

**Agenda  
Finance Committee  
625 52nd Street, Room 204  
Monday, November 21, 2016  
6:00 PM**

Chairperson Daniel Prozanski Jr.  
Aldersperson Patrick Juliana  
Aldersperson Dave Paff

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

Call to Order  
Roll Call  
Citizens' Comments

1. Proposed 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) Pg. 1
2. 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) Pgs. 2-65
3. 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. Pgs. 66-79
4. Approval of the Offer to Purchase property at 1808 53rd Street from D & M Vranak Family Asset Trust. (District 7) Pgs. 80-99
5. Approval of the Offer to Purchase property at 1202 60th Street from William and Janice Deaton Revocable Trust (Gateway Mortgage). (District 2) Pgs. 100-130
6. KABA 2016 3<sup>rd</sup> Quarter Loan Report. Pgs. 131-140
7. Disbursement Record #20 - \$3,839,030.90. Pgs. 141-174
8. Vacant Building Status Report. Pg. 175

**ALDERPERSONS' COMMENTS**

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

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

**KENOSHA.ORG**

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)

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: Legacy Property Management Services, LLC  
 Owner: Varin/Library Park II, LLC  
 General Partner/Managing Member: Midwest Affordable Housing Corporation % of GP/MM 51  
 General Partner/Member: Legacy Property Management Services, LLC % of GP/MM 49  
 Contractor: Camosy Construction  
 Management Company: Horizon Management Services, Inc.  
 Consultant: Baker Tilly Virchow Krause, LLP  
 Architect: Partners in Design Architects

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.<br>HOME-assisted                 | b.<br># of<br>Bedrms | c.<br>Number<br>of Units | d.<br>Contract<br>Rent | e.<br>Utility<br>Allowance | f.<br>Gross<br>Rent | g.<br>Square<br>Feet/<br>Unit | h.<br>Income<br>Restriction<br>(at or below<br>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.**

**MONTHLY UTILITY ALLOWANCE CALCULATIONS (PER CITY OF KENOSHA HOUSING AUTHORITY UTILITY ALLOWANCES)**

| Utilities                                | Type of Utility | Utilities Paid By                         |  | Enter Allowances by Bedroom Size |       |       |       |        |
|--|-----------------|---|--|----------------------------------|-------|-------|-------|--------|
|  |                 |   |  | 0-Bdr                            | 1-Bdr | 2-Bdr | 3-Bdr | __ Bdr |
| Heating                                  | Gas             | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant | 39                               | 50    | 66    | 80    |        |
| A/C                                      | Electric        | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant | 25                               | 30    | 35    | 45    |        |
| Cooking                                  | Electric        | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant | 5                                | 6     | 8     | 8     |        |
| Lighting                                 | Electric        | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant |                                  |       |       |       |        |
| Hot Water                                | Gas             | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant | 10                               | 12    | 13    | 17    |        |
| Water                                    |                 | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant | 6                                | 7     | 8     | 13    |        |
| Sewer                                    |                 | <input type="checkbox"/> Owner            | <input checked="" type="checkbox"/> Tenant | 6                                | 7     | 8     | 16    |        |
| Trash                                    |                 | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Tenant            |                                  |       |       |       |        |
| <b>Total Utility Allowance for Units</b> |                 |   |  | 91                               | 112   | 138   | 179   |        |

**NOTE:** Documentation of all utility calculations must be included with applications.

HUD                                       RD  
 Utility Company                      Name \_\_\_\_\_  
 Local PHA                                Name Kenosha Housing Authority

**EQUIPMENT INCLUDED WITH UNIT**

Range                                       Refrigerator                                       Disposal  
 Dishwasher                                 Air Conditioner                                 Kitchen Exhaust Fan  
 On-Site Laundry                         Washer/Dryer Hook-up                         Security System in Unit  
 Other: Central Air, Patio/Balcony (select units), Blinds

**AMENITIES OR ADDITIONAL SERVICES PROVIDED**

- Surface Parking – 52 spots

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- Exercise Room

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- Security Locked Building

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- Onsite Leasing Office

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- Resident Computer Center

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- Storage Units

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**PROPOSAL FUNDING DETAIL**

List funds to be supplied by other sources (permanent sources). These sources, plus the HOME funds request, must equal the Total Development Cost on Page 1. **Attach letters of commitment from funding sources.** Applicants should provide match of at least 25 percent of their HOME request. See Attachment A for description.

**Loans**

Lender: 1<sup>st</sup> mortgage Amount: \$632,000  
 Contact & Phone: \_\_\_\_\_ Interest Rate: 3.5% Term: 15  
 Annual Debt Service: \$ 34,056 BMIR: Yes  No  Value: \$

Lender: TIF – KABA (USING AS MATCH) Amount: \$ 300,000  
 Contact & Phone: Keith G. Bosman Interest Rate: 3.00% Term: \_\_\_\_\_  
\$ 29,000  
Escalating at  
 Annual Debt Service: 3% interest BMIR: Yes  No  Value: \$

**Grants**

Grantor: \_\_\_\_\_ Amount: \$  
 Contact & Phone: \_\_\_\_\_ Match: Yes  No

Grantor: \_\_\_\_\_ Amount: \$  
 Contact & Phone: \_\_\_\_\_ Match: Yes  No

**Other Sources**

(Donations, In-kind Services, Forbearance of Fees)

Source: WEDC Amount/Value: \$ 250,000  
 Contact & Phone: \_\_\_\_\_ Match: Yes  No

Source: GP Equity Contribution Amount/Value: \$ 100  
 Contact & Phone: \_\_\_\_\_ Match: Yes  No

Source: FHLB – AHP Amount/Value: \$ 630,000  
 Contact & Phone: Tim Klont & 312-565-5700 Match: Yes  No

Source: Deferred Developer Fee Amount/Value: \$ 197,843  
 Contact & Phone: \_\_\_\_\_ Match: Yes  No

Source: LIHTC Equity Amount/Value: \$ 4,915,956  
 Contact & Phone: Bryan Hollander & 410-772-2793 Match: Yes  No

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?<br>(Name & Title): | Baker Tilly, Legacy, & Camosy Construction |                                  |
| <b>Itemized Cost</b>                               | <b>Total<br/>Development Cost</b>          | <b>Do Not Use<br/>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               | \$ 12,432         |
| 0 Bedroom(s)   | 477           | x 4 =           | 1908               | \$ 22,896         |
| 1 Bedroom(s)   | 264           | x 5 =           | 1320               | \$ 15,840         |
| 1 Bedroom(s)   | 497           | x 11 =          | 5467               | \$ 65,604         |
| 1 Bedroom(s)   | 613           | x 8 =           | 4904               | \$ 58,848         |
| 2 Bedroom(s)   | 315           | x 3 =           | 945                | \$ 11,340         |
| 2 Bedroom(s)   | 592           | x 3 =           | 1776               | \$ 21,312         |
| 2 Bedroom(s)   | 742           | x 3 =           | 2226               | \$ 26,712         |
| 3 Bedroom(s)   | 838           | x 1 =           | 838                | \$ 10,056         |
| 0 Bedroom(s)   | 840           | x 4 =           | 3360               | \$ 40,320         |
| 1 Bedroom(s)   | 890           | x 2 =           | 1780               | \$ 21,360         |
| 2 Bedroom(s)   | 1075          | x 1 =           | 1075               | \$ 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                             | Elevator                          |
| Management                            | Gas (Heating/Hot Water)           |
| Legal                                 | Lighting & Misc. Power            |
| Accounting/Audit                      | Water & Sewer                     |
| Other: Administrative, Compliance Fee | Trash Removal                     |
|                                       | Payroll, including taxes          |
|                                       | Insurance                         |
|                                       | Other: Pest Control, Ground Lease |
| <b>Total Administrative Cost</b>      | <b>Total Operating Cost</b>       |

### Maintenance

| <i>Maintenance</i>            | <i>Taxes</i>                   |
|-------------------------------|--------------------------------|
| Decorating                    | Real Estate Taxes              |
| Repairs                       | Other:                         |
| Exterminating                 |                                |
| Ground Expense                |                                |
| Other: General Maintenance    |                                |
| <b>Total Maintenance Cost</b> | <b>Total Real Estate Taxes</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.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Letters of financial commitments                     | <input checked="" type="checkbox"/> Davis Bacon Narrative (if applicable) – N/A      |
| <input checked="" type="checkbox"/> Site control documentation                           | <input checked="" type="checkbox"/> Lead-Based Paint Narrative (if applicable) – N/A |
| <input checked="" type="checkbox"/> Notices to Sellers/Donators – N/A                    | <input checked="" type="checkbox"/> Draft Section 3 Plan                             |
| <input checked="" type="checkbox"/> Proper zoning documentation                          | <input checked="" type="checkbox"/> Relocation Documents (if applicable) – N/A       |
| <input checked="" type="checkbox"/> Detailed site location map                           | <input checked="" type="checkbox"/> Proposal narratives                              |
| <input checked="" type="checkbox"/> Site Plan (New Construction only) – N/A              | <input checked="" type="checkbox"/> Twenty year pro forma                            |
| <input checked="" type="checkbox"/> Preliminary specifications/drawings                  | <input checked="" type="checkbox"/> Development Team Qualifications                  |
| <input checked="" type="checkbox"/> Rehabilitation work order (Rehabilitation only) –N/A | <input checked="" type="checkbox"/> LP Agreement/LLC Documents (if applicable) – NA  |
| <input checked="" type="checkbox"/> Market study/housing plan (if available)             | <input checked="" type="checkbox"/> Financial statement of the organization          |
| <input checked="" type="checkbox"/> Evidence of utility availability                     | <input checked="" type="checkbox"/> Documentation of utility calculations            |

**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.

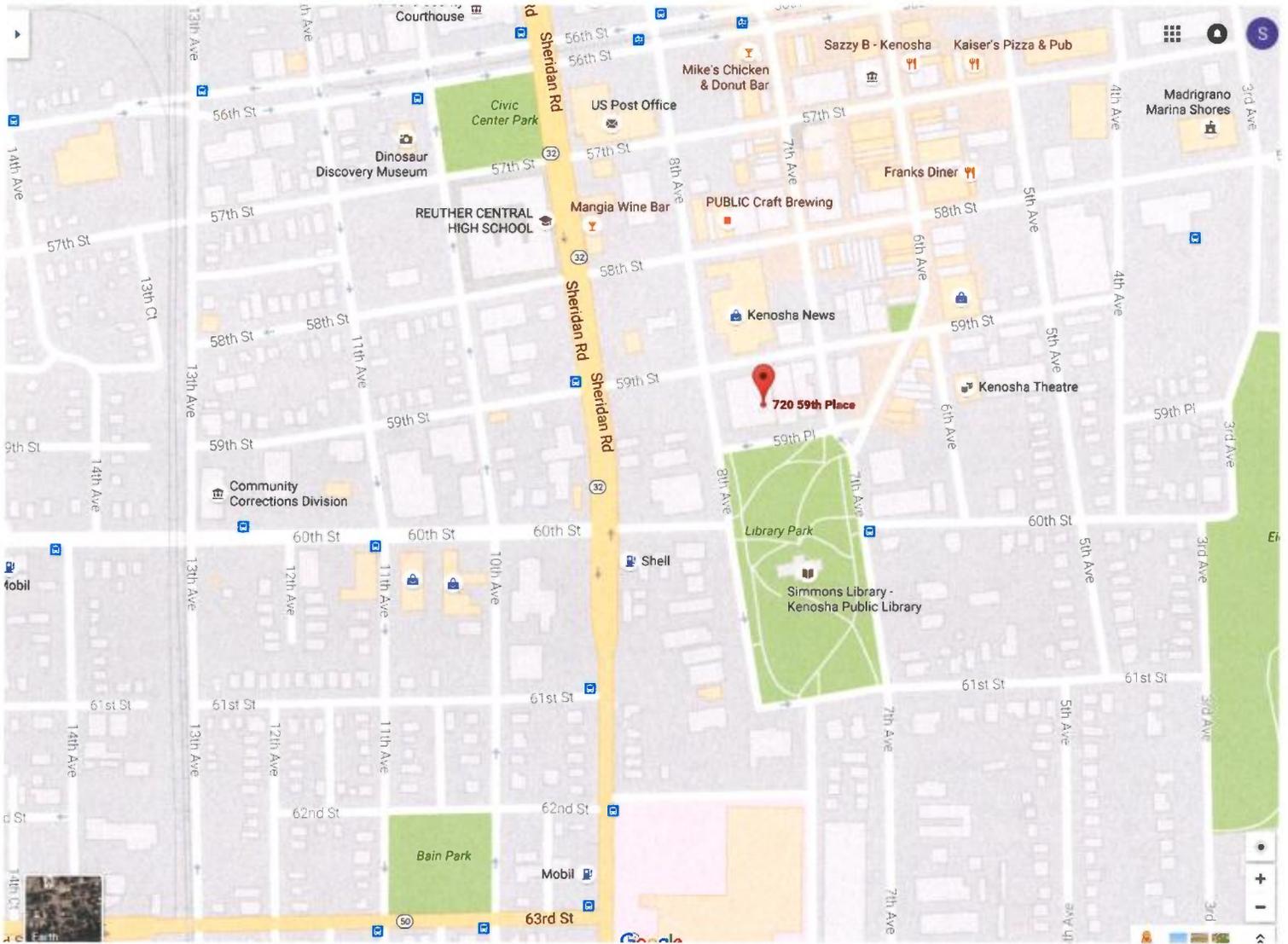
This certification must be signed by the individual authorized to execute the City of Kenosha HOME Program Agreement:

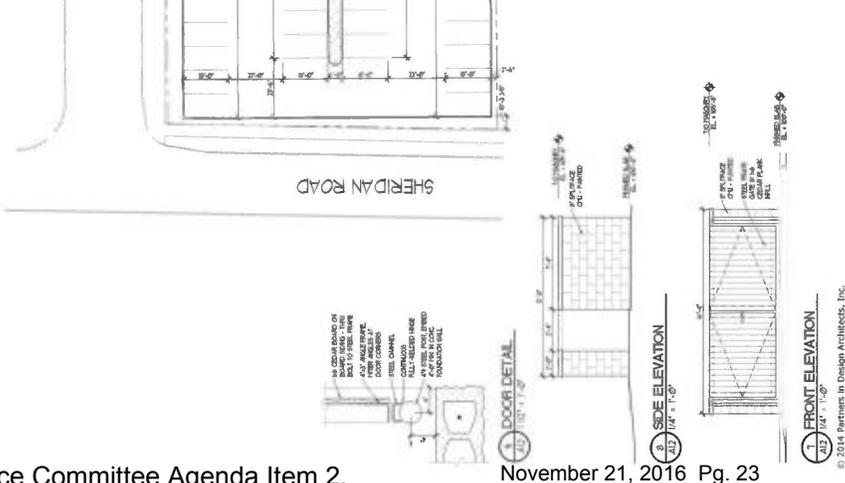
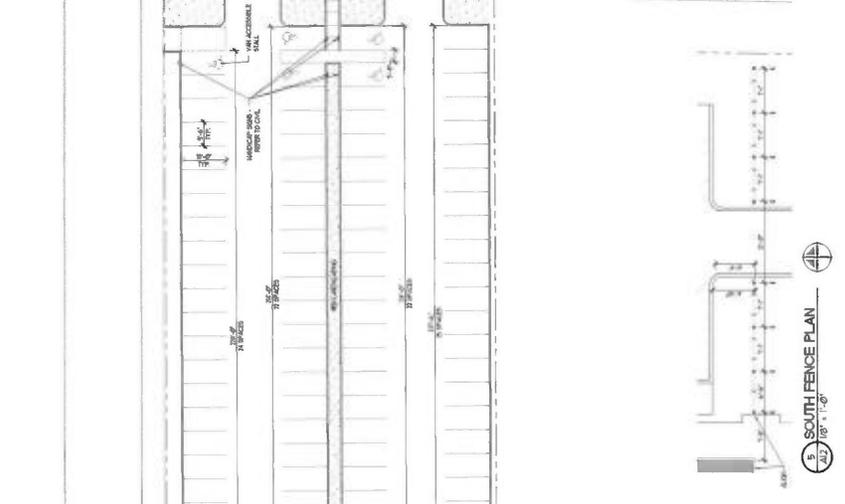
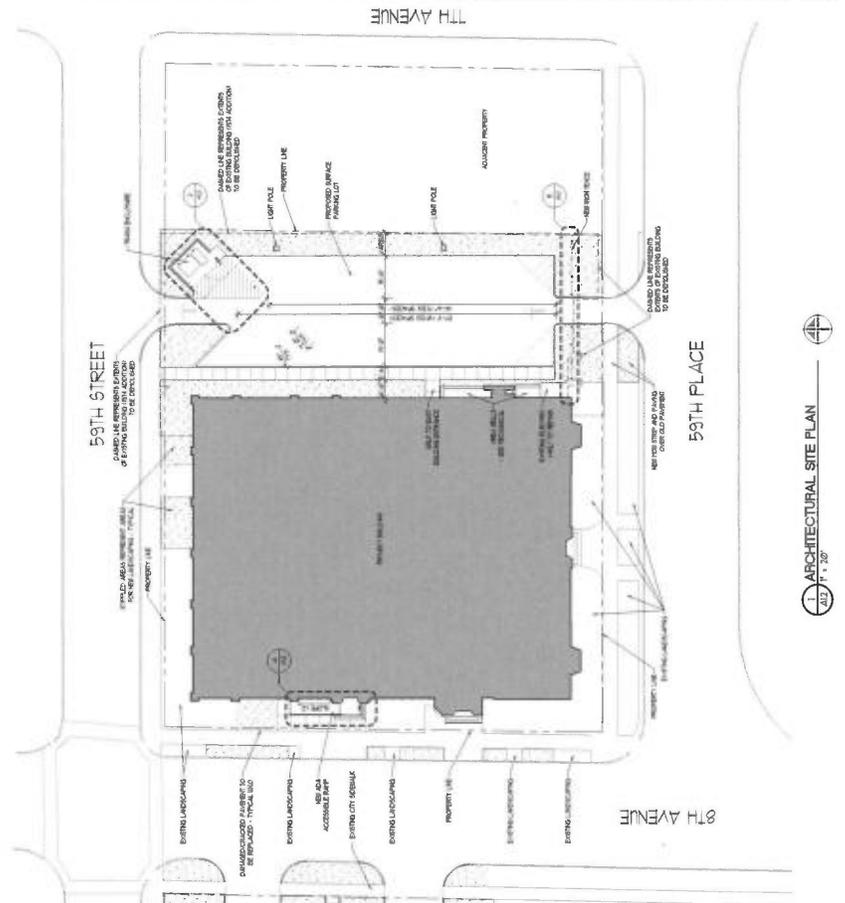
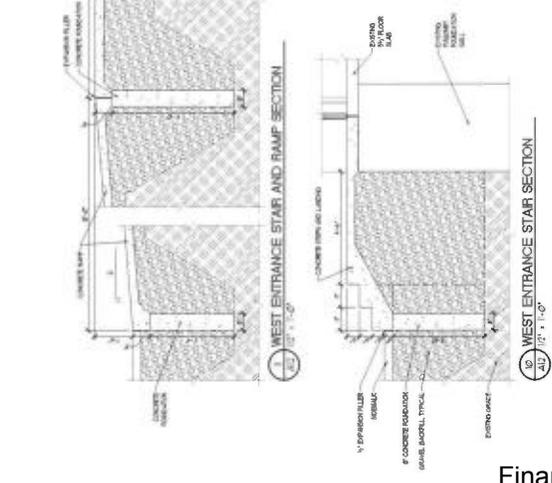
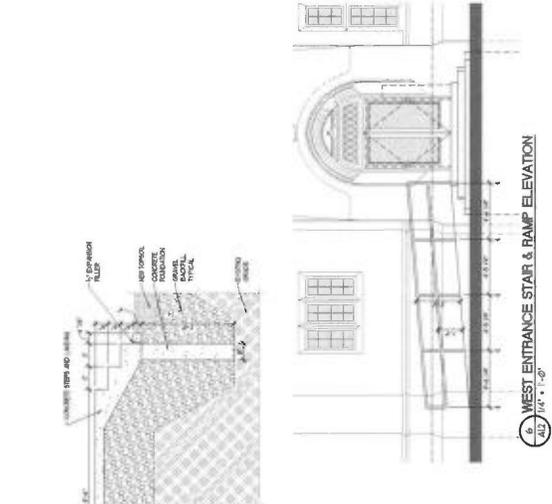
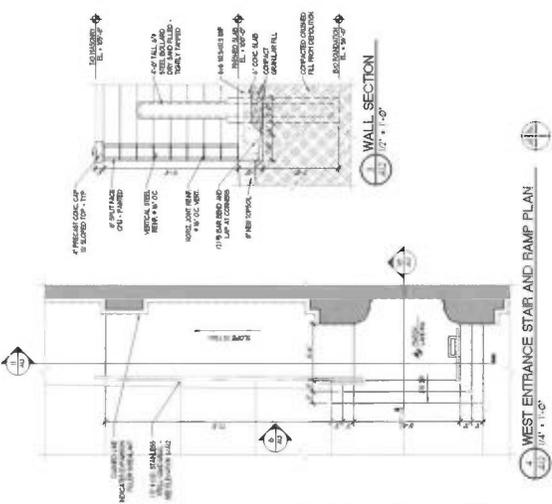
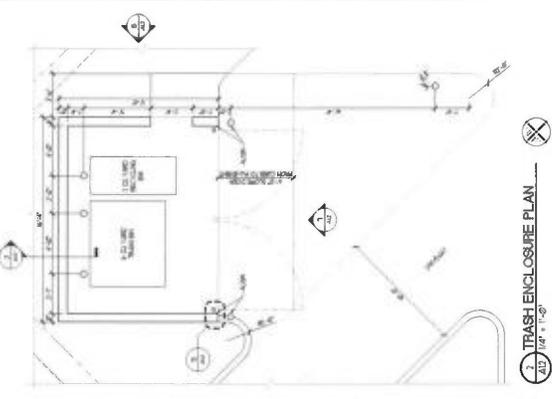
*Legacy Property Management Services, LLC*

Print Name: David Nankin Print Title: Managing Member

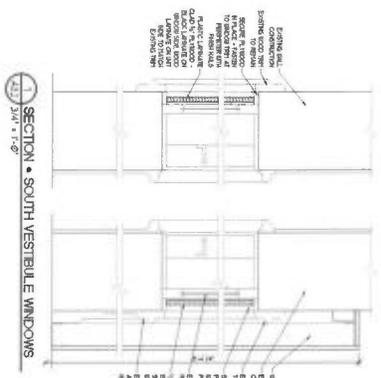
Signature:  Date: 9/15/2016

# SITE LOCATION MAP

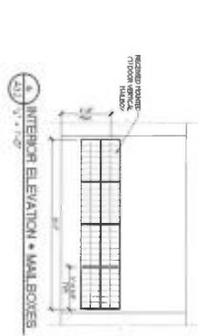




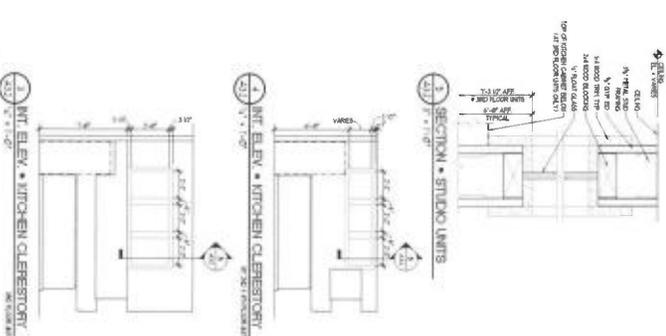




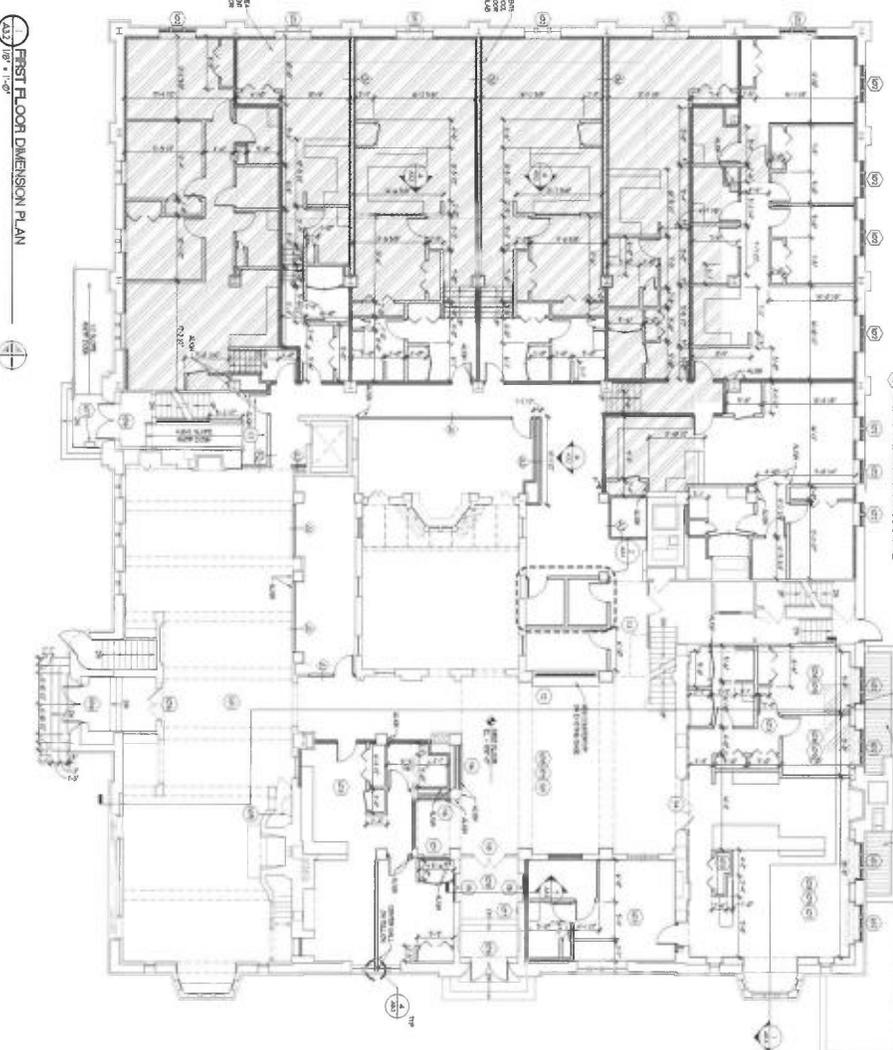
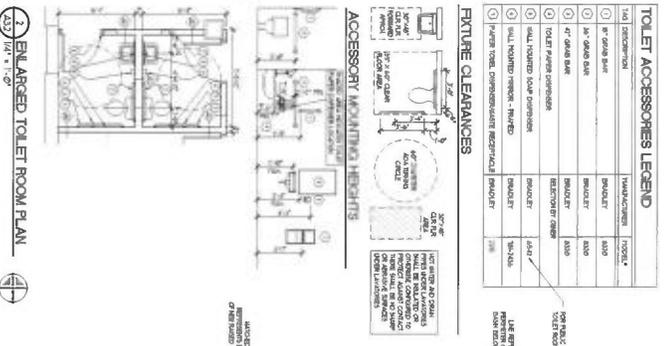
SECTION SOUTH VESTIBULE WINDOWS



INTERIOR ELEVATION MAIL BOXES



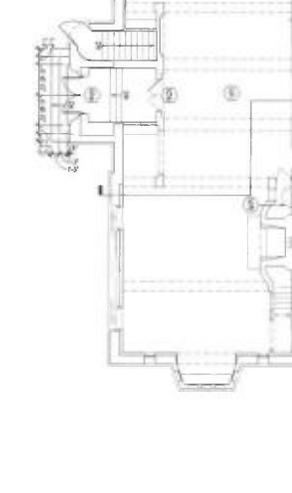
NIT. ELEV. KITCHEN CLOSETORY SECTION STUDIO UNITS



FIRST FLOOR DIMENSION PLAN



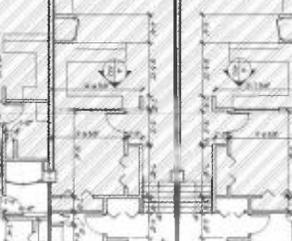
ENLARGED TOILET ROOM PLAN



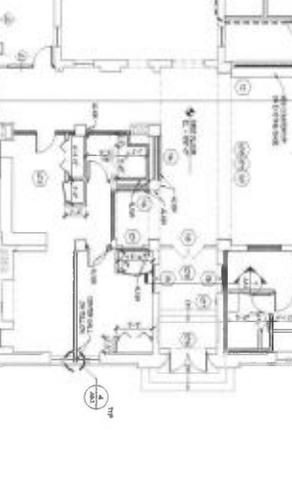
ACCESSORY MOUNTING HEIGHTS

LEGEND

- 1. 1/2" ROUND BAR
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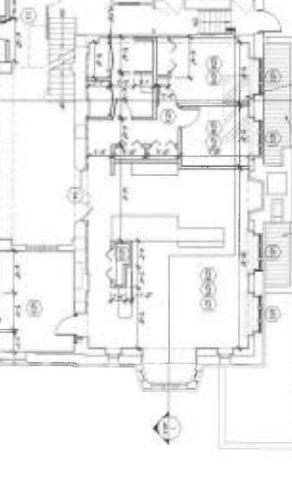
FLOOR PLAN KEY NOTES (CONT'D)



FLOOR PLAN KEY NOTES (CONT'D)



GENERAL NOTES



WALL TYPES

| NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----|-------------|------|-----|------------|-------------|
| 1   | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 2   | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 3   | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 4   | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 5   | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 6   | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 7   | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 8   | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 9   | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 10  | DOOR        | DOOR | 1   | 100.00     | 100.00      |

| NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----|-------------|------|-----|------------|-------------|
| 11  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 12  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 13  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 14  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 15  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 16  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 17  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 18  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 19  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 20  | DOOR        | DOOR | 1   | 100.00     | 100.00      |

| NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----|-------------|------|-----|------------|-------------|
| 21  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 22  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 23  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 24  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 25  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 26  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 27  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 28  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 29  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 30  | DOOR        | DOOR | 1   | 100.00     | 100.00      |

| NO. | DESCRIPTION | UNIT | QTY | UNIT PRICE | TOTAL PRICE |
|-----|-------------|------|-----|------------|-------------|
| 31  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 32  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 33  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 34  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 35  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 36  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 37  | DOOR FRAME  | DOOR | 1   | 100.00     | 100.00      |
| 38  | DOOR        | DOOR | 1   | 100.00     | 100.00      |
| 39  | DOOR FRAME  | 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.

2. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

3. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

4. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

5. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

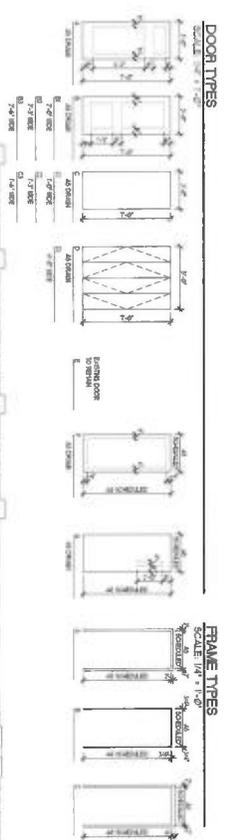
6. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

7. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

8. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

9. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

10. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

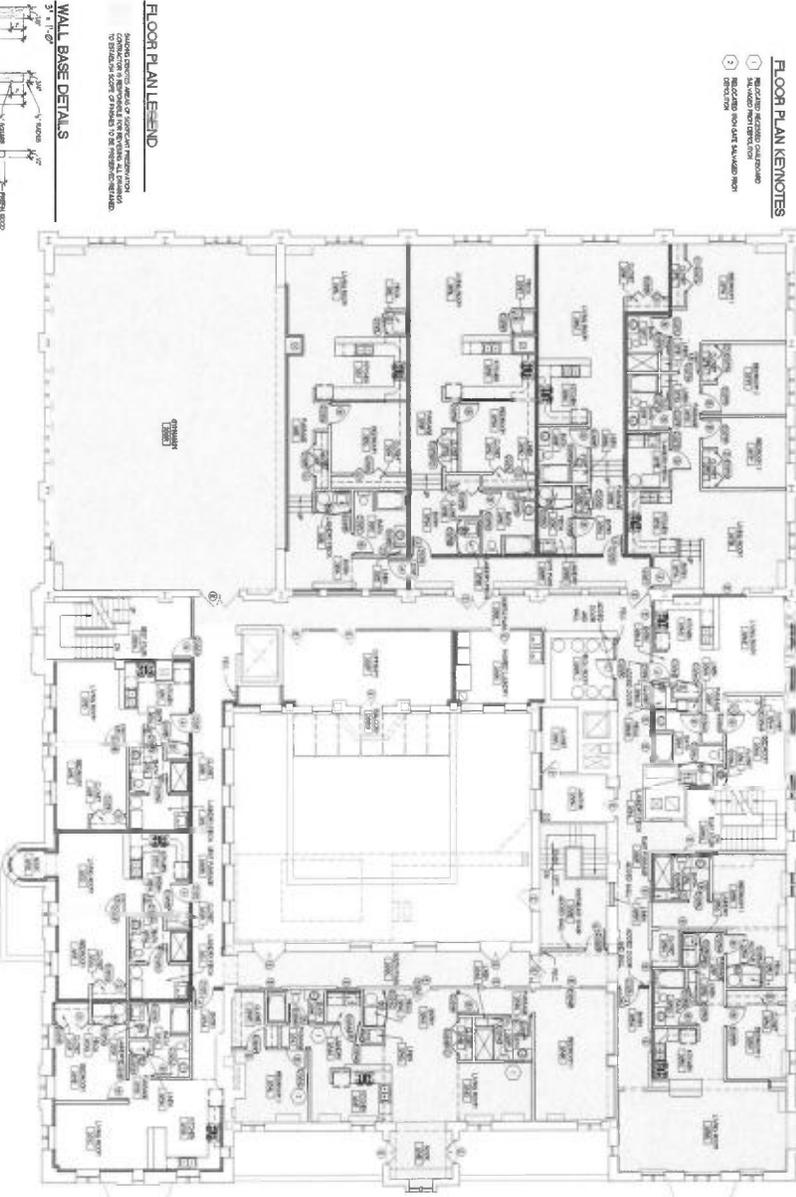


**FLOOR PLAN KENOTES**

1. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

2. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.

3. FINISH SCHEDULE IS TO BE USED IN CONJUNCTION WITH THE FINISH SCHEDULES FOR THE OTHER FLOORS OF THE PROJECT.



**SECOND FLOOR PLAN**

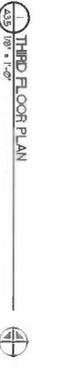
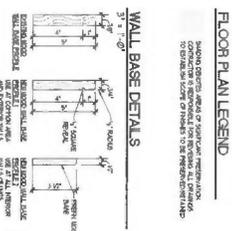
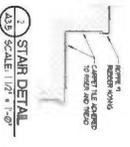
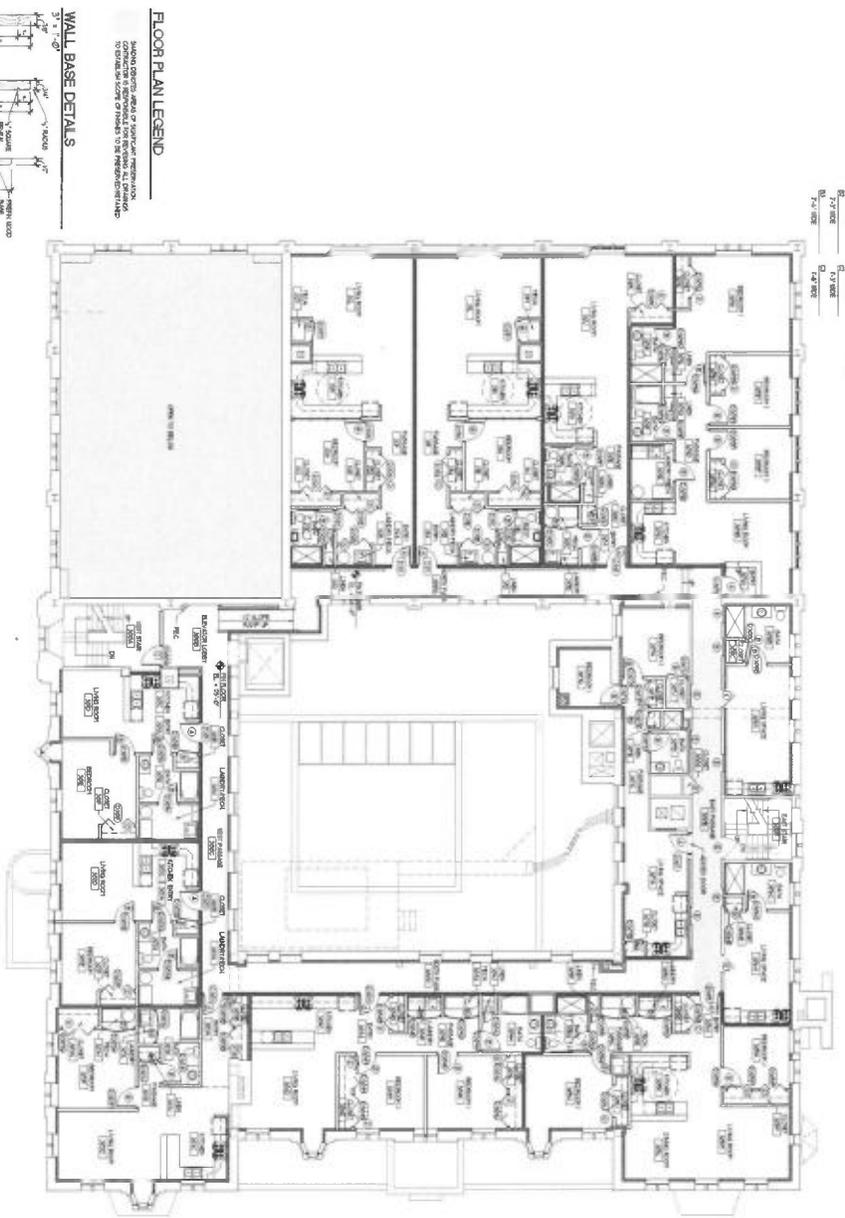
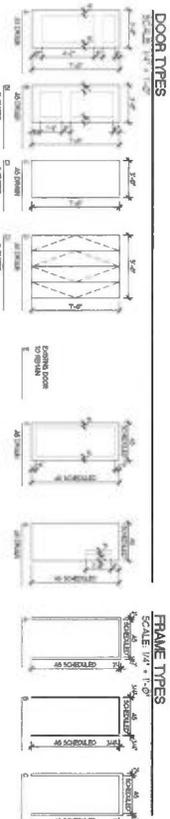
| NO. | TYPE | FINISH | WALLS | CEILING | FLOOR | DOOR | FRAMES | GLASS | PAINT | FIXTURES |
|-----|------|--------|-------|---------|-------|------|--------|-------|-------|----------|
| 1   | ...  | ...    | ...   | ...     | ...   | ...  | ...    | ...   | ...   | ...      |

| NO. | TYPE | FINISH | WALLS | CEILING | FLOOR | DOOR | FRAMES | GLASS | PAINT | FIXTURES |
|-----|------|--------|-------|---------|-------|------|--------|-------|-------|----------|
| 1   | ...  | ...    | ...   | ...     | ...   | ...  | ...    | ...   | ...   | ...      |

| NO. | TYPE | FINISH | WALLS | CEILING | FLOOR | DOOR | FRAMES | GLASS | PAINT | FIXTURES |
|-----|------|--------|-------|---------|-------|------|--------|-------|-------|----------|
| 1   | ...  | ...    | ...   | ...     | ...   | ...  | ...    | ...   | ...   | ...      |

| NO. | TYPE | FINISH | WALLS | CEILING | FLOOR | DOOR | FRAMES | GLASS | PAINT | FIXTURES |
|-----|------|--------|-------|---------|-------|------|--------|-------|-------|----------|
| 1   | ...  | ...    | ...   | ...     | ...   | ...  | ...    | ...   | ...   | ...      |

| NO. | TYPE | FINISH | WALLS | CEILING | FLOOR | DOOR | FRAMES | GLASS | PAINT | FIXTURES |
|-----|------|--------|-------|---------|-------|------|--------|-------|-------|----------|
| 1   | ...  | ...    | ...   | ...     | ...   | ...  | ...    | ...   | ...   | ...      |





### FIFTH FLOOR DOOR SCHEDULE

| NO. | SYMBOL | TYPE | HEIGHT       | REMARKS |
|-----|--------|------|--------------|---------|
| 1   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 2   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 3   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 4   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 5   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 6   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 7   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 8   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 9   | DOOR   | DOOR | 6'-8" / 2032 |         |
| 10  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 11  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 12  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 13  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 14  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 15  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 16  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 17  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 18  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 19  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 20  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 21  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 22  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 23  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 24  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 25  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 26  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 27  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 28  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 29  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 30  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 31  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 32  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 33  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 34  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 35  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 36  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 37  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 38  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 39  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 40  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 41  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 42  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 43  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 44  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 45  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 46  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 47  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 48  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 49  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 50  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 51  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 52  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 53  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 54  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 55  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 56  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 57  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 58  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 59  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 60  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 61  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 62  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 63  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 64  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 65  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 66  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 67  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 68  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 69  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 70  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 71  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 72  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 73  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 74  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 75  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 76  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 77  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 78  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 79  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 80  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 81  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 82  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 83  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 84  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 85  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 86  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 87  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 88  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 89  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 90  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 91  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 92  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 93  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 94  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 95  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 96  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 97  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 98  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 99  | DOOR   | DOOR | 6'-8" / 2032 |         |
| 100 | DOOR   | DOOR | 6'-8" / 2032 |         |

