

Agenda
Finance Committee
625 52nd Street, Room 204
Monday, November 7, 2016
5:30 PM
(Please note earlier time of meeting)

Chairperson Daniel Prozanski Jr.
Aldersperson Patrick Juliana
Aldersperson Dave Paff

Vice-Chairperson Curt Wilson
Aldersperson Anthony Kennedy
Aldersperson Scott N. Gordon

Call to Order
Roll Call
Citizens' Comments

1. Approval of the minutes of the meeting held October 17, 2016. Pgs. 1-2
2. Proposed Resolution By The Mayor - Resolution Awarding The Sale of \$660,000 General Obligation Promissory Notes, Series 2016B. Pgs. 3-16
3. Proposed Resolution By The Mayor - Resolution Awarding The Sale of \$7,880,000 Taxable General Obligation Promissory Notes, Series 2016. Pgs. 17-29
4. Proposed Resolution By The Mayor - Resolution To Approve a 2016 Allowable Municipal Levy Limit of \$63,230,031. Pg. 30
5. Proposed Resolution by The Mayor - Resolution To Authorize The Mayor To Participate With The Town Of Paris, Village Of Somers, County Of Kenosha, The Kenosha Water Utility, And/Or The Town Of Somers, In An Intergovernmental Cooperation Agreement Or Agreements Pursuant To Sections 66.0301 And 66.0307, Wisconsin Statutes, Which May Include The Settlement Of The Pending Litigation. Pgs. 31-41
6. Proposed Resolution by the Finance Committee - Resolution to Rescind a Boarding & Securing Special Charge in the Amount of \$260.00 Levied by Resolution No. 004-16 Approved by Common Council on January 20, 2016, for 6300 10th Avenue (Parcel #05-123-06-135-021). Petitioner: Bradly Pellegrin. Pgs. 42-47
7. Proposed Resolution by the Finance Committee - Resolution to Rescind Two (2) Property Maintenance Reinspection Fee Special Charges: 1) Levied by Resolution No. 98-16 in the Amount of \$172.00 (Approved by Common Council on August 15, 2016), and 2) Levied by Resolution No. 112-16 in the Amount of \$190.00 (Approved by Common Council on September 19, 2016), for 6300 10th Avenue (Parcel #05-123-06-135-021); Petitioner Bradly Pellegrin. (District 3) Pgs. 48-55
8. Resolution by the Finance Committee - Resolution to Rescind Four (4) Property Maintenance Reinspection Fee Special Charges: 1 & 2) Levied by Resolution No. 7-16 in the Amount of \$190.00 & \$280.00 (Approved by Common Council on January 20, 2016, 3) Levied by Resolution 023-16 in the Amount of \$460.00 (Approved by Common Council on February 17, 2016), and 4) Levied by Resolution 34-16 in the Amount of \$460.00 (Approved by Common Council on March 21, 2016) for 6322 24th Avenue (Parcel #01-122-01-178-021) Petitioner: Bradly Pellegrin. (District 3) Pgs. 56-84
9. Acceptance of the Assignment Agreement for property located at 5801 6th Avenue. Pgs. 85-86
10. Approval of the Offer to Purchase for property located at 5801 6th Avenue. Pgs. 87-96

11. Acceptance of the Assignment Agreement for property located at the Southeast corner of 56th Street and 8th Avenue, contingent upon approval of offer for property known as 5801 6th Avenue. Pgs. 97-98
12. Approval of the Offer to Purchase for property located at the Southeast corner of 56th Street and 8th Avenue, contingent upon approval of offer for property known as 5801 6th Avenue. Pgs. 99-109
13. Acceptance of the Assignment Agreement for property located at 409 59th Street. Pgs. 110-111
14. Approval of the Offer to Purchase for property located at 409 59th Street. Pgs. 112-123
15. Acceptance of the Assignment Agreement for property located at 5907 5th Avenue. Pgs. 124-125
16. Approval of the Offer to Purchase for property located at 5907 5th Avenue. Pgs. 126-140
17. Acceptance of the Assignment Agreement for properties located at 5911 and 5917 5th Avenue. Pgs. 141-142
18. Approval of the Offer to Purchase for properties located at 5911 and 5917 5th Avenue. Pgs. 143-157
19. Quit Claim Deed to transfer City-owned property located 5802 14th Avenue from the City of Kenosha to Evren and Suzanne Hanson. (District 2) (CP - Ayes 6, Noes 0) Pgs. 158-163
20. Grant Agreement between the City of Kenosha and Associated Bank for home repair grants. Pgs. 164-166
21. Grant Agreement between the City of Kenosha and Associated Bank for fair lending training. Pgs. 167-169
22. First Amendment to the Community Development Block Grant Subgrantee Agreement – Salvation Army (Transportation Assistance Program – Budget Amendment). Pgs. 170-172
23. Request from Anthony Tristano to Rescind a Reinspection Fee in the Amount of \$72.00 for 3812 14th Avenue (Parcel #11-223-30-302-025). (District 8) Pgs. 173-180
24. Request from Paul Cox & Albert Gonzales to Rescind Reinspection Fees in the Total Amount of \$702.00 for 6901 14th Avenue (Parcel # 05-123-06-312-004). (District 12) Pgs. 181-196
25. Request from Robert Sirrell, Jr. to Rescind a Reinspection Fee in the Amount of \$72.00 for 6102 25th Avenue (Parcel #01-122-01-105-001). (District 3) Pgs. 197-205
26. Request from James Walters & Joanne Kramer to Rescind a Reinspection Fee in the Amount of \$72.00 for 2225 63rd Street (Parcel #01-122-01-176-004). (District 3) ps. 206-214
27. Request from Bradly Pellegrin to Rescind a Reinspection Fee in the Amount of \$180.00 for 6300 10th Avenue (Parcel #05-123-06-135-021). (District 3) Pgs. 215-221
28. Disbursement Record #19 - \$4,223,172.43. Pgs. 222-257

ALDERPERSONS' COMMENTS

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 262-653-4020 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

City of Kenosha, 625-52nd Street, Room 105, Kenosha Wisconsin 53140 | T: 262-653-4020 | clerk@kenosha.org

KENOSHA.ORG

FINANCE COMMITTEE
Minutes of Meeting Held October 17, 2016

A meeting of the Finance Committee held on Monday, October 3, 2016 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: Vice-Chair Wilson and Alderpersons Juliana, Kennedy and Paff. Alderperson Gordon was excused.

Citizens Comments: None.

1. Approval of the minutes of the meeting held October 3, 2016. **It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
2. Approve application of Zignego Company, Inc. for a Temporary Cement Batch Plant located at 8020 S. Green Bay Road. PUBLIC HEARING: John Zignego spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
3. Proposed Resolution by Finance Committee – Resolution To Amend the City of Kenosha Capital Improvement Program for 2016 by Creating Line OT16-008 “Harborpark Outlook” in the Amount of \$319,000 Using Various Funding Sources in the Amount of \$319,000 for a Net Change of \$0. PUBLIC HEARING: No one spoke. STAFF: Shelly Billingsley, Director of Public Works, spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to approve. Motion carried unanimously.**
4. Proposed Resolution by Alderperson Curt Wilson - Resolution to Declare October 2016 Breast Cancer Awareness Month. PUBLIC HEARING: No one spoke. Alderpersons Paff and Juliana requested to add their names to the resolution as co-sponsors. **It was moved by Alderperson Juliana, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
5. Proposed Resolution by the Mayor - Resolution To Adopt a Project Plan Amendment for Tax Incremental District #16 (City Of Kenosha, Wisconsin, Under Section 66.1105(4)(h)1., Wisconsin Statutes and Pursuant to Section 66.1105(6)(f), Wisconsin Statutes) (Amazon). PUBLIC HEARING: No one spoke. STAFF: Zohrab Khaligian, Community Development Specialist, spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
6. Proposed Resolution by the Mayor - Resolution To Create Tax Incremental District #19 (City of Kenosha, Wisconsin, under Section 66.1105(4)(gm), Wisconsin Statutes) (Chrysler). PUBLIC HEARING: No one spoke. STAFF: Zohrab Khaligian, Community Development Specialist, spoke. **It was moved by Alderperson Paff, seconded by Alderperson Juliana, to approve. Motion carried unanimously.**
7. Proposed Resolution by the Mayor - Resolution To Adopt a Project Plan for Tax Incremental District #19 (City of Kenosha, Wisconsin, under Section 66.1105(4)(g), Wisconsin Statutes) (Chrysler). PUBLIC HEARING: No one spoke. STAFF: Zohrab Khaligian, Community Development Specialist, spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to approve. Motion carried unanimously.**
8. Proposed Initial Resolution by the Mayor - Resolution Authorizing The Borrowing Of Not To Exceed \$660,000 To Finance Projects In Tax Incremental Districts No. 4 And No. 8; Providing For The Issuance Of General Obligation Promissory Notes Therefor; And Levying A Tax In Connection Therewith. PUBLIC HEARING: No one spoke. STAFF: Carol Stancato, Director of Finance, spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
9. Proposed Initial Resolution by the Mayor - Resolution Authorizing The Borrowing Of Not To Exceed \$7,880,000 To Finance Projects In Tax Incremental District No. 4; Providing For The Issuance Of Taxable General Obligation Promissory Notes Therefor; And Levying A Tax In Connection Therewith. PUBLIC HEARING: No one spoke. STAFF: Carol Stancato, Director of Finance, spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
10. Proposed Resolution by the Mayor - Resolution to Modify the Employee Benefits for Non-Represented Employees for 2016. PUBLIC HEARING: No one spoke. STAFF: Steve Stanczak, Director of Human Resources and Carol Stancato, Director of Finance, spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Paff, to approve. Motion carried unanimously.**
11. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin and Gregory Crecos #4223. PUBLIC HEARING: No one spoke. STAFF: Corey Reed, Airport Director, spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve Items 11 through 16 after being read. The motion was withdrawn. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve Item 11. Motion carried unanimously.**

It was then moved by Alderperson Kennedy, seconded by Alderperson Juliana, to approve Items 12 through 16 after being read. Motion carried unanimously.

12. Approve Lease Agreement between the City of Kenosha, Wisconsin and 9894 Properties LLC #9894. **Approve.**
13. Approve Agreement of Sublease between 9894 Properties LLC and AVP/Kenosha Aviation LLC #9894. **Approve.**
14. Approve Lease Termination Agreement between the City of Kenosha, Wisconsin and Frank A. Allseits Corporation #9940. **Approve.**
15. Approve Lease Agreement between the City of Kenosha, Wisconsin and 9894 Properties LLC #9940. **Approve.**

16. Approve Agreement of Sublease between 9894 Properties LLC and AVP/Kenosha Aviation LLC #9940. **Approve.**
17. Development Grant Agreement (Tax Incremental District No. 8) between the City of Kenosha and Colbert Packaging Corporation. PUBLIC HEARING: No one spoke. STAFF: Zohrab Khaligian, Community Development Specialist, spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Juliana, to approve - withhold execution of the agreement by the City until receipt of confirmation from Colbert that they have closed on acquiring the subject property. Motion carried unanimously.**
18. Disbursement Record #18 - \$6,736,027.98. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Juliana, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
19. Vacant Building Status Update. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to receive and file. Motion carried unanimously.**

At 6:20 pm it was moved by Alderperson Kennedy, seconded by Alderperson Paff, to go into closed session for Items 20 through 22, pursuant to §19.85 (1)(g), Wisconsin Statutes, to confer with legal counsel. Motion carried unanimously. At 7:17 pm, it was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to return to open session. Motion carried unanimously.

20. Claim of Dylan Gross, a minor, by Stasha Kramvogel, his mother. **It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to deny the claim. Motion carried unanimously**
21. Claim of Lea Bednar. **It was moved by Alderperson Juliana, seconded by Alderperson Kennedy, to deny the claim. Motion carried unanimously**
22. Daniel G. Wilson v. City of Kenosha, et al. **It was moved by Alderperson Juliana, seconded by Alderperson Wilson, to deny the settlement offer. Motion carried unanimously**

ALDERPERSONS' COMMENTS: None.

There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:18 pm.

**NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, November 7, 2016.*

RESOLUTION NO. _____

By: the Mayor

RESOLUTION AWARDING THE SALE OF
\$660,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016B

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on October 17, 2016 (the "Initial Resolution"), authorized the issuance of general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes in an amount not to exceed \$660,000 for the public purpose of financing project costs of Tax Incremental Districts No. 4 and No. 8 (the "Project");

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

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

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory notes (the "Notes") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016B"; shall be issued in the aggregate principal amount of \$660,000; shall be dated November 21, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rate per annum and mature on September 1, 2022 as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded

pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2021 for the payments due in the years 2017 through 2022 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$660,000 General Obligation Promissory Notes, Series 2016B, dated November 21, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i)

all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Notes have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date

of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or

by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 7th day of November, 2016.

Attest: _____, City Clerk
Debra Salas

Dated: _____, 2016

Approved: _____, Mayor
John M. Antaramian

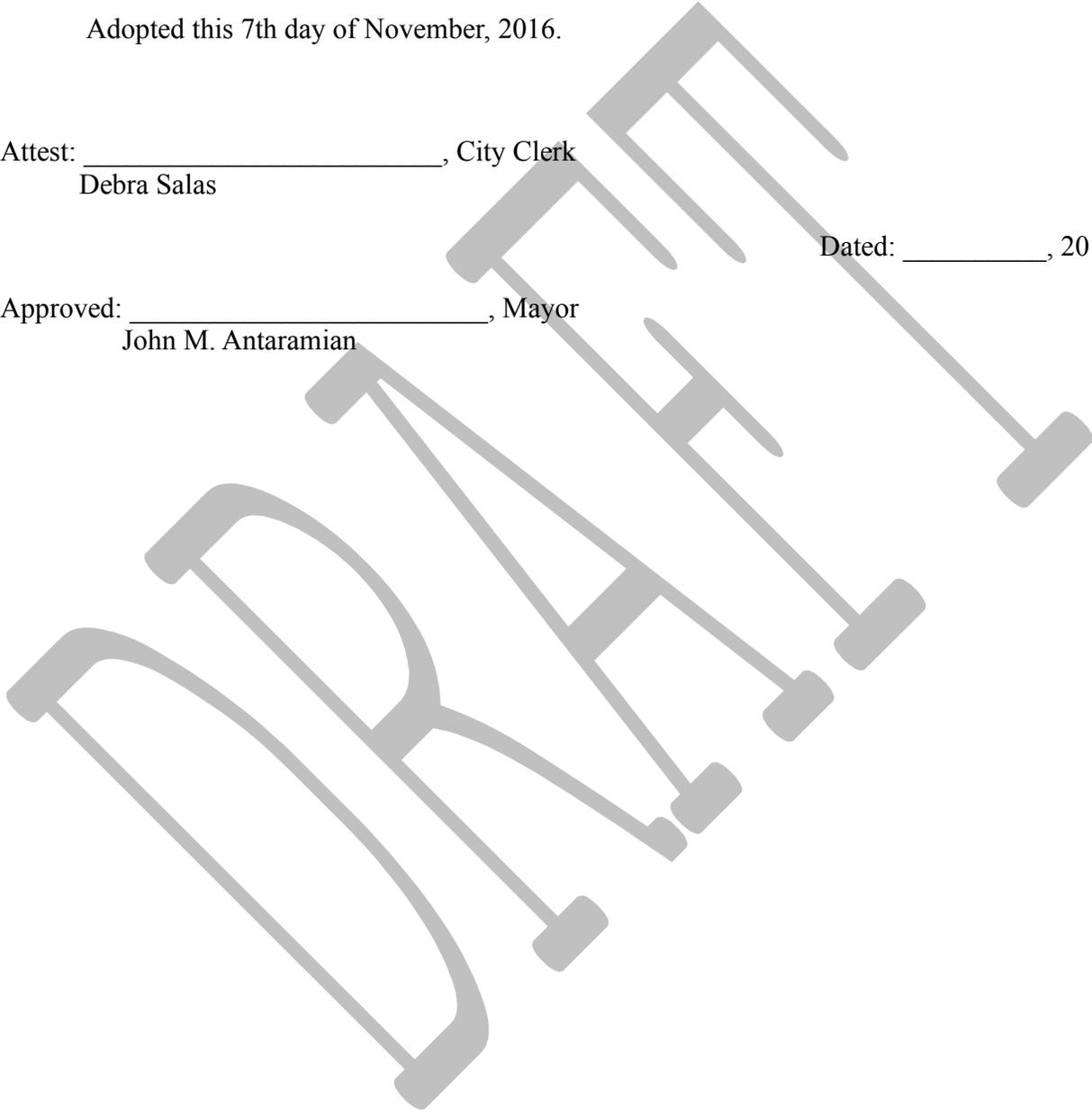


EXHIBIT A

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)



EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)



EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)



EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KENOSHA COUNTY
CITY OF KENOSHA \$ _____
NO. R- _____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
September 1, 2022 November 21, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$660,000, all of which are of like tenor, except as to denomination, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing project costs of the City's Tax Incremental Districts No. 4 and No. 8, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on October 17, 2016 and November 7, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Note is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

By: _____
John M. Antaramian
Mayor

(SEAL)

By: _____
Debra Salas
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION NO. _____

By: the Mayor

RESOLUTION AWARDING THE SALE OF
\$7,880,000 TAXABLE GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") has, by a resolution adopted on October 17, 2016 (the "Initial Resolution"), authorized the issuance of taxable general obligation promissory notes pursuant to Section 67.12(12) of the Wisconsin Statutes in an amount not to exceed \$7,880,000 for the public purpose of financing project costs of Tax Incremental District No. 4 (the "Project");

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

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

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such notes on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its taxable general obligation promissory notes (the "Notes") to Piper Jaffray & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of SEVEN MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS (\$7,880,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of SEVEN MILLION EIGHT HUNDRED EIGHTY THOUSAND DOLLARS (\$7,880,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2016"; shall be issued in the aggregate principal amount of \$7,880,000; shall be dated November 21, 2016; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates

per annum and mature on September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2017. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on September 1, 2026 shall be subject to redemption prior to maturity, at the option of the City, on September 1, 2025 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2025 for the payments due in the years 2017 through 2026 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously

issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$7,880,000 Taxable General Obligation Promissory Notes, Series 2016, dated November 21, 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose for which the Notes have been issued has been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

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

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

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

Section 11. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted this 7th day of November, 2016.

Attest: _____, City Clerk
Debra Salas

Dated: _____, 2016

Approved: _____, Mayor
John M. Antaramian

EXHIBIT A

Note Purchase Proposal

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

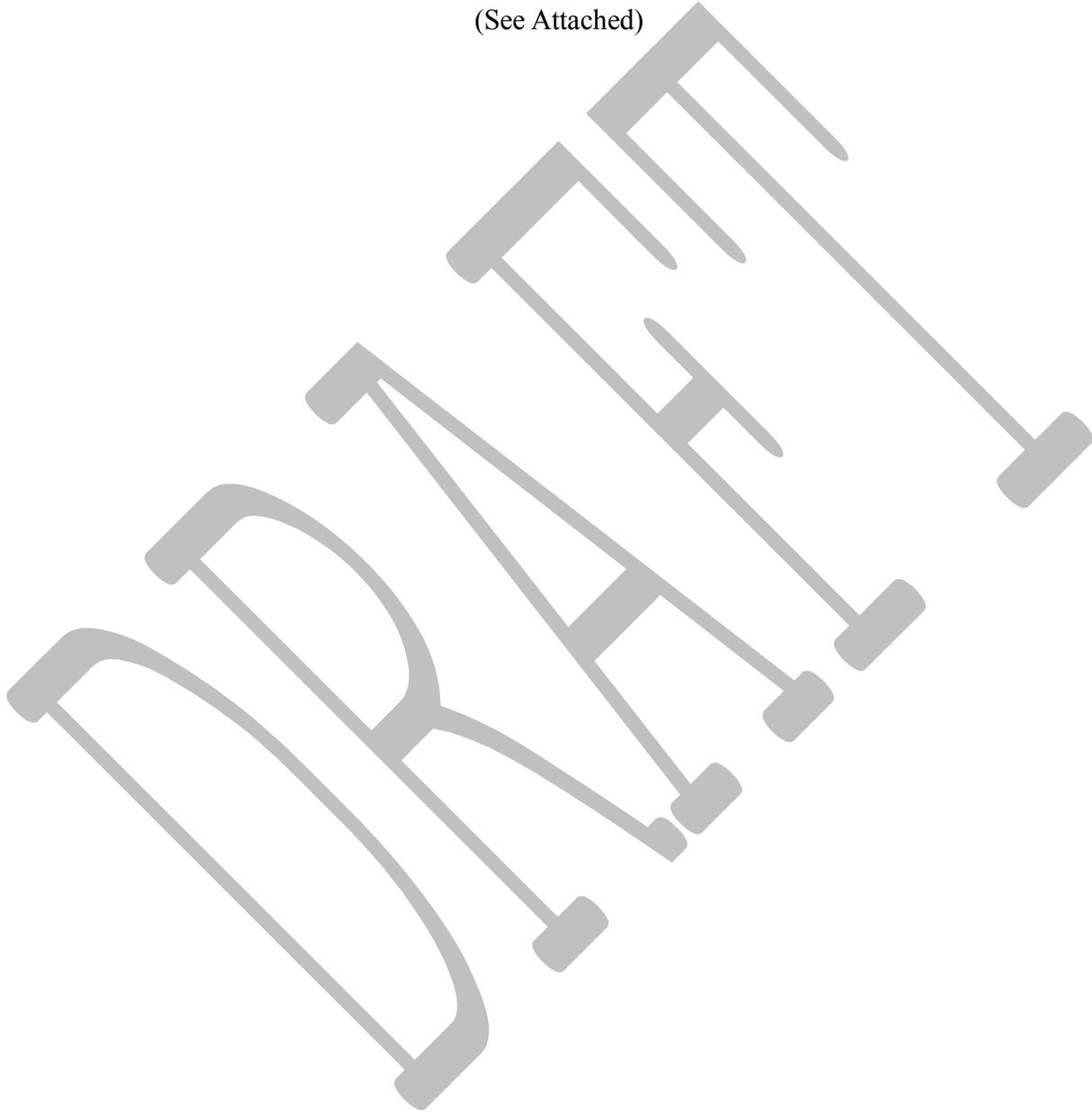


EXHIBIT B-1

Pricing Summary

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)

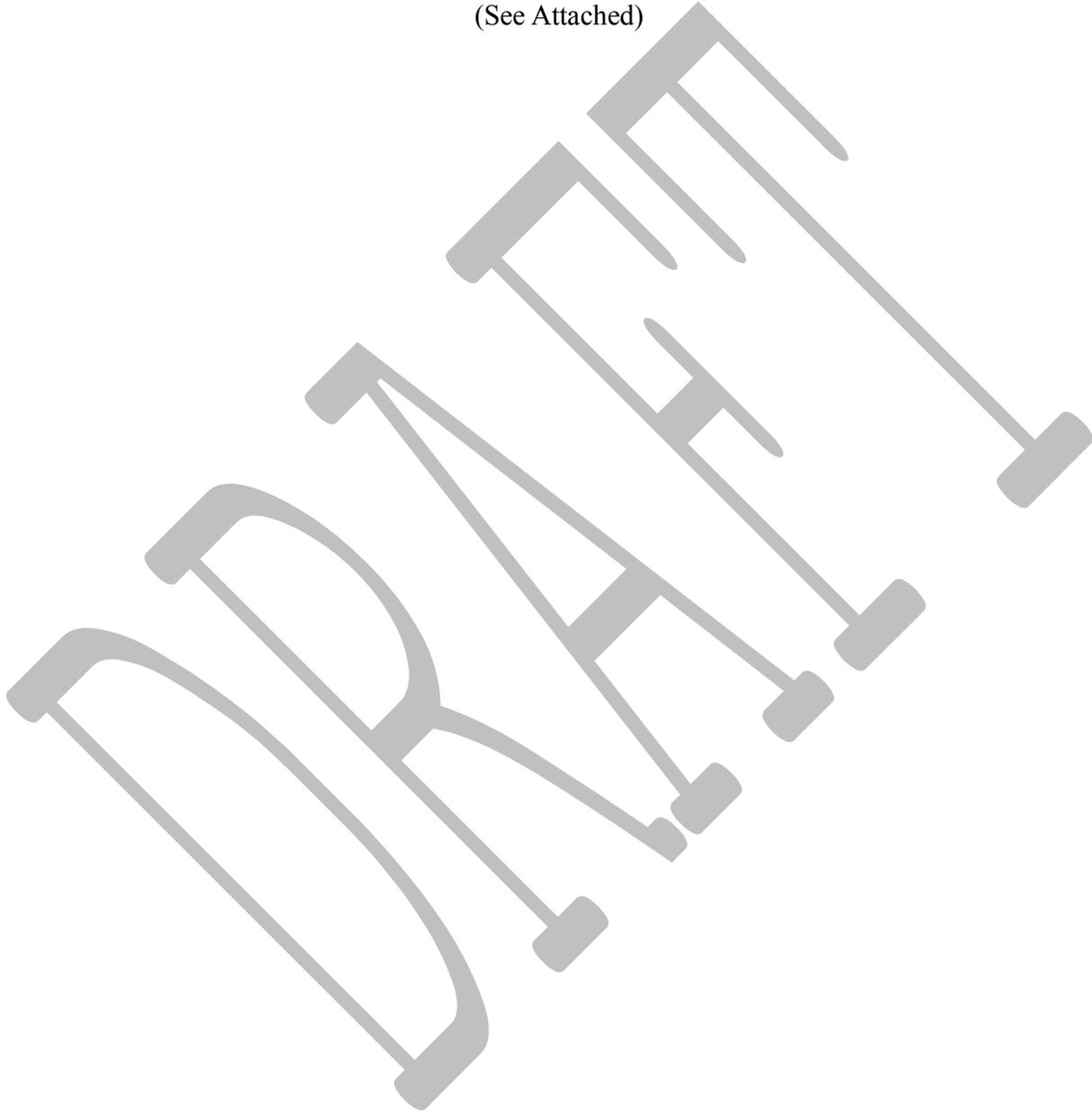


EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Piper Jaffray & Co. and incorporated into the Resolution.

(See Attached)



EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
KENOSHA COUNTY
NO. R- _____ CITY OF KENOSHA \$ _____
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
September 1, _____ November 21, 2016 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Kenosha, Kenosha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on September 1, 2017 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$7,880,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of financing project costs of Tax Incremental District No. 4, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on October 17, 2016 and November 7, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on September 1, 2026 are subject to redemption prior to maturity, at the option of the City, on September 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in

exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Kenosha, Kenosha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF KENOSHA,
KENOSHA COUNTY, WISCONSIN

By: _____
John M. Antaramian
Mayor

By: _____
Debra Salas
City Clerk

(SEAL)

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

RESOLUTION NO. _____

By: The Mayor

To Approve a 2016 Allowable Municipal Levy Limit of \$63,230,031

Whereas, the Municipal Levy Limit calculation allows municipalities to utilize a portion of their unused levy amount from the prior year; and

Whereas, the City of Kenosha has available an adjustment from the previous year's unused levy amount of \$696,988; and

Whereas, a decline in the Net New Construction percentage used in determining the 2016 levy limit has required that a portion of the unused levy needs to be used for the 2017 budget;

Now, Therefore Be It Resolved, that the Common Council of the City of Kenosha approves the use of the previous year's unused levy provision increasing the allowable levy from \$62,533,043 to a maximum \$63,230,031.

Adopted _____ day of _____, 2016

Approved: _____
John M. Antaramian, Mayor

Attest: _____
Debra Salas, City Clerk/Treasurer

(RESOLUTIONS16/2016AllowableMuniLevyLimit.9.29.16)

RESOLUTION NO. _____

BY: THE MAYOR

TO AUTHORIZE THE MAYOR TO PARTICIPATE WITH THE TOWN OF PARIS, VILLAGE OF SOMERS, COUNTY OF KENOSHA, THE KENOSHA WATER UTILITY, AND/OR THE TOWN OF SOMERS, IN AN INTERGOVERNMENTAL COOPERATION AGREEMENT OR AGREEMENTS PURSUANT TO SECTIONS 66.0301 AND 66.0307, WISCONSIN STATUTES, WHICH MAY INCLUDE THE SETTLEMENT OF THE PENDING LITIGATION

WHEREAS, the Town Board of the Town of Somers on February 22, 2005, and the Common Council of the City of Kenosha on March 7, 2005, adopted a cooperative plan pursuant to Section 66.0307 of the Wisconsin Statutes (hereinafter “the 2005 City-Town of Somers Cooperative Plan”); and,

WHEREAS, the Wisconsin Department of Administration approved the 2005 City-Town of Somers Cooperative Plan on August 8, 2005; and,

WHEREAS, the Town Board of the Town of Somers on or about February 22, 2005, along with the Town of Somers Water Utility, the Town of Somers Sewer Utility District, and the Kenosha Water Utility, entered into an agreement for the provision of municipal water and sewer service to properties in the Town of Somers, east of Interstate Highway 94 (hereinafter “the 2005 Water Utility-Town of Somers IGA”); and,

WHEREAS, on June 9, 2014, the County of Kenosha, the City of Kenosha, and the Town of Paris entered into an intergovernmental cooperation agreement (hereinafter “the 2014 County-City-Paris IGA”); and

WHEREAS, the 2014 County-City-Paris IGA established an area that was described as the “City Growth Area” that was territory located in the Town of Paris that, while the 2014 County-City-Paris IGA was in effect, would allow for annexations into the City of Kenosha of parcels in the City Growth area without objection from the Town of Paris; and

WHEREAS, a portion of the Town of Somers incorporated as the Village of Somers, for which a Certificate of Incorporation from the State of Wisconsin was issued on April 24, 2015; and

WHEREAS, in 2015, the Town Board of the Town of Somers and the Common Council of the City of Kenosha, pursuant to provisions of Section 66.0307 of the Wisconsin Statutes, amended the 2005 City-Town of Somers Cooperative Plan to bring portions of County Trunk Highways G and K into the jurisdiction of the City from the jurisdiction of the Town (which 2005 City-Town of Somers Cooperative Plan as amended in 2015 is hereinafter “the Kenosha-Somers Agreement”); and

WHEREAS, the Village and the Town of Somers entered into an Intergovernmental Cooperation Agreement on October 20, 2015, and the Village of Somers thereafter passed a resolution with the intent of becoming a party to the Kenosha-Somers Agreement; and

WHEREAS, on April 7, 2016, the Town of Paris and the Village of Somers entered into an intergovernmental cooperation agreement pursuant to Section 66.0301, Wisconsin Statutes (“the 2016 Paris-Somers IGA”); and

WHEREAS, the 2016 Paris-Somers IGA included a provision creating an area that was described within its terms as the “I-94 Planning Area” comprised of approximately 2500 acres of territory located in the Town of Paris that would be subject to a home-rule jurisdiction transfer

into the Village of Somers; and

WHEREAS, on April 14, 2016, the City filed a complaint with the Kenosha County Circuit Court that would become case 16-CV-480 challenging the validity and implementation of the 2016 Paris-Somers IGA; and

WHEREAS, the boundaries of the Village at the time of adoption of this Resolution are the same as they were on April 6, 2016; and

WHEREAS, Kenosha County Circuit Court case number 16-CV-480 is generally styled Joseph Kolnik, Vicky Kolnik, Donis L. Taylor, and Mandy P. Taylor, and the City of Kenosha, Wisconsin, as Plaintiffs (with the City also being a counterclaim defendant); and Mars Cheese Castle, Inc., Ventura Family Limited Partnership, and Tyson and Cynthia Wehrmeister, as Intervenor, versus the Village of Somers; George Stoner, Allen G. Brokmeier, Richard Heinisch, David M. Geertsen, Joe Cardinali, Karl J. Ostby, and Jack Aupperle (being sued in their official capacities as Trustees of the Village); and the Town of Paris and Beverly McCumber (in her official capacity as Town of Paris Clerk), Defendants/Third-Party Plaintiffs; and Kenosha County, which is listed as an Involuntary Third-Party Plaintiff; such that the governments of the City of Kenosha, Village of Somers, Town of Paris, and County of Kenosha are involved; and

WHEREAS, the corridor of Interstate 94 within Kenosha County is poised for large-scale, quality development, that will increase tax base and bring quality jobs to the community; and

WHEREAS, the development of large-scale, quality development along the Interstate 94 corridor is dependent a number of significant, cooperative factors such as municipal water and sanitary sewer supplied by the Kenosha Water Utility; and

WHEREAS, the development of large-scale, quality development along the

Interstate 94 corridor is hampered by the uncertainties associated with the litigation between the government parties to Kenosha County Circuit Court case number 16-CV-480; and

WHEREAS, to remove the uncertainties associated with the litigation between the government parties and facilitate the beneficial development along the Interstate 94 corridor, elected officials for the City of Kenosha, County of Kenosha, Town of Paris, and the Village of Somers met over the span of two months in an attempt to provide a framework by which a cooperative plan/intergovernmental agreement could be prepared; and

WHEREAS, the efforts of those elected officials resulted in the in a document dated October 5, 2016, and entitled “Memorandum of Understanding for Proposed Agreement Between the City of Kenosha, the Kenosha Water Utility, Village of Somers and the Town of Paris Relating to the Transfer of Certain Lands from the Town of Paris the City of Kenosha and the Village of Somers and Related Issues” (hereinafter “the Memorandum of Understanding”) and which is attached hereto as Exhibit A, and which was designed to be the framework for a comprehensive, cooperative, intergovernmental agreement; and

WHEREAS, although the Memorandum of Understanding identifies points of agreement on many major issues, there remain significant details of an agreement or agreements that still need to be negotiated.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor, with the assistance of such City and Kenosha Water Utility staff as may be necessary, is authorized pursuant to Section 66.0307(4), Wisconsin Statutes, to participate with the Village of Somers and the Town of Paris in the preparation of a cooperative plan, under the guidance of the Common Council and the City Plan Commission.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan will consider the Memorandum of Understanding, which is attached hereto as Exhibit A, and through the cooperative plan preparation, call for the implementation of provisions of the Memorandum of Understanding to the extent it is possible, with the specific exception that the process will follow Subsection 66.0307(4), Wisconsin Statutes, rather than the process in Subsection 66.0307(4m).

BE IT FURTHER RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the Mayor, with the assistance of such City staff as may be necessary, is also authorized pursuant to Section 66.0301, Wisconsin Statutes, to participate with the County of Kenosha and/or the Kenosha Water Utility and such other entities as are necessary, in the preparation of an intergovernmental cooperation agreement integrated with the preparation authorized by this Resolution of the cooperative plan being developed with the Village of Somers and Town of Paris.

BE IT FURTHER RESOLVED that the preparation of the cooperative plan and the intergovernmental cooperation agreement should attempt to address the following:

- creating a new cooperative agreement between the City, Village, and Town;
- creating a new agreement between the Water Utility and Village regarding water and sanitary sewer service (respecting and referencing the 2005 Water Utility-Town of Somers IGA);
- creating a new agreement between the Water Utility and Town of Paris regarding uncontested expansion of the water and sewer service areas to areas identified as growth areas in Exhibit A;
- amending the 2005 City-Town of Somers Cooperative Plan;
- amending the 2005 Water Utility-Somers IGA;

- amending or vacating the 2016 Paris-Somers agreement;
- vacating or acknowledging void status of the 2014 City-Paris-County agreement;
- creating an intergovernmental agreement to transfer home rule and maintenance jurisdiction of County Trunk Highway N (west of Interstate Highway 94) from the County to the City;
- settling the intergovernmental disputes alleged in the pleadings of Kenosha County Circuit Court case number 16-CV-480; and
- providing for a mechanism to protect the Kenosha Water Utility’s interests should the State take any legislative action to affect the Kenosha Water Utility’s portion of the contract.

BE IT FURTHER RESOLVED that the Mayor is authorized to take such other action he deems necessary to accomplish the intended purposes of this Resolution.

BE IT FURTHER RESOLVED that the City Clerk/Treasurer is directed to give notice of this Resolution, in writing, within five (5) days of its adoption, to the parties specified in § 66.0307(4)(a), Wisconsin Statutes, and to the Kenosha County Executive, the Clerk for the Village of Somers, the Clerk for the Town of Paris, the Clerk for the Town of Somers, and the General Manager for the Kenosha Water Utility.

Adopted this _____ day of _____, 2016.

ATTEST: _____ City Clerk
DEBRA L. SALAS

APPROVED: _____ Mayor Date: _____
JOHN M. ANTARAMIAN

Drafted By:
EDWARD R. ANTARAMIAN
City Attorney



MEMORANDUM OF UNDERSTANDING
FOR PROPOSED
AGREEMENT BETWEEN THE CITY OF KENOSHA,
THE VILLAGE OF SOMERS AND THE TOWN OF PARIS
RELATING TO THE TRANSFER OF CERTAIN LANDS FROM
THE TOWN OF PARIS TO THE CITY OF KENOSHA AND
TO THE VILLAGE OF SOMERS AND RELATED ISSUES

October 4, 2016

1. **City of Kenosha** – The City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 625 52nd Street, Kenosha, Wisconsin (hereinafter referred to as “City”).
2. **Village of Somers** – The Village of Somers, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 7511 12th Street, Somers, Wisconsin (hereinafter referred to as “Village”).
3. **Town of Paris** – The Town of Paris, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, maintaining offices at 16607 Burlington Road, Paris, Wisconsin (hereinafter referred to as “Town”).
- 3(a) **Kenosha Water Utility** – The Kenosha Water Utility, a Wisconsin water utility organized and existing under the laws of the State of Wisconsin, maintaining offices at 4401 Green Bay Road, Kenosha Wisconsin (hereinafter referred to as “KWU”).
4. **Purpose of Agreement** – To develop the framework for a “Binding Resolution” between the parties which would be used to enter into agreements pursuant to §66.0307(4m) and/or §66.0301, Wis. Stats., for the approval of the transfer of certain lands in an orderly manner over a definitive period of time from the Town to the City and to the Village.

