

AGENDA
FINANCE COMMITTEE MEETING
Kenosha Municipal Building - Room 204
Monday, November 3, 2014
6:00 PM

| | | | |
|----------------------|-----------------------------|----------------------|------------------------|
| Chairperson: | Daniel Prozanski Jr. | Vice-Chair: | Curt Wilson |
| Aldersperson: | Rocco J. LaMacchia | Aldersperson: | Anthony Kennedy |
| Aldersperson: | Bob Johnson | Aldersperson: | Dave Paff |

Call to Order
Roll Call

1. Approval of the minutes of the regular meeting held October 20, 2014. **Pgs. 1-2**
2. Proposed Resolution by the Finance Committee – to Amend the City of Kenosha Capital Improvement Program for 2012 By Increasing PK11-001 “Outdoor Rec Plan-Simmons Island” in the Amount of \$58,063 with Outside Funding from Game Time Playground Grant Funding Award in the Amount of \$58,063 for a Net Change of \$0. (Park – Ayes 4, Noes 1) (Deferred 10/20/14) **Pgs. 3-5**
3. Proposed Resolution by the Finance Committee – to Amend the City of Kenosha Capital Improvement Program for 2014 By Increasing PK11-001 “Outdoor Rec Plan-Anderson Park” by \$49,000 and Decreasing PK12-001 “Anderson Pool” by \$18,900 and PK93-004 “Emerald Ash Borer” by \$30,100 for a Net Change of \$0. (Park – Ayes 5, Noes 0) (Deferred 10/20/14) **Pg. 6**
4. Proposed Resolution by the Finance Committee – to Amend the City of Kenosha Capital Improvement Program for 2012 By Increasing SW14-002 “Recreational Water Quality Improvements” in 2012 in the Amount of \$445,850 With Outside Funding of \$132,500 and Decreasing SW95-001 “Storm Sewers” in the Amount of \$313,350 for a Net Change of \$0. (SWU – Ayes 4, Noes 0) (Deferred 10/20/14) **Pgs. 7-8**
5. Proposed Resolution by the Mayor – to place Special Assessments against Benefited Parcels of Property on the 2014 Real Estate Tax Roll for Delinquent Storm Water Bills in an amount not to exceed \$631,706.55 (per list on file in the office of the City Clerk). (SWU – recommendation pending) **Pg. 9**
6. Approval of Development Grant Agreement between the City of Kenosha and Emerson Electric Co. d/b/a InSinkErator (T.I.D. #5). **Pgs. 10-30**
7. Request from Kenosha Human Development Services for an Extension to their 2013 Community Development Block Grant Subgrantee Agreement. **Pgs. 31-34**
8. Approve Lease Agreement between City of Kenosha, Wisconsin and SBT Group, LLC #10440. (Airport Comm. - Ayes 4, Noes 0) **Pgs. 35-56**
9. Approve Lease Agreement between City of Kenosha, Wisconsin and Burlington Equity, LLC #10450. (Airport Comm. - Ayes 4, Noes 0) **Pgs. 57-80**
10. Disbursement Record #19 - \$7,096,086.60. **Pgs. 81-119**

CITIZENS' COMMENTS/ALDERPERSONS' COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW

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

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

**Finance Committee
Minutes of Meeting Held Monday, October 20, 2014***

A meeting of the Finance Committee held on Monday, October 20, 2014 in Room 204 at the Kenosha Municipal Building was called to order at 6:00 pm by Chairperson Prozanski. At roll call, the following members were present: Alderperson LaMacchia, Alderperson Kennedy, Alderperson Johnson and Alderperson Paff. Vice-Chair Wilson was excused.

1. Approval of the minutes of the regular meeting held October 6, 2014. **It was moved by Alderperson LaMacchia, seconded by Alderperson Johnson, to approve. Motion carried unanimously.**
2. Request to Rescind a Snow Removal Special Assessment in the Amount of \$118.60 for 6618-43rd Avenue (Parcel #02-122-02-182-015); Petitioner/Owner: Elvira Sandine). (District 15) PUBLIC HEARING: Elvira Sandine was present to answer questions. 15th District Alderperson Jack Rose spoke in favor of rescinding. Shelly Billingsley, Deputy Director of Pubic Works, spoke. **It was moved by Alderperson Johnson, seconded by Alderperson LaMacchia, to rescind. Motion carried (Ayes 3, Noes 2) with Alderperson Kennedy voting no.**
3. Request from Francisco A. Pereira to Rescind a Fee in the Amount of \$90.12 for Boarding and Securing at 1913-57th Street (Parcel #12-223-31-357-002). (District 2) PUBLIC HEARING: Mr. Pereira, 924-73rd Street, was present to answer questions. Police Chief John Morrissey answered questions and spoke against rescinding this type of charge. **It was moved by Alderperson LaMacchia, seconded by Alderperson Paff, to deny. Motion carried unanimously.**
4. Proposed Resolution by Alderperson Rhonda Jenkins – to Urge the Mayor to Include in the 2015 City of Kenosha Budget \$10,000 to Partner with and Complete Kenosha County's "Downtown WiFi" Plan as Presented by Kenosha County Executive James Kreuser. PUBLIC HEARING: 2nd District Alderperson Jenkins urged the Committee to approve. Dayvin Hallmon, 1341 57th Street, and Kenneth Murray, 5029 7th Avenue, spoke in favor. Shawn Smith of Kenosha County's IT Department and Jennie Tunkieicz, Chief of Staff of the Office of the County Executive, spoke in favor and answered questions. Raymond Roberts, Kenosha, and Alderperson Jack Rose spoke in favor. Shelly Billingsley answered questions about street opening permits that may be needed. **It was moved by Alderperson Kennedy, seconded by Alderperson Paff, to approve. Motion carried unanimously.**

It was moved by Alderperson Johnson, seconded by Alderperson LaMacchia, to defer Items 5 through 7 to the next meeting after being read. Motion carried unanimously.
5. Proposed Resolution by the Finance Committee – to Amend the City of Kenosha Capital Improvement Program for 2012 By Increasing PK11-001 "Outdoor Rec Plan-Simmons Island" in the Amount of \$58,063 with Outside Funding from Game Time Playground Grant Funding Award in the Amount of \$58,063 for a Net Change of \$0. **Defer to the next meeting.**
6. Proposed Resolution by the Finance Committee – to Amend the City of Kenosha Capital Improvement Program for 2014 By Increasing PK11-001 "Outdoor Rec Plan-Anderson Park" by \$49,000 and Decreasing PK12-001"Anderson Pool" by \$18,900 and PK93-004 "Emerald Ash Borer" by \$30,100 for a Net Change of \$0. **Defer to the next meeting.**
7. Proposed Resolution by the Finance Committee – to Amend the City of Kenosha Capital Improvement Program for 2012 By Increasing SW14-002 "Recreational Water Quality Improvements" in 2012 in the Amount of \$445,850 With Outside Funding of \$132,500 and Decreasing SW95-001 "Storm Sewers" in the Amount of \$313,350 for a Net Change of \$0. **Defer to the next meeting.**

8. Proposed Resolution by the Finance Committee - to Amend the City of Kenosha Capital Improvement Program for 2012 By Decreasing Line TR93-010 "Bus Replacements" in the amount of \$291,580 in Local Funding and Creating Line TR12-004 "Support Vehicle Purchase" in the Amount of \$10,000 in Local Funding for a Net Reduction of \$281,580. PUBLIC HEARING: Ron Iwen, Director of Transit, was present. **It was moved by Alderperson Kennedy, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
9. Approval of the Amendment To Contingent Purchase Agreement by and between Gorman & Company, Inc. and The City of Kenosha, Wisconsin Regarding 5706-8th Avenue. (District 2) PUBLIC HEARING: William Richardson, Assistant City Attorney and Michael Maki, Community Development Specialist, spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
10. Disbursement Record #18 - \$4,798,473.39. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Paff, to approve. Motion carried unanimously.**

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:20 pm.

*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, November 3, 2014.

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2012
By Increasing PK11-001 "Outdoor Rec Plan-Simmons Island" in the Amount of \$58,063 With
Outside Funding from Game Time Playground Grant Funding Award in the Amount of \$58,063
for a Net Change of \$0

WHEREAS, the City of Kenosha has received grant funding from Game Time
Playground towards the purchase of playground equipment at Simmons Island Park and:

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on October 13, 2014 and the Finance Committee on October
20, 2014;

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> |
|------------------|--|------------------------------------|-------------------------------------|----------------------------------|
| PK11-001 | Outdoor Rec Plan – Simmons Island (2012) | 449,921 | 58,063 | 507,984 |
| PK11-001 | Outdoor Rec Plan – Simmons Island (2012) Outside Grant Funding | 0 | (58,063) | (58,063) |

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER



A PLAYCORE Company

CERTIFICATE OF GRANT AWARD

This certificate entitles

City of Kenosha

to a GameTime Playground Grant funding award of

\$58,063.00

Funds must be claimed no later than November 15, 2014 and must accompany a new play system purchase. Order must ship before December 31, 2014. Award may not be combined with any other order or special offer. Other terms and conditions apply. Contact your local GameTime representative at 800-235-2440 for more details.

A handwritten signature in dark ink, reading "S. Spencer Cheak". The signature is written in a cursive style and is positioned above a horizontal line.

S. Spencer Cheak
Senior Vice President and General Manager

Simmons Park
Kenosha, Wisconsin



5101 Highway 55, Golden Valley, MN 55422
Minneapolis, MN | Milwaukee, WI
1.800.622.5425 | www.mnwplay.com | info@mnwplay.com

Drawing D7080H



RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2014
By Increasing PK11-001 "Outdoor Rec Plan-Anderson Park" by \$49,000 and Decreasing
PK12-001 " Anderson Pool" by \$18,900 and PK93-004 "Emerald Ash Borer" by \$30,100 for a Net
Change of \$0

WHEREAS, the city will be proceeding with the installation of fishing piers at Anderson
Park and:

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Park Commission on October 16, 2014 and the Finance Committee on October
20, 2014;

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> |
|------------------|---|------------------------------------|-------------------------------------|----------------------------------|
| PK11-001 | Outdoor Rec Plan- Anderson Park (2014) | 14,375 | 49,000 | 63,375 |
| PK12-001 | Anderson Pool – (2012) | 18,900 | (18,900) | -0- |
| PK93-004 | Emerald Ash Borer (2014) | 80,000 | (30,100) | 49,900 |

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

RESOLUTION NO. _____

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2012
By Increasing SW14-002 "Recreational Water Quality Improvements" in 2012 in the Amount of
\$445,850 With Outside Funding of \$132,500 and Decreasing SW95-001 "Storm Sewers" in the
Amount of \$313,350 for a Net Change of \$0

WHEREAS, the city plans on implementing the recommendations of the GLRI Beach
Sanitary Survey for Eichelman Park beach restoration; and

WHEREAS, the city has been awarded a grant of \$57,500 and \$75,000 to assist in
funding the restoration; and

WHEREAS, the above amendment to the Capital Improvement Program has been
approved by the Storm Water Commission and the Finance Committee on October 20, 2014;

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> |
|------------------|--|------------------------------------|-------------------------------------|----------------------------------|
| SW14-002 | Recreational Water Quality (2012) | 199,500 | 445,850 | 645,350 |
| SW14-002 | Recreational Water Quality – Outside Funding (2012) | (35,500) | (132,500) | (168,000) |
| SW95-001 | Storm Sewers (2012) | 837,900 | (313,350) | 524,550 |

Adopted this _____ day of _____ 2014

Approved:

KEITH G. BOSMAN, MAYOR

Attest:

DEBRA SALAS, CITY CLERK/TREASURER

(RES14/cipSW14.002.10.16.14)



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

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY

MICHAEL M. LEMENS, P.E., DIRECTOR

SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

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

October 15, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

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

CC: Rhonda Jenkins
District 2

Subject: ***Resolution by the Finance Committee – To Amend the City of Kenosha Capital Improvement Program for 2012 by Increasing SW14-002 “Recreational Water Quality Improvements” in 2012 in the Amount of \$445,850 with Outside Funding of \$132,500 and Decreasing SW95-001 “Storm Sewers” in the Amount of \$313,350 for a Net Change of \$0***

BACKGROUND INFORMATION

Staff requested a CIP Amendment be drafted by Finance to add funds to the Stormwater Utility CIP line item for Recreational Water Quality Improvements to implement the recommendations of the “Recreational Water Quality Along Kenosha County’s Fresh Coast – GLRI Beach Sanitary Survey Project Data Report 2010-2012” as prepared by Julie Kinzelman and presented to the Stormwater Committee on July 15, 2013 for Eichelman Beach.

We received bids to complete this and the award of this project is an item on this agenda. This work will also be funded in part by the grant that was approved in response to the “Approval of Agreement by and Between the Board of Regents of the University of Wisconsin System (on behalf of the University of Wisconsin Oshkosh) and the City” which is the grant agreement awarding the City of Kenosha (Stormwater Utility) \$75,000 to begin implementation of the beach enhancements at Eichelman Beach as well as a Fund for Lake Michigan grant in the amount of \$57,500.

RECOMMENDATION

Approve the amendment to amend the City of Kenosha Capital Improvement Program for 2012 by Increasing SW14-002 “Recreational Water Quality Improvements” in 2012 in the Amount of \$445,850 with Outside Funding of \$132,500 and Decreasing SW95-001 “Storm Sewers” in the Amount of \$313,350 for a Net Change of \$0

RESOLUTION NO. _____

By: The Mayor

To Place Special Assessments against Benefited Parcels of Property on the 2014
Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to
Exceed \$631,706.55

BE IT RESOLVED that assessments in an amount not to exceed \$631,706.55 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 2014.

Adopted _____ day of _____, 2014

Approved: _____
Keith G. Bosman, Mayor

Attest: _____
Debra Salas, City Clerk/Treasurer

(RESOLUTIONS14/2014delswuassessments.10.24.14)

**DEVELOPMENT GRANT AGREEMENT
(TAX INCREMENTAL DISTRICT NO. 5)**

THIS AGREEMENT is entered into as of this 30th day of October, 2014 (the "Effective Date"), by the City of Kenosha, Wisconsin (the "City") and Emerson Electric Co. d/b/a InSinkErator (the "Developer").

WITNESSETH:

WHEREAS, the Developer intends to redevelop the property described on Exhibit A (the "Property") for industrial uses as described on Exhibit B (the "Development");

WHEREAS, the Property is located in the City's Tax Incremental District No. 5 (the "District"), which the City has established in order to finance project costs related to industrial development within the District as permitted under Wis. Stats. Section 66.1105;

WHEREAS, the Developer plans to construct improvements (the "Developer's Improvements"), pursuant to plans to be submitted to and approved by City (the "Approved Plans");

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

WHEREAS, the Developer would not undertake the Development or construct the Developer's Improvements without the availability of tax increment financing to fund a portion of the costs of the Developer's Improvements, as provided below; and

WHEREAS, the City is willing to enter into this Agreement in consideration of construction of the Developer's Improvements and satisfaction of the Employment Requirements (as defined in this Agreement);

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

1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.

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

(a) Developer is a duly formed and existing corporation in good standing under the laws of the State of Delaware.

(b) The fee owner of the Property is GPT Kenosha Owner LLC (the "Property Owner").

(c) Developer is a party to a lease (the "Lease") with the Property Owner pursuant to which it leases the Property from the Property Owner.

(d) Under the terms of the Lease, the Developer has all of the rights with respect to the Property necessary for it to undertake and complete the Development and the Developer's Improvements as provided in this Agreement.

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

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

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

2. UNDERTAKINGS OF THE DEVELOPER.

2.1 Construction of the Developer's Improvements. The Developer shall construct the Developer's Improvements on the Property in accordance with this Agreement and the Approved Plans. The Developer's Improvements shall comply in all material respects with all applicable municipal ordinances of the City, approved variances, and with any pertinent current provisions of the TIF District No. 5 Project Plan ("TIF Plan") (which is described on Exhibit C). The Developer shall also be responsible for the cost of the construction of any improvements to public highways or roads which may be required by the Wisconsin Department of

Transportation's Traffic Impact Analysis Guidelines as a result of improvement of the Property by construction of the Developer's Improvements.

2.2 Employment Requirements. As of December 31 of each of the years 2015 through 2024, the Developer shall have a workforce at its facility on the Property of at least the number of full-time equivalent employees listed on Exhibit D-1 with average hourly wages (excluding all benefits) of at least the amount listed for each such year on Exhibit D-1 (collectively, the "Employment Requirements"). For purposes of determining compliance with the Employment Requirements (a) the number of full-time equivalent employees shall be calculated by dividing the total number of employee hours worked at the facility on the Property by 2080 and (b) hourly "wages" shall be calculated based on income as reported in Box 5 of federal Form W-2. In addition, with respect to the Employment Requirements as of December 31, 2015 only, compliance shall be determined by using the employment and wage information for the period of time from October 1, 2015 through December 31, 2015, and dividing the total number of employee hours worked at the facility on the Property by 488 for the period. Developer shall provide the City with evidence of satisfaction of the Employment Requirements annually, no later than February 15 of each year. The first report as to satisfaction of the Employment Requirements shall be as of December 31, 2015 and shall be filed with the City no later than February 15, 2016. The Developer's report as to satisfaction of the Employment Requirements shall be in the form set forth on Exhibit D-2 and shall include such supporting information as is necessary to permit the City to verify that the Employment Requirements have been met. The City shall have the right to inspect, and to have its independent accountants or other consultants inspect, the books and records of the Developer to the extent necessary to verify the information provided by the Developer with respect to satisfaction of the Employment Requirements.

3. UNDERTAKINGS OF THE CITY.

3.1 Development Grant. To induce the Developer to locate its facility in the City and to construct the Developer's Improvements, the City shall provide to the Developer a grant (the "Development Grant") in the amount of One Million Dollars (\$1,000,000). The Development Grant will be used to pay or reimburse the Developer for a portion of the cost of construction of the Developer's Improvements. As a condition precedent to payment of any portion of the Development Grant, the Developer shall present copies of purchase orders or other documentation reasonably satisfactory to the City (the "Developer's Cost Documentation") showing that Developer has incurred obligations for construction of the Developer's Improvements in an amount at least equal to the portion of the Development Grant to be paid. The City shall make available to the Developer the portion of the Development Grant supported by the Developer's Cost Documentation, until the full amount of the Development Grant has been paid. Each payment of Development Grant money shall be made no later than ten (10) days after the later of (a) the date the Developer's Cost Documentation is filed with the City and (b) the date of issuance of the City's Notes (described in Section 3.2 below).

3.2 City Financing. The City shall issue general obligation promissory notes (the "Notes") in an amount sufficient to fund the Development Grant and to pay the costs of issuance of the Notes. The Notes shall have a term of not to exceed ten (10) years and shall not have an annual rate of interest thereon in excess of 4.50% per annum.

4. PAYMENTS BY DEVELOPER FOR FAILURE TO MEET EMPLOYMENT REQUIREMENTS.

In the event that the Employment Requirements set forth in Section 2.2 above are not satisfied in any given year, the Developer shall make payments to the City on the following terms (each, a "Payment"):

(i) As set forth on Exhibit D-1, the Payment (if any) with respect to a given year will be equal to \$300,000 with respect to the Employment Requirements for the year 2015; \$250,000 with respect to the Employment Requirements for the year 2016; \$200,000 with respect to the Employment Requirements for the year 2017; \$125,000 with respect to the Employment Requirements for the year 2018; \$62,500 with respect to the Employment Requirements for the year 2019; \$30,000 with respect to the Employment Requirements for the year 2020; \$15,000 with respect to the Employment Requirements for the year 2021; \$7,500 with respect to the Employment Requirements for the year 2022; \$5,000 with respect to the Employment Requirements for the year 2023; and \$2,500 with respect to the Employment Requirements for the year 2024;

(ii) Developer's obligation to make Payments is limited to Payments with respect to the years ending December 31, 2015 through 2024, which payments are payable in the years 2016 through 2025 (the "Payment Period"). Each Payment (if any) shall be made as described in paragraph (iii) below;

(iii) Developer will pay to the City any Payment due at the time it files with the City the completed Reporting Form for the year.

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

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

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

(b) No Event of Default has occurred; and

(c) The City or its financial advisor (i) has reviewed funding sources of the Developer and documents evidencing those funding sources reasonably sufficient to demonstrate Developer's capacity to complete the Developer's Improvements; and (ii) has reasonably determined that there is no material adverse change in the financial condition of the Developer that is reasonably likely to impair the ability of the Developer to perform its obligations under this Agreement.

6. DEFAULT/REMEDIES.

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

(i) (1) Failure by the Developer to commence construction of the Developer's Improvements on or before December 31, 2014, or (2) abandonment of construction of the Developer's Improvements for more than sixty (60) consecutive days or (3) failure by the Developer to complete construction of the Developer's Improvements on or before December 31, 2015 (with completion of construction being evidenced by the issuance by the City of a temporary occupancy permit with respect to the Developer's Improvements, the issuance of which permit shall not be unreasonably withheld by the City);

(ii) A failure to make any Payment when and as due to the City;

(iii) The Developer becomes insolvent or files for relief under a bankruptcy, receivership or insolvency proceedings of any kind, or is named in such proceeding involuntarily and such proceeding is not dismissed within 90 days; or

(iv) The dissolution or liquidation of the Developer or the commencement of any proceedings therefor, which are not dismissed within 90 days.

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

(i) Immediately suspend its performance under this Agreement, from the time beginning when the City delivers notice of a purported Event of Default to the Developer and ending when the City receives assurances from the Developer reasonably deemed adequate by the City, that the Developer has cured or will cure the purported event, condition, act or omission;

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

(iii) In the event of a failure by the Developer to complete construction of the Developer's Improvements, require the Developer to repay to the City the amount of the Development Grant previously paid to the Developer.

(c) Remedies. No remedy or right conferred upon or reserved to a party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity. Any party may pursue any one or more of its remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any others. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to

time and as often as may be deemed expedient. Notwithstanding anything to the contrary, the parties acknowledge and agree that no party shall be entitled to recover more than once for the same damages or losses.

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

(e) Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party incurs attorneys fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorneys fees, court costs and other such expenses incurred by such prevailing party.

7. TERM AND TERMINATION.

The term of this Agreement shall begin on the Effective Date of this Agreement set forth above and shall end on the later of: (a) receipt by the Developer of notice from the City under Section 4 (iii) regarding the Employment Requirements report with respect to the year ended December 31, 2024, and (b) the date on which all Payments owed to the City by Developer (if any) have been paid; provided that the Agreement may be terminated at the option of the City, without creating any cause of action against the City, if the City is unable to issue the City's Notes. The parties' confidentiality obligations shall survive any termination of this Agreement.

8. INDEMNIFICATIONS.

The Developer will indemnify and hold harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Developer's Improvements and the Property. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body, member, officer, agent, servant or employee or the City. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be covenants,

stipulations, promises, agreements and obligations of the Developer and not of any of its officers, owners, agents, servants or employees.

9. ASSIGNMENT OF AGREEMENT.

This Agreement may not be assigned by the Developer without the prior written consent of the City. Any such consent requested of the City may be withheld, conditioned or delayed for any commercially reasonable reason.

10. SUCCESSORS AND ASSIGNS.

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

11. MISCELLANEOUS.

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

Developer:

Emerson Electric Co.
d/b/a InSinkErator

Attn: Tim Ferry
President
Phone: 262-554-3501

Email: tim.ferry@emerson.com
With a copy to:

Neal Wieschhaus, Director
Duff & Phelps LLC
111 Westport Plaza, Suite 600
St. Louis, MO 63146

Phone: 314-542-3062

Email: neal.wieschhaus@duffandphelps.com

City:

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

With a copy to:

City Attorney
625 52nd Street, Room 201
Kenosha, WI 53140
Facsimile: (262) 653-4176

Email: webcityattorney@kenosha.org

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

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

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

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

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

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

11.7 Third-Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns and is not intended to and does not create any right in any third party.

11.8 Amendment. This Agreement may only be amended in a writing signed by the City and Developer.

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

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

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

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

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

[Signature Pages Follow]

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

CITY OF KENOSHA

By: _____
Keith G. Bosman, Mayor

By: _____
Debra Salas, City Clerk

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014 the above-named Keith G. Bosman and Debra Salas to me known to be the Mayor and City Clerk of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

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

EMERSON ELECTRIC CO.
d/b/a InSinkErator

By: Tim Ferry
Tim Ferry
Title: President

By: TIM FERRY
Title: PRESIDENT - IN SINKERATOR

STATE OF Wisconsin)
COUNTY OF Racine)

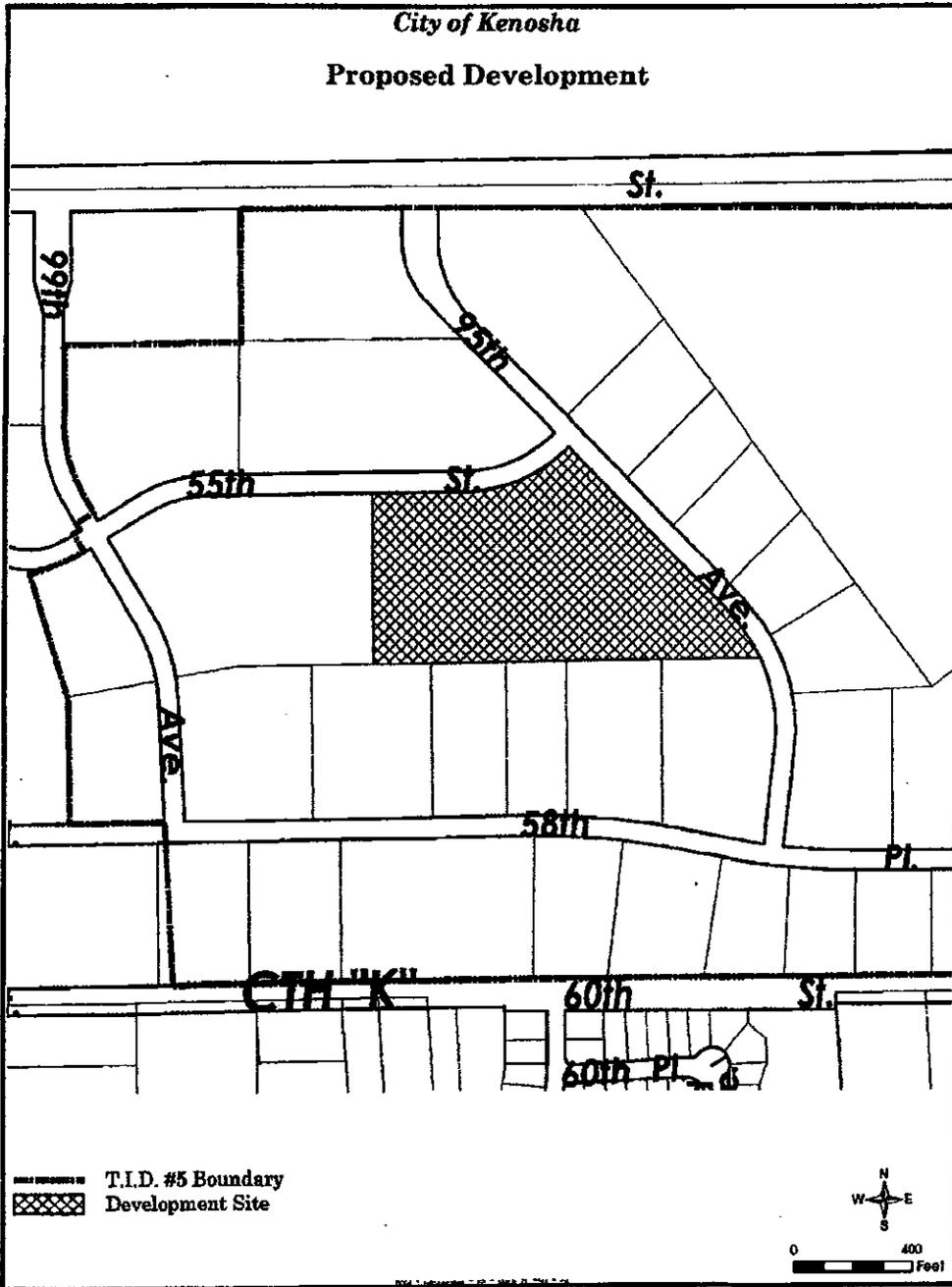
Personally came before me this 30th day of October, 2014 the above-named
Tim Ferry and _____, the
President and _____ of Emerson Electric Co., to me
known to be the persons who executed the foregoing instrument and acknowledged the same on
behalf of said company.