### FIFTH FLOOR ROOM FINISH SCHEDULE

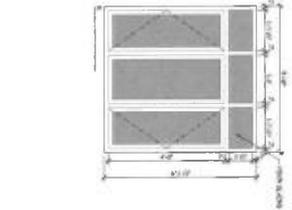
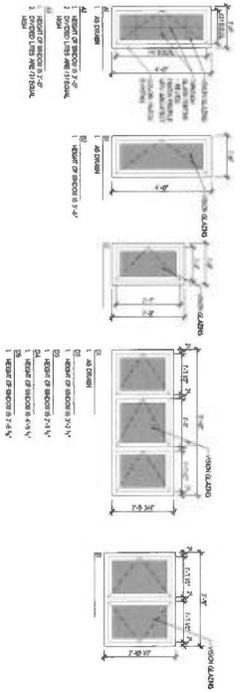
| ROOM NAME  | NO. | FLOOR | WALLS | CEILING | FLOOR | PAINT | GLASS | SPRINKLERS |
|------------|-----|-------|-------|---------|-------|-------|-------|------------|
| RECEPTION  | 101 | 5     | 101   | 101     | 101   | 101   | 101   | 101        |
| CONFERENCE | 102 | 5     | 102   | 102     | 102   | 102   | 102   | 102        |
| OFFICE     | 103 | 5     | 103   | 103     | 103   | 103   | 103   | 103        |
| OFFICE     | 104 | 5     | 104   | 104     | 104   | 104   | 104   | 104        |
| OFFICE     | 105 | 5     | 105   | 105     | 105   | 105   | 105   | 105        |
| OFFICE     | 106 | 5     | 106   | 106     | 106   | 106   | 106   | 106        |
| OFFICE     | 107 | 5     | 107   | 107     | 107   | 107   | 107   | 107        |
| OFFICE     | 108 | 5     | 108   | 108     | 108   | 108   | 108   | 108        |
| OFFICE     | 109 | 5     | 109   | 109     | 109   | 109   | 109   | 109        |
| OFFICE     | 110 | 5     | 110   | 110     | 110   | 110   | 110   | 110        |
| OFFICE     | 111 | 5     | 111   | 111     | 111   | 111   | 111   | 111        |
| OFFICE     | 112 | 5     | 112   | 112     | 112   | 112   | 112   | 112        |
| OFFICE     | 113 | 5     | 113   | 113     | 113   | 113   | 113   | 113        |
| OFFICE     | 114 | 5     | 114   | 114     | 114   | 114   | 114   | 114        |
| OFFICE     | 115 | 5     | 115   | 115     | 115   | 115   | 115   | 115        |
| OFFICE     | 116 | 5     | 116   | 116     | 116   | 116   | 116   | 116        |
| OFFICE     | 117 | 5     | 117   | 117     | 117   | 117   | 117   | 117        |
| OFFICE     | 118 | 5     | 118   | 118     | 118   | 118   | 118   | 118        |
| OFFICE     | 119 | 5     | 119   | 119     | 119   | 119   | 119   | 119        |
| OFFICE     | 120 | 5     | 120   | 120     | 120   | 120   | 120   | 120        |
| OFFICE     | 121 | 5     | 121   | 121     | 121   | 121   | 121   | 121        |
| OFFICE     | 122 | 5     | 122   | 122     | 122   | 122   | 122   | 122        |
| OFFICE     | 123 | 5     | 123   | 123     | 123   | 123   | 123   | 123        |
| OFFICE     | 124 | 5     | 124   | 124     | 124   | 124   | 124   | 124        |
| OFFICE     | 125 | 5     | 125   | 125     | 125   | 125   | 125   | 125        |
| OFFICE     | 126 | 5     | 126   | 126     | 126   | 126   | 126   | 126        |
| OFFICE     | 127 | 5     | 127   | 127     | 127   | 127   | 127   | 127        |
| OFFICE     | 128 | 5     | 128   | 128     | 128   | 128   | 128   | 128        |
| OFFICE     | 129 | 5     | 129   | 129     | 129   | 129   | 129   | 129        |
| OFFICE     | 130 | 5     | 130   | 130     | 130   | 130   | 130   | 130        |
| OFFICE     | 131 | 5     | 131   | 131     | 131   | 131   | 131   | 131        |
| OFFICE     | 132 | 5     | 132   | 132     | 132   | 132   | 132   | 132        |
| OFFICE     | 133 | 5     | 133   | 133     | 133   | 133   | 133   | 133        |
| OFFICE     | 134 | 5     | 134   | 134     | 134   | 134   | 134   | 134        |
| OFFICE     | 135 | 5     | 135   | 135     | 135   | 135   | 135   | 135        |
| OFFICE     | 136 | 5     | 136   | 136     | 136   | 136   | 136   | 136        |
| OFFICE     | 137 | 5     | 137   | 137     | 137   | 137   | 137   | 137        |
| OFFICE     | 138 | 5     | 138   | 138     | 138   | 138   | 138   | 138        |
| OFFICE     | 139 | 5     | 139   | 139     | 139   | 139   | 139   | 139        |
| OFFICE     | 140 | 5     | 140   | 140     | 140   | 140   | 140   | 140        |
| OFFICE     | 141 | 5     | 141   | 141     | 141   | 141   | 141   | 141        |
| OFFICE     | 142 | 5     | 142   | 142     | 142   | 142   | 142   | 142        |
| OFFICE     | 143 | 5     | 143   | 143     | 143   | 143   | 143   | 143        |
| OFFICE     | 144 | 5     | 144   | 144     | 144   | 144   | 144   | 144        |
| OFFICE     | 145 | 5     | 145   | 145     | 145   | 145   | 145   | 145        |
| OFFICE     | 146 | 5     | 146   | 146     | 146   | 146   | 146   | 146        |
| OFFICE     | 147 | 5     | 147   | 147     | 147   | 147   | 147   | 147        |
| OFFICE     | 148 | 5     | 148   | 148     | 148   | 148   | 148   | 148        |
| OFFICE     | 149 | 5     | 149   | 149     | 149   | 149   | 149   | 149        |
| OFFICE     | 150 | 5     | 150   | 150     | 150   | 150   | 150   | 150        |
| OFFICE     | 151 | 5     | 151   | 151     | 151   | 151   | 151   | 151        |
| OFFICE     | 152 | 5     | 152   | 152     | 152   | 152   | 152   | 152        |
| OFFICE     | 153 | 5     | 153   | 153     | 153   | 153   | 153   | 153        |
| OFFICE     | 154 | 5     | 154   | 154     | 154   | 154   | 154   | 154        |
| OFFICE     | 155 | 5     | 155   | 155     | 155   | 155   | 155   | 155        |
| OFFICE     | 156 | 5     | 156   | 156     | 156   | 156   | 156   | 156        |
| OFFICE     | 157 | 5     | 157   | 157     | 157   | 157   | 157   | 157        |
| OFFICE     | 158 | 5     | 158   | 158     | 158   | 158   | 158   | 158        |
| OFFICE     | 159 | 5     | 159   | 159     | 159   | 159   | 159   | 159        |
| OFFICE     | 160 | 5     | 160   | 160     | 160   | 160   | 160   | 160        |
| OFFICE     | 161 | 5     | 161   | 161     | 161   | 161   | 161   | 161        |
| OFFICE     | 162 | 5     | 162   | 162     | 162   | 162   | 162   | 162        |
| OFFICE     | 163 | 5     | 163   | 163     | 163   | 163   | 163   | 163        |
| OFFICE     | 164 | 5     | 164   | 164     | 164   | 164   | 164   | 164        |
| OFFICE     | 165 | 5     | 165   | 165     | 165   | 165   | 165   | 165        |
| OFFICE     | 166 | 5     | 166   | 166     | 166   | 166   | 166   | 166        |
| OFFICE     | 167 | 5     | 167   | 167     | 167   | 167   | 167   | 167        |
| OFFICE     | 168 | 5     | 168   | 168     | 168   | 168   | 168   | 168        |
| OFFICE     | 169 | 5     | 169   | 169     | 169   | 169   | 169   | 169        |
| OFFICE     | 170 | 5     | 170   | 170     | 170   | 170   | 170   | 170        |
| OFFICE     | 171 | 5     | 171   | 171     | 171   | 171   | 171   | 171        |
| OFFICE     | 172 | 5     | 172   | 172     | 172   | 172   | 172   | 172        |
| OFFICE     | 173 | 5     | 173   | 173     | 173   | 173   | 173   | 173        |
| OFFICE     | 174 | 5     | 174   | 174     | 174   | 174   | 174   | 174        |
| OFFICE     | 175 | 5     | 175   | 175     | 175   | 175   | 175   | 175        |
| OFFICE     | 176 | 5     | 176   | 176     | 176   | 176   | 176   | 176        |
| OFFICE     | 177 | 5     | 177   | 177     | 177   | 177   | 177   | 177        |
| OFFICE     | 178 | 5     | 178   | 178     | 178   | 178   | 178   | 178        |
| OFFICE     | 179 | 5     | 179   | 179     | 179   | 179   | 179   | 179        |
| OFFICE     | 180 | 5     | 180   | 180     | 180   | 180   | 180   | 180        |
| OFFICE     | 181 | 5     | 181   | 181     | 181   | 181   | 181   | 181        |
| OFFICE     | 182 | 5     | 182   | 182     |       |       |       |            |



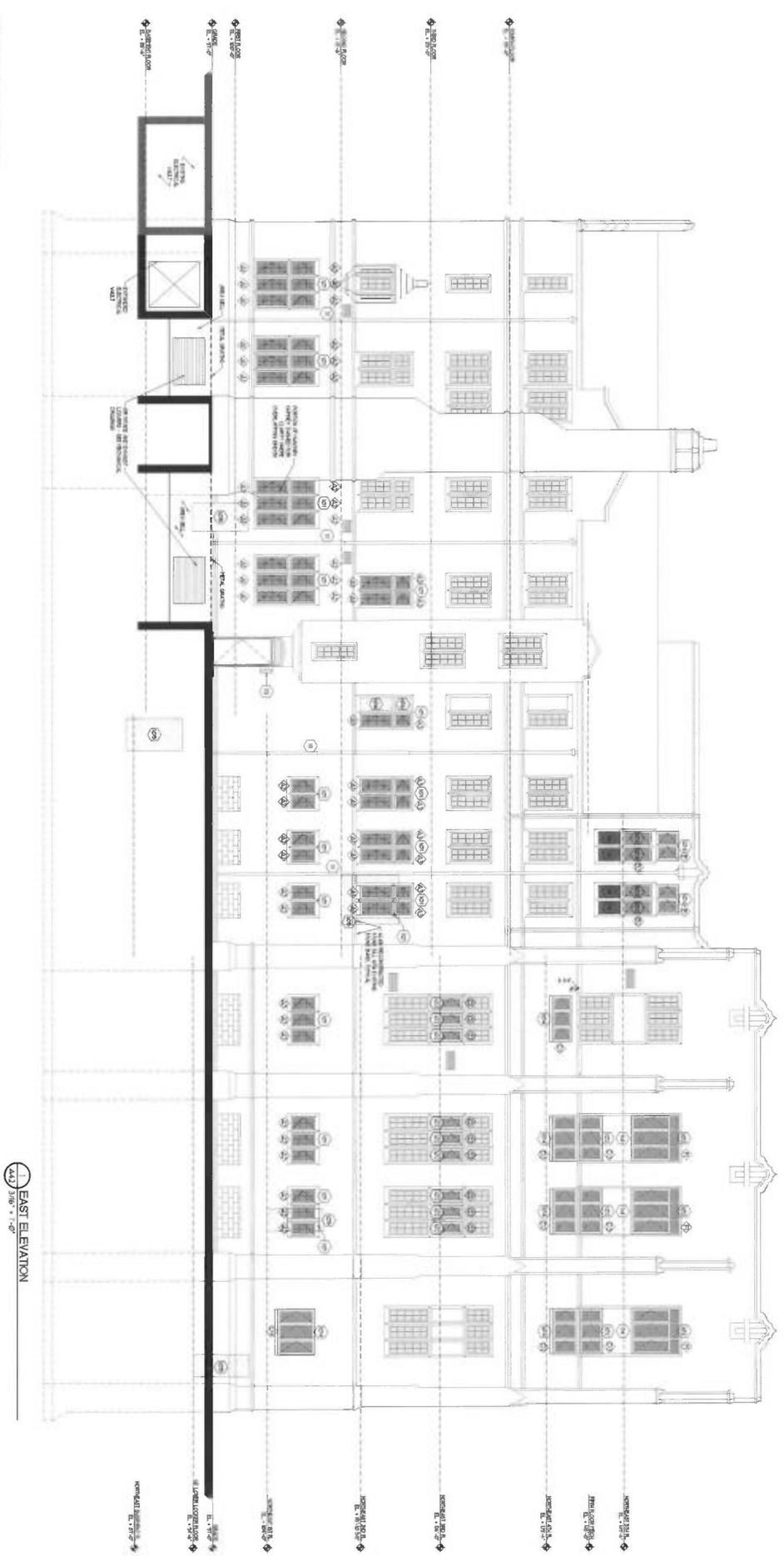
**WINDOW TYPES**

SCALE: 1/4" = 1'-0"

REF: SEE ALL WINDOWS



- PROPOSED ELEVATION KEY NOTES**
1. FINISH WINDOW FRAMEWORK SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  2. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  3. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  4. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  5. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  6. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  7. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  8. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  9. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  10. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  11. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  12. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  13. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  14. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.
  15. WINDOW UNITS SHALL BE AS SHOWN UNLESS NOTED OTHERWISE.

