

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, December 7, 2015**  
**6:00 PM**

**Chairperson: Daniel Prozanski Jr.**  
**Aldersperson: Rocco J. LaMacchia**  
**Aldersperson: Bob Johnson**

**Vice-Chair: Curt Wilson**  
**Aldersperson: Anthony Kennedy**  
**Aldersperson: Dave Paff**

**Call to Order**  
**Roll Call**

1. Approval of the minutes of the regular meeting held November 16, 2015 and the special meeting held November 17, 2015. **Pgs. 1-4**
2. Proposed Resolution by the Finance Committee - To Amend the City of Kenosha Capital Improvement Program for 2015 By Increasing OT10-003 "Site Remediation" in the Amount of \$423,541 With Outside Funding from a DNR Ready for Reuse Program and Old Carco Liquidation Trust Funds for the Kenosha Engine Plant for a Net Change of \$0. (Also referred to PW) **Pg. 5**
3. Proposed Resolution by the Mayor - Authorizing the Borrowing of \$757,000.00; Providing for the Issuance and Sale of a Note Anticipation Note Therefor; and Execution of a Ready for Reuse Program Loan Agreement. **Pgs. 6-30**
4. Ready For Reuse Program Loan Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant. **Pgs. 31-48**
5. Ready For Reuse Program Grant Agreement Between the City of Kenosha and the State of Wisconsin Department of Natural Resources Regarding the Former Chrysler Kenosha Plant. **Pgs. 49-63**
6. Proposed Resolution By the Finance Committee - To Amend the City of Kenosha Capital Improvement Program for 2015 By Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0. (Also referred to Park Comm.) **Pg. 64**
7. Third Amendment To Lease Between The City of Kenosha, Wisconsin, A Municipal Corporation, Board of Park Commissioners of The City of Kenosha, Wisconsin, A Municipal Park Commission and Baseball Like It Oughta Be, LLC, A Wisconsin Limited Liability Company and Northwoods League, Inc., A Florida Corporation. (Also referred to Park Comm.) **Pgs. 65-70**
8. Proposed Resolution by Aldersperson Bob Johnson - Urging the Mayor to Evaluate the Feasibility of Creating a Temporary Exhibit Presented Every Five Years and Facilitated By and Between the Kenosha Public Museum and the Kenosha History Center for the Purpose of Paying Homage to Our City's Rich Automotive History. (Deferred 11/2/15) (Also referred to Park Comm) **Pgs. 71-72**
9. Proposed Resolution by the Finance Committee - Resolution to Approve the 2016 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. (CP - CDBG portion only - Ayes 9, Noes 0; HOME portion-Ayes 6, Noes 1) **Pgs. 73-88**
10. Proposed Resolution by the Mayor - To Approve a New Labor Agreement for 2015 - 2017 Between the City of Kenosha and ATU, Local #998. **Pgs. 89-91**
11. Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc., for Redemption Processing of Yardwaste Coupons. (Also referred to SWU) **Pgs. 92-93**
12. Request from Walkin in My Shoes, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Survival Backpack Street Outreach. **Pgs. 94-96**
13. Request from Wisconsin Women's Business Initiative Corporation, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Microenterprise Assistance. **Pgs. 97-99**

14. Request from Women and Children's Horizons, Inc. for an extension to the 2015 CDBG Subgrantee Agreement- Legal Advocacy Program. **Pgs. 100-102**
15. Contract to Raze Commercial Building(s) and Restore Lot(s) at 6415 28th Avenue, Tax Key No. 01-122-01-161-019 Commonly Referred to as the Bastrup Property, by and between The City of Kenosha, Wisconsin, a Wisconsin Municipal Corporation, and Macemon & Sons, Inc., a Wisconsin Corporation. (District 8) **Pgs. 103-118**
16. Request from Bukacek Construction to Rescind a 2X Penalty Fee in the Total Amount of \$22,825.50 for Work Performed Prior to Obtaining an Institutional New Building Permit for 4222 91st Avenue (Steins Aircraft Hangar) (Parcel #08-222-32-101-004). (District 16) **Pgs. 119-123**
17. Request from Ronald Truax to Rescind a 2X Penalty Fee in the Amount of \$60.00 for Work Performed Prior to Obtaining a Fence Permit for 4603 28th Avenue (Parcel #09-222-36-135-002). (District 7) **Pgs. 124-126**
18. Disbursement Record # 21 - \$4,213,124.94. **Pgs. 127-157**
19. Claim of Comsys Inc. **CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g), Wisconsin Statutes to confer with legal counsel regarding this matter. The Finance Committee may or may not reconvene into open session. Pgs. 158-169**

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

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

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

**FINANCE COMMITTEE**  
**Minutes of Meeting Held November 16, 2015**

A meeting of the Finance Committee held on Monday, November 16, 2015 in Room 204 at the Kenosha Municipal Building was called to order at 6:00 pm by Chairperson Prozanski.

At roll call, the following members were present: Alderpersons LaMacchia, Wilson, Kennedy, Johnson and Paff.

1. Approval of the minutes of the meeting held November 2, 2015. **It was moved by Alderperson Wilson, seconded by Alderperson LaMacchia, to approve. Motion carried unanimously.**
2. Proposed Ordinance by Alderperson David F. Bogdala; Co-Sponsor: Alderperson Daniel L. Prozanski Jr. - To Amend Subsections 1.05 A and B (of the Code of General Ordinances for the City of Kenosha) to Require the Chief of Police and Fire Chief to Submit a Strategic Plan to the Common Council. PUBLIC HEARING: No one spoke. STAFF: Sponsor Alderperson David F. Bogdala handed out a new version of the ordinance, spoke and answered questions. Frank Pacetti, City Administrator; Fire Chief John Thomsen; and Police Chief John Morrissey spoke and answered questions. **It was moved by Alderperson Kennedy, seconded by Alderperson Johnson, to amend to strike B.9. and C. Motion carried unanimously. It was moved by Alderperson Kennedy, seconded by Alderperson Johnson to amend to require the plan to include details regarding individuals who were consulted and participated in the preparation of the plan. Alderperson Kennedy withdrew the motion. It was moved by Alderperson Wilson, seconded by Alderperson Paff, to approve as amended. Motion carried (Ayes 5, Noes 1) with Alderperson Johnson voting nay.**
3. Proposed Ordinance by the Mayor - To Repeal and Recreate Section 1.27 (of The Code General Ordinances for The City of Kenosha) Regarding Appointment of Election Officials. PUBLIC HEARING: No one spoke. STAFF: Debra Salas, City Clerk-Treasurer, spoke and answered questions. **It was moved by Alderperson LaMacchia, seconded by Alderperson Kennedy, to approve. Motion carried unanimously.**
4. Proposed Ordinance by The Mayor - To Repeal and Recreate Subparagraph 1.01 D. 1. P. (of The Code of General Ordinances) Regarding the Fifth Aldermanic District for the Purpose of Adding Ward 92. PUBLIC HEARING: No one spoke. STAFF: Debra Salas, City Clerk-Treasurer and Frank Pacetti, City Administrator spoke and answered questions. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
5. Proposed Resolution by Alderperson Curt Wilson; Co-Sponsor: Alderperson Dave Paff - To Amend the Schedule of Fees for the Department of Community Development and Inspections Adopted by Resolution No. 171-10 to Revise the Permit Fee for Vacant Commercial, Institutional, Manufacturing and Multi-Family Buildings. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
6. Proposed Resolution by the Mayor - To Authorize the Nonrenewal of the Local Government Property Insurance Policy #140300 Effective January 1, 2016, and to Send Notice Thereof. PUBLIC HEARING: No one spoke. STAFF: Frank Pacetti, City Administrator, spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
7. Fourth Amendment To Contingent Purchase Agreement by and between Gorman & Company, Inc. and the City of Kenosha, Wisconsin Regarding 5706 8th Avenue. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**
8. Disbursement Record #20 - \$5,675,981.23. PUBLIC HEARING: No one spoke. **It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson, to approve. Motion carried unanimously.**

There being no further business to come before the Finance Committee, it was moved, seconded, and unanimously carried to adjourn at 7:07 pm.

**FINANCE COMMITTEE**  
**Minutes of Special Meeting Held November 17, 2015**

A special meeting of the Finance Committee held on Tuesday, November 17, 2015 in room 202 of the Kenosha Municipal Building was called to order at 5:01 pm by Chairman Prozanski.

At roll call, the following members were present: Alderpersons LaMacchia, Wilson, Kennedy, Johnson, and Paff. Staff members present: Mayor Bosman, City Administrator Pacetti, Finance Director Stancato, Human Resources Director Stanczak, Acting Public Works Director Billingsley, Fire Chief Thomsen, Police Chief Morrissey, Municipal Judge Easton, City Attorney Antaramian, City Assessor Higgins, City Clerk-Treasurer Salas, Community Development Director LaBahn, Acting Airport Director Reed, Transit Director Iwen, Library Director Brattin, Museum Director Joyce, and Joint Services Director Genthner.

1. Review of the 2016 Operating Plan and Budget of the Kenosha Lakeshore Business Improvement District and Review of the 2016 Executive Operating Budgets and 2016-2020 Capital Improvement Plan.

Mayor Bosman and City Administrator Pacetti gave an overview of the City budgets. Paul McDonough spoke on the Lakeshore BID budget. Acting Public Works Director Billingsley gave an overview of the Public Works CIP and operating budget.

**It was moved by Chairman Prozanski, seconded by Alderperson Wilson to add line item IN-16-005, Kennedy Drive Resurfacing for \$365,000 to the 2016 CIP. Motion carried 5-1, with Alderperson Kennedy voting nay.**

**It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to amend CIP item IN-93-002 to increase funding by \$101,117 to Concrete and Asphalt Repairs and CDBG funding in 2016. Motion carried unanimously.**

**It was moved by Alderperson Wilson, seconded by Alderperson Paff to add line item OT-16-007, Uptown Light Pole Painting for \$55,000 in the 2016 CIP. Motion carried unanimously.**

**It was moved by Chairman Prozanski, seconded by Alderperson Wilson to add line item PK-16-001, Westside Dog Park for \$25,000 to the 2017 CIP. Motion carried 5-1, with Alderperson Kennedy voting nay.**

**It was moved by Chairman Prozanski, seconded by Alderperson Wilson to amend the 2016 Recycling budget by adding \$5,000 for City-wide shredding events. Motion failed 2-4 with Alderpersons Kennedy, Johnson, Paff and LaMacchia voting nay.**

**It was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to recess at 6:45 pm. Motion carried unanimously.**

**The meeting was reconvened by Chairman Prozanski at 7:10 pm.**

**It was moved by Alderperson Wilson, seconded by Chairman Prozanski to amend the**

**2016 Recycling budget by adding \$4,000 to 219-Other Professional Services and 41101-Tax Levy for City-wide shredding events. Motion passed 4-2, with Alderpersons Johnson and Kennedy voting nay.**

Chief Thomsen gave an overview of the Fire/EMS CIP and operating budgets.

**It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to add three Firefighter positions with a September 1 start date for \$113,649 to the 2016 EMS budget and \$3,600 to the 2016 Human Resources budget for a total of \$117,249. Motion carried unanimously.**

Chief Morrissey gave an overview of the Police CIP and operating budgets.

**It was moved by Chairman Prozanski, seconded by Alderperson LaMacchia to amend CIP line item PD-09-008, Police Squad Cars, by increasing funding by \$20,000 with \$16,000 for Police Vehicles and \$4,000 for Equipment for each year 2016-2020 for the purchase of SUV's along with sedans. Motion passed 4-2, with Alderpersons Johnson and Kennedy voting nay.**

**It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to add one additional Sergeant position to the 2016 Police Budget for \$109,825 and to also add the credit for receipt of a 2016 Beat Patrol grant in the amount of \$121,000. Motion carried unanimously.**

Judge Easton gave an overview of the Municipal Court budget.

Chairman Prozanski asked the other members of the Finance Committee if there were any questions on the remaining budgets. If there were none, those department heads were excused.

**It was moved by Alderperson Kennedy, seconded by Alderperson Wilson to recess at 8:49 pm. Motion carried unanimously.**

**The meeting was reconvened by Chairman Prozanski at 8:57 pm.**

**It was moved by Chairman Prozanski, seconded by Alderperson LaMacchia to reduce the 2016 Council budget in the amount of \$31,904 to remove the proposed paperless voting system and to purchase a new high speed copier to continue the paper packet system and to add \$11,776 back to the Alderman computer stipend and fringe accounts, for a net reduction of \$20,128. Motion carried unanimously.**

City Clerk-Treasurer Salas gave an overview of the Clerk, Board of Review, Mail, Elections, and Council budgets.

Director LaBahn gave an overview of the Community Development and Inspections CIP and operating budgets.

**It was moved by Chairman Prozanski, seconded by Alderperson Wilson to reduce CIP CD-00-001 Housing and Neighborhood Reinvestment Fund line item CDBG funding by**

**\$10,000 and line item Demolition by \$10,000. Motion carried unanimously.**

**It was moved by Alderperson LaMacchia, seconded by Alderperson Paff to add one Housing Inspector position to the 2016 Community Development and Inspections budget for \$68,550. Motion carried unanimously.**

Library Director Brattin gave an overview of the Library CIP and operating budgets.

**It was then moved by Alderperson Kennedy, seconded by Alderperson LaMacchia to recommend the 2016 Executive Operating Budgets and 2016-2020 Capital Improvement Plan to the Committee of the Whole as amended by the Finance Committee and to recommend the 2016 Operating Plan and Budget for the Kenosha Lakeshore Business Improvement District to the Committee of the Whole as presented. Motion carried unanimously.**

Citizen Comments: None

Alderperson Comments: None

**There being no further business to come before the Finance Committee, it was moved by Alderperson LaMacchia, seconded by Alderperson Wilson to adjourn at 10:23 pm. Motion passed unanimously.**

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

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2015  
By Increasing OT10-003 "Site Remediation" in the Amount of \$423,541 With Outside Funding  
from a DNR Ready for Reuse Program and Old Carco Liquidation Trust Funds for the Kenosha  
Engine Plant for a Net Change of \$0

WHEREAS, the Common Council has approved both a Ready for Reuse Program Loan Agreement and Grant Agreement between the City of Kenosha and the Department of Natural Resources on December 7, 2015 for the purpose of environmental cleanup on the former Chrysler Kenosha Engine Plant site; and

WHEREAS, the above amendment to the Capital Improvement Program has been approved by the Public Works Committee on December 7, 2015 and the Finance Committee on December 7, 2015;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
OT10-003	Site Remediation (2015)	511,000	423,541	934,541
OT10-003	Outside Funding (2015)	(500,000)	(423,541)	(923,541)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
DEBRA SALAS, CITY CLERK/TREASURER

(RES15/cipOT10-003.12.1.15)

RESOLUTION NO.

SPONSOR: MAYOR KEITH G. BOSMAN

RESOLUTION AUTHORIZING THE BORROWING OF  
\$757,000.00; PROVIDING FOR THE ISSUANCE AND SALE OF A  
NOTE ANTICIPATION NOTE THEREFOR; AND EXECUTION OF A  
READY FOR REUSE PROGRAM LOAN AGREEMENT

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

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

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

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

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

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

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

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

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

Section 2. Authorization of the Note and the Loan Agreement. For the purpose of providing interim financing for the Project, there shall be borrowed pursuant to Section 67.12(1)(b) of the Wisconsin Statutes, the principal sum of up to SEVEN HUNDRED FIFTY SEVEN THOUSAND DOLLARS (\$757,000.00) from the DNR in accordance with the terms of the Loan Agreement attached hereto as Exhibit A and incorporated herein by this reference. To evidence such indebtedness, the Mayor and the City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the DNR for on behalf of and in the name of the City, a note anticipation note in the principal amount of up to SEVEN HUNDRED FIFTY SEVEN THOUSAND DOLLARS (\$757,000.00) (the "Note"). The purchase price for the Note shall be paid upon requisition therefore as provided in the Loan Agreement. The Loan Agreement, substantially in the form attached hereto as Exhibit A, is hereby approved. The Mayor is hereby authorized, by and on behalf of the City, to execute and deliver the Loan Agreement with such revisions, changes or deletions as may be approved by the Mayor, which approval shall be conclusively proved by his execution of said document. The Mayor and all other officers of the City are hereby authorized to do all acts and execute and deliver all documents as may be necessary and convenient to effectuate the transactions contemplated in the Loan Agreement.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note"; shall be dated the date of its issuance; shall be in the denomination of \$0.01 or any integral multiple thereof; shall bear interest at the rate of 0.00% per annum; and shall mature on [December 6, 2020].

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

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

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

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

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

- (b) The City covenants that it will maintain a debt limit capacity such that the combined outstanding principal amount of general obligation bonds and notes of the City and the \$757,000.00 authorized for the issuance of the Securities shall at no time exceed the constitutional debt limit of the City.

Section 8. Segregated Debt Service Fund Account. There is hereby established in the City treasury a fund account separate and distinct from every other City fund or account to be designated "Debt Service Fund Account for \$757,000.00 Note Anticipation Note" which fund account shall be used solely for the purpose of paying the principal of the Note. There shall be deposited in said fund (i) proceeds of the Securities to the extent necessary to pay principal of the Note; (ii) such other sums, including tax monies, as may be necessary at any time to pay principal of the Note when due and which are appropriated by the Common Council for that purpose; and

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

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

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

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

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

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

Adopted and recorded this 7th day of December, 2015.

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Keith G. Bosman, Mayor

ATTEST:

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Debra Salas, City Clerk

**EXHIBIT A**

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

<b>Borrower</b>		<b>Loan Number</b>	
City of Kenosha, Wisconsin		RRL – 015	
<b>Site Name or Title and Address</b>			
Former Chrysler Kenosha Engine Plant 5555 30 <sup>th</sup> Avenue Kenosha, WI 53140			
<b>Period Covered by This Agreement</b>		<b>Borrower's Authorized Representative</b>	
Sixty months (five years) starting on December 7, 2015 and ending on or before December 6, 2020.		Keith Bosman, Mayor 625 52 <sup>nd</sup> Street Kenosha, WI 5314	
<b>Scope and Description of cleanup activities funded by this loan</b>			
<b>Hazardous Substance-Related Activities</b> 1. Environmental Cleanup Including Interim Action		<b>Petroleum-Related Activities</b> 1. Environmental Cleanup Including Interim Action	
<b>LOAN COSTS: Total \$757,000</b>		<i>The following documents are hereby incorporated into and made part of this Agreement:</i>	
<b>Hazardous Substance Costs</b>		<b>Petroleum Costs</b>	
Loan Amount:	\$336,730	Loan Amount:	\$420,270
Borrower Match Amount:	\$74,081	Borrower Match Amount:	\$92,460
Borrower Match %:	22%	Borrower Match %:	22%
Total Project Cost:	\$410,811	Total Project Cost:	\$512,730
<ol style="list-style-type: none"> <li>1. 2012 and 2014 US EPA Revolving Loan Fund Terms and Conditions</li> <li>2. Section 292.72, Wisconsin Statutes</li> <li>3. DNR-approved Remedial Action Plan (RAP)</li> <li>4. Signed application and all attachments and exhibits</li> </ol>			

## I. Definitions

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

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

## II. General Provisions

- A. The DEPARTMENT is a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement and is authorized to make certain loans from these funds.
- B. The term of this loan shall be a period of no more than sixty months (five years) starting on December 7, 2015 and ending on or before December 6, 2020, with interest to be charged on the loan at a rate of zero (0) percent per annum.
- C. These funds are to be used to undertake the PROJECT, a brownfields site with (1) releases of a hazardous substances defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and (2) petroleum or petroleum products at the PROPERTY. In general, the hazardous substances at the site include chlorinated volatile organic compounds, some comingled with petroleum oils. Other areas of the Project include petroleum contamination as the major contaminant.
- D. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- E. The brownfields site is owned by the BORROWER, and BORROWER has access to the site.
- F. The BORROWER is not a generator or transporter of the contamination to the site.
- G. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- H. The BORROWER is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the BORROWER, or its PROJECT contractors or subcontractors currently or proposed for suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds. Furthermore, the BORROWER and its PROJECT contractors or subcontractors have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 4.11(b) hereof; and have not within the preceding three years had a public transaction terminated for cause or default.
- I. The making and performance by BORROWER of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which BORROWER is a party or by which BORROWER may be bound.
- J. This Agreement has been duly authorized, executed and delivered, and is a valid and binding agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the

unpaid.

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

### III. The BORROWER agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT's Ready for Reuse program manager both original loan Agreements duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement. Once signed by all parties, the Agreement is binding.
2. And understands that all loan funds provided by LENDER shall be used solely for the PROJECT.
3. That any and all work performed on the PROPERTY for which loan funds are used and the receipt of any loan funds under this Agreement is conditioned upon the BORROWER'S full compliance with this Agreement, all project documents and attachments, and the attached 2012 and 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E).
4. To provide a match funds, in cash or in-kind services, of at least 22% of the loan amount.
5. To make substantial progress on loan and match activities within six (6) months of the date of the DNR's signature on page 11 of this Agreement. If the DEPARTMENT determines that the BORROWER has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 14(a-d).
6. To ensure interim and remedial actions are protective of public safety, welfare and human health and the environment.
7. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the BORROWER agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
8. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
9. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with project funds. The BORROWER must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
10. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
11. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the BORROWER will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The BORROWER shall submit a report of such efforts.
12. The BORROWER shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.
13. To comply with all applicable local, state and federal contract and bidding requirements.

14. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2012 and 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E), including, but not limited to:
  - (a) To prepare a community relations plan for DEPARTMENT review and approval, and implement the approved community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT, prior to commencing any remedial/interim actions.
  - (b)
    - i. To prepare an analysis of Brownfields cleanup/interim actions alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remedial/interim actions. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remedial/interim actions proposed; ii. BORROWER shall submit copies of the draft analysis of brownfields cleanup/interim actions alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the BORROWER and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The BORROWER shall make the analysis of brownfields cleanup/interim actions alternatives document available for review and public comment in the administrative record for a period of not less than fifteen (15) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the BORROWER shall respond to public comments, and provide the DEPARTMENT with a copy of all comments received and the BORROWER'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the BORROWER to the remedial/interim actions; vi. The DEPARTMENT shall incorporate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the BORROWER'S authorization to undertake the site-specific remedial/interim actions. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
  - (c) To prepare remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
  - (d) If confirmatory samples will be collected during Brownfield cleanup/interim actions activities to document the completeness of the work, the BORROWER, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
  - (e) The BORROWER is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup actions alternatives referenced in (a) and (b) above.
15. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the BORROWER fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the BORROWER fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.
16. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the BORROWER further agrees to take affirmative action to ensure equal employment opportunities. The BORROWER agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
17. To cooperate fully with an audit of the loan and the work, if so requested.
18. To document all the uses of the loan proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. BORROWER shall permit any representative of LENDER, at any reasonable time, to inspect, audit and examine such books and inspect the properties of BORROWER. BORROWER shall maintain documentation on the use of the loan proceeds for a minimum of

three (3) years after the completion of remediation activities supported by the loan, or for the length of the loan, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved and all such records and supporting documents shall be made available, upon request, for inspection or audit by the LENDER or its representatives.

19. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. BORROWER shall seek the written approval of the LENDER prior to disposing of records.
20. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This loan closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the project, if any, identify any institutional controls required, and document that the Brownfield cleanup/interim action was accomplished to the satisfaction of this agreement. This documentation shall be submitted to the DEPARTMENT designated environmental project manager for review and comment. The remedial/interim action report required by section 14 (f) of this agreement may be combined with this loan closeout document if that report includes the information required in this section. This documentation is due no later than the final loan disbursement (i.e. reimbursement) request.
21. To erect a sign on the Project site stating that the PROJECT is being financed in part by the DEPARTMENT and the Ready for Reuse Program, and a statement that this project has been funded in part by EPA and/or EPA's logo acknowledging that EPA is a source of funding for the PROJECT. The sign must also provide the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROJECT site shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
22. That it is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the BORROWER shall use its best effort to insure that the PROJECT is completed in a reasonable time without unnecessary delay.
23. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.
24. To repay the LENDER the sum of \$757,000 in accordance with the Loan Repayment Schedule (Exhibit C).

#### **IV. The LENDER agrees:**

1. To loan to BORROWER the sum of \$757,000 to be used for interim and remedial actions at the PROPERTY, and to tender to the BORROWER that amount as long as the BORROWER provides matching funds of at least 22% of the loan amount. The BORROWER shall evidence its obligation to repay the loan funds by execution of a NOTE ANTICIPATION NOTE (Exhibit F), attached hereto and made a part hereof.
2. To supply the BORROWER with all necessary state and federal reporting forms.
3. That the BORROWER shall have sole control of the method, hours worked and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the BORROWER or the BORROWER'S employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the BORROWER'S employees or agents.
4. That Dave Volkert – Southeast Region has been designated by DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed interim and remedial actions and be fully informed of the work to be performed using Ready for Reuse funds. The DEPARTMENT'S Environmental Project Manager will review the BORROWER'S remedial planning, design, and engineering documents and review the remedial/interim actions activities as they are on-going to ensure that the remedial/interim actions are being completed in

accordance with all local, state, and federal requirements and are protective of human health and the environment.

## **V. Loan and General Obligation Pledge Conditions**

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

## **VI. Special Conditions**

### **1. Loan Reimbursement**

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

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

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

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

### **Final Report**

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

## **2. Quarterly Progress Reports**

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

## **3. Changes to Project Scope or Budget**

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

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

## **4. BORROWER In-Kind Cost Documentation**

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

## **5. Site Access**

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

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

## **6. Site Investigation and Remedial Action Plan**

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

## **7. Assessment and Investigation Activities**

Lead surveys are not reimbursable under this loan.

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

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

## **8. Response Actions**

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

## **9. Waste Disposal**

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

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

## **10. Backfill, Capping and Cover Material**

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

accordance with ch. NR 718, Wis. Adm. Code.

**11. Fees**

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

**12. Hazardous Substances**

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

**13. Petroleum or Hazardous Substance Storage Tank Removal**

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

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

**VII. Signatures**

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

**CITY OF KENOSHA  
AUTHORIZED REPRESENTATIVE**

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

By

By

\_\_\_\_\_  
**Keith Bosman, Mayor  
City of Kenosha, Wisconsin**

\_\_\_\_\_  
**Darsi Foss, Director  
Bureau for Remediation and Redevelopment**

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

**LIST OF EXHIBITS**

- A. BRRTS Printout for the Property**
- B. Project Budget Sheet Summary**
- C. Loan Repayment Schedule**
- D. Project Manager Summary Page**
- E. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2012 and 2014**
- F. General Obligation Pledge Documentation**

**EXHIBIT A**  
**BRRTS PRINTOUT FOR THE PROPERTY**

**EXHIBIT B**

**PROJECT BUDGET SHEET SUMMARY**

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

Approved Activity Name	Ready for Reuse Budget			Total Cost All Categories
	Eligible Costs Hazardous	Eligible Costs Petroleum	Match Cost 22%	
Remedial Action Planning				
Public Participation Req.				
Oversight				
RA Monitoring				
Environmental O&M				
Environmental Cleanup Including Interim Action	\$336,730	\$420,270	\$166,540	\$923,540
Site Security				
DNR Fees				
Other Eligible Costs if Approved				
Total	\$336,730	\$420,270	\$166,540	\$923,540

**EXHIBIT C**

**LOAN REPAYMENT SCHEDULE**

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

**INTEREST RATE: 0%**

<b>PAYMENT DATE</b>	<b>PRINCIPAL PAYMENT</b>
December 6, 2020	\$ 757,000
<b>TOTAL</b>	<b>\$ 757,000</b>

## EXHIBIT D

### PROJECT MANAGER SUMMARY PAGE

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

#### 1. PROJECT DESCRIPTION

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

#### 2. ELIGIBLE ACTIVITIES

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

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

#### 3. INELIGIBLE ACTIVITIES

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

#### 4. ADDITIONAL NOTES

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

**EXHIBIT E**

**US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2012 and 2014**

**Exhibit F**  
**General Obligation Pledge Documentation**

EXHIBIT B  
UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
KENOSHACOUNTY  
CITY OF KENOSHA

NOTE ANTICIPATION NOTE

<u>Maturity Date</u>	<u>Date of Original Issue</u>
12/06/20	12/07/15

REGISTERED OWNER: STATE OF WISCONSIN DEPARTMENT OF NATURAL  
RESOURCES

KNOW ALL MEN BY THESE PRESENTS that the City of Kenosha, Kenosha County, Wisconsin (the "City") hereby acknowledges itself to owe and for value received promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed SEVEN HUNDRED FIFTY SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$757,000.00) (but only so much as shall have been drawn hereunder, as provided below) on the maturity date written above. The principal amount of this Note shall bear interest at a rate of 0.00% per annum.

The principal amount evidenced by this Note may be drawn upon by the City in accordance with the Ready for Reuse Program Loan Agreement entered into by and between the City and the State of Wisconsin Department of Natural Resources dated November 16, 2015, (the "Loan Agreement"). The principal amounts so drawn shall be repaid on the maturity date written above. The State of Wisconsin Department of Natural Resources shall record such draws in the format shown on the attached Exhibit A.

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

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

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

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

This Note is issued for the purpose of providing for the payment of the costs of a Project, as such term is defined in the Loan Agreement, pursuant to Section 67.12(1)(b), Wisconsin Statutes, and a resolution adopted on December 7, 2015, by the City's governing body, and entitled: "Resolution Authorizing the Borrowing of \$757,000.00; Providing for the Issuance and Sale of a Note Anticipation Note Therefor; and Execution of a Ready for Reuse Program Loan Agreement" (the "Note Resolution"). The principal of this Note is payable only from the proceeds to be received from the issuance and sale of general obligation promissory notes (the "Notes"). The City has covenanted to issue the Notes in the Note Resolution. Proceeds of the Notes shall be set aside as a special trust fund and expended solely for the purpose of paying the principal of this Note. This Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

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

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

CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Keith G. Bosman, Mayor

By: \_\_\_\_\_  
Debra Salas, Clerk

(Form of Assignment)

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

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

Please insert Social Security or other identifying  
number of Assignee

---

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

---

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

Dated: \_\_\_\_\_

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

Signature(s) guaranteed by:

---

EXHIBIT A TO NOTE

\$757,000.00  
CITY OF KENOSHA  
KENOSHA COUNTY, WISCONSIN  
NOTE ANTICIPATION NOTE

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

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

<b>Borrower</b>		<b>Loan Number</b>	
City of Kenosha, Wisconsin		RRL – 015	
<b>Site Name or Title and Address</b>			
Former Chrysler Kenosha Engine Plant 5555 30 <sup>th</sup> Avenue Kenosha, WI 53140			
<b>Period Covered by This Agreement</b>		<b>Borrower's Authorized Representative</b>	
Sixty months (five years) starting on December 7, 2015 and ending on or before December 6, 2020.		Keith Bosman, Mayor 625 52 <sup>nd</sup> Street Kenosha, WI 5314	
<b>Scope and Description of cleanup activities funded by this loan</b>			
<b>Hazardous Substance-Related Activities</b> 1. Environmental Cleanup Including Interim Action		<b>Petroleum-Related Activities</b> 1. Environmental Cleanup Including Interim Action	
<b>LOAN COSTS: Total \$757,000</b>		<i>The following documents are hereby incorporated into and made part of this Agreement:</i>	
<b>Hazardous Substance Costs</b>		<b>Petroleum Costs</b>	
Loan Amount:	\$336,730	Loan Amount:	\$420,270
Borrower Match Amount:	\$74,081	Borrower Match Amount:	\$92,460
Borrower Match %:	22%	Borrower Match %:	22%
Total Project Cost:	\$410,811	Total Project Cost:	\$512,730
		1. 2012 and 2014 US EPA Revolving Loan Fund Terms and Conditions 2. Section 292.72, Wisconsin Statutes 3. DNR-approved Remedial Action Plan (RAP) 4. Signed application and all attachments and exhibits	

## I. Definitions

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

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

## II. General Provisions

- A. The DEPARTMENT is a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement and is authorized to make certain loans from these funds.
- B. The term of this loan shall be a period of no more than sixty months (five years) starting on December 7, 2015 and ending on or before December 6, 2020, with interest to be charged on the loan at a rate of zero (0) percent per annum.
- C. These funds are to be used to undertake the PROJECT, a brownfields site with (1) releases of a hazardous substances defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and (2) petroleum or petroleum products at the PROPERTY. In general, the hazardous substances at the site include chlorinated volatile organic compounds, some comingled with petroleum oils. Other areas of the Project include petroleum contamination as the major contaminant.
- D. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- E. The brownfields site is owned by the BORROWER, and BORROWER has access to the site.
- F. The BORROWER is not a generator or transporter of the contamination to the site.
- G. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- H. The BORROWER is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the BORROWER, or its PROJECT contractors or subcontractors currently or proposed for suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds. Furthermore, the BORROWER and its PROJECT contractors or subcontractors have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 4.11(b) hereof; and have not within the preceding three years had a public transaction terminated for cause or default.
- I. The making and performance by BORROWER of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which BORROWER is a party or by which BORROWER may be bound.
- J. This Agreement has been duly authorized, executed and delivered, and is a valid and binding agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the

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

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

### III. The BORROWER agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT's Ready for Reuse program manager both original loan Agreements duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement. Once signed by all parties, the Agreement is binding.
2. And understands that all loan funds provided by LENDER shall be used solely for the PROJECT.
3. That any and all work performed on the PROPERTY for which loan funds are used and the receipt of any loan funds under this Agreement is conditioned upon the BORROWER'S full compliance with this Agreement, all project documents and attachments, and the attached 2012 and 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E).
4. To provide a match funds, in cash or in-kind services, of at least 22% of the loan amount.
5. To make substantial progress on loan and match activities within six (6) months of the date of the DNR's signature on page 11 of this Agreement. If the DEPARTMENT determines that the BORROWER has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 14(a-d).
6. To ensure interim and remedial actions are protective of public safety, welfare and human health and the environment.
7. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the BORROWER agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
8. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
9. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with project funds. The BORROWER must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
10. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
11. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the BORROWER will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The BORROWER shall submit a report of such efforts.
12. The BORROWER shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.