The parties hereby agree that upon approval of the “Binding Resolution”, annexations, water/sanitary sewer issues, sanitary sewer service area expansion, and all other provisions as permissible by law become effective.

5. **Boundaries** – Permanent boundaries shall be established for all parties to the agreements following a fifty (50) year planning period as depicted on the attached Exhibit “A” pursuant to §66.0307, Wis. Stats. No owner of real property located within the planning area shall be forced to attach. All attachments shall be by unanimous consent of the owners. There shall be no leveraged attachments. No party will object to any such attachment provisions. At the conclusion of the fifty (50) year planning period, all lands located within the planning area as depicted on the attached Exhibit “A” shall, upon passage of an attachment ordinance by the City or Village, become part of the City or Village to the extent not already attached to the City or Village by intermediate attachments.

attachments.

Properties as shown in exhibit “A” along the southern boundary of Paris shall not be part of the permanent boundaries. These properties shall be annexed into the City of Kenosha only upon the request of the property owners. Paris shall cooperate with these annexations. No leveraged annexations are allowed in this zone.

The Parties shall not enter into any other agreements regarding the boundaries of the parties until adoption of the 66.0307(4m) boundary agreement.

6. **Dismissal of Litigation** – The City, the Village and the Town shall take such steps as are necessary to dismiss all pending litigation, restraining orders, claims, or injunctions between the parties relative to matters herein.

The parties understand that dismissal of litigation includes forgiveness of the \$500,000 to be paid by the City to Paris as part of the Paris/City/County 2014 IGA. Somers and Paris will include this item as part of separate negotiations to amend the Paris/Somers 2016 IGA.

The parties agree to jointly request an adjournment to the October 10, 2016 hearing before Judge Koss for a period of at least 45 days.

7. **Water and Sewer Approvals** - Upon approval of the “Binding Resolution” the City shall make a request to the Southeastern Wisconsin Regional Planning Commission (SEWRPC) and Wisconsin Department of Natural Resources (WDNR) to add to the KWU sanitary sewer service area the area shown in Exhibit A. The Town will support this request.

The City and KWU shall support the Village in any obtaining WDNR Great Lakes Compact approval for water diversion west of the subcontinental divide.

The City and KWU shall not object to a DNR reversal of the revocation of Lake Michigan water diversion authority to supply water to the Village West of the subcontinental divide.

8. **Water Utility Service Points** – City and KWU shall provide municipal water/sanitary sewer service connection points at two permanent sites, (a) and (b), and a third temporary site at (c):
 - (a) West of I-94 location to be determined by the Village; and
 - (b) East of I-94 at the “Amazon Site”; and
 - (c) At a point South of CTH “S” and CTH “H”.

All costs associated with municipal water/sewer main extensions shall be paid by the Village.

- 8(a). **2005 Kenosha/Somers IGA** – City/KWU will forgive and forego any current breaches under the 2005 §66.0307, Wis. Stats. Intergovernmental Agreement between the City/KWU and the Town/Village, relative to connection points for its municipal water or sanitary sewer. Specifically, the requirement of the Town/Village to connect all current sanitary sewers into master meters.
- 8(b). **2016 Somers/Paris IGA** – The Village and Town hereby agree to amend the existing IGA to the degree necessary to fully harmonize that agreement with the intent of this MOU. This shall include rescinding the portion of the IGA related to boundaries.
- 8(c). **Wholesale Water/Sewer Service** – Somers Town/Village shall not provide wholesale water/sewer service outside of its boundaries.
9. **Revenue Sharing** – Village and Town will enter into an agreement for revenue sharing upon development of those areas denominated on the attached Exhibit “A” which areas are either currently located within the Village.
10. **Formal Documents** – The implementation of the “Binding Resolution” and the §66.0307 IGA contemplated herein shall be accomplished as soon as possible.

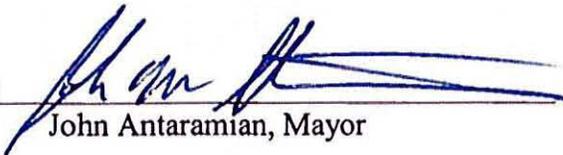
The Parties agree to proceed immediately towards approval of the “Binding Resolution”, and upon its approval, agree to proceed as soon as possible towards approval of the §66.0307 IGA.

These agreements shall contain the terms set out in this MOU as well as the usual provisions, representations, covenants and warranties ordinarily included in such agreements and as are reasonably required by law or the Wisconsin Department of Administration (DOA). Each party will bear its own costs of negotiating, preparing and completing these agreements.

11. **Due Diligence** – All parties will conduct due diligence relative to their various interests in pursuing and concluding the agreements contemplated herein.
12. **Status of this Letter of Intent** – This MOU is non-binding. By signing this MOU, each party evinces a non-binding intent to use their best efforts to negotiate, agree, and complete the agreements on terms consistent with this MOU as soon as practicable. This MOU will be subject to review by each party’s respective advisors, and approval by each party’s elected representatives, City Council, Village Board or Town Supervisors, Board of Water Commissioners, as applicable.

Dated this 5th day of October, 2016.

CITY OF KENOSHA

By: 
John Antaramian, Mayor

Dated this 5th day of October, 2016.

KENOSHA WATER UTILITY

By: 
Edward St. Peter, General Manager

Dated this 5th day of October, 2016.

VILLAGE OF SOMERS

By: 
George Stoner, President

Dated this 5th day of October, 2016.

TOWN OF PARIS

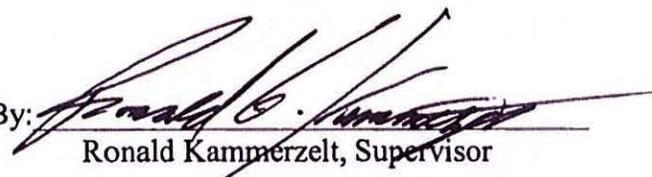
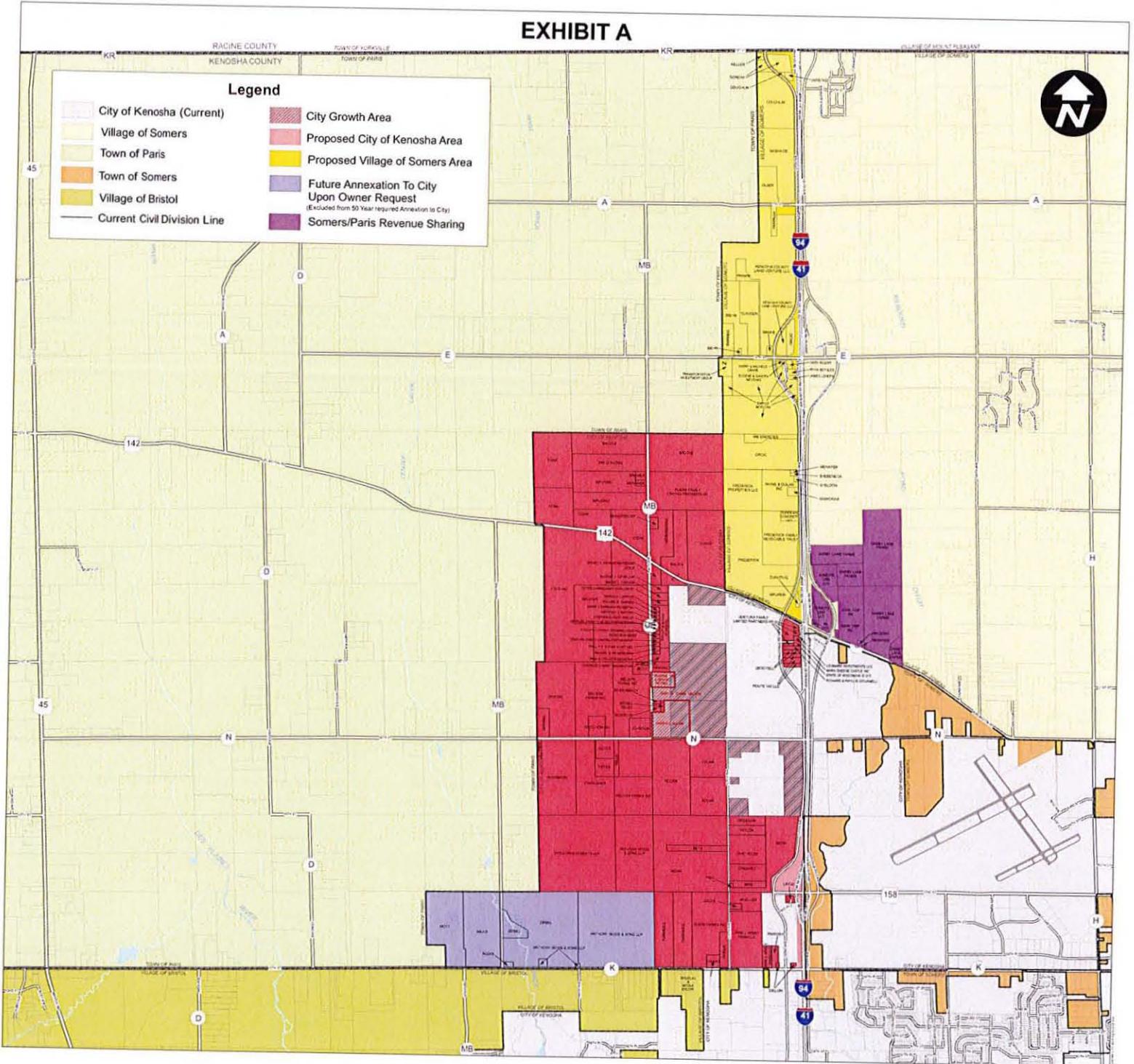
By: 
Ronald Kammerzelt, Supervisor

EXHIBIT A



TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the Finance Committee

FROM: Martha Swartz, Senior Property Maintenance Inspector
Department of Community Development and Inspections

SUBJECT: **Resolution to Rescind a Boarding & Securing Special Charge in the Amount of \$260.00 Levied by Resolution No. 004-16 Approved by Common Council on January 20, 2016, for 6300 10th Avenue (Parcel #05-123-06-135-021) Petitioner: Bradly Pellegrin (District 3)**

DATE: November 3, 2016

The owner of the subject property, Bradly Pellegrin, is requesting the rescindment of a board-up fee that was Specially Charged to the property per Resolution #4-16 approved on January 20, 2016.

In the appeal, Mr. Pellegrin states that the reason for the request is that he intends to use the funds to make the appropriate repairs needed on the house. He was unaware of the fees due to a poor management company's oversight. Mr. Pellegrin is prepared to work with the City and the Officials in any way possible to meet the Ordinance requirements.

The following is a history for subject property as it pertains to this case:

October 3, 2015	The City's board-up contractor, Bindelli Construction Inc., was called by the Kenosha Fire Department to 6300 10 th Avenue to board up two (2) windows of subject house that was damaged on the west side by fire.
October 5, 2015	The City received an invoice from Bindelli Construction in the amount of \$160.00 for the board-up
October 16, 2016	The City sent an invoice to the owner of record, Bradly Douglas Pellegrin, to the address of record, 6300 10 th Avenue, payable to the City on or before November 16, 2016. The fee was not paid by that date. The cost, plus a \$100.00 administrative fee was placed on the list of potential Special Charges for the property.
January 20, 2016	The Special Charge of \$260.00 was approved by Finance Committee and Common Council under Resolution #4-16
September 8, 2016	An appeal was received from the owner, Bradly Pellegrin

Recommendation:

The City Contractor responded to a request from the Kenosha Fire Department to do a board-up at the scene of a fire at subject property. The work was done and the contractor was paid by the City for the work. Staff recommends denial of the petitioner's request.

MES:saz
Attachments

City of Kenosha, 625 52nd Street, Room 100, Kenosha, Wisconsin 53140 | T: 262.653.4263 | F: 262.653.4254

KENOSHA.ORG

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind (1) Special Charge for Boarding & Securing
Levied by Resolution No. 004-16 against
Parcel No. 05-123-06-135-021
(6300 10th Avenue) Kenosha, Wisconsin**

WHEREAS, on January 20, 2016, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 4-16 levying special charges for **Boarding and Securing** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Bradly Pellegrin, that one (1) special charge should not have been levied on one (1) of those parcels; to wit: Parcel No. 05-123-06-135-021 (6300 10th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by decision of the Common Council of the City of Kenosha, Wisconsin, that one (1) of the special charges in the amount of \$260.00 levied by Resolution No. 4-16 against Parcel No. 05-123-06-135-021 (6300 10th Avenue), Kenosha, Wisconsin be rescinded, thereby reducing the total amount of the resolution by \$260.00.

Passed this _____ day of _____, 2016

_____, Mayor
John Antaramian

Date Signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date Signed: _____

Drafted by:
Department of Community Development and Inspections

/saz



FOR OFFICE USE ONLY	
Date received	9/8/16
Permit #	n/a or
Case #(s)	14152178
Meeting Date	11/7/16

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6300 10th Avenue Date: 05 September 2016

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: \$ 902.00

Property Owner: Bradly Pellegrin

Petitioner: Bradly Pellegrin

Mailing Address: 6300 10th Avenue

Home Phone Number: 251-577-2471 Daytime Phone Number: 251-577-2471

E-mail Address: bdp155@gmail.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

Intend to appropriate fees to property renovation

Ignorance of property condition due to poor management company oversight

Prepared to work with the city and its officials in any way possible to meet ordinances & requirements

Petitioner's Signature: Bradly Pellegrin

RECEIVED
SEP 08 2016
by _____
CDI - Rm 100

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

CITY OF KENOSHA
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INSPECTIONS
MUNICIPAL BUILDING
625 52ND STREET ROOM 100
KENOSHA WI 53140-3480
262.653.4263

BILLING NOTICE

BRADLY DOUGLAS PELLEGRIN
6300 10TH AVE
KENOSHA, WI 53143

Billing Date: 10/16/15

Charge for Boarding and Securing of Property

Case Number: O150079

Property Location: 06300 010 AV

Parcel Number: 05-123-06-135-0210

Inspection Date: 10/03/15

Amount to be Paid: \$160.00

Payable to the City of Kenosha on or Before: 11/16/15

If this fee is not paid in full by the due date, the fee, along with an additional \$100.00 Administrative Fee, will be processed as a special assessment against the real estate upon which the boarding and securing costs were incurred.

If you believe you have received this invoice in error, you may request an appeal form from the Department of Community Development and Inspections.

This is the only billing notice you will receive for this item.

THIS NOTICE MUST BE INCLUDED WITH PAYMENT

BINDELLI CONSTRUCTION INC.
1210-67TH STREET
KENOSHA, WI 53143
PHONE: (262) 652-1250 FAX: (262) 658-3267

INVOICE NO: 784363-015

CITY OF KENOSHA
Dept. of Community Development & Inspections
Room 308
625-52nd Street
Kenosha, Wi 53140

Oct. 5, 2015

JOB: 6300-10th Ave.
Kenosha, Wi

Responded to 6300-10th Ave. on Oct. 3, 2015 at 10:37 a.m. as per
Kenosha Fire Dept. Completed at 11:40 a.m. Residential

P.O. 150034

SCOPE OF WORK: Board up back two windows of house damaged
from fire West side.

2	men	1 hr. each	=	2 Hrs.	@ 60.00	=	\$ 120.00
2	sheets of plywood				@ 20.00	=	<u>40.00</u>
							\$ 160.00

*OK
MES
10-4-15*

TOTAL AMOUNT OF THIS INVOICE: \$ 160.00

OCT 13 2015



COMMUNITY DEVELOPMENT & INSPECTIONS

October 11, 2016

Bradly Pellegrin
6300 10th Avenue
Kenosha, WI 53140

Dear Mr. Pellegrin:

Subject: Request for Rescindment of Reinspection Fees – 6300 10th Avenue and 6322 24th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m. in Room 200 of the Municipal Building following the Finance Committee meeting.

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

Sincerely,

Sue Zampanti
Office Associate

/SAZ

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the Finance Committee

FROM: Mark Sanchez, Property Maintenance Inspector *MJS*
Department of Community Development and Inspections

SUBJECT: **Resolution to Rescind Two (2) Property Maintenance Reinspection Fee Special Charges: 1) Levied by Resolution No. 98-16 in the Amount of \$172.00 (Approved by Common Council on August 15, 2016), and 2) Levied by Resolution No. 112-16 in the Amount of \$190.00 (Approved by Common Council on September 19, 2016), for 6300 10th Avenue (Parcel #05-123-06-135-021); Petitioner Bradly Pellegrin (District 3)**

DATE: November 3, 2016

The owner of the subject property, Bradly Pellegrin, is requesting the rescindment of the following fees issued for subject property:

1. Special Charge in the amount of \$172.00 assessed under Resolution #98 -16 on August 15, 2016
2. Special Charge in the amount of \$190.00 assessed under Resolution #112-16 on September 19, 2016

In the appeal, Mr. Pellegrin states that the reason for the request is that he intends to use the funds to make the appropriate repairs needed on the house. He was unaware of the fees due to a poor management company's oversight. Mr. Pellegrin is prepared to work with the City and the Officials in any way possible to meet the Ordinance requirements.

The following is a history for subject property as it pertains to this case:

October 7, 2015	Received complaint regarding a fire at subject address. Conducted exterior inspection.
October 14, 2015	Posted Order to Repair.
November 13, 2015	Reinspection showed no work done.
December 4, 2015	Reinspection showed no work done.
January 13, 2016	Minor work done on property. Trash was removed
March 13, 2016	Sent Final Notice to management company and owner's address of record

April 20, 2016	Minor work done – tuckpointing on foundation
May 6, 2016	No further work done
June 20, 2016	No work done. Reinspection Fee #1 for \$72.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on August 15, 2016
July 8, 2016	No work done. Reinspection Fee #2 for \$90.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on September 19, 2016
July 29, 2016	No work done. Reinspection Fee #3 for \$180.00
August 3, 2016	Met with Mr. Pellegrin on property. He explained that he was aware that his management company did a poor job regarding the condition of the property; and, that he did not know anything about the fees or violations.
August 9, 2016	Owner working on property
August 26, 2016	Owner replaced broken windows and portions of roof
September 13, 2016	Owner repaired gutters and fence
September 28, 2016	Owner repaired all violations except the siding on the west wall. The siding was damaged by the fire

Recommendation:

Staff recommends denial of the petitioner's request.

MJS:saz
Attachments

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind Two (2) Special Charges for Property Maintenance Reinspection Fees
Levied by Resolution No. 098-16 and Resolution No. 112-16 against
Parcel No. 05-123-06-135-021
(6300 10th Avenue) Kenosha, Wisconsin**

WHEREAS, on August 15, 2016, and September 19, 2016 the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 98-16 and Resolution No. 112-16, respectively, levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Bradly Pellegrin, that two (2) special charges should not have been levied on one (1) of those parcels; to wit: Parcel No. 05-123-06-135-021 (6300 10th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by decision of the Common Council of the City of Kenosha, Wisconsin, that two (2) special charges in the amount of \$172.00 and \$190.00 levied by Resolution No. 098-16 and Resolution No. 112-16, respectively, against Parcel No. 05-123-06-135-021 (6300 10th Avenue), Kenosha, Wisconsin be rescinded, thereby reducing the total amount of Resolution No. 98-16 by \$172.00; and, Resolution No. 112-16 by \$190.00.

Passed this _____ day of _____, 2016

_____, Mayor
John Antaramian

Date Signed: _____

Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date Signed: _____

Drafted by:
Department of Community Development and Inspections

/saz



FOR OFFICE USE ONLY	
Date received	9/8/16
Permit #	n/a or
Case #(s)	H152178
Meeting Date	11/7/16

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6300 10th Avenue Date: 05 September 2016

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: \$ 902.00

Property Owner: Bradly Pellegrin

Petitioner: Bradly Pellegrin

Mailing Address: 6300 10th Avenue

Home Phone Number: 251-577-2471 Daytime Phone Number: 251-577-2471

E-mail Address: bdp155@gmail.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

Intend to appropriate fees to property renovation

Ignorance of property condition due to poor management company oversight

Prepared to work with the city and it's officials in any way possible to meet ordinances & requirements

Petitioner's Signature: Bradly Pellegrin

RECEIVED
SEP 08 2016
by _____
CDI - Rm 100

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254



Case No: H 152 178
Date: 10/14/2015

Dear Property Owner:

Subject: Property Maintenance Code Violations at 6306 10th AV

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4272. If it is more convenient, you may e-mail me at msanchez@kenosha.org.

Sincerely,

Mark J. Sanchez

Property Maintenance Inspector

MJS;jmu

Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 6300 10th Av Case #: HIS 2178

Violator: Same as Owner

Owner: Brad Pellegrin
6300 10th Ave.
Kenosha WI
53143

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

Table with 2 columns: DATE TO COMPLY: and Violations and Required Corrections:
11/13/15 Remove all trash from property. 16.17A
11/13/15 Repair or replace all broken, damaged and missing gutters on house and garage. 16.18F
11/13/15 Provide proper tuckpointing to foundation walls on house. 16.18D
11/13/15 Repair or replace all broken, cracked and boarded windows on house and garage. 16.18L
11/13/15 Repair or replace roof on house which has missing and damaged shingles. 16.18F

If you have any questions, please contact your inspector at 262.653.4272

Mark J. Sanchez
Inspector

10/07/2015
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 14 Day of October, 2015

Inspector signature

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 6300 10th AV Case #: H152178

Violator: same as Owner

Owner: Brad Pellegrin
6300 10th AV
Kenosha WI
53143

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

Table with 2 columns: DATE TO COMPLY: and Violations and Required Corrections:
11/13/15 Repair or replace fence on property which has broken, damaged and missing slats/panels. 16.17 M
11/13/15 Plant grass where there are bare spots in front, side and back yards. 16.17.
11/13/15 Repair, replace or remove all landscape timbers which are rotted, damaged and leaning. 16.17 G
11/13/15 Repair or replace all damaged siding on house and garage. 16.18 A

If you have any questions, please contact your inspector at 262.653.4272

Mark J. Sanchez Inspector

10/07/2015 Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 14 Day of October, 2015 [Signature] Inspector



COMMUNITY DEVELOPMENT & INSPECTIONS

October 11, 2016

Bradly Pellegrin
6300 10th Avenue
Kenosha, WI 53140

Dear Mr. Pellegrin:

Subject: Request for Rescindment of Reinspection Fees – 6300 10th Avenue and 6322 24th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m. in Room 200 of the Municipal Building following the Finance Committee meeting.

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

Sincerely,

Sue Zampanti
Office Associate

/SAZ



TO: John M. Antaramian
Members of the City of Kenosha Common Council
Members of the Finance Committee

FROM: Doug Kroening, Property Maintenance Inspector 
Department of Community Development and Inspections

SUBJECT: **Resolution to Rescind Four (4) Property Maintenance Reinspection Fee Special Charges: 1 & 2) Levied by Resolution No. 7-16 in the Amount of \$190.00 & \$280.00 (Approved by Common Council on January 20, 2016, 3) Levied by Resolution 023-16 in the Amount of \$460.00 (Approved by Common Council on February 17, 2016), and 4) Levied by Resolution 34-16 in the Amount of \$460.00 (Approved by Common Council on March 21, 2016) for 6322 24th Avenue (Parcel #01-122-01-178-021) Petitioner: Bradly Pellegrin (District 3)**

DATE: October 26, 2016

The owner of the subject property, Bradly Pellegrin, is requesting the rescindment of the following fees issued for subject property:

1. Special Charges in the amounts of \$190.00 and \$280.00 assessed under Resolution #7-16 on January 20, 2016
2. Special Charge in the amount of \$460.00 assessed under Resolution #23-16 on February 17, 2016
3. Special Charge in the amount of \$460.00 assessed under Resolution #34-16 on March 21, 2016

In the appeal, Mr. Pellegrin states that the reason for the request is that he intends to use the funds to make the appropriate repairs needed on the house. He was unaware of the fees due to a poor management company's oversight. Mr. Pellegrin is prepared to work with the City and the Officials in any way possible to meet the Ordinance requirements.

The following is a history for subject property as it pertains to this case:

May 15, 2014	The initial inspection for the Neighborhood Inspection Program (NIP) was completed on this date
May 16, 2014	Orders were posted on the property and mailed to the owner of record.
August 20, 2014	A reinspection of the property showed no work done
November 19, 2014	A reinspection of the property showed no work done
April 24, 2015	A Final Notice was mailed to the owner of record
May 7, 2015	The Final Notice we returned and marked "unable to forward"
June 3, 2015	A reinspection of the property showed no work done

June 23, 2015	A reinspection of the property showed no work done. Reinspection Fee #1 for \$72.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on August 17, 2015. This fee has been added to the tax roll and is not appeal-able
August 21, 2015	A reinspection of the property showed no work done. Reinspection Fee #2 for \$90.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on January 20, 2016
October 16, 2015	A reinspection of the property showed no work done. Reinspection Fee #3 for \$180.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on January 20, 2016
November 30, 2015	A reinspection of the property showed no work done. Reinspection Fee #4 for \$360.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on February 17, 2016
January 6, 2016	A reinspection of the property showed no work done. Reinspection Fee #5 for \$360.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on March 21, 2016
March 16, 2016	A Summons and Complaint was drafted, approved, and ready to be served. Initial court date of April 27, 2016
April 27, 2016	The process server was unable to obtain good service for the Summons and Complaint. The court case was dismissed due to lack of service
April 28, 2016	A reinspection of the property disclosed a dumpster stored in front of the property.
May 2, 2016	Spoke to Cortney Marshall. He stated he will be taking over the property through a Land Contract. I provided him with a copy of the Final Notice and will reinspect the property for significant progress
August 1, 2016	Met on site with owner, Bradly Pellegrin and reviewed outstanding violations. He indicated work will begin and progress will be made shortly
August 3, 2016	Provided information about fence questions
September 29, 2016	Work in progress -- fence removed and rear roof completed. All other violations remain

Recommendation:

Staff recommends denial of the petitioner's request.

DMK:saz
Attachments

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Rescind Four (4) Special Charges for
Property Maintenance Reinspection Fees Levied by Resolution No. 007-16,
Resolution No. 23-16, and Resolution No. 34-16 against
Parcel No. 01-122-01-178-021
(6322 24th Avenue) Kenosha, Wisconsin**

WHEREAS, on January 20, 2016, February 17, 2016, and March 27, 2016, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 007-16, Resolution No. 023-16, and Resolution No. 034-16 respectively, levying special charges for **Property Maintenance Reinspection Fees** for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Community Development and Inspections; and,

WHEREAS, it has been stated by the property owner, Bradly Pellegrin, that four (4) special charges should not have been levied on one (1) of those parcels; to wit: 01-122-01-178-021 (6322 24th Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by decision of the Common Council of the City of Kenosha, Wisconsin, that two (2) special charges in the amount of \$190.00 and \$280.00 levied by Resolution No. 007-16; and, one (1) special charge in the amount of \$460.00 levied by Resolution No. 023-16; and one (1) special charge in the amount of \$460.00 levied by Resolution No. 034-16 against Parcel No. 01-122-01-178-021 (6322 24th Avenue) , Kenosha, Wisconsin be rescinded, thereby reducing the total amount of the Resolution No. 007-16 by \$470.00; and Resolution No. 023-16 by \$460.00; and, Resolution No. 034-16 by \$460.00.

Passed this _____ day of _____, 2016

_____, Mayor
John Antaramian

Date Signed: _____

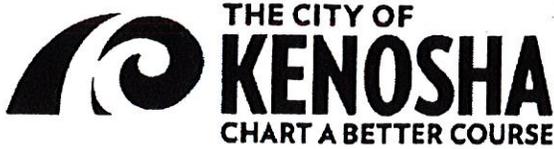
Attest:

_____, City Clerk-Treasurer
Debra L. Salas

Date Signed: _____

Drafted by:
Department of Community Development and Inspections

/saz



FOR OFFICE USE ONLY	
Date received	9/8/16
Permit #	n/a or
Case #(s)	H140774
Meeting Date	10/3/16

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6322 24th Avenue Date: 05 SEP 2016

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other

Amount: \$ 1390.00

Property Owner: Bradly Pellegrin

Petitioner: Bradly Pellegrin

Mailing Address: 6300 10th Avenue

Home Phone Number: 251-577-2471 Daytime Phone Number: 251-577-2471

E-mail Address: bdp155@gmail.com

Reason for Appeal (if more space is needed, please attach information to this form):

Intend to appropriate fees to property renovation

Ignorance of property condition due to poor management company oversight

Prepared to work with the city and it's officials in any way possible to meet ordinances & requirements

Petitioner's Signature: Bradly Pellegrin

RECEIVED
SEP 08 2016

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

Case Number: H140774
April 23, 2015

FINAL NOTICE

Bradly Pellegrin
5925 Sixth Avenue
Kenosha, WI 53140

Dear Mr. Pellegrin:

Subject: Property Maintenance Code Violations at 6322 24th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on May 16, 2014. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future reinspections that show the repairs have not been made. The amount of the reinspection fee will begin at \$72.00, and escalate for each reinspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **May 26, 2015 (unless otherwise noted)**, you will be issued up to fourteen (14) citation(s) at a minimum of \$187.00 each for the following items:

House:

- ◆ Repair/replace damaged roof materials on lower back roof; hole in roof on south side
- ◆ Replace rotted wood on fascia and soffit throughout
- ◆ Repair/replace missing and damaged gutters and downspouts throughout
- ◆ Repair/replace damaged and missing siding throughout
- ◆ Repair/replace missing and broken glass in windows throughout
- ◆ Install screens in windows where missing throughout
- ◆ Repair/replace east storm door which has broken handle and closer
- ◆ Tuckpoint brick joints on chimney lacking mortar. **Comply by June 1, 2015**

6322 24th Avenue
Final Notice
Page 2

- ◆ Repair/replace all damaged and rotted wood on east porch structure, including but not limited to treads, handrails, guardrails, and skirting. Install intermediate rails where damaged or missing. If replacing handrails, guardrails, or structured member, a porch permit must be obtained. **Comply by June 1, 2015**
- ◆ Properly prepare and paint all areas of chipped paint, including but not limited to soffit, fascia, window trim, window sashes, and porch surfaces. **Comply by June 1, 2015**

Garage:

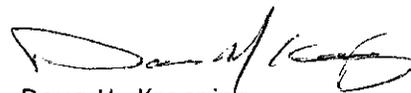
- ◆ Replace rotted wood on siding
- ◆ Repair/replace loose corners
- ◆ Properly prepare and paint all areas of chipped and peeling paint on wood surfaces. **Comply by June 1, 2015**

Yard:

- ◆ Repair/replace/remove fence, which is broken and falling down. If replacing, a fence permit must be obtained

Please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,



Doug M. Kroening
Property Maintenance Inspector

DMK:saz

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 6322 - 24 Avenue Case #: 14140774

Violator:
Bradly Pellegrin
5925-6 Avenue
Kenosha WI 53140

Owner:
Bradly Pellegrin
5925-6 Avenue
Kenosha WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

- HOUSE
6-13-14 Repair/replace damaged roof materials on lower back roof; hole in roof on south side. 16.18F
6-13-14 Replace rotted wood on fascia and soffit throughout. 16.11
6-13-14 Repair/replace missing and damaged gutters and downspouts throughout. 16.18F
6-13-14 Repair/replace damaged and missing siding throughout. 16.18E
6-13-14 Repair/replace missing and broken glass in windows throughout. 16.18L
6-13-14 Install screens in windows where missing throughout 16.15
6-13-14 Repair/replace east storm door which has broken handle and closer. 16.18M
6-13-14 Replace broken glass in east entry door. 16.18H
6-13-14 Tuckpoint brick joints on chimney lacking mortar. 16.18K

If you have any questions, please contact your inspector at 262. 653. 4253

Martha Swartz
Inspector

5-15-14
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 16/11 Day of May, 2014

Martha Swartz
Inspector

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 Phone: 262.653.4263

Location of Violation: 6322-24th Avenue Case #: 14140774

Violator:
Bradly Pellegrin
5925-6th Avenue
Kenosha WI 53140

Owner:
Bradley Pellegrin
5925-6th Avenue
Kenosha WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

House, CONT'D

6-13-14 Repair/replace all damaged and rotted wood on east porch structure including but not limited to heads, handrails, guardrails and skirting. Install intermediate rails where damaged or missing. If replacing handrails, guardrails or structural members, obtain porch permit. 16.181 16.18)

6-13-14 Properly prepare and paint all areas of chipped paint including but not limited to soffit, fascia, window trim, window sashes, and porch surfaces. 16.18A

GARAGE

6-13-14 Replace rotted wood on siding. 16.11L P

6-13-14 Repair/replace loose corners. 16.17L N

6-13-14 Properly prepare and paint all areas of chipped paint on wood surfaces. 16.18L N

If you have any questions, please contact your inspector at 262.653.4253

Inspector Martha Swartz

Date of Inspection 5-15-14

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 16 Day of May, 2014

Inspector, Property Maintenance Division Martha Swartz

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308



Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H140774
Date: May 16, 2014

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 6322-24 Avenue

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4253. If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Handwritten signature of Martha E. Swartz in cursive.

Martha E. Swartz
Property Maintenance Inspector

MES:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 6322-24 Avenue Case #: H140774

Violator:
Bradly Pellegrin
5925 6 Avenue
Kenosha WI 53140

Owner:
Bradly Pellegrin
5925-6 Avenue
Kenosha WI 53140

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

(GARAGE, CONT'D)
6-13-14 Remove graffiti from garage doors. 16.170

(YARD)
6-13-14 Install grass in dirt areas of east yard. 16.176
6-13-14 Repair/replace/remove fence which is broken and falling down. If replacing, obtain fence permit. 16.17M

If you have any questions, please contact your inspector at 262.653.4253

Inspector Martha Swartz

Date of Inspection 5-15-14

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

ed 16 Day of May, 2016

Inspector, Property Maintenance Division Martha Swartz



06/23/2015



06/23/2015



06/23/2015



06/23/2015



06/23/2015



07/27/2016



07/27/2016



07/27/2016



07/27/2016

Common Council Agenda Item I.8.



07/27/2016

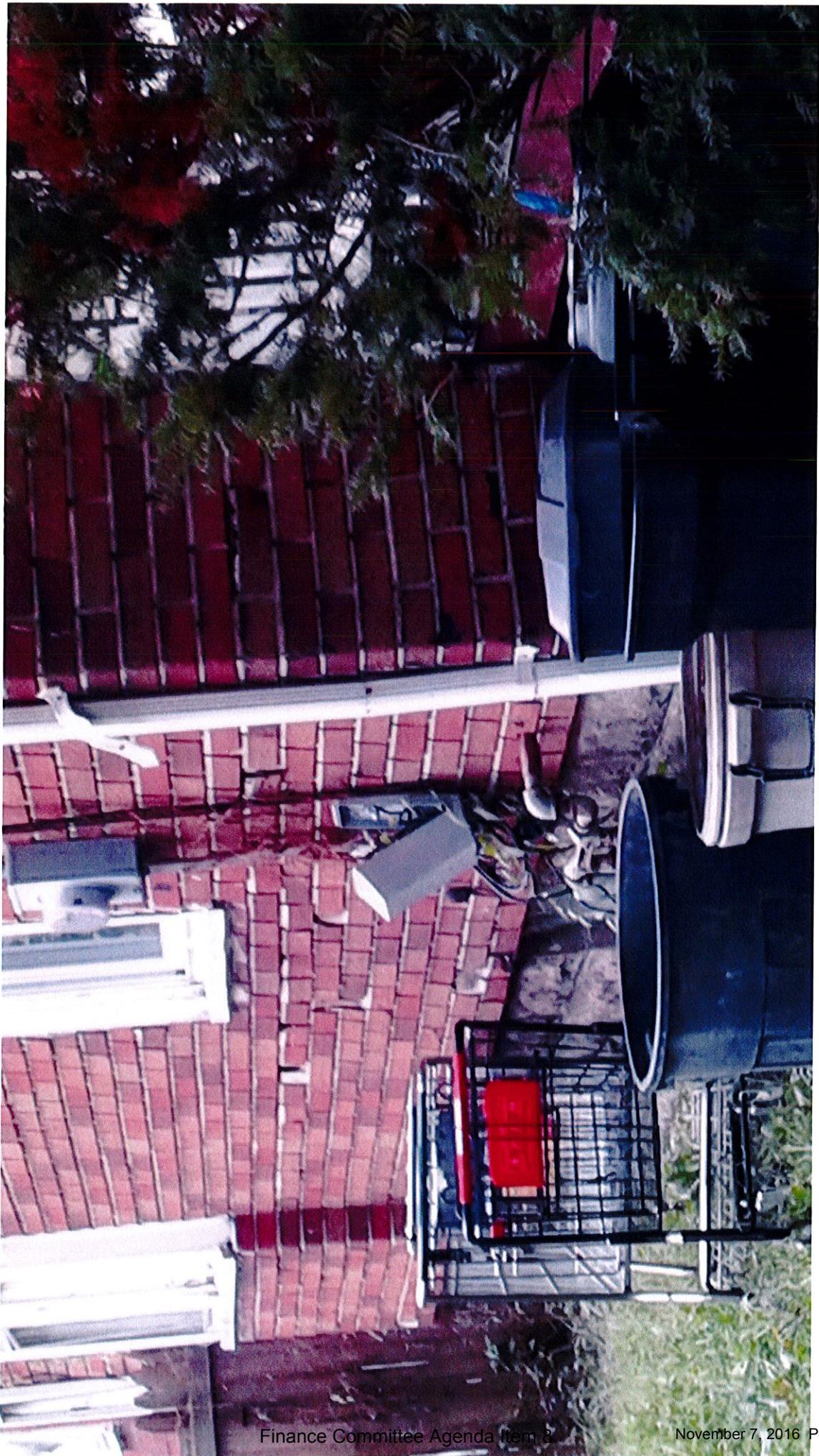


Common Council Agenda Item I.8.



