

**AGENDA**  
**FINANCE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, December 19, 2011**  
**5:30 PM**

**Chairman: David F. Bogdala**  
**Aldersperson: Katherine Marks**  
**Aldersperson: Tod Ohnstad**

**Vice Chair: Daniel L. Prozanski, Jr.**  
**Aldersperson: Eric J. Haugaard**  
**Aldersperson: Theodore Ruffalo**

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

Approval of the minutes of the meetings held November 21, 2011 and December 5, 2011.

1. Proposed Ordinance By Aldersperson Steve Bostrom - To Repeal Chapter 28 of the Code of General Ordinances for the City of Kenosha, Entitled "Vacant Building Code" in its Entirety. (PSW – No Recommendation) (*Deferred from 11/21/2011*) **PAGES 1-11**
2. Proposed Ordinance By Aldersperson Patrick Juliana - To Create Section 1.06 A.A. Of the Code of General Ordinances Entitled "Ethics Board" and to Repeal and Recreate Various Sections of Chapter 30 of the Code of General Ordinances Entitled "Code of Ethics". (PSW – Ayes 4, Nays 0, SWU – Tabled at 10/12/11 meeting: Ayes 5, Nays 0, PW - No Recommendation: Ayes 6, Nays 0, L/P - Recommendation Pending) (*Deferred from 11/21/2011*) **PAGES 12-23**
3. Proposed Ordinance By Alderspersons David F. Bogdala and Anthony Nudo - To Repeal and Recreate Various Sections of Chapter 30 of the Code of General Ordinances Entitled "Code of Ethics" (*Deferred from 11/21/2011*) **PAGES 24-29**
4. Proposed Resolution To Rescind a Special Assessment in the Amount of \$280.00 Against the Property at 6814 39<sup>th</sup> Avenue (*Parcel #02-122-02-409-037*) per Request from Bob Munroe (*Amends Resolution #123-11*) (*District #15*) **PAGES 30-42**
5. Proposed Resolution By Aldersperson Jesse L. Downing – To appoint Sergeant David M. Molinaro Humane Officer for the City of Kenosha (PSW – Ayes 5, Nays 0) **PAGES 43-45**
6. Proposed Resolution By the Mayor – To Modify the Table of Organization for the City of Kenosha by Separating the Position of City Clerk/Treasurer/Assessor and to Reestablish the Positions of City Clerk/Treasurer and City Assessor; and to Establish the Pay Ranges for these New Positions **PAGES 46-52**
7. Proposed Resolution – To Transfer of Funds Totaling \$166,000 from the 2011 Contingency Budget to 2011 Labor Negotiations, Personnel and Council Budgets **PAGE 53**
8. Proposed Extension of the Intergovernmental Agreement executed by the Menominee Indian Tribe of Wisconsin, the Menominee Kenosha Gaming Authority, City of Kenosha and the County of Kenosha. **PAGES 54-69**
9. Approve Lease between City of Kenosha, Wisconsin and RKJ3, LLC #10440 (Airport Commission – Ayes 5, Nays 0) **PAGES 70-103**
10. Consideration of Vacant Land Sale and Leaseback Agreement between the City of Kenosha and New Cingular Wireless PCS, LLC for property located at 1613 Washington Road. (Parks – Recommendation Pending) **PAGES 104-143**
11. Approve Disbursement Record #22 in the amount of \$4,177,545.95 **PAGES 144-180**

**CITIZENS COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

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

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

**Finance Committee  
Minutes of Meeting Held Monday, November 21, 2011\***

A meeting of the Finance Committee held on Monday, November, 21 2011 in Room 204 at the Kenosha Municipal Building was called to order at 5:03 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Haugaard, Ohnstad and Ruffalo. Alderperson Prozaski was previously excused. Alderperson Marks arrived during discussion of Item #2. Staff present were: Mayor Keith Bosman; Frank Pacetti, City Administrator; Edward Antaramian, City Attorney; William Richardson, Assistant City Attorney; Jon Mulligan, Assistant City Attorney; Carol Stancato, Director of Finance; Jeff Labahn, Director of City Development; John Morrissey, Chief of Police; Steve Stanczak, Director of Human Resources; Rich Schroeder, Development Coordinator; Shelly Billingsley, Civil Engineer; Brian Reining, Planner; Paula Blise, Zoning Coordinator; Chris Pagels, Soil Erosion Inspector; Martha Swartz, Property Maintenance Inspector; and Rick Hillesland, Commercial Building Inspector.

**It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo, to approve the minutes of the regular meeting held November 7, 2011. Motion carried unanimously.**

1. Proposed Ordinance By Alderperson Steve Bostrom to Repeal Chapter 28 *of the Code of General Ordinances for the City of Kenosha*, Entitled "Vacant Building Code" in its Entirety. (PSW – No Recommendation) (*Deferred from the meeting of 11/7/11*) PUBLIC HEARING: Mr. Labahn spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to defer for 30 days. Motion carried unanimously.**
2. Proposed Ordinance By Alderperson Patrick Juliana to Create Section 1.06 A.A. *of the Code of General Ordinances* Entitled "Ethics Board" and to Repeal and Recreate Various Sections of Chapter 30 *of the Code of General Ordinances* Entitled "Code of Ethics". (PSW – Ayes 4, Nays 0, SWU – Tabled at 10/12/11 meeting: Ayes 5, Nays 0, PW - No Recommendation; L/P – Recommendation Pending) (*Deferred from the meeting of 11/7/11*) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Marks, seconded by Alderperson Ruffalo, to defer for 30 days. Motion carried unanimously.**
3. Proposed Ordinance by Alderpersons David F. Bogdala and Anthony Nudo to Repeal and Recreate Various Sections of Chapter 30 *of the Code of General Ordinances* Entitled "Code of Ethics". (*Deferred from the meeting of 11/7/11*) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Marks, seconded by Alderperson Ruffalo, to defer for 30 days. Motion carried unanimously.**
4. Proposed Ordinance by the Mayor to repeal and recreate Section 1.05 K. as "Department of Community Development and Inspections"; to repeal Section 1.05 N. entitled "Department of Neighborhood Services and Inspections"; to repeal and recreate Sections 1.15 B. and 1.15 C. entitled "Annexation Ordinances Preliminary Reports"; to repeal and recreate Paragraph 17.11 A.7 entitled "Enforcement"; to amend various sections *of the Code of General Ordinances* to reflect a change in name by substituting "Department of Community Development and Inspections" for the "Department of City Development" and the "Department of Neighborhood Services and Inspections" or similar terminology wherever those phrases appear; and to amend various sections *of the Code of General Ordinances* to reflect a change in name by substituting "Director of Community Development and Inspections" for "City Planner" or similar terminology wherever that phrase may appear (PSW – Ayes: 4, Nays: 0) (*Deferred from the meetings of 10/3/11, 10/17/11 and 11/7/11*). PUBLIC HEARING: Mr. Stanczak spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to amend Section Two N.2. to include the language "from an eligibility list supplied by the Personnel Department....". Motion carried (ayes:4; nays:1) with Alderperson Marks voting nay. It was then moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to approve as amended. Motion carried (ayes:4; nays:1) with Alderperson Marks voting nay.**

5. Proposed Resolution by the Mayor to Reorganize Certain Operations of the City of Kenosha with Respect to the Departments of City Development and Neighborhood Services and Inspections and to Subsequently Create the Department of Community Development and Inspections (PSW Recommendation Pending) (Deferred from the meeting of 11/7/11) PUBLIC HEARING: No one spoke. It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to send forward with no recommendation. Motion carried (ayes:4; nays:1) with Alderperson Marks voting nay.
6. Proposed Resolution to Rescind \$160.00 for Unpaid Permit Fees Special Assessment to Jymnea Tungate, 6607 98<sup>th</sup> Avenue (Parcel #03-122-05-250-777) (Amends Resolution #123-11) (District #17) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to concur with the recommendation of staff to approve. Motion carried unanimously.**
7. Proposed Resolution to Rescind \$172.00 for Erosion Control Reinspection Fees Special Assessment to Matthew & Leanne Lavery, 6833 154<sup>th</sup> Avenue (Parcel #03-121-03-405-057) (Amends Resolution #125-11) (District #17). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to concur with the recommendation of staff to approve. Motion carried unanimously.**
8. Proposed Resolution to Rescind \$160.00 for Unpaid Permit Fees Special Assessment to Connie Knudtson, 4507 Harrison Road (Parcel #02-122-02-453-001 (Amends Resolution #123-11) (District #15). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to concur with the recommendation of staff to deny. Motion carried unanimously.**
9. Proposed Resolution to Rescind \$280.00 for Unpaid Permit Fees Special Assessment to Firehouse LLC (Carmen Pillizzi), 6820 Sheridan Road (Parcel #05-123-06-432-011) (Amends Resolution #123-11) (District #3). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to concur with the recommendation of staff to approve. Motion carried unanimously.**
10. Initial Resolution Authorizing the borrowing of Not to Exceed \$3,700,000; Providing for the Issuance and Sale of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Marks, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
11. Proposed Resolution By the Mayor to Place Special Assessments against Benefited Parcels of Property on the 2011 Real Estate Tax Roll for Delinquent Storm Water Bills in an Amount not to Exceed \$453,033.48. PUBLIC HEARING: Carol Stancato spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to approve. Motion carried unanimously.**
12. Approval of Lease between City of Kenosha, Wisconsin and the Italian American Society, Inc. for parcel located at 22nd Avenue and 53rd Street (Parcel# 09-222-36-401-010). (District #7) (PW - Recommendation Pending) PUBLIC HEARING: Steve Torcaso, president, spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
13. Approval of Intergovernmental Agreement for the Former Chrysler Engine Plant between the City of Kenosha and the Wisconsin Department of Natural Resources (District #10). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**

14. Consider the proposed Settlement Agreement and Release of litigation regarding Adams Outdoor Advertising v. City of Kenosha, Case No. 10C-776 (*U.S. Federal Court Eastern District of Wisconsin*). PUBLIC HEARING: No one spoke. **At 6:37 pm, it was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to go into closed session. Motion carried unanimously. After some discussion Alderperson Haugaard left the session and abstained from voting. At 7:07 pm, it was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to reconvene into open session. Motion carried unanimously. It was then moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to send forward with no recommendation. Motion carried (ayes: 4; abstain: 1) with Alderperson Haugaard abstaining.**
15. Approval of Offering Price for Right-of-way Acquisition for Project 08-1021 39<sup>th</sup> Avenue Construction (*18<sup>th</sup> Street to 24<sup>th</sup> Street*) (*District #5*) (PW – Recommendation Pending) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Marks, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
16. Approve Disbursement Record #20 in the amount of \$3,644,445.88. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
17. Request to Rescind Certain Fees to Matthew & Leanne Lavery, 6833 154<sup>th</sup> Avenue (*Parcel #03-121-03-405-057*) (*District #17*) *as follows*:
  - a. To Rescind Erosion Control Reinspection Fee in the Amount of \$90.00
  - b. To Rescind Erosion Control Reinspection Fee in the Amount of \$180.00PUBLIC HEARING: No one spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to concur with the recommendation of staff to approve. Motion carried unanimously.**
18. Request from Maple Lane, LLC to Rescind a Board-up Fee in the Amount of \$246.12 for Parcel #06-123-18-278-011 (*8750 Sheridan Road*) (*District #9*) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to concur with the recommendation of staff to approve. Motion carried unanimously.**
19. Discussion Item: Borrowing of Not to Exceed \$13,280,000 for the Issuance and Sale of General Obligation Bonds for Refunding Tax Increment Project Revenue bonds for the Gordon Food Service Project. PUBLIC HEARING: Carol Stancato, Director of Finance and Gene Schultz, of Piper Jaffray, spoke. **It was moved by Alderperson Ohnstad, seconded by Alderperson Haugaard, to receive and file. Motion carried unanimously.**
20. Discussion Item: NSI Investigation Follow-Up. (*Deferred from the meeting of 11/7/11*) PUBLIC HEARING: Mayor Bosman spoke. **It was moved by Alderperson Marks, seconded by Alderperson Ohnstad, to receive and file. Motion carried unanimously.**

**There being no further business to come before the Finance Committee, it was moved, seconded and unanimously carried to adjourn at 7:10 pm.**

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, December 19, 2011.

**Finance Committee  
Minutes of Meeting Held Monday, December 5, 2011\***

A meeting of the Finance Committee held on Monday, December 5, 2011 in Room 204 at the Kenosha Municipal Building was called to order at 5:32 pm by Chairman Bogdala.

At roll call, the following members were present: Alderpersons Marks, Ohnstad, Prozanski and Ruffalo. Staff present were: Frank Pacetti, City Administrator; Carol Stancato, Director of Finance; Jeff Labahn, Director of City Development; Steve Stanczak, Director of Human Resources; Paula Blise, Zoning Coordinator; Martha Swartz, Property Maintenance Inspector.

**It was moved by Alderperson Ohnstad, seconded by Alderperson Ruffalo, to approve the minutes of the regular meetings held November 11, 16 and 17, 2011. Motion carried unanimously.**

1. KABA 3rd Quarter Loan Report. Alderperson Haugaard arrived. PUBLIC HEARING: Mr. Todd Battle, President of KABA and Richard Rodenbeck, KABA Director of Business Finance, were present. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to receive and file. Motion carried unanimously.**
2. Proposed Ordinance by Alderperson Michael J. Orth to repeal and recreate Section 1.05 K. as "Department of Community Development and Inspections", to amend various sections of the *Code of General Ordinances* to reflect a change in name by substituting "Department of Community Development and Inspections" for the "Department of City Development and Inspections" and correct a reference from "City Development Block Grant Program" to "Community Development Block Grant Program" (*repeals Ordinance 66-11 passed on 11/21/2011*) PUBLIC HEARING: No one spoke. **It was moved by Alderperson Prozanski, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
3. Proposed Resolution to Rescind a Special Assessment in the Amount of \$190.00 for an Unpaid Permit Fee Against the Property at 12230 75<sup>th</sup> Street (Parcel #03-121-01-450-470) per Request from Wisconsin D.O.T. (*Amends Resolution #123-11*) (*District #17*). PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to concur to rescind. Motion carried unanimously.**
4. Proposed Resolution to Rescind a Special Assessment in the Amount of \$280.00 Against the Property at 6814 39<sup>th</sup> Avenue (Parcel #02-122-02-409-037) per Request from Bob Munroe (*Amends Resolution #123-11*) (*District #15*). PUBLIC HEARING: Bob Munroe spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to defer to next meeting. Motion carried unanimously.**
5. Proposed Resolution to Levy a Special Assessment Under Authority of Charter Ordinance No. 26, as Amended, Upon Certain Parcels of Land within the City of Kenosha, Wisconsin. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
6. Proposed Resolution to adopt a Resolution Awarding the Sale of \$13,205,000 General Obligation Refunding Bonds, Series 2011. PUBLIC HEARING: Gene Schultz, Piper Jaffray, answered questions. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
7. Proposed Resolution to adopt a Resolution Awarding the Sale of \$800,000 General Obligation Promissory Notes, Series 2012a. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
8. Proposed Resolution to adopt a Resolution Awarding the Sale of \$2,900,000 Taxable General Obligation Promissory Notes, Series 2012a. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**

9. Consider the Proposed Snow Removal Services Agreement by and between the City of Kenosha (*Through its Department of Public Works*) and J. Malsack/Crown Services, LLC. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
10. Consider the Proposed Snow Removal Services Agreement by and between the City of Kenosha (*Through its Department of City Development*) and J. Malsack/Crown Services, LLC. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Ohnstad, to approve. Motion carried unanimously.**
11. Consider the Proposed Snow Removal Services Agreement by and between the City of Kenosha (*Through Kenosha Area Transit*) and Mohr's Construction, Inc. PUBLIC HEARING: No one spoke. **Motion carried unanimously. It was moved by Alderperson Haugaard, seconded by Alderperson Ruffalo, to approve.**
12. Approve Disbursement Record #21 in the amount of \$5,554,108.33. PUBLIC HEARING: No one spoke. **It was moved by Alderperson Ruffalo, seconded by Alderperson Haugaard, to approve. Motion carried unanimously.**
13. Consider the Proposed Settlement Agreement regarding Daniel Palmer's Workers Compensation Claim. CLOSED SESSION: The Finance Committee may go into Closed Session regarding this item, pursuant to §19.85(1)(g) to confer with legal counsel regarding the status of the pending claim and legal effect of the proposed settlement. **At 6:19 p.m., it was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad, to go into closed session. Motion carried unanimously. At 6:52 p.m., it was moved by Alderperson Haugaard and seconded by Alderperson Prozanski to reconvene into open session. It was moved by Alderperson Haugaard, seconded by Alderperson Prozanski, to approve but not to exceed the city's total liability of \$350,000. Motion carried unanimously.**

**There being no further business to come before the Finance Committee, it was moved by Alderperson Haugaard, seconded by Alderperson Ohnstad and unanimously carried to adjourn at 6:53 p.m.**

\*NOTE: Minutes are unofficial until approval by the Finance Committee at the meeting scheduled for Monday, December 19, 2011.

DEPARTMENT OF CITY DEVELOPMENT  
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KENOSHA, WISCONSIN 53140  
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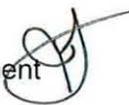


CITY PLAN  
REAL ESTATE  
HISTORIC PRESERVATION  
COMMUNITY DEVELOPMENT BLOCK GRANT  
REDEVELOPMENT

**JEFFREY B. LABAHN**  
Director of City Development

**MEMO**

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

**FROM:** Jeffrey B. Labahn, Department of City Development 

**RE:** **Vacant Building Code - General Code Chapter 28**

**DATE:** November 15, 2011

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The existing Vacant Building Code (Chapter 28 of the Code of General Ordinances) was adopted by the City in 2008. The stated intent of the Code "... is to establish the measures and requirements reasonably necessary to protect the health, safety and welfare of the public from the public nuisances, blight and negative market impact of vacant or abandoned buildings and structures."

The Ordinance applies to all manufacturing, commercial, institutional and mixed-use occupancy buildings vacant for a minimum of 180 consecutive days. The Ordinance also applies to buildings that have been partially vacant for a minimum of 180 consecutive days and have a history of violations. Both an interior and exterior inspection is required to be conducted on an annual basis. The scope of the inspection and maintenance standards is stipulated in the Ordinance.

Approximately one year ago, the Department of Neighborhood Services & Inspections essentially suspended the program based on a concern over the established application fee schedule. The fee schedule previously adopted by Common Council, was \$360.00 plus \$0.07 per square foot of vacant floor space. With the emergence of several large vacant buildings, the established fee structure was not appropriate in proportion to the Staff time committed to each building. During the first two years of the Ordinance, the calculated average cost of issuing a vacant building permit was approximately \$350.00. The recommendation of the department Staff was to amend the fee structure to impose a flat fee of \$360.00 per building. However, due to the retirement of department Staff earlier this year, the fee schedule Amendment did not occur.

Department Staff recognizes the merit of the Vacant Building Code for the primary purpose of stabilizing the integrity of a building during the course of its vacancy. However, department Staff does have the ability to address exterior building issues on a complaint basis. Additionally, the Fire Department does inspect the interior of vacant commercial buildings on a twice yearly basis.

JBL:kas

Draft 06/15/11  
09/2911

**SPONSOR: ALDERPERSON STEVE BOSTROM**

**TO REPEAL CHAPTER 28 OF THE CODE OF GENERAL ORDINANCES FOR THE CITY OF KENOSHA, ENTITLED “VACANT BUILDING CODE” IN ITS ENTIRETY**

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

**Section One:** Chapter 28 of the Code of General Ordinances for the City of Kenosha,

Wisconsin, is hereby repealed in its entirety.

**~~CHAPTER XXVIII~~**  
**~~VACANT BUILDING CODE~~**

~~**28.01 TITLE** This Chapter of the Code of General Ordinances shall be known as the Vacant Building Code.~~

~~**28.02 PURPOSE**~~

~~———— **A.** This Code is enacted to facilitate the identification, inspection of, and to assure the property maintenance of vacant buildings for the purpose of preserving and promoting the public health, safety, prosperity and general welfare, and to abate and prevent public and private nuisances and potential fire hazards.~~

~~———— **B.** The Common Council of the City of Kenosha, Wisconsin, finds that there are now, and may in the future be, vacant buildings which are dilapidated, unsafe, unhygienic and inadequately maintained so as to create or contribute to blight and so as to jeopardize the health, safety, prosperity and general welfare, and so as to create a public and/or private nuisance.~~

~~———— **C.** Intent. The purpose of the Code is to establish the measures and requirements reasonably necessary to protect the health, safety and welfare of the public from the public nuisances, blight and negative market impact of vacant or abandoned buildings and structures.~~

~~**28.03 GENERAL** Scope. The provisions of this Code shall apply to all existing vacant commercial and mixed occupancy buildings, and constitute minimum requirements for permitting and maintaining vacant commercial and mixed occupancy buildings.~~

~~**28.04 RULES OF INTERPRETATION AND DEFINITIONS**~~

~~———— **A. Rules of Interpretation.**~~

~~———— 1. Tense. Words used in the present tense shall be interpreted to include the future tense.~~

~~———— 2. Gender. Words used stating or implying gender shall be interpreted to include the masculine, feminine and neuter.~~

~~———— 3. Number. Words used implying the singular shall be interpreted to include the plural, where appropriate, and vice versa.~~

~~———— 4. May and Shall.~~

~~———— a. The word may is permissive.~~

~~———— b. The word shall is mandatory and not directory.~~

~~———— 5. Used For. The phrase used for shall include the phrases arranged for, designed for, intended for, maintained for, and arranged for.~~

~~————~~ **B. Definitions.**

- ~~————~~ 1. Accessory Building/Structure. A detached building or structure on the same lot, with and of a nature customarily incidental and subordinate to the principal building or structure or use of the land; i.e., a child s-playhouse, garden house, greenhouse, garage, carport, shed, fence, or retaining wall.—
- ~~————~~ 2. Building. Any Structure used or intended for supporting or sheltering any use or occupancy.—
- ~~————~~ 3. Code of General Ordinances. The Code of General Ordinances for the City of Kenosha, Wisconsin, which includes the Vacant Building Code.—
- ~~————~~ 4. Code Official. The Director of the Department of Neighborhood Services and Inspections, or any duly authorized designee of the Director.—
- ~~————~~ 5. Department. The Department of Neighborhood Services and Inspections of the City of Kenosha, Wisconsin.—
- ~~————~~ 6. Exterior Premises. The open space on the premises or the portion of the premises upon which there is not a structure.—
- ~~————~~ 7. Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.—
- ~~————~~ 8. Good Repair. Good Repair shall mean free from blighting and hazardous conditions, clean and sanitary, and in a safe condition.—
- ~~————~~ 9. Imminent Hazard. A condition which could cause serious or life-threatening injury or death at any time.—
- ~~————~~ 10. Mixed Occupancy. Occupancy of a structure in part for residential use and in part for some other lawful use under the Zoning Ordinance, not accessory thereto.—
- ~~————~~ 11. Occupied. A building is occupied when it is open to the public, when a business or manufacturing activity is performed therein, when people reside therein, or when any personal property is moved therein. Any building or structure shall be deemed to be occupied if one or more persons actually conducts a lawful business or resides in all or any part of the building as the licensed business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Chapter, evidence offered to prove that a building is so occupied may include, but shall not be limited to, the regular receipt of delivery of regular mail through the U.S. Postal Service; proof of continual telephone, electric, gas, heating, water and sewer.—
- ~~————~~ 12. Owner. Any person having a title to the premises, as recorded in the Office of the Register of Deeds for Kenosha County, or as recorded on the City of Kenosha assessment rolls.—
- ~~————~~ 13. Partially Vacant. A multi-storied building or structure that has one (1) or more stories vacant.—
- ~~————~~ 14. Responsible Person. A natural person who is the owner, operator or manager of any structure or premises.—
- ~~————~~ 15. Rubbish. Combustible and noncombustible waste materials, except garbage. The term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, and dust and other similar materials.—
- ~~————~~ 16. Structure. Anything constructed or erected, which requires location on the ground or attached to something having location on the ground.—
- ~~————~~ 17. Unified Business District. Any commercial building or group of commercial buildings comprised of permitted and/or conditional uses located on a lot or group of lots, which lot or group of lots has a common ownership, and which is planned, developed or functions as a unit.—
- ~~————~~ 18. Vacant. A building or structure shall be deemed to be vacant if no person or persons actually, currently conducts a lawfully licensed business, or lawfully resides or lives in any part of the building as the legal or equitable owner(s), tenant occupant(s), owner-occupants or tenant(s) on a permanent, nontransient basis.—
- ~~————~~ 19. Waste. Waste shall mean garbage, ashes, rubbish and trash, but not of an earthy or construction nature.—
- ~~————~~ 20. Weeds. Weeds or Noxious Weeds shall mean Canada thistle, leafy spurge, field bindweed (Creeping Jenny), Ambrosia trifida (commonly called Giant Ragweed), Arubuosia trifida (commonly called

~~Common Ragweed), and such other weeds as are defined in Weeds of the Northern Central States, North Central Regional Research Publication No. 281, Bulletin 772, published by the University of Illinois at Urbana-Champaign, College of Agriculture, Agricultural Experiment Station.~~

~~21. Zoning Ordinance. The Zoning Ordinance for the City of Kenosha, Wisconsin.~~

~~C. Terms Defined Elsewhere. Where terms are not defined in this Code and are defined in other City Ordinances, Codes or ASHRAE and NFPA 70, such terms shall have the meanings ascribed to them therein.~~

~~D. Terms Not Defined. Where terms are not defined herein, or through the methods of interpretation authorized by this Section, such terms shall have ordinarily accepted meanings, such as the context indicates.~~

## **~~28.05 APPLICABILITY~~**

~~A. General. The provisions of this Vacant Building Code shall apply to all manufacturing, commercial, institutional and mixed occupancy buildings vacant for one hundred eighty (180) consecutive days, and all manufacturing, commercial and mixed occupancy buildings, which have been partially vacant for one hundred eighty (180) days and have a history of violations of the Code of General Ordinances or of the Zoning Ordinance. All buildings with a valid City of Kenosha Building or Raze Permit shall also be exempt from the provisions of this Code.~~

~~B. Conflict. In any case where a provision of this Code is found to be in conflict with a provision of the Zoning Ordinance or any other provisions of the Code of General Ordinances, the provision which established the higher standard for the protection of the public health, safety and welfare shall prevail.~~

~~C. Application of Other Ordinances. Nothing contained herein shall be deemed to authorize the use of a structure or premises contrary to any other provision of the Code of General Ordinances or the Zoning Ordinance. Repairs, additions or alterations to a structure shall be done in accordance with the procedures and provisions of State law, Chapter 9 of the Code of General Ordinances and NFPA 70. Nothing in this Vacant Building Code shall be construed to cancel, modify or set aside any provision of the Zoning Ordinance.~~

~~D. Existing Remedies. The provisions in this Code shall not be construed to abolish or impair existing remedies of the City, or its officers or agencies, under State laws or other City General or Zoning Ordinances relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary, or the abatement of public nuisances.~~

~~E. Historic Buildings. The provisions of this Code shall apply to structures designated by the Federal Government, State or City as historic buildings. Any work to said structures shall also comply with Chapter 15 of the Zoning Ordinance and Chapter 70 ILHR of the Wisconsin Administrative Code.~~

~~F. Referenced Statutes, Ordinances, Codes and Standards. The Statutes, Ordinances, Codes and standards referenced in this Code shall be incorporated herein by reference and be a part of the requirements of this Code to the prescribed extent of each such reference, and include amendments, renumbering and successor acts.~~

~~G. Requirements Not Covered By This Code. The requirements necessary for the strength, stability, or proper operation of an existing structure or equipment, or for the public safety, health and general welfare, not specifically covered by this Code, shall be determined by the Code Official, subject to a right of appeal to the Board of Housing Appeals.~~

## ~~28.06 SEVERABILITY~~

~~— A. If any provision of this Vacant Building Code is, for any reason, held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, such judgment shall not affect the validity of the remaining provisions of this Code, which shall remain in full force and effect.—~~

~~— B. If the application of any provision of this Vacant Building Code is for any reason held to be an invalid application to a particular premises or structure by any court of competent jurisdiction, such provision shall continue to apply and remain in full force and effect to any premises or structure not specifically included in said judgment.—~~

## ~~28.07 CODE OFFICIAL~~

~~— A. Code Official. The Code Official shall have the authority to exercise the powers and duties of the position specified in this Code. The Code Official shall administer and enforce this Code.—~~

~~— B. Code of Conduct. The Code Official, in administering and enforcing this Code, shall abide by the City of Kenosha's Code of Ethics and the Department's Code of Conduct.—~~

~~— C. Inspections. The Code Official has the power to inspect Premises and structures to determine compliance with this Code. All reports of such inspections shall be in writing, signed or initialed and dated. The Code Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise in the course of their duties, in accordance with Department policy.—~~

~~— D. Right Of Entry. The Code Official is authorized to enter structures or Premises, at reasonable times, with the express or implied consent of the owner, operator or occupant, to inspect in accordance with the Department's Policy and Procedure for Entering Onto Private Property to conduct administrative interior and exterior inspections for Code administration and enforcement and Licensing/Permitting purposes specified in other ordinances. If entry is refused or not obtained, the Code Official is authorized to pursue recourse to obtain entry as provided by law.—~~

~~— E. Reinspections. Every owner, operator and occupant of a Premises shall cooperate with and facilitate reinspections of Premises at reasonable times pursuant to reasonable notice by the Code Official to determine Code compliance with an Order to Repair. Failure by said owner, operator or occupant to cooperate with and facilitate such reinspections by the Code Official shall be a violation of this Code.—~~

~~— F. Obstruction. No owner, or operator of a Premises may deny the Code Official the right to enter and inspect any portion thereof under the control of a lawful occupant where such occupant has consented to said entry and inspection.—~~

~~— G. Denial of Entrance. No occupant of a Premises shall obstruct the owner thereof from complying with any order(s) of the Code Official made under authority of this Code. Obstruction shall include the denial of entrance into a Premises at reasonable times pursuant to reasonable notice.—~~

~~— H. Identification. The Code Official shall carry Department issued identification when entering and inspecting Premises in the performance of their duties under this Code and display such identification, when asked.—~~

~~— I. Notices and Orders. The Code Official shall, as necessary, issue notices and orders to responsible persons and tenants, where relevant, to obtain compliance with this Code.—~~

~~———— J. Department Records. The Director of the Department is responsible for keeping official records of all business and activities of the Department specified in the provisions of this Code in accordance with State and City record-keeping requirements.—~~

## ~~28.08 VACANT OR ABANDONED BUILDING OR STRUCTURE REQUIREMENTS—~~

~~———— A. Vacant Building Permit. The owner of a vacant building or structure shall obtain a Vacant Building Permit for the period during which it is vacant. When a building or structure becomes vacant, as defined by this Code, the owner of the building or structure shall apply for and obtain a Vacant Building Permit and pay the fee, as set forth in Section 28.09. Upon the expiration of a Vacant Building Permit, if the building or structure is still vacant, the owner shall arrange for an inspection of the building and premises with the Code Official pursuant to Section 28.09, and renew the permit within ten (10) days of expiration in the same manner as the expired permit. All renewed permits shall be subject to all conditions and obligations imposed by this Code.—~~

~~———— B. Code Compliance. The owner of a vacant building or structure shall comply with all building, fire, property maintenance, zoning, and other applicable Codes or Ordinances, and shall apply for all necessary building, fire prevention and zoning permits upon application for a Vacant Building Permit.—~~

~~———— C. Waste Removal. The owner of a vacant building or structure shall immediately remove all waste from the interior of the structure. The owner of a vacant building or structure shall also immediately remove any waste, debris or excessive vegetation from the exterior premises surrounding the vacant building or structure in accordance with the vacant building maintenance standards of this Code and the Code of General Ordinances.—~~

~~———— D. Owner's Responsibility. The owner of a vacant building or structure shall immediately lock, barricade or secure all doors, windows and other openings in the building or structure to prohibit entry by unauthorized persons in accordance with the Vacant Building Maintenance Standards of this Code. If the owner does not reside within the State, the owner shall provide to the Code Official, the name, address and telephone number of an agent who is available for service of process within the State of Wisconsin. The owner shall provide to the Code Official, the name, address and telephone number of a manager who is a natural person who is available for contact by the Code Official at all times for emergency repairs and maintenance, and who will respond to the vacant building or structure when required by the Code Official. The agent and manager may be the same person, and/or either may be a Responsible Person. The owner shall notify the Code Official within thirty (30) business days of any changes to the name, address or telephone number of the agent or manager.—~~

~~———— E. Owner's Obligations Continuous Through Term of Vacancy. The obligations of owners of a vacant building or structure are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this Code.—~~

## ~~28.09 VACANT BUILDING PERMIT; INSPECTION; MAINTENANCE STANDARDS; FEES—~~

~~———— A. Permit Application. Application by the owner of a vacant building or structure for a Vacant Building Permit shall be made on a form provided by the Code Official. Applicants shall disclose all measures to be taken to ensure that the building will be kept weathertight, secure from trespassers, and safe for entry by police officers and firefighters in times of exigent circumstances or emergency. The application shall include, but not be limited to, the following:—~~

~~———— 1. Contact information for each owner. If the owner is other than a natural person or persons, the following shall apply, as appropriate:—~~

~~———— a. If the owner is a corporation, limited liability company, limited or liability partnership, the registration statement shall provide the names and residence addresses of all responsible persons and the name and business—~~

~~address of the registered agent for service of process appointed pursuant to Wisconsin State Statutes.~~

- ~~\_\_\_\_\_ b. If an estate, the name and business address of the personal representative of the estate.~~
- ~~\_\_\_\_\_ c. If a trust, the names and addresses of the trustee or trustees.~~
- ~~\_\_\_\_\_ d. If a partnership, the names and residence addresses of the partner or partners.~~
- ~~\_\_\_\_\_ e. If another form of unincorporated association, the name and residence address of a responsible person.~~
- ~~\_\_\_\_\_ f. If an individual person, the name and residence address of that individual person.~~

~~\_\_\_\_\_ 2. Any rehabilitation or demolition plans.~~

~~\_\_\_\_\_ 3. An acknowledgment by the owner that grass and weeds shall not exceed a height of eight (8") inches, and that snow and ice shall be removed from the public right-of-way within twenty-four (24) hours of a snowfall.~~

~~\_\_\_\_\_ B. Inspection of Premises.~~

~~\_\_\_\_\_ 1. Purpose. The Code Official, or his/her designee, may inspect vacant buildings to determine the structural integrity of the building, the repairs necessary to maintain structural integrity, to determine what repair actions must be undertaken to maintain the premises safe for entry of police officers and firefighters in times of exigent circumstances or emergency, that the building and its contents do not present an imminent hazard to the public during the time that the building remains vacant, and that the building and structure are in compliance with the Vacant Building Maintenance Standards.~~

~~\_\_\_\_\_ 2. Inspector. The Code Official, or his/her designee, may conduct inspections made pursuant to the provisions of this Vacant Building Code in conjunction with other inspectors of the Department, police officers, firefighters, or inspectors from other governmental bodies.~~

~~\_\_\_\_\_ 3. Types of Inspections.~~

~~\_\_\_\_\_ a. Code Official Directed.~~

~~\_\_\_\_\_ (1) Implied Consent. Any owner of a building, which is either the subject of a Vacant Building Permit or an application filed by a responsible person, for a Vacant Building Permit, is deemed to have given consent to inspections of the building.~~

~~\_\_\_\_\_ (2) Reinspections. At any time subsequent to the issuance of an Order to Repair, the Code Official may conduct reinspections to determine compliance with the Order to Repair. Such reinspections will be conducted only after a reasonable time has been afforded to a responsible party to comply with portions of the Order. Reinspections are subject to reinspection fees under Section 28.11.~~

~~\_\_\_\_\_ (3) Emergency Inspections/Emergency Repairs. If, at any time, the Code Official has reason to believe that an emergency situation exists with respect to the building, which tends to create an imminent hazard to health, welfare or safety of the general public, the Code Official may enter the building to inspect the premises, without notifying the responsible party or obtaining a warrant. If the Code Official finds an emergency situation exists in fact, which presents an imminent hazard to the health, welfare or safety of the general public, the maintenance of which, until such time as the responsible party could conduct the repairs, would be unreasonable, the Code Official may cause any reasonable action, including the employment of necessary labor and materials, to perform emergency repairs. Costs incurred in the performance of emergency repairs shall be paid by the City and the Code Official shall recover the costs through special assessments levied against the benefited property. A One Hundred (\$100.00) Dollar administrative fee for processing and administering the special assessment shall be added to the special assessment against the benefited property.~~

~~\_\_\_\_\_ (4) Inspections Made Pursuant To A Special Inspection Warrant. If any responsible party takes any action contrary to the Implied Consent given by the owner in Section 28.09 B.3.a.(1), above, the owner hereby consents to the issuance of a Special Inspection Warrant by a judge of a court of competent jurisdiction, pursuant to Section 66.0119, Wisconsin Statutes, or any successor thereof. Any interior inspection made pursuant to a Special Inspection Warrant shall be deemed a reinspection for the purpose of imposition of fees pursuant to~~

Section 28.11.