13. To comply with all applicable local, state and federal contract and bidding requirements.
14. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2012 and 2014 US EPA Revolving Loan Fund Terms and Conditions (Exhibit E), including, but not limited to:
  - (a) To prepare a community relations plan for DEPARTMENT review and approval, and implement the approved community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT, prior to commencing any remedial/interim actions.
  - (b) i. To prepare an analysis of Brownfields cleanup/interim actions alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remedial/interim actions. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remedial/interim actions proposed; ii. BORROWER shall submit copies of the draft analysis of brownfields cleanup/interim actions alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the BORROWER and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The BORROWER shall make the analysis of brownfields cleanup/interim actions alternatives document available for review and public comment in the administrative record for a period of not less than fifteen (15) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the BORROWER shall respond to public comments, and provide the DEPARTMENT with a copy of all comments received and the BORROWER'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the BORROWER to the remedial/interim actions; vi. The DEPARTMENT shall incorporate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the BORROWER'S authorization to undertake the site-specific remedial/interim actions. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
  - (c) To prepare remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
  - (d) If confirmatory samples will be collected during Brownfield cleanup/interim actions activities to document the completeness of the work, the BORROWER, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
  - (e) The BORROWER is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup actions alternatives referenced in (a) and (b) above.
15. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the BORROWER fails to comply with the conditions of this Agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this Agreement. In addition, should the BORROWER fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.
16. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the BORROWER further agrees to take affirmative action to ensure equal employment opportunities. The BORROWER agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

17. To cooperate fully with an audit of the loan and the work, if so requested.
18. To document all the uses of the loan proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. BORROWER shall permit any representative of LENDER, at any reasonable time, to inspect, audit and examine such books and inspect the properties of BORROWER. BORROWER shall maintain documentation on the use of the loan proceeds for a minimum of three (3) years after the completion of remediation activities supported by the loan, or for the length of the loan, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved and all such records and supporting documents shall be made available, upon request, for inspection or audit by the LENDER or its representatives.
19. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. BORROWER shall seek the written approval of the LENDER prior to disposing of records.
20. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This loan closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the project, if any, identify any institutional controls required, and document that the Brownfield cleanup/interim action was accomplished to the satisfaction of this agreement. This documentation shall be submitted to the DEPARTMENT designated environmental project manager for review and comment. The remedial/interim action report required by section 14 (f) of this agreement may be combined with this loan closeout document if that report includes the information required in this section. This documentation is due no later than the final loan disbursement (i.e. reimbursement) request.
21. To erect a sign on the Project site stating that the PROJECT is being financed in part by the DEPARTMENT and the Ready for Reuse Program, and a statement that this project has been funded in part by EPA and/or EPA's logo acknowledging that EPA is a source of funding for the PROJECT. The sign must also provide the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROJECT site shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
22. That it is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the BORROWER shall use its best effort to insure that the PROJECT is completed in a reasonable time without unnecessary delay.
23. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.
24. To repay the LENDER the sum of \$757,000 in accordance with the Loan Repayment Schedule (Exhibit C).

**IV. The LENDER agrees:**

1. To loan to BORROWER the sum of \$757,000 to be used for interim and remedial actions at the PROPERTY, and to tender to the BORROWER that amount as long as the BORROWER provides matching funds of at least 22% of the loan amount. The BORROWER shall evidence its obligation to repay the loan funds by execution of a NOTE ANTICIPATION NOTE (Exhibit F), attached hereto and made a part hereof.
2. To supply the BORROWER with all necessary state and federal reporting forms.
3. That the BORROWER shall have sole control of the method, hours worked and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the BORROWER or the BORROWER'S employees or agents.

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

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

#### V. Loan and General Obligation Pledge Conditions

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

## **VI. Special Conditions**

### **1. Loan Reimbursement**

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

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

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

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

#### **Final Report**

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

### **2. Quarterly Progress Reports**

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

### **3. Changes to Project Scope or Budget**

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

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

#### **4. BORROWER In-Kind Cost Documentation**

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

#### **5. Site Access**

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

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

#### **6. Site Investigation and Remedial Action Plan**

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

#### **7. Assessment and Investigation Activities**

Lead surveys are not reimbursable under this loan.

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

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

#### **8. Response Actions**

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

## **9. Waste Disposal**

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

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

## **10. Backfill, Capping and Cover Material**

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

## **11. Fees**

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

## **12. Hazardous Substances**

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

## **13. Petroleum or Hazardous Substance Storage Tank Removal**

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

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

**VII. Signatures**

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

**CITY OF KENOSHA  
AUTHORIZED REPRESENTATIVE**

By \_\_\_\_\_

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

\_\_\_\_\_  
(Date)

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

By \_\_\_\_\_

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

\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

- A. BRRTS Printout for the Property**
- B. Project Budget Sheet Summary**
- C. Loan Repayment Schedule**
- D. Project Manager Summary Page**
- E. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2012 and 2014**
- F. General Obligation Pledge Documentation**

**EXHIBIT A**  
**BRRTS PRINTOUT FOR THE PROPERTY**

**EXHIBIT B**

**PROJECT BUDGET SHEET SUMMARY**

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

Approved Activity Name	Ready for Reuse Budget			Total Cost All Categories
	Eligible Costs Hazardous	Eligible Costs Petroleum	Match Cost 22%	
Remedial Action Planning				
Public Participation Req.				
Oversight				
RA Monitoring				
Environmental O&M				
Environmental Cleanup Including Interim Action	\$336,730	\$420,270	\$166,540	\$923,540
Site Security				
DNR Fees				
Other Eligible Costs if Approved				
Total	\$336,730	\$420,270	\$166,540	\$923,540

**EXHIBIT C**

**LOAN REPAYMENT SCHEDULE**

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

**INTEREST RATE: 0%**

<b>PAYMENT DATE</b>	<b>PRINCIPAL PAYMENT</b>
December 6, 2020	\$ 757,000
<b>TOTAL</b>	<b>\$ 757,000</b>

## EXHIBIT D

### PROJECT MANAGER SUMMARY PAGE

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

#### 1. PROJECT DESCRIPTION

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

#### 2. ELIGIBLE ACTIVITIES

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

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

#### 3. INELIGIBLE ACTIVITIES

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

#### 4. ADDITIONAL NOTES

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

**EXHIBIT E**

**US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2012 and 2014**

**Exhibit F**  
**General Obligation Pledge Documentation**

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

<b>Grantee</b>  <b>City of Kenosha, Wisconsin</b>	<b>Grant Number</b>  <b>RRG – 047</b>
<b>Site Name or Title and Address</b>  <b>Former Chrysler Kenosha Engine Plant</b> <b>5555 30<sup>th</sup> Avenue</b> <b>Kenosha, WI 53140</b>	
<b>Period Covered by This Agreement</b>  Twenty-four months (two years) starting from the date the City satisfies the contingent requirements of this agreement.	<b>Grantee's Authorized Representative</b>  <b>Keith Bosman, Mayor</b> <b>625 52<sup>nd</sup> Street</b> <b>Kenosha, WI 53140</b>
<b>Scope and Description of cleanup activities funded by this grant</b>  <ol style="list-style-type: none"> <li>1. Remedial Action Planning</li> <li>2. Public Participation Requirements</li> <li>3. Oversight</li> <li>4. RA Monitoring</li> <li>5. Environmental O&amp;M</li> <li>6. Environmental Cleanup</li> <li>7. Site Security</li> <li>8. DNR Fees</li> <li>9. Other Eligible Costs if Approved</li> </ol>	
<b>Grant COSTS: Total \$923,540</b>	<b>The following documents are hereby incorporated into and made part of this Agreement:</b>
<b>Grant Amount: \$757,000</b>  <b>Grantee Match: \$166,540</b>  <b>Grantee Match%: 22%</b>  <b>Total Project Cost: \$923,540</b>	<ol style="list-style-type: none"> <li>1. 2015 US EPA Revolving Loan Fund Terms and Conditions</li> <li>2. Section 292.72, Wisconsin Statutes</li> <li>3. DNR-approved Remedial Action Plan (RAP)</li> <li>4. Signed application and all attachments and exhibits</li> </ol>

## I. Definitions

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

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

## II. General Provisions

- A. This grant is contingent upon the City of Kenosha maintaining title to the PROPERTY and repaying the Ready for Reuse Loan RRL-015 in its entirety.
- B. The DEPARTMENT is a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement and is authorized to make certain grants and loans from these funds.
- C. The period of the grant shall be from the Grant Approval Date which will be the date the GRANTEE repays the Ready for Reuse Loan RRL-015 until the Grant End Date of twenty four months later.
- D. These funds are to be used to undertake the PROJECT, a brownfields site with (1) releases of a hazardous substances defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and (2) petroleum or petroleum products at the PROPERTY. In general, the hazardous substances at the site include chlorinated volatile organic compounds, some comingled with petroleum oils. Other areas of the Project include petroleum contamination as the major contaminant.
- E. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- F. The brownfields site is owned by the GRANTEE, who will have full access to site.
- G. The GRANTEE is not a generator or transporter of the contamination at the site.
- H. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- I. The GRANTEE is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the GRANTEE, or its PROJECT contractors or subcontractors currently or proposed for suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds. Furthermore, the GRANTEE and its PROJECT contractors or subcontractors have not within a three year period preceding this agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under section 4.11(b) hereof; and have not within the preceding three years had a public transaction terminated for cause or default.

- J. The making and performance by GRANTEE of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which GRANTEE is a party or by which GRANTEE may be bound.
- K. This Agreement has been duly authorized, executed and delivered, and is a valid and binding Agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the grant is outstanding and unpaid.
- L. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
- M. Except for the United States Bankruptcy Court Stipulated Order, dated October 28, 2011 (the "Stipulated Order") and any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
- N. The GRANTEE did not own the property during the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that property. The GRANTEE does not have any direct or indirect relationship, whether familial, contractual, corporate, financial or otherwise, with the entity potentially liable for the contamination at the site.
- O. The GRANTEE acquired the property as specified in the Stipulated Order.
- P. The GRANTEE, through the Contractor, has performed or obtained copies of all Phase I and Phase II Environmental Assessments of the PROPERTY performed according to the American Society for Testing and Materials (ASTM) standards, or equivalent assessment procedures in conformance with the Wisconsin Department of Natural Resources which verifies hazardous substances present in the soil, and groundwater of the PROPERTY. The GRANTEE shall be responsible for conducting an Assessment that shall include, but is not limited to site background, the threat posed by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results. The GRANTEE shall be responsible for the payment of all costs and expenses related to the Assessment. The GRANTEE agrees that grant funds shall not be used for the payment of any cost or expense related to the Assessment.
- Q. The DEPARTMENT and the GRANTEE mutually agree to perform this Agreement in accordance with local, state and federal laws, the Wisconsin Ready for Reuse Loan & Grant Program and with the project description, application, terms, conditions, plans, specifications, estimates, procedures, maps and assurances attached hereto and made a part hereof. In general, the work to be done at the site includes necessary interim actions to treat/dispose of contamination associated with Kenosha Engine Plant buildings and other highly contaminated areas.
- R. The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- S. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this Agreement or other written documentation, prior to the end date of the Agreement.
- T. Any cost adjustments must be made by a written amendment to this Agreement, signed by both parties, prior to the expenditure of funds or the termination date of the Agreement. Adjustments for time of performance or scope of work may be granted to the GRANTEE by the DEPARTMENT in writing without the requirements of the GRANTEE'S signature.
- U. The GRANTEE may decline this offer of financial assistance in writing at any time prior to the start of the PROJECT and before expending any funds. After the PROJECT has been started or funds expended, this Agreement may be terminated, modified, or amended consistent with the provisions of this agreement.

- V. Failure by the GRANTEE to comply with the terms of this Agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the DEPARTMENT'S discretion.

**III. The GRANTEE agrees:**

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT'S Ready for Reuse program manager one original Agreement duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement.
2. That this is a contingent grant. It is contingent upon the GRANTEE maintaining title to the PROPERTY and repaying the Ready for Reuse Loan RRL-015. Although the Agreement is binding upon the signature of both the DEPARTMENT and the GRANTEE, all grant-eligible activity at the PROJECT will occur and be reimbursable only after the GRANTEE repays the Ready for Reuse Loan RRL-015.
3. To notify the DEPARTMENT in writing of completion of the contingent items authorizing this grant (i.e. repayment of loan RRL-015).
4. And understands that all grant funds provided to GRANTEE shall be used solely for the PROJECT.
5. That any and all work performed on the PROPERTY for which grant funds are used and the receipt of any grant funds under this Agreement is conditioned upon the GRANTEE'S full compliance with this Agreement, all PROJECT documents and attachments, and the attached 2015 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D).
6. To provide a match, in cash or in-kind services, funds of at least 22% of the grant amount.
7. Upon Grant Approval Date, to make substantial progress on grant and match activities within six (6) months of the date of the DNR's signature on page 9 of this Agreement. If the DEPARTMENT determines that the GRANTEE has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 16(a-d).
8. To ensure environmental cleanups are protective of public safety, welfare and human health and the environment.
9. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the GRANTEE agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
10. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
11. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with PROGRAM funds. The GRANTEE must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the

construction contract.

12. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
13. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the GRANTEE will undertake good faith efforts in compliance with 40 CFR §35.6580 to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The GRANTEE shall submit a report of such efforts.
14. The GRANTEE shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.
15. To comply with all applicable local, state and federal contract and bidding requirements.
16. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2015 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D), including, but not limited to:
  - (a) To expand upon as necessary, the previously prepared community relations plan which the DEPARTMENT reviewed and approved. The DEPARTMENT will review and approve any modifications to the community relations plan and the GRANTEE will implement the modified community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT.
  - (b) i. To expand upon as necessary, the previously prepared analysis of Brownfields cleanup alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remediation. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remediation proposed; ii. GRANTEE shall submit copies of the draft analysis of brownfields cleanup alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the GRANTEE and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The GRANTEE shall make the analysis of brownfields cleanup alternatives document available for review and public comment in the administrative record for a period of not less than thirty (30) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the GRANTEE shall respond to public comments, and provide the DEPARTMENT with a copy of all comments received and the GRANTEE'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the GRANTEE to the remediation; vi. The DEPARTMENT shall incorporate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the GRANTEE'S authorization to undertake the site-specific remediation. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
  - (c) To prepare or revise as necessary, remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
  - (d) If confirmatory samples will be collected during cleanup activities to document the completeness of the cleanup, the GRANTEE, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
  - (e) The GRANTEE is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup/interim actions alternatives referenced in (a) and (b) above.

17. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this Agreement as described, or fails to provide public benefits as indicated in the PROJECT application, proposal description, or this Agreement. In addition, should the GRANTEE fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the PROJECT to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.
18. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
19. To cooperate fully with an audit of the grant and the work, if so requested.
20. To document all the uses of the grant proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. GRANTEE shall permit any representative of DEPARTMENT, at any reasonable time, to inspect, audit and examine such books and inspect the properties of GRANTEE and shall maintain documentation on the use of the grant proceeds for a minimum of three (3) years after the completion of remediation activities supported by the grant, or for the length of the grant, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved, and all such records and supporting documents shall be made available, upon request, for inspection or audit by the DEPARTMENT or its representatives.
21. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. GRANTEE shall seek the written approval of the DEPARTMENT prior to disposing of records.
22. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This grant closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the PROJECT, if any, identify any institutional controls required, and document that the cleanup is complete and is protective of human health and the environment. This documentation shall be submitted to the DEPARTMENT'S designated Environmental Project Manager for review and comment.
23. To erect a sign on the PROJECT site stating that the PROJECT is being financed in part by the DEPARTMENT, U.S. Environmental Protection Agency and the PROGRAM, and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROPERTY shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
24. That it is expressly understood that a failure or delay on the part of the GRANTEE in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the GRANTEE shall use its best effort to ensure that the PROJECT is completed in a reasonable time without unnecessary delay.
25. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.

**IV. The DEPARTMENT agrees:**

1. To obligate to the GRANTEE the amount of \$757,000 and to tender to the GRANTEE that amount as long as the GRANTEE or another unit of government provides matching funds of at least 22% of the grant amount.
2. To supply the GRANTEE with all necessary state and federal reporting forms.
3. That the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE'S employees or agents.
4. That Dave Volkert – SER has been designated by DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed interim actions and be fully informed of the work to be performed using Ready for Reuse funds. The DEPARTMENT's Environmental Project Manager will review the GRANTEE'S remedial planning, design, and engineering documents and review the remedial action activities as they are on-going to ensure that the remedial actions are being completed in accordance with all local, state, and federal requirements and are protective of human health and the environment.

## **V. Special Conditions**

### **1. Grant Reimbursement**

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

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

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

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

#### ***Final Report***

The GRANTEE shall complete a Final Report on form #4400-253 available from the DEPARTMENT documenting the activities completed with the funds awarded under this Agreement. The GRANTEE shall submit a copy of any Remedial Action Plans (RAPs) funded by this grant as a component of the final report on grant activities required by the DEPARTMENT. The report shall be submitted to the DEPARTMENT along with the final request for reimbursement under this grant Agreement.

### **2. Quarterly Progress Reports**

The GRANTEE shall furnish brief written progress reports to the DEPARTMENT on a quarterly basis during the cleanup. The reports are due on April 15, July 15, October 15 and January 15 of each year.

### **3. Changes to PROJECT Scope or Budget**

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

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

#### **4. GRANTEE In-Kind Cost Documentation**

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

#### **5. Site Access**

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

#### **6. Site Investigation and Remedial Action Plan**

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

#### **7. Assessment and Investigation Activities**

Lead surveys are not reimbursable under this grant.

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

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

## **8. Remedial Actions**

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

## **9. Waste Disposal**

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

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

## **10. Fees**

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

## **11. Hazardous Substances**

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

## **12. Petroleum or Hazardous Substance Storage Tank Removal**

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. SPS 310, Wis. Adm. Code.

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

**VI. Signatures**

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

**CITY OF KENOSHA  
AUTHORIZED REPRESENTATIVE**

**By**

\_\_\_\_\_  
**Keith Bosman, Mayor  
City of Kenosha, Wisconsin**

\_\_\_\_\_  
**(Date)**

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

**By**

\_\_\_\_\_  
**Darsi Foss, Director  
Bureau for Remediation and Redevelopment**

\_\_\_\_\_  
**(Date)**

## **List of Exhibits**

- A. BRRTS Printout for the Property**
- B. Project Budget Sheet Summary**
- C. Project Manager Summary Page**
- D. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2015**

**EXHIBIT A**  
**BRRTS PRINTOUT FOR THE PROPERTY**

**EXHIBIT B**

**PROJECT BUDGET SHEET SUMMARY**

City of Kenosha  
Kenosha Engine Plant  
RRG-047

<b>Approved Activity Name</b>	<b>Eligible Costs Hazardous</b>	<b>Match Cost 22%</b>	<b>Total</b>
Remedial Action Planning			
Public Participation Req.			
Oversight			
RA Monitoring			
Environmental O&M			
Environmental Cleanup	\$757,000	\$166,540	\$923,540
Site Security			
DNR Fees			
Other Eligible Costs if Approved			
Total	\$757,000	\$166,540	\$923,540

## EXHIBIT C

### PROJECT MANAGER SUMMARY PAGE

**City of Kenosha, Wisconsin  
Former Kenosha Engine Plant  
Grant Number RRG-047**

#### **1. PROJECT DESCRIPTION**

The Former Kenosha Engine Plant has been used for manufacturing of automobiles since 1900. The site consists of 106 acres, 50 acres of which were developed with buildings and support facilities. Now the site is barren as all of the buildings were razed in late 2012 and early 2013 as part of the Stipulated Order filed with the bankruptcy court. Only the concrete slabs from the buildings remain.

The long history of manufacturing at this facility resulted in contamination of soil and groundwater by chlorinated solvents, petroleum fuels and petroleum-based oils. Known soil impacts include trichloroethene, chlorobenzene, 1,4 dichlorobenzene, and diesel range organics. Known groundwater impacts include benzene, trichloroethene, chlorobenzene and 1,4 dichlorobenzene. All of these compounds were present in materials used in various manufacturing processes at the facility. Also LNAPL plumes are known to exist under buildings in the central area of the site.

#### **2. ELIGIBLE ACTIVITIES**

Eligible activities to be performed under this grant include operation, maintenance and monitoring of the groundwater recovery systems, preparation and finalization of the remedial action plan for groundwater source control and plume control actions, interim action for source control of contaminated groundwater, concurrent groundwater monitoring, interim action for source control of contaminated soil (removal), removal documentation and post-removal sampling, groundwater plume control of contaminated groundwater in one area and quarterly groundwater monitoring (4 events) including labor, laboratory and reporting.

#### **3. INELIGIBLE ACTIVITIES**

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

#### **4. ADDITIONAL NOTES**

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

**EXHIBIT D**

**US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2015**

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

BY: Finance Committee

To Amend the City of Kenosha Capital Improvement Program for 2015  
By Creating Line PK15-003 "Simmons Stadium" in the Amount of \$65,000 With Outside  
Funding from the Simmons Stadium Cell Tower Revenue of \$65,000 for a Net Change of \$0

WHEREAS, it has been determined that the Simmons Stadium infield needs to be  
rebuilt at a cost of \$65,000 per a proposal received; and,

WHEREAS, Baseball As It Oughta Be, LLC, has made project improvements ahead  
of the timetable in the current contract with the City of Kenosha; and,

WHEREAS, there are sufficient Simmons Stadium cell tower revenues to complete  
the infield rebuild during 2015-2016; and,

WHEREAS, the above amendment to the Capital Improvement Program has been  
approved by the Park Commission on December 7, 2015 and the Finance Committee on  
December 7, 2015;

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

<i>Line Item</i>	<i>Description</i>	<i>Available Authorization</i>	<i>Authorization Adjustment</i>	<i>Amended Authorization</i>
PK15-003	Simmons Stadium (2015)	-0-	65,000	65,000
PK15-003	Outside Funding (2015)	-0-	(65,000)	(65,000)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2015

Approved:

\_\_\_\_\_  
KEITH G. BOSMAN, MAYOR

Attest:

\_\_\_\_\_  
DEBRA SALAS, CITY CLERK/TREASURER

RES15/cipPK15.003.12.1.15)

**THIRD AMENDMENT TO**

**LEASE**

**Between**

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

**BOARD OF PARK COMMISSIONERS  
OF THE CITY OF KENOSHA, WISCONSIN,  
A Municipal Park Commission**

**And**

**BASEBALL LIKE IT OUGHTA BE, LLC,  
A Wisconsin Limited Liability Company**

**NORTHWOODS LEAGUE, INC.  
A Florida Corporation**

This Third Amendment to Lease (“THIRD AMENDMENT”) is made and entered into between the CITY OF KENOSHA, WISCONSIN, the BOARD OF PARK COMMISSIONERS OF THE CITY OF KENOSHA, WISCONSIN hereafter referred to collectively as “CITY” and BASEBALL LIKE IT OUGHTA BE, LLC and NORTHWOODS LEAGUE, INC., hereinafter referred to collectively as “LESSEE”. This THIRD AMENDMENT shall be effective upon approval and execution by the parties. The effective date shall be the date of last execution.

**W I T N E S S E T H:**

WHEREAS, the CITY and LESSEE entered into a Lease for the use of Simmons Athletic Field, hereafter referred to as the “PREMISES”, with the date of last execution of the Lease being January 25, 2013; and

WHEREAS, the CITY and LESSEE entered into a FIRST AMENDMENT to the Lease for the use of Simmons Athletic Field with the date of last execution of the FIRST AMENDMENT being June 25, 2013; and

WHEREAS, the CITY and LESSEE entered into a SECOND AMENDMENT to the Lease for the use of Simmons Athletic Field with the date of last execution of the SECOND AMENDMENT being June 13, 2014; and

WHEREAS, pursuant to Article 4.5 of the Lease, the CITY, at the CITY’S expense, was to complete a maximum of \$750,000 of IMPROVEMENTS to the PREMISES by May 1, 2014, which IMPROVEMENTS were timely completed; and

WHEREAS, pursuant to Article 4.2 of the Lease, the LESSEE, at the LESSEE'S expense, was to complete \$250,000 of IMPROVEMENTS to the PREMISES by May, 1, 2014, an additional \$125,000 of IMPROVEMENTS by December 31, 2018, and an additional \$125,000 of IMPROVEMENTS by the end of the initial TERM of the Lease, December 31, 2024; and

WHEREAS, as of the effective date of this THIRD AMENDMENT, the LESSEE, at the LESSEE'S expense, has completed more than \$686,000 of IMPROVEMENTS to the PREMISES, \$187,000 more than the LESSEE'S obligation for the entire initial TERM of the Lease.

NOW THEREFORE, in consideration of the IMPROVEMENTS made by the LESSEE to the PREMISES within the first three years of the initial TERM of the Lease substantially in excess of the LESSEE'S obligations for the entire initial TERM of the Lease, and in consideration of the mutual undertakings, understandings, and agreements hereinafter set forth, the CITY and the LESSEE agree as follows:

1. The foregoing recitals are incorporated into this THIRD AMENDMENT as if fully set forth in this Paragraph.
2. The CITY, at the CITY'S expense, shall complete the following IMPROVEMENT to the PREMISES which shall be added to the CITY IMPROVEMENTS listed on Exhibit C to the Lease:
  - a. Infield Reconstruction, Sidelines and Warning Track Improvements.
3. The cost of the IMPROVEMENT set forth in Paragraph 2 shall not exceed \$65,000.
4. The IMPROVEMENT set forth in Paragraph 2 shall commence as soon as practicable in Spring 2016.
5. Capitalized terms used in this THIRD AMENDMENT, and not otherwise defined shall have the meanings given to such terms in the Lease.
6. The parties acknowledge and agree that the permanent improvements to the PREMISES which are the subject of this THIRD AMENDMENT are a lasting benefit to historic Simmons Field to be shared and enjoyed by all of the residents of the City of Kenosha for many years to come.
7. This THIRD AMENDMENT shall be construed under the laws of the State of Wisconsin.
8. This THIRD AMENDMENT may be executed in any number of counterparts, each of which shall constitute an original, and which taken together shall constitute one and the same instrument.
9. Except as otherwise provided in this THIRD AMENDMENT, all other terms and conditions of the Lease, the FIRST AMENDMENT, and the SECOND AMENDMENT remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this **THIRD** AMENDMENT on the dates below given.

**THE BOARD OF PARK COMMISSIONERS  
OF THE CITY OF KENOSHA  
a Municipal Park Commission**

BY: \_\_\_\_\_  
SCOTT N. GORDON  
Chairperson

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

BY: \_\_\_\_\_  
SHELLY BILLINGSLEY  
Interim Director of Public Works

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

**STATE OF WISCONSIN )**  
**:SS.**  
**COUNTY OF KENOSHA )**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, SCOTT N. GORDON, Chairperson of the Board of Park Commissioners of the City of Kenosha and SHELLY BILLINGSLEY, Interim Director of Public Works of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Chairperson and Interim Director of Public Works, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said City, by its authority.

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

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

BY: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor,  
Date: \_\_\_\_\_

BY: \_\_\_\_\_  
DEBRA SALAS  
City Clerk/Treasurer  
Date: \_\_\_\_\_

**STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA )**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

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



**NORTHWOODS LEAGUE, INC.**  
**a Florida Corporation**

BY: \_\_\_\_\_  
RICHARD R. RADATZ, JR., President

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

**STATE OF MINNESOTA )**  
**:SS.**  
**OLMSTED COUNTY )**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, RICHARD R. RADATZ, JR., President, of the NORTHWOODS LEAGUE, INC. to me known to be such President and acknowledged that he executed the foregoing instrument as such officer as the Agreement of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, Olmsted County, MN  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

**RESOLUTION \_\_\_\_\_**

**SPONSOR: ALDERPERSON BOB JOHNSON**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

APPROVED: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

Reviewed by:  
Edward R. Antaramian  
City Attorney

MEMO

**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Anthony Geliche, Community Development Specialist   
Mike Maki, AICP, Community Development Specialist

**RE:** **Resolution to approve the 2016 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program**

**DATE:** December 3, 2015

---

Attached is the *Resolution to approve the Consolidated Plan - Annual Plan for the CDBG and HOME Programs for 2016*.

The CDBG Committee recommendations were approved by the City Plan Commission at their meeting on November 19, 2015.

The HOME Program Description was recommended for approval by the HOME Commission at their meeting on October 28, 2015.

Please contact Tony Geliche at 653.4039 if you have any questions regarding the CDBG Program or contact Mike Maki at 653.4038 regarding the HOME Program.

TG:kas  
Attachment

Thursday, November 19, 2015 at 5:00 pm  
Municipal Building  
625 52nd Street - Room 202 - Kenosha, WI 53140

**Resolution by the Finance Committee - To Approve the 2016 Consolidated Plan - Annual Plan for the Community Development Block Grant/HOME Program. PUBLIC HEARING**

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

The *Community Development Block Grant (CDBG)* portion of the Consolidated Plan - Annual Plan has also been referred to the Finance Committee with final approval by the Common Council. The *HOME Program* portion will only go to the Finance Committee before final approval by the Common Council.

**LOCATION AND ANALYSIS:**

**Site:** City-Wide

1. The CDBG Program is a City-Wide program with the primary purpose to aid in the elimination of slums/blight and to benefit low/moderate income persons.
2. The CDBG Committee reviewed the 2016 Allocation Plan on August 11, 2015.
3. The CDBG Committee conducted interviews on October 27, 2015 and October 28, 2015.
4. The CDBG Committee held the Allocation meeting and made recommendations on November 3, 2015.
5. The activities recommended by the CDBG Committee comply with the requirements of the CDBG Program in that they eliminate slum/blight and benefit low/moderate income persons.

**RECOMMENDATION:**

A recommendation is made to approve the CDBG Committee recommendation for the 2016 CDBG Program.



