



AMENDED Agenda

Finance Committee

Kenosha Municipal Building, 625 52nd Street

Room 204

Monday, March 4, 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

Approval of the minutes of the regular meeting held February 21, 2024. [Page 1](#)

1. Technology Support Services Service Level Agreement Between ComSys Inc., and the City of Kenosha Police Department. (PSW – Approve - Ayes 5, Noes 0) [Pages 2-7](#)
2. Change Order to the Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure and Restore Lot at 3920-22 75th Street, between the City of Kenosha and S.A.F.E. Inc. (Project #08-23) (District 8) [Pages 8-10](#)
3. Disbursement Record #3 - \$5,772,012.05. [Pages 11-34](#)
4. Proposed Resolution by the Mayor – To Approve a Development Plan for the Innovation Center at the Kenosha Innovation Neighborhood authorizing the KIN Innovation Redevelopment Corporation (KIRC) to construct and operate the Innovation Center and Approve a Ground Lease to KIRC. (District 7) (CP - Approve - Ayes 8, Noes 0) [Pages 35-88](#)
5. Proposed Resolution by the Mayor - Master Lease with KIN Innovation Redevelopment Corporation and other Documents Related to the NMTC Financing of the Innovation Center. [Pages 89-92](#)

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.

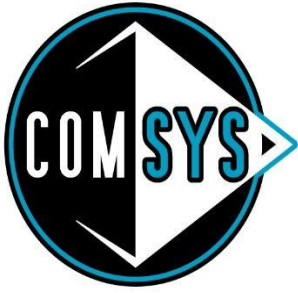
FINANCE COMMITTEE
Minutes of Meeting Held February 21, 2024

A meeting of the Finance Committee held on February 21, 2024 was called to order at 6:01 pm by Chairperson Prozanski. At roll call, the following members were present: Alderpersons Wilson, Dyson and Ferree. Alderperson Kangas and Rosenberg was previously excused.

Approval of the minutes of the regular meetings held December 18, 2023, January 3, 2024, special meeting January 25, 2024 and regular meeting February 5, 2024. **It was moved by Alderperson Dyson, seconded by Alderperson Wilson, to approve. On a voice vote, motion carried.**

1. Ordinance by the Mayor – To Repeal and Recreate Subparagraph 1.01.D.1.e. (of the Code of General Ordinances) Regarding the 5th Aldermanic District for the purpose of adding Ward 84. PUBLIC HEARING: No one spoke. STAFF: No one spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Dyson, to approve. On a voice vote, motion carried unanimously.**
2. 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 - \$172.12
 - b. Property Maintenance Reinspection Fees - \$19,128.00PUBLIC HEARING: No one spoke. STAFF: No one spoke. **It was moved by Alderperson Dyson, seconded by Alderperson Ferree, to approve. On roll call vote, motion carried unanimously.**
3. *Proposed* Resolution by the Mayor - To Dissolve Tax Incremental District #20, (City of Kenosha, Wisconsin), and Authorizing the City of Kenosha City Clerk/Treasurer to Distribute Excess Increment to Overlying Taxing Districts. (District 16) PUBLIC HEARING: No one spoke. STAFF: Tim Casey, Director – City Development, spoke. **It was moved by Alderperson Dyson, seconded by Alderperson Ferree, to approve. On roll call vote, motion carried unanimously.**
4. Change Order to the Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure and Restore Lot at 3920-22 75th Street, between the City of Kenosha and S.A.F.E. Inc. (Project #08-23) (District 8) PUBLIC HEARING: No one spoke. STAFF: Tim Casey, Director – City Development, spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Ferree, to approve. On roll call vote, motion carried unanimously.**
5. Approval of Sidewalk Rates for 2024. PUBLIC HEARING: No one spoke. STAFF: Brian Cater, Director – Public Works, spoke. **It was moved by Alderperson Wilson, seconded by Alderperson Ferree, to approve. On roll call vote, motion carried unanimously.**
6. Disbursement Record #2 - \$7,941,397.46. **It was moved by Alderperson Wilson, seconded by Alderperson Dyson, to approve. On a voice vote, motion carried unanimously.**

It was moved by Alderperson Dyson, seconded by Alderperson Ferree, to adjourn at 6:12 pm. On a voice vote, motion carried.



**ComSys, Inc.
Technology Support Services
Service Level Agreement**

THIS AGREEMENT entered into this _____ day of _____, 2024, and between ComSys Inc., a Wisconsin corporation and the City of Kenosha Police Department.

Scope of Services

ComSys, Inc. will perform the following tasks on the existing network infrastructure in the Kenosha Police Department.

- Remote monitoring of network availability and performance
- Remote monitoring of syslog data, events, and alerts
- Update/configure/install switches and routers
- Network analysis and troubleshooting
- Firewall support
- DNS support
- Other services that are mutually agreed upon by ComSys, Inc. and the Kenosha Police Department

Exclusions

This Agreement is for services to maintain, troubleshoot and configure existing network infrastructure and does not cover the costs of purchasing new or replacement hardware and equipment.