~~\_\_\_\_\_ b. Responsible Party Requests For Inspection. Requests from responsible parties for inspections of buildings which are both subject to a Vacant Building Permit and are under the control of the requesting responsible party. \_\_\_\_\_~~

~~\_\_\_\_\_ C. Issuance of Orders To Repair. The Code Official, upon inspection, shall issue orders to repair for work needed to: \_\_\_\_\_~~

~~\_\_\_\_\_ 1. Adequately protect the building from intrusion by trespassers and from deterioration by the weather in accordance with the Vacant Building Maintenance Standards set forth in this Code; and, \_\_\_\_\_~~

~~\_\_\_\_\_ 2. Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency. When issuing such orders, the Code Official shall specify the time for completion of the work. All work done pursuant to this Section shall be done in compliance with the applicable Building, Fire, Property Maintenance and Zoning Codes and Ordinances. \_\_\_\_\_~~

~~\_\_\_\_\_ D. Issuance of Vacant Building Permit. The Code Official shall issue a Vacant Building Permit upon being satisfied that the building has been inspected and is in compliance with the Vacant Building Maintenance Standards set forth in this Vacant Building Code, and is adequately protected from intrusion by trespassers and from deterioration by the weather. This Permit shall be effective for a period of three hundred sixty (360) days. \_\_\_\_\_~~

~~\_\_\_\_\_ E. Vacant Building Maintenance Standards. A vacant building or structure shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following Vacant Building Maintenance Standards: \_\_\_\_\_~~

~~\_\_\_\_\_ 1. Building Openings. Doors, windows, arcways, and other openings shall be weathertight and secured against entry by birds, vermin and trespassers. Missing or broken glass in doors, windows and other such openings shall be repaired/replaced with glass. No building opening shall be boarded. All first floor or ground-level windows, doors and openings shall be free of any posters, paper or fabric coverings. \_\_\_\_\_~~

~~\_\_\_\_\_ 2. Roofs. The roof and flashings shall be sound and tight, not admit moisture, or have defects which might admit moisture, rain or roof draining; and, allow for drainage to prevent dampness or deterioration in the interior walls or interior of the building. \_\_\_\_\_~~

~~\_\_\_\_\_ 3. Drainage. The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner. \_\_\_\_\_~~

~~\_\_\_\_\_ 4. Building Structure. The building shall be maintained in good repair, structurally sound, and free from debris, rubbish and garbage. The building shall be maintained in a sanitary manner and in a manner that does not pose a threat to the public health, safety and welfare. \_\_\_\_\_~~

~~\_\_\_\_\_ 5. Structural Members. The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads. \_\_\_\_\_~~

~~\_\_\_\_\_ 6. Foundation Walls. The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to the public health, safety and welfare, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, and be animal and rat proof. \_\_\_\_\_~~

~~7. Exterior Walls. The exterior walls shall be free of holes, breaks, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.~~

~~8. Decorative Features. The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be safe, anchored and in good repair. Exposed metal, wood or other surfaces shall be protected from the elements and against decay or rust by periodic applications of weather-coating materials, such as paint or similar surface treatment.~~

~~9. Overhanging Extensions. All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.~~

~~10. Chimneys and Towers. Chimneys, cooling towers, smokestacks and similar appurtenances shall be structurally safe and in good repair. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.~~

~~11. Walkways. Public walkways shall be in good repair, shall be safe for pedestrian travel, and shall be free of snow and ice. Snow and ice removal shall be completed within twenty-four (24) hours of a snowfall.~~

~~12. Accessory Building/Structures. Accessory buildings/structures such as garages, sheds and fences shall be free from safety, health and fire hazards; and, shall comply with these Vacant Building Maintenance Standards.~~

~~13. Exterior Premises. The premises upon which the structure or building is located shall be clean, safe, sanitary, free from waste, rubbish, garbage, excessive vegetation, exterior storage, and shall not pose a threat to the public health, welfare or safety.~~

~~F. Vacant Building Permit Fee. The Common Council shall from time to time, by Resolution, establish a Vacant Building Permit fee.~~

~~G. Unpaid Permit. If an application for a Vacant Building Permit is filed, and following mailing of a second notice of Permit fees due to the applicant, Permit fees, as provided for by this Chapter, remain unpaid, said fees shall be charged to the property owner of record as a special assessment against the real estate upon which the Permit is issued and shall be a lien upon the Premises until paid in full, with interest accruing on the unpaid balance at a rate of interest established in Section 2.10 of the Code of General Ordinances. There shall also be a One Hundred (\$100.00) Dollar Administrative Fee added to the charge and special assessment to cover the administrative costs of charging and assessing the Premises.~~

~~**28.10 BOARD OF HOUSING APPEALS**—Appeal and Fee. Any person receiving a notice of violation and order which has been issued in connection with the enforcement of any provision of this Code and aggrieved thereby, may appeal the order and shall be granted a hearing on the matter before the Board of Housing Appeals, provided that such person shall file in the Office of the Department of Neighborhood Services and Inspections a written notice of appeal and request for hearing, setting forth a brief statement of the grounds therefor, within twenty (20) days after the date the notice of violation and order was served. Upon receipt of such appeal, the Board of Housing Appeals shall set a time and place for such hearing and shall give the petitioner written notice thereof. At such hearing the petitioner shall be given an opportunity to be heard and to show why such notice of violation and order should be modified or withdrawn. No appeal to the Board of Housing Appeals shall be deemed perfected or shall be heard until the appellant shall pay an appeal fee of Twenty-five (\$25.00) Dollars.~~

~~**28.11 REINSPECTION FEES**—To compensate the City for inspection and administrative costs related to the enforcement of this Chapter, an escalating fee established by the Common Council through resolution, may be charged for any reinspection following the initial inspection which resulted in a order for corrective action, and the first reinspection to determine compliance with an order for corrective action issued hereunder. There shall be no reinspection fee for a final inspection indicating compliance, or for a reinspection occurring during the period of an approved time extension granted for good cause and involving a good faith effort on the part of the property owner to comply with the order. Reinspection fees which are not paid by or on behalf of the property owner within thirty (30) days of mailing an invoice to the property owner of record on the City tax roll shall be charged and collected as a special assessment against the real estate upon which the reinspections were made, and shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven (7%) percent per annum. There shall also be a One Hundred (\$100.00) Dollar administrative charge added to the charge and special assessment to cover the administrative costs of charging and specially assessing the property.~~

~~**28.12 PENALTIES**~~

~~—A. Violation Penalties. Any person who shall violate a provision of this Code shall, upon conviction, be subject to a forfeiture of not more than One Thousand (\$1,000.00) Dollars; and, in addition, shall pay the costs and expenses of prosecution. Each day such violation continues shall be considered a separate offense. Failure to promptly pay said forfeiture shall subject the violator to be sentenced to the County Jail for a period not to exceed sixty (60) days.—~~

~~—B. Abatement of Violation. The imposition of the penalties herein prescribed shall not preclude the City Attorney from instituting appropriate action to restrain, correct, or abate a violation, or to prevent illegal occupancy of a structure or premises, or to stop an illegal act, conduct business, or utilization of the structure or premises.—~~

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

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

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

**SPONSOR: ALDERPERSON STEVE BOSTROM**

**TO REPEAL CHAPTER 28 OF THE CODE OF GENERAL  
ORDINANCES FOR THE CITY OF KENOSHA, ENTITLED  
“VACANT BUILDING CODE” IN ITS ENTIRETY**

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

**Section One:** Chapter 28 of the Code of General Ordinances for the City of Kenosha, Wisconsin, is hereby repealed in its entirety.

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

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

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

Passed:

Published:

Drafted By:  
MATTHEW A. KNIGHT  
Deputy City Attorney

Draft 9/12/11

SPONSOR: ALDERPERSON PATRICK JULIANA

Proposed amendments  
by Sponsor 10/17/11

**TO CREATE SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED “ETHICS BOARD” AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED “CODE OF ETHICS”**

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

**Section One:** SECTION 1.06 A.A. of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**1.06 A.A. ETHICS BOARD.**

**1. Title.** There is hereby created an Ethics Board.

**2. Purpose.** The purpose of the Ethics Board is to render advisory opinions regarding the application of the City of Kenosha Code of Ethics, receive and investigate verified complaints alleging violations of the Code of Ethics, conduct hearings concerning alleged violations of the Code of Ethics, and make written findings of fact conclusions of law, determinations and recommendations regarding violations of the Code of Ethics.

**3. Members.** There shall be five (5) members who are residents of the City, one of whom shall be an attorney licensed to practice law in this State. Members of the Ethics Board shall not be elected officials, persons appointed to elective office, full-time appointed officials, or City employees, nor shall they be currently serving on any other City Board, Commission or Authority. All members shall be appointed by the Mayor and confirmed by the Common Council.

**4. Term.** The term of members shall be five (5) years, which shall be staggered by creating initial terms for a period of one (1), two (2), three (3), four (4) and five (5) years, respectively.

**5. Officers.** The Board shall elect a chairperson and a vice-chairperson from among its members at its initial meeting and annually at its first meeting of each calendar year.

**6. By-Laws.** The Board may, from time to time, adopt by-laws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records, and treating other matters.

**7. Duties.** The Board shall have the duties specified in Chapter 30 of the Code of General Ordinances as may be amended from time to time.

**Section Two:** Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

**Section Three:** Sections 30.08 through 30.20 of Chapter XXX of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

### **30.08 ADMINISTRATION AND ENFORCEMENT**

Except as otherwise provided in this Chapter, the Code of Ethics shall be administered and enforced by the Ethics Board.

### **30.09 ADVISORY OPINIONS**

Any covered person or the Office of the City Attorney may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter or matters to which the covered person is or may become a party. Any appointing officer, with the consent of the prospective appointee, may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a written request for an advisory opinion and advise the person making the request. Advisory opinions of the Ethics Board shall be in writing. It shall be prima facie evidence of intent to comply with the Code of Ethics when a person making a written request for an advisory opinion abides by the advisory opinion of the Ethics Board provided the material facts are as stated in the advisory opinion request.

The identity of the person requesting the written advisory opinion, the request for an advisory opinion, any documents or records obtained or filed in connection with the request for an advisory opinion and any written advisory opinion of the Ethics Board shall not be made public and shall be closed in whole to public inspection unless the individual requesting the advisory opinion consents in writing to make public the individual's identity, the request, documents, records and/or advisory opinion. Meetings of the Ethics Board at which deliberations and actions are taken in connection with a written request for an advisory opinion shall not be open to the public. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion, documents or records obtained or prepared by the Ethics Board, including the Ethics Board advisory opinion, in connection with the request for an advisory opinion. Notwithstanding the foregoing, the Ethics Board may, but is not obligated to, make public a summary of an advisory opinion after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion.

### **30.10 COMPLAINTS**

**A. Filing of Complaints.** Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

**B. Sufficiency of Complaints.** Within ten (10) working days of the receipt of the verified complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is

the subject of the investigation. Within ten (10) working days of the adoption of the motion, the Ethics Board shall forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

**C. Limitations.** No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

### **30.11 POWERS**

Pursuant to any investigation or hearing conducted under this Chapter, the Ethics Board has the power to:

**A.** Require any person to submit in writing such reports, documents, information and answers to questions in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe, such submission to be made within such period and under oath or otherwise as the Ethics Board may determine.

**B.** Require all persons who are the subject of the investigation or hearing to execute releases, authorizations and/or waivers to permit the Ethics Board to obtain information and documents in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe.

**C.** Administer oaths and issue subpoenas signed by the chairperson, or vice-chairperson in the absence of the chairperson, compelling the attendance and testimony of individuals and the production of any documentary evidence relating to the investigation or hearing being conducted.

**D.** Request and obtain from the Wisconsin Department of Revenue copies of state income tax returns and access to other appropriate information under Section 71.78 Wis. Stats. regarding all persons who are the subject of the investigation or hearing.

**E.** Retain the services of a court reporter, investigator, outside legal counsel, or other experts and staff as may be necessary from time to time in the administration of this Chapter.

### **30.12 PROBABLE CAUSE OF VIOLATION**

Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order

setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty-five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.

### 30.13 INVESTIGATION AND HEARING PROCEDURE

The Ethics Board shall have the power to adopt by-laws and rules of procedure, including those related to the manner of conducting investigations and hearings. Any hearing before the Ethics Board shall be presided over by the chairperson or vice-chairperson in the absence of the chairperson. The Ethics Board may retain counsel and other experts and staff as needed in accordance with its by-laws to assist and advise the Ethics Board. The accused covered person may be represented by counsel. The accused covered person may present evidence, call and examine witnesses and cross-examine any witnesses called. All witnesses shall be sworn and all testimony shall be recorded by a court reporter. Upon request the Ethics Board shall issue subpoenas to compel the attendance of witnesses. The formal rules of evidence will not apply although basic principles of relevance, materiality, hearsay and probative value will be observed. The Ethics Board shall not find a violation of the Code of Ethics except upon a preponderance of the evidence admitted at the hearing. The hearing shall be conducted in closed session unless the accused covered person requests in writing that the hearing be open to the public.

### 30.14 DETERMINATIONS

Deliberations of the Ethics Board during or following a hearing shall be in closed session. Unless otherwise extended, within forty-five (45) days following the conclusion of the hearing, the Ethics Board shall issue written findings, determinations, ~~orders~~ and recommendations. If the Ethics Board determines that no violation of the Code of Ethics occurred, the Ethics Board shall as soon as practicable send written notice of such determination to the accused covered person and the complainant. If the Ethics Board determines that a violation of the Code of Ethics has occurred, the findings and determinations may contain one or more of the following ~~orders or~~ recommendations:

~~A. In the case of a covered person who is a City officer as defined by Wisconsin Statute a recommendation that the City officer be reprimanded, censured, suspended or removed from office. The recommendation shall be made to the appropriate disciplinary authority who may reprimand, censure, suspend or remove the City officer from office.~~

~~B. In the case of a covered person who is a City employee a recommendation that the City employee be discipline or discharged. The recommendation shall be made to the appropriate disciplinary authority.~~

~~C. An order requiring the covered person to conform his or her conduct to the Code of Ethics.~~

~~D. A recommendation that the City Attorney commence a civil forfeiture action in Municipal Court for a violation of the Code of Ethics.~~

~~E. A recommendation that the district attorney investigate and/or prosecute.~~

~~Notwithstanding the foregoing, no covered person subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.~~

**A. In the case of a covered person who is a City elected official a recommendation to the Common Council that:**

- 1. the elected official be required to conform his or her conduct to the Code of Ethics,**

2. the City Attorney commence a civil forfeiture action in Municipal Court against the elected official for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the elected official for a violation of the Code of Ethics, or
4. the elected official be sanctioned, reprimanded, censured, suspended or removed from office.

**B.** In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council a recommendation to the Common Council that:

1. the appointed person be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the appointed person for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the appointed person for a violation of the Code of Ethics, or
4. the appointed person be sanctioned, reprimanded, censured, suspended or removed from the City board, commission, authority or committee.

**C.** In the case of a covered person who is a City employee a recommendation to the Civil Service Commission or the Board of Police and Fire Commissioners, as appropriate, that:

1. the employee be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or
4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.

### **30.15 REIMBURSEMENT OF LEGAL EXPENSES**

In the event a complaint against an accused covered person is dismissed in its entirety the Ethics Board, the accused covered person shall be paid by the City for the reasonable cost of the defense upon assigning to the City any cause of action to recover the legal expenses incurred by the accused covered person from the complainant. The City in its discretion may pursue such assigned cause of action to recover the legal expenses from the complainant where the complaint has been dismissed in its entirety by the Ethics Board.

### **30.16 PUBLIC INSPECTION OF RECORDS**

Except as provided in this Section, all records in the possession of the Ethics Board shall be open to public inspection at all reasonable times. The following records in the possession of the Ethics Board are not open to public inspection:

**A.** Records obtained in connection with a request for an advisory opinion other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions. The Ethics Board may however, make such records public with the consent of the person requesting the advisory opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and of any record obtained or prepared by the Ethics Board, including the advisory opinion, in connection with the request for an advisory opinion.

**B.** Records obtained or prepared by the Ethics Board in connection with an investigation, except that the Ethics Board shall permit inspection of records that are made public in the course of a hearing by the Ethics Board to determine if a violation of the Code of Ethics has occurred. Whenever the Ethics Board refers investigation and hearing records to the appropriate disciplinary authority under Section 30.14 the records may be made public

in the course of prosecution initiated under this Ordinance.

**30.17 FAILURE TO COOPERATE**

The failure of any accused covered person to cooperate with the Ethics Board in the investigation, hearing and disposition of complaints filed under this Ordinance shall be deemed a violation of the Code of Ethics subject to enforcement as provided in this Ordinance.

**30.18 SEVERABILITY**

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

**30.19 PENALTY**

In addition to any other action, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including actual reasonable attorney fees and expenses, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

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

**SPONSOR: ALDERPERSON PATRICK JULIANA**

**TO CREATE SECTION 1.06 A.A. OF THE CODE OF GENERAL ORDINANCES ENTITLED “ETHICS BOARD” AND TO REPEAL AND RECREATE VARIOUS SECTIONS OF CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES ENTITLED “CODE OF ETHICS”**

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

**Section One: SECTION 1.06 A.A.** of the Code of General Ordinances for the City of

Kenosha, Wisconsin, is hereby created as follows:

**1.06 A.A. ETHICS BOARD.**

**1. Title.** There is hereby created an Ethics Board.

**2. Purpose.** The purpose of the Ethics Board is to render advisory opinions regarding the application of the City of Kenosha Code of Ethics, receive and investigate verified complaints alleging violations of the Code of Ethics, conduct hearings concerning alleged violations of the Code of Ethics, and make written findings of fact conclusions of law, determinations and recommendations regarding violations of the Code of Ethics.

**3. Members.** There shall be five (5) members who are residents of the City, one of whom shall be an attorney licensed to practice law in this State. Members of the Ethics Board shall not be elected officials, persons appointed to elective office, full-time appointed officials, or City employees, nor shall they be currently serving on any other City Board, Commission or Authority. All members shall be appointed by the Mayor and confirmed by the Common Council.

**4. Term.** The term of members shall be five (5) years, which shall be staggered by creating initial terms for a period of one (1), two (2), three (3), four (4) and five (5) years, respectively.

**5. Officers.** The Board shall elect a chairperson and a vice-chairperson from among its members at its initial meeting and annually at its first meeting of each calendar year.

**6. By-Laws.** The Board may, from time to time, adopt by-laws and rules of procedure fixing the time and place of meeting, prescribing the manner of keeping records, and treating other matters.

**7. Duties.** The Board shall have the duties specified in Chapter 30 of the Code of General Ordinances as may be amended from time to time.

**Section Two: Sections 30.08 through 30.13** of the Code of General Ordinances for

the City of Kenosha, Wisconsin are hereby repealed.

**Section Three: Sections 30.08 through 30.20** of Chapter XXX of the Code of General

Ordinances for the City of Kenosha, Wisconsin are hereby created as follows:

**30.08 ADMINISTRATION AND ENFORCEMENT**

Except as otherwise provided in this Chapter, the Code of Ethics shall be administered and enforced by the Ethics Board.

### **30.09 ADVISORY OPINIONS**

Any covered person or the Office of the City Attorney may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter or matters to which the covered person is or may become a party. Any appointing officer, with the consent of the prospective appointee, may make a written request of the Ethics Board for an advisory opinion regarding the propriety of any matter to which the prospective appointee is or may become a party. The Ethics Board shall review a written request for an advisory opinion and advise the person making the request. Advisory opinions of the Ethics Board shall be in writing. It shall be prima facie evidence of intent to comply with the Code of Ethics when a person making a written request for an advisory opinion abides by the advisory opinion of the Ethics Board provided the material facts are as stated in the advisory opinion request.

The identity of the person requesting the written advisory opinion, the request for an advisory opinion, any documents or records obtained or filed in connection with the request for an advisory opinion and any written advisory opinion of the Ethics Board shall not be made public and shall be closed in whole to public inspection unless the individual requesting the advisory opinion consents in writing to make public the individual's identity, the request, documents, records and/or advisory opinion. Meetings of the Ethics Board at which deliberations and actions are taken in connection with a written request for an advisory opinion shall not be open to the public. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person waives the confidentiality of the request for an advisory opinion, documents or records obtained or prepared by the Ethics Board, including the Ethics Board advisory opinion, in connection with the request for an advisory opinion. Notwithstanding the foregoing, the Ethics Board may, but is not obligated to, make public a summary of an advisory opinion after making sufficient alterations in the summary to prevent disclosing the identities of individuals involved in the opinion.

### **30.10 COMPLAINTS**

**A. Filing of Complaints.** Any person may file a complaint against any covered person alleging a violation of the Code of Ethics with the Ethics Board. The complaint shall be filed with the City Department of Human Resources. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

**B. Sufficiency of Complaints.** Within ten (10) working days of the receipt of the verified complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the verified complaint and a general statement of the applicable provisions of the Code of Ethics. Within twenty (20) working days after mailing, the Ethics Board shall meet to determine whether based upon the face of the verified complaint sufficient facts are alleged to constitute a violation of the Code of Ethics. If the Ethics Board determines that the verified complaint does not allege facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall dismiss the complaint and notify the complainant and the accused covered person. If the Ethics Board determines that the verified complaint was brought for harassment purposes, the Ethics Board shall so state.

If the Ethics Board determines that the verified complaint alleges facts sufficient to constitute a violation of the Code of Ethics, the Ethics Board shall conduct an investigation. The Ethics Board shall authorize any investigation by a motion which shall state the nature and purpose of the investigation and the actions or activities to be investigated. Upon adoption of a motion, the Ethics Board shall notify each accused covered person who is the subject of the investigation. Within ten (10) working days of the adoption of the motion, the Ethics Board shall

forward by regular mail a copy of the motion to each accused covered person identified in the motion together with a notice informing the accused covered person that he or she is the subject of the investigation together with a general statement of the applicable provisions of the Code of Ethics involved in the investigation. Service of the notice is complete upon mailing.

If during the course of an investigation, the Ethics Board finds probable cause to believe that a violation of the Code of Ethics other than one contained in the verified complaint has occurred, the Ethics Board may amend the complaint upon its own motion to include such violations and to conduct an investigation. Within ten (10) working days of the adoption of the motion amending the complaint, the Ethics Board shall forward by regular mail to the accused covered person a copy of the motion, the amended complaint and a general statement of the applicable provisions of the Code of Ethics involved in the amended complaint and investigation. Service is complete upon mailing.

**C. Limitations.** No action may be taken by the Ethics Board on any complaint which is filed with the Ethics Board later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

### **30.11 POWERS**

Pursuant to any investigation or hearing conducted under this Chapter, the Ethics Board has the power to:

**A.** Require any person to submit in writing such reports, documents, information and answers to questions in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe, such submission to be made within such period and under oath or otherwise as the Ethics Board may determine.

**B.** Require all persons who are the subject of the investigation or hearing to execute releases, authorizations and/or waivers to permit the Ethics Board to obtain information and documents in connection with the proceedings conducted under this Chapter as the Ethics Board may prescribe.

**C.** Administer oaths and issue subpoenas signed by the chairperson, or vice-chairperson in the absence of the chairperson, compelling the attendance and testimony of individuals and the production of any documentary evidence relating to the investigation or hearing being conducted.

**D.** Request and obtain from the Wisconsin Department of Revenue copies of state income tax returns and access to other appropriate information under Section 71.78 Wis. Stats. regarding all persons who are the subject of the investigation or hearing.

**E.** Retain the services of a court reporter, investigator, outside legal counsel, or other experts and staff as may be necessary from time to time in the administration of this Chapter.

### **30.12 PROBABLE CAUSE OF VIOLATION**

Upon conclusion of the investigation, the Ethics Board shall make a determination of whether or not probable cause exists to believe that a violation of the Code of Ethics has occurred. If the Ethics Board determines that no probable cause exists, the Ethics Board shall send written notice of such determination to the accused covered person and the complainant as soon as practicable. If the Ethics Board determines that there is probable cause to believe that a violation of the Code of Ethics has occurred, the Ethics Board shall issue written findings of fact and conclusions setting forth the basis for the probable cause finding which may also contain a referral to the district attorney recommending further investigation and possible prosecution and /or an order setting a date for a hearing to determine whether a violation of the Code of Ethics has occurred. The notice of

hearing, probable cause findings and conclusions and a copy of the complaint shall be served upon the accused covered person. The hearing shall be held within forty-five (45) days after the date it is ordered unless the accused covered person petitions for and the Ethics Board consents to a later date. The Board of Ethics shall provide the accused covered person or his or her counsel exculpatory evidence in the possession of the Ethics Board.

### **30.13 INVESTIGATION AND HEARING PROCEDURE**

The Ethics Board shall have the power to adopt by-laws and rules of procedure, including those related to the manner of conducting investigations and hearings. Any hearing before the Ethics Board shall be presided over by the chairperson or vice-chairperson in the absence of the chairperson. The Ethics Board may retain counsel and other experts and staff as needed in accordance with its by-laws to assist and advise the Ethics Board. The accused covered person may be represented by counsel. The accused covered person may present evidence, call and examine witnesses and cross-examine any witnesses called. All witnesses shall be sworn and all testimony shall be recorded by a court reporter. Upon request the Ethics Board shall issue subpoenas to compel the attendance of witnesses. The formal rules of evidence will not apply although basic principles of relevance, materiality, hearsay and probative value will be observed. The Ethics Board shall not find a violation of the Code of Ethics except upon a preponderance of the evidence admitted at the hearing. The hearing shall be conducted in closed session unless the accused covered person requests in writing that the hearing be open to the public.

### **30.14 DETERMINATIONS**

Deliberations of the Ethics Board during or following a hearing shall be in closed session. Unless otherwise extended, within forty-five (45) days following the conclusion of the hearing, the Ethics Board shall issue written findings, determinations and recommendations. If the Ethics Board determines that no violation of the Code of Ethics occurred, the Ethics Board shall as soon as practicable send written notice of such determination to the accused covered person and the complainant. If the Ethics Board determines that a violation of the Code of Ethics has occurred, the findings and determinations may contain one or more of the following recommendations:

**A.** In the case of a covered person who is a City elected official a recommendation to the Common Council that:

1. the elected official be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the elected official for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the elected official for a violation of the Code of Ethics, or
4. the elected official be sanctioned, reprimanded, censured, suspended or removed from office.

**B.** In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council a recommendation to the Common Council that:

1. the appointed person be required to conform his or her conduct to the Code of Ethics,
2. the City Attorney commence a civil forfeiture action in Municipal Court against the appointed person for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the appointed person for a violation of the Code of Ethics, or
4. the appointed person be sanctioned, reprimanded, censured, suspended or removed from the City board, commission, authority or committee.

**C.** In the case of a covered person who is a City employee a recommendation to the Civil Service Commission or the Board of Police and Fire Commissioners, as appropriate, that:

1. the employee be required to conform his or her conduct to the Code of Ethics,

2. the City Attorney commence a civil forfeiture action in Municipal Court against the employee for a violation of the Code of Ethics,
3. the District Attorney investigate and/or prosecute the employee for a violation of the Code of Ethics, or
4. the employee be disciplined or discharged from employment. Notwithstanding the foregoing, no employee subject to the jurisdiction of the Civil Service Commission or the Board of Police and Fire Commissioners shall be suspended or removed other than in accordance with the rules and regulations thereof.

### **30.15 REIMBURSEMENT OF LEGAL EXPENSES**

In the event a complaint against an accused covered person is dismissed in its entirety the Ethics Board, the accused covered person shall be paid by the City for the reasonable cost of the defense upon assigning to the City any cause of action to recover the legal expenses incurred by the accused covered person from the complainant. The City in its discretion may pursue such assigned cause of action to recover the legal expenses from the complainant where the complaint has been dismissed in its entirety by the Ethics Board.

### **30.16 PUBLIC INSPECTION OF RECORDS**

Except as provided in this Section, all records in the possession of the Ethics Board shall be open to public inspection at all reasonable times. The following records in the possession of the Ethics Board are not open to public inspection:

**A.** Records obtained in connection with a request for an advisory opinion other than summaries of advisory opinions that do not disclose the identity of individuals requesting such opinions. The Ethics Board may however, make such records public with the consent of the person requesting the advisory opinion. A person who makes or purports to make public the substance of or any portion of an advisory opinion requested by or on behalf of the person is deemed to have waived the confidentiality of the request for an advisory opinion and of any record obtained or prepared by the Ethics Board, including the advisory opinion, in connection with the request for an advisory opinion.

**B.** Records obtained or prepared by the Ethics Board in connection with an investigation, except that the Ethics Board shall permit inspection of records that are made public in the course of a hearing by the Ethics Board to determine if a violation of the Code of Ethics has occurred. Whenever the Ethics Board refers investigation and hearing records to the appropriate disciplinary authority under Section 30.14 the records may be made public in the course of prosecution initiated under this Ordinance.

### **30.17 FAILURE TO COOPERATE**

The failure of any accused covered person to cooperate with the Ethics Board in the investigation, hearing and disposition of complaints filed under this Ordinance shall be deemed a violation of the Code of Ethics subject to enforcement as provided in this Ordinance.

### **30.18 SEVERABILITY**

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

### **30.19 PENALTY**

In addition to any other action, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including actual reasonable attorney fees and expenses, and in the event of failure to make timely

payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

**DRAFT 10/26/11**

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**  
**CO-SPONSOR: ALDERPERSON ANTHONY NUDO**

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF  
CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES  
ENTITLED “CODE OF ETHICS”**

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

**Section One:** Sections 30.06 A. through L. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed.

**Section Two:** Sections 30.06 A. and B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

**30.06 STANDARDS FOR ETHICAL CONDUCT**

**A. Compliance with State Statutes.** Covered personnel shall comply with the provisions of the following sections of the Wisconsin Statutes as they may be amended or renumbered from time to time which are hereby incorporated by reference and made a part of this Code of Ethics:

1. Section 19.01 – Oaths and Bonds
2. Section 19.21 – Custody and Delivery of Official Property and Records
3. Sections 19.31 through 19.39 – Public Records
4. Section 19.59 – Code of Ethics for Local Government Officials, Employees and Candidates
5. Section 19.81 through 19.89 – Open Meetings of Governmental Bodies
6. Section 946.12 – Misconduct in Public Office
7. Section 946.13 – Private Interest in Public Contract Prohibited

**B. Failure to Comply.** Failure of any covered person to comply with the provisions of the Wisconsin Statutes set forth in Section 30.06 A. above, shall constitute a breach of this Code of Ethics subject to enforcement as provided in this Ordinance.

**Section Three:** Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

**Section Four:** Sections 30.08 through 30.14 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

### **30.08 Complaints.**

**A. Filing of Complaints.** Any person may file a complaint against any covered person alleging a violation of the Code of Ethics. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

**B. Place of Filing.** Written verified complaints against any covered person alleging a violation of the Code of Ethics shall be filed as follows:

1. In the case of a covered person who is a City elected official, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

2. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

3. In the case of a covered person who is a City employee, the complaint shall be filed with the Civil Service Commission or the Board of Police and Fire Commissioners as may be appropriate for investigation and/or discipline up to and including discharge from employment.

### **30.09 Investigation and Determinations.**

#### **A. Complaints Filed with the District Attorney.**

Complaints filed with the District Attorney pursuant to Section 30.08 shall be investigated and/or prosecuted at the discretion of the District Attorney. In the event the complaint filed with the District Attorney alleges violation of Section 19.59 (1) (a), (b) or (c) to (g), Wis. Stats., and the District Attorney fails to commence an action to enforce the foregoing sections within 20 days after receiving the verified complaint or if the District Attorney refuses to commence such an action, the person filing the complaint may petition the Attorney General to act upon the complaint. The Attorney General in his or her discretion may then bring an action under Section 19.59 (8) (a) or (b) Wis. Stats., or both.

#### **B. Complaints Filed with the Civil Service Commission or Board of Police and Fire Commissioners.**

Complaints filed with the Civil Service Commission or the Board of Police and Fire Commissioners pursuant to Section 30.08 shall be investigated and determined in accordance with the rules and regulations thereof.

### **30.10 Limitations.**

No action may be taken by the Civil Service Commission or the Board of Police and Fire Commissioners on any complaint filed later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this Ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

**30.11 Reimbursement of Defense Cost**

In the event a complaint filed against a covered person under this Ordinance is either dismissed at any stage or not prosecuted, the covered person shall be reimbursed by the City for their cost of defense upon assigning their claim for reimbursement to the City. The City, in its discretion, may pursue the assigned claim for reimbursement against the person who filed the complaint under this Ordinance.

**30.12 Complainant Liability for Defense Cost.**

Any person who files a complaint against a covered person under this Ordinance which is subsequently dismissed at any stage or not prosecuted shall be liable to the City in an action pursuant to Section 30.11 for payment of the cost of defense incurred by the covered person together with any cost or expenses including actual attorney fees incurred by the City in pursuing such an action.

**30.13 Severability.**

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

**30.14 Penalty.**

In addition to any other action that may be taken against any covered person, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including attorney fees, expenses, costs of investigation and damages, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

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

**SPONSOR: ALDERPERSON DAVID F. BOGDALA**  
**CO-SPONSOR: ALDERPERSON ANTHONY NUDO**

**TO REPEAL AND RECREATE VARIOUS SECTIONS OF  
CHAPTER 30 OF THE CODE OF GENERAL ORDINANCES  
ENTITLED “CODE OF ETHICS”**

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

**Section One:** Sections 30.06 A. through L. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby repealed.

**Section Two:** Sections 30.06 A. and B. of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

**30.06 STANDARDS FOR ETHICAL CONDUCT**

**A. Compliance with State Statutes.** Covered personnel shall comply with the provisions of the following sections of the Wisconsin Statutes as they may be amended or renumbered from time to time which are hereby incorporated by reference and made a part of this Code of Ethics:

1. Section 19.01 – Oaths and Bonds
2. Section 19.21 – Custody and Delivery of Official Property and Records
3. Sections 19.31 through 19.39 – Public Records
4. Section 19.59 – Code of Ethics for Local Government Officials, Employees and Candidates
5. Section 19.81 through 19.89 – Open Meetings of Governmental Bodies
6. Section 946.12 – Misconduct in Public Office
7. Section 946.13 – Private Interest in Public Contract Prohibited

**B. Failure to Comply.** Failure of any covered person to comply with the provisions of the Wisconsin Statutes set forth in Section 30.06 A. above, shall constitute a breach of this code of Ethics subject to enforcement as provided in this Ordinance.

**Section Three:** Sections 30.08 through 30.13 of the Code of General Ordinances for the City of Kenosha, Wisconsin are hereby repealed.

**Section Four:** Sections 30.08 through 30.14 of the Code of General Ordinances for the City of Kenosha, Wisconsin, are hereby created as follows:

### **30.08 Complaints.**

**A. Filing of Complaints.** Any person may file a complaint against any covered person alleging a violation of the Code of Ethics. The complaint shall be in writing and shall be verified. A separate written verified complaint shall be required for each named covered person. The complaint shall state with specificity the date of the alleged offense, the provision of the Code of Ethics alleged to have been violated, and the facts and circumstances upon which the allegations are based. Allegations shall be deemed to be made upon personal knowledge unless stated as being made upon information and belief.

**B. Place of Filing.** Written verified complaints against any covered person alleging a violation of the Code of Ethics shall be filed as follows:

1. In the case of a covered person who is a City elected official, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

2. In the case of a covered person whose appointment to a City board, commission, authority, or committee specified in Chapter 1 of the Code of General Ordinances has been confirmed by the Common Council, the complaint shall be filed with the District Attorney for investigation and/or prosecution.

3. In the case of a covered person who is a City employee, the complaint shall be filed with the Civil Service Commission or the Board of Police and Fire Commissioners as may be appropriate for investigation and/or discipline up to and including discharge from employment.

### **30.09 Investigation and Determinations.**

#### **A. Complaints Filed with the District Attorney.**

Complaints filed with the District Attorney pursuant to Section 30.08 shall be investigated and/or prosecuted at the discretion of the District Attorney. In the event the complaint filed with the District Attorney alleges violation of Section 19.59 (1) (a), (b) or (c) to (g), Wis. Stats., and the District Attorney fails to commence an action to enforce the foregoing sections within 20 days after receiving the verified complaint or if the District Attorney refuses to commence such an action, the person filing the complaint may petition the Attorney General to act upon the complaint. The Attorney General in his or her discretion may then bring an action under Section 19.59 (8) (a) or (b) Wis. Stats., or both.

#### **B. Complaints Filed with the Civil Service Commission or Board of Police and Fire Commissioners.**

Complaints filed with the Civil Service Commission or the Board of Police and Fire Commissioners pursuant to Section 30.08 shall be investigated and determined in accordance with the rules and regulations thereof.

### **30.10 Limitations.**

No action may be taken by the Civil Service Commission or the Board of Police and Fire Commissioners on any complaint filed later than two (2) years after a violation of the Code of Ethics is alleged to have occurred. Any complaint, investigation or prosecution regarding violations of the Code of Ethics initiated prior to the effective date of this Ordinance and any proceedings arising therefrom shall proceed pursuant to the provisions of Chapter XXX in effect prior to the effective date of this Ordinance and shall be unaffected by the adoption of this Ordinance.

**30.11 Reimbursement of Defense Cost**

In the event a complaint filed against a covered person under this Ordinance is either dismissed at any stage or not prosecuted, the covered person shall be reimbursed by the City for their cost of defense upon assigning their claim for reimbursement to the City. The City, in its discretion, may pursue the assigned claim for reimbursement against the person who filed the complaint under this Ordinance.

**30.12 Complainant Liability for Defense Cost.**

Any person who files a complaint against a covered person under this Ordinance which is subsequently dismissed at any stage or not prosecuted shall be liable to the City in an action pursuant to Section 30.11 for payment of the cost of defense incurred by the covered person together with any cost or expenses including actual attorney fees incurred by the City in pursuing such an action.

**30.13 Severability.**

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, as finally determined by a court of record, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

**30.14 Penalty.**

In addition to any other action that may be taken against any covered person, any covered person who violates the Code of Ethics shall be subject upon conviction to a forfeiture of not more than One Thousand (\$1,000.00) Dollars plus the cost of prosecution for each violation, including attorney fees, expenses, costs of investigation and damages, and in the event of failure to make timely payment thereof shall be committed to the County Jail for a period not to exceed thirty (30) days.

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

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

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

Passed:

Published:

Drafted By:  
JONATHAN A. MULLIGAN  
Assistant City Attorney

Michael K. Higgins  
City Clerk - Treasurer

Cynthia L. Howard  
Deputy Clerk - Treasurer



CITY OF KENOSHA  
Department of  
City Clerk/Treasurer

December 15, 2011

Robert Munroe  
BBM Properties  
6814 39<sup>th</sup> Ave.  
Kenosha WI 53142

Re: Permit Fees (Occupancy) Special Assessment  
6814 39<sup>th</sup> Avenue, Parcel #02-122-02-409-037  
Request to Rescind \$280.00

Dear Mr. Munroe:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, December 19, 2011 at 5:30 pm in Room 204 of the Kenosha Municipal Building, 625-52<sup>nd</sup> Street.

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

Should you have any questions, please do not hesitate to contact the City Clerk's Office at 262-653-4020 or [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org).

Sincerely,

CITY OF KENOSHA

Cynthia L. Howard  
Deputy City Clerk/Treasurer

C: City Attorney  
NSI  
Aldersperson Michael Orth - 15th District

625 - 52nd Street • Kenosha, Wisconsin 53140-3480  
262.653.4020 • Fax 262.653.4023 • email: [cityclerk@kenosha.org](mailto:cityclerk@kenosha.org) • [www.kenosha.org](http://www.kenosha.org)



City of Kenosha  
Department of Neighborhood Services and Inspections  
625 52nd Street, Room 100, Kenosha, WI 53140  
Phone: 262.653.4263, Fax: 262.653.4254

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Building Inspection

Property Maintenance

Zoning Enforcement

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TO: Members of the City of Kenosha Finance Committee  
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*

SUBJECT: Request to Waive Certificate of Occupancy Permit Application and Special Assessment fees in the amount of \$280.00, for the property located at 6814 39th Avenue (District 15)

**December 5, 2011 Finance Committee & Common Council Agenda Item**

DATE: November 22, 2011

---

The property owner is requesting that the charges associated with an unpaid \$180 Business Certificate of Occupancy permit application fee, and \$100 special assessment fee be waived.

Based on illegal construction work and illegal occupancy issues associated with Stay in the Game Batting facility, Department of Neighborhood Services and Inspections staff conducted a comprehensive inspection of the entire building. A second floor area, consisting of kitchen and bathroom facilities, was observed. This finding resulted in an investigation as to whether or not required building permits had been obtained for that specific area. Former Director Schultz concluded that a fire wall separation would have been required if the area had been approved for use as a break-room or residence. The Director found no evidence that building permits were obtained for the break-room. In addition, the Assessor's office had no record that the improved break-room area was in existence. Based on the above, December 14, 2010 orders (Exhibit A) were issued to the property owner requiring the removal of the illegal construction associated with the break-room.

After issuing the December 14th orders, the Director discovered that, in 2000, a residential plumbing permit (Exhibit B) had been issued for the property. The property owner contended that the plumbing permit was associated with the break-room. Based on this assertion, and lacking any additional information the Director rescinded the order (Exhibit C) that required removal of the construction associated with the break-room area. The February 7, 2011 order consisted of a directive to the property owner, that an approved Certificate of Occupancy permit be submitted for the break-room area.

On March 21, 2011, in response to the Director's order, the property owner filed a Certificate of Occupancy permit application for the second story "break-room", but failed to remit the \$180.00 permit application fee, and to obtain required building and fire division approvals.