07/27/2016

9.29.16



9.29.16



9.29.16



9.29.16



9.29.16





9.29.16

9.29.16



ASSIGNMENT AGREEMENT

This Agreement is made on this _____ day of _____, 2016, by and between Plexus Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as "Assignor") maintaining a mailing address of P.O. Box 0655, Kenosha, Wisconsin 53141-0655, and the City of Kenosha, Wisconsin (hereinafter referred to as "Assignee") a municipal corporation organized and existing under the laws of the State of Wisconsin and maintaining offices at 625 52nd Street, Kenosha, Wisconsin.

WHEREAS, Assignor is the purchaser under a contract of sale dated July 8, 2016, for certain real property located at 5801 6th Avenue, Kenosha, Wisconsin, a true and correct copy of which contract is attached hereto, marked Exhibit "A" and incorporated herein by reference. Simultaneously, upon execution of this contract, Assignee acknowledges receipt of the original contract; and

WHEREAS, Assignor desires to sell and assign and Assignee desires to purchase the right, title and interest of the Purchaser under the contract of sale, Exhibit "A" attached hereto.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. **Assignment.** Assignor shall assign and Assignee shall accept the assignment of the contract of sale on the conditions set forth below.
2. **Consideration.** Assignee shall pay to Assignor, upon execution of this Agreement, the sum of One (\$1.00) Dollars by a valid check.
3. **Obligations of Assignee.** In addition to the consideration for this contract, as described above, Assignee shall refund to Assignor, all earnest money paid by Assignor to the seller under the terms of the attached Exhibit "A" in the sum of Five Thousand (\$1,000.00) Dollars, upon execution of this Agreement. Assignee shall further release and indemnify Assignor, its agents, successors and assigns, and anyone else claiming through or under them, for all actions, causes of actions, claims, controversies, costs, demands, remedies, damages, disputes, expenses, fees, rights or liabilities whatsoever, in law or in equity, known or unknown, and whether the same arise under contract or tort, which Assignee ever had, now has or may hereafter have against Assignor in any way arising out of or in connection with that certain contract of sale, attached hereto as Exhibit "A" and shall indemnify Assignor from all actions or omissions which Assignee may make in relation to the contract assigned herein and shall hold harmless the Assignor against any and all claims, demands, damages, losses and expenses by virtue of the Assignee's performance under the contract assigned hereunder.
4. **Binding Effect.** This Assignment shall be binding upon Assignor and shall enure to the benefit of the Assignee and its successors and assigns. Assignee hereby assumes all of the Assignor's duties and obligations under the real estate sale agreement, Exhibit

“A”, attached hereto. Assignee agrees to perform all covenants, conditions and obligations required by Assignor under said agreement. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling its interest in the above-referenced agreement to Assignee.

5. **Governing Law.** It is further understood and agreed that this agreement shall be deemed to be a contract arising under the laws of the State of Wisconsin and that all questions and disputes arising under this agreement shall be governed by and determined in accordance with the laws of the State of Wisconsin.

6. **Integrated Writing.** It is further understood and agreed that this document expresses the complete and final agreement between the parties hereto, including any exhibits attached hereto, and that all terms and conditions of this agreement shall be deemed to be contractual and that none shall be altered, amended or modified except by a subsequent written agreement executed by each of the parties or their proper legal representatives.

Dated at Kenosha, Wisconsin, this _____ day of _____, 2016.

ASSIGNOR
Plexus Partners, LLC

By: _____
Mark S. Bourque, Managing Member

ASSIGNEE
City of Kenosha

By: _____
John M. Antaramian, Mayor

Attest: _____
Debra L. Salas, Clerk/Treasurer

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 07/08/2016 and signed by Buyer Plexus Partners, LLC and/or Assigns
2 for purchase of real estate at 5801 6th Ave, Kenosha, WI

3 _____ is rejected and the following Counter-Offer is hereby made.
4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 **1. This Offer is subject to the Buyer & Seller negotiating an accepted offer for the**
8 **property known as 56th St vacant land (parcel located at SE corner of 56th St and 8th Ave,**
9 **Tax ID # 12-223-31-477-003) on or before 7/14/2016.**

10 _____
11 **2. This Offer is subject to the Buyer closing on the subject property known as 5801-6th**
12 **Ave, Kenosha, WI prior to or simultaneously with the property known as Vacant Lot on the**
13 **SE corner 56th St and 8th Ave, Kenosha, WI (Tax ID # 12-223-31-477-003).**

14 _____
15 **3. Buyer accepts responsibility for compliance of any existing and/or all future repairs**
16 **orders (if any) issued by the City of Kenosha.**

17 _____
18 **4. Buyer accepts the property in "AS-IS" condition.**

19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached N/A is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before July 14, 2016

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Robert J. Morrone, Prime Realty Group on 07/11/2016.
37 _____ Licensee and Firm ▲ Date ▲

38 (v) _____ 07/11/2016 (x) _____ 7-11-16
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Lake Management - Alex Velblum Print name ▶ Plexus Partners, LLC and/or Assigns

41 _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ _____ Print name ▶ _____

44 This Counter-Offer was presented by Steve Bastrom Berkshire on 7-11-16.
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 8, 2016 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Plexus Partners LLC and/or assigns

4 _____, offers to purchase the Property known as [Street Address] 5801 6th Ave
5 _____ in the _____ Kenosha City
6 of _____, County of _____ Kenosha _____, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: One Hundred Twenty-Five Thousand
9 _____ Dollars (\$ 125,000.00)

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 1,000.00 will be
11 mailed, or commercially or personally delivered within _____ 5 _____ days of acceptance to listing broker or

12 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
13 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
14 not excluded at lines 20-22, and the following additional items: none

15 All personal property included in purchase price will be transferred by bill of sale or none

16 ■ NOT INCLUDED IN PURCHASE PRICE: none

17 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
18 by Seller or which are rented and will continue to be owned by the lessor.

19 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

20 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
21 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
22 acceptance provide adequate time for both binding acceptance and performance.

23 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
24 July 12, 2016. Seller may keep the Property on the market and accept
25 secondary offers after binding acceptance of this Offer.

26 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

27 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
28 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

29 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
30 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

31 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

32 Seller's recipient for delivery (optional): Prime Realty C/O Bob Morrone

33 Buyer's recipient for delivery (optional): Berkshire Hathaway C/O Steve Bostrom

34 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
35 Seller: (_____) Buyer: (_____)

36 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
37 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
38 line 47 or 48.

39 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
40 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

41 Delivery address for Seller: _____

42 Delivery address for Buyer: _____

43 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
44 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
45 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
46 electronic signatures in the transaction, as required by federal law.

47 E-Mail address for Seller (optional): bob@primerealtywi.com

48 E-Mail address for Buyer (optional): steve@epicmidwest.com

49 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
50 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S):**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than November 30, 2016

68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on (CHECK BOX FOR APPLICABLE PRORATION FORMULA):

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1.) This offer is contingent on Seller accepting the offer to
110 purchase dated 7-6-16 for the purchase of Real Estate located at the SE corner of 56th st and 8th
111 ave in the City of Kenosha, tax id 12-223-31-477-003. 2.) This offer is contingent on City of
112 Kenosha Common Council approval prior to closing. 3.) This offer is contingent on the City of
113 Kenosha amending the Tax Incremental Financing District for funding the purchase of this property
114 prior to closing.

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ **CHECK ALL THAT APPLY**, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.

183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.

184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.

186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.

188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.

191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.

193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.

195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.

203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.

205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.

208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.

210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.

213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.

214 u. Government investigation or private assessment/audit (of environmental matters) conducted.

215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.
239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
241 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES**

278 _____
279 _____
280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be held to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 346 no other

347 _____

348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
 352 other than the current use.

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
 357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
 363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
 375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
 376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
 377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
 378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
 381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
 384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
 395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
- 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
 452 a qualified independent inspector or qualified independent third party performing an inspection of _____
 453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
 454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
 455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461
 456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
 457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
 458 inspection(s).
 459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
 460 knowledge or written notice before signing the Offer.
 461 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
 463 objects (Notice of Defects).
 464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.
 465 RIGHT TO CURE: Seller (shall)(shall not) ~~(STRIKE ONE)~~ ('shall' if neither is stricken) have a right to cure the Defects. If Seller has the right to
 466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
 470 not cure or (b) Seller does not timely deliver the written notice of election to cure.
 471 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
 472 _____, no later than _____ If Seller accepts a bona fide secondary offer,
 473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
 474 Contingency and _____
 475 _____
 476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
 477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
 478 null and void.
 479 ADDENDA: The attached _____ is/are made part of this Offer.
 480 This Offer was drafted by (Licensee and Firm) Steve Bostrom Berkshire Hathaway
 481 _____ on 07/08/2016
 482 Buyer Entity Name (if any): _____
 483 (X) Mark Bourque 07/08/2016
 484 Buyer's/Authorized Signature Print Name/Title Here Plexus Partners LLC Mark Bourque Member Date
 485 (X) _____
 486 Buyer's/Authorized Signature Print Name/Title Here Date
 487 [EARNEST MONEY RECEIPT] Broker acknowledges receipt of earnest money as per line 10 of the above Offer
 488 _____ Broker (By)
 489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
 490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
 491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.
 492 Seller Entity Name (if any): _____
 493 (X) _____
 494 Seller's/Authorized Signature Print Name/Title Here Date
 495 (X) _____
 496 Seller's/Authorized Signature Print Name/Title Here Date
 497 This Offer was presented to Seller by (Licensee and Firm) Robert J. Morrow
 498 PRIME REALTY GROUP on July 8th, 2016 at 4:00 a.m./p.m.
 499 This Offer is rejected _____ This Offer is countered (See attached counter) _____
 500 Seller initials Date Seller initials Date

ASSIGNMENT AGREEMENT

This Agreement is made on this _____ day of _____, 2016, by and between Plexus Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as "Assignor") maintaining a mailing address of P.O. Box 0655, Kenosha, Wisconsin 53141-0655, and the City of Kenosha, Wisconsin (hereinafter referred to as "Assignee") a municipal corporation organized and existing under the laws of the State of Wisconsin and maintaining offices at 625 52nd Street, Kenosha, Wisconsin.

WHEREAS, Assignor is the purchaser under a contract of sale dated July 6, 2016, for certain vacant real property located at the Southeast corner of 56th Street and 8th Avenue, Kenosha, Wisconsin, a true and correct copy of which contract is attached hereto, marked Exhibit "A" and incorporated herein by reference. Simultaneously, upon execution of this contract, Assignee acknowledges receipt of the original contract; and

WHEREAS, Assignor desires to sell and assign and Assignee desires to purchase the right, title and interest of the Purchaser under the contract of sale, Exhibit "A" attached hereto.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. **Assignment.** Assignor shall assign and Assignee shall accept the assignment of the contract of sale on the conditions set forth below.
2. **Consideration.** Assignee shall pay to Assignor, upon execution of this Agreement, the sum of One (\$1.00) Dollars by a valid check.
3. **Obligations of Assignee.** In addition to the consideration for this contract, as described above, Assignee shall refund to Assignor, all earnest money paid by Assignor to the seller under the terms of the attached Exhibit "A" in the sum of Five Thousand (\$2,500.00) Dollars, upon execution of this Agreement. Assignee shall further release and indemnify Assignor, its agents, successors and assigns, and anyone else claiming through or under them, for all actions, causes of actions, claims, controversies, costs, demands, remedies, damages, disputes, expenses, fees, rights or liabilities whatsoever, in law or in equity, known or unknown, and whether the same arise under contract or tort, which Assignee ever had, now has or may hereafter have against Assignor in any way arising out of or in connection with that certain contract of sale, attached hereto as Exhibit "A" and shall indemnify Assignor from all actions or omissions which Assignee may make in relation to the contract assigned herein and shall hold harmless the Assignor against any and all claims, demands, damages, losses and expenses by virtue of the Assignee's performance under the contract assigned hereunder.
4. **Binding Effect.** This Assignment shall be binding upon Assignor and shall enure to the benefit of the Assignee and its successors and assigns. Assignee hereby assumes all of the Assignor's duties and obligations under the real estate sale agreement, Exhibit

“A”, attached hereto. Assignee agrees to perform all covenants, conditions and obligations required by Assignor under said agreement. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling its interest in the above-referenced agreement to Assignee.

5. **Governing Law.** It is further understood and agreed that this agreement shall be deemed to be a contract arising under the laws of the State of Wisconsin and that all questions and disputes arising under this agreement shall be governed by and determined in accordance with the laws of the State of Wisconsin.

6. **Integrated Writing.** It is further understood and agreed that this document expresses the complete and final agreement between the parties hereto, including any exhibits attached hereto, and that all terms and conditions of this agreement shall be deemed to be contractual and that none shall be altered, amended or modified except by a subsequent written agreement executed by each of the parties or their proper legal representatives.

Dated at Kenosha, Wisconsin, this _____ day of _____, 2016.

ASSIGNOR
Plexus Partners, LLC

By: _____
Mark S. Bourque, Managing Member

ASSIGNEE
City of Kenosha

By: _____
John M. Antaramian, Mayor

Attest: _____
Debra L. Salas, Clerk/Treasurer

WB-44 COUNTER-OFFER

Counter-Offer No. 2 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 07/06/2016 and signed by Buyer Plexus Partners, LLC and/or Assigns
2 for purchase of real estate at 56th Street Vacant Land, Kenosha, WI (SE Corner of 56th Street and
3 8th Avenue) is rejected and the following Counter-Offer is hereby made.

4 CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple
5 counter-proposal unless incorporated by reference.

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1. This Offer is subject to the Buyer & Seller negotiating an accepted offer for the
8 property known as 5801-6th Ave, Kenosha, WI on or before 7/14/2016.

9
10 2. This Offer is subject to the Buyer closing on the property known as 5801-6th Ave,
11 Kenosha, WI prior to or simultaneously with the subject property.

12
13 3. Buyer accepts responsibility for compliance of any existing and/or all future repairs
14 orders (if any) issued by the City of Kenosha.

15
16 4. Buyer accepts the property in "AS-IS" condition.

17
18 5. Closing date to be no later than November 30th, 2016.

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20
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27
28 The attached N/A is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before July 14, 2016

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery
35 as provided at lines 30-33.

36 This Counter-Offer was drafted by Robert J. Morrone, Prime Realty Group on 07/11/2016.
37 Licensee and Firm ▲ Date ▲

38 (i) [Signature] 07/11/2016 (x) [Signature] 7-11-16
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Lake Management, LLC Print name ▶ Plexus Partners LLC and/or Assigns

41 (i) _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ _____ Print name ▶ _____

44 This Counter-Offer was presented by Steve Bestrom Berkshire on 7-11-16
45 Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or
48 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-
49 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving
50 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 07/06/2016 and signed by Buyer Plenis Partners, LLC and/or Assigns
2 for purchase of real estate at 56th Street Vacant Land, Kenosha, WI (NE corner of 56th Street & 8th
3 Avenue) is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following:

7 1. Purchase Price to be: \$154,000.00 (One Hundred Fifty-Four Thousand Dollars).

8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____

28 The attached N/A is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the

31 Party making the Counter-Offer on or before July 15, 2016

32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to

33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**

35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by Robert J. Morrone, Prima Realty Group on 07/07/2016.

37 _____
38 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲

40 Print name ▶ Lake Management, LLC Signature of Party Accepting Counter-Offer ▲ Date ▲ 7.7.2016

41 (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲

43 Print name ▶ _____ Signature of Party Accepting Counter-Offer ▲ Date ▲

44 This Counter-Offer was presented by Steve Boston Berkshire on 7-8-16.

45 _____
46 This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) (u) (Party's Initials)

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**

48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**

49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**

50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 6, 2016 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Plexus Partners LLC and/or assigns

4 _____, offers to purchase the Property known as [Street Address] 56th st vacant land (parcel
5 located at the S.E. corner of 56th st and 8th ave in the _____ City

6 of Kenosha County of Kenosha, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: One Hundred Forty-Five Thousand
9 _____ Dollars (\$ 145,000.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 2,500.00 will be
11 mailed, or commercially or personally delivered within 3 business days of acceptance to listing broker or

12 _____

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: none

16 _____

17 All personal property included in purchase price will be transferred by bill of sale or n/a

18 _____

19 ■ NOT INCLUDED IN PURCHASE PRICE: none

20 _____

21 _____

22 _____

23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 July 12, 2016. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.

32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Prime Realty Group C/O Bob Morrone

39 Buyer's recipient for delivery (optional): Berkshire Hathaway C/O Steve Bostrom
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): bob@primerealtywi.com
54 E-Mail address for Buyer (optional): steve@epicmidwest.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____ which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference to **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 Seller Disclosure report shall be delivered to Buyer within 3 business days of acceptance of this
62 offer. **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than _____ see additional provisions
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80 _____

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____
96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: **date of closing**
106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** **Property is a vacant land parcel further described as Tax Parcel**
110 **Identification # 12-223-31-477-003 in the City of Kenosha.**
111 _____
112 _____
113 _____
114 _____
115 _____

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____

118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____
137 **[CHECK ALL THAT APPLY]**, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____
146 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features

147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **[CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE]**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.

183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.

184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.

186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.

188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.

189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.

191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.

193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.

195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.

199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.

200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.

203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.

205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.

208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.

210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.

213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.

214 u. Government investigation or private assessment/audit (of environmental matters) conducted.

215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____% of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% per year. The maximum interest rate during the mortgage term shall not exceed _____%. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

SELLER TERMINATION RIGHTS: If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

FINANCING UNAVAILABILITY: If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING: Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES 1.) Buyer to have a 30 day due diligence period to determine suitability for Buyer. Buyer may deliver notice to seller declaring the offer null and void at any time during this period. Upon deliverance of notice by Buyer to Seller, both Buyer and Seller agree to mutually release each other from this offer to purchase and earnest money is to be immediately returned to Buyer.

2.) Closing to be within 10 business days of due diligence period expiration.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
 342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
 343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
 344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
 345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
 346 _____

347 _____
 348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
 349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
 351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
 352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
 354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
 355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
 357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
 358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
 359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
 360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
 362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
 363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
 364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
 366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
 367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
 368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
 369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
 370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
 371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
 373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
 375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
 376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
 377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
 378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
 380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
 381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
 382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
 383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
 384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
 385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
 387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
 388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (~~shall not~~) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
 391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
 392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
 393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
 394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
 395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If **Buyer defaults**, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If **Seller defaults**, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may ~~only~~ conduct inspections or tests ~~if specific contingencies are included as a part of this Offer.~~ An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, ~~other than testing for~~
 439 ~~leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,~~ which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. ~~Except~~
 443 ~~as otherwise provided,~~ Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 **RIGHT TO CURE:** Seller (shall/shall-not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____, if Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____

475
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be**
478 **null and void.**

479 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Steve Bostrom Berkshire Hathaway
481 _____ on 07/06/2016

482 Buyer Entity Name (if any): Plexus Partners, LLC

483 (X) Mark S. Bourque 07/06/2016
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Mark S. Bourque, Member Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 (X) Robert J. Morrison 7.7.2016
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲

497 This Offer was presented to Seller by (Licensee and Firm) Robert J. Morrison
498 PRIME REALTY GROUP on July 6th, 2016 at 12:15 pm

499 This Offer is rejected _____ his Offer is countered [See attached counter] AL 7.7.2016
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

ASSIGNMENT AGREEMENT

This Agreement is made on this _____ day of _____, 2016, by and between Plexus Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as "Assignor") maintaining a mailing address of P.O. Box 0655, Kenosha, Wisconsin 53141-0655, and the City of Kenosha, Wisconsin (hereinafter referred to as "Assignee") a municipal corporation organized and existing under the laws of the State of Wisconsin and maintaining offices at 625 52nd Street, Kenosha, Wisconsin.

WHEREAS, Assignor is the purchaser under a contract of sale dated July 11, 2016, for certain real property located at 409 59th Street, Kenosha, Wisconsin, a true and correct copy of which contract is attached hereto, marked Exhibit "A" and incorporated herein by reference. Simultaneously, upon execution of this contract, Assignee acknowledges receipt of the original contract; and

WHEREAS, Assignor desires to sell and assign and Assignee desires to purchase the right, title and interest of the Purchaser under the contract of sale, Exhibit "A" attached hereto.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. **Assignment.** Assignor shall assign and Assignee shall accept the assignment of the contract of sale on the conditions set forth below.
2. **Consideration.** Assignee shall pay to Assignor, upon execution of this Agreement, the sum of One (\$1.00) Dollars by a valid check.
3. **Obligations of Assignee.** In addition to the consideration for this contract, as described above, Assignee shall refund to Assignor, all earnest money paid by Assignor to the seller under the terms of the attached Exhibit "A" in the sum of Five Thousand (\$5,000.00) Dollars, upon execution of this Agreement. Assignee shall further release and indemnify Assignor, its agents, successors and assigns, and anyone else claiming through or under them, for all actions, causes of actions, claims, controversies, costs, demands, remedies, damages, disputes, expenses, fees, rights or liabilities whatsoever, in law or in equity, known or unknown, and whether the same arise under contract or tort, which Assignee ever had, now has or may hereafter have against Assignor in any way arising out of or in connection with that certain contract of sale, attached hereto as Exhibit "A" and shall indemnify Assignor from all actions or omissions which Assignee may make in relation to the contract assigned herein and shall hold harmless the Assignor against any and all claims, demands, damages, losses and expenses by virtue of the Assignee's performance under the contract assigned hereunder.
4. **Binding Effect.** This Assignment shall be binding upon Assignor and shall enure to the benefit of the Assignee and its successors and assigns. Assignee hereby assumes all of the Assignor's duties and obligations under the real estate sale agreement, Exhibit

“A”, attached hereto. Assignee agrees to perform all covenants, conditions and obligations required by Assignor under said agreement. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling its interest in the above-referenced agreement to Assignee.

5. **Governing Law.** It is further understood and agreed that this agreement shall be deemed to be a contract arising under the laws of the State of Wisconsin and that all questions and disputes arising under this agreement shall be governed by and determined in accordance with the laws of the State of Wisconsin.

6. **Integrated Writing.** It is further understood and agreed that this document expresses the complete and final agreement between the parties hereto, including any exhibits attached hereto, and that all terms and conditions of this agreement shall be deemed to be contractual and that none shall be altered, amended or modified except by a subsequent written agreement executed by each of the parties or their proper legal representatives.

Dated at Kenosha, Wisconsin, this _____ day of _____, 2016.

ASSIGNOR
Plexus Partners, LLC

By: _____
Mark S. Bourque, Managing Member

ASSIGNEE
City of Kenosha

By: _____
John M. Antaramian, Mayor

Attest: _____
Debra L. Salas, Clerk/Treasurer

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON July 11, 2016 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, Plexus Partners LLC and/or assigns
4 _____, offers to purchase the Property known as [Street Address] 409 59th st
5 _____ in the _____ City _____
6 of _____ Kenosha _____, County of _____ Kenosha _____, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: Six Hundred Fifteen Thousand
9 _____ Dollars (\$ 615,000.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 5,000.00 will be
11 mailed, or commercially or personally delivered within _____ 10 _____ days of acceptance to listing broker or
12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items: none
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or none
19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: 1 Boiler, 1 water heater, 34 interior locks and 1 mailbox to be removed
21 once the property has been fully vacated.
22 _____
23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 _____ July 15, 2016 _____. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): Steve Bostrom Berkshire Hathaway
39 Buyer's recipient for delivery (optional): Steve Bostrom Berkshire Hathaway
40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) _____ Buyer: (_____) _____
42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): _____
54 E-Mail address for Buyer (optional): _____
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

67 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
68 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
69 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
64 _____

62 _____ **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**
63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than November 30, 2016
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and **no other**
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

- 75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
- 77 Current assessment times current mill rate (current means as of the date of closing)
- 78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)
- 80 _____

81 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially**
82 **different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling**
83 **or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____
96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____
106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1.) This offer is contingent on the City of Kenosha's Common
110 Council approval of this purchase. 2.) This offer is contingent on an amendment to the Tax
111 Increment Financing District located adjacent to Downtown Kenosha for funding this purchase. 3.)
112 Residents of this property are to be given 6 months occupancy post closing. Seller to operate the
113 facility at Sellers cost during this 6 month post closing occupancy period and Seller will retain
114 any/all rents collected during this period. Maintenance of the property will be at Sellers
115 expense. Vacant units will not be re-occupied post closing. (Continued on lines 277-286)

116 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____

118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 **CHECK ALL THAT APPLY**, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 **(Definitions Continued on page 6)**

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____
[INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be
fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to
reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
or in an addendum attached per line 479.

NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
purpose.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
adequate time for performance.

ADDITIONAL PROVISIONS/CONTINGENCIES Any residents still occupying the property at the end of the 6 month
post closing occupancy period will be given notice to vacate or face eviction. If any occupants
fail to vacate voluntarily, Seller to evict occupants at Sellers expense. Seller to be given as
much time as necessary, to be determined by the Courts, to complete the eviction process. Buyer to
insure the property at closing at Buyer's expense and Seller to maintain Business insurance during
the post closing occupancy period at Sellers expense.

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 no other

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 60 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

- 400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
 401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

- 403 (1) sue for specific performance; or
 404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
 408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____

453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).**

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

465 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.**

479 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Steve Bostrom Berkshire Hathaway
481 _____ on 07/11/2016

482 Buyer Entity Name (if any): _____

483 (X) Mark Bourque MEMBER 07/11/2016
484 Buyer's/Authorized Signature Print Name/Title Here Plexus Partners, LLC Mark Bourque Member Date

485 (X) _____
486 Buyer's/Authorized Signature Print Name/Title Here Date

487 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____
489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): _____

493 (X) Robert Greskoviak 07/13/2016
494 Seller's/Authorized Signature Print Name/Title Here Robert Greskoviak Date

495 (X) Carrie Greskoviak 07/13/2016
496 Seller's/Authorized Signature Print Name/Title Here Carrie Greskoviak Date

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials Date Seller Initials Date



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

Mayor John Antaramian

I have completed the Valuation Analysis of the 3 initial properties you requested, 409 59th st, 5907 5th Ave and 5911 5th ave all in the City of Kenosha.

409 59th St.

Subject property is a multi-unit rooming house totaling 6524 sq ft with lot dimensions of 50 x 145 fronting both 5th Ave and 4th Ave. Property owners, Robert and Carrie Greskoviak purchased this property January 16 2004 for \$480,000. Mr Greskoviak has indicated he'd be willing to sell this property for \$550,000. I do not have financial information to support this value, but having done transactions with Mr Greskoviak in the past, I've always known him to be a reasonable assessor of value relating to his own properties. The assessed value of this property is \$417,900 which seems like a reasonable assessment given the type of property and its less than stellar curb appeal. Considering this property's location at the Southern edge of Downtown, a repurposing of this property would be an important part of redeveloping this area and therefore I consider Mr Greskoviak's asking price of \$550,000.00 to be a reasonable price.

5907 5th Ave.

Subject property is an "old style" duplex property totaling 2068 sq ft with lot dimensions of 50 x 152 fronting both 5th Ave and 4th Ave. Property owner Frank Hughes purchased this property March 12, 2002 for \$73,500. I have not spoken with Mr Hughes so I do not know what his asking price might be. However recent sales of similar duplex properties in the area suggest a value of 100-120K. The assessed value of this property is \$85,400 which seems a little low considering the area sales, but the age and condition of this property might be a contributing factor in the low assessment. Rental income for these units should be \$650-750 per unit, per month, which would support a purchase price as high as 140K.

5911 5th Ave

Subject property is 2, 4-unit buildings totaling 3392 sq ft with lot dimensions of 50x130 including an additional lot of 50x122 fronting both 5th Ave and 4th Ave. Property owner Mefail and Afije Mahmudi have owned these parcels for quite some time as I was unable to find any "sales" information. This property was recently advertised for sale at \$375,000 with no takers. The assessed value of these properties combined is approximately \$308K. This property owner is currently delinquent on Real Estate Taxes on both parcels for Tax years 2014 and 2015. Given the recent listing activity and current tax situation, it seems very likely this property owner is motivated to sell. I have no income information to determine a value, but somewhere between assessed value and the former asking price seems to be reasonable.

Conclusion

The financial and/ or assessed values of these properties are lower than what it is the likely "sales" prices needed to acquire these properties. Given the recent 5th Avenue Loft development and proximity to the Downtown Retail area and the Lake front, these 3 properties will likely see redevelopment interest at some point in the future. Removing these properties from Downtown's landscape will likely help in attracting Developers to other Vacant Land or Building opportunities on Downtown's Southern edge. In an effort to remove Blight, I would absolutely recommend acquiring this properties and razing them.

Steve Bostrom



Broker/Associate

Berkshire Hathaway

262-515-3683

steve@epicmidwest.com



Full Report

Property Location : 409 59TH ST

View: **Full Report View** ▼

[Report Options](#) | [Print Report](#) | [Search Criteria](#) | [Search Results](#) | [Modify Search](#)

Owner:

Greskoviak Robert P & Carrie A
7413 10TH AVE
Kenosha, WI 53143-5407

Taxed by: City Of Kenosha

Taxkey # 12-223-31-486-001

Owner Occupied:

Property Address:
409 59TH ST
Kenosha, WI 53140-4223

Map with:

[MapQuest](#)
[Google Maps](#)

[ID Walk Down](#) | [ID Walk Up](#)

Record 1 of 1 selected records
County: Kenosha
Taxed by: City Of Kenosha
Taxkey # 12-223-31-486-001

Assessments

Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2015	Commercial	\$ 35,200	\$ 382,700	\$ 417,900	0.000 -		0.962109481
2014	Commercial	\$ 35,200	\$ 382,700	\$ 417,900	0.192 ↑		0.981709396
2013	Commercial	\$ 35,200	\$ 381,900	\$ 417,100	0.000 -		0.997358604
2012	Commercial	\$ 35,200	\$ 381,900	\$ 417,100	-11.406 ↓		0.950157293
2011	Commercial	\$ 37,700	\$ 433,100	\$ 470,800	0.000 -		1.000677520
2010	Commercial	\$ 37,700	\$ 433,100	\$ 470,800	-13.883 ↓		0.939156920
2009	Commercial	\$ 41,700	\$ 505,000	\$ 546,700	0.000 -		0.996148429
2008	Commercial	\$ 41,700	\$ 505,000	\$ 546,700	2.860 ↑		0.979545968
2007	Commercial	\$ 38,300	\$ 493,200	\$ 531,500	0.000 -		0.962054862

Taxes

Tax Year	Total Tax	First Dollar	Lottery Credit	Net Tax	Special Taxes	Special Assessment	Special Charges	Full Pay Amount	Ratio
2015				\$11,658.89				\$11,658.89	0.962109481
2014				\$11,611.13				\$11,611.13	0.981709396
2013				\$12,171.09				\$12,171.09	0.997358604
2012				\$12,071.27				\$12,071.27	0.950157293
2011				\$12,054.55				\$12,054.55	1.000677520
2010				\$12,152.28				\$12,152.28	0.939156920
2009				\$11,856.56				\$11,856.56	0.996148429
2008				\$11,601.86				\$11,601.86	0.979545968
2007	\$11,185.78			\$11,185.78				\$11,185.78	0.962054862

Assessor

Building Square Feet :	Year Built :	Township : 2N
Bedrooms :	Year Remodeled :	Range : 23E
Full Baths :	Effective Year Built :	Section : 31
Half Baths :	Air Conditioning :	Quarter :
Total Rooms :	Fireplace :	Pool :
Number of Stories :	Number of Units :	Attic :
Building Type :		Basement :
Exterior Wall :		Heat :
Exterior Condition :		Garage :
Land Use : APT Apartment		School District : 2793 Kenosha
Zoning : RM-1 Multiple Family Residential Di		Historic Designation :

Legal Description

N 1/2 Of Lot 1 Of BLK 59 E Of 5TH Ave Being PT Of Se 1/4 Sec 31 T 2 R 23 Also W 18.5 FT Vac 4TH Ave Res # 126-91 1993 V 1634 P 206 DOC#1371692

Sales

Conveyance Date : 1/16/2004	Date Recorded : 1/23/2004	Value/Sale Price : \$ 480,000.00
Grantor Name : Chamblee Michael D And Jennifer R		Transfer Fee : \$ 1,440.00
Grantee Name : The Robert P And Carrie A Greskoviaki JR Revocable Trust		Document# : 1371692
Conveyance Instrument : Warranty / Condo Deed	Conveyance Type : Sale Or Land Contract	

ASSIGNMENT AGREEMENT

This Agreement is made on this _____ day of _____, 2016, by and between Plexus Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as "Assignor") maintaining a mailing address of P.O. Box 0655, Kenosha, Wisconsin 53141-0655, and the City of Kenosha, Wisconsin (hereinafter referred to as "Assignee") a municipal corporation organized and existing under the laws of the State of Wisconsin and maintaining offices at 625 52nd Street, Kenosha, Wisconsin.

WHEREAS, Assignor is the purchaser under a contract of sale dated August 17, 2016, for certain real property located at 5907 5th Avenue, Kenosha, Wisconsin, a true and correct copy of which contract is attached hereto, marked Exhibit "A" and incorporated herein by reference. Simultaneously, upon execution of this contract, Assignee acknowledges receipt of the original contract; and

WHEREAS, Assignor desires to sell and assign and Assignee desires to purchase the right, title and interest of the Purchaser under the contract of sale, Exhibit "A" attached hereto.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. **Assignment.** Assignor shall assign and Assignee shall accept the assignment of the contract of sale on the conditions set forth below.
2. **Consideration.** Assignee shall pay to Assignor, upon execution of this Agreement, the sum of One (\$1.00) Dollars by a valid check.
3. **Obligations of Assignee.** In addition to the consideration for this contract, as described above, Assignee shall refund to Assignor, all earnest money paid by Assignor to the seller under the terms of the attached Exhibit "A" in the sum of Five Thousand (\$1,800.00) Dollars, upon execution of this Agreement. Assignee shall further release and indemnify Assignor, its agents, successors and assigns, and anyone else claiming through or under them, for all actions, causes of actions, claims, controversies, costs, demands, remedies, damages, disputes, expenses, fees, rights or liabilities whatsoever, in law or in equity, known or unknown, and whether the same arise under contract or tort, which Assignee ever had, now has or may hereafter have against Assignor in any way arising out of or in connection with that certain contract of sale, attached hereto as Exhibit "A" and shall indemnify Assignor from all actions or omissions which Assignee may make in relation to the contract assigned herein and shall hold harmless the Assignor against any and all claims, demands, damages, losses and expenses by virtue of the Assignee's performance under the contract assigned hereunder.
4. **Binding Effect.** This Assignment shall be binding upon Assignor and shall enure to the benefit of the Assignee and its successors and assigns. Assignee hereby assumes all of the Assignor's duties and obligations under the real estate sale agreement, Exhibit

“A”, attached hereto. Assignee agrees to perform all covenants, conditions and obligations required by Assignor under said agreement. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling its interest in the above-referenced agreement to Assignee.

5. **Governing Law.** It is further understood and agreed that this agreement shall be deemed to be a contract arising under the laws of the State of Wisconsin and that all questions and disputes arising under this agreement shall be governed by and determined in accordance with the laws of the State of Wisconsin.

6. **Integrated Writing.** It is further understood and agreed that this document expresses the complete and final agreement between the parties hereto, including any exhibits attached hereto, and that all terms and conditions of this agreement shall be deemed to be contractual and that none shall be altered, amended or modified except by a subsequent written agreement executed by each of the parties or their proper legal representatives.

Dated at Kenosha, Wisconsin, this _____ day of _____, 2016.

ASSIGNOR
Plexus Partners, LLC

By: _____
Mark S. Bourque, Managing Member

ASSIGNEE
City of Kenosha

By: _____
John M. Antaramian, Mayor

Attest: _____
Debra L. Salas, Clerk/Treasurer

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 17, 2016 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Plexus Partners LLC or assigns
4 _____, offers to purchase the Property known as [Street Address] 5907 5th ave
5 _____ in the _____ City
6 of Kenosha, County of Kenosha Wisconsin (insert additional
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:

8 ■ PURCHASE PRICE: One Hundred Eighty Thousand
9 _____ Dollars (\$ 180,000.00).

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 1,800.00
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 _____

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on
15 the date of this Offer not excluded at lines 17-18, and the following additional items: none
16 _____

17 ■ NOT INCLUDED IN PURCHASE PRICE: None
18 _____

19 **CAUTION: Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented
20 and will continue to be owned by the lessor.**

21 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
22 included/excluded.**

23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
24 copies of the Offer.

25 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
26 running from acceptance provide adequate time for both binding acceptance and performance.**

27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
28 or before August 19, 2016. Seller may keep the Property on the
29 market and accept secondary offers after binding acceptance of this Offer.

30 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
33 OR ARE LEFT BLANK.

34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.

36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
37 named at line 38 or 39.

38 Seller's recipient for delivery (optional): Steve Bostrom Berkshire Hathaway

39 Buyer's recipient for delivery (optional): Steve Bostrom Berkshire Hathaway

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for
44 delivery to the Party's delivery address at line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): steve@epicmidwest.com
54 E-Mail address for Buyer (optional): steve@epicmidwest.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

62 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 63 written notice physically in the Party's possession, regardless of the method of delivery.

64 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 65 defined to include:

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than November 30, 2016
117 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association
120 assessments, fuel and no other

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:
124 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
126 APPLIES IF NO BOX IS CHECKED)

127 Current assessment times current mill rate (current means as of the date of closing)
128 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)
130

131 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
132 **substantially different than the amount used for proration especially in transactions involving new construction,**
133 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
134 **regarding possible tax changes.**

135 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
136 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
142 (written) (oral) **STRIKE ONE** lease(s), if any, are _____
143 _____ . Insert additional terms, if any, at lines 165-172 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's
161 Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and
163 _____

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1.) This offer is contingent on the City of
166 Kenosha's Common Council approval of this purchase. 2.) This offer is contingent on an
167 amendment to the Tax Increment Financing District located adjacent to Downtown Kenosha for
168 funding this purchase.
169 _____
170 _____
171 _____
172 _____

173 **DEFINITIONS CONTINUED FROM PAGE 2**

174 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 175 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 176 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 177 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 178 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 179 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 180 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 181 closing, expire at midnight of that day.

