

**AGENDA**  
**KENOSHA COMMON COUNCIL**  
**KENOSHA, WISCONSIN**  
**Kenosha Municipal Building, 625-52nd Street**  
**Council Chambers – Room 200**  
**Monday, November 21, 2016**  
**7:00 PM**

**CALL TO ORDER**  
**ROLL CALL**  
**INVOCATION**  
**PLEDGE OF ALLEGIANCE**

Approval of the minutes of the meeting held November 7, 2016. Pgs. 1-5  
Matters referred to the Committees by the Mayor.  
Presentation, Commendations and Awards by the Mayor.  
Awards and Commendations from Boards, Commissions, Authorities and Committees.

**CITIZENS' COMMENTS**

**A. REFERRALS**

TO THE COMMITTEE ON FINANCE

- A.1. Ordinance by the Mayor - To Repeal Section 1.06 A.A. (of the Code of General Ordinances) Entitled "Ethics Board", to Create Section 1.295 (of the Code of General Ordinances) Entitled "Confidentiality and Impartiality; to Repeal and Recreate Section 29.06 (of the Code of General Ordinances) Relating to Penalties For Failure to File a Statement of Economic Interest, and to Repeal and Recreate Chapter 30 (of the Code of General Ordinances) Entitled "Code Of Ethics". (Also referred to PW, PS&W, SWU, and L/P)
- A.2. Resolution by the Mayor – Resolution To Amend Resolution No.147-11, Adopted on November 29, 2011, Which Amended Emergency Medical Service User Fees (In Accordance With Section 2.20 of The Code Of General Ordinances). ( Also referred to PSW)

TO THE PUBLIC WORKS COMMITTEE

TO THE PUBLIC SAFETY AND WELFARE COMMITTEE

- A.3. Ordinance by Alderperson Dave Paff - To Create Paragraph 7.14 F.4. (of The Code of General Ordinances for the City Of Kenosha) Regarding Operating Two Or More Abreast In Bicycle Lanes.
- A.4. Ordinance by Alderperson Eric Haugaard, Co-Sponsors Alderperson Rocco J. LaMacchia Sr., Alderperson Dave Paff, Alderperson Curt Wilson - To Repeal, Recreate and Renumber Section 7.16 (of the Code of General Ordinances), Entitled Restricting Heavy Vehicle Traffic and Parking.

TO THE CITY PLAN COMMISSION

- A.5. Resolution by the Mayor – Resolution To Amend the Official Map (for the City of Kenosha, Wisconsin) to include the Attachment of Portions of County Trunk Highway S Right of Way located East of State Highway 31 to approximately 43rd Avenue, from the Town of Somers, Kenosha County, Wisconsin (in accordance with the City of Kenosha/Town of Somers Cooperative Plan under Section 66.0307 of the Wisconsin Statutes) (County Trunk Highway S Right of Way).

TO THE LICENSING/PERMIT COMMITTEE

- A.6. Ordinance by the Mayor - To Repeal and Recreate Subparagraph 13.015 E. (of the Code of General Ordinances) Regarding Temporary Cement Batch Plants.
- A.7. Ordinance by the Mayor - To Repeal And Recreate Subsection 12.001 B.1. (of the Code of General Ordinances for the City of Kenosha) Regarding Amusement Device License Required. (Also referred to Finance Committee)

**B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

- B.1. Approval of the following applications (per list on file in the Office of the City Clerk):
  - a. 12 Operator's (Bartender's) licenses.
  - b. 0 Successor of Agent Status of Beer and/or Liquor licenses.
  - c. 0 Temporary Class "B" Beer and/or "Class B" Wine licenses.
  - d. 0 Taxi Driver Licenses.

Pg. 6

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

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

- C.1. Approve applications for new Operator's (Bartender's) Licenses, subject to:
  - 0 demerit points:
    - a. Kulvir Singh
  - 20 demerit points:
    - b. Ahmad Nasir Yusuf
  - 40 demerit points:
    - c. King Tran
  - 45 demerit points:
    - d. Ali Murtaza
  - 50 demerit points:
    - e. Laura Yarbrough
  - 60 demerit points:
    - f. Stephani Russell
  - g. Jesus Badillo Tejada

(L/P - Ayes 5, Noes 0) **HEARING**  
Pgs. 7-13
- C.2. Deny application of Rachel Rodriguez for a new Operator's (Bartender's) License, based on material police record and false application. (L/P - Ayes 5, Noes 0)  
**HEARING**  
Pgs. 14-16
- C.3. Deny application of Devin Hanna for a new Operator's (Bartender's) License, based on material police record and false application. (L/P - Ayes 5, Noes 0) **HEARING**  
Pgs. 17-19
- C.4. Approve application of Brian Walraven for a new Taxi Driver's License, subject to 80 demerit points. (Referred back to L/P 11/07/16) (L/P - Ayes 5, Noes 0) **HEARING**  
Pg. 20
- C.5. Deny application of Lonnie DeFord for a new Taxi Driver's License, based on material police record. (L/P - Ayes 4, Noes 0, Abstains 1) **HEARING** Pgs. 21-23

- C.6. Approve application of Sawsan's Market, LLC (Ali Sawsan, Agent), for a Class "A" Beer License located at 1824 50th St. (Quality Foods), upon surrender of a similar license at the same location from Quality Food Market, Inc., with no adverse recommendations. (District 7) (L/P - Ayes 5, Noes 0) **HEARING** Pgs. 24-29
- C.7. Approve application of Grewal Food Mart, Inc. (Varinder Singh, Agent), for a Class "B" Beer/"Class B" Liquor License located at 1912 52nd St. (Moe Moe's Midnight), upon surrender of a similar license at the same location from G-Knows, Inc., with no adverse recommendations. (District 7) (L/P - Ayes 4, Noes 1) **HEARING** Pgs. 30-35
- C.8. Approve application of AJPN, Inc. (Pennie Jarvi, Agent), for a Class "B" Beer/"Class B" Liquor License located at 5605 22nd Ave. (Kenosha Midnight Liquor), upon surrender of a similar license at the same location from Kenosha Midnight, Inc., with no adverse recommendations. (District 2) (L/P - Ayes 5, Noes 0) **HEARING** Pgs. 36-40
- C.9. Approve application of The Waves Bar & Grill, LLC (Heather Martinez, Agent), for a Class "B" Beer/"Class B" Liquor License located at 2232 Roosevelt Rd. (The Waves Bar & Grill), upon surrender of a similar license at the same location from Bindelli's Safari, Inc., subject to 20 demerit points. (District 3) (L/P - Ayes 5, Noes 0) **HEARING** Pgs. 41-47
- C.10. Approve applications for Probationary Cabaret Licenses, with no adverse recommendations:
- a. AJPN, Inc. (Kenosha Midnight Liquor, 5605 22nd Ave., District 2)
  - b. The Waves Bar & Grill, LLC, (The Waves Bar & Grill, 2232 Roosevelt Rd., District 3)
- (L/P - Ayes 5, Noes 0) **HEARING** Pgs. 48-51

#### **D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

##### **E. ORDINANCES 1<sup>st</sup> READING**

##### **F. ZONING ORDINANCES 1<sup>st</sup> READING**

- F.1. Zoning Ordinance by the Mayor – To Rezone the property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District (in conformance with Section 10.02 of the Zoning Ordinance) (Habitat for Humanity of Kenosha, Inc.). (District 10) (CP – Ayes 7, Noes 0) Pgs. 52-71

##### **G. ORDINANCES 2<sup>nd</sup> READING**

- G.1. Ordinance by the Mayor – To Repeal Section 5.04 (of the Code of General Ordinances) in its Entirety Entitled “Streets, Alleys, And Sidewalks”, And to Recreate Section 5.04 (of the Code of General Ordinances) Entitled “Public Utilities, Right-of-Way Excavation, Streets, and Alleys. (PW - Ayes 5, Noes 0; PSW - Ayes 3, Noes 0) **PUBLIC HEARING** Pgs. 72-92

##### **H. ZONING ORDINANCES 2<sup>nd</sup> READING**

**I. RESOLUTIONS**

- I.1. Resolution by the Public Works Committee - Resolution To Vacate an alley between 75th Street and Roosevelt Road from 38th Avenue east 116 feet (Hervat/Mathewson). (District 8) (CP – Ayes 8, Noes 0; PW – Ayes 4, Noes 1) **PUBLIC HEARING**  
Pgs. 93-99
- I.2. Resolution by the Public Works Committee - Resolution To Vacate an alley between 24th and 25th Avenues south of 66th Street 100 feet (Hervat/Mathewson). (District 8) (CP – Ayes 8, Noes 0; PW – Ayes 5, Noes 0) **PUBLIC HEARING** Pgs. 100-106
- I.3. Resolution by the Public Works Committee - Resolution To Vacate an alley between 61st and 62nd Streets, the north 114.5 feet of the alley west of 14th Avenue (Hervat/Michalski). (District 3) (CP – Ayes 8, Noes 0; PW – Ayes 5, Noes 0) **PUBLIC HEARING** Pgs. 107-113
- I.4. Resolution by the Board of Water Commissioners - Resolution to Place Special Assessments Against Benefited Parcels of Property on the 2016 Real Estate Tax Roll for the Construction of Water/Sewer Mains, Connections and Laterals, and for Delinquent Water, Sewerage and Household Hazardous Waste Bills, Etc., in an Amount Not to Exceed \$1,820,982.00. (Board of Water Comm. - Ayes 5, Noes 0)  
Pg. 114
- I.5. Resolution by the Mayor – Resolution To Place Special Assessments against Benefited Parcels of Property on the 2016 Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to Exceed \$362,293.19. (SWU - Ayes 5, Noes 0; Fin. - recommendation pending) Pg. 115

**J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR**

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

- K.1. Award of Contract for Project 16-1430 Strawberry Creek Park Playground Equipment Installation (13580 66th Place) to Bluemel's Maintenance Service, Inc. (Greenfield, Wisconsin) in the amount of \$72,000. (District 16) (PW - Ayes 5, Noes 0; Park Comm. - Ayes 4, Noes 0) Pg. 116

**L. OTHER CONTRACTS AND AGREEMENTS**

- L.1. Consideration of HOME Program Rental Rehabilitation Loan Funding from Varin/Library Park II, LLC for the Proposed Residences at Library Park Apartments, 720 59th Place. (District 2) (HOME – Ayes 5, Noes 1; Fin. – recommendation pending) Pgs. 117-180
- L.2. Programmatic Agreement Between the City of Kenosha, Housing and Urban Development, Community Development Block Grant Program and the Wisconsin Historical Society, State Historic Preservation Officer. (Fin - recommendation pending) Pgs. 181-194

- L.3. Approval of the Offer to Purchase property at 1808 53rd Street from D & M Vranak Family Asset Trust. (District 7) (Fin. – recommendation pending) Pgs. 195-214
- L.4. Approval of the Offer to Purchase property at 1202 60th Street from William and Janice Deaton Revocable Trust (Gateway Mortgage). (District 2) (Fin. – recommendation pending) Pgs. 215-245

**M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

- M.1. KABA 2016 3<sup>rd</sup> Quarter Loan Report. (Fin. - recommendation pending) Pgs. 246-255
- M.2. Disbursement Record #20 - \$3,839,030.90. (Fin. - recommendation pending) Pgs. 256-289

**N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

- N.1. Change Order (Contract Deadline Only) for Project 16-1417 2016 Tree Removal (Citywide Locations). (All Districts). (PW - Ayes 5, Noes 0; Park Comm. - Ayes 4, Noes 0) Pg. 290
- N.2. Acceptance of Project 13-1413 Petzke Park Phase 2 (1700 29th Street) which has been satisfactorily completed by Rasch Construction & Engineering, Inc. (Kenosha, Wisconsin). The final amount of the contract is \$551,009.05. (District 1) (PW - Ayes 5, Noes 0; Park Comm. - Ayes 4, Noes 0) Pg. 291
- N.3. Acceptance of Project 13-1132 River Crossing Swale Phase 2 (From 67th Street South 415 FT along rear lots between 107th Avenue and 108th Avenue) which has been satisfactorily completed by Applied Ecological Services (Brodhead, Wisconsin). The final amount of the contract is \$39,671.76. (District 17) (PW - Ayes 5, Noes 0; SWU - Ayes 5, Noes 0) Pg. 292

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

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

- P.1. The Community Development Block Grant Funding Request and Subsequent Deadline Extension of the Kenosha Community Health Center. **PUBLIC HEARING**  
Pgs. 293-310
  - a. LEGISLATIVE REPORT
  - b. MAYOR'S COMMENTS
  - c. ALDERPERSON COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE,  
PLEASE CALL 653-4020 BEFORE THIS MEETING  
[KENOSHA.ORG](http://KENOSHA.ORG)

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**John M. Antaramian, Mayor**

**Debra L. Salas, City Clerk**

**KENOSHA MUNICIPAL BUILDING  
COUNCIL CHAMBERS ROOM 200**

**November 7, 2016**

At a meeting of the Common Council held this evening, His Honor, Mayor John A. Antaramian presided. The meeting was called to order at 7:37 pm.

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

The invocation was given by Pastor Mike Middleton of Kenosha Bible Church.

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

It was moved by Alderperson Gordon, seconded by Alderperson Juliana, to approve the minutes of the meeting held October 17, 2016.

On a voice vote, motion carried unanimously.

Alderperson Rose and Mayor Antaramian presented commendations to three World War II veterans on behalf of the Kenosha Hometown Heroes Commission.

At 7:51 pm, it was moved by Alderperson Michalski, seconded by Alderperson Fox, to take a recess. On a voice vote, motion carried. The meeting reconvened at 7:53 pm.

No citizens spoke during Citizen's Comments.

**A. REFERRALS**

**TO THE CITY PLAN COMMISSION**

A.1. Zoning Ordinance by the Mayor – To Rezone the property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District (in Conformance with Section 10.02 of the Zoning Ordinance) (Habitat for Humanity of Kenosha, Inc.). (District 10)

A.2. Zoning Ordinance by the Mayor – To Rezone the property at 125th Avenue North of 75th Street and South of 71st Street from A-2 Agricultural Land Holding District to B-2 Community Business District (in Conformance with Section 10.02 of the Zoning Ordinance) (Rasmussen). (District 16)

**B. COMMUNICATIONS, PETITIONS, REPORTS OF DEPARTMENTS**

B.1. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to approve (per list on file in the office of the City Clerk):

- a. 34 applications for an Operator's (Bartender's) license.
- b. There were no applications for a transfer of agent status of Beer and/or Liquor license.
- c. 2 applications for a Temporary Class "B" Beer and/or "Class B" Wine license.
- d. There were no applications for a Taxi Driver's license.

On a voice vote, motion carried, with Alderperson Downing abstaining on a.2. and a.3. due to a conflict of interest.

B.2. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski to approve Communication from the City Clerk regarding the voluntary surrender of the Class "B" Beer/"Class B" Liquor License of The Waves Bar and Grill LLC (The Waves Bar & Grill), 3214 60th Street. On a voice vote, motion carried.

**C. RECOMMENDATIONS FROM THE COMMITTEE ON LICENSING/PERMITS**

C.1. It was moved by Alderperson Wilson, seconded by Alderperson Kennedy, to concur with the recommendation of the Licensing/Permit Committee to approve applications for new Operator's (Bartender's) Licenses, subject to:

- 15 demerit points:
  - a. Octavia Winters-McDaniel
- 30 demerit points:
  - b. Miranda Johnston
  - c. Makayla Sterba
- 40 demerit points:
  - d. Edward Rothman
  - e. Leah DeSeife
- 50 demerit points:
  - f. Lavonne McRoberts

A hearing was held. The applicants did not appear. On a voice vote, motion carried.

It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to concur with the recommendation of the Licensing/Permit Committee to deny based on material police record and false application:

C.2. Application of Troy Reichenberger for a new Operator (Bartender's) License.

C.3. Application of Brian Walraven for a new Taxi Driver's License.

C.4. Application of Steven Varnado for a new Taxi Driver's License.

A hearing was held. Applicant C.4. appeared.

C.2.-C.4.1. It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to separate C.3. On a voice vote, motion carried.

C.2.-C.4.2 It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to deny C.2. and C.4. On a voice vote, motion carried.

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**John M. Antaramian, Mayor**

**Debra L. Salas, City Clerk**

C.2.-C.4.3 It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to send C.3. back to the Licensing/Permit Committee. On a voice vote, motion carried.

It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to concur with the recommendation of the Licensing/Permit Committee to approve:

C.5. Application for Successor of Agent status of the Class "B" Beer/"Class B" Liquor License located at 514 56th Street (Rhode Center for the Arts), from Oliver Johnson to Jenifer Cooper, subject to 10 demerit points.

C.6. Application of Raul Garcia for an Amusement & Recreation Enterprise Supervisor License (8 Bit, 5301 22nd Avenue), with no adverse recommendations.

C.7. Application of Stephen Lee for a Peddler Stand located at Civic Center Park, to be effective through September 30, 2017, with no adverse recommendations.

C.8. Application of Kenosha Common Markets, Inc. for a Temporary Class "B" Beer/"Class B" Wine license for the Kenosha Harbor Holiday event to be held on December 3, 2016.

A hearing was held for Items C.5. through C.7. The applicants did not appear. On a voice vote, motion carried

**D. REPORTS AND RECOMMENDATIONS OF BOARDS AND COMMISSIONS**

**E. ORDINANCES 1ST READING**

It was moved by Alderperson Mathewson, seconded by Alderperson Kennedy, to send the following ordinance on its way:

E.1. Ordinance by The Mayor - To Repeal Section 5.04 (Of The Code Of General Ordinances) In Its Entirety Entitled "Streets, Alleys, And Sidewalks", And To Recreate Section 5.04 (Of The Code Of General Ordinances) Entitled "Public Utilities, Right-of-Way Excavation, Streets, And Alleys. On a voice vote, motion carried.

**F. ZONING ORDINANCES 1ST READING**

**G. ORDINANCES 2ND READING**

**H. ZONING ORDINANCES 2ND READING**

H.1. It was moved by Alderperson Michalski, seconded by Alderperson Gordon, to adopt Zoning Ordinance 33-16. A public hearing was held. Larry Nelson of Bane Nelson spoke regarding this item and Item H.2. Major Nathan Olson of the Wisconsin Department of Military Affairs, Army National Guard, Madison spoke. On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

**Zoning Ordinance 33-16**

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

**Approved: John M. Antaramian, Mayor**

**Attest: Debra L. Salas, City Clerk-Treasurer**

**Passed: November 7, 2016**

**Published: November 11, 2016**

H.2. It was moved by Alderperson Mathewson, seconded by Alderperson Downing, to adopt Zoning Ordinance 34-16. A public hearing was held. Larry Nelson of Bane-Nelson spoke (see Item H.1.) On roll call vote, motion carried unanimously and said ordinance was thereupon adopted:

**Zoning Ordinance 33-16**

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

**Approved: John M. Antaramian, Mayor**

**Attest: Debra L. Salas, City Clerk-Treasurer**

**Passed: November 7, 2016**

**Published: November 11, 2016**

**I. RESOLUTIONS**

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

I.1. It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to concur with the recommendation of the Finance Committee to approve Resolution 134-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 134-16**

**Resolution By The Mayor - Resolution Awarding The Sale of \$660,000 General Obligation Promissory Notes, Series 2016B.**

**Adopted: November 7, 2016**

I.2. It was moved by Alderperson Kennedy, seconded by Alderperson Mathewson, to concur with the recommendation of the Finance Committee to approve Resolution 135-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 135-16**

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**John M. Antaramian, Mayor**

**Debra L. Salas, City Clerk**

**Resolution by The Mayor - Resolution Awarding The Sale of \$7,880,000 Taxable General Obligation Promissory Notes, Series 2016.**

**Adopted: November 7, 2016**

I.3. It was moved by Alderperson Bogdala, seconded by Alderperson Juliana, to approve Resolution 136-16.

I.3.1. It was moved by Alderperson Bogdala, seconded by Alderperson Kennedy, to amend the resolution as presented. On a voice vote, motion carried. On roll call vote, motion to approve carried unanimously and said resolution was thereupon approved:

**Resolution 136-16**

**Resolution by Alderperson David F. Bogdala, Co-Sponsor Alderperson Mitchell Pedersen - Resolution To Invite The Executive Director And The President Of The Kenosha Community Health Center To A Meeting Of The Common Council To Answer Questions Regarding The Community Development Block Grant Funding Request And Subsequent Deadline Extension.**

**Adopted: November 7, 2016**

I.4. It was moved by Alderperson Ruffolo, seconded by Alderperson Wilson, to concur with the recommendation of the Finance Committee to approve Resolution 137-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 137-16**

**By The Mayor - Resolution To Approve a 2016 Allowable Municipal Levy Limit of \$63,230,031.**

**Adopted: November 7, 2016**

I.5. It was moved by Alderperson Juliana, seconded by Alderperson Mathewson, to approve Resolution 138-16. On roll call vote, motion carried unanimously and said resolution was thereupon approved:

**Resolution 138-16**

**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.**

**Adopted: November 7, 2016**

I.6. It was moved by Alderperson Mathewson, seconded by Alderperson Wilson, to concur with the recommendation of the Finance Committee to deny 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. A hearing was held. The petitioner did not appear. On roll call vote, motion carried (12-1) with Alderperson Fox voting nay.

I.7. It was moved by Alderperson Michalski, seconded by Alderperson Juliana, to concur with the recommendation of the Finance Committee to approve Resolution 139-16 to reduce the \$172.00 fee to \$86.00 and reduce the \$190.00 fee to \$95.00 if the work is completed by April 1, 2017 regarding 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. A hearing was held. The petitioner did not appear. On roll call vote, motion carried (11-2) with Alderpersons Bogdala and Mathewson voting nay and said resolution was thereupon approved:

**Resolution 139-16**

**Resolution to Reduce by Half Each of Two (2) Special Charges for Property Maintenance Reinspection Fees Levied by Resolution No. 98-16 and Resolution No. 112-16 against Parcel No. 05-123-06-135-021 (6300 10th Avenue) Kenosha, Wisconsin (As Amended).**

**Adopted: November 7, 2016**

I.8. It was moved by Alderperson Mathewson, seconded by Alderperson Wilson, to concur with the recommendation of the Finance Committee to deny 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. A hearing was held. The petitioner did not appear. On roll call vote, motion carried (11-2) with Alderpersons Fox and Michalski voting nay.

**J. APPOINTMENTS/REAPPOINTMENTS BY THE MAYOR**

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

J.1. Appointment of Peter Touhey (3011 89th Street, Kenosha) to the Library Board to fulfill an unexpired term which expires July 1, 2019.

J.2. Reappointments to the Kenosha Lakeshore BID Board of Directors for terms to expire November 18, 2019:

- a. Maria Caravati (5901 6th Avenue, Kenosha)
- b. Kevin Ervin (508 58th Street, Kenosha)
- c. Scott Holloway (715 57th Street, Kenosha)

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**John M. Antaramian, Mayor**

**Debra L. Salas, City Clerk**

J.3. Reappointment of Ronald R. Frederick (6038 34th Avenue, Kenosha) to the Community Development Block Grant Committee and HOME Program Commission, for terms to expire November 15, 2019.  
On a voice vote, motion carried.

**K. PUBLIC CONSTRUCTION AND IMPROVEMENT CONTRACTS**

**L. OTHER CONTRACTS AND AGREEMENTS**

It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to concur with the recommendation of the Finance Committee to approve:

L.1. With update to correct the typographical error the Acceptance of the Assignment Agreement for property located at 5801 6th Avenue

L.2. Offer to Purchase for property located at 5801 6th Avenue.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to concur with the recommendation of the Finance Committee to approve:

L.3. With update to correct the typographical error the 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.

L.4. 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.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Kennedy, seconded by Alderperson Wilson, to concur with the recommendation of the Finance Committee to approve:

L.5. With update to correct the typographical error the Acceptance of the Assignment Agreement for property located at 409 59th Street.

L.6. Approval of the Offer to Purchase for property located at 409 59th Street.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to concur with the recommendation of the Finance Committee to approve:

L.7. With update to correct the typographical error the Acceptance of the Assignment Agreement for property located at 5907 5th Avenue.

L.8. Approval of the Offer to Purchase for property located at 5907 5th Avenue.

On roll call vote, motion carried unanimously.

It was moved by Alderperson Kennedy, seconded by Alderperson Juliana, to concur with the recommendation of the Finance Committee to approve:

L.9. With update to correct the typographical error the Acceptance of the Assignment Agreement for properties located at 5911 and 5917 5th Avenue.

L.10. Approval of the Offer to Purchase for properties located at 5911 and 5917 5th Avenue.

On roll call vote, motion carried unanimously.

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

L.11. Permanent Storm Sewer and Detention Pond Easement and Agreement between Kenosha Unified School District (Bullen Middle School) and the City of Kenosha.

L.12. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and Kenosha Unified School District (Bullen Middle School).

L.13. Permanent Storm Sewer and Detention Pond Easement and Agreement between 6441 Holdings, LLC and the City of Kenosha.

L.14. Stormwater Drainage Facilities Maintenance Agreement between the City of Kenosha and 6441 Holdings, LLC.

L.15. Quit Claim Deed to transfer City-owned property located 5802 14th Avenue from the City of Kenosha to Evren and Suzanne Hanson.

On roll call vote, motion carried unanimously.

L.16. It was moved by Alderperson Kennedy, seconded by Alderperson Rose, to approve Grant Agreement between the City of Kenosha and Associated Bank for home repair grants. On roll call vote, motion carried unanimously.

L.17. It was moved by Alderperson Kennedy, seconded by Alderperson Gordon, to approve Grant Agreement between the City of Kenosha and Associated Bank for fair lending training. After discussion, there was a modification to the agreement to come back to the Home Commission and Common Council. On a voice vote, motion carried.

L.17.1. On roll call vote, motion to approve carried unanimously.

L.18. It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve First Amendment to the Community Development Block Grant Subgrantee Agreement – Salvation Army (Transportation Assistance Program – Budget Amendment). On roll call vote, motion carried unanimously.

**M. RECOMMENDATIONS FROM THE COMMITTEE ON FINANCE**

It was moved by Alderperson Mathewson, seconded by Alderperson Kennedy, to deny:

M.1. 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). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

It was moved by Alderperson Mathewson, seconded by Alderperson Juliana, to concur with the recommendation of the Finance Committee to deny:

**COMMON COUNCIL  
OFFICIAL PROCEEDINGS**

**John M. Antaramian, Mayor**

**Debra L. Salas, City Clerk**

M.2. 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). A hearing was held. The applicants did not appear. On a voice vote, motion carried.

It was moved by Alderperson Mathewson, seconded by Alderperson Rose, to concur with the recommendation of the Finance Committee to deny:

M.3. 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). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

It was moved by Alderperson Juliana, seconded by Alderperson Fox, to concur with the recommendation of the Finance Committee to approve:

M.4. 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). A hearing was held. The applicant did not appear. On a voice vote, motion carried.

It was moved by Alderperson Juliana, seconded by Alderperson Ruffolo, to concur with the recommendation of the Finance Committee to reduce by 50% if the work is completed by April 1, 2017:

M.5. 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). A hearing was held. The applicant did not appear. On a roll call vote, motion carried (10-3) with Alderpersons Pedersen, Bogdala and Mathewson voting nay.

It was moved by Alderperson Kennedy, seconded by Alderperson Michalski, to approve items M.6. and N.1 after being read:

M.6. Disbursement Record #19 - \$4,223,172.43.

**N. RECOMMENDATIONS FROM THE COMMITTEE ON PUBLIC WORKS**

N.1. Change Order (Contract Deadline Only) for Project 16-1418 2016 Tree Planting (Citywide Locations). On roll call vote, motion carried unanimously.

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

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

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

O.1.1. Alderperson Kennedy amended to approve with the condition that the siding match the existing home. A hearing was held. Petitioner Christian Solais appeared.

On a voice vote, motion carried.

O.1.2. On a voice vote, the motion to approve as amended carried.

O.1.3. A roll call vote to approve as amended was taken. Motion carried (10-3) with Alderpersons Pedersen, Bogdala and Ruffolo voting nay.

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

At this time, Mayor Antaramian introduced the new Fire Chief, Charles Leipzig.

**ADJOURNMENT**

There being no further business to come before the Common Council, it was moved by Alderperson Michalski, seconded by Alderperson Kennedy, to adjourn at 9:15 pm. On a voice vote, motion carried.

Approved:

**JOHN M. ANTARAMIAN  
MAYOR**

Attest:

**DEBRA L. SALAS  
CITY CLERK-TREASURER**

<b>B.1.</b>	<b>NOVEMBER 21, 2016</b>		<b>BARTENDERS</b>	<b>NO ADVERSE</b>
<b>a.</b>	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
<b>1</b>	Diana	Dejonge	3307 15 <sup>th</sup> St. Apt. 1B	Mike's Chicken and Donuts
<b>2</b>	Colleen	Gerou	7809 38 <sup>th</sup> Ave	Brat Too
<b>3</b>	Laurie	Ginter	3106 13 <sup>th</sup> Lane #E	George's Club Highview
<b>4</b>	Tassadia	Husain	1454 W. Foster Ave – Milwaukee, WI	Mian's Petro
<b>5</b>	Ryan	Olson	2001 Alford Park Dr, Box 1560	Shenanigan's
<b>6</b>	Miranda	Paakola	5217 10 <sup>th</sup> Ave	Uncle Mike's
<b>7</b>	Linda	Pham	5110 Biscayne Ave #14 – Racine, WI	Quality Foods
<b>8</b>	Katherine	Romano	5522 49 <sup>th</sup> Ave	
<b>9</b>	Nicholas	Santuro	10120 64 <sup>th</sup> St	Woodman's
<b>10</b>	Kerry	Tucker	N. 3001 Marshall Lane- Lake Geneva	Meijer
<b>11</b>	Teresa	Wade	1331 22 <sup>nd</sup> Ave	Skybox
<b>12</b>	Angela	Williams	2105 80 <sup>th</sup> St. Apt.1	Walgreens
	<b>TOTAL =</b>	<b>12</b>		
<b>b.</b>	<b>SUCCESSOR OF AGENT</b>			
	<b>First Name</b>	<b>Last Name</b>	<b>Address</b>	<b>Business Name</b>
	<b>TOTAL =</b>	<b>0</b>		
<b>c.</b>	<b>TEMPORARY CLASS "B" BEER</b>			
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
	<b>TEMPORARY CLASS "CLASS B" WINE</b>			
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
	<b>TEMPORARY CLASS "B" BEER &amp; "CLASS B" WINE</b>			
	<b>Event Date</b>	<b>Organization Name</b>	<b>Location of Event</b>	<b>Event</b>
	<b>TOTAL =</b>	<b>0</b>		
	<b>TAXI DRIVERS</b>			
	<b>TOTAL =</b>	<b>0</b>		

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

*1a*

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
11/8/2016	Kulvir Singh		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170799	1200 W. Pilgrim Pkwy Creek, WI 53154	Oak Moe Moe's Midnight	1912 52nd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/5/2015	IMPROPER EQUIPMENT	GUILTY	N/A	0

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	0
Were all offenses listed on the application?	
<b>TOTAL DEMERIT POINTS</b>	<b>0</b>

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> <b>GRANT</b> , Subject to <input type="text" value="0"/> Demerit Points
<input type="checkbox"/> <b>DENY</b> , based on material police record (substantially related to the license activity)
<input type="checkbox"/> <b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>



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

1c

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/17/2016	King Tran		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170768	2320 71st Street Lower	Club Bene's	2827 63rd Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
6/6/2014	CRIMINAL TRESPASS	GUILTY	Y	20
6/6/2014	THEFT-MOVABLE PROPERTY <=\$2500	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	40	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>40</b>	

CITY ATTORNEY'S COMMENTS

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

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

1d

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Confidential ID Card
10/25/2016	Ali Murtaza		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170781	5904 50th Avenue #14	Mian's Petroleum	5006 60th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
10/21/2016	LIQUOR, SELL TO MINOR	DISPO PENDING	N	25

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	25	
Were all offenses listed on the application?	N=20	
<b>TOTAL DEMERIT POINTS</b>	<b>45</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/> GRANT, Subject to <input type="text" value="45"/> Demerit Points	
<input type="checkbox"/> DENY, based on material police record (substantially related to the license activity)	
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application	

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

1e

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/27/2016	Laura Yarbrough		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170782	4008 81st Street #F	Kenosha Yacht Club Bull & Bear Eatery & Tavern	5130 4th Avenue 4017 80th Street

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
9/2/2016	OPERATING WHILE INTOXICATED - IMPLIED CONSENT-UTC REFUSAL	DISPO PENDING	Y	50

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

CITY ATTORNEY'S COMMENTS

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

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

1f

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/17/2016	Stephani Russell		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170767	8730 37th Avenue	Speedway	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/20/2012	OPERATING WHILE SUSPENDED	GUILTY	N	10
7/18/2012	OPERATING WHILE SUSPENDED	GUILTY	N	20
12/3/2013	LICENSE NOT ON PERSON	GUILTY	Y	0
5/28/2015	LICENSE NOT ON PERSON	GUILTY	N	0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	30	
Were all offenses listed on the application?	N=20	
<b>TOTAL DEMERIT POINTS</b>	<b>50</b>	

CITY ATTORNEY'S COMMENTS

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

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

29

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/28/2016	Jesus Badillo Tejada		Suspended
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170791	1914 21st Ave	Villa D Carlo	5140 6th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
3/27/2012	OPERATING WHILE SUSPENDED	GUILTY	Y	10
5/31/2012	OPERATING W/O LICENSE	GUILTY	Y	20
10/16/2013	OPERATING WHILE SUSPENDED	GUILTY	Y	10
8/24/2014	OPERATING WHILE SUSPENDED	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	60	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>60</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	<b>GRANT</b> , Subject to <input type="text" value="60"/> Demerit Points
<input type="checkbox"/>	<b>DENY</b> , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	<b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>

## NEW Operator's (Bartender) License

2

### Police Record Report

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/31/2016	Rachel Rodriguez		Revoked
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170790	1738 Virginia St., Racine, WI	Applebee's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
8/21/2013	OPERATING WHILE INTOXICATED	GUILTY	Y	50
7/20/2016	OPERATING WHILE REVOKED (REV DUE TO ALC/CONTR SUBST/REFUSAL)	DISPO PENDING	N	10
1/6/2014	NCI			100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	160	
Were all offenses listed on the application?	N=20	
<b>TOTAL DEMERIT POINTS</b>	<b>180</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input type="checkbox"/> <b>GRANT</b> , Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> <b>DENY</b> , based on material police record and false application
<input type="checkbox"/> <b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>



Adverse
FILED <u>10/31/16</u>
INITIALS <u>JA</u>
ADVERSE/NO ADV
LP _____
CC _____
LETTER _____

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

Fee: \$75.00  new  renewal

Beverage Course Completed  
 HOLD for Beverage Course

License # 4170790  
Provisional Issued: yes  no

I hereby apply for an Operator's License to serve Alcoholic Beverages in any place of business operated under a Class "B", "Class B", Class "A", "Class A", and/or "Class C" License in the City of Kenosha to and including the 30<sup>th</sup> day of June, 2017 (unless sooner revoked). I hereby note that I am responsible for knowing and abiding by the contents of Chapter 125 of the Wisconsin Statutes and Chapter 10 of the Code of General Ordinances and that my license may be suspended, revoked, or not renewed, and/or I may be subject to a civil forfeiture for non-compliance therewith.

Last Name: Rodriguez First Name: Rachel MI: M  
(NOTE: Name must appear exactly as it appears on driver's license or state ID)

Date of Birth: \_\_\_\_\_ Gender: F Phone: 262-498-2449

Home Address: 1738 Virginia St Racine WI 53405  
CITY STATE ZIP

Email: Ray.rr25@gmail.com  
(correspondence will be via email if address is given)

Driver's License or State ID Number: \_\_\_\_\_  
STATE NUMBER

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

**ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Yes  No If yes, explain:

Driving violations DWI

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

non pending DWI

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

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

Kobyn's Pub

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

N/A

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

Applicant's Signature:

Date:

11-1-16

# New Bartender's (Operator's) License Application

## Police Record Report

3

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/28/2016	Devin Hanna		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170787	2109 88th Street	Shenanigan's	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/28/2014	INTOXICANT IN VEHICLE CARRYING UNDERAGE PERSON	GUILTY	Y	
1/6/2015	OPERATING WHILE SUSPENDED	GUILTY	N	
1/25/2015	OPERATING WHILE SUSPENDED	GUILTY	N	
2/10/2015	OPERATING WHILE SUSPENDED	GUILTY	N	
12/31/2015	INTOXICANT IN VEHICLE CARRYING UNDERAGE PERSON	GUILTY	Y	
12/31/2015	UNDERAGE LIQUOR VIOLATION	GUILTY	Y	
6/24/2016	MANUFACTURE/DELIVER THC (<=200g) FELONY I- 3 COUNTS	DISPO PENDING	Y	
* ACTIVE WARRANT: OCONTO COUNTY- ISSUED 05-14-15 / LOCAL ORDINANCE-TRAFFIC OFFENSE-CONTEMPT OF COURT-FAIL TO PAY- EXCEED SPEED & OAS / BOND AMOUNT -\$247.80				300

CITY ATTORNEY'S RECOMMENDATION	
Offense Demerit Points	
Were all offenses listed on the application?	
<b>TOTAL DEMERIT POINTS</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input type="checkbox"/> GRANT, Subject to <input type="checkbox"/> Demerit Points
<input checked="" type="checkbox"/> DENY, based on material police record and false application
<input type="checkbox"/> DEFER or GRANT subject to Non-Renewal Revocation due to False Application



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

Yes  No If yes, explain:

Revoked for underage drinking was reinstated

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

Speeding -  
NO insurance -  
SEATBELT -

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

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

Huendgens - East Troy  
MCS - Union & WJC

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

2104 86 St Kenosha WI  
309 N main ST RURLINGTON

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

Applicant's Signature: Devin Huns

Date: OCT 28 2010

**New Taxi Driver's License  
Police Record Report**

4

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
9/30/2016	Brian Walraven		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
170019	7303 14th Avenue	Keno Cab Co.	5107 28th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
4/28/2013	BATTERY/SIMPLE ASSAULT	GUILTY	Y	20
3/13/2012	COMPULSORY -NO INSURANCE	GUILTY	Y	N/A
5/7/2012	ILLEGAL TURN	GUILTY	Y	20
7/6/2012	OBSTRUCTED VIEW	GUILTY	Y	20
9/18/2013	COMPULSORY -NO INSURANCE	GUILTY	Y	N/A
9/18/2013	MISCELLANEOUS	GUILTY	Y	20

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	80	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>80</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION
<input checked="" type="checkbox"/> <b>GRANT</b> , Subject to <input type="text" value="80"/> Demerit Points
<input type="checkbox"/> <b>DENY</b> , based on material police record and false application
<input type="checkbox"/> <b>DEFER or GRANT subject to Non-Renewal Revocation due to False Application</b>

**NEW Taxi Driver's License  
Police Record Report**

5

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/27/2016	Lonnie DeFord		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
N170021	5510 23rd Avenue	Keno Cab	5107 28th Avenue

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
2/9/2013	SPEEDING INTERMEDIATE	GUILTY	Y	40
5/2/1997	1ST DEGREE SEXUAL ASSAULT OF CHILD-FELONY B	GUILTY / NO CONTEST	Y	100

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	140	
Were all offenses listed on the application?	Y	
<b>TOTAL DEMERIT POINTS</b>	<b>140</b>	

CITY ATTORNEY'S COMMENTS

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



Adverse  
FILED 10/27/16  
INITIALS LD  
ADVERSE/NO ADV  
LP \_\_\_\_\_  
CC \_\_\_\_\_  
LETTER \_\_\_\_\_

### TAXI DRIVER'S LICENSE

Type: 144 Fee: \$30.00  new  renewal

Expires: April 30, 2017 License # N170021

The undersigned requests that a license be granted in accordance with Chapter XIII, Section 13.07 G. of the Code of General Ordinances of the City of Kenosha, and certifies that the following information is true and correct to the best of his/her knowledge.

Last Name: DEFORD First Name: LONNIE MI: W

(NOTE: Write name exactly as it appears on your Wisconsin Driver's License)

Date of Birth: \_\_\_\_\_ Gender: M Phone: 262-914-6584

Home Address: 5510-23RD AVE

City/State/Zip: KENOSHA WI 53140

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

Driver's License Number \_\_\_\_\_ NUMBER

Name of Business Where License will be used KENO CAB

#### ANSWER THE FOLLOWING QUESTIONS TRULY AND COMPLETELY:

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

If yes, state: charge, year, result

SEX OFFENSE MAY, 01, 1997 FOUND GUILTY

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

WISCONSIN

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

Yes  No If yes, explain:

DUI 1996

-OVER-

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

Speeding PAID FINE

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

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

N/A

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

5510-23RD AVE LOWER KENOSHA WI 53140

8. I hereby certify that I am the applicant named in this application, and I have read and answered each and every question truly, correctly, and completely, under penalty of law for failure to do so.  
I also certify that:

- I am able to read and write the English language
- I am not addicted to the use of intoxicating liquor or drugs
- I am at least 18 years of age
- I have a valid Wisconsin Driver's License
- I have never been arrested, except as listed above

Applicant's Signature:

Mr. Lennie L. DeFord

Date:

10-27-2016

**\*After filing this application for a Taxi Driver's License with the City Clerk, you must go to the Safety Building at 1000 55<sup>th</sup> Street to have your picture and fingerprints taken. You must do this Monday through Friday between the hours of 1:00 and 3:00 pm only.**

taxi driver, page 2

6

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning November 1 20 16 : ending 20

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

County of Aldermanic Dist. No. 7 (if required by ordinance)

Table with columns: TYPE, FEE. Rows include Class A beer (\$333.00), Class B beer, Class C wine, Class A liquor, Class B liquor, Reserve Class B liquor, Class B (wine only) winery, Publication fee (\$23.00), TOTAL FEE (\$356.00).

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Sawosan, Ali (Sawosan's Market LLC)

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

President/Member Member Ali Sawosan 6743 Brooks Court Racine WI 53406

Vice President/Member

Secretary/Member

Treasurer/Member

Agent Ali Sawosan 6743 Brooks Court Racine WI 53406

Directors/Managers Myrawach Ali - 5942 Joanne Dr. Racine WI 53406

3. Trade Name Quality Food Market Business Phone Number 262-657-7453

4. Address of Premises 1824 50th Street Kenosha Post Office & Zip Code 53140

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

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Store, 2 Back Rooms, Basement, Bathroom

10. Legal description (omit if street address is given above):

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? Lowstreet Street Quality Food Market LLC

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME

this 24th day of October, 2016

Raul August (Clerk/Notary Public)

My commission expires 6/16/19

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

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

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

TO BE COMPLETED BY CLERK

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

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

Quality Food Market INC

(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) Saw San's Market LLC to the City Clerk.

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

Saw San's Market LLC

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

Affiant will surrender said license(s) # 166452, to the City Clerk

prior to the time a license is issued to Saw San's Market LLC

and provide further that a license is granted to Saw San's Market LLC the person herein designated.

Lovepreet Singh  
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2016

Randy August  
Notary Public

Kenosha County, Wisconsin

My Commission Expires: 6/16/19

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

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

- Applicant Name Sawsan's market LLC Business Name Quality Foods
- Property Information: Address 1824 50<sup>th</sup> Street Owner Rantisi Hanna  
 If applicant is not owner, does applicant have a lease agreement with the owner? Yes or No (NOTE: Proof of property ownership or proof of an executed lease must be provided to the City Clerk before the license will be issued.)
- Square footage of building 2445 Assessed value of property 104,200
- Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 15,000
- If this application is for a "Class A" Liquor license, is the premises physically closed to customers during the hours in which sales are not permitted? Yes or No or Not Applicable (circle one)
- Gross Monthly Revenue - According to Section 10.03, applicants must come within 70% of the estimate of gross monthly revenue for alcohol beverages after one full license term or the license may be subject to revocation.

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

BEER 30%<sup>o</sup>

LIQUOR N/A

FOOD 60%<sup>o</sup>

OTHER (specify) 10%<sup>o</sup>

TOTAL GROSS MONTHLY REVENUE 50,000

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name Sawsan's Market LLC Business Name Quality Foods  
Property Information: Address 1624 50<sup>th</sup> Street Owner Rantisi Hanna

7. Explain how the issuance of this license will benefit the City: I will be able to meet the needs of the community

8. Explain why the business will have a substantial positive impact upon the surrounding properties: Making sure property is always neat & clean and safe.

9. Explain why the business have a significant, positive influence on the City economy: This stores been at this location for quite some time would like to continue.

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

11. List other factors the Common Council should consider: I have a hard working staff that would ensure safe and clean environment. Giving back to community

Applicant's Signature Sawsan Ali

# Class "A" Retail Beer Application 1824 50th Street



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

5,280 ft. Radius

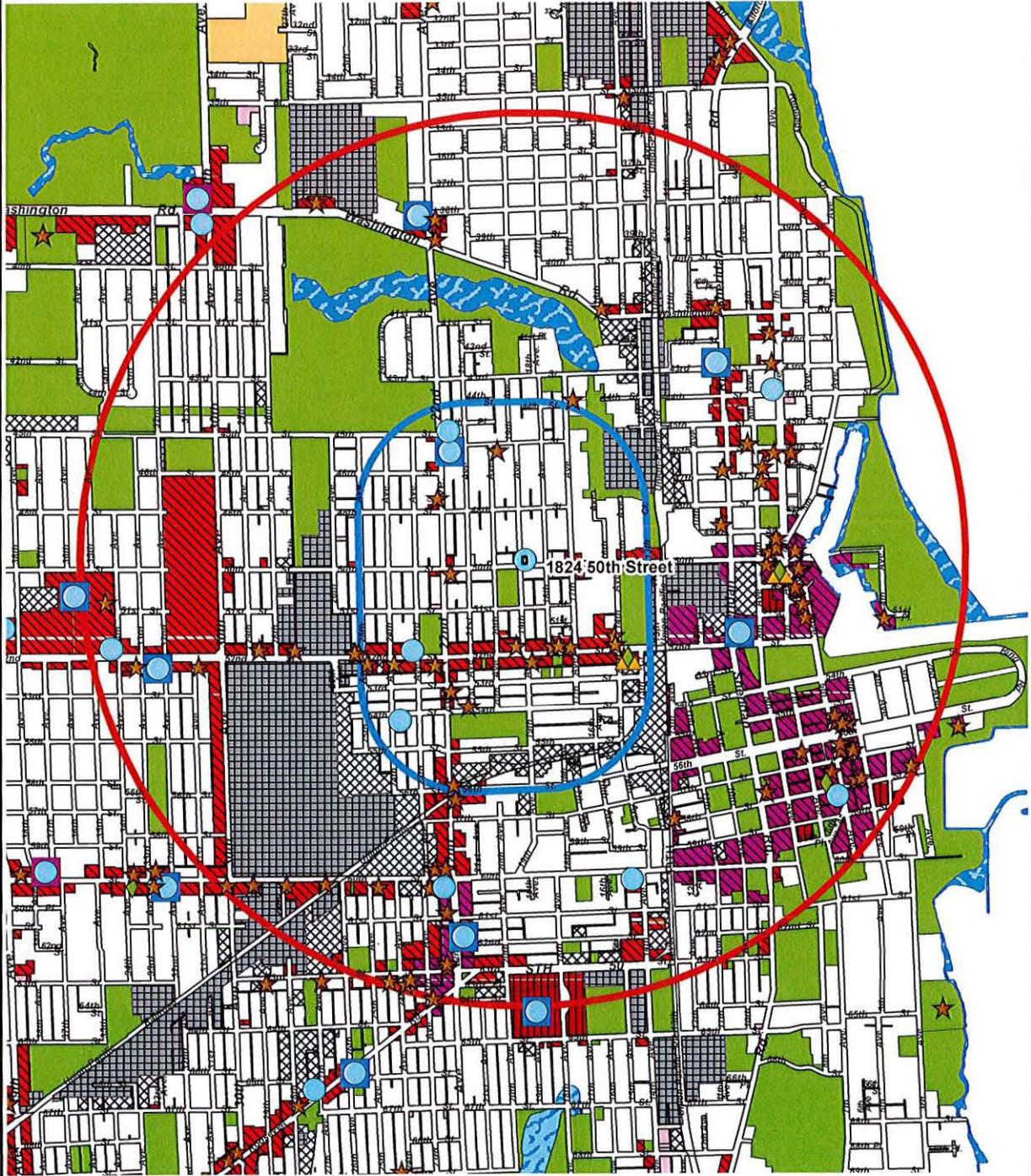
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class C
Residential Districts	0	0	0	0	4	0
Business Districts	17	8	1	3	80	2
Other Districts	0	0	0	0	0	0

6 block Radius

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



# Class "A" Retail Beer Application 1824 50th Street



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

Note: Residential districts are not colored.

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

5,280 feet from applicant

5,280 ft. Radius	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	4	0
Business Districts	17	8	1	3	80	2
Other Districts	0	0	0	0	0	0

6 block from applicant

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



ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 20 ending 20

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

County of Kenosha Aldermanic Dist. No. 7 (if required by ordinance)

Table with columns: TYPE, FEE. Rows include Class A beer, Class B beer, Class C wine, Class A liquor, Class B liquor, Reserve Class B liquor, Class B (wine only) winery, Publication fee, and TOTAL FEE \$423.00.

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Grewal Food Mart Inc

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

President/Member Mr. Varinder Singh 1200 W Pilgrim Parkway Oak Creek WI 53154
Vice President/Member
Secretary/Member
Treasurer/Member
Agent Mr. Varinder Singh 1200 W Pilgrim Parkway Oak Creek WI 53154
Directors/Managers

3. Trade Name Moe Moe's Midnight Business Phone Number 262-657-1666

4. Address of Premises 1912 52nd St Post Office & Zip Code 53140

- 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 09/29/16 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?

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

- 10. Legal description (omit if street address is given above):
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
(b) If yes, under what name was license issued? G-Knows Inc
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business?
13. Does the applicant understand they must hold a Wisconsin Seller's Permit?
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another.

SUBSCRIBED AND SWORN TO BEFORE ME this 20th day of October, 2016. Signed by Raj August, Clerk/Notary Public. My commission expires 06/16/15

Signed by Varinder Singh, Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual. (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

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

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

G-knows, Inc.

(Individual/Partners/Corporation Name)

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

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

Affiant will surrender said license #(s) 170033 to the City Clerk.

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

GREWAL FOOD MART, Inc.

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

Affiant will surrender said license(s) # 17033, to the City Clerk

prior to the time a license is issued to GREWAL FOOD MART, Inc.

and provide further that a license is granted to VARINDER SINGH the person herein designated

[Signature] Individual/Partner/President of Corporation

[Signature] Partner/Corporate Officer

Subscribed and sworn to before me this 20th day of Oct, 2016

[Signature] Notary Public

Kenosha County, Wisconsin

My Commission Expires: 6/16/19



CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name VARINDER SINGH Business Name GREVAL FOOD MART INC

Property Information: Address 1912 52nd ST Owner VARINDER SINGH

7. Explain how the issuance of this license will benefit the City: ITS AN EXISTING OPERATION SERVING NEIGHBORHOOD FOR YEARS & PAYING ALL TAXES ON TIME

8. Explain why the business will have a substantial positive impact upon the surrounding properties: ITS AN EXISTING OPERATION BUILDING MORE CUSTOMERS & CONVENIENT SPOT FOR SURROUNDING NEIGHBORHOOD TO BUY ALL DAILY NEEDS

9. Explain why the business have a significant, positive influence on the City economy: THE EXISTING BUSINESS PAYS SIGNIFICANT AMOUNT OF TAXES LIKE, SALES & USE TAX, PROPERTY TAX, LICENSES & PERMIT FEES TO CONTRIBUTE TOWARDS CITY INCOME

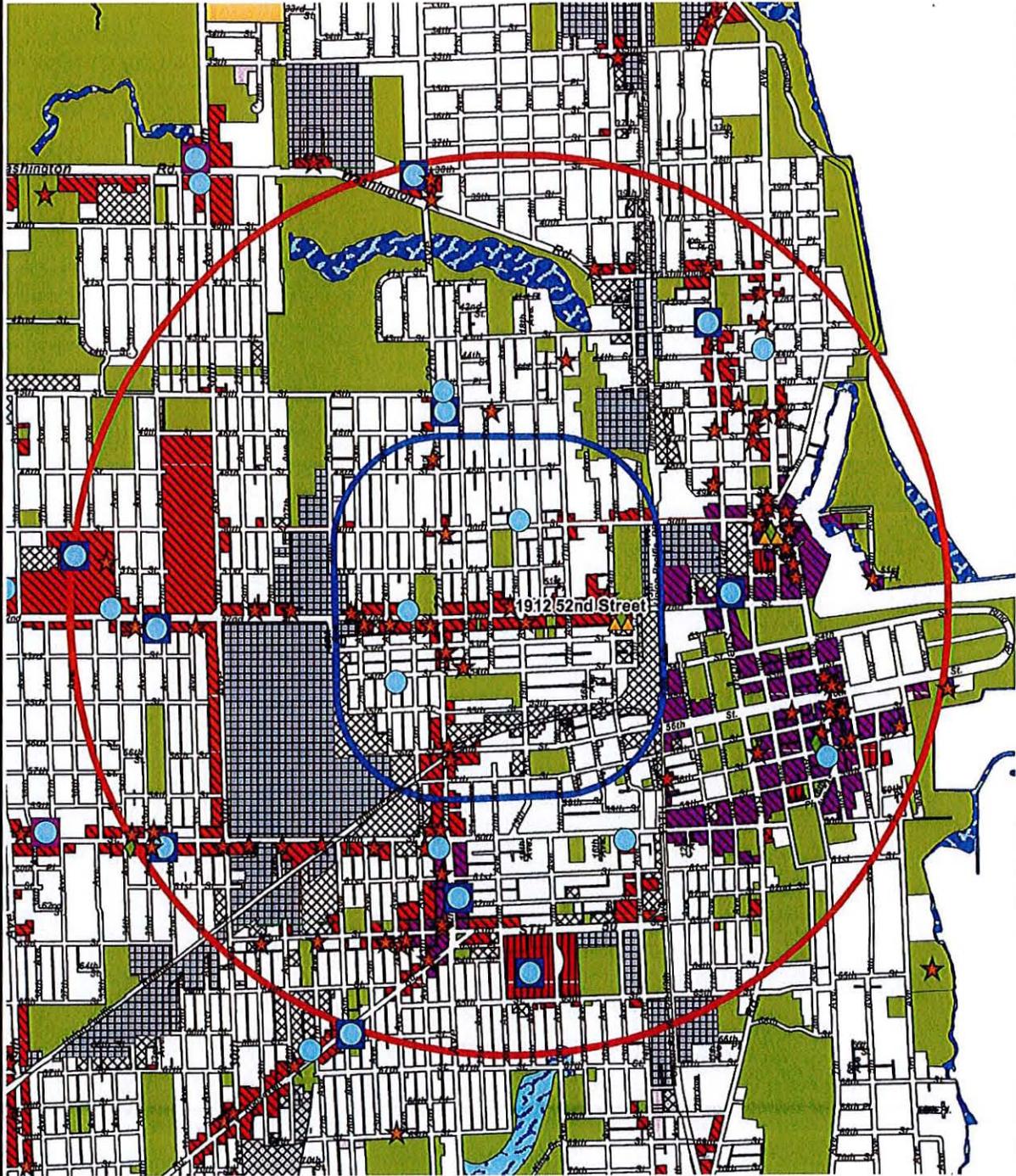
10. Has the applicant contacted the alderperson of the district where this business is located? YES

11. List other factors the Common Council should consider: \_\_\_\_\_

- \* ITS AN EXISTING OPERATION SERVING SURROUNDING NEIGHBORHOOD
- \* CURRENT OPERATION IS PAYING ALL TAXES, FEES, BILLS ON TIME
- \* ITS ONE STOP CONVENIENCE FOR ENTIRE NEIGHBORHOOD

Applicant's Signature Varinder Singh

# Class "B" Beer/"Class B" Liquor Application 1912 52nd Street



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

Note: Residential districts are not colored.

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

5,280 feet from applicant

6 blocks from applicant

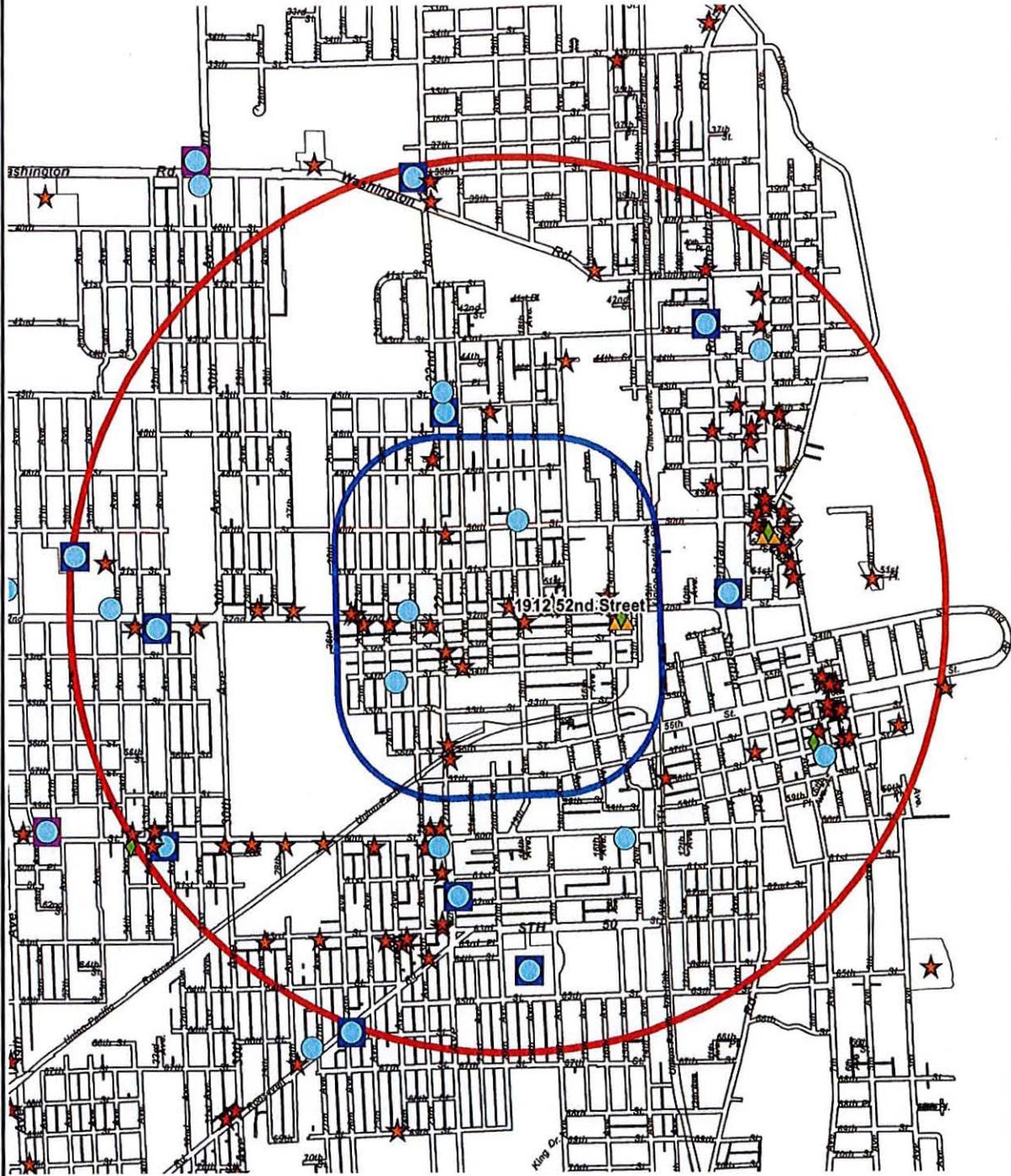
5,280 ft. Radius	Class "A"					
	Class "A"	Class "A"	Class "A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	4	0
Business Districts	18	9	1	4	85	2
Other Districts	0	0	0	0	0	0

6 block Radius	Class "A"					
	Class "A"	Class "A"	Class "A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	2	0
Business Districts	3	0	0	1	17	1
Other Districts	0	0	0	0	0	0



0 1,200  
Feet

# Class "B" Beer/"Class B" Liquor Application 1912 52nd Street



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

— 5,280 feet from applicant

— 6 blocks from applicant

5,280 ft. Radius	Class "A"					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	4	0
Business Districts	18	9	1	4	85	2
Other Districts	0	0	0	0	0	0

6 block Radius	Class "A"					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	2	0
Business Districts	3	0	0	1	17	1
Other Districts	0	0	0	0	0	0



0 1,200  
Feet

8

458-1029253476-02.

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20 \_\_\_\_\_ ;  
ending \_\_\_\_\_ 20 \_\_\_\_\_

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

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

Applicant's WI Seller's Permit No.: FEIN Number: <u>81-2855833</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>400.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>23.00</u>
<b>TOTAL FEE</b>	\$ <u>423.00</u>

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Pres</u>	<u>Krupal Patel</u>	<u>9105 W Oaks Ave Des Plaines, IL 60016</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent ▶	<u>Pennie Jarvi</u>	<u>2715 23rd Ave Kenosha, WI 53140</u>	
Directors/Managers			

3. Trade Name ▶ Kenosha Midnight Liquor Business Phone Number 262-652-6639

4. Address of Premises ▶ 5805 22nd Ave Kenosha, WI Post Office & Zip Code ▶ 53140

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

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) BAR for drinking inside store for package liquor.

10. Legal description (omit if street address is given above): and basement for storage.

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? Kenosha Midnight Inc.

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

\_\_\_\_\_ day of Oct, 2016

[Signature]  
(Clerk/Notary Public)

My commission expires 08/23/2019

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

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

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

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>10/19/16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

Kenosha midnight Inc

(Individual/Partners/Corporation Name)

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

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

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

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

ATPN INC

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

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

prior to the time a license is issued to ATPN INC.

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

[Signature]  
Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 19<sup>th</sup> day of October, 2016

Notary Public  
Kenosha County, Wisconsin  
My Commission Expires: 6/16/19

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT - PAGE TWO

Applicant Name ASPEN Inc. Business Name <sup>KENOSHA</sup> Midnight Liquor

Property Information: Address 5605 22nd Ave. Owner \_\_\_\_\_

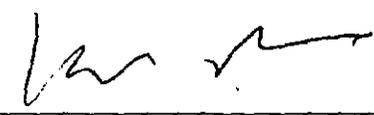
7. Explain how the issuance of this license will benefit the City: Our goal is to improve sales with we will be paying more sales taxes for the city.

8. Explain why the business will have a substantial positive impact upon the surrounding properties: We are planning to remodel the store and improve overall look from the outside by changing the sign.

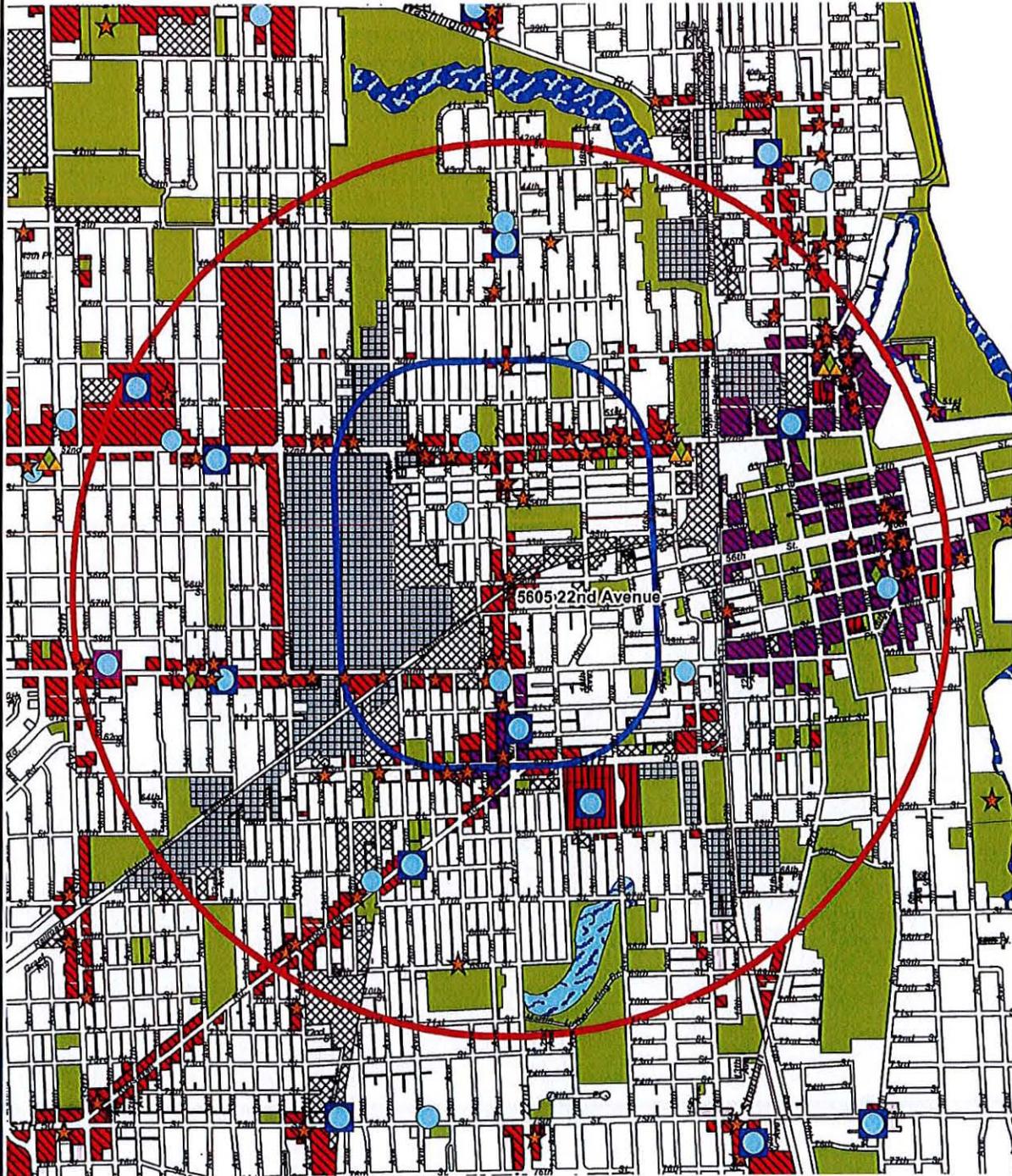
9. Explain why the business have a significant, positive influence on the City economy: We are planning to hire 4 to 5 employees. This will help local for employment.

