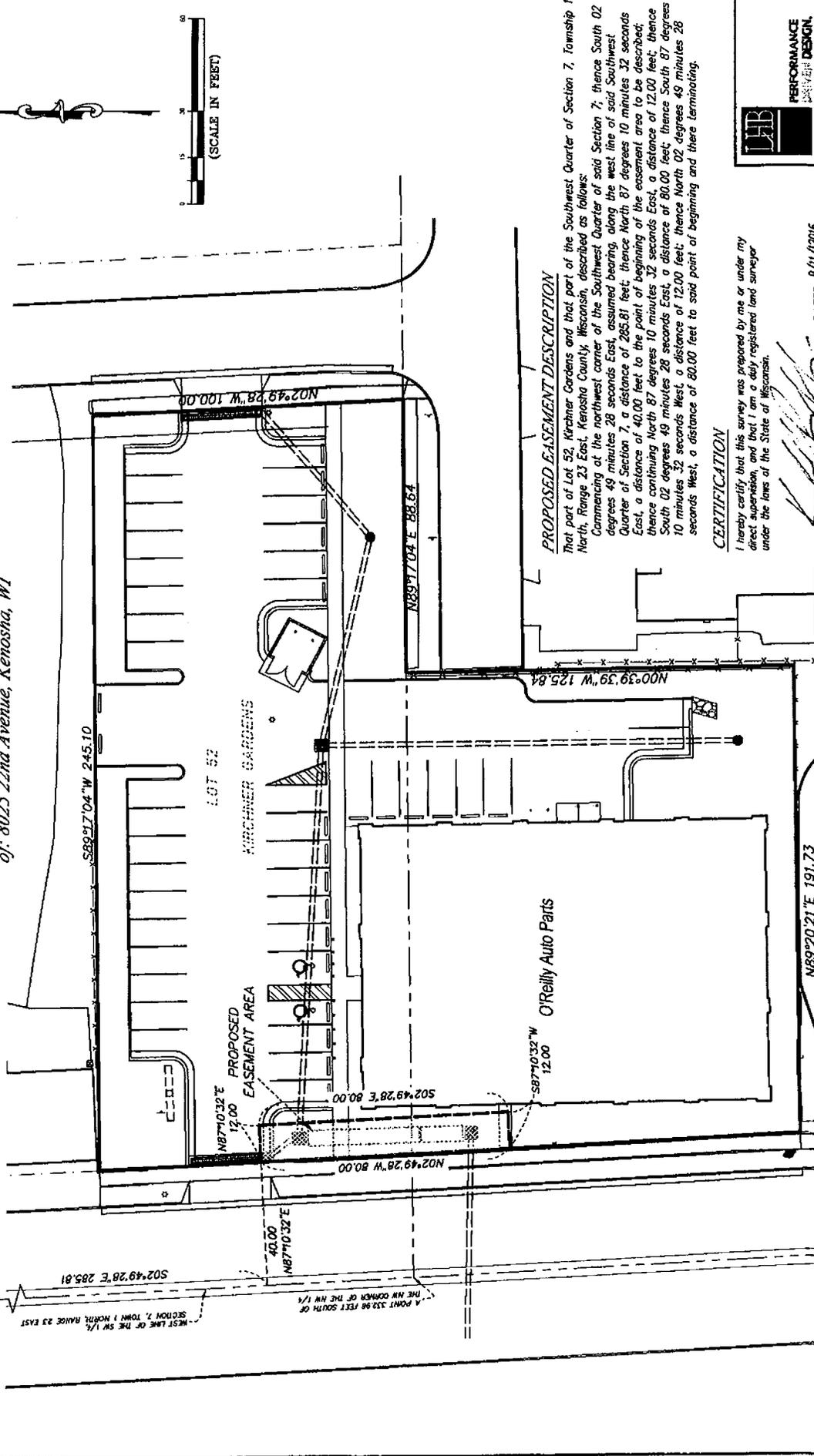
Lot 52 of Kirchner Gardens and that part of the Southwest Quarter of Section 7, Township 1 North, Range 23, East, Kenosha, County, Wisconsin, described in Document Number 1265661, recorded with the Kenosha County Register of Deeds on April 29, 2002, and further described by metes and bounds as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 7; thence South 02 degrees 49 minutes 28 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 332.96 feet to the point of beginning; thence continuing South 02 degrees 49 minutes 28 seconds East, along said west line, a distance of 125.74 feet; thence North 89 degrees 20 minutes 21 seconds East, parallel to the center of 81st Street, a distance of 191.73 feet; thence North 00 degrees 39 minutes 39 seconds West, a distance of 125.84 feet, more or less, to the south line of said Lot 52 of Kirchner Gardens; thence North 89 degrees 17 minutes 04 seconds East, a distance of 88.64 feet, along said south line, to the southeast corner of said Lot 52; thence North 02 degrees 49 minutes 28 seconds West, a distance of 100.00 feet, to the northeast corner of said Lot 52; thence South 89 degrees 17 minutes 04 seconds West, a distance of 245.10 feet, to the northwest corner of said Lot 52; thence South 02 degrees 49 minutes 28 seconds East, a distance of 100.00 feet, to the southwest corner of said Lot 52; thence South 89 degrees 17 minutes 04 seconds West, a distance of 40.03 feet to said point of beginning and there terminating.

EASEMENT DESCRIPTION SKETCH

Prepared For: O'REILLY AUTOMOTIVE STORES, INC
of: 8025 2nd Avenue, Kenosha, WI

NW CORNER OF THE SW 1/4
SEC. 7, TOWNSHIP 1 N, RANGE 22 E
(POINT OF COMMENCEMENT)



PROPOSED EASEMENT DESCRIPTION

That part of Lot 52, Kirchner Gardens and that part of the Southwest Quarter of Section 7, Township 1 North, Range 23 East, Kenosha County, Wisconsin, described as follows:
Commencing at the northwest corner of the Southwest Quarter of said Section 7; thence South 02 degrees 49 minutes 28 seconds East, a distance of 285.81 feet; thence North 87 degrees 10 minutes 32 seconds East, a distance of 40.00 feet to the point of beginning of the easement area to be described; thence continuing North 87 degrees 10 minutes 32 seconds East, a distance of 12.00 feet; thence South 02 degrees 49 minutes 28 seconds East, a distance of 80.00 feet; thence South 87 degrees 10 minutes 32 seconds West, a distance of 12.00 feet; thence North 02 degrees 49 minutes 28 seconds West, a distance of 80.00 feet to said point of beginning and there terminating.

CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly registered land surveyor under the laws of the State of Wisconsin.

[Signature]
Rufe J. Ruddy, WI Lic. No. 2987

DATED: 9/11/2016

N89°20'21"E 191.73

NOTE: The improvements within the subject property and shown hereon are proposed as of the date of this description sketch

SHELLY BILLINGSLEY, MBA, PE

Director of Public Works
sbillingsley@kenosha.org
625 52nd Street, Room 305
Kenosha, WI 53140

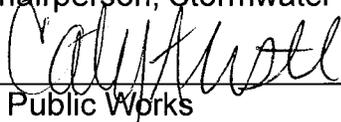


CATHY AUSTIN, PE

Deputy Director of Public Works/City Engineer
caustin@kenosha.org
T: 262.653.4050
F: 262.653.4056

October 6, 2016

To: Jesse Downing, Chairperson, Stormwater Utility Committee

From: Cathy Austin, PE 
Deputy Director of Public Works

Subject: Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and O'Reilly Automotive Stores, Inc.

BACKGROUND INFORMATION

Staff has worked with the City Attorney's office on the agreement.

RECOMMENDATION

Staff recommends approval.

CMA/kjb



STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT BETWEEN THE
CITY OF KENOSHA AND O'REILLY
AUTOMOTIVE STORES, INC.

Document Number

Document Title

Return to:

Jonathan A. Mulligan
Office of the City Attorney
City of Kenosha
625 52nd Street, RM 201
Kenosha, WI 53140

06-123-07-328-008

Parcel Identification Number

STORMWATER DRAINAGE FACILITIES
MAINTENANCE AGREEMENT

Between

THE CITY OF KENOSHA
A Municipal Corporation

And

O'REILLY AUTOMOTIVE STORES, INC.
A Missouri Corporation

This Agreement, effective as of the last date of execution, is entered into between the City of Kenosha, a municipal corporation duly organized and existing under the laws of the State of Wisconsin with offices located at 625 52nd Street, Kenosha, Wisconsin 53140 ("City"), and O'Reilly Automotive Stores, Inc., a Missouri corporation with offices located at 233 S. Patterson Avenue, Springfield, Missouri, 65802, ("Owner"), collectively referred to as the Parties.

WITNESSETH:

Whereas, O'Reilly Automotive Stores, Inc. is the owner of real estate legally described on Exhibit A situated in the City of Kenosha, County of Kenosha, State of Wisconsin, hereinafter referred to as the "Real Estate"; and

Whereas, the City, the Owner, and the Owner's successors and assigns, including any owners' association, agree that the health, safety and welfare of the residents of the City of Kenosha, Wisconsin, require that on-site stormwater drainage facilities as shown on the plans approved as part of the Conditional Use Permit (hereinafter referred to as "Stormwater Management Facilities") be designed, constructed and maintained on the Real Estate to properly manage stormwater runoff in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, and this Agreement; and

Whereas, the City requires that the on-site Stormwater Management Facilities are adequately maintained by the Owner and the Owner's successors and assigns, including any owners' association, in accordance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, and this Agreement.

Now, Therefore, in consideration of the mutual agreements of the Parties, the City and the Owner agree as follows:

1. The Owner and the Owner's successors and assigns, including any owners' association (all together, the "Owner"), shall regularly inspect the Stormwater Management Facilities on the Real Estate as often as conditions require, but in any event at least twice

each year. The Stormwater Inspection and Maintenance Checklist attached to this Agreement as Exhibit B, and by this reference made a part hereof, shall be used for the purpose of the regular inspections of the Stormwater Management Facilities on the Real Estate. The Owner shall keep the Stormwater Inspection and Maintenance Checklist from past inspections, as well as a log of maintenance activity with respect to the Stormwater Management Facilities indicating the date and type of maintenance completed (“Maintenance Log”) for a period of three (3) years following such inspection or maintenance. The Stormwater Inspection and Maintenance Checklist and the Maintenance Log shall be made available upon request to the City Stormwater Utility for review and copying. The purpose of the inspections is to assure safe and proper functioning of the Stormwater Management Facilities on the Real Estate. The inspections shall cover all Stormwater Management Facilities on the Real Estate including, but not limited to, conveyance systems, berms, outlet structures, basin areas and access roads. Any deficiencies shall be noted in the Stormwater Inspection and Maintenance Checklist.

2. The Owner shall adequately maintain all Stormwater Management Facilities on the Real Estate, including, but not limited to, all pipes and channels built to convey stormwater to and from the Stormwater Management Facilities, as well as all structures, improvements and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as keeping the Stormwater Management Facilities in good working condition so that the Stormwater Management Facilities are performing their design functions and are maintained in accordance with the Stormwater Maintenance Standards attached to this Agreement as Exhibit C, hereinafter referred to as “Maintenance Standards”.
3. The Owner hereby grants permission to the City and its authorized agents and employees to enter upon the Real Estate to inspect the Stormwater Management Facilities whenever the City deems necessary to investigate reported deficiencies, respond to complaints, perform corrective actions, and to determine compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, and this Agreement. The Director of the City Stormwater Utility, or designee thereof, shall provide the Owner copies of the inspection findings (“Inspection Reports”), specifically indicating any corrective actions required to bring the Stormwater Management Facilities into compliance with Chapter XXXVI of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, the Conditional Use Permit, and this Agreement, and a directive to commence with corrective actions, if necessary. Corrective actions shall be taken within a reasonable time frame as established by the Director of the City Stormwater Utility.
4. If the Owner fails to maintain the Stormwater Management Facilities on the Real Estate in good working condition such that the Stormwater Management Facilities are not performing their designed control of the quantity and quality of stormwater acceptable to the Director of the City Stormwater Utility, or designee thereof, and does not perform the required corrective actions in the specified time following notice from the Director of the City Stormwater Utility, the City may take one or more of the following actions:

- a. Issue a citation to the Owner under Section 36.13 of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time.
 - b. Perform the corrective actions identified in the Inspection Report and assess the Owner for the cost of such work and all administrative costs associated with performing such work. The cost of such work shall be assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair the Stormwater Management Facilities on the Real Estate, and in no event shall this Agreement be construed to impose any such obligation on the City.
 - c. Revoke the Stormwater Quality Credit and/or Stormwater Quantity Credit as defined in Chapter VIII of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, until the Owner submits a revised Stormwater Inspection and Maintenance Checklist and confirms to the satisfaction of the Director of the City Stormwater Utility that all required corrective actions have been taken.
5. The Owner will perform the work necessary to keep the Stormwater Management Facilities on the Real Estate in good working order, as appropriate. The minimal amount of maintenance required to be performed on the Stormwater Management Facilities shall be in accordance with the Maintenance Standards attached as Exhibit C which may be amended by City from time to time.
 6. In the event City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Owner shall reimburse the City within thirty (30) days of receipt of written demand for payment of all actual costs incurred by the City hereunder. Failure of the Owner to reimburse the City within thirty (30) days shall result in the costs being assessed against the Real Estate as a special charge pursuant to Section 66.0627, Wisconsin Statutes.
 7. Under this Agreement, City assumes no responsibility or any liability in the event the Stormwater Management Facilities on the Real Estate fail to operate properly and Owner shall indemnify, defend and hold harmless City, its officers, employees and agents against any such claims.
 8. This Agreement shall be attached as an exhibit to any document which creates an owners' association that is responsible for maintenance of the Stormwater Management Facilities on the Real Estate, shall be recorded at the Kenosha County Register of Deeds, shall constitute a covenant running with the land, and shall be binding on the Owner and the Owner's successors in interest, including any owners' association. The Owner shall provide the Director of the City Stormwater Utility with a copy of any document which creates an owners' association that is responsible for maintaining the Stormwater Management Facilities on the Real Estate.
 9. All notices, requests, demands and other matters required to be given, or which may be given hereunder, shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, certified, return receipt requested,

postage prepaid, or equivalent private overnight delivery service, addressed to the respective Party at the addresses stated below:

a. Owner:

O'Reilly Automotive Stores, Inc.
Attn: Real Estate – Facilities Maintenance
233 S. Patterson
Springfield MO 65802

With copies to:
O'Reilly Automotive Stores, Inc.
Attn: Legal Department (RE)
233 S. Patterson
Springfield MO 65802

b. City:

City Clerk/Treasurer
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

With copies to:

Director, Stormwater Utility
City of Kenosha
625 52nd Street, Room 305
Kenosha, Wisconsin 53140

and

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

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
11. Nothing contained herein shall be deemed to be a dedication of the Stormwater Management Facilities on the Real Estate to the public. Owner reserves all rights to use the Real Estate for all purposes not inconsistent with the rights granted to the City herein or in any Permanent Storm Sewer and Detention Pond Easement and Agreement by and between the Owner and the City in connection with the Stormwater Management Facilities.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 52 of Kirchner Gardens and that part of the Southwest Quarter of Section 7, Township 1 North, Range 23, East, Kenosha, County, Wisconsin, described in Document Number 1265661, recorded with the Kenosha County Register of Deeds on April 29, 2002, and further described by metes and bounds as follows:

Commencing at the northwest corner of the Southwest Quarter of said Section 7; thence South 02 degrees 49 minutes 28 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 332.96 feet to the point of beginning; thence continuing South 02 degrees 49 minutes 28 seconds East, along said west line, a distance of 125.74 feet; thence North 89 degrees 20 minutes 21 seconds East, parallel to the center of 81st Street, a distance of 191.73 feet; thence North 00 degrees 39 minutes 39 seconds West, a distance of 125.84 feet, more or less, to the south line of said Lot 52 of Kirchner Gardens; thence North 89 degrees 17 minutes 04 seconds East, a distance of 88.64 feet, along said south line, to the southeast corner of said Lot 52; thence North 02 degrees 49 minutes 28 seconds West, a distance of 100.00 feet, to the northeast corner of said Lot 52; thence South 89 degrees 17 minutes 04 seconds West, a distance of 245.10 feet, to the northwest corner of said Lot 52; thence South 02 degrees 49 minutes 28 seconds East, a distance of 100.00 feet, to the southwest corner of said Lot 52; thence South 89 degrees 17 minutes 04 seconds West, a distance of 40.03 feet to said point of beginning and there terminating.

EXHIBIT B

Stormwater Inspection and Maintenance Checklist

Owner: _____	Phone No.: _____			
Parcel No.: _____	Address: _____			
City: _____	State: _____			
Zip: _____	Contact Name: _____			
Date of Inspection (mm/dd/yy): _____	Inspection <input type="checkbox"/> 6 Month <input type="checkbox"/> Other _____			
Time of Inspection	Name of Individual Performing Inspection (please print): _____			
Start: _____				
End: _____				
Weather Conditions during Inspection: _____				
Stormwater Facility Inspection				
Condition	Good	Bad	Requires Maintenance	Notes: (Condition / Corrective Action)
General Site Conditions				
Greenspace				
Curb & Gutter				
Catch Basins				
Stormsewer				
Gutters/Downspouts				
Stormceptor or Equivalent Unit				
Overall Condition				
Lids and Access				
Sediment Level			Sediment Level	
Cleaning Required	Yes	No		Attach Manufacturer's recommendations for cleaning
Wet Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Erosion				
Invasive Plants	Yes	No		
Sediment Level			Sediment Level	
Dredging Required	Yes	No		
Dry Detention Basin				
Outlet Structure Condition				
Next Structure Downstream				
Mowing (Monthly or >6")				
Condition of Plantings				
Condition of Water Plants				
Condition of Basin Bottom				
Erosion				
Invasive Plants	Yes	No		
Sediment Removal				
Excavation Required	Yes	No		
Bioretention Basin				
Overflow Pipe				
Condition of Water Plants				
Vegetation				
Standing Water	Yes	No		
Condition of Plantings				
Is trash evident	Yes	No		

Bioretention Basin (continued)				
Soil Test Bioretention	Yes	No	If Yes when	
			Ph Level	
Sediment Level				
Infiltration Basin/Trench				
Spreader				
Overflow Spillway				
Vegetation				
Standing Water	Yes	No		
50% of basin floor wet 3 days after rainfall	Yes	No		
Are plants at least 5-6 inches	Yes	No		
Has the Basin been burned	Yes	No	If Yes when	
Is trash evident	Yes	No		
Rain Garden				
Weeds	Yes	No		
Condition of Plants			height	
Vegetation				
Standing Water	Yes	No		
Is trash evident	Yes	No		
Dead Plants evident	Yes	No	Mowed When	
Vegetated Swales				
Pesticides and Fertilizers Used	Yes	No		
Mowing Height			height	
Sediment Level				
Erosion	Yes	No		
Litter and Debris	Yes	No		
Proper Drainage	Yes	No		
Vegetated Swales				
Proper Drainage	Yes	No		
Mowing Height			height	
Sediment Level				
Erosion	Yes	No		
Level Spreader Condition				
Underground Storage Systems				
Outlet Structure Condition				
Inlet Pipe Conditions				
Sediment Level	height		% of Area	
Floating debris	Yes	No		
Cracked or Damaged Sections	Yes	No		
Signature of Inspector _____ Date _____				
Signature of Owner _____ Date _____				

EXHIBIT C

Storm Water Maintenance Standards

1. Greenspace: Vegetation shall be maintained to prevent erosion caused by stormwater runoff. An inspection shall be made at least every 6 months. If vegetation is no longer in good condition it shall be replanted.
2. Curb & Gutter: All curb and gutter shall be inspected every 6 months. This inspection shall include the condition of the gutter and the cleanliness of the gutter. This shall be maintained to allow for proper drainage of the area.
3. Storm Sewer: All storm sewers shall be inspected once a year. This inspection shall include the condition of the main line storm sewers to ensure that the system is functioning according to the design requirements.
4. Catch Basins and inlets: All catch basins and inlets shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
5. Gutters and Downspouts: All building's gutters and downspouts shall be inspected every 6 months and periodically cleaned to remove accumulated sediment.
6. Proprietary Device (Stormceptors or equivalent units): All proprietary devices shall be maintained per the manufacturer's recommendations to meet the design criteria. A copy of the manufacturer's recommendations shall be attached to this Exhibit B.
7. Detention Basins – General
 - a. Dry or Wet Detention Basins
 1. Outlet Structure Maintenance: Trash grates shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the trash grate shall be removed and disposed of offsite. If significant debris has passed the trash grates, it will be necessary to lift the grate to remove that debris. If debris passing the trash grate or vandals attempting to plug the outlet is a problem, then revisions should be made in the trash grate. Any time a trash grate needs replacement, the replacement grate must be constructed of stainless steel. Any blockage of the basin outlet must be addressed immediately. Blockage of the lower stages of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged, the entire bottom area of the detention basin will need to be reseeded.
 2. Downstream Stormwater Conveyance: Upon detection of storm water failing to completely drain down to the basin discharge elevation, an investigation shall be made to determine the cause. Any obstruction or sediment buildup in the

downstream pipes or drainage-way must be removed within 30 days and any damage to the basin such as wave terraces or grass die-off due to the water back up shall be repaired.