Michelle R. Bernhardt
_____, Notary Public,
Racine County, Wisconsin
Commission: _____

**My Commission Expires
January 22, 2018**

**EXHIBIT A
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Property



**EXHIBIT B
TO
DEVELOPMENT GRANT AGREEMENT**

Description of Development

The project involves the redevelopment of the Property for industrial uses consisting of machining, light assembly, metal stamping and fabrication, a water-based paint line and possible small aluminum die casting.

**EXHIBIT C
TO
DEVELOPMENT GRANT AGREEMENT**

TIF Plan

The Project Plan for Tax Incremental District No. 5, as amended (the "Project Plan") was approved by a resolution of the City's Common Council, adopted on April 18, 1994, and was approved by the Joint Review Board on May 3, 1994. The Project Plan is on file in the office of the City Clerk and is incorporated herein by reference.

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

Employment Requirements

| Year (as of Dec. 31*) | Minimum Number of Full Time Equivalent Employees | Minimum Average Hourly Wages | Amount of Payment for Failure to Meet Employment Requirements |
|--------------------------|--|---------------------------------|--|
| 2015 | 150 | \$ 15.00 | \$ 300,000 |
| 2016 | 155 | \$ 17.00 | \$ 250,000 |
| 2017 | 175 | \$ 19.00 | \$ 200,000 |
| 2018 | 200 | \$ 21.00 | \$ 125,000 |
| 2019 | 200 | \$ 21.00 | \$ 62,500 |
| 2020 | 200 | \$ 21.00 | \$ 30,000 |
| 2021 | 200 | \$ 21.00 | \$ 15,000 |
| 2022 | 200 | \$ 21.00 | \$ 7,500 |
| 2023 | 200 | \$ 21.00 | \$ 5,000 |
| 2024 | 200 | \$ 21.00 | \$ 2,500 |

* The report as to satisfaction of the Employment Requirements for each such year shall be filed with the City no later than February 15 of the next calendar year (i.e. February 15, 2016 through February 15, 2025).

**EXHIBIT D-2
TO
DEVELOPMENT GRANT AGREEMENT**

Employment Requirement Reporting Form

See attached

City of Kenosha
Development Grant Agreement Support Schedule 2015
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

Period Covered: For the Three Month Period Ended December 31, 2015 ONLY

SAMPLE

Section I: Employment Requirements:

| | | |
|---|--------------|-----------------------|
| Total Hours worked by all wage earners for the period (1) | 75,000 | (a) (input) |
| Divided by: | | |
| Number of Full Time Equivalent Employees Employed during the period | 488 | (b) (constant) |
| Number of Full-Time Equivalent Employees required by agreement | 154 | (c) (calculation) |
| Is Line (c) greater than or equal to Line (d) ? | 150 | (d) (see Exhibit D-1) |
| | YES | (e) (auto) |
| | | |
| Total Wages paid for period based on Form W-2, Box 5 | \$ 1,200,000 | (f) (input) |
| Divided by full-time equivalent employees (from Line (c) above) | 154 | (g) (auto) |
| Actual Average Annual Wages per employee for the period | \$ 7,808 | (h) (calculation) |
| Average Hourly Wages per employee for the period (Line (h) divided by Line (b)) | \$ 16.00 | (i) (calculation) |
| Average Hourly Wages per employee required by agreement | \$ 15.00 | (j) (see Exhibit D-1) |
| Is Line (i) greater than or equal to Line (j) ? | YES | (k) (auto) |

If Line (e) and Line (k) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 11.1 of the Development Grant Agreement between the City of Kenosha and InSinkErator

If Line (e) or Line (k) is "NO", continue to Section II.

Section II: Employment Requirement Violation Payment:

Required Payment - Period Covered: 2015 \$ 300,000 (l) (by contract)

Please sign and certify this form and forward your payment in the amount shown above based on the period covered of this report to the City of Kenosha as per the terms and conditions of Paragraph 4.(iii) of the Development Grant Agreement between the City of Kenosha and InSinkErator.

(1) - Total Hours worked is calculated by adding all actual non-exempt wage earner hours plus for each exempt full-time employee 2,080 hours.

City of Kenosha
Development Grant Agreement Support Schedule 2015
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

SAMPLE

Period Covered: For the Three Month Period Ended December 31, 2015 ONLY

The Corporate officer signing below certifies that the accompanying information and statements provided by InSinkErator is true, correct and complete to the best of his/her knowledge and belief.

Per the terms and conditions of the Development Grant Agreement between the City of Kenosha and InSinkErator Paragraph 2.2, the City reserves its rights to inspect and to have its independant accountants or other consultants inspect, the books and records of the Company to the extent necessary to verify the information provided above.

Signature of Officer

Date

Print Name

Title

City of Kenosha
Development Grant Agreement Support Schedule 2016-2024
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

Period Covered: For the Year Ended December 31, 20XX

SAMPLE

Section I: Employment Requirements:

| | | |
|---|--------------|-----------------------|
| Total Hours worked by all wage earners for the period (1) | 450,000 | (a) (input) |
| Divided by: | | |
| Number of Full Time Equivalent Employees Employed during the period | 2,080 | (b) (constant) |
| Number of Full-Time Equivalent Employees required by agreement | 216 | (c) (calculation) |
| Is Line (c) greater than or equal to Line (d) ? | 200 | (d) (see Exhibit D-1) |
| | YES | (e) (auto) |
| | | |
| Total Wages paid for period based on Form W-2, Box 5 | \$ 9,500,000 | (f) (input) |
| Divided by full-time equivalent employees (from Line (c) above) | 216 | (g) (auto) |
| Actual Average Annual Wages per employee for the period | \$ 43,911 | (h) (calculation) |
| Average Hourly Wages per employee for the period (Line (h) divided by Line (b)) | \$ 21.11 | (i) (calculation) |
| Average Hourly Wages per employee required by agreement | \$ 21.00 | (j) (see Exhibit D-1) |
| Is Line (i) greater than or equal to Line (j) ? | YES | (k) (auto) |

If Line (e) and Line (k) is "YES", STOP, sign and certify this form and distribute per terms and conditions of Paragraph 11.1 of the Development Grant Agreement between the City of Kenosha and InSinkErator

If Line (e) or Line (k) is "NO", continue to Section II.

Section II: Employment Requirement Violation Payment:

| | | |
|---|------------|-------------------|
| Required Payment - Period Covered: 2016 | \$ 250,000 | (l) (by contract) |
| Required Payment - Period Covered: 2017 | \$ 200,000 | (m) (by contract) |
| Required Payment - Period Covered: 2018 | \$ 125,000 | (n) (by contract) |
| Required Payment - Period Covered: 2019 | \$ 62,500 | (o) (by contract) |
| Required Payment - Period Covered: 2020 | \$ 30,000 | (p) (by contract) |
| Required Payment - Period Covered: 2021 | \$ 15,000 | (q) (by contract) |
| Required Payment - Period Covered: 2022 | \$ 7,500 | (r) (by contract) |
| Required Payment - Period Covered: 2023 | \$ 5,000 | (s) (by contract) |
| Required Payment - Period Covered: 2024 | \$ 2,500 | (t) (by contract) |

Please sign and certify this form and forward your payment in the amount shown above based on the period covered of this report to the City of Kenosha as per the terms and conditions of Paragraph 4.(iii) of the Development Grant Agreement between the City of Kenosha and InSinkErator.

(1) - Total Hours worked is calculated by adding all actual non-exempt wage earner hours plus for each exempt full-time employee 2,080 hours.

City of Kenosha
Development Grant Agreement Support Schedule 2016-2024
Satisfaction of Employment Requirements Calculation

Name of Company: Emerson Electric Co. d/b/a InSinkErator

TID #: 5

Period Covered: For the Year Ended December 31, 20XX

SAMPLE

The Corporate officer signing below certifies that the accompanying information and statements provided by InSinkErator is true, correct and complete to the best of his/her knowledge and belief.

Per the terms and conditions of the Development Grant Agreement between the City of Kenosha and InSinkErator Paragraph 2.2, the City reserves its rights to inspect and to have its independant accountants or other consultants inspect, the books and records of the Company to the extent necessary to verify the information provided above.

Signature of Officer

Date

Print Name

Title

·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

MEMO

TO: Mayor Bosman and Members of the Common Council
Finance Committee

FROM: Anthony Geliche, Community Development Specialist *AG*

RE: Request from Kenosha Human Development Services for an Extension to their
2013 Community Development Block Grant Subgrantee Agreement

DATE: October 30, 2014

Shelter Facility Improvement

Kenosha Human Development Services is requesting an extension to their 2013 CDBG Subgrantee Agreement for the roof replacement at their juvenile shelter.

The Agreement was approved and extended as follows:

| | Common Council Approval | Period |
|--------------------|---------------------------------|--------------------------------------|
| Original Agreement | August 19, 2013 - K.1.(h) | January 1, 2013 to December 31, 2013 |
| Extension #1 | December 2, 2013 - Item K.1.(c) | Extended to June 30, 2014 |
| Extension #2 | June 16, 2014 - Item L.4.(a) | Extended to November 30, 2014 |

KHDS has requested to extend the Agreement to accommodate an April 15, 2015 start date. Staff recommends an extension until June 30, 2015.

| | |
|---------------------------|--------------|
| Original Agreement Amount | \$38,000.00 |
| Amount expended to date | \$ 0 |
| Current Balance | \$ 38,000.00 |

Letters from Kenosha Human Development Services and Martin and Sons Roofing, Inc., the proposed contractor, are attached.

If there are any questions, please contact me at 653-4039 or via email at tgeliche@kenosha.org.

TG:kas
Attachment

COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF KENOSHA
AND
Kenosha Human Development Services, Inc.
(Facility Improvements)

EXTENSION FOR USE OF FUNDS
- 2013 Funding Year -

This Amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and Kenosha Human Development Services, Inc., hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties hereto have previously entered into an Agreement, relative to funding and services, approved by the Common Council on the 19th day of August, 2013, Item K.1.(h) and amended to June 30, 2014 on December 2, 2013, Item K.1.(c), and further amended to November 30, 2014 on June 16, 2014, Item L.4.(a).

WHEREAS, the parties hereto desire to amend said agreement.

NOW, THEREFORE, in consideration of the mutual agreements, understandings, and undertakings hereinafter set forth, CITY and CONTRACTOR agree that the following items be amended to read as follows:

I. RETENTION OF SERVICES

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through June 30, 2015.

IV. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than June 30, 2015, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 19, 2013, Item K.1.(h) shall remain as approved unless amended as part of this amendment.

CITY OF KENOSHA
A Municipal Corporation

CONTRACTOR

BY: _____
Mayor Keith G. Bosman

BY: _____
Board President

Countersigned

Countersigned

BY: _____
Debra L. Salas, Clerk/Treasurer

BY: _____

DATE: _____

DATE: _____



Kenosha
Human
Development
Services, Inc.

*A Private, Non-Profit
Community Social
Services Agency*

24-Hour Crisis Intervention

October 24, 2014

Anthony Geliche
Community Development Specialist
Department of City Development
625 52 Street, Room 308
Kenosha, WI 53140

Dear Mr. Geliche:

This letter is to respectfully request an extension of our subgrantee agreement for Community Development Block Grant Funds to July 31, 2015. This is an extension of an agreement that runs from January 1, 2013 to November 30, 2014.

The purpose of these funds is to replace the roof on our Juvenile Shelter Care at 6012 8th Avenue. On August 25, 2014, we put out a request for bids to replace the roof and received two bids on the due date of September 12, 2014. The successful bidder, Martin and Sons Roofing (see attached letter), requested an extension for completion due to safety concerns in fall and winter weather conditions. They propose to start on April 15, 2015.

Please let me know if you need further information.

Sincerely,



Lester B. Wright
Executive Director





16 September 2014

Re: Juvenile Shelter Care Roof
6012 8th Avenue
Kenosha, WI

We would appreciate an extension for completion date because of safety concerns during late Fall and winter weather conditions. We would prefer to start the roof project after April 15th, 2015.

All work performed by Martin & Son's Roofing will be in accordance with OSHA safety guidelines. Proper fall protection and perimeter warning systems shall be implemented along with a single documented purpose safety meeting with all on site crew members prior to job start.

We look forward to working on this project with you. If you have any questions, please feel free to give us a call.

Thank you,

Todd Martin
Martin & Son's Roofing, Inc.

Kenosha Regional Airport Lease Summary

SBT GROUP, LLC
10440 - 52nd Street

- 1.) **TERM:** 20 years; November 1, 2014 through and including October 31, 2034

- 2.) **RATE:** Annual Fee \$.20 = \$4,920.00
Biannual Payments \$.20 = \$2,460.00

- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.

- 4.) **LOCATION ON AIRPORT:** 10440 - 52nd St.

- 5.) **PROPERTY DESCRIPTION:** 24,600 sq. ft. Constructed 2002

- 6.) **HANGAR DIMENSIONS:** 100' x 100'

- 7.) **USE OF HANGAR:** Multiple Service Operator

- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership

- 9.) **NOTE:** Hangar purchased from RKJ3, LLC

LEASE

Between

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

And

**SBT GROUP, LLC
An Illinois Limited Liability Company
10440 52nd Street,
Kenosha, Wisconsin 53144**

THIS LEASE is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **SBT GROUP, LLC**, an Illinois limited liability company, 10440 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, the **CITY** operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

WHEREAS, the **LESSEE** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 10440 52nd Street consisting of one (1) building, approximately one hundred (100') feet by one hundred (100') feet in size; and,

WHEREAS, **LESSEE** desires to assign or sublease all or a portion of this Lease to Aviation Advisor Inc., an Illinois corporation, to conduct the multiple services operations described in Article 5.1 of this Lease; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and the **LESSEE** agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Twenty-four Thousand Six Hundred (24,600) square feet of land located at 10440 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A", hereinafter referred to as the "**PREMISES**".

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

ARTICLE 2 – TERM

2.1 TERM. The term of this Lease is for the period of November 1, 2014, through and including October 31, 2034, hereinafter referred to as the "TERM". Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

ARTICLE 3 - RENT

3.1 RENT. Subject to Article 3.3, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Four Thousand Nine Hundred Twenty Dollars (\$4,920.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Two Thousand Four Hundred Sixty Dollars (\$2,460.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

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

3.3 RENT ADJUSTMENT. The annual rent may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 - IMPROVEMENTS

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

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

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any **IMPROVEMENTS**, the **LESSEE** shall procure and submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the **IMPROVEMENTS** insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The **LESSEE**, in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to the **PREMISES** without the prior written consent of the **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the **PREMISES**. In order to void such liens, the **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the **PREMISES**, the **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the **LESSEE** from financing the **IMPROVEMENTS** subject to a security lien on the **IMPROVEMENTS**. However, the **LESSEE** shall not permit any security lien to attach to the real estate upon which the **IMPROVEMENTS** are situated. Nothing contained herein shall preclude the **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

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

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

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

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

or alleged to be due thereto for any work performed or materials supplied in connection with the construction work.

4.9 UNAUTHORIZED IMPROVEMENTS. Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

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

- a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** as a Multiple Services Operator in compliance with the Minimum Standards for Multiple Services Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The **LESSEE** shall use the **PREMISES** for providing the following Commercial Aeronautical Services at the Airport: (i) air charter and air taxi, (ii) aircraft engine maintenance and repair, (iii) aircraft rental, (iv) flight training, and (v) aircraft sales. All of the foregoing Commercial Aeronautical Services shall be provided in compliance with Chapter XXV of the Code of General Ordinances for the City of Kenosha, as may be amended from time to time, and Parts 91 and 135 of the Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

permission of the Airport Director.

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

5.5 PROHIBITED USE. The **LESSEE** is prohibited from acting in the capacity of a fixed base operator and from selling or dispensing aviation fuel to any person or party.

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

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

ARTICLE 6 - INGRESS AND EGRESS

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

ARTICLE 7 - PARKING

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

ARTICLE 8 - AIRCRAFT LIST

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

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

9.1 LESSEE'S RESPONSIBILITIES. The **LESSEE**, at **LESSEE'S** expense, shall at all times be responsible for the care, maintenance and repair of the **PREMISES**, including the

IMPROVEMENTS thereon, whether preexisting or placed thereon by the **LESSEE**; whether such work be ordinary, extraordinary, structural, or otherwise, irrespective of cause and nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. The **LESSEE**, at **LESSEE'S** expense, shall at all times:

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

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

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any

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

ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, the **LESSEE** shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

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

ARTICLE 12 - GOVERNMENTAL REGULATIONS

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

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

12.3 LICENSES, CERTIFICATES AND PERMITS. The **LESSEE**, at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES**.

12.4 TAXES AND FEES. The **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

ARTICLE 13 – UTILITIES

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The **CITY** shall allow the providers of all utilities reasonable access to the boundaries of the **PREMISES** for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The **LESSEE**, at no charge, shall permit the **CITY** to place such regulatory signs on the **PREMISES** as the **CITY** shall deem appropriate at the **CITY'S** expense, but under no conditions shall said signs be attached to any building or structure of the **LESSEE** without the **LESSEE'S** advance written permission. The **LESSEE** shall not place or erect any signs on or about the **PREMISES** or the **IMPROVEMENTS** without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The **LESSEE** shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at **LESSEE'S** expense. The **LESSEE** shall not permit any unattractive or unsanitary

accumulation of trash, garbage, refuse, debris or litter on the **PREMISES**. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The **LESSEE**, at **LESSEE'S** expense, shall be responsible for removal of snow from the **PREMISES**. The **CITY** shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The **CITY** shall incur no liability to the **LESSEE** by reason of any failure on the part of the **CITY** to meet its snow removal obligations when the **CITY** has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The **CITY** covenants and agrees, so long as the **LESSEE** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the **LESSEE** shall peaceably and quietly have, hold and enjoy the **PREMISES**, subject to the right of the **CITY** to use and inspect the **PREMISES**, and to exercise any other rights provided and reserved to the **CITY** pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE'S** expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES** or the **IMPROVEMENTS**, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, and use the **PREMISES** for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The **CITY** reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the **CITY** sees fit together with the right to take any action the **CITY** considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The **CITY** may prevent the **LESSEE** from erecting or permitting the erection of any **IMPROVEMENTS** on the **PREMISES** which, in the **CITY'S** opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any

interruption in the **LESSEE'S** use or enjoyment of the **PREMISES** or the **IMPROVEMENTS** by reason of any damage to the **PREMISES** or the **IMPROVEMENTS**, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, the **CITY** shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the **PREMISES** is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The **LESSEE'S** obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES** or the **IMPROVEMENTS** resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the **LESSEE** cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the **LESSEE** cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the **CITY** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the **CITY** as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. At lease thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be

notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The **CITY** reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the **LESSEE** whenever the Airport Minimum Standards covering the **LESSEE'S** operations are enacted which adopt or increase the minimum insurance requirements, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the **CITY** in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

- A. Commercial General Liability
\$1,000,000.00 Each Occurrence and \$1,000,000.00 per passenger seat having the following coverages:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- B. Worker's Compensation: Statutory Limits
 - 1. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance protection on all **IMPROVEMENTS** on the **PREMISES** to the extent

of one hundred (100%) percent of the insurable replacement value of the **IMPROVEMENTS**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable **IMPROVEMENTS** exist on the **PREMISES** at the commencement of this Lease, the **LESSEE** shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

24.4 DAMAGE ELECTION BY LESSEE. Should any **IMPROVEMENTS** on the **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the **LESSEE** shall have the election of repairing or reconstructing the **IMPROVEMENTS** substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the **IMPROVEMENTS**. The **LESSEE** shall notify the **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to **IMPROVEMENTS** on the **PREMISES**, the **CITY** shall have no obligation to repair, replace or rebuild the **IMPROVEMENTS** or any fixtures, equipment or other personal property installed by the **LESSEE** on the **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release the **LESSEE** from any of the **LESSEE'S** repair, maintenance or rebuilding obligations under this Lease.

24.6 ABATEMENT OF RENT. In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with

due diligence, except for delays beyond the **LESSEE'S** control.

24.7 RESTORATION OF PREMISES. In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS**, and the **CITY** may elect to restore the **PREMISES** to their original condition at the cost and expense of the **LESSEE**, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 - ASSIGNMENT/SUBLEASE

The **LESSEE** may assign or sublease all or a portion of this Lease to Aviation Advisor, Inc., an Illinois corporation. No other assignment or sublease of this Lease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Any assignment or sublease, including the assignment or sublease to Aviation Advisor, Inc. shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall

relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

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

The **CITY** shall be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council. In the event the **LESSEE** ceases to exist, terminates its operations, or discontinues use of the **PREMISES** or the **IMPROVEMENTS** for six (6) months, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon such termination, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES** or the **IMPROVEMENTS** of the business conducted thereon by the **LESSEE**, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and shall, at the election of the **CITY**, but not otherwise, without notice or entry or other action of the **CITY** terminate this Lease and also all rights of the **LESSEE** under this Lease in and to the **PREMISES** and the **IMPROVEMENTS** and also all rights of any and all persons and parties claiming under the **LESSEE**.

ARTICLE 30 - NONDISCRIMINATION

30.1 In the event **IMPROVEMENTS** are constructed, maintained, or otherwise operated on the **PREMISES** for a purpose for which a United States Government program or activity is extended, the **LESSEE** shall maintain and operate such **IMPROVEMENTS** and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The **LESSEE** agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the **PREMISES** or the **IMPROVEMENTS** contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any **IMPROVEMENTS** on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The **PREMISES** and the **IMPROVEMENTS** shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The **CITY** reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4 The **LESSEE** shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the **LESSEE** operates any **IMPROVEMENT** at the **PREMISES** and shall include thereon a provision granting the **CITY** a right to take such action as the United States may direct to enforce such agreement.

30.5 The **LESSEE** shall indemnify and hold harmless the **CITY** and the Airport Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the **LESSEE'S** noncompliance with any of the provisions of this Article 30 and the **LESSEE** shall reimburse the **CITY** for any loss, expense or attorney fees incurred by reason of the **LESSEE'S** noncompliance.

30.6 The **LESSEE** assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The **LESSEE** assures that it will require that covered suborganizations provide assurances to the **LESSEE** that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 – CONTRACTORS

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS**.

ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the **CITY** and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice the **CITY** or the **LESSEE** in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the **CITY**.

ARTICLE 37 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the **LESSEE** or the **CITY** as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to **LESSEE**:

SBT GROUP, LLC
c/o Saul B. Thompson
10440 52nd Street
Kenosha, Wisconsin 53144

With copies to:

Vincent T. Borst
Robbins, Salomon & Patt, Ltd.
180 North LaSalle St., Suite 3300
Chicago, Illinois 60602

If to **CITY**:

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

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

ARTICLE 39 – AUTHORITY

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the 22nd day of October, 2014, and by action taken by the Common Council on the _____ day of _____, 2014. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by October 31, 2014, between SBT GROUP, LLC, and RKJ3, LLC, the payment of all sums due and owing under the existing Lease by RKJ3, LLC, the execution of such documents deemed necessary by the **CITY** to terminate the existing Lease for the **PREMISES** effective October 31, 2014, and the discharge/release of the Memorandum of Lease recorded with the Kenosha County Register of Deeds on January 10, 2012 as Document No. 1662526.

The **LESSEE** represents to the **CITY** that the **LESSEE** is an Illinois limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of SBT GROUP, LLC have timely taken place.

