

AGENDA
KENOSHA COMMON COUNCIL
KENOSHA, WISCONSIN
Council Chambers – Room 200 – Kenosha Municipal Building
Monday, November 2, 2015
7:00 PM

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE

Approval of the minutes of the meeting held October 19, 2015. **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

REFERRALS

TO THE COMMITTEE ON FINANCE

- A.1. Resolution by Alderperson Curt Wilson; Co-Sponsor: Alderperson Dave Paff - Resolution to Amend the Schedule of Fees for the Department of Community Development and Inspections Adopted by Resolution No. 171-10 to Revise the Permit Fee for Vacant Commercial, Institutional, Manufacturing and Multi-Family Buildings. (Also refer to Public Safety & Welfare Committee)

TO THE PUBLIC WORKS COMMITTEE

- A.2. Resolution by Mayor - Resolution to approve a Three-Lot Certified Survey Map for property at 7000 70th Court (Great Lakes Church/Kammerzelt). (District 16) (Also referred to City Plan Commission)
- A.3. First Amendment to the Development Agreement between the City of Kenosha and Keno Wells, LLC and 5th Avenue Lofts, LLC. (District 2) (Also referred to City Plan Commission and Stormwater Utility Committee)

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

TO THE CITY PLAN COMMISSION

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

- B.1. Approval of the following applications per list on file in the Office of the City Clerk:
- a. 24 Operator's (Bartender's) licenses.
 - b. 1 Transfer of Agent Status of Beer license.
 - c. 1 Temporary Class "B" Beer and "Class B" Wine license.
 - d. 0 Taxi Driver Licenses. **Pgs. 5-6**
- B.2. Special Exception Request from Paul M. Gagliardi for Relief from the Six-foot Height Limitation to Add Twelve Inches (12") to the Height of the Fence in His Rear Yard at 6827 5th Avenue (Parcel #05-123-06-409-007) (Zoning: RS-3). (District 3) **PUBLIC HEARING Pgs. 7-19**

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:

- 0 demerit points:

- a. Traci Dabbs
- b. Loreen S. Greenwell
- c. John R. Quinn
- d. Alma R. Ruiz
- e. Laura Saarnio

- 10 demerit points:

- f. Kacee Smith

- 45 demerit points:

- g. Ashley A. Schoenwetter

(L/P - Ayes 5, Noes 0) **HEARING Pgs. 20-26**

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1st READING

- E.1. Charter Ordinance No. 37 by the Mayor - Electing Not To Be Governed by the Provisions of Wis. Stat. § 66.0813(5m), and Establishing Limits on the City's Provision of Water and Sewer Service Outside of Its Municipal Boundaries. (Board of Water - recommendation pending) **Pgs. 27-28**
- E.2. Ordinance by the Mayor - To Create Subparagraph 1.055 12.a.(8) (of the Code of General Ordinances for the City of Kenosha) Regarding the Department of Municipal Court and Safe Ride Program Surcharge. (Fin. - recommendation pending) **Pg. 29**

F. ZONING ORDINANCES 1st READING

G. ORDINANCES 2nd READING

- G.1. Ordinance by Alderperson Bob Johnson; Co-Sponsors: Alderpersons Curt Wilson and Keith W. Rosenberg - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for the Use of City Parks. (Park Comm. - as amended - Ayes 4, Noes 0) (Deferred 10/19/15) **PUBLIC HEARING Pgs. 30-39**
- G.2. Ordinance by Alderperson Curt Wilson; Co-Sponsors: Alderpersons Dave Paff, Scott N. Gordon, Bob Johnson, Patrick A. Juliana, Keith W. Rosenberg, Jack Rose, Kurt Wicklund and Jan Michalski - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code. (PSW - Ayes 4, Noes 0) (Deferred 10/19/15) **PUBLIC HEARING Pgs. 40-48**

- G.3. Ordinance by Alderperson Patrick Juliana – To Repeal and Recreate Subparagraph 10.03 C.2. (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation. (L/P - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 49-50**
- G.4. Ordinance by Alderperson Patrick Juliana – To Repeal Subparagraphs 10.03 D.2.; to Repeal and Recreate Subparagraph 10.03 D.3.; and to Renumber Subparagraphs 10.03 D.3.-D.6. (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation for Retail “Class A” Liquor Licenses. (L/P - Ayes 4, Noes 0) **PUBLIC HEARING Pgs. 51-52**
- G.5. Ordinance 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 (CTH N - 38th Street ROW). (District 16) **PUBLIC HEARING Pgs. 53-58**

H. ZONING ORDINANCES 2nd READING

I. RESOLUTIONS

- I.1. Resolution by Alderperson Curt Wilson; Co-Sponsor Alderperson Dave Paff - Resolution to Amend the Schedule of Fees for the Department of Community Development and Inspections Adopted by Resolution No. 171-10 to Include a Permit Fee for Vacant Single-Family Residential Buildings. (PSW - Ayes 5, Noes 0; Fin. - Ayes 6, Noes 0) (Deferred 10/19/15) **Pg. 59**
- I.2. Resolution by Alderperson Rocco J. LaMacchia, Sr. - Resolution to Appoint Community Service Officers Timothy Katt and Michelle Schroeder as a Humane Officers for the City of Kenosha. (PSW - Ayes 4, Noes 0) **Pgs. 60-62**
- I.3. Resolution by Alderperson Jan Michalski, Co-Sponsor Alderperson Patrick Juliana – Resolution to Retain the Services of a Qualified Architectural Firm to Provide the City of Kenosha a Comprehensive Plan for Historic Preservation and Rehabilitation of the Southport Beach House. (Historic Preservation Comm. - Ayes 6, Noes 0; PW - Ayes 3, Noes 1; Fin. and Park Comm. - recommendations pending) **Pgs. 63-69**
- I.4. Resolution by Alderperson Bob Johnson - Resolution Urging the Mayor to Evaluate the Feasibility of Creating a Temporary Exhibit Presented Every Five Years and Facilitated By and Between the Kenosha Public Museum and the Kenosha History Center for the Purpose of Paying Homage to Our City’s Rich Automotive History. (Fin. and Park Comm. - recommendations pending) **Pgs. 70-71**
- I.5. Resolution by Alderperson Bob Johnson - Resolution to Establish Guidelines for City Contributions for Recreational or Civic Events Held In The Parks. (Park Comm. - recommendation pending) **Pgs. 72-74**

- I.6. Resolution by Alderperson Curt Wilson; Co-Sponsors: Alderpersons Jan Michalski and Dave Paff - Resolution in Opposition to the Extension of Disastrous Trade Policies. (Fin. - recommendation pending) **Pgs. 75-77**
- I.7. Resolution by the Board of Water Commissioners - Resolution to place special assessments against benefited parcels of property on the 2015 Real Estate Tax Roll for the construction of water/sewer mains, connection/lateral assessments, and delinquent water, sewerage and household hazardous waste bills, etc. in an amount not to exceed \$1,785,316.00. (Board of Water Comm. - recommendation pending) **Pg. 78**
- I.8. Resolution by the Mayor - Resolution to Place Special Assessments against Benefited Parcels of Property on the 2015 Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to Exceed \$532,355.92. (SWU and Fin. - recommendations pending) **Pg. 79**
- I.9. Resolution by the Mayor - Resolution Providing for a Spring Primary for City Elections. **Pg. 80**
- I.10. Resolution by the Mayor - Resolution to Amend the Official Map for the City of Kenosha, Wisconsin to include the Attachment of property 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) (CTH N - 38th Street ROW). (District 16) (PW - Ayes 4, Noes 0; CP - recommendation pending) (NOTE: Public hearing is required. Following public hearing, a motion to defer until November 19, 2015 is in order. No action to be taken until reviewed by City Plan Commission) **PUBLIC HEARING Pgs. 81-84**
- I.11. Resolution by the Finance Committee - Resolution to Amend the City of Kenosha Capital Improvement Program for 2015 By Increasing OT10-003 "Site Remediation" in the Amount of \$386,940 With Outside Funding from a DNR Ready for Reuse Program and Old Carco Liquidation Trust Funds for the Kenosha Engine Plant for a Net Change of \$0. (Fin. - recommendation pending) **Pg. 85**
- I.12. Resolution by the Mayor - Resolution Authorizing the Borrowing of \$727,000.00; Providing for the Issuance and Sale of a Note Anticipation Note Therefor; and Execution of a Ready for Reuse Program Loan Agreement. (Fin. - recommendation pending) **Pgs. 86-134**
- I.13. Resolution by the Mayor - Resolution Authorizing the Submittal of a Wisconsin Ready for Reuse Grant Application. (Fin. - recommendation pending) **Pgs. 135-136**

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

- J.1. Appointment of John M. McTernan, Jr. (7115 3rd Avenue, Kenosha) to the Mayor's Youth Commission for a term to expire November 1, 2017. **Pg. 137**

- J.2. Appointments to the Commission on the Arts for a term to expire November 1, 2017:
 - a. Katie A. Walker (4950 St. Regis Drive, Mount Pleasant)
 - b. Candice M. Eisenhauer (7515 26th Avenue, Kenosha) **Pgs. 138-139**
- J.3. Reappointment of Lou Molitor (3805 30th Street, Kenosha) to the Commission on the Arts for a term to expire November 1, 2017. **Pg. 140**
- J.4. Reappointments to the Kenosha Lakeshore BID Board of Directors for a term to expire November 18, 2018:
 - a. Deanna Goodwin (812 56th Street, Kenosha)
 - b. Zohrab Khaligian (625 52nd Street, Kenosha)
 - c. Paul McDonough (625 57th Street, Kenosha) **Pg. 141**

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

- L.1. Ready For Reuse Program Loan Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant. (Fin. - recommendation pending) **Pgs. 142-182**
- L.2. Ready For Reuse Program Grant Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant. (Fin. - recommendation pending) **Pgs. 183-197**
- L.3. Intergovernmental Agreement between the City of Kenosha and the Village of Pleasant Prairie to pave 32nd Avenue from 93rd Street to approximately 9053 32nd Avenue. (District 9) (PW - recommendation pending) **Pgs. 198-202**

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

- M.1. Request from Jacqueline and Elizabeth Slana to Rescind a 2X Penalty Fee in the Total Amount of \$384.00 for Work Performed Prior to Obtaining Alteration, Plumbing, and HVAC Permits for 7911 23rd Avenue (Parcel #04-122-12-188-003). (District 13) (Fin. - recommendation pending) **HEARING Pgs. 203-212**
- M.2. Request from Bernard Manske to Rescind a Reinspection Fee in the Amount of \$72.00 for a Property Maintenance Reinspection Fee for No Work Done at 7324 31st Avenue (Parcel #01-122-01-389-009). (District 8) (Fin. - recommendation pending) **HEARING Pgs. 213-225**
- M.3. Disbursement Record #19 - \$3,472,840.78. (Fin. - recommendation pending) **Pgs. 226-260**

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

- N.1. Acceptance of drainage and street improvements abutting the Meijer Store (78th Street – Green Bay Road to 1242 Ft. East to 63rd Avenue, 63rd Avenue – 648 Ft. West of 76th Street). (District 14) (PW - recommendation pending) **Pgs. 261-262**

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

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

- 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
web site: www.kenosha.org

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 19, 2015**

Keith G. Bosman, 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 Keith G. Bosman presided. The meeting was called to order at 7:15 p.m.

On roll call, the following members of the Common Council were present: Alderpersons Haugaard, Michalski, Ruffolo, LaMacchia, Paff, Wicklund, Rosenberg, Kennedy, Gordon, Wilson, Prozanski, Rose, Johnson and Bogdala. Alderpersons Jenkins, Juliana, and Bostrom were previously excused.

A moment of silence was observed in lieu of the invocation.

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

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve the minutes of the meeting held October 5, 2015.

Motion carried unanimously.

There were no oral referrals made.

4 citizens spoke during Citizens' Comments: Virginia Hoekstra, Christopher Naumann, Louis Rugani, and Ron Frederick.

A. REFERRALS

**TO THE COMMITTEE ON FINANCE
TO THE PUBLIC WORKS COMMITTEE
TO THE CITY PLAN COMMISSION**

A.1. Zoning Ordinance by the City Plan Commission - To Create Subsection 18.02 ss. (of the Zoning Ordinance) to Amend the Land Use Plan Map for the City of Kenosha: 2035 (Pav Properties, LLC).

A.2. Zoning Ordinance by the Mayor - To Rezone property at 1326 35th Street from M-2 Heavy Manufacturing District to B-2 Community Business District (in conformance with Section 10.02 of the Zoning Ordinance) (Pav Properties, LLC).

**TO THE PARKS COMMISSION
TO THE PUBLIC SAFETY & WELFARE COMMITTEE
TO THE STORM WATER UTILITY COMMITTEE
TO THE LICENSING/PERMIT COMMITTEE**

B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS

B.1. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve:

- a. 17 applications for an Operator's (Bartenders) license, per list on file in the office of the City Clerk.
- b. There were no application(s) for a transfer of agent status of Beer and/or Liquor licenses.
- c. 2 application(s) for a Temporary Class "B" Beer and/or "Class B" Wine license per list on file in the office of the City Clerk.
- d. There were no application(s) for a Taxi Driver's license.

On a voice vote, motion carried.

B.2. It was moved by Alderperson Wicklund, seconded by Alderperson Gordon, to deny Special Exception Request from Bernard Manske to Install a Three-foot (3') Tall Privacy Fence in the Front Yard at 7324 31st Avenue (Parcel #01-122-01-389-009) (Zoning: RS-3). (District 8) A public hearing was held. No one spoke. On a voice vote, motion carried.

B.3. It was moved by Alderperson Ruffolo, seconded by Alderperson LaMacchia, to approve Conditional Use Permit for a Distribution Facility to be located at the Northwest Corner of 38th Street and the West Frontage Road (ULINE Distribution Facility). (District 16)

On roll call vote, motion carried unanimously.

C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS

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

- 10 demerit points:
 - a. Jessica Beutner
 - b. Christopher Wolf
 - c. Angela Heitzenrater
- 20 demerit points:
 - d. Antonia Loyola
 - e. Brock Tyler-Bennett
- 30 demerit points:
 - f. Heidi Reau
- 40 demerit points:
 - g. Joseph Pucci
- 50 demerit points:
 - h. Sarah Thies
- 70 demerit points:
 - i. Nicole Prostko
- 80 demerit points:
 - j. Joy Hulse

A hearing was held. Jessica Beutner, Christopher Wolf, Angela Heitzenrater, Sarah Thies, and Joy Hulse

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 19, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

spoke.

C.1.1. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to separate item j. On a voice vote, motion carried.

On a voice vote, original motion to approve items a.-i. Carried.

C.1.2. It was then moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve item j. On a voice vote, motion carried.

C.2. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to deny application of Peter Brayton for a new Operator's (Bartender's) license based on material police record and false application. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.3. It was moved by Alderperson Ruffolo, seconded by Alderperson Rose, to deny application of Samantha Parks for a new Operator's (Bartender's) license. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.4. It was moved by Alderperson Wilson, seconded by Alderperson Paff, to deny application of Westtown of Kenosha, Inc. (Hani Ali, Agent) for a "Class A" Liquor License located at 4222 Sheridan Road (Westtown 3), based on public safety and welfare and detriment to the neighborhood. A hearing was held. Hani Ali spoke. On roll call vote, motion tied (7-7). The Mayor voted nay.

C.4.1. It was then moved by Alderperson LaMacchia, seconded by Alderperson Rosenberg, to approve. After some discussion and then roll call vote, motion carried (8-6) with Alderpersons Haugaard, Kennedy, Prozanski, Johnson, Paff, and Wicklund voting nay.

C.5. It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to approve application for Successor of Agent status of the Class "A" Beer/"Class A" Liquor License located at 2811 18th Street (Pick 'n Save #6871), from Alma Ruiz to Peter Schmidt, subject to 75 demerit points. A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.6. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to approve application for Successor of Agent status of the Class "A" Beer/"Class A" Liquor License located at 3805 80th Street (Walgreens #03617), from Robert Hilber to Aaron Matthews, subject to 80 demerit points. A hearing was held. Aaron Matthews spoke. On a voice vote, motion carried.

Alderperson Kennedy briefly left the meeting.

C.7. It was moved by Alderperson Wilson, seconded by Alderperson Michalski, to approve application of The Woman's Club of Kenosha for a Public Entertainment License on October 24, 2015, located at 6028 8th Avenue (GFWC Woman's Club of Kenosha). A hearing was held. Jennifer Ours, representative for the applicant, spoke. On a voice vote, motion carried.

C.8. It was moved by Alderperson Wilson, seconded by Alderperson Ruffolo, to approve applications of Naster, Inc. (Nasser Museitif, Agent) for Daily Cabaret Licenses on October 24 and November 28, 2015, located at 3221 60th Street (Our Kenosha Tap). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

C.9. It was moved by Alderperson Wilson, seconded by Alderperson Wicklund, to approve application of Swedish American Club (Sala Musaitef, Agent) for a Yearly Cabaret License located at 7002 30th Avenue (Swedish American Club). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS

E. ORDINANCES 1ST READING

It was moved by Alderperson Michalski, seconded by Alderperson LaMacchia, to send the following ordinances on their way:

E.1. Ordinance by Alderperson Patrick Juliana – To Repeal and Recreate Subparagraph 10.03 C.2. (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation.

E.2. Proposed Ordinance by Alderperson Patrick Juliana – To Repeal Subparagraphs 10.03 D.2.; to Repeal and Recreate Subparagraph 10.03 D.3.; and to Renumber Subparagraphs 10.03 D.3.-D.6. (of the Code of General Ordinances for the City of Kenosha) Regarding License Investigation for Retail "Class A" Liquor Licenses.

E.3. Ordinance 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 (CTH N - 38th Street ROW).

On a voice vote, motion carried.

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 Johnson, seconded by Alderperson Rosenberg, to defer two weeks: Ordinance by Alderperson Bob Johnson; Co-Sponsors: Alderpersons Curt Wilson and Keith W. Rosenberg - To Repeal and Recreate Section 6.05 (of the Code of General Ordinances) Entitled "Permits" Relating to Permit Requirements for the Use of City Parks. A public hearing was held. No one spoke for or against said ordinance. On a voice vote, motion carried.

Alderperson Kennedy returned to the meeting at this time.

G.2. It was moved by Alderperson Wilson, seconded by Alderperson Paff, to defer two weeks: Ordinance by Alderperson Curt Wilson; Co-Sponsors: Alderpersons Dave Paff, Scott N. Gordon, Bob Johnson,

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 19, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

Patrick A. Juliana, Keith W. Rosenberg, Jack Rose, Kurt Wicklund, and Jan Michalski - To Repeal and Recreate Section 28.03, and to Repeal and Recreate Subsections 28.04 B. and 28.05 A. (of the Code of General Ordinances for the City of Kenosha, Wisconsin) Regarding Vacant Building Code. On a voice vote, motion carried.

G.3. It was moved by Alderperson Bogdala, seconded by Alderperson Wilson, to adopt Ordinance 33-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried (12-2) with Alderpersons Prozanski and Johnson voting nay, and said ordinance was thereupon adopted:

Ordinance 33-15

By Alderperson David Bogdala; Co-Sponsors: Alderpersons G. John Ruffolo, Steve Bostrom and Curt Wilson - To Create Section 10.074 (of the Code of General Ordinances for the City of Kenosha) Regarding Outdoor Open Container Entertainment Event.

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: October 19, 2015
Published: October 23, 2015**

H. ZONING ORDINANCES 2ND READING

H.1. It was moved by Alderperson LaMacchia, seconded by Alderperson Michalski to adopt Zoning Ordinance 34-15. 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:

Zoning Ordinance 34-15

By the City Plan Commission - To Create Subsection 18.02 qq. (of the Zoning Ordinance) to Amend the Land Use Plan for the City of Kenosha: 2035 (Shalom Center).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: October 19, 2015
Published: October 23, 2015**

H.2. It was moved by Alderperson Michalski, seconded by Alderperson Rose, to adopt Zoning Ordinance 35-15. 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:

Zoning Ordinance 35-15

By the Mayor - To Rezone property at 6201 14th Avenue from IP Institutional Park District to M-1 Light Manufacturing District (in conformance with Section 10.02 of the Zoning Ordinance) (Shalom Center).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: October 19, 2015
Published: October 23, 2015**

H.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Wicklund, to adopt Zoning Ordinance 36-15. A public hearing was held. No one spoke for or against said ordinance. On roll call vote, motion carried (12-2) with Alderpersons Bogdala and Ruffolo voting nay, and said ordinance was thereupon adopted:

Zoning Ordinance 36-15

By the Mayor - To Repeal and Recreate Section Two of Rezoning Ordinance #5-14 Rezoning Property located at 5821 5th Avenue from M-1 Light Manufacturing District to B-4 Mixed-Use District and Property located at 5824 4th Avenue from B-3 Central Business District to B-4 Mixed-Use District (Keno Wells, LLC).

**Approved: Keith G. Bosman, Mayor
Attest: Debra L. Salas, City Clerk-Treasurer
Passed: October 19, 2015
Published: October 23, 2015**

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 Rose, to approve Resolution 124-15. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

Resolution 124-15

By Committee on Public Safety and Welfare - Resolution to Rescind Resolution 16-09 and to Designate as "No Parking, Standing or Stopping from 7:00 am to 4:30 pm on School Days" the North Side of 67th Street in Front of Stocker Elementary School.

Adopted: October 19, 2015

I.2. This item was pulled by the sponsor: Resolution by Alderperson David F. Bogdala - Resolution to Establish Guidelines for City Contributions for Recreational or Civic Events Held in the Parks.

I.3. It was moved by Alderperson Wilson, seconded by Alderperson Paff, to defer two weeks: Resolution by Alderperson Curt Wilson; Co-Sponsor Alderperson Dave Paff - Resolution to Amend the Schedule of Fees for the Department of Community Development and Inspections Adopted by Resolution No. 171-10 to Include a Permit Fee for Vacant Single-Family Residential Buildings. On a voice vote, motion carried.

J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR

**COMMON COUNCIL
OFFICIAL PROCEEDINGS
October 19, 2015**

Keith G. Bosman, Mayor

Debra L. Salas, City Clerk

It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy, to approve:
J.1. Reappointments to the Mayor's Youth Commission for a term to expire November 1, 2017:
a. Katie J. Pollock (9002 Sheridan Road, Kenosha)
b. Jaclyn Schmit (11102 4th Avenue, Pleasant Prairie)
c. Officer Jeffrey Wamboldt (1010-56th Street, Kenosha)
J.2. Appointments to the Commission on the Arts for a term to expire November 1, 2017:
a. Amy Greil (34118 Washington Avenue, Burlington)
b. Tom S. Targos (21934 121st Street, Bristol)
c. Lesley Walker (420 Romaine Avenue, Racine)
J.3. Appointment of Marty Hutchings (4826 28th Avenue, Kenosha) to the Transit Commission for a term to expire June 7, 2018.
On a voice vote, motion carried.
Alderperson Bogdala briefly left the meeting.

K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS

L. OTHER CONTRACTS AND AGREEMENTS

It was moved by Alderperson Gordon, seconded by Alderperson Michalski, to approve:
L.1. Lease Renewal Agreement between the City of Kenosha, Wisconsin, and Hangar 4000, LLC #10250. (District 16)
L.2. Short Sale Offer for property at 1827 61st Street (TID Loan). (District 3)
L.3. Option to Purchase Real Estate By and Between Dustin Harpe, an Individual, and The City of Kenosha, a Wisconsin Municipal Corporation (Parcel No. 80-4-222-294-0110; Property Address: 9407 38th Street, Somers).
On roll call vote, motion carried unanimously.
Alderperson Bogdala returned to the meeting at this time.

M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE

M.1. It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to concur with the recommendation of The Finance Committee to reduce to \$4354.00, the request from John Thomey, Kenosha Heating & Cooling, to Rescind Penalty Fees in the Amount of \$7,440.00 for Work Performed Prior to Obtaining an HVAC Permit at 5815 5th Avenue (5th Avenue Lofts) (Parcel # 12-223-31-487-001). (District 2) A hearing was held. The petitioner spoke.
M.1.1. It was then moved by Alderperson LaMacchia, seconded by Alderperson Paff to amend penalty fee to \$3720.00. After further discussion and then roll call vote, motion to amend carried (10-4) with Alderpersons Kennedy, Johnson, Michalski, and Ruffolo voting nay.
On roll call vote, motion to approve as amended carried (12-2) with Alderpersons Kennedy and Johnson voting nay.
M.2. It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to deny request from Debra Russo-Dosemagen to Rescind a Reinspection Fee in the Amount of \$72.00 for a Property Maintenance Reinspection Fee for No Work Done at 4018 8th Avenue (Parcel #11-223-30-435-028). (District #1) A hearing was held. The applicant did not appear. On roll call vote, motion carried unanimously.
M.3. It was moved by Alderperson LaMacchia, seconded by Alderperson Rose, to approve Disbursement Record #18 - \$5,365,742.29. On roll call vote, motion carried unanimously.

N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS

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 LaMacchia, seconded by Alderperson Wicklund, to adjourn at 9:21 p.m.
On a voice vote, motion carried.

Approved:

**KEITH G. BOSMAN
MAYOR**

Attest:

**DEBRA L. SALAS
CITY CLERK-TREASURER
Monday, October 19, 2015**

| B.1. | November 2, 2015 | | | NO ADVERSE |
|-------------|--|---------------------------|---|-----------------------------------|
| a. | BARTENDERS | | | |
| | First Name | Last Name | Address | Business Name |
| 1 | Tamika | Bardwell | 7602 26 th Ave | |
| 2 | Brandon | Biddle | 1814 55 th St. | Sports Plaza Mobil |
| 3 | Lauri | Buck | 6322 38 th Ave | Chutes and Ladders Pub |
| 4 | Scott | Bucko | 7800 88 th Ave | |
| 5 | Leighann | Chambers | 193 Parkside N. - Burlington, WI | Bindelli's |
| 6 | Tammy | Davis | 3001 23 rd Ave | Houston's |
| 7 | Michael | Evert | 8063 335 th Ave - Burlington, WI | Meijer |
| 8 | Ashley | Flood | 1903 Summit Ave - Waukesha, WI | Jill's Place |
| 9 | Brian | Gerber | 2115 Green St. | Buffalo Wild Wings |
| 10 | Taylor | Glunn | 7504 3 rd Ave | Walgreens |
| 11 | Tatiana | Gonzalez | 11110 75 th St | Meijer |
| 12 | Rachel | Ho | 6515 94 th Ct. | Walgreens |
| 13 | Michael | Iannone | 4855 89 th Pl | Walgreens |
| 14 | Manpreet | Kehal | 7336 148 th Ave | Roosevelt Oil |
| 15 | Ron | Ledoux | 1409 Hamilton St - Racine, WI | Uncle Mike's |
| 16 | Theresa | Markiewicz | 614 Badger Ave - So. Milwaukee, WI | Hill's Hot Rod Hideout |
| 17 | Kelly | Massimo | 4510 5 th Ave | Rutz Puzzle House |
| 18 | Rimalben | Patel | 5936 Margery Ave #207 - Racine, WI | Ayra's |
| 19 | Leah | Royce | 5332 68 th St | |
| 20 | Rebecca | Santiago | 5527 35 th St #204 | |
| 21 | Ragael | Solis | 7801 88 th Ave #49 | Meijer |
| 22 | David | Tilch Jr | 5524 64 th Ave | Applebee's |
| 23 | Rita | Walters | 7028 30 th Ave | Brat Stop |
| 24 | Rachael | Wenberg | 5410 60 th St #208 | Rivals |
| | TOTAL = | 24 | | |
| b. | TRANSFER OF AGENT | | | |
| | First Name | Last Name | Address | Business Name |
| | Cynthia | Farmer | 6930 13 th Ave | CVS #8774 |
| | TOTAL = | 1 | | |
| c. | TEMPORARY CLASS "B" BEER | | | |
| | Event Date | Organization Name | Location of Event | Event |
| | 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 | 11/14/15 | Bradford Community Church | 5810 8 th Ave | Bradford Goods & Services Auction |
| | TOTAL = | 1 | | |

| | | | | |
|-----------|-------------------|------------------|---------------------|----------------------|
| d. | | | TAXI DRIVERS | |
| | First Name | Last Name | Address | Business Name |
| | TOTAL = | 0 | | |
| | | | | |

TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council

FROM: Brian R. Wilke, Development Coordinator *BRW*
Department of Community Development and Inspections

SUBJECT: **Special Exception Request from Paul M. Gagliardi for Relief from the Six-foot Height Limitation to Add Twelve Inches (12") to the Height of the Fence in His Rear Yard at 6827 5th Avenue (Zoning: RS-3) (District 3) Public Hearing**

DATE: October 28, 2015

The applicant, Paul M. Gagliardi, has constructed a seven-foot (7') tall wood fence in the rear yard of his residence at 6827 5th Avenue. He is requesting a Special Exception for the height of the fence, as six feet is the height limit for a rear yard residential fence.

Section 16.11 of the Zoning Ordinance provides the City of Kenosha Common Council the ability to approve a Special Exception for fences based on the following criteria:

B. Special Exceptions. Upon application for a Special Exception, the Common Council may, after investigation and public hearing, grant a Special Exception from the terms of Section **16.03** of this Ordinance where such Special Exception will not be contrary to the spirit and purpose of this Ordinance, and where a Special Exception will do substantial justice.

Analysis:

Mr. Gagliardi applied for and obtained a permit to install a fence on October 13, 2014. The permit was issued for a six-foot (6') tall fence to be located in the rear and side yards of his residential property. The application he submitted met all of the criteria of Section 16 of the Zoning Ordinance.

On September 24, 2015, a letter was sent to the applicant indicating that an inspection had been conducted and the fence was not constructed per the permit plan (copy attached).

The applicant chose to submit a request for a Special Exception to keep the fence at the constructed height. The applicant has indicated that his intent with the taller fence was to keep a large dog that he owns inside the yard.

Per the Zoning Ordinance, property owners within 100 feet of the applicant's property were notified by mail of the public hearing.

Recommendation:

Since the residential rear yard setback area requires a fence that is not taller than six feet (6') in height, and this lot does not have any unique characteristics making adherence to the Ordinance difficult to achieve, a recommendation is made to deny the Special Exception request.

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS

ZONING ORDINANCE – SECTION 16 – FENCE CODE
APPEALS / SPECIAL EXCEPTIONS TO COMMON COUNCIL
APPLICATION FORM

625 52nd Street, Room 100

Kenosha, WI 53140

Telephone: 262.653.4263

OWNER Paul M. Gagliardi PHONE NUMBER 262-843-3400 x12
ADDRESS 6827 5th Ave, Kenosha, WI 53143

If the applicant is other than the property owner, a notarized signature of the property owner authorizing the applicant to act on his/her behalf is required

APPLICANT _____ PHONE NUMBER _____

ADDRESS _____

ADDRESS OF SPECIAL EXCEPTION REQUEST _____
(If the property is undeveloped, a parcel number is required)

SPECIFIC SPECIAL EXCEPTION USE BEING REQUESTED Fence height -
please see attachments.

Attach the necessary supplemental forms as defined in the
"SPECIAL EXCEPTION APPLICATION INSTRUCTIONS"

Documentation: On a separate sheet(s) of paper, a full justification of your request is required.

I hereby authorize City of Kenosha's staff and elected officials to inspect the premises of the above-described property. I hereby affirm that all statements herein and attached hereto are true and correct to the best of my knowledge and belief.

SIGNATURE (Owner or Agent for Owner) _____ DATE 10-12-2015

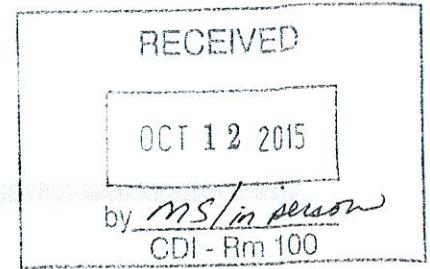
FOR OFFICIAL USE ONLY

Date Filed 10/15/15 Receipt Number 7750

Gagliardi Law LLP
Attorneys & Counselors at Law

24414 75th Street, Salem, WI 53168
(262) 843-3400; Fax (262) 843-3147

Visit Our Website At www.gagliardilawllp.com



Paul Gagliardi, J.D.
C.P.A., Court Commissioner, Board Certified Trial
Specialist (NBTA), and Licensed in Illinois
Frank Gagliardi, J.D., Court Commissioner

Paul M. Gagliardi, J.D.

Judy Kamm-Sturzenegger, Paralegal
Robin Scott, Paralegal
Mary Ann Melograno, Finance
Maria Diaz, Paralegal

October 12, 2015

City of Kenosha
Depart. of Community Development and Inspections
625 52nd Street, Room 100
Kenosha, WI 53140

RE: SPECIAL EXCEPTION FOR FENCE HEIGHT
6827 5th Avenue - Kenosha, WI 53143

Dear Madam or Sir:

Please find the enclosed photos, plat survey, check #3114, and application for special exception regarding my fence located at 6827 5th Avenue.

The reason for the fence and the extra 12 inches of height is mainly due to the size of my dog. I have a South African Boerboel, "Bocelli." He is a rather large and athletic dog; weighing in at 185 pounds. When I come home each day, I am greeted by Bocelli standing up and placing his front paws on my shoulders. I stand six feet in height. Bocelli, I believe, would find it quite easy to climb over a six foot fence. Bocelli was well socialized as a young pup, however, I decided to place an extra 12 inches of wooden slats on top of the fence to ensure that he remains in my backyard at all times.

The wooden slats on the top of the fence can easily be removed within an hour. They are attached by galvanized steel brackets. They are see-through (see photos attached hereto). The slats were designed to be aesthetically pleasing to the eye and to allow the line of sight to continue through the slats.

November 2, 2015 Pg. 9

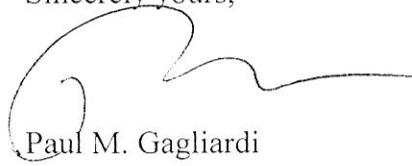
City of Kenosha

October 12, 2015

Page 2

Thank you for your time and consideration regarding this request. I look forward to answering any further questions.

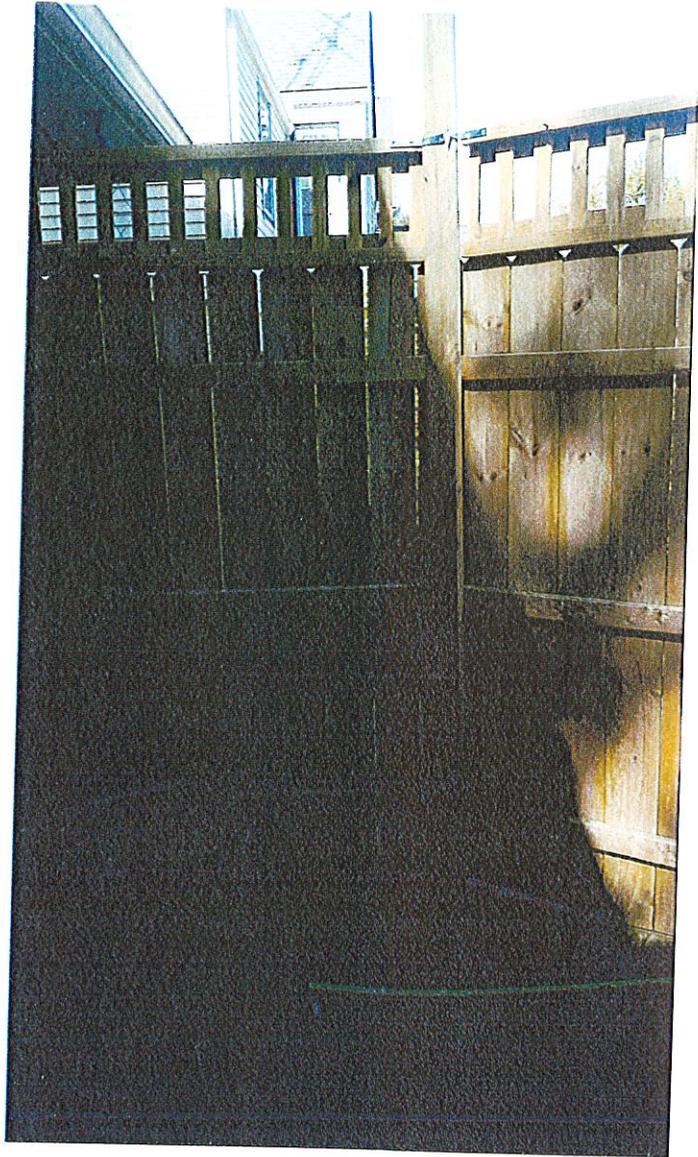
Sincerely yours,

A handwritten signature in black ink, appearing to read "Paul M. Gagliardi". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Paul M. Gagliardi
Attorney at Law
Pmg@gcattys.com

PMG:ms
Enclosures (9)

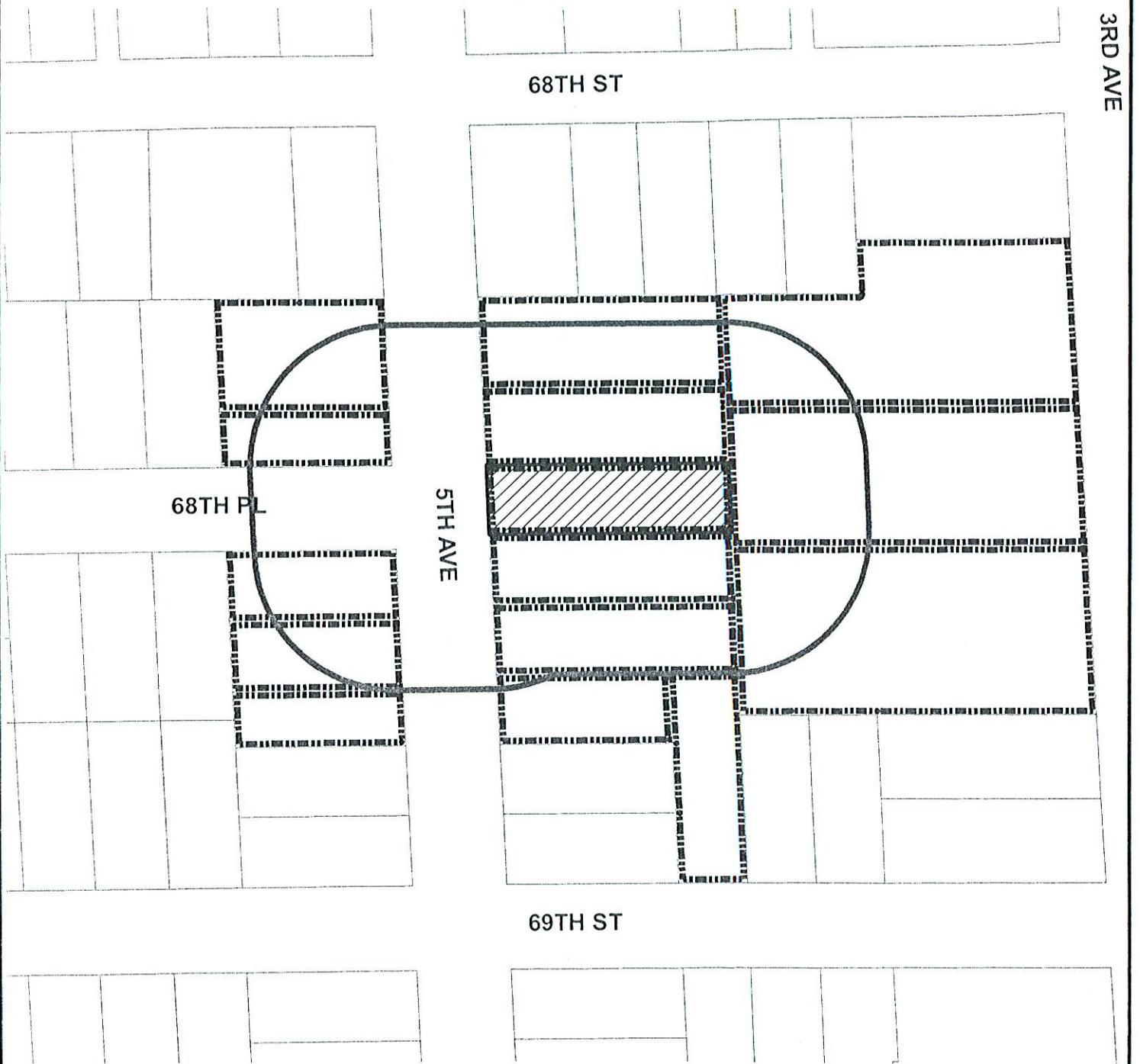




City of Kenosha

Gagliardi

Fence Special Exception



-  Subject Property
-  100 foot Notification Boundary
-  Parcels Requiring Notification





City of Kenosha
 Department of Community Development and Inspections
 625 52nd Street, Room 100, Kenosha, WI 53140
 Phone: 262.653.4263, Fax: 262.653.4254

Office Use Only:

Date 10/13/14
 Permit # 160521
 Needs Approval _____
 P _____
 Feed DMR 10/13/14

APPLICATION FOR FENCE PERMIT

Permit Fee: \$60.00

After installation of fence, please call 262.653.4263 to schedule a final inspection.

For commercial projects: You will be notified when your permit is ready; please do not submit payment with application.

Project Address 6827 5th Ave, 53143
Kenosha, WI
 Property Owner Paul M. Gagliardi
 Mailing Address 6827 5th Avenue
Kenosha State WI Zip 53143
 Phone (262) 664-2095
 Property Owner e-mail: pmg@gcattys.com

Check one: Commercial Multi-family 1 or 2 family
 If commercial or multi-family, Zoning approval is required.

Contractor Myself
 Mailing Address Same
 City _____ State _____ Zip _____
 Phone (_____) _____
 Contractor e-mail _____

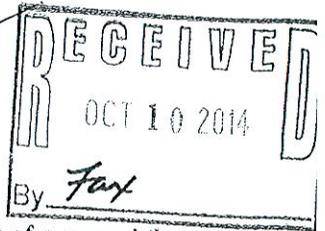
Estimated Cost of Project \$ 2,000.00 Project Name (if commercial property) _____

Front Yard Fence Height N/A Fence Type: Split Rail Wrought Iron Vinyl Picket
 Note: Front yard fences shall be 50% open decorative fencing - Chain link and stockade fencing not permitted in front yards)

Rear Yard Fence Height 6' Side Yard Fence Height 6'
 Rear/Side Yard Fence Type: Solid Privacy Split Rail Wrought Iron Picket
 Chain Link Lattice Other _____

Zoning Ordinance (16.0) Requirements:

- Property is a corner lot: Yes No
- Will the fence be located adjacent to a sidewalk? Yes No A 6" setback from the public sidewalk is required.
- Will the fence be located adjacent to a driveway, alley, or other vehicular roadway? Yes No
 (If yes, applicant agrees to maintain required vision clearance triangle areas)
- Will the fence be closer than 3' in front of a door or window of a neighbor's home? Yes No
 (If yes, a review by the Zoning Division is required prior to issuance of permit)
- Will the fence be located atop a retaining wall? Yes No
 (Fencing located atop a retaining wall, berm, or other methods to raise the elevation of the site shall require a preliminary inspection by the Department prior to installation)



Note: All fences shall be installed with the finished side facing the adjacent property or public right-of-way, and the fence posts must be located on the inside of the fence facing the property on which the fence is located.

After Approval/Processing of this Fence Permit Application:

If you do not intend to proceed with this project, please contact our office at 262.653.4263 to avoid paying the entire cost of the permit. Processing fees will be charged. Any/all unpaid permit fees, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the service was performed.

I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all the above information is accurate. Fencing installed at the rear of double-frontage lots shall adhere to front yard setback requirements. Fence installation shall be completed within 180 days of issuance of permit. The applicant is responsible for locating fence on intended property and certifies that fence does not encroach onto public right-of-way, easements, or neighboring properties. The applicant is responsible for removal and replacement of fencing located in easement areas. Applicant agrees to maintain required vision clearance triangle areas. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

Applicant Signature: _____ Date November 2, 2014 Pg. 14

APPLICATION FOR FENCE PERMIT – Page Two

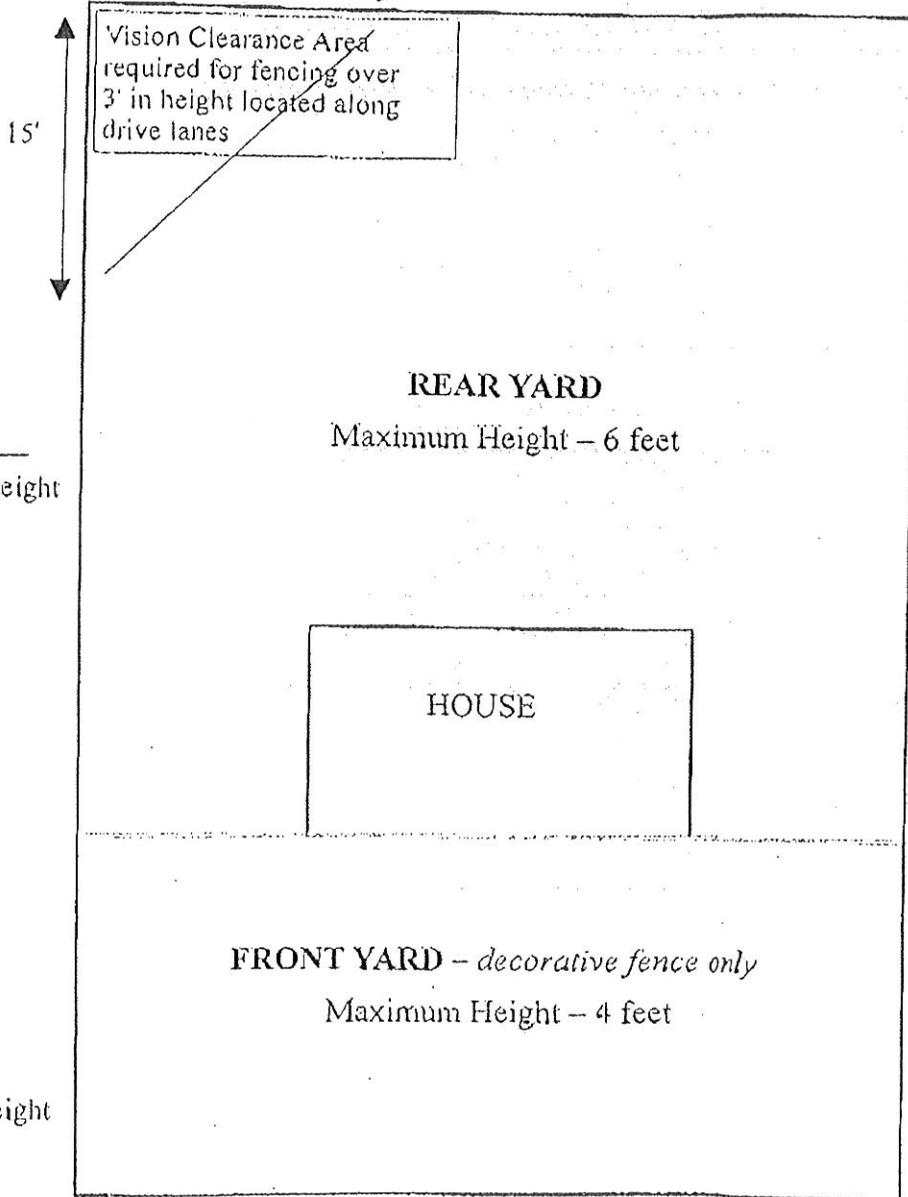
List fence height at proposed locations of fence installation: Example:

6'
Fence Height

6'

Rear Fence Height

15'



Front Fence Height

A separate site plan (size 8 1/2" x 11" or 11" x 17") is required for commercial fence installations.

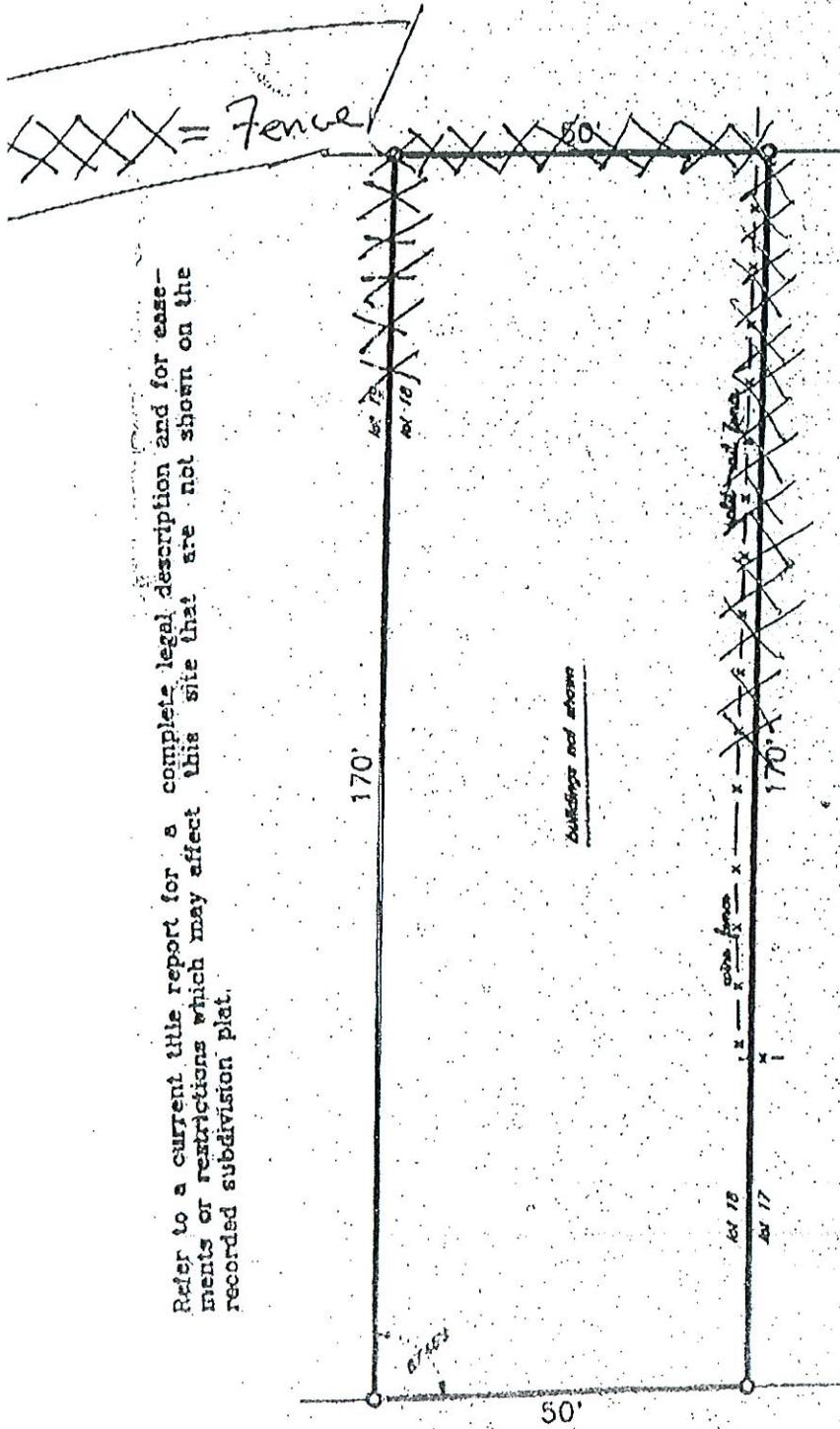
05-123-06-409-007

Plat of Survey of
LOT 18 IN
ALLENDALE
in SE1/4 Section 6-1-23
CITY OF KENOSHA
KENOSHA COUNTY, WIS.
-for-
Barbara Middlekauff

I hereby certify that
this property was
surveyed under my
direction and this
plat is a true re-
presentation thereof.