3. **Mowing:** The grass areas must be mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever occurs first. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
4. **Maintenance of Plantings:** All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
5. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
6. **Invasive plant species:** Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
7. **Use of chemicals:** No fertilizer or weed killer shall be used with the detention basin parcel.
8. **Alterations to the detention basin:** No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

b. **Dry Detention Basins – In addition to the above requirements**

1. Sediment removal: Sediment shall be removed from low flow concrete channels anytime it achieves a depth of greater than three inches or supports vegetation. Dry bottom detention basins shall be examined yearly for excessive sediment buildup; and any deposits that interfere with proper drainage shall be excavated and the area topsoiled and reseeded. At least every ten years a topographic survey of the dry basin, that shows the extent of sedimentation in the detention basin, shall be done and furnished to the City. At such time as the original capacity of the basin is decreased by 5% the bottom shall be excavated to restore the original capacity.
 2. Bottom Condition: Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be re-graded or tiled.
- c. Wet Detention Basins – In addition to the above requirements
1. Mowing: Any vegetation growing at the edge of a permanent pond shall not be mowed since this ruts the edge of the pond and puts debris in the water. Any undesirable vegetation around the permanent pond should be removed mechanically and in accordance with DNR regulations and guidelines.
 2. Control of water plants: Some water plants are desirable as they provide a balance environment for aquatic life and aid in the removal of nutrients from the storm water. Growth along the edge of the pond stabilizes the shoreline against erosion and discourages geese from using the pond. Excessive growth should be controlled by mechanical removal of the plants. Any use of chemicals in the pond must be in conformance with DNR regulations and guidelines and receive prior approval from the Kenosha Stormwater Utility. If the shoreline erodes due to lack of proper stabilization some other means of protection such as the placement of boulders will be required. The control of algae is not a required maintenance item since the objection to algae is mainly based on esthetics.
 3. Sediment removal: Soundings shall be taken every 5 years to determine the amount of sediment deposition. More than 2 feet of sediment in any area shall require excavation of the sediment from that area. If more than 25% of the pond bottom has greater than 1 foot of sediment the entire pond will need to be dredged or excavated to the original elevation.

8. Bioretention Basins:

a. Functional Inspection:

1. Litter and Debris: Basins shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris

within the basin or at the overflow pipe shall be removed and disposed of offsite. Any blockage of the basin outlet must be addressed immediately. Blockage of the outlet structure must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the entire bottom area of the basin will need to be reseeded.

2. Mowing: The grass areas mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. At no time shall the detention basin be mowed when the bottom or side slopes are still soft after recent storage of storm water. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
3. Maintenance of Plantings: All planting of trees and bushes shall be maintained in good condition. An examination of the plantings shall be made each Spring and Fall and any dead trees or bushes replaced at that time. The replacement shall be in kind or with a suitable species approved by the City Forester. All planting shall receive regular watering during the first few years until they become well established. Mulch beds shall be maintained around the plantings to discourage the growth of weeds and to conserve moisture. The area immediately around the plantings shall be kept free of weeds by pulling or weed whipping each time the grass is mowed. Bushes mowed off or tree bark girdled by the mowing equipment shall be replaced by a specimen of similar size.
4. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
5. Invasive plant species: Invasive plant species such as purple loose strife or canary reed grass shall not be allowed to become established in the detention basin. At the detection of such species a control program shall be established and progress in their control shall be included in the yearly report.
6. Soil Inspection: The basin shall have soil tests performed at least every 5 years for pH.
7. Alterations to the Basin: No alterations may be made to the detention basin in the way of grading, additional discharges to the basin, plantings etc without permission from the Storm Water Utility.

9. Infiltration Basins and Infiltration Trenches:

- a. **Functional Inspection:** An infiltration basin/trench shall be inspected and if standing water is observed in over 50% of the basin bottom 3 days after rainfall the basin shall be unclogged. Unclogging options would be to remove the top 2-3 inches, chisel plow, and add topsoil and compost. If deep tilling is used, the basin shall be drained and the soils must be dry at a depth of 8 inches before work may be performed. If turf grass was used and the basin clogs again, then the basin shall be replanted with Prairie style vegetation.
- b. **Mowing:** An infiltration basin/trench shall not be mowed until plants are a height of 10-12 inches if newly planted. Once plants are established they shall be mowed to a height not less than 5-6 inches. Since burning cannot be done, then the basin/trench shall be mowed once in the fall (after Nov. 1).
- c. **Pretreatment:** Inspect pretreatment area for sediment and clean as required.
- d. **Erosion:** Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.

10. Rain Garden

- a. **Weeding:** A rain garden shall be weeded the first couple of years until the plants are well established or as needed to promote plant growth.
- b. **Plant Trimming:** Once the plants are between 4-6 inches in height all tattered plants shall be cut back.
- c. **Dead Plant Removal:** Cut the rain garden to a height of 6-8 inches by use of a mower if able to be raised to that height, a weed-eater or other appropriate equipment to stimulate plant growth.

11. Vegetated Swales

- a. **Pesticides and Fertilizers:** Chemicals shall be used in moderation and only as needed to promote healthy dense vegetation.
- b. **Mowing:** The swale shall be mowed or cut to the height needed for proper function.
- c. **Sediment Removal:** When infiltration rates impeded or sediment is 2 inches. Care shall be taken to ensure that the swale is not being compacted during removal process.

- d. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
- e. Litter and Debris: Swales shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris within the swale shall be removed and disposed of offsite.
- f. Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident with one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.

12. Filter Strips

- a. Mowing: The filter strip shall be mowed or cut to the height needed for proper function approximately 2-3 times per year. The grass areas mowed when the grass reaches a height of 6 inches or monthly during the growing season – whichever is more often. The filter strip shall be mowed only when the soil is firm and is less susceptible to rutting. Any ruts created by mowing shall be graded closed or filled with topsoil, seeded, and covered with a tackifier type mulch within one week of the damage. The type of mower used shall be such that a mulch type grass clipping is produced. Grass cut-only at the ground level, such as with a sickle bar, tends to be carried to the outlet by storm water where it plugs the trash grate.
- b. Bottom Condition: Proper drainage shall be maintained in all dry bottom detention basins to reduce mosquito breeding. No standing water shall be evident within one day of the complete drainage of the basin. Any such poorly drained area will need to be regraded or tiled.
- c. Erosion: Any area bare of suitable vegetation shall, within 30 days of discovery or the onset of suitable weather, have any erosion repaired, filled with three inches of topsoil, seeded, and covered with a tackifier type mulch. On slopes of 10 to 1 or greater the repair shall be covered with turf reinforcement before placement of the top two inches of topsoil.
- d. Level Spreader Maintenance: Level Spreaders shall be examined for debris accumulation after any storm that has significant runoff (observed flow in street gutters). Any debris on the level spreader shall be removed and disposed of offsite. Any blockage of the level spreader must be cleared within 48 hours to avoid substantial die-off of the flooded grass areas. Any time a substantial portion of the grass area becomes damaged the filter strip shall be reseeded.

- e. Sediment Removal: When sediment is accumulated the filter strip shall be regraded and seeded.

13. Underground Detention Facilities

- a. Sediment Removal: Detention Chambers must be cleaned, when it exceeds 5% of the storage area, to remove accumulated trash, sediment and other debris or more often based on manufacturer's recommendations. This debris must be removed from the pipes and not allowed to travel downstream.
- b. Annual Inspections:
 - 1. The Drain Inlets and outlets shall be inspected for debris and obstructions to ensure that runoff can move freely within the facility.
 - 2. Inspect facility for floating debris and sediment buildup.
 - 3. The Detention Chambers shall be inspected to ensure that they are not cracked or damaged and all necessary repairs must be made.

14. Other Devices will be reviewed on a case by case basis.

**DEVELOPMENT GRANT AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 8)**

THIS AGREEMENT is entered into as of this _____ day of _____, 2016 (the "Effective Date"), by the City of Kenosha, Wisconsin (the "City") and Colbert Packaging Corporation, Colbert-Kenosha LLC and Colbert Flexographic Packaging Corporation (each a "Developer Entity" and, collectively, the "Developer").

WITNESSETH:

WHEREAS, as of the Effective Date of this Agreement the property described on Exhibit A and commonly known as 9949 58th Place, Kenosha, Wisconsin (the "Property") is owned by a Developer Entity;

WHEREAS, the Property is located in the City's Tax Incremental District No. 8 (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 B (the "Developer's Improvements");

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

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund a portion of the costs of the Developer's Improvements, as provided below;

NOW, THEREFORE, the City and the Developer, 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.

Each of the Developer Entities 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 the Developer Entities and in executing this Agreement and performing its obligations hereunder:

(a) (i) Colbert Packaging Corporation is a duly formed and existing corporation in good standing under the laws of the State of Illinois.

(ii) Colbert-Kenosha LLC is a duly formed and validly existing limited liability company in good standing under the laws of the State of Illinois.

(iii) Colbert Flexographic Packaging Corporation is a duly formed and existing corporation in good standing under the laws of the State of Illinois.

(b) One of the Developer Entities, namely Colbert-Kenosha LLC, is the fee owner of the Property.

(c) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by each of the Developer Entities, and no other or further acts or proceedings of any of the Developer Entities 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 each of the Developer Entities and constitute the legal, valid and binding agreement and obligation of each of the Developer Entities, enforceable against each of them 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 Developer, threatened against any of the Developer Entities that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

(e) The Developer has sufficient available funds and resources to enable the Developer to complete the Developer's 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 by the City's private financial advisor evidence of its financial resources reasonably sufficient to demonstrate its ability to complete the Developer's Improvements. 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 to the maximum extent permitted under applicable law.

2. UNDERTAKINGS OF THE DEVELOPER.

2.1 Construction of the Developer's Improvements. The Developer shall construct the Developer's Improvements on the Property in accordance with this Agreement. The Developer's 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. 8 Project Plan ("TIF Plan") which is described on Exhibit C.

2.2 Employment Requirements. By no later than December 31, 2017, the Developer shall have a workforce of at least 75 full-time equivalent employees at its facility on the Property with average annual wages per full-time equivalent employee of \$40,000 (excluding all benefits) and by no later than December 31, 2018, the Developer shall have a workforce of at least 100 full-time equivalent employees at its facility on the Property with average annual wages per full-time equivalent employee of \$42,000 (excluding all benefits) adjusted annually thereafter by a percentage equal to the Consumer Price Index (All Urban Consumers), and at all times thereafter shall continue to satisfy such workforce and wage requirements (collectively, the "Employment Requirements") which are set forth and described on Exhibit D-1. For purposes of

determining compliance with the Employment Requirements (a) the number of full-time equivalent employees shall be calculated by dividing the total number of employee hours worked at the facility on the Property by 2080 and (b) “wages” shall mean income as reported in Box 5 of federal Form W-2. Developer shall provide the City with evidence the Employment Requirements annually, no later than March 15 of each year, commencing March 15, 2018. The Developer’s report as to satisfaction of the Employment Requirements shall be in the form set forth on Exhibit D-2 and shall include such supporting information as is necessary to permit the City to verify that the Employment Requirements have been met. The City shall have the right to inspect, and to have its independent accountants or other consultants inspect, the books and records of the Developer to the extent necessary to verify the information provided by the Developer with respect to satisfaction of the Employment Requirements.

2.3 Support for State of Wisconsin’s Transportation Facilities Economic Assistance and Development Program (TEA). The Developer shall support the City in its application for a TEA Grant. Such support shall include but not be limited to submitting required company data to the State of Wisconsin and completing and signing various forms required by the TEA Grant program. The TEA Grant funds will be used by the City to reconstruct 104th Avenue between 60th Street and State Highway 158 (52nd Street). Developer acknowledges that the TEA Grant award process is competitive between other Wisconsin municipalities and developers and there is no guarantee that the application submitted by the City with the Developer’s support will be awarded. In addition, Developer acknowledges and agrees that additional TEA Grant support is required from additional developers for the City to move forward with the reconstruction of 104th Avenue. The City will use its best efforts to negotiate with other potential developers in and around 104th Avenue in order to secure their support for additional TEA Grant funding.

3. UNDERTAKINGS OF THE CITY.

3.1 Development Grant. To induce the Developer to locate its facility in the City and to construct the Developer’s Improvements, the City shall provide to the Developer a grant (the “Development Grant”) in the amount of Five Hundred Thousand Dollars (\$500,000). The Development Grant will be used to pay or reimburse the Developer for a portion of the cost of construction of the Developer’s Improvements. 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 of the Developer’s Improvements in an amount 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).

3.2 City Financing. The City shall issue general obligation promissory notes (the “Notes”) in an amount sufficient to fund the Development Grant and to pay the costs of issuance of the Notes. The Notes shall have a term of ten (10) years; and shall not have an annual rate of interest thereon in excess of 4.50% per annum.

4. SHORTFALL PAYMENTS

In the event that the Employment Requirements described in Section 2.2 above and set forth on Exhibit D-1 are not satisfied, the Developer shall make payments to the City on the following terms (each, a “Shortfall Payment”):

(i) Developer’s obligation to make Shortfall Payments is limited to the years 2017 through 2026 (the “Shortfall Payment Period”). The Shortfall Payments (if any) due with respect to each of those years shall be made as described in paragraph (ii) below.

(ii) For each year during the Shortfall Payment period that the Employment Requirements are not met (and for any year during the Shortfall Payment Period for which the Developer fails to file an Employment Requirement report as required by Section 2.2 above), the Developer shall make a Shortfall Payment to the City in the amount described on Exhibit D-1. Developer will pay to the City any Shortfall Payment by March 15th of the calendar year following the year to which the Shortfall Payment relates. For example, if a Shortfall Payment is due with respect to the year 2017 (based on the Employment Requirement report filed by the Developer on or before March 15, 2018), the Shortfall Payment shall be made by March 15, 2018.

5. 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 and performance of any other obligations of the City under this Agreement, all of the following shall occur:

(a) All representations and warranties of the Developer 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;

(b) No Event of Default has occurred; and

(c) The City or its financial advisor (i) has reviewed funding sources of the Developer and documents evidencing those funding sources reasonably sufficient to demonstrate Developer’s capacity to complete the Developer’s Improvements; and (ii) 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.

6. DEFAULT/REMEDIES.

(a) Events of Default. An “Event of Default” is any of the following:

(i) (1) Failure by the Developer to commence construction of the Developer’s Improvements on or before December 31, 2016, or (2) abandonment of construction of the Developer’s Improvements for more than sixty (60) consecutive days or (3) failure by the Developer to complete construction of the Developer’s Improvements on or before April 15,

2017 (with completion of construction being evidenced by the issuance by the City of an occupancy permit with respect to the Developer's Improvements, the issuance of which permit shall not be unreasonably withheld by the City);

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

(iii) The Developer 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

(iv) The dissolution or liquidation of the Developer or the commencement of any proceedings therefor, which are not dismissed within 90 days.

(b) 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:

(i) 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 ending when the City receives assurances from the Developer reasonably deemed adequate by the City, that the Developer has cured or will cure the purported event, condition, act or omission;

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

(iii) In the event of a failure by the Developer to complete construction of the Developer's Improvements, require the Developer to repay to the City the amount of the Development Grant previously paid to the Developer.

(c) Remedies. 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. 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.

(d) 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.

(e) Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party incurs attorneys fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorneys fees, court costs and other such expenses incurred by such prevailing party.

7. 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 any Shortfall Payments owed to the City by Developer have been paid; 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 on the terms described in Section 3.2 above. The parties' confidentiality obligations shall survive any termination of this Agreement.

8. INDEMNIFICATIONS.

Each Developer Entity will indemnify and hold harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Developer's Improvements and the Property. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body, member, officer, agent, servant or employee or the City. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its officers, owners, agents, servants or employees.

9. ASSIGNMENT OF AGREEMENT.

This Agreement may not be assigned by any of the Developer Entities without the prior written consent of the City. Any such consent requested of the City may be withheld, conditioned or delayed for any commercially reasonable reason.

10. SUCCESSORS AND ASSIGNS.

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

10A. JOINT AND SEVERAL OBLIGATIONS.

Notwithstanding anything in this Agreement to the contrary, each of Colbert Packaging Corporation, Colbert-Kenosha LLC and Colbert Flexographic Packaging Corporation agrees that all of the obligations of the Developer under this Agreement are the joint and several obligations of Colbert Packaging Corporation, Colbert-Kenosha LLC and Colbert Flexographic Packaging Corporation.

11. MISCELLANEOUS.

11.1 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: Colbert Packaging Corporation
28355 N. Bradley Road
Lake Forest, IL 60045
ATTN: Kraig Lang

Phone: (847) 367-5990
Facsimile: (847) 367-4403
Email: klang@colbertpkg.com

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

Phone: (262) 653-4180
Facsimile: (262) 653-4190
Email: finance@kenosha.org

With a copy to:

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

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

11.2 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.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer 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 Developer's Improvements as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 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.

11.5 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.

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

11.7 Third-Party Beneficiaries. 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.

11.8 Amendment. This Agreement may only be amended in a writing signed by the City and Developer.

11.9 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.

11.10 Independent Contractors. The City and Developer each are 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.

11.11 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.

11.12 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.

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

[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: _____
John M. Antaramian, Mayor

By: _____
Debra Salas, City Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2016 the above-named John M. Antaramian 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: _____

COLBERT PACKAGING CORPORATION

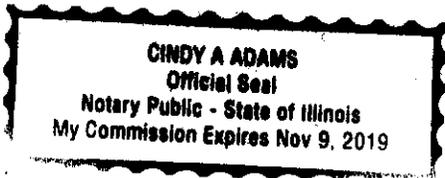
By: James B Hamilton
Title: President

By: Kraig Lang
Title: CEO

STATE OF IL)
COUNTY OF LAKE)

Personally came before me this 6 day of OCTOBER, 2016 the above-named JAMES B HAMILTON and KRAIG LANG, the PRESIDENT and CEO of Colbert Packaging Corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said company.

Cindy Adams
_____, Notary Public,
LAKE County,
Commission: _____



**EXHIBIT A
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Property

PARCEL I:

Parcel Three (3) of CERTIFIED SURVEY MAP NO. 2618, being a division of all of Parcel Three (3), Certified Survey Map No. 2425, located in part of the Southwest One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Thirty-two (32), in Township Two (2) North, Range Twenty-two (22) East, in the City of Kenosha, County of Kenosha, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on March 14, 2008, as Document No. 1550791.

Tax Key No. 08-222-32-380-313 58th Place

Adjacent Pond Site:

PARCEL II:

Parcel Two (2) of CERTIFIED SURVEY MAP NO. 2618, being a division of all of Parcel Three (3), Certified Survey Map No. 2425, located in part of the Southwest One-quarter (1/4) and Southeast One-quarter (1/4) of the Southwest One-quarter (1/4) of Section Thirty-two (32), in Township Two (2) North, Range Twenty-two (22) East, in the City of Kenosha, County of Kenosha, State of Wisconsin, recorded in the Office of the Register of Deeds for Kenosha County on March 14, 2008, as Document No. 1550791.

Tax Key No. 08-222-32-380-312 58th Place

**EXHIBIT B
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Developer's Improvements

The project involves the development of the Property for industrial uses consisting of building and grounds improvements and equipment purchase and installation. The industrial use consists of manufacturing folding cartons, pressure sensitive labels and package inserts. The process includes printing, die-cutting, folding and gluing paper products.

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

Employment Requirements

Year (as of Dec. 31*)	Minimum Number of Full Time Equivalent Employees	Minimum Average Annual Wages**	Amount of Payment for Failure to Meet Employment Requirements ("Shortfall Payments")
2017	75	\$40,000	\$75,000
2018	100	\$42,000	\$75,000
2019	100	\$ TBD	\$75,000
2020	100	\$ TBD	\$75,000
2021	100	\$ TBD	\$75,000
2022	100	\$ TBD	\$75,000
2023	100	\$ TBD	\$50,000
2024	100	\$ TBD	\$50,000
2025	100	\$ TBD	\$50,000
2026	100	\$ TBD	\$50,000

* The report as to satisfaction of the Employment Requirements for each such year shall be filed with the City no later than March 15 of the next calendar year (i.e. March 15, 2018 through March 15, 2027).