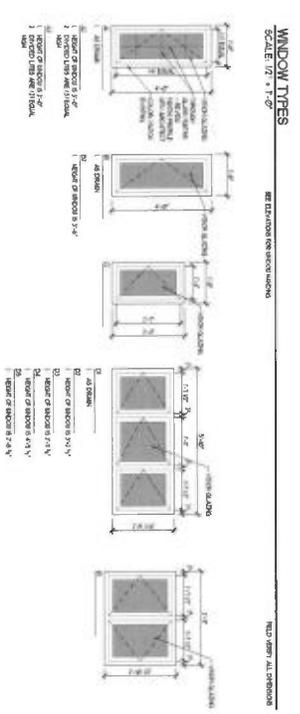


**EAST ELEVATION**

**WINDOW TYPES**

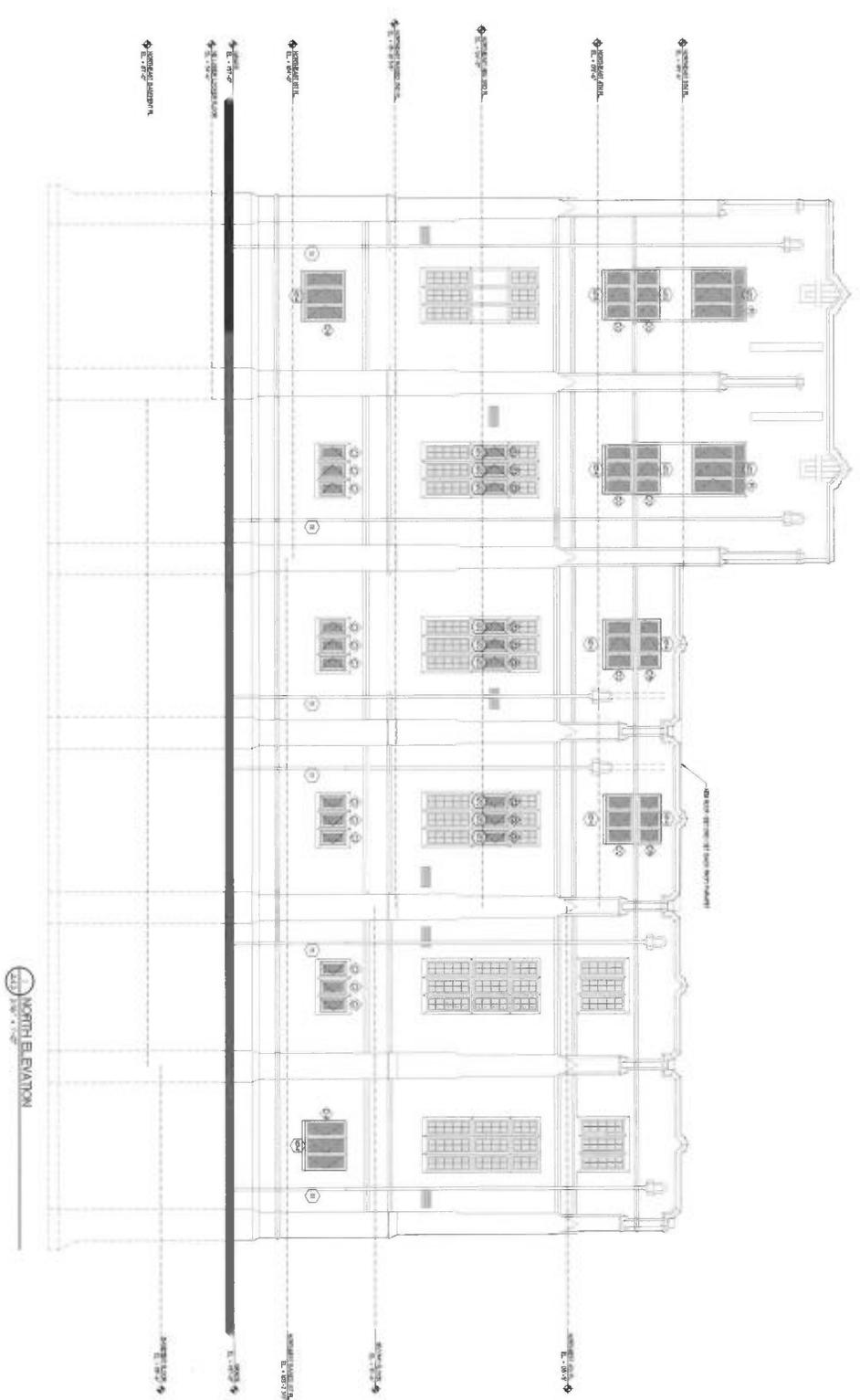
SCALE: 1/2" = 1'-0"

REF: ELEVATION OF EXTERIOR WALLS



**PROPOSED ELEVATION KEY NOTES**

- 1) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 2) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 3) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 4) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 5) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 6) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 7) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 8) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 9) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 10) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 11) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 12) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 13) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 14) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 15) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 16) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 17) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 18) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.
- 19) FINISH WINDOW TYPE AND MATERIAL TO BE DETERMINED BY ARCHITECT.



**NORTH 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

Finance Committee Agenda Item 2.  
Common Council Agenda Item L.1.

**Candor. Insight. Results.**  
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November 21, 2016 Pg. 34

- > 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<br>Development Overview Summary |   |
|--|---|
| <b>Project Name:</b>   | The Residences at Library Park  |
| <b>Project Location:</b>                                       | 720 59 <sup>th</sup> Place<br>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<br>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<br>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  | 359,407  | 369,141  | 379,122  | 389.2    |
| <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>                   | 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 - All                          | 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 - 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     | 1.1      |
| Debt Service - 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     | 0.1      |
| <b>Debt 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>Developer Fee</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>Management Fee</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>Available Cash Flow for Distribution</b> | \$ -   | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |
| <b>Allocation As Follows:</b>               |        |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |          |
| Resident Partner                            | 0.01%  | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |
| General Partner                             | 99.99% | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     | \$ -     |

PRELIMINARY DRAFT - FOR DISCUSSION PURPOSES ONLY

9/15/2016

# Development Team

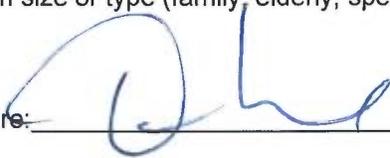
## DEVELOPER EXPERIENCE CERTIFICATION

Developer Name: Legacy Property Management Services, LLC

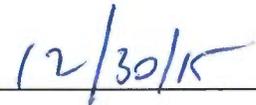
Number of years in the multifamily apartment business: 18

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:<br>Hillcrest Apartments   |  | City, State:<br>Waukesha, Wisconsin  |  | Developer Contact Name:<br>David Nankin   |  | Telephone Number:<br>847-432-9700                                  |  |
| Development Type:<br><input type="checkbox"/> New Construction<br><input checked="" type="checkbox"/> Rehabilitation<br><input type="checkbox"/> Acquisition/Rehabilitation   |  | Type of Subsidy:<br><input type="checkbox"/> None (Market)<br><input checked="" type="checkbox"/> Section 8<br><input type="checkbox"/> Rural Housing  |  | Placed-in-Service Date:<br>12/31/2013   |  | Number of Total Units:<br>60<br><br>Number of Low-Income Units: 60 |  |
| Is permanent financing in place?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Have you had to make capital contributions?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | No. of Months in Lease-Up Period <sup>1</sup><br>1   |  | Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup><br>Physical 98.9%      Economic 98.9% |  |  |  |
| Development Lender:<br>Bellwether Enterprise  |  | City, State:<br>Cleveland, OH  |  | Contact Person:<br>Mike Gruss   |  | Telephone Number:<br>216-820-4514                                  |  |
| Development Equity Provider:<br>Enterprise Community  |  | City, State:<br>Columbia, MD   |  | Contact Person:<br>Philip Porter  |  | Telephone Number:<br>410-772-2594                                  |  |
| Has the development ever had a financial audit performed?<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No   |  | If an audit has been performed, has the audit been qualified based on the development's ability to remain a going concern?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |  | Contact Person at Audit Provider:<br>Trenton Kleist   |  | Telephone Number:<br>608-240-6715                                  |  |
| If yes, provide the financial statement year: 2015  |  |  |  |   |  |  |  |

<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:<br>Forest Glen  | City, State:<br>Rockford, Illinois  | Developer Contact Name:<br>David Nankin<br><br>Telephone Number:<br>847-432-9700                                      |  |
| Development Type:<br><input type="checkbox"/> New Construction<br><input checked="" type="checkbox"/> Rehabilitation<br><input type="checkbox"/> Acquisition/Rehabilitation   | Type of Subsidy:<br><input type="checkbox"/> None (Market)<br><input type="checkbox"/> Section 8<br><input type="checkbox"/> Rural Housing<br><input checked="" type="checkbox"/> Section 42<br><input type="checkbox"/> Tax-Exempt Bond Financing<br><input type="checkbox"/> Other: | Placed-in-Service Date:<br>06/14/1994   | Number of Total Units: 140<br><br>Number of Low-Income Units: 57 |
| Is permanent financing in place?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Have you had to make capital contributions?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | No. of Months in Lease-Up Period <sup>1</sup><br>n/a  | Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup><br>Physical 97.5%      Economic 97.5% |  |
| Development Lender:<br>Berkadia   | City, State:<br>Chicago, Illinois   | Contact Person:<br>Matthew Ewig<br><br>Telephone Number:<br>262-542-1050  |  |
| Development Equity Provider:<br>N/A – post year 15 deal   | City, State:<br>n/a   | Contact Person:<br>n/a<br><br>Telephone Number:<br>n/a  |  |
| Has the development ever had a financial audit performed?<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No<br><br>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?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |   |  |
| Contact Person at Audit Provider:<br>Trenton Kleist   |   | Telephone Number:<br>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:<br>Monterey Apartments  |  | City, State:<br>Waukesha, Wisconsin   |  | Developer Contact Name:<br>David Nankin   |  | Telephone Number:<br>847-432-9700                               |  |
| Development Type:<br><input type="checkbox"/> New Construction<br><input checked="" type="checkbox"/> Rehabilitation<br><input type="checkbox"/> Acquisition/Rehabilitation   |  | Type of Subsidy:<br><input checked="" type="checkbox"/> None (Market)<br><input type="checkbox"/> Section 8<br><input type="checkbox"/> Rural Housing<br><input type="checkbox"/> Section 42<br><input type="checkbox"/> Tax-Exempt Bond Financing<br><input type="checkbox"/> Other: |  | Placed-in-Service Date:<br>n/a  |  | Number of Total Units: 240<br><br>Number of Low-Income Units: 0 |  |
| Is permanent financing in place?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Have you had to make capital contributions?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | No. of Months in Lease-Up Period <sup>1</sup><br>n/a  |  | Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup><br>Physical 98%      Economic 98% |  |   |  |
| Development Lender:<br>Berkadia   |  | City, State:<br>Chicago, IL   |  | Contact Person:<br>Matthew Ewig   |  | Telephone Number:<br>262-542-1050                               |  |
| Development Equity Provider:<br>n/a   |  | City, State:<br>n/a   |  | Contact Person:<br>n/a  |  | Telephone Number:<br>n/a  |  |
| Has the development ever had a financial audit performed?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>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?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |  | Contact Person at Audit Provider:<br>n/a  |  | Telephone Number:<br>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:<br>Courtyard Junction   |  | City, State:<br>Pleasant Prairie, Wisconsin   |  | Developer Contact Name:<br>David Nankin   |  | Telephone Number:<br>847-432-9700                              |  |
| Development Type:<br><input type="checkbox"/> New Construction<br><input type="checkbox"/> Rehabilitation<br><input checked="" type="checkbox"/> Acquisition/Rehabilitation   |  | Type of Subsidy:<br><input checked="" type="checkbox"/> None (Market)<br><input type="checkbox"/> Section 8<br><input type="checkbox"/> Rural Housing<br><input type="checkbox"/> Section 42<br><input type="checkbox"/> Tax-Exempt Bond<br><input type="checkbox"/> Financing<br><input type="checkbox"/> Other: |  | Placed-in-Service Date:<br>n/a  |  | Number of Total Units: 80<br><br>Number of Low-Income Units: 0 |  |
| Is permanent financing in place?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Have you had to make capital contributions?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | No. of Months in Lease-Up Period <sup>1</sup><br>n/a  |  | Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup><br>Physical 96.6%      Economic 96.6% |  |  |  |
| Development Lender:<br>Southport Bank   |  | City, State:<br>Kenosha, Wisconsin  |  | Contact Person:<br>Nicole Borissenkov   |  | Telephone Number:<br>262-577-2412                              |  |
| Development Equity Provider:<br>n/a   |  | City, State:<br>n/a   |  | Contact Person:<br>n/a  |  | Telephone Number:<br>n/a                                       |  |
| Has the development ever had a financial audit performed?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>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?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |  | Contact Person at Audit Provider:<br>n/a  |  | Telephone Number:<br>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:<br>Riverside Glen  |  | City, State:<br>Rockford, Illinois  |  | Developer Contact Name:<br>David Nankin  |  | Telephone Number:<br>847-432-9700                                 |  |
| Development Type:<br><input type="checkbox"/> New Construction<br><input type="checkbox"/> Rehabilitation<br><input checked="" type="checkbox"/> Acquisition/Rehabilitation  |  | Type of Subsidy:<br><input type="checkbox"/> None (Market)<br><input type="checkbox"/> Section 8<br><input type="checkbox"/> Rural Housing<br><input type="checkbox"/> Other:             |  | Placed-in-Service Date:<br>11/10/1995  |  | Number of Total Units: 120<br><br>Number of Low-Income Units: 120 |  |
| Is permanent financing in place?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Have you had to make capital contributions?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | No. of Months in Lease-Up Period <sup>1</sup><br>n/a  |  | Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup><br><u>Physical</u> 52.9% <u>Economic</u> 52.9% |  |   |  |
| Development Lender:<br>none  |  | City, State:  |  | Contact Person:  |  | Telephone Number:   |  |
| Development Equity Provider:<br>none   |  | City, State:  |  | Contact Person:  |  | Telephone Number:   |  |
| Has the development ever had a financial audit performed?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>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?<br><input type="checkbox"/> Yes<br><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:<br>Regency Apartments   |  | City, State:<br>Mishawaka, Indiana  |  | Developer Contact Name:<br>David Nankin  |  | Telephone Number:<br>847-432-9700                               |  |
| Development Type:<br><input type="checkbox"/> New Construction<br><input type="checkbox"/> Rehabilitation<br><input checked="" type="checkbox"/> Acquisition/Rehabilitation   |  | Type of Subsidy:<br><input checked="" type="checkbox"/> None (Market)<br><input type="checkbox"/> Section 8<br><input type="checkbox"/> Rural Housing<br><input type="checkbox"/> Section 42<br><input type="checkbox"/> Tax-Exempt Bond Financing<br><input type="checkbox"/> Other: |  | Placed-in-Service Date:<br>n/a   |  | Number of Total Units: 132<br><br>Number of Low-Income Units: 0 |  |
| Is permanent financing in place?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Have you had to make capital contributions?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | No. of Months in Lease-Up Period <sup>1</sup><br>n/a  |  | Physical and Economic Occupancy %'s for Each of the Last Two Years <sup>2</sup><br><u>Physical</u> 89.4% <u>Economic</u> 89.4% |  |   |  |
| Development Lender:<br>Berkadia   |  | City, State:<br>Chicago, IL   |  | Contact Person:<br>Matthew Ewig  |  | Telephone Number:<br>262-542-1050                               |  |
| Development Equity Provider:<br>n/a   |  | City, State:<br>n/a   |  | Contact Person:<br>n/a   |  | Telephone Number:<br>n/a  |  |
| Has the development ever had a financial audit performed?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No<br>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?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No   |  | Contact Person at Audit Provider:  |  |   |  |



<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<br>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 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)   | (26,287)   | (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     | 40,138     | 41,328     | 42,543     | 43,784     | 45,051     | 46,344     | 47,664     | 49,018   |
| Effective Gross Income      | 12,601    | 308,532    | 340,105    | 347,206    | 354,458    | 361,864    | 369,427    | 377,152    | 385,041    | 393,089    | 401,328    | 409,733    | 418,274    | 426,963    | 435,806    | 444,811    | 453,979    | 463,312    | 472,821    | 482,505  |
| <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     | 19,986     | 21,366     | 22,753     | 24,148     | 25,551     | 26,962     | 28,382     | 29,809     | 31,246     | 32,692     | 34,148     | 35,615     | 37,093     | 38,581     | 40,080     | 41,589     | 43,108   |
| 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     |
| Total Operating Expenses    | 7,882     | 212,474    | 243,075    | 249,740    | 258,601    | 266,664    | 274,405    | 282,280    | 290,396    | 298,530    | 306,897    | 315,511    | 324,378    | 333,482    | 342,822    | 352,390    | 362,155    | 372,124    | 382,321    | 392,8    |
| Net Operating Income        | 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     | 65,634     | 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         | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| 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          | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Total Debt Service          | 57,380    | 63,926     | 63,926     | 74,822     | 75,745     | 76,685     | 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     |
| Net Cash Flow               | 2,36      | 1,67       | 1,52       | 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,       |
| Net Cash Flow               | 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,       |
| Net Cash Flow               | 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      |
| Net Cash Flow               | 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      | -          | -          | -          | -          | -        |
| Net Cash Flow               | 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      | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -          | -        |
| Net Cash Flow               | -         | -          | -          | -          |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |          |

**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>\$ 8,554,387</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 |
|---------|---------|----|---------|----|---------|----|---------|----|---------|----|-----------|----|-----------|

|  | Annual<br>Expense | Expense<br>per Unit<br>49 | % Gross<br>Potential<br>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 |
|---|--------------------------|------|

**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<br>David Nankin<br>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.