On October 3, 2011, the unpaid Certificate of Occupancy permit fee of \$180.00 was charged as a special assessment to the subject property. Per ordinance, a \$100.00 administrative fee shall be added to the unpaid permit fees that are charged as special assessments.

The property owner has provided two e-mails (November 8, 2011 & November 15, 2011), as a means to refute the aforementioned charges.

:pab  
Attachments  
c. Michael J. Orth, Alderperson, 15th District

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

**BY: FINANCE COMMITTEE**

**To Rescind One (1) Special Assessment Levied by Resolution  
No. 123-11 against Parcel No. 02-122-02-409-037  
(6814 39<sup>th</sup> Avenue) Kenosha, Wisconsin**

WHEREAS, on October 3, 2011, the Common Council of the City of Kenosha, Wisconsin, adapted Resolution No. 123-11 levying special assessments for Unpaid Permit Fees for various buildings within the City of Kenosha, Wisconsin, at the request of the Department of Neighborhood Services and Inspections; and,

WHEREAS, it has been stated by the property owner, Robert Munroe, that a special assessment should not have been levied on one (1) of those parcels; to wit: Parcel No. 02-122-02-409-037 (6814 39<sup>th</sup> Avenue), Kenosha, Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin, that the special assessment of \$280.00 levied by Resolution No. 123-11 against Parcel No. 02-122-02-409-037 (6814 39<sup>th</sup> Avenue ) Kenosha, Wisconsin be and hereby is rescinded thereby reducing the total amount of the resolution by \$280.00.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Approved:

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

Attest:

\_\_\_\_\_, City Clerk-Treasurer  
Michael Higgins

Drafted by:  
Department of Neighborhood Services and Inspections

/saz

**Zimbra**

pblise@kenosha.org

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**6814 39th Ave**

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**From :** limos@luxurylimousinekenosha.com  
**Subject :** 6814 39th Ave  
**To :** pblise@kenosha.org  
**Cc :** morth@kenosha.org, fpacetti@kenosha.org,  
eantaramian@kenosha.org, rhillesland@kenosha.org

Tue, Nov 08, 2011 12:46 PM

■ IMPORTANT

📎 3 attachments

Paula,

An occupancy inspection of the building at 6814 39th Ave. by a city inspector. Saying your records do not include any building permits for the upstairs. This was results of alderman Steve Bostrom complaint about the upstairs. The city couldn't find any inspection on the upstairs.

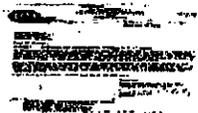
Bradley Motors found the inspection reports. These inspection were done before the original occupancy permit was issued on work done by the original contractor in July 2000.

Meet with Jim Schultz on 12/17/10 in regards to the Neighborhood Service Letter we received on 12/14/10. I understood Jim Schultz needed an occupancy application to put this issue to an end.

Now I received a special assessment bill on 11/1/11 for \$283.50.

I don't feel we owe anything based on this should have been done in the original occupancy in 2000.

Robert Munroe  
(262)697-3540



scan0001.jpg  
900 KB

**Zimbra**

pblise@kenosha.org

± Font size :

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**Permit**

---

**From :** limos@luxurylimousinekenosha.com

Tue, Nov 15, 2011 10:52 AM

**Subject :** Permit

**To :** pblise@kenosha.org

Paula,

The reason for the unpaid permit for the upstairs was done because there wasn't any permit information on file at the city of Kenosha that could be found.

Once I found the inspection permit report I was under the impression that they needed an application for their records. There would be no charge because I felt this wasn't my fault. This was part of the original inspection and completed by a licensed contractor that remodeled the entire building.

I still feel this is harassment because of Steve Bostrom complaint about the upstairs.

Thanks,

Bob Munroe  
(262) 697-3540

---

**CITY OF KENOSHA  
 OFFICE OF THE CITY TREASURER  
 625-52ND STREET - ROOM 105  
 KENOSHA WI 53140  
 SPECIAL ASSESSMENT BILL**

BBM PROPERTIES LLC  
 6814 39TH AVE  
 KENOSHA, WI 53142

**BILLING DATE: 11/01/11**

PARCEL NUMBER  
 02-122-02-409-037

PAYABLE TO CITY TREASURER ON OR BEFORE

FOR: RESOLUTION: 123-11  
 PERMIT FEES  
 PROPERTY LOCATED AT:  
 06814 039 AV

NOVEMBER 30, 2011  
 WITHOUT INTEREST

SE 1/4 SEC 2 T 1 R 22 COM  
 597.49 FT N OF N LINE OF O  
 NEILL S GRAND VIEW SUB & 47 FT  
 W OF E 1/4 LINE TH W 129 FT N  
 200 FT E 129 FT S 200 FT TO PT  
 OF BEG  
 DOC #1151845  
 DOC #1237496

PAY THIS AMOUNT  
 280.00

tax roll	amount	tax roll	amount
2011	283.50	0000	
0000		0000	
0000		0000	
0000		0000	
0000		0000	
<b>TOTAL</b>	<b>283.50</b>		

If this bill is not paid in full by November 30th of this year, this assessment will automatically be placed on your real estate tax bill for the year(s) and amount(s) shown above. Interest is included at 7.5%.

IF PAID BY CHECK, RECEIPT IS CONTINGENT ON CHECK BEING PAID BY BANK ON WHICH IT IS DRAWN.  
 PARTIAL PAYMENTS OF THIS BILL ARE NOT ALLOWED.  
 CITY TREASURER-CITY OF KENOSHA

IF YOU HAVE ANY QUESTIONS REGARDING THIS BILL, PLEASE CONTACT  
 THE DEPARTMENT OF NEIGHBORHOOD SERVICES AND INSPECTIONS AT 262-653-4263

*Paula* *Jim Schultz*  
 10/25/11 Occupancy Permit  
 Break Room *Paula*



DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
AND  
INSPECTIONS

JAMES M. SCHULTZ  
Director

Building Inspection

Property Maintenance

Zoning Enforcement

December 14, 2010

Bradley Munroe  
BBM Properties, LLC  
6814 39<sup>th</sup> Avenue  
Kenosha, WI 53142

Dear Mr. Munroe,

SUBJECT: Illegal Use and Interior Construction at 6814 39<sup>th</sup> Avenue

An occupancy inspection of the building at 6814 39<sup>th</sup> Avenue was conducted on November 19, 2010, by a City building inspector. The inspection revealed that the mezzanine, originally designed and approved for parts storage, was converted into a break-room. The renovation consisted of a kitchen and dining area. Our records do not include any building permits for the observed building improvements as required by State and City codes.

This letter shall serve as official notice to remove the illegal construction, including any building, electrical, plumbing, heating fixtures, and installations no later than January 15, 2011. All work shall be completed by licensed contractors under appropriate City permits. Failure to comply with this order will result in the issuance of a municipal citation and reinspection fees.

If you have any questions, please call me at 262.653.4263.

Sincerely,

DEPARTMENT OF NEIGHBORHOOD  
SERVICES AND INSPECTIONS

James M. Schultz  
Director

JMS:kah

- c: Michael J. Orth, Alderman of the 15<sup>th</sup> District
- Frank J. Pacetti, City Administrator
- Ed Antaramian, City Attorney
- Paula A. Bilse, Zoning Coordinator
- Rick Hillesland, Building Inspector

625 E2nd Street, Room 100 • Kenosha, WI 53140 • 262.653.4263 • Fax 262.653.4254

EXHIBIT B

PERMIT INFORMATION 12/17/10  
Permit# 071730 - Project Address: 06814 39TH AVENUE

Location: Parcel#: 02122024090370 Application Date: 07/06/00  
Status: Z2 Wks Type: PLBG Issue Date: 07/06/00  
Completed Date: 08/21/00  
OWNER: BRADLEY MOTORS 3814 39TH AVENUE KENOSHA, WI  
ARCHIVED CONTRACTOR: KAELEBER CO 2925 61ST STREET KENOSHA, WI 53143

SPECIFICATIONS  
Estimated Cost 1,000

Project Name (if commercial property)

Description of work/comments

CHECK ONE: Commercial Residential X  
CHECK ONE: New Building Existing

FEEES

Fee Description	Rate	Qty	Pen	\$amt	Fee Description	Rate	Qty	Pen	\$Amt
200 WTR CLST	5.00	1		5.00	202 LAVATORY	5.00	1		5.00
205 DISHWASHER	5.00	1		5.00	208 SINKS	5.00	1		5.00
Total Fee Amount:				\$125.00	Including Penalty Amt:				\$100.00
					Code: NP				

INSPECTION DETAILS  
Insp. Date: Desc. Pass Fail Comment  
KEM 08/18/00 FINAL X FINAL OK

*UPSTAIR*  
*Kelton*

DEPARTMENT OF  
NEIGHBORHOOD SERVICES  
AND  
INSPECTIONS

EXHIBIT C

JAMES M. SCHULTZ  
Director



Building Inspection

Property Maintenance

Zoning Enforcement

February 7, 2011

Mr. Bradley Munroe  
BBM Properties, LLC  
6814 39<sup>th</sup> Avenue  
Kenosha, WI 53142

Dear Mr. Munroe:

**SUBJECT: Rescindment of Order to Remove Interior Construction at 6814 39<sup>th</sup> Avenue**

We conducted further review of our permit records and have concluded that the appropriate building permits were obtained for the build-out of the room located on the 2<sup>nd</sup> floor of the building at subject location.

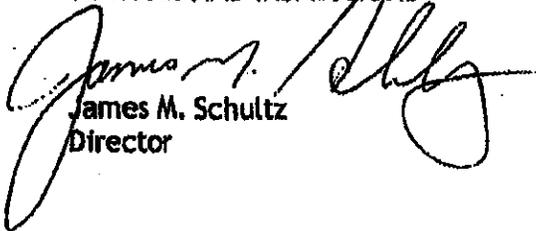
Based on this finding, I am rescinding the order dated December 14, 2010, to remove illegal construction.

However, our research did not find a record of a permit to occupy this space which is required by City Ordinance. Unless you can provide us with a copy of the occupancy permit, you will be required to obtain one. I have enclosed a copy of the permit application form which should be completed and returned to our office with the permit fee.

Should you have any questions, please contact me at 262.653.4263, or [jschultz@kenosha.org](mailto:jschultz@kenosha.org).

Sincerely,

DEPARTMENT OF NEIGHBORHOOD  
SERVICES AND INSPECTIONS

  
James M. Schultz  
Director

JMS:saz

Enclosure

c: Frank Pacetti, City Administrator  
Steve Bostrom, Alderman of the 12<sup>th</sup> District  
Michael Orth, Alderman of the 15<sup>th</sup> District  
Ed Antaramian, City Attorney  
Paula Blise, Zoning Coordinator  
Rick Hillesland, Building Inspector

625 52nd Street, Room 100 • Kenosha, WI 53140 • 262.653.4263 • Fax 262.653.4254



City of Kenosha  
Department of Neighborhood Services and Inspections  
625 52nd Street, Room 100, Kenosha, WI 53140  
Phone: 262.653.4263, Fax: 262.653.4254

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Building Inspection

Property Maintenance

Zoning Enforcement

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TO: Members of the City of Kenosha Finance Committee  
Members of the City of Kenosha Common Council

FROM: Paula A. Blise, Zoning Coordinator *P. Blise*

SUBJECT: Request to Waive Certificate of Occupancy Permit Application and Special Assessment fees in the amount of \$280.00, for the property located at 6814 39th Avenue (District 15)

**December 19, 2011 Finance Committee & Common Council Agenda Item**

DATE: December 9, 2011

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At the December 5, 2011 Finance Committee meeting, petitioner, Robert Munroe provided the attached December 5, 2011 letter from Rasch Construction, which stipulates that an approved Certificate of Occupancy permit was granted for the second floor break room on February 8, 2001.

City records indicate Commercial Alteration Permit #72672 (attached) was filed on August 15, 2000. The permit was associated with (2) offices on the first floor garage area of the building.

**Certificate of Occupancy Permit #72673** (attached) was also filed on August 15, 2000 to coincide with the work performed under Permit #72672, and **approved on February 8, 2001**.

Based on the above, the February 8, 2001 Certificate of Occupancy permit, as referenced in the Rasch letter, was not granted for the second floor break-room area.

:pab  
Attachments  
c. Michael J. Orth, Alderperson, 15th District

December 5, 2011

BBM Properties, LLC  
6814 – 39<sup>th</sup> Avenue  
Kenosha, WI 53142

Re: Interior Construction at 6814 – 39<sup>th</sup> Avenue

To Whom It May Concern:

Please be advised that we were the contractor of record in the year 2000 when an addition and interior remodeling were performed at the above address.

A building permit was secured on July 6, 2000 to add plumbing and electrical to an mezzanine break room.

An occupancy permit was applied for received on February 8, 2001.

If there are questions concerning this matter, please feel free to call me.

Sincerely,



Larry Rasch

PERMIT INFORMATION

12/07/11

Permit# 072672 - Project Address: 06814 39TH AVENUE

Location: OFFICES-2 GARAGE AREA Application Date: 08/15/00  
 Parcel#: 02122024090370 Issue Date: 08/22/00  
 Status: ZZ Wks Type: CMAL Completed Date: 01/31/01

OWNER: BRADLEY MOTORS  
 6814 39TH AVENUE  
 KENOSHA, WI

CONTRACTOR: MUNROE, ROBERT  
 6814 39TH AVENUE  
 KENOSHA, WI 53142

SPECIFICATIONS

Estimated Cost 5,000\_\_\_\_\_

Business Contact Name BRADLEY MOTORS\_\_\_\_\_  
 Business Contact Phone \_\_\_\_\_

Proposed Use \_\_\_\_\_ Square Feet \_\_\_\_\_

Plan File # \_\_\_\_\_ Zoning \_\_\_\_\_ Review Chapter \_\_\_\_\_

OCCO needed: \_\_\_\_\_ OCEX needed: X\_\_\_\_\_

Zoning Review X\_\_\_\_\_

Exterior Alteration? \_\_\_\_\_ Interior Alteration? X\_\_\_\_\_

FEE'S

Fee Description	Rate	Qty	Pen	\$Amt	Fee Description	Rate	Qty	Pen	\$Amt
603 P-RVU CM S	100.00	1		100.00	725 MNMUM FEE	50.00	1		50.00
Total Fee Amount:			\$150.00		Including Penalty Amt:			\$ .00	Code:

INSPECTION DETAILS

Insp. Date:	Desc.	Pass	Fail	Comment
RDH 09/12/00	ROUGH IN	X		ROUGH IN PASS
RDH 01/29/01	FINAL	X		FINAL PASS

PERMIT INFORMATION

12/07/11

Permit# 072673 - Project Address: 06814 39TH AVENUE

Location: BRADLEY MOTORS

Application Date: 08/15/00

Parcel#: 02122024090370

Issue Date: 02/08/01

Status: ZZ Wks Type: OCEX

Completed Date: 02/08/01

OWNER: A R C H I V E D

CONTRACTOR:

BRADLEY MOTORS  
6814 39TH AVENUE  
KENOSHA, WI

MUNROE, ROBERT  
6814 39TH AVENUE  
KENOSHA, WI 53142

SPECIFICATIONS

Zoning \_\_\_\_\_

Proposed use OFFICE SPACE \_\_\_\_\_

Business name BRADLEY MOTORS \_\_\_\_\_

Number of Units \_\_\_\_\_

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

FEE S

Fee Description	Rate	Qty	Pen	\$Amt	Fee Description	Rate	Qty	Pen	\$Amt
742 COMM. OCCU	100.00	1		100.00					
Total Fee Amount:				\$100.00	Including Penalty Amt:			\$ .00	Code:

INSPECTION DETAILS

Insp. Date:	Desc.	Pass	Fail	Comment
PAB 02/08/01	FINAL	X		CMAL SIGNED OFF FOR BLDG INSP/CLOSED OUT
GMR 09/27/00				SHOULD HAVE BEEN OCEX. REFUNDED \$50.00.

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

**SPONSOR: ALDERPERSON JESSE L. DOWNING**

**TO APPOINT SERGEANT DAVID M. MOLINARO  
HUMANE OFFICER FOR THE CITY OF KENOSHA**

**WHEREAS,** the State of Wisconsin authorizes enforcement of certain state animal control laws by humane officers appointed by the City, pursuant to Section 173.03(1), Wisconsin Statutes; and

**WHEREAS,** the City of Kenosha, Wisconsin has authorized the enforcement of City animal control laws by humane officers appointed by the City pursuant to Section 14.076(B) of the Code of General Ordinances for the City of Kenosha, Wisconsin; and

**WHEREAS,** David M. Molinaro, a law enforcement officer as defined by Section 173.01(2), Wisconsin Statutes, has obtained a Humane Officer Certification from the Wisconsin Department of Agriculture, Trade and Consumer Protection

**NOW THEREFORE, BE IT RESOLVED,** by the Common Council of the City of Kenosha, Wisconsin, that David M. Molinaro is hereby appointed as a City Humane Officer for the City of Kenosha, Wisconsin, with full animal control enforcement powers as authorized by Wisconsin Statutes and the Code of General Ordinances for the City of Kenosha, Wisconsin.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

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

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

Drafted By:  
WILLIAM K. RICHARDSON,  
Assistant City Attorney



Wisconsin Department of Agriculture, Trade and Consumer Protection

2811 Agriculture Drive, PO Box 8911, Madison, WI 53708-8911

Certification Number: 373

Expires: December 31, 2013  
Statutes: Ch. 173, Ch. ATCP 15

# Humane Officer Certification

Humane Officer:

**David M Molinaro**

Address:

2421 32<sup>nd</sup> St., Kenosha, WI 53140

Certification Status:

Certified

Appointing Jurisdiction(s):

This is your license/permit certification/registration document. Post or carry as required by law. Non-transferrable - subject to revocation or suspension as provided by law.

Remove this card and carry as identification.

bits-16.qxd (rev.06/04)

DAVID M MOLINARO  
2421 32<sup>ND</sup> ST  
KENOSHA, WI 53140



Wisconsin Department of  
Agriculture, Trade and Consumer Protection

**Humane Officer Certification**  
**Expires: December 31, 2013**

**David M Molinaro #373**  
**2421 32<sup>nd</sup> St., Kenosha, WI 53140**

Humane Officer Signature:

*David M Molinaro*  
December 19, 2011 Page 44



State of Wisconsin  
Governor Scott Walker

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**Department of Agriculture, Trade and Consumer Protection**  
Ben Brancel, Secretary

Certification for 2012-2013

To: New Law Enforcement Humane Officers  
Re: **Important Certification Information**

***Please keep this letter with your records. This information will answer many of your questions during your certification.*** Enclosed is your new humane officer certificate and identification card that shows you are certified as a humane officer until your certification expires on December 31, 2013. A new humane officer certificate and identification card will be issued with each recertification.

You will receive a renewal packet before your certification expires. You will need to complete, sign and date, and return the renewal application. The first time you certify, you are exempt from the continuing education requirement. After you recertify the first time, you must complete 32 hours of continuing education within your next certification period, and every certification period thereafter. Keep all materials showing proof of your continuing education. You must document and prove your continuing education hours under the requirements of ATCP 15.04 to become recertified. As a law enforcement officer, your law enforcement training can be used if you can provide complete documentation of your training and hours.

Enclosed is a copy of the Wisconsin Administrative Code Chapter ATCP 15 Humane Officer Training and Certification. It is very important that you review the requirements for recertification as well as humane officer appointment and termination requirements. You are required to inform the department of any changes in your address, phone number and email address in order to receive information regarding your certification. Failure to do so may result in loss of your humane officer certification.

Please contact Gena Goldade with questions and information at [gena.goldade@wisconsin.gov](mailto:gena.goldade@wisconsin.gov) or 608-224-4889. Thank you.

Sincerely,

Dr. Yvonne Bellay  
State Humane Program Director  
Division of Animal Health  
Ph: 608-224-4888

AH-HUM-125-L (10/2011)

*Agriculture generates \$59 billion for Wisconsin*

2811 Agriculture Drive • Finance Agenda Item #5 • 608-8911 • Wisconsin.gov

An equal opportunity employer December 19, 2011 Page 45

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

**BY: THE MAYOR**

**TO MODIFY THE TABLE OF ORGANIZATION  
FOR THE CITY OF KENOSHA BY SEPARATING  
THE POSITION OF CITY CLERK/TREASURER/ASSESSOR AND  
TO REESTABLISH THE POSITIONS OF CITY CLERK/TREASURER  
AND CITY ASSESSOR;  
AND TO ESTABLISH THE PAY RANGES FOR THESE NEW POSITIONS**

WHEREAS, subsections 1.05 C and P of the Code of General Ordinances for the City of Kenosha establish separate positions of City Clerk/Treasurer and City Assessor; and

WHEREAS, Resolution 89-05 modified the Table of Organization by combining the positions of City Clerk/Treasurer and City Assessor which theretofore had been separate; and

WHEREAS, Mike Higgins was appointed as City Assessor on June 22, 1999 and appointed to the position of City Clerk/Treasurer/Assessor on July 7, 2005; and

WHEREAS, the incumbent has announced his intent to retire from the combined position or, in the alternative, resume his functions of the segregated position of City Assessor; and

WHEREAS, City Administration has taken this opportunity, pursuant to Resolution 74-99, to evaluate the present operations of the Office of City Clerk/Treasurer and the Assessing Department; and

WHEREAS, if the City were to recruit for a replacement to the position of City Clerk/Treasurer/Assessor it would have to hire an individual with certification as an Assessor II by the State of Wisconsin and said individual would then assume the duties of City Clerk/Treasurer; and

WHEREAS, City Administration is committed to finding a more responsible way to fill the position of City Clerk/Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha to rescind that part of Resolution 89-05 that incorporated the positions of City Clerk/Treasurer and City Assessor and therefore to separate the position of City Clerk/Treasurer/Assessor and to reestablish the positions of City Clerk/Treasurer and City Assessor; and

BE IT FURTHER RESOLVED that the classification specifications for the position of City Clerk/Treasurer and City Assessor attached hereto as Appendix A and B be approved; and

BE IT FURTHER RESOLVED that the monthly salary ranges for the positions of City Clerk/Treasurer and Assessor be established at \$6,089 - \$7,612, respectively;

AND BE IT FURTHER RESOLVED that the Table of Organization for the City of Kenosha and the Compensation Plan for Department Directors be modified to reflect the aforementioned changes.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST: \_\_\_\_\_, (City Clerk/Treasurer)  
Mike Higgins

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

## Appendix A

### CITY CLERK / TREASURER

**DEPARTMENTS:** City Clerk

#### **CHARACTERISTICS OF THE CLASS**

Under the general direction of the City Administrator, is responsible for the collection of taxes, receiving and depositing money, maintenance of City records, conducting of City elections, preparing of agendas and minutes for Common Council meetings, and for attesting to all City ordinances, resolutions, agreements and contracts. The incumbent regulates the administration of the department budget and related funds and assets. Work is performed with broad latitude in decision making within regulating state statutes and City ordinances. Work is reviewed through conferences and written reports for results obtained. Performs other work as requested or assigned.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS** (illustrative only)

Supervises the collection of taxes; receives moneys and reconciles deposits; prepares statements of assessment and taxes; reconciles special assessments to the general ledger; buys and sells investments.

Directs and reviews the maintenance of legal and official City documents; supervises the codification of ordinances; certifies copies of ordinances, resolutions, and other documents; swears in elected officials and Police Officers.

Directs the preparation of the Common Council's agenda and related documents; attends and records the minutes of the Common Council meeting; conducts and attends various meetings.

Types and edits correspondence, memoranda, and other official documents; reviews Common Council actions.

Supervises municipal elections; monitors candidates throughout election campaigns; disseminates election voting results to the public.

Supervises and trains subordinate office support staff.

Acts as liaison between the City Clerk's Office and other agencies, departments, city officials, and the general public.

*(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)*

## **REQUIREMENTS**

### **Training and Experience:**

Bachelor's Degree in Public or Business Administration or related field; supplemented by five (5) years of progressively responsible experience in public finance; or an equivalent combination of training and experience. Certified Municipal Clerk designation is preferred.

### **Knowledge, Abilities and Skills:**

Knowledge of applicable State and Federal laws regarding records retention and public records.

Knowledge of personnel administration and related laws, rules, regulations and practices.

·Knowledge of the City's ordinances, rules, regulations, and policies.

·Knowledge of modern management methods and practices.

·Ability to coordinate a wide range of activities and programs.

·Ability to plan, assign, direct, and evaluate the work of subordinates.

·Ability to communicate clearly, orally and in writing.

·Ability to establish and maintain effective working relationships with fellow employees, superiors, subordinates, city officials and the general public.

·Ability to make complex decisions and interpretations in accordance with established rules, policies, and procedures.

·Ability to communicate information tactfully and impartially.

·Ability to take and transcribe minutes.

·Ability to maintain important records efficiently and accurately.

·Skill in the operation of modern office equipment and computers.

·Skill in dealing courteously and effectively with the public.

·Ability to handle reasonably necessary stress.

### **Physical Requirements:**

Task is essentially sedentary, with occasional walking, bending, light lifting, or other restricted physical activities.

### **Environmental Requirements:**

Task may require infrequent exposure to adverse environmental conditions.

### **Sensory Requirements:**

Task requires sound perception and discrimination.

Task requires visual perception and discrimination.

Task requires oral communications ability.

### **Other Requirements:**

Possession of a valid driver's license and a good driving record.

·May be required to provide vehicle for use on the job.

**FLSA Status: EXEMPT**

## **Appendix B**

### **CITY ASSESSOR**

**DEPARTMENT:**     **Assessment**

#### **CHARACTERISTICS OF THE CLASS**

Chief administrative officer under administrative direction of the Mayor and the City Administrator, responsible for managing the operation of the City of Kenosha's Assessment Department consisting of certified assessors, supervisor and support staff.

#### **EXAMPLES OF ESSENTIAL FUNCTIONS:** (illustrative only)

- Plans, directs and reviews the functions of the Assessment Department.
- Prepares and implements goals, objectives and policies for the City Assessor's Office and plans future operations of the department.
- Provides general staff supervision and direction.
- Oversees the recording of assessments and the preparation and signing of the assessment roll in accordance with state statutes, DOR rules and appraisal procedures.
- Prepares and recommends annual department budget, implements budget programs and monitors expenditures throughout the year.
- Establishes and reviews methods used to obtain accurate and uniform values of all class of real and personal property.
- Establishes and maintains full value assessment in the City of Kenosha performing revaluations as necessary and in consultation with City Administration.
- Provides professional advice and assists assessment personnel with the appraisal of unusual and complex property.
- Receives and reviews assessment complaints and negotiates resolutions.
- Acts as City liaison with State and local governmental agencies regarding property tax matters.
- Makes recommendations regarding adjustments and coordinates testimony for the City in all tax instances that result in litigation.
- Makes recommendations regarding adjustments and coordinates testimony for the City in all tax instances that result in litigation.
- Uses current computer technology in developing assessments and appraisals.
- Appoints Board of Assessors and services as chair to Board of Assessors.
- Provides expert testimony regarding valuation at Board of Review, legislative hearings and throughout the court system.
- Performs special assignments as required by City Administrator or elected officials within scope of knowledge control.
- Performs related work as required or assigned.

*(NOTE: The duties listed above are intended as illustrations of the various types of work performed by persons in positions covered by this classification specification. This list is not all inclusive. The omission of a particular job duty does not mean that the duty is not one of the essential functions of the position. Management reserves the right to assign employees in this classification to duties not listed above, if the duties are fairly within the scope of responsibilities applicable to the level of work performed by employees in positions covered by this classification specification. This classification specification does not create an employment contract between the City and the employee and is subject to change by the City as the needs of the City and the department change over time.)*

## **REQUIREMENTS**

### **Training and Experience:**

- Possession of a Bachelor's degree from an accredited college in business, public administration and/or finance supplemented by successful completion of approved courses in real estate assessment/appraisal (Wisconsin Department of Revenue, IAAO, WAAO, AIREA).
- Must hold an Assessor II level certification from the Wisconsin Department of Revenue.
- Minimum of six (6) years appraisal experience, two of which must have been at the supervisory level.
- Administrative and managerial experience which provides the required knowledge, skills and abilities.
- An equivalent combination of training and experience may be considered.

### **Knowledge, Abilities and Skills:**

- Knowledge of principles, methods and techniques of real and personal property valuation.
- Knowledge of court decisions and state laws, rules and regulations pertaining to property assessments for assessment purposes.
- Knowledge of the relative market value of all types of real and personal property and of the methods of classifying property and determining its full value.
- Knowledge of USPAP guidelines relating to the mass appraisal process and ability to implement and comply to these standards in the context of ad valorem assessments of property.
- Knowledge of current computer technology and its used in developing appraisals and assessments.
- Skill in program administration.
- Ability to present technical information clearly and concisely to municipal officials and the general public.
- Ability to supervise technical, professional and clerical staff.
- Ability to determine fair market value of all types of property through application of recognized methods of property valuation.
- Ability to establish and maintain effective working relationships with the media, general public, government officials and other City Department Administrators.
- Ability to handle reasonably necessary stress.
- Possession of a valid Wisconsin driver's license.

**Physical Requirements:**

- Task is essentially sedentary, with occasional walking, bending, light lifting or other restricted physical activities.

**Environmental Requirements:**

- Task is regularly performed without exposure to adverse environmental conditions.

**Sensory Requirements:**

- Task requires sound perception and discrimination.
- Task requires visual perception and discrimination.
- Task requires oral communications ability.

**Other Requirements:**

- Possession of a valid driver's license and a good driving record.
- May be required to provide vehicle for use on the job.

**FLSA Status: EXEMPT**

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

By: Committee on Finance

Transfer of Funds Totaling \$166,000 from the 2011 Contingency Budget to  
2011 Labor Negotiations, Personnel and Council Budgets

BE IT RESOLVED, by the Common Council of the City of Kenosha,  
Wisconsin, that there be transferred:

FROM:	Contingency 110-09-56701-901	\$166,000.
TO:	Labor Negotiations Legal/Labor & Negotiations 110-01-51001-212	\$ 15,000.
	Human Resources Legal/Labor & Negotiations 110-01-51303-212	\$ 26,000.
	Professional Services 110-01-51303-219	\$ 15,000.
	Council Professional Services 110-01-50101-212	\$110,000.

The above transfer is needed as a result of expenditures for legal fees and Fire  
and Police testing amounting to more than budgeted for these purposes.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED \_\_\_\_\_  
Keith G. Bosman

ATTEST: \_\_\_\_\_  
Michael Higgins

(RES11/trnsfndcontingency12.13.11)

**MENOMINEE INDIAN TRIBE OF WISCONSIN  
MENOMINEE KENOSHA GAMING AUTHORITY**

**December 19, 2011**

**Information in Regard to Extension of Intergovernmental Agreement**

The following is intended to supplement information presented orally by Tribal representatives to the Kenosha City Council at their December 19, 2011 meeting.

**1. Land into Trust Process.** Prior to the Dairyland Property becoming Menominee trust land (Menominee trust land means land owned by the United States in trust for the Menominee Indian Tribe) and therefore eligible to be used for gaming by the Tribe the following steps must occur:

a. Section 151 Preliminary Decision. The United States Department of the Interior – Bureau of Indian Affairs (“Interior”) must determine that the Tribe has met all the requirements of the Indian Reorganization Act and its accompanying regulations (25 C.F.R. Part 151) related to the United States accepting land into trust. The Menominee Tribe’s application to Interior addresses all requirements of 25 C.F.R. Part 151 which include: Tribe’s need for the land; Proposed use of the land; Environmental impact of acquisition of the land; Impact on local governments.

b. Section 20 Federal Decision. As the intent of the Tribe is to conduct gaming on the Trust Land, Interior must also make a determination pursuant to Section 20 of the Indian Gaming Regulatory Act that conducting such gaming on the property would be both beneficial to the Tribe and not detrimental to the local community. The Menominee Tribe’s application to Interior addresses all requirements of Section 20 and its accompanying regulations (25 C.F.R. Part 292).

This decision would be made simultaneously with the Section 151 preliminary decision referenced above. If Interior determines that the Tribe has met the Section 151 criteria and determines that gaming on the property would be beneficial to the Tribe and not detrimental to the local community, it will send its Section 20 Federal Decision to the Governor of Wisconsin requesting that he concur in that determination.

c. Section 20 Governor Decision. After receiving the request from Interior to concur in its determination that gaming on the property would be beneficial to the Tribe and not detrimental to the local community the Governor must determine whether or not he concurs in this decision. The timing of such a concurrence and the factors the Governor will take into account in determining whether or not to concur are within the discretion of the Governor. If the Governor concurs with Interior’s decision he notifies Interior.

d. Section 151 Final Decision. After receiving the Governor’s concurrence Interior will publish a notice in the Federal Register indicating its intent to take the land into trust after 30 days.

e. Deed Transfer. The Section 151 final decision grants Interior the power to accept the land into trust status, however, the land does not actually gain trust status until it is deeded from the Tribe to the United States, and the United States accepts that deed. This is the final step in the process and after it takes place the Tribe may legally conduct gaming on the property.

**2. Why Land Cannot Transfer to Trust without Viable Project.** It is important to note that there is practically no way for the land to go into trust without a viable plan to conduct gaming on the premises because the Tribe cannot purchase the land from the current landholders without being able to borrow from a bank or bondholders. The Tribe estimates that purchase of the land and construction and furnishing of the facility in regard to its initial temporary phase would require borrowing approximately \$90 million. Therefore, as a practical matter, there is no way for the Tribe to purchase the land and deed it

to the United States unless there is a bank or bondholders willing to loan the Tribe a minimum of \$90 million (likely much more). As the land once in trust cannot be used for collateral, the bank or bondholders must make this loan with only the future revenues of the facility as security, and therefore will take all steps necessary to determine that the project can generate sufficient revenue to service the debt.

Therefore, in the worst case, the land is transferred into trust for the Tribe and the Tribe is only able to build the temporary facility. In this worst case scenario the following would occur:

- a. The Tribe would invest \$90 million in the renovation of the existing facility
- b. The Facility would be wholly refurbished and would contain 1,000 slot machines and 50 table games.
- c. The projected net win over the first 14 months would be \$187,562,788.
- d. The Tribe would create 1,109 full time equivalent jobs. These jobs would have an average annualized salary and benefits of \$42,382.

This worst case scenario would still be a great improvement over the current use of the land, and likely still constitute the highest and best use of the land as shown below:

	<u>Current Status of Dairyland Property</u>	<u>Worst Case Tribal Casino Status</u>
Jobs	0	1,109
Capital Investment	0	\$90,000,000
Status of Facility	Closed Aging	Open for Business fully refurbished. 1000 slot machines, 50 table games
Income to City From Facility Annually	\$300,000 <sup>1</sup>	\$3,200,000 <sup>2</sup>

If PwC estimates for temporary facility net win are overstated by 25% City would receive \$2,400,000 annually.

### 3. Status of Tribe’s Application.

- a. Settlement of Litigation. In August, 2011 the Tribe and DOI settled the Tribe’s lawsuit against DOI which had been filed subsequent to the DOI’s January 2009 rejection of the Tribe’s Application. The most important terms of the settlement were that the DOI would withdraw the January 2009 rejection of the Application and immediately begin to reconsider the Application. Per the Settlement the DOI was required to confer with the Tribe in regard to what information DOI would require from the Tribe to update the Application and make it ready for a decision.

<sup>1</sup> Estimated 50% of a total \$600,000 property tax bill.

<sup>2</sup> Pursuant to the Intergovernmental Agreement, the City and County receive 3% of the facilities net win. Pursuant to County and City revenue sharing agreement the City receives 2/3 of this amount. Therefore on an annualized basis City will receive approximately \$3,200,000 from the net win.

On September 26, 2011 Tribal officials met with Bureau of Indian Affairs officials in Washington D.C. to discuss what updates would be necessary. On October 14, 2011 Tribal officials met with Bureau of Indian Affairs – Midwest Regional Office officials in Bloomington, Minnesota to discuss this issue as well. On October 17, 2011 the Tribe received a letter from the Bureau of Indian Affairs stating what Application materials they believed needed to be updated. The required updates include:

b. Environmental. The Bureau of Indian Affairs, through Analytical Environmental Services, an environmental consulting firm headquartered in Sacramento, California will conduct an update of the Draft Final Environmental Impact Statement. No further scoping or hearings will be necessary. The scope of the update will include:

- i. Review data analyses to determine if there have been substantive changes in surrounding environment to render data analyses out of date or invalid;
- ii. Ensure there have been no changes in regard to threatened or endangered species;
- iii. Consult with WI DOT to ensure traffic analysis has remained unchanged. Obtain new traffic count if necessary.
- iv. Update Hazardous Materials database;
- v. Update socio-economic data based on 2010 census figures;
- vi. Perform Green House Gas analysis;
- vii. Revise draft Final Environmental Impact Statement.

Based on Analytical Environmental Services work on updated Environmental Impact Statements around the nation, they believe it is unlikely that the surrounding environmental factors have changed significantly due to the depressed economy.

c. Financial. Interior is requiring the Tribe to provide updated projected gaming income statements, fixed asset accounting, balance sheets and cash flow. The Tribe has engaged Klas Robinson a consulting firm from Minneapolis, Minnesota to perform the necessary financial updates, including updates to projected gaming income. This update will be concluded prior to the end of the year. Klas Robinson has a great deal of experience in the gaming and hospitality industry. A biography of their company is attached.

d. Jemez Pueblo Decision and Governmental Power. Interior has requested further information on how the Tribe intends on exercising its governmental powers on the trust lands in Kenosha. This question stems from the September 1, 2011 rejection by Interior of an application for off-reservation gaming filed by the Jemez Pueblo in New Mexico. The main basis of that rejection was that Interior did not believe that Jemez Pueblo would be exercising governmental

authority over the proposed off-reservation trust lands. As the Jemez Pueblo application had similarities to the Menominee Application, and the Jemez Intergovernmental Agreement was similar to the Menominee Intergovernmental Agreement the Tribe has provided Interior a detailed analysis showing the differences between the two applications on this issue and demonstrating how the Tribe will exercise adequate governmental authority. This analysis includes:

- i. The majority of governmental services contracted for in the Menominee / Kenosha IGA involve services that although are supportive of the trust lands do actually involve the City or County providing services on the trust lands.
- ii. Services contracted for such as law enforcement and alcohol licensing merely reflect federal laws that grant authority to state and local governments in regard to these issues on trust lands.
- iii. Land use on the trust lands is regulated by the tribe through detailed ordinances that will be implemented and enforced by the Tribe. City and County regulations do not apply, although there are mechanisms available pursuant to the IGA to ensure that the Tribe enforces its Ordinances.
- iv. Tribal taxes will apply to the trust lands, not state or local taxes.
- v. Menominee Constitution and Ordinances and previous actions show ability to extend governmental powers off the reservation and to include off-reservation communities in Menominee governance. These include: Ability for off-reservation members to vote, and act as Legislators; Provision of transportation services off-reservation to communities as far away as Milwaukee and Chicago; Active involvement in child welfare cases off the Reservation involving Menominee children; Incorporation of off-reservation communities such as those in Chicago as vital parts of the Tribe and its governance.
- vi. The fact that 903 Menominee members reside within 60 miles of the trust lands with 512 of those residing within 30 miles of the trust lands.

e. Need for Land. Interior has requested an update in regard to the Tribe’s need for the land including asking the Tribe to address the argument put forward in the now withdrawn rejection letter that the Tribe does not “need” the land because it already has a large reservation. The Tribe has provided Interior a detailed analysis showing that the Tribe does need the land pursuant to the intent of the Indian Reorganization Act. This analysis focuses on the overwhelming amount of case law on this issue states that the “need” for land under the Indian Reorganization Act refers to not just the physical need for land, but also on need in relation to necessary economic development. It is undisputed that the Tribe has provided more than sufficient evidence of its need for the increased revenue from the Kenosha facility in order to address the severe health, education, unemployment and other poverty related issues affecting the Menominee Reservation.

f. Other Issues. Interior has also requested updates, or confirmation regarding previously provided information such as: Historic connection to land; distance of land from Reservation;

Ownership interest in the land; effects on local community, benefits to the Tribe, etc. The Tribe is in the process of providing all updated information to Interior.