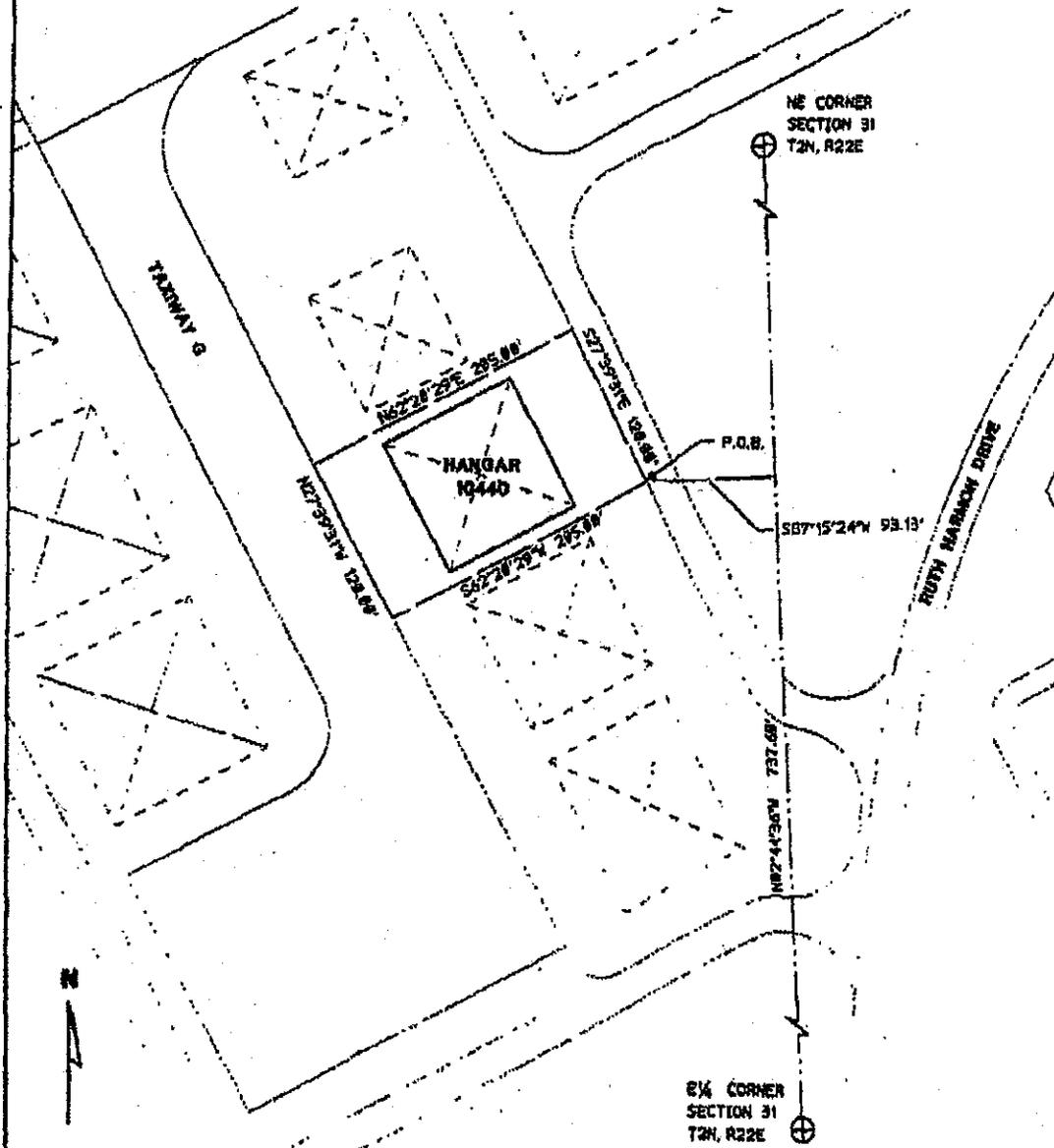
Signature pages follow

HANGAR 10440 LEASE DESCRIPTION

A parcel of land located in the SE1/4-NE1/4 of Section 31, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence N 02°-44'-36" W, along the east line of said NE1/4, 737.68 feet; thence S 07°-15'-24" W, 93.13 feet to the point of beginning; thence S 42°-20'-29" W, 205.00 feet; thence N 27°-39'-31" W, 128.00 feet; thence N 62°-20'-29" E, 205.00 feet; thence S27°-39'-31" E, 128.00 feet to the point of beginning.

Parcel contains 24,600 square feet, more or less.



NOTE:
DESCRIPTION WRITTEN FROM
EXISTING MAPPING, NO FIELD
VERIFICATION HAS BEEN DONE



Mead & Hunt, Inc.
6301 Wauke Road, Suite 101
Madison, Wisconsin 53719-2700
Phone 608-273-6380
Fax 608-273-6391

**KENOSHA REGIONAL AIRPORT
HANGAR 10440
LEASE DESCRIPTION**

01/25/92
Dwg. No. **N9105S-530**
Sheet **1** of **1**
Job No. **K81-96A**
K8196a30.dwg

Kenosha Regional Airport Lease Summary

Burlington Equity, LLC
10450 - 52nd Street

- 1.) **TERM:** 20 years; November 1, 2014 through and including October 31, 2034
- 2.) **RATE:** Annual Fee \$.20 = \$4,920.00
Biannual Payments \$.20 = \$2,460.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10450 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 24,600 sq. ft. Constructed 2002
- 6.) **HANGAR DIMENSIONS:** 100' x 100'
- 7.) **USE OF HANGAR:** Aircraft Storage
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership
- 9.) **NOTE:** Hangar purchased from Parrish Properties XI, LLC

LEASE

Between

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

And

**BURLINGTON EQUITY, LLC
A Wisconsin Limited Liability Company
10450 52nd Street,
Kenosha, Wisconsin 53144**

THIS LEASE is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **BURLINGTON EQUITY, LLC**, a Wisconsin limited liability company, 10450 52nd Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

WITNESSETH:

WHEREAS, the **CITY** operates the Kenosha Regional Airport, and owns the land upon which the Airport is located; and,

WHEREAS, the **LESSEE** desires to enter into this Lease to use land at the Airport for an existing airport hangar located at 10450 52nd Street consisting of one (1) building, approximately one hundred (100') feet by one hundred (100') feet in size; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this Lease.

NOW, THEREFORE, in consideration of the mutual undertakings, understandings and agreements hereinafter set forth, the **CITY** and the **LESSEE** agree as follows:

ARTICLE 1 – PREMISES

1.1 LAND. The **CITY** leases to the **LESSEE** Twenty-four Thousand Six Hundred (24,600) square feet of land located at 10450 52nd Street, Kenosha, Wisconsin, 53144, more particularly described on attached Exhibit "A" as HANGAR 10450 LEASE DESCRIPTION hereinafter referred to as the "**PREMISES**".

1.2 ACCEPTANCE. The **LESSEE** warrants that it has inspected the **PREMISES** and has found the **PREMISES** suitable for its intended purposes, as is, subject to

the use limitations and obligations imposed by this Lease.

ARTICLE 2 -- TERM

2.1 TERM. The term of this Lease is for the period of November 1, 2014, through and including October 31, 2034, hereinafter referred to as the "**TERM**". Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

ARTICLE 3 - RENT AND FEES

3.1 RENT. Subject to Article 3.4, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Four Thousand Nine Hundred Twenty Dollars (\$4,920.00) based upon a charge of Twenty Cents (\$0.20) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Two Thousand Four Hundred Sixty Dollars (\$2,460.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52nd Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

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

3.3 RENT AND FEE ADJUSTMENT. The rent may be adjusted from time to time during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Rent adjustments shall not be inconsistent with other land leases at the Airport.

ARTICLE 4 -- IMPROVEMENTS

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

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

4.3 CONSTRUCTION INSURANCE REQUIREMENTS. Prior to commencing the construction of any **IMPROVEMENTS**, the **LESSEE** shall procure and

submit proof of the following insurance coverages to the Airport Director for approval by the Airport Commission:

a. Builder's All Risk Insurance in the amount of the full value of the **IMPROVEMENTS** insuring against loss or damage during the course of construction, including material delivered, but not attached to the site; and,

b. Liability Insurance protecting the **LESSEE** and the **CITY** from claims for death, personal injury or property damage arising during the course of construction of the **IMPROVEMENTS** in accordance with the coverage requirements specified in this Lease.

4.4 CONSTRUCTION LIENS. The **LESSEE**, in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to attach to the **PREMISES** without the prior written consent of the **CITY**, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to file or claim a lien against the **PREMISES**. In order to void such liens, the **LESSEE** shall promptly pay or cause to be paid all bills for labor and materials. In the event any involuntary lien attaches to the **PREMISES**, the **LESSEE** shall take such steps as shall cause the discharge of such lien within sixty (60) days after the filing thereof, or deposit a like amount in escrow with the City Clerk/Treasurer until the lien is discharged. Nothing contained herein shall prohibit the **LESSEE** from financing the **IMPROVEMENTS** subject to a security lien on the **IMPROVEMENTS**. However, the **LESSEE** shall not permit any security lien to attach to the real estate upon which the **IMPROVEMENTS** are situated. Nothing contained herein shall preclude the **LESSEE** or its contractor from, in good faith, defending against claims by labor or material suppliers which it believes are unwarranted.

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

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

4.7 INSPECTION. The **CITY** shall have the right, through its duly designated representatives, to inspect the construction work, at any and all reasonable times during the progress thereof, and from time to time, in its discretion, to take samples and perform

testing on any part of the construction work, provided the taking of samples and testing shall be conducted so as to minimize interference with the construction work, if such minimization of impact can be accomplished without diminishing the effectiveness or accuracy of the sampling and/or testing.

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

4.9 UNAUTHORIZED IMPROVEMENTS. Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

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

- a. Transferring all **IMPROVEMENTS** to a third party at a fair market value subject to such third party entering into a new lease with the **CITY**;
- b. Surrendering all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or
- c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of Lease termination.

ARTICLE 5 - USE OF PREMISES

5.1 USE OF PREMISES. The **LESSEE** shall use the **PREMISES** as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The

LESSEE shall also be permitted to use the **PREMISES** for the airframe and power plant repairs of aircraft owned by the LESSEE and its tenants. Airframe and power plant repairs of aircraft owned by the LESSEE are to be performed by the LESSEE or a person who is regularly employed by the LESSEE, within the limits of Federal Aviation Administration Regulations. Airframe and power plant repairs of aircraft owned by a tenant of the LESSEE are to be performed by the tenant or a person who is regularly employed by the tenant, within the limits of the Federal Aviation Administration Regulations. The LESSEE shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

5.5 PROHIBITED USE. The LESSEE is prohibited from acting in the capacity of a fixed base operator, or commercial operator, and from selling or dispensing aviation fuel to any person or party.

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

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

ARTICLE 6 - INGRESS AND EGRESS

The LESSEE shall have the right of ingress and egress to and from the **PREMISES** and the common areas of the Airport for the LESSEE, and its employees, guests, invitees and persons or parties supplying materials or furnishing services to the LESSEE. The LESSEE shall not park any vehicle or aircraft on any taxiway or runway or cause or permit any such act. The LESSEE shall obtain the approval of the Airport Director prior to the use of any

Airport operations area, including runways, taxiways and aprons, as a means of ingress to or egress from the **PREMISES** for trucks or any other vehicle.

ARTICLE 7 – PARKING

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

ARTICLE 8 - AIRCRAFT LIST

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

ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES

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

- a. Keep the **PREMISES**, the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.
- b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.
- c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.
- d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.
- e. Maintain and repair all utility lines and equipment placed upon the **PREMISES**.
- f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

g. Be responsible for any environmental cleanup required by any act or omission of the **LESSEE** or **LESSEE'S** employees, invitees or agents, or arising out of **LESSEE'S** operations on the **PREMISES** or at the Airport.

h. Be responsible for painting, decorating, routine maintenance, and care of the lawn and landscaping.

i. Be responsible for repair and maintenance of aprons constructed by the **LESSEE**.

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

9.3 LESSEE'S FAILURE TO MAINTAIN. In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES** or the **IMPROVEMENTS** without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE'S** possession, and care for, maintain or repair all or any part of the **PREMISES** or the **IMPROVEMENTS** which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS** together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY'S** written demand for payment until paid. The **LESSEE'S** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligation to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 10 – PAINTING

Unless otherwise agreed to in writing between the **CITY** and the **LESSEE**, the **LESSEE** shall, within five (5) years of Lease execution, paint the exterior of its building. Paint shall be of a quality recommended by the manufacturer for metal buildings. Color is to be approved in writing by the Airport Director as determined by the Airport Commission.

ARTICLE 11 - ACCESS TO PREMISES

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

ARTICLE 12 - GOVERNMENTAL REGULATIONS

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

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

12.3 LICENSES, CERTIFICATES AND PERMITS. The **LESSEE**, at **LESSEE'S** expense, shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities, including the **CITY**, having jurisdiction over the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations at the **PREMISES**.

12.4 TAXES AND FEES. The **LESSEE** shall pay when due any and all lawful

taxes, license, certification, permit, examination and use fees, excise taxes, and personal property taxes which may be assessed, levied, exacted or imposed on the **PREMISES**, the **IMPROVEMENTS**, or the **LESSEE'S** operations hereunder, and shall make all applications, reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

ARTICLE 13 – UTILITIES

The **LESSEE** shall pay for all utilities furnished to the **PREMISES** including, but not limited to, electric, gas, telephone, cable television, sanitary sewer and water service. The **LESSEE** will connect directly with a source of electric power from WE Energy, and may, subject to prior written approval and reasonable conditions of the Airport Director, cross other **CITY** property with the utility pipes, wires and conduits. Unless otherwise required by WE Energy, the **CITY** requires all utility pipes, wires and conduits to be underground. The **LESSEE** will obtain all necessary permits for any utility services, will pay any required connection fees, and will pay the cost and expense of bringing utility services to the building to be served. The **CITY** shall allow the providers of all utilities reasonable access to the boundaries of the **PREMISES** for the installation of utility service.

ARTICLE 14 - REGULATORY SIGNS

The **LESSEE**, at no charge, shall permit the **CITY** to place such regulatory signs on the **PREMISES** as the **CITY** shall deem appropriate at the **CITY'S** expense, but under no conditions shall said signs be attached to any building or structure of the **LESSEE** without the **LESSEE'S** advance written permission. The **LESSEE** shall not place or erect any signs on or about the **PREMISES** or the **IMPROVEMENTS** without the prior written approval of the Airport Director in compliance with the City Zoning Ordinance and Code of General Ordinances.

ARTICLE 15 – SANITATION

The **LESSEE** shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the regular pickup thereof, at **LESSEE'S** expense. The **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the **PREMISES**. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited.

ARTICLE 16 - SNOW REMOVAL

The **LESSEE**, at **LESSEE'S** expense, shall be responsible for removal of snow from the **PREMISES**. The **CITY** shall be responsible for the removal of snow from the runways, taxiways and aircraft parking ramps, service roads and public parking lots. The **CITY** shall incur no liability to the **LESSEE** by reason of any failure on the part of the **CITY** to meet its snow removal obligations when the **CITY** has made a good faith effort to do so.

ARTICLE 17 - QUIET ENJOYMENT

The **CITY** covenants and agrees, so long as the **LESSEE** shall duly and punctually perform and observe all the terms and conditions of this Lease, that the **LESSEE** shall peaceably and quietly have, hold and enjoy the **PREMISES**, subject to the right of the **CITY** to use and inspect the **PREMISES**, and to exercise any other rights provided and reserved to the **CITY** pursuant to this Lease.

ARTICLE 18 - RIGHTS OF ENTRY RESERVED

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE'S** expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES** or the **IMPROVEMENTS**, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, and use the **PREMISES** for access therefor to other parts of the Airport otherwise not conveniently accessible; provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

ARTICLE 19 - CITY RESERVATION OF RIGHTS FOR PROTECTION OF PREMISES

The **CITY** reserves the right to further expand, develop or improve the runways and taxiways at the Airport as the **CITY** sees fit together with the right to take any action the **CITY** considers necessary for the protection of the aerial approaches to the Airport from obstruction and encroachment. The **CITY** may prevent the **LESSEE** from erecting or permitting the erection of any **IMPROVEMENTS** on the **PREMISES** which, in the **CITY'S** opinion, would limit the usefulness of the Airport, prevent expansion, development or improvement of the Airport, or constitute a hazard to aircraft or persons using or frequenting the Airport and its facilities.

ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT

The **CITY** shall not be liable to the **LESSEE** for money damages arising out of any interruption in the **LESSEE'S** use or enjoyment of the **PREMISES** or the **IMPROVEMENTS** by reason of any damage to the **PREMISES** or the **IMPROVEMENTS**, unless such damage is the result of an action by a **CITY** employee or agent performing a duty or task for the **CITY**, and, in that event, the **CITY** shall be liable only for the costs of repair or reconstruction. The annual rental fee, in such event, shall not abate unless a building or structure is damaged to such an extent that it is totally or partially unusable, in which event, the rental charge shall proportionately abate for the period of time the **PREMISES** is totally or partially unusable, computed by multiplying the annual rental charge by a fraction, the numerator of

which is equal to the number of days needed to repair the building or structure, multiplied by the amount of unusable square footage and the denominator of which is equal to three hundred sixty-five (365) days multiplied by the total floor surface area of the building or structure.

ARTICLE 21 - NATURAL DISASTER

The **LESSEE'S** obligations during the term of this Lease shall neither abate nor be suspended by virtue of any damage to the **PREMISES** or the **IMPROVEMENTS** resulting from any natural disaster, except that if the Airport's runway equipment, runways, taxiways, parking ramps or roadways are damaged to such an extent that the **LESSEE** or its tenants cannot fly aircraft in or out of the Airport due to such damage for a period of fifteen (15) consecutive days, the rent shall abate for the entire period the **LESSEE** or its tenants cannot fly aircraft in or out of the Airport. Rental abatement, if applicable, shall be computed by multiplying the annual rental charge by a fraction, the numerator of which is equal to the number of whole days that the **LESSEE** or its tenants cannot fly aircraft into or out of the Airport and the denominator of which is equal to three hundred sixty-five (365) days.

ARTICLE 22 - NATIONAL EMERGENCY

During time of war, national emergency, riot or natural disaster, the **CITY** shall have the right to lease the entire Airport or any part thereof to the United States or State of Wisconsin governments for military or National Guard use. In such an event, the provisions of this Lease, insofar as they are inconsistent with the provisions of any lease to any such government, shall be suspended for the period of such government lease and the rent shall be decreased or abated to such extent as will reflect any decrease, if any, in the leasehold value.

ARTICLE 23 – LIABILITY INSURANCE

23.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance policies hereinafter specified. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

23.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the **CITY** as an "additional insured", and proof of payment of all premiums to the Airport Director for approval. The **LESSEE** shall provide the **CITY** with an additional insured endorsement certifying that the **CITY** is an additional insured with respect to the insurance coverages required by this Article 23. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance, the policy and the additional insured endorsement. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or

change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

23.3 INCREASED COVERAGE. The **CITY** reserves the right to increase the minimum liability insurance requirements set forth herein upon furnishing thirty (30) days advance written notice to the **LESSEE** whenever the Airport Minimum Standards covering the **LESSEE'S** operations are enacted which adopt or increase the minimum insurance requirements, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. In the event of a conflict between this Lease and the Airport Minimum Standards, the provision requiring the greatest insurance coverage shall control.

23.4 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 23, the **CITY** in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 23 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 23 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

23.5 REQUIRED MINIMUM COVERAGE. The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease:

- A. Commercial General Liability
\$1,000,000.00 Each Occurrence having the following coverages:
 - i. Premises and Operations including Hangarkeepers
 - ii. Independent Contractor and Subcontractor
 - iii. Products and Completed Operations
 - iv. Contractual Liability
 - v. Death and Personal Injury

- B. Automobile Liability
\$1,000,000.00 Single Limit each accident having the following coverages:
 - i. Owned Automobiles
 - ii. Hired Automobiles
 - iii. Non-Owned Automobiles

- C. Worker's Compensation: Statutory Limits
 - 1. Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee

\$500,000.00 Disease, Policy Limit

ARTICLE 24 - INSURANCE OF IMPROVEMENTS

24.1 INSURANCE REQUIRED. The **LESSEE** shall procure and maintain during the **TERM** of this Lease insurance protection on all **IMPROVEMENTS** on the **PREMISES** to the extent of one hundred (100%) percent of the insurable replacement value of the **IMPROVEMENTS**. The policies must be issued by an insurance company or companies authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

24.2 PROOF OF INSURANCE. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums to the Airport Director for approval. If no insurable **IMPROVEMENTS** exist on the **PREMISES** at the commencement of this Lease, the **LESSEE** shall furnish a Certificate of Insurance indicating compliance with this Article 24 and proof of payment of all premiums the Airport Director for approval prior to the lapse of the Builder's All Risk Insurance Policy. At least thirty (30) days before the expiration date of any insurance policy required by this Article 24, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium of any insurance policy required by this Article 24 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of the premium payment to the Airport Director. If for any reason the insurance coverage required by this Article 24 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

24.3 FAILURE TO MAINTAIN INSURANCE. In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

24.4 DAMAGE ELECTION BY LESSEE. Should any **IMPROVEMENTS** on the **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or are destroyed, the **LESSEE** shall have the election of repairing or reconstructing the **IMPROVEMENTS** substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the Airport Commission, or not to repair or reconstruct the **IMPROVEMENTS**. The **LESSEE** shall notify the **CITY** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later.

24.5 LESSEE'S OBLIGATIONS. In the event of damage or destruction to **IMPROVEMENTS** on the **PREMISES**, the **CITY** shall have no obligation to repair, replace or rebuild the **IMPROVEMENTS** or any fixtures, equipment or other personal property installed by the **LESSEE** on the **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release the **LESSEE** from any of the **LESSEE'S** repair, maintenance or rebuilding obligations under this Lease.

24.6 ABATEMENT OF RENT. In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

24.7 RESTORATION OF PREMISES. In the event the **LESSEE** elects not to repair, replace or rebuild the damaged **IMPROVEMENTS**, the **LESSEE** shall remove all debris resulting from the damage, including foundations, concrete piers, pavements, etc., to a depth of one (1') foot below the grade thereof and restore the surface to a level condition at its original pre-Lease elevation. Upon completion of such debris removal and restoration, this Lease shall terminate, and the **LESSEE'S** and the **CITY'S** unaccrued obligations hereunder shall cease. If the **LESSEE** does not elect to repair, replace or rebuild the damaged **IMPROVEMENTS** within the above referenced one hundred twenty (120) day period of time, the **LESSEE** shall be deemed to have elected not to repair, replace or rebuild the damaged **IMPROVEMENTS**, and the **CITY** may elect to restore the **PREMISES** to their original condition at the cost and expense of the **LESSEE**, whereupon this Lease shall be deemed terminated.

ARTICLE 25 - INDEMNITY AND HOLD HARMLESS

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or as a result of any operations, works, acts or omissions performed on the **PREMISES**, the **IMPROVEMENTS**, or on the Airport by the **LESSEE**, its officers, employees, contractors, subcontractors, agents, invitees or permitted users, or resulting from the **LESSEE'S** failure to perform or observe any of the terms, covenants and conditions of this Lease or resulting from any conditions of the **PREMISES** or the **IMPROVEMENTS** thereon by reason of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorneys' fees caused or resulting from the negligent or intentional acts or omissions of the **CITY**, the Airport Commission, or any of their officers or employees. Upon the filing with the **CITY** of a claim for damages arising out of any incident(s) which the **LESSEE** herein agrees to indemnify and hold the **CITY** and others

harmless, the **CITY** shall notify the **LESSEE** of such claim, and in the event that the **LESSEE** does not settle or compromise such claim, then the **LESSEE** shall undertake the legal defense of such claim both on behalf of the **LESSEE** and the **CITY**. It is specifically agreed, however that the **CITY**, at its own cost and expense, may participate in the legal defense of any such claim. Any judgment, final beyond all possibility of appeal, which may be rendered against the **CITY**, the Airport Commission, or any of their officers or employees for any cause for which the **LESSEE** is liable hereunder, shall be conclusive against the **LESSEE** as to liability and the amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 26 – ASSIGNMENT/SUBLEASE

With the prior written approval of the Airport Commission and the **CITY** Common Council, the **LESSEE** may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

a. Transferring all **IMPROVEMENTS** to a third party at fair market value subject to such third party entering into a new lease with the **CITY**;

b. Surrendering the **PREMISES** and all **IMPROVEMENTS** to the **CITY** at no cost to the **CITY**; or,

c. Removing all **IMPROVEMENTS** from the **PREMISES** within one hundred twenty (120) days of termination of this Lease. The **LESSEE** shall be responsible for any damage to the **PREMISES** occurring in the course of such removal.

The **CITY** shall be entitled to collect from the **LESSEE** all attorneys fees and expenses incurred by the **CITY** in enforcing any of the terms and conditions of this Lease or any other rights or remedies of the **CITY**.

ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY

In the event the options referred to in Article 27 are not approved upon termination of this Lease for any reason, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council. In the event the **LESSEE** ceases to exist, terminates its operations, or discontinues use of the **PREMISES** or the **IMPROVEMENTS** for six (6) months, this Lease shall be subject to termination by the **CITY**, absent a duly authorized and approved assignment or release of this provision by the **CITY**. Upon such termination, the **PREMISES** and the **IMPROVEMENTS** shall revert to the **CITY** without further action of the Common Council.

ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY

29.1 PROHIBITION OF INVOLUNTARY ASSIGNMENT, TRANSFER OR SALE. Neither this Lease, nor any interest of the **LESSEE** hereunder shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever except through statutory merger or consolidation and any such attempt at involuntary assignment, transfer or sale shall be void and of no effect.

29.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 29.1, the **LESSEE** agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the **LESSEE** and if against the **LESSEE**, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the **LESSEE** is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the **LESSEE** is a party, with authority to take possession or control of the **PREMISES** or the **IMPROVEMENTS** of the business conducted thereon by the **LESSEE**, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 29.1 shall be deemed to constitute a breach of this Lease by the **LESSEE** and shall, at the election of the

CITY, but not otherwise, without notice or entry or other action of the **CITY** terminate this Lease and also all rights of the **LESSEE** under this Lease in and to the **PREMISES** and the **IMPROVEMENTS** and also all rights of any and all persons and parties claiming under the **LESSEE**.

ARTICLE 30 – NONDISCRIMINATION

30.1 In the event **IMPROVEMENTS** are constructed, maintained, or otherwise operated on the **PREMISES** for a purpose for which a United States Government program or activity is extended, the **LESSEE** shall maintain and operate such **IMPROVEMENTS** and services in compliance with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations now exist and may be amended in the future.

30.2 The **LESSEE** agrees that:

30.2.1 No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the **PREMISES** or the **IMPROVEMENTS** contrary to federal, state or local law, rule or regulation.