Tony Geliche, Community Development Specialist



Jeffrey B. Labahn, Director

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

BY: FINANCE COMMITTEE

**TO APPROVE THE 2016 CONSOLIDATED PLAN - ANNUAL PLAN**

**WHEREAS**, the City of Kenosha receives CDBG funds under the Housing and Community Development Act of 1974, as amended; and HOME funds under the HOME Investment Partnership Program of 1991 as amended; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) requires the City to develop a document designed as its Consolidated Plan; and

**WHEREAS**, for the purpose of the CDBG Program, public hearings were held as follows:  
CDBG Committee on August 11, October 27, October 28, and November 3, 2015;  
City Plan Commission on August 20 and November 19 2015;  
Finance Committee on September 9 and December 7, 2015; and  
Common Council on September 9 and December 7, 2015 to consider proposed projects and obtain citizen views and comments on housing and community development needs; and

**WHEREAS**, for the purpose of the HOME Program, public hearings were held before the HOME Program Commission on October 28, 2015; the Finance Committee on December 7, 2015 and the Common Council on December 7, 2015 to consider the 2016 Program Description and obtain citizen comments on housing needs; and

**WHEREAS**, the 2016 CDBG Entitlement Grant to be received from HUD for the City is estimated to be \$936,778; and

**WHEREAS**, \$280,843 in Unallocated Entitlement Funds have been included in the 2016 allocation of funds bringing the total of funds allocated to \$1,217,621 and project allocations are based on this amount; and

**WHEREAS**, if the actual 2016 CDBG Entitlement Grant is less than \$936,778, program allocations will be adjusted in proportion to each project allocation; and

**WHEREAS**, if the actual 2016 CDBG Entitlement Grant is more than \$936,778, funds will be used in accordance with the 2016 Fund Allocation Plan approved by the Common Council on September 9, 2015; and

**WHEREAS**, the 2016 HOME Entitlement Grant to be received from HUD for the City is estimated to be \$343,775 and proposed allocations are based on this amount; and

**WHEREAS**, if the actual 2016 HOME Entitlement Grant is more or less than \$343,775, the program allocation will be adjusted in proportion to each activity allocation approved in the 2016 Program Description.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council, that the 2016 Consolidated Plan - Annual Plan is approved; and

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to submit all necessary and required documents to the U.S. Department of Housing and Urban Development, and execute all documents relative thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
Debra Salas, City Clerk-Treasurer

APPROVE:

\_\_\_\_\_  
Keith G. Bosman, Mayor

**2016 CDBG Program**

**Public Service**

Big Brothers Big Sisters	Mentoring	<b>\$4,000</b>
Kenosha Area Family and Aging Services	Volunteer Transportation Service	<b>\$5,000</b>
Salvation Army	Transportation	<b>\$7,300</b>
Urban League	Hispanic Center	<b>\$8,000</b>
Kenosha Literacy Council	Literacy Program	<b>\$8,000</b>
Walkin In My Shoes	Homeless Street Outreach	<b>\$11,000</b>
Salvation Army	Housing Stabilization	<b>\$11,343</b>
Oasis Youth Center	After School Program	<b>\$13,000</b>
ELCA Urban Outreach	Life Sustaining Employment	<b>\$19,000</b>
Women & Children's Horizons	Legal Advocacy Coordinator	<b>\$20,000</b>
Kenosha YMCA	Frank Neighborhood Project	<b>\$21,000</b>
Kenosha County Interfaith Network	Mental Health/AODA	<b>\$25,000</b>
Boys and Girls Club of Kenosha	Lincoln Park Outpost	<b>\$30,000</b>

**\$182,643**

**Housing, Neighborhood Improvement/Economic Development**

Kenosha Human Development Services	Adult Family Home Roof	<b>\$25,000</b>
Women & Children's Horizons	Shelter Air Conditioning	<b>\$30,000</b>
ELCA Urban Outreach	Facility Roof	<b>\$40,000</b>
Wisconsin Women's Business Initiative Corp	Microenterprise Technical Assistance	<b>\$70,000</b>
City of Kenosha Community Development	Elimination of Blighted Structures	<b>\$90,000</b>
Kenosha County Interfaith Network	Homeless Shelter Improvements	<b>\$135,337</b>
City of Kenosha Public Works	Street Improvements	<b>\$401,117</b>

**\$791,454**

**Planning/Management**

City of Kenosha	Program Admin/Planning	<b>\$243,524</b>
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Total 2016 Program	<b>\$1,217,621</b>
2016 Entitlement (Estimated)	<b>\$936,778</b>
Funds to be Reprogrammed	<b>\$280,843</b>

Discussion of the 2016 HOME Program Description. PUBLIC HEARING

**NOTIFICATIONS AND APPROVAL REQUIREMENTS:**

This item will be reviewed by the HOME Program Commission and final approval by the Common Council.

**ANALYSIS:**

1. Attached is the proposed City of Kenosha's FY 2016 HOME Program Description, subject to public comments. This document, which is required by the Department of Housing and Urban Development (HUD), outlines the City's allocation of Federal FY 2016 HOME funds, as well as new Program Income and funds from previous years.
2. The 2016 HOME Program funding is estimated to be \$343,775.00. The amount is based on our 2015 HOME Grant award. The funding amount will be adjusted if the FY 2016 allocation is more or less than what is indicated in the Program Description, by applying the same percentage of funding increase/decrease to each activity noted below.
3. The City has approximately \$650,000 of existing Program Income. Program Income has been generated from loan repayments and proceeds of home sales.
4. The City also has \$250,491.48 of HOME Entitlement Funds from previous years.
5. Through 2016, it is estimated that the City will receive approximately another \$143,000 of Program Income from sale of the remaining HOME house for sale and HOME loan repayments. Approximately 10% of the Program Income, or \$14,300 of the estimated/actual amount can be designated as PA funds (additional Administration funds).
6. The proposed 2016 HOME Program Description permits commitment of funds to the following HOME Program activities:
  - a. Homeowner Rehabilitation
  - b. Home Buyer Purchase Assistance City-wide
  - c. Down payment and/or closing costs Assistance Grant
  - d. Tenant-based Rental Assistance (TBRA) for Elderly (without disabilities), Elderly Veterans and/or Elderly with Disabilities
  - e. Acquisition and/or rehabilitation of homebuyer properties by a CHDO or sub-recipient
  - f. New construction of single family homes by a CHDO or sub-recipient
7. Due to the amount of Program Income and remaining Entitlement Funds from previous years, Staff recommends that we fund the rehabilitation of rental units, both multi-family buildings and scattered-site rental units.

8. In addition, the City has the ability to fund CHDO Operating Funds, which are 5% of the total HOME Program Allocation, as permitted through the HOME Program Description. Staff recommends that we fund the entire 5%.
9. The following HOME Program funding allocations are recommended for 2016.

<i>ACTIVITY</i>	<i>FUNDING AMOUNT</i>
Program Administration (10% of HOME Program Allocation)	\$34,377.50
PA funds (additional Administration funds generated from Program Income)	\$14,300.00
Tenant-based Rental Assistance	\$220,000.00
Homeowner Rehabilitation Loans	\$201,767.25
Second Mortgage Loans, Closing Cost and Down Payment Assistance	\$140,000.00
HOME-Eligible Homebuyer Costs (Repairs, Utilities, etc)	\$6,500.00
Community Housing Development Organizations - Operating Funds	\$17,188.75
Community Housing Development Organizations - Activities (minimum 15% CHDO Reserve + additional 15%)	\$103,132.50
Rental Unit Rehabilitation	\$650,000.00
<b><i>TOTAL ESTIMATED 2016 HOME PROGRAM ACTIVITY FUNDING (Existing &amp; Proposed 2016 Entitlement funds)</i></b>	<b><i>\$1,387,266.00</i></b>

10. The proposed 2016 HOME Description includes standards for review of Rental Rehabilitation since it is proposed for funding in 2016. If not approved by the HOME Program Commission and Common Council, this section will be removed.
11. Public comments will be received until final adoption by the Common Council.
12. The proposed 2016 HOME Program Description will be forwarded onto the Common Council for final approval.

**RECOMMENDATION:**

A recommendation is made to approve the proposed 2016 HOME Program Description, including to add Rental Unit Rehabilitation as an "Eligible Activity".

  
 \_\_\_\_\_  
 Mike Maki, Community Dev Specialist

  
 \_\_\_\_\_  
 Rich Schroeder, Deputy Director

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## **HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) 2016 PROGRAM DESCRIPTION**

### ***Use of Funds***

The City of Kenosha intends to use its 2016 HOME funds for Program Administration and for eligible HOME Program activities as outlined below. The 2016 HOME Program Description is designed to allow flexibility in the allocation and commitment of funds to a variety of eligible HOME Program housing activities.

The City is funding these particular activities in this plan in order to be consistent with its Consolidated Plan, and to insure local housing activities are consistent with neighborhood revitalization strategies already adopted by the City.

### ***Program Administration***

The City of Kenosha will use 10% of its 2016 HOME allocation for payment of administrative and planning costs of the HOME Program. These costs include the reasonable costs of overall program management, coordination, monitoring, and evaluation of HOME activities by the City of Kenosha. The City will also set aside 10% of eligible HOME Program Income for allowable HOME Program administrative costs.

### ***City of Kenosha Eligible HOME Program Activities***

The City of Kenosha may use available 2016 HOME allocation to support the following types of activities undertaken by the City, Community Housing Development Organizations (CHDOs), Sub-recipients or Private Developers:

- A) Homeowner Rehabilitation
- B) Home Buyer Purchase Assistance city-wide
- C) Down Payment and/or Closing Cost Assistance Grant
- D) Tenant-Based Rental Assistance (TBRA) for Elderly, Elderly Veteran and/or Elderly with Disabilities households
- E) Acquisition and/or rehabilitation of homebuyer properties by a CHDO or sub-recipient.
- F) New Construction of Single Family Homes by a CHDO or sub-recipient.
- G) Rental unit Rehabilitation

### ***Community Housing Development Organizations (CHDOs)***

A minimum of 15% of HOME funds is reserved for use by eligible CHDOs. The City of Kenosha has chosen to set aside 30% of its 2016 HOME funds for eligible CHDOs to undertake eligible HOME Program activities listed above.

The City will allow CHDOs to request a maximum developer/general contractor fee of 15% of the total project cost of each HOME funded project they undertake and complete. Additional funding for CHDO projects may be made available from other HOME Program funds.

The City could also set aside up to \$25,000 for CHDO administrative expenses. The HOME Program regulations allow CHDO administrative expenses up to 5% of the City's total annual HOME Grant. CHDOs will need to submit an application to the City which includes their operating budget sources and use of funds to support their application for CHDO administrative expenses. The application will be reviewed by the City's HOME Program Commission with a recommendation to the City Finance Committee and Common Council for review and consideration.

**HOME Program Income**

HOME Program Income funds will be used to fund eligible HOME Program activities and funding set-asides for eligible CHDOs and/or sub-recipients to carry out HOME eligible activities, including housing rehabilitation projects, homeowner rehabilitation loans, homebuyer assistance, tenant-based rental assistance, rental property rehabilitation and single family new construction. In addition, up to 10% of eligible program income may be used for HOME Program allowable administrative expenses.

**Anticipated 2016 HOME Program Entitlement and Program Income Funds:  
(2016 Entitlement funds based on the 2015 allocation)**

<b>Activity</b>	<b>Home Funding</b>	<b>Match Funding (25%)</b>
Administration (2016 Funds)	\$34,377.50	\$0
Eligible Housing Activities (2016 Funds)	\$189,076.25	\$47,269.06
CHDO Set-Aside (2016 Funds)	\$103,132.50	\$25,783.13
CHDO Operating Funds (2016 Funds)	\$17,188.75	\$0.00
<b>TOTAL 2016 HOME FUNDING</b>	<b>\$343,775.00</b>	<b>\$73,052.19</b>

<b>Estimated 2016 HOME Program Income (1 houses @ \$80,000, net proceeds at sale, plus estimated \$63,000 of loan repayments, less 10% Program Administration)</b>	\$128,700
<b>Estimated Program Administration (10%)</b>	\$14,300
<b>TOTAL ESTIMATED 2016 HOME PROGRAM INCOME FUNDING</b>	<b>\$143,000</b>

The City also has \$900,491.48 of previous years Entitlement funds and Program Income.

**Proposed Allocation of HOME Program Entitlement and Program Income Funds:**

<b>ACTIVITY</b>	<b>FUNDING AMOUNT</b>
Program Administration (10% of 2016 HOME Program Allocation)	\$34,377.50
PA funds (additional Administration funds generated from Program Income)	\$14,300.00
Tenant-based Rental Assistance	\$220,000.00
Homeowner Rehabilitation Loan Program	\$201,767.25
Second Mortgage Loans, Closing Cost and Down Payment Assistance	\$140,000.00
HOME-eligible Homebuyer Costs (Repairs, Utilities, etc.)	\$6,500.00
Community Housing Development Organizations – Operating Funds	\$17,188.75
Community Housing Development Organizations – Activities (30% of 2016 Allocation)	\$103,132.50
Rental Unit Rehabilitation	\$650,000.00
<b>TOTAL ESTIMATED 2016 HOME PROGRAM FUNDING</b>	<b>\$1,387,266.00</b>

## **RENTAL HOUSING REHABILITATION**

The City may utilize HOME Program funds to support the acquisition and/or rehabilitation of affordable Rental Housing units. Eligible projects may be existing one or more multifamily buildings with rental units on a single site, or multiple sites that are under common ownership, management and financing. In no case shall funding be provided for a unit to be converted to a rental unit if the existing use or former use was owner-occupied housing. The project should also utilize private funds, Low Income Housing Tax Credits, Low Income Housing Revenue Bonds or other grant /loan programs to help leverage the HOME funds.

Units that are rehabilitated with HOME funds must meet all applicable state and local codes, rehabilitation standards and ordinances, including the *City of Kenosha Minimum Housing Rehabilitation Standards*. All assisted units are required to meet the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973. The property must be maintained in accordance with these property standards throughout the affordability period.

Rehabilitation of rental housing utilizing HOME funds will require a 5 to 15-year affordability period for the HOME Assisted Units. The HOME Assisted Units will be "fixed units" as opposed to "floating" HOME units for the entire affordability period. HOME Assisted Units must be comparable to non-HOME Assisted Units in terms of amenities, number of bedrooms, square footage and location in the building.

The household occupying such rental units shall be families or individuals whose income does not exceed 50% of Kenosha County median family income as published annually by the US Department of Housing and Urban Development (HUD). Low HOME Rent Limits will apply to all designated HOME units. The 50% HOME Rent Limits less any tenant paid utilities would apply to all other 50% CMI designated Assisted Senior Units. Determination of the minimum number of HOME Assisted Units per project and maximum per-unit HOME subsidy will be calculated according to all HOME Program standards, including, pro-rata (fair share test), the HOME per unit subsidy limit and subsidy layering analysis to determine the funding gap to be financed to provide the HOME affordable units.

The City's subsidy layering evaluation requirements are included in the next section below. The City may use the subsidy layering review done by WHEDA for the Low Income Tax Credit Program to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

## **RENTAL HOUSING REHABILITATION SUBSIDY LAYERING REVIEW, UNDERWRITING AND MARKET ANALYSIS**

HUD establishes subsidy limits annually on the amount of HOME funds that may be invested in affordable rental housing on a per-unit basis per locality.

Before committing HOME funds to a project that combines the use of any other local, state or federal assistance, the City must evaluate the proposed project in accordance with the guidelines that it has adopted, to ensure that the City does not invest any more HOME funds than are necessary to provide affordable rental housing. The guidelines, referred to as Subsidy Layering Guidelines, are incorporated as part of the City of Kenosha HOME Program Description, Consolidated Plan and Policies and Procedures.

The City of Kenosha will use the following types of subsidy layering review before committing HOME Program funds to any rental housing rehabilitation project:

- A) A subsidy layering review produced by HUD when the other source of funding is provided by HUD, and HUD conducts a subsidy layering review;
- B) Subsidy layering analysis produced by the Wisconsin Economic and Housing Development Authority when Low Income Housing Tax Credit (LIHTC) is used, and WHEDA conducts an evaluation to determine whether there are excess tax subsidies;
- C) A subsidy layering analysis produced by the developer and reviewed by the City of Kenosha in accordance with the guidelines presented in HUD Notice CPD 98-1. These guidelines include review of the following documents 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, including lender commitment letter(s), documentation of owner cash equity and any deferred developer fees. This should reflect the project development budget and should list:
    1. All proposed sources (both private and public) of the funds and dollar amounts for each respective source; and
    2. 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.
    1. "Reasonableness" of costs should be based on all of the following factors:
      - a) Cost of comparable projects in the same geographical area;
      - b) The qualifications of the cost estimators for the various budget line items; and
      - c) 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 of any other governmental assistance.
  - The City will utilize the underwriting guidelines in its Policies and Procedures and will assess whether there is adequate market demand prior to commitment of HOME funds.

## ***Home Sales Policy***

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

### ***HOMEBUYER APPLICANT REQUIREMENTS***

#### ***Citizenship***

Applicants to purchase properties for sale through the City of Kenosha's HOME Program must be US citizens or have "Qualified Alien" status under Section 431 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

#### ***Income***

Eligibility for buyers through the HOME Program is based on annual household income. Total annual household income cannot exceed 80% of the County's median income per family size as determined by HUD. In accordance with the federal HOME Program Rules, the City has chosen to use Federal Income Tax IRS Form 1040 adjusted gross income to determine annual income. All homebuyers must sign IRS Form 4506 "Request for Copy of Tax Form" and the City will request a copy of the applicant's federal tax return transcript from the IRS. For IRS tax returns older than six months, the City will require an updated income verification, including third party verification of employment and recent earnings statements.

#### ***Ability to Obtain Mortgage Financing***

Potential homebuyers must have the ability to obtain a Fixed Rate mortgage loan from a private lender or the City for a minimum of 80% of the purchase price of the property offered for sale (non City owned properties), or a minimum of 57% of the purchase price of the City properties offered for sale. The minimum financing is based on a 3% down payment. Where the homebuyer provides a larger downpayment, the minimum financing obtained through a private lender or the City may be reduced.

#### ***Down Payment Requirement and Down Payment Assistance***

All homebuyers are required to provide a 3% down payment at closing. The down payment may be from the buyer's personal savings or from a Down Payment Assistance Grant provided through the Federal Home Loan Bank, City of Kenosha, or other source of down payment assistance.

The City may provide a Down Payment Assistance Grant to eligible homebuyers through HOME Program funds. The Down Payment Assistance Grant will require the homebuyer to pay a minimum of 25% of the required downpayment amount, or \$1,000, whichever is greater. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

#### ***Down Payment Assistance for VA Loan Borrowers***

The City may provide a Down Payment Assistance Grant of up to \$5,000 for eligible Veterans Administration Loan borrowers. Down Payment Assistance Grants will be a lien filed on the property and will be forgiven provided the homeowner resides at the property for a period of 5 years after purchasing the property. Where the homeowner lives in the home less than 5 years, the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in

the home.

**Primary Residence and Owner Occupied Single Family Deed Restriction**

HOME assisted property must be occupied as the homebuyer's primary residence. The City will place a Deed Restriction on the property at the time of property transfer: "This property is a single family dwelling and will always remain a single family dwelling and owner occupied for as long as it remains on the land." The homebuyer cannot own any other residential property at time of closing.

**Homebuyer Counseling Requirement**

All homebuyers receiving assistance through the City's HOME Program must participate in homebuyer training offered through a HUD certified Local Housing Counseling Agency and provide the City with certification they have successfully completed such training.

**Mortgage Subordinations**

The City will process requests for mortgage subordinations from homebuyers for their HOME funded second mortgage under the following criteria:

- A) By refinancing their first mortgage, the borrower will be able to lower their interest rate, monthly payment and/or loan term.
- B) The borrower will be able to convert from an ARM to a fixed rate mortgage.
- C) The borrower will be taking out an equity loan or refinancing for purposes of doing home improvements, purchasing a car or for college costs.
- D) The City will require a 90% Loan to Value limit on equity loans, and a maximum of 125% Loan to Value limit on refinancing where the borrower is able to lower their interest rate, payment or loan term. The Loan to Value ratio will include the City's HOME second mortgage balance.
- E) The City will use the Assessed Value as determined by the City Assessor's Office, Estimated Market Value consistent with valuation modules permitted by the first mortgage's loan program, or appraised value, whichever is higher, to determine the property value.
- F) Closing costs and fees for the proposed refinancing loan or equity loan must be no more than 3% of the proposed new loan amount.

Written requests for mortgage subordinations from homebuyers with a HOME second mortgage will be accepted and reviewed by City staff. A report and recommendation will be submitted to the City of Kenosha Housing Authority Board of Commissioners for review and consideration. A processing fee of \$100 will be charged to the borrower upon approval and processing the mortgage subordination.

**HOME PROGRAM ASSISTANCE TO BUYERS**

**Second Mortgage Purchase Assistance**

HOME funded second mortgage purchase assistance will be provided for up to 40% of the purchase price of homes sold by the City of Kenosha. HOME second mortgage purchase loans will be

written as deferred payment loans at 0% interest for up to the first fifteen (15) years, then monthly payments will be required for the next fifteen (15) years at an interest rate of 3% annually.

On a case-by-case basis, subject to final approval by the Kenosha Housing Authority Board, the City may offer a second mortgage loan where repayment is deferred until time of sale or when the property ceases to be the principal residence of the homebuyer. This provision is also available to existing holders of City Second Mortgage Loans when refinancing. Repayment shall not be required until the borrower sells the home or it is no longer their principal residence. Such loans shall be subject to a "deferred loan fee" of 10% of the original loan amount at the time of repayment.

Second mortgage purchase assistance loans will continue to be made available to income eligible homebuyers purchasing new homes city-wide. These purchase assistance loans will be provided for up to 17% of the purchase price of the home. HOME second mortgage purchase loans for eligible homebuyers will be written as deferred payment loans at 0% interest for the first ten (10) years, then monthly payments will be required for the next twenty (20) years at an interest rate of 3% annually.

In all cases, the second mortgage will be based on the financing gap, less the amount of the first mortgage and required down payment. As part of its underwriting review, the City will evaluate debt-to-income (dti) ratio for all applicants. Generally, the front end dti should not be any greater than 30%, including the first mortgage principal and interest, taxes and insurance, and the back-end dti should be less than 45%. Where the front-end dti is greater than 30% or the back-end dti is greater than 45%, the City may provide a second mortgage for a larger amount than the financing gap to reduce the front-end dti to 30% or less, or to reduce the back-end dti to 45% or less.

### **Closing Cost Assistance**

The City may provide a Closing Cost Assistance Grant, up to 3% of the purchase price, to eligible homebuyers through HOME Program funds. The Homeowner will be required to live in home for minimum of five years, or the grant amount will be required to be paid back in full, less a 20% reduction for every year the homeowner resides in the home.

### ***Recapture and Resale Provisions***

The City of Kenosha anticipates that some of the first-time Homebuyer (FTHB) assistance provided with HOME funding will be a development subsidy used by the City or developer (HOME fund recipient) to produce affordable housing units. In those instances, it is expected that some of this subsidy will be a project development subsidy and this subsidy amount may not be recaptured.

### ***Recapture Option***

This option will be used by the City to recapture the HOME funded second mortgage purchase assistance loans provided to the homebuyers if the HOME recipient decides to sell the house within the required affordability period. The homeowner is able to sell the property at whatever price the market will bear. Recaptured funds are considered HOME Program Income to be reused for any HOME-eligible activity.

The City of Kenosha will also require that rental housing developers who have been assisted with HOME funding be subject to recapture provisions in the event the owner/developer sells their property before the period of affordability has expired:

- Five (5) years when the per unit of HOME funds is less than \$15,000
- Ten (10) years where the amount of HOME funds provided is \$15,000 to \$40,000
- Fifteen (15) years where the per unit amount of HOME funds is greater than \$40,000

### **Affordability periods for home ownership assistance through the HOME Program**

<b>HOME Funds Provided (Per Unit) *</b>	<b>Affordability Period</b>
Less than \$15,000	5 Years
\$15,000 to \$40,000	10 Years
Greater than \$40,000	15 Years

*\*Per unit HOME Program assistance for home ownership is based on the amount of the HOME mortgage purchase assistance provided to the homebuyer. For example, if the City's HOME funded second mortgage to the buyer is \$25,000, the affordability period on the home is 10 years. Therefore, the City will provide second mortgage purchase loans with monthly payments deferred for 10 years at 0% interest. After the initial 10 years, the loan converts to a 3% monthly installment loan at 3% interest for a 20-year term.*

### **Resale Option**

The resale option will only be used by the City in those cases where the homebuyer declines to accept a HOME funded second mortgage to purchase a HOME Buyer Program property. This option ensures that the HOME-assisted unit remains affordable over the entire affordability term. Resale requirements under the "resale option" include the following:

- A) The new purchaser must meet HOME Program income eligibility requirements (annual adjusted income below 80% of Kenosha County median income for family size).
- B) The new purchaser must occupy the property as their principal place of residence.
- C) The sales price must be affordable to the new buyer.
- D) Affordability is defined as: Monthly payment for principal, interest, taxes and insurance (PITI) cannot exceed 40% of the purchasers gross annual income.
- E) The seller is entitled to a "fair return" on their investment upon sale of the property. "Fair Return" on investment for purposes of the City's HOME Program includes the homeowner's initial investment (first mortgage, down payment and closing costs) and any documented capital improvements to the property completed after the initial sale.

### **Enforcement of the Recapture or Resale Options**

The City will use the following legal instruments to meet and enforce the requirements of the recapture or resale restrictions:

<b>HOME Requirement</b>	<b>Recapture Option</b>	<b>Resale Option</b>
Principal Residence	Deed Restriction & HOME Lien	Deed Restriction & HOME Lien
Affordability Period	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Repayment of HOME Subsidy	Promissory Note & HOME Lien	Deed Restriction & HOME Lien
Fair Return to Owner	N/A	Deed Restriction & HOME Lien
Affordable Resale Price	N/A	Deed Restriction & HOME Lien
Subsequent Buyer's Income	N/A	Deed Restriction & HOME Lien

\* HOME Lien is a document recorded as a "Rider" with the HOME Program Mortgage securing repayment of the HOME subsidy.

### **Matching Funds**

The City of Kenosha intends to satisfy the Federally-mandated match requirements by using a combination of the eligible forms of match outlined in Section 92.220 of the HOME Program regulations. The City and all sub-recipients will document "match" on a per-project basis.

### **Funding Reduction and Adjustment Based on Actual HUD Allocation**

If the 2016 funding level is more or less than the \$343,775 as indicated in this program description, each program activity will be adjusted by applying the same percent of funding increase or decrease equally to each activity.

### **Applicability of this HOME Program Description**

The 2016 HOME Program Description shall supersede any and all previous HOME Program Descriptions in regard to the purposes and use of HOME Program funds.

**Approved by City of Kenosha HOME Program Commission:**

**Approved by Common Council:**

**Amended by Common Council:**

**CITY OF KENOSHA HOME SALES POLICY**

Homes for sale through the City of Kenosha HOME Program will be advertised and sold on a first-come-first-served basis.

**Applicant Requirements**

Applicants must meet the following requirements:

- U.S. citizenship or "Qualified Alien" status (as defined by HUD)
- 18 years of age or older
- Must meet the City's income limits for HOME Program
- Cannot own any real estate at time of closing
- Good verifiable credit rating
- Adequate verifiable income to support home ownership
- Must have 3% in funds to be used towards down payment plus closing costs
- Must complete a HUD accredited Homebuyer Counseling Course

When the purchase contract is signed, a \$500 earnest money deposit is required and will be credited toward the down payment. Obtaining first mortgage loan financing from private sources is the responsibility of the applicant.

**FOR FURTHER INFORMATION CONTACT**

Department of Community Development & Inspections  
625 52nd Street, Room 308  
Kenosha, WI 53140  
Phone: 262.653.4030  
Hours: 8:00 A.M. - 4:30 P.M.

**2016 HOME Program Review & Approval Schedule**

<b>Date</b>	<b>Activity</b>
By 11/07/15	Publish Public Notice for City of Kenosha Consolidated Plan/Annual Plan for CDBG and HOME Funds and Activities with a 30 Day Comment Period
12/07/15	Finance Committee Review and Consideration of 2016 Annual Plan/Consolidated Plan and 2016 HOME Program Description (Public Hearing)
12/07/15	Common Council Review and Consideration of 2016 Annual Plan/Consolidated Plan and 2016 HOME Program Description

/u2/acct/cp/ckays/1HOME PROG/2015/ProgramDescription/2016-ProgDescip-120315.odt

**RESOLUTION # \_\_\_\_\_**

**BY: The Mayor**

**Resolution to Approve a New Labor Agreement for 2015 - 2017  
Between the City of Kenosha and ATU, Local #998**

**WHEREAS**, a voluntary tentative settlement agreement has been reached between the City of Kenosha and the Amalgamated Transit Union, Local #998 for 2005 - 2017 and;

**WHEREAS**, the Union has notified the City that their membership has ratified said agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Kenosha, Wisconsin that the existing Agreement with the Amalgamated Transit Union, Local #998 be amended in accordance with the tentative agreements as attached Appendix A effective January 1, 2015.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

ATTEST: \_\_\_\_\_, (City Clerk)  
Debra Salas

APPROVED: \_\_\_\_\_, (Mayor)  
Keith Bosman

## APPENDIX A

### City of Kenosha and ATU, Local 998 agree to amend the following terms for a successor to their 2015 - 2017 collective bargaining agreement:

**Term:** 2015 – 2017

**Wages:** Effective January 1 of the following years:

2015 Two (2) percent ATB  
2016 Two and a half (2 1/2) percent ATB  
2017 Two and a half (2 1/2) percent ATB

**Retirement:** Effective January 1 of the following years:

2016 Employees shall contribute 3% of total earnings to the WRS and the Employer's share of the employee's contribution shall be reduced accordingly.  
2017 Employees shall contribute 4% of total earnings to the WRS and the Employer's share of the employee's contribution shall be reduced accordingly.

**Health Insurance:** Article XXII, Section 22.02 (A): Modify the existing language as follows:

(A) The Employer shall provide health insurance for Full-time Drivers and Service Attendants. In negotiating the ~~2012-14~~ 2015-17 collective bargaining agreement, the parties agree that the Union will have the same health insurance coverage as all City employees have as of January 1, 2013~~6~~. Said out-of-pocket expenses are a deductible of \$2,500/\$5,000 and prescription preventative drug plan co-pay tiers of \$10/\$30/\$60. ~~Upon the expiration of the contract, the parties will follow all applicable collective bargaining laws then in effect. The parties agree that the City may change health insurance carriers, third party administrators or implement a self-funded health insurance plan if it gives the Union at least a thirty (30) day written notice of changes. Effective October 1, 2013, the health insurance plan shall be as provided to all other City employees.~~ Effective January 1, 2017, the health insurance plan benefits as offered to Full-time Drivers and Service Attendants shall be the same as provided to all other City employees. In the event that the City provides an offset benefit (such as an HSA contribution or similar type of benefit) said benefit(s) will also be provided to eligible ATU members.

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

ITEM: Voluntary Settlement regarding Amalgamated Transit Union Local 998

This fiscal note addresses the voluntary settlement for Amalgamated Transit Union Local 998

Contract term is for years 2015 through 2017.

1. Wage increase in 2015=2%, 2016=2.5%, 2017=2.5%.  
Employee contribution to WRS in 2016=3%, 2017=4%

The cost of a 2% increase in 2015 is approximately \$46,900 including fringes. There are sufficient funds in the 2015 Transit Budget for this increase.

The cost of a 2.5% increase in 2016 is approximately an additional \$54,000 including fringes. The savings from the additional 1% employee WRS contribution is approximately \$20,000 for a net change of approximately \$34,000. There are sufficient funds in the 2016 Transit Budget for this increase.

The cost of a 2.5% increase in 2017 is approximately an additional \$60,600 using 2016 fringe rates. The savings from the additional 1% over 2016 employee WRS contribution is approximately \$21,000 for a net change of approximately \$39,600. This amount will be included in the 2017 budget.

2 Health Insurance language.

Eliminates prior language and adds new language that Local 998 would receive the same level of health plan benefits as all other City employees.

Date Prepared: 12/2/15

Prepared By: 

Reviewed By: 

SHELLY BILLINGSLEY, MBA, PE  
Acting Director  
sbillingsley@kenosha.org  
625 52nd Street, Room 305  
Kenosha, WI 53140



CATHY AUSTIN, PE  
Assistant City Engineer  
caustin@kenosha.org  
T: 262.653.4050  
F: 262.653.4056

December 2, 2015

To: Patrick Juliana, Chairman  
Stormwater Utility Committee

From: Shelly Billingsley, MBA, PE  
Acting Director of Public Works

A handwritten signature in black ink that reads "Shelly Billingsley". The signature is written in a cursive style and is positioned over the printed name in the "From:" field.

Subject: Addendum to Professional Services Agreement with Mandlik and Rhodes Information Systems, Inc. for Redemption Processing of Yardwaste Coupons

**BACKGROUND INFORMATIONAL**

The Kenosha Stormwater Utility has received an addendum to extend the Mandlik and Rhodes Information Systems, Inc. Professional Service Agreement until December 15, 2016. This contract allows the Stormwater Utility to extend the Yardwaste Coupon program into 2016.

The Stormwater Utility will off the \$2 coupon to be used on any box or bundle of 10 City approved biodegradable bags, Bag to Nature, BIOBAG and ECOGUARD.

The coupons will be available once they are printed (an example of the coupon is provided). The Yardwaste Coupon Program is planned to be in place prior to the Spring Yardwaste Curbside Collection Season.

