



Agenda

Finance Committee
Kenosha Municipal Building, 625 52nd Street
Room 204
Monday, April 15, 2024
6:00 PM

Chairperson Daniel Prozanski Jr.
Aldersperson Keith Rosenberg
Aldersperson Ruth Dyson

Vice-Chairperson Curt Wilson
Aldersperson Holly Kangas
Aldersperson Brandi Ferree

Call to Order
Roll Call

1. 2024 First Quarter Report Regarding Settlements. [Page 1](#)
2. Proposed Initial Resolution by the Mayor - Authorizing the Borrowing of \$34,910,000.00 to Finance Projects in Tax Incremental Districts and Capital Improvement Projects; Providing for the Issuance of General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. [Pages 2-4](#)
3. Proposed Initial Resolution by the Mayor - Authorizing the Borrowing of \$9,665,000.00 to Finance Projects in Tax Incremental Districts; Providing for the Issuance of Taxable General Obligation Promissory Notes Therefor; and Levying a Tax in Connection Therewith. [Pages 5-6](#)
4. Proposed Resolutions by the Committee on Finance – To Levy Special Charges (upon Various Parcels of Property Located in the City Per List on File in the Office of the City Clerk):
 - a. Boarding and Securing - \$1,573.27
 - b. Trash and Debris Removal - \$2,613.09
 - c. Property Maintenance Reinspection Fees - \$17,672.00[Pages 7-18](#)
5. Proposed Resolution by the Finance Committee - To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1206 Sidewalk & Curb/Gutter Program West. (District 11) (PW – Approve – Ayes 5, Noes 0) [Pages 19-20](#)
6. Proposed Resolution by the Finance Committee - To Levy Special Assessments Against Benefited Property Based Upon Final Construction Costs Respecting Improvements in the Street Right-of-Way for Project 23-1208 Sidewalk & Curb/Gutter Program South. (District 13) (PW – Approve – Ayes 5, Noes 0) [Pages 21-22](#)
7. Proposed Resolution by the Mayor – Approving Amendment to the Project Plan for Tax Incremental District #27, (City of Kenosha, Wisconsin), and submitting the Amendment to the Common Council for approval. (Downtown Vision) (District 2) (CP - Approve - Ayes 8, Noes 0) [Pages 23-57](#)

8. Proposed Resolution by the Mayor – To Transfer Funds within Established Primary Uses Regarding the City of Kenosha, Wisconsin’s Allotment of Local Fiscal Recovery Funds through the American Rescue Plan Act (ARPA) and accumulated ARPA Interest. [Pages 58-60](#)
9. Proposed Resolution by the Mayor - Finding a Public Purpose in the Sale of The Alford Building. [Pages 61-65](#)
10. Change Order 1 for Project 22-1424 Southport Beach House, Phase 4 Interior Renovations (7835 3rd Avenue). (District 3) (PW – recommendation pending) (Parks – Approve – Ayes 4, Noes 0) [Pages 66-74](#)
11. Change Order 1 for Project 23-1424 Southport Beach House, Phase 5 Exterior Renovations (7835 3rd Avenue). (District 3) (PW – recommendation pending) (Parks – Approve – Ayes 4, Noes 0) [Pages 75-80](#)
12. Recommendation to sell 16.15 Acres of City owned property, (Parcel #07-222-23-450-002) located at the southeast corner of 27th Street and 47th Avenue to Berkshire Hathaway Home Services and/or its Assigns. [Pages 81-96](#)
13. Recommendation to sell 0.8 Acres of City owned property, (Parcel #02-122-02-410-001) located at 6702 39th Avenue to Berkshire Hathaway Home Services and/or Assigns. [Pages 97-112](#)
14. New Residential Offer to Purchase Property at 2217 56th Street by the City of Kenosha from Moore & Associates, Inc. (District 7) [Pages 113-127](#)
15. Option to Purchase by and between the City of Kenosha and Public Food Markets, Inc. for the Alford Building Project. [Pages 128-131](#)
16. Tower Space License Agreement and Memorandum of Understanding between the City of Kenosha Police Department and Kenosha Cellular Telephone LLC. (8730 22nd Avenue). [Pages 132-151](#)
17. Professional Service Agreement between Lanette Altenbach and the City of Kenosha for as needed Environmental Services. [Pages 152-160](#)
18. Request to Rescind a Special Charge for Trash and Debris Removal in the Amount of \$275.00 for 5603 31st Avenue (Parcel #09-222-36-376-002 - Carole & Jesse Jasso; Amends Resolution 40-24 passed March 18, 2024). [Pages 161-184](#)
19. Disbursement Record #6 - \$16,115,691.29. [Pages 185-198](#)

ALDERPERSONS’ COMMENTS

City Hall is handicapped accessible. If you have other special needs, please contact the City Clerk’s Office at 262-653-4020 by Noon before this meeting.

2024 First Quarter Report Regarding Settlements (January 1, 2024 - March 31, 2024)

Claimant	Date of Claim	Claim Type	Description	Date Resolved	Amount Paid
Clerkin, Sinclair, & Mahfouz LLP	December 7, 2023	Vehicle Damage	KFD truck struck and damaged client's parked vehicle.	January 24, 2024	\$1,788.09
Progressive Insurance (Gary Stone)*	November 21, 2023	Vehicle Damage	Waste truck struck and damaged insured's vehicle.	Febraury 12, 2024	\$5,031.90
Dejaun Vaughn	January 6, 2024	Vehicle Damage	KPD squad struck and damaged parked vehicle	March 6, 2024	\$1,627.57

*Claim approved by the Common Council on Febraury 5, 2024

Resolution No. _____

By: the Mayor

**INITIAL RESOLUTION AUTHORIZING THE BORROWING OF
\$34,910,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICTS AND
CAPITAL IMPROVEMENT PROJECTS; PROVIDING FOR THE ISSUANCE OF
GENERAL OBLIGATION PROMISSORY NOTES THEREFOR;
AND LEVYING A TAX IN CONNECTION THEREWITH**

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, general obligation promissory notes (the "Notes") in an aggregate principal amount not to exceed \$34,910,000 for public purposes, including paying project costs included in the project plans for the City's tax incremental districts; paying the cost of projects included in the City's adopted Capital Improvement Plans, including street improvement projects, storm water improvements, flood control projects, building demolition and site preparation, IT projects, park projects, fire department projects, property acquisition, building repairs and maintenance and equipment acquisition; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 15th day of April, 2024.

Attest: _____, City Clerk

Approved: _____, Mayor

Dated: April 15, 2024

ANTICIPATED CIP PROJECTS TO BE		
FINANCED BY SPRING 2024 BORROWING	DRAFT	
PW Infrastructure		
Street, sidewalk,lighting improvements	2,500,000	
Administration		
Information Technology Improvements	1,200,000	
Redevelopment Authority		
Property Acquisition	330,000	
Neighborhood Development		
Misc. Acquisitions/demolition	465,000	
Fire and Rescue		
Equipment Purchases	624,000	
Fire Station	1,176,000	
Police		
Building improvements	170,000	
Needs assessment	62,000	
Library		
Bldg. Repair and maintenance	630,000	
Public Works-Other		
Bldg. Repair and maintenance	480,000	
Lighting, street improvements	4,420,000	
Parks		
Forestry	600,000	
Park Projects	2,000,000	
Storm Water		
Storm water projects	4,840,000	
TOTAL	19,497,000	
(SHARE.FIN/BONDING24/24. Spring FinancingNeeds.3.19.24)		

ANTICIPATED TIF PROJECTS TO BE FINANCED BY SPRING 2024 BORROWING	DRAFT	
TID #7-Brass Site		
Street Improvements	3,000,000	
TID #9 MacWhyte		
Street Improvements	3,715,000	
TID #10 Wilson Neighborhood		
Street Improvements	600,000	
TID#27 Downtown Vision		
Storm sewer improvements	4,050,000	
TID #31 Town & Country		
Razing building-flood control	56,000	
TID #32 Uptown		
Parking lot improvements	400,000	
TID #34 Tirabassi Pond		
Detention pond construction	3,625,000	
TOTAL	15,446,000	
(SHARE.FIN/BONDING24/TID.FinancingNeeds.2024.3.19.24)		

Resolution No. _____

By: the Mayor

INITIAL RESOLUTION AUTHORIZING THE BORROWING OF \$9,665,000 TO FINANCE PROJECTS IN TAX INCREMENTAL DISTRICTS; PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION PROMISSORY NOTES THEREFOR; AND LEVYING A TAX IN CONNECTION THEREWITH

BE IT RESOLVED by the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") that there shall be issued, pursuant to Section 67.12 (12), Wisconsin Statutes, taxable general obligation promissory notes (the "Notes") in an aggregate principal amount not to exceed \$9,665,000 for public purposes, including paying costs included in the project plans in the City's tax incremental districts, including demolition of blighted properties, site improvements and construction of the Innovation Center building; and there shall be levied on all the taxable property of the City a direct, annual, irrevocable tax sufficient to pay the interest on said Notes as it becomes due, and also to pay and discharge the principal thereof within ten years of the date of issuance of the Notes.

Adopted this 15th day of April, 2024.

Attest: _____, City Clerk

Approved: _____, Mayor

Dated: April 15, 2024

ANTICIPATED TIF TAXABLE PROJECTS TO BE		
FINANCED BY SPRING 2024 BORROWING	DRAFT	
TAXABLE:		
TID #9 MacWhyte-Razing Middle School	1,500,000	
TID #35 McKinley Project-razing schools	1,500,000	
TID #19 KEP		
Innovation Center Building	6,500,000	
TOTAL	9,500,000	
(SHARE.FIN/BONDING24/TID.TaxableFinancingNeeds.2024.3.19.24)		

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Boarding and Securing**

BE IT RESOLVED, that special charges for boarding and securing during 2024, in the total amount of **\$1,573.27**, be levied against the respective parcels of property as shown by a report by the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2024

Approved:

_____, Mayor
John M. Antaramian

Date signed _____

Attest:

_____, City Clerk-Treasurer
Michelle Nelson

Date signed _____

Drafted by:
Department of City Inspections

/LWC

Parcel #: 04-122-12-201-003	3021 75TH ST			
Owner of Record ANG-DEBARTOLO ENTERPRISES LLC 600 52ND ST STE 333 KENOSHA, WI 53140	Admin. Fee 100.00	Charge 550.02	Total 650.02	
Parcel #: 05-123-06-427-001	1021 67TH ST			
Owner of Record INDIGO PROPERTIES LLC 1447 30TH AVE KENOSHA, WI 53144	Admin. Fee 100.00	Charge 112.50	Total 212.50	
Parcel #: 11-223-30-482-007	4319 6TH AVE			
Owner of Record GEORGE P & GINA M GRZYWA 10804 RED HAWK LN SPRING GROVE, IL 60081	Admin. Fee 100.00	Charge 225.00	Total 325.00	
Parcel #: 12-223-31-336-032	5426 16TH AVE			
Owner of Record BB KENOSHA PROPERTIES LLC C/O RYAN GREEN 60 DANADA DR WHEATON, IL 60189-2011	Admin. Fee 100.00	Charge 285.75	Total 385.75	
RESOLUTION TOTAL			1,573.27	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Trash and Debris Removal**

BE IT RESOLVED, that special charges for trash and debris removal during 2024, in the total amount of **\$2,613.09**, be levied against the respective parcels of property as shown by a report by the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2024

Approved:

_____, Mayor
John M. Antaramian

Date signed _____

Attest:

_____, City Clerk-Treasurer
Michelle Nelson

Date signed _____

Drafted by:
Department of City Inspections

/LWC

Parcel #: 06-123-07-101-019	7721 5TH AVE			
Owner of Record ALAN RUFFOLO 7721 5TH AVE KENOSHA, WI 53143	Admin. Fee 100.00	Charge 855.78	Total 955.78	
Parcel #: 12-223-31-258-014	5128 18TH AVE			
Owner of Record BB KENOSHA PROPERTIES LLC C/O RYAN GREEN 60 DANADA DR WHEATON, IL 60189-2011	Admin. Fee 100.00	Charge 586.35	Total 686.35	
Parcel #: 12-223-31-331-008	2012 54TH ST			
Owner of Record CFN PROPERTIES LLC 4151 COACHLIGHT DR RACINE, WI 53404	Admin. Fee 100.00	Charge 487.52	Total 587.52	
Parcel #: 12-223-31-332-005	1929 53RD ST			
Owner of Record LUIS MARTINEZ 1929 53RD ST KENOSHA, WI 53140-3562	Admin. Fee 100.00	Charge 283.44	Total 383.44	
RESOLUTION TOTAL			2,613.09	

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**To Impose a Special Charge on Certain
Parcels of Property for
Property Maintenance Reinspection Fees**

BE IT RESOLVED, that special charges for reinspection fees during 2024, in the total amount of **\$17,672.00**, be levied against the respective parcels of property as shown by a report of the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

Passed this _____ day of _____, 2024

Approved:

_____, Mayor
John M. Antaramian

Date signed _____

Attest:

_____, City Clerk-Treasurer
Michelle Nelson

Date signed _____

Drafted by:
Department of City Inspections

/LWC

Parcel #:01-122-01-201-020**6020 30TH AVE**

Owner of Record
LAWRENCE L FUNK
6020 30TH AVE
KENOSHA, WI 53142

Admin. Fee
100.00

Charge
360.00

Total
460.00

Parcel #:01-122-01-353-006**7023 37TH AVE**

Owner of Record
JEANNE D DIEDRICH
7023 37TH AVE
KENOSHA, WI 53142-7109

Admin. Fee
100.00

Charge
360.00

Total
460.00

Parcel #:01-122-01-353-006**7023 37TH AVE**

Owner of Record
JEANNE D DIEDRICH
7023 37TH AVE
KENOSHA, WI 53142-7109

Admin. Fee
100.00

Charge
360.00

Total
460.00

Parcel #:01-122-01-365-006**3522 75TH ST**

Owner of Record
GILBERT ANDERSON
3522 75TH ST
KENOSHA, WI 53142

Admin. Fee
100.00

Charge
360.00

Total
460.00

Parcel #:01-122-01-365-006**3522 75TH ST**

Owner of Record
GILBERT ANDERSON
3522 75TH ST
KENOSHA, WI 53142

Admin. Fee
100.00

Charge
360.00

Total
460.00

Parcel #:04-122-12-405-033**8128 22ND AVE**

Owner of Record
DENNIS A MAROTZ
8128 22ND AVE
KENOSHA, WI 53143

Admin. Fee
100.00

Charge
360.00

Total
460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:04-122-12-405-033	8128 22ND AVE			
Owner of Record DENNIS A MAROTZ 8128 22ND AVE KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-152-014	6405 11ST AVE			
Owner of Record JUANA ESPINO CARRILLO EVODIO ZAMORA PEREZ 6405 11TH AVE KENOSHA, WI 53143		100.00	180.00	280.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-152-014	6405 11ST AVE			
Owner of Record JUANA ESPINO CARRILLO EVODIO ZAMORA PEREZ 6405 11TH AVE KENOSHA, WI 53143		100.00	90.00	190.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-204-013	1706 61ST ST			
Owner of Record JOSE LUIS LEON CLAUDIA DE LA PENA 1706 61ST KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-204-013	1706 61ST ST			
Owner of Record JOSE LUIS LEON CLAUDIA DE LA PENA 1706 61ST KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-204-013	1706 61ST ST			
Owner of Record JOSE LUIS LEON CLAUDIA DE LA PENA 1706 61ST KENOSHA, WI 53143		100.00	360.00	460.00

Parcel #:05-123-06-207-005**1607 62ND ST****Owner of Record**BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-207-005****1607 62ND ST****Owner of Record**BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-207-005****1607 62ND ST****Owner of Record**BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-207-005****1607 62ND ST****Owner of Record**BRET W BOHLIN
1607 62ND ST
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00**Parcel #:05-123-06-227-007****6017 20TH AVE****Owner of Record**CAROLINA R CORONADO
6017 20TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
90.00Total
190.00**Parcel #:05-123-06-228-012****6025 22ND AVE****Owner of Record**JAY RZEPLINSKI LLC
27311 85TH PL
SALEM, WI 53168Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:05-123-06-279-013**6623 17TH AVE****Owner of Record**SCOTT BELHUMEUR
4422 W NORWICH AVE
GREENFIELD, WI 53220-2711

Admin. Fee

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-327-012**6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-327-012**6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-327-012**6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-327-012**6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

360.00

Total

460.00

Parcel #:05-123-06-327-012**6821 22ND AVE****Owner of Record**VICTOR TAPIA
6821 22ND AVE
KENOSHA, WI 53143

Admin. Fee

100.00

Charge

360.00

Total

460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-384-016	7310 16TH AVE			
Owner of Record JOSEPH L SALITURO 7310 16TH AVE KENOSHA, WI 53143		Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-384-016	7310 16TH AVE			
Owner of Record JOSEPH L SALITURO 7310 16TH AVE KENOSHA, WI 53143		Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-458-016	1014 72ND ST			
Owner of Record JON P & DEBORAH L STRECKER 1014 72ND ST KENOSHA, WI 53143-5420		Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-458-016	1014 72ND ST			
Owner of Record JON P & DEBORAH L STRECKER 1014 72ND ST KENOSHA, WI 53143-5420		Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:05-123-06-458-016	1014 72ND ST			
Owner of Record JON P & DEBORAH L STRECKER 1014 72ND ST KENOSHA, WI 53143-5420		Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #	Address	Admin. Fee	Charge	Total
Parcel #:06-123-07-101-019	7721 5TH AVE			
Owner of Record ALAN RUFFOLO 7721 5TH AVE KENOSHA, WI 53143		Admin. Fee 100.00	Charge 360.00	Total 460.00

Parcel #:06-123-07-101-019**7721 5TH AVE****Owner of Record**
ALAN RUFFOLO
7721 5TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-101-019**7721 5TH AVE****Owner of Record**
ALAN RUFFOLO
7721 5TH AVE
KENOSHA, WI 53143Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
360.00Total
460.00

Parcel #:06-123-07-206-004**7605 17TH AVE****Owner of Record**
NATHAN D LACOCK
5034 HANSCH RD
MT PLEASANT, WI 53403-9421Admin. Fee
100.00Charge
180.00Total
280.00

Parcel #:	Address	Admin. Fee	Charge	Total
11-223-30-152-029	914 38TH ST			
Owner of Record ALAN L RUFFOLO 7721 5TH AVE KENOSHA, WI 53140		100.00	360.00	460.00

Parcel #:	Address	Admin. Fee	Charge	Total
11-223-30-152-029	914 38TH ST			
Owner of Record ALAN L RUFFOLO 7721 5TH AVE KENOSHA, WI 53140		100.00	360.00	460.00

Parcel #:	Address	Admin. Fee	Charge	Total
11-223-30-357-013	4408 21ST AVE			
Owner of Record KENNETH SOKAL 4408 21ST AVE KENOSHA, WI 53140-2766		100.00	72.00	172.00

Parcel #:	Address	Admin. Fee	Charge	Total
12-223-31-232-020	4826 20TH AVE			
Owner of Record CWC PROPERTIES LLC 2706 CHICORY RD MT PLEASANT, WI 53403		100.00	360.00	460.00

Parcel #:	Address	Admin. Fee	Charge	Total
12-223-31-232-020	4826 20TH AVE			
Owner of Record CWC PROPERTIES LLC 2706 CHICORY RD MT PLEASANT, WI 53403		100.00	360.00	460.00

RESOLUTION TOTAL				17,672.00
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RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #23-1206 Sidewalk & Curb/Gutter Program West (Properties West of 30th Avenue) in the total amount of \$847.62, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 28-23 authorizing such improvements in the street right-of-way.

Adopted this 8th day of April, 2024.

APPROVED:

DATE:

John M. Antaramian, Mayor

ATTEST:

Michelle L. Nelson, City Clerk/Treasurer

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
08-222-35-403-008-0		102.000	\$847.62
PROPERTY ADDRESS		4" CONC R-R 25.00SF @ \$8.31 = \$207.75	
DENNIS L & ROSEMARY E TAYLOR		6" DRV APP 77.00SF @ \$8.31 = \$639.87	
5226 041 AV		NUMBER OF SQUARES 1	
MAIL TO ADDRESS		LEGAL DESCRIPTION	
DENNIS L & ROSEMARY E TAYLOR		THE S 180 FT OF LOT 2 BLK B TIPPL	
5226 41ST AVE		TE SUB EXC THE N & S 60 FT OF THE	
KENOSHA, WI 53144		FT OF LOT 2 SE 1/4 SEC 35 T 2 R	
		1681 P 408 DOC#1086623 DOC#11458	

STREET TOTAL	102.00	\$847.62
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	102.000	TOTAL COST	\$847.62
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PAGE 2

RESOLUTION NO. _____

BY: FINANCE COMMITTEE

**TO LEVY SPECIAL ASSESSMENTS AGAINST
BENEFITED PROPERTY BASED UPON FINAL
CONSTRUCTION COSTS RESPECTING
IMPROVEMENTS IN STREET RIGHT-OF-WAY
(sidewalks and/or driveway approaches)**

BE IT RESOLVED, by the Common Council of the City of Kenosha, Wisconsin that special assessments are levied against benefited property based upon final construction costs respecting improvements in street-of-way consisting of construction of sidewalks and/or driveway approaches for Project #23-1208 Sidewalk & Curb/Gutter Program South (Properties South of 60th Street) in the total amount of \$831.00, as shown by a report of the City Engineer filed in the office of the City Clerk of the City of Kenosha in accordance with the Final Resolution No. 30-23 authorizing such improvements in the street right-of-way.

Adopted this 8th day of April, 2024.

APPROVED:

DATE:

John M. Antaramian, Mayor

ATTEST:

Michelle L. Nelson, City Clerk/Treasurer

PARCEL NUMBER	LOT	ASSESSED S.F./LN.	TOTAL ASSESSMENT
06-123-07-205-010-0		100.000	\$831.00
PROPERTY ADDRESS		4" CONC R-R 100.00SF @ \$8.31 = \$831.00	
LOIS J & MARK W BRANDT		NUMBER OF SQUARES 4	
7545 018 AV			
MAIL TO ADDRESS		LEGAL DESCRIPTION	
LOIS J & MARK W BRANDT		PT LOT 10 IN SELMA SUB PT NW 1/4	
7545 18TH AVE		T 1 R 23 BEG 195.32 FT E OF SE C	
KENOSHA, WI 53143		6 CABLE SUB TH E 154.86 FT TH	
		FT TH W 44.86 FT TH S 5 FT TH W 3	
		H S 100 FT TH W 73 FT TH N 155 FT	
		B V 1629 P 785 (1994 06-123-07-20	
		& PT 046) DOC#1529691 DOC#1786383	
		920838	

STREET TOTAL	100.00	\$831.00
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PAGE 1

GRAND TOTALS	PARCELS	1	FOOTAGE	100.000	TOTAL COST	\$831.00
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PAGE 2



Resolution by the City Plan Commission – Resolution Approving Amendment to the Project Plan for Tax Incremental District #27, City of Kenosha, Wisconsin, and submitting the Amendment to the Common Council for approval . (Downtown Vision) (District 2) PUBLIC HEARING

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Alderson Siel District 2, has been notified. A Class I Notice, as required by Wisconsin Statute 66.1105, announcing a public hearing was published in the Kenosha News on March 22, 2024. Notice of this hearing was also sent to the other local government taxing entities. The TID Project Plan Amendment will also be considered for approval by the Finance Committee and Common Council on April 15, 2024. The Joint Review Board will be reviewing the plan prior to the City Plan Commission meeting.

LOCATION AND ANALYSIS:

Site: Area generally bounded by 51st Place on the north, 5th Avenue on the east, 56th Street on the south and Sheridan Road on the west.

1. The Project Plan Amendment for Tax Incremental District #27 is to modify the boundaries of the District to add a one block area (known as Block I) to the TID. This will promote and attract further development and will increase the City's tax base.

RECOMMENDATION:

A recommendation is made to approve the Resolution by the City Plan Commission to Adopt a Project Plan Amendment for Tax Incremental District #27, City of Kenosha, Wisconsin, under Section 66.1105(4)(h)1., Wisconsin Statutes.

Rich Schroeder, Deputy Director

COMMON COUNCIL RESOLUTION # _____

BY: THE MAYOR

**A RESOLUTION APPROVING PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO**

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") created Tax Incremental District No. 27 (the "District") in order to provide for blight elimination in the City;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, the City Plan Commission (the "Plan Commission") prepared a proposed Amendment to the project plan for the District (the "Project Plan Amendment") to modify the boundaries of the District to add territory to the District which will promote and attract further development and will increase the City's tax base;

WHEREAS, on April 4, 2024, the Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the District and the proposed Project Plan Amendment;

WHEREAS, on April 4, 2024, the Plan Commission also duly adopted a resolution (the "Adopting Resolution") which adopted the Project Plan Amendment and recommended and submitted it to this Common Council for approval; and

WHEREAS, the Project Plan Amendment, the original project plan as previously amended for the District (the "Project Plan") and certified copies of the Adopting Resolution have been presented to this Common Council and reviewed by City staff and counsel to the City.

NOW, THEREFORE, be it resolved by the Common Council of the City of Kenosha, Wisconsin, that:

Section 1. Amendment of the District; Approval of Project Plan Amendment. The Project Plan is hereby amended pursuant to and as set forth in Project Plan Amendment with respect thereto, attached as Exhibit A hereto and incorporated herein by reference. The Project Plan Amendment is hereby approved pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes.

Section 2. Approval of Boundaries. The boundaries of the District, which are described on the Map and the Legal Description attached to this Resolution as Exhibits B and C, respectively, are hereby approved pursuant to Section 66.1105(4)(gm)1. of the Wisconsin

Statutes.

Section 3. Feasibility of Project Plan. Based on the information set forth in the Project Plan Amendment, this Common Council finds and determines that the Project Plan Amendment is feasible.

Section 4. Findings with Respect to the District. The Common Council makes the following findings with respect to the Project Plan Amendment and Tax Incremental District No. 27, as amended:

(a) Not less than 50 percent, by area, of the real property within the District is blighted within the meaning of Section 66.1105(2)(ae)1. of the Wisconsin Statutes;

(b) Improvement of the area in the District is likely to enhance significantly the value of substantially all of the other real property in the District;

(c) The project costs described in the Project Plan and the Project Plan Amendment of the District directly serve to eliminate blight which is the purpose for which the District was created;

(d) That, but for the creation of the District and the amendment of the Project Plan, development of the property in the District would not occur as described in the Project Plan and the Project Plan Amendment for the District;

(e) The sum of the following amounts does not exceed 12 percent of the total equalized value of taxable property within the City: (i) the equalized value of the taxable property to be added to the District and (ii) the value increment of all existing tax incremental districts in the City; and

(f) The percent of territory within the District which will be devoted to retail business at the end of the expenditure period is under 35%.

Section 5. Conformity with Master Plan. Based on the information set forth in the Project Plan Amendment, this Common Council hereby finds and determines that the Project Plan Amendment is in conformity with the master plan of the City.

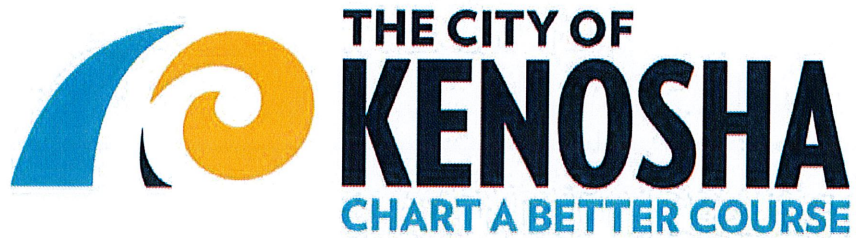
Section 6. Amendment Date. The City of Kenosha hereby amends the District effective January 1, 2024.

Adopted this 15th day of April, 2024

ATTEST: _____
Michelle Nelson, City Clerk/Treasurer

APPROVE: _____
John M. Antaramian, Mayor

Drafted by: Quarles & Brady LLP



DRAFT

Project Plan Amendment for
Tax Incremental District #27

For Consideration by the Common Council
on April 15, 2024

Table of Contents

Goals of the Kenosha TID Program – no changes	1
Resolution to Adopt a Project Plan Amendment for TID #27 (City Plan)	2
Resolution to Adopt a Project Plan Amendment for TID #27 (Council).....	7
Resolution to Approve the Project Plan Amendment for TID #27 (JRB)	13
Statement of Kind, Number and Location of All Proposed Public Works and Improvements, a Detailed List of Estimated Project Costs and Timing of Estimated Projects to be Completed no changes to the existing project plan as previously amended	14
Description of the Methods of Financing, All Estimated Project Costs Timing of Costs and Monetary Obligations - no changes except with respect to boundary addition of property referred to as Block I to TID #27	15
Amended Economic Feasibility Study – no changes	15
Statement of Findings	15
Changes in Zoning Ordinance and Building Code – no changes	16
List of Estimated Non-Project Costs – no changes	16
Statement of Proposed Method for Relocation of Persons to be Displaced no changes	16
Statement of Conformity to the City of Kenosha Master Plans– no changes	16
Statement of Orderly Development – no changes	16
Opinion of the City Attorney.....	17
 <u>MAPS</u>	
Existing TID #27 & Proposed TID #27 Map.....	20
Existing Land Uses.....	21
Existing and Proposed Zoning	22
Property Condition.....	23
Proposed Public Improvements	24
Proposed Land Uses.....	25
Existing Boundary and Parcel Map Showing Overlapping TIDs.....	26
Proposed Boundary and Parcel Map Showing Overlapping TIDs	27

Document reviewed and approved by Department of City Development

GOALS OF THE KENOSHA TID PROGRAM

The City of Kenosha Tax Incremental District Program has been undertaken because of concern over the community's economic stability. As a result of numerous community meetings, the following goals have been identified:

- Encourage development in the City that will increase its tax base and reduce individual tax burdens
- Encourage development in the City that will increase the number and the variety of employment opportunities
- Encourage development in the City that will diversify the economic mix of businesses
- Encourage the efficient and economical use of land, buildings, and community facilities
- Encourage private investment through an expanded community facilities program
- Encourage reduction and/or elimination of economic and physical blight in the area

CITY PLAN COMMISSION RESOLUTION #02-24

BY: CITY PLAN COMMISSION

**RESOLUTION APPROVING AMENDMENT TO THE PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN AND SUBMITTING THE
AMENDMENT TO THE COMMON COUNCIL FOR APPROVAL**

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") created Tax Incremental District No. 27 ("TID 27") in order to provide for blight elimination;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, it has been determined that in order to further promote development in the City and obtain continued benefits for the City and its residents it is necessary and desirable to amend the Project Plan for TID 27 to modify the boundaries of TID 27 to add territory to TID 27;

WHEREAS, the total project costs of TID 27 will not increase as a result of the proposed amendment to TID 27;

WHEREAS, pursuant to Section 66.1105 of the Wisconsin Statutes, this Plan Commission has prepared an amended project plan for TID 27 (the "Amended Project Plan");

WHEREAS, on the date hereof, this Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, before the Common Council may amend any tax increment district, the Plan Commission must submit its recommendation concerning such amendment to the Common Council.

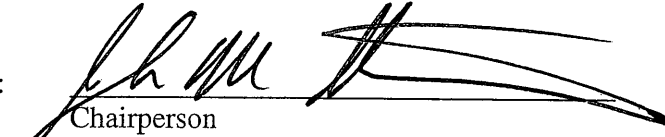
NOW, THEREFORE, be it resolved by the City Plan Commission, as follows:

Section 1. Boundaries of the District. The amended boundaries of TID 27 shall be as described on the Map and the Legal Description, which are attached to this Resolution as Exhibits A and B, respectively.

Section 2. Adoption of the Amended Project Plan. The City Plan Commission hereby adopts and approves the Amended Project Plan, attached to this resolution as Exhibit C and incorporated herein by reference, and recommends approval of the Amended Project Plan to the Common Council.

Section 3. Submission to the Common Council for Approval. The City Plan Commission hereby submits the Amended Project Plan to the Common Council for approval.

Adopted this 4th day of April, 2024

ATTEST: 
Chairperson

APPROVE:  4-5-24
Secretary

Drafted by: Quarles & Brady LLP

EXHIBIT A

MAP

(See Attached)

EXHIBIT B

LEGAL DESCRIPTION

(See Attached)

EXHIBIT C

AMENDED PROJECT PLAN

(See Attached)

COMMON COUNCIL RESOLUTION # _____

BY: THE MAYOR

**A RESOLUTION APPROVING PROJECT PLAN AMENDMENT FOR
TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN AND
MAKING CERTAIN FINDINGS WITH RESPECT THERETO**

WHEREAS, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") created Tax Incremental District No. 27 (the "District") in order to provide for blight elimination in the City;

WHEREAS, under the provisions of Section 66.1105(4)(h) of the Wisconsin Statutes, a plan commission may, by resolution, adopt an amendment to a project plan, subject to the approval of the local legislative body and the joint review board;

WHEREAS, pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes, the City Plan Commission (the "Plan Commission") prepared a proposed Amendment to the project plan for the District (the "Project Plan Amendment") to modify the boundaries of the District to add territory to the District which will promote and attract further development and will increase the City's tax base;

WHEREAS, on April 4, 2024, the Plan Commission held a public hearing at which all interested parties were afforded a reasonable opportunity to express their views on the District and the proposed Project Plan Amendment;

WHEREAS, on April 4, 2024, the Plan Commission also duly adopted a resolution (the "Adopting Resolution") which adopted the Project Plan Amendment and recommended and submitted it to this Common Council for approval; and

WHEREAS, the Project Plan Amendment, the original project plan as previously amended for the District (the "Project Plan") and certified copies of the Adopting Resolution have been presented to this Common Council and reviewed by City staff and counsel to the City.

NOW, THEREFORE, be it resolved by the Common Council of the City of Kenosha, Wisconsin, that:

Section 1. Amendment of the District; Approval of Project Plan Amendment. The Project Plan is hereby amended pursuant to and as set forth in Project Plan Amendment with respect thereto, attached as Exhibit A hereto and incorporated herein by reference. The Project Plan Amendment is hereby approved pursuant to Section 66.1105(4)(h)1. of the Wisconsin Statutes.

Section 2. Approval of Boundaries. The boundaries of the District, which are described on the Map and the Legal Description attached to this Resolution as Exhibits B and C, respectively, are hereby approved pursuant to Section 66.1105(4)(gm)1. of the Wisconsin

Statutes.

Section 3. Feasibility of Project Plan. Based on the information set forth in the Project Plan Amendment, this Common Council finds and determines that the Project Plan Amendment is feasible.

Section 4. Findings with Respect to the District. The Common Council makes the following findings with respect to the Project Plan Amendment and Tax Incremental District No. 27, as amended:

(a) Not less than 50 percent, by area, of the real property within the District is blighted within the meaning of Section 66.1105(2)(ae)1. of the Wisconsin Statutes;

(b) Improvement of the area in the District is likely to enhance significantly the value of substantially all of the other real property in the District;

(c) The project costs described in the Project Plan and the Project Plan Amendment of the District directly serve to eliminate blight which is the purpose for which the District was created;

(d) That, but for the creation of the District and the amendment of the Project Plan, development of the property in the District would not occur as described in the Project Plan and the Project Plan Amendment for the District;

(e) The sum of the following amounts does not exceed 12 percent of the total equalized value of taxable property within the City: (i) the equalized value of the taxable property to be added to the District and (ii) the value increment of all existing tax incremental districts in the City; and

(f) The percent of territory within the District which will be devoted to retail business at the end of the expenditure period is under 35%.

Section 5. Conformity with Master Plan. Based on the information set forth in the Project Plan Amendment, this Common Council hereby finds and determines that the Project Plan Amendment is in conformity with the master plan of the City.

Section 6. Amendment Date. The City of Kenosha hereby amends the District effective January 1, 2024.

Adopted this 15th day of April, 2024

ATTEST: _____
Michelle Nelson, City Clerk/Treasurer

APPROVE: _____
John M. Antaramian, Mayor

Drafted by: Quarles & Brady LLP

APPENDIX A

PROJECT PLAN AMENDMENT

(See attached)

EXHIBIT B

MAP

(See attached)

EXHIBIT C

LEGAL DESCRIPTION

(See attached)

RESOLUTION NO. _____

BY: CITY OF KENOSHA STANDING JOINT REVIEW BOARD #1

**A RESOLUTION OF THE JOINT REVIEW BOARD APPROVING PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT NO. 27 OF THE
CITY OF KENOSHA, WISCONSIN**

WHEREAS, on April 15, 2024, the Common Council of the City of Kenosha, Wisconsin (the "City") adopted a resolution (the "Resolution") approving a Project Plan Amendment (the "Project Plan Amendment") to Tax Incremental District No. 27 (the "District") of the City, pursuant to Section 66.1105(4)(h) of the Wisconsin Statutes;

WHEREAS this Joint Review Board, which was established pursuant to Section 66.1105(4m) of the Wisconsin Statutes, has reviewed the Resolution, the Project Plan Amendment, the project plan for the District, the information and projections provided by the City pursuant to Section 66.1105(4)(i) of the Wisconsin Statutes and the public record and planning documents relating to the District; and

WHEREAS this Joint Review Board has considered the criteria set forth in Section 66.1105(4m)(c)1. of the Wisconsin Statutes and has determined that:

- (a) The development expected in the District as a result of implementation of the Project Plan Amendment would not occur without the use of tax incremental financing;
- (b) The economic benefits of the District as measured by increased employment, business and personal income and property value, are sufficient to compensate for the cost of the improvements in the District, as amended; and
- (c) The benefits of the Project Plan Amendment outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing districts.