Reg. Land Surveyor
September 8, 1997

KENOSHA COUNTYWIDE SURVEYING, INC.
1120 80TH STREET
KENOSHA, WI 53143

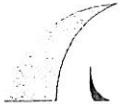


* address: 6827 - 5th Avenue
for reference only

2464

* case key no.: 05-4-123-06-409-007
for reference only

Scale
1" = 20'



Permit #: 160521
September 24, 2015

Paul Gagliardi
6827 5 Avenue
Kenosha, WI 53143

Dear Mr. Gagliardi:

SUBJECT: Code Violations at 6827 5 Avenue

On behalf of the Department of Community Development and Inspections, Room 100, an inspection has been conducted of the exterior of the subject property with regards to Permit #160521. The inspection disclosed the following violations:

- Fence is greater than 6', 0" in height above grade.

All repairs/corrections must be made within thirty (30) days from the date of this letter. A follow-up inspection will be conducted to ensure that violations have been corrected.

In accordance with Section 9.07 F(3) of the City of Kenosha Code of General Ordinances, failure to comply as ordered will result in the assessment of re-inspection fees. The initial re-inspection fee is \$72.00. Fees escalate for each re-inspection that shows noncompliance (with a maximum fee of \$360.00.) These fees, if not paid within thirty (30) days of billing, will be processed as a special charge against the benefited real estate, along with a \$100.00 administrative fee to cover the costs of processing such charges.

If you have any questions regarding this issue, please call me at 262.653.4269 or e-mail me at sketterhagen@kenosha.org.

Sincerely,



Steve Ketterhagen
Building Inspector

SPK:jmu



October 23, 2015

Dear Property Owner:

SUBJECT: Gagliardi Fence exception at 6827 5 Avenue

The property owner at 6827 5 Avenue is requesting a Special Exception from the Fence Requirements found in Section 16 of the Zoning Ordinance. Our records indicate that you own property within 100 feet of that property. A map of this area is enclosed.

The owner is requesting approval of the seven (7') foot foot tall solid fence located in rear of the residence.

A public hearing will be held by the **Common Council at their meeting on Monday, November 2, 2015 at 7:00 pm, in Room 200 of the Municipal Building, 625 52nd Street.** The public hearing provides an opportunity to voice any concerns or ask any questions about the Special Exception Request.

If you have any questions or would like to see a copy of the proposed plans, please contact me at 262.653.4049 or e-mail me at bwilke@kenosha.org.

Sincerely,

Brian R. Wilke
Development Coordinator

BRW;jmu
Enclosure



October 29, 2015

Paul M. Gagliardi
6827 5th Avenue
Kenosha, WI 53140

Dear Mr. Gagliardi:

Subject: Request for Special Exception for Fence in Rear Yard at 6827 5th Avenue

The City of Kenosha Common Council will review your above-referenced request at their regular meeting to be held on Monday, November 2, 2015, at 7:00 p.m. In Room 200 of the Kenosha Municipal Building, 625 52nd Street.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

A handwritten signature in cursive script that reads "Sue Zampanti".

Sue Zampanti
Office Associate

/SAZ

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 |
| 10/15/2015 | Traci Dabbs | | Valid |
| License Number | Address of Applicant | BUSINESS (where license is to be used) | Business Address |
| N160851 | 1101 Prairie Dr., #8 Mt. Pleasant, WI 53406 | Sunnyside | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|-----------------------|-------------|-------------------------------|--------|
| 5/24/2014 | LICENSE NOT ON PERSON | GUILTY | Y | 0 |
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| CITY ATTORNEY'S RECOMMENDATION | |
|--|----------|
| Offense Demerit Points | 0 |
| Were all offenses listed on the application? | Y |
| TOTAL DEMERIT POINTS | 0 |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION |
|--|
| <input checked="" type="checkbox"/> GRANT, Subject to <input type="checkbox"/> 0 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 |

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

16

| APPLICANT INFORMATION | | | |
|-----------------------|---|--|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/5/2015 | Loreen S. Greenwell | | Valid |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N160837 | 12510 Bristol Road Bristol, WI 53104 | Pick 'N Save | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|--------------------------|---------------|-------------------------------|--------|
| 10/5/2012 | TRESPASSING (ADULT ONLY) | NO CONVICTION | | 0 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|--|---|--|
| Offense Demerit Points | 0 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 0 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION |
|--|
| <input checked="" type="checkbox"/> GRANT, subject to <input type="text" value="0"/> 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 |

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

2c

| APPLICANT INFORMATION | | | |
|-----------------------|---|---|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/5/2015 | John R. Quinn | | Valid |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N160836 | 10361 S. Ashley Lane Creek, WI 53154 | Oak Pick 'N Save | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|---------------------------|-------------|-------------------------------|--------|
| 10/24/2013 | LIQUOR, LICENSE VIOLATION | DISMISSED | | 0 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|--|---|--|
| Offense Demerit Points | 0 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 0 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION | |
|--|--|
| <input checked="" type="checkbox"/> GRANT, subject to <input type="text" value="0"/> 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 | |

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

1d

| APPLICANT INFORMATION | | | |
|-----------------------|--|---|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/5/2015 | Alma R. Ruiz | | Valid |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N160838 | 1616 Austin Avenue Racine, WI 53403 | Pick 'N Save | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|-----------------------|-------------|-------------------------------|--------|
| 12/30/2014 | LIQUOR, SELL TO MINOR | DISMISSED | N/A | 0 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|--|----------|--|
| Offense Demerit Points | 0 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 0 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION |
|--|
| <input checked="" type="checkbox"/> GRANT , Subject to <input type="text" value="0"/> 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 |

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

1e

| APPLICANT INFORMATION | | | |
|-----------------------|----------------------|---|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/13/2015 | Laura Saarnio | | Valid |
| License Number | Address of Applicant | Business (where license is to be used) | Business Address |
| N160848 | 1833-22nd Ave | | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|---------------------------|-------------|-------------------------------|--------|
| 4/14/2011 | LIQUOR, LICENSE VIOLATION | DISMISSED | N/A | 0 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|--|----------|--|
| Offense Demerit Points | 0 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 0 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION | |
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| <input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="0"/> 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 | |

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

Zf

| APPLICANT INFORMATION | | | |
|-----------------------|---------------------------|--|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/13/2015 | Kacee Smith | | ID Card Only |
| License Number | Address of Applicant | Business (Where license is to be used) | Business Address |
| N160847 | 9934-28th Ave, Pl.Prairie | Cabin Fever | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|-----------------|-------------|-------------------------------|--------|
| 1/17/2015 | BATTERY/DV D.C. | GUILTY | Y | 10 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|--|-----------|--|
| Offense Demerit Points | 10 | |
| Were all offenses listed on the application? | Y | |
| TOTAL DEMERIT POINTS | 10 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION | |
|--|--|
| <input checked="" type="checkbox"/> X | GRANT, Subject to 10 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 |

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

19

| APPLICANT INFORMATION | | | |
|-----------------------|--|---|-------------------------|
| Date of Application | Name of Applicant | Applicant's Date of Birth | Driver's License Status |
| 10/6/2015 | Ashley A. Schoenwetter | | Valid |
| License Number | Address of Applicant | BUSINESS (where license is to be used) | Business Address |
| N160839 | 5024 Pershing Blvd. Kenosha, WI 53144 | Speedway | |

| DATE OF CHARGE | OFFENSE | CASE STATUS | OFFENSE LISTED ON APPLICATION | POINTS |
|----------------|-----------------------|-------------|-------------------------------|--------|
| 11/16/2011 | LIQUOR, SELL TO MINOR | GUILTY | N | 25 |
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| CITY ATTORNEY'S RECOMMENDATION | | |
|--|-----------|--|
| Offense Demerit Points | 25 | |
| Were all offenses listed on the application? | N=20 | |
| TOTAL DEMERIT POINTS | 45 | |

| CITY ATTORNEY'S COMMENTS |
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| FINAL RECOMMENDATION | |
|--|--|
| <input checked="" type="checkbox"/> GRANT, Subject to 45 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 | |

CHARTER ORDINANCE NO. 37

SPONSOR: MAYOR

ELECTING NOT TO BE GOVERNED BY THE PROVISIONS OF WIS. STAT. § 66.0813(5M), AND ESTABLISHING LIMITS ON THE CITY'S PROVISION OF WATER AND SEWER SERVICE OUTSIDE OF ITS MUNICIPAL BOUNDARIES

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

Section One: This Charter Ordinance is adopted pursuant to Article XI, Section 3, of the Wisconsin Constitution, and Section 66.0101 of the Wisconsin Statutes.

Section Two: The Common Council finds that:

- a. The City owns and operates a water system and a sewerage system for wastewater treatment operated through its Water Utility for the benefit of its residents.
- b. The taxpayers of the City have funded the creation of the water system and the sewerage system for the benefit of its residents.
- c. The City has entered into agreements with adjacent local governmental bodies pursuant to which the City has agreed to provide wholesale water and sewer service to such local governmental bodies in accordance with the terms of the negotiated agreements.
- d. The City has designed and constructed its water and sewerage systems to serve its residents, and to meet the requirements of the negotiated agreements.
- e. The design, construction, and operation of the City's water and sewerage systems is a matter of paramount local concern.
- f. The need for the City to be able to rely upon the validity of its negotiated agreements with other governmental bodies is a matter of paramount local concern.
- g. Wisconsin Statute § 66.0813(5m), as created by 2015 Wisconsin Act 55, would authorize action contrary to the City's negotiated agreements with other governmental bodies.
- h. The provisions of Subsection 66.0813(5m) of the Wisconsin Statute do not apply uniformly to every city and village in the state.

Section Three: The provisions of Subsection 66.0813(5m) of the Wisconsin Statutes shall not apply to the City of Kenosha.

Section Four:

A. Limitation on Obligation to Serve Outside Municipal Boundaries. The City shall have no obligation to serve any property outside the corporate limits of the City with water or wastewater service

except as provided in this ordinance. This ordinance shall constitute a limitation on the City's obligation to provide water and wastewater service outside its municipal boundaries as allowed under Subsection 66.0813(3) of the Wisconsin Statutes.

B. Existing Retail Service Outside of Municipal Boundaries. The City will continue to provide retail water service and retail wastewater service to those properties located outside the municipal boundaries of the City that are receiving those retail services on the effective date of this ordinance. The City's obligation to provide retail service outside the City's municipal boundaries shall not extend beyond those properties provided retail service under this subsection. The City may authorize the provision of retail water or wastewater service to additional properties located outside of the City's municipal boundaries on a case-by-case basis.

C. Provision of Wholesale Service Outside of Municipal Boundaries. The City will provide wholesale water service or wholesale wastewater service outside the municipal boundaries of the City only pursuant to and in accordance with those written, wholesale service agreements that have been approved and signed by the City. The City may authorize the provision of wholesale water or wastewater service to additional properties located outside of the City's municipal boundaries through future, written, wholesale service agreements. The City's obligation to provide wholesale service outside the City's municipal boundaries shall not extend beyond the terms of the written, wholesale service agreements approved and signed by the City.

Section Five: This Ordinance shall be effective sixty (60) days after its passage by at least a two-thirds (2/3) vote of the members of the Common Council and its publication, unless, within such sixty (60) days, it be made subject to a referendum in the manner prescribed by Section 66.0101(5) of the Wisconsin Statutes.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:

Edward R. Antaramian
City Attorney

ORDINANCE NO. _____

SPONSOR: THE MAYOR

TO CREATE SUBPARAGRAPH 1.055 12.a.(8) OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA REGARDING THE DEPARTMENT OF MUNICIPAL COURT AND SAFE RIDE PROGRAM SURCHARGE

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

Section One: Subparagraph 1.055 12.a.(8) of the Code of General Ordinances

for the City of Kenosha, Wisconsin, is hereby created as follows:

(8) Any applicable safe ride program surcharge imposed as specified in §346.657, Wisconsin Statutes, and any amendments thereto. The safe ride program surcharge shall be collected by the City Treasurer and transmitted by the City as provided in Section 346.57(2)(b), Wisconsin Statutes.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Passed:

Published:

~~Drafted By:~~ _____
CHRISTINE GENTHNER
Assistant City Attorney

***Approved Amendments from
Board of Park Commissioners
Meeting on 9/28/15**

**SPONSOR: ALDERPERSON BOB JOHNSON
CO-SPONSOR: ALDERPERSON CURT WILSON
ALDERPERSON KEITH W. ROSENBERG**

**TO REPEAL AND RECREATE SECTION 6.05 OF THE CODE OF
GENERAL ORDINANCES ENTITLED “PERMITS” RELATING
TO PERMIT REQUIREMENTS FOR USE OF CITY PARKS**

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

Section One: Section 6.05 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

6.05 PERMITS

A. Definitions.

“**Athletic competition**” means a sporting event participation in which requires participants or teams to pay a fee of any sort to an entity other than the City of Kenosha.

“**Not-For-Profit Entity**” means a governmental entity other than the City of Kenosha, a nonprofit corporation as that term is defined in Wis. Stat. §181.0103(17), or bona fide clubs, churches, lodges or societies, or posts of veterans organizations, which bona fide clubs, churches, lodges or societies, or posts of veterans organizations have been in existence for at least 6 months before the date of application for a permit under this Section 6.05.

“**Park Area**” means the portion of the park for which a permit is being requested, in addition to the parking lot in closest proximity to that portion of the park, and the pedestrian-travel area between the parking lot and the portion of the park for which the permit is being requested.

“**Sponsor**” when used as a verb with regard to an event, the term means to publicly endorse the event; when used as a noun, the term means an entity which is publicly endorsing the event.

BA. Permits

1. Required. A permit shall be required under this Ordinance prior to and as a condition of any person, party, firm or corporation undertaking any of the following activities:

- a1. Hold any assembly or gathering of two hundred fifty (250) or more persons.

~~2b.~~ Engage in ~~organized~~ athletic competition ~~or team sports~~.

~~c3.~~ Reserve any athletic field for a date and time certain.

~~d4.~~ Reserve any picnic area for a date and time certain.

~~e5.~~ Sell food, beverage or any other product or service.

~~f6.~~ Possess and consume fermented malt beverages and/or wine.

~~g7.~~ Perform any act, otherwise prohibited.

~~h8.~~ Produce amplified sound in excess of decibel limit specified in Chapter 23 of the Code of General Ordinances.

~~i.~~ Engage in skydiving landing or other acts deemed by the Superintendent of Parks to be potentially hazardous.

~~j.~~ Hold an income-producing activity for other than a Not-For-Profit Entity.

~~k.~~ Hold an event or events that occur on more than one day, regardless of whether the days are consecutive.

The failure to obtain such permit shall be deemed a violation of this Ordinance.

2. **Permit Not Required.** A permit is not required for events sponsored by the City or the Board of Park Commissioners.

BC. Application. Application for any permit above provided shall be made to the Superintendent of Parks in writing, and accompanied by the required fee **or by an appropriate request for fee waiver**. Such application shall be fully completed on City forms and shall define the activity desired to be engaged in, the park(s) or park area where the activity will be performed, the estimated attendance and other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the permit should be issued. The Board of Park Commissioners shall, from time to time, establish a written policy for the minimum and maximum time for submitting applications for activities subject to a permit on an activity-by-activity basis.

CD. Permit Fees.

1. **Establishment.** Permit fees shall be as established by the Board of Park Commissioners, and kept on file in the Department of Public Works.

2. **Waiver.**

a. **Request.** A Not-For-Profit Entity may request a waiver of all or part of a fee otherwise required under this section.

b. **Procedure.** A request for waiver must be made in writing to the Mayor with the application for permit. The request must be signed and the information contained in the request be certified on personal knowledge, by a person authorized by the Not-For-Profit Entity that is ~~making the application~~ **sponsoring the event**. The person making the request must identify the name of the Not-For-Profit Entity in whose name the request is being made, identify the names of all sponsors of the event, and assert that all sponsors are either the City or are Not-For-Profit Entities. A statement must be included as to the reason the fee should be waived. A false certification is deemed a violation of this Ordinance.

c. **Standards.** A fee may be waived by the Mayor in circumstances where the only sponsors are Not-For-Profit Entities.

d. Withhold Permit Until Fee Paid. Should the request for waiver be denied, but the underlying application be approved by the Board of Park Commissioners or by the Superintendent of Parks, the issuance of the permit is conditioned upon the payment of the fee and the permit will be withheld until the permit fee is paid.

e. Report. ~~Before January 31~~ **During the month of January** of each ~~year~~**year**, the Superintendent of Parks shall present to the Board of Parks Commissioners report of waived fees for the previous **fiscal** year.

DE. Leases And Concessions. Leases and Concession Agreements shall be subject to bids, requests for proposals or negotiated terms and conditions, reduced to a contract, reviewed and approved by the City Attorney as to form, and approved by the Board of Park Commissioners.

EF. Permitting Authority.

1. Board Of Park Commissioners. The Board of Park Commissioners shall be responsible for granting leases, concession agreements, permits for a gathering of two hundred fifty (250) or more persons, for special events involving the sale or consumption of fermented malt beverages, and for determination of fees and charges.

2. Superintendent ~~Director~~ Of Parks. The Superintendent of Parks may grant any other permit or allow any activity authorized by this Ordinance, subject to a monthly report of permits being filed with and subject to the payment of fees and charges authorized by the Board of Park Commissioners. The decision of any of the above may be appealed to the Board of Park Commissioners.

FG. Standards For Permit Issuance. The Permitting Authority shall consider the following standards for permit issuance ~~and grant a permit only upon finding that:~~

1. The activity or use will be in compliance with applicable Federal, State, County and City laws, rules and regulations.
2. The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.
3. The activity or use will not unreasonably interfere with the use of the park by the general public.
4. ~~The activity or use will not unreasonably interfere with the peaceful use of the properties adjacent to the park.~~
5. ~~The activity or use will not entail an unusual, extraordinary or burdensome expense to the City which is not recovered in the permit fees or charges.~~
6. ~~The area which is the subject of the application is not reserved for another use or party at the day and hour for which requested.~~
7. ~~The area requested is an area designated by the Board of Park Commissioners for the type of use requested and is otherwise available for use.~~
8. Other considerations:
 - a. Applications, where timely filed, shall be considered in order of priority determined by Permitting Authority, with due consideration for the need to distribute scarce

resources on an equitable basis.

b. A permit shall not be denied where the activity constitutes free speech or right of assembly protected by the United States or Wisconsin Constitution, provided the above standards can be met.

c. The Board of Park Commissioners shall retain the right to reserve any park or area for any civic function or Commission sponsored event.

Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

GH. Permit Conditions. The Permitting Authority shall have the right to impose reasonable permit conditions, including, but not limited to, the following:

1. Compliance with applicable Federal, State, County and City laws, rules and regulations.
2. Compliance with this Ordinance.
3. Execution of Indemnity and Hold Harmless Agreement.
4. Post a bond or other assurance to guarantee compliance with permit terms and conditions.
5. Provide private security for traffic, parking and/or crowd control.
6. Hold City harmless from damage to its property.
7. Clean up area immediately following use.
8. Inspect the Park Area immediately prior to Park use to determine whether or not the Park Area is suitable and safe for such use. If such inspection reveals that such Park Area is not suitable and safe for the intended use, the Park Area shall not be used until the Park Area is made suitable and safe for such use.

9. Report unsafe conditions in the Park Area to the Department of Public Works.

10. Warn all persons using the Park Area under authority of the Park Use Agreement of any unsafe conditions which may exist or portions of Park Area which are not suitable for use.

11. Supervise all persons using the Park Area under authority of the Park Use Agreement.

12. Reimbursement to City of costs incurred in enforcing permit forms and conditions.

13. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which contain an endorsement of contractual liability, and which covers death, personal injury and property damage in the following amounts:

a. CLASS I RISK - \$1,000,000 per occurrence and \$1,000,000 aggregate, for events and activities which involve a moderate liability risk, a noncommercial activity, and/or a gathering of less than five hundred (500) persons.

b. CLASS II RISK - \$1,000,000 per occurrence and \$2,000,000 aggregate, for events and activities which involve a moderate liability risk or a commercial activity, or a gathering of more than five hundred (500) persons.

c. CLASS III RISK - Over \$1,000,000 per occurrence and over \$2,000,000 aggregate, as determined by the Park Commission, for events and activities which involved a high liability risk, specifically including, but not limited to, circuses and carnivals.

14. Procure any other license or permit required for activity, such as Food Permit or Special Class "B" License.

HI. Revocation, NonRenewal and Suspension of Permits. The Permitting Authority may authorize and for just cause suspend, revoke, or not renew any permit herein provided, upon serving upon such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that

for the service of a Summons in a civil action. Said notice shall provide for a hearing upon a written request therefor being filed with the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the Permitting Authority shall administratively impose the penalty set forth in said notice. The judgment of conviction of any permittee in any Municipal, State or Federal Court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea, said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

H. Time Limits. The following time limits shall apply in the application of this Section:

1. Board of Park Commissioners to act on Permit Application: Thirty (30) days.
2. Superintendent of Parks to act on Permit Application: Ten (10) days.
3. Appeal of any permitting decision of the Superintendent of Parks to the Board of Park Commissioners: Ten (10) days from actual receipt or twelve (12) days from date of postmark, whichever is longer.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON BOB JOHNSON
CO-SPONSOR: ALDERPERSON CURT WILSON
ALDERPERSON KEITH W. ROSENBERG

**TO REPEAL AND RECREATE SECTION 6.05 OF THE CODE OF
GENERAL ORDINANCES ENTITLED “PERMITS” RELATING
TO PERMIT REQUIREMENTS FOR USE OF CITY PARKS**

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

Section One: Section 6.05 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

6.05 PERMITS

A. Definitions.

“**Athletic competition**” means a sporting event participation in which requires participants or teams to pay a fee of any sort to an entity other than the City of Kenosha.

“**Not-For-Profit Entity**” means a governmental entity other than the City of Kenosha, a nonprofit corporation as that term is defined in Wis. Stat. §181.0103(17), or bona fide clubs, churches, lodges or societies, or posts of veterans organizations, which bona fide clubs, churches, lodges or societies, or posts of veterans organizations have been in existence for at least 6 months before the date of application for a permit under this Section 6.05.

“**Park Area**” means the portion of the park for which a permit is being requested, in addition to the parking lot in closest proximity to that portion of the park, and the pedestrian-travel area between the parking lot and the portion of the park for which the permit is being requested.

“**Sponsor**” when used as a verb with regard to an event, the term means to publicly endorse the event; when used as a noun, the term means an entity which is publicly endorsing the event.

B. Permits

1. Required. A permit shall be required under this Ordinance prior to and as a condition of any person, party, firm or corporation undertaking any of the following activities:

- a. Hold any assembly or gathering of two hundred fifty (250) or more persons.
- b. Engage in athletic competition.
- c. Reserve any athletic field for a date and time certain.
- d. Reserve any picnic area for a date and time certain.

- e. Sell food, beverage or any other product or service.
- f. Possess and consume fermented malt beverages and/or wine.
- g. Perform any act, otherwise prohibited.
- h. Produce amplified sound in excess of decibel limit specified in Chapter 23 of the Code of General Ordinances.
- i. Engage in skydiving landing or other acts deemed by the Superintendent of Parks to be potentially hazardous.
- j. Hold an income-producing activity for other than a Not-For-Profit Entity.
- k. Hold an event or events that occur on more than one day, regardless of whether the days are consecutive.

The failure to obtain such permit shall be deemed a violation of this Ordinance.

2. Permit Not Required. A permit is not required for events sponsored by the City or the Board of Park Commissioners.

C. Application. Application for any permit above provided shall be made to the Superintendent of Parks in writing, and accompanied by the required fee or by an appropriate request for fee waiver. Such application shall be fully completed on City forms and shall define the activity desired to be engaged in, the park(s) or park area where the activity will be performed, the estimated attendance and other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the permit should be issued. The Board of Park Commissioners shall, from time to time, establish a written policy for the minimum and maximum time for submitting applications for activities subject to a permit on an activity-by-activity basis.

D. Permit Fees.

1. Establishment. Permit fees shall be as established by the Board of Park Commissioners, and kept on file in the Department of Public Works.

2. Waiver.

a. Request. A Not-For-Profit Entity may request a waiver of all or part of a fee otherwise required under this section.

b. Procedure. A request for waiver must be made in writing to the Mayor with the application for permit. The request must be signed and the information contained in the request be certified on personal knowledge, by a person authorized by the Not-For-Profit Entity that is sponsoring the event. The person making the request must identify the name of the Not-For-Profit Entity in whose name the request is being made, identify the names of all sponsors of the event, and assert that all sponsors are either the City or are Not-For-Profit Entities. A statement must be included as to the reason the fee should be waived. A false certification is deemed a violation of this Ordinance.

c. Standards. A fee may be waived by the Mayor in circumstances where the only sponsors are Not-For-Profit Entities.

d. Withhold Permit Until Fee Paid. Should the request for waiver be denied, but the underlying application be approved by the Board of Park Commissioners or by the Superintendent of Parks, the

issuance of the permit is conditioned upon the payment of the fee and the permit will be withheld until the permit fee is paid.

e. Report. During the month of January of each year, the Superintendent of Parks shall present to the Board of Parks Commissioners report of waived fees for the previous fiscal year.

E. Leases And Concessions. Leases and Concession Agreements shall be subject to bids, requests for proposals or negotiated terms and conditions, reduced to a contract, reviewed and approved by the City Attorney as to form, and approved by the Board of Park Commissioners.

F. Permitting Authority.

1. Board of Park Commissioners. The Board of Park Commissioners shall be responsible for granting leases, concession agreements, permits for a gathering of two hundred fifty (250) or more persons, for special events involving the sale or consumption of fermented malt beverages, and for determination of fees and charges.

2. Superintendent of Parks. The Superintendent of Parks may grant any other permit or allow any activity authorized by this Ordinance, subject to a monthly report of permits being filed with and subject to the payment of fees and charges authorized by the Board of Park Commissioners. The decision of any of the above may be appealed to the Board of Park Commissioners.

G. Standards For Permit Issuance. The Permitting Authority shall consider the following standards for permit issuance:

1. The activity or use will be in compliance with applicable Federal, State, County and City laws, rules and regulations.

2. The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.

3. The activity or use will not unreasonably interfere with the use of the park by the general public.

4. The activity or use will not unreasonably interfere with the peaceful use of the properties adjacent to the park.

5. The activity or use will not entail an unusual, extraordinary or burdensome expense to the City which is not recovered in the permit fees or charges.

6. The area which is the subject of the application is not reserved for another use or party at the day and hour for which requested.

7. The area requested is an area designated by the Board of Park Commissioners for the type of use requested and is otherwise available for use.

8. Other considerations:

a. Applications, where timely filed, shall be considered in order of priority determined by Permitting Authority, with due consideration for the need to distribute scarce resources on an equitable basis.

b. A permit shall not be denied where the activity constitutes free speech or right of assembly protected by the United States or Wisconsin Constitution, provided the above standards can be met.

- c. The Board of Park Commissioners shall retain the right to reserve any park or area for any civic function or Commission sponsored event.

Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

H. Permit Conditions. The Permitting Authority shall have the right to impose reasonable permit conditions, including, but not limited to, the following:

1. Compliance with applicable Federal, State, County and City laws, rules and regulations.
2. Compliance with this Ordinance.
3. Execution of Indemnity and Hold Harmless Agreement.
4. Post a bond or other assurance to guarantee compliance with permit terms and conditions.
5. Provide private security for traffic, parking and/or crowd control.
6. Hold City harmless from damage to its property.
7. Clean up area immediately following use.
8. Inspect the Park Area immediately prior to Park use to determine whether or not the Park Area is suitable and safe for such use. If such inspection reveals that such Park Area is not suitable and safe for the intended use, the Park Area shall not be used until the Park Area is made suitable and safe for such use.
9. Report unsafe conditions in the Park Area to the Department of Public Works.
10. Warn all persons using the Park Area under authority of the Park Use Agreement of any unsafe conditions which may exist or portions of Park Area which are not suitable for use.
11. Supervise all persons using the Park Area under authority of the Park Use Agreement.
12. Reimbursement to City of costs incurred in enforcing permit forms and conditions.
13. Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin, which contain an endorsement of contractual liability, and which covers death, personal injury and property damage in the following amounts:
 - a. CLASS I RISK - \$1,000,000 per occurrence and \$1,000,000 aggregate, for events and activities which involve a moderate liability risk, a noncommercial activity, and/or a gathering of less than five hundred (500) persons.
 - b. CLASS II RISK - \$1,000,000 per occurrence and \$2,000,000 aggregate, for events and activities which involve a moderate liability risk or a commercial activity, or a gathering of more than five hundred (500) persons.
 - c. CLASS III RISK - Over \$1,000,000 per occurrence and over \$2,000,000 aggregate, as determined by the Park Commission, for events and activities which involve a high liability risk, specifically including, but not limited to, circuses and carnivals.
14. Procure any other license or permit required for activity, such as Food Permit or Special Class "B" License.

I. Revocation, NonRenewal and Suspension of Permits. The Permitting Authority may authorize and for just cause suspend, revoke, or not renew any permit herein provided, upon serving upon such party written notice of the charges forming a basis for the proposed penalty, in the same manner as that for the service of a Summons in a civil action. Said notice shall provide for a hearing upon a written request therefor being filed with the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the Permitting Authority shall administratively impose the penalty set forth in said notice. The judgment of conviction of any permittee in any Municipal, State or Federal Court, irrespective of

whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie proof of said violation for purposes of this Ordinance. However, in the instance of any judgment of conviction entered pursuant to a no contest plea, or considered in law to be rendered pursuant to a no contest plea, said judgment of conviction as a prima facie case may be rebutted. Further, mitigating circumstances may be introduced with respect to any judgment of conviction.

J. Time Limits. The following time limits shall apply in the application of this Section:

1. Board of Park Commissioners to act on Permit Application: Thirty (30) days.
2. Superintendent of Parks to act on Permit Application: Ten (10) days.
3. Appeal of any permitting decision of the Superintendent of Parks to the Board of Park Commissioners: Ten (10) days from actual receipt or twelve (12) days from date of postmark, whichever is longer.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO.

10/28/15 Amended by Sponsor

SPONSOR: ALDERPERSON CURT WILSON
CO-SPONSOR: ALDERPERSON DAVE PAFF
ALDERPERSON SCOTT N. GORDON
ALDERPERSON BOB JOHNSON
ALDERPERSON PATRICK A. JULIANA
ALDERPERSON KEITH W. ROSENBERG
ALDERPERSON JACK ROSE
ALDERPERSON KURT WICKLUND
ALDERPERSON JAN MICHALSKI

**TO REPEAL AND RECREATE SECTION 28.03, AND TO REPEAL
AND RECREATE SUBSECTIONS 28.04 B. AND 28.05 A. OF THE
CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA,
WISCONSIN REGARDING VACANT BUILDING CODE**

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

Section One: Subsection 28.03 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

28.03 PUBLIC RECORD

A. Finding. In addition to the purposes in Section 28.02, the City finds that vacant buildings are targets for vandalism, arson, and other illegal activities. The City still further finds that the public disclosure of the identification of any or all vacant buildings would provide to persons with criminal intentions a data source to locate vacant buildings in which to carry out illegal activity. While the City acknowledges the requirements of the Wisconsin Public Records Law embodied in Wisconsin Statutes §§ 19.31 through 19.39, and the strong public policy underpinning those statutes that all persons are entitled to the greatest possible information regarding the affairs of government, the City also recognizes that against that strong public policy, records custodians must balance contrary public policy such as that found by the City in this subsection A., that would weigh against disclosure of a particular document.

B. Policy. Prior to releasing any records that are received, created, or maintained pursuant to the provisions of this chapter or are received, created, or maintained to accomplish the purpose of this chapter, the records custodian will consider the intent of the City articulated in this section.

Section Two: Subsection 28.04 B. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

B. Definitions.

1. Accessory Building/Structure. A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a

child's playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.

2. Building. Any Structure used or intended for supporting or sheltering any use or occupancy. - For multi-unit structures, each non-residential unit is deemed a separate “building” subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.

3. Code of General Ordinances. The Code of General Ordinances for the City of Kenosha, Wisconsin, which includes the Vacant Building Code.

4. Code Official. The Director of the Department of Community Development and Inspections, or any duly authorized designee of the Director.

5. Department. The Department of Community Development and Inspections of the City of Kenosha, Wisconsin.

6. Exterior Premises. The open space on the premises or the portion of the premises upon which there is not a structure.

7. Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

8. Good Repair. “Good Repair” shall mean free from blighting and hazardous conditions, clean and sanitary, and in a safe condition.

9. Imminent Hazard. A condition which could cause serious or life-threatening injury or death at any time.

10. Mixed Occupancy. Occupancy of a structure in part for residential use and in part for some other lawful use under the Zoning Ordinance, not accessory thereto.

11. Occupied. A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer.

12. Owner. ~~Any person having a title to the premises, as recorded in the Office of the Register of Deeds for Kenosha County, or as recorded on the City of Kenosha assessment rolls.~~ Every person, partnership, limited partnership, corporation, service corporation, limited liability company or partnership, or other legally-recognized entity or association, who alone or jointly or severally with others:

- a. Has the legal ~~or equitable~~ title to a Building or Structure;
- b. Has legal right or obligation to the care, charge, or control of any Building or Structure, in any capacity including, but not limited to, agent; executor, administrator, trustee, guardian, or personal representative of the estate of the holder of legal title; or an agent, trustee, receiver or other person appointed by court order with authority to have possession or control of the Building or Structure; or

- c. Is a mortgagee, where either:
 - (1) the mortgagee has obtained a judgment of foreclosure against the mortgagor with regard to the premises containing the Vacant Building or Structure; or
 - (2) the mortgage or note secured by the mortgage contains a provision authorizing the mortgagee to act to secure or repair the property of the mortgagor, and the mortgagor no longer maintains the vacant Building or Structure; or
- d. Is a land contract vendor, where either:
 - (1) the land contract vendor has obtained a judgment of foreclosure against the land contract vendee with regard to the premises containing the vacant Building or Structure; or
 - (2) the land contract contains a provision authorizing the land contract vendor to act to secure or repair the property of the vendee, and the vendee no longer maintains the Vacant Building or Structure.
- e. **“Owner” does not include any real estate licensee providing brokerage services in accordance with Wis. Stat. Chapter 452.**

13. Partially Vacant. A multi-storied building or structure that has one (1) or more stories vacant.

14. Responsible Person. A natural person who is the owner, operator or manager of any structure or premises.

15. Rubbish. Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.

16. Secured. A Building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all of its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panels intact and unbroken.

176. Structure. Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.

187. Unified Business District. Any commercial building or group of commercial buildings comprised of permitted and/or conditional uses located on a lot or group of lots, which lot or group of lots has a common ownership, and which is planned, developed or functions as a unit.

198. Vacant. A building or structure shall be deemed to be vacant if no person or persons ~~actually~~, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant- occupant(s), owner-occupants or tenant(s) on a permanent, non transient basis. Vacant status is determined from a totality of circumstances. For purposes of this chapter only, rebuttable evidence of vacancy includes, but is not be limited to, low or no utility usage, lack of customary furnishing consistent with occupancy, accumulation of newspapers or fliers, and fixtures or window coverings which are not Secured.

2019. Waste. “Waste” shall mean garbage, ashes, rubbish and trash, but not of an earthly or construction nature.

210. Weeds. “Weeds” or “Noxious Weeds” shall mean Canada thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (commonly called Giant Ragweed), Arubuosia trifida (commonly called Common Ragweed), and such other weeds as are defined in “Weeds of the Northern Central States, North Central Regional Research Publication No. 281, Bulletin 772”, published by the University of Illinois at Urbana-

Champaign, College of Agriculture, Agricultural Experiment Station.

221. Zoning Ordinance. The Zoning Ordinance for the City of Kenosha, Wisconsin.

Section Three: Subsection 28.05 A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

28.05 APPLICABILITY

A. General. The provisions of this Vacant Building Code shall apply to all manufacturing, commercial, institutional, residential, and mixed occupancy buildings vacant for one hundred eighty (180) consecutive days, and all manufacturing, commercial and mixed occupancy buildings, which have been partially vacant for one hundred eighty (180) days. ~~and have a history of violations of the Code of General Ordinances or of the Zoning Ordinance. All buildings with a valid City of Kenosha Building or Raze Permit shall also be exempt from the provisions of this Code.~~

Upon application to the Director of Community Development and Inspections, an exemption from the provisions of this code may be granted for a **non-renewable** period of up to 365 days.

In the event an exemption is granted the premises must be maintained in a clean and sanitary condition with grass/weeds cut and snow removed and the building maintained in good condition during the exemption period consistent with The General Code. The exemption may be revoked for a failure of the applicant to maintain the Building or the premises associated with the Building free from violation of law.

Any one of the following circumstances may be a basis for an exemption from the provisions of this chapter:

1. A Building under active construction, rehabilitation, renovation or repair for which a Building Permit has been obtained.
2. A Building with a raze permit or with a raze order pending from the City of Kenosha.
3. A Building whose owner is actively seeking in good faith to rent or sell the building, which good faith is supported by evidence to the reasonable satisfaction of the Director of Community Development and Inspections of such activity.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO.

SPONSOR: ALDERPERSON CURT WILSON
CO-SPONSOR: ALDERPERSON DAVE PAFF
ALDERPERSON SCOTT N. GORDON
ALDERPERSON BOB JOHNSON
ALDERPERSON PATRICK A. JULIANA
ALDERPERSON KEITH W. ROSENBERG
ALDERPERSON JACK ROSE
ALDERPERSON KURT WICKLUND
ALDERPERSON JAN MICHALSKI

**TO REPEAL AND RECREATE SECTION 28.03, AND TO REPEAL
AND RECREATE SUBSECTIONS 28.04 B. AND 28.05 A. OF THE
CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA,
WISCONSIN REGARDING VACANT BUILDING CODE**

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

Section One: Subsection 28.03 of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

28.03 PUBLIC RECORD

A. Finding. In addition to the purposes in Section 28.02, the City finds that vacant buildings are targets for vandalism, arson, and other illegal activities. The City still further finds that the public disclosure of the identification of any or all vacant buildings would provide to persons with criminal intentions a data source to locate vacant buildings in which to carry out illegal activity. While the City acknowledges the requirements of the Wisconsin Public Records Law embodied in Wisconsin Statutes §§ 19.31 through 19.39, and the strong public policy underpinning those statutes that all persons are entitled to the greatest possible information regarding the affairs of government, the City also recognizes that against that strong public policy, records custodians must balance contrary public policy such as that found by the City in this subsection A., that would weigh against disclosure of a particular document.

B. Policy. Prior to releasing any records that are received, created, or maintained pursuant to the provisions of this chapter or are received, created, or maintained to accomplish the purpose of this chapter, the records custodian will consider the intent of the City articulated in this section.

Section Two: Subsection 28.04 B. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

B. Definitions.

1. Accessory Building/Structure. A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child's playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.

2. Building. Any Structure used or intended for supporting or sheltering any use or occupancy. For multi-unit structures, each non-residential unit is deemed a separate “building” subject to this chapter; in multi-unit structures, individual residential units are to be considered a part of the larger building that encompasses the other residential units.

3. Code of General Ordinances. The Code of General Ordinances for the City of Kenosha, Wisconsin, which includes the Vacant Building Code.

4. Code Official. The Director of the Department of Community Development and Inspections, or any duly authorized designee of the Director.

5. Department. The Department of Community Development and Inspections of the City of Kenosha, Wisconsin.

6. Exterior Premises. The open space on the premises or the portion of the premises upon which there is not a structure.

7. Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

8. Good Repair. “Good Repair” shall mean free from blighting and hazardous conditions, clean and sanitary, and in a safe condition.

9. Imminent Hazard. A condition which could cause serious or life-threatening injury or death at any time.

10. Mixed Occupancy. Occupancy of a structure in part for residential use and in part for some other lawful use under the Zoning Ordinance, not accessory thereto.

11. Occupied. A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business-occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer.

12. Owner. Every person, partnership, limited partnership, corporation, service corporation, limited liability company or partnership, or other legally-recognized entity or association, who alone or jointly or severally with others:

- a. Has the legal title to a Building or Structure;
- b. Has legal right or obligation to the care, charge, or control of any Building or Structure, in any capacity including, but not limited to, agent; executor, administrator, trustee, guardian, or personal representative of the estate of the holder of legal title; or an agent, trustee, receiver or other person appointed by court order with authority to have possession or control of the Building or Structure; or
- c. Is a mortgagee, where either:
 - (1) the mortgagee has obtained a judgment of foreclosure against the mortgagor with regard to the premises containing the Vacant Building or Structure; or

- (2) the mortgage or note secured by the mortgage contains a provision authorizing the mortgagee to act to secure or repair the property of the mortgagor, and the mortgagor no longer maintains the vacant Building or Structure; or
- d. Is a land contract vendor, where either:
 - (1) the land contract vendor has obtained a judgment of foreclosure against the land contract vendee with regard to the premises containing the vacant Building or Structure; or
 - (2) the land contract contains a provision authorizing the land contract vendor to act to secure or repair the property of the vendee, and the vendee no longer maintains the Vacant Building or Structure.
- e. "Owner" does not include any real estate licensee providing brokerage services in accordance with Wis. Stat. Chapter 452.

13. Partially Vacant. A multi-storied building or structure that has one (1) or more stories vacant.

14. Responsible Person. A natural person who is the owner, operator or manager of any structure or premises.

15. Rubbish. Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.

16. Secured. A Building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all of its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panels intact and unbroken.

17. Structure. Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.

18. Unified Business District. Any commercial building or group of commercial buildings comprised of permitted and/or conditional uses located on a lot or group of lots, which lot or group of lots has a common ownership, and which is planned, developed or functions as a unit.

19. Vacant. A building or structure shall be deemed to be vacant if no person or persons, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant- occupant(s), owner-occupants or tenant(s) on a permanent, non transient basis. Vacant status is determined from a totality of circumstances. For purposes of this chapter only, rebuttable evidence of vacancy includes, but is not be limited to, low or no utility usage, lack of customary furnishing consistent with occupancy, accumulation of newspapers or fliers, and fixtures or window coverings which are not Secured.

20. Waste. "Waste" shall mean garbage, ashes, rubbish and trash, but not of an earthly or construction nature.

21. Weeds. "Weeds" or "Noxious Weeds" shall mean Canada thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (commonly called Giant Ragweed), Arubuosia trifida (commonly called Common Ragweed), and such other weeds as are defined in "Weeds of the Northern Central States, North Central Regional Research Publication No. 281, Bulletin 772", published by the University of Illinois at Urbana-Champaign, College of Agriculture, Agricultural Experiment Station.

22. Zoning Ordinance. The Zoning Ordinance for the City of Kenosha, Wisconsin.

Section Three: Subsection 28.05 A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby repealed and recreated as follows:

28.05 APPLICABILITY

A. General. The provisions of this Vacant Building Code shall apply to all manufacturing, commercial, institutional, residential, and mixed occupancy buildings vacant for one hundred eighty (180) consecutive days, and all manufacturing, commercial and mixed occupancy buildings, which have been partially vacant for one hundred eighty (180) days.

Upon application to the Director of Community Development and Inspections, an exemption from the provisions of this code may be granted for a period of up to 365 days.

In the event an exemption is granted the premises must be maintained in a clean and sanitary condition with grass/weeds cut and snow removed and the building maintained in good condition during the exemption period consistent with The General Code. The exemption may be revoked for a failure of the applicant to maintain the Building or the premises associated with the Building free from violation of law.

Any one of the following circumstances may be a basis for an exemption from the provisions of this chapter:

1. A Building under active construction, rehabilitation, renovation or repair for which a Building Permit has been obtained.
2. A Building with a raze permit or with a raze order pending from the City of Kenosha.
3. A Building whose owner is actively seeking in good faith to rent or sell the building, which good faith is supported by evidence to the reasonable satisfaction of the Director of Community Development and Inspections of such activity.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SUBPARAGRAPH 10.03 C.2
OF THE CODE OF GENERAL ORDINANCES FOR THE
CITY OF KENOSHA REGARDING LICENSE INVESTIGATION**

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

Section One: Subparagraph 10.03 C.2. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

2. Along with any application for a ~~Class "A"~~, Class "B" or "Class B" License or combination thereof, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the applicant shall file with the City Clerk/Treasurer an Economic Impact Statement estimating the impact of the license, if issued, upon the City economy. The Economic Impact Statement shall identify the ownership, value, and square footage of the premises to be licensed; estimate the number of persons to be employed full time and the number of persons to be employed on a part time basis; estimate the gross monthly revenue by each of the following categories: "alcoholic beverages", "food", "other"; and the basis for all estimates given. The information submitted shall be true, correct and complete in all material respects. Should the license be granted, or transferred and issued, and the licensee fails to achieve a minimum of seventy (70%) percent of the gross revenue estimated by applicant during the first full license term from the date the license is granted or transferred, the license may be suspended, revoked or not renewed. This paragraph shall not apply to renewals of existing licenses, after the first full license year, or to conditional surrenders of existing licenses, coupled with a new application for a license at the same location.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

**TO REPEAL AND RECREATE SUBPARAGRAPH 10.03 C.2
OF THE CODE OF GENERAL ORDINANCES FOR THE
CITY OF KENOSHA REGARDING LICENSE INVESTIGATION**

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

Section One: Subparagraph 10.03 C.2. of the Code of General Ordinances for

the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

2. Along with any application for a Class "B" or "Class B" License or combination thereof, or transfer of any such license under Section 125.04(12)(a), Wisconsin Statutes, the applicant shall file with the City Clerk/Treasurer an Economic Impact Statement estimating the impact of the license, if issued, upon the City economy. The Economic Impact Statement shall identify the ownership, value, and square footage of the premises to be licensed; estimate the number of persons to be employed full time and the number of persons to be employed on a part time basis; estimate the gross monthly revenue by each of the following categories: "alcoholic beverages", "food", "other"; and the basis for all estimates given. The information submitted shall be true, correct and complete in all material respects. Should the license be granted, or transferred and issued, and the licensee fails to achieve a minimum of seventy (70%) percent of the gross revenue estimated by applicant during the first full license term from the date the license is granted or transferred, the license may be suspended, revoked or not renewed. This paragraph shall not apply to renewals of existing licenses, after the first full license year, or to conditional surrenders of existing licenses, coupled with a new application for a license at the same location.

Section Two: This Ordinance shall become effective upon passage and

publication.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

TO REPEAL SUBPARAGRAPHS 10.03 D.2.; TO REPEAL AND RECREATE SUBPARAGRAPH 10.03 D.3.; AND TO RENUMBER SUBPARAGRAPHS 10.03 D.3.–D.6. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA AS 10.03 D.2-D.4., REGARDING LICENSE INVESTIGATION FOR RETAIL “CLASS A” LIQUOR LICENSES

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

Section One: Subparagraph 10.03 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Subparagraph 10.03 D.3. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

3. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, ~~the Economic Impact Statement, if one is required,~~ and all other information before it and make a recommendation to the Common Council.

Section Three: Subparagraphs 10.03 D.3-D.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 10.03 D.2-D.4.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney

ORDINANCE NO. _____

SPONSOR: ALDERPERSON PATRICK JULIANA

TO REPEAL SUBPARAGRAPHS 10.03 D.2.; TO REPEAL AND RECREATE SUBPARAGRAPH 10.03 D.3.; AND TO RENUMBER SUBPARAGRAPHS 10.03 D.3.–D.6. OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA AS 10.03 D.2-D.4., REGARDING LICENSE INVESTIGATION FOR RETAIL “CLASS A” LIQUOR LICENSES

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

Section One: Subparagraph 10.03 D.2. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed.

Section Two: Subparagraph 10.03 D.3. of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed and recreated as follows:

3. The Committee on Licenses/Permits shall review the application, the reports of the departments, the recommendation of the City Attorney, and all other information before it and make a recommendation to the Common Council.

Section Three: Subparagraphs 10.03 D.3-D.6. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby renumbered as 10.03 D.2-D.4.

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

ATTEST: _____ City Clerk

APPROVED: _____ Mayor

Passed:

Published:

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



TO: Mayor Keith Bosman
Members of the Common Council

FROM: Rich Schroeder, Department of Community Development & Inspections

RE: **Ordinance 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. (CTH N - 38th Street ROW) (District 16)**

DATE: October 19, 2015

This Ordinance will attach all remaining 38th Street right-of-way located in the Town of Somers, East of I94 to CTH S, to the City.

This Attachment is consistent with the First Amendment to the City of Kenosha/Town of Somers Cooperative Boundary Plans as approved by the Wisconsin Department of Administration on September 14, 2015.

Since the Attachment is consistent with the Cooperative Plan and only includes right-of-way, Staff recommends approval of the Attachment.

RS:kas
Attachment

ATTACHMENT AND ZONING DISTRICT CLASSIFICATION ORDINANCE
Under Section 66.0307, Wisconsin Statutes,
City of Kenosha/Town of Somers
State Approved Cooperative Plan

Property Name: CTH N – 38th Street ROW

Located at: East of I94 to CTH S

Town of Somers
[CTH N – 38th Street ROW]

ORDINANCE NO. _____

BY: THE MAYOR

Attaching to the City of Kenosha, Wisconsin, territory in the Town of Somers, Kenosha County, Wisconsin, City of Kenosha/Town of Somers State Approved Cooperative Plan:

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

Section One: Territory Attached. In accordance with City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes, approved by the Wisconsin Department of Administration, Intergovernmental Relations, Municipal Boundary Review, on August 8, 2005, and pursuant to the First Amendment to the City of Kenosha and Town of Somers Cooperative Boundary Plan as approved by the Wisconsin Department of Administration on September 14, 2015, the territory in the Town of Somers, Kenosha County, Wisconsin, road rights-of-way, described on the attached legal description, Exhibit "A", and map, Exhibit "B", is hereby attached to the City of Kenosha, Wisconsin, as hereinafter provided.

Section Two: Effect of Attachment. From and after the effective date of this ordinance, the territory described in Section One shall be a part of the City of Kenosha

for any and all purposes provided by law, and all persons coming or residing within such territory shall be subject to all Ordinances, rules and regulations governing the City of Kenosha.