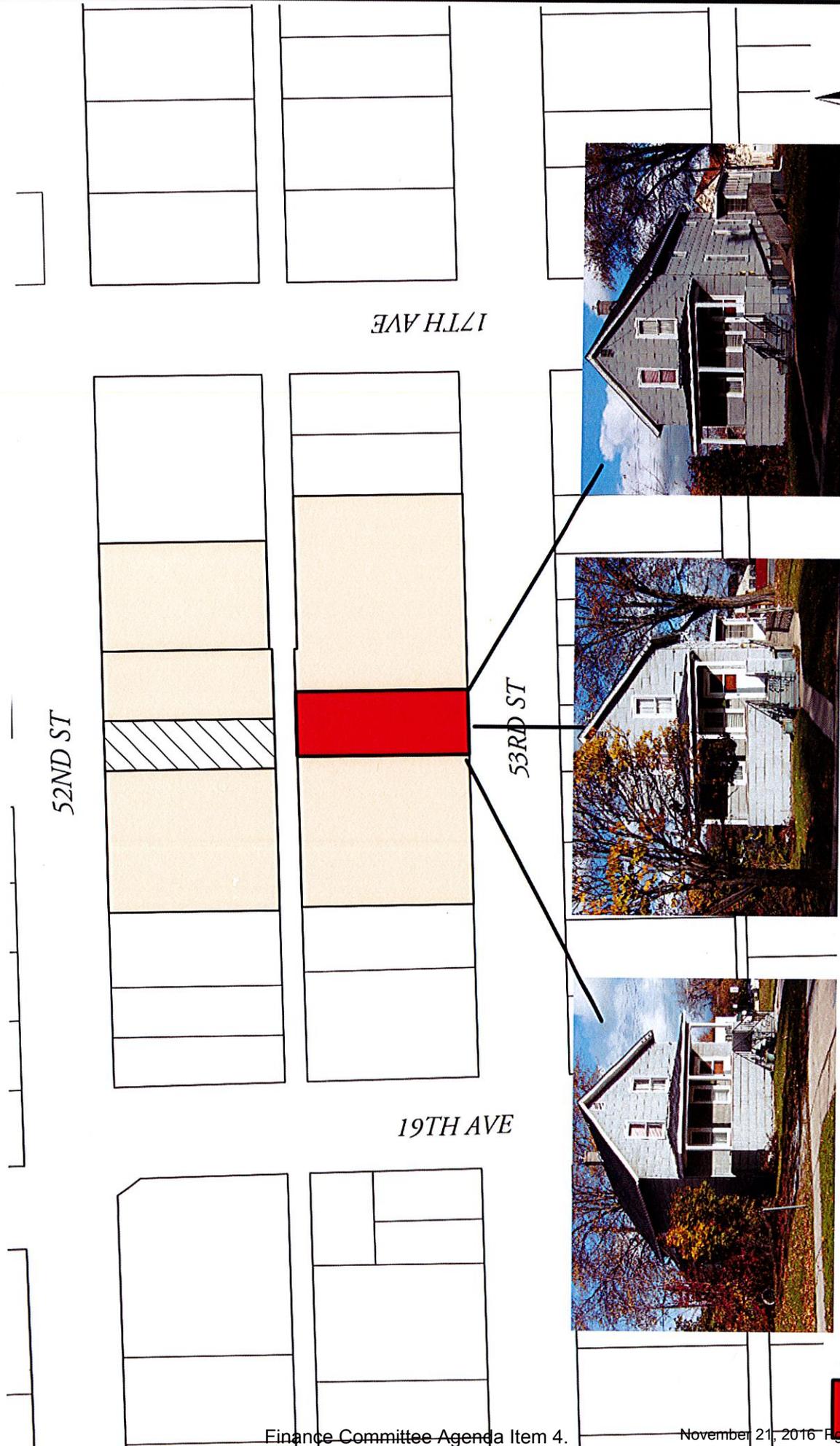
The property is one of two privately owned buildings surrounded by the former CYC buildings and parking lots that were razed in 2013 for future development.

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: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, which was received by Buyer prior to Buyer  
162 signing this Offer and which constituted the Offer by Seller. ~~COMPLETE DATE OR STRIKE AS APPLICABLE~~  
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] on 9/29/16

446 Buyer's Signature ▲ Print Name Here ► City of Kenosha by John M. Antaramian, Mayor Date ▲

447 (X) [Signature] on 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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| / /      |     |        |                      |                 |            |      |
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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.

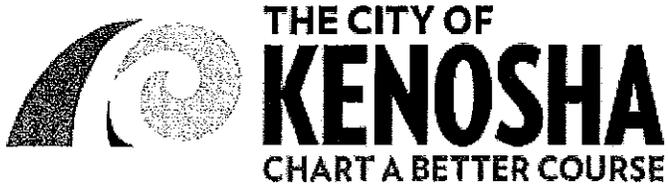
Real estate tax and special assessment data excludes any payments appearing on delinquent tax bills due to the County of Kenosha, or contemplated special assessments not yet placed assessment roll.

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.

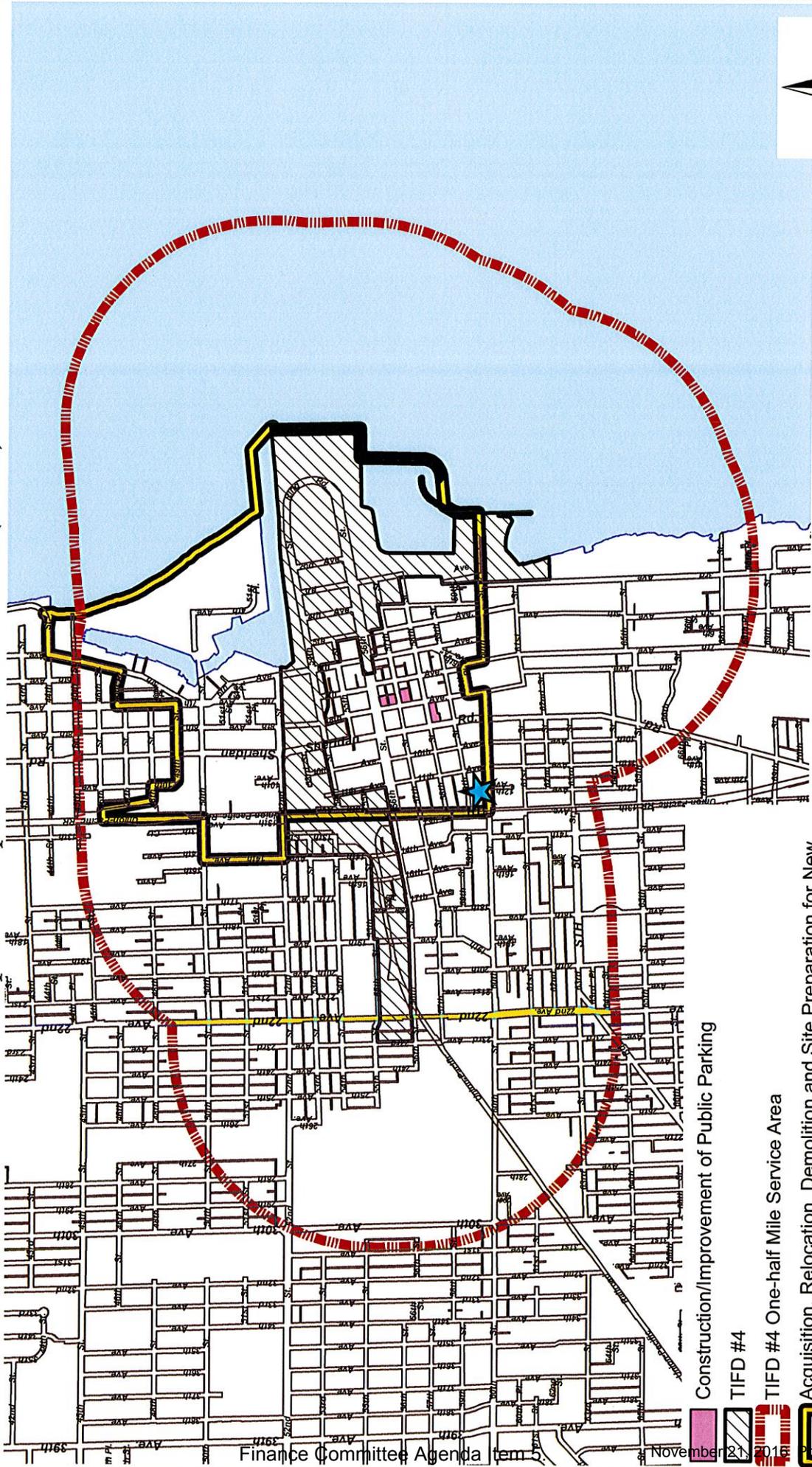
The attached reline Amendment, drafted by the City, would allow the City to conduct the Phase 1 ESA before closing. The County has verbally agreed to it. In addition, the City is proposing to further amend the redline Amendment to transfer the property to the County after the City's closing so the County 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)



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-Offers #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”

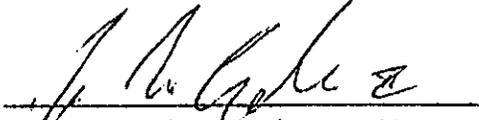
2. Line 39 is hereby amended to read: “Zohrab Khaligian, Community Development & Inspections, 625 52<sup>nd</sup> Street, Kenosha WI 53140”
3. Line 41 is hereby amended to read: “Buyer: (262) 653-4045
4. Line 48 is hereby amended to read: “Zohrab Khaligian, Community Development & Inspections, 625 52<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: servicing 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.

**TITLE EVIDENCE**

**CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if 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 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed 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 No other liens or encumbrances.

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

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

**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 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. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

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

**PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 20 days after acceptance ("15" if left blank), showing title to the 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 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

**TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 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 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver 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 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

**ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE** ("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 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

**CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within 15 days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

**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 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 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 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 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 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:

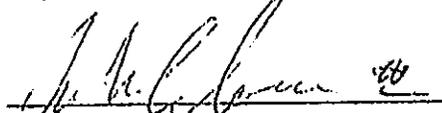
"CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance"

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.

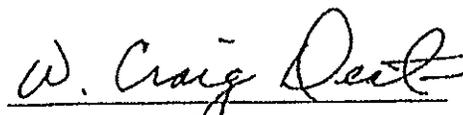
Buyer: Kenosha County, a Municipal Corporation

  
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



*Environmental, LLC.*

---

**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**

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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Building Survey

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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<br>Tan, Organically Bound |           |          |                | None Detected   | 100% NON FIBROUS MATERIAL |
| Layer 2: Mastic<br>Black, Bituminous          |           |          |                | 2% CHRYSOTILE   | 98% NON FIBROUS MATERIAL  |
| 184592-002                                    | 09/14/16  | 2        | 1202 S 60th St |                 |                           |
| Layer 1: Floor Tile<br>Gray, Rubbery          |           |          |                | None Detected   | 100% NON FIBROUS MATERIAL |
| Layer 2: Mastic<br>Brown, Brittle/Soft        |           |          |                | None Detected   | 100% NON FIBROUS MATERIAL |
| 184592-003                                    | 09/14/16  | 3        | 1202 S 60th St |                 |                           |
| Layer 1: Granular Material<br>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" |
| AH 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

---

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<br>Principal<br>Balance | Principal<br>Balance<br>at 1/1/2016 | Current Year<br>Borrowings | Principal<br>Receipts YTD<br>9/30/2016 | Interest<br>Receipts YTD<br>9/30/2016 | Principal<br>Balance<br>9/30/2016 | Current<br>Interest<br>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<br>Principal<br>Balance | Principal<br>Balance<br>at 1/1/2016 | Current Year<br>Borrowings | Principal<br>Receipts YTD<br>9/30/2016 | Interest<br>Receipts YTD<br>9/30/2016 | Principal<br>Balance<br>9/30/2016 | Current<br>Interest<br>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<br>Principal<br>Balance | Principal<br>Balance<br>at 1/1/2016 | Current Year<br>Borrowings | Principal<br>Receipts YTD<br>9/30/2016 | Interest<br>Receipts YTD<br>9/30/2016 | Principal<br>Balance<br>9/30/2016 | Current<br>Interest<br>Rate |
|-----------------------|--|----------------------------------|-------------------------------------|----------------------------|--|---------------------------------------|-----------------------------------|-----------------------------|
|                       | <b>Urban Development Action Grant<br/>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            | -0-                 |
| b.              | Investments             | -0-                 |
| c.              | All Other Disbursements | 2,556,127.80        |
| <b>SUBTOTAL</b> |                         | <b>2,556,127.80</b> |

PLUS:

2. City of Kenosha Payroll Wire Transfers  
from the same period: 1,282,903.10

**TOTAL DISBURSEMENTS APPROVED** 3,839,030.90

\_\_\_\_\_  
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*

Finance Committee Agenda Item 7 / November 21, 2016 Pg. 141  
Common Council Agenda Item M.2.  
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<br>630-09-50101-393-000   | 09/16 SE #3172 PARTS<br>10/16 SE #2282 PARTS<br>..... CHECK TOTAL   | 647.87<br>99.39<br>747.26                                |
| 162292  | 10/19      | CARRICO AQUATIC RESOURCES     | 110-05-55111-246-000<br>110-05-55111-359-000<br>110-05-55111-246-000<br>110-05-55111-246-000<br>110-05-55111-246-000 | SENSORS<br>DE POWDER<br>LATERAL<br>ADAPTER<br>ADAPTER<br>..... CHECK TOTAL  | 439.11<br>269.04<br>196.22<br>21.67<br>21.67<br>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<br>110-01-51601-367-000   | 07/16-CD UNIFORMS AN<br>09/16-CD UNIFORMS AN<br>..... CHECK TOTAL   | 1,374.51<br>47.09<br>1,421.60                            |
| 162295  | 10/19      | LOWE'S                        | 110-05-55109-361-000<br>110-05-55109-344-000<br>501-09-50105-361-000<br>110-02-52203-382-000<br>110-05-55109-382-000 | 09/16 PA MERCHANDISE<br>09/16 PA MERCHANDISE<br>09/16 SW MERCHANDISE<br>09/16 FD MERCHANDISE<br>09/16 PA MERCHANDISE<br>..... CHECK TOTAL | 725.79<br>161.42<br>137.16<br>44.92<br>40.55<br>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<br>206-02-52205-344-000   | 09/16-FD IDENTIFIERS<br>09/16 IDENTIFIERS<br>..... CHECK TOTAL  | 419.04<br>276.51<br>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   |

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| 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    |

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| 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<br>110-00-21539-000-000   | WDCP<br>WDCP ROTH<br>..... CHECK TOTAL  | 6,829.89<br>642.50<br>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<br>110-01-51301-311-000   | 2016 FALL FEST<br>OFFICE SUPPLIES<br>..... CHECK TOTAL  | 68.55<br>8.43<br>76.98  |
| 162348  | 10/19      | KRYSTOWIAK, PETER           | 110-01-50901-264-000<br>110-01-50901-261-000<br>110-01-50901-263-000   | 9/29-APP INST-MILW<br>9/29-APP INST-MILW<br>9/29-APP INST-MILW<br>..... CHECK TOTAL   | 145.00<br>56.70<br>11.60<br>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<br>110-05-55109-221-000   | 09/16 STREET LIGHT<br>09/16 STREET LIGHT<br>..... CHECK TOTAL   | 61,761.64<br>258.42<br>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<br>110-02-52203-316-000<br>520-09-50106-341-000<br>520-09-50201-317-000<br>110-02-52206-344-000<br>632-09-50101-389-000<br>520-09-50201-347-000 | 09/16 SE PARTS, MATE<br>09/16 FD PARTS, MATE<br>09/16 TD PARTS AND S<br>09/16 TD PARTS AND S<br>09/16 FD PARTS, MATE<br>09/16 SW PARTS, MATE<br>09/16 TD PARTS AND S<br>..... CHECK TOTAL | 736.74<br>735.29<br>676.09<br>227.73<br>175.84<br>10.58<br>3.29<br>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<br>110-00-21562-000-000<br>110-00-21562-000-000   | CITY HRLY<br>WATER HRLY<br>MUSEUM HRLY<br>..... CHECK TOTAL   | 8,516.00<br>3,166.62<br>15.00<br>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<br>110-05-55109-221-000   | 08/16-AMECHE ELEC<br>07/16-AMECHE ELEC<br>..... CHECK TOTAL   | 39.19<br>34.04<br>73.23  |
| 162356  | 10/21      | PALMEN BUICK                | 630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>520-09-50201-347-000<br>630-09-50101-393-000 | 09/16-SE#2983 PARTS<br>09/16-SE#2718 PARTS<br>10/16-SE#2718 PARTS<br>09/16-SE#2718 PARTS<br>09/16-SE#2330 PARTS<br>10/16-SE#2718 PARTS<br>10/16-SE#2718 PARTS<br>09/16-SE#2718 PARTS<br>09/16-SE PARTS/MATER<br>09/16-TD PARTS/MATER<br>09/16-SE CREDIT PART<br>..... CHECK TOTAL | 473.92<br>340.62<br>280.10<br>152.26<br>114.83<br>93.04<br>81.88<br>35.81<br>30.49<br>25.47<br>34.78CR<br>1,593.64 |
| 162357  | 10/21      | KENOSHA WATER UTILITY       | 227-09-50101-219-000<br>463-11-51101-589-000   | 8/3-29 GW O&M<br>702 58TH ST 6-8/31<br>..... CHECK TOTAL  | 1,256.89<br>91.16<br>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<br>110-00-21511-000-000<br>110-00-21612-000-000<br>110-00-21514-000-000<br>110-00-21614-000-000   | 10/21/16 DEDCTS<br>10/21/16 DEDCTS<br>10/21/16 DEDCTS<br>10/21/16 DEDCTS<br>10/21/16 DEDCTS<br>..... CHECK TOTAL  | 21,638.45<br>11,903.26<br>11,903.25<br>3,262.28<br>3,262.26<br>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<br>110-05-55108-282-000<br>110-05-55108-282-000   | 8/19-9/15 PORTABLE U<br>8/19-9/15 PORTABLE U<br>8/19-9/15-PORTABLE U<br>..... CHECK TOTAL   | 140.00<br>140.00<br>140.00<br>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<br>217-06-51617-259-000  | #2974297-11/16 RENT<br>#2974296 - 9/16<br>..... CHECK TOTAL  | 13,428.00<br>1,178.72<br>14,606.72   |
| 162364  | 10/21      | UNITED HOSPITAL SYSTEM    | 110-02-52102-219-000<br>110-02-52102-219-000  | MED REC#4690529<br>MED REC#4697049<br>..... CHECK TOTAL  | 79.44<br>75.19<br>154.63   |
| 162365  | 10/21      | U.S. CELLULAR             | 110-02-52102-219-000<br>110-02-52102-219-000  | #208505<br>#208468<br>..... CHECK TOTAL  | 150.00<br>150.00<br>300.00   |
| 162366  | 10/21      | PACE ANALYTICAL           | 420-11-51310-589-000<br>420-11-51310-589-000  | 02/16-SOIL SAMPLING<br>07/16-SOIL SAMPLING<br>..... CHECK TOTAL  | 600.00<br>542.00<br>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<br>110-01-51801-226-000  | 10/6-11/05 AD CELL A<br>10/06-11/05 MB CELL<br>..... CHECK TOTAL   | 81.82<br>7.42<br>89.24   |
| 162371  | 10/21      | WASTE MANAGEMENT OF WI    | 110-03-53117-253-416<br>110-03-53117-253-416<br>501-09-50104-253-000<br>501-09-50104-253-000<br>110-03-53117-253-417<br>110-03-53117-253-417<br>110-03-53117-253-416<br>110-03-53117-253-417<br>110-03-53117-253-416<br>110-03-53117-253-417<br>110-03-53117-253-416<br>501-09-50104-253-000<br>110-03-53117-253-417<br>501-09-50104-253-000<br>110-03-53117-253-417<br>09/16 ENVIRONMENTAL | 09/16 WASTE DISPOSAL<br>09/16 WDNR TONNAGE F<br>09/16 WASTE DISPOSAL<br>09/16 WDNR TONNAGE F<br>09/16 COMPACTOR PULL<br>09/16 WASTE DISPOSAL<br>09/16 FUEL SURCHARGE<br>09/16 WDNR TONNAGE F<br>09/16 ENVIRONMENTAL<br>09/16 FUEL SURCHARGE<br>09/16 FUEL SURCHARGE<br>09/16 ENVIRONMENTAL<br>09/16 ENVIRONMENTAL<br>..... CHECK TOTAL | 30,799.31<br>15,591.55<br>5,816.26<br>2,944.37<br>2,212.56<br>1,698.22<br>1,340.96<br>859.69<br>288.00<br>256.57<br>171.82<br>132.00<br>72.00<br>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<br>110-09-56405-212-000   | 09/2016 WENGER<br>8/8-9/12 JOHNSON<br>..... CHECK TOTAL   | 225.15<br>165.00<br>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<br>110-00-21581-000-000   | J LIVINGSTON<br>10/21/16 K BAKER<br>..... CHECK TOTAL   | 81.16<br>39.98<br>121.14  |
| 162377  | 10/21      | JOHNSON BANK               | 110-00-21532-000-000<br>110-00-21532-000-000   | CITY HRLY<br>WATER HRLY<br>..... CHECK TOTAL  | 1,007.11<br>618.65<br>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<br>110-01-51102-539-000<br>110-01-51102-539-000<br>110-01-51102-235-000<br>110-01-51601-311-000<br>110-03-53116-389-000<br>110-01-51601-311-000 | 09/16 COMPUTER EQUIP<br>10/16 COMPUTER EQUIP<br>10/16 COMPUTER EQUIP<br>09/16 COMPUTER EQUIP<br>09/16 COMPUTER EQUIP<br>10/16 COMPUTER EQUIP<br>09/16 COMPUTER EQUIP<br>..... CHECK TOTAL | 1,799.90<br>961.96<br>483.70<br>472.14<br>69.52<br>53.16<br>16.95<br>3,857.33 |
| 162380  | 10/21      | CHAPTER 13 TRUSTEE         | 110-00-21581-000-000<br>110-00-21581-000-000   | G GRANADO<br>C EDWARDS<br>..... CHECK TOTAL   | 104.00<br>35.00<br>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<br>110-05-55109-357-000   | ROOFING MAT'L<br>LUMBER<br>..... CHECK TOTAL  | 958.60<br>836.63<br>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<br>110-09-56405-161-000   | 8/11/16 GALLEY<br>8/3/16 GALLEY<br>..... CHECK TOTAL  | 416.00<br>416.00<br>832.00  |
| 162398  | 10/21      | AURORA HEALTH CARE           | 110-09-56405-161-000<br>110-09-56405-161-000<br>110-09-56405-161-000<br>110-09-56405-161-000<br>110-09-56405-161-000<br>110-09-56405-161-000<br>110-09-56405-161-000 | 9/19/16 WITT<br>9/26/16 BARLETT<br>9/16/16 HODGES<br>9/29/16 GONZALES<br>9/26/16 BARLETT<br>9/26/16 BARLETT<br>9/26/16 BARLETT<br>..... CHECK TOTAL | 3,077.00<br>292.40<br>283.05<br>256.70<br>65.45<br>31.45<br>25.50<br>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<br>110-09-56405-161-000   | 9/9/16 KOPP<br>9/7/16 KOPP<br>..... CHECK TOTAL   | 447.10<br>445.40<br>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<br>110-00-21104-000-000                         | CLASS B<br>PUBL FEE<br>..... CHECK TOTAL  | 450.00<br>23.00<br>473.00           |
| 162418  | 10/21      | SWADE, GEORGE               | 110-00-21111-000-000<br>110-00-45103-000-000                         | REFUND COURT PYMT<br>REFUND DOR FEE<br>..... CHECK TOTAL                            | 114.00<br>5.00<br>119.00            |
| 162419  | 10/21      | MICHAEL, STEVEN             | 110-00-26915-000-000<br>110-00-21905-000-000<br>110-00-26915-000-000 | CANCEL SPBH 6/1/17<br>CANCEL SPBH 6/1/17<br>CANCEL SPBH 6/1/17<br>..... CHECK TOTAL | 650.00<br>250.00<br>25.00<br>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<br>110-09-56501-259-569<br>110-09-56501-259-569   | 702 58TH ST WINDOW<br>10/16 7947 17 AVE<br>10/16 6625 17 AVE<br>..... CHECK TOTAL   | 10,500.00<br>660.70<br>80.00<br>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<br>110-03-53109-375-000   | 09/16-TD ELECTRICAL<br>10/16-ST ELECTRICAL<br>..... CHECK TOTAL   | 195.00<br>4.70<br>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<br>110-02-52103-345-000<br>110-02-52102-341-000<br>110-02-52102-345-000<br>110-02-52109-341-000<br>110-02-52109-345-000<br>110-02-52103-341-000<br>110-02-52101-341-000<br>110-02-52101-345-000 | 09/16 PATROL FUEL<br>09/16 PATROL REPAIR<br>09/16 DET FUEL<br>09/16 DET REPAIR<br>09/16 KSCU FUEL<br>09/16 KSCU REPAIR<br>09/16 CYCLE FUEL<br>09/16 ADMIN FUEL<br>09/16 ADMIN REPAIR<br>..... CHECK TOTAL | 13,369.14<br>2,863.94<br>2,028.36<br>1,128.66<br>619.50<br>611.53<br>398.92<br>252.30<br>40.33<br>21,312.68 |
| 162439  | 10/26      | KENOSHA NEWS               | 110-01-51601-321-000<br>520-09-50301-328-000<br>110-01-50101-321-000   | 08/16 CD SEC 108 PUB<br>10/16 TD HEARING<br>09/16 CD ANNEX 2 PUB<br>..... CHECK TOTAL   | 83.40<br>63.06<br>41.76<br>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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|----------------------|----------------------|-----------------------------|----------------------|----------------------|----------|
| 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<br>110-00-21901-999-000<br>110-00-21910-999-000   | 09/16 FEES COLLECTED<br>09/16 FEES COLLECTED<br>09/16 FEES COLLECTED<br>..... CHECK TOTAL   | 5,857.21<br>2,281.87<br>202.06<br>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<br>761-09-50101-233-000<br>761-09-50101-225-000   | 10/19-11/18 STORES G<br>10/9-11/8-PHONE/RR<br>10/9-11/8-PHONE/RR<br>..... CHECK TOTAL   | 139.95<br>69.88<br>60.75<br>270.58  |
| 162486  | 10/26      | BOUND TREE MEDICAL, LLC     | 206-02-52205-318-000<br>206-02-52205-318-000   | 10/16 FD MEDICAL SUP<br>10/16 FD MEDICAL SUP<br>..... CHECK TOTAL   | 166.54<br>117.05<br>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<br>110-01-51601-219-000<br>110-01-51601-219-000   | 09/16 LE SERVICES OF<br>09/16 SERVICES OF PR<br>09/16 CD SERVICES OF<br>..... CHECK TOTAL   | 1,036.00<br>370.00<br>90.00<br>1,496.00   |
| 162489  | 10/26      | RIMKUS, JASON               | 761-09-50101-111-000<br>761-00-21514-000-000<br>761-00-21599-000-000<br>761-00-21512-000-000<br>761-00-21511-000-000<br>761-00-21513-000-000 | 10/16-31/16 SERVICES<br>10/16-31/16 SERVICES<br>10/16-31/16 SERVICES<br>10/16-31/16 SERVICES<br>10/16-31/16 SERVICES<br>10/16-31/16 SERVICES<br>..... CHECK TOTAL | 2,001.28<br>29.02CR<br>100.06CR<br>100.70CR<br>124.08CR<br>236.00CR<br>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<br>521-09-50101-311-000<br>520-09-50301-311-000<br>110-01-51303-311-000                         | 10/16-CD PRINTING SE<br>09/16-AR PRINTING SE<br>10/16-TD PRINTING SE<br>10/16-PE PRINTING SE<br>..... CHECK TOTAL                         | 72.00<br>39.50<br>39.50<br>39.50<br>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<br>110-03-53103-355-000<br>110-03-53103-355-000   | 10/16-AGGREGATE MATE<br>10/16-ST ASPHALT MAT<br>10/16-ST ASPHALT MAT<br>..... CHECK TOTAL   | 6,103.69<br>485.92<br>271.25<br>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<br>110-02-52201-311-000   | 08/16 AD PRINT SERVI<br>08/16 FD PRINT SERVI<br>..... CHECK TOTAL   | 108.23<br>108.22<br>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<br>110-00-21511-000-000<br>110-00-21612-000-000<br>110-00-21514-000-000<br>110-00-21614-000-000 | 10/28/16 HRLY DEDCTS<br>10/28/16 HRLY DEDCTS<br>10/28/16 HRLY DEDCTS<br>10/28/16 HRLY DEDCTS<br>10/28/16 HRLY DEDCTS<br>..... CHECK TOTAL | 22,003.55<br>11,967.30<br>11,967.25<br>3,281.00<br>3,280.84<br>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<br>761-00-21599-000-000   | 10/16-PIRO/RIMKUS<br>10/16-PIRO/RIMKUS<br>..... CHECK TOTAL   | 250.12<br>250.12<br>500.24                                |        |
| 162552  | 10/28      | UNITED HOSPITAL SYSTEM        | 110-02-52103-219-000<br>110-02-52102-219-000<br>110-02-52102-219-000<br>110-02-52103-219-000 | LAB<br>#16-112878 MED REC<br>#16-135500 MED REC<br>LAB<br>..... CHECK TOTAL                                       | 99.20<br>88.45<br>68.79<br>49.20<br>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<br>501-09-50102-219-000<br>501-09-50102-219-000<br>501-09-50102-219-000 | 09/16-WASTE COUPON P<br>10/16-WASTE COUPON P<br>10/16-WASTE COUPON P<br>10/16-WASTE COUPON P<br>..... CHECK TOTAL | 350.00<br>162.48<br>161.16<br>56.16<br>729.80             |        |
| 162555  | 10/28      | PACE ANALYTICAL               | 227-09-50101-219-000<br>497-11-50201-219-000<br>497-11-50201-219-000                         | 8/18/16-LAB SERVICE<br>7/18/16-LAB SERVICES<br>7/27/16-LAB SERVICE<br>..... CHECK TOTAL                           | 2,450.00<br>1,100.00<br>50.00<br>3,600.00                 |        |
| 162556  | 10/28      | CICCHINI ASPHALT LLC          | 402-11-51503-585-000<br>402-11-51603-585-000<br>403-11-51504-588-000<br>501-09-50105-219-000 | 7TH AVE PROJECT<br>7TH AVE PROJECT<br>7TH AVE PROJECT<br>09/16 SW ASPHALT INS<br>..... CHECK TOTAL                | 11,718.95<br>10,022.37<br>1,218.00<br>357.50<br>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<br>520-09-50201-347-000<br>206-02-52205-344-000                         | 09/16 SE PARTS/MATER<br>09/16 TD BUS PARTS/M<br>09/16 FD PARTS/MATER<br>..... CHECK TOTAL                         | 10,998.24<br>694.84<br>223.05<br>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<br>110-02-52203-246-000   | 09/16 MB COLLECT/SHR<br>07/16 FD DOCUMENT SH<br>..... CHECK TOTAL   | 184.00<br>18.81<br>202.81  |
| 162561  | 10/28      | AUTO ZONE INC.                | 630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000   | 08/16 SE PARTS/SUPPL<br>09/16 SE #2426 PARTS<br>09/16 SE RETURN PART<br>..... CHECK TOTAL   | 59.08<br>6.47<br>29.54CR<br>36.01  |
| 162562  | 10/28      | US CELLULAR                   | 110-01-51601-226-000<br>205-03-53118-226-000   | 10/06-11/05 CELL SER<br>10/06-11/05 WA CELL<br>..... CHECK TOTAL  | 40.55<br>1.25<br>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<br>110-09-56501-259-570<br>110-09-56501-259-570   | 09/16 3717 13TH ST<br>09/16 6015 14TH AVE<br>09/16 2003 53RD ST<br>..... CHECK TOTAL  | 485.42<br>210.00<br>188.32<br>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<br>110-00-21532-000-000<br>110-00-21532-000-000<br>110-00-21532-000-000<br>110-00-21532-000-000   | CITY SAL<br>CITY HRLY<br>WATER SAL<br>LIBRARY SAL<br>WATER HOURLY<br>..... CHECK TOTAL  | 25,029.14<br>8,007.11<br>3,775.83<br>1,305.00<br>618.65<br>38,735.73                 |
| 162569  | 10/28      | SWIDERSKI EQUIPMENT, INC      | 630-09-50101-393-000<br>630-09-50101-393-000<br>630-09-50101-393-000   | 08/16-SE#3020 PARTS<br>08/16-SE#3020 PARTS/<br>08/16-SE#3020 PARTS/<br>..... CHECK TOTAL  | 1,163.47<br>68.69<br>53.26<br>1,285.42   |
| 162570  | 10/28      | FASTENAL COMPANY              | 630-09-50101-393-000<br>110-03-53110-361-000<br>501-09-50105-361-000<br>630-09-50101-393-000<br>630-09-50101-393-000<br>520-09-50201-347-000<br>110-05-55109-344-000<br>110-05-55109-344-000<br>630-09-50101-393-000 | 10/16 SE #8515 TOOLS<br>10/16 ST TOOLS/MATER<br>09/16 SW TOOLS/MATER<br>10/16 SE #8515 TOOLS<br>10/16 SE #2261 TOOLS<br>10/16 TD TOOLS / MAT<br>10/16 PA TOOLS/MATER<br>09/16 PA TOOLS/MATER<br>10/16 SE #1959 TOOLS<br>..... CHECK TOTAL | 59.72<br>48.59<br>32.93<br>32.49<br>21.77<br>15.76<br>11.54<br>9.42<br>.51<br>232.73 |