NOW, THEREFORE, BE IT RESOLVED that this Joint Review Board approves the Resolution and the Project Plan Amendment for Tax Increment District No. 27 of the City of Kenosha, Wisconsin.

Adopted this ____ day of ____, 2024.

Chairperson of the Joint Review Board

TID #27 PROJECT PLAN AMENDMENT

STATEMENT OF KIND, NUMBER AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR IMPROVEMENTS WITHIN THE DISTRICT AND A DETAILED LIST OF ESTIMATED PROJECT COSTS AND TIMING OF ESTIMATED PROJECTS TO BE COMPLETED

No changes to existing project plan as previously amended.

TERRITORY AMENDMENT

The City proposes to amend the boundaries of TID #27 to add territory to the District. Map 1 shows the current boundaries of TID #27 along with the proposed amended boundaries.

Wisconsin Statutes Section 66.1105(4)(h)2 provides authority for a City to amend the boundaries of an existing Tax Increment District for purposes of adding or subtracting territory up to a total of four (4) times during the life of the District.

The territory of TID #27 is amended to add the following parcels:

**12-223-31-405-001
12-223-31-405-002**

The parcels add a total acreage to TID #27 of 1.366 acres (59,494 sq. ft.) and have a current value of \$475,800. The added territory will be rezoned (see Map 3) to B-5 Downtown mixed-use district consistent with the current zoning ordinance and the Master Plan.

The boundary description for TID #27, as amended is as follows:

A part of the Northeast and Southeast Quarters of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter Section; thence west along and upon the North line of said Quarter Section and to a concrete monument at the west meander corner of said Southeast Quarter, which point is also the intersection of the easterly extension of the center line of 52nd Street with the East line of 6th Avenue; thence northerly along said East line to the intersection of said East line with the easterly extension of the North line of 52nd Street 33 feet, more or less; thence westerly along said North line and its easterly extension to the southwest corner of Block 85 of *Southport*, a plat of record on file in the Racine County land registry, which point is also the intersection of the North line of 52nd Street and the East line of 8th Avenue, 325 feet, more or less; thence northerly along the West line of said Block 85 to the intersection of said West line with the easterly extension of the North line of 51st Place 335 feet, more or less; thence westerly along said North line and its easterly and westerly extensions to the southeast corner of Block 83 of *Southport* which point is also the intersection of the westerly extension of said North line with the West line of 8th Avenue, 396 feet, more or less; thence southerly along said West line to the North line of 52nd Street 316 feet, more or less; thence westerly along said North line to its intersection with the West line of Sheridan Road 362 feet, more or less; thence southerly along said West line to the South line of 56th Street 1,428 feet, more or less; thence easterly along said South line to the southerly extension of the East line of 7th Avenue 683 feet, more or less; thence northerly along said East line and its southerly extension to the northwest

corner of Block 26 of *Southport*, which point is also the intersection of the East line of said 7th Avenue with the South line of 55th Street, 400 feet, more or less; thence easterly along said South line to the southwest corner of Lot 3 of *HarborPark*, a subdivision of record and on file in the Kenosha County land registry, which point is also the intersection of the South line of 55th Street and the East line of 5th Avenue, 700 feet, more or less; thence northerly along said East line to the North line of 54th Street 416 feet, more or less; thence westerly along and upon said North line to the East line of 6th Avenue 330 feet, more or less; thence northerly along said East line 415 feet, more or less, to the Point of Beginning; said Tax Incremental Financing District containing 35.47 Acres of land, more or less.

DESCRIPTION OF THE METHODS OF FINANCING, ALL ESTIMATED PROJECT COSTS, TIMING OF COSTS AND MONETARY OBLIGATIONS

No changes to existing project plan as previously amended.

AMENDED ECONOMIC FEASIBILITY STUDY

No changes to existing project plan as previously amended.

STATEMENT OF FINDINGS

The City finds as follows:

1. The City deems that the amendment of TID #27 to add territory to TID #27 in the City of Kenosha is in the public interest and for a proper public purpose.
2. The improvement of TID #27, as amended, is likely to significantly enhance the value of substantially all the other real property in TID #27.
3. TID #27, as amended, is contiguous and contains only whole units of property as are assessed for general tax purposes.
4. The equalized value of taxable property of the proposed additional territory to be added to TID #27 plus the value increment of all existing districts does not exceed 12% of the total equalized value of taxable property within the City.

The estimated equalized value of the taxable property that is to be added to TID #27 is \$475,800. When added to the 2023 value increment of all Kenosha TIDs of \$1,112,615,300, the total is \$1,113,091,100. The total divided by the 2023 total City of Kenosha equalized value of \$10,430,387,700 is 10.67%.

5. Map 4 shows the condition of the property in the amended TID#27. The City finds that not less than 50% of the area of real property in the amended TID#27 is a blighted area within the meaning of Section 66.1105(2)(ae)1 based on the following calculation:

Total Area of TID #27 as amended	18.631 acres
Total Blighted Area of TID #27, as amended	14.754 acres
Blighted Percentage of TID #27	79.19%

The City declares that TID #27, as amended, will remain a blighted area district.

6. This project plan amendment is feasible and in conformity with the Master Plan of the City.

CHANGES IN ZONING ORDINANCE, MASTER PLAN, MAP, BUILDING CODE AND CITY ORDINANCES

Other than as set forth herein, there are no changes to the City of Kenosha Zoning Ordinance, Master Plan, Map, Building Code or City Ordinances are anticipated to accommodate the activities planned for this project plan amendment. All City ordinances and code documents are readily available for public inspection and are incorporated herein by reference.

LIST OF ESTIMATED NON-PROJECT COSTS

There are no non-project costs.

STATEMENT OF THE PROPOSED METHOD FOR THE RELOCATION OF PERSONS TO BE DISPLACED

All individuals and businesses to be displaced because of the activities occurring within the district as a part of this project plan amendment will be provided assistance in conformance with Chapter 32, Wisconsin Statutes, and in conformance with any other state and federal rules and regulations as applicable.

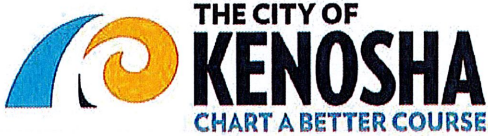
STATEMENT OF CONFORMITY TO CITY OF KENOSHA MASTER PLANS

The development of this project plan amendment conforms to the City of Kenosha's *Comprehensive Land Use Plan: 2035*, as amended. The *Comprehensive Land Use Plan: 2035* is incorporated herein by reference.

STATEMENT OF ORDERLY DEVELOPMENT

Based upon the feasibility analysis of the project plan amendment and the goals established for the City as a part of the *Comprehensive Land Use Plan: 2035*, as amended, the amendment of this Tax Incremental District promotes the orderly development of the City.

Opinion of the City Attorney



MATTHEW A. KNIGHT
City Attorney

March 13, 2024

Honorable Mayor
and Common Council
City of Kenosha
Kenosha, Wisconsin 53140

Re: Project Plan 3rd Amendment for Tax Incremental
District Number 27 [TIF District No. 27]

Dear Mayor and Members of the Common Council:

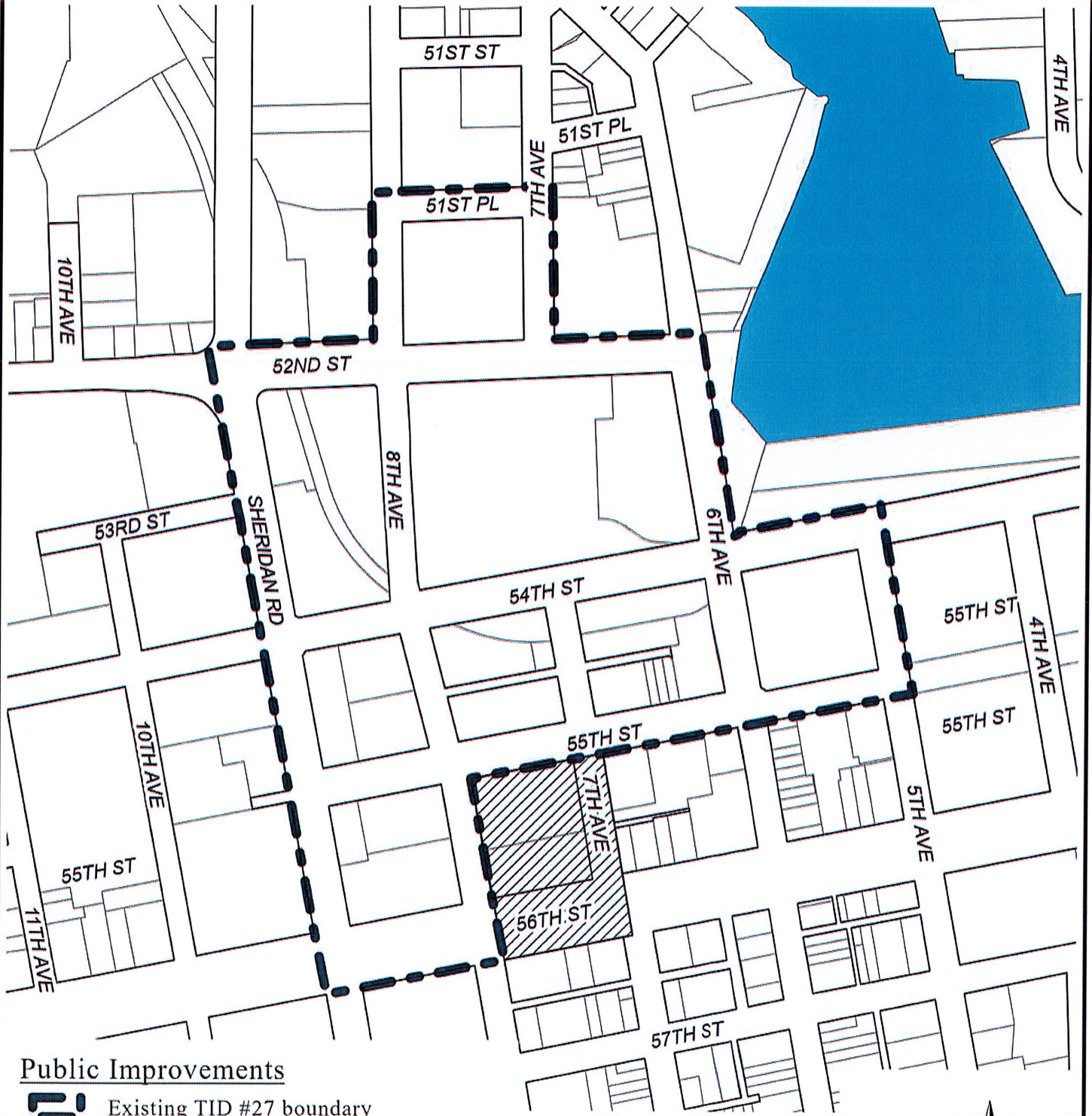
I have reviewed the above and conclude that it is complete and complies with Section 66.1105(4)(f), Wisconsin Statutes.

Respectfully submitted,



Matthew A. Knight
City Attorney

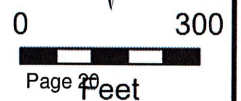
MAPS

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Public Improvements

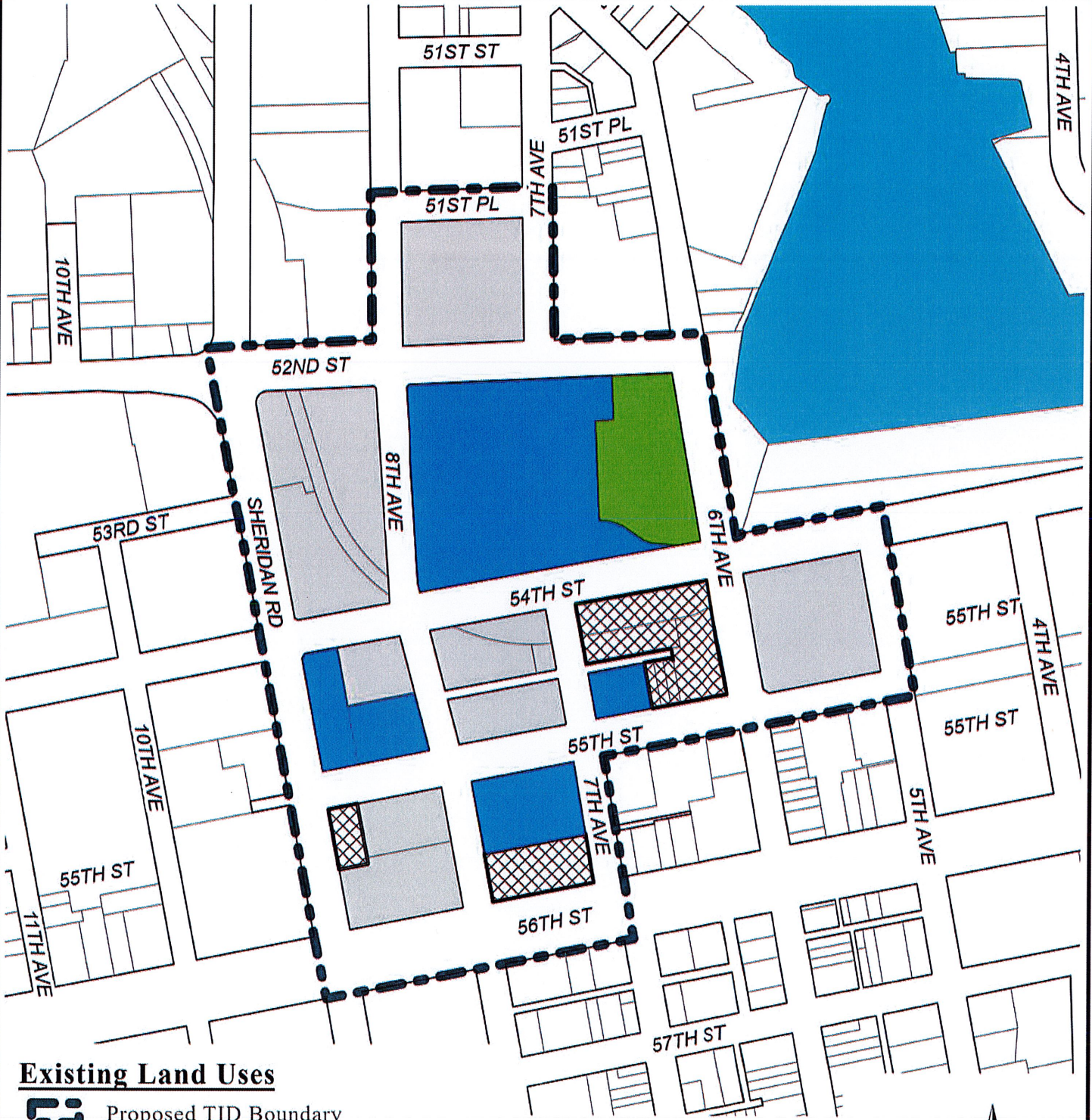
-  Existing TID #27 boundary
-  Area to be added








03/25/2024

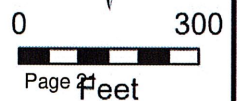
DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 13, 2024 ~ mc

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha

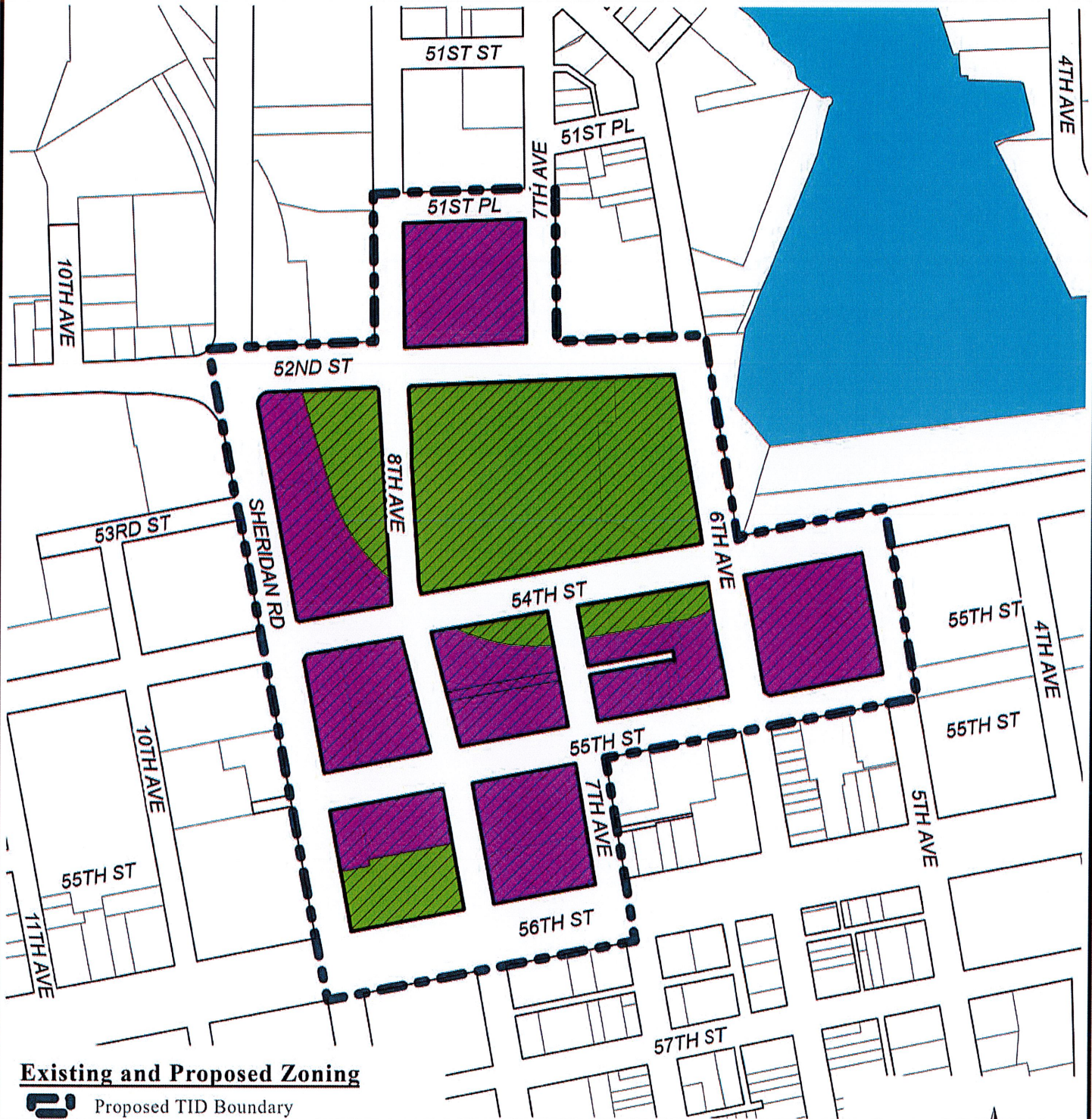


Existing Land Uses





-  Proposed TID Boundary
 -  Office
 -  Park
 -  Parking
 -  Vacant Land
- 03/25/2024



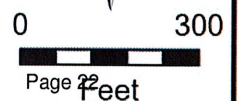
City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Existing and Proposed Zoning

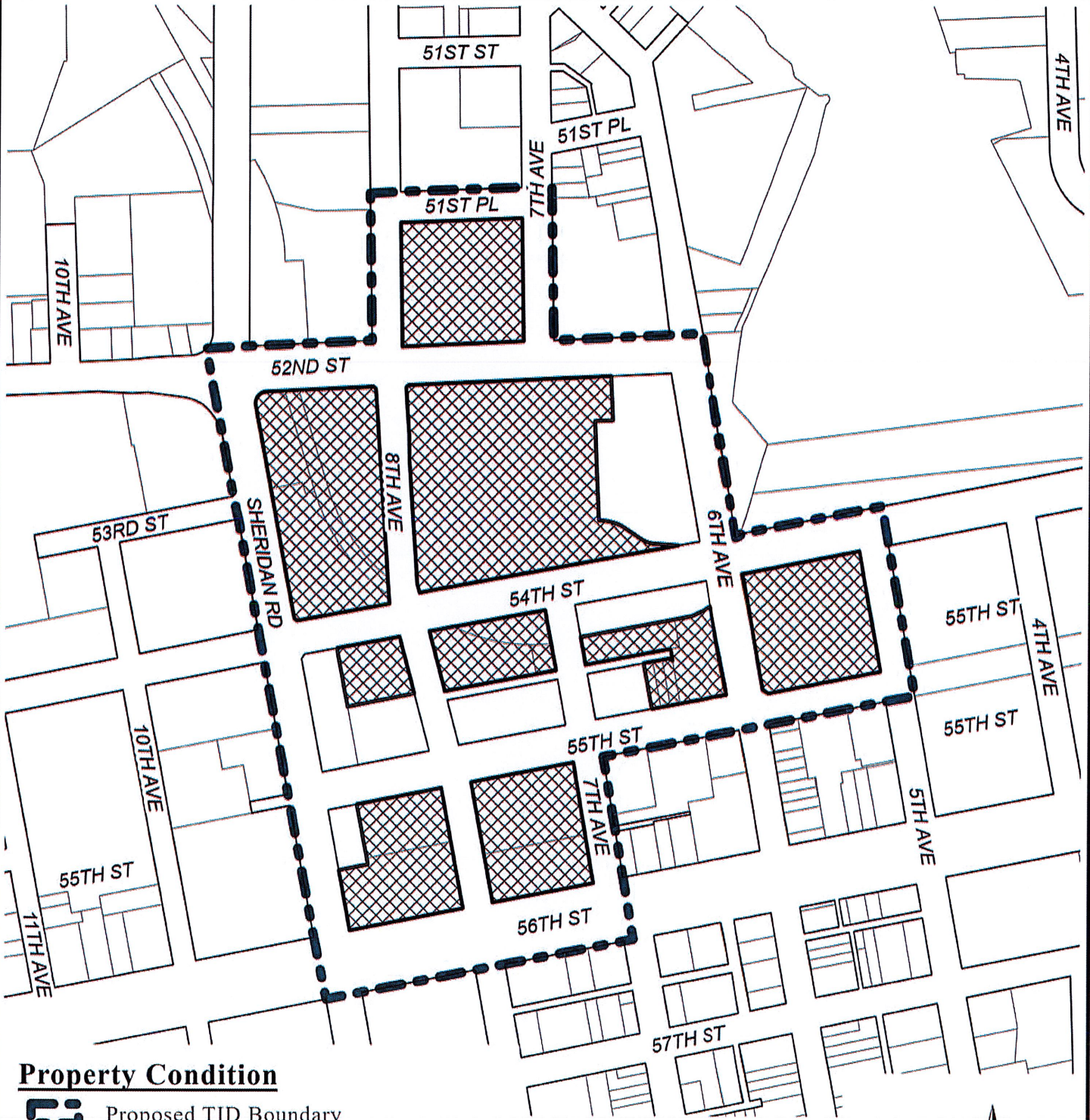
-  Proposed TID Boundary
- Existing Zoning**
-  B-3 Central Business District
-  IP Institutional Park
- Proposed Zoning**
-  B-5 Downtown Mixed Use

03/25/2024





DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ mc

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Property Condition

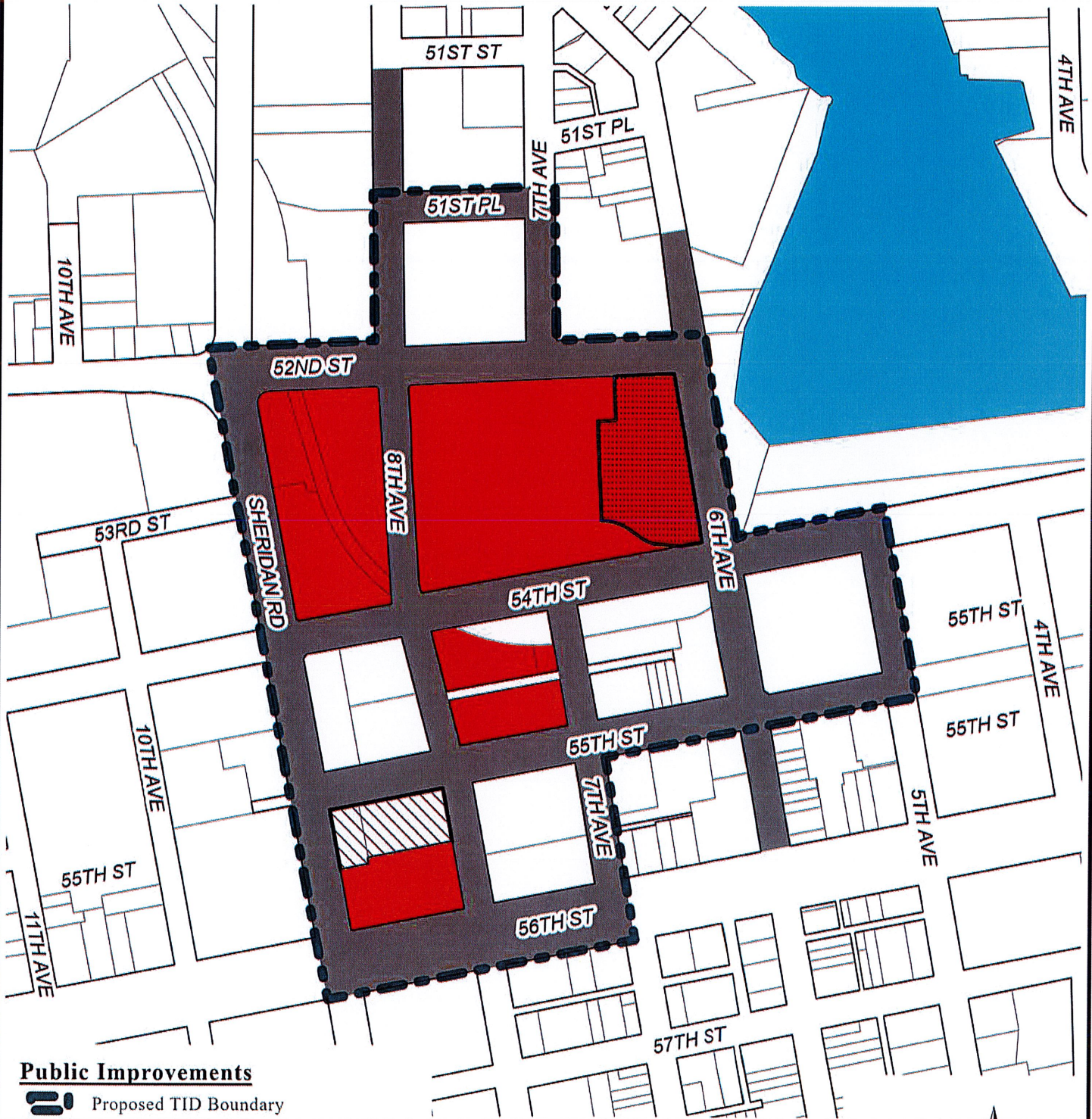
-  Proposed TID Boundary
-  Blighted








03/25/2024

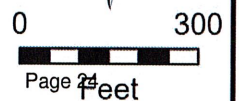
DCD - Community Development Division ~ TMC ~ RPS ~ February 26, 2024 ~ mc

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Public Improvements

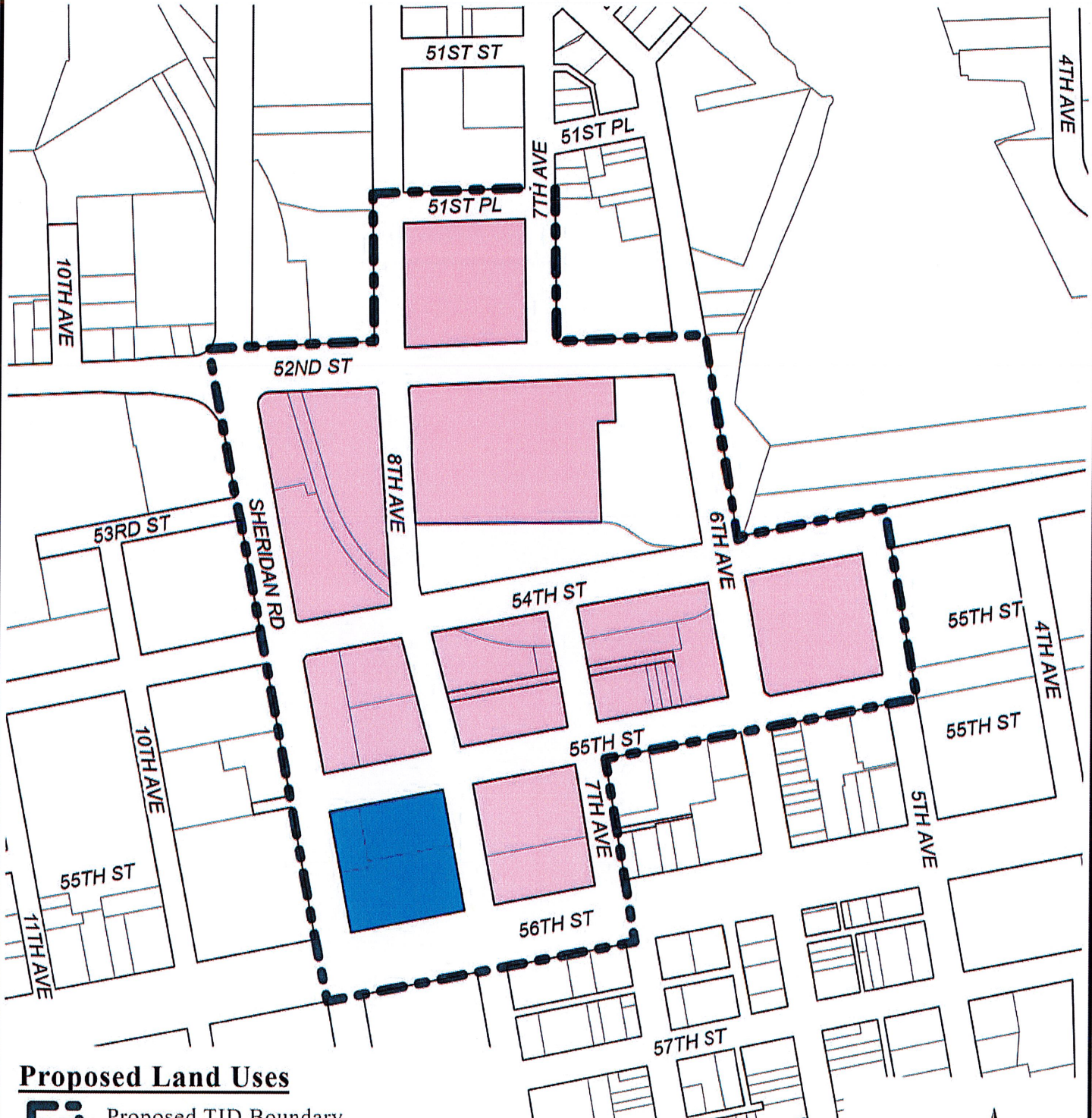
-  Proposed TID Boundary
-  Construction of Public Parking
-  Public Park, Stormwater, and Related Infrastructure Improvements
-  Demolition, Environmental Remediation and/or Site Preparation
-  ROW, Utility, Stormwater and Related Improvements






03/25/2024

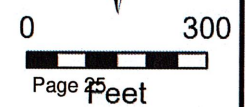
DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ nic

Proposed Amendment to
Tax Incremental District #27
for the City of Kenosha



Proposed Land Uses

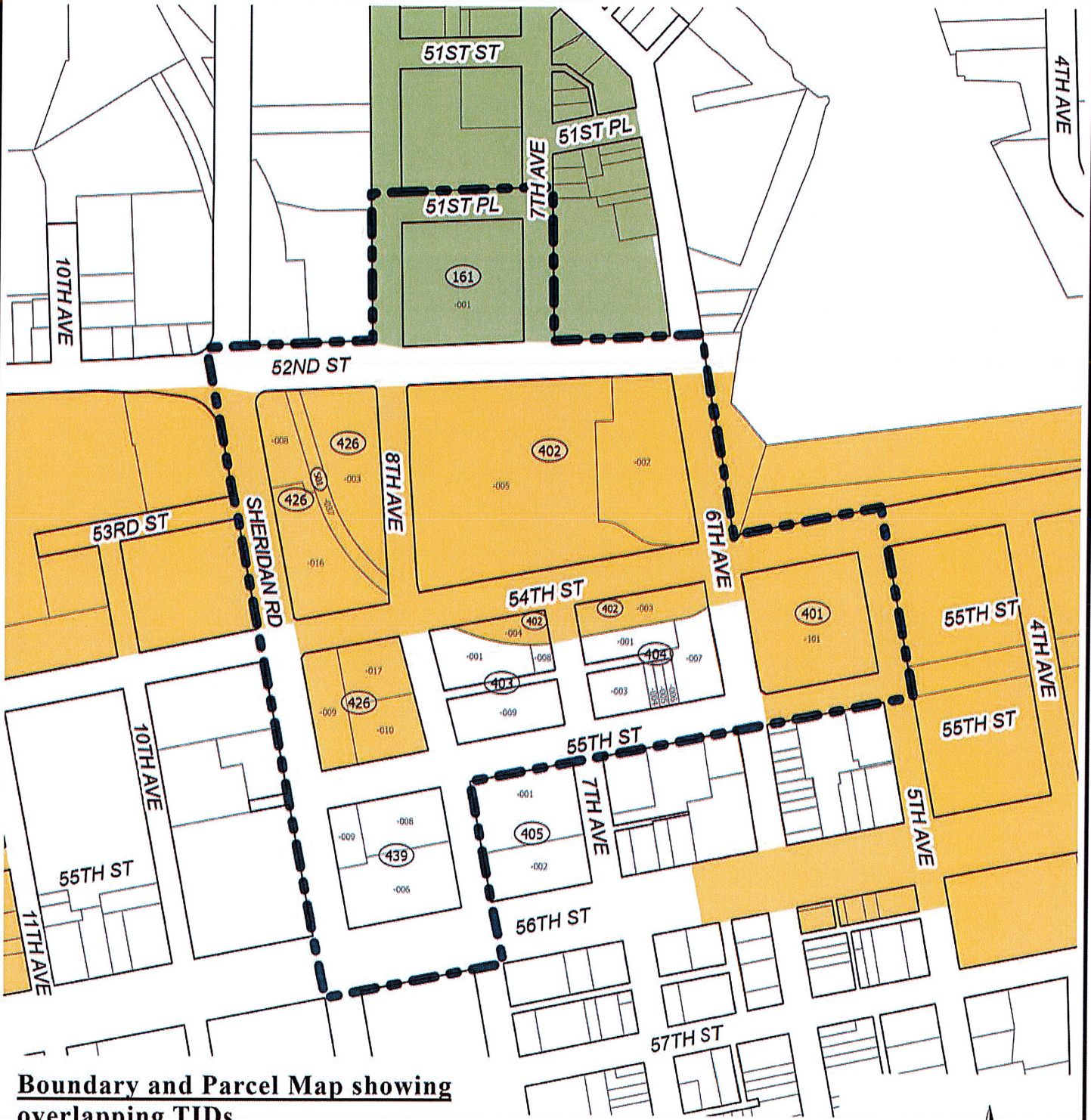
-  Proposed TID Boundary
-  Mixed Commercial / Residential
-  Government / Office