#### **4. Projected Timeline for Land into Trust Process.**

- a. December 31, 2011 – All updated information has been provided to the Bureau of Indian Affairs – Midwest Regional Office.
- b. January 31, 2012 – Bureau of Indian Affairs – Midwest Regional Office provides complete updated Application with positive recommendation to Bureau of Indian Affairs – Central Office.
- c. March 1, 2012 – Bureau of Indian Affairs – Central Office makes positive preliminary 151 decision and Section 20 federal decision and sends to Governor for concurrence.
- d. July 1, 2012 – Governor concurs and sends notice to Interior.
- e. July 15, 2012 – Interior publishes notice in Federal Register of intent to take land into trust.
- f. September 1, 2012 – Tribe deeds land to United States in trust.

#### **5. Current Status of Project Scope, Design, Costs, Revenue Projections, Availability of Financing and Construction Schedules**

a. Revenue Projections. The Tribe is confident that the existing revenue projections based on analysis performed by Price Waterhouse Coopers in 2004 remain valid. On January 3, 2011 PwC published their *Global Gaming Industry Outlook to 2014*. That report shows that total Tribal Casino Revenues in 2005 were \$22,510,000,000. By 2008 those revenues had increased to \$26,700,000,000. As a result of the national recession Tribal Casino Revenues decreased in 2009 by -0.7% and in 2010 by -1.9%. Regional Casinos followed a very similar trend.

PwC projects that Tribal Gaming Revenues will increase in 2011 by 1.5% and continue increasing by larger percentages through 2014. PwC estimates the total Tribal Gaming Revenues for 2014 at \$30,250,000,000. This constitutes a 34.4% increase in revenue from 2005.

The huge decreases in gaming revenues that have been discussed in the industry and the media over the course of the last few years were driven mainly by revenues in Nevada Casinos which saw double digit decreases in 2008 and 2009. Such large scale drops were not seen in the Tribal Casino or Regional Casino market.

The potential for increased competition in Illinois may affect revenue projections, however, the PwC studies in 2004 and 2005 accounted for potential increased competition in both Illinois and Wisconsin.

The most recent information regarding the Des Plaines casino in Illinois from the reports of the Illinois Gaming Board further bolsters the continuing validity of the PwC projections. The Des Plaines casino has been taking in over \$30 Million per month since opening this summer. It is

receiving approximately 400,000 visitors per month. These numbers exceed expectations. Additionally, they are receiving close to \$85 to \$100 in gross revenue from each visitor and generates over \$900 per gaming position per day. These revenues applied to the Kenosha's permanent facility initial 2700 gaming positions equates to an annual net win in excess of \$1 billion.

Therefore, if performance of the Kenosha facility equals ½ of the Des Plaines facility, the Kenosha facility would meet the PwC 2004 revenue projections.

b. Availability of Financing. Although there is great confidence that the existing revenue projections remain valid, the project design, costs, construction schedules, etc. are also dependent upon the availability of financing. The Tribe contracted with Steve Erickson, a consultant with wide experience in the financing of tribal casinos, to review the Tribe's proposed plans in light of the current financial market conditions and availability of financing. Mr. Erickson stated in a letter to the Tribe:

“There have been major changes in the capital markets since the original plans for the Project were submitted to the City and County. However, there are still available funds for well located and properly sized projects. The upper end of the market for “Greenfield Projects” is approximately \$250,000,000 based on today's market conditions. There have been two Tribal gaming facilities built in Michigan in the last three years that are similar in scope to the proposed Project. One of the projects has 2,000 slot machines and the other project has 2,500 slot machines and 90 table games. The costs of the projects were in the \$150,000,000 to \$250,000,000 range, respectively.

The Project would have to be redesigned so that it could be built within the parameters of what the capital market conditions dictate. This may mean that the design, development and construction costs associated with Phase 1 will have to be modified or that portions of Phase 1 are built in Phase 2.

The capital markets are still receptive to credits that have an operating history and a demonstrated stream of cash flow. Thus there should not be an issue in borrowing additional funds to finance Phase 1 improvements, if any, that are not built in the initial Phase 1 construction and Phase 2 improvements once the casino facility is open and generating positive cash flow.

The Tribe will be able to build the full project as outlined in the original information but the time period to build the entire project may be stretched out somewhat.”

Others in the industry that the Tribe has consulted with believe that the value of the right to conduct gaming similar to the granting of a license in commercial gaming is so high that the amount of financing available for a first phase may be between \$300 million and \$350 million.

c. Phase 1 Project Scope and Design. Assuming that \$300 million is available for the first phase, the current proposed number of slot machines (2700), table games (75), square footage

devoted to gaming (101,000), and size of multi-purpose entertainment facility (5000 seats) would remain unchanged.

In order to move certain costs from phase 1 to phase 2 the following amenities currently scheduled for phase 1 may be pushed back to phase 2:

- Re-phasing a portion of the proposed 94,000 square feet devoted to food and beverage.
- Re-phasing a portion of the proposed 49,400 square feet devoted to retail.
- Re-phasing of the proposed 135,000 square feet of warehousing.
- Re-phasing of structured parking.
- Re-phasing back of house square footage.

In addition to savings related to this proposed re-phasing, the Tribe in consultation with potential developers believes that it can obtain further savings as follows:

- Reduce construction financing by entering into a power purchase agreement.
- Potential savings in construction costs in 2011 vs. 2004
- Utilization of short-term lines of credit and leasing agreements for FF&E
- Separate financing for parking structures.

d. Conclusion. The exact final build-out now, as in 2004 when first proposed, is subject to available financing. Therefore the Tribe's plans remain unchanged. The information provided above is intended to show how the final product will remain substantively the same even if the first phase funding is less than originally projected.

**6. Status of Option on Land.** The Tribe has the right to extend the option through March 31, 2013.

**7. Mohegan Involvement and Status of Development and Management Partners.** The Mohegan Tribe is no longer the developer of the Project. Menominee and Mohegan currently have an agreement for Mohegan to manage the facility however that is subject to change depending upon the Tribe obtaining a new developer.

The Tribe is currently actively seeking a developer. It is a certainty that the Tribe will bring on both an experienced outside development firm and an experienced outside management firm. The timing of bringing on such firms is dependent upon many factors, including the status of the BIA review of the Application.

**8. Status of Menominee Kenosha Gaming Authority.** The Menominee Kenosha Gaming Authority continues in existence as an instrumentality of the Menominee Indian Tribe of Wisconsin. It has all power and authority necessary to carry out the Kenosha Project and the commitments made in the Intergovernmental Agreement.

**9. Pending Legislation or Litigation Regarding Off-Reservation Gaming**

- a. Tribal – There is no existing or pending Tribal legislation or litigation that would have any negative effect on the Kenosha Project.
- b. State – The Tribe is unaware of any existing or pending Wisconsin legislation or litigation that would have any negative effect on the Kenosha Project.
- c. Federal –
  - Feinstein Bill Proposing Amendment to IGRA – This bill by its terms would not apply to the Menominee Application as it does not propose any change to the provision of the Indian Gaming Regulatory Act applicable to the Tribe’s application.
  - McCain Bill Proposing Amendment to IGRA - On July 27, 2011 Senators McCain and Kyl introduced S. 1424 entitled “Off-Reservation Land Acquisition Guidance Act.” This Act would require the Secretary of the Interior to perform certain evaluations prior to accepting any land into trust for a Tribe which is more than a commutable distance from the Tribe’s reservation and is intended or likely to be used for gaming.

The proposed Act in essence codifies the Artman 2008 Guidance Memorandum, and, like that Guidance, Menominee is well suited to meet its requirements if given a fair review. Menominee has an IGA in place addressing all local concerns. The proposed property has been used for gaming for over 20 years and therefore there should be no land use incompatibility. The Tribe has provided a great deal of information showing how the off-reservation land will improve employment on the reservation.

It is unlikely this Act will receive any quick or positive action in the Senate. The primary Democratic Senators who have previously publicly supported Artman Guidance (Boxer, Feinstein, Reid) are not co-sponsors of this and there are no current Democratic or Republican co-sponsors besides the Senators McCain and Kyl. The bill was immediately sent to the Senate Committee on Indian Affairs where as of December 3, 2011, no action had been taken.

## KlasRobinson Q.E.D.

KlasRobinson Q.E.D. emphasizes hands-on, client-oriented consulting, based on our founding principles of integrity, accuracy and respect. Our goal is to provide cost effective solutions in order to maximize value, while respecting the individual needs of each of our unique clients. Our comprehensive approach ensures accountability through direct, absolute and exclusive involvement in each project.

Feasibility studies and other expert counseling provided by the principals of KlasRobinson Q.E.D. have been used to successfully attract **almost \$10.0 billion** in financing and investment from bank financing, capital leases, private placements, registered securities and IPO's.

KlasRobinson Q.E.D. has extensive experience in analyzing the financial feasibility of Indian gaming operations and related ancillary developments. The principals of KlasRobinson Q.E.D., Jim Klas and Matt Robinson, have been at the forefront of Indian gaming developmental and financial analysis throughout their careers, working with some 200 different Tribes over the past decade.

Our expertise in Indian Country extends beyond casinos to hotels and resorts, restaurants and nightclubs, spas, entertainment, convention space, golf, RV parks, gas station/convenience stores and grocery stores, travel plazas and truck stops, retail and multi-use office complexes, banks, water parks, movie theaters, bowling centers, equine events centers, big game hunts and other commercial and leisure developments.

We are members of IALEI, ISPA, NGF, NIGA, WWA and other gaming and leisure industry trade organizations. We have also published numerous articles in trade journals on the unique characteristics of development and operation of the above mentioned types of facilities and amenities in the particular environment of Indian gaming.

The principals of KlasRobinson Q.E.D. are familiar with Indian Tribes throughout Wisconsin. Over the past several years, we have completed market and feasibility studies on behalf of the ***Bad River Band of the Lake Superior Tribe of Chippewa Indians, Forest County Band of Potawatomi Indians, Ho-Chunk Nation, Lac du Flambeau Band of Lake Superior Chippewa Indians, Menominee Indian Tribe of Wisconsin, Oneida Tribe of Indians of Wisconsin, Red Cliff Band*** and the ***St. Croix Chippewa Indians of Wisconsin***. We have also worked on several off-reservation Indian gaming developments in Wisconsin – the proposed **Beloit Casino** in south central Wisconsin and the proposed **Shullsburg Casino** in the southwest corner of Wisconsin.

All work related to the analysis including meetings, market research, report writing and presentation will be conducted by Mr. Klas and Mr. Robinson, the founders and principals of KlasRobinson Q.E.D. See [klausrobinsonqed.com](http://klausrobinsonqed.com) for further details.

2005 INTERGOVERNMENTAL AGREEMENT between the Menominee Indian Tribe of Wisconsin, Menominee Kenosha Gaming Authority, the City of Kenosha, and the County of Kenosha.

*(The following is the original language that is being replaced by the proposed extension agreement)*

**P. Cessation of Gaming.** In the event that gaming operations at the Kenosha Facility cease for any reason for 365 consecutive days, the Tribe and the Authority shall use best efforts, including, but not limited to, petitioning the United States Congress, to ensure that the Federal Trust Land is removed from federal trust and reverts to taxable status under ch. 70 of the Wisconsin Statutes. In the event that gaming ceases for the period described herein, the minimum payment provisions of Section 2(A)(2) of this Agreement shall continue to apply.

## EXTENSION AGREEMENT

This Extension Agreement ("Extension") is entered into this [redacted] day of [redacted], 2011 in Kenosha, Wisconsin, by and between the MENOMINEE INDIAN TRIBE OF WISCONSIN (the "Tribe"), a federally recognized Indian tribe whose reservation is located within the State of Wisconsin, the MENOMINEE KENOSHA GAMING AUTHORITY (the "Authority"), a tribal gaming business chartered on September 16, 1999 by the Tribe, the CITY OF KENOSHA (the "City"), a municipal government in the State of Wisconsin, within which limits the Tribe proposes to acquire lands to be held in trust by the United States Government ("Federal Trust Land") for the purpose of conducting gaming thereon pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. sections 2701 *et seq.*, and the COUNTY OF KENOSHA (the "County"), a quasi-municipal corporation in the State of Wisconsin.

### RECITALS

WHEREAS, the Tribe, the Authority, the City and the County have entered into that certain Intergovernmental Agreement effective as of March 28, 2005 as amended (the "Intergovernmental Agreement"), ~~a copy of which is attached hereto as Exhibit A;~~ and

WHEREAS, the Intergovernmental Agreement is set to expire on December 28, 2011 unless all approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate a gaming facility in Kenosha are obtained prior to that date (*see* Intergovernmental Agreement, Section 3); and

WHEREAS, the Tribe and the Authority have not yet received all necessary approvals and it appears that such approvals will not be obtained prior to December 28, 2011; and

WHEREAS, the Tribe, the Authority, the City and the County wish to extend the term of the Intergovernmental Agreement to provide the Tribe and the Authority with additional time to receive all necessary approvals;

### AGREEMENT

**NOW, THEREFORE**, the parties hereto agree as follows:

#### **Section 1.**

The term of the Intergovernmental Agreement is hereby extended, and Section 3 of that Agreement is amended, as follows:

The Intergovernmental Agreement shall remain in effect for so long as the Federal Trust Land exists, unless otherwise terminated by the mutual written consent of the Tribe, the Authority, the City and the County. The Intergovernmental Agreement shall terminate if the Tribe and the Authority are unsuccessful in securing the approvals necessary to implement the Tribe's and the Authority's proposal to develop and operate the Kenosha Facility by March 31, 2013.

**Section 2.**

Section 2.P of the Intergovernmental Agreement is deleted in its entirety and replaced as follows:

P. Cessation of Gaming. In the event that gaming operations at the Kenosha Facility cease for any reason for 365 consecutive days, the Tribe and the Authority shall use best efforts, including, but not limited to, petitioning the United States Congress, to ensure that the Federal Trust Land is removed from federal trust and reverts to taxable status under ch. 70 of the Wisconsin Statutes, as codified on the date of execution of this amendment. In the event that gaming ceases for the period described herein, the Tribe shall only conduct activity in conformance with Section 2.I. In such event, the Tribe shall consult with the City and the County regarding the best use of the Federal Trust Land and use best efforts, including the potential sale of improvements on the Federal Trust Land and the leasing of such land for fair market rental to a person or entity taxable pursuant to ch. 70 of the Wisconsin Statutes, as codified on the date of execution of this amendment. The Tribe further agrees to utilize the Federal Trust Land in such a way as to allow the Tribe to maximize its economic benefit while adequately protecting the interests of the City and County. Regardless of whether efforts to cause the Federal Trust Land to be removed from federal trust status are successful, all non-Indian entities operating or conducting business or maintaining personal property ~~within~~ on the ~~City and County~~ Federal Trust Land shall be subject to all taxes generally applicable to non-exempt entities operating or conducting business or maintaining personal property within the City and County. The Tribe shall not challenge, or facilitate or support any challenge of, taxes assessed on non-Indians on any basis, including claims of interference with tribal sovereignty or federal preemption. Should any non-Indian entity challenge the validity of any tax on the basis of their operating or conducting business or maintaining personal property on the land, the Tribe shall seek intervention on behalf of the taxing jurisdiction to support the intent of this agreement to disclaim any defenses against taxation based on tribal interests.

**Section 3.**

The terms of this Extension shall become effective upon approval of the governing bodies of the City, the County, the Tribe and the Authority as of December 28, 2011 and execution by the appropriate officers of the parties.

**Section 4.**

Nothing in this Extension is meant to amend, nor does it amend, any of the provisions of the Intergovernmental Agreement other than Section 3 and Section 2.P. All other provisions of the Intergovernmental Agreement remain in effect.

**Section 5.**

The Tribe, the Authority, the City and the County each represent and warrant that each has performed all acts precedent to adoption of this Extension, including but not limited to matters of procedure and notice, and each has the full power and authority to execute this Extension and to perform its obligations in accordance with the terms and conditions thereof, and that the

representative executing this Extension on behalf of such party is duly and fully authorized to execute and deliver this Extension.

- a. The Tribe has authorized its officers to execute this Extension by the adoption of Resolution No. \_\_\_\_ adopted on \_\_\_\_\_, 2011, a copy of which is attached hereto as Exhibit [BA](#).
- b. The Authority has authorized its officers to execute this Extension by adoption of a Consent to Board Action dated \_\_\_\_\_, 2011, a copy of which is attached hereto as Exhibit [EB](#).
- c. The Common Council of the City has approved this Extension at a duly noticed meeting of the Common Council held on \_\_\_\_\_, 2011, and a certified copy of the proceeding is attached hereto as Exhibit [DC](#).
- d. The Board of Supervisors of the County has approved this Extension at a duly noticed meeting of the Board of Supervisors held on \_\_\_\_\_, 2011, and a certified copy of the proceedings of the Board of Supervisors is attached hereto as Exhibit [ED](#).

**Section 6.**

This Extension may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.

**Section 7.**

The Authority shall submit this Extension to the Secretary of the Interior under 25 U.S.C. Section 81 and the National Indian Gaming Commission under the Indian Gaming Regulatory Act for a determination by the Secretary that this Extension is not subject to 25 U.S.C. Section 81 and for a determination by the NIGC that this Agreement is not subject to its review or approval. Any determination by the Secretary or the NIGC under this Section shall be transmitted to the City and the County. In the event that either the Secretary or the NIGC fails to make the determination contemplated under this Section, the parties shall meet to determine how to achieve such a determination.

**Section 8.**

The Tribe, the Authority, the City and the County each represent and warrant that the Intergovernmental Agreement has been in effect continuously since it first became effective March 28, 2005 through the effective date of this Extension. The Tribe, Authority, and County each represent and warrant that the Sales Tax Agreement between the Tribe, Authority, and County has similarly been in effect continuously since it first became effective through the effective date of this Extension and pursuant to its terms is extended in the same manner as the Intergovernmental Agreement. The Intergovernmental Cooperation and Revenue Sharing Agreement between the City and County likewise, pursuant to its terms, remains and continues in effect for the term of this Intergovernmental Agreement and is therefore extended in the same manner as the Intergovernmental Agreement.

Neither the federal government's previous rejection of the Tribe's Application, nor any other event has caused this Intergovernmental Agreement to lapse at any time.

IN WITNESS WHEREOF, the Tribe, the Authority, the City and the County have respectively signed this Extension and caused their seals to be affixed and attested as of the date shown.

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

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

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

By: \_\_\_\_\_  
Michael Higgins, City Clerk/Treasurer

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

**COUNTY OF KENOSHA, WISCONSIN**

By: \_\_\_\_\_  
Jim Kreuser, County Executive

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

By: \_\_\_\_\_  
Mary T. Schuch-Krebs, County Clerk

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

**MENOMINEE INDIAN TRIBE OF WISCONSIN**

By: \_\_\_\_\_  
Randal Chevalier, Tribal Chairperson  
Date: \_\_\_\_\_

**MENOMINEE KENOSHA GAMING AUTHORITY**

By: \_\_\_\_\_  
Laurie Boivin, Chairman  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Myrna Warrington, Member  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Waukau, Member  
Date: \_\_\_\_\_



## MEMO

**DATE:** December 13, 2011  
**TO:** CITY CLERK  
**FROM:** KENOSHA REGIONAL AIRPORT  
**SUBJECT:** ITEMS PASSED BY AIRPORT COMMISSION TO BE PLACED  
ON THE AGENDAS FOR FINANCE AND COUNCIL

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Date of Meeting: December 13, 2011

**NEW LEASE** Approve Lease between City of Kenosha, Wisconsin and RKJ3, LLC  
**#10440**

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**APPROVED BY AIRPORT COMMISSION (5-0) December 13, 2011**

## Kenosha Regional Airport Lease Summary

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**RKJ3, LLC**  
**10440 - 52nd Street**

- 1.) **TERM:** 20 years; December 1, 2011 through and including November 30, 2031
- 2.) **RATE:** Annual Fee \$.18 = \$4,428.00  
Biannual Payments \$.18 = \$2,214.00
- 3.) **RENEGOTIATION:** Rental fees to be adjusted per Airport Commission review and Council approval.
- 4.) **LOCATION ON AIRPORT:** 10440 - 52nd St.
- 5.) **PROPERTY DESCRIPTION:** 24,600 sq. ft. Constructed 2002
- 6.) **HANGAR DIMENSIONS:** 100' x 100'
- 7.) **USE OF HANGAR:** Aircraft storage .
- 8.) **OWNERSHIP OF IMPROVEMENTS:** Lessee retains ownership
- 9.) **NOTE:** Hangar purchased from Capital First / Norstates Bank

**LEASE**

**Between**

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

**And**

**RKJ3, LLC  
A Wisconsin Limited Liability Company  
10440 52<sup>nd</sup> Street,  
Kenosha, Wisconsin 53144**

**THIS LEASE** is entered into between the **CITY OF KENOSHA, WISCONSIN**, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**CITY**", and **RKJ3, LLC**, a Wisconsin limited liability company, 10440 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144, hereinafter referred to as "**LESSEE**".

**WITNESSETH:**

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

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

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

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

**ARTICLE 1 - PREMISES**

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

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

## **ARTICLE 2 - TERM**

**2.1 TERM.** The term of this Lease is for the period of January 1, 2012, through and including December 31, 2032, hereinafter referred to as the "**TERM**". Between six (6) months and one (1) year prior to the expiration date of this Lease, the **LESSEE** may request, in writing, that the **CITY** negotiate a new Lease. If timely notice is given to the **CITY** and the **LESSEE** is in full compliance with this Lease, the **CITY** shall meet with the **LESSEE** in good faith to negotiate a new Lease which may be for any **TERM** agreed to by the parties.

## **ARTICLE 3 - RENT**

**3.1 RENT.** Subject to Article 3.3, the **LESSEE** agrees to pay the **CITY** for the use and occupancy of the **PREMISES** rent in the annual sum of Four Thousand Four Hundred Twenty-Eight Dollars (\$4,428.00) based upon a charge of Eighteen Cents (\$0.18) per square foot for the **PREMISES**. The rent shall be payable in equal semiannual installments of Two Thousand Two Hundred Fourteen Dollars (\$2,214.00) on or before January 1 and July 1 of each year during the **TERM** of this Lease. Rent shall be payable at the office of the Airport Director, 9900 52<sup>nd</sup> Street, Kenosha, Wisconsin 53144-7430 or at such other place as may be directed in writing by the **CITY**.

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

**3.3 RENT ADJUSTMENT.** The annual rent may be adjusted from time to time

during the **TERM** of this Lease based upon recommendation of the Airport Commission and approval by the Common Council. Annual rent adjustments shall not be inconsistent with other land leases at the Airport.

#### **ARTICLE 4 - IMPROVEMENTS**

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

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

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

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

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

**4.4 CONSTRUCTION LIENS.** The **LESSEE**, in making **IMPROVEMENTS** upon the **PREMISES**, shall not grant permission for or permit any liens for labor or materials to

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

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

**4.6 INDEMNITY AND HOLD HARMLESS BY CONTRACTORS.** The **LESSEE** shall require its contractors who construct the **IMPROVEMENTS** to indemnify and hold harmless the **CITY**, and its officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, expenses or attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of any act or omission of the **LESSEE** involving the construction of the **IMPROVEMENTS** by reason of which any person suffers

personal injury, death or property loss or damage; provided, however, the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorneys' fees caused or resulting from the acts or omissions of the **CITY**, or any of its officers, employees or agents.

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

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

**4.9 UNAUTHORIZED IMPROVEMENTS.** Should the **LESSEE** make any **IMPROVEMENTS** without prior **CITY** approval, which are not satisfactory to the **CITY**, then, upon written notice to do so, the **LESSEE** shall remove the same, or if agreed upon by the **CITY**, cause the same to be changed, modified or reconstructed to the satisfaction of the **CITY**. Should

the **LESSEE** fail to comply with such notice within sixty (60) days of receipt thereof, or should the **LESSEE** commence to comply therewith and fail to pursue such work diligently to completion, the **CITY** may effect the removal, change, modification or reconstruction thereof, and the **LESSEE** shall pay the cost thereof to the **CITY**, upon written demand together with interest at the highest rate permitted by law from the date of the **CITY'S** written demand until paid.

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

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

## **ARTICLE 5 - USE OF PREMISES**

**5.1 USE OF PREMISES.** The **LESSEE** shall use the **PREMISES** as a Common Hangar Storage Operator in compliance with the Minimum Standards for T-Hangar, Common Hangar and Tie-Down Aircraft Storage Operator set forth in Chapter XXV of the Code of General Ordinances for the City of Kenosha as may be amended from time to time. The **LESSEE** shall also be permitted to use the **PREMISES** for the airframe and power plant repairs of aircraft owned by the **LESSEE** to be performed by the **LESSEE** or a person who is regularly employed by the **LESSEE**, within the limits of Federal Aviation Administration Regulations. The **LESSEE** shall store flammable materials in compliance with all city, state and federal laws, rules and regulations.

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

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

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

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

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

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

take off and land aircraft owned or operated by the **LESSEE**.

#### **ARTICLE 6 - INGRESS AND EGRESS**

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

#### **ARTICLE 7 - PARKING**

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

#### **ARTICLE 8 - AIRCRAFT LIST**

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

#### **ARTICLE 9 - CARE, MAINTENANCE AND REPAIR OF PREMISES**

**9.1 LESSEE'S RESPONSIBILITIES.** The **LESSEE**, at **LESSEE'S** expense, shall at all times be responsible for the care, maintenance and repair of the **PREMISES**, including the **IMPROVEMENTS** thereon, whether preexisting or placed thereon by the **LESSEE**, whether

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

a. Keep the **PREMISES**, the **IMPROVEMENTS** and the personal property thereon, in a clean, neat and sanitary condition.

b. Provide and maintain on the **PREMISES** all obstruction lights and safety devices required by federal, state or local laws, rules or regulations.

c. Repair any damage arising from the operations of the **LESSEE** to the paving or other surface of the **PREMISES** or the Airport caused by oil, gasoline, lubricants, solvents or other flammable, corrosive or damaging liquids and substances.

d. Take measures to prevent erosion, including planting and replanting of grasses on portions of the **PREMISES** not paved or built upon, keep such areas free of noxious weeds, and keep grassy areas cut to a height not to exceed six (6") inches.

e. Maintain and repair all utility lines and equipment placed upon the **PREMISES**.

f. Maintain the **IMPROVEMENTS** and perform all repair work in accordance with federal, state and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

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

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

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

**9.2 TIME REQUIREMENTS FOR REPAIRS.** The **LESSEE** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to the **PREMISES**, including the **IMPROVEMENTS**, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to the **PREMISES**, including the **IMPROVEMENTS**. As used herein, minor damage shall be damage to the **PREMISES** or the

**IMPROVEMENTS** which would cost Five Hundred Dollars (\$500.00) or less to repair, and major damage shall be damage to the **PREMISES** or the **IMPROVEMENTS** which would cost in excess of Five Hundred Dollars (\$500.00) to repair. The **LESSEE**, for good cause, may request from the Airport Director an extension of time to complete repairs. Notwithstanding the above, emergency repairs shall be conducted by the **LESSEE** as soon as possible when required to preserve the **PREMISES** and the **IMPROVEMENTS**.

**9.3 LESSEE'S FAILURE TO MAINTAIN.** In the event the **LESSEE** fails to care for, maintain and repair the **PREMISES** or the **IMPROVEMENTS** within thirty (30) days following the receipt of written notice from the **CITY** describing the failure to care for, maintain and repair and any demand for curative action, or in the event the **LESSEE**, upon commencement of curative action, fails to diligently continue to complete the curative action required by the **CITY**, the **CITY** may, at its option, and in addition to any remedies otherwise available to it, enter the **PREMISES** or the **IMPROVEMENTS** without such entering causing or constituting a cancellation of this Lease or an interference with the **LESSEE'S** possession, and care for, maintain or repair all or any part of the **PREMISES** or the **IMPROVEMENTS** which are in need of care, maintenance or repair, and do all things necessary to accomplish the work required. In such an event, the **LESSEE** shall pay the **CITY**, upon written demand, all sums incurred by the **CITY** to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS** together with interest at the rate of eighteen percent (18%) per year from the date of the **CITY'S** written demand for payment until paid. The **LESSEE'S** failure to pay the **CITY**, upon written demand, all sums incurred by the **CITY** plus interest pursuant to this Article 9.3 shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. Furthermore, should the **CITY** undertake any work hereunder, the **LESSEE** waives any

claims for damages, consequential or otherwise, against the **CITY** as a result therefrom, except claims for damages arising from the **CITY'S** negligence. The foregoing shall in no way affect or alter the continuing obligations of the **LESSEE** as set forth in this Lease and shall not impose or be construed to impose upon the **CITY** any obligation to care for, maintain or repair the **PREMISES** or the **IMPROVEMENTS**.

#### **ARTICLE 10 - PAINTING**

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

#### **ARTICLE 11 - ACCESS TO PREMISES**

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

#### **ARTICLE 12 - GOVERNMENTAL REGULATIONS**

**12.1 LAWS, RULES, REGULATIONS AND ORDERS.** From time to time, the **CITY** may adopt, amend and enforce minimum standards with respect to the occupancy and use of the Airport. These minimum standards are currently found in Chapter XXV of the Code of General Ordinances for the City of Kenosha and are incorporated herein by reference. The **LESSEE** agrees to observe and obey any and all such minimum standards and all other applicable federal, state and local laws, rules and regulations, as they now exist and as they may be enacted or

amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require the **LESSEE'S** officers, agents, employees, contractors, and suppliers to observe and obey the same. This provision will include compliance with the Airport's Noise Abatement Plan. The **CITY** reserves the right to deny access to the Airport and its facilities to the **LESSEE** or any person, party, firm or corporation that fails or refuses to obey and comply with any such laws, rules, regulations and orders.

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

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

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

reports and returns required in connection therewith. The **LESSEE** shall pay when due all stormwater management fees imposed on the **PREMISES**.

### **ARTICLE 13 - UTILITIES**

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

### **ARTICLE 14 - REGULATORY SIGNS**

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

### **ARTICLE 15 - SANITATION**

The **LESSEE** shall provide adequate and appropriate containers, which are not unsightly, for the temporary storage of trash, garbage and refuse, and provide, as necessary, for the

regular pickup thereof, at **LESSEE'S** expense. The **LESSEE** shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on the **PREMISES**. The piling of boxes, cartons, drums, tires, cans, parts or other similar items on or about the **PREMISES**, outside of a fully enclosed building or structure, is strictly prohibited.

#### **ARTICLE 16 - SNOW REMOVAL**

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

#### **ARTICLE 17 - QUIET ENJOYMENT**

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

#### **ARTICLE 18 - RIGHTS OF ENTRY RESERVED**

The **CITY**, by its officers, employees, agents, contractors and furnishers of utilities and other services, shall have the right, at **LESSEE'S** expense, to maintain existing and install future utility, mechanical, electrical and other systems, and the right to enter upon the **PREMISES** or the **IMPROVEMENTS**, at all reasonable times to make such repairs, replacements or alterations thereto as may, in the opinion of the **CITY**, be necessary or advisable, and use the **PREMISES** for access therefor to other parts of the Airport otherwise not conveniently accessible;

provided, however, that in the exercise of such rights, the **CITY** shall not unreasonably interfere with the use and occupancy of the **PREMISES** or the **IMPROVEMENTS** by the **LESSEE**. It is specifically understood and agreed that the reservation of such rights by the **CITY** pursuant to this Article 18 shall not impose or be construed to impose upon the **CITY** an obligation to construct, install, repair, replace or alter any utility service lines now or hereafter to be located thereon for the purpose of providing utility services to the **PREMISES** or the **IMPROVEMENTS**.

**ARTICLE 19 - CITY RESERVATION OF RIGHTS  
FOR PROTECTION OF PREMISES**

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

**ARTICLE 20 - INTERRUPTION IN USE OR ENJOYMENT**

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

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

#### **ARTICLE 21 - NATURAL DISASTER**

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

#### **ARTICLE 22 - NATIONAL EMERGENCY**

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

#### **ARTICLE 23 – LIABILITY INSURANCE**

**23.1 INSURANCE REQUIRED.** The **LESSEE** shall procure and maintain

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

**23.2 PROOF OF INSURANCE.** The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with this Article 23 including the naming of the **CITY** as an “additional insured”, and proof of payment of all premiums to the Airport Director for approval. At least thirty (30) days before the expiration date of any insurance policy required by this Article 23, the **LESSEE** shall deliver to the Airport Director a copy of the renewal Certificate of Insurance and policy. Within thirty (30) days after the premium on any insurance policy required by this Article 23 becomes due and payable, the **LESSEE** shall provide satisfactory evidence of its payment to the Airport Director. The insurance policy or policies shall contain a clause that in the event that any policy is canceled for any reason, or any material changes are made therein, the Airport Director will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 23 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

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

Standards, the provision requiring the greatest insurance coverage shall control.

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

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

- A. Commercial General Liability  
\$1,000,000.00 Each Occurrence having the following coverages:
  - i. Premises and Operations including Hangarkeepers
  - ii. Independent Contractor and Subcontractor
  - iii. Products and Completed Operations
  - iv. Contractual Liability
  - v. Death and Personal Injury
  
- B. Automobile Liability  
\$1,000,000.00 Single Limit each accident having the following coverages:
  - i. Owned Automobiles
  - ii. Hired Automobiles
  - iii. Non-Owned Automobiles
  
- C. Worker's Compensation: Statutory Limits
  - 1. Employer's Liability
    - \$100,000.00 Each Accident
    - \$100,000.00 Disease, Each Employee
    - \$500,000.00 Disease, Policy Limit

## **ARTICLE 24 - INSURANCE OF IMPROVEMENTS**

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

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

**24.3 FAILURE TO MAINTAIN INSURANCE.** In the event the **LESSEE** fails to furnish, deliver and maintain the insurance coverage as required in this Article 24, the **CITY**, in addition to any other remedies available to it, may obtain such insurance coverage and charge the

**LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease. The failure of the **LESSEE** to obtain and maintain the insurance required by this Article 24 shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements of this Article 24 shall not be construed to conflict with the obligations of the **LESSEE** in Article 25.

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

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

**24.6 ABATEMENT OF RENT.** In the event the **LESSEE** elects to repair, replace or rebuild the **IMPROVEMENTS**, during the period thereof, the rent shall be proportionately

abated from the date of loss until the **IMPROVEMENTS** are repaired, restored or rebuilt, provided the **LESSEE** does not use the damaged **PREMISES**, with or without **IMPROVEMENTS**, for any purpose other than repairing, replacing or rebuilding. The proportional amount of abatement will be determined by the **CITY**. The **LESSEE** agrees to commence such work promptly and to prosecute it to completion with due diligence, except for delays beyond the **LESSEE'S** control.

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

#### **ARTICLE 25 - INDEMNITY AND HOLD HARMLESS**

The **LESSEE** does hereby agree that it will, at all times, during the **TERM** of this Lease, indemnify and hold harmless the **CITY**, the Airport Commission, and their officers, employees and agents against any and all claims, liability, loss, charges, damages, costs, judgments settlement expenses and attorneys' fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on the **PREMISES**, the **IMPROVEMENTS**, or

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

#### **ARTICLE 26 - ASSIGNMENT/SUBLEASE**

With the prior written approval of the Airport Commission and the **CITY** Common Council, the **LESSEE** may assign or sublease all or a portion of this Lease to a close corporation or limited liability company wholly owned by hangar owners. No other assignment or sublease is

permitted without the prior written consent of the Airport Commission and the **CITY**. Any unauthorized assignment or sublease shall render this Lease null and void. Any assignment or sublease shall be conditioned upon the assignee or sublessee entering into a written agreement through which it agrees to be bound by all of the terms, conditions and obligations of this Lease. No assignment or sublease shall relieve the **LESSEE** of any of its obligations hereunder in the event of default by the assignee or sublessee. No assignment or sublease shall be inconsistent with the terms of this Lease. The assignee or sublessee shall have all rights, privileges and benefits as granted the **LESSEE** under this Lease.

#### **ARTICLE 27 - FAILURE TO OBSERVE TERMS OF LEASE**

Failure on the part of the **LESSEE** to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have twenty (20) days following its receipt of written notice from the **CITY** to pay any of the sums due and owing under the terms and conditions of this Lease. Prior to termination of this Lease as provided for under this Article 27, the **LESSEE** shall have sixty (60) days following its receipt of written notice from the **CITY** to cure any other breach of the terms and conditions of this Lease to the satisfaction of the **CITY**. In the event the **LESSEE'S** breach is for other than the payment of any sums due and owing under the terms and conditions of this Lease and is of a type which cannot reasonably be cured within thirty (30) days following its receipt of the written notice from the **CITY** and the **LESSEE** acts within said thirty (30) days with due diligence to cure the breach, then the **LESSEE** shall not be deemed in default as long as the **LESSEE** is acting diligently to cure the breach. In the event the **LESSEE** fails to cure any breach within the time provided, the **CITY**, in

addition to all other rights and remedies available to the **CITY** at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the **PREMISES** and remove all persons and property and the **CITY** shall not be liable for damages or otherwise by reason of such re-entry. Upon termination of this Lease for any reason, the **LESSEE** shall have the option subject to the approval of the Airport Commission and the Common Council of:

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

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

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

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

#### **ARTICLE 28 – REVERSION OF PREMISES AND IMPROVEMENTS TO CITY**

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

## **ARTICLE 29 - EFFECT OF BANKRUPTCY OR INSOLVENCY**

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

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

## **ARTICLE 30 - NONDISCRIMINATION**

**30.1** In the event **IMPROVEMENTS** are constructed, maintained, or otherwise

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

**30.2** The **LESSEE** agrees that:

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

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

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

**30.3** The **CITY** reserves the right to take whatever action it might be entitled by law to take in order to enforce this Article 30. This Article 30 is to be considered as a covenant on the part of the **LESSEE**, a breach of which, continuing after notice by the **CITY** to cease and

desist and after a determination that a violation exists made in accordance with the procedure and appeals provided by law, will constitute a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 27 of this Lease.

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

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

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

### **ARTICLE 31 - CONTRACTORS**

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

### **ARTICLE 32 - BENEFITS**

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

### **ARTICLE 33 - SUBORDINATION**

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

### **ARTICLE 34 - INTEGRATION**

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

### **ARTICLE 35 - NONWAIVER OF RIGHTS**

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

### **ARTICLE 36 - CONSTRUCTION**

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

**ARTICLE 37 - TIME IS OF THE ESSENCE**

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

**ARTICLE 38 - NOTICE**

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

If to **LESSEE**:  
RKJ3, LLC  
c/o Robert and Karla Johnson  
1200 West Summerfield  
Lake Forest, IL 60045

If to **CITY**:  
City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53140

With copies to:  
Airport Director  
Kenosha Regional Airport  
9900 52<sup>nd</sup> Street  
Kenosha, Wisconsin 53144-7430

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

**ARTICLE 39 – AUTHORITY**

The **CITY** enters into this Lease by authorization of action taken by the Airport Commission on the \_\_\_\_ day of \_\_\_\_\_, 2011, and by action taken by the Common Council on the \_\_\_\_ day of \_\_\_\_\_, 2011. This Lease is expressly conditioned upon the sale and closing of the existing airport hangar on the **PREMISES** by December 31, 2011, between

RKJ3, LLC, and Norstates Bank, Assignee of the Lease between the CITY and Capital First Aviation, LLC, by virtue of the Assignment and Assumption of Lease dated August 29, 2011, evidenced by the Memorandum of Lease Assignment and Assumption recorded with the Kenosha County Register of Deeds on September 30, 2011, as Document No. 1654678, the payment of all sums due and owing under the existing Lease by Norstates Bank, and the execution of such documents deemed necessary by the CITY to terminate the existing Lease for the PREMISES effective December 31, 2011, and the discharge/release of the Memorandum of Lease Assignment and Assumption referred to above.