182 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 183 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 184 significantly shorten or adversely affect the expected normal life of the premises.

185 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or
 186 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily
 187 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as
 188 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric
 189 lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached
 190 equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached
 191 antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-
 192 ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent
 193 foundations and docks/piers on permanent foundations.

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

196 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

197 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
 198 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
 199 rounding, formulas used or other reasons, unless verified by survey or other means.

200 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, building
 201 or room dimensions, if material.**

202 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 203 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 204 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 205 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 208 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 209 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216
217 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
218 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
219 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
220 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than
221 _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
224 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

- 228 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- 229 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
- 230 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
- 231 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
- 232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
239 **Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan**
240 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
241 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
242 **unacceptability.**

243 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
244 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
245 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
246 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

257 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

264 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
269 purchase price, accompanied by a written notice of termination.

270 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
271 **deadlines provide adequate time for performance.**

272 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
273 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
274 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
275 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
276 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
277 researching comparable sales, market conditions and listings, upon inquiry.

278 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
279 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
280 defaulting party to liability for damages or other legal remedies.

281 If Buyer defaults, Seller may:

- 282 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 283 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
284 damages.

285 If Seller defaults, Buyer may:

- 286 (1) sue for specific performance; or
- 287 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

288 In addition, the Parties may seek any other remedies available in law or equity.

289 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
290 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
291 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
292 law those disputes covered by the arbitration agreement.

293 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
294 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
295 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
296 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
297 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

298 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
299 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
300 and inures to the benefit of the Parties to this Offer and their successors in interest.

301 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
302 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
303 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

304 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's
305 property located at _____, no later than _____. If Seller accepts
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written
307 waiver of the Closing of Buyer's Property Contingency and _____
308

309 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL**
310 **CONTINGENCIES, OR PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within ____ hours of Buyer's Actual
311 Receipt of said notice, this Offer shall be null and void.

312 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days after acceptance of this Offer. All
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
320 Offer except: _____
321

322 _____ . If "Time is of the Essence" applies to a date or
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate
331 Condition Report and in this Offer, general taxes levied in the year of closing and _____
332 _____
333 _____
334

335 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
336 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

337 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may**
338 **prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making**
339 **improvements to Property or a use other than the current use.**

340 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
341 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
342 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and
352 exceptions, as appropriate.

353 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give
359 merchantable title to Buyer.

360 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES**: Special assessments, if any, levied or for work actually commenced prior
 361 to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by
 362 Buyer.

363 **CAUTION: Consider a special agreement if area assessments, property owner's association assessments, special**
 364 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 365 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 366 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 367 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 368 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

369 **EARNEST MONEY**

370 ■ **HELD BY**: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 371 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 372 otherwise disbursed as provided in the Offer.

373 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 374 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 375 **disbursement agreement.**

376 ■ **DISBURSEMENT**: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 382 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION**: Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 387 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

395 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 396 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 397 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 398 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 399 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 400 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 401 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 402 authorization for inspections does not authorize Buyer to conduct testing of the Property.

403 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
 404 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
 405 **material terms of the contingency.**

406 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 407 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
 408 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
 409 to the Wisconsin Department of Natural Resources.

410 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party
413 performing an inspection of _____

414 _____ (list any Property component(s) to be separately inspected, e.g.,
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within ____ days of acceptance, delivers to Seller a copy of the
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice
423 of Defects).

424 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
432 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
433 or (b) Seller does not timely deliver the written notice of election to cure.

434 **ADDENDA:** The attached _____ add-s _____ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** None _____

436 _____
437 _____
438 _____
439 _____
440 _____
441 _____
442 _____

443 This Offer was drafted by [Licensee and Firm] Steve Bostrom Berkshire Hathaway

444 _____ on August 17, 2016

445 (x) *Mark Bostrom* August 17, 2016
446 Buyer's Signature ▶ Print Name Here ▶ Plexus Partners LLC or assigns Date ▲

447 (x) _____
448 Buyer's Signature ▶ Print Name Here ▶ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 _____ Broker (By) _____

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**
453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**
454 **OFFER.**

455 (x) *Frank Hughes* August 17, 2016
456 Seller's Signature ▲ Print Name Here ▲ Frank Hughes Date ▲

457 (x) _____
458 Seller's Signature ▲ Print Name Here ▶ Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] _____

460 _____ on _____ at _____ a.m./p.m.

461 This Offer is rejected _____ This Offer is countered [See attached counter] _____
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**OFFER ADDENDUM S - LEAD BASED PAINT
DISCLOSURES AND ACKNOWLEDGMENTS**

1 ■ **LEAD WARNING STATEMENT:** Every purchaser of any interest in residential real property on which a
2 residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from
3 lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in
4 young children may produce permanent neurological damage, including learning disabilities, reduced
5 intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular
6 risk to pregnant women. The seller of any interest in residential real property is required to provide the
7 buyer with any information on lead-based paint hazards from risk assessments or inspections in the
8 seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or
9 inspection for possible lead-based paint hazards is recommended prior to purchase.

10 Disclosures and Acknowledgments made with respect to the Property at 5907 5th ave Kenosha WI

11 _____, Wisconsin.

12 ■ **SELLER DISCLOSURE AND CERTIFICATION.** Note: See Seller Obligations at lines 27 - 54 and 55 - 112.

13 (1) **SELLER DISCLOSURES:** (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or
14 lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: NONE

15 _____
16 (Explain the information known to Seller, including any additional information available about the basis for the determination
17 that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

18 (b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all
19 of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

20 NONE
21 _____ (Identify the LBP record(s) and report(s) (e.g. LBP abatements,
22 inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")

23 (2) **SELLER CERTIFICATION:** The undersigned Seller has reviewed the information above and certifies, to the best of their
24 knowledge, that the information provided by them is true and accurate.

25 (X) Frank Hughes 08/17/2016
26 (ALL Sellers' signatures) ▲ Print Names Here ▶ Frank Hughes (Date) ▲

27 **Seller Obligations under the Federal Lead-Based Paint Disclosure Rules**
28 (Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A,
29 Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.)

30 **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated
31 under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this
32 section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

33 (1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information
34 pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA
35 #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

36 (2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based
37 paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional
38 information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the
39 determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based
40 paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

41 (3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any
42 known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available
43 records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any
44 additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis
45 for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or
46 lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

47 (4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports
48 available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold.
49 This requirement includes records or reports regarding common areas. This requirement also includes records or reports
50 regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or
51 inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

52 (b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer
53 has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting
54 the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

55 ■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target
56 housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English,
57 Spanish):

58 (1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

59 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified
60 that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead
61 poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,
62 reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to
63 pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on
64 lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known
65 lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
66 purchase.

67 (2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of
68 known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the
69 presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information
70 available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination
71 that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint
72 hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

73 (3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller
74 pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no
75 such records or reports are available, the Seller shall so indicate.

76 (4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt
77 of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

78 (5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either:
79 (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

80 (6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing,
81 a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under
82 Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure
83 compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes
84 the required activities. Buyer's agents paid solely by Buyer are exempt.

85 (7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84)
86 certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

87 ■ **DEFINITIONS:**

88 Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

89 Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as
90 removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance
91 with any applicable legal requirements.

92 Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing (**referred
93 to in the singular whether one or more**).

94 Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision
95 of a report explaining the results of the investigation.

96 Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square
97 centimeter or 0.5 percent by weight.

98 Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated
99 soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces
100 that would result in adverse human health effects as established by the appropriate Federal agency.

101 Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls,
102 abatement, etc.

103 Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate
104 and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1)
105 information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection;
106 (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5)
107 provision of a report explaining the results of the investigation.

108 Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in
109 whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold (**referred to in the singular
110 whether one or more**).

111 Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless
112 any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

113 ■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

114 (1) **ACKNOWLEDGMENT:** All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby
115 acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 -
116 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

117 (2) **CERTIFICATION:** The undersigned agents have reviewed the information above and certify, to the best of their
118 knowledge, that the information provided by them is true and accurate.

119 (X) _____ 08/17/2016
120 (Agent's signature) ▲ Print Agent & Firm Names Here ▲ Steve Bostrom Berkshire Hathaway (Date) ▲

121 (X) _____ 08/17/2016
122 (Agent's signature) ▲ Print Agent & Firm Names Here ▲ Steve Bostrom Berkshire Hathaway (Date) ▲

123 ■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION (LBP Inspection Contingency).** (a) Before a Buyer is
124 obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties
125 mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of
126 lead-based paint and/or lead-based paint hazards. (b) Notwithstanding lines 123 - 126, a Buyer may waive the opportunity
127 to conduct the risk assessment or inspection by so indicating in writing.

128 ■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

129 (1) **LEAD-BASED PAINT INSPECTION CONTINGENCY:** [Buyer to check one box at lines 131, 147 or 148. If no box is
130 checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

131 **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead
132 inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses
133 no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency
134 shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within
135 _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice
136 listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report
137 and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

138 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE have a right to cure [if neither struck, Seller shall have the right to
139 cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's
140 notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days
141 prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that
142 the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and
143 report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will
144 not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the
145 identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP,
146 in conformance with the requirements of all applicable law.

147 Buyer elects the LBP contingency Buyer has attached to this Addendum S.

148 Buyer waives the opportunity for a LBP inspection or assessment.

149 (2) **BUYER ACKNOWLEDGMENT:** Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's
150 above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received
151 a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment
152 or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

153 (3) **BUYER CERTIFICATION:** The undersigned Buyer has reviewed the information above and certifies, to the best of their
154 knowledge, that the information provided by them is true and accurate.

155 (X) _____ 08/17/2016
156 (ALL Buyers' signatures) ▲ Print Names Here ▲ Plexus Partners, LLC Mark Bourque Member (Date) ▲

157



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

Mayor John Antaramian

I have completed the Valuation Analysis of the 3 initial properties you requested, 409 59th st, 5907 5th Ave and 5911 5th ave all in the City of Kenosha.

409 59th St.

Subject property is a multi-unit rooming house totaling 6524 sq ft with lot dimensions of 50 x 145 fronting both 5th Ave and 4th Ave. Property owners, Robert and Carrie Greskoviak purchased this property January 16 2004 for \$480,000. Mr Greskoviak has indicated he'd be willing to sell this property for \$550,000. I do not have financial information to support this value, but having done transactions with Mr Greskoviak in the past, I've always known him to be a reasonable assessor of value relating to his own properties. The assessed value of this property is \$417,900 which seems like a reasonable assessment given the type of property and its less than stellar curb appeal. Considering this property's location at the Southern edge of Downtown, a repurposing of this property would be an important part of redeveloping this area and therefore I consider Mr Greskoviak's asking price of \$550,000.00 to be a reasonable price.

5907 5th Ave.

Subject property is an "old style" duplex property totaling 2068 sq ft with lot dimensions of 50 x 152 fronting both 5th Ave and 4th Ave. Property owner Frank Hughes purchased this property March 12, 2002 for \$73,500. I have not spoken with Mr Hughes so I do not know what his asking price might be. However recent sales of similar duplex properties in the area suggest a value of 100-120K. The assessed value of this property is \$85,400 which seems a little low considering the area sales, but the age and condition of this property might be a contributing factor in the low assessment. Rental income for these units should be \$650-750 per unit, per month, which would support a purchase price as high as 140K.

5911 5th Ave

Subject property is 2, 4-unit buildings totaling 3392 sq ft with lot dimensions of 50x130 including an additional lot of 50x122 fronting both 5th Ave and 4th Ave. Property owner Mefail and Afije Mahmudi have owned these parcels for quite some time as I was unable to find any "sales" information. This property was recently advertised for sale at \$375,000 with no takers. The assessed value of these properties combined is approximately \$308K. This property owner is currently delinquent on Real Estate Taxes on both parcels for Tax years 2014 and 2015. Given the recent listing activity and current tax situation, it seems very likely this property owner is motivated to sell. I have no income information to determine a value, but somewhere between assessed value and the former asking price seems to be reasonable.

Conclusion

The financial and/ or assessed values of these properties are lower than what it is the likely "sales" prices needed to acquire these properties. Given the recent 5th Avenue Loft development and proximity to the Downtown Retail area and the Lake front, these 3 properties will likely see redevelopment interest at some point in the future. Removing these properties from Downtown's landscape will likely help in attracting Developers to other Vacant Land or Building opportunities on Downtown's Southern edge. In an effort to remove Blight, I would absolutely recommend acquiring this properties and razing them.

Steve Bostrom



Broker/Associate

Berkshire Hathaway

262-515-3683

steve@epicmidwest.com



Full Report

Property Location : 5907 5TH AVE

View: **Full Report View** ▼

[Report Options](#)

[Print Report](#)

[Search Criteria](#)

[Search Results](#)

[Modify Search](#)

Owner:

Hughes Frank
905 Washington RD
Kenosha, WI 53140-2848

Taxed by: City Of Kenosha
Taxkey # 12-223-31-486-002

Owner Occupied:
Property Address:
5907 5TH AVE
Kenosha, WI 53140-4213

Map with:
[MapQuest](#)
[Google Maps](#)

[ID Walk Down](#) [ID Walk Up](#)
[Quit ID Walk](#)

County: Kenosha
Taxed by: City Of Kenosha
Taxkey # 12-223-31-486-002

Assessments

Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2015	Residential	\$ 31,200	\$ 54,200	\$ 85,400	0.000-		0.962109481
2014	Residential	\$ 31,200	\$ 54,200	\$ 85,400	-4.045↓		0.981709396
2013	Residential	\$ 31,200	\$ 57,800	\$ 89,000	0.000-		0.997358604
2012	Residential	\$ 31,200	\$ 57,800	\$ 89,000	-26.749↓		0.950157293
2011	Residential	\$ 36,200	\$ 85,300	\$ 121,500	0.000-		1.000677520
2010	Residential	\$ 36,200	\$ 85,300	\$ 121,500	-9.733↓		0.939156920
2009	Residential	\$ 40,200	\$ 94,400	\$ 134,600	0.000-		0.996148429
2008	Residential	\$ 40,200	\$ 94,400	\$ 134,600	1.127↑		0.979545968
2007	Residential	\$ 37,700	\$ 95,400	\$ 133,100	0.000-		0.962054862

Taxes

Tax Year	Total Tax	First Dollar	Lottery Credit	Net Tax	Special Taxes	Special Assessment	Special Charges	Full Pay Amount	Ratio
2015				\$2,326.27				\$2,326.27	0.962109481
2014				\$2,314.75				\$2,314.75	0.981709396
2013				\$2,535.97				\$2,535.97	0.997358604
2012				\$2,515.65				\$2,515.65	0.950157293
2011				\$3,055.34				\$3,055.34	1.000677520
2010				\$3,081.91				\$3,081.91	0.939156920
2009				\$2,870.03				\$2,870.03	0.996148429
2008				\$2,830.51				\$2,830.51	0.979545968
2007	\$2,801.19			\$2,801.19				\$2,801.19	0.962054862

Assessor

Building Square Feet : 2068	Year Built : 1888	Township : 2N
Bedrooms : 3	Year Remodeled :	Range : 23E
Full Baths : 2	Effective Year Built :	Section : 31
Half Baths :	Air Conditioning :	Quarter :
Total Rooms :	Fireplace :	Pool :
Number of Stories : 2.00	Number of Units : 2	Attic :
Building Type : Duplex Old Style		Basement : Full Basement
Exterior Wall : Asbestos		Heat :
Exterior Condition :		Garage :
Land Use : 2FAM 2 Family Residential		School District : 2793 Kenosha
Zoning : RM-1 Multiple Family Residential Di		Historic Designation :

Legal Description

S 50 FT Of Lot 1 Lying E Of 5TH Av Being PT Of B 59 Se 1/4 Sec 31 T 2 R 23 Also W 18.5 FT Vac 4TH Ave Res #126-91 1993 V 1407 P 282 V 1517 P 532 DOC#1261309

Sales

Conveyance Date : 3/12/2002	Date Recorded : 3/26/2002	Value/Sale Price : \$ 73,500.00
Grantor Name : Kurklis Kaarin		Transfer Fee : \$ 220.50
Grantee Name : Hughes Frank		Document# : 1261309
Conveyance Instrument : Quit Claim Deed	Conveyance Type : Quit Claim	

Information is supplied by third parties and has not been verified

ASSIGNMENT AGREEMENT

This Agreement is made on this _____ day of _____, 2016, by and between Plexus Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as "Assignor") maintaining a mailing address of P.O. Box 0655, Kenosha, Wisconsin 53141-0655, and the City of Kenosha, Wisconsin (hereinafter referred to as "Assignee") a municipal corporation organized and existing under the laws of the State of Wisconsin and maintaining offices at 625 52nd Street, Kenosha, Wisconsin.

WHEREAS, Assignor is the purchaser under a contract of sale dated September 6, 2016, for certain real property located at 5911 and 5917 5th Avenue, Kenosha, Wisconsin, a true and correct copy of which contract is attached hereto, marked Exhibit "A" and incorporated herein by reference. Simultaneously, upon execution of this contract, Assignee acknowledges receipt of the original contract; and

WHEREAS, Assignor desires to sell and assign and Assignee desires to purchase the right, title and interest of the Purchaser under the contract of sale, Exhibit "A" attached hereto.

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. **Assignment.** Assignor shall assign and Assignee shall accept the assignment of the contract of sale on the conditions set forth below.
2. **Consideration.** Assignee shall pay to Assignor, upon execution of this Agreement, the sum of One (\$1.00) Dollars by a valid check.
3. **Obligations of Assignee.** In addition to the consideration for this contract, as described above, Assignee shall refund to Assignor, all earnest money paid by Assignor to the seller under the terms of the attached Exhibit "A" in the sum of Five Thousand (\$4,250.00) Dollars, upon execution of this Agreement. Assignee shall further release and indemnify Assignor, its agents, successors and assigns, and anyone else claiming through or under them, for all actions, causes of actions, claims, controversies, costs, demands, remedies, damages, disputes, expenses, fees, rights or liabilities whatsoever, in law or in equity, known or unknown, and whether the same arise under contract or tort, which Assignee ever had, now has or may hereafter have against Assignor in any way arising out of or in connection with that certain contract of sale, attached hereto as Exhibit "A" and shall indemnify Assignor from all actions or omissions which Assignee may make in relation to the contract assigned herein and shall hold harmless the Assignor against any and all claims, demands, damages, losses and expenses by virtue of the Assignee's performance under the contract assigned hereunder.
4. **Binding Effect.** This Assignment shall be binding upon Assignor and shall enure to the benefit of the Assignee and its successors and assigns. Assignee hereby assumes all of the Assignor's duties and obligations under the real estate sale agreement, Exhibit

“A”, attached hereto. Assignee agrees to perform all covenants, conditions and obligations required by Assignor under said agreement. Assignee agrees and understands that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling its interest in the above-referenced agreement to Assignee.

5. **Governing Law.** It is further understood and agreed that this agreement shall be deemed to be a contract arising under the laws of the State of Wisconsin and that all questions and disputes arising under this agreement shall be governed by and determined in accordance with the laws of the State of Wisconsin.

6. **Integrated Writing.** It is further understood and agreed that this document expresses the complete and final agreement between the parties hereto, including any exhibits attached hereto, and that all terms and conditions of this agreement shall be deemed to be contractual and that none shall be altered, amended or modified except by a subsequent written agreement executed by each of the parties or their proper legal representatives.

Dated at Kenosha, Wisconsin, this _____ day of _____, 2016.

ASSIGNOR
Plexus Partners, LLC

By: _____
Mark S. Bourque, Managing Member

ASSIGNEE
City of Kenosha

By: _____
John M. Antaramian, Mayor

Attest: _____
Debra L. Salas, Clerk/Treasurer

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON September 6, 2016 [DATE] IS (AGENT OF BUYER)

2 (~~AGENT OF SELLER/LISTING BROKER~~) (AGENT OF BUYER AND SELLER) [~~STRIKE THOSE NOT APPLICABLE~~]

3 **GENERAL PROVISIONS** The Buyer, Plexus Partners LLC and/or assigns

4 _____, offers to purchase the Property known as [Street Address] 5911 and 5917 5th ave

5 _____ in the _____ City

6 of Kenosha _____, County of Kenosha _____, Wisconsin

7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: Four Hundred Twenty-Five Thousand

9 _____ Dollars (\$ 425,000.00)

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 4,250.00 will be

11 mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or

12 _____

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer

15 not excluded at lines 20-22, and the following additional items: none

16 _____

17 _____

18 All personal property included in purchase price will be transferred by bill of sale or _____

19 _____

20 ■ NOT INCLUDED IN PURCHASE PRICE: owners and tenants personal property

21 _____

22 _____

23 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded**

24 **by Seller or which are rented and will continue to be owned by the lessor.**

25 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.**

26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from**

28 **acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before

30 September 9, 2016 _____ Seller may keep the Property on the market and accept

31 secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a

36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

37 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.

38 Seller's recipient for delivery (optional): Berkshire Hathaway C/O Steve Bostrom

39 Buyer's recipient for delivery (optional): Berkshire Hathaway C/O Steve Bostrom

40 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

41 Seller: (_____) Buyer: (_____)

42 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery

43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at

44 line 47 or 48.

45 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's

46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: _____

48 Delivery address for Buyer: _____

49 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a

50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,

51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and

52 electronic signatures in the transaction, as required by federal law.

53 E-Mail address for Seller (optional): steve@epicmidwest.com

54 E-Mail address for Buyer (optional): steve@epicmidwest.com

55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than November 30, 2016
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
70 rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and **no other**
71 _____

72 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

74 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

77 Current assessment times current mill rate (current means as of the date of closing)

78 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing)

80 _____

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
83 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____

96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____

106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1.) This offer is contingent on the City of Kenosha's Common
110 Council approval of this purchase. 2.) This offer is contingent on an amendment to the Tax
111 Incremental Financing District located adjacent to Downtown Kenosha for funding this purchase. 3.
112 Parcels included in purchase price are further described as Tax Parcel ID # 12-223-31-486-003 and
113 12-223-31-486-004
114 _____
115 _____

116 n/a **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____

118 _____ (insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units). The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 n/a **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____

146 _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map
151 when setting the deadline.**

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.

157 n/a **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

- 159 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
- 160 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
- 162 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
- 164 Rent roll.
- 165 Other _____

166 _____
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.

174 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

227 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
228 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
229 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
230 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
231 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
232 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
233 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
234 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
235 maintain the term and amortization stated above.

237 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

- 238 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
- 239 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
241 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 **NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** none

278 _____

279 _____

280 _____

281 _____

282 _____

283 _____

284 _____

285 _____

286 _____

DEFINITIONS CONTINUED FROM PAGE 4

287 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 288 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 289 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 290 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 291 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 292 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 293 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 294 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 295 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 296 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 297 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

313 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's
 314 lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate
 315 Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide
 316 active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions,
 317 incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

EARNEST MONEY

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an**
 322 **attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.**

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 **TITLE EVIDENCE**

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 no other

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain**
351 **improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use**
352 **other than the current use.**

353 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a
354 current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.
355 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

356 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current**
375 **services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees**
376 **for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,**
377 **sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street**
378 **lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

379 ~~n/a~~ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense ~~STRIKE ONE~~
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

396 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A
 397 material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal
 398 remedies.

399 If Buyer defaults, Seller may:

400 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

401 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

402 If Seller defaults, Buyer may:

403 (1) sue for specific performance; or

404 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

409 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS**
 410 **DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE**
 411 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE**
 412 **SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

413 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the
 414 transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties
 415 to this Offer and their successors in interest.

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building, or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sold purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 n/a INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 ■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 ■ RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 n/a CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 [INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR
477 PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)] within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 n/a ADDENDA: The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] Steve Bostrom Berkshire Hathaway
481 _____ on 08/29/2016

482 Buyer Entity Name (if any): Flexus Partners LLC and/or assigns

483 (X) Mark Bourque 08/29/2016
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Mark Bourque Date ▲

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

487 [EARNEST MONEY RECEIPT] Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

488 _____ Broker (By) _____

489 SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING
490 AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS
491 SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

492 Seller Entity Name (if any): _____

493 (X) Ofije mudi Afiye Mahmudi 9-6-16
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ _____ Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] Steve Bostrom Berkshire Hathaway
498 _____ on 08/29/2016 at 1 a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter]
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

DISCLOSURE TO CLIENTS

1 UNDER WISCONSIN LAW, A BROKERAGE FIRM (HEREINAFTER FIRM) AND ITS BROKERS AND
2 SALESPERSONS (HEREINAFTER AGENTS) OWE CERTAIN DUTIES TO ALL PARTIES TO A TRANSACTION:

- 3 (a) The duty to provide brokerage services to you fairly and honestly.
- 4 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 5 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you
6 request it, unless disclosure of the information is prohibited by law.
- 7 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
8 information is prohibited by law (see lines 28-37).
- 9 (e) The duty to protect your confidentiality. Unless the law requires it, the Firm and its Agents will not disclose your
10 confidential information or the confidential information of other parties (see lines 78-96).
- 11 (f) The duty to safeguard trust funds and other property held by the Firm or its Agents.
- 12 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
13 advantages and disadvantages of the proposals.

14 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S**
15 **CLIENT. A FIRM AND ITS AGENTS OWE ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM.**

- 16 (a) The Firm or one of its Agents will provide, at your request, information and advice on real estate matters that
17 affect your transaction, unless you release the Firm from this duty.
- 18 (b) The Firm or one of its Agents must provide you with all material facts affecting the transaction, not just Adverse
19 Facts.
- 20 (c) The Firm and its Agents will fulfill the Firm's obligations under the agency agreement and fulfill your lawful
21 requests that are within the scope of the agency agreement.
- 22 (d) The Firm and its Agents will negotiate for you, unless you release them from this duty.
- 23 (e) The Firm and its Agents will not place their interests ahead of your interests. The Firm and its Agents will not,
24 unless required by law, give information or advice to other parties who are not the Firm's clients, if giving the
25 information or advice is contrary to your interests.

26 If you become involved in a transaction in which another party is also the Firm's client (a "multiple representation
27 relationship"), different duties may apply.

DEFINITION OF MATERIAL ADVERSE FACTS

29 A "Material Adverse Fact" is defined in Wis. Stat. § 452.01(5g) as an Adverse Fact that a party indicates is of
30 such significance, or that is generally recognized by a competent licensee as being of such significance to a
31 reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a
32 transaction or affects or would affect the party's decision about the terms of such a contract or agreement.

33 An "Adverse Fact" is defined in Wis. Stat. § 452.01(1e) as a condition or occurrence that a competent licensee
34 generally recognizes will significantly and adversely affect the value of the property, significantly reduce the structural
35 integrity of improvements to real estate, or present a significant health risk to occupants of the property; or
36 information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
37 under a contract or agreement made concerning the transaction.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

39 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
40 party in the same transaction. If you and the Firm's other clients in the transaction consent, the Firm may provide
41 services through designated agency, which is one type of multiple representation relationship.

42 ■ Designated agency means that different Agents with the Firm will negotiate on behalf of you and the other client or
43 clients in the transaction, and the Firm's duties to you as a client will remain the same. Each Agent will provide
44 information, opinions, and advice to the client for whom the Agent is negotiating, to assist the client in the
45 negotiations. Each client will be able to receive information, opinions, and advice that will assist the client, even if the
46 information, opinions, or advice gives the client advantages in the negotiations over the Firm's other clients. An Agent
47 will not reveal any of your confidential information to another party unless required to do so by law.

48 ■ If a designated agency relationship is not authorized by you or other clients in the transaction, you may still
49 authorize or reject a different type of multiple representation relationship in which the Firm may provide brokerage
50 services to more than one client in a transaction but neither the Firm nor any of its Agents may assist any client with
51 information, opinions, and advice which may favor the interests of one client over any other client. Under this neutral
52 approach, the same Agent may represent more than one client in a transaction.

53 ■ If you do not consent to a multiple representation relationship the Firm will not be allowed to provide brokerage
54 services to more than one client in the transaction.

CHECK ONLY ONE OF THE THREE BELOW:

55
56
57
58
59
60
61
62

- The same firm may represent me and the other party as long as the same agent is not representing us both (multiple representation relationship with designated agency).
- The same firm may represent me and the other party, but the firm must remain neutral regardless if one or more different Agents are involved (multiple representation relationship without designated agency).
- The same firm cannot represent both me and the other party in the same transaction (I/we reject multiple representation relationships).

63 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You**
64 **may modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in**
65 **your agency agreement the commission or fees that you may owe to your firm. If you have any questions**
66 **about the commission or fees that you may owe based upon the type of agency relationship you select with**
67 **your firm, you should ask your firm before signing the agency agreement.**

68 **SUBAGENCY**

69 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm
70 by providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will
71 not put their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or
72 opinions to other parties if doing so is contrary to your interests.

73 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An Agent can answer your questions about brokerage**
74 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
75 **advisor, or home inspector.**

76 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
77 summary of the duties owed to you under section 452.133(2) of the Wisconsin statutes.

78 **CONFIDENTIALITY NOTICE TO CLIENTS** The Firm and its Agents will keep confidential any information given to the Firm
79 or its Agents in confidence, or any information obtained by the Firm and its Agents that they know a reasonable
80 person would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm
81 to disclose particular information. The Firm and its Agents shall continue to keep the information confidential after the
82 Firm is no longer providing brokerage services to you.

83 The following information is required to be disclosed by law:

- 84 1. Material Adverse Facts, as defined in Wis. Stat. § 452.01(5g) (see lines 28-37).
- 85 2. Any facts known by the Firm or its Agents that contradict any information included in a written inspection
- 86 report on the property or real estate that is the subject of the transaction.

87 To ensure that the Firm and its Agents are aware of what specific information you consider confidential, you may
88 list that information below (see lines 90-96). At a later time, you may also provide the Firm or its Agents with other
89 information you consider to be confidential.

90 **CONFIDENTIAL INFORMATION:** _____
91 _____
92 _____

93 **NON-CONFIDENTIAL INFORMATION** (the following information may be disclosed by the Firm and its Agents): _____
94 _____
95 _____
96 _____ (Insert information you authorize to be disclosed, such as financial qualification information.)

97 **If Client's agency agreement is for brokerage services related to real estate primarily intended for use as a**
98 **residential property containing one to four dwelling units, Wisconsin law requires the Firm to request the**
99 **Client's signed acknowledgment that the Client has received a copy of this written disclosure statement.**

100 Name of Firm: Berkshire Hathaway
101 [Signature] 8-29-16 x [Signature] 9-6-16
102 Client's Signature ▲ Date ▲ Client's Signature ▲ Date ▲
103 Client's Name: _____ Client's Name: _____

No representation is made as to the legality, appropriateness or adequacy of any provision in a specific transaction.
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**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

Mayor John Antaramian

I have completed the Valuation Analysis of the 3 initial properties you requested, 409 59th st, 5907 5th Ave and 5911 5th ave all in the City of Kenosha.

409 59th St.

Subject property is a multi-unit rooming house totaling 6524 sq ft with lot dimensions of 50 x 145 fronting both 5th Ave and 4th Ave. Property owners, Robert and Carrie Greskoviak purchased this property January 16 2004 for \$480,000. Mr Greskoviak has indicated he'd be willing to sell this property for \$550,000. I do not have financial information to support this value, but having done transactions with Mr Greskoviak in the past, I've always known him to be a reasonable assessor of value relating to his own properties. The assessed value of this property is \$417,900 which seems like a reasonable assessment given the type of property and its less than stellar curb appeal. Considering this property's location at the Southern edge of Downtown, a repurposing of this property would be an important part of redeveloping this area and therefore I consider Mr Greskoviak's asking price of \$550,000.00 to be a reasonable price.

5907 5th Ave.

Subject property is an "old style" duplex property totaling 2068 sq ft with lot dimensions of 50 x 152 fronting both 5th Ave and 4th Ave. Property owner Frank Hughes purchased this property March 12, 2002 for \$73,500. I have not spoken with Mr Hughes so I do not know what his asking price might be. However recent sales of similar duplex properties in the area suggest a value of 100-120K. The assessed value of this property is \$85,400 which seems a little low considering the area sales, but the age and condition of this property might be a contributing factor in the low assessment. Rental income for these units should be \$650-750 per unit, per month, which would support a purchase price as high as 140K.

5911 5th Ave

Subject property is 2, 4-unit buildings totaling 3392 sq ft with lot dimensions of 50x130 including an additional lot of 50x122 fronting both 5th Ave and 4th Ave. Property owner Mefail and Afije Mahmudi have owned these parcels for quite some time as I was unable to find any “sales” information. This property was recently advertised for sale at \$375,000 with no takers. The assessed value of these properties combined is approximately \$308K. This property owner is currently delinquent on Real Estate Taxes on both parcels for Tax years 2014 and 2015. Given the recent listing activity and current tax situation, it seems very likely this property owner is motivated to sell. I have no income information to determine a value, but somewhere between assessed value and the former asking price seems to be reasonable.

Conclusion

The financial and/ or assessed values of these properties are lower than what it is the likely “sales” prices needed to acquire these properties. Given the recent 5th Avenue Loft development and proximity to the Downtown Retail area and the Lake front, these 3 properties will likely see redevelopment interest at some point in the future. Removing these properties from Downtown’s landscape will likely help in attracting Developers to other Vacant Land or Building opportunities on Downtown’s Southern edge. In an effort to remove Blight, I would absolutely recommend acquiring this properties and razing them.

Steve Bostrom



Broker/Associate

Berkshire Hathaway

262-515-3683

steve@epicmidwest.com

Address: 5911 5th Ave Kenosha, Wisconsin 53140-4213 **Taxed by:** Kenosha**MLS #:** 1431905

Property Type: Multi-Family
Status: Expired
Tax Key: 12-223-31-486-003 & 004
County: Kenosha

List Price: \$375,000
Taxes: \$8,819
Tax Year: 2015
Est. Acreage: 0.29

Flood Plain: Unknown
Occ. Permit Required: N

Est. Year Built: 1921
Zoning: RM1

School District: Kenosha
High School:
Middle School:
Elem. School:

Subdivision:
Subd. Dues/Yr.: \$
Body of Water:
Days On Market: 181

Directions: Sheridan Road North to 56th Street. East to 5th Avenue. South to property on Left.**Coordinates:**

Unit Details					Total Units: 8	Sched Gross Income \$ 0	Vac Allow: 0	Gross Operating Inc. \$ 0	Total Operating Exp. \$ 0	Net Operating Income \$ 0	Laundry:	Inside Parking: 0	Outside Parking: 12	Occupied: Yes	Security Deposit: No	Code Comp: Unknown	DILHR: Unknown
	Unit Type 1	Unit Type 2	Unit Type 3	Unit Type 4													
Avg Rent \$	650																
# Units	8																

Type: Apartment Building; View of Water**# of Stories:** 1-2 Stories**Exterior:** Other**Roofing:** Other**Garage/Parking:** Outdoor Space**1st Type Unit:** 2 Bedrooms; Living Room; Dining Room; Balcony/Patio**Owner Pays:** Heat; Water**Tenant Pays:** Cooking Gas; Electric**Basement:** Full**Heating/Cooling:** Natural Gas; Forced Air**Water/Waste:** Municipal Water; Municipal Sewer**Tax Includes:** Trash Collection**Municipality:** City**Seller Owned:** Water Heater**Seller Leased:** None**Tenant Provides:** Washer; Dryer**Documents On File:** Seller Condition; Tax Bill; LeadPaint Disclosure; Listing Contract**Estimated SqFt #1:** 751-1000; Not Verified

Remarks: Great investment opportunity near the lake! This is your chance to be in on Kenosha's growth & future wealth at today's prices! 2 4-unit buildings. (8 2 Bedroom units) 100% occupied w/month to month tenants earning \$650 per month. Each have separate entrances and balconies. Units on East side have lake views. Owner pays heat and water. Included in sale is the adjoining vacant parcel, making this one of the most versatile properties in the downtown area. Needs TLC. Sold AS IS. Make your land grab NOW!

Private Remarks: Motivated Seller. Tax on additional parcel: \$971. (#12-223-31-486-004)All appliances excluded.

Showing Information: Call Listing Agent. 24 hour notice.

Sub Agent Comm: 2.4 %**Excl. Agency Contract:** N**Broker Owned:** N**Electronic Consent:** Yes**Buyer Agent Comm:** 2.4 %**Var. Comm.:** N**Limited/Unserviced:** No**Named Prospects:** N**Listing Office:** Shorewest Realtors, Inc.: swr44**Listing Agent:** Joan C Bojarski : 18494**LA Address:****Ph:** 262-694-3500**Ph: Cell:****LO License #:** 7771-91**Fax:****Fax:****LA License #:****URL:** <http://www.shorewest.com>**Email:**



Full Report

Property Location : 5911 5TH AVE

Owner:

Mahmudi Mefail & Afije
834 65TH ST
Kenosha, WI 53143-5038

Owner Occupied:
Property Address:
5911 5TH AVE
Kenosha, WI 53140-4213

Map with:
[MapQuest](#)
[Google Maps](#)

County: Kenosha
Taxed by: City Of Kenosha
Taxkey # 12-223-31-486-003

Assessments

Assessment Year	Property Class	Land Assessment	Improvement Assessment	Total Assessment	Percent Of Change	Acres	Ratio
2015	Commercial	\$ 34,100	\$ 240,500	\$ 274,600	0.000 -		0.962109481
2014	Commercial	\$ 34,100	\$ 240,500	\$ 274,600	-8.467 ↓		0.981709396
2013	Commercial	\$ 34,100	\$ 265,900	\$ 300,000	0.000 -		0.997358604
2012	Commercial	\$ 34,100	\$ 265,900	\$ 300,000	-16.667 ↓		0.950157293
2011	Commercial	\$ 36,600	\$ 323,400	\$ 360,000	0.000 -		1.000677520
2010	Commercial	\$ 36,600	\$ 323,400	\$ 360,000	-8.420 ↓		0.939156920
2009	Commercial	\$ 40,600	\$ 352,500	\$ 393,100	0.000 -		0.996148429
2008	Commercial	\$ 40,600	\$ 352,500	\$ 393,100	2.637 ↑		0.979545968
2007	Commercial	\$ 40,400	\$ 342,600	\$ 383,000	0.000 -		0.962054862

Taxes

Tax Year	Total Tax	First Dollar	Lottery Credit	Net Tax	Special Taxes	Special Assessment	Special Charges	Full Pay Amount
2015				\$7,636.74		\$148.83		\$8,818.81
2014				\$7,604.60		\$122.77		\$8,578.19
2013				\$8,732.29				\$8,732.29
2012				\$8,660.84				\$8,660.84
2011				\$9,199.97				\$9,199.97
2010				\$9,275.12				\$9,275.12
2009				\$8,507.07				\$8,507.07
2008				\$8,332.54				\$8,332.54
2007	\$8,060.49			\$8,060.49				\$8,060.49

Assessor

Building Square Feet :	Year Built :	Township : 2N
Bedrooms :	Year Remodeled :	Range : 23E
Full Baths :	Effective Year Built :	Section : 31
Half Baths :	Air Conditioning :	Quarter :
Total Rooms :	Fireplace :	Pool :
Number of Stories :	Number of Units :	Attic :
Building Type :	Basement :	
Exterior Wall :	Heat :	
Exterior Condition :	Garage :	
Land Use : APT Apartment	School District : 2793 Kenosha	
Zoning : RM-1 Multiple Family Residential Di	Historic Designation :	

Legal Description

N 1/2 Of Lot 2 Lying E Of 5TH Ave B 59 Being PT Of Se 1/4 Sec 31 T 2 R 23 Also W 18.5 FT Vac 4TH Ave Res # 126-91 1993

Sales

The information contained herein is provided for general information purposes only. If any of the above information is material or being utilized to determine whether to purchase the property, the buyer should personally verify same or have it confirmed by a qualified expert. The information to independently verify and confirm includes, but is not limited to, total square footage formula, total square footage / acreage figures, land, building or room dimensions and all other measurements of any sort or type. Equal housing opportunity listing.