03/25/2024

DCD - Community Development Division - TMC - RPS - February 26, 2024 - mc

Existing Tax Incremental District #27 for the City of Kenosha



Boundary and Parcel Map showing overlapping TIDs

-  Existing TID #27 Boundary
-  Existing TID #4
-  Existing TID #6

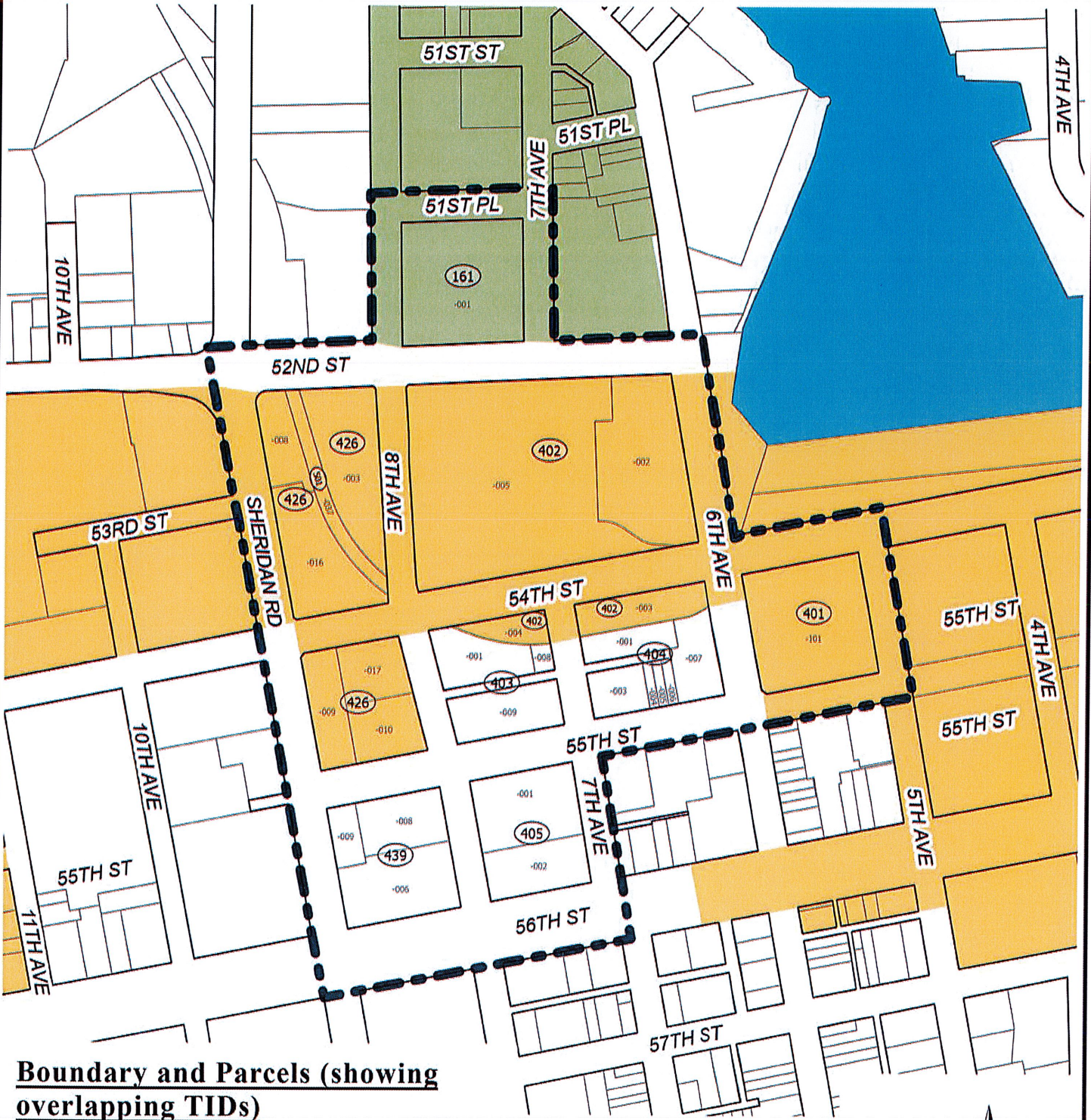
03/25/2024

DCD ~ Community Development Division ~ TMC ~ RPS ~ February 26, 2024 ~ mc





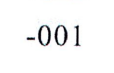


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Page 26 feet

City of Kenosha
 Proposed Amendment to
 Tax Incremental District #27
 for the City of Kenosha



Boundary and Parcels (showing overlapping TIDs)

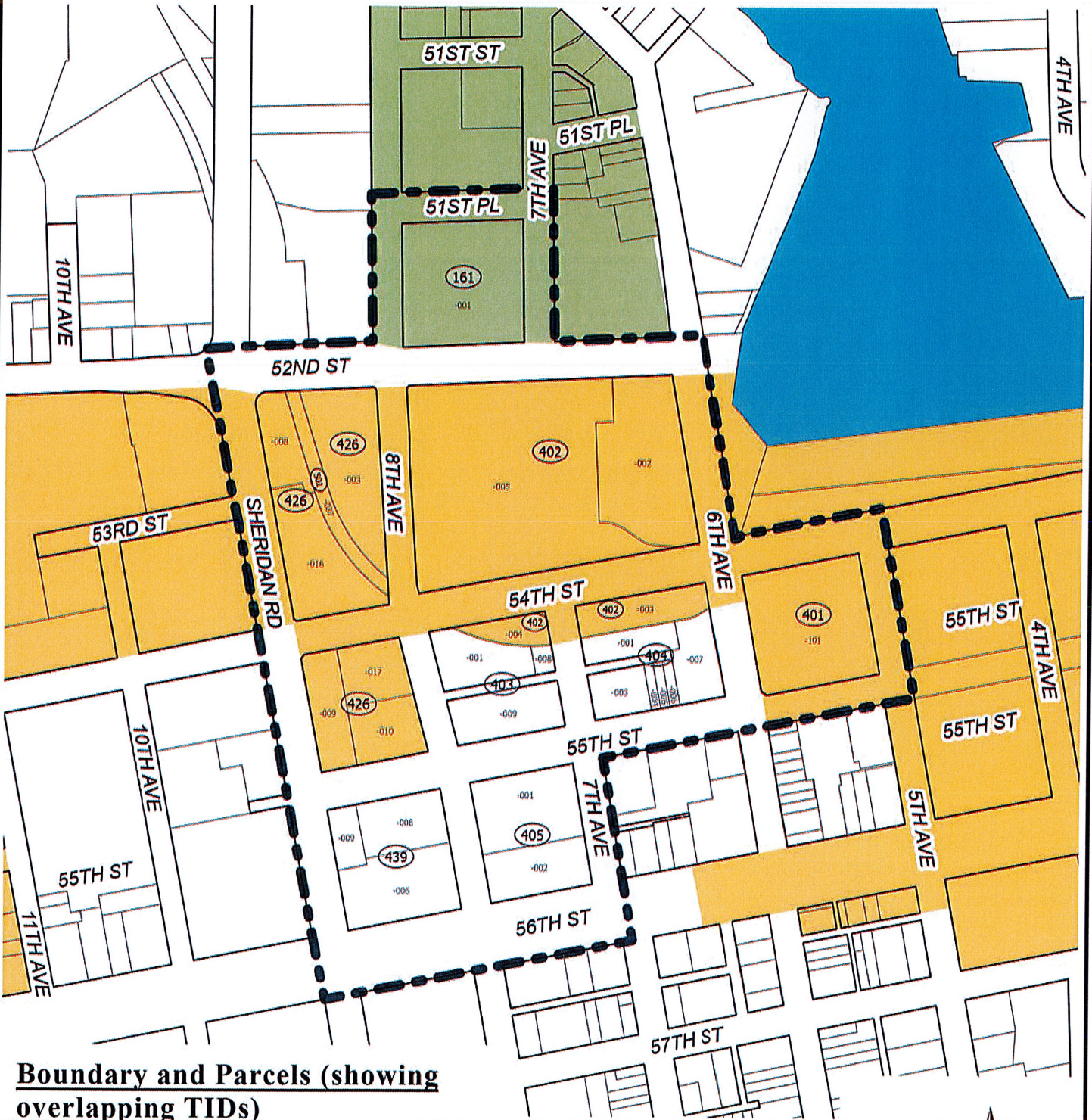
-  Proposed TID Boundary
-  Existing TID #4
-  Existing TID #6
-  Block ID Number
-  Parcel ID Number



03/25/2024

DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ mc

Proposed Amendment to
Tax Incremental District #27
for the City of Kenosha



Boundary and Parcels (showing overlapping TIDs)



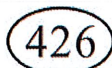
Proposed TID Boundary



Existing TID #4



Existing TID #6



Block ID Number

-001

Parcel ID Number

03/25/2024

DCDI ~ Community Development Division ~ TMC ~ RPS ~ February 21, 2024 ~ mc



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Page 27 feet

Exhibit C

Tax Incremental District #27, City of Kenosha, Wisconsin

Boundary Description

A part of the Northeast and Southeast Quarters of Section 31, Town 2 North, Range 23 East of the Fourth Principal Meridian lying and being in the City of Kenosha, Kenosha County, Wisconsin and being more particularly described as follows:

Commencing at the northeast corner of said Southeast Quarter Section; thence west along and upon the North line of said Quarter Section and to a concrete monument at the west meander corner of said Southeast Quarter, which point is also the intersection of the easterly extension of the center line of 52nd Street with the East line of 6th Avenue; thence northerly along said East line to the intersection of said East line with the easterly extension of the North line of 52nd Street 33 feet, more or less; thence westerly along said North line and its easterly extension to the southwest corner of Block 85 of *Southport*, a plat of record on file in the Racine County land registry, which point is also the intersection of the North line of 52nd Street and the East line of 8th Avenue, 325 feet, more or less; thence northerly along the West line of said Block 85 to the intersection of said West line with the easterly extension of the North line of 51st Place 335 feet, more or less; thence westerly along said North line and its easterly and westerly extensions to the southeast corner of Block 83 of *Southport* which point is also the intersection of the westerly extension of said North line with the West line of 8th Avenue, 396 feet, more or less; thence southerly along said West line to the North line of 52nd Street 316 feet, more or less; thence westerly along said North line to its intersection with the West line of Sheridan Road 362 feet, more or less; thence southerly along said West line to the South line of 56th Street 1,428 feet, more or less; thence easterly along said South line to the southerly extension of the East line of 7th Avenue 683 feet, more or less; thence northerly along said East line and its southerly extension to the northwest corner of Block 26 of *Southport*, which point is also the intersection of the East line of said 7th Avenue with the South line of 55th Street, 400 feet, more or less; thence easterly along said South line to the southwest corner of Lot 3 of *HarborPark*, a subdivision of record and on file in the Kenosha County land registry, which point is also the intersection of the South line of 55th Street and the East line of 5th Avenue, 700 feet, more or less; thence northerly along said East line to the North line of 54th Street 416 feet, more or less; thence westerly along and upon said North line to the East line of 6th Avenue 330 feet, more or less; thence northerly along said East line 415 feet, more or less, to the Point of Beginning; said Tax Incremental Financing District containing 35.47 Acres of land, more or less.

RESOLUTION _____

SPONSOR: MAYOR

**TO TRANSFER FUNDS WITHIN ESTABLISHED PRIMARY USES REGARDING
THE CITY OF KENOSHA, WISCONSIN'S ALLOTMENT OF LOCAL FISCAL
RECOVERY FUNDS THROUGH THE AMERICAN RESCUE PLAN ACT**

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of 2021 (ARPA), which provides fiscal relief funds to State and Local Governments, and other program areas aimed at mitigating the continuing effects of the COVID-19 Pandemic; and,

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and,

WHEREAS, ARPA includes State and Local Fiscal Recovery Funds to support urgent COVID response efforts to decrease the spread of the virus; to replace lost public sector revenue to strengthen support for vital public services; to support immediate economic stabilization for household and businesses; and to address systemic public health and economic challenges that have contributed to unequal impacts of the pandemic on certain populations; and,

WHEREAS, on May 20, 2021, the United States Department of Treasury deposited with the City of Kenosha, the City's first tranche of funds, which is thirteen million, two hundred forty-four thousand, two hundred seventy-one and 50/100 Dollars (\$13,244,271.50); and,

WHEREAS, on June 9, 2022, the United States Department of Treasury deposited with the City of Kenosha, the City's second tranche of funds, which is Thirteen Million, Two Hundred Forty-Four Thousand, Two Hundred Seventy-One and 50/100 Dollars (\$13,244,271.50); and,

WHEREAS, to be eligible for ARPA funding, costs generally must be encumbered, incurred, or spent between March 3, 2021 and December 31, 2024, and the City will be required to provide quarterly expenditure reports and annual recovery plan performance reports; and,

WHEREAS, this Resolution is intended as a statement of intent of the Common Council to expend a portion of the City's ARPA funds in accordance with Federal Law and guidance, for the current needs and priorities as set forth in the attached Exhibit.

WHEREAS, on October 18, 2021, the Common Council adopted Resolution 145-21; and

WHEREAS, Resolution 145-21 was amended by Common Council Resolution 156-21, Resolution 42-22, Resolution 80-22 and Resolution 140-22, and Resolution 104-23, as were adopted by the Common Council are hereinafter collectively designated as "ARPA Resolutions"; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the Brown Bank (Kenosha Emerging Leaders Academy) Remodel project and to provide operational cost for the first two years, Economic Development/Infrastructure, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the K-8 Uptown Library project, Education and Job Training, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the City of Kenosha Website redesign project to include AI and second language features and upgraded security, Cybersecurity/Infrastructure, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to transfer funds within the ARPA Resolutions for the Affordable Housing Rehab Grant Program to the Revitalization of the Lincoln Park Basketball Courts project that will include a handicap accessible court, Economic Development/Infrastructure and Housing, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

WHEREAS, it is desirable to utilize ARPA interest income to fund the Affordable Housing Rehab Grant Program, Housing, as outlined in Exhibit 1 attached hereto, and incorporated herewith; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council for the City of Kenosha that there be a transfer of funds within the special revenue and general fund in the amounts and for the purposes identified in Exhibit 1.

Adopted this ____ day of April, 2024.

ATTEST: _____
MICHELLE L. NELSON, City Clerk/Treasurer

Date: _____

APPROVED: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

Drafted By:

John W. Morrissey
City Administrator

Exhibit 1

Item	Original Amount Available	New Amount	Change	Category	Description
Affordable Housing Rehab Program	\$876,828.81		-\$180,000 -\$148,000 -\$357,645.07 -\$191,183.74	Economic Development	New program to assist in rehab of properties that have been issued repair orders from the City
Lincoln Park Basketball Revitalization Project to include a handicapped court		\$180,000	+\$180,000	Lost Revenue/ Infrastructure	The City will be revitalizing a basketball court for a low income neighborhood. There will be an addition of a handicap court as well as lighting and security.
Website Redesign to include AI function and second language and security upgrade		\$148,000	+\$148,000	Broadband/ Infrastructure	This will upgrade the current website to include AI functions and to add a second language component and to add upgraded cyber-security features
Brown Bank Programming (Kenosha Emerging Leaders Academy)		\$357,645.07	+\$357,645.07	Education / Job Training	The City is working with four colleges and universities, and three community partners to provide programs in youth leadership, financial literacy, job readiness, soft skills, and to assist young people in identifying educational and career options.
Library K-8 Uptown		\$191,183.74	+\$191,183.74	Education/Job Training Infrastructure	Funding to build a children's library to teach reading skills to young people in the neighborhood
Affordable Housing Rehab Program		\$850,000	+\$850,000	Economic Development	New program to assist in rehab of properties that have been issued repair orders from the City. ARPA Interest transfer to program.

RESOLUTION _____

PRINCIPAL SPONSOR: MAYOR JOHN ANTARAMIAN

FINDING A PUBLIC PURPOSE IN THE SALE OF THE ALFORD BUILDING

WHEREAS, the Alford Building, 702 58th Street, stands in poor condition; and

WHEREAS, the City owns the Alford Building, and is seeking to improve the lot it stands on;
and

WHEREAS, funding such improvements could cost upwards of four million dollars to bring it into compliance with building and property codes; and

WHEREAS, if the City were to improve the property itself, the taxpayers would have to foot this bill; and

WHEREAS, the City has been unable to effectuate these improvements; and

WHEREAS, a developer is interested in the Alford Building, and is willing to improve the Alford Building at its own cost; and

WHEREAS, this would provide a great benefit to the community.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council for the City of Kenosha, Wisconsin, that the Mayor has the authority to sign the attached option to purchase.

BE IT FURTHER RESOLVED, that this sale furthers significant public purposes, including, but not limited to, the elimination of blight, abatement of a public nuisance, furthering the community’s economic interests, elimination of unsafe and unsanitary property, rehabilitating the downtown area, increasing the tax base, and creating jobs.

Adopted this _____ day of _____, 2024.

ATTEST: _____
MICHELLE NELSON, City Clerk-Treasurer

Date: _____

APPROVED: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

Drafted By:

BRYAN CHARBOGIAN
DEPUTY CITY ATTORNEY
CITY ATTORNEY’S OFFICE

EXHIBIT

OPTION TO PURCHASE

ALFORD BUILDING PROJECT

Tax Key: 12-223-31-478-007

THIS OPTION TO PURCHASE (“**Agreement**”) is entered into this 15th day of April, 2024 (the “**Effective Date**”) by and between the City of Kenosha (“**City**”) and Public Food Markets, Inc., (“**Public Food Markets**”).

RECITALS

- A. City owns real property located at 702-714 58th Street, in the City of Kenosha, Wisconsin (“**Property**”).
- B. Public Food Markets desire to acquire the Property and develop a food educational center and community grocery store. (“**Project**”).
- C. City has demonstrated that it is amenable to the Project.

AGREEMENT

For and in consideration of the sum of Two Hundred and Eighty Five Thousand (\$285,000.00) dollars the City does hereby grant unto the Public Food Markets an option to purchase the Property on the following terms and conditions:

1. **Purpose.** Subject to the conditions herein, this “Option” is granted for the purpose of granting the exclusive right to Public Food Markets to purchase the Property in order to construct the Project. From and after the Effective Date, and until this Agreement is terminated, City shall not enter into any new contracts or agreements relating to the Property, including without limitation, mortgages or other instruments that encumber the Property, leases, options, rights of first refusal, or any other agreement that impairs Public Food Markets’ exclusive right to purchase the Property.
2. **Terms.** The Parties agree that the purchase price for the Property shall be an amount equal to \$285,000.00 (the “**Purchase Price**”). All terms and obligations for the sale of the Property are subject to negotiations satisfactory to the Parties including, but not limited to, (1) City approval of the aesthetics of the design, (2) environmental approvals, (3) indemnification obligations, (4) the parties’ respective duties and obligations, and (5) any contingencies to be set forth in a mutually agreeable purchase and sale agreement to be executed by the parties at a future date.

The Purchase Price Shall be evidenced by a sellers’ promissory note issued by Public Food Markets to the City (the “**Note**”). The Note shall not accrue interest. The Note shall include a provision that the City will forgive the Note in the event Public Food Markets spend at least \$1,000,000 in structural improvements of the building on the Property within the first twelve (12) months following the actual purchase.

4. **Option Period.** This Option shall commence on the Effective Date and, unless terminated by mutual agreement, shall continue in effect for a period of nine (9) months after the approval of this Option. Notwithstanding the foregoing, the Option period is anticipated to expire by January 8, 2025. After this period, Public Food Markets may request an additional extension up to six (6) months under the same terms of this Agreement. Should the Public Food Markets fail to exercise its option before the expiration of the Option period, this Option shall be null and void and neither party shall have any further obligation hereunder.

5. **Termination Right.** The Public Food Markets shall have the sole and exclusive right to terminate this Option at any time, without any cost or liability to the Public Food Markets, upon ten (10) days prior written notice to the City.

6. **City’s Warranties and Representations.** City hereby makes the following warranties and representations with respect to the Property:
 - a. City has the full power and authority to enter into this Option.
 - b. To the best of City’s current and actual knowledge, City has not received, and City has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. City has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
 - c. To the best of City’s current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and City is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.

7. **Right of Inspection.** During the term of this Agreement, the Public Food Markets will be able to inspect the Property. Prior to inspecting the Property, any individual must sign necessary waivers provided by the Office of the City Attorney.

8. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by overnight commercial courier and addressed:

To the City:	Director of City Development Municipal Building, Room 308 625 52 nd Street Kenosha, WI 53140
--------------	--

With copies to:	City Clerk/Treasurer Municipal Building, Room 105 625 52 nd Street Kenosha, WI 53140
-----------------	--

Office of the City Attorney
Municipal Building, Room 201
625 52nd Street
Kenosha, WI 53140

To Public Food Markets:	Public Food Markets, Inc. 6633 Green Bay Road Kenosha, WI 53142 Attn: J. Michael McTernan
-------------------------	--

[SIGNATURE PAGES FOLLOW]

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
MICHELLE L. NELSON,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024, the abovementioned John M. Antaramian and Michelle L. Nelson to me known to be the Mayor and City Clerk/Treasurer of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

PUBLIC FOOD MARKETS, INC.

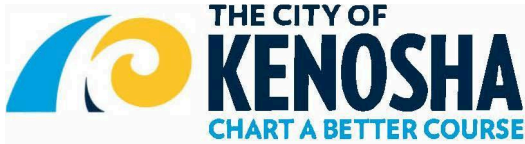
BY: _____
J. MICHAEL MCTERNAN, President

Date: _____

STATE OF _____)
) ss.
CITY OF _____)

Personally came before me this _____ day of _____, 2024, _____, to me known to be the person who executed the above and foregoing Option.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____



CITY DEVELOPMENT

MEMO

TO: Alderman Eric Haugaard, Chairman, Parks Commission
Members of Parks Commission

FROM: Mike Maki, AICP, Sr. Community Development Specialist, City Development *MM*

RE: Change Order 1 for Project 22-1424 Southport Beach House, Phase 4 Interior Renovations
(7835 Third Avenue). (District 3)

DATE: Apr 3, 2024

Background Information

The attached change order request pertains to an increase in the contract price and an extension of the contract period for Project No. 22-1424, Southport Beach House, Phase 4 Interior Renovations.

This change is for two changer orders submitted by the contractor, Berglund Construction. The first change order is for permit fees that were not originally part of the contract. The second changer order is for new window cages to help protect the newly installed ballroom windows.

The change order reflects a contract price increase of \$20,000, which is within budgeted funds for the project.

Please contact Mike Maki at mmaki@kenosha.org if you have any questions.

Recommendation: Staff recommends approval of the change order to extend the contract period and to increase the contract price.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Southport Beach House, Phase 4 Interior Renovations

Project Number: 22-1424

C.I.P. Line Item: PK-18006

Purchase Order #: 220839

Contractor: Berglund Construction Company

Public Works Committee Action: 4/08/2024

Finance Committee: 4/15/2024

Date of Common Council Action: 4/15/2024

City and contractor agree that the above contract is amended by **increasing** the amount of the contract by **\$20,000 (\$18,55724 for change orders and an additional \$1,442.76 for contingency)** from **\$389,950.00** to **\$409,950**. This amendment shall have the effect of **increasing** the date of project completion to **May 31, 2024**. This amendment is needed for additional permit costs and window grate alterations.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE



March 18th, 2024

PCO # 11 – REFURBISH WINDOW GRATES

PCO TYPE: OWNER CHANGE (“99”)

To: Mr. Mike Maki
 City of Kenosha, Wisconsin
 625 52nd Street, Room 308
 Kenosha, WI 53140
 Phone: 262-653-4038
 E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 4
 Kenosha, WI

BCC PROJECT #: 122023-
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Refurbish, repair, repaint, and install seven existing metal window grates. The proposal includes creating new openings in grates and installing polycarbonate panels. Includes a credit to omit interior window screening and install aluminum mesh screening in the metal window grates.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Refurbish Grates	Includes screening	\$ 19,399.00
2	Omit Interior Screening	(Credit)	(\$ 6,974.00)
3	Markup		\$ 1,242.50
3	Insurance and Bond		\$ 343.74

REQUEST FOR CHANGE ORDER TOTAL: \$ 14,011.24

BERGLUND CONSTRUCTION COMPANY	ENGBERG ANDERSON	<i>Authorized:</i> CITY OF KENOSHA
By: _____	By: _____	By: _____
Printed Name: John Padberg	Printed Name: _____	Printed Name: _____
Title: Project Executive	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Chris Byers

From: Alex Schwanke <a.schwanke@duwemetal.com>
Sent: Tuesday, January 30, 2024 11:40 AM
To: Chris Byers
Subject: RE: window grates

Hi Chris,

Our Price to repair and modify (7) window grates is \$6,802.00.

**Delivery
\$300**

Tax and delivery are not included.

In this case I am thinking making new ones might be a better option for longevity.

That price is \$8,388.00.

Tax and delivery are not included. These will be powder coated.

Feel free to call with any questions.

Kind regards,

Al Schwanke

Estimator/PM

O: (262) 781-5775

M: (262) 470-9413

a.schwanke@duwemetal.com



Certified Disadvantaged Business (DBE)
Certified Woman-Owned Business (WBE)



From: Chris Byers <cbyers@berglundco.com>
Sent: Monday, January 22, 2024 8:26 AM
To: Alex Schwanke <a.schwanke@duwemetal.com>
Subject: RE: window grates

Hi Al,

The City of Kenosha has some new ideas for the window grates. Please take a look at the attached and let me know if you have questions.

Thanks,

Chris Byers

Project Manager

BERGLUND CONSTRUCTION

berglundco.com

M: [262-483-6180](tel:262-483-6180)



**W227 N4755 Duplainville Road
Pewaukee, WI 53072
Ph: (262) 650-7200
Fx: (262) 650-7210**

To: Berglund Construction
Attn: Chris Byers
Re: Southport Beach House

Date: 2.28.2024

Metal grillwork with plexiglass insert with screening material where area that don't revived the Plexiglass. Screening will be aluminum mesh.

Final Price: \$9897

If interior screen isn't required, please deduct \$6,974 to the final price.

Please add \$2,400 for installation

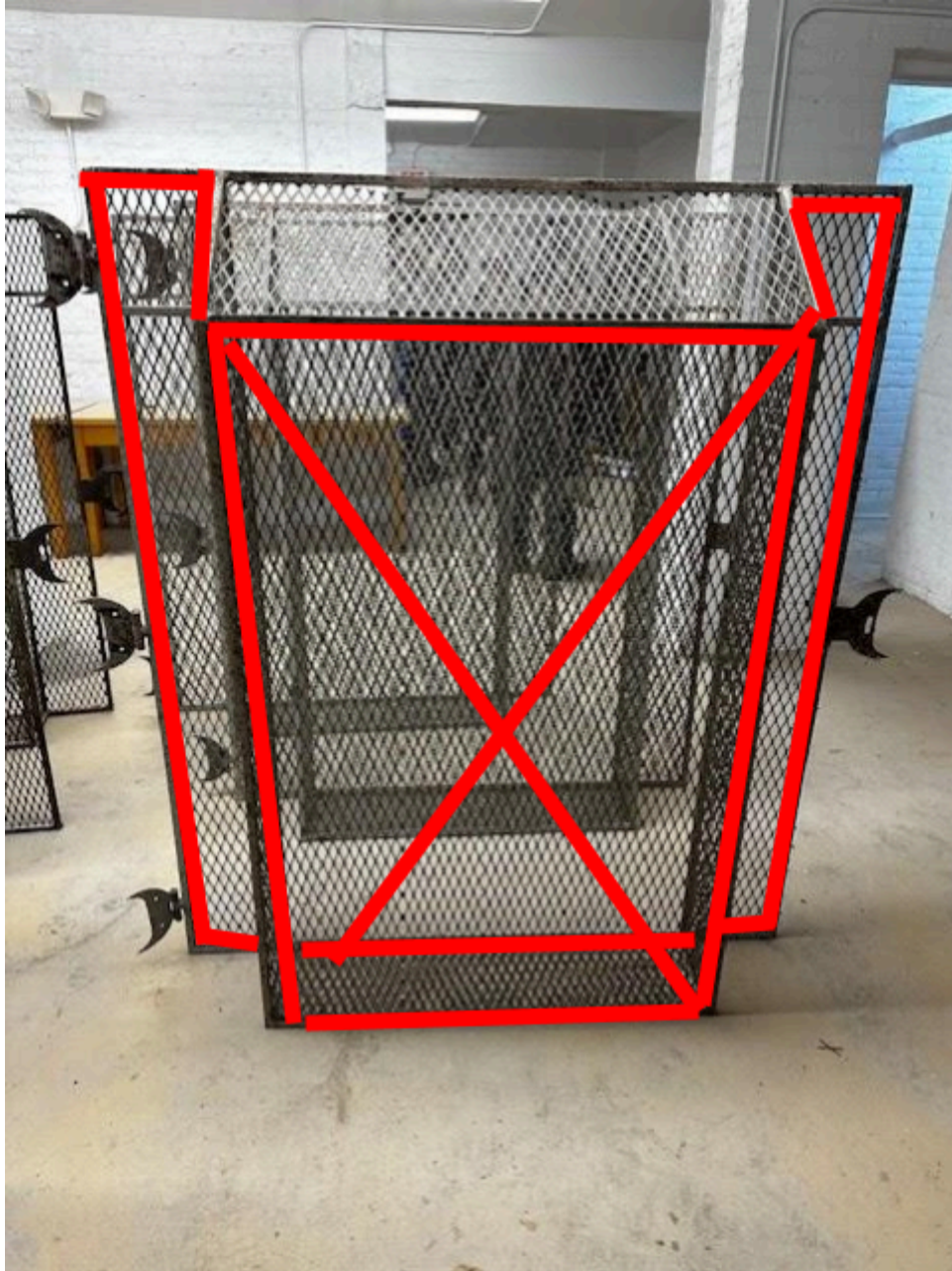
Qualifications: Make sure that there is adequate anchoring to support metal grill if KD glass is going to install

Respectfully Submitted,

Matt Longley
Project Manager

Existing Window Grills





Modified Grills



October 26th, 2023

PCO # 10 – ALTERATION PERMIT

PCO TYPE: OWNER CHANGE (“99”)

To: Mr. Mike Maki
City of Kenosha, Wisconsin
625 52nd Street, Room 308
Kenosha, WI 53140
Phone: 262-653-4038
E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 4
Kenosha, WI

BCC PROJECT #: 122023-
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Provide alteration permit.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

CO Item #	CO Item Description	CO Item Notes	Subtotal
1	Alteration Permit		\$ 2,746.00
2	Markup		\$ 0.00
3	Insurance and Bond		\$ 0.00

REQUEST FOR CHANGE ORDER TOTAL: \$ 2,746.00

BERGLUND CONSTRUCTION COMPANY	ENGBERG ANDERSON	<i>Authorized:</i> CITY OF KENOSHA
By: _____	By: _____	By: _____
Printed Name: John Padberg	Printed Name: _____	Printed Name: _____
Title: Project Executive	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

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

PHONE: 262.653.4263 • FAX: 262.653.4254

COMMERCIAL ALTERATION PERMIT# 195953

BERGLUND CONSTRUCTION
1650 MILLER PARK WAY
MILWAUKEE, WI 53214

Contractor Type:
License #
Phone: 262.483.6180

PROJECT INFORMATION

PROPERTY OWNER/PROJECT NAME:

CITY OF KENOSHA
625 52ND STREET ROOM 308
KENOSHA, WI 53140
262.653.4038

Project Address: 7501 2ND AVENUE

Business Name:

Parcel No.: 06-123-08-226-001

Date Issued: 03/24/23

Construction Type: EXISTING BUILDING

Total Permit Fee: \$2,746.00

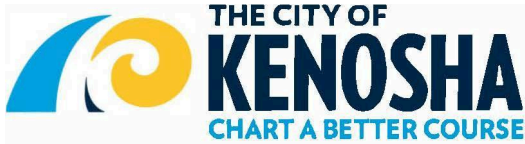
Receipt Number: 33121

Paid by: BERGLUND

- **Work must begin within sixty (60) days.**
- **Work must be complete on one-family, two-family and multi-family new dwellings within one (1) year.**
- **Work must be complete on residential additions, residential alterations, electric, plumbing, HVAC, and accessory buildings within six (6) months.**
- **Work must be complete on new construction or additions to public buildings within two (2) years.**
- **Fence installation shall be completed within one-hundred and eighty (180) days from issuance of permit.**

----- DUPLICATE COPY -----

THIS PERMIT MUST BE POSTED AS TO BE VISIBLE FROM THE STREET



CITY DEVELOPMENT

MEMO

TO: Alderman Eric Haugaard, Chairman, Parks Commission
Members of Parks Commission

FROM: Mike Maki, AICP, Sr. Community Development Specialist, City Development *MM*

RE: Change Order 1 for Project 23-1424 Southport Beach House, Phase 5 Exterior Renovations
(7835 Third Avenue). (District 3)

DATE: Apr 3, 2024

Background Information

The attached change order request pertains to an increase in the contract price and an extension of the contract period for Project No. 23-1424, Southport Beach House, Phase 5 Exterior Renovations.

This change is for a change order for replacement of concrete coping blocks on top of the two courtyard walls. The base bid anticipated that only one-half of the coping blocks would need to be replaced. After removal by the contractor, almost all will be required to be replaced. New limestone pieces are slightly more expensive than pre-cast concrete, so it is being recommended to replace with limestone.

The change order reflects a contract price increase of \$7,000, which is within budgeted funds for the project.

Please contact Mike Maki at mmaki@kenosha.org if you have any questions.

Recommendation: Staff recommends approval of the change order to extend the contract period and to increase the contract price.

THE CITY OF KENOSHA

CHANGE ORDER

Project Name: Southport Beach House, Phase 5 Exterior Renovations

Project Number: 23-1424

C.I.P. Line Item: PK-18006

Purchase Order #: 230870

Contractor: Berglund Construction Company

Public Works Committee Action: 4/08/2024

Finance Committee: 4/15/2024

Date of Common Council Action: 4/15/2024

City and contractor agree that the above contract is amended by **increasing** the amount of the contract by **\$7,000 (\$4,865.87 for change orders and an additional \$2,134.13 for contingency)** from **\$500,000.00** to **\$507,000**. This amendment shall have the effect of **increasing** the date of project completion to **June 30, 2024**. This amendment is needed to fully fund concrete step repairs after a change order for limestone wall coping.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

DATE

DATE



February 27th, 2024

PCO # 01 – COPING CAP REPLACEMENT

PCO TYPE: OWNER CHANGE ("99")

To: Mr. Mike Maki
City of Kenosha, Wisconsin
625 52nd Street, Room 308
Kenosha, WI 53140
Phone: 262-653-4038
E-mail: mmaki@kenosha.org

RE: Southport Beach House Phase 5
Kenosha, WI

BCC PROJECT #: 123021
ARCHITECT PROJECT #: N/A

Dear Mr. Maki:

We are pleased to submit our proposal to complete the following work:

Provide all new limestone wall coping caps to replace all existing copings.

SCHEDULE DELAYS/ADDITIONAL DAYS TO CONTRACT TIME: 0

BERGLUND & SUBCONTRACTOR WORK:

Table with 4 columns: CO Item #, CO Item Description, CO Item Notes, Subtotal. Rows include Limestone Coping Caps, Markup, and Insurance and Bond.

REQUEST FOR CHANGE ORDER TOTAL: \$ 4,865.87

BERGLUND CONSTRUCTION COMPANY

ENGBERG ANDERSON

Authorized: CITY OF KENOSHA

By: [Signature]

By: [Signature]

By: Michael Maki

Printed Name: John Padberg

Printed Name:

Printed Name: Michael Maki

Title: Project Executive

Title: PM

Title: City Project Manager

Date:

Date: 02.27.24

Date: 02/29/2024



Gary Galassi
Stone & Steel

44 E. Devonwood Ave.
Romeoville, IL 60446
Ph: 815-886-3906 Fax: 815-886-4461
www.ggsas.com

Proposal # 24-061 Berglund

February 5, 2024

John McHugh
773-449-2205
jmchugh@berglundco.com

Southport Beach House
Kenosha, WI

Indiana Limestone: *Standard Buff*

(1)	120'-0" x 1'-4" x 3 3/8"	Wall Coping – smooth	\$5,130.00
(2)	3'-4" x 1'-4" x 3 3/8"	Ramped Coping – smooth	\$2,250.00

Sub Total:	\$7,380.00
Shipping:	\$ 750.00
<u>Field Measure</u>	<u>\$ 500.00</u>
Total:	\$8,630.00

*Tax Exempt w/ certificate

TERMS AND CONDITIONS

Seller shall not be bound by any document other than the Agreement and any schedules attached thereto.

Acceptance of proposal requires signature below. Proposal good for 180 days.

A 50% deposit is due prior to shop drawings or stone fabrication.

Pricing above includes one set of shop drawings, where applicable. Production of stone will be scheduled once the customer approves the shop drawings and proposals in writing. Shop drawings will begin once the proposal is approved in writing, unless the customer pays for shop drawings in advance.

Seller shall perform all Work in accordance with this Agreement.

Seller shall complete its work under this Agreement. If Seller fails to prosecute the Work diligently and properly, under the terms of this Agreement, Seller must be given written notice 72 hours before any such action can be implemented, and such notice must detail the reason(s) therefor. Furthermore, if Seller is making all reasonable and diligent efforts to correct the circumstance(s) identified in the aforesaid notice, Buyer shall not take any action. Seller shall not be obligated to correct any improper or defective Work or material discovered during the actual performance of the Work or during any applicable warranty period that was caused by Buyer, General Contractor, Owner, Architect or by any third parties. **The Seller warrants its work against all deficiencies and defects in materials and/or workmanship without cost to Buyer, General Contractor or Owner, for the period of one year (“Warranty Period”) from the date of substantial completion of all or a designated portion of Seller’s Work.**

Buyer shall make any Progress Payments to Seller no later than 90 days following Subcontractor’s submission of its pay application, regardless of whether General Contractor or Owner has paid Buyer. Buyer shall not unreasonably withhold acceptance of Seller’s work. Buyer shall pay Seller its final Payment for its work, no later than 90 days after submission of Seller’s final pay application. No payment due Seller shall be subject to Buyer having first received payment from the General Contractor or Owner. This Agreement is not subject to a pay when paid clause or a pay if paid clause.

Seller shall not perform any change in the work unless it has received a change order or field order in writing, subject to the sole approval of Seller, and signed by Buyer prior to performing such change. The contract price will not be revised due to any change of the work, including extra work, except as expressly provided in the written change order. No time extension shall be granted to Seller because of a change order unless it is expressly stated therein.

In the event Seller’s performance of this Contract is delayed or interfered with by acts of the Buyer, Owner, General Contractor, subcontractors or suppliers, it may request an extension of the time for the performance of its work and may be entitled to an increase in the contract price or to damages or additional compensation as a consequence of such delays or interference.

Buyer shall indemnify, defend, and save harmless Seller, its successors and assigns from any and all claims, suits or liability for damages to property including losses of use thereof, injuries to persons, including death and from any other claims, suits or liability on account of acts or omissions of Buyer or any of its subcontractors, suppliers, officers, agents, employees or servants, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Buyer’s duty hereunder shall not arise if such claims, suits or liability, injuries or death or other claims or suits are caused by the sole negligence of Seller. Buyer’s obligation hereunder shall not be limited by the provision of any Workers’ Compensation act or similar statute.