30.2.2 In the construction of any **IMPROVEMENTS** on, over, or under such land, or the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, contrary to federal, state or local law, rule or regulation.

30.2.3 The **PREMISES** and the **IMPROVEMENTS** shall be used in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

30.3 The **CITY** reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

30.4 The **LESSEE** shall include the foregoing provisions in every agreement pursuant to which any person or persons other than the **LESSEE** operates any **IMPROVEMENT** at the **PREMISES** and shall include thereon a provision granting the **CITY** a right to take such action as the United States may direct to enforce such agreement.

30.5 The **LESSEE** shall indemnify and hold harmless the **CITY** and the Airport

Commission, their officers, employees, and agents from and against any claims and demands of third persons, including the United States of America, resulting from the **LESSEE'S** noncompliance with any of the provisions of this Article 30 and the **LESSEE** shall reimburse the **CITY** for any loss, expense or attorney fees incurred by reason of the **LESSEE'S** noncompliance.

30.6 The **LESSEE** assures that it will undertake an Affirmative Action Program as required by 14 CFR, Part 152, Subpart E. The **LESSEE** assures that it will require that covered suborganizations provide assurances to the **LESSEE** that they similarly will undertake an Affirmative Action Program, and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E., to the same effect.

ARTICLE 31 – CONTRACTORS

Contractors of the **LESSEE** shall comply with all applicable federal, state and local laws, rules and regulations applicable to the **PREMISES** and the **IMPROVEMENTS**.

ARTICLE 32 – BENEFITS

The terms and conditions of this Lease shall inure to the benefit of the parties and be binding upon their successors.

ARTICLE 33 – SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the **CITY** and the United States or State of Wisconsin governments relative to the expansion, improvement, operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the provision of or expenditure of federal or state funds for the benefit of the Airport.

ARTICLE 34 – INTEGRATION

This Lease is fully integrated embodying the entire agreement between the parties and any written or oral understandings to the contrary shall be of no force or effect.

ARTICLE 35 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 36 - CONSTRUCTION

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that is held to be invalid by a Court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not

materially prejudice the CITY or the LESSEE in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement. The parties agree that each party has contributed substantially and materially to the preparation of this Lease and that as a result this Lease shall not be construed more strictly against one party or the other merely by virtue of the fact that it may have been prepared primarily by counsel for the CITY.

ARTICLE 37 - TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Lease.

ARTICLE 38 – NOTICE

Any notice required to be given in this Lease by any of the parties is to be by certified mail with return receipt or by personal service addressed to the LESSEE or the CITY as the case may be as set forth below. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to LESSEE:

Rick Guerra
Burlington Equity, LLC
2300 Browns Lake Drive
Burlington, WI 53105

If to CITY:

City Clerk/Treasurer
City of Kenosha Municipal Building
625 52nd Street, Room 105
Kenosha, Wisconsin 53140

With copies to:

Airport Director
Kenosha Regional Airport
9900 52nd Street
Kenosha, Wisconsin 53144-7430

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

ARTICLE 39 – AUTHORITY

The CITY enters into this Lease by authorization of action taken by the Airport Commission on the 22nd day of October, 2014 and by action taken by the Common Council on the _____ day of _____, 2014. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the PREMISES by October 31, 2014, between

BURLINGTON EQUITY, LLC, and FOX RIVER STATE BANK, the payment to the CITY of all sums due and owing under the existing Lease by FOX RIVER STATE BANK, and the execution of such documents deemed necessary by the CITY to terminate the existing Lease of PARRISH PROPERTIES XI, LLC. for the PREMISES.

The LESSEE represents to the CITY that the LESSEE is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of BURLINGTON EQUITY, LLC have timely taken place.

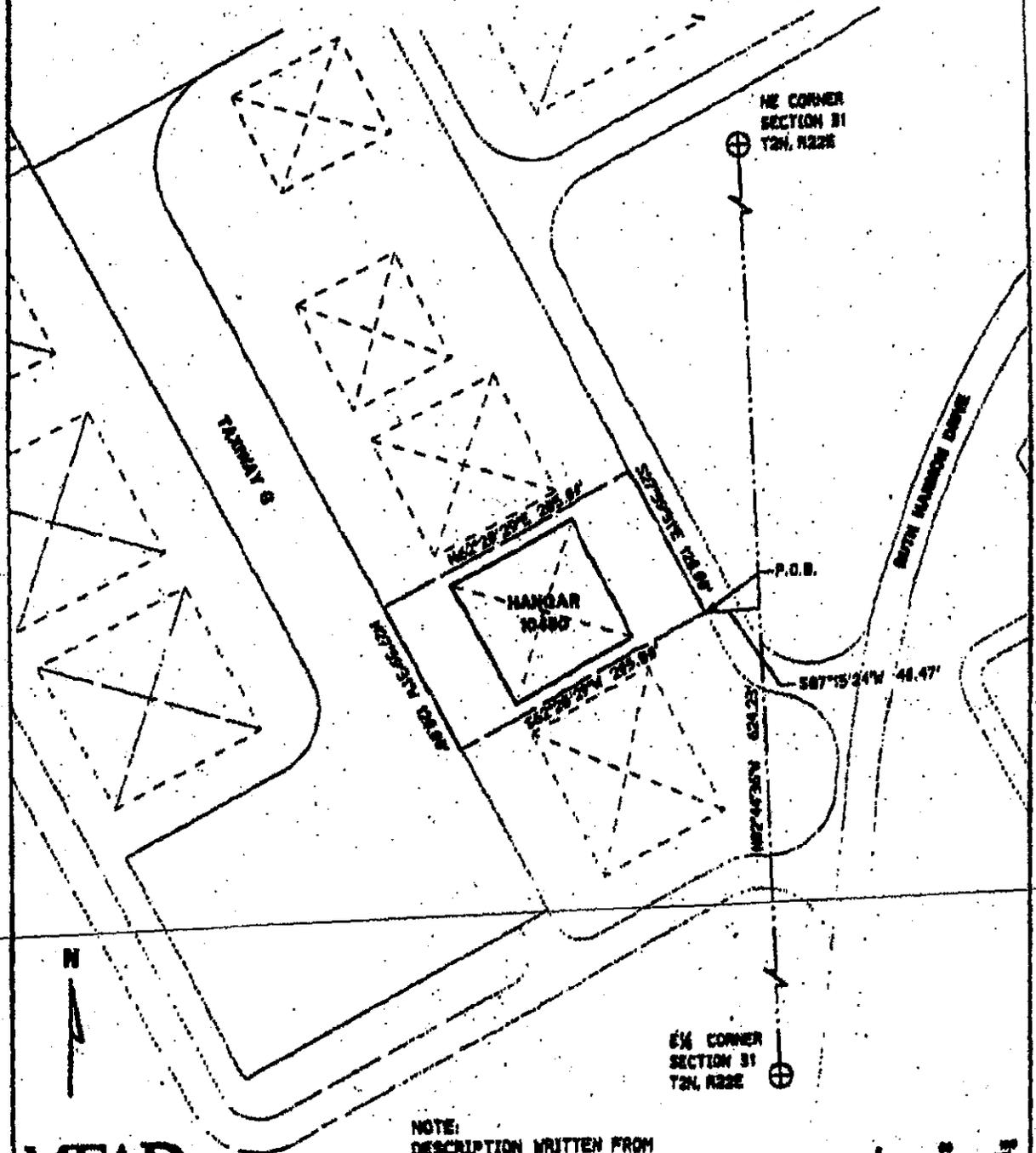
Signature pages follow

HANGAR 10450 LEASE DESCRIPTION

A parcel of land located in the SE1/4-NE1/4 of Section 31, T2N, R22E, City of Kenosha, Kenosha County, Wisconsin, more fully described as follows:

Commencing at the East 1/4 corner of said Section 31; thence N 82°-44'-36" W, along the east line of said NE1/4, 48.47 feet; thence S 87°-15'-24" W, 48.47 feet to the point of beginning; thence S 63°-28'-29" W, 295.88 feet; thence N 27°-39'-31" W, 129.88 feet; thence N 62°-29'-29" E, 295.88 feet; thence S 27°-39'-31" E 129.88 feet to the point of beginning.

Parcel contains 24,688 square feet, more or less.



NOTE:
DESCRIPTION WRITTEN FROM
EXISTING MAPPING, NO FIELD
VERIFICATION HAS BEEN DONE

MEAD & HUNT
Mead & Hunt, Inc.
6501 West Road, Suite 101
Madison, Wisconsin 53719-2700
Phone: 608-273-6390
Fax: 608-273-6391

**KENOSHA REGIONAL AIRPORT
HANGAR 10450
LEASE DESCRIPTION**

Dwg. No. **81/25/82**
N9105S-529
Sheet **1** of **1**
Job No. **K81-96A**

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 19

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursements for the period from 10/01/14 through 10/15/14 and have approved the disbursements as follows:

1. Checks numbered from 141849 through 142260 as shown on attached listing consisting of:

| | |
|----------------------------|---------------------|
| a. Debt Service | -0- |
| b. Investments | 1,148,190.02 |
| c. All Other Disbursements | 4,732,082.60 |
| SUBTOTAL | 5,880,272.62 |

PLUS:

| | |
|---|--------------|
| 2. City of Kenosha Payroll Wire Transfers from the same period: | 1,215,813.98 |
|---|--------------|

| | |
|-------------------------------------|---------------------|
| TOTAL DISBURSEMENTS APPROVED | 7,096,086.60 |
|-------------------------------------|---------------------|

| | |
|----------------------|---------------------|
| 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.

Respectfully submitted,

Carol J. Stanek

FISCAL NOTE
CITY OF KENOSHA
DEPT. OF FINANCE

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #19

ESTIMATED FINANCIAL IMPACT

No additional fiscal note needed.

Date Prepared: 10/24/14

Prepared By:



Reviewed By:



START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|---|
| 141849 | 10/01 | ABILITY GLASS, INC | 520-09-50202-246-000 520-09-50202-246-000 | 09/14 TD EMERGENCY R 09/14 TD EMERGENCY R CHECK TOTAL | 255.20 142.40 397.60 |
| 141850 | 10/01 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 110-09-56501-259-569 | 09/14 5044 22 AVE 09/14 7409 7 AVE CHECK TOTAL | 98.00 84.33 182.33 |
| 141851 | 10/01 | RNOW, INC. | 630-09-50101-393-000 630-09-50101-393-000 | 09/14-SE PARTS/MATER 09/14-SE PARTS/MATER CHECK TOTAL | 584.73 61.01 645.74 |
| 141852 | 10/01 | VIKING ELECTRIC SUPPLY | 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 110-03-53109-375-000 | 09/14-ST ELECTRICAL 09/14-ST ELECTRICAL 09/14-ST ELECTRICAL 09/14-ST ELECTRICAL CHECK TOTAL | 184.74 89.19 50.84 16.98 341.75 |
| 141853 | 10/01 | KENOSHA JOINT SERVICES | 110-02-52111-251-000 110-02-52202-251-000 | 10/14 JOINT SERVICES 10/14 JOINT SERVICES CHECK TOTAL | 222,155.07 55,538.77 277,693.84 |
| 141854 | 10/01 | KENOSHA NEWS | 110-01-50101-321-000 110-01-50101-321-000 | 07/21/14 CC MINUTES 08/14 ROLLING MEADW CHECK TOTAL | 443.20 70.26 513.46 |
| 141855 | 10/01 | KENOSHA UNIFIED SCHOOL | 110-05-55109-221-000 | 07/14 AMECHE ELECTRI | 110.68 |
| 141856 | 10/01 | TRAFFIC & PARKING CONTROL CO | 110-03-53109-373-000 | PUSH BUTTON | 834.50 |
| 141857 | 10/01 | WE ENERGIES | 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-02-52203-222-000 110-05-55109-221-000 | #37 08/17-09/16 #37 08/12-09/11 #37 08/14-09/15 #37 08/12-09/11 #37 08/11-09/10 #37 08/15-09/16 #37 08/10-09/09 #37 08/17-09/16 #37 08/14-09/15 #37 07/21-08/19 #37 08/13-09/14 #37 08/11-09/10 #37 08/13-09/14 #37 08/14-09/15 #37 08/11-09/10 #37 08/12-09/11 #37 08/11-09/10 #37 08/12-09/11 #37 08/11-09/10 #37 08/18-09/17 | 1,898.33 1,581.40 1,119.92 789.57 743.06 495.62 442.58 391.36 281.39 249.82 240.65 191.24 153.09 152.53 121.89 96.32 53.21 46.92 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|----------------------|----------------------|----------|
| | | | 632-09-50101-221-000 | #37 08/17-09/16 | 38.55 |
| | | | 110-02-52203-222-000 | #37 08/12-09/11 | 35.35 |
| | | | 110-03-53109-221-000 | #37 08/18-09/17 | 31.72 |
| | | | 519-09-50106-221-000 | #37 08/11-09/10 | 26.19 |
| | | | 110-05-55109-221-000 | #37 08/10-09/09 | 21.03 |
| | | | 110-05-55109-222-000 | #37 08/13-09/14 | 9.92 |
| | | | 110-01-51802-222-000 | #37 912 35 PEPSI | 9.67 |
| | | | 110-05-55109-222-000 | #37 08/11-09/10 | 9.30 |
| | | | 110-05-55109-221-000 | #37 08/13-08/22 | 2.82 |
| | | | | CHECK TOTAL | 9,233.45 |
| 141858 | 10/01 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 08/14-ST ASPHALT MAT | 984.52 |
| 141859 | 10/01 | REINDERS INC. | 110-05-55109-344-000 | 09/14 PA #2681 PARTS | 428.61 |
| | | | 110-05-55102-344-000 | 09/14 PA #2583 PARTS | 336.47 |
| | | | 110-05-55102-249-000 | 09/14 PA PARTS AND S | 82.42 |
| | | | 110-05-55102-249-000 | 09/14 PA PARTS AND S | 78.76 |
| | | | 110-05-55102-249-000 | 08/14 PA PARTS AND S | 33.67 |
| | | | 630-09-50101-393-000 | 09/14 CE RETURN | 465.40CR |
| | | | | CHECK TOTAL | 494.53 |
| 141860 | 10/01 | WEST GROUP | 110-01-50301-322-000 | 09/14 SUBSCRIPTIONS | 415.03 |
| 141861 | 10/01 | WISCONSIN FUEL & HEATING | 630-09-50101-393-000 | 09/14-CE LUBRICANTS/ | 1,781.71 |
| | | | 630-09-50101-393-000 | 09/14-CE LUBRICANTS/ | 461.65 |
| | | | | CHECK TOTAL | 2,243.36 |
| 141862 | 10/01 | CURTIS INDUSTRIES, INC | 630-09-50101-393-000 | 3/8' CHAIN | 2,667.50 |
| 141863 | 10/01 | DON'S AUTO PARTS | 630-09-50101-393-000 | 09/14 SE #2593 PARTS | 520.20 |
| | | | 630-09-50101-393-000 | 09/14 SE #2372 PARTS | 128.49 |
| | | | 110-02-52203-344-000 | 09/14 FD #4 PARTS & | 30.60 |
| | | | | CHECK TOTAL | 679.29 |
| 141864 | 10/01 | LOWE'S | 501-09-50105-357-000 | 08/14 SW MERCHANDISE | 323.33 |
| | | | 521-09-50101-344-000 | 08/14 AR MERCHANDISE | 119.37 |
| | | | 110-02-52203-353-000 | 08/14 FD MERCHANDISE | 113.94 |
| | | | 521-09-50101-361-000 | 08/14 AR MERCHANDISE | 84.55 |
| | | | 110-02-52203-382-000 | 08/14 FD MERCHANDISE | 67.56 |
| | | | 501-09-50105-344-000 | 08/14 SW MERCHANDISE | 52.03 |
| | | | 110-05-55102-244-000 | 08/14 PA MERCHANDISE | 35.74 |
| | | | 521-09-50101-382-000 | 08/14 AR MERCHANDISE | 11.28 |
| | | | 110-05-55109-249-000 | 08/14 PA MERCHANDISE | 9.48 |
| | | | 521-09-50101-341-000 | 08/14 AR MERCHANDISE | 3.77 |
| | | | | CHECK TOTAL | 821.05 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 141865 | 10/01 | OFFICEMAX | 501-09-50101-311-000 | 09/14 EN #2952 OFFC | 46.08 |
| | | | 501-09-50101-311-000 | 09/14 SW #2959 OFFC | 17.62 |
| | | | 631-09-50101-311-000 | 09/14 EN #2952 OFFC | 4.47 |
| | | | | CHECK TOTAL | 68.17 |
| 141866 | 10/01 | STATE CHEMICAL MANUFACTURING | 630-09-50101-393-000 | 09/14-SE MATERIALS | 1,642.32 |
| 141867 | 10/01 | NORTH AMERICAN SALT CO. | 630-00-16122-000-000 | ROAD SALT | 40,092.95 |
| | | | 630-00-16122-000-000 | ROAD SALT | 33,259.67 |
| | | | | CHECK TOTAL | 73,352.62 |
| 141868 | 10/01 | ALUMINUM FENCE CORPORATION | 405-11-51317-589-824 | FENCE-DOG PARK | 17,565.89 |
| | | | 110-05-55109-246-000 | INSTALL HEATER | 679.00 |
| | | | | CHECK TOTAL | 18,244.89 |
| 141869 | 10/01 | HARRIS GOLF CARS SALES/SERV | 524-05-50101-235-000 | 08/14-GOLF CART REPA | 75.18 |
| | | | 524-05-50101-235-000 | 08/14-GOLF CART REPA | 68.15 |
| | | | | CHECK TOTAL | 143.33 |
| 141870 | 10/01 | US CELLULAR | 521-09-50101-226-000 | 09/14 AR-CELL AIRTM | 17.41 |
| 141871 | 10/01 | UNITED HOSPITAL SYSTEM | 110-02-52102-219-000 | RECORDS #14-129144 | 88.59 |
| | | | 110-02-52102-219-000 | RECORDS #14-119843 | 61.07 |
| | | | | CHECK TOTAL | 149.66 |
| 141872 | 10/01 | GUTTORMSEN, HARTLEY, | 110-01-50301-219-000 | VITY V BOHNEN 08/14 | 112.50 |
| 141873 | 10/01 | JAMES IMAGING SYSTEMS, INC. | 110-01-50101-232-000 | 08/14 CT-OVERAGES | 828.14 |
| | | | 110-01-50101-232-000 | 09/14 CT-COPIER MNT | 539.82 |
| | | | 110-02-52101-232-000 | 09/14 PD-SERVICE AGR | 227.69 |
| | | | 631-09-50101-232-000 | 09/14 PW-COPIER CHGS | 162.40 |
| | | | 110-03-53101-232-000 | 09/14 PW-COPIER CHGS | 162.40 |
| | | | 501-09-50101-232-000 | 08/14 PW-COPIER CHGS | 162.39 |
| | | | 110-02-52201-232-000 | 08/14 FD-OVERAGE | 109.59 |
| | | | 631-09-50101-232-000 | 08/14 PW-OVERAGES | 63.78 |
| | | | 501-09-50101-232-000 | 08/14 PW-OVERAGES | 63.77 |
| | | | 110-01-51303-232-000 | 09/14 HR-SERVICE AGR | 59.14 |
| | | | 110-01-51601-232-000 | 09/14 CD-COPIER MNT | 50.22 |
| | | | 110-01-50301-232-000 | 09/14 LE-COPIER MNT | 45.49 |
| | | | 520-09-50301-232-000 | 09/14 TD-SERVICE AGR | 36.45 |
| | | | 110-05-55101-232-000 | 09/14 PA-COPIER MNT | 33.75 |
| | | | 110-03-53101-232-000 | 08/14 PW-OVERAGES | 31.89 |
| | | | 110-01-50901-232-000 | 09/14 AS-COPIER MNT | 22.74 |
| | | | 501-09-50105-232-000 | 09/14 ST-COPIER SERV | 22.45 |
| | | | 110-01-52001-232-000 | 09/14 MC-COPIER MNT | 19.13 |
| | | | 110-01-51301-232-000 | 09/14 AD-SERVICE AGR | 14.34 |
| | | | 521-09-50101-232-000 | 09/14 AR-COPIER MNT | 14.04 |
| | | | 110-03-53103-232-000 | 09/14 ST-COPIER MNT | 13.94 |
| | | | 110-01-51301-232-000 | 08/14 AD-OVERAGES | 13.56 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|------------|
| | | | 110-01-51303-232-000 | 08/14 HR-OVERAGES | 6.10 |
| | | | 110-01-51601-232-000 | 08/14 CD-OVERAGES | 3.99 |
| | | | 521-09-50101-232-000 | 08/14 AR-OVERAGES | .27 |
| | | | | CHECK TOTAL | 2,707.48 |
| 141874 | 10/01 | LEE PLUMBING, INC. | 521-09-50101-246-000 | 09/14-AR HVAC, PLUMB | 192.00 |
| | | | 110-01-51801-241-000 | 09/14-MB RM#302 HVAC | 149.00 |
| | | | | CHECK TOTAL | 341.00 |
| 141875 | 10/01 | HUMANA CLAIMS | 611-09-50101-155-527 | 09/26/14 MED CLAIMS | 137,801.35 |
| | | | 611-09-50101-155-527 | 09/30/14 MED CLAIMS | 99,300.30 |
| | | | 611-09-50101-155-527 | 09/26/14 PHARMACY | 55,955.00 |
| | | | 611-09-50101-155-527 | 09/29/14 PHARMACY | 12,466.61 |
| | | | 611-09-50101-155-527 | 09/29/14 MED CLAIMS | 8,657.09 |
| | | | 611-09-50101-155-527 | 09/30/14 PHARMACY | 946.81 |
| | | | | CHECK TOTAL | 315,127.16 |
| 141876 | 10/01 | PIONEER COMMERCIAL CLEANING | 110-01-51801-243-000 | 09/14-MB JANITORIAL | 3,735.00 |
| 141877 | 10/01 | US CELLULAR | 206-02-52205-226-000 | 09/14 FD-DATA CHGS | 142.93 |
| | | | 206-02-52205-226-000 | 09/14 FD-CELL SERVC | 76.92 |
| | | | 110-02-52102-226-000 | 09/14 PD-CELL AIRTM | 68.06 |
| | | | 206-02-52205-226-000 | 09/14 FD-ADDL SERVC | 36.64 |
| | | | 110-02-52103-226-000 | 09/14 PD-CELL AIRTM | 33.91 |
| | | | 110-05-55109-226-000 | 09/14 PA-CELL AIRTM | 17.83 |
| | | | 110-02-52108-226-000 | 09/14 PD-CELL AIRTM | 17.27 |
| | | | 110-05-55102-226-000 | 09/14 PA-CELL AIRTM | 14.01 |
| | | | 205-03-53119-226-000 | 09/14 ST-CELL AIRTM | 2.58 |
| | | | 110-05-55111-226-000 | 09/14 PA-CELL AIRTM | 1.27 |
| | | | 205-03-53118-226-000 | 09/14 WA-CELL AIRTM | 1.26 |
| | | | 110-03-53103-226-000 | 09/14 ST-CELL AIRTM | 1.26 |
| | | | 110-02-52101-226-000 | 09/14 PD-CELL AIRTM | .87 |
| | | | | CHECK TOTAL | 414.81 |
| 141878 | 10/01 | CUMMINS NPOWER, LLC | 520-09-50201-347-000 | 09/14 TD #4040 PARTS | 1,043.39 |
| | | | 520-09-50201-347-000 | 09/14 TD PARTS/SERVI | 461.00 |
| | | | 520-09-50201-347-000 | 09/14 TD CREDIT | 110.00CR |
| | | | | CHECK TOTAL | 1,394.39 |
| 141879 | 10/01 | MALSACK, J | 110-09-56501-259-570 | 9/14 5601 37TH AVE | 429.34 |
| | | | 110-09-56501-259-570 | 9/14 2109 62ND ST | 310.06 |
| | | | 110-09-56501-259-570 | 9/14 5900 34TH AVE | 266.00 |
| | | | 110-09-56501-259-570 | 9/14 6035 25TH AVE | 160.70 |
| | | | 110-09-56501-259-570 | 9/14 902 42ND ST | 137.78 |
| | | | 110-09-56501-259-570 | 9/14 6706 36TH AVE | 115.58 |
| | | | 110-09-56501-259-570 | 9/14 2022 61ST ST | 101.27 |
| | | | 110-09-56501-259-570 | 9/14 5406 25TH AVE | 99.68 |
| | | | 110-09-56501-259-570 | 9/14 7206 26TH AVE | 99.35 |
| | | | 110-09-56501-259-570 | 9/14 6116 24TH AVE | 92.99 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------------|----------------------|----------------------|----------|
| | | | 110-09-56501-259-570 | 9/14 7229 SHERIDAN | 72.50 |
| | | | 110-09-56501-259-570 | 9/14 4409 18TH AVE | 71.25 |
| | | | 110-09-56501-259-570 | 9/14 7711 28TH AVE | 70.92 |
| | | | 110-09-56501-259-570 | 9/14 4417 29TH AVE | 68.87 |
| | | | | CHECK TOTAL | 2,096.29 |
| 141880 | 10/01 | REGISTER OF DEEDS | 110-09-56501-259-565 | RAZE-6415 28 AVE | 30.00 |
| 141881 | 10/01 | INSTY-PRINTS | 110-03-53103-311-000 | 09/14 ST-CRACKFILL | 100.01 |
| | | | 110-05-55101-311-000 | 09/14 PA-ANDERSN PK | 28.00 |
| | | | | CHECK TOTAL | 128.01 |
| 141882 | 10/01 | REGNER VETERINARY CLINIC | 783-00-21995-000-000 | 09/14-CHICO VET SERV | 30.30 |
| 141883 | 10/01 | FIFTY STATES DIST. | 722-00-21988-000-000 | 09/14 PD-CRM PRVNTN | 17.47 |
| 141884 | 10/01 | FASTENAL COMPANY | 632-09-50101-389-000 | 09/14 SE TOOLS/MATER | 14.25 |
| 141885 | 10/01 | MOORE OIL COMPANY | 520-09-50401-341-000 | 09/14 TD LUBRICATION | 501.80 |
| | | | 110-02-52203-341-000 | 09/14 FD BULK OIL | 300.60 |
| | | | | CHECK TOTAL | 802.40 |
| 141886 | 10/01 | STAPLES | 110-02-52103-311-000 | 09/14-PD OFFICE SUPP | 24.77 |
| 141887 | 10/01 | MENARDS (KENOSHA) | 110-05-55109-344-000 | 08/14-PA MERCHANDISE | 76.97 |
| | | | 110-05-55111-249-000 | 09/14-PA MERCHANDISE | 70.32 |
| | | | 110-05-55109-344-000 | 08/14-PA MERCHANDISE | 41.95 |
| | | | 110-05-55111-246-000 | 09/14-PA MERCHANDISE | 19.94 |
| | | | 110-03-53109-389-000 | 09/14-ST MERCHANDISE | 7.34 |
| | | | 110-05-55109-344-000 | 09/14-PA RETURN MERC | 59.00CR |
| | | | | CHECK TOTAL | 157.52 |
| 141888 | 10/01 | BETTER CITIES & TOWNS | 110-01-51601-322-000 | YEAR SUBSCRIPTION | 29.00 |
| 141889 | 10/01 | DIXIE CHOPPER BUSINESS CTR | 110-02-52107-263-000 | 3 LODGING 9/17-19/14 | 504.00 |
| 141890 | 10/01 | TIME WARNER CABLE | 110-01-51102-233-000 | 9/17-10/16 INTERNET, | 1,070.50 |
| | | | 110-00-15601-000-000 | 9/17-10/16 INTERNET, | 60.50 |
| | | | | CHECK TOTAL | 1,131.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-------------------------------|----------------------|----------------------|------------|
| 141891 | 10/01 | BOUND TREE MEDICAL, LLC | 206-02-52205-318-000 | 09/14 FD MEDICAL SUP | 1,179.99 |
| | | | 206-02-52205-318-000 | 09/14 FD MEDICAL SUP | 84.00 |
| | | | 206-02-52205-318-000 | 09/14 FD MEDICAL SUP | 46.08 |
| | | | | CHECK TOTAL | 1,310.07 |
| 141892 | 10/01 | HAPPENINGS MAGAZINE | 524-05-50101-326-000 | GO-CHEESE-A-PALOOZA | 92.00 |
| 141893 | 10/01 | CLEANCO | 633-09-50101-243-000 | 09/14 JANITORIAL SER | 970.25 |
| 141894 | 10/01 | GILLIG CORPORATION | 520-09-50201-347-000 | 09/14-BUS PARTS | 918.88 |
| 141895 | 10/01 | FAHRNER ASPHALT SEALERS LLC | 402-11-51401-585-000 | EST 1 THRU 9/23/14 | 130,658.40 |
| 141896 | 10/01 | RED THE UNIFORM TAILOR | 110-02-52103-367-000 | 09/14 PD-UNIFORMS | 379.90 |
| | | | 110-02-52103-367-000 | 09/14 PD-UNIFORMS | 207.88 |
| | | | 110-02-52103-367-000 | 09/14 PD-UNIFORMS | 189.95 |
| | | | 110-02-52103-367-000 | 09/14 PD-UNIFORMS | 143.90 |
| | | | 110-02-52103-367-000 | 07/14 PD-UNIFORMS | 60.95 |
| | | | 110-02-52103-367-000 | 06/14 PD-UNIFORMS | 45.99 |
| | | | | CHECK TOTAL | 1,028.57 |
| 141897 | 10/01 | UNITED HEALTHCARE INSURANCE | 110-00-21534-000-000 | 10/14 DEDUCTIONS | 1,374.46 |
| 141898 | 10/01 | MAGILL CONSTRUCTION CO., INC. | 414-11-51308-583-000 | EST 2 THRU 8/31/14 | 45,367.20 |
| 141899 | 10/01 | YAHOO ACCOUNTS RECEIVABLE | 110-02-52102-219-000 | SEARCH 3 CASES | 20.00 |
| 141900 | 10/01 | FIREHOUSE PERFORMANCE | 110-02-52103-344-000 | 09/14 PD #141 TIRES | 578.97 |
| | | | 110-02-52103-344-000 | 09/14 PD #3206 TIRES | 303.76 |
| | | | | CHECK TOTAL | 882.73 |
| 141901 | 10/01 | DURKEE, MARY | 524-05-50101-397-000 | GOLF CONCESSIONS | 96.64 |
| 141902 | 10/01 | MILLSAPS, NINA M. | 611-09-50102-259-000 | HRA-REFRESHMENTS | 205.08 |
| 141903 | 10/01 | KRYSTOWIAK, PETER | 110-01-50901-261-000 | 9/17-19 OCONOMOWOC | 73.36 |
| | | | 110-01-50901-263-000 | 9/17-19 OCONOMOWOC | 38.36 |
| | | | | CHECK TOTAL | 111.72 |
| 141904 | 10/01 | CRUEY, EDWARD | 110-01-50901-263-000 | 9/17-19 OCONOMOWOC | 48.08 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|-------------------|------------------|---------------------------------|---------------------------------|---------------------------------|----------------------|
| 141905 | 10/01 | THORNE, TODD A | 110-02-52107-263-000 | 9/17-19 GREENCASTLE | 87.00 |
| 141906 | 10/01 | ZENTMYER, JENNIFER | 631-09-50101-261-000 | 09/14 262 MILES | 146.72 |
| 141907 | 10/03 | CHESTER ELECTRONICS SUPPLY | 110-02-52102-365-000 | 09/14 PD PARTS & MAT | 352.00 |
| 141908 | 10/03 | KENOSHA CO HEALTH DIVISION | 110-04-54101-252-000 | 10/14 HEALTH SERV | 45,404.08 |
| 141909 | 10/03 | COMSYS, INCORPORATED | 110-01-51102-215-000 | 10/8-11/7/14 SERVICE | 40,773.03 |
| | | | 501-09-50101-215-000 | 10/8-11/7/14 SERVICE | 10,193.26 |
| | | | | CHECK TOTAL | 50,966.29 |
| 141910 | 10/03 | HWY C SERVICE | 110-03-53113-235-000 | 09/11 ST-SERV/PARTS | 249.60 |
| | | | 110-05-55109-361-000 | 09/14 PA-SERV/PARTS | 202.01 |
| | | | 501-09-50106-361-000 | 09/14 PA-SERV/PARTS | 96.10 |
| | | | | CHECK TOTAL | 547.71 |
| 141911 | 10/03 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/03/14 CITY HRLY | 10,837.05 |
| | | | 110-00-21562-000-000 | 10/03/14 WATER HRLY | 3,170.87 |
| | | | 110-00-21562-000-000 | 10/03/14 MUSEUM HRLY | 15.00 |
| | | | | CHECK TOTAL | 14,022.92 |
| 141912 | 10/03 | LANDMARK TITLE CORPORATION | 110-09-56501-259-565 | 09/14 6415 28 AVE | 50.00 |
| 141913 | 10/03 | SHOPKO STORES | 110-02-52203-382-000 | 09/14 FD #4 MERCHAND | 95.93 |
| 141914 | 10/03 | LORENZ TOPSOIL | 501-09-50105-353-000 | 09/14 TOPSOIL | 35.00 |
| 141915 | 10/03 | KENOSHA COUNTY | 110-02-52105-283-000 | 10/14 RENT | 11,566.67 |
| 141916 | 10/03 | WILLKOMM INC., JERRY | 630-09-50101-391-000 | 09/14 CE UNLEADED GA | 25,880.09 |
| | | | 520-09-50106-341-000 | 09/14 TD DIESEL FUEL | 22,964.88 |
| | | | | CHECK TOTAL | 48,844.97 |
| 141917 | 10/03 | WIS DEPT OF REVENUE | 110-00-21512-000-000 | 09/16-31/14 DEDUCTS | 104,826.53 |
| 141918 | 10/03 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 09/14 ASPHALT MATERI | 1,445.26 |
| 141919 | 10/03 | ZARNOTH BRUSH WORKS, INC. | 501-09-50104-344-000 | 09/14 SWEEPER PARTS/ | 772.80 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 141920 | 10/03 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/03/14 HRLY DEDCT | 18,917.53 |
| | | | 110-00-21511-000-000 | 10/03/14 HRLY DEDCT | 11,157.19 |
| | | | 110-00-21612-000-000 | 10/03/14 HRLY DEDCT | 11,157.16 |
| | | | 110-00-21614-000-000 | 10/03/14 HRLY DEDCT | 2,987.58 |
| | | | 110-00-21514-000-000 | 10/03/14 HRLY DEDCT | 2,987.46 |
| | | | | CHECK TOTAL | 47,206.92 |
| 141921 | 10/03 | NEHER ELECTRIC SUPPLY | 630-09-50101-393-000 | 09/14 PHILLIPS LAMPS | 81.00 |
| 141922 | 10/03 | FEDEX | 110-01-51306-312-000 | 09/14 CD-WANGARD | 22.35 |
| 141923 | 10/03 | OFFICEMAX | 110-02-52206-369-000 | MOBILE CLR SCANNER | 124.33 |
| | | | 110-01-51101-311-000 | 09/14 FN #2960 OFFC | 112.10 |
| | | | 110-01-51101-311-000 | 09/14 FN #2960 OFFC | 20.24 |
| | | | 110-01-51101-311-000 | 09/14 FN #2960 CORR | 12.10CR |
| | | | | CHECK TOTAL | 244.57 |
| 141924 | 10/03 | WIS DEPT OF REVENUE | 110-00-21581-000-000 | 09/16-31/14 DEDUCTS | 908.30 |
| 141925 | 10/03 | NORTH AMERICAN SALT CO. | 630-00-16122-000-000 | ROAD SALT | 23,668.09 |
| | | | 630-00-16122-000-000 | ROAD SALT | 19,917.44 |
| | | | | CHECK TOTAL | 43,585.53 |
| 141926 | 10/03 | HOLLAND SUPPLY, INC. | 630-09-50101-393-000 | 09/14 HYDRAULIC FITT | 154.21 |
| | | | 630-09-50101-393-000 | 09/14 HYDRAULIC FITT | 94.80 |
| | | | 501-09-50105-344-000 | 09/14 SW-HYDRAULIC F | 84.05 |
| | | | 520-09-50201-347-000 | 09/14 TD-HYDRAULIC F | 35.34 |
| | | | 630-09-50101-393-000 | 09/14 HYDRAULIC FITT | 31.70 |
| | | | | CHECK TOTAL | 400.10 |
| 141927 | 10/03 | ACCURATE PRINTING CO., INC. | 520-09-50301-311-000 | 09/14 TD-LETTERHEAD | 96.00 |
| | | | 110-03-53103-311-000 | 09/14 ST-PARK SIGNS | 65.00 |
| | | | 110-01-50101-311-000 | 09/14 CT-ALDMN BC'S | 45.00 |
| | | | | CHECK TOTAL | 206.00 |
| 141928 | 10/03 | CONCRETE SPECIALTIES CO. | 403-11-51102-588-000 | 09/14 STRUCTUR/MTRL | 450.00 |
| 141929 | 10/03 | SERWE IMPLEMENT MUNICIPAL | 630-09-50101-393-000 | 09/14 PARTS & SERVIC | 284.42 |
| 141930 | 10/03 | VERMEER SALES & SERVICE | 630-09-50101-393-000 | 09/14 #3183 PARTS/SE | 144.69 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| 141931 | 10/03 | MESSERLI & KRAMER P.A. | 110-00-21581-000-000 | 10/03/14 DEDUCTION | 69.49 |
| 141932 | 10/03 | KEN'S TRUCK REPAIR, INC. | 403-11-51303-579-000 | SEMI DUMP TRAILER | 50,235.79 |
| | | | 403-11-51303-579-000 | WET KIT CONVERSION | 4,000.00 |
| | | | 403-11-51303-579-000 | TARP | 3,500.00 |
| | | | 403-11-51303-579-000 | OPTION NO. 2, | 2,923.80 |
| | | | 403-11-51303-579-000 | OPTION NO. 4, | 1,860.17 |
| | | | 403-11-51303-579-000 | OPTION NO. 3, | 1,580.25 |
| | | | 403-11-51303-934-560 | TRADE FLEET #2640 | 7,000.00CR |
| | | | | CHECK TOTAL | 57,100.01 |
| 141933 | 10/03 | LEE PLUMBING, INC. | 110-00-21581-000-000 | 10/03/14 DEDUCTION | 157.53 |
| 141934 | 10/03 | UNISOURCE WORLDWIDE | 110-01-51101-311-000 | 09/14 FN PAPER PRODU | 442.70 |
| 141935 | 10/03 | LAKESIDE INTERNATIONAL TRUCK | 205-03-53118-344-000 | PANEL REPAIRS | 4,308.14 |
| 141936 | 10/03 | US CELLULAR | 631-09-50101-226-000 | 09/14 EN-CELL AIRTM | 118.18 |
| | | | 110-01-51601-226-000 | 09/14 CD-CELL AIRTM | 56.77 |
| | | | 110-01-51801-226-000 | 09/14 MB-CELL SERVC | 6.48 |
| | | | 520-09-50401-226-000 | 09/14 TD-CELL AIRTM | 5.10 |
| | | | 110-01-51601-226-000 | 09/14 CD-CELL AIRTM | 2.63 |
| | | | | CHECK TOTAL | 189.16 |
| 141937 | 10/03 | MALSACK, J | 110-09-56501-259-570 | 9/14 6106 23RD AVE | 559.86 |
| | | | 110-09-56501-259-570 | 9/14 10018 66TH ST | 271.65 |
| | | | 110-09-56501-259-570 | 9/14 3017 60TH ST | 182.59 |
| | | | 110-09-56501-259-570 | 9/14 6121 50TH AVE | 150.46 |
| | | | 110-09-56501-259-570 | 9/14 7732 9TH CT | 144.96 |
| | | | 110-09-56501-259-570 | 9/14 6526 5TH AVE | 88.40 |
| | | | 110-09-56501-259-570 | 9/14 1510 62ND ST | 42.99 |
| | | | 110-09-56501-259-570 | 9/14 6703 21ST AVE | 16.23 |
| | | | 110-09-56501-259-570 | 9/14 6801 22ND AVE | 4.89 |
| | | | | CHECK TOTAL | 1,462.03 |
| 141938 | 10/03 | JENSEN TOWING | 110-02-52103-219-000 | 09/14 #2972 TOWING | 15.00 |
| 141939 | 10/03 | KENOSHA STARTER & ALTERNATOR | 630-09-50101-393-000 | 09/14 CE-PARTS/LABR | 196.93 |
| | | | 630-09-50101-393-000 | 09/14 CE #2481 SERVC | 193.98 |
| | | | 630-09-50101-393-000 | 09/14 CE #2920 SERV | 69.24 |
| | | | 630-09-50101-393-000 | 09/14 CE PARTS/LABR | 61.51 |
| | | | | CHECK TOTAL | 521.66 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 141940 | 10/03 | AUTUMN SUPPLY | 520-09-50201-382-000 | 09/14 TD PARTS AND M | 231.50 |
| 141941 | 10/03 | JOHNSON BANK | 110-00-21532-000-000 110-00-21532-000-000 | 10/03/14 CITY HRLY 10/03/14 WATER HRLY CHECK TOTAL | 1,170.00 404.62 1,574.62 |
| 141942 | 10/03 | STEEP EQUIPMENT CO. | 630-09-50101-393-000 | 09/14 #2395 PARTS/MA | 237.48 |
| 141943 | 10/03 | MINNESOTA/WI PLAYGROUND | 110-05-55109-386-000 | ANDERSON PARK EQUIP. | 3,366.02 |
| 141944 | 10/03 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 110-00-21581-000-000 110-00-21581-000-000 | 10/03/14 G GRANADO 10/03/14 DEDUCTION 10/03/14 DEDUCTION CHECK TOTAL | 104.00 87.00 45.00 236.00 |
| 141945 | 10/03 | GLEASON REDI-MIX | 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 402-11-51401-585-000 403-11-51102-588-000 403-11-51102-588-000 403-11-51102-588-000 | 09/14 CONCRETE MTRLS 09/14 CONCRETE MTRLS CHECK TOTAL | 1,901.29 1,330.00 997.50 700.00 577.50 490.00 440.00 310.00 220.00 6,966.29 |
| 141946 | 10/03 | MENARDS (KENOSHA) | 110-05-55109-344-000 110-05-55103-353-000 110-05-55109-386-000 110-03-53116-382-000 | 08/14 PA MERCHANDISE 08/14 GREEN HOUSE 08/14 PA MERCHANDISE 09/14 WA MERCHANDISE CHECK TOTAL | 102.99 65.67 61.68 47.94 278.28 |
| 141947 | 10/03 | VERBAL INK (OUTSKIRTS, INC.) | 110-09-56405-161-000 | 9/23/14 W/C | 52.50 |
| 141948 | 10/03 | HABITAT FOR HUMANITY | 262-06-50303-259-000 248-06-50401-259-000 247-06-50401-259-000 | #5734418 - REQ #1 #5734421 - 9/14 OH #5734421 - 9/14 OH CHECK TOTAL | 35,239.23 17,083.05 1,920.00 54,242.28 |
| 141949 | 10/03 | GRASSCAPE LANDSCAPING OF WI | 758-09-51610-259-000 | CONCRETE CONTRACT | 12,556.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 141950 | 10/03 | WIS SCTF | 110-00-21581-000-000 | 10/03/14 HRLY DEDCT | 1,801.03 |
| 141951 | 10/03 | MONTAGE ENTERPRISES | 630-09-50101-393-000 | MOWER KNIFE KIT | 300.24 |
| 141952 | 10/03 | AUTO GLASS SPECIALISTS, INC. | 630-09-50101-393-000 | 09/14 #2581 GLASS | 316.89 |
| 141953 | 10/03 | TIME WARNER CABLE | 110-01-51102-233-000 | 9/19-10/09 STORES GA | 139.95 |
| 141954 | 10/03 | WHOLESALE DIRECT INC | 110-02-52203-344-000 | 09/14 FD PARTS & MAT | 130.32 |
| | | | 110-02-52203-344-000 | 09/14 FD PARTS & MAT | 33.55 |
| | | | | CHECK TOTAL | 163.87 |
| 141955 | 10/03 | GANDER MOUNTAIN | 110-02-52109-365-000 | 09/14 SUPPL/EQUIPMT | 149.98 |
| | | | 110-02-52106-365-000 | 09/14 SUPPL/EQUIPMT | 24.99 |
| | | | | CHECK TOTAL | 174.97 |
| 141956 | 10/03 | KENOSHA TIRE | 524-05-50101-344-000 | 09/14 GO #2664 TIRES | 82.00 |
| 141957 | 10/03 | COMPREHENSIVE ORTHOPAEDICS | 110-09-56405-161-000 | 2/25/14 W/C | 545.88 |
| | | | 110-09-56405-161-000 | 2/19/14 W/C | 289.80 |
| | | | 110-09-56405-161-000 | 4/4/14 W/C | 93.60 |
| | | | 110-09-56405-161-000 | 3/12/14 W/C | 93.60 |
| | | | 110-09-56405-161-000 | 5/14/14 W/C | 72.80 |
| | | | 110-09-56405-161-000 | 5/16/14 W/C | 56.70 |
| | | | | CHECK TOTAL | 1,152.38 |
| 141958 | 10/03 | MEDICAL SYSTEMS INC | 110-09-56405-161-000 | 9/22/14 W/C | 1,090.00 |
| 141959 | 10/03 | IOD INCORPORATED | 110-09-56405-161-000 | 9/19/14 W/C | 101.95 |
| | | | 110-09-56405-161-000 | 9/16/14 W/C | 53.49 |
| | | | | CHECK TOTAL | 155.44 |
| 141960 | 10/03 | IHC - KENOSHA RADIOLOGY LLC | 110-09-56405-161-000 | 2/21/14 W/C | 335.75 |
| 141961 | 10/03 | AURORA HEALTH CARE | 110-09-56405-161-000 | 5/29/14 W/C | 3,402.98 |
| | | | 110-09-56405-161-000 | 5/13-29/14 W/C | 862.78 |
| | | | 110-09-56405-161-000 | 5/29/14 W/C | 487.90 |
| | | | 110-09-56405-161-000 | 5/27/14 W/C | 254.15 |
| | | | | CHECK TOTAL | 5,007.81 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|----------|
| 141962 | 10/03 | WORK INJURY MGMNT SOLUTIONS | 110-09-56405-161-000 | 8/28/14 W/C | 429.09 |
| | | | 110-09-56405-161-000 | 8/21/14 W/C | 396.15 |
| | | | 110-09-56405-161-000 | 8/7/14 W/C | 338.43 |
| | | | 110-09-56405-161-000 | 7/28/14 W/C | 331.89 |
| | | | 110-09-56405-161-000 | 8/12/14 W/C | 330.15 |
| | | | 110-09-56405-161-000 | 8/26/14 W/C | 248.43 |
| | | | | CHECK TOTAL | 2,074.14 |
| 141963 | 10/03 | COMPREHENSIVE CLINICAL AND | 110-09-56405-161-000 | 8/27/14 W/C | 102.37 |
| 141964 | 10/03 | MAXIMUM MEDICAL IMPROVEMENTS | 110-09-56405-161-000 | 9/8/14 W/C | 449.70 |
| 141965 | 10/03 | EQUIAN LLC | 110-09-56405-161-000 | 8/1-31/14 W/C | 6,476.13 |
| 141966 | 10/03 | EQUIAN LLC | 110-09-56405-161-000 | 5/2/14 W/C | 14.86 |
| 141967 | 10/03 | SELECTIVE HEARING CENTERS | 110-09-56405-161-000 | 8/13/14 W/C | 4,840.00 |
| 141968 | 10/03 | WILLIE, RICHARD & SHIRLEY | 110-00-21112-000-000 | SPCL ASMNT OVERPAY | 2.46 |
| 141969 | 10/03 | MCCUTCHER, ANTHONY R | 110-01-50301-219-000 | WITNESS 14-CV-1389 | 20.48 |
| 141970 | 10/03 | SHERID, MAZIN M. | 110-01-50301-219-000 | WITNESS 14-CV-1389 | 21.15 |
| 141971 | 10/03 | MUNNELLY, GREGORY | 110-09-56405-161-000 | 9/29/14 MILEAGE | 282.74 |
| 141972 | 10/08 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 | 09/14 2224 54 ST | 110.12 |
| | | | 110-09-56501-259-569 | 09/14 3007 85 ST | 90.12 |
| | | | 110-09-56501-259-569 | 09/14 6116 24 AVE | 80.00 |
| | | | | CHECK TOTAL | 280.24 |
| 141973 | 10/08 | BLONER, JOHN JR | 761-09-50101-264-000 | REG/RENEWALS | 137.56 |
| 141974 | 10/08 | WISCONSIN STEAM CLEANER | 110-05-55109-344-000 | REPAIR WASHER | 364.11 |
| 141975 | 10/08 | RNOW, INC. | 630-09-50101-393-000 | 09/14-SE PARTS/MATER | 1,809.56 |
| | | | 630-09-50101-393-000 | 09/14-SE PARTS/MATER | 307.02 |
| | | | 630-09-50101-393-000 | 09/14-SE PARTS/MATER | 54.36 |
| | | | | CHECK TOTAL | 2,170.94 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 141976 | 10/08 | VIKING ELECTRIC SUPPLY | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 101.25 |
| 141977 | 10/08 | INTERSTATE ELECTRIC SUPPLY | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 114.64 |
| | | | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 11.00 |
| | | | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 9.51 |
| | | | | CHECK TOTAL | 135.15 |
| 141978 | 10/08 | KENOSHA COUNTY SHERIFF DEPT | 241-00-24202-000-000 | JAG 2013 DJ-BX-1181 | 12,938.00 |
| 141979 | 10/08 | KENOSHA NEWS | 110-01-50101-321-000 | 09/14-CT 2ND READ OR | 28.46 |
| | | | 110-01-50301-219-000 | 09/14-LE WARD/PATTON | 23.77 |
| | | | 110-01-51601-321-000 | 09/14-CD TID REVIEW | 23.10 |
| | | | 110-01-50101-321-000 | 09/14-CT 1ST READ OR | 16.41 |
| | | | | CHECK TOTAL | 91.74 |
| 141980 | 10/08 | SHERWIN WILLIAMS CO. | 110-03-53110-389-000 | 09/14 ST PAINT/SUPPL | 8.54 |
| 141981 | 10/08 | KENOSHA WATER UTILITY | 227-09-50101-223-000 | 5/31-7/31 KEP SWU | 14,950.38 |
| 141982 | 10/08 | WE ENERGIES | 217-06-51610-259-000 | #5731942 UTILITIES | 24.26 |
| | | | 217-06-51612-259-000 | #5731946 UTILITIES | 23.57 |
| | | | 217-06-51611-259-000 | #5731943 UTILITIES | 23.32 |
| | | | 217-06-51615-259-000 | #5731940 UTILITIES | 23.04 |
| | | | | CHECK TOTAL | 94.19 |
| 141983 | 10/08 | REINDERS INC. | 110-05-55102-344-000 | 09/14 PA PARTS AND S | 82.05 |
| | | | 110-05-55102-344-000 | 09/14 PA RETURN PART | 76.02CR |
| | | | | CHECK TOTAL | 6.03 |
| 141984 | 10/08 | KENOSHA WATER UTILITY | 110-05-55109-224-000 | RING RD METER | 210.00 |
| | | | 110-05-55109-224-000 | HARBORPARK METER | 89.88 |
| | | | 205-03-53119-224-000 | COMPOST METER | 47.49 |
| | | | | CHECK TOTAL | 347.37 |
| 141985 | 10/08 | OFFICEMAX | 632-09-50101-311-000 | 09/14 SE #2966 OFFC | 197.14 |
| | | | 110-01-51601-311-000 | 09/14 CD #2963 OFFC | 132.35 |
| | | | 110-01-51301-311-000 | 09/14 AD #2962 OFFC | 59.17 |
| | | | 110-03-53101-311-000 | 09/14 PW #2961 OFFC | 37.49 |
| | | | 110-01-51201-311-000 | 09/14 CT #2695 OFFC | 35.23 |
| | | | 110-01-51101-362-000 | CHAIRMAT | 34.99 |
| | | | 110-02-52201-311-000 | 09/14 FD #2964 OFFC | 33.00 |
| | | | 110-01-51301-311-000 | 09/14 AD #2962 OFFC | 2.75 |
| | | | 110-01-51601-311-000 | 09/14 CD #2693 RTN | 12.47CR |
| | | | 110-01-51201-311-000 | 09/14 AD #2695 RETN | 15.25CR |
| | | | | CHECK TOTAL | 504.40 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|-------------|
| 141986 | 10/08 | LINCOLN CONTRACTORS SUPPLY | 501-09-50105-367-000 | 09/14-SW TOOLS/SUPPL | 72.36 |
| | | | 501-09-50105-361-000 | 09/14-SW TOOLS/SUPPL | 41.00 |
| | | | | CHECK TOTAL | 113.36 |
| 141987 | 10/08 | ALUMINUM FENCE CORPORATION | 110-05-55109-249-000 | POERIO GATES | 345.96 |
| 141988 | 10/08 | NEENAH FOUNDRY CO. (K0363) | 630-09-50101-393-000 | STORM SEWER CASTINGS | 21,927.31 |
| | | | 630-09-50101-393-000 | STORM SEWER CASTINGS | 984.00 |
| | | | | CHECK TOTAL | 22,911.31 |
| 141989 | 10/08 | GORDIE BOUCHER FORD OF KENO | 501-09-50105-344-000 | REPAIRS #3100 | 83.01 |
| 141990 | 10/08 | ACCURATE PRINTING CO., INC. | 110-02-52103-311-000 | 09/14 PD BC'S PRINTI | 60.00 |
| 141991 | 10/08 | STRAND ASSOCIATES, INC. | 110-03-53117-219-000 | MONITOR WELL ABNDMT | 1,813.00 |
| 141992 | 10/08 | KENOSHA HOUSING AUTHORITY | 248-06-50202-259-000 | #5737858 9 & 10/14 | 15,083.00 |
| | | | 217-06-52602-259-000 | TBRA ADMIN 8-9/14 | 2,113.36 |
| | | | | CHECK TOTAL | 17,196.36 |
| 141993 | 10/08 | LEE PLUMBING, INC. | 501-09-50105-246-000 | 09/14-ST HVAC, PLUMB | 780.00 |
| 141994 | 10/08 | RUEKERT & MIELKE, INC. | 403-11-51212-589-000 | 7/12-8/08 TASK 2 | 10,972.78 |
| | | | 403-11-51212-589-000 | 08/09-09/05 TASK 2 | 10,407.53 |
| | | | 402-11-51404-586-000 | 7/12-8/08 ARCGIS | 2,750.00 |
| | | | 501-09-50102-219-000 | 8/09-9/5 ILLICIT DIS | 1,360.00 |
| | | | 501-09-50102-219-000 | 7/23-8/08 ILLICIT DI | 1,360.00 |
| | | | 420-11-51411-589-000 | 8/09-9/05 ARCGIS | 737.50 |
| | | | 420-11-51411-589-000 | 7/12-8/08 ARCGIS | 62.50 |
| | | | | CHECK TOTAL | 27,650.31 |
| 141995 | 10/08 | ADVANCED DISPOSAL | 205-03-53118-253-000 | 07/14 BACK HAULS | 8,572.46 |
| | | | 205-03-53118-253-000 | 06/14 BACK HAULS | 7,520.87 |
| | | | 205-03-53118-253-000 | 8/14 390.60 TONS | 6,687.08 |
| | | | 205-00-46397-000-000 | 06/14 REBATE | 9,735.13CR |
| | | | 205-00-46397-000-000 | 07/14 REBATE | 10,955.66CR |
| | | | | CHECK TOTAL | 2,089.62 |
| 141996 | 10/08 | ELECTRICAL CONTRACTORS, INC | 110-05-55111-246-000 | FILTER MODULE REPAIR | 346.27 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|----------------------|----------------------|----------|
| 141997 | 10/08 | WASTE MGMT OF MILWAUKEE | 110-05-55108-282-000 | 09/14-SOUTHPORT PORT | 154.00 |
| 141998 | 10/08 | CABLE & SONS, INC | 110-05-55109-354-000 | SHAGBARK GRAVEL | 60.00 |
| | | | 110-05-55109-354-000 | SHAGBARK GRAVEL | 60.00 |
| | | | 110-05-55109-354-000 | SHAGBARK GRAVEL | 60.00 |
| | | | 110-05-55109-354-000 | SHAGBARK GRAVEL | 60.00 |
| | | | | CHECK TOTAL | 240.00 |
| 141999 | 10/08 | MOORE OIL COMPANY | 520-09-50106-341-000 | 08/14-TD-LUBRICATION | 1,501.88 |
| 142000 | 10/08 | MARESCALCO COUNTYWIDE | 758-09-51610-259-000 | SURVEY 5814 19 AV | 300.00 |
| 142001 | 10/08 | FOTH INFRASTRUCTURE AND | 405-11-51305-219-000 | SP MARINA ENG SERV | 4,715.41 |
| | | | 403-11-51102-588-000 | STORM WATER OUTFALL | 2,560.00 |
| | | | 405-11-51305-219-000 | DREDGING FEASIBILIT | 2,119.50 |
| | | | | CHECK TOTAL | 9,394.91 |
| 142002 | 10/08 | STAPLES | 110-02-52103-311-000 | 09/14-PD OFFICE SUPP | 456.89 |
| | | | 110-02-52103-311-000 | 09/14-PD OFFICE SUPP | 431.76 |
| | | | 110-02-52103-311-000 | 09/14-PD OFFICE SUPP | 194.98 |
| | | | | CHECK TOTAL | 1,083.63 |
| 142003 | 10/08 | MSC INDUSTRIAL SUPPLY | 110-02-52203-344-000 | 09/14 FD SUPPLIES/RE | 107.72 |
| 142004 | 10/08 | MENARDS (KENOSHA) | 110-05-55109-357-000 | 09/14-PA BENCHES MER | 622.38 |
| | | | 501-09-50105-355-000 | 09/14-SW MERCHANDISE | 180.18 |
| | | | 110-05-55111-249-000 | 09/14-PA MERCHANDISE | 108.99 |
| | | | 110-02-52110-389-000 | 09/14-ST MERCHANDISE | 58.22 |
| | | | 110-05-55104-344-000 | 09/14-PA MERCHANDISE | 44.41 |
| | | | 110-05-55111-246-000 | 09/14-PA MERCHANDISE | 39.07 |
| | | | 217-06-51614-259-000 | #5731937 - SUPPLIES | 35.44 |
| | | | 110-05-55109-344-000 | 09/14-PA MERCHANDISE | 31.84 |
| | | | 501-09-50105-355-000 | 09/14-SW MERCHANDISE | 29.90 |
| | | | 217-06-51614-259-000 | #5729590 - SUPPLIES | 19.15 |
| | | | | CHECK TOTAL | 1,169.58 |
| 142005 | 10/08 | DELL COMPUTERS | 110-01-51102-539-000 | DELL BACKPACKS | 158.37 |
| 142006 | 10/08 | MILLER ENGINEERS SCIENTISTS | 403-11-51217-589-000 | PERMIT APPLICATIONS | 3,000.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|--|
| 142007 | 10/08 | DOCTORS OF LANDSCAPING | 227-09-50101-249-000 227-09-50101-249-000 | 09/14 PW GRASS CUTTI 08/14 PW GRASS CUTTI CHECK TOTAL | 4,400.00 4,400.00 8,800.00 |
| 142008 | 10/08 | ELECTION SOURCE | 110-01-51901-311-000 | THERMAL PAPER | 159.13 |
| 142009 | 10/08 | KASDORF, LEWIS & SWIETLIK | 110-09-56402-219-000 110-09-56402-219-000 | THOMPkins V CITY FINLEY V CITY CHECK TOTAL | 165.10 71.30 236.40 |
| 142010 | 10/08 | DAWES RIGGING & CRANE RENTAL | 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 | SPROCKET SPROCKET REPAIR PART PIN NUT CHECK TOTAL | 684.34 142.04 137.25 4.05 967.68 |
| 142011 | 10/08 | CLARK DIETZ, INC | 403-11-51416-219-000 | ENGINEERING SERVICES | 5,880.00 |
| 142012 | 10/08 | FIREHOUSE PERFORMANCE | 110-02-52103-344-000 | 09/14 PD #3140 TIRES | 207.95 |
| 142013 | 10/08 | KTR PROPERTY TRUST III | 501-00-13114-000-000 | SWU 33098 OVERPAY | 423.24 |
| 142014 | 10/08 | SERVICELINK | 110-00-21106-000-000 110-00-21106-000-000 110-00-21106-000-000 | REISSUE CK #134264 REISSUE CK #134256 REISSUE CK #134261 CHECK TOTAL | 411.81 344.07 249.20 1,005.08 |
| 142015 | 10/08 | DEMARIO, JOHN | 110-02-52107-263-000 | REISSUE CK #134036 | 8.00 |
| 142016 | 10/08 | TIG KERKMAN | 520-09-50201-233-000 | TRANSIT RTE LICENSE | 124.00 |
| 142017 | 10/10 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 110-09-56501-259-569 | 09/14 4803 38 AVE 09/14 2510 55 ST 09/14 5538 31 AVE 09/14 5706 8 AVE CHECK TOTAL | 98.00 98.00 98.00 78.00 372.00 |
| 142018 | 10/10 | VIKING ELECTRIC SUPPLY | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 223.56 |
| 142019 | 10/10 | KENOSHA AREA CONVENTION & | 110-00-41204-999-000 | 4TH PYMT PROJ 2014 | 108,355.21 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| 142020 | 10/10 | HWY C SERVICE | 420-11-51401-579-000 | TOOLCAT 5600 | 53,931.00 |
| 142021 | 10/10 | INTERSTATE ELECTRIC SUPPLY | 520-09-50401-347-000 | 09/14-TD ELECTRICAL | 149.50 |
| | | | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 114.64 |
| | | | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 114.64 |
| | | | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 16.41 |
| | | | 110-03-53103-246-000 | 10/14-ST ELECTRICAL | 13.96 |
| | | | 110-03-53103-246-000 | 09/14-ST ELECTRICAL | 9.11 |
| | | | 110-03-53109-375-000 | 09/14-ST ELECTRICAL | 6.63 |
| | | | | CHECK TOTAL | 424.89 |
| 142022 | 10/10 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/10/14 CITY HRLY | 10,837.05 |
| | | | 110-00-21562-000-000 | 10/10/14 WATER HRLY | 3,170.87 |
| | | | 110-00-21562-000-000 | 10/10/14 MUSEUM HRLY | 15.00 |
| | | | | CHECK TOTAL | 14,022.92 |
| 142023 | 10/10 | KENOSHA CO HUMANE SOCIETY | 110-00-21112-000-000 | OVER AUGUST LICENSE | 105.00 |
| 142024 | 10/10 | UNITED HOSPITAL SYSTEMS INC | 110-09-56405-161-000 | 2/21/14 W/C | 1,994.26 |
| | | | 110-09-56405-161-000 | 5/31/14 W/C | 360.00 |
| | | | 110-02-52101-219-000 | 09/14 LAB 14-133451 | 49.60 |
| | | | 110-02-52101-219-000 | 09/14 LAB 14-125217 | 49.60 |
| | | | 110-02-52101-219-000 | 09/14 LAB 14-131881 | 49.60 |
| | | | | CHECK TOTAL | 2,503.06 |
| 142025 | 10/10 | FIRST SUPPLY CO. | 110-02-52203-382-000 | 09/14 FD #3 SUPPLIES | 34.72 |
| 142026 | 10/10 | WE ENERGIES | 110-03-53109-221-000 | 12/13-9/14 3301 80TH | 469.79 |
| 142027 | 10/10 | OAKES & SON, INC., A. W. | 402-11-51404-586-000 | EST 3 THRU 9/30/14 | 187,287.18 |
| | | | 403-11-51401-585-000 | EST 3 THRU 9/30/14 | 15,940.00 |
| | | | | CHECK TOTAL | 203,227.18 |
| 142028 | 10/10 | KENOSHA WATER UTILITY | 420-11-51210-589-846 | 4/7-9/5 GW O&M | 726.77 |
| | | | 420-11-51210-589-846 | 2/7-4/7 GW O&M | 668.59 |
| | | | 497-11-50102-219-846 | 4/7-9/5 GW O&M | 204.98 |
| | | | 497-11-50102-219-846 | 2/7-4/7 GW O&M | 188.57 |
| | | | | CHECK TOTAL | 1,788.91 |
| 142029 | 10/10 | STREICHER'S POLICE EQUIPMENT | 110-02-52103-365-000 | POLICE OFFICER EQUIP | 1,566.50 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------------|----------------------|----------------------|------------|
| 142030 | 10/10 | WISCONSIN FUEL & HEATING | 110-03-53117-341-000 | 09/14-WA LUBRICANTS/ | 795.50 |
| 142031 | 10/10 | BADGER OIL EQUIPMENT CO. | 630-09-50101-393-000 | 09/14 FUEL PUMP REPA | 642.44 |
| 142032 | 10/10 | FABCO EQUIPMENT, INC. | 630-09-50101-393-000 | 09/14 SE PARTS & MAT | 600.00 |
| 142033 | 10/10 | KENOSHA WATER UTILITY | 110-00-21913-000-000 | 09/14 TEMP PERMITS | 22,493.16 |
| | | | 110-00-21914-000-000 | 09/14 BILL COLLECTN | 5,371.72 |
| | | | | CHECK TOTAL | 27,864.88 |
| 142034 | 10/10 | DOVER FLAG & MAP | 110-05-55109-389-000 | US FLAG | 425.43 |
| | | | 110-05-55109-389-000 | US FLAG | 258.80 |
| | | | 110-05-55109-389-000 | POW/MIA FLAG | 76.05 |
| | | | | CHECK TOTAL | 760.28 |
| 142035 | 10/10 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/10/14 HRLY DEDCT | 18,851.45 |
| | | | 110-00-21612-000-000 | 10/10/14 HRLY DEDCT | 10,873.32 |
| | | | 110-00-21511-000-000 | 10/10/14 HRLY DEDCT | 10,873.18 |
| | | | 110-00-21614-000-000 | 10/10/14 HRLY DEDCT | 2,978.73 |
| | | | 110-00-21514-000-000 | 10/10/14 HRLY DEDCT | 2,978.65 |
| | | | | CHECK TOTAL | 46,555.33 |
| 142036 | 10/10 | CHASE BANK KENOSHA | 761-00-21513-000-000 | 09/14 KCM DEDUCTS | 592.00 |
| | | | 761-09-50101-158-000 | 09/14 KCM DEDUCTS | 353.34 |
| | | | 761-00-21511-000-000 | 09/14 KCM DEDUCTS | 353.34 |
| | | | 761-00-21514-000-000 | 09/14 KCM DEDUCTS | 82.64 |
| | | | 761-09-50101-158-000 | 09/14 KCM DEDUCTS | 82.63 |
| | | | | CHECK TOTAL | 1,463.95 |
| 142037 | 10/10 | ZAK, PAUL | 110-02-52203-165-000 | 10/14 BENEFITS | 861.97 |
| 142038 | 10/10 | INDUSTRIAL MARKETING | 630-09-50101-393-000 | 09/14-SWEEPER#2993 | 1,987.59 |
| 142039 | 10/10 | NORTH AMERICAN SALT CO. | 630-00-16122-000-000 | ROAD SALT | 53,821.99 |
| | | | 630-00-16122-000-000 | ROAD SALT | 43,958.60 |
| | | | 630-00-16122-000-000 | ROAD SALT | 15,298.82 |
| | | | 630-00-16122-000-000 | ROAD SALT | 5,836.56 |
| | | | | CHECK TOTAL | 118,915.97 |
| 142040 | 10/10 | CONCRETE SPECIALTIES CO. | 403-11-51102-588-000 | 09/14 ST STRUCTURES/ | 582.50 |
| | | | 403-11-51102-588-000 | 09/14 ST STRUCTURES/ | 160.00 |
| | | | | CHECK TOTAL | 742.50 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT | | |
|---------|------------|------------------------------|----------------------|----------------------|------------|-------------------|------------|
| 142041 | 10/10 | BENDLIN FIRE EQUIPMENT CO. | 110-02-52206-358-000 | 09/14 FD #7 PARTS/MA | 945.00 | | |
| | | | 110-02-52206-358-000 | 09/14 FD #7 PARTS/MA | 945.00 | | |
| | | | 110-02-52206-358-000 | 09/14 FD #4 PARTS/MA | 945.00 | | |
| | | | 110-02-52206-358-000 | 09/14 FD #4 PARTS/MA | 945.00 | | |
| | | | 110-02-52203-344-000 | 09/14 FD #4 PARTS/MA | 86.61 | | |
| | | | | CHECK TOTAL | 3,866.61 | | |
| 142042 | 10/10 | AECOM TECHNICAL SERVICES INC | 227-09-50101-219-000 | 8/2-29 SW INVEST. | 35,582.61 | | |
| | | | 420-11-51210-589-846 | 7/5-8/1 SW INVEST. | 3,544.53 | | |
| | | | 420-11-51210-589-846 | 8/2-29 GW SYSTEM | 2,792.74 | | |
| | | | 497-11-50101-219-000 | 7/5-8/1 SW INVEST. | 2,041.63 | | |
| | | | 497-11-50102-219-846 | 7/5-8/1 SW INVEST. | 999.74 | | |
| | | | 497-11-50102-219-846 | 8/2-29 GW SYSTEM | 787.70 | | |
| | | | 420-11-51210-589-846 | 7/5-8/29 BLDG 53 | 617.48 | | |
| | | | 420-11-51210-589-846 | 7/5-8/29 BLDG 53 | 345.20 | | |
| | | | 497-11-50102-219-846 | 7/5-8/29 BLDG 53 | 271.52 | | |
| | | | | CHECK TOTAL | 46,983.15 | | |
| 142043 | 10/10 | UNITED HOSPITAL SYSTEM | 110-09-56402-219-000 | D WILSON 5/11/11 | 525.82 | | |
| 142044 | 10/10 | AECOM TECHNICAL SERVICES INC | 420-11-51310-589-000 | 7/5-8/29 ENVIRO SUPT | 1,378.31 | | |
| 142045 | 10/10 | LEE PLUMBING, INC. | 110-03-53103-241-000 | 09/14-ST HVAC, PLUMB | 298.41 | | |
| 142046 | 10/10 | LEE PLUMBING, INC. | 110-00-21581-000-000 | 10/10/14 DEDUCTION | 157.53 | | |
| 142047 | 10/10 | GENFARE | 520-09-50201-347-000 | 08/14-TD FARE BOX PA | 12.68 | | |
| 142048 | 10/10 | HUMANA CLAIMS | 611-09-50101-155-527 | 10/07/14 MED CLAIMS | 501,255.75 | | |
| | | | 611-09-50101-155-527 | 10/01/14 MED CLAIMS | 154,114.39 | | |
| | | | 611-09-50101-155-527 | 10/03/14 MED CLAIMS | 48,940.46 | | |
| | | | 611-09-50101-155-527 | 10/06/14 MED CLAIMS | 32,269.28 | | |
| | | | 611-09-50101-155-527 | 10/08/14 MED CLAIMS | 22,424.14 | | |
| | | | 611-09-50101-155-527 | 10/06/14 PHARMACY | 11,245.74 | | |
| | | | 611-09-50101-155-527 | 10/08/14 PHARMACY | 7,878.74 | | |
| | | | 611-09-50101-155-527 | 10/01/14 PHARMACY | 6,292.11 | | |
| | | | 611-09-50101-155-527 | 10/02/14 MED CLAIMS | 4,750.65 | | |
| | | | 611-09-50101-155-527 | 10/02/14 PHARMACY | 3,785.52 | | |
| | | | 611-09-50101-155-527 | 10/03/14 PHARMACY | 2,364.50 | | |
| | | | 611-09-50101-155-527 | 10/07/14 PHARMACY | 769.05 | | |
| | | | | | | CHECK TOTAL | 796,090.33 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------------|----------------------|----------------------|-----------|
| 142049 | 10/10 | US CELLULAR | 501-09-50103-226-000 | 08/14 SW-CELL AIRTM | 26.17 |
| | | | 501-09-50103-226-000 | 09/14 SW-CELL AIRTM | 18.34 |
| | | | 501-09-50106-226-000 | 08/14 SW-CELL AIRTM | 3.00 |
| | | | 501-09-50106-226-000 | 09/14 SW-CELL AIRTM | 2.03 |
| | | | | CHECK TOTAL | 49.54 |
| 142050 | 10/10 | EMERGING COMMUNITIES CORP | 420-11-51310-589-000 | 10/14 SERVICES | 2,500.00 |
| 142051 | 10/10 | WASTE MANAGEMENT OF WI | 110-03-53117-253-416 | 09/14 1201.5 TONS | 29,076.30 |
| | | | 110-03-53117-253-416 | 09/14 WDNR TONNAGE | 15,619.50 |
| | | | 110-03-53117-253-416 | 09/14 FUEL SURCHARGE | 2,499.88 |
| | | | 110-03-53117-253-417 | 09/14 12 CMPCT PULLS | 2,085.60 |
| | | | 110-03-53117-253-417 | 09/14 81.82 TONS | 1,980.04 |
| | | | 110-03-53117-253-417 | 09/14 WDNR TONNAGE | 1,063.66 |
| | | | 501-09-50104-253-000 | 09/14 22.79 TONS | 551.52 |
| | | | 110-03-53117-253-417 | 09/13 FUEL SURCHARGE | 352.38 |
| | | | 110-03-53117-253-416 | 09/14 ENVIRO SURCHG | 300.00 |
| | | | 501-09-50104-253-000 | 09/14 WDNR TONNAGE | 296.27 |
| | | | 110-03-53117-253-417 | 09/14 ENVIRO SURCHG | 72.00 |
| | | | 501-09-50104-253-000 | 09/14 FUEL SURCHARGE | 48.50 |
| | | | 501-09-50104-253-000 | 09/14 ENVIRO SURCHG | 24.00 |
| | | | | CHECK TOTAL | 53,969.65 |
| 142052 | 10/10 | VERIZON WIRELESS | 420-11-51210-589-846 | 7/19-8/18 KEP LINE | 61.80 |
| | | | 497-11-50102-219-846 | 7/19-8/18 KEP LINE | 17.42 |
| | | | | CHECK TOTAL | 79.22 |
| 142053 | 10/10 | MALSACK, J | 110-09-56501-259-570 | 9/14 8040 SHERIDAN | 249.31 |
| | | | 110-09-56501-259-570 | 9/14 1712 55TH ST | 173.64 |
| | | | 110-09-56501-259-570 | 9/14 6344 10TH AVE | 172.63 |
| | | | 110-09-56501-259-570 | 9/14 5103 28TH AVE | 141.55 |
| | | | 110-09-56501-259-570 | 9/14 4221 35TH ST | 120.20 |
| | | | 110-09-56501-259-570 | 9/14 5427 58 ST | 119.60 |
| | | | 110-09-56501-259-570 | 9/14 1346 56TH ST | 116.64 |
| | | | 110-09-56501-259-570 | 9/14 4053 30TH AVE | 100.68 |
| | | | 110-09-56501-259-570 | 9/14 912 47TH ST | 94.60 |
| | | | 110-09-56501-259-570 | 9/14 5506 19TH AVE | 92.62 |
| | | | 110-09-56501-259-570 | 9/14 4013 35TH AVE | 89.77 |
| | | | 110-09-56501-259-570 | 9/14 4055 35TH AVE | 84.79 |
| | | | 110-09-56501-259-570 | 9/14 5817 23RD AVE | 78.12 |
| | | | 110-09-56501-259-570 | 9/14 3410 44TH ST | 60.85 |
| | | | 110-09-56501-259-570 | 9/14 5503 23RD AVE | 49.35 |
| | | | 110-09-56501-259-570 | 9/14 4001 35TH AVE | 34.91 |
| | | | 110-09-56501-259-570 | 9/14 4401 35TH AVE | 29.92 |
| | | | 110-09-56501-259-570 | 9/14 4007 35TH AVE | 29.92 |
| | | | 110-09-56501-259-570 | 9/14 2502 54TH ST | 27.64 |
| | | | 110-09-56501-259-570 | 9/14 1501 54TH ST | 25.11 |
| | | | 110-09-56501-259-570 | 9/14 3404 44TH ST | 19.95 |
| | | | | CHECK TOTAL | 1,911.80 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------------|----------------------|----------------------|----------|
| 142054 | 10/10 | WASTE MGMT OF MILWAUKEE | 524-05-50101-282-000 | 09/14 PORTABLE RESTR | 150.50 |
| 142055 | 10/10 | MID-TOWN PETROLEUM | 520-09-50106-341-000 | 09/14-TD DIESEL EXHA | 748.80 |
| 142056 | 10/10 | LETTERING MACHINE | 110-02-52103-367-000 | POLO SHIRT | 943.00 |
| | | | 110-02-52103-367-000 | POLO SHIRT | 533.50 |
| | | | 110-02-52103-367-000 | POLO SHIRT | 164.00 |
| | | | 110-02-52103-367-000 | POLO SHIRT | 84.00 |
| | | | 110-02-52103-367-000 | POLO SHIRT | 49.50 |
| | | | | CHECK TOTAL | 1,774.00 |
| 142057 | 10/10 | WIS DEPT OF REVENUE | 761-00-21512-000-000 | 09/14 KCM DEDUCTS | 253.20 |
| 142058 | 10/10 | JANESVILLE POLICE DEPT | 245-09-50101-264-000 | 7/20-24/14 T SCHAAL | 200.00 |
| 142059 | 10/10 | ALUMITANK INC | 630-09-50101-393-000 | 09/14 SE PARTS & MAT | 915.37 |
| 142060 | 10/10 | ESRI-WI USER GROUP | 501-09-50103-264-000 | E REED-10/21-24 | 900.00 |
| 142061 | 10/10 | JOHNSON BANK | 110-00-21532-000-000 | 10/10/14 CITY HRLY | 1,170.00 |
| | | | 110-00-21532-000-000 | 10/10/14 WATER HRLY | 404.62 |
| | | | | CHECK TOTAL | 1,574.62 |
| 142062 | 10/10 | WI DEPT OF ADMINISTRATION | 110-02-52201-311-000 | WKC-8165 25 FORMS | 42.00 |
| 142063 | 10/10 | CLIFTON LARSON ALLEN | 761-09-50101-219-000 | TAX FORM PREP | 1,500.00 |
| 142064 | 10/10 | FASTENAL COMPANY | 110-03-53103-385-000 | 09/14 ST TOOLS/MATER | 94.45 |
| | | | 205-03-53118-344-000 | 09/14 WA TOOLS/MATER | 63.51 |
| | | | 630-09-50101-393-000 | 09/14 SE #2476 TOOLS | 3.73 |
| | | | | CHECK TOTAL | 161.69 |
| 142065 | 10/10 | WRIGHT EXPRESS FSC | 110-03-53109-341-000 | 09/14 CNG | 119.62 |
| | | | 110-03-53103-341-000 | 09/14 CNG | 29.90 |
| | | | | CHECK TOTAL | 149.52 |
| 142066 | 10/10 | MOHAWK MFG. & SUPPLY CO. | 520-09-50201-347-000 | 09/14 BUS PARTS | 45.00 |
| 142067 | 10/10 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 | 10/10/14 DEDUCTION | 104.00 |
| | | | 110-00-21581-000-000 | 10/10/14 DEDUCTION | 87.00 |
| | | | 110-00-21581-000-000 | 10/10/14 DEDUCTION | 45.00 |
| | | | | CHECK TOTAL | 236.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|---|------------------------------------|
| 142068 | 10/10 | LOGISTICS PLUS | 205-03-53118-219-000 | 09/14-TIRE RECYCLING | 3,600.00 |
| 142069 | 10/10 | MSC INDUSTRIAL SUPPLY | 520-09-50201-347-000 520-09-50201-347-000 | 09/14-TD SHOP SUPPLI 09/14-TD SHOP SUPPLI CHECK TOTAL | 420.25 69.98 490.23 |
| 142070 | 10/10 | MENARDS (KENOSHA) | 110-02-52203-259-000 110-03-53113-361-000 | 09/14-FD#3 MERCHANDI 09/14-ST MERCHANDISE CHECK TOTAL | 45.98 36.69 82.67 |
| 142071 | 10/10 | PAYNE & DOLAN | 402-11-51401-585-000 403-11-51202-588-000 | EST 2 THRU 9/26/14 EST 2 THRU 9/26/14 CHECK TOTAL | 84,363.17 5,862.03 90,225.20 |
| 142072 | 10/10 | MORRISH WALLACE CONSTRUCTION | 405-11-51305-219-000 | EST 1 THRU 9/22/14 | 190,502.98 |
| 142073 | 10/10 | VERBAL INK (OUTSKIRTS, INC.) | 110-09-56405-161-000 | 9/29/14 W/C | 82.25 |
| 142074 | 10/10 | IRIS USA SHOP - B2B | 422-11-51405-561-000 | STORAGE BOXES-SQUADS | 1,392.05 |
| 142075 | 10/10 | J. GARDNER & ASSOCIATES, LLC | 110-02-52110-311-000 | JR. POLICE BADGES | 685.00 |
| 142076 | 10/10 | WIS SCTF | 110-00-21581-000-000 | 10/10/14 HRLY DEDCT | 1,804.78 |
| 142077 | 10/10 | BJS SYSTEMS INC | 632-09-50101-246-000 | CRANE REPAIR P140829 | 733.44 |
| 142078 | 10/10 | B & H PHOTO-VIDEO INC | 206-02-52205-369-000 | CAMCORDER/EQUIPMENT | 1,880.31 |
| 142079 | 10/10 | KENOSHA COUNTY | 110-09-56501-259-567 | 9/15/14 RES 108-14 | 1,194.69 |
| 142080 | 10/10 | KUSSMAUL ELECTRONICS CO, INC | 206-02-52205-344-000 | 09/14-FD PARTS | 110.94 |
| 142081 | 10/10 | FABCO RENTS | 501-09-50105-282-000 | 09/14 SW EQUIPMENT R | 5,206.50 |
| 142082 | 10/10 | NICOLET NATURAL SE | 761-09-50101-389-000 | 10/14 WATER COOLER | 7.95 |
| 142083 | 10/10 | WISCONSIN PARK AND | 110-05-55101-264-000 | M DURKEE 11/4-7 | 300.00 |
| 142084 | 10/10 | OLYMPIA RESORT & CONF CENTER | 110-02-52107-263-000 | 9/24-25 9 OFFICERS | 800.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|----------------------|----------------------|----------------------|-----------|
| 142085 | 10/10 | RIMKUS, JASON | 761-09-50101-111-000 | 10/01-15/14 SERVICE | 1,933.04 |
| | | | 761-00-21514-000-000 | 10/01-15/14 SERVICE | 28.03CR |
| | | | 761-00-21512-000-000 | 10/01-15/14 SERVICE | 95.80CR |
| | | | 761-00-21599-000-000 | 10/01-15/14 SERVICE | 96.65CR |
| | | | 761-00-21511-000-000 | 10/01-15/14 SERVICE | 119.85CR |
| | | | 761-00-21513-000-000 | 10/01-15/14 SERVICE | 220.00CR |
| | | | | CHECK TOTAL | 1,372.71 |
| 142086 | 10/10 | PIRO, RALPH | 761-09-50101-111-000 | 10/01-15/14 SERVICE | 916.45 |
| | | | 761-00-21514-000-000 | 10/01-15/14 SERVICE | 13.29CR |
| | | | 761-00-21599-000-000 | 10/01-15/14 SERVICE | 25.00CR |
| | | | 761-00-21512-000-000 | 10/01-15/14 SERVICE | 30.80CR |
| | | | 761-00-21511-000-000 | 10/01-15/14 SERVICE | 56.82CR |
| | | | 761-00-21513-000-000 | 10/01-15/14 SERVICE | 76.00CR |
| | | | | CHECK TOTAL | 714.54 |
| 142087 | 10/10 | AIRGAS NORTH CENTRAL | 520-09-50201-317-000 | 09/14 INDUSTRIAL GAS | 186.51 |
| | | | 110-02-52106-365-000 | MARKER PAINTSTIK B | 157.49 |
| | | | 206-02-52205-389-000 | 09/14 FD #3 OXYGEN C | 89.20 |
| | | | 206-02-52205-389-000 | 08/14 FD #4 OXYGEN C | 81.80 |
| | | | 206-02-52205-389-000 | 09/14 FD #5 OXYGEN C | 66.46 |
| | | | 206-02-52205-389-000 | 08/14 FD #3 OXYGEN C | 37.60 |
| | | | 206-02-52205-389-000 | 08/14 FD #5 OXYGEN C | 37.60 |
| | | | 206-02-52205-344-000 | 08/14 FD #4 OXYGEN C | 37.20 |
| | | | 206-02-52205-389-000 | 08/14 FD #7 OXYGEN C | 33.60 |
| | | | 206-02-52205-344-000 | 08/14 FD #7 OXYGEN C | 18.60 |
| | | | 206-02-52205-389-000 | 08/14 FD #5 OXYGEN C | 17.99 |
| | | | 206-02-52205-389-000 | 09/14 FD #3 OXYGEN C | 14.91 |
| | | | | CHECK TOTAL | 778.96 |
| 142088 | 10/10 | SOUTHPORT MARINA | 110-05-55109-221-000 | EON METER 1-6/14 | 10,585.38 |
| 142089 | 10/10 | KENOSHA GROUNDS CARE | 110-05-55104-249-000 | ANDERSON REPAIRS | 1,869.00 |
| 142090 | 10/10 | CLARK DIETZ, INC | 403-11-51415-219-000 | 7/26-8/29 SERVICES | 2,880.00 |
| 142091 | 10/10 | MEDEX LLC | 520-09-50101-161-000 | 10/3/14 W/C | 800.00 |
| 142092 | 10/10 | IOD INCORPORATED | 110-09-56402-219-000 | WILSON MED RECORDS | 174.10 |
| | | | 110-09-56402-219-000 | WILSON MED RECORDS | 80.21 |
| | | | | CHECK TOTAL | 254.31 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|---------------------|------------|
| 142093 | 10/10 | HEALTHPORT | 110-09-56402-219-000 | WILSON RECORDS | 114.22 |
| | | | 110-09-56402-219-000 | WILSON RECORDS | 98.92 |
| | | | | CHECK TOTAL | 213.14 |
| 142094 | 10/10 | KENOSHA EMERGENCY PHYSICIANS | 110-09-56405-161-000 | 6/21/14 W/C | 336.60 |
| 142095 | 10/10 | AURORA HEALTH CARE | 110-09-56405-161-000 | 6/28/14 W/C | 2,715.75 |
| | | | 110-09-56405-161-000 | 8/15/14 W/C | 57.80 |
| | | | | CHECK TOTAL | 2,773.55 |
| 142096 | 10/10 | BOSTANCHE, JOHN DPM | 110-09-56405-161-000 | 8/1/14 W/C | 260.00 |
| 142097 | 10/10 | WHEATON FRANCISCAN HEALTH | 110-09-56402-219-000 | WILSON RECORDS | 160.00 |
| 142098 | 10/10 | AURORA ADVANCED HEALTHCARE | 110-09-56405-161-000 | 9/10/14 W/C | 168.30 |
| 142099 | 10/10 | LGIP MUSEUM | 110-00-21805-000-000 | 10-01-14 WIRE TRANS | 133,000.00 |
| 142100 | 10/10 | GRAMMENTZ, TAMI | 110-00-21905-000-000 | BEACH HOUSE-9/20/14 | 300.00 |
| 142101 | 10/10 | BEST WESTERN EAST TOWNE | 245-09-50101-263-000 | 3 LODGE 7/28-8/1/14 | 1,050.00 |
| 142102 | 10/10 | AVENUE A ARTS | 110-00-21905-000-000 | BEACH HOUSE 9/26/14 | 300.00 |
| 142103 | 10/10 | AIELLO, CHUCK | 222-09-50101-259-000 | FALL FEST 10/11/14 | 400.00 |
| 142104 | 10/10 | MCKEE ASSOCIATES | 110-00-21119-000-000 | ESCROW 12214 75 ST | 5,000.00 |
| 142105 | 10/10 | 4 GUY'S HOLDINGS, LLC | 110-00-21112-000-000 | SPCL ASSESSMENT | 2.04 |
| 142106 | 10/10 | HILL, KARRY | 110-00-21905-000-000 | BEACH HOUSE-9/21/14 | 300.00 |
| 142107 | 10/10 | SALAS, SHARON | 402-11-51304-586-000 | SIDEWALK REPAIR | 620.00 |
| 142108 | 10/10 | ZUFFA, MICHAEL | 402-11-51304-586-000 | SIDEWALK REPAIR | 528.00 |
| 142109 | 10/10 | BIDDLE, JOEL | 402-11-51304-586-000 | SIDEWALK REPAIR | 1,386.00 |
| 142110 | 10/10 | CHANSKY, KELLY | 402-11-51304-586-000 | SIDEWALK REPAIR | 1,050.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------|----------------------|----------------------|----------|
| 142111 | 10/10 | ANDERSON, ROBERT | 402-11-51304-586-000 | SIDEWALK REPAIR | 504.00 |
| 142112 | 10/10 | KREWSON, SHARON | 110-01-51601-261-000 | 09/14 488 MILES | 273.28 |
| 142113 | 10/10 | LEMENS, MICHAEL | 110-03-53101-264-000 | 8/16-19 TORONTO | 785.35 |
| | | | 110-03-53101-263-000 | 8/16-19 TORONTO | 519.00 |
| | | | 110-03-53101-262-000 | 8/16-19 TORONTO | 285.16 |
| | | | 110-03-53101-261-000 | 04-05/14 411 MILES | 230.16 |
| | | | 110-03-53101-261-000 | 01-03/14 409 MILES | 229.04 |
| | | | 110-03-53101-262-000 | 4/9/14-DETROIT | 178.00 |
| | | | 110-03-53101-261-000 | 08-09/14 297 MILES | 166.32 |
| | | | 110-03-53101-261-000 | 07/14 232 MILES | 129.92 |
| | | | 110-03-53101-261-000 | 8/16-19 TORONTO | 53.63 |
| | | | 110-03-53101-261-000 | APWA-4/30-5/2 MILW | 30.00 |
| | | | 110-03-53101-262-000 | 4/9/14-DETROIT | 17.19 |
| | | | 110-03-53101-263-000 | 4/9/14-DETROIT | 15.94 |
| | | | | CHECK TOTAL | 2,639.71 |
| 142114 | 10/10 | BUCK, WAYDE B | 521-09-50101-261-000 | 08/14 181 MILES | 101.36 |
| 142115 | 10/10 | BALL, DOUGLAS J. | 110-02-52103-263-000 | 9/26/14 WINNEBAGO | 12.00 |
| 142116 | 10/10 | DURKEE, MARY | 110-05-55101-264-000 | SEPRC REG FEES | 30.00 |
| 142117 | 10/10 | SALAS, DEBRA | 110-01-51901-263-000 | ELECTN PREP EXPENSES | 8.07 |
| 142118 | 10/10 | LATTERGRASS, PAULA | 724-00-21933-000-000 | FALL FEST PRIZES | 212.36 |
| 142119 | 10/10 | DEN HARTOG, WARREN J. | 110-02-52107-263-000 | 9/24-26 WI DELLS | 24.00 |
| 142120 | 10/10 | SWARTZ, MARTHA E. | 110-01-51601-261-000 | 09/14 173 MILES | 96.88 |
| 142121 | 10/10 | DESCHLER, STEVEN H. | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142122 | 10/10 | HECKEL, EUGENE W. | 110-02-52107-263-000 | 9/8-12 & 9/17-19 | 111.00 |
| | | | 110-02-52102-341-000 | 9/8-12 & 9/17-19 | 57.00 |
| | | | | CHECK TOTAL | 168.00 |
| 142123 | 10/10 | NOSALIK, JOSEPH | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|---------------------|----------------------|----------------------|----------|
| 142124 | 10/10 | MIKOLAS, KEVIN | 110-01-51601-261-000 | 09/14 705 MILES | 394.80 |
| 142125 | 10/10 | RIESELMANN, JOSEPH | 110-02-52102-341-000 | 9/8-9/12 FT MCCOY | 43.58 |
| | | | 110-02-52107-263-000 | 9/8-9/12 FT MCCOY | 24.00 |
| | | | | CHECK TOTAL | 67.58 |
| 142126 | 10/10 | BELLER, JAMES | 110-02-52107-261-000 | 9/15-9/26 EVANSTON | 79.75 |
| 142127 | 10/10 | CHIAPPETTA, LOUIS | 110-01-51601-261-000 | 09/14 336 MILES | 188.16 |
| 142128 | 10/10 | WASHINGTON, AL | 110-01-50901-261-000 | 09/14 196 MILES | 109.76 |
| 142129 | 10/10 | KAISER, JERALD | 110-02-52107-263-000 | 9/24-26 WI DELLS | 24.00 |
| 142130 | 10/10 | CRUEY, EDWARD | 110-01-50901-261-000 | 09/14 135 MILES | 75.60 |
| 142131 | 10/10 | ALBRECHT, TREVOR | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142132 | 10/10 | BENVENUTO, NICHOLAS | 110-02-52103-263-000 | 9/29/14 WINNEBAGO | 12.00 |
| 142133 | 10/10 | THOMSEN, JOHN | 110-02-52203-341-000 | 9/23-26 WIS RAPIDS | 53.77 |
| 142134 | 10/10 | KUNZ, JOSHUA | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142135 | 10/10 | ROHDE, JOHN | 110-02-52107-263-000 | 9/14-19 LODG 1 OFFCR | 430.00 |
| | | | 110-02-52107-263-000 | LODGING WJOA 9/24-26 | 345.00 |
| | | | 110-02-52107-263-000 | THORNE 9/17-19 LODG | 278.88 |
| | | | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 10.00 |
| | | | | CHECK TOTAL | 1,063.88 |
| 142136 | 10/10 | HAMILTON, WILLIE | 110-02-52103-263-000 | 9/29/14 WINNEBAGO | 12.00 |
| | | | 110-02-52103-263-000 | 9/26/14 WINNEBAGO | 12.00 |
| | | | | CHECK TOTAL | 24.00 |
| 142137 | 10/10 | BOSMAN, KEITH | 110-01-51301-341-000 | GAS FOR MAYOR'S VAN | 25.40 |
| 142138 | 10/10 | SANCHEZ, MARGARITO | 110-01-51601-261-000 | 09/14 315 MILES | 176.40 |
| 142139 | 10/10 | VIOLA, LEO | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|--------------------|----------------------|---------------------|--------|
| 142140 | 10/10 | SIEKER, RYAN | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142141 | 10/10 | KOCHMAN, KRIS | 222-09-50101-259-000 | FALL FEST EXP | 68.00 |
| 142142 | 10/10 | VANG, STEPHEN | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142143 | 10/10 | DILLHOFF, AARON | 110-02-52107-263-000 | 9/15-26 EVANSTON | 130.00 |
| | | | 110-02-52107-261-000 | 9/15-26 EVANSTON | 65.25 |
| | | | |CHECK TOTAL | 195.25 |
| 142144 | 10/10 | NIEBUHR, JUSTIN M | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142145 | 10/10 | BONDS, CHRISTOPHER | 110-02-52103-263-000 | 9/26/14 WINNEBAGO | 12.00 |
| 142146 | 10/10 | YANDEL, DAVID M | 110-02-52107-263-000 | 9/17-19 GREENCASTLE | 87.00 |
| 142147 | 10/10 | PFEFFER, RYAN L | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142148 | 10/10 | ROWLEY, DONALD D. | 110-02-52103-263-000 | 10/1/14 WINNEBAGO | 8.00 |
| 142149 | 10/10 | MOORE, MICHAEL | 110-01-51601-261-000 | 09/14 635 MILES | 355.60 |
| 142150 | 10/10 | LANG, VINCENT R | 110-02-52103-263-000 | 9/26/14 WINNEBAGO | 12.00 |
| 142151 | 10/10 | SINGH, MOHIT | 110-02-52103-263-000 | 9/28/14 WINNEBAGO | 12.00 |
| 142152 | 10/10 | NEWHOUSE, ROBERT | 110-01-51601-261-000 | 09/14 343 MILES | 192.08 |
| 142153 | 10/10 | BAKER, ELIZABETH | 110-01-50901-261-000 | 09/14 171 MILES | 95.76 |
| 142154 | 10/10 | PAGOULATOS, KOSTAS | 110-01-51601-261-000 | 09/14 515 MILES | 288.40 |
| 142155 | 10/10 | RUHA, BRIAN | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| 142156 | 10/10 | MARSHALL, TODD | 110-09-56405-161-000 | 8/9-9/2/14 MILEAGE | 24.48 |
| 142157 | 10/10 | BAUER, JACOB | 110-02-52103-263-000 | 9/29/14 WINNEBAGO | 12.00 |
| 142158 | 10/10 | GRNO, JOHN | 110-01-51601-261-000 | 09/14 457 MILES | 255.92 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|-----------|
| 142159 | 10/15 | BINDELLI BROTHERS, INC | 110-09-56501-259-569 | 10/14 4410 73 ST | 102.24 |
| | | | 110-09-56501-259-569 | 10/14 2106 60 ST | 92.12 |
| | | | 110-09-56501-259-569 | 09/14 6333 29 AVE | 80.00 |
| | | | 110-09-56501-259-569 | 09/14 5503 23 AVE | 60.00 |
| | | | | CHECK TOTAL | 334.36 |
| 142160 | 10/15 | RNOW, INC. | 630-09-50101-393-000 | 09/14 PARTS/MATERIAL | 17.02 |
| 142161 | 10/15 | CLERK OF CIRCUIT COURT | 110-01-50301-219-000 | 20 SMALL CLAIMS | 100.00 |
| 142162 | 10/15 | ICMA RETIREMENT TRUST | 110-00-21572-000-000 | 10/1-15/14 CONTRIBS | 47,944.96 |
| | | | 110-00-21599-000-000 | 10/1-15/14 CONTRIBS | 8,399.16 |
| | | | 110-00-21524-000-000 | 10/1-15/14 CONTRIBS | 100.00 |
| | | | | CHECK TOTAL | 56,444.12 |
| 142163 | 10/15 | WIS DEPT OF REVENUE | 110-09-56507-259-999 | 09/14 SALES TAX | 2,568.03 |
| 142164 | 10/15 | KENOSHA CITY EMPLOYEE'S | 110-00-21562-000-000 | 10/15/14 CITY SAL | 38,724.86 |
| | | | 110-00-21562-000-000 | 10/15/14 WATER SAL | 6,544.00 |
| | | | 110-00-21562-000-000 | 10/15/14 LIBRARY SAL | 4,748.50 |
| | | | | CHECK TOTAL | 50,017.36 |
| 142165 | 10/15 | KENOSHA CO HUMANE SOCIETY | 110-04-54102-254-000 | 10/14 ANIMAL CONTRL | 12,066.84 |
| 142166 | 10/15 | UNITED WAY OF KENOSHA COUNTY | 110-00-21541-000-000 | 10/15/14 CITY SAL | 810.70 |
| | | | 110-00-21541-000-000 | 10/15/14 LIBRARY SAL | 216.00 |
| | | | 110-00-21541-000-000 | 10/15/14 WATER SAL | 163.92 |
| | | | | CHECK TOTAL | 1,190.62 |
| 142167 | 10/15 | UNITED HOSPITAL SYSTEMS INC | 110-02-52101-219-000 | #14-132770 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-127791 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-136278 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-134048 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-130455 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-124162 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-118545 LAB | 99.20 |
| | | | 110-02-52101-219-000 | #14-135967 LAB | 99.20 |
| | | | | CHECK TOTAL | 793.60 |
| 142168 | 10/15 | KENOSHA NEWS | 405-11-51301-589-000 | 09/14 PK-13-002 NTC | 118.14 |
| | | | 415-11-51201-583-000 | 09/14 LI-08-001 NTC | 115.86 |
| | | | 402-11-51406-585-000 | 09/14 PW-RES 82-14 | 55.26 |
| | | | 402-11-51402-589-000 | 09/14 PW-RES 90-14 | 55.26 |
| | | | 402-11-51406-585-000 | 09/14 PW - #14-1015 | 21.76 |
| | | | 402-11-51402-589-000 | 09/14 PW - #14-1026 | 21.76 |
| | | | | CHECK TOTAL | 388.04 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-----------------------------|--|--|--|
| 142169 | 10/15 | KENOSHA POLICE & FIREMEN'S | 110-00-21563-000-000 110-00-21563-000-000 | 10/15/14 CITY SAL 10/15/14 WATER SAL CHECK TOTAL | 84,829.00 40.00 84,869.00 |
| 142170 | 10/15 | LANDMARK TITLE CORPORATION | 461-11-51401-581-000 | ACQ 4603 37TH AVE | 77,958.14 |
| 142171 | 10/15 | SHERWIN WILLIAMS CO. | 110-05-55109-344-000 110-05-55109-249-000 | 09/14 PA PAINT/SUPPL 09/14 PA PAINT/SUPPL CHECK TOTAL | 84.55 84.55 169.10 |
| 142172 | 10/15 | FIRST SUPPLY CO. | 110-03-53103-389-000 110-05-55109-361-000 110-02-52203-344-000 | 10/14 ST SUPPLIES AN 09/14 PA SUPPLIES AN 09/14 FD SUPPLIES AN CHECK TOTAL | 46.60 14.21 7.75 68.56 |
| 142173 | 10/15 | NOTARY BOND RENEWAL SERVICE | 110-02-52101-219-000 | J KENDALL 4 YR | 20.00 |
| 142174 | 10/15 | HERBERTS JEWELERS LTD. | 110-01-51303-163-000 | HWRD MLLR MNTL CLK | 230.00 |
| 142175 | 10/15 | WILLKOMM INC., JERRY | 630-09-50101-392-000 | 09/14-SE DIESEL FUEL | 23,093.06 |
| 142176 | 10/15 | WE ENERGIES | 633-09-50101-221-000 110-05-55111-221-000 110-03-53109-221-000 110-02-52203-221-000 110-03-53109-221-000 110-03-53109-221-000 110-03-53109-221-000 632-09-50101-221-000 522-05-50102-221-000 110-05-55109-221-000 110-03-53109-221-000 110-03-53103-221-000 110-03-53116-221-000 110-03-53109-221-000 110-03-53109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-05-55109-221-000 110-03-53109-221-000 520-09-50202-221-000 110-03-53109-221-000 110-03-53103-221-000 110-03-53109-221-000 519-09-50103-221-000 110-05-55109-222-000 110-05-55106-222-000 110-05-55109-221-000 110-03-53109-221-000 110-05-55109-221-000 | #38 07/29-08/27 #38 08/22-09/23 #38 08/24-09/23 #38 08/26-09/25 #38 08/25-09/24 #38 08/21-09/22 #38 07/29-08/27 #38 08/19-09/18 #38 08/21-09/23 #38 08/20-09/21 #38 07/29-08/27 #38 08/20-09/21 #38 08/22-09/23 #38 08/19-09/18 #38 08/19-09/18 #38 08/20-09/21 #38 07/21-09/19 #38 08/26-09/24 #38 08/25-09/24 #38 07/28-08/26 #38 08/25-09/24 #38 08/21-09/23 #38 08/25-09/24 #38 07/28/08/26 #38 08/21-09/22 #38 08/21-09/22 #38 08/22-09/24 #38 08/19-09/19 | 3,453.58 2,438.51 1,943.26 1,569.37 1,370.90 1,338.37 1,257.46 1,125.24 1,095.93 1,052.91 848.55 684.38 646.90 625.09 445.54 420.89 323.68 210.47 175.00 167.39 166.52 129.98 77.52 45.02 39.77 39.02 38.14 32.79 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
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| | | | 110-03-53117-221-000 | #38 08/20-09/21 | 28.13 |
| | | | 110-05-55109-222-000 | #38 08/25-09/24 | 13.02 |
| | | | 520-09-50202-222-000 | #38 08/25-09/24 | 12.64 |
| | | | 110-05-55111-222-000 | #38 08/21-09/22 | 12.52 |
| | | | 522-05-50102-222-000 | #38 08/19-09/18 | 11.54 |
| | | | 110-05-55109-221-000 | #38 08/25-09/24 | 10.29 |
| | | | 110-05-55109-222-000 | #38 08/19-09/18 | 9.30 |
| | | | 110-03-53109-221-000 | #38 07/24-08/25 | 222.16CR |
| | | | | CHECK TOTAL | 21,637.46 |
| 142177 | 10/15 | WE ENERGIES | 217-06-51602-259-000 | #5739188 UTILITIES | 67.75 |
| | | | 217-06-51603-259-000 | #5739174 UTILITIES | 56.69 |
| | | | 217-06-51613-259-000 | #5739166 UTILITIES | 26.21 |
| | | | | CHECK TOTAL | 150.65 |
| 142178 | 10/15 | AMERICAN STUDENT ASSISTANCE | 110-00-21581-000-000 | 10/15/14 DEDUCTION | 290.46 |
| 142179 | 10/15 | PAYNE & DOLAN INC. | 110-03-53103-355-000 | 09/14-ASPHALT MATERI | 678.00 |
| 142180 | 10/15 | REINDERS INC. | 521-09-50101-344-000 | 06/14-AR PARTS/SERVI | 98.16 |
| | | | 110-05-55109-344-000 | 09/14-PA PARTS/SERVI | 32.76 |
| | | | 110-05-55109-344-000 | 09/14-PA PARTS/SERVI | 32.76 |
| | | | | CHECK TOTAL | 163.68 |
| 142181 | 10/15 | KENOSHA WATER UTILITY | 217-06-51603-259-000 | #5739172 UTILITIES | 50.30 |
| | | | 217-06-51602-259-000 | #5739185 UTILITIES | 50.30 |
| | | | 758-09-51608-259-000 | 6/25-8/26/14 UTILS | 34.96 |
| | | | 217-06-51612-259-000 | #5739193 UTILITIES | 32.25 |
| | | | 217-06-51611-259-000 | #5739189 UTILITIES | 32.25 |
| | | | 758-09-51607-259-000 | 6/24-8/12/14 UTILS | 31.68 |
| | | | 217-06-51613-259-000 | #5739168 UTILITIES | 31.68 |
| | | | 217-06-51610-259-000 | #5739196 UTILITIES | 29.48 |
| | | | 217-06-51615-259-000 | #5739191 UTILITIES | 28.38 |
| | | | | CHECK TOTAL | 321.28 |
| 142182 | 10/15 | BROOKS TRACTOR, INC. | 630-09-50101-393-000 | 09/14 SE PARTS & MAT | 2,071.26 |
| | | | 630-09-50101-393-000 | 09/14 SE PARTS & MAT | 477.33 |
| | | | 630-09-50101-393-000 | 09/14 SE #2215 PARTS | 392.04 |
| | | | | CHECK TOTAL | 2,940.63 |