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

11. List other factors the Common Council should consider: We want to be a part of the Kenosha community. Goals are to keep the store clean and improve the look. Also bring in more variety of Beer and LIQUOR.

Applicant's Signature 

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



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

Note: Residential districts are not colored.

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

— 5,280 feet from applicant

— 6 blocks from applicant

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

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



0 1,200

Feet

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



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

5,280 ft. Radius

	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	3	0
Business Districts	18	8	1	4	78	2
Other Districts	0	0	0	0	0	0

6 block Radius

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



0 1,200 Feet  
November 23, 2016 Pg. 40

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning \_\_\_\_\_ 20 \_\_\_\_\_ ;  
ending \_\_\_\_\_ 20 \_\_\_\_\_ ;

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

County of Kenosha Aldermanic Dist. No. 3 (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Martinez, Heather, E.A.

The Waves Bar & Grill LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	Member	Jenfry Martinez Veloz	38 Wendi Court Mount Pleasant, 53406
Vice President/Member	Member	Heather Martinez	38 Wendi Court Mount Pleasant, 53406

Secretary/Member \_\_\_\_\_

Treasurer/Member \_\_\_\_\_

Agent Heather Martinez 38 Wendi Court Mount Pleasant

Directors/Managers \_\_\_\_\_

3. Trade Name The Waves Bar & Grill Business Phone Number 262-498-7110

4. Address of Premises 2232 Roosevelt Road Post Office & Zip Code Kenosha, WI 53143

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No

6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No

8. (a) Corporate/limited liability company applicants only: Insert state WI and date 3/6/16 of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 2232 Roosevelt Road, Bar, Liquor Store and Coolers

10. Legal description (omit if street address is given above): \_\_\_\_\_

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? Bindelli's Safari, Inc.

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776].  Yes  No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 10 day of OCTOBER, 20 16

(Clerk/Notary Public)

My commission expires 12/10/18

JENFRY A.M.V.  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

## TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>10/25/16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**Alcohol Beverage License Application  
Police Record Report**

APPLICANT INFORMATION			
Date of Application	Name of Applicant	Applicant's Date of Birth	Driver's License Status
10/16/2016	Jenfry Martinez Veloz		Valid
License Number	Address of Applicant	Business (where license is to be used)	Business Address
	38 Wendi Court Mount Pleasant, WI 53406	The Waves Bar & Grill, LLC	

DATE OF CHARGE	OFFENSE	CASE STATUS	OFFENSE LISTED ON APPLICATION	POINTS
7/21/2012	LICENSE NOT ON PERSON	GUILTY	N	0

CITY ATTORNEY'S RECOMMENDATION		
Offense Demerit Points	0	
Were all offenses listed on the application?	N=20	
<b>TOTAL DEMERIT POINTS</b>	<b>20</b>	

CITY ATTORNEY'S COMMENTS

FINAL RECOMMENDATION	
<input checked="" type="checkbox"/>	<b>GRANT</b> , Subject to <input type="text" value="20"/> Demerit Points
<input type="checkbox"/>	<b>DENY</b> , based on material police record (substantially related to the license activity)
<input type="checkbox"/>	<b>DEFER or GRANT</b> subject to Non-Renewal Revocation due to False Application

LICENSE SURRENDER

STATE OF WISCONSIN

KENOSHA COUNTY } SS

Bindelli's Safari Inc

(Individual/Partners/Corporation Name)

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

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

014223 170125 201

Affiant will surrender said license #(s) ~~014223 170125 201~~ to the City Clerk.

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

Heather The Waves Bar/Grill LLC

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

Affiant will surrender said license(s) # 014223 170125 <sup>201</sup> to the City Clerk

prior to the time a license is issued to The Waves Bar/Grill LLC

and provide further that a license is granted to The Waves Bar/Grill LLC the person herein designated.

DB

Individual/Partner/President of Corporation

Partner/Corporate Officer

Subscribed and sworn to before me this 18 day of October, 2016

[Signature]

Notary Public

Kenosha County, Wisconsin

My Commission Expires: 3/15/19

Beth Hansen  
Notary Public  
State of Wisconsin

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

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

1. Applicant Name The Waves Bar & Grill, LLC Business Name The Waves Bar & Grill, LLC

2. Property Information: Address 2232 Roosevelt Road, Kenosha Owner The Waves Bar & Grill, LLC

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

3. Square footage of building 3732 Assessed value of property 295,700

4. Assessed value of personal property (furniture, fixtures, equipment to be used in the business) 20,000 estimate

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

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

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

BEER \$6,880

LIQUOR \$9,120

FOOD \$3,500

OTHER (specify) \_\_\_\_\_

TOTAL GROSS MONTHLY REVENUE \$19,500

(OVER)

CITY OF KENOSHA STATEMENT OF ECONOMIC IMPACT – PAGE TWO

Applicant Name The Waves Bar & Grill, LLC Business Name The Waves Bar & Grill

Property Information: Address 2232 Roosevelt Road Owner The Waves Bar & Grill, LLC

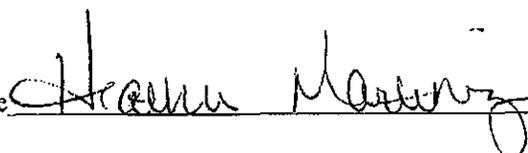
7. Explain how the issuance of this license will benefit the City: The unique Carribean theme will attract customers from surrouding cities as well as local Kenosha residents.

8. Explain why the business will have a substantial positive impact upon the surrounding properties: The improvements we plan to make to the inside of the bar, will increase the property value of the existing building.

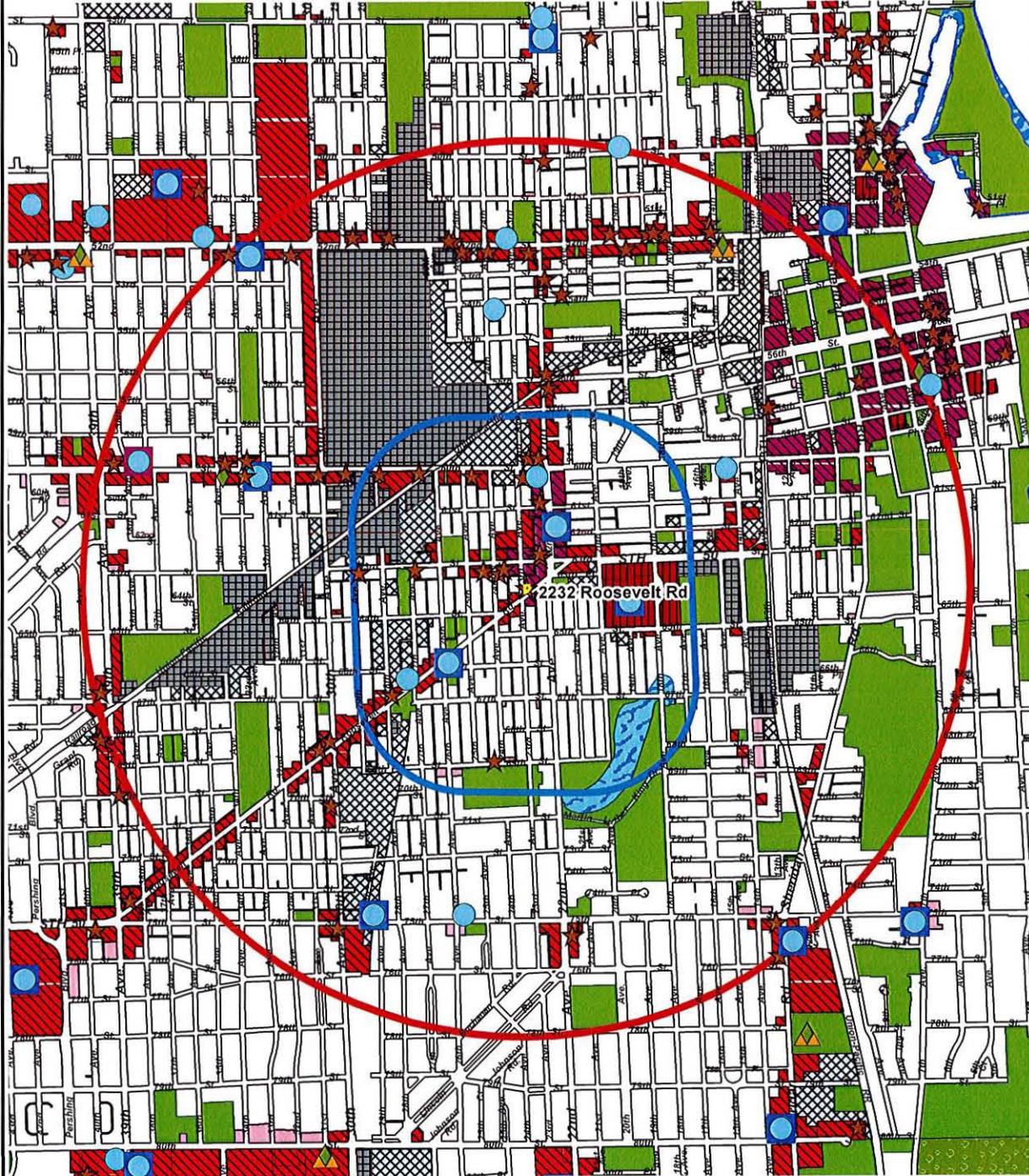
9. Explain why the business have a significant, positive influence on the City economy: As a new, unique bar and restaurant, it will attract customers to the city of Kenosha and increase sepeding. We will also employ local residents, which will increase the number of jobs in Kenosha.

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

11. List other factors the Common Council should consider: We will be active members of the community and be sure the bar is safe and a neighborhood-freindly establishment.

Applicant's Signature 

# Class "B" Beer / "Class B" Liquor Application 2232 Roosevelt Road



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

Note: Residential districts are not colored.

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

— 5,280 feet from applicant

— 6 blocks from applicant

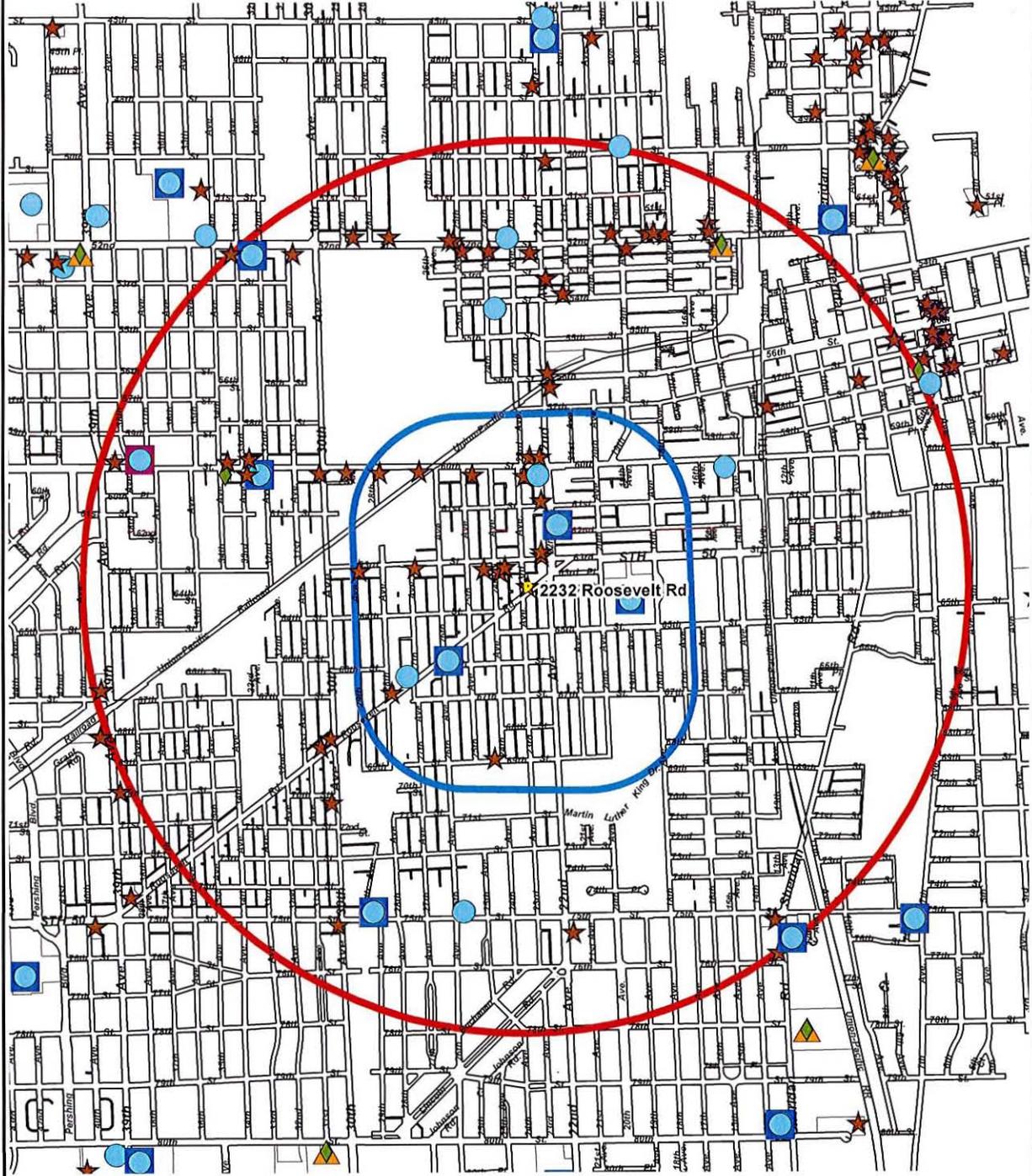
5,280 ft. Radius	Business Districts					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	1	0
Business Districts	15	7	1	2	56	1
Other Districts	0	0	0	0	0	0

6 block Radius	Business Districts					
	Class "A"	"Class A"	"Class A" Cider ONLY	Class "B"	Class "B" & "Class B"	"Class C"
Residential Districts	0	0	0	0	0	0
Business Districts	5	3	0	0	17	0
Other Districts	0	0	0	0	0	0



0 1,200  
Feet

# Class "B" Beer / "Class B" Liquor Application 2232 Roosevelt Road



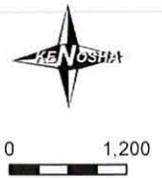
- Class "A"
- "Class A"
- "Class A" Cider ONLY
- ◆ Class "B"
- ★ Class "B" & "Class B"
- ▲ "Class C"

5,280 ft. Radius

	Class "A"	Class "A"	Class "A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	1	0
Business Districts	15	7	1	2	56	1
Other Districts	0	0	0	0	0	0

6 block Radius

	Class "A"	Class "A"	Class "A" Cider ONLY	Class "B"	Class "B" & "Class B"	Class "C"
Residential Districts	0	0	0	0	0	0
Business Districts	5	3	0	0	17	0
Other Districts	0	0	0	0	0	0





FILED	10/25/16
INITIALS	ya
ADVERSE/NO ADV	(NO ADV)
I.P.	11/14/16
CC	11/21/16
LETTER	

### CABARET LICENSE PROBATIONARY

Type: 228 Fee: \$150/6 months

Effective: 11/22/16 To: 5/22/17  
(6 months)

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

1. Licensee Name: The Waves Bar & Grill, LLC District # 3  
(NOTE: must be same name as beer/liquor license)

2. Trade Name: The Waves Bar & Grill Trade Address: 2322 Roosevelt Road

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

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

5. Address: 38 Wendi Court, Mount Pleasant Phone: 262-498-7110 Email: heaschmidt@hotmail.com  
(correspondence will be via email if address is given)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CliftonLarsonAllen, 222 Main Street, Suite 200, Racine, WI 53406  
\_\_\_\_\_  
\_\_\_\_\_

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

2022 Russet Street, Racine, WI 53405  
38 Wendi Court, Mount Pleasant, WI 53406  
\_\_\_\_\_

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

**Applicant's Signature:** *Heather Mattenig* **Date:** 10/25/16  
(Individual/Agent of Corporation)



10

FILED	10/19/16
INITIALS	EPK
ADVERSE	(NO ADV)
LP	11/17
CC	
LETTER	

### CABARET LICENSE PROBATIONARY

Type: 228 Fee: \$150/6 months

Effective: \_\_\_\_\_ To: \_\_\_\_\_  
(6 months)

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

1. Licensee Name: ASPAN Inc. District # 2.  
(NOTE: must be same name as beer/liquor license)

2. Trade Name: <sup>KENOSHA</sup> Midnight LIQUOR Trade Address: 5605 22nd Ave Kenosha WI

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

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

5. Address: 2715 23rd Ave Phone: 262-748-5753 Email: \_\_\_\_\_  
Kenosha, WI 53140. (correspondence will be via email if address is given)

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

→ 9105 W. OAKS AVE  
DES PLAINES IL 60016

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

Applicant's Signature: Jan [Signature] Date: 10-19-2016  
(Individual/Agent of Corporation)

Thursday, November 10, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Zoning Ordinance by the Mayor – To Rezone the property at 4621 and 4627 38th Avenue from B-2 Community Business District to RG-2 General Residential District [in conformance with Section 10.02 of the Zoning Ordinance]. (Habitat for Humanity of Kenosha, Inc.) (District 10) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

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

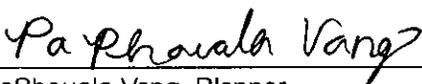
**LOCATION AND ANALYSIS:**

	<u>Vicinity Zoning</u>	<u>Land Use</u>
<b>Site:</b> 4621 and 4627 38th Avenue	<b>North:</b> IP Institutional Park	Church
<b>Neighborhood:</b> Wilson	<b>South:</b> B-2 Community Business	Mixed Residential
	<b>East:</b> RG-2 General Residential	4-Unit Residential
	<b>West:</b> RG-1 General Residential	Mixed 1 & 2 Family Residential

1. The owner of the property is requesting to rezone the property from *B-2 Community Business District* to *RG-2 General Residential District*. The rezoning is to allow construction of single family homes.
2. Rezoning of the property to *RG-2 General Residential District* is consistent with the adopted *Comprehensive Plan for the City of Kenosha: 2035*. This Plan designates this site as *Medium-High Density Residential*.
3. The rezoning is also in compliance with the *Wilson Neighborhood Plan*, which calls for detached single-family residential development for the lots. The rezoning will be compatible with the surrounding land uses.
4. The final development will also be required to be in compliance with the applicable City and State Ordinances, Codes and development standards.

**RECOMMENDATION:**

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

  
\_\_\_\_\_  
PaPhouala Vang, Planner

  
\_\_\_\_\_  
Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/NOV10/Staff-rezone-38ave.doc

REZONING ORDINANCE NO. \_\_\_\_\_

SPONSOR: THE MAYOR

**To Rezone the Property at 4621 and 4627 38<sup>th</sup> Avenue from B-2 Community Business District to RG-2 General Residential District in Conformance with Section 10.02 of the Zoning Ordinance. (Habitat for Humanity of Kenosha, Inc.) (District 10)**

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

**Section One:** That the land shown on the attached Supplement Map No. Z7-16 be, and the same hereby is, zoned and districted as indicated on said map.

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

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor                      Date: \_\_\_\_\_

Passed:

Published:

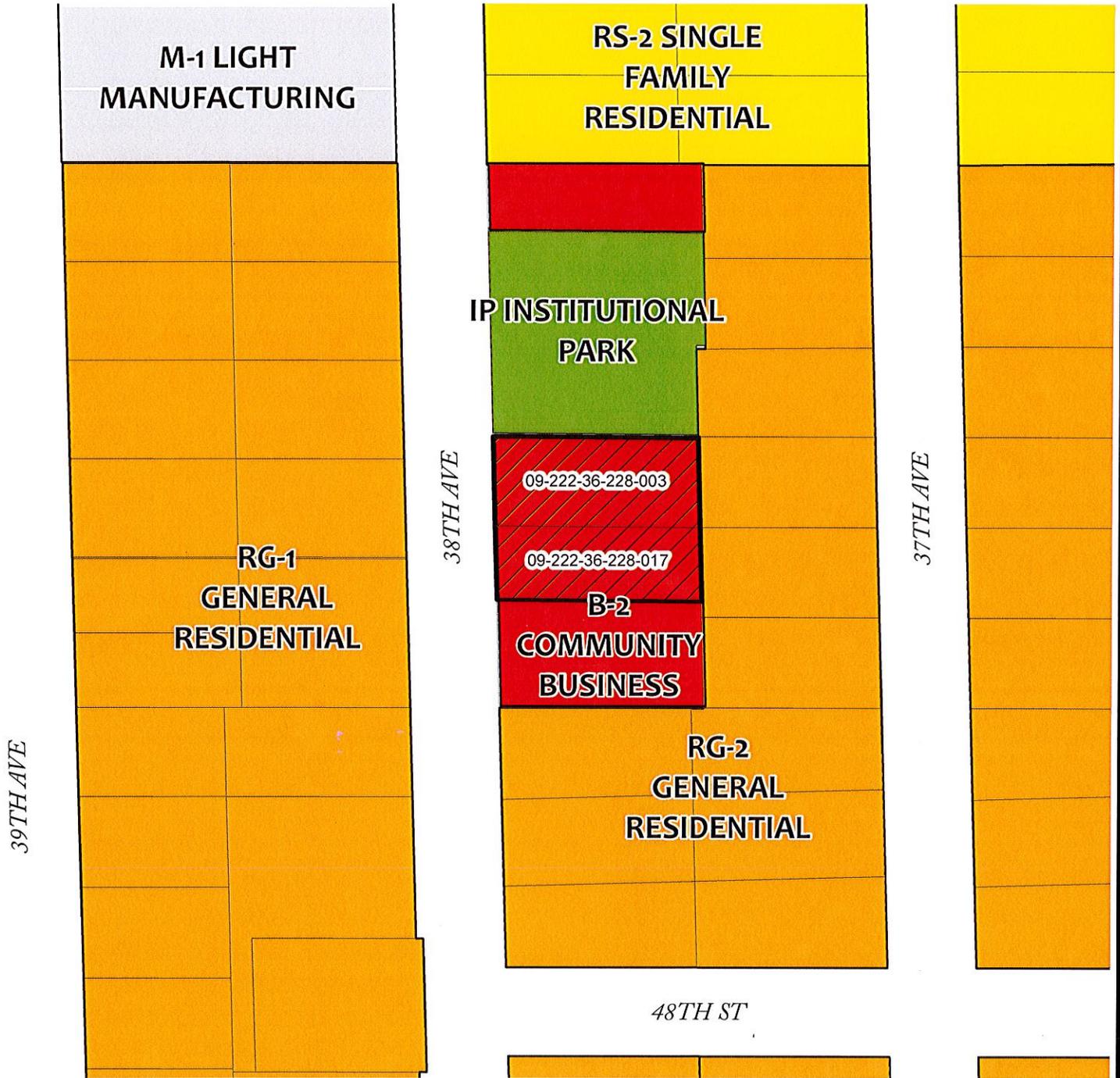
Drafted by:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# City of Kenosha

District Map  
Rezoning

Supplement No. Z7-16  
Ordinance No. \_\_\_\_\_

Habitat for Humanity petition



## Property Requested to be Rezoned from:

 B-2 Community Business to RG-2 General Residential



0 100  
Feet



*Help build it!*

The Honorable Mayor  
and Members of the Common Council  
Kenosha, WI

Dear Members of the Common Council:

It is requested that my properties located at 4621 and 4627 38<sup>th</sup> Avenue be rezoned from B-2 Community Business to RG-2 General Residential. The purpose of the rezoning is to permit construction of a single family homes on each of the two properties by Habitat for Humanity of Kenosha, Inc.

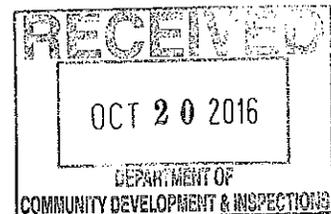
Attached is a conceptual development plan as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced properties proposed for rezoning are required to be consistent with the conceptual development plans submitted with my rezoning petition.

Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to Habitat for Humanity of Kenosha, Inc at 6203 28<sup>th</sup> Avenue, Kenosha, WI 53143. I can be reached at 262-925-0360 if there are any questions regarding my request for the rezoning.

Sincerely,

A handwritten signature in black ink that reads "Fran Hansen".

Fran Hansen  
Executive Director  
Habitat for Humanity of Kenosha, Inc.  
Property Owner



6203 28<sup>th</sup> Avenue, Kenosha, WI 53143 USA

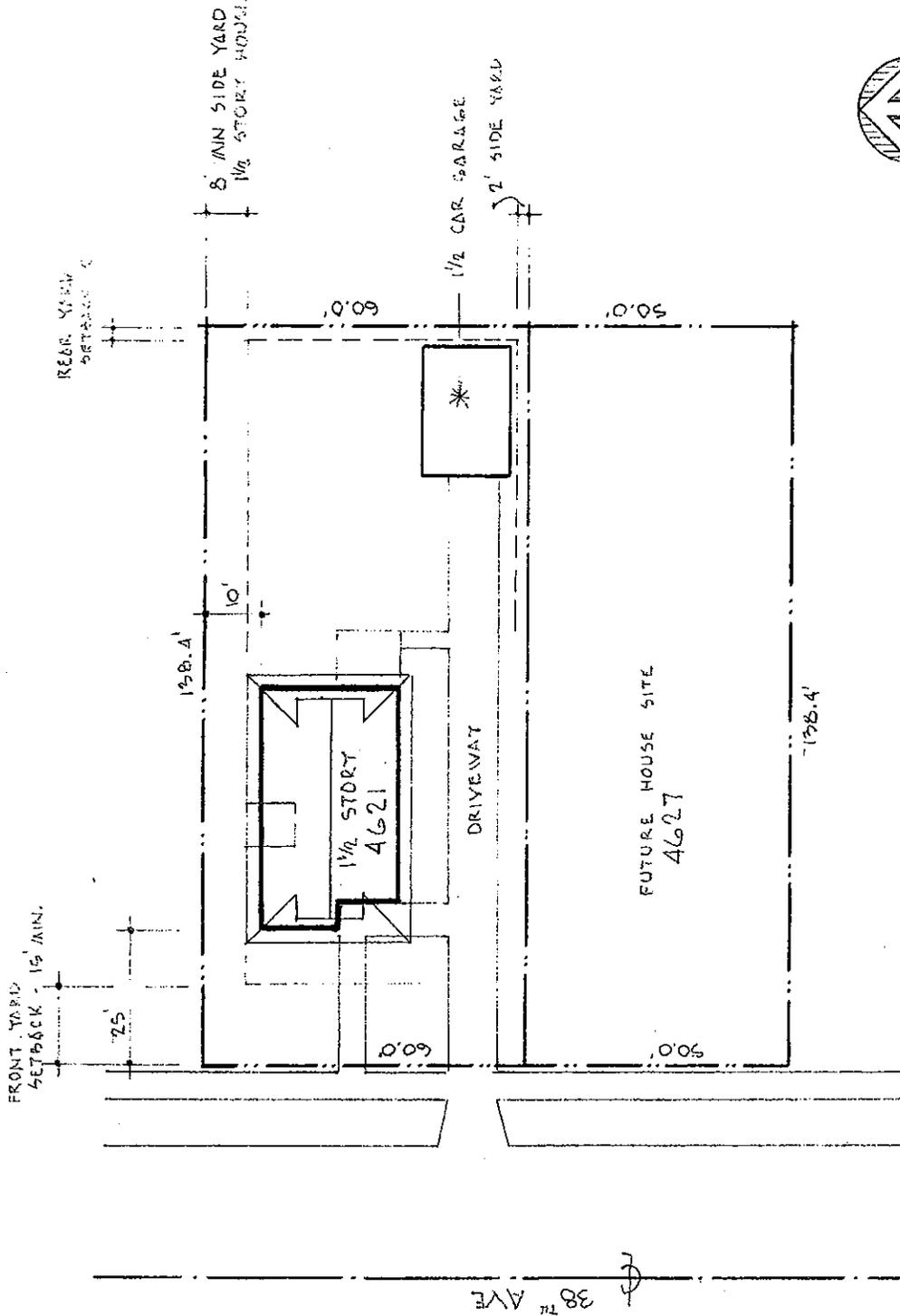
Phone: (262) 925-0360 [www.habitatkenosha.org](http://www.habitatkenosha.org) [www.facebook.com/hfhkenosha](https://www.facebook.com/hfhkenosha)

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Common Council Agenda Item F.1.

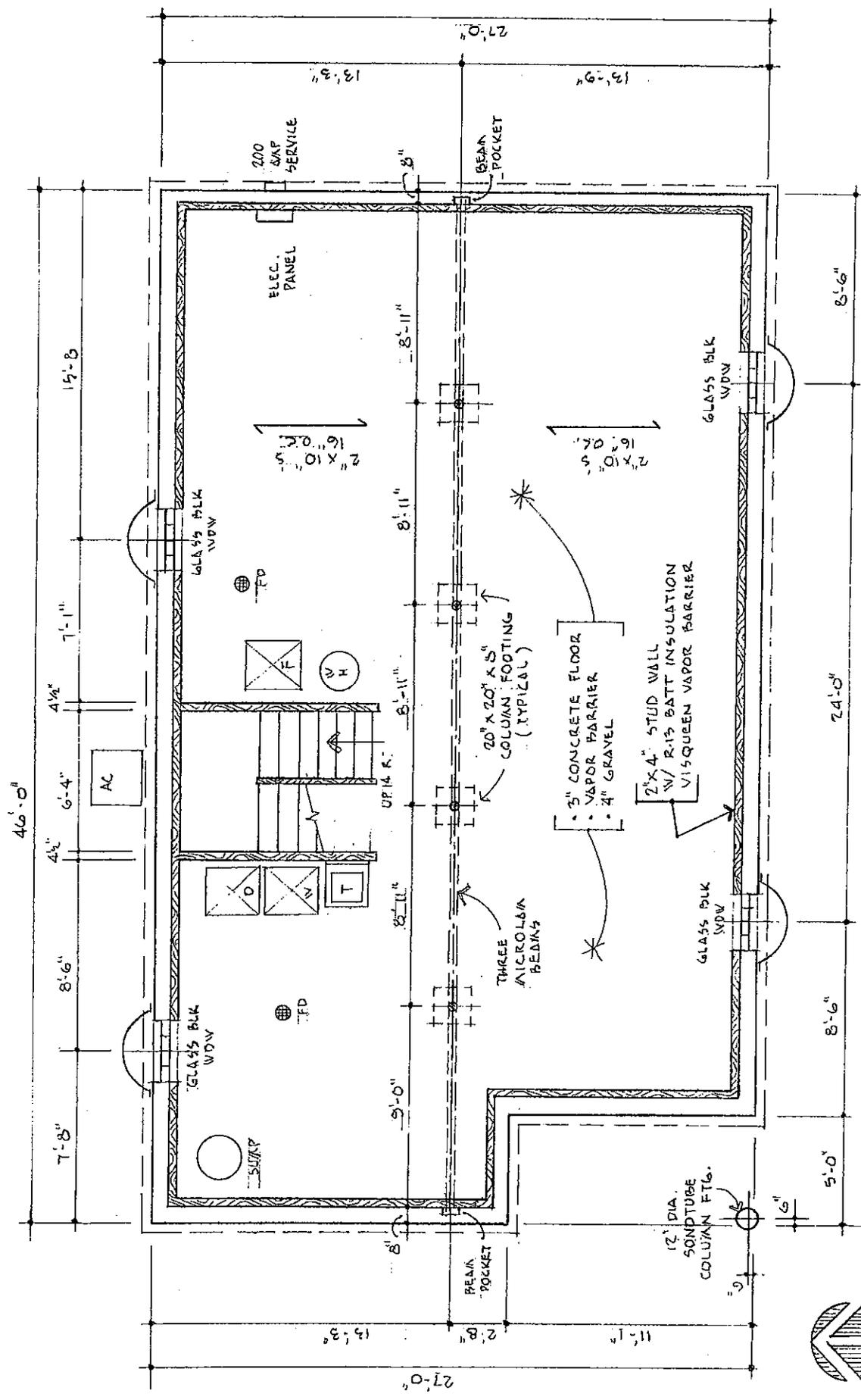
# SHEET INDEX

- 1 SITE PLAN
- 2 BASEMENT PLAN
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- 4 SECOND FLOOR PLAN
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- 6 SOUTH ELEVATION
- 7 EAST ELEVATION
- 8 NORTH ELEVATION
- 9 BUILDING SECTION
- 10 OPTIONAL ELEVATION



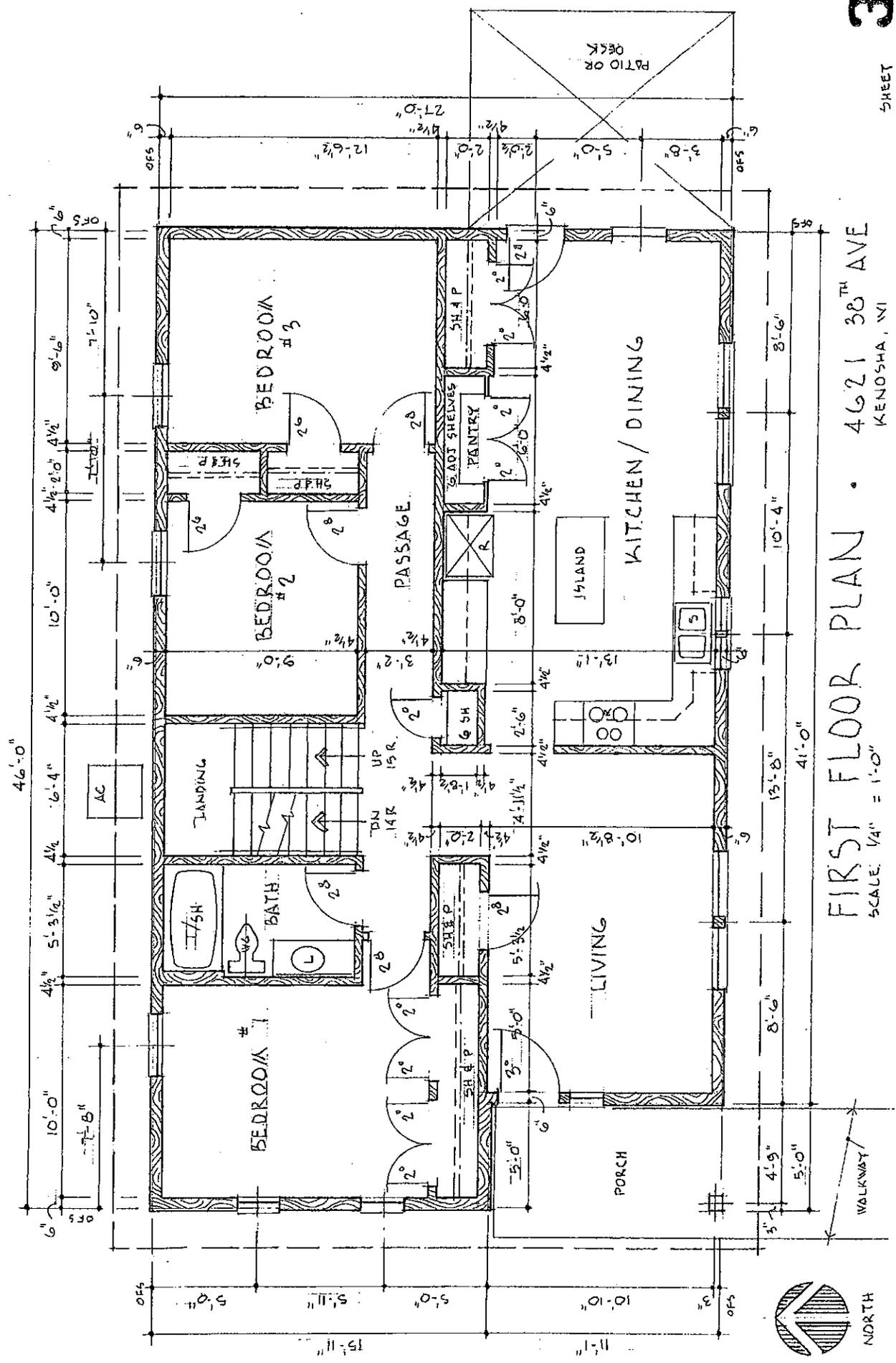
NORTH  
SHEET  
OCT 27, 2016

SITE PLAN • 4621 38<sup>TH</sup> AVE  
KENDOSHAW, WI  
SCALE 1/4" = 1'-0"

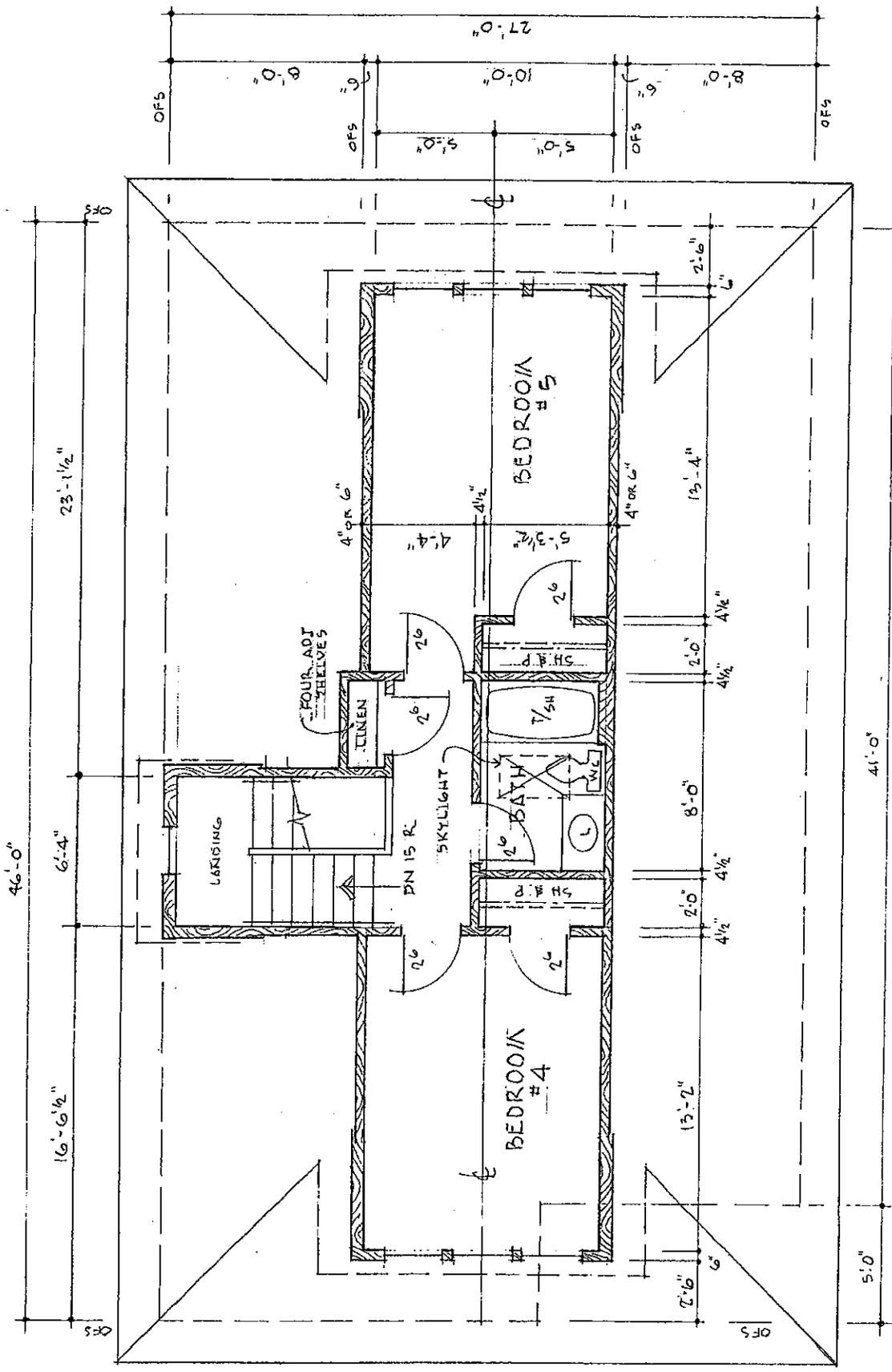


BASEMENT PLAN • 4221 38<sup>TH</sup> AVE  
KENDOSH, WI  
SCALE 1/4" = 1'-0"



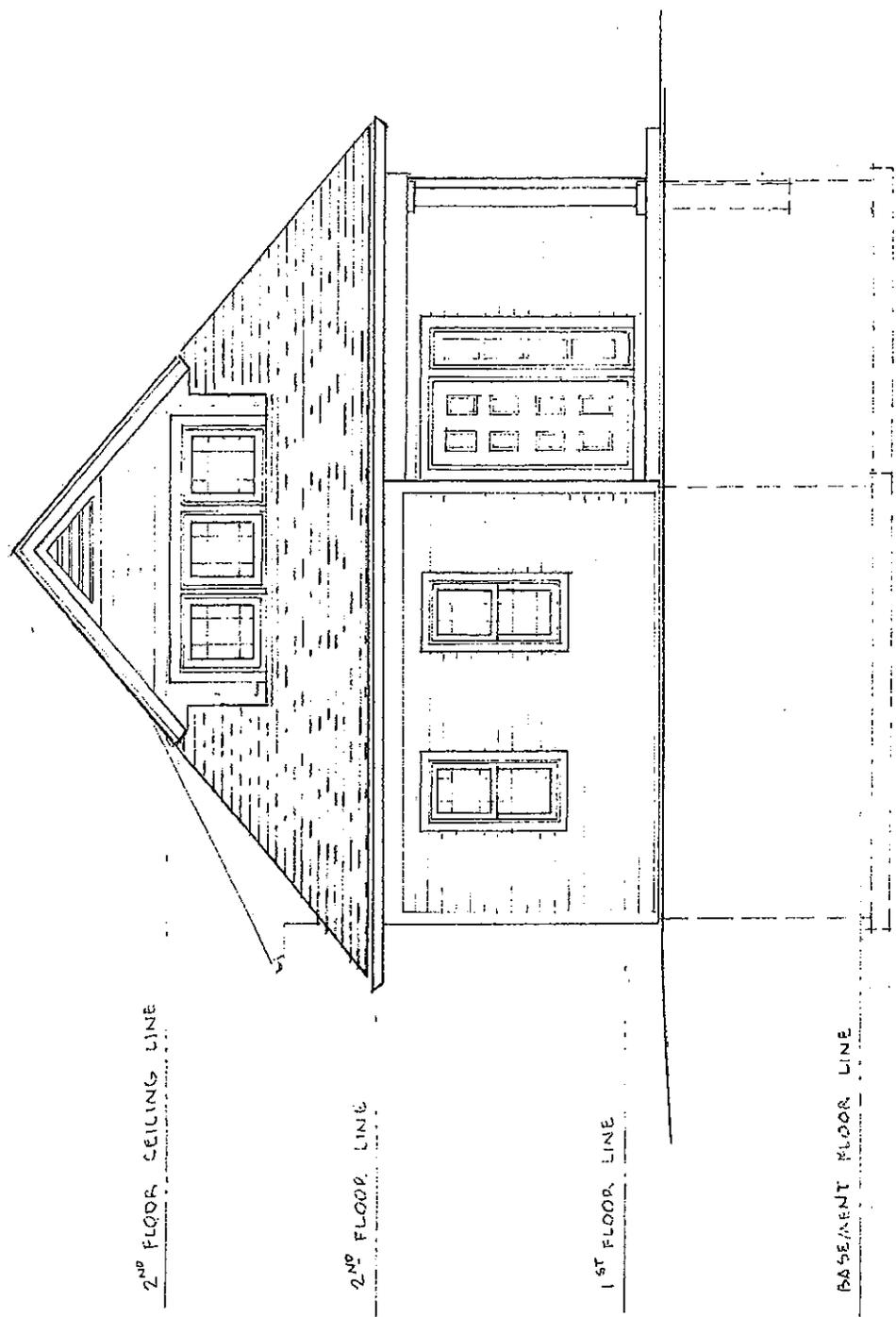


FIRST FLOOR PLAN • 4621 38<sup>TH</sup> AVE  
 KENOSHA, WI  
 SCALE: 1/4" = 1'-0"

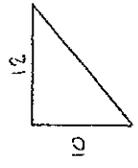
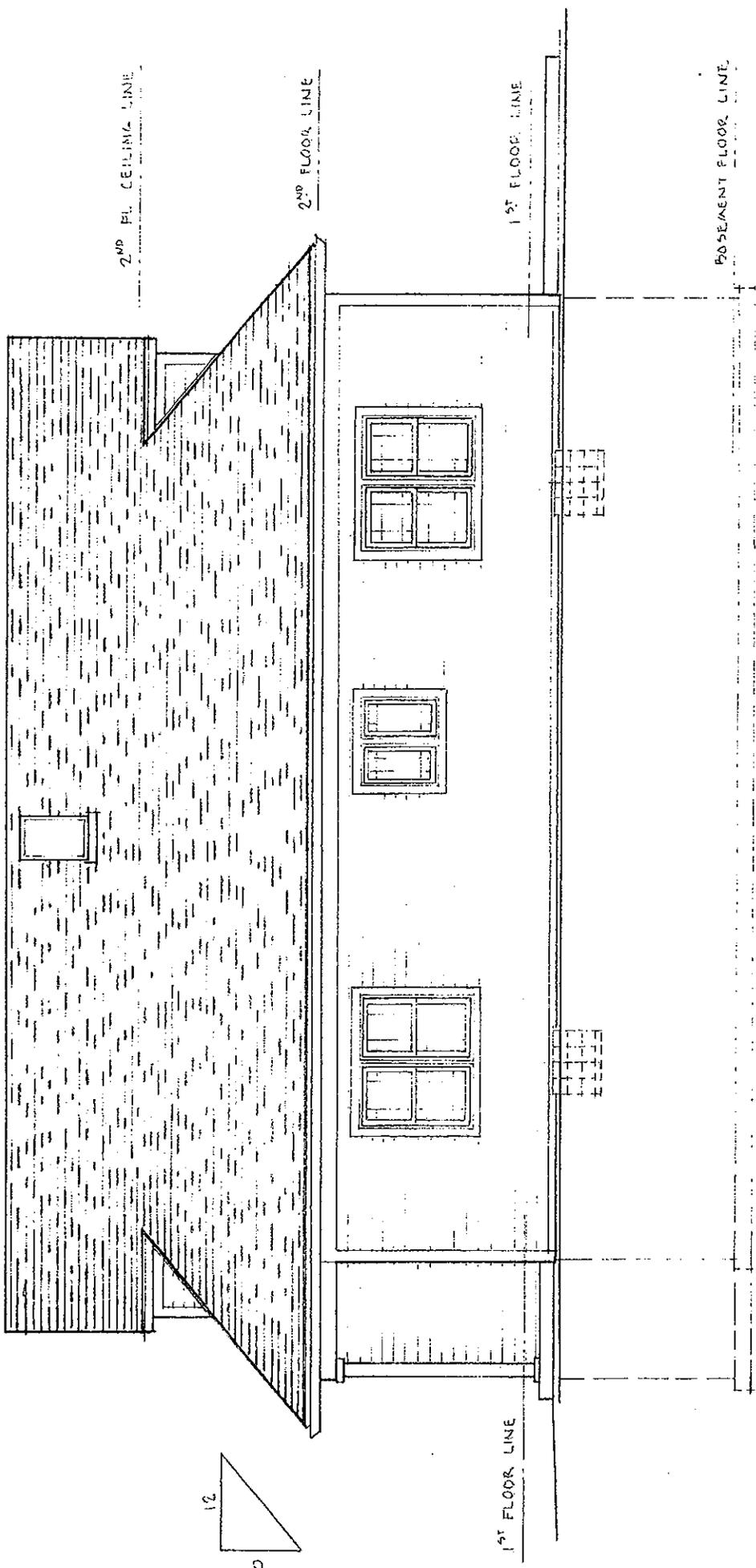


SECOND FLOOR PLAN • 4621 38<sup>TH</sup> AVE  
KENOSHA, WI.  
SCALE 1/4" = 1'-0"



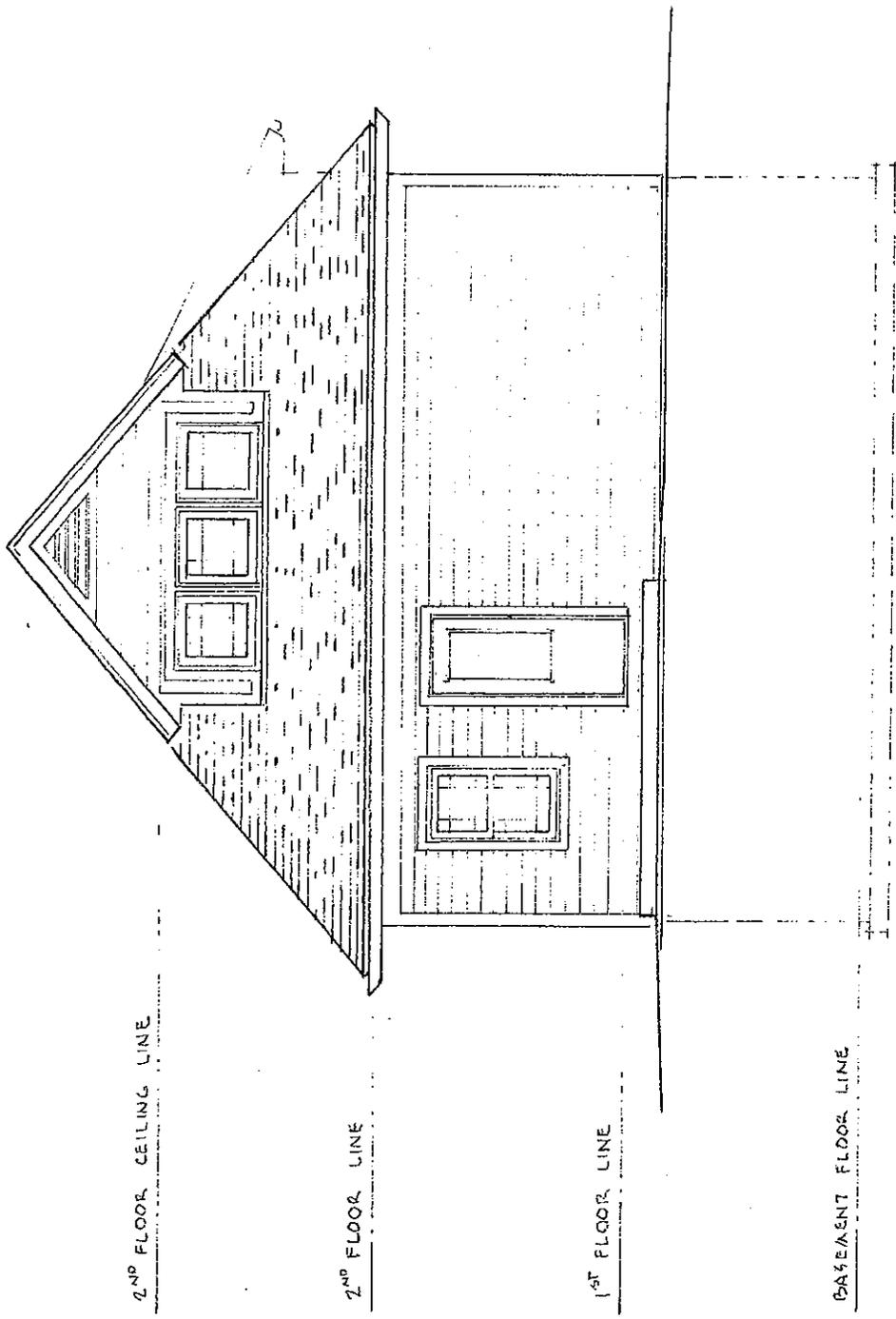


WEST (FRONT) ELEVATION • 4621 38<sup>TH</sup> AVE  
KENOSHA, WI  
SCALE 1/4" = 1'-0"

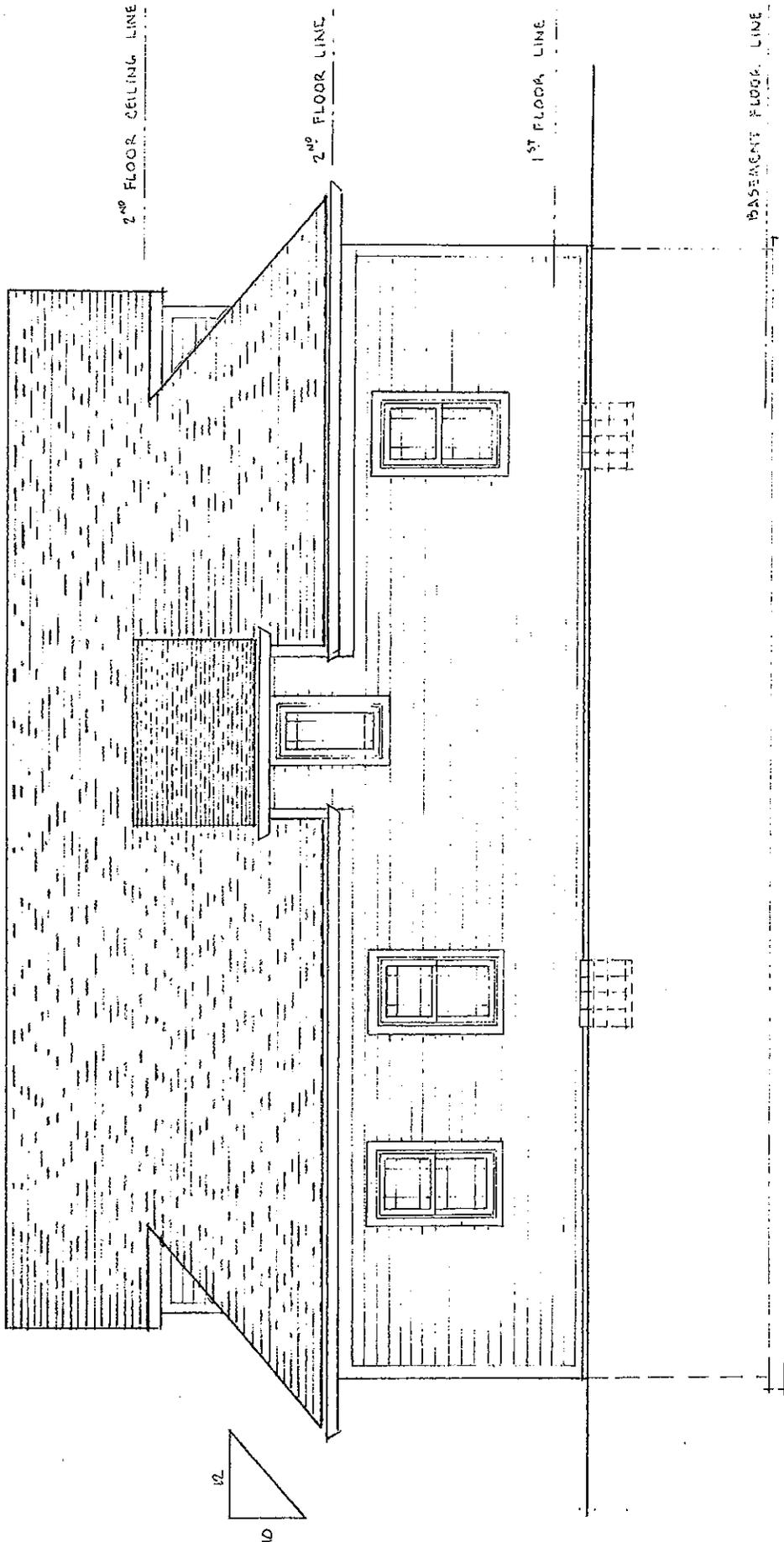


SOUTH ELEVATION • 4621 38<sup>TH</sup> AVE  
 KENOSHA, WI  
 SCALE 1/4" = 1'-0"

**G**  
 SHEET  
 OCT 27, 2016

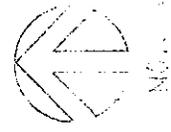
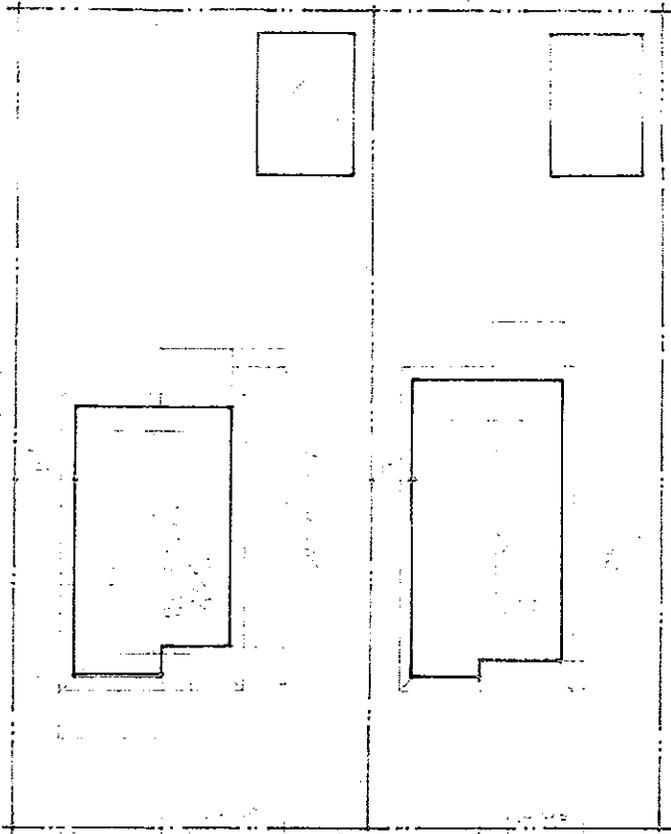


EAST (REAR) ELEVATION • 4621 38<sup>TH</sup> AVE  
KENOSHA, WI  
SCALE 1/4" = 1'-0"

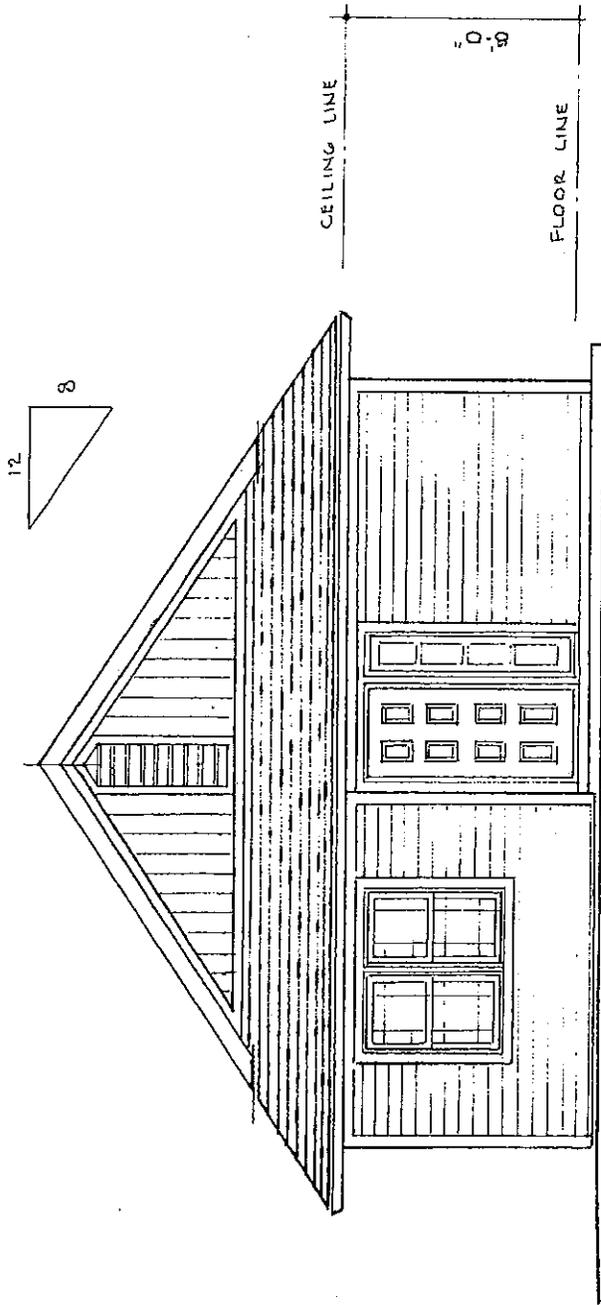


NORTH ELEVATION • 4651 38<sup>TH</sup> AVE  
 KENOSHA WI  
 SCALE 1/4" = 1'-0"

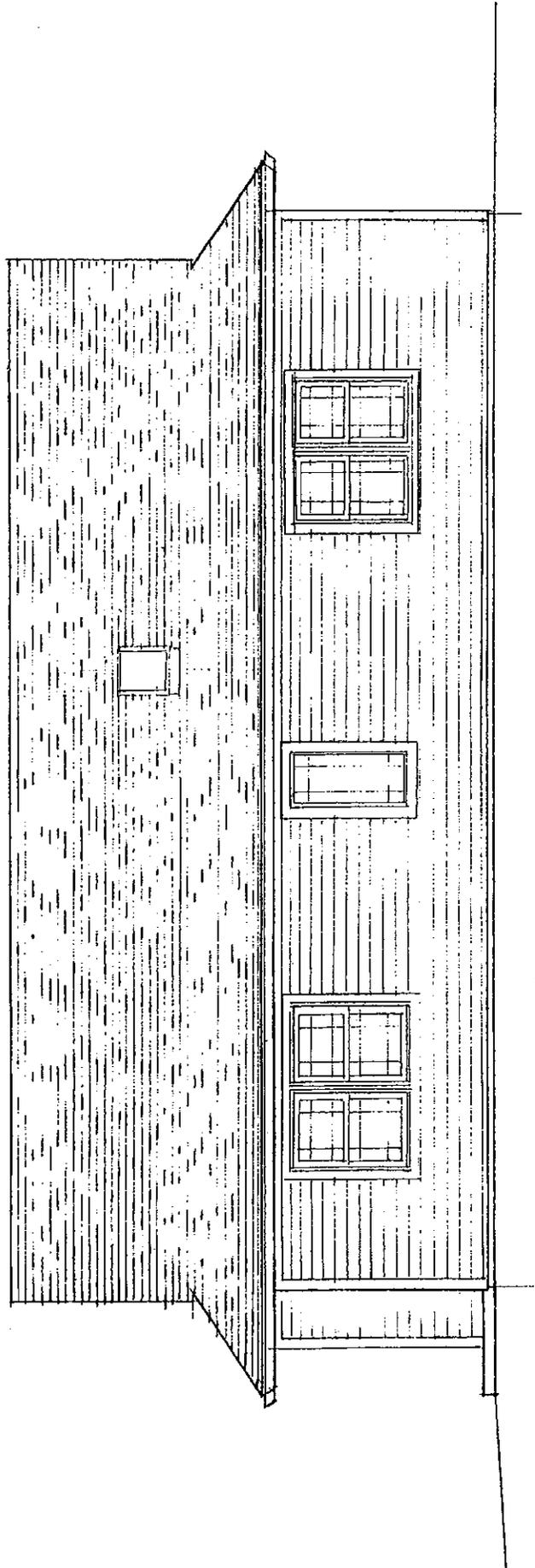
8  
 SHEET  
 OCT 21, 2016



4627 38th Ave.  
 4627 38th Ave.