** Adjusted annually by a percentage equal to the U.S. Consumer Price Index (All Urban Consumers) from a base of \$42,000 for 2018 and each year thereafter, the previous year becoming the new base for the current year.

City of Kenosha
Development Grant Agreement Support Schedule 2017-2026
Satisfaction of Employment Requirements Calculation

Example

Name of Company: Colbert Packaging Corporation

TID #: 8

Period Covered: For the Year Ended December 31, 20XX

Section I: Employment Requirements:

Total Hours worked by all wage earners for the period (1)	250,000	(a) (input)
Divided by:	2,080	(b) (constant)
Number of Full Time Equivalent Employees Employed during the period	120	(c) (calculation)
Number of Full-Time Equivalent Employees required by agreement	100	(d) (see Exhibit D-1)
Is Line (c) greater than or equal to Line (d) ?	YES	(e) (auto)
Total Wages paid for period based on Form W-2, Box 5	\$ 5,250,000	(f) (input)
Divided by full-time equivalent employees (from Line (c) above)	120	(g) (auto)
Actual Average Annual Wages per employee for the period	\$ 43,680	(h) (calculation)
Average Hourly Wages per employee required by agreement	\$ 42,000	(i) (see Exhibit D-1)
Is Line (i) greater than or equal to Line (j) ?	YES	(j) (auto)

If Line (e) and Line (j) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 2.2 of the Development Grant Agreement between the City of Kenosha and Colbert Packaging Corporation

If Line (e) or Line (k) is "NO", continue to Section II.

Section II: Employment Requirement Shortfall Guaranty Payment:

Required Payment - Period Covered: 2017	\$ 75,000	(k) (see Exhibit D-1)
Required Payment - Period Covered: 2018	\$ 75,000	(l) (see Exhibit D-1)
Required Payment - Period Covered: 2019	\$ 75,000	(m) (see Exhibit D-1)
Required Payment - Period Covered: 2020	\$ 75,000	(n) (see Exhibit D-1)
Required Payment - Period Covered: 2021	\$ 75,000	(o) (see Exhibit D-1)
Required Payment - Period Covered: 2022	\$ 75,000	(p) (see Exhibit D-1)
Required Payment - Period Covered: 2023	\$ 50,000	(q) (see Exhibit D-1)
Required Payment - Period Covered: 2024	\$ 50,000	(r) (see Exhibit D-1)
Required Payment - Period Covered: 2025	\$ 50,000	(s) (see Exhibit D-1)
Required Payment - Period Covered: 2026	\$ 50,000	(s) (see Exhibit D-1)

Please sign and certify this form and forward your payment in the amount shown above based on the period covered of this report to the City of Kenosha as per the terms and conditions of Paragraph 4.(ii) of the Development Grant Agreement between the City of Kenosha and Colbert Packaging Corporation.

(1) - Total Hours worked is calculated by adding all actual non-exempt wage earner hours plus for each exempt full-time employee 2,080 hours.

City of Kenosha
Development Grant Agreement Support Schedule 2017-2026
Satisfaction of Employment Requirements Calculation

Example

Name of Company: Colbert Packaging Corporation

TID #: 8

Period Covered: For the Year Ended December 31, 20XX

The Corporate officer signing below certifies that the accompanying information and statements provided by Colbert Packaging Corporation is true, correct and complete to the best of his/her knowledge and belief.

Per the terms and conditions of the Development Grant Agreement between the City of Kenosha and Colbert Packaging Corporation Paragraph 2.2, the City reserves its rights to inspect and to have its independent accountants or other consultants inspect, the books and records of the Company to the extent necessary to verify the information provided above.

Signature of Officer

Date

Print Name

Title

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 18

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 09/16/16 through 09/30/16 and have approved the disbursement as follows:

1. Checks numbered from 161451 through 161899 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>5,279,431.17</u>

SUBTOTAL 5,279,431.17

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,456,596.81

TOTAL DISBURSEMENTS APPROVED 6,736,027.98

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

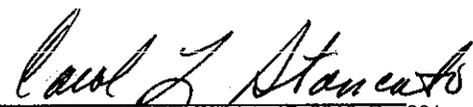
Patrick Juliana

Scott Gordon

Curt Wilson

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

Respectively submitted,



Director of Finance

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

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #18

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 10/4/2016

Prepared By: *Yb*

Reviewed By:

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161451	9/16	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	9/16 LOC 998 DUES	2,858.20
161452	9/16	CROWN TROPHY OF KENOSHA	524-05-50101-398-000 524-05-50101-398-000	08/16 PA TROPHIES/PL 08/16 PA TROPHIES/PL CHECK TOTAL	28.00 16.00 44.00
161453	9/16	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569	09/16 1706 55 ST 09/16 1413 61 ST 08/16 6727 24 AVE 09/16 4605 8 AVE 09/16 2907 63 ST 09/16 2004 56 ST CHECK TOTAL	347.79 90.12 90.12 80.00 75.00 72.12 755.15
161454	9/16	THE AFTERMARKET PARTS CO	520-09-50201-347-000	08/16-BUS PARTS	92.68
161455	9/16	RNOW, INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/16-SE PARTS/MATER 08/16-SE PARTS/MATER 08/16-SE PARTS/MATER 08/16-SE PARTS/MATER 08/16-SE PARTS/MATER 08/16-SE PARTS/MATER CHECK TOTAL	505.19 406.93 301.98 197.58 137.26 121.57 1,670.51
161456	9/16	BUMPER TO BUMPER	520-09-50201-347-000 110-02-52203-344-000 206-02-52205-344-000 520-09-50201-317-000 501-09-50104-344-000 110-03-53103-389-000 110-02-52206-344-000 110-05-55109-344-000 630-09-50101-393-000	08/16 TD PARTS AND S 08/16 FD PARTS, MATE 08/16 FD PARTS, MATE 08/16 TD PARTS AND S 08/16 SW PARTS, MATE 08/16 PA PARTS, MATE 08/16 FD PARTS, MATE 08/16 PA PARTS, MATE 08/16 SE PARTS, MATE CHECK TOTAL	534.76 196.02 144.36 111.81 80.66 47.26 38.99 21.95 182.85CR 992.96
161457	9/16	HWY C SERVICE	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/16-SE PARTS 08/16-SE PARTS 08/16-SE PARTS 08/16-SE PARTS 08/16-SE PARTS CHECK TOTAL	1,209.30 663.74 222.43 69.01 44.95 2,209.43

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161458	9/16	INTERSTATE ELECTRIC SUPPLY	520-09-50201-382-000	08/16-TD ELECTRICAL	65.00
			110-03-53109-375-000	08/16-ST ELECTRICAL	34.60
			110-03-53109-375-000	08/16-ST ELECTRICAL	16.75
				..... CHECK TOTAL	116.35
161459	9/16	WIS DEPT OF REVENUE	110-09-56507-259-999	8/16 SALES TAX	7,583.46
161460	9/16	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY	8,558.00
			110-00-21562-000-000	WATER	3,166.62
			110-00-21562-000-000	MUSEUM	15.00
				..... CHECK TOTAL	11,739.62
161461	9/16	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/5-28/16 FITZGERALD	6,563.52
			110-09-56405-161-000	8/4/16 FITZGERALD	1,127.00
				..... CHECK TOTAL	7,690.52
161462	9/16	KENOSHA NEWS	110-01-51601-321-000	08/16 CD TID CPC	290.28
			110-01-50101-321-000	08/16 CT 8/1/16 CC	258.95
			110-09-56501-259-565	08/16 CD 625 57 ST	65.98
			110-01-51601-321-000	08/16 CD CPC HEARING	34.92
			110-01-51601-321-000	08/16 CD JRB HEARING	33.15
				..... CHECK TOTAL	683.28
161463	9/16	AMERICAN PLANNING ASSOC	110-01-51601-264-000	9/23-P VANG	160.00
161464	9/16	BADGER TRUCK CENTER	630-09-50101-393-000	08/16 SE #2994 PARTS	215.02
161465	9/16	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	08/16-TD TIRE SERVIC	672.26
			520-09-50106-346-000	08/16-TD TIRE SERVIC	220.79
			630-09-50101-393-000	07/16 TIRE SERVICE	186.91
			110-02-52203-344-000	08/16-FD TIRES/SERVI	126.13
			630-09-50101-393-000	07/16 TIRE SERVICE	94.60
			110-02-52203-344-000	08/16-FD TIRES/SERVI	63.19
				..... CHECK TOTAL	1,363.88
161466	9/16	SHOPKO STORES	206-02-52205-318-000	08/16 FD MERCHANDISE	94.53
			110-02-52203-382-000	08/16 FD MERCHANDISE	81.77
				..... CHECK TOTAL	176.30
161467	9/16	WELDCRAFT, INC.	630-09-50101-393-000	08/16 SE WELDING SER	323.50

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161468	9/16	WE ENERGIES	633-09-50101-221-000	6/30-8/01	3,975.88
			110-05-55111-221-000	7/27-8/25	3,855.30
			110-03-53109-221-000	7/27-8/25	2,618.51
			110-02-52203-221-000	7/29-8/29	1,913.84
			632-09-50101-221-000	6/30-8/01	1,378.39
			110-03-53109-221-000	7/28-8/28	1,226.17
			110-03-53109-221-000	7/26-8/24	1,037.99
			110-05-55109-221-000	7/27-8/25	925.19
			110-05-55109-221-000	7/25-8/23	880.49
			110-03-53109-221-000	7/25-8/23	813.85
			110-03-53103-221-000	6/30-8/01	807.21
			522-05-50102-221-000	7/24-8/22	770.68
			110-03-53109-221-000	7/24-8/22	675.04
			110-03-53116-221-000	7/26-8/24	566.21
			110-05-55109-221-000	7/24-8/22	372.11
			110-02-52203-221-000	6/29-8/02	358.29
			110-03-53109-221-000	7/29-8/29	266.60
			110-03-53103-221-000	7/28-8/28	189.01
			110-03-53116-221-000	7/25-8/23	188.75
			110-03-53109-221-000	6/29-8/02	151.55
			519-09-50103-221-000	7/28-8/28	87.73
			522-05-50102-221-000	7/25-8/23	80.63
			110-05-55109-221-000	7/19-8/17	58.71
			110-03-53117-221-000	7/25-8/23	34.33
			110-05-55109-222-000	6/29-7/31	31.95
			110-05-55106-222-000	7/26-8/24	25.39
			110-05-55109-221-000	7/26-8/24	23.07
			110-05-55109-221-000	7/28-8/28	17.92
			110-05-55109-222-000	7/28-8/28	12.94
			522-05-50102-222-000	7/24-8/22	11.49
			110-05-55111-222-000	7/26-8/24	9.57
			110-05-55109-222-000	7/24-8/22	9.57
				..... CHECK TOTAL	23,374.36
161469	9/16	LEITCH PRINTING CORP.	110-09-56402-219-000	3/5/08-BEAL	145.02
161470	9/16	PAYNE & DOLAN INC.	501-09-50105-354-000	08/16 AGGREGATE MATE	8,001.46
			110-03-53103-355-000	09/16 ASPHALT MATERI	966.50
			110-03-53103-355-000	08/16 ASPHALT MATERI	945.34
			110-03-53103-355-000	09/16 ASPHALT MATERI	639.50
			110-03-53103-355-000	08/16 ASPHALT MATERI	326.04
				..... CHECK TOTAL	10,878.84

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161471	9/16	KENOSHA WATER UTILITY	110-01-51802-223-000	5706 8 AV	272.20
			461-11-51501-581-000	5/16-6/3 WTR & SW	37.62
			461-11-51501-581-000	5/31-7/31 SW	31.04
			110-01-51802-224-000	5706 8 AV	12.48
				..... CHECK TOTAL	353.34
161472	9/16	WISCONSIN FUEL & HEATING	630-09-50101-392-000	08/16-SE DIESEL FUEL	14,357.40
161473	9/16	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	08/16 SE FUEL PUMP R	237.99
161474	9/16	A & R DOOR SERVICE	501-09-50105-246-000	08/16 ST DOOR REPAIR	900.00
			110-02-52203-246-000	08/16 FD #4 DOOR REP	280.00
				..... CHECK TOTAL	1,180.00
161475	9/16	CHIEF CORPORATION	110-02-52103-365-000	36 30 MIN FLARES	1,867.44
			110-02-52103-365-000	BARRICADE TAPE	110.40
				..... CHECK TOTAL	1,977.84
161476	9/16	CHASE BANK KENOSHA	110-00-21513-000-000	09/15/16 SAL DEDCT	211,255.84
			110-00-21612-000-000	09/15/16 SAL DEDCT	77,927.56
			110-00-21511-000-000	09/15/16 SAL DEDCT	77,927.23
			110-00-21614-000-000	09/15/16 SAL DEDCT	25,021.19
			110-00-21514-000-000	09/15/16 SAL DEDCT	25,021.13
			110-00-21513-000-000	09/16/16 HRLY DEDCT	22,517.35
			110-00-21612-000-000	09/16/16 HRLY DEDCT	12,189.54
			110-00-21511-000-000	09/16/16 HRLY DEDCT	12,189.54
			110-00-21514-000-000	09/16/16 HRLY DEDCT	3,266.80
			110-00-21614-000-000	09/16/16 HRLY DEDCT	3,266.67
			761-00-21513-000-000	8/1-8/31/16	634.00
			761-00-21511-000-000	8/1-8/31/16	365.82
			761-09-50101-158-000	8/1-8/31/16	365.80
			761-00-21514-000-000	8/1-8/31/16	85.56
			761-09-50101-158-000	8/1-8/31/16	85.55
				..... CHECK TOTAL	472,119.58
161477	9/16	OFFICEMAX	110-05-55109-362-000	LAMINATOR	329.46
			110-01-51601-311-000	08/16-CD#3459 OFFICE	200.93
			110-01-51303-311-000	08/16-PE#3456 OFFICE	162.66
			520-09-50106-311-000	08/16-TD#3458 OFFICE	110.90
			110-05-55109-311-000	08/16-PA#3467 OFFICE	101.58
			110-03-53101-311-000	08/16-PW#3463 OFFICE	77.50
			110-02-52103-311-000	08/16-PD#3466 OFFICE	77.24
			110-02-52201-311-000	08/16-FD#3468 OFFICE	73.81
			110-02-52201-311-000	08/16-FD#3461 OFFICE	69.59
			110-05-55109-311-000	08/16-PA#3467 OFFICE	60.57
			110-01-51301-311-000	08/16-AD#3462 OFFICE	56.61
			110-01-51101-311-000	08/16-FN#3460 OFFICE	36.33
			110-02-52201-311-000	08/16-FD#3468 OFFICE	32.98
			110-01-51601-311-000	08/16-CD#3459 OFFICE	32.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-51101-311-000	08/16-FN#3464 OFFICE	31.74
			110-01-51101-311-000	08/16-FN#3469 OFFICE	30.57
			110-01-51101-311-000	08/16-FN#3469 OFFICE	21.34
			631-09-50101-311-000	08/16-EN#3457 OFFICE	19.31
			110-01-51101-311-000	08/16-FN#3464 OFFICE	7.70
			110-02-52201-311-000	08/16-FD#3461 OFFICE	6.00
			110-01-51101-311-000	08/16-FN#3469 OFFICE	17.34CR
				..... CHECK TOTAL	1,521.48
161478	9/16	LINCOLN CONTRACTORS SUPPLY	110-03-53103-385-000	08/16-ST TOOLS/SUPPL	119.00
			501-09-50105-235-000	08/16-SW TOOLS/SUPPL	101.59
				..... CHECK TOTAL	220.59
161479	9/16	NEENAH FOUNDRY CO. (K0363)	110-00-21109-000-000	24 FOOT TRENCH	4,074.54
161480	9/16	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	08/16 SW MATERIALS/S	683.00
			501-09-50105-355-000	08/16 SW MATERIALS/S	682.00
			501-09-50105-355-000	08/16 SW MATERIALS/S	376.00
				..... CHECK TOTAL	1,741.00
161481	9/16	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-369-000	1 1/2" NST BRASS TIP	2,156.48
			206-02-52205-344-000	08/16 FD PARTS/MATER	835.50
				..... CHECK TOTAL	2,991.98
161482	9/16	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	08/16 SE PARTS & SER	996.32
161483	9/16	5 ALARM FIRE & SAFETY EQUIP.	110-02-52203-235-000	08/16 FD PARTS & MAI	769.99
161484	9/16	GENFARE	520-09-50201-347-000	07/16-FARE BOX PARTS	43.60
161485	9/16	SHRED-IT USA	110-01-51801-246-000	07/16 MB COLLECT/SHR	169.00
			110-02-52101-219-000	08/26-PD SHRED SVC	29.43
				..... CHECK TOTAL	198.43
161486	9/16	RUEKERT & MIELKE, INC.	403-11-51109-589-000	STORM SEWER DESIGN	3,280.80
			403-11-51109-589-000	STORM SEWER DESIGN	2,078.40
				..... CHECK TOTAL	5,359.20
161487	9/16	TOWN & COUNTRY GLASS	110-01-51801-246-000	08/16 MB RM #308 GLA	365.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161488	9/16	WASTE MANAGEMENT OF WI	110-03-53117-253-416	08/16 WASTE DISPOSAL	36,264.78
			110-03-53117-253-416	08/16 WDNR TONNAGE F	18,358.34
			110-03-53117-253-417	08/16 COMPACTOR PULL	2,581.32
			110-03-53117-253-417	08/16 WASTE DISPOSAL	2,421.88
			501-09-50104-253-000	08/16 WASTE DISPOSAL	1,757.54
			110-03-53117-253-416	08/16 FUEL SURCHARGE	1,540.87
			110-03-53117-253-417	08/16 WDNR TONNAGE F	1,226.03
			501-09-50104-253-000	08/16 WDNR TONNAGE F	889.72
			110-03-53117-253-417	08/16 COMPACTOR LEAS	762.16
			110-03-53117-253-416	08/16 ENVIRONMENTAL	336.00
			110-03-53117-253-417	08/16 FUEL SURCHARGE	214.23
			110-03-53117-253-417	08/16 ENVIRONMENTAL	84.00
			501-09-50104-253-000	08/16 FUEL SURCHARGE	73.41
			501-09-50104-253-000	08/16 ENVIRONMENTAL	42.00
				..... CHECK TOTAL	66,552.28
161489	9/16	VERIZON WIRELESS	110-02-52103-226-000	08/16 JETPACKS	2,785.74
			110-02-52103-226-000	09/16 JETPACKS	2,320.58
			..... CHECK TOTAL	5,106.32	
161490	9/16	HENRY SCHEIN	206-02-52205-318-000	08/16-FD MED SUPPLIE	1,014.55
			206-02-52205-318-000	08/16-FD MED SUPPLIE	751.67
			206-02-52205-318-000	08/16-FD MED SUPPLIE	137.86
			..... CHECK TOTAL	1,904.08	
161491	9/16	JENSEN TOWING	110-02-52103-219-000	08/16-#16-124609 TOW	55.00
161492	9/16	PELION BENEFITS, INC.	110-00-21517-000-000	9/15 DEDCTS	6,677.64
161493	9/16	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	P.M. PROGRAM-3 OF 4	1,404.00
			520-09-50401-246-000	PM PROGRAM-3 OF 4	292.00
			..... CHECK TOTAL	1,696.00	
161494	9/16	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	#80397069915304	75.89
161495	9/16	KENOSHA COUNTY TREASURER	110-00-21132-000-000	03-122-06-113-055	2,071.43
			110-00-21132-000-000	06-123-07-104-005	1,732.96
			110-00-21132-000-000	07-222-25-105-001	407.93
			110-00-21132-000-000	05-123-05-354-002	160.00
		 CHECK TOTAL	4,372.32	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161496	9/16	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	CITY WATER CHECK TOTAL	1,057.11 618.65 1,675.76
161497	9/16	AMERICAN HIGHWAY PRODUCTS	501-09-50105-359-000	RUBBER ADJUST. RINGS	2,175.06
161498	9/16	WRIGHT EXPRESS FSC	110-03-53109-341-000 110-03-53103-341-000	08/16 CNG PURCHASES 08/16 CNG PURCHASES CHECK TOTAL	108.85 27.21 136.06
161499	9/16	CHAPTER 13 TRUSTEE	110-00-21581-000-000	9/16 G GRANADO	104.00
161500	9/16	J EWENS DESIGN INC	520-09-50201-347-000	08/16-TD 3M VINYL LE	567.10
161501	9/16	MSC INDUSTRIAL SUPPLY	520-09-50201-317-000 520-09-50201-347-000	08/16-TD SHOP SUPPLI 08/16-TD SHOP SUPPLI CHECK TOTAL	224.44 29.15 253.59
161502	9/16	MENARDS (KENOSHA)	520-09-50201-317-000 110-02-52203-382-000 110-05-55109-361-000 110-02-52203-344-000 520-09-50201-347-000 110-03-53103-389-000 110-05-55109-361-000 520-09-50401-317-000 110-05-55109-246-000 110-05-55109-344-000 520-09-50201-382-000 110-02-52203-382-000 110-02-52203-246-000 110-05-55109-361-000 110-05-55109-344-000 110-05-55109-357-000 110-05-55109-249-000 110-03-53103-344-000 110-05-55109-344-000 110-02-52203-382-000 110-03-53107-389-000 110-05-55109-361-000 110-05-55109-344-000 110-05-55109-244-000 110-05-55109-344-000 110-03-53116-382-000 110-05-55109-361-000 110-05-55109-344-000 110-05-55109-361-000 110-05-55109-361-000 110-05-55109-344-000	06/16 TD MISC MERCHA 08/16 FD MERCHANDISE 08/16 PA MERCHANDISE 08/16 FD MERCHANDISE 08/16 TD MISC MERCHA 08/16 ST MERCHANDISE 08/16 PA MERCHANDISE 08/16 TD MISC MERCHA 07/16 PA MERCHANDISE 7/16 PA MERCHANDISE/ 08/16 TD MISC MERCHA 08/16 FD MERCHANDISE 08/16 FD MERCHANDISE 07/16 PA MERCHANDISE 07/16 PA MERCHANDISE 07/16 PA MERCHANDISE 08/16 PA MERCHANDISE 08/16 ST MERCHANDISE 08/16 PA MERCHANDISE 07/16 FD MERCHANDISE 08/16 ST MERCHANDISE 08/16 PA MERCHANDISE 08/16 PA MERCHANDISE 07/16 PA MERCHANDISE 08/16 PA MERCHANDISE 08/16 FD MERCHANDISE 08/16 PA MERCHANDISE 08/16 PA MERCHANDISE 07/16 PA MERCHANDISE 08/16 PA MERCHANDISE 08/16 FD MERCHANDISE 08/16 PA MERCHANDISE 08/16 PA MERCHANDISE 08/16 PA MERCHANDISE 07/16 PA MERCHANDISE 08/16 PA MERCHANDISE	446.92 393.59 363.50 239.88 186.72 179.00 174.45 153.21 133.29 129.52 109.50 109.47 99.99 94.25 86.43 77.06 74.34 69.56 65.02 64.88 64.08 58.78 53.93 51.34 49.95 49.85 45.77 44.76 43.89 42.93 41.86