Section Three: **Severability.** If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

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

ATTEST: _____ City Clerk
 Debra L. Salas

APPROVED: _____ Mayor Date: _____
 Keith G. Bosman

Passed:

Published:

Drafted By:
Edward R. Antaramian
City Attorney

Roadway Jurisdictional legal descriptions
City/Somers
(6-5-2015)

County Trunk Highway "N" – 38th Street

- 1) Commencing at the West ¼ corner of Section 30 Town 2 North, Range 22 East of the Fourth Principal Meridian; thence East along the North line of the Southwest ¼ of said Section 30 (said line also being the centerline of 38th Street) 846.8 feet to the West line of Certified Survey Map 620 as recorded in the Kenosha County Register of Deeds Office as document number 643225. (said line also being the East line of the West ½ of the Southwest ¼ of said Section 30) and the place of beginning of lands described; thence southerly along the West line of said Certified Survey Map 620 40 feet thence; N 86°59'16" E 52 feet; thence North parallel with the West line of said Certified Survey Map 620, 7 feet thence N 86°59'16" E 856.95 feet; thence N 87°49'39" E 225 feet; thence N 87°28'34" E 188.665 feet to the east line of the Southwest ¼ of said Section 30; thence continuing N 87° 28' 34" E 21.335 feet thence N 87° 36' 38" E 150 feet ; thence N 86°24' 38" E 444.53 feet; thence N 88° 13'04" E 588.86 feet; thence N 87°30'45" E 453.25 feet; thence N 87°44'47" E 694.665 feet; thence N 87°59' 34" E 319.98 feet to the East line of said Section 30 at a point which is 53.42 feet N 02°01'47" W of the East ¼ corner of said Section 30; thence N 02°01'47" W along the East line of the Northeast ¼ of said Section 30 to a point which is 118.7 feet N02°03'20" W of the east ¼ corner of said Section 30; thence S 87°59'34" W 243.4 feet to the East line of Certified Survey Map 921 as recorded in the Kenosha County Register of Deeds Office as document 703095; thence southerly along the East line of said Certified Survey Map 921, 33 feet to the south line of said Certified Survey Map 921 which is also the centerline of 38th Street; thence S 87° 59'34" W (recorded as S 87° 44'41" W) along the south line of said Certified Survey Map 921, 76.58 feet to an angle point; thence continuing along the south line of said Certified Survey Map 921 S 87° 44'47" W (recorded as 87° 44'41" W) 103.71 feet; thence northerly along the West line of Certified Survey Map 921, 33 feet (recorded as 30 feet) to the North line of 38th Street; thence S 87°44'47" W 590.955 feet; thence S 87°30'45" W 453.25 feet; thence S 88°13'04" W 588.86 feet to the East line of Certified Survey Map 2765 a Certified Survey Map recorded with the Kenosha County Register of Deeds Office as document 1734027 which point is also the centerline of Kilbourn Road Ditch, also known as Kilbourn Ditch Creek; thence S 86°24'38" W along the South line of Certified Survey Map 2765 439.25 feet, more or less; thence S 87°36'38"W 0.53 feet; thence S 02°23'22" E 33 feet to the centerline of 38th Street; thence S 87°36'38" W 149.13 feet; thence S 87°28'34" W 210 feet thence; S 87°43'34" W 225.19; thence N 02°31'26" W 33 feet; thence S 87°43'34" W 31.5 feet; thence S86°59'16"W 875.57 feet; thence southerly along the northerly extension of the West line of Certified Survey Map 620, 33 feet to the place of beginning. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

- 2) Commencing at a point on the West line of the Northwest $\frac{1}{4}$ of Section 29, Township 2 North, Range 22 East of the Fourth Principal Meridian which is 118.7 feet north of the west $\frac{1}{4}$ corner of said Section; thence S $89^{\circ}37'10''$ E 337 feet to the place of beginning; thence south parallel with the West line 33 feet; thence S $89^{\circ}37'10''$ E 505.5 feet; thence north parallel with the West line 33 feet; thence N $89^{\circ}37'10''$ W 505.5 feet to the place of beginning. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

- 3) Commence at a point on the West line of the Northwest $\frac{1}{4}$ of Section 29, Township 2 North, Range 22 East of the Fourth Principal Meridian, which is 85.7 feet north of the west $\frac{1}{4}$ corner of said Section, thence S $89^{\circ}37'10''$ E 1,011 feet to the point of beginning; thence north parallel to the West line 33 feet; thence S $89^{\circ}37'10''$ E 1,083.45 feet; thence N $79^{\circ}08'05''$ E 56 feet; thence N $30^{\circ}34'44''$ E 31.4 feet; thence N $37^{\circ}19'32''$ W 29.6 feet thence Southeasterly to the northwest corner of Certified Survey Map 927 recorded in the Kenosha County Register of Deeds Office as document 703101; thence N $89^{\circ}37'10''$ W 200.21 feet along the South line of 38th Street to the West line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 29, thence north along the west line of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 29, 33 feet thence; N $89^{\circ}37'10''$ W to a point 1,011 feet S $89^{\circ}37'10''$ E from the West line of said Section 29 and the place of beginning of said parcel. Said lands being in the Town of Somers, County of Kenosha, State of Wisconsin.

Interstate 94

Ave.

120th Ave.

Burlington Rd.

City of Kenosha

Town of Somers

Town of Somers

City of Kenosha

102ND AVE

Burlington Rd.

96TH AVE



DCCI - City Attorney - ERA - May 7, 2015 - mc

County Trunk Highway "N"

 Right-of-Way to be attached into City

RESOLUTION _____

SPONSOR: ALDERPERSON CURT WILSON
CO-SPONSOR: ALDERPERSON DAVE PAFF

TO AMEND THE SCHEDULE OF FEES FOR THE DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS ADOPTED BY RESOLUTION NO. 171-10 TO INCLUDE A PERMIT FEE FOR VACANT SINGLE-FAMILY RESIDENTIAL BUILDINGS

WHEREAS, the Common Council of the City of Kenosha, Wisconsin adopted Resolution No. 171-10 on December 2, 2010, which established a Schedule of Fees for the Department of Community Development and Inspections for building permits, plan reviews, assessments, inspections, and services; and

WHEREAS, the Schedule of Fees contained a Vacant Building Permit section that only applies to commercial, institutional, manufacturing, and multi-family units; and

WHEREAS, the Vacant Building Permit section is to be amended to include Residential units.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that the Vacant Building Permit section of the Schedule of Fees of the Department of Community Development and Inspections adopted by Resolution No. 171-10 is hereby amended to add:

Single-Family Residential \$100.00

Adopted this ____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney

RESOLUTION NO. _____

SPONSOR: ALDERPERSON ROCCO J. LAMACCHIA, SR.

**TO APPOINT COMMUNITY SERVICE OFFICERS
TIMOTHY KATT AND MICHELLE SCHROEDER
AS A HUMANE OFFICERS FOR THE CITY OF KENOSHA**

WHEREAS, the City of Kenosha, Wisconsin has authorized the enforcement of City animal control laws by humane officers appointed by the City pursuant to Section 173.03(1), Wisconsin Statutes, and Section 14.076(B) of the Code of General Ordinances for the City of Kenosha, Wisconsin; and

WHEREAS, the State of Wisconsin authorizes humane officers to enforce certain state animal control laws by virtue of the powers and duties set forth in Section 173.07, Wisconsin Statutes; and

WHEREAS, Timothy Katt and Michelle Schroeder are community service officers employed by the City of Kenosha Police Department, have obtained a Humane Officer Certification from the University of Missouri – Columbia.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin, that Timothy Katt and Michelle Schroeder are hereby appointed as a City Humane Officers for the City of Kenosha, Wisconsin, with full animal control enforcement powers and duties as authorized by Wisconsin Statutes and the Code of General Ordinances for the City of Kenosha, Wisconsin.

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

University of Missouri - Columbia

Vice Provost's Certificate

Hereby Certifies That

Timothy Katt

has participated in and successfully completed the

Wisconsin Humane Officer Training

40 Hours

offered by the
Law Enforcement Training Institute
and
University Extension

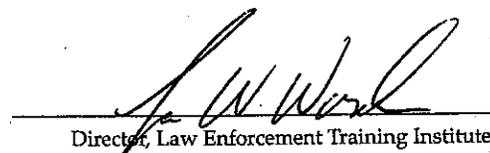
In Witness whereof this certificate is awarded

September 25, 2015



Vice Provost, Extension




Director, Law Enforcement Training Institute



Vice Provost's Certificate

Hereby Certifies That

Michelle Schroeder

has participated in and successfully completed the

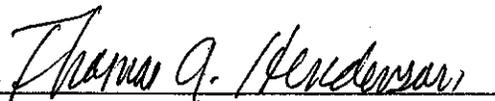
Wisconsin Humane Officer Training

40 Hours

**offered by the
Law Enforcement Training Institute
and
University Extension**

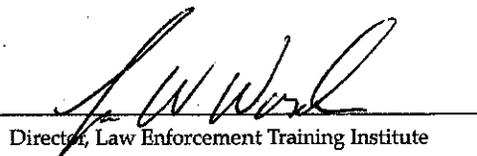
In Witness whereof this certificate is awarded

September 25, 2015



Vice Provost, Extension




Director, Law Enforcement Training Institute

RESOLUTION _____

As Amended by Ald. Michalski on October 27, 2015

SPONSOR: ALDERPERSON JAN MICHALSKI
CO-SPONSOR: ALDERPERSON PATRICK JULIANA

TO RETAIN THE SERVICES OF A QUALIFIED ARCHITECTURAL FIRM TO PROVIDE THE CITY OF KENOSHA A COMPREHENSIVE PLAN FOR HISTORIC PRESERVATION AND REHABILITATION OF THE SOUTHPORT BEACH HOUSE

WHEREAS, the Southport Beach House was constructed under a grant from the Works Progress Administration during the Great Depression from 1936 to 1940, and was listed by the National Park Service, U.S Department of the Interior, on the National Register of Historic Places on January 8, 2003; and

WHEREAS, studies commissioned by the Common Council of the City of Kenosha under the guidance of the Engberg Anderson architectural firm in 2012 and a report from the U.S. Heritage Group, Inc. in 2013 led to the development of a Master Plan for Southport Park, which has been adopted for implementation by the Common Council of the City of Kenosha; and

WHEREAS, through commissioning studies and authorizing money for repairs and structural rehabilitation, the Common Council has deemed the Southport Beach House an important part of Kenosha's shared architectural and cultural heritage, worthy of preservation for future generations; and

WHEREAS, the Secretary of the Interior Standards for Rehabilitation of Historic Places (codified in 36 CFR 67) defines "Rehabilitation: as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to it's historic, architectural, and cultural values"; and

WHEREAS, a qualified architectural firm will provide ~~comprehensive design and construction planning~~ guidance including recommendations for repairs and renovations deemed necessary to preserve, and in some instances improve, structural and mechanical systems, including but not limited to masonry, roofing, building penetrations, features, materials and finishes; energy conservation, site, health, and safety considerations, accessibility, and anticipated utilization requirements in compliance with state and local building codes and the aforementioned national standards for historic preservation;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of Kenosha, Wisconsin that City Administration is hereby directed to retain the services of an architectural firm

with documented experience in the rehabilitation of historic landmarks buildings as recommended in the Engberg Anderson report and the US Heritage Group, Inc. report; with the intent to retain and preserve the historic character of the Southport Beach House, ~~and provide the City with a comprehensive design and construction plan for the same.~~

Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
ALDERPERSON JAN MICHALSKI
District 3

As Reviewed By:
EDWARD R. ANTARAMIAN
City Attorney



TO: Mayor and Members of the Common Council

FROM: Rich Schroeder, Community Development & Inspections

RE: **Resolution by Alderperson Michalski, Co-Sponsor: Alderperson Juliana- To retain the Services of a qualified architectural firm to provide the City of Kenosha a comprehensive plan for historic preservation and rehabilitation of Southport Beach House. (District 12) PUBLIC HEARING**

DATE: October 2, 2015

The Historic Preservation Commission, at the October 1, 2015 meeting, recommended approval of the resolution by a vote of 6-0. The commission did ask that an amendment to the scope of services of the resolution be considered as follows:

- That a qualified architectural firm is to provide an ongoing maintenance plan and schedule for the Southport Beach House.

If you have any questions, please contact me at 262.653.4034 or via email at rschroeder@kenosha.org.

RS:jmu



Resolution by Alderperson Michalski, Co-Sponsor: Alderperson Juliana - To Retain the Services of a qualified architectural firm to provide the City of Kenosha a comprehensive plan for historic preservation and rehabilitation of Southport Beach House. (District 12) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderperson Bostrom, District 12, has been notified. This item has been reviewed by the Parks Commission and will be reviewed by the Public Works Committee, Finance Committee and the Common Council.

LOCATION AND ANALYSIS:

Site: 7501 2nd Avenue - Southport Beach House

1. The Southport Beach House, located at 7825 3rd Avenue, was constructed as a Works Progress Administration (WPA) project during the Great Depression. The work began in 1936 and was completed in 1941.
2. Section 15.04 of the City's Zoning Ordinance establishes Standards for designating structures and sites as historic. Southport Beach House is architecturally and historically significant under Standards 1, 3, and 4. Section 15.04, *Standards for Designation of Historic Structures and Sites as Historic*, is attached. The building is also listed on the State and National Register of Historic Places.
3. On September 11, 2014, the Commission reviewed proposed alterations to the Southport Beach House. The alterations included roof repairs and replacements with a base bid and four (4) alternate bids. The Commission voted to deny the *Certificate of Appropriateness* for proposed alterations to the beach house at that meeting.
4. To date, no bids have been awarded for improvements to the Southport Beach House roof. The Common Council rejected all bids with some members concerned with a lack of clarity in the bid figures and cost-benefit analysis.
5. The attached Resolution is in regards to retaining the services of a qualified architectural firm to provide the City a comprehensive plan for the rehabilitation of the beach house. The comprehensive plan is intended to include recommendations for repairs and renovations necessary to preserve, and in some instances improve, the Southport Beach House.

RECOMMENDATION:

This is for Commission review and recommendation.


PaPhouala Vang, Planner


Rich Schroeder, Deputy Director

/u2/acct/cp/ckays/1HIST PRES/2015/OCT1/Staff-resol-southport.odt

RESOLUTION _____

SPONSOR: ALDERPERSON JAN MICHALSKI
CO-SPONSOR: ALDERPERSON PATRICK JULIANA

TO RETAIN THE SERVICES OF A QUALIFIED ARCHITECTURAL FIRM TO PROVIDE THE CITY OF KENOSHA A COMPREHENSIVE PLAN FOR HISTORIC PRESERVATION AND REHABILITATION OF THE SOUTHPORT BEACH HOUSE

WHEREAS, the Southport Beach House was constructed under a grant from the Works Progress Administration during the Great Depression from 1936 to 1940, and was listed by the National Park Service, U.S. Department of the Interior, on the National Register of Historic Places on January 8, 2003; and

WHEREAS, studies commissioned by the Common Council of the City of Kenosha under the guidance of the Engberg Anderson architectural firm in 2012 and a report from the U.S. Heritage Group, Inc. in 2013 led to the development of a Master Plan for Southport Park, which has been adopted for implementation by the Common Council of the City of Kenosha; and

WHEREAS, through commissioning studies and authorizing money for repairs and structural rehabilitation, the Common Council has deemed the Southport Beach House an important part of Kenosha's shared architectural and cultural heritage, worthy of preservation for future generations; and

WHEREAS, the Secretary of the Interior Standards for Rehabilitation of Historic Places (codified in 36 CFR 67) defines "Rehabilitation: as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to it's historic, architectural, and cultural values"; and

WHEREAS, a qualified architectural firm will provide comprehensive design and construction planning guidance including recommendations for repairs and renovations deemed necessary to preserve, and in some instances improve, structural and mechanical systems, including but not limited to masonry, roofing, building penetrations, features, materials and finishes; energy conservation, site, health, and safety considerations, accessibility, and anticipated utilization requirements in compliance with state and local building codes and the aforementioned national standards for historic preservation;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council, City of Kenosha, Wisconsin that City Administration is hereby directed to retain the services of an architectural firm with documented experience in the rehabilitation of historic landmarks buildings as recommended in the Engberg Anderson report and the US Heritage Group, Inc. report; with the intent to retain and preserve the historic character of the Southport Beach House and provide the

City with a comprehensive design and construction plan for the same.
Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
ALDERPERSON JAN MICHALSKI
District 3

As Reviewed By:
EDWARD R. ANTARAMIAN
City Attorney

15.04 STANDARDS FOR DESIGNATING STRUCTURES AND SITES AS HISTORIC

A. Standards for Designation. A Historic Structure or Historic Site designation may be placed on any improvement parcel within the City which:

1. Exemplifies or reflects the City's cultural, social, economic, political, engineering and/or architectural history; or,
2. Is identified with historic personages or with important events in the City's history; or,
3. Embodies the distinguishing characteristics of an architectural type or specimen, inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship; or,
4. Is representative of the notable work of a master builder, designer or architect whose individual genius influenced their age; or,
5. Has yielded, or may be likely to yield, information important to the history or prehistory of man.
6. Historic Structures and sites which are on the National or State Register of Historic Places shall be designated as a City Historic Structure or site.

B. Exemptions. The property of bona fide churches which is used for religious purposes is exempt from any provision of this Section which may have a coercive effect upon the practice of religion. Relief from such coercive provision may be obtained by application for a variance to the Zoning Board of Appeals.

RESOLUTION _____

SPONSOR: ALDERPERSON BOB JOHNSON

RESOLUTION URGING THE MAYOR TO EVALUATE THE FEASIBILITY OF CREATING A TEMPORARY EXHIBIT PRESENTED EVERY FIVE YEARS AND FACILITATED BY AND BETWEEN THE KENOSHA PUBLIC MUSEUM AND THE KENOSHA HISTORY CENTER FOR THE PURPOSE OF PAYING HOMAGE TO OUR CITY'S RICH AUTOMOTIVE HISTORY

WHEREAS, since 1933, the mission of the Kenosha Public Museum is to enrich the cultural and community life of the Kenosha area, the greater region, museum visitors and patrons; and

WHEREAS, the mission of the Kenosha History Center is to collect, exhibit and educate people about Kenosha County history; and

WHEREAS, the City of Kenosha operates three public museums, the Kenosha Public Museum, Dinosaur Discovery Museum and The Civil War Museum; and

WHEREAS, the City of Kenosha has already invested approximately \$24 million to build the museums; including updates, exhibits and furniture; and

WHEREAS, the City of Kenosha requires an annual tax levy to support the museums, which over the last eight years has totaled more than \$13 million; and

WHEREAS, after investing almost \$40 million in total, the City of Kenosha should be working hard to find new and innovative ways to increase the value and attractiveness of the museums; and

WHEREAS, the City of Kenosha's rich automotive history began over 100 years ago, dating back to 1902, a full year ahead of Ford and at its height employed some 14,000 people; and

WHEREAS, many of the same families of grandparents, parents and grandchildren who worked in the automotive industry still reside in the City of Kenosha; and

WHEREAS, the last remaining structures of the former automotive manufacturing facilities in the City, which had offered a reminder to our rich automotive history, were recently demolished; and

WHEREAS, successful execution of an exhibit related to the City of Kenosha's rich automotive history could attract car collectors from the region as well as the nation; and

WHEREAS, the economic impact of the exhibit could be significant as collectors would largely come in from a distance for the weekend and require lodging, food and beverage; and

WHEREAS, since the exhibit would be generated from museum collections as well as lent/donated family items, the exhibit and event would be more meaningful for the community; and

WHEREAS, the exhibit should be staged in the summer and should involve collectors of automobiles made by either Nash Motors or American Motors Corporation; and

WHEREAS, Eichelman Park, Harbor Park and Simmons Island Park could all be places where the automobiles are displayed for a weekend during the run of the exhibit, and

WHEREAS, the City of Kenosha could partner with the State of Wisconsin Department of

Tourism and the Kenosha Area Convention and Visitors Bureau to publicize the event and draw people from outside of Kenosha, and

WHEREAS, the intent is to celebrate the City of Kenosha's rich automotive history every five years, however the first event could occur prior to five years with proper planning; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha that the Mayor is urged to evaluate the feasibility of creating a seasonal exhibit aimed at paying homage to our City's rich automotive heritage.

BE IT FURTHER RESOLVED that the Common Council hereby requests that the Mayor direct that a member of staff report to the Common Council as soon as reasonably possible regarding feasibility of creating a seasonal exhibit at the Kenosha Public Museum to pay homage to our City's rich automotive history.

Adopted this ____ day of _____, 2015.

ATTEST: _____
DEBRA SALAS, City Clerk/Treasurer

APPROVED: _____
KEITH G. BOSMAN, Mayor

Reviewed by:
Edward R. Antaramian
City Attorney

RESOLUTION NO. _____

BY: ALDERPERSON BOB JOHNSON

**TO ESTABLISH GUIDELINES FOR CITY
CONTRIBUTIONS FOR RECREATIONAL OR
CIVIC EVENTS HELD IN THE PARKS**

WHEREAS, the City of Kenosha, Wisconsin, maintains an extensive park system under the management of its Board of Park Commissioners; and

WHEREAS, one of the purposes of maintaining a park system is to provide recreational opportunities and civic event venues within the City of Kenosha to the citizens of the City; and

WHEREAS, certain established groups, whether directly affiliated with the City or unaffiliated with the City, occasionally offer organized recreational or civic opportunities within the City parks, said organized recreational or civic events to have historically included no-admittance-fee events such as the Independence Day fireworks displays, Days of Discovery Tall Ships Festival, Pike River Rendezvous, and the Kenosha Civic Veterans Parade, and fundraising events such as the Rotary Softball Tournament, the Fresca Food Folks and Spokes races for the benefit of the YMCA, the Harbor Park Jazz Rhythm & Blues Festival for the Mahone Fund, and the Kiwanis Cohorama; and

WHEREAS, said organized recreational or civic opportunities have costs associated therewith, said costs to include City-Related costs (e.g., rental and installation of City-owned equipment; personnel costs for setup and tear down by City employees) and Non-City-Related Costs which are paid by the City to third parties (e.g., electric charges; water charges; security costs; insurance costs; vendors' costs, organizer expense reimbursements); and

WHEREAS, in order to create and maintain some such organized recreational or civic opportunities in the parks, waiver of monies paid to the City for park rental fees through Section 6.05 of the Code of General Ordinances for the City of Kenosha and for reimbursement of the City’s costs is sought; and

WHEREAS, it is desirable to establish policies with respect to what costs that the City should contribute in addition to a fee waiver provided pursuant to Section 6.05 of the Code of General Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that for an organized recreational or civic opportunity, on behalf of the City, the Mayor may contribute to the following limits:

| REQUESTOR | PERCENTAGE OF CITY-RELATED RENTAL COSTS | PERCENTAGE ON NON-CITY-RELATED COSTS |
|--|--|---|
| Sponsorship as defined in Section 6.05 by the City, or Board, Commission, or Authority, which was Created by City Ordinance or Resolution | 100% | 100% |
| Waiver of Park Rental Fees Pursuant to Section 6.05 Was Granted to a Not-for-profit Corporation or Other Non-profit Entity | 50% | 0 |
| Waiver of Park Rental Fees Pursuant to Section 6.05 for Government Entity [County of Kenosha/Kenosha Unified School District/Business Improvement District] | 50% | 0 |
| Both: (1) No Waiver of Park Rental Fees was Available Pursuant to Section 6.05 as the Event Is For a For-Profit | Up to 50% | 0 |

| REQUESTOR | PERCENTAGE OF CITY-RELATED RENTAL COSTS | PERCENTAGE ON NON-CITY-RELATED COSTS |
|--|---|--------------------------------------|
| Entity, or the waiver was not granted to a Non-Profit Entity, and (2) the Event Is in Either of the First Two Years of its Production | | |
| No Waiver of Park Rental Fees Pursuant to Section 6.05 and the Event Has Been Produced in Two Previous Years | 0 | 0 |

Adopted this ____ day of _____, 2015.

ATTEST: _____ City Clerk
Debra Salas

APPROVED: _____ Mayor Date: _____
Keith G. Bosman

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney
and
MATTHEW A. KNIGHT,

RESOLUTION _____

SPONSOR: ALDERPERSON CURT WILSON
CO-SPONSOR: ALDERPERSON JAN MICHALSKI

RESOLUTION IN OPPOSITION TO THE
EXTENSION OF DISASTROUS TRADE POLICIES

WHEREAS, U.S. trade deals for the past 25 years have been corporate-driven, incorporating rules that skew benefits to economic elites while requiring working families to bear the brunt of such policies; and

WHEREAS, the growing trade deficits, driven by the North American Free Trade Agreement (NAFTA), China’s accession to the World Trade Organization, and the U.S.-Korea Free Trade Agreement, have displaced 700,000 jobs and 3.2 million jobs, and 75,000 jobs respectively; and

WHEREAS, U.S. employment in manufacturing dropped by 5 million from 2000 to 2015; and

WHEREAS, the City of Kenosha poverty rate is 16%, which requires the expenditure of limited public funds to assist families in crisis; and

WHEREAS, jobs lost due to trade devastate families and entire communities and can permanently reduce lifetime earnings for hundreds of thousands of workers; and

WHEREAS, the long decline of the American manufacturing base—exacerbated by bad trade policies that reward outsourcing—has undermined our economic security and poses a direct threat to our national security; and

WHEREAS, the offshoring of manufacturing and service jobs deprives local and state governments of sorely needed revenues, jeopardizing the livelihoods of millions of public servants as well as construction workers whose jobs depend upon infrastructure building, repair and maintenance; and

WHEREAS, under NAFTA-style trade rules, the U.S. annual trade deficit has increased dramatically from 70 billion in 1993, the year before NAFTA went into effect, to more than \$508 billion in 2014; and

WHEREAS, the disproportionate voice of powerful global corporations in the formation of U.S. “free trade” agreements has advanced an agenda that undermines the public interest and threatens democracy; and

WHEREAS, NAFTA and all but two of the U.S. trade deals that followed it include special legal rights for foreign investors, known as “investor-to-state dispute settlement” or ISDS, that allow foreign firms to bypass state and federal courts to challenge state and local laws, regulations, and administrative and judicial decisions in international tribunals; and

WHEREAS, the Trans-Pacific Partnership (TPP) is likely to include provisions locking in monopoly protections for expensive specialty drugs called biologics and constrict the government’s ability to limit spending on drugs, potentially increasing drug costs for the government and all Americans; and

WHEREAS, foreign investors already have used NAFTA’s ISDS provisions to challenge decisions regarding local building permits, state bans on toxic chemicals and decisions of state courts; and

WHEREAS, promoting economic growth with equity in City of Kenosha requires an approach that reforms the entire trade negotiation process to ensure that voices of workers, farmers, small businesses, families and communities are heard and their interests addressed; and

WHEREAS, the TPP has been negotiated in secret, effectively shutting state and local governments out of the process, limiting our ability to influence its rules to ensure the people of the City of Kenosha can participate in the benefits of trade; and

WHEREAS, given the enactment of fast track trade negotiating authority, states, localities and their citizens will have no opportunity to correct shortcomings in the TPP since its text will not be made public until it is final and no longer can be improved; and

WHEREAS, repeating old mistakes in negotiating new trade agreements such as the TPP represents a missed opportunity to strengthen our economy, reduce income inequality and promote sustainable growth.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to oppose the TPP and any similar trade deals if they fail to restructure the misguided and failed policies of the past.

BE IT FURTHER RESOLVED, the City of Kenosha calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to support new trade deals such as the TPP only if they will:

- Exclude ISDS and other provisions that favor foreign companies over domestic ones and undermine public choices;
- Ensure that countries cannot undercut U.S. based producers with weaker labor and environmental laws and enforcement;
- Ensure that the U.S. will engage in robust enforcement of trade rules, including labor and environmental rules;
- Include strong rule of origin to promote economic growth and job creation in the U.S.;

- Promote high standards of protection for workplaces, products, and natural resources rather than promoting a race to the bottom; and
- Put the interests of people and the planet over the interests of private profit.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to Wisconsin's United States Senators, Tammy Baldwin and Ron Johnson, and to Wisconsin's United States Representatives, Paul Ryan, Mark Pocan, Ron Kind, Gwen Moore, James Sensenbrenner Jr., Glenn Grothman, Sean Duffy and Reid Ribble.

Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
ALDERPERSON CURT WILSON
District 13

As Reviewed By:
MATTHEW A. KNIGHT
Deputy City Attorney

RESOLUTION # _____

By: BOARD OF WATER COMMISSIONERS

TO PLACE SPECIAL ASSESSMENTS AGAINST BENEFITED PARCELS OF PROPERTY ON THE 2015 REAL ESTATE TAX ROLL FOR THE CONSTRUCTION OF WATER/SEWER MAINS, CONNECTION/LATERAL ASSESSMENTS, AND DELINQUENT WATER, SEWERAGE, AND HOUSEHOLD HAZARDOUS WASTE BILLS, ETC., IN AN AMOUNT NOT TO EXCEED \$1,785,316.00

BE IT RESOLVED that the attached assessments (for the construction of water/sewer mains, connections/laterals assessments, and delinquent water, sewerage and household hazardous waste bills, etc.) in an amount not to exceed one million seven hundred eighty-five thousand three hundred sixteen and no/100 dollars (\$1,785,316.00) be levied against benefited parcels of property as shown by the report of the General Manager of the Kenosha Water Utility and filed in the office of the City Clerk of the City of Kenosha for the year 2015 as follows:

| | |
|--|----------------------------------|
| Delinquent Water and Sewerage Bills, Fireline Charges, and Household Hazardous Waste Bills, etc. | \$ 1,781,801.00 |
| Water/Sewer Main and Connection/Lateral Assessments and Special Charges | <u> \$ 3,515.00</u> |
| | \$ 1,785,316.00 |

Adopted this _____ day of November, 2015.

Attest: _____
Debra L. Salas, City Clerk – Treasurer

Approved: _____
Keith G. Bosman, Mayor

RESOLUTION NO. _____

By: The Mayor

To Place Special Assessments against Benefited Parcels of Property on the 2015
Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to
Exceed \$532,355.92

BE IT RESOLVED that assessments in an amount not to exceed \$532,355.92 be levied
against benefited parcels of property as shown by the report on file in the Office of the City
Clerk of the City of Kenosha for the year 2015.

Adopted _____ day of _____, 2015

Approved: _____
Keith G. Bosman, Mayor

Attest: _____
Debra Salas, City Clerk/Treasurer

(RESOLUTIONS15/2015delswuassessments.10.23.15)

RESOLUTION NO. _____

BY: THE MAYOR

PROVIDING FOR A SPRING PRIMARY FOR CITY ELECTIONS

WHEREAS, the next regular election in the City of Kenosha, Wisconsin, is to be held in said City on the 5th day of April, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Council's authority under §8.11 of the Wisconsin Statutes, if necessary, a Primary Election for the nomination of candidates for City Offices of the City of Kenosha, Wisconsin shall be held on the 16th of February, 2016, according to the Statutes and Laws of the State of Wisconsin as govern and provide for such primary elections.

Adopted this 2nd day of November, 2015.

ATTEST: _____ City Clerk
Debra L. Salas

APPROVE: _____ Mayor Date: November 3, 2015
Keith G. Bosman

Thursday, November 5, 2015 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 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. (CTH N - 38th Street ROW) (District 16) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Johnson, District 16, has been notified. A Class II Notice has been published. This item will also be reviewed by the Public Works Committee with final review by the Common Council.

LOCATION AND ANALYSIS:

Site: 38th Street Right-of-Way located east of I94 and CTH S

1. The City of Kenosha and Town of Somers Agreement calls for 38th Street right-of-way to be transferred into the City.
2. An Attachment Agreement is pending approval by the Common Council to attach the 38th Street right-of-way currently not located in the City.
3. This Resolution will amend the Official Map to include the right-of-way as being in the City. The Resolution also places the right-of-way in the adjoining district and wards.

RECOMMENDATION:

A recommendation is made to approve the attached Resolution.



Rich Schroeder, Deputy Director



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2015/NOV5/10Staff-res-map-38sROW.doc

RESOLUTION NO. _____

BY: THE MAYOR

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

Property Name: CTH N-38th ST ROW

Located at: East of I94 to CTH S

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 [CTH N-38th ST ROW]

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 the First Amendment to the City and Town of Somers Cooperative Boundary Plan was approved by the WI Department of Administration on September 14, 2015; 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 CTH N-38th ST ROW located East of I94 to CTH S, in the Town of Somers, Kenosha County, Wisconsin, to the City of Kenosha, Wisconsin; and,

WHEREAS, the Common Council for the City of Kenosha, Wisconsin, approved an Attachment Ordinance under Section 66.0307, Wisconsin Statutes, for the CTH N-38th ST ROW, in the Town of Somers, Kenosha, Wisconsin, to be attached to the City of Kenosha, Wisconsin.

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 CTH N-38th ST ROW located East of I94 to CTH S, Kenosha, Wisconsin, as depicted on the Attachment and Zoning District Classification Ordinance, which is incorporated herein by reference.

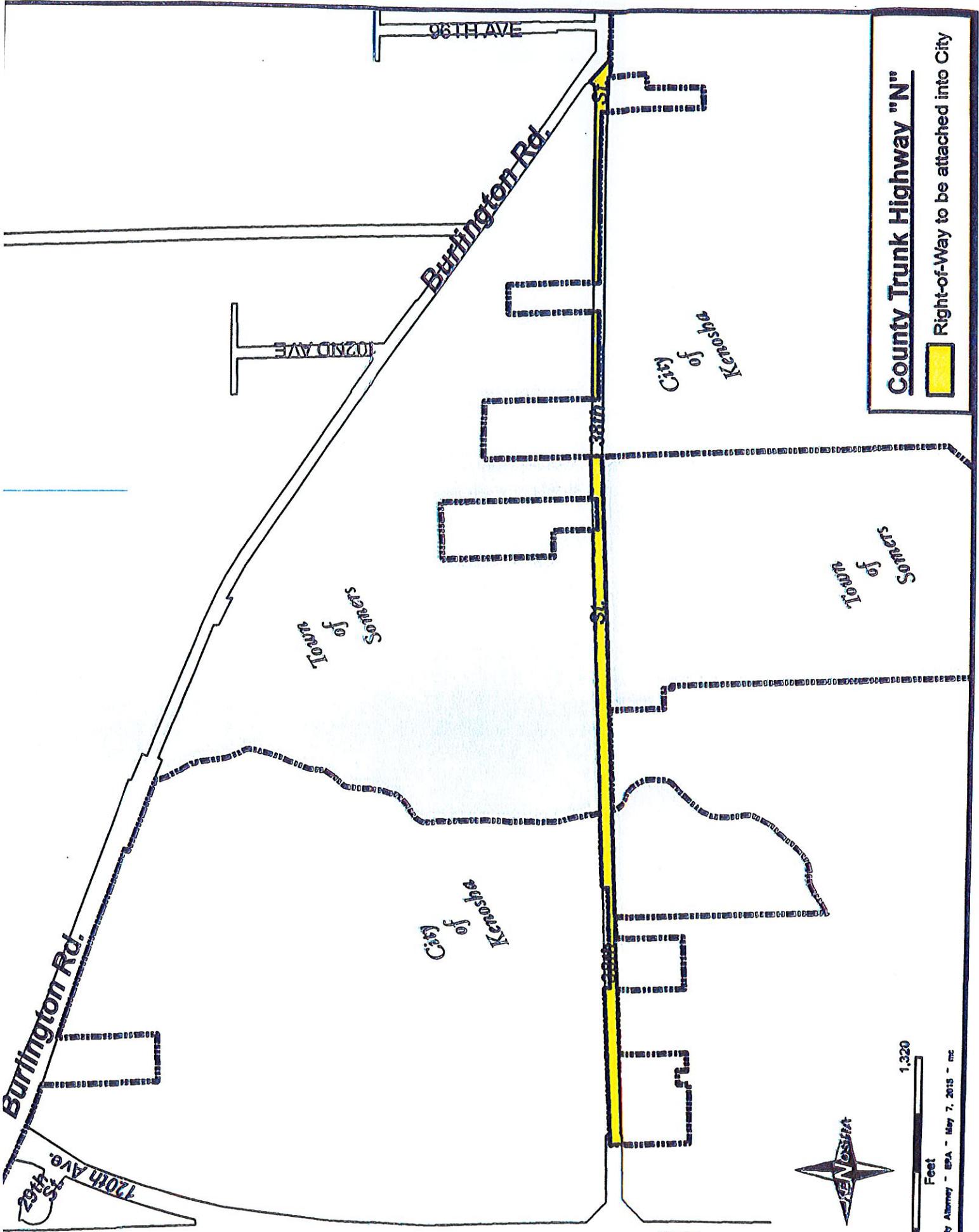
BE IT FURTHER RESOLVED that the territory described herein is hereby made a part of the adjacent Wards of the City of Kenosha, subject to the Ordinances, rules and regulations of the City governing Wards and Aldermanic Districts.

Adopted this _____ day of _____, 2015.

ATTEST: _____ City Clerk

APPROVED: _____ Mayor Date: _____

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



County Trunk Highway "N"
 Right-of-Way to be attached into City

Town of Somers

City of Kenosha

City of Kenosha

Town of Somers

96th Ave
 102nd Ave
 120th Ave
 29th Ave
 43rd Ave
 Burlington Rd.
 Burlington Rd.
 38th St.



1,320
 Feet

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2015
By Increasing OT10-003 "Site Remediation" in the Amount of \$386,940 With Outside Funding
from a DNR Ready for Reuse Program and Old Carco Liquidation Trust Funds for the Kenosha
Engine Plant for a Net Change of \$0

WHEREAS, the Common Council has approved both a Ready for Reuse Program Loan Agreement and Grant Agreement between the City of Kenosha and the Department of Natural Resources on November 2, 2015 for the purpose of environmental cleanup on the former Chrysler Kenosha Engine Plant site; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Finance Committee on November 2, 2015;

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

| <i>Line Item</i> | <i>Description</i> | <i>Available Authorization</i> | <i>Authorization Adjustment</i> | <i>Amended Authorization</i> |
|-------------------------|---------------------------|---|--|---|
| OT10-003 | Site Remediation (2015) | 511,000 | 386,940 | 897,940 |
| OT10-003 | Outside Funding (2015) | (500,000) | (386,940) | (886,940) |

Adopted this _____ day of _____ 2015

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES15/cipOT10-003.10.22.15)

RESOLUTION NO.

SPONSOR: MAYOR KEITH G. BOSMAN

RESOLUTION AUTHORIZING THE BORROWING OF
\$727,000.00; PROVIDING FOR THE ISSUANCE AND SALE OF A
NOTE ANTICIPATION NOTE THEREFOR; AND EXECUTION OF A
READY FOR REUSE PROGRAM LOAN AGREEMENT

WHEREAS, it is necessary that funds be raised by the City of Kenosha, Kenosha County, Wisconsin (the "City") for the purpose of paying the costs of a Project, as such term is defined in the Ready for Reuse Program Loan Agreement by and between the City and the State of Wisconsin Department of Natural Resources (the "Loan Agreement");

WHEREAS, the City hereby finds and determines that the Project is within the City's power to undertake and serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Loan Agreement, the State of Wisconsin Department of Natural Resources (the "DNR") will loan funds to the City to provide interim financing for the Project for a period of up to five years at which time the City will obtain permanent financing for the Project by issuing its general obligation promissory notes, the proceeds of which will repay the interim financing;

WHEREAS, to evidence the loan to be made pursuant to the Loan Agreement by the DNR to the City, the City has determined to issue note anticipation notes pursuant to Section 67.12(1) of the Wisconsin Statutes which authorizes cities to issue note anticipation notes in anticipation of receiving proceeds of general obligation promissory notes which the city has authorized or covenanted to issue;

WHEREAS, the City will hereinafter covenant to issue general obligation promissory notes;

WHEREAS, it is the finding of the Common Council that it is now necessary, desirable and in the best interest of the City to provide for the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, in order to provide interim financing for the Project.

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

Section 1. General Obligation Promissory Notes. The City hereby declares its intention and covenants to issue general obligation promissory notes (the "Securities") pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of providing interim financing for the Project.

Section 2. Authorization of the Note and the Loan Agreement. For the purpose of providing interim financing for the Project, there shall be borrowed pursuant to Section 67.12(1) (b) of the Wisconsin Statutes, the principal sum of up to SEVEN HUNDRED TWENTY SEVEN THOUSAND DOLLARS (\$727,000.00) from the DNR in accordance with the terms of the Loan Agreement attached hereto as Exhibit A and incorporated herein by this reference. To evidence such indebtedness, the Mayor and the City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the DNR for on behalf of and in the name of the City, a note anticipation note in the principal amount of up to SEVEN HUNDRED TWENTY SEVEN THOUSAND DOLLARS (\$727,000.00) (the "Note"). The purchase price for the Note shall be paid upon requisition therefore as provided in the Loan Agreement. The Loan Agreement, substantially in the form attached hereto as Exhibit A, is hereby approved. The Mayor is hereby authorized, by and on behalf of the City, to execute and deliver the Loan Agreement with such revisions, changes or deletions as may be approved by the Mayor, which approval shall be conclusively proved by his execution of said document. The Mayor and all other officers of the City are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the transactions contemplated in the Loan Agreement.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note"; shall be dated the date of its issuance; shall be in the denomination of \$0.01 or any integral multiple thereof; shall bear interest at the rate of 0.00% per annum; and shall mature on [November 1, 2020].

Section 4. Redemption Provisions. The Note is subject to optional prepayment, in whole or in part, on any date.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing power. The Note shall be payable only from proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a Special Trust Fund to be held by the City and expended solely for the payment of the principal of the Note.

Section 7. Covenants of the City. The City hereby covenants with the holder of the Note that:

- (a) It shall segregate the proceeds derived from the sale of the Securities into the Special Trust Fund created in Section 8 hereof and constituted herein as a Special Trust Fund and shall permit the Special Trust Fund to be used for no purpose other than the payment of the principal of the Note until paid; and,

- (b) The City covenants that it will maintain a debt limit capacity such that the combined outstanding principal amount of general obligation bonds and notes of the City and the \$727,000.00 authorized for the issuance of the Securities shall at no time exceed the constitutional debt limit of the City.

Section 8. Segregated Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account to be designated "Debt Service Fund Account for \$727,000.00 Note Anticipation Note" which fund account shall be used solely for the purpose of paying the principal of the Note. There shall be deposited in said fund (i) proceeds of the Securities to the extent necessary to pay principal of the Note; (ii) such other sums, including tax monies, as may be necessary at any time to pay principal of the Note when due and which are appropriated by the Common Council for that purpose; and

Section 9. Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") shall be deposited into an account separate and distinct from all other funds and disbursed solely for the purposes for which it was borrowed or for the payment for the principal of the Note.

Section 10. Persons Treated as Owners; Transfer of Note. The City Clerk shall keep books for the registration and for the transfer of the Note. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

The Note may be transferred by the registered owner thereof by surrender of the Note at the office of the City Clerk duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Clerk shall execute and deliver in the name of the transferee or transferees a new Note of a like principal amount and the City Clerk shall record the name of each transferee in the registration book. No registration shall be made to bearer. The City Clerk shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note necessary to effect any such transfer.

Section 11. Execution of the Note. The Note shall be issued in typewritten form executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk (except that one of the foregoing signatures shall be manual), sealed with its official or corporate seal, and delivered to the DNR upon execution of the Loan Agreement. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the delivery of the Note, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery.

Section 12. Conflicting Resolutions: Severability: Effective Date. All prior resolutions, rules or other actions of the City or any parts thereof in conflict with the provisions hereof shall be and the same are hereby rescinded insofar as they may so conflict. In the event that anyone or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 19th day of October, 2015.

Keith G. Bosman, Mayor

ATTEST:

Debra Salas, City Clerk

EXHIBIT A

State of Wisconsin
 Department of Natural Resources
 Box 7921
 Madison, WI 53707

Ready for Reuse Program
 Loan Agreement
 Form 4400-241
 8-11

Notice: Completion of this Agreement is required to obtain a Ready for Reuse Brownfields Cleanup Loan under s. 292.72, Wis. Stats. Personally identifiable information included on this form will be used to process your application and may be made available to requests under Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

| | | | |
|--|-----------|--|-----------|
| Borrower | | Loan Number | |
| City of Kenosha, Wisconsin | | RRL - 015 | |
| Site Name or Title and Address | | | |
| Former Chrysler Kenosha Engine Plant 5555 30 th Avenue Kenosha, WI 53140 | | | |
| Period Covered by This Agreement | | Borrower's Authorized Representative | |
| Sixty months (five years) starting on November 2, 2015 and ending on or before November 1, 2020. | | Keith Bosman, Mayor 625 52 nd Street Kenosha, WI 5314 | |
| Scope and Description of cleanup activities funded by this loan | | | |
| Hazardous Substance-Related Activities 1. Environmental Cleanup Including Interim Action | | Petroleum-Related Activities 1. Environmental Cleanup Including Interim Action | |
| LOAN COSTS: Total \$727,000 | | <i>The following documents are hereby incorporated into and made part of this Agreement:</i> | |
| Hazardous Substance Costs | | Petroleum Costs | |
| Loan Amount: | \$100,000 | Loan Amount: | \$627,000 |
| Borrower Match Amount: | \$22,000 | Borrower Match Amount: | \$137,940 |
| Borrower Match %: | 22% | Borrower Match %: | 22% |
| Total Project Cost: | \$122,000 | Total Project Cost: | \$764,940 |
| <ol style="list-style-type: none"> 1. 2014 US EPA Revolving Loan Fund Terms and Conditions 2. Section 292.72, Wisconsin Statutes 3. DNR-approved Remedial Action Plan (RAP) 4. Signed application and all attachments and exhibits | | | |

I. Definitions

Hereafter, the following terms used throughout this document will meet the following definitions:

- A. LENDER or DEPARTMENT: The State of Wisconsin Department of Natural Resources
- B. BORROWER: The City of Kenosha.
- C. PROJECT: The project receiving the loan – interim and remedial actions to treat/dispose of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas at 5555 30th Ave. Kenosha, Wisconsin.
- D. PROGRAM: The DEPARTMENT'S Ready for Reuse Loan and Grant Program.
- E. PROPERTY: The Kenosha Engine Plant located at 5555 30th Ave. Kenosha, Wisconsin.

II. General Provisions

- A. The DEPARTMENT is a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement and is authorized to make certain loans from these funds.
- B. The term of this loan shall be a period of no more than sixty months (five years) starting on November 2, 2015 and ending on or before November 1, 2020, with interest to be charged on the loan at a rate of zero (0) percent per annum.
- C. These funds are to be used to undertake the PROJECT, a brownfields site with (1) releases of a hazardous substances defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and (2) petroleum or petroleum products at the PROPERTY. In general, the hazardous substances at the site include chlorinated volatile organic compounds, some comingled with petroleum oils. Other areas of the Project include petroleum contamination as the major contaminant.
- D. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- E. The brownfields site is owned by the BORROWER, and BORROWER has access to the site.
- F. The BORROWER is not a generator or transporter of the contamination to the site.
- G. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- H. The BORROWER is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the BORROWER, or its PROJECT contractors or subcontractors currently or proposed for suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds. Furthermore, the BORROWER and its PROJECT contractors or subcontractors have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 4.11(b) hereof; and have not within the preceding three years had a public transaction terminated for cause or default.
- I. The making and performance by BORROWER of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which BORROWER is a party or by which BORROWER may be bound.
- J. This Agreement has been duly authorized, executed and delivered, and is a valid and binding agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the

execution of this Agreement and shall continue in full force and effect so long as the loan is outstanding and unpaid.

- K. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
- L. Except for the United States Bankruptcy Court Stipulated Order, dated October 28, 2011 (the "Stipulated Order") and any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
- M. The BORROWER did not own the property during the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that property. The BORROWER does not have any direct or indirect relationship, whether familial, contractual, corporate, financial or otherwise, with the entity potentially liable for the contamination at the site.
- N. The BORROWER acquired the property as specified in the Stipulated Order.
- O. The BORROWER, through the Contractor, has performed or obtained copies of all Phase I and Phase II Environmental Assessments of the PROPERTY performed according to the American Society for Testing and Materials (ASTM) standards, or equivalent assessment procedures in conformance with the Wisconsin Department of Natural Resources which verifies hazardous substances present in the soil, and groundwater of the PROPERTY. The BORROWER shall be responsible for conducting an Assessment that shall include, but is not limited to site background, the threat posed by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results. The BORROWER shall be responsible for the payment of all costs and expenses related to the Assessment. The BORROWER agrees that loan funds shall not be used for the payment of any cost or expense related to the Assessment.
- P. The DEPARTMENT and the BORROWER mutually agree to perform this Agreement in accordance with local, state and federal laws, the Wisconsin Ready for Reuse Loan & Grant Program and with the project description, application, terms, conditions, plans, specifications, estimates, procedures, maps and assurances attached hereto and made a part hereof. In general, the work to be done at the site includes necessary interim and remedial actions to treat/dispose of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas.
- Q. The BORROWER is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- R. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this Agreement or other written documentation, prior to the end date of the Agreement.
- S. Any cost adjustments must be made by a written amendment to this Agreement, signed by both parties, prior to the expenditure of funds or the termination date of the Agreement. Adjustments for time of performance or scope of work may be granted to the BORROWER by the DEPARTMENT in writing without the requirements of the BORROWER'S signature.
- T. The BORROWER may decline this offer of financial assistance in writing at any time prior to the start of the PROJECT and before expending any funds. After the PROJECT has been started or funds expended, this Agreement may be terminated, modified, or amended consistent with the provisions of this agreement.
- U. Failure by the BORROWER to comply with the terms of this Agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the BORROWER. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the DEPARTMENT'S discretion.

III. The BORROWER agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT's Ready for Reuse program manager both original loan Agreements duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement. Once signed by all parties, the Agreement is binding.
2. And understands that all loan funds provided by LENDER shall be used solely for the PROJECT.
3. That any and all work performed on the PROPERTY for which loan funds are used and the receipt of any loan funds under this Agreement is conditioned upon the BORROWER'S full compliance with this Agreement, all project documents and attachments, and the attached 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E).
4. To provide a match funds, in cash or in-kind services, of at least 22% of the loan amount.
5. To make substantial progress on loan and match activities within six (6) months of the date of the DNR's signature on page 11 of this Agreement. If the DEPARTMENT determines that the BORROWER has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 14(a-d).
6. To ensure interim and remedial actions are protective of public safety, welfare and human health and the environment.
7. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the BORROWER agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
8. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
9. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with project funds. The BORROWER must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
10. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
11. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the BORROWER will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The BORROWER shall submit a report of such efforts.
12. The BORROWER shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.