WEST ELEVATION  
 SCALE 1/4" = 1'-0"  
 4627 30<sup>TH</sup> AVE  
 KENOSHA, WI



4627 38<sup>TH</sup> AVE  
KENOSHA, WI

SOUTH ELEVATION  
SCALE 1/4" = 1'-0"

# City of Kenosha

## Land Use Map Habitat for Humanity Rezoning



 Property Requested to be Rezoned



0 100

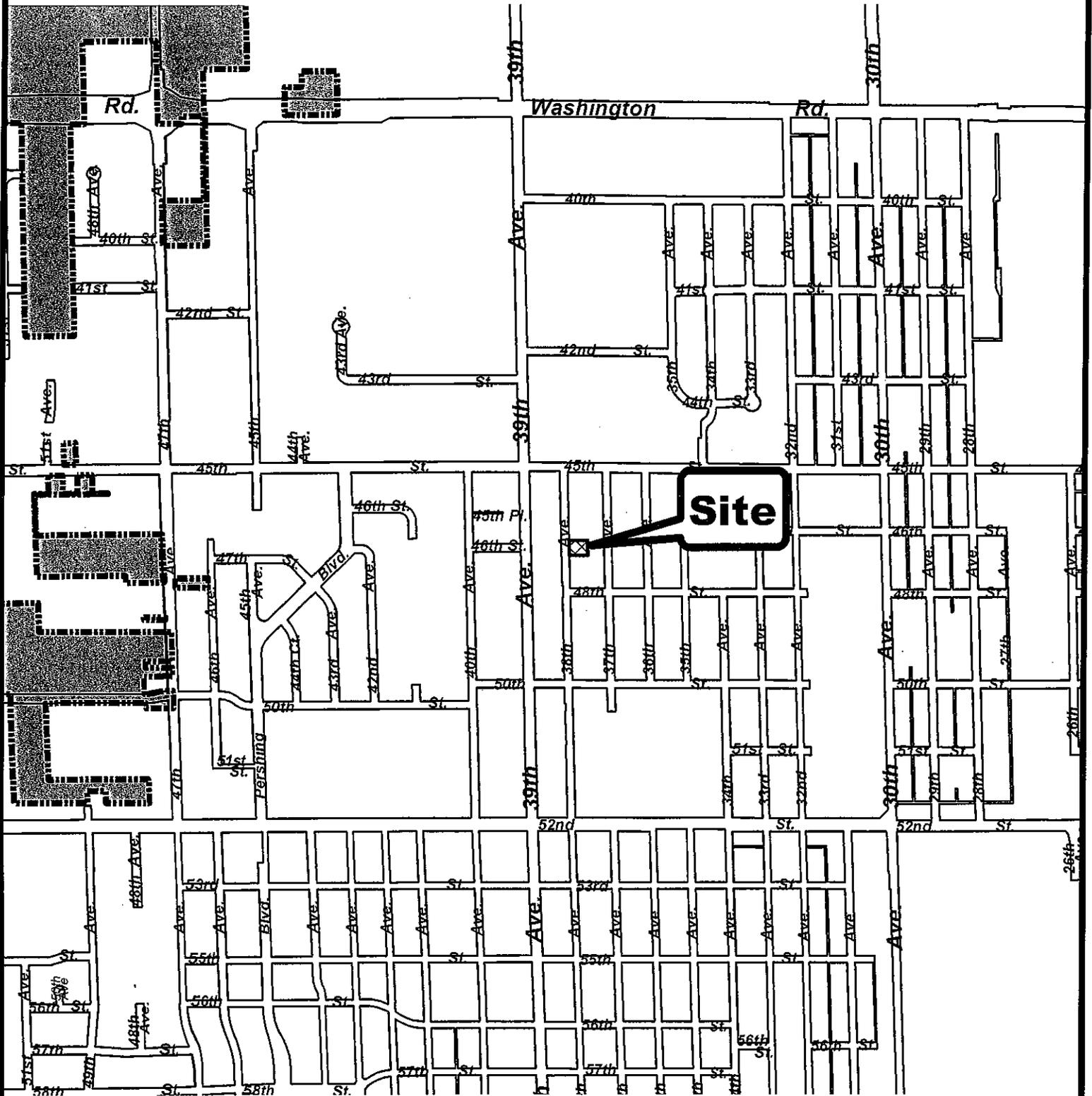


Feet

# City of Kenosha

## Vicinity Map

### Habitat for Humanity rezoning

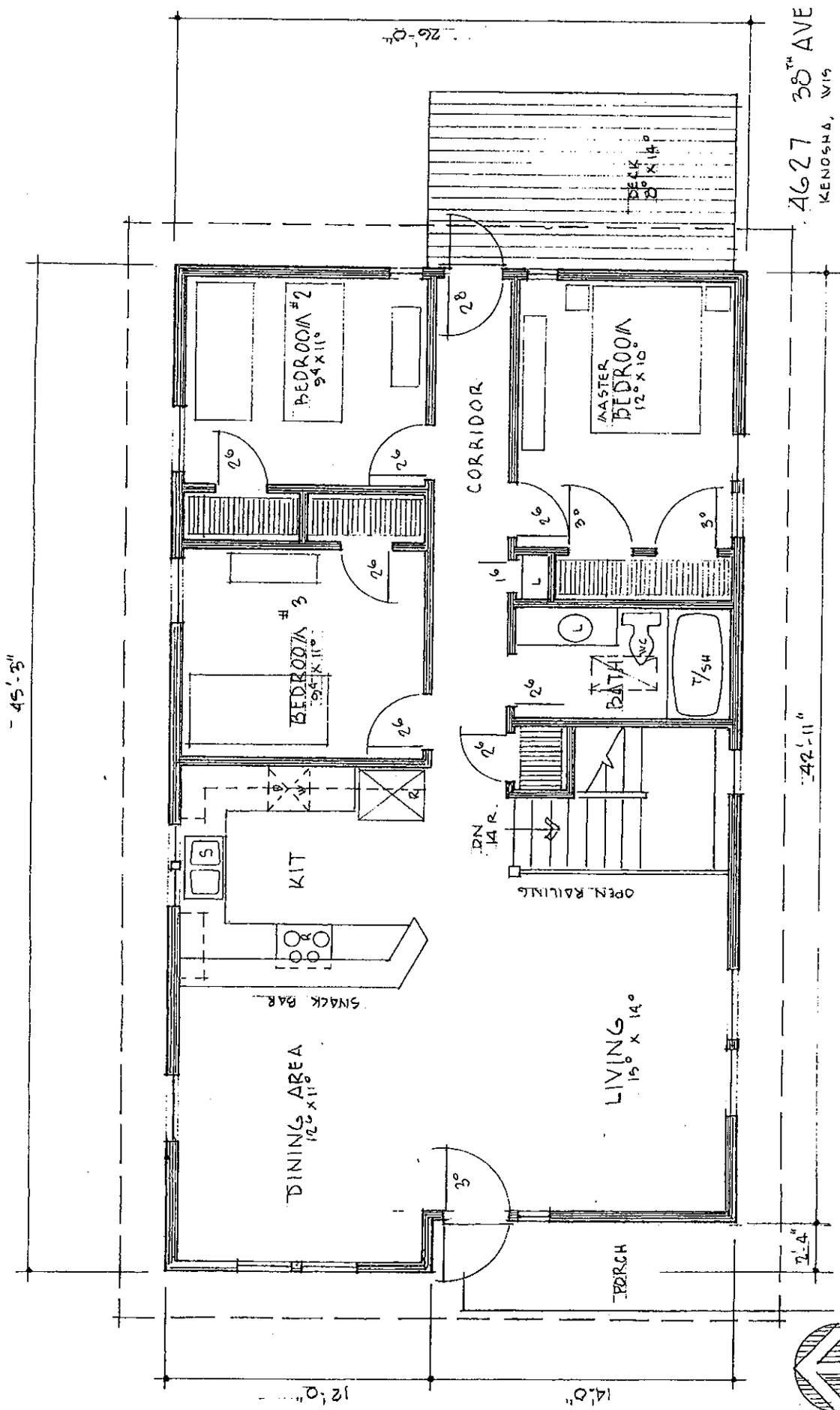


Property requested to be rezoned



0 1,000

November 21, 2016 Pg. 168t



45'-3"

4627 38<sup>TH</sup> AVE  
 KENOSHA, WI 5  
 FL. AREA = 1135 SQ FT

FLOOR PLAN  
 SCALE 1/4" = 1'-0"





**APPLICATION FOR DEVELOPMENT REVIEW**  
Forms #CDI301 thru #CDI310 (rev. 1/16)

**MAILING INFORMATION**

**NAME OF PROJECT:** Habitat for Humanity of Kenosha, Inc. Rezoning

*Check either the Applicant or Architect/Engineer box to indicate the recipient of all correspondence. The property owner will be copied on all correspondence.*

<input checked="" type="radio"/>	Name and Address of Applicant [Please print]: <u>Habitat for Humanity of Kenosha, Inc.</u> <u>6203 28th Avenue</u> <u>Kenosha, WI 53143</u>	Phone: <u>262-925-0360</u> Fax: _____ E-Mail: <u>hansenhfh@gmail.com</u>
<input type="radio"/>	Name and Address of Architect/Engineer [Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____
	Name and Address of Property Owner (if other than applicant)[Please print]: _____ _____ _____	Phone: _____ Fax: _____ E-Mail: _____

**PROJECT LOCATION**

Location of Development (street address and / or parcel number): 4621 38th Avenue & 4627 38th Avenue

**TYPE OF LAND DEVELOPMENT**

**Check all that apply. Note: Additional information may be required within individual Sections.**

<input type="checkbox"/> Certified Survey Map #CDI301	Section 1	Page 3
<input type="checkbox"/> Concept Review ( <i>Land Division</i> ) #CDI302	Section 2	Page 4
<input type="checkbox"/> Concept Review (Multi-Family Residential or Non-Residential) #CDI303	Section 3	Page 5
<input type="checkbox"/> Conditional Use Permit #CDI304	Section 4	Pages 6 & 7
<input type="checkbox"/> Developer's Agreement #CDI305	Section 5	Page 8
<input type="checkbox"/> Final Plat #CDI306	Section 6	Pages 9 & 10
<input type="checkbox"/> Lot Line Adjustment Survey #CDI307	Section 7	Page 11
<input type="checkbox"/> Preliminary Plat #CDI308	Section 8	Pages 12 & 13
<input checked="" type="checkbox"/> Rezoning #CDI309	Section 9	Pages 14 & 15
<input type="checkbox"/> Site Plan Review #CDI310	Section 10	Pages 16 & 17

**Prior to submitting this Application to the Department of Community Development and Inspections, please review the appropriate sections for fees, requirements and appropriate appendices. Submit this cover page, completed application, applicable section(s) and appendices along with ALL required plans, information and fees to the address listed below.**

**APPLICATION FOR REZONING**  
Form #CDI309 (rev. 1/16)

<b>SECTION 9 REZONING</b>	
<b>Additional Information Required:</b>	<p>Current Zoning District: <u>B-2</u></p> <p>Proposed Zoning District: <u>RG-2</u></p> <p>Proposed Type of Rezoning: (Check all applicable)</p> <p><input checked="" type="checkbox"/> Single-family Residential</p> <p><input type="checkbox"/> Two-family Residential</p> <p><input type="checkbox"/> Multi-family Residential (3 or more units)</p> <p><input type="checkbox"/> Institutional, Commercial or Industrial</p>
<b>Submittal Requirements:</b>	<ul style="list-style-type: none"> <li>➤ <b>Rezoning Petition (sample below) filled out according to the particular situation. The current owner(s) of the property must sign the petition.</b></li> <li>➤ <b>Building and Site Development Plans as indicated below.</b></li> </ul>
<b>Fees:</b>	<ul style="list-style-type: none"> <li>➤ Rezoning Fee = <b>\$550</b> (For projects that <i>do not</i> require building and site development plans)</li> <li><u>OR</u></li> <li>➤ Rezoning with Concept Plan = <b>\$1,150</b> (For projects that require building and site development plans)</li> </ul> <p><i>The City retains the fee whether the rezoning is approved or denied. The applicant should contact Community Development and Inspections – Planning Division to verify the total fee before submitting the rezoning application.</i></p>
<b>Appendices to Review:</b>	➤ N/A
<b>Approximate Review Time:</b>	➤ <b>60-75 days (Reviewed by City Plan Commission and Common Council)</b>
<p>A rezoning request can be initiated by:</p> <ul style="list-style-type: none"> <li>➤ The City Plan Commission</li> <li>➤ The Common Council</li> <li>➤ A petition of 50 percent or more of the owners of property within the area proposed to be rezoned</li> </ul>	
<b>SAMPLE REZONING PETITION</b>	
<p>The Honorable Mayor and Members of the Common Council Kenosha, WI</p> <p>Dear Members of the Common Council:</p> <p>It is requested that my property located at <i>(address or parcel number)</i> be rezoned from <i>(present zoning)</i> to <i>(proposed rezoning)</i>. The purpose of the rezoning is to permit <i>(proposed use of the property)</i>.</p> <p>Attached is a conceptual development plan including building, site development, land use and operational plans as required by Section 10 of the City of Kenosha Zoning Ordinance, and a receipt of the rezoning fee. I understand that development of the referenced property proposed for rezoning is required to be consistent with the conceptual development plans submitted with my rezoning petition.</p> <p>Please inform me of the date this item will be reviewed by the City Plan Commission. The meeting notice should be sent to <i>(list one name only)</i> at <i>(address)</i>. I can be reached at <i>(phone number)</i> if there are any questions regarding my request for the rezoning.</p> <p style="text-align: center;">Sincerely,</p> <p style="text-align: center;">Current Property Owner</p>	

Red indicates new language provided by the sponsor subsequent to the committee meeting. Pursuant to section 1.03 E.2, this is the version to be voted on at the common council meeting.

**ORDINANCE NO.**

**SPONSOR: THE MAYOR**

**TO REPEAL SECTION 5.04 OF THE CODE OF GENERAL ORDINANCES IN ITS ENTIRETY ENTITLED "STREETS, ALLEYS, AND SIDEWALKS", AND TO RECREATE SECTION 5.04 OF THE CODE OF GENERAL ORDINANCES ENTITLED "PUBLIC UTILITIES, RIGHT-OF-WAY EXCAVATION, STREETS, AND ALLEYS"**

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

Section One: Section 5.04 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed in its entirety.

Section Two: Section 5.04 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby recreated as follows:

**5.04 PUBLIC UTILITIES, RIGHT-OF-WAY EXCAVATION, STREETS, AND ALLEYS**

**A. Findings and Purpose.** In the exercise of its police powers, the City has priority over all other uses of the public rights-of-way. The City desires to anticipate and minimize the number of obstructions and excavations taking place in the public rights-of-way to ensure that the rights-of-way remain available for public services and safe for public use. The taxpayers of the City bear the financial burden for the upkeep of the rights-of-way and a primary cause for the early and excess deterioration of the public rights-of-way is the frequent excavation by Person who place facilities therein.

The City finds that there has been an increase in the use of the public rights-of-way and, as a result, increased costs to the taxpayers of the City and that these costs are likely to continue into the foreseeable future.

The City finds that excavation and occupancy of the public rights-of-way causes direct and indirect costs to be borne by the City and its taxpayers, including but not limited to:

1. Administrative costs associated with public rights-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
2. Management costs associated with ongoing management activities necessitated by public right-of-way users.
3. Repair costs to the roadway associated with the actual excavation into the public right-of-way.
4. Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life, due to excavations into the public rights-of-way.

In response to the foregoing facts, the City hereby enacts this ordinance relating to the administration and permitting of excavation, obstruction and/or occupancy of the public rights-of-way, together with an ordinance making necessary revisions to other Code provisions. This ordinance imposes reasonable regulations on the placement and maintenance of facilities currently within in rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies.

The purpose of this ordinance is to provide the City a legal framework within which to regulate and manage the public rights-of-way, and to provide for recovery of costs. This ordinance provides for the health, safety and welfare of the residents of the City as they use the rights-of-way of the City, as well as to ensure the structural integrity of the public rights-of-way.

Under this chapter, all Persons who excavate, obstruct and/or occupy the public rights-of-way will reimburse the City’s administrative, ongoing management and degradation costs. Right-of-way users will bear a fair share of the financial responsibility for the integrity of the public rights-of-way.

**B. Definitions.** The following definitions apply in this ordinance. References hereafter to “sections” are, unless otherwise specified, references to sections in this ordinance. Defined terms remain defined terms whether or not capitalized.

1. **Applicant** means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.
2. **City** means the City of Kenosha.
3. **Degradation** means the accelerated depreciation of the right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur.
4. **Department** means the City’s Director of Public Works or designee.
5. **City Inspector** means any person authorized by the Department to carry out inspections relating to the provisions of this chapter.

**6. Emergency** means a condition that (1) poses a clear and immediate danger to life or health, or of a significant loss of property or (2) requires immediate repair or replacement in order to restore service to a customer.

**7. Encroach** means to place any object in or over a right-of-way as to begin to restrict free and open passage over/under on or in that or any part of the right-of-way.

**8. Excavate** means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

**9. Facilities** means all equipment owned, operated, leased or subleased in connection with the operation of a service or utility service, and shall include but is not limited to poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

**10. In**, when used in conjunction with “right-of-way”, means over, above, in, within, on or under a right-of-way.

**11. Lawn Park** shall mean the area between the public sidewalk and the curblineline of the street. Where there is no sidewalk, Lawn Park shall mean the area between the property line and the curblineline of the street.

**12. Local representative** means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

**13. Obstruct** means to place any object in a right-of-way as to hinder free and open passage over/under on or in that or any part of the right-of-way.

**14. Occupy** means to dwell or reside above, on, in, or below the boundaries of the public rights-of-way.

**15. Permittee** means any person to whom a permit to excavate or occupy a right-of-way has been granted by the City under this chapter.

**16. Person** means, municipality, corporation, company, including a “Company” defined as Wis. Stat. § 182.017(1g)(b), association, firm, partnership, limited liability company, limited liability partnership and individuals and their lessors, transferees and receivers.

**17. PSCW** means the Public Service Commission of Wisconsin.

**18. Public Utility** has the meaning provided in Wis. Stat. § 196.01(5).

**19. Registrant** means any person who has registered with the City (1) to have its facilities located in any right-of-way or (2) to use or seek to occupy or use the right-of-way or any facilities in the right-of-way.

**20. Repair** means to perform construction work necessary to make the right-of-way useable for travel, according to department specifications, or to return facilities to an operable condition that is in as good or a better condition as the facilities were before the work commenced.

**21. Right-of-way or Public Right-of-way** means the surface and space above and below a public roadway, highway, street, bicycle lane, lawn park, shoulders, side slopes, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes.

**22. Rights-of-way User** means a person owning or controlling a facility in the public right-of-way, or seeking to own or control a facility in the public right-of-way.

**23. Service or utility service** includes services such as municipal sewer and water services and services provided by a Public Utility or a Company subject to Wis. Stat. § 182.017 and other similar services.

**24. Sidewalk** shall mean the area within a street or highway right-of-way used or reserved for pedestrian traffic.

**25. Supplementary application** means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that has already been issued.

**26. Unusable facilities** means facilities in the right-of-way which have remained unused for one year and for which the registrant is unable to provide proof that it has either a plan to begin using them within the next twenty-four (24) months or a potential purchaser or user of the facilities.

**C. Administration.** The Department is responsible for the administration of the rights-of-way, and the permits and ordinances related thereto.

**D. Registration for Right-of-way Occupancy.**

**1. Registration.** Each service, utility service or right-of-way user who occupies, uses, or seeks to occupy or use, the right-of-way or any facilities in the right-of-way, including by lease, sublease or assignment, or who has, or seeks to have, facilities located in any right-of-way shall register with the Department and pay the fee on file with the Department. Registration will consist of providing application information and paying a registration fee. This section shall not apply to those persons exclusively utilizing facilities provided by another right-of-way user.

**2. Registration Prior To Work.** No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the Department.

**a. Exceptions.**

**(1)** Nothing herein shall be construed to repeal or amend the provisions of a City ordinance requiring persons to plant or maintain the lawn park in the area of the right-of-way between their

property and the street curb, construct sidewalks, install street signs, erect mailboxes or perform other similar activities.

(2) **City-Work Excluded.** The provisions of this Ordinance shall not apply to excavation work under the direction of the Department of Public Works by City employees, the Kenosha Water Utility or contractors performing work under contract with the City or Kenosha Water Utility necessitating openings or excavations in City streets or other public ways, which openings or excavations shall be regulated by the contract between the City and the contractor.

#### **E. Registration Information.**

**1. Information Required.** The information provided to the Department at the time of registration shall include, but not be limited to:

**a.** Each applicant/registrant's name, Diggers Hotline registration certificate number, address and e-mail address, if applicable, and telephone and facsimile numbers.

**b.** The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.

**c.** All right-of-way users shall demonstrate to the satisfaction of the City the financial capability to cover any liability that might arise out of their presence in the right-of-way. If the person is a corporation, a LLC or LLP, a copy of any certificate required to be filed under Wisconsin Statutes as recorded and certified to the Secretary of State and shall be included with the registration.

**d.** If certified, a copy of the person's certificate of authority from PSCW or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.

**e.** Execution of an indemnification agreement in a form prescribed by the Department, which is consistent with, and shall not exceed the obligations provided in, **Section 5.04 V.** herein.

**2. Notice of Changes.** The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within fifteen (15) working days following the date on which the registrant has knowledge of any change.

#### **F. Registration Fee.**

**1. Annual Registration Fee.** Each registrant shall annually renew its registration or discontinue and properly abandon its facilities. Registration shall expire on the 31<sup>st</sup> day of December each year. The Department shall establish the registration fee in an amount sufficient to recover the costs incurred by the City for processing registrants. This fee shall be computed as the average of labor costs, indirect costs, and other costs associated with registration.

a. For poles and towers, following first time registration and the installation of the registrant's facilities approved under the appropriate Department permit and prior to the next annual registration the applicant/registrant shall provide the following for all existing poles and towers owned:

(1) Structural certification stamped by a registered professional engineer in the State of Wisconsin. Structural certification will include, but not be limited to structural sufficiency and vertical plumbness.

(2) Results from stray voltage testing.

**2. Fee Computation.** The Department may recalculate and establish a new registration fee each year and said fee shall be on file with the Department.

### **G. Excavation Permit Requirement.**

**1. Excavation Permit Required.** Except as otherwise provide in this chapter or other chapters of the Municipal Code, no person shall excavate, raise or lower any right-of-way or place facilities in a right-of-way without first having obtained an excavation permit from the department.

No person shall excavate right-of-way or maintain an excavation in the right-of-way beyond the date or are specified in the permit unless such person makes a supplementary application for another excavation permit before the expiration of the initial permit, pursuant to **Section 5.04 N.**, and a new permit or permit extension is granted.

**2. Permit Display.** A copy of any permit issued under this chapter shall be made available at all times by the Permittee at the indicated work site and shall be available for inspection by the department upon request.

### **H. Excavation Permit Application.**

**1.** Application for a permit shall be made to and issued by the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

a. Registration with the Department as required by this Chapter;

b. Submission of a completed permit application form, including the following:

(1) The applicant shall identify in detail the location of the proposed project and any affected right-of-way, public utility easements, and the location of all existing and proposed facilities within the project area in addition to installation details, traffic control plans and other details requested by the Department;

(2) If the proposed project involves the installation of a pole or tower in the right-of-way, the applicant must submit:

(a) Scaled drawings of the proposed pole or tower and all proposed attachments, stamped by a Wisconsin registered professional engineer.

(b) Structural stability certification of each individual pole or tower.

(c) At the discretion of the Department, the applicant may be required to provide soil testing to ensure proper soil stability.

**(d)** If the proposed project involves the installation of a pole or tower in the right-of-way, the applicant must submit evidence sufficient to demonstrate that the applicant is prohibited from using an existing pole or tower (either owned by the applicant or a third party) because such use is technically infeasible, economically prohibitive, or prohibited by law.

**(e)** If the proposed project involves the installation of a pole or tower in the right-of-way that is greater than 10 feet taller than existing poles or towers in nearby right-of-way, the applicant must submit evidence sufficient to demonstrate that: (i) the greater height is required to accomplish the applicant's purposes; (ii) the applicant is prohibited from using existing poles or towers (either owned by applicant or a third party) to accomplish its purposes because such use is technically infeasible, economically prohibitive, or prohibited by law; (iii) the pole or tower, due to its height and size, poses no greater danger to the health, safety, and welfare of the public than existing poles in nearby right-of-way; and (iv) in evaluating such circumstances, the Department may employ the services of a consulting expert, the expense for which shall be reimbursed by the applicant as an administrative cost of processing the application.

**(f)** If the proposed project involves the installation of a pole or tower in the right-of-way, the applicant must submit evidence to demonstrate compliance with the height limitations indicated on the City of Kenosha Airport Height Limitation Map.

**c.** Payment of all money due to the City for:

- (1)** applicable permit fees and costs as set forth below.
- (2)** unpaid fees or costs due for prior excavations; or
- (3)** any loss, damage, or expense suffered by the City because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the City.

**d.** A statement on forms provided by the Department that the registrant will comply with all local, state, and federal codes including, but not limited to, safety, building, traffic control codes, and the Manual of Uniform Traffic Control Devices (MUTCD). All work is to be done according to good engineering practice that the public safety be procured, and the street be properly restored.

**e.** Furnish a certificate of liability insurance, naming the City as an additional insured. The following minimum insurance coverages must be in effect and continue in effect during the term of registration:

- (1) Commercial General Liability  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
or  
\$2,000,000 Combined Single Limit (each accident)  
*having the following coverages:*  
Premises  
Contractual Liability  
Products and Completed Operations  
Death and Personal Injury
- (2) Automobile Liability (any auto)  
\$1,000,000 Bodily Injury (per person)

\$2,000,000 Bodily Injury (per accident)  
\$500,000 Property Damage (per accident)

- (3) Worker's Compensation
  - Statutory Limits
  - \$100,000 Each Accident
  - \$100,000 Disease, Each Employee
  - \$500,000 Disease, Policy Limit
  
- (4) Umbrella Liability
  - \$4,000,000 Each Occurrence
  - \$4,000,000 General Aggregate
  - Umbrella liability coverage to be at least as broad as the underlying Commercial General Liability, Automobile Liability, Liquor Liability, Fireworks Liability, Statutory Liability and Employers Liability coverages.

**f.** Post a repair bond. Before a permit for excavating or opening any street or any other public way may be issued, the applicant must execute and deposit with the City Clerk a repair bond approved by the City Attorney in the sum of \$3,000 as a guarantee that the person opening the street will pay all costs of repairing such opening. Such bond shall be further conditioned that he will observe the provisions of all State Laws, Ordinances, Rules and Regulations governing the issuance of permits under this Section. Such bonds may be filed individually for each excavation, or an annual bond may be given covering all excavation work done by the principal for one year, beginning January 1st.

**g.** The Department shall not deny a registrant an excavation permit because of a dispute between the City and the registrant, related to **Section 5.04 H.1.c.(2)** and/or **Section 5.04 H.1.c.(3)** if

- (1) the dispute has been adjudicated in favor of the registrant;
- (2) the dispute is the subject of an appeal filed by the registrant and no decision in the matter has at yet been rendered.

#### **I. Excavation Permit Fee.**

**1. Fee Calculation.** The excavation permit fee shall be established by the Department and shall be made payable to the City of Kenosha prior to the issuance of the permit. The Common Council will, from time to time, by resolution, establish the permit fee in an amount sufficient to recover the costs incurred by the City. This fee shall recover costs incurred by the City for each of the following categories as provided herein:

**a. Administrative:** The general formula for computing the administrative fee shall be the average per-permit costs for labor plus indirect and other costs.

**b. Repair:** No repair fee shall be collected by the City. However, the permittee shall be required to repair the public right-of-way to Department specifications, subject to inspection and acceptance by the Department, pursuant to **Section 5.04 J.** below, and to pay a degradation fee.

c. Degradation: The general formula for computing the degradation fee shall be the cost per square yard for street, overlay and seal coat multiplied by the appropriate depreciation rate for that street multiplied by the area of the patch.

The area of the patch shall generally be square and calculated by adding two feet to each side of the anticipated street cut and then, at the option of the Department, extending to the full pavement lane width. Depreciation schedules shall be provided by type of street.

The total excavation permit fee shall be calculated as follows: Total Excavation Permit Fee = Administrative Cost + Degradation Fee.

2. ~~City~~ **Exemption.** The City, the Kenosha Water Utility and ~~its~~their contractors shall not pay administrative and degradation fees.

3. **Payment of Permit Fees.** No excavation permit shall be issued without payment of applicable fees.

4. **Fee Computation.** The Department may recalculate and establish a new fee structure each year.

5. **Non-refundable.** Permit fees paid for a permit that the Department has revoked pursuant to **Section 5.04 P.** below are not refundable. If the excavation defined in the excavation permit does not proceed, upon return of the permit to the Department the degradation fee may be refunded upon approval of the Department. However, the Administrative Cost is not refundable.

#### **J. Right-of-way Repair.**

1. The work to be done under the excavation permit, and the repair of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the Permittee or when work was prohibited as unseasonable or unreasonable under **Section 5.04 P.** below.

2. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. The Department shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Department.

3. **Standards.** The Permittee shall perform repairs according to the specifications of the Department and/or in accordance with the conditions specified in the permit. The Department shall have the authority to prescribe the manner and extent of the repair and may do so in written procedures of general application or on a case-by-case basis.

4. **Guarantees.** The Permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion, except for organic material, which shall be maintained for twelve (12) months. During either period, the Permittee shall, upon notification from the Department, correct all repair work to the extent necessary, using the method required by the Department. Said work shall be

completed within ten (10) calendar days of the receipt of the notice from the Department, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under Sec. 16-119.

**5. Failure To Repair.** If the Permittee fails to repair the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all repair required by the Department, the Department at its option may do such work. In that event the Permittee shall pay to the City, within thirty (30) days of billing, the cost of repairing the right-of-way. If the Permittee fails to pay as required, the City may exercise its rights under the repair bond.

#### **K. Inspection.**

**1. Notice of Completion.** When the work under any permit issued hereunder is completed, the Permittee shall notify the Department.

**2. Site Inspection.** The Permittee shall make the work site available to the Department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

**3. Authority of Department.** At the time of inspection, the City may order the immediate cessation of any work that poses a threat to the life, health, safety, or well-being of the public. The City may issue an order to the registrant for any work that does not conform to the applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the registrant shall present proof to the Department that the violation has been corrected. If such proof has not been presented within the required time, the Department may revoke the permit pursuant to **Section 5.04 P.** below.

#### **L. Fall Radius/Breakaway Requirements.**

**1.** Poles and other utility structures over 60 feet in height shall be located so that all residential, commercial, retail, manufacturing or other occupied buildings are outside the fall radius of the structure.

**2.** Rigid non-breakaway poles and other utility structures shall be located a minimum of 2' clear from face of roadway curbs, 2' clear from edge of sidewalk, 10' clear from edge of traveled way behind shoulders and behind existing or future sidewalks.

#### **M. Joint Applications.**

**1. Joint Application.** Registrants may jointly apply for permits to excavate the right-of-way at the same place and time.

**2. With City Projects.** Registrants who join in a scheduled excavation performed by the City, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the degradation portion of the excavation permit fee.

**3. Shared Fees.** Registrants who apply for permits for the same excavation, which the Department does not perform, may share in the payment of the excavation permit fee. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

#### **N. Supplementary Applications.**

**1. Limitations on Area.** An excavation permit is valid only for the area of the right-of-way specified in the permit. No Permittee may perform any work or excavate outside the area specified in the permit, except as provided herein. Any Permittee which determines that an area greater than that specified in the permit must be excavated shall, before working in that greater area (1) make application for a permit extension and pay any additional fees required thereby and (2) be granted a new permit or permit extension.

**2. Limitation on Dates.** An excavation permit is valid only for the dates specified in the permit. No Permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a Permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs and receive the new permit or an extension of the old permit before working after the end date of the previous permit.

**3. Fees for Supplementary Applications.** A Permittee shall pay administration costs for any additional permits. A Permittee is not required to pay an additional degradation fee for the same excavation, if such fee has already been paid on the original permit.

#### **O. Other Obligations.**

**1. Compliance with Other Laws.** Obtaining a permit to excavate and/or occupy the right-of-way does not relieve a Permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other City, county, State, or Federal rules, laws or regulations. A Permittee shall comply with all requirements of local, state, and federal laws. A Permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

**2. Prohibited Work.** Except in an emergency, or with the approval of the Department, no right-of-way excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

**3. Barriers and Warnings.** Any person opening, excavating, or occupying any street, sidewalk or alley, shall place proper and sufficient barriers and guards about the same as outlined in the "Manual of Traffic Controls for Street Construction and Maintenance Operations" on file in the office of the Director of Public Works. Said manual is intended to be as much a part of the Ordinance as if it were printed in total. During the hours of dusk and darkness, adequate and sufficient warning lights shall be placed and maintained about the same. No person shall interfere with or remove such barriers, guards, or lights.

**4. Placement of Spoil Material.** In opening any street or other public way, all paving or base material shall be removed with the least possible loss of or injury to surfacing material and, together with the excavated material from trenches, shall be placed so as to cause the least practicable inconvenience to the public and permit free flow of water along gutters.

**5. Contractors Equipment and Operations.** All machinery and equipment shall be locked or otherwise effectively safeguarded from unauthorized use when not being used by the permittee, his agents or employees. Except by special permission of the Director of Public Works, no trench shall be excavated more than 100 feet in advance of pipe laying, nor left unfilled more than 200 feet where pipe has been laid. When the side of the trench will not stand perpendicular, sheathing and bracing must be used to prevent caving. No timber, bracing, lagging sheathing, or other lumber shall be left in any trench. All necessary precautions shall be taken to guard the public effectively from accidents or damage to persons or property through the period of the work. Each person making such opening shall be held liable for all damages including costs incurred by the City in defending any action brought against it for damages, as well as cost of any appeal, that may result from the neglect by such persons or his employees of any necessary precaution against injury or damage to persons, vehicles, or property of any kind.

**6. Backfill and Surfacing.** All openings or excavations in a street shall be backfilled with sand or gravel, meeting specifications on file in the office of the City Engineer. In refilling the opening, backfill material shall be placed in layers not exceeding 6 inches in depth and each layer rammed, or tamped, or flushed to prevent after-settling. The permittee shall notify the Department of Public Works prior to commencing backfilling, and shall only backfill while a City Inspector is present.

When a pavement opening is made in an arterial or major street, a temporary asphalt patch shall be placed by the permittee upon completion of the backfill.

All permanent pavement repairs shall be made by the City of Kenosha, unless authorized by the Director of Public Works, and all costs of maintenance and reconstruction work shall be charged to the applicant. All spoil material and rubbish shall be immediately removed, leaving the street or way in perfect repair.

No permit for pavement or sidewalk opening shall be issued to any person if any such charge for maintenance and reconstruction work remains due and unpaid.

**7. Excavations in New Streets Limited.** The Common Council shall approve the permanent improvement or repaving of streets not less than 30 days before the work of permanent improvement or paving shall begin. Following such approval by the Common Council, the City Engineer shall notify in writing each person, utility, City department, or other agency owning or controlling any sewer, water main, conduit, or other utility in or under said street, of the intent of the City of Kenosha to permanently improve or repave said street, and that all excavation work in said street shall be coordinated with and scheduled by the City Engineer to obtain a reasonable completion of the work. After such permanent improvement or repaving no permit shall be issued to open, cut or excavate said street for a period of 5 years after the date of improvement, or repaving unless in the opinion of the City Engineer an emergency exists which makes it necessary that the permit be issued.

**8. Special Conditions.** Permits for street openings in "through" streets as outlined in **Section 7.03** of the Code of General Ordinances on street openings lying within 500 feet of any school, hospital nursing home, or similar institution, will be issued conditionally upon the presence of a City Inspector at the job site during the performance of any and all work. The permittee shall pay all costs of such inspection.

**P. Revocations, Suspensions, Refusals To Issue or Extend Permits.**

**1. Grounds.** The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:

**a.** The applicant or Permittee is required by **Section 5.04 D.** to be registered and has not done so or the permit application is otherwise incomplete;

**b.** The applicant or Permittee is seeking to perform work not included in its construction and major maintenance plan; which work was reasonably foreseeable by the applicant or Permittee at the time said plan was filed;

**c.** Issuance of a permit for the requested date would or interfere with an exhibition, celebration, festival, or other event;

**d.** Misrepresentation of any fact by the applicant or Permittee;

**e.** Failure of the applicant or Permittee to maintain required bonds and/or insurance;

**f.** Failure of the applicant or Permittee to complete work in a timely manner;

**g.** The proposed activity is contrary to the public health, safety or welfare;

**h.** The extent to which space is available in the right-of-way for which the permit is sought;

**i.** The competing demands for the particular space in the right-of-way;

**j.** The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the Permittee or applicant;

**k.** If the Permittee or applicant proposes to install a new pole or tower in the right-of-way, the availability of other existing poles or towers owned by the Permittee or applicant or by a third party;

**l.** The applicability of ordinances or other regulations of the right-of-way that affect location of facilities in the right-of-way;

**m.** The condition and age of the right-of-way, and whether and when it is scheduled for total or partial reconstruction; or

n. The applicant or Permittee is otherwise not in full compliance with the requirements of this chapter or state or federal law.

**2. Discretionary Issuance.** Notwithstanding Sub. (a)(2), the Department may issue a permit where issuance is necessary (a) to prevent substantial economic hardship to a customer of the Permittee or applicant, or (b) to allow such customer to materially improve its Public Utility service, or (c) to allow the Permittee or applicant to comply with state or federal law or City ordinance or an order of a court or administrative agency.

**3. Appeals.** Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may, within ten (10) days of the Department's decision being issued, file a written request with the Department seeking a review of the decision by the Municipal Services Committee. Following a hearing the Municipal Services Committee may affirm, reverse or modify the decision of the Department. The decision of the Municipal Services Committee is final.

**4. Time Limit to Act And Written Denial.** The City shall approve or deny a permit application no later than sixty (60) days after receipt of the application. If the City fails to act on the application within that sixty (60) day period, the application shall be deemed granted and the City shall issue the permit to Applicant. If the City denies a permit application, the City shall provide Applicant with a written explanation of the reason for the denial at the time the City denies the application. See Wis. Stat. § 182.017(9).

#### **Q. Work Done Without a Permit.**

**1. Emergency Situations.** In the event of an emergency, any person owning or controlling any sewer, water main, conduit or other utility in or under any street, and his agents or employees may take immediate proper emergency measures to remedy dangerous conditions for the protection of property, life, health or safety without obtaining an Excavation Permit, provided that such person shall apply for an excavation permit not later than the end of the next succeeding business day, and shall not make any permanent repairs without first obtaining an Excavation Permit hereunder. If the City becomes aware of an emergency regarding a registrant's facilities, the Department may attempt to contact the local representative of each registrant affected. The City may take whatever action it deems necessary to protect the public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

**2. Non-Emergency Situations.** Except in an emergency, any person who, without first having obtained the necessary permit, excavates a right-of-way must subsequently register and apply for an excavation permit, and shall in addition to any penalties prescribed by ordinance, pay five times the normal fee established by the Common Council by Resolution for said permit, pay all other fees required by this chapter or other chapters of the City Code, deposit with the Department the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this chapter. If a subsequent permit is denied or is not approved, the registrant shall discontinue and abandon its facilities and the Department may cause any offending conditions to be removed or corrected and the expense thereof charged to the person responsible.

**R. Supplementary Notification.** If the excavation of the right-of-way begins later or ends sooner than the date given on the permit, the Permittee shall notify the Department of the accurate information as soon as this information is known.

**S. Location of Facilities.**

**1. Undergrounding.** Unless in conflict with state or federal law, except when existing aboveground facilities are used, the installation of new facilities and replacement of old existing facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.

**2. Corridors.** The Department may assign specific corridors within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is or, pursuant to current technology, the City expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the City involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue consistent with the Department's assignment.

Any registrant who has facilities in the right-of-way in a position at variance with the corridors established by the City shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, unless this requirement is waived by the City for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the registrant.

**3. Limitation of Space.** To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the Department may prohibit or limit the placement of new, replacement or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of Persons to occupy and use the right-of-way. In making such decisions, the Department/City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

**T. Relocation of Facilities.** Except as prohibited by State or Federal law, a registrant must promptly and at its own expense, with due regard for seasonal working conditions, permanently remove and relocate its facilities in the right-of-way whenever the Department requests such removal and relocation, and shall restore the right-of-way to the same condition it was in prior to said removal or relocation. The Department may make such request to prevent interference by the Company's facilities with (i) a present or future City use of the right-of-way, (ii) a public improvement undertaken by the City, (iii) an economic development project in which the City has an interest or investment, (iv) when the public health, safety and welfare require it, (v) when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way, (vi) future development resulting in building(s) located within fall zones, (vii) when necessary to prevent interference with other existing communication service providers, or (viii) existence of stray voltage.

Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from any right-of-way which has been vacated in favor of a non-governmental entity unless and until the reasonable costs thereof are first paid to the person therefor.

**U. Interference with Other Facilities During Municipal Construction.** When the City performs work in the right-of-way and finds it necessary to maintain, support, shore, or move a registrant's facilities, the City shall notify the local representative. The registrant shall meet with the City's representative within 24-hours and coordinate the protection, maintenance, supporting, and/or shoring of the registrant's facilities. The registrant shall accomplish the needed work within 72 hours, unless the City agrees to a longer period. In the event that the registrant does not proceed to maintain, support, shore, or move its facilities, the City may arrange to do the work and bill the registrant for costs it incurs as well as damages of \$100 per day beyond the registrant's 72 hour deadline to accomplish the needed work, said bill to be paid within thirty (30) days.

**V. Indemnification.** By registering with the City, or by accepting a permit under this chapter, a registrant or Permittee, as the case may be, agrees to indemnify, defend, and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents (collective, "Indemnified Parties"), from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon an Indemnified Party for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the permittee's acts or omissions in the exercise of its rights under this permit, whether caused by or contributed to by the City or its agents or employees except in such cases where caused by the sole negligence or willful misconduct of the City.

**W. Abandoned Facilities.**

**1. Discontinued Operations.** A registrant who discontinues its operations in the City must either:

**a.** Provide information satisfactory to the Department that the registrant's obligations for its facilities under this chapter have been lawfully assumed by another registrant; or

**b.** Submit to the Department a proposal and instruments for dedication of its facilities to the City. If a registrant proceeds under this clause, the City may, at its option:

**(1)** accept the dedication for all or a portion of the facilities; or

**(2)** require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or aboveground; or

**(3)** require the registrant to post a bond or provide payment sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the facilities.

However, any registrant who has unusable and abandoned facilities in any right-of-way shall remove it from the right-of-way within two years, unless the Department waives this requirement.

**2. Abandoned Facilities.** Facilities of a registrant who fails to comply with **Section 5.04 W.1.**, and which, for two (2) years, remains unused shall be deemed to be abandoned. Abandoned facilities

are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City may, at its option (i) abate the nuisance, (ii) take possession of the facilities, and/or (iii) require removal of the facilities by the registrant, or the registrant's successor in interest.

**3. Public Utilities.** This section shall not apply to a Public Utility that is required to follow the provisions of Wis. Stat. § 196.81.

**X. Reservation of Regulatory and Police Powers.** The City, by granting of a permit to excavate, obstruct and/or occupy the right-of-way, or by registering a person under this chapter does not surrender or to any extent lose, waive, impair, or the lawful powers and rights, which it has now or maybe hereafter granted to the City under the Constitution and statutes of the State of Wisconsin to regulate the use of the right-of-way by the Permittee; and the Permittee by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this chapter agrees that all lawful powers an rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Permittee or registrant is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general law, and ordinances enacted by the City pursuant to such powers.

**Y. Obstructions and Encroachments.**

**1. Permission Required.** No person, firm or corporation shall encroach upon, close, or encumber any public street, highway or part thereof, unless expressly authorized to do so by the Director of Public Works or designee. Application for said permission shall be made in writing to the Department of Public Works and the type plans, etc. of said obstruction, closure, or encroachment shall be submitted to the Director of the Department of Community Development and Inspections, and the Fire and Police Departments for review and recommendation. The purposes for such encroachment, closure, or encumbrance include, but are not limited to, placing of a refuse receptacle or dumpster, private construction equipment, or building materials on a City street or right of way, providing maintenance to a City street or right of way, facilitating the passage of a wide or hazardous transportation load, addressing an emergency, facilitating fire-fighting training exercises, allowing for passage of a police escorted motorcade, or allowing for a civic event to which the general public is encouraged to attend such as concerts, parades, festivals, athletic events, marches, ceremonies, tournaments, exhibitions, expositions, fairs, markets, or shows.

The Director of Public Works may also order the temporary closing of a City street or public thoroughfare in a residentially zoned district for the purpose of authorizing a street party to be held thereon, through the issuance of a "Street Party Permit". The request for such a permit must be in writing, signed by a majority of property owners fronting the street to be closed, filed at least ten (10) days in advance of the event desired to be held, accompanied by a fee to cover the cost of permit issuance and administration. The Common Council will, from time to time, by Resolution, establish the Permit Fee. Should any street party take place prior to the issuance of a permit, the fee shall increase to five (5) times the amount of the fee established by the Common Council by Resolution. There shall be a limit of two (2) permits per calendar year per street. The Department of Public Works shall inspect the street or public thoroughfare and obtain the recommendations of the Fire and Police Departments prior

to permit issuance. The Department of Public Works shall provide barricades to close off the street which will be the subject of the street party. The Director of Public Works may decline to issue said permit for good cause, such as, but not limited to, his/her consideration that the street closing, if permitted, will, or will tend to cause unreasonable traffic congestion, result in a disturbance of the peace, or endanger the public health, safety and welfare. Should the permit be denied, the applicant may appeal the denial to the Committee on Public Works by filing a written notice of appeal with the Department of Public Works within five (5) business days following, but not including, the day of denial. The Director of Public Works, upon issuing a permit, shall send a copy of same to the Fire and Police Departments, notifying the departments of a closed street. The permit shall state the time for which the permit is valid and the Police Department shall check the street during said permit hours to determine if the barricades have in fact been put in place. It shall be the responsibility of the applicant to put in place and maintain said barricades during the hours of the street closing specified on said permit. It shall be unlawful to hold a street party under circumstances where barricades do not completely block off vehicular traffic from the portion of the street being closed by authority of said permit. If the street is barricaded during hours which require vehicles to use their headlights, warning lights or reflectors must be clearly and visibly placed and maintained on said barricades by the permit applicant, and it shall be unlawful to neglect to have operating lights or reflectors on said barricades. Lights and reflectors shall be supplied by the Department of Public Works to the applicants upon request. It shall also be unlawful to place or maintain said barricades on a City street or public thoroughfare at any time or place not specified in said permit application. The applicant shall at all times be personally responsible for complying with this Ordinance and his/her duties are not delegable. It shall further be unlawful for any person to possess a City barricade or use the same for any purpose not authorized by the City.

Street Parties are defined as: A gathering of persons for a civil, charitable, community or neighborhood event held within a City street or other public thoroughfare which has been temporarily closed for the occasion. Street parties shall start no earlier than 10:00 A.M. Permits issued by the Director of Public Works shall state a starting time and termination time. Street parties shall terminate no later than 11:00 P.M., however, the Director of Public Works, upon the request of abutting property owners, may specify an earlier termination time. Prior to granting a permit, the Director of Public Works should confer with the Alderman of the District, if practicable. Amplified noise or music is prohibited unless specifically authorized. Amplified music is herein defined as music electrically or mechanically enhanced by an external source of power or amplifier and played or reproduced through a speaker or speaker system.

Street parties may be prematurely terminated by order of a police officer following an investigation which indicates that the street party has become loud, disorderly, is creating a public nuisance, disturbing the peace, endangering the public health, safety or welfare, or otherwise being contrary in its conduct to the terms of this Ordinance or other City or State ordinances, laws, rules or regulations, and it shall be unlawful for anyone to participate in a street party contrary to an above provided for order of a police officer or contrary to the terms of this Ordinance.

**2. Areaways, Vaults, Etc.** No areaway, vault, coal hole, basement steps, grating, rail, retaining wall, or other similar structure shall be constructed or maintained in any street without permit from the Director of Public Works, and approved by the Building Inspector. The Director of Public Works shall impose such conditions in the permit as to safeguard the public in the construction and maintenance of the encroachment. The fee for such permit shall be \$15. If the construction becomes unsafe in the

opinion of the Director of Public Works, he may order the same removed or repaired within 10 days. If the condition remains unremedied after that time, the City may do what is necessary and place the cost thereof on the tax roll against the owner of the abutting property.

3. No General Contractor shall allow or permit any vehicle to drop, deposit or track mud or dirt from a construction site onto the public street. At the close of each day when operations have ceased, at any construction site, the General Contractor shall be responsible for seeing that the public street is cleaned immediately of all mud or dirt deposited on such street. If the Director of Public Works determines that the General Contractor has not properly cleaned a street for which General Contractor is responsible, the Director shall, without notice, cause such street to be cleaned and the cost thereof, as shown on an itemized bill, shall be collected from said responsible party.

## **Z. Miscellaneous.**

### **1. Streets Closed to Travel, Protection of New Concrete.**

a. Whenever any street or alley is impassable or unsafe for travel or during the construction or repair of any such street or alley and until it is ready for travel, the Department of Public Works may keep it closed by maintaining barriers at each end of the closed portion. The barriers shall be of such material and construction and placed in accordance with the manual as to indicate that the street or alley is closed and shall be lighted at night.

b. No person, without lawful authority, shall remove, take down, alter the position of, destroy, pass over or beyond any barrier so erected, or travel with any vehicle upon any portion of any street or alley closed by barriers as provided above. No person shall walk or travel in any manner upon the materials placed on any street or alley as part of the repair or construction work.

**2. Deposit of Dirt onto Streets.** No operator of any vehicle shall cause, allow or permit such vehicle to drop, deposit or track any mud or dirt from a construction site onto any street. The Department of Public Works shall give the contractor whose vehicle violates this prohibition twenty-four (24) hours to clean any such street. If the contractor fails to comply with the notice, the Department of Public Works shall clean any such street and report the itemized cost thereof to the City Attorney who shall take appropriate action to collect such cost. If the presence of such dirt or mud on any street constitutes in the judgment of the Director of Public Works an immediate traffic hazard he shall, without notice to the contractor, immediately clean such street and the cost therefor shall be collected as aforesaid. No person, firm or corporation, shall deposit rubbish or wastes in any highway.

**3. Covers--Grates--Doors.** No person, firm or corporation shall keep open and unattended or unguarded any opening in any street, sidewalk or alley. No person, firm or corporation shall remove or impair any covers, grates or doors in any street, sidewalk or alley.

**4. Fences.** No person, firm, or corporation shall construct or maintain any barbwire fence in any street or sidewalk area, or within two feet thereof.

**5. Bills or Notices.** Without the specific permission of the Common Council, no person, firm or corporation shall post bills or notices in any street right-of-way, or attach any object or thing whatsoever on utility poles.

**6. Lighting and Paving of Alleys.**

**a.** Lighting and paving of alleys shall, in all instances, be done at the sole discretion of the Common Council.

**b.** The cost of paving alleys shall be spread as a special assessment upon the abutting benefiting properties on the same basis as street paving. Said special assessment shall be reduced by twenty-five (25%) percent, which cost shall be assumed by the City.

**c.** Alley lighting costs shall be totally paid for by the City.

**7. Partial Alley Vacations.** Alleys shall be vacated in accordance with Section 66.1003, Wisconsin Statutes. A partial vacation of an alley will be approved by the Common Council subject to the following:

**a. Criteria.**

(1) The length of the alley remaining upon vacation of a portion of said alley shall not exceed one hundred (100') feet or abut more than four (4) properties.

(2) The partial alley vacation shall not result in discontinuance of sole access to a developed property.

**b. Exceptions.**

(1) A partial alley vacation of any length may be approved if the purpose is to reduce the length of an existing dead end alley.

(2) A partial alley vacation of any length may be approved if the result is an alley with two or more access points on a public street.

**c. Administrative Review.** Notwithstanding compliance with **Sections 5.04 Z.7.a. and b.,** a partial alley vacation shall be denied if in the opinion of the Chief of Police, Fire Chief, Director of Public Works or Director of Community Development and Inspections, the proposal will adversely impact the public health or safety of the immediate neighborhood.

**AA. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

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

ATTEST: \_\_\_\_\_ City Clerk/Treasurer  
DEBRA L. SALAS

APPROVED: \_\_\_\_\_ Mayor Date: \_\_\_\_\_  
JOHN M. ANTARAMIAN

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

**Thursday, October 6, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140**

**Resolution by the Public Works Committee - To Vacate an alley between 75th Street and Roosevelt Road from 38th Avenue east 116 feet. (Hervat/Mathewson) (District 8) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Mathewson, District 8, has been notified. The Vacation has been initiated by Petition and a Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified via process server. Owners that cannot be served will be mailed a letter a minimum of thirty (30) days prior to the Public Hearing at the Common Council. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

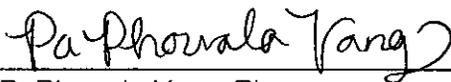
**LOCATION AND ANALYSIS:**

**Site:** Between 75th Street and Roosevelt

1. A Petition has been filed by all of the abutting property owners to vacate a portion of this alley. The existing alley right-of-way is gravel.
2. The existing alley right-of-way is twelve (12') feet wide. Abutting property owners will each receive six (6') feet of the alley if it is vacated.
3. City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the vacation, subject to the recording of all required Easements.



PaPhouala Vang, Planner



Jeffrey B. Labahn, Director

\\u2\acct\cp\ckays\ICPC\2016\OCT6\Staff-vacate-75s-RoosRd-38a.doc

RESOLUTION TO VACATE AN ALLEY  
BETWEEN 75<sup>th</sup> STREET AND ROOSEVELT  
ROAD FROM 38<sup>th</sup> AVENUE EAST 116 FEET  
DISTRICT 8 [HERVAT/MATHEWSON]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Jonathan A. Mulligan  
Office of the City Attorney  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

Parcel Identification Numbers

01-122-01-362-007

01-122-01-362-008

01-122-01-362-009

01-122-01-362-018

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC WORKS

TO VACATE AN ALLEY BETWEEN 75<sup>th</sup> STREET AND  
ROOSEVELT ROAD FROM 38<sup>th</sup> AVENUE EAST  
116 FEET. DISTRICT 8 [HERVAT/MATHEWSON]

WHEREAS, the public interest requires the vacation of an alley located between 75<sup>th</sup> Street and Roosevelt Road from 38<sup>th</sup> Avenue east 116 feet.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, a portion of an alley, depicted in the attached Exhibit "A" and legally described as follows:

All that part of a 12 foot wide East – West alley described as lying East of 38<sup>th</sup> Avenue and terminating at the East line of Lot 13, approximately 116 feet in length, and being South of Lot 13 and North of Lots 14, 15 and part of Lot 16 of the H.C. Crook's Western Subdivision. Said Subdivision being in the Southwest ¼ of Section 1, Township 1 North, Range 22 East of the Fourth Principal Meridian, and being in the City of Kenosha, County of Kenosha and State of Wisconsin. Containing 1,392 Square Feet.

be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights.

IT IS FURTHER UNDERSTOOD that the area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_  
DEBRA L. SALAS, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra L. Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

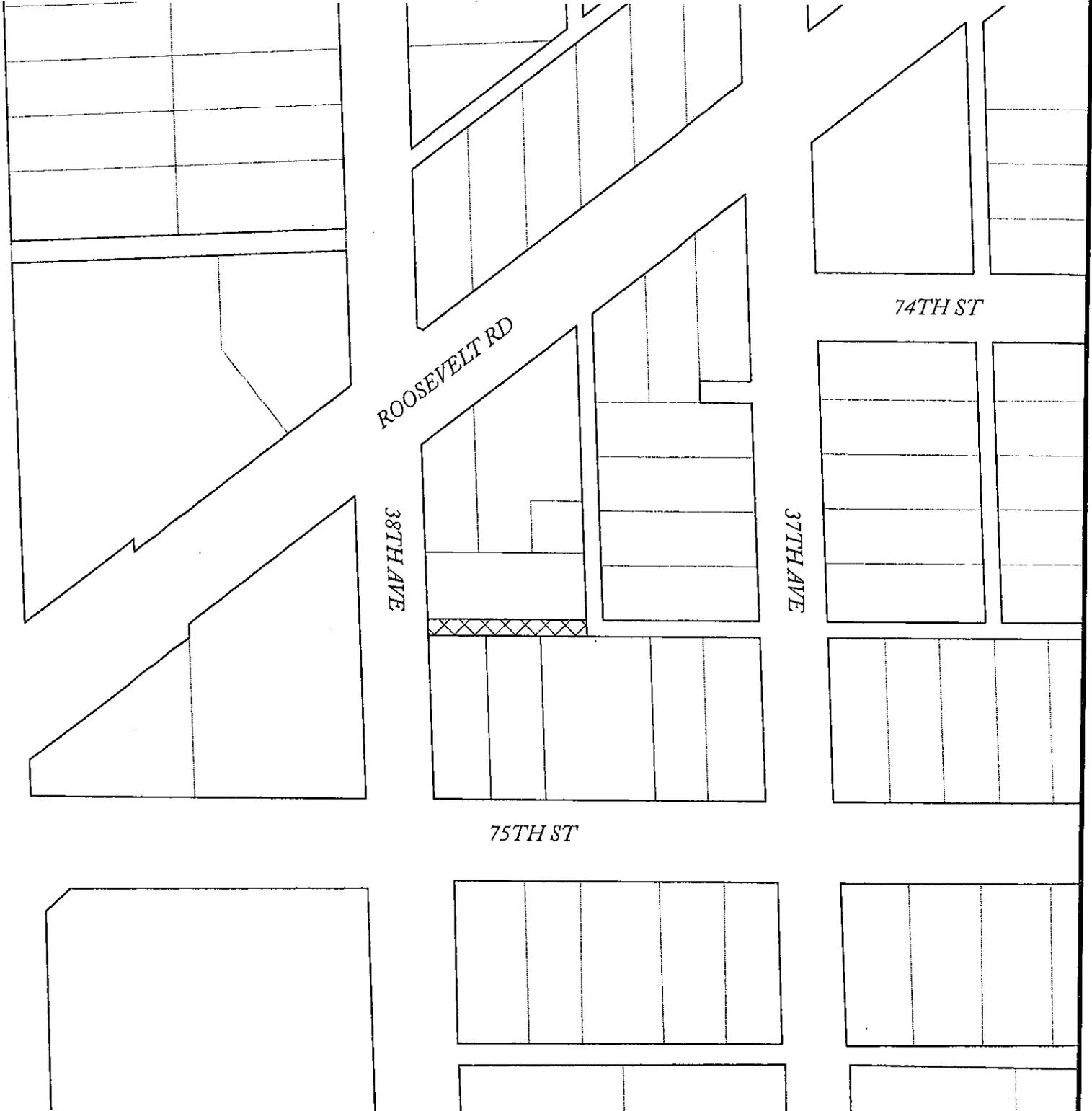
# City of Kenosha

## District Map Vacation

Supplement No. V2-16

Resolution No. \_\_\_\_\_

*Hervat/Mathewson petition*



 Alley Petitioned to be Vacated

**EXHIBIT A**





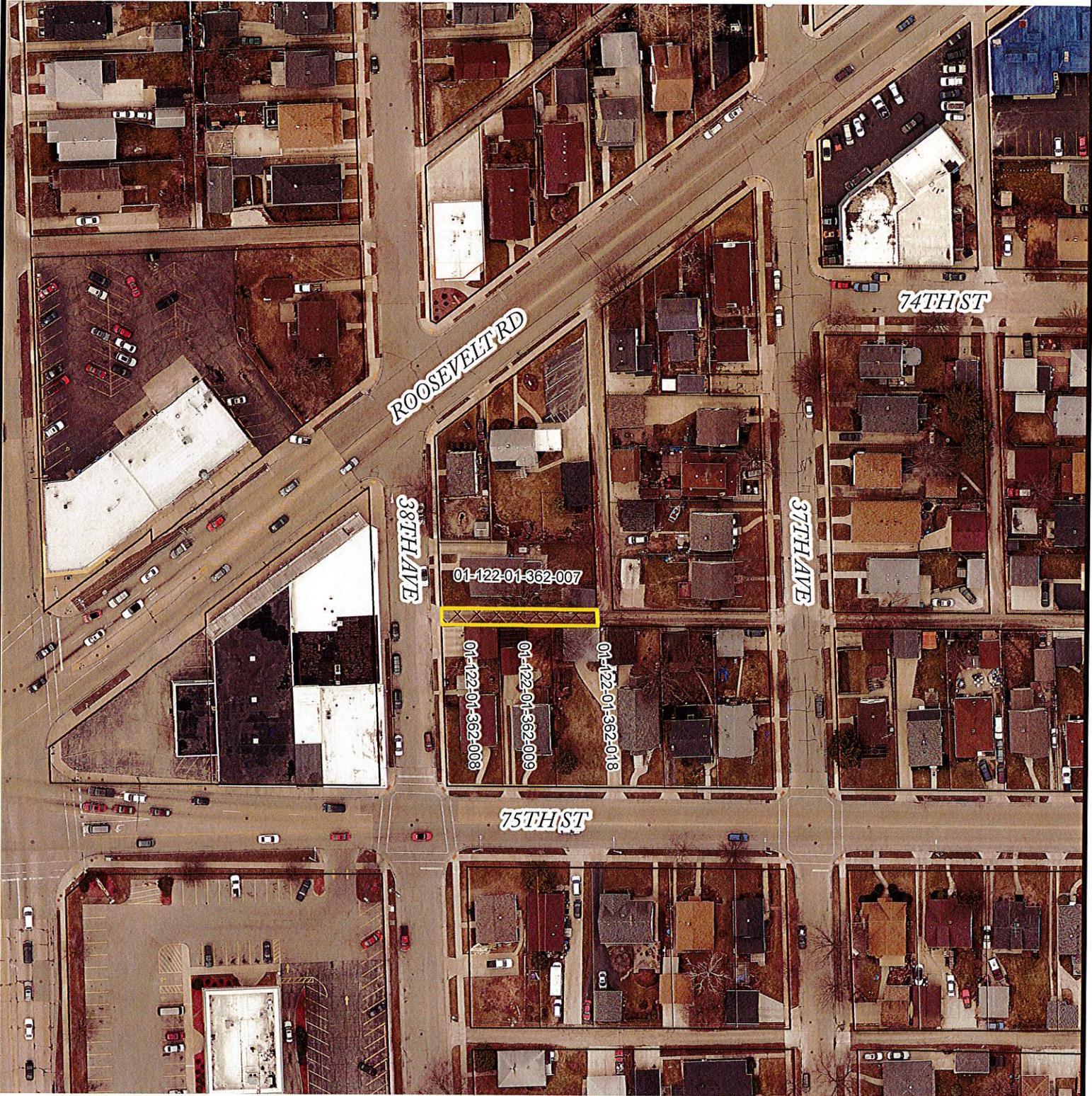
# City of Kenosha

District Map  
Vacation

Supplement No. V2-16

Resolution No. \_\_\_\_\_

*Hervat/Mathewson petition*



Portion of Alley Petitioned to be Vacated



0 100

November 21, 2016 PgF00t

Thursday, October 6, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Resolution by the Public Works Committee - To Vacate an alley between 24th and 25th Avenues south of 66th Street 100 feet. (Hervat/Mathewson) (District 8) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Mathewson, District 8, has been notified. The Vacation has been initiated by Petition and a Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified via process server. Owners that cannot be served will be mailed a letter a minimum of thirty (30) days prior to the Public Hearing at the Common Council. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

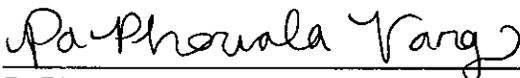
**LOCATION AND ANALYSIS:**

**Site:** Between 24th and 25th Avenues south of 66th Street 100 feet

1. A Petition has been filed by all of the abutting property owners to vacate a portion of this alley. The existing alley right-of-way is gravel.
2. The existing alley right-of-way is sixteen (16') feet wide. Abutting property owners will each receive eight (8') feet of the alley if it is vacated.
3. City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the vacation, subject to the recording of all required Easements.



PaPhouala Vang, Planner



Jeffrey B. Labahn, Director

/u2/acct/cp/ckays/1CPC/2016/OCT6/Staff-vacate-24a25a-66s.doc

RESOLUTION TO VACATE AN ALLEY  
BETWEEN 24<sup>th</sup> AND 25<sup>th</sup> AVENUES SOUTH  
OF 66<sup>th</sup> STREET 100 FEET.  
DISTRICT 8 [HERVAT/MATHEWSON]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Jonathan A. Mulligan  
Office of the City Attorney  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

Parcel Identification Numbers

01-122-01-185-001

01-122-01-185-016

01-122-01-185-015

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC WORKS

TO VACATE AN ALLEY BETWEEN 24<sup>TH</sup> AND  
25<sup>TH</sup> AVENUES SOUTH OF 66<sup>TH</sup> STREET 100 FEET.  
DISTRICT 8 [HERVAT/MATHEWSON]

WHEREAS, the public interest requires the vacation of an alley located between 24<sup>th</sup> and 25<sup>th</sup> Avenues south of 66<sup>th</sup> Street 100 feet.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, a portion of an alley, depicted in the attached Exhibit "A" and legally described as follows:

All of the remaining alley of Block 8 of Frost & Tuttle Subdivision described as: the North 100 feet of a 16 foot wide North – South alley in Block 8 of Frost & Tuttle Subdivision. Said subdivision being a part of the Northeast ¼ of Section 1, Township 1 North, Range 22 East of the Fourth Principal Meridian and being in the City of Kenosha, County of Kenosha and State of Wisconsin. Containing 1,600 Square Feet.

be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as “Utilities”), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights.