The LESSEE represents to the CITY that the LESSEE is a Wisconsin limited liability company in good standing and that all acts which are a condition precedent entering into this Lease on behalf of RKJ3, LLC have timely taken place.

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

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

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

BY: \_\_\_\_\_  
MICHAEL K. HIGGINS,  
City Clerk/Treasurer/Assessor  
Date: \_\_\_\_\_

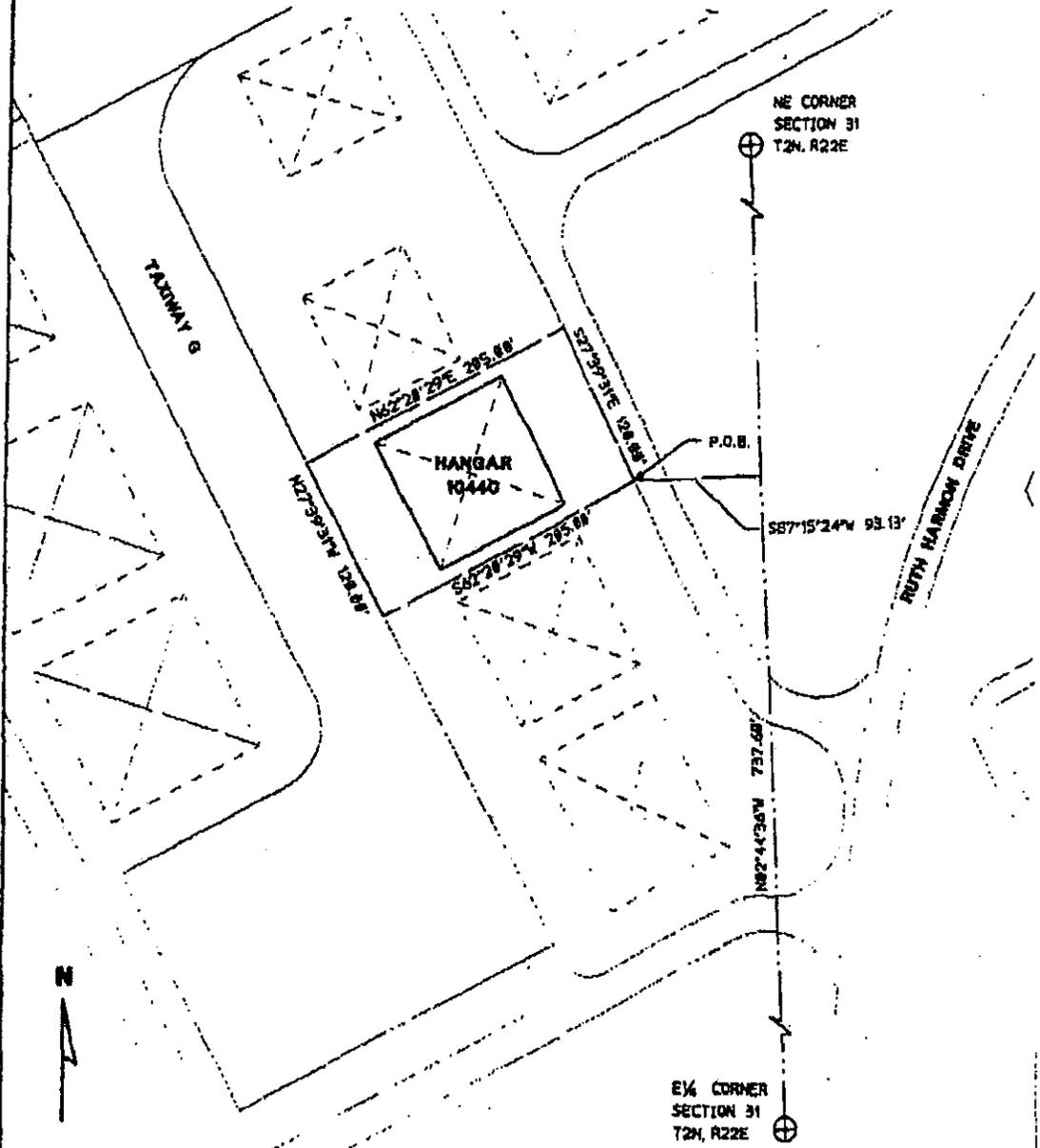


**HANGAR 10440 LEASE DESCRIPTION**

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

Commencing at the East 1/4 corner of said Section 31; thence N 02°-44'-36" W, along the east line of said NE1/4, 737.68 feet; thence S 87°-15'-24" W, 93.13 feet to the point of beginning; thence S 62°-20'-29" W, 205.00 feet; thence N 27°-39'-31" W, 128.00 feet; thence N 62°-20'-29" E, 205.00 feet; thence S 27°-39'-31" E, 128.00 feet to the point of beginning.

Parcel contains 24,608 square feet, more or less.



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



Mead & Hunt, Inc.  
6501 Water Road, Suite 101  
Madison, Wisconsin 53719-2700  
Phone: 608-273-6380  
Fax: 608-273-6391

**KENOSHA REGIONAL AIRPORT  
HANGAR 10440  
LEASE DESCRIPTION**

01/25/02  
Dwg. No. N9105S-530  
Sheet 1 of 1  
Job No. K81-96A  
K8196a30.dwg

Finance Agenda Item #9

## VACANT LAND SALE AND LEASEBACK AGREEMENT

**THIS VACANT LAND SALE AND LEASEBACK AGREEMENT** (this "Agreement") is made and entered into effective as of the date of last signature below (the "Effective Date"), by and between **New Cingular Wireless PCS, LLC** d/b/a AT&T Wireless ("NCWPCS"), a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, and the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, (hereinafter referred to together as the "City") having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140.

**WHEREAS**, NCWPCS has previously entered into a binding offer to purchase, a copy of which is attached hereto as Exhibit A (the "Offer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from its current owner, Zerovec Properties, LLC, a Wisconsin limited liability company (the "Seller"); and

**WHEREAS**, the City owns the real property adjacent to the Property, which is utilized as a public park (the "Park"); and

**WHEREAS**, NCWPCS intends to purchase the Property and raze the improvements now located on the Property, for the purpose of erecting and maintaining a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements on the Property, which will house AT&T's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"); and

**WHEREAS**, the City has requested that NCWPCS, once it acquires the Property from the Seller and razes the existing improvements, instead convey the Property to the City and lease back from the City approximately two thousand one hundred eighty-four (2,184) square feet of land, consisting of a forty-eight by forty-five and one-half (48' x 45.5') foot parcel, plus easements for access and utilities (the "Leased Parcel"), in order to construct and maintain the Communications Facility, with the balance of the Property to be added to the Park by City; and

**WHEREAS**, NCWPCS is willing to proceed as the City has proposed under the terms set forth in this Agreement and, therefore, it is to the mutual advantage of the parties hereto to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual undertakings, understandings and agreements set forth herein, City and NCWPCS agree as follows:

**1. PURCHASE BY NCWPCS.** NCWPCS shall use its good faith best efforts to acquire the Property from the Seller pursuant to the terms of the Offer (the "NCWPCS Acquisition"). In the event that NCWPCS is unable to complete the NCWPCS Acquisition for any reason on or before March 1, 2012 (the "Offer Closing Date"), NCWPCS shall have the right, subject to entering into a mutual written agreement with the Seller, to extend the Offer Closing Date by not more than ninety (90) days (the "Extended Closing Date"), in which case NCWPCS shall promptly notify the City in writing and this Agreement shall continue in full force and effect until the Extended Closing Date. Alternatively, in the event that NCWPCS is

unable to complete the NCWPCS Acquisition for any reason on or before the Offer Closing Date (or the Extended Closing Date, if applicable), NCWPCS shall have the right to terminate this Agreement by providing written notice to the City within ten (10) business days thereafter, in which case this Agreement shall have no further force or effect and neither NCWPCS nor the City shall have any further rights or obligations pursuant to this Agreement.

**2. DEMOLITION OF EXISTING IMPROVEMENTS.** Within ninety (90) days after the NCWPCS Acquisition takes place, NCWPCS, at its own cost and expense, shall remove all buildings, fences, driveways, sidewalks and other improvements from the Property, including any foundations and basement material, and shall seed the affected area with grass seed (the "Demolition"), but shall leave in tact all exiting trees and other plantings, to the extent possible. Provided that NCWPCS has completed and filed all required applications and related submittals and paid all applicable fees, the City shall promptly issue all necessary licenses and permits for the Demolition and/or use its good faith best efforts to assist NCWPCS in obtaining all such licenses and permits from Kenosha County, the State of Wisconsin or any other applicable governmental authority.

**3. CITY'S SUBSEQUENT PURCHASE AND LEASEBACK.** Within thirty (30) days the Demolition has been completed, following the NCWPCS Acquisition, the City shall purchase the Property from NCWPCS and shall add the Property to the Park (the "City Acquisition"), at a place designated by City, for a sum equal to: (a) the actual purchase price for the Property, paid by NCWPCS to Seller; (b) the actual closing costs incurred by NCWPCS in the NCWPCS Acquisition, including legal fees, appraisal costs, surveyor fees, title insurance premiums and all other fees and expenses paid by NCWPCS; and (c) all costs incurred by NCWPCS in the Demolition, including all permit fees (collectively the "City Purchase Price"). In no case, however, shall the City Purchase Price exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Simultaneously with the closing of the City Acquisition, the City, as landlord, and NCWPCS, as tenant, shall enter into a lease for the Leased Parcel, in the form attached hereto as Exhibit B (the "Lease"). The City's obligation to pay the City Purchase Price shall be satisfied by the City providing NCWPCS with a rent credit in the Lease, in an amount equal to the City Purchase Price, on a dollar for dollar basis, without any interest or amortization factor (the "Rent Credit"). Once the Rent Credit has been fully exhausted, NCWPCS shall thereafter pay rent to the City in accordance with the terms of the Lease. In the event that the Lease is terminated by NCWPCS following a material breach by the City, the City shall pay to NCWPCS the City Purchase Price, minus the utilized Rent Credit, plus any other damages available to NCWPCS in accordance with the terms of the Lease and applicable law. Should the Lease be terminated by NCWPCS for any reason other than a breach by the City prior to NCWPCS receiving the full Rent Credit, the City shall have no obligation to make additional payments to NCWPCS for the purchase of the Property. In the event that the Lease is terminated by the City following a material breach by NCWPCS, the City shall have such rights as provided in the Lease and by applicable law.

**4. ZONING.** The City represents that the Property is currently zoned "General Residential" and acknowledges and agrees that NCWPCS shall not be obligated to complete the NCWPCS Acquisition and Demolition or the subsequent City Acquisition and leaseback of the Leased Parcel, unless and until: (a) the City has either rezoned the Leased Parcel or has issued a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by NCWPCS on the Leased Parcel; and (b) the City has used its good faith best efforts to assist NCWPCS and NCWPCS has

actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration ("FAA") and any other applicable governmental authority for the installation and operation of the Communications Facility by NCWPCS on the Leased Parcel.

**5. PROPERTY CONDITION.** The City acknowledges that the Property is currently owned by the Seller and that NCWPCS has no background or history with the Property. However, NCWPCS has previously exercised certain inspection rights pursuant to the Offer and may conduct further tests or inspections prior to the NCWPCS Acquisition in accordance with the Offer. Furthermore, the Seller has made certain warranties and representations regarding the condition of the Property pursuant to the Offer. Therefore, NCWPCS hereby: (a) assigns to the City the same inspection rights which NCWPCS has pursuant to the Offer; (b) agrees that the City may conduct for itself, within the same time periods set forth in the Offer, any and all inspections and tests on the Property, which NCWPCS may perform itself pursuant to the terms of the Offer prior to the NCWPCS Acquisition; (c) agrees to promptly provide to the City copies of all inspection reports, test results, surveys and any other information NCWPCS has previously obtained or may obtain in the future prior to the NCWPCS Acquisition; and (d) agrees to assign to the City at the City Acquisition closing, the right to directly enforce against the Seller any and all legal rights which NCWPCS may have against the Seller following the NCWPCS Acquisition, as a result of any breach by the Seller of any warranties and/or representations regarding the condition of the Property made by the Seller pursuant to the Offer. However, NCWPCS has not made, and by the Agreement does not make, any warranties or representations of any type to the City regarding the condition of the Property, the contents or conclusions reached in the Property Reports (defined below) or any other matter and all implied warranties are hereby disclaimed. NCWPCS shall transfer the Property to the City in an "AS IS WHERE IS" condition at the City Acquisition closing. In accordance with Subsection (c), above, the City acknowledges that NCWPCS has obtained and has previously provided copies to the City of the following documents (collectively the "Property Reports"):

- (i) Phase I Environmental Site Assessment, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated May 16, 2011, which covers the Leased Parcel only;
- (ii) Wetland Determination Letter, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated June 6, 2011;
- (iii) NEPA compliance documentation, prepared by Edge Consulting Engineers, Inc. for Project # 58458, dated August 9, 2011;
- (iv) Determination of No Hazard to Navigation from the FAA, referenced as Aeronautical Study Number 2011-AGL-5823-OE, dated September 9, 2011;
- (v) Certificate of AM Regulatory Compliance, prepared by Matt Butcher, of SiteSafe, Inc., dated September 13, 2001
- (vi) 1-A Certification of latitude, longitude and elevations, prepared by Craig A. Keach of Meridian Surveying, LLC, dated December 9, 2011; and
- (vii) Site Survey prepared by Craig A. Keach of Meridian Surveying, LLC, as job number 6307-B810, dated December 12, 2011.



With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #WI1926  
Cell Site Name: Washington (WI)  
Fixed Asset No: 10127933  
15 East Midland Ave  
Paramus, NJ 07652

And to: Claude J. Krawczyk, Attorney at Law  
O'Neil, Cannon, Hollman, DeJong & Laing S.C.  
111 E. Wisconsin Avenue, Suite 1400  
Milwaukee, Wisconsin 53202  
Fax: 414-276-6581  
E-mail: [claude.krawczyk@wilaw.com](mailto:claude.krawczyk@wilaw.com)

7. **OCCUPANCY.** Occupancy of the entire Property, except the Leased Parcel, shall be given to City at time of the City Acquisition closing unless otherwise provided in this Agreement.

8. **CLOSING PRORATIONS.** The following items shall be prorated at the City Acquisition closing: real estate taxes, based on the most recent assessed value and most recent mil rate, private and municipal charges, if any, and property owner's association assessments, if any.

9. **DELIVERY/RECEIPT.** Unless otherwise stated in this Agreement, any signed document transmitted by facsimile machine (fax) or e-mail shall be treated in all manner and respects as an original document and the signature of any party upon a document transmitted by fax or e-mail shall be considered an original signature. Personal delivery to, or actual receipt by, any named City or NCWPCS contact constitutes personal delivery to, or actual receipt by City or NCWPCS. Once received, a notice cannot be withdrawn by the party delivering the notice without the consent of the party receiving the notice. A party may not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other party. City and NCWPCS authorize the agents of City and NCWPCS to distribute copies of this Agreement and the Agreement to surveyors, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

10. **TIME IS OF THE ESSENCE.** "Time is of the Essence" as to all dates and deadlines in this Agreement. Failure to perform by the exact date or deadline is a breach of contract.

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

day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.

**12. CONVEYANCE OF TITLE.** At the City Acquisition closing, NCWPCS shall convey the Property by warranty deed (or other conveyance as provided herein) free and clear of all liens and encumbrances, except: the Lease, municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing (provided none of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. NCWPCS further agrees to complete and execute the documents necessary to record the conveyance.

**13. FORM OF TITLE EVIDENCE.** NCWPCS shall give evidence of title in the form of an owner's policy of title insurance, with a GAP endorsement, in the amount of the City Purchase Price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin.

**14. PROVISION OF MERCHANTABLE TITLE.** NCWPCS shall pay all costs of providing title evidence. For purposes of closing, title evidence shall be acceptable if the commitment for the required title insurance is delivered to City's attorney or City not less than 3 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate, together with a GAP endorsement at closing.

**15. TITLE ACCEPTABLE FOR CLOSING.** If title is not acceptable for the City Acquisition closing, City shall notify NCWPCS in writing of objections to title by the time set for the City Acquisition closing. In such event, NCWPCS shall have a reasonable time, but not exceeding fifteen (15) days, to remove the objections, and the time for the City Acquisition closing shall be extended as necessary for this purpose. In the event that NCWPCS is unable to remove said objections, the City shall have five (5) days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for the City Acquisition closing shall be extended accordingly. If the City does not waive the objections, this Agreement shall be null and void. Providing title evidence acceptable for the City Acquisition closing does not extinguish NCWPCS's obligations to give merchantable title to the City.

**16. ENTIRE CONTRACT.** This Agreement, including any exhibits and amendments to it, contains the entire agreement of the City and NCWPCS regarding the transaction. All prior negotiations and discussions have been merged into this Agreement. This agreement binds and inures to the benefit of the parties to this Agreement and their successors in interest.

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

If City defaults, NCWPCS may:

- (1) sue for specific performance or,

- (2) terminate the Agreement and sue for actual damages.

If NCWPCS defaults, City may:

- (1) sue for specific performance; or
- (2) terminate the Agreement and sue for actual damages.

In addition, the parties may seek any other remedies available in law or equity. The parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either party defaults, the parties may renegotiate the Agreement or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

**18. GOVERNING LAW.** This Agreement shall each be governed by and construed in accordance with the internal laws of the State of Wisconsin except to the extent superseded by federal law. All actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the state courts within Kenosha County, Wisconsin or the Federal District Court for the Eastern District of Wisconsin. The parties each hereby consent and submit to the jurisdiction of such courts.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the Effective Date.

**NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability corporation,  
By: AT&T Mobility Corporation, Manager

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name/title)

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

**CITY OF KENOSHA**, a Wisconsin municipal corporation,

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

By: \_\_\_\_\_  
Michael Higgins, City Clerk/Treasurer

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

**THE BOARD OF PARK COMMISSIONERS FOR THE  
CITY OF KENOSHA, a Wisconsin Municipal Corporation**

BY: \_\_\_\_\_  
Michael J. Orth, Chairperson

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

BY: \_\_\_\_\_  
Michael Lemens, Acting Director of Public Works

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

EXHIBIT A

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON November 8, 2011 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/ LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~  
3 **GENERAL PROVISIONS** The Buyer, New Cingular Wireless PCS, LLC d/b/a AT&T Wireless ("NCWPCS") a Delaware  
4 limited liability company, offers to purchase the Property known as (Street Address) 1613 Washington Road  
5 Tax Key No.: 11-223-30-377-006 in the City  
6 of Kenosha, County of Kenosha Wisconsin (insert additional  
7 description, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434), on the following terms:  
8 ■ **PURCHASE PRICE:** One Hundred Forty-Five Thousand Nine Hundred and 00/100  
9 \_\_\_\_\_ Dollars (\$ 145,900.00 ).  
10 ■ **EARNEST MONEY** of \$ -0- accompanies this Offer and earnest money of \$ 2,000.00  
11 will be mailed, or commercially or personally delivered within three (3) days of acceptance to listing broker or  
12 Seller's attorney's trust account. The earnest money shall be non-refundable in the event Buyer is unable to satisfy the inspection\* (see lines 17-18).  
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on  
15 the date of this Offer not excluded at lines 17-18, and the following additional items: None  
16 \_\_\_\_\_  
17 ■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's personal property, if any, \*contingency on lines 410-428 or any other contingency in this  
18 Offer or Addendum, but must be refunded if Buyer elects per line 287, if this transaction does not close due to a default on the part of Seller.  
19 **CAUTION:** Identify Fixtures that are on the Property (see lines 185-193) to be excluded by Seller or which are rented  
20 and will continue to be owned by the lessor.  
21 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are  
22 included/excluded.  
23 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
24 copies of the Offer.  
25 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines  
26 running from acceptance provide adequate time for both binding acceptance and performance.  
27 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
28 or before 5:00 p.m. on Tuesday November 15, 2011. Seller may keep the Property on the  
29 market and accept secondary offers after binding acceptance of this Offer.  
30 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.  
31 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (  ) ARE PART OF THIS  
32 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
33 OR ARE LEFT BLANK.  
34 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
35 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 36-54.  
36 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
37 named at line 38 or 39.  
38 Seller's recipient for delivery (optional): Attv. Paul B. Wokwicz, Wokwicz Law Office, LLC  
39 Buyer's recipient for delivery (optional): Claude J. Krawczyk, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.  
40  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
41 Seller: ( 262 ) 688-4485 Buyer: ( 414 ) 276-6581  
42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
43 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for  
44 delivery to the Party's delivery address at line 47 or 48.  
45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
46 or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.  
47 Delivery address for Seller: 6121 Green Bay Road, Suite 240, Kenosha, WI 53142-2929  
48 Delivery address for Buyer: 111 E. Wisconsin Avenue, Suite 1400, Milwaukee, WI 53202-4870  
49  (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
50 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
51 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
52 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
53 E-Mail address for Seller (optional): wokwicz@wokwicz.com  
54 E-Mail address for Buyer (optional): claude.krawczyk@wilaw.com  
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
56 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.  
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.
- 115 (Definitions Continued on page 4)

116 **CLOSING** This transaction is to be closed no later than March 1, 2012  
117 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on (CHECK BOX FOR APPLICABLE PRORATION FORMULA):  
124  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
126 APPLIES IF NO BOX IS CHECKED)

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

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

130

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

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

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
142 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are none

143 \_\_\_\_\_ insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) ~~(is not)~~ ~~STRIKE ONE~~ exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) ~~(Seller)~~ ~~STRIKE ONE~~ ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does  
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of  
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated \* See line 165 which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

163 \_\_\_\_\_

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** \* Buyer hereby waives right to a Real Estate Condition Report

166 \_\_\_\_\_

167 \_\_\_\_\_

168 \_\_\_\_\_

169 \_\_\_\_\_

170 \_\_\_\_\_

171 \_\_\_\_\_

172 \_\_\_\_\_

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

194 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.

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

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

200 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building  
 201 or room dimensions, if material.

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

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

216 IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.  
217  FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
218 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
219 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
220 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than  
221 \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
224 fee in an amount not to exceed \_\_\_\_\_% of the loan. If the purchase price under this Offer is modified, the financed  
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and  
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.  
227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**  
228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.  
229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_%. The initial interest  
230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% per  
231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_%. Monthly payments of principal  
232 and interest may be adjusted to reflect interest changes.  
233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
234 165-172 or 435-442 or in an addendum attached per line 434.  
235 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
238 later than the deadline at line 219. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan  
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
242 unacceptability.  
243 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
244 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
245 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
246 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**  
247 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
248 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
249 commitment.  
250 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
252 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
254 transaction on the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing  
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.  
257 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
258 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
259 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
260 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
261 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
262 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
263 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.  
264  **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
265 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
266 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
267 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
268 to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
269 purchase price, accompanied by a written notice of termination.  
270 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
271 deadlines provide adequate time for performance.

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

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

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

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

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

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

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

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

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

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

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

304  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
307 waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
308 \_\_\_\_\_

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

312  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
320 Offer except: none

321 \_\_\_\_\_  
322 \_\_\_\_\_ If "Time is of the Essence" applies to a date or  
323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to  
324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
331 Condition Report and in this Offer, general taxes levied in the year of closing and none

332 \_\_\_\_\_  
333 \_\_\_\_\_  
334 \_\_\_\_\_

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

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

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

343 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-336,  
351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
352 exceptions, as appropriate.

353 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
359 merchantable title to Buyer.

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

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

369 **EARNEST MONEY**

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

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

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

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

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

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

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

410  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses  
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of Phase I and II environmental assessments, soil condition testing, National Environmental Policy Act (NEPA),  
414 report and all other inspections and testing deemed necessary by Buyer (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

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

421 This contingency shall be deemed satisfied unless Buyer, within 120 days of acceptance, delivers to Seller a copy of the  
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice  
423 of Defects).

424 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.  
425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

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

434  **ADDENDA:** The attached 2 page Addendum is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum.

436 \_\_\_\_\_  
437 \_\_\_\_\_  
438 \_\_\_\_\_  
439 \_\_\_\_\_  
440 \_\_\_\_\_  
441 \_\_\_\_\_  
442 \_\_\_\_\_

443 This Offer was drafted by [Licensee and Firm] Claude J. Krawczyk, Esq., O'Neil, Cannon, Hollman, DeJong & Laing S.C.

444 \_\_\_\_\_ on November 8, 2011

445 (x) [Signature] 11-8-2011  
446 Buyer's Signature ▲ Print Name Here ► New Cingular Wireless PCS, LLC d/b/a AT&T Wireless Date ▲

447 (x) By: AT&T Mobility Corporation, Manager. 11-8-2011  
448 Buyer's Signature ▲ Print Name Here ► DENNIS A. KLOM, Mgr. Real Est. & Asst. Cons. Date ▲

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

450 \_\_\_\_\_ Broker (By) \_\_\_\_\_

451 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**

452 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY**

453 **ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS**

454 **OFFER.**

455 (x) [Signature] 11-11-11  
456 Seller's Signature ▲ Print Name Here ► Gary A. Zerovec, Member Date ▲

457 (x) [Signature] 11-11-11  
458 Seller's Signature ▲ Print Name Here ► Lynn R. Zerovec, Member Date ▲

459 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

460 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

461 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

462 \_\_\_\_\_ Seller Initials ▲ Date ▲ \_\_\_\_\_ Seller Initials ▲ Date ▲

## ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE

**THIS ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE** is made a part of the form WB 11 Residential Offer to Purchase dated November 8, 2011, from **New Cingular Wireless PCS, LLC d/b/a AT&T Wireless**, a Delaware limited liability company ("Buyer"), for the purchase of certain real property commonly known as 1613 Washington Road in the City of Kenosha, State of Wisconsin, Tax Parcel No. 11-223-30-377-006 ("Property") from **Zerovec Properties, LLC**, a Wisconsin limited liability company ("Seller").

1. Seller acknowledges that the City of Kenosha (the "City") and Buyer have or will enter into separate agreements (the "Buyer/City Agreements") and that, pursuant to the Buyer/City Agreements, Buyer intends to: (a) purchase the Property and raze the improvements now located on the Property; (b) convey the Property to the City or one of its sub-units; (c) lease back from the City approximately six hundred (600) square feet of land, consisting of a twenty by thirty (20 x 30) foot parcel, plus easements for access and utilities (the "Leased Parcel"); and (d) erect and maintain on the Leased Parcel a one hundred fifty foot (150) tall monopole structure and associated building, fencing, equipment and other improvements, which will house Buyer's communications antennas and associated equipment and provide collocation space for third party wireless service providers (the "Communications Facility"). Seller further acknowledges that the City intends to dedicate the balance of the Property, other than the Leased Parcel, to the adjacent public park, which is owned by the City or one of its sub-units.

2. Accordingly, Seller hereby agrees: (a) that this Offer is contingent upon the City and Buyer satisfying or waiving all conditions precedent set forth in this Offer, as well as all conditions precedent set forth in the Buyer/City Agreements; (b) that the City shall be a third party beneficiary of this Offer; (c) that Buyer hereby grants to the City the same inspection rights which Buyer has pursuant to this Offer; (d) that, in addition to Buyer's testing, the City, at its option, may conduct for itself, within the same time periods set forth in this Offer, any and all inspections and tests on the Property, which Buyer may perform itself pursuant to the terms of this Offer; (e) to promptly provide to the City copies of all notices, inspection reports, test results, surveys and any other information Seller may obtain pursuant to this Offer; and (f) that the City shall have the right to directly enforce against the Seller any and all legal rights which Buyer may have against the Seller before or after the closing, as a result of any breach by the Seller of any covenants, warranties or representations made by the Seller pursuant to this Offer, the deed of conveyance or any other document.

3. Notices to the City shall be effective as of the date of delivery, if by hand or certified mail, or the date of transmission, if by fax or e-mail notice, with printed confirmation of transmission. Notices shall be sent:

To the City:

Mr. Michael Lemens, Interim Director  
Department of Public Works  
625 52<sup>nd</sup> Street, Room 305

Kenosha, Wisconsin 53140  
Fax: (262) 653-4010  
E-mail: [publicworks@kenosha.org](mailto:publicworks@kenosha.org)

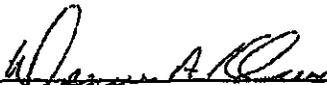
With a copy to:

Atty. William Richardson  
Office of the City Attorney  
625 - 52<sup>nd</sup> Street, Room 201  
Kenosha, Wisconsin 53140  
Fax: (262) 653-4176  
E-mail: [brichardson@kenosha.org](mailto:brichardson@kenosha.org)

4. Seller represents that the Property is currently zoned "General Residential" and acknowledges and agrees that Buyer shall not be obligated to complete this transaction unless on or before March 1, 2012: (a) the City has either approved a rezone of the Leased Parcel or has approved a conditional use permit or variance, and all other necessary licenses and permits, to allow the installation and operation of the Communications Facility by Buyer on the Leased Parcel; in either case such rezoning, conditional use permit or variance shall be contingent upon the final closing of this transaction (including the full payment of the purchase price to Seller and Seller's execution and delivery of a recordable warranty deed conveying the Property to Buyer) and no such rezoning, conditional use permit or variance shall be effective in the event this transaction does not close for any reason; and (b) the City has used its good faith best efforts to assist Buyer and Buyer has actually obtained all required licenses and permits from Kenosha County, the State of Wisconsin, the United States Federal Aviation Administration ("FAA") and any other applicable governmental authority for the installation and operation of the Communications Facility by Buyer on the Leased Parcel.

5. Seller shall sign all documents reasonably requested by Buyer or the City and otherwise fully cooperate with Buyer and the City, as reasonably requested, in connection with the inspection rights set forth on lines 410-426 of the Offer and in order to permit Buyer and the City to accomplish all conditions set forth in Section 1, 2 and 4 above, provided that Seller shall not be responsible for any costs or expenses in connection therewith.

New Cingular Wireless PCS, LLC, a Delaware limited liability corporation,  
By: AT&T Mobility Corporation, Manager

By:   
(signature)

Dennis A. Clain Mgr. Real Estate Const  
(print name/title)

Dated: 11-8-2011

Zerovec Properties, LLC, a Wisconsin limited liability company

By: Gary A. Zerovec  
Gary A. Zerovec, Member

By: Lynn R. Zerovec  
Lynn R. Zerovec, Member

Dated: November 11, 2011

# Exhibit B

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the **City of Kenosha**, a Wisconsin municipal corporation, and the **Board of Park Commissioners for the City of Kenosha**, a Wisconsin municipal corporation, having a mailing address of City of Kenosha Municipal Building c/o City Clerk, Room 105, 625 52<sup>nd</sup> Street, Kenosha, Wisconsin 53140 (hereinafter referred to together as "**Landlord**") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

## BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 1613 Washington Road, in the City of Kenosha, State of Wisconsin 53143 (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

- 1. PREMISES.** Landlord leases a certain portion of the Property containing approximately two thousand one hundred eighty-four (2,184) square feet with dimensions of forty-eight by forty-five and one-half feet (48' x 45.5') including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with all necessary space and easements for access and utilities, as generally described and depicted in the attached **Exhibit 1** (collectively, the "**Premises**").
- 2. PERMITTED USE.** Tenant shall lease the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure not to exceed one hundred fifty (150) feet in height, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"). Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Tenant agrees that any such installation construction, maintenance, operation, repair, replacement or upgrade shall not result in a lien being placed upon the Premises or Property, and should a lien be placed upon either, Tenant shall take immediate steps to remove said lien. Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous or adjoining Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right, at its sole cost and expense, to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Premises improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Premises and to obtain all necessary governmental licenses, permits and approvals for the zoning, placement, construction and operation of the Communication Facility and all Tenant Changes to the Premises from the City of Kenosha, Kenosha County, State of Wisconsin Department of Transportation, United States Federal Communications Commission, United States Federal Aviation Administration and any other governmental entity having appropriate jurisdiction ("**Government Approvals**"). Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of

Finance Agenda Item #10

antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. However, Tenant shall not increase the height of the Communications Facility without first obtaining: (a) the prior written consent of the Landlord; and (b) all required Government Approvals, including but not limited to zoning approval from the City of Kenosha. Tenant acknowledges that the City of Kenosha's existing zoning code does not permit communications structures in excess of one hundred fifty (150) feet. Therefore, Tenant further acknowledges that Landlord may deny its consent to any proposed increase in the height of the Communications Facility in the absence of a variance or a change in the zoning ordinance, which has been lawfully approved by the City of Kenosha Plan Commission and Common Council. Landlord cannot and does not hereby provide any assurances that such a variance or change in the zoning ordinance will ever be so approved. Tenant will be allowed to make such alterations to the Premises in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

**3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date of this Agreement (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant is in breach of this Agreement at the time of such renewal or notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) The Initial Term and the Extension Term are collectively referred to as the Term ("**Term**").

**4. RENT.**

(a) Commencing on the Term Commencement Date and monthly thereafter, Tenant will pay City of Kenosha a monthly rental payment of One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) ("**Rent**"), at the address set forth above. Payment shall be made on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. Landlord shall be entitled to a late charge equal to ten percent (10%) of the monthly rental obligation for rent paid after the fifth (5<sup>th</sup>) day of each calendar month. Rent will be prorated for any partial month in which the Premises are occupied by Tenant.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Term exercised, the monthly Rent will increase by three (3 %) over the Rent paid during the previous year, as set forth on **Exhibit 2**, which is attached hereto.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this section shall survive the termination or expiration of this Agreement.

(d) Notwithstanding Sections 4 (a) and 4 (b) above, Tenant shall have no obligation to pay Landlord the monthly rent for the first seventy-four (74) months of the Term, with a partial payment being due in the seventy-fifth (75<sup>th</sup>) month, and full rent payments due in the seventy-sixth (76<sup>th</sup>) month and thereafter, all as set forth on the rent and abatement schedule attached hereto as **Exhibit 2**. The parties hereto agree and acknowledge that Tenant's rental obligation during the first seventy-five (75) months of the Term shall be credited to the purchase of the Property by Landlord (or its subunit), pursuant to the Vacant Land Sale and Leaseback Agreement between Tenant and Landlord (or its subunit) dated this same date, a copy of which is attached hereto as **Exhibit 3** (the "**Sale and Leaseback Agreement**").

**5. APPROVALS.** Landlord agrees that Tenant's ability to use the Property is contingent upon the suitability of the Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government

Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 18 or 19 of this Agreement.

(e) any termination of this Agreement by Tenant, other than termination due to breach by Landlord, shall result in Landlord no longer being obligated to make additional payments to Tenant for the purchase of the Property pursuant to the Sale and Leaseback Agreement.

7. **INSURANCE.**

(a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" Property Insurance for its property's replacement cost; (ii) Commercial General Liability (CGL) Insurance with a limit of liability of Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage ; and (iii) Workers' Compensation Insurance at the statutory limits and Employer's liability in the amount of \$100,000 per accident, \$100,000 disease per employee, and a \$500,000 disease policy limit.

(b) Tenant's CGL coverage shall contain a provision naming the City of Kenosha and Board of Park Commissioners for the City of Kenosha as "additional insureds". Tenant shall provide Landlord with a copy of the endorsement identifying the additional insureds. The insurance policy or policies shall contain a clause that in the event any policy is canceled for any reason the City clerk will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or changes take effect. Said policies shall be issued by an insurance company or companies authorized to do business in the State of Wisconsin and shall have an AM Best Financial Strength Rating of "A-" or better. Tenant prior to executing this Agreement shall furnish a Certificate of Insurance indicating compliance with the foregoing. Annual Certificates of Insurance shall be furnished to the City Clerk throughout the Term of this Agreement. Any subcontractor of Tenant shall also have coverage in the amounts required of Tenant and include like notice requirements and additional insured endorsements.

(c) If for any reason, the insurance coverage required herein lapses and Tenant fails to replace such insurance prior to the lapse date, Landlord may declare this Agreement terminated as of the date no valid insurance policy was in effect. Should Tenant fail to furnish, deliver and maintain such insurance coverage as above provided, Landlord may obtain such insurance coverage and charge Tenant as an additional rental fee, the cost of such insurance coverage plus all reasonable and appropriate administrative charges and incidental expenses associated with the transaction. The failure of Tenant to take out and/or maintain the required insurance shall not relieve Tenant from any liability under this Agreement. The insurance requirement shall not be construed to conflict with the obligations of Tenant in Paragraph 9 – Indemnification. Tenant shall provide annual Certificate of Insurance and maintain third party insurance coverage for CGL insurance for claims that exceed Twenty-Five Million Dollars (\$25,000,000.00)

**8. INTERFERENCE.**

(a) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility or the operations of Tenant. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(b) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord. The parties hereto acknowledge that the Property is a park and the use of the Property in a usual manner shall not trigger the rights or obligations of this paragraph.

**9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

**10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Property; (ii) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iii) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

**11. ENVIRONMENTAL LAWS.**

(a) Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (i) caused by Landlord or its agents that have occurred or which may occur on the Property and (ii) caused by any unrelated third party, that have occurred or which may occur on the Property, provided, however, Landlord shall not be responsible for spills or other releases caused by unrelated third parties if such spill or

release occurs on the Premises after the Effective Date. Tenant shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance (x) caused by Tenant or its agents, that have occurred or which may occur on the Property and/or Premises and (y) caused by any unrelated third party which may occur after the Effective Date on the Premises. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this Section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 11 shall survive the termination or expiration of this Agreement.

(b) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that Tenant or any of Tenant's agents did not cause by any act or omission of Tenant or any of Tenant's agents, and further that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

## 12. ACCESS.

(a) Tenant, at its expense, may use any and all appropriate means of restricting access to the Premises, including, without limitation, the construction of a fence on the Premises subject to applicable permits, requirements and laws. Tenant shall maintain, at its expense, any fence that is constructed on the Premises. Tenant shall allow Landlord's representatives reasonable access to the Premises to ascertain compliance with City Ordinances.

(b) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access to the Property adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cables, and to service the Property and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements").

(c) Tenant shall have twenty-four (24) hours a day, seven (7) days a week access to the Property ("Access") at all times during the Term of this Lease and Landlord agrees to provide Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Property, Tenant shall incur significant damage. Landlord further agrees to provide Tenant with multiple signed copies of the standard access letter in the form attached hereto as **Exhibit 4**, addressed to Landlord's Building and Security Staff, if necessary to allow access to employees and agents of Tenant, with identification. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$100.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility

constructed, erected or placed on the Property by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Property will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within sixty (60) days of the termination of this Agreement, Tenant will remove those above ground improvements which Landlord, in its sole discretion, desires to have removed. Further, Tenant shall restore the Property to its condition at the time of execution of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations or underground utilities.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant shall, at Tenant's expense, keep and maintain the Premises, the Communication Facility and its own personal property kept on the Premises in good condition and repair, normal wear and tear and casualty excepted, but in all events Tenant shall maintain the Premises, the Communication Facility and its own personal property kept on the Premises in conformity with all applicable laws. Tenant's obligations shall include, but shall not be limited to, construction and maintenance of, and snow removal from, the access easement area included within the Premises.