13. To comply with all applicable local, state and federal contract and bidding requirements.
14. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E), including, but not limited to:
 - (a) To prepare a community relations plan for DEPARTMENT review and approval, and implement the approved community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT, prior to commencing any remedial/interim actions.
 - (b)
 - i. To prepare an analysis of Brownfields cleanup/interim actions alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remedial/interim actions. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remedial/interim actions proposed; ii. BORROWER shall submit copies of the draft analysis of brownfields cleanup/interim actions alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the BORROWER and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The BORROWER shall make the analysis of brownfields cleanup/interim actions alternatives document available for review and public comment in the administrative record for a period of not less than fifteen (15) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the BORROWER shall respond to public comments, and provide the DEPARTMENT with a copy of all comments received and the BORROWER'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the BORROWER to the remedial/interim actions; vi. The DEPARTMENT shall incorporate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the BORROWER'S authorization to undertake the site-specific remedial/interim actions. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
 - (c) To prepare remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
 - (d) If confirmatory samples will be collected during Brownfield cleanup/interim actions activities to document the completeness of the work, the BORROWER, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
 - (e) The BORROWER is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup actions alternatives referenced in (a) and (b) above.
15. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the BORROWER fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the BORROWER fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.
16. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the BORROWER further agrees to take affirmative action to ensure equal employment opportunities. The BORROWER agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

17. To cooperate fully with an audit of the loan and the work, if so requested.
18. To document all the uses of the loan proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. BORROWER shall permit any representative of LENDER, at any reasonable time, to inspect, audit and examine such books and inspect the properties of BORROWER. BORROWER shall maintain documentation on the use of the loan proceeds for a minimum of three (3) years after the completion of remediation activities supported by the loan, or for the length of the loan, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved and all such records and supporting documents shall be made available, upon request, for inspection or audit by the LENDER or its representatives.
19. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. BORROWER shall seek the written approval of the LENDER prior to disposing of records.
20. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This loan closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the project, if any, identify any institutional controls required, and document that the Brownfield cleanup/interim action was accomplished to the satisfaction of this agreement. This documentation shall be submitted to the DEPARTMENT designated environmental project manager for review and comment. The remedial/interim action report required by section 14 (f) of this agreement may be combined with this loan closeout document if that report includes the information required in this section. This documentation is due no later than the final loan disbursement (i.e. reimbursement) request.
21. To erect a sign on the Project site stating that the PROJECT is being financed in part by the DEPARTMENT and the Ready for Reuse Program, and a statement that this project has been funded in part by EPA and/or EPA's logo acknowledging that EPA is a source of funding for the PROJECT. The sign must also provide the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROJECT site shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
22. That it is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the BORROWER shall use its best effort to insure that the PROJECT is completed in a reasonable time without unnecessary delay.
23. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.
24. To repay the LENDER the sum of \$727,000 in accordance with the Loan Repayment Schedule (Exhibit C).

IV. The LENDER agrees:

1. To loan to BORROWER the sum of \$727,000 to be used for interim and remedial actions at the PROPERTY, and to tender to the BORROWER that amount as long as the BORROWER provides matching funds of at least 22% of the loan amount. The BORROWER shall evidence its obligation to repay the loan funds by execution of a NOTE ANTICIPATION NOTE (Exhibit F), attached hereto and made a part hereof.
2. To supply the BORROWER with all necessary state and federal reporting forms.
3. That the BORROWER shall have sole control of the method, hours worked and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the BORROWER or the BORROWER'S employees or agents.

The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the BORROWER'S employees or agents.

4. That Dave Volkert – Southeast Region has been designated by DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed interim and remedial actions and be fully informed of the work to be performed using Reuse for Reuse funds. The DEPARTMENT's Environmental Project Manager will review the BORROWER'S remedial planning, design, and engineering documents and review the remedial/interim actions activities as they are on-going to ensure that the remedial/interim actions are being completed in accordance with all local, state, and federal requirements and are protective of human health and the environment.

V. Loan and General Obligation Pledge Conditions

1. The BORROWER agrees that there are no pending or threatened actions or proceedings before any court or administrative agency which may adversely affect the financial condition or operation of BORROWER other than those heretofore disclosed by BORROWER to LENDER in writing.
2. The obligations of BORROWER under this Agreement and the NOTE ANTICIPATION NOTE will not be further subordinated in right of payment to any obligation of BORROWER, other than that which may be provided under this Agreement, unless otherwise acknowledged or agreed to by LENDER in writing.
3. The obligation of LENDER to make this loan contemplated hereunder is subject to the fulfillment of the following conditions:
 - A. All legal matters incidental to LENDER's commitment to issue the loan hereunder shall be satisfactory to counsel of LENDER, including the form, validity and enforceability of this Agreement and Exhibits hereof.
 - B. The representations and warranties contained herein shall be true on and as of the date of the signing of this Agreement with the same effect as though such representations and warranties had been made on and as of such date, and on such date no event of default as defined in Article V of the EPA RLF Cooperative Agreement "Terms and Conditions," herein EVENTS OF DEFAULT, and no condition, event or act which, with the giving of notice or the lapse of time or both, would constitute an EVENT OF DEFAULT, shall have occurred and be continuing or shall exist.
 - (1) The following shall constitute EVENTS OF DEFAULT:
 1. Default by BORROWER in any payment when due of principal or interest under the NOTE ANTICIPATION NOTE.
 2. Any representation or warranty made by BORROWER hereunder or in the Loan Documents proven at any time false or misleading in any material respect.
 3. Use of the proceeds of the LOAN for a purpose other than that stated in this Loan Agreement.
 - (2) **ACCELERATIONS.** If an Event of Default shall occur, any indebtedness of the BORROWER under this Agreement of the NOTE ANTICIPATION NOTE, any term of the NOTE ANTICIPATION NOTE to the contrary, notwithstanding, shall at LENDER'S option and without notice, become immediately due and payable without presentment, notice of demand, all of which are hereby expressly waived by BORROWER, and the obligations, if any of LENDER to permit further borrowings hereunder shall immediately cease and terminate.
4. The NOTE ANTICIPATION NOTE shall contain specific terms for the repayment of the Loan Funds.
5. Any forbearance by the LENDER with respect to any of the terms and conditions of this Agreement or the NOTE ANTICIPATION NOTE shall in no way constitute a waiver of any of LENDER's rights or privileges granted hereunder.
6. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the Loan Obligation is outstanding and unpaid.

VI. Special Conditions

1. Loan Reimbursement

The BORROWER may request a maximum of one loan disbursement (i.e. reimbursement) per month and the BORROWER shall use form #4400-243 provided by the DEPARTMENT. Such requests shall include documentation of (1) work completed; (2) eligible costs, and (3) match incurred by the BORROWER.

The BORROWER or another Local Governmental Unit must provide documentation that the match percentage indicated on the first page of this contract has been incurred by the BORROWER at each payment request. Loan payments are contingent upon review by the DEPARTMENT and may be adjusted if costs are determined to be ineligible.

The DEPARTMENT may withhold ten percent of the total loan amount stated in this contract for final payment. The final payment request shall be made on form #4400-243 provided by the Department.

The Loan Funds shall be payable to the BORROWER as reimbursement for allowable expenses incurred based upon the progress of the work and in accordance with the approved Project Budget (Exhibit B) attached hereto and made a part hereof. No reimbursement shall be made to the BORROWER without the written approval of the LENDER through the LENDER'S designated Environmental Project Manager. The LENDER shall not process the final request for Loan Funds to the BORROWER prior to the receipt of properly executed lien waivers.

Final Report

The BORROWER shall complete a Final Report on form #4400-253 available from the DEPARTMENT documenting the activities completed with the funds awarded under this Agreement. The report shall be submitted to the DEPARTMENT along with the final request for loan disbursement (i.e. reimbursement) under this loan Agreement.

2. Quarterly Progress Reports

The BORROWER shall furnish brief written progress reports on forms furnished by the DEPARTMENT to the Project Manager on a quarterly basis during the PROJECT. The reports are due on April 15, July 15, October 15 and January 15 of each year.

3. Changes to Project Scope or Budget

The BORROWER shall conduct all the activities listed in the "Scope and Description of Loan Activities" section of this Agreement. If the BORROWER requests a modification to the scope and description of the loan activities to be conducted, the BORROWER shall submit a request for an amendment to this Agreement in writing to the DEPARTMENT before the end date of this Agreement. Such a request must be submitted before any activities are conducted that are different than those listed in this Agreement. Amendments are subject to department approval and availability of funds. No additional work or expense may be undertaken until approval is received, in writing, for the scope or budget change.

If the BORROWER determines that they will not need to use the full amount of their loan award, the BORROWER shall notify the DEPARTMENT in writing as soon as possible such that excess funds may be allocated to another project.

4. BORROWER In-Kind Cost Documentation

This loan may be used to pay the actual costs to conduct the site-specific loan eligible activities, even if the work was conducted directly by the local government who received the loan. In order for in-kind costs to be reimbursed or count as matching funds, the BORROWER shall provide adequate documentation of staff time, equipment use, and other eligible costs. Any staff overtime charges must be approved by the DEPARTMENT prior to the work being conducted. The BORROWER shall make the request in writing that includes a justification as to why overtime is necessary and a private company estimate for the work. Equipment rental rates may not exceed the county machinery rates established annually by the Department of Transportation. The BORROWER shall clarify whether the BORROWER is requesting DEPARTMENT reimbursement or if the in-kind documentation is to apply to the 22% match.

5. Site Access

The BORROWER has legal and physical access to the site or facility to conduct all the activities described in the "Scope and Description of Loan Activities" section of this Agreement before this Agreement is executed. If circumstances change resulting in reduction of access, the BORROWER shall notify the DEPARTMENT immediately in writing.

If the PROPERTY is owned by a third party, BORROWER insures that the owner will provide the BORROWER, LENDER, and LENDER'S designative representative(s) all reasonable assistance and access to the PROPERTY as is necessary for LENDER to satisfy all conditions under the cooperative agreement for funding or to otherwise perform LENDER'S obligations hereunder and under the cooperative agreement. The BORROWER has provided the LENDER an access agreement - the Stipulated Bankruptcy Order, dated October 28, 2011 - for the PROPERTY from the owner to the LENDER in such form as is acceptable to the LENDER.

6. Site Investigation and Remedial Action Plan

A ch. NR 716, Wis. Adm. Code, site investigation and a ch. NR 722, Wis. Adm. Code, remedial action plan must be approved by the DEPARTMENT before the BORROWER can obtain reimbursement for this loan. If the site investigation and remedial action plan have not already been approved, the BORROWER shall submit those reports to the DEPARTMENT'S Environment Project Manager for review and approval. If a site investigation report and/or remedial action plan is not approved by the project manager and further work is necessary for the activity to satisfy the appropriate regulatory requirements, then the additional work must be conducted in order for that report or plan to be approved and eligible loan activities to be reimbursed. Costs incurred to conduct site investigation activities shall not be reimbursed by this loan. Costs to prepare the remedial action plan can be reimbursed by this loan if included in the "Scope and Definitions of Loan Activities" section of this Agreement.

7. Assessment and Investigation Activities

Lead surveys are not reimbursable under this loan.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, will be properly stored and disposed of in accordance with applicable regulations in chs. NR 500 to 590 and chs. NR 600 to NR 690, Wis. Adm. Code. Disposition of investigative wastes by the BORROWER must occur within six (6) months of generation of wastes.

Abandonment of any wells or drillholes must be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or drillholes have been abandoned. The date and recipient of the forms shall be noted in the final report.

8. Response Actions

All interim and remedial actions conducted as part of this loan shall follow the procedures and requirements included in s. 292.11, Wis. Stats., and ch. NR 140, Wis. Adm. Code and the NR 700 rule series. All actions eligible for funding are those consistent with the definition in s. NR 700.03(48), Wis. Adm. Code, and those described in the "Scope and Definitions of Loan Activities" section of this Agreement and DEPARTMENT-approved ch. NR 708 and 724 Wis. Adm. Code documents. Nothing in this Agreement shall entitle the BORROWER or any other party involved with the project to any special rights, privileges, liability exemptions, or obligations regarding their responsibility to undertake remedial actions under s. 292.11, Wis. Stats., or any other state or federal environmental laws.

9. Waste Disposal

All solid wastes generated at the Site, including contaminated soil and other solid wastes generated during response actions associated with this grant/loan, will be disposed of properly at either a ch. 289, Stats., licensed landfill or on the PROPERTY in a manner consistent with the applicable provisions of ch. NR 718, Wis. Admin. Code. In limited situations, some solid wastes managed under this Agreement may be eligible for a low hazard exemption under ch. 289, Stats. In order for the response action costs associated with low-hazard exemption activities to be eligible for reimbursement under this Agreement, the grant/loan recipient will need to receive written, pre-approval of such response actions and costs from the Department's Brownfields and Outreach Section Chief, the RR Environmental Project Manager and the Solid Waste program.

Note: Final approval of proposed disposal option – on or off-site - will be in writing and authorized as a component of the Remedial Action Plan (RAP) approval, by the Department's Brownfields and Outreach Section Chief. This Department-written approval of the disposal location is required in advance of any disposal actions taking place. The Department reserves the right to deny payment of transportation and disposal costs if such written approval is not obtained prior to those costs being incurred.

10. Backfill, Capping and Cover Material

Backfill, capping and cover material brought to the PROPERTY must be from a known source that does not contain contaminants above non-industrial soil cleanup standards established in ch. NR 720, Wis. Adm. Code. The GRANTEE or their contractor shall submit to the DEPARTMENT for approval a materials management plan that includes a sampling and analysis plan for the material prior to it being brought on to the PROPERTY. Included in the submittal for approval shall be a description of where the material will be placed on the PROPERTY in accordance with ch. NR 718, Wis. Adm. Code.

11. Fees

The BORROWER shall request the DEPARTMENT conduct technical reviews of reports required by this agreement. The review is subject to the fee schedule described in chs. NR 749 or NR 750, Wis. Adm. Code. These fees are eligible for reimbursement if incurred during the loan Agreement period.

12. Hazardous Substances

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in ch. NR 700 series, Wis. Adm. Code.

13. Petroleum or Hazardous Substance Storage Tank Removal

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. ATCP 94, Wis. Adm. Code.

Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code. The Borrower shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of loan activities to the Department as a component of the final report.

VII. Signatures

The person signing for the BORROWER represents that he or she is authorized to execute this Agreement and bind the BORROWER, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the BORROWER. The BORROWER promises to execute the purchases and activities funded in part by this loan in strict accordance with the terms and conditions of this Agreement.

**CITY OF KENOSHA
AUTHORIZED REPRESENTATIVE**

By _____
**Keith Bosman, Mayor
City of Kenosha, Wisconsin**

(Date)

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
**Darsi Foss, Director
Bureau for Remediation and Redevelopment**

(Date)

LIST OF EXHIBITS

- A. BRRTS Printout for the Property**
- B. Project Budget Sheet Summary**
- C. Loan Repayment Schedule**
- D. Project Manager Summary Page**
- E. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2014**
- F. General Obligation Pledge Documentation**

EXHIBIT A
BRRTS PRINTOUT FOR THE PROPERTY

EXHIBIT B

PROJECT BUDGET SHEET SUMMARY

City of Kenosha, Wisconsin
 Former Kenosha Engine Plant
 Loan Number RRL-015

| Approved Activity Name | Ready for Reuse Budget | | | Total Cost All Categories |
|---|-----------------------------|-----------------------------|-------------------|------------------------------|
| | Eligible Costs Hazardous | Eligible Costs Petroleum | Match Cost 22% | |
| Remedial Action Planning | | | | |
| Public Participation Req. | | | | |
| Oversight | | | | |
| RA Monitoring | | | | |
| Environmental O&M | | | | |
| Environmental Cleanup Including Interim Action | \$100,000 | \$627,000 | \$159,940 | \$886,940 |
| Site Security | | | | |
| DNR Fees | | | | |
| Other Eligible Costs if Approved | | | | |
| Total | \$100,000 | \$627,000 | \$159,940 | \$886,940 |

EXHIBIT C

LOAN REPAYMENT SCHEDULE

**City of Kenosha, Wisconsin
Former Kenosha Engine Plant
Loan Number RRL-015**

INTEREST RATE: 0%

| PAYMENT DATE | PRINCIPAL PAYMENT |
|---------------------|--------------------------|
| November 1, 2020 | \$ 727,000 |
| TOTAL | \$ 727,000 |

EXHIBIT D

PROJECT MANAGER SUMMARY PAGE

**City of Kenosha, Wisconsin
Former Kenosha Engine Plant
Loan Number RRL-015**

1. PROJECT DESCRIPTION

The Former Kenosha Engine Plant has been used for manufacturing of automobiles since 1900. The site consists of 106 acres, 50 acres of which were developed with buildings and support facilities. Now the site is barren as all of the buildings were razed in late 2012 and early 2013 as part of the Stipulated Order filed with the bankruptcy court. Only the concrete slabs from the buildings remain. The long history of manufacturing at this facility resulted in contamination of soil and groundwater by chlorinated solvents, petroleum fuels and petroleum-based oils. Known soil impacts include trichloroethene, chlorobenzene, 1,4 dichlorobenzene, and diesel range organics. Known groundwater impacts include benzene, trichloroethene, chlorobenzene and 1,4 dichlorobenzene. All of these compounds were present in materials used in various manufacturing processes at the facility. Also LNAPL plumes are known to exist under buildings in the central area of the site.

2. ELIGIBLE ACTIVITIES

This loan involves both hazardous substance funding and petroleum funding. Consequently the eligible activities will need to be segregated and specify the appropriate funding source. The hazardous substance funded eligible activities include remediation by excavation and disposal of TCE impacted soil present in the C4 and C6 areas at concentrations exceeding industrial direct contact standards.

The petroleum funded eligible activities include remediation by excavation and disposal of petroleum saturated or near-saturated soil in the C4 area, and remediation by excavation and disposal of petroleum-impacted soil in the C6 area containing petroleum volatile organic compounds at concentrations exceeding industrial direct contact standards.

3. INELIGIBLE ACTIVITIES

All activities at the site must comply with the loan agreement as well as the United States Bankruptcy Court Stipulated Order, dated October 28, 2011.

4. ADDITIONAL NOTES

The activities associated with this RLF loan are anticipated to be primarily remedial actions necessary to address the most severe contamination at the site. It is not anticipated that the conclusion of this loan will coincide with the completed cleanup of the entire site.

EXHIBIT E

US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2014

Exhibit F
General Obligation Pledge Documentation

Administrative Conditions

THE FOLLOWING TERMS & CONDITIONS SUPERSEDE PREVIOUSLY CITED TERMS & CONDITIONS:

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

2. GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide [SEE DBE COORDINATOR INFO LISTED BELOW] with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Wisconsin Department of Natural Resources has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: 8%

WBE: 8%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

Objective/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that

encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

4. UNLIQUIDATED OBLIGATIONS - INTERIM FFR

Submission of interim Federal Financial Reports

Pursuant to 2 CFR 200.327 and 2 CFR 200.343(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/financial/>.

All FFRs must be submitted to the Las Vegas Finance Center: **USEPA LVFC
4220 S. Maryland Pkwy
Bldg C, Ste 503**

Las Vegas, NV 89119

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

A courtesy copy of the interim FFR can be submitted to the Grants Management Office using one of the following options: email the Grants Specialist listed on the award or send to us in the mail at U.S. EPA - Region 5, 77 W. Jackson Blvd., MC-10J, Chicago, IL 60604. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the close-out of the assistance agreement.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

Programmatic Conditions

THE FOLLOWING TERMS & CONDITIONS SUPERSEDE PREVIOUSLY CITED TERMS & CONDITIONS:

1. NATIONAL HISTORIC PRESERVATION ACT

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable shall assist EPA in complying with any requirements of the Act and implementing regulations.

2. FUND (RLF)

REVOLVING LOAN

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization Grants awarded under CERCLA § 104(k) and those that chose to transition to § 104(k), or those agreements which have been amended after 12/24/14

They do not apply to pre-FY 2003 grants subject to § 104(d).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. **Cooperative Agreement Recipients:** By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR).
2. In implementing this agreement, the cooperative agreement recipient shall comply with and require that work done by borrowers and subrecipients with cooperative agreement funds comply with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR will ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR will ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to have borrowers or subrecipients conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subrecipients to participate in a State or Tribal response program, then the CAR is required to consult with the Environmental Protection Agency (EPA) on each loan or subaward to ensure the proposed cleanup is protective of human health and environment.

II. SITE/BORROWER/SUBRECIPIENTS ELIGIBILITY

A. Brownfields Site Eligibility

1. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
2. If the site is excluded from the general definition of a brownfield site, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
3. For any petroleum-contaminated brownfields site, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to EPA's *Proposal Guidelines for Brownfields Revolving Loan Fund Grants* dated November 2013 for discussion of this element) documenting that:
 - a. a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum sites in the State;
 - b. the State determines there is "no viable responsible party" for the site;
 - c. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
 - d. the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate state petroleum program official.

4. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion to reach each determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
5. If the State chooses not to make the determinations described in 3.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
6. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in "3" above.

B. Borrower and Subrecipient Eligibility

1. The CAR may only provide cleanup subawards to an eligible entity or nonprofit organization to clean up sites *owned* by the eligible entity or nonprofit organization at the time of subawards. Eligible

subrecipients include eligible entities as defined under CERCLA § 104(k)(1) and nonprofit organizations as defined in Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subawards.

2. The subrecipient must retain ownership of the site throughout the period of performance of the subaward. For the purposes of this agreement, the term "owns" means fee simple title unless EPA approves a different arrangement. **However, the CAR may not provide a subaward to itself or another component of its own unit of government or organization.**
3. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principle. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 30 percent, provided that the total amount of the principal forgiven for that loan shall not exceed \$200,000. Eligible entities include those identified in CERCLA § 104(k)(1) and nonprofit organizations as defined at Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999. **Private, for-profit entities are not eligible for discounted loans.**
4. The CAR shall not loan or subaward funds that will be used to pay for cleanup activities at a site for which a loan or grant recipient is potentially liable under CERCLA § 107. The CAR may rely on its own investigation which can include an opinion from the subrecipient's or borrower's counsel. However, the CAR must advise the borrower or subrecipient that the investigation and/or opinion of the subrecipient's or borrower's counsel is not binding on the Federal Government.
5. For approved eligible petroleum-contaminated brownfields sites, the person cleaning up the site must be a person who is not potentially liable for cleaning up the site. For brownfields grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum-product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.
6. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subrecipients.
7. A borrower or subrecipient must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subaward. The CAR, in consultation with the EPA, must consider this history in its analysis of the borrower or subrecipient as a cleanup and business risk.
8. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subrecipient.

C. Obligations for Grant Recipients, Borrowers, or Subrecipients Asserting a Limitation on Liability from CERCLA § 107

1. Grant recipients, borrowers, or subrecipients who are eligible, or seek to become eligible, to receive a grant, loan, or subaward based on a liability protection from CERCLA as a: (1) bona fide prospective purchaser (BFPP), (2) contiguous property owner (CPO), or (3) innocent landowner (ILO) (known as the "landowner liability protections"), must meet certain threshold criteria and satisfy certain continuing obligations to maintain their status as an eligible grant recipient, borrower, or subrecipients. These include, but are not limited to the following:
 - a. All grant recipients, borrowers, or subrecipients asserting a BFPP, CPO or ILO limitation on liability must perform (or have already performed) "all appropriate inquiry," as found in section 101(35)(B) of CERCLA, on or before the date of acquisition of the property.

- b. Grant recipients, borrowers, or subrecipients seeking to qualify as bona fide prospective purchasers or contiguous property owners must not be potentially liable, or affiliated with any other person that is potentially liable for response costs at the facility through;
 - (a) any direct or indirect familial relationship; or
 - (b) any contractual, corporate, or financial relationships; or
 - (c) a reorganized business entity that was potentially liable or otherwise liable under CERCLA § 107(a) as a prior owner or operator, or generator or transporter of hazardous substances to the facility.

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- c. Landowners must meet certain continuing obligations in order to achieve and maintain status as a landowner protected from CERCLA liability. These continuing obligations include:
 - i. complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
 - ii. taking reasonable steps to stop any continuing hazardous substance releases, prevent any threatened future release, and prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance;
 - iii. providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration;
 - iv. complying with information requests and administrative subpoenas (applies to bona fide prospective purchasers and contiguous property owners); and
 - v. complying with legally required notices (again, applies to bona fide prospective purchasers and contiguous property owners) [see CERCLA § § 101(40)(B)-(H), 107(q)(1)(A), 101(35)(A)-(B).].
- d. CERCLA requires additional obligations to maintain liability protection. These obligations are found at §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of an RLF agreement is five years, unless otherwise extended by EPA at the CAR's request.
2. If after 2 years from the date of award, EPA determines that the recipient has not made sufficient progress in implementing its cooperative agreement the recipient must implement a corrective action plan approved by the EPA Project Officer or EPA may terminate this agreement for material non-compliance with its terms. Sufficient progress is indicated by the grantee having made loan(s) and/or subaward(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, and the development of one or more potential loans/subawards.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative

agreement.

- a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; reviewing and approving of procedures for loan and subrecipient selection; review of project phases; and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I. B.1. under *EPA and/or State Approvals of Brownfields Sites* above. The CAR may also request technical assistance from EPA to determine if sites qualify as brownfields sites and to determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition prohibits a grant or loan recipient from using grant funds to clean up a site if the recipient is potentially liable under §107 of CERCLA for that site.
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. Substantial EPA involvement may include the review of the substantive terms of RLF loans and cleanup subawards.
 - e. EPA may waive any of the provisions in term and condition III. B.1, with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and State laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with EPA.
 - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Parts 200 and 1500.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for establishing an RLF team that will implement the Program and for coordinating the team's activities as outlined below.
2. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
3. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subaward program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager for services performed must be consistent with 2 CFR Parts 200 and 1500.
4. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel should review all loan/subaward agreements prior to execution.

5. The CAR is responsible for ensuring that borrowers and subaward recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subaward recipients are consistent with the terms and conditions of this agreement.
6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. Quarterly progress report must include:
 - a. Summary of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - b. An update on project schedules and milestones.
 - c. A list of the loans and/or subawards during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); cost share updates; and total remaining funds.
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. In accordance with 2 CFR 200.328(d)(1) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., loan signed, cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much funding was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized. See Section VII for more details on final report and closeout.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA § 104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

B. Eligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

1. To the extent allowable under the EPA approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to capitalize the RLF and conduct cleanups.
 - a. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers or subrecipients at brownfields sites.
 - b. At least 50% of the funds must be used by the CAR to provide loans for the cleanup of eligible brownfields sites and for eligible programmatic costs for managing the RLF. Up to 50% can be used for subawards to clean up eligible brownfield sites under the RLF and for eligible programmatic costs for managing subaward(s). (Note: cleanup subawards are limited to \$200,000 per site). (Note: The CAR may request a waiver to the 50% cap on subaward funds. Please consult with your Regional Project Officer for the waiver process.)
 - c. To determine whether a cleanup subaward is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(B)(c):
 - i. The extent the subaward will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
 - ii. The extent the subaward will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
 - iii. The extent the subaward will facilitate the use or reuse of existing infrastructure; and
 - iv. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

2. The CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subawards for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include direct costs for:
 - a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that a RLF cleanup complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Limited site characterization including confirming the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed;

- d. Preparing an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
 - e. Ensuring that public participation requirements are met. This includes preparing a community relations plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments;
 - f. Establishing an administrative record for each site;
 - g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR 1500.11. The specific requirement for a QAPP is outlined in U.S. EPA Order 53601.1, April 1984, as amended on May 5, 2000;
 - h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subrecipients activities to ensure compliance with applicable Federal and State environmental requirements;
 - i. Ensuring that the site is secure if a borrower or subrecipient is unable or unwilling to complete a brownfields cleanup;
 - j. Using a portion of a loan or subaward to purchase environmental insurance for the site. The loan or subaward may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section C.
 - k. Any other eligible programmatic costs including costs incurred by the recipient in making and managing a loan; obtaining financial management services; quarterly reporting to EPA; awarding and managing subawards; and carrying out outreach pertaining to the loan and subaward program to potential borrowers and subrecipients; and
 - l. Subrecipient progress reporting to the CAR is an eligible programmatic cost.
3. If the CAR makes a subaward to a local government that includes an amount (not to exceed 10% of the subaward) for brownfields program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subrecipient maintains records adequate to ensure compliance with the limits on the amount of subaward funds that may be expended for this purpose.

C. Ineligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

- 1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subrecipient for any of the following activities:
 - a. Environmental assessment activities, including Phase I and Phase II Environmental Site

Assessments.

- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
 - c. Construction, demolition, and development activities that are not integral to the cleanup actions, and addressing public or private drinking water supplies that have deteriorated through ordinary use.
 - d. Job training unrelated to performing a specific cleanup at a site covered by a loan or subaward.
 - e. To pay for a penalty or fine.
 - f. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority.
 - g. To pay for a response cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107.
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup.
 - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Parts 200 and 1500.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR and subrecipients under 2 CFR 200 Subpart E.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirement for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for grant and subaward administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grantee or subrecipient is required to carry out the activity under the grant agreement. Costs incurred to report quarterly performance to EPA under the grant are eligible.
 - b. Ineligible grant or subaward administration costs include direct costs for:
 - i. Preparation of applications for Brownfields grants and subawards;
 - ii. Record retention required under 2 CFR Parts 200.333-337 and 1500.6;
 - iii. Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - iv. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308 and 2 CFR 1500.8;
 - v. Maintaining and operating financial management systems required under 2 CFR 200.302;
 - vi. Preparing payment requests and handling payments under 2 CFR 200.305
 - vii. Non-federal audits required under 2 CFR 200 Subpart F; and

- viii. Close out under 2 CFR 200.343.
 - ix. Borrowers are subject to the CERCLA § 104(k)(4)(B) administrative cost prohibition requirements. The CAR must ensure that loan agreements prohibit borrowers and subrecipients from using loans financed with cooperative agreement funds for administrative costs.
- c. Prohibited administrative costs for the borrower (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs.
- d. Direct costs for loan administration are ineligible even if the borrower is required to carry out the activity under the loan agreement. Ineligible loan administration costs include expenses for:
- i. Preparation of applications for loans and loan agreements;
 - ii. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
 - iii. Maintaining and operating financial management and personnel systems;
 - iv. Preparing payment requests and handling payments; and
 - v. Audits.
- e. Overhead costs by the borrower that do not directly clean up brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in loans include expenses for:
- i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel);
 - ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and
 - iii. Supplies and equipment not used directly for cleanup at the site.
 - iv. Costs incurred by the borrower for procurement are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls.
 - v. Direct costs by the borrower for progress reporting to the lender are eligible programmatic costs.
4. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States

government except land held in trust by the United States government for an Indian tribe;
or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

D. Use of Program Income

1. In accordance with 2 CFR 200.307 and 2 CFR 1500.7 the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

for Transitioned RLFs only!

2. In accordance with Section 104(d)(3)(D), when a CAR transitions to a 104(k) cooperative agreement, any program income (e.g. fees, interest or principal repayments) generated prior to transition will be added to the 104(k) agreement and must be used in a manner consistent with Section 104(k)(3) and with the terms and conditions, contained herein.
3. The CAR may use program income from fees, interest payments from loans, and other forms of eligible program income to meet its cost-share. The CAR shall not use repayments of principal of loans to meet the CAR's cost-share requirement. Repayments of principal must be returned to the CAR's Brownfields cleanup revolving fund.
4. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with applicable OMB cost principles when charging costs against program income. For any cost determined by the EPA to have been an ineligible use of program income, the recipient shall reimburse the RLF or the EPA. EPA will notify the recipient of the time period allowed for reimbursement.
5. Loans or subawards made with a combination of program income and direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subawards made with direct funding from EPA in combination with non Federal sources of funds are also subject to the same terms and conditions of this agreement.
6. The CAR must obtain EPA approval of the substantive terms of loans and subawards made entirely with program income.

E. Post Cooperative Agreement Program Income

1. After the end of the award period, the CAR shall use program income in a manner consistent with the terms and conditions of a "close out" agreement negotiated with EPA. In accordance with 2 CFR 200.333(e), the CAR shall maintain appropriate records to document compliance with the requirements of the close out agreement (i.e., records relating to the use of post-award program income). EPA may request access to these records or may negotiate post-close-out reporting requirements to verify that post-award program income has been used in accordance with the terms and conditions of the close out agreement.
2. In accordance with 2 CFR 1500.7(c), to continue the mission of the Brownfields Revolving Loan fund, recipients may use grant funding prior to using program income funds generated by the revolving

loan fund. Recipients may also keep program income at the end of the assistance agreement as long as they use these funds to continue to operate the revolving loan fund or some other brownfield purpose as outlined in their closeout agreement.

F. Interest-Bearing Accounts

1. The CAR must deposit advances of grant funds and program income (e.g., fees, interest payments, repayment of principal) in an interest bearing account.
2. Interest earned on advances, CARs and subrecipients are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
3. Interest earned on program income is considered additional program income.

V. RLF ENVIRONMENTAL REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The clean up method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Community Relations and Public Involvement in RLF Cleanup Activities

1. All RLF loan and subaward cleanup activities require a site-specific community relations plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
 - a. If any document, fact sheet, and/or web material are developed as part of this cooperative

agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

- b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/oqd/tc.htm>.

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include the analysis of brownfield cleanup alternatives; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subaward agreement shall contain terms and conditions, subject to any required approvals by the regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.
2. If the borrower or subrecipient is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the U.S. EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the administrative record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subaward Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet long-term brownfield cleanup lending/subawarding objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements; and, lending/subawarding practices that can include loan/subaward processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.
2. The CAR shall not incur costs under this cooperative agreement for loans, subawards or other eligible costs until an RLF grant workplan (*OPTIONAL: "and RLF implementation plan"*) has been submitted to and approved by U.S. EPA. *Though the workplan must identify tasks and milestones for establishing and operating the RLF, more detailed information may be submitted in supplemental documents, e.g., an "implementation plan."* The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual

loans/subawards and lending/subawarding practices. These activities shall include, but not be limited to the following:

- a. Considering awarding subawards on a competitive basis. If the CAR decides not to award any subawards competitively, it must document the basis for that decision and inform EPA.
- b. Establishing appropriate project selection criteria consistent with Federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.
- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subrecipients receive RLF financing.
- d. Developing a formal protocol for potential borrowers or subrecipients to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subrecipient to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subrecipients for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.
- e. Requiring that borrowers or subrecipients submit information describing the borrower's or subrecipient's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subaward recipient as a cleanup and business risk.
- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.
- g. Establishing standardized procedures for the disbursement of funds to the borrower or subrecipient.

B. Inclusion of Special Terms and Conditions in RLF Loan and Subaward Documents

1. The CAR shall ensure that the borrower or subrecipient meets the cleanup and other program requirements of the RLF grants by including the following special terms and conditions in RLF loan agreements and subawards:
 - a. Borrowers or subrecipients shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable Federal and State laws and regulations. See Section I.A.2.
 - b. Borrowers or subrecipients shall ensure that the cleanup protects human health and the environment.
 - c. Borrowers or subrecipients shall document how funds are used. If a loan or subaward includes cleanup of a petroleum-contaminated brownfields site(s), the CAR shall include a term and condition requiring that the borrower or subrecipient maintain separate records for costs incurred at that site(s).
 - d. Borrowers or subrecipients shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with RLF funds. Borrowers or subrecipients shall obtain written approval from the CAR prior to disposing of records. Cooperative agreement recipients shall also require that the borrower or subrecipient provide access to records relating to loans and subawards supported with RLF funds to authorized representatives of the Federal government.
 - e. Borrowers or subrecipients shall certify that they are not currently, nor have they been,

subject to any penalties resulting from environmental non-compliance at the site subject to the loan.

- f. Borrowers or subrecipients shall certify that they are not potentially liable under § 107 of CERCLA for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subrecipient must state the basis for that assertion. When using grant funds for petroleum-contaminated brownfields sites, borrowers or subrecipients shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. Refer to the most recent issue of EPA's *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants* for a discussion of these terms. The CAR may consult with EPA for assistance with this matter.
- g. Borrowers or subrecipients shall conduct cleanup activities as required by the CAR.
- h. Subrecipients shall comply with applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subaward funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.
- i. A term and condition or other legally binding provision shall be included in all loans and subawards entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that borrowers and subrecipients comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include: 2 CFR Parts 200 and 1500.
- j. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA grant funds. For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.
- k. Federal cross-cutting requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

C. Default

- 1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for: (1) documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and (2) securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

- 1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial

or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: "payment" is the U.S. EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into a loan agreement with the borrower or subrecipient; "disbursement" is the transfer of funds from the CAR to the borrower or subrecipient. "Close out" refers to the process that the U.S. EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed, and, to establish a closeout agreement to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's incurred costs.
 - a. An 'actual expense' disbursement approach requires the borrower to submit documentation of the borrower's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.
 - b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subrecipients on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subrecipient's payment of costs incurred in carrying out the loan/subaward. In unusual circumstances, disbursement may occur upon execution of the loan or subaward. The CAR shall submit documentation of disbursement schedules to EPA.
 - c. If the disbursement schedule of the loan/subaward agreement calls for disbursement of the entire amount of the loan/subaward upon execution, the CAR shall demonstrate to the U.S. EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subaward. Further, the CAR shall include an appropriate provision in the loan/subaward agreement which ensures that the borrower/recipient uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.
 - d. Subaward funds must be disbursed to the subrecipient in accordance with 2 CFR 200.305, as applicable.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:
 - a. Final payment of funds from EPA to the CAR following expiration of the terms of the agreement or expenditure of the funds awarded; and
 - b. Completion of all cleanup activities funded by the amount of the award.
2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities funded by the initial amount of the award are complete.
3. The CAR must negotiate a closeout agreement with EPA to govern the use of program income after closeout. Eligible uses include continuing to operate an RLF for brownfields cleanup and/or other brownfields activities.
4. The closeout agreement will require that any assessments or cleanups financed with program income be consistent with the CERCLA § 107 prohibitions and site eligibility limitations for the effective period of the closeout agreement.

C. Compliance with Closeout Schedule

1. If a CAR fails to comply with the closeout schedule, any cooperative agreement funds not obligated under loan agreement to a borrower or subrecipient may be subject to federal recovery, and the cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement.

D. Final Requirements

1. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the following documentation:
 1. The Final Report as described in III.F.
 2. A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
<http://www.epa.gov/ocfo/finservices/payinfo.html>
 3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
 - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region

E. Recovery of RLF Assets

1. In case of termination for cause or convenience, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under Remedies for

Noncompliance at 2 CFR 200.338 through 200.342 and CERCLA § 104(k) when the Agency determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the Agency's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. *If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms & conditions apply:*
 - a. *The CAR shall:*
 - i. *document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;*
 - ii. *maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and*
 - iii. *ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k) and applicable Federal and State laws and will protect human health and the environment.*
 - b. *Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower or subrecipient (See Section on Methods of Disbursement). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the assistance agreement as required by 2 CFR 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR 200.305.*
 - c. *To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:*
 - i. *the recipient cannot retain the funds;*
 - ii. *the recipient does not have access to the escrow funds on demand;*

- iii. *the funds remain in escrow unless there is a default of a guaranteed loan;*
- iv. *the organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and*
- v. *there must be an agreement with financial institutions participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfields site in exchange for access to funds held in escrow in the event of a default by the borrower or subrecipient.*

d. *Federal Obligation to the Loan Guarantee Program*

- i. *Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subrecipient.*

e. *Repayment of Guaranteed Loans*

- i. *Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to the U.S. EPA. Alternatively, the CAR may, with EPA approval,*
 - 1) *Guarantee additional loans under the terms and conditions of the agreement or,*
 - 2) *amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfields related activities.*

3. CYBERSECURITY - STATES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to

EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

5. PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge allowable pre-award costs (both Federal and non-Federal matching shares) incurred 90 calendar days before the actual award date provided that such costs were contained in the approved application. Expenses more than 90 calendar days pre-award require prior approval of EPA.

6. COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

EXHIBIT B

UNITED STATES OF AMERICA
STATE OF WISCONSIN
KENOSHA COUNTY
CITY OF KENOSHA

NOTE ANTICIPATION NOTE

| <u>Maturity Date</u> | <u>Date of Original Issue</u> |
|----------------------|-----------------------------------|
| 11/01/20 | 11/02/15 |

REGISTERED OWNER: STATE OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES

KNOW ALL MEN BY THESE PRESENTS that the City of Kenosha, Kenosha County, Wisconsin (the "City") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed SEVEN HUNDRED TWENTY SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$727,000.00) (but only so much as shall have been drawn hereunder, as provided below) on the maturity date written above. The principal amount of this Note shall bear interest at a rate of 0.00% per annum.

The principal amount evidenced by this Note may be drawn upon by the City in accordance with the Ready for Reuse Program Loan Agreement entered into by and between the City and the State of Wisconsin Department of Natural Resources dated November 2, 2015, (the "Loan Agreement"). The principal amounts so drawn shall be repaid on the maturity date written above. The State of Wisconsin Department of Natural Resources shall record such draws in the format shown on the attached Exhibit A.

The principal of this Note is hereby made payable to the registered owner in lawful money of the United States of America. On the maturity date written above, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the City Treasurer.

This Note is subject to optional prepayment, in whole or in part, on any date.

This Note is transferable only upon the books of the City kept for that purpose at the office of the City Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the City Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The City may deem and treat the person in whose name this Note is registered as the absolute owner

hereof for the purpose of receiving payment of or on account of the principal hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the costs of a Project, as such term is defined in the Loan Agreement, pursuant to Section 67.12(1)(b), Wisconsin Statutes, and a resolution adopted on October 19, 2015, by the City's governing body, and entitled: "Resolution Authorizing the Borrowing of \$727,000.00; Providing for the Issuance and Sale of a Note Anticipation Note Therefor; and Execution of a Ready for Reuse Program Loan Agreement" (the "Note Resolution"). The principal of this Note is payable only from the proceeds to be received from the issuance and sale of general obligation promissory notes (the "Notes"). The City has covenanted to issue the Notes in the Note Resolution. Proceeds of the Notes shall be set aside as a special trust fund and expended solely for the purpose of paying the principal of this Note. This Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City has caused this Note to be signed by the signatures of its Mayor and City Clerk, and its corporate seal (or a true facsimile thereof) to be impressed (or imprinted) hereon, all as of the date of original issue specified above.

CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

By: _____
Keith G. Bosman, Mayor

By: _____
Debra Salas, Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other
identifying number of Assignee

the within Note, and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by:

EXHIBIT A TO NOTE

\$727,000.00
CITY OF KENOSHA
KENOSHA COUNTY, WISCONSIN
NOTE ANTICIPATION NOTE

| <u>Amount of Disbursement</u> | <u>Date of Disbursement</u> | <u>Principal Balance</u> |
|-------------------------------|-----------------------------|--------------------------|
| \$ _____ | _____ | \$ _____ |
| \$ _____ | _____ | \$ _____ |
| \$ _____ | _____ | \$ _____ |
| \$ _____ | _____ | \$ _____ |
| \$ _____ | _____ | \$ _____ |
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| \$ _____ | _____ | \$ _____ |
| \$ _____ | _____ | \$ _____ |
| \$ _____ | _____ | \$ _____ |

RESOLUTION _____

SPONSOR: MAYOR KEITH G. BOSMAN

RESOLUTION AUTHORIZING THE SUBMITTAL OF A
WISCONSIN READY FOR REUSE GRANT APPLICATION

WHEREAS, the City of Kenosha, Kenosha County, Wisconsin (the "City") recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, a resolution authorizing the submittal of a grant application for 2600 45th Street, Parcel No. 09-222-36-134-003 ("Mankowski Property") by the Mayor and subsequent appropriations of City funds for a Wisconsin Ready for Reuse Grant is a prerequisite for participation in the Wisconsin Ready for Reuse Grant Program; and

WHEREAS, in this action the City, by the Common Council, has declared its intent to complete the Ready for Reuse Grant activities described in the Grant application if awarded funds; and

WHEREAS, the City will maintain records documenting all expenditures made during the Ready for Reuse Grant period; and

WHEREAS, the City will allow employees from the Department of Natural Resources access to inspect the grant site and grant records; and

WHEREAS, the City will submit a final report to the Department which will accompany the final payment request.

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

The City requests funds and assistance available from the Wisconsin Department of Natural Resources under the Ready for Reuse Program and will comply with state rules for the program; and

HEREBY AUTHORIZES the Mayor to act on behalf of the City to submit an application to the State of Wisconsin for financial aid for Ready for Reuse Grant purposes, sign documents, and take necessary action to undertake, direct, and complete approved grant activities.

Adopted this _____ day of _____, 2015.

ATTEST: _____
Debra Salas, City Clerk/Treasurer

APPROVED: _____
Keith G. Bosman, Mayor

Drafted By:
MATTHEW A. KNIGHT
Deputy City Attorney



KEITH G. BOSMAN
Mayor

October 23, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Ladies and Gentlemen:

I hereby appoint John M. McTernan, Jr., 7115-3rd Avenue, Kenosha, to the Mayor's Youth Commission, for a term to expire November 1, 2017. Mr. McTernan filed his Statement of Economic Interest on October 12, 2015.

A sophomore at St. Joseph Catholic Academy and a member of St. Mark Catholic Church, John has always been very involved in his school and parish. He is currently Treasurer of his class and has worked at school auction and theater events, summer church festival, and various other banquets and open house events. As a First Honors student, he has a cumulative GPA over 3.8. John also enjoys sports and was captain of his JV soccer team as a freshman. He also played on the tennis team and is currently in varsity soccer. He hopes to be instrumental in keeping Kenosha a great place for youth to live and grown, and to promote school programs and special events geared toward children.

I am confident that Mr. McTernan will be a conscientious and hardworking member of the Mayor's Youth Commission.

Sincerely,
CITY OF KENOSHA



Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 23, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Katie A. Walker, 4950 St. Regis Drive, Mount Pleasant, to the Commission on the Arts, for a term to expire November 1, 2017. Ms. Walker filed her Statement of Economic Interest on October 13, 2015.

Ms. Walker is currently the Director of Operations for Business and Workforce Solutions at Gateway Technical College. In this capacity, she has developed programming including design and art that incorporates learning. Additionally, she has spent the bulk of her career working in business development and assisting local entrepreneurs and companies grow and develop. She has had success with art-based businesses and has even assisted a local artist in getting her products commercially produced. Ms. Walker's experience and background should be of great value to this Commission.

I am confident that Ms. Walker will be a conscientious and hardworking member of the Commission on the Arts..

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 23, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha WI 53140

Dear Ladies and Gentlemen:

I hereby appoint Candice M. Eisenhauer, 7515-26th Avenue, Kenosha, to the Commission on the Arts, for a term to expire November 1, 2017. Ms. Eisenhauer filed her Statement of Economic Interest on October 19, 2015.

Ms. Eisenhauer is a musician and owner of the CD DVD GAME Warehouse. She has performed music for 40 years and owned the music store for 19 years. As past president and current member of the Kiwanis Club of Western Kenosha, she co-chairs the Taste of Wisconsin festival. Ms. Eisenhauer enjoys serving as Treasurer and board member of MAAM (Musicians Assisting Advancing Music), a local nonprofit dedicated to improving the music community in Southeastern Wisconsin, and is also the current Treasurer and board member of the Kenosha Performing Arts Association (Fusion), a local nonprofit committed to helping the Performing Arts Community flourish in Kenosha.

I am confident that Ms. Eisenhauer will be a conscientious and hardworking member of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 23, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint Lou Molitor, 3805-30th Street, Kenosha, to the Commission on the Arts, for a term to expire November 1, 2017. Mr. Molitor filed his Statement of Economic Interest on October 21, 2015.

I am confident Mr. Molitor will continue to be a conscientious and hardworking member of the Commission on the Arts.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml



KEITH G. BOSMAN
Mayor

October 23, 2015

The Honorable Common Council
CITY OF KENOSHA
Kenosha, WI 53140

Dear Ladies and Gentlemen:

I hereby reappoint the following persons to the Kenosha Lakeshore BID Board of Directors for a term to expire November 18, 2018:

Deanna Goodwin, 812-56th Street, Kenosha (SOEI filed 9/24/15)
Zohrab Khaligian, 625-52nd Street, Kenosha (SOEI filed 9/15/15)
Paul J. McDonough, 625-57th Street, Kenosha (SOEI 10/15/15)

I am confident these members will continue to be conscientious and hardworking members of the Lakeshore BID Board of Directors.

Sincerely,
CITY OF KENOSHA

Keith G. Bosman
Mayor

KGB:pml

Notice: Completion of this Agreement is required to obtain a Ready for Reuse Brownfields Cleanup Loan under s. 292.72, Wis. Stats. Personally identifiable information included on this form will be used to process your application and may be made available to requests under Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

| | | | |
|--|-----------|--|-----------|
| Borrower | | Loan Number | |
| City of Kenosha, Wisconsin | | RRL – 015 | |
| Site Name or Title and Address | | | |
| Former Chrysler Kenosha Engine Plant 5555 30 th Avenue Kenosha, WI 53140 | | | |
| Period Covered by This Agreement | | Borrower's Authorized Representative | |
| Sixty months (five years) starting on November 2, 2015 and ending on or before November 1, 2020. | | Keith Bosman, Mayor 625 52 nd Street Kenosha, WI 5314 | |
| Scope and Description of cleanup activities funded by this loan | | | |
| Hazardous Substance-Related Activities 1. Environmental Cleanup Including Interim Action | | Petroleum-Related Activities 1. Environmental Cleanup Including Interim Action | |
| LOAN COSTS: Total \$727,000 | | <i>The following documents are hereby incorporated into and made part of this Agreement:</i> | |
| Hazardous Substance Costs | | Petroleum Costs | |
| Loan Amount: | \$100,000 | Loan Amount: | \$627,000 |
| Borrower Match Amount: | \$22,000 | Borrower Match Amount: | \$137,940 |
| Borrower Match %: | 22% | Borrower Match %: | 22% |
| Total Project Cost: | \$122,000 | Total Project Cost: | \$764,940 |
| <ol style="list-style-type: none"> 1. 2014 US EPA Revolving Loan Fund Terms and Conditions 2. Section 292.72, Wisconsin Statutes 3. DNR-approved Remedial Action Plan (RAP) 4. Signed application and all attachments and exhibits | | | |

I. Definitions

Hereafter, the following terms used throughout this document will meet the following definitions:

- A. LENDER or DEPARTMENT: The State of Wisconsin Department of Natural Resources
- B. BORROWER: The City of Kenosha.
- C. PROJECT: The project receiving the loan – interim and remedial actions to treat/dispose of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas at 5555 30th Ave. Kenosha, Wisconsin.
- D. PROGRAM: The DEPARTMENT'S Ready for Reuse Loan and Grant Program.
- E. PROPERTY: The Kenosha Engine Plant located at 5555 30th Ave. Kenosha, Wisconsin.

II. General Provisions

- A. The DEPARTMENT is a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement and is authorized to make certain loans from these funds.
- B. The term of this loan shall be a period of no more than sixty months (five years) starting on November 2, 2015 and ending on or before November 1, 2020, with interest to be charged on the loan at a rate of zero (0) percent per annum.
- C. These funds are to be used to undertake the PROJECT, a brownfields site with (1) releases of a hazardous substances defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and (2) petroleum or petroleum products at the PROPERTY. In general, the hazardous substances at the site include chlorinated volatile organic compounds, some comingled with petroleum oils. Other areas of the Project include petroleum contamination as the major contaminant.
- D. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- E. The brownfields site is owned by the BORROWER, and BORROWER has access to the site.
- F. The BORROWER is not a generator or transporter of the contamination to the site.
- G. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- H. The BORROWER is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the BORROWER, or its PROJECT contractors or subcontractors currently or proposed for suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds. Furthermore, the BORROWER and its PROJECT contractors or subcontractors have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 4.11(b) hereof; and have not within the preceding three years had a public transaction terminated for cause or default.
- I. The making and performance by BORROWER of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which BORROWER is a party or by which BORROWER may be bound.
- J. This Agreement has been duly authorized, executed and delivered, and is a valid and binding agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the

execution of this Agreement and shall continue in full force and effect so long as the loan is outstanding and unpaid.