In the event that Buyer fails to so defend, indemnify, and save Seller harmless, for any default or failure to perform any of

its obligations under the Agreement, Seller shall have full rights to defend, pay or settle any claim, action, liability, loss, damage, or suit on its behalf without notice to the Buyer and with full rights to recourse against Buyer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. This Agreement is non-assignable by Buyer except by the express written consent of Seller.

If either party fails to perform any of its obligations hereunder or if a dispute arises between the parties hereto, then the defaulting party or the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party on account of such default, and/or in enforcing or establishing its rights hereunder, including, but not limited to that party's court costs and attorneys' fees.

This Agreement supersedes all previous understandings and agreements and constitutes the entire agreement between Seller and Buyer. This Agreement shall be binding upon and shall inure to the benefit of both Seller and Buyer and their respective heirs, personal representatives, successors, and assigns.

Seller agrees that it is and will remain during the performance of this Contract, an independent contractor.

All notices shall be in writing addressed to the parties at the addresses set out in this Contract unless subsequently changed in conformance with this notice provision and shall be considered as delivered on the third business day after the date of mailing if sent certified mail or when received in all other cases, including telecopy or other printed electronic medium or personal delivery.

TERMS AND CONDITIONS ACCEPTED:

Seller: _____
Gary Galassi & Sons, Inc.
d/b/a Gary Galassi Stone & Steel

Buyer: _____

By: _____

By: _____

Its: _____

Its: _____

Dated this ____ day of _____, 2022.

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

FROM:  Tim Casey, Director of City Development

RE: **Recommendation to sell 16.15 Acres of City owned property, (Parcel #07-222-23-450-002) located at the southeast corner of 27th Street and 47th Avenue to Berkshire Hathaway Home Services and/or its Assigns.**

DATE: April 10, 2024

In November, 2023 the City of Kenosha took title to a 16.15 acre parcel of land at the southeast corner of 27 th Street and 47 th Avenue that was tax delinquent, after negotiations with Kenosha County. The Kenosha Water Utility is owed \$322,007 in assessments, for sewer and water which was extended to the site, including 13 laterals along 27th Street from 43rd Avenue to 47th Avenue.

The Department of City Development placed for sale signs on the site to advertise its availability. Over the next four months, the Department received inquiries from 6 parties including 4 experienced home builders and two parties looking for individual lots. Staff provided information on the assessments owed, the City's expectation of price, the neighborhood plan for the area, GIS mapping indicating topography and the presence of wetlands, and the City's preference for development of single family homes in keeping with the homes to the north along 27th Street and in nearby subdivisions. City staff met with two developers who were interested in submitting proposals.

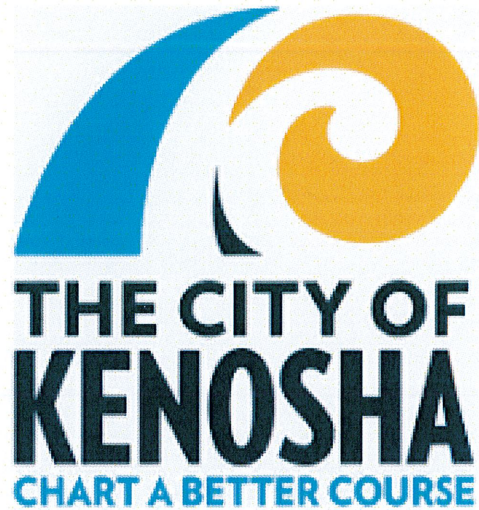
On March 19, 2024, the Department received an offer from Berkshire Hathaway Home Services offering \$482,000 for the parcel. This includes \$150,000 to the City at closing and the remaining \$332,000 to the Kenosha Water Utility to be paid over time as development occurred. The proposal is for a 3-phase development. Phase 1 would consist of 13 single family homes on the south side of 27th Street with an estimated value of \$500,000. Phase 2 would be development of 2 custom homes on a cul de sac as a continuation of 29th Street to the south of the property at an estimated value of \$750,000 each. Phase 3 would be development of 7 (or more) homes along an extended 43rd Avenue at estimated values of \$600,000 each. The developer included in their proposal an engineer's statement of pre-development work required, a conceptual master plan for the development prepared by the engineering firm and a Memorandum of Understanding (MOU) with the property owner to the east of 43rd Avenue. In the MOU, the property owner to the east indicates they "shall contribute to the development project by: Providing Land for the development of 43rd Avenue. Participating in the design process and providing input where necessary. Assisting in obtaining any local approvals or permits required for the development (and) Collaborating in marketing efforts." The estimated value of the 22 homes proposed would be \$12,200,000 in new taxable property.

On April 7, 2024, MasterCraft builders provided an offer of \$650,000 for the parcel. MasterCraft proposed a first phase of development of 13 lots along 27th Street at an estimated value of \$425,000 - \$499,000 per lot and home. MasterCraft said it "will explore 1 -2 more phases once the outcome of the wetland and storm research is completed." MasterCraft would hope to minimally do 3 more lots along 43rd Avenue and continue 29th Street north into the parcel for a "few more lots". If one assumes a total of 19 homes for this development at the high end of \$499,000 per lot and home, the estimated value would be \$9,481,000 in new taxable value. MasterCraft provided a preliminary plan and engineering for the 13 lots along 27th Street.

After careful review of the two proposals submitted, staff recommends the Berkshire Hathaway Home Services proposal. The pre-development engineering and planning work done, and the negotiation of a Memorandum of Understanding with the property owner to the east makes the likelihood of all phases of the development proceeding much more likely with this proposal. The identification of a specific number of lots and the higher values anticipated for the latter phases of development lead to a significantly higher yield of tax base in this proposal. The Department of City Development recommends that the Council approve the Berkshire Hathaway Home Services proposal and authorize staff to work with this developer on a sales agreement and to move the development proposal forward.

Please contact me at 262.653.4030 or via email at tcasey@kenosha.org if you have any questions.

TC:llb



Proposal for Purchase and Development of Vacant Land

Owner: City of Kenosha

Parcel: 07-222-23-450-002

Size: 16.15 acres

Present Zoning: A-2 Agricultural Land Holding

Proposed Zoning: RS-1 Single Family Residential

Bordered by: 27th St. 43rd Ave. & 47th Ave.

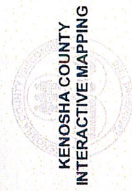
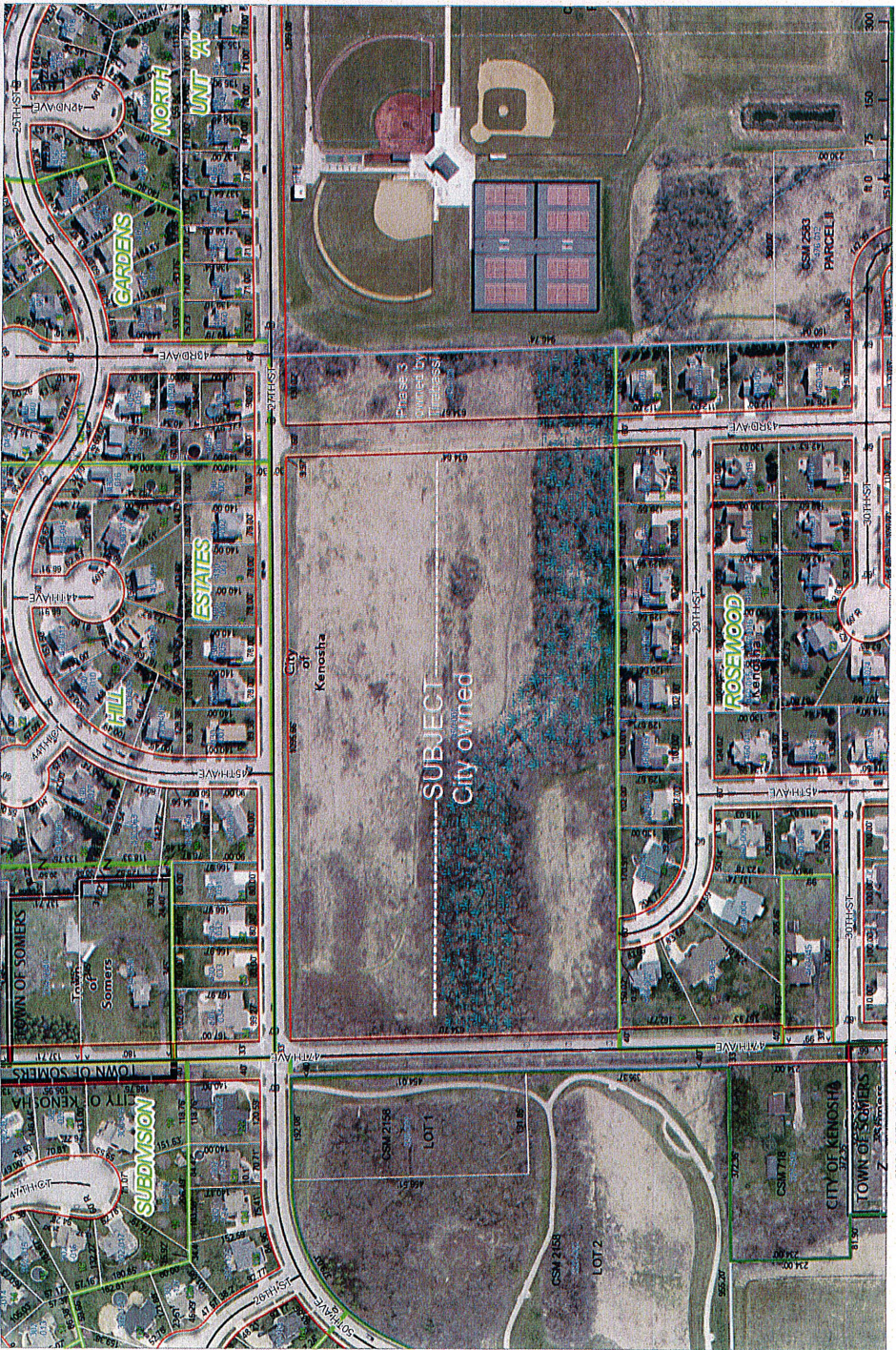
Taxes: \$0.00

Assessed Value: \$0.00

Wetland: Yes

Special Assessments: Sewer and Water

27th St. 43rd Ave. 47th Ave.



1:2,227
1" = 186'

Date Printed: 3/12/2024

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This is only a compilation of data from various public, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

COMMERCIAL DIVISION

Mark S. Bourque, Founder
600 52nd St. Ste. 333 Kenosha, WI 53140
Bus. (262) 605-1505 Cell. (262) 945-1100
mark@epicmidwest.com
<http://www.epicmidwest.com>

PROPOSAL

Background

In 2018 Kenosha County received the property on County Tax Deed. In November 2023 the City of Kenosha purchased the property from Kenosha County.

Purpose

The purpose of this proposal is to maximize the value of the property by developing single family new construction homes, consistent with the neighborhood, creating tax base where none presently exist and providing much needed housing to meet the current shortage in the market. All while contributing payments toward the outstanding special assessments to the Kenosha Water Utility.

Site Characteristics

This 16.15 acre site has topography sloping mainly Northwest to Southeast. The developable areas of the site have been infested with poor quality trees since agricultural activities ceased. The Kenosha County GIS indicates a stretch of wetland starting at the Western middle of the property, continuing Southerly to the East. These wetlands will require wetland staking and mapping by a certified Biologist.

Neighborhood

The property is surrounded by 4 residential single-family subdivisions to the North and South, Bullen Middle School to the East and a municipal park to the West. The St. Peter's Neighborhood Plan indicates "Detached Single-Family Residential (10k sq ft min)". Our concept plan, enclosed herein, has minimum lots of 11,200 square feet. A review of tax records suggests the assessed values of adjoining homes range around \$250,000 to \$350,000.

Timeline

Upon a successful award of the purchase, per our engineer, email attached, we will require 8 months of due diligence for wetland staking, surveying, engineering, rezoning, platting, WDNR sewer and water connection permits and WDNR Notice of Intent.

Phasing

Per the attached Concept Plan, we propose a total of 3 phases to develop the property. Phase 1 will include the approximately 13 quarter acre lots on 27th St. Phase 2 will be a cul de sac as a continuation of 29th St. with 2/3 acre "custom" homesites. Phase 3 will be the improvement of the dedicated



Page 2 Proposal

unimproved 43rd Ave. Phase 3 will require the cooperation of the neighboring property owner to the East and could include 7 additional 1/3 acre lots.

Neighbor Cooperation

Per the enclosed Memorandum of Understanding with our neighbor, Tirabassi Investments LLP. owner of the aforementioned property in Phase 3. This MOU allows us the ability to potentially develop additional lots.

Housing Shortage

The following is taken from fanniemae.com

“Fewer new homes were built in the 10 years ended 2018 than in any decade since the 1960s. By 2019, a good estimate of the shortage of housing units for sale or rent was 3.8 million.”

Value Creation

- Phase 1, 13 homes at approximately \$500,000 = \$6,500,000 valuation
- Phase 2, 2 custom homes at approximately \$750,000 = \$1,500,000 valuation
- Phase 3, 7 or more homes at approximately \$600,000 = \$4,200,000 valuation
- Total potential new tax base \$12,200,000

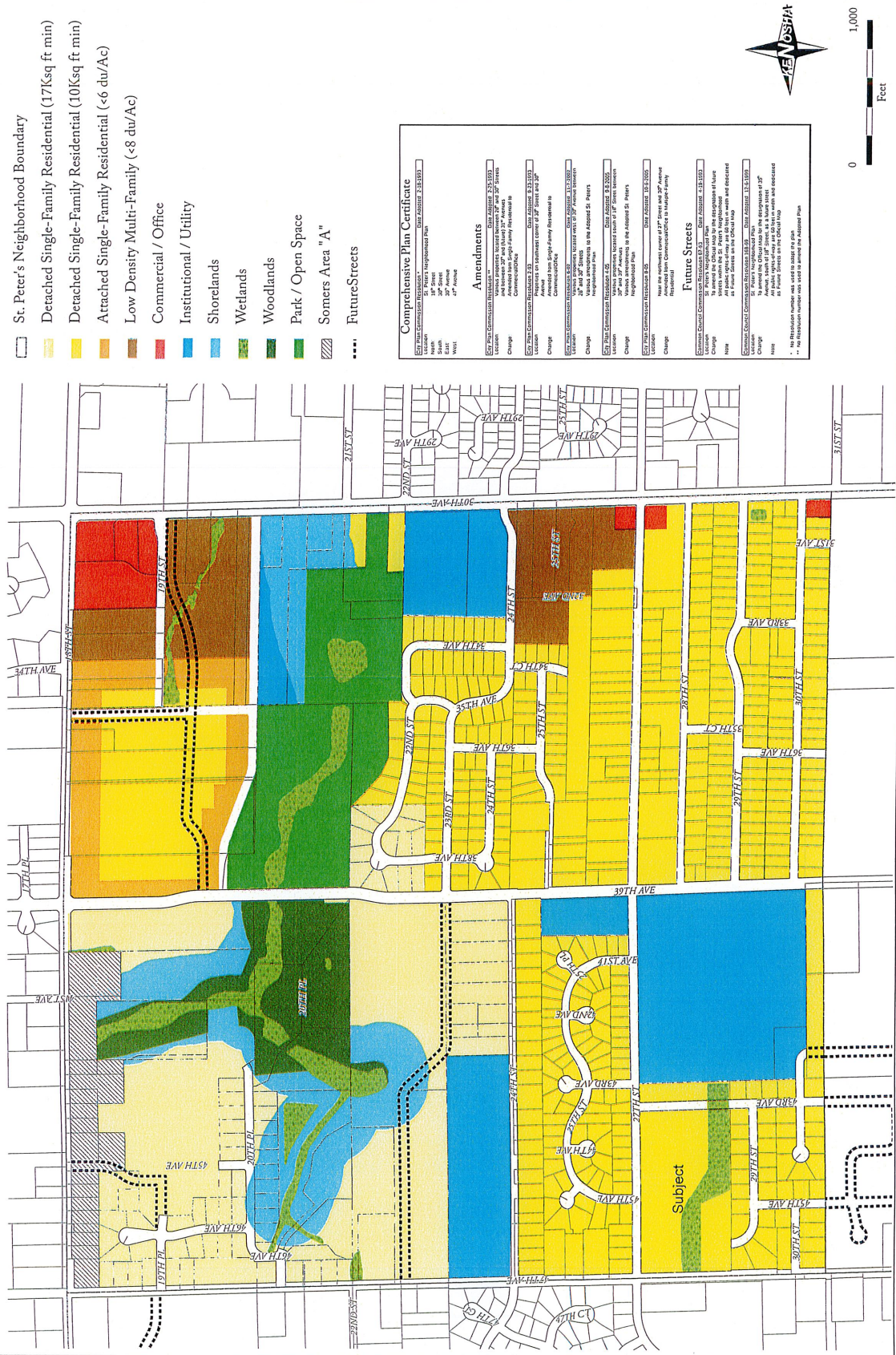
Alderman District 5

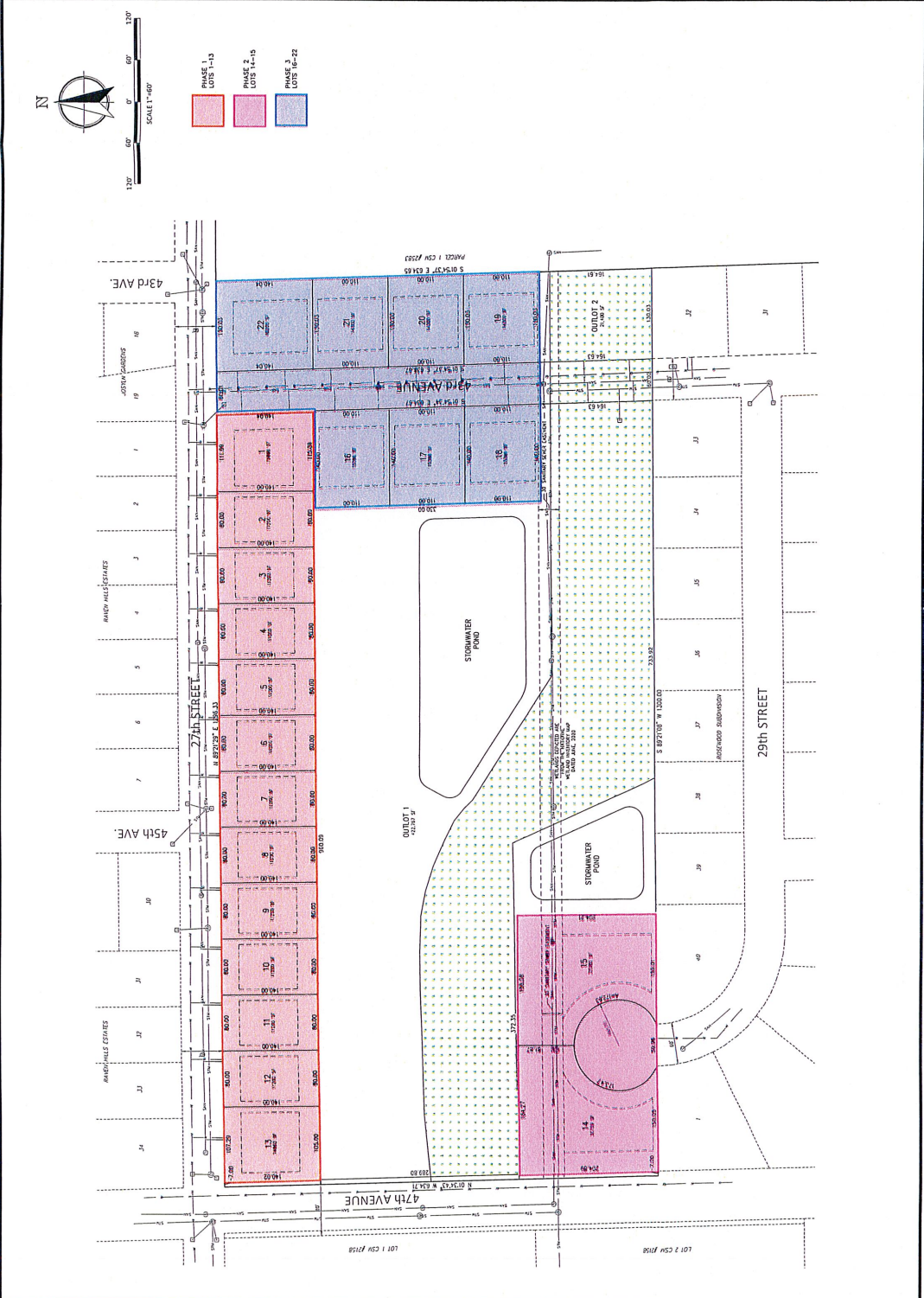
January 31, 2024 I met with Alderman LaMacchia about developing the property and shared my concept plan with him. Alderman LaMacchia was in full support of the development. We agreed to conduct a neighborhood meeting once we have the property under contract.

Compensation to the City of Kenosha

My offer is to pay \$482,000 for good and merchantable title to parcel #07-222-23-450-002 under the following structure and subject to the due diligence described under the heading “Timeline”. The sum of \$150,000 will be payable to the city at closing and the sum of \$332,000 of special assessments will be paid to the Kenosha Water Utility prorated, upon connection to the utilities, without interest.

City of Kenosha
St. Peter's Neighborhood Plan
Adopted Plan





Mark Bourque

From: Mark Eberle <MEberle@nmbsc.net>
Sent: Tuesday, January 23, 2024 9:10 AM
To: Mark Bourque
Cc: A. J. Swartz
Subject: RE: Concept for Vacant land near Bullen MS
Attachments: Bullen West Concept (10-23-2023).pdf

Mark,

Yes, a wetland delineation will be needed.

Those usually cannot be done until around April 15th.

I would estimate 6 months to get through survey, design, permitting, and platting.

Probably another 6 weeks or so to obtain WDNR sewer, water, and NOI permits.

Final plat would be filed / recorded after that.

From: Mark Bourque <mark@epicmidwest.com>
Sent: Monday, January 22, 2024 9:24 AM
To: Mark Eberle <MEberle@nmbsc.net>
Cc: A. J. Swartz <ajs@epicmidwest.com>
Subject: RE: Concept for Vacant land near Bullen MS

Hi Mark,

We are preparing to move forward with the city on this project. How long do you think we need for due diligence to get through engineering, platting etc. with the city? I assume we will need a wetland delineation and we probably can't do that until spring? We do not control part of the land for phase 3 so this would be a final plat for phases 1 and 2. Let me know your thoughts or questions.

Thanks,

Mark S. Bourque, Founder

**BERKSHIRE
HATHAWAY**
HOMESERVICES

EPIC REAL ESTATE

Bus: 262.605.1505 Cell: 262.945.1100
600 52nd St. Ste. 333, Kenosha, WI 53140

****MEMORANDUM OF UNDERSTANDING****

February 27, 2024

Berkshire Hathaway

600 52nd Street, Suite 333

Mark Bourque, Principal

Tirabassi Investments LLP.

8035 22nd Street

Tina Karnes, Principal

Subject: Development Collaboration for 47th Avenue

This Memorandum of Understanding ("MOU") sets forth the general terms and conditions of collaboration, whereas Mark S. Bourque has solicited Tirabassi Investments LLP. for the development of 43rd Avenue, as part of Phase 3 of the development for single-family homes. The current zoning on these parcels is presently A-2 Agricultural Land Holding and nothing contained in this memorandum shall change or cause this zoning to change.

Purpose

The purpose of this MOU is to establish a framework for collaboration between Mark S. Bourque and Tirabassi Investments LLP. to develop 47th Avenue.

Scope:

Phase 3 of the development project entails the design, construction, marketing, and sale of single-family homes along 43rd Avenue. Both parties agree to collaborate and contribute expertise and efforts towards the successful completion of this phase but in no event will Tirabassi Investments LLP. be interested in marketing their property, as long as it is in A-2 Agricultural Land Holding zoning district, nor contribute cash or other funds for the development.

Roles and Responsibilities

1. ****Mark S. Bourque:**** shall be responsible for overseeing the overall development project, including but not limited to:

- Providing financial resources for the development.
- Engaging in market research and analysis.
- Securing necessary permits and approvals.
- Hiring contractors and subcontractors for construction.

2. **Tirabassi Investments LLP** shall contribute to the development project by:

- Providing land for the development of 47th Avenue.
- Participating in the design process and providing input where necessary.
- Assisting in obtaining any local approvals or permits required for the development.
- Collaborating in marketing efforts.

Term:

This MOU shall become effective as of the date written above and shall continue in force until the completion of Phase 3 of the development project, or until terminated by either party.

Confidentiality:

Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of this collaboration.

Dispute Resolution:

Any disputes arising under or in connection with this MOU shall be resolved amicably through good faith negotiations between the parties.

Governing Law:

This MOU shall be governed by and construed in accordance with the laws of Wisconsin.

Execution:

This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed and delivered by their authorized representatives as of the date first above written.

This memorandum is not legally binding on either party. This memorandum is an expression of the principal terms to be incorporated in a written agreement that must be mutually acceptable and executed by both parties before it creates any binding obligation on the part of either party.

****Mark S. Bourque****

DocuSigned by:
Signature: Mark S. Bourque
B2E4418024E6434...

Name: Mark Bourque

Title: Principal

Date: 3/1/2024

****Tirabassi Family****

DocuSigned by:
Signature: Tina Karnes
2FFDFA040EED498...

Name: Tina Karnes

Title: Principal

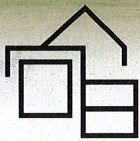
Date: 3/1/2024

Cabot Farm

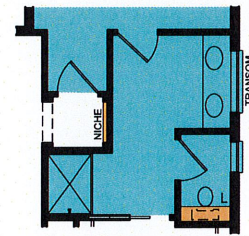
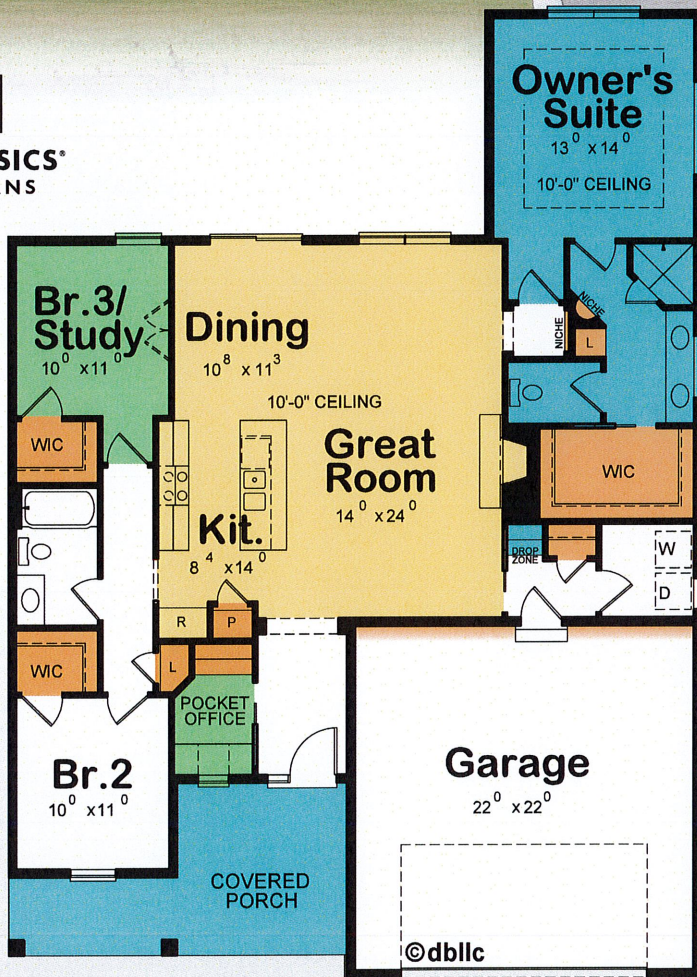
#42381



SAMPLE FOR ILLUSTRATION



DESIGN BASICS[®]
HOUSE PLANS



Alternate Owner's Bath

Cabot Farm

Total Area	1619 Sq. Ft.
Garage	513 Sq. Ft.
Width	45'-0"
Depth	62'-0"
Ridge Height	23'-11"

Design Basics, LLC | www.designbasics.com | 800.947.7526

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Livability at a Glance™

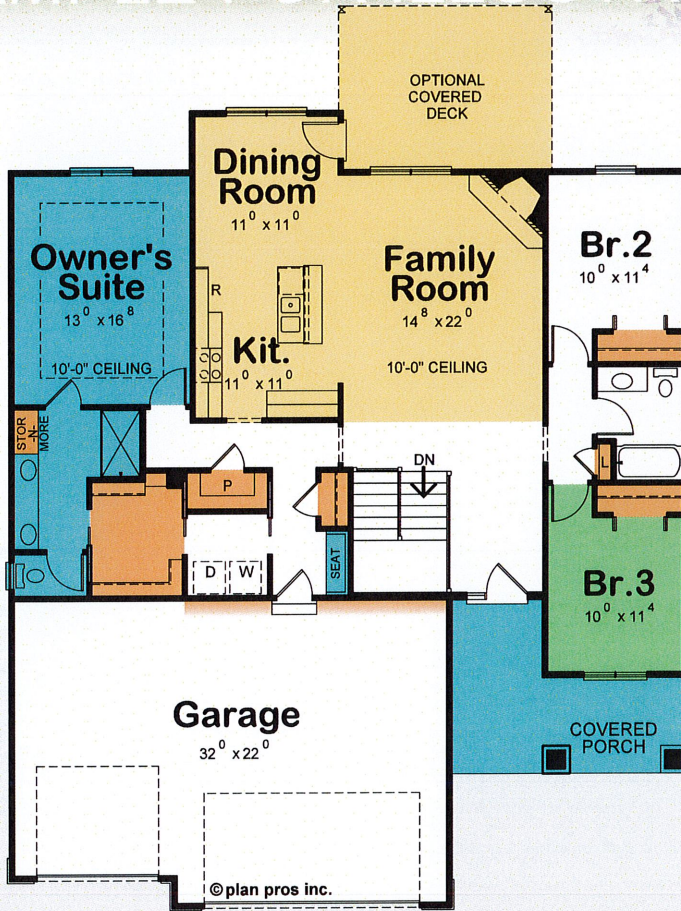
- ENTERTAINING
- DE-STRESSING
- STORING
- FLEXIBLE LIVING

Jensen Falls

#29385



SAMPLE FOR ILLUSTRATION ONLY



Jensen Falls

Total Area	1676 Sq. Ft.
Garage	706 Sq. Ft.
Width	50'-0"
Depth	58'-0"
Ridge Height	26'-7"

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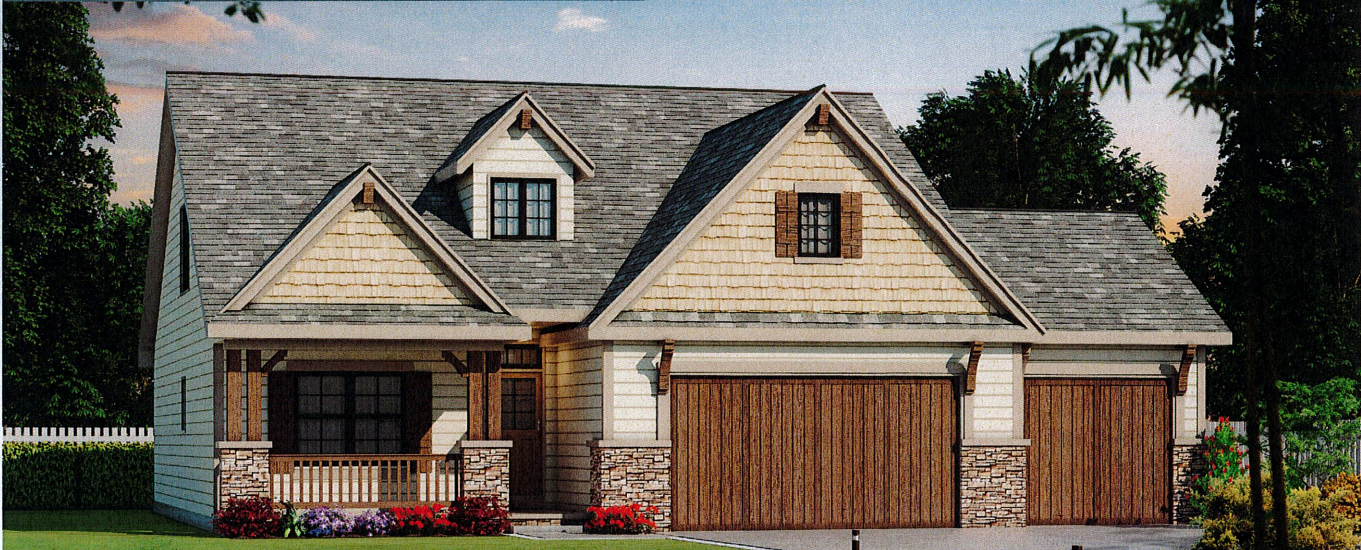
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- ENTERTAINING
- DE-STRESSING
- STORING
- FLEXIBLE LIVING

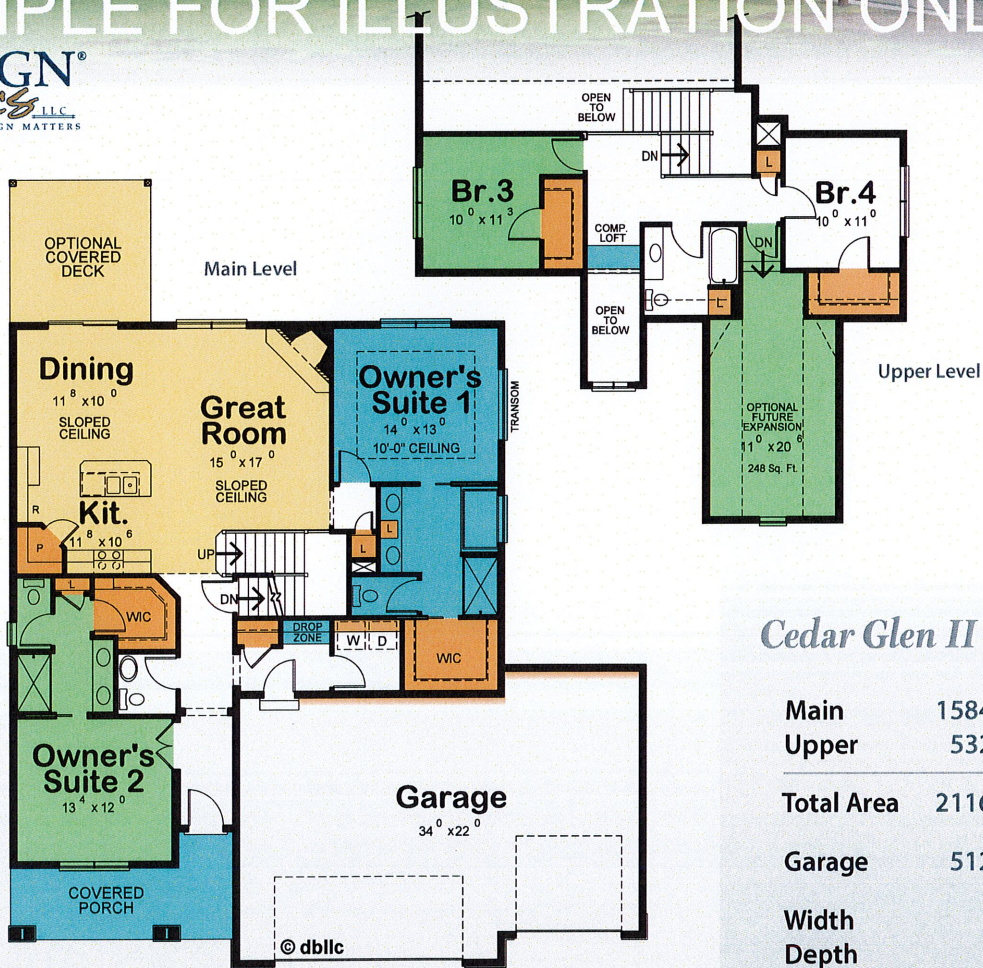
Cedar Glen II - 3 Car

#42369



SAMPLE FOR ILLUSTRATION ONLY

DESIGN[®]
BASICS^{LLC}
...WHERE GREAT DESIGN MATTERS



Cedar Glen II - 3 Car

Main	1584 Sq. Ft.
Upper	532 Sq. Ft.
Total Area	2116 Sq. Ft.
Garage	512 Sq. Ft.
Width	54'-0"
Depth	54'-0"
Ridge Height	28'-8"

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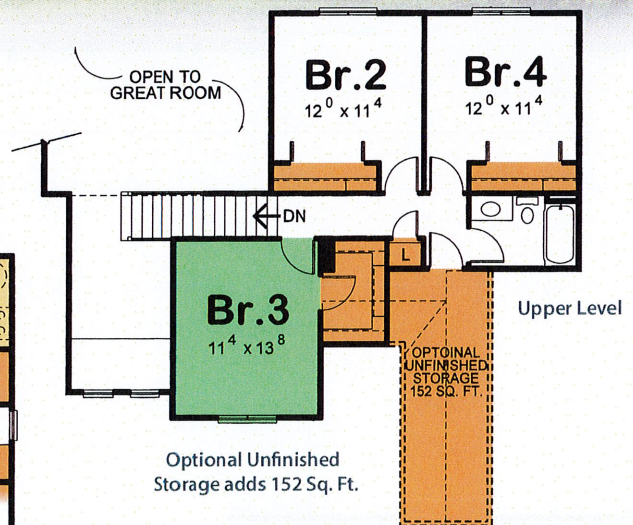
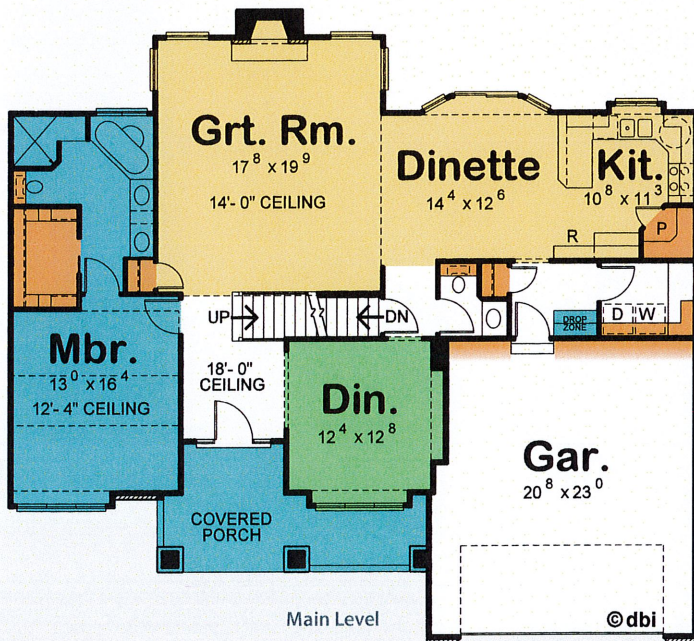
- ENTERTAINING
- DE-STRESSING
- STORING
- FLEXIBLE LIVING

Flockhart #42050



SAMPLE FOR ILLUSTRATION ONLY

DESIGN
BASICS LLC
...WHERE GREAT DESIGN MATTERS



Flockhart

Main	1497 Sq. Ft.
Upper	699 Sq. Ft.
Total Area	2196 Sq. Ft.
Garage	480 Sq. Ft.
Width	54'-4"
Depth	47'-4"
Ridge Height	29'-0"

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

FROM: *Jmc* Tim Casey, Director of City Development

RE: **Recommendation to sell 0.8 Acres of City owned property, (Parcel #02-122-02-410-001) located at the 6702 39th Avenue to Berkshire Hathaway Home Services and/or its Assigns.**

DATE: April 10, 2024

The Department of City Development has been working with City Administration to sell or otherwise transfer City owned lots that have been acquired for a variety of reasons, wherever those lots are not part of a larger redevelopment plan. The .8 acre site at 6702 39th Avenue was acquired to demolish and remediate the site of a former automotive repair facility and to facilitate the TIF District supporting a larger storm sewer project.