(b) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property servicing the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service caused by the negligence of Landlord. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Property or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

**16. ASSIGNMENT/SUBLEASE.**

(a) Tenant may Assign this Agreement, in whole or in part, to Tenant's parent, subsidiary or affiliate, or to any entity acquiring fifty percent (50%) or more of Tenant's assets. Excepting the foregoing Tenant may not assign this Agreement without written consent of Landlord, such consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations thereunder. Tenant shall provide Landlord with written notice of the name, contact information and relationship of any permitted assignee within thirty (30) days after such assignment.

(b) Tenant shall not be restricted from subleasing tower space on the Communications Facility to third party collocators, who are also licensed by the FCC to operate wireless communications systems (each a "Collocator"). Each Collocator may use the Premises and the Communications Facility only for the Permitted Use, subject to the provisions of this Lease and all applicable federal, state and local laws. Each Collocator shall lease additional ground space on the Property outside of the Premises directly from Landlord in order to operate its communications system and Landlord agrees to negotiate in good faith and enter into a lease with such Collocator (containing such terms and conditions as the Collocator and Landlord may reasonably and mutually agree upon) for the required additional ground space on the Property outside the Premises.

**17. NOTICES.**

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:                   New Cingular Wireless PCS, LLC  
  Attn: Network Real Estate Administration  
  Re: Cell Site #: WI1926; Cell Site Name: Washington (WI)  
  Fixed Asset No: 10127933  
  12555 Cingular Way, Suite 1300,  
  Alpharetta, GA 30004

With a copy to:                New Cingular Wireless PCS, LLC  
  Attn: Legal Department  
  Re: Cell Site #WI1926 Cell Site Name: Washington (WI)  
  Fixed Asset No:10127933  
  15 East Midland Ave  
  Paramus, NJ 07652

If to Landlord:                Office of City Clerk  
  Municipal Building, Room 105  
  625 52<sup>nd</sup> Street  
  Kenosha, Wisconsin 53140

With a copy to:                Board of Park Commissioners  
  City of Kenosha Municipal Building  
  c/o City Clerk, Room 105  
  625 52<sup>nd</sup> Street  
  Kenosha, Wisconsin 53140

With a copy to:                Office of the City Attorney  
  625 52<sup>nd</sup> Street, Room 201  
  Kenosha, Wisconsin 53140

With a copy to: City of Kenosha Parks Department  
Attention: Superintendent of Parks  
3617 65<sup>th</sup> Street  
Kenosha, WI 53142

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the following documents to Tenant: (i) a copy of the deed transferring Property to the new landlord; (ii) a new payment direction form, including contact information and phone number(s) for the new landlord. Should Tenant not receive said documents, Tenant shall not be responsible for any failure to pay the new landlord.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within seven (7) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Property unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of Landlord's knowledge of any casualty. If any part of the Communication Facility is damaged by fire or other casualty so as to render the Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.** Tenant shall pay any personal property taxes, real property taxes, utility taxes, or any other taxes or fees directly attributable to Tenant's use of the Property. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's use of the Property, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

**22. SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted

Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property for non-wireless communication use. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(b), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

### **23. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the State of Wisconsin without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the

extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Property. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Property based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties it being understood that all parties need not sign the same counterpart.

**24. REPRESENTATION OF AUTHORITY TO ENTER INTO AGREEMENT.** Each of the undersigned hereby represents and warrants that: (a) such party has all requisite power and authority to execute this Agreement; (b) the execution and delivery of this Agreement 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 Agreement constitutes the valid and binding agreement of the undersigned, enforceable against each of them in accordance with the terms of the Agreement.

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

**LANDLORD:**

**CITY OF KENOSHA,** a Wisconsin municipal corporation

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

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

By: \_\_\_\_\_  
Michael Higgins, City Clerk/Treasurer





**EXHIBIT 1**

**LEGAL DESCRIPTION OF ENTIRE PROPERTY**

Commencing 8 rods due West from the Southwest corner of the "Deacon Weed" road so-called at the point where said road angles East and Northerly on the Southwest ¼ of Section 30 in Town 2 North of Range 23 East, on a line due West of the South line of said road; thence South 20 rods; thence East 20 rods; then North 20 rods; thence West 20 rods on the line of said road to the place of beginning; and also that part of the North ½ of the South ½ of the Southwest ¼ of said Section 30 which lies North of the parcel above described said premises containing in all about 3 acres of land; and lying and being in the Eighth Ward of the City of Kenosha, in the County and State aforesaid.

Address: 1613 Washington Road; Tax Key No. 11-4-223-30-377-006

**LEGAL DESCRIPTION OF PREMISES**

**GROUND SPACE**

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2,184 square feet (0.050 acres) of land and being described by:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all easements and restrictions of record.

**30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT**

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9,719 square feet (0.223 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point herein after referred to as Point "A"; thence continue N78°-50'-34"E 40.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 78.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.99 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road

**15 FOOT WIDE UTILITY EASEMENT**

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of and parallel to the following described line:

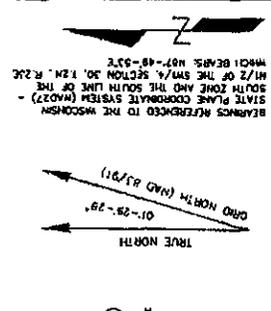
Finance Agenda Item #10

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet; thence N78°-50'-34"E 53.00 feet to the point of beginning; thence S11°-09'-26"E 48.00 feet to the point of termination.

**See also the attached three page Survey, dated December 9, 2011,  
prepared by Craig A. Keach, Meridian Surveying, Inc.,  
identified as Project # WI1926.**

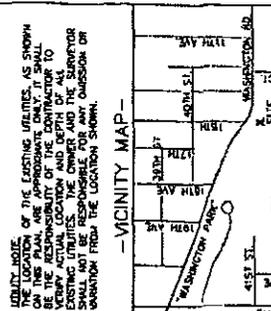
**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

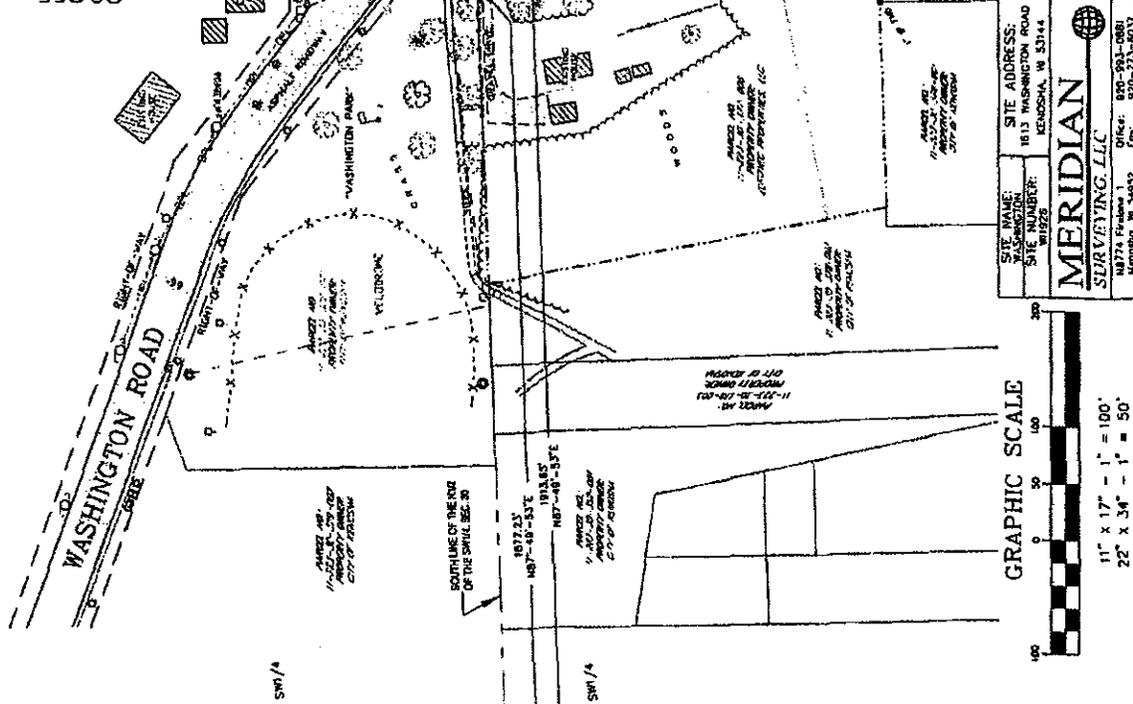


**PROPOSED TOWER BASE**  
 LATITUDE: 42°-35'-53.37"  
 LONGITUDE: 87°-49'-42.99"  
 (Per North American Datum of 83/91)  
 Ground Elevation: 613.0'  
 (Per National Geodetic Vertical Datum of 1929)

**SURVEY NOTES:**  
 -THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CLIENT TO VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR DAMAGE TO OR INTERFERENCE WITH ANY EXISTING UTILITIES OR OBSTRUCTIONS FROM THE LOCATION SHOWN.  
 -NO TITLE SEARCH FOR EASEMENTS OR UNRECORDED ENCUMBRANCES HAS BEEN COMPLETED AS PART OF THIS SURVEY.  
 -THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.  
 -THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CLIENT TO VERIFY THE ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR DAMAGE TO OR INTERFERENCE WITH ANY EXISTING UTILITIES OR OBSTRUCTIONS FROM THE LOCATION SHOWN.



NO.	DATE	DESCRIPTION	BY
1	1-21-10	Proprietary Submittal	J.D.
2	10-8-11	Revised Easement	J.R.
3	12-08-11	Revised Easement & Easement	J.D.
4	12-14-11	Revised Easement	J.D.



**PROJECT - WASHINGTON #M1926**  
 SURVEYED FOR:  
 AT&T MOBILITY  
 930 NATIONAL PARKWAY  
 SCHAMBURG, IL 60173  
 AND  
 SURVEYED FOR:  
 EDGE CONSULTING ENGINEERS, INC.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 PROPERTY OWNER:  
 ZERVEC PROPERTIES, LLC  
 10815 MILWAUKEE ROAD  
 PLEASANT PRairie, WI 53158  
 PARCEL NO.: 11-223-30-377-006  
 DEED: DOCUMENT NO. 1375876

- LEGEND -**
- 1" x 24" IRON PIPE SET
  - 1" IRON PIPE FOUND
  - 8" NAIL SET
  - COUNTY MONUMENT FOUND
  - ⊥ FLAG POLE
  - ⊥ WATER VALVE
  - ⊥ FIRE HYDRANT
  - ⊥ STORM MANHOLE
  - ⊥ STORM INLET (ROUND)
  - ⊥ CURB STORM INLET
  - ⊥ SANITARY SEWER
  - ⊥ MANHOLE
  - ⊥ LIGHT POLE
  - ⊥ ELECTRIC METER
  - ⊥ EXISTING POWER POLE
  - ⊥ EXISTING GUY ANCHOR
  - ⊥ OVERHEAD ELEC. & TELE.
  - ⊥ PROPERTY LINE
  - ⊥ B.O.C. = BACK OF CURB
  - ⊥ EXISTING PINE TREE
  - ⊥ EXISTING TREE

**GRAPHIC SCALE**  
 1" = 100'  
 2" = 200'  
 4" = 400'

**SITE ADDRESS:**  
 1813 WASHINGTON ROAD  
 KENOSHA, WI 53144

**SITE SURVEY FOR AT&T MOBILITY**

**MERIDIAN SURVEYING, LLC**  
 16778 FARM ROAD  
 KENOSHA, WI 53144  
 OFFICE: 920-333-0383  
 FAX: 920-333-0032



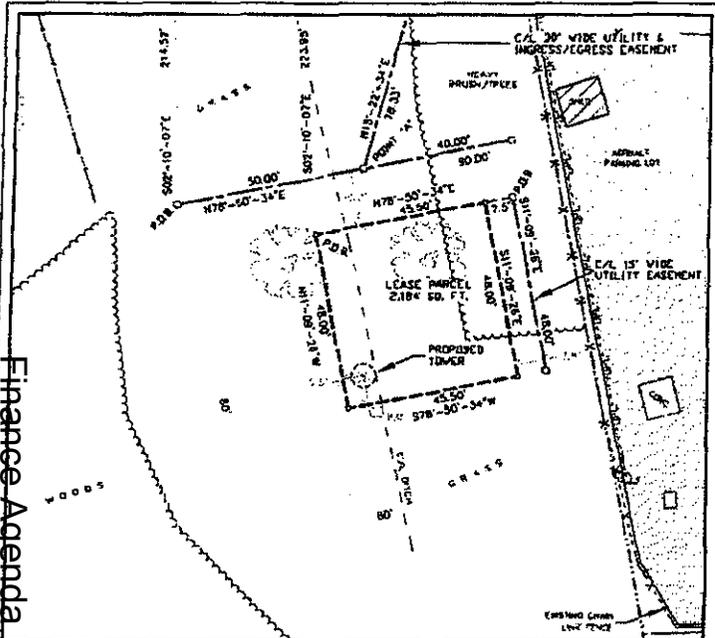
**FINANCE AGENDA ITEM #10**

1. Craig A. Mack, hereby certify that each of the above described parcels is as shown on the attached plat as submitted by FEMA at Kenosha, WI.

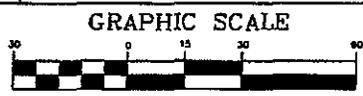
2. Craig A. Mack, Wisconsin Registered Land Surveyor of Madison, Wisconsin, has, on this day, surveyed the above described parcels and has prepared the accompanying plat to the best of my knowledge and belief.

Dated this 11th day of December, 2011.

*Craig A. Mack*  
 WISCONSIN REGISTERED LAND SURVEYOR  
 No. S-2333



BEARINGS REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD22) SOUTH ZONE AND THE SOUTH LINE OF THE N1/2 OF THE SW1/4, SECTION 30, T.2N., R.23E., WHICH BEARS: N87-49-53°E

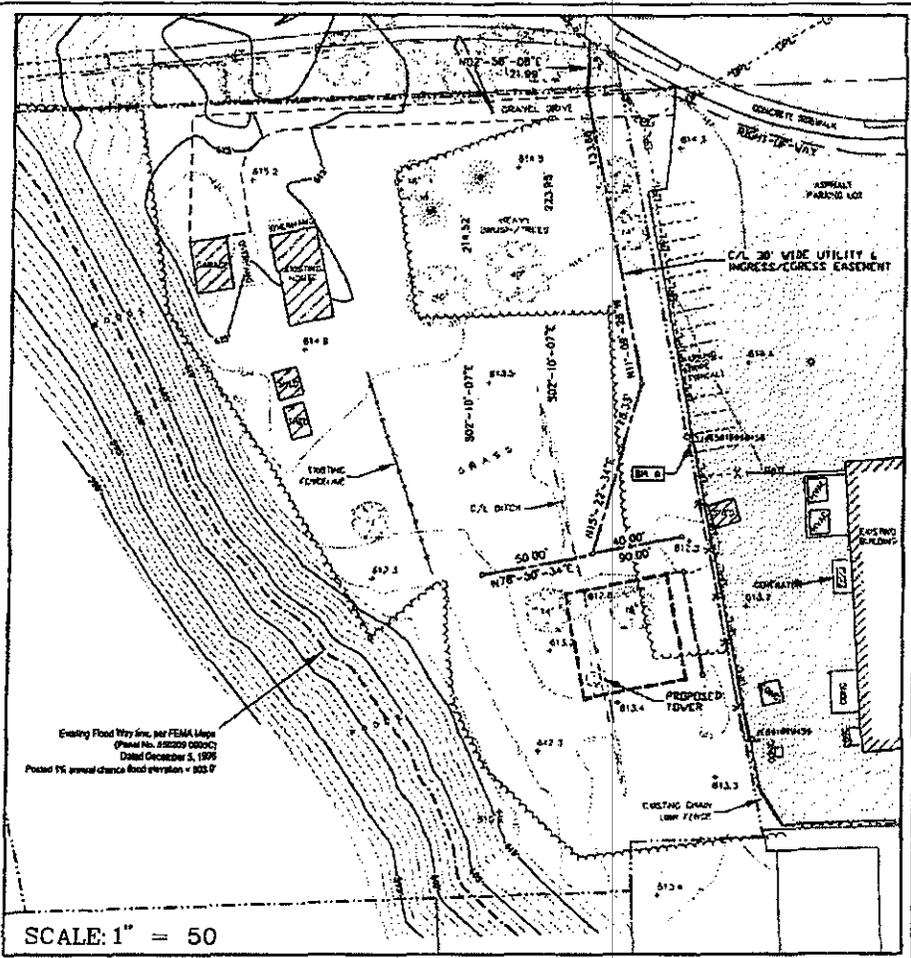


- LEGEND-**
- 1" x 24" IRON PIPE SET
  - 1" IRON PIPE FOUND
  - 8" NAIL SET
  - COUNTY MONUMENT FOUND
  - FLAG POLE
  - WATER VALVE
  - FIRE HYDRANT
  - STORM MANHOLE
  - STORM INLET (ROUND)
  - CURB STORM INLET
  - SANITARY SEWER MANHOLE
  - LIGHT POLE
  - LIGHT POLE
  - ELECTRIC METER
  - EXISTING POWER POLE
  - EXISTING GUY ANCHOR
  - OVERHEAD ELEC. & TELE.
  - PROPERTY LINE
  - B.O.C. BACK OF CURB
  - EXISTING PINE TREE
  - EXISTING TREE

**BENCHMARK INFORMATION**  
 SITE BENCHMARK: (BM A)  
 SET 8" NAIL IN NORTH FACE OF POWER POLE  
 #5916998455; ±1.0' ABOVE GROUND LEVEL  
 ELEVATION: 615.13'

I, Craig A. Keach, hereby certify that none of the property described herein is within a flood plain or wetlands area as defined by FEMA or Wisconsin DNR.

**SURVEYOR'S CERTIFICATE**  
 I, Craig A. Keach, Wisconsin Registered Land Surveyor of Meridian Surveying, LLC, certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.  
 Dated this 14th day of DECEMBER 2011  
 Craig A. Keach  
 WISCONSIN REGISTERED LAND SURVEYOR  
 CRK 2332



SCALE: 1" = 50'

**MERIDIAN SURVEYING, LLC**  
 1613 WASHINGTON ROAD, KENOSHA, WI 53144  
 Phone: 920-993-0881, Fax: 920-273-8037

**SITE SURVEY FOR AT&T MOBILITY**  
 BEING A PART OF THE SE1/4 OF THE SW1/4, SECTION 30, T.2N., R.23E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

4	12-14-11	Revised Compand	J.D.
3	12-08-11	Revised Lease & Easements	J.D.
2	10-6-11	Revised Easement	J.B.
1	1-21-10	Preliminary Submittal	J.D.
NO.	DATE	DESCRIPTION	BY
DRAWN BY:	J.D.	FIELD BOOK DATE:	3-15-11
CHECKED BY:	C.A.K.	FIELD BOOK: K-20, PG. 44	
JOB NO.:	6307-8810	SHEET	2 of 3

**LEASE PARCEL**

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 2.184 square feet (0.050 acres) of land and being described by: Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet to the point of beginning; thence N78°-50'-34"E 45.50 feet; thence S11°-09'-26"E 48.00 feet; thence S78°-50'-34"W 45.50 feet; thence N11°-09'-26"W 48.00 feet to the point of beginning, being subject to any and all encumbrances and restrictions of record.

**30 FOOT WIDE UTILITY AND INGRESS/EGRESS EASEMENT**

A part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and part of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 9.719 square feet (0.223 acres) of land and being Fifteen (15) feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1877.23 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 214.52 feet to the point of beginning; thence N78°-50'-34"E 50.00 feet to a point hereinafter referred to as Point "A"; thence continue N78°-50'-34"E 49.00 feet to the point of termination. Also, beginning at said Point "A"; thence N15°-22'-34"E 70.33 feet; thence N11°-09'-26"W 133.66 feet; thence N02°-58'-08"E 21.89 feet to a point on the Southwesterly Right of Way line of Washington Road and the point of termination. The side lot lines of said easement shall be shortened or lengthened to terminate on the Southwesterly Right of Way line of Washington Road

**15 FOOT WIDE UTILITY BASEMENT**

A part of the Southwest Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Thirty (30), Township Two (2) North, Range Twenty-Three (23) East, City of Kenosha, Kenosha County, Wisconsin, containing 720 square feet (0.016 acres) of land and being 7.5 feet each side of and parallel to the following described line:

Commencing at the West Quarter Corner of said Section 30; thence S02°-07'-09"E 1320.59 feet along the West line of the SW1/4 of said Section 30 to the Southwest Corner of the N1/2 of the SW1/4 of said Section 30; thence N87°-49'-53"E 1913.65 feet along the South line of the N1/2 of the SW1/4 of said Section 30; thence S02°-10'-07"E 223.95 feet; thence N78°-50'-34"E 53.00 feet to the point of beginning; thence S11°-09'-26"E 48.00 feet to the point of termination.



4	12-14-11	Revised Conveyance	J.D.
3	12-08-11	Revised Lease & Easement	J.D.
2	10-8-11	Revised Easement	J.D.
1	1-21-10	Preliminary Submittal	J.D.
NO	DATE	DESCRIPTION	BY
PREPARED BY:	J.D.	PREP. BOOK:	3-15-11
DATE:		DATE:	
CONTRACT #:	C.A.K.	PREP. NO.:	4-20, Pg. 14
JOB NO.:	6307-8870	SHEET:	3 OF 3

SITE NAME WASHINGTON SITE NUMBER: W1258	SITE ADDRESS: 1613 WASHINGTON ROAD KENOSHA, WI 53144	SITE SURVEY FOR AT&T MOBILITY
<b>MERIDIAN</b> SURVEYING, LLC <small>16274 Preble, Kenosha, WI 53142    Office: 920-943-0883                  Kenosha, WI 53142    Fax: 920-210-9831</small>		BEING A PART OF THE SE1/4 OF THE SW1/4 SECTION 30, T.2N., R.23E., CITY OF KENOSHA, KENOSHA COUNTY, WISCONSIN

**EXHIBIT 2**

**RENT AND RENT ABATEMENT**

<b>Months</b>	<b>3 % Increase</b>	<b>Monthly Rent</b>	<b>Abated Rent</b>
1 - 12	N/A	\$1,850.00	\$22,200.00
13 - 24	\$55.50	\$1,905.50	\$22,866.00
25 - 36	\$57.17	\$1,962.67	\$23,552.04
37 - 48	\$58.88	\$2,021.55	\$24,258.60
49 - 60	\$60.65	\$2,082.20	\$24,986.40
61 - 72	\$62.47	\$2,144.67	\$25,736.04
73 - 74	\$64.34	\$2,209.01	\$4,418.02
75	N/A	\$1,982.90	\$1,982.90
<b>TOTAL ABATED RENT</b>	N/A	N/A	<b>\$150,000.00</b>
75	N/A	\$226.11	\$0.00
76 - 84	N/A	\$2,209.01	\$0.00
85 - 96	\$66.27	\$2,275.28	\$0.00
97 - 108	\$68.26	\$2,343.54	\$0.00
109 - 120	\$70.31	\$2,413.85	\$0.00
121 - 132	\$72.42	\$2,486.27	\$0.00
133 - 144	\$74.59	\$2,560.86	\$0.00
145 - 156	\$76.83	\$2,637.69	\$0.00
157 - 168	\$79.13	\$2,716.82	\$0.00
169 - 180	\$81.50	\$2,798.32	\$0.00
181 - 192	\$83.95	\$2,882.27	\$0.00
193 - 204	\$86.47	\$2,968.74	\$0.00
205 - 216	\$89.06	\$3,057.80	\$0.00
217 - 228	\$91.73	\$3,149.53	\$0.00
229 - 240	\$94.49	\$3,244.02	\$0.00
241 - 252	\$97.32	\$3,341.34	\$0.00
253 - 264	\$100.24	\$3,441.58	\$0.00
265 - 276	\$103.25	\$3,544.83	\$0.00
277 - 288	\$106.34	\$3,651.17	\$0.00
289 - 300	\$109.54	\$3,760.70	\$0.00

**EXHIBIT 3**

**VACANT LAND SALE AND LEASEBACK AGREEMENT**

**(see attached)**

**EXHIBIT 4**

**STANDARD ACCESS LETTER**

[Landlord Letterhead]

DATE

Building Staff / Security Staff  
Landlord, Lessee, Licensee  
Street Address  
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

\_\_\_\_\_  
Landlord Signature

**CITY OF KENOSHA  
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 22

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

The Finance Committee reviewed the attached listing of disbursements for the period from 11/16/11 through 11/30/11 and have approved the disbursements as follows:

1. Checks numbered from 110522 through 110910 as shown on attached listing consisting of:

a. Debt Service	-0-
b. Investments	-0-
c. All Other Disbursements	3,019,084.27
<b>SUBTOTAL</b>	<b>3,019,084.27</b>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period: 1,158,461.68

**TOTAL DISBURSEMENTS APPROVED** 4,177,545.95

\_\_\_\_\_  
David Bogdala

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

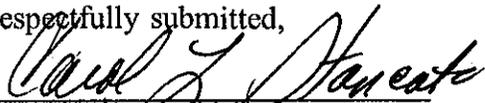
\_\_\_\_\_  
Katherine Marks

\_\_\_\_\_  
Eric Haugaard

\_\_\_\_\_  
Tod Ohnstad

\_\_\_\_\_  
Theodore Ruffalo

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

Respectfully submitted,  


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

**PREPARED FOR:** Finance Committee

**ITEM:** Disbursement Record #22

**ESTIMATED FINANCIAL IMPACT:**

No additional fiscal note needed.

**Date Prepared:** 12/14/11

**Prepared By:** *MKS*

**Reviewed By:** *(Signature)*

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110522	11/16	BINDELLI BROTHERS, INC	110-09-56501-259-569	10/11 HERITAGE HOUSE	680.00
			110-09-56501-259-569	10/11 6315 23 AV-BRD	182.60
			110-09-56501-259-569	10/11 5811 6 AV-BRD	176.00
			110-09-56501-259-569	10/11 2006 61 ST-BRD	156.00
				..... CHECK TOTAL	1,194.60
110523	11/16	RNOW, INC.	630-09-50101-393-000	10/11-SE PARTS/MATER	533.40
			630-09-50101-393-000	10/11-SE#2920 PARTS/	114.48
				..... CHECK TOTAL	647.88
110524	11/16	CHESTER ELECTRONICS SUPPLY	110-02-52203-369-000	10/11 FD#1-PARTS/MTL	90.99
			520-09-50201-347-000	11/11-TD-PARTS/MATRL	9.58
				..... CHECK TOTAL	100.57
110525	11/16	FLUID HANDLING	110-01-51801-389-000	AIR FILTERS	489.84
110526	11/16	Hwy C SERVICE	110-02-52203-344-000	10/11-FD#7 SERVICE/P	13.26
110527	11/16	ICMA RETIREMENT TRUST	110-00-21572-000-000	11/1-15/11 CONTRIBS	60,579.35
			110-00-21599-000-000	11/1-15/11 CONTRIBS	3,915.00
				..... CHECK TOTAL	64,494.35
110528	11/16	WIS DEPT OF REVENUE	110-09-56507-259-999	10/11 SALES TAX	5,720.19
110529	11/16	LAKESIDE STEEL & MFG. CO.	520-09-50401-347-000	CHANNEL	820.18
110530	11/16	LABOR PAPER, THE	110-01-50101-321-000	10/11 CD-AMEND MAP	52.52
			110-01-50101-321-000	10/11 1ST/2ND ORDS	27.46
				..... CHECK TOTAL	79.98
110531	11/16	M A TRUCK PARTS	110-02-52203-361-000	10/11-FD MATERIALS &	786.69
			110-02-52203-344-000	10/11-FD MATERIALS/S	649.34
			206-02-52205-344-000	10/11-FD MATERIALS &	298.27
				..... CHECK TOTAL	1,734.30
110532	11/16	SHERWIN WILLIAMS CO.	405-11-51104-583-000	PAINT-PA FIELD OFFIC	1,103.75
			405-11-51104-583-000	PAINT-PA FIELD OFFIC	319.30
				..... CHECK TOTAL	1,423.05

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110533	11/16	SHOPKO DEPT. STORE	110-02-52204-344-000	10/11-FD#1 MERCHANDI	77.94
			110-03-53113-389-000	10/11-ST MERCHANDISE	51.89
			110-02-52103-311-000	10/11-PD MERCHANDISE	20.98
				..... CHECK TOTAL	150.81
110534	11/16	PAYNE & DOLAN INC.	110-03-53103-355-000	10/11-ST ASPHALT MAT	139.39
110535	11/16	STREICHER'S POLICE EQUIPMENT	110-02-52103-365-000	FUSEE: 30-MINUTE	1,339.80
110536	11/16	TRADEMARK GRAPHICS	110-02-52103-344-000	REPLACEMENT GRAPHICS	177.30
110537	11/16	ZARNOTH BRUSH WORKS, INC.	501-09-50104-344-000	10/11 SWEEPER PARTS/	502.50
110538	11/16	CAMOSY CONSTRUCTION CO., INC	420-11-51009-589-000	EST 6-SALT STORAGE	127,276.45
			420-11-51005-589-000	EST 6-SALT STORAGE	15,246.38
				..... CHECK TOTAL	142,522.83
110539	11/16	DON'S AUTO PARTS	520-09-50201-347-000	10/11 TD-PARTS/MATRL	348.48
			520-09-50201-347-000	10/11 TD-PARTS/MATRL	348.48
				..... CHECK TOTAL	696.96
110540	11/16	LARK UNIFORM, INC.	110-02-52103-367-000	10/11 #508 UNIFORM	79.95
110541	11/16	BATTERIES PLUS LLC	110-02-52203-385-000	10/11 FD-BATTERIES	144.00
110542	11/16	DREAMSCAPE LAWN CARE	633-09-50101-249-000	10/11 GRASS CUTTING	147.68
			633-09-50101-249-000	10/11 PRUNING/TRIM	145.00
				..... CHECK TOTAL	292.68
110543	11/16	DWD-UI	110-09-56308-157-000	10/11 UNEMPLOYMENT	7,776.67
			520-09-50101-157-000	10/11 UNEMPLOYMENT	4,388.80
			110-09-56308-157-000	10/11 UNEMPLOYMENT	185.29
			110-00-15601-000-000	10/11 UNEMPLOYMENT	69.00
				..... CHECK TOTAL	12,419.76
110544	11/16	KENOSHA ACHIEVEMENT CENTER	520-09-50301-258-000	11/11 SPCL TRANSPORT	16,416.00
			520-09-50301-258-000	11/11 WEEKEND DSPTCH	584.00
				..... CHECK TOTAL	17,000.00
110545	11/16	TDS METROCOM	110-01-51801-227-000	11/11 MAIN PHONE	3,336.84
			110-01-51801-225-000	11/11 MAIN PHONE	466.38
			110-00-14401-000-000	11/11 MAIN PHONE	349.20
			110-00-15202-000-000	11/11 MAIN PHONE	285.40
			520-09-50301-227-000	11/11 MAIN PHONE	283.06
			110-05-55109-227-000	11/11 MAIN PHONE	223.29
			521-09-50101-227-000	11/11 MAIN PHONE	215.64
			110-03-53103-227-000	11/11 MAIN PHONE	191.63
			632-09-50101-227-000	11/11 MAIN PHONE	142.20
			501-09-50101-227-000	11/11 MAIN PHONE	125.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			524-05-50101-227-000	11/11 MAIN PHONE	98.91
			110-02-52203-227-000	11/11 MAIN PHONE	95.31
			520-09-50401-227-000	11/11 MAIN PHONE	85.95
			110-02-52110-227-000	11/11 MAIN PHONE	79.39
			110-02-52108-225-000	11/11 MAIN PHONE	78.12
			110-03-53103-225-000	11/11 MAIN PHONE	59.90
			520-09-50301-225-000	11/11 MAIN PHONE	55.72
			110-03-53116-227-000	11/11 MAIN PHONE	51.57
			110-02-52110-225-000	11/11 MAIN PHONE	36.04
			206-02-52205-227-000	11/11 MAIN PHONE	34.38
			110-05-55111-227-000	11/11 MAIN PHONE	34.38
			110-05-55109-225-000	11/11 MAIN PHONE	31.85
			632-09-50101-225-000	11/11 MAIN PHONE	22.57
			110-02-52108-225-000	11/11 MAIN PHONE	15.97
			501-09-50101-225-000	11/11 MAIN PHONE	13.99
			524-05-50101-225-000	11/11 MAIN PHONE	6.49
			521-09-50101-225-000	11/11 MAIN PHONE	5.53
			110-03-53116-225-000	11/11 MAIN PHONE	1.80
			110-02-52203-225-000	11/11 MAIN PHONE	1.14
			206-02-52205-227-000	11/11 MAIN PHONE	.63
			520-09-50401-227-000	11/11 MAIN PHONE	.12
			110-05-55111-225-000	11/11 MAIN PHONE	.07
				..... CHECK TOTAL	6,428.47
110546	11/16	ALLIANCE FOR COMMUNITY MEDIA	761-09-50101-323-000	ANNUAL MEMBERSHIP	225.00
110547	11/16	OFFICEMAX	520-09-50106-311-000	10/11 TD #1955 OFFC	371.65
			110-01-50901-311-000	09/11 AS #1935 OFFC	227.74
			110-02-52103-311-000	10/11 PD #1963 OFFC	196.98
			110-02-52103-311-000	10/11 PD #1963 OFFC	196.98
			110-02-52103-311-000	10/11 PD #1963 OFFC	196.98
			110-02-52103-311-000	10/11 PD #1963 OFFC	196.98
			110-02-52103-311-000	10/11 PD #1963 OFFC	103.79
			520-09-50106-311-000	10/11 TD #1965 OFFC	100.60
			520-09-50106-311-000	10/11 TD #1955 OFFC	37.24
			520-09-50106-311-000	10/11 TD #1965 OFFC	6.67
				..... CHECK TOTAL	1,635.61
110548	11/16	PAT'S SERVICES, INC.	205-03-53119-282-000	9/11-ST PORTABLE TOI	65.80

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110549	11/16	MADISON TRUCK EQUIPMENT	630-09-50101-393-000	10/11-SE#2446 PARTS/	720.76
110550	11/16	FRANCIS AUTO & MARINE	520-09-50401-344-000	REPAIRED ONE SEAT	175.00
110551	11/16	HOLLAND SUPPLY, INC.	501-09-50104-344-000	10/11 SW-HYDRAULIC	73.50
			630-09-50101-393-000	10/11 CE-HYDRAULIC	45.50
			206-02-52205-344-000	11/11 FD-HYDRAULIC	24.00
				..... CHECK TOTAL	143.00
110552	11/16	DOWNING, JESSE	110-01-50101-265-000	11/11 REIMBURSE	130.00
110553	11/16	PARKSIDE TRUE VALUE HARDWARE	110-01-51306-312-000	10/11-SERVICES/SUPPL	63.54
110554	11/16	AT&T ADVERTISING	524-05-50101-227-000	10/11 YELLOW PAGES	12.00
			521-09-50101-227-000	10/11 YELLOW PAGES	12.00
			520-09-50301-327-000	10/11 YELLOW PAGES	12.00
				..... CHECK TOTAL	36.00
110555	11/16	AECOM TECHNICAL SERVICES INC	493-11-50107-219-000	10/11 PHASE II ESA	1,038.01
110556	11/16	DAIMLER BUSES NORTH AMERICA	520-09-50201-347-000	10/11 PARTS/MATRLS	3.78
110557	11/16	YES EQUIPMENT & SERVICES INC	630-09-50101-393-000	PART FOR FLT 1944	81.95
110558	11/16	HUMANA CLAIMS	611-09-50101-155-527	11/14/11 MED CLAIMS	164,014.69
			611-09-50101-155-527	11/14/11 PHARMACY	53,728.84
				..... CHECK TOTAL	217,743.53
110559	11/16	HILLSIDE TRUE VALUE	110-01-51801-389-000	10/11-MB SUPPLIES	11.23
			501-09-50105-344-000	10/11-SW SUPPLIES	10.30
			206-02-52205-344-000	10/11-FD SUPPLIES	10.00
				..... CHECK TOTAL	31.53
110560	11/16	CUMMINS NPOWER, LLC	520-09-50201-347-000	10/11 TD-PARTS/SERV	1,123.52
			520-09-50201-347-000	10/11 TD-PARTS/SERVI	1,044.81
			520-09-50201-347-000	10/11 TD-PARTS/SERV	385.85
			520-09-50201-347-000	10/11 TD-PARTS/SERV	49.81
			520-09-50201-347-000	10/11 TD-PARTS/SERV	17.57
				..... CHECK TOTAL	2,621.56

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110561	11/16	MALSACK, J	110-09-56501-259-570	11/11 6118 54 AV-GRS	242.25
			110-09-56501-259-570	11/11 7832 22 AV-GRS	194.04
			110-09-56501-259-570	11/11 4711 22 AV-GRS	114.00
			110-09-56501-259-570	11/11 7201 7 AV-GRS	82.65
			110-09-56501-259-570	11/11 2115 64 ST-GRS	59.24
			110-09-56501-259-570	11/11 1610 76 ST-GRS	52.25
				..... CHECK TOTAL	744.43
110562	11/16	MAREK & ASSOCIATES	501-09-50105-361-000	MAGNETIC LOCATORS	1,800.00
			501-09-50105-361-000	LOCATOR HARD CASE	150.00
				..... CHECK TOTAL	1,950.00
110563	11/16	NATIONAL COCOA SHELL	110-05-55103-353-000	COCOA SHELL MULCH	2,964.00
			110-05-55103-353-000	CHARGE PER PALLET	421.06
				..... CHECK TOTAL	3,385.06
110564	11/16	BOSTROM, STEVE	110-01-50101-265-000	11/11 REIMBURSE	130.00
110565	11/16	T & A INDUSTRIAL, LTD.	501-09-50105-367-000	BOMBER JACKETS,	804.95
			501-09-50103-367-000	BOMBER JACKETS,	259.65
			501-09-50103-367-000	SET-UP FEE	25.00
				..... CHECK TOTAL	1,089.60
110566	11/16	WIS DEPT OF REVENUE	761-00-21512-000-000	10/11 KCM DEDUCTS	279.40
110567	11/16	FAULKS BROS. CONSTRUCTION	524-05-50101-354-000	SAND	1,074.15
			524-05-50101-354-000	TOP DRESSING SAND	1,069.50
				..... CHECK TOTAL	2,143.65
110568	11/16	PHARMACEUTICAL CREDIT CORP	206-02-52205-318-000	CONTRL SUBSTNC DISPL	165.00
110569	11/16	FASTENAL COMPANY	110-03-53107-389-000	10/11 ST-TOOLS/MATRL	35.78
			110-03-53107-389-000	11/11 ST-TOOLS/MATRL	22.64
				..... CHECK TOTAL	58.42
110570	11/16	STEPP EQUIPMENT CO.	630-09-50101-393-000	10/11 #2595 PARTS	256.38
110571	11/16	MENARDS (KENOSHA)	110-02-52203-357-000	9/11-FD#3 MERCHANDIS	109.00
			110-03-53103-389-000	10/11-ST MERCHANDISE	83.00
			110-05-55109-246-000	10/11-PA MERCHANDISE	69.12
			205-03-53119-389-000	10/11-ST MERCHANDISE	42.76
			520-09-50201-249-000	10/11-TD MERCHANDISE	9.96
			205-03-53119-357-000	10/11-ST MERCHANDISE	8.99
				..... CHECK TOTAL	322.83