- K. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
- L. Except for the United States Bankruptcy Court Stipulated Order, dated October 28, 2011 (the "Stipulated Order") and any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
- M. The BORROWER did not own the property during the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that property. The BORROWER does not have any direct or indirect relationship, whether familial, contractual, corporate, financial or otherwise, with the entity potentially liable for the contamination at the site.
- N. The BORROWER acquired the property as specified in the Stipulated Order.
- O. The BORROWER, through the Contractor, has performed or obtained copies of all Phase I and Phase II Environmental Assessments of the PROPERTY performed according to the American Society for Testing and Materials (ASTM) standards, or equivalent assessment procedures in conformance with the Wisconsin Department of Natural Resources which verifies hazardous substances present in the soil, and groundwater of the PROPERTY. The BORROWER shall be responsible for conducting an Assessment that shall include, but is not limited to site background, the threat posed by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results. The BORROWER shall be responsible for the payment of all costs and expenses related to the Assessment. The BORROWER agrees that loan funds shall not be used for the payment of any cost or expense related to the Assessment.
- P. The DEPARTMENT and the BORROWER mutually agree to perform this Agreement in accordance with local, state and federal laws, the Wisconsin Ready for Reuse Loan & Grant Program and with the project description, application, terms, conditions, plans, specifications, estimates, procedures, maps and assurances attached hereto and made a part hereof. In general, the work to be done at the site includes necessary interim and remedial actions to treat/disperse of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas.
- Q. The BORROWER is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- R. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this Agreement or other written documentation, prior to the end date of the Agreement.
- S. Any cost adjustments must be made by a written amendment to this Agreement, signed by both parties, prior to the expenditure of funds or the termination date of the Agreement. Adjustments for time of performance or scope of work may be granted to the BORROWER by the DEPARTMENT in writing without the requirements of the BORROWER'S signature.
- T. The BORROWER may decline this offer of financial assistance in writing at any time prior to the start of the PROJECT and before expending any funds. After the PROJECT has been started or funds expended, this Agreement may be terminated, modified, or amended consistent with the provisions of this agreement.
- U. Failure by the BORROWER to comply with the terms of this Agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the BORROWER. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the DEPARTMENT'S discretion.

III. The BORROWER agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT's Ready for Reuse program manager both original loan Agreements duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement. Once signed by all parties, the Agreement is binding.
2. And understands that all loan funds provided by LENDER shall be used solely for the PROJECT.
3. That any and all work performed on the PROPERTY for which loan funds are used and the receipt of any loan funds under this Agreement is conditioned upon the BORROWER'S full compliance with this Agreement, all project documents and attachments, and the attached 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E).
4. To provide a match funds, in cash or in-kind services, of at least 22% of the loan amount.
5. To make substantial progress on loan and match activities within six (6) months of the date of the DNR's signature on page 11 of this Agreement. If the DEPARTMENT determines that the BORROWER has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 14(a-d).
6. To ensure interim and remedial actions are protective of public safety, welfare and human health and the environment.
7. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the BORROWER agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
8. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
9. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with project funds. The BORROWER must obtain recent and applicable wage rates from the U. S. Department of Labor and incorporate them into the construction contract.
10. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
11. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the BORROWER will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The BORROWER shall submit a report of such efforts.
12. The BORROWER shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.

13. To comply with all applicable local, state and federal contract and bidding requirements.
14. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E), including, but not limited to:
 - (a) To prepare a community relations plan for DEPARTMENT review and approval, and implement the approved community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT, prior to commencing any remedial/interim actions.
 - (b) i. To prepare an analysis of Brownfields cleanup/interim actions alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remedial/interim actions. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remedial/interim actions proposed; ii. BORROWER shall submit copies of the draft analysis of brownfields cleanup/interim actions alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the BORROWER and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The BORROWER shall make the analysis of brownfields cleanup/interim actions alternatives document available for review and public comment in the administrative record for a period of not less than fifteen (15) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the BORROWER shall respond to public comments, and provide the DEPARTMENT with a copy of all comments received and the BORROWER'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the BORROWER to the remedial/interim actions; vi. The DEPARTMENT shall incorporate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the BORROWER'S authorization to undertake the site-specific remedial/interim actions. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
 - (c) To prepare remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
 - (d) If confirmatory samples will be collected during Brownfield cleanup/interim actions activities to document the completeness of the work, the BORROWER, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
 - (e) The BORROWER is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup actions alternatives referenced in (a) and (b) above.
15. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the BORROWER fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the BORROWER fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.
16. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the BORROWER further agrees to take affirmative action to ensure equal employment opportunities. The BORROWER agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

17. To cooperate fully with an audit of the loan and the work, if so requested.
18. To document all the uses of the loan proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. BORROWER shall permit any representative of LENDER, at any reasonable time, to inspect, audit and examine such books and inspect the properties of BORROWER. BORROWER shall maintain documentation on the use of the loan proceeds for a minimum of three (3) years after the completion of remediation activities supported by the loan, or for the length of the loan, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved and all such records and supporting documents shall be made available, upon request, for inspection or audit by the LENDER or its representatives.
19. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. BORROWER shall seek the written approval of the LENDER prior to disposing of records.
20. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This loan closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the project, if any, identify any institutional controls required, and document that the Brownfield cleanup/interim action was accomplished to the satisfaction of this agreement. This documentation shall be submitted to the DEPARTMENT designated environmental project manager for review and comment. The remedial/interim action report required by section 14 (f) of this agreement may be combined with this loan closeout document if that report includes the information required in this section. This documentation is due no later than the final loan disbursement (i.e. reimbursement) request.
21. To erect a sign on the Project site stating that the PROJECT is being financed in part by the DEPARTMENT and the Ready for Reuse Program, and a statement that this project has been funded in part by EPA and/or EPA's logo acknowledging that EPA is a source of funding for the PROJECT. The sign must also provide the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROJECT site shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
22. That it is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the BORROWER shall use its best effort to insure that the PROJECT is completed in a reasonable time without unnecessary delay.
23. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.
24. To repay the LENDER the sum of \$727,000 in accordance with the Loan Repayment Schedule (Exhibit C).

IV. The LENDER agrees:

1. To loan to BORROWER the sum of \$727,000 to be used for interim and remedial actions at the PROPERTY, and to tender to the BORROWER that amount as long as the BORROWER provides matching funds of at least 22% of the loan amount. The BORROWER shall evidence its obligation to repay the loan funds by execution of a NOTE ANTICIPATION NOTE (Exhibit F), attached hereto and made a part hereof.
2. To supply the BORROWER with all necessary state and federal reporting forms.
3. That the BORROWER shall have sole control of the method, hours worked and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the BORROWER or the BORROWER'S employees or agents.

The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the BORROWER'S employees or agents.

4. That Dave Volkert – Southeast Region has been designated by DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed interim and remedial actions and be fully informed of the work to be performed using Ready for Reuse funds. The DEPARTMENT's Environmental Project Manager will review the BORROWER'S remedial planning, design, and engineering documents and review the remedial/interim actions activities as they are on-going to ensure that the remedial/interim actions are being completed in accordance with all local, state, and federal requirements and are protective of human health and the environment.

V. Loan and General Obligation Pledge Conditions

1. The BORROWER agrees that there are no pending or threatened actions or proceedings before any court or administrative agency which may adversely affect the financial condition or operation of BORROWER other than those heretofore disclosed by BORROWER to LENDER in writing.
2. The obligations of BORROWER under this Agreement and the NOTE ANTICIPATION NOTE will not be further subordinated in right of payment to any obligation of BORROWER, other than that which may be provided under this Agreement, unless otherwise acknowledged or agreed to by LENDER in writing.
3. The obligation of LENDER to make this loan contemplated hereunder is subject to the fulfillment of the following conditions:
 - A. All legal matters incidental to LENDER's commitment to issue the loan hereunder shall be satisfactory to counsel of LENDER, including the form, validity and enforceability of this Agreement and Exhibits hereof.
 - B. The representations and warranties contained herein shall be true on and as of the date of the signing of this Agreement with the same effect as though such representations and warranties had been made on and as of such date, and on such date no event of default as defined in Article V of the EPA RLF Cooperative Agreement "Terms and Conditions," herein EVENTS OF DEFAULT, and no condition, event or act which, with the giving of notice or the lapse of time or both, would constitute an EVENT OF DEFAULT, shall have occurred and be continuing or shall exist.
 - (1) The following shall constitute EVENTS OF DEFAULT:
 1. Default by BORROWER in any payment when due of principal or interest under the NOTE ANTICIPATION NOTE.
 2. Any representation or warranty made by BORROWER hereunder or in the Loan Documents proven at any time false or misleading in any material respect.
 3. Use of the proceeds of the LOAN for a purpose other than that stated in this Loan Agreement.
 - (2) **ACCELERATIONS.** If an Event of Default shall occur, any indebtedness of the BORROWER under this Agreement of the NOTE ANTICIPATION NOTE, any term of the NOTE ANTICIPATION NOTE to the contrary, notwithstanding, shall at LENDER'S option and without notice, become immediately due and payable without presentment, notice of demand, all of which are hereby expressly waived by BORROWER, and the obligations, if any of LENDER to permit further borrowings hereunder shall immediately cease and terminate.
4. The NOTE ANTICIPATION NOTE shall contain specific terms for the repayment of the Loan Funds.
5. Any forbearance by the LENDER with respect to any of the terms and conditions of this Agreement or the NOTE ANTICIPATION NOTE shall in no way constitute a waiver of any of LENDER's rights or privileges granted hereunder.
6. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the Loan Obligation is outstanding and unpaid.

VI. Special Conditions

1. Loan Reimbursement

The BORROWER may request a maximum of one loan disbursement (i.e. reimbursement) per month and the BORROWER shall use form #4400-243 provided by the DEPARTMENT. Such requests shall include documentation of (1) work completed; (2) eligible costs, and (3) match incurred by the BORROWER.

The BORROWER or another Local Governmental Unit must provide documentation that the match percentage indicated on the first page of this contract has been incurred by the BORROWER at each payment request. Loan payments are contingent upon review by the DEPARTMENT and may be adjusted if costs are determined to be ineligible.

The DEPARTMENT may withhold ten percent of the total loan amount stated in this contract for final payment. The final payment request shall be made on form #4400-243 provided by the Department.

The Loan Funds shall be payable to the BORROWER as reimbursement for allowable expenses incurred based upon the progress of the work and in accordance with the approved Project Budget (Exhibit B) attached hereto and made a part hereof. No reimbursement shall be made to the BORROWER without the written approval of the LENDER through the LENDER'S designated Environmental Project Manager. The LENDER shall not process the final request for Loan Funds to the BORROWER prior to the receipt of properly executed lien waivers.

Final Report

The BORROWER shall complete a Final Report on form #4400-253 available from the DEPARTMENT documenting the activities completed with the funds awarded under this Agreement. The report shall be submitted to the DEPARTMENT along with the final request for loan disbursement (i.e. reimbursement) under this loan Agreement.

2. Quarterly Progress Reports

The BORROWER shall furnish brief written progress reports on forms furnished by the DEPARTMENT to the Project Manager on a quarterly basis during the PROJECT. The reports are due on April 15, July 15, October 15 and January 15 of each year.

3. Changes to Project Scope or Budget

The BORROWER shall conduct all the activities listed in the "Scope and Description of Loan Activities" section of this Agreement. If the BORROWER requests a modification to the scope and description of the loan activities to be conducted, the BORROWER shall submit a request for an amendment to this Agreement in writing to the DEPARTMENT before the end date of this Agreement. Such a request must be submitted before any activities are conducted that are different than those listed in this Agreement. Amendments are subject to department approval and availability of funds. No additional work or expense may be undertaken until approval is received, in writing, for the scope or budget change.

If the BORROWER determines that they will not need to use the full amount of their loan award, the BORROWER shall notify the DEPARTMENT in writing as soon as possible such that excess funds may be allocated to another project.

4. BORROWER In-Kind Cost Documentation

This loan may be used to pay the actual costs to conduct the site-specific loan eligible activities, even if the work was conducted directly by the local government who received the loan. In order for in-kind costs to be reimbursed or count as matching funds, the BORROWER shall provide adequate documentation of staff time, equipment use, and other eligible costs. Any staff overtime charges must be approved by the DEPARTMENT prior to the work being conducted. The BORROWER shall make the request in writing that includes a justification as to why overtime is necessary and a private company estimate for the work. Equipment rental rates may not exceed the county machinery rates established annually by the Department of Transportation. The BORROWER shall clarify whether the BORROWER is requesting DEPARTMENT reimbursement or if the in-kind documentation is to apply to the 22% match.

5. Site Access

The BORROWER has legal and physical access to the site or facility to conduct all the activities described in the "Scope and Description of Loan Activities" section of this Agreement before this Agreement is executed. If circumstances change resulting in reduction of access, the BORROWER shall notify the DEPARTMENT immediately in writing.

If the PROPERTY is owned by a third party, BORROWER insures that the owner will provide the BORROWER, LENDER, and LENDER'S designative representative(s) all reasonable assistance and access to the PROPERTY as is necessary for LENDER to satisfy all conditions under the cooperative agreement for funding or to otherwise perform LENDER'S obligations hereunder and under the cooperative agreement. The BORROWER has provided the LENDER an access agreement - the Stipulated Bankruptcy Order, dated October 28, 2011 - for the PROPERTY from the owner to the LENDER in such form as is acceptable to the LENDER.

6. Site Investigation and Remedial Action Plan

A ch. NR 716, Wis. Adm. Code, site investigation and a ch. NR 722, Wis. Adm. Code, remedial action plan must be approved by the DEPARTMENT before the BORROWER can obtain reimbursement for this loan. If the site investigation and remedial action plan have not already been approved, the BORROWER shall submit those reports to the DEPARTMENT'S Environment Project Manager for review and approval. If a site investigation report and/or remedial action plan is not approved by the project manager and further work is necessary for the activity to satisfy the appropriate regulatory requirements, then the additional work must be conducted in order for that report or plan to be approved and eligible loan activities to be reimbursed. Costs incurred to conduct site investigation activities shall not be reimbursed by this loan. Costs to prepare the remedial action plan can be reimbursed by this loan if included in the "Scope and Definitions of Loan Activities" section of this Agreement.

7. Assessment and Investigation Activities

Lead surveys are not reimbursable under this loan.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, will be properly stored and disposed of in accordance with applicable regulations in chs. NR 500 to 590 and chs. NR 600 to NR 690, Wis. Adm. Code. Disposition of investigative wastes by the BORROWER must occur within six (6) months of generation of wastes.

Abandonment of any wells or drillholes must be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or drillholes have been abandoned. The date and recipient of the forms shall be noted in the final report.

8. Response Actions

All interim and remedial actions conducted as part of this loan shall follow the procedures and requirements included in s. 292.11, Wis. Stats., and ch. NR 140, Wis. Adm. Code and the NR 700 rule series. All actions eligible for funding are those consistent with the definition in s. NR 700.03(48), Wis. Adm. Code, and those described in the "Scope and Definitions of Loan Activities" section of this Agreement and DEPARTMENT-approved ch. NR 708 and 724 Wis. Adm. Code documents. Nothing in this Agreement shall entitle the BORROWER or any other party involved with the project to any special rights, privileges, liability exemptions, or obligations regarding their responsibility to undertake remedial actions under s. 292.11, Wis. Stats., or any other state or federal environmental laws.

9. Waste Disposal

All solid wastes generated at the Site, including contaminated soil and other solid wastes generated during response actions associated with this grant/loan, will be disposed of properly at either a ch. 289, Stats., licensed landfill or on the PROPERTY in a manner consistent with the applicable provisions of ch. NR 718, Wis. Admin. Code. In limited situations, some solid wastes managed under this Agreement may be eligible for a low hazard exemption under ch. 289, Stats. In order for the response action costs associated with low-hazard exemption activities to be eligible for reimbursement under this Agreement, the grant/loan recipient will need to receive written, pre-approval of such response actions and costs from the Department's Brownfields and Outreach Section Chief, the RR Environmental Project Manager and the Solid Waste program.

Note: Final approval of proposed disposal option – on or off-site - will be in writing and authorized as a component of the Remedial Action Plan (RAP) approval, by the Department's Brownfields and Outreach Section Chief. This Department-written approval of the disposal location is required in advance of any disposal actions taking place. The Department reserves the right to deny payment of transportation and disposal costs if such written approval is not obtained prior to those costs being incurred.

10. Backfill, Capping and Cover Material

Backfill, capping and cover material brought to the PROPERTY must be from a known source that does not contain contaminants above non-industrial soil cleanup standards established in ch. NR 720, Wis. Adm. Code. The GRANTEE or their contractor shall submit to the DEPARTMENT for approval a materials management plan that includes a sampling and analysis plan for the material prior to it being brought on to the PROPERTY. Included in the submittal for approval shall be a description of where the material will be placed on the PROPERTY in accordance with ch. NR 718, Wis. Adm. Code.

11. Fees

The BORROWER shall request the DEPARTMENT conduct technical reviews of reports required by this agreement. The review is subject to the fee schedule described in chs. NR 749 or NR 750, Wis. Adm. Code. These fees are eligible for reimbursement if incurred during the loan Agreement period.

12. Hazardous Substances

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in ch. NR 700 series, Wis. Adm. Code.

13. Petroleum or Hazardous Substance Storage Tank Removal

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. ATCP 94, Wis. Adm. Code.

Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code. The Borrower shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of loan activities to the Department as a component of the final report.

VII. Signatures

The person signing for the BORROWER represents that he or she is authorized to execute this Agreement and bind the BORROWER, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the BORROWER. The BORROWER promises to execute the purchases and activities funded in part by this loan in strict accordance with the terms and conditions of this Agreement.

**CITY OF KENOSHA
AUTHORIZED REPRESENTATIVE**

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By

**Keith Bosman, Mayor
City of Kenosha, Wisconsin**

By

**Darsi Foss, Director
Bureau for Remediation and Redevelopment**

(Date)

(Date)

LIST OF EXHIBITS

- A. BRRTS Printout for the Property**
- B. Project Budget Sheet Summary**
- C. Loan Repayment Schedule**
- D. Project Manager Summary Page**
- E. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2014**
- F. General Obligation Pledge Documentation**

EXHIBIT A
BRRTS PRINTOUT FOR THE PROPERTY

EXHIBIT B

PROJECT BUDGET SHEET SUMMARY

City of Kenosha, Wisconsin
 Former Kenosha Engine Plant
 Loan Number RRL-015

| Approved Activity Name | Ready for Reuse Budget | | | Total Cost All Categories |
|---|-----------------------------|-----------------------------|-------------------|------------------------------|
| | Eligible Costs Hazardous | Eligible Costs Petroleum | Match Cost 22% | |
| Remedial Action Planning | | | | |
| Public Participation Req. | | | | |
| Oversight | | | | |
| RA Monitoring | | | | |
| Environmental O&M | | | | |
| Environmental Cleanup Including Interim Action | \$100,000 | \$627,000 | \$159,940 | \$886,940 |
| Site Security | | | | |
| DNR Fees | | | | |
| Other Eligible Costs if Approved | | | | |
| Total | \$100,000 | \$627,000 | \$159,940 | \$886,940 |

EXHIBIT C

LOAN REPAYMENT SCHEDULE

**City of Kenosha, Wisconsin
Former Kenosha Engine Plant
Loan Number RRL-015**

INTEREST RATE: 0%

| PAYMENT DATE | PRINCIPAL PAYMENT |
|---------------------|--------------------------|
| November 1, 2020 | \$ 727,000 |
| TOTAL | \$ 727,000 |

EXHIBIT D

PROJECT MANAGER SUMMARY PAGE

City of Kenosha, Wisconsin
Former Kenosha Engine Plant
Loan Number RRL-015

1. PROJECT DESCRIPTION

The Former Kenosha Engine Plant has been used for manufacturing of automobiles since 1900. The site consists of 106 acres, 50 acres of which were developed with buildings and support facilities. Now the site is barren as all of the buildings were razed in late 2012 and early 2013 as part of the Stipulated Order filed with the bankruptcy court. Only the concrete slabs from the buildings remain. The long history of manufacturing at this facility resulted in contamination of soil and groundwater by chlorinated solvents, petroleum fuels and petroleum-based oils. Known soil impacts include trichloroethene, chlorobenzene, 1,4 dichlorobenzene, and diesel range organics. Known groundwater impacts include benzene, trichloroethene, chlorobenzene and 1,4 dichlorobenzene. All of these compounds were present in materials used in various manufacturing processes at the facility. Also LNAPL plumes are known to exist under buildings in the central area of the site.

2. ELIGIBLE ACTIVITIES

This loan involves both hazardous substance funding and petroleum funding. Consequently the eligible activities will need to be segregated and specify the appropriate funding source. The hazardous substance funded eligible activities include remediation by excavation and disposal of TCE impacted soil present in the C4 and C6 areas at concentrations exceeding industrial direct contact standards.

The petroleum funded eligible activities include remediation by excavation and disposal of petroleum saturated or near-saturated soil in the C4 area, and remediation by excavation and disposal of petroleum-impacted soil in the C6 area containing petroleum volatile organic compounds at concentrations exceeding industrial direct contact standards.

3. INELIGIBLE ACTIVITIES

All activities at the site must comply with the loan agreement as well as the United States Bankruptcy Court Stipulated Order, dated October 28, 2011.

4. ADDITIONAL NOTES

The activities associated with this RLF loan are anticipated to be primarily remedial actions necessary to address the most severe contamination at the site. It is not anticipated that the conclusion of this loan will coincide with the completed cleanup of the entire site.

EXHIBIT E

US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2014

Exhibit F
General Obligation Pledge Documentation

DNR Copy

Exhibit F

Borrower Initials _____

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Common Council Agenda Item L.1.

Administrative Conditions

THE FOLLOWING TERMS & CONDITIONS SUPERSEDE PREVIOUSLY CITED TERMS & CONDITIONS:

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

2. GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

**Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604**

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Wisconsin Department of Natural Resources has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: 8%
WBE: 8%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

Objective/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that

encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

4. UNLIQUIDATED OBLIGATIONS - INTERIM FFR

Submission of interim Federal Financial Reports

Pursuant to 2 CFR 200.327 and 2 CFR 200.343(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/financial/>.

All FFRs must be submitted to the Las Vegas Finance Center: **USEPA LVFC
4220 S. Maryland Pkwy
Bldg C, Ste 503**

Las Vegas, NV 89119

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

A courtesy copy of the interim FFR can be submitted to the Grants Management Office using one of the following options: email the Grants Specialist listed on the award or send to us in the mail at U.S. EPA - Region 5, 77 W. Jackson Blvd., MC-10J, Chicago, IL 60604. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the close-out of the assistance agreement.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

Programmatic Conditions

THE FOLLOWING TERMS & CONDITIONS SUPERSEDE PREVIOUSLY CITED TERMS & CONDITIONS:

1. NATIONAL HISTORIC PRESERVATION ACT

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable shall assist EPA in complying with any requirements of the Act and implementing regulations.

2. FUND (RLF)

REVOLVING LOAN

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization Grants awarded under CERCLA § 104(k) and those that chose to transition to § 104(k), or those agreements which have been amended after 12/24/14

They do not apply to pre-FY 2003 grants subject to § 104(d).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR).
2. In implementing this agreement, the cooperative agreement recipient shall comply with and require that work done by borrowers and subrecipients with cooperative agreement funds comply with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR will ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR will ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to have borrowers or subrecipients conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subrecipients to participate in a State or Tribal response program, then the CAR is required to consult with the Environmental Protection Agency (EPA) on each loan or subaward to ensure the proposed cleanup is protective of human health and environment.

II. SITE/BORROWER/SUBRECIPIENTS ELIGIBILITY

A. Brownfields Site Eligibility

1. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
2. If the site is excluded from the general definition of a brownfield site, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
3. For any petroleum-contaminated brownfields site, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to EPA's *Proposal Guidelines for Brownfields Revolving Loan Fund Grants* dated November 2013 for discussion of this element) documenting that:
 - a. a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum sites in the State;
 - b. the State determines there is "no viable responsible party" for the site;
 - c. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
 - d. the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate state petroleum program official.

4. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion to reach each determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
5. If the State chooses not to make the determinations described in 3.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
6. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in "3" above.

B. Borrower and Subrecipient Eligibility

1. The CAR may only provide cleanup subawards to an eligible entity or nonprofit organization to clean up sites *owned* by the eligible entity or nonprofit organization at the time of subawards. Eligible

subrecipients include eligible entities as defined under CERCLA § 104(k)(1) and nonprofit organizations as defined in Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subawards.

2. The subrecipient must retain ownership of the site throughout the period of performance of the subaward. For the purposes of this agreement, the term "owns" means fee simple title unless EPA approves a different arrangement. **However, the CAR may not provide a subaward to itself or another component of its own unit of government or organization.**
3. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principle. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 30 percent, provided that the total amount of the principal forgiven for that loan shall not exceed \$200,000. Eligible entities include those identified in CERCLA § 104(k)(1) and nonprofit organizations as defined at Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999. **Private, for-profit entities are not eligible for discounted loans.**
4. The CAR shall not loan or subaward funds that will be used to pay for cleanup activities at a site for which a loan or grant recipient is potentially liable under CERCLA § 107. The CAR may rely on its own investigation which can include an opinion from the subrecipient's or borrower's counsel. However, the CAR must advise the borrower or subrecipient that the investigation and/or opinion of the subrecipient's or borrower's counsel is not binding on the Federal Government.
5. For approved eligible petroleum-contaminated brownfields sites, the person cleaning up the site must be a person who is not potentially liable for cleaning up the site. For brownfields grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum-product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.
6. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subrecipients.
7. A borrower or subrecipient must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subaward. The CAR, in consultation with the EPA, must consider this history in its analysis of the borrower or subrecipient as a cleanup and business risk.
8. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subrecipient.

C. Obligations for Grant Recipients, Borrowers, or Subrecipients Asserting a Limitation on Liability from CERCLA § 107

1. Grant recipients, borrowers, or subrecipients who are eligible, or seek to become eligible, to receive a grant, loan, or subaward based on a liability protection from CERCLA as a: (1) bona fide prospective purchaser (BFPP), (2) contiguous property owner (CPO), or (3) innocent landowner (ILO) (known as the "landowner liability protections"), must meet certain threshold criteria and satisfy certain continuing obligations to maintain their status as an eligible grant recipient, borrower, or subrecipients. These include, but are not limited to the following:
 - a. All grant recipients, borrowers, or subrecipients asserting a BFPP, CPO or ILO limitation on liability must perform (or have already performed) "all appropriate inquiry," as found in section 101(35)(B) of CERCLA, on or before the date of acquisition of the property.

- b. Grant recipients, borrowers, or subrecipients seeking to qualify as bona fide prospective purchasers or contiguous property owners must not be potentially liable, or affiliated with any other person that is potentially liable for response costs at the facility through;
 - (a) any direct or indirect familial relationship; or
 - (b) any contractual, corporate, or financial relationships; or
 - (c) a reorganized business entity that was potentially liable or otherwise liable under CERCLA § 107(a) as a prior owner or operator, or generator or transporter of hazardous substances to the facility.

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- c. Landowners must meet certain continuing obligations in order to achieve and maintain status as a landowner protected from CERCLA liability. These continuing obligations include:
 - i. complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
 - ii. taking reasonable steps to stop any continuing hazardous substance releases, prevent any threatened future release, and prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance;
 - iii. providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration;
 - iv. complying with information requests and administrative subpoenas (applies to bona fide prospective purchasers and contiguous property owners); and
 - v. complying with legally required notices (again, applies to bona fide prospective purchasers and contiguous property owners) [see CERCLA §§ 101(40)(B)-(H), 107(q)(1)(A), 101(35)(A)-(B).].
- d. CERCLA requires additional obligations to maintain liability protection. These obligations are found at §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

- 1. The term of an RLF agreement is five years, unless otherwise extended by EPA at the CAR's request.
- 2. If after 2 years from the date of award, EPA determines that the recipient has not made sufficient progress in implementing its cooperative agreement the recipient must implement a corrective action plan approved by the EPA Project Officer or EPA may terminate this agreement for material non-compliance with its terms. Sufficient progress is indicated by the grantee having made loan(s) and/or subaward(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, and the development of one or more potential loans/subawards.

B. Substantial Involvement

- 1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative

agreement.

- a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; reviewing and approving of procedures for loan and subrecipient selection; review of project phases; and approving substantive terms included in professional services contracts.
- b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I. B.1, under *EPA and/or State Approvals of Brownfields Sites* above. The CAR may also request technical assistance from EPA to determine if sites qualify as brownfields sites and to determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition prohibits a grant or loan recipient from using grant funds to clean up a site if the recipient is potentially liable under §107 of CERCLA for that site.
- c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
- d. Substantial EPA involvement may include the review of the substantive terms of RLF loans and cleanup subawards.
- e. EPA may waive any of the provisions in term and condition III. B.1, with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and State laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with EPA.
- c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Parts 200 and 1500.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for establishing an RLF team that will implement the Program and for coordinating the team's activities as outlined below.
2. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
3. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subaward program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager for services performed must be consistent with 2 CFR Parts 200 and 1500.
4. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel should review all loan/subaward agreements prior to execution.

5. The CAR is responsible for ensuring that borrowers and subaward recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subaward recipients are consistent with the terms and conditions of this agreement.
6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. Quarterly progress report must include:
 - a. Summary of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - b. An update on project schedules and milestones.
 - c. A list of the loans and/or subawards during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); cost share updates; and total remaining funds.
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. In accordance with 2 CFR 200.328(d)(1) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., loan signed, cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much funding was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized. See Section VII for more details on final report and closeout.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA § 104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

B. Eligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

1. To the extent allowable under the EPA approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to capitalize the RLF and conduct cleanups.
 - a. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers or subrecipients at brownfields sites.
 - b. At least 50% of the funds must be used by the CAR to provide loans for the cleanup of eligible brownfields sites and for eligible programmatic costs for managing the RLF. Up to 50% can be used for subawards to clean up eligible brownfield sites under the RLF and for eligible programmatic costs for managing subaward(s). (Note: cleanup subawards are limited to \$200,000 per site). (Note: The CAR may request a waiver to the 50% cap on subaward funds. Please consult with your Regional Project Officer for the waiver process.)
 - c. To determine whether a cleanup subaward is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(B)(c):
 - i. The extent the subaward will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
 - ii. The extent the subaward will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
 - iii. The extent the subaward will facilitate the use or reuse of existing infrastructure; and
 - iv. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

2. The CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subawards for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include direct costs for:
 - a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that a RLF cleanup complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Limited site characterization including confirming the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed;

- d. Preparing an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
 - e. Ensuring that public participation requirements are met. This includes preparing a community relations plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments;
 - f. Establishing an administrative record for each site;
 - g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR 1500.11. The specific requirement for a QAPP is outlined in U.S. EPA Order 53601.1, April 1984, as amended on May 5, 2000;
 - h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subrecipients activities to ensure compliance with applicable Federal and State environmental requirements;
 - i. Ensuring that the site is secure if a borrower or subrecipient is unable or unwilling to complete a brownfields cleanup;
 - j. Using a portion of a loan or subaward to purchase environmental insurance for the site. The loan or subaward may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section C.
 - k. Any other eligible programmatic costs including costs incurred by the recipient in making and managing a loan; obtaining financial management services; quarterly reporting to EPA; awarding and managing subawards; and carrying out outreach pertaining to the loan and subaward program to potential borrowers and subrecipients; and
 - l. Subrecipient progress reporting to the CAR is an eligible programmatic cost.
3. If the CAR makes a subaward to a local government that includes an amount (not to exceed 10% of the subaward) for brownfields program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subrecipient maintains records adequate to ensure compliance with the limits on the amount of subaward funds that may be expended for this purpose.

C. Ineligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

- 1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subrecipient for any of the following activities:
 - a. Environmental assessment activities, including Phase I and Phase II Environmental Site

Assessments.

- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
 - c. Construction, demolition, and development activities that are not integral to the cleanup actions, and addressing public or private drinking water supplies that have deteriorated through ordinary use.
 - d. Job training unrelated to performing a specific cleanup at a site covered by a loan or subaward.
 - e. To pay for a penalty or fine.
 - f. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority.
 - g. To pay for a response cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107.
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup.
 - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Parts 200 and 1500.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR and subrecipients under 2 CFR 200 Subpart E.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirement for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for grant and subaward administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grantee or subrecipient is required to carry out the activity under the grant agreement. Costs incurred to report quarterly performance to EPA under the grant are eligible.
 - b. Ineligible grant or subaward administration costs include direct costs for:
 - i. Preparation of applications for Brownfields grants and subawards;
 - ii. Record retention required under 2 CFR Parts 200.333-337 and 1500.6;
 - iii. Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - iv. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308 and 2 CFR 1500.8;
 - v. Maintaining and operating financial management systems required under 2 CFR 200.302;
 - vi. Preparing payment requests and handling payments under 2 CFR 200.305
 - vii. Non-federal audits required under 2 CFR 200 Subpart F; and

- viii. Close out under 2 CFR 200.343.
- ix. Borrowers are subject to the CERCLA § 104(k)(4)(B) administrative cost prohibition requirements. The CAR must ensure that loan agreements prohibit borrowers and subrecipients from using loans financed with cooperative agreement funds for administrative costs.
- c. Prohibited administrative costs for the borrower (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs.
- d. Direct costs for loan administration are ineligible even if the borrower is required to carry out the activity under the loan agreement. Ineligible loan administration costs include expenses for:
 - i. Preparation of applications for loans and loan agreements;
 - ii. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
 - iii. Maintaining and operating financial management and personnel systems;
 - iv. Preparing payment requests and handling payments; and
 - v. Audits.
- e. Overhead costs by the borrower that do not directly clean up brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in loans include expenses for:
 - i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel);
 - ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and
 - iii. Supplies and equipment not used directly for cleanup at the site.
 - iv. Costs incurred by the borrower for procurement are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls.
 - v. Direct costs by the borrower for progress reporting to the lender are eligible programmatic costs.
- 4. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States

government except land held in trust by the United States government for an Indian tribe;
or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

D. Use of Program Income

1. In accordance with 2 CFR 200.307 and 2 CFR 1500.7 the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

for Transitioned RLFs only!

2. In accordance with Section 104(d)(3)(D), when a CAR transitions to a 104(k) cooperative agreement, any program income (e.g. fees, interest or principal repayments) generated prior to transition will be added to the 104(k) agreement and must be used in a manner consistent with Section 104(k)(3) and with the terms and conditions, contained herein.
3. The CAR may use program income from fees, interest payments from loans, and other forms of eligible program income to meet its cost-share. The CAR shall not use repayments of principal of loans to meet the CAR's cost-share requirement. Repayments of principal must be returned to the CAR's Brownfields cleanup revolving fund.
4. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with applicable OMB cost principles when charging costs against program income. For any cost determined by the EPA to have been an ineligible use of program income, the recipient shall reimburse the RLF or the EPA. EPA will notify the recipient of the time period allowed for reimbursement.
5. Loans or subawards made with a combination of program income and direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subawards made with direct funding from EPA in combination with non Federal sources of funds are also subject to the same terms and conditions of this agreement.
6. The CAR must obtain EPA approval of the substantive terms of loans and subawards made entirely with program income.

E. Post Cooperative Agreement Program Income

1. After the end of the award period, the CAR shall use program income in a manner consistent with the terms and conditions of a "close out" agreement negotiated with EPA. In accordance with 2 CFR 200.333(e), the CAR shall maintain appropriate records to document compliance with the requirements of the close out agreement (i.e., records relating to the use of post-award program income). EPA may request access to these records or may negotiate post-close-out reporting requirements to verify that post-award program income has been used in accordance with the terms and conditions of the close out agreement.
2. In accordance with 2 CFR 1500.7(c), to continue the mission of the Brownfields Revolving Loan fund, recipients may use grant funding prior to using program income funds generated by the revolving

loan fund. Recipients may also keep program income at the end of the assistance agreement as long as they use these funds to continue to operate the revolving loan fund or some other brownfield purpose as outlined in their closeout agreement.

F. Interest-Bearing Accounts

1. The CAR must deposit advances of grant funds and program income (e.g., fees, interest payments, repayment of principal) in an interest bearing account.
2. Interest earned on advances, CARs and subrecipients are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
3. Interest earned on program income is considered additional program income.

V. RLF ENVIRONMENTAL REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The clean up method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Community Relations and Public Involvement in RLF Cleanup Activities

1. All RLF loan and subaward cleanup activities require a site-specific community relations plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
 - a. If any document, fact sheet, and/or web material are developed as part of this cooperative

agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

- b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include the analysis of brownfield cleanup alternatives; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subaward agreement shall contain terms and conditions, subject to any required approvals by the regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.
2. If the borrower or subrecipient is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the U.S. EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the administrative record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subaward Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet long-term brownfield cleanup lending/subawarding objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements; and, lending/subawarding practices that can include loan/subaward processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.
2. The CAR shall not incur costs under this cooperative agreement for loans, subawards or other eligible costs until an RLF grant workplan (*OPTIONAL: "and RLF implementation plan"*) has been submitted to and approved by U.S. EPA. *Though the workplan must identify tasks and milestones for establishing and operating the RLF, more detailed information may be submitted in supplemental documents, e.g., an "implementation plan."* The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual

loans/subawards and lending/subawarding practices. These activities shall include, but not be limited to the following:

- a. Considering awarding subawards on a competitive basis. If the CAR decides not to award any subawards competitively, it must document the basis for that decision and inform EPA.
- b. Establishing appropriate project selection criteria consistent with Federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.
- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subrecipients receive RLF financing.
- d. Developing a formal protocol for potential borrowers or subrecipients to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subrecipient to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subrecipients for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.
- e. Requiring that borrowers or subrecipients submit information describing the borrower's or subrecipient's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subaward recipient as a cleanup and business risk.
- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.
- g. Establishing standardized procedures for the disbursement of funds to the borrower or subrecipient.

B. Inclusion of Special Terms and Conditions in RLF Loan and Subaward Documents

1. The CAR shall ensure that the borrower or subrecipient meets the cleanup and other program requirements of the RLF grants by including the following special terms and conditions in RLF loan agreements and subawards:
 - a. Borrowers or subrecipients shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable Federal and State laws and regulations. See Section I.A.2.
 - b. Borrowers or subrecipients shall ensure that the cleanup protects human health and the environment.
 - c. Borrowers or subrecipients shall document how funds are used. If a loan or subaward includes cleanup of a petroleum-contaminated brownfields site(s), the CAR shall include a term and condition requiring that the borrower or subrecipient maintain separate records for costs incurred at that site(s).
 - d. Borrowers or subrecipients shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with RLF funds. Borrowers or subrecipients shall obtain written approval from the CAR prior to disposing of records. Cooperative agreement recipients shall also require that the borrower or subrecipient provide access to records relating to loans and subawards supported with RLF funds to authorized representatives of the Federal government.
 - e. Borrowers or subrecipients shall certify that they are not currently, nor have they been,

subject to any penalties resulting from environmental non-compliance at the site subject to the loan.

- f. Borrowers or subrecipients shall certify that they are not potentially liable under § 107 of CERCLA for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subrecipient must state the basis for that assertion. When using grant funds for petroleum-contaminated brownfields sites, borrowers or subrecipients shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. Refer to the most recent issue of EPA's *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants* for a discussion of these terms. The CAR may consult with EPA for assistance with this matter.
- g. Borrowers or subrecipients shall conduct cleanup activities as required by the CAR.
- h. Subrecipients shall comply with applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subaward funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.
- i. A term and condition or other legally binding provision shall be included in all loans and subawards entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that borrowers and subrecipients comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include: 2 CFR Parts 200 and 1500.
- j. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA grant funds. For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.
- k. Federal cross-cutting requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

C. Default

- 1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for: (1) documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and (2) securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

- 1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial

or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: "payment" is the U.S. EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into a loan agreement with the borrower or subrecipient; "disbursement" is the transfer of funds from the CAR to the borrower or subrecipient. "Close out" refers to the process that the U.S. EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed, and, to establish a closeout agreement to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's incurred costs.
 - a. An 'actual expense' disbursement approach requires the borrower to submit documentation of the borrower's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.
 - b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subrecipients on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subrecipient's payment of costs incurred in carrying out the loan/subaward. In unusual circumstances, disbursement may occur upon execution of the loan or subaward. The CAR shall submit documentation of disbursement schedules to EPA.
 - c. If the disbursement schedule of the loan/subaward agreement calls for disbursement of the entire amount of the loan/subaward upon execution, the CAR shall demonstrate to the U.S. EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subaward. Further, the CAR shall include an appropriate provision in the loan/subaward agreement which ensures that the borrower/recipient uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.
 - d. Subaward funds must be disbursed to the subrecipient in accordance with 2 CFR 200.305, as applicable.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:

- a. Final payment of funds from EPA to the CAR following expiration of the terms of the agreement or expenditure of the funds awarded; and
 - b. Completion of all cleanup activities funded by the amount of the award.
2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities funded by the initial amount of the award are complete.
3. The CAR must negotiate a closeout agreement with EPA to govern the use of program income after closeout. Eligible uses include continuing to operate an RLF for brownfields cleanup and/or other brownfields activities.
4. The closeout agreement will require that any assessments or cleanups financed with program income be consistent with the CERCLA § 107 prohibitions and site eligibility limitations for the effective period of the closeout agreement.

C. Compliance with Closeout Schedule

1. If a CAR fails to comply with the closeout schedule, any cooperative agreement funds not obligated under loan agreement to a borrower or subrecipient may be subject to federal recovery, and the cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement.

D. Final Requirements

1. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
- a. The CAR must submit the following documentation:
 1. The Final Report as described in III.F.
 2. A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
<http://www.epa.gov/ocfo/finservices/payinfo.html>
 3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
 - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region

E. Recovery of RLF Assets

1. In case of termination for cause or convenience, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under Remedies for

Noncompliance at 2 CFR 200.338 through 200.342 and CERCLA § 104(k) when the Agency determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the Agency's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. *If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms & conditions apply:*
 - a. *The CAR shall:*
 - i. *document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;*
 - ii. *maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and*
 - iii. *ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k) and applicable Federal and State laws and will protect human health and the environment.*
 - b. *Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower or subrecipient (See Section on Methods of Disbursement). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the assistance agreement as required by 2 CFR 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR 200.305.*
 - c. *To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:*
 - i. *the recipient cannot retain the funds;*
 - ii. *the recipient does not have access to the escrow funds on demand;*

- iii. *the funds remain in escrow unless there is a default of a guaranteed loan;*
- iv. *the organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and*
- v. *there must be an agreement with financial institutions participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfields site in exchange for access to funds held in escrow in the event of a default by the borrower or subrecipient.*

d. *Federal Obligation to the Loan Guarantee Program*

- i. *Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subrecipient.*

e. *Repayment of Guaranteed Loans*

- i. *Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to the U.S. EPA. Alternatively, the CAR may, with EPA approval,*
 - 1) *Guarantee additional loans under the terms and conditions of the agreement or,*
 - 2) *amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfields related activities.*

3. CYBERSECURITY - STATES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to

EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

5. PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge allowable pre-award costs (both Federal and non-Federal matching shares) incurred 90 calendar days before the actual award date provided that such costs were contained in the approved application. Expenses more than 90 calendar days pre-award require prior approval of EPA.

6. COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

Notice: Completion of this Agreement is required to obtain a Ready for Reuse Brownfields Cleanup Grant under s. 292.72, Wis. Stats. Personally identifiable information included on this form will be used to process your application and may be made available to requests under Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

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| Grantee City of Kenosha, Wisconsin | Grant Number RRG – 047 |
| Site Name or Title and Address Former Chrysler Kenosha Engine Plant 5555 30th Avenue Kenosha, WI 53140 | |
| Period Covered by This Agreement Twenty-four months (two years) starting from the date the City satisfies the contingent requirements of this agreement. | Grantee's Authorized Representative Keith Bosman, Mayor 625 52nd Street Kenosha, WI 53140 |
| Scope and Description of cleanup activities funded by this grant <ol style="list-style-type: none"> 1. Remedial Action Planning 2. Public Participation Requirements 3. Oversight 4. RA Monitoring 5. Environmental O&M 6. Environmental Cleanup 7. Site Security 8. DNR Fees 9. Other Eligible Costs if Approved | |
| Grant COSTS: Total \$886,940 | The following documents are hereby incorporated into and made part of this Agreement: |
| Grant Amount: \$727,000 Grantee Match: \$159,940 Grantee Match%: 22% Total Project Cost: \$886,940 | <ol style="list-style-type: none"> 1. 2015 US EPA Revolving Loan Fund Terms and Conditions 2. Section 292.72, Wisconsin Statutes 3. DNR-approved Remedial Action Plan (RAP) 4. Signed application and all attachments and exhibits |

I. Definitions

Hereafter, the following terms used throughout this document will meet the following definitions:

- A. DEPARTMENT: The State of Wisconsin Department of Natural Resources
- B. GRANTEE: The City of Kenosha.
- C. PROJECT: The project receiving the grant – public participation and remedial actions to treat/dispose of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas at 5555 30th Ave. Kenosha, Wisconsin.
- D. PROGRAM: The DEPARTMENT'S Ready for Reuse Loan and Grant Program.
- E. PROPERTY: The Kenosha Engine Plant located at 5555 30th Ave. Kenosha, Wisconsin.

II. General Provisions

- A. This grant is contingent upon the City of Kenosha maintaining title to the PROPERTY and repaying the Ready for Reuse Loan RRL-015 in its entirety.
- B. The DEPARTMENT is a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement and is authorized to make certain grants and loans from these funds.
- C. The period of the grant shall be from the Grant Approval Date which will be the date the GRANTEE repays the Ready for Reuse Loan RRL-015 until the Grant End Date of twenty four months later.
- D. These funds are to be used to undertake the PROJECT, a brownfields site with (1) releases of a hazardous substances defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and (2) petroleum or petroleum products at the PROPERTY. In general, the hazardous substances at the site include chlorinated volatile organic compounds, some comingled with petroleum oils. Other areas of the Project include petroleum contamination as the major contaminant.
- E. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- F. The brownfields site is owned by the GRANTEE, who will have full access to site.
- G. The GRANTEE is not a generator or transporter of the contamination at the site.
- H. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- I. The GRANTEE is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the GRANTEE, or its PROJECT contractors or subcontractors currently or proposed for suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds. Furthermore, the GRANTEE and its PROJECT contractors or subcontractors have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 4.11(b) hereof; and have not within the preceding three years had a public transaction terminated for cause or default.

- J. The making and performance by GRANTEE of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which GRANTEE is a party or by which GRANTEE may be bound.
- K. This Agreement has been duly authorized, executed and delivered, and is a valid and binding Agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the grant is outstanding and unpaid.
- L. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
- M. Except for the United States Bankruptcy Court Stipulated Order, dated October 28, 2011 (the "Stipulated Order") and any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
- N. The GRANTEE did not own the property during the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that property. The GRANTEE does not have any direct or indirect relationship, whether familial, contractual, corporate, financial or otherwise, with the entity potentially liable for the contamination at the site.
- O. The GRANTEE acquired the property as specified in the Stipulated Order.
- P. The GRANTEE, through the Contractor, has performed or obtained copies of all Phase I and Phase II Environmental Assessments of the PROPERTY performed according to the American Society for Testing and Materials (ASTM) standards, or equivalent assessment procedures in conformance with the Wisconsin Department of Natural Resources which verifies hazardous substances present in the soil, and groundwater of the PROPERTY. The GRANTEE shall be responsible for conducting an Assessment that shall include, but is not limited to site background, the threat posed by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results. The GRANTEE shall be responsible for the payment of all costs and expenses related to the Assessment. The GRANTEE agrees that grant funds shall not be used for the payment of any cost or expense related to the Assessment.
- Q. The DEPARTMENT and the GRANTEE mutually agree to perform this Agreement in accordance with local, state and federal laws, the Wisconsin Ready for Reuse Loan & Grant Program and with the project description, application, terms, conditions, plans, specifications, estimates, procedures, maps and assurances attached hereto and made a part hereof. In general, the work to be done at the site includes necessary interim actions to treat/dispose of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas.
- R. The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- S. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this Agreement or other written documentation, prior to the end date of the Agreement.
- T. Any cost adjustments must be made by a written amendment to this Agreement, signed by both parties, prior to the expenditure of funds or the termination date of the Agreement. Adjustments for time of performance or scope of work may be granted to the GRANTEE by the DEPARTMENT in writing without the requirements of the GRANTEE'S signature.
- U. The GRANTEE may decline this offer of financial assistance in writing at any time prior to the start of the PROJECT and before expending any funds. After the PROJECT has been started or funds expended, this Agreement may be terminated, modified, or amended consistent with the provisions of this agreement.

- V. Failure by the GRANTEE to comply with the terms of this Agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the DEPARTMENT'S discretion.

III. The GRANTEE agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT'S Ready for Reuse program manager one original Agreement duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement.
2. That this is a contingent grant. It is contingent upon the GRANTEE maintaining title to the PROPERTY and repaying the Ready for Reuse Loan RRL-015. Although the Agreement is binding upon the signature of both the DEPARTMENT and the GRANTEE, all grant-eligible activity at the PROJECT will occur and be reimbursable only after the GRANTEE repays the Ready for Reuse Loan RRL-015.
3. To notify the DEPARTMENT in writing of completion of the contingent items authorizing this grant (i.e. repayment of loan RRL-015).
4. And understands that all grant funds provided to GRANTEE shall be used solely for the PROJECT.
5. That any and all work performed on the PROPERTY for which grant funds are used and the receipt of any grant funds under this Agreement is conditioned upon the GRANTEE'S full compliance with this Agreement, all PROJECT documents and attachments, and the attached 2015 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D).
6. To provide a match, in cash or in-kind services, funds of at least 22% of the grant amount.
7. Upon Grant Approval Date, to make substantial progress on grant and match activities within six (6) months of the date of the DNR's signature on page 9 of this Agreement. If the DEPARTMENT determines that the GRANTEE has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 16(a-d).
8. To ensure environmental cleanups are protective of public safety, welfare and human health and the environment.
9. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the GRANTEE agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
10. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
11. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with PROGRAM funds. The GRANTEE must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.

12. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
13. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the GRANTEE will undertake good faith efforts in compliance with 40 CFR §35.6580 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The GRANTEE shall submit a report of such efforts.
14. The GRANTEE shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.
15. To comply with all applicable local, state and federal contract and bidding requirements.
16. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2015 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D), including, but not limited to:
 - (a) To expand upon as necessary, the previously prepared community relations plan which the DEPARTMENT reviewed and approved. The DEPARTMENT will review and approve any modifications to the community relations plan and the GRANTEE will implement the modified community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT.
 - (b) i. To expand upon as necessary, the previously prepared analysis of Brownfields cleanup alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remediation. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remediation proposed; ii. GRANTEE shall submit copies of the draft analysis of brownfields cleanup alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the GRANTEE and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The GRANTEE shall make the analysis of brownfields cleanup alternatives document available for review and public comment in the administrative record for a period of not less than thirty (30) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the GRANTEE shall respond to public comments, and provide the DEPARTMENT with a copy of all comments received and the GRANTEE'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the GRANTEE to the remediation; vi. The DEPARTMENT shall incorporate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the GRANTEE'S authorization to undertake the site-specific remediation. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
 - (c) To prepare or revise as necessary, remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
 - (d) If confirmatory samples will be collected during cleanup activities to document the completeness of the cleanup, the GRANTEE, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
 - (e) The GRANTEE is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup/interim actions alternatives referenced in (a) and (b) above.

17. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this Agreement as described, or fails to provide public benefits as indicated in the PROJECT application, proposal description, or this Agreement. In addition, should the GRANTEE fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the PROJECT to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.
18. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
19. To cooperate fully with an audit of the grant and the work, if so requested.
20. To document all the uses of the grant proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. GRANTEE shall permit any representative of DEPARTMENT, at any reasonable time, to inspect, audit and examine such books and inspect the properties of GRANTEE and shall maintain documentation on the use of the grant proceeds for a minimum of three (3) years after the completion of remediation activities supported by the grant, or for the length of the grant, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved, and all such records and supporting documents shall be made available, upon request, for inspection or audit by the DEPARTMENT or its representatives.
21. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. GRANTEE shall seek the written approval of the DEPARTMENT prior to disposing of records.
22. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This grant closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the PROJECT, if any, identify any institutional controls required, and document that the cleanup is complete and is protective of human health and the environment. This documentation shall be submitted to the DEPARTMENT'S designated Environmental Project Manager for review and comment.
23. To erect a sign on the PROJECT site stating that the PROJECT is being financed in part by the DEPARTMENT, U.S. Environmental Protection Agency and the PROGRAM, and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROPERTY shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
24. That it is expressly understood that a failure or delay on the part of the GRANTEE in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the GRANTEE shall use its best effort to ensure that the PROJECT is completed in a reasonable time without unnecessary delay.
25. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.

IV. The DEPARTMENT agrees:

1. To obligate to the GRANTEE the amount of \$727,000 and to tender to the GRANTEE that amount as long as the GRANTEE or another unit of government provides matching funds of at least 22% of the grant amount.
2. To supply the GRANTEE with all necessary state and federal reporting forms.
3. That the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE'S employees or agents.
4. That Dave Volkert – SER has been designated by DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed interim actions and be fully informed of the work to be performed using Ready for Reuse funds. The DEPARTMENT's Environmental Project Manager will review the GRANTEE'S remedial planning, design, and engineering documents and review the remedial action activities as they are on-going to ensure that the remedial actions are being completed in accordance with all local, state, and federal requirements and are protective of human health and the environment.

V. Special Conditions

1. Grant Reimbursement

The GRANTEE may request a maximum of one reimbursement payment per month and the GRANTEE shall use form #4400-243 provided by the DEPARTMENT. Such requests shall include documentation of (1) work completed; (2) eligible costs, and (3) match incurred by the GRANTEE.

The GRANTEE or another Local Governmental Unit must provide documentation that the match percentage indicated on the first page of this contract has been incurred by the GRANTEE at each payment request. Grant payments are contingent upon review by the DEPARTMENT and may be adjusted if costs are determined to be ineligible.

The DEPARTMENT may withhold ten percent of the total grant amount stated in this contract for final payment. The final payment request shall be made on form #4400-243 provided by the Department.

The Grant Funds shall be payable to the GRANTEE as reimbursement for allowable expenses incurred based upon the progress of the work and in accordance with the approved Project Budget (Exhibit B) attached hereto and made a part hereof. No reimbursement shall be made to the GRANTEE without the written approval of the DEPARTMENT through the DEPARTMENT'S designated Environmental Project Manager. The DEPARTMENT shall not process the final request for Grant Funds to the GRANTEE prior to the receipt of properly executed lien waivers.

Final Report

The GRANTEE shall complete a Final Report on form #4400-253 available from the DEPARTMENT documenting the activities completed with the funds awarded under this Agreement. The GRANTEE shall submit a copy of any Remedial Action Plans (RAPs) funded by this grant as a component of the final report on grant activities required by the DEPARTMENT. The report shall be submitted to the DEPARTMENT along with the final request for reimbursement under this grant Agreement.

2. Quarterly Progress Reports

The GRANTEE shall furnish brief written progress reports to the DEPARTMENT on a quarterly basis during the cleanup. The reports are due on April 15, July 15, October 15 and January 15 of each year.

3. Changes to PROJECT Scope or Budget

The GRANTEE shall conduct all the activities listed in the "Scope and Description of Grant Activities" section of this Agreement. If the GRANTEE requests a modification to the scope and description of the grant activities to be conducted, the GRANTEE shall submit a request for an amendment to this Agreement in writing to the DEPARTMENT before the end date of this Agreement. Such a request must be submitted before any activities are conducted that are different than those listed in this Agreement. Amendments are subject to DEPARTMENT approval and availability of funds. No additional work or expense may be undertaken until approval is received, in writing, for the scope or budget change.

If the GRANTEE determines that they will not need to use the full amount of their grant award, the GRANTEE shall notify the DEPARTMENT in writing as soon as possible such that excess funds may be allocated to another project.

4. GRANTEE In-Kind Cost Documentation

This grant may be used to pay the actual costs to conduct the site-specific grant eligible activities, even if the work was conducted directly by the local government who received the grant. In order for in-kind costs to be reimbursed or count as matching funds, the GRANTEE shall provide adequate documentation of staff time, equipment use, and other eligible costs. Any staff overtime charges must be approved by the DEPARTMENT prior to the work being conducted. The GRANTEE shall make the request in writing that includes a justification as to why overtime is necessary and a private company estimate for the work. Equipment rental rates may not exceed the county machinery rates established annually by the Department of Transportation. The GRANTEE shall clarify whether the GRANTEE is requesting DEPARTMENT reimbursement or if the in-kind documentation is to apply to the 22% match.

5. Site Access

The GRANTEE has legal and physical access to the site or facility to conduct all the activities described in the "Scope and Description of Grant Activities" section of this Agreement before this Agreement is executed. If circumstances change resulting in reduction of access, the GRANTEE shall notify the DEPARTMENT immediately in writing.

6. Site Investigation and Remedial Action Plan

A ch. NR 716, Wis. Adm. Code, site investigation and a ch. NR 722, Wis. Adm. Code, remedial action option report must be approved by the DEPARTMENT before the GRANTEE can obtain reimbursement from this grant. If the site investigation and remedial action option report have not already been approved, the GRANTEE shall submit those reports to the DEPARTMENT'S Environmental Project Manager for review and approval. If a site investigation report and/or remedial action option report is not approved by the project manager and further work is necessary for the activity to satisfy the appropriate regulatory requirements, then the additional work must be conducted in order for that report or plan to be approved and eligible grant activities to be reimbursed. Costs incurred to conduct site investigation activities shall not be reimbursed by this grant. Costs to prepare the remedial action option report can be reimbursed by this grant if included in the "Scope and Definitions of Grant Activities" section of this Agreement.

7. Assessment and Investigation Activities

Lead surveys are not reimbursable under this grant.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, will be properly stored and disposed of in accordance with applicable regulations in chs. NR 500 to 590 and chs. NR 600 to 690, Wis. Adm. Code. Disposition of investigative wastes by the GRANTEE must occur within six (6) months of generation of wastes.

Abandonment of any wells or drillholes must be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or drillholes have been abandoned. The date and recipient of the forms shall be noted in the final report.

8. Remedial Actions

All investigation and remedial actions conducted as part of this grant shall follow the procedures and requirements included in s. 292.11, Wis. Stats., and ch. NR 140, Wis. Adm. Code and the NR 700 rule series. Remedial actions eligible for funding are those consistent with the definition in s. NR 700.03(48), Wis. Adm. Code, and those described in the "Scope and Definitions of Grant Activities" section of this Agreement. Nothing in this Agreement shall entitle the GRANTEE or any other party involved with the PROJECT to any special rights, privileges, liability exemptions, or obligations regarding their responsibility to undertake remedial actions under s. 292.11, Wis. Stats., or any other state or federal environmental laws.

9. Waste Disposal

All solid wastes generated at the Site, including contaminated soil and other solid wastes generated during response actions associated with this grant/loan, will be disposed of properly at either a ch. 289, Stats., licensed landfill or in a manner consistent with the applicable provisions of ch. NR 718, Wis. Admin. Code. In limited situations, some solid wastes managed under this Agreement may be eligible for a low hazard exemption under ch. 289, Stats. In order for the response action costs associated with a low-hazard exemption activities to be eligible for reimbursement under this Agreement, the grant/loan recipient will need to receive written, pre-approval of such response actions and costs from the Department's Brownfields and Outreach Section Chief, the RR Project Manager and the Solid Waste program.

Note: Final approval of proposed disposal option – on or off-site - will be in writing and authorized as a component of the Remedial Action Plan (RAP) approval, by the Department's Brownfields and Outreach Section Chief. This Department-written approval of the disposal location is required in advance of any disposal actions taking place. The Department reserves the right to deny payment of transportation and disposal costs if such written approval is not obtained prior to those costs being incurred.

10. Fees

The GRANTEE shall request the DEPARTMENT conduct technical reviews of reports required by this agreement. The review is subject to the fee schedule described in chs. NR 749 or NR 750, Wis. Adm. Code. These fees are eligible for reimbursement if incurred during the grant Agreement period.

11. Hazardous Substances

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in ch. NR 700 series, Wis. Adm. Code.

12. Petroleum or Hazardous Substance Storage Tank Removal

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. SPS 310, Wis. Adm. Code.

Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code. The GRANTEE shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of grant activities to the DEPARTMENT as a component of the final report.

VI. Signatures

The person signing for the GRANTEE represents that he or she is authorized to execute this Agreement and bind the GRANTEE, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the GRANTEE. The GRANTEE promises to execute the purchases and activities funded in part by this grant in strict accordance with the terms and conditions of this Agreement.

**CITY OF KENOSHA
AUTHORIZED REPRESENTATIVE**

By

**Keith Bosman, Mayor
City of Kenosha, Wisconsin**

(Date)

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By

**Darsi Foss, Director
Bureau for Remediation and Redevelopment**

(Date)

List of Exhibits

- A. BRRTS Printout for the Property**
- B. Project Budget Sheet Summary**
- C. Project Manager Summary Page**
- D. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2015**

EXHIBIT A
BRRTS PRINTOUT FOR THE PROPERTY

EXHIBIT B

PROJECT BUDGET SHEET SUMMARY

**City of Kenosha
Kenosha Engine Plant
RRG-047**

| Approved Activity Name | Eligible Costs Hazardous | Match Cost 22% | Total |
|-------------------------------------|-------------------------------------|---------------------------|--------------|
| Remedial Action Planning | | | |
| Public Participation Req. | | | |
| Oversight | | | |
| RA Monitoring | | | |
| Environmental O&M | | | |
| Environmental Cleanup | \$727,000 | \$159,940 | \$886,940 |
| Site Security | | | |
| DNR Fees | | | |
| Other Eligible Costs if Approved | | | |
| Total | \$727,000 | \$159,940 | \$886,940 |

EXHIBIT C

PROJECT MANAGER SUMMARY PAGE

**City of Kenosha, Wisconsin
Former Kenosha Engine Plant
Grant Number RRG-047**

1. PROJECT DESCRIPTION

The Former Kenosha Engine Plant has been used for manufacturing of automobiles since 1900. The site consists of 106 acres, 50 acres of which were developed with buildings and support facilities. Now the site is barren as all of the buildings were razed in late 2012 and early 2013 as part of the Stipulated Order filed with the bankruptcy court. Only the concrete slabs from the buildings remain.

The long history of manufacturing at this facility resulted in contamination of soil and groundwater by chlorinated solvents, petroleum fuels and petroleum-based oils. Known soil impacts include trichloroethene, chlorobenzene, 1,4 dichlorobenzene, and diesel range organics. Known groundwater impacts include benzene, trichloroethene, chlorobenzene and 1,4 dichlorobenzene. All of these compounds were present in materials used in various manufacturing processes at the facility. Also LNAPL plumes are known to exist under buildings in the central area of the site.

2. ELIGIBLE ACTIVITIES

Eligible activities to be performed under this grant include operation, maintenance and monitoring of the groundwater recovery systems, preparation and finalization of the remedial action plan for groundwater source control and plume control actions, interim action for source control of contaminated groundwater, concurrent groundwater monitoring, interim action for source control of contaminated soil (removal), removal documentation and post-removal sampling, groundwater plume control of contaminated groundwater in one area and quarterly groundwater monitoring (4 events) including labor, laboratory and reporting.

3. INELIGIBLE ACTIVITIES

All activities at the site must comply with the grant agreement as well as the United States Bankruptcy Court Stipulated Order, dated October 28, 2011.

4. ADDITIONAL NOTES

The activities associated with this RLF grant are anticipated to be primarily interim actions necessary to address the most severe contamination at the site. It is not anticipated that the conclusion of this grant will coincide with the completed cleanup of the entire site.

EXHIBIT D

US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2015

AGREEMENT

By and Between

**THE CITY OF KENOSHA,
a municipal corporation ("City")**

and

**THE VILLAGE OF PLEASANT PRAIRIE,
a municipal corporation ("Village")**

WHEREAS, the Village entered into an agreement with Payne & Dolan, Inc. ("P & D") effective March 9, 2015, wherein P & D agreed to perform various paving projects for the Village ("Paving Agreement"); and

WHEREAS, the Paving Agreement includes work to be performed in the 9000 and 9100 blocks of 32nd Avenue as shown on Exhibit A attached hereto and incorporated herein; and

WHEREAS, 805 linear feet of the work to be performed on 32nd Avenue lies in the City of Kenosha as depicted on Exhibit A ("Subject Road"); and

WHEREAS, the City and the Village wish to enter into an agreement to address their obligations regarding the Subject Road.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, City and Village agree as follows:

1. VILLAGE OBLIGATIONS. Village warrants and agrees that it will:

- (a) Perform all of its obligations under the Paving Agreement, which by its terms, includes the Subject Road. Those obligations include, but are not limited to, scheduling of contractors and project inspection.
- (b) Monitor P & D's performance regarding the Subject Road and take all steps City, in its discretion, deems necessary to enforce the obligations of P & D.
- (c) Indemnify and hold harmless City, and its officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the Village and/or P & D, involving work performed on the Subject Road by reason of which any person suffers personal injury, death or property loss or damage; provided, however, the provisions of this paragraph 1(c) shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the acts or omissions of City, or any of its officers or employees.
- (d) Indemnify and hold harmless City, and its officers and employees against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees which any of them may hereafter sustain, incur or be required to pay due to the failure of either the Village or P & D to perform under the Paving Agreement.
- (e) Provide City with the same warranty protections for the Subject Road it is

receiving from P & D pursuant to the Paving Agreement.

2. CITY OBLIGATIONS. City warrants and agrees that it will:

- (a) Pay the Village a sum not to exceed Nine Thousand Five Hundred Dollars (\$9500.00) within thirty (30) days of City's acceptance of the work.

3. OWNERSHIP AND MAINTENANCE. Each party shall continue to own and maintain the irrespctive portions of the 9000 and 9100 blocks of 32nd Avenue as shown in Exhibit A.

4. COUNTERPARTS. This Agreement and be executed in two or more counterparts each of which shall be deemed an original.

5. CAPACITY. The persons who execute this Agreement represent and warrant that they are (a) duly authorized to execute this Agreement in their individual or representative capacity as indicated; (b) the execution and delivery of this Agreement by the undersigned, and the performance of its terms have been duly and validly authorized and approved by all requisite action required by law; and (c) this Agreement constitutes the valid and binding agreement of the parties hereto.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto sign this Agreement on the day, month and year noted.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
KEITH G. BOSMAN
Mayor

Date: _____

BY: _____
DEBRA L. SALAS
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

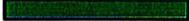
Personally came before me this _____ day of _____, 2015, Keith G. Bosman, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

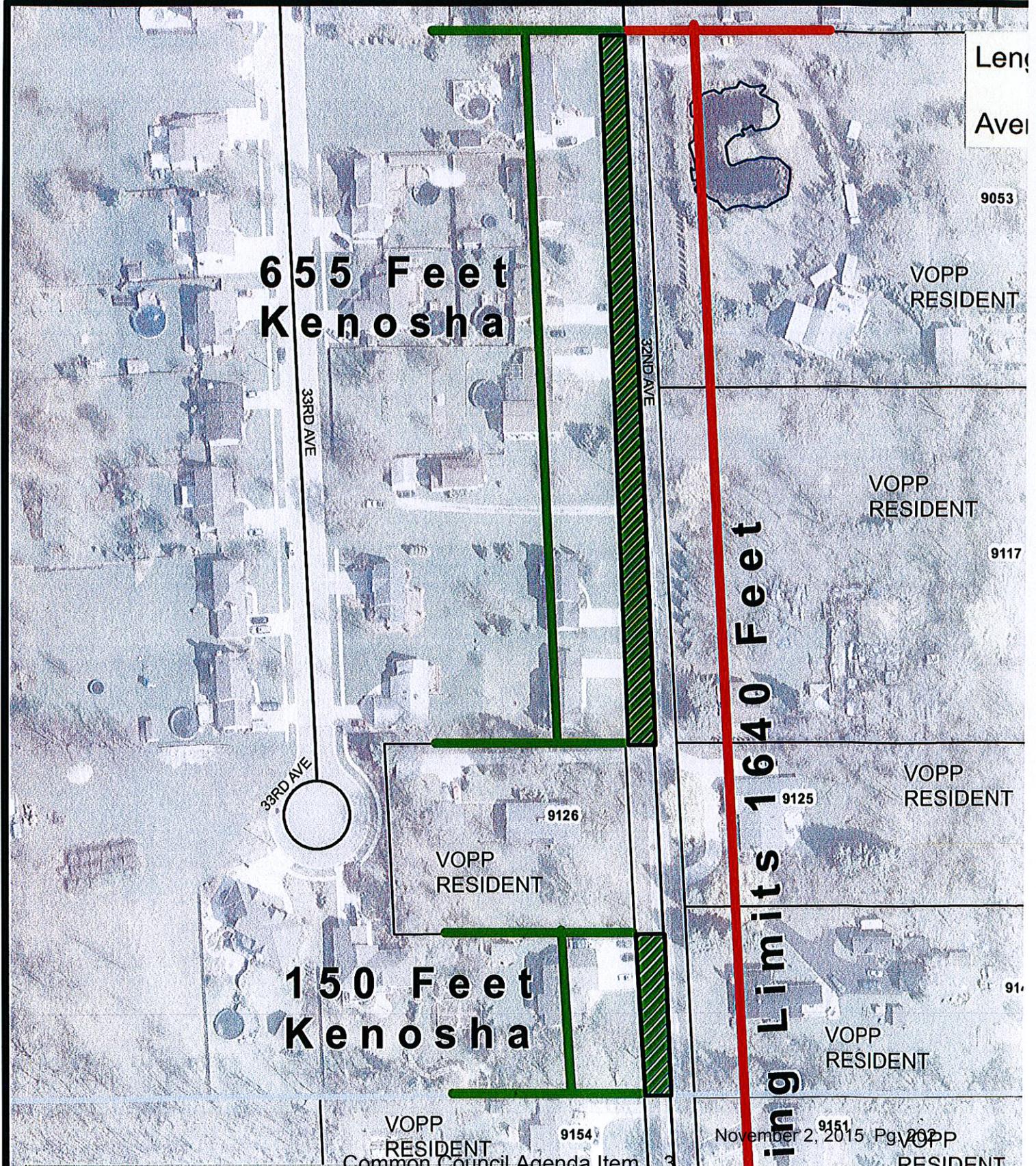
Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____



EXHIBIT A

32nd Avenue

| | |
|---|----------|
|  | WATER |
|  | SANITARY |
|  | STORM |
|  | |



TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Rich Schroeder, Deputy Director 
Department of Community Development and Inspections

SUBJECT: **Request from Jacqueline and Elizabeth Slana to Refund Penalty Fees in the Total Amount of \$384.00 for Work Performed Prior to Obtaining Permits at 7911 23rd Avenue (District 13)**

DATE: October 28, 2015

The owner of the subject property at 7911 23rd Avenue has submitted an appeal for a refund of a penalty fee of \$384.00 for work that began without permits. The penalties applied to the following permits:

HVAC: \$60.00
Plumbing: \$156.00
Residential Alteration: \$168.00

Chapter 9.07 C of the City's Code of General Ordinances states that when a permit is required by this code; and, work is started prior to obtaining such permit, then the fees shall be doubled. Any reduction to the penalty fee requires approval by the Common Council.

The following sequence of events is pertinent to this appeal:

| | |
|--------------------|---|
| July 24, 2015 | A residential electric permit application is submitted by the electrician. The permit is approved and paid for on the same day, as it is an "over the counter" permit |
| September 18, 2015 | The electrical inspector conducts an inspection of the electrical work and notes that new plumbing, alteration, and HVAC work has been done. No permit applications had been submitted for the additional work. A "Stop Work Order" is issued |
| October 12, 2015 | The owner submits permit applications for the HVAC, plumbing, and alteration work that was already started. |
| October 14, 2015 | Permits are issued and a two-times (2X) penalty is applied to the three (3) permits per Section 9.07 C. The applicant pays for the permits and penalty fees and files an appeal request (attached). |

Recommendation:

Since HVAC, Alteration, and Plumbing work was done without permits, a recommendation is made to deny the request.

RPS:saz

APPEAL FORM

Property Address: 7911 23rd Ave, Kenosha Date: 10/14/15

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other _____

Amount: \$ 384.00

Property Owner: Elizabeth Slana

Petitioner: Elizabeth Slana / Jacqueline Slana,

Mailing Address: 11704 45th Ave, Pl. Prairie, WI attorney + mom

Home Phone Number: (262) 942-0889 Daytime Phone Number: (262) 705-3429

E-mail Address: jslana@wi.rr.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

Elizabeth bought this HUD house (which had been vacant 3 years) for 40K. When she went for homeowner's insurance, she was told that her fusebox would have to be updated or she could not get insurance. Minimal electrical work was done to achieve the insurance. She then found asbestos and her dad and brother helped her to knock out the areas where it was so it could be abated/made safe. She is a 22 y.o. who was unaware that these safety changes

Petitioner's Signature: [Signature]

RECEIVED
OCT 14 2015
CDI - Rm 100

required permits. She now has permits.

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

CODE OF GENERAL ORDINANCES, 2015 - KENOSHA, WISCONSIN

1. **Fencing.** The applicant shall install a six (6') foot high chainlink fence, including gates and access to the site, around the perimeter of the construction site in a manner approved by the Code Official. Required fencing shall be installed prior to the commencement of any other Work on the site.

2. **Guarding Site.** The applicant shall take or cause to be taken all steps necessary to properly guard the Work and the site around the Work, to protect the public from damage of or injury to property or Persons.

3. **Other Conditions.** The Code Official may impose additional means of site safety and security measures as deemed necessary by circumstances which are unique to any Work.

J. No Delinquent Special Assessments, Special Charges, or Special Taxes. The issuance of Permits under this Chapter 9 shall be conditioned upon there being no delinquent special assessments, special charges, or special taxes with respect to the real property upon which the Work will be performed. If in the opinion of the Director of the Department of Community Development and Inspections, the permit is required to resolve a condition of imminent danger to public health, safety and welfare, the Director may waive this condition of issuance. If there is a waiver of the conditions of issuance, the Director of the Department of Community Development and Inspections shall notify the Committee of Public Safety and Welfare within 30 days of the waiver.

9.07 FEES

A. Fees. The Common Council shall, from time to time, by Resolution, establish fees for the following Permits, reviews, inspections and services provided by the Department of Community Development and Inspections.

Residential Building, Addition and Alteration
Commercial Building, Addition and Alteration
Accessory Building
Electrical
Plumbing
Heating, Ventilating and Air Conditioning
Plan Reviews
Razings
Moving of Buildings
Street Occupancy
Swimming Pools and Hot Tubs
Signs
Fences
Occupancy
Reinspection
Penalty
Retaining Walls

B. Payment of Fees. The fee for a Permit required pursuant to this Chapter must be paid at the time of application for the Permit. A Permit shall not be valid until such time that the fees required by this Code have been paid. The fee paid for a Permit that was not granted or was not issued will not be refunded.

 **C. Work Started Without Permit.** When a Permit is required by this Code and Work is started prior to obtaining such Permit, the fees required shall be doubled. For the second offense within a twelve (12) month period, starting Work prior to obtaining a Permit, the fee shall be quintupled. For the third such offense within a twelve (12) month period, in addition to the penalties listed above, the Code Official may bar such contractor from Work in the City for a period of one (1) year from the completion date of the project which resulted in the third offense. The payment of such doubled or quintupled fee shall not relieve any Person from complying with the requirements of this Code, nor from any penalties proscribed herein.



Permit #164029 - RSAL +

RSPL #164030
 RSH #164031

APPROVED
 10-14-15
 JMM

APPLICATION PACKET
 FOR
 RESIDENTIAL ALTERATION PERMIT

Project Address 7911 23rd Ave, Kenosha WI 53143

The following items must be completed and submitted as a packet:

1. Residential Alteration permit application
2. n/a Occupancy Residential permit application
3. Plumbing permit application (signed by a Wisconsin-licensed Master Plumber)
4. Permit # 163249 Electrical permit application (signed by a Wisconsin-licensed Master Electrician)
5. HVAC permit application (signed by an individual that possesses a City of Kenosha HVAC license OR a State of Wisconsin HVAC Qualifier license)
6. N/A One (1) set of complete floor plans showing door and window sizes, and hallway and room dimensions of the altered area
 _____ One (1) additional set of floor plans (size 8 1/2" x 11" or 11" x 17")
7. N/A One (1) set of complete cross-section drawings showing structural members, insulation, exterior siding, and interior wall finish
 _____ One (1) additional set of cross-section drawings (size 8 1/2" x 11" or 11" x 17")
8. If you are not submitting floor plans or cross section drawings (items 6 and 7 above), please check item #8 and explain why below:
NO STRUCTURAL CHANGES -

9. Cautionary Statement (required if the property owner is listed as the contractor); OR State Licensing (required if a contractor is listed)

I hereby certify and acknowledge that all of the above required information provided is true and accurate to the best of my knowledge.

Elizabeth Stana
 Signature

RECEIVED
 OCT 12 2015
 by *ms/ia perso*
 CDD, Rm 100

10-11-15
 Date

Note: You will be notified when your permit is ready; please do not submit a permit with permit application.



City of Kenosha
 Department of Neighborhood Services and Inspections
 625 52nd Street, Room 100, Kenosha, WI 53140
 Phone: 262.653.4263, Fax: 262.653.4254

Office Use Only:

Date 10-13-15
 Permit # 164029
 Needs Approval 6/10/15
 Fee'd MS 10/14/15
2x fee

**APPLICATION FOR
 RESIDENTIAL ALTERATION PERMIT**

This document must be legible or will be returned.

Project Address 7911 23rd Ave, Kenosha WI, 53143
 Owner Elizabeth Slana *Contractor Elizabeth Slana
 Mailing Address 7911 23rd Ave, Kenosha WI 53143 Mailing Address 7911 23rd Ave
 City Kenosha State WI zip 53143 City Kenosha State WI zip 53143
 Phone (262) 705-5043 Phone (262) 705-5043
 Contractor e-mail L.SLANA1992@gmail.com

*Note to Contractor: Please see attached "State Licensing Requirements."

Estimated cost (excluding plumbing, electric, and HVAC) \$8500.00

Type of alteration REMOVE DAMAGED PLASTER WALLS AND REPLACE WITH DRYWALL,
 WIDEN STAIRWAY TO BASEMENT, REPLACE 6 WINDOWS,
 INSULATE WALLS AND ATTIC, REPLACE BATH TUB WITH TUB/SURROUND,
 REPLACE ATTIC STAIRWAY (COLLAPSABLE) WITH SMALLER ACCESS DOOR,
 REPLACE DAMAGED SUBFLOOR

Type of Use: Single-family Two-family

Will the work include the addition of a kitchen? Yes No

For Office Use Only:
 Plan File #: _____
 Zoning: Rg-1 OCRE needed: Yes No Zoning Review: BRW

I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all the above information is accurate. If I am an owner applying for an erosion control or construction permit, I have read and signed the attached cautionary statement regarding contractor financial responsibility. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

| DESCRIPTION | PRICE PER UNIT | QUANTITY |
|---------------------------|--|---------------------------|
| PLAN REVIEW - RESIDENTIAL | \$ 60.00 Ea. | |
| ALTERATIONS | \$ 12.00 Per \$1,000 of estimated cost | 8.5 <u>8.5</u> |
| MINIMUM FEE | \$ 60.00 Ea. | |
| ZONING PLAN REVIEW | \$ 60.00 Ea. | <u>(1)</u> |

City of Kenosha
 Department of Community Development and Inspections
 625 52nd Street, Room 100, Kenosha, WI 53140
 Phone: 262.653.4263, Fax: 262.653.4254

Office Use Only:

Date 10-13-15
 Permit # 164030
 Needs Approval [Signature]
 IP _____
 Fee'd ms 10/14/15
2x fee

**APPLICATION FOR
 RESIDENTIAL PLUMBING PERMIT
 (One- or Two-family)**

Project Address 7911 23rd Ave Kenosha WI 53143 Lot # _____
 Property Owner Elizabeth Slana Contractor DJ Kaelber Plumbing LLC
 Mailing Address 7911 23rd Ave Mailing Address PO BOX 580691
 City Kenosha State WI Zip 53143 City Pleasant Prairie State WI Zip 53158
 Phone (262) 705-5043 Phone (262) 705-6834

Contractor e-mail djkaelberplumbing@gmail.com
 Wisconsin Master
 Plumber's License No. 230610/3-31-16
 Note: License is available through the Department
 of Safety and Professional Services (DSPS) at:
<http://dsps.wi.gov/Licenses-Permits/Credentialing>

Estimated Cost: \$4,000.00

Description of Work: replace kitchen sink, replace bathtub, toilet and bathroom sink 1st floor drain pipe, install water heater, replace vent stacks, install new hot & cold water pipes as needed
 CHECK ONE : One-family Two-family _____ CHECK ONE: New Building _____ Existing

| DESCRIPTION | FEE | QUANTITY |
|------------------------------|------------------------|----------|
| NEW 1&2 FAMILY PLUMBING | \$ 180.00 Per Dwelling | |
| PER FIXTURE | \$ 11.00 Ea. | <u>5</u> |
| ROOF DRAIN | \$ 11.00 Ea. | |
| CATCH BASIN/MANHOLES | \$ 24.00 Ea. | |
| BACKFLOW PREVENTER | \$ 11.00 Ea. | |
| SANITARY EJECTOR | \$ 11.00 Ea. | |
| SUMP PUMP | \$ 11.00 Ea. | |
| GAS OPENING | \$ 11.00 Ea. | <u>1</u> |
| INTERIOR SEWER | \$ 30.00 Ea. | |
| WATER HEATER | \$ 18.00 Ea. | <u>1</u> |
| CIRCULATION PUMP | \$ 11.00 Ea. | |
| MINI VENT | \$ 36.00 Ea. | <u>2</u> |
| MISCELLANEOUS | \$ 12.00 Ea. | |
| MINIMUM RESIDENTIAL PLUMBING | \$ 60.00 Ea. | |

After Approval/Processing of this Permit Application:

If you do not intend to proceed with this project, please contact our office at 262.653.4263 to avoid paying the entire cost of the permit. Administrative and/or plan review fees will be charged. Any/all unpaid permit fees, along with an additional \$100.00 Administrative Fee, will be processed as a special charge against the real estate upon which the service was performed.

I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all the permit information herein is accurate. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

Licensee's Signature: [Signature]

Date: Oct 10 2015

Licensee's Name Don Kaelber
 (please print)



City of Kenosha
 Department of Neighborhood Services and Inspections
 625 52nd Street, Room 100, Kenosha, WI 53140
 Phone: 262.653.4263, Fax: 262.653.4254

Office Use Only:

Date 10-13-15
 Permit # 164031
 Needs Approval [Signature]
 IP _____
 Fee'd ms 10/14/15
2 x fee

**APPLICATION FOR RESIDENTIAL
 HEATING, VENTILATING, AIR CONDITIONING PERMIT
 (One- or Two-family)**

This document must be legible or will be returned.

Project Address 7911 23rd Ave Kenosha Lot # _____
 Owner Elizabeth Slana *Contractor PETERSON HEATING & COOLING
 Mailing Address 7911 23rd Ave Mailing Address 4225 45TH AVE
 City Kenosha State WI Zip 53143 City Kenosha State WI Zip 53144
 Phone (262) 705-5043 Phone (262)-909-9470
 Contractor e-mail: Peterson-HVAC@yahoo.com

*Note to Contractor: Please see attached "State Licensing Requirements."

Estimated Cost \$3700.00 Description of Work REPLACE FURNACE AND A/C
 CHECK ONE : One-family Two-family
 CHECK ONE : New Building Existing

Note: No air conditioning units shall be installed in front of the building.

I agree to comply with all applicable codes, statutes, and ordinances, and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the state or municipality; and, certify that all the above information is accurate. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

Applicant Signature: [Signature]

| DESCRIPTION | PRICE PER UNIT | QUANTITY |
|---------------------------|------------------------|----------|
| NEW 1&2 FAMILY HVAC | \$ 180.00 Per Dwelling | _____ |
| FURNACE UP TO 200,000 BTU | \$ 30.00 Ea. | _____ |
| FURNACE WITH A/C | \$ 42.00 Per Unit | <u>1</u> |
| VENTILATION FAN | \$ 14.00 Ea. | _____ |
| AIR COND./UP TO 5 TONS | \$ 4.80 Per Ton | _____ |
| FIREPLACE | \$ 36.00 Ea. | _____ |
| MISCELLANEOUS | \$ 14.00 Ea. | _____ |
| MINIMUM RESIDENTIAL | \$ 60.00 Ea. | _____ |



State of Wisconsin Licensing Requirements for Contractors:

General Contractors of One- or Two-family Dwellings:

Any general contractor that performs work on a one- or two-family dwelling must possess the following two licenses:

- 1) Dwelling Contractor Number: _____ Signature of Designee: _____
 2) Dwelling Qualifier Number: _____
 Dwelling Qualifier Licensee Signature: _____ Print Name: ELIZABETH SLANA

General Contractors of Multi-family Dwellings or Commercial Projects:

Any general contractor that performs work on a multi-family dwelling or commercial property must possess the above two licenses **OR**:

- Building Contractor
 Registration (BCR) Number: _____ Signature of Designee: _____

Contractors of Exterior Sewer and Water Laterals or Interior Plumbing Projects:

Any contractor that performs Exterior Sewer and Water Lateral or interior plumbing work must possess the following two licenses:

- 1) Wisconsin Master Plumber's License Number: _____
 Licensee's Signature: _____ Print Name: _____
 2) Building Contractor
 Registration (BCR) Number: _____ Signature of Designee: _____

Contractors of Electrical Projects:

Any contractor that performs electrical work must possess the following two licenses:

- 1) Wisconsin Master Electrician's License Number: _____
 Licensee's Signature: _____ Print Name: RANDY RASMUSSEN
 2) Wisconsin Electrical
 Contractor Certification Number: _____ Signature of Designee: _____
OR
 Building Contractor Registration (BCR) Number: _____ Signature of Designee: _____

Contractors of HVAC Projects:

Any contractor that performs HVAC work must possess the following two licenses:

- 1) Wisconsin HVAC
 Qualifier Number: 659863 Licensee's Signature: [Signature] 7-10-16 Print Name: John E. Peterson
OR
 City of Kenosha
 HVAC License: _____ Licensee's Signature: _____ Print Name: _____
 2) Wisconsin HVAC
 Contractor Certification Number: 1076429 5-9-16 Signature of Designee: [Signature]
OR
 Building Contractor
 Registration (BCR) Number: _____ Signature of Designee: _____

Note to Property Owners:

If the owner of the property is listed as the general contractor, a license is not required; however, the attached "Cautionary Statement" must be signed by the property owner.

CITY OF KENOSHA
Department of Neighborhood Services and Inspections

CAUTIONARY STATEMENT TO OWNERS OBTAINING BUILDING PERMITS

101.65(lr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

If the owner hires a contractor to perform work under the building permit, and the contractor is not bonded or insured as required under S.101.654(2)(a), the following consequences might occur:

- a) The owner may be held liable for any bodily injury to or death of others or for any damage to the property of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.
- b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the one- and two-family dwelling code or an ordinance enacted under Sub.(1)(a) because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death of others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Owner's Signature: Elizabeth Lane Date: 10-11-15

ADDITIONAL RESPONSIBILITIES FOR OWNERS OF PROJECTS DISTURBING ONE OR MORE ACRE OF SOIL

I understand that this project is subject to Ch. NR 151 regarding additional erosion control and stormwater management and will comply with those standards.

Owner's Signature: Elizabeth Lane Date: 10-11-15

PERMIT ISSUED SUBJECT TO THE FOLLOWING

- 1. Work shall be started within sixty (60) days of the issue date, or permit becomes **expired**.
- 2. Permit expires **six months to one year** after the issue date. See Department for details.
- 3. Fee for permit issued after work has commenced will be **two (2) times** the normal rate.
- 4. The applicant shall be responsible for obtaining the permit for the proper address. A permit is not transferable to another address.
- 5. Permits issued for razing buildings shall become null and void if work is not commenced and completed within thirty (30) days, or as stated.
- 6. All plumbing, electrical, and HVAC work shall be done by licensed contractors under proper permits.
- 7. Remodeled/renovated basement areas are not to be used as sleeping areas; unless in accordance with residential one- and two-family alteration and remodeling standards.
- 8. The applicant assumes full responsibility for proper location of property lines and the proper building/structure location from property lines.



October 29, 2015

Jacqueline Slana
Elizabeth Slana
7911 23rd Avenue
Kenosha, WI 53140

Dear Mses. Slana:

Subject: Appeal of Penalty Fees for Permits for 7911 23rd Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 2, 2015, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti, Secretary

/SAZ

c: Jacqueline Slana, 11706 45th Avenue, Pleasant Prairie, WI 53158

TO: Keith G. Bosman, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Louis F. Chiappetta, Property Maintenance Inspector *L.F.C.*
Department of Community Development and Inspections

SUBJECT: **Request from Bernard Manske to Rescind a Reinspection Fee in the Amount of \$72.00 for Failure to Remove Construction Materials from the Exterior Premises at the Property Located at 7324 31st Avenue**

DATE: October 28, 2015

The owner of the subject property, Bernard Manske, is requesting the rescindment of a reinspection fee in the amount of \$72.00. In his appeal, Mr. Manske states that the reason for the request is that he applied for a fence permit and; if approved, would use the construction materials (bricks) to building a new brick fence.

The following sequence of events is pertinent to this appeal:

| | |
|----------------------|---|
| January 16, 2015 | A complaint was received for items that should not be kept on the exterior of the property |
| February 2, 2015 | An Order was posted on the property instructing the owner to remove scrap metal and tires from the front of the garage and the stack of bricks from the front yard |
| February 20, 2015 | Owner called and left message. Stated he removed the items from the driveway; and, that he planned to use the bricks to build a fence |
| February 27, 2015 | A reinspection showed items removed from driveway |
| April – August, 2015 | Reinspections conducted. Each reinspection revealed that brick was still not removed from the front yard |
| August 27, 2015 | A Final Notice mailed to the owner for the owner to remove the stack of bricks from the front yard. Comply date was September 8, 2015 |
| September 11, 2015 | A reinspection revealed brick stack still in front yard. A reinspection fee of \$72.00 was issued to the property owner. |
| September 14, 2015 | Mr. Manske called and left a message. He stated he would be applying for a fence permit; and, if the permit were approved, he would use up the bricks to build the fence. |

Recommendation:

A recommendation is made to deny the petitioner's request.

LFC:saz

APPEAL FORM

Property Address: 7324 31st Ave Date: 10-16-15

Appeal is for: Special Assessment Reinspection Fee Board-up Fee Penalty Fee
 Other

Amount: \$72.00

Property Owner: Bernard Mariska

Petitioner: _____

Mailing Address: 7324 31st Ave Kenosha WI 53142

Home Phone Number: 262-6547392 Daytime Phone Number: SAME

E-mail Address: _____

Reason for Appeal (if more space is needed, please attach information to this form): _____

Petitioner's Signature: Bernard Mariska



Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

Nov 16-15

In lieu of billing me for
\$72.00 - parcel NO. 01-122-01-389-0090
when I was notified of moving
Black bricks back from the fence line
I moved them back 7' feet to the
sewer main wall - from the fence line
when I was noted again to get them
back farther I applied for a permit
to use them for a new Brick fence
I told the inspector that it would
be better to keep them close to the job
of building the new fence when and
if it gets approved. then I got
this bill for \$72.00

I made a call to the inspector
Louis and to see if I should apply
for a refund of the case and
have it recorded.

Thank you
Bernard Monaka
7324 31st Ave

Residence 1 262 654 7392

parcel Case number 01-122-01-389-0090

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

H150048

CASE #:H150048

INSPECTOR: LOUIS F. CHIAPPETTA

LOCATION: 7324 31 AV

LOT #:

PROP CLASS:A ZONING:RS-3

UNITS: 1

BUILDING:

LAND:I

ACCESS:

PARCEL: 01-122-01-389-009

ALD DIST:08 KURT WICKLAND

EMERGENCY: N OWNER CONTACTED: Y COMPLAINT TAKEN: 01/16/2015 TAKEN BY: HLOUC

COMPLAINANT:

ALD. WICKLUND

PHONE:

OCCUPANT:

NUMBER OF PEOPLE: TIME THERE: EVICTION: MOVING:

CONTACT:

MAKE APPOINTMENT: AVAILABLE:

HOME PHONE:

WORK PHONE:

OWNER:

BERNARD G MANSKE
7324 31ST AVE
KENOSHA, WI 53142-4406
PHONE:

MANAGER:

CAUTION:

REQUEST FOR SERVICE:

CHECK EXTERIOR FOR ALL ITEMS, ETC THAT SHOULD NOT BE KEPT
ON THE EXTERIOR OF THE PROPERTY

ADDITIONAL CASES:

| CASE NUMBER | CASE STATUS | INSP. INIT. | INITIAL DATE |
|----------------|----------------|----------------|-----------------|
| C090322 | NC | MJE | 7/24/09 |
| T140096 | CLO | NUI | 7/31/14 |
| W150508 | CLO | W/G | 6/09/15 |

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

H150048

PAGE 2

CASE #: H150048
LOCATION: 7324 31 AV

INSPECTOR: LOUIS F. CHIAPPETTA

LOT #:

| CASE NUMBER | CASE STATUS | INSP. INIT. | INITIAL DATE |
|----------------|----------------|----------------|-----------------|
| T150164 | CLO | NUI | 8/27/15 |
| W151349 | CLO | W/G | 8/28/15 |

Planning & Zoning
Community Development
262.653.4030
262.653.4045 FAX
Room 308



Building Inspections
Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H150048
February 2, 2015

Bernard G. Manske
7324 31st Avenue
Kenosha, WI 53142

Dear Mr. Manske:

SUBJECT: Property Maintenance Code Violations at 7324 31st Avenue

The City of Kenosha, Department of Community Development and Inspections recently received a complaint regarding the above-referenced premises.

Our investigation of that complaint revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an Order to Repair notice which lists each violation and the time allowed for compliance.

We appreciate your cooperation in correcting the noted violations. If you have any questions regarding this matter, please call me at 262.653.4279. If it is more convenient, you may e-mail me at lchiappetta@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

A handwritten signature in cursive script, appearing to read "Louis F. Chiappetta".

Louis F. Chiappetta
Property Maintenance Inspector

LFC:saz
Attachment

ORDER TO REPAIR

City of Kenosha
Department of Community Development and Inspections
625 52nd Street, Room 100, 262.653.4263

Location of Violation: 7324 31st Avenue
Case #: H150048
Owner/Violator: Bernard G. Manske
7324 31st Avenue
Kenosha, WI 53142

You are hereby notified of the following violations of the *Code of General Ordinances* at the above property. You are required to correct the following violations by February 17, 2015 (except where otherwise noted). Repairs shall be made in a workmanlike manner.

EXTERIOR PREMISES:

Remove the stack of bricks and concrete blocks from the east side of the property.
Remove any other bricks from the east side of the property.
Section 16.17 A(9)

Remove all scrap metals from in front of the garage. Section 16.17 A(4)

Remove all tires from in front of the garage. Section 16.17 A(12)

Keep exterior premises in a clean and sanitary condition free from debris at all times.

Provide a tight fitting lid where there is none on the waste container in front of the garage and near the public sidewalk. Section 16.20 C

Please see attached page for additional information

Louis F. Chiappetta, Inspector Louis Chiappetta
Date of Inspection 1-15-15
Posted on 2-2-15 by Louis Chiappetta

LFC:saz

| IN DATE | FOLLOW-UP | TYPE | TIME | RESULT | COMMENT |
|----------|-----------|------|------|--------|---|
| 01/15/15 | 01/20/15 | INI | | PND | ORDERS TO SUE |
| 02/02/15 | 02/18/15 | PO | | ORD | |
| 02/20/15 | 03/02/15 | PH | | CON | OWNER CALLED AND LEFT MESSAGE. SAID HE MOVED THE BRICKS AND REMOVED TIRES. SAID HE WILL PLACE ID |
| 02/27/15 | 03/03/15 | RI | | VR | ON GARBAGE CA BRICKS HAVE NOT MOVED. |
| 04/09/15 | 04/13/15 | RI | | VR | |
| 04/22/15 | 04/23/15 | RI | | VR | |
| 05/14/15 | 05/26/15 | RI | | VR | |
| 06/11/15 | 06/23/15 | RI | | VR | |
| 07/22/15 | 07/24/15 | RI | | VR | |
| 08/27/15 | 09/09/15 | COR | | FN | |
| 09/11/15 | 10/09/15 | RI | | VR | ENTERED R/I FEE #1 |
| 09/17/15 | 10/16/15 | PH | | CON | RETURNED OWNER'S CALL. HE HAD CALLED ON 9-14-15. TOLD HIM I WAS COMPELLED TO CHARGE HIM A R/I EE. HE HAS OBTAIN |



Case Number: H150048
August 27, 2015

FINAL NOTICE

Bernard G. Manski
7324 31st Avenue
Kenosha, WI 53142

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 7324 31st Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on **February 2, 2015**. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **September 8, 2015**, unless otherwise indicated, you will be issued up to (2) citation(s) at a minimum of \$187.00 each for the violations as listed on the Order to Repair.

- Stack of bricks in the front yard. Remove all bricks from the front yard.
- Scrap/used lumber on the ground along the west side of the garage. Remove all scapt/used lumber from the west wide of the garage.

NOTE: Copy of the City Ordinance is enclosed. Keep exterior premises free from rubbish and debris at all times.

Please call me at 262.653.4279 or e-mail me at lchiappetta@kenosha.org with any questions regarding this notice.

Sincerely,

Louis F. Chiappetta
Property Maintenance Inspector

CODE OF GENERAL ORDINANCES, 2015 - KENOSHA, WISCONSIN

F. Cost Recovery. Upon receipt of a notice from the Chief of Police issued pursuant to **Section D.2.**, the Director of Community Development and Inspections shall charge any Premises owner found to be in violation of this Section the costs of enforcement, including administrative costs, in full or in part. All costs so charged are a lien upon such Premises and may be assessed and collected as a special charge. A One Hundred (\$100.00) Dollar Administrative Fee shall be added to the special assessment against the benefited property.

H. Appeal. Appeal of the determination of the Chief of Police pursuant to **Sections D.1. or D.2.**, or the action of the Director of Community Development and Inspections imposing special charges pursuant to Section F. against the Premises, may be submitted to the Board of Housing Appeals in the manner and under the procedure provided in **Section 16.13** of this Code. However, if no petition for hearing is filed within twenty (20) days following receipt of the notice provided for in **Section D.** by the Premises owner, the Petitioner's right herein provided to a hearing shall be deemed waived by the Petitioner and the hearing petition shall be voided as untimely.

16.16 GENERAL PROPERTY MAINTENANCE REQUIREMENTS

A. Scope. The provisions of this Code shall govern the minimum requirements and the responsibilities of persons for maintenance of Premises (including existing structures, exterior Premises and equipment), whether occupied or vacant.

B. Responsibility. The responsible person (as defined herein) shall maintain their Premises in compliance with this Code. A person shall not occupy a Premises, or permit another person to occupy a Premises which does not comply with the requirements of this Code. Occupants (including owner occupants and tenants) of a Premises are responsible for caring for and maintaining that part of the Premises which they occupy and control, including garages, fences and accessory buildings. All responsible persons shall be jointly and severally responsible for securing compliance of their Premises with this Code.

16.17 EXTERIOR PREMISES

All exterior Premises, including the abutting right-of-ways, lawn park areas, curbs and gutters, shall be maintained by the responsible person or tenant, where relevant, in accordance with this Section.

A. Clean, Sanitary and Reasonably Safe.

1. In a clean and sanitary condition, free from debris.
2. Free from rubbish and garbage which are not contained as provided under **Section 5.06** of the Code of General Ordinances, entitled "Waste Collection and Removal", and any successor Ordinance for purposes of storage and collection, provided storage is for no longer than necessary to accommodate collection, but not longer than seven (7) days.
3. Free from recyclable materials, as defined in **Section 5.119** of the Code of General Ordinances, which are not contained as provided in said **5.06** for purposes of collection and storage, provided storage is for no longer than necessary to accommodate collection, but not longer than fourteen (14) days.
4. Free from nuisance motor vehicles, nuisance boats, scrap metals, and all household furniture not designed for outdoor use.
5. In a condition so as not to become infested with rodents or a rodent harborage.
6. Free from used building materials.
7. Free from animal feces, which were present for more than twenty-four (24) hours.
8. Free from physical hazards.
9. Free from appliances, furnaces, water heaters, water softeners or building materials which are not integrated into a structure within five (5) days of being placed on Premises.
10. Free from any accumulation of combustible materials which are not used as an integral part of an authorized business carried out on the Premises.
11. Free of any raw materials, equipment parts, or bulk commodities, unless said items are a raw

CODE OF GENERAL ORDINANCES, 2015 - KENOSHA, WISCONSIN

(5) For family dwelling units with split levels or open adjacent levels with less than one (1) full story separation between levels, one (1) smoke detector on the upper level shall suffice for an adjacent lower level, including basements.

c. Apartment Buildings, Condominiums, Townhouses Exceeding Sixty (60) Feet (or Six Stories), and All Lodging Houses.