In October, 2023, the department produced information sheets on a number of City owned sites and disseminated them to local real estate brokers. Staff received several calls regarding the parcel at 6702 39th Avenue. One was from a small business considering building its own building. Two inquiries were from experienced home builders / developers.

On October 25, Berkshire Hathaway Home Services submitted a proposal to pay \$1.00 for the site. Berkshire Hathaway proposes to build 3 single-family homes, with a value of \$300,000 to \$350,000 each for an estimated taxable value of \$1,000,000. The developer worked with an engineering firm to propose a 3 lot subdivision. Homes would be built at market rate with no subsidy requested from the City.

On December 4, 2023, Acadia Properties in conjunction with DAC General Contracting submitted a proposal offering to pay \$42,000, payable when each of two homes sold after construction. The estimated cost of construction is \$240,000 each, plus \$21,000 land cost. The homes would be on two lots on the western half of the property. On the eastern portion of the lot the developers proposed to build a commercial building of slab on grade construction with stucco or brick exterior and storefront glass. The commercial building was estimated at 1,800 - 2,400 square feet.

The Department of City Development met with City Administration and the Alderman of the District to discuss the development proposals. 39th Avenue is not a primary commercial corridor, and the site is challenging given its irregular shape, and the adjacent railroad tracks. The Alderperson of the district expressed a preference for the proposal with three residential lots.

The Department of City Development recommends the Berkshire Hathaway Home Services proposal. We believe that three market rate modestly priced homes will integrate well with the neighborhood. We recommend the council approve the Berkshire Hathaway Home Services proposal and authorize Staff to work with this developer on a sales agreement and to move the development forward.

Please contact me at 262.653.4030 or via email at tcasey@kenosha.org if you have any questions.

TC:llb

Vacant Lot For Sale



6702 39th Avenue / Tax ID #02-122-02-410-001

0.78 Acres | 221' x 57' | 34,172 square feet
City Zoning - B-2 Community Business

Vacant lot on 39th Avenue adjacent to single family residential with access to transit and bicycle routes

Please contact:

City of Kenosha Department of City Development

tcasey@kenosha.org

Tim Casey (262) 653-4030



**BERKSHIRE
HATHAWAY**
HomeServices
Epic Real Estate

COMMERCIAL DIVISION

Mark S. Bourque, Founder
600 52nd St. Ste. 333 Kenosha, WI 53140
Bus. (262) 605-1505 Cell. (262) 945-1100
mark@epicmidwest.com
<http://www.epicmidwest.com>

October 25, 2023

Mr. Tim Casey
Director City Development
625 52nd Street, Room 308
Kenosha, WI 53140

Via: hand delivered

Re: 6702 39th Avenue

Dear Mr. Casey,

We are pleased to present the following Letter of Interest for city owned property for sale at 6702 39th Avenue. In the following pages we will demonstrate our intentions on how to develop this parcel, create tax value and improve the neighborhood.

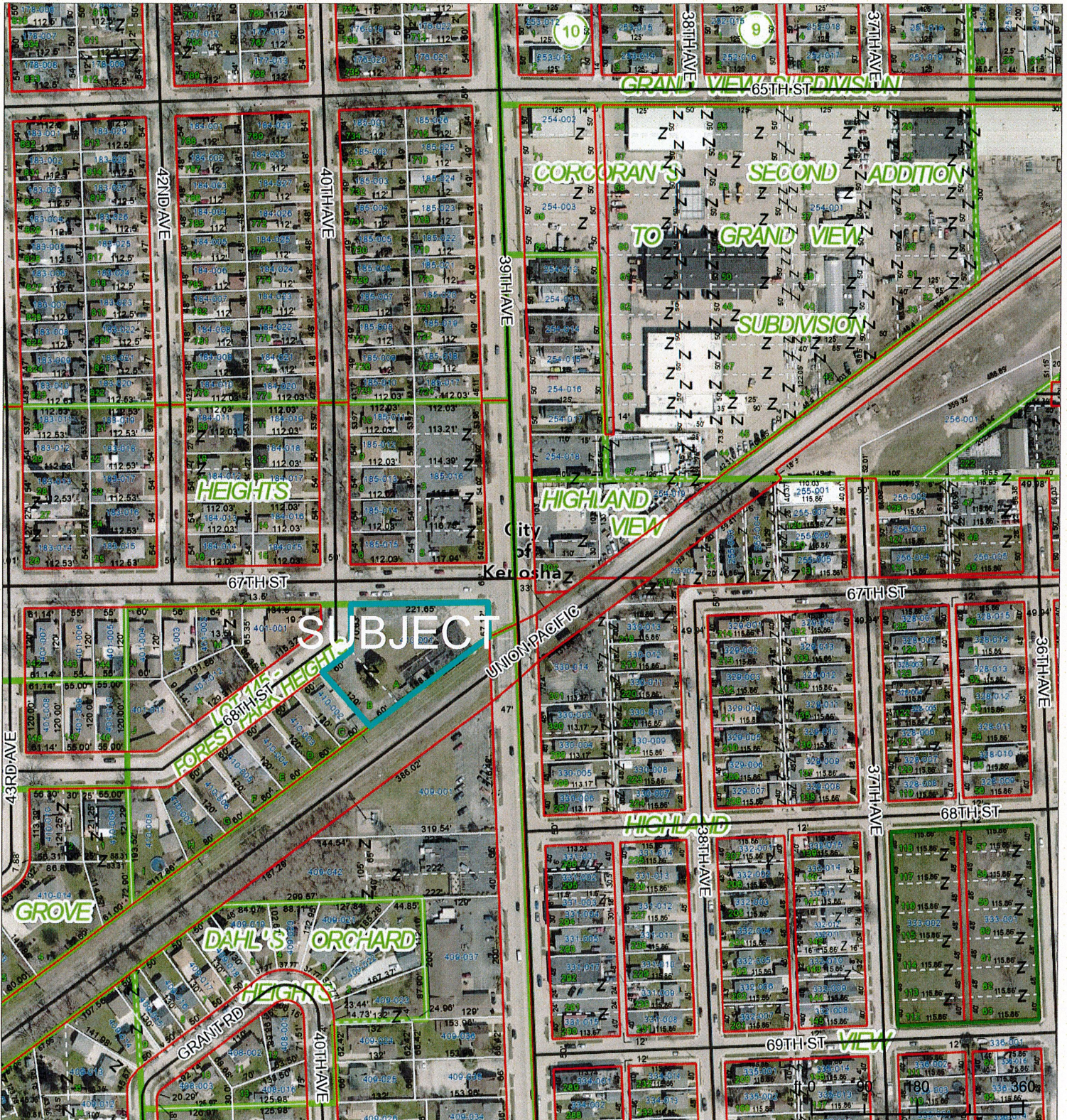
Should you have any questions please contact me at 262.945.1100 or mark@epicmidwest.com

Very truly yours,

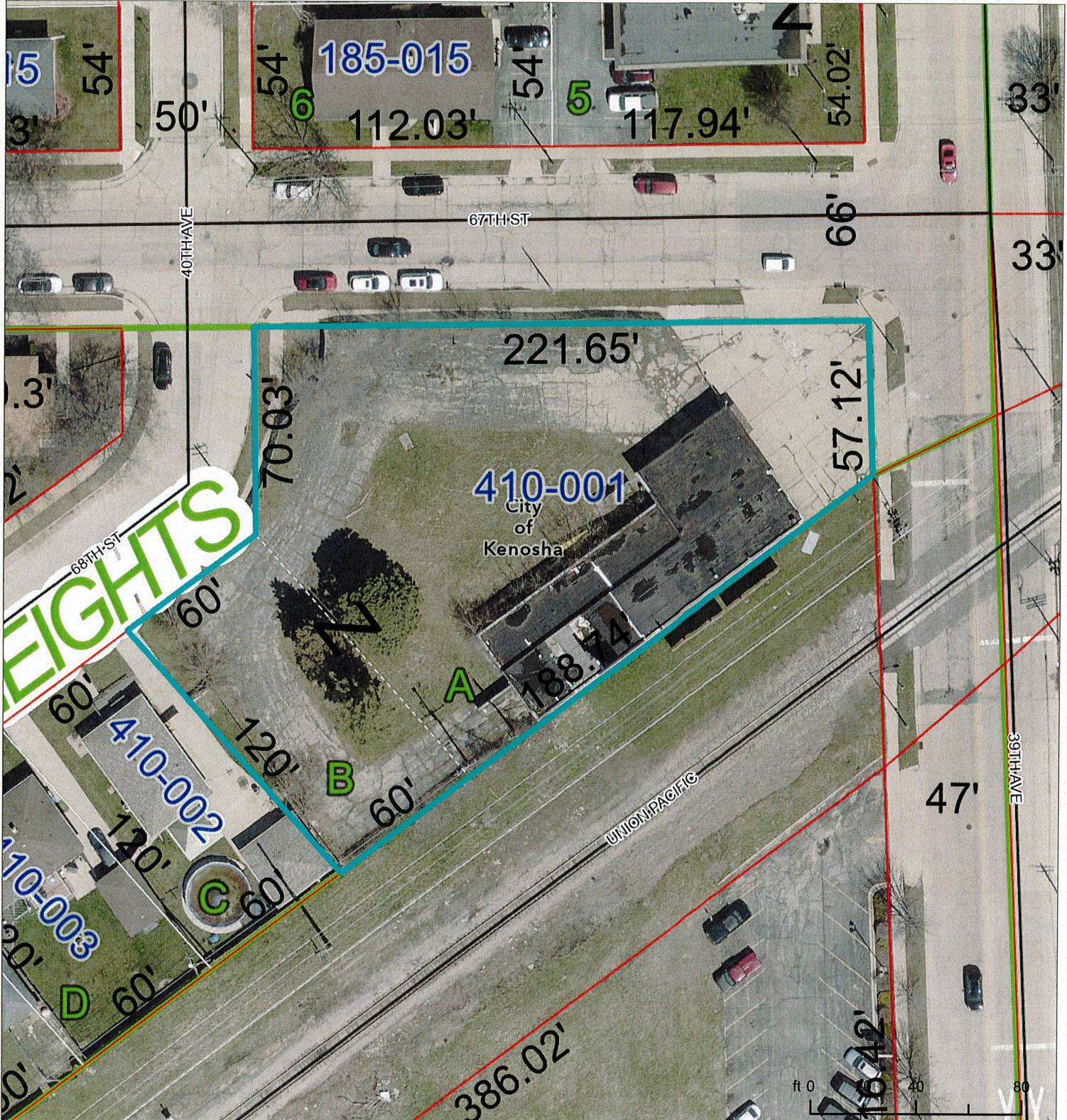
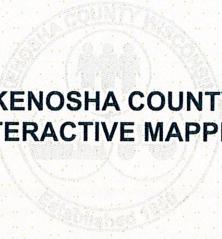
Mark S. Bourque

AJ Swartz

Encl. (4) copies



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



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PROPOSAL

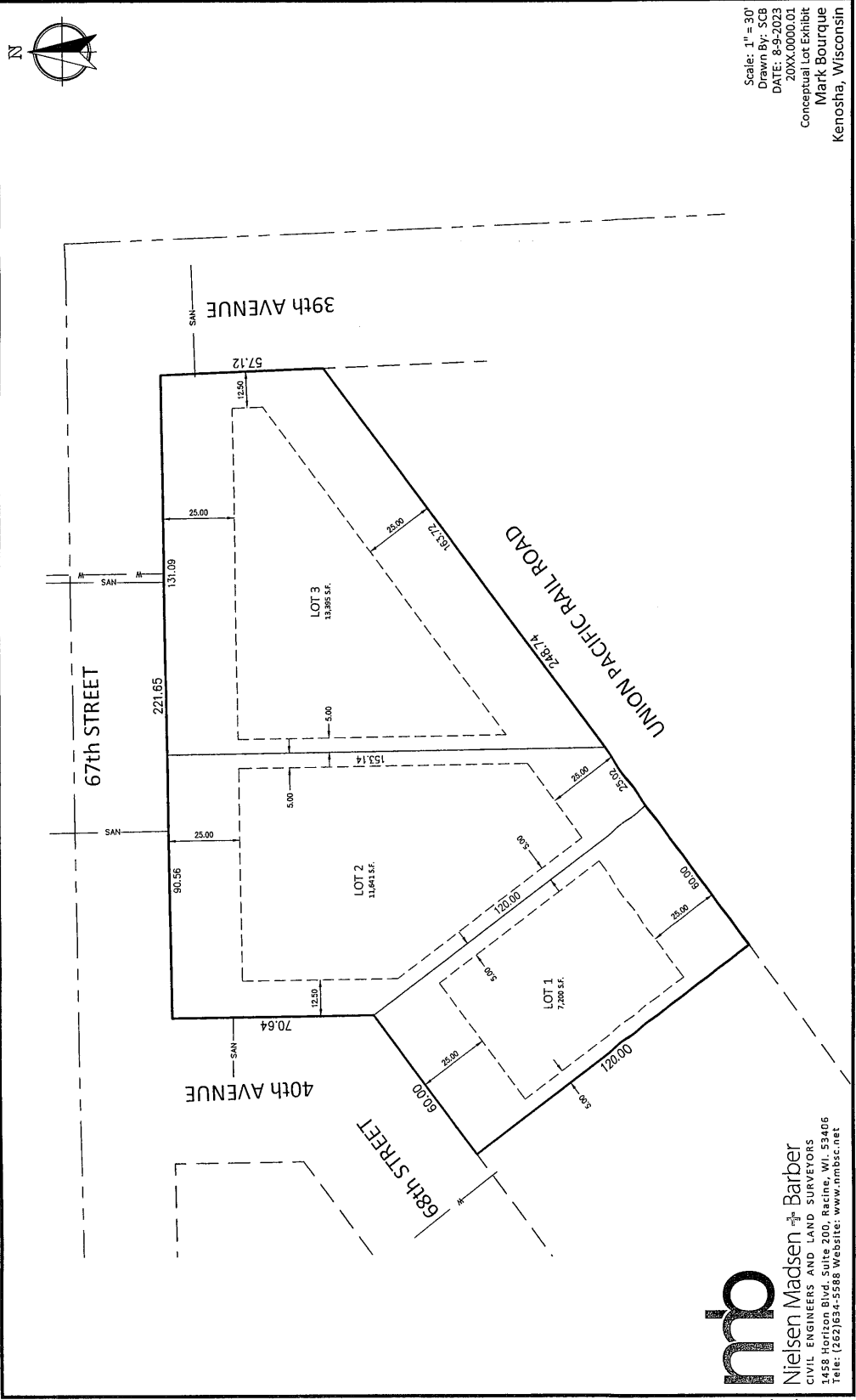
To construct 3 single family homes in design and style conducive to the Forest Park general neighborhood. The following sample home plans are for illustration, actual homes will be similar in nature and character but may differ in appearance.

Each lot shall meet the City of Kenosha RS-2 Zoning Code, similar to the adjoining single-family neighborhood. Homes will be market rate with no subsidy.

The 3 single family homes will be approximately 1,200 square feet and range in price \$300,000 to \$350,000, creating an assessed value of approximately \$1,000,000. At the current mill rate of \$25.11/1000 will add \$25,000 in real estate taxes.

The site characteristics include unusual shape lots, bordered by a collector road, Union-Pacific railroad tracks and the back face of a billboard creating challenges to marketability to new construction.

We offer to pay the City of Kenosha \$1.00 for good and merchantable title to .78 acres of vacant property located at 6702 39th Avenue, Kenosha, WI. Subject to 90 days due diligence, approval of a Certified Survey Map and Rezoning.



Wednesday, August 09, 2023 4:20:15 PM



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[ASK THE DESIGNER](#)
[TELL A FRIEND](#)
[PLAN ALTERATIONS](#)
[SAVE PLAN](#)
[PRINT](#)

BUY THIS PLAN

#42396 Krebs Farm

1176 Sq Ft | 3 Bed | 2 Bath | 1 Story | Garage Spaces 2 | Width: 40'-0" Depth: 50'-0"

Square footage		Plan Specifications			Main features		Architectural Styles	
First Floor	1176	Width	40' 0"	Main Level	9' 0"	Stories	1	Modern Farm House
Second Floor	0	Depth	50' 0"	Second Level	0' 0"	Bedrooms	3	
Total Heated	1176	Height	21'-1"	Foundation	Unf. Bsmt.	Bathrooms	2	

Garage	501	Exterior Walls	2 x 4	Garage Spaces	2
Unfinished Space	0				

Square footage

First Floor	1176
Second Floor	0
Total Heated	1176
Garage	501
Unfinished Space	0

Dimensions

Width	40' 0"
Depth	50' 0"
Height	21' 1"

Ceiling heights

Main Level	9' 0"
Second Level	0' 0"

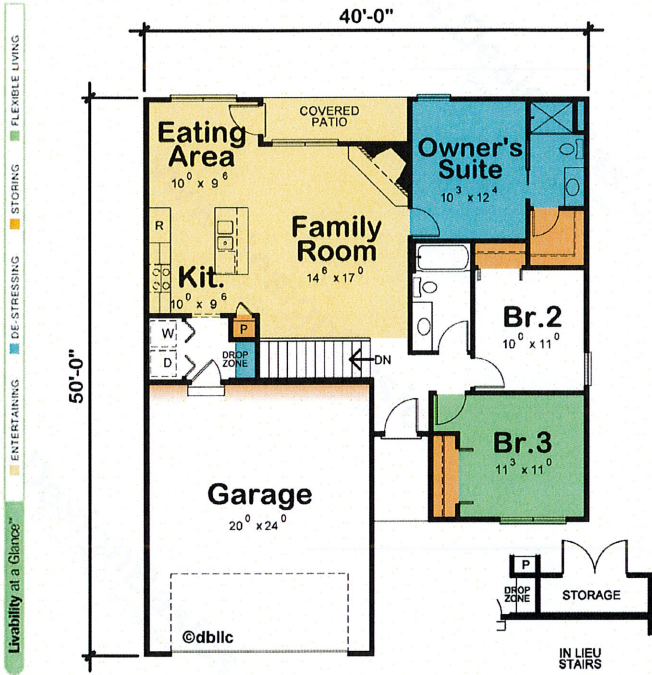
Main features

Stories	1
Bedrooms	3
Bathrooms	2
Garage Spaces	2

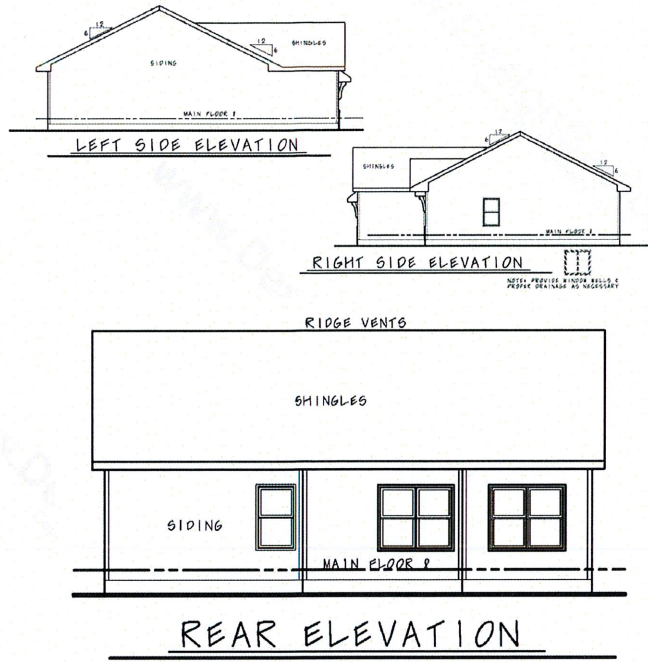
Architectural Styles

Modern Farm House

Main Level



Rear Elevation



REVERSE



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BUY THIS PLAN

#42394 Krebs Place

1176 Sq Ft | 3 Bed | 2 Bath | 1 Story | Garage Spaces 2 | Width: 40'-0" Depth: 50'-0"

Square footage		Plan Specifications		Main features		Architectural Styles		
First Floor	1176	Width	40' 0"	Main Level	9' 0"	Stories	1	Craftsman
Second Floor	0	Depth	50' 0"	Second Level	0' 0"	Bedrooms	3	
Total Heated	1176	Height	21'-1"	Foundation	Unf. Bsmt.	Bathrooms	2	
Garage	501			Exterior Walls	2 x 4	Garage Spaces	2	

Unfinished Space 0

Square footage

First Floor	1176
Second Floor	0
Total Heated	1176
Garage	501
Unfinished Space	0

Dimensions

Width	40' 0"
Depth	50' 0"
Height	21 /1"

Ceiling heights

Main Level	9' 0"
Second Level	0' 0"

Main features

Stories	1
Bedrooms	3
Bathrooms	2
Garage Spaces	2

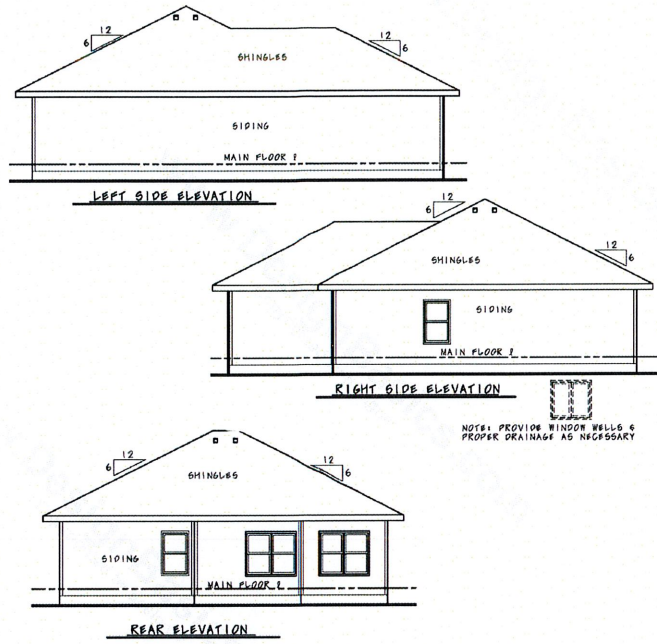
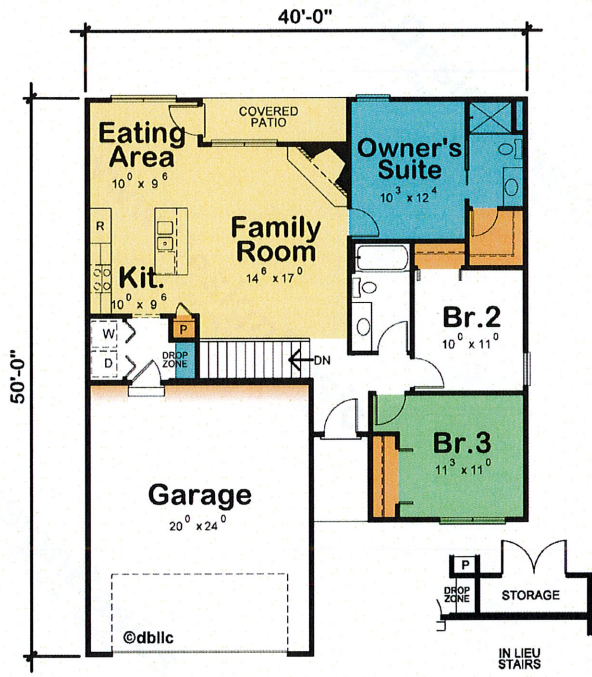
Architectural Styles

Craftsman

Main Level

Rear Elevation

Livability at a Glance™
 ENTERTAINING
 DE-STRESSING
 STORING
 FLEXIBLE LIVING



REVERSE



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BUY THIS PLAN

#24355 Southbeach

1163 Sq Ft | 3 Bed | 2 Bath | 1 Story | Garage Spaces 2 | Width: 49'-0" Depth: 47'-8"

Square footage		Plan Specifications			Main features		Architectural Styles	
First Floor	1163	Width	49' 0"	Main Level	9' 0"	Stories	1	Cottage
Second Floor	0	Depth	47' 8"	Second Level	0' 0"	Bedrooms	3	
Total Heated	1163	Height	21 '-0"	Foundation	Slab	Bathrooms	2	
Garage	440			Exterior	2 x 4	Garage	2	

Walls

Spaces

Unfinished Space 0

Square footage

First Floor 1163

Second Floor 0

Total Heated 1163

Garage 440

Unfinished Space 0

Dimensions

Width 49' 0"

Depth 47' 8"

Height 21 /0"

Ceiling heights

Main Level 9' 0"

Second Level 0' 0"

Main features

Stories 1

Bedrooms 3

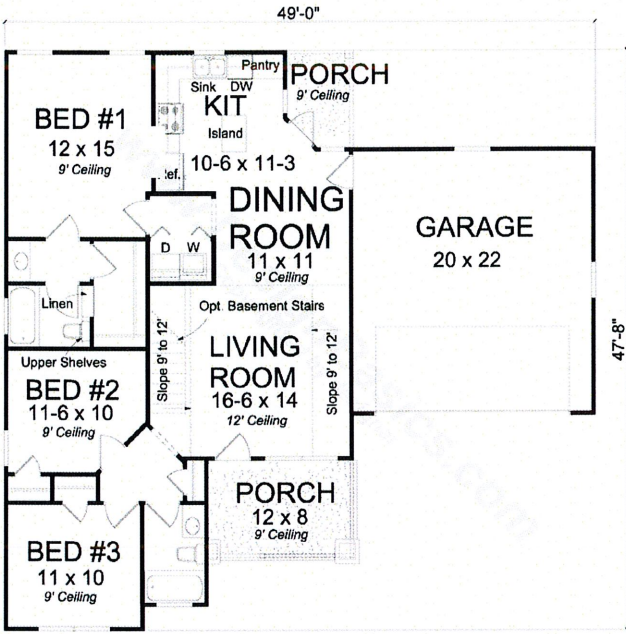
Bathrooms 2

Garage Spaces 2

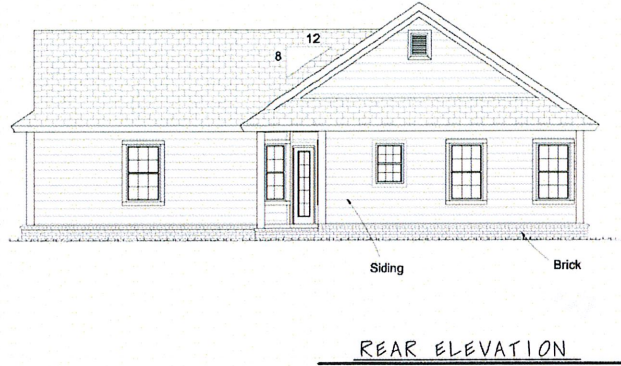
Architectural Styles

Cottage

Main Level



Rear Elevation



REVERSE

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

FROM: *TMC* Tim Casey, Director of City Development

RE: **New Residential Offer to Purchase Property at 2217 56th Street by the City of Kenosha from Moore & Associates, Inc. (District 7)**

DATE: **November 30, 2023**

An Offer to Purchase at 2217 56th Street for \$260,000 by the City of Kenosha requires approval by the Common Council.

The Property at 2217 56th Street is an eleven unit residential building owned by Moore & Associates, Inc. and is assessed at \$219,700. With a City-wide reassessment imminent, we believe this value will increase significantly. The property has no tenants at this time. The owner's broker approached the City given our ownership of most of this block and knowledge of the City's plans for the adjacent Kenosha Innovation Neighborhood.

The City would acquire the property, allow the seller to remove all contents, and would proceed with the raze process. The City would raze the building and plan for use of this block as a gateway to the KIN Development with entry signage, landscaping and surface parking. This is consistent with the adopted master plan for the Kenosha Innovation Neighborhood.

Funding would come from CIP Fund 463, Housing Authority / City Acquisition / Demolition Fund Fund. There are sufficient funds in this account to acquire and demolish the property.

Please contact me at 262.653.4030 or via email at tcasey@kenosha.org if you have any questions.

TMC:llb
Enclosures

Approved by the Wisconsin Real Estate Examining Board
10-1-2023 (Optional Use Date) 1-1-2024 (Mandatory Use Date)

Prime Realty Group
Page 1 of 12, WB-15

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 9, 2024 [DATE] IS ~~(AGENT OF BUYER)~~

2 (AGENT OF SELLER/LISTING FIRM) ~~(AGENT OF BUYER AND SELLER)~~ [STRIKE THOSE NOT APPLICABLE]

3 The Buyer, _____, City of Kenosha,

4 offers to purchase the Property known as 2217 56th Street

5 _____

6 _____ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-

7 642, or attach as an addendum per line 668] in the _____ City _____ of _____ Kenosha _____, County

8 of _____ Kenosha _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is Two Hundred Sixty Thousand

10 _____ Dollars (\$260,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date

12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None.

13 _____

14 _____

15 _____

16 All personal property included in purchase price will be transferred by bill of sale or _____ N/A

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

18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at

20 lines 12-15) and the following: All seller's business fixtures, equipment and all other personal

21 property.

22 _____

23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**

25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to

27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without

28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but

29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;

30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;

31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage

32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler

33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and

34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

37 on or before _____ April 10, 2024 _____ . Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

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

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**

43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on _____ or before 5/10/24

45 _____ at the place selected by Seller,

46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**

49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**

50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**

51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ N/A _____ accompanies this Offer.

54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ N/A _____ will be mailed, or commercially, electronically

56 or personally delivered within _____ days ("5" if left blank) after acceptance.

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
58 N/A) **STRIKE THOSE NOT APPLICABLE**

59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

64 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
87 this Offer except: None.

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

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated N/A and a Real Estate Condition Report, if applicable, dated
94 N/A , which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and _____
96 None .

97 _____
98 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

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

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within N/A days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: N/A

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: _____

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** rezoning; conditional use permit;
200 variance; other _____ for the Property for its proposed use described at lines 181-183.
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ survey
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)
207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

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

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

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

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

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

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

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("5" if left
 243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
 244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
 245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 N/A **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
 247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
 248 291), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
 250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
 254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
 255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
 256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
 257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days ("30" if
 259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
 260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.
 263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within N/A ("10" if left blank) days after Buyer's delivery of the Notice of
 265 Defects stating Seller's election to cure Defects;
 266 (2) curing the Defects in a good and workmanlike manner; and
 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
 269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
 271 (2) Seller has a right to cure but:
 272 (a) Seller delivers written notice that Seller will not cure; or
 273 (b) Seller does not timely deliver the written notice of election to cure.

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

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
 288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
 289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
 290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-642 or attach as an**
 291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

307 **N/A INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
311 inspection of _____

312 _____
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified
316 independent inspector or independent qualified third party.

317 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

320 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
329 **of the premises.**

330 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.
331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to
333 cure Defects;

334 (2) curing the Defects in a good and workmanlike manner; and

335 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

336 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

337 (1) Seller does not have the right to cure; or

338 (2) Seller has the right to cure but:

339 (a) Seller delivers written notice that Seller will not cure; or

340 (b) Seller does not timely deliver the written notice of election to cure.

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342 **N/A FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
343 _____ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
345 \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
346 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
349 to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using multiple loan
350 sources or obtaining a construction loan or land contract financing, describe at lines 620-642 or in an addendum attached
351 per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
353 lender's appraiser access to the Property.

354 **■ LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
356 shall be adjusted as necessary to maintain the term and amortization stated above.

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.**

358 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

359 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
360 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
361 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

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

366 **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
369 (even if subject to conditions) that is:

- 370 (1) signed by Buyer; or
- 371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
373 this contingency.

374 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to**
375 **provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
376 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

377 **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
379 written loan commitment from Buyer.

380 **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
382 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
383 unavailability.

384 **N/A SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or
 - 386 (2) the Deadline for delivery of the loan commitment set on line 344
- 387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
391 worthiness for Seller financing.

392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
393 acceptance, Buyer shall deliver to Seller either:

- 394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
395 the time of verification, sufficient funds to close; or
- 396 (2) _____
397 _____ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
403 access for an appraisal constitute a financing commitment contingency.

404 **N/A APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
410 to the appraised value.

411 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
413 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

416 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
417 appraisal report and:

418 (1) Seller does not have the right to cure; or

419 (2) Seller has the right to cure but:

420 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

421 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
422 report.

423 **N/A** **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
424 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
425 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
426 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
427 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than ____ days ("7"
428 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
429 Offer becomes primary.

430 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
431 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
432 association assessments, fuel and _____
433 _____

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

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

436 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

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

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

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

443 _____

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

448 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
449 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
450 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
451 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
452 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

453 **TITLE EVIDENCE**

454 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
455 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
456 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
457 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
458 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report,
459 and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
460 None Known.

461 _____
462 _____ (insert other allowable exceptions from title, if any) that constitutes
463 merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents
464 necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

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

468 **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
469 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
470 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
471 lender and recording the deed or other conveyance.

472 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
473 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
474 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
475 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than 15 days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have 5 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

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

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

503 _____
504 _____ Insert additional terms, if any, at lines 620-642 or attach as an addendum per line 668.

505 **N/A ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than 7 days ("7" if left blank) before closing, estoppel
506 letters dated within 7 days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

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

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
530 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

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

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
 537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
 538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
 539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
 540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
 541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
 542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
 544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
 545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
 547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
 548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
 549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
 550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
 551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
 552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
 553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
 554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
 555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 561 this Offer at lines 620-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
 562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
 563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
 580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
 581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
 582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
 583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
 589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
 591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
 592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
 593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
595 amount of any liability assumed by Buyer.

596 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
597 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
598 **upon the Property.**

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
606 Offer and proceed under lines 571-578.

607 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
608 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
609 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

616 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

617 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
618 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
619 FIRPTA.

620 **ADDITIONAL PROVISIONS/CONTINGENCIES**

621 1. Buyer accepts the property in "AS-IS" condition.

622
623 2. This Offer is contingent upon approval by the Common Council for the City of Kenosha on
624 or before May 6th, 2024. Failure you to do shall render this Offer null and void.

625
626 3. Seller warrants that the property is vacant and that there are no tenants in the
627 property. Should any tenant assert a leasehold interest Seller shall terminate said
628 leasehold interest prior to closing. Seller agrees to indemnify and hold the Buyer
629 harmless from any such claim. This obligation shall survive the closing.

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643 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange
644 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The
645 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a
646 result of the exchange.

647 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
648 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
649 650-665.

650 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
651 652 or 653.