Kenosha Police Department Obligations

Kenosha Police Department agrees to the following:

- To provide ComSys, Inc. employees access to the server room and all areas that have installed network equipment for the purposes of executing this Agreement
- To provide ComSys, Inc. two virtual machines for the redundant installation of network monitoring tools and system logging for status, events and diagnostics
- To provide an open port on the firewall for remote monitoring of the network
- To provide an email address in the kenoshapolice.com domain for ComSys, Inc. to receive network alerts

Compensation

ComSys, Inc. agrees to a pre-paid time block payment of \$13,750.00 which constitutes 110 service hours at \$125.00 per hour.

ComSys, Inc. agrees to provide the Kenosha Police Department with a quarterly itemized list of work performed under this Agreement.

ComSys, Inc. agrees that pre-approval will be required for any work performed once the allotted time block has been depleted.

Term

The term of this Agreement is for the period of one year, commencing January 1, 2024 and expiring on December 31, 2024.

Indemnity and Insurance

Each Party shall indemnify, defend and hold the other Party harmless from all liabilities, costs and expenses (including, without limitation, attorney fees) that such Party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying Party contained herein or the indemnifying Party's gross negligence or willful misconduct in performance of its obligations under this Agreement.

ComSys, Inc. will, during the terms of this Agreement, keep in force and effect the following limits of coverage.

- i.) Commercial General Liability

- Each Occurrence \$2,000,000
 - General Aggregate \$2,000,000
 - Products – Comp/Op Agg \$2,000,000
- ii.) Errors and Omissions Liability \$1,000,000
- iii.) Professional Liability*
- Each Occurrence \$1,000,000
 - General Aggregate \$1,000,000
- iv.) Excess/Umbrella Liability+
- Each Occurrence \$1,000,000
 - Aggregate \$1,000,000
- v.) Worker's Compensation Statutory Limits
- vi.) Employer's Liability*
- Each Accident \$100,000
 - Disease Each Employee \$100,000
 - Disease Policy Limit \$500,000

Termination

ComSys, Inc. and the Kenosha Police Department have the unrestricted right to terminate this Agreement. To terminate the Agreement, the terminating party must provide 30 days of written notice to the other party.

Independent Contractor

The relationship between ComSys, Inc. and the Kenosha Police Department is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency joint venture, or employment relationship.

Ownership of Information and Equipment

All materials, software and information, written, digital, photographic or otherwise, created by ComSys, Inc. pursuant to the to the duties and services covered under this Agreement shall be and remain completely the property of Kenosha Police Department.

Confidentiality

ComSys, Inc. will keep confidential and not publish, make available or otherwise disclose any confidential information it obtains from or develops for the Kenosha Police Department under this Agreement.

Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received when:

- a) delivered personally,
- b) 3 days after having been sent by registered or certified mail, return receipt requested, postage prepaid,
- c) 1 day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day,
month and year first above written.

ComSys, Inc.

Kenosha Police Department

Authorized Signature

Authorized Signature

Title

Title

Print Name

Print Name

Date

Date

MEMO

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

FROM: Michael Callovi, Planning Technician 
Tim Casey, Director Community Development

RE: **Change Order to the Contract to Remove and Dispose of Asbestos Containing Material and Universal Waste, Raze Structure and Restore Lot at 3920-22 75th Street, between the City of Kenosha and S.A.F.E. Inc. (Project #08-23)(District 8)**

DATE: February 27, 2024

The attached change order to the contract to remove and dispose of asbestos containing material and universal waste, raze structure and restore lot at 3920-22 75th Street between the City of Kenosha and S.A.F.E. Inc. requires approval by the Common Council.

The property at 3920-22 75th Street was formerly a gas station and automobile repair facility. The property was acquired by the City as part of the Project Plan for Tax Incremental District (TID) #31. Based on an inspection of the building and property, there was no asbestos reported in any of the areas tested.

A request for proposals (RFP) was issued October 17, 2023 and proposals were due November 3, 2023. Four (4) proposals were received and S.A.F.E. Inc., was the lowest bidder for the gas/service station in the RFP at \$41,700.00. The contract with S.A.F.E. Inc. was approved by the Common Council on December 4, 2023.

At the February 21, 2024, Common Council meeting a change order in the amount of \$1,450.00 was added to the project to abate previously undetected Asbestos Containing Material from an electrical panel.

During the demolition of the structure, Transit Piping was discovered buried along the foundation. Transit Piping is an Asbestos Containing Material and will require abatement.

City Staff is requesting a change order in the amount of \$10,000.00 which will increase the total project cost to \$53,150.00. This change amount will cover the removal of the Transit Piping (\$5,385.00) and leave additional funds authorized to address future unforeseen issues. There are sufficient funds in TID #31.

If you have any questions, please contact me at 653.4032 or via e-mail at mcallovi@kenosha.org.

MBC

PROJECT NO. 08-23

CHANGE ORDER

Project Number: 08-23

Account Number: _____

Contractor: Safe Abatement For Everyone, Inc.

Date of Common Council action: _____

CITY and CONTACTOR agree that the above Contract is amended by increasing the amount of the Contract by \$ 5,385.00 from \$ 43,150.00 to \$ 48,535.00. This amendment shall have the effect of not changing the date of Project completion.