**RECOMMENDATION**

Approve the addendum between the Kenosha Stormwater Utility and Mandlik and Rhodes Information Systems, Inc. to extend their current contract until December 31, 2016 and authorize the Acting Director to execute the contract and approve the 2016 coupon layout. The funding for the yardwaste coupons will be paid for out of the Stormwater Utility account 501-09-50102-219 from which the yardwaste program was budgeted \$68,050.



**ADDENDUM  
EXTENSION OF THE TERM OF AGREEMENT**

**THIS ADDENDUM** is made part of, and incorporated into, 'Mandlik and Rhodes Information Systems, Inc. Coupon Redemption Processing Agreement' made as of 09/15/2009' of Coupon Processing Services With the **City of Kenosha** referred to hereafter as CLIENT and Mandlik & Rhodes Information Systems, Inc. referred to hereafter as MRIS, signed on 9/15/2009 by CLIENT and 10/02/2009 by MRIS, respectively. As stated under clause 'C' on page 5 of the agreement which states as below:

"The term of this Agreement shall commence as of September 1, 2009 and shall end August 31, 2010."

CLIENT and MRIS, collectively known as the parties agree as follows:

"The term of the abovementioned Agreement is extended until December 31, 2016. The term of the agreement will be in effect until canceled by either party by giving 90 days notice in writing."

City of Kenosha:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

MRIS:

By: \_\_\_\_\_

Name: Pradeep Mandlik

Title: \_\_\_\_\_

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



**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Anthony Geliche, Community Development Specialist *A.G.*

**RE:** Request from Walkin in My Shoes, Inc. for an extension to the  
2015 CDBG Subgrantee Agreement - Survival Backpack Street Outreach

**DATE:** December 1, 2015

---

Walkin' in My Shoes is requesting an extension to their 2015 CDBG Subgrantee Agreement.

The original Agreement, approved by the Common Council on August 3, 2015, is for the period January 1, 2015 to December 31, 2015.

Walkin' in My Shoes is requesting an extension to the agreement into the beginning of 2016. An extension until April 30, 2016 is recommended.

Original Agreement Amount	\$ 11,071.00
Amount expended to date	<u>\$ 4,494.65</u>
Current Balance	\$ 6,675.35

A letter from Jo Wynn, Chief Executive Officer is attached.

If there are any questions, please contact me at 653-4039 or via email at [tgeliche@kenosha.org](mailto:tgeliche@kenosha.org).

TG:kas  
Attachment

**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AMENDMENT TO THE SUBGRANTEE AGREEMENT  
BETWEEN  
THE CITY OF KENOSHA  
AND  
Walkin' In My Shoes, Inc  
(Survival Backpack Street Outreach Program)**

**EXTENSION FOR USE OF FUNDS  
- 2015 Funding Year -**

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

**WHEREAS**, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 3rd day of August, 2015, Item L.1.n.

**WHEREAS**, the parties hereto desire to amend said agreement.

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

**I. RETENTION OF SERVICES**

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through April 30, 2016.

**IV. TIME OF PERFORMANCE**

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than April 30, 2016, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 3, 2015, Item L.1.n. shall remain as approved unless amended as part of this amendment.

*CITY OF KENOSHA  
A Municipal Corporation*

*CONTRACTOR*

BY: \_\_\_\_\_  
Keith G. Bosman, Mayor

BY: \_\_\_\_\_  
Board President

*Countersigned*

*Countersigned*

BY: \_\_\_\_\_  
Debra L. Salas, City Clerk/Treasurer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



Walkin' In My Shoes, Inc.

*There's still life in this "Soul"*

November 19, 2015

Tony Geliche  
Community Development Specialist  
City of Kenosha  
Community Development & Inspections  
625-52<sup>nd</sup> Street, Room 308  
Kenosha, Wisconsin 53140-3480

RE: 2015 CDBG Sub-grantee Contract Agreement

Dear Mr. Geliche:

I am writing this letter to request an extension to the Sub-grantee Agreement between the City of Kenosha and Walkin' In My Shoes, Inc., on August 3, 2015. The contract agreement is between the periods of January 1, 2015 to December 31, 2015.

The contract current balance is \$6,576.35. We are looking to purchase additional products and goods, within the next three weeks. The purchase would include; more sleeping bags, duffel bags, and winter thermal wear. This would leave us with a remaining balance of approximately 2,000 to 3,000 dollars. We are asking for an extension of \$3,000 to carry over to the beginning of 2016.

The extension is necessary to ensure that the funds are available near or beyond the end of the fiscal year 2015, in order to keep track of inventory needed for the street outreach program.

Thank you for your consideration of this request.

If you have any questions, please contact me directly at 262-764-0214 Tuesday and Thursday from 10:00am to 2:00pm or via email at: [jwynn@walkininmyshoes.org](mailto:jwynn@walkininmyshoes.org).

Sincerely,

Jo Wynn  
Development Director/ Chief Executive Officer and Founder of  
Walkin' In My Shoes

**EMPOWERING YOUTH TO BREAK THE CYCLE OF POVERTY**

2211 50<sup>TH</sup> STREET • KENOSHA, WISCONSIN • 53140-3162 PHONE: • 262-764-0214

Finance Committee Agenda Item 12. December 7, 2015 Pg. 96  
Common Council Agenda Item L.5.



**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Anthony Geliche, Community Development Specialist 

**RE:** **Request from Wisconsin Women's Business Initiative Corporation, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Microenterprise Assistance**

**DATE:** December 1, 2015

---

Wisconsin Women's Business Initiative Corporation (WWBIC) is requesting an extension to their 2015 CDBG Subgrantee Agreement.

While WWBIC will expend all of the funds provided to them in 2015 for technical assistance, they still have program income funds available to provide financial assistance to micro-enterprise businesses.

The original Agreement, approved by the Common Council on August 3, 2015, is for the period January 1, 2015 to December 31, 2015.

The extension will bridge the gap between the expiration of the 2015 Agreement and the execution of the 2016 Agreement. An extension to December 31, 2016 is recommended.

Program Income Available as of 8/3/15 - \$183,766.76

Program Income Available as of 11/24/15 - \$229,725.69

A letter from Wendy Baumann, President/CVO is attached.

If there are any questions, please contact me at 653-4039 or via email at [tgeliche@kenosha.org](mailto:tgeliche@kenosha.org).

TG:kas  
Attachment

**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AMENDMENT TO THE SUBGRANTEE AGREEMENT  
BETWEEN  
THE CITY OF KENOSHA  
AND  
Wisconsin Women's Business Initiative Corporation  
(Micro Enterprise Technical Assistance/Loans)**

**EXTENSION FOR USE OF FUNDS  
- 2015 Funding Year -**

This Amendment is made and entered into by and between the City of Kenosha, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "CITY" and Wisconsin Women's Business Initiative Corporation, hereinafter referred to as "CONTRACTOR."

**WHEREAS**, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 3rd day of August, 2015, Item L.1.o.

**WHEREAS**, the parties hereto desire to amend said agreement.

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

**I. RETENTION OF SERVICES**

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through December 31, 2016.

**IV. TIME OF PERFORMANCE**

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than December 31, 2016, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 3, 2015, Item L.1.o. shall remain as approved unless amended as part of this amendment.

*CITY OF KENOSHA  
A Municipal Corporation*

*CONTRACTOR*

BY: \_\_\_\_\_  
Keith G. Bosman, Mayor

BY: \_\_\_\_\_  
Board President

*Countersigned*

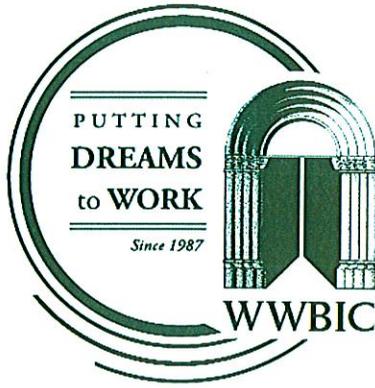
*Countersigned*

BY: \_\_\_\_\_  
Debra L. Salas, City Clerk/Treasurer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



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Entrepreneurship  
Financial Impact*

**Greater Milwaukee**  
1533 N. RiverCenter Drive  
Milwaukee, WI 53212  
Phone: 414.263.5450

**South Central**  
2300 S. Park Street, Suite 103  
Madison, WI 53713  
Phone: 608.257.5450

**Southeast**  
600 52nd Street, Suite 130  
Kenosha, WI 53140  
Phone: 262.925.2850

245 Main Street, Suite 102  
Racine, WI 53403  
Phone 262.898.5000

info@wwbic.com  
**wwbic.com**

November 15, 2015

Mr. Tony Geliche  
Department of Community Development & Inspections  
City of Kenosha  
625-52nd Street, Room 308  
Kenosha, WI 53140

Dear Tony:

The Wisconsin Women's Business Initiative Corporation (WWBIC) is most appreciative for the long-term partnership of the City of Kenosha Community Development Block Grant program, which has led to tremendous impact on the lives of Kenosha residents.

*We are proud to report that we have had a successful year so far, and we will meet and exceed all of our goals for our 2015 contract in the City of Kenosha!*

We respectfully request an extension of our program income funds to cover the time period between the conclusion of our 2015 contract and the signing of our 2016 contract. This extension of program income funds will allow us to provide necessary financial assistance to both new and existing participants of the City of Kenosha CDBG program before the signing of our 2016 contract.

Thank you again for your support. We look forward to continuing to partner with you to continue our shared mission of providing assistance for City of Kenosha business owners.

Please don't hesitate to contact me directly at (414) 395-4530 or [wendy.baumann@wwbic.com](mailto:wendy.baumann@wwbic.com) if you have any questions. We will look forward to hearing from you in the near future!

Sincerely,

Wendy K. Baumann  
President/CVO

cc: Heather Lux



**TO:** Mayor Keith Bosman  
Members of the Common Council  
Members of the Finance Committee

**FROM:** Anthony Geliche, Community Development Specialist *A.G.*

**RE:** **Request from Women and Children's Horizons, Inc. for an extension to the 2015 CDBG Subgrantee Agreement - Legal Advocacy Program**

**DATE:** December 1, 2015

---

Women and Children's Horizons is requesting an extension to their 2015 CDBG Subgrantee Agreement.

The original Agreement, approved by the Common Council on August 3, 2015, is for the period January 1, 2015 to December 31, 2015.

Women and Children's Horizons is requesting a three (3) month extension to the Agreement. An extension until April 30, 2016 is recommended.

Original Agreement Amount	\$ 20,000.00
Amount expended to date	<u>\$ 5,016.00</u>
Current Balance	\$ 14,984.00

A letter from Beth Ballo, Executive Director is attached.

If there are any questions, please contact me at 653-4039 or via email at [tgeliche@kenosha.org](mailto:tgeliche@kenosha.org).

TG:kas  
Attachment

**COMMUNITY DEVELOPMENT BLOCK GRANT**

**AMENDMENT TO THE SUBGRANTEE AGREEMENT  
BETWEEN  
THE CITY OF KENOSHA  
AND  
Women and Children's Horizons, Inc  
(Legal Advocacy Program)**

**EXTENSION FOR USE OF FUNDS  
- 2015 Funding Year -**

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

**WHEREAS**, the parties hereto have previously entered into an agreement, relative to funding and services, approved by the Common Council on the 3rd day of August, 2015, Item L.1.q.

**WHEREAS**, the parties hereto desire to amend said agreement.

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

**I. RETENTION OF SERVICES**

The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract to continue through April 30, 2016.

**IV. TIME OF PERFORMANCE**

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of the Agreement by all parties of interest and shall be undertaken and completed in such sequence to assure its expeditious completion in the light of the purposes of this contract, but in any event, all of the services required hereunder shall be completed no later than April 30, 2016, which is the termination date of this contract, or until this contract is terminated.

All other terms and conditions of the original contract approved on August 3, 2015, Item L.1.q. shall remain as approved unless amended as part of this amendment.

*CITY OF KENOSHA  
A Municipal Corporation*

*CONTRACTOR*

BY: \_\_\_\_\_  
Keith G. Bosman, Mayor

BY: \_\_\_\_\_  
Board President

*Countersigned*

*Countersigned*

BY: \_\_\_\_\_  
Debra L. Salas, City Clerk/Treasurer

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# WOMEN AND CHILDREN'S HORIZONS

*Advocating for Victims of Domestic and Sexual Violence*

November 13, 2015

Anthony Geliche  
Community Development Specialist  
Community Development and Inspections  
City of Kenosha  
625 52<sup>nd</sup> Street, Room 308  
Kenosha, Wisconsin 53140

Re: Request for Extension of Use of CDBG Funds

Dear Mr. Geliche:

Women and Children's Horizons requests an extension for the funds allocated for the Legal Advocacy Program in the amount of \$14,894.00. The funds received in August 2015 support the salary of the Legal Advocacy Manager housed at the Kenosha County District Attorney's office. We are requesting an extension of three (3) months to spend the allocation to comport with the WCH budget.

Thank you for your consideration.

Sincerely,



Beth  
Beth Ballo  
Executive Director

Women and Children's Horizons, Inc. 2525 63rd Street, Kenosha, WI 53143  
Administrative and Support Services: (262) 656-3500 / Fax: (262) 656-3402  
wchkenosha.org



*Proud to be a United Way Agency*

**CONTRACT TO RAZE COMMERCIAL BUILDING (S) AND RESTORE LOT(S):**

at

**6415 28th Avenue, Tax Key No. 01 - 122 - 01- 161- 019  
commonly referred to as the Bastrup Property**

**By And Between**

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

**And**

**MACEMON & SONS, INC.  
A Wisconsin Corporation,**

**THIS CONTRACT**, made and entered into by and between the **THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, duly organized and existing under the laws of the State of Wisconsin, through its Department of Finance, hereinafter referred to as "**CITY**", and **MACEMON & SONS, INC.**, a Wisconsin Corporation, with its principal place of business located at 5927 Middle Road, Racine, Wisconsin 53402, hereinafter referred to as "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS, CONTRACTOR** has submitted to **CITY** a written proposal(s) to raze one or more buildings according to the Specifications and Special Conditions contained in the Request for Proposals, and **CITY** has accepted said Proposal, subject to **CONTRACTOR** entering into and abiding by the terms and conditions of this **CONTRACT**; and,

**NOW, THEREFORE**, in consideration of the mutual undertakings, promises, agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the sufficiency of which is hereby acknowledged, **CITY** and **CONTRACTOR** agree as follows:

**1. DEFINITIONS.**

a. "**CITY**" shall mean the City of Kenosha, Wisconsin.

b. "**DIRECTOR**" shall mean the Department Head of the City of Kenosha Community Development & Inspections Department, and includes designee(s).

c. "**CONTRACT**". The following documents comprise the complete **CONTRACT**: Request for Proposal, Proposal, Site Inspection Reports, Executed Contract, Environmental/Special Reports, Instructions, Specifications and Special Conditions, Performance Bond, Certificates of Insurance, State Notifications and Approvals, Affidavit of Organization and Authority and Careful Inspection of Site and Preparation of Proposal, Determinations of City representative in charge of Project, Change Orders,

Affidavit Respecting Construction Lien Waivers/Releases, **CONTRACT** notices and such other documents as are referenced herein. Any of such documents which are not physically attached to this **CONTRACT** are on file in the Department of Finance and are incorporated into this **CONTRACT** by reference.

d. "**CONTRACTOR**" shall mean the party who proposed to do **WORK** herein described whose Proposal was accepted by **CITY** Director of Finance. The term shall include any approved subcontractors.

e. "**WORK**" means any contractual endeavor undertaken by **CONTRACTOR**, by itself and through approved subcontractors, to accomplish removal and proper disposal of all friable asbestos containing material, the razing of specified building(s), concrete removal and repair, capping of laterals as defined, and lot restoration, including, but not limited to, the provision of labor, service, materials, the oversight of approved subcontractors, and the disposal and proper disposal of materials and debris arising out of the remediation, the razing and restoration.

f. "**OVERPAYMENT**" means any money **CONTRACTOR** received which **CONTRACTOR** was not entitled to receive under this **CONTRACT**, including, but not limited to, excess payment made in error and payment for defective and/or rejected **WORK** which was redone or replaced and accepted by **CITY**.

2. **WORK TO BE PERFORMED BY CONTRACTOR AND PRICE/COST.**  
**CONTRACTOR**, for the sum of One Hundred Eight Nine Thousand Five Hundred Dollars and Zero Cents (\$ 189,500.00), will perform and complete, or will cause to be performed and completed, all **WORK** defined in this **CONTRACT**, in a good and workmanlike manner, and it will do so in accordance with and subject to the provisions of this **CONTRACT**. **WORK** shall consist of the razing, capping of laterals, friable asbestos and other debris removal and disposal, lot restoration and adhering to all of the requirements of the WPDES Construction Site Storm Water Permit for:

a. **6415 28th Avenue, Kenosha, Wisconsin 53143**  
**Tax Parcel No. 01-122 -01-161 -019**

Description: The remains of a two (2) story concrete block and wood frame commercial structure consisting of approximately twenty-six thousand five hundred and sixty-one (26,561) square feet with a partial basement.

**WORK** shall be performed in accordance with Instructions, Specifications and Special Conditions. In the event of a conflict between this **CONTRACT**, the Specifications and Special Conditions, the Specifications and Special Conditions shall control and supersede any inconsistent **CONTRACT** provision(s).

**CONTRACTOR** will perform and complete, or will cause to be performed and completed, replacements of public sidewalk exceeding two hundred sixty five(265) square feet to be designated by **CITY** at Five Dollars and Zero Cents (\$5.00) per square foot, all in a good workmanlike manner and in accordance with and subject

to the provisions of the **CONTRACT**. **CITY**, prior to the notice to proceed, shall mark the sidewalk to be replaced. Any public sidewalk not designated for replacement but becomes damaged in the performance of said **WORK**, shall be replaced at **CONTRACTOR'S** cost and expense.

**CITY** has obtained a WPDES Construction Site Storm Water Runoff Permit. **CONTRACTOR** is responsible to implement all actions and maintain all records required of the permit throughout construction including, but not limited to, inspections at least every seven (7) days and within twenty-four (24) hours of a rainfall event of one-half inch (0.5") or greater. **CONTRACTOR** must maintain weekly written reports of all inspections made per Wisconsin Department of Natural Resources requirements. Permit must be posted in a conspicuous place at the construction site.

3. **COMMENCEMENT AND DILIGENT PROSECUTION OF WORK.** **CONTRACTOR** will prosecute **WORK** diligently until fully complete in accordance with this **CONTRACT**. **CONTRACTOR** shall obtain required permits and commence remediation and demolition **WORK** no later than fifteen (15) days of Notice of Award of **CONTRACT** and Direction to Proceed. Demolition work is to be completed within forty-five (45) days from the written Direction to Proceed.

**CONTRACTOR**, in the event of a dispute respecting quantity or quality of **WORK**, shall not refuse to perform **WORK** and shall not delay the performance of **WORK** pending the resolution of said dispute. Arbitration is not herein provided for and unresolved disputes may be settled through the Courts.

**CONTRACTOR** has the duty of requesting an extension of time to complete the **WORK** from the **DIRECTOR**, in writing, prior to the time for **CONTRACT** completion, where the progress of the **WORK** was delayed such that the **WORK** will not be completed on time, and **CONTRACTOR** was not responsible for such delay. Should **DIRECTOR** grant an extension, **CONTRACTOR** will not be liable for liquidated damages arising out of the delay. Should **DIRECTOR** determine that the **WORK** will not be completed on schedule through normal methods and where no request for a time extension has been requested, or if requested, such request was not justified, **DIRECTOR** shall provide **CONTRACTOR** with written notice requiring **CONTRACTOR** to take such extraordinary measures as may be required to complete **WORK** on time, or as close to on time as possible. The failure of **CONTRACTOR** to take such extraordinary measures shall be grounds for **CITY** to suspend **WORK** by **CONTRACTOR** and take such other measures as will assure completion of **WORK** within the **CONTRACT** time, or if that is impossible, within a reasonable time. However, nothing herein contained shall prevent **DIRECTOR** from stopping the **CONTRACTOR** from proceeding with **WORK** beyond the time set for the completion date where the completion date was not extended.

4. **CONTRACT TERM.** The term of this **CONTRACT** shall be from the date of execution until each of the following:

- a. Respecting **WORK**, until completion and acceptance.

- b. Respecting warranty, until expiration of warranty term.
- c. Respecting Indemnity and Hold Harmless Agreement and Liability Insurance, until claims filed, if any, are resolved, or expiration of Statute of Limitations where no claims filed.

5. **TERMINATION FOR CAUSE.** In the event either party should fail to fulfill in a timely manner its obligation under this **CONTRACT**, the non-breaching party shall thereupon have the right to terminate the **CONTRACT** by giving a ten (10) day written notice to the breaching party of such breach and specifying the date of the termination, if the breaching party has not timely rectified and remedied the purported breach to the satisfaction of the party that gave notice of the breach.

**CONTRACTOR** shall perform no new or additional **WORK** upon receipt of a notice of termination without the advance, written permission of **DIRECTOR**, except as necessary to cure the default, but not beyond the ten (10) day period to cure.

6. **PERFORMANCE AND PAYMENT BOND/ASSURANCE.** **CONTRACTOR** shall prior to approval of the **CONTRACT** obtain a Performance and Payment Bond or other assurance required by **CITY**, in a form approved by the **CITY**, in the sum of the accepted Proposal. **CONTRACTOR** understands that **CITY** may file a claim against this bond or assurance should any of the provisions of this **CONTRACT** not be faithfully and timely performed by **CONTRACTOR**.

7. **DIRECTOR DECISION FINAL** Should any dispute arise at any time between **CONTRACTOR** and **CITY** as to the true meaning or requirements of this **CONTRACT**, or as to the manner of execution of **WORK**, or as to the quality of **WORK** executed, or as to the quality or quantity of materials used, or as to the timely completion of the **WORK**, the decision of **DIRECTOR** shall be final and conclusive, until and unless set aside by a Court of law.

**CONTRACTOR** agrees that should any decision of the **DIRECTOR** be challenged in Court, the Court may only set aside a decision of **DIRECTOR** if it is wholly arbitrary and capricious and/or made in complete disregard of disputed facts.

8. **METHODS, LABOR, EQUIPMENT, MATERIALS AND SUPPLIES.** **CONTRACTOR** shall select such methods and equipment for the performance of all operations connected with **WORK** as will assure professional quality of **WORK** and a rate of progress which will assure the timely completion of **WORK**. **CONTRACTOR** is responsible for furnishing all labor, equipment, material and supplies required to perform **WORK**.

9. **SUSPENSION OF WORK BY CITY.** **DIRECTOR** shall have authority to suspend **WORK** where he believes that **CONTRACTOR** is not performing **WORK** in accordance with this **CONTRACT**. **CONTRACTOR** shall have no right to additional compensation for delay or a right to an extension of time to complete **WORK** where **WORK** is suspended by **DIRECTOR** for good cause.

10. **INJUNCTIONS.** Should a preliminary or temporary injunction suspend **WORK** for a period of time, the deadline for completion of **WORK** shall be extended by such time as the preliminary or temporary injunction was in effect. In the event a permanent injunction or Court order or judgment prohibits **WORK**, this **CONTRACT** shall be null and void as of the date such injunction, Court order or judgment becomes final, although **CONTRACTOR** shall be entitled to reasonable compensation for **WORK** performed to that date. In the event a permanent injunction, Court order or judgment reduces the scope of **WORK**, this **CONTRACT** shall be deemed modified in accordance therewith and compensation of **CONTRACTOR** shall be proportionately reduced to reflect the decrease in the scope of **WORK**.
  
11. **CHANGE ORDERS FOR ADDITIONAL WORK, ADJUSTMENT IN PRICE.** **CONTRACTOR** does not have the discretion to refuse to comply with a Change Order to increase the scope of **WORK** identified in **CITY** Request for Proposals. Increases in the scope of **WORK** shall result in a determination of **CONTRACTOR'S** additional compensation based upon good faith negotiation, with the **CONTRACT** as a guideline. Change Orders must be approved by the **CITY**, and by **CONTRACTOR**, and upon approval and execution, shall be considered a **CONTRACT** amendment, to be kept on file in **CITY** Department of Finance, and incorporated into this **CONTRACT** by reference. Should **CONTRACTOR** refuse to sign a Change Order under circumstances where there is no discretion to do so, said Change Order will be in full force and effect without said signature, provided **DIRECTOR** attaches thereto a written report so indicating.
  
12. **CLAIMS AND DEADLINES FOR ADDITIONAL COMPENSATION.** Any claim by **CONTRACTOR** for additional compensation arising out of extenuating circumstances not covered by this **CONTRACT** shall be submitted, in written form, to the **DIRECTOR** within fourteen (14) calendar days of the event giving rise to or forming the basis for such claim, or be deemed forever waived. When the claim for additional compensation involves **WORK** which will be covered and unavailable for inspection within said fourteen (14) day period of time, then **CONTRACTOR** shall promptly provide **DIRECTOR** with informal notice and an opportunity for inspection although a formal claim need not be filed earlier than as above provided. **CONTRACTOR** further has a duty to, from time to time, notify **DIRECTOR** of any facts or events which may lead to a claim for additional compensation as soon as **CONTRACTOR** is aware of such facts or events.
  
13. **WAIVER OF RIGHTS.** No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. **SUBCONTRACTORS, MAJOR SUPPLIERS, AND MATERIAL DUMPING OR DISPOSAL SITES.** CONTRACTOR will only use subcontractors, major suppliers and dumping or disposal sites, which are listed in this CONTRACT. Major material suppliers shall be those providing over \$5,000.00 in materials. Any changes in said list must be approved by CITY. CONTRACTOR is responsible for the WORK of subcontractors and for delays in Work occasioned thereby.
- CONTRACTOR has a duty to remove and replace subcontractors whose involvement in WORK will result in a breach of this CONTRACT. Furthermore, should DIRECTOR, in his/her sole discretion determine the subcontractors and/or suppliers involvement in the WORK will result in a breach of the CONTRACT, DIRECTOR shall have the right, in writing, to compel CONTRACTOR to remove and replace said subcontractors and/or suppliers. Should CONTRACTOR fail to comply with the requirements of providing notice or removing and replacing subcontractors, CITY shall have the option to declare the CONTRACTOR in breach and exercise the rights pursuant to Section 31 herein.
15. **CONTROL AND PROTECTION OF WORK SITE.** CONTRACTOR shall be responsible for the control and protection of WORK site from commencement of WORK until WORK is completed. CONTRACTOR shall keep the site secure and inaccessible to the public.
16. **SALVAGE RIGHTS.** CONTRACTOR shall have all salvage rights by virtue of this CONTRACT.
17. **CITY COOPERATION.** CITY will reasonably cooperate with CONTRACTOR to facilitate CONTRACTOR'S performance of WORK. CONTRACTOR will provide reasonable notice to CITY when the assistance thereof is requested. However, CITY has no obligation to supervise or perform any part of WORK.
18. **GOVERNMENTAL PERMITS AND APPROVALS.** CONTRACTOR is fully responsible, at CONTRACTOR'S cost and expense, to procure such permits and approvals as may be required from any governmental body, including the CITY, as a precondition to the performance of WORK, including, but not limited to, raze permit, erosion control permit, permits to temporarily obstruct streets, and asbestos removal permit from the State of Wisconsin, Department of Natural Resources, where an exemption is not applicable.
19. **LAW, RULES AND REGULATIONS.** CONTRACTOR shall comply with all Federal, State and local laws, rules, regulations and codes applicable to the performance of this CONTRACT and WORK including, but not limited to, any requests imposed by the State of Wisconsin's Department of Natural Resources.
20. **CONTRACTOR'S EMPLOYEES AND ON-SITE REPRESENTATIVES.** Although CONTRACTOR performs WORK as an independent contractor, DIRECTOR shall have the right to request CONTRACTOR to remove and replace any of CONTRACTOR'S employees involved in WORK when said employee does not

furnish quality workmanship or is uncooperative with or disrespectful to any CITY personnel associated with WORK. CONTRACTOR shall comply with any reasonable request.

21. **CONTRACTOR**, at all times WORK is being performed, shall assign an employee or agent on the WORK site to be the person to whom DIRECTOR may furnish instructions or orders, or make inquiries of at all times when WORK is being performed. The name of such employee or agent shall be submitted to DIRECTOR, in writing, upon commencement of WORK.

22. **WATER USE.** CONTRACTOR has the obligation of arranging with the Kenosha Water Utility for the use of water and may not use any Kenosha Water Utility hydrants or other water source without making arrangements in advance.

CONTRACTOR, where water is required, will be required to obtain a Hydrant Permit and meter from the Kenosha Water Utility, 4401 Green Bay Road. Any deposit and fee shall be paid by CONTRACTOR.

23. **SANITATION AND HEALTH.** CONTRACTOR has the obligation of arranging for drinking water and sanitary conveniences for employees, subcontractors, suppliers, and agents thereof and for taking such WORK site precautions as will deter the spread of infectious diseases. CONTRACTOR shall not use materials in such manner as to pose a health hazard. CONTRACTOR shall obey all lawful orders received from a County Health Department Sanitarian, or from any duly authorized employee of any Federal or State agency having jurisdiction over employee, public health, safety or welfare.

24. **INSPECTION.** CITY has the right, at its cost and expense, to assign or retain inspectors to determine that WORK is in conformance with the CONTRACT. However, only DIRECTOR can reject WORK. The use of inspectors by CITY shall not relieve CONTRACTOR of the duty of making its own inspections and of itself rejecting improper or defective WORK, by its employees, subcontractors, suppliers and agents. The failure of a CITY inspector to notice or reject improper or defective WORK shall not waive any rights of DIRECTOR to have CONTRACTOR take corrective action at CONTRACTOR'S cost and expense to remedy such deficiencies or defects, when discovered. The use of inspectors by CITY shall not relieve CONTRACTOR of its duty to maintain a safe workplace.

25. **WORKMANSHIP.** Workmanship shall conform to the best standard practice in Southeastern Wisconsin. Equipment and procedures used must be suitable to and compatible with the nature of the WORK, WORK site and prevailing year-round weather conditions which affect WORK and the WORK site.

26. **UTILITIES.** CONTRACTOR has the obligation of obtaining utility locations, clearances, hookups or cutoffs directly from the relevant utility at CONTRACTOR'S cost and expense. The CITY shall disconnect gas and electrical power and remove power lines from the building(s) or structure(s) being razed.

27. **CLEANUP. CONTRACTOR** shall at all times keep the site and off-site areas related to **WORK**, including all right-of-ways, streets, highways, alleys and private or public property adjacent to the **WORK** site, in a clean and sanitary condition, free from any rubbish, debris, surplus or waste materials that have accumulated as a result of **WORK**.

Within ten (10) days after the completion of **WORK**, **CONTRACTOR** shall remove all surplus materials, tools, equipment or plants, leaving the **WORK** site and off site areas related to **WORK**, unobstructed, clean and sanitary, ready for their intended use and in as safe a condition as their nature will reasonably permit. Should **CONTRACTOR**

neglect any such duty, **DIRECTOR** may cause any such **WORK** to be performed at **CONTRACTOR'S** cost and expense.

28. **FOUNDATIONS AND EXCAVATIONS. CONTRACTOR** assumes all risks and costs and expenses associated with foundations and excavations, whether actual or, where in **CITY's** opinion, there exists potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow. An inspection by **CITY** shall be performed prior to back filling. **CONTRACTOR** shall coordinate with the Department of PublicWorks in performing said inspection. Should said inspection, in **CITY's** opinion, indicate any or all potential of (1) collapse; (2) damage to abutting public or private property; or (3) problems associated with subsurface or surface waters, ice or snow, **CONTRACTOR** shall undertake any action requested by **CITY** to address said concerns.

29. **PAYMENT OF EMPLOYEES, MINIMUM WAGE SCALE, SUBCONTRACTORS AND SUPPLIERS. CONTRACTOR** shall promptly pay all employees, subcontractors and suppliers for all work, labor, services, supplies or materials which they may directly or indirectly furnish in the fulfillment of this **CONTRACT** and **CONTRACTOR** shall secure, as soon as possible, a waiver of liens or the release of any and all liens which may attach as a result of the **WORK**. **CONTRACTOR**, as a condition of payment, shall execute an Affidavit Respecting Construction Lien Waivers/Releases and file such document with **CITY** Director of Finance. **CONTRACTOR**, under Section 5.10 of the City of Kenosha Code of General Ordinances, is required to pay their employees in accordance with a minimum wage scale determined by the State Department of Workforce Development. The **CONTRACTOR** shall keep full and accurate records, clearly indicating the name and trade or occupation of every laborer, worker, or mechanic employed in connection with the Project, and an accurate record of the hours worked by each employee and the actual wages paid therefor. **CONTRACTOR** shall submit an affidavit with the final request for payment stating it has complied with all the prevailing wage conditions.