IT IS FURTHER UNDERSTOOD that the area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.



# City of Kenosha

District Map  
Vacation

Supplement No. V4-16

Ordinance No. \_\_\_\_\_

*Hervat - Mathewson petition*

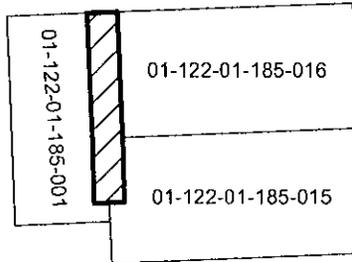
ROOSEVELT RD

66TH ST

25TH AVE

66TH ST

24TH AVE



67TH ST



**Part of Alley requested to be vacated**

**EXHIBIT A**



0 100  
Feet



# City of Kenosha

District Map  
Vacation

Supplement No. V4-16

Ordinance No. \_\_\_\_\_

Hervat - Mathewson petition



 Remainder of Alley Petitioned to be Vacated



0 100

November 21, 2016 Pg. 4 of 6

Thursday, October 6, 2016 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Resolution by the Public Works Committee - To Vacate an alley between 61st and 62nd Streets, the north 114.5 feet of the alley west of 14th Avenue. (Hervat/Michalski) (District 3) PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Michalski, District 3, has been notified. The Vacation has been initiated by Petition and a Lis Pendens has been filed with the Register of Deeds. Abutting property owners have been notified via process server. Owners that cannot be served will be mailed a letter a minimum of thirty (30) days prior to the Public Hearing at the Common Council. A Class III notice will be published by Community Development & Inspections for the Common Council meeting. This item will also be reviewed by the Public Works Committee before final approval by the Common Council.

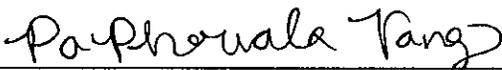
**LOCATION AND ANALYSIS:**

**Site:** Between 61st and 62nd Streets, the north 114.5 feet of the alley west of 14th Avenue

1. A Petition has been filed by a majority (5 of 6) of the abutting property owners to vacate a portion of this alley. The existing alley right-of-way is gravel.
2. The existing alley right-of-way is sixteen (16') feet wide. Abutting property owners will each receive eight (8') feet of the alley if it is vacated.
3. City Departments and utilities have reviewed the vacation. The proposed vacation is in compliance with City Ordinances.

**RECOMMENDATION:**

A recommendation is made to approve the vacation, subject to the recording of all required Easements.

  
\_\_\_\_\_  
Brian Wilke, Development Coordinator

  
\_\_\_\_\_  
Jeffrey B. Labahn, Director

/u2/acc/ep/ckays/ICPC/2016/OCT6/Staff-vacate-61s62s14a.doc

RESOLUTION TO VACATE AN ALLEY BETWEEN  
61<sup>ST</sup> AND 62<sup>ND</sup> STREETS, THE NORTH 114.5 FEET  
OF THE ALLEY WEST OF 14<sup>TH</sup> AVENUE.  
DISTRICT 8 [HERVAT/MICHALSKI]

Document Number

Document Title

Please see attached:

This space is reserved for recording data

Return to

Jonathan A. Mulligan  
Office of the City Attorney  
625 52<sup>nd</sup> Street, Room 201  
Kenosha, WI 53140

Parcel Identification Numbers

05-123-06-206-018

05-123-06-206-002

05-123-06-206-010

05-123-06-206-011

05-123-06-206-009

05-123-06-206-019

RESOLUTION NO. \_\_\_\_\_

BY: COMMITTEE ON PUBLIC WORKS

TO VACATE AN ALLEY BETWEEN 61<sup>ST</sup> AND  
62<sup>ND</sup> STREETS, THE NORTH 114.5 FEET OF THE  
ALLEY WEST OF 14<sup>TH</sup> AVENUE.  
DISTRICT 3 [HERVAT/MICHALSKI]

WHEREAS, the public interest requires the vacation of an alley located between 61<sup>st</sup> and 62<sup>nd</sup> Streets west of 14<sup>th</sup> Avenue, being the north 114.5 feet of said alley.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that pursuant to Section 66.1003(4), Wisconsin Statutes, and by direct action of said Council, a portion of an alley, depicted in the attached Exhibit "A" and legally described as follows:

All that part of a 16 foot wide North - South alley in Block 13 of Ehles Subdivision described as: beginning 100 feet North of the North right-of-way line of 62<sup>nd</sup> Street; thence North 114.5 feet, more or less, to the North line of Block 13 of Ehles Subdivision. Said subdivision being a part of the Northwest ¼ of Section 6, Township 1 North, Range 23 East of the Fourth Principal Meridian and being in the City of Kenosha, County of Kenosha and State of Wisconsin. Containing 1,832 Square Feet more or less.

be, and hereby is, vacated, subject to the following easements which are herein and hereby granted, or created by a reservation of rights.

Any and all provider of utilities, including the City (hereinafter collectively referred to as "Utilities"), furnishing gas, sewer, water, electric, telephone, cable television and any related services shall have reserved to them or are hereby and herein given and granted the right, permission, and authority to inspect, repair and maintain their respective existing installation in, above and under the above described parcel of property for as long as said installations and facilities are being operated and utilized by them.

Said Utilities are also given and granted the right, permission and authority to improve and expand the scope of the above easements in, above and under the above described parcel of property, and thereafter to inspect, repair and maintain said new additional installations and facilities. Utilities shall, at all times, have reasonable access to their respective installations and facilities, and owners of said parcel of land vacated by this Resolution, shall not interfere with easement rights herein specified or be entitled to compensation for anything placed by owners upon said vacated property which may have to be destroyed or removed by Utilities to effectively use their easements, although Utilities shall have the obligation to restore the turf to its original condition should it be destroyed or damaged through the exercise of easement rights.

IT IS FURTHER UNDERSTOOD that the area vacated will belong to the abutting property owners according to law.

BE IT FURTHER RESOLVED that the City Clerk shall record a certified copy of this Resolution in the Office of the Kenosha County Register of Deeds and forward a copy of same to all listed Utilities and the City Assessor's Office.

BE IT FURTHER RESOLVED that upon recordation of this Resolution, the City of Kenosha Official Map, as initially established by Resolution No. 122-06, adopted on November 6, 2006, and as subsequently amended to the time of recordation of this Resolution, will hereby be amended to include the closing of existing streets, highways, and right-of-ways, which changes are established in this Resolution.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_  
DEBRA L. SALAS, City Clerk/Treasurer

APPROVED: \_\_\_\_\_  
JOHN M. ANTARAMIAN, Mayor

Date: \_\_\_\_\_

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, John M. Antaramian, Mayor, and Debra L. Salas, City Clerk/Treasurer, of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

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

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

# City of Kenosha

District Map  
Vacation

Supplement No. V3-16

Ordinance No. \_\_\_\_\_

*Hervat - Michalski petition*



**Part of Alley requested to be vacated**

**EXHIBIT A**



0 100  
Feet



# City of Kenosha

Hervat - Michalski petition

District Map  
Vacation

Supplement No. V3-16

Ordinance No. \_\_\_\_\_



 Portion of Alley Requested to be Vacated



0 100

November 21, 2016 Pg 6 of 8

RESOLUTION # \_\_\_\_\_

By: BOARD OF WATER COMMISSIONERS

**TO PLACE SPECIAL ASSESSMENTS AGAINST BENEFITED PARCELS OF PROPERTY ON THE 2016 REAL ESTATE TAX ROLL FOR THE CONSTRUCTION OF WATER/SEWER MAINS, CONNECTIONS AND LATERALS, AND FOR DELINQUENT WATER, SEWERAGE AND HOUSEHOLD HAZARDOUS WASTE BILLS, ETC., IN AN AMOUNT NOT TO EXCEED \$1,820,982.00.**

BE IT RESOLVED that special assessments for the construction of water/sewer mains, connections and laterals, and for delinquent water, sewerage and household hazardous waste bills, and other special charges, in an amount not to exceed one million eight hundred twenty thousand nine hundred eighty-two and no/100 dollars (\$1,820,982.00) be levied against benefited parcels of property as shown by the report of the General Manager of the Kenosha Water Utility and filed in the office of the City Clerk of the City of Kenosha for the year 2016 as follows:

Delinquent Water, Sewerage and Household Hazardous Waste Bills, etc.	\$ 1,777,708.00
Water/Sewer Main and Connection/Lateral Assessments and Special Charges	<u>\$ 43,274.00</u>
	\$ 1,820,982.00

Adopted this \_\_\_\_\_ day of November, 2016.

Attest: \_\_\_\_\_  
Debra L. Salas, City Clerk – Treasurer

Approved: \_\_\_\_\_  
John M. Antaramian, Mayor

RESOLUTION NO. \_\_\_\_\_

By: The Mayor

To Place Special Assessments against Benefited Parcels of Property on the 2016  
Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to  
Exceed \$362,293.19

BE IT RESOLVED that assessments in an amount not to exceed \$362,293.19 be levied  
against benefited parcels of property as shown by the report on file in the Office of the City  
Clerk of the City of Kenosha for the year 2016.

Adopted \_\_\_\_\_ day of \_\_\_\_\_, 2015

Approved: \_\_\_\_\_  
John M. Antaramian, Mayor Date

Attest: \_\_\_\_\_  
Debra Salas, City Clerk/Treasurer Date

(RESOLUTIONS16/2016delswuassessments.11.10.16)



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

November 9, 2016

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

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

Subject: Project: 16-1430 Strawberry Creek Park Playground Equipment Installation  
Location: 13580 66<sup>th</sup> Place

The Department of Public Works, Engineering Division has opened bids for the above referenced project.

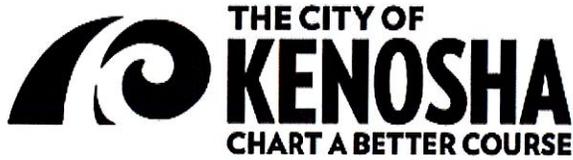
This project consists of base bid: site grading and excavation, installation of playground equipment (provided by the City), and installation of wood fiber safety surface. Alternate 1 consists of installation of sidewalk and Alternate 2 consists of installation of an asphalt trail.

**Following is the list of bidders:**

Contractor	Base Bid	Alt 1	Alt 2	Total
Bluemel's Maintenance Service, Inc. Greenfield, WI	\$58,700	\$1,800	\$2,400	\$62,900
Genesis Excavators, Inc., Kenosha, WI	\$72,729.72	\$1,132.20	\$2,914.28	\$76,776.20
Minnesota/Wisconsin Playground, Inc. Golden Valley, MN	\$74,642	No Bid	No Bid	

It is recommended that this contract be awarded to Bluemel's Maintenance Service, Inc. (Greenfield, Wisconsin) for the base bid amount of \$58,700 plus \$1,800 for Alternate 1 plus \$2,400 for Alternate 2 plus \$9,100 in contingency for unforeseen conditions (if needed), for total award amount of \$72,000. Funding is from CIP Line Item PK-11-001 Park Impact Fees West District.

CMA/kjb



Tuesday, November 1, 2016 at **5:30 pm**  
Municipal Building

625 52nd Street - **Room 308** - Kenosha, WI 53140

Consideration of HOME Program Rental Rehabilitation Loan Funding from Varin/Library Park II, LLC for the proposed Residences at Library Park Apartments, 720 59th Place. (District 2) PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

Aldersperson Fox, District 2, has been notified. This item will also be reviewed by the Finance Committee with final approval by the Common Council.

**ANALYSIS:**

1. **Project Developer:** The attached HOME Program Rental Development Program application is being submitted by Varin/Library Park II, LLC for the proposed Residences at Library Park Apartments. This will be a \$10.7 million, 49-unit building with forty-two (42) affordable units and seven (7) market-rate units. The project is being developed in the former YMCA building, located at 720 59th Place.
2. **Proposed Developer:** Varin/Library Park II, LLC, Highland Park, IL
3. **Proposed Project Financing:**

Equity from Low Income Housing Tax Credit	\$4,915,956
Equity from Historic Tax Credits	\$3,306,022
Permanent Loan Financing	\$632,000
Federal Home Loan Bank (AHP)	\$630,000
TIF Funds (City of Kenosha)	\$300,000
WEDC Grant	\$250,000
Developer Equity (Deferred Fees)	\$197,842
General Partner Equity Contribution	\$100
<b>Subtotal Financing</b>	<b>\$10,231,920</b>
HOME Program Loan (Gap Financing)	\$500,000
<b>TOTAL FINANCING</b>	<b>\$10,731,920</b>

4. **Unit Summary:** Forty-nine (49) total units consisting of:
  - a. Twelve (12) Low Income Housing Tax Credit units for persons with income at or below thirty (30%) percent of Kenosha County Median Income.
  - b. Eighteen(18) Low Income Housing Tax Credit units for persons with income at or below fifty (50%) percent of Kenosha County Median Income (**including eleven (11) HOME-Assisted Units**).
  - c. Twelve (12) Low Income Housing Tax Credit units for persons below sixty (60%) percent of Kenosha County Median Income.
  - d. Seven (7) Market-rate units.

5. **Unit Mix and Initial Rents:** Initial contract rents on the HOME and Tax Credit Units, not including renter paid utilities, will be:

TYPE	COST	UNITS	UNIT TYPE
Studio (30% KCMI)	\$259.00	4	Tax Credit
Studio (50% KCMI)	\$477.00	4	Tax Credit
1 Bedroom (30% KCMI)	\$264.00	5	Tax Credit
1 Bedroom (50% KCMI)	\$497.00	11	HOME
1 Bedroom (60% KCMI)	\$613.00	8	Tax Credit
2 Bedroom (30% KCMI)	\$315.00	3	Tax Credit
2 Bedroom (50% (KCMI)	\$592.00	3	Tax Credit
2 Bedroom (60% KCMI)	\$742.00	3	Tax Credit
3 Bedroom (60% KCMI)	\$838.00	1	Tax Credit
Studio	\$840.00	4	Market Rate
1 Bedroom	\$890.00	2	Market Rate
2 Bedroom	\$1,075.00	1	Market Rate

- a. The units designated as HOME units must remain affordable for a minimum of fifteen (15) years under the HOME Program rules. After fifteen (15) years, the HOME units will remain affordable units under the Tax Credit Program for an additional fifteen (15) years.
- b. HOME rents are to be set at the "Low HOME Rent" limits as established by HUD for the Kenosha County market.
- c. All of the Low Income Housing Tax Credit Units typically have a 30-year affordability period.

6. **Home Loan Request:**

- a. A \$500,000 HOME Program funded loan to be used for gap financing to pay for eligible construction costs. The 2016 Funding Plan allocates a total of \$670,254 towards Rental Unit Rehabilitation.
- b. The applicant is requesting a loan of \$500,000 at two (2%) percent simple interest for a twenty (20) year term with annual interest payments of \$10,000 beginning in year four (4) after project stabilization. The lump sum payment of principal in the amount of \$500,000 would be due in year twenty (20) by 2036.
- c. A HOME Program financing gap analysis as well as the twenty (20) year proforma prepared by the Developer is attached with their application.
- d. HOME Program Rules do not allow final commitment of HOME funds until Letters of Commitment from all funding sources are provided. The final funding source, the Affordable Housing Program (AHP) Grant through the Federal Home Loan Bank, will not be awarded until December 2016. Final underwriting will be required at that time.

**RECOMMENDATION:**

A recommendation is made to approve the HOME Rental Development Program application based on the attached Conditions of Approval.

  
 Mike Maki, Community Dev Specialist  
 /u2/acct/cp/ckays/1HOME PROG/2016/2016-Nov1/Staff-VarinLibPark.doc

  
 Jeffrey B. Labarr, Director

1. The requested HOME Program Loan will be subject to the following Conditions of Approval:
  - a. Submission of Letters of Commitment from all funding sources identified in the application.
  - b. Final underwriting of the project by Staff.
  - c. All HOME-funded rehabilitation must meet requirements of the Lead Safe Housing Rule.
  - d. Review of work write-ups or plans, specifications and cost estimates as well as completion of an initial inspection by Staff to determine what work is needed.
  - e. Loan amount and purpose: \$500,000 loan for gap financing to cover eligible construction costs.
  - f. HOME Loan closing to occur within thirty (30) days after Developer closes on First Mortgage Construction Loan.
  - g. Two (2%) percent simple interest on the principal amount of \$500,000.
  - h. Twenty (20) year term with annual payments beginning in Year Four (4) after project stabilization (per the Developer's proforma).
  - i. Annual payment of simple interest: \$10,000.00
  - j. Lump sum payment of the \$500,000 principal due in Year Twenty (20) – 2036.
  - k. The eleven (11) HOME designated units to remain affordable for a fifteen (15) year period as required by the US Department of Housing and Urban Development (HUD) HOME Program requirements. These eleven (11) units would continue to remain affordable for a total of thirty (30) years under the Low Income Housing Tax Credit Program. Fifty (50%) percent County Median Income (CMI) limits would apply to these HOME units.
  - l. The thirty-one (31) other affordable units are required to remain affordable under the Low Income Housing Tax Credit Program for a period of thirty (30) years.
2. The following documents will be prepared for the proposed HOME Loan:
  - a. HOME Program Agreement
  - b. Disbursing Agreement
  - c. Land Use Restriction Agreement
  - d. Real Estate Mortgage
  - e. Promissory Note

These documents will be provided to the Developer for their review and acceptance. The HOME Program Commission will then review the documents for approval and forward them to the City Finance Committee and Common Council for final consideration.

3. Upon approval of the conditional funding by the Common Council, the applicant is authorized to proceed with the preparation of the HOME Loan documents noted above.

**KENOSHA HOME LOAN  
RESIDENCES AT LIBRARY PARK  
KENOSHA, WISCONSIN  
10/26/2016**

\$500,000 LOAN

<b>LOAN PAYMENT RESTRUCTURE</b>					
<b>Year</b>	<b>Description</b>	<b>Principal</b>	<b>Interest</b>	<b>Annual Payment</b>	<b>Principal Balance</b>
1 (2017)	No payment	\$ -	\$ -	\$ -	\$ 500,000
2 (2018)	No payment	\$ -	\$ -	\$ -	\$ 500,000
3 (2019)	No payment	\$ -	\$ -	\$ -	\$ 500,000
4 (2020)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
5 (2021)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
6 (2022)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
7 (2023)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
8 (2024)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
9 (2025)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
10 (2026)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
11 (2027)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
12 (2028)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
13 (2029)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
14 (2030)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
15 (2031)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
16 (2032)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
17 (2033)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
18 (2034)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
19 (2035)	Interest only @ 2%	\$ -	\$ 10,000	\$ 10,000	\$ 500,000
20 (2036)	Interest @ 2% and lump sum payment of Principal and Deferred Interest	\$ 500,000	\$ 10,000	\$ 510,000	\$ 500,000
	<b>Totals</b>	<b>\$ 500,000</b>	<b>\$ 170,000</b>	<b>\$ 670,000</b>	

**TERMS**

The repayment of the HOME loan was approved to have a term of 20 years and an interest rate of 2%.  
No payments are proposed in Year 1 - Year 3; in Year 4 - Year 19, interest-only payments are required.  
A lump sum payment of Principal, along with the interest, will be paid in Year 20.

**APPLICATION FOR HOME RENTAL REHABILITATION PROGRAM**  
Form #CDI321 (rev. 8/16)

**APPLICANT DATA**

Applicant: Legacy Property Management Services, LLC Contact: David Nankin

Address: 2008 St. Johns Ave

City: Highland Park State: IL Zip: 60035-3535

Phone: 847-432-9700 Fax: \_\_\_\_\_ E-mail: dnanking@legacypm.com

Is applicant an officially certified Community Housing Development Organization (CHDO)?  
 Yes  No  Application Pending

**PROPOSAL SUMMARY**

Development Name: Residences at Library Park

Address: 720 59<sup>th</sup> Place Kenosha, WI 53140

<u>Project Type</u>	<u>Unit Type</u>	<u>Unit Data</u>
<input type="checkbox"/> Rehabilitation	<input type="checkbox"/> Single Family	Total Units <u>49</u>
<input checked="" type="checkbox"/> Acquisition/Rehab	<input type="checkbox"/> Duplex	Total HOME-assisted Units <u>11</u>
	<input type="checkbox"/> Triplex	
	<input checked="" type="checkbox"/> Multifamily (4 +)	

Occupancy Targeting  
 No Special Targeting  Disabilities/Special Needs  
 Elderly  Other 12 units will be set aside and targeted towards veterans

**FUNDING SUMMARY**

Total Development Cost:	\$ <u>10,731,920</u>	Is your organization requesting CHDO Operational Funds? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
HOME Funds Requested:	\$ <u>500,000</u>	Amount Requested: \$ _____

**DEVELOPMENT TEAM**

Each member of the development team must submit a resume that lists qualifications, address, and telephone number.

Developer:	<u>Legacy Property Management Services, LLC</u>		
Owner:	<u>Varin/Library Park II, LLC</u>		
General Partner/Managing Member:	<u>Midwest Affordable Housing Corporation</u>	<u>% of GP/MM</u>	<u>51</u>
General Partner/Member:	<u>Legacy Property Management Services, LLC</u>	<u>% of GP/MM</u>	<u>49</u>
Contractor:	<u>Camosy Construction</u>		
Management Company	<u>Horizon Management Services, Inc.</u>		
Consultant:	<u>Baker Tilly Virchow Krause, LLP</u>		
Architect:	<u>Partners in Design Architects</u>		

List any direct or indirect, financial, or other interests a member of the development team may have with another member of the team. List "none" if there are no identities of interests. Use a separate sheet if needed.

None

**SITE INFORMATION**

1. Will real estate be acquired for this development (purchase or donation)? Yes  No   
**If no, skip to question 4.**

2. Name(s) of Current Owner(s): Varin/Library Park II, LLC Phone: 847-432-9700  
 Address: 2008 St. Johns Ave  
 City: Highland Park State: IL Zip: 60035-3535

3. What form of control does the applicant have over the proposed site/existing building(s)?  
 Deed     Option     Purchase Contract     Other     None  
 Expiration date of contract or option: \_\_\_\_\_ *Attach documentation*

4. Is site properly zoned for the proposed development?  Yes     No    *Attach documentation*

5. Are all utilities available to the site?  Yes     No    *Attach documentation*

6. Total acres in the site: 1.55

7. Total number of buildings (existing or to be constructed): 1  
 Gross Floor Area of All Buildings: 76,069  
 Residential Floor Area: 46,342    Non-residential Floor Area: 29,727

8. Attach the following documents:  
 Site Location Map *A detailed map indicating where the proposed development is to take place*  
 Site Plan *For new construction, a detailed map indicating exactly where the proposed development sits on the site.*  
 Floor Plans *Provide floor plans for all floors with all units indicated.*

## DAVIS BACON REVIEW

1. Number of HOME-assisted units identified in the HOME Unit Summary section above:  
If the answer is 12 or more, continue with the remaining question(s) in this section.

11

2. Has the applicant obtained wage determinations from the Department of Labor?      Yes       No
3. Has the applicant factored these into the development budget?      Yes       No
4. Provide a narrative on the applicant's experience with Davis Bacon and how compliance will be achieved on this proposal.

## UNIT SUMMARY

List all units, indicate which are HOME assisted.

a. HOME-assisted	b. # of Bedrms	c. Number of Units	d. Contract Rent	e. Utility Allowance	f. Gross Rent	g. Square Feet/ Unit	h. Income Restriction (at or below 50% AMI)
<input type="checkbox"/>	0	4	259	91	350	956	30%
<input type="checkbox"/>	0	4	477	91	568	956	50%
<input type="checkbox"/>	1	5	264	112	376	785	30%
<input checked="" type="checkbox"/>	1	11	497	112	609	785	50%
<input type="checkbox"/>	1	8	613	112	725	785	60%
<input type="checkbox"/>	2	3	315	138	453	1296	30%
<input type="checkbox"/>	2	3	592	138	730	1296	50%
<input type="checkbox"/>	2	3	742	138	880	1296	60%
<input type="checkbox"/>	3	1	838	179	1017	1500	60%
<input type="checkbox"/>	0	4	840	0	840	956	MKT
<input type="checkbox"/>	1	2	890	0	890	785	MKT
<input type="checkbox"/>	2	1	1075	0	1075	1296	MKT

## RENTAL ASSISTANCE

1. Do any of the HOME-assisted units receive or will receive rental assistance?      Yes       No
- Section 8 Project Based Assistance       Section 8 Vouchers/Certificates  
 State Assistance
2. Number of units receiving assistance      \_\_\_\_\_
3. Number of years in the rental assistance contract      \_\_\_\_\_

**NOTE: If any type of assistance is to be received, documentation from the appropriate agency must be included with the application.**





Source: Historic Equity  
 Contact & Phone: Bryan Hollander & 410-772-2793

Amount/Value: \$ 3,306,022  
 Match: Yes  No

**DEVELOPMENT COST DETAIL**

The Development Cost Detail should be completed **in full detail**.

Who prepared the cost estimate? (Name & Title):	Baker Tilly, Legacy, & Camosy Construction	
<b>Itemized Cost</b>	<b>Total Development Cost</b>	<b>Do Not Use This Space</b>
<b>To Purchase Land &amp; Buildings</b>		
Land		
Existing Structures		
Demolition		
Other		
<b>For Site Work</b>		
Site Work	424,614	
Off-Site Work		
<b>For Rehabilitation &amp; New Construction</b>		
New Building		
Rehabilitation	6,436,924	
Bond Premium	80,574	
General Requirements	395,685	
Contractor Overhead	126,540	
Contractor Profit	429,483	
Building Permit Fee		
<b>For Contingency</b>		
Construction Contingency	754,382	
Other		
<b>For Architectural &amp; Engineering Fees</b>		
Architect Fee – Design	365,000	
Architect Fee – Supervision		
Real Estate Attorney	75,000	
Consultant or Processing Agent		
Property/Survey Fee	8,500	
Engineering Fee		
Other		
<b>For Interim Costs</b>		
Construction Insurance	40,000	
Construction Interest	235,238	

Construction Loan Origination Fee	135,000	
Title and Recording	12,000	
Taxes		
<b>SUBTOTAL</b>	<b>9,518,940</b>	

**DEVELOPMENT COST DETAIL (CONTINUED)**

Itemized Cost	Total Development Cost	Do Not Use This Space
<b>For Financing Fees &amp; Expenses</b>		
Bond Premium		
Credit Report		
Permanent Loan Origination Fee	15,000	
Permanent Loan Credit Enhancement		
Cost of Issuing Underwriters Discount		
Title and Recording		
Counsel's Fees	20,000	
Cost Certification Fee		
Other		
<b>For Soft Cost</b>		
Property Appraisal (Feasibility)	11,000	
Market Study	15,000	
Environmental Report	13,700	
Tax Credit Fees	44,000	
Rent-Up		
Consultants	50,000	
Cost Certification & Accounting	76,952	
<b>For Syndication Costs</b>		
Organizational (Partnership)	50,000	
Bridge Loan Fees and Expenses		
Tax Opinion	5,000	
Other		
<b>For Developer's Fees</b>		
Developer's Overhead		
Developer's Fee	762,000	
Other		
<b>For Project Reserves</b>		
Rent-Up Reserve	15,000	
Operating Reserve	135,328	
Other		

Other			
<b>SUBTOTAL</b>		1,212,980	
<b>SUBTOTAL FROM PREVIOUS PAGE</b>		9,518,940	
<b>TOTAL</b>		10,731,920	

## OPERATING REVENUES & ANNUAL EXPENSES

(Please attach a twenty-year pro forma.)

### Annual Revenue

Unit Size	Contract Rent	Number of Units	Total Monthly Rent	Annual Rent
0 Bedroom(s)	259	x 4 =	1036	x12 \$ 12,432
0 Bedroom(s)	477	x 4 =	1908	x12 \$ 22,896
1 Bedroom(s)	264	x 5 =	1320	x12 \$ 15,840
1 Bedroom(s)	497	x 11 =	5467	x12 \$ 65,604
1 Bedroom(s)	613	x 8 =	4904	x12 \$ 58,848
2 Bedroom(s)	315	x 3 =	945	x12 \$ 11,340
2 Bedroom(s)	592	x 3 =	1776	x12 \$ 21,312
2 Bedroom(s)	742	x 3 =	2226	x12 \$ 26,712
3 Bedroom(s)	838	x 1 =	838	x12 \$ 10,056
0 Bedroom(s)	840	x 4 =	3360	x12 \$ 40,320
1 Bedroom(s)	890	x 2 =	1780	x12 \$ 21,360
2 Bedroom(s)	1075	x 1 =	1075	x12 \$ 12,900
<b>Subtotal:</b>				<b>\$ 319,620</b>
Other Income (Laundry, Vending, etc.):				\$ 7,425
<b>Total:</b>				<b>\$ 327,045</b>
Less Vacancy Rate (7%):				\$ (22,893)
<b>NET INCOME:</b>				<b>\$ 304,152</b>
What is the estimated annual percentage increase in annual income?				<u>2 %</u>

### Annual Expenses

<i>Administrative</i>	<i>Operating</i>
Marketing \$	3,524 Elevator \$
Management \$	18,249 Gas (Heating/Hot Water) \$ 11,930
Legal \$	2,777 Lighting & Misc. Power \$ 7,239
Accounting/Audit \$	8,352 Water & Sewer \$ 8,000
Other: Administrative, Compliance Fee \$	5,765 Trash Removal \$ 4,455
	Payroll, including taxes \$ 50,000
	Insurance \$ 13,475
	Other: Pest Control, Ground Lease \$ 11,769
<b>Total Administrative Cost</b> \$	<b>38,667</b> <b>Total Operating Cost</b> \$
	<b>106,868</b>

<i>Maintenance</i>	<i>Taxes</i>
Decorating \$	Real Estate Taxes \$ 43,000
Repairs \$	10,858 Other: \$
Exterminating \$	
Ground Expense \$	3,267
Other: General Maintenance \$	19,243
<b>Total Maintenance Cost</b> \$	<b>33,368</b> <b>Total Real Estate Taxes</b> \$
	<b>43,000</b>

What is the estimated annual percentage increase in annual expenses? 3%

TOTAL ANNUAL EXPENSES:\$	221,903
ANNUAL REPLACEMENT RESERVE:\$	14,700
ANNUAL DEBT SERVICE:\$	44,056

Annual Debt Service refers to annual amount owed to a lending institution for a loan taken out to implement the project.

### Projected Schedule

	Month/Year		Month/Year
Site Option/Contract	10/31/2014	Other Loans and Grants	
HOME Environmental Review	10/1/16	Type and Source	Loan - TIF
Site Acquisition	10/31/2014	Application	N/A
Zoning Approval	12/15	Award	300,000
Site Analysis	10/1/16		
		Other Loans and Grants	
Construction Loan Application		Type and Source	Loan - AHP
Conditional Commitment	11/1/16	Application	6/16
Firm Commitment	12/1/16	Award	630,000-12/1/16
		Other Loans and Grants	
Permanent Loan Application		Type and Source	Loan - WEDC
Conditional Commitment	11/1/16	Application	10/1/16
Firm Commitment	12/1/16	Award	250,000
		Closing and Transfers of Property	2/1/17
Plans and Specifications	12/1/16		
		Completion of Construction	12/1/17
Working Drawing	12/1/16		
		Lease-up	5/31/18
Construction Start	2/1/17		

### SUBSIDY LAYERING ANALYSIS

**Attach a copy of the Project Subsidy Layering Analysis completed by:**

1. U.S. Department of Housing & Urban Development (HUD); or
2. The Wisconsin Housing and Economic Development Authority (WHEDA); and

3. A subsidy layering analysis produced by the applicant and verified by the City of Kenosha in accordance with the guidelines presented in HUD Notice CPD 98-1. These guidelines include review of the following documentation to be supplied by the developer/applicant:

- **Sources & Uses of Funds:** As part of the application process, the City of Kenosha will require a Sources and Uses of Funds Statement for the proposed project with supportive documentation. This should reflect the project development budget and should list:
  - a) All proposed sources (both private and public) of the funds and dollar amounts for each respective source; and
  - b) All uses of funds(including acquisition costs, rehabilitation or new construction costs, financing costs, and professional fees) associated with the project.
- **Certification of Governmental Assistance:** The applicant/developer must provide a formal certification as to whether or not additional governmental assistance will be provided to the project, and if so, what kind of assistance.
- **Project Development Budget:** The City of Kenosha will review the project development budget to determine whether the development costs are necessary and reasonable. The budget is to include all costs associated with the development of the project, regardless of the funding sources.
  - a) "Reasonableness" of costs should be based on all of the following factors:
    - (1) Cost of comparable projects in the same geographical area,
    - (2) The qualifications of the cost estimators for the various budget line items, and
    - (3) Comparable costs published by recognized industry cost index services.
- **Proforma:** The City of Kenosha will determine the reasonableness of the rate of return on equity investment by looking at the applicants proforma (project income and expense statement). The proforma should include achievable rent levels, market vacancies and operating expenses. It should also specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow. The proforma should represent, at a minimum, the term of the HOME affordability requirements (20 years) or longer if any other funding sources require longer affordability terms.
- The subsidy guidelines can also be used to determine the appropriate level of HOME funds to be used in a project absent any other governmental assistance.

## PROPOSAL NARRATIVE STATEMENTS

Please address the following topics with brief narrative statements. Attach the narratives to the end of this application.

### Project Location and Housing Needs

1. Briefly describe the proposed development and the need for affordable rental housing where the proposed development is to take place. Also describe the neighborhood where the development is to be located, how the project will relate to its surroundings. If a site specific market study or community housing plan has been completed, applicant may substitute it for the narrative (please attach).
2. Explain the efforts made to solicit input from the neighborhood for this specific proposal.

- How does the proposed development address the priorities and strategies identified in the City of Kenosha Consolidated Plan?

**Match**

Please describe how the organization will provide “matching” funds for the HOME Program. (see Appendix A for eligible sources of match).

*The project will be utilizing a TIF loan of \$300,000 to help finance the costs. This money will be loaned into the project at a 3% rate for 10 years as reflected in the submitted financial analysis. Per Exhibit 8-2 of the Match Attach A, Tax Increment Financing is an acceptable source of match.*

## ATTACHMENTS

The following attachments are MANDATORY unless otherwise indicated. Failure to submit mandatory attachments may result in rejection of the application.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Letters of financial commitments</li> <li><input checked="" type="checkbox"/> Site control documentation</li> <li><input checked="" type="checkbox"/> Notices to Sellers/Donators – N/A</li> <li><input checked="" type="checkbox"/> Proper zoning documentation</li> <li><input checked="" type="checkbox"/> Detailed site location map</li> <li><input checked="" type="checkbox"/> Site Plan (New Construction only) – N/A</li> <li><input checked="" type="checkbox"/> Preliminary specifications/drawings</li> <li><input checked="" type="checkbox"/> Rehabilitation work order (Rehabilitation only) –N/A</li> <li><input checked="" type="checkbox"/> Market study/housing plan (if available)</li> <li><input checked="" type="checkbox"/> Evidence of utility availability</li> </ul> | <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Davis Bacon Narrative (if applicable) – N/A</li> <li><input checked="" type="checkbox"/> Lead-Based Paint Narrative (if applicable) – N/A</li> <li><input checked="" type="checkbox"/> Draft Section 3 Plan</li> <li><input checked="" type="checkbox"/> Relocation Documents (if applicable) – N/A</li> <li><input checked="" type="checkbox"/> Proposal narratives</li> <li><input checked="" type="checkbox"/> Twenty year pro forma</li> <li><input checked="" type="checkbox"/> Development Team Qualifications</li> <li><input checked="" type="checkbox"/> LP Agreement/LLC Documents (if applicable) – NA</li> <li><input checked="" type="checkbox"/> Financial statement of the organization</li> <li><input checked="" type="checkbox"/> Documentation of utility calculations</li> </ul> |
|--|---|

## STATEMENT OF ASSURANCES

The applicant hereby assures and certifies with respect to the application that:

- It possesses legal authority to make application and to execute a housing program.
- Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of the applicant to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the submission of the final statement, and to provide such additional information as may be required.
- The conflict of interest provisions of 24 CFR 92.356 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification.

4. It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally-assisted program.
5. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously, as well as with other applicable laws.

## OTHER FEDERAL REQUIREMENTS APPLICABLE TO THE HOME PROGRAM

1. Site and Neighborhood Standards (24 CFR 92.202 and 24 CFR 983.6(b)).
2. Fair Housing and Equal Opportunity per:
  - a) 24 CFR 92.202
  - b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. Seq.)
  - c) Fair Housing Act (42 U.S.C. 3601-3620)
  - d) Executive Order 11063 (amended by Executive Order 12259)
  - e) Age Discrimination Act of 1975 as amended (42 U.S.C. 6101), and
  - f) Other Federal requirements at 24 CFR 5.105(a)
3. Affirmative Marketing; Minority Outreach (24 CFR 92.351).
4. Handicapped Accessibility per Section 504 of the Rehabilitation Act of 1973 (implemented at 24 CFR Part 8), for Multi-family buildings only, 24 CFR 100.205 (implements the Fair Housing Act).
5. Equal Opportunity Employment, Executive Order 11246 (implemented at 41 CFR Part 60).
6. Section 3 Economic Opportunity, Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135).
7. Outreach in Contracting with Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs), Executive Orders 11625, 12432 and 12138 and 24 CFR Part 85.36(e).
8. Labor – Davis-Bacon Act (24 CFR 92.354) – applicable to projects with 12 or more HOME assisted units.
9. Conflict of Interest (24 CFR 92.356).
10. Debarred Contractors (24 CFR Part 5) and (Executive Order 11246).

The undersigned certifies that all of the information contained in this application and all information provided in support of this application, funding through the HOME Investment Partnership Program (HOME), is true and accurate to the best of my knowledge. Representations made in the application will be the basis of the written HOME Agreement if funding is awarded and, as such, will be used to monitor performance.

The Applicant understands and agrees that if false information is provided, or the applicant fails to provide any of the documentation necessary to support the information in this application, the City of Kenosha will disqualify the application from consideration. Activities, commitments, and representations offered in the application that are not subsequently made a part of the project as funded, shall be considered a material contract failure, and may result in a repayment of all HOME funds and/or suspension from Program participation. The applicant further understands and agrees that said application is subject to, and must conform with, all laws, rules, and regulations pertaining to the HOME Program. Failure to comply with all HOME requirements will result in the repayment of all HOME funds and/or suspension from Program participation.

The applicant shall not, in the provision of services, or in any other matter discriminate against any person on the basis of sex, race, religion, sexual orientation, color, national origin, ancestry, disability, age, or political affiliation.

The applicant will at all times indemnify and hold the City of Kenosha harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to the Corporation's acceptance, consideration, approval, or disapproval of this request and the issuance or non-issuance of HOME funds herewith.

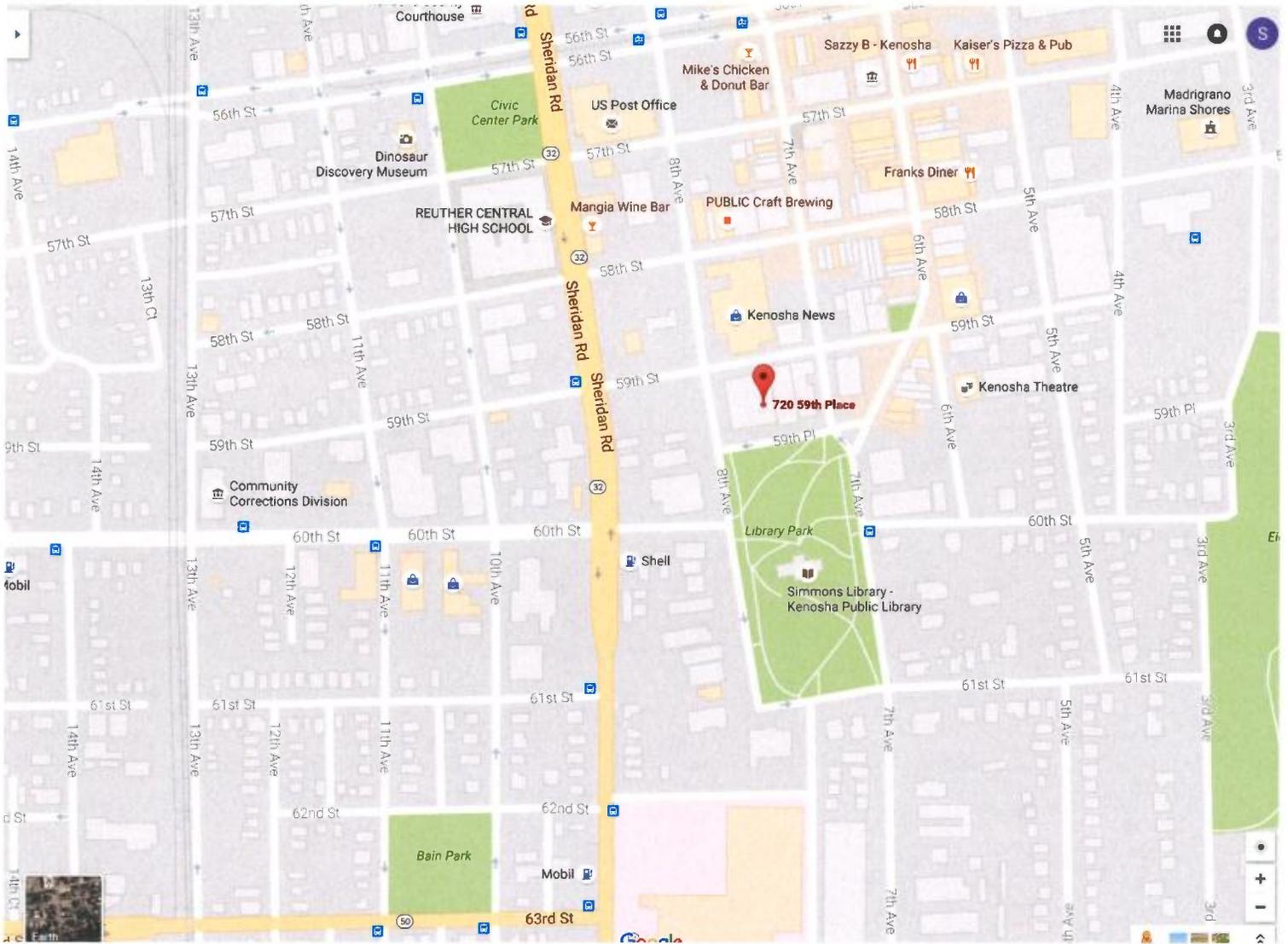
This certification must be signed by the individual authorized to execute the City of Kenosha HOME Program Agreement:

*Legacy Property Management Services, LLC*

Print Name: David Nankin Print Title: Managing Member

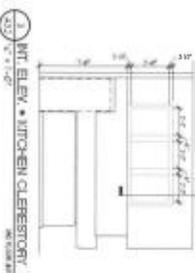
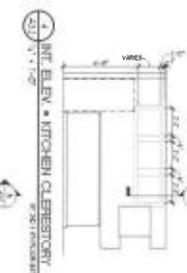
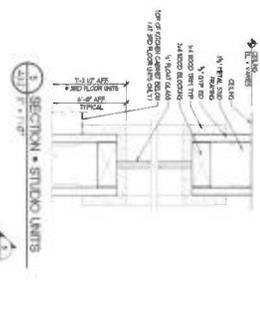
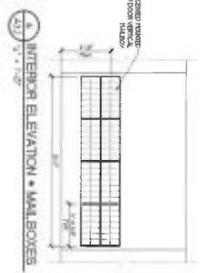
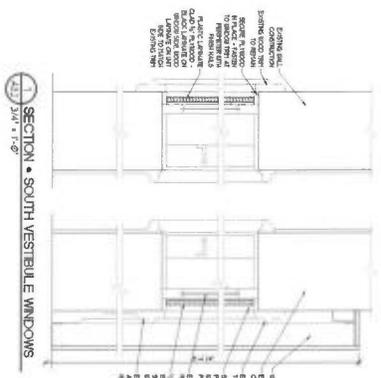
Signature:  Date: 9/15/2016

# SITE LOCATION MAP



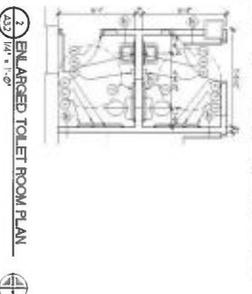
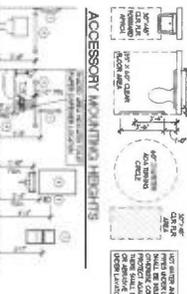






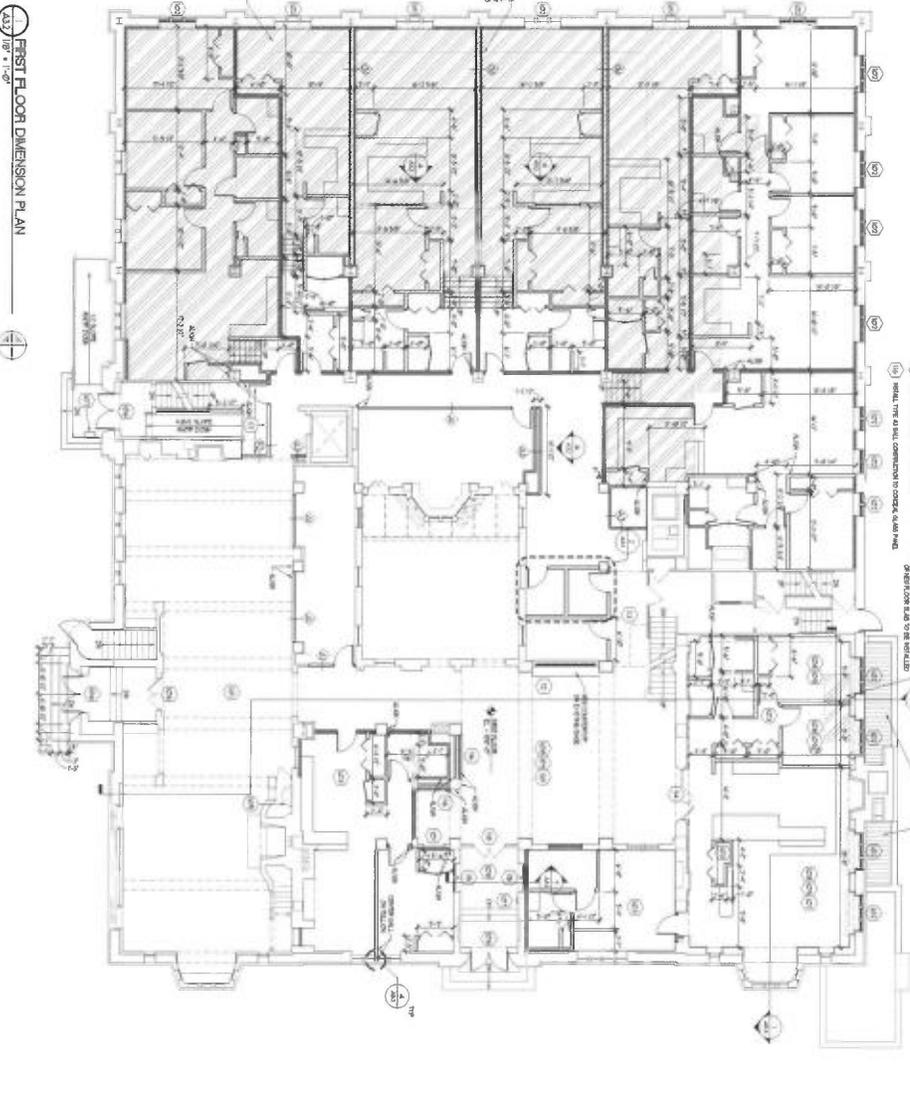
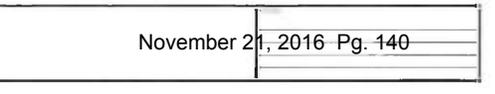
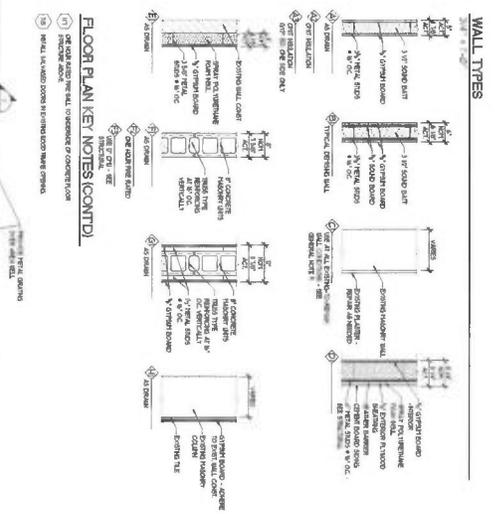
**TOILET ACCESSORIES LEGEND**

NO.	DESCRIPTION	MANUFACTURER	MODEL
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- LEGEND**
- 1. 1/2\"/>

- GENERAL NOTES**
1. IF PORTAL WALL LOCATIONS TO BE MAINTAINED AS SHOWN, PORTAL WALLS SHALL BE CONCRETE WITH FINISH TO MATCH EXISTING WALLS.
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  9. ALL NEW EXTERIOR WALLS TO BE 12\"/>



NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	DOOR FRAME	DOOR FRAME	1	100.00	100.00
2	DOOR	DOOR	1	100.00	100.00
3	DOOR	DOOR	1	100.00	100.00
4	DOOR	DOOR	1	100.00	100.00
5	DOOR	DOOR	1	100.00	100.00
6	DOOR	DOOR	1	100.00	100.00
7	DOOR	DOOR	1	100.00	100.00
8	DOOR	DOOR	1	100.00	100.00
9	DOOR	DOOR	1	100.00	100.00
10	DOOR	DOOR	1	100.00	100.00

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
11	DOOR	DOOR	1	100.00	100.00
12	DOOR	DOOR	1	100.00	100.00
13	DOOR	DOOR	1	100.00	100.00
14	DOOR	DOOR	1	100.00	100.00
15	DOOR	DOOR	1	100.00	100.00
16	DOOR	DOOR	1	100.00	100.00
17	DOOR	DOOR	1	100.00	100.00
18	DOOR	DOOR	1	100.00	100.00
19	DOOR	DOOR	1	100.00	100.00
20	DOOR	DOOR	1	100.00	100.00

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
21	DOOR	DOOR	1	100.00	100.00
22	DOOR	DOOR	1	100.00	100.00
23	DOOR	DOOR	1	100.00	100.00
24	DOOR	DOOR	1	100.00	100.00
25	DOOR	DOOR	1	100.00	100.00
26	DOOR	DOOR	1	100.00	100.00
27	DOOR	DOOR	1	100.00	100.00
28	DOOR	DOOR	1	100.00	100.00
29	DOOR	DOOR	1	100.00	100.00
30	DOOR	DOOR	1	100.00	100.00

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
31	DOOR	DOOR	1	100.00	100.00
32	DOOR	DOOR	1	100.00	100.00
33	DOOR	DOOR	1	100.00	100.00
34	DOOR	DOOR	1	100.00	100.00
35	DOOR	DOOR	1	100.00	100.00
36	DOOR	DOOR	1	100.00	100.00
37	DOOR	DOOR	1	100.00	100.00
38	DOOR	DOOR	1	100.00	100.00
39	DOOR	DOOR	1	100.00	100.00
40	DOOR	DOOR	1	100.00	100.00

**SECOND FLOOR FINISH SCHEDULE**

1. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

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**TYPICAL UNIT ROOM FINISH SCHEDULE**

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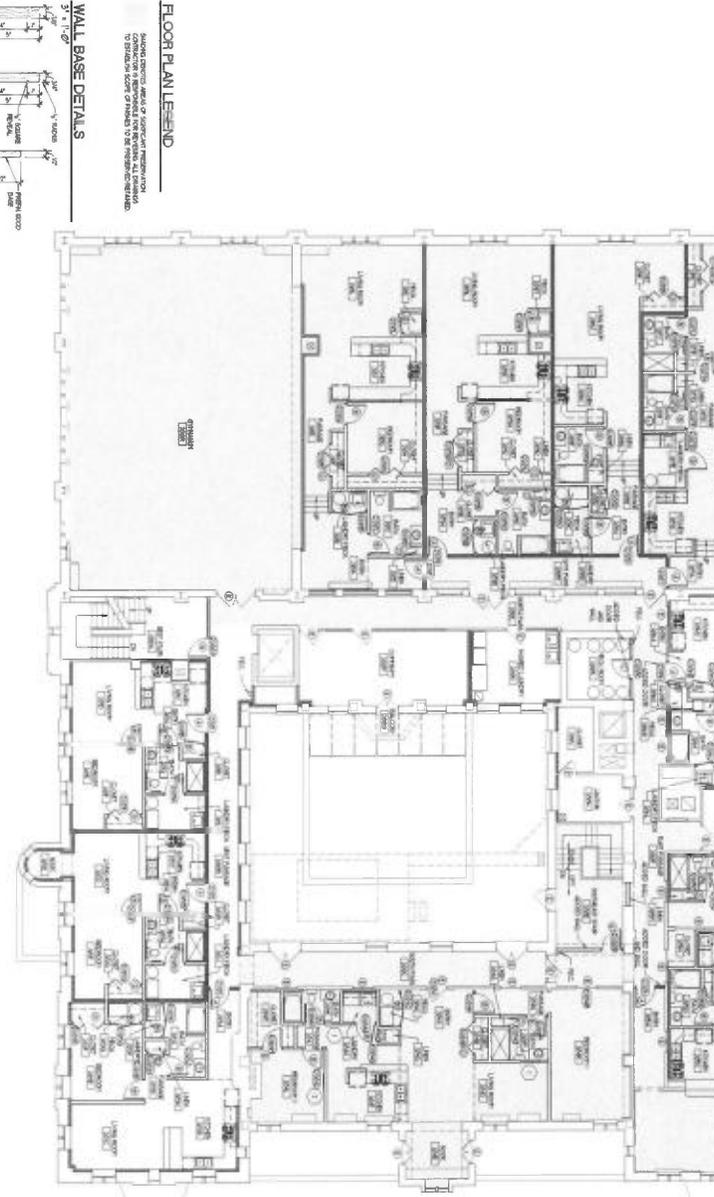
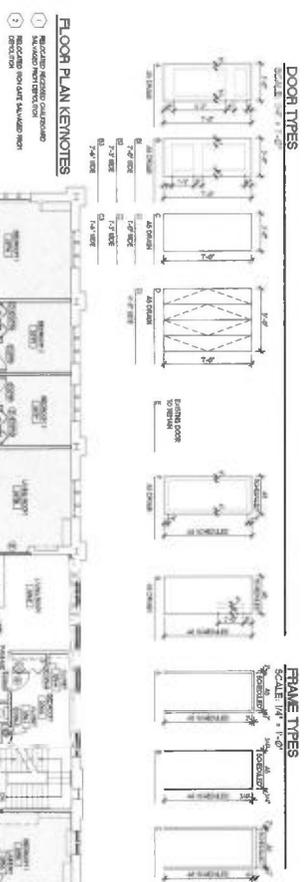
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10. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.



**Partners in Design ARCHITECTS**

500 W. Second Street  
Kenosha, WI 53140  
Ph: (224) 262-2800

**THE RESIDENCES AT LIBRARY PARK**  
720 59th Place, Kenosha, Wisconsin 53140

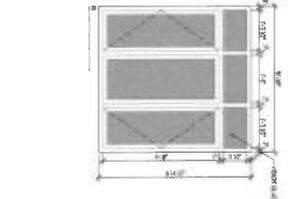
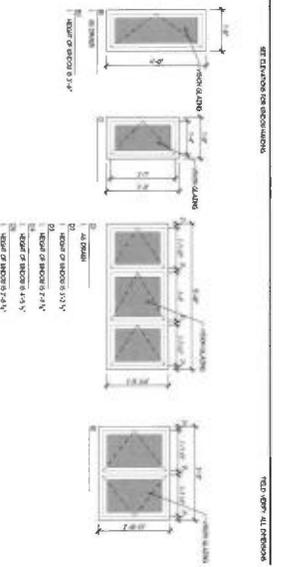
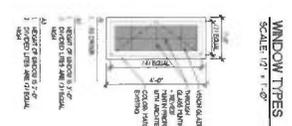
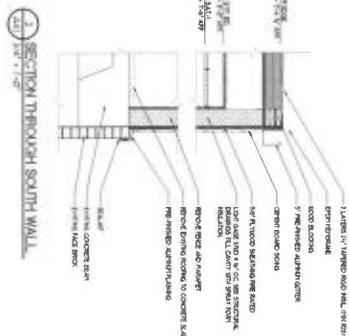
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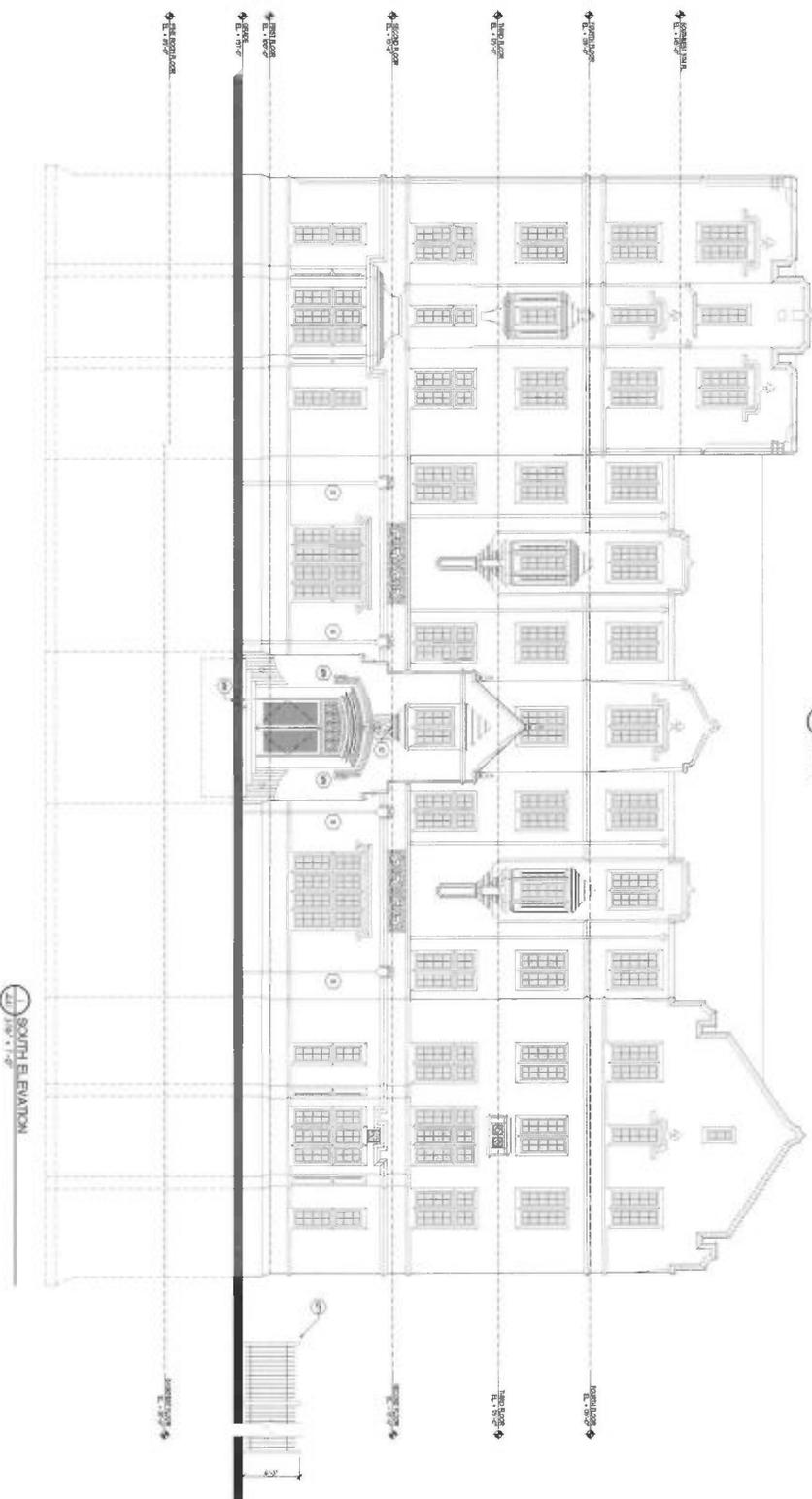
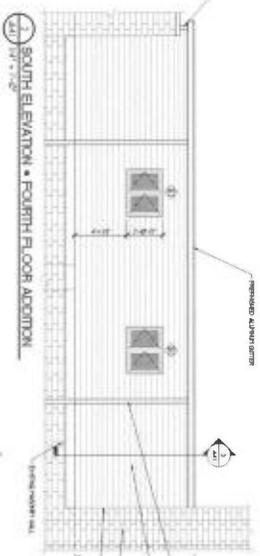








- PROPOSED ELEVATION KEY NOTES**
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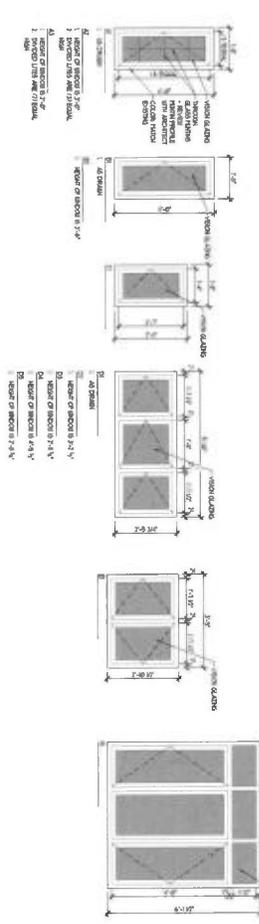




**WINDOW TYPES**

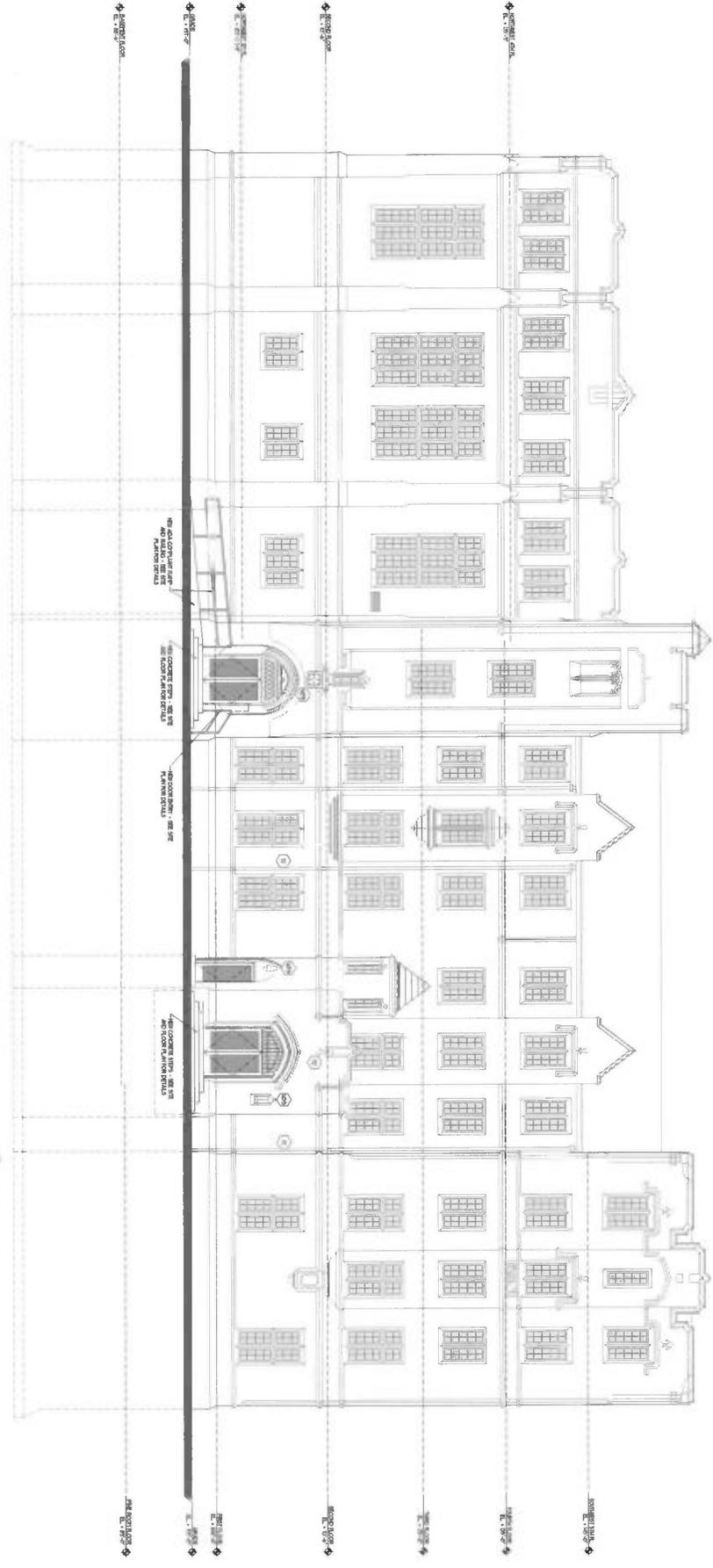
SEE EXHIBIT FOR WINDOW DETAILS

REF. 0077 - ALL WINDOWS



**PROPOSED ELEVATION KEY NOTES**

- 1) SHALL BE USED TO IDENTIFY THE LOCATION OF THE WINDOW ON THE ELEVATION.
- 2) SHALL BE USED TO IDENTIFY THE WINDOW TYPE AND SIZE.
- 3) SHALL BE USED TO IDENTIFY THE WINDOW MATERIAL AND FINISH.
- 4) SHALL BE USED TO IDENTIFY THE WINDOW OPERATING TYPE.
- 5) SHALL BE USED TO IDENTIFY THE WINDOW COLOR AND FINISH.
- 6) SHALL BE USED TO IDENTIFY THE WINDOW GLASS TYPE AND THICKNESS.
- 7) SHALL BE USED TO IDENTIFY THE WINDOW SILL AND CASE FINISH.
- 8) SHALL BE USED TO IDENTIFY THE WINDOW HURDLE FINISH.
- 9) SHALL BE USED TO IDENTIFY THE WINDOW SHUTTER FINISH.
- 10) SHALL BE USED TO IDENTIFY THE WINDOW LINEN FINISH.
- 11) SHALL BE USED TO IDENTIFY THE WINDOW VALANCE FINISH.
- 12) SHALL BE USED TO IDENTIFY THE WINDOW TIE BACK FINISH.
- 13) SHALL BE USED TO IDENTIFY THE WINDOW TIE BACK FINISH.
- 14) SHALL BE USED TO IDENTIFY THE WINDOW TIE BACK FINISH.
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- 18) SHALL BE USED TO IDENTIFY THE WINDOW TIE BACK FINISH.
- 19) SHALL BE USED TO IDENTIFY THE WINDOW TIE BACK FINISH.
- 20) SHALL BE USED TO IDENTIFY THE WINDOW TIE BACK FINISH.