This Change Order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____



Safe Abatement For Everyone, Inc.
2807 Beck Drive
Waterford, WI 53185
P: (262) 960-9552
F: (262) 654-7168
www.safeabatement.com

MBE/DBE/SBE Certified Firm

Change Order

February 26, 2024

Contract # COK 08-23 CO2

City of Kenosha
C/O: Michael Callovi
625 52nd St. RM 308
Kenosha, WI

**RE: Asbestos Abatement of Transit Underground Pipes at the Former Gas Station
3920-22 75th Street, Kenosha, WI 53140**

To Whom It May Concern:

We are pleased to present the following proposal based on project specification attained during our site visit on **February 22, 2024**. S.A.F.E. Inc. will furnish these: labor, materials, equipment, hauling, disposal, subcontractors OSHA compliant air monitoring and permits for the proper removal and disposal of the following asbestos contained building materials:

Asbestos Abatement \$ 5,385.00

- **Excavation and Removal of 100' -150' of Transit Pipes that was buried in ground**
- **Waste to be Properly Managed and Removed Daily in OSHA Containers**

The total cost of determined scope of work that is listed above, is to be discussed and agreed upon from both parties prior to signing. All work will be performed per USEPA and OSHA guidelines, using only state certified personnel.

Should you have any questions or need further assistance, please do not hesitate to contact us. Thank you for your consideration.

Best regards,
Craig A. Murdock
S.A.F.E. Inc. (Safe Abatement For Everyone Inc.)
CAM/CEO

If building Owner/Representative (Owner) agrees to the conditions of this proposal, please sign and fax to (262) 654-7168 or Mail a copy of this agreement and/or sub-contracts, purchase order to **1520 S. Sylvania Ave., Suite 305-306, Sturtevant, WI 53177.**

City of Kenosha
652 52nd St.
Kenosha, WI

S.A.F.E. Inc.
2807 Beck Drive
Waterford, WI 53185

Signature

Signature

Title

Title

Date

Date

CEO

2-26-2024

For the purpose of this agreement, any sign document transmitted by facsimile shall be treated in all respects as an original document and the signatures thereon shall be considered original signatures.

**CITY OF KENOSHA
SCHEDULES OF DISBURSEMENTS**

Disbursement Record 03

Approved by Council _____

The Finance Committee reviewed the attached listing of disbursement for the period from 2/01/2024 through 02/15/2024 and have approved the disbursement as follows:

1. Checks numbered from 217240 through 217534 as shown on attached listing consisting of:

a. Debt Service	<u>-0-</u>
b. Investments	<u>-0-</u>
c. All Other Disbursements	<u>\$4,068,800.66</u>
SUBTOTAL	<u>\$4,068,800.66</u>

PLUS:

2. City of Kenosha Payroll Wire Transfers from the same period:	<u>\$1,703,211.39</u>
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TOTAL DISBURSEMENTS APPROVED	<u>\$5,772,012.05</u>
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Daniel Prozanski Jr.

Brandi Ferree

Holly Kangas

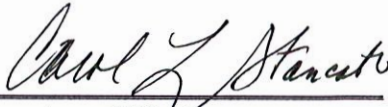
Curt Wilson

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 #03

ESTIMATED FINANCIAL IMPACT:

No additional fiscal note needed.

Date Prepared: 2/16/2024

Prepared By: KG

Reviewed By:

A handwritten signature, possibly initials, in black ink.

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217240	2/01	GENERAL FIRE EQUIPMENT CO	110-02-52103-561-000	HAVIS DOCKNG STATION	1,198.08
217241	2/01	MISSION SQUARE	110-00-21572-000-000	1/16-31 CONTRIBS	55,133.96
			110-00-21599-000-000	1/16-31 CONTRIBS	19,110.72
			110-00-21524-000-000	1/16-31 CONTRIBS	4,904.00
				..... CHECK TOTAL	79,148.68
217242	2/01	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	P/E 1/27 HRLY DEDCTS	30.00
217243	2/01	DICK'S ROOF REPAIR SERVICE	219-06-50518-259-000	#6857763- ROOF	10,000.00
217244	2/01	AT&T	110-02-52108-227-000	1/7-2/6 RADIO CIRCUI	93.71
217245	2/01	CHASE BANK KENOSHA	110-00-21513-000-000	W/E 1/27 HRLY DEDCTS	20,783.68
			110-00-21612-000-000	W/E 1/27 HRLY DEDCTS	15,479.13
			110-00-21511-000-000	W/E 1/27 HRLY DEDCTS	15,479.12
			110-00-21614-000-000	W/E 1/27 HRLY DEDCTS	4,013.80
			110-00-21514-000-000	W/E 1/27 HRLY DEDCTS	4,013.59
			110-00-21612-000-000	W/E 1/26 HRLY DEDCTS	1,402.75
			110-00-21511-000-000	W/E 1/26 HRLY DEDCTS	1,402.75
			110-00-21614-000-000	W/E 1/26 HRLY DEDCTS	464.63
			110-00-21514-000-000	W/E 1/26 HRLY DEDCTS	463.37
				..... CHECK TOTAL	63,502.82
217246	2/01	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 1/27 WAGE ASSIGN	125.78
217247	2/01	NEENAH FOUNDRY CO. (K0363)	632-09-50101-393-000	CASTINGS	22,660.42
217248	2/01	DECKER FIRE & SAFETY	110-02-52203-246-000	BACKFLOW PREVENTOR	4,445.00
217249	2/01	LAKESIDE INTERNATIONAL TRUCK	632-09-50101-393-000	REPAIRS UNIT 3320	4,534.41
217250	2/01	GFOA	110-01-51101-219-000	2024 BUDGET AWARD AP	665.00
217251	2/01	B & L OFFICE FURNITURE	110-05-55101-362-000	OFFICE FURNITURE	5,230.25
217252	2/01	JOHNSON BANK	110-00-21532-000-000	P/E 1/27 CITY HRLY D	2,123.00
			110-00-21532-000-000	P/E 1/27 WATER HRLY	754.84
				..... CHECK TOTAL	2,877.84