30. **LIQUIDATED DAMAGES FOR DELAYS IN CONTRACT COMPLETION.** In the event that **CONTRACTOR** fails to fully and completely perform **WORK** within the time limit or time extension provided, **CONTRACTOR** shall pay to **CITY** for such default the sum of One Hundred (\$100.00) Dollars per day, for each and every day's delay in the fulfillment of this Contract provision. This sum shall be considered and treated not as a penalty, but as fixed, agreed and liquidated damages due **CITY** from

**CONTRACTOR.**

31. **RIGHTS OF CITY UPON CONTRACTOR DEFAULT.** **CONTRACTOR** recognizes the right of **CITY** to suspend **WORK**, to order the revision of nonconforming **WORK**, to relet all or part of **WORK** or to itself perform such **WORK** as may be required to ensure the timely completion of **WORK** or to replace improper or defective **WORK**, as determined necessary by **DIRECTOR**. However, none of the above shall relieve **CONTRACTOR** of its obligations under this **CONTRACT**.
32. **OVERPAYMENTS AND SETOFFS UNRELATED TO CONTRACT.** **CONTRACTOR** will promptly, upon receipt of written demand from **DIRECTOR**, refund any overpayments received thereby. Should **CONTRACTOR** not comply with said request within thirty (30) days of receipt of written notice, **CONTRACTOR** shall pay **CITY** interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full. Should **CONTRACTOR** owe **CITY** any money which is lawfully due and payable on any account receivable or on any personal property tax, forfeiture or fee, whether or not related to **WORK** under this **CONTRACT**, **CONTRACTOR** authorizes **CITY** to deduct said amount from any payment due **CONTRACTOR** hereunder.
33. **SAFETY PRECAUTIONS.** **CONTRACTOR**, during the performance of Work, shall assume control of the Work site and put up and properly maintain, at **CONTRACTOR'S** cost and expense, adequate barriers, warning signs, lights and such other devices and take such measures as will make **WORK** site as safe as the nature of the premises will reasonably permit to protect frequenters as well as persons using abutting private or public property, from any and all dangers associated with **WORK**, during both day and night hours. **DIRECTOR** may order **CONTRACTOR**, by a time or date certain, to take designated safety measures and the failure of **CONTRACTOR** to promptly obey said order shall result in a penalty of One Hundred (\$100.00) Dollars per day for each day said order is not complied with. **CONTRACTOR** shall be fully responsible for making the **WORK** site as safe as its nature will reasonably permit and may not rely upon any inspections, instructions or orders of **DIRECTOR** or **CITY** inspectors or lack thereof, in this regard. **CONTRACTOR** has an obligation to check warning and safety devices on a daily basis. In the event of termination of this **CONTRACT** prior to completion of **WORK**, **CONTRACTOR** shall continue to be responsible for maintaining the safety of the **WORK** Site until relieved of the obligation by **DIRECTOR** or until another contractor takes possession of the **WORK** Site.
34. **PAYMENT – ACCEPTANCE OF WORK.** Payment shall be made by **CITY** upon completion of **WORK** and submission of invoice to **CITY** Director of Finance, within fifteen (15) days after **DIRECTOR** executed a document accepting **WORK** as being performed in accordance with this **CONTRACT**, subject to the following.
- ◆ Payment will not be made for so long as any order made to **CONTRACTOR** by **DIRECTOR** seeking compliance with the **CONTRACT** is not complied with. Payment will be reduced by the amount of any claim which **CITY** may have against

**CONTRACTOR** for improper, defective or rejected **WORK** or liquidated damages due to delay in the schedule of time for **WORK** completion; failing to take safety precautions; by the amount of setoffs authorized by this **CONTRACT**, or for any other primary liability of **CONTRACTOR** for which **CITY** could be secondarily liable, which secondary liability was not assumed by **CITY** under this **CONTRACT**.

- ◆ **WORK** shall not be accepted by **DIRECTOR** until all employees, subcontractors and suppliers have been fully paid for all labor, services, supplies or materials provided thereby, and lien waivers or releases have been procured and filed with the **CITY'S** Community Development and Inspections Department.

35. **INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION.** **CONTRACTOR** acknowledges that it is an independent contractor and that its employees and agents are not the employees of the **CITY** for purposes of Worker's and Unemployment Compensation or any other purpose. **CONTRACTOR** shall be responsible for Worker's and Unemployment Compensation with respect to its employees.
36. **PROHIBITIONS AS TO ASSIGNMENT, SUBCONTRACTING AND JOINT VENTURES.** **CONTRACTOR** may not assign this **CONTRACT**, enter into a joint enterprise or sublet any **WORK** without the express written approval of **DIRECTOR** and **CITY** is not liable for any costs and expenses arising therefrom. Listed subcontractors, major suppliers, and dumping and disposal sites are excepted from this prohibition. An unlawful assignment, joint enterprise or subletting shall render this **CONTRACT** voidable by the **DIRECTOR** as of the date thereof, and **CITY** will not be obligated to pay to **CONTRACTOR** any money for any **WORK** performed by an unauthorized party. However, if this **CONTRACT** is voided, **CONTRACTOR** will continue to be responsible for maintaining the safety of the **WORK** site until relieved of this obligation by **DIRECTOR** or until another **CONTRACTOR** takes possession of the **WORK** site. The **CONTRACTOR** will be responsible for any cost, loss, expense or damages the **CITY** may incur in enforcing this provision.
37. **INDEMNITY AND HOLD HARMLESS AGREEMENT.** **CONTRACTOR** agrees that it will, at all times relevant to this **CONTRACT**, defend, indemnify and hold harmless, **CITY** and its officers, agents, employees and representatives, from and against any and all liability, loss, injury, charges, damages, claims, judgments, costs, expenses or attorneys fees, which they may hereafter sustain, incur or be required to pay as a result of any action taken or not taken by **CITY** or its officers, agents, employees or representatives to supervise or oversee the adequacy of safety precautions taken by **CONTRACTOR** or as a result of the willful or negligent act or omission of **CONTRACTOR** and its subcontractors, suppliers, assigns, employees, officers, agents or representatives, resulting in any person or party suffering or sustaining personal injury, death or property loss or damage, or a violation of any other right protected by law.
38. **INSURANCE.** **CONTRACTOR** and subcontractors shall procure and maintain, during

the Term of this **CONTRACT**, insurances as hereinafter specified, issued by a Company authorized and licensed to do business in the State of Wisconsin, having a minimum AM Best rating of A-. The insurance policy or policies shall name the **CITY** as an additional insured and contain a clause that in the event any policy issued is canceled for any reason, or any material changes are made therein, the **CITY** will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or any change takes effect. **CONTRACTOR**, shall furnish: (a) Certificate of Insurance(s) and endorsement(s) indicating compliance with this Section, including naming **CITY** as "additional insured". Throughout the duration of the **WORK**, certificates of policy renewals shall be furnished to **CITY** within five (5) days of any such request.

The following insurance coverages must be in effect and continue in effect during the term(s) of **CONTRACT** in not less than the following amounts:

**a) Commercial General Liability**

One Million Dollars (\$1,000,000.00), Per Occurrence  
Two Million Dollars (\$2,000,000.00), Aggregate

**b) Automobile Liability (owned, non-owned, leased)**

Combined Single Limit of One Million Dollars (\$1,000,000.00):

**c) Excess Umbrella Liability:**

Minimum limit of Three Million Dollars (\$3,000,000.00). Said umbrella policy shall provide the same protection and coverage as the Commercial General Liability Policy and shall not have any exclusions or limits not identified in the Commercial Liability Policy.

**d) Pollution Legal Liability:**

Minimum liability of Two Million Dollars (\$2,000,000.00)

**e) Worker's Compensation: Statutory Limits:**

i. Employer's Liability

One Hundred Thousand Dollars (\$100,000.00), Each Accident  
One Hundred Thousand Dollars (\$100,000.00), Disease, Each Employee  
Five Hundred Thousand Dollars (\$500,000.00), Disease, Policy Limit

**39. COOPERATION.** **CONTRACTOR** shall cooperate with representatives of any and all Local, Federal or State agencies having authority over or providing funding for **WORK**. Further, although **CONTRACTOR** has possession of **WORK** site, it shall permit **CITY** employees and representatives, and employees and representatives of any Federal or State funding agency to have reasonable access to **WORK** site at all times.

**40. SEVERABILITY.** It is mutually agreed that in case any provision of this

**CONTRACT** is determined by a Court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this **CONTRACT** shall remain in full force and effect.

41. **NONDISCRIMINATION.** In the performance of **WORK** under this **CONTRACT**, **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation, because of race, religion, marital status, age, creed, color, sex, handicap, national origin, or ancestry, sexual orientation, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, political beliefs or student status. Work is to be performed in accordance with the Federal Americans With Disabilities Act.
42. **NO THIRD PARTY BENEFICIARIES.** This **CONTRACT** is intended to be solely for the benefit of the parties hereto. No part of this **CONTRACT** shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including, but not limited to, employees of either of the parties.
43. **FULL AGREEMENT – MODIFICATION.** This **CONTRACT** shall be the full and complete agreement and understanding of the parties and shall supersede all oral or written statements or documents inconsistent herewith. This **CONTRACT** can be modified, in writing, by the mutual agreement of the parties hereto, said amendment to be attached hereto and incorporated herein, it being expressly understood that **CITY** Director of Finance must approve any amendment of this **CONTRACT**.
44. **NOTICES.** Any notice required to be given to any party to this **CONTRACT** shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery if by hand, or mailing if by certified mail.

If to **CITY**: Director of Community Development and Inspections  
625-52nd Street, Room 308  
Kenosha, Wisconsin 53144

With a copy to: Office of the City Attorney  
Municipal Building, Room 201  
625 52nd Street,  
Kenosha, Wisconsin 53140

-and-

Department of Finance  
Municipal Building, Room 208  
625 52nd Street, Room 208  
Kenosha, Wisconsin 53140

If to **CONTRACTOR**: Daniel Macemon, Vice President

5927 Middle Street  
Racine, Wisconsin 53402

45. **EXECUTION AUTHORITY.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power to execute this **CONTRACT**; (b) the execution and delivery of this **CONTRACT** by the undersigned, and the performance of its terms thereby have been duly and validly authorized and approved by all requisite action required by law; and (c) this **CONTRACT** constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of this **CONTRACT**.

**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this **CONTRACT** on the dates below given.

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

By: \_\_\_\_\_  
KEITH G. BOSMAN, Mayor

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

By: \_\_\_\_\_  
DEBRA SALAS, City Clerk/Treasurer

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

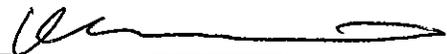
**STATE OF WISCONSIN )  
                                  :SS.  
COUNTY OF KENOSHA)**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_, **KEITH G. BOSMAN, Mayor, and DEBRA SALAS, City Clerk/Treasurer of THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Contract of said municipal corporation, by its authority.

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

**MACEMON & SONS, INC.:**

**A Wisconsin Corporation**

BY:   
DANIEL MACEMON, Vice President

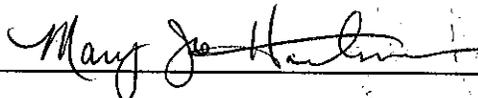
Date: 10-30-15

**STATE OF WISCONSIN)**

**:SS.**

**COUNTY OF RACINE)**

Personally came before me this 30<sup>th</sup> day of October, 2015,  
Daniel Macemon, VP of Macemon & Sons Inc., a  
Wisconsin Corporation, to me known to be such Owner of said  
corporation, and acknowledged to me that he executed the foregoing  
instrument as such Owner as the Contract of said corporation by its authority.



Notary Public, Racine County, WI

My Commission expires/is: 2/5/17



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:  
DAVID SCHUPPLER, MARSHA J. SCHUPPLER, BEN WIEDENMAN, MAX W INGRAM, OF WAUWATOSA, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO MILLION DOLLARS(\$2,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 3RD day of SEPTEMBER, 2014.

*Phyllis M. Johnson*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 3RD day of SEPTEMBER, 2014, personally came before me, Alan Pavlic and Phyllis M. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2018

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-0931



Signed and sealed at the City of Brookfield, WI this 9th day of November, 2015.

*James S. Schermer*  
Assistant Secretary

DAVID SCHUPPLER & ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



Old Republic Surety Company

**PERFORMANCE AND PAYMENT BOND**

Bond No. 1214555

KNOW ALL MEN BY THESE PRESENTS:

That Macemon & Sons, Inc as Principal, and

Old Republic Surety Company as Surety, are held and firmly bound unto \_\_\_\_\_

The City of Kenosha, Kenosha, WI as Obligee, in the full and just sum

of One Hundred Eighty Nine Thousand Five Hundred and 00/100\*\* Dollars (\$ 189,500.00 ),  
lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their  
and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated November 9, 2015 with the Obligee for

Raze Commercial Building and restore lot at 6415 28th Avenue, Tax Key No. 01-122-01-161-019, commonly referred to as the Bastrup Property

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Now, Therefore, The Condition Of This Obligation Is Such, that if the Principal shall faithfully perform said contract according to its  
terms, covenants and conditions and shall promptly pay all persons supplying labor or material to the Principal for use in the prosecution  
of the work under said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

Subject to the named Obligee's priority, all persons who have supplied labor or material directly to the Principal for use in the prosecution  
of the work under said contract shall have a direct right of action under this bond.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of which Principal ceased work  
on said contract. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended  
to equal the minimum period of limitation permitted by such law.

Signed, sealed and dated this 9th day of November 20 15.

\_\_\_\_\_  
(Witness) }  
By Macemon & Sons, Inc.  
(Principal) (Seal)  
[Signature]  
\_\_\_\_\_  
(Title)

Old Republic Surety Company  
(Surety)

By [Signature]  
\_\_\_\_\_  
Marsha J Schuppler Attorney-in-Fact

ORSC 22112 (6-93)





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

**FROM:** Rich Schroeder, Deputy Director   
Department of Community Development and Inspections

**SUBJECT:** Request from Bukacek Construction to Refund Penalty Fees in the Total Amount of \$22,825.50 for Work Performed Prior to Obtaining Permits at 4222 91<sup>st</sup> Avenue (District 16)

**DATE:** December 2, 2015

---

The contractor, Bukacek Construction, for the project at 4222 91<sup>st</sup> Avenue (Stein Aircraft Hangar) has submitted an appeal for a refund of a penalty fee of \$22,825.50 for work started without a permit. The penalty applies to work started on a new building without permits.

Chapter 9.07 C of the Code of General Ordinances indicates that when a permit is required and work is started prior to obtaining such permit, then the fees shall be doubled. Any reduction to the penalty requires Common Council approval.

The following sequence of events is pertinent to this issue:

- |                   |   |
|-------------------|---|
| August 6, 2014    | A Footing and Foundation Permit application is submitted.   |
| August 13, 2014   | The Footing and Foundation Permit is approved for issuance.   |
| August 18, 2014   | Contractor (Bukacek) pays for and is issued the Footing and Foundation Permit.  |
| November 7, 2014  | A permit application for an institutional new building is submitted.  |
| November 17, 2014 | Work begins on erecting the building (prior to the issuance of the Institutional New Building Permit). The project manager is informed that the permit fees will be doubled.                        |
| November 20, 2014 | The Institutional New Building Permit is approved for issuance. The contractor is notified of the amount due.   |
| November 24, 2014 | The contractor pays the permit fee plus penalty. The New Building Permit is issued.   |
| July 10, 2015     | The building is found to be occupied without permits and approvals by City Departments. A 5X penalty is applied to the Occupancy Permits. The applicant is not appealing this penalty at this time. |
| October 12, 2015  | A temporary Occupancy Permit is issued.   |

Recommendation:

Since work began without a valid Building Permit, a recommendation is made to deny the petitioner's request.

RPS:saz

**APPEAL FORM**

Property Address: 4222 91st Avenue, Kenosha, WI 53144 Date: October 26, 2015

Appeal is for:  Special Assessment  Reinspection Fee  Board-up Fee  Penalty Fee  
 Other \_\_\_\_\_

Amount: ~~\$22,537.00~~ \$22,825.50

Property Owner: Stein's Aircraft Services

Petitioner: Bukacek Construction Group, Inc.

Mailing Address: 2429 Summit Avenue, Racine, WI 53404

Home Phone Number: \_\_\_\_\_ Daytime Phone Number: (262) 637-9791

E-mail Address: jimc@bukacek.com

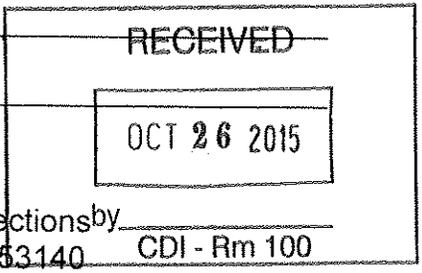
Reason for Appeal (if more space is needed, please attach information to this form): \_\_\_\_\_

1. Footing and Foundation and Erosion Control Permits were issued on 8/18/14. Work began on footings and foundations on 9/2/14.
2. State Approval was issued on 11/6/14.
3. A few columns were stood during the week of 11/17/14. (The steel subcontractor began erecting building columns unaware that this would trigger a penalty.)
4. Application for New Building Permit and Water Utility Fees was submitted with a check on 11/20/15.
5. Penalty of \$22,537.00 plus \$576.00 in other fees was paid on 11/24/14. We respectfully request a refund on the entire penalty due to our good intent and consistent attempt to comply with your requirements and in consideration of the minor infraction and huge sum of money involved in permitting an airplane hangar.

SEE ATTACHED

Petitioner's Signature: *James J. Carver*

Please return to:  
Department of Community Development and Inspections by \_\_\_\_\_  
625 52<sup>nd</sup> Street, Room 100, Kenosha, Wisconsin 53140 CDI - Rm 100  
Phone: 262.653.4263; Fax: 262.653.4254



City of Kenosha  
Department of Community Development and Inspections

APPEAL FORM  
Continuation Sheet

Reason for Appeal:

We respectfully request a full refund of the penalty levied against our firm and paid on 11/24/14. We ask the City to consider:

1. our timeliness and cooperation in all other applications for permits for this project,
2. our intent from the beginning to comply with all City and State Ordinances and Building Codes,
3. the large size of the penalty relative to the complexity and size of the project.
4. that the amount we included in our contract with the Owner for permits was \$\$8,532, and
5. the minor nature of the offense – only a few columns were standing while we submitted the application and check.

The Chronology of events was as follows:

1. Footing and Foundation and Erosion Control Permits were issued on 8/18/14
2. After establishing erosion control measures, work on the footings and foundations began on 9/2/14
3. A Building Permit issued by Mike Moore was received dated September 20, 2014
4. State of Wisconsin Approval was issued on 11/6/14
5. A few columns were stood during the week of 11/17/14
6. Application for New Building Permit and Water Utility Fees was submitted with a check in the amount of \$39,576.82 on 11/20/14. (Should have been \$39,864.82)
7. A Penalty of \$22,537 plus \$576 in other fees was paid on 11/24/14

10/26/15  
 14:16  
 HOINQ4  
 REV. 3.1

COMMUNITY DEVELOPMENT & INSPECTIONS  
 POST PERMIT PROCESSING PRINT

FOR PERMIT# 160801 - PROJ. ADDR. 04222 091A

STATUS: WI WKS TYPE: ISNB DATE ENTERED: 11/07/14 LAST CHANGE: HSTEVEK  
 LOC. DESCR: STEIN'S AIRCRAF WTR PERM #: 00000 07/06/15  
 DESC2: PRINT NOTE: Y 1ST NOTE: 11/21/14 15:26  
 ISSUE DATE: 11/24/14 PARCEL#:08222321010040 2ND NOTE:  
 3RD NOTE: ACT: ICH  
 OWNER: STEIN'S AIRCRAFT HANGAR CONTRACTOR: BUKACEK CONSTRUCTION  
 4222 91ST AVENUE 2429 SUMMIT AVENUE  
 KENOSHA, WI 53142 RACINE, WI 53404  
 (262) - (262) 637-9791  
 GENL

Estimated cost 3,000,000 \_\_\_\_\_

Business Name STEIN'S AIR HANGAR Area 42,891

Construction Class TYPE IIB Height 38'

Sprinklered: Yes YES No

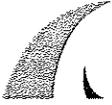
Zoning Review BRW Zoning IP Review Chapter 360-366

RECEIPT#005333 \$62,690.32 CHECK# 49126 BY: BUKACEK C0 11/24/14 HGAILR

FEE	DESC.....	RATE	QTY	PEN	AMT	FEE	DESC.....	RATE	QTY	PEN	AMT	
700	COMM.SQFT.	.50	2891		1,445.50	750	NEW BLDG	2500.00				
751	NEW BLDG	5000.00	4		20,000.00	731	MIN. CMNB	300.00				
804	FPB INSP	72.00	5		360.00	609	PL REV 1	180.00				
810	PL REV 2	300.00				611	PL REV 3	420.00				
812	PL REV 4	540.00				613	PL REV 5	670.00				
814	PL REV 6	780.00				615	PL REV 7	900.00				
816	PL REV 8	1020.00	1		1,020.00	617	PL REV 9	1140.00				
818	PL REV10	1260.00				619	PL REV11	1380.00				
820	PL REV15	1800.00				621	MULT.BLDGS	180.00				
TOTAL FEE AMOUNT:					\$45,651.00	INCLUDING PENALTY AMT:					\$22,825.50	CODE: NP

INSP. DATE:	DESC.	PASS	FAIL	COMMENT
BRW 11/14/14			X	ZONING APPROVES W/ CONDITION THAT APPLICANT MUST AMEND C.U.P. SO THAT ELEVATIONS MATCH. DELAY IN APPROVING PLANS WAS DUE TO DISCUSSIONS WITH APPLICANT ON THE MATTER. SENT TO MIKE'S BIN WITH REQUEST TO RETURN.
IDM 11/14/14				SENT TO FIRE
IDM 05/14/15			X	ROUGH ON ALL FLOORS MET DAVE ON SITE
IDM 06/02/15			X	WANTED FINALS ON NORTH END NO OCCUPANCY AT THIS TIME
SPK 07/06/15			X	HVAC FINAL APPROVED

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 FOR OFFICIAL USE ONLY IF SIGNED BY COMMUNITY DEVELOPMENT & INSPECTIONS PERSONNEL



December 2, 2015

Bukacek Construction Group, Inc.  
2429 Summit Avenue  
Racine, WI 53404

To Whom it May Concern:

**Subject:** Appeal of Penalty Fees for Permits for 4222 91<sup>st</sup> Avenue

The City of Kenosha Finance Committee will review your above-referenced request at their regular meeting to be held on Monday, December 7, 2015, at 6:00 p.m. in Room 204 of the Kenosha Municipal Building, 625 52<sup>nd</sup> Street. (Finance Committee meeting times are subject to change. Please confirm meeting time at <http://www.kenosha.org/council/finagenda.pdf> two (2) days prior to the meeting; or, you may call me at 262.653.4257.)

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

If you have any questions, please contact me at 262.653.4257 or [szampanti@kenosha.org](mailto:szampanti@kenosha.org).

Sincerely,

Sue Zampanti, Secretary

/SAZ



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

**FROM:** Rich Schroeder, Deputy Director *RS*  
Department of Community Development and Inspections

**SUBJECT:** Request from Ronald Truax to Refund Penalty Fees in the Amount of \$60.00 for Work Performed Prior to Obtaining a Fence Permit at 4603 28<sup>th</sup> Avenue (District 7)

**DATE:** November 16, 2015

---

The owner of the property at 4603 28<sup>th</sup> Avenue has submitted an appeal for a refund of a penalty fee of \$60.00 for work that began without a permit. The penalty fee applies to a fence installed without a permit.

Chapter 9.07 C of the Code of General Ordinances indicates that a when a permit is required by this code and work is started prior to obtaining such permit, then the fees shall be doubled. Any reduction to the penalty requires approval by the Common Council.

The following sequence of events is pertinent to this issue:

- |                   |  |
|-------------------|--|
| November 5, 2015  | A City Inspector following up on a complaint of a fence installed without a permit also notes that the fence is installed within the vision clearance area. A door tag is left at the home informing the owner of the violations and that a permit is required at a two-times (2X) fee.  |
| November 6, 2015  | The owner submits the permit application and pays for the permit and the \$60.00 penalty fee. The owner is cooperative with staff and indicates that he will correct the vision clearance issue. He also indicates that he was unaware that he needed the permit, as he was replacing his existing fence. The owner also asks to file an appeal for the penalty. |
| November 11, 2015 | The fence was inspected and found to now be in compliance.   |

Recommendation:

Since work was done without a permit, a recommendation is made to deny the request.

APPEAL FORM

Property Address: 4603-28<sup>th</sup> AVE Date: 11-6-15  
09-222-36-135-002

Appeal is for:  Special Assessment  Reinspection Fee  Board-up Fee  Penalty Fee  
 Other

Amount: \$60.00

Property Owner: Ronald C. TRUAX

Petitioner: RONALD C. TRUAX

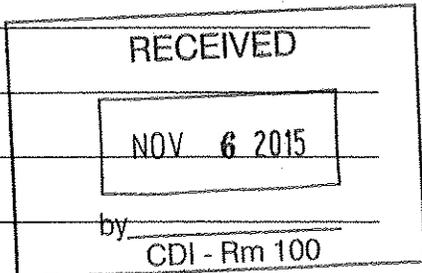
Mailing Address: 4603-28<sup>th</sup> AVE

Home Phone Number: 262 652 1277 Daytime Phone Number: 914 0502

E-mail Address: linda\_ron@shcglobal.net

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

Did not know needed permit for replacing a  
FENCE. FENCE WAS ALWAYS THERE + WE PUT A NEW  
ONE



Petitioner's Signature: Ronald C. Truax

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



**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 21

Approved by Council \_\_\_\_\_

The Finance Committee reviewed the attached listing of disbursement for the period from 11/01/15 through 11/15/15 and have approved the disbursement as follows:

1. Checks numbered from 153438 through 153743 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	2,902,796.03
<b>SUBTOTAL</b>	<b>2,902,796.03</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,310,328.91

**TOTAL DISBURSEMENTS APPROVED** 4,213,124.94

\_\_\_\_\_  
Daniel Prozanski Jr.

\_\_\_\_\_  
Anthony Kennedy

\_\_\_\_\_  
Dave Paff

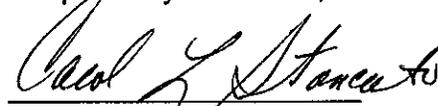
\_\_\_\_\_  
Rocco LaMacchia Sr.

\_\_\_\_\_  
Bob Johnson

\_\_\_\_\_  
Curt Wilson

I have examined the vouchers listed on the attached sheets and have not found any unauthorized or improper payments. It must be understood that this statement in no way should be interpreted as a guarantee that errors do not exist. I have initially examined the attached vouchers for proper account classification. However, the account classifications as shown for the attached vouchers are subject to change upon subsequent review by both myself and respective department heads of the City of Kenosha.

Respectively submitted,

  
\_\_\_\_\_  
Director of Finance

**FISCAL NOTE  
CITY OF KENOSHA  
DEPARTMENT OF FINANCE**

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #21

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 11/24/15

**Prepared By:** 

**Reviewed By:** 

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153438	11/04	KENOSHA CO HEALTH DIVISION	110-04-54101-252-000	11/15 HEALTH SERVICE	50,210.17
153439	11/04	HWY C SERVICE	520-09-50201-347-000	10/15-TD PARTS/SERVI	505.55
153440	11/04	ICMA RETIREMENT TRUST	110-00-21572-000-000	10/16-3/15 CONTRIB	54,822.54
			110-00-21599-000-000	10/16-31/15 CONTRIB	9,933.49
			110-00-21524-000-000	10/16-3/15 CONTRIB	710.00
				..... CHECK TOTAL	65,466.03
153441	11/04	INTERSTATE ELECTRIC SUPPLY	110-03-53109-375-000	10/15-ST ELECTRICAL	37.69
			110-03-53109-375-000	10/15-ST ELECTRICAL	11.17
			110-05-55109-248-000	10/15-PA ELECTRICAL	7.44
				..... CHECK TOTAL	56.30
153442	11/04	KRANZ, INC.	630-09-50101-393-000	09/15-SE PRODUCTS &	217.91
153443	11/04	KENOSHA JOINT SERVICES	110-02-52111-251-000	11/15 JOINT SERVICES	224,412.75
			110-02-52202-251-000	11/15 JOINT SERVICES	56,103.25
				..... CHECK TOTAL	280,516.00
153444	11/04	UNITED HOSPITAL SYSTEMS INC	206-02-52205-318-000	09/15 DRUGS	897.51
153445	11/04	KENOSHA NEWS	110-01-50101-321-000	9/21/15 CC MINUTES	262.30
			110-01-50101-321-000	10/15 CD-AMEND CT N	34.92
				..... CHECK TOTAL	297.22
153446	11/04	SHOPKO STORES	110-02-52204-383-000	10/15 FD HALLOWEEN	299.53
			110-02-52203-382-000	10/15 FD MERCHANDISE	41.76
				..... CHECK TOTAL	341.29
153447	11/04	KENOSHA COUNTY	110-02-52105-283-000	11/15 MONTHLY RENT	11,440.25
153448	11/04	WILLKOMM INC., JERRY	520-09-50106-341-000	10/15 TD DIESEL FUEL	16,310.27
			521-09-50101-341-000	10/15 AR DIESEL FUEL	2,022.86
				..... CHECK TOTAL	18,333.13
153449	11/04	PAYNE & DOLAN INC.	110-03-53103-355-000	10/15-ASPHALT MATERI	928.66
153450	11/04	REINDERS INC.	110-05-55109-344-000	10/15-PA PARTS/SERVI	142.13

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153451	11/04	WEST GROUP	110-01-50301-322-000	09/15-LE SUBSCRIPTIO	280.07
153452	11/04	BROOKS TRACTOR, INC.	110-03-53103-344-000 630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	LOADER REPAIRS 10/15 SE #2344 PARTS 10/15 SE #2592 PARTS 10/15 SE CREDIT PART ..... CHECK TOTAL	6,150.06 1,198.01 555.68 394.70CR 7,509.05
153453	11/04	LARK UNIFORM, INC.	110-02-52103-367-000 110-02-52103-367-000 110-02-52103-367-000	10/15 #458 UNIFORM I 10/15 #378 UNIFORM I 10/15 #15-075473 ..... CHECK TOTAL	293.80 283.90 165.90 743.60
153454	11/04	PAT'S SERVICES, INC.	524-05-50101-282-000	9/14-10/11 GOLF CRSE	252.00
153455	11/04	INDUSTRIAL MARKETING	630-09-50101-393-000	10/15 SWEEPER PARTS	299.22
153456	11/04	LINCOLN CONTRACTORS SUPPLY	110-03-53103-367-000	10/15 ST TOOLS AND S	227.96
153457	11/04	CONCRETE SPECIALTIES CO.	501-09-50105-355-000 501-09-50105-355-000	10/15 SW MATERIALS/S 10/15 SW MATERIALS/S ..... CHECK TOTAL	341.00 282.00 623.00
153458	11/04	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-361-000 110-02-52203-344-000 110-02-52203-344-000	10/15 FD PARTS/MATER 10/15 FD PARTS/MATER 10/15 FD PARTS/MATER ..... CHECK TOTAL	670.37 217.90 93.46 981.73
153459	11/04	VILLAGE OF PLEASANT PRAIRIE	278-00-24206-000-000 278-00-24206-000-000	8/15 SEATBELT GRANT 4/15 SEATBELT GRANT ..... CHECK TOTAL	703.65 703.65 1,407.30
153460	11/04	PACE ANALYTICAL	227-09-50101-219-000 227-09-50101-219-000	9/26/15 LABORATORY 9/24-26 LABORATORY ..... CHECK TOTAL	2,270.00 1,781.00 4,051.00
153461	11/04	CICCHINI ASPHALT LLC	501-09-50105-219-000	10/15 ST ASPHALT INS	540.00
153462	11/04	US CELLULAR	110-02-52109-226-000 110-01-51102-226-000 110-02-52102-226-000 110-05-55101-226-000 110-02-52103-226-000 110-02-52108-226-000 520-09-50401-226-000 110-05-55101-226-000 110-01-51801-226-000 521-09-50101-226-000 110-05-55101-226-000	10/15 CELL GANG UNT 10/15 REMOTE ACCESS 10/15 PD-CELL AIRTM 10/15 PA-CELL AIRTM 10/15 PD-CELL AIRTM 10/15 PD-CELL AIRTM 10/15 TD-CELL AIRTM 10/15 PA-CELL AIRTM 10/15 MB-CELL AIRTM 10/15 AR-CELL PHONE 10/15 PA-CELL AIRTM	320.00 124.36 114.17 21.25 19.11 14.15 6.60 5.25 3.35 1.90 1.40