**WEST ELEVATION**

# The Residences at Library Park Apartments

## Multifamily WHEDA Compliant Market Study

**Kenosha, WI  
January 2016**

Prepared by:

**Baker Tilly Virchow Krause, LLP**  
Ten Terrace Court  
PO Box 7398  
Madison, WI 53707  
608 249 6622



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an independently owned and managed member of Baker Tilly International

**Candor. Insight. Results.**

© Baker Tilly Virchow Krause, LLP  
November 21, 2016 Pg. 149

- > A site visit is conducted in order to identify competing multifamily developments. The site visit is used to measure the overall strength of the apartment market. This is achieved through an evaluation of existing occupancy and rent levels, unit mix, and overall quality of product. In addition, the site visit establishes those projects that are most likely directly comparable to the proposed property. Both Section 42 LIHTC developments and market rate developments that offer unit and project amenities similar to the proposed development are included in the analysis based on the site visit.
- > Economic and demographic characteristics of the area are evaluated. The demographic evaluation uses the most recently issued Census information, as well as projections that determine what the characteristics of the market will be when the proposed project opens and when it achieves a stabilized occupancy.

This market study utilizes demographic data obtained from both the US Census and ESRI, a nationally recognized third party provider of demographic data, demographic estimates and demographic projections. Specifically, the data provided by ESRI is known as ESRI Business Analyst Online (“ESRI BAO”). These sources for demographic data are deemed as reliable. Given the transitional nature of the analysis by ESRI BAO, the demographic data presented in this report is a combination of actual 2010 and forecasted 2015 and 2020 demographic data sets. According to ESRI BAO, the latest most reliable Census data is used in their demographic estimates and projections.

- > Area building statistics and interviews with officials familiar with area development provide identification of those properties that might be planned or proposed for the area that will have an impact on the marketability of the proposed development.
- > A determination of estimated achievable market rent for the proposed subject development is conducted. Using a Rent Comparability Grid, the features of the proposed development are compared with the most comparable properties in the market. Adjustments are made for each feature that differs from that of the proposed subject development. These adjustments are then included with the collected rent resulting in an estimated achievable market rent for a unit comparable to the proposed unit.
- > An analysis following WHEDA market study guidelines of the subject project’s required capture of the number of income-appropriate households within the PMA is conducted. This analysis is conducted on a renter household level and a market capture rate is determined for the subject development. This capture rate is compared with acceptable capture rates for similar types of projects to determine whether the subject development’s capture rate is achievable. In addition, Baker Tilly also conducts a comparison of all existing and planned LIHTC housing within the market to the number of income-appropriate households. The resulting penetration rate is evaluated in conjunction with the project’s capture rate.

### Sources

Baker Tilly uses various sources to gather and confirm data used in each analysis. These sources include the following:

- > The 2010 US Census
- > ESRI Business Analyst Online (“ESRI BAO”)
- > U.S. Department of Labor
- > Local chamber of commerce officials
- > Local economic development officials
- > Property management for each comparable property included in the survey
- > Local planning, zoning, and building officials
- > Local housing authority representatives

### **Report Limitations**

The intent of this report is to collect and analyze data to forecast the market success of the subject property within an agreed to time period. Baker Tilly relies on a variety of sources of data to generate this report. These data sources are not always verifiable. Baker Tilly, however, makes a significant effort to assure accuracy. While this is not always possible, we believe our effort provides an acceptable standard margin of error. Baker Tilly is not responsible for errors or omissions in the data provided by other sources.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, unbiased professional analyses, opinions and conclusions. We have no present or prospective interest in the property that is the subject of this report and we have no personal interest or bias with respect to the parties involved. Our compensation is not contingent on an action or event (such as the approval of a loan) resulting from the analyses, opinions, conclusions in or the use of this study.

Proposed Project Description Summary

The Residences at Library Park Development Overview Summary	
<b>Project Name:</b>	The Residences at Library Park
<b>Project Location:</b>	720 59 <sup>th</sup> Place Kenosha, WI 53140
<b>Project Description:</b>	The proposed Residences at Library Park apartments will consist of the adaptive reuse and conversion of the existing, vacated Kenosha YMCA building into a total of forty-nine units made of the following unit mix: 12, studio units (956 square feet), 26, one bedroom units (785 square feet), 10, two bedroom units (1,296 square feet), and 1, three bedroom unit (1,500 square feet). The existing masonry building will total five stories in height served by a centralized elevator.
<b># of Units:</b>	49
<b># of Income Restricted Units:</b>	42
<b>AMI Target Market:</b>	The Developer proposes to set aside forty-two of the units for residents earning 30, 50 and 60 percent or less of the Kenosha County AMI using the WHEDA LIHTC Program with the remaining seven units being rented at the prevailing market rental rates.
<b>Tenancy Restrictions:</b>	None, open to all ages. The Developer is also proposing to target approximately 25 percent of the total unit count (twelve units) to the general population and Veterans eligible for long term care services.
<b>Existing Site Conditions:</b>	The proposed development site is currently improved with the existing, vacated Kenosha YMCA building. The existing building consists of five stories with a masonry exterior.
<b>Current Occupancy</b>	N/A
<b>Utility Arrangement:</b>	Trash removal will be included in the rent while residents will be responsible for their own water, sewer, gas for hot water and heating, and unit electric for cooking, lighting, and air conditioning.
<b>Project Based Rental Assistance:</b>	N/A
<b>Unit Amenities</b>	Proposed unit amenities and building attributes will generally include the following: electric self-cleaning oven/range, refrigerator, dishwasher, garbage disposal, microwave, in-unit washer/dryer, carpet, central air-conditioning, window blinds, and balconies (in select units).
<b>Common Area Amenities:</b>	The proposed development amenities and building attributes will generally include the following: elevator, management office with on-site resident manager, meeting/activity room, computer center, fitness center, controlled access with intercom system, storage lockers, and Wi-Fi access
<b>Parking:</b>	Surface parking (52 stalls included in the rent)

The Residences at Library Park Development Overview Summary (continued)	
<b>On-Site Supportive Services:</b>	The proposed project will not provide long-term services, nor charge fees related to the long-term services to residents, but will rather refer residents to an area Aging and Disability Resource Center (“ADRC”) and/or other area local partners in order that they find services and resources and service providers most appropriate for the residents.
<b>Construction Start Date:</b>	October 2016
<b>Occupancy Date:</b>	September 2017

**Proposed Project Unit Matrix**

The Residences at Library Park Proposed Unit Matrix							
# of Units	Unit Type	% of AMI*	Net Rent \$/Mo.	Utility Allowance	Gross Rents	2015 Kenosha County Maximum Rent	Size (SF)
4	Studio	30%	\$277	\$91	\$368	\$368	956
4	Studio	50%	\$497	\$91	\$588	\$613	956
4	Studio	MKT	\$840	\$91	\$931	N/A	956
5	1 BR/1 BA	30%	\$282	\$112	\$394	\$394	785
11	1 BR/1 BA	50%	\$517	\$112	\$629	\$657	785
8	1 BR/1 BA	60%	\$638	\$112	\$750	\$789	785
2	1 BR/1 BA	MKT	\$890	\$112	\$1,002	N/A	785
3	2 BR/1-2 BA	30%	\$335	\$138	\$473	\$473	1,296
3	2 BR/1-2 BA	50%	\$617	\$138	\$755	\$788	1,296
3	2 BR/1-2 BA	60%	\$767	\$138	\$905	\$946	1,296
1	2 BR/1-2 BA	MKT	\$1,075	\$138	\$1,213	N/A	1,296
1	3 BR/2 BA	60%	\$868	\$179	\$1,047	\$1,094	1,500
<b>49</b>	<b>Total Units</b>						

**Note:** Trash removal will be included in the rent while residents will be responsible for their own water, sewer, gas for hot water and heating, and unit electric for cooking, lighting, and air conditioning.

## Major Findings and Conclusions

Below is a summary of the general findings and recommendations with respect to the market.

- > Based on the scope of the research conducted and the analyst's professional opinion, sufficient potential demand likely exists for the introduction of forty-nine rental units at the proposed site in Kenosha, Wisconsin. The site location and scope of development make the proposed development marketable in the prevailing rental market. Based on the scope of the research conducted, the unit mix, unit sizes, rents and amenities are appropriate for the intended use and targeted market and the development is consistent with the competition within the PMA.
- > Based on the scope of the research conducted and the analyst's professional opinion, the proposed development is likely feasible from a market perspective, and a market likely exists for the development as proposed. The prospect for long-term performance of the property is positive given the housing, demographic trends, and economic factors. Although the proposed development may directly compete for residents with the comparable developments, the proposed development will not have a material negative impact on the existing housing market including the LIHTC Section 42 housing, other affordable housing properties (Section 8, 515, 236, and public housing), or market rate housing. Based on discussions with numerous managers of competing developments in the PMA, the key to the long-term success of the proposed development is proactive management. Also based on the research conducted, we have no recommendations for improvement or modifications to the proposed project.
- > The site possesses convenient vehicular linkages with easy connections to the major roadways in the City of Kenosha. The site will not benefit from significant drive-by exposure as all surrounding roadways are lightly traveled. This may be somewhat mitigated by the height of the proposed development (five stories). In addition, the site will not benefit from pedestrian linkages due to the lack of a significant amount of commercial uses and/or services near the site. Therefore, the site is deemed as an average location for multifamily housing.
- > The following development strengths and weaknesses were noted during the course of this analysis:

### Strengths

- The site maintains strong transportation linkages with quick and convenient access to other areas of Kenosha. The subject site is located just east of several Kenosha bus transit routes with connections throughout the city.
- The site is located directly north of Library Park and Simmons Library and 0.4 miles west of Lake Michigan offering several recreational opportunities.
- The site is located ¼ mile to the north of the United Hospital System Kenosha Medical Center Campus.
- The subject site has a Walkscore of 89 out of 100. This location is considered "Very Walkable" meaning most errands can be accomplished by foot.
- The overall population is projected to increase by approximately 265 people per year for the five years ending in 2020, resulting in an overall gain of 1.0 percent. The number of households is projected to increase at a rate of about 105 per year for a gain of 1.1 percent.
- The multifamily rental market in the PMA is considered strong by generally accepted standards, with a total of twenty-seven vacancies for a 0.8 percent vacancy rate. Of the twenty-seven vacancies, seven were noted within the LIHTC Section 42 developments for a 1.7 percent vacancy rate, and twenty vacancies were noted in the market rate developments for a 0.8 percent vacancy rate.
- The subject property is consistent with all other competition with respect to most important categories including unit mix, rental rates, and amenities offered. The subject development is superior to the competition with respect to unit sizes. Therefore, the proposed development would be competitive in the PMA rental marketplace.

- The most recently constructed LIHTC family development in the PMA (5<sup>th</sup> Avenue Lofts) is exhibiting very high absorption rates indicating a need for rental units targeting 30 to 60 percent AMI households. The first thirty units at 5<sup>th</sup> Avenue Lofts will be ready for occupancy January 30, 2016 and the second thirty units on February 20, 2016. Preleasing began twelve months ago by taking names for a waiting list and began taking face to face meetings October 20, 2015. As of January 14, 2016, 37 of 40 LIHTC units are preleased and 17 of 20 market rate units have down payments.

**Weaknesses**

- The site will not benefit from a significant amount of drive-by exposure as all surrounding roadways are lightly traveled and the site is not located on an arterial roadway. This may be somewhat mitigated by the height of the proposed development (five stories) as well as the subject’s location at a well-known location overlooking Library Park. In addition, given the local residents’ knowledge of the former YMCA building, the proposed revitalization of the building will likely garner attention from local residents, thereby helping to mitigate the apparent lack of drive-by visibility.
- > The predominant target market for the development exists. In addition to the consensus among those interviewed, a review of existing comparables, a review of the transportation linkages for the surrounding area, a review of the health care providers, and a driving tour of the surrounding area establish a factual basis for determining the PMA boundaries. These factors indicate that the predominant PMA includes Kenosha County to the east of Interstate 94. Specifically, the PMA includes U.S. Census Tracts 1 and 3 through 26.

Based on the site’s access to major thoroughfares and discussions with property managers of potentially competing developments, it is likely that 20 to 25 percent of the residents that ultimately rent from the proposed development will originate from outside the PMA (most likely from other areas of the Kenosha County). However, as a conservative approach, only the population from within the PMA was analyzed in this study.

- > ESRI BIS provided the demographic data for the analysis based on the 2000 and 2010 US census data. According to the US Census Bureau and the ESRI BIS actual 2010 and forecasted 2015 and 2020 demographic data sets, the overall population is projected to increase by approximately 265 people per year for the five years ending in 2020, resulting in an overall gain of 1.0 percent. The number of households is projected to increase at a rate of about 105 per year for a gain of 1.1 percent. A greater increase is projected in renter occupied units than in owner occupied units, with the overall average household size remaining constant at 2.56 persons per household.

<b>Demographic Summary</b>					
<b>Description</b>	<b>2010 US Census</b>	<b>2015 ESRI Forecasts</b>	<b>2020 ESRI Forecasts</b>	<b>% Change 2015-2020</b>	<b>Annual Change 2015-2020</b>
Population	127,928	128,929	130,253	1.0%	265.0
Households	48,127	48,734	49,259	1.1%	105.0
Families	31,625	31,809	32,026	0.7%	43.4
Average Household Size	2.56	2.56	2.56	-	-
Owner Occupied Housing Units	30,693	30,134	30,418	0.9%	56.8
Renter Occupied Housing Units	17,434	18,600	18,841	1.3%	48.2
Median Age	35.0	35.8	36.1	-	-

**Source:** U.S. Census Bureau, Census 2010 Summary File 1. ESRI Forecasts for 2015 and 2020.

- > Twenty-eight comparable developments were identified and inventoried for a total of 3,214 rental units within the PMA. The multifamily rental market in the PMA is considered strong by generally accepted standards, with a total of twenty-seven vacancies for a 0.8 percent vacancy rate. Of the twenty-seven vacancies, seven were noted within the LIHTC Section 42 developments for a 1.7 percent vacancy rate, and twenty vacancies were noted in the market rate developments for a 0.8 percent vacancy rate.

<b>Comparable Development Occupancy Summary</b>					
<b>Development Type</b>	<b>Number of Developments</b>	<b>Number of Units</b>	<b>Vacant Units</b>	<b>Vacancy Rate</b>	<b>Vacancy Rate with Applications Pending</b>
LIHTC Section 42 Family	5	424	7	1.7%	0.5%
Market Rate Family	20	2,471	20	0.8%	0.5%
Federally Subsidized Family	2	137	0	0.0%	0.0%
Federally Subsidized Senior	1	182	0	0.0%	0.0%
<b>Overall</b>	<b>28</b>	<b>3,214</b>	<b>27</b>	<b>0.8%</b>	<b>0.4%</b>

- > Market rate calculations were based on the most prevalent unit types for the one, two, and three bedroom apartment units within family developments located in the PMA.

<b>Summary of Estimated Achievable Market Rents</b>			
<b>Development</b>	<b>1 BR/1 BA</b>	<b>2 BR/1 BA</b>	<b>2 BR/2 BA</b>
<b>Estimated Achievable Market Rents Minimum</b>	\$772	\$926	\$929
<b>Estimated Achievable Market Rents Maximum</b>	\$951	\$1,189	\$1,209
<b>Estimated Achievable Market Rents Average</b>	<b>\$890</b>	<b>\$1,060</b>	<b>\$1,075</b>

Due to an insufficient amount of comparable studio and three bedroom units in the PMA, estimates were made in determining the achievable market rents for the subject's studio and three bedroom units. Based on discussions with numerous property managers in the PMA and a review of the rental differential between the one and two bedroom units, Baker Tilly has determined that the rental discount for a 956 square foot studio unit will be \$50 per month under a one bedroom unit. Given the large size of the studio units, this discount is likely very conservative and rental rates will likely be more consistent with the estimated achievable one bedroom market rent.

The premium for a 1,500 square foot three bedroom unit will be \$100 per month over a two bedroom/two bathroom unit. The likely market rent for the three bedroom unit will be \$1,175 per month, which is \$.78 per square foot.

<b>Summary of Estimated Achievable Market Rents</b>			
<b>Unit Type</b>	<b>Base Market Rent per Month</b>	<b>Average Unit Size (SF)</b>	<b>Rent per SF</b>
Studio	\$840	956	\$0.88
1 BR/1 BA	\$890	785	\$1.13
2 BR/1 BA	\$1,060	1,296	\$0.82
2 BR/2 BA	\$1,075	1,296	\$0.83
3 BR/2 BA	\$1,175	1,500	\$0.78

- > Our analysis suggests that the proposed set side rents are 31.7 to 73.9 percent of estimated achievable market rents representing greater than a 10 percent discount to market rate rental rates in the PMA.

Proposed The Residences at Library Park Rents versus Estimated Achievable Market Rents					
# of Units	Unit Type	% of AMI*	Net Rent \$/Mo.	Estimated Achievable Market Rents	Ratio of Proposed Net Rents to Estimated Achievable Market Rents
4	Studio	30%	\$277	\$840	33.0%
4	Studio	50%	\$497	\$840	59.2%
4	Studio	MKT	\$840	\$840	100.0%
5	1 BR/1 BA	30%	\$282	\$890	31.7%
11	1 BR/1 BA	50%	\$517	\$890	58.1%
8	1 BR/1 BA	60%	\$638	\$890	71.7%
2	1 BR/1 BA	MKT	\$890	\$890	100.0%
3	2 BR/1-2 BA	30%	\$335	\$1,060-1,075	31.6%-31.2%
3	2 BR/1-2 BA	50%	\$617	\$1,060-1,075	58.2%-57.4%
3	2 BR/1-2 BA	60%	\$767	\$1,060-1,075	71.3%-72.4%
1	2 BR/2 BA	MKT	\$1,075	\$1,075	100.0%
1	3 BR/2 BA	60%	\$868	\$1,175	73.9%
<b>49</b>	<b>Total Units</b>				

**Note:** Trash removal will be included in the rent while residents will be responsible for their own water, sewer, gas for hot water and heating, and unit electric for cooking, lighting, and air conditioning.

- > A normative estimate of 6,713 renter-only income-qualified households are projected to be potential residents for the proposed development. The introduction of forty-nine units will need to capture between 0.6 percent and 0.9 percent of the estimated renter households under the age of 65 in the income eligible cohort of the PMA. The normative estimate is approximately 0.7 percent. This range falls well below the typical maximum 15 percent threshold for family housing developments in similar sized communities. Due to the lack of other affordable family housing developments located within the PMA, the number of units appears reasonable and subject to other market conditions will likely be absorbed..
- > Based on discussions with property managers in the PMA (including properties owned and managed by the Developer), the low vacancy rates for the family developments in the PMA, and the lack of a significant amount of existing LIHTC Section 42 housing in the PMA, the proposed development will likely have a monthly absorption of four to five units per month. The Developer indicated that the property manager will conduct a substantial amount of preleasing. Based on the low vacancy rate for the market rate units that are deemed competitive to the proposed development, it is reasonable to assume that the development will open with 20 percent of the units preleased (ten units). Based on a 4.5 unit per month absorption rate combined with 20 percent of the units preleased at the development's opening, an eight month lease-up period is expected based upon a 93 percent stabilized occupancy rate. The absorption is calculated as follows:

Absorption Calculation:

Total Units	49
Stabilized Occupancy	93%
Total units to be leased	46
Less: Units Preleased (20%)	(10)
Remaining units	36
Divided by 4.5 units per month	4.5
<b>Number of months to reach Stabilized occupancy</b>	<b>8 Months</b>

# PROPOSAL NARRATIVE STATEMENTS

## Project Location and Housing Needs

1. Briefly describe the proposed development and the need for affordable rental housing where the proposed development is to take place. Also describe the neighborhood where the development is to be located, how the project will relate to its surroundings. If a site specific market study or community housing plan has been completed, applicant may substitute it for the narrative (please attach).

*– ATTACHED MARKET STUDY*

2. Explain the efforts made to solicit input from the neighborhood for this specific proposal.

*Varin/Library Park II, LLC and its affiliates feel that input from the community is critical to developing the historic YMCA into multi-family housing. We understand that comments and suggestions are essential in understanding how the development may impact the local community. We have made community businesses and residents aware of the desire to develop the YMCA into multi-family housing and information regarding the development has been made readily available. In addition, we have worked with the alderman, city and county throughout the review process. Furthermore, Varin/Library Park II, LLC and its affiliates held an open house at the YMCA for the community to discuss the project.*

3. How does the proposed development address the priorities and strategies identified in the City of Kenosha Consolidated Plan?

*The City of Kenosha Strategic Plan outlines the needed revival of the YMCA building in the downtown area. The plan specifically states that the demand for quality rentals will be increased and that there will be a demand for future residential housing.*

## Match

Please describe how the organization will provide “matching” funds for the HOME Program. (see Appendix A for eligible sources of match).

*The project will be utilizing a TIF loan of \$300,000 to help finance the costs. This money will be loaned into the project at a 3% rate for 10 years as reflected in the submitted financial analysis. Per Exhibit 8-2 of the Match Attach A, Tax Increment Financing is an acceptable source of match.*

# 20 Year Pro-Forma

RESIDENCES at LIBRARY PARK  
FORECAST OF NET CASH FLOW FROM OPERATIONS

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	PAGE	
<b>Income</b>																					
Rental Income	\$ 13,247	\$ 293,804	\$ 326,012	\$ 332,533	\$ 339,183	\$ 345,967	\$ 352,886	\$ 359,944	\$ 367,143	\$ 374,486	\$ 381,975	\$ 389,615	\$ 397,407	\$ 405,355	\$ 413,463	\$ 421,732	\$ 430,166	\$ 438,770	\$ 447,545	\$ 456,4	
Other Income	303	6,768	7,574	7,725	7,879	8,037	8,198	8,362	8,529	8,700	8,874	9,051	9,232	9,417	9,605	9,797	9,993	10,193	10,397	10,6	
Vacancy	(949)	(21,040)	(23,351)	(23,818)	(24,294)	(24,780)	(25,276)	(25,781)	(26,297)	(26,823)	(27,359)	(27,907)	(28,465)	(29,034)	(29,615)	(30,207)	(30,811)	(31,427)	(32,056)	(32,6	
TIF Income	29,000	29,000	29,870	30,766	31,689	32,640	33,619	34,628	35,666	36,736	37,838	38,974	-	-	-	-	-	-	-	-	-
<b>Effective Gross Income</b>	12,601	308,532	340,105	347,206	354,458	361,864	369,427	377,152	385,041	393,099	401,328	409,733	378,174	385,738	393,453	401,322	409,349	417,536	425,866	434,4	
<b>Expenses</b>																					
Operating Expenses	7,126	186,352	209,751	216,054	222,535	229,211	236,087	243,169	250,464	257,978	265,717	273,688	281,899	290,357	299,068	308,039	317,281	326,799	336,603	346,7	
Management Fee	756	16,772	18,614	18,986	19,366	19,753	20,148	20,551	20,962	21,382	21,809	22,246	22,690	23,144	23,607	24,079	24,561	25,052	25,553	26,0	
Reserve for Replacement	-	7,350	14,700	14,700	14,700	14,700	16,170	16,170	16,170	16,170	16,170	17,787	17,787	17,787	17,787	17,787	19,566	19,566	19,566	19,5	
<b>Total Operating Expenses</b>	7,882	212,474	243,075	249,740	256,601	263,664	272,405	279,891	287,596	295,530	303,697	313,721	322,377	331,288	340,462	349,906	361,407	371,417	381,722	392,3	
<b>Net Operating Income</b>	4,719	96,059	97,029	97,466	97,856	98,199	97,022	97,262	97,445	97,569	97,632	96,012	55,798	54,450	52,990	51,416	47,941	46,118	44,164	42,0	
	67,059	67,159	67,159	66,700	66,167	65,560	63,403	62,634	61,779	60,832	59,793	57,038	55,798	54,450	52,990	51,416	47,941	46,118	44,164	42,0	
<b>Debt Service</b>																					
Debt Service - 1st mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Debt Service - KABA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Debt Service - HOME	28,380	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,0	
Debt Service - TIF	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total Debt Service</b>	57,380	63,926	63,926	74,822	75,745	76,695	77,674	78,683	79,722	80,792	81,894	82,048	82,048	82,048	82,048	82,048	82,048	82,048	82,048	82,0	
ISSCR - excluding TIF	2,36	1,97	1,97	1,96	1,94	1,93	1,86	1,84	1,81	1,79	1,76	1,67	1,64	1,60	1,56	1,51	1,41	1,35	1,30	1,	
ISSCR - All	1,67	1,52	1,52	1,30	1,29	1,28	1,25	1,24	1,22	1,21	1,19	1,17	1,27	1,24	1,20	1,17	1,09	1,05	1,00	0,	
<b>Asset Management Fee</b>	5,000	5,150	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,5	
<b>Cash Flow</b>	4,719	33,679	27,954	17,339	16,648	15,877	13,551	12,608	11,574	10,443	9,214	7,244	4,821	3,266	1,592	-	-	-	-	-	
Deferred Developer Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payment	197,843	33,679	27,954	17,339	16,648	15,877	13,551	12,608	11,574	10,443	9,214	7,244	4,821	3,266	1,592	-	-	-	-	-	
Incentive Management Fee	3,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Available Cash Flow for Distribution</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Allocated As Follows:</b>																					
General Partner	0.01%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Limited Partner	99.99%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

# Development Team

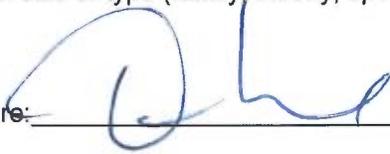
## DEVELOPER EXPERIENCE CERTIFICATION

Developer Name: Legacy Property Management Services, LLC

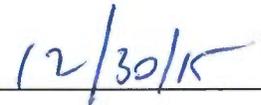
Number of years in the multifamily apartment business: 18

I certify that the developments portrayed on the following *DEVELOPER EXPERIENCE* sheets represent all the developments in which I have participated within, at minimum, the last five (5) years that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_



Name: (please print) David Nankin



Please attach a resume or company fact sheet indicating years of experience, the experience of the principals and total applicable number of units.

## DEVELOPER EXPERIENCE

Complete the information below for each development your organization has carried out within, at minimum, the last five years. List only those developments that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development. Do not include developments that do not have a certificate of occupancy. Attach additional copies of this form as needed.

Development Name: Hillcrest Apartments		City, State: Waukesha, Wisconsin		Developer Contact Name: David Nankin		Telephone Number: 847-432-9700	
Development Type: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation		Type of Subsidy: <input type="checkbox"/> None (Market) <input checked="" type="checkbox"/> Section 8 <input type="checkbox"/> Rural Housing		Placed-in-Service Date: 12/31/2013		Number of Total Units: 60  Number of Low-Income Units: 60	
Is permanent financing in place? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have you had to make capital contributions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		No. of Months in Lease-Up Period <sup>1</sup> 1		Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup> Physical 98.9%      Economic 98.9%			
Development Lender: Bellwether Enterprise		City, State: Cleveland, OH		Contact Person: Mike Gruss		Telephone Number: 216-820-4514	
Development Equity Provider: Enterprise Community		City, State: Columbia, MD		Contact Person: Philip Porter		Telephone Number: 410-772-2594	
Has the development ever had a financial audit performed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If yes, provide the financial statement year: 2015		If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Contact Person at Audit Provider: Trenton Kleist		Telephone Number: 608-240-6715	

<sup>1</sup>Lease-Up Period = Time from Occupancy Certificate Receipt to 90% Occupancy Achievement  
<sup>2</sup>Economic Occupancy = Actual Rents Received Divided by Gross Potential Rents



## DEVELOPER EXPERIENCE

Complete the information below for each development your organization has carried out within, at minimum, the last five years. List only those developments that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development. *Do not include developments that do not have a certificate of occupancy.* Attach additional copies of this form as needed.

Development Name: Forest Glen	City, State: Rockford, Illinois	Developer Contact Name: David Nankin  Telephone Number: 847-432-9700	
Development Type: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation	Type of Subsidy: <input type="checkbox"/> None (Market) <input type="checkbox"/> Section 8 <input type="checkbox"/> Rural Housing <input checked="" type="checkbox"/> Section 42 <input type="checkbox"/> Tax-Exempt Bond Financing <input type="checkbox"/> Other:	Placed-in-Service Date: 06/14/1994	Number of Total Units: 140  Number of Low-Income Units: 57
Is permanent financing in place? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have you had to make capital contributions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	No. of Months in Lease-Up Period <sup>1</sup> n/a	Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup> Physical 97.5%      Economic 97.5%	
Development Lender: Berkadia	City, State: Chicago, Illinois	Contact Person: Matthew Ewig  Telephone Number: 262-542-1050	
Development Equity Provider: N/A – post year 15 deal	City, State: n/a	Contact Person: n/a  Telephone Number: n/a	
Has the development ever had a financial audit performed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If yes, provide the financial statement year:	If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Contact Person at Audit Provider: Trenton Kleist		Telephone Number: 608-240-6715	

<sup>1</sup>Lease-Up Period = Time from Occupancy Certificate Receipt to 90% Occupancy Achievement  
<sup>2</sup>Economic Occupancy = Actual Rents Received Divided by Gross Potential Rents



## DEVELOPER EXPERIENCE

Complete the information below for each development your organization has carried out within, at minimum, the last five years. List only those developments that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development. Do not include developments that do not have a certificate of occupancy. Attach additional copies of this form as needed.

Development Name: Monterey Apartments		City, State: Waukesha, Wisconsin		Developer Contact Name: David Nankin		Telephone Number: 847-432-9700	
Development Type: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Rehabilitation <input type="checkbox"/> Acquisition/Rehabilitation		Type of Subsidy: <input checked="" type="checkbox"/> None (Market) <input type="checkbox"/> Section 8 <input type="checkbox"/> Rural Housing <input type="checkbox"/> Section 42 <input type="checkbox"/> Tax-Exempt Bond <input type="checkbox"/> Financing <input type="checkbox"/> Other:		Placed-in-Service Date: n/a		Number of Total Units: 240  Number of Low-Income Units: 0	
Is permanent financing in place? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have you had to make capital contributions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		No. of Months in Lease-Up Period <sup>1</sup> n/a		Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup> Physical 98%      Economic 98%			
Development Lender: Berkadia		City, State: Chicago, IL		Contact Person: Matthew Ewig		Telephone Number: 262-542-1050	
Development Equity Provider: n/a		City, State: n/a		Contact Person: n/a		Telephone Number: n/a	
Has the development ever had a financial audit performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the financial statement year:		If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input type="checkbox"/> No		Contact Person at Audit Provider: n/a		Telephone Number: n/a	

<sup>1</sup>Lease-Up Period = Time from Occupancy Certificate Receipt to 90% Occupancy Achievement  
<sup>2</sup>Economic Occupancy = Actual Rents Received Divided by Gross Potential Rents



## DEVELOPER EXPERIENCE

Complete the information below for each development your organization has carried out within, at minimum, the last five years. List only those developments that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development. Do not include developments that do not have a certificate of occupancy. Attach additional copies of this form as needed.

Development Name: Courtyard Junction		City, State: Pleasant Prairie, Wisconsin		Developer Contact Name: David Nankin		Telephone Number: 847-432-9700	
Development Type: <input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Acquisition/Rehabilitation		Type of Subsidy: <input checked="" type="checkbox"/> None (Market) <input type="checkbox"/> Section 8 <input type="checkbox"/> Rural Housing <input type="checkbox"/> Other:		Placed-in-Service Date: n/a		Number of Total Units: 80  Number of Low-Income Units: 0	
Is permanent financing in place? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have you had to make capital contributions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		No. of Months in Lease-Up Period <sup>1</sup> n/a		Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup> Physical 96.6%      Economic 96.6%			
Development Lender: Southport Bank		City, State: Kenosha, Wisconsin		Contact Person: Nicole Borissenkov		Telephone Number: 262-577-2412	
Development Equity Provider: n/a		City, State: n/a		Contact Person: n/a		Telephone Number: n/a	
Has the development ever had a financial audit performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the financial statement year:		If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input type="checkbox"/> No		Contact Person at Audit Provider: n/a		Telephone Number: n/a	

<sup>1</sup>Lease-Up Period = Time from Occupancy Certificate Receipt to 90% Occupancy Achievement  
<sup>2</sup>Economic Occupancy = Actual Rents Received Divided by Gross Potential Rents



## DEVELOPER EXPERIENCE

Complete the information below for each development your organization has carried out within, at minimum, the last five years. List only those developments that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development. Do not include developments that do not have a certificate of occupancy. Attach additional copies of this form as needed.

Development Name: Riverside Glen		City, State: Rockford, Illinois		Developer Contact Name: David Nankin		Telephone Number: 847-432-9700	
Development Type: <input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Acquisition/Rehabilitation		Type of Subsidy: <input type="checkbox"/> None (Market) <input type="checkbox"/> Section 8 <input type="checkbox"/> Rural Housing <input checked="" type="checkbox"/> Section 42 <input type="checkbox"/> Tax-Exempt Bond Financing <input type="checkbox"/> Other:		Placed-in-Service Date: 11/10/1995		Number of Total Units: 120  Number of Low-Income Units: 120	
Is permanent financing in place? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have you had to make capital contributions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		No. of Months in Lease-Up Period <sup>1</sup> n/a		Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup> <u>Physical</u> 52.9% <u>Economic</u> 52.9%			
Development Lender: none		City, State:		Contact Person:		Telephone Number:	
Development Equity Provider: none		City, State:		Contact Person:		Telephone Number:	
Has the development ever had a financial audit performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the financial statement year:		If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input type="checkbox"/> No		Contact Person at Audit Provider:		Telephone Number:	

<sup>1</sup>Lease-Up Period = Time from Occupancy Certificate Receipt to 90% Occupancy Achievement  
<sup>2</sup>Economic Occupancy = Actual Rents Received Divided by Gross Potential Rents



## DEVELOPER EXPERIENCE

Complete the information below for each development your organization has carried out within, at minimum, the last five years. List only those developments that have activities, features, and/or are similar in size or type (family, elderly, special needs) to the proposed development. Do not include developments that do not have a certificate of occupancy. Attach additional copies of this form as needed.

Development Name: Regency Apartments		City, State: Mishawaka, Indiana		Developer Contact Name: David Nankin		Telephone Number: 847-432-9700	
Development Type: <input type="checkbox"/> New Construction <input type="checkbox"/> Rehabilitation <input checked="" type="checkbox"/> Acquisition/Rehabilitation		Type of Subsidy: <input checked="" type="checkbox"/> None (Market) <input type="checkbox"/> Section 8 <input type="checkbox"/> Rural Housing <input type="checkbox"/> Section 42 <input type="checkbox"/> Tax-Exempt Bond Financing <input type="checkbox"/> Other:		Placed-in-Service Date: n/a		Number of Total Units: 132  Number of Low-Income Units: 0	
Is permanent financing in place? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have you had to make capital contributions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		No. of Months in Lease-Up Period <sup>1</sup> n/a		Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup> Physical 89.4%      Economic 89.4%			
Development Lender: Berkadia		City, State: Chicago, IL		Contact Person: Matthew Ewig		Telephone Number: 262-542-1050	
Development Equity Provider: n/a		City, State: n/a		Contact Person: n/a		Telephone Number: n/a	
Has the development ever had a financial audit performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the financial statement year:		If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern? <input type="checkbox"/> Yes <input type="checkbox"/> No		Contact Person at Audit Provider:		Telephone Number:	



<sup>1</sup>Lease-Up Period = Time from Occupancy Certificate Receipt to 90% Occupancy Achievement  
<sup>2</sup>Economic Occupancy = Actual Rents Received Divided by Gross Potential Rents

# **Financial Statements of Organization**

**Annual Statement**

Period = Jan 2015-Dec 2015

Book = Accrual

EOY  
Dec 2015

<b>4000-00</b>	<b>INCOME</b>	
<b>4100-00</b>	<b>Rent Income</b>	
<b>5500-00</b>	<b>Other Income</b>	
5600-00	Management Fee Income	503,643.71
5700-00	Miscellaneous Income	42,500.00
<b>5890-00</b>	<b>Total Other Income</b>	<b>546,143.71</b>
<b>5990-00</b>	<b>TOTAL INCOME</b>	<b>546,143.71</b>
<b>6000-00</b>	<b>EXPENSES</b>	
<b>6001-00</b>	<b>Administrative Expenses</b>	
6050-00	Contributions	2,304.99
6120-00	Professional Fees-Accounting & Tax	13,815.00
6121-00	Professional Fees-Legal	105.00
6150-00	Bank Charges	549.48
6155-00	Permits, Licenses & Fees	825.08
6160-00	Printing	29.27
6175-00	Computer Expenses	1,098.27
6180-00	Dues & Publications	2,879.43
6184-00	Education and Training	692.10
6185-00	Travel-Airline	703.50
6186-00	Travel-Hotel	676.85
6187-00	Entertainment & Meals	13,056.54
6188-00	Parking & Misc. Transportation	384.14
6200-00	Office Telephone	3.86
6210-00	Paging & Portable Phones	4,954.73
6220-00	Office Supplies	114.43
6225-00	Postage	365.31
6240-00	Employee Hiring Expenses	13,943.52
6245-00	Office and Miscellaneous Administration	1.89
<b>6290-00</b>	<b>Total Administrative</b>	<b>56,503.39</b>
<b>6500-00</b>	<b>Operating Expenses</b>	
6700-00	Gifts and Party	2,779.01
7020-00	Management Fee	33,840.00
7050-00	Automobile	5,266.72
7100-00	Janitorial - Common Areas	36.58
<b>7199-00</b>	<b>Total Operating</b>	<b>41,922.31</b>
<b>7200-00</b>	<b>Payroll and Benefits</b>	
7210-00	Office Salaries	104,937.62
7225-00	Temp/Seasonal Help	1,068.02
7230-00	Employee Bonuses	13,673.10
7240-00	Payroll Processing	4,206.72

**Annual Statement**

Period = Jan 2015-Dec 2015

Book = Accrual

		EOY Dec 2015
7250-00	Payroll Taxes	9,908.13
7260-00	Workman's Comp Insurance	1,605.18
7265-00	Disability Insurance	-27.79
7270-00	Health Insurance	2,622.41
7280-00	Employee 401-K Plan/Pension	344.59
7290-00	Life Insurance	38.76
<b>7299-00</b>	<b>Total Payroll &amp; Benefits</b>	<b>138,376.74</b>
<b>7300-00</b>	<b>Utilities</b>	
7310-00	Electricity - Common	199.02
7350-00	Gas - Common	195.37
<b>7499-00</b>	<b>Total Utilities</b>	<b>394.39</b>
<b>8400-00</b>	<b>Taxes &amp; Insurance</b>	
8440-00	Taxes and Licenses	295.00
8460-00	Other Insurance	3,185.00
<b>8499-00</b>	<b>Total Taxes &amp; Insurance</b>	<b>3,480.00</b>
<b>8670-00</b>	<b>Total Operating Expenses</b>	<b>240,676.83</b>
<b>8699-00</b>	<b>NET OPERATING INCOME</b>	<b>305,466.88</b>
<b>8700-00</b>	<b>Depreciation &amp; Amortization</b>	
8780-00	Depreciation-Equipment	10,200.00
<b>8790-00</b>	<b>Total Depreciation &amp; Amortization</b>	<b>10,200.00</b>
<b>8800-00</b>	<b>Financial Expense</b>	
8815-00	Other Interest Expense	1,142.95
8860-00	Service Fees	460.00
<b>8890-00</b>	<b>Total Financial Expense</b>	<b>1,602.95</b>
8905-00	Gain on Sale of Equipment	1,250.00
8920-00	Guaranteed Payment	255,000.00
<b>9090-00</b>	<b>NET INCOME</b>	<b>39,913.93</b>

**Income Statement**

Period = Jan 2016-Jul 2016

Book = Accrual

	Period to Date		Year to Date	
		%		%
<b>4000-00</b>	<b>INCOME</b>			
<b>4100-00</b>	Rent Income			
<b>5500-00</b>	Other Income			
5600-00	Management Fee Income	0.00	289,336.35	0.00
5700-00	Miscellaneous Income	0.00	21,100.02	0.00
<b>5890-00</b>	<b>Total Other Income</b>	<b>0.00</b>	<b>310,436.37</b>	<b>0.00</b>
<b>5990-00</b>	<b>TOTAL INCOME</b>	<b>0.00</b>	<b>310,436.37</b>	<b>0.00</b>
<b>6000-00</b>	<b>EXPENSES</b>			
<b>6001-00</b>	Administrative Expenses			
6050-00	Contributions	0.00	500.00	0.00
6120-00	Professional Fees-Accounting & Tax	0.00	14,850.00	0.00
6150-00	Bank Charges	0.00	56.95	0.00
6155-00	Permits, Licenses & Fees	0.00	299.17	0.00
6160-00	Printing	0.00	69.00	0.00
6175-00	Computer Expenses	0.00	637.94	0.00
6180-00	Dues & Publications	0.00	7,922.19	0.00
6184-00	Education and Training	0.00	874.00	0.00
6187-00	Entertainment & Meals	0.00	10,390.10	0.00
6188-00	Parking & Misc. Transportation	0.00	637.32	0.00
6210-00	Paging & Portable Phones	0.00	1,423.56	0.00
6220-00	Office Supplies	0.00	32.64	0.00
6225-00	Postage	0.00	78.19	0.00
<b>6290-00</b>	<b>Total Administrative</b>	<b>0.00</b>	<b>37,771.06</b>	<b>0.00</b>
<b>6500-00</b>	Operating Expenses			
7020-00	Management Fee	0.00	20,400.00	0.00
7050-00	Automobile	0.00	2,907.48	0.00
<b>7199-00</b>	<b>Total Operating</b>	<b>0.00</b>	<b>23,307.48</b>	<b>0.00</b>
<b>7200-00</b>	Payroll and Benefits			

**Income Statement**

Period = Jan 2016-Jul 2016

Book = Accrual

	Period to Date	%	Year to Date	%
7210-00	Office Salaries	63,131.62	63,131.62	0.00
7240-00	Payroll Processing	2,365.09	2,365.09	0.00
7250-00	Payroll Taxes	6,050.46	6,050.46	0.00
7260-00	Workman's Comp Insurance	763.25	763.25	0.00
7265-00	Disability Insurance	0.94	0.94	0.00
7270-00	Health Insurance	2,779.20	2,779.20	0.00
7280-00	Employee 401-K Plan/Pension	289.35	289.35	0.00
7290-00	Life Insurance	42.70	42.70	0.00
<b>7299-00</b>	<b>Total Payroll &amp; Benefits</b>	<b>75,422.61</b>	<b>75,422.61</b>	<b>0.00</b>
<b>8670-00</b>	<b>Total Operating Expenses</b>	<b>136,501.15</b>	<b>136,501.15</b>	<b>0.00</b>
<b>8699-00</b>	<b>NET OPERATING INCOME</b>	<b>173,935.22</b>	<b>173,935.22</b>	<b>0.00</b>
<b>8700-00</b>	<b>Depreciation &amp; Amortization</b>			
8780-00	Depreciation-Equipment	5,950.00	5,950.00	0.00
<b>8790-00</b>	<b>Total Depreciation &amp; Amortization</b>	<b>5,950.00</b>	<b>5,950.00</b>	<b>0.00</b>
<b>8800-00</b>	<b>Financial Expense</b>			
8815-00	Other Interest Expense	552.77	552.77	0.00
8860-00	Service Fees	395.00	395.00	0.00
<b>8890-00</b>	<b>Total Financial Expense</b>	<b>947.77</b>	<b>947.77</b>	<b>0.00</b>
8920-00	Guaranteed Payment	181,447.81	181,447.81	0.00
<b>9090-00</b>	<b>NET INCOME</b>	<b>-14,410.36</b>	<b>-14,410.36</b>	<b>0.00</b>

# **Subsidy Layering Analysis**

**HOME Program Rental Housing Development - Analysis of Eligible Costs & Minimum Number of HOME-Assisted Units**

**A. HOME ASSISTED UNITS**

The purpose of this section is to assist developers in determining the minimum number of HOME-assisted units for the project. The number of HOME-assisted units is particularly important to rental projects because it will determine the amount of HOME funds available to the project, project rent levels and whether Davis-Bacon wage rules will be required.

1. Project Name: Residences at Library park
2. What is the total residential development budget? \$ 10,734,502
3. How many residential units will be in the project? 49
4. What is the per unit development cost of the activity (development costs/units)? \$ 219,071
5. What is the amount of HOME funds requested from City of Kenosha? \$ 500,000
6. What is the total of HOME funds requested from all sources (i.e. HOME funds from State of Wisconsin jurisdictions)? \$ 500,000
7. The HOME funds from all sources represents what % of the total residential development costs? 4.66%
8. If you multiply the above % by the total number of residential units in the project, the pro-rata share of HOME funds is developing how many units? 2.28

**THIS IS THE MINIMUM NUMBER OF HOME-ASSISTED UNITS REQUIRED.**

9. If this number is greater than 11, the development will be subject to Davis-Bacon wage requirements.
10. Are the HOME-assisted units comparable to the non HOME-assisted units in size and amenities?  Yes  No

RESIDENCES at L'Y PARK  
STATEMENT OF FIDUCIARY ASSETS AND USES

SOURCES OF FUNDS	Construction		Post Construction		Permanent	Building 27.5 Yr/SL	Personal Property 5 Yr/200%	Land Impr. 15 Yr/150%	Amortization	Non Depreciable/ Amortizable	70% PV Eligible Basis	30% PV Eligible Basis	Qualified Rehabilitation Expenditures
	\$		\$										
First Mortgage- WHEDA					300,000								
TIF Loan- KABA	300,000				250,000								
WEDC Funds	250,000				632,000								
KABA Loan		632,000			630,000								
AHP				100	100								
GP Equity		100			1,605,782								
State Historic Equity	321,156				500,000								
HOME	500,000				6,616,196								
LHTC & Federal HTC Equity	2,822,826				197,843								
Deferred Developer Fee					197,843								
Construction Loan	5,646,010			(5,646,010)									
<b>Total Sources Of Funds</b>	<b>\$ 9,840,092</b>	<b>\$</b>	<b>\$ 891,828</b>	<b>\$</b>	<b>10,731,920</b>								
<b>USES OF FUNDS</b>													
<b>Acquisition &amp; Site Costs</b>													
Land Costs													
Building Acquisition													
Abatement & Demolition													
On-Site Improvements (parking lot paving)		424,614						424,614					
<b>Construction Costs</b>													
Rehabilitation	6,127,256				6,127,256								6,127,256
Appliances	202,500				202,500								202,500
Carpeting	100,072				100,072								100,072
Specialties	7,096				7,096								7,096
General Requirements	395,685				395,685								395,685
Contractor Overhead	126,540				126,540								126,540
Contractor Profit	429,483				429,483								429,483
Construction Contingency	754,382				754,382								754,382
Bond Premium	80,574				80,574								80,574
<b>Engineering &amp; Architectural</b>													
Architect & Engineering	365,000				365,000								365,000
Real Estate Attorney	75,000				75,000								75,000
Survey	8,500				8,500								8,500
<b>Construction Interest &amp; Fees</b>													
Const Insur & RE Taxes	40,000				40,000								40,000
Interest During Construction	65,238			170,000	235,238					135,238			100,000
Title & Recording	12,000				12,000								12,000
Const Loan Fee, Legal, Draws, Etc	135,000				135,000				131,351				3,649
<b>Permanent Financing</b>													
Legal Fees	20,000				20,000				20,000				
Origination Fee	15,000				15,000				15,000				
<b>Soft Costs</b>													
Property Appraisal	11,000				11,000								11,000
Market Study	15,000				15,000								15,000
Environmental	13,700				13,700								13,700
Tax Credit Fees	44,000				44,000				44,000				44,000
Historic Consultant	35,000				35,000								35,000
Cost Certification & Accounting	76,952				76,952								76,952
<b>Syndication Costs</b>													
Organization (partnership)	50,000				50,000					50,000			
Opinion	5,000				5,000					5,000			
<b>Developer Fees / Reserves</b>													
Developer's Fee	190,500			571,500	762,000								762,000
Consultant	15,000				15,000								15,000
Operating Reserve				135,328	135,328					135,328			135,328
Lease-up Reserve				15,000	15,000					15,000			15,000
<b>Total Uses Of Funds</b>	<b>\$ 9,840,092</b>	<b>\$</b>	<b>\$ 891,828</b>	<b>\$</b>	<b>10,731,920</b>								

RESIDENCES at LIBRARY PARK  
 FORECAST OF NET CASH FLOW FROM OPERATIONS

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	PAGE
<b>Income</b>																				
Rental Income	\$ 13,247	\$ 293,804	\$ 326,012	\$ 332,533	\$ 339,183	\$ 345,967	\$ 352,886	\$ 359,944	\$ 367,143	\$ 374,486	\$ 381,975	\$ 389,615	\$ 397,407	\$ 405,355	\$ 413,463	\$ 421,732	\$ 430,166	\$ 438,770	\$ 447,545	\$ 456,4
Other Income	303	6,768	7,574	7,725	7,879	8,037	8,198	8,362	8,529	8,700	8,874	9,051	9,232	9,417	9,605	9,797	9,993	10,193	10,397	10,6
Vacancy	(949)	(21,040)	(23,351)	(23,818)	(24,294)	(24,780)	(25,276)	(25,781)	(26,297)	(26,823)	(27,359)	(27,907)	(28,465)	(29,034)	(29,615)	(30,207)	(30,811)	(31,427)	(32,056)	(32,6
TIF Income	29,000	308,532	340,105	347,206	354,458	361,864	369,427	377,152	385,041	393,089	401,328	409,733	378,174	385,738	393,453	401,322	409,349	417,536	425,886	434,4
<b>Effective Gross Income</b>	12,601	308,532	340,105	347,206	354,458	361,864	369,427	377,152	385,041	393,089	401,328	409,733	378,174	385,738	393,453	401,322	409,349	417,536	425,886	434,4
<b>Expenses</b>																				
Operating Expenses	7,126	189,352	208,761	216,054	222,535	229,211	236,087	243,169	250,464	257,978	265,717	273,688	281,889	290,357	299,068	308,039	317,281	326,799	336,603	346,7
Management Fee	756	16,772	18,614	18,986	19,366	19,753	20,146	20,551	20,962	21,382	21,809	22,246	22,690	23,144	23,607	24,079	24,561	25,052	25,553	26,0
Reserve for Replacement	-	7,350	14,700	14,700	14,700	14,700	15,170	15,170	15,170	15,170	15,170	17,787	17,787	17,787	17,787	17,787	19,566	19,566	19,566	19,5
<b>Total Operating Expenses</b>	7,882	212,474	243,075	249,740	256,601	263,664	271,405	279,891	287,596	295,530	303,897	313,721	322,377	331,288	340,462	349,906	361,407	371,417	381,722	392,3
<b>Net Operating Income</b>	4,719	96,059	97,029	97,466	97,856	98,199	97,022	97,262	97,445	97,569	97,632	96,012	55,798	54,450	52,990	51,416	47,941	46,118	44,164	42,0
	67,059	67,159	67,159	66,700	66,167	65,560	65,403	62,634	61,779	60,832	59,793	57,038	55,798	54,450	52,990	51,416	47,941	46,118	44,164	42,0
<b>Debt Service</b>																				
Debt Service - 1st mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service - KAGA	28,380	-	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,056	34,0
Debt Service - HOME	-	-	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Debt Service - TIF	29,000	29,870	30,766	30,766	31,689	32,640	33,619	34,628	35,666	36,736	37,838	38,993	40,200	41,460	42,773	44,139	45,556	47,024	48,543	50,113
<b>Total Debt Service</b>	57,380	63,926	65,826	74,822	75,745	76,695	77,674	78,683	79,722	80,792	81,894	82,048	82,250	82,516	82,787	83,063	83,343	83,626	83,913	84,203
ISCR, excluding TIF	2,36	1,97	1,96	1,96	1,94	1,93	1,86	1,84	1,81	1,79	1,76	1,67	1,64	1,60	1,56	1,51	1,41	1,35	1,30	1,
ISCR- All	1,67	1,52	1,52	1,30	1,29	1,28	1,25	1,24	1,22	1,21	1,19	1,17	1,27	1,24	1,20	1,17	1,09	1,05	1,00	0,
<b>Asset Management Fee</b>	5,000	5,150	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,5
<b>Cash Flow</b>	4,719	33,679	27,954	17,339	16,648	15,877	13,551	12,608	11,574	10,443	9,214	7,244	4,821	3,266	1,592	-	-	-	-	-
<b>Deferred Developer Fee Payment</b>	4,719	33,679	27,954	17,339	16,648	15,877	13,551	12,608	11,574	10,443	9,214	7,244	4,821	3,266	1,592	-	-	-	-	-
<b>Incentive Management Fee</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Available Cash Flow for Distribution</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Allocated As Follows:</b>																				
General Partner	0.01%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Limited Partner	99.99%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**RESIDENCES at LIBRARY PARK  
PROJECTION OF ANNUAL AND CUMULATIVE BENEFIT TO THE LIMITED PARTNER**

Investor Income (Loss) & Federal Credit Allocation	99.99%
Investor State Credit Allocation	99.99%
Investor Cash Flow Allocation	99.99%
Individual Federal Tax Rate	38.0%
Quarterly IRR	6.96%

Year	Capital Contributions	Cumulative Capital Contributions	Taxable Income (Loss)	Tax Savings (Cost)	Annual Federal Tax Credit	Annual Fed. Historic Credit	Annual St. Historic Credit	Annual Credits & Tax Savings (Costs)	Cash Distributions	Annual Benefit (Costs)	Cumulative Benefit (Costs)	Cumulative Net Benefit (Investment)
2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2017	(2,822,826)	(2,822,826)	(190,510)	72,400	19,516	1,889,155	-	1,981,071	-	1,981,071	1,981,071	(841,755)
2018	(3,793,370)	(6,616,196)	(404,742)	153,800	444,777	-	-	598,577	-	598,577	2,579,648	(4,036,548)
2019	-	(6,616,196)	(320,904)	121,900	491,596	-	-	613,496	-	613,496	3,193,143	(3,423,052)
2020	-	(6,616,196)	(298,683)	113,500	491,596	-	-	605,096	-	605,096	3,798,239	(2,817,957)
2021	-	(6,616,196)	(285,589)	108,500	491,596	-	-	600,096	-	600,096	4,398,335	(2,217,861)
2022	-	(6,616,196)	(276,949)	105,200	491,596	-	-	596,796	-	596,796	4,995,130	(1,621,066)
2023	-	(6,616,196)	(243,883)	92,700	491,596	-	-	584,296	-	584,296	5,579,426	(1,036,770)
2024	-	(6,616,196)	(242,488)	92,100	491,596	-	-	583,696	-	583,696	6,163,121	(453,074)
2025	-	(6,616,196)	(241,238)	91,700	491,596	-	-	583,296	-	583,296	6,746,417	130,221
2026	-	(6,616,196)	(247,224)	93,900	491,596	-	-	585,496	-	585,496	7,331,913	715,717
2027	-	(6,616,196)	(250,122)	95,000	472,080	-	-	567,080	-	567,080	7,898,992	1,282,797
2028	-	(6,616,196)	(244,256)	92,800	-	-	-	92,800	-	92,800	7,991,792	1,375,597
2029	-	(6,616,196)	(280,809)	106,700	-	-	-	106,700	-	106,700	8,098,492	1,482,297
2030	-	(6,616,196)	(281,822)	107,100	-	-	-	107,100	-	107,100	8,205,592	1,589,397
2031	-	(6,616,196)	(280,992)	106,800	-	-	-	106,800	-	106,800	8,312,392	1,696,197
<b>Total</b>	<b>\$ (6,616,196)</b>	<b>\$ (6,616,196)</b>	<b>\$ (4,090,211)</b>	<b>\$ 1,554,100</b>	<b>\$ 4,869,137</b>	<b>\$ 1,889,155</b>	<b>\$ -</b>	<b>\$ 8,312,392</b>	<b>\$ -</b>	<b>\$ 8,312,392</b>	<b>\$ 8,312,392</b>	<b>\$ 1,938,192</b>

from IRR tab

Sale Assumption Reflected Below

SALE \$	789,822	\$	241,995	\$	241,995	\$	241,995	\$	241,995	\$	8,554,387	\$	1,938,192
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	Annual Expense	Expense per Unit 49	% Gross Potential Rent
<b>Administrative</b>			
Marketing & Advertising	3,524	71.91	1.1%
Management Fee (6%)	18,249	485.00	5.7%
Legal/Partnership	2,777	56.67	0.9%
Accounting/Audit	8,352	170.44	2.6%
Administrative	4,295	87.64	1.3%
Compliance Fe	1,470	0.00	0.5%
<b>Subtotal Administrative</b>	38,666	789.10	12.1%
<b>Maintenance:</b>			
General Maintenance	17,586	358.89	5.5%
Repairs	4,343	88.64	1.4%
Equipment Repair	4,343	88.64	1.4%
Equipment and Supplies	2,172	44.32	0.7%
Other:	1,657	33.82	0.5%
<b>Subtotal Maintenance</b>	30,101	614.30	9.4%
<b>Operating:</b>			
Lighting & Power	7,239	147.73	2.3%
Water/Sewer	8,000	208.36	2.5%
Heat, A/C & Hot Water	11,930	692.44	3.7%
Trash Removal	4,455	90.91	1.4%
Payroll/Payroll Taxes	50,000	1,103.18	15.6%
Hazard Insurance (P&L)	13,475	275.00	4.2%
Pest Control	1,633	33.33	0.5%
Snow Removal	3,267	66.67	1.0%
Other: Ground Lease	10,136	62.51	3.2%
<b>Subtotal Operating</b>	110,134	2,247.64	34.5%
<b>Real Estate Taxes:</b>	43,000	877.55	13.5%
<b>Total Annual Expenses</b>	221,901	4,528.59	69.4%
<b>Replacement Reserve:</b>	14,700	300.00	4.6%
<b>Total Annual Expenses w/ Reserves</b>	236,601	4,829	74.0%

**Certification of Government Assistance (sign one of the two statements)**

I/we, the applicant(s) for HOME funds, hereby certify that **other form(s) of government assistance** are or will be provided to the referenced project, and that the City of Kenosha Department of Community Development & Inspections will be kept apprised as to any change in status, or amount, of the other form(s) of government assistance. The following other form(s) of government assistance will be provided to the project:

Type of Assistance	Amount of Assistance
Type of Assistance	Amount of Assistance
Type of Assistance	Amount of Assistance

Applicant Printed Name	Applicant Signature	Date
------------------------	---------------------	------

If LLC, list LLC Name and Authorized Signer	By: Authorized Signature	Date
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**OR**

I/we, the applicant(s) for HOME funds hereby certify that **no other form(s) of government assistance** are being provided now or in the future to the referenced project, and that if other government assistance should be sought in the future, I/we will notify the City of Kenosha Department of Community Development & Inspections as to the source(s), amount(s), and other required information promptly.

Applicant Printed Name	Applicant Signature	Date
------------------------	---------------------	------

<b>Legacy Property Management Services, LLC</b>		9/13/16
If LLC, list LLC Name and Authorized Signer	By: Authorized Signature David Nankin Managing Member	Date

**TO:** Mayor John M. Antaramian  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Mike Maki, Community Development & Inspections *MM*

**RE:** **Programmatic Agreement between the City of Kenosha, Housing and Urban Development, Community Development Block Grant Program and the Wisconsin Historical Society, State Historic Preservation Officer**

**DATE:** November 16, 2016

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The City of Kenosha is required to complete a Section 106 review application for all projects that are funded with Federal Funds and to forward review determinations to the Wisconsin Historical Society for concurrence or denial.

The Section 106 process requires agencies to consider the effects of projects they carry out, approve or fund on historic properties. Part of the review also requires analysis of whether a property currently not listed on the National Register of Historic Places meets the criteria for listing on the National Register. The Section 106 application allows the State to comment on those projects through a thirty (30) day review period. The desired end result is that an activity does not have a detrimental effect on a listed or potential historic property or district.

Currently, the City is required to submit projects funded with CDBG, HOME Program and Neighborhood Stabilization funds to the State for review. This includes construction projects completed by Habitat for Humanity, CDBG projects, grant and loan projects, and street resurfacing projects, regardless if the project affects a historic property. The required thirty (30) day review period leads to project delays, especially for time-critical projects such as furnace or water heater replacements and requires more Staff time to research and complete applications.

The attached Agreement has been recommended by the State Historical Society as a means to reduce the number of applications that the agency is required to review. Many other cities across the State have approved the same Agreement. The Agreement provides for exemptions from submission of some Section 106 review applications to the State of Wisconsin Historical Society.

The following types of activities are some examples of activities that would not require submission of a Section 106 application to the State Historical Society:

- Properties less than fifty (50) years old;
- Properties over fifty (50) years old that previously were determined not eligible for the National Register of Historic Places;
- Street resurfacing projects that do not disturb a larger area than previously disturbed;
- Emergencies in response to natural and human-induced disasters;
- Non-construction work;

- Replacement or repair of utility service lines;
- Some exterior building repairs;
- kitchen and bathroom remodeling and some interior work;
- Installation of new furnaces and water heaters;
- Repair or replacement of electrical and plumbing systems or fixtures.

The Agreement:

- Requires a single Staff person as a point of contact;
- Require the City to maintain records of Section 106 activities that were not submitted to the Wisconsin Historical Society for a minimum period of three (3) years;
- Would remain in force for ten (10) years from final execution;
- Could be terminated by either party within thirty (30) days of notice by the terminating party.

Please contact me at 653-4038 or [mmaki@kenosha.org](mailto:mmaki@kenosha.org) if you have any questions.

MM:ks  
Attachment

**PROGRAMMATIC AGREEMENT**  
**Between**  
**The CITY of KENOSHA,**  
**HOUSING and URBAN DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
**And**  
**The WISCONSIN HISTORICAL SOCIETY,**  
**STATE HISTORIC PRESERVATION OFFICER**

WHEREAS, CITY of Kenosha (hereinafter CITY), now and may in the future administer the following programs or serve as the responsible entity for a grant recipient that is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant program and which may include, among others:

**Community Development Block Grant Program - Entitlement**  
**HOME Program**  
**Lead Hazard Reduction Program**  
**Neighborhood Stabilization Program**

Hereinafter referred to as "Programs," under statutes that authorize HUD to provide for assumption of environmental responsibilities by recipients of the HUD assistance and other responsible entities, including the CITY, in accordance with HUD's Environmental Review Procedures, as set forth in 24 CFR Part 58, published in the Federal Register on April 30, 1996, and as may be amended from time to time; and

WHEREAS, the CITY has determined that the implementation of these programs may have an effect on properties included in, or eligible for inclusion in, the National Register of Historic Places (NRHP), pursuant to Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f) and its implementing regulations, "Protection of Historic and Cultural Properties" (36 CFR Part 800); and

WHEREAS, the definitions given in 36 CFR Part 800.16 are applicable throughout this Programmatic Agreement ("PA"); and

WHEREAS, the Wisconsin State Historic Preservation Officer (SHPO) and the CITY agree that this PA does not pertain to any undertaking pursuant to the NHPA and the ACHP's regulations at 36 CFR Part 800 over which a Tribal Historic Preservation Officer (THPO), established pursuant to § 101 (d)(2) of the National Historic Preservation Act of 1966 and further described at 36 CFR § 800.2 (c), retains jurisdiction; and

WHEREAS, this PA does not constitute a Program Alternative pursuant to 36 CFR § 800.14, but clarifies an expedited process, per 36 CFR § 800.3(g), between the CITY and the SHPO to carry out the provisions of 36 CFR §§ 800.3 through 800.5; and

WHEREAS, "The Wisconsin NHPA § 106 Submittal Process" web site (located on the Internet at: [http://www.wisconsinhistory.org/hp/protecting/106\\_intro.asp](http://www.wisconsinhistory.org/hp/protecting/106_intro.asp)) (hereinafter Wisconsin Process) is referenced in and applicable throughout this PA;

WHEREAS, the Appendixes attached hereto are part of and applicable throughout this PA; and

NOW THEREFORE, the CITY and the SHPO agree that the CITY's Programs shall be implemented in accordance with the following stipulations in order to take into account the effect of the Programs on historic properties.