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217253	2/01	ALIA, DUMEZ & MCTERNAN	110-09-56402-219-000	12/23 PROF-SERVICE H	175.00
			110-09-56402-219-000	12/23 PROF-SERVICE M	145.00
			110-09-56402-219-000	12/23 PROF-SERVICE M	105.00
			110-09-56402-219-000	12/23 PROF-SERVICE S	70.00
				..... CHECK TOTAL	495.00
217254	2/01	SCHINDLER ELEVATOR CORP.	521-09-50101-242-000	1/1-12/31 MAINTENANC	3,353.39
217255	2/01	WAUSAU EQUIPMENT CO.	632-09-50101-393-000	PLOW PARTS/MATERIALS	5,714.57
217256	2/01	GREEN EARTH DEICER COMPANY	521-09-50101-351-000	RUNWAY DEICER	50,570.83
217257	2/01	WI SCTF	110-00-21581-000-000	P/E 1/27 HRLY DEDCTS	1,363.34
217258	2/01	WHOLESALE DIRECT INC	632-09-50101-393-000	PARTS/MATERIALS	79.70
217259	2/01	ALLDATA, LLC	632-09-50101-322-000	ANNUAL SUBSCRIPTION	1,500.00
217260	2/01	IAFF/NATIONWIDE	110-00-21574-000-000	1/16-31 CONTRIBS	17,939.34
			110-00-21579-000-000	1/16-31 CONTRIBS	1,620.00
				..... CHECK TOTAL	19,559.34
217261	2/01	GREAT WEST RETIREMENT SERV.	110-00-21576-000-000	1/16-31 CONTRIBS	16,008.87
			110-00-21539-000-000	1/16-31 CONTRIBS	3,673.87
				..... CHECK TOTAL	19,682.74
217262	2/01	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 1/31 ST TAX SAL	3,629.08
			110-00-21518-000-000	P/E 1/27 STATE TAX	95.40
			110-00-21518-000-000	P/E 1/31 ST TAX PROD	3.25
				..... CHECK TOTAL	3,727.73
217263	2/01	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 1/27 D ELFERING	300.60
217264	2/01	COVERTTRACK GROUP INC	110-02-52103-226-000	TRACKING SERVICE	1,200.00
217265	2/01	ADORAMA	110-02-52103-365-000	FP ZOOM LI-0 RND FLS	247.00
			110-02-52103-365-000	NIKON FLASH CORD	94.99
				..... CHECK TOTAL	341.99
217266	2/01	CLEAN AIR TECHNOLOGIES INC.	520-09-50201-246-000	DISPLAY	2,282.79

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217267	2/01	STROHMAN ENTERPRISE, INC.	110-02-52103-365-000	LIGHT BREACHING KIT	819.99
217268	2/01	DALE J LEROSE	110-01-51801-243-000	1/24 CLEANING CONTRA	4,758.26
217269	2/07	CROWN TROPHY OF KENOSHA	110-02-52103-311-000	HANSCHER PLAQUE	80.00
			110-01-51801-246-000	NAME PLATE	15.00
				..... CHECK TOTAL	95.00
217270	2/07	ST THERESE CHURCH	110-00-21112-000-000	CLASS B LIC	30.00
217271	2/07	OTIS ELEVATOR CO.	110-01-51801-242-000	ELEVATOR SERVICE AG	10,491.48
217272	2/07	STATE OF WISCONSIN	110-00-21901-999-000	12/23 COURT COSTS	10,491.18
			110-00-21911-999-000	12/23 COURT COSTS	5,605.46
			110-00-45104-999-000	12/23 COURT COSTS	1,955.00
				..... CHECK TOTAL	18,051.64
217273	2/07	URBAN LAND INSTITUTE-ULI	110-01-51601-323-000	3/1/24-3/1/25 SCHROE	264.00
217274	2/07	WOODMAN'S FOOD MARKET, INC	110-00-21134-000-000	REST4SFB2Q	21.19
217275	2/07	MILLHOUSE AUTO BODY INC	110-02-52103-344-000	REPAIR FLT 3441	224.40
217276	2/07	ACCURATE PRINTING CO., INC.	110-02-52102-311-000	PRINTING/SUPPLIES	75.00
217277	2/07	CRIVELLO,NICHOLS & HALL SC	222-09-50101-259-000	LEGAL SVC THRU 12/31	240.00
217278	2/07	SMART READER	110-03-53116-311-000	WASTE AUTOMATION PUB	541.80
			205-03-53118-311-000	WASTE AUTOMATION PUB	103.20
				..... CHECK TOTAL	645.00
217279	2/07	WRIGHT EXPRESS FSC	110-03-53103-341-000	CNG PURCHASES	77.00
217280	2/07	IAFCI	110-02-52102-323-000	IAFCI DUES/ FEE	105.00
217281	2/07	ALARM DETECTION SYSTEMS INC	110-01-51801-246-000	ALARM DETECTION SERV	4,090.80
217282	2/07	FLOYD'S TOWING INC	110-02-52203-344-000	TOW TRUCK 44	812.50
217283	2/07	KENOSHA COUNTY TREASURER	110-00-21910-999-000	12/23 FEES COLLECTED	4,548.70
			110-00-21901-999-000	12/23 FEES COLLECTED	2,306.91
			110-00-21910-999-000	12/23 FEES COLLECTED	263.94
				..... CHECK TOTAL	7,119.55