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52101-226-000	10/15 PD-CELL AIRTM ..... CHECK TOTAL	.65 632.19
153463	11/04	EMERGING COMMUNITIES CORP	420-11-51310-589-000	11/15 CONSULTING SER	2,500.00
153464	11/04	WASTE MANAGEMENT OF WI	110-03-53117-253-417	10/15 COMPACTOR LSE	739.96
153465	11/04	MALSACK, J	110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570 110-09-56501-259-570	10/15 30TH/63RD DBRS 10/15 934 43RD ST 10/15 1310 68TH ST 10/15 1816 30TH AVE 10/15 7206 16TH AVE 10/15 2527 BUCHANAN 10/15 4704 24TH AVE 10/15 5525 8TH AVE ..... CHECK TOTAL	2,878.50 186.72 163.21 159.14 149.23 133.00 103.63 91.43 3,864.86
153466	11/04	JENSEN TOWING	110-02-52103-219-000 110-02-52103-219-000 110-02-52103-219-000	10/15-#15-162684 TOW 10/15-#15-157071 TOW 09/15-#15-147421 TOW ..... CHECK TOTAL	45.00 45.00 10.00 100.00
153467	11/04	KENOSHA STARTER & ALTERNATOR	630-09-50101-393-000	10/15-SE#3174 PARTS/	106.88
153468	11/04	ID SOLUTIONS, INC.	110-01-50101-233-000	IDSOLUTIONS RENEW	571.66
153469	11/04	JX PETERBILT	630-09-50101-393-000	10/15-SE PARTS/SERVI	250.80
153470	11/04	FASTENAL COMPANY	632-09-50101-389-000	10/15 SE TOOLS/MATER	38.25
153471	11/04	AMERICAN HYDRAULICS	630-09-50101-393-000	CYLINDER-FLEET 2920	6,790.00
153472	11/04	DAN'S TOOLS INC.	110-03-53103-361-000	10/15 ST TOOLS, SUPP	69.95
153473	11/04	MCI SERVICE PARTS INC.	520-09-50201-347-000	10/15-GMC COACH PART	384.05
153474	11/04	DEMARK, KOLBE & BRODEK, SC	110-01-50101-219-000	09/15 LEGAL SERVICES	1,343.00
153475	11/04	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000 630-09-50101-393-000 520-09-50201-347-000	10/15-TD SHOP SUPPLI 10/15-CE FASTENERS 10/15-TD SHOP SUPPLI ..... CHECK TOTAL	421.22 381.79 209.45 1,012.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153476	11/04	MENARDS (KENOSHA)	110-02-52204-344-000	10/15-FD MERCHANDISE	475.10
			110-05-55109-357-000	10/15-PA MERCHANDISE	323.85
			205-03-53119-357-000	10/15-ST MERCHANDISE	208.97
			205-03-53119-357-000	10/15-ST MERCHANDISE	198.42
			110-05-55109-244-000	10/15-PA MERCHANDISE	84.37
			110-02-52203-382-000	10/15-FD#3 MERCHANDI	51.41
			110-05-55109-244-000	10/15-PA MERCHANDISE	27.98
			110-05-55109-235-000	10/15-PA MERCHANDISE	5.85
				..... CHECK TOTAL	1,375.95
153477	11/04	DYNAMIC RECYCLING, INC	205-03-53118-253-000	9/15 RECYCLE ELCTRNC	2,198.33
153478	11/04	HANSEN'S POOL & SPA INC	110-01-51801-382-000	10/15-MB SUPPLIES/FO	147.93
153479	11/04	SKM, LLC	110-02-52203-344-000	10/15 MATERIALS & LA	414.70
153480	11/04	TRUSTMARK VOLUNTARY BENEFIT	110-00-21538-000-000	10/15 DEDUCTION	1,772.12
153481	11/04	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	10/15 WITHHOLDING	1,325.27
153482	11/04	GRAINGER	110-05-55101-311-000	10/15-PA PARTS/MATER	69.36
153483	11/04	TIME WARNER CABLE	520-09-50301-233-000	11/15 TRANSIT-ROADRU	139.95
			110-01-51102-233-000	11/15 AIRPORT-ROADRU	128.07
			521-09-50101-219-000	11/15 CABLE CONTRACT	26.00
				..... CHECK TOTAL	294.02
153484	11/04	BOUND TREE MEDICAL, LLC	206-02-52205-369-000	10/15 FD MEDICAL SUP	988.42
			206-02-52205-318-000	10/15 FD MEDICAL SUP	884.17
				..... CHECK TOTAL	1,872.59
153485	11/04	WHOLESALE DIRECT INC	630-09-50101-393-000	10/15-CE PARTS/MATER	809.89
			206-02-52205-344-000	09/15-FD PARTS/MATER	725.38
			630-09-50101-393-000	10/15-CE PARTS/MATER	472.80
				..... CHECK TOTAL	2,008.07
153486	11/04	FOX VALLEY CHEMICAL CO	110-02-52203-382-000	10/15 FD #3 CONSUMAB	456.80
153487	11/04	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	10/15 TRANSIT COACH	25.25

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153488	11/04	IAFF/NATIONWIDE	110-00-21574-000-000	10/16-31/15 CONTRIB	21,217.39
153489	11/04	AIRGAS NORTH CENTRAL	632-09-50101-389-000	10/15 SE INDUSTRIAL	309.60
			206-02-52205-389-000	10/15 FD #4 INDUSTRI	145.18
			206-02-52205-389-000	09/15 FD#4-OXYGEN	119.98
			520-09-50201-317-000	09/15 TD INDUSTRIAL	89.84
			206-02-52205-389-000	09/15 FD#7-OXYGEN	77.82
			206-02-52205-344-000	09/15 FD-INDSTL GAS	56.70
			632-09-50101-389-000	10/15 SE INDUSTRIAL	50.54
			206-02-52205-389-000	09/15 FD#5-OXYGEN	46.26
			206-02-52205-389-000	09/15 FD#3-OXYGEN	46.26
			521-09-50101-344-000	09/15 AR INDUSTRIAL	29.14
			206-02-52205-389-000	09/15 FD#2 OXYGEN	7.80
				..... CHECK TOTAL	979.12
153490	11/04	UNITED HEALTHCARE INSURANCE	110-00-21534-000-000	11/15 DEDUCTIONS	1,450.39
153491	11/04	CHANNING BETE	206-02-52205-322-000	10/15 FD TRAINING/ED	374.27
			206-02-52205-264-000	10/15 FD TRAINING/ED	120.00
			206-02-52205-264-000	10/15 FD TRAINING/ED	18.00
				..... CHECK TOTAL	512.27
153492	11/04	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	10/16-31/15 CONTRIB	7,929.33
			110-00-21539-000-000	10/16-31/15 CONTRIB	705.00
				..... CHECK TOTAL	8,634.33
153493	11/04	CLARK DIETZ, INC	403-11-51113-589-000	8/29-9/25 DREDGING	10,920.00
			631-09-50101-219-000	8/29-9/25 2015 SRVC	9,159.60
				..... CHECK TOTAL	20,079.60
153494	11/04	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	9/28/15 W/C	533.98
			110-09-56405-161-000	9/25/15 W/C	520.97
			110-09-56405-161-000	9/29/15 W/C	426.64
			110-09-56405-161-000	9/24/15 W/C	413.63
			110-09-56405-161-000	9/28/15 W/C	376.73
			110-09-56405-161-000	9/24/15 W/C	376.73
				..... CHECK TOTAL	2,648.68
153495	11/04	LGIP MUSEUM	110-00-21805-000-000	11/15 LEVY ALLOC	139,000.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153496	11/04	HECKEL, EUGENE W.	110-02-52107-263-000	PREPAID LODGING	873.00
			245-09-50101-263-000	PREPAID LODGING	450.00
			110-02-52107-263-000	PREPAID LODGING	420.00
			245-09-50101-263-000	PREPAID LODGING	350.00
			110-02-52107-263-000	PREPAID LODGING	176.00
				..... CHECK TOTAL	2,269.00
153497	11/06	RNOW, INC.	630-09-50101-393-000	10/15-SE PARTS/MATER	517.79
			630-09-50101-393-000	10/15-SE PARTS/MATER	182.19
			630-09-50101-393-000	10/15-SE PARTS/MATER	21.02
				..... CHECK TOTAL	721.00
153498	11/06	VIKING ELECTRIC SUPPLY	110-01-51801-389-000	10/15-MB ELECTRICAL	121.50
			110-03-53109-375-000	10/15-ST ELECTRICAL	12.27
				..... CHECK TOTAL	133.77
153499	11/06	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/06/15 CITY HRLY	8,624.00
			110-00-21562-000-000	11/06/15 WATER HRLY	3,065.62
			110-00-21562-000-000	11/06/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	11,704.62
153500	11/06	KENOSHA UNIFIED SCHOOL	110-05-55109-221-000	09/15 AMECHE-ELECTR	176.24
			110-05-55109-221-000	07/15 AMECHE-ELECTR	130.33
			110-05-55109-221-000	08/15 AMECHE-ELECTR	91.34
				..... CHECK TOTAL	397.91
153501	11/06	SHERWIN WILLIAMS CO.	405-11-51517-589-831	10/15-DREAM PLYGRND	336.33
153502	11/06	FIRST SUPPLY CO.	110-05-55109-344-000	10/15 PA-PARTS/SUPL	4.71
			110-05-55109-344-000	10/15 PA-PARTS/SUPL	3.56
				..... CHECK TOTAL	8.27
153503	11/06	KENOSHA WATER UTILITY	227-09-50101-223-000	7/31-9/30/15 SWU	14,950.38
153504	11/06	WIS DEPT OF REVENUE	110-00-21512-000-000	10-16/31/15 DEDUCTS	115,863.32
153505	11/06	WE ENERGIES	110-03-53109-221-000	#41 09/17-10/18	2,329.52
			110-02-52203-221-000	#41 09/14-10/13	1,210.14
			110-03-53109-221-000	#41 09/17-10/16	1,174.04
			110-03-53109-221-000	#41 09/16-10/15	1,032.56
			110-03-53109-221-000	#41 09/14-10/13	883.38
			110-03-53109-221-000	#41 09/10-10/11	600.76
			110-05-55109-221-000	#41 09/13-10/12	586.32
			110-05-55109-221-000	#41 09/17-10/18	431.74
			110-03-53109-221-000	#41 08/20-09/21	396.50
			110-03-53103-221-000	#41 09/13-10/12	314.62
			110-05-55109-221-000	#41 09/16-10/15	227.18
			110-05-55102-221-000	#41 09/16-10/15	152.34
			110-03-53109-221-000	#41 09/13-10/12	137.12

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55109-221-000	#41 09/15-10/14	121.88
			110-05-55102-221-000	#41 09/15-10/14	86.06
			110-05-55109-221-000	#41 09/14-10/13	82.02
			110-02-52203-222-000	#41 09/13-10/12	74.51
			110-05-55109-221-000	#41 09/11-10/12	71.44
			110-05-55109-221-000	#41 09/10-10/11	56.72
			110-05-55109-221-000	#41 09/20-10/19	50.21
			632-09-50101-221-000	#41 09/17-10/18	46.66
			110-02-52203-222-000	#41 09/14-10/13	38.45
			110-03-53109-221-000	#41 09/20-10/19	36.29
			519-09-50106-221-000	#41 09/13-10/12	33.28
			110-05-55109-222-000	#41 09/13-10/12	11.75
				..... CHECK TOTAL	10,185.49
153506	11/06	OAKES & SON, INC., A. W.	402-11-51504-586-000	EST 3 THRU 10/15/15	103,570.96
			403-11-51401-219-000	EST 3 THRU 10/15/15	3,449.96
				..... CHECK TOTAL	107,020.92
153507	11/06	NATIONAL SPRING, INC.	110-02-52203-344-000	09/15-FD SPRINGS/PAR	984.26
153508	11/06	CHASE BANK KENOSHA	110-00-21513-000-000	11/06/15 HRLY DEDCT	19,607.03
			110-00-21511-000-000	11/06/15 HRLY DEDCT	11,329.65
			110-00-21612-000-000	11/06/15 HRLY DEDCT	11,329.56
			110-00-21614-000-000	11/06/15 HRLY DEDCT	2,987.37
			110-00-21514-000-000	11/06/15 HRLY DEDCT	2,987.23
				..... CHECK TOTAL	48,240.84
153509	11/06	WIS DEPT OF JUSTICE	110-01-51303-219-000	09/15 SERVICES	56.00
			520-09-50101-219-000	09/15 SERVICES	21.00
				..... CHECK TOTAL	77.00
153510	11/06	PAT'S SERVICES, INC.	405-11-51517-589-831	DREAM PLAYGROUND	2,055.00
153511	11/06	LINCOLN CONTRACTORS SUPPLY	405-11-51517-589-831	09/15-DRM PLYGRND TO	425.10
153512	11/06	RASCH CONST. & ENGINEERING	405-11-51317-589-830	EST 4 THRU 9/27/15	62,671.08
			405-11-51517-589-830	EST 4 THRU 9/27/15	53,272.43
				..... CHECK TOTAL	115,943.51
153513	11/06	NATIONAL CONSTRUCTION RENTAL	110-09-56501-259-565	10/15-6415 28TH AV-F	293.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153514	11/06	DECKER SUPPLY COMPANY, INC	501-09-50105-378-000 110-03-53103-378-000 110-03-53103-378-000	42" TRAFFIC CONES FOLDING BARRICADES, BARRICADES ..... CHECK TOTAL	2,996.27 1,122.96 693.84 4,813.07
153515	11/06	UNITED HOSPITAL SYSTEM	110-02-52102-219-000 110-02-52102-219-000	RECORD #15-137180 RECORDS #15-093319 ..... CHECK TOTAL	68.18 66.60 134.78
153516	11/06	MANDLIK & RHODES	501-09-50102-219-000	10/15 YW COUPON PRG	51.32
153517	11/06	GUTTORMSEN, HARTLEY,	110-01-50301-219-000	09/15 SERVICES	67.50
153518	11/06	POMP'S TIRE	110-02-52203-344-000	10/15-FD TIRES	208.00
153519	11/06	LEE PLUMBING, INC.	110-05-55109-246-000 110-05-55109-246-000 110-02-52203-241-000 110-05-55109-219-000	10/15-PA HVAC, PLUMB 10/15-PA HVAC, PLUMB 09/15-FD#7 HVAC 10/15-PA HVAC, PLUMB ..... CHECK TOTAL	258.00 253.00 149.00 129.00 789.00
153520	11/06	UNISOURCE WORLDWIDE	630-09-50101-393-000 630-09-50101-393-000 110-01-51101-311-000	10/15-CE PAPER PRODU 10/15-CE PAPER PRODU 10/15-FN PAPER PRODU ..... CHECK TOTAL	3,676.33 2,629.44 518.99 6,824.76
153521	11/06	DROPRITE TREE & LANDSCAPE	407-11-51403-219-000	TREE REMOVAL - #2	14,822.00
153522	11/06	CUMMINS NPOWER, LLC	520-09-50201-347-000 520-09-50201-347-000	10/15 ENGINE PARTS 10/15 ENGINE PARTS ..... CHECK TOTAL	143.09 48.41 191.50
153523	11/06	VERIZON WIRELESS	227-09-50101-219-000	9/19-10/18 KEP LINE	39.52
153524	11/06	HENRY SCHEIN	206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000 206-02-52205-318-000	10/15-FD MED SUPPLIE 10/15-FD MED SUPPLIE 10/15-FD MED SUPPLIE 10/15-FD MED SUPPLIE 10/15-FD MED SUPPLIE 10/15-FD MED SUPPLIE ..... CHECK TOTAL	245.19 209.17 131.01 122.29 120.95 120.95 949.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153525	11/06	ADVANCED DISPOSAL	205-03-53118-253-000	9/15 419.05 TONS	7,354.41
			205-03-53118-253-000	8/15 BACK HAULS	6,440.32
			205-00-46397-000-000	8/15 REBATE	5,157.19CR
				..... CHECK TOTAL	8,637.54
153526	11/06	MALSACK, J	110-09-56501-259-570	10/15 5024 47TH AVE	272.41
			110-09-56501-259-570	10/15 4622 10TH AVE	247.72
			110-09-56501-259-570	10/15 5507 23RD AVE	212.53
			110-09-56501-259-570	10/15 5503 23RD AVE	134.71
			110-09-56501-259-570	10/15 4308 6TH AVE	132.71
				..... CHECK TOTAL	1,000.08
153527	11/06	ESRI-WI USER GROUP	501-09-50103-264-000	12/3-4 EMMA REED	150.00
			110-01-51601-264-000	12/2-4 M CALLOVI	150.00
				..... CHECK TOTAL	300.00
153528	11/06	JOHNSON BANK	110-00-21532-000-000	11/06/15 HRLY DEDCT	1,122.38
			110-00-21532-000-000	11/06/15 WATER HRLY	489.62
				..... CHECK TOTAL	1,612.00
153529	11/06	ELECTION SYSTEMS & SOFTWARE	110-01-51901-311-000	ADA VOTING BOOTHS	4,998.75
153530	11/06	MOORE OIL COMPANY	520-09-50106-341-000	10/15-TD LUBRICATION	1,297.20
153531	11/06	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	10/15-BUS PARTS	700.80
			520-09-50201-347-000	10/15-TD BUS PARTS	665.22
			520-09-50201-347-000	10/15-BUS PARTS	136.40
			520-09-50201-347-000	10/15-BUS PARTS	89.00
				..... CHECK TOTAL	1,591.42
153532	11/06	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/06/15 DEDUCTION	104.00
			110-00-21581-000-000	11/06/15 DEDUCTION	87.00
				..... CHECK TOTAL	191.00
153533	11/06	STAPLES	110-02-52103-311-000	10/15-PD OFFICE SUPP	165.60
			110-02-52103-311-000	10/15-PD OFFICE SUPP	14.88
				..... CHECK TOTAL	180.48
153534	11/06	WASTE MANAGEMENT	633-09-50101-253-000	11/15-LI WEEKLY PICK	98.14
			110-01-51801-246-000	11/15-MB PULL CHARGE	65.35
				..... CHECK TOTAL	163.49

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153535	11/06	MENARDS (KENOSHA)	205-03-53119-357-000	10/15-ST MERCHANDISE	101.94
			110-02-52203-353-000	10/15-FD MERCHANDISE	82.14
			110-03-53109-361-000	10/15-ST MERCHANDISE	39.53
			110-05-55109-246-000	10/15-PA MERCHANDISE	36.02
			110-02-52203-382-000	10/15-FD MERCHANDISE	35.87
			110-05-55109-355-000	10/15-PA MERCHANDISE	24.72
			110-05-55109-344-000	10/15-PA MERCHANDISE	7.47
				..... CHECK TOTAL	327.69
153536	11/06	COUSIN'S SUBS	222-09-50101-259-000	UNITED WAY LUNCH	102.17
153537	11/06	RED WING SHOE CO	110-03-53116-367-000	10/15-WA SAFETY BOOT	100.00
153538	11/06	BEST DOCTORS	611-09-50101-155-527	0/15 ADMIN CHARGES	1,524.35
153539	11/06	DISPLAY SALES	110-05-55109-389-000	CTY OF KENOSHA FLAG	798.00
			630-09-50101-393-000	CTY OF KENOSHA FLAG	444.00
			630-09-50101-393-000	DITIGAL FEE	63.00
				..... CHECK TOTAL	1,305.00
153540	11/06	KENOSHA HEATING & COOLING	110-00-44805-000-000	PENALTY FOR PERMIT	3,720.00
153541	11/06	RESERVE ACCOUNT	110-01-51306-312-000	POSTAGE DEPOSIT	10,000.00
153542	11/06	BUS RADIO & VIDEO SUPPLY	520-09-50401-369-000	RADIO	1,744.50
			520-09-50401-369-000	SPEAKER	453.35
				..... CHECK TOTAL	2,197.85
153543	11/06	GREENLEAF MEDIA	411-11-51502-219-000	30% WEB SITE DESIGN	13,878.00
153544	11/06	FORUM CREDIT UNION	110-02-52102-219-000	RESEARCH FEE	30.00
153545	11/06	WIS SCTF	110-00-21581-000-000	11/06/15 HRLY DEDCT	1,275.01
153546	11/06	HYDROTEX	630-09-50101-393-000	10/15-SE LUBRICANTS	2,563.61
153547	11/06	CARLSON RACINE ROOFING AND	405-11-51404-583-000	EST 1 THRU 10/15/15	51,844.00
			405-11-51504-583-000	EST 1 THRU 10/15/15	16,121.20
				..... CHECK TOTAL	67,965.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153548	11/06	LEXIS NEXIS DATA MGMT	110-02-52101-219-000	09/15-PD SEARCHES/LO	50.00
153549	11/06	FABCO RENTS	405-11-51517-589-831	EQUIPMNT DREAM PLGRD	976.50
153550	11/06	AZARIAN WRECKING LLC	110-09-56501-259-565	RAZING-5503 23RD AVE	6,000.00
153551	11/06	MILWAUKEE TRUCK SALES INC	630-09-50101-393-000	10/15-SE#3045 PARTS	27.72
			630-09-50101-393-000	10/15-SE#3045 PARTS	6.08
				..... CHECK TOTAL	33.80
153552	11/06	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	10/15-TD COACH PARTS	343.00
153553	11/06	RED THE UNIFORM TAILOR	110-02-52103-365-000	KPD HAT BADGES	716.00
			110-02-52103-365-000	KPD JACKET BADGES	398.00
			110-02-52206-367-000	10/15 FD-UNIFORMS	330.00
			110-02-52103-365-000	KPD SHIRT BADGES	255.00
			110-02-52206-367-000	10/15 FD-UNIFORMS	180.00
				..... CHECK TOTAL	1,879.00
153554	11/06	KENOSHA GROUNDS CARE	110-05-55102-249-000	CLEAN 8 VALVES	764.00
			110-05-55102-249-000	SPRINKLER HEADS	490.00
			110-05-55102-249-000	CLEAN VALVES	180.00
				..... CHECK TOTAL	1,434.00
153555	11/06	CLARK DIETZ, INC	402-11-51506-219-000	9/15 SIGNAL EVAL	1,000.00
153556	11/06	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	8/27/15 W/C	93.60
			110-09-56405-161-000	6/16/15 W/C	46.80
			110-09-56405-161-000	7/30/15 W/C	39.60
				..... CHECK TOTAL	180.00
153557	11/06	AURORA HEALTH CARE	110-09-56405-161-000	9/15/15 W/C	1,099.05
			110-09-56405-161-000	4/27/15 W/C	358.70
			110-09-56405-161-000	9/18/15 W/C	266.90
			110-09-56405-161-000	9/22/15 W/C	196.35
			110-09-56405-161-000	9/30/15 W/C	179.35
			110-09-56405-161-000	9/22/15 W/C	179.35
				..... CHECK TOTAL	2,279.70
153558	11/06	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	10/1/15 W/C	520.97
			110-09-56405-161-000	9/29/15 W/C	435.51
			110-09-56405-161-000	10/12/15 W/C	434.63
			110-09-56405-161-000	9/24/15 W/C	425.19
			110-09-56405-161-000	10/5/15 W/C	413.63
			110-09-56405-161-000	10/6/15 W/C	386.07
				..... CHECK TOTAL	2,616.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153559	11/06	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	10/5/15 W/C	754.84
			110-09-56405-161-000	10/12/15 W/C	734.84
			110-09-56405-161-000	10/9/15 W/C	734.84
			110-09-56405-161-000	10/7/15 W/C	734.84
			110-09-56405-161-000	9/28/15 W/C	733.84
			110-09-56405-161-000	8/4/15 W/C	448.90
			110-09-56405-161-000	7/31/15 W/C	337.90
				..... CHECK TOTAL	4,480.00
153560	11/06	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	8/19/15 W/C	1,488.20
			110-09-56405-161-000	9/21/15 W/C	285.39
			110-09-56405-161-000	5/26/15 W/C	123.20
			110-09-56405-161-000	7/22/15 W/C	72.80
				..... CHECK TOTAL	1,969.59
153561	11/06	PRECISION MEDICAL PRODUCTS	110-09-56405-161-000	8/18/15 W/C	756.00
153562	11/06	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/06/15 DEDUCTION	17.93
153563	11/06	GENERATION AGAINST BULLYING	222-09-50101-259-000	9 SCHOOL EVENT	5,000.00
153564	11/06	SHIERK, WILSON	110-00-21905-000-000	BEACH HOUSE-6/11/16	300.00
			110-00-46580-000-000	BEACH HOUSE-6/11/16	250.00
			110-00-46532-000-000	BEACH HOUSE-6/11/16	25.00
				..... CHECK TOTAL	575.00
153565	11/06	KIPP, KAREN	110-00-21905-000-000	BEACH HOUSE-10/24/15	300.00
153566	11/06	FINLEY, JANE E.	110-09-56405-161-000	8/20 & 10/20/15 RX'S	104.80
153567	11/06	TORRES, PABLO	245-09-50101-263-000	10/5-7 GREEN BAY	75.00
153568	11/06	WIENKE, DANIEL	245-09-50101-263-000	10/21-22 FT MCCOY	36.00
			110-02-52103-341-000	10/22/15-FT MCCOY	24.40
				..... CHECK TOTAL	60.40
153569	11/06	CARLSON, CARL E	206-02-52205-263-000	7/28-31/15 ST PAUL	571.98
			206-02-52205-261-000	7/28-31/15 ST PAUL	121.58
			206-02-52205-263-000	7/28-31/15 ST PAUL	75.00
				..... CHECK TOTAL	768.56

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153570	11/06	WHITE, ROBERT	110-00-21533-000-000	CANCEL LIFE INS	19.18
153571	11/06	HAMILTON, WILLIE	110-02-52103-263-000	10/22/15 WINNEBAGO	12.00
			110-02-52103-263-000	10/22/15 WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
153572	11/06	MORETTI, PEP	110-02-52103-263-000	10/22/15 WINNEBAGO	12.00
			110-02-52103-263-000	10/22/15-WINNEBAGO	12.00
				..... CHECK TOTAL	24.00
153573	11/06	LONDO, DARREN D	110-02-52103-263-000	10/28/15 WINNEBAGO	12.00
153574	11/06	VANG, STEPHEN	110-02-52103-263-000	10/28/15 WINNEBAGO	12.00
153575	11/06	KERKMAN, MERRIL	110-01-51102-539-000	CHANNEL 25 HARDWARE	349.99
			110-01-51102-261-000	10/15 191 MILES	109.83
			110-01-51102-233-000	APPLE DEV LICENSE	104.45
				..... CHECK TOTAL	564.27
153576	11/06	BALLARD, MELISSA	110-01-52001-263-000	10/20-23 APPLETON	268.36
			110-01-52001-261-000	10/20-23 APPLETON	177.95
				..... CHECK TOTAL	446.31
153577	11/11	A & B/ARO LOCK	110-03-53109-389-000	10/15 ST SUPPLIES &	228.00
			206-02-52205-344-000	10/15 FD #4 SUPPLIES	6.50
				..... CHECK TOTAL	234.50
153578	11/11	BINDELLI CONSTRUCTION INC	110-09-56501-259-569	10/15 6623 24 AVE	1,500.00
			110-09-56501-259-569	10/15 1310 68 ST	455.02
			110-09-56501-259-569	10/15 4716 36 AVE #3	90.12
			110-09-56501-259-569	10/15 7733 36 AVE	66.33
			110-09-56501-259-569	10/15 4822 37 AVE	60.00
				..... CHECK TOTAL	2,171.47
153579	11/11	WE ENERGIES	110-03-53109-221-000	10/15 STREET LIGHTS	62,852.83
			110-05-55109-221-000	10/15 STREET LIGHTS	272.31
				..... CHECK TOTAL	63,125.14
153580	11/11	RNOW, INC.	630-09-50101-393-000	10/15-SE#3181 PARTS/	267.78
			630-09-50101-393-000	10/15-SE PARTS/MATER	60.17
				..... CHECK TOTAL	327.95

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153581	11/11	VIKING ELECTRIC SUPPLY	110-05-55109-248-000	10/15-PA ELECTRICAL	476.55
			110-03-53109-375-000	10/15-ST ELECTRICAL	194.04
			110-03-53109-375-000	10/15-ST ELECTRICAL	99.74
			110-03-53109-375-000	10/15-ST ELECTRICAL	10.62
				..... CHECK TOTAL	780.95
153582	11/11	BUMPER TO BUMPER	520-09-50106-369-000	DRILL PRESS	1,960.00
153583	11/11	UNITED HOSPITAL SYSTEMS INC	110-02-52101-219-000	LABS #15-149075	99.20
			110-02-52101-219-000	LABS #15-151795	99.20
				..... CHECK TOTAL	198.40
153584	11/11	M A TRUCK PARTS	110-03-53103-385-000	10/15 ST MATERIALS &	183.74
153585	11/11	TRAFFIC & PARKING CONTROL CO	413-11-50907-589-000	WAYFINDING SIGNAGE	5,040.00
153586	11/11	WELDCRAFT, INC.	110-05-55109-235-000	FABRICATE BASKET	1,266.00
153587	11/11	WILLKOMM INC., JERRY	630-09-50101-392-000	10/15 CE DIESEL FUEL	15,299.22
			521-09-50101-369-000	1000 GAL SKID TANK	1,285.00
			521-09-50101-369-000	FILL-RITE PUMP W/MTR	783.89
			521-09-50101-369-000	AUTO DIESEL NOZZLE	67.40
				..... CHECK TOTAL	17,435.51
153588	11/11	OAKES & SON, INC., A. W.	496-11-50101-219-000	EST 4 THRU 10/16/15	306,927.54
			496-11-50101-219-000	EST 4 THRU 10/16/15	6,067.46
				..... CHECK TOTAL	312,995.00
153589	11/11	BROOKS TRACTOR, INC.	630-09-50101-393-000	10/15 SE #8514 PARTS	1,059.28
			630-09-50101-393-000	10/15 SE PARTS & MAT	1,059.28
			630-09-50101-393-000	10/15 SE #2592 PARTS	313.52
				..... CHECK TOTAL	2,432.08
153590	11/11	FABICK	630-09-50101-393-000	10/15 SE PARTS & MAT	962.24
			630-09-50101-393-000	10/15 SE PARTS & MAT	594.50
			630-09-50101-393-000	10/15 SE #2922 PARTS	204.93
			630-09-50101-393-000	10/15 SE #2922 PARTS	166.74
			630-09-50101-393-000	10/15 SE #2282 PARTS	87.17
			630-09-50101-393-000	10/15 SE PARTS & MAT	86.86
			630-09-50101-393-000	10/15 SE #2831 PARTS	62.40
			630-09-50101-393-000	10/15 SE PARTS & MAT	34.54
				..... CHECK TOTAL	2,199.38

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153591	11/11	A & R DOOR SERVICE	632-09-50101-235-000	10/15 SE DOOR REPAIR	937.50
153592	11/11	AT&T	110-02-52203-225-000	10/22-11/21 REPEATR	413.26
153593	11/11	TDS	110-01-51801-227-000	11/15 PHONE SERVICE	6,113.06
			110-00-15202-000-000	11/15 PHONE SERVICE	2,137.71
			520-09-50301-227-000	11/15 PHONE SERVICE	770.27
			110-03-53103-227-000	11/15 PHONE SERVICE	542.28
			110-00-14401-000-000	11/15 PHONE SERVICE	445.99
			632-09-50101-227-000	11/15 PHONE SERVICE	392.62
			521-09-50101-227-000	11/15 PHONE SERVICE	343.52
			110-05-55109-227-000	11/15 PHONE SERVICE	338.52
			501-09-50101-227-000	11/15 PHONE SERVICE	225.18
			110-03-53116-227-000	11/15 PHONE SERVICE	203.72
			520-09-50401-227-000	11/15 PHONE SERVICE	141.79
			110-02-52108-225-000	11/15 PHONE SERVICE	132.34
			110-02-52110-227-000	11/15 PHONE SERVICE	102.79
			524-05-50101-227-000	11/15 PHONE SERVICE	96.43
			520-09-50202-227-000	11/15 PHONE SERVICE	70.73
			110-02-52203-227-000	11/15 PHONE SERVICE	68.88
			110-02-52108-225-000	11/15 PHONE CALLS	67.50
			206-02-52205-227-000	11/15 PHONE SERVICE	67.40
			110-02-52110-225-000	11/15 PHONE CALLS	48.41
			110-05-55111-227-000	11/15 PHONE SERVICE	45.92
			110-01-51801-225-000	11/15 PHONE CALLS	16.20
			520-09-50301-225-000	10/15 PHONE CALLS	6.46
			110-03-53103-225-000	11/15 PHONE CALLS	1.60
			632-09-50101-225-000	11/15 PHONE CALLS	.87
			501-09-50101-225-000	10/15 PHONE CALLS	.60
			520-09-50401-227-000	10/15 PHONE CALLS	.04
				..... CHECK TOTAL	12,380.83
153594	11/11	OFFICEMAX	520-09-50106-311-000	10/15-TD#3278 OFFICE	177.15
			110-05-55101-311-000	10/15-PA#3280 OFFICE	79.73
			110-01-51901-311-000	10/15-CT#3281 OFFICE	75.39
			110-03-53101-311-000	10/15-PW#3276 OFFICE	71.40
			632-09-50101-311-000	10/15-SE#3275 OFFICE	58.68
			110-03-53116-311-000	10/15-WA#3277 OFFICE	4.43
				..... CHECK TOTAL	466.78