652 Name of Seller's recipient for delivery, if any: Timothy Casey, City of Kenosha

653 Name of Buyer's recipient for delivery, if any: Robert J. Morrone, Prime Realty Group

Property Address: 2217 56th St, Kenosha, WI 53140-3812

Page 12 of 12, WB-15

654 (2) **Fax**: fax transmission of the document or written notice to the following number:

655 Seller: (_____) Buyer: (_____)

656 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.659 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

661 Address for Seller: _____

662 Address for Buyer: _____

663 **xxx** (5) **Email**: electronically transmitting the document or written notice to the email address.664 Email Address for Seller: tcasey@kenosha.org665 Email Address for Buyer: bob@primerealtywi.com666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.668 **ADDENDA**: The attached _____ N/A _____ is/are made part of this Offer.

669 This Offer was drafted by [Licensee and Firm] _____ Robert J. Morrone, Prime Realty Group

670 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions
671 sent via email. Funds wired to a fraudulent account are often impossible to recover.672 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate
673 agent, Firm, lender, title company, attorney or other source connected to your transaction. These
674 communications are convincing and professional in appearance but are created to steal your
675 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate
676 source.677 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU
678 calling a verified number of the entity involved in the transfer of funds. Never use contact
679 information provided by any suspicious communication.680 **Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or
681 verification of any wiring or money transfer instructions.**

682 Buyer Entity Name (if any): _____ City of Kenosha

683 (x) _____

684 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

685 (x) _____

686 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

687
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): _____ Moore & Associates, INC

693 (x) _____ DocuSigned by: _____ 04/09/2024

694 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Tony Moore Date ▲

695 (x) _____

696 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

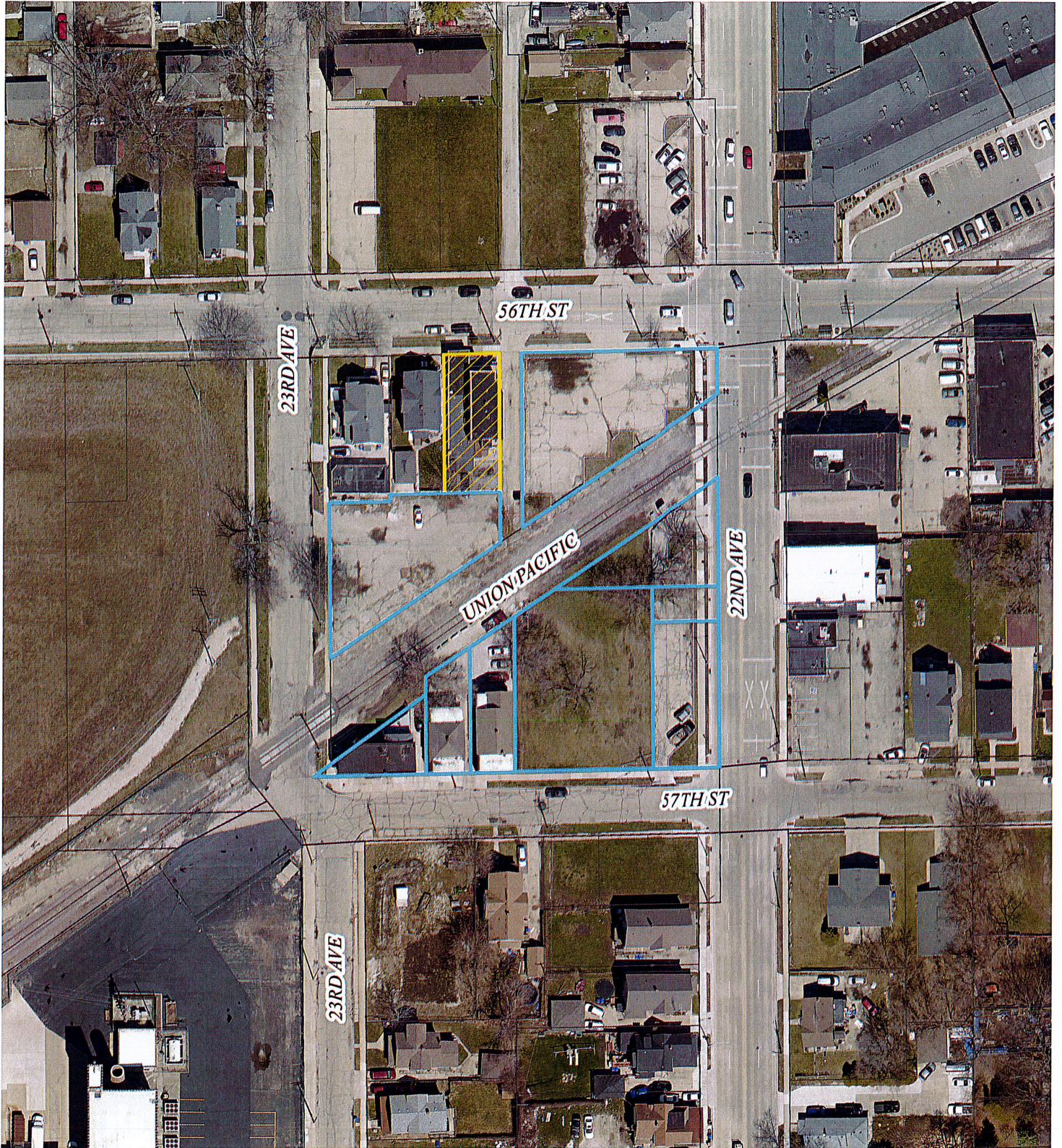
697 This Offer was presented to Seller by [Licensee and Firm] _____ Robert J. Morrone



698 _____ Prime Realty Group _____ on _____ 04/09/2024 _____ at _____ 2:30PM a m / p m

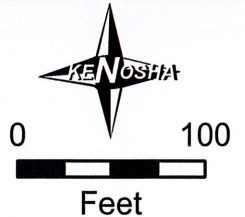
699 This Offer is rejected _____ This Offer is countered [See attached counter] _____

700 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Offer to Purchase
2217 56th Street



-  Subject Property
-  Properties currently owned by the City



City of Kenosha
Vicinity Map
Taken from KIN Master Plan



OPTION TO PURCHASE

ALFORD BUILDING PROJECT

Tax Key: 12-223-31-478-007

THIS OPTION TO PURCHASE (“**Agreement**”) is entered into this 15th day of April, 2024 (the “**Effective Date**”) by and between the City of Kenosha (“**City**”) and Public Food Markets, Inc., (“**Public Food Markets**”).

RECITALS

- A. City owns real property located at 702-714 58th Street, in the City of Kenosha, Wisconsin (“**Property**”).
- B. Public Food Markets desire to acquire the Property and develop a food educational center and community grocery store. (“**Project**”).
- C. City has demonstrated that it is amenable to the Project.

AGREEMENT

For and in consideration of the sum of Two Hundred and Eighty Five Thousand (\$285,000.00) dollars the City does hereby grant unto the Public Food Markets an option to purchase the Property on the following terms and conditions:

1. **Purpose.** Subject to the conditions herein, this “Option” is granted for the purpose of granting the exclusive right to Public Food Markets to purchase the Property in order to construct the Project. From and after the Effective Date, and until this Agreement is terminated, City shall not enter into any new contracts or agreements relating to the Property, including without limitation, mortgages or other instruments that encumber the Property, leases, options, rights of first refusal, or any other agreement that impairs Public Food Markets’ exclusive right to purchase the Property.
2. **Terms.** The Parties agree that the purchase price for the Property shall be an amount equal to \$285,000.00 (the “**Purchase Price**”). All terms and obligations for the sale of the Property are subject to negotiations satisfactory to the Parties including, but not limited to, (1) City approval of the aesthetics of the design, (2) environmental approvals, (3) indemnification obligations, (4) the parties’ respective duties and obligations, and (5) any contingencies to be set forth in a mutually agreeable purchase and sale agreement to be executed by the parties at a future date.

The Purchase Price Shall be evidenced by a sellers’ promissory note issued by Public Food Markets to the City (the “**Note**”). The Note shall not accrue interest. The Note shall include a provision that the City will forgive the Note in the event Public Food Markets spend at least \$1,000,000 in structural improvements of the building on the Property within the first twelve (12) months following the actual purchase.

4. **Option Period.** This Option shall commence on the Effective Date and, unless terminated by mutual agreement, shall continue in effect for a period of nine (9) months after the approval of this Option. Notwithstanding the foregoing, the Option period is anticipated to expire by January 8, 2025. After this period, Public Food Markets may request an additional extension up to six (6) months under the same terms of this Agreement. Should the Public Food Markets fail to exercise its option before the expiration of the Option period, this Option shall be null and void and neither party shall have any further obligation hereunder.

5. **Termination Right.** The Public Food Markets shall have the sole and exclusive right to terminate this Option at any time, without any cost or liability to the Public Food Markets, upon ten (10) days prior written notice to the City.

6. **City's Warranties and Representations.** City hereby makes the following warranties and representations with respect to the Property:
 - a. City has the full power and authority to enter into this Option.
 - b. To the best of City's current and actual knowledge, City has not received, and City has no knowledge of any predecessor receiving, notice of any violation of any law, municipal ordinance or other governmental requirement affecting the Property. City has no knowledge that any governmental authority is contemplating issuing such notice or that any such violation exists.
 - c. To the best of City's current and actual knowledge, there are no condemnation or eminent domain proceedings, nor any negotiations in lieu of condemnation, pending against the Property, and City is not aware of any condemnation or eminent domain proceedings being contemplated or threatened against the Property.

7. **Right of Inspection.** During the term of this Agreement, the Public Food Markets will be able to inspect the Property. Prior to inspecting the Property, any individual must sign necessary waivers provided by the Office of the City Attorney.

8. **Notices.** All notices and demands by either party to the other shall be given in writing and personally delivered or sent by overnight commercial courier and addressed:

To the City:

Director of City Development
 Municipal Building, Room 308
 625 52nd Street
 Kenosha, WI 53140

With copies to:

City Clerk/Treasurer
 Municipal Building, Room 105
 625 52nd Street
 Kenosha, WI 53140

Office of the City Attorney
 Municipal Building, Room 201
 625 52nd Street
 Kenosha, WI 53140

To Public Food Markets:

Public Food Markets, Inc.
 6633 Green Bay Road
 Kenosha, WI 53142
 Attn: J. Michael McTernan

[SIGNATURE PAGES FOLLOW]

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

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

Date: _____

BY: _____
MICHELLE L. NELSON,
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024, the abovementioned John M. Antaramian and Michelle L. Nelson to me known to be the Mayor and City Clerk/Treasurer of the City of Kenosha, Wisconsin, respectively, who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

PUBLIC FOOD MARKETS, INC.

BY: _____
J. MICHAEL MCTERNAN, President

Date: _____

STATE OF _____)
) ss.
CITY OF _____)

Personally came before me this _____ day of _____, 2024, _____, to me known to be the person who executed the above and foregoing Option.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

TOWER SPACE LICENSE AGREEMENT

THIS TOWER SPACE LICENSE AGREEMENT (the “License Agreement”) is made and entered into on _____ by and between **Kenosha Cellular Telephone, L.P.**, a Delaware limited partnership, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (“Licensor”), and the **Kenosha Police Department**, having a principal place of business at 1000 55th Street, City of Kenosha, Wisconsin 53140 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor has a leasehold interest in certain real property located at 8730 22nd Avenue, City of Kenosha, in Kenosha County, Wisconsin, at coordinates 42.54865299 North, - 087.83758908 West (the “Site”). The Site is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Licensee leases from Licensor the Licensed Space (as hereinafter defined) pursuant to the Tower Space License Agreement dated July 1, 2010 (the “Prior Agreement”), that will expire on the Commencement Date (as hereinafter defined) of this License Agreement. This License Agreement will continue that relationship; and

WHEREAS, Licensee desires to occupy, and Licensor is willing to provide, attachment locations upon the Tower (the “Tower”) for the placement of Licensee’s antennas, cabling and ancillary equipment (the “Tower Space” and alternatively referred to as the “Licensed Space”).

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. License Conferred. Licensor hereby confers upon Licensee, and Licensee hereby receives and accepts from Licensor, a license and privilege, which shall be irrevocable for the stated duration hereof unless otherwise stated herein, to do all of the following:

(a) Occupy attachment locations upon the Tower Space with one (1) Andrew PTP 820 (1’ diameter) microwave dish with one (1) Cambium Networks PTP18820S-V2 ODU and one (1) Cambium CAT6A Outdoor 3/8” transmission line, at a centerline height of eighty feet (80’) above ground level, all as more particularly described in Exhibit B attached hereto and incorporated herein, oriented in such directions as shall be in accordance with Licensee’s needs, subject to existing attached devices of other users.

(b) Extend and connect lines for signal carriage and amplifier power between Licensee’s antennas upon the Tower and Licensee’s Equipment located on a parcel of land adjacent to the Site.

(c) Extend and connect utility lines and related infrastructure between Licensee’s Equipment and suitable utility company service connection points.

(d) Traverse the Site as reasonably necessary to accomplish Licensee's purpose contemplated herein.

(e) Licensor's right of access to the Site is an easement granted in the underlying Ground Lease dated April 12, 2004, as amended by Ground Lease Amendment Number One dated March 14, 2008 (the "Prime Lease"), between Licensor and the owner of the Site. Licensee has read this underlying Prime Lease agreement and is satisfied with the easement rights Licensor is able to grant to Licensee. Licensor makes no representations regarding rights to access the Site.

2. Improvements and Purpose.

(a) Use. Licensee shall be permitted to use the Tower to install, operate, and maintain thereon common carrier radio base station equipment, including system networking, station control and performance monitoring functions, and for no other use or purpose. Licensee's installation of Licensee's Equipment on the Tower shall be limited to the antennas and other equipment and frequencies agreed upon in advance by Licensor. Licensee's equipment shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Licensor's review and approval which shall not be unreasonably withheld, conditioned or delayed, regarding Licensee's placement of equipment, method of installation, and all other matters which Licensor deems, in Licensor's reasonable opinion, to affect Licensor's own operations or interests.

(b) Plans and Specifications. Licensee, at the Licensee's expense and prior to commencing the installation of Licensee's Equipment, shall submit to Licensor the following: (i) detailed plans and specifications setting forth the proposed antennas and other equipment, the height and location of such equipment, and the construction, installation, and other work to be performed on the Tower, (ii) a structural analysis of the Tower addressing the installation of additional antennas and other equipment on the Tower by the Licensee and demonstrating that the installation of such equipment shall not exceed the load capacity of the Tower, and (iii) a list of all known frequencies licensed or assigned to Licensee by the Federal Communications Commission (the "FCC") to be used on the Tower. Licensee shall not install any equipment or commence any work on the Tower until Licensor approves, in writing, Licensee's plans and specifications, structural analysis and frequencies, such approval to be given in Licensor's reasonable/sole and absolute discretion. If Licensor does not approve Licensee's plans and specifications, structural analysis or frequencies, Licensee may not install or construct Licensee's Equipment on the Tower.

(c) Limited Use of Tower. Licensee's installation of Licensee's Equipment on the Tower shall be limited to the portion of the Tower structure for which Licensee has been granted a license, and Licensee shall not have the right to use Licensor's equipment or other portions of the Tower.

(d) Time of Installation. Licensee's installation of Licensee's Equipment on the Tower shall be performed on dates and at times and within time frames approved by Licensor in writing and shall not interrupt or interfere with the operation of Licensor's communications

system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing.

(e) Compliance with Laws. Licensee's installation of Licensee's Equipment shall be in compliance with all present and future laws, regulations, and requirements of all federal, state or local authorities, and Licensee shall deliver to Licensor, prior to installing Licensee's Equipment on the Tower or structurally enhancing the Tower, all certificates, permits, licenses and other approvals required by any federal, state or local authority to install Licensee's Equipment or structurally enhance the Tower.

3. Duration. The initial term of this License Agreement shall be five (5) years, commencing upon full execution of this License Agreement (the "Commencement Date") and expiring on the fifth (5th) anniversary of the Commencement Date. Thereafter, provided that it has faithfully performed its obligations under this License Agreement, Licensee shall have the option to extend its occupation of the Licensed Space, continuing all the same conditions and provisions hereof, for five (5) additional terms of five (5) years each. This License Agreement shall not renew unless Licensee shall notify Licensor, in writing, of Licensee's intention to renew this License Agreement, at least one hundred twenty (120) days prior to the expiration of the initial term, or as applicable, any additional term.

4. License Fee. Licensee shall pay to Licensor as a License Fee pursuant to this License Agreement in the basic amount of Five Hundred Sixty-Five Dollars (\$565.00) per month which amount shall be due on the first (1st) day of each calendar month. Payments not received by the tenth (10th) day of the month when due shall be subject to the imposition of a late payment charge at the rate of five percent (5%) per month until paid. Annually, on the anniversary of the Commencement Date and every year thereafter for the duration of this License Agreement, the amount of the monthly license fee which Licensee shall pay to Licensor shall be increased by an amount equal to three percent (3%) of the License Fee in effect during the previous year. Until further notice, checks should be made payable to Kenosha Cellular Telephone, L.P., must include reference number 777323 in the payment remittance, and be mailed to P.O. Box 958814, St. Louis, Missouri, 63195. Licensor's FEIN is 39-1757974.

5. Utilities. Licensee shall solely and independently be responsible for the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensor agrees to grant Licensee or its designated utility provider easements reasonably required for the delivery of electricity and telephone services to Licensee's operations.

6. Mechanic's Liens. Licensee shall keep the Tower free and clear of all mechanic's and materialmen's liens arising from or relating to the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower and Licensee's structural enhancement of the Tower, if any, and for a one hundred twenty (120) day period after completion of the installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or any structural enhancements to the Tower. If a mechanic's or materialmen's lien is filed against the Tower as a result of Licensee's installation, repair, maintenance, or removal of the Licensee's Equipment on or from the Tower or structural enhancement of the Tower, Licensee shall cause any such lien to be bonded or discharged of record within twenty (20) days of being notified of the lien. If Licensee fails to bond or discharge the lien within such twenty (20) day period, Licensor,

in addition to any other rights or remedies available at law or equity, shall have the right to discharge the lien by paying the amount claimed to be due or to bond the lien. Any amount paid by Licensor in discharging or bonding any lien together with all costs and expenses, including, without limitation, attorney's fees and costs, shall be immediately due and payable by Licensee upon demand from Licensor and Licensee agrees to indemnify and hold Licensor harmless from all such amounts.

7. Taxes. Licensor shall be responsible for payment of all personal and real property taxes assessed directly upon and arising solely from the Tower and Licensor's Equipment or use of Licensor's communications system on the Tower; provided, however, if Licensor's personal or real property taxes increase as a result of Licensee's Equipment or any improvements constructed by Licensee on the Tower, Licensee shall be responsible for payment of the increase in Licensor's personal and real property taxes. Licensee shall be responsible for payment of all personal property and any other taxes assessed directly upon and arising from Licensee's Equipment or the Licensee's use of Licensee's Equipment on or about Tower.

8. Maintenance and Repairs.

(a) Tower and Licensor's Equipment. Licensor shall be responsible for proper maintenance of the Tower, and Licensor covenants to keep the Tower in good condition and repair, and in compliance with rules and regulations enforceable by the Federal Communications Commission, the Federal Aviation Administration, and other governmental authorities, provided, however, in the event Licensee's Equipment cause increased maintenance, repairs, or replacements to the Tower, Licensee shall pay the cost of the increased maintenance, repairs and replacements to Licensor within thirty (30) days of receipt of written notice and copy of an itemized invoice from Licensor. Licensee shall be responsible for the proper maintenance of Licensee's Equipment.

(b) Licensee's Equipment. Licensee, at Licensee's expense, shall maintain, repair and replace Licensee's Equipment during the term or any renewal terms of this License Agreement provided that any alterations, modifications, repairs or replacements to Licensee's Equipment do not increase the number of antennas, cables or other equipment in the Tower Space, or increase the size or weight thereof, or materially alter the location thereof without prior written approval from Licensor. In order to protect the integrity of the Tower, Licensee agrees that any maintenance, repair and/or replacement performed on the Licensee's Equipment on the Tower shall be done in a workmanlike manner and all work shall be performed in a manner consistent with Licensor's high-quality construction standards. Further, any maintenance, repair or replacement work performed on the Licensee's Equipment shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment unless Licensor agrees to such interruption or interference in writing. Prior to the commencement of any maintenance, repair or replacement work on the Licensee's Equipment, Licensee shall submit detailed plans and specifications of the maintenance, repair and replacement work to be performed to Licensor for Licensor's written approval to Network Operations Center at (800) 510-6091, email: NOCCM@uscellular.com. Licensor shall have the right to approve the plans, specifications and any contractor(s) performing work on Licensee's behalf prior to the

commencement of any maintenance, repair or replacement work on the Licensee's Equipment, such approval not to be unreasonably withheld, conditioned or delayed. Unreasonably withheld, conditioned or delayed shall not include, and may not be limited to, any requirement by Licensor to complete a tower mapping, structural analysis or any other similar study and the recommended modifications to the tower based on those studies. Licensee shall have twenty-four (24) hour access seven days per week for routine maintenance of bay station equipment. Licensee shall provide Licensor with at least forty-eight (48) hours' notice prior to any maintenance, repair or replacement that requires access to the Tower unless an emergency exists, in which case notice shall be provided to Licensor at least twenty-four (24) hours after access to the Tower has occurred. Licensor shall have the right to have a representative present during any maintenance, repair or replacement on the Licensee's Equipment that requires access to the Tower.

9. Access. Licensee shall at all times have unrestricted access to Licensee's equipment; provided, however, that its access to the Tower shall be limited to the installation, removal, and periodic maintenance of Licensee's antennas and lines at Licensee's sole expense by a qualified tower services contractor approved in advance by Licensor, which approval shall not be unreasonably withheld, conditioned or delayed.

10. Interference. Licensee agrees not to allow any use of Licensee's Equipment or the Tower that may cause interference with or cause the improper operation of the Tower, Licensor's related equipment, Licensor's communications signal or system, or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower. In the event Licensee's Equipment or Licensee's use of the Tower causes measurable interference with or the improper operation of the Tower, Licensor's related equipment or communications system or any third party's equipment or communications system located on the Tower prior to Licensee's use of the Tower, Licensee, upon notification of such interference, agrees to promptly remedy such interference at Licensee's cost and, if necessary, agrees to cease operations (other than tests) until such interference is corrected to Licensor's sole satisfaction. Licensor agrees not to allow any subsequent third party's use of equipment or the Tower that may cause interference with or cause the improper operation of the Tower, the Licensee's related equipment, or the Licensee's communications signal or system. In the event any subsequent third party causes measurable interference with or the improper operation of the Tower, Licensee's related equipment or communications system, Licensor, upon notification of such interference, agrees to promptly remedy such interference to Licensee's sole satisfaction, at Licensor's cost.

11. Interruptions. Licensor and Licensee agree that Licensor shall have no responsibility or liability whatsoever for interruptions, disruptions, or failures in the Licensee's Equipment or the operation of the Licensee's Equipment including, without limitation, equipment failures, utility failures, structural failures, or otherwise. Licensor shall not give any unauthorized access to Licensee's Equipment; however, Licensor shall not be responsible to Licensee for any unauthorized access thereto. In all maintenance, repair, or replacement work performed by Licensor on Licensor's Equipment or the Tower, Licensor shall take all reasonable steps to not interrupt or interfere with the operation of Licensee's communications system or equipment without Licensee's written agreement.

12. Compliance with Laws. Licensee shall comply with all present and future laws, regulations, and requirements of all federal, state, and local governments and their agencies as they relate to the use, operation, maintenance, repair, replacement, and occupancy of the Tower and the Licensee's Equipment, as the case may be. Without limiting the foregoing, the Licensee shall at all times use, operate, maintain, repair, replace, and occupy the Tower and the Licensee's Equipment, as the case may be, in accordance with all FCC, FAA, and all other regulations, ordinances or laws.

13. Compliance with FCC Radio Frequency Emissions Requirements.

(a) It shall be the responsibility of the Licensee to ensure that Licensee's use, installation, or modification of Licensee's radios, signal carriage devices and antennas (Licensee's Equipment") on the Tower does not cause radio frequency exposure levels of all the existing equipment located on the Tower and in the surrounding vicinity including the Licensee's Equipment, Licensor's equipment and all other transmitting equipment in the vicinity to exceed those levels permitted by the Federal Communications Commission ("FCC"). Licensor shall require other communications users of the Tower to bear the same responsibility.

(b) If it is determined that the radio frequency levels on the Tower and surrounding vicinity exceed exposure levels set by the FCC and the responsible party causing such exposure cannot be identified, then Licensee shall reconfigure Licensee's Equipment, including but not limited to reducing power levels, as reasonably directed by Licensor, and shall equitably share in all expenses incurred by Licensor as are necessary in order to meet FCC compliance levels.

(c) Licensee shall reimburse Licensor, within 30 days following receipt of an invoice from Licensor, for reasonable expenses or costs incurred by Licensor to perform FCC RF compliance tests for human exposure to RF radiation as a result of the installation, existence or subsequent modification of Licensee's Equipment on the Tower.

(d) Licensee agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Licensee will cooperate with Licensor and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.

(e) Licensee acknowledges and agrees that, upon reasonable prior notice (except for emergency situations), Licensee shall reduce operating power or cease operation of Licensee's Equipment when it is necessary to prevent the overexposure of workers on the Tower to RF radiation.

14. Mutual Indemnification. Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, against all claims, losses, costs, expenses, damages, and liabilities arising from: (i) the negligence, willful misconduct or strict liability of such party, or its agents, employees, or contractors; or (ii) any material breach by such party of

any provision of this License Agreement. Neither party shall be responsible or liable to the other for any claim, loss, cost, expense, damage or liability arising from any claim to the extent attributable to any acts or omissions of the other party or to other third parties at the Tower.

15. Insurance. Licensee shall have adequate insurance at all times at Licensee's expense which coverages shall include but are not limited to the following: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000.00) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000.00); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of One Million Dollars (\$1,000,000.00). The foregoing insurance shall be issued on an occurrence basis, shall be primary with respect to any liability assumed by Licensee hereunder, shall specifically name Licensor as an additional insured, and include a waiver of subrogation in favor of Licensor. Licensee shall provide Licensor with certificates of insurance evidencing the required coverage and shall give Licensor thirty (30) days written notice if the coverage represented in these certificates is reduced or canceled.

Notwithstanding the foregoing, neither Licensee nor any employee, contractor, subcontractor or agent of Licensee shall allow any person to enter upon or climb on the Tower without inclusion of such person under its insurance policy coverage as required hereunder or without ensuring that such person is adequately insured and using appropriate preventive fall protection.

16. Opportunity to Cure Defaults. If Licensee fails to comply with any provision of this License Agreement which Licensor claims to be a default hereof, Licensor shall serve written notice upon Licensee specifying the default, whereupon a grace period of thirty (30) days shall commence to run during which Licensee shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days, provided Licensee makes a good faith showing that efforts toward a cure are continuing.

17. Transfer of Licensee's Interest. Licensee's interest under this License Agreement shall be assignable by Licensee, without the necessity of obtaining Licensor's consent, in connection with the transfer to the named holder of a FCC license or to an affiliate, subsidiary or partner of Licensee, provided, however, no such assignment shall relieve Licensee of any obligation under this License Agreement and Licensee and any assignee shall be jointly and severally liable under this License Agreement. Any other assignment of this License Agreement by Licensee shall require Licensor's prior written consent.

18. Multiple Users. Licensee shall not sublet or otherwise subdivide the Licensed Space or any portion thereof, or permit the Licensed Space to be occupied by multiple simultaneous users claiming through or under Licensee.

19. Removal of Licensee's Property. Licensee's Equipment are agreed to be Licensee's personal property, and Licensee shall at all times be authorized to create security interests in said

property specifically itemized, and to remove said property from the Licensed Space free from any lien of Licensor. Upon the expiration or earlier termination of this License Agreement, Licensee (i) shall remove Licensee's Equipment in a good, efficient, and workmanlike manner and in compliance with all applicable legal requirements, (ii) shall repair any damage caused to the Tower caused by such removal, (iii) shall not interrupt or interfere with the operation of Licensor's communications system or Licensor's Equipment in removing Licensee's Equipment, and (iv) shall surrender the Tower in good condition, ordinary wear and tear excepted. In the event Licensee fails to remove any of Licensee's Equipment from the Tower within thirty (30) days of the expiration or earlier termination of this License Agreement, Licensee shall be deemed to have abandoned Licensee's Equipment and Licensor shall be free to remove and dispose of Licensee's Equipment in any manner determined by Licensor, in Licensor's sole and absolute discretion, and without any liability to Licensee therefor. If Licensee is deemed to have abandoned Licensee's Equipment to Licensor, pursuant to the preceding sentence, Licensee shall reimburse Licensor within five (5) days of Licensee's receipt of an invoice from Licensor, for all costs incurred by Licensor in removing and disposing of Licensee's Equipment, such obligation to reimburse Licensor to survive the termination of this License Agreement. Notwithstanding the foregoing, Licensee shall not have the right to, and may not, remove any structural enhancements to the Tower, such structural enhancements becoming the property of Licensor upon the expiration or earlier termination of this License Agreement.

20. Default.

(a) Event of Default. The occurrence of one (1) or more of the following events shall constitute an "Event of Default" hereunder:

(i) Monetary Default. The failure by Licensee to make any payment of rent or any other payment required to be made by Licensee hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Licensee from Licensor.

(ii) Other Default. The failure by a party to observe or perform any of the covenants or provisions of this License Agreement to be observed or performed by such party, where such failure shall continue for a period of fifteen (15) days after written notice thereof is received from the other party; provided, however that it shall not be deemed an Event of Default by a party if the other party commences to cure such failure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination. If there occurs an Event of Default by Licensee, in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the right to terminate this License Agreement and all rights of Licensee hereunder. If there occurs an Event of Default by Licensor or if any permit or any approval of any federal, state or local government entity is cancelled, expires, terminated or withdrawn, or in addition to any other remedies available to Licensee at law or in equity, Licensee shall have the right to terminate this License Agreement without further obligation under this License Agreement other than the removal of Licensee's Equipment.

(c) Licensor's Right to Terminate. Licensor shall have the right to cancel and terminate this License Agreement without penalty upon one hundred eighty (180) day written notice to Licensee and provided that Licensor gives Licensee the opportunity to purchase the permanent improvements and assume Licensor's obligations at the Site. THIS 180-DAY TERMINATION PROVISION ONLY APPLIES IF THE LICENSOR, ITS SUCCESSORS OR ASSIGNS ELECTS TO ABANDON THE SITE OR OTHERWISE DISCONTINUE DOING BUSINESS AT THIS LOCATION. THIS PROVISION DOES NOT APPLY TO NORMAL SALE OF THE FACILITY OR BUSINESS, TRANSFER OF OWNERSHIP, OR OTHER TRANSACTIONS THAT ARE NOT INTENDED TO TERMINATE USE OF THE TOWER.

21. Destruction. If the Tower is totally or substantially destroyed, Licensor, in Licensor's sole and absolute discretion, may terminate this License Agreement or may rebuild the Tower at Licensor's expense. If Licensor elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate. If Licensor elects to rebuild the Tower, Licensee shall not be required to pay rent while the Tower is being rebuilt unless Licensor provides Licensee with alternative space.

22. Condemnation.

(a) Permanent and Entire Condemnation. In the event the Tower is permanently and entirely taken or condemned for public purposes or sold to a condemning authority under threat of condemnation, this License Agreement shall terminate on the date of condemnation or sale. Upon termination of this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate.

(b) Temporary or Partial Condemnation. In the event the Tower is temporarily taken or condemned in their entirety or in the event a portion of the Tower is temporarily or permanently taken or condemned, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof or to provide alternative space to Licensee, such alternative space to be acceptable to Licensee in Licensee's sole and absolute discretion. If the alternative space is unacceptable to Licensee, Licensee shall give Licensor written notice thereof and, upon Licensor's receipt of such written notice, this License Agreement shall terminate. If either Licensor or Licensee elects to terminate this License Agreement, Licensor shall reimburse Licensee the pro rata share of the annual rent that has been paid in advance hereunder and all rights and obligations of Licensor and Licensee arising after the termination date shall terminate, except for the parties' obligations concerning termination.

(c) Condemnation Award. Licensor shall receive the entire condemnation award for the Tower, Licensor's Equipment and the leasehold interest in the Site and Licensee hereby

assigns to Licensor any and all right, title and interest of Licensee in and to such award. Licensee shall have the right to recover from such authority, but not from Licensor, any compensation awarded to Licensee on account of Licensee's Equipment, Licensee's moving and relocation expenses, and Licensee's license interest.

23. Quiet Enjoyment. Licensor covenants that Licensee shall have quiet enjoyment of the Licensed Space throughout the duration of the License Agreement, as the same may be renewed and extended, and that Licensor will not intentionally disturb Licensee's occupation thereof as long as Licensee is not in default under this License Agreement.

24. Attorney's Fees. In any action at law or in equity, the substantially prevailing party shall be entitled to recover the reasonable costs and expenses of its successful case, including reasonable attorney's fees and costs of appeal from the non-prevailing party.

25. Binding Effect. All of the covenants, conditions, and provisions of this License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

26. Entire Agreement. This License Agreement constitutes the entire contract between the parties, and supersedes any prior understanding or oral or written agreements between them respecting the within subject matter.

27. Modifications. This License Agreement may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

28. Severability. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect. The parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

29. Authority. The persons who have executed this License Agreement represent and warrant that they are duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

30. Environmental.

(a) Definitions: For purpose of this License, the Term "Hazardous Substances" shall be defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define, "Hazardous Wastes" in the Resource Conservation and Recovery Act 42 U.S.C. Sections 6901 et seq., and any regulations promulgated thereto. For purposes of this License, the term "Environmental Laws" shall mean any and all local, state and Federal statutes, regulations or ordinances pertaining to the environmental or natural resources.

(b) Duty of Licensee: Licensee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous

Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensee shall indemnify and hold Licensor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Licensed Space if caused solely by Licensee or persons acting under the direction and control of Licensee. Licensee shall execute such affidavits, representations and the like from time to time as Licensor may reasonably request concerning Licensee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Licensed Space.

(c) Licensor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Licensor shall indemnify and hold Licensee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitations, any and all sums paid for settlement of claims, attorney's fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the property unless caused solely by Licensee or person acting under the direction and control of Licensee. Licensor shall execute such affidavits, representations and the like from time to time as Licensee may reasonably request concerning Licensor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Property.

(d) Effect of Mutual Indemnification: The indemnifications contained in this Section specifically include costs incurred in connection with any investigation of site conditions by either party or third parties or any cleanup remedial, removal or restoration work required by any governmental authority. Notwithstanding any other provisions in this License Agreement, the provisions of this Section will survive the expiration or termination of this License Agreement and either party shall have the right to summarily terminate this License Agreement, without giving notice required under this License Agreement, in the event of default of the other under this Section.

31. Relationship of License Agreement to the Prime Lease. The parties acknowledge that Licensor's interest in and right to use and occupy the Site are derived from and governed by the provisions of the Prime Lease. Licensee understands and agrees that this License Agreement is subject to and subordinate to the provisions of the Prime Lease. Licensor and Licensee acknowledge and agree that in the event Licensor's rights to occupy and use the Site are terminated as a result of the termination or expiration of the Prime Lease, this License Agreement shall terminate upon the effective termination date of said Prime Lease. In the event of any conflict in or between the terms and conditions of this License Agreement and the Prime Lease, the parties agree that the terms, provisions and conditions of the Prime Lease shall control. Licensor and Licensee each covenant to comply with the terms and provisions of said Prime Lease and to take such steps as shall be necessary to prevent its actions or those of its employees, agents or contractors from resulting in a breach of said Prime Lease.

32. Applicable law. This License Agreement shall be construed, performed and enforced in accordance with the laws of the State in which the Licensed Space is located.

33. Notices. Any notice, request or demand required or permitted to be given pursuant to this License Agreement shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is two (2) days after deposit in the United States mail, as the case may be.

LICENSOR: Kenosha Cellular Telephone, L.P.,
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Site: Kenosha Tremper/777323

LICENSEE: Kenosha Police Department
Attn: Chief of Police
1000 55th Street
Kenosha, Wisconsin 53140

with copies to: City Clerk/Treasurer
625 52nd Street, Room 105
Kenosha, WI 53140

34. Waiver of Compliance. Any failure of the Licensee to comply with any obligation, covenant, agreement or condition herein may be expressly waived by Licensor, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

35. Survival. The representations, warranties, and indemnifications contained herein shall survive the termination or expiration of this License Agreement.

36. Other. The submission of this License Agreement for examination and negotiation does not constitute an offer to license space, or a reservation or option, and this License Agreement shall become effective and binding only upon the execution and delivery hereof by both the Licensor and Licensee.

37. Electronic Signature. Each party agrees that the execution and delivery of this License Agreement by facsimile or electronic signature shall be legal and binding and shall have

the same force and effect as delivery of original signatures and that each party may use such facsimile or electronic signature as evidence of the execution.