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217284	2/07	HAPPENINGS MAGAZINE	110-03-53116-311-000 205-03-53118-311-000	WASTE AUTOMATION PUB WASTE AUTOMATION PUB CHECK TOTAL	2,570.40 489.60 3,060.00
217285	2/07	AURORA HEALTH CARE	110-01-51303-216-000 520-09-50101-216-000 110-00-15202-000-000 521-09-50101-219-000	1/24 CHARGES 1/24 CHARGES 1/24 CHARGES 1/24 CHARGES CHECK TOTAL	2,304.00 790.00 80.00 40.00 3,214.00
217286	2/07	I/O SOLUTIONS, INC.	110-01-51303-219-000	2 OF 2 FD CHIEF PROM	10,377.50
217287	2/07	PREMISE HEALTH EMPLOYER	611-09-50101-155-504	12/23 SERVICE	45,750.56
217288	2/07	WISCONSIN DEPT OF JUSTICE	110-02-52107-264-000	DRUG INV REG ANSCHUT	400.00
217289	2/07	WIS ECONOMIC DEVELOPMENT	110-01-51601-323-000	2024 CASEY RENEW	350.00
217290	2/07	WTSOA	110-02-52107-264-000	WTSOA CONF (6)	1,000.00
217291	2/07	UNIVERSITY OF ILLINOIS	110-02-52206-219-000	BUILD CONST CLASS	1,475.00
217292	2/07	SERRANO-PERDOMO, ALBERTO	110-00-21904-000-000	BI777286	111.40
217293	2/07	DOUGLAS, SUMMER	110-00-45103-000-000 110-00-21910-000-000 110-00-21901-000-000 110-00-21109-000-000	BI78256 BI78256 BI78256 BI78256 CHECK TOTAL	125.00 50.00 32.50 50.00CR 157.50
217294	2/07	JAMOYL TANNER, CHANTILLIQUE	110-00-21904-000-000	BI775181	31.50
217295	2/07	ANDREOLI, KELLY	110-02-52103-311-000 110-01-51306-312-000	PETTY CASH PETTY CASH CHECK TOTAL	478.39 21.67 500.06
217296	2/07	THOMAS, WILLIAM	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217297	2/07	PATTON, PATRICK	110-02-52103-341-000 110-02-52107-263-000	1/8-12 TOMAH 1/17-18 MADISON CHECK TOTAL	41.09 37.00 78.09

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217298	2/07	SCHAPER, KATE K.	110-02-52103-263-000	01/28 WINNEBAGO	8.00
217299	2/07	JOHNSON, ANTHONY	110-02-52203-341-000	1/10-11 PRE-CON MTG	44.86
			110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
				..... CHECK TOTAL	69.86
217300	2/07	STAHL, MATTHEW	110-01-51303-144-000	2023 TUITION	611.20
217301	2/07	BARRIERE, ANTHONY	110-02-52103-381-000	K-9 FOOD	120.69
217302	2/07	SANTELLI, TAYLOR	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217303	2/07	MARESCALCO, GLEN	631-09-50101-264-000	1/23-26 LAND SURVEY	555.00
			631-09-50101-263-000	1/23-26 LAND SURVEY	375.57
			631-09-50101-261-000	1/23-26 LAND SURVEY	191.62
				..... CHECK TOTAL	1,122.19
217313	2/07	SCHULTZ, BEN	631-09-50101-264-000	WCPA MADISON	350.00
217314	2/07	TENUTA, JOHN	110-01-51303-144-000	2024 TUITION	277.20
217315	2/07	GUADARRAMA, JONATHAN	110-02-52103-263-000	01/22 WINNEBAGO	12.00
217316	2/07	FERDERER, MICHAEL	110-01-51303-144-000	2023 TUITION	392.92
217317	2/07	MENDEZ, NELSON	110-02-52103-263-000	01/25 WINNEBAGO	12.00
217318	2/07	KRYNSKI, KRISTIAN	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217319	2/07	EAKINS, MATTHEW	110-02-52103-263-000	01/25 WINNEBAGO	12.00
217320	2/07	HOENING, NORMAN	110-02-52203-263-000	1/10-11 PRE-CON MTG	25.00
217321	2/07	HOENING, JOSHUA	110-01-51303-144-000	2024 TUITION	1,222.40
217322	2/09	WE ENERGIES	110-03-53109-221-000	1/24 STREETLIGHTING	256,944.97
			110-05-55109-221-000	1/24 STREETLIGHTING	236.83
				..... CHECK TOTAL	257,181.80
217323	2/09	GODFREY & KAHN, SC	110-09-56519-259-000	12/23 WASTEWATER	5,652.50
			110-09-56519-259-000	12/23 SOLAR	5,352.00
			110-09-56519-259-000	12/23 PFAS	282.09
			 CHECK TOTAL	11,286.59