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153595	11/11	PAT'S SERVICES, INC.	110-05-55108-282-000 110-05-55108-282-000	9/30-10/21-SOUTHPORT 10/8-10/21-S PIER ..... CHECK TOTAL	110.00 70.00 180.00
153596	11/11	INDUSTRIAL MARKETING	630-09-50101-393-000 630-09-50101-393-000 630-09-50101-393-000	09/15-SWEEPER PARTS 10/15-SWEEPER PARTS 09/15-SE RETURN ..... CHECK TOTAL	2,214.34 1,571.36 437.30CR 3,348.40
153597	11/11	LINCOLN CONTRACTORS SUPPLY	501-09-50105-344-000 501-09-50105-344-000	10/15-SW TOOLS/SUPPL 10/15-SW TOOLS/SUPPL ..... CHECK TOTAL	276.01 61.56 337.57
153598	11/11	KENOSHA COUNTY DIVISION OF	520-09-50301-258-000	3RD QTR ADMIN. OVERS	9,158.00
153599	11/11	GROWER EQUIPMENT & SUPPLY CO	110-05-55104-344-000 110-05-55109-246-000	10/15 PA PARTS & SUP 10/15 PA PARTS & SUP ..... CHECK TOTAL	13.15 6.15 19.30
153600	11/11	HOERNEL LOCK & KEY, INC.	521-09-50101-246-000	10/15-AR LOCKS/KEYS	81.50
153601	11/11	LEE PLUMBING, INC.	501-09-50105-241-000 110-03-53103-241-000 110-01-51801-241-000	09/15 ST HVAC, PLUMB 09/15 ST HVAC, PLUMB 10/15 MB HVAC, PLUMB ..... CHECK TOTAL	662.63 662.63 536.00 1,861.26
153602	11/11	CUMMINS NPOWER, LLC	630-09-50101-393-000 520-09-50201-347-000 630-09-50101-393-000 520-09-50201-347-000	TURBO FOR FLEET 2991 10/15 TD ENGINE PART CORE CHARGE 10/15 TD CREDIT ENGI ..... CHECK TOTAL	1,971.00 1,121.74 550.00 308.00CR 3,334.74
153603	11/11	WASTE MANAGEMENT OF WI	110-03-53117-253-416 110-03-53117-253-416 501-09-50104-253-000 110-03-53117-253-417 110-03-53117-253-417 110-03-53117-253-416 501-09-50104-253-000 110-03-53117-253-417 110-03-53117-253-416 110-03-53117-253-417 501-09-50104-253-000 501-09-50104-253-000 110-03-53117-253-417	10/15 1156.84 TONS 10/15 WDNR TONNAGE 10/15 103.79 TONS 10/15 83.95 TONS 10/15 11 PULLS 10/15 FUEL SURCHARGE 10/15 WDNR TONNAGE 10/15 WDNR TONNAGE 10/15 WDNR TONNAGE 10/15 ENVIRO SURCHG 10/15 FUEL SURCHARGE 10/15 ENVIRO SURCHG 10/15 FUEL SURCHARGE 10/15 ENVIRO SURCHG ..... CHECK TOTAL	28,840.02 15,038.92 2,587.48 2,092.87 1,969.11 1,375.91 1,349.27 1,091.35 312.00 195.31 168.00 129.05 66.00 55,215.29

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153604	11/11	VERIZON WIRELESS	110-03-53103-226-000	10/15 PHONE SRV/AIR	1,284.73
			110-02-52101-226-000	10/15 CELL/AIR CHGS	182.60
			110-02-52101-226-000	10/15 CELL/AIR CHGS	141.38
			110-05-55101-226-000	10/15 PHONE SRV/AIRT	118.44
			110-01-50301-226-000	10/15 CELL/AIR CHGS	116.76
			631-09-50101-226-000	10/15 PHONE SRV/AIR	115.45
			110-01-51301-226-000	10/15 CELL/AIR CHGS	115.40
			110-01-51201-226-000	10/15 CELL/AIR CHGS	62.69
			110-02-52201-226-000	10/15 CELL/AIR CHGS	61.49
			110-01-50901-226-000	10/15 CELL/AIR CHGS	60.81
			110-02-52103-226-000	10/15 CELL/AIR CHGS	59.45
			520-09-50301-226-000	10/15 CELL/AIR CHGS	58.38
			110-01-51601-226-000	10/15 CELL/AIR CHGS	58.38
			110-01-51101-226-000	10/15 CELL/AIR CHGS	58.38
			501-09-50101-226-000	10/15 PHONE SRV/AIRT	57.71
			206-02-52205-226-000	10/15 CELL/AIR CHGS	57.70
			110-01-51303-226-000	10/15 CELL/AIR CHGS	57.70
			110-01-51102-226-000	10/15 CELL/AIR CHGS	57.70
			110-00-15202-000-000	10/15 CELL/AIR CHGS	57.70
			501-09-50103-226-000	10/15 PHONE SRV/AIRT	57.70
			110-05-55101-226-000	10/15 PHONE SRV/AIRT	57.70
			110-03-53116-226-000	10/15 PHONE SRV/AIR	57.70
			110-01-51801-226-000	10/15 PHONE SRV/AIR	57.70
			110-02-52102-226-000	10/15 CELL/AIR CHGS	52.32
			110-02-52103-226-000	10/15 CELL AIR CHGS	48.46
			632-09-50101-226-000	10/15 PHONE SRV/AIR	41.56
			205-03-53118-226-000	10/15 PHONE SRV/AIR	17.00CR
		..... CHECK TOTAL		3,138.99	
153605	11/11	CARQUEST AUTO PARTS	520-09-50201-347-000	10/15 TD PARTS & MAT	689.43
			520-09-50401-249-000	10/15 TD PARTS & MAT	263.98
			520-09-50401-347-000	10/15 TD PARTS & MAT	138.96
			520-09-50201-347-000	10/15 TD #3017 PARTS	23.74
			520-09-50401-347-000	10/15 TD #4609 PARTS	22.12
			520-09-50401-347-000	10/15 TD PARTS & MAT	7.03
			520-09-50201-347-000	10/15 TD CREDIT PART	40.00CR
				..... CHECK TOTAL	1,105.26
153606	11/11	MOORE OIL COMPANY	520-09-50106-341-000	10/15 TD LUBRICATION	2,850.10
			520-09-50401-317-000	10/15 TD LUBRICATION	146.14
			520-09-50201-317-000	10/15 TD LUBRICATION	146.00
		..... CHECK TOTAL		3,142.24	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153607	11/11	MSC INDUSTRIAL SUPPLY	520-09-50201-347-000	10/15-TD SHOP SUPPLI	35.94
153608	11/11	MENARDS (KENOSHA)	110-05-55109-357-000	10/15-PA MERCHANDISE	286.98
			110-05-55109-357-000	10/15-PA MERCHANDISE	225.06
			110-03-53110-389-000	10/15-ST MERCHANDISE	67.34
			501-09-50105-361-000	10/15-SW MERCHANDISE	58.47
			110-02-52203-382-000	10/15-FD#3 MERCHANDI	34.55
			110-05-55109-249-000	10/15-PA MERCHANDISE	32.92
			110-05-55109-361-000	10/15-PA MERCHANDISE	9.99
			110-03-53109-389-000	10/15-ST MERCHANDISE	9.91
			501-09-50105-344-000	10/15-SW MERCHANDISE	9.49
			110-02-52206-344-000	10/15-FD MERCHANDISE	6.99
			110-05-55109-361-000	10/15-PA MERCHANDISE	6.28
				..... CHECK TOTAL	747.98
153609	11/11	POSITIVE IMPACT ADVERTISING	411-11-51502-219-000	CERAMIC MUGS	385.98
153610	11/11	URBAN LAND INSTITUTE	417-11-50802-259-000	ADVISORY SERVICES	10,000.00
153611	11/11	BELLE CITY FIRE EXTINGUISHER	110-02-52203-389-000	10/15 FD #7 EXTINGUI	41.15
			110-02-52203-389-000	10/15 FD #3 EXTINGUI	35.65
			110-02-52203-389-000	10/15 FD #5 EXTINGUI	23.20
				..... CHECK TOTAL	100.00
153612	11/11	GRAINGER	521-09-50101-353-000	10/15-PA PARTS/MATER	492.48
			110-05-55109-344-000	10/15-PA PARTS/MATER	213.20
			110-05-55109-344-000	10/15-PA PARTS/MATER	13.26
				..... CHECK TOTAL	718.94
153613	11/11	BUSCHE, JUDY LLC	110-01-50301-219-000	10/15 SERVICES OF PR	265.00
			110-01-50101-219-000	10/15 SERVICES OF PR	130.00
				..... CHECK TOTAL	395.00
153614	11/11	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	10/15 TRANSIT COACH	72.72
153615	11/13	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	10/15 TD-MISC ITEMS	149.60
153616	11/13	INTERSTATE ELECTRIC SUPPLY	520-09-50201-347-000	10/15 TD-ELECTRICAL	118.00
			110-05-55109-248-000	10/15 PA-ELECTRICAL	87.05
			110-03-53109-375-000	10/15 ST-ELECTRICAL	36.75
			110-05-55109-248-000	10/15 PA-ELECTRICAL	4.56
				..... CHECK TOTAL	246.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153617	11/13	JANTZ TOWING SERVICE	110-02-52103-219-000	10/15 #3146 TOWING	15.00
153618	11/13	LAKESIDE STEEL & MFG. CO.	630-09-50101-393-000	10/15 CE #8500 LABOR	283.18
153619	11/13	KENOSHA JOINT SERVICES	411-11-51403-532-000	10/15 PS PROJECT	9,645.11
153620	11/13	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/13/15 CITY SAL	31,080.23
			110-00-21562-000-000	11/13/15 CITY HRLY	8,524.00
			110-00-21562-000-000	11/13/15 WATER SAL	6,661.00
			110-00-21562-000-000	11/13/15 LIBRARY SAL	4,648.50
			110-00-21562-000-000	11/13/15 WATER HRLY	3,065.62
			110-00-21562-000-000	11/13/15 MUSEUM HRLY	15.00
				..... CHECK TOTAL	53,994.35
153621	11/13	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	11/13/15 CITY SAL	642.00
			110-00-21541-000-000	11/13/15 LIBRARY SAL	173.00
			110-00-21541-000-000	11/13/15 WATER SAL	143.92
				..... CHECK TOTAL	958.92
153622	11/13	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	7/6-30/15 W/C	3,962.49
			110-09-56405-161-000	9/2-15/15 W/C	618.82
			110-09-56405-161-000	10/4/15 W/C	266.11
			110-09-56405-161-000	9/24/15 W/C	185.33
				..... CHECK TOTAL	5,032.75
153623	11/13	KENOSHA NEWS	110-01-50101-321-000	10/15 2016 BUDGET	405.00
			110-01-50101-321-000	10/15 1ST READ ORDS	33.16
			110-01-50301-219-000	10/15 LE-BOYLE PUBL	23.10
			110-01-50101-321-000	10/15 2ND READ ORDS	17.74
				..... CHECK TOTAL	479.00
153624	11/13	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	11/13/15 CITY SAL	85,855.00
			110-00-21563-000-000	11/13/15 WATER SAL	40.00
				..... CHECK TOTAL	85,895.00
153625	11/13	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	12/15 PREMIUM	12,843.00
			110-09-56304-156-000	12/15 PREMIUM	6,505.46
			110-00-15601-000-000	12/15 PREMIUM	1,591.59
			110-00-15201-000-000	12/15 PREMIUM	897.84
			110-00-15202-000-000	12/15 PREMIUM	357.91
			520-09-50101-156-000	12/15 PREMIUM	355.58
			631-09-50101-156-000	12/15 PREMIUM	175.81
			520-09-50105-156-000	12/15 PREMIUM	109.73
			110-00-14401-000-000	12/15 PREMIUM	103.87
			632-09-50101-156-000	12/15 PREMIUM	91.90
			521-09-50101-156-000	12/15 PREMIUM	65.87
			520-09-50201-156-000	12/15 PREMIUM	47.52
			630-09-50101-156-000	12/15 PREMIUM	32.20
			501-09-50101-156-000	12/15 PREMIUM	31.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			520-09-50301-156-000	12/15 PREMIUM	30.21
			520-09-50401-156-000	12/15 PREMIUM	28.22
			520-09-50403-156-000	12/15 PREMIUM	26.68
			501-09-50103-156-000	12/15 PREMIUM	7.40
				..... CHECK TOTAL	23,301.81
153626	11/13	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	10/15 TD TIRE SERVIC	254.34
153627	11/13	WE ENERGIES	110-03-53109-221-000	#42 09/24-10/25	3,631.91
			633-09-50101-221-000	#42 08/28-09/29	3,247.24
			110-03-53109-221-000	#42 09/23-10/22	1,559.21
			632-09-50101-221-000	#42 08/28-09/29	1,373.66
			110-03-53109-221-000	#42 09/27-10/26	1,212.01
			110-02-52203-221-000	#42 09/28-10/27	1,105.38
			110-03-53109-221-000	#42 09/22-10/21	1,088.75
			110-03-53103-221-000	#42 08/28-09/29	1,033.35
			110-05-55109-221-000	#42 09/22-10/21	888.60
			110-03-53109-221-000	#42 09/21-10/20	812.93
			522-05-50102-221-000	#42 09/21-10/20	728.75
			110-03-53116-221-000	#42 09/22-10/21	715.09
			110-05-55109-221-000	#42 09/24-10/25	628.55
			110-05-55109-221-000	#42 09/21-10/20	459.77
			110-05-55111-221-000	#42 09/24-10/23	446.26
			110-02-52203-221-000	#42 08/31-09/30	373.18
			110-03-53109-221-000	#42 09/25-10/26	314.23
			110-03-53109-221-000	#42 08/27-09/28	260.16
			110-03-53103-221-000	342 09/27-10/26	244.31
			110-05-55106-222-000	#42 09/23-10/23	108.46
			519-09-50103-221-000	#42 09/27-10/26	88.64
			110-05-55109-222-000	#42 08/27-09/28	36.21
			110-03-53117-221-000	#42 09/22-10/21	31.75
			110-05-55109-221-000	#42 09/23-10/22	30.34
			110-05-55111-222-000	#42 09/23-10/22	26.33
			110-05-55109-222-000	#42 09/27-10/26	17.10
			110-05-55109-221-000	#42 09/27-10/26	16.76
			522-05-50102-222-000	#42 09/21-10/20	11.77
			110-05-55109-222-000	#42 09/21-10/20	9.57
				..... CHECK TOTAL	20,500.27
153628	11/13	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	11/13/15 DEDUCTION	235.16

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153629	11/13	OAKES & SON, INC., A. W.	402-11-51504-586-000 403-11-51401-219-000	EST 4 THRU 10/9/15 EST 4 THRU 10/9/15 ..... CHECK TOTAL	129,510.04 3,857.22 133,367.26
153630	11/13	PAYNE & DOLAN INC.	110-03-53103-355-000 110-03-53103-354-000	10/15 ASPHALT MATERI 10/15 AGGREGATE MATE ..... CHECK TOTAL	653.96 293.86 947.82
153631	11/13	KENOSHA WATER UTILITY	110-03-53103-224-000 110-01-51802-223-000 110-03-53103-224-000 110-01-51802-224-000	HYDRANT SHER RD 9/01-10/31/15 SWU HYDRANT SHER RD 9/01-10/31/15 WATER ..... CHECK TOTAL	210.00 136.16 19.80 6.18 372.14
153632	11/13	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	09/15 TIRE LEASE	4,046.60
153633	11/13	KENOSHA WATER UTILITY	110-00-21914-000-000 110-00-21913-000-000	10/15 BILL COLLECT 10/15 TEMP PERMITS ..... CHECK TOTAL	17,280.90 6,879.12 24,160.02
153634	11/13	CHASE BANK KENOSHA	110-00-21513-000-000 110-00-21511-000-000 110-00-21612-000-000 110-00-21514-000-000 110-00-21614-000-000	11/13/15 DEDUCTIONS 11/13/15 DEDUCTIONS 11/13/15 DEDUCTIONS 11/13/15 DEDUCTIONS 11/13/15 DEDUCTIONS ..... CHECK TOTAL	226,439.50 93,641.41 93,639.56 28,443.06 28,441.60 470,605.13
153635	11/13	CHASE BANK KENOSHA	761-00-21513-000-000 761-00-21511-000-000 761-09-50101-158-000 761-00-21514-000-000 761-09-50101-158-000	1015 KCM DEDUCT 1015 KCM DEDUCT 1015 KCM DEDUCT 1015 KCM DEDUCT 1015 KCM DEDUCT ..... CHECK TOTAL	610.00 360.42 360.39 84.30 84.28 1,499.39
153636	11/13	KENOSHA AREA BUSINESS	110-01-51301-264-000 110-01-50101-264-000	10/22/15 AWARDS EVNT 10/22/15 AWARDS EVNT ..... CHECK TOTAL	75.00 75.00 150.00
153637	11/13	OFFICEMAX	110-01-51102-311-000 110-01-51601-311-000 110-01-51101-362-000 521-09-50101-311-000 521-09-50101-311-000 110-01-51901-311-000 110-01-51102-311-000	10/15 DP #3289 OFFC 10/15 CD #3284 OFFC CHAIR MAT 10/15 AR #3286 OFFC 10/15 AR #3286 OFFC 10/15 CT #3285 OFFC 10/15 DP #3288 OFFC ..... CHECK TOTAL	235.03 128.31 39.23 30.05 19.45 13.56 12.37 478.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153638	11/13	ZAK, PAUL	110-02-52203-165-000	11/15 BENEFITS	861.97
153639	11/13	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	10/13/15 SAL DEDUCT	4,160.00
153640	11/13	PAT'S SERVICES, INC.	205-03-53119-282-000	9/8-10/5 COMPOST	112.00
153641	11/13	RASCH CONST. & ENGINEERING	405-11-51417-589-831	EST 7 THRU 10/19/15	40,097.16
153642	11/13	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	10/13/15 SAL DEDUCT	955.00
153643	11/13	PITNEY BOWES	110-01-51306-311-000 110-01-51306-311-000	10/15 MAIL MACH. SUP 10/15 MAIL MACH. SUP ..... CHECK TOTAL	339.98 84.99 424.97
153644	11/13	TRIANGLE APPLIANCE	110-02-52203-259-000 110-02-52203-344-000	STOVE REPAIRS SERVICE CHARGE ..... CHECK TOTAL	247.07 99.95 347.02
153645	11/13	AECOM TECHNICAL SERVICES INC	227-09-50101-219-000 227-09-50101-219-000 227-09-50101-219-000 420-11-51310-589-000 420-11-51310-589-000 227-09-50101-219-000	5/16-10/9 GW SAMPL 5/16-10/9 SAMPLING 9/5-10/9 GW O & M 8/8-10/9 R4R SUPPRT 9/5-10/9 ENVIR SUPP. 5/16-10/9 SAMPLING ..... CHECK TOTAL	14,417.97 9,208.05 8,360.70 1,317.60 1,066.81 75.38 34,446.51
153646	11/13	MANDLIK & RHODES	501-09-50102-219-000	11/15 YW COUPON PRG	250.51
153647	11/13	FRONTIER	110-02-52203-225-000	10/22-11/21 FIRE	42.05
153648	11/13	CUMMINS NPOWER, LLC	520-09-50201-316-000 520-09-50201-316-000	QUICKSERVE INSITE LITE ..... CHECK TOTAL	600.00 550.00 1,150.00
153649	11/13	VERIZON WIRELESS	501-09-50103-226-000 501-09-50106-226-000 631-09-50101-226-000 206-02-52205-226-000 110-03-53107-226-000 110-03-53107-226-000	10/15 EN-DATA PLAN 10/15 EN-DATA PLAN 10/15 EN-DATA PLAN 10/15 FD-DATA PLAN 10/15 ST-DATA PLAN 10/15 ST-DATA PLAN ..... CHECK TOTAL	172.63 43.16 21.58 21.58 21.58 21.58 302.11

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153650	11/13	ARTHUR J GALLAGHER & CO, INS	521-00-16250-000-000	11/1/15-11/1/16 PREM	8,500.00
153651	11/13	JENSEN TOWING	110-02-52103-219-000	10/15 150154384 TOW	96.75
			110-02-52103-219-000	10/15 15-162725 TOW	45.00
			110-02-52103-219-000	10/15 15-154240 TOW	45.00
				..... CHECK TOTAL	186.75
153652	11/13	WIS DEPT OF AGRI/TRADE	110-02-52106-323-000	3 HUMANE OFC-CERTS	105.00
153653	11/13	JANTZ'S YARD 4 AUTOMOTIVE	630-09-50101-393-000	10/15 #2322 PARTS	40.00
153654	11/13	LETTERING MACHINE	110-02-52103-365-000	ADVANTAGE JACKET	304.00
153655	11/13	UNITED LABORATORIES, INC	520-09-50202-249-000	10/15 TD CLEANING/SU	315.06
153656	11/13	PELION BENEFITS, INC.	110-00-21517-000-000	11/01-15/15 DEDUCTS	4,118.61
153657	11/13	WIS DEPT OF REVENUE	761-00-21512-000-000	10/15 KCM DEDUCTS	260.20
153658	11/13	FAULKS BROS. CONSTRUCTION	524-05-50101-354-000	TOPDRESSING	1,221.68
153659	11/13	JOHNSON BANK	110-00-21532-000-000	11/13/15 CITY SAL	27,054.77
			110-00-21532-000-000	11/13/15 WATER SAL	3,340.25
			110-00-21532-000-000	11/13/15 LIBRARY SAL	1,200.00
			110-00-21532-000-000	11/13/15 CITY HRLY	1,072.38
			110-00-21532-000-000	11/13/15 WATER HRLY	489.62
				..... CHECK TOTAL	33,157.02
153660	11/13	STAPP EQUIPMENT CO.	630-09-50101-393-000	10/15 PARTS/MATERIAL	139.90
153661	11/13	WIS DEPT OF JUSTICE-DCI	245-09-50101-264-000	10/21-22/15 WIENKE	122.50
153662	11/13	NIELSEN MADSEN & BARBER SC	631-09-50101-219-000	09/15 PROFESSIONAL S	475.50
153663	11/13	DAN'S TOOLS INC.	520-09-50201-361-000	SET MECH TOOL	459.98
			520-09-50201-361-000	TOOL SOCKET	84.44
				..... CHECK TOTAL	544.42
153664	11/13	CDW-G	110-01-51102-539-000	10/15 DP COMPUTER EQ	1,010.90
			110-01-51102-539-000	10/15 DP COMPUTER EQ	81.97
			110-01-51102-539-000	10/15 DP COMPUTER EQ	55.75
				..... CHECK TOTAL	1,148.62

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153665	11/13	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/13/15 DEDUCTION	743.00
			110-00-21581-000-000	11/13/15 DEDUCTION	400.00
			110-00-21581-000-000	11/13/15 DEDUCTION	104.00
			110-00-21581-000-000	11/13/15 DEDUCTION	87.00
				..... CHECK TOTAL	1,334.00
153666	11/13	GLEASON REDI-MIX	403-11-51202-588-000	10/15 CONCRETE MTRL	980.00
			403-11-51202-588-000	10/15 CONCRETE MTRL	920.00
			403-11-51202-588-000	10/15 CONCRETE MTRL	857.50
			403-11-51202-588-000	10/15 CONCRETE MTRL	736.00
			403-11-51202-588-000	10/15 CONCRETE MTRL	560.00
			403-11-51202-588-000	10/15 CONCRETE MTRL	552.00
			403-11-51202-588-000	10/15 CONCRETE MTRL	472.25
			403-11-51202-588-000	10/15 CONCRETE MTRL	440.00
			403-11-51202-588-000	10/15 CONCRETE MTRL	270.00
				..... CHECK TOTAL	5,787.75
153667	11/13	QUALITY MUDJACKING SERVICE	501-09-50105-219-000	MUDJACKING	10,000.00
153668	11/13	OLIVER ADJUSTMENT COMPANY	110-00-21581-000-000	11/13/15 DEDUCTION	138.07
153669	11/13	U-HAUL CORPORATE SALES	630-09-50101-393-000	10/15 PROVIDE PROPAN	42.31
153670	11/13	MENARDS (KENOSHA)	501-09-50105-344-000	10/15 SW-MERCHANDISE	89.80
			110-05-55109-235-000	10/15 PA-MERCHANDISE	35.52
			110-02-52203-382-000	10/15 FD-MERCHANDISE	23.70
			110-05-55109-361-000	10/15 PA-MERCHANDISE	12.37
				..... CHECK TOTAL	161.39
153671	11/13	DELL COMPUTERS	631-09-50101-363-000	DELL DESKTOPS	3,426.46
			501-09-50101-363-000	DELL DESKTOPS	2,783.08
			110-01-50901-363-000	DELL LAPTOP	956.00
				..... CHECK TOTAL	7,165.54
153672	11/13	MILWAUKEE BUSINESS JOURNAL	110-01-51301-322-000	SUBSCRIPTION	87.95
153673	11/13	RELIABLE DOOR AND DOCK, INC.	520-09-50201-344-000	REPAIR DOOR	448.00
153674	11/13	DOBBERSTEIN LAW FIRM, LLC	110-00-21581-000-000	11/13/15 DEDUCTION	251.26

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153675	11/13	WAVES CO I.T. SOLUTIONS	110-02-52101-219-000	KPD WEB HOSTING	180.00
153676	11/13	MILLER'S FLOWERS	110-01-51301-311-000	SYMPATHY M HAYEK	65.00
153677	11/13	WIS SCTF	110-00-21581-000-000 110-00-21581-000-000	11/13/15 SAL DEDUCT 11/13/15 HRLY DEDCT ..... CHECK TOTAL	10,233.69 1,272.74 11,506.43
153678	11/13	HALLMAN LINDSAY	110-05-55109-244-000	10/15 PA-PAINT/PROD	19.98
153679	11/13	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	11/13/15 DEDUCTION	375.00
153680	11/13	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525 611-09-50101-155-525	12/15 PREMIUM 11/15 ADJUSTMENT ..... CHECK TOTAL	51,239.84 23.44CR 51,216.40
153681	11/13	TIME WARNER CABLE	524-05-50101-219-000	11/15 GOLF CRSE MONT	34.50
153682	11/13	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000 110-01-51801-246-000 520-09-50201-246-000 110-03-53116-246-000 110-05-55109-246-000 520-09-50401-246-000 110-02-52110-246-000	10/15 FD EXTERMINATI 10/15 MB EXTERMINATI 10/15 TD EXTERMINATI 10/15 WA EXTERMINATI 10/15 PA EXTERMINATI 10/15 TD EXTERMINATI 10/15 PD EXTERMINATI ..... CHECK TOTAL	152.00 59.00 55.00 30.00 26.00 24.00 24.00 370.00
153683	11/13	BLUEGLOBES INC.	521-09-50101-344-000	10/15 LIGHTS/MISC	394.29
153684	11/13	KRAAK, ERNEST	222-09-50101-259-908	PRIZES-PIKE RIVER	250.00
153685	11/13	RIMKUS, JASON	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE ..... CHECK TOTAL	1,971.70 28.59CR 98.56CR 98.60CR 122.25CR 227.00CR 1,396.70
153686	11/13	PIRO, RALPH	761-09-50101-111-000 761-00-21514-000-000 761-00-21599-000-000 761-00-21512-000-000 761-00-21511-000-000 761-00-21513-000-000	11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE 11/01-15/15 SERVICE ..... CHECK TOTAL	934.78 13.56CR 25.00CR 31.50CR 57.96CR 78.00CR 728.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153687	11/13	STRYKER SALES CORP.	206-02-52205-385-000	SMRT PAK	1,028.64
153688	11/13	RED THE UNIFORM TAILOR	110-02-52103-367-000	10/15 PD-UNIFORMS	245.80
			110-02-52103-367-000	10/15 PD-UNIFORMS	215.88
			110-02-52103-367-000	10/15 PD-UNIFORMS	183.85
			110-02-52206-367-000	10/15 FD-UNIFORMS	163.70
			110-02-52206-367-000	10/15 FD-UNIFORMS	160.70
			110-02-52206-367-000	10/15 FD-UNIFORMS	125.10
			110-02-52206-367-000	10/15 FD-UNIFORMS	123.55
			110-02-52206-367-000	10/15 FD-UNIFORMS	81.85
			110-02-52206-367-000	10/15 FD-UNIFORMS	38.65
				..... CHECK TOTAL	1,339.08
153689	11/13	UW PARKSIDE	245-09-50101-263-000	TRAINING 10/14-15	468.35
153690	11/13	SUTPHEN TOWERS, INC	110-02-52203-344-000	TRUCK 3 REPAIRS	2,000.00
153691	11/13	KUPFER LAW OFFICES	110-01-52001-219-000	10/30/15 SUB JUDGE	200.00
153692	11/13	HEUER LAW OFFICES, S.C.	110-00-21581-000-000	11/13/15 DEDUCITON	561.92
153693	11/13	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	8/24/15 W/C	567.90
			110-09-56405-161-000	6/23/15 W/C	59.40
			110-09-56405-161-000	8/20/15 W/C	54.90
			110-09-56405-161-000	8/7/15 W/C	54.90
				..... CHECK TOTAL	737.10
153694	11/13	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	9/24/15 W/C	318.60
153695	11/13	AURORA HEALTH CARE	110-09-56405-161-000	9/9/15 W/C	2,898.50
			520-09-50101-216-000	10/15 SCREENS	177.00
			110-00-15601-000-000	10/15 SCREENS	177.00
			110-01-51303-216-000	10/15 SCREENS	148.00
			110-00-14401-000-000	10/15 SCREENS	60.00
				..... CHECK TOTAL	3,460.50
153696	11/13	ATHLETIC & THERAPEUTIC INST.	110-09-56405-161-000	10/15/15 W/C	385.60
			110-09-56405-161-000	10/9/15 W/C	376.73
			110-09-56405-161-000	10/7/15 W/C	376.73
			110-09-56405-161-000	10/1/15 W/C	376.73
			110-09-56405-161-000	9/30/15 W/C	376.73
				..... CHECK TOTAL	1,892.52

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153697	11/13	OCCUCARE SYSTEMS & SOLUTION	110-09-56405-161-000	10/15/15 W/C	1,035.00
			110-09-56405-161-000	10/19/15 W/C	734.84
			110-09-56405-161-000	10/16/15 W/C	634.84
			110-09-56405-161-000	10/21/15 W/C	482.00
			110-09-56405-161-000	10/23/15 W/C	340.00
				..... CHECK TOTAL	3,226.68
153698	11/13	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	9/14/15 W/C	807.10
			110-09-56405-161-000	9/8/15 W/C	193.20
			110-09-56405-161-000	9/8/15 W/C	72.80
				..... CHECK TOTAL	1,073.10
153699	11/13	KELLY, JILL LLC	110-09-56405-161-000	10/7-11/4/15 W/C	407.67
153700	11/13	CADY, DR. CHARLES MD, SC	206-02-52205-219-000	10/15 MEDICAL DIRECT	5,912.67
153701	11/13	WISCONSIN VISION	110-09-56402-164-000	10/15 SAFETY GLASSES	35.00
153702	11/13	KOHN LAW FIRM S.C.	110-00-21581-000-000	11/13/15 DEDUCTION	23.05
153703	11/13	KENOSHA RUNNING CLUB	611-09-50102-259-000	TURKEY DAY RUN REG	390.00
153704	11/13	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	10/15 SERVICES	852.50
153705	11/13	HART, WILLIAM	110-00-13101-000-000	ETF HEATLH OVERPAY	108.36
153706	11/13	JOHNSON, JANE	110-00-13101-000-000	ETF HEALTH OVERPAY	135.45
153707	11/13	CAPTAIN JIM'S	110-09-56404-719-000	FENCE DAMAGE-WINTER	1,375.18
153708	11/13	TIM O'BRIEN HOMES	110-00-21917-000-000	1624 27 AV ESCROW	1,700.00
153709	11/13	HANSEN, RORY	611-00-49135-000-000	11/15 DENTAL PREM	46.88
153710	11/13	WATERFRONT WAREHOUSE, LLC	110-00-44203-000-000	CLASS B BEER/LIQUOR	50.00
153711	11/13	TALMER BANK & TRUST	501-00-13114-000-000	10/15 SW 32034	36.36
153712	11/13	MECHACA, EDUARDO	110-00-46580-000-000	8/6/16 CANCEL SPBH	300.00
			110-00-21905-000-000	8/6/16 CANCEL SPBH	300.00
			110-00-46532-000-000	8/6/16 CANCEL SPBH	25.00
				..... CHECK TOTAL	625.00