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110572	11/16	DELL COMPUTERS	110-01-51102-539-000	PC	580.00
110573	11/16	ROCKFORD IND. WELDING	632-09-50101-389-000	10/11-SE SUPPLIES/MA	14.98
110574	11/16	NICOLET NATURAL SE	761-09-50101-389-000	11/11 WATERCOOLER	7.95
110575	11/16	BUSCHE, JUDY LLC	110-09-56501-259-000	10/11 DH-PROCESS SRV	38.00
110576	11/16	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	CLEAN WATER ERU	100.83
			110-09-56519-259-000	CLEAN WATER ERU	62.29
			110-09-56519-259-000	CLEAN WATER ERU	15.26
				..... CHECK TOTAL	178.38
110577	11/16	IAFF/NATIONWIDE	110-00-21574-000-000	11/1-15/11 CONTRIBS	20,424.00
110578	11/16	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	11/1-15/11 CONTRIBS	7,597.23
110579	11/16	SWARTZ, DAVID M	110-00-21109-000-000	SPCL ASSESS OVERPAY	3.95
110580	11/16	KOLLATH, DAVID	110-00-46394-000-000	APPLIANCE STICKER	15.00
110581	11/16	ESPINOZA, MARITZA	110-00-21905-000-000	ORIBILETTI-11/5/11	100.00
110582	11/16	SCHAUBEL, ROBERTA	110-00-21905-000-000	ORIBILETTI-11/6/11	100.00
110583	11/16	TRUST ACCOUNT OF ATTORNEY	110-09-56404-719-000	TATROE INJ 5/03/07	7,500.00
110584	11/16	A & R KATZ MANAGEMENT	110-00-21109-000-000	SPCL ASSESS OVERPAY	2.00
110585	11/16	LACHMAN, EDWARD	520-09-50101-367-000	2011 UNIFORM ALLOW	64.53
110586	11/16	NICCOLAI, DAVID J.	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110587	11/16	DURKEE, MARY	110-05-55101-263-000	11/02-04 GREEN BAY	39.00
110588	11/16	VILLALOBOS, OSCAR	110-02-52110-367-000	2011 CLOTHING ALLOW	300.00
110589	11/16	ALFREDSON, DAVID G.	110-02-52109-367-000	2011 CLOTHING ALLOW	400.00
110590	11/16	CALLOVI, MICHAEL	110-01-51701-263-000	11/06-08 GREEN BAY	207.60

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110591	11/16	DEATES, PETER J	110-02-52107-263-000	10/12/11 APPLETON	8.00
110592	11/16	PALMER, DANIEL	110-00-13127-000-000	PRE-PAID LIFE INS	82.62
110593	11/16	BOSMAN, KEITH	110-01-51301-263-000	11/02-03 COURT EXP	58.33
			110-01-51301-262-000	11/02-03 COURT EXP	14.00
				..... CHECK TOTAL	72.33
110594	11/16	PEDERSON, ARNOLD	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110595	11/18	ACE HARDWARE	110-05-55109-246-000	10/11 PA MERCHANDISE	177.78
			501-09-50106-361-000	10/11 SW MERCHANDISE	61.77
			205-03-53119-353-000	10/11 ST MERCHANDISE	38.97
			110-01-51801-389-000	10/11 MB MERCHANDISE	36.06
			110-05-55109-344-000	10/11 PA MERCHANDISE	24.97
			110-03-53109-375-000	10/11 ST MERCHANDISE	21.76
			110-02-52203-382-000	10/11 FD MERCHANDISE	19.77
			110-02-52203-353-000	10/11 FD MERCHANDISE	11.39
			110-05-55109-357-000	10/11 PA MERCHANDISE	6.58
			110-02-52203-357-000	10/11 FD MERCHANDISE	2.79
				..... CHECK TOTAL	401.84
110596	11/18	AMALGAMATED TRANSIT UN 998	110-00-21556-000-000	11/18/11 UNION DUES	2,609.40
110597	11/18	RNOW, INC.	110-03-53117-344-000	JACK LOAD WHEEL KIT	95.76
110598	11/18	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	9/11-TD MISC. ITEMS	400.00
110599	11/18	CARDINAL HEALTH	206-02-52205-318-000	10/11 MEDICAL SUPPL	1,000.83
			206-02-52205-318-000	11/11 MEDICAL SUPPL	657.84
			206-02-52205-318-000	10/11 MEDICAL SUPPL	268.37
			206-02-52205-318-000	10/11 MEDICAL SUPPL	219.42
			206-02-52205-318-000	11/11 MEDICAL SUPPL	91.91
			206-02-52205-318-000	10/11 MEDICAL SUPPL	64.25
			206-02-52205-318-000	10/11 MEDICAL SUPPL	60.35
			206-02-52205-318-000	10/11 MEDICAL SUPPL	47.89
			206-02-52205-318-000	10/11 MEDICAL SUPPL	36.80
			206-02-52205-318-000	10/11 CREDIT SUPPL	62.90CR
				..... CHECK TOTAL	2,384.76

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110600	11/18	KEN-CRETE PRODUCTS CO., INC.	501-09-50105-355-000	10/11 CONCRETE/MATRL	3,578.87
			110-03-53103-355-000	10/11 CONCRETE/MATRL	443.00
				..... CHECK TOTAL	4,021.87
110601	11/18	STERLING KINDY OPTICAL	110-01-51303-164-000	9-10/11-SAFETY GLASS	329.85
110602	11/18	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/18/11 CITY HRLY	14,183.06
			110-00-21562-000-000	11/18/11 WATER HRLY	4,112.60
			110-00-21562-000-000	11/18/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,500.66
110603	11/18	KENOSHA CO HUMANE SOCIETY	110-04-54102-254-000	11/11 ANIMAL CONTROL	11,283.57
110604	11/18	M A TRUCK PARTS	520-09-50201-347-000	10/11-TD MATERIALS/S	127.88
110605	11/18	MINNESOTA LIFE INSURANCE	110-00-21533-000-000	12/11 PREMIUM	12,402.49
			110-09-56304-156-000	12/11 PREMIUM	5,619.12
			110-00-15601-000-000	12/11 PREMIUM	1,363.37
			110-00-15201-000-000	12/11 PREMIUM	1,144.08
			520-09-50101-156-000	12/11 PREMIUM	598.06
			110-00-15202-000-000	12/11 PREMIUM	352.28
			631-09-50101-156-000	12/11 PREMIUM	245.40
			110-00-13127-000-000	12/11 PREMIUM	233.87
			632-09-50101-156-000	12/11 PREMIUM	192.53
			520-09-50201-156-000	12/11 PREMIUM	89.75
			521-09-50101-156-000	12/11 PREMIUM	85.15
			110-00-14401-000-000	12/11 PREMIUM	63.67
			520-09-50301-156-000	12/11 PREMIUM	55.07
			520-09-50105-156-000	12/11 PREMIUM	49.21
			630-09-50101-156-000	12/11 PREMIUM	26.84
			501-09-50101-156-000	12/11 PREMIUM	24.61
			520-09-50403-156-000	12/11 PREMIUM	14.52
			501-09-50103-156-000	12/11 PREMIUM	4.45
			520-09-50401-156-000	12/11 PREMIUM	2.74
				..... CHECK TOTAL	22,567.21
110606	11/18	KENOSHA WATER UTILITY	110-01-51801-224-000	#4 11/01/11 WTR/STRM	2,361.07
			110-05-55109-223-000	#2 11/01/11 WTR/STRM	1,565.86
			110-05-55109-224-000	#2 11/01/11 WTR/STRM	1,561.55
			110-05-55102-224-000	#2 11/01/11 WTR/STRM	1,553.72
			110-03-53103-224-000	#2 11/01/11 WTR/STRM	1,132.85
			520-09-50301-223-000	#2 11/01/11 WTR/STRM	975.46
			110-02-52203-224-000	#2 11/01/11 WTR/STRM	596.43
			110-03-53116-223-000	#5 11/01/11 WTR/STRM	529.20
			520-09-50301-224-000	#2 11/01/11 WTR/STRM	512.40
			521-09-50101-224-000	#5 11/01/11 WTR/STRM	446.00
			110-01-51801-223-000	#4 11/01/11 WTR/STRM	332.97
			110-01-51802-223-000	#5 2210 52ND ST	308.72
			110-02-52203-223-000	#2 11/01/11 WTR/STRM	289.90

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55103-224-000	#2 11/01/11 WTR/STRM	269.07
			110-05-55109-224-000	#5 11/01/11 WTR/STRM	195.24
			521-09-50101-224-000	#2 11/01/11 WTR/STRM	155.18
			520-09-50301-224-000	#5 11/01/11 WTR/STRM	118.00
			461-11-51001-581-000	#2 11/01/11 WTR/STRM	92.88
			110-02-52203-224-000	#5 11/01/11 WTR/STRM	92.00
			110-03-53116-224-000	#5 11/01/11 WTR/STRM	72.00
			632-09-50101-224-000	#2 11/01/11 WTR/STRM	67.74
			632-09-50101-224-000	#5 11/01/11 WTR/STRM	46.00
			110-05-55102-224-000	#5 11/01/11 WTR/STRM	46.00
			110-03-53103-224-000	#5 11/01/11 WTR/STRM	46.00
			110-01-51802-223-000	#5 715 56TH ST	23.58
			110-05-55109-223-000	#2 11/01/11 WTR/STRM	11.92
			110-01-51802-224-000	#5 2210 52ND ST	5.24
			110-01-51802-224-000	#5 715 56TH ST	5.24
				..... CHECK TOTAL	13,412.22
110607	11/18	KENOSHA WATER UTILITY	521-00-13112-000-000	08-09/11 STORMWATER	21,508.93
			110-05-55109-223-000	08-09/11 STORMWATER	4,314.46
			110-03-53103-223-000	08-09/11 STORMWATER	2,647.01
			205-03-53119-223-000	08-09/11 STORMWATER	1,077.22
			521-09-50101-223-000	08-09/11 STORMWATER	603.43
			461-11-51001-581-000	08-09/11 STORMWATER	198.18
			463-11-50801-589-000	08-09/11 STORMWATER	70.46
			110-01-51802-223-000	#3 4710 47TH AV	55.38
			110-01-51802-223-000	#2 47TH AVE	43.72
			401-11-50612-581-000	08-09/11 STORMWATER	41.60
			110-01-51802-223-000	#2 4722 47TH AV	35.24
			520-09-50301-223-000	08-09/11 STORMWATER	4.50
				..... CHECK TOTAL	30,600.13
110608	11/18	WIS DEPT OF REVENUE	110-00-21512-000-000	11/01-15/11 DEDUCTS	112,298.82
110609	11/18	WE ENERGIES	110-03-53109-221-000	#44 10/05-11/03	1,698.14
			110-05-55102-221-000	#44 09/27-10/27	1,276.90
			110-05-55109-221-000	#44 10/05-11/03	1,108.67
			110-03-53109-221-000	#44 10/04-11/02	818.67
			524-05-50101-221-000	#44 10/04-11/02	516.25
			110-05-55109-221-000	11/11 ELECTRIC CHGS	450.84
			110-03-53109-221-000	#44 10/02-10/31	230.77
			110-03-53103-221-000	#44 10/02-10/31	212.57
			110-03-53109-221-000	#44 10/03-11/01	155.56
			110-05-55102-221-000	#44 10/05-11/03	133.46
			110-05-55109-221-000	#44 10/06-11/06	112.98
			110-05-55109-222-000	#44 10/04-11/02	94.94
			110-05-55108-221-000	#44 10/06-11/06	85.01
			110-05-55109-221-000	#44 10/07-11/07	76.57
			524-05-50101-222-000	#44 10/04-11/02	74.88
			110-03-53109-221-000	#44 10/02-10/30	64.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-05-55102-221-000	#44 10/04-11/02	63.94
			110-05-55109-221-000	#44 10/03-11/01	62.90
			110-05-55102-221-000	#44 10/06-11/04	16.29
			110-05-55109-222-000	#44 10/06-11/06	8.99
			110-05-55109-222-000	#44 10/05-11/03	8.41
			110-05-55109-222-000	#44 10/03-11/01	8.41
			110-05-55108-221-000	#44 10/04-11/02	7.51
				..... CHECK TOTAL	7,286.68
110610	11/18	WE ENERGIES	284-06-50302-259-000	#5350117 UTILITIES	34.76
110611	11/18	UNITED STATES TREASURY	110-00-21581-000-000	11/18/11 DEDUCTION	113.68
			110-00-21581-000-000	11/18/11 DEDUCTIONS	100.00
				..... CHECK TOTAL	213.68
110612	11/18	REINDERS INC.	405-11-51120-579-000	2011 ROUGH MOWER	50,726.48
			405-11-51120-579-000	2011 INFIELD GROOMER	14,197.95
			405-11-51120-934-560	TRADE-IN FLT. 2580	100.00CR
				..... CHECK TOTAL	64,824.43
110613	11/18	GOODYEAR TIRE & RUBBER CO.	520-09-50106-346-000	9/11-TD TIRE LEASE	4,309.58
110614	11/18	PHILIPS MEDICAL SYSTEMS	110-01-51801-389-000	HEARSTART AED PADS	79.30
110615	11/18	CHASE BANK KENOSHA	110-00-21513-000-000	11/18/11 HRLY DEDCT	22,125.13
			110-00-21612-000-000	11/18/11 HRLY DEDCT	11,272.82
			110-00-21511-000-000	11/18/11 HRLY DEDCT	7,636.29
			110-00-21614-000-000	11/18/11 HRLY DEDCT	2,824.39
			110-00-21514-000-000	11/18/11 HRLY DEDCT	2,824.17
				..... CHECK TOTAL	46,682.80
110616	11/18	OFFICEMAX	110-02-52103-311-000	11/11 PD #1971 OFFC	219.23
			521-09-50101-311-000	10/11 AR #1968 OFFC	81.03
			501-09-50101-311-000	10/11 PW #1966 OFFC	73.54
			110-02-52201-311-000	11/11 FD #1969 OFFC	66.25
			631-09-50101-311-000	10/11 PW #1966 OFFC	51.64
			110-01-51303-311-000	10/11 HR #1967 OFFC	50.80
				..... CHECK TOTAL	542.49
110617	11/18	WIS DEPT OF REVENUE	110-00-21581-000-000	10/16-11/15 DEDUCTS	701.49

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110618	11/18	WIS FIRE INSPECTORS ASSOC.	110-02-52204-323-000	COX/RYAN	70.00
110619	11/18	AT CONFERENCE	110-01-51801-225-000	CONF CALLS-10/19& 27	20.88
110620	11/18	STANCATO, CAROL L.	110-01-51101-263-000	11/16 BUDGET MTG	170.00
110621	11/18	CONCRETE SPECIALTIES CO.	501-09-50105-355-000	10/11 SW MERCHANDISE	1,189.75
			501-09-50105-355-000	10/11 SW MERCHANDISE	272.50
				..... CHECK TOTAL	1,462.25
110622	11/18	PITNEY BOWES	110-01-51306-311-000	10/11-SUPPLIES MAIL	101.99
110623	11/18	PACE ANALYTICAL	493-11-50110-219-000	10/11-LAB SERVICES	4,646.00
			493-11-50109-219-000	10/11-LAB SERVICES	1,258.00
				..... CHECK TOTAL	5,904.00
110624	11/18	POMP'S TIRE	206-02-52205-344-000	10/11-MED 4 TIRES	1,510.34
			206-02-52205-344-000	10/11-MED 4 TIRES	716.22
				..... CHECK TOTAL	2,226.56
110625	11/18	ROCKFORD RIGGING, INC	501-09-50105-344-000	LIFTING BLOCK	397.80
			501-09-50105-344-000	WIRE ROPE SLING	108.10
				..... CHECK TOTAL	505.90
110626	11/18	HUMANA CLAIMS	611-09-50101-155-527	11/17/11 PHARMACY	11,280.75
			611-09-50101-155-527	11/15/11 PHARMACY	5,227.26
			611-09-50101-155-527	11/15/11 MED CLAIMS	4,732.05
			611-09-50101-155-527	11/17/11 MED CLAIMS	4,516.62
			611-09-50101-155-527	11/16/11 PHARMACY	1,728.45
			611-09-50101-155-527	11/16/11 MED CLAIMS	1,415.69
				..... CHECK TOTAL	28,900.82
110627	11/18	RUEKERT & MIELKE, INC.	501-09-50102-219-000	DRY WEATHER SCREEN.	1,342.50
110628	11/18	FRONTIER	110-02-52203-225-000	10/22-11/21/11 FIRE	41.51
110629	11/18	PRAIRIE SIDE TRUE VALUE	110-05-55109-389-000	10/11-PA SUPPLIES	46.80
110630	11/18	EMERGING COMMUNITIES CORP	495-11-50101-219-000	11/11 CONSULTING SRV	2,500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110631	11/18	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	11/18/11 DEDUCTION	47.94
110632	11/18	VERIZON WIRELESS	110-02-52101-226-000	10/11 SERVICE	156.96
			110-01-51301-226-000	10/11 SERVICE	104.50
			110-01-50301-226-000	10/11 SERVICE	104.50
			631-09-50101-226-000	10/11 SERVICE	103.19
			520-09-50301-226-000	10/11 SERVICE	53.25
			110-02-52103-226-000	10/11 SERVICE	53.07
			110-05-55101-226-000	10/11 SERVICE	52.86
			521-09-50101-226-000	10/11 SERVICE	52.25
			110-02-52201-226-000	10/11 SERVICE	52.25
			110-01-51701-226-000	10/11 SERVICE	52.25
			110-01-51303-226-000	10/11 SERVICE	52.25
			110-01-51101-226-000	10/11 SERVICE	52.25
			501-09-50101-226-000	10/11 SERVICE	51.57
			110-01-51201-226-000	10/11 SERVICE	51.57
			110-02-52601-226-000	10/11 SERVICE	47.66CR
				..... CHECK TOTAL	945.06
110633	11/18	HOMETOWN INC.	520-09-50106-341-000	11/11-TD DIESEL FUEL	26,773.44
110634	11/18	BARNES DISTRIBUTION	520-09-50201-317-000	10/11 TD SHOP SUPPLI	192.32
110635	11/18	CRICKET COMMUNICATIONS	110-02-52102-219-000	CALL HISTORY	64.00
110636	11/18	AUTUMN SUPPLY	520-09-50202-246-000	10/11 TD PARTS AND M	126.40
110637	11/18	EDUCATIONAL CREDIT MGMT CORP	110-00-21581-000-000	11/18/11 DEDUCTION	16.02
110638	11/18	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	11/18/11 DEDUCTION	44.61
110639	11/18	KNIGHT-BARRY TITLE, INC.	110-09-56501-259-000	11/11-DH 5706 8 AVE	35.00
			110-09-56501-259-000	9/11-DH 4914-29 AVE	35.00
				..... CHECK TOTAL	70.00
110640	11/18	CDW-G	110-01-51102-539-000	10/11 DP COMPUTER EQ	456.85
			422-11-51001-579-000	PANASONIC 32GB SDHC	282.00
				..... CHECK TOTAL	738.85
110641	11/18	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 3083	1,654.51

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110642	11/18	MENARDS (KENOSHA)	520-09-50201-249-000	10/11 TD MERCHANDISE	121.86
			110-02-52204-344-000	10/11 FD #1 MERCHAND	117.50
			110-02-52203-382-000	10/11 FD #4 MERCHAND	90.54
			110-02-52203-382-000	10/11 FD #3 MERCHAND	39.85
			520-09-50401-249-000	10/11 TD MERCHANDISE	26.53
				..... CHECK TOTAL	396.28
110643	11/18	DELL COMPUTERS	110-01-51102-539-000	MEMORY MODULE KIT	1,264.72
110644	11/18	SUTPHEN CORPORATION	110-02-52203-344-000	10/11-FD TRK#7 PARTS	133.00
110645	11/18	WIS SCTF	110-00-21581-000-000	11/18/11 HRLY DEDUCT	758.20
110646	11/18	WIS SCTF	110-00-21581-000-000	ANNUAL R & D WITHHLD	130.00
110647	11/18	PREVOST CAR (US) INC	520-09-50201-347-000	10/11-BUS PARTS	239.60
			520-09-50201-347-000	10/11-TD BUS PARTS	28.90
			520-09-50201-347-000	11/11-CREDIT BUS PAR	158.23CR
				..... CHECK TOTAL	110.27
110648	11/18	TIME WARNER CABLE	761-09-50101-225-000	11/09-12/08 PHONE	57.42
110649	11/18	CINTAS CORP	632-09-50101-259-000	10/11 SE-UNIFORM/GLV	400.02
			520-09-50201-367-000	10/11 TD-UNIFORM/GLV	246.92
			110-02-52203-259-000	10/11 FD-UNIFORM/GLV	183.12
				..... CHECK TOTAL	830.06
110650	11/18	ARAMARK	110-01-51801-246-000	10/11 MB ENTRANCE MA	98.28
			520-09-50202-246-000	10/11 TD ENTRANCE M	43.40
			110-03-53116-246-000	10/11 WA ENTRANCE MA	40.00
			632-09-50101-246-000	10/11 SE ENTRANCE MA	16.00
			110-05-55109-246-000	10/11 PA ENTRANCE MA	15.20
				..... CHECK TOTAL	212.88
110651	11/18	WAAO	110-01-50901-264-000	KRYSTOWIAK 12/5/11	50.00
110652	11/18	BOUND TREE MEDICAL, LLC	206-02-52205-369-000	SUCTION UNIT	1,020.90
110653	11/18	GILLIG CORPORATION	520-09-50201-347-000	MISC. BUS PARTS	2,806.79
			520-09-50201-347-000	10/11-BUS PARTS	1,349.98
			520-09-50201-347-000	10/11-BUS PARTS	1,187.28
			520-09-50201-347-000	10/11-BUS PARTS	805.50
			520-09-50201-347-000	11/11-BUS PARTS	619.54
			520-09-50201-347-000	10/11-BUS PARTS	315.28
			520-09-50201-347-000	10/11-BUS PARTS	180.14
			520-09-50201-347-000	11/11-BUS PARTS	66.00
			520-09-50201-347-000	10/11-BUS PARTS	41.04
				..... CHECK TOTAL	7,371.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110654	11/18	PLEASANT PRAIRIE UTILITIES	110-09-56519-259-000	SPRINGBROOK-WATER	100.83
			110-09-56519-259-000	80TH ST-WATER	62.29
				..... CHECK TOTAL	163.12
110655	11/18	PROCESSWORKS INC.	110-00-21578-000-000	11/15/11 CHECK REG	5,146.33
110656	11/18	PROCESSWORKS, INC.	110-09-56310-219-000	10/11 ADMIN CHARGES	599.20
110657	11/18	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	10/11-TD COACH PARTS	858.07
			520-09-50201-347-000	9/11-TD COACH PARTS	52.42
			520-09-50201-347-000	10/11-TD COACH PARTS	11.22
			520-09-50201-347-000	10/11-TD COACH PARTS	5.81
				..... CHECK TOTAL	927.52
110658	11/18	RED THE UNIFORM TAILOR	110-02-52206-367-000	11/11 FD UNIFORMS	1,063.35
			110-02-52206-367-000	10/11 FD UNIFORMS	270.00
			110-02-52103-367-000	11/11 POLICE UNIFORM	116.85
			110-02-52206-367-000	10/11 FD UNIFORMS	80.50
			110-02-52206-367-000	10/11 FD UNIFORMS	72.50
			110-02-52206-367-000	10/11 FD UNIFORMS	72.50
			110-02-52206-367-000	10/11 FD UNIFORMS	33.50
			110-02-52103-367-000	11/11 POLICE UNIFORM	30.00
			110-02-52103-367-000	11/11 POLICE UNIFORM	15.00
				..... CHECK TOTAL	1,754.20
110659	11/18	SPECTERA, INC.	110-00-21534-000-000	10/11 DEDUCTS	1,620.22
110660	11/18	COMPREHENSIVE ORTHOPAEDICS	110-09-56405-161-000	10/18/11 W/C	1,020.85
			110-09-56405-161-000	10/17/11 W/C	88.40
			110-09-56405-161-000	10/6/11 W/C	68.85
				..... CHECK TOTAL	1,178.10
110661	11/18	AURORA MEDICAL GROUP	110-01-51303-216-000	10/11 SCREENS	565.00
			520-09-50101-216-000	10/11 SCREENS	157.00
				..... CHECK TOTAL	722.00
110662	11/18	OCCUCARE SYSTEMS & SOLUTIONS	110-09-56405-161-000	10/12/11 W/C	510.07
			110-09-56405-161-000	10/10/11 W/C	510.07
			110-09-56405-161-000	10/11/11 W/C	433.75
				..... CHECK TOTAL	1,453.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110663	11/18	IOD INCORPORATED	110-02-52102-219-000	MED REC 11-093080	50.68
			110-02-52102-219-000	MED REC 11-093072	50.68
				..... CHECK TOTAL	101.36
110664	11/18	KARR, RICHARD, M.D., S.C.	520-09-50101-161-000	11/8/11 W/C	1,365.00
110665	11/18	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	9/6-10/7/11 W/C	700.73
			110-09-56405-161-000	10/12/11 W/C	526.25
			110-09-56405-161-000	10/13/11 W/C	457.89
			110-09-56405-161-000	10/10/11 W/C	457.89
			110-09-56405-161-000	9/7/11 W/C	105.49
				..... CHECK TOTAL	2,248.25
110666	11/18	GENEX SERVICES INC	110-09-56405-161-000	9/7-9/26/11 W/C	457.00
110667	11/18	DANIELS CHIROPRACTIC OFFICE	110-09-56405-161-000	9/8-9/15/11 W/C	115.10
110668	11/18	WISNIEWSKI VOCATIONAL	110-09-56405-161-000	9/6-9/28/11 W/C	1,525.49
110669	11/18	RIVERA, LUIS	110-00-21905-000-000	BEACH HOUSE-11/13/11	100.00
110670	11/18	ST JOSEPH CATHOLIC	110-00-21905-000-000	ANDERSON SOCCER-2011	50.00
110671	11/18	STAROSTA, RICK	110-00-21905-000-000	ANDERSON 2011 FOOTBL	50.00
110672	11/18	PEREZ, REBECCA	110-00-21905-000-000	ORIBILETTI-11/13/11	300.00
110673	11/18	ERICKSON, JANICE	110-00-21905-000-000	BEACH HOUSE-11/12/11	300.00
110674	11/18	CARTER, SHIRLEY	110-00-21905-000-000	BEACH HOUSE-11/11/11	300.00
110675	11/18	AGUILAR, MARYBELL	110-00-21905-000-000	ORIBILETTI-11/12/11	100.00
110676	11/18	U14 WI RAMPAGE SELECT	110-00-21905-000-000	2011 GAMES/RED ARROW	50.00
110677	11/18	MONSON, DAVID M.	110-09-56405-166-000	10/24-11/24/11 PPD	1,308.66
110678	11/18	OBERST, RANDY	110-02-52102-367-000	2011 CLOTHING ALLOW	400.00
110679	11/18	DARBY, HENDERSON	110-09-56405-161-000	11/18/11 IME MILEAGE	45.98

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110680	11/18	VIOLA, LEO	110-02-52109-367-000	2011 CLOTHING ALLOW	400.00
110681	11/18	SCHAAL, TIMOTHY	110-02-52109-367-000	2011 CLOTHING ALLOW	400.00
110682	11/21	SPEEDY FOAM	110-02-52206-366-000	FOAM BLOCKS	390.90
110683	11/23	BINDELLI BROTHERS, INC	414-11-51002-583-000	INSTALL CONCRETE	16,288.52
110684	11/23	VIKING ELECTRIC SUPPLY	403-11-50904-589-000	10/11-PW ELECTRICAL	147.89
			110-03-53109-375-000	10/11-ST ELECTRICAL	108.34
			403-11-50904-589-000	10/11-PW ELECTRICAL	48.72
			403-11-50904-589-000	10/11-PW ELECTRICAL	40.05
			110-03-53109-375-000	10/11-ST ELECTRICAL	21.96
			110-03-53109-344-000	9/11-ST ELECTRICAL M	20.54
			110-03-53109-375-000	10/11-ST ELECTRICAL	13.33
				..... CHECK TOTAL	400.83
110685	11/23	KENOSHA CO HEALTH DIVISION	110-09-56501-259-567	ORD 26 CLEAN-UPS	6,503.71
110686	11/23	GODFREY & KAHN, SC	420-11-51004-219-000	8-9/11 CHRYSLER	149,143.00
			110-01-50101-219-000	8-9/11 BOUNDARIES	59,523.23
			420-11-51104-219-000	8-9/11 CHRYSLER	5,847.78
			420-11-50904-219-000	8-9/11 CHRYSLER	4,505.00
				..... CHECK TOTAL	219,019.01
110687	11/23	LAKESIDE STEEL & MFG. CO.	110-03-53103-344-000	10/11 ST LABOR & MAT	255.00
110688	11/23	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/25/11 CITY HRLY	14,159.06
			110-00-21562-000-000	11/25/11 WATER HRLY	4,112.60
			110-00-21562-000-000	11/25/11 MUSEUM HRLY	205.00
				..... CHECK TOTAL	18,476.66
110689	11/23	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	11/25/11 CITY HRLY	535.78
			110-00-21553-000-000	11/25/11 WATER HRLY	259.14
			110-00-21553-000-000	11/25/11 MUSEUM HRLY	24.59
				..... CHECK TOTAL	819.51
110690	11/23	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	11/25/11 CITY HRLY	101.41
			110-00-21541-000-000	11/25/11 WATER HRLY	49.20
				..... CHECK TOTAL	150.61

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110691	11/23	LABOR PAPER, THE	110-01-50101-321-000	10/11 FN BUDGET PUBL	288.28
			405-11-50811-219-000	10/11 PETZKE PK LEGA	43.00
				..... CHECK TOTAL	331.28
110692	11/23	UNITED HOSPITAL SYSTEMS INC	110-09-56405-161-000	10/16/11 W/C	777.22
			206-02-52205-318-000	10/11 DRUGS	249.10
			110-09-56405-161-000	11/17/11 W/C	17.40
				..... CHECK TOTAL	1,043.72
110693	11/23	WERNER ELECTRIC SUPPLY	110-03-53109-374-000	DECORATIVE PIPE ARM	833.34
110694	11/23	JAZZ SPECTRUM	222-09-50101-259-000	TREE LIGHTING	750.00
110695	11/23	SHERWIN WILLIAMS CO.	405-11-51104-583-000	10/11 PAINT	441.50
110696	11/23	WINGFOOT COMMERCIAL TIRE	520-09-50106-346-000	10/11-TD TIRE REPAIR	445.99
110697	11/23	SHOPKO DEPT. STORE	110-02-52103-311-000	10/11-PD MERCHANDISE	26.77
110698	11/23	WELDCRAFT, INC.	110-05-55109-344-000	10/11-PA WELDING SER	36.00
110699	11/23	WILLKOMM INC., JERRY	520-09-50106-341-000	11/11-TD DIESEL FUEL	25,430.12
110700	11/23	WE ENERGIES	110-03-53109-221-000	#45 10/12-11/10	2,303.36
			110-03-53109-221-000	#45 10/13-11/15	1,367.98
			110-03-53109-221-000	#45 09/11-11/08	1,127.31
			110-03-53109-221-000	#45 10/13-11/14	941.51
			110-03-53109-221-000	#45 10/10-11/08	798.52
			110-02-52203-221-000	#45 10/10-11/07	751.46
			110-03-53109-221-000	#45 10/06-11/07	696.71
			110-05-55109-221-000	#45 10/13-11/13	519.90
			110-05-55109-221-000	#45 10/09-11/07	451.17
			110-03-53109-221-000	#45 09/19-10/18	411.26
			110-02-52203-221-000	#45 10/10-11/08	399.95
			110-03-53109-221-000	#45 10/13-11/13	393.57
			110-03-53116-221-000	#45 10/13-11/13	272.21
			110-03-53103-221-000	#45 10/09-11/07	245.00
			110-05-55109-221-000	#45 10/11-11/09	189.85
			110-05-55109-221-000	#45 10/12-11/10	173.93
			110-05-55102-221-000	#45 10/12-11/10	145.25
			110-03-53109-221-000	#45 10/09-11/07	126.08
			110-02-52203-222-000	#45 10/09-11/07	104.85
			110-05-55102-221-000	#45 10/11-11/09	87.90
			110-02-52203-222-000	#45 10/10-11/08	68.55
			110-05-55109-221-000	#45 10/10-11/08	63.38
			110-05-55109-222-000	#45 10/09-11/07	44.45
			632-09-50101-221-000	#45 10/13-11/13	41.16
			110-01-51802-222-000	#45 912 35TH ST	32.97
			110-05-55109-221-000	#45 10/14-11/14	29.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-03-53109-221-000	#45 10/16-11/14	28.65
			519-09-50106-221-000	#45 10/09-11/07	27.13
			110-05-55109-221-000	#45 08/09-11/07	24.10
			110-05-55109-221-000	#45 10/17-11/15	12.95
			110-05-55109-221-000	#45 10/06-11/06	10.69
			110-05-55109-222-000	#45 10/11-11/09	8.41
				..... CHECK TOTAL	11,899.91
110701	11/23	WE ENERGIES	286-06-50213-259-000	5350118 UTILITIES	36.60
			262-06-50302-259-000	35350121 UTILITIES	33.33
			286-06-50209-259-000	#5351573 UTILITIES	31.15
			286-06-50208-259-000	#5351585 UTILITIES	31.01
			286-06-50210-259-000	#5350116 UTILITIES	29.75
			286-06-50207-259-000	#5351602 UTILITIES	28.35
			286-06-50212-259-000	#5350126 UTILITIES	25.77
			758-09-50106-259-850	9/12-10/11 SWU	25.39
			286-06-50211-259-000	#5350125 UTILITIES	24.91
			286-06-50203-259-000	#5350122 UTILITIES	23.84
			286-06-50205-259-000	#5350123 UTILITIES	23.42
			286-06-50202-259-000	#5350124 UTILITIES	19.00
				..... CHECK TOTAL	332.52
110702	11/23	UNITED STATES TREASURY	110-00-21581-000-000	11/25/11 DEDUCTION	113.68
			110-00-21581-000-000	11/25/11 DEDUCTION	100.00
				..... CHECK TOTAL	213.68
110703	11/23	PAYNE & DOLAN INC.	110-03-53103-355-000	10/11 ASPHALT MATERI	229.05
110704	11/23	WEST GROUP	110-01-50301-322-000	10/11 ONLINE MATERIA	715.65
110705	11/23	SCHRANDT, JONATHON	110-09-56405-166-000	9/02-11/24/11 PPD	3,624.00
110706	11/23	FEDERAL SIGNAL CORP.	110-02-52203-344-000	AMPLIFIER ASSEMBLY	512.96
110707	11/23	CHASE BANK KENOSHA	761-00-21513-000-000	10/11 KCM DEDUCTS	580.00
			761-09-50101-158-000	10/11 KCM DEDUCTS	336.43
			761-00-21511-000-000	10/11 KCM DEDUCTS	227.90
			761-09-50101-158-000	10/11 KCM DEDUCTS	78.68
			761-00-21514-000-000	10/11 KCM DEDUCTS	78.68
				..... CHECK TOTAL	1,301.69

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110708	11/23	NEHER ELECTRIC SUPPLY	630-09-50101-393-000	10/11-SE PHILLIPS LA	1,527.15
110709	11/23	FEDEX	110-01-51306-312-000	10/27-CHICAGO TITLE	24.33
110710	11/23	KENOSHA COMMUNITY HEALTH	290-06-50406-259-000	#5354743 SUBGR AGMT	39,951.84
110711	11/23	AT SYSTEMS GREAT LAKES	110-01-51201-219-000	11/11 CT ARMORED CAR	297.44
110712	11/23	LINCOLN CONTRACTORS SUPPLY	501-09-50105-355-000	10/11-SW TOOLS/SUPPL	295.12
			501-09-50105-355-000	10/11-SW TOOLS/SUPPL	284.80
			501-09-50105-282-000	10/11-ST TOOLS/SUPPL	268.14
			501-09-50105-355-000	10/11-SW TOOLS/SUPPL	263.92
			501-09-50105-282-000	10/11-ST TOOLS/SUPPL	124.00
				..... CHECK TOTAL	1,235.98
110713	11/23	JOHNSON'S PAINTING	414-11-51002-583-000	PREP AND PAINTING	1,850.00
			463-11-50601-589-000	1110 57 ST REHAB	1,250.00
			414-11-51002-583-000	PREP AND PAITING	600.00
				..... CHECK TOTAL	3,700.00
110714	11/23	T-MOBILE	631-09-50101-226-000	10/08-11/07 WIRELESS	42.19
110715	11/23	BENDLIN FIRE EQUIPMENT CO.	110-02-52203-344-000	10/11 FD PARTS/MATER	251.00
110716	11/23	AECOM TECHNICAL SERVICES INC	494-11-50205-219-000	2/26-4/01 PROF SERV	167.88
			494-11-50211-219-000	2/26-4/01 PROF SERV	113.07
				..... CHECK TOTAL	280.95
110717	11/23	GUTTORMSEN, HARTLEY,	110-01-50101-219-000	09/11 ETHICS COMPLNT	1,102.50
			110-01-50101-219-000	10-11/9/11 ETHICS	906.52
				..... CHECK TOTAL	2,009.02
110718	11/23	PACE ANALYTICAL	493-11-50108-219-000	10/11 LABORATORY SER	5,090.00
			493-11-50109-219-000	10/11 LABORATORY SER	1,359.00
				..... CHECK TOTAL	6,449.00
110719	11/23	CICCHINI ASPHALT LLC	290-06-50407-259-000	EST 2-RESURFACING	333,199.00
			401-11-51101-585-000	EST 2-RESURFACING	31,712.49
			289-06-50407-259-000	EST 2-RESURFACING	165.67
				..... CHECK TOTAL	365,077.16