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-249-000	08/16 PA MERCHANDISE	40.99
			110-03-53107-344-000	08/16 ST MERCHANDISE	32.53
			633-09-50101-382-000	08/16 LI MERCHANDISE	32.28
			633-09-50101-246-000	08/16 LI MERCHANDISE	31.76
			520-09-50201-382-000	08/16 TD MISC MERCHA	30.90
			205-03-53119-353-000	08/16 ST MERCHANDISE	29.99
			110-05-55109-344-000	08/16 PA MERCHANDISE	29.74
			110-05-55102-361-000	08/16 PA MERCHANDISE	28.99
			110-05-55109-344-000	08/16 PA MERCHANDISE	28.88
			110-03-53116-382-000	08/16 FD MERCHANDISE	27.45
			110-05-55109-344-000	07/16 PA MERCHANDISE	27.25
			110-02-52103-365-000	08/16 PD MERCHANDISE	25.91
			110-05-55109-386-000	08/16 PA MERCHANDISE	23.76
			110-05-55109-344-000	08/16 PA MERCHANDISE	23.14
			110-03-53110-389-000	08/16 ST MERCHANDISE	23.08
			110-02-52103-365-000	08/16 PD MERCHANDISE	22.99
			110-03-53107-344-000	08/16 ST MERCHANDISE	19.62
			110-05-55109-344-000	08/16 PA MERCHANDISE	18.67
			520-09-50201-382-000	08/16 TD MISC MERCHA	17.94
			110-03-53109-373-000	08/16 ST MERCHANDISE	16.85
			110-02-52203-382-000	08/16 FD MERCHANDISE	11.88
			110-05-55109-344-000	07/16 PA MERCHANDISE	8.86
			110-05-55109-344-000	08/16 PA MERCHANDISE	5.98
			110-05-55109-344-000	08/16 PA MERCHANDISE	1.89
			110-05-55109-361-000	08/16 PA MERCHANDISE	26.59CR
				..... CHECK TOTAL	4,332.46
161503	9/16	ASPLUNDH TREE EXPERT CO	407-11-51502-219-000	TREE REMOVAL-PH. II	63,839.00
			407-11-51301-353-000	TREE REMOVAL-PH. II	9,902.50
				..... CHECK TOTAL	73,741.50
161504	9/16	KASDORF, LEWIS & SWIETLIK	520-09-50101-161-000	5/25-7/14/16 WELLS	142.10
161505	9/16	BELLE CITY FIRE EXTINGUISHER	110-02-52103-389-000	08/16 PD EXTINGUISHE	46.40
			110-02-52203-389-000	08/16 FD #4 EXTINGUI	31.00
				..... CHECK TOTAL	77.40
161506	9/16	PRECISE MRM LLC.	110-03-53103-226-000	05/16 GPS DATA	1,311.00
			110-03-53103-226-000	03/16 GPS DATA	851.00
			110-03-53103-226-000	04/16 GPS DATA	736.00
			110-03-53103-233-000	06/16 GPS AGREEMENT	610.00
			110-03-53103-233-000	05/16 GPS AGREEMENT	570.00
			110-03-53103-226-000	02/16 GPS DATA	460.00
			110-03-53103-233-000	03/16 GPS AGREEMENT	370.00
			110-03-53103-233-000	04/16 GPS AGREEMENT	320.00
			110-03-53103-233-000	02/16 GPS AGREEMENT	200.00
			110-03-53103-226-000	06/16 GPS DATA	4.73
			 CHECK TOTAL	5,432.73

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161507	9/16	WIS SCTF	110-00-21581-000-000	9/16/16 HRLY DEDCT	1,494.18
161508	9/16	CTLGROUP	110-09-56506-413-000	VELODROME SONAR TEST	19,990.61
161509	9/16	IRONHAWK INDUSTRIAL DIST.	630-09-50101-393-000 630-09-50101-393-000	CURB GUARDS (RS) CURB GUARD (4") CHECK TOTAL	15,169.70 3,120.00 18,289.70
161510	9/16	SAFELITE AUTOGLASS	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/16 SE #2231 GLASS 08/16 SE #2935 GLASS 08/16 SE #3090 GLASS CHECK TOTAL	228.95 153.99 78.93 461.87
161511	9/16	GRAINGER	520-09-50201-317-000	08/16-TD PARTS/MATER	27.64
161512	9/16	GRAMANN REPORTING	110-09-56402-219-000	10/25/03 J MILLER	67.50
161513	9/16	ARAMARK	110-01-51801-246-000 110-03-53116-246-000 520-09-50201-246-000 632-09-50101-246-000	08/16 MB ENTRANCE MA 08/16 WA ENTRANCE MA 08/16 TD ENTRANCE MA 08/16 SE ENTRANCE MA CHECK TOTAL	175.84 54.84 41.64 15.10 287.42
161514	9/16	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	08/16 FD MEDICAL SUP 08/16 FD MEDICAL SUP 08/16 FD MEDICAL SUP 08/16 MEDICAL SUPPLI 08/16 MEDICAL SUPPLI 08/16 FD MEDICAL SUP CHECK TOTAL	1,094.20 1,079.99 269.90 91.75 72.98 49.68 2,658.50
161515	9/16	HAPPENINGS MAGAZINE	222-09-50101-259-000	08/16-PB&J ADVERTISI	363.00
161516	9/16	GILLIG CORPORATION	520-09-50201-347-000	08/16-BUS PARTS	141.90
161517	9/16	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000 110-03-53103-223-000	8/16-SPRINGBROOK RD 08/16-80TH ST CHECK TOTAL	113.06 70.93 183.99
161518	9/16	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	08/16 FD #7 CONSUMAB	423.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161519	9/16	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	08/16 SE #3155 PARTS	467.78
			630-09-50101-393-000	08/16 SE #3155 PARTS	77.46
			630-09-50101-393-000	08/16 SE #3155 PARTS	27.96
				..... CHECK TOTAL	573.20
161520	9/16	AIRGAS NORTH CENTRAL	520-09-50201-317-000	08/16 TD INDUSTRIAL	137.10
			206-02-52205-389-000	08/16 FD #2 INDUSTRI	77.54
			206-02-52205-389-000	08/16 FD #5 INDUSTRI	62.74
			632-09-50101-389-000	08/16 SE INDUSTRIAL	23.10
			206-02-52205-389-000	07/16 FD #2 INDUSTRI	8.68
				..... CHECK TOTAL	309.16
161521	9/16	GANDER MOUNTAIN	110-02-52106-365-000	08/16-PD SUPPLIES &	33.45
161522	9/16	TACTRON INC	110-02-52206-366-000	ENGRAVED PASS	87.71
161523	9/16	RED THE UNIFORM TAILOR	110-02-52103-367-000	06/16 POLICE UNIFORM	19.35
161524	9/16	CLARK DIETZ, INC	631-00-13109-000-000	6/25-7/29 CONSTRUCTI	26,765.22
			402-11-51611-589-000	6/25-7/29 DESIGN 60T	7,085.85
			110-00-14402-000-000	6/25-7/29 KTEC-TRAF	360.00
				..... CHECK TOTAL	34,211.07
161525	9/16	IOD INCORPORATED	520-09-50101-161-000	9/4/16 R MCCOY	21.97
161526	9/16	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	8/4/16 FITZGERALD	52.20
161527	9/16	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	8/4/16 FITZGERALD	528.30
161528	9/16	LP CHIROPRACTIC, LLC	110-09-56405-161-000	8/12/16 KOPP	50.90
			110-09-56405-161-000	8/4/16 KOPP	47.50
			110-09-56405-161-000	8/19/16 KOPP	34.90
			110-09-56405-161-000	7/21/16 KOPP	32.00
				..... CHECK TOTAL	165.30
161529	9/16	ENCORE UNLIMITED LLC	110-09-56405-161-000	8/4-31/16 KOPP	342.96
161530	9/16	EQUIAN LLC	520-09-50101-161-000	8/16 BILL REVIEW	2,797.29
161531	9/16	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	8/5/16 BARLETT	511.89
			110-09-56405-161-000	7/22/16 KOPP	509.08
			110-09-56405-161-000	7/12/16 BARLETT	56.70
			 CHECK TOTAL	1,077.67

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161532	9/16	PT PROS COMP LLC	110-09-56405-161-000	8/11/16 BARLETT	531.48
			110-09-56405-161-000	8/17/16 BARLETT	397.08
			110-09-56405-161-000	8/15/16 BARLETT	389.48
				..... CHECK TOTAL	1,318.04
161533	9/16	ATHLETICO LTD	110-09-56405-161-000	8/15/16 KOPP	445.40
			110-09-56405-161-000	8/8/16 KOPP	436.05
				..... CHECK TOTAL	881.45
161534	9/16	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	08/16-SERVICES	482.00
			520-09-50301-219-000	08/16-SERVICES	275.00
				..... CHECK TOTAL	757.00
161535	9/16	AMERICOLLECT, INC	110-00-21581-000-000	9/16 G WALUS	157.90
161536	9/16	LANGE, DEBBIE	110-00-44511-000-000	PUBLIC ENTERTAINMENT	50.00
161537	9/16	CATE, LINDA	110-00-46394-000-000	APPLIANCE STICKER	15.00
161538	9/16	LAMBRECHT, CRAIG	520-09-50101-161-000	10/4/16 IME MILEAGE	53.55
161539	9/16	LARSEN, GEORGE W.	110-02-52103-263-000	8/27-WINNEBAGO	12.00
161540	9/16	CALLOVI, MICHAEL	110-01-51601-261-000	01-08/16 795 MILES	429.30
161541	9/16	MCNEELY, RYAN	110-01-51303-144-000	2016 SUMMER TUITION	312.00
161542	9/16	BROWN, KRISTIN	110-05-55111-311-000	2 PRINTER CARTRIDGES	104.96
161543	9/16	MCCOY ROBERT	520-09-50101-161-000	8/25/16 RX REIMB.	186.00
161544	9/16	HUSENICA, JOHN	110-09-56405-161-000	9/2/16 FINAL AGREEMT	675.00
161545	9/16	GACKE, MICHAEL	110-02-52103-263-000	9/2/16 WINNEBAGO	8.00
161546	9/16	BUCKLEY-HUNTER, LAVETTA	110-01-51303-263-000	FOOD-INTERVIEW PANEL	162.13
161547	9/16	MOORE, MICHAEL	110-01-51601-261-000	08/16 714 MILES	385.56
161548	9/16	SWANSON, WILLIAM	110-01-51303-144-000	2016 SUMMER TUITION	594.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161549	9/16	BALTES, JO	110-01-51303-311-000	COFFEE MAKER	100.79
161550	9/16	STONE, DANIEL	110-02-52103-263-000	9/4/16-WINNEBAGO	8.00
161551	9/16	GETKA, JAY	632-09-50101-263-000	8/27/16-MINNEAPOLIS	233.41
			632-09-50101-341-000	8/27/16-FUEL	40.00
				..... CHECK TOTAL	273.41
161552	9/16	MARTINI, SERGIO	110-02-52103-263-000	9/2/16-WINNEBAGO	8.00
161553	9/21	A & B/ARO LOCK	110-03-53109-389-000	08/16 ST SUPPLIES &	117.00
161554	9/21	THE AFTERMARKET PARTS CO	520-09-50201-347-000	I/O BLOCK	3,385.97
			520-09-50201-347-000	08/16-BUS PARTS	23.04
				..... CHECK TOTAL	3,409.01
161555	9/21	CHESTER ELECTRONICS SUPPLY	520-09-50201-347-000	08/16 TD PARTS & MAT	48.96
161556	9/21	VIKING ELECTRIC SUPPLY	110-03-53109-373-000	08/16 ST ELECTRICAL	393.02
			110-03-53109-375-000	08/16-ST ELECTRICAL	273.29
			110-03-53109-361-000	07/16 ST ELECTRICAL	157.52
			110-03-53109-374-000	08/16-ST ELECTRICAL	107.94
			110-03-53109-374-000	08/16-ST ELECTRICAL	107.94
			110-03-53109-375-000	08/16-ST ELECTRICAL	96.73
			110-03-53109-373-000	08/16 ST ELECTRICAL	31.68
			110-03-53109-374-000	08/16-ST ELECTRICAL	12.99
			110-03-53109-375-000	08/16-ST ELECTRICAL	8.13
			110-03-53109-375-000	08/16-ST CREDIT ELEC	96.73CR
			110-03-53109-361-000	08/16 ST CREDIT	153.67CR
				..... CHECK TOTAL	938.84
161557	9/21	HWY C SERVICE	110-05-55109-344-000	08/16-PA PARTS	286.19
			110-05-55109-344-000	08/16-PA PARTS	102.64
				..... CHECK TOTAL	388.83
161558	9/21	ICMA RETIREMENT TRUST	110-00-21572-000-000	9/1-15 DEDUCTS	57,232.66
			110-00-21599-000-000	9/1-15/16 DEDUCTS	10,835.64
			110-00-21524-000-000	9/1-15 DEDUCTS	460.00
			 CHECK TOTAL	68,528.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161559	9/21	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	08/16-FD DRUGS	486.60
161560	9/21	PALMEN BUICK	206-02-52205-344-000	08/16 FD PARTS & MAT	280.01
			630-09-50101-393-000	08/16-SE#2410 PARTS	37.22
			630-09-50101-393-000	08/16-SE#3091 PARTS	21.51
			630-09-50101-393-000	08/16-SE#3029 PARTS	18.81
			630-09-50101-393-000	08/16-SE#2410 PARTS	8.06
				..... CHECK TOTAL	365.61
161561	9/21	M A TRUCK PARTS	630-09-50101-393-000	08/16 SE MATERIALS &	4,282.67
			206-02-52205-344-000	08/16 FD MATERIALS &	2,430.82
			110-02-52203-344-000	08/16 FD MATERIALS &	765.97
			520-09-50201-347-000	08/16 TD REPAIR PART	263.92
			110-05-55109-344-000	08/16 PA MATERIALS &	208.00
				..... CHECK TOTAL	7,951.38
161562	9/21	SHERWIN WILLIAMS CO.	110-03-53110-371-000	08/16-ST PAINT/SUPPL	124.41
161563	9/21	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	08/16 SE TIRES & SER	1,734.64
			630-09-50101-393-000	08/16 SE TIRES & SER	562.27
			630-09-50101-393-000	08/16 SE TIRES & SER	459.01
				..... CHECK TOTAL	2,755.92
161564	9/21	LORENZ TOPSOIL	501-09-50105-353-000	08/16-SW TOPSOIL	168.00
			501-09-50105-353-000	09/16-SW TOPSOIL	144.00
			501-09-50105-353-000	08/16-SW TOPSOIL	72.00
				..... CHECK TOTAL	384.00
161565	9/21	MAGID GLOVE & SAFETY	110-03-53116-389-000	08/16-WA GLOVES	2,242.08
161566	9/21	AMERICAN BOTTLING CO.	524-05-50101-397-000	09/16 GO SOFT DRINKS	80.50
			524-05-50101-397-000	08/16 GO SOFT DRINKS	79.44
			524-05-50101-397-000	08/16 GO SOFT DRINKS	47.25
				..... CHECK TOTAL	207.19
161567	9/21	KENOSHA WATER UTILITY	227-09-50101-219-000	7/5-8/3 GW O&M	1,299.34
161568	9/21	WEST GROUP	110-01-50301-322-000	08/16 ONLINE MATERIA	840.42
			110-01-50301-322-000	08/16 SUBSCRIPTIONS	280.82
			110-01-50301-322-000	08/16 SUBSCRIPTIONS	280.82
			110-01-50301-322-000	08/16 SUBSCRIPTIONS	201.60
			110-01-50301-322-000	08/16 SUBSCRIPTIONS	201.60
			 CHECK TOTAL	1,805.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161569	9/21	C.J.W., INC.	524-05-50101-397-000	09/16 GO CONSUMABLE	298.50
			524-05-50101-397-000	09/16 GO CONSUMABLE	288.50
			524-05-50101-397-000	08/16 GO CONSUMABLE	151.60
			524-05-50101-397-000	08/16 GO CONSUMABLE	107.75
				..... CHECK TOTAL	846.35
161570	9/21	DON'S AUTO PARTS	630-09-50101-393-000	09/16 SE #2272 PARTS	160.32
			630-09-50101-393-000	08/16 SE #2984 PARTS	60.77
			110-02-52203-341-000	08/16 FD PARTS & MAT	58.99
			630-09-50101-393-000	09/16 SE #2833 PARTS	54.58
			110-00-44109-000-000	9/10/16-STREET CLOSE	45.00
				..... CHECK TOTAL	379.66
161571	9/21	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	07/16 TIRE LEASE	3,316.73
			520-09-50106-346-000	08/16 TIRE LEASE	201.49
				..... CHECK TOTAL	3,518.22
161572	9/21	AT&T	110-01-51801-227-000	9/7-10/6 REPEATERS	292.00
			110-02-52108-225-000	9/7-10/6 REPEATERS	54.50
			110-02-52110-227-000	9/7-10/6 REPEATERS	35.00
			110-02-52103-227-000	9/7-10/6 REPEATERS	35.00
			110-02-52103-227-000	9/7-10/6 REPEATERS	35.00
				..... CHECK TOTAL	451.50
161573	9/21	LOWE'S	110-05-55109-361-000	08/16 PA MERCHANDISE	600.67
			110-03-53103-389-000	08/16 ST MERCHANDISE	286.96
			110-05-55109-344-000	08/16 PA MERCHANDISE	103.55
			110-02-52203-344-000	08/16 FD MERCHANDISE	56.02
				..... CHECK TOTAL	1,047.20
161574	9/21	SLEC, INC.	520-09-50201-235-000	LIFT INSPECTION	675.00
			520-09-50201-235-000	LIFT INSPECTION	675.00
			520-09-50201-235-000	AUTOMATIC LUBE POT	518.40
				..... CHECK TOTAL	1,868.40
161575	9/21	DREAMSCAPE LAWN CARE	633-09-50101-249-000	WEEKLY LAWN CARE	160.00
			633-09-50101-249-000	FERTILIZER/WEED	45.00
				..... CHECK TOTAL	205.00
161576	9/21	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	08/16 TD AIR CONDITI	62.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161577	9/21	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	09/16 SPECIALIZED TR	22,633.00
			520-09-50301-258-000	09/16 WEEKEND DISPATCH	467.00
			520-09-50301-258-000	09/16 METRA BACK UP	233.00
				..... CHECK TOTAL	23,333.00
161578	9/21	LINCOLN CONTRACTORS SUPPLY	110-05-55109-361-000	08/16-PA TOOLS/SUPPL	64.98
161579	9/21	FORESTRY SUPPLIERS INC.	501-09-50106-361-000	VINYL FLAGGING	56.48
161580	9/21	NORTH AMERICAN SALT CO.	630-09-50101-394-000	EARLY FILL SALT	107,918.78
			630-09-50101-394-000	EARLY FILL SALT	39,426.20
			630-09-50101-394-000	EARLY FILL SALT	39,256.39
				..... CHECK TOTAL	186,601.37
161581	9/21	RECYCLE DESIGN INC	713-00-21997-000-000	MEMORIAL BENCH	1,457.00
			110-05-55109-369-000	MEMORIAL BENCH	1,457.00
				..... CHECK TOTAL	2,914.00
161582	9/21	HOLLAND SUPPLY, INC.	630-09-50101-393-000	09/16-CE HYDRAULIC F	368.00
			630-09-50101-393-000	08/16-CE HYDRAULIC F	293.00
			501-09-50104-344-000	08/16-ST HYDRAULIC F	58.96
			630-09-50101-393-000	08/16-CE HYDRAULIC F	18.02
			501-09-50104-344-000	08/16-ST HYDRAULIC F	15.00
			630-09-50101-393-000	08/16-CE HYDRAULIC F	11.12
				..... CHECK TOTAL	764.10
161583	9/21	GORDIE BOUCHER FORD	630-09-50101-393-000	08/16 SE PARTS / LAB	60.78
161584	9/21	NAPA AUTO PARTS CO.	630-09-50101-393-000	08/16 SE PARTS/FILTE	4,342.52
			501-09-50105-385-000	08/16 SW PARTS/FILTE	281.28
			110-02-52203-344-000	08/16 FD PARTS/FILTE	162.39
			206-02-52205-344-000	08/16 FD PARTS/FILTE	130.58
			110-05-55109-344-000	08/16 PA PARTS/FILTE	120.43
			520-09-50201-347-000	08/16 TD PARTS / FIL	116.66
			110-03-53107-344-000	08/16 ST PARTS/FILTE	26.82
			521-09-50101-344-000	08/16 AR PARTS/FILTE	21.80
			520-09-50401-317-000	08/16 TD PARTS / FIL	5.92
			 CHECK TOTAL	5,208.40
161585	9/21	T-MOBILE	501-09-50103-226-000	8/8-9/7 WIRELESS CAR	42.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161586	9/21	CONTINENTAL RESEARCH CORP	110-05-55109-246-000	GRAFFITI GONE	221.00
161587	9/21	CONCRETE SPECIALTIES CO.	501-09-50105-355-000 501-09-50105-355-000	08/16 ST MATERIALS/S 09/16 ST MATERIALS/S CHECK TOTAL	793.04 192.00 985.04
161588	9/21	PARKSIDE TRUE VALUE HARDWARE	110-05-55109-361-000 110-02-52203-344-000	08/16 PA MERCHANDISE 08/16 FD MERCHANDISE CHECK TOTAL	18.74 4.50 23.24
161589	9/21	SOUTHPORT HEATING & COOLING	110-01-51801-241-000 633-09-50101-241-000	REBUILT PUMP 08/16 PREVENTATIVE M CHECK TOTAL	1,800.00 350.00 2,150.00
161590	9/21	KENOSHA HOUSING AUTHORITY	217-06-51617-259-000 217-06-51617-259-000	#5964395 10/16 RENT #5964393 8/16 AD CHECK TOTAL	11,569.00 1,178.72 12,747.72
161591	9/21	MANDLIK & RHODES	501-09-50102-219-000	08/16 WASTE COUPON P	1,577.37
161592	9/21	GEIS BUILDING PRODUCTS, INC	110-03-53116-389-000	08/16-WA DOOR REPAIR	1,965.00
161593	9/21	SAM'S CLUB	524-05-50101-397-000 110-05-55108-219-000 524-05-50101-249-000 110-01-50101-323-000	08/16 PA SUPPLIES/ME 08/16 PA SUPPLIES/ME 08/16 PA SUPPLIES/ME 08/16 CT SUPPLIES/ME CHECK TOTAL	1,185.96 214.24 152.95 47.48 1,600.63
161594	9/21	LEE PLUMBING, INC.	110-01-51801-241-000 110-02-52203-246-000	08/16-MB HVAC, PLUMB 07/16-FD#4 PLUMBING CHECK TOTAL	372.00 129.00 501.00
161595	9/21	GENFARE	520-09-50201-347-000	08/16-TD FARE BOX PA	43.60
161596	9/21	LAKESIDE INTERNATIONAL TRUCK	630-09-50101-393-000 206-02-52205-344-000 110-05-55109-344-000	08/16 SE PARTS/MATER 08/16 FD PARTS/MATER 08/16 PA PARTS/MATER CHECK TOTAL	1,992.04 47.92 19.84 2,059.80
161597	9/21	PAUL CONWAY SHIELDS	110-02-52206-367-000	08/16-FD TURNOUT GEA	290.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161598	9/21	RUEKERT & MIELKE, INC.	403-11-51109-589-000	6/11-7/8 STORM SEWER	399.15
161599	9/21	PRAIRIE SIDE TRUE VALUE	110-05-55111-244-000	08/16 PA MISC. SUPPL	25.97
			110-05-55109-344-000	0/16 PA MISC. SUPPLI	6.99
			630-09-50101-393-000	08/16 SE MISC. SUPPL	1.84
				..... CHECK TOTAL	34.80
161600	9/21	HENRY SCHEIN	206-02-52205-318-000	08/16 MEDICAL SUPPLI	582.87
161601	9/21	MALSACK, J	110-09-56501-259-570	08/16 6415 28 AV PRO	1,522.80
			110-09-56501-259-570	08/16 4404 52 ST PRO	350.00
			110-09-56501-259-570	08/16 1214 61 ST PRO	185.45
				..... CHECK TOTAL	2,058.25
161602	9/21	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	08/16 SE PARTS AND L	170.90
161603	9/21	LETTERING MACHINE	110-02-52206-367-000	08/16-FD CLOTHING	520.00
			110-02-52206-367-000	09/16-FD CLOTHING	33.00
				..... CHECK TOTAL	553.00
161604	9/21	ID SOLUTIONS, INC.	110-01-50101-233-000	AT&T ENCODER MAINT.	683.55
161605	9/21	T & A INDUSTRIAL, LTD.	110-03-53103-361-000	08/16-ST SAFETY PROD	52.07
161606	9/21	MARTIN PETERSEN COMPANY, INC.	520-09-50201-347-000	08/16-TD HVAC SERVIC	1,001.06
161607	9/21	FIFTY STATES DIST.	110-02-52203-259-000	07/16 LAUNDRY SERVIC	2,120.56
161608	9/21	STEPP EQUIPMENT CO.	630-09-50101-393-000	08/16 PARTS/MATERIAL	203.62
161609	9/21	AMERICAN HYDRAULICS	630-09-50101-393-000	08/16 SE PARTS/SERVI	2,136.00
			630-09-50101-393-000	08/16 SE PARTS/SERVI	658.00
				..... CHECK TOTAL	2,794.00
161610	9/21	DAN'S TOOLS INC.	110-03-53103-361-000	08/16 ST TOOLS, SUPP	104.00
161611	9/21	MOORE OIL COMPANY	110-02-52203-344-000	08/16 FD BULK OIL	899.25
161612	9/21	TRADITIONAL CONCRETE PRODUCT	110-03-53109-374-000	UPSWEEP ARM:	3,520.00