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| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|----------------------|----------------------|------------|
| 142183 | 10/15 | STANDARD COMPANIES | 630-09-50101-393-000 | 09/14-SE SHOP WIPES/ | 5,037.60 |
| 142184 | 10/15 | CURTIS INDUSTRIES, INC | 630-09-50101-393-000 | 09/14 CE FASTENERS | 385.71 |
| 142185 | 10/15 | FABCO EQUIPMENT, INC. | 630-09-50101-393-000 | 09/14 SE PARTS & MAT | 568.30 |
| | | | 630-09-50101-393-000 | 09/14 SE PARTS & MAT | 204.48 |
| | | | 630-09-50101-393-000 | 09/14 SE #3207 PARTS | 117.55 |
| | | | 630-09-50101-393-000 | 09/14 SE #2476 PARTS | 27.62 |
| | | | 630-09-50101-393-000 | 09/14 SE #3207 PARTS | 18.08 |
| | | | | CHECK TOTAL | 936.03 |
| 142186 | 10/15 | GOODYEAR TIRE & RUBBER CO. | 520-09-50106-346-000 | 08/14-TD TIRE LEASE | 3,324.38 |
| 142187 | 10/15 | CHIEF CORPORATION | 110-02-52103-365-000 | TLF-1S WEAPON LIGHT | 111.14 |
| 142188 | 10/15 | BATTERIES PLUS LLC | 110-02-52103-385-000 | 09/14 PD BATTERIES & | 19.98 |
| 142189 | 10/15 | AT&T | 110-02-52203-225-000 | 9/22-10/21 REPEATERS | 413.26 |
| 142190 | 10/15 | MEDICAL COLLEGE OF WISCONSIN | 206-02-52205-219-000 | 09/14-MED DIR SERVIC | 5,712.75 |
| 142191 | 10/15 | CHASE BANK KENOSHA | 110-00-21513-000-000 | 10/15/14 SAL DEDUCT | 203,054.48 |
| | | | 110-00-21511-000-000 | 10/15/14 SAL DEDUCT | 74,037.20 |
| | | | 110-00-21612-000-000 | 10/15/14 SAL DEDUCT | 74,036.91 |
| | | | 110-00-21514-000-000 | 10/15/14 SAL DEDUCT | 23,154.97 |
| | | | 110-00-21614-000-000 | 10/15/14 SAL DEDUCT | 23,154.61 |
| | | | | CHECK TOTAL | 397,438.17 |
| 142192 | 10/15 | KENOSHA ACHIEVEMENT CENTER | 520-09-50301-258-000 | 10/14 SPCL TRANSPRT | 19,250.00 |
| | | | 520-09-50301-258-000 | 10/14 WKND DISPATCH | 750.00 |
| | | | | CHECK TOTAL | 20,000.00 |
| 142193 | 10/15 | TDS | 110-01-51801-227-000 | 10/14 PHONE SERVICE | 5,287.70 |
| | | | 110-00-15202-000-000 | 10/14 PHONE SERVICE | 2,144.92 |
| | | | 520-09-50301-227-000 | 10/14 PHONE SERVICE | 772.27 |
| | | | 110-03-53103-227-000 | 10/14 PHONE SERVICE | 543.16 |
| | | | 110-00-14401-000-000 | 10/14 PHONE SERVICE | 446.42 |
| | | | 632-09-50101-227-000 | 10/14 PHONE SERVICE | 394.08 |
| | | | 521-09-50101-227-000 | 10/14 PHONE SERVICE | 345.36 |
| | | | 110-05-55109-227-000 | 10/14 PHONE SERVICE | 339.00 |
| | | | 501-09-50101-227-000 | 10/14 PHONE SERVICE | 225.50 |
| | | | 110-03-53116-227-000 | 10/14 PHONE SERVICE | 204.08 |
| | | | 520-09-50401-227-000 | 10/14 PHONE SERVICE | 142.13 |
| | | | 110-02-52108-225-000 | 10/14 PHONE SERVICE | 132.18 |
| | | | 110-02-52110-227-000 | 10/14 PHONE SERVICE | 102.63 |
| | | | 524-05-50101-227-000 | 10/14 PHONE SERVICE | 95.79 |
| | | | 520-09-50202-227-000 | 10/14 PHONE SERVICE | 70.61 |
| | | | 110-02-52203-227-000 | 10/14 PHONE SERVICE | 68.76 |
| | | | 206-02-52205-227-000 | 10/14 PHONE SERVICE | 67.46 |