### Stipulations

#### A. Personnel

I. The CITY shall designate a single staff-person point of contact (hereinafter Staff) to facilitate all review activities pursuant to the terms of this PA, and for information exchange between the CITY and the SHPO regarding all review activities covered by the terms of this PA.

II. The CITY shall notify the SHPO annually with the Staff name and contact information.

III. The CITY shall notify the SHPO of any proposed Staff changes. If, at any time through the duration of this PA, the CITY does not have Staff in place to facilitate reviews pursuant to the terms of this PA, then the CITY and the SHPO shall consult to develop alternative administrative procedures for implementing the PA.

#### B. Projects that do not have the Potential to Affect Listed or Eligible Historic Properties

##### I. Non-Ground-Disturbing Undertakings

a. Projects affecting properties that are less than 50 years old, as these projects are considered not eligible for listing on the National Register of Historic Places.

b. Projects affecting properties that are 50 years old or older when such properties previously have been determined not eligible for listing on the NRHP, unless the "not eligible" determination was based on the age of the building being less than 50 years.

c. Undertakings listed in Appendix A involving any property that is listed on the NRHP or is eligible for listing on the NRHP.

d. With respect to Part B. I. Sections a. and b. above, if either the CITY or the SHPO believes that a property may be eligible for listing on the NRHP, then that property-specific undertaking shall not be exempt and shall be reviewed pursuant to other applicable provisions of this PA.

e. The CITY shall retain comprehensive project files for the aforementioned projects so that it may provide adequate documentation to the Council should the CITY receive such a request. Also, this

documentation shall be made available to the SHPO upon request per Part H. below.

II. Ground-Disturbing Undertakings

- a. An undertaking that may disturb ground that has been disturbed previously to a degree greater than currently proposed.
- b. With respect to II. a. above, if the CITY or the SHPO believes that an archeological site that may be eligible for listing on the NRHP or that is listed on the NRHP may be affected by an undertaking, then that site-specific undertaking shall be reviewed pursuant to other applicable provisions of this PA.
- c. The CITY shall retain comprehensive project files for II. a. and b. above so that it may provide adequate documentation to the ACHP should such a request be made. Also, this documentation shall be made available to the SHPO upon request per Part H. below.
- d. If a known historic property is located within the project's area of potential effect, then the undertaking is not excluded from review and the CITY shall carryout the provisions prescribed in C below and in The Wisconsin Process.

C. Undertakings with the Potential to Affect Listed or Eligible Historic Properties

I. Non-Ground-Disturbing Undertakings

- a. Prior to commencing any undertaking that may affect a property either listed on the NRHP or eligible for listing on the NRHP, the CITY shall comply with the following provisions and procedures and shall satisfy the provisions of The Wisconsin Process by completing and submitting to the SHPO the Request for SHPO Comment and Consultation on a Federal Undertaking form (hereinafter Submittal Form) in accordance with the Guidelines.
- b. If the property within the project APE is recorded in the WHPD and has not been formally evaluated by the SHPO, then the CITY shall apply the NRHP criteria to determine whether the property is eligible for listing on the NRHP, and shall carryout the provisions of Attachment A.
- c. If a property is listed on the NRHP, or previously was determined eligible for listing on the NRHP, or is determined eligible for listing on the NRHP through the CITY's evaluation, then the CITY shall continue with the project review pursuant to the terms prescribed in The Wisconsin Process.

II. Ground-Disturbing Undertakings

For undertakings that may cause ground disturbance, or that are not considered to be undertakings that do not have the potential to affect historic

properties pursuant to the terms of this PA, the CITY shall carry out the provisions prescribed in The Wisconsin Process.

D. SHPO Review of Project Submittals

The SHPO shall review all projects submitted to it by the CITY pursuant to the terms outlined in this PA and as prescribed in The Wisconsin Process.

E. Emergencies

The CITY from time to time may conduct undertakings in response to natural and human-induced disasters, including, but not limited to, floods, tornadoes, wind storms and fires. Such undertakings may be exempt from federal environmental review requirements. If the CITY requires an undertaking in response to an emergency, then 36 CFR § 800.12 (b) through (d) shall apply.

F. Special Situations

Accidental discoveries sometimes occur during the course of ground-disturbing activities. In the event that archaeological deposits are discovered during ground-disturbing activities, all such activities within the vicinity of the discovery shall cease until a qualified archaeologist has made an on-site assessment of the discovery. The CITY shall consult with SHPO, and request comment at the soonest possible time (in accord with the Wisconsin Process), to assist the CITY in determining what action should be taken.

G. Documentation

I. Documentation required by the SHPO for consultation per the provisions of this PA shall include, but may not be limited to the “Request for SHPO Comment and Consultation on a Federal Undertaking” form, written descriptions of the project and affected historic properties (if any), reports demonstrating that properties are eligible (or not) for listing in the NRHP, and maps showing specific project locations and APEs.

II. All documentation generated for review purposes under the terms of this PA shall meet the requirements of the Wisconsin Process, and the provisions of 36 CFR § 800.11.

H. Monitoring

I. The CITY shall retain documentation concerning all undertakings carried out pursuant to this PA for a period of three years.

II. The CITY, when requested, shall provide the SHPO a report summarizing the undertakings carried out pursuant to this PA.

III. The CITY shall make available to the SHPO upon request all historic-review-related documentation for projects undertaken pursuant to the provisions of this PA. This periodic review may be carried out to evaluate the adequacy of the provisions of this PA and to assess the CITY compliance with the terms of this PA.

I. Technical Assistance

The SHPO shall notify the CITY of training opportunities and technical assistance to the CITY and help develop training for its grantees in areas of mutual concern and need.

J. Other Laws, Rules, Regulations

I. No provision of this PA, whether express or implied, is intended or designed to exempt either the CITY or the SHPO from their respective obligations, duties and responsibilities pursuant to any provisions of the NHPA § 106 and/or the ACHP's implementing regulations at 36 CFR Part 800 not specifically referenced herein, or the provisions of any other federal, state, or local law, regulation, rule or ordinance not specifically referenced herein.

II. The CITY understands that it may be required to contact and/or consult with individuals, groups and/or units of government including Native American Nations or Tribes throughout the NHPA § 106 review process, consistent with and pursuant to provisions of the NHPA § 106 and the ACHP's regulations at 36 CFR Part 800 not otherwise referenced herein.

III. It is the responsibility of the CITY and the SHPO independently to recognize, understand and carryout each of their respective obligations, duties and responsibilities under the NHPA § 106 and the ACHP's regulations at 36 CFR Part 800 not otherwise referenced herein.

IV All human burial sites in the State of Wisconsin are protected under Wis. Stats. § 157.70, and any undertaking that may affect a human burial site shall be reviewed under the provisions of Wis. Stats. § 157.70, the terms of this PA notwithstanding.

K. Amendments

This PA may be amended if the CITY and the SHPO decide in consultation that the terms need to be revised, updated or changed for any reason.

L. Termination

I. Either the CITY or the SHPO may terminate this PA by providing written notice describing the reason(s) for termination to the other party. This PA shall remain in effect for 30 days from receipt of notice to terminate. The CITY or the

SHPO shall consult prior to actual termination to resolve the written reasons for termination and if possible, to amend the PA accordingly or seek other actions that would prevent termination.

II. In the event that this PA is terminated, then the CITY shall comply with the NHPA, 36 CFR Part 800 and the Wisconsin § 106 Submittal Process for any undertakings that may affect historic properties.

M. Sunset Provision

I. This PA shall remain in force for ten years from the date of the final signature unless the PA is terminated or superseded by another PA.

II. Within six months prior to the expiration of this PA, the CITY and the SHPO agree to meet to negotiate terms for a new PA, extension of the terms of the existing PA, or reversion to the specific provisions of the NHPA and 36 CFR Part 800.

III. If neither party objects to the other in writing, the existing PA (all of its terms in their entirety, except for provision M. Sunset Provision section I) shall renew and shall remain in force for a period of two years from the date of expiration of the existing agreement. At the expiration of the 2-year extension period, this PA shall terminate in its entirety.

N. Civil Rights

The program or activities conducted under this agreement shall be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments Act of 1972, the Age Discrimination Act of 1975, and Americans with Disabilities Act of 1990). They shall also be in accordance with regulations of the Secretary of the United States Department of Agriculture (USDA), which provide that no person in the United States shall be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the USDA or any agency thereof, on the grounds of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status.

City of Kenosha

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John M. Antaramian [Name]

Title: Mayor

The Wisconsin Historical Society, State Historic Preservation Office:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jim Draeger

Title: State Historic Preservation Officer

## APPENDIX A

### UNDERTAKINGS THAT DO NOT HAVE THE POTENTIAL TO AFFECT PROPERTIES THAT ARE LISTED ON OR ARE ELIGIBLE FOR LISTING ON THE NATIONAL REGISTER OF HISTORIC PLACES

*General Guidance: Any activity that repairs existing installations is generally permitted without review by the State Historical Society. Any activity that modifies, enlarges or diminishes an installation may have an effect on a property's historic character and must be reviewed by SHPO.*

#### **Non-Construction Work**

- 1) Acquisition of properties when there is assurance by the CITY that historic structures and buildings will be secured and protected from vandalism, arson, and the elements, pending their rehabilitation, disposal, or reuse.
- 2) Architectural and engineering fees and other non-construction fees and costs.
- 3) Rental or purchase of vehicles or other motorized equipment.
- 4) Rental and installation of scaffolding.
- 5) Temporary bracing or shoring as part of stabilization, provided that it is installed without permanent damage to the building site.

#### **Site Work**

- 6) Installation of temporary, reversible barriers such as chain link fences and polyethylene sheeting and tarps.
- 7) Repair, line painting, resurfacing, and maintenance of existing street, alleys, sidewalks, and curbs, provided that no change in width, surface, vertical alignment, or drainage will result.
- 8) Maintenance and repair of existing built landscape features, including fences, walkways, and statuary.
- 9) Maintenance, repair, and in-kind replacement of existing landscape plantings.
- 10) Upgrading, replacement, and repair of existing utility service lines and sewer systems, as long as work is confined to existing, disturbed (due to initial installation of the utility corridors or rights-of-way).
- 11) Maintenance, repair, and in-kind replacement of street lights, traffic signals, and traffic signs.

### **Building Exterior**

- 12) Repair of porches, cornices, exterior siding, doors balustrades, stairs, or other trim when the repair is done in-kind, matching material and the stylistic appearance of the material being replaced.
- 13) Repair of existing wheelchair ramps, and the installation of temporary ramps.
- 14) Foundation repair of non-stylistic cast-in-place concrete.
- 15) Removal of exterior paint by non-destructive means, limited to:
  - A) Hand scraping;
  - B) Low-pressure water less than 600 p.s.i.;
  - C) Heat plates or hot air guns;
  - D) Chemical paint removers, if the cleaning contract requires that the chemicals be tested on the surfaces to ensure that no damage will result.
- 16) Exterior painting of wood siding, features and trim.
- 17) Exterior painting of brickwork, if existing surfaces are already painted.
- 18) Repair of roofing, gutters, and down spouts, all repair to match material and the stylistic appearance of any replacement material.
- 19) Window repair, including caulking and weather-stripping of existing window frames, installation of new, clear glass in existing sashes, and replacement glazing compound in existing sashes; repair and replacement projects shall be carried out pursuant to Appendix B of this PA.
- 20) Storm window-related installation, repair and replacement projects shall be carried out pursuant to Appendix B of this PA.
- 21) Primary window-related repair and replacement projects shall be carried out pursuant to Appendix B of this PA.
- 22) Installation of storm doors on elevations not facing streets, if the storm doors are undecorated and have a painted finish. (Decorated storm doors include those with false metal hinges, scalloped windows, applied window muntins, and stamped metal to imitate framing members).
- 23) Caulking and weather-stripping with compatibly colored materials.
- 24) Repair or in-kind replacement of signs and awnings.

### **Building Interior**

- 25) Finishing of unfinished basement or attics.

- 26) Repair of existing interior walls. (Note: this applies to limited repair of wall surfaces only. Removal and replacement of entire wall surfaces, and reconstruction of walls is subject to SHPO review).
- 27) Installation of smoke detectors and carbon monoxide detector devices.
- 28) Limited application of new drywall over plaster surfaces if:
  - A) interior trim and features are removed and re-applied in original locations over the new drywall; and,
  - B) no decorative plasterwork exists on the wall surfaces; and,
  - C) all work subject to 25 above.
- 29) In-kind repair and refinishing of interior floors.
- 30) Painting of interior wall or ceiling surfaces.
- 31) Installation of wallpaper.
- 32) Installation of carpeting, provided that installation does not damage any underlying, wood, stone, or terrazzo floor surfaces.
- 33) Replacement of vinyl or similar floor coverings.
- 34) Repair or installation of new basement floors.
- 35) Kitchen and bathroom remodeling, if no walls, windows, or doors are relocated or altered (except per other provisions of this document).

### **Mechanical, Electrical and Plumbing Systems**

- 36) Installation of new furnaces and water heaters, if the work:
  - A) utilizes the existing heat distribution system; and,
  - B) does not result in installation or relocation of chimneys or condenser units; and,
  - C) does not result in removal or replacement of original radiator or radiant heat appliances.
- 37) Upgrading, repair and replacement of electrical systems and plumbing systems and fixtures (Note that removal of original electrical fixtures, and the installation of new electrical fixtures, is subject to SHPO review).
- 38) Asbestos abatement activities that do not involve removal or alteration of interior decorative features.

## APPENDIX B

### WINDOW TREATMENT GUIDELINES

*SHPO does not consider the following to constitute adverse effects. NOTE: All such projects shall be submitted to the SHPO for review pursuant to the terms of this PA.*

#### **Primary Window Repair and Storm Window Installation**

- 1) Window repair, including caulking and weather-stripping of existing window frames, installation of new, clear glass in existing sashes, and replacement glazing compound in existing sashes.
- 2) Installation of storm windows as follows:
  - A) Glass and screen replacement in existing storm window units.
  - B) New wood or baked-enamel-finished metal storm windows, installed on the exterior, provided that they:
    - i) completely fill the original window openings with glazed window units;
    - ii) match the meeting rail (or other major division) pattern of the primary window; and,
    - iii) do not protrude beyond the face of the building.
  - C) New interior storm windows, provided that they:
    - i) completely fill the original interior window opening with glazing;
    - ii) do not cause damage to the original interior trim;
    - iii) match the meeting rail (or other major division) pattern of the primary window; and,
    - iv) are designed to seal completely so as to protect the primary window from condensation damage.

#### **Primary Window Replacement**

1. Replacement of the windows may be approved—after justification for need (damage, irreparable originals, originals are no longer present, etc.; a justification narrative is required for SHPO review)—only if the following conditions are met:
  - A) The muntin patterns must match those of the original windows, as documented in historic photographs or drawings;
  - B) The widths of the new muntins must accurately replicate the widths of the documented muntins;

- C) The new windows must provide a depth of reveal of at least ½ inch between the face of the sash and the glass;
  - D) the windows must either incorporate true divided lights or use applied muntins permanently attached to the interior and exterior frames, and incorporating a sandwiched muntin as well in the case of thermopane glass, in a way that accurately replicates the look of the originals;
  - E) Replacements completely fill the original window opening with glazing—replicate the originals; and,
  - F) Replacements do not cause damage to the original interior trim.
2. With respect to item 1, if no documentation exists of the original windows, the owner may submit for approval drawings or photographs of similar properties.
  3. The use of aluminum or aluminum-clad windows is acceptable; however, the installer must ensure that the aluminum is physically isolated from other, dissimilar metals in order to prevent galvanic corrosion.
  4. Vinyl replacement windows are rarely acceptable. In general, they are poorly made and deteriorate rapidly. Profiles rarely match original wood window elements. Typically, these units are inserted into existing window openings, “downsizing” the window, and reducing the amount of glazing.



**TO:** Mayor John M. Antaramian  
Members of the Common Council  
Members of the Finance Committee

**FROM:** A. Zohrab Khaligian, Community Development & Inspections *AZK*

**RE:** **Approval of the Offer to Purchase property at 1808 53rd Street from D & M Vranak Family Asset Trust. (District 7)**

**DATE:** November 9, 2016

---

Attached please find the Offer to Purchase 1808 53rd Street for \$36,000 which has been executed by the appropriate parties. This document requires approval by the Finance Committee and the Common Council.

The building was constructed in 1893 and was an owner-occupied two family home. The building is vacant. The property was transferred via a Quit Claim Deed to the D & M Vranak Family Asset Trust in 2011 for \$36,000. The current Assessed Value is \$43,400.

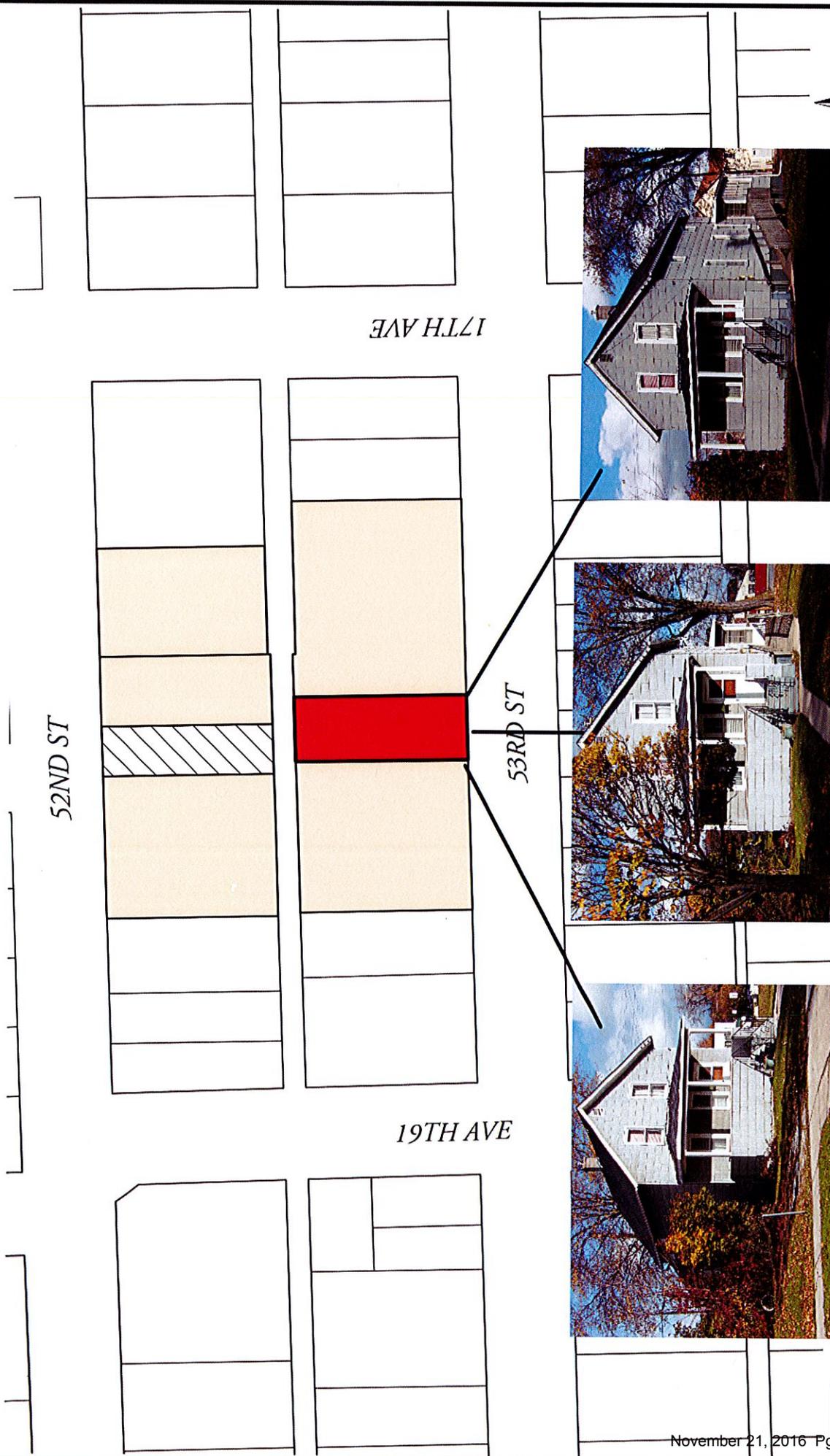
The property is one of two privately owned buildings surrounded by the former CYC buildings and parking lots that were razed in 2013 for future development.

Funds for the acquisition would come from CIP Fund # CD-00-001, Housing and Neighborhood Reinvestment Fund, Miscellaneous Acquisitions. However, the 2016 fund balance is not sufficient to acquire the building in 2016. This is due to ongoing maintenance costs at the Alford Building at 702 58th Street, which was also purchased with this fund. Approval of the Offer is contingent upon the Common Council's approval of \$100,000 for CIP Fund # CD-00-001 in 2017. If the 2017 funding is approved, the Closing will occur after the first of the year.

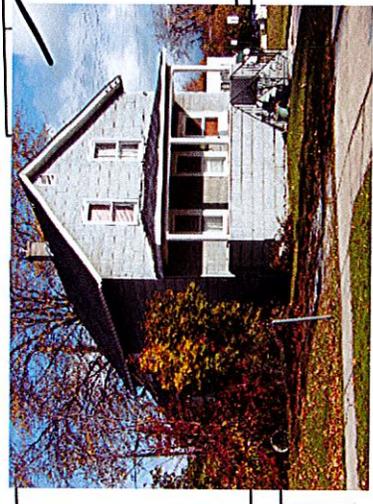
Please contact me at 653-4041 or [zkhaligian@kenosha.org](mailto:zkhaligian@kenosha.org) if you have any questions.

AZK:kas  
Attachment

# General Location Map



-  Subject Property: 1808 53rd Street
-  Former CYC buildings & parking lot
-  1727 52nd Street



**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON September 26, 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, City of Kenosha  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 1808 53rd Street  
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: Thirty-Six Thousand and no/100. \_\_\_\_\_  
9 \_\_\_\_\_ Dollars (\$ 36,000.00 \_\_\_\_\_).

10 ■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ \_\_\_\_\_  
11 will be mailed, or commercially or personally delivered within \_\_\_\_\_ 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: \_\_\_\_\_  
16 \_\_\_\_\_.

17 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_  
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 \_\_\_\_\_. 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): \_\_\_\_\_

39 Buyer's recipient for delivery (optional): Zohrab Khaligian 625 52nd St., Room 308, Kenosha, WI 53140

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): dvrnak@gmail.com

54 E-Mail address for Buyer (optional): zkhaligian@kenosha.org

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 January 31, 2017

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 owners association  
120 assessments, fuel and NONE

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 435-442 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: ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~, which was received by Buyer prior to Buyer  
162 signing this Offer and which were a part of the Offer by ~~XXXXXX~~ **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
163 Buyer waives its right to the Real Estate Condition Report.

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** \_\_\_\_\_

166 \_\_\_\_\_  
167 \_\_\_\_\_  
168 \_\_\_\_\_  
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.

216 **IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.**

217 **N/A 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 **N/A 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 **[N/A] 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 **[N/A] 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: NONE  
 321 \_\_\_\_\_  
 322 \_\_\_\_\_

323 \_\_\_\_\_ If "Time is of the Essence" applies to a date or  
 324 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  
 325 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 NONE  
 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 owners 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 the 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 \_\_\_\_\_ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** 1) Offer is contingent upon approval by the Common Council for the City of  
436 Kenosha on or before December 5, 2016. Failure to do so shall render the Offer null and void. 2) Offer is contingent upon  
437 approval by the Common Council for the City of Kenosha for CIP #CD-00001 (Housing and Neighborhood Reinvestment Fund)  
438 on or before December 1, 2016. Failure to do so shall render the Offer null and void. 3) Seller warrants that the property is vacant.

439 \_\_\_\_\_

440 \_\_\_\_\_

441 \_\_\_\_\_

442 \_\_\_\_\_

443 This Offer was drafted by [Licensee and Firm] William K. Richardson, Assistant City Attorney

444 \_\_\_\_\_ on \_\_\_\_\_

445 (X) [Signature] \_\_\_\_\_ 9/29/16

446 Buyer's Signature ▲ Print Name Here ► City of Kenosha by John M. Antaramian, Mayor Date ▲

447 (X) [Signature] \_\_\_\_\_ 11/3/16

448 Buyer's Signature ▲ Print Name Here ► D&M Varank Family Asset Trust by David Varank, Trustee 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) \_\_\_\_\_

456 Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ 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 ▲

FGLOL1SA

GENERAL LEDGER CURRENT STATUS

15 NOV 16  
08:19 CZOHRABK

FUND: 163 HOUSING & NEIGHBORHOOD DEVELOP	ORIGINAL BUDGET:	0.00
DEPT: 11 CAPITAL PROJECTS	WORKING BUDGET:	200,000.00
ACCT: 51601 CD00-1 ACQUISITION/DEMOLITION	CURRENT MONTH:	0.00
OBJT: 589 CAPITAL IMPROVEMENTS-OTHER	YEAR TO DATE:	196,516.52
PROJ: 000	ENCUMBERED:	0.00
DATE: 11-15-16	(OVER)UNDER BUDGET	3,483.48

DATE	SRC	NUMBER	VENDOR	DESCRIPTION	AMOUNT	TYPE
06/30/16	JE	006505		RES 136-15 CC 11/24	200,000.00	AP
06/09/16	AP	159075	MACEMON INC	3RD RAZING-BASTRUP	20,000.00	EX
06/09/16	PO	160422	MACEMON INC	3RD RAZING-BASTRUP	-20,000.00	EN
04/27/16	AP	157983	AECOM TECHNICAL SERV	6414 28 AV-RAZE SPT	6,366.52	EX
03/29/16	AP	157256	MACEMON INC	3/16 RAZING-BASTRUP	114,500.00	EX
03/29/16	PO	160422	MACEMON INC	3/16 RAZING-BASTRUP	-114,500.00	EN
03/09/16	AP	156725	PACE ANALYTICAL	6415 28 AV-SAMPLES	650.00	EX
02/23/16	AP	156370	MACEMON INC	RAZING-BASTRUP	55,000.00	EX
02/23/16	PO	160422	MACEMON INC	RAZING-BASTRUP	-55,000.00	EN
02/12/16	PO	160422	MACEMON INC	RAZING-BASTRUP	189,500.00	EN

ESC=EXIT F1=PREV JRNL SCRNL F2=NEXT JRNL SCRNL F3=NEXT ACCT F4=PREV ACCT ( )  
 F5=DETAIL F6=JE LISTING F7=AP LISTING F8=PO F11/OBJECT SUMMARY 12=COMMAND

FGLOL1SA

GENERAL LEDGER CURRENT STATUS

15 NOV 16  
08:28 CZOHRABK

FUND: 063 HOUSING & NEIGHBORHOOD DEVELOP	ORIGINAL BUDGET:	0.00
DEPT: 11 CAPITAL PROJECTS	WORKING BUDGET:	200,000.00
ACCT: 51501 CD00-1 ACQUISITION/DEMOLITION	CURRENT MONTH:	0.00
OBJT: 589 CAPITAL IMPROVEMENTS-OTHER	YEAR TO DATE:	163,136.63
PROJ: 000	ENCUMBERED:	0.00
DATE: 11-15-16	(OVER)UNDER BUDGET	36,863.37

DATE	SRC	NUMBER	VENDOR	DESCRIPTION	AMOUNT	TYPE
10/26/16	AP	162434	BINDELLI CONSTRUCTIO	702 58TH ST WINDOW	10,500.00	EX
06/30/16	JE	006506		BAL FWD	200,000.00	AP
06/29/16	AP	159509	LANDMARK TITLE CORPO	ACQ 702 58TH ST	152,636.63	EX

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ESC=EXIT F1=PREV JRNL SCR N F2=NEXT JRNL SCR N F3=NEXT ACCT F4=PREV ACCT ( )  
 F5=DETAIL F6=JE LISTING F7=AP LISTING F8=PO F11/OBJECT SUMMARY 12=COMMAND



FGLDL1SA

GENERAL LEDGER CURRENT STATUS

15 NOV 16  
08:28 CZOHRABK

FUND: 163 HOUSING & NEIGHBORHOOD DEVELOP	ORIGINAL BUDGET:	0.00
DEPT: 11 CAPITAL PROJECTS	WORKING BUDGET:	100,000.00
ACCT: 51301 CD00-1-HOUSING REINVESTMENT	CURRENT MONTH:	0.00
OBJT: 589 CAPITAL IMPROVEMENTS-OTHER	YEAR TO DATE:	100,000.00
PROJ: 000	ENCUMBERED:	0.00
DATE: 11-15-16	(OVER)UNDER BUDGET	0.00

DATE	SRC	NUMBER	VENDOR	DESCRIPTION	AMOUNT	TYPE
06/30/16	JE	006506		BAL FWD	100,000.00	AP
06/29/16	AP	159509	LANDMARK TITLE CORPO	ACQ 702 58TH ST	100,000.00	EX
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ESC=EXIT F1=PREV JRNL SCR N F2=NEXT JRNL SCR N F3=NEXT ACCT F4=PREV ACCT ( )  
 F5=DETAIL F6=JE LISTING F7=AP LISTING F8=PO F11/OBJECT SUMMARY 12=COMMAND

LANDMARK TITLE CORPORATION  
3501 30<sup>th</sup> AVENUE / PO BOX 725  
KENOSHA, WI 53142  
262-658-2066 / FAX: 262-658-0913

PRELIMINARY SEARCH AND HOLD

*NOTE: THIS PRELIMINARY SEARCH IS DONE FOR INFORMATIONAL PURPOSES ONLY*

September 7, 2016

TO: Coldwell Banker Real Estate One  
6809 Green Bay Road  
Kenosha, WI 53142  
Attn: Veronica Flores

RE: Our File No.: LS-144466

Owner: D & M Vranak Family Asset Trust  
Address: 1808 53rd Street, Kenosha, WI  
Tax Key No.: 12-223-31-326-015

Legal Description: Lot 17 and the East ½ of Lot 16 in Block 1 of Theleen's Subdivision of part of the Southwest ¼ of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian, according to the plat and survey of said subdivision on file and of record in the Kenosha County Register of Deeds in and for the County of Kenosha, in the State of Wisconsin and lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin.

Dear Veronica:

As you requested, we have checked the various courts and office in and for the County of Kenosha, State of Wisconsin, for liens and judgments concerning the above captioned property and owner(s), and find the following of record:

1. Mortgage from Amelia Vranak as to the life estate and David J. Vranak and Michael J. Vranak, as to the remainder to Johnson Bank dated February 1, 2008 and recorded in the Kenosha County Register of Deeds office on February 26, 2008 as Document No. 1548768, securing an amount not to exceed \$30,000.00.

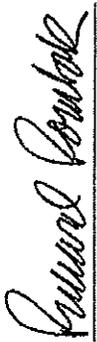
NOTE: Special Assessments for re-inspection fees and weed cutting in the principal amounts of \$280.00, \$460.00 and \$304.00, exclusive of interest or penalties.

The following special assessments appear of record: NONE.

Taxes and assessments for the year 2015 are delinquent in the principal amount of \$783.66; taxes for all prior years are paid in full.

This check is down to 8/21/2016 at 8:00 a.m.

LANDMARK TITLE CORPORATION



BY: Richard Rombak

RR:/TDE/S691081L16L17



## Landmark Title Corporation Privacy Policy

### We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies or others and;
- Information we receive from a consumer reporting agency

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Home : Mayor/Administration : City Council : City Departments : Events : FAQ : Directory

**CITY DEPARTMENTS: ASSESSOR : PROPERTY DATABASE SEARCH:**

Parcel: 12-223-31-326-015  
 Tax Year: 2015

**Tax Bill:**

	Due Date	Amount Due
<b>1st Installment:</b>	01/31/16	\$538.62
<b>2nd Installment:</b>	04/30/16	\$391.83
<b>3rd Installment:</b>	07/31/16	\$391.83
<b>Full Payment:</b>	01/31/16	\$1,322.28

[Printable Tax Bill \(PDF\)](#)

Special Assessment: \$146.78	
Lottery Credit:	
Property Tax Payment Record:	
<b>Original Tax Amount:</b>	<b>\$1,322.28</b>
Tax Payment (01/31/16):	\$538.62
<b>Total Tax Payments Received:</b>	<b>\$538.62</b>
Total Penalty Payments Received:	\$0.00
<b>Tax Due:</b>	<b>\$783.66</b>
Current Penalty Due*:	\$105.79
<b>Balance Due (Tax &amp; Penalty)**:</b>	<b>\$889.45</b>

\*PENALTY: DELINQUENT REAL ESTATE TAXES ARE SUBJECT TO INTEREST OF ONE PERCENT AND PENALTY OF ONE HALF PERCENT (1.5%) (WI STATUTES 74.47) PER MONTH OR FRACTION OF A MONTH, COMPUTED FROM FEBRUARY 1, UNTIL PAID.

This information is issued subject to errors and omissions and shall not be binding upon the City of Kenosha. In accordance with Section 19.21(2), Wisconsin Statutes, you are entitled to examine the public records of the City of Kenosha and verify the information obtained therefrom to your own satisfaction.

Real estate tax and special assessment data excludes any payments appearing on delinquent tax bills due to the County of Kenosha, or contemplated special assessments not yet placed assessment roll.

Data last updated 10/04/16.

[Outstanding Special Charges or Assessments](#)

[Assessment Information](#)

[New Search](#)



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**CITY DEPARTMENTS: ASSESSOR : PROPERTY DATABASE SEARCH:**

**Special Assessments for Parcel 12-223-31-326-015:**

Special Assessment Type:	REINSPECTION FEES	REINSPECTION FEES	WEED CUTTING						
Original Number of Years*:	01	01	01						
Original Billing Amount:	\$280.00	\$460.00	\$304.00						
Remaining Number of Years:	01	01	01						
Remaining Amount Due:	\$280.00	\$460.00	\$304.00						
Current Total Interest Due:	\$14.00	\$14.40	\$5.70						
Current Total Balance Due**:	\$294.00	\$474.40	\$309.70						

\*Original Number of Years - The number of years a portion of the original billing amount is applied to the real estate tax bill, if special assessment is not paid in full. The annual special assessment portion applied to the real estate tax bill is determined by dividing the original billing amount by the original number of years, and then adding accrued interest at a rate of 7.50%.

\*\*Current Total Balance Due - The current total balance due may be paid directly to the City Treasurer, 625-52nd Street, Room 105, Kenosha, WI 53140 (262-653-4020) at any time.

**No Potential Special Assessments for Parcel 12-223-31-326-015**

[New Search](#)



**TO:** Mayor John M. Antaramian  
Members of the Common Council  
Members of the Finance Committee

**FROM:** A. Zohrab Khaligian, Community Development & Inspections *AK*

**RE:** **Approval of the Amended Offer to Purchase property at 1202 60th Street from William C. and Janice R. Deaton Revocable Trust. (Gateway Mortgage) (District 2)**

**DATE:** November 9, 2016

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Attached please find the Amended Offer to Purchase 1202 60th Street, previously Gateway Mortgage, for \$500,000. This document requires approval by the Finance Committee and the Common Council.

The building was constructed in 1958 and is being vacated by Gateway Mortgage as the business relocates to a new building. The current property owner acquired the property in 1987 for \$187,000. The current Assessed Value is \$453,200. The property is located in the area designated for acquisition, relocation, demolition and site preparation for new development in the adopted TID 4 Project Plan Amendment.

Kenosha County submitted the original Offer to Purchase. Their intent was to lease or sell the property to Kenosha Human Development Services (KHDS). KHDS would convert the building into a Kenosha Residential Emergency care center (KARE) and Community Based Residential Facility (CBRF). The CBRF portion will include 18-20 beds which will eliminate the twelve (12) beds that are currently located in a CBRF at 510 60th Street.

The City has assumed the County's Offer to assist in the creation of the facility as well as to ensure the building is reused. There is concern that the property's location, adjacent to the State Probation & Parole Office and multiple used car lots will deter reuse. The City has initiated a new TID 4 Plan Amendment to provide up to \$1,500,000 for the renovation costs. A future Development Grant Agreement is required to transfer the property and provide the TID funding for renovation.

The County's original accepted Offer allowed the County to conduct an Environmental Evaluation, which would include an Environmental Site Assessment (ESA) and other testing. The County only conducted testing of the building to determine if asbestos or other Category 1 contaminants were present. The results were nominal as shown in the attached report.

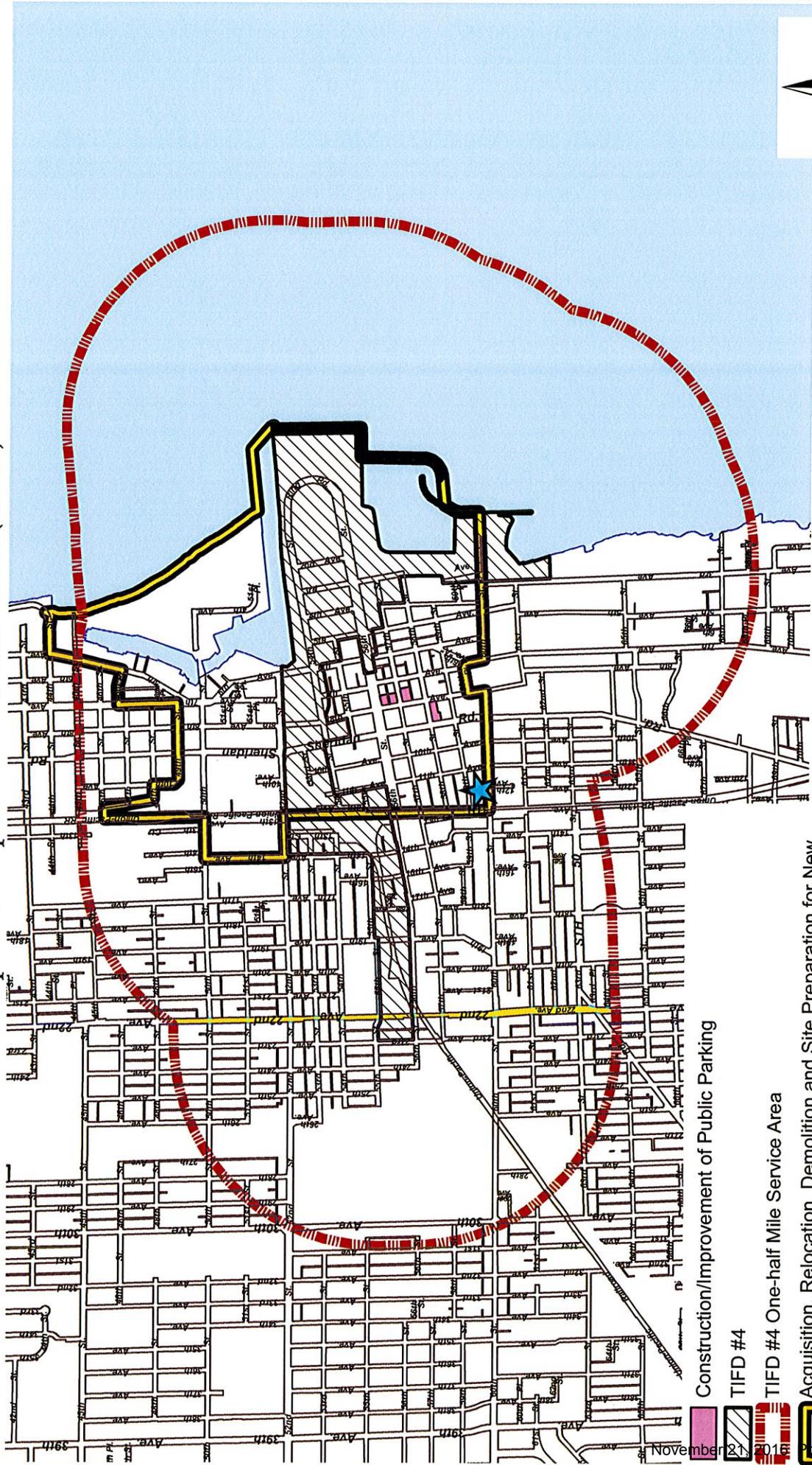
The attached reline Amendment, drafted by the City, would allow the City to conduct the Phase 1 ESA before closing. The County has verbally agreed to it. In addition, the City is proposing to further amend the redline Amendment to transfer the property to the County after the City's closing so the County is included in the chain of title. Should the County accept this further Amendment, Staff will provide a copy of this new Amendment at the earliest possible moment.

Please contact me at 653-4041 or [zkhaligian@kenosha.org](mailto:zkhaligian@kenosha.org) if you have any questions.

AZK:kas  
Attachment

# Tax Incremental Financing District #4 for the City of Kenosha

## Proposed Improvements and Uses (2016)



November 21, 2016

Construction/Improvement of Public Parking

TIFD #4

TIFD #4 One-half Mile Service Area

Acquisition, Relocation, Demolition and Site Preparation for New Development and Public Parking'

22nd Avenue Reconstruction

Subject Property (1202 60th Street)



## AMENDMENT

To Counter-Offer No.2 by Buyer, County of Kenosha

The Counter Offer #2, dated September 2, 2016, and signed by Seller, William C. and Janice R. Deaton Revocable Trust on September 6, 2016, and Buyer, County of Kenosha on September 2, 2016, for sale of real estate described as follows:

1202 60th Street in the City and County of Kenosha, State of Wisconsin, Parcel Number 12-223-31-459-002 is amended as follows:

All terms and conditions, including all deadlines, remain the same as stated in the Counter-Offer No.2, dated September 2,2016, incorporating and amending the Offer to Purchase, dated August 24,2016, and the Counter-Offer No.1, dated August 31, 2016 except the following:

1. Line 3 is hereby amended to read as follows:

"City of Kenosha, a WI municipal corporation having its principle offices at 625 52<sup>nd</sup> Street, Kenosha WI 53140"

2. Line 39 is hereby amended to read: "Zohrab Khaligian, Community Development & Inspections, 625 52nd Street, Kenosha WI 53140"

3. Line 41 is hereby amended to read: "Buyer: (262) 653-4045"

4. Line 48 is hereby amended to read: "Zohrab Khaligian, Community Development & Inspections, 625 52nd Street, Kenosha WI 53140"

5. Line 54 is hereby amended to read: [zkhaligian@kenosha.org](mailto:zkhaligian@kenosha.org)

6. Line 67 is hereby amended to read: "30 days after approval by City of Kenosha Common Council"

7. Line 110 is hereby amended to read: "City of Kenosha Common Council approving this purchase before date of November 30, 2016." Line 113 is hereby amended to read: "All deadlines which reference "date of acceptance" shall be calculated from the date that the Common Council approves the purchase, as in line 110."

8. Line 482 is hereby amended to read: "City of Kenosha, a Wisconsin municipal corporation and political subdivision of the State of Wisconsin"

As consideration for City purchasing the Property for the benefit of the County, County assumes and covenants to undertake and discharge all liabilities of City or County arising from (1) any condition which now exists or may be found to exist in, on, under or about the Property, (2) a determination that the Property or any portion thereof violates any applicable environmental, health, or safety law, ordinance, regulation or ruling, and (3) the presence, use, generation, storage, release, threatened release, or containment, treatment or disposal of any Hazardous Materials. County shall defend, indemnify and hold City harmless from any and all damage, cost, liability and expense which may be incurred by City by reason of, resulting from, in

connection with or arising in any manner from any breach of the covenants contained in this paragraph. The covenants and agreements of County in this paragraph shall survive the Closing and consummation of City's purchase of the Property.

"Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Wisconsin or the United States government.

The intent of this amendment is retain in all ways and aspects the mutually agreed upon Offer to Purchase, as amended by Counter-Offer #1 and #2, with the exception of substituting the City of Kenosha for Kenosha County as the Buyer. No other changes to any term of the agreement is made or intended.

This Amendment is binding upon Seller, Original Buyer, and Substitute Buyer only if a copy of the accepted Amended is signed by all parties on or before November 7, 2016 (Time is of the Essence), unless specifically agreed to by the parties in writing. E-mail shall suffice if it is clear that all parties are in agreement. Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer. Signatures may be on duplicate copies.

This Amendment was drafted by Joseph M. Cardamone III, Kenosha County Corporation Counsel, on October 31, 2016.

## AMENDMENT

### To Counter-Offer No. 2 by Buyer, County of Kenosha

The Counter Offer #2, dated September 2, 2016, and signed by Seller, William C. and Janice R. Deaton Revocable Trust on September 6, 2016, and Buyer, County of Kenosha on September 2, 2016, for sale of real estate described as follows:

1202 60<sup>th</sup> Street in the City and County of Kenosha, State of Wisconsin, Parcel Number 12-223-31-459-002)

is amended as follows:

All terms and conditions, including all deadlines, remain the same as stated in the Counter-Offer No. 2, dated September 2, 2016, incorporating and amending the Offer to Purchase, dated August 24, 2016, and the Counter-Offer No. 1, dated August 31, 2016 except the following:

1. Line 3 is hereby amended to read as follows:

“City of Kenosha, a WI municipal corporation having its principle offices at 625 52<sup>nd</sup> Street, Kenosha WI 53140”

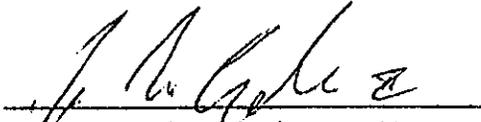
2. Line 39 is hereby amended to read: “Zohrab Khaligian, Community Development & Inspections, 625 52<sup>nd</sup> Street, Kenosha WI 53140”
3. Line 41 is hereby amended to read: “Buyer: (262) 653-4045
4. Line 48 is hereby amended to read: “Zohrab Khaligian, Community Development & Inspections, 625 52<sup>nd</sup> Street, Kenosha WI 53140”
5. Line 54 is hereby amended to read: “[zkhaligian@kenosha.org](mailto:zkhaligian@kenosha.org)”
6. Line 67 is hereby amended to read: “30 days after approval by City of Kenosha Common Council”
7. Line 110 is hereby amended to read: “City of Kenosha Common Council approving this purchase before date of November 30, 2016.”
8. Line 482 is hereby amended to read: “City of Kenosha, a Wisconsin municipal corporation and political subdivision of the State of Wisconsin”

The intent of this amendment is retain in all ways and aspects the mutually agreed upon Offer to Purchase, as amended by Counter-Offer #1 and #2, with the exception of substituting the City of Kenosha for Kenosha County as the Buyer. No other changes to any term of the agreement is made or intended.

This Amendment is binding upon Seller, Original Buyer, and Substitute Buyer only if a copy of the accepted Amended is signed by all parties on or before November 7, 2016 (Time is of the Essence), unless specifically agreed to by the parties in writing. E-mail shall suffice if it is clear that all parties are in agreement. Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer. Signatures may be on duplicate copies.

This Amendment was drafted by Joseph M. Cardamone III, Kenosha County Corporation Counsel, on October 31, 2016.

Original Buyer: Kenosha County, a Municipal Corporation



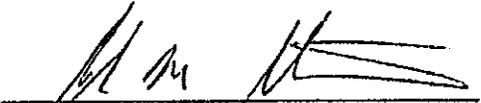
By: Joseph M. Cardamone, III  
Kenosha County Corporation Counsel

10/31/16

Date

All terms and conditions of this Amendment are hereby accepted.

Substitute Buyer: City of Kenosha, a Municipal Corporation



By: John Antaramian, Mayor  
City of Kenosha

10-31-16

Date

Seller: William C. and Janice R. Deaton Revocable Trust



By: W. Craig Deaton  
Its: Trustee

10/31/16

Date



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 XX  
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 30 days after approval by Kenosha County Board of Supervisors.  
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 \_\_\_\_\_  
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 100-115  
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 **THIS PROPERTY IS NOT LEASED.**

96 \_\_\_\_\_, insert additional terms, if any, at lines 100-115 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 (a) ~~(NONE)~~ **[STRIKE ONE]** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 307). 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) ~~XXXXXX~~; (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** This offer is contingent upon:  
110 A. Kenosha Co. Board of Supervisors (County Board) passing a resolution approving this purchase before date of November 30, 2016.  
111 B. Seller freely and voluntarily enters into this agreement and, after reading and understanding booklet "The Rights of Landowners Under  
112 Eminent Domain Law," voluntarily waives all rights under such law and accepts the terms of this agreement as full and complete compensation.  
113 C. All time deadlines which reference "date of acceptance" shall be calculated from the date that the County Board approves purchase, as in A.  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: serving as a Community Based Rehab Facility (CBRF).

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  
126 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
128 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 ability to occupy building for purpose of maintaining a CBRF

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 thirty (30) 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 and other as needed.

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 30 (thirty) 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 10 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 Domiciliary letters or other probate documents which demonstrate authority to deed property and sign legal papers

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 15 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 lien is attached to the Property that is not in compliance with state or local lien 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 Buyer may conduct inspections, testing or environmental assessments upon 24 hours advance notice.

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 60 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, life 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 liens or encumbrances.

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

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

352 = **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  
353 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.  
354 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

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

360 = **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
361 commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank), showing title to the  
362 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  
363 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

364 = **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within  
365 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  
366 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver  
367 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  
368 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does  
369 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable  
370 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

378  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
379 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**  
380 ("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  
381 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
382 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
383 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
384 had actual knowledge or written notice before signing the Offer.

385 = **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 15 days of acceptance,  
386 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
387 Assessment report to which Buyer objects (Notice of Defects).

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

389 = **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  
390 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  
391 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  
392 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  
393 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  
394 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

398 **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  
 396 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.

Property Address: 1202 - 60th Street, Kenosha, WI

450  INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 437-448). 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 entire property

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 20 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)~~ **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] Joseph M. Cardamone III, Kenosha County Corporation Counsel  
481 \_\_\_\_\_ on August 25, 2016

482 Buyer Entity Name (if any): County of Kenosha, a Wisconsin municipal corporation and political subdivision of the State of Wisconsin

483 (X) [Signature] \_\_\_\_\_ August 29, 2016  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Mr. Joseph M. Cardamone III, Kenosha County Corp. Counsel 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) Patricia Gilmoro

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): William C & Janice R Deaton Revocable Trust

493 (X) \_\_\_\_\_  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Craig Deaton, Trustee \_\_\_\_\_ Date ▲

495 (X) \_\_\_\_\_  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ \_\_\_\_\_ 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] WCO 8/31/16  
500 Seller Initials ▲ \_\_\_\_\_ Date ▲ Seller Initials ▲ \_\_\_\_\_ Date ▲

**COUNTER-OFFER**

**Counter-Offer No. 1 by Seller, William C. and Janice R. Deaton Revocable Trust**

The Offer to Purchase dated August 24, 2016, and signed by Buyer County of Kenosha, a municipal corporation, for purchase of real estate described as follows:

1202 60<sup>th</sup> Street in the City of Kenosha, County of Kenosha State of Wisconsin (PIN: 12-223-31-459-002)

is rejected and the following Counter-Offer is hereby made:

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

1. Strike lines 57-60 of the Offer to Purchase. The Property is being sold in "As Is, Where Is" condition with no representations or warranties being made by the Seller as to the condition or fitness of the Property. Buyer to rely solely on its own due diligence to determine the fitness, condition and suitability of the Property for Buyer's intended use.
2. Line 67 is hereby amended to state as follows:

"This transaction is to be closed no later than the last to occur of the following: (i) December 5, 2016 or (ii) 30 days after approval by Kenosha County Board of Supervisors unless an earlier closing date is mutually agreed between the parties.

3. Buyer acknowledges and agrees that Seller may use all or a portion of the purchase proceeds to effect a 1031 exchange. Buyer agrees to execute any and all assignments and other documents necessary to allow Seller to effect a 1031 exchange.

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Seller on or before September 8, 2016 (Time Is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer.

NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 29-32 of the Offer to Purchase.

This Counter-Offer was drafted by Attorney Nicholas J. Infusino of Madrigrano, Aiello and Santarelli, LLC on August 30, 2016.

*(Signature Page Follows)*

**SELLER: William C. and Janice R. Deaton Revocable Trust**

W. Craig Deaton  
By: W. Craig Deaton  
Its: Trustee

8/31/16  
Date

**All terms and conditions of this Counter-Offer #1 are hereby accepted.**

**BUYER: KENOSHA COUNTY,  
a municipal corporation**

\_\_\_\_\_  
Mr. Joseph M. Cardamone, III,  
Kenosha County Corp. Counsel

\_\_\_\_\_  
Date

**COUNTER-OFFER**

**Counter-Offer No. 2 by Buyer, County of Kenosha**

The Counter Offer #1, dated August 31, 2016, and signed by Seller, William C. and Janice R. Deaton Revocable Trust, for sale of real estate described as follows:

1202 60<sup>th</sup> Street in the City and County of Kenosha, State of Wisconsin, Parcel Number 12-223-31-459-002)

Is rejected and the following Counter-Offer is hereby made:

All terms and conditions remain the same as stated in the Seller's Counter-Offer No. 1, dated August 31, 2016, incorporating and amending the Offer to Purchase, dated August 24, 2016, except the following:

- 1. Line 386 is hereby amended to read as follows:

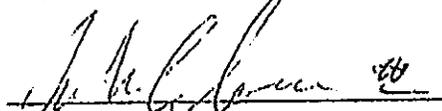
"CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance"

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Buyer on or before September 8, 2016 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer.

NOTE: The party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 29-32 of the Offer to Purchase.

This Counter-Offer was drafted by Joseph M. Cardamone III, Kenosha County Corporation Counsel, on September 2, 2016.

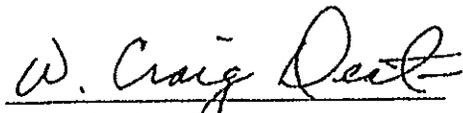
Buyer: Kenosha County, a Municipal Corporation

  
By: Joseph M. Cardamone, III  
Kenosha County Corporation Counsel

9/2/16  
Date

All terms and conditions of this Counter-Offer #2 are hereby accepted.

Seller: William C. and Janice R. Deaton Revocable Trust

  
By: W. Craig Deaton  
Its: Trustee

9/6/16  
Date



**ASBESTOS INSPECTION REPORT**

**Job Site:**

**Gateway Mortgage Group  
1202 60<sup>th</sup> Street  
Kenosha, Wisconsin**

**For:**

**Kenosha County  
Attn: Mike Schrandt  
912 56<sup>th</sup> Street  
Kenosha, Wisconsin 53140**

**DJK Report No.: 16-09143**

A handwritten signature in black ink, appearing to read "D-K", is written over a horizontal line.

**Daniel Kachelmeier  
Asbestos Inspector No. AII – 13665**

**Prepared by:**

**DJK Environmental, LLC  
498 River Street  
Wild Rose, Wisconsin 54984  
WEBSITE: [www.djkenvironmental.com](http://www.djkenvironmental.com)**

## TABLE OF CONTENTS

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## INTRODUCTION

DJK Environmental, LLC (DJK) was retained by **Mike Schrandt on behalf of Kenosha County** to conduct an inspection for possible asbestos containing materials at the Gateway Mortgage Company located 1202 60<sup>th</sup> Street, Kenosha, Wisconsin

Mike Schrandt, authorized DJK to conduct a building survey and to analyze samples taken during the inspection.

The inspection included floor tile & stair treads with associated mastics and flue packing to determine if asbestos containing materials were present within the space as required by *US EPA NESHAP regulation 40 CFR 61 Subpart M*.

## BUILDING SURVEY

**On September 14, 2016, DJK conducted an asbestos inspection of the Gateway Mortgage Company scheduled for renovation, located at 1202 60<sup>th</sup> Street, Kenosha, Wisconsin. The inspection was conducted by Daniel Kachelmeier, Wisconsin Inspector Certification Number AII – 13665.**

The inspection included 3 elements:

1. A visual determination as to the extent of suspect materials within the buildings.
2. Quantification of observable positive materials existing within the spaces.
3. Quantification of Category I Non Friable Materials to be disposed of as C&D waste at an approved landfill. This material cannot be recycled.

## THE LABORATORY

### METHOD OF ANALYSIS

Current US EPA NESHAP regulations state asbestos materials means material containing more than 1% asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763 Section I, Polarized Light Microscopy. Refer to 29 CFR 1926.1101 (Construction) and 29 CFR 1910.1001 (General Industry) for specific OSHA requirements.

## FINDINGS

The materials identified as suspect asbestos containing materials (ACM) floor tile & stair treads with associated mastics and flue packing. These materials were sampled and the following results were noted:

Sample #	Location and Description	Results
1a	1st floor – hallway/stairwell – tan floor tile	None Detected
1b	1 <sup>st</sup> floor – hallway/stairwell – black floor tile mastic	None Detected
2a	1st floor – stairwell – gray stair treads	None Detected
2b	1st floor – stairwell – stair tread mastic	None Detected
3	Mechanical room – on chimney – flue packing	None Detected

## FINDINGS

**Black floor tile mastic is asbestos containing. Total Quantity is Approx. 60 Sq. Ft. Floor Tile Mastic MUST be removed by Wisconsin Certified Asbestos Professionals.**

## CATEGORY I NON FRIABLE (Assumed Asbestos Containing)

**Roof                      Rolled Rubber Roofing**

## NOTES

Note#1: If additional materials are discovered during renovation or demolition that are not listed above they are to be assumed to be asbestos containing.

Note#2: A copy of this report should be transmitted to the renovation or demolition contractor.

## EXCLUSIONS

**No visible or accessible areas or material were excluded from this scope of work.**

DJK is not and shall not represent the building owner as its agent or representative for the purpose of the US EPA/NESHAP and/or the WDNR/NR447 regulations, as owner/operator.

## LIMITATIONS

The care and skill given to our procedures insures the most reliable test results possible. DJK utilizes Schneider Laboratories for our Polarized Light Microscopy, unless otherwise specified by the client. The findings and conclusions of DJK represent our professional opinions extrapolated from limited data. Significant limited data is gathered during the course of the preliminary asbestos specific site assessment. No other warranty is expressed or implied. Prior to any abatement or renovation activities, it is recommended that DJK be provided the opportunity to review such plans in order that the inspection and assessments contained herein are properly interpreted and implemented.

**PRE-DEMOLITION ENVIRONMENTAL CHECKLIST**

This guide lists materials and products commonly found in buildings with examples. It is not intended as a substitute for reading the rules and statutes and making your own independent determination of their applicability to your demolition project. These examples presented here do not represent an exhaustive listing of types of materials that may be required to be removed from the building prior to demolition.

### **ASBESTOS**

Persons conducting inspections for asbestos must hold a valid asbestos inspector certification card issued by the State of Wisconsin, Dept. of Health & Family Services. **Please follow the Asbestos Inspection and Sampling Protocol for Buildings to be Demolished or Renovated.**

### **CFCs and HALONS**

Equipment that may contain CFCs and Halons:

<u>N/A</u>	Air Conditioners (roof top, room, and central)
<u>N/A</u>	Dehumidifiers
<u>N/A</u>	Heat Pumps
<u>N/A</u>	Refrigerators, Freezers, <u>Chillers</u>
<u>N/A</u>	Vending Machines, Food Display Cases
<u>N/A</u>	Walk-in Coolers
<u>N/A</u>	Water Fountains (bubblers)
<u>N/A</u>	Fire Extinguishers (both portable and installed HALON suppression systems)
<u>N/A</u>	Water Coolers

### **LEAD**

Lead or Lead Based Paint (LBP) is common in many older buildings. When recycling construction and demolition debris, be aware that wood containing lead paint may not be chipped and spread for landscaping. State law also prohibits the sale or transfer of any fixture or other object containing LBP that might be placed upon any surface of a dwelling, which is ordinarily accessible to children.

**MERCURY**

Products that may contain mercury:

**LIGHTING**

- N/A      Fluorescent Lights
- N/A      Bulbs
- N/A      High Intensity Discharge
  - Metal Halide
  - High Pressure Sodium
  - Mercury Vapor
- N/A      Neon
- N/A      Switches for lighting using mercury relays
  - Look for any control associated with exterior or automated lighting systems such as "Silent" wall switches.

**HVAC**

Check thermostats and any control associated with air handling units for switches containing mercury.

**HEATING, VENTILATING AND AIR CONDITIONING SYSTEMS**

- 1      Old Thermostats
- N/A      Aquastats
- N/A      Firestats
- N/A      Manometers
- N/A      Thermometers

**BOILERS, FURNACES, HEATERS AND TANKS**

- N/A      Mercury Flame Sensors by pilot lights
- N/A      Manometers, Thermometers, Gauges
- N/A      Pressure-trol
- N/A      Float or Level Controls
- N/A      Space Heaters

## ELECTRICAL SYSTEMS

<u>N/A</u>	Load Meters and Supply Relays
<u>N/A</u>	Phase Splitters
<u>N/A</u>	Microwave Relays
<u>N/A</u>	Mercury Displacement Relays

### PCBs

For electrical devices manufactured prior to 1987, it is safe to assume that they contain PCBs and should be managed accordingly. Most equipment manufactured after this time will say "PCB Free". The following is a list of areas in a building where PCBs may be found:

<u>N/A</u>	Transformers
<u>N/A</u>	Capacitors (appliances, electronic equipment)
<u>N/A</u>	Heat Transfer Equipment
<u>N/A</u>	Light Ballasts
<u>N/A</u>	Specialty Paints (such as for swimming pools or other industrial applications)
<u>N/A</u>	Sumps or Oil Traps (in maintenance and industrial facilities)

## OTHER ENVIRONMENTAL ISSUES

<u>N/A</u>	Hazardous Waste
<u>N/A</u>	Oil Tanks
<u>N/A</u>	Well Abandonment
<u>N/A</u>	Junk Auto Tires
<u>N/A</u>	Junk Vehicles

## LABORATORY RESULTS



Analysis Report

# Schneider Laboratories Global, Inc

2512 W. Cary Street • Richmond, Virginia • 23220-5117  
804-353-6778 • 800-785-LABS (5227) • Fax 804-359-1475

**Customer:** DJK Environmental, LLC (4553)  
**Address:** 498 River Street  
Wild Rose, WI 54984

**Order #:** 184592

**Attn:**  
**Project:**  
**Location:** 1202 S 60th St Kenosha  
**Number:**

**Received** 09/15/16  
**Analyzed** 09/18/16  
**Reported** 09/19/16

**PO Number:**

**Method:** EPA 600/R-93/116 & 600/M4-82-020

### PLM Analysis

Sample ID	Collected	Cust. ID	Location	Asbestos Fibers	Other Materials
184592-001	09/14/16	1	1202 S 60th St		
Layer 1: Floor Tile Tan, Organically Bound				None Detected	100% NON FIBROUS MATERIAL
Layer 2: Mastic Black, Bituminous				2% CHRYSOTILE	98% NON FIBROUS MATERIAL
184592-002	09/14/16	2	1202 S 60th St		
Layer 1: Floor Tile Gray, Rubbery				None Detected	100% NON FIBROUS MATERIAL
Layer 2: Mastic Brown, Brittle/Soft				None Detected	100% NON FIBROUS MATERIAL
184592-003	09/14/16	3	1202 S 60th St		
Layer 1: Granular Material Gray, Granular				None Detected	100% NON FIBROUS MATERIAL

**Analyst:** Abdelfadiel, Elsamani  
**Total layers analyzed on order:** 5  
184592-09/19/16 10:47 AM

**Reviewed By:** Hind Eldanaf  
Microscopy Supervisor

Reporting Limit: 1% PLM analysis is based on Visual Estimation and NESHAP recommends that any asbestos content less than 10 percent be verified by PLM Point Count or TEM Analysis. The EPA recommends that any vermiculite sample with a trace (<1) or greater amount of asbestos is a concern and should be treated as Asbestos Containing Material (ACM). This report must not be reproduced except in full with the approval of the laboratory. The test results reported relate only to the samples submitted.