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161613	9/21	CENTRAL SAW AND MOWER	110-05-55109-344-000	08/16 PA PARTS & SER	489.00
			110-05-55109-369-000	08/16 PA PARTS & SER	399.00
			110-05-55109-369-000	08/16 PA PARTS & SER	399.00
			110-05-55109-369-000	08/16 PA PARTS & SER	249.98
			110-05-55109-344-000	09/16 PA PARTS & SER	239.12
			110-05-55109-344-000	08/16 PA PARTS & SER	70.00
			501-09-50106-344-000	09/16 PA FORESTRY SU	20.84
				..... CHECK TOTAL	1,866.94
161614	9/21	STAPLES	501-09-50101-311-000	09/16 SW MISC OFFICE	181.33
			110-02-52102-365-000	08/16 PD MISC OFFICE	179.10
			110-02-52103-311-000	08/16 PD MISC OFFICE	149.80
			110-01-50301-311-000	09/16 LE MISC OFFICE	89.47
			110-02-52103-311-000	09/16 PD MISC OFFICE	87.66
			110-01-51901-311-000	09/16 CT MISC OFFICE	82.60
			110-01-50901-311-000	08/16 AS MISC OFFICE	76.14
			110-03-53101-311-000	08/16 PW MISC OFFICE	58.00
			630-09-50101-393-000	08/16 SE MISC OFFICE	44.25CR
			630-09-50101-393-000	09/16 SE MISC OFFICE	88.50CR
				..... CHECK TOTAL	771.35
			161615	9/21	GLEASON REDI-MIX
501-09-50105-355-000	09/16-SW CONCRETE MA	1,060.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	955.50			
501-09-50105-355-000	08/16-SW CONCRETE MA	782.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	736.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	736.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	709.50			
501-09-50105-355-000	08/16-SW CONCRETE MA	612.50			
501-09-50105-355-000	08/16-SW CONCRETE MA	588.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	490.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	400.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	400.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	400.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	346.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	240.00			
501-09-50105-355-000	08/16-SW CONCRETE MA	170.00			
 CHECK TOTAL	9,775.50			
161616	9/21	LOGISTICS PLUS			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161617	9/21	MSC INDUSTRIAL SUPPLY	110-02-52203-385-000	08/16-FD SUPPLIES/RE	339.61
			630-09-50101-393-000	08/16-SE FASTENERS	141.80
			110-02-52203-344-000	08/16-FD SUPPLIES/RE	23.21
			110-02-52203-344-000	08/16-FD SUPPLIES/RE	17.42
				..... CHECK TOTAL	522.04
161618	9/21	DELL COMPUTERS	241-09-50101-363-000	LAPTOP COMPUTERS	11,990.00
161619	9/21	HERBST OIL, INC.	520-09-50106-341-000	09/16-TD DIESEL FUEL	14,012.63
161620	9/21	HANSEN'S POOL & SPA INC	110-01-51801-382-000	07/16 MB SUPPLIES/FO	118.93
			110-01-51801-382-000	08/16 MB SUPPLIES/FO	64.97
				..... CHECK TOTAL	183.90
161621	9/21	R.K.W. REDI MIX CONCRETE	501-09-50105-355-000	08/16 SW CONCRETE MA	690.00
161622	9/21	WISCONSIN CHAPTER IAEI	110-01-51601-264-000	TRAINING-MOORE	175.00
			110-01-51601-264-000	TRAINING-RASMUSSON	120.00
				..... CHECK TOTAL	295.00
161623	9/21	SKM, LLC	110-02-52203-344-000	08/16-FD MATERIALS &	897.32
			110-02-52203-344-000	08/16-FD MATERIALS &	285.06
				..... CHECK TOTAL	1,182.38
161624	9/21	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	08/16 DEDUCTS	1,593.72
161625	9/21	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	08/16 GO BEER & SOFT	121.80
			524-05-50101-397-000	08/16 GO BEER & SOFT	114.75
			524-05-50101-397-000	08/16 GO BEER & SOFT	65.80
			524-05-50101-397-000	08/16 GO BEER & SOFT	51.70
				..... CHECK TOTAL	354.05
161626	9/21	LYNCH & ASSOCIATES	402-11-51513-585-000	07/16-ENG SERV 6 AV/	15,260.00
			403-11-51102-588-000	07/16-ENG SERV 6 AV/	2,250.00
				..... CHECK TOTAL	17,510.00
161627	9/21	HALLMAN LINDSAY	110-05-55109-244-000	08/16-PA PAINT/PRODU	106.49
			110-05-55109-244-000	08/16-PA PAINT/PRODU	77.41
			110-05-55109-344-000	08/16-PA PAINT/PRODU	31.99
			 CHECK TOTAL	215.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161628	9/21	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525 611-09-50101-155-525	10/16 PREMIUMS 10/16 PREMIUMS CHECK TOTAL	51,474.24 140.64CR 51,333.60
161629	9/21	GRAINGER	521-09-50101-353-000 520-09-50401-347-000 521-09-50101-375-000 521-09-50101-344-000 521-09-50101-344-000 521-09-50101-344-000 521-09-50101-344-000	08/16-AR PARTS/MATER 08/16 TD PARTS & MAT 08/16-AR PARTS/MATER 08/16-AR PARTS/MATER 08/16-AR PARTS/MATER 08/16-AR PARTS/MATER 08/16-AR PARTS/MATER CHECK TOTAL	492.48 121.86 107.04 44.74 13.28 13.28 11.14 803.82
161630	9/21	TIME WARNER CABLE	110-01-51102-233-000	9/17-10/16 CITY HALL	786.00
161631	9/21	LEE PLUMBING, HEATING AND	520-09-50201-235-000	07/16 TD HVAC/PLUMBI	823.00
161632	9/21	SAFETY-KLEEN INC	520-09-50201-389-000	08/16 SOLVENT	185.28
161633	9/21	GILLIG CORPORATION	520-09-50201-347-000 520-09-50201-347-000 520-09-50201-347-000	08/16-BUS PARTS 08/16-BUS PARTS 08/16-BUS PARTS CHECK TOTAL	318.00 63.52 30.05 411.57
161634	9/21	IAFF/NATIONWIDE	110-00-21574-000-000	9/1-15/16 DEDUCTS	18,771.89
161635	9/21	BRUCE MUNICIPAL EQUIPMENT	403-11-51403-579-000	STREET SWEEPER	275,510.00
161636	9/21	GERBER LEISURE PRODUCTS	713-00-21997-000-000	MEMORIAL BENCH	1,505.00
161637	9/21	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	09/16 DEDUCTS	2,509.76
161638	9/21	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	9/1-15/16 DEDUCTS 9/1-15/16 DEDUCTS CHECK TOTAL	6,829.89 692.50 7,522.39
161639	9/21	RADIO ENGINEERING INDUSTRIES	520-09-50201-369-000	SURVEILLANCE SYSTEM	2,635.00
161640	9/21	AURORA HEALTH CARE	110-01-51303-216-000 520-09-50101-216-000 631-09-50101-219-000 110-00-15601-000-000 110-00-15202-000-000	08/16 SCREENS 08/16 SCREENS 08/16 SCREENS 08/16 SCREENS 08/16 SCREENS CHECK TOTAL	1,210.00 396.00 30.00 30.00 30.00 1,696.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161641	9/21	CHILDS, CRAIG D, PHD, S.C.	110-01-51303-216-000	3 LEADERSHIP EVALS	3,600.00
161642	9/21	CORELOGIC	110-00-21106-000-000	1831 57TH ST	662.21
161643	9/21	STANCZAK, STEPHEN M.	110-01-51303-261-000	07-08/16 370 MILES	199.80
161644	9/21	LABAHN, JEFFREY B.	110-01-51601-261-000	04/16 68.7 MILES	37.10
161645	9/21	POLTROCK, JAMES T.	206-02-52205-264-000	9/14-16 PSOW CONF RE	195.00
161646	9/21	THOMAS, WILLIAM	110-02-52203-264-000	9/15 EVT REG	60.00
161647	9/21	BRAGUE, DALE	110-02-52203-264-000	09/15 EVT REG	30.00
161648	9/21	MCKINNEY, JODI	110-05-55101-261-000	05/16 51.2 MILES	27.65
			110-05-55101-261-000	08/16 44.8 MILES	24.19
			110-05-55101-261-000	06/16 38.4 MILES	20.74
			110-05-55101-261-000	07/16 32 MILES	17.28
			110-05-55101-261-000	04/16 25.6 MILES	13.82
			110-05-55101-261-000	02/16 12.8 MILES	6.91
			110-05-55101-261-000	03/16 6.4 MILES	3.46
				..... CHECK TOTAL	114.05
161649	9/23	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	09/16-PA ELECTRICAL	96.71
			110-03-53109-375-000	09/16-ST ELECTRICAL	12.09
				..... CHECK TOTAL	108.80
161650	9/23	HWY C SERVICE	501-09-50105-344-000	09/16-SW PARTS	397.44
			110-05-55109-344-000	09/16-PA#3067 PARTS	6.98
				..... CHECK TOTAL	404.42
161651	9/23	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	08/16 TD ELECTRICAL	7.08
161652	9/23	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY HRLY	8,566.00
			110-00-21562-000-000	WATER HRLY	3,166.62
			110-00-21562-000-000	MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,747.62
161653	9/23	WE ENERGIES	520-09-50301-221-000	8/02-8/31	10,068.76
			110-01-51801-221-000	8/02-8/31	6,693.29
			521-09-50101-221-000	8/03-9/01	2,564.47
			520-09-50401-221-000	8/01-8/30	2,394.33
			110-05-55111-221-000	8/02-8/31	1,731.40
			110-02-52203-221-000	07/31-8/29	1,709.40
			110-05-55109-221-000	8/01-8/30	1,702.59
			521-09-50101-221-000	8/04-9/02	1,506.90
			110-01-51802-221-000	912 35TH ST	1,382.14
			110-03-53103-221-000	8/01-8/30	1,281.45
			110-03-53109-221-000	8/01-8/30	1,104.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	8/02-8/31	973.79
			110-02-52203-221-000	8/03-9/01	943.31
			110-03-53109-221-000	8/03-9/01	684.42
			110-03-53109-221-000	8/04-9/02	658.60
			110-03-53109-221-000	8/08-9/07	509.54
			110-03-53109-221-000	7/31-8/29	319.12
			110-05-55111-221-000	8/01-8/30	242.36
			110-02-52110-221-000	8/01-8/30	231.45
			110-01-51801-222-000	8/01-8/30	227.04
			110-03-53103-221-000	7/31-8/29	139.45
			110-05-55102-221-000	8/02-8/31	131.73
			110-03-53103-222-000	7/31-8/29	86.87
			110-05-55109-221-000	8/04-9/02	70.86
			110-05-55109-221-000	7/18-8/16	70.47
			110-05-55111-222-000	8/01-8/30	69.39
			110-02-52203-222-000	7/29-8/28+	65.26
			110-02-52203-222-000	8/03-9/01	59.65
			110-02-52203-222-000	8/01-8/30	50.06
			110-05-55109-221-000	8/03-9/01	46.23
			521-09-50101-222-000	8/03-9/01	34.22
			110-03-53116-222-000	8/01-8/30	28.60
			520-09-50401-222-000	7/28-8/28	26.35
			632-09-50101-222-000	7/31-8/29	26.13
			110-05-55109-222-000	7/31-8/29	25.39
			633-09-50101-222-000	7/31-8/29	24.65
			110-02-52203-222-000	7/31-8/29	18.84
			110-01-51802-221-000	2210 52ND ST	17.60
			110-02-52110-222-000	8/01-8/30	13.44
			110-02-52103-222-000	8/04-9/05	10.56
				..... CHECK TOTAL	37,944.69
161654	9/23	OAKES & SON, INC., A. W.	405-11-51602-587-000	REVTMENT REPAIR	1,060.00
161655	9/23	BADGER OIL EQUIPMENT CO.	630-09-50101-235-000	09/16 SE FUEL PUMP R	348.81
161656	9/23	BROOKS TRACTOR, INC.	630-09-50101-393-000	08/16 SE PARTS & MAT	920.13
161657	9/23	FABICK	630-09-50101-393-000	08/16 SE PARTS & MAT	312.50
			630-09-50101-393-000	08/16 SE #3208 PARTS	78.36
			630-09-50101-393-000	09/16 SE PARTS & MAT	31.14
			 CHECK TOTAL	422.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161658	9/23	CHASE BANK KENOSHA	110-00-21513-000-000	9/23/16 HRLY DEDCTS	21,358.78
			110-00-21612-000-000	9/23/16 HRLY DEDCTS	11,729.89
			110-00-21511-000-000	9/23/16 HRLY DEDCTS	11,729.79
			110-00-21514-000-000	9/23/16 HRLY DEDCTS	3,195.24
			110-00-21614-000-000	9/23/16 HRLY DEDCTS	3,194.95
				..... CHECK TOTAL	51,208.65
161659	9/23	WIS DEPT OF JUSTICE	520-09-50101-219-000	08/16-SERVICES	14.00
			110-01-51303-219-000	08/16-SERVICES	14.00
			631-09-50101-219-000	08/16-SERVICES	7.00
			110-00-15202-000-000	08/16-SERVICES	7.00
				..... CHECK TOTAL	42.00
161660	9/23	ZILSKE LAW FIRM S C	110-09-56405-212-000	6/1-7/25/16 YOUNG	881.34
			520-09-50101-161-000	6/3-8/16/16 SCHMIDT	652.50
				..... CHECK TOTAL	1,533.84
161661	9/23	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000	09/16-SW TOOLS/SUPPL	306.10
			501-09-50105-235-000	07/16 SW TOOLS AND S	166.87
				..... CHECK TOTAL	472.97
161662	9/23	HOLLAND SUPPLY, INC.	110-02-52203-344-000	09/16-FD HYDRAULIC F	68.80
161663	9/23	GORDIE BOUCHER FORD	110-03-53117-344-000	EQUIPMENT REPAIRS	3,775.98
161664	9/23	DECKER SUPPLY COMPANY, INC	110-03-53103-344-000	STEEL NOSE ASSEMBLY	715.50
161665	9/23	CICCHINI ASPHALT LLC	501-09-50105-219-000	09/16 SW ASPHALT INS	464.75
161666	9/23	FIRST ADVANTAGE	110-00-15201-000-000	08/16-SERVICES	67.80
			110-01-51303-219-000	08/16-SERVICES	39.40
			520-09-50101-219-000	08/16-SERVICES	15.00
				..... CHECK TOTAL	122.20
161667	9/23	LEE PLUMBING, INC.	110-02-52203-246-000	08/16 FD #4 PLUMBING	194.00
			110-02-52203-241-000	08/16 FD #7 HVAC, PL	110.00
			 CHECK TOTAL	304.00
161668	9/23	GENFARE	520-09-50201-347-000	ELEC. BOARDS	4,028.96