START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153713	11/13	BARTLETT, DARBIELLE	110-00-21905-000-000	8/22/15 BENCHES	50.00
153714	11/13	ANAYA, MONICA	402-11-51304-586-000	4909 39 AV SIDEWALK	600.00
153715	11/13	NYBERG, DAN	402-11-51304-586-000	8207 44 AV SIDEWALK	655.50
153716	11/13	CURRAN, MICHAEL	110-09-56404-719-000	GARBAGE CANS DMG	45.00
153717	11/13	KREWSON, SHARON	110-01-51601-261-000	10/15 237 MILES	136.28
153718	11/13	RILEY, DAVID	110-02-52201-311-000	2016 CALENDARS	31.00
153719	11/13	SALAS, DEBRA	110-01-51201-311-000	ELECTION/OFFC SPL	69.43
			110-01-51901-311-000	ELECTION/OFFC SPL	13.53
				..... CHECK TOTAL	82.96
153720	11/13	SWARTZ, MARTHA E.	110-01-51601-261-000	10/15 172 MILES	98.90
153721	11/13	MIKOLAS, KEVIN	110-01-51601-261-000	10/15 422 MILES	242.65
153722	11/13	WILKE, BRIAN	110-01-51601-261-000	10/15 52 MILES	29.90
153723	11/13	GLASS, WILLIAM	110-02-52203-341-000	10/21/15 SUTPHEN	58.00
			110-02-52203-263-000	10/21/15 SUTPHEN	25.00
			110-02-52203-261-000	10/21/15 SUTPHEN	13.50
				..... CHECK TOTAL	96.50
153724	11/13	BILLINGSLEY, SHELLY	501-09-50103-362-000	MOBILE PLAN RACKS	302.60
			110-03-53101-362-000	3 DRY ERASE FRAMES	290.08
			631-09-50101-362-000	MOBILE PLAN RACKS	212.24
				..... CHECK TOTAL	804.92
153725	11/13	CHIAPPETTA, LOUIS	110-01-51601-261-000	10/15 295 MILES	169.62
153726	11/13	WASHINGTON, AL	110-01-50901-261-000	10/15 233 MILES	133.98
153727	11/13	CRUEY, EDWARD	110-01-50901-261-000	10/15 284 MILES	163.30
153728	11/13	SANCHEZ, MARGARITO	110-01-51601-261-000	10/15 462 MILES	265.65

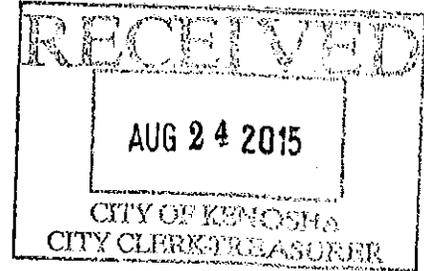
START DATE FOR SUMMARY: 11/01 END DATE FOR SUMMARY: 11/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
153729	11/13	MORETTI, PEP	110-02-52103-263-000	10/30/15 WINNEBAGO	12.00
153730	11/13	HILL, RYAN	110-02-52103-263-000	10/30/15 WINNEBAGO	12.00
153731	11/13	TETRICK, JASON R	110-02-52103-263-000	10/30/15 WINNEBAGO	12.00
153732	11/13	MOORE, MICHAEL	110-01-51601-261-000	10/15 786 MILES	451.95
153733	11/13	KUFFEL, CHASE	631-09-50101-261-000	10/15 203.2 MILES	116.84
153734	11/13	NEWHOUSE, ROBERT	110-01-51601-261-000	10/15 291 MILES	167.33
153735	11/13	BAKER, ELIZABETH	110-01-50901-261-000	10/15 174 MILES	100.05
153736	11/13	PAGOULATOS, KOSTAS	110-01-51601-261-000	10/15 531 MILES	305.33
153737	11/13	FITZGERALD, TRAVIS A	110-09-56405-161-000	2015 MILEAGE/RX REIM	263.91
153738	11/13	KROENING, DOUG	110-01-51601-261-000	10/15 220 MILES	126.50
153739	11/13	GONZALES, MARIO	110-01-51601-261-000	10/15 242 MILES	139.15
153740	11/13	KETTERHAGEN, STEVEN	110-01-51601-261-000	10/15 766 MILES	440.45
153741	11/13	DECKER, JUSTINE	631-09-50101-261-000	10/15 36 MILES	16.10
			501-09-50103-261-000	10/15 36 MILES	4.60
				..... CHECK TOTAL	20.70
153742	11/13	AHLER, JOSEPH	110-02-52203-263-000	10/21/15 SUTPHEN	25.00
153743	11/13	ARNOLDUSSEN, ANDREW	631-09-50101-261-000	10/15 154 MILES	88.55

GRAND TOTAL FOR PERIOD \*\*\*\*\* 2,902,796.03

**NOTICE OF INJURY**  
**Pursuant to Wisconsin Statute Section 893.80**

August 19, 2015



**VIA CERTIFIED MAIL**

City of Kenosha  
Attn: Deb Salas, Clerk  
652 52<sup>nd</sup> Street Room 105  
Kenosha, WI 53140

City of Kenosha Water Utility  
Attn: Edward St. Peter  
4401 Green Bay Road  
Kenosha, WI 53144

**RE: ComSys, Inc. Notice of Injury to City of Kenosha and Kenosha  
Water Utility  
Our Clients/Claimants: ComSys, Inc. and Kathryn McAuliffe**

**Claimants' Names:** ComSys, Inc.  
Kathryne McAuliffe

**Claimants' Address:** ComSys, Inc.  
6021 Durand Avenue Suite 400  
Racine, WI 53406

Kathryne McAuliffe  
4600 Cloverdale Drive  
Racine, WI 53403

**Claimants' phone number:** 262-598-8706

**Date and Time Giving Rise to the Claim:** June 5, 2015

**Location of Event Giving Rise to the Claim:** City Hall or others locations where  
the City or its officials or  
employees acted.

**Circumstances of Claim:** (1) City of Kenosha's breach of Comsys, Inc.'s  
information technology contract and City of Kenosha's  
violation of its duty of good faith and fair dealing, the  
circumstances of which the City was made aware in a  
June 2, 2014 letter from Attorney Nicholas J. Infusino to

City Attorney Edward R. Antaramian which, upon information and belief, was distributed to City Council members and City administration.

(2) Misappropriation, Conversion and Civil Theft of Comsys, Inc.'s and Kathryn McAuliffe's assets.

(3) Misappropriation, Conversion and Civil Theft of Comsys, Inc.'s and Kathryn McAuliffe's trade secrets.

(4) Tortious Interference with Comsys, Inc.'s contracts with its employees.

(5) Intentional Infliction of Emotional Distress based on City Administrator's conduct towards Kathryn McAuliffe the circumstances of which the City was made aware in a June 2, 2014 letter from Attorney Nicholas J. Infusino to City Attorney Edward R. Antaramian which, upon information and belief, was distributed to City Council members and City administration.

(6) Violation of Kathryn McAuliffe's civil rights in violation of 42 U.S. Code § 1983; City officials' conspiracy to interfere with Ms. McAuliffe's civil rights in violation of 42 U.S. Code § 1985 and City officials' neglect to prevent in violation of 42 U.S. Code § 1986 based on the circumstances of which the City was made aware in a June 2, 2014 letter from Attorney Nicholas J. Infusino to City Attorney Edward R. Antaramian which, upon information and belief, was distributed to City Council members and City administration, and further based on the City's subsequent termination of Comsys, Inc.'s Agreement on June 5, 2015 and City officials' conduct during the investigation of such matters.

Please note, investigation of claims and City's conduct is ongoing. This notice may be amended and revised on a future date based upon newly discovered information. It is anticipated that damages in this matter will exceed One Million and No/100 Dollars (\$1,000,000.00). A copy of the June 2, 2014 letter referenced above is enclosed herewith for your convenience.

Signature(s) of Claimants' agents:

**COMSYS, INC. and KATHRYNE McAULIFFE**

**BY THEIR ATTORNEYS:**

**MADRIGRANO, AIELLO & SANTARELLI, LLC**

Attorney Nicholas J. Infusino

State Bar No. 1055455

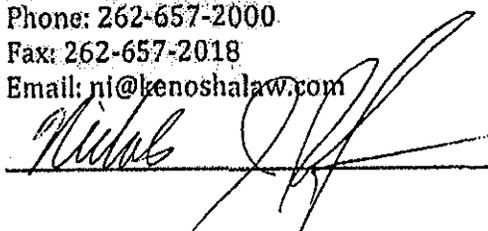
1108 56<sup>th</sup> Street

Kenosha, WI 53140-3669

Phone: 262-657-2000

Fax: 262-657-2018

Email: ni@kenoshalaw.com



Date: 8/19/15

**GIMBEL, REILLY, GUERIN, BROWN, LLP**

Attorney Josh Gimbel

State Bar. No. 1007402

Two Plaza East

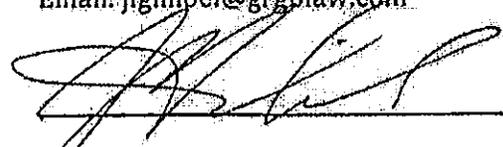
Suite 1170

330 East Kilbourn Avenue

Milwaukee, WI 53202-3146

Phone: 414-224-3648

Email: jlgimbel@grgblaw.com



Date: 8/19/15

CC: *City of Kenosha*  
*Attn: Attorney Edward R. Antaramian*  
*652 52<sup>nd</sup> Street Room 201*  
*Kenosha, WI 53140*

**MADRIGRANO, AIELLO  
& SANTARELLI, LLC**

Attorneys at Law

1108 56th Street, Kenosha, WI 53140

Phone: 262-657-2000 Fax: 262-657-2018

Website: kenoshalaw.com

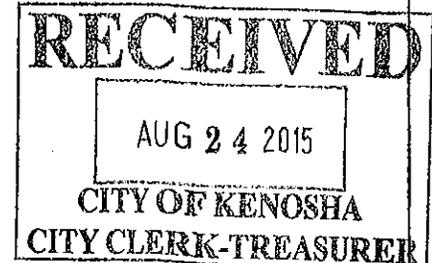
**COPY**

Joseph F. Madrigrano, Jr.  
Thomas P. Aiello, also licensed in IL  
Thomas M. Santarelli, also licensed in MN  
Nicholas J. Infusino

June 2, 2014

Via Email

Attorney Edward R. Antaramian  
625 52nd Street Room 201  
Kenosha, Wisconsin 53140



**RE: ComSys, Inc. Contract with the City of Kenosha and Kenosha Water Utility  
My Clients: ComSys, Inc. and Kathryn McAuliffe**

Dear Attorney Antaramian:

As you are aware, I represent ComSys, Inc. and Kathryn McAuliffe ("Kathy"). As you are further aware, ComSys, Inc. has enjoyed a long standing business relationship as a service provider with the City of Kenosha ("City") and Kenosha Water Utility ("Utility"). On December 31, 2009, Kathy purchased ComSys, Inc. and is currently the sole owner of such. Until recently, Kathy has enjoyed the excellent working relationship she's had with administration and staff for both the City and Utility over the years.

As you are further aware, Kathy has filed a complaint with the Kenosha County Sheriff's Department against a former employee, Tig Kerkman, for potential improprieties against her business and personal interests. Said complaint has since been referred to the Racine County Sheriff's Department due to potential conflicts of interest. The genesis of Kathy's complaint against Mr. Kerkman is the potential improprieties discovered in administrative review performed by Kenosha Police Department ("KPD") in March 2014. These potential improprieties are identified in the Administrative Review Report drafted by Deputy Chief Daniel Miskinis of the KPD dated March 19, 2014. As said report indicates, Mr. Kerkman appears to have been accessing Kathy's and other of her employees' email accounts without their consent. Kathy's emails (especially emails directed to me or her then office manager, David McRoberts) contain confidential and sensitive business information and could have possibly contained sensitive business information such as employee salaries, business strategies and legal strategies for ComSys, Inc. As you are aware from your time in the private sector, corporate espionage is a very serious matter for corporations and needs to be dealt with in a swift and firm manner. Because of this potential for misappropriation of sensitive business information by Mr. Kerkman, Kathy filed a complaint with the Kenosha County Sheriff's Department to have the matter fully vetted and investigated so that proper remedial measures can be taken.

Attorney Edward R. Antaramian  
 June 2, 2014  
 Page 2

On May 30, 2014, at 11:45 P.M., Kathy received an email from the City Administrator and the General Manager for Utility stating that "[e]ffective immediately, other than Zimbra account user access, all other ComSys system access privileges to all City of Kenosha and Kenosha Water Utility computer systems have been temporarily disabled." We've also noticed that a special City Council Meeting has been called for tonight to discuss the contract with ComSys, Inc. and potential litigation strategies (along with a Utility meeting with the same agenda item). Under normal circumstances, these actions would come as a surprise since ComSys, Inc. has never once during Kathy's ownership threatened litigation against the City or Utility. Further, ComSys Inc. has not received any written notices of noncompliance relating to the contracts. Yet, these actions, taken in light of the findings of the March 19, 2014, KPD Administrative Review Report and the City Administrator's dubious conduct over the last nine (9) months in regards to Kathy, ComSys, Inc. and Director of Information Technology position has brought great clarity as to what is taking place.

I am writing this letter to you to layout the timeline of events and the questionable conduct of the City Administrator over the last nine (9) months so that you will have a better understanding of the City Administrator's actions and his likely motive for the meetings tonight. Further, Kathy will likely exercise her First Amendment right and forward this letter directly to the Aldermen along with the supporting documentation so that they too have full knowledge as to the events over the past nine (9) months.

Below is a timeline of relevant events evidencing the City Administrator's dubious conduct:

Date	Event
August 15, 2013	Mr. Kerkman deactivates his email archive with ComSys, Inc. against company policy. This means that his emails are no longer being saved on the email system and are thus being permanently deleted. In light of the below described events, I assume Mr. Kerkman did this so that his involvement, if any, in the creation of the Director of Information Technology position for the City of Kenosha would go undetected by ComSys, Inc.
Late August or Early September 2013	Mr. Kerkman purportedly begins telling people, including some members of KPD, that he has been hired by the City to be the Director of Information Technology. This occurred well before the Director of Information Technology position was ever created and posted and before interviews for such were conducted.
September 24, 2013	The City Administrator meets with Kathy and informs her that he has offered the Director of Information Technology position to Mr. Kerkman and Mr. Kerkman has accepted. The City Administrator also informed Kathy that he would like to reduce her contract amount consistent with Mr. Kerkman's salary with the City. In light of Mr. Kerkman's announcements and the City Administrator's conversation with Kathy, it is abundantly clear that Mr. Kerkman solicited for and was intimately involved in the creation of the Director of Information Technology position in violation of his Noncompete Agreement with ComSys, Inc.

<p>Late September 2013</p>	<p>Kathy again meets with the City Administrator and informs him that she would not be willing to reduce her contract amount with the City unless the City would agree to a longer term in addition to other negotiation points. The City Administrator declines such and ComSys, Inc.'s contractual amount is never reduced. It is further important to note that the ComSys, Inc. contract with the City and Utility requires at least 12 months advance notice for it to be terminated. To date, no notice has been served by any party under the contract.</p>
<p>October, November and/or December 2013</p>	<p>Upon information and belief, the City Administrator championed for the creation of the Director of Information Technology position with the Aldermen under the claim that ComSys, Inc.'s contract would be reduced by the same amount as the Director of Information Technology's cost to the City and therefore, the creation of such will not cost the City anything. This purported claim was made by the City Administrator after he would have full knowledge that ComSys, Inc. would not let him unilaterally reduce the contract amount and after the City Administrator had ceased negotiation with ComSys, Inc. on that point. In your meeting with the Aldermen this evening, you can verify how the Director of Information Technology position was pitched at the time it was being created to determine the veracity of this claim.</p>
<p>November and/or December 2013</p>	<p>The City formally creates the Director of Information Technology position, which to my understanding was created as an unfunded position since ComSys, Inc. was not willing to reduce its contract amount without a longer term and other negotiation points. I assume that the Aldermen were unaware that this was being created as an unfunded position at that time. The Director of Information Technology position is one of the highest compensated positions with the City.</p>

<p>January or February 2014</p>	<p>The job description for the Director of Information Technology is drafted presumably by someone in HR. The Job Description looks pretty standard in most respects except for the section identified on the bottom of Page 2 and the top of Page 3 identified as "Knowledge, Abilities &amp; Skills." The first bullet point contains an interesting subsection of open bullet-points (it is important to note that this is the only part of the Job Description that utilizes open bullet-points). The open bullet-point section contains some highly technical acronyms that I, a former part-owner of an information technology company, have difficulty discerning. It is highly unlikely that someone in HR would have the technical expertise to have crafted this list of credentials. It is also curious that the list of experience requested in this section coincidentally happens to line up with Mr. Kerkman's experience. It is as if this section was drafted based off of Mr. Kerkman's resume. Further, the list of qualifications is suspect in that it does not request or prefer applicants with industry certifications (requesting certifications is relatively common in hiring IT professionals). This is likely because Mr. Kerkman does not have any certifications. Any involvement by Mr. Kerkman in drafting the Director of Information Technology job description would be a direct violation of his Noncompetition Agreement with ComSys, Inc. It would also call into question the City's claim of being an equal opportunity employer since the job description would be skewed to hire Mr. Kerkman, a white male, over possible more qualified applicants. A copy of the job description is attached herewith.</p>
<p>February 18, 2014</p>	<p>The City begins taking applications for the Director of Information Technology position. Thus, the City begins taking applications for a position that the City Administrator had already filled with Mr. Kerkman several months earlier. This raises serious questions as to whether the Civil Service process was followed in good faith in the filling of the Director of Information Technology position. On a personal level, I feel bad for all the applicants that apparently wasted their time applying for and interviewing for a position that likely was not available.</p>
<p>Last week of February 2014</p>	<p>KPD Deputy Chief Daniel Miskinis begins his administrative review of the KPD email correspondence archiving. His full report with all of his investigation timelines and findings is attached herewith.</p>

March 13, 2014	The City Administrator requests a meeting with Deputy Chief Miskinis and curiously interjects himself into the review process. Deputy Chief Miskinis briefs the City Administrator of his initial findings about Mr. Kerkman and further informs him that Mr. Kerkman's access to the Public Safety Building and KPD network was being suspended indefinitely. It is my understanding that Mr. Kerkman's suspended access is still in effect today. Further, around this time, Deputy Chief Miskinis advised Kathy that the backup email server that was examined during the investigative process should be secured and inaccessible to Mr. Kerkman to avoid any possibility of tampering. Based on Deputy Chief Miskinis' direction and to protect the City from further exposure, ComSys, Inc. kept the backup server locked in the server room at the Public Safety Building since Mr. Kerkman did not have access to such.
March 13, 2014 (after City Administrator's meeting with Deputy Chief Miskinis)	The City Administrator calls Kathy to his office for a meeting. During this meeting, he accuses Kathy of initiating the administrative review, which Kathy denies. As you are aware, Deputy Chief Miskinis has confirmed that KPD started the administrative review on its own volition and that Kathy was not involved in the decision to conduct the administrative review. Therefore, Deputy Chief Miskinis confirms Kathy's denial. The City Administrator then tells Kathy that he is greatly disappointed and that it would not be good for ComSys, Inc. if KPD took criminal action against Mr. Kerkman. Kathy understood this as a direct threat to terminate her contract with the City if she did not get KPD to stop its review of Mr. Kerkman's conduct, a process which Kathy had no control over.
March 13, 2014	The City Administrator contacts Tom Genthner, Director of Kenosha Joint Services for copies of her contract, telling him that the relationship between Kenosha Joint Services and ComSys, Inc. needs to be re-examined.
March 14, 2014	Mr. Kerkman goes on sick leave with ComSys, Inc. He never comes back from sick leave.
March 19, 2014	Deputy Chief Miskinis completes his report.
March 20, 2014	The City Administrator calls Kathy to a meeting. At this meeting, the City Administrator informs Kathy that he will terminate ComSys, Inc.'s contract with the City if any criminal action is taken against Mr. Kerkman. Kathy is distraught and confused by the increasingly threatening position taken by the City Administrator on a matter she has no ability to control (i.e. the administrative review being conducted by the KPD).

March or April 2014	Upon information and belief, interviews were conducted for the Director of Information Technology position. In what would typically be deemed fortuitous timing for an employer looking to hire, S.C. Johnson was laying off many individuals in its information technology department. Therefore, the applicant pool for the Director of Information Technology position was likely a well-qualified and diverse applicant pool which would be ideal for an equal opportunity employer like the City of Kenosha. Yet, in what may qualify as the least surprising outcome since the 1919 Chicago White Sox lost the World Series, Mr. Kerkman was hired to be the Director of Information Technology for the City of Kenosha. This decision was made despite the fact that Mr. Kerkman was not allowed access to the Public Safety Building or KPD systems at the time of hiring. Thus, Mr. Kerkman was hired for a position which he was not permitted certain access to fully perform his duties because of past conduct; thus making the hiring of Mr. Kerkman an extremely interesting choice.
April 24, 2014	Kathy met with Chief Morrissey to discuss Kathy's recent discovery that Mr. Kerkman had added himself to the email distribution lists for aldermen@kenosha.org, citydepartmentheads@kenosha.org, ethicscommission@kenosha.org. Chief Morrissey notified you of this via a phone call in her presence.
May 1, 2014	Mr. Kerkman begins his job as Director of Information Technology for the City.
May 8, 2014	I meet with you at your office. During the meeting, the City Administrator came in and interjected himself into our meeting. During this meeting, the City Administrator stated that he never informed Kathy that he was planning to reduce her contract amount or otherwise alter her contract by the creation of the Director of Information Technology position. You were a witness to this statement and I am confident you will answer the Aldermen honestly if asked to confirm that the City Administrator made this statement. I believe this statement directly contradicts the statements purportedly made by the City Administrator to the Aldermen when he was pushing to create the Director of Information Technology position.
May 23, 2014	The City Administrator sends Kathy an email asking questions about moving of the server to Public Safety Building and stating he has things to "consider" over the weekend
May 27, 2014	Racine County Sheriff's Department serves subpoenas on the City
May 30, 2014	Posting of Special Common Council session to discuss litigation strategies for ComSys Inc.'s contract with the City Posting of Kenosha Water Utility board meeting to discuss ComSys, Inc.'s contract
May 30, 2014	City Administrator sends email disabling ComSys access to city equipment.

Despite the City Administrator's conduct described above, which, I believe evidences bad faith under the ComSys, Inc. contract, ComSys, Inc. has never threatened to sue the City or take any other adverse action against the City. The only action taken by ComSys, Inc. to date was to file a complaint with the Kenosha County Sheriff's Department against Mr. Kerkman

Attorney Edward R. Antaramian  
June 2, 2014  
Page 7

based on the findings of Deputy Chief Daniel Miskinis in his March 19, 2014 Report. The matter was later referred to the Racine County Sheriff's Department. The complaint concerned only periods of time in which Mr. Kerkman was an employee of ComSys, Inc. As you know, the matter is currently an active investigation with the Racine County Sheriff's Department. Therefore, as of today, Kathy is a potential witness and a potential victim in such matter. ComSys, Inc. and Kathy have no control over the means and methods used by Racine County Sheriff's Department in their investigation of this matter. Further, ComSys, Inc. and Kathy have no control over what avenues the investigation may take and who it may implicate.<sup>1</sup>

To date, it has been our belief that the events stated in the above timeline were the result of a rogue City Administrator and that any subordinates acting in accordance with such were acting based on the express direction of the City Administrator. Thus, we believed that the above described conduct was not representative of the City as a whole. Since it did not appear that ComSys, Inc.'s contract would be altered or terminated, ComSys, Inc. continued to provide its contractual services without protest. In fact, ComSys, Inc. would have welcomed the creation of the Director of Information Technology position if it was filled by anyone other than Mr. Kerkman, since such position would provide a great technical reporting point for ComSys, Inc. to perform services under its contract. ComSys, Inc. would have even considered reducing its contract amounts to accommodate the City hiring an independent, qualified, ethical and honest Director of Information Technology.

On a personal note, we have the utmost respect for you and the attorneys in your office. It is my understanding and belief that neither you nor anyone in your office had any involvement in and were likely unaware of the matters identified in the above timeline (except for our May 8, 2014 meeting which you obviously had knowledge of and were involved in). We believe the City Administrator, on his own volition and likely in association with Mr. Kerkman, began scheming about ways to misappropriate ComSys, Inc.'s business and employees sometime in the summer of 2013 with the intent of bringing the information technology services in-house. We believe the City Administrator's first step was to bring on Mr. Kerkman and then use Mr. Kerkman to decide which of ComSys, Inc.'s employees he wanted to bring in-house (which employees would then likely be solicited by HR staff in an attempted end around the anti-solicitation provisions in Mr. Kerkman's Noncompete Agreement). The next step would likely be to terminate ComSys, Inc.'s contract because the City would no longer need ComSys, Inc. since it would have already misappropriated its employees and much of its business. The City Administrator most likely would then make a bid for the City to provide the IT services for Kenosha Joint Services.

Now with the events of the last couple of days, I am beginning to believe the City is looking to ratify the City Administrator's past dubious conduct as identified above, by taking

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<sup>1</sup> I understand the City Administrator believes the Racine County Sheriff investigation is a waste of time and forum shopping by Kathy. This is an absolute incorrect characterization of the investigation. The Racine County Sheriff investigation is the first time potential improprieties against Kathy and ComSys, Inc. are being investigated. The KPD review related to internal KPD issues initiated by KPD. Therefore, the Racine County Sheriff investigation, to my knowledge, is completely different than the review conducted by KPD. The fact that search warrants were issued and served I believes evidences the seriousness in which the Racine Sheriff's Department is taking the matter.

adverse action against Kathy and ComSys, Inc. at the request of the City Administrator. Such a move would be both contractually and constitutionally suspect. Kathy exercised her First Amendment Constitutional rights in filing her complaint against Mr. Kerkman. The City Administrator's past threats appear to have been intended to keep Kathy from exercising her constitutional rights. Ultimately, it appears that the current action to be discussed tonight against ComSys, Inc. is intended to "make good" on the City Administrator's past threats directed to Kathy since Kathy chose to exercise her First Amendment right. Further, I find it troubling that the City is looking to punish a potential victim and witness to a crime (as previously threatened) by taking adverse action against ComSys, Inc.'s contract. I also find it suspect that the City would potentially take action against ComSys, Inc. while the complaint is still an active and open investigation. Finally, I find it suspect that ComSys, Inc.'s access to City systems has been suspended whereas Mr. Kerkman, an individual under active investigation for potential tampering with email systems, still enjoys full access (except for access to the KPD). Typically, an individual under an active investigation of a crime directly related to their work duties is placed on paid leave pending resolution of the investigation in order to prevent additional potential exposure. Yet, instead of acting in a way to shield the City from exposure from Mr. Kerkman, both the City Administrator and General Manager of Utility have curiously chosen to act as a sword for Mr. Kerkman by repeatedly attacking Kathy and ComSys, Inc. To direct punitive measures at an alleged victim while fully protecting an alleged accused during an open investigation is unconscionable.

Finally, I find troubling the position the City Administrator has taken as to Mr. Kerkman over the last nine (9) months. First, he purportedly offers him a position with the City before the position is even created, posted and an interview process has taken place. Next, upon information and belief, he convinces Aldermen to approve the Director of Information Technology position, one of the highest compensated positions at the City, under the representation that he would reduce the ComSys, Inc. contract amount by the cost of the position to make the expense a wash in the budget. He purportedly does such even though he has express knowledge that he cannot fulfill this promise. Further, if he did make these representations to the Aldermen, such representations are directly contrary to the representation he made to me in your presence that he never intended on reducing the ComSys, Inc.'s contract amount. I assume he now needs to push the City to terminate the ComSys, Inc.'s contract because he is running out of money in the City budget to pay Mr. Kerkman. I would be interested to see in what City budget category Mr. Kerkman's salary is currently being listed. Continuing what we feel is inappropriate conduct by the City Administrator, he meets with Kathy on two occasions in March 2014 while the KPD is conducting the administrative review to try to strong arm her into getting her to stop the KPD review. This is a request that he likely knows Kathy has no power to fulfill. Then, despite the City Administrator's express knowledge of Deputy Chief Miskinis' Review findings and express knowledge of the fact that Mr. Kerkman's access to the Public Safety Building and KPD systems had been suspended, the City proceeded with hiring Mr. Kerkman. Now, since Kathy has filed a complaint with the Kenosha County Sheriff's Department against Mr. Kerkman relating to potential events that purportedly occurred while he was an employee of ComSys, Inc., and the investigation is now pending, City administration has moved to cut off ComSys Inc.'s access to certain City systems (making ComSys, Inc. unable to fulfill certain aspects of its contracts) and has set special meetings to discuss litigation strategies

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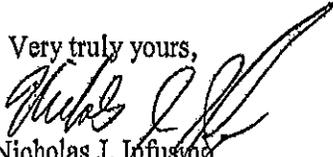
concerning the ComSys, Inc.'s contract (i.e. engaging in victim blaming). Given his conduct over the past nine (9) months, it appears that the City Administrator "doth protest too much." I am very curious to find out why the City Administrator is so adamant against an investigation into Mr. Kerkman's conduct while he was an employee at ComSys, Inc. It seems to me that such an investigation should be unrelated to and would not concern the City.

In sum, I have concerns with actions the City and Utility may be contemplating as it relates to ComSys, Inc. The motive for these Administration recommended potential actions appears to be highly suspect and may be an attempt to curtail Kathy's First Amendment right to Free Speech. Further, such Administration recommended actions may ultimately prove to be an intimidation and harassment of a witness and victim and/or an obstruction of an active investigation. Further, I have concerns that the actions the City and Utility are contemplating would be a breach of their contracts with Comsys, Inc. and a breach of their obligations of good faith and fair dealing under the contracts with ComSys, Inc. Further yet, I have major concerns that the City and Utility, based on the past conduct described above, may have tortiously interfered with ComSys, Inc.'s contractual arrangements with Mr. Kerkman. I have further concerns as to whether Mr. Kerkman breached his Noncompete agreement and his fiduciary duties of loyalty owed to Comsys, Inc. during the past nine (9) months. Finally, I have concerns that the actions the City and Utility are contemplating may be gender motivated. I would be remiss not to point out the fact that ComSys, Inc. is a female owned enterprise. It appears that the creation and fulfillment of the Director of Information Technology position was skewed in a way to give the job to a white male to the detriment of ComSys, Inc., a female owned business and other potential protected class applicants. This concern is magnified in that the City claims to be an equal opportunity employer.

Again, this letter is meant to paint a more complete picture of the last nine (9) months as it relates to ComSys, Inc.'s contracts with the City and Utility so that the Aldermen have as much information as possible when they contemplate options with the ComSys Inc. contracts. All ComSys, Inc. requests is to be treated fairly based on the totality of the facts and circumstances. ComSys, Inc. has enjoyed an excellent relationship with the City and Utility in the past and hopes to continue such relationship moving forward. ComSys, Inc. will continue to strive to provide the City with the best IT services possible. We have the utmost confidence that you and your office will provide recommendations to the Aldermen that are in the best interest of the City as a whole and not just the best interests of certain City employees. We also have the utmost confidence that the Aldermen will take their time, do the sufficient fact finding that they deem warranted and will act ethically for the betterment of the City.

I am available to meet if you would like to discuss the contents in the letter in more detail.

Very truly yours,



Nicholas J. Infusino  
Attorney at Law

CC: Client (via email)