38. Termination of Existing License. Upon the Commencement Date of this License Agreement, the Prior Agreement dated July 1, 2010, as amended, between the parties is hereby terminated.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Tower Space License Agreement as of the day and year first above written

LICENSEE
Kenosha Police Department

LICENSOR
Kenosha Cellular Telephone, L.P.
By: United States Cellular
Operating Company LLC
Its: General Partner

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

Exhibit A

Part of the Northeast $\frac{1}{4}$ of Section 13, Township 1 North, Range 22 East of the Fourth Principal meridian, lying and being partially in the Town of Pleasant Prairie and partially in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning on the East line of said $\frac{1}{4}$ section, 880 feet South, 0 degrees 18' 0" East of the Northeast corner thereof; thence continuing South 0 degrees 18' 0" East along and upon said East line of said $\frac{1}{4}$ section, 1,780.60 feet to the southeast corner of said $\frac{1}{4}$ section; thence North 87 degrees 19' 0" West along and upon the South line of said $\frac{1}{4}$ section, 2,106.61 feet to a point in the East line of 29th Avenue (formerly called Spring Block Avenue); thence North 0 degrees 10' 0" East along the upon the extension northerly of said East line, 33.03 feet; thence North 87 degrees 19' 0" West and parallel to the south line of said $\frac{1}{4}$ section, 484.96 feet to a point in the East right-of-way line of the abandoned Chicago North Shore and Milwaukee Railroad; thence North 1 Degree 44' 30" East along and upon said East line, 940.86 feet to a point in the South line of 87th Place; thence South 87 degrees 15' 50" East along and upon said South line, 1,196.34 feet to a point that is the extension southerly of the East line of 26th Avenue; thence North 0 degrees 18' 0" West along and upon said East line and its extension Southerly, 1,637.68 feet to a point in the South line of Pershing Boulevard; thence South 87 degrees 15' 50" East along and upon said South line, 631.56 feet to the center line of 25th Avenue; thence South 0 degrees 18' 0" East along and upon said centerline 829.93 feet to a point in the centerline of 86th Street; thence South 87 degrees 15' 50" East along and upon said centerline, 730 feet to the point of beginning.

Exhibit B

Tenant/Applicant Information		USCC Site Information												
Tenant Legal Entity: Kenosha Police Department Tenant Region: N/A Tenant Market: N/A Tenant Site Number: KPD South Tenant Site Name: KPD South Contact Information - Tenant Contact, the person responsible for the site once lease is executed (i.e. market manager, development, real estate)		USCC Site Number: 777323 USCC Site Name: Kenosha Tremper Site Address - Street: 8730 22nd Avenue City, State: Kenosha, WI 53140 Latitude: 42.547494 Longitude: 8730 22nd Avenue Structure Type: Monopole												
Current Application Date: 5/27/2022 Application Request Type: Existing Colocation														
Applicant Name: Calvin Atkinson Applicant Phone #: 262-894-1008 Applicant Email: calvin@kcpd.com Individuals Position: Lead Systems Technician														
Desired or Existing Centerline	Qty	Antenna Make & Model	Antenna Weight (lbs)	Antenna Dimensions (Inches)	Antenna Gain (DBi)	Sector BWidth/ Azimuth (Deg)	Mechanical Tilt Standoff (Ft)	Technology Type	TX Power (Watts)	Trans. Count	# of Cables per Ant.	Cable Mfg./Type	Cable Length (Ft)	Cable Diameter
(New, Existing To Remain, Existing To Be Replaced)				(Height) (Width) (Depth)										
S 1														
e 2														
c 3														
t 4														
o 5														
r 6														
1														
2														
3														
4														
5														
6														
Antenna Total														
Cable Total														
TX/RX Frequencies That Will Be Used														
Mount Information														
Mount Type														
Mount Model														
Mount Analysis Included With Application _____ Not Included Mount Modification Required _____ No														



Exhibit B (Continued)

Microwave Configuration																
	Desired or Existing Centerline	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Qty	MW Make & Model	MW Weight <small>(lbs)</small>	Antenna Dimensions <small>(Diameter)</small>	MW Gain <small>(DBI)</small>	3dB BWidth; Azimuth	Mechanical Tilt; Standoff <small>(Deg)</small>	Tower Technology Type	Tx. Power Count <small>(Watts)</small>	# of Cables per MW	Cable Mfg./Type	Cable Length <small>(Ft)</small>	Cable Diameter	
1	80	New	1	PTP 820 I ANT15F120CHZKFC-C TUBE&S4L1002200-Anderson	13.2	1	34.6	14.939	0	2	128 QAM	0.1	1	Cambium	150	3/8"
2																
3																
4																
Microwave Radio Equipment																
	Desired or Existing Centerline	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Qty	Make & Model	Weight <small>(lbs)</small>	Dimensions			Equipment Type	Ice Shield Information						
1	80	New	1	Cambium Networks PTP-188-205-V2	13.2	9.05	9.07	3.86	ODU	Ice Shield Required? Type Mounting Location #1 Mounting Location #2 Mounting Location #3						
2										No						
3																
4																
TX/RX Frequencies That Will Be Used																
18.005GHz / 19.565GHz																
Ancillary Equipment																
	Desired or Existing Centerline	Installation Type <small>(New, Existing To Remain, Existing To Be Replaced)</small>	Qty	Make & Model	Weight <small>(lbs)</small>	Dimensions			Equipment Type							
1																
2																
3																
4																
5																
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10																
11																
12																
13																
14																
15																



Exhibit B (Continued)

Ground Space/Shelter Information				Tower Extension	
Lease Area	Length (Feet)	Width (Feet)	Total Lease Sq Ft Area:	Tower Extension Requested	
Dimensions			0 Square Feet	Tower Extension Length	
Equipment Pad			0 Square Feet		
Dimensions					
Equipment Enclosure					
Category:					
Generator Information				Shared Services	
Generator Required:				Is shared shelter space needed?	
Generator Location:				Amount of space needed?	
Generator Ground	Length (Feet)	Width (Feet)	Total Lease Sq Ft Area:	Is shared power needed?	
Space Required			0 Square Feet	Estimated Monthly Usage?	
Separate Ground Space				Is a shared generator needed?	
Required				Is shared transport needed?	
Fuel Type:					
Tank Location:					
AC Power:					
Utility Requirements				Scope of Work Under this Application (REQUIRED) / Other Comments or notes	
Power Requirements:					
Telco/Backhaul Type:					
Telco / Fiber Provider:					
Equipment to be REMOVED (Qty/Model): existing MW dish at 80'				one (1) PTP 820 1' ANT, SP, 18GHz, RF-U-C TYPE&Std UBR220 - Andrew MW dish, and one (1) Cambium Networks PTP18820S-V2 ODU; both at 80'	
Equipment to be INSTALLED (Qty/Model):				one (1) PTP 820 1' ANT, SP, 18GHz, RF-U-C TYPE&Std UBR220 - Andrew MW dish, and one (1) Cambium Networks PTP18820S-V2 ODU; both at 80'	
FINAL TENANT CONFIGURATION ON TOWER (Qty/Model) (to include summary of leased ground space, if applicable):				Drop existing MW dish at 80', replace with one (1) PTP 820 1' ANT, SP, 18GHz, RF-U-C TYPE&Std UBR220 - Andrew MW dish, and one (1) Cambium Networks PTP18820S-V2 ODU; both at 80'	
Other Notes / Information:					

MEMORANDUM OF LICENSE

THIS MEMORANDUM OF LICENSE (“Memorandum”) is entered into on this _____ day of _____, 202__, by and between **Kenosha Cellular Telephone, L.P.**, a Delaware limited partnership, having a principal place of business at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631 (“Licensor”) and **Kenosha Police Department**, having a principal place of business at 1000 55th Street, City of Kenosha, Wisconsin 53140 (“Licensee”).

1. Licensor and Licensee entered into a Tower Space License Agreement (“License Agreement”) on the __ day of _____, 202__, for the placement of Licensee’s antennas, cabling and ancillary equipment (the “Tower Space”) for Licensee’s cellular common carrier mobile radio telephone base station, collectively the Tower Space shall be referred to hereinafter as the “Licensed Space”.

2. The term of the License is for five (5) years commencing on _____, 202__, and ending on _____, 202__, with five (5) successive five (5) year options to renew. If all options to renew are exercised, the term of this License will expire thirty (30) years after the Commencement Date (as defined in the License).

3. The Licensed Space is described in Exhibit A and is attached hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of License to be duly executed as of the day and year first above written.

LICENSEE

Kenosha Police Department

LICENSOR

Kenosha Cellular Telephone, L.P.

By: United States Cellular

Operating Company LLC

Its: General Partner

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the State of Illinois, hereby certify that _____, Vice President of Kenosha Cellular Telephone, L.P., known to me to be the same person who signed the foregoing Memorandum of License, personally appeared before me this day and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act on behalf of said Licensor for the uses and purposes therein stated.

Witness my hand and official seal the day ____ of _____, 202__.

Notary Public

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the State of _____, hereby certify that _____, _____, of Licensee, known to me to be the same person who signed the foregoing Memorandum of License, personally appeared before me this day and acknowledged that, pursuant to his/her authority, he/she signed the said Memorandum as his/her free and voluntary act of said Licensee, for the uses and purposes therein stated.

Witness my hand and official seal the day ____ of _____, 202__.

Notary Public

EXHIBIT A

Part of the Northeast $\frac{1}{4}$ of Section 13, Township 1 North, Range 22 East of the Fourth Principal meridian, lying and being partially in the Town of Pleasant Prairie and partially in the City of Kenosha, Kenosha County, Wisconsin and more particularly described as follows:

Beginning on the East line of said $\frac{1}{4}$ section, 880 feet South, 0 degrees 18' 0" East of the Northeast corner thereof; thence continuing South 0 degrees 18' 0" East along and upon said East line of said $\frac{1}{4}$ section, 1,780.60 feet to the southeast corner of said $\frac{1}{4}$ section; thence North 87 degrees 19' 0" West along and upon the South line of said $\frac{1}{4}$ section, 2,106.61 feet to a point in the East line of 29th Avenue (formerly called Spring Block Avenue); thence North 0 degrees 10' 0" East along the upon the extension northerly of said East line, 33.03 feet; thence North 87 degrees 19' 0" West and parallel to the south line of said $\frac{1}{4}$ section, 484.96 feet to a point in the East right-of-way line of the abandoned Chicago North Shore and Milwaukee Railroad; thence North 1 Degree 44' 30" East along and upon said East line, 940.86 feet to a point in the South line of 87th Place; thence South 87 degrees 15' 50" East along and upon said South line, 1,196.34 feet to a point that is the extension southerly of the East line of 26th Avenue; thence North 0 degrees 18' 0" West along and upon said East line and its extension Southerly, 1,637.68 feet to a point in the South line of Pershing Boulevard; thence South 87 degrees 15' 50" East along and upon said South line, 631.56 feet to the center line of 25th Avenue; thence South 0 degrees 18' 0" East along and upon said centerline 829.93 feet to a point in the centerline of 86th Street; thence South 87 degrees 15' 50" East along and upon said centerline, 730 feet to the point if beginning.

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF KENOSHA, WISCONSIN AND LANETTE ALTENBACH

This Professional Services Agreement (“Agreement”) is entered into by and between the City of Kenosha, Wisconsin (“City”) and Lanette Altenbach (“Altenbach”). The City and Altenbach are jointly referred to as the “Parties”.

RECITALS

WHEREAS, Lanette Altenbach had been assigned to the City of Kenosha as an environmental specialist through her former employer AECOM and has been involved in environmental investigations and health and safety programs since July 1985 until her retirement in February 2024; and

WHEREAS, Lanette Altenbach is a Professional Geologist in the State of Wisconsin and is a graduate from the Missouri University of Science and Technology and received a Bachelor of Science in Geological Engineering in 1985, graduating Cum Laude; and

WHEREAS, the City of Kenosha has several open environmental sites that continue to require investigation and monitoring, and anticipate future sites that will need investigation, monitoring, and cleanup throughout the City of Kenosha; and

WHEREAS, Lanette Altenbach as the former environmental specialist assigned to the City of Kenosha has a desire to continue to provide her services to the City of Kenosha and has significant knowledge and experience in providing support, advice, written documentation, and solutions to the multiple environmental sites throughout the City of Kenosha; and

WHEREAS, the City intends for Lanette Altenbach as the environmental specialist to be an as-needed position during the term of this Agreement; and

WHEREAS, Lanette Altenbach has experience working with many agencies, to include the Wisconsin DNR, Environmental Protection Agency, US Army Corp of Engineers, and AECOM, and currently maintains many contacts within the various agencies.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Altenbach agree as follows:

1. SCOPE OF SERVICES

Altenbach will provide “Services” to the City. “Services” will be provided to City as needed, upon City’s request. The City does not guarantee a volume of work to Altenbach under this Agreement. Altenbach acknowledges and agrees that the “Services” will be requested by the City on an as needed basis at the sole discretion of the City. As required herein, “Services” means preparation of environmental assessment forms and other supporting documentation as required, preparation of permits or applications, and grants as required. “Services” also include environmental mitigation compliance monitoring and working with all agencies and organizations hired by the City. “Services” also include review of Phase 1 and Phase 2 environmental site assessments. “Services” also include interacting and communicating with City Administration, elected officials, City officers, City employees, and citizenry, and attending meetings (of the Common Council, of committees of the Common Council, of boards, commissions, and authorities of the City, and when deemed advisable to the community.

Altenbach will perform the requested Services in accordance with Federal and State of Wisconsin laws, rules, regulations adopted codes, all applicable City adopted ordinances, and all applicable policies of the City.

Altenbach will provide additional "Services" requested by the City from time to time during the term of this Agreement as directed by the City Administration. "City Administration" for purposes of this Agreement means the Mayor and/or City Administrator.

Altenbach agrees that she will act in accordance with this Agreement and with the best interests of the City. Altenbach will present the best of her skills, experience, and talents, to perform all the duties required of the position. It is expected that as the environmental specialist Altenbach will provide Services in a professional manner.

Altenbach agrees to maintain a Wisconsin Driver's License, and maintain a driving record that does not adversely impact the City's insurability.

Altenbach acknowledges that there are the following sensory requirements for this positions:

- Sound perception and discrimination.
- Visual perception and discrimination.
- Oral communications ability.

Altenbach acknowledges that the position is an as-needed position and is a professional service agreement and will perform the duties as a consultant and there are no benefits other than those outlined in this agreement. .

2. COMPENSATION

Altenbach will be compensated at a rate of \$75.00 per hour during the term of this agreement for Services rendered as needed and at the request of the City. Altenbach will be paid on a monthly basis. Altenbach shall submit to the City a monthly itemized statement which details work completed and hours of Services rendered by Altenbach. Payment when made will be made by the City by direct deposit to a single financial institution licensed or chartered as such by the federal government or the state of Wisconsin, of Altenbach's choosing. Altenbach must report hours worked in a manner acceptable to the Director of Finance for the City.

The above rates are gross rates and any payments calculated therefrom are subject to mandatory employment deductions such as State and Federal taxes, and any other deductions prescribed by law.

Any other expenses, if prior approval has been received from City Administration, may be reimbursed at the actual expense and with receipts. For the avoidance of doubt, all travel, lodging and per diem expenses in connection with this Agreement shall be paid by Altenbach, unless prior written approval has been authorized by City Administration.

3. FRINGE BENEFITS

Altenbach is not eligible to participate in any fringe benefits or retirement programs of the City. The City will provide a laptop computer and any needed software programs to provide the Services. The laptop shall remain the property of the City and shall be returned upon termination.

4. INSURANCE

Altenbach must obtain and maintain at all times during the prosecution of the work under this agreement professional liability insurance. Limits of liability must be at least \$1,000,000.00 per claim and \$2,000,000.00 aggregate, with a deductible of less than \$10,000. Any such policy of insurance and the Declarations Page therefore must identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, Altenbach must maintain this policy for a period of six (6) years after the later of the termination of this Agreement or the last extension thereof. The premiums for this coverage shall be paid by the City of Kenosha.

4. TERM

This Agreement is effective from April 16, 2024, until December 31, 2025. This Agreement remains in force and effect to December 31, 2025, unless earlier terminated as provided in Paragraph 5 of this Agreement. This agreement may be extended for one year increments upon agreement by Altenbach and approval of the Mayor for up to three years. The compensation shall increase at 5% for each extension of this agreement.

5. TERMINATION

This employment is an as-needed agreement that may be terminated without cause. Either party may terminate this Agreement upon thirty (30) days written notice. The Mayor on behalf of the City, without Common Council approval, has the authority to terminate this agreement/employment. In case of such termination, Altenbach is entitled to receive payment for work completed up to and including the date of termination.

6. PLACE OF PERFORMANCE

Unless attending meetings, Altenbach will provide Services at a site determined by her.

7. PERFORMANCE STANDARDS

Altenbach must use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

8. INDEMNIFICATION

To the fullest extent permitted by law, Altenbach is liable for and must defend, save, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the acts or omissions of Altenbach or any officer, employee, representative, or agent of Altenbach. The City is responsible for and must defend, save, indemnify, and hold harmless Altenbach, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the acts or omissions of the City or any officer, employee, representative, or agent of the City. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it must notify the other and both Parties must cooperate fully in investigating the incident.

No provision of this Agreement is intended, or may be, construed to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained in Sections 345.05 and 893.80 of the Wisconsin Statutes, as amended, or any other applicable limits on municipal liability. To the extent that indemnification is available and enforceable, the City or its insurer is not liable in indemnity, contribution or otherwise for an amount greater than the limits of municipal liability established by Wisconsin law.

This indemnification provision and the indemnification provision in Paragraph 11 survive termination of the Agreement.

9. ASSIGNMENT

Neither party may assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both Parties.

10. OWNERSHIP OF DOCUMENTS

The City retains ownership of all work product and deliverables created by Altenbach pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the

performance of the Services hereunder must not be used by Altenbach for any purpose other than the performance of the Services hereunder without the express prior written consent of the City. Upon reasonable prior written notice, the City and its duly authorized representatives must have reasonable access to any books, documents, papers and records of Altenbach that are related to this Agreement for the purposes of audit or examination, other than Altenbach's financial records, and may make copies, excerpts and transcriptions of the same at the cost and expense of the City.

Any intellectual-property related material, including any and all rights, goodwill, relevant registrations and applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "intellectual property") that is developed or produced under this Agreement, is a "work for hire" and will be the sole property of the City. The use of the intellectual property by the City will not be restricted in any manner.

Altenbach may not use the intellectual property for a purpose other than that contracted for in this Agreement except with the written consent of the City. Altenbach will be responsible for any and all damage and resulting from the unauthorized use of the intellectual property.

11. PUBLIC RECORDS LAW COMPLIANCE

The parties acknowledge that the City is a municipal entity legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see, sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Records Law and confidential, all aspects of this Agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Records Law, Altenbach must produce copies of all materials gathered, produced, or modified pursuant to this Agreement to the City, in their original (e.g, electronic or digital with metadata) format at actual cost of reproduction, without profit. According to Wisconsin case law, even if records are created or maintained by, or in the custody of Altenbach as an independent contractor, they, along with the raw data used to create the records, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Altenbach agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to Altenbach's failure to comply with the Wisconsin Public Records and Open Meetings laws. Any Public Records Law request received directly by Altenbach related to this Agreement must immediately be reported to the City.

12. SEVERABILITY

If any part of this Agreement is held to be invalid for any reason, the remainder of this Agreement is valid to the fullest extent permitted by law.

13. DISCRIMINATION & ADA COMPLIANCE

Altenbach will not discriminate because of race, color, religion, age, sex, disability, or national origin. Such action includes but is not limited to the following: employment decisions, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

14. NOTICES

Any notice under this Agreement must be in writing, and will be sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

If to the City:

Mayor

If to Altenbach:

Lanette Altenbach

City of Kenosha
625-52nd Street, Room 300
Kenosha, WI 53140

3647 S. Logan Avenue
Milwaukee, WI 53207

and

City Clerk/Treasurer
City of Kenosha
625-52nd Street, Room 105
Kenosha, WI 53140

15. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation.

16. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.

17. ENTIRE AGREEMENT

This Agreement constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and supersedes any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance does not affect the validity of any other provision of this Agreement.

18. WAIVER

Failure to enforce any provision of this Agreement is not a waiver of that provision. Waiver of any right or power arising out of this Agreement is not a waiver of any other right or power.

19. CONSTRUCTION

This Agreement has been negotiated between the parties, and each party has participated in the drafting of this Agreement; consequently, the doctrine of construing an agreement against a draftsman shall not apply to the Agreement, and neither party has any rights under such doctrine.

20. CHOICE OF LAW AND VENUE

This Agreement shall be construed and enforced according to the laws of the State of Wisconsin. The Parties agree that any matter which may be brought or pursued in court shall be brought and maintained only in the Circuit Court for Kenosha County, Wisconsin, and each Party consents to said venue and the court's personal jurisdiction of each Party.

Signature pages follow

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____
DAVID F. BOGDALA
Mayor

Date: _____

BY: _____
MICHELLE NELSON
City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2024, David F. Bogdala, Mayor, and Michelle Nelson,, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

Lanette Altenbach

BY: _____
Lanette Altenbach

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2024, Lanette Altenbach, to me known to be such and acknowledged to me that she executed the foregoing instrument.

Print Name: _____
Notary Public, Kenosha County, Wisconsin.
My Commission expires/is: _____

Altenbach, Lannette

loldmill@gmail.com • 3647 S Logan Avenue, Milwaukee, WI 53207 • 414-209-2374

Education

Missouri University of Science and Technology (formerly University of Missouri-Rolla)
Bachelor of Science in Geological Engineering 1985 (Cum Laude)

- Professional Geologist, Wisconsin 1995 to present

Experience

AECOM | Milwaukee, Wisconsin

Geologist 9/2000 – 2/2024

Managed and/or conducted many types of environmental investigations; from Phase I environmental assessments through complete site characterization at small and large (over 100 acre) sites that included vacant, gas station, commercial and industrial sites. Managed the investigation, soil, and groundwater remediation at a larger brownfield site that began in 2010 when the manufacturer went bankrupt and is now under the ownership of the local municipality. Conducted the investigations from a Phase I Environmental Site Assessment through a site-wide, Wisconsin NR716 site investigation, developed the remedial action plan and have managed oversight of soil and groundwater remediation at the site. Prepared grant applications, assisted with grant funding management and other cost accounting measures.

Concurrent with the ongoing larger brownfield project, I managed a state contract providing grant funded investigations to smaller municipalities. Also conducted many leaking underground storage tank investigations with subsequent evaluation of remedial options and implementation of remediation.

Law Engineering and Environmental Services | Milwaukee, WI

Project Engineer/Hydrogeologist – 4/1995-5/2000

Project manager and primary investigator for Phase I environmental site assessments, Phase II environmental site assessments and more complex site investigations. Participated in a number of larger “portfolio” assessments conducted prior to acquisitions.

Foth & Van Dyke | Green Bay, Wisconsin

Hydrogeologist – 12/1989-4/1995

Managed environmental projects, progressively more complex, including project cost estimation, through execution and completion. Projects included underground storage tank removal and investigations, soil and groundwater investigations at paper mills and other paper converting companies as well as investigation for an underground mining permit.



Envirodyne Engineers | St. Louis, Missouri

Hydrogeologist – 3/1988-11/1989

Project support staff for environmental investigations and on-site documentation of remedial actions.

Riedel Environmental Services | Chesterfield, Missouri

Engineer – 7/1985-3/1988

Project controls for emergency response at EPA-identified immediate response sites. Sampled soil and groundwater, oversaw drilling and sampling programs, performed project documentation and cost accounting on active sites, and was site-specific health and safety officer at active sites.

Waukesha Family Practice Clinic, Waukesha, Wisconsin

Licensed Practical Nurse – 4/1979-6/1980

Lutheran Hospital of Milwaukee, Milwaukee, Wisconsin

Licensed Practical Nurse – 8/1974-4/1979

Professional Affiliations

American Institute of Professional Geologists

Association of Engineering Geologists

Training and Certifications

40 CFR 1910.120 Hazardous Waste Worker Annual refresher through 2019

American Red Cross First Aid/CPR 2018

AECOM Certified Project Manager 2015

Statistical Analysis 2007

Data Validation 2005

Total Quality Management 1994

40 CFR 1910.120, 8-Hour Supervisor Training, 1987

40 CFR 1910.120 Emergency Response Worker, 40-Hour Training, Interim Rules, 1986

40 CFR 1910.120 Hazardous Waste Worker, 40-Hour Training, 1987

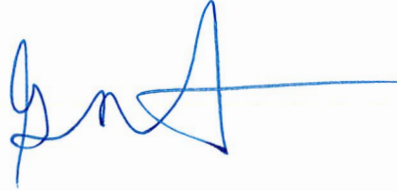
NR712 Wisconsin Certified Hydrogeologist

Publications and presentations

Due Diligence and Pre-Development Issues, November 2002.

American Public Works Association, Wisconsin Chapter, Fall Conference November 2023, “An AMC Story: Environmental Remediation to Redevelopment”

To: Mayor John Antaramian
Chairman Prozanski
Common Council Members
City Clerk



From: Gary D. Roberts, Director of Inspections

RE: Request to Refund a Special Charge in the amount of **\$275.00**

Date: April 4, 2024

On January 5, 2024, the Department of City Inspections conducted an inspection of the property located at 5603 31st Ave based upon a received complaint. That inspection revealed trash/debris in various parts of the property, which is a violation of city code (**16.17.A.2.i**). A twenty-four (24) hour order was posted on January 5, 2024 to remove all trash/debris. The date to comply the violation was January 6th, 2024. I note that the property owner was given a 24 hour Notice because **Chapter 16.09.D.1** states: *Whenever there has been a notice of violation and order issued to the Responsible Person or Tenants, where relevant, for a violation of this Code, no further notice and order shall be necessary for any re-occurrence of the same or similar violation within a twelve month period ensuing the date of the notice and order.* There was a previous trash case on December 4, 2023 where the property was cited and orders posted to clean up the trash. In that instance, the trash was removed by the owner. As a courtesy, the Department posts a 24 hour notice before taking any action, although that is not a requirement as noted above.

After reviewing the chronological history of this case, I do not believe that there are any extenuating circumstances that would support refunding this Special Charge. The owner, while given a 24 hour Order to Correct, was actually given far more time due to snowfall, etc. The property was not abated until well over a month later, and trash/debris was still present. Accordingly, the items were removed and costs were assessed.

It is ultimately the owner's responsibility to ensure that their properties do not violate city codes or ordinances. It is also the owner's sole responsibility that they act in a timely manner to comply any violation of the code. In this case, the owner failed to meet those responsibilities, resulting in the appropriate Special Charge being assessed. As such, and based on the facts as presented, I recommend **DENIAL** of refunding the Special Charge in the amount of **\$275.00**.



Department of City Inspections

Common Council Appeal
Staff Report

Tuesday, April 02, 2024

Appeal: The petitioners, Carole and Jesse Jasso, are requesting administration and cleanup fees in the amount of \$275.00 for the property of 5603-31st. Avenue (Parcel #09-222-36-376-002) be rescinded for the Total Amount \$275.00.

Inspector's Timeline:

January 05 2024	Arrived at property and took pictures of violations of trash and debris
January 05 2024	Knocked on door no answer posted orders with a 24 hour notice and took a pictures
January 08 2024	Went in afternoon trash was still there, took pictures and sent to contractor for cleanup
January 10 2024	Owner came in to complain about notice I was not there so she went up to Mayor office
February 26 2024	Contractor Jerry cleaned up property
March 28 2024	Owner came in and tried to tell us it was not her garbage, but Rich and I tried to explain to her any trash on her property, she has to take care of it. She said she would file an appeal. Appeal was received by the Clerk's Office and forwarded to City Inspections.

CITY OF KENOSHA
DEPT. OF COMMUNITY DEVELOPMENT & INSPECTIONS
INITIAL INSPECTION WORKSHEET FOR COMPLAINTS

T240013

CASE #: T240013
LOCATION: 5603 31 AV

INSPECTOR: SCOTT SORENSEN
LOT #:

PROP CLASS: ZONING: RG-1 UNITS: BUILDING: LAND:
ACCESS:
PARCEL: 09-222-36-376-002 ALD DIST: 07 KELLY MACKAY

EMERGENCY: OWNER CONTACTED: Y COMPLAINT TAKEN: 01/05/2024 TAKEN BY: HSARAH

COMPLAINANT:
STEPHANIE PELLEZE
5557 31ST AVENUE
PHONE: (262) 705-6440

OCCUPANT:
NUMBER OF PEOPLE: TIME THERE: EVICTION: MOVING:
CONTACT:
MAKE APPOINTMENT: AVAILABLE:
HOME PHONE: WORK PHONE:

OWNER:
JESSE & CAROLE JASSO
5603 31ST AVE
KENOSHA, WI 53144-4102
PHONE:

MANAGER:

CAUTION:

REQUEST FOR SERVICE:
TRASH IN YARD, CAN SEE FROM COMPLAINTANTS PROPERTY IF NEEDED

ADDITIONAL CASES:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
B090036	CLO	CP	3/25/09
H030403	CLO	JED	4/09/03
H051677	CLO	JED	5/23/05

T240013

CASE #: T240013
 LOCATION: 5603 31 AV

INSPECTOR: SCOTT SORENSEN

LOT #:

CASE NUMBER	CASE STATUS	INSP. INIT.	INITIAL DATE
H062095	CLO	JED	9/07/06
H090309	CLO	JED	3/19/09
H101462	CLO	JED	10/13/10
H120378	CLO	JED	4/30/12
H121806	CLO	MJS	8/13/12
H121838	CLO	JED	8/24/12
H130350	CLO	LFC	5/13/13
W131104	CLO	W/G	8/09/13
H142082	CLO	LFC	9/04/14
H142419	CLO	LFC	10/31/14
H150227	CLO	LFC	4/02/15
H160755	CLO	DMK	5/20/16
T170151	CLO	NUI	5/16/17
H180239	CLO	RMK	4/13/18
T190094	CLO	JIM	4/15/19
W190559	CLO	W/G	7/05/19
T190293	CLO	NUI	7/25/19
H191668	CLO	JIM	7/29/19
T190339	CLO	NUI	8/30/19
T190359	CLO	NUI	9/06/19
T190402	CLO	NUI	10/04/19
T190438	CLO	NUI	10/29/19
H200050	CLO	JIM	2/05/20
T200073	CLO	JIM	2/05/20
T200357	CLO	JIM	6/17/20
T200591	CLO	JIM	12/11/20
W230620	CLO	SRS	9/06/23
T230921	CLO	SRS	12/04/23

01/05/24
 03/25/24

CASE# T240013

IN DATE	FOLLOW-UP	TYPE	TIME	RESULT	COMMENT
01/05/24	01/08/24	INI		PND	TRASH AND DEBRIS IN YARD TOOK PICTURES
01/05/24	01/08/24	PO		PND	KNOCKED ON DOOR NO ANSWER POSTED A 24 HOUR NOTICE TOOK A PICTURE
01/08/24	01/18/24	MTG		PND	SENT TO JERRY.
01/10/24	01/10/24	MTG		CON	SPOKE WITH ONE OF THE OWNERS OF HOME REGARDING 24 NOTICE.SHE WANTED TO SPEAK WITH SCOTT REGARDING TRASH/DEBRIS.HE WAS OUT SO SHE WENT TO THE MAYOR'S OFFICE.-JRP
02/26/24	00/00/00	MTG		CCT	JERRY CLEANED UP



Jan 5, 2024 1:11:31 PM
5557 31st Avenue
Kenosha County
Wisconsin
Index number: 1191



Jan 5, 2024 1:13:43 PM
5604 31st Avenue
Kenosha County
Wisconsin
Index number: 1192



Jan 5, 2024 1:14:13 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1193



Jan 5, 2024 1:14:55 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1194

NOTICE

Case #: T240013

Date: 01/05/24 Inspector: Scott Sorenson

An inspection was completed at 5603 - 31ST Ave

and the following observation(s) were made:

- Junk, trash, debris, furniture etc. observed on the property and/or parkway
- Overgrowth of grass/weeds

This property was previously cited for the same violation on: 12/04/23.
City Municipal Code, Chapter 16.09(D)(1) states: "Whenever there has been a notice of violation and order issued to the Responsible Person or Tenants, where relevant, for a violation of this Code, no further notice and order shall be necessary for any re-occurrence of the same or similar violation within a twelve-month period ensuing the date of the notice and order."

Accordingly, if the violation remains 24 hours after this NOTICE is posted, a City Contractor will be sent out to cut and/or clean your property. You will be billed for the costs of all abatements, and if not paid, a Special Charge will be placed on the property taxes, including a \$100.00 Administrative Fee.

If you have any questions, please contact our office at:

262-653-4263

Invoice

DATE	INVOICE #
2/26/24	10782

BILL TO
CITY OF KENOSHA 625 52ND ST. KENOSHA, WI. 53140

DUE DATE	P.O. NUMBER
3/16/24	MR.KATH

DESCRIPTION	AMOUNT
5603 31ST AVE REMOVED LITTER, BRICKS, BRANCHES, AND MISC DEBRIS	175.00
5% LATE FEE WILL BE APPLIED TO ALL LATE INVOICES	0.00
5%10 NET 20	Subtotal
	175.00
	0% Tax
	Total
	175.00

JOB# 24003 BEFORE

ADDRESS 5603 31ST AVE

DATE ORDERED 1-29-24

DATE CUT ^{cleaned} 1-30-24

ORDERED BY Mr. Kath

TIME IN 3:33

TIME OUT 3:42

DEBRIS REMOVAL 100⁰⁰

SQ. FT. N/A

JOB COST 175⁰⁰

FOREMAN gm



JOB# 24003 AFTER

ADDRESS 5603 31ST AVE

DATE ORDERED 1-29-24

DATE CUT 1-30-24

ORDERED BY Mr. Kater

TIME IN 3:33

TIME OUT 3:42

DEBRIS REMOVAL 100⁰⁰

SQ. FT. N/A

JOB COST 175⁰⁰

FOREMAN JM

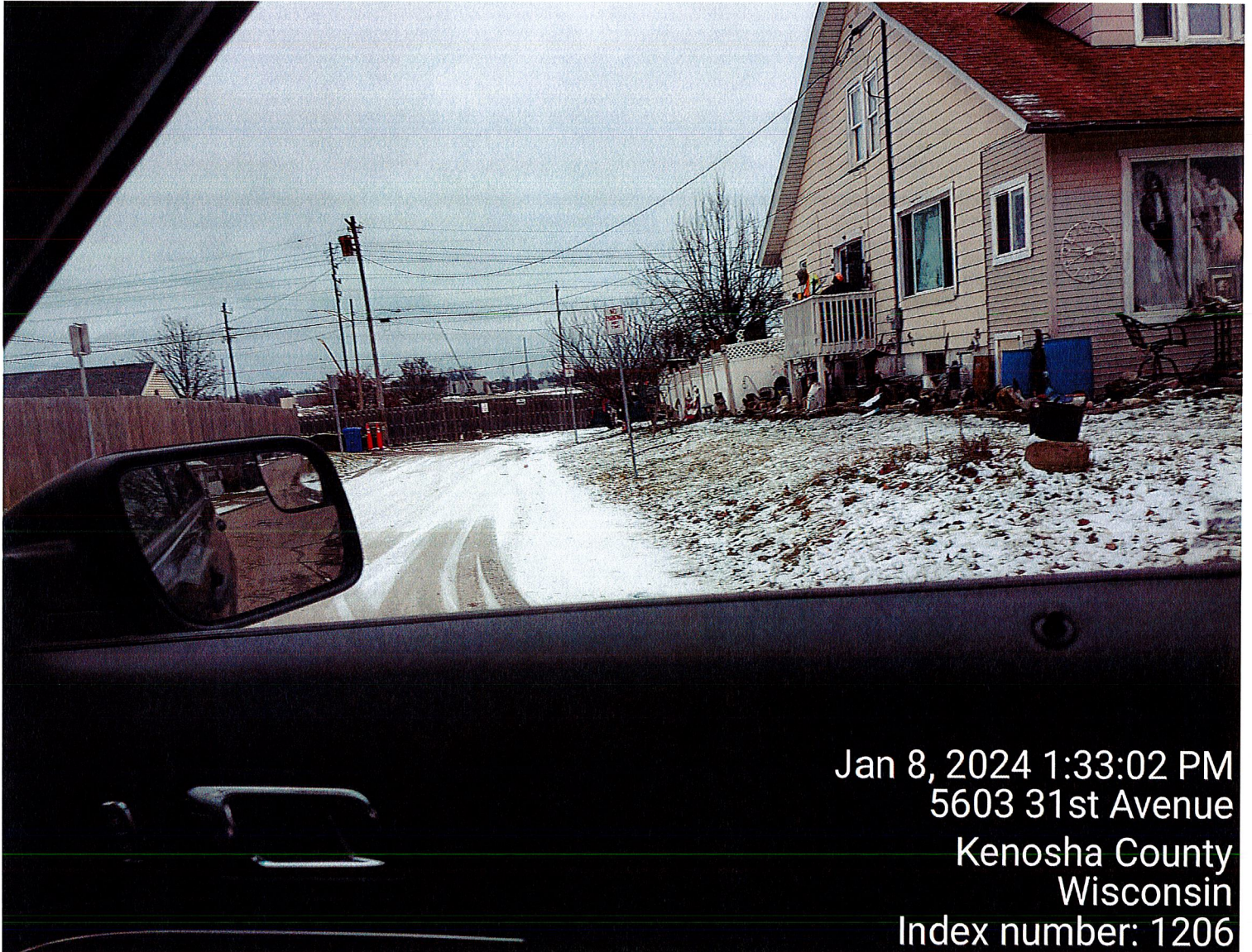




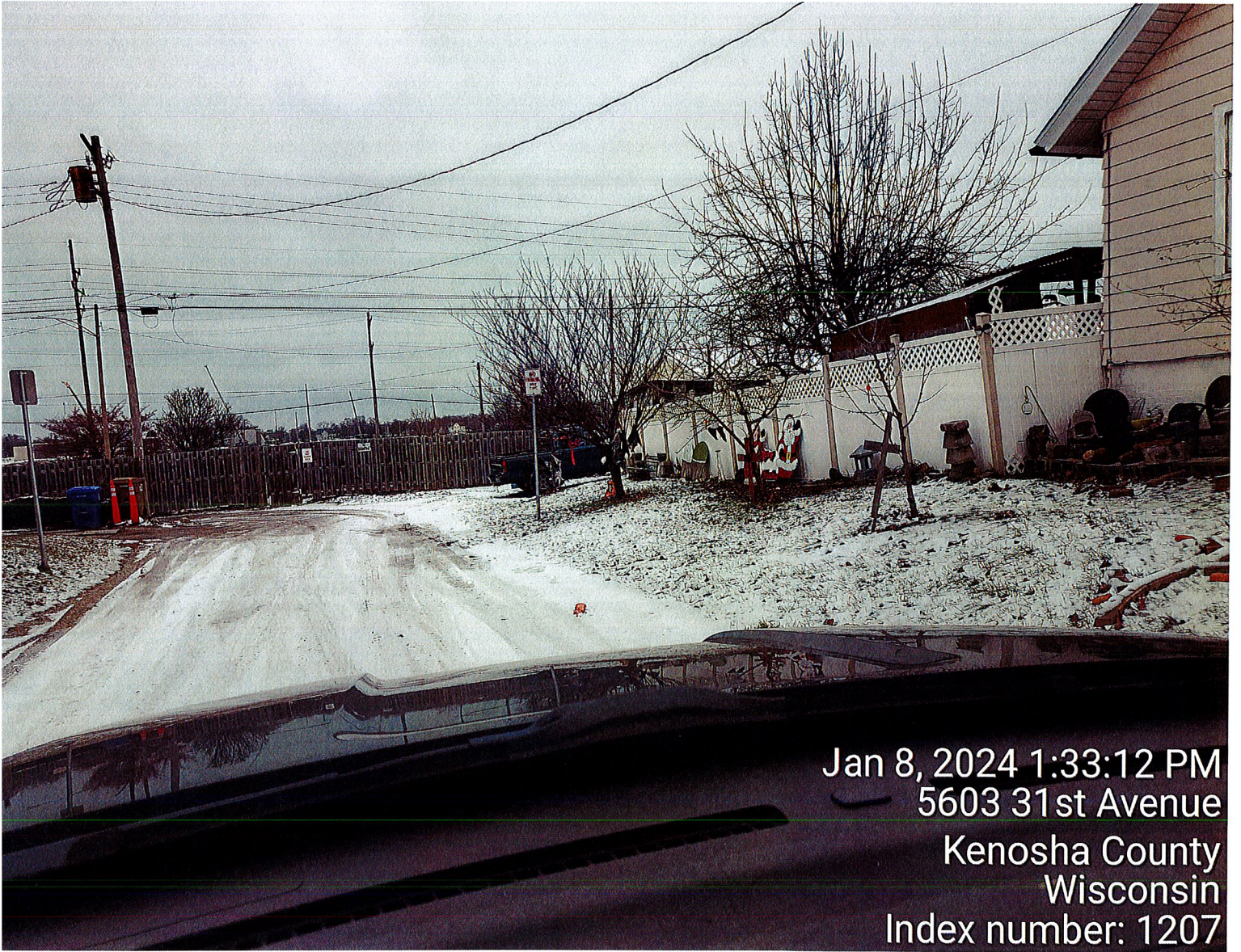
Jan 8, 2024 11:45:19 AM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1196



Jan 8, 2024 1:32:50 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1205



Jan 8, 2024 1:33:02 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1206



Jan 8, 2024 1:33:12 PM
5603 31st Avenue
Kenosha County
Wisconsin
Index number: 1207

RESOLUTION NO. 40-24


BY: FINANCE COMMITTEE

To Impose a Special Charge on Certain
Parcels of Property for
Trash and Debris Removal

BE IT RESOLVED, that special charges for trash and debris removal during 2024, in the total amount of \$1,361.53, be levied against the respective parcels of property as shown by a report by the Department of City Inspections and filed in the office of the City Clerk of the City of Kenosha.