- (1) In the basement.
- (2) At the head of every open stairway.
- (3) At the door on each floor level leading to every enclosed stairway.
- (4) Either in each sleeping area of each dwelling unit or elsewhere in the unit within six (6') feet of each sleeping area and not within a kitchen.
- (5) All smoke detectors in stairways, corridors and other public places in the building shall be directly and permanently wired to a proper unswitched circuit.

d. MultiFamily Dwelling Constructed After April 1, 1995; Additions to MultiFamily Dwelling Constructed After April 1, 1995; Conversion to MultiFamily Dwelling After April 1, 1995.

- (1) In the basement.
- (2) At the head of every open stairway.
- (3) At the door on each floor level leading to every enclosed stairway.
- (4) Either in each sleeping area of each dwelling unit or elsewhere in the unit within six (6') feet of each sleeping area, but not within a kitchen.
- (5) All smoke detectors shall be directly and permanently wired to a proper unswitched circuit and be provided with a backup source of power.

e. Installation. All smoke detectors shall be installed in accordance with the Building Code and the manufacturer's instruction. When actuated, the smoke detectors shall provide an alarm suitable to warn the occupants within the individual room or dwelling unit.

f. Tampering Prohibited. It shall be a violation of this Code for any person to remove or tamper with the smoke detector.

g. Maintenance. The responsible person shall maintain all smoke detectors in the common areas of all residential buildings. The occupant of a dwelling or dwelling unit shall maintain any smoke detector in that dwelling or dwelling unit, except that if any occupant who is not the responsible person, or a State, County, City, Village or Town officer, agent or employee charged under State Statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the responsible person that the smoke detector is not functional, the responsible person shall provide within twenty-four (24) hours after receipt of that notice, any maintenance necessary to make that smoke detector functional.

16.251 REINSPECTION FEES

To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through Resolution may be charged for any reinspection following the initial inspection which resulted in an order for corrective action and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order. Reinspection fees which are not paid by or on behalf of the property owner within thirty (30) days of mailing of an invoice to the property owner of record on the City tax roll shall be charged and collected as a special assessment against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven (7%) percent per annum. There shall also be a One Hundred (\$100.00) Dollar administrative charge added to the fee and special assessment to cover the administrative costs of charging and specially assessing the property.

16.26 PENALTIES

A. Violation Penalties. Any person who shall violate a provision of this Code, shall, upon conviction, be subject to a forfeiture of not more than One Thousand (\$1,000.00) Dollars, and in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate



09/11/2015



October 29, 2015

Bernard Manske
7324 31st Avenue
Kenosha, WI 53140

Dear Mr. Manske:

Subject: Request for Rescindment of Reinspection Fees – 7424 31st Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 2, 2015, at 6:00 p.m. In Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4257 or szampanti@kenosha.org.

Sincerely,

Sue Zampanti
Office Associate

/SAZ

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 19

Approved by Council _____

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

1. Checks numbered from 152610 through 152991 as shown on attached listing consisting of:

| | |
|----------------------------|--------------|
| a. Debt Service | -0- |
| b. Investments | -0- |
| c. All Other Disbursements | 2,245,396.51 |

SUBTOTAL 2,245,396.51

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,227,444.27

TOTAL DISBURSEMENTS APPROVED 3,472,840.78

Daniel Prozanski Jr.

Anthony Kennedy

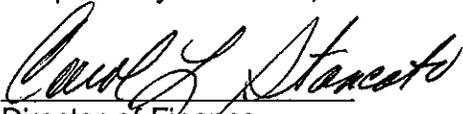
Dave Paff

Rocco LaMacchia Sr.

Bob Johnson

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 #19

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 10/27/15

Prepared By: 

Reviewed By: 

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|--|--|--|
| 152610 | 10/02 | VIKING ELECTRIC SUPPLY | 110-03-53109-713-000 110-03-53109-713-000 | COPPER WIRE 07/15 COPPER WIRE CHECK TOTAL | 4,244.05 1,608.83 5,852.88 |
| 152611 | 10/02 | KENOSHA CO HEALTH DIVISION | 110-04-54101-252-000 | 10/15 HEALTH SERVICE | 50,210.17 |
| 152612 | 10/02 | HWY C SERVICE | 630-09-50101-393-000 110-05-55109-344-000 501-09-50106-344-000 110-05-55109-344-000 | 09/15 CE-#3123 PARTS 09/15 PA-#3123 PARTS 09/15 PA-SERVC/PARTS 09/15 PA-SERVC/PARTS CHECK TOTAL | 1,192.70 489.27 128.24 64.96 1,875.17 |
| 152613 | 10/02 | ICMA RETIREMENT TRUST | 110-00-21572-000-000 110-00-21599-000-000 110-00-21524-000-000 | 09/16-30/15 CONTRIB 09/16-30/15 CONTRIB 09/16-30/15 CONTRIB CHECK TOTAL | 64,930.54 9,208.49 710.00 74,849.03 |
| 152614 | 10/02 | INTERSTATE ELECTRIC SUPPLY | 110-05-55109-344-000 | CONDUIT WASH PARK | 123.38 |
| 152615 | 10/02 | KENOSHA JOINT SERVICES | 110-02-52111-251-000 110-02-52202-251-000 110-02-52103-341-000 110-02-52103-345-000 110-02-52102-341-000 110-02-52102-345-000 110-02-52109-341-000 110-02-52103-341-000 110-02-52101-341-000 110-02-52109-345-000 110-02-52101-345-000 | 10/15 JOINT SERVICE 10/15 JOINT SERVICE 08/15 PATRL FLT GAS 08/15 PATRL FLT MNT 08/15 DETCV FLT GAS 08/15 DETCV FLT MNT 08/15 KSCU FLT GAS 08/15 MOTORCYL FUEL 08/15 ADMN FLT GAS 08/15 KSCU FLT MNT 08/15 ADMN FLT MNT CHECK TOTAL | 224,412.75 56,103.25 17,840.43 5,159.98 2,312.47 1,560.21 844.12 456.78 333.09 252.21 102.31 309,377.60 |
| 152616 | 10/02 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000 | 10/02/15 CITY HRLY 10/02/15 WATER HRLY 10/02/15 MUSEUM HRLY CHECK TOTAL | 8,584.00 3,065.62 15.00 11,664.62 |
| 152617 | 10/02 | SCOUT LEADERS RESCUE SQUAD | 222-09-50101-294-000 | 3RD QTR RETAINER | 1,250.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|---|--|
| 152618 | 10/02 | KENOSHA COUNTY SHERIFF DEPT | 110-02-52108-256-000 | 08/15 PRISONER MAINT | 759.90 |
| 152619 | 10/02 | UNITED HOSPITAL SYSTEMS INC | 110-09-56405-161-000 110-09-56405-161-000 | 8/27/15 D KEHR 8/16/15 BRECHUE CHECK TOTAL | 804.84 567.25 1,372.09 |
| 152620 | 10/02 | KENOSHA NEWS | 407-11-51502-219-000 402-11-51504-586-000 402-11-51504-586-000 | 08/15 PRPSL 15-1417 09/15 PW-RES 74-15 09/15 NOTC 15-1208 CHECK TOTAL | 60.62 53.92 21.76 136.30 |
| 152621 | 10/02 | AMERICAN PLANNING ASSOC | 110-01-51601-323-000 | 10/15-9/16 M MAKI | 425.00 |
| 152622 | 10/02 | SIMPLEX GRINNELL | 110-02-52203-246-000 | CPU | 897.00 |
| 152623 | 10/02 | WE ENERGIES | 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53103-221-000 110-03-53109-221-000 110-05-55102-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55102-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-02-52203-222-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-02-52203-222-000 110-05-55109-221-000 110-03-53109-221-000 632-09-50101-221-000 519-09-50106-221-000 110-05-55109-221-000 110-05-55109-222-000 | #37 08/18-09/17 #37 08/13-09/14 #37 08/17-09/16 #37 08/13-09/14 #37 08/12-09/13 #37 08/11-09/10 #37 08/18-09/17 #37 08/12-09/13 #37 07/22-08/20 #37 08/16-09/15 #37 08/17-09/16 #37 07/19-09/16 #37 08/17-09/16 #37 08/12-09/13 #37 08/16-09/15 #37 07/20-09/17 #37 08/12-09/13 #37 08/13-09/14 #37 08/11-09/10 #37 08/13-09/14 #37 08/11-09/10 #37 08/13-09/14 #37 07/21-09/20 #37 08/19-09/20 #37 08/18-09/17 #37 08/12-09/13 #37 08/19-09/18 #37 08/12-09/13 CHECK TOTAL | 2,740.25 1,588.34 917.55 864.92 693.72 472.74 347.87 296.25 273.67 221.44 217.62 197.09 152.34 148.66 126.44 109.04 87.77 83.77 53.78 45.71 43.41 39.96 35.79 34.69 29.89 10.56 9,833.27 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 152624 | 10/02 | AMERICAN STUDENT ASSISTANCE | 110-00-21581-000-000 | 10/02/15 DEDUCTION | 11.81 |
| 152625 | 10/02 | PFEIFFER TRANSMISSION | 630-09-50101-393-000 | 09/15 #2240 TRANS. R | 1,156.03 |
| 152626 | 10/02 | REINDERS INC. | 110-05-55109-344-000 | BRIGGS ENGINE | 1,562.75 |
| 152627 | 10/02 | KENOSHA WATER UTILITY | 110-05-55109-224-000 | CELEBRATE AMERICA | 210.00 |
| | | | 110-05-55109-224-000 | DOG TANK | 160.00 |
| | | | 110-05-55109-224-000 | CELEBRATE AMERICA | 100.00 |
| | | | 227-09-50101-219-000 | 8/10-9/9/15 GW O&M | 31.74 |
| | | | | CHECK TOTAL | 501.74 |
| 152628 | 10/02 | GOODYEAR TIRE & RUBBER CO. | 520-09-50106-346-000 | 07/15 TIRE MILEAGE | 3,674.81 |
| | | | 520-09-50106-346-000 | 08/15 TIRE MILEAGE | 3,512.48 |
| | | | | CHECK TOTAL | 7,187.29 |
| 152629 | 10/02 | KENOSHA AREA CHAMBER | 110-01-50101-264-000 | 7/28/15 BOSTROM MTG | 35.00 |
| 152630 | 10/02 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/02/15 HRLY DEDCT | 19,246.20 |
| | | | 110-00-21511-000-000 | 10/02/15 HRLY DEDCT | 11,028.98 |
| | | | 110-00-21612-000-000 | 10/02/15 HRLY DEDCT | 11,028.97 |
| | | | 110-00-21614-000-000 | 10/02/15 HRLY DEDCT | 2,974.50 |
| | | | 110-00-21514-000-000 | 10/02/15 HRLY DEDCT | 2,974.41 |
| | | | | CHECK TOTAL | 47,253.06 |
| 152631 | 10/02 | WIS DEPT OF JUSTICE | 110-01-51303-219-000 | 08/15 SERVICES | 49.00 |
| | | | 520-09-50101-219-000 | 08/15 SERVICES | 21.00 |
| | | | | CHECK TOTAL | 70.00 |
| 152632 | 10/02 | SHORT ELLIOTT HENDRICKSON | 403-11-51306-589-000 | 08/15 WETLAND MITIGA | 484.12 |
| 152633 | 10/02 | ALUMINUM FENCE CORPORATION | 405-11-51417-589-831 | SECURITY FENCE | 3,288.00 |
| 152634 | 10/02 | RASCH CONST. & ENGINEERING | 405-11-51317-589-830 | EST 4 THRU 8/27/15 | 54,017.02 |
| 152635 | 10/02 | HOLLAND SUPPLY, INC. | 630-09-50101-393-000 | 09/15 HYDRAULIC FIT | 469.07 |
| | | | 630-09-50101-393-000 | 09/15 #3009-HYDRAULC | 124.98 |
| | | | 501-09-50105-344-000 | 09/15 ST-WTR NOZZLE | 60.54 |
| | | | | CHECK TOTAL | 654.59 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|--|
| 152636 | 10/02 | KENOSHA APPLIANCE PARTS INC | 110-05-55109-344-000 | FILTERS ICE MACHINE | 172.93 |
| 152637 | 10/02 | CONCRETE SPECIALTIES CO. | 501-09-50105-355-000 403-11-51102-588-000 | 09/15 MATERIAL/SUPL 09/15 ST-STRUCT/MTL CHECK TOTAL | 1,090.00 282.00 1,372.00 |
| 152638 | 10/02 | CITRIX SYSTEMS INC. | 110-01-51102-233-000 | LICENSE RENEWAL | 3,294.52 |
| 152639 | 10/02 | VERMEER SALES & SERVICE | 501-09-50106-344-000 | KNIFE SHARPENING | 88.55 |
| 152640 | 10/02 | MANDLIK & RHODES | 501-09-50102-219-000 | 09/15 YW COUPON PRG | 117.19 |
| 152641 | 10/02 | DOOLEY & ASSOCIATES | 411-11-51502-219-000 | CITY BRAND 8/31-9/11 | 497.91 |
| 152642 | 10/02 | CICCHINI ASPHALT LLC | 288-06-50407-259-000 | EST 2 THRU 9/04/15 | 154,879.81 |
| 152643 | 10/02 | FIRST ADVANTAGE | 110-01-51303-219-000 | 8/31 BACKGROUND CKS | 72.50 |
| 152644 | 10/02 | HUMANA CLAIMS | 611-09-50101-155-527 | 09/30/15 MED CLAIMS | 6,576.72 |
| 152645 | 10/02 | PIIONEER COMMERCIAL CLEANING | 110-02-52203-243-000 | 09/15 FD JANITORIAL | 700.00 |
| 152646 | 10/02 | SCHREIBER ANDERSON ASSOC. | 405-11-51217-589-826 405-11-51117-589-823 | 06/15 SIMMONS PH 1 05/15 STRAWBERRY CRE CHECK TOTAL | 1,558.78 452.50 2,011.28 |
| 152647 | 10/02 | CONCRETE SOLUTIONS | 110-03-53109-375-000 | 20" SONOTUBE | 216.00 |
| 152648 | 10/02 | RUEKERT & MIELKE, INC. | 403-11-51312-589-000 403-11-51312-589-000 403-11-51109-589-000 403-11-51109-589-000 403-11-51109-589-000 403-11-51109-589-000 403-11-51109-589-000 403-11-51109-589-000 | 7/11-8/7 AMEND #3 6/13-7/10 AMEND #3 5/16-7/10 46 AV SEWE 6/13-8/7 OVERLAND RT 5/16-8/7 NASH OVERFL 7/11-8/7 46 AV SEWER 5/16-6/12 OVERLAN RT CHECK TOTAL | 13,097.32 6,021.37 2,769.80 2,658.00 2,526.60 1,628.70 553.25 29,255.04 |
| 152649 | 10/02 | EMERGING COMMUNITIES CORP | 420-11-51310-589-000 | 10/15 CONSULTING SRV | 2,500.00 |
| 152650 | 10/02 | HENRY SCHEIN | 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 | 09/15 MEDICAL SUPPL 09/15 MEDICAL SUPPL 09/15 MEDICAL SUPPL 09/15 MEDICAL SUPPL CHECK TOTAL | 889.22 575.25 229.45 109.25 1,803.17 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 152651 | 10/02 | MALSACK, J | 110-09-56501-259-570 | 9/15 1811 57TH ST | 811.91 |
| | | | 110-09-56501-259-570 | 9/15 3707 24 ST-GRS | 370.27 |
| | | | 110-09-56501-259-570 | 9/15 4005 30 AV-GRS | 160.55 |
| | | | 110-09-56501-259-570 | 9/15 1112/15 57 ST | 148.77 |
| | | | 110-09-56501-259-570 | 9/15 2118 53RD ST | 96.74 |
| | | | 110-09-56501-259-570 | 9/15 6212 32 AV-GRS | 81.87 |
| | | | 110-09-56501-259-570 | 9/15 6341 24 AV-GRS | 55.48 |
| | | | 110-09-56501-259-570 | 9/15 4410 73 ST-GRS | 53.06 |
| | | | 110-09-56501-259-570 | 9/15 5810 32 AV-GRS | 18.85 |
| | | | 110-09-56501-259-570 | 9/15 6820 20 AV-GRS | 10.68 |
| | | | | CHECK TOTAL | 1,808.18 |
| 152652 | 10/02 | JENSEN TOWING | 206-02-52205-344-000 | TOW MED 5 8/19/15 | 176.00 |
| | | | 110-02-52103-219-000 | 08/15 15-121050 TOW | 45.00 |
| | | | | CHECK TOTAL | 221.00 |
| 152653 | 10/02 | SAFE ABATEMENT FOR EVERYONE | 496-11-50101-219-000 | FLOOR TILE ABATEMENT | 1,150.00 |
| 152654 | 10/02 | APPLIED ECOLOGICAL SERVICES | 403-11-51110-589-000 | EST 1 THRU 8/31/15 | 12,832.68 |
| 152655 | 10/02 | 4IMPRINT | 110-02-52110-311-000 | PROMO ITEMS | 2,364.50 |
| 152656 | 10/02 | JOHNSON BANK | 110-00-21532-000-000 | 10/02/15 CITY HRLY | 1,122.38 |
| | | | 110-00-21532-000-000 | 10/02/15 WATER HRLY | 489.62 |
| | | | | CHECK TOTAL | 1,612.00 |
| 152657 | 10/02 | ALIA, DUMEZ, DUNN & MCTERNAN | 110-09-56402-219-000 | REVIEW GL CLAIMS | 165.00 |
| 152658 | 10/02 | FASTENAL COMPANY | 110-03-53103-344-000 | 09/15 ST TOOLS/MATER | 342.36 |
| | | | 630-09-50101-393-000 | 09/15 SE #3220 TOOLS | 34.41 |
| | | | | CHECK TOTAL | 376.77 |
| 152659 | 10/02 | REPUBLIC SERVICES | 496-11-50101-219-000 | 8/26 CONSTR/DEBRIS | 181.05 |
| | | | 496-11-50101-219-000 | 8/26 GW FEE | 156.91 |
| | | | | CHECK TOTAL | 337.96 |
| 152660 | 10/02 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 | 10/02/15 DEDUCTION | 104.00 |
| | | | 110-00-21581-000-000 | 10/02/15 DEDUCTION | 87.00 |
| | | | | CHECK TOTAL | 191.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|---|---|
| 152661 | 10/02 | NORTON, JENNY | 110-00-45106-000-000 | WITNESS FEES | 126.00 |
| 152662 | 10/02 | SAE CUSTOMS INC. | 110-02-52203-344-000 | BAL DUE-EQUIP PURCH | 83.20 |
| 152663 | 10/02 | GLEASON REDI-MIX | 403-11-51202-588-000 403-11-51202-588-000 | 08/15 CONCRETE MTRLS 09/15 CONCRETE MTRL CHECK TOTAL | 1,840.00 240.00 2,080.00 |
| 152664 | 10/02 | KENO'S COLLISIONTEK | 110-03-53103-344-000 | REPAIR WORK-FLT 2954 | 1,049.64 |
| 152665 | 10/02 | FORCE AMERICA | 630-09-50101-393-000 | 09/15 PARTS/MATERLS | 482.37 |
| 152666 | 10/02 | MENARDS (KENOSHA) | 110-02-52203-246-000 110-03-53116-361-000 501-09-50105-344-000 206-02-52205-382-000 110-05-55109-248-000 110-03-53110-361-000 110-05-55109-248-000 501-09-50105-344-000 110-03-53110-389-000 | 09/15 FD #5 MERCHAND 09/15 WA MERCHANDISE 09/15 ST MERCHANDISE 09/15 FD #5 MERCHAND 09/15 PA MERCHANDISE 09/15 ST MERCHANDISE 09/15 PA MERCHANDISE 09/15 ST MERCHANDISE 09/15 ST MERCHANDISE CHECK TOTAL | 360.59 225.00 119.00 110.15 69.97 40.94 40.75 17.82 17.46 1,001.68 |
| 152667 | 10/02 | BEECHWOOD DISTRIBUTORS | 524-05-50101-397-000 | 09/15 BEER & SOFT DR | 32.90 |
| 152668 | 10/02 | NORTHLAND CONSULTING | 405-11-51317-219-821 | RETAIN. WALL DESIGN | 1,085.00 |
| 152669 | 10/02 | JASPERSON SOD SERVICE | 110-05-55109-344-000 110-05-55109-344-000 110-05-55109-344-000 | 08/15 SKIDS OF SOD 07/15 SKIDS OF SOD 08/15 SKIDS OF SOD CHECK TOTAL | 144.00 144.00 108.00 396.00 |
| 152670 | 10/02 | SERVICEMASTER RECOVERY SRVC | 110-02-52203-713-000 | FIRE STN7 WATER DMG | 2,795.29 |
| 152671 | 10/02 | WIS SCTF | 110-00-21581-000-000 | 10/02/15 HRLY DEDCT | 1,304.19 |
| 152672 | 10/02 | CARLSON RACINE ROOFING AND | 415-11-51401-583-000 415-11-51201-583-000 | EST 2 THRU 8/11/15 EST 2 THRU 8/11/15 CHECK TOTAL | 76,516.00 7,774.00 84,290.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 152673 | 10/02 | HALLMAN LINDSAY | 110-05-55109-246-000 110-05-55109-246-000 | 09/14 PA-PAINT/PROD 09/15 PA-PAINT/PROD CHECK TOTAL | 54.17 32.37 86.54 |
| 152674 | 10/02 | LOCAL GOVERNMENT PROPERTY | 110-00-15202-000-000 | POLICY ENDORSEMENT | 31.00 |
| 152675 | 10/02 | LEXIS NEXIS DATA MGMT | 110-02-52101-219-000 | 08/15 SEARCHES/LOCAT | 50.00 |
| 152676 | 10/02 | NEW WAVE | 110-02-52203-344-000 | FLOORLINERS | 360.00 |
| 152677 | 10/02 | IAFF/NATIONWIDE | 110-00-21574-000-000 | 09/16-30/15 CONTRIB | 21,087.39 |
| 152678 | 10/02 | UNIQUE DRAPERY LTD | 110-02-52206-369-000 110-02-52203-369-000 | SOLAR SCREENS SOLAR SCREENS CHECK TOTAL | 1,996.00 1,707.00 3,703.00 |
| 152679 | 10/02 | GREAT WEST RETIREMENT SERV. | 110-00-21576-000-000 110-00-21539-000-000 | 09/16-30/15 CONTRIB 09/16-30/15 CONTRIB CHECK TOTAL | 7,819.33 705.00 8,524.33 |
| 152680 | 10/02 | CLARK DIETZ, INC | 631-09-50101-219-000 403-11-51113-589-000 403-11-51113-589-000 402-11-51506-219-000 | 08/15 2015 SERVICES 5/30-6/26 POND DREDG 6/27-7/31 POND DREDG 08/15 SIGNAL EVAL CHECK TOTAL | 20,073.83 6,240.00 4,680.00 600.00 31,593.83 |
| 152681 | 10/02 | MEDICAL COLLEGE OF WISCONSIN | 110-09-56405-161-000 | 8/27/15 FITGERALD | 4,996.80 |
| 152682 | 10/02 | IHC - KENOSHA RADIOLOGY LLC | 110-09-56405-161-000 | 8/16/15 BRECHUE | 49.50 |
| 152683 | 10/02 | UNITED OCC MEDICINE | 110-09-56405-161-000 110-09-56405-161-000 | 8/7/15 EICHNER 8/07/15 EICHNER CHECK TOTAL | 271.80 175.50 447.30 |
| 152684 | 10/02 | AURORA HEALTH CARE | 110-09-56405-161-000 | 7/29/15 D HEROLT | 188.70 |
| 152685 | 10/02 | EXAM WORKS INC | 110-09-56405-161-000 | 9/21/15 BARLETT | 2,053.04 |
| 152686 | 10/02 | COMPREHENSIVE CLINICAL AND | 110-09-56405-161-000 | 8/26/15 PFLUEGER | 101.26 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|---|--------------------------------|
| 152687 | 10/02 | UHS PHYSICIAN CLINIC | 110-09-56405-161-000 | 6/4/15 D KEHR | 394.44 |
| 152688 | 10/02 | COMPTODAY | 110-09-56405-161-000 110-09-56405-161-000 | 8/12-16 T HANSEN 8/7/15 D EICHNER CHECK TOTAL | 129.41 23.75 153.16 |
| 152689 | 10/02 | WISCONSIN SPECIALTY SURGERY | 110-09-56405-161-000 | 8/19/15 J FINLEY | 25,742.00 |
| 152690 | 10/02 | BROOKFIELD ANESTHESIOLOGY | 110-09-56405-161-000 110-09-56405-161-000 | 8/11/15 W/C 8/12/15 T HANSEN CHECK TOTAL | 2,462.16 736.92 3,199.08 |
| 152691 | 10/02 | LGIP MUSEUM | 110-00-21805-000-000 | 10/1 LEVY ALLOC | 139,000.00 |
| 152692 | 10/02 | KOHN LAW FIRM S.C. | 110-00-21581-000-000 | 10/02/15 DEDUCTION | 23.05 |
| 152693 | 10/02 | VLADUSIC, MLADEN | 110-00-21905-000-000 | BEACH HOUSE 9/20/15 | 100.00 |
| 152694 | 10/02 | CHRISTY, VERNA | 110-00-21905-000-000 | BEACH HOUSE 9/19/15 | 300.00 |
| 152695 | 10/02 | GOMEZ, EMILIO | 110-00-21904-000-000 | CASH BOND U124001 | 124.00 |
| 152696 | 10/02 | MENARDS | 110-00-45103-000-000 | FINE-F MAHMUDI | 190.00 |
| 152697 | 10/02 | RILEY, DAVID | 110-02-52204-263-000 | SPCL CLASS EXPENSES | 26.12 |
| 152698 | 10/02 | HAMILTON, WILLIE | 110-02-52103-263-000 | 9/12/15 WINNEBAGO | 12.00 |
| 152699 | 10/02 | HELD, MICHAEL | 110-02-52103-263-000 | 9/17/15 WINNEBAGO | 12.00 |
| 152700 | 10/02 | DE WITT, JEREMY | 245-09-50101-264-000 | 9/17/15 GREEN BAY | 75.00 |
| 152701 | 10/02 | VANG, STEPHEN | 110-02-52103-263-000 | 9/17/15 WINNEBAGO | 12.00 |
| 152702 | 10/02 | PFEFFER, RYAN L | 245-09-50101-264-000 | 9/17/15 GREEN BAY | 75.00 |
| 152703 | 10/02 | SINGH, MOHIT | 110-02-52103-263-000 | 9/17/15 WINNEBAGO | 12.00 |
| 152704 | 10/02 | PATTON, DANI | 110-01-51303-263-000 | 88 MILES TO CVMIC | 50.60 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|-------------------|-----------------------------|----------------------|----------------------|-----------|
| 152705 | 10/07 | WE ENERGIES | 110-03-53109-221-000 | 09/15 STREET LIGHTS | 62,613.26 |
| | | | 110-05-55109-221-000 | 09/15 STREET LIGHTS | 95.83 |
| | | | | CHECK TOTAL | 62,709.09 |
| 152706 | 10/07 | RNOW, INC. | 630-09-50101-393-000 | 09/15 #2922 PARTS/MA | 858.70 |
| | | | 630-09-50101-393-000 | 09/15 PARTS/MATERIAL | 261.00 |
| | | | 630-09-50101-393-000 | 09/15 PARTS/MATERIAL | 176.24 |
| | | | 630-09-50101-393-000 | 09/15 PARTS/MATERIAL | 166.31 |
| | | | 630-09-50101-393-000 | 09/15 PARTS/MATERIAL | 155.69 |
| | CHECK TOTAL | 1,617.94 | | | |
| 152707 | 10/07 | VIKING ELECTRIC SUPPLY | 110-03-53109-374-000 | LUMINAIRE | 1,189.20 |
| | | | 110-03-53109-374-000 | LUMINAIRE | 1,189.20 |
| | | | 632-09-50101-246-000 | 09/15 SE ELECTRICAL | 66.64 |
| | | | 632-09-50101-246-000 | 09/15 SE ELECTRICAL | 4.06 |
| | CHECK TOTAL | 2,449.10 | | | |
| 152708 | 10/07 | INTERSTATE ELECTRIC SUPPLY | 521-09-50101-375-000 | 09/15-AR ELECTRICAL | 88.20 |
| | | | 110-03-53109-375-000 | 09/15-ST ELECTRICAL | 14.81 |
| | | | 110-03-53109-375-000 | 09/15-ST ELECTRICAL | 1.81 |
| | | | | CHECK TOTAL | 104.82 |
| 152709 | 10/07 | UNITED HOSPITAL SYSTEMS INC | 206-02-52205-318-000 | 08/15 DRUGS | 1,218.87 |
| | | | 110-02-52101-219-000 | LAB #15-131609 | 49.60 |
| | | | | CHECK TOTAL | 1,268.47 |
| 152710 | 10/07 | M A TRUCK PARTS | 630-09-50101-393-000 | REPAIR PARTS | 1,391.00 |
| 152711 | 10/07 | KENOSHA COUNTY | 110-02-52105-283-000 | 10/15-MONTHLY RENT | 11,440.25 |
| 152712 | 10/07 | WILLKOMM INC., JERRY | 630-09-50101-392-000 | 09/15 CE DIESEL FUEL | 13,969.94 |
| 152713 | 10/07 | MAGID GLOVE & SAFETY | 110-03-53116-367-000 | GLOVES | 1,205.28 |
| | | | 110-03-53116-367-000 | GLOVES | 518.40 |
| | | | 110-03-53116-367-000 | GLOVES | 518.40 |
| | | | | CHECK TOTAL | 2,242.08 |
| 152714 | 10/07 | PAYNE & DOLAN INC. | 501-09-50105-354-000 | 09/15-SW AGGREGATE M | 10,017.67 |
| 152715 | 10/07 | REINDERS INC. | 110-05-55109-353-000 | 08/15-PA PARTS/SERVI | 193.54 |
| | | | 110-05-55109-249-000 | 08/15-PA PARTS/SERVI | 184.07 |
| | | | 110-05-55109-246-000 | 08/15-PA PARTS/SERVI | 160.49 |
| | | | | CHECK TOTAL | 538.10 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|---|
| 152716 | 10/07 | ZARNOTH BRUSH WORKS, INC. | 501-09-50104-344-000 | 09/15 SWEEPER PARTS/ | 1,629.00 |
| 152717 | 10/07 | BECKER AWNING | 110-02-52206-367-000 110-02-52206-367-000 | 09/15 FD #3 TURNOUT 09/15 FD #7 TURNOUT CHECK TOTAL | 110.00 55.00 165.00 |
| 152718 | 10/07 | MATTHEW BENDER & CO, INC | 110-01-50301-322-000 | 12/15-11/6 SUBSCRIPT | 2,141.06 |
| 152719 | 10/07 | LARK UNIFORM, INC. | 110-02-52103-367-000 | 09/15 #284 UNIFORM I | 99.90 |
| 152720 | 10/07 | AT&T | 110-02-52203-225-000 | 9/22-10/21 REPEATER | 413.26 |
| 152721 | 10/07 | ACL LABORATORIES | 110-02-52101-219-000 | LAB #15-114309 | 13.40 |
| 152722 | 10/07 | KENOSHA ACHIEVEMENT CENTER | 520-09-50301-258-000 520-09-50301-258-000 520-09-50301-258-000 | 10/15 SPCL TRANSPRT 10/15 WKND DISPATCH 10/15 METRA BACK UP CHECK TOTAL | 21,334.00 583.00 166.00 22,083.00 |
| 152723 | 10/07 | OFFICEMAX | 520-09-50106-311-000 110-01-51101-311-000 110-01-52001-311-000 520-09-50106-311-000 110-01-51101-311-000 110-03-53101-311-000 110-01-51201-311-000 110-01-51101-311-000 | 09/15 TD #3259 OFFC 09/15 FN #3260 OFFC 09/15 MC #3257 OFFC 09/15 TD #3259 OFFC 09/15 FN #3261 OFFC 09/15 PW #3258 OFFC 09/15 CT #3262 OFFC 09/15 FN #3260 OFFC CHECK TOTAL | 182.32 75.05 65.19 39.82 35.17 21.05 7.99 1.29 427.88 |
| 152724 | 10/07 | LINCOLN CONTRACTORS SUPPLY | 501-09-50105-361-000 501-09-50105-361-000 501-09-50105-235-000 | 09/15-SW TOOLS/SUPPL 09/15-SW TOOLS/SUPPL 09/15-SW TOOLS/SUPPL CHECK TOTAL | 226.36 150.38 108.00 484.74 |
| 152725 | 10/07 | HARRIS GOLF CARS SALES/SERV | 524-05-50101-344-000 | 08/15-GOLFCART REPAI | 71.94 |
| 152726 | 10/07 | PARKSIDE TRUE VALUE HARDWARE | 405-11-51517-589-831 110-02-52203-382-000 110-05-55109-344-000 | 08/15-PW MERCHANDISE 08/15-FD MERCHANDISE 08/15-PA MERCHANDISE CHECK TOTAL | 43.92 14.99 7.99 66.90 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| 152727 | 10/07 | VERMEER SALES & SERVICE | 630-09-50101-393-000 | 09/15-SE#3009 PARTS/ | 63.04 |
| 152728 | 10/07 | UNITED HOSPITAL SYSTEM | 110-02-52102-219-000 | RECORDS #15-124905 | 79.79 |
| | | | 110-02-52102-219-000 | RECORDS #15-126028 | 79.79 |
| | | | 110-02-52102-219-000 | RECORDS #15-128807 | 61.07 |
| | | | | CHECK TOTAL | 220.65 |
| 152729 | 10/07 | GUTTORMSEN, HARTLEY, | 110-01-50301-219-000 | 08/15-R COLMER | 112.50 |
| | | | 110-01-50301-219-000 | 08/15-J LENCI | 112.50 |
| | | | 110-01-50301-219-000 | 08/15-R ANDERSON | 90.00 |
| | | | | CHECK TOTAL | 315.00 |
| 152730 | 10/07 | GROWER EQUIPMENT & SUPPLY CO | 110-05-55109-344-000 | 09/15-PA PARTS/SUPPL | 141.51 |
| 152731 | 10/07 | H & K SPORTS FIELD LLC | 110-05-55102-249-000 | DELIVERY MAGIC MIX | 640.00 |
| 152732 | 10/07 | MILWAUKEE PC, INC. | 110-01-51102-539-000 | NO OS WORKSTATION | 563.49 |
| 152733 | 10/07 | US CELLULAR | 110-05-55101-226-000 | 09/15 PA-CELL AIRTM | 19.00 |
| | | | 110-05-55101-226-000 | 09/15 PA-CELL AIRTM | 11.65 |
| | | | 110-05-55101-226-000 | 09/15 PA-CELL AIRTM | 2.60 |
| | | | | CHECK TOTAL | 33.25 |
| 152734 | 10/07 | HENRY SCHEIN | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 170.81 |
| | | | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 120.95 |
| | | | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 39.21 |
| | | | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 39.21 |
| | | | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 25.79 |
| | | | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 21.20 |
| | | | 206-02-52205-318-000 | 09/15 MEDICAL SUPPL | 21.20 |
| | | | | CHECK TOTAL | 438.37 |
| 152735 | 10/07 | STERICYCLE, INC | 611-09-50101-155-504 | 09/15 SERVICE | 363.80 |
| 152736 | 10/07 | ADVANCED DISPOSAL | 205-03-53118-253-000 | 07/15 BACK HAULS | 7,362.49 |
| | | | 205-03-53118-253-000 | 8/15 395.75 TONS | 6,945.39 |
| | | | 205-00-46397-000-000 | 07/15 REBATE | 5,911.74CR |
| | | | | CHECK TOTAL | 8,396.14 |
| 152737 | 10/07 | MALSACK, J | 110-09-56501-259-570 | 9/15 5507 23 AV-GRS | 212.53 |
| | | | 110-09-56501-259-570 | 9/15 4308 6 AV-GRAS | 212.34 |
| | | | 110-09-56501-259-570 | 9/15 5503 23 AV-GRS | 172.71 |
| | | | 110-09-56501-259-570 | 9/15 1926 54 ST-GRS | 171.00 |
| | | | 110-09-56501-259-570 | 9/15 5103 28 AV-GRS | 165.30 |
| | | | 110-09-56501-259-570 | 9/15 3004 41 ST-GRS | 143.02 |
| | | | 110-09-56501-259-570 | 9/15 1807 50 ST-GRS | 110.20 |
| | | | 110-09-56501-259-570 | 9/15 4417 29 AV-GRS | 89.87 |
| | | | 110-09-56501-259-570 | 9/15 6341 12 AV-GRS | 88.39 |
| | | | 110-09-56501-259-570 | 9/15 2010 56 ST-GRS | 86.29 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| | | | 110-09-56501-259-570 | 9/15 2103 56 ST-GRS | 10.81 |
| | | | 110-09-56501-259-570 | 9/15 4914 SHER-GRAS | 10.69 |
| | | | | CHECK TOTAL | 1,473.15 |
| 152738 | 10/07 | KENOSHA STARTER & ALTERNATOR | 630-09-50101-393-000 | 09/15-SE#2717 PARTS/ | 69.76 |
| 152739 | 10/07 | INSTY-PRINTS | 110-02-52201-311-000 | 09/15 FD-NONCONVEY | 397.64 |
| 152740 | 10/07 | FIFTY STATES DIST. | 110-02-52203-259-000 | 08/15-FD LAUNDRY SER | 2,934.98 |
| 152741 | 10/07 | AMERICAN HYDRAULICS | 630-09-50101-393-000 | 09/15 SE PARTS/SERVI | 1,410.00 |
| 152742 | 10/07 | CDW-G | 210-06-51601-259-000 | 09/15 COMPUTER EQUIP | 422.19 |
| 152743 | 10/07 | ABLE DISTRIBUTING COMPANY | 110-05-55109-246-000 | 09/15 PA PLUMBING SU | 73.00 |
| 152744 | 10/07 | MTS SAFETY | 110-02-52108-367-000 | APPAREL | 581.80 |
| 152745 | 10/07 | LOGISTICS PLUS | 205-03-53118-219-000 | 09/15-TIRE RECYCLING | 1,300.00 |
| 152746 | 10/07 | DEMARK, KOLBE & BRODEK, SC | 110-01-50101-219-000 | 08/15 LEGAL SERVICES | 357.00 |
| 152747 | 10/07 | NORTHLAND EQUIPMENT | 630-09-50101-393-000 | 09/15-SE#3219 PARTS | 328.22 |
| 152748 | 10/07 | MSC INDUSTRIAL SUPPLY | 110-02-52203-344-000 | 09/15-FD SUPPLIES/RE | 577.87 |
| | | | 110-02-52203-385-000 | 09/15-FD SUPPLIES/RE | 53.41 |
| | | | | CHECK TOTAL | 631.28 |
| 152749 | 10/07 | MENARDS (KENOSHA) | 110-05-55109-357-000 | 09/15-PA MERCHANDISE | 76.75 |
| | | | 110-05-55109-344-000 | 09/15-PA MERCHANDISE | 67.56 |
| | | | 501-09-50105-344-000 | 09/15-SW MERCHANDISE | 31.44 |
| | | | 110-05-55109-244-000 | 09/15-PA MERCHANDISE | 25.98 |
| | | | 501-09-50105-344-000 | 09/15-ST MERCHANDISE | 21.34 |
| | | | | CHECK TOTAL | 223.07 |
| 152750 | 10/07 | GOODNOUGH, BRUCE C. | 110-01-52001-219-000 | SUB JUDGE 9/25/15 | 200.00 |
| 152751 | 10/07 | PIONEER ATHLETICS | 110-05-55102-344-000 | 08/15-DRIVE CABLE | 127.90 |
| | | | 110-05-55102-344-000 | 08/15-COMPRESS SPRIN | 44.90 |
| | | | | CHECK TOTAL | 172.80 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 152752 | 10/07 | HANSEN'S POOL & SPA INC | 110-01-51801-382-000 | 9/15 SUPPL/FOUNTAIN | 77.94 |
| 152753 | 10/07 | VERNON GRAPHIX | 631-09-50101-311-000 | DOOR DECALS/ENG | 60.00 |
| 152754 | 10/07 | SKM, LLC | 110-02-52203-344-000 | 09/15 MATERIALS & LA | 448.26 |
| 152755 | 10/07 | TRUSTMARK VOLUNTARY BENEFIT | 110-00-21538-000-000 | 09/15 DEDUCTIONS | 1,887.21 |
| 152756 | 10/07 | CREUZIGER ENTERPRISES, INC | 222-09-50101-259-000 | FALL FEST | 207.00 |
| 152757 | 10/07 | ILLINOIS DEPT OF REVENUE | 110-00-21518-000-000 | 09/15 DEDUCTIONS | 249.64 |
| 152758 | 10/07 | VENDETTA, TAMARA J | 222-09-50101-259-000 | FALL FEST 10/10/15 | 200.00 |
| 152759 | 10/07 | GRAINGER | 110-02-52206-259-000 | 09/15-FD PARTS/MATER | 158.28 |
| | | | 501-09-50105-344-000 | 09/15-SW PARTS/MATER | 119.28 |
| | | | 110-02-52206-259-000 | 09/15-FD PARTS/MATER | 41.28 |
| | | | 501-09-50105-344-000 | 09/15-SW PARTS/MATER | 31.36 |
| | | | 501-09-50105-344-000 | 09/15-SW PARTS/MATER | 31.36 |
| | | | 501-09-50105-344-000 | 09/15-SW CREDIT PART | 31.36CR |
| | | | | CHECK TOTAL | 350.20 |
| 152760 | 10/07 | TIME WARNER CABLE | 110-01-51102-233-000 | 10/15 AIRPORT-ROADRU | 139.95 |
| | | | 110-01-51102-233-000 | 9/19-10/18 STORES GA | 139.95 |
| | | | 521-09-50101-219-000 | 10/15 CABLE CONTRACT | 21.62 |
| | | | | CHECK TOTAL | 301.52 |
| 152761 | 10/07 | SCHMITT PROTECTIVE SERVICES | 110-01-51801-246-000 | 08/15 SECURITY CHECK | 85.00 |
| 152762 | 10/07 | WHOLESALE DIRECT INC | 630-09-50101-393-000 | 09/15 PARTS/MATERIAL | 539.73 |
| | | | 206-02-52205-344-000 | 09/15 FD PARTS & MAT | 64.77 |
| | | | | CHECK TOTAL | 604.50 |
| 152763 | 10/07 | FABCO RENTS | 405-11-51517-589-831 | EQUIP DREAM PLAYGRD | 866.50 |
| 152764 | 10/07 | MILWAUKEE SPRING AND | 630-09-50101-393-000 | 09/15 PARTS & LABOR | 76.43 |
| 152765 | 10/07 | GILLIG CORPORATION | 520-09-50201-347-000 | 09/15-BUS PARTS | 492.16 |
| | | | 520-09-50201-347-000 | 09/15-BUS PARTS | 60.60 |
| | | | 520-09-50201-347-000 | 09/15-BUS PARTS | 60.12 |
| | | | 520-09-50201-347-000 | 09/15-BUS PARTS | 53.48 |
| | | | | CHECK TOTAL | 666.36 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 152766 | 10/07 | MILWAUKEE TRUCK SALES INC | 630-09-50101-393-000 | 07/15 CE #1959 REPAI | 9.95 |
| 152767 | 10/07 | RED THE UNIFORM TAILOR | 110-02-52103-367-000 | 09/15 PD-UNIFORMS | 271.80 |
| | | | 110-02-52206-367-000 | 09/15 FD-UNIFORMS | 163.70 |
| | | | 110-02-52103-367-000 | 08/15 PD-UNIFORMS | 87.98 |
| | | | 110-02-52103-365-000 | 09/15 PD-UNIFORMS | 24.00 |
| | | | 110-02-52103-367-000 | 09/15 PD-UNIFORMS | 12.95 |
| | | | | CHECK TOTAL | 560.43 |
| 152768 | 10/07 | UNITED HEALTHCARE INSURANCE | 110-00-21534-000-000 | 10/15 DEDUCTS | 1,432.41 |
| 152769 | 10/07 | IOD INCORPORATED | 110-09-56405-161-000 | 9/21/15 BARTLETT | 22.46 |
| | | | 110-09-56405-161-000 | 9/17/15 MIFFLIN | 9.26 |
| | | | 110-09-56405-161-000 | 9/14/15 MIFFLIN | 8.19 |
| | | | | CHECK TOTAL | 39.91 |
| 152770 | 10/07 | HEALTHPORT | 110-09-56405-161-000 | 9/11/15 LEIPZIG | 10.29 |
| 152771 | 10/07 | AURORA HEALTH CARE | 110-01-51303-216-000 | 09/15 SCREENS | 339.00 |
| | | | 520-09-50101-216-000 | 09/15 SCREENS | 157.00 |
| | | | 110-00-15601-000-000 | 09/15 SCREENS | 44.00 |
| | | | | CHECK TOTAL | 540.00 |
| 152772 | 10/07 | OCCUCARE SYSTEMS & SOLUTION | 110-09-56405-161-000 | 9/02/15 J LENCI | 659.90 |
| 152773 | 10/07 | KELLY, JILL LLC | 110-09-56405-161-000 | 9/3-21/15 HODGES | 45.00 |
| 152774 | 10/07 | HILL, KARRY | 110-00-21905-000-000 | BEACH HOUSE 9/27/15 | 300.00 |
| 152775 | 10/07 | MCGINLEY, JOAN | 110-00-46394-000-000 | APPLIANCE STICKER | 15.00 |
| 152776 | 10/07 | DANIEL, CHARMAINE | 110-00-21905-000-000 | PENNOYER 7/10/15 | 150.00 |
| 152777 | 10/07 | GLUNN, RANDAL | 110-00-46394-000-000 | APPLIANCE STICKER | 15.00 |
| 152778 | 10/07 | TK KENOSHA, LLC | 110-00-45103-000-000 | FINE PYMT N1363895 | 300.00 |
| | | | 110-00-21901-000-000 | FINE PYMT N1363895 | 78.00 |
| | | | | CHECK TOTAL | 378.00 |
| 152779 | 10/07 | SALAS, DEBRA | 110-01-51306-312-000 | POSTAGE FIRE DEPT | 5.95 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|----------------------|----------------------|------------|
| 152780 | 10/07 | HELD, MICHAEL | 110-02-52103-263-000 | WINNEBAGO 9/20/15 | 12.00 |
| 152781 | 10/07 | PEDERSON, ARNOLD | 110-02-52107-263-000 | MADISON 9/24/15 | 8.00 |
| 152782 | 10/07 | BANDI, DANIEL | 110-01-51303-144-000 | FALL 2015 TUITION | 939.20 |
| 152783 | 10/07 | MORETTI, PEP | 110-02-52103-263-000 | 9/25/15 WINNEBAGO | 12.00 |
| 152784 | 10/07 | KATT, TIMOTHY | 110-02-52106-323-000 | REG FEE-9/21-25 | 25.00 |
| 152785 | 10/07 | BRECHUE, AUSTIN J | 110-02-52107-263-000 | WIS DELLS 9/21-23 | 36.00 |
| 152786 | 10/07 | BISCIGLIA, PETER | 110-02-52103-263-000 | WINNEBAGO 9/20/15 | 12.00 |
| 152787 | 10/07 | BAUER, JACOB | 110-02-52107-263-000 | WIS DELLS 9/21-23 | 36.00 |
| 152788 | 10/07 | CEPRESS, JENNIFER | 110-02-52107-263-000 | WIS DELLS 9/21-23 | 36.00 |
| | | | 110-02-52103-263-000 | WINNEBAGO #15-143542 | 12.00 |
| | | | | CHECK TOTAL | 48.00 |
| 152789 | 10/07 | RE/MAX ELITE TRUST ACCT. | 461-11-51501-581-000 | EARNEST 4822 37 AVE | 1,000.00 |
| 152790 | 10/09 | BINDELLI CONSTRUCTION INC | 110-09-56501-259-569 | 09/15 1811 57 ST | 306.12 |
| | | | 110-09-56501-259-569 | 09/15 704 75 ST | 160.00 |
| | | | 110-09-56501-259-569 | 09/15 1827 65 ST | 140.00 |
| | | | 110-09-56501-259-569 | 09/15 2023 61 ST | 125.00 |
| | | | 110-09-56501-259-569 | 09/15 4404 52 ST | 98.00 |
| | | | 110-09-56501-259-569 | 09/15 5007 33 AV | 84.24 |
| | | | 110-09-56501-259-569 | 09/15 5706 8 AVE | 80.00 |
| | | | 110-09-56501-259-569 | 09/15 1802 63 ST | 72.12 |
| | | | | CHECK TOTAL | 1,065.48 |
| 152791 | 10/09 | CHESTER ELECTRONICS SUPPLY | 110-01-51801-389-000 | 09/15 MB PARTS & MAT | 151.80 |
| 152792 | 10/09 | KENOSHA AREA CONVENTION & | 110-00-41204-999-000 | PROJ 2015 4TH PYMT | 124,288.70 |
| 152793 | 10/09 | INTERSTATE ELECTRIC SUPPLY | 110-03-53116-246-000 | 09/15-WA ELECTRICAL | 220.00 |
| | | | 110-03-53109-375-000 | 09/15-TD ELECTRICAL | 114.64 |
| | | | 110-03-53109-375-000 | 10/15-ST ELECTRICAL | 37.69 |
| | | | 110-03-53116-246-000 | 10/15-WA ELECTRICAL | 7.90 |
| | | | | CHECK TOTAL | 380.23 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|------------|
| 152794 | 10/09 | KRANZ, INC. | 630-09-50101-393-000 | 09/15-SE PRODUCTS/MA | 1,106.18 |
| 152795 | 10/09 | UNITED HOSPITAL SYSTEMS INC | 110-02-52101-219-000 | 9/15 LAB #15-134687 | 99.20 |
| | | | 110-02-52101-219-000 | 9/15 LAB #15-133444 | 99.20 |
| | | | 110-02-52101-219-000 | 8/15 LAB #15-129863 | 99.20 |
| | | | 110-02-52101-219-000 | 9/15 LAB 15-1312782 | 99.20 |
| | | | 110-02-52101-219-000 | 8/15 LAB #15-115112 | 49.60 |
| | | | 110-02-52101-219-000 | 8/15 LAB #15-107202 | 49.60 |
| | | | 110-02-52101-219-000 | 9/15 LAB #15-119900 | 49.60 |
| | | | 110-02-52101-219-000 | 8/15 LAB #15-131043 | 49.60 |
| | | | 110-02-52101-219-000 | 9/15 LAB #15-134715 | 49.60 |
| | | | 110-02-52101-219-000 | 9/15 LAB #15-140759 | 49.60 |
| | | | | CHECK TOTAL | 694.40 |
| 152796 | 10/09 | UNITED HOSPITAL SYSTEMS INC | 110-09-56405-161-000 | 8/23/15 W/C | 819.19 |
| 152797 | 10/09 | KENOSHA NEWS | 110-01-50101-321-000 | 9/9/15 1ST READ ORD | 21.10 |
| | | | 110-01-50101-321-000 | 9/9/15 2ND READ ORD | 17.07 |
| | | | | CHECK TOTAL | 38.17 |
| 152798 | 10/09 | LANDMARK TITLE CORPORATION | 110-09-56501-259-565 | 09/15 704 75 ST | 50.00 |
| | | | 110-09-56501-259-565 | 09/15 3705 52 ST | 50.00 |
| | | | | CHECK TOTAL | 100.00 |
| 152799 | 10/09 | MONROE TRUCK EQUIPMENT | 630-09-50101-393-000 | 09/15-SE#3250 PARTS | 128.43 |
| 152800 | 10/09 | SHOPKO STORES | 520-09-50106-389-000 | 09/15-TD MERCHANDISE | 50.38 |
| 152801 | 10/09 | WIS DEPT OF REVENUE | 110-00-21512-000-000 | 09/16-30/15 DEDUCTS | 107,318.42 |
| 152802 | 10/09 | OAKES & SON, INC., A. W. | 496-11-50101-219-000 | EST 3 THRU 9/18/15 | 103,895.00 |
| 152803 | 10/09 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 09/15-ASPHALT MATERI | 1,422.72 |
| 152804 | 10/09 | REINDERS INC. | 524-05-50101-344-000 | SERVICE/PARTS | 1,520.39 |
| 152805 | 10/09 | BOYS AND GIRLS CLUB | 288-06-50608-259-000 | #5855491-SUBR AGRMT | 17,174.46 |
| 152806 | 10/09 | KENOSHA WATER UTILITY | 758-09-51608-259-000 | 2/29-8/22 UTILS | 107.09 |
| | | | 758-09-51607-259-000 | 2/19-8/19/15 UTILS | 101.16 |
| | | | 217-06-51613-259-000 | #5855694 UTILITIES | 97.15 |
| | | | 758-09-51610-259-000 | 2/28-8/31 UTILS | 30.38 |
| | | | | CHECK TOTAL | 335.78 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| | | | 501-09-50101-225-000 | 10/15 PHONE CALLS | .64 |
| | | | 524-05-50101-225-000 | 10/15 PHONE CALLS | .28 |
| | | | 520-09-50401-227-000 | 10/15 PHONE CALLS | .19 |
| | | | | CHECK TOTAL | 12,431.60 |
| 152815 | 10/09 | PAT'S SERVICES, INC. | 524-05-50101-282-000 | 8/17-9/13 GOLF CRSE | 252.00 |
| | | | 110-05-55108-282-000 | 8/13-9/9 SO PIER | 140.00 |
| | | | 110-05-55108-282-000 | 8/13-9/9 HARBOR PK | 140.00 |
| | | | 205-03-53119-282-000 | 8/11-9/7 PORTABLE TO | 112.00 |
| | | | | CHECK TOTAL | 644.00 |
| 152816 | 10/09 | WIS DEPT OF REVENUE | 110-00-21581-000-000 | 09/15 DEDUCTIONS | 582.00 |
| | | | 110-00-21581-000-000 | 09/15 DEDUCTIONS | 124.69 |
| | | | | CHECK TOTAL | 706.69 |
| 152817 | 10/09 | LINCOLN CONTRACTORS SUPPLY | 110-05-55109-361-000 | 08/15-PA TOOLS/SUPPL | 36.66 |
| 152818 | 10/09 | NATIONAL CONSTRUCTION RENTAL | 110-09-56501-259-565 | 8/14-9/10-6415 28TH | 293.88 |
| 152819 | 10/09 | WISCONSIN WOMEN'S BUSINESS | 237-06-50402-259-000 | #5855548-SUBR AGRMT | 3,799.53 |
| 152820 | 10/09 | ROSS & WHITE COMPANY | 520-09-50201-347-000 | PARTS FOR BUS WASH | 1,218.50 |
| 152821 | 10/09 | ACCURATE PRINTING CO., INC. | 110-02-52103-311-000 | 09/15 PD-RADAR LOGS | 144.00 |
| | | | 110-02-52103-311-000 | 09/15 PD-UNIFORM PR | 41.00 |
| | | | | CHECK TOTAL | 185.00 |
| 152822 | 10/09 | OLSON TRAILER AND BODY | 405-11-51520-579-000 | REPLACEMENT DUMP BOX | 13,751.00 |
| | | | 110-05-55109-344-000 | INSTALL HOIST | 3,240.00 |
| | | | 405-11-51520-579-000 | STAINLESS STEEL DUMP | 500.00 |
| | | | | CHECK TOTAL | 17,491.00 |
| 152823 | 10/09 | CONCRETE SPECIALTIES CO. | 501-09-50105-355-000 | 09/15 ST MATERIALS/S | 564.00 |
| | | | 501-09-50105-355-000 | 09/15 ST MATERIALS/S | 470.00 |
| | | | 403-11-51102-588-000 | 09/15 ST STRUCTURES/ | 341.00 |
| | | | 501-09-50105-355-000 | 09/15 ST MATERIALS/S | 150.00 |
| | | | | CHECK TOTAL | 1,525.00 |
| 152824 | 10/09 | STARFIRE SYSTEMS, INC. | 632-09-50101-235-000 | SERVICE CALL | 115.00 |
| | | | 632-09-50101-235-000 | MILEAGE CHARGES | 7.50 |
| | | | | CHECK TOTAL | 122.50 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 152825 | 10/09 | SERWE IMPLEMENT MUNICIPAL | 630-09-50101-393-000 | 09/15-SE PARTS/SERVI | 429.53 |
| 152826 | 10/09 | PARKSIDE TRUE VALUE HARDWARE | 110-05-55109-246-000 | 08/15 PA MERCHANDISE | 53.79 |
| 152827 | 10/09 | AECOM TECHNICAL SERVICES INC | 227-09-50101-219-000 420-11-51310-589-000 227-09-50101-219-000 | 7/11-8/10 GW O & M 8/8-9/4 ENVIR SUPPT 8/8-9/4 GW O & M CHECK TOTAL | 5,906.26 2,515.54 1,626.32 10,048.12 |
| 152828 | 10/09 | MANDLIK & RHODES | 501-09-50102-219-000 501-09-50102-219-000 501-09-50102-219-000 | 09/15 ADMN YW PROG 09/15 YW COUPON PRG 09/15 YW COUPON PRG CHECK TOTAL | 350.00 229.19 60.00 639.19 |
| 152829 | 10/09 | JAMES IMAGING SYSTEMS, INC. | 110-01-50101-232-000 501-09-50101-232-000 631-09-50101-232-000 110-03-53101-232-000 110-02-52201-232-000 110-01-50101-232-000 110-01-51301-232-000 110-01-51303-232-000 110-01-51601-232-000 110-01-50301-232-000 520-09-50301-232-000 110-02-52201-232-000 110-01-51301-232-000 110-05-55101-232-000 110-01-50901-232-000 501-09-50105-232-000 110-01-52001-232-000 110-03-53103-232-000 521-09-50101-232-000 520-09-50301-232-000 631-09-50101-232-000 501-09-50101-232-000 110-03-53101-232-000 | 09/15 CT-COPIER MNT 09/15 PW-COPIER CHGS 09/15 PW-COPIER CHGS 09/15 PW-COPIER CHGS 09/15 FD-COPIER MNT 08/15 CT-OVERAGES 08/15 AD-OVERAGES 09/15 HR-COPIER MNT 09/15 CD-COPIER MNT 08/15 LE-OVERAGES 09/15 TD-COPIER MNT 08/15 FD-OVERAGES 09/15 AD-COPIER MNT 09/15 PA-COPIER MTN 09/15 AS-COPIER MNT 08/15 ST-COPIER MNT 09/15 MC-COPIER MNT 09/15 ST-COPIER MNT 09/15 AR-COPIER MNT 08/15 TD-OVERAGES 08/15 PW-OVERAGES 08/15 PW-OVERAGES 08/15 PW-OVERAGES CHECK TOTAL | 572.67 172.22 172.09 172.09 151.94 115.90 67.38 66.24 56.24 49.24 39.37 39.11 37.50 36.45 35.00 25.27 21.42 15.49 15.16 4.35 .94 .94 .47 1,867.48 |
| 152830 | 10/09 | AMERICAN POWER/COMM GROUP | 110-03-53109-374-000 | LIGHT POLE | 6,300.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------|----------------------|----------------------|----------|
| 152831 | 10/09 | CINTAS CORP. | 110-01-51801-246-000 | 06-08/15 MB COLLECT/ | 180.00 |
| 152832 | 10/09 | FRONTIER | 110-02-52203-225-000 | 9/22-10/21 FIRE | 49.55 |
| 152833 | 10/09 | US CELLULAR | 110-01-51102-226-000 | 7-9/15 DP-REMOTE ACC | 349.40 |
| 152834 | 10/09 | CUMMINS NPOWER, LLC | 520-09-50201-347-000 | 09/15 TD ENGINE PART | 376.13 |
| | | | 520-09-50201-347-000 | 09/15 TD ENGINE PART | 132.04 |
| | | | 520-09-50201-347-000 | 09/15 TD ENGINE PART | 66.02 |
| | | | 520-09-50201-347-000 | 08/15 TD ENGINE PART | 44.10 |
| | | | | CHECK TOTAL | 618.29 |
| 152835 | 10/09 | VERIZON WIRELESS | 501-09-50103-226-000 | 09/15 EN-DATA PLAN | 172.63 |
| | | | 501-09-50106-226-000 | 09/15 EN-DATA PLAN | 43.16 |
| | | | 631-09-50101-226-000 | 09/15 EN-DATA PLAN | 21.58 |
| | | | 206-02-52205-226-000 | 09/15 FD-DATA PLAN | 21.58 |
| | | | 110-03-53107-226-000 | 09/15 ST-DATA PLAN | 21.58 |
| | | | 110-03-53107-226-000 | 09/15 ST-DATA PLAN | 21.58 |
| | | | | CHECK TOTAL | 302.11 |
| 152836 | 10/09 | MALSACK, J | 461-11-51501-581-000 | 09/15 CUTTING-C | 1,753.96 |
| | | | 463-11-51402-219-000 | 09/15 CUTTING-B | 1,022.67 |
| | | | 463-11-51402-219-000 | 09/15 CUTTING-D | 870.51 |
| | | | 110-09-56501-259-570 | 9/15 1712 55 ST-GRS | 149.89 |
| | | | 110-09-56501-259-570 | 9/15 4053 30 AV-GRS | 100.68 |
| | | | 758-09-51608-259-000 | 9/15 5810 19 AV-GRS | 36.00 |
| | | | 758-09-51607-259-000 | 9/15 6105 25 AV-GRS | 36.00 |
| | | | 217-06-51603-259-000 | 9/15 #5854196 MNT | 36.00 |
| | | | | CHECK TOTAL | 4,005.71 |
| 152837 | 10/09 | JENSEN TOWING | 110-02-52103-219-000 | 09/15-#15-141253 TOW | 45.00 |
| | | | 110-02-52103-219-000 | 09/15-SQD#3168 TOWIN | 15.00 |
| | | | | CHECK TOTAL | 60.00 |
| 152838 | 10/09 | JOHNSON BANK | 110-00-21532-000-000 | 10/09/15 CITY HRLY | 1,122.38 |
| | | | 110-00-21532-000-000 | 10/09/15 WATER HRLY | 489.62 |
| | | | | CHECK TOTAL | 1,612.00 |
| 152839 | 10/09 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 | 10/09/15 DEDUCTION | 104.00 |
| | | | 110-00-21581-000-000 | 10/09/15 DEDUCTION | 87.00 |
| | | | | CHECK TOTAL | 191.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------------|----------------------|----------------------|----------|
| 152840 | 10/09 | ABLE DISTRIBUTING COMPANY | 110-05-55109-249-000 | 09/15 PA PLUMBING SU | 269.00 |
| | | | 110-05-55109-249-000 | 08/15 PA PLUMBING SU | 152.74 |
| | | | 110-05-55109-246-000 | 08/15 PA PLUMBING SU | 46.78 |
| | | | 110-05-55109-249-000 | 07/15 PA PLUMBING SU | 39.43 |
| | | | | CHECK TOTAL | 507.95 |
| 152841 | 10/09 | INNOVATIVE FLOORS | 217-06-51611-259-000 | #5851902-CLEANING | 210.00 |
| | | | 217-06-51610-259-000 | #5855049-CLEANING | 210.00 |
| | | | 217-06-51602-259-000 | #5855048-CLEANING | 210.00 |
| | | | | CHECK TOTAL | 630.00 |
| 152842 | 10/09 | LOGISTICS PLUS | 205-03-53118-219-000 | 09/15-TIRE RECYCLING | 1,300.00 |
| 152843 | 10/09 | WAUSAU EQUIPMENT CO. | 630-09-50101-393-000 | 09/15 PLOW PARTS/MAT | 6,088.56 |
| 152844 | 10/09 | MSC INDUSTRIAL SUPPLY | 630-09-50101-393-000 | 09/15 CE FASTENERS | 563.24 |
| 152845 | 10/09 | WASTE MANAGEMENT | 633-09-50101-253-000 | 10/15 LI WEEKLY PICK | 98.14 |
| | | | 110-01-51801-246-000 | 10/15 MB PULL CHARGE | 58.87 |
| | | | | CHECK TOTAL | 157.01 |
| 152846 | 10/09 | STATE BAR OF WISCONSIN | 110-01-50301-322-000 | 09/15-LEGAL PUBLICAT | 68.15 |
| | | | 110-01-50301-322-000 | 09/15-LEGAL PUBLICAT | 65.53 |
| | | | | CHECK TOTAL | 133.68 |
| 152847 | 10/09 | FORCE AMERICA | 630-09-50101-393-000 | PARTS | 5,188.94 |
| 152848 | 10/09 | MENARDS (KENOSHA) | 206-02-52205-382-000 | 09/15-FD MERCHANDISE | 438.88 |
| | | | 206-02-52205-382-000 | 09/15-FD#5 MERCHANDI | 86.59 |
| | | | 405-11-51517-589-831 | 09/15-DREAM PLAYGROU | 68.00 |
| | | | 206-02-52205-382-000 | 09/15-FD MERCHANDISE | 47.02 |
| | | | 110-05-55109-344-000 | 09/15-PA MERCHANDISE | 40.73 |
| | | | 501-09-50105-389-000 | 09/15-ST MERCHANDISE | 31.96 |
| | | | 110-05-55109-357-000 | 09/15-PA MERCHANDISE | 28.15 |
| | | | 110-02-52203-246-000 | 09/15-FD#5 MERCHANDI | 20.49 |
| | | | 630-09-50101-393-000 | 09/15-CE MERCHANDISE | 10.54 |
| | | | | CHECK TOTAL | 772.36 |
| 152849 | 10/09 | SHERWIN INDUSTRIES | 110-03-53103-355-000 | 08/15-ST SLIP&SLIDE | 1,041.01 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|--|
| 152850 | 10/09 | HABITAT FOR HUMANITY | 247-06-50401-259-000 287-06-50401-259-000 235-06-50401-259-000 | #5855569 15 OPER #5855569 15 OPER #5855590 15 OPER CHECK TOTAL | 17,392.15 5,682.12 4,011.89 27,086.16 |
| 152851 | 10/09 | BEST DOCTORS | 611-09-50101-155-527 | 09/15 PREMIUM | 1,517.90 |
| 152852 | 10/09 | BELLE CITY FIRE EXTINGUISHER | 110-05-55109-235-000 110-02-52103-389-000 | 08/15 PA EXTINGUISHE 09/15 PD EXTINGUISHE CHECK TOTAL | 963.70 67.70 1,031.40 |
| 152853 | 10/09 | K C'S MUDJACKING | 210-06-51601-259-000 | MUDJACKING | 300.00 |
| 152854 | 10/09 | WIS SCTF | 110-00-21581-000-000 | 10/09/15 HRLY DEDCT | 1,304.19 |
| 152855 | 10/09 | KENOSHA COUNTY | 110-09-56501-259-567 | 09/09/15 RES 105-15 | 1,247.95 |
| 152856 | 10/09 | WOMEN AND CHILDRENS HORIZONS | 288-06-50607-259-000 | #5855520-SUBR AGRMT | 2,207.00 |
| 152857 | 10/09 | BOUND TREE MEDICAL, LLC | 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 | 09/15 FD MEDICAL SUP 09/15 FD MEDICAL SUP 09/15 FD MEDICAL SUP CHECK TOTAL | 1,655.47 594.00 459.95 2,709.42 |
| 152858 | 10/09 | CARLIN HORTICULTURAL | 110-05-55103-361-000 | NURSERY TOOLS | 447.86 |
| 152859 | 10/09 | INLAND POWER GROUP | 520-09-50201-344-000 | GENERATOR INSPECTION | 1,438.00 |
| 152860 | 10/09 | CLEANCO | 633-09-50101-243-000 | 09/15 JANITORIAL SRV | 970.25 |
| 152861 | 10/09 | AIRGAS NORTH CENTRAL | 632-09-50101-389-000 110-05-55109-235-000 110-05-55109-235-000 206-02-52205-389-000 206-02-52205-344-000 206-02-52205-389-000 | 09/15 SE INDUSTRIAL 08/15 PA INDUSTRIAL 07/15 PA INDUSTRIAL 09/15 FD #4 INDUSTRI 09/15 FD #5 INDUSTRI 08/15 FD #2 INDUSTRI CHECK TOTAL | 199.06 113.85 113.85 97.98 93.70 8.06 626.50 |
| 152862 | 10/09 | KENOSHA GROUNDS CARE | 110-05-55102-249-000 | IRRIGATION REPAIRS | 2,100.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 152863 | 10/09 | BALL HORTICULTURE CO | 110-05-55103-353-000 | 08/15 PA FLOWERS, PL | 636.76 |
| 152864 | 10/09 | IOD INCORPORATED | 110-09-56405-161-000 | 9/22/15 W/C | 15.08 |
| 152865 | 10/09 | KENOSHA EMERGENCY PHYSICIANS | 110-09-56405-161-000 | 8/24/15 W/C | 318.60 |
| | | | 110-09-56405-161-000 | 8/23/15 W/C | 318.60 |
| | | | | CHECK TOTAL | 637.20 |
| 152866 | 10/09 | UNITED OCC MEDICINE | 110-09-56405-161-000 | 8/17/15 W/C | 257.40 |
| 152867 | 10/09 | COMPREHENSIVE CLINICAL AND | 110-09-56405-161-000 | 9/23/15 W/C | 1,000.00 |
| | | | 110-09-56405-161-000 | 4/22/15 W/C | 101.26 |
| | | | | CHECK TOTAL | 1,101.26 |
| 152868 | 10/09 | COMPREHENSIVE ORTHOPAEDICS | 110-09-56405-161-000 | 7/15/15 W/C | 1,036.70 |
| | | | 110-09-56405-161-000 | 8/14/15 W/C | 164.31 |
| | | | 110-09-56405-161-000 | 8/10/15 W/C | 123.20 |
| | | | | CHECK TOTAL | 1,324.21 |
| 152869 | 10/09 | WISCONSIN SPECIALTY SURGERY | 110-09-56405-161-000 | 9/4/15 W/C | 1,741.95 |
| 152870 | 10/09 | BROOKFIELD ANESTHESIOLOGY | 110-09-56405-161-000 | 8/19/15 W/C | 2,932.68 |
| 152871 | 10/09 | NGHP | 110-09-56405-161-000 | 9/23/15 PFLUEGER | 11.69 |
| 152872 | 10/09 | KOHN LAW FIRM S.C. | 110-00-21581-000-000 | 10/09/15 DEDUCTION | 23.05 |
| 152873 | 10/09 | AVENUE A ARTS | 110-00-21905-000-000 | S BEACHHOUSE 9/25-26 | 300.00 |
| 152874 | 10/09 | SPARESUS, BRIAN & JENNIFER | 501-00-21128-000-000 | ESCROW 1602 24TH AVE | 2,000.00 |
| 152875 | 10/09 | MELICHAR, JASON | 110-02-52107-263-000 | 9/24/15 MADISON | 8.00 |
| 152876 | 10/09 | PFLUEGER, TERRY | 110-09-56405-166-000 | LUMP SUM MED W/C | 2,490.60 |
| 152877 | 10/12 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | CITY HOURLY | 8,584.00 |
| | | | 110-00-21562-000-000 | WATER HOURLY | 3,065.62 |
| | | | 110-00-21562-000-000 | MUSEUM HOURLY | 15.00 |
| | | | | CHECK TOTAL | 11,664.62 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 152878 | 10/14 | BLONER, JOHN JR | 761-09-50101-264-000 761-09-50101-311-000 | DOMAIN RENEWAL EVENT TICKETS CHECK TOTAL | 48.32 31.82 80.14 |
| 152879 | 10/14 | RNOW, INC. | 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 | 09/15-SE PARTS/MATER 09/15-SE#2886 PARTS/ 09/15-SE PARTS/MATER 09/15-SE PARTS/MATER CHECK TOTAL | 833.64 414.84 249.60 71.42 1,569.50 |
| 152880 | 10/14 | CLERK OF CIRCUIT COURT | 110-01-50301-219-000 | 13 SMALL CLAIMS | 65.00 |
| 152881 | 10/14 | VIKING ELECTRIC SUPPLY | 110-03-53109-375-000 110-05-55109-248-000 110-03-53109-375-000 110-05-55109-248-000 110-03-53109-375-000 110-03-53109-375-000 | 09/15-ST ELECTRICAL 09/15-PA ELECTRICAL 09/15-ST ELECTRICAL 09/15-PA ELECTRICAL 09/15-ST ELECTRICAL 09/15-ST ELECTRICAL CHECK TOTAL | 99.74 43.70 38.43 25.18 9.38 .68 217.11 |
| 152882 | 10/14 | KENOSHA CO HEALTH DIVISION | 290-06-50501-259-000 | #5855237-RELOCATE | 7,132.91 |
| 152883 | 10/14 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/15/15 SAL DEDUCTS | 42,446.36 |
| 152884 | 10/14 | UNITED WAY OF KENOSHA COUNTY | 110-00-21541-000-000 | 10/15/15 SAL DEDUCTS | 975.92 |
| 152885 | 10/14 | KENOSHA NEWS | 520-09-50106-311-000 | BUS SCHEDULES | 3,466.00 |
| 152886 | 10/14 | KENOSHA POLICE & FIREMEN'S | 110-00-21563-000-000 | 10/15/15 SAL DEDUCTS | 85,023.00 |
| 152887 | 10/14 | KENOSHA WATER UTILITY | 227-09-50101-223-000 | 06/30-8/31/15 | 1,047.98 |
| 152888 | 10/14 | WE ENERGIES | 633-09-50101-221-000 110-03-53109-221-000 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 632-09-50101-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53103-221-000 522-05-50102-221-000 110-03-53109-221-000 110-03-53116-221-000 110-05-55109-221-000 110-05-55111-221-000 110-05-55109-221-000 110-05-55109-221-000 110-02-52203-221-000 | #38 07/30-08/28 #38 08/25-09/24 #38 08/26-09/27 #38 08/27-09/28 #38 08/24-09/23 #38 07/30-08/28 #38 08/23-09/22 #38 08/25-09/24 #38 07/30-09/28 #38 08/20-09/21 #38 08/20-09/21 #38 08/23-09/22 #38 08/20-09/21 #38 08/23-09/22 #38 08/20-09/21 #38 08/25-09/24 #38 08/21-09/22 #38 08/23-09/22 #38 07/31-08/31 | 3,377.35 3,364.98 1,767.10 1,542.65 1,384.12 1,375.78 1,023.59 941.66 890.46 889.95 733.66 707.98 569.55 540.97 534.91 396.34 317.39 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| | | | 110-03-53109-221-000 | #38 08/26-09/25 | 272.36 |
| | | | 110-03-53103-221-000 | #38 08/26-09/27 | 230.52 |
| | | | 110-03-53109-221-000 | #38 07/29-08/27 | 168.28 |
| | | | 519-09-50103-221-000 | #38 08/26-09/27 | 93.35 |
| | | | 110-05-55109-222-000 | #38 07/29-08/27 | 34.14 |
| | | | 110-03-53117-221-000 | #38 08/23-09/22 | 32.98 |
| | | | 110-05-55109-221-000 | #38 08/24-09/23 | 27.19 |
| | | | 110-05-55106-222-000 | #38 08/24-09/23 | 26.82 |
| | | | 110-05-55109-221-000 | #38 08/26-09/27 | 18.40 |
| | | | 110-05-55109-222-000 | #38 08/26-09/27 | 15.97 |
| | | | 522-05-50102-222-000 | #38 08/20-09/21 | 14.33 |
| | | | 110-05-55109-222-000 | #38 08/20-09/21 | 10.56 |
| | | | 110-05-55111-222-000 | #38 08/24-09/23 | 9.90 |
| | | | | CHECK TOTAL | 21,313.24 |
| 152889 | 10/14 | AMERICAN STUDENT ASSISTANCE | 110-00-21581-000-000 | 10/15/15 SAL DEDUCTS | 307.40 |
| 152890 | 10/14 | PAYNE & DOLAN INC. | 501-09-50105-354-000 | 09/15 AGGREGATE MATE | 5,404.57 |
| | | | 501-09-50105-354-000 | 09/15 AGGREGATE MATE | 1,051.32 |
| | | | 110-03-53103-355-000 | 09/15 ASPHALT MATERI | 367.22 |
| | | | | CHECK TOTAL | 6,823.11 |
| 152891 | 10/14 | REINDERS INC. | 110-05-55109-353-000 | GLYPHOSATE PRO 4, | 490.54 |
| | | | 110-05-55109-353-000 | GLYPHOSATE PRO 4, | 461.54 |
| | | | | CHECK TOTAL | 952.08 |
| 152892 | 10/14 | WISCONSIN FUEL & HEATING | 630-09-50101-393-000 | 09/15 CE LUBRICANTS/ | 10,031.00 |
| 152893 | 10/14 | BADGER OIL EQUIPMENT CO. | 630-09-50101-393-000 | 09/15 SE FUEL PUMP R | 327.62 |
| 152894 | 10/14 | C.J.W., INC. | 524-05-50101-397-000 | 10/15-G0 BEVERAGES | 49.35 |
| 152895 | 10/14 | FABICK | 630-09-50101-393-000 | 09/15 SE PARTS & MAT | 613.10 |
| | | | 630-09-50101-393-000 | 09/15 SE #2644 PARTS | 31.90 |
| | | | 630-09-50101-393-000 | 09/15 SE PARTS & MAT | 22.41 |
| | | | 630-09-50101-393-000 | 09/15 SE #2831 PARTS | 15.48 |
| | | | 630-09-50101-393-000 | 09/15 SE CREDIT | 150.75CR |
| | | | 630-09-50101-393-000 | 09/15 SE CREDIT | 158.53CR |
| | | | | CHECK TOTAL | 373.61 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 152896 | 10/14 | KENOSHA WATER UTILITY | 110-00-21913-000-000 110-00-21914-000-000 | 09/15-TEMP PERMITS 09/15-WATER BILL COL CHECK TOTAL | 3,439.56 3,271.57 6,711.13 |
| 152897 | 10/14 | INLAND DETROIT DIESEL | 630-09-50101-393-000 | 09/15-SE#2357 MATERI | 74.65 |
| 152898 | 10/14 | CHASE BANK KENOSHA | 761-00-21513-000-000 761-00-21511-000-000 761-09-50101-158-000 761-00-21514-000-000 761-09-50101-158-000 | 09/15 KCM DEDUCTS 09/15 KCM DEDUCTS 09/15 KCM DEDUCTS 09/15 KCM DEDUCTS 09/15 KCM DEDUCTS CHECK TOTAL | 635.00 406.92 406.89 95.18 95.15 1,639.14 |
| 152899 | 10/14 | DREAMSCAPE LAWN CARE | 633-09-50101-249-000 633-09-50101-249-000 633-09-50101-249-000 | 09/15 WEEKLY LAWN CA 09/15 BUSH TRIMMING 09/15 FERTILIZER CHECK TOTAL | 160.00 135.00 45.00 340.00 |
| 152900 | 10/14 | CITIES & VILLAGES MUTUAL INS | 110-09-56405-219-000 | 2015 4TH QTR ADM | 6,000.00 |
| 152901 | 10/14 | ZAK, PAUL | 110-02-52203-165-000 | 10/15 BENEFITS | 861.97 |
| 152902 | 10/14 | FIREFIGHTERS ASSOC/KENOSHA | 110-00-21515-000-000 | 10/15/15-SAL DEDUCTS | 4,130.00 |
| 152903 | 10/14 | LINCOLN CONTRACTORS SUPPLY | 501-09-50105-361-000 501-09-50105-344-000 110-03-53110-361-000 405-11-51517-589-831 | 09/15-SW TOOLS/SUPPL 09/15-SW TOOLS/SUPPL 09/15-ST TOOLS/SUPPL 09/15-DREAM PLAYGROU CHECK TOTAL | 269.00 188.00 17.59 8.59 483.18 |
| 152904 | 10/14 | KENOSHA FIREFIGHTER C.A.R.E. | 110-00-21564-000-000 | 10/15/15 SAL DEDUCTS | 955.00 |
| 152905 | 10/14 | GORDIE BOUCHER FORD OF KENO | 110-03-53103-344-000 110-03-53103-344-000 | CHECK LIGHTS, SURCHARGE CHECK TOTAL | 75.00 4.88 79.88 |
| 152906 | 10/14 | WMCA DISTRICT 5 | 110-01-51901-264-000 | 11/12/15 WMCA MTNG | 101.00 |
| 152907 | 10/14 | MORRISSEY, JOHN W | 110-02-52110-311-000 110-02-52107-263-000 110-02-52103-311-000 110-02-52103-364-000 110-02-52102-365-000 110-02-52103-345-000 | 10/15 PETTY CASH 10/15 PETTY CASH 10/15 PETTY CASH 10/15 PETTY CASH 10/15 PETTY CASH 10/15 PETTY CASH CHECK TOTAL | 411.00 172.76 47.46 36.91 26.16 12.99 707.28 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 152908 | 10/14 | GROWER EQUIPMENT & SUPPLY CO | 110-05-55109-344-000 | 09/15-PA PARTS/SUPPL | 8.42 |
| 152909 | 10/14 | GENFARE | 520-09-50201-347-000 | 09/15-TD FARE BOX PA | 147.84 |
| 152910 | 10/14 | CONSERV FS, INC. | 110-05-55102-354-000 | 09/15 PA ATHLETIC MA | 597.60 |
| 152911 | 10/14 | JANTZ'S YARD 4 AUTOMOTIVE | 630-09-50101-393-000 | 09/15-SE#3006 PARTS | 100.00 |
| 152912 | 10/14 | ELECTRICAL CONTRACTORS, INC | 110-05-55102-247-000 110-05-55109-248-000 405-11-51517-589-831 110-05-55102-247-000 | 08/15 PA DIAMOND LTN 08/15 PA DIAMOND LTN COOLER SERV-DRM PLAY 08/15 PA DIAMOND LTN CHECK TOTAL | 180.97 174.00 87.00 87.00 528.97 |
| 152913 | 10/14 | KENOSHA STARTER & ALTERNATOR | 630-09-50101-393-000 630-09-50101-393-000 | 09/15-SE#2644 PARTS 09/15-SE#2393 PARTS/ CHECK TOTAL | 223.98 68.92 292.90 |
| 152914 | 10/14 | FRED PRYOR SEMINARS | 631-09-50101-264-000 | OSHA CONF-K ELDER | 179.00 |
| 152915 | 10/14 | PELION BENEFITS, INC. | 110-00-21517-000-000 | 10/1-15/15 DEDUCTS | 4,734.11 |
| 152916 | 10/14 | JOHNSON BANK | 110-00-21532-000-000 | 10/15/15 SAL DEDUCTS | 31,305.02 |
| 152917 | 10/14 | TOMAHAWK LIVE TRAP, LLC | 110-02-52106-365-000 | 32 X 10 X 12 TRAPS | 1,360.83 |
| 152918 | 10/14 | FASTENAL COMPANY | 110-03-53103-385-000 632-09-50101-389-000 110-03-53103-385-000 110-03-53113-389-000 630-09-50101-393-000 630-09-50101-393-000 | 09/15 ST TOOLS/MATER 09/15 SE TOOLS/MATER 09/15 ST TOOLS/MATER 09/15 ST TOOLS/MATER 09/15 SE #2310 TOOLS 09/15 SE #2483 TOOLS CHECK TOTAL | 389.98 285.00 163.98 70.16 10.36 4.08 923.56 |
| 152919 | 10/14 | FOSTER COACH SALES, INC. | 206-02-52205-344-000 206-02-52205-344-000 | 09/15 FD REPAIR PART 09/15 FD REPAIR PART CHECK TOTAL | 234.54 201.87 436.41 |
| 152920 | 10/14 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 110-00-21581-000-000 | 10/15/15 DEDUCTS 10/15/15 DEDUCTS CHECK TOTAL | 743.00 400.00 1,143.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|---|--|
| 152921 | 10/14 | WISCONSIN CHIEFS OF POLICE | 110-01-51303-326-000 | PD CHIEF WEB AD | 50.00 |
| 152922 | 10/14 | STAPLES | 110-02-52103-311-000 | 09/15 PD MISC OFFICE | 216.74 |
| 152923 | 10/14 | J EWENS DESIGN INC | 520-09-50201-344-000 | 09/15-BUS#3509 3M VI | 534.20 |
| 152924 | 10/14 | NORTHLAND EQUIPMENT | 630-09-50101-393-000 | 09/15-SE#2816 PARTS | 53.95 |
| 152925 | 10/14 | OLIVER ADJUSTMENT COMPANY | 110-00-21581-000-000 | 10/15/15 DEDUCTS | 598.04 |
| 152926 | 10/14 | STATE BAR OF WISCONSIN | 110-01-50301-264-000 110-01-50301-264-000 | PINNACLE RNWL PINNACLE RNWL CHECK TOTAL | 1,099.00 1,099.00 2,198.00 |
| 152927 | 10/14 | MENARDS (KENOSHA) | 501-09-50105-357-000 110-02-52203-382-000 405-11-51517-589-831 110-02-52204-344-000 110-05-55109-357-000 110-02-52203-361-000 110-05-55109-361-000 | 09/15-SW MERCHANDISE 09/15-FD#3 MERCHANDI 09/15-DREAM PLAYGROU 09/15-FD MERCHANDISE 09/15-PA MERCHANDISE 09/15-FD#3 MERCHANDI 09/15-PA MERCHANDISE CHECK TOTAL | 54.90 43.63 23.49 23.43 16.85 13.35 5.00 180.65 |
| 152928 | 10/14 | DYNAMIC RECYCLING, INC | 205-03-53118-253-000 | 09/15 PW RECYCLE ELE | 2,018.18 |
| 152929 | 10/14 | BADGER GLOVE & SAFETY, INC. | 205-03-53118-367-000 110-03-53116-367-000 | SHIRTS/SWEATSHIRTS SHIRTS/SWEATSHIRTS CHECK TOTAL | 1,800.00 1,770.00 3,570.00 |
| 152930 | 10/14 | KASDORF, LEWIS & SWIETLIK | 110-09-56402-219-000 110-09-56402-219-000 | FINLEY THOMPkins CHECK TOTAL | 2,331.53 119.20 2,450.73 |
| 152931 | 10/14 | GRABER MANUFACTURING INC | 405-11-51517-589-831 | PICNIC TABLES | 11,512.80 |
| 152932 | 10/14 | DOBBERSTEIN LAW FIRM, LLC | 110-00-21581-000-000 | 10/15/15 DEDUCTS | 251.26 |
| 152933 | 10/14 | GENESIS EXCAVATORS, INC | 501-00-21128-000-000 | ESCROW-3700 47 AVE | 5,000.00 |
| 152934 | 10/14 | YOURMEMBERSHIP | 110-01-51303-326-000 | AD-PD CHIEF | 400.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|--|
| 152935 | 10/14 | LEXJET LLC | 110-01-51601-311-000 | 09/15-CD TOUGHCOAT | 166.00 |
| 152936 | 10/14 | THE EMBLEM AUTHORITY | 110-02-52203-389-000 | 09/15-FD PINS | 1,220.00 |
| 152937 | 10/14 | J. GARDNER & ASSOCIATES, LLC | 110-02-52204-383-000 110-02-52204-383-000 | GLOW STICKS 4". JR FIREFIGHTER BADGE CHECK TOTAL | 1,145.00 1,125.00 2,270.00 |
| 152938 | 10/14 | WIS SCTF | 110-00-21581-000-000 | 10/15/15 SAL DEDUCTS | 10,311.41 |
| 152939 | 10/14 | ILLINOIS DEPT OF PUBLIC AID | 110-00-21581-000-000 | 10/15/15 SAL DEDUCTS | 375.00 |
| 152940 | 10/14 | TIME WARNER CABLE | 520-09-50301-233-000 524-05-50101-219-000 | 10/15 TRANSIT-ROADRU 10/15 GOLF CRSE MONT CHECK TOTAL | 139.95 34.50 174.45 |
| 152941 | 10/14 | CINTAS CORP | 632-09-50101-259-000 520-09-50201-367-000 632-09-50101-259-000 520-09-50201-367-000 110-02-52203-259-000 110-02-52203-259-000 110-05-55109-367-000 110-05-55109-344-000 | 08/15 SE UNIFORM/GLO 09/15 TD UNIFORM/GLO 09/15 UNIFORM/GLOVE 08/15 TD UNIFORM/GLO 09/15 FD UNIFORM/GLO 08/15 FD UNIFORM/GLO 09/15 PA UNIFORM/GLO 08/15 PA UNIFORM/GLO CHECK TOTAL | 597.22 555.67 534.84 324.12 235.28 225.88 52.36 52.36 2,577.73 |
| 152942 | 10/14 | BERGAMOT | 110-05-55108-219-000 110-05-55108-219-000 | HORSE MEDALLION HORSE MEDALLION CHECK TOTAL | 1,039.50 165.00 1,204.50 |
| 152943 | 10/14 | WHOLESALE DIRECT INC | 630-09-50101-393-000 | 09/15 PARTS/MATERIAL | 161.35 |
| 152944 | 10/14 | FABCO RENTS | 501-09-50105-282-000 | 09/15 SW EQUIPMENT R | 1,766.50 |
| 152945 | 10/14 | INTERNATIONAL ASSOC OF | 245-09-50101-262-000 245-09-50101-263-000 | IACP TRAIN-J BAKER IACP TRAIN-J BAKER CHECK TOTAL | 602.33 179.99 782.32 |
| 152946 | 10/14 | FOX VALLEY CHEMICAL CO | 110-02-52203-382-000 110-02-52203-382-000 110-02-52203-382-000 110-02-52203-382-000 110-02-52203-382-000 | 09/15 FD #4 CONSUMAB 09/15 FD #2 CONSUMAB 09/15 FD #2 CONSUMAB 09/15 FD #4 CONSUMAB 09/15 FD #7 CONSUMAB CHECK TOTAL | 1,084.75 307.65 132.50 87.54 67.98 1,680.42 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------------|----------------------|----------------------|-----------|
| 152947 | 10/14 | RIMKUS, JASON | 761-09-50101-111-000 | 10/01-15/15 SERVICE | 1,971.70 |
| | | | 761-00-21514-000-000 | 10/01-15/15 SERVICE | 28.59CR |
| | | | 761-00-21599-000-000 | 10/01-15/15 SERVICE | 98.56CR |
| | | | 761-00-21512-000-000 | 10/01-15/15 SERVICE | 98.60CR |
| | | | 761-00-21511-000-000 | 10/01-15/15 SERVICE | 122.25CR |
| | | | 761-00-21513-000-000 | 10/01-15/15 SERVICE | 227.00CR |
| | | | | CHECK TOTAL | 1,396.70 |
| 152948 | 10/14 | PIRO, RALPH | 761-09-50101-111-000 | 10/01-15/15 SERVICE | 934.78 |
| | | | 761-00-21514-000-000 | 10/01-15/15 SERVICE | 13.56CR |
| | | | 761-00-21599-000-000 | 10/01-15/15 SERVICE | 25.00CR |
| | | | 761-00-21512-000-000 | 10/01-15/15 SERVICE | 31.50CR |
| | | | 761-00-21511-000-000 | 10/01-15/15 SERVICE | 57.96CR |
| | | | 761-00-21513-000-000 | 10/01-15/15 SERVICE | 78.00CR |
| | | | | CHECK TOTAL | 728.76 |
| 152949 | 10/14 | STRYKER SALES CORP. | 206-02-52205-389-000 | 09/15-FD WHEEL PARTS | 58.62 |
| 152950 | 10/14 | RED THE UNIFORM TAILOR | 110-02-52103-367-000 | 08/15 POLICE UNIFORM | 387.84 |
| | | | 110-02-52103-367-000 | 09/15 POLICE UNIFORM | 293.94 |
| | | | 110-02-52103-367-000 | 08/15 POLICE UNIFORM | 115.30 |
| | | | 110-02-52206-367-000 | 09/15 FD UNIFORMS | 83.40 |
| | | | 110-02-52206-367-000 | 09/15 FD UNIFORMS | 83.40 |
| | | | 110-02-52103-367-000 | 09/15 POLICE UNIFORM | 81.95 |
| | | | 110-02-52206-367-000 | 09/15 FD UNIFORMS | 41.70 |
| | | | 110-02-52103-367-000 | 08/15 POLICE UNIFORM | 38.85 |
| | | | 110-02-52206-367-000 | 08/15 FD UNIFORMS | 38.65 |
| | | | | CHECK TOTAL | 1,165.03 |
| 152951 | 10/14 | APWA - WISCONSIN CHAPTER | 631-09-50101-264-000 | K ELDER | 225.00 |
| | | | 110-03-53101-264-000 | 2015 APWA WI CONF | 225.00 |
| | | | 631-09-50101-264-000 | C AUSTIN | 190.00 |
| | | | | CHECK TOTAL | 640.00 |
| 152952 | 10/14 | BEST WESTERN HARBORSIDE | 245-09-50101-263-000 | 09/15-WPEG BANQUET R | 500.00 |
| 152953 | 10/14 | AMERICAN SOCIETY OF POWER | 110-01-51801-246-000 | 2016 ASOPE LICENSE | 40.00 |
| 152954 | 10/14 | CLARK DIETZ, INC | 631-09-50101-219-000 | 2015 ENGINEERING SRV | 15,067.08 |
| | | | 631-09-50101-219-000 | 07/15 ADDITIONAL ENG | 605.60 |
| | | | | CHECK TOTAL | 15,672.68 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