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110720	11/23	AECOM TECHNICAL SERVICES INC	403-11-51008-589-000	10/11 TASK 5: FINAL	6,765.06
			403-11-51008-589-000	10/11 TASK 3: GRANT	798.33
			403-11-51008-589-000	10/11 TASK 1: PROJEC	133.05
				..... CHECK TOTAL	7,696.44
110721	11/23	KEN'S TRUCK REPAIR, INC.	110-03-53103-344-000	REINFORCE DUMP BODY	15,700.00
110722	11/23	LIBERTY TIRE RECYCLING SVCS	205-03-53118-219-000	10/11 TIRE RECYCLING	1,882.70
110723	11/23	LEE PLUMBING, INC.	110-02-52203-246-000	10/11 FD #4 HVAC, PL	225.00
110724	11/23	GUTTORMSEN LAW OFFICE, LLC	110-01-50101-219-000	09/11 SERVICES	1,102.50
110725	11/23	HUMANA CLAIMS	611-09-50101-155-527	11/21/11 MED CLAIMS	98,345.66
			611-09-50101-155-527	11/18/11 MED CLAIMS	90,910.55
			611-09-50101-155-527	11/21/11 PHARMACY	22,199.70
			611-09-50101-155-527	11/18/11 PHARMACY	9,548.94
			611-09-50101-155-527	10/11 SHARED SAVINGS	5,210.80
			611-09-50101-155-527	10/11 VOIDS	2,091.47CR
			611-09-50101-155-527	10/11 FINANCL RECOV	16,895.25CR
				..... CHECK TOTAL	207,228.93
110726	11/23	PAUL CONWAY SHIELDS	110-02-52206-367-000	10/11 TURNOUT GEAR	47.45
110727	11/23	RUEKERT & MIELKE, INC.	409-11-51111-219-000	CONSTRUCTION MGMT	13,472.90
			409-11-51001-219-000	9/10-10/07 CONSTRUCT	2,870.85
			409-11-51111-219-000	8/13-10/07 CONSTRUCT	930.00
				..... CHECK TOTAL	17,273.75
110728	11/23	DROPRITE TREE & LANDSCAPE	407-11-51102-219-000	2011 TREE REMOVAL	9,927.00
110729	11/23	US CELLULAR	206-02-52205-226-000	11/11 FD-CELL SERVC	134.55
			110-02-52102-226-000	11/11 PD-CELL AIRTM	130.04
			110-02-52102-226-000	11/11 PD-CELL SERVC	120.00
			110-01-51801-226-000	11/11 MB-CELL AIRTM	84.31
			206-02-52205-226-000	11/11 FD-CELL AIRTM	50.28
			501-09-50103-226-000	11/11 INTERNET CARD	40.71
			110-02-52103-226-000	11/11 PD-CELL SERVC	24.00
			110-02-52108-226-000	11/11 PD-CELL AIRTM	17.60
			110-02-52103-226-000	11/11 PD-CELL AIRTM	13.58
			110-01-51801-226-000	11/11 MB-CELL SERVC	6.00
			205-03-53118-226-000	11/11 WA-CELL AIRTM	4.82
			205-03-53118-226-000	11/11 WA-CELL SERVC	3.00
			110-02-52108-226-000	11/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	11/11 PD-CELL SERVC	3.00
			110-02-52101-226-000	11/11 PD-CELL AIRTM	1.45
				..... CHECK TOTAL	636.34

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110730	11/23	HEALTHSTAT	611-09-50101-155-504	10/11 SERVICES	21,223.95
			611-09-50101-155-504	10/11 MID LVL PROB	12,037.50
			611-09-50101-155-504	10/11 PROG ADMN FEE	6,669.74
			611-09-50101-155-504	10/11 REF LAB FEES	2,249.21
			611-09-50101-155-504	09/11 MID LVL HR ADJ	267.50
				..... CHECK TOTAL	42,447.90
110731	11/23	DIVERSIFIED COLLECTION SVCS	110-00-21581-000-000	11/25/11 DEDUCTION	38.27
110732	11/23	HENRY SCHEIN	611-09-50101-155-504	NURSE PRACT SUPPLIES	33.39
110733	11/23	VIDACARE CORPORATION	206-02-52205-318-000	11/11-FD NEEDLES	997.32
110734	11/23	MALSACK, J	461-11-51001-581-000	10/11 5016 SHER RD	45.00
			463-11-50902-219-000	10/11 5422 22 AV	28.00
			463-11-50902-219-000	10/11 5420 22 AV	28.00
			463-11-50902-219-000	10/11 5414 22 AV	28.00
			461-11-51001-581-000	10/11 1111 51ST ST	27.50
			461-11-51001-581-000	10/11 1342 50 ST	20.00
			461-11-51001-581-000	10/11 4702 36 AV	20.00
			463-11-50902-219-000	10/11 N OF 5414 22ND	8.00
			..... CHECK TOTAL	204.50	
110735	11/23	CRIVELLO-CARLSON	110-09-56402-219-000	06/11 BEAR DEVLPMNT	30,708.56
110736	11/23	WISCONSIN COUNCIL 40	110-00-21553-000-000	11/25/11 CITY HRLY	3,173.10
			110-00-21553-000-000	11/25/11 WATER HRLY	1,455.30
			110-00-21553-000-000	11/25/11 MUSEUM HRLY	253.05
			..... CHECK TOTAL	4,881.45	
110737	11/23	HARPE DEVELOPMENT LLC	286-06-50212-259-000	#5351540 - DRAW 3	50,730.00
110738	11/23	MURN & ASSOCIATES LLC	761-09-50101-219-000	BALANCE-CONSULTING	1,900.00
110739	11/23	INSTY-PRINTS	420-11-51104-219-000	10/11 CD-CHRYSLER	173.95
110740	11/23	ZEP MANUFACTURING CO.	110-01-51801-382-000	ROLL TOWELS	743.55
			110-01-51801-382-000	SOAP DISPENSER	88.00
			..... CHECK TOTAL	831.55	

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110741	11/23	MIDWEST ENGINEERING SERVICES	420-11-51009-589-000	9/11-GEOTECHNICAL SE	340.00
110742	11/23	ROSCOR CORP	760-09-50101-528-000	VIDEO SVC-BALANCE	12,592.50
110743	11/23	MARTIN PETERSEN COMPANY, INC.	520-09-50202-246-000	P.M. PROGRAM	1,884.00
			520-09-50401-246-000	PM PROGRAM	568.00
				..... CHECK TOTAL	2,452.00
110744	11/23	EDUCATIONAL CREDIT MGMT CORP	110-00-21581-000-000	11/25/11 DEDUCTION	10.68
110745	11/23	DEPT WORKFORCE DEVELOPMENT	110-00-21581-000-000	11/25/11 DEDUCTION	2.30
110746	11/23	ALUMITANK INC	630-09-50101-393-000	FUEL TANK	851.84
110747	11/23	MILLER, DON	761-09-50101-219-000	KCM EVENT MUSIC	250.00
110748	11/23	DEVAR CREATIVE	222-09-50101-259-908	SANTA PERFORMANCE	425.00
110749	11/23	BELFOR PROPERTY RESTORATION	217-06-51630-259-000	5504 22ND AVE REP	1,481.49
110750	11/23	BRIDGES COMMUNITY CENTER	289-06-50606-259-000	#5354754 SUBGR AGMT	7,000.00
110751	11/23	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	10/11-TD BUS PARTS	314.40
110752	11/23	HANSMANN PRINTING	110-02-52103-311-000	10/11 PD-BC,OT,RESTR	498.00
			501-09-50101-311-000	10/11 SW-BUS CARDS	56.00
			110-02-52201-311-000	10/11 FD-BUS CARDS	20.00
				..... CHECK TOTAL	574.00
110753	11/23	KENO'S COLLISIONTEK	110-02-52103-711-000	REPAIR SQUAD 3083	7,913.94
110754	11/23	MENARDS (KENOSHA)	110-02-52203-357-000	10/11 FD #2 MERCHAND	82.83
			110-03-53109-389-000	10/11 ST MERCHANDISE	54.51
			110-03-53103-389-000	10/11 ST MERCHANDISE	35.62
			110-03-53103-357-000	10/11 AR MERCHANDISE	35.48
			521-09-50101-344-000	10/11 AR MERCHANDISE	32.99
			110-02-52203-382-000	10/11 FD #2 MERCHAND	23.91
			110-01-51801-389-000	10/11 MB MERCHANDISE	21.06
			110-03-53103-361-000	10/11 ST MERCHANDISE	14.36
			110-03-53103-361-000	10/11 ST MERCHANDISE	3.88
			110-03-53103-361-000	10/11 ST MERCHANDISE	3.08
				..... CHECK TOTAL	307.72

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110755	11/23	DELL COMPUTERS	110-02-52103-311-000	TONER CARTRIDGE	232.74
			110-02-52103-311-000	TONER CARTRIDGE	232.74
			110-02-52103-311-000	TONER CARTRIDGE	232.74
			110-02-52103-311-000	TONER CARTRIDGE	130.14
				..... CHECK TOTAL	828.36
110756	11/23	PLATINUM SYSTEMS	761-09-50101-235-000	TECH SUPPORT	1,100.00
110757	11/23	GUNTA & REAK, S.C.	110-09-56402-219-000	HARPER 9/21/08	157.00
110758	11/23	WIS SCTF	110-00-21581-000-000	11/25/11 HRLY DEDUCT	763.35
110759	11/23	NEXTEL COMMUNICATIONS	110-02-52109-226-000	10/11-PD PHONE SERVI	326.42
110760	11/23	SNAP-ON INDUSTRIAL	632-09-50101-246-000	10/11-SE TOOLS/REPAI	175.00
110761	11/23	GRAINGER	521-09-50101-344-000	10/11-AR PARTS/MATER	317.74
110762	11/23	TIME WARNER CABLE	110-01-51102-233-000	11/9-12/8/11-SE RR	74.95
110763	11/23	WOMEN AND CHILDRENS HORIZONS	290-06-50607-259-000	#5354761 SUBGR AGMT	1,967.00
110764	11/23	SCHMITT PROTECTIVE SERVICES	110-01-51801-246-000	10/11-SECURITY CHECK	70.00
110765	11/23	SAFEWAY PEST CONTROL CO., INC	110-02-52203-246-000	10/11 FD EXTERMINATI	161.00
			520-09-50202-246-000	10/11 TD EXTERMINATI	55.00
			110-01-51801-246-000	10/11 MB EXTERMINATI	32.00
			110-05-55109-246-000	10/11 PA EXTERMINATI	26.00
			110-03-53116-246-000	10/11 WA EXTERMINATI	25.00
			520-09-50401-246-000	10/11 TD EXTERMINATI	24.00
			520-09-50202-246-000	10/11 TD EXTERMINATI	24.00
			110-02-52110-246-000	10/11 PD EXTERMINATI	23.00
				..... CHECK TOTAL	370.00
110766	11/23	RIMKUS, JASON	761-09-50101-111-000	11/16-30/11 SERVICE	1,840.80
			761-00-21514-000-000	11/16-30/11 SERVICE	26.69CR
			761-00-21511-000-000	11/16-30/11 SERVICE	77.31CR
			761-00-21599-000-000	11/16-30/11 SERVICE	92.04CR
			761-00-21512-000-000	11/16-30/11 SERVICE	102.40CR
			761-00-21513-000-000	11/16-30/11 SERVICE	216.00CR
				..... CHECK TOTAL	1,326.36

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110767	11/23	PIRO, RALPH	761-09-50101-111-000	11/16-30/11 SERVICE	872.31
			761-00-21514-000-000	11/16-30/11 SERVICE	12.65CR
			761-00-21599-000-000	11/16-30/11 SERVICE	25.00CR
			761-00-21511-000-000	11/16-30/11 SERVICE	36.64CR
			761-00-21512-000-000	11/16-30/11 SERVICE	37.30CR
			761-00-21513-000-000	11/16-30/11 SERVICE	74.00CR
				..... CHECK TOTAL	686.72
110768	11/23	AIRGAS NORTH CENTRAL	520-09-50201-317-000	10/11 TD INDUSTRIAL	56.16
			206-02-52205-389-000	10/11 FD #4 OXYGEN C	51.49
			206-02-52205-389-000	10/11 FD #7 OXYGEN C	23.41
			206-02-52205-344-000	10/11 FD #4 OXYGEN C	23.40
			206-02-52205-389-000	10/11 FD #5 OXYGEN C	18.72
			206-02-52205-389-000	10/11 FD #3 OXYGEN C	18.72
			206-02-52205-344-000	10/11 FD #7 OXYGEN C	18.72
			521-09-50101-344-000	10/11 AR INDUSTRIAL	14.04
				..... CHECK TOTAL	224.66
110769	11/23	JANI-KING OF MILWAUKEE	633-09-50101-243-000	11/11-JANITORIAL SER	1,084.00
110770	11/23	BLADE SHOP	110-02-52203-344-000	11/11-FD REPAIR BLAD	121.50
110771	11/23	HEALTHPORT	110-09-56405-161-000	11/11/11 W/C	14.61
110772	11/23	IHC - KENOSHA RADIOLOGY LLC	110-09-56405-161-000	9/26/11 W/C	119.00
			110-09-56405-161-000	10/16/11 W/C	37.40
				..... CHECK TOTAL	156.40
110773	11/23	KENOSHA EMERGENCY PHYSICIANS	110-09-56405-161-000	10/16/11 W/C	438.60
110774	11/23	UNITED OCC MEDICINE	110-09-56405-161-000	9/20/11 W/C	217.60
110775	11/23	AURORA HEALTH CARE	110-09-56405-161-000	10/7/11 W/C	215.60
110776	11/23	ALLIANT PHYSICAL THERAPY GRP	110-09-56405-161-000	10/12-10/21/11 W/C	672.55
110777	11/23	LAWLER, KURT	611-09-50101-155-525	ORTHO SERVICES	135.00
110778	11/23	HOPE COUNCIL, INC	290-06-50610-259-000	#5354805 SUBGR AGMT	1,084.55

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110779	11/23	CD-DVD GAME WAREHOUSE	222-09-50101-259-908	EMCEE FEE TREE LIGHT	150.00
110780	11/23	NEIMAN, KRISTINE	611-09-50101-155-525	ORTHO SERVICES	277.50
110781	11/23	YUNK, ERNEST	611-00-49135-000-000	DENTAL PREMIUMS	185.30
110782	11/23	CALENDARS	110-02-52201-311-000	2012 CALENDAR	19.99
110783	11/23	COX, THEONITA	110-02-52204-263-000	10/31-11/4 GREEN BAY	125.00
			110-02-52203-341-000	10/31-11/4 GREEN BAY	40.38
				..... CHECK TOTAL	165.38
110784	11/23	PETERSON, JULIE	110-09-56405-166-000	11/06-19/11 PENALTY	244.50
110785	11/23	KUNZ, JOSHUA	110-09-56405-166-000	PPD INSTALLMENT	1,265.33
110786	11/23	LACHMAN, MICHELE	611-09-50101-155-525	ORTHO SERVICES	214.50
110787	11/23	NAUDI, SHEILA	110-01-52001-263-000	10/18-21 ELKHART LK	272.22
			110-01-52001-261-000	10/18-21 ELKHART LK	110.45
				..... CHECK TOTAL	382.67
110788	11/23	PURTEE, MICHAEL	110-09-56405-166-000	11/02-12/02/11 PPD	1,308.67
110789	11/30	ICON ENTERPRISES	110-00-44507-000-000	CABARET LICENSE	225.00
110790	11/30	BINDELLI BROTHERS, INC	110-09-56501-259-569	11/11 2618 ROOSEVELT	372.00
			110-09-56501-259-569	11/11 5706 8 AV BOAR	180.00
			110-09-56501-259-569	11/11 5706 8 AV BOAR	160.00
			110-09-56501-259-569	11/11 800 76 ST BOAR	120.00
				..... CHECK TOTAL	832.00
110791	11/30	NEW FLYER	520-09-50201-347-000	11/11 BUS PARTS	83.69
110792	11/30	ALPHA TERRA SCIENCE, INC	420-11-50706-589-000	11/11 ADD'L ACTIVITI	853.75
110793	11/30	ICMA RETIREMENT TRUST	110-00-21572-000-000	11/16-30/11 CONTRIB	48,375.70
			110-00-21599-000-000	11/16-30/11 CONTRIB	4,065.00
				..... CHECK TOTAL	52,440.70

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110794	11/30	INTERSTATE ELECTRIC SUPPLY	110-01-51801-389-000	11/11-MB ELECTRICAL	102.63
			521-09-50101-375-000	11/11-AR ELECTRICAL	67.23
			520-09-50201-246-000	11/11-TD ELECTRICAL	32.19
			110-03-53109-375-000	11/11-ST ELECTRICAL	22.00
			110-03-53109-375-000	11/11-ST ELECTRICAL	14.78
				..... CHECK TOTAL	238.83
110795	11/30	CARDINAL HEALTH	206-02-52205-318-000	11/11 FD MEDICAL SUP	52.57
			206-02-52205-318-000	11/11 FD MEDICAL SUP	48.67
			206-02-52205-318-000	11/11 FD MEDICAL SUP	30.46
			206-02-52205-318-000	11/11 FD MEDICAL SUP	20.46
			206-02-52205-318-000	11/11 FD CREDIT	37.32CR
				..... CHECK TOTAL	114.84
110796	11/30	KENOSHA ANIMAL HOSPITAL	213-09-50101-381-000	10/11-EDY VET SERVIC	81.68
110797	11/30	KENOSHA JOINT SERVICES	110-02-52103-341-000	10/11 PATRL FLT GAS	24,179.01
			110-02-52103-345-000	10/11 PATRL FLT MNT	4,389.95
			110-02-52102-341-000	10/11 DTCTV FLT GAS	3,242.94
			110-02-52109-341-000	10/11 SCU FLT GAS	1,144.06
			110-02-52102-345-000	10/11 DTCTV-FLT MNT	794.31
			110-02-52103-341-000	10/11 MOTORCYCL GAS	297.13
			110-02-52101-341-000	10/11 ADMN FLT GAS	203.65
			110-02-52109-345-000	10/11 SCU FLT MAINT	202.58
				..... CHECK TOTAL	34,453.63
110798	11/30	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	11/30/11 CITY SAL	215.95
			110-00-21553-000-000	11/30/11 WATER SAL	55.53
				..... CHECK TOTAL	271.48
110799	11/30	LABOR PAPER, THE	110-01-50101-321-000	10/11 CD PETZKE PK	46.92
			110-01-50101-321-000	10/11 2ND READ ORDS	13.60
				..... CHECK TOTAL	60.52
110800	11/30	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	11/30/11 SAL DEDUCT	90,688.00
110801	11/30	SUMMERS GARDEN OF KENOSHA	110-01-51301-311-000	10/05/11 D SALERNO	68.00
			110-01-51301-311-000	8/17 SCONZERT/CNCL	55.00
			110-01-51301-311-000	8/17 SCONZERT/ADMN	55.00
				..... CHECK TOTAL	178.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110802	11/30	KEMPER CENTER, INC	110-00-44507-000-000	CABARET LICENSE	225.00
110803	11/30	TRAFFIC & PARKING CONTROL CO	110-03-53110-372-000	11/11-TRAFFIC SIGNS	141.85
110804	11/30	VAN'S GAS SERVICE INC	110-03-53103-355-000	10/11-ST PROPANE GAS	90.20
			110-03-53116-341-000	10/11-WA PROPANE GAS	22.00
			630-09-50101-393-000	10/11-CE PROPANE GAS	18.15
				..... CHECK TOTAL	130.35
110805	11/30	VULCAN MATERIALS COMPANY	524-05-50101-354-000	10/11-GO STONE PRODU	182.44
110806	11/30	AMERICAN STUDENT ASSISTANCE	110-00-21581-000-000	11/30/11 DEDUCTION	210.19
110807	11/30	PAYNE & DOLAN INC.	110-03-53103-355-000	10/11-ASPHALT MATERI	244.61
110808	11/30	REINDERS INC.	524-05-50101-249-000	09/11 PARTS AND SERV	133.57
110809	11/30	WETTENGEL CAMPAGNA	110-02-52206-344-000	COPIER REPAIR	89.00
110810	11/30	WIS FUEL & HEATING INC	110-03-53103-389-000	11/11 ST LUBRICANTS/	55.00
110811	11/30	PORT-A-JOHN, INC.	524-05-50101-282-000	11/11 PORTABLE UNITS	105.00
110812	11/30	R & J WINDOW CLEANING, CO.	110-01-51801-243-000	WINDOW CLEANING	2,006.00
110813	11/30	LARK UNIFORM, INC.	110-02-52103-367-000	10/11-PD#329 UNIFORM	79.95
110814	11/30	NATIONAL SPRING, INC.	110-02-52203-344-000	11/11-FD SPRINGS/PAR	494.14
110815	11/30	CHASE BANK KENOSHA	110-00-21513-000-000	11/30/11 SAL DEDUCT	197,746.77
			110-00-21612-000-000	11/30/11 SAL DEDUCT	66,970.20
			110-00-21511-000-000	11/30/11 SAL DEDUCT	45,367.31
			110-00-21513-000-000	11/25/11 HRLY DEDCT	22,575.69
			110-00-21614-000-000	11/30/11 SAL DEDUCT	20,692.82
			110-00-21514-000-000	11/30/11 SAL DEDUCT	20,692.69
			110-00-21612-000-000	11/25/11 HRLY DEDCT	11,589.86
			110-00-21511-000-000	11/25/11 HRLY DEDCT	7,851.30
			110-00-21614-000-000	11/25/11 HRLY DEDCT	2,910.29
			110-00-21514-000-000	11/25/11 HRLY DEDCT	2,910.22
				..... CHECK TOTAL	399,307.15

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110816	11/30	WIS DEPT OF JUSTICE	110-01-51303-219-000	10/11 SERVICES	56.00
110817	11/30	KENOSHA AREA BUSINESS	110-01-51301-263-000	AWARDS RECEPTION	40.00
110818	11/30	AT&T SERVICES	110-02-52102-219-000	11-113094 SUBPOENA	50.00
110819	11/30	FEDEX	110-01-51306-312-000	11/03 LE SHIPPING SE	30.23
			110-01-51306-312-000	11/03 SW-DNR SHIPPIN	17.75
				..... CHECK TOTAL	47.98
110820	11/30	OFFICEMAX	110-01-50101-311-000	11/11 CT #1979 OFFC	354.18
			110-01-51101-311-000	11/11 FN #1977 OFFC	170.42
			110-01-52001-311-000	11/11 MC #1974 OFFC	157.05
			110-02-52601-311-000	11/11 DH #1973 OFFC	127.36
			110-02-52103-311-000	11/11 PD #1978 OFFC	84.91
			110-05-55101-311-000	11/11 PA #1975 OFFC	73.77
			110-01-51201-311-000	11/11 CT #1979 OFFC	43.54
			110-01-51101-311-000	11/11 FN #1976 OFFC	38.24
			110-01-51201-311-000	11/11 CT #1979 OFFC	28.22
			110-01-52001-311-000	11/11 MC #1974 OFFC	15.41
			110-01-51101-311-000	11/11 FN #1976 OFFC	11.76
				..... CHECK TOTAL	1,104.86
110821	11/30	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	11/30/11 SAL DEDUCTS	4,305.00
110822	11/30	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	11/30/11 SAL DEDUCTS	10,884.00
110823	11/30	JOHNSON'S PAINTING	463-11-50601-589-000	1610 54 ST-REHAB	3,340.00
			257-06-50448-259-000	#5355948 REPAIRS	3,160.00
				..... CHECK TOTAL	6,500.00
110824	11/30	RECYCLE DESIGN INC	713-00-21997-000-000	VICTORIA SEAT 72	1,061.00
			110-05-55108-369-000	FREIGHT COSTS	118.00
			713-00-21997-000-000	ANCHOR HARDWARE KIT	59.96
				..... CHECK TOTAL	1,238.96
110825	11/30	KPSOA	110-00-21552-000-000	11/30/11 SAL DEDUCT	825.00
110826	11/30	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	11/30/11 SAL DEDUCTS	8,550.30

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110827	11/30	LOCAL 168	110-00-21551-000-000	11/30/11 SAL DEDUCTS	59.00
110828	11/30	EMS MEDICAL BILLING ASSOC.	110-09-56402-219-000	MED RECORDS/MEDINA	45.84
110829	11/30	INGENIX SUBROGATION SERVICES	206-00-13107-000-000	3/30/11 D TORRES	393.00
110830	11/30	PITNEY BOWES	110-01-51306-282-000	11/11-MACHINE LEASE/	386.00
110831	11/30	MG TRUST COMPANY	761-09-50101-151-000	11/11 PIRO/RIMKUS	234.08
			761-00-21599-000-000	11/11 PIRO/RIMKUS	234.08
				..... CHECK TOTAL	468.16
110832	11/30	AECOM TECHNICAL SERVICES INC	494-11-50201-219-000	7/30-8/26 INVESTIGT	13,434.54
			493-11-50105-219-000	7/30-8/26 PHASE II E	5,862.24
			493-11-50108-219-000	9/29-10/28 PROF SRVC	4,120.94
			495-11-50105-219-000	9/29-10/28 PROF SRVC	3,419.56
			493-11-50104-219-000	9/29-10/28 PROF SRVC	3,391.19
			495-11-50103-219-000	9/29-10/28 PROF SRVC	2,472.56
			495-11-50104-219-000	9/29-10/28 PROF SRVC	2,034.71
			495-11-50102-219-000	7/30-8/26 PHASE II E	1,751.06
			493-11-50110-219-000	9/29-10/28 PROF SRVC	1,684.26
			494-11-50205-219-000	7/30-8/26 WORK PLAN	45.21
			494-11-50211-219-000	7/30-8/26 WORK PLAN	28.23
				..... CHECK TOTAL	38,244.50
110833	11/30	UNITED HOSPITAL SYSTEM	110-09-56402-219-000	MEDINA DOL 11/14/08	211.80
110834	11/30	GUTTORMSEN, HARTLEY,	110-09-56402-219-000	10/11 SERVICES	1,986.32
110835	11/30	DEPT OF VETERANS AFFAIRS	206-00-13107-000-000	1/31/10 R THIEL	558.00
110836	11/30	JAMES IMAGING SYSTEMS, INC.	110-01-50101-232-000	10/11 CT-COPY OVERS	409.05
			110-02-52101-232-000	11/11 PD-SERVICE AGR	197.79
			501-09-50101-232-000	10/11 PW-OVERAGES	85.40
			110-02-52601-232-000	11/11 DM-MAINT AGRMT	81.23
			110-01-51303-232-000	11/11 HR-SERVICE AGR	72.99
			110-01-51301-232-000	11/11 AD-SERVICE AGR	72.99
			631-09-50101-232-000	11/11 PW-COPIER MNT	66.57
			110-03-53101-232-000	11/11 PW-COPIER MNT	66.57
			501-09-50101-232-000	11/11 PW-COPIER MNT	66.56
			631-09-50101-232-000	10/11 PW-OVERAGES	42.70
			110-03-53101-232-000	10/11 PW-OVERAGES	42.70
			521-09-50101-232-000	11/11 AR-SERVICE AGR	41.20
			520-09-50301-232-000	11/11 TD-SERVICE AGR	37.79
			110-01-52001-232-000	11/11 MC-COPIER MNT	36.50
			110-01-50301-232-000	11/11 LE-COPIER MNT	36.50
			110-03-53103-232-000	11/11 ST-COPIER SRVC	14.72
			501-09-50105-232-000	11/11 ST-COPIER SRVC	14.71
			110-01-51303-232-000	10/11 HR-COPY OVERS	3.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52101-232-000	10/11 PD-OVERAGES	.14
				..... CHECK TOTAL	1,389.69
110837	11/30	SAM'S CLUB	524-05-50101-397-000	10/11-GO MERCHANDISE	88.14
110838	11/30	WISCONSIN ELECTRIC POWER CO	110-00-21581-000-000	11/30/11 DEDUCTION	210.19
110839	11/30	LEE PLUMBING, INC.	521-09-50101-241-000	10/11-AR MAINT HVAC,	700.00
110840	11/30	CINTAS DOCUMENT MANAGEMENT	110-02-52101-219-000	10/11 PURGE SERVICE	17.50
110841	11/30	PIONEER COMMERCIAL CLEANING	110-01-51801-243-000	11/11-JANITORIAL SER	3,430.00
			110-01-51801-243-000	11/11-JANITORIAL SER	125.00
			110-01-51801-243-000	11/11-JANITORIAL SER	30.00
				..... CHECK TOTAL	3,585.00
110842	11/30	TREES "R" US, INC.	501-09-50106-219-000	2011 TREE PRUNING	27,759.50
110843	11/30	US CELLULAR	110-03-53103-226-000	11/11 ST-CELL AIRTM	117.20
			631-09-50101-226-000	11/11 EN-CELL AIRTM	74.48
			110-05-55109-226-000	11/11 PA-CELL AIRTM	47.96
			110-05-55101-226-000	11/11 PA-CELL AIRTM	15.73
			110-03-53103-226-000	11/11 ST-CELL SERVC	15.00
			110-05-55102-226-000	11/11 PA-CELL AIRTM	11.03
			205-03-53119-226-000	11/11 ST-CELL AIRTM	6.13
			631-09-50101-226-000	11/11 EN-CELL SERVC	6.00
			110-05-55109-226-000	11/11 PA-CELL SERVC	6.00
			110-05-55109-226-000	11/11 PA-CELL SERVC	4.94
			205-03-53119-226-000	11/11 ST-CELL SERVC	3.00
			110-05-55111-226-000	11/11 PA-CELL SERVC	3.00
			110-05-55102-226-000	11/11 PA-CELL SERVC	3.00
			110-05-55101-226-000	11/11 PA-CELL SERVC	3.00
			110-05-55111-226-000	11/11 PA-CELL AIRTM	1.59
				..... CHECK TOTAL	318.06
110844	11/30	STERICYCLE, INC	611-09-50101-155-504	MAILBACK PROG	90.95
110845	11/30	INDEPENDENT INSPECTIONS LTD	110-02-52601-219-000	10/11-INSPECTION SER	795.00
110846	11/30	HOMETOWN INC.	520-09-50106-341-000	11/11-TD PUMP CHARGE	35.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110847	11/30	WISCONSIN COUNCIL 40	110-00-21553-000-000	11/30/11 CITY SAL	1,212.75
			110-00-21553-000-000	11/30/11 WATER SAL	311.85
				..... CHECK TOTAL	1,524.60
110848	11/30	UNITED HEALTHCARE COMMUNITY	206-00-13107-000-000	3/17/11 Z RODRIGUEZ	238.92
110849	11/30	DWD	110-09-56405-162-000	FC12 WC ASSESSMENT	24,579.00
110850	11/30	UNITED LABORATORIES, INC	520-09-50201-382-000	PINK MARVEL CLEANER	462.02
			520-09-50201-317-000	GOBBER LUB	332.40
			520-09-50201-382-000	FLOOR FINISH	147.08
			520-09-50201-382-000	FLOOR CLEANER	126.40
				..... CHECK TOTAL	1,067.90
110851	11/30	NYS CHILD SUPPORT PROC CNTR	110-00-21581-000-000	11/30/11 DEDUCTION	83.00
110852	11/30	PELION BENEFITS, INC.	110-00-21517-000-000	11/16-30/11 DEDUCTS	2,202.98
110853	11/30	TAYLOR SUNSHINE CLEAN LLC	761-09-50101-243-000	10/11 HOUSEKEEPING	125.00
110854	11/30	TEXAS ELECTRONICS, INC	501-09-50103-362-000	RAIN GAUGE	95.81
110855	11/30	KENOSHA UNIFIED SCHOOL DIST	206-00-13107-000-000	3/31/11 A BRINKMAN	431.18
110856	11/30	CITY OF WEST ALLIS	110-02-52203-219-000	TEST 9/12-11/10/11	7,137.09
110857	11/30	WEST BEND INSURANDCE	206-00-13107-000-000	9/08/11 G THUESEN	698.71
110858	11/30	CDW-G	110-02-52101-235-000	06/11 PD COMPUTER EQ	194.00
			110-02-52101-389-000	06/11 PD CREDIT	174.00CR
				..... CHECK TOTAL	20.00
110859	11/30	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	11/11 BUS PARTS	30.80
110860	11/30	NYBERG TROPHIES & AWARDS	110-02-52110-311-000	STURINO/REEVES PLAQ	120.00
			724-00-21933-000-000	YOUTH COMM MEDAL	2.50
				..... CHECK TOTAL	122.50
110861	11/30	CHAPTER 13 TRUSTEE	110-00-21581-000-000	11/30/11 DEDUCTION	419.00
			110-00-21581-000-000	11/30/11 DEDUCTION	283.00
				..... CHECK TOTAL	702.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110862	11/30	J EWENS DESIGN INC	110-02-52103-344-000	DECALS	716.25
110863	11/30	O'CONNOR, DUMEZ,	110-09-56402-219-000	MEDINA 11/14/08	726.00
			110-09-56402-219-000	TATRO 5/03/07	396.00
			110-09-56402-219-000	CITY/COUNTY CLAIM	308.00
			110-09-56402-219-000	LEHMAN 3/08/09	264.00
			110-09-56402-219-000	GUERRERO 12/1/10	253.00
				..... CHECK TOTAL	1,947.00
110864	11/30	MENARDS (KENOSHA)	520-09-50201-249-000	11/11-TD MERCHANDISE	94.96
			110-02-52203-382-000	11/11-FD#5 MERCHANDI	45.92
			110-02-52203-357-000	11/11-FD#5 MERCHANDI	41.76
			110-05-55109-246-000	10/11-PA MERCHANDISE	24.50
			110-03-53110-389-000	11/11-ST MERCHANDISE	19.78
			110-03-53109-389-000	11/11-ST MERCHANDISE	14.82
			524-05-50101-249-000	10/11-GO MERCHANDISE	13.40
			110-01-51801-389-000	11/11-MB MERCHANDISE	11.14
			110-02-52203-344-000	10/11-FD#4 MERCHANDI	10.03
			110-02-52203-344-000	10/11-FD#7 MERCHANDI	6.99
			110-02-52203-344-000	10/11-FD#4 MERCHANDI	4.99
				..... CHECK TOTAL	288.29
110865	11/30	WIS SCTF	110-00-21581-000-000	11/30/11 SAL DEDUCTS	8,766.49
110866	11/30	PREVOST CAR (US) INC	520-09-50201-347-000	10/11 BUS PARTS	344.20
			520-09-50201-347-000	11/11 BUS PARTS	35.40
				..... CHECK TOTAL	379.60
110867	11/30	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	11/30/11 DEDUCTION	278.00
110868	11/30	ROCKFORD IND. WELDING	110-05-55109-344-000	WELDING SUPPLIES	15.34
110869	11/30	ACCENT	206-00-13107-000-000	1/15/11 C AUSSE	384.00
110870	11/30	TIME WARNER CABLE	110-01-51102-233-000	11/17-12/16 CITY HAL	355.00
110871	11/30	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	11/11-TD COACH PARTS	661.54
			520-09-50201-347-000	11/11-TD COACH PARTS	33.66
				..... CHECK TOTAL	695.20

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110872	11/30	IAFF/NATIONWIDE	110-00-21574-000-000	11/16-30/11 CONTRIBS	20,299.00
110873	11/30	BAYCOM	110-02-52103-385-000	REPLACEMENT BATTERY	490.00
110874	11/30	CARTHAGE COLLEGE	110-00-44507-000-000	CABARET LICENSE	225.00
110875	11/30	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	11/16-30/11 CONTRIBS	7,597.23
110876	11/30	AURORA MEDICAL GROUP	520-09-50101-216-000	9/23-10/3 SCREENS	468.00
			110-01-51303-216-000	9/23-10/3 SCREENS	156.00
			110-02-52103-219-000	9/23-10/3 SCREENS	143.00
				..... CHECK TOTAL	767.00
110877	11/30	DEPT OF VETERANS AFFAIRS	206-00-13107-000-000	11/20/10 B DVORAK	63.61
110878	11/30	JANDALI, MAJED MD	110-09-56402-219-000	11/14/08 MEDINA	100.00
110879	11/30	CLUB BENE'S	110-00-44507-000-000	CABARET LICENSE	225.00
110880	11/30	WEA TRUST	206-00-13107-000-000	3/31/11 A BRINKMAN	35.71
110881	11/30	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	10/11 SERVICES	4,371.81
			110-01-51001-212-000	10/11 SERVICES	3,259.50
				..... CHECK TOTAL	7,631.31
110882	11/30	BEECHER, DEAN J	110-00-44708-000-000	TAXI DRIVER LIC	5.00
110883	11/30	CHOPS ON THE LAKE, INC	110-00-44507-000-000	CABARET LICENSE	225.00
110884	11/30	HARP & EAGLE, LTD	110-00-44507-000-000	CABARET LICENSE	225.00
110885	11/30	GGR, LLC	110-00-44507-000-000	CABARET LICENSE	225.00
110886	11/30	IMAGINE4, LLC	110-00-44507-000-000	CABARET LICENSE	225.00
110887	11/30	TRAYLOR, MICHELLE	110-00-44507-000-000	CABARET LICENSE	225.00
110888	11/30	RACHNA ENTERPRISES, INC	110-00-44507-000-000	CABARET LICENSE	225.00
110889	11/30	VILLA D'CARLO III, INC	110-00-44507-000-000	CABARET LICENSE	225.00

START DATE FOR SUMMARY: 11/16 END DATE FOR SUMMARY: 11/30

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110890	11/30	CECCHI, CAROLINE	206-00-13107-000-000	9/22/11 TRANSPORT	60.00
110891	11/30	SPIROFF, PAUL	206-00-13107-000-000	7/18/11 TRANSPORT	80.96
110892	11/30	TEBELIUS, MARLYN	206-00-13107-000-000	6/05/11 TRANSPORT	42.10
110893	11/30	ESTATE OF LYNN MITCHELL	206-00-13107-000-000	8/01/11 TRANSPORT	203.23
110894	11/30	PATEFIELD, KEITH	206-00-13107-000-000	7/05/11 TRANSPORT	85.97
110895	11/30	WISHAU, ELAINE	206-00-13107-000-000	7/24/11 TRANSPORT	269.13
110896	11/30	GIBSON, WILLIAM	206-00-13107-000-000	6/24/10 TRANSPORT	525.00
110897	11/30	JOHNSON, IRENE	206-00-13107-000-000	7/24/11 TRANSPORT	378.95
110898	11/30	PASIEWICZ, DOROTHY	206-00-13107-000-000	7/19/11 TRANSPORT	34.39
110899	11/30	BICYCLE ILLINOIS	110-00-46529-000-000	8/07/11 CANCEL	37.50
110900	11/30	JACKSON, ANN	110-00-46394-000-000	APPLIANCE STICKER	15.00
110901	11/30	SNAP SERVICES, LLC	110-00-44804-000-000	PERMIT 406 69TH ST	70.00
110902	11/30	STANCZAK, STEPHEN M.	110-01-51303-261-000	8/17-9/30 178 MILES	98.79
110903	11/30	LEMENS, MICHAEL	110-03-53101-261-000	7-9/11 774 MILES	429.57
110904	11/30	WENBERG, JOHN D.	110-02-52110-367-000	2011 CLOTHING ALLOW	300.00
110905	11/30	MAY, DAVID	110-02-52102-341-000	10/10-11 MILAN MI	63.00
			110-02-52102-263-000	10/10-11 MILAN MI	38.00
				..... CHECK TOTAL	101.00
110906	11/30	STRELOW, MATTHEW E.	110-02-52109-367-000	2011 CLOTHING ALLOW	400.00
110907	11/30	PAGELS, CHRIS	501-09-50103-264-000	11/29 STEVENS POINT	195.00
110908	11/30	BOSMAN, KEITH	110-01-51301-341-000	11/4/11 MILWAUKEE	35.02
			110-01-51301-261-000	11/4/11 MILWAUKEE	9.00
				..... CHECK TOTAL	44.02

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
110909	11/30	KENOSHA CITY EMPLOYEE'S	110-00-21562-000-000	11/30/11 CITY SAL	43,485.32
			110-00-21562-000-000	11/30/11 WATER SAL	7,569.00
			110-00-21562-000-000	11/30/11 LIBRARY SAL	6,549.00
				..... CHECK TOTAL	57,603.32
110910	11/30	LASER NET INC	110-01-51306-312-000	POSTAGE/TAX BILLS	12,775.00

GRAND TOTAL FOR PERIOD \*\*\*\*\* 3,023,341.54  
 LESS VOIDED CHECK #110665 -2,248.25  
 # # # #110717 -2,009.02  
3,019,084.27