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217324	2/09	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	P/E 2/3 HRLY DEDCTS	30.00
217325	2/09	NOTARY BOND RENEWAL SERVICE	110-01-51301-311-000	ETZELMUELLER	30.00
217326	2/09	CLEARSTAR INC	110-00-15201-000-000	BACKGROUND CHECKS	115.20
			110-01-51303-219-000	BACKGROUND CHECKS	79.49
			520-09-50101-219-000	BACKGROUND CHECKS	56.18
			110-01-51303-219-000	BACKGROUND CHECKS	56.18
			631-09-50101-219-000	BACKGROUND CHECKS	28.09
			520-09-50101-219-000	BACKGROUND CHECKS	28.09
			110-00-15202-000-000	BACKGROUND CHECKS	28.09
				..... CHECK TOTAL	391.32
217327	2/09	TRAFFIC & PARKING CONTROL CO	110-01-51901-311-000	VOTER ENT SIGNS	3,287.30
217328	2/09	KENOSHA WATER UTILITY	477-11-52001-587-000	10/03-11/30 3922 75T	212.45
			467-11-51801-581-000	9/30-11/30 3705 52ND	79.00
			439-11-51701-581-000	9/30-11/30 11325 38T	68.40
			439-11-51701-581-000	9/30-11/30 11325 38T	68.40
			439-11-51701-581-000	9/30-11/30 11325 38T	68.40
			403-11-51809-581-000	9/30-11/30 7525 40TH	31.28
			461-11-52201-581-000	10/30-12/31 5135 13	11.78
				..... CHECK TOTAL	539.71
217329	2/09	WE ENERGIES	110-03-53109-221-000	GROUP BILL 1/26/24	7,367.58
			110-05-55109-221-000	GROUP BILL 1/26/24	2,118.10
			110-02-52203-221-000	2121 ROOS STA 3	1,179.38
			110-02-52203-222-000	2121 ROOS STA 3 GAS	922.27
			110-03-53103-221-000	GROUP BILL 1/26/24	457.98
			110-05-55109-222-000	GROUP BILL 1/26/24	199.46
			110-05-55102-221-000	GROUP BILL 1/26/24	188.71
			632-09-50101-221-000	GROUP BILL 1/26/24	60.96
			519-09-50106-221-000	GROUP BILL 1/26/24	29.46
				..... CHECK TOTAL	12,523.90
217330	2/09	WISCONSIN MUNICIPAL	110-01-52001-323-000	2024 DUES EASTON	100.00
217331	2/09	DATA FINANCIAL BUSINESS	110-01-51201-362-000	CURRENCY DISCRIMINAT	2,070.00
217332	2/09	OAKES & SON, INC., A. W.	441-11-52302-587-000	THRU 1/31 20-2040	1,545,152.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217333	2/09	KENOSHA WATER UTILITY	227-09-50101-223-000	9/30-11/30 SWU	909.88
217334	2/09	KENOSHA WATER UTILITY	110-03-53107-219-000	1/13/24 SNOWPLOWING	12,743.84
			110-03-53107-219-000	2/4/23 SNOWPLOWING	5,451.77
			110-03-53107-219-000	1/28/23 SNOWPLOWING	4,622.08
			110-03-53107-219-000	1/31/23 SNOWPLOWING	2,515.43
			110-03-53107-219-000	1/15/24 SNOWPLOWING	2,054.35
			501-09-50105-259-000	1-6/24 DIGGERS	1,833.20
			110-03-53113-259-000	1-6/24 DIGGERS	1,833.20
			110-03-53107-219-000	1/31/23 SNOWPLOWING	309.02
			501-09-50105-259-000	7-12/23 DIGGERS	457.32CR
			110-03-53113-259-000	7-12/23 DIGGERS	457.33CR
				..... CHECK TOTAL	30,448.24
217335	2/09	AT&T	110-02-52203-227-000	12/23-1/22 FIRE CIRC	413.26
217336	2/09	CITIES & VILLAGES MUTUAL INS	110-09-56405-219-000	Q4 TPA FEES	8,269.00
217337	2/09	REGISTRATION FEE TRUST	110-09-56519-909-000	FLT 3087, 2711	16.00
217338	2/09	WIS DEPT OF TRANSPORTATION	402-11-52306-585-000	11/30-12/31 PRJ ID 3	49,739.50
			449-11-52102-585-000	6/30-8/31 WASH @ 30	14,085.61
			402-11-52207-585-000	11/30-12/31 DESIGN/E	6,848.82
			449-11-52102-585-000	6/30-8/31 WASH RD @	6,372.71
			449-11-52102-585-000	8/1-31 WASH @ 30 AVE	2,054.91
			402-11-52314-585-000	11/30-12/31 STATE #3	1,983.32
			402-11-52315-585-000	11/30-12/31 STATE #3	1,575.50
				..... CHECK TOTAL	82,660.37
217339	2/09	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	2/24 HRLY DEDCTS	20.00
217340	2/09	LALONDE CONTRACTORS INC	402-11-52211-585-000	PROJ 22-1021 RESURF	31,264.59
			403-11-52211-588-000	PROJ 22-1021 RESURF	21,661.95
			402-11-52201-585-000	PROJ 22-1042	14,830.84
			403-11-52102-588-000	PROJ 22-1042	3,942.37
				..... CHECK TOTAL	71,699.75
217341	2/09	UW MADISON	724-00-21935-000-000	EDWARDS 9085387919	1,500.00
217342	2/09	AECOM TECHNICAL SERVICES INC	441-11-52301-587-000	5/6-12/1 R4R SUPPT	494.46