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| | | | 110-02-52108-225-000 | 10/14 PHONE CALLS | 66.69 |
| | | | 110-05-55111-227-000 | 10/14 PHONE SERVICE | 45.84 |
| | | | 110-02-52110-225-000 | 10/14 PHONE CALLS | 40.42 |
| | | | 110-01-51801-225-000 | 10/14 PHONE CALLS | 18.80 |
| | | | 524-05-50101-225-000 | 10/14 PHONE CALLS | 5.23 |
| | | | 520-09-50301-225-000 | 10/14 PHONE CALLS | 5.18 |
| | | | 110-03-53103-225-000 | 10/14 PHONE CALLS | 1.64 |
| | | | 632-09-50101-225-000 | 10/14 PHONE CALLS | 1.54 |
| | | | 501-09-50101-225-000 | 10/14 PHONE CALLS | .64 |
| | | | 110-03-53116-225-000 | 10/14 PHONE CALLS | .62 |
| | | | 110-05-55111-225-000 | 10/14 PHONE CALLS | .35 |
| | | | 110-05-55109-225-000 | 10/14 PHONE CALLS | .35 |
| | | | 521-09-50101-225-000 | 10/14 PHONE CALLS | .07 |
| | | | | CHECK TOTAL | 11,569.42 |
| 142194 | 10/15 | OFFICEMAX | 110-02-52201-311-000 | 09/14 FD #2967 OFFC | 35.49 |
| | | | 631-09-50101-311-000 | 09/14 EN #2972 OFFC | 26.02 |
| | | | 110-01-52001-311-000 | 09/14 MC #2969 OFFC | 8.75 |
| | | | | CHECK TOTAL | 70.26 |
| 142195 | 10/15 | WIS DEPT OF TRANSPORTATION | 402-11-51205-589-000 | 1032-10-71 STH 50 | 6,173.68 |
| | | | 402-11-51205-589-000 | 1032-10-71 STH 50 | 522.69 |
| | | | | CHECK TOTAL | 6,696.37 |
| 142196 | 10/15 | WIS DEPT OF TRANSPORTATION | 110-02-52103-311-000 | CITATION BOOKS | 80.00 |
| 142197 | 10/15 | NORTH AMERICAN SALT CO. | 630-00-16122-000-000 | ROAD SALT | 29,371.01 |
| | | | 630-00-16122-000-000 | ROAD SALT | 18,933.84 |
| | | | 630-00-16122-000-000 | ROAD SALT | 13,406.61 |
| | | | 630-00-16122-000-000 | ROAD SALT | 9,018.55 |
| | | | | CHECK TOTAL | 70,730.01 |
| 142198 | 10/15 | KENOSHA PROFESSIONAL POLICE | 611-09-50102-259-000 | WELLNESS PROGRAM | 238.56 |
| 142199 | 10/15 | KENOSHA FIREFIGHTER C.A.R.E. | 110-00-21564-000-000 | 10/15/14 SAL DEDUCTS | 810.00 |
| 142200 | 10/15 | ACCURATE PRINTING CO., INC. | 631-09-50101-311-000 | 09/14 EN-BUS CARDS | 135.00 |
| | | | 110-02-52103-311-000 | 09/14 PD-RBR STAMP | 50.00 |
| | | | 110-01-50101-311-000 | 09/14 CT-ALD BC'S | 35.00 |
| | | | | CHECK TOTAL | 220.00 |