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161669	9/23	UNISOURCE WORLDWIDE	110-01-51101-311-000	09/16-FN PAPER PRODU	586.68
161670	9/23	FRONTIER	110-02-52203-225-000	8/22-9/21 FIRE	42.05
161671	9/23	HEALTHSTAT	611-09-50101-155-504	08/16 MID LVL PROV	14,970.83
			611-09-50101-155-504	08/16 PROG ADMIN FEE	11,738.40
			611-09-50101-155-504	08/16 REF LAB FEE	10,292.52
			611-09-50101-155-504	08/16 MED OFFC ASSIS	5,562.84
			611-09-50101-155-504	07/16 MID LVL PROV	1,061.32
			611-09-50101-155-504	07/16 BANK FEES	114.63
			611-09-50101-155-504	08/16 MED SUPPLIES	5.66
			611-09-50101-155-504	08/16 CO PYMNTS	320.00CR
				..... CHECK TOTAL	43,426.20
161672	9/23	HENRY SCHEIN	206-02-52205-318-000	09/16-FD MED SUPPLIE	547.52
			206-02-52205-318-000	08/16-FD MED SUPPLIE	393.32
			206-02-52205-318-000	09/16-FD MED SUPPLIE	327.31
			206-02-52205-318-000	08/16-FD MED SUPPLIE	262.15
			206-02-52205-318-000	08/16-FD MED SUPPLIE	233.15
			206-02-52205-318-000	09/16-FD MED SUPPLIE	137.86
			206-02-52205-318-000	08/16-FD MED SUPPLIE	129.20
			206-02-52205-318-000	08/16-FD MED SUPPLIE	129.20
			206-02-52205-318-000	08/16-FD MED SUPPLIE	129.20
				..... CHECK TOTAL	2,288.91
161673	9/23	MALSACK, J	461-11-51501-581-000	08/16 CUTTING C	1,875.99
			463-11-51502-219-000	08/16 CUTTING B	1,076.50
			463-11-51502-219-000	08/16 CUTTING D	865.54
			110-09-56501-259-570	08/16 4813 28TH AVE	587.15
			110-09-56501-259-570	08/16 4811 37TH AVE	415.05
			110-09-56501-259-570	08/16 2019 61 ST	290.00
			110-09-56501-259-570	08/16 8215 43RD AVE	163.30
			110-09-56501-259-570	08/16 7611 28TH AVE	150.00
			110-09-56501-259-570	08/16 1508 54TH ST	140.00
			110-09-56501-259-570	08/16 704 75TH ST	124.20
			110-09-56501-259-570	08/16 7201 45TH AVE	107.50
			110-09-56501-259-570	09/16 5503 23RD AVE	105.75
			110-09-56501-259-570	08/16 5602 44TH AVE	86.90
			463-11-51402-219-000	08/16 5706 8TH AVE	63.46
			110-09-56501-259-570	08/16 1511 74TH ST	61.83
			110-09-56501-259-570	08/16 2721 63RD AVE	47.65
			461-11-51401-581-000	08/16 4907 37TH AVE	22.66
			 CHECK TOTAL	6,183.48

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161674	9/23	INSTY-PRINTS	110-03-53103-311-000	08/16-ST PRINTING SE	101.42
161675	9/23	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	80397069915304 9/23	76.09
161676	9/23	JOHNSON BANK	110-00-21532-000-000	CITY HRLY	1,007.11
			110-00-21532-000-000	WATER HRLY	618.65
				..... CHECK TOTAL	1,625.76
161677	9/23	FASTENAL COMPANY	110-05-55109-361-000	08/16 PA TOOLS/MATER	121.72
			501-09-50105-344-000	09/16 SW TOOLS/MATER	110.14
			501-09-50105-344-000	09/16 SW TOOLS/MATER	95.96
			205-03-53118-344-000	09/16 WA TOOLS/MATER	54.89
			110-05-55109-344-000	09/16 PA TOOLS/MATER	47.41
			110-05-55109-344-000	08/16 PA TOOLS/MATER	46.69
			110-05-55109-344-000	07/16 PA TOOLS/MATER	30.66
			110-05-55109-361-000	08/16 PA TOOLS/MATER	30.62
			110-05-55109-361-000	08/16 PA TOOLS/MATER	30.07
			110-05-55109-361-000	08/16 PA TOOLS/MATER	25.07
			630-09-50101-393-000	08/16 SE TOOLS/MATER	8.85
			110-03-53110-389-000	08/16 ST TOOLS/MATER	5.97
			630-09-50101-393-000	08/16 SE TOOLS/MATER	.84
				..... CHECK TOTAL	608.89
161678	9/23	CARQUEST AUTO PARTS	520-09-50201-347-000	08/16 TD PARTS & MAT	1,090.49
			520-09-50401-347-000	08/16 TD PARTS & MAT	439.28
				..... CHECK TOTAL	1,529.77
161679	9/23	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000	8/1-31/16 WENGER	593.00
			110-09-56405-212-000	7/3-8/31/16 MIFFLIN	225.00
			110-09-56405-212-000	9/6/14 HUSENICA	15.00
				..... CHECK TOTAL	833.00
161680	9/23	CDW-G	110-02-52101-363-000	DVD/CD COPY TOWER	453.51
161681	9/23	CHAPTER 13 TRUSTEE	110-00-21581-000-000	G GRANADO 9/23/16	104.00
161682	9/23	LOGISTICS PLUS	205-03-53118-219-000	09/16-TIRE RECYCLING	1,339.00
			205-03-53118-219-000	09/16-TIRE RECYCLING	1,339.00
			 CHECK TOTAL	2,678.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161683	9/23	MILWAUKEE COUNTY-HOUSE OF	110-01-51901-311-000 110-01-51201-311-000	PRINTING SERVICES PRINTING SERVICES CHECK TOTAL	1,995.00 330.00 2,325.00
161684	9/23	DYNAMIC RECYCLING, INC	205-03-53118-253-000	09/16 ELECTRONIC REC	2,008.55
161685	9/23	HERBST OIL, INC.	520-09-50106-341-000	09/16-TD DIESEL FUEL	13,800.75
161686	9/23	ILLINOIS ASSOC OF CODE	110-01-51601-264-000	9/14/16-R KATH	45.00
161687	9/23	HABITAT FOR HUMANITY	217-06-51621-259-000	#5964375 - REQ #5	40,842.77
161688	9/23	SOLUTRAN, INC	611-09-50101-155-000	10/16 PROGRAN FEES	364.56
161689	9/23	PREMIUM WATERS, INC	761-09-50101-389-000	09/16-WATER COOLER	7.95
161690	9/23	WIS SCTF	110-00-21581-000-000	9/23/16 HRLY DEDCTS	1,494.18
161691	9/23	B & H PHOTO-VIDEO INC	205-03-53118-311-000	PRESENTATION CART	365.76
161692	9/23	AMERICAN AUTO BODY	520-09-50201-344-000	REPAINT BUS 4027	3,300.00
161693	9/23	TEK SYSTEMS	110-01-51102-219-000 110-01-51102-219-000 110-01-51102-219-000	P/E 8/27 TEMP STAFFI P/E 9/10 TEMP STAFFI P/E 9/3 TEMP STAFFI CHECK TOTAL	2,368.00 2,368.00 1,776.00 6,512.00
161694	9/23	PAYNE & DOLAN	403-11-51413-589-000 403-11-51413-589-000	AGGREGATE ST CREEK HER HEIGHTS AGG CHECK TOTAL	6,018.38 325.64 6,344.02
161695	9/23	TIME WARNER CABLE	761-09-50101-233-000 761-09-50101-225-000	9/9-10/8 PHONE/RR 9/9-10/8 PHONE/RR CHECK TOTAL	69.97 60.75 130.72
161696	9/23	CINTAS CORP	632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000 110-05-55109-259-000	08/16 SE UNIFORM/GLO 08/16 TD UNIFORM/GLO 08/16 FD UNIFORM/GLO 08/16 PA UNIFORM/GLO CHECK TOTAL	606.78 536.11 249.76 56.76 1,449.41

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161697	9/23	EZ PACK N SHIP ETC, INC	520-09-50201-347-000	08/16 TD UPS SERVICE	68.55
			110-01-51306-312-000	08/16 PD UPS SERVICE	43.75
			520-09-50401-311-000	08/16 TD UPS SERVICE	7.19
				..... CHECK TOTAL	119.49
161698	9/23	GATEWAY TECH COLLEGE	245-09-50101-264-000	6 IN-SERVICE TRAIN	489.24
161699	9/23	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	08/16-MB SECURITY CH	68.00
161700	9/23	WHOLESALE DIRECT INC	110-02-52203-235-000	09/16 FD PARTS & MAT	302.22
			110-02-52203-235-000	07/16 FD PARTS & MAT	94.44
			630-09-50101-393-000	04/16 SE CREDIT	92.69CR
				..... CHECK TOTAL	303.97
161701	9/23	BUSCHE, JUDY LLC	110-01-50301-219-000	08/16 LE SERVICES OF	370.00
			110-09-56501-259-565	08/16 CD SERVICES OF	55.00
			110-01-51601-219-000	08/16 CD SERVICES OF	55.00
				..... CHECK TOTAL	480.00
161702	9/23	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	08/16 FD #3 CONSUMAB	520.05
			110-02-52203-382-000	08/16 FD #6 CONSUMAB	152.95
				..... CHECK TOTAL	673.00
161703	9/23	AIRGAS NORTH CENTRAL	632-09-50101-389-000	08/16 SE INDUSTRIAL	340.80
			206-02-52205-344-000	08/16 FD #4 INDUSTRI	206.82
			520-09-50201-317-000	09/16 TD INDUSTRIAL	165.52
			206-02-52205-344-000	08/16 FD #7 INDUSTRI	90.95
			206-02-52205-389-000	08/16 FD #5 INDUSTRI	53.56
			206-02-52205-389-000	08/16 FD #3 INDUSTRI	53.56
			632-09-50101-389-000	08/16 SE INDUSTRIAL	37.12
			521-09-50101-344-000	08/16 AR INDUSTRIAL	34.84
			206-02-52205-389-000	08/16 FD #2 INDUSTRI	12.90
				..... CHECK TOTAL	996.07
161704	9/23	KENOSHA TIRE	110-05-55109-344-000	08/16 TIRES/SERVICE	10.00
161705	9/23	RED THE UNIFORM TAILOR	110-02-52103-367-000	08/16 POLICE UNIFORM	367.78
			110-02-52103-367-000	09/16 POLICE UNIFORM	337.70
			110-02-52103-367-000	08/16 POLICE UNIFORM	337.70
			110-02-52103-367-000	08/16 POLICE UNIFORM	255.75
			110-02-52103-367-000	08/16 POLICE UNIFORM	239.80
			110-02-52103-367-000	09/16 POLICE UNIFORM	193.05
			520-09-50101-367-000	08/16 TD UNIFORM ITE	125.24
			110-02-52206-367-000	08/16 FD UNIFORMS	85.00
			110-02-52103-311-000	08/16 POLICE UNIFORM	71.95
			520-09-50101-367-000	09/16 TD UNIFORM ITE	54.90
			110-02-52103-367-000	08/16 POLICE UNIFORM	25.90
			110-02-52103-365-000	09/16 POLICE UNIFORM	10.00
			 CHECK TOTAL	2,104.77

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161706	9/23	CLARK DIETZ, INC	403-11-51413-589-000	08/16 SERVICES CONST	692.42
161707	9/23	SPORTS PHYSICAL THERAPY CNTR	110-09-56405-161-000	8/24/16 GALLEY	555.00
			110-09-56405-161-000	8/9/16 GALLEY	416.00
			110-09-56405-161-000	8/4/16 GALLEY	416.00
				..... CHECK TOTAL	1,387.00
161708	9/23	KENOSHA RADIOLOGY CENTER	110-09-56405-161-000	8/30/16 KIEKHOEFER	1,136.00
161709	9/23	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	8/11/16 TAUTGES	337.50
161710	9/23	AURORA HEALTH CARE	110-09-56405-161-000	8/4/16 GONZALES	371.45
161711	9/23	KARR, RICHARD, M.D., S.C.	110-09-56405-161-000	8/23/16 WENGER	1,395.00
161712	9/23	LP CHIROPRACTIC, LLC	110-09-56405-161-000	7/13-15/16 KOPP	95.00
			110-09-56405-161-000	8/26/16 KOPP	50.90
			110-09-56405-161-000	7/6/16 KOPP	47.50
				..... CHECK TOTAL	193.40
161713	9/23	ENCORE UNLIMITED LLC	110-09-56405-161-000	8/15-31/16 GONZALES	216.22
161714	9/23	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	8/4/16 KOPP	72.80
161715	9/23	WICK-NEITZEL, KATE E.	520-09-50101-161-000	8/10-9/19/16 MCCOY	987.90
			110-09-56405-161-000	7/18-9/16/16 GLASS	875.70
				..... CHECK TOTAL	1,863.60
161716	9/23	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	08/16 MEDICAL DIRECT	5,971.92
161717	9/23	PT PROS COMP LLC	110-09-56405-161-000	8/17/16 GLASS	400.00
			110-09-56405-161-000	8/23/16 BARLETT	260.00
				..... CHECK TOTAL	660.00
161718	9/23	UHS PHYSICIANS CLINIC	110-09-56405-161-000	8/16/16 KIEKHOEFER	193.80
			110-09-56405-161-000	8/10/16 KIEKHOEFER	133.00
				..... CHECK TOTAL	326.80
161719	9/23	FIREHOUSE PERFORMANCE	110-02-52103-344-000	08/16 PD #3206 TIRES	613.02
			110-02-52103-344-000	08/16 PD #3141 TIRES	290.81
			 CHECK TOTAL	903.83

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161720	9/23	AMERICOLLECT, INC	110-00-21581-000-000	G WALUS 9/23/16	157.90
161721	9/23	MAY, DAVID	110-02-52107-263-000 110-02-52102-341-000	8/30-9/1-APPLETON 9/1/16-APPLETON FUEL CHECK TOTAL	75.00 17.50 92.50
161722	9/23	DULANEY, JOHN	110-03-53103-261-000	TRAINING GREEN BAY	171.72
161723	9/28	ABILITY GLASS, INC	520-09-50201-344-000	09/16 TD GLASS & REP	820.60
161724	9/28	YAMAHA MOTOR CORP.	524-05-50101-282-000	09/16-GOLF CARTS	2,386.53
161725	9/28	CROWN TROPHY OF KENOSHA	713-00-21997-000-000	09/16 PA TROPHIES/PL	30.00
161726	9/28	BINDELLI CONSTRUCTION INC	110-09-56501-259-569 110-09-56501-259-569	09/16 4907 37 AVE 09/16 6017 12 AVE CHECK TOTAL	600.00 90.12 690.12
161727	9/28	BLONER, JOHN JR	761-09-50101-264-000 761-09-50101-233-000	RENEWALS RENEWALS CHECK TOTAL	54.00 27.16 81.16
161728	9/28	LANDMARK TITLE CORPORATION	440-11-51601-581-000	ACQ 5902 5TH AVE	515,729.74
161729	9/28	WINGFOOT COMMERCIAL TIRE	110-02-52203-344-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/16-FD TIRES/SERVI 09/16-SE TIRES/SERVI 09/16-SE TIRES/SERVI 09/16-SE TIRES/SERVI 09/16-SE TIRES/SERVI 09/16-SE TIRES/SERVI CHECK TOTAL	2,789.06 2,271.40 1,619.29 1,376.82 409.66 244.31 8,710.54
161730	9/28	WILLKOMM INC., JERRY	630-09-50101-392-000	09/16-SE DIESEL FUEL	13,456.80
161731	9/28	WIS DEPT OF REVENUE	110-00-21512-000-000	9/1-15/16 DEDUCTS	109,502.07
161732	9/28	WE ENERGIES	110-05-55102-221-000 110-03-53109-221-000 110-05-55109-221-000 524-05-50101-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55108-221-000 110-03-53109-221-000 110-05-55102-221-000 110-03-53103-221-000 110-03-53109-221-000 110-05-55109-221-000	8/03-9/01 8/10-9/11 8/10-9/11 8/09-9/08 8/09-9/08 8/09-9/08 8/09-9/08 8/07-9/06 8/11-9/12 8/08-9/07 8/10-9/11 8/07-9/06 8/03-9/01 8/08-9/07	1,491.22 1,154.29 1,089.24 986.47 639.85 604.17 314.66 198.35 158.77 158.28 134.70 119.95 92.53