**DJK CERTIFICATION**

**ASBESTOS INSPECTOR**  
 Issued By  
**STATE OF WISCONSIN**  
 Dept. of Health Services

Daniel James Kachelmeyer  
 8624 W Lappan St  
 West Allis WI 53214-4317

		147 lbs	5' 07"
AIL 13665	Exp: 09/24/2017	07/22/1978	Male

Training due by: 09/24/2017



Brock Portilia  
Director – Finance & Admin  
Ph: 262.925.3468  
bportilia@kaba.org

---

DATE: October 5, 2016

TO: Jeffrey Labahn, AICP  
Director of City Development, City of Kenosha

Frank Pacetti  
City Administrator, City of Kenosha

FROM: Brock Portilia, Director – Finance & Administration  
Kenosha Area Business Alliance, Inc.

RE: KABA 2016 3<sup>rd</sup> Quarter Loan Reports

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In accordance with the terms in KABA's current City/Federal assisted project contracts, we are pleased to provide you with the quarterly reports for the period ending September 30, 2016. The enclosed reports are for the following projects:

1. Business Retention & Expansion Program Summary Report
2. City RLF Loan Fund
3. City TID #4 Downtown Loan Fund
4. UDAG Loan Fund

These reports have also been submitted for the City Finance Committee and all City Council Members.

Should you have any questions regarding the attached or desire additional information, please contact me at your convenience.

Brock

Enclosures

cc: City Finance Director  
Council Members

# Business Retention & Expansion (BR|E) Report

October 2016

Presented by: Heather Wessling, Vice President of Economic Development  
at the October 18, 2016 Board of Directors meeting

## Company Visits

- Met with 71 companies from January 1, 2016 to September 30, 2016.
- Recent visits include UTC Aerospace, ARVATO Digital, FNA Group, Volkswagen and Tecomet.
- Strong growth continues in advanced manufacturing and distribution. Soft spots include smaller companies operating in the supply chain for larger manufacturers reliant on agriculture and energy.

## Key Takeaways

- Companies balance new product development with continued pressure for cost reduction in existing products. As a result, majority of companies seek ways to automate and utilize floor space efficiently.
- Companies are increasingly willing to work with and build community resources to improve our competitive workforce, not only for their own company but for the community as a whole.
- KABA can assist to optimize manufacturers' efforts by providing more opportunities for companies to learn from each other.

## Follow-Up Actions

- Implementation Matrix: Create an action plan to disperse best practices in recruitment, hiring and retention practices by W.E. Upjohn Institute melded with recommendations from our companies facing significant hiring demands.
- Manufacturers Forum: Develop a series of topics outlined for 2017 emphasizing participation from GM's and front line supervisors to improve metrics, manage multiple shifts, share best practices in strategic planning, safety and quality. Include company leads from Asyst Technologies, Rehrig Pacific and Puratos in the design of the series.

## Key Metric

- Executives citing recruitment and hiring challenges emphasize that it is increasingly difficult in a competitive environment to recruit, hire and retain talent, both in numbers needed and skill sets required to work in the industry.
- We asked those executives who were actively pursuing candidates (1/2 of all interviewed) to identify critical positions and to answer this: Is hiring difficulty attributed more to lack of suitable candidates available in the community versus lack of suitable candidates skilled or available in the industry?



## BR|E – 2016 On-site Company Visits

1. 1/6/2016 Southwire
2. 1/12/2016 The Blast Shop
3. 1/18/2016 Compass Minerals
4. 1/20/2016 ST Specialty Foods
5. 1/22/2016 Expanded Technologies
6. 1/26/2016 Ocean Spray
7. 1/26/2016 MG Design
8. 1/28/2016 EJOT
9. 1/28/2016 SERVPRO
10. 2/2/2016 Thyssen Krupp
11. 2/11/2016 Regulatory Compliance Associates
12. 2/12/2016 Abatron
13. 2/17/2016 American Job Shop
14. 2/17/2016 Anderson Manufacturing
15. 2/19/2016 Johnson Bank
16. 2/24/2016 Asyst Technologies
17. 2/24/2016 Asyst Automation
18. 2/26/2016 MG Design
19. 3/4/2016 Affiliated Foods Midwest
20. 3/9/2016 Gordon Food Service
21. 3/9/2016 Good Foods Group
22. 3/15/2016 SuperValu
23. 3/16/2016 InSinkErator
24. 3/16/2016 Niagara
25. 3/21/2016 Kenall
26. 3/21/2016 ZF Electronics
27. 3/21/2016 MRS
28. 3/29/2016 Rehrig Pacific
29. 3/30/2016 Monarch Plastics
30. 4/7/2016 Five Star Fabricating
31. 4/15/2016 Bone Dry Products
32. 4/19/2016 Puratos
33. 4/21/2016 OFFSITE
34. 4/22/2016 Meijer
35. 4/25/2016 Clark Dietz
36. 5/4/2016 Commercial Plastics
37. 5/10/2016 Gourmet Foods International
38. 5/10/2016 Fair Oaks Farms
39. 5/11/2016 Volkswagen
40. 5/13/2016 L & M Corrugated
41. 5/18/2016 VPC Innovations
42. 5/18/2016 Puratos
43. 5/19/2016 Snap-On
44. 5/20/2016 Uline
45. 6/15/2016 Pacific Sands
46. 6/15/2016 Amazon
47. 6/24/2016 Industrial Toolz/Handi Ramps

- 48. 7/6/2016 Commercial Plastics
- 49. 7/6/2016 Diegan & Associates
- 50. 7/11/2016 LMI Packaging
- 51. 7/11/2016 Visko Teepak
- 52. 7/14/2016 Frier Manufacturing
- 53. 7/14/2016 Honeywell
- 54. 7/14/2016 Cordeck
- 55. 7/21/2016 Toolamation
- 56. 7/26/2016 Riley Construction
- 57. 7/28/2016 Leeward & Associates
- 58. 8/4/2016 Medtorque
- 59. 8/8/2016 Hanna Cylinders
- 60. 8/8/2016 Kenosha Metal Products
- 61. 8/9/2016 EMCO Chemical
- 62. 8/19/2016 Doheny's
- 63. 8/19/2016 The Metal Shop
- 64. 8/24/2016 Kem Krest/Formerly USI
- 65. 9/6/2016 UTC Aerospace
- 66. 9/14/2016 Glacier State Distribution
- 67. 9/15/2016 Contact Rubber Corporation
- 68. 9/16/2016 United Hospital System
- 69. 9/22/2016 The Blast Shop
- 70. 9/22/2016 ARVATO Digital Services
- 71. 9/30/2016 Wilmot Mountain Resort
- 72. 10/6/2016 Martin Petersen Company
- 73. 10/6/2016 Specialized Accounting Services
- 74. 10/6/2016 FNA Group
- 75. 10/7/2016 Pfizer
- 76. 10/7/2016 Volkswagen
- 77. 10/10/2016 Tecomet
- 78. 10/12/2016 Kenosha Beef

**KENOSHA AREA BUSINESS ALLIANCE  
City Revolving Loan Fund  
Quarterly Status Report \***

Period July 1, 2016 through September 30, 2016

Bank Account Balance as of 7/1/16:	\$ 843,999.00	
Plus Loan Principal & Interest Received:	\$ 30,208.50	(1)
Plus Bank Interest Income:	\$ 339.09	
Plus CD Proceeds (Incl. Interest):	\$ -	
Plus Loan & Service Income:	\$ -	
Less Loan Disbursements:	\$ -	
Less CD Purchases:	\$ -	
Less Bank/Loan/Service/Legal Expenses:	\$ -	
Less Administrative Allocation for 2016:	\$ -	
Less City Branding Sponsorship Fee:	\$ -	
Balance In Bank Account as of 9/30/16:	<u>\$ 874,546.59</u>	
Less Outstanding Commitments as of 9/30/16:		
Less Approved Loans (Commitments Pending):	<u>\$ -</u>	
Balance Available for Loans:	<u><u>\$ 874,546.59</u></u>	

(1) Pacific Sands, Inc in default: Legal counsel working on collection

\* See attached summary for all active loans in this account.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE**  
For the Nine Months Ended September 30, 2016

Loan Origination Date		Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 9/30/2016	Interest Receipts YTD 9/30/2016	Principal Balance 9/30/2016	Current Interest Rate
	<b>City Revolving Loan Fund (CITY/RLF)</b>							
May-11	OFFSITE, LLC	\$ 300,000.00	\$ 259,803.78		\$ 8,527.77	\$ 7,681.05	\$ 251,276.01	3.25%
Dec-11	Cast, LLC	\$ 100,000.00	\$ 81,046.42		\$ 3,994.01	\$ 3,567.88	\$ 77,052.41	6.00%
May-12	Pacific Sands, Inc.	\$ 125,000.00	\$ 66,064.76		\$ 7,352.29	\$ 1,578.46	\$ 58,712.47	6.00%
Jul-13	Converting Solutions, Inc.	\$ 26,600.00	\$ 18,345.01		\$ 18,345.01	\$ 351.99	\$ -	4.50%
Dec-14	DHT (Toolamation Services)	\$ 253,750.00	\$ 381,022.27		\$ 9,417.02	\$ 13,425.79	\$ 371,605.25	4.75%
Nov-15	War Eagle Investments, LLC (GEM Mfg.)	\$ 375,000.00	\$ 373,964.34		\$ 8,381.22	\$ 13,884.96	\$ 365,583.12	5.00%
Dec-15	GFI Midwest, LLC	\$ 250,000.00	\$ 250,000.00		\$ 14,225.03	\$ 5,104.57	\$ 235,774.97	3.00%
	<b>Total</b>	<b>\$ 1,430,350.00</b>	<b>\$ 1,430,246.58</b>	<b>\$ -</b>	<b>\$ 70,242.35</b>	<b>\$ 45,594.70</b>	<b>\$ 1,360,004.23</b>	

**KENOSHA AREA BUSINESS ALLIANCE  
City TID #4 Downtown Revolving Loan Fund  
Quarterly Status Report \***

Period July 1, 2016 through September 30, 2016

Bank Account Balance as of 7/1/16:	\$ 646,643.78
Plus Funds Received from City	\$ -
Plus Loan Principal & Interest Received:	\$ 10,044.99
Plus Bank Interest Income:	\$ 299.97
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2016:	\$ -
Balance In Bank Account as of 9/30/16:	<u>\$ 656,988.74</u>
Less Outstanding Commitments as of 9/30/16:	\$ -
Less Approved Loans (Commitments Pending):	\$ 208,420.00
Balance Available for Loans:	<u><u>\$ 448,568.74</u></u>

\* There were no loans in arrears as of this report date.

\* See attached summary for all active loans in this account.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE**  
For the Nine Months Ended September 30, 2016

Loan Origination Date		Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 9/30/2016	Interest Receipts YTD 9/30/2016	Principal Balance 9/30/2016	Current Interest Rate
	<b>City TID #4 Downtown Kenosha RLF</b>							
Jun-14	Mike's Kenosha Downtown Tavern	\$ 180,000.00	\$ 158,326.91		\$ 11,428.85	\$ 5,748.10	\$ 146,898.06	5.00%
Dec-14	MIKA Brands (Kitchen Cubes)	\$ 100,000.00	\$ 96,782.18		\$ 2,334.82	\$ 3,590.69	\$ 94,447.36	5.00%
Jul-15	Cast, LLC	\$ 118,400.00	\$ 116,947.66		\$ 2,691.52	\$ 4,340.99	\$ 114,256.14	5.00%
	<b>Total</b>	<b>\$ 398,400.00</b>	<b>\$ 372,056.75</b>	<b>\$ -</b>	<b>\$ 16,455.19</b>	<b>\$ 13,679.78</b>	<b>\$ 355,601.56</b>	

**KENOSHA AREA BUSINESS ALLIANCE  
Urban Development Action Grant Loan Fund  
Quarterly Status Report \***

Period July 1, 2016 through September 30, 2016

Bank Account Balance as of 7/1/16:	\$ 1,121,393.89
Plus Loan Principal & Interest Received:	\$ 61,869.39
Plus Bank Interest Income:	\$ 469.24
Plus CD Proceeds (Incl. Interest):	\$ -
Plus Loan & Service Income:	\$ -
Less Loan Disbursements:	\$ -
Less CD Purchases:	\$ -
Less Bank/Loan/Service/Legal Expenses:	\$ -
Less Administrative Allocation for 2016:	\$ -
Balance In Bank Account as of 9/30/16:	<u>\$ 1,183,732.52</u>
Less Outstanding Commitments as of 9/30/16:	
Less Approved Loans (Commitments Pending):	\$ -
Balance Available for Loans:	<u><u>\$ 1,183,732.52</u></u>

\* There were no loans in arrears as of this report date.

\* See attached summary for all active loans in this account.

**KENOSHA AREA BUSINESS ALLIANCE, INC. AND ITS SUBSIDIARY**  
**LOAN FUND/ADVANCE RECEIVABLE ANALYSIS SCHEDULE**  
For the Nine Months Ended September 30, 2016

Loan Origination Date		Original Principal Balance	Principal Balance at 1/1/2016	Current Year Borrowings	Principal Receipts YTD 9/30/2016	Interest Receipts YTD 9/30/2016	Principal Balance 9/30/2016	Current Interest Rate
	<b>Urban Development Action Grant Revolving Loan Fund (UDAG)</b>							
Jan-07	Garetto Real Estate, LLC	\$ 500,000.00	\$ 347,043.70		\$ 26,607.54	\$ 10,074.35	\$ 320,436.16	4.00%
Jun-10	Kenosha National, LLC	\$ 197,500.00	\$ 79,294.44		\$ 16,088.53	\$ 2,707.25	\$ 63,205.91	5.00%
Dec-11	Bradshaw Medical, Inc.	\$ 600,000.00	\$ 381,820.46		\$ 44,059.06	\$ 8,152.19	\$ 337,761.40	3.25%
May-11	OFFSITE, LLC	\$ 500,000.00	\$ 433,006.45		\$ 14,212.94	\$ 12,801.73	\$ 418,793.51	4.00%
May-11	Rustic Ventures, LLC	\$ 82,500.00	\$ 43,147.26		\$ 8,973.70	\$ 1,175.42	\$ 34,173.56	4.00%
Dec-11	Cast, LLC	\$ 40,000.00	\$ 32,418.75		\$ 1,597.57	\$ 1,427.15	\$ 30,821.18	6.00%
Jun-14	Mike's Kenosha Downtown Tavern	\$ 70,000.00	\$ 61,571.63		\$ 4,444.52	\$ 2,235.37	\$ 57,127.11	5.00%
Aug-14	The Blast Shop	\$ 140,000.00	\$ 116,779.68		\$ 13,627.34	\$ 4,153.69	\$ 103,152.34	5.00%
Mar-14	Toolamation Services (DHT)	\$ 96,960.00	\$ 87,639.91		\$ 9,264.73	\$ 2,819.75	\$ 78,375.18	4.50%
	<b>Total</b>	<b>\$ 2,226,960.00</b>	<b>\$ 1,582,722.28</b>	<b>\$ -</b>	<b>\$ 138,875.93</b>	<b>\$ 45,546.90</b>	<b>\$ 1,443,846.35</b>	

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 20

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursement for the period from 10/16/16 through 10/31/16 and have approved the disbursement as follows:

1. Checks numbered from 162274 through 162624 as shown on attached listing consisting of:

a.	Debt Service	<u>-0-</u>
b.	Investments	<u>-0-</u>
c.	All Other Disbursements	<u>2,556,127.80</u>
	<b>SUBTOTAL</b>	<u>2,556,127.80</u>

PLUS:

2.	City of Kenosha Payroll Wire Transfers from the same period:	<u>1,282,903.10</u>
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<b>TOTAL DISBURSEMENTS APPROVED</b>	<u>3,839,030.90</u>
-------------------------------------	---------------------

\_\_\_\_\_  
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,

*Carol L. Stancato*  
\_\_\_\_\_  
November 21, 2016 Pg. 256  
Director of Finance

FISCAL NOTE  
CITY OF KENOSHA

DEPARTMENT OF FINANCE

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #20

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 11/01/2016

Prepared By: *Nb*

Reviewed By:

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162274	10/19	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	10/16 4703 19 AVE	255.00
			110-09-56501-259-569	10/16 1619 26 ST	72.12
			110-09-56501-259-569	09/16 1403 68 ST	72.00
				..... CHECK TOTAL	399.12
162275	10/19	THE AFTERMARKET PARTS CO	520-09-50201-347-000	09/16-BUS PARTS	1,047.48
			520-09-50201-347-000	09/16-BUS PARTS	923.32
			520-09-50201-347-000	09/16-BUS PARTS	779.00
			520-09-50201-347-000	09/16-BUS PARTS	779.00
			520-09-50201-347-000	09/16-BUS PARTS	195.54
			520-09-50201-347-000	09/16-BUS PARTS	180.70
			520-09-50201-347-000	09/16-BUS PARTS	167.90
			520-09-50201-347-000	09/16-BUS PARTS	6.10
	..... CHECK TOTAL	4,079.04			
162276	10/19	CHESTER ELECTRONICS SUPPLY	206-02-52205-344-000	09/16 FD PARTS & MAT	43.07
			520-09-50201-347-000	09/16 TD PARTS & MAT	30.49
			520-09-50201-347-000	09/16 TD PARTS & MAT	28.98
			520-09-50201-347-000	09/16 TD PARTS & MAT	20.37
			206-02-52205-385-000	09/16 FD PARTS & MAT	7.00
			520-09-50201-347-000	09/16 TD PARTS & MAT	1.18
			520-09-50201-347-000	09/16 TD CREDIT	5.00CR
				..... CHECK TOTAL	126.09
162277	10/19	VIKING ELECTRIC SUPPLY	632-09-50101-235-000	09/16 SE ELECTRICAL	179.44
			632-09-50101-235-000	09/16 SE ELECTRICAL	66.64
				..... CHECK TOTAL	246.08
162278	10/19	HWY C SERVICE	110-05-55109-369-000	09/16-PA SERVICE/PAR	2,953.00
162279	10/19	ICMA RETIREMENT TRUST	110-00-21572-000-000	ICMA	56,786.66
			110-00-21599-000-000	10/1-15/16 DEDCTS	11,277.18
			110-00-21524-000-000	ICMA ROTH 457	560.00
		..... CHECK TOTAL	68,623.84		
162280	10/19	KENOSHA JOINT SERVICES	110-02-52111-251-000	OCT 2016 JOINT SVCS	226,932.00
			110-02-52202-251-000	OCT 2016 JOINT SVCS	56,733.00
				..... CHECK TOTAL	283,665.00

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162281	10/19	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	OCT 2016 ANIMAL CNTR	12,480.60
162282	10/19	KENOSHA NEWS	520-09-50106-311-000	BUS SCHEDULES	3,466.00
			110-01-50101-321-000	10/16-CD BANE NELSON	83.94
			110-01-50101-321-000	10/16-CD FERATI PUBL	38.34
				..... CHECK TOTAL	3,588.28
162283	10/19	M A TRUCK PARTS	630-09-50101-393-000	09/16 SE MATERIALS &	12,731.55
			110-02-52203-344-000	09/16 FD MATERIALS &	1,545.59
			520-09-50201-347-000	09/16 TD REPAIR PART	245.18
			501-09-50106-344-000	09/16 PA MATERIALS &	124.22
			110-05-55109-344-000	09/16 PA MATERIALS &	97.82
			206-02-52205-344-000	09/16 FD MATERIALS &	41.24
				..... CHECK TOTAL	14,785.60
162284	10/19	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	11/16 PREMIUM	13,290.24
			110-09-56304-156-000	11/16 PREMIUM	6,601.09
			110-00-15601-000-000	11/16 PREMIUM	1,642.70
			110-00-15201-000-000	11/16 PREMIUM	914.29
			520-09-50101-156-000	11/16 PREMIUM	399.38
			110-00-15202-000-000	11/16 PREMIUM	368.51
			631-09-50101-156-000	11/16 PREMIUM	255.38
			110-00-14401-000-000	11/16 PREMIUM	107.16
			521-09-50101-156-000	11/16 PREMIUM	79.06
			632-09-50101-156-000	11/16 PREMIUM	67.62
			520-09-50201-156-000	11/16 PREMIUM	55.76
			520-09-50105-156-000	11/16 PREMIUM	52.48
			520-09-50301-156-000	11/16 PREMIUM	42.26
			501-09-50101-156-000	11/16 PREMIUM	31.68
			520-09-50401-156-000	11/16 PREMIUM	29.99
			520-09-50403-156-000	11/16 PREMIUM	27.61
			501-09-50103-156-000	11/16 PREMIUM	7.87
				..... CHECK TOTAL	23,973.08
162285	10/19	WINGFOOT COMMERCIAL TIRE	630-09-50101-393-000	09/16-SE TIRES/SERVI	442.54
			630-09-50101-393-000	09/16-SE TIRES/SERVI	287.08
				..... CHECK TOTAL	729.62
162286	10/19	SHOPKO STORES	110-02-52203-382-000	09/16 FD MERCHANDISE	72.86
			206-02-52205-318-000	09/16 FD MERCHANDISE	56.89
			110-02-52103-365-000	09/16 FD MERCHANDISE	39.98
			110-02-52103-311-000	09/16 FD MERCHANDISE	27.95
				..... CHECK TOTAL	197.68

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162287	10/19	KENOSHA COUNTY	110-02-52105-283-000	OCT 16 MONTHLY RENT	9,704.67
162288	10/19	WE ENERGIES	110-01-51801-221-000	8/31-10/02	5,893.57
			520-09-50301-221-000	8/31-10/02	4,345.54
			520-09-50401-221-000	8/30-9/29	2,348.65
			521-09-50101-221-000	9/01-10/03	2,340.35
			521-09-50101-221-000	9/02-10/04	1,594.44
			110-05-55109-221-000	8/30-9/29	1,337.08
			110-02-52203-221-000	8/29-9/28	1,300.25
			110-03-53109-221-000	8/30-9/29	1,268.20
			110-03-53109-221-000	8/31-10/02	1,172.87
			110-01-51802-221-000	912 35TH ST	987.28
			110-03-53103-221-000	8/30-9/29	958.45
			110-02-52203-221-000	9/01-10/03	826.18
			110-03-53109-221-000	9/01-10/03	802.99
			110-03-53109-221-000	9/02-10/04	671.22
			110-03-53109-221-000	8/08-9/07	375.69
			110-03-53109-221-000	8/29-9/28	338.49
			110-05-55111-221-000	8/30-9/29	236.80
			110-01-51801-222-000	8/30-9/29	231.55
			110-02-52110-221-000	8/30-9/29	153.13
			110-03-53103-222-000	8/29-9/28	109.67
			110-03-53103-221-000	8/29-9/28	104.20
			110-02-52203-222-000	8/28-9/28	78.99
			110-05-55109-221-000	8/16-9/15	78.89
			110-05-55111-222-000	8/30-9/29	75.11
			110-05-55111-221-000	8/31-10/02	74.50
			110-02-52203-222-000	9/01-10/03	68.47
			633-09-50101-222-000	8/29-9/28	64.38
			110-02-52203-222-000	8/30-9/29	54.95
			110-05-55109-221-000	9/02-10/04	54.11
			110-05-55109-221-000	09/16 ELECTRIC	48.06
			521-09-50101-222-000	9/01-10/03	39.01
			632-09-50101-222-000	8/29-9/28	32.64
			110-05-55109-222-000	8/29-9/28	32.64
			110-03-53116-222-000	8/29-9/28	31.91
			520-09-50401-222-000	9/01-10/03	25.50
			110-05-55102-221-000	8/31-10/02	22.41
			110-02-52203-222-000	8/29-9/28	20.68
			110-01-51802-221-000	2210 52ND ST	18.21
			110-02-52110-222-000	8/30-9/29	14.47
			110-02-52103-222-000	9/05-10/04	9.57
				..... CHECK TOTAL	28,241.10

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162289	10/19	WIS DEPT OF NATURAL RESOURCE	420-11-51310-589-000	KEP TESTING	700.00
162290	10/19	REINDERS INC.	524-05-50101-344-000	REPAIR TORO EQUIP	2,216.97
162291	10/19	DON'S AUTO PARTS	630-09-50101-393-000 630-09-50101-393-000	09/16 SE #3172 PARTS 10/16 SE #2282 PARTS ..... CHECK TOTAL	647.87 99.39 747.26
162292	10/19	CARRICO AQUATIC RESOURCES	110-05-55111-246-000 110-05-55111-359-000 110-05-55111-246-000 110-05-55111-246-000 110-05-55111-246-000	SENSORS DE POWDER LATERAL ADAPTER ADAPTER ..... CHECK TOTAL	439.11 269.04 196.22 21.67 21.67 947.71
162293	10/19	INLAND DETROIT DIESEL	520-09-50201-347-000	09/16-TD#4027 PARTS	758.09
162294	10/19	LARK UNIFORM, INC.	110-01-51601-367-000 110-01-51601-367-000	07/16-CD UNIFORMS AN 09/16-CD UNIFORMS AN ..... CHECK TOTAL	1,374.51 47.09 1,421.60
162295	10/19	LOWE'S	110-05-55109-361-000 110-05-55109-344-000 501-09-50105-361-000 110-02-52203-382-000 110-05-55109-382-000	09/16 PA MERCHANDISE 09/16 PA MERCHANDISE 09/16 SW MERCHANDISE 09/16 FD MERCHANDISE 09/16 PA MERCHANDISE ..... CHECK TOTAL	725.79 161.42 137.16 44.92 40.55 1,109.84
162296	10/19	THREE T'S TRUCKING INC	110-09-56501-259-565	TRUCKING SERVICES	3,475.00
162297	10/19	WISCONSIN SCREEN PROCESS, INC	110-02-52206-383-000 206-02-52205-344-000	09/16-FD IDENTIFIERS 09/16 IDENTIFIERS ..... CHECK TOTAL	419.04 276.51 695.55
162298	10/19	KENOSHA AREA BUSINESS	110-01-51301-264-000	11/3/16 OVATION AWD	100.00
162299	10/19	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	09/16 TD AIR CONDITI	425.08
162300	10/19	PAT'S SERVICES, INC.	205-03-53119-282-000	09/16-ST PORTABLE TO	140.00

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162301	10/19	NEENAH FOUNDRY CO. (K0363)	630-09-50101-393-000	BOX INLET CASTINGS	13,554.10
162302	10/19	HOLLAND SUPPLY, INC.	520-09-50201-347-000	09/16-TD HYDRAULIC F	11.41
162303	10/19	WOLTER POWER SYSTEMS	630-09-50101-393-000	STEERING SYST REPAIR	626.14
162304	10/19	NAPA AUTO PARTS CO.	630-09-50101-393-000	09/16 SE PARTS/FILTE	6,234.15
			520-09-50201-347-000	09/16 TD PARTS / FIL	825.53
			110-02-52203-344-000	09/16 FD PARTS/FILTE	588.06
			206-02-52205-344-000	09/16 FD PARTS/FILTE	428.40
			110-03-53103-389-000	09/16 ST PARTS/FILTE	355.94
			110-05-55109-344-000	09/16 PA PARTS/FILTE	130.50
			110-05-55102-344-000	09/16 PA PARTS/FILTE	82.19
			520-09-50401-317-000	09/16 TD PARTS / FIL	37.82
				..... CHECK TOTAL	8,682.59
162305	10/19	SERWE IMPLEMENT MUNICIPAL	630-09-50101-393-000	09/16-SE PARTS/SERVI	1,162.42
			630-09-50101-393-000	09/16-SE#3094 PARTS	445.77
				..... CHECK TOTAL	1,608.19
162306	10/19	VERMEER SALES & SERVICE	630-09-50101-393-000	09/16 PARTS/SERVICES	1,018.25
			630-09-50101-393-000	09/16 PARTS/SERVICES	715.02
			630-09-50101-393-000	09/16-SE#3009 PARTS/	233.46
				..... CHECK TOTAL	1,966.73
162307	10/19	SHRED-IT USA	110-02-52203-246-000	08/16 FD DOCUMENT SH	18.81
162308	10/19	CUMMINS NPOWER, LLC	520-09-50201-347-000	09/16 TD PARTS/SERVI	1,959.22
			520-09-50201-347-000	09/16 TD PARTS/SERVI	591.52
			520-09-50201-347-000	09/16 TD PARTS/SERVI	347.95
			630-09-50101-393-000	09/16 SE #2388 PARTS	328.83
			520-09-50201-347-000	09/16 TD CREDIT	82.50CR
				..... CHECK TOTAL	3,145.02
162309	10/19	WASTE MANAGEMENT OF WI	110-03-53117-253-417	09/16 COMPACTOR LEAS	781.21
162310	10/19	VERIZON WIRELESS	110-01-51601-226-000	8/24-9/23 CD 2 LINES	447.06
			110-03-53107-226-000	8/24-9/23 UNLIMITED	71.61
			501-09-50103-226-000	8/24-9/23 UNLIMITED	57.29
			501-09-50106-226-000	8/24-9/23 UNLIMITED	28.65
			631-09-50101-226-000	8/24-9/23 UNLIMITED	14.32
			206-02-52205-226-000	8/24-9/23 DATA PLAN	14.32
			110-03-53103-226-000	8/24-9/23 UNLIMITED	14.32
				..... CHECK TOTAL	647.57

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162311	10/19	HENRY SCHEIN	206-02-52205-318-000	09/16-FD MED SUPPLIE	569.98
			206-02-52205-318-000	09/16-FD MED SUPPLIE	456.51
			206-02-52205-318-000	09/16-FD MED SUPPLIE	294.61
			206-02-52205-318-000	09/16-FD MED SUPPLIE	24.38
				..... CHECK TOTAL	1,345.48
162312	10/19	ZEP MANUFACTURING CO.	110-01-51801-382-000	KRAFT ROLL TOWELS	913.50
162313	10/19	FASTENAL COMPANY	110-05-55109-361-000	09/16 PA TOOLS/MATER	244.99
			110-03-53109-375-000	09/16 ST TOOLS/MATER	198.51
			520-09-50401-311-000	09/16 TD TOOLS / MAT	179.62
			110-05-55109-246-000	09/16 PA TOOLS/MATER	75.08
			110-05-55109-344-000	09/16 PA TOOLS/MATER	23.24
			630-09-50101-393-000	09/16 SE #3220 TOOLS	12.90
			110-05-55109-344-000	09/16 PA TOOLS/MATER	9.72
				..... CHECK TOTAL	744.06
162314	10/19	MOORE OIL COMPANY	206-02-52205-344-000	09/16-FD BULK OIL	378.35
			110-02-52203-341-000	09/16-FD BULK OIL	264.82
			206-02-52205-344-000	09/16-FD BULK OIL	184.36
			520-09-50106-341-000	09/16-TD LUBRICATION	120.96
			520-09-50106-341-000	09/16-TD LUBRICATION	80.64
				..... CHECK TOTAL	1,029.13
162315	10/19	CDW-G	110-01-51102-539-000	07/16 COMPUTER EQUIP	708.42
			110-01-51102-539-000	08/16 COMPUTER EQUIP	697.70
			110-01-51102-539-000	09/16 COMPUTER EQUIP	423.12
			521-09-50101-344-000	08/16 COMPUTER EQUIP	350.66
			110-01-51102-539-000	09/16 COMPUTER EQUIP	338.80
			110-01-51102-235-000	09/16 COMPUTER EQUIP	285.72
			110-01-51601-311-000	09/16 COMPUTER EQUIP	205.38
			110-01-51102-539-000	09/16 COMPUTER EQUIP	86.29
			110-01-51102-539-000	09/16 COMPUTER EQUIP	50.52
			110-01-51301-311-000	09/16 COMPUTER EQUIP	24.68
			110-01-51102-235-000	09/16 COMPUTER EQUIP	16.10
			110-01-51601-311-000	09/16 CREDIT COMPUTE	169.20CR
				..... CHECK TOTAL	3,018.19
			162316	10/19	WRIGHT EXPRESS FSC
110-03-53103-341-000	09/16 CNG PURCHASES	48.60			
	..... CHECK TOTAL	242.98			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162317	10/19	MCI SERVICE PARTS INC.	520-09-50201-347-000	09/16-TD GMC COACH P	227.24
162318	10/19	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	09/16-BUS PARTS	1,646.27
			520-09-50201-347-000	09/16-BUS PARTS	388.17
			520-09-50201-347-000	09/16-BUS PARTS	339.90
			520-09-50201-347-000	09/16-BUS PARTS	35.00
				..... CHECK TOTAL	2,409.34
162319	10/19	STAPLES	110-02-52103-311-000	TONER CARTRIDGE	2,885.50
			110-02-52103-311-000	TONER CARTRIDGE,	983.94
				..... CHECK TOTAL	3,869.44
162320	10/19	LOGISTICS PLUS	205-03-53118-219-000	10/16-TIRE RECYCLING	1,339.00
162321	10/19	NORTHLAND EQUIPMENT	630-09-50101-393-000	09/16-SE#8508 PARTS	537.16
162322	10/19	MSC INDUSTRIAL SUPPLY	110-02-52203-361-000	09/16-FD SUPPLIES/RE	329.00
			206-02-52205-344-000	09/16-FD SUPPLIES/RE	319.10
				..... CHECK TOTAL	648.10
162323	10/19	WASTE MANAGEMENT	633-09-50101-253-000	10/16 LI WEEKLY PICK	111.19
162324	10/19	CRYSTAL'S, S J	110-02-52206-367-000	09/16 FD CLOTHING &	85.00
162325	10/19	DYNAMIC RECYCLING, INC	205-03-53118-253-000	09/16 ELECTRONIC REC	1,589.06
162326	10/19	SYMBOL ARTS, LLC	110-02-52103-365-000	09/16-PD BADGES/ACCE	280.00
162327	10/19	ZOLL MEDICAL CORPORATION	206-02-52205-318-000	09/16-FD MED SUPPLIE	2,450.38
			206-02-52205-318-000	09/16-FD MED SUPPLIE	1,570.50
			206-02-52205-318-000	09/16-FD MED SUPPLIE	175.32
				..... CHECK TOTAL	4,196.20
162328	10/19	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	6/22-9/15/16-FINLEY	7,620.22
162329	10/19	JG UNIFORMS	422-11-51604-577-000	EXT. VEST CARRIERS	3,689.59
162330	10/19	RING'S RADIATOR SERVICE	630-09-50101-393-000	09/16-SE RADIATOR SE	150.00
			630-09-50101-393-000	09/16-SE RADIATOR SE	120.00
				..... CHECK TOTAL	270.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162331	10/19	PREVOST CAR (US) INC	520-09-50201-347-000	09/16 TD BUS PARTS	55.43
			520-09-50201-347-000	09/16 TD PARTS	6.54
			520-09-50201-347-000	09/16 TD BUS PARTS	3.68
				..... CHECK TOTAL	65.65
162332	10/19	MIDWEST EQUIPMENT SALES	632-09-50101-235-000	PALLET JACK ASSEMBLY	585.00
162333	10/19	TIME WARNER CABLE	110-01-51102-233-000	10/09-11/08 FIRE DEP	847.44
162334	10/19	CINTAS CORP	632-09-50101-259-000	09/16 SE UNIFORM/GLO	899.15
			520-09-50201-367-000	09/16 TD UNIFORM/GLO	776.00
			110-02-52203-259-000	09/16 FD UNIFORM/GLO	312.20
			110-05-55109-259-000	09/16 PA UNIFORM/GLO	70.95
				..... CHECK TOTAL	2,058.30
162335	10/19	GATEWAY TECH COLLEGE	110-02-52206-264-000	09/16-BRT TRAINING C	2,328.71
			110-02-52206-264-000	09/16-BRT TRAINING C	960.00
				..... CHECK TOTAL	3,288.71
162336	10/19	BOUND TREE MEDICAL, LLC	206-02-52205-318-000	09/16 FD MEDICAL SUP	345.97
			206-02-52205-318-000	09/16 FD MEDICAL SUP	27.60
				..... CHECK TOTAL	373.57
162337	10/19	WHOLESALE DIRECT INC	630-09-50101-393-000	09/16-SE PARTS/MATER	874.37
			206-02-52205-344-000	09/16-FD PARTS/MATER	204.73
				..... CHECK TOTAL	1,079.10
162338	10/19	GILLIG CORPORATION	520-09-50201-347-000	09/16-BUS PARTS	2,156.07
			520-09-50201-347-000	08/16-BUS PARTS	1,629.00
			520-09-50201-347-000	09/16-BUS PARTS	1,084.70
			520-09-50201-347-000	09/16-BUS PARTS	945.88
			520-09-50201-347-000	09/16-BUS PARTS	644.20
			520-09-50201-347-000	09/16-BUS PARTS	608.32
			520-09-50201-347-000	09/16-BUS PARTS	261.30
			520-09-50201-347-000	09/16-BUS PARTS	8.55
				..... CHECK TOTAL	7,338.02
162339	10/19	PLEASANT PRAIRIE UTILITIES	110-03-53103-223-000	09/16 80TH S (8)	16.76
162340	10/19	STRYKER SALES CORP.	206-02-52205-385-000	SMRT CHARGER	1,292.10

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162341	10/19	IAFF/NATIONWIDE	110-00-21574-000-000	10/1-15/16 DEDCTS	19,022.89
162342	10/19	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000 110-00-21539-000-000	WDCP WDCP ROTH ..... CHECK TOTAL	6,829.89 642.50 7,472.39
162343	10/19	LINCOLN MIDDLE SCHOOL	222-09-50101-259-000	KITE FEST LINCOLN PK	27.61
162344	10/19	HAMPTON INN & SUITES	110-02-52107-263-000	3 MIDWEST CONF'S	507.00
162345	10/19	BACKYARD DREAM STUDIOS	110-00-21905-000-000	EQUIPMENT DEPOSIT	200.00
162346	10/19	BLANCHARD, DAVID	402-11-51504-586-000	SIDEWALK REPAIR	350.00
162347	10/19	LATTERGRASS, PAULA	724-00-21933-000-000 110-01-51301-311-000	2016 FALL FEST OFFICE SUPPLIES ..... CHECK TOTAL	68.55 8.43 76.98
162348	10/19	KRYSTOWIAK, PETER	110-01-50901-264-000 110-01-50901-261-000 110-01-50901-263-000	9/29-APP INST-MILW 9/29-APP INST-MILW 9/29-APP INST-MILW ..... CHECK TOTAL	145.00 56.70 11.60 213.30
162349	10/21	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	10/21/16 DEDCTS	2,828.01
162350	10/21	WE ENERGIES	110-03-53109-221-000 110-05-55109-221-000	09/16 STREET LIGHT 09/16 STREET LIGHT ..... CHECK TOTAL	61,761.64 258.42 62,020.06
162351	10/21	KENOSHA CO HEALTH DIVISION	290-06-50501-259-000	#5973919- RELOCATE	3,801.97
162352	10/21	BUMPER TO BUMPER	630-09-50101-393-000 110-02-52203-316-000 520-09-50106-341-000 520-09-50201-317-000 110-02-52206-344-000 632-09-50101-389-000 520-09-50201-347-000	09/16 SE PARTS, MATE 09/16 FD PARTS, MATE 09/16 TD PARTS AND S 09/16 TD PARTS AND S 09/16 FD PARTS, MATE 09/16 SW PARTS, MATE 09/16 TD PARTS AND S ..... CHECK TOTAL	736.74 735.29 676.09 227.73 175.84 10.58 3.29 2,565.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162353	10/21	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
162354	10/21	UNITED HOSPITAL SYSTEMS INC	520-09-50101-161-000	09/2016 MCCOY	1,742.49
162355	10/21	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000 110-05-55109-221-000	08/16-AMECHE ELEC 07/16-AMECHE ELEC ..... CHECK TOTAL	39.19 34.04 73.23
162356	10/21	PALMEN BUICK	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000 520-09-50201-347-000 630-09-50101-393-000	09/16-SE#2983 PARTS 09/16-SE#2718 PARTS 10/16-SE#2718 PARTS 09/16-SE#2718 PARTS 09/16-SE#2330 PARTS 10/16-SE#2718 PARTS 10/16-SE#2718 PARTS 09/16-SE#2718 PARTS 09/16-SE PARTS/MATER 09/16-TD PARTS/MATER 09/16-SE CREDIT PART ..... CHECK TOTAL	473.92 340.62 280.10 152.26 114.83 93.04 81.88 35.81 30.49 25.47 34.78CR 1,593.64
162357	10/21	KENOSHA WATER UTILITY	227-09-50101-219-000 463-11-51101-589-000	8/3-29 GW O&M 702 58TH ST 6-8/31 ..... CHECK TOTAL	1,256.89 91.16 1,348.05
162358	10/21	WISCONSIN FUEL & HEATING	630-09-50101-392-000	10/16-SE DIESEL FUEL	14,927.28
162359	10/21	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21514-000-000 110-00-21614-000-000	10/21/16 DEDCTS 10/21/16 DEDCTS 10/21/16 DEDCTS 10/21/16 DEDCTS 10/21/16 DEDCTS ..... CHECK TOTAL	21,638.45 11,903.26 11,903.25 3,262.28 3,262.26 51,969.50
162360	10/21	BADGER TRAILER & EQUIPMENT	520-09-50201-347-000	09/16 TD AIR CONDITI	759.36
162361	10/21	PAT'S SERVICES, INC.	110-05-55108-282-000 110-05-55108-282-000 110-05-55108-282-000	8/19-9/15 PORTABLE U 8/19-9/15 PORTABLE U 8/19-9/15-PORTABLE U ..... CHECK TOTAL	140.00 140.00 140.00 420.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162362	10/21	BRUSKE PRODUCTS	630-09-50101-393-000	09/16 SE BROOMS/BRUS	234.00
162363	10/21	KENOSHA HOUSING AUTHORITY	217-06-51617-259-000 217-06-51617-259-000	#2974297-11/16 RENT #2974296 - 9/16 ..... CHECK TOTAL	13,428.00 1,178.72 14,606.72
162364	10/21	UNITED HOSPITAL SYSTEM	110-02-52102-219-000 110-02-52102-219-000	MED REC#4690529 MED REC#4697049 ..... CHECK TOTAL	79.44 75.19 154.63
162365	10/21	U.S. CELLULAR	110-02-52102-219-000 110-02-52102-219-000	#208505 #208468 ..... CHECK TOTAL	150.00 150.00 300.00
162366	10/21	PACE ANALYTICAL	420-11-51310-589-000 420-11-51310-589-000	02/16-SOIL SAMPLING 07/16-SOIL SAMPLING ..... CHECK TOTAL	600.00 542.00 1,142.00
162367	10/21	INTAB LLC	110-01-51901-311-000	REISSUE CHECK#160596	197.77
162368	10/21	SHRED-IT USA	110-02-52101-219-000	9/16 PD SHRED SVC	29.43
162369	10/21	FRONTIER	110-02-52203-225-000	9/22-10/21	49.55
162370	10/21	US CELLULAR	110-01-51801-226-000 110-01-51801-226-000	10/6-11/05 AD CELL A 10/06-11/05 MB CELL ..... CHECK TOTAL	81.82 7.42 89.24
162371	10/21	WASTE MANAGEMENT OF WI	110-03-53117-253-416 110-03-53117-253-416 501-09-50104-253-000 501-09-50104-253-000 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-416 110-03-53117-253-417 110-03-53117-253-416 501-09-50104-253-000 110-03-53117-253-417 501-09-50104-253-000 110-03-53117-253-417 110-03-53117-253-417	09/16 WASTE DISPOSAL 09/16 WDNR TONNAGE F 09/16 WASTE DISPOSAL 09/16 WDNR TONNAGE F 09/16 COMPACTOR PULL 09/16 WASTE DISPOSAL 09/16 FUEL SURCHARGE 09/16 WDNR TONNAGE F 09/16 ENVIRONMENTAL 09/16 FUEL SURCHARGE 09/16 FUEL SURCHARGE 09/16 ENVIRONMENTAL 09/16 ENVIRONMENTAL ..... CHECK TOTAL	30,799.31 15,591.55 5,816.26 2,944.37 2,212.56 1,698.22 1,340.96 859.69 288.00 256.57 171.82 132.00 72.00 62,183.31

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162372	10/21	VERIZON WIRELESS	110-01-51901-226-000	ELECTION MODEMS	16.82
162373	10/21	STERICYCLE, INC	611-09-50101-155-504	09/16 SERVICES	363.80
162374	10/21	OHNSTAD, TOD	110-09-56405-212-000 110-09-56405-212-000	09/2016 WENGER 8/8-9/12 JOHNSON ..... CHECK TOTAL	225.15 165.00 390.15
162375	10/21	CLEARCOM, INC.	520-09-50401-344-000	REPAIR VIDEO CABLES	394.00
162376	10/21	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000 110-00-21581-000-000	J LIVINGSTON 10/21/16 K BAKER ..... CHECK TOTAL	81.16 39.98 121.14
162377	10/21	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
162378	10/21	CREATIVE DESIGNS	110-05-55101-311-000	SIGNS	231.00
162379	10/21	CDW-G	110-01-51102-539-000 110-01-51102-539-000 110-01-51102-539-000 110-01-51102-235-000 110-01-51601-311-000 110-03-53116-389-000 110-01-51601-311-000	09/16 COMPUTER EQUIP 10/16 COMPUTER EQUIP 10/16 COMPUTER EQUIP 09/16 COMPUTER EQUIP 09/16 COMPUTER EQUIP 10/16 COMPUTER EQUIP 09/16 COMPUTER EQUIP ..... CHECK TOTAL	1,799.90 961.96 483.70 472.14 69.52 53.16 16.95 3,857.33
162380	10/21	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000	G GRANADO C EDWARDS ..... CHECK TOTAL	104.00 35.00 139.00
162381	10/21	STATE BAR OF WISCONSIN	110-01-50301-264-000	ANTARAMIAN#1019160	1,099.00
162382	10/21	MENARDS (KENOSHA)	110-05-55109-357-000 110-05-55109-357-000	ROOFING MAT'L LUMBER ..... CHECK TOTAL	958.60 836.63 1,795.23
162383	10/21	HABITAT FOR HUMANITY	217-06-51622-259-000	#2974292- REQ #1	44,722.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162384	10/21	KASDORF, LEWIS & SWIETLIK	110-09-56405-212-000	495264 STICH	634.50
162385	10/21	PREMIUM WATERS, INC	761-09-50101-389-000	10/16-WATER COOLER	7.95
162386	10/21	INTERSTATE POWER SYSTEMS	110-02-52203-344-000	TRANSMISSION REPAIR	17,206.68
162387	10/21	WIS SCTF	110-00-21581-000-000	ANNUAL R & D	334.80
162388	10/21	WIS SCTF	110-00-21581-000-000	10/21/16 DEDCTS	1,564.85
162389	10/21	CLEAN CUT TREE SERVICE	407-11-51602-219-000	TREE REMOVAL	66,641.56
162390	10/21	FHEG-GATEWAY-RACINE STORE	206-02-52205-322-000	REISSUE CK#161207	626.50
162391	10/21	BECKER SOFTWARE LLC	761-09-50101-316-000	10/16-10/17 SOFTWARE	550.00
162392	10/21	TAYLOR, ESME	110-01-51301-263-000	10/16 REPLENISH	128.74
			110-01-51301-311-000	10/16 REPLENISH	74.71
			110-01-51303-263-000	10/16 REPLENISH	24.51
			222-09-50101-259-000	10/16 REPLENISH	17.87
			110-01-51306-312-000	10/16 REPLENISH	7.36
			724-00-21933-000-000	10/16 REPLENISH	5.28
				..... CHECK TOTAL	258.47
162393	10/21	TIME WARNER CABLE	110-01-51102-233-000	10/17-11/16 CITY HAL	911.00
162394	10/21	ARAMARK	110-01-51801-246-000	09/16 MB ENTRANCE MA	124.80
			520-09-50201-246-000	09/16 TD ENTRANCE MA	62.46
			110-03-53116-246-000	09/16 WA ENTRANCE MA	36.56
			632-09-50101-246-000	09/16 SE ENTRANCE MA	22.65
				..... CHECK TOTAL	246.47
162395	10/21	RED THE UNIFORM TAILOR	110-02-52206-367-000	10/16 FD UNIFORMS	168.90
			110-02-52103-367-000	10/16 POLICE UNIFORM	143.90
			110-02-52206-367-000	09/16 FD UNIFORMS	138.34
			110-02-52206-367-000	09/16 FD UNIFORMS	125.85
			520-09-50101-367-000	09/16 UNIFORM ITEMS	106.75
			110-02-52206-367-000	09/16 FD UNIFORMS	94.95
			110-02-52103-365-000	09/16 POLICE UNIFORM	89.50
			110-02-52206-367-000	10/16 FD UNIFORMS	85.00
			110-02-52206-367-000	09/16 FD UNIFORMS	85.00
			110-02-52206-367-000	09/16 FD UNIFORMS	83.90
			110-02-52103-367-000	10/16 POLICE UNIFORM	12.95
				..... CHECK TOTAL	1,135.04

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162396	10/21	CLARK DIETZ, INC	110-03-53109-219-000	07/16 ENG INSPEC SER	900.00
162397	10/21	SPORTS PHYSICAL THERAPY CNTR	110-09-56405-161-000 110-09-56405-161-000	8/11/16 GALLEY 8/3/16 GALLEY ..... CHECK TOTAL	416.00 416.00 832.00
162398	10/21	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000 110-09-56405-161-000	9/19/16 WITT 9/26/16 BARLETT 9/16/16 HODGES 9/29/16 GONZALES 9/26/16 BARLETT 9/26/16 BARLETT 9/26/16 BARLETT ..... CHECK TOTAL	3,077.00 292.40 283.05 256.70 65.45 31.45 25.50 4,031.55
162399	10/21	AURORA VISITING NURSE ASSN	110-09-56405-161-000	5/27/16 GONZALES	45.87
162400	10/21	EQUIAN LLC	110-09-56405-161-000	9/16 BILL REVIEW	1,550.89
162401	10/21	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	7/17/15 GROTH	72.80
162402	10/21	WICK-NEITZEL, KATE E.	110-09-56405-161-000	9/23-10/13 GLASS	439.80
162403	10/21	PT PROS COMP LLC	110-09-56405-161-000	9/1/16 GLASS	400.00
162404	10/21	ATHLETICO LTD	110-09-56405-161-000 110-09-56405-161-000	9/9/16 KOPP 9/7/16 KOPP ..... CHECK TOTAL	447.10 445.40 892.50
162405	10/21	UHS PHYSICIAN CLINIC	520-09-50101-161-000	9/16/16 MCCOY	389.88
162406	10/21	KOHN LAW FIRM S.C.	110-00-21581-000-000	W BEAL	75.81
162407	10/21	SALAS, JAMIE M	110-00-21905-000-000	BEACH HOUSE-10/2/16	250.00
162408	10/21	FERCH, DEBORAH	110-00-46394-000-000	APPLIANCE STICKER	15.00
162409	10/21	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	09/16-SERVICES	220.00
162410	10/21	PEARSON, DIANA	110-00-21905-000-000	BEACH HOUSE-9/26/16	100.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162411	10/21	SMITH, KANDANCE	110-00-21905-000-000	BEACH HOUSE-10/9/16	75.00
162412	10/21	AMERICOLLECT, INC	110-00-21581-000-000	G WALUS	157.90
162413	10/21	WOJTAK, ROBERT	110-00-21905-000-000	SPBH 9/27/16	300.00
162414	10/21	NORRIS, MARY	110-00-21905-000-000	9/30/16 SPBH	300.00
162415	10/21	SALGADO DE ESPINOZA, LUZ	110-00-21905-000-000	10/8/16 SPBH	300.00
162416	10/21	WHITTEN, JANICE	110-00-46394-000-000	APPLIANCE STICKER	15.00
162417	10/21	TARBENDERS BAR & GRILL LLC	110-00-44203-000-000 110-00-21104-000-000	CLASS B PUBL FEE ..... CHECK TOTAL	450.00 23.00 473.00
162418	10/21	SWADE, GEORGE	110-00-21111-000-000 110-00-45103-000-000	REFUND COURT PYMT REFUND DOR FEE ..... CHECK TOTAL	114.00 5.00 119.00
162419	10/21	MICHAEL, STEVEN	110-00-26915-000-000 110-00-21905-000-000 110-00-26915-000-000	CANCEL SPBH 6/1/17 CANCEL SPBH 6/1/17 CANCEL SPBH 6/1/17 ..... CHECK TOTAL	650.00 250.00 25.00 925.00
162420	10/21	ITALIAN AMERICAN LADIES AUX	110-00-21905-000-000	CHK 160939 SPBH 8/3	300.00
162421	10/21	LLP, GWK-ALK	110-00-21112-000-000	SPC ASMT REFUND	3.80
162422	10/21	JOJO ENTERPRISES LLC	110-00-21112-000-000	SPC ASMT REFUND	2.88
162423	10/21	RUFFALO, ALBERT & MARY	110-00-21112-000-000	SPC ASMT REFUND	13.88
162424	10/21	SALAS, DEBRA	110-01-51901-263-000	ELECTION SUPPLIES	71.29
162425	10/21	MATHEWS, NANCY	761-09-50101-389-000	PROMO MUGS	254.20
162426	10/21	GONZALES, GLORIA	110-01-50901-261-000	09/16 54 MILES	89.10
162427	10/21	HILL, RYAN	110-02-52103-263-000	10/6/16-WINNEBAGO	8.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162428	10/21	DILLHOFF, AARON	110-02-52107-264-000	10/27-PALATINE CONF	50.00
162429	10/21	WALTERS, BRADLEY G	110-02-52103-263-000	10/6/16-WINNEBAGO	8.00
162430	10/21	BARBIAN, DANIEL	110-02-52103-263-000	10/3/16-WINNEBAGO	12.00
162431	10/21	BARRIERE, ANTHONY	110-02-52103-263-000	10/3/16-WINNEBAGO	12.00
162432	10/26	A & B/ARO LOCK	110-03-53103-389-000	10/16 ST SUPPLIES &	148.00
162433	10/26	CROWN TROPHY OF KENOSHA	524-05-50101-398-000	09/16 PA TROPHIES/PL	17.50
162434	10/26	BINDELLI CONSTRUCTION INC	463-11-51501-589-000 110-09-56501-259-569 110-09-56501-259-569	702 58TH ST WINDOW 10/16 7947 17 AVE 10/16 6625 17 AVE ..... CHECK TOTAL	10,500.00 660.70 80.00 11,240.70
162435	10/26	HWY C SERVICE	501-09-50105-344-000	10/16-SW SERVICE/PAR	66.56
162436	10/26	INTERSTATE ELECTRIC SUPPLY	520-09-50201-248-000 110-03-53109-375-000	09/16-TD ELECTRICAL 10/16-ST ELECTRICAL ..... CHECK TOTAL	195.00 4.70 199.70
162437	10/26	KENOSHA ANIMAL HOSPITAL	110-02-52106-365-000	SKUNK OFF SPRAY	259.80
162438	10/26	KENOSHA JOINT SERVICES	110-02-52103-341-000 110-02-52103-345-000 110-02-52102-341-000 110-02-52102-345-000 110-02-52109-341-000 110-02-52109-345-000 110-02-52103-341-000 110-02-52101-341-000 110-02-52101-345-000	09/16 PATROL FUEL 09/16 PATROL REPAIR 09/16 DET FUEL 09/16 DET REPAIR 09/16 KSCU FUEL 09/16 KSCU REPAIR 09/16 CYCLE FUEL 09/16 ADMIN FUEL 09/16 ADMIN REPAIR ..... CHECK TOTAL	13,369.14 2,863.94 2,028.36 1,128.66 619.50 611.53 398.92 252.30 40.33 21,312.68
162439	10/26	KENOSHA NEWS	110-01-51601-321-000 520-09-50301-328-000 110-01-50101-321-000	08/16 CD SEC 108 PUB 10/16 TD HEARING 09/16 CD ANNEX 2 PUB ..... CHECK TOTAL	83.40 63.06 41.76 188.22

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162440	10/26	FIRST SUPPLY CO.	110-02-52203-382-000	09/16 FD #7 SUPPLIES	92.04
162441	10/26	WIS DEPT OF REVENUE	110-00-21512-000-000	10/1-15 DEDCTS	107,155.03
162442	10/26	WIS SOCIETY OF FIRE	110-02-52204-322-000	FIRE INSP WORKBOOK	66.00
162443	10/26	STATE OF WISCONSIN	110-00-21901-999-000	09/16 COURT COSTS	15,160.56
			110-00-21911-999-000	09/16 COURT COSTS	8,098.94
			110-00-45104-999-000	09/16 COURT COSTS	2,330.00
				..... CHECK TOTAL	25,589.50
162444	10/26	CAMOSY CONSTRUCTION CO., INC	110-00-21119-000-000	ESCROW 8730 22 AVE	11,960.00
162445	10/26	DON'S AUTO PARTS	630-09-50101-393-000	10/16 SE PARTS & MAT	109.80
			110-05-55109-344-000	10/16 PA PARTS & MAT	63.74
				..... CHECK TOTAL	173.54
162446	10/26	FABICK	630-09-50101-393-000	10/16 SE #2745 PARTS	706.07
			630-09-50101-393-000	10/16 SE #3207 PARTS	222.52
			630-09-50101-393-000	10/16 SE #3207 PARTS	129.10
				..... CHECK TOTAL	1,057.69
162447	10/26	AURORA EAP	611-09-50101-155-000	4TH QTR EAP	7,410.00
			611-09-50101-155-000	3RD QTR EAP	7,350.00
				..... CHECK TOTAL	14,760.00
162448	10/26	DREAMSCAPE LAWN CARE	633-09-50101-249-000	09/16 WEEKLY LAWN CA	200.00
162449	10/26	KENOSHA AREA BUSINESS	110-01-51601-264-000	9/28/16 SEMINAR (2)	200.00
			110-01-50101-264-000	11/3/16 2 OVATION AW	200.00
				..... CHECK TOTAL	400.00
162450	10/26	HOLLAND SUPPLY, INC.	630-09-50101-393-000	10/16-SE#3207 HYDRAU	69.03
			630-09-50101-393-000	10/16-SE#2449 HYDRAU	24.58
				..... CHECK TOTAL	93.61
162451	10/26	WIS FIRE INSPECTORS ASSOC.	110-02-52204-264-000	10/25-28 CONF-AULDS	275.00
			110-02-52204-323-000	2016-17 AULDS	40.00
				..... CHECK TOTAL	315.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162452	10/26	INTERSPIRO	110-02-52203-235-000	06/16 SCBA PARTS	729.97
			110-02-52203-235-000	08/16 SCBA PARTS	395.76
				..... CHECK TOTAL	1,125.73
162453	10/26	CONCRETE SPECIALTIES CO.	403-11-51102-588-000	10/16 ST STRUCTURES/	682.00
			403-11-51102-588-000	10/16 ST STRUCTURES/	470.00
			403-11-51102-588-000	10/16 ST STRUCTURES/	188.00
			403-11-51102-588-000	09/16 ST STRUCTURES/	126.00
			403-11-51102-588-000	10/16 ST STRUCTURES/	94.00
		..... CHECK TOTAL	1,560.00		
162454	10/26	UNITED HOSPITAL SYSTEM	110-02-52101-219-000	LAB	99.20
			110-02-52101-219-000	LAB	49.60
			110-02-52101-219-000	LAB	49.60
			110-02-52101-219-000	LAB	49.60
			110-02-52102-219-000	MED RECORDS	49.23
		..... CHECK TOTAL	297.23		
162455	10/26	DOCUMENT SALES & DIST.	110-02-52103-311-000	WI CITATION/COMPLAIN	240.81
162456	10/26	GEIS BUILDING PRODUCTS, INC	110-03-53116-389-000	09/16 WA DOOR REPAIR	1,858.20
162457	10/26	MILWAUKEE COUNTY MEDICAL	110-02-52107-264-000	FORENSIC SCI SEM	1,750.00
162458	10/26	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	10/16 CT MAINTENANCE	676.00
			110-01-50101-232-000	09/16 CT OVERAGES	401.23
			110-01-51101-232-000	7/01-9/30 FN OVERAGE	350.74
			110-02-52201-232-000	10/16 FD MANAGED PRI	309.75
			110-01-51601-232-000	10/16 CD OVERAGES	257.79
			110-01-51101-232-000	10-12/16 COPIER MAIN	251.95
			110-01-51601-232-000	10/16 CD MANAGED PRI	214.20
			110-02-52201-232-000	10/16 FD MAINTENANCE	193.75
			110-01-51301-232-000	10/16 AD OVERAGES	174.24
			631-09-50101-232-000	10/16 PW COPIER CHAR	164.55
			501-09-50101-232-000	10/16 PW COPIER CHAR	164.55
			110-03-53101-232-000	10/16 PW COPIER CHAR	164.55
			110-01-51601-232-000	10/16 CD MAINTENANCE	156.00
			110-01-51301-232-000	10/16 AD MAINT AGREE	142.50
			520-09-50301-232-000	10/16 TD MANAGED PRI	119.00
			110-05-55101-232-000	10/16 PA MANAGED PRI	119.00
			110-01-51201-232-000	10/16 CT MANAGED PRI	119.00
			110-01-51101-232-000	10/16 FN MANAGED PRI	119.00
			110-02-52101-232-000	10/16 PD- DET SERVIC	118.48
			110-02-52103-232-000	10/16 PD -OPS SERVIC	98.11
631-09-50101-232-000	10/16 EN MANAGED PRI	95.20			
110-03-53103-232-000	10/16 ST MANAGED PRI	95.20			
110-01-52001-232-000	10/16 MC MANAGED PRI	95.20			
110-01-51303-232-000	10/16 PE MANAGED PRI	95.20			
110-01-50901-232-000	10/16 AS MANAGED PRI	95.20			

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-50301-232-000	10/16 LE OVERAGES	71.85
			632-09-50101-232-000	10/16 SE MANAGED PRI	71.40
			110-01-50301-232-000	10/16 LE MANAGED PRI	71.40
			110-01-51601-232-000	10/16 CD MAINTENANCE	62.99
			110-01-51303-232-000	10/16 PE SERVICE AGR	57.06
			632-09-50101-232-000	10/01-12/31 SE COPIE	54.43
			110-03-53116-232-000	10/16 WA MANAGED PRI	47.60
			110-01-51301-232-000	10/16 AD MANAGED PRI	47.60
			520-09-50301-232-000	10/16 TD SERVICE AGR	44.09
			110-01-51102-232-000	10/16 DP COPIER MAIN	39.00
			110-05-55101-232-000	10/16 PA MAINTENANCE	32.66
			631-09-50101-232-000	10/16 PW OVERAGES	31.40
			501-09-50101-232-000	10/16 PW OVERAGES	31.40
			110-01-50901-232-000	10/16 AS COPIER MAIN	27.51
			501-09-50105-232-000	10/16 ST MAINT CONTR	27.39
			110-01-52001-232-000	10/16 MC COPIER MAIN	24.00
			521-09-50101-232-000	10/16 AR MANAGED PRI	23.80
			110-03-53101-232-000	10/16 PW MANAGED PRI	23.80
			110-01-51102-232-000	10/16 IT MANAGED PRI	23.80
			110-01-51601-232-000	10/16 CD OVERAGES	19.56
			110-03-53103-232-000	10/16 ST MAINTENANCE	18.26
			521-09-50101-232-000	10/16 AR COPIER MAIN	16.98
			110-03-53101-232-000	10/16 PW OVERAGES	15.71
			520-09-50301-232-000	10/16 TD OVERAGES	11.94
			110-05-55101-232-000	10/16 PA OVERAGES	4.25
			110-02-52201-232-000	10/16 FD OVERAGES	.64
			110-01-50901-232-000	10/16 AS OVERAGE CHA	.48
				..... CHECK TOTAL	5,691.39
162459	10/26	GROWER EQUIPMENT & SUPPLY CO	110-05-55109-344-000	09/16-PA PARTS/SUPPL	62.19
162460	10/26	FIRST ADVANTAGE	110-00-15201-000-000	09/16 SERVICES	129.70
			110-01-51303-219-000	09/16 SERVICES	75.00
			520-09-50101-219-000	09/16 SERVICES	40.00
			631-09-50101-219-000	09/16 SERVICES	15.00
				..... CHECK TOTAL	259.70
162461	10/26	CARLINO'S ROOFING	238-06-51606-259-000	#5975574 - ROOF	3,900.00
162462	10/26	TOWN & COUNTRY GLASS	110-02-52203-369-000	REPAIR DESK TOP	247.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162463	10/26	US CELLULAR	520-09-50401-226-000	10/6-11/5 CELLULAR A	5.15
162464	10/26	GETUM, INC.	501-09-50105-359-000	M-1 ADHESIVE SEALANT	1,032.00
162465	10/26	CONSERV FS, INC.	524-05-50101-353-000	10/16 PA ATHLETIC MA	762.50
162466	10/26	VERIZON WIRELESS	110-01-51901-226-000	9/19-10/18 ELECTION	148.42
162467	10/26	HENRY SCHEIN	206-02-52205-318-000	10/16-FD MED SUPPLIE	624.00
			206-02-52205-318-000	10/16-FD MED SUPPLIE	493.69
			206-02-52205-318-000	10/16-FD MED SUPPLIE	423.81
			206-02-52205-318-000	10/16-FD MED SUPPLIE	130.83
			206-02-52205-318-000	10/16-FD MED SUPPLIE	130.83
			206-02-52205-318-000	10/16-FD MED SUPPLIE	6.93
				..... CHECK TOTAL	1,810.09
162468	10/26	REGISTER OF DEEDS	110-09-56501-259-565	ORDER TO RAZE	30.00
			110-09-56501-259-565	ORDER TO RAZE	30.00
			110-09-56501-259-565	ORDER TO RAZE	30.00
				..... CHECK TOTAL	90.00
162469	10/26	CHULA VISTA RESORT	110-02-52204-263-000	10/24-28 CONF-AULDS	328.00
162470	10/26	FRED PRYOR SEMINARS	110-03-53101-264-000	MGMT SKILLS-BROWN	199.00
162471	10/26	DWD	110-09-56405-162-000	FY 2017 WC ASSMT	7,693.00
162472	10/26	KENOSHA COUNTY TREASURER	110-00-21132-000-000	01-122-01-153-009	760.27
			110-00-21132-000-000	12-223-31-135-009	700.00
				..... CHECK TOTAL	1,460.27
162473	10/26	O'REILLY AUTO PARTS	110-00-21913-000-000	PERMIT FEES	11,485.00
			110-00-44803-000-000	PERMIT-8025 22 AVE	506.64
				..... CHECK TOTAL	11,991.64
162474	10/26	FORCE AMERICA	630-09-50101-393-000	10/16 SE PARTS/MATER	681.23
162475	10/26	FEHR GRAHAM ENGINEERING	420-11-51503-589-000	09/16 SERV. AGREEMEN	542.50
162476	10/26	CHUBB & SON	761-09-50101-219-000	9/15-9/16 WC INS	49.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162477	10/26	BRAUN THYSSENKRUPP ELEVATOR	520-09-50202-246-000	ELEVATOR MAINTENANCE	257.59
162478	10/26	RESERVE ACCOUNT	110-01-51306-312-000	REPLENISH POSTAGE	10,000.00
162479	10/26	RAY HINTZ, INC	403-11-51413-589-000	BASIN DREDGING	18,384.38
162480	10/26	WINGATE APPLETON	110-02-52107-263-000	10/18/16 2 OFFICERS	316.00
162481	10/26	WIS DEPT OF TRANSPORTATION	110-02-52103-311-000	CITATION BOOKS	52.00
162482	10/26	HYDROTEX	630-09-50101-393-000	09/16-SE LUBRICANTS	2,929.84
162483	10/26	KENOSHA COUNTY TREASURER	110-00-21910-999-000 110-00-21901-999-000 110-00-21910-999-000	09/16 FEES COLLECTED 09/16 FEES COLLECTED 09/16 FEES COLLECTED	5,857.21 2,281.87 202.06
				..... CHECK TOTAL	8,341.14
162484	10/26	GRAINGER	110-01-51801-382-000	10/16-MB PARTS/MATER	79.34
162485	10/26	TIME WARNER CABLE	110-01-51102-233-000 761-09-50101-233-000 761-09-50101-225-000	10/19-11/18 STORES G 10/9-11/8-PHONE/RR 10/9-11/8-PHONE/RR	139.95 69.88 60.75
				..... CHECK TOTAL	270.58
162486	10/26	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-318-000	10/16 FD MEDICAL SUP 10/16 FD MEDICAL SUP	166.54 117.05
				..... CHECK TOTAL	283.59
162487	10/26	HAPPENINGS MAGAZINE	222-09-50101-259-908	10/16-FALLFEST ADVER	339.00
162488	10/26	BUSCHE, JUDY LLC	110-01-50301-219-000 110-01-51601-219-000 110-01-51601-219-000	09/16 LE SERVICES OF 09/16 SERVICES OF PR 09/16 CD SERVICES OF	1,036.00 370.00 90.00
				..... CHECK TOTAL	1,496.00
162489	10/26	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	10/16-31/16 SERVICES 10/16-31/16 SERVICES 10/16-31/16 SERVICES 10/16-31/16 SERVICES 10/16-31/16 SERVICES 10/16-31/16 SERVICES	2,001.28 29.02CR 100.06CR 100.70CR 124.08CR 236.00CR
				..... CHECK TOTAL	1,411.42