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|---------|------------|---------------------------|--|---|---|
| 142201 | 10/15 | MANDLIK & RHODES | 501-09-50102-219-000 501-09-50102-219-000 | 09/14 YW WASTE PRGM 10/14 YW WASTE PRGM CHECK TOTAL | 46.73 28.84 75.57 |
| 142202 | 10/15 | CICCHINI ASPHALT LLC | 501-00-21128-000-000 | ESCROW 2804 39 AVE | 5,000.00 |
| 142203 | 10/15 | LEE PLUMBING, INC. | 110-02-52203-241-000 110-05-55109-249-000 110-05-55109-249-000 633-09-50101-246-000 | 09/14-FD#5 PLUMBING 08/14-BANDSHELL PLUM 08/14-ANDERSON PLUMB CLOGGED DRAIN CHECK TOTAL | 621.79 215.00 167.00 129.00 1,132.79 |
| 142204 | 10/15 | CINTAS CORP. | 110-02-52101-219-000 | SHED CONT PICKUP | 10.00 |
| 142205 | 10/15 | SCHREIBER ANDERSON ASSOC. | 405-11-51317-219-831 405-11-51403-219-000 405-11-51217-589-825 405-11-51217-589-825 405-11-51317-589-830 405-11-51117-589-000 | 08/14 PETZKE PHASE 2 08/14 MASTER PLAN 07/14 FISHING PIER 08/14 FISHING PIER 08/14 VELODROME 08/14 STRAWBERRY CRK CHECK TOTAL | 8,596.86 3,945.20 3,282.50 2,297.75 1,988.00 1,274.00 21,384.31 |
| 142206 | 10/15 | FRONTIER | 110-02-52203-225-000 | 9/22-10/21/14 FIRE | 41.66 |
| 142207 | 10/15 | CUMMINS NPOWER, LLC | 110-02-52203-344-000 | 09/14 FD PARTS/SERVI | 552.00 |
| 142208 | 10/15 | MALSACK, J | 461-11-51401-581-000 463-11-51202-219-000 463-11-51302-219-000 110-09-56501-259-570 463-11-51002-219-000 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 463-11-51302-219-000 463-11-51302-219-000 110-09-56501-259-570 | 9/14 WEED/GRASS-C 9/14 WEED/GRASS B 9/14 WEED/GRASS-D 10/14 6011 30TH AVE 09/14 PARCELS MTN A 10/14 2710 25TH AVE 10/14 5903 23RD AVE 10/14 4128 28TH AVE 10/14 6026 24TH AVE 10/14 4111 29TH AVE 10/14 4121 29TH AVE 10/14 1925 52ND ST 9/14 56TH ST/GRASS 9/14 5814 19TH AVE 10/14 6030 24TH AVE CHECK TOTAL | 1,671.21 1,037.87 798.79 266.00 258.30 98.26 97.49 94.74 75.43 73.99 72.48 71.49 21.94 14.90 6.65 4,659.54 |

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|---------|------------|-----------------------------|----------------------|----------------------|-----------|
| 142209 | 10/15 | CHULA VISTA RESORT | 110-05-55111-263-000 | M DURKEE 11/4-7/14 | 186.00 |
| | | | 110-05-55101-263-000 | M DURKEE 11/4-7/14 | 186.00 |
| | | | | CHECK TOTAL | 372.00 |
| 142210 | 10/15 | PELION BENEFITS, INC. | 110-00-21517-000-000 | 10/1-15/14 DEDUCTS | 5,300.52 |
| 142211 | 10/15 | WIS PARK & RECREATION ASSN. | 631-09-50101-264-000 | 11/4-7 KATIE ELDER | 485.00 |
| 142212 | 10/15 | WIS DEPT OF FINANCIAL INST | 110-02-52101-219-000 | J KENDALL 4 YEAR | 20.00 |
| 142213 | 10/15 | ESRI-WI USER GROUP | 110-01-51601-264-000 | M CALLOVI 10/22-23 | 900.00 |
| 142214 | 10/15 | JOHNSON BANK | 110-00-21532-000-000 | 10/15/14 CITY SAL | 25,722.54 |
| | | | 110-00-21532-000-000 | 10/15/14 WATER SAL | 2,814.41 |
| | | | 110-00-21532-000-000 | 10/15/14 LIBRARY SAL | 1,150.00 |
| | | | | CHECK TOTAL | 29,686.95 |
| 142215 | 10/15 | FASTENAL COMPANY | 521-09-50101-344-000 | 09/14 AR TOOLS/MATER | 31.91 |
| | | | 520-09-50201-317-000 | 12/13 TD TOOLS/MATER | 14.71 |
| | | | 520-09-50201-347-000 | 12/13 TD TOOLS/MATER | 4.91 |
| | | | | CHECK TOTAL | 51.53 |
| 142216 | 10/15 | DAN'S TOOLS INC. | 110-03-53103-361-000 | MISC. TOOLS | 2,856.89 |
| | | | 110-03-53107-361-000 | MISC. TOOLS | 883.57 |
| | | | | CHECK TOTAL | 3,740.46 |
| 142217 | 10/15 | CHAPTER 13 TRUSTEE | 110-00-21581-000-000 | 10/15/14 DEDUCTION | 743.00 |
| | | | 110-00-21581-000-000 | 10/15/14 DEDUCTION | 419.00 |
| | | | 110-00-21581-000-000 | 10/15/14 DEDUCTION | 400.00 |
| | | | | CHECK TOTAL | 1,562.00 |
| 142218 | 10/15 | MSC INDUSTRIAL SUPPLY | 520-09-50201-347-000 | 09/14-TD SHOP SUPPLI | 105.58 |
| 142219 | 10/15 | FORCE AMERICA | 630-09-50101-393-000 | 09/14 SE PARTS/MATER | 1,781.26 |
| 142220 | 10/15 | MENARDS (KENOSHA) | 110-02-52203-344-000 | 09/14-FD#4 MERCHANDI | 335.25 |
| | | | 110-05-55111-246-000 | 09/14-PA MERCHANDISE | 99.51 |
| | | | 405-11-51317-589-824 | 09/14-DOG PARK MERCH | 67.50 |
| | | | 405-11-51317-589-824 | 09/14-DOG PARK MERCH | 41.10 |
| | | | 501-09-50105-353-000 | 09/14-SW MERCHANDISE | 39.99 |
| | | | 110-05-55102-249-000 | 09/14-PA MERCHANDISE | 34.87 |
| | | | 110-02-52204-344-000 | 09/14-FD#1 MERCHANDI | 32.90 |
| | | | 110-05-55111-361-000 | 09/14-PA MERCHANDISE | 28.34 |
| | | | 110-05-55109-344-000 | 09/14-PA MERCHANDISE | 19.98 |
| | | | 110-05-55109-344-000 | 09/14-PA MERCHANDISE | 19.00 |
| | | | | CHECK TOTAL | 718.44 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|------------------------------|--|--|--|
| 142221 | 10/15 | DEVELOPMENT COUNSELLORS INT | 411-11-51302-219-000 | 10/14 BRANDING PROJ | 11,450.00 |
| 142222 | 10/15 | SUTPHEN CORPORATION | 110-02-52203-344-000 | 09/14 FD PARTS & SER | 374.00 |
| 142223 | 10/15 | MULTIPLE CONCRETE | 402-11-51401-585-000 403-11-51102-588-000 403-11-51102-588-000 | 09/14 CONSTRUCT, MAT 09/14 CONSTRUCT, MAT 09/14 CONSTRUCT, MAT | 3,120.00 420.00 180.00 |
| | | | | CHECK TOTAL | 3,720.00 |
| 142224 | 10/15 | HARBOR SALES | 520-09-50401-347-000 | MDO SHEETS FOR DOORS | 535.72 |
| 142225 | 10/15 | BELLE CITY FIRE EXTINGUISHER | 110-02-52103-389-000 | 09/14 PD EXTINGUISHE | 60.10 |
| 142226 | 10/15 | PLATINUM SYSTEMS | 761-09-50101-230-000 | TECH SUPPORT | 93.75 |
| 142227 | 10/15 | WIS SCTF | 110-00-21581-000-000 | 10/15/14 SAL DEDUCTS | 11,476.58 |
| 142228 | 10/15 | HALLMAN LINDSAY | 521-09-50101-371-000 521-09-50101-371-000 110-05-55109-244-000 110-05-55109-344-000 | 10/14-AR PAINT/PRODU 09/14-AR PAINT/PRODU 09/14-PA PAINT/PRODU 09/14-PA PAINT/PRODU | 270.20 160.95 56.48 25.96 |
| | | | | CHECK TOTAL | 513.59 |
| 142229 | 10/15 | ALARM DETECTION SYSTEMS INC | 520-09-50202-246-000 | METRA ST 7/14-6/15 | 599.40 |
| 142230 | 10/15 | ILLINOIS DEPT OF PUBLIC AID | 110-00-21581-000-000 | 10/15/14 DEDUCTION | 375.00 |
| 142231 | 10/15 | GRAINGER | 520-09-50201-246-000 110-02-52203-382-000 630-09-50101-235-000 110-05-55109-361-000 110-05-55109-361-000 | 09/14-TD PARTS/MATER 10/14-FD PARTS/MATER 09/14-SE PARTS/MATER 09/14-PA PARTS/MATER 09/14-PA PARTS/MATER | 130.66 90.16 53.06 40.91 16.00 |
| | | | | CHECK TOTAL | 330.79 |
| 142232 | 10/15 | TIME WARNER CABLE | 520-09-50301-233-000 110-01-51102-233-000 524-05-50101-219-000 521-09-50101-219-000 | 10/14 TRANSIT-ROADRU 10/14 AIRPORT-ROADRU 10/14 MONTHLY CABLE 10/14 CABLE CONTRACT | 139.95 139.95 34.50 10.96 |
| | | | | CHECK TOTAL | 325.36 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|---------|------------|-------------------------------|----------------------|----------------------|--------------|
| 142233 | 10/15 | ENTRANCE SYSTEMS | 521-09-50101-249-000 | 09/14 AR GATE REPAIR | 312.83 |
| | | | 521-09-50101-249-000 | 09/14 AR GATE REPAIR | 312.83 |
| | | | | CHECK TOTAL | 625.66 |
| 142234 | 10/15 | BOUND TREE MEDICAL, LLC | 206-02-52205-318-000 | 09/14 FD MEDICAL SUP | 1,258.21 |
| 142235 | 10/15 | WHOLESALE DIRECT INC | 630-09-50101-393-000 | 09/14-CE PARTS/MATER | 228.54 |
| 142236 | 10/15 | BUSCHE, JUDY LLC | 110-09-56501-259-565 | 10/14 SERVICES OF PR | 30.00 |
| 142237 | 10/15 | MILWAUKEE SPRING AND | 630-09-50101-393-000 | 09/14-SE PARTS/LABOR | 1,888.05 |
| 142238 | 10/15 | MIDWEST GRAPHICS SERVICES | 405-11-51403-219-000 | KENNEDY PLAN COPIES | 589.00 |
| | | | 405-11-51403-219-000 | PENNOYER PLAN COPIES | 581.00 |
| | | | | CHECK TOTAL | 1,170.00 |
| 142239 | 10/15 | IAFF/NATIONWIDE | 110-00-21574-000-000 | 10/1-15/14 CONTRIBS | 22,062.99 |
| 142240 | 10/15 | NORTHWAY FENCING, INC. | 405-11-51317-219-826 | EST 1 THRU 10/3/14 | 25,672.53 |
| 142241 | 10/15 | GREAT WEST RETIREMENT SERV. | 110-00-21576-000-000 | 10/1-15/14 CONTRIBS | 9,368.33 |
| | | | 110-00-21539-000-000 | 10/1-15/14 CONTRIBS | 675.00 |
| | | | | CHECK TOTAL | 10,043.33 |
| 142242 | 10/15 | MAGILL CONSTRUCTION CO., INC. | 414-11-51308-583-000 | DRAW 3 STATION #4 AD | 128,194.20 |
| 142243 | 10/15 | TURNING POINT SYSTEMS GROUP | 501-09-50101-311-000 | KNOB CLAMP 3 | 33.76 |
| 142244 | 10/15 | MEDICAL COLLEGE OF WI | 110-02-52203-216-000 | 131 RESPIRATORY EVL | 2,620.00 |
| 142245 | 10/15 | LGIP-INVESTMENTS CITY | 110-00-11301-000-000 | GEN TRANSPORT AIDS | 667,447.07 |
| | | | 110-00-11301-000-000 | DOT TRN OPERATING | 406,881.00 |
| | | | 110-00-11301-000-000 | CONNECT HWYS AIDS | 73,861.95 |
| | | | | CHECK TOTAL | 1,148,190.02 |
| 142246 | 10/15 | GUITTEREZ, ANGELICA | 110-00-21905-000-000 | BEACH HOUSE-9/28/14 | 100.00 |
| 142247 | 10/15 | LOPEZ, ANGELICA | 110-00-21905-000-000 | BEACH HOUSE-9/28/14 | 200.00 |
| 142248 | 10/15 | MARTINELLI, KENDRA | 110-00-21905-000-000 | BEACH HOUSE-9/27/14 | 300.00 |

START DATE FOR SUMMARY: 10/01 END DATE FOR SUMMARY: 10/15

| CHECK # | CHECK DATE | VENDOR NAME | ACCOUNT | DESCRIPTION | AMOUNT |
|------------------------------|------------|----------------------------|----------------------|----------------------|--------------|
| 142249 | 10/15 | CIOTTI, JOHN | 110-00-44109-000-000 | STREET CLOSE PERMITS | 135.00 |
| 142250 | 10/15 | KOZAK, REBECCA | 110-00-21905-000-000 | CANCEL 10/3 RENTAL | 150.00 |
| | | | 110-00-46585-000-000 | CANCEL 10/3 RENTAL | 140.00 |
| | | | 110-00-46521-000-000 | CANCEL 10/3 RENTAL | 140.00 |
| | | | 110-00-46501-000-000 | CANCEL 10/3 RENTAL | 100.00 |
| | | | 110-00-46528-000-000 | CANCEL 10/3 RENTAL | 40.00 |
| | | | | CHECK TOTAL | 570.00 |
| 142251 | 10/15 | TRUST ACCT OF VANDERHEYDEN | 110-09-56404-719-000 | MOHR VEH DMG 2/19/04 | 2,450.25 |
| 142252 | 10/15 | POLTROCK, JAMES T. | 709-09-50101-262-000 | 11/16/14 LAS VEGAS | 454.20 |
| | | | 709-09-50101-264-000 | 11/16/14 LAS VEGAS | 425.00 |
| | | | 709-09-50101-263-000 | 11/16/14 LAS VEGAS | 227.36 |
| | | | 206-02-52205-382-000 | AIR PURIFIERS/SUPPL | 81.00 |
| | | | | CHECK TOTAL | 1,187.56 |
| 142253 | 10/15 | KRYSTOWIAK, PETER | 110-01-50901-261-000 | 7-9/14 271 MILES | 151.76 |
| 142254 | 10/15 | WILKE, BRIAN | 110-01-51601-261-000 | 09/14 42 MILES | 23.52 |
| 142255 | 10/15 | ZELLER, JOSHUA | 110-02-52107-263-000 | 9/15-26/14 FT MCCOY | 118.00 |
| 142256 | 10/15 | GONZALES, ALBERT | 110-02-52107-263-000 | 9/29-10/3 MILWAUKEE | 40.00 |
| 142257 | 10/15 | KOCHMAN, KRIS | 222-09-50101-259-000 | FALLFEST EXPENSES | 56.00 |
| 142258 | 10/15 | ISHMAEL, DAVID | 520-09-50301-261-000 | MENASHA 9/11/14 | 150.08 |
| 142259 | 10/15 | SINGH, MOHIT | 110-02-52103-263-000 | 9/29/14 WINNEBAGO | 12.00 |
| 142260 | 10/15 | KOSS, BRIAN | 110-02-52107-263-000 | 9/24-25 OCONOMOWOC | 22.00 |
| GRAND TOTAL FOR PERIOD ***** | | | | | 5,880,272.62 |