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-221-000	8/09-9/08	77.74
			110-05-55109-221-000	8/11-9/12	63.50
			110-05-55109-222-000	4/12-9/11	59.81
			110-05-55103-222-000	8/07-9/06	51.03
			110-03-53109-221-000	8/12-9/13	46.37
			110-03-53109-221-000	8/04-9/05	44.72
			524-05-50101-222-000	8/09-9/08	44.16
			110-05-55109-222-000	8/09-9/08	31.51
			110-05-55108-221-000	8/09-9/08	18.93
			110-05-55102-221-000	8/11-9/12	17.04
			110-05-55109-222-000	8/11-9/12	10.56
				..... CHECK TOTAL	7,607.85
161733	9/28	WIS RETIREMENT SYSTEM	110-00-21625-000-000	EMPLR	402,342.64
			110-00-21522-000-000	GEN	124,242.09
			110-00-21522-000-000	PD	85,336.29
			110-00-21522-000-000	FD	64,329.09
			110-00-21521-000-000	ADDT'L	15,250.00
			110-02-52203-153-000	PENS	7,287.53
			110-00-21522-000-000	ELEC	1,135.07
				..... CHECK TOTAL	699,922.71
161734	9/28	PFEIFFER TRANSMISSION	630-09-50101-393-000	09/16 TRANS. REPAIRS	1,200.00
161735	9/28	REINDERS INC.	524-05-50101-344-000	08/16 PA PARTS AND S	303.04
			524-05-50101-344-000	09/16 PA PARTS AND S	178.50
			110-05-55102-344-000	09/16 PA PARTS AND S	151.75
			110-05-55109-344-000	08/16 PA PARTS AND S	107.33
			524-05-50101-344-000	09/16 PA PARTS AND S	56.46
			524-05-50101-344-000	08/16 PA PARTS AND S	46.76
				..... CHECK TOTAL	843.84
161736	9/28	BATTERIES PLUS LLC	206-02-52205-385-000	09/16 FD BATTERIES &	33.90
161737	9/28	WISCONSIN SCREEN PROCESS, INC	110-02-52203-369-000	08/16-FD IDENTIFIERS	235.20
161738	9/28	DWD-UI	520-09-50101-157-000	08/16-UNEMPLOYMENT	1,298.00
			110-09-56308-157-000	08/16-UNEMPLOYMENT	568.71
			110-00-15601-000-000	08/16-UNEMPLOYMENT	2.36
			631-09-50101-157-000	08/16-UNEMPLOYMENT	57.13CR
			 CHECK TOTAL	1,811.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161739	9/28	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	09/16 TD AIR CONDITI	207.70
161740	9/28	CHEMSEARCH	110-03-53107-344-000	SOLVENT	140.00
161741	9/28	PETCO	110-02-52103-381-000	09/16 PET FOOD & SUP	89.68
161742	9/28	PITNEY BOWES GLOBAL FINANCE	110-01-51306-282-000	09/16-CT MACHINE LEA	386.59
161743	9/28	PARKSIDE TRUE VALUE HARDWARE	110-03-53113-389-000	08/16-ST MERCHANDIS	10.99
161744	9/28	BRUSKE PRODUCTS	630-09-50101-393-000	09/16 SE BROOMS/BRUS	280.50
161745	9/28	MANDLIK & RHODES	501-09-50102-219-000	09/16 WASTE COUPON P	351.53
			501-09-50102-219-000	08/16 ADMIN FEE	350.00
			501-09-50102-219-000	09/16 WASTE COUPON P	29.99
				..... CHECK TOTAL	731.52
161746	9/28	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	CITY V. A IWEN	360.00
161747	9/28	CICCHINI ASPHALT LLC	402-11-51603-585-000	7TH AVE PROJECT	289,977.63
			403-11-51504-588-000	7TH AVE PROJECT	37,410.88
			402-11-51503-585-000	7TH AVE PROJECT	29,000.00
			501-09-50105-219-000	09/16 ST ASPHALT INS	442.00
				..... CHECK TOTAL	356,830.51
161748	9/28	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	09/16 CT MAINTENANCE	676.00
			110-02-52201-232-000	09/16 FD MANAGED PRI	285.95
			110-01-51601-232-000	09/16 CD MANAGED PRI	214.20
			110-02-52201-232-000	09/16 FD MAINTENANCE	193.75
			631-09-50101-232-000	09/16 COPIER CHARGES	164.55
			501-09-50101-232-000	09/16 COPIER CHARGES	164.55
			110-03-53101-232-000	09/16 COPIER CHARGES	164.55
			110-02-52101-232-000	08/16 PD OPS SERVICE	158.07
			110-01-51601-232-000	09/16 CD MAINTENANCE	156.00
			110-01-51301-232-000	09/16 AD MAINT AGREE	142.50
			110-01-51601-232-000	08/16 CD OVERAGES	138.17
			110-02-52103-232-000	08/16 PD DET SERVICE	133.06
			520-09-50301-232-000	09/16 TD MANAGED PRI	119.00
			110-05-55101-232-000	09/16 PA MANAGED PRI	119.00
			110-01-51201-232-000	09/16 CT MANAGED PRI	119.00
			110-01-51101-232-000	09/16 FN MANAGED PRI	119.00
			631-09-50101-232-000	09/16 EN MANAGED PRI	95.20
			110-03-53103-232-000	09/16 ST MANAGED PRI	95.20
			110-01-52001-232-000	09/16 MC MANAGED PRI	95.20
			110-01-51303-232-000	09/16 PE MANAGED PRI	95.20
			110-01-50901-232-000	09/16 AS MANAGED PRI	95.20
			632-09-50101-232-000	09/16 SE MANAGED PRI	71.40
			110-01-50301-232-000	09/16 LE MANAGED PRI	71.40
			110-01-51601-232-000	09/16 CD MAINTENANCE	62.99

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-50301-232-000	08/16 LE OVERAGES	57.44
			110-01-51303-232-000	09/16 PE SERVICE AGR	57.06
			110-03-53116-232-000	09/16 WA MANAGED PRI	47.60
			110-01-51301-232-000	09/16 AD MANAGED PRI	47.60
			110-02-52201-232-000	08/16 FD OVERAGES	47.23
			520-09-50301-232-000	09/16 TD SERVICE AGR	44.09
			110-01-51102-232-000	09/16 DP COPIER MAIN	39.00
			110-05-55101-232-000	09/16 PA MAINTENANCE	32.66
			110-01-50901-232-000	09/16 AS COPIER MAIN	27.51
			501-09-50105-232-000	09/16 ST MAINT CONTR	27.39
			110-01-51301-232-000	08/16 AD OVERAGES	24.42
			110-01-52001-232-000	09/16 MC COPIER MAIN	24.00
			521-09-50101-232-000	09/16 AR MANAGED PRI	23.80
			110-03-53101-232-000	09/16 PW MANAGED PRI	23.80
			110-02-52201-232-000	09/16 FD MANAGED PRI	23.80
			110-01-51102-232-000	09/16 IT MANAGED PRI	23.80
			110-03-53103-232-000	09/16 ST MAINTENANCE	18.26
			521-09-50101-232-000	09/16 AR COPIER MAIN	16.98
			110-01-51601-232-000	08/16 CD OVERAGES	10.20
			501-09-50101-232-000	08/16 OVERAGES	8.71
			631-09-50101-232-000	08/16 OVERAGES	8.70
			110-05-55101-232-000	08/16 PA OVERAGES	5.24
			110-03-53101-232-000	08/16 OVERAGES	4.35
				..... CHECK TOTAL	4,392.78
161749	9/28	HOERNEL LOCK & KEY, INC.	110-05-55104-249-000	09/16 PA KEYS	10.85
161750	9/28	PIONEER COMMERCIAL CLEANING	632-09-50101-243-000	09/16-SE CLEANING SE	239.00
161751	9/28	PAUL CONWAY SHIELDS	206-02-52205-367-000	08/16-FD EMS UNIFORM	3,259.17
			110-02-52206-367-000	09/16 TURNOUT GEAR	7.99
				..... CHECK TOTAL	3,267.16
161752	9/28	US CELLULAR	110-02-52109-226-000	9/6-10/5 CELL PHONE	320.00
			110-01-51102-226-000	7-9/16 CELLULAR /HOT	247.17
			110-02-52109-226-000	9/6-10/5 10 GB	70.00
			110-02-52102-226-000	9/6-10/5 CELL AIR CH	32.38
			110-02-52108-226-000	9/6-10/5 AIR CHARGES	12.75
			110-02-52103-226-000	9/6-10/5 AIR CHARGES	5.20
			520-09-50401-226-000	9/06-10/05 TD CELLUL	3.95
			110-02-52101-226-000	9/6-10/5 CELL AIR CH	1.15
			 CHECK TOTAL	692.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161753	9/28	CUMMINS NPOWER, LLC	520-09-50201-347-000	09/16 TD PARTS/SERVI	1,337.12
			520-09-50201-347-000	09/16 TD PARTS/SERVI	281.12
			520-09-50201-347-000	09/16 TD PARTS/SERVI	70.64
				..... CHECK TOTAL	1,688.88
161754	9/28	VERIZON WIRELESS	110-01-51901-226-000	8/19-9/18 ELECTION M	148.40
161755	9/28	MALSACK, J	110-09-56501-259-570	09/16 6118 54TH AVE	680.72
			110-09-56501-259-570	08/16 1505 60TH ST	582.20
			110-09-56501-259-570	08/16 32ND AVE RETE	510.00
			110-09-56501-259-570	09/16 6314 12TH AVE	418.88
			110-09-56501-259-570	09/16 1740 BIRCH RD	418.80
			110-09-56501-259-570	09/16 1811 57TH ST	276.48
			110-09-56501-259-570	09/16 5210 58TH ST	269.23
			110-09-56501-259-570	09/16 1904 63RD ST	266.00
			110-09-56501-259-570	09/16 5507 23RD AVE	256.12
			110-09-56501-259-570	09/16 4622 10TH AVE	247.72
			110-09-56501-259-570	08/16 2219 ROOSEVELT	221.40
			110-09-56501-259-570	09/16 6916 38TH AVE	220.90
			110-09-56501-259-570	09/16 4308 6TH AVE	220.70
			110-09-56501-259-570	09/16 6422 SHERIDAN	215.96
			110-09-56501-259-570	09/16 7401 SHERIDAN	195.16
			110-09-56501-259-570	09/16 1807 50TH ST	193.20
			110-09-56501-259-570	09/16 1500 60TH ST	192.09
			110-09-56501-259-570	09/16 1607 50TH ST	157.85
			110-09-56501-259-570	08/16 2114 52ND ST	150.00
			110-09-56501-259-570	09/16 2027 61ST ST	140.00
			110-09-56501-259-570	09/16 1013 83RD ST	136.88
			110-09-56501-259-570	08/16 5710 22ND AVE	130.36
			110-09-56501-259-570	09/16 1502 61ST ST	130.35
			110-09-56501-259-570	09/16 3705 52ND ST	129.39
			110-09-56501-259-570	09/16 2018 45TH ST	124.69
			110-09-56501-259-570	09/16 5127 13 AVE	122.50
			110-09-56501-259-570	09/16 1310 68TH ST	114.84
			110-09-56501-259-570	09/16 912 47TH ST	108.85
			110-09-56501-259-570	09/16 6315 30TH AVE	105.00
			110-09-56501-259-570	09/16 6035 25TH AVE	100.00
			110-09-56501-259-570	08/16 6409 11TH AVE	79.78
			110-09-56501-259-570	09/16 6044 30TH AVE	79.69
			110-09-56501-259-570	09/16 6800 24TH AVE	71.06
			110-09-56501-259-570	09/16 434 43RD ST	64.80
			110-09-56501-259-570	08/16 5525 8TH AVE	45.00
			110-09-56501-259-570	08/16 2123 28TH ST	33.64
			110-09-56501-259-570	09/16 4605 8TH AVE	29.50
			110-09-56501-259-570	09/16 8004 22ND AVE	21.09
			110-09-56501-259-570	09/16 6803 35TH AVE	5.89
			 CHECK TOTAL	7,466.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161756	9/28	ELECTRICAL CONTRACTORS, INC	110-01-51801-246-000	7/16-MB 3RD FL LIGHT	176.00
161757	9/28	ALUMITANK INC	630-09-50101-393-000	09/16 SE #2231 PARTS	968.25
161758	9/28	ALIA, DUMEZ, DUNN & MCTERNAN	110-09-56402-219-000 110-09-56402-219-000 110-09-56402-219-000	BEAL-03/05/08 MILLER-10/25/03 ARNOLD-07/20/12 CHECK TOTAL	4,422.00 1,452.00 385.00 6,259.00
161759	9/28	KRAFTBILT	110-01-51101-311-000	7 COLUMN PADS	135.25
161760	9/28	WEDIGE AUTOMOTIVE	520-09-50201-344-000	09/16-TD CLEAN EXHAU	350.00
161761	9/28	STATE BAR OF WISCONSIN	110-01-50301-322-000	09/16 LEGAL PUBLICAT	65.53
161762	9/28	PIONEER ATHLETICS	110-05-55102-249-000	BRITESTRIPE	3,822.00
161763	9/28	RED WING SHOE CO	110-05-55109-367-000 110-03-53116-367-000	08/16-PW SAFETY BOOT 08/16-PW SAFETY BOOT CHECK TOTAL	100.00 100.00 200.00
161764	9/28	SKM, LLC	110-02-52203-344-000	09/16 MATERIALS & LA	95.92
161765	9/28	SUN LIFE FINANCIAL	611-09-50101-155-517 611-09-50101-155-517	10/16 STOP LOSS SPEC 10/16 STOP LOSS AGG CHECK TOTAL	120,704.04 6,447.36 127,151.40
161766	9/28	PERKINS OIL CO., INC	520-09-50106-341-000	09/16-LUBRICANT/OILS	3,978.50
161767	9/28	PENSKE TRUCK LEASING CO	110-01-51901-282-000	08/16-TRUCK RENTAL	351.81
161768	9/28	PREVOST CAR (US) INC	520-09-50201-347-000	07/16-BUS PARTS	478.33
161769	9/28	TIME WARNER CABLE	110-01-51102-233-000 110-01-51102-233-000	9/09-10/08 FIRE RR 9/19-10/18 STORES GA CHECK TOTAL	839.94 139.95 979.89
161770	9/28	LEE PLUMBING, HEATING AND	520-09-50201-344-000 520-09-50201-344-000	08/16-TD HVAC/PLUMBI 08/16-TD HVAC/PLUMBI CHECK TOTAL	709.00 176.00 885.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161771	9/28	CLEANCO	633-09-50101-243-000	09/16 LI JANITORIAL	970.25
161772	9/28	GILLIG CORPORATION	520-09-50201-347-000	08/16-BUS PARTS	144.60
161773	9/28	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	09/16 REPAIR PARTS	24.99
161774	9/28	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	9/16-30 PAYROLL 9/16-30 PAYROLL 9/16-30 PAYROLL 9/16-30 PAYROLL 9/16-30 PAYROLL 9/16-30 PAYROLL	2,001.28 29.02CR 100.06CR 100.70CR 124.08CR 236.00CR
				..... CHECK TOTAL	1,411.42
161775	9/28	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	9/16-30/16 PAYROLL 9/16-30/16 PAYROLL 9/16-30/16 PAYROLL 9/16-30/16 PAYROLL 9/16-30/16 PAYROLL 9/16-30/16 PAYROLL	948.80 13.76CR 25.00CR 32.80CR 58.83CR 81.00CR
				..... CHECK TOTAL	737.41
161776	9/28	PIEPER ELECTRIC	520-09-50401-246-000	SEMI-ANNUAL INSPECT	3,220.00
161777	9/28	UNITED HEALTHCARE INSURANCE	611-09-50101-155-518 611-09-50101-155-519 611-09-50101-155-519 611-09-50101-155-518	10/16 PREMIUM COMMISSION 09/16 ADJUSTMENTS 09/16 ADJUSTMENTS	35,588.66 3,928.96 4.48CR 40.58CR
				..... CHECK TOTAL	39,472.56
161778	9/28	SECURE PRODUCTS CORP	520-09-50106-311-000	07/16-TD SECURITY BA	142.72
161779	9/28	WE ENERGIES	461-11-51501-581-000	3004 60 ST RMVL	1,146.00
161780	9/28	WI DEPT SAFETY & PROF SVCS	110-02-52204-323-000	K POLTROCK CERT	53.34
161781	9/28	HANSEN, RICHARD	110-00-45103-000-000	REIS RESTITUTION	41.09
161782	9/28	GEISSMAN, SUE	402-11-51504-586-000	SIDEWALK REPAIR	516.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161783	9/28	POLTROCK, JAMES T.	206-02-52205-263-000 206-02-52205-264-000	9/21-23 KANSAS CITY 9/22-23 KANSAS CITY CHECK TOTAL	247.96 195.00 442.96
161784	9/28	KENDALL, JAMES K.	110-02-52102-263-000	SURVEILLANCE-LAKE CO	26.00
161785	9/28	BUCHANAN, CHAD	110-02-52102-263-000	SURVEILLANCE-LAKE CO	26.00
161786	9/28	WASHINGTON, AL	110-01-50901-261-000 110-01-50901-263-000	9/14-16 WI DELLS 9/14-16 WI DELLS CHECK TOTAL	170.10 52.21 222.31
161787	9/28	NORTON, JENNY	110-01-52001-263-000	9/13-16 STEVENS PT	310.35
161788	9/28	POFFENBERGER, MARK	110-02-52107-263-000	8/30-9/1 APPLETON	75.00
161789	9/28	VIOLA, LEO	110-02-52107-263-000	8/30-9/1 APPLETON	75.00
161790	9/28	NAUDI, SHEILA	110-01-52001-263-000 110-01-52001-261-000	9/13-16 STEVENS PT 9/13-16 STEVENS PT CHECK TOTAL	321.42 223.56 544.98
161791	9/28	THORNE, TODD A	110-02-52107-263-000 110-02-52102-341-000	8/30-9/1 APPLETON 8/31/16-FUEL APPLETO CHECK TOTAL	75.00 29.00 104.00
161792	9/28	AUSSE, TIMOTHY E	110-02-52107-263-000	8/30-9/1 APPLETON	75.00
161793	9/28	HAYEK, STEVE	110-03-53103-261-000	GR BAY 346.4 MILES	187.06
161794	9/28	BARBIAN, DANIEL R	110-02-52103-263-000	9/15/16-WINNEBAGO	8.00
161795	9/28	SORENSEN, DANIEL	110-02-52107-263-000	8/30-9/1 ST FRANCIS	24.00
161796	9/28	VANG, PA PHOUALA	110-01-51601-261-000	08/16-77 MILES	41.58
161797	9/30	ACE HARDWARE	110-02-52203-382-000 110-05-55109-344-000 110-05-55109-248-000 110-03-53113-389-000 110-03-53103-389-000 110-03-53110-371-000 110-03-53107-389-000 110-05-55109-361-000	08/16 FD MERCHANDISE 08/16 PA MERCHANDISE 08/16 PA MERCHANDISE 08/16 ST MERCHANDISE 08/16 ST MERCHANDISE 08/16 ST MERCHANDISE 08/16 ST MERCHANDISE 08/16 PA MERCHANDISE CHECK TOTAL	173.14 113.78 30.04 12.99 5.80 4.99 4.79 4.10 349.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161798	9/30	RNOW, INC.	630-09-50101-393-000	09/16-SE PARTS/MATER	1,980.50
			630-09-50101-393-000	09/16-SE PARTS/MATER	1,961.04
			630-09-50101-393-000	09/16-SE PARTS/MATER	1,444.08
			630-09-50101-393-000	09/16-SE PARTS/MATER	1,249.36
			630-09-50101-393-000	09/16-SE#2887 PARTS/	522.00
			630-09-50101-393-000	09/16-SE#3046 PARTS/	325.95
			630-09-50101-393-000	09/16-SE PARTS/MATER	321.31
			630-09-50101-393-000	09/16-SE PARTS/MATER	175.20
			630-09-50101-393-000	09/16-SE PARTS/MATER	139.14
			630-09-50101-393-000	09/16-SE PARTS/MATER	78.82
			630-09-50101-393-000	09/16-SE PARTS/MATER	45.37
			..... CHECK TOTAL	8,242.77	
161799	9/30	VIKING ELECTRIC SUPPLY	110-03-53109-374-000	09/16-ST ELECTRICAL	101.25
			110-03-53109-375-000	09/16-ST ELECTRICAL	12.74
				..... CHECK TOTAL	113.99
161800	9/30	KRANZ, INC.	630-09-50101-393-000	09/16-SE PRODUCTS/MA	1,787.84
161801	9/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY SAL	29,963.41
			110-00-21562-000-000	CITY HRLY	8,566.00
			110-00-21562-000-000	WATER SAL	5,704.00
			110-00-21562-000-000	LIB SAL	3,830.00
			110-00-21562-000-000	WATER HRLY	3,166.62
			110-00-21562-000-000	MUSEUM HRLY	15.00
				..... CHECK TOTAL	51,245.03
161802	9/30	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	9/30/16 HRLY DEDCT	15.00
161803	9/30	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	08/16-ANIMAL CONTROL	12,480.60
			110-04-54102-254-000	09/16-ANIMAL CONTROL	12,480.60
				..... CHECK TOTAL	24,961.20
161804	9/30	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	CITY HRLY	7.33
			110-00-21541-000-000	MUSEUM HRLY	.42
				..... CHECK TOTAL	7.75
161805	9/30	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	8/1/16 FITZGERALD	404.34
161806	9/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	CITY SAL	85,361.00
			110-00-21563-000-000	WATER SAL	40.00
				..... CHECK TOTAL	85,401.00