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217343	2/09	WMCA	110-01-51201-323-000	24 NELSON/OPPENNEER	130.00
217344	2/09	SHRED-IT USA	110-02-52101-219-000	1/24 DOCUMENT SHREDD	57.78
			110-02-52101-219-000	12/23 DOCUMENT SHRED	57.78
			110-02-52101-219-000	11/23 DOCUMENT SHRED	57.78
				..... CHECK TOTAL	173.34
217345	2/09	RUEKERT & MIELKE, INC.	403-11-52309-588-000	12/2-29 PROF SERV CO	8,920.58
			501-09-50102-219-000	11/4-12/1/2023 STORM	4,133.00
			501-09-50102-219-000	12/2-29/2023 STORM S	1,921.25
			501-09-50102-219-000	11/4-12/1 ILLICIT DI	121.00
				..... CHECK TOTAL	15,095.83
217346	2/09	FRONTIER	110-02-52203-227-000	1/22-2/21 BEST WESTE	42.05
217347	2/09	INTERCLEAN EQUIPMENT INC	501-09-50105-387-000	TRUCK WASH CLEANER	4,000.00
			110-03-53103-387-000	TRUCK WASH CLEANER	761.94
				..... CHECK TOTAL	4,761.94
217348	2/09	DK CONTRACTORS	445-11-50901-589-000	TOPSOIL & GRADING	10,023.30
217349	2/09	VERIZON WIRELESS	110-02-52103-226-000	12/24-1/23 CITY CELL	280.07
			501-09-50101-226-000	12/24-1/23 CITY CELL	190.05
			631-09-50101-226-000	12/24-1/23 CITY CELL	152.04
			501-09-50105-226-000	12/24-1/23 CITY CELL	152.04
			110-05-55109-226-000	12/24-1/23 CITY CELL	152.04
			110-03-53109-226-000	12/24-1/23 CITY CELL	152.04
			110-02-52601-226-000	12/24-1/23 CITY TABL	130.14
			110-03-53110-226-000	12/24-1/23 CITY CELL	76.02
			110-03-53103-226-000	12/24-1/23 CITY CELL	76.02
			110-03-53116-226-000	12/24-1/23 CITY TABL	60.06
			501-09-50103-226-000	12/24-1/23 CITY CELL	46.17
			501-09-50101-226-000	12/24-1/23 CITY CELL	46.17
			110-05-55111-226-000	12/24-1/23 CITY CELL	46.17
			110-03-53103-226-000	12/24-1/23 CITY CELL	46.17
			501-09-50103-226-000	12/24-1/23 CITY CELL	38.01
			631-09-50101-226-000	12/24-1/23 CITY CELL	35.57
			110-03-53107-226-000	12/24-1/23 CITY TABL	20.02
			 CHECK TOTAL	1,698.80