Copyright 2016 by Multiple Listing Service, Inc. See [copyright notice](#).

Prepared by Steve G Bostrom on Monday, June 13, 2016 12:38 PM.

Thursday, October 20, 2016 at 5:00 pm
Municipal Building
625 52nd Street - **Room 301** - Kenosha, WI 53140

Quit Claim Deed to transfer City-owned property located 5802 14th Avenue from the City of Kenosha to Evren and Suzanne Hanson. (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

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

LOCATION AND ANALYSIS:

Site: 5802 14th Avenue
Zoned: RG-2 General Residential

1. This property is a remnant of the reconfiguration of 14th Avenue which occurred in 1999.
2. The property has been maintained by the adjoining property owner since 1999 and is not buildable.
3. Evren and Suzanne Hanson submitted a request to obtain the property to be used as extended yard space.
4. The Hanson's will combine this parcel with their property to the south
5. The Quit Claim Deed will require the properties to be combined within 90 days of this transfer.

RECOMMENDATION:

A recommendation is made to approve the Quit Claim Deed from the City of Kenosha to Evren and Suzanne Hanson.



Tony Geliiche, Community Development Specialist



Jeffrey B. Laband, Director

/u2/acct/cp/ckays/1CPC/2016/OCT20/Staff-QCD-Hanson.doc

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between City of Kenosha, a municipal corporation

 _____ (“Grantor,” whether one or more),
 and Evren and Suzanne Hanson, husband and wife, as marital property

 _____ (“Grantee,” whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Kenosha County, State of Wisconsin (“Property”) (if more space is needed, please attach addendum):

See attached Legal Description

Name and Return Address:

Evren and Suzanne Hanson
 5806 14th Avenue
 Kenosha, WI 53140

12-223-31-382-021
 Parcel Identification Number (PIN)

This is not _____ homestead property.
 (is) (is not)

Dated _____.

* John M. Antaramian, Mayor (SEAL) * _____ (SEAL)

_____ (SEAL) _____ (SEAL)
 * Debra L. Salas, City Clerk/Treasurer *

AUTHENTICATION

Signature(s) _____

 authenticated on _____.

* _____
 TITLE: MEMBER STATE BAR OF WISCONSIN
 (If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

William K. Richardson, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF WISCONSIN)
 _____) ss.
 _____ COUNTY)

Personally came before me on _____,
 the above-named

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

* _____
 Notary Public, State of Wisconsin
 My Commission (is permanent) (expires: _____)

Parts of Lots 34 and 35 in Block 3 of McLaughlin's Addition to the Town of Southport, a recorded subdivision, also part of Lot 33 in Block 152 of Durkee's First Western Addition to the Village of Southport, a recorded subdivision, also part of the 58th Street and 14th Avenue intersection which was vacated by and under City of Kenosha Common Council Resolution No. 65-02, all in the Southwest Quarter of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Beginning at the northwest corner of said Lot 34; thence North 01°29'02" West along the northerly extension of the west line of said Lot 34 a distance of 22.19 feet; thence North 30°52'56" East, 4.89 feet to the southerly right-of-way line of 14th Avenue, as said 14th Avenue is shown on a map filed with the Office of the County Clerk and as per Relocation Order by and under City of Kenosha Common Council Resolution No. 149-99; thence southeasterly along said right-of-way line, being here the arc of a circular curve which is concave northeasterly 40.55 feet, said curve having a central angle of 22°10'50", a radius of 104.75 feet and a chord which bears South 77°20'13" East a distance of 40.30 feet to a point of reverse curvature; thence continuing southeasterly along said right-of-way line, being here the arc of a circular curve which is concave southwesterly 83.84 feet, said curve having a central angle of 86°56'36", a radius of 55.25 feet and a chord which bears South 44°57'20" East a distance of 76.02 feet to a point on the east line of said Lot 35, said point being 39.68 feet, South 01°29'02" East of the northeast corner of said Lot 35; thence South 01°29'02" East along said east line, 3.57 feet; thence South 87°55'19" West parallel to the north line of said Lot 35, a distance of 94.00 feet to the west line of said Lot 34; thence North 01°29'02" West along the west line of said Lot 34, a distance of 43.25 feet to the northwest corner of said Lot 34 and the point of beginning; containing 0.117 acres of land, more or less, and subject to easements and restrictions of record.

This deed is made and accepted upon the following conditions subsequent:

- 1) Grantee shall complete parcel combination process pursuant to Section 17.081 of the Code of General Ordinances combining this parcel with parcel 12-223-31-382-020 within ninety (90) days of execution of this deed.
- 2) Should Grantee fail to timely complete the parcel combination, this conveyance shall be null and void and the Property, and all improvements thereon, shall revert to and become the property of Grantor without any declaration of forfeiture or act of reentry, and without any act by Grantor to be performed as absolutely, fully and perfectly as if this deed had never been made.

September 16, 2016

To whom it may concern,

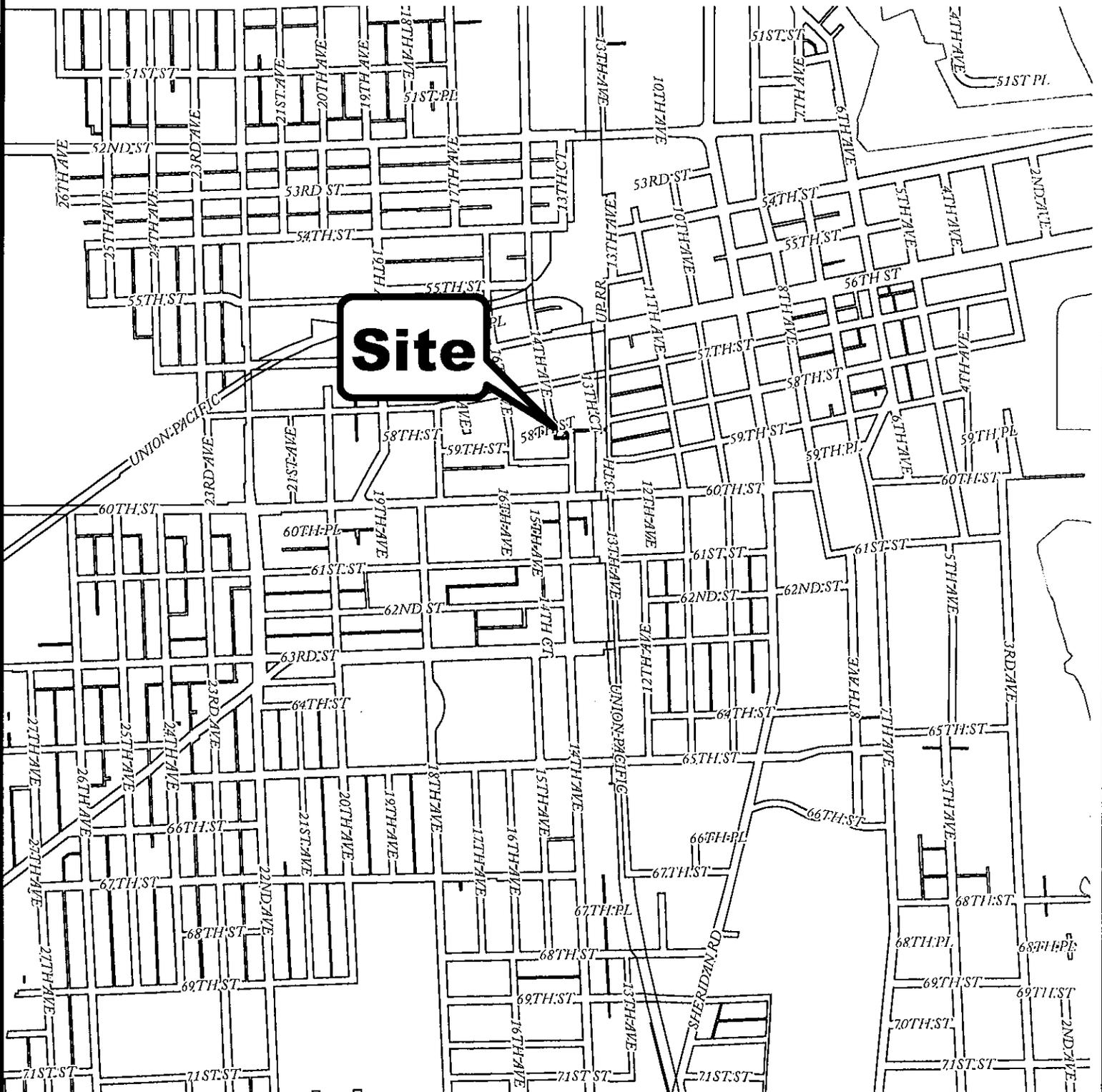
I recently purchased the house located at 5806 14th Ave Kenosha, WI 53140 and would like to obtain the lot neighboring the property directly north. I would like to merge the land with my property to be used as extended yard space. I am already maintaining the land as if it is my own. Thank you for your consideration and if there are any questions I can be reached at ~~262-344-3781~~ or at evren.hanson@gmail.com.

Sincerely,

Evren Hanson

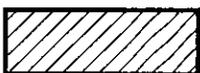
Vicinity Map

Transfer of City-Owned Property Located at 5802 14th Avenue



Vicinity Map

Transfer of City-Owned Property
Located at 5802 14th Avenue



Property requested to be transferred
(5802 14th Avenue)





TO: Mayor John Antaramian
Members of the Common Council
Members of the Finance Committee

FROM: Mike Maki, Community Development & Inspections *MM*

RE: **Grant Agreement between the City of Kenosha and Associated Bank for Home Repair Grants**

DATE: November 1, 2016

As a result of a previous Agreement reached between the US Department of Housing and Urban Development (HUD) and Associated Bank, NA (Associated), the City of Kenosha has received funding from Associated to provide grants to make home repairs. The City also received \$11,000 from Associated Bank in January, 2016.

The settlement stems from a HUD Secretary-initiated complaint alleging that from 2008-2010, the Wisconsin-based bank engaged in discriminatory lending practices regarding the denial of mortgage loans to African-American and Hispanic applicants and the provision of loan services in neighborhoods with significant African-American or Hispanic populations.

The attached Grant Agreement was received from Associated along with a check for \$14,000. As stipulated in the Agreement, the City will use the funds to make grants to homeowners with orders on their property to correct code violations.

The Agreement was reviewed and approved by the City Attorney's Office.

If you have any questions, contact me at 653-4038 or via email at mmaki@kenosha.org.

MM:kas
Attachment

MC:ks



Associated Bank

Grant Agreement

GRANT AMOUNT: \$14,000

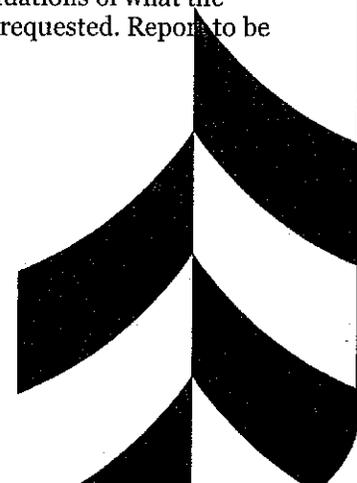
GRANT PERIOD: 2016

PAYMENT SCHEDULE: 09/21/16

As a condition of receipt a total grant of \$14,000 from Associated Bank, N.A. ("Associated Bank") to City of Kenosha, the terms of which are further set forth in this agreement, the undersigned Grantee hereby agrees as follows:

1. That the purpose of this grant is the following: To support programs that provide grants for home repairs on principle residences for individuals experiencing financial distress and deferred maintenance on their properties in Lake County, Kenosha County, IL-WI.
2. Grantee's use of the funds is restricted to the project and programs outlined in the Grantee's grant application and only in the community, county or geographic area defined by Grantee's application.
3. That Grantee is an organization that is either (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 509(a)(1), (2) or (3)(other than a Type III supporting organization which is not functionally integrated, as defined in Code Section 4943(f)(5)(B)), and that the purposes of the grant are within the Grantee's 501(c)(3) charitable purposes, or (b) a state or political subdivision or a tribal governmental entity, and that the purposes of the grant are within the grantee's public purposes. Grantee will inform Associated Bank of any change in or IRS proposed or actual revocation of its tax-exempt status, whether or not appealed.
4. To use the funds only for the designated purpose and not to use the funds for any purpose prohibited by law, including those purposes specified in Section 4945 of the Code. No part of this grant may be used to intervene in any campaign for public office, for a voter registration drive, or for lobbying. For these purposes, "lobbying" is attempting to influence legislation at any level of government through attempts to influence public opinion on a legislative subject or direct communications with those who formulate legislation. Nonpartisan analysis, study, and research are permitted.
5. To repay any portion of the grant which is not used for the designated purpose.
6. To submit written annual progress reports of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds as requested. Reports to be sent to CSR@associatedbank.com or mailed to:

Associated Bank
CSR Department
330 E. Kilbourn Ave. Suite 225
Milwaukee, WI 53202





- 7. To not incur any liabilities in reliance on the grant until the funds are received from Associated Bank unless specifically approved by Associated Bank.
- 8. That grant payments are not guaranteed and any grant payment that has not yet been disbursed may be discontinued, modified, or withheld at any time when, in the sole discretion and judgment of Associated Bank, such action is necessary to comply with the requirements of law or this agreement.
- 9. That Associated Bank shall not be held liable for any direct, indirect, incidental or consequential losses, costs or expenses of any kind as a result of Associated Bank's decision to discontinue, modify or withhold any grant payment
- 10. The Associated Bank logo may be used only with the written permission of Associated Bank and in accordance with Associated Bank's External Partner Brand Guide, a copy of which will be supplied upon request of Grantee. Grantee will allow Associated Bank to review and approve the text of any proposed publicity or announcement concerning this grant prior to its release.
- 11. Consistent with Executive Order 13224 and the Patriot Act, no portion of the grant will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.

Grantee's deposit, negotiation or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for Associated Bank's files, please have one enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of City of Kenosha, and return it to us within two weeks of receipt of this agreement.

On behalf of City of Kenosha, I understand and agree to the forgoing terms and conditions of the Associated grant, and hereby certify my authority to execute this agreement on their behalf.

CITY OF KENOSHA

By _____

Title _____

Date _____

Org. ID 1524

Please contact Associated Bank before or after the agreement is signed with any questions you may have about the period covered by the grant, the schedule of grant payments, the schedule of reports required, or the desired format for project and financial reports. Adjustments to grant periods and uses of Associated Bank funds are possible but may require approval by Associated Bank. *One signed copy of this Grant Agreement must be returned to the Associated Bank within two weeks of receipt. The second copy is for your files.



TO: Mayor John Antaramian
Members of the Common Council
Members of the Finance Committee

FROM: Mike Maki, Community Development & Inspections *mm*

RE: **Grant Agreement between the City of Kenosha and Associated Bank for Fair Lending Training**

DATE: November 1, 2016

As a result of a previous Agreement reached between the US Department of Housing and Urban Development (HUD) and Associated Bank, NA (Associated), the City of Kenosha has received funding from Associated to provide grants to support the Community Reinvestment Act (CRA) and Fair Lending Training. CRA provides a framework for financial institutions, State and local governments and community organizations to promote banking services to all citizens, regardless of race, ethnicity or income status. The City also received \$6,000 from Associated Bank in January.

The settlement stems from a HUD Secretary-initiated complaint alleging that from 2008-2010, the Wisconsin-based bank engaged in discriminatory lending practices regarding the denial of mortgage loans to African-American and Hispanic applicants and the provision of loan services in neighborhoods with significant African-American or Hispanic populations.

The attached Grant Agreement was received from Associated along with a check for \$12,000. As stipulated in the Agreement, the City will use the funds to support CRA and Fair Lending Training in Kenosha.

The Agreement was reviewed and approved by the City Attorney's Office.

If you have any questions, contact me at 653-4038 or via email at mmaki@kenosha.org.

MM:kas
Attachment

MC:ks

Associated Bank

Grant Agreement

GRANT AMOUNT: \$12,000

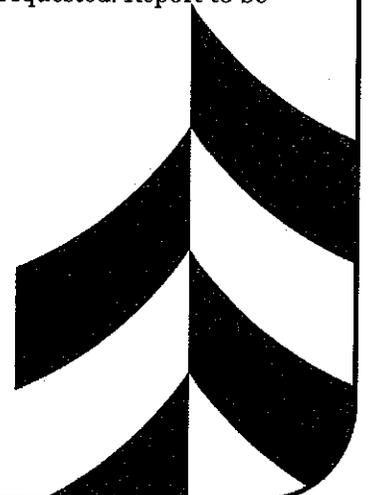
GRANT PERIOD: 2016

PAYMENT SCHEDULE: 09/21/16

As a condition of receipt a total grant of \$12,000 from Associated Bank, N.A. ("Associated Bank") to City of Kenosha, the terms of which are further set forth in this agreement, the undersigned Grantee hereby agrees as follows:

1. That the purpose of this grant is the following: To support CRA and Fair Lending Training to the public, non-profit or community based organizations in Lake County, Kenosha County, IL-WI.
2. Grantee's use of the funds is restricted to the project and programs outlined in the Grantee's grant application and only in the community, county or geographic area defined by Grantee's application.
3. That Grantee is an organization that is either (a) described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and Section 509(a)(1), (2) or (3) (other than a Type III supporting organization which is not functionally integrated, as defined in Code Section 4943(f)(5)(B)), and that the purposes of the grant are within the Grantee's 501(c)(3) charitable purposes, or (b) a state or political subdivision or a tribal governmental entity, and that the purposes of the grant are within the grantee's public purposes. Grantee will inform Associated Bank of any change in or IRS proposed or actual revocation of its tax-exempt status, whether or not appealed.
4. To use the funds only for the designated purpose and not to use the funds for any purpose prohibited by law, including those purposes specified in Section 4945 of the Code. No part of this grant may be used to intervene in any campaign for public office, for a voter registration drive, or for lobbying. For these purposes, "lobbying" is attempting to influence legislation at any level of government through attempts to influence public opinion on a legislative subject or direct communications with those who formulate legislation. Nonpartisan analysis, study, and research are permitted.
5. To repay any portion of the grant which is not used for the designated purpose.
6. To submit written annual progress reports of activities carried on under the grant, evaluations of what the grant accomplished, and complete financial reports detailing use of the grant funds as requested. Report to be sent to CSR@associatedbank.com or mailed to:

Associated Bank
CSR Department
330 E. Kilbourn Ave. Suite 225
Milwaukee, WI 53202





7. To not incur any liabilities in reliance on the grant until the funds are received from Associated Bank unless specifically approved by Associated Bank.
8. That grant payments are not guaranteed and any grant payment that has not yet been disbursed may be discontinued, modified, or withheld at any time when, in the sole discretion and judgment of Associated Bank, such action is necessary to comply with the requirements of law or this agreement.
9. That Associated Bank shall not be held liable for any direct, indirect, incidental or consequential losses, costs or expenses of any kind as a result of Associated Bank's decision to discontinue, modify or withhold any grant payment
10. The Associated Bank logo may be used only with the written permission of Associated Bank and in accordance with Associated Bank's External Partner Brand Guide, a copy of which will be supplied upon request of Grantee. Grantee will allow Associated Bank to review and approve the text of any proposed publicity or announcement concerning this grant prior to its release.
11. Consistent with Executive Order 13224 and the Patriot Act, no portion of the grant will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.

Grantee's deposit, negotiation or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for Associated Bank's files, please have one enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of City of Kenosha, and return it to us within two weeks of receipt of this agreement.

On behalf of City of Kenosha, I understand and agree to the forgoing terms and conditions of the Associated grant, and hereby certify my authority to execute this agreement on their behalf.

CITY OF KENOSHA

By _____
 Title _____
 Date _____

Org. ID 1524

Please contact Associated Bank before or after the agreement is signed with any questions you may have about the period covered by the grant, the schedule of grant payments, the schedule of reports required, or the desired format for project and financial reports. Adjustments to grant periods and uses of Associated Bank funds are possible but may require approval by Associated Bank. *One signed copy of this Grant Agreement must be returned to the Associated Bank within two weeks of receipt. The second copy is for your files.



TO: Mayor John Antaramian
Members of the Common Council
Members of the Finance Committee

FROM: Tony Geliche, Community Development Specialist *T.G.*

RE: **First Amendment to the Community Development Block Grant Subgrantee Agreement – Salvation Army (Transportation Assistance Program – Budget Amendment)**

DATE: November 3, 2016

The Salvation Army is requesting a budget Amendment to their 2016 CDBG Subgrantee Agreement. The original Agreement was approved by the Common Council on August 15, 2016.

No funds have been drawn for the activity to date.

Original Agreement Amount	\$ 7,300.00
Amount expended to date	\$ <u>0</u>
Current Balance	\$ 7,300.00

A letter from Dan Parrish of the Salvation Army is attached.

If you have any questions, please contact me at 262.653.4039 or via email at tgeliche@kenosha.org.

TG:ks
Attachment

COMMUNITY DEVELOPMENT BLOCK GRANT

**FIRST AMENDMENT TO THE SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF KENOSHA
AND
SALVATION ARMY OF KENOSHA
(Transportation Assistance Program)**

*BUDGET AMENDMENT
(2016 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 the Salvation Army of Kenosha, 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 15th day of August, 2016, Item #L1(k).

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:

II. USE OF FUNDS AND COMPENSATION

A. Use of Funds

The CONTRACTOR agrees that all funds received pursuant to this Agreement shall be used in accordance with the CITY and U.S. Department of Housing and Urban Development regulations. Said funds shall be used for funding of Facility Improvements in accordance with Exhibit A "Budget" attached hereto.

All other terms and conditions of the original contract approved on August 15, 2011, Item #L1(k) shall remain as approved unless amended as part of this Amendment.

*CITY OF KENOSHA
A Municipal Corporation*

CONTRACTOR

BY: _____ BY: _____

Countersigned:

BY: _____ BY: _____

DATE: _____ DATE: _____

The amount of the granted allocation toward the Salvation Army Transportation Assistance budget is as follows...

Vehicle Repairs	\$6,800.00
Gas Cards	\$250.00
Bus Tokens	\$250.00
TOTAL	\$7,300.00

Vehicle repairs are not as requested as gas cards, and occasionally bus tokens. For this reason, I respectfully request that the granted funds be reallocated to the following:

REQUESTED BUDGET ADJUSTMENT

Salvation Army Transportation Assistance

Vehicle Repairs	<u>\$4,310</u> = Approx. \$250/Family	17 Families/Year
Gas Cards	<u>\$1,970</u> = \$20/Family (+5-\$10 cards)	8 Families/Month
Bus Tokens	<u>\$1,020</u> = \$600	1-Month Bus Pass (or 2x1/2 month)/Month
	+ \$420	2 Pkgs of 10 Tokens/Month
<hr/>		
TOTAL	\$7,300	

Thank you so much for your time and consideration!



Dan Parrish, Case Manager
Kenosha Salvation Army

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Robert Newhouse, Property Maintenance Inspector *RN*
Department of Community Development and Inspections

RE: **Request from Anthony Tristano for Rescindment of a Reinspection Fee in the Amount of \$72.00 for 3812 14th Avenue, Parcel Number 11-223-30-302-025**

DATE: October 16, 2016

The property owner, Anthony Tristano, is requesting the rescindment of a Reinspection Fee in the amount of \$72.00. In the appeal, Anthony Tristano states his property is a “work-in-progress,” so he needs more time to complete the repairs. Three reinspections were conducted, and the work was not completed; therefore, a reinspection fee was charged.

The following sequence of events is pertinent to this appeal:

May 25, 2016	Initial inspection was conducted, based on an online complaint for the property condition. Orders were posted for the following violations: replace damaged guardrail/handrail on North porch, replace missing screens, and repair garage roof, which had damage.
July 8, 2016	Reinspection conducted. Met with tenant, who acts as the on-site property repair person for Mr. Tristano. I reviewed his garage roof repair, which was satisfactory. The other two violations (railings, screens) were not in compliance.
August 23, 2016	Conducted second reinspection. Tenant and I reviewed the screens, which were installed and complied. We also discussed the railing, which was not done in a “workmanlike” manner – it was broken and not secured properly. The tenant claimed Anthony Tristano did not provide the proper materials to do the work correctly. I explained I could not accept the repair as currently done, and gave him until Monday, August 29, 2016 to complete the repair. I explained the first reinspection fee would be charged if not completed.
August 29, 2016	Conducted third reinspection. I did not meet with anyone at this re-inspection. The handrail was not repaired.
August 29, 2016	The first reinspection fee was charged (\$72.00) to the property.
October 13, 2016	Fourth Reinspection. Railing complete.

Recommendation: Denial of the petitioner’s request to rescind the Special Charge for Reinspection Fees.

RAN:saz



FOR OFFICE USE ONLY	
Date received	9-15-16
Permit #	_____ or _____
Case #(s)	H160918
Meeting Date	10/17/16

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 3812-14th AVE Date: 9-15-16

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: \$72.00

Property Owner: ANTHONY TRISTANO

Petitioner: ANTHONY TRISTANO

Mailing Address: 7810-5th AVE

Home Phone Number: 262-237-1335 Daytime Phone Number: 262-237-1335

E-mail Address: ANTHONY.TRISTANO@ABBVIE.COM

Reason for Appeal (if more space is needed, please attach information to this form): WAS MAILED

VIOLATIONS FOR GARAGE ROOF, SCREENS AND A SIDE HAND RAIL IN JULY. WAS CALLED
END OF MAY, I WAS GONE FOR MEMORIAL WEEKEND AND RECEIVED FIRST WEEK IN
JUNE. I CALLED INSPECTOR HE SAID AS LONG AS WORK WAS BEING DONE NO
FEES WOULD BE IMPOSED. INSPECTOR WAS ON VACATION AND INSPECTED ABOUT MID-
LATE JULY. GARAGE WAS COMPLETED; HE THEN CAME BACK IN AUGUST ALL WAS
DONE, BUT HE DID NOT LIKE THE RAILING AND SAID WAS LOOSE, HE TOLD
MY REPRESENTATIVE THAT HE WOULD GIVE HIM ONE WEEK. NORMALLY YOU SHOULD
GIVE ANOTHER MONTH TO FIX SINCE WORK WAS STILL BEING DONE, BECAUSE INSPECTOR
DID NOT LIKE THE WAY IT WAS FIXED

Petitioner's Signature: Anthony Tristano

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254



Case No: H160918
Date: May 25, 2016

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 3812 14th Ave.

A recent inspection of the premises referenced above, was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4273. If it is more convenient, you may e-mail me at rnewhouse@kenosha.org.

Sincerely,


Robert A. Newhouse
Property Maintenance Inspector

RAN:saz
Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 3812 14th Ave. Case #: H160918

Violator: SAME AS OWNER

Owner: Anthony Tristano
7810 5th Ave.
Kenosha, WI 53145

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, STYLES, AND COLORS.

DATE TO COMPLY: Violations and Required Corrections:

June 24, 2016 Repair or replace missing GUARANRAIL AND HANDRAIL on North porch. If replacing, a permit will be required. Ch. 16.18 J.

June 24, 2016 Replace screens where missing on windows, including but not limited to: South windows. Ch. 16.18 L (3)

June 24, 2016 Repair or Replace garage roof which has a large hole and is severely bowed in. Ch. 16.17 L.

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

If you have any questions, please contact your inspector at 262. 653.4273

Robert Newhouse

MAY 25, 2016

Inspector

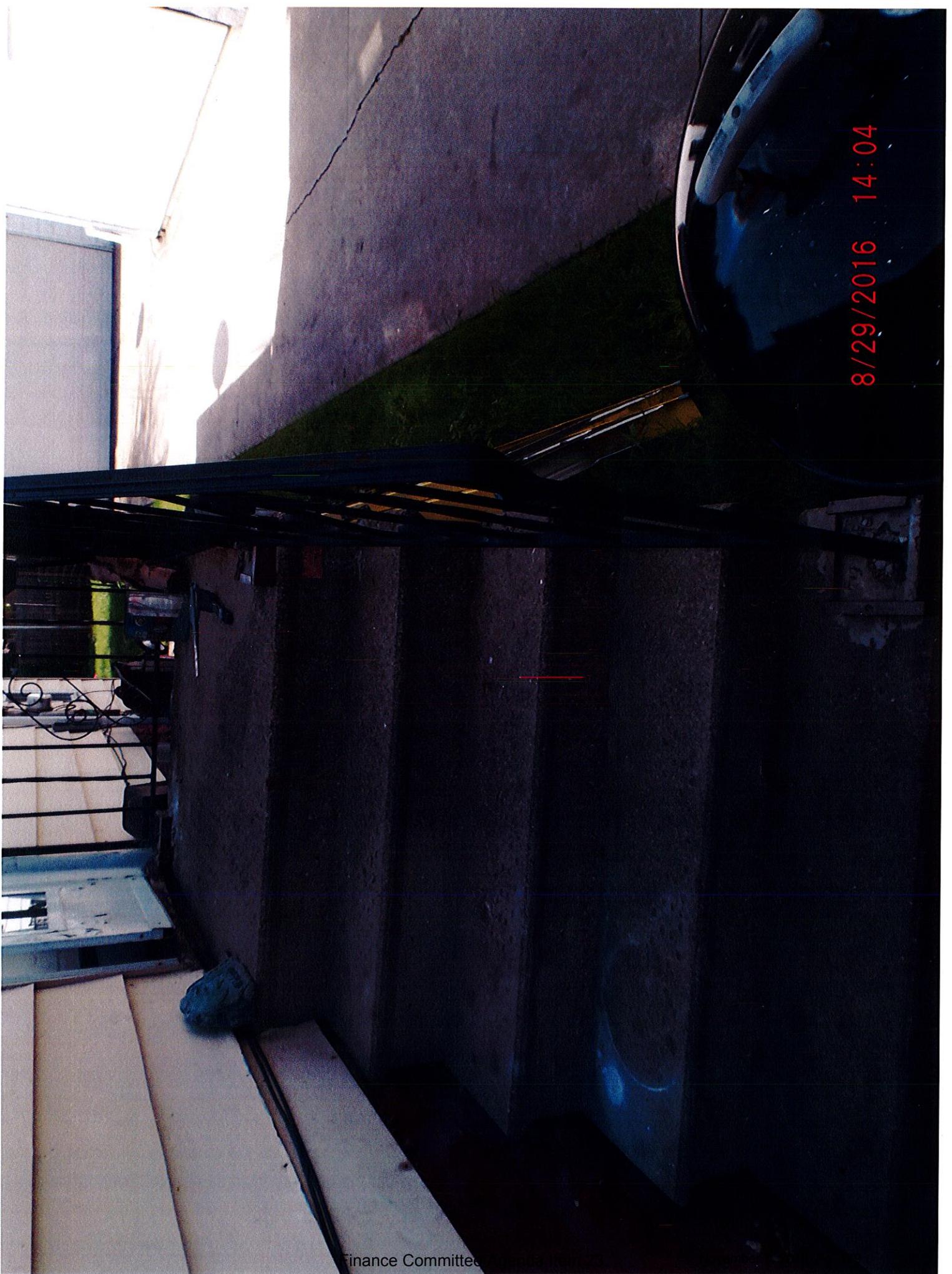
Date of Inspection

Posted 25th Day of MAY, 2016 by Robert Newhouse
Inspector, Property Maintenance Division





8/29/2016 14:04



Finance Committee
Common Council Agenda Item M.1.



COMMUNITY DEVELOPMENT & INSPECTIONS

October 26, 2016

Anthony Tristano
7810 5th Avenue
Kenosha, WI 53143

Dear Mr. Tristano:

Subject: Request for Rescindment of Reinspection Fees – 3812 14th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7, 2016, at 6:00 p.m. In Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m in Room 200 of the Municipal Building following the Finance Committee meeting.

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

Sincerely,

Sue Zampanti
Office Associate

/SAZ

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Martha Swartz, Senior Property Maintenance Inspector *MS*
Department of Community Development and Inspections

RE: **Request from Paul Cox and Albert Gonzales (Manager) to Rescind Reinspection Fees in the Amount of \$702.00 for 6905 14th Avenue, Parcel Number 05-123-06-312-004**

DATE: October 25, 2016

The manager of the subject property, Albert Gonzales, is requesting the rescindment of reinspection fees in the amount of \$702.00. In his appeal application, Mr. Gonzales stated that the owner was a victim of a crime and should not receive a fine for actions they did not take. He did have some graffiti removed and installed a security system, but reinspection fees continue to be issued.

The following sequence of events is pertinent to this appeal:

July 6, 2016	A Notice to Remove Graffiti was posted on the property and a copy mailed to the owner of record, Paul R. Cox, at 10130 122 nd Street, Pleasant Prairie.
July 22, 2016	Reinspection by the nuisance inspector found no work done.
July 25, 2016	A Final Notice was mailed to the owner at address of record with a comply date of August 9, 2016.
July 29, 2016	Reinspection by the Nuisance Inspector found no work done.
August 10, 2016	Reinspection by the Nuisance Inspector found no work done.
August 25, 2016	Martha Swartz met with City Contractor at property to discuss covering the graffiti. While there, the Manager, Albert Gonzales, came to the property and stated that he would have the graffiti covered.
August 31, 2016	Reinspection by the Nuisance Inspector found no work done and a reinspection fee of \$72.00 was issued.
September 7, 2016	Reinspection by the Nuisance Inspector found no work done and a reinspection fee of \$90.00 was issued.
September 14, 2016	Reinspection by the Nuisance Inspector found the South side had been painted, but the North side still had graffiti.
September 21, 2016	Reinspection by the Nuisance Inspector found graffiti had not been covered on the North side.
September 28, 2016	Reinspection by the Nuisance Inspector found graffiti still remained on the North side. A reinspection fee of \$180.00 was issued.
October 4, 2016	Albert Gonzales came to the office to file an appeal. He was shown a picture of the remaining graffiti and he said he would cover it.
October 12, 2016	Reinspection by the Nuisance Inspector found graffiti still remained on the North side.
October 19, 2016	Reinspection by the Nuisance Inspector found graffiti still remained on the North side.
October 24, 2016	Reinspection by the Nuisance Inspector found graffiti still remained on the North side.
November 3, 2016	Reinspection by Martha Swartz found graffiti still remains on North side.

Recommendation: Although the property owner did not cause the damage to the property, it is his responsibility to maintain his rental properties. The owner was given proper notice, was given a written final notice, and the Manager was given a verbal notice onsite. Over 110 days after the original Notice to Remove Graffiti was posted and mailed, some graffiti still remains on the property. In addition, the graffiti that was already covered was not in a worker-like manner and must be properly removed. Per City of Kenosha Ordinances, Chapter 11.031, removal shall mean "to obliterate and eliminate graffiti by such means as will restore real property to its condition prior to defacement by graffiti." Staff recommends denial of the petitioners' request.

MES:jmu



FOR OFFICE USE ONLY	
Date received	_____
Permit #	_____ or _____
Case #(s)	_____
Meeting Date	_____

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6801 14th Date: _____

Appeal is for: _____ Special Charge Reinspection Fee _____ Board-up Fee _____ Penalty Fee
_____ Vision Clearance _____ Other _____

Amount: _____

Property Owner: PAUL COX

Petitioner: ALBERT GONZALES (MANAGER)

Mailing Address: 6547 7th Kenosha, WI / Pleasant Prairie

Home Phone Number: _____ Daytime Phone Number: 262-620-0661

E-mail Address: _____

Reason for Appeal (if more space is needed, please attach information to this form): I

FEEL THE VICTIM OF A CRIME SHOULD NOT RECEIVE A FINE FOR ACTIONS THEY DID NOT TAKE. I HATED SOMEONE TO TAKE CARE OF THE ISSUE AND THEY DID HOWEVER, THEY DIDN'T GET ENOUGH OF IT OFF. I EVEN INSTALLED A \$400.00 SECURITY CAMERA SYSTEM TO HELP PREVENT THIS BUT I AM STILL GETTING THESE REINSPECTION FEE. I AM ASKING THESE FINES BE RESCINDED.