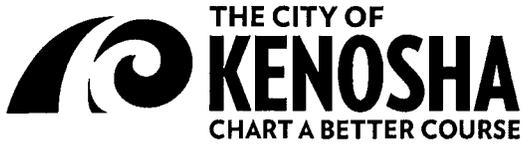
| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|---|---|
| 152955 | 10/14 | AURORA HEALTH CARE | 110-01-51303-216-000 520-09-50101-216-000 | 09/15-SCREENS 09/15-SCREENS CHECK TOTAL | 264.00 252.00 516.00 |
| 152956 | 10/14 | BUELOW, VETTER, BUIKEMA, | 110-01-51303-212-000 | 09/15 GENERAL | 962.50 |
| 152957 | 10/14 | HORIZON CONSTRUCTION | 110-00-21119-000-000 | 4600 52 AV PERMIT | 2,000.00 |
| 152958 | 10/14 | KORNDORFER HOMES | 501-00-21128-000-000 | ESCROW-4424 20 PLACE | 2,000.00 |
| 152959 | 10/14 | ALLEN, JANELLE | 501-00-21128-000-000 | ESCROW 4115 56TH AV | 3,500.00 |
| 152960 | 10/14 | SORENSEN, KRISTEN & ANJAN | 501-00-21128-000-000 | ESCROW 6824 155 AV | 2,000.00 |
| 152961 | 10/14 | MERINAR, CHRISTOPHER L | 110-00-21904-000-000 110-00-21904-000-000 110-00-21904-000-000 | DEIBEL B250259 DEIBEL B250257 DEIBEL B250256 CHECK TOTAL | 811.00 98.80 13.00 922.80 |
| 152962 | 10/14 | MORALES, JUAN C | 110-00-45103-000-000 110-00-21901-000-000 110-00-45104-000-000 110-00-21911-000-000 110-00-45103-000-000 110-00-21910-000-000 | MORALES B251491 MORALES B251491 MORALES B251491 MORALES B251491 MORALES B251492 MORALES B251491 CHECK TOTAL | 150.00 39.00 38.00 13.00 10.00 10.00 260.00 |
| 152963 | 10/14 | DODGE, MICHAEL & SANDRA | 110-00-45103-000-000 110-00-21901-000-000 110-00-45104-000-000 110-00-21911-000-000 110-00-21910-000-000 | DODGE B251490 DODGE B251490 DODGE B251490 DODGE B251490 DODGE B251490 CHECK TOTAL | 150.00 39.00 38.00 13.00 10.00 250.00 |
| 152964 | 10/14 | GUIDA, KATHLEEN | 110-00-21905-000-000 110-00-46529-000-000 | BCHHOUSE/BENCH 10/3 BCHHOUSE/BENCH 10/3 CHECK TOTAL | 150.00 60.00 210.00 |
| 152965 | 10/14 | DELUCA & HARTMAN CONSTRUCTN | 110-00-21119-000-000 | ESCROW 7700 60TH AV | 2,000.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|--|---|----------------------------|
| 152966 | 10/14 | PETERSON, ROBERT & AGNES | 501-00-21128-000-000 | ESCROW 4711 60 ST | 2,000.00 |
| 152967 | 10/14 | NAVA, MIGUEL | 110-09-56404-719-000 | PROP LOSS 9/13/15 | 350.00 |
| 152968 | 10/14 | HEATH, ARCHIE | 110-09-56404-719-000 | VEH DMG 8/17/15 | 693.98 |
| 152969 | 10/14 | MARTINEZ, BRENDA | 110-00-21905-000-000 | 10/4/15 BEACHHOUSE | 100.00 |
| 152970 | 10/14 | VARGAS, GUILLERMO | 110-00-21905-000-000 | 10/2/15 SOUTHPORT | 300.00 |
| 152971 | 10/14 | KREWSON, SHARON | 110-01-51601-261-000 | 09/15 348 MILES | 200.10 |
| 152972 | 10/14 | MILLSAPS, NINA M. | 611-09-50102-259-000 | HLTH RISK ASSESSMNT | 293.27 |
| 152973 | 10/14 | POLTROCK, JAMES T. | 206-02-52205-263-000 206-02-52205-341-000 | J POLTROCK WI HONORS J POLTROCK WI HONORS CHECK TOTAL | 189.42 20.78 210.20 |
| 152974 | 10/14 | ROMBALSKI, MICHAEL | 110-01-51303-144-000 | SUMMER 2015 TUITION | 1,069.60 |
| 152975 | 10/14 | KRYSTOWIAK, PETER | 110-01-50901-261-000 110-01-50901-263-000 | ASSESSOR CONF-ELKHAR ASSESSOR CONF-ELKHAR CHECK TOTAL | 110.40 64.75 175.15 |
| 152976 | 10/14 | WASHINGTON, AL | 110-01-50901-263-000 | ASSESSOR CONF-ELKHAR | 23.00 |
| 152977 | 10/14 | CRUEY, EDWARD | 110-01-50901-261-000 | 9/15 57.5 MILES | 115.58 |
| 152978 | 10/14 | RICHARDSON, WILLIAM K | 110-01-50301-261-000 | WMAI CONF-ELKART LK | 215.34 |
| 152979 | 10/14 | HAMILTON, WILLIE | 110-02-52103-263-000 110-02-52103-263-000 | 9/25/15 WINNEBAGO 9/30/15 WINNEBAGO CHECK TOTAL | 12.00 12.00 24.00 |
| 152980 | 10/14 | KATT, TIMOTHY | 245-09-50101-263-000 | 9/21-25/15 MADISON | 125.00 |
| 152981 | 10/14 | GRABOT, TERRANCE | 110-02-52103-263-000 | 10/01/15 WINNEBAGO | 12.00 |
| 152982 | 10/14 | EASTON, MICHAEL M | 110-01-52001-261-000 110-01-52001-263-000 | 9/9-11/15 SEMINAR 9/9-11/15 SEMINAR CHECK TOTAL | 209.30 164.00 373.30 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

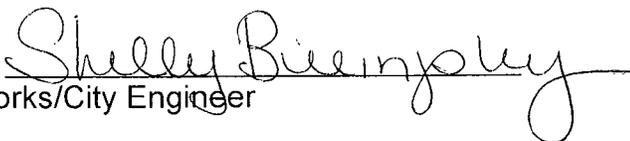
| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|------------------------------|------------|---------------------|----------------------|----------------------|--------------|
| 152983 | 10/14 | KUFFEL, CHASE | 631-09-50101-261-000 | 9/15 326.4 MILES | 187.68 |
| 152984 | 10/14 | KOZAK, JOSEPH L | 110-02-52103-263-000 | 9/30/15 WINNEBAGO | 12.00 |
| 152985 | 10/14 | HAYEK, STEVE | 110-03-53103-261-000 | 8/30-9/2 APWA CONG | 56.57 |
| | | | 501-09-50105-263-000 | 8/30-9/2 APWA CONG | 42.34 |
| | | | | CHECK TOTAL | 98.91 |
| 152986 | 10/14 | BAKER, ELIZABETH | 110-01-50901-261-000 | 09/15 232 MILES | 133.40 |
| | | | 110-01-50901-261-000 | ASSESSOR CONF-ELKHAR | 115.00 |
| | | | 110-01-50901-263-000 | ASSESSOR CONF-ELKHAR | 11.50 |
| | | | | CHECK TOTAL | 259.90 |
| 152987 | 10/14 | WEIDNER, ERICH | 110-02-52103-263-000 | 9/22/15 WINNEBAGO | 12.00 |
| 152988 | 10/14 | HOWARD, MARTIN | 110-02-52103-263-000 | 10/3/15 WINNEBAGO | 12.00 |
| 152989 | 10/14 | DECKER, JUSTINE | 631-09-50101-261-000 | 09/15 35 MILES | 14.38 |
| | | | 501-09-50103-261-000 | 09/15 35 MILES | 5.75 |
| | | | | CHECK TOTAL | 20.13 |
| 152990 | 10/14 | ARNOLDUSSEN, ANDREW | 501-09-50103-261-000 | 09/15 120 MILES | 69.00 |
| 152991 | 10/14 | MACCARI, DANIEL | 110-02-52103-263-000 | 10/3/15 WINNEBAGO | 12.00 |
| GRAND TOTAL FOR PERIOD ***** | | | | | 2,245,396.51 |



SHELLY BILLINGSLEY, MBA, PE
Acting Director of Public Works
City Engineer

October 29, 2015

To: Eric Haugaard, Chairman,
Public Works Committee

From: Shelly Billingsley, MBA, PE 
Acting Director of Public Works/City Engineer

Subject: ***Acceptance of Drainage and Street Improvements***

BACKGROUND INFORMATION

Meijer Stores Limited Partnership has completed the improvements on 78th Street and 63rd Avenue. The drainage and street improvements have been inspected and approved for acceptance by the Department of Public Works – Engineering Division personnel. The developer has met all requirements for acceptance by the Committee and Common Council.

Upon acceptance by the City, the City will be responsible for the operation and maintenance of the street paving and other improvements.

RECOMMENDATION

Approve the drainage and street improvements for acceptance.

Attachment: Map

SAB/kjb

Proposed ROW & Roadway Acceptance (Meijer - 7701 Green Bay Rd)