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162490	10/26	PIRO, RALPH	761-09-50101-111-000	10/16-31/16 SERVICES	948.80
			761-00-21514-000-000	10/16-31/16 SERVICES	13.76CR
			761-00-21599-000-000	10/16-31/16 SERVICES	25.00CR
			761-00-21512-000-000	10/16-31/16 SERVICES	32.80CR
			761-00-21511-000-000	10/16-31/16 SERVICES	58.83CR
			761-00-21513-000-000	10/16-31/16 SERVICES	81.00CR
				..... CHECK TOTAL	737.41
162491	10/26	BRUCE MUNICIPAL EQUIPMENT	630-09-50101-393-000	09/16 SE #3155 PARTS	353.73
162492	10/26	AIRGAS NORTH CENTRAL	632-09-50101-389-000	09/16 SE INDUSTRIAL	331.20
			110-03-53107-344-000	10/16 ST INDUSTRIAL	46.00
			521-09-50101-344-000	09/16 AR INDUSTRIAL	33.88
			632-09-50101-389-000	09/16 SE INDUSTRIAL	32.70
			110-03-53107-344-000	10/16 ST INDUSTRIAL	19.71
				..... CHECK TOTAL	463.49
162493	10/26	AMERICAN SOCIETY OF POWER	110-01-51801-246-000	2017 ASOPE LICENSE	45.00
162494	10/26	KD PLUMBING	110-00-44802-000-000	PERMIT-1524 76 ST	40.00
162495	10/26	YAHOO ACCOUNTS RECEIVABLE	110-02-52102-219-000	SEARCH 16-109990	126.60
162496	10/26	C.M.A.	110-00-21119-000-000	ESCROW-5815 5 AVE	7,600.00
162497	10/26	INNOVATIVE CONSTRUCTION	110-00-21119-000-000	ESCROW 5914 75 ST	2,000.00
162498	10/26	MOBILE ONE	110-02-52204-344-000	CHARGERS & MOUNTS(2)	96.00
162499	10/26	SCHULTZ, MICHAEL	110-00-44802-000-000	PERMIT-6037 22 AVE	120.00
162500	10/26	LAMOTHE, MARK	501-00-21128-000-000	ESCROW-3990 55 AVE	2,000.00
162501	10/26	BEARDSLEY CONCRETE	110-00-44107-000-000	PERMITS-4701/05 39AV	130.00
162502	10/26	EPEST SOLUTIONS	110-01-51601-311-000	BEDBUG MONITORS	69.99
162503	10/26	POLTROCK, JAMES T.	110-02-52201-311-000	10/16 FD MISC OFFICE	62.79
162504	10/26	LATTERGRASS, PAULA	110-01-51301-311-000	CERT FRAMES/COMMEND	121.54

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162505	10/26	TORRES, PABLO	110-02-52107-263-000	10/2-5 - WAUSAU	48.00
			110-02-52102-341-000	10/4/16 WAUSAU	35.01
				..... CHECK TOTAL	83.01
162506	10/26	MIKOLAS, KEVIN	110-01-51601-261-000	10/16 225 MILES	121.50
162507	10/26	CARREON, KRISTINE	520-09-50101-389-000	CDL RENEWAL	74.00
162508	10/26	HAMILTON, WILLIE	110-02-52103-263-000	10/8/16-WINNEBAGO	12.00
162509	10/26	SARANG, KARAN	110-01-51601-261-000	10/16 103 MILES	55.62
162510	10/26	LUELLEN, JONATHAN	520-09-50301-263-000	10/4-6 CONF SHEBYGAN	218.00
			520-09-50301-264-000	10/4-6 CONF SHEBYGAN	210.00
			520-09-50301-261-000	10/4-6 CONF SHEBYGAN	26.62
				..... CHECK TOTAL	454.62
162511	10/26	AYRES, BONNIE	110-01-50901-261-000	09/16 54 MILES	89.10
162512	10/26	RUHLE, DENNIS	110-02-52103-263-000	10/7/16-WINNEBAGO	8.00
162513	10/26	SCHRANDT, JONATHAN	110-02-52107-263-000	10/2-5/16 WAUSAU	48.00
162514	10/26	HILL, RYAN	110-02-52103-263-000	10/9/16-WINNEBAGO	12.00
162515	10/26	KUKOWSKI, ERIC	110-02-52103-263-000	10/9/16-WINNEBAGO	8.00
162516	10/26	ALLES, RYAN W	110-02-52103-263-000	10/9/16-WINNEBAGO	8.00
162517	10/26	TERRY, KAREN	110-01-51303-263-000	FOOD- INTERVIEW PNL	80.68
162518	10/26	SORENSEN, DANIEL	110-02-52103-263-000	10/8/16-WINNEBAGO	12.00
162519	10/26	NICHOLS, DUSTY	110-02-52107-263-000	10/2-5/16 WAUSAU	48.00
162520	10/28	ACE HARDWARE	110-02-52203-382-000	09/16 FD MERCHANDISE	599.44
			110-05-55109-344-000	09/16 PA MERCHANDISE	91.77
			110-02-52203-344-000	09/16 FD MERCHANDISE	74.16
			501-09-50106-344-000	09/16 PA MERCHANDISE	40.96
			110-03-53103-389-000	09/16 ST MERCHANDISE	23.96
			110-03-53113-389-000	09/16 ST MERCHANDISE	14.48
			205-03-53119-353-000	09/16 ST MERCHANDISE	6.99
			501-09-50104-344-000	09/16 SW MERCHANDISE	4.49
				..... CHECK TOTAL	856.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162521	10/28	CROWN TROPHY OF KENOSHA	110-02-52103-311-000	10/16-PD KEMEN PLAQU	78.00
162522	10/28	RNOW, INC.	630-09-50101-393-000	STOCK PARTS	4,870.80
			630-09-50101-393-000	10/16-SE PARTS/MATER	899.38
			630-09-50101-393-000	10/16-SE PARTS/MATER	434.31
			630-09-50101-393-000	10/16-SE PARTS/MATER	317.64
			630-09-50101-393-000	10/16-SE PARTS/MATER	120.58
				..... CHECK TOTAL	6,642.71
162523	10/28	KENOSHA JOINT SERVICES	110-02-52103-311-000	10/16-COMPUTER PAPER	96.00
162524	10/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY HRLY	8,536.00
			110-00-21562-000-000	WATER HRLY	3,166.62
			110-00-21562-000-000	MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,717.62
162525	10/28	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	CITY SAL	28,756.41
			110-00-21562-000-000	WATER SAL	5,704.00
			110-00-21562-000-000	LIBRARY	3,880.00
				..... CHECK TOTAL	38,340.41
162526	10/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	10/28/16 HRLY DEDCTS	15.00
162527	10/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	CITY HRLY	1.33
			110-00-21541-000-000	MUSEUM HRLY	.42
				..... CHECK TOTAL	1.75
162528	10/28	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	9/2-16/16 MIELOSZYK	1,838.96
			110-09-56405-161-000	8/11/16 A JOHNSON	750.64
			110-09-56405-161-000	9/1/16 MIELOSZYK	379.72
			110-09-56405-161-000	7/15/16 KOVACH	279.14
				..... CHECK TOTAL	3,248.46
162529	10/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	CITY SAL	85,668.00
			110-00-21563-000-000	WATER SAL	40.00
				..... CHECK TOTAL	85,708.00
162530	10/28	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	09/16 TD TIRE SERVIC	283.73
162531	10/28	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	10/16 TRAFFIC SIGNS	2,449.10
			110-05-55101-311-000	09/16 PARK SIGNS	1,075.60
				..... CHECK TOTAL	3,524.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162532	10/28	WILLKOMM INC., JERRY	520-09-50106-341-000	10/16 7295 GALS DIES	14,495.18
162533	10/28	WE ENERGIES	110-05-55102-221-000	9/01-10/03	2,464.40
			110-03-53109-221-000	9/11-10/10	1,310.00
			110-05-55109-221-000	9/11-10/10	1,095.45
			110-03-53109-221-000	9/08-10/09	743.54
			524-05-50101-221-000	9/08-10/09	701.03
			110-05-55109-221-000	9/08-10/09	440.70
			110-03-53109-221-000	9/06-10/05	304.33
			110-03-53109-221-000	9/07-10/06	158.92
			110-03-53109-221-000	9/01-10/03	137.35
			110-03-53103-221-000	9/06-10/05	126.84
			110-05-55102-221-000	9/08-10/09	92.88
			110-05-55108-221-000	9/12-10/11	83.16
			110-05-55109-221-000	9/07-10/06	79.84
			110-03-53109-221-000	9/11-10/10	73.12
			110-05-55109-222-000	9/11-10/10	59.73
			110-05-55109-221-000	9/12-10/11	53.26
			524-05-50101-222-000	9/08-10/09	43.93
			110-03-53109-221-000	9/06-10/05	39.06
			110-05-55109-222-000	9/08-10/09	37.24
			110-05-55103-222-000	9/06-10/05	34.75
			110-05-55102-221-000	9/11-10/10	28.76
			110-05-55108-221-000	9/08-10/09	20.76
			110-05-55102-221-000	9/12-10/11	16.96
			110-05-55109-222-000	9/12-10/11	9.57
				..... CHECK TOTAL	8,155.58
162534	10/28	WE ENERGIES	227-09-50101-221-000	9/11-10/10 KEP#3	290.64
			227-09-50101-221-000	8/31-10/2-2599 53 ST	188.44
			227-09-50101-221-000	9/11-10/10-KEP#4	120.45
			227-09-50101-221-000	9/11-10/10 KEP#2	15.81
				..... CHECK TOTAL	615.34
162535	10/28	TRAK ENGINEERING, INC.	520-09-50201-347-000	TRANSIT FAPPU	270.69
162536	10/28	WIS RETIREMENT SYSTEM	110-00-21625-000-000	9/16 WRS	381,780.86
			110-00-21522-000-000	9/16 WRS	138,294.77
			110-00-21522-000-000	9/16 WRS	85,748.20
			110-00-21522-000-000	9/16 WRS	65,208.29
			110-02-52203-153-000	9/16 PENSION	7,287.53
			110-00-21521-000-000	9/16 WRS	5,530.00
			110-00-21522-000-000	9/16 WRS	1,181.27
				..... CHECK TOTAL	685,030.92

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162537	10/28	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	10/31/16 H TOLBERT	236.69
162538	10/28	LEITCH PRINTING CORP.	110-01-51601-311-000 521-09-50101-311-000 520-09-50301-311-000 110-01-51303-311-000	10/16-CD PRINTING SE 09/16-AR PRINTING SE 10/16-TD PRINTING SE 10/16-PE PRINTING SE ..... CHECK TOTAL	72.00 39.50 39.50 39.50 190.50
162539	10/28	OAKES & SON, INC., A. W.	404-11-50903-219-000	RUNWAY REPAIR	6,741.00
162540	10/28	PAYNE & DOLAN INC.	403-11-51202-588-000 110-03-53103-355-000 110-03-53103-355-000	10/16-AGGREGATE MATE 10/16-ST ASPHALT MAT 10/16-ST ASPHALT MAT ..... CHECK TOTAL	6,103.69 485.92 271.25 6,860.86
162541	10/28	WEST GROUP	110-01-50301-322-000	09/16 ONLINE MATERIA	840.42
162542	10/28	WISCONSIN FUEL & HEATING	520-09-50106-341-000	10/16 7401 GALS DIES	14,581.45
162543	10/28	BADGER PRESS, INC.	110-01-51301-311-000 110-02-52201-311-000	08/16 AD PRINT SERVI 08/16 FD PRINT SERVI ..... CHECK TOTAL	108.23 108.22 216.45
162544	10/28	A & R DOOR SERVICE	110-02-52203-246-000	09/16 FD #4 DOOR REP	928.00
162545	10/28	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21514-000-000 110-00-21614-000-000	10/28/16 HRLY DEDCTS 10/28/16 HRLY DEDCTS 10/28/16 HRLY DEDCTS 10/28/16 HRLY DEDCTS 10/28/16 HRLY DEDCTS ..... CHECK TOTAL	22,003.55 11,967.30 11,967.25 3,281.00 3,280.84 52,499.94
162546	10/28	FIREFIGHTERS' LOCAL 414	110-00-21554-000-000	10/31/16 SAL DEDCTS	11,637.08
162547	10/28	KPSOA	110-00-21552-000-000	10/31/16 SAL DEDCTS	1,750.00
162548	10/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	10/31/16 SAL DEDCTS	9,357.12
162549	10/28	T-MOBILE	501-09-50103-226-000	9/08-10/07 WIRELESS	42.19

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT	
162550	10/28	PITNEY BOWES	GLOBAL FINANCE	110-01-51306-311-000	10/16-MAIL MACH. SUP	386.59
162551	10/28	MG TRUST COMPANY	761-09-50101-151-000 761-00-21599-000-000	10/16-PIRO/RIMKUS 10/16-PIRO/RIMKUS ..... CHECK TOTAL	250.12 250.12 500.24	
162552	10/28	UNITED HOSPITAL SYSTEM	110-02-52103-219-000 110-02-52102-219-000 110-02-52102-219-000 110-02-52103-219-000	LAB #16-112878 MED REC #16-135500 MED REC LAB ..... CHECK TOTAL	99.20 88.45 68.79 49.20 305.64	
162553	10/28	MESSERLI & KRAMER P.A.	110-00-21581-000-000	10/31/16 K SUCHY	375.99	
162554	10/28	MANDLIK & RHODES	501-09-50102-219-000 501-09-50102-219-000 501-09-50102-219-000 501-09-50102-219-000	09/16-WASTE COUPON P 10/16-WASTE COUPON P 10/16-WASTE COUPON P 10/16-WASTE COUPON P ..... CHECK TOTAL	350.00 162.48 161.16 56.16 729.80	
162555	10/28	PACE ANALYTICAL	227-09-50101-219-000 497-11-50201-219-000 497-11-50201-219-000	8/18/16-LAB SERVICE 7/18/16-LAB SERVICES 7/27/16-LAB SERVICE ..... CHECK TOTAL	2,450.00 1,100.00 50.00 3,600.00	
162556	10/28	CICCHINI ASPHALT LLC	402-11-51503-585-000 402-11-51603-585-000 403-11-51504-588-000 501-09-50105-219-000	7TH AVE PROJECT 7TH AVE PROJECT 7TH AVE PROJECT 09/16 SW ASPHALT INS ..... CHECK TOTAL	11,718.95 10,022.37 1,218.00 357.50 23,316.82	
162557	10/28	SAM'S CLUB	524-05-50101-397-000	09/16 PA SUPPLIES/ME	669.15	
162558	10/28	LEE PLUMBING, INC.	110-02-52203-241-000	10/16-FD#4 HVAC, PLU	708.36	
162559	10/28	LAKE SIDE INTERNATIONAL TRUCK	630-09-50101-393-000 520-09-50201-347-000 206-02-52205-344-000	09/16 SE PARTS/MATER 09/16 TD BUS PARTS/M 09/16 FD PARTS/MATER ..... CHECK TOTAL	10,998.24 694.84 223.05 11,916.13	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162560	10/28	SHRED-IT USA	110-01-51801-246-000 110-02-52203-246-000	09/16 MB COLLECT/SHR 07/16 FD DOCUMENT SH ..... CHECK TOTAL	184.00 18.81 202.81
162561	10/28	AUTO ZONE INC.	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/16 SE PARTS/SUPPL 09/16 SE #2426 PARTS 09/16 SE RETURN PART ..... CHECK TOTAL	59.08 6.47 29.54CR 36.01
162562	10/28	US CELLULAR	110-01-51601-226-000 205-03-53118-226-000	10/06-11/05 CELL SER 10/06-11/05 WA CELL ..... CHECK TOTAL	40.55 1.25 41.80
162563	10/28	ADVANCED DISPOSAL	205-03-53118-253-000	9/16 423.3 TONS	7,615.19
162564	10/28	MALSACK, J	110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570	09/16 3717 13TH ST 09/16 6015 14TH AVE 09/16 2003 53RD ST ..... CHECK TOTAL	485.42 210.00 188.32 883.74
162565	10/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	10/28/16 HRLY DEDCTS	165.50
162566	10/28	MARTIN PETERSEN COMPANY, INC.	520-09-50201-246-000	INTAKE ACTUATORS	1,060.00
162567	10/28	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	J LIVINGSTON	66.44
162568	10/28	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 CITY HRLY WATER SAL LIBRARY SAL WATER HOURLY ..... CHECK TOTAL	25,029.14 8,007.11 3,775.83 1,305.00 618.65 38,735.73
162569	10/28	SWIDERSKI EQUIPMENT, INC	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	08/16-SE#3020 PARTS 08/16-SE#3020 PARTS/ 08/16-SE#3020 PARTS/ ..... CHECK TOTAL	1,163.47 68.69 53.26 1,285.42
162570	10/28	FASTENAL COMPANY	630-09-50101-393-000 110-03-53110-361-000 501-09-50105-361-000 630-09-50101-393-000 630-09-50101-393-000 520-09-50201-347-000 110-05-55109-344-000 110-05-55109-344-000 630-09-50101-393-000	10/16 SE #8515 TOOLS 10/16 ST TOOLS/MATER 09/16 SW TOOLS/MATER 10/16 SE #8515 TOOLS 10/16 SE #2261 TOOLS 10/16 TD TOOLS / MAT 10/16 PA TOOLS/MATER 09/16 PA TOOLS/MATER 10/16 SE #1959 TOOLS ..... CHECK TOTAL	59.72 48.59 32.93 32.49 21.77 15.76 11.54 9.42 .51 232.73

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162571	10/28	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	4TH QTR ELEVATOR MAI	135.90
162572	10/28	OSI ENVIRONMENTAL INC	521-09-50101-341-000 110-03-53117-253-000 110-03-53117-253-000 110-03-53117-253-000	09/16-AR REMOVAL SER 08/16-WA REMOVAL SER 09/16-WA REMOVAL SER 10/16-WA REMOVAL SER ..... CHECK TOTAL	125.00 65.00 65.00 65.00 320.00
162573	10/28	BASCOM, BUDISH & CEMAN, S.C.	110-09-56405-212-000 110-09-56405-212-000	23041 9/16 WENGER 8/8-9/12/16 M JOHNSO ..... CHECK TOTAL	225.15 165.00 390.15
162574	10/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000 110-00-21581-000-000	10/28/16 G GRANADO 10/28/16 C EDWARDS ..... CHECK TOTAL	104.00 35.00 139.00
162575	10/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/31/16 W HAMILTON	743.00
162576	10/28	CHAPTER 13 TRUSTEE	110-00-21581-000-000	10/31/16 A GONZALES	245.00
162577	10/28	STAPLES	630-09-50101-393-000 110-02-52103-311-000 110-01-51101-311-000 110-03-53101-311-000	09/16 SE MISC OFFICE 10/16 PD MISC OFFICE 10/16 FN MISC OFFICE 10/16 PW MISC OFFICE ..... CHECK TOTAL	178.12 66.48 42.88 41.79 329.27
162578	10/28	ULINE	110-05-55109-382-000 110-05-55109-382-000 110-05-55109-382-000 110-05-55109-382-000 110-05-55109-382-000	TOILET TISSUE, HANDSOAP ROLL TOWEL PARA BLOCK EARPLUGS ..... CHECK TOTAL	394.00 300.00 150.00 100.80 72.00 1,016.80
162579	10/28	MENARDS (KENOSHA)	110-02-52203-361-000 110-05-55109-357-000 501-09-50105-357-000 110-05-55109-361-000 110-05-55109-361-000 110-01-51801-389-000 110-03-53107-344-000 110-05-55109-344-000 110-05-55109-357-000 110-05-55109-344-000 520-09-50201-347-000 110-05-55109-361-000 110-03-53110-389-000 520-09-50201-347-000 110-02-52103-365-000 110-05-55109-361-000	09/16 FD MERCHANDISE 08/16 PA MERCHANDISE 09/16 SW MERCHANDISE 09/16 PA MERCHANDISE 09/16 PA MERCHANDISE 09/16 MB MERCHANDISE 09/16 ST MERCHANDISE 06/16 PA MERCHANDISE 09/16 PA MERCHANDISE 09/16 PA MERCHANDISE 09/16 TD MISC MERCHA 09/16 PA MERCHANDISE 07/16 ST MERCHANDISE 09/16 TD MISC MERCHA 09/16 PD MERCHANDISE 09/16 PA MERCHANDISE	447.26 276.76 217.76 80.27 72.67 69.87 67.64 65.87 61.58 58.22 33.37 23.85 13.93 9.97 7.99 6.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53110-389-000	07/16 ST MERCHANDISE	3.94
			206-02-52205-344-000	09/16 FD MERCHANDISE	2.85
				..... CHECK TOTAL	1,520.78
162580	10/28	PAYNE & DOLAN	402-11-51601-585-000	30TH AVE-RESURFACING	62,947.31
			403-11-51202-588-000	30TH AVE-STORM SEWER	60,452.64
				..... CHECK TOTAL	123,399.95
162581	10/28	DOCTORS OF LANDSCAPING	227-09-50101-249-000	09/16 PW GRASS CUTTI	4,400.00
162582	10/28	RED WING SHOE CO	110-03-53116-367-000	09/16-PW SAFETY BOOT	100.00
162583	10/28	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	9/16 DEDCTS	1,593.72
162584	10/28	BEST DOCTORS	611-09-50101-155-527	09/16 PREMIUM	1,500.70
162585	10/28	BELLE CITY FIRE EXTINGUISHER	110-01-51801-246-000	10/16 MB EXTINGUISHE	232.35
162586	10/28	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	10/31/16 L DIETRICK	262.03
162587	10/28	SOLUTRAN, INC	611-09-50101-155-000	11/16 FEE	362.88
162588	10/28	WIS SCTF	110-00-21581-000-000	10/28/16 HRLY DEDCTS	1,680.24
162589	10/28	WIS SCTF	110-00-21581-000-000	10/31/16 SAL DEDCTS	9,921.76
162590	10/28	AMERICAN AUTO BODY	520-09-50201-347-000	REPAINT BUS 4032	3,300.00
			520-09-50201-344-000	REPAINT BUS 4034	3,300.00
				..... CHECK TOTAL	6,600.00
162591	10/28	J & H HEATING, INC	420-11-51302-583-000	3 AIR HANDLER UNITS	30,639.00
			420-11-51402-583-000	3 AIR HANDLER UNITS	10,445.50
				..... CHECK TOTAL	41,084.50
162592	10/28	COE COLLEGE	724-00-21933-000-000	KLOIBER SCHOLARSHIP	5,000.00
162593	10/28	NW3C, INC.	110-02-52107-264-000	10/18/16-4 OFFICERS	1,596.00
162594	10/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	10/31/16 M HOWARD	375.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162595	10/28	MILWAUKEE SPRING AND	630-09-50101-393-000 630-09-50101-393-000	09/16-SE PARTS/LABOR 09/16-SE PARTS/LABOR ..... CHECK TOTAL	2,620.96 90.78 2,711.74
162596	10/28	GILLIG CORPORATION	520-09-50201-347-000	09/16-BUS PARTS	1,619.46
162597	10/28	AIRGAS NORTH CENTRAL	206-02-52205-344-000 206-02-52205-344-000 110-03-53107-344-000 206-02-52205-389-000 206-02-52205-389-000 206-02-52205-389-000	09/16 FD #4 INDUSTRI 09/16 FD #7 INDUSTRI 10/16 ST INDUSTRIAL 09/16 FD #5 INDUSTRI 09/16 FD #3 INDUSTRI 09/16 FD #2 INDUSTRI ..... CHECK TOTAL	201.46 88.59 57.78 52.16 52.16 30.28 482.43
162598	10/28	EAGLE FLIGHT BUSINESS FORMS	110-01-51101-311-000	1095-C FORMS	46.00
162599	10/28	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	10/16 DEDCTS	2,492.68
162600	10/28	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	9/1/16 MIELOSZYK	59.40
162601	10/28	UNITED OCC MEDICINE	110-09-56405-161-000 110-09-56405-161-000	9/1/16 MIELOSZYK 9/6/16 MIELOSZYK ..... CHECK TOTAL	285.30 270.00 555.30
162602	10/28	AURORA HEALTH CARE	110-09-56405-161-000 110-09-56405-161-000	9/29/16 KENNEDY 9/26/16 BARLETT ..... CHECK TOTAL	371.45 152.15 523.60
162603	10/28	GENEX SERVICES INC	110-09-56405-161-000 110-09-56405-161-000	10/3-18/16 FITZGERAL 9/12-10/19/16 BARLET ..... CHECK TOTAL	2,431.80 736.64 3,168.44
162604	10/28	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	09/16 MEDICAL DIRECT	5,971.92
162605	10/28	RE/MAX ELITE TRUST ACCT.	461-11-51601-581-000 461-11-51601-581-000	ACQ 4921 37TH AVE ACQ 3620 50TH ST ..... CHECK TOTAL	1,000.00 1,000.00 2,000.00
162606	10/28	KOHN LAW FIRM S.C.	110-00-21581-000-000	10/28/16 F FABIANO	23.43
162607	10/28	KOHN LAW FIRM S.C.	110-00-21581-000-000	10/25/16 W BEAL	75.81
162608	10/28	KOHN LAW FIRM S.C.	110-00-21581-000-000	10/31/16 J STROUF	613.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
162609	10/28	ISHMAEL, DAVID & APRIL	110-00-21534-000-000	OCTOBER PREMIUM	17.08
162610	10/28	CRAWFORD, BERNADETTE	402-11-51504-586-000	SIDEWALK REPAIR	3,400.00
162611	10/28	AMERICOLLECT, INC	110-00-21581-000-000	10/28/16 G WALUS	164.92
162612	10/28	HEATING & COOLING SOLUTIONS	110-00-44805-000-000	PERMIT-1566 16 AVE	40.00
162613	10/28	HOFMANN, ROBERT & KAREN	402-11-51504-586-000	SIDEWALK REPAIR	340.00
162614	10/28	BARATTA, FRANK	402-11-51504-586-000	SIDEWALK REPAIR	340.00
162615	10/28	AJPN INC	110-00-44203-000-000 110-00-44507-000-000	CLASS B BEER/LIQUOR CABARET LICENSE ..... CHECK TOTAL	425.00 125.00 550.00
162616	10/28	GEISSMAN, JENNIFER	110-00-44304-000-000	2016 DOG LICENSE	17.50
162617	10/28	KANSAS CITY SOUTHERN Rwy CO	110-00-21112-000-000	SPC ASMT REFUND	27.64
162618	10/28	LLP, GWK-ALK	110-00-21112-000-000	SPC ASMT REFUND	4.50
162619	10/28	DESOTELL, RICK	110-03-53107-263-000	10/17-18 MADISON	92.00
162620	10/28	SCHRANDT, JONATHAN	110-02-52103-341-000	K-9 CONF-FUEL	50.50
162621	10/28	HILL, RYAN	110-02-52103-263-000	10/7/16 WINNEBAGO	8.00
162622	10/28	MIELOSZYK, NORMAN	110-09-56405-161-000	9/22/16 RX REIMB	355.65
162623	10/28	MENGO, DALE	110-09-56405-166-000	11/1-30/16 PPD	1,395.33
162624	10/28	NICHOLS, DUSTY	110-02-52103-341-000	K-9 CONFERENCE FUEL	49.00
GRAND TOTAL FOR PERIOD *****					2,556,127.80

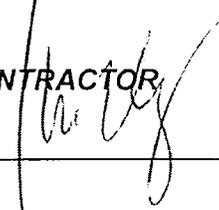
**THE CITY OF KENOSHA**

**CHANGE ORDER**

Project Name: 2016 Tree Removal  
Project Number: 16-1417  
C.I.P. Line Item: PK-93-004  
Purchase Order #: 160870  
Contractor: Clean Cut Tree Service, Inc.  
Park Commission Action: 11/14/16  
Public Works Committee Action: 11/14/16  
Finance Committee: N/A  
Date of Common Council Action: 11/21/16

City and contractor agree that the above contract is amended to specify that contract completion deadline will be extended 45 days. The project will be completed no later than December 19, 2016.

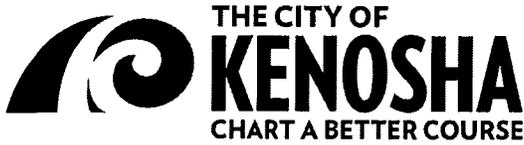
This change order is approved by:

**CONTRACTOR**  
  
\_\_\_\_\_

**CITY OF KENOSHA, MAYOR**  
\_\_\_\_\_

**DATE**  
11.8.16  
\_\_\_\_\_

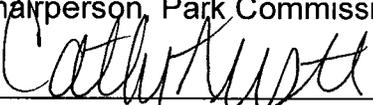
**DATE**  
\_\_\_\_\_  
\_\_\_\_\_



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

November 9, 2016

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

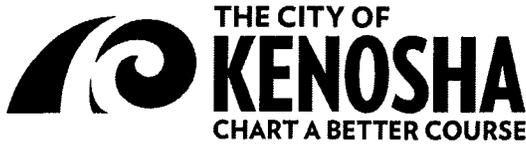
From: Cathy Austin, PE   
Deputy Director of Public Works/City Engineer

Subject: Acceptance of Project 13-1413 Petzke Park Phase 2  
Location: 1700 29<sup>th</sup> Street

Please be advised that the above referenced project has been satisfactorily completed by Rasch Construction & Engineering, Inc., Kenosha, Wisconsin. This project consisted of base bid; erosion control, earthwork, installing concrete pavement, installing storm sewer, installing water service, construction of a new park shelter with restrooms on a concrete slab, installation of electric service, site lighting and site restoration; Alternate 1: installing sidewalk to 29<sup>th</sup> Street; and Alternate 3: planting 33 trees.

It is recommended that the project be accepted in the final amount of \$551,009.05. Original contract amount was \$518,426.63 plus \$77,573.37 for contingency for a total of \$596,000.00. Funding was from CIP Line Item PK-11-001.

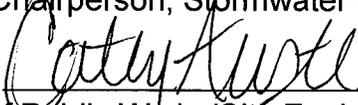
CMA/kjb



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

November 9, 2016

To: David F. Bogdala, Chairperson, Public Works Committee  
Jesse Downing, Chairperson, Stormwater Utility Committee

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

Subject: Acceptance of Project 13-1132 River Crossing Swale Phase 2  
Location: From 67<sup>th</sup> Street South 415 FT along rear lots between 107<sup>th</sup> Avenue and 108<sup>th</sup> Avenue

Please be advised that the above referenced project has been satisfactorily completed by Applied Ecological Services, Brodhead, Wisconsin. This project consisted of removal of selective herbaceous species, removal of debris, applying herbicide, preparing soils by tilling and/or disking, plant emergent, wet meadow vegetation, seed no-mow fescue and installing and maintaining all erosion and sediment control measures.

It is recommended that the project be accepted in the final amount of \$39,671.76. Original contract amount was \$40,249.80 plus \$5,750.20 for contingency for a total of \$46,000.00. Funding was from CIP Line Item SW-10-005.

CMA/kjb



**BECK, CHAET,  
BAMBERGER & POLSKY, S.C.**

Two Plaza East, Suite 1085  
330 East Kilbourn Avenue  
Milwaukee, Wisconsin 53202

414.273.4200  
Fax 414.273.7786

E-mail: [kwilliams@bcblaw.net](mailto:kwilliams@bcblaw.net)

November 17, 2016

**VIA EMAIL AND US MAIL**

[mknight@kenosha.org](mailto:mknight@kenosha.org)

Matthew A. Knight, Deputy City Attorney  
City of Kenosha  
625 52<sup>nd</sup> Street  
Kenosha, WI 53140

Re: *Kenosha Community Health Center*

Dear Mr. Knight:

Please be advised that our firm represents Kenosha Community Health Center (“KCHC”) and I have been asked to respond to the Resolution that was served on our client’s representatives on November 16, 2016. Per the Resolution, and your cover letter, both Mary Coffey, KCHC’s Executive Director, and Bill Roberts, the President of KCHC’s Board of Directors, have been asked to attend a meeting of the Kenosha Common Council on November 21, 2016, to answer questions regarding KCHC’s CDBG funding request, operational concerns and subsequent deadline extension. While it is KCHC’s desire to be responsive to the City’s concerns, and to comply with the terms of its Sub-Grantee Agreement (the “Grant”), KCHC has concerns regarding the scope and nature of the proposed questioning, and some of the statements that have appeared in the Kenosha News regarding this matter.

I do not know how familiar you are with Federally Qualified Health Centers (“FQHC”), but there appears to be some misunderstandings with regard to the governance of KCHC. As a FQHC, KCHC serves medically underserved areas and populations as designated by federal guidelines. KCHC is part of the federal Health Center Program under Sec. 330 of the Public Health Service Act, 42 U.S.C. § 201, et seq., which is administered by the Health Resources and Services Administration (“HRSA”), within the department of Health and Human Services. FQHC’s operate under a board of directors governance structure, and function under the supervision of HRSA. Although the organizers of KCHC chose to incorporate the name of the city into the Center’s name, this did not grant or otherwise vest management or oversight of KCHC to city officials, nor does it limit the geographic area which KCHC serves.



**BECK, CHAET,  
BAMBERGER & POLSKY, S.C.**

Matthew A. Knight, Deputy City Attorney  
November 17, 2016  
Page 2

According to remarks reportedly made by Alderman Dave Bogdala, he and other council members are concerned about KCHC's expansion of services beyond the City of Kenosha at the expense of services provided to residents within the City, which is one of the stated reasons for the Resolution. However, the "expansion" of services into Silver Lake is consistent with the Bylaws and Mission Statement of KCHC, which state that KCHC is a non-profit organization "offering to the underserved citizens of Kenosha County comprehensive health care . . . ." Silver Lake is located within Kenosha County, and is therefore properly within the area to be serviced by KCHC. Moreover, Article III of KCHC's Bylaws provides that its service areas shall include not only the City of Kenosha, but also the City's "surrounding areas," and other designated environs as the Board of Directors may approve. It should also be noted that KCHC has served patients from both the Silver Lake area and Racine County for years, with the only difference now being that the patients will not have to drive as far to obtain services.

With respect to the Council's stated concerns regarding the layoff of dental hygienists earlier this year, KCHC provided a comprehensive explanation of that decision to the City and Tony Geliche, Kenosha's Community Development Specialist, this past summer. The layoff of the dental assistants and hygienists was related solely to the loss of dentists, and was wholly unrelated to KCHC's provision of medical or behavioral health services to the City of Kenosha. While the City certainly has the right to be concerned about any layoff that occurs within the City, I am not aware of any legal basis upon which to summon KCHC's executive director or board president before the Common Council to discuss internal personnel staffing at KCHC's Dental Clinic. Notwithstanding, I am pleased to be able to report that KCHC has recently hired two new full-time dentists, and based upon staffing needs, it anticipates hiring additional dental assistants and hygienists in the near future.

KCHC recognizes that it has obligations to the City pursuant to its Sub-Grantee Agreement with the City dated August 3, 2015. Under the terms of this Grant, the City agreed to provide KCHC funding for facility improvements to enable KCHC to improve its behavioral health services access. While the Grant was to expire on July 31, 2016, because the original bids for the project were far in excess of what KCHC had anticipated, KCHC modified its plans and requested an extension until December 31, 2016 to make the modifications to its facility.

It is my understanding that Alan Marshall, KCHC's Chief Operating Officer, met with Tony Geliche and Alderman Kennedy prior to a Finance Committee meeting on July 18, 2016, to discuss the requested extension. Mr. Marshall also went before the Finance Committee and engaged in an extensive discussion with its members regarding the change in plans, subsequent to which the finance committee recommended the extension of the Grant until December 31, 2016. At the Common Council meeting following the Finance Committee meeting, the Common



**BECK, CHAET,  
BAMBERGER & POLSKY, S.C.**

Two Plaza East, Suite 1085  
330 East Killbourn Avenue  
Milwaukee, Wisconsin 53202

414.273.4200  
Fax 414.273.7786

Matthew A. Knight, Deputy City Attorney  
November 17, 2016  
Page 3

Council, again after significant discussion, approved the recommendation for the extension of the Grant.

At that time, both Finance Committee members and several Council members indicated that they wanted to meet with KCHC to discuss “things” they were reading in the press and hearing from former employees. It was my understanding that efforts were made to coordinate such a meeting, but that KCHC was told by Council members that they were instructed by their attorney that they could not meet with Mary Coffey and/or Bill Roberts to discuss the City’s Grant, as such would require an open meeting under Wisconsin’s Open Meetings Law.<sup>1</sup> Accordingly, KCHC offered to respond in writing to any questions that the Council may have, but the Council never submitted any questions to KCHC pursuant to this offer. As of today’s date, both offers remain on the table; KCHC is willing to discuss the Council’s Grant concerns with Alderman Kennedy and Bogdala at any time, and they are willing to respond to any specific questions the Council may have regarding the City’s Grant. It should be noted that Alderman Kennedy did attend KCHC’s Open House this past summer at which time KCHC’s CFO answered many detailed questions regarding KCHC’s finances and operations. KCHC has also issued a standing invitation to the Mayor of Kenosha to visit KCHC’s facilities and discuss its’ services.

With regard to the City’s Grant, it is my understanding that KCHC is in compliance with the reporting requirements of the Grant, and with all other terms and conditions of the Sub-Grantee Agreement. After the extension was approved, both KCHC and its contractor have been in consistent weekly or bi-weekly contact with Tony Geliche regarding the project, starting with a pre-construction meeting in mid-September. Further, KCHC has submitted the Narrative required by Ex. D to the Grant on a regular basis since December of 2015, with the most recent report submitted in October, 2016. (See attached.) Although KCHC’s next Narrative report is not due until November 30, 2016, it is my understanding that construction on the Grant project has been completed, and the City conducted a final inspection on November 11, 2016. As of today’s date, that the only remaining work that needs to be done is the installation of sound reduction panels and flooring, and a panic button in the behavior health office, both of which Tony Geliche approved via email on November 15, 2016.

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<sup>1</sup> I find this position to be a curious one, as the Wisconsin Supreme Court has interpreted Wisconsin’s Open Meeting Law as applying when members of a governmental body meet to engage in government business only if the numbers of members present are sufficient to determine the parent body’s course of action regarding the proposal discussed at the meeting. *State ex. rel. Newspapers, Inc. v. Showers*, 135 Wis. 2d 77, 398 N.W.2d 154 (1987). I fail to see how 2 or 3 members of the Council meeting with Mary Coffey and/or Bill Roberts would trigger the necessity for such a meeting to be an open meeting.



**BECK, CHAET,  
BAMBERGER & POLSKY, S.C.**

Matthew A. Knight, Deputy City Attorney  
November 17, 2016  
Page 4

I trust the foregoing is responsive to the City's concerns. While KCHC is willing to discuss its CDBG with City officials at any time, there is nothing in the Grant that requires KCHC to subject its leadership to responding to questions that go far beyond the scope of the Grant, and which, according to the Resolution and the newspaper articles, concern issues wholly unrelated to the City's Grant, and for which KCHC is accountable to HRSA and the federal government, who approve and fund KCHC's activities through the Center's Section 330 grants. If the City believes that KCHC is somehow not in compliance with the August 3, 2015 Sub-Grantee Agreement, please so inform the undersigned, and KCHC will be happy to respond and meet with City officials to address any concerns regarding non-compliance. What KCHC is not willing to do is to have its management subjected to random questioning at a public forum, where the stated scope of said questioning will clearly exceed the scope of KCHC's contractual obligations to the City of Kenosha.

I am happy to discuss any of the foregoing with you at your convenience, or to assist in arranging a meeting between Aldermen Bogdala and Kennedy and my client's representatives.

Very truly yours,

BECK, CHAET, BAMBERGER & POLSKY, S.C.

Katherine L. Williams

KLW:sle  
Enclosures  
cc: Bill Roberts (via e-mail)  
Mary Coffey (via e-mail)  
File No. 06085

Exhibit D

NARRATIVE

**Kenosha Community Health Center, Inc.  
Renovation – September 2016**

To assist the City in keeping up to date on your program’s operation, please describe:

- Program accomplishments
- Clients served
- Service trends, changes or challenges
- Changes in funding or expenses
- Agency or Board initiatives
- Staff changes

Attach additional sheets if necessary:

<p><b>Program Accomplishments:</b>                  Rasch Construction &amp; Engineering, 4715 Green Bay Road, Kenosha, WI 53144 was selected to complete the remodeling project at KCHC’s 22<sup>nd</sup> Ave. site to convert its current breakroom (next to the medical records room) into the behavioral health room and convert the medical records room into the breakroom. A timeline for the work and the start date of October 17<sup>th</sup>, 2016 has been confirmed. The timeline is as follows:                  Day 1-2 Remove concrete in new breakroom area for plumber, remove existing cabinets, wall framing                  Day 2-3 Rough in new plumbing and electrical                  Day 4-5 inspections                  Day 5-6 Hang drywall, infill concrete                  Day 6-7 (a few hours each day...all depends on dry time)tape and finish drywall                  Day 8 Painting                  Day 9 Cabinets/Door                  Day 10 Finish Electrical/Hook up Sink                  Day 11-15 City Final Inspections for Occupancy                  If the start date and timeline goes as planned the remodeling project should be completed the first week of November.</p>
<p><b>Clients Served:</b> Renovation, once complete, will service Behavioral Health patients at KCHC’s 22<sup>nd</sup> Avenue clinic. No new clients have received services yet so Exhibit E has not been included with this report.</p>
<p><b>Service trends, changes or challenges:</b> Contractor has been selected and work will began on 10/17/2016.</p>
<p><b>Changes in funding or expenses:</b> KCHC submitted an invoice for cost of the architect of \$4,000 on September 20<sup>th</sup>. The remaining funds will be used for the remodeling cost.</p>
<p><b>Agency or Board initiatives:</b> No Agency or Board initiatives related to this funding.</p>
<p><b>Staff changes:</b> KCHC’s new Grant Project Manager, Nicole Hunt, started on September 20<sup>th</sup>, 2016. The new Grant Project Manager will be overseeing reporting for these funds. Future communications can be sent to <a href="mailto:nhunt@kenoshachc.org">nhunt@kenoshachc.org</a> or at 262-764-3613.</p>

JUDY BUSCHE LLC  
PO BOX 972 KENOSHA WI 53144  
PHONE (262)-654-7086 FAX 262-654-4372

AFFIDAVIT OF ATTEMPTED SERVICE

The Affiant, being first duly sworn on oath states the following:

1. That he/she is an adult resident of the County of Kenosha, State of Wisconsin, and not a party to this action.
2. That, with due diligence, he/she attempted to personally serve the described papers on the person, at the place, and on the date as follows:

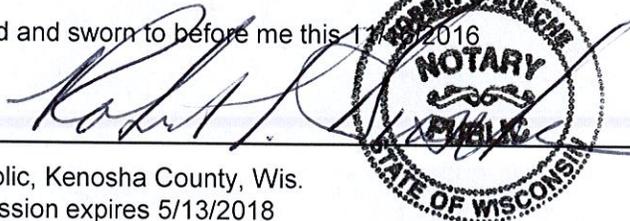
CASE #	FILE #	COURT DATE
ACTION ENTITLED	CITY OF KENOSHA	
(and) (vs)	KENOSHA COMMUNITY HEALTH SERVICES, INC	
Papers Served	LETTER DATED 11/16/2016 TO WILLIAM E ROBERTS, PRESIDENT OF KENOSHA COMMUNITY HEALTH SERVICES, INC	
Person Served	UNKNOWN F/W, 5'6", 140LBS, BRO HAIR, PERSON APPARENTLY IN CHARGE OF & FOR WILLIAM E ROBERTS, PRESIDENT- KENOSHA COMMUNITY HEALTH SERVICES, INC	
Place of Service	625 57TH STREET, STE 700, KENOSHA WI	

Date	Time	Comments
11/16/2016	1139	At 625 57th Street, ste # 700, I approached a male worker to ask if he could help me; I asked to speak to William E. Roberts or Mary Coffey, he said he didn't believe either was there, but he would go check. As he started to walk away from his desk a female from the back corner of the office stood up and told him that she would take care of this. She came out and asked who I was looking for. I again stated that I was looking for William Roberts and Mary Coffey, she said they were not in today. I asked if she was the person in charge, she asked why I wanted to know. I told her that if she was the person in charge then I could leave the papers with her so she could get them to Ms. Coffey & Mr. Roberts. She said she was not the person in charge, I asked to speak to the person that was in charge, she said there was no one. I felt she was being un-cooperative and told her I would leave the papers on the desk, which I did. She picked them up and told me that I couldn't leave them there. I left the office, leaving the papers with her.

*Judith A. Busche*

Judith A Busche

Subscribed and sworn to before me this 11/16/2016



Notary public, Kenosha County, Wis.  
My commission expires 5/13/2018

Service Fee \$55.00

KENOSHA CITY ATTORNEY



COPY

MATTHEW A. KNIGHT  
Deputy City Attorney

November 16, 2016

William E. Roberts, President  
Kenosha Community Health Services, Inc.  
625 57<sup>th</sup> Street, Ste. 700  
Kenosha, WI 53140

Dear Mr. Roberts:

Please be advised, pursuant to Resolution 136-16, enclosed and served upon you, your presence is requested at the meeting of the City of Kenosha Common Council on **November 21, 2016, at the Kenosha Municipal Office Building, Room 200, 625-52<sup>nd</sup> Street, Kenosha, Wisconsin, at 7:00 p.m.**, to discuss questions outlined in the Resolution regarding the Kenosha Community Health Center's CDBG funding request, operational concerns and subsequent deadline extension. Note, the meeting is scheduled for November 21<sup>st</sup>, not November 17<sup>th</sup>, 2016.

Very truly yours,

Matthew A. Knight  
Deputy City Attorney

MAK/df  
Encl.



COPY

**RESOLUTION 136-16**

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**  
**CO-SPONSOR: ALDERPERSON MITCHELL PEDERSEN**

**TO INVITE THE EXECUTIVE DIRECTOR AND THE PRESIDENT OF  
THE KENOSHA COMMUNITY HEALTH CENTER TO A MEETING OF  
THE COMMON COUNCIL TO ANSWER QUESTIONS REGARDING  
THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING  
REQUEST AND SUBSEQUENT DEADLINE EXTENSION**

**WHEREAS**, the Community Development Block Grant (CDBG) program is a flexible program administered by the United States Department of Housing and Urban Development that provides communities with resources to address a wide range of unique community development needs; and

**WHEREAS**, the CDBG program provides annual grants on a formula basis to general units of local government, including the City of Kenosha, to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for low and moderate income persons; and

**WHEREAS**, local governments, including the City of Kenosha, distribute the CDBG funds to community organizations pursuant their respective Consolidated Plan (which is a jurisdiction's comprehensive planning document and application for funding); and

**WHEREAS**, agreements for the use of CDBG funds for 2015 were approved by the Common Council on August 3, 2015, including to the Kenosha Community Health Center, Inc. (KCHC) in the amount of \$26,000; and

**WHEREAS**, KCHC is a not-for-profit charitable organization, that purports to provide affordable and quality primary medical, dental and behavioral health care; and

**WHEREAS**, the \$26,000 CDBG funds for 2015 were to be spent by July 31, 2016, for the expansion of the behavior health facilities at the KCHC offices in the City of Kenosha; and

**WHEREAS**, on July 18, 2016, the Common Council approved an extension for completion of the expansion of the behavioral health facilities until December 31, 2016; and

**WHEREAS**, extension of the behavioral health facilities is commencing pursuant to the original grant; and

**WHEREAS**, the executive director of KCHC at the time of allocation of CDBG funds was Mary Coffey, and the directors were Shebaniah Muhammad, Nicole Bardwell, Jay A. Cashmore, Daniel Heyden, Noble Conforti, Joseph E. Michaelis, Katie Oatsvall, Coventrus O'Neal, William F. Roberts, and Roxane Rohani; and

**WHEREAS**, KCHC has announced it is growing outside of the City of Kenosha with the mobile unit that will service Racine residents and the expansion to open a clinic in Silver Lake; and

**WHEREAS**, nearly contemporaneously with the announcement of the expansion outside of the City of Kenosha and County of Kenosha, KCHC announced it was laying off dental hygienists at its offices in City of Kenosha; and

**WHEREAS**, the Common Council is properly concerned that the expansion of services outside the City will be at the expense of services provided to residents within the City.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council for the City of Kenosha expresses its concern regarding the services to be provided to residents and City of Kenosha and therefore requests the presence of the Executive Director and of the President of the Kenosha Community Health Center, Inc. to come before the Common Council at its regular meeting on November 17, 2016, at the Kenosha Municipal Office Building, Room 200, 625 52<sup>nd</sup> Street, at 7:00 PM or as soon thereafter as the item may be taken up by the Common Council to answer questions regarding their CDBG funding request, operational concerns, and subsequent deadline extension.

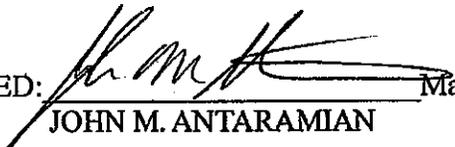
**BE IT FURTHER RESOLVED** that the Kenosha Community Health Center, Inc. is urged to take such action necessary, including but not limited to amending their bylaws, to increase their board of directors by one member, who by the requirements of such action, will be appointed by the Mayor of the City of Kenosha, and confirmed by the Common Council for the City of Kenosha.

**BE IT FURTHER RESOLVED** that the City Clerk/Treasurer is directed to serve a copy of this resolution on the Executive Director and to the President of the Kenosha Community Health Center, Inc.

**BE IT FURTHER RESOLVED** that Service shall be in the manner provided in Wis. Stats., Chapter 801 for civil actions, except Service shall not be made by publication. The City Clerk/Treasurer shall return the Affidavit of Service documenting the required Service to the Common Council.

Adopted this 7th day of November, 2016.

ATTEST:  City Clerk  
DEBRA L. SALAS

APPROVED:  Mayor  
JOHN M. ANTARAMIAN

Date: 11/11/16

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney

**JUDY BUSCHE LLC  
PO BOX 972 KENOSHA WI 53144  
PHONE (262)-654-7086 FAX 262-654-4372**

**AFFIDAVIT OF ATTEMPTED SERVICE**

The Affiant, being first duly sworn on oath states the following:

1. That he/she is an adult resident of the County of Kenosha, State of Wisconsin, and not a party to this action.
2. That, with due diligence, he/she attempted to personally serve the described papers on the person, at the place, and on the date as follows:

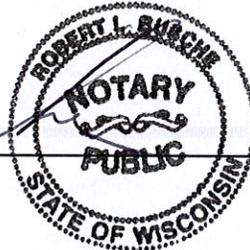
CASE #	FILE #	COURT DATE
ACTION ENTITLED	CITY OF KENOSHA	
(and) (vs)	KENOSHA COMMUNITY HEALTH SERVICES, INC	
Papers Served	LETTER DATED 11/16/2016 TO MARY COFFEY, EXECUTIVE DIRECTOR OF KENOSHA COMMUNITY HEALTH SERVICES, INC	
Person Served	UNKNOWN F/W, 5'6", 140LBS, BRO HAIR, PERSON APPARENTLY IN CHARGE OF & FOR MARY COFFEY, EXECUTIVE DIRECTOR OF KENOSHA COMMUNITY HEALTH SERVICES, INC	
Place of Service	625 57TH STREET, STE 700, KENOSHA WI	

Date	Time	Comments
11/16/2016	1139	At 625 57th Street, ste # 700, I approached a male worker to asked if he could help me; I asked to speak to William Roberts or Mary Coffey, he said he didn't believe either was there, but he would go check. As he started to walk away from his desk a female from the back corner of the office stood up and told him that she would take care of this. She came out and asked who I was looking for. I again stated that I was looking for William Roberts and Mary Coffey, she said they were not in today. I asked if she was the person in charge, she asked why I wanted to know. I told her that if she was the person in charge then I could leave the papers with her so she could get them to Ms. Coffey & Mr. Roberts. She said she was not the person in charge, I asked to speak to the person that was in charge, she said there was no one. I felt she was being un-cooperative and told her I would leave the papers on the desk, which I did. She picked them up and told me that I couldn't leave them there. I left the office, leaving the papers with her.

  
\_\_\_\_\_  
Judith A Busche

Subscribed and sworn to before me this 11/16/2016

  
\_\_\_\_\_  
Notary public, Kenosha County, Wis.  
My commission expires 5/13/2018



Service Fee \$0.00

KENOSHA CITY ATTORNEY



COPY

MATTHEW A. KNIGHT  
Deputy City Attorney

November 16, 2016

Mary Coffey, Executive Director  
Kenosha Community Health Services, Inc.  
625 57<sup>th</sup> Street, Ste. 700  
Kenosha, WI 53140

Dear Ms. Coffey:

Please be advised, pursuant to Resolution 136-16, enclosed and served upon you, your presence is requested at the meeting of the City of Kenosha Common Council on **November 21, 2016, at the Kenosha Municipal Office Building, Room 200, 625-52<sup>nd</sup> Street, Kenosha, Wisconsin, at 7:00 p.m.**, to discuss questions outlined in the Resolution regarding the Kenosha Community Health Center's CDBG funding request, operational concerns and subsequent deadline extension. Note, the meeting is scheduled for November 21<sup>st</sup>, not November 17<sup>th</sup>, 2016.

Very truly yours,

Matthew A. Knight  
Deputy City Attorney

MAK/df  
Encl.



**COPY**

**RESOLUTION 136-16**

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**  
**CO-SPONSOR: ALDERPERSON MITCHELL PEDERSEN**

**TO INVITE THE EXECUTIVE DIRECTOR AND THE PRESIDENT OF THE KENOSHA COMMUNITY HEALTH CENTER TO A MEETING OF THE COMMON COUNCIL TO ANSWER QUESTIONS REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING REQUEST AND SUBSEQUENT DEADLINE EXTENSION**

**WHEREAS**, the Community Development Block Grant (CDBG) program is a flexible program administered by the United States Department of Housing and Urban Development that provides communities with resources to address a wide range of unique community development needs; and

**WHEREAS**, the CDBG program provides annual grants on a formula basis to general units of local government, including the City of Kenosha, to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for low and moderate income persons; and

**WHEREAS**, local governments, including the City of Kenosha, distribute the CDBG funds to community organizations pursuant their respective Consolidated Plan (which is a jurisdiction's comprehensive planning document and application for funding); and

**WHEREAS**, agreements for the use of CDBG funds for 2015 were approved by the Common Council on August 3, 2015, including to the Kenosha Community Health Center, Inc. (KCHC) in the amount of \$26,000; and

**WHEREAS**, KCHC is a not-for-profit charitable organization, that purports to provide affordable and quality primary medical, dental and behavioral health care; and

**WHEREAS**, the \$26,000 CDBG funds for 2015 were to be spent by July 31, 2016, for the expansion of the behavior health facilities at the KCHC offices in the City of Kenosha; and

**WHEREAS**, on July 18, 2016, the Common Council approved an extension for completion of the expansion of the behavioral health facilities until December 31, 2016; and

**WHEREAS**, extension of the behavioral health facilities is commencing pursuant to the original grant; and

**WHEREAS**, the executive director of KCHC at the time of allocation of CDBG funds was Mary Coffey, and the directors were Shebaniah Muhammad, Nicole Bardwell, Jay A. Cashmore, Daniel Heyden, Noble Conforti, Joseph E. Michaelis, Katie Oatsvall, Coventrus O'Neal, William F. Roberts, and Roxane Rohani; and

**WHEREAS**, KCHC has announced it is growing outside of the City of Kenosha with the mobile unit that will service Racine residents and the expansion to open a clinic in Silver Lake; and

**WHEREAS**, nearly contemporaneously with the announcement of the expansion outside of the City of Kenosha and County of Kenosha, KCHC announced it was laying off dental hygienists at its offices in City of Kenosha; and

**WHEREAS**, the Common Council is properly concerned that the expansion of services outside the City will be at the expense of services provided to residents within the City.

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council for the City of Kenosha expresses its concern regarding the services to be provided to residents and City of Kenosha and therefore requests the presence of the Executive Director and of the President of the Kenosha Community Health Center, Inc. to come before the Common Council at its regular meeting on November 17, 2016, at the Kenosha Municipal Office Building, Room 200, 625 52<sup>nd</sup> Street, at 7:00 PM or as soon thereafter as the item may be taken up by the Common Council to answer questions regarding their CDBG funding request, operational concerns, and subsequent deadline extension.

**BE IT FURTHER RESOLVED** that the Kenosha Community Health Center, Inc. is urged to take such action necessary, including but not limited to amending their bylaws, to increase their board of directors by one member, who by the requirements of such action, will be appointed by the Mayor of the City of Kenosha, and confirmed by the Common Council for the City of Kenosha.

**BE IT FURTHER RESOLVED** that the City Clerk/Treasurer is directed to serve a copy of this resolution on the Executive Director and to the President of the Kenosha Community Health Center, Inc.

**BE IT FURTHER RESOLVED** that Service shall be in the manner provided in Wis. Stats., Chapter 801 for civil actions, except Service shall not be made by publication. The City Clerk/Treasurer shall return the Affidavit of Service documenting the required Service to the Common Council.

Adopted this 7th day of November, 2016.

ATTEST:  City Clerk  
DEBRA L. SALAS

APPROVED:  Mayor  
JOHN M. ANTARAMIAN

Date: 11/11/16

Drafted By:  
EDWARD R. ANTARAMIAN  
City Attorney



**TO:** Mayor Antaramian and Members of the Common Council  
Alderson Prozanski and Members of the Finance Committee

**FROM:** Anthony Geliche, Community Development Specialist

**RE:** **First Amendment to the Community Development Block Grant  
Subgrantee Agreement - Kenosha Community Health Center, Inc.  
(Facility Improvements - Extension for use of funds)**

**DATE:** July 12, 2016

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The Kenosha Community Health Center, Inc. is requesting an extension to their 2015 Community Development Block Grant (CDBG) Subgrantee Agreement. The original Agreement, approved by the Council on August 3, 2015, was for the period of August 1, 2015 to July 31, 2016.

The Kenosha Community Health Center is requesting to extend the agreement until September 30, 2016 to accommodate the expansion of the Behavioral Health Services at their 22nd Avenue location.

Original Agreement Amount	\$ 26,000.00
Amount expended to date	\$ <u>0</u>
Current Balance	\$ 26,000.00

A letter from Mary Coffey, Executive Director is attached.

If you have any questions, please contact me at 262.653.4039 or via email at [tgeliche@kenosha.org](mailto:tgeliche@kenosha.org).

TG:kas  
Attachment

**ADMINISTRATION**

625 5<sup>th</sup> St., Ste. 700  
Kenosha, WI 53140  
Phone: 262-764-3608  
Fax: 262-764-3636

**SERVICE SITES**

1330 52<sup>nd</sup> Street, 205  
Kenosha, WI 53140  
Phone: 262-636-0044  
Fax: 262-764-4058

6226 14<sup>th</sup> Ave.  
Kenosha, WI 53143  
Phone: 262-636-0044  
Fax: 262-925-1680

4536 22<sup>nd</sup> Ave.  
Kenosha, WI 53140  
Phone: 262-636-0044  
Fax: 262-633-2218

**Board of Directors:**

William E. Roberts,  
President

Daniel Heyden

Covetras O'Neal

Nancy Phillips

Marilyn Masi



June 10, 2016

Anthony Geliche  
Community Development Specialist  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, WI 53140

Dear Mr. Geliche:

Kenosha Community Health Center, Inc. (KCHC) is writing in regard to 2015 Community Development Block Grant funds received in the amount of \$26,000. The funds were to expand Behavioral Health Services at our 4536 22<sup>nd</sup> Avenue clinic. While our initial request was for \$172,210.00, we were pleased to accept the \$26,000 award for our important project.

KCHC prepared an RFP and received bids far in excess of the \$26,000. The plans entailed major re-routing of ductwork to meet the 80" door clearance requirement. For this reason, we requested a project alteration that would produce one BH room rather than two. The alteration would avoid the ductwork re-routing while still expanding BH access, the focus of our application.

Because of the significant change to the project, KCHC will be re-submitting an RFP. For this reason, we respectfully request an extension and amendment to our contract. We anticipate project completion by September of 2016. Our hope is that our request may be considered at the July 6 or July 18 Finance and Common Council meetings.

Sincerely,

Mary M. Coffey  
Mary M. Coffey (Jun 10, 2016)

Mary Coffey  
Executive Director

**Our Mission**

*"We, the Kenosha Community Health Center, are a nonprofit organization offering to the underserved citizens of Kenosha County comprehensive healthcare which enables our patients to maintain their well-being by addressing health disparities and providing access for all."*

**FIRST AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBGRANTEE AGREEMENT**

**BETWEEN  
THE CITY OF KENOSHA  
AND  
Kenosha Community Health Center, Inc.  
(Facility Improvements)**

**EXTENSION FOR USE OF FUNDS  
- 2015 Funding Year -**

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

**WHEREAS**, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 3rd day of August, 2015, Item L.1.g.

**WHEREAS**, the parties hereto desire to amend said agreement.

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

**I. RETENTION OF SERVICES**

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through September 30, 2016.

**IV. TIME OF PERFORMANCE**

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than September 30, 2016, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 3, 2015, Item L.1.g. shall remain as approved unless amended as part of this amendment.

*CITY OF KENOSHA  
A Municipal Corporation*

*CONTRACTOR*

BY: \_\_\_\_\_  
Mayor John M. Antaramian  
*Countersigned*

BY: \_\_\_\_\_  
Board President  
*Countersigned*

BY: \_\_\_\_\_  
Debra L. Salas, Clerk/Treasurer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_