Petitioner's Signature: [Signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254

CITY OF KENOSHA
DEPT. OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

G160114

CASE #: G160114 INSPECTOR: NUISANCE INSPECTOR
LOCATION: 6905 14 AV LOT #:
PROP CLASS: ZONING: B-1 UNITS: BUILDING: LAND:
ACCESS:
PARCEL: 05-123-06-312-004 ALD DIST: ALDERMEN
EMERGENCY: OWNER CONTACTED: Y COMPLAINT TAKEN: 07/06/2016 TAKEN BY: HDARYLA
COMPLAINANT:
ARMSTRONG

PHONE:

OCCUPANT:

NUMBER OF PEOPLE: TIME THERE: EVICTION: MOVING:
CONTACT:
MAKE APPOINTMENT: AVAILABLE:
HOME PHONE: WORK PHONE:

OWNER:

PAUL R COX
10130 122ND ST
PLEASANT PRAIRIE, WI 53158
PHONE:

MANAGER:

CAUTION:

REQUEST FOR SERVICE:

GRAFFITI ON SOUTH AND NORTH SIDE OF BUILDING.

ADDITIONAL CASES:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
H001105	CLO	JED	9/18/00
H110477	CLO	MES	6/16/11

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100 ♦ Kenosha, WI 53140 ♦ Phone 262.653.4263

NOTICE TO REMOVE GRAFFITI

NWD
7-22-16

Case # 6160114

Owner: Paul B Cox

Address: 10130 122nd St Pleasant Prairie WI 53158

Property located at 6905 14 Avenue Kenosha, Wisconsin.

On the 6 day of July, 2016 a representative of the Department of Community Development and Inspections inspected the premises owned by you at the above-noted address.

The inspection indicated the subject property is in violation of Sections 11.031 and 16.17(O) of the *Code of General Ordinances*. Graffiti was found on the following surface(s):

- ♦ North side
- ♦ South side

PLEASE TAKE NOTICE that you are hereby ordered and required to completely obliterate and eliminate all graffiti by 7-21-16 by such means as will restore the real property to its condition existing prior to the defacement by graffiti.

Should you fail to completely obliterate and remove all graffiti in a workmanlike manner by _____ 7-21-16, you may be subject to municipal citations and/or reinspection fees.

ABATEMENT (Section 16.17 O)

In the event you do not remove the graffiti as ordered, the Code Official may have the graffiti removed and shall recover the cost of said graffiti removal through a special assessment levied against the benefited property. A One-hundred Dollar (\$100.00) Administrative Fee shall be added for processing the special assessment against the benefited property.

APPEALS PROCEDURE (Section 16.13)

This order may be appealed if a written petition for a hearing is filed with the Department Director within forty-eight (48) hours from the date this order was served. An appeal fee of Twenty-five Dollars (\$25) must accompany the written petition.

If you have any questions regarding this Notice to Remove Graffiti, please contact your inspector at 262.653. 4279.

Signed Daryl Jennings Hand Delivered _____

Posted 7-16-16 Mailed _____

NOTE Hand Delivered to Paul B Cox



Case Number: G160114
July 25, 2016

FINAL NOTICE

Paul Cox
10130 122nd Street
Pleasant Prairie, WI 53158

Dear Property Owner:

Subject: Graffiti Removal at 6905 14th Avenue

To date, you have not completed the repairs required by the *Order to Repair* issued to you on July 6, 2016. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future re-inspections that show the repairs have not been made. The amount of the re-inspection fee will begin at \$72.00, and escalate for each re-inspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **August 9, 2016, (unless otherwise noted)** you will be issued up to (1) citation(s) at a minimum of \$187.00 each for the following items:

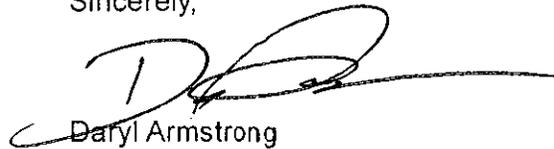
- ◆ Graffiti on North and South face of building.

Abatement (Section 16.17 O)

In the event you do not remove the graffiti as ordered, The Code Official may have the Graffiti removed and shall recover the cost of said graffiti removal through a special assessment levied against the benefited property. A One-hundred Dollar (\$100.00) Administrative Fee shall be added for processing the special assessment against the benefited property.

Please call me at 262.653.4279 or e-mail me at darmstrong@kenosha.org with any questions regarding this notice.

Sincerely,



Daryl Armstrong
Nuisance Inspector

DA:jmu
attachment

Wackodrats
Dies Dh

11
~~Wackodrats~~

07/29/2016 10:30

6905-14 Avenue



07/29/2016 10:31

6905-14 Avenue

Wachobroets

Dieb

08/31/2016 09:20

6905-14 Avenue



08/31/2016 09:20

6905-14 Avenue



10/24/2016 13:27

6905-14 Avenue



10/24/2016 13:29

6905-14 Avenue



10/24/2016 13:30

OPEN 24 HOURS

6905-14 Avenue



COMMUNITY DEVELOPMENT & INSPECTIONS

October 26, 2016

Paul Cox
10130 122nd Street
Pleasant Prairie, WI 53158

Dear Paul Cox:

Subject: Appeal

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7 at 6:00 pm in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change). Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4259)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4259 or jurban@kenosha.org.

Sincerely,



Jillian Urban

JMU



COMMUNITY DEVELOPMENT & INSPECTIONS

October 26, 2016

Albert Gonzales (Manager)
6547 7th Avenue
Kenosha, WI 53143

Dear Albert Gonzales:

Subject: Appeal

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7 at 6:00 pm in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change). Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4259)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4259 or jurban@kenosha.org.

Sincerely,

Jillian Urban

JMU





11/03/2016



TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Doug Kroening, Property Maintenance Inspector *DK*
Department of Community Development and Inspections

RE: **Request from Robert J Sirrell for Rescindment of a Reinspection Fee in the Amount of \$72.00 for 6102 25th Avenue, Parcel Number 01-122-01-105-001**

DATE: October 25, 2016

The property owner, Robert J Sirrell, is requesting the rescindment of Special Charges in the amount of \$72.00. In the appeal, Mr. Sirrell states the reason for the request is that the house was built with open rafter tails and that the soffits were not necessary and were installed on the dormer to match the City built homes.

The following sequence of events is pertinent to this appeal:

June 25, 2014	The initial inspection for the Neighborhood Inspection Program was completed on this date.
June 30, 2014	Advisory Notice was mailed to the owner of record.
April 10, 2015	A reinspection of the property disclosed violations still remain.
April 20, 2015	A Spring Extension letter was mailed.
September 9, 2015	A reinspection of the property disclosed work in progress.
September 18, 2015	A Notice to Complete was mailed.
March 30, 2016	A reinspection of the property disclosed that no work was done.
April 29, 2016	Orders to Repair were issued for the remaining violations on the property. Issued to allow enforcement of remaining violations.
August 8, 2016	A resinspection of the property disclosed that the soffits were not installed, however, the steps were repaired. Reinspection Fee #1 was charged in the amount of \$72.00 for failure to correct all violations.
October 4, 2016	A reinspection of the property disclosed that soffits have been installed. The file has been closed.

Recommendation: Denial of the petitioner's request to rescind the Special Charge for Reinspection Fees.

DMK:jmu



RECEIVED
OCT 7 2016
DEPARTMENT OF
COMMUNITY DEVELOPMENT & INSPECTIONS

FOR OFFICE USE ONLY
Date received _____
Permit # _____ or
Case #(s) H140314
Meeting Date _____

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6102 - 25th Ave Date: 9-15-16

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: _____

Property Owner: Robert J Sirrell

Petitioner: Robert J Sirrell Jr

Mailing Address: 4228 - 124th St Pleasant Prairie, WI 53158

Home Phone Number: _____ Daytime Phone Number: _____

E-mail Address: rsirrell@wi.rr.com / sirrell.Robert@yahoo.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

I am appealing this fee as this house was built with open rafter tails and if that is what you want to see, I will gladly take all Soffit & Fascia off as this house is really one of the nicer ones on the block. The dormer was done to match several of the cities infill houses with same products. As for front steps, Risers & Treads were replaced even though originals were a far better product and weren't rotten as description of report states.

Petitioner's Signature: [Signature]

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254



COMMUNITY DEVELOPMENT & INSPECTIONS

October 26, 2016

Robert Sirrell Jr
4228 124th Street
Pleasant Prairie, WI 53158

Dear Robert Sirrell Jr:

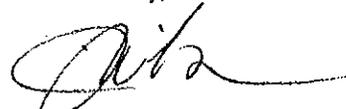
Subject: Appeal

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7 at 6:00 pm in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change). Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4259)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4259 or jurban@kenosha.org.

Sincerely,



Jillian Urban

JMU

City of Kenosha, 625 52nd Street, Room 100, Kenosha, Wisconsin 53140 | T: 262.653.4263 | F: 262.653.4254

KENOSHA.ORG



09/08/2016



COMMUNITY DEVELOPMENT & INSPECTIONS

Case No: H140314
April 29, 2016

ROBERT J SIRRELL
4228 124TH ST
PLEASANT PRAIRIE, WI 53158

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 6102 25 AVE

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections. The inspection is a part of a neighborhood inspection program currently underway in your neighborhood.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the last page of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4104. If it is more convenient, you may e-mail me at dkroening@kenosha.org.

Sincerely,



DOUG KROENING
Property Maintenance Inspector

DMK:jmu
Attachment

ORDER TO REPAIR

City of Kenosha
Department of Community Development and Inspections
625 52ND Street, Room 100, 262.653.4263

Location of Violation: 6102 25 AVE

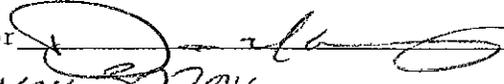
Case #: H140314

Owner/Violator: ROBERT J SIRRELL
4228 124TH ST
PLEASANT PRAIRIE, WI 53158

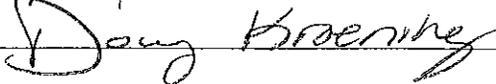
You are hereby notified of the following violations of the *Code of General Ordinances* at the above property. You are required to correct the following violations by **May 31, 2016, (except where otherwise noted)**. Failure to do so may result in reinspection fees and/or municipal citations. Repairs shall be made in a workmanlike manner. All repairs shall match existing materials, architecture, and colors.

1. MISSING ALUMINUM SOFFIT AND FASCIA ON SOUTH SIDE OF EAST DORMER
Per Section 16.18 E, all exterior walls and surfaces shall be maintained structurally sound, free from holes and loose or rotting materials, in good repair, and maintained weatherproof. No windows or doors required for light or ventilation shall be removed. Doors and windows not required may be removed by removing all trim, installing framing as necessary, and siding to match the existing siding. All work shall be done in a workmanlike manner.
2. ROTTED WOOD ON EAST PORCH TREADS AND RISERS. A PERMIT IS REQUIRED IF REPLACING ENTIRE STEPS
Per Section 16.18 I, every exterior stairway, deck, porch, ramp, balcony, and all appurtenances attached thereto, shall be maintained structurally sound and all in good repair with the proper anchorage.

Please see attached page for important information

DOUG KROENING, Inspector 

Date of Inspection March 3, 2016

Posted on April 29, 2016 by 



Case Number: H140314
September 18, 2015

Robert Sirrell
4228 124 Street
Pleasant Prairie, WI 53158

NOTICE TO COMPLETE

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 6102 25 Avenue

A re-inspection of subject property was conducted on September 9, 2015.

Although the majority of the violations were corrected, the following items were not completed:

- ◆ Missing aluminum soffit and fascia on South side of East dormer
- ◆ Rotted wood on East porch treads and risers

You have been granted an extension until **October 19, 2015**, to complete the work as indicated above. If the work has not been completed by that date, your property will be considered to remain in a noncompliance status; and, you may be charged a fee for any re-inspections that show the repairs have not been made, or issued citations for any remaining violations.

Please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:jmu



Case No: H140314
April 17, 2015

Robert J. Sirrell
4228 124th Street
Pleasant Prairie, WI 53158

Dear Mr. Sirrell:

SUBJECT: Property Maintenance Code Violations at 6102 25th Avenue

Last fall, you were granted an extension until spring to finish the repairs listed in our original *Order to Repair*. This letter serves as a reminder that we expect all repairs to be completed by **June 1, 2015**. The following violations remain to be completed:

- ◆ Missing aluminum soffit and fascia on south side of east dormer
- ◆ Chipped paint on east storm door, torn screen on east door
- ◆ Rotted wood on east porch treads and risers. A permit is required if replacing entire steps

A final inspection will be made on or about June 2, 2015. If the above violations are not corrected, you may be subject to a reinspection fee and/or the issuance of citations.

If you have any questions, please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org.

Sincerely,


Doug M. Kroening
Property Maintenance Inspector

DMK:saz

Planning & Zoning

Community Development

262.653.4030
262.653.4045 FAX
Room 308



Building Inspections

Property Maintenance

262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140

www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H140314

June 30, 2014

ROBERT J SIRRELL
4228 124TH ST
PLEASANT PRAIRIE, WI 53158

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 6102 25 AVE

The Department of Community Development and Inspections has recently inspected your property as part of our Neighborhood Inspection Program. The inspection revealed minor violations as follows:

1. MISSING ALUMINUM SOFFIT AND FASCIA ON SOUTH SIDE OF EAST DORMER
2. CHIPPED PAINT ON PORCH SURFACES AND FOUNDATION
3. MISSING TRIM ON EAST STORM DOOR; TORN SCREEN ON EAST DOOR
4. ROTTED WOOD ON EAST PORCH TREADS AND RISERS. A PERMIT IS REQUIRED IF REPLACING ENTIRE STEPS

Although we will not be issuing an *Order to Repair* at this time, we suggest that you make the needed repairs within 30 days from receipt of this letter. A follow-up inspection will be conducted to ensure the violations have been corrected. If necessary, orders will be issued at that time.

Your cooperation is appreciated. If you have any questions, please call me at 262.653.4253. If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

Handwritten signature of Martha E. Swartz in cursive.

MARTHA E. SWARTZ
Property Maintenance Inspector

MES:saz

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the City of Kenosha Finance Committee

FROM: Doug Kroening, Property Maintenance Inspector 
Department of Community Development and Inspections

RE: Request from James R Walter and Joanne R Kramer for Rescindment of a Reinspection Fee in the Amount of \$72.00 for 2225 63rd Street, Parcel Number 01-122-01-176-004

DATE: October 25, 2016

The property owners, James R Walters and Joanne R Kramer, are requesting the rescindment of Special Charges in the amount of \$72.00. In the appeal, Mr. Walters states that the reason for the request is that the tuck pointing was listed as the West side of the building, which was repaired, inspected and approved by Martha Swartz, but never closed. Mr. Walters also states that the Order to Repair indicated the West wall was to be repaired and not the North wall, which was being enforced.

The following sequence of events is pertinent to this appeal:

September 17, 2014 The initial inspection for the Neighborhood Inspection Program was completed on this date.

September 24, 2014 Orders posted to the property and mailed to the owner of record.

October 10, 2014 Phone conversation with the owner, who indicated that a tuckpointer was hired to do the work.

Case was transferred to Doug Kroening, Property Maintenance Inspector

May 12, 2015 A reinspection of the property disclosed that no work was done.

May 19, 2015 A Spring Extension Letter was mailed to the owner of record.

September 16, 2015 A reinspection of the property disclosed work in progress.

September 18, 2015 A Notice to Complete was mailed to the owner of record.

April 1, 2016 A reinspection of the property disclosed that no work was done.

August 28, 2016 A Final Notice was mailed to the owner of record.

September 13, 2016 A reinspection of the property disclosed the tuck pointing was not completed. Reinspection Fee #1 was charged in the amount of \$72.00 for failure to correct all violations.

September 20, 2016 A meeting onsite with the property owner disclosed that the West wall was indicated on the Order to Repair, not the North wall. Inspector indicated to the owner that tuck pointing would be needed on the North wall, however, the Department's case will be closed as the order was only for the West wall.

Recommendation: Approval of the petitioners' request to rescind the Special Charge for Reinspection Fees due to a Department oversight.

DMK:jmu



FOR OFFICE USE ONLY	
Date received	11/13/16
Permit #	3 or
Case #(s)	H14 2261
Meeting Date	

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 3225 63rd ~~Ave.~~ Street, Kenosha Date: 10-13-16
01-122-01-176-004
 Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee Dist. 3
 Vision Clearance Other _____

Amount: \$ 72.00

Property Owner: James R Walters & Joanne R Kramer

Petitioner: same as above

Mailing Address: 7629 17th Ave., Kenosha, WI 53143

Home Phone Number: 262-925-9260 Daytime Phone Number: 262-960-4628

E-mail Address: _____

Reason for Appeal (if more space is needed, please attach information to this form): The complaint was for tuck pointing on the West side of the building which was repaired, inspected and approved by Martha from your department. We then received a reinspection fee with a complaint that stated the North wall of the building (tuck pointing) was not repaired. That was never written up as a needed repair by your department. After a call to your department we found Martha had not closed the case for the repair that was done.

Petitioner's Signature: James R Walters Joanne R Kramer

Please return to:
 Department of Community Development and Inspections
 625 52nd Street, Room 100, Kenosha, Wisconsin 53140
 Phone: 262.653.4263; Fax: 262.653.4254



Case Number: H142261
April 28, 2016

FINAL NOTICE

James Walters and Joanne Kramer
7629 17th Avenue
Kenosha, WI 53143

Dear Property Owner(s):

Subject: Property Maintenance Code Violations at 2225 63rd Street

To date, you have not completed the repairs required by the *Order to Repair* issued to you on September 24, 2015. In accordance with Section 16.251 of the *Code of General Ordinances*, a fee may be charged for any future re-inspections that show the repairs have not been made. The amount of the re-inspection fee will begin at \$72.00, and escalate for each re-inspection (with a maximum fee of \$360.00). If violations are not corrected at subject property by **May 30, 2016**, you will be issued up to (1) citation(s) at a minimum of \$187.00.

1. Brick joints on upper West lacking mortar

Please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,



Doug M. Kroening
Property Maintenance Inspector

DMK:jmu
attachment



Case Number: H142261
September 18, 2015

James Walters and JoAnne Kramer
7629 17 Avenue
Kenosha, WI 53143

NOTICE TO COMPLETE

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 2225 63 Street

A re-inspection of subject property was conducted on September 16, 2015.

Although the majority of the violations were corrected, the following items were not completed:

- ◆ Lacking mortar on wall brick joints on upper West

You have been granted an extension until **October 19, 2015**, to complete the work as indicated above. If the work has not been completed by that date, your property will be considered to remain in a noncompliance status; and, you may be charged a fee for any re-inspections that show the repairs have not been made, or issued citations for any remaining violations.

Please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org with any questions regarding this notice.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:jmu



Case No: H142261
May 18, 2015

James Walters
Joanne R. Kramer
7629 17th Avenue
Kenosha, WI 53143

Dear : Property Owner,

SUBJECT: Property Maintenance Code Violations at 2225 63^d Street

Last fall, you were granted an extension until spring to finish the repairs listed in our original *Order to Repair*. This letter serves as a reminder that we expect all repairs to be completed by **June 25, 2015**. The following violations remain to be completed:

- ◆ Wall/Trim: Lack mortar on brick joint on upper west
- ◆ Chipped paint on north surfaces

A final inspection will be made on or about **June 26, 2015**. If the above violations are not corrected, you may be subject to a reinspection fee and/or the issuance of citations.

If you have any questions, please call me at 262.653.4104 or e-mail me at dkroening@kenosha.org.

Sincerely,

Doug M. Kroening
Property Maintenance Inspector

DMK:mms

Planning & Zoning
Community Development
262.653.4030
262.653.4045 FAX
Room 308



Building Inspections
Property Maintenance
262.653.4263
262.653.4254 FAX
Room 100

DEPARTMENT OF COMMUNITY DEVELOPMENT & INSPECTIONS

Municipal Building · 625 52nd Street · Kenosha, WI 53140
www.kenosha.org

Jeffrey B. Labahn, Director

Richard Schroeder, Deputy Director

Case No: H142261
September 22, 2014

JAMES R WALTERS
JOANNE R KRAMER
7629 17TH AVE
KENOSHA, WI 53143

Dear Property Owner:

SUBJECT: Property Maintenance Code Violations at 2225 63 ST

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections. The inspection is a part of a neighborhood inspection program currently underway in your neighborhood.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the last page of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4253

If it is more convenient, you may e-mail me at mswartz@kenosha.org.

Sincerely,

DEPARTMENT OF COMMUNITY
DEVELOPMENT AND INSPECTIONS

MARTHA E. SWARTZ
Property Maintenance Inspector

MES:mms
Attachment

ORDER TO REPAIR

City of Kenosha
Department of Community Development and Inspections
625 52ND Street, Room 100, 262.653.4263

Location of Violation: 2225 63 ST

Case #: H142261

Owner/Violator: JAMES R WALTERS
JOANNE R KRAMER
7629 17TH AVE
KENOSHA, WI 53143

You are hereby notified of the following violations of the *Code of General Ordinances* at the above property. You are required to correct the following violations by **October 24, 2014**, (except where otherwise noted). Repairs shall be made in a workmanlike manner.

1. WALL/TRIM: LACK MORTAR ON BRICK JOINT ON UPPER WEST
Per Section 16.18 E, all exterior walls and surfaces shall be maintained structurally sound, free from holes and loose or rotting materials, in good repair, and maintained weatherproof. No windows or doors required for light or ventilation shall be removed. Doors and windows not required may be removed by removing all trim, installing framing as necessary, and siding to match the existing siding. All work shall be done in a workmanlike manner.
2. CHIPPED PAINT ON WOOD SURFACES ON NORTH
Per Section 16.18 A, all exterior walls and surfaces shall be free from decay, missing parts, serious cracking, irregularities, and peeling, flaking, and chipped paint. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, and chipped paint shall be eliminated and affected surfaces treated and repainted in a workmanlike manner. All surface repairs shall be completed to closely match the existing surface color and texture.

Please see attached page for important information

MARTHA E. SWARTZ, Inspector Martha Swartz

Date of Inspection 9-17-14

Mailed 9-24-14 by Martha Swartz
Posted



09/13/2016



COMMUNITY DEVELOPMENT & INSPECTIONS

October 26, 2016

James Walters and Joanne Kramer
7629 17th Avenue
Kenosha, WI 53143

Dear James Walters and Joanne Kramer:

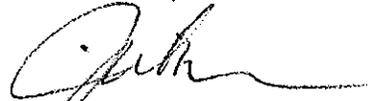
Subject: Appeal

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7 at 6:00 pm in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change). Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4259)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 pm in Room 200 of the Municipal Building following the Finance Committee meeting.

If you have any questions, please contact me at 262.653.4259 or jurban@kenosha.org.

Sincerely,



Jillian Urban

JMU

TO: John M. Antaramian, Mayor
Members of the City of Kenosha Common Council
Members of the Finance Committee

FROM: Mark Sanchez, Property Maintenance Inspector *MJS*
Department of Community Development and Inspections

SUBJECT: Request from Bradly Pellegrin Rescind a Reinspection Fee in the Amount of \$180.00 for the Property Located at 6300 10th Avenue

DATE: November 2, 2016

The owner of the subject property, Bradly Pellegrin, is requesting the rescindment of the following fee issued for subject property:

1. Reinspection Fee in the amount of \$180.00

In the appeal, Mr. Pellegrin states that the reason for the request is that he intends to use the funds to make the appropriate repairs needed on the house. He was unaware of the fees due to a poor management company's oversight. Mr. Pellegrin is prepared to work with the City and the Officials in any way possible to meet the Ordinance requirements.

The following is a history for subject property as it pertains to this case:

October 7, 2015	Received complaint regarding a fire at subject address. Conducted exterior inspection.
October 14, 2015	Posted Order to Repair.
November 13, 2015	Reinspection showed no work done.
December 4, 2015	Reinspection showed no work done.
January 13, 2016	Minor work done on property. Trash was removed
March 13, 2016	Sent Final Notice to management company and owner's address of record
April 20, 2016	Minor work done – tuckpointing on foundation
May 6, 2016	No further work done
June 20, 2016	No work done. Reinspection Fee #1 for \$72.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on August 15, 2016

July 8, 2016	No work done. Reinspection Fee #2 for \$90.00 was issued; and, since payment was not received, specially charged to property, along with a \$100.00 administrative fee, on September 19, 2016
July 29, 2016	No work done. Reinspection Fee #3 for \$180.00
August 3, 2016	Met with Mr. Pellegrin on property. He explained that he was aware that his management company did a poor job regarding the condition of the property; and, that he did not know anything about the fees or violations.
August 9, 2016	Owner working on property
August 26, 2016	Owner replaced broken windows and portions of roof
September 13, 2016	Owner repaired gutters and fence
September 28, 2016	Owner repaired all violations except the siding on the west wall. The siding was damaged by the fire

Recommendation:

Staff recommends denial of the petitioner's request.

MJS:saz
Attachments



FOR OFFICE USE ONLY	
Date received	9/8/16
Permit #	n/a or
Case #(s)	H152178
Meeting Date	11/7/16

APPLICATION FOR APPEAL TO COMMON COUNCIL
Form #CDI162 (rev. 03/16)

Property Address: 6300 10th Avenue Date: 05 September 2016

Appeal is for: Special Charge Reinspection Fee Board-up Fee Penalty Fee
 Vision Clearance Other _____

Amount: \$ 902.00

Property Owner: Bradly Pellegrin

Petitioner: Bradly Pellegrin

Mailing Address: 6300 10th Avenue

Home Phone Number: 251-577-2471 Daytime Phone Number: 251-577-2471

E-mail Address: bdp155@gmail.com

Reason for Appeal (if more space is needed, please attach information to this form): _____

Intend to appropriate fees to property renovation

Ignorance of property condition due to poor management company oversight

Prepared to work with the city and its officials in any way possible to meet ordinances & requirements

Petitioner's Signature: Bradly Pellegrin

RECEIVED
SEP 08 2016
by _____
CDI - Rm 100

Please return to:
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, Wisconsin 53140
Phone: 262.653.4263; Fax: 262.653.4254



Case No: H152178
Date: 10/14/2015

Dear Property Owner:

Subject: Property Maintenance Code Violations at 6306 10th AV

A recent inspection of the premises referenced above was made by a representative of the City of Kenosha, Department of Community Development and Inspections.

The inspection revealed conditions that violate the *Code of General Ordinances* of the City of Kenosha, Wisconsin. Attached is an *Order to Repair* notice which lists each violation and the time allowed for compliance.

Your right to appeal the order is explained on the reverse side of the *Order to Repair* notice.

We appreciate your cooperation in correcting the noted violations. This action will improve the condition of your property and the quality of the surrounding neighborhood. If you have any questions regarding this matter, please call me at 262.653.4272. If it is more convenient, you may e-mail me at msanchez@kenosha.org.

Sincerely,

Mark J. Sanchez

Property Maintenance Inspector

MJS;jmu

Attachment

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 6300 10th Av Case #: HIS 2178

Violator: Same as Owner

Owner: Brad Pellegrin
6300 10th Ave.
Kenosha WI
53143

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.

Table with 2 columns: DATE TO COMPLY: and Violations and Required Corrections:
11/13/15 Remove all trash from property. 16.17A
11/13/15 Repair or replace all broken damaged and missing gutters on house and garage. 16.18F
11/13/15 Provide proper tuck jointing to foundation walls on house. 16.18D
11/13/15 Repair or replace all broken, cracked and boarded windows on house and garage. 16.18L
11/13/15 Repair or replace roof on house which has missing and damaged shingles. 16.18F

If you have any questions, please contact your inspector at 262.653.4272

Mark J. Sanchez

Inspector

10/07/2015

Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 14 Day of October, 2015

Inspector signature

Inspector

ORDER TO REPAIR

CITY OF KENOSHA
Department of Community Development and Inspections
625 52nd Street, Room 100, Kenosha, WI 53140 ♦ Phone: 262.653.4263

Location of Violation: 6300 10th AV Case #: H152178

Violator: same as Owner

Owner: Brad Pellegrin
6300 10th AV
Kenosha WI
53143

You are hereby notified of the following violations of the Code of General Ordinances at the above property. Please correct the following violations within the allotted time frame. Failure to do so may result in reinspection fees and/or municipal citations. **REPAIRS SHALL BE MADE IN A WORKMANLIKE MANNER. ALL REPAIRS SHALL MATCH EXISTING MATERIALS, ARCHITECTURE, AND COLORS.**

DATE TO COMPLY:	Violations and Required Corrections:
<u>11/13/15</u>	<u>Repair or replace fence on property which has broken, damaged and missing slats/panels. 16.17 M</u>
<u>11/13/15</u>	<u>Plant grass where there are bare spots in front, side and back yards. 16.17G</u>
<u>11/13/15</u>	<u>Repair, replace or remove all landscape timbers which are rotted, damaged and leaning. 16.17 G</u>
<u>11/13/15</u>	<u>Repair or replace all damaged siding on house and garage. 16.18A</u>

If you have any questions, please contact your inspector at 262.653.4272

Mark J. Sanchez
Inspector

10/07/2015
Date of Inspection

SEE THE REVERSE SIDE OF THIS PAGE FOR IMPORTANT INFORMATION ABOUT THIS ORDER.

Posted 14 Day of October, 2015

[Signature]
Inspector



COMMUNITY DEVELOPMENT & INSPECTIONS

October 11, 2016

Bradly Pellegrin
6300 10th Avenue
Kenosha, WI 53140

Dear Mr. Pellegrin:

Subject: Request for Rescindment of Reinspection Fees – 6300 10th Avenue and 6322 24th Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, November 7, 2016, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52nd Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

The recommendation of the Finance Committee will be acted upon by the Common Council at their regular meeting to be held at 7:00 p.m. in Room 200 of the Municipal Building following the Finance Committee meeting.

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

Sincerely,

Sue Zampanti
Office Associate

/SAZ

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 19

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 10/01/16 through 10/15/16 and have approved the disbursement as follows:

1. Checks numbered from 161900 through 162273 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>2,965,859.01</u>
SUBTOTAL	<u>2,965,859.01</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers
from the same period: 1,257,313.42

TOTAL DISBURSEMENTS APPROVED **4,223,172.43**

Daniel Prozanski Jr.

Anthony Kennedy

Dave Paff

Patrick Juliana

Scott Gordon

Curt Wilson

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

Respectively submitted,



Finance Committee Agenda Item 28
November 7, 2016 Pg. 222
Director of Finance
Common Council Agenda Item M.6.

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

PREPARED FOR: Finance Committee
ITEM: Disbursement Record #19

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 10/18/2016

Prepared By: *lb*

Reviewed By:

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161900	10/05	ICMA RETIREMENT TRUST	110-00-21572-000-000	9/16-30/16 DEDCTS	61,063.66
			110-00-21599-000-000	9/16-30/16 DEDCTS	12,019.18
			110-00-21524-000-000	9/16-30/16 DEDCTS	460.00
				..... CHECK TOTAL	73,542.84
161901	10/05	INTERSTATE ELECTRIC SUPPLY	632-09-50101-235-000	09/16 SE ELECTRICAL	61.20
161902	10/05	KRANZ, INC.	630-09-50101-393-000	09/16 PRODUCTS & MAT	1,464.45
161903	10/05	KENOSHA JOINT SERVICES	110-02-52103-341-000	08/16 PATROL FUEL	14,500.65
			110-02-52103-345-000	08/16 PATROL FLEET M	5,172.30
			110-02-52102-341-000	08/16 DET FUEL	2,163.57
			110-02-52109-341-000	08/16 K-DOG FUEL	544.06
			110-02-52102-345-000	08/16 DET FLEET MAIN	475.92
			110-02-52103-341-000	08/16 MOTORCYCLE FUE	353.64
			110-02-52103-341-000	08/16 ADMIN FUEL	154.26
			110-02-52109-345-000	08/16 K-DOG FLEET MA	99.96
				..... CHECK TOTAL	23,464.36
161904	10/05	KENOSHA CO HUMANE SOCIETY	110-00-21119-000-000	ESCROW 7811 60 AVE	4,400.00
161905	10/05	KENOSHA COUNTY SHERIFF DEPT	110-02-52108-256-000	08/16 PRISONER MAINT	939.75
161906	10/05	KENOSHA NEWS	110-01-50101-321-000	09/16 8/15 MINUTES	303.17
			110-01-50101-321-000	09/12 1ST RDNG	13.06
				..... CHECK TOTAL	316.23
161907	10/05	KENOSHA WATER UTILITY	227-09-50101-223-000	5/31-7/31/16 SWU	14,950.38
161908	10/05	WE ENERGIES	110-03-53109-221-000	8/18-9/19	2,352.95
			110-02-52203-221-000	8/15-9/14	993.40
			110-03-53109-221-000	8/17-9/16	911.61
			110-03-53109-221-000	8/15-9/14	828.38
			110-05-55109-221-000	8/15-9/14	651.60
			110-03-53109-221-000	7/24-9/21	625.26
			110-05-55109-221-000	8/18-9/19	624.54
			110-02-52203-221-000	8/15-9/14	600.66
			110-03-53109-221-000	8/11-9/12	490.78
			110-03-53109-221-000	8/19-9/20	378.00
			110-05-55109-221-000	8/17-9/16	272.36
			110-03-53103-221-000	8/14-9/13	271.37
			110-05-55102-221-000	8/16-9/15	168.68
			110-05-55102-221-000	10/16 ELECTRIC	150.58
			110-03-53109-221-000	8/14-9/13	136.17
			110-05-55109-221-000	8/16-9/15	124.22
			110-02-52203-222-000	8/14-9/13	71.60
			110-05-55109-221-000	8/12-9/13	70.50
			632-09-50101-221-000	8/18-9/19	44.29

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52203-222-000	8/15-9/13	38.74
			110-05-55109-221-000	10/16 ELECTRIC	37.02
			110-03-53109-221-000	8/21-9/20	36.83
			519-09-50106-221-000	8/14-9/13	34.64
			110-05-55109-221-000	8/14-9/13	32.81
			110-05-55109-221-000	8/19-9/20	29.24
			110-05-55109-221-000	8/21-9/20	19.64
			110-05-55109-222-000	8/14-9/13	9.90
				..... CHECK TOTAL	10,005.77
161909	10/05	WE ENERGIES	227-09-50101-221-000	8/10-9/11 KEP #3	389.01
			227-09-50101-221-000	8/2-31/16 2599 53 ST	179.35
			227-09-50101-221-000	8/10-9/11/16 KEP #4	173.07
			227-09-50101-221-000	8/10-9/11 KEP #2	17.46
				..... CHECK TOTAL	758.89
161910	10/05	STATE OF WISCONSIN	110-00-21901-999-000	08/16 COURT COSTS	13,730.10
			110-00-21911-999-000	08/16 COURT COSTS	8,298.97
			110-00-45104-999-000	08/16 COURT COSTS	2,280.00
				..... CHECK TOTAL	24,309.07
161911	10/05	OAKES & SON, INC., A. W.	236-06-50407-259-000	RESURFACING PROJECT	138,607.74
			403-11-51202-588-000	RESURFACING PROJECT	31,304.00
			288-06-50407-259-000	RESURFACING PROJECT	23,313.73
			403-11-51402-588-000	RESURFACING PROJECT	14,168.47
				..... CHECK TOTAL	207,393.94
161912	10/05	KENOSHA WATER UTILITY	501-00-13114-000-000	SHOULD BE 7409 32ND	68.72
			501-00-13114-000-000	S/B 4912 7TH AVE	68.01
				..... CHECK TOTAL	136.73
161913	10/05	BROOKS TRACTOR, INC.	630-09-50101-393-000	09/16 SE PARTS & MAT	224.04
161914	10/05	KENOSHA WATER UTILITY	110-00-21914-000-000	WATER BILL COLLECTIO	17,716.28
			110-00-21913-000-000	TEMP PERMITS	13,758.24
			110-00-21913-000-000	TEMP PERMITS	8,318.68
			110-00-21914-000-000	WATER BILL COLLECTIO	4,786.01
				..... CHECK TOTAL	44,579.21
161915	10/05	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	4TH QTR ADM	6,000.00

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161916	10/05	WI IAAI	110-02-52204-264-000	FALL SEMINAR WALDSCH	225.00
161917	10/05	INDUSTRIAL MARKETING	630-09-50101-393-000	09/16 SWEEPER PARTS	152.66
161918	10/05	EMS MEDICAL BILLING ASSOC.	206-02-52205-219-000	8/16 BILLING FEE	11,448.29
			206-02-52205-219-000	7/16 COLL FEE	1,361.34
			110-00-46209-999-000	8/16 BILLING FEE	370.74
			110-00-46209-999-000	7/16 COLL FEE	291.74
				..... CHECK TOTAL	13,472.11
161919	10/05	INTERSPIRO	414-11-51605-574-000	BREATHING APPARTUS	11,989.41
			110-02-52203-235-000	07/16 SCBA PARTS	525.05
			110-02-52203-235-000	07/16 SCBA PARTS	159.00
			110-02-52203-235-000	07/16 SCBA PARTS	46.13
			110-02-52203-235-000	07/16 SCBA PARTS	46.00
				..... CHECK TOTAL	12,765.59
161920	10/05	UW MADISON	724-00-21933-000-000	P MAALOUF SCHOLARSHP	2,500.00
161921	10/05	KENOSHA PUBLIC MUSEUM	412-11-51501-589-000	REIMB. EXH. PROJ	5,165.24
161922	10/05	QUARLES & BRADY	317-12-50101-217-000	DEV. AGREEMENT	10,255.00
161923	10/05	SCHREIBER ANDERSON ASSOC.	405-11-51217-589-823	PLANS THROUGH 12/26	1,776.00
161924	10/05	MC CANN ASSOCIATES	110-01-51303-219-000	FIRE TESTING	5,388.03
161925	10/05	TOWN & COUNTRY GLASS	110-05-55109-246-000	SPBH REPAIRS	150.00
161926	10/05	US CELLULAR	110-01-51601-226-000	9/06-10/05 CD CELL S	44.46
161927	10/05	VERIZON WIRELESS	227-09-50101-219-000	8/19-9/18 KEP LINE	39.52
			227-09-50101-219-000	7/19-8/18 KEP LINE	39.52
				..... CHECK TOTAL	79.04
161928	10/05	HENRY SCHEIN	206-02-52205-318-000	09/16 MEDICAL SUPPLI	377.76
			206-02-52205-318-000	09/16 MEDICAL SUPPLI	335.60
			206-02-52205-318-000	09/16 MEDICAL SUPPLI	130.83
			206-02-52205-318-000	09/16 MEDICAL SUPPLI	130.83
			206-02-52205-318-000	09/16 MEDICAL SUPPLI	78.69
				..... CHECK TOTAL	1,053.71