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|---------|------------|------------------------------|--|--|--|
| 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<br>110-03-53117-253-000<br>110-03-53117-253-000<br>110-03-53117-253-000   | 09/16-AR REMOVAL SER<br>08/16-WA REMOVAL SER<br>09/16-WA REMOVAL SER<br>10/16-WA REMOVAL SER<br>..... CHECK TOTAL  | 125.00<br>65.00<br>65.00<br>65.00<br>320.00  |
| 162573  | 10/28      | BASCOM, BUDISH & CEMAN, S.C. | 110-09-56405-212-000<br>110-09-56405-212-000   | 23041 9/16 WENGER<br>8/8-9/12/16 M JOHNSO<br>..... CHECK TOTAL   | 225.15<br>165.00<br>390.15   |
| 162574  | 10/28      | CHAPTER 13 TRUSTEE           | 110-00-21581-000-000<br>110-00-21581-000-000   | 10/28/16 G GRANADO<br>10/28/16 C EDWARDS<br>..... CHECK TOTAL  | 104.00<br>35.00<br>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<br>110-02-52103-311-000<br>110-01-51101-311-000<br>110-03-53101-311-000   | 09/16 SE MISC OFFICE<br>10/16 PD MISC OFFICE<br>10/16 FN MISC OFFICE<br>10/16 PW MISC OFFICE<br>..... CHECK TOTAL  | 178.12<br>66.48<br>42.88<br>41.79<br>329.27  |
| 162578  | 10/28      | ULINE                        | 110-05-55109-382-000<br>110-05-55109-382-000<br>110-05-55109-382-000<br>110-05-55109-382-000<br>110-05-55109-382-000   | TOILET TISSUE,<br>HANDSOAP<br>ROLL TOWEL<br>PARA BLOCK<br>EARPLUGS<br>..... CHECK TOTAL  | 394.00<br>300.00<br>150.00<br>100.80<br>72.00<br>1,016.80  |
| 162579  | 10/28      | MENARDS (KENOSHA)            | 110-02-52203-361-000<br>110-05-55109-357-000<br>501-09-50105-357-000<br>110-05-55109-361-000<br>110-05-55109-361-000<br>110-01-51801-389-000<br>110-03-53107-344-000<br>110-05-55109-344-000<br>110-05-55109-357-000<br>110-05-55109-344-000<br>520-09-50201-347-000<br>110-05-55109-361-000<br>110-03-53110-389-000<br>520-09-50201-347-000<br>110-02-52103-365-000<br>110-05-55109-361-000 | 09/16 FD MERCHANDISE<br>08/16 PA MERCHANDISE<br>09/16 SW MERCHANDISE<br>09/16 PA MERCHANDISE<br>09/16 PA MERCHANDISE<br>09/16 MB MERCHANDISE<br>09/16 ST MERCHANDISE<br>06/16 PA MERCHANDISE<br>09/16 PA MERCHANDISE<br>09/16 PA MERCHANDISE<br>09/16 TD MISC MERCHA<br>09/16 PA MERCHANDISE<br>07/16 ST MERCHANDISE<br>09/16 TD MISC MERCHA<br>09/16 PD MERCHANDISE<br>09/16 PA MERCHANDISE | 447.26<br>276.76<br>217.76<br>80.27<br>72.67<br>69.87<br>67.64<br>65.87<br>61.58<br>58.22<br>33.37<br>23.85<br>13.93<br>9.97<br>7.99<br>6.98 |

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|---------|------------|------------------------------|----------------------|----------------------|------------|
|         |            |                              | 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<br>630-09-50101-393-000   | 09/16-SE PARTS/LABOR<br>09/16-SE PARTS/LABOR<br>..... CHECK TOTAL  | 2,620.96<br>90.78<br>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<br>206-02-52205-344-000<br>110-03-53107-344-000<br>206-02-52205-389-000<br>206-02-52205-389-000<br>206-02-52205-389-000 | 09/16 FD #4 INDUSTRI<br>09/16 FD #7 INDUSTRI<br>10/16 ST INDUSTRIAL<br>09/16 FD #5 INDUSTRI<br>09/16 FD #3 INDUSTRI<br>09/16 FD #2 INDUSTRI<br>..... CHECK TOTAL | 201.46<br>88.59<br>57.78<br>52.16<br>52.16<br>30.28<br>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<br>110-09-56405-161-000   | 9/1/16 MIELOSZYK<br>9/6/16 MIELOSZYK<br>..... CHECK TOTAL  | 285.30<br>270.00<br>555.30                                    |
| 162602  | 10/28      | AURORA HEALTH CARE          | 110-09-56405-161-000<br>110-09-56405-161-000   | 9/29/16 KENNEDY<br>9/26/16 BARLETT<br>..... CHECK TOTAL  | 371.45<br>152.15<br>523.60                                    |
| 162603  | 10/28      | GENEX SERVICES INC          | 110-09-56405-161-000<br>110-09-56405-161-000   | 10/3-18/16 FITZGERAL<br>9/12-10/19/16 BARLET<br>..... CHECK TOTAL  | 2,431.80<br>736.64<br>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<br>461-11-51601-581-000   | ACQ 4921 37TH AVE<br>ACQ 3620 50TH ST<br>..... CHECK TOTAL   | 1,000.00<br>1,000.00<br>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  |

START DATE FOR SUMMARY: 10/16 END DATE FOR SUMMARY: 10/31

| 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<br>110-00-44507-000-000 | CLASS B BEER/LIQUOR<br>CABARET LICENSE<br>..... CHECK TOTAL | 425.00<br>125.00<br>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               |



JEFFREY B. LABAHN  
 Director of  
 Community Development & Inspections

**TO:** Alderperson Daniel Prozanski, Jr., Chairperson  
 Members of the City of Kenosha Finance Committee

**FROM:** Jeffrey B. Labahn, Community Development & Inspections *RS*

**RE:** Vacant Buildings-Monthly Report

**DATE:** November 15, 2016

The Department of Community Development and Inspections continues to identify, monitor and inspect properties which are determined to be vacant according to Chapter 28 of the Code of General Ordinances. Since its implementation in May, 2016, we are seeing positive results. Banks and management companies have become aware of the program and are sending the Vacant Building Permits without any notice from the City, giving us contact if there are problems with the property. Examples of success include two properties which had Orders on them since 2012. The management company of one property which has had an Order to Repair since 2012 obtained all required permits, did the repairs, and the property is now occupied. On the second property, the Inspector, Rich Kath, located the bank and they have taken ownership of the property and there is a pending sale to a new owner. Sixty properties which we were monitoring and which were previously vacant are now occupied. We continue to recognize more vacant structures and will continue to aggressively pursue the owners and banks of vacant properties.

|   | May | June | July | August | Sept. | Oct. | Nov. |
|---|-----|------|------|--------|-------|------|------|
| Number of Residential Buildings Being Monitored         | 123 | 166  | 177  | 193    | 206   | 239  | 278  |
| Number of Residential Buildings with Orders to Repair   | 122 | 149  | 162  | 180    | 183   | 185  | 208  |
| Number of Commercial Buildings Being Monitored          | 9   | 18   | 21   | 27     | 31    | 31   | 28   |
| Number of Commercial Buildings with Orders to Repair    | 8   | 15   | 16   | 20     | 21    | 21   | 19   |
| Number of Vacant Building Permit Applications Submitted | 26  | 32   | 37   | 45     | 53    | 60   | 66   |
| Number of Cases Closed                                  |     |      |      | 7      | 7     | 7    | 60   |

Recommendation: Receive and File