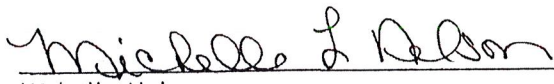
Passed this 18th day of March, 2024

Approved:


_____, Mayor
John M. Antaramian

Date signed 3/21/24

Attest:

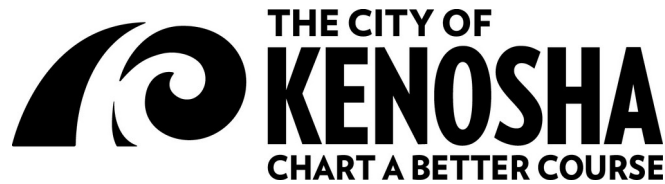

_____, City Clerk-Treasurer
Michelle Nelson

Date signed 3/21/24

Drafted by:
Department of City Inspections

/LWC

Parcel #: 05-123-06-204-017	1616 61ST ST			
Owner of Record SHORE ISLAND HOLDINGS LLC PO BOX 87 STOUGHTON, WI 53589	Admin. Fee 100.00	Charge 175.00	Total 275.00	
Parcel #: 09-222-36-376-002	5603 31ST AVE			
Owner of Record JESSE & CAROLE JASSO 5603 31ST AVE KENOSHA, WI 53144-4102	Admin. Fee 100.00	Charge 175.00	Total 275.00	
Parcel #: 12-223-31-354-001	1935 56TH ST			
Owner of Record RICHARD M MASCARELLA 420 KNIGHT ST CANNELTON, IN 47520	Admin. Fee 100.00	Charge 711.53	Total 811.53	
RESOLUTION TOTAL			1,361.53	



March 28, 2024

Carole and Jesse Jasso
5603 31st Ave
Kenosha WI 53144

Re: Request for Review of Trash and Debris Removal Special Charge – 5603 31st Avenue
Parcel #09-222-36-376-002
\$275.00

Dear Carole and Jesse Jasso:

The City of Kenosha Finance Committee will review your above referenced request at their regular meeting to be held on Monday, April 15, 2024 at 6:00 pm in Room 204 of the Kenosha Municipal Building, 625 52nd 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.

If you have any questions, please call me at 262-653-4026 or send an e-mail to me at kargust@kenosha.org.

Sincerely,

CITY OF KENOSHA

c: Alderperson Kelly Mackay 7th District

SPECIAL CHARGE *
 REQUEST FOR REVIEW
 CITY CLERK TREASURER
 625 52nd STREET, ROOM 105
 KENOSHA, WI 53140
 262-653-4020 cityclerk@kenosha.org



Date 3-28-24

Your Name CAROLE AND JESSE JASSO

Your Phone Number 262 960 4934 Email _____

Your Address 5603 31 AVE KENOSHA WI 53140
 (Address/City/State/Zip)

City of Kenosha Property Address 5603 31 AVE KENOSHA WI 53140

City of Kenosha Property Parcel Number _____

Type of Special Charge

Board-up Fee	
Reinspection Fee	
Penalty Fee	
Snow Removal	
Trash & Debris Removal	290.47
Grass & Weed Cutting	

Amount _____

How were you made aware of the special charge? _____

By MAIL

Have you contacted any City department? If so, when (date) and who did you speak with?

3-28-24
RM 100 clerk

Provide an explanation as to why the special charge should be reviewed and specify the adjustment amount you are requesting:

3-28-24 I+'S NOT MY
RM 100 CLERK
properly line
Please Review properly lines

***Special Assessment Appeal** (sidewalk, paving, etc.) According to Section 66.0703 of the Wisconsin Statutes, the sole remedy for seeking an appeal of a special assessment is an appeal to Circuit Court within 90 days after the date of the notice or of the publication of the final resolution. This period of limitation does not apply to appeals based on fraud or latent defects in the construction of the improvement.

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

JESSE & CAROLE JASSO
5603 31ST AVE
KENOSHA, WI 53144

BILLING DATE: 04/01/24

PARCEL NO. 09-222-36-376-002

FOR

RESOLUTION: 040-24
TRASH & DEBRIS

APRIL 30, 2024
DUE BY WITHOUT INTEREST

PROPERTY 05603 031 AV

LOT 50 H L BULLAMORE'S SUB PT OF
SEC 36 T2 R22 ALSO PT OF W 1/2
ALLEY RES#165-97 DOC#1075018
OT LINE ADJUSTMENT) V 1403 P648
04340 DOC#1522820

AMOUNT DUE* 275.00

***AMOUNT DUE IF PAID BY DATE ABOVE**

TAX BILL YEAR	AMOUNT	
2024	290.47	0000
0000		0000
0000		0000
0000		0000
0000		0000
TOTAL	290.47	

7.5%.

Interest Included if not paid by November 30th of this year.

If this bill is not paid in full by November 30th of this year, this assessment or charge will automatically be placed on your real estate tax bill for the year 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.

If you have questions regarding this bill, please contact the Department of City Inspections at 262-653-4263.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 06

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 3/16/2024 through 03/31/2024 and have approved the disbursement as follows:

1. Checks numbered from 218231 through 218370 as shown on attached listing consisting of:

a.	Debt Service	-0-
b.	Investments	-0-
c.	All Other Disbursements	<u>\$14,414,661.42</u>
	SUBTOTAL	<u>\$14,414,661.42</u>

PLUS:

2.	City of Kenosha Payroll Wire Transfers from the same period:	<u>\$1,701,029.87</u>
----	--	-----------------------

TOTAL DISBURSEMENTS APPROVED	<u>\$16,115,691.29</u>
-------------------------------------	------------------------

Daniel Prozanski Jr.	Brandi Ferree
Holly Kangas	Curt Wilson
Keith Rosenberg	Ruth Dyson

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

Respectively submitted,



Director of Finance

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

PREPARED FOR: Finance Committee

ITEM: Disbursement Record #06

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 4/04/2024

Prepared By: KG

Reviewed By: 

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218231	3/22	MISSION SQUARE	110-00-21572-000-000	3/1-15/24 CONTRIBS	58,090.18
			110-00-21599-000-000	3/1-15/24 CONTRIBS	19,285.08
			110-00-21524-000-000	3/1-15/24 CONTRIBS	5,630.00
				..... CHECK TOTAL	83,005.26
218232	3/22	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	W/E 3/16 HRLY DEDCTS	30.00
218233	3/22	CHASE BANK KENOSHA	110-00-21513-000-000	P/E 3/16 HRLY DEDCTS	20,323.68
			110-00-21511-000-000	P/E 3/16 HRLY DEDCTS	15,340.33
			110-00-21612-000-000	P/E 3/16 HRLY DEDCTS	15,340.13
			110-00-21614-000-000	P/E 3/16 HRLY DEDCTS	3,988.04
			110-00-21514-000-000	P/E 3/16 HRLY DEDCTS	3,987.75
				..... CHECK TOTAL	58,979.93
218234	3/22	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 3/16 WAGE ASSIGN	110.67
218235	3/22	JOHNSON BANK	110-00-21532-000-000	P/E 3/16 CITY HRLY D	2,183.00
			110-00-21532-000-000	P/E 3/16 WATER HRLY	754.84
				..... CHECK TOTAL	2,937.84
218236	3/22	WI SCTF	110-00-21581-000-000	P/E 3/16 HRLY DEDUCT	1,753.45
218237	3/22	CARE-PLUS DENTAL PLANS, INC	611-09-50101-155-525	4/24 PREM	48,591.12
218238	3/22	IAFF/NATIONWIDE	110-00-21574-000-000	3/1-15 CONTRIBS	17,439.34
			110-00-21579-000-000	3/1-15 CONTRIBS	1,620.00
				..... CHECK TOTAL	19,059.34
218239	3/22	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	3/1-15 CONTRIBUS	16,229.87
			110-00-21539-000-000	3/1-15 CONTRIBUS	3,713.87
				..... CHECK TOTAL	19,943.74
218240	3/22	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 3/16 STATE TAX	94.86
218241	3/22	NAVITUS HEALTH SOLUTIONS	611-09-50101-155-527	RX CLAIMS 3/1-3/15	91,351.99
			611-09-50101-155-527	02/24 SHARED SAVINGS	8,603.09
			611-09-50101-155-518	03/24 ADMIN	5,194.98
				..... CHECK TOTAL	105,150.06

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218242	3/22	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 3/16 D ELFERING	264.52
218243	3/27	LAKESIDE STEEL & MFG. CO.	520-09-50401-347-000	LABOR & MATERIAL	151.00
218244	3/27	SCOUT LEADERS RESCUE SQUAD	222-09-50101-294-000	1ST QTR 2024 RETAIN	1,250.00
218245	3/27	LEAGUE OF WISCONSIN	110-01-50101-323-000	2024 MEMBER RENEWAL	19,724.28
218246	3/27	FIRST SUPPLY CO.	110-05-55109-246-000	SUPPLIES AND SERVICE	190.04
			110-05-55109-249-000	SUPPLIES AND SERVICE	90.18
			110-05-55109-246-000	SUPPLIES AND SERVICE	28.61
			110-05-55109-246-000	SUPPLIES AND SERVICE	12.83
			110-05-55103-357-000	SUPPLIES AND SERVICE	12.56
			110-05-55109-361-000	SUPPLIES AND SERVICE	4.50
				..... CHECK TOTAL	338.72
218247	3/27	VAN'S ROOFING, INC	520-09-50201-246-000	ROOF REPAIR SERVICES	589.14
218248	3/27	KENOSHA WATER UTILITY	521-09-50101-223-000	11/30-1/31	19,698.65
			521-00-13112-000-000	11/30-1/31	4,744.78
			110-03-53103-223-000	11/30-1/31	4,365.70
			110-05-55109-223-000	11/30-1/31	3,996.54
			110-05-55109-223-000	11/30-1/31	3,692.52
			110-03-53103-224-000	11/21-2/28	2,042.25
			110-05-55109-224-000	10/31-2/28	1,915.32
			520-09-50301-223-000	11/30-1/31	1,240.86
			110-02-52203-224-000	11/30-2/28	1,068.55
			521-09-50101-224-000	11/30-2/28	849.94
			520-09-50301-224-000	11/13-2/28	810.53
			110-03-53116-223-000	12/31-2/28	661.40
			110-02-52203-223-000	11/30-1/31	483.46
			110-01-51801-223-000	12/31-1/31	418.88
			461-11-52201-581-000	11/30-1/31	379.24
			110-05-55102-224-000	11/13-2/28	272.20
			501-09-50107-223-000	4071 88TH AVE COMPOS	271.56
			632-09-50101-224-000	11/27-2/28	160.07
			463-11-52102-219-000	12/31-2/28	117.90
			110-03-53116-224-000	12/31-2/28	76.52
			110-01-51802-223-000	4710 47TH AVE	68.68
			110-01-51802-223-000	47TH AVENUE	54.10
			110-01-51802-223-000	3604 67TH ST	51.44
			110-01-51802-223-000	4722 47TH AVE	43.48
			463-11-52302-219-000	11/30-1/31	11.66
			110-01-51801-224-000	12/28-1/31	1,007.30CR
				..... CHECK TOTAL	46,488.93

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218254	3/27	SIGNARAMA	110-02-52103-561-000	GRAPHICS FOR PATROL	9,060.00
			110-02-52103-219-000	TRAILER GRAPHICS	150.00
			110-02-52103-561-000	DESIGN	120.00
				..... CHECK TOTAL	9,330.00
218255	3/27	T-MOBILE USA	110-02-52102-219-000	24-6225 MORENZ	25.00
			110-02-52102-219-000	24-4816 KUKOWSKI	25.00
				..... CHECK TOTAL	50.00
218256	3/27	T-MOBILE	501-09-50103-226-000	2/08-03/07 ENG CARD	35.00
218257	3/27	PITNEY BOWES GLOBAL FINANCE	110-01-51306-311-000	SUPPLIES	663.97
218258	3/27	SAM'S CLUB	524-05-50101-397-000	SUPPLIES/MERCHANDISE	43.71
			110-01-51901-263-000	SUPPLIES/MERCANDISE	15.92
				..... CHECK TOTAL	59.63
218259	3/27	ROOT-PIKE WATERSHED	501-09-50102-219-000	SWU EDUCA PROGRAM	8,640.00
218260	3/27	KENOSHA COUNTY TREASURER	110-00-12101-000-000	03-121-03-442-040	9,215.38
218261	3/27	ELECTION SYSTEMS & SOFTWARE	110-01-51901-232-000	WARRANTY/LICENSE	12,495.00
218262	3/27	STATE BAR OF WISCONSIN	110-01-52001-322-000	TRAFFIC LAW	93.83
218263	3/27	ENGBERG ANDERSON ARCHITECTS	405-11-51801-583-000	SOUTHPORT BEACH	1,807.50
218264	3/27	SOUTHPORT ENGINEERED SYSTEMS	405-11-52111-589-000	GREENHOUSE UTILITY	1,235.00
			110-02-52103-246-000	RISE TRAINING CENTER	629.41
			110-02-52103-246-000	RISE TRAINING CENTER	618.00
			110-02-52103-246-000	RISE TRAINING CENTER	360.00
				..... CHECK TOTAL	2,842.41
218265	3/27	SOUND OFF SIGNAL GSA	110-02-52103-561-000	EQUIPMENT FOR PATROL	23,324.11
218266	3/27	EWALD AUTOMOTIVE GROUP	110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
			110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
			110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
			110-02-52103-561-000	FORD POLICE INTERCEP	42,726.00
				..... CHECK TOTAL	170,904.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218267	3/27	HOME HEATING & COOLING	110-05-55109-249-000	EMERGENCY HVAC SERV	155.00
218268	3/27	ENERGY SOLUTION PARTNERS	520-09-50106-341-000	3/24 7201.0 DIESEL F	22,961.83
218269	3/27	WISCONSIN SUPREME COURT	110-01-52001-264-000	JUDICIAL ED 5/1-4/30	800.00
218270	3/27	HABITAT FOR HUMANITY	214-06-50303-259-000	#6878934- PROJ COSTS	35,948.07
218271	3/27	VERNON GRAPHIX	110-05-55101-311-000 110-05-55101-311-000	VINYL SIGNS BANNER DESIGN CHECK TOTAL	672.00 50.00 722.00
218272	3/27	LINE-X OF KENOSHA	110-02-52103-561-000	FLT 4188 COVER	1,275.00
218273	3/27	TOP PACK DEFENSE LLC	110-02-52103-365-000 110-02-52103-365-000	DUTY GEAR HOLSTER TLR-9 FLEX-TAC LIGHT CHECK TOTAL	1,429.30 1,269.00 2,698.30
218274	3/27	AVALON	520-09-50201-344-000	AVL/GPS PROJECT	3,431.00
218275	3/27	TRAFFIC CONTROL CORPORATION	632-09-50101-393-000	CONTROLLERS/OPTICOM	1,029.00
218276	3/27	BOUND TREE MEDICAL, LLC	206-02-52205-318-000 206-02-52205-369-000	MEDICAL SUPPLIES MEDICAL SUPPLIES CHECK TOTAL	1,855.18 197.97 2,053.15
218277	3/27	WHOLESALE DIRECT INC	632-09-50101-393-000	PARTS/MATERIALS	905.90
218278	3/27	HAPPENINGS MAGAZINE	222-09-50101-259-000	ADVERTISING	300.00
218279	3/27	INTERNATIONAL ASSOC OF	110-02-52107-264-000	LABATORE IACP CONF	650.00
218280	3/27	TOTAL ENERGY SYSTEMS, LLC	110-02-52103-231-000	KOHLER GENERATOR	2,819.02
218281	3/27	BAYCOM	110-02-52103-231-000	SERVICE AGREEMENT	59,497.00
218282	3/27	FIRSTNET	110-02-52103-226-000 631-09-50101-226-000 110-01-51901-226-000 206-02-52205-226-000 110-01-51102-226-000 110-02-52601-226-000 110-03-53116-226-000 110-01-51301-226-000 110-05-55109-226-000 110-03-53103-226-000 110-05-55101-226-000 110-01-51601-226-000 110-05-55111-226-000	3/7 POLICE CELL 3/7 CITY CELL SVC 3/7 CITY CELL SVC EMS 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC 3/7 CITY CELL SVC	6,132.62 2,934.95 1,180.92 1,078.66 731.35 648.46 319.65 271.32 241.59 231.80 216.49 212.52 183.08

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			501-09-50105-226-000	3/7 CITY CELL SVC	159.93
			501-09-50106-226-000	3/7 CITY CELL SVC	152.94
			132-09-50101-226-000	3/7 CITY CELL SVC	123.33
			501-09-50103-226-000	3/7 CITY CELL SVC	120.59
			110-02-52201-226-000	ADMIN	108.64
			110-02-52204-226-000	PREVENTION	101.68
			110-01-51201-226-000	3/7 CITY CELL SVC	88.94
			632-09-50101-226-000	3/7 CITY CELL SVC	83.46
			110-03-53109-226-000	3/7 CITY CELL SVC	80.28
			521-09-50101-226-000	3/7 CITY CELL SVC	78.86
			520-09-50106-369-000	3/7 CITY CELL SVC	78.86
			110-01-51801-226-000	3/7 CITY CELL SVC	78.86
			110-01-51101-226-000	3/7 CITY CELL SVC	78.86
			110-01-50901-226-000	3/7 CITY CELL SVC	78.86
			110-05-55109-226-000	PARKS	60.27
			110-02-52206-226-000	TRAINING	46.32
			110-01-52001-226-000	3/7 CITY CELL SVC	44.47
			501-09-50101-226-000	3/7 CITY CELL SVC	41.73
			205-03-53118-226-000	3/7 CITY CELL SVC	41.73
			110-03-53110-226-000	3/7 CITY CELL SVC	41.73
			110-01-51303-226-000	3/7 CITY CELL SVC	39.43
			110-01-50301-226-000	3/7 CITY CELL SVC	39.43
			110-02-52103-226-000	3/7 CITY CELL SVC	38.99
			501-09-50107-226-000	YARDWASTE	38.27
				..... CHECK TOTAL	16,229.87
218283	3/27	JOHNS DISPOSAL	521-09-50101-344-000	2/24 DUMPSTER SERVIC	175.00
218284	3/27	GFL ENVIRONMENTAL INC	205-03-53118-253-000	1/24 609.86 TONS	51,798.15
			205-03-53118-253-000	2/24 466.81 TONS	36,665.26
			205-03-53118-253-000	1/24 BACKHAULS	11,656.76
			205-03-53118-253-000	2/24 BACKHAULS	9,582.72
				..... CHECK TOTAL	109,702.89
218285	3/27	CIVIC PLUS LLC	110-01-50301-322-000	MUNICODE SUB/UPDATES	7,185.60
			110-01-50301-322-000	MUNICODE SUB/UPDATES	216.00
				..... CHECK TOTAL	7,401.60
218286	3/27	TK ELEVATOR CORPORATION	417-11-51901-587-000	SAFETY TEST	980.56

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218287	3/27	OFFSITE	211-09-58102-219-000 110-00-15601-000-000	3/24 CITY CLOUD BU 3/24 KWU CLOUD BU CHECK TOTAL	4,671.06 473.20 5,144.26
218288	3/27	GARTNER, INC	411-11-52001-532-000 411-11-52101-532-000	PHASE II LEGACY PHASE II LEGACY CHECK TOTAL	199,066.00 130,934.00 330,000.00
218289	3/27	CUDAHY ROOFING & SUPPLY, INC	405-11-52303-583-000	ARMORY ROOF REPAIR	19,360.00
218290	3/27	ACCURATE APPRAISAL LLC	211-09-59114-219-000	2024 ASSESSMENT SVCS	25,000.00
218291	3/27	ANYTIME BASEBALL SUPPLY	110-05-55102-579-000	RIDING LINE STRIPER	18,304.00
218292	3/27	CORELOGIC	110-00-21106-000-000	REFUND PP/RE TAX	42.89
218293	3/27	HOFFMAN, ERIC	110-00-21106-000-000	REFUND PP/RE TAX	2.06
218294	3/27	SAVAGLIO, JOHN	110-00-21112-000-000	REFUND SPC ASMT	11.83
218295	3/27	THOMPSON, DAVID	110-09-56404-719-000	9/15/23 VEH DMG	4,784.60
218296	3/27	CXTEC	520-09-50201-344-000	AVL/GPS PROJECT	4,419.15
218297	3/28	INTERSTATE ELECTRIC SUPPLY	110-05-55109-246-000 110-05-55109-246-000 519-09-50122-249-000	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES CHECK TOTAL	322.00 225.84 39.98 587.82
218298	3/28	KENOSHA CITY EMPLOYEE'S	110-00-21553-000-000	3/24 HRLY DEDCTS	18.00
218299	3/28	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000	P/E 3/23 HRLY DEDCTS	40.00
218300	3/28	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000 110-00-21563-000-000	P/E 3/31 SAL DEDCTS P/E 3/23 HRLY DEDCT CHECK TOTAL	86,550.00 30.00 86,580.00
218301	3/28	NFPA	110-02-52601-323-000	KATH RENEWAL	175.00
218302	3/28	WIS DEPT OF REVENUE	110-00-21512-000-000	P/E 3/15 STATE TAX	120,659.41

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218303	3/28	WE ENERGIES	110-02-52203-221-000	2/15-3/19 4810 60TH	3,077.68
			132-09-50101-221-000	2/1-3/4 2222 63 ST U	1,779.59
			132-09-50101-222-000	2/6-3/8 2222 63RD	859.18
			110-03-53109-221-000	2/12-3/14 3637 30TH	560.03
			110-03-53109-221-000	2/14-3/18 60TH ST 50	528.62
			110-01-51802-222-000	2/13-3/17 912 35 ST	490.10
			110-03-53109-221-000	2/5-3/6 22ND AVE & 3	250.76
			110-03-53109-221-000	2/12-3/14 30TH AVE 4	245.03
			110-03-53103-221-000	2/9-3/13 12830 38 ST	242.62
			110-03-53109-221-000	2/12-3/14 104TH AVE	211.85
			110-03-53109-221-000	1/29-2/27 505 59TH S	175.30
			110-03-53109-221-000	2/12-3/14 30TH AVE 4	150.04
			110-03-53103-221-000	2/9-3/13 2505 128 AV	134.44
			110-03-53109-221-000	2/5-3/6 39TH AVE WAS	133.78
			110-03-53109-221-000	2/5-3/6 22ND AV & 35	129.74
			110-03-53109-221-000	2/7-3/11 65 ST & 88	107.60
			110-03-53109-221-000	2/5-3/6 4701 WASH RD	98.82
			110-05-55109-221-000	2/1-3/7 3617 65TH GR	24.17
				..... CHECK TOTAL	9,199.35
218304	3/28	KENOSHA WATER UTILITY	501-00-13114-000-000	SW 29684 5036 4 AVE	1,265.34
218305	3/28	AT&T	110-02-52108-227-000	2/8-3/7 RADIO CIRCUI	93.71
218306	3/28	CHASE BANK KENOSHA	110-00-21513-000-000	P/E 3/31 SAL/HRL DED	236,760.94
			110-00-21511-000-000	P/E 3/31 SAL/HRL DED	112,081.88
			110-00-21612-000-000	P/E 3/31 SAL/HRL DED	112,081.61
			110-00-21514-000-000	P/E 3/31 SAL/HRL DED	34,917.00
			110-00-21614-000-000	P/E 3/31 SAL/HRL DED	34,916.75
				..... CHECK TOTAL	530,758.18
218307	3/28	FIREFIGHTERS LOCAL 414	110-00-21554-000-000	P/E 3/31 SAL DEDCTS	13,915.92
218308	3/28	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 3/23 WAGE ASSIGN	138.62
218309	3/28	HOLLAND SUPPLY, INC.	632-09-50101-393-000	HYDRAULIC FITTINGS	1,073.48
			110-03-53117-246-000	HYDRAULIC FITTINGS	49.02
				..... CHECK TOTAL	1,122.50
218310	3/28	KPSOA	110-00-21552-000-000	P/E 3/31 SAL DEDCTS	1,750.00

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218311	3/28	KENOSHA PROFESSIONAL POLICE	110-00-21557-000-000	P/E 3/31 SAL DEDCTS	10,887.23
218312	3/28	CUMMINS NPOWER, LLC	520-09-50201-347-000	BUS PARTS	720.00
			110-02-52203-344-000	PARTS/SERVICE	483.77
			520-09-50201-347-000	BUS PARTS	87.42
				..... CHECK TOTAL	1,291.19
218313	3/28	COREY OIL, LTD	520-09-50106-341-000	LUBRICANT/OILS	1,316.72
218314	3/28	HENRY SCHEIN	206-02-52205-318-000	MEDICAL SUPPLIES	2,432.64
218315	3/28	WISCONSIN COUNCIL 40	110-00-21553-000-000	3/24 HRLY DEDCTS	283.80
218316	3/28	PELION BENEFITS, INC.	110-00-21517-000-000	3/16-31 DEDUCTS	4,904.34
218317	3/28	KENOSHA COUNTY TREASURER	110-00-21109-000-000	12-223-31-176-005	1,619.44
218318	3/28	JOHNSON BANK	110-00-21532-000-000	P/E 3/31 CITY SAL	30,300.23
			110-00-21532-000-000	P/E 3/31 WATER SAL	3,266.19
			110-00-21532-000-000	P/E 3/23 CITY HRLY D	2,183.00
			110-00-21532-000-000	P/E 3/31 LIBRARY	1,145.00
			110-00-21532-000-000	P/E 3/23 WATER HRLY	754.84
				..... CHECK TOTAL	37,649.26
218319	3/28	FIFTY STATES DIST.	110-02-52203-259-000	LAUNDRY SERVICES	1,709.77
			110-02-52103-259-000	12-040456	4.44
				..... CHECK TOTAL	1,714.21
218320	3/28	FASTENAL COMPANY	520-09-50201-317-000	TOOLS / MATERIALS	897.22
			110-03-53113-389-000	TOOLS/MATERIALS	247.72
			501-09-50107-319-000	TOOLS/MATERIALS	242.57
			521-09-50101-344-000	TOOLS/MATERIALS	76.00
			110-05-55109-344-000	TOOLS/MATERIALS	22.22
			632-09-50101-393-000	TOOLS/MATERIALS	16.04
				..... CHECK TOTAL	1,501.77
218321	3/28	NORTON, JENNY	110-00-21118-000-000	PETTY CASH	119.00
218322	3/28	MSC INDUSTRIAL SUPPLY	632-09-50101-393-000	FASTENERS/HARDWARE	23.95

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218323	3/28	ENGBERG ANDERSON ARCHITECTS	211-09-55103-219-000	ARCHITECTURAL SERV	5,360.90
218324	3/28	ENERGY SOLUTION PARTNERS	520-09-50106-341-000	3/24 7001.0 DIESEL F	22,114.06
218325	3/28	GOODNOUGH, BRUCE C.	110-01-52001-219-000	SUB JUDGE 3/8 & 11	400.00
218326	3/28	ILLINOIS TOLLWAY	110-02-52203-261-000	VN5506376030	61.40
218327	3/28	ILLINOIS DEPT OF REVENUE	110-00-21581-000-000	P/E 3/31 GARNISH	9.31
218328	3/28	KENOSHA COMMUNITY FOUNDATION	222-09-50101-259-000	2024 SPONS SCULPTURE	2,250.00
218329	3/28	WI SCTF	110-00-21581-000-000 110-00-21581-000-000	P/E 3/31 SAL DEDCTS P/E 3/23 HRLY DEDCTS CHECK TOTAL	8,376.69 1,837.60 10,214.29
218330	3/28	TOP PACK DEFENSE LLC	110-02-52103-365-000	GEAR HOLSTERS	285.86
218331	3/28	JEFFERSON FIRE & SAFETY	110-02-52203-235-000	COMP MAINT	1,700.00
218332	3/28	CAPITAL ONE, N.A.	441-11-52403-582-000	KIN CONSTRUCTION	11,847,000.00
218333	3/28	ALARM DETECTION SYSTEMS INC	524-05-50101-219-000	2024 ALARM MONITOR/M	887.16
218334	3/28	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	P/E 3/31 H MARTIN	375.00
218335	3/28	GILLIG LLC	520-09-50201-347-000	BUS PARTS	6,217.78
218336	3/28	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 3/23 STATE TAX	4,311.30
218337	3/28	NAVITUS HEALTH SOLUTIONS	611-09-50101-155-527	RX CLAIMS 1/1-15/24	90.00
218338	3/28	MEBULBS	521-09-50101-375-000	LIGHTING SUPPLIES	447.38
218339	3/28	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 3/23 D ELFERING	330.66
218340	3/28	SUN LIFE	110-00-21538-000-000 110-00-21538-000-000 110-00-21538-000-000	3/24 GAP COV CRIT IL 3/24 GAP COV HOSP IN 3/24 GAP COV ACC INS CHECK TOTAL	535.20 126.28 78.58 740.06

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218341	3/28	ACADIA PROPERTIES LLC	501-00-21128-000-000	ESCROW 4926 37 AVE	2,000.00
218342	3/28	UMR MONTHLY BILLINGS	611-09-50101-155-517 611-09-50101-155-518 110-00-21534-000-000	4/24 STOP LOSS COV 4/24 ADMIN FEES 4/24 VISION COV CHECK TOTAL	221,464.32 51,026.32 5,396.00 277,886.64
218343	3/28	VILLAGE OF PLEASANT PRAIRIE	276-00-24206-000-000 278-00-24206-000-000	1/24 ALCOHOL ENF 1/24 SEATBELT ENF CHECK TOTAL	606.51 569.04 1,175.55
218344	3/28	DALE J LEROSE	110-01-51801-243-000	3/24 CLEANING CONTRA	4,758.26
218345	3/28	NELSON, TELELA	110-00-21111-000-000 110-00-45103-000-000	CIT #BH308492/91 CIT #BH308492/91 CHECK TOTAL	98.00 10.00 108.00
218346	3/28	HOEFLER, AARON	110-00-21111-000-000 110-00-45103-000-000	CIT #B1789629/28 CIT #B1789629/28 CHECK TOTAL	191.30 10.00 201.30
218347	3/28	SCHLEVENSKY, CAYLA	110-00-21111-000-000	CIT #RESTP3B4L	15.96
218348	3/28	THOMAS, DARNELL	110-00-21111-000-000	CIT #BE587109	10.00
218349	3/28	ROSSEN, VANESSA	110-00-21111-000-000 110-00-45103-000-000	CIT #S567057 CIT #S567057 CHECK TOTAL	114.00 35.00 149.00
218350	3/28	CASTELAN-ARROYO, EMELY	110-00-21111-000-000 110-00-45103-000-000	CIT #BH952151 CIT #BH952151 CHECK TOTAL	27.16 5.00 32.16
218351	3/28	HUTCHINS, NATASHA	110-00-21111-000-000	CIT #C560802	8.93
218352	3/28	ARIZOLA, SELENA	110-00-21111-000-000 110-00-45103-000-000	S567932/R936260 S567932/R936260 CHECK TOTAL	20.00 5.00 25.00
218353	3/28	UW-PARKSIDE POLICE DEPT	278-00-24208-000-000	1/24 SEATBELT ENF	1,130.58

START DATE FOR SUMMARY: 3/16 END DATE FOR SUMMARY: 3/31

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
218354	3/28	PROPIO LS, LLC	110-02-52103-219-000	24-8584 INTERPRET	7.11
218355	3/28	TRAXLER, ERIC	110-02-52103-367-000	24-10061 PANTS	73.32
218356	3/28	TORRES, PABLO	110-02-52102-341-000	3/7-9 ICAT TRAIN	41.96
			110-02-52107-263-000	3/7-9 ICAT TRAIN	38.00
				..... CHECK TOTAL	79.96
218357	3/28	KUNZ, JOSHUA	110-02-52107-263-000	3/7-8 DELAVAN	16.00
218358	3/28	DILLHOFF, AARON J.	110-02-52103-263-000	3/18-19 FTO CADRE	277.69
218359	3/28	BANDI, DANIEL	110-02-52103-263-000	3/18 CRIT INC MTG	23.00
218360	3/28	KREIN, JAMES J	110-02-52107-263-000	3/11-13 FRANKLIN	24.00
218361	3/28	HEID, BRIDGETTE	110-02-52107-263-000	WTSOA 2/26-28	75.00
218362	3/28	BARRIERE, ANTHONY	110-02-52107-263-000	3/11-15 PEWAUKEE	40.00
218363	3/28	MARTINI, SERGIO	110-02-52107-263-000	3/7-8 DELAVAN	16.00
218364	3/28	GLAUM, ERIC	110-02-52103-381-000	BUDDY BOWL	78.52
218365	3/28	AQUINO, JOSHUA	110-02-52107-263-000	WTSOA 2/26-28	75.00
218366	3/28	FARIS, PAUL	110-02-52601-264-000	CONT ED/ MEMBERSHIP	125.00
			110-02-52601-323-000	CONT ED/ MEMBERSHIP	40.00
				..... CHECK TOTAL	165.00
218367	3/28	THORPE, JACOB	110-02-52107-263-000	WTSOA 2/26-28	75.00
218368	3/28	CABAIS, AVELINA	110-01-50901-264-000	WAAO MTG	15.38
218369	3/28	SPRINGER, SARAH	110-01-50901-264-000	WAAO MTG	15.38
218370	3/28	GALINDO, PALERMO	110-00-21534-000-000	3/24 VISION DED	8.09
GRAND TOTAL FOR PERIOD *****					14,414,661.42