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

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161929	10/05	ADVANCED DISPOSAL	205-03-53118-253-000	8/16 432.66 TONS	7,783.62
			205-03-53118-253-000	6/16 BACK HAULS	7,344.89
			205-03-53118-253-000	7/16 BACK HAULS	6,915.11
			205-00-46397-000-000	7/16 REBATE	7,648.83CR
			205-00-46397-000-000	6/16 REBATE	9,087.34CR
				..... CHECK TOTAL	5,307.45
161930	10/05	MALSACK, J	461-11-51501-581-000	09/16 CUTTING C	1,782.19
			463-11-51502-219-000	09/16 CUTTING B	1,071.50
			463-11-51502-219-000	09/16 CUTTING D	822.26
			110-09-56501-259-570	09/16 1403 68TH ST	698.40
			110-09-56501-259-570	09/16 6916 38TH AVE	199.50
			110-09-56501-259-570	09/16 6533 93RD AVE	195.81
			110-09-56501-259-570	09/16 8215 43RD AVE	155.12
			463-11-51402-219-000	09/16 5706 8TH AVE	60.29
			461-11-51401-581-000	09/16 3004 60TH ST	20.75
			461-11-51401-581-000	09/16 4907 37TH AVE	17.66
				..... CHECK TOTAL	5,023.48
161931	10/05	ELECTRICAL CONTRACTORS, INC	110-01-51801-246-000	MOVE SWITCH	310.24
161932	10/05	INSTY-PRINTS	110-01-51101-311-000	2015 CAFR COVERS	30.25
161933	10/05	KARL STORZ ENDOSCOPY-AMERICA	206-02-52205-235-000	FLAT PANEL MONITOR	1,000.00
161934	10/05	WIS DEPT OF REVENUE	761-00-21512-000-000	09/16 KCM DEDUCTS	267.00
161935	10/05	KENOSHA COUNTY TREASURER	501-00-13114-000-000	5/17 BILL SWID 20633	1,184.96
			501-00-13114-000-000	5/17 BILL SWID 20638	28.97
				..... CHECK TOTAL	1,213.93
161936	10/05	CLIFTON LARSON ALLEN	110-01-50701-211-000	#4 Y.E. 2015	10,000.00
161937	10/05	MOORE OIL COMPANY	520-09-50106-341-000	09/16 LUBRICATION PR	1,742.25
161938	10/05	COMMERCIAL RECREATION SPECL	110-05-55109-386-000	SWITCH KIT	415.00
161939	10/05	KENOSHA COUNTY INFORMATION	110-01-51102-539-000	2016 DOWNTOWN WIFI	10,000.00
161940	10/05	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000	09/16 FASTENERS	247.22
			520-09-50201-317-000	09/16 SHOP SUPPLIES	237.03
			 CHECK TOTAL	484.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161941	10/05	MENARDS (KENOSHA)	110-02-52203-357-000	08/16 FD MERCHANDISE	60.01
			110-02-52203-382-000	08/16 FD MERCHANDISE	34.96
				..... CHECK TOTAL	94.97
161942	10/05	PAYNE & DOLAN	402-11-51506-585-000	RESURFACING PROJECT	37,692.94
161943	10/05	VERNON GRAPHIX	110-01-51801-246-000	SIGNAGE CD&I, COUNCIL	25.00
161944	10/05	GIFT OF WINGS	222-09-50101-259-000	10/1/16 KITE FLIGHT	1,955.00
161945	10/05	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	09/16 DEDUCTS	1,209.77
161946	10/05	COUNTY MATERIALS CORPORATION	110-05-55109-246-000	PROSOCO SAFSTRIP 8	1,500.00
161947	10/05	MUNICIPAL PROPERTY INSURANCE	110-00-15202-000-000	POLICY ENDORSEMENT	50.00
161948	10/05	PRECISE MRM LLC.	110-03-53103-233-000	07/16 GPS AGREEMENT	640.00
			110-03-53103-233-000	08/16 GPS AGREEMENT	640.00
			110-03-53103-226-000	08/16 GPS DATA	468.50
			110-03-53103-226-000	07/16 GPS DATA	408.83
				..... CHECK TOTAL	2,157.33
161949	10/05	ARENZ, MOLTER, MACY, RIFFLE	110-09-56402-219-000	COMSYS 6/05/15	8,766.00
			110-09-56402-219-000	JNJC 8/24/15	5,116.66
			110-09-56402-219-000	COWAN 10/01/15	128.00
				..... CHECK TOTAL	14,010.66
161950	10/05	HALLMAN LINDSAY	110-05-55109-382-000	09/16 PA PAINT/PRODU	6.99
161951	10/05	IPMA- HR	110-01-51303-219-000	POLICE TEST BOOK	114.00
161952	10/05	EMILE BANKS & ASSOCIATES LLC	110-09-56402-219-000	WILSON 5/11/11	675.00
161953	10/05	KENOSHA COUNTY TREASURER	110-00-21910-999-000	08/16 FEES COLLECTED	5,796.14
			110-00-21901-999-000	08/16 FEES COLLECTED	1,756.06
			110-00-21910-999-000	08/16 FEES COLLECTED	74.99
				..... CHECK TOTAL	7,627.19
161954	10/05	GRAINGER	521-09-50101-382-000	09/16 AR PARTS AND M	69.88
			521-09-50101-241-000	09/16 AR PARTS AND M	29.28
			 CHECK TOTAL	99.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161955	10/05	TIME WARNER CABLE	520-09-50301-233-000	9/28-10/27 TRANSIT-R	179.99
			520-09-50301-233-000	9/28-10/27 NURSE PRA	35.00
			524-05-50101-219-000	10/16 MONTHLY CABLE	33.50
				..... CHECK TOTAL	248.49
161956	10/05	MARQUETTE UNIVERSITY	110-02-52204-322-000	GRANT WRITING BOOK	65.00
161957	10/05	MIDWEST GRAPHICS SERVICES	110-03-53116-219-000	08/16 WA PRINTING/CO	258.10
161958	10/05	RIMKUS, JASON	761-09-50101-111-000	5/01-8/31 AWARD	500.00
			761-00-21514-000-000	5/01-8/31 AWARD	7.25CR
			761-00-21512-000-000	5/01-8/31 AWARD	10.00CR
			761-00-21513-000-000	5/01-8/31 AWARD	25.00CR
			761-00-21511-000-000	5/01-8/31 AWARD	31.00CR
				..... CHECK TOTAL	426.75
161959	10/05	PIRO, RALPH	761-09-50101-111-000	5/01-8/31 AWARD	250.00
			761-00-21514-000-000	5/01-8/31 AWARD	3.63CR
			761-00-21511-000-000	5/01-8/31 AWARD	15.50CR
				..... CHECK TOTAL	230.87
161960	10/05	IAFF/NATIONWIDE	110-00-21574-000-000	9/16-30 DEDCTS	19,001.89
161961	10/05	GRAEF	420-11-51302-583-000	ADD'L HVAC DESIGN	330.00
161962	10/05	UW - WHITEWATER	724-00-21933-000-000	HARMS SCHOLARSHIP	5,000.00
161963	10/05	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	9/16-30/16 DEDCTS	6,944.89
			110-00-21539-000-000	9/16-30/16 DEDCTS	692.50
				..... CHECK TOTAL	7,637.39
161964	10/05	AURORA HEALTH CARE	110-01-51303-216-000	9/16 SCREENS	420.00
			110-00-15201-000-000	9/16 SCREENS	69.00
			110-00-15601-000-000	9/16 SCREENS	44.00
				..... CHECK TOTAL	533.00
161965	10/05	AURORA HEALTH CARE	611-09-50102-259-000	2016 FLU VACCINES	8,410.00
161966	10/05	C.M.A.	501-00-21128-000-000	ESCROW 2809 16 ST	2,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161967	10/05	WILLIAMS, DAVID	402-11-51504-586-000	SIDEWALK REPAIR	525.00
161968	10/05	APWA WISCONSIN CHAPTER	110-03-53101-264-000	11/2-4 REG-BILLINGSL	250.00
161969	10/05	1ST SERVICE TITLE & CLOSING	501-00-13114-000-000	OVERPAY SWID 31066	89.86
161970	10/05	CUTTING EDGE SKATING	110-00-21905-000-000	SPBH 9/16/16	300.00
161971	10/05	ANTHONSEN, JAN	611-00-49135-000-000	REFUND 09/16 INS PRM	719.05
161972	10/05	KPK CONSTRUCTION	501-00-21128-000-000	ESCROW 3708 22 ST	2,000.00
161973	10/05	SCHAILL, PAUL J	110-00-44709-000-000	BARTENDER LICENSE	50.00
161974	10/05	PARRILLI, ISABELLA	110-00-44709-000-000	BARTENDER LICENSE	50.00
161975	10/05	KLINKHAMMER, HALEY	222-09-50101-259-000	10/8/16 FALL FEST	300.00
161976	10/05	OLSEN, JEANNE	110-00-46580-000-000	CANCEL SPBH 10/16/16	250.00
			110-00-21905-000-000	CANCEL SPBH 10/16/16	250.00
			110-00-46532-000-000	CANCEL SPBH 10/16/16	25.00
				..... CHECK TOTAL	525.00
161977	10/05	MARTIN, ANGELA	110-00-21905-000-000	SPBH 9/3/16	350.00
161978	10/05	RIOS, RUBEN	110-00-21905-000-000	SPBH 9/4/16	300.00
161979	10/05	KNOX, RICHARD	110-00-21905-000-000	SPBH 9/10/16	300.00
161980	10/05	PRESTON, RICHARD	110-00-21905-000-000	SPBH 9/9/16	300.00
161981	10/05	CARLSEN, MICHAEL	110-00-46394-000-000	APPLIANCE STICKER	15.00
161982	10/05	SCHIESS, BOB	402-11-51504-586-000	SIDEWALK REPAIR	700.00
161983	10/05	ARTHUR, ANGELA	110-00-21905-000-000	SPBH 9/18/16	100.00
161984	10/05	HASSINGER, ORVILLE	402-11-51504-586-000	SIDEWALK REPAIR	590.00
161985	10/05	KAMMER, SCOTT	110-00-46394-000-000	APPLIANCE STICKER	45.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
161986	10/05	PAGEL, KATHY	110-00-21905-000-000	SPBH 9/17/16	300.00
161987	10/05	RODRIGUEZ, ROSALBA	110-00-21112-000-000	SPC ASMT REFUND	7.00
161988	10/05	MAX MANAGEMENT LLC	110-00-21112-000-000	SPC ASMT REFUND	5.34
161989	10/05	LATTERGRASS, PAULA	724-00-21933-000-000	10/8/16 FALL FEST	217.31
161990	10/05	HIGGINS, MICHAEL	110-01-50901-261-000 110-01-50901-263-000	9/13-15 WI DELLS 9/13-15 WI DELLS CHECK TOTAL	165.24 51.96 217.20
161991	10/05	KRYSTOWIAK, PETER	110-01-50901-263-000	9/14-16 WI DELLS	38.83
161992	10/05	ARGUST, KAREN	110-01-51901-311-000	DURDEN STAMP	27.42
161993	10/05	KOCHMAN, KRIS	222-09-50101-259-000	2016 FALL FEST	84.39
161994	10/07	KRANZ, INC.	630-09-50101-393-000	09/16 PRODUCTS & MAT	299.73
161995	10/07	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000 110-00-21562-000-000 110-00-21562-000-000	CITY HRLY WATER HRLY MUSEUM HRLY CHECK TOTAL	8,516.00 3,166.62 15.00 11,697.62
161996	10/07	VAN'S ROOFING, INC	633-09-50101-245-000	LEAK REPAIRS	752.85
161997	10/07	WIS DEPT OF REVENUE	110-00-21512-000-000	9/16-30/16 DEDCTS	120,158.71
161998	10/07	OAKES & SON, INC., A. W.	402-11-51604-586-000 402-11-51604-586-000 402-11-51604-586-000 403-11-51601-585-000 403-11-51601-585-000 403-11-51601-585-000	2016 SIDEWALKS 2016 SIDEWALKS 2016 SIDEWALKS 2016 CURB & GUTTER 2016 CURB & GUTTER 2016 CURB & GUTTER CHECK TOTAL	173,697.83 74,183.66 55,366.70 32,543.48 12,766.90 394.05 348,952.62
161999	10/07	REINDERS INC.	521-09-50101-344-000	REPAIRS TO TORO	3,999.94
162000	10/07	BOYS AND GIRLS CLUB	236-06-50608-259-000	#5971251-SUBGR AGMT	30,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162001	10/07	KENOSHA WATER UTILITY	205-03-53119-224-000	COMPOST SITE	119.32
162002	10/07	ELCA URBAN OUTREACH CENTER	236-06-50609-259-000	#5971237- SUBGR AGMT	12,871.62
162003	10/07	KENOSHA YMCA	236-06-50606-259-000	#5971247 -SUBGR AGMT	21,000.00
162004	10/07	AT&T	110-02-52203-225-000	9/22-10/21 REPEATER	413.26
162005	10/07	CHASE BANK KENOSHA	110-00-21513-000-000	10/7/16 HRLY DEDCTS	21,278.53
			110-00-21612-000-000	10/7/16 HRLY DEDCTS	11,742.73
			110-00-21511-000-000	10/7/16 HRLY DEDCTS	11,742.60
			110-00-21514-000-000	10/7/16 HRLY DEDCTS	3,200.75
			110-00-21614-000-000	10/7/16 HRLY DEDCTS	3,200.58
			761-00-21513-000-000	9/1-30/16 DEDCTS	634.00
			761-00-21511-000-000	9/1-30/16 DEDCTS	365.82
			761-09-50101-158-000	9/1-30/16 DEDCTS	365.80
			761-00-21514-000-000	9/1-30/16 DEDCTS	85.56
			761-09-50101-158-000	9/1-30/16 DEDCTS	85.55
				..... CHECK TOTAL	52,701.92
162006	10/07	TDS	110-01-51801-227-000	10/16 PHONE SERVICE	4,767.68
			110-00-15202-000-000	10/16 PHONE SERVICE	1,873.63
			520-09-50301-227-000	10/16 PHONE SERVICE	699.11
			110-03-53103-227-000	10/16 PHONE SERVICE	494.70
			110-00-14401-000-000	10/16 PHONE SERVICE	424.82
			632-09-50101-227-000	10/16 PHONE SERVICE	360.50
			521-09-50101-227-000	10/16 PHONE SERVICE	327.08
			110-05-55109-227-000	10/16 PHONE SERVICE	310.62
			501-09-50101-227-000	10/16 PHONE SERVICE	206.58
			110-03-53116-227-000	10/16 PHONE SERVICE	184.58
			110-02-52108-225-000	10/16 PHONE SERVICE	134.50
			520-09-50401-227-000	10/16 PHONE SERVICE	127.54
			524-05-50101-227-000	10/16 PHONE SERVICE	118.86
			110-02-52110-227-000	10/16 PHONE SERVICE	104.95
			110-02-52108-225-000	10/16 PHONE SERVICE	99.62
			520-09-50202-227-000	10/16 PHONE SERVICE	72.40
			110-02-52203-227-000	10/16 PHONE SERVICE	70.50
			206-02-52205-227-000	10/16 PHONE SERVICE	63.02
			110-05-55111-227-000	10/16 PHONE SERVICE	47.00
			110-02-52110-225-000	10/16 PHONE SERVICE	34.99
			110-01-51801-225-000	10/16 PHONE SERVICE	9.88
			520-09-50301-225-000	10/16 PHONE SERVICE	6.64
			524-05-50101-227-000	10/16 PHONE SERVICE	3.36
			521-09-50101-225-000	10/16 PHONE SERVICE	3.11
			110-03-53103-225-000	10/16 PHONE SERVICE	2.56
			632-09-50101-225-000	10/16 PHONE SERVICE	2.25
			501-09-50101-225-000	10/16 PHONE SERVICE	1.56
			110-05-55109-225-000	10/16 PHONE SERVICE	.21
			110-03-53116-225-000	10/16 PHONE SERVICE	.07
			 CHECK TOTAL	10,552.32

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162007	10/07	WIS DEPT OF TRANSPORTATION	420-11-51212-219-000	1693-45-00 BIKE/PED	2,089.22
162008	10/07	KENOSHA COMMUNITY HEALTH	288-06-50405-259-000	#5970093-SUBGR AGMT	4,000.00
162009	10/07	WIS DEPT OF REVENUE	110-00-21581-000-000	9/16-30/16 DEDCTS	1,010.91
162010	10/07	LINCOLN CONTRACTORS SUPPLY	501-09-50105-235-000 501-09-50105-235-000	REPAIR RING SAW REPAIR CUT BLADE SAW CHECK TOTAL	579.42 433.08 1,012.50
162011	10/07	RASCH CONST. & ENGINEERING	405-11-51517-589-830	VELODROME PROJECT	6,000.00
162012	10/07	CARMICHAEL COMMUNICATIONS	222-09-50101-291-000	2016 TENT SPONSOR	1,912.00
162013	10/07	CONCRETE SPECIALTIES CO.	403-11-51102-588-000 501-09-50105-355-000 403-11-51102-588-000 403-11-51102-588-000 501-09-50105-355-000	09/16 ST STRUCTURES/ 09/16 SW MATERIALS/S 09/16 ST STRUCTURES/ 09/16 ST STRUCTURES/ 09/16 SW MATERIALS/S CHECK TOTAL	552.00 388.00 341.00 282.00 188.00 1,751.00
162014	10/07	UNITED HOSPITAL SYSTEM	110-02-52101-219-000 110-02-52102-219-000 110-02-52102-219-000 110-02-52101-219-000	#16-140725 #16-126638 #16-116687 #16-139861 CHECK TOTAL	99.20 75.19 67.99 49.60 291.98
162015	10/07	B & L OFFICE FURNITURE	521-09-50101-311-000	CHAIR CASTERS	90.00
162016	10/07	STARK ASPHALT	402-11-51501-585-000 403-11-51402-588-000	39TH AVE RESURFACIN 39TH AVE RESURFACING CHECK TOTAL	197,554.82 11,025.64 208,580.46
162017	10/07	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	10/7/16 K BAKER	49.31
162018	10/07	KENOSHA COUNTY TREASURER	110-00-21132-000-000	05-123-03-354-002	400.00
162019	10/07	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000	CITY HRLY WATER HRLY CHECK TOTAL	1,007.11 618.65 1,625.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162020	10/07	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	SERVICE CALL	790.97
162021	10/07	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/7/16 G GRANADO	104.00
162022	10/07	CENTRAL SAW AND MOWER	524-05-50101-246-000	09/16 GO PARTS & SER	25.36
162023	10/07	MEAD & HUNT, INC.	521-09-50101-219-000	07/16 SERVICES/SURVE	3,073.00
162024	10/07	UNITED HEALTHCARE	206-00-13107-000-000	C MCINTYRE 10/13/15	716.00
162025	10/07	MOLINA HEALTH CARE	206-00-13107-000-000	12/28/13 C ROBINSON	162.96
162026	10/07	KENOSHA AREA FAMILY & AGING	236-06-50601-259-000	#5971241- SUBGR AGMT	4,608.00
162027	10/07	MENARDS (KENOSHA)	110-05-55109-357-000 110-09-56501-259-565 520-09-50201-347-000 110-05-55109-344-000 110-02-52203-382-000 110-02-52203-382-000 110-03-53116-382-000 110-03-53107-389-000 110-03-53110-389-000 631-09-50101-361-000 110-01-51801-246-000 110-02-52203-382-000 110-03-53103-389-000 110-03-53110-389-000 110-02-52203-344-000 110-01-51801-382-000	08/16 PA MERCHANDISE 09/16 ST MERCHANDISE 09/16 TD MISC MERCHA 08/16 PA MERCHANDISE 09/16 FD MERCHANDISE 08/16 FD MERCHANDISE 09/16 WA MERCHANDISE 09/16 ST MERCHANDISE 09/16 ST MERCHANDISE 09/16 EN MERCHANDISE 09/16 MB MERCHANDISE 09/16 FD MERCHANDISE 09/16 ST MERCHANDISE 09/16 ST MERCHANDISE 09/16 FD MERCHANDISE 07/16 MB MERCHANDISE	337.90 231.92 188.78 180.98 79.86 78.28 56.38 41.25 26.28 24.89 20.97 19.88 18.03 15.68 11.57 2.27
				..... CHECK TOTAL	1,334.92
162028	10/07	RED BARN DESIGN/ENGINEERING	405-00-46907-713-000 403-11-51510-587-000 405-00-46907-713-000 403-11-51510-587-000	SERV-SHORELINE EVAL 7/30-8/31 SERV-SHORE 7/1-29 SERV-SHORELIN SERV-SHORELINE EVAL	15,600.00 15,600.00 6,900.00 6,900.00
			 CHECK TOTAL	45,000.00
162029	10/07	SKM, LLC	110-02-52203-344-000	OUTRIGGER PANEL	1,682.63

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162030	10/07	WIS SCTF	110-00-21581-000-000	10/7/16 HRLY DEDCTS	1,495.31
162031	10/07	TRITECH SOFTWARE SYSTEMS	110-02-52101-219-000	CRIMEMAPPING.COM	1,200.00
162032	10/07	AT&T	110-02-52102-219-000 110-02-52102-219-000	#225460 #225457 CHECK TOTAL	75.00 75.00 150.00
162033	10/07	ARBITRAGE REBATE COMPANY	399-12-50198-219-000	SERIES 11 ARB CALC	3,600.00
162034	10/07	ACCENT	206-00-13107-000-000	5/9/15 S VILLAREAL	446.56
162035	10/07	TIME WARNER CABLE	110-01-51102-233-000 521-09-50101-219-000	10/16 AIRPORT-ROADRU 10/16 CABLE CONTRACT CHECK TOTAL	139.95 16.98 156.93
162036	10/07	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	09/16 FD MEDICAL SUP 09/16 FD MEDICAL SUP 09/16 FD MEDICAL SUP 09/16 FD MEDICAL SUP CHECK TOTAL	1,016.00 239.04 50.45 5.90 1,311.39
162037	10/07	LEE PLUMBING, HEATING AND	110-01-51801-241-000	HVAC WORK	2,013.17
162038	10/07	URBAN LEAGUE OF RACINE AND	288-06-50602-259-000	#5970107-SUBGR AGMT	895.66
162039	10/07	IOD INCORPORATED	110-02-52102-219-000 520-09-50101-161-000	16-132497 7/25/16 LAMBRECHT CHECK TOTAL	59.49 16.15 75.64
162040	10/07	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000 110-09-56405-161-000	7/12/16 LUCCI 8/11/16 A JOHNSON CHECK TOTAL	337.50 337.50 675.00
162041	10/07	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000	9/12/16 HELTON 9/1/16 GONZALES CHECK TOTAL	283.05 190.40 473.45
162042	10/07	CRAWFORD EVALUATION GROUP	110-09-56405-161-000 110-09-56405-161-000	9/23/16 KOPP 9/30/16 BARTLETT CHECK TOTAL	1,969.25 1,254.99 3,224.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162043	10/07	GENEX SERVICES INC	110-09-56405-161-000	9/26/16 FITZGERALD	2,034.36
162044	10/07	JILL KELLY, LLC	110-09-56405-161-000	9/22/16 FINLEY	351.36
162045	10/07	UHS PHYSICIANS CLINIC	110-09-56405-161-000	9/1/16 KIEKHOEFER	133.00
162046	10/07	ATHLETICO LTD	110-09-56405-161-000	9/2/16 KOPP	445.40
			110-09-56405-161-000	8/31/16 KOPP	445.40
				..... CHECK TOTAL	890.80
162047	10/07	WALKIN' IN MY SHOES	236-06-50604-259-000	#5971236-SUBGR AGMT	4,876.18
162048	10/07	KOHN LAW FIRM S.C.	110-00-21581-000-000	10/7/16 W BEAL	75.81
162049	10/07	ECHEVERRIA, REBECCA	110-00-21905-000-000	SPBH 9/23/16	300.00
162050	10/07	SLOAN, KATHY	206-00-13107-000-000	3/28/15 A SLOAN	20.00
162051	10/07	UMR	206-00-13107-000-000	J CHAIREZ 8/1/15	540.00
162052	10/07	AMERICOLLECT, INC	110-00-21581-000-000	10/7/16 G WALUS	157.90
162053	10/07	MERCADO, NATANIA	110-00-21905-000-000	SPBH 9/24/16	300.00
162054	10/07	MAREK, RON	110-00-21905-000-000	BENCHES 7/23/16	50.00
162055	10/07	BRUNNER, CHRISTINE	110-00-21905-000-000	SPBH 9/25/16	300.00
162056	10/07	CONWAY, RYAN	402-11-51504-586-000	SIDEWALK REPAIR	525.00
162057	10/07	BRIDLEMAN, EMILY	110-00-44709-000-000	BARTENDER LICENSE	75.00
162058	10/07	CLEAN & GREEN SOLUTIONS LLC	110-00-21111-000-000	COURT PAYMENT	4.00
162059	10/07	LINDBERG, PHILIP	110-00-21111-000-000	COURT PYMT	1.00
162060	10/07	HILLESHEIM, CHARLES	206-00-13107-000-000	4/23/15 C HILLESHEIM	190.67
162061	10/07	STARKS, JUNE	206-00-13107-000-000	8/14/14 J STARKS	83.93

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162062	10/07	KENNEDY, CRAIG	206-00-13107-000-000	3/22,24/15 G KENNEDY	30.00
162063	10/07	UNITED HEALTHCARE	206-00-13107-000-000	9/29/15 B CACOIL0	172.42
162064	10/07	ARMOUR, ROBERT JR	206-00-13107-000-000	8/16/14 R ARMOUR	78.70
162065	10/07	PHYSICIANS MUTUAL INSURANCE	206-00-13107-000-000	8/10/15 S SHEMA	83.93
162066	10/07	LOPEZ, DANIELA	206-00-13107-000-000	1/23/15 D LOPEZ	90.00
162067	10/07	LUND, MEREDITH	206-00-13107-000-000	10/22/15 M LUND	75.00
162068	10/07	WALLS, DONA	206-00-13107-000-000	11/17/15 D WALLS	50.00
162069	10/07	GARDINIER, CALVIN	206-00-13107-000-000	4/12/15 TRANSPORT	80.53
162070	10/07	SIMMONS, JOSEPH	206-00-13107-000-000	9/27/13 J SIMMONS	555.00
162071	10/07	MARTIN, GREGORY	206-00-13107-000-000	9/21/15 G MARTIN	470.54
162072	10/07	GENTNER, KEVIN	206-00-13107-000-000	1/5/15 TRANSPORT	60.00
162073	10/07	LEXOW, JEANNE	206-00-13107-000-000	8/21/13 J LEXOW	25.00
162074	10/07	HEALTH NET	206-00-13107-000-000	T MARSHALL 6/17/15	785.65
162075	10/07	BENVENUTO, NICHOLAS	110-02-52103-263-000	9/26/16 WINNEBAGO	12.00
162076	10/07	HOFMANN, LUKE R	110-02-52103-263-000	9/26/16 WINNEBAGO	12.00
162077	10/07	PAGE, BRIAN	110-09-56405-161-000	10/16 LIFE INS	176.75
162078	10/07	STONE, DANIEL	110-02-52103-263-000	9/27/16 WINNEBAGO	8.00
162079	10/07	ANTARAMIAN, JOHN	110-01-51301-263-000	9/26-28 ANAHEIM (3)	1,576.58
162080	10/12	A & B/ARO LOCK	110-01-51801-389-000	09/16 MB SUPPLIES &	16.00
162081	10/12	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	09/16 4907 37 AV	690.33
			110-09-56501-259-569	09/16 1700 52 ST	484.90
			110-09-56501-259-569	09/16 7123 22 AVE	208.12
			110-09-56501-259-569	09/16 1616 55 ST	90.12
			110-09-56501-259-569	09/16 1827 33 ST	90.12
			110-09-56501-259-569	09/16 1214 61 ST	84.24
			110-09-56501-259-569	09/16 920 52 ST	80.00
			110-09-56501-259-569	09/16 6623 17 AV	80.00
			110-09-56501-259-569	09/16 8215 43 AV	72.12
			110-09-56501-259-569	09/16 915 40 ST	72.12
			 CHECK TOTAL	1,952.07

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162082	10/12	RNOW, INC.	630-09-50101-393-000	10/16 SE PARTS/MATER	514.40
			630-09-50101-393-000	09/16 SE PARTS/MATER	487.50
			630-09-50101-393-000	09/16 SE PARTS/MATER	274.07
			630-09-50101-393-000	10/16 SE PARTS/MATER	181.20
			630-09-50101-393-000	10/16 SE PARTS/MATER	115.04
			630-09-50101-393-000	09/16 SE PARTS/MATER	85.57
			630-09-50101-393-000	09/16 SE PARTS/MATER	31.22
				..... CHECK TOTAL	1,689.00
162083	10/12	CHESTER ELECTRONICS SUPPLY	110-02-52103-365-000	09/16 PD PARTS & MAT	33.95
			110-02-52103-365-000	09/16 PD PARTS & MAT	24.95
				..... CHECK TOTAL	58.90
162084	10/12	VIKING ELECTRIC SUPPLY	110-03-53109-375-000	09/16 ST ELECTRICAL	125.92
			110-03-53107-375-000	09/16 ST ELECTRICAL	109.70
			420-11-51413-589-000	08/16 PW ELECTRICAL	83.00
			110-03-53109-375-000	09/16 ST ELECTRICAL	79.81
			632-09-50101-235-000	09/16 SE ELECTRICAL	66.64
			110-03-53109-375-000	09/16 ST ELECTRICAL	40.18
			110-03-53109-375-000	09/16 ST ELECTRICAL	5.51
				..... CHECK TOTAL	510.76
162085	10/12	KENOSHA AREA CONVENTION &	110-00-41204-999-000	10/16-PMT	170,585.70
162086	10/12	GENERAL FIRE EQUIPMENT CO	422-11-51605-561-000	LAPTOP MOUNTS &	3,566.96
			422-11-51605-561-000	LAPTOP MOUNTS &	397.50
				..... CHECK TOTAL	3,964.46
162087	10/12	HWY C SERVICE	630-09-50101-393-000	09/16-SE SERVICE/PAR	474.14
			110-03-53113-361-000	09/16-ST SERVICE/PAR	293.30
			501-09-50106-361-000	09/16-PA SERVICE/PAR	223.71
				..... CHECK TOTAL	991.15
162088	10/12	LANDMARK TITLE CORPORATION	110-09-56501-259-565	09/16-CD CLOSING SER	65.00
			110-09-56501-259-565	09/16-CD CLOSING SER	65.00
			110-09-56501-259-565	09/16-CD CLOSING SER	65.00
				..... CHECK TOTAL	195.00
162089	10/12	SHERWIN WILLIAMS CO.	110-03-53110-371-000	08/16 ST PAINT/SUPPL	199.00
			110-03-53110-371-000	09/16 ST PAINT/SUPPL	137.09
			110-05-55109-244-000	09/16 PA PAINT/SUPPL	18.85
			 CHECK TOTAL	354.94

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162090	10/12	TRAFFIC & PARKING CONTROL CO	110-05-55101-311-000	09/16 PARK SIGNS	108.42
162091	10/12	KENOSHA WATER UTILITY	227-09-50101-223-000	6/30-8/31/16 SWU	1,047.98
162092	10/12	WILLKOMM INC., JERRY	521-09-50101-341-000	09/16 AR DIESEL	1,342.01
162093	10/12	WE ENERGIES	633-09-50101-221-000	8/30-9/29	7,026.65
			110-03-53109-221-000	8/25-9/26	3,251.04
			632-09-50101-221-000	8/30-9/29	2,588.43
			110-02-52203-221-000	8/29-9/28	1,502.03
			110-03-53103-221-000	8/30-9/29	1,470.02
			110-03-53109-221-000	8/28-9/27	1,432.34
			110-03-53109-221-000	8/24-9/25	1,269.18
			110-03-53109-221-000	8/23-9/22	995.41
			110-05-55109-221-000	8/23-9/22	992.17
			110-05-55109-221-000	8/25-9/26	827.43
			110-03-53109-221-000	8/22-9/21	796.97
			522-05-50102-221-000	8/22-9/21	678.87
			110-03-53109-221-000	8/29-9/28	613.62
			110-05-55111-221-000	8/25-9/26	495.67
			110-03-53116-221-000	8/27-9/25	491.93
			110-05-55109-221-000	8/22-9/21	359.62
			110-02-52203-221-000	8/2-8/31	313.08
			522-05-50102-221-000	8/21-9/20	263.04
			110-03-53103-221-000	8/28-9/27	203.71
			110-03-53116-221-000	8/23-9/22	156.85
			519-09-50103-221-000	8/28-9/27	91.03
			110-05-55109-221-000	8/17-9/16	83.39
			110-05-55109-222-000	8/29-9/28	56.14
			110-03-53117-221-000	8/23-9/22	33.79
			110-05-55106-222-000	8/24-9/24	27.53
			110-05-55109-221-000	8/24-9/25	26.13
			110-05-55109-221-000	8/28-9/27	17.20
			110-05-55109-222-000	8/28-9/27	14.87
			522-05-50101-222-000	8/22-9/21	12.76
			110-05-55111-222-000	8/24-9/24	10.56
			110-05-55109-222-000	8/22-9/21	9.90
				..... CHECK TOTAL	26,111.36
162094	10/12	LEITCH PRINTING CORP.	205-03-53118-311-000	09/16-WA PRINTING SE	1,129.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162095	10/12	PAYNE & DOLAN INC.	110-03-53103-355-000	09/16 ASPHALT MATERI	206.97
162096	10/12	REINDERS INC.	524-05-50101-344-000	09/16 PA PARTS AND S	282.57
			630-09-50101-393-000	09/16 SE PARTS AND S	186.30
			110-05-55109-344-000	09/16 PA PARTS AND S	117.17
			110-05-55109-344-000	09/16 PA PARTS AND S	113.10
			110-05-55109-344-000	09/16 PA PARTS AND S	63.96
			110-05-55109-344-000	09/16 PA PARTS AND S	59.53
			110-05-55109-344-000	09/16 PA PARTS AND S	32.96
			524-05-50101-249-000	09/16 PA PARTS AND S	31.71
			524-05-50101-249-000	09/16 PA PARTS AND S	30.68
				..... CHECK TOTAL	917.98
162097	10/12	WISCONSIN FUEL & HEATING	630-09-50101-391-000	09/16 8002 GAL UNLEA	14,943.74
			630-09-50101-392-000	09/16 7400 GAL DIESE	13,910.52
			110-03-53103-341-000	09/16 ST LUBRICANTS/	398.75
			110-03-53117-341-000	09/16 WA LUBRICANTS/	346.50
				..... CHECK TOTAL	29,599.51
162098	10/12	BECKER AWNING	110-02-52206-367-000	09/16 FD TURNOUT GEA	125.00
162099	10/12	C.J.W., INC.	524-05-50101-397-000	09/16-GO BEVERAGES	77.80
162100	10/12	DON'S AUTO PARTS	524-05-50101-344-000	09/16 GO PARTS & MAT	89.24
			110-05-55102-344-000	09/16 PA PARTS & MAT	26.25
				..... CHECK TOTAL	115.49
162101	10/12	LARK UNIFORM, INC.	110-02-52103-367-000	09/16-PD UNIFORM ITE	427.70
			110-02-52103-367-000	08/16-PD UNIFORM ITE	295.80
			110-02-52103-367-000	08/16-PD UNIFORM ITE	209.89
				..... CHECK TOTAL	933.39
162102	10/12	WIS DEPT OF JUSTICE	520-09-50101-219-000	09/16-SERVICES	21.00
			110-00-15202-000-000	09/16-SERVICES	7.00
				..... CHECK TOTAL	28.00
162103	10/12	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	09/16-SE PHILLIPS LA	885.30
162104	10/12	ZAK, PAUL	110-02-52203-165-000	10/16-BENEFITS	861.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162105	10/12	GARDA CL GREAT LAKES, INC	110-01-51201-219-000	10/16-CT ARMORED CAR	340.34
162106	10/12	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000 501-09-50105-361-000	09/16-SW TOOLS/SUPPL 10/16-SW TOOLS/SUPPL CHECK TOTAL	262.16 22.79 284.95
162107	10/12	HOLLAND SUPPLY, INC.	110-03-53116-235-000 501-09-50104-344-000 630-09-50101-393-000	09/16-WA HYDRAULIC F 09/16-ST HYDRAULIC F 09/16-CE HYDRAULIC F CHECK TOTAL	199.90 80.50 28.80 309.20
162108	10/12	GORDIE BOUCHER FORD	630-09-50101-393-000	09/16-SE#2954 PARTS/	52.48
162109	10/12	ACCURATE PRINTING CO., INC.	110-02-52103-311-000 110-01-51901-311-000	09/16 PD PRINTING/SU 09/16 CT PRINTING/SU CHECK TOTAL	511.00 444.00 955.00
162110	10/12	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	09/16 SE PARTS & SER	100.57
162111	10/12	PARKSIDE TRUE VALUE HARDWARE	110-05-55109-246-000	09/16 PA MERCHANDISE	23.69
162112	10/12	VERMEER SALES & SERVICE	630-09-50101-393-000 630-09-50101-393-000	08/16 SE PARTS/SERVI 09/16 SE PARTS/SERVI CHECK TOTAL	1,282.46 72.92 1,355.38
162113	10/12	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000	09/16 WASTE COUPON P 09/16 WASTE COUPON P CHECK TOTAL	706.24 182.79 889.03
162114	10/12	FIRE RESCUE OUTFITTERS, INC.	521-09-50101-226-000	09/16 AR CELL PHONE	2.25
162115	10/12	LEE PLUMBING, INC.	521-09-50101-241-000 521-09-50101-241-000 110-02-52203-241-000	09/16-AR HVAC, PLUMB 09/16-AR HVAC, PLUMB 09/16-FD#4 HVAC, PLU CHECK TOTAL	383.42 284.00 218.00 885.42
162116	10/12	PIONEER COMMERCIAL CLEANING	110-02-52203-243-000	09/16 JANITORIAL SER	721.00
162117	10/12	PAUL CONWAY SHIELDS	110-02-52206-367-000	09/16 FRT TURNOUT GE	14.97