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161807	9/30	FIRST SUPPLY CO.	110-05-55111-235-000 110-05-55109-235-000	08/16 PA SUPPLIES AN 08/16 PA SUPPLIES AN CHECK TOTAL	459.95 73.76 533.71
161808	9/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	9/30 H TOLBERT	320.82
161809	9/30	PAYNE & DOLAN INC.	110-03-53103-355-000	09/16-ST ASPHALT MAT	239.12
161810	9/30	REINDERS INC.	630-09-50101-393-000 630-09-50101-393-000 110-05-55109-344-000 110-05-55109-344-000 110-05-55109-344-000	09/16-SE#3044 PARTS/ 09/16-SE#3044 PARTS/ 07/16-PA PARTS/SERVI 07/16-PA PARTS/SERVI 07/16-PA CREDIT PART CHECK TOTAL	629.84 148.77 37.90 14.07 793.87CR 36.71
161811	9/30	DICK'S ROOF REPAIR SERVICE	238-06-51605-259-000 463-11-50601-589-000	#5964400 - REHAB 4823 21 AVE REHAB CHECK TOTAL	5,000.00 4,980.00 9,980.00
161812	9/30	C.J.W., INC.	524-05-50101-397-000	09/16-GO BEVERAGES	259.50
161813	9/30	LOWE'S	110-05-55109-361-000 110-05-55109-344-000	08/16 PA MERCHANDISE 08/16 PA MERCHANDISE CHECK TOTAL	207.15 22.88 230.03
161814	9/30	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21612-000-000 110-00-21511-000-000 110-00-21614-000-000 110-00-21514-000-000	9/30/16 SAL DEDCTS 9/30/16 SAL DEDCTS 9/30/16 SAL DEDCTS 9/30/16 SAL DEDCTS 9/30/16 SAL DEDCTS CHECK TOTAL	233,571.40 92,250.80 92,250.65 29,027.75 29,026.15 476,126.75
161815	9/30	WISCONSIN SCREEN PROCESS, INC	630-09-50101-393-000 630-09-50101-393-000	15"X15" CITY LOGOS 5"X5" CITY LOGOS CHECK TOTAL	4,407.50 435.49 4,842.99
161816	9/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	9/30/16 SAL DEDCTS	11,637.08
161817	9/30	PAT'S SERVICES, INC.	110-05-55108-282-000 110-05-55108-282-000 524-05-50101-282-000 110-05-55108-282-000 205-03-53119-282-000 110-05-55108-282-000	08/16-VETS PK PORTAB CHEESAPALOOZA PORTAB 8/15-9/11-GOLF COURS CHEESAPALOOZA ADDITI 8/9-9/5 COMPOST SITE 09/16-ALFORD PK ADDI CHECK TOTAL	1,104.00 1,050.00 252.00 195.00 140.00 75.00 2,816.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161818	9/30	HOLLAND SUPPLY, INC.	630-09-50101-393-000	09/16-SE HYDRAULIC F	235.40
			501-09-50105-344-000	09/16-ST HYDRAULIC F	110.00
			630-09-50101-393-000	09/16-SE HYDRAULIC F	108.49
				..... CHECK TOTAL	453.89
161819	9/30	KPSOA	110-00-21552-000-000	9/30/16 SAL DEDCTS	1,750.00
161820	9/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	9/30/16 SAL DEDCTS	9,357.12
161821	9/30	GORDIE BOUCHER FORD	630-09-50101-393-000	09/16-SE#3290 PARTS/	40.20
161822	9/30	HARRIS GOLF CARS SALES/SERV	524-05-50101-344-000	07/16 GOLF CART REPA	143.47
161823	9/30	MG TRUST COMPANY	761-09-50101-155-000	09/16 PIRO/RIMKUS	250.12
			761-00-21599-000-000	09/16 PIRO/RIMKUS	250.12
				..... CHECK TOTAL	500.24
161824	9/30	BELLE COFFEE SERVICE	524-05-50101-397-000	09/16-GO COFFEE/SUPP	37.00
161825	9/30	MESSERLI & KRAMER P.A.	110-00-21581-000-000	9/30/16 K SUCHY	399.07
161826	9/30	JAMES IMAGING SYSTEMS, INC.	110-02-52103-311-000	09/16-PD STAPLES	60.04
161827	9/30	SAM'S CLUB	524-05-50101-397-000	08/16 PA SUPPLIES/ME	117.85
161828	9/30	UW-ENGINEERING REGISTRATION	110-03-53107-264-000	REG- DESOTELL	895.00
161829	9/30	SHRED-IT USA	110-01-51801-246-000	08/16 MB COLLECT/SHR	1,384.00
161830	9/30	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	09/16-MB JANITORIAL	3,962.41
161831	9/30	VERIZON WIRELESS-LERT B	110-02-52102-219-000	SMS PRESERVATION	100.00
161832	9/30	KETCHUM	110-01-51201-311-000	CAT LICENSE TAGS	86.70
161833	9/30	US CELLULAR	110-05-55101-226-000	9/6-10/5 PA CELL PHO	3.96
			110-05-55101-226-000	9/6-10/5 PA CELL PHO	3.35
			110-05-55101-226-000	9/6-10/5 PA CELL PHO	1.50
			 CHECK TOTAL	8.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161834	9/30	PRAIRIE SIDE TRUE VALUE	110-05-55109-344-000	08/16 PA MISC. SUPPL	7.92
161835	9/30	HENRY SCHEIN	206-02-52205-318-000	08/16 MEDICAL SUPPLI	130.83
161836	9/30	MALSACK, J	110-09-56501-259-570	09/16 6415 28TH AVE	1,047.80
			110-09-56501-259-570	09/16 7800 75TH ST	534.09
			110-09-56501-259-570	09/16 5024 47TH AVE	435.86
			110-09-56501-259-570	09/16 10025 70TH ST	265.24
			110-09-56501-259-570	09/16 7201 77TH AVE	225.72
			110-09-56501-259-570	09/16 0000 75TH ST	195.51
			110-09-56501-259-570	0/16 6540 7TH AVE	146.54
			110-09-56501-259-570	09/16 6410 11TH AVE	129.54
			110-09-56501-259-570	09/16 4417 29TH AVE	110.20
			110-09-56501-259-570	09/16 6204 30TH AVE	107.63
			110-09-56501-259-570	09/16 6106 23RD AVE	104.10
			110-09-56501-259-570	09/16 5103 28TH AVE	92.62
			110-09-56501-259-570	09/16 4410 73RD ST	84.89
			110-09-56501-259-570	09/16 8009 22ND AVE	77.90
			110-09-56501-259-570	09/16 704 75TH ST	73.75
			110-09-56501-259-570	09/16 7411 16TH AVE	70.98
			110-09-56501-259-570	09/16 2627 73RD ST	64.87
			110-09-56501-259-570	09/16 6401 27TH AVE	64.41
			110-09-56501-259-570	09/16 818 WASH RD	41.65
			110-09-56501-259-570	09/16 5825 11TH AVE	39.48
			110-09-56501-259-570	09/16 1323 50TH ST	16.53
			110-09-56501-259-570	09/16 1320 52ND ST	12.31
			110-09-56501-259-570	09/16 4054 7TH AVE	11.59
			110-09-56501-259-570	09/16 1712 71ST ST	6.28
			110-09-56501-259-570	09/16 2107 50TH ST	3.84
				..... CHECK TOTAL	3,963.33
161837	9/30	WISCONSIN COUNCIL 40	110-00-21553-000-000	CITY HRLY	165.50
161838	9/30	B & L OFFICE FURNITURE	110-01-50301-362-000	GLASS CHAIRMAT	1,592.00
			110-01-50301-362-000	2 DRAWER 36" BLACK	752.00
			110-01-50301-362-000	LAMINATE TOP	570.00
			110-01-50301-362-000	3 DRAWER 36" BLACK	534.00
			110-01-50301-362-000	ORGANIZER	509.00
			110-01-50301-362-000	7-SHELF BOOKCASE	269.00
			110-01-50301-362-000	DELIVERY/SET UP FEE	125.00
			 CHECK TOTAL	4,351.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161839	9/30	ELECTRICAL CONTRACTORS, INC	110-05-55102-247-000	08/16 PA DIAMOND LTN	793.37
			110-05-55102-247-000	08/16 PA DIAMOND LTN	747.25
			110-05-55102-247-000	07/16 PA DIAMOND LTN	385.61
			110-05-55102-247-000	08/16 PA DIAMOND LTN	361.90
			110-05-55109-247-000	09/16 PA DIAMOND LTN	352.00
			110-05-55102-247-000	08/16 PA DIAMOND LTN	88.00
			110-05-55102-247-000	08/16 PA DIAMOND LTN	88.00
			110-05-55102-247-000	08/16 PA DIAMOND LTN	88.00
				..... CHECK TOTAL	2,904.13
161840	9/30	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	09/16-SE#2235 PARTS	199.70
161841	9/30	PELION BENEFITS, INC.	110-00-21517-000-000	9/16-30 DEDCTS	7,746.35
161842	9/30	APPLIED ECOLOGICAL SERVICES	403-11-51408-589-000	POLLUTION PREV IMPL	5,709.00
161843	9/30	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	9/30/16 K BAKER	75.29
161844	9/30	JOHNSON BANK	110-00-21532-000-000	CITY SAL	25,746.20
			110-00-21532-000-000	WATER SAL	3,775.83
			110-00-21532-000-000	LIB SAL	1,305.00
			110-00-21532-000-000	CITY HRLY	1,007.11
			110-00-21532-000-000	WATER HRLY	618.65
				..... CHECK TOTAL	32,452.79
161845	9/30	NIELSEN MADSEN & BARBER SC	631-09-50101-219-000	07/16-PROFESSIONAL S	3,462.11
			631-09-50101-219-000	08/16-PROFESSIONAL S	525.70
				..... CHECK TOTAL	3,987.81
161846	9/30	OSI ENVIRONMENTAL INC	110-03-53117-253-000	REMOVAL SERVICE	65.00
161847	9/30	MOORE OIL COMPANY	520-09-50106-341-000	09/16-TD LUBRICATION	739.05
161848	9/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	9/30/16 W HAMILTON	743.00
			110-00-21581-000-000	9/30/16 G GRANADO	104.00
				..... CHECK TOTAL	847.00
161849	9/30	ABLE DISTRIBUTING COMPANY	524-05-50101-344-000	08/16 PA PLUMBING SU	214.57
			110-05-55109-246-000	08/16 PA PLUMBING SU	99.61
			 CHECK TOTAL	314.18

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161850	9/30	SOUTHSHORE REALTORS ASSN	110-01-50901-323-000	DUES-P KRYSZOWIAK	446.00
161851	9/30	MENARDS (KENOSHA)	110-05-55109-361-000	08/16 PA MERCHANDISE	461.59
			520-09-50201-317-000	08/16 TD MISC MERCHA	196.71
			110-05-55109-244-000	08/16 PA MERCHANDISE	157.91
			501-09-50105-357-000	09/16 SW MERCHANDISE	150.62
			110-05-55109-244-000	09/16 PA MERCHANDISE	120.78
			110-05-55109-344-000	09/16 PA MERCHANDISE	90.16
			110-05-55109-344-000	09/16 PA MERCHANDISE	85.67
			631-09-50101-361-000	08/16 EN MERCHANDISE	76.48
			110-05-55109-361-000	08/16 PA MERCHANDISE	76.06
			110-05-55109-361-000	09/16 PA MERCHANDISE	74.82
			110-05-55109-357-000	09/16 PA MERCHANDISE	63.68
			110-05-55109-361-000	08/16 PA MERCHANDISE	55.06
			110-05-55109-246-000	08/16 PA MERCHANDISE	47.45
			110-05-55109-361-000	08/16 PA MERCHANDISE	46.43
			110-05-55109-361-000	09/16 PA MERCHANDISE	41.99
			110-05-55109-344-000	08/16 PA MERCHANDISE	39.35
			110-02-52203-246-000	08/16 FD MERCHANDISE	36.95
			110-02-52203-344-000	08/16 FD MERCHANDISE	33.21
			110-05-55109-344-000	08/16 PA MERCHANDISE	30.96
			110-01-51801-382-000	09/16 PW MERCHANDISE	28.56
			110-02-52203-382-000	08/16 FD MERCHANDISE	26.99
			110-05-55109-357-000	08/16 PA MERCHANDISE	26.31
			110-03-53103-389-000	08/16 ST MERCHANDISE	21.24
			110-01-51801-382-000	08/16 PW MERCHANDISE	18.50
			110-02-52203-382-000	08/16 FD MERCHANDISE	16.00
			110-02-52203-382-000	08/16 FD MERCHANDISE	11.99
			110-03-53109-375-000	08/16 ST MERCHANDISE	9.14
			110-05-55109-344-000	08/16 PA MERCHANDISE	9.12
			110-02-52203-344-000	08/16 FD MERCHANDISE	7.74
			110-05-55109-244-000	09/16 PA MERCHANDISE	4.99
			110-02-52203-382-000	08/16 FD RETURN MERC	11.99CR
			110-02-52203-382-000	08/16 FD MERCHANDISE	16.00CR
			110-05-55109-344-000	08/16 PA MERCHANDISE	17.98CR
			110-02-52203-382-000	08/16 FD RETURN	26.99CR
				..... CHECK TOTAL	1,993.50
161852	9/30	DYNAMIC RECYCLING, INC	205-03-53118-253-000	08/16 ELECTRONIC REC	2,340.35
			205-03-53118-253-000	09/16 ELECTRONIC REC	2,218.45
			 CHECK TOTAL	4,558.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161853	9/30	DOCTORS OF LANDSCAPING	227-09-50101-249-000	08/16 PW GRASS CUTTI	6,600.00
161854	9/30	KENOSHA KINGFISH	722-00-21988-000-000	1ST BASE CLUB	4,000.00
161855	9/30	BEECHWOOD DISTRIBUTORS	524-05-50101-397-000	09/16-GO BEER/SODA	49.35
161856	9/30	TOM GAGLIARDI ELECTRIC CO.	238-06-51604-259-000	#5966133 - REHAB	2,545.00
161857	9/30	GUETZKE & ASSOCIATES INC.	110-02-52203-241-000	09/16-FD#7 REPAIR	225.00
161858	9/30	BELLE CITY FIRE EXTINGUISHER	110-05-55109-235-000	08/16 PA EXTINGUISHE	1,174.95
161859	9/30	JASPERSON SOD SERVICE	110-05-55109-353-000	07/16 SKIDS OF SOD	216.00
161860	9/30	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	9/30/16 L DIETRICK	262.03
161861	9/30	PLATINUM SYSTEMS	761-09-50101-230-000	ONSITE TECH SERVICE	101.25
161862	9/30	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	9/30/16 SAL DEDCTS 9/30/16 HRLY DEDCTS CHECK TOTAL	9,943.01 1,495.31 11,438.32
161863	9/30	PARTS-PEOPLE.COM,INC	110-02-52101-363-000	DELL LCD WIDESCREEN	129.95
161864	9/30	CLEAN CUT TREE SERVICE	407-11-51602-219-000	TREE REMOVAL	68,615.28
161865	9/30	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	9/30/16 H MARTIN	375.00
161866	9/30	GRAINGER	520-09-50201-317-000 520-09-50201-317-000	09/16-TD PARTS/MATER 09/16-TD PARTS/MATER CHECK TOTAL	233.32 233.32 466.64
161867	9/30	GILLIG CORPORATION	520-09-50201-347-000	08/16 BUS PARTS	47.30
161868	9/30	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	08/16 FD #7 CONSUMAB	108.40
161869	9/30	HASTINGS AIR ENERGY CONTROL	110-02-52203-246-000 110-02-52203-246-000	09/16-FD PLYMOVENT R 09/16-FD PLYMOVENT R CHECK TOTAL	341.65 238.95 580.60

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161870	9/30	AIRGAS NORTH CENTRAL	110-05-55109-235-000 206-02-52205-389-000	08/16 PA INDUSTRIAL 09/16 FD #4 INDUSTRI CHECK TOTAL	134.53 114.03 248.56
161871	9/30	GANDER MOUNTAIN	110-02-52103-365-000	08/16 SUPPLIES & EQU	239.98
161872	9/30	RED THE UNIFORM TAILOR	110-02-52103-365-000 110-02-52103-367-000 520-09-50101-367-000 520-09-50101-367-000 110-02-52103-367-000	08/16 POLICE UNIFORM 09/16 POLICE UNIFORM 09/16 TD UNIFORM ITE 09/16 TD UNIFORM ITE 09/16 POLICE UNIFORM CHECK TOTAL	548.00 389.70 209.88 115.89 12.95 1,276.42
161873	9/30	CLARK DIETZ, INC	403-11-51516-219-000 403-11-51308-589-000 403-11-51516-219-000 403-11-51416-219-000	5/28-6/24 TESTING,WD 6/25-7/29 ENG SERV-P 6/25-7/29 TESTING,WD 1/31/15-2/27/15 ENG CHECK TOTAL	8,341.00 7,340.00 3,292.25 1,960.00 20,933.25
161874	9/30	SPORTS PHYSICAL THERAPY CNTR	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	8/22/16 GALLEY 8/18/16 GALLEY 8/16/16 GALLEY CHECK TOTAL	416.00 416.00 416.00 1,248.00
161875	9/30	UNITED OCC MEDICINE	110-09-56405-161-000	8/8/16 FITZGERALD	184.50
161876	9/30	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	8/29/16 KENNEDY 8/23/16 KENNEDY 8/25/16 HELTON 8/23/16 KENNEDY 8/11/16 HELTON 8/31/16 KENNEDY 8/23/16 KENNEDY CHECK TOTAL	610.30 340.85 283.05 283.05 283.05 190.40 68.00 2,058.70
161877	9/30	LP CHIROPRACTIC, LLC	110-09-56405-161-000 110-09-56405-161-000	9/9/16 KOPP 9/2/16 KOPP CHECK TOTAL	50.90 34.90 85.80
161878	9/30	ENCORE UNLIMITED LLC	110-09-56405-161-000	9/14/16 KOPP	17.60

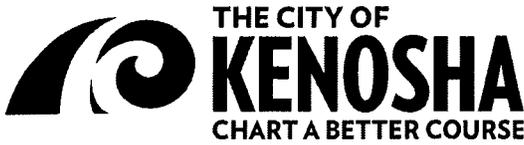
START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161879	9/30	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	8/31/16 FINLEY	273.29
			110-09-56405-161-000	8/8/16 BARLETT	72.80
				..... CHECK TOTAL	346.09
161880	9/30	WISCONSIN VISION	110-09-56402-164-000	08/16 SAFETY GLASSES	190.00
161881	9/30	PT PROS COMP LLC	110-09-56405-161-000	8/24/16 GLASS	340.00
			110-09-56405-161-000	8/19/16 GLASS	340.00
			110-09-56405-161-000	8/31/16 GLASS	320.00
			110-09-56405-161-000	8/26/16 GLASS	320.00
				..... CHECK TOTAL	1,320.00
161882	9/30	ATHLETICO LTD	110-09-56405-161-000	8/26/16 KOPP	445.40
			110-09-56405-161-000	8/22/16 KOPP	445.40
			110-09-56405-161-000	8/19/16 KOPP	445.40
				..... CHECK TOTAL	1,336.20
161883	9/30	UHS PHYSICIAN CLINIC	520-09-50101-161-000	8/26/16 MCCOY	389.88
			520-09-50101-161-000	8/19/16 MCCOY	133.00
				..... CHECK TOTAL	522.88
161884	9/30	KOHN LAW FIRM S.C.	110-00-21581-000-000	9/30 J STROUF	594.40
161885	9/30	22ND AVE MOBIL, INC	110-00-44204-000-000	CLASS A LIQUOR	475.00
161886	9/30	KENOSHA BRANCH NAACP	110-01-51301-264-000	2016 FREEDOM FUND	65.00
161887	9/30	AMERICOLLECT, INC	110-00-21581-000-000	9/30 G WALUS	164.92
161888	9/30	MAKI, VIRGINIA	110-00-46394-000-000	APPLIANCE STICKER	15.00
161889	9/30	STARKS, MARCUS	110-00-44709-000-000	BARTENDER LICENSE	50.00
161890	9/30	STORZ, JOELLYN	110-00-46394-000-000	APPLIANCE STICKER	30.00
161891	9/30	GRAND LODGE WATERPARK	110-02-52107-263-000	CANINE HANDLER CONF	246.00
161892	9/30	LANDQUEST	217-06-51619-259-000	#5966361 - REHAB	10,965.31
			217-06-51619-259-000	#5966344 - REHAB	1,104.06
				..... CHECK TOTAL	12,069.37

START DATE FOR SUMMARY: 9/16 END DATE FOR SUMMARY: 9/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161893	9/30	LARSEN, ERIC T.	110-02-52101-323-000	IACP DUES#1001223463	150.00
161894	9/30	BIGLEY, CHRISTOPHER	110-01-51303-144-000	2016 SPRING TUITION	592.80
161895	9/30	BENVENUTO, NICHOLAS	110-09-56405-166-000	9/8-10/8/16 PPD	1,395.33
161896	9/30	GONZALES, ALBERT	110-02-52103-263-000	9/15/16-WINNEBAGO	8.00
161897	9/30	MIELOSZYK, NORMAN	110-09-56405-161-000	9/1/16 RX REIMB.	359.90
161898	9/30	MENGO, DALE	110-09-56405-166-000	10/1-31/16 PPD	1,395.33
161899	9/30	LANDMARK TITLE CORPORATION	440-11-51601-581-000	ACQ 5902 5TH AVE	515,729.74

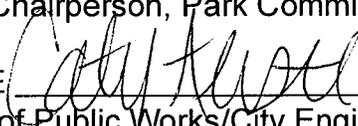
GRAND TOTAL FOR PERIOD ***** 5,279,431.17



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

October 5, 2016

To: David F. Bogdala, Chairperson, Public Works Committee
Eric Haugaard, Chairperson, Park Commission

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

Subject: Acceptance of Project 16-1425 Kennedy Park Drive Resurfacing

Location: Simmons Island Road to 4,050 FT North

Please be advised that the above referenced project has been satisfactorily completed by Payne & Dolan, Inc., Kenosha, Wisconsin. This project consisted of the pulverization and preparation of existing road material, re-striping of the roadway, pavement marking, asphalt pavement, and other incidental works necessary to complete this work.

It is recommended that the project be accepted in the final amount of \$202,404.50. Original contract amount was \$184,860.92 plus \$27,639.18 for contingency for a total of \$212,500.00. Funding was from CIP Line Item IN-16-005.

CMA/kjb