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162118	10/12	US CELLULAR	206-02-52205-226-000	09/16 FD MONTHLY DAT	596.16
			206-02-52205-226-000	9/6-10/5 FD CELL SER	146.56
			110-01-51801-226-000	09/16 AD CELL AIRTIM	80.07
			110-01-51801-226-000	09/16 MOB CELL AIRTI	5.57
			110-03-53103-226-000	09/16 AIRTIME CHARGE	4.55
			205-03-53119-226-000	09/16 AIRTIME CHARGE	4.50
			205-03-53118-226-000	09/16 CELL PHONE AIR	1.25
				..... CHECK TOTAL	838.66
162119	10/12	PRAIRIE SIDE TRUE VALUE	110-05-55109-244-000	09/16 PA MISC. SUPPL	7.49
162120	10/12	WASTE MANAGEMENT OF WI	110-03-53117-253-416	WASTE DISPOSAL	34,473.86
			110-03-53117-253-416	WDNR TONNAGE FEES	17,451.72
			110-09-56501-259-565	DISPOSAL OF DEBRIS	9,630.85
			110-03-53117-253-417	COMPACTOR PULLS	2,396.94
			110-03-53117-253-417	WASTE DISPOSAL	2,264.21
			110-03-53117-253-416	FUEL SURCHARGE	1,520.68
			110-03-53117-253-417	WDNR TONNAGE FEES	1,146.21
			110-03-53117-253-416	ENVIRONMENTAL CHARGE	306.00
			501-09-50104-253-000	WASTE DISPOSAL	250.38
			110-03-53117-253-417	FUEL SURCHARGE	207.16
			501-09-50104-253-000	WDNR TONNAGE FEES	126.75
			110-03-53117-253-417	ENVIRONMENTAL CHARG	78.00
			501-09-50104-253-000	FUEL SURCHARGE	11.23
			501-09-50104-253-000	ENVIRONMENTAL CHARGE	6.00
				..... CHECK TOTAL	69,869.99
162121	10/12	VERIZON WIRELESS	110-02-52101-231-000	09/16 DATA PLAN	2,400.60
			110-05-55101-226-000	09/16 PHONE SERV AIR	173.43
			110-03-53103-226-000	09/16 PHONE SERV/AIR	142.23
			110-02-52101-226-000	09/16 PD ADMIN	127.12
			110-01-50301-226-000	09/16 LE	116.98
			110-01-51102-226-000	09/16 DP	68.31
			110-02-52103-226-000	09/16 PD PATROL	64.83
			110-01-51201-226-000	09/16 CT	62.80
			110-01-50901-226-000	09/16 AS	60.94
			521-09-50101-226-000	09/16 AR	58.49
			520-09-50301-226-000	09/16 TD	58.49
			110-01-51601-226-000	09/16 CD	58.49
			110-01-51101-226-000	09/16 FN	58.49
			205-03-53118-226-000	09/16 PHONE SERV AIR	57.86
			501-09-50101-226-000	09/16 PHONE SERVICE	57.83
			206-02-52205-226-000	09/16 FD	57.81
			110-02-52102-226-000	09/16 PD LARSEN	57.81
			110-01-51303-226-000	09/16 HR	57.81
			110-01-51301-226-000	09/16 AD	57.81
			110-00-15202-000-000	09/16 MU	57.81
			632-09-50101-226-000	09/16 PHONE SERV AIR	57.81
			631-09-50101-226-000	09/16 PHONE SERVICE	57.81

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162125	10/12	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	09/16-SE PARTS/LABOR	73.74
162126	10/12	INSTY-PRINTS	110-01-51101-311-000	09/16-FN BUDGET COVE	101.37
162127	10/12	JX PETERBILT	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	09/16-SE#3172 PARTS/ 09/16-SE#3172 PARTS/ 06/16-SE CREDIT PART	128.35 43.34 6.86CR
				..... CHECK TOTAL	164.83
162128	10/12	SWIDERSKI EQUIPMENT, INC	630-09-50101-393-000 630-09-50101-393-000	07/16 AR TRACTOR PAR 08/16 AR TRACTOR PAR	1,006.75 7.68
				..... CHECK TOTAL	1,014.43
162129	10/12	REGNER VETERINARY CLINIC	110-02-52103-381-000	09/16 EDDIE VETERINA	62.66
162130	10/12	OSI ENVIRONMENTAL INC	632-09-50101-389-000 110-03-53117-253-000	09/16-SE REMOVAL SER 09/16-WA REMOVAL SER	65.00 65.00
				..... CHECK TOTAL	130.00
162131	10/12	LOGISTICS PLUS	205-03-53118-219-000	09/16-TIRE RECYCLING	1,339.00
162132	10/12	UNITED HEALTHCARE	206-00-13107-000-000 206-00-13107-000-000	1/24/16 H COOK 1/24/16 K COOK	411.65 292.00
				..... CHECK TOTAL	703.65
162133	10/12	MSC INDUSTRIAL SUPPLY	630-09-50101-393-000	09/16-SE FASTENERS	155.15
162134	10/12	WASTE MANAGEMENT	110-01-51801-246-000	09/16 PULL CHARGES	75.71
162135	10/12	STATE BAR OF WISCONSIN	110-01-50301-322-000	09/16 LEGAL PUBLICAT	27.04
162136	10/12	MENARDS (KENOSHA)	110-02-52203-357-000 110-02-52203-357-000 110-02-52203-357-000 110-02-52203-357-000 110-02-52203-382-000 110-01-51801-389-000 110-01-51901-311-000 110-02-52206-259-000	09/16 FD MERCHANDISE 09/16 FD MERCHANDISE 09/16 FD MERCHANDISE 09/16 FD MERCHANDISE 09/16 FD MERCHANDISE 09/16 MB MERCHANDISE 09/16 CT MERCHANDISE 09/16 FD MERCHANDISE	498.31 486.50 475.80 280.11 150.49 34.67 34.63 22.73
			 CHECK TOTAL	1,983.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162137	10/12	PIONEER ATHLETICS	110-05-55102-244-000	07/16 PA PAINT/MISC	446.25
			110-05-55104-249-000	08/16 PA PAINT/MISC	363.90
				..... CHECK TOTAL	810.15
162138	10/12	HERBST OIL, INC.	520-09-50106-341-000	10/16-TD DIESEL FUEL	14,248.26
162139	10/12	RED WING SHOE CO	110-03-53103-367-000	09/16 P.W. SAFETY BO	100.00
162140	10/12	GREENLEAF MEDIA	411-11-51502-219-000	FEB-AUG 16 WEBSITE U	6,697.50
162141	10/12	AMERLUX - EXTERIOR PRODUCTS	110-03-53109-374-000	LED PARTS	3,800.00
162142	10/12	VAPOR STONE RAIL SYSTEMS	520-09-50401-347-000	DOOR EDGE SENSITIVE	1,720.00
			520-09-50401-347-000	DOOR EDGE EXTRUSION	1,208.40
			520-09-50401-347-000	DOOR EDGE EXTRUSION	402.80
				..... CHECK TOTAL	3,331.20
162143	10/12	TEK SYSTEMS	110-01-51102-219-000	P/E 10/01 TEMP STAFF	2,960.00
			110-01-51102-219-000	P/E 9/24 TEMP STAFFI	2,368.00
			110-01-51102-219-000	P/E 9/17 TEMP STAFFI	2,368.00
				..... CHECK TOTAL	7,696.00
162144	10/12	HALLMAN LINDSAY	110-05-55109-344-000	09/16-PA PAINT/PRODU	13.98
162145	10/12	TOPPER MANUFACTURING	110-05-55109-344-000	12' VAN RACK	407.20
162146	10/12	TRUCK COUNTRY	630-09-50101-393-000	PARTS FOR FLEET 2595	191.51
162147	10/12	HILTON DFW LAKES EXEC CONF	110-02-52107-263-000	11/11-13-GRAPEVINE	405.00
162148	10/12	CONCERNS OF POLICE SURVIVORS	110-02-52107-264-000	REG-LABATORE	300.00
162149	10/12	GRAINGER	520-09-50201-369-000	BURIED CABLE LOCATOR	656.85
162150	10/12	LEXIS NEXIS RISK SOLUTIONS	110-02-52101-219-000	07/16-PD SEARCHES/LO	74.00
			110-02-52101-219-000	06/16-PD SEARCHES/LO	50.00
				..... CHECK TOTAL	124.00
162151	10/12	BUILDING INSPECTORS ASSOC	110-01-51601-322-000	ICC BOOK	360.00
			110-01-51601-264-000	11/9-10-TRAINING(2)	300.00
			 CHECK TOTAL	660.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162152	10/12	FABCO RENTS	501-09-50105-282-000	09/16 SW EQUIPMENT R	2,401.78
162153	10/12	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	09/16 EXTERMINATING	176.00
			521-09-50101-246-000	AR EXTERMINATING SER	60.00
			520-09-50201-246-000	09/16 TD EXTERMINATI	55.00
			521-09-50101-246-000	AR EXTERMINATING SER	50.00
			110-01-51801-246-000	09/16 MB EXTERMINATI	35.00
			110-03-53116-246-000	09/16 EXTERMINATING	30.00
			110-05-55109-246-000	09/16 PA EXTERMINATI	26.00
			520-09-50401-246-000	09/16 TD EXTERMINATI	24.00
			110-02-52110-246-000	09/16 EXTERMINATING	24.00
				..... CHECK TOTAL	480.00
162154	10/12	RIMKUS, JASON	761-09-50101-111-000	10/15/16 SERVICES	2,001.28
			761-09-50101-155-000	08/16-WPS HEALTH INS	319.36
			761-09-50101-155-000	07/16-WPS HEALTH INS	319.36
			761-00-21514-000-000	10/15/16 SERVICES	29.02CR
			761-00-21599-000-000	10/15/16 SERVICES	100.06CR
			761-00-21512-000-000	10/15/16 SERVICES	100.70CR
			761-00-21511-000-000	10/15/16 SERVICES	124.08CR
			761-00-21513-000-000	10/15/16 SERVICES	236.00CR
				..... CHECK TOTAL	2,050.14
162155	10/12	PIRO, RALPH	761-09-50101-111-000	10/15/16-SERVICES	948.80
			761-00-21514-000-000	10/15/16-SERVICES	13.76CR
			761-00-21599-000-000	10/15/16-SERVICES	25.00CR
			761-00-21512-000-000	10/15/16-SERVICES	32.80CR
			761-00-21511-000-000	10/15/16-SERVICES	58.83CR
			761-00-21513-000-000	10/15/16-SERVICES	81.00CR
				..... CHECK TOTAL	737.41
162156	10/12	KENOSHA GROUNDS CARE	110-09-56501-259-565	09/16-ST HYDROSEEDIN	867.47
162157	10/12	WE ENERGIES	110-09-56501-259-565	DEMO-1214 61 ST	1,097.00
162158	10/12	WE ENERGIES	110-09-56501-259-565	DEMO-6106 23 AVE	1,146.00
162159	10/12	WE ENERGIES	110-09-56501-259-565	DEMO-4410 73 ST	685.00
162160	10/12	AURORA HEALTH CARE	520-09-50101-216-000	09/16 SCREENS	393.00
			110-01-51303-216-000	09/16 SCREENS	298.00
			110-00-15601-000-000	09/16 SCREENS	67.00
			 CHECK TOTAL	758.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162161	10/12	RW MANAGEMENT GROUP, INC	110-01-51303-219-000	FIRE CHIEF ASSMT	4,000.00
162162	10/12	BRYANT, COLLEEN	110-00-21109-000-000	OVERPAY-BEACH HOUSE	25.00
162163	10/12	SIMON, MARY	206-00-13107-000-000	1/19/15 M SIMON	62.92
162164	10/12	SWARTZ, MARTHA E.	110-01-51601-261-000	09/16 237 MILES	127.98
162165	10/12	BELLER, JAMES	110-02-52103-367-000	REPLACE CLOTHING	58.03
162166	10/12	ARMSTRONG, DARYL	110-01-51601-261-000	09/16 316 MILES	170.64
162167	10/12	SARANG, KARAN	110-01-51601-261-000	09/16 92 MILES	49.68
162168	10/12	GIBILISCO, JASON	110-01-51601-261-000	09/16 85 MILES	45.90
162169	10/12	MORETTI, PEP	110-02-52103-263-000	9/27/16-WINNEBAGO	8.00
162170	10/12	PATTON, DAN	110-01-51303-311-000	HRA LAMINATING	30.06
162171	10/12	MORRISSEY, KYLE	110-02-52103-263-000	9/27/16-WINNEBAGO	8.00
162172	10/12	DORAU, NICHOLAS	110-02-52103-263-000	9/27/16-WINNEBAGO	8.00
162173	10/14	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	10/16 HEALTH SERVICE	57,508.75
162174	10/14	HWY C SERVICE	630-09-50101-393-000	10/16-SE#2641 PARTS	89.96
			630-09-50101-393-000	10/16-SE SERVICE/PAR	53.48
			630-09-50101-393-000	10/16-SE#3121 PARTS	19.54
				..... CHECK TOTAL	162.98
162175	10/14	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	09/16-ST ELECTRICAL	6.40
			110-03-53109-375-000	10/16-ST ELECTRICAL	6.14
				..... CHECK TOTAL	12.54
162176	10/14	JANTZ TOWING SERVICE	110-02-52103-219-000	09/16-#16-124437 TOW	50.00
162177	10/14	WIS DEPT OF REVENUE	110-09-56507-259-999	9/16 SALES TAX	2,635.45
162178	10/14	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY SAL	29,691.41
			110-00-21562-000-000	CITY HRLY	8,516.00
			110-00-21562-000-000	WATER SAL	5,704.00
			110-00-21562-000-000	LIBRARY	3,830.00
			110-00-21562-000-000	WATER HRLY	3,166.62
			110-00-21562-000-000	MUSEUM HRLY	15.00
			 CHECK TOTAL	50,923.03

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162179	10/14	SCOUT LEADERS RESCUE SQUAD	222-09-50101-294-000	3RD QTR RETAINER	1,250.00
162180	10/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	CITY SAL	677.31
			110-00-21541-000-000	LIBRARY	236.00
			110-00-21541-000-000	WATER SAL	138.75
				..... CHECK TOTAL	1,052.06
162181	10/14	KENOSHA NEWS	420-11-51310-589-000	08/16-PW #16-2004	138.66
			402-11-51601-585-000	07/16-PW 39 AVE	118.14
			403-11-51209-589-000	08/16-NASH#15-1124	114.72
			420-11-51613-589-000	08/16-PAINT#16-1231	110.16
			412-11-51603-589-000	06/16-PW MUSEUM LOT	69.33
			402-11-51504-586-000	09/16-PW#16-1208	60.62
			402-11-51601-585-000	07/16-PW #16-1015	55.26
			420-11-51310-589-000	08/16-PW PUB NOTICE	38.51
			110-01-51601-321-000	09/16-CD JOINT REVIE	37.84
			110-00-21104-000-000	09/16-CT PK MART	25.15
			110-01-50101-321-000	09/16-CT 1ST ORD PUB	21.77
			110-01-50101-321-000	09/16-CT 2ND ORD PUB	14.39
				..... CHECK TOTAL	804.55
162182	10/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	CITY SAL	85,601.00
			110-00-21563-000-000	WATER SAL	40.00
				..... CHECK TOTAL	85,641.00
162183	10/14	BADGER TRUCK CENTER	630-09-50101-393-000	09/16 SE #2235 PARTS	1,834.94
			630-09-50101-393-000	08/16 SE PARTS & MAT	183.93
				..... CHECK TOTAL	2,018.87
162184	10/14	KENOSHA WATER UTILITY	110-05-55111-224-000	6/30-8/31	17,161.37
			110-05-55109-223-000	6/30-8/31	7,362.24
			110-05-55109-223-000	6/30-8/31	7,105.66
			524-05-50101-224-000	6/30-8/31	6,424.60
			110-05-55104-224-000	6/30-8/31	5,900.33
			524-05-50101-224-000	6/30-8/31	5,234.48
			110-05-55106-224-000	6/30-8/31	1,861.55
			110-05-55109-224-000	6/30-8/31	1,451.87
			110-01-51802-223-000	912 35TH ST PEPSI	624.90
			461-11-51601-581-000	6/30-8/31	611.54
			524-05-50101-223-000	6/30-8/31	608.66
			110-01-51802-223-000	2906 14TH AVE	470.38
			524-05-50101-224-000	6/30-8/31	464.02
			110-03-53103-223-000	6/30-8/31	454.74
			520-09-50301-223-000	6/30-8/31	416.18
			110-02-52203-223-000	9/30-8/31	374.12
			110-01-51801-223-000	7/31-8/31	344.24
			520-09-50202-224-000	9/17-8/17+	317.54
			110-01-51801-224-000	7/29-8/31	301.92
			445-11-50901-589-000	BI-MONTHLY CYCLE #2	298.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			463-11-51101-589-000	BI-MONTHLY CYCLE #2	253.50
			110-03-53116-223-000	6/30-8/31	229.26
			110-05-55106-224-000	7/06-9/06	219.84
			633-09-50101-224-000	6/16-8/16	196.50
			110-02-52203-224-000	1/13-3/10	177.96
			110-05-55106-224-000	6/30-8/31	164.58
			110-02-52203-223-000	6/30-8/31	149.44
			110-02-52203-224-000	7/05-9/06	148.62
			110-05-55109-224-000	6/16-8/16	144.63
			110-01-51802-224-000	912 35TH ST PEPSI	143.88
			110-02-52203-224-000	7/11-9/09	128.67
			520-09-50301-224-000	6/17-8/17	122.10
			633-09-50101-223-000	6/30-8/31	121.84
			110-05-55109-224-000	6/30-8/31	116.70
			519-09-50124-223-000	6/30-8/31	112.74
			519-09-50103-223-000	6/30-8/31	108.70
			110-05-55109-224-000	6/21-8/17	88.34
			519-09-50106-223-000	6/30-8/31	85.68
			110-02-52110-223-000	6/30-8/31	79.10
			110-03-53116-224-000	6/17-8/17	76.05
			110-01-51802-223-000	8927 SHER RD	73.62
			519-09-50109-223-000	6/30-8/31	62.86
			110-09-56519-259-000	6/30-8/31	55.18
			110-01-51802-223-000	6523 14 AV	54.98
			519-09-50120-223-000	6/30-8/31	45.32
			524-05-50101-224-000	6/30-8/31	45.18
			110-01-51802-223-000	2916 SHER RD	44.02
			110-05-55102-224-000	7/01-8/31	43.48
			519-09-50118-223-000	6/30-8/31	40.02
			519-09-50116-223-000	6/30-8/31	37.46
			519-09-50105-223-000	6/30-8/31	37.46
			110-01-51802-223-000	5512 19TH AVE	36.36
			110-02-52110-224-000	6/20-8/17	29.22
			110-01-51802-223-000	1715 52ND ST	27.58
			110-01-51802-223-000	715 56TH ST	24.30
			520-09-50301-223-000	6/30-8/31	15.54
			110-01-51802-223-000	1710 53RD ST	15.54
			110-01-51802-223-000	1801 52ND ST	13.34
			110-01-51802-223-000	1822 53RD ST	12.24
			110-01-51802-223-000	1715 52ND ST	8.96
			110-01-51802-223-000	2401 14 AVE	8.96
			110-01-51802-223-000	1515 52ND ST	7.86
			 CHECK TOTAL	61,396.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162185	10/14	WIS SOCIETY OF FIRE	110-02-52204-322-000	FIRE INSP&PREP GUIDE	256.00
162186	10/14	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	H. TOLBERT 10/15/16	237.13
162187	10/14	BROOKS TRACTOR, INC.	630-09-50101-393-000	09/16 SE #2593 PARTS	310.60
162188	10/14	FABICK	630-09-50101-393-000	09/16 SE #2745 PARTS	2,024.91
			630-09-50101-393-000	09/16 SE PARTS & MAT	915.38
			630-09-50101-393-000	09/16 SE PARTS & MAT	307.06
			630-09-50101-393-000	09/16 SE PARTS & MAT	200.46
			630-09-50101-393-000	09/16 SE PARTS & MAT	157.39
			630-09-50101-393-000	09/16 SE #2745 PARTS	143.96
			630-09-50101-393-000	09/16 SE #2745 PARTS	38.86
				..... CHECK TOTAL	3,788.02
162189	10/14	EWALDS HARTFORD FORD LLC	414-11-51609-561-000	2016 FORD EDGE	36,892.50
			422-11-51606-561-000	INTERCEPTOR & EQUIP	28,784.00
				..... CHECK TOTAL	65,676.50
162190	10/14	CHASE BANK KENOSHA	110-00-21513-000-000	10/14/16 DEDUCTS	227,875.02
			110-00-21612-000-000	10/14/16 DEDUCTS	88,556.85
			110-00-21511-000-000	10/14/16 DEDUCTS	88,556.54
			110-00-21514-000-000	10/14/16 DEDUCTS	27,822.63
			110-00-21614-000-000	10/14/16 DEDUCTS	27,822.39
				..... CHECK TOTAL	460,633.43
162191	10/14	FEDEX	110-01-51303-219-000	09/16 HR SHIPPING SE	84.48
			110-09-56402-219-000	09/16 HR SHIPPING SE	42.46
			110-09-56402-219-000	09/16 HR SHIPPING SE	30.63
				..... CHECK TOTAL	157.57
162192	10/14	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	SPECIALIZED TRANSIT	22,633.00
			520-09-50301-258-000	10/16-WEEKEND DISPAT	466.66
			520-09-50301-258-000	10/16-METRA BACK UP	233.34
				..... CHECK TOTAL	23,333.00
162193	10/14	OFFICEMAX	520-09-50401-311-000	09/16 TD MISC OFFICE	317.13
			110-02-52201-311-000	09/16 FD MISC OFFICE	215.24
			110-01-52001-311-000	10/16 CD MISC OFFICE	187.39
			110-01-51303-311-000	09/16 PE MISC OFFICE	149.84
			501-09-50101-311-000	09/16 SW MISC OFFICE	131.94
			110-01-51101-311-000	09/16 FN MISC OFFICE	131.75
			520-09-50301-311-000	09/16 TD MISC OFFICE	124.79
			110-01-51601-311-000	09/16 CD MISC OFFICE	123.18
			110-01-51101-311-000	09/16 FN MISC OFFICE	89.15
			110-01-51601-311-000	09/16 CD MISC OFFICE	85.77
			110-01-51901-311-000	09/16 CT MISC OFFICE	78.05
			110-02-52110-311-000	09/16 PD MISC OFFICE	68.55
			110-02-52201-311-000	09/16 FD MISC OFFICE	63.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50101-311-000	09/16 PW MISC OFFICE	62.70
			521-09-50101-311-000	09/16 AR MISC OFFICE	62.61
			110-01-51601-311-000	09/16 CD MISC OFFICE	61.94
			110-01-51101-311-000	09/16 FN MISC OFFICE	53.50
			110-01-51601-311-000	09/16 CD MISC OFFICE	35.28
			110-01-50301-311-000	09/16 LE MISC OFFICE	34.96
			110-01-52001-311-000	10/16 CD MISC OFFICE	32.18
			110-01-51101-311-000	10/16 FN MISC OFFICE	30.90
			110-01-51101-311-000	09/16 FN MISC OFFICE	24.18
			110-01-51601-311-000	09/16 CD MISC OFFICE	23.52
			110-02-52201-311-000	09/16 FD MISC OFFICE	21.54
			521-09-50101-311-000	09/16 AR MISC OFFICE	19.45
			110-01-50301-311-000	09/16 LE MISC OFFICE	10.21
			110-01-51601-311-000	09/16 CD MISC OFFICE	8.09
			110-03-53103-311-000	06/16 ST MISC OFFICE	6.46
				..... CHECK TOTAL	2,253.56
162194	10/14	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	10/15/16 SAL DEDCTS	4,285.00
162195	10/14	BANE-NELSON, INC.	405-11-51611-589-000	NASH PARK BALL STOP	240.00
162196	10/14	HOLLAND SUPPLY, INC.	630-09-50101-393-000	10/16-SE#2449 HYDRAU	190.53
			630-09-50101-393-000	10/16-SE#3009 HYDRAU	9.30
				..... CHECK TOTAL	199.83
162197	10/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	10/15/16 SAL DEDCT	1,100.00
162198	10/14	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	09/16 PD PRINTING/SU	150.00
162199	10/14	BENDLIN FIRE EQUIPMENT CO.	110-02-52206-358-000	08/16 FD PARTS/MATER	1,191.72
162200	10/14	AECOM TECHNICAL SERVICES INC	227-09-50101-219-000	7/9-8/5 SOIL REMED	13,085.34
			227-09-50101-219-000	8/6-9/2 SOIL REMED	9,605.87
			227-09-50101-219-000	7/9-8/5 O&M GW SYSTE	6,217.80
			227-09-50101-219-000	7/9-8/5 SOIL REMED	4,072.63
			420-11-51310-589-000	7/9-8/5 ENVIR SUPPT	2,717.54
			493-11-50101-219-000	7/9-8/5 REMEDIAL DES	2,278.58
			227-09-50101-219-000	7/9-8/5 GW SAMPLING	2,224.79
			227-09-50101-219-000	7/9-9/2 SUPPL INVEST	1,147.89
			227-09-50101-219-000	5/7-9/2 GW WORK PLAN	1,020.86
			420-11-51310-589-000	7/9-9/2 R4R SUPPORT	954.66
			417-11-50802-259-000	6/4-8/15 GRADING PLA	832.83
			420-11-51310-589-000	5/7-8/5 R4R SUPPORT	774.96
			497-11-50202-219-000	7/9-8/5 DESIGN REPT	501.29
			227-09-50101-219-000	8/6-9/2 GW SAMPLING	425.27
			 CHECK TOTAL	45,860.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162201	10/14	MESSERLI & KRAMER P.A.	110-00-21581-000-000	K SUCHY 10/15/16	375.99
162202	10/14	HAWKS, QUINDELL S.C	110-09-56405-166-000	LUMP SUM-STICH	869.40
162203	10/14	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-344-000	09/16-PA SUPPLIES	62.19
162204	10/14	US CELLULAR	521-09-50101-226-000	9/06-10/05 CELL PHON	2.25
162205	10/14	HENRY SCHEIN	206-02-52205-318-000	09/16-FD MED SUPPLIE	252.12
162206	10/14	MALSACK, J	461-11-51601-581-000	DEBRIS-4702 36 AVE	77.50
162207	10/14	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	09/16-SE#2954 PARTS	75.00
162208	10/14	INSTY-PRINTS	110-01-51601-311-000	10/16-CD CIP BOOKS	1,976.88
162209	10/14	PELION BENEFITS, INC.	110-00-21517-000-000	10/1-15/16 DEDCTS	5,796.45
162210	10/14	JX PETERBILT	630-09-50101-393-000 630-09-50101-393-000	10/16-SE#3172 PARTS/ 10/16-SE#3172 PARTS/ CHECK TOTAL	50.86 33.56 84.42
162211	10/14	AUTUMN SUPPLY	520-09-50201-382-000	09/16 TD JANITORIAL	499.50
162212	10/14	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000 110-00-21581-000-000	10/8 28044055166499 10/8 80397069915304 CHECK TOTAL	77.62 73.66 151.28
162213	10/14	ESRI-WI USER GROUP	501-09-50103-264-000	11/17-18-REG CONF(2)	400.00
162214	10/14	JOHNSON BANK	110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000 110-00-21532-000-000	CITY SAL WATER SAL LIBRARY CITY HRLY WATER HRLY CHECK TOTAL	30,431.20 3,775.83 1,305.00 1,007.11 618.65 37,137.79
162215	10/14	FASTENAL COMPANY	110-03-53113-389-000 110-03-53103-389-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	09/16 ST TOOLS/MATER 09/16 ST TOOLS/MATER 09/16 SE #3046 TOOLS 09/16 SE #2501 TOOLS 09/16 SE TOOLS/MATER CHECK TOTAL	49.71 40.80 24.70 14.22 5.81 135.24

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162216	10/14	AMERICAN HYDRAULICS	630-09-50101-393-000	09/16 SE PARTS/SERVI	2,249.00
			630-09-50101-393-000	09/16 SE PARTS/SERVI	1,063.00
				..... CHECK TOTAL	3,312.00
162217	10/14	CHAPTER 13 TRUSTEE	110-00-21581-000-000	W HAMILTON 10/15/16	743.00
			110-00-21581-000-000	G GRANADO 10/8/16	104.00
			110-00-21581-000-000	C EDWARDS 10/8/16	35.00
				..... CHECK TOTAL	882.00
162218	10/14	WISCONSIN COMPRESSED AIR	632-09-50101-235-000	REPAIRS-AIR COMPRESS	1,951.75
162219	10/14	STAPLES	110-02-52103-311-000	09/16 PD MISC OFFICE	927.35
			110-02-52103-311-000	09/16 PD MISC OFFICE	771.97
			110-02-52103-311-000	09/16 PD MISC OFFICE	388.73
			110-02-52103-385-000	09/16 PD MISC OFFICE	139.50
			110-03-53103-311-000	09/16 ST MISC OFFICE	107.77
			110-01-51601-311-000	09/16 CD MISC OFFICE	103.42
			110-01-52001-311-000	09/16 MC MISC OFFICE	97.84
			501-09-50101-311-000	09/16 SW MISC OFFICE	93.16
			110-02-52201-311-000	09/16 FD MISC OFFICE	44.90
			521-09-50101-311-000	09/16 AR MISC OFFICE	31.79
			110-01-50301-311-000	09/16 AD MISC OFFICE	27.91
				..... CHECK TOTAL	2,734.34
162220	10/14	GLEASON REDI-MIX	403-11-51202-588-000	09/16-ST CONCRETE MA	1,100.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	1,012.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	989.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	980.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	931.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	920.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	833.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	667.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	580.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	400.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	205.00
			403-11-51202-588-000	09/16-ST CONCRETE MA	200.00
				..... CHECK TOTAL	8,817.00
162221	10/14	WAUPACA SAND & SOLUTIONS	524-05-50101-354-000	SAND TOPDRESSING	1,240.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162222	10/14	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	L DIETRICK 10/15/16	261.16
162223	10/14	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	10/15/16 SAL DEDCTS 10/8/16 HRLY DEDCTS CHECK TOTAL	9,921.76 1,564.85 11,486.61
162224	10/14	STAFFORD ROSENBAUM LLP	110-09-56402-219-000	SILER DOL 03/14/16	575.00
162225	10/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	H. MARTIN 10/15/16	375.00
162226	10/14	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525 611-09-50101-155-525	11/16 PREMIUM 10/16 ADJ CHECK TOTAL	51,474.24 140.64 51,614.88
162227	10/14	KUSSMAUL ELECTRONICS CO, INC	206-02-52205-344-000	09/16-FD PARTS	770.19
162228	10/14	HAPPENINGS MAGAZINE	222-09-50101-259-000	09/16-FALLFEST ADVER	166.00
162229	10/14	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000 110-03-53103-223-000	09/16-SPRINGBROOK RD 09/16-80TH ST CHECK TOTAL	113.06 70.93 183.99
162230	10/14	AIRGAS NORTH CENTRAL	206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000 520-09-50201-317-000	09/16 FD #3 INDUSTRI 09/16 FD #2 INDUSTRI 09/16 FD #5 INDUSTRI 09/16 TD INDUSTRIAL CHECK TOTAL	134.61 62.74 62.74 26.60 286.69
162231	10/14	RAECO-LIC LLC	110-02-52203-235-000	09/16-ISOPROPYL ALC	264.22
162232	10/14	MEDEX LLC	520-09-50101-161-000	10/4/16 LAMBRECHT	800.00
162233	10/14	IOD INCORPORATED	110-09-56405-161-000	9/29/16 WITT	8.39
162234	10/14	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	08/16 GONZALES 9/19/16 WITT 9/15/16 WITT 9/8/16 KENNEDY 9/15/16 WITT CHECK TOTAL	1,548.00 484.50 379.10 279.65 217.60 2,908.85

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162235	10/14	GENEX SERVICES INC	110-09-56405-161-000	9/28/16 FITZGERALD	852.68
162236	10/14	ENCORE UNLIMITED LLC	110-09-56405-161-000	9/1/16 GONZALES	917.42
162237	10/14	KOHN LAW FIRM S.C.	110-00-21581-000-000 110-00-21581-000-000	J STROUF 10/15/16 W BEAL 10/8/16 CHECK TOTAL	742.04 75.81 817.85
162238	10/14	APWA WISCONSIN CHAPTER	631-09-50101-264-000 501-09-50103-264-000	11/2-4/16-CONF(4) 11/2-4/16-CONF(4) CHECK TOTAL	375.00 375.00 750.00
162239	10/14	WILDENBERG, KARL	402-11-51504-586-000	SIDEWALK REPAIR	1,225.00
162240	10/14	AMERICOLLECT, INC	110-00-21581-000-000	G WALUS 10/8/16	157.90
162241	10/14	PARKER, DOROTHY	206-00-13107-000-000	8/10/14 TRANSPORT	132.00
162242	10/14	DORR, HEATHER	206-00-13107-000-000	12/11/13 TRANSPORT	31.00
162243	10/14	BAUER, KELLY	206-00-13107-000-000	5/19/15 PHARM	71.22
162244	10/14	WATERS, ANNA	206-00-13107-000-000	11/20/15 TRANSPORT	543.78
162245	10/14	BERNHARDT, VIRGINIA	206-00-13107-000-000	2/12/16 TRANSPORT	55.53
162246	10/14	LINDERMAN, ROBERT	206-00-13107-000-000	12/1/15 TRANSPORT	73.84
162247	10/14	UNITED HEALTH COMM PLAN OHIO	206-00-13107-000-000	11/6,8,10/15 MCGINNI	239.25
162248	10/14	UNITED HEALTHCARE	206-00-13107-000-000	10/1/15 N ERVIN	171.95
162249	10/14	UMR	206-00-13107-000-000 206-00-13107-000-000	8/7/15 I. TREJNOWSKI 11/28/15 N ZAMPANTI CHECK TOTAL	87.71 85.38 173.09
162250	10/14	RETMUELLER, MICHELLE	206-00-13107-000-000	3/18/16 TRANSPORT	400.00
162251	10/14	PANTER, ARLENE	206-00-13107-000-000	9/29/18 TRANSPORT	75.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162252	10/14	COOGAN, LOUIS	206-00-13107-000-000	1/26/16 TRANSPORT	134.43
162253	10/14	PENZA, MARIE	206-00-13107-000-000	1/14/16 TRANSPORT	124.42
162254	10/14	RITTER, EVELYN	206-00-13107-000-000	11/26/15 TRANSPORT	25.00
162255	10/14	GRNO, EMMA	206-00-13107-000-000	1/31/16 TRANSPORT	25.00
162256	10/14	FLIESS, FLORENCE	206-00-13107-000-000	1/3/16 TRANSPORT	50.00
162257	10/14	TORGERSON, THOMAS	206-00-13107-000-000	5/7/15 TRANSPORT	37.28
162258	10/14	BLUE CROSS BLUE SHIELD IL	206-00-13107-000-000	5/22/15 S SMITH	657.00
162259	10/14	BLEASHKA, MARGARET	110-09-56507-259-000	TREE PLANTING	25.00
162260	10/14	DIAZ, GERARDO	110-00-21111-000-000	COURT PYMT	4.00
162261	10/14	BURTON, ROSHONDA	110-00-21111-000-000	COURT PYMT	114.40
162262	10/14	NALC HEALTH BENEFIT PLAN	206-00-13107-000-000	8/8/12 M VARGAS	576.80
162263	10/14	TROVER SOLUTIONS, INC	206-00-13107-000-000	8/10/15 R CHARETTE	630.00
			206-00-13107-000-000	5/27/15 C KRISKA	615.00
				..... CHECK TOTAL	1,245.00
162264	10/14	POLTROCK, JAMES T.	206-02-52205-263-000	9/21-22-KANSAS CITY	216.11
			206-02-52205-263-000	9/21-22 KANSAS CITY	91.37
			206-02-52205-263-000	9/21-22 KANSAS CITY	75.00
			206-02-52205-219-000	EMT RENEWAL-MCKINNEY	51.00
			206-02-52205-263-000	9/21-22 KANSAS CITY	30.00
				..... CHECK TOTAL	463.48
162265	10/14	MIKOLAS, KEVIN	110-01-51601-261-000	09/16 437 MILES	235.98
162266	10/14	WILKE, BRIAN	110-01-51601-261-000	09/16 45 MILES	24.30
162267	10/14	WASHINGTON, AL	110-01-50901-261-000	09/16 211 MILES	113.94
162268	10/14	STICH, AARON	110-09-56405-166-000	LUMP SUM SETTLEMENT	3,960.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162269	10/14	WESTPHAL, RANDY	110-00-21112-000-000	CABARET LICENSE	100.00
162270	10/14	MOORE, MICHAEL	110-01-51601-261-000	09/16 660 MILES	356.40
162271	10/14	BAKER, ELIZABETH	110-01-50901-261-000	09/16 157 MILES	84.78
162272	10/14	PATTON, DANI	110-01-51303-261-000	09-10/16 222.8 MILES	120.31
162273	10/14	KATH, RICHARD	110-01-51601-261-000	09/16 110 MILES	59.40
GRAND TOTAL FOR PERIOD *****					2,965,859.01