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217350	2/09	GFOA	110-01-51101-323-000	2024 GFOA DUES	840.00
217351	2/09	LETTERING MACHINE	520-09-50101-367-000	UNIFORM ITEMS	475.00
217352	2/09	ORGANIZATION DEVELOPMENT	110-01-51303-219-000	PROF SVCS	6,475.00
			110-01-51303-219-000	PROF SVCS	1,400.00
			110-01-51303-219-000	PROF SVCS	700.00
				..... CHECK TOTAL	8,575.00
217353	2/09	INSTY-PRINTS	110-01-51601-311-000	PRINTING SERVICES	980.61
217354	2/09	WIS DEPT OF FINANCIAL INST	110-01-51301-311-000	ETZELMUELLER	20.00
217355	2/09	KENOSHA COUNTY TREASURER	110-00-21810-000-000	2023 SPEC LOTTERY	116.90
217356	2/09	FIFTY STATES DIST.	110-02-52103-259-000	DRY CLEAN	35.06
217357	2/09	WIS DEPT OF REVENUE	110-00-21810-000-000	23 SPEC LOTTERY	2,368.93
217358	2/09	SOUTHSHORE REALTORS ASSN	110-01-50901-323-000	2024 MLS	420.00
217359	2/09	CO STAR REALTY INFORMATION	110-01-50901-219-000	2/1-1/31/25 SUBSCR	9,649.20
217360	2/09	VILLAGE OF BRISTOL	521-09-50101-219-000	2023 FAA TAX BILL	30.00
217361	2/09	DYNAMIC RECYCLING, INC	205-03-53118-253-000	ELECTRONIC RECYCLING	1,748.06
217362	2/09	KASDORF, LEWIS & SWIETLIK	110-09-56402-219-000	CUNNINGHAM VS ROWLY	5,431.14
217363	2/09	AMAZON.COM	110-01-51102-539-000	6LHD	5,071.44
			110-01-51102-539-000	C6H9	1,690.48
			110-01-51801-246-000	6197	580.35
			110-02-52103-381-000	C4YF	429.99
			110-01-51102-539-000	66N9	390.18
			206-02-52205-344-000	71WJ	277.14
			110-01-51102-539-000	63RD	268.90
			110-01-51102-539-000	4G4R	240.00
			110-02-52201-311-000	9XPQ	202.85
			110-01-51201-311-000	7JGN	109.98
			110-03-53101-311-000	977Y	98.47
			520-09-50201-347-000	9GWC	95.92
			110-02-52103-311-000	4FG1	85.00
			110-05-55109-382-000	CVNL	51.47
			110-01-51901-311-000	6T1H	43.11
			110-05-55109-344-000	4YKC	39.37
			110-05-55101-311-000	7R1P	24.18
			206-02-52205-344-000	6C91	16.99
			110-01-50101-232-000	DVPW	111.93CR
			110-01-50101-232-000	F6PK	111.93CR

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-01-50101-232-000	G9MF	175.89CR
				..... CHECK TOTAL	9,316.07
217364	2/09	PRECISE MRM LLC.	110-03-53103-233-000	GPS CHARGES	1,763.64
			110-05-55109-233-000	GPS CHARGES	1,714.65
			110-03-53116-233-000	GPS CHARGES	685.86
			110-02-52601-233-000	GPS CHARGES	244.95
			501-09-50101-233-000	GPS CHARGES	195.96
			631-09-50101-233-000	GPS CHARGES	146.97
			205-03-53118-233-000	GPS CHARGES	146.97
				..... CHECK TOTAL	4,899.00
217365	2/09	WI SCTF	110-00-21581-000-000	P/E 2/3 HRLY DEDCTS	1,361.96
217366	2/09	STAFFORD ROSENBAUM LLP	110-09-56402-219-000	PROF SERVICE INVOICE	2,512.00
217367	2/09	WIS POLICE EXECUTIVE GROUP	110-02-52101-323-000	2024 MEM DUES PATTON	110.00
217368	2/09	ABSOLUTE CONSTRUCTION INC.	211-09-59109-219-000	THRU 9/30 22-2080	50,908.33
217369	2/09	CUSTOM T'S	110-02-52601-367-000	SHIRT EMBROID	696.00
217370	2/09	BZA KENOSHA LLC	520-09-50202-249-000	24 SOUTHPORT MAINT	3,119.27
217371	2/09	NAVITUS HEALTH SOLUTIONS	611-09-50101-155-527	RX CLAIMS 1/16-1/31	60,278.02
			611-09-50101-155-527	EPRESCRIBE 10-12/23	1,093.02
				..... CHECK TOTAL	61,371.04
217372	2/09	LAKESHORE BID	110-00-21815-000-000	2024 ASSESSMENT	58,805.00
217373	2/09	FORWARD CONTRACTORS	402-11-52304-586-000	THRU 12/27 23-1207	8,126.51
217374	2/09	FORWARD CONTRACTORS	402-11-52304-586-000	THRU 12/27 23-1208	17,701.74
217375	2/09	FORWARD CONTRACTORS	402-11-52204-586-000	THRU 12/27 23-1206	20,780.14
217376	2/09	ANDRES MEDICAL BILLING	206-02-52205-219-000	12/23 EMS BILLING	14,492.37
			206-02-52205-219-000	11/23 EMS BILLING	13,734.63
			110-00-46209-999-000	11/23 ENGINE BILLING	6.12CR
			 CHECK TOTAL	28,220.88

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217377	2/09	JARAMILLO CONTRACTORS, INC	476-11-52201-585-000	RAZING	500.00
217378	2/09	WYNN AT LAW, LLC TRUST ACCT	110-00-21581-000-000	P/E 2/3 D ELFERING	264.52
217379	2/09	CHARTER COMMUNICATIONS LLC	110-01-51102-233-000	1/27-2/26 3617 65TH	711.67
			110-01-51102-233-000	1/25-2/24 1000 55 ST	711.67
			520-09-50301-233-000	1/25-2/24 4303 39TH	643.55
			110-01-51102-233-000	1/26-2/25 FIBER 625	643.55
			110-01-51102-233-000	1/27-2/26 FIBER 625	643.55
			110-01-51102-233-000	1/28-2/27 5608 10TH	503.25
			110-01-51102-233-000	1/29-2/28 5500 1ST A	503.25
			110-01-51102-233-000	1/27-2/26 FIBER 625	503.25
				..... CHECK TOTAL	4,863.74
217380	2/09	HOGAN ADAMS PLLC	139-09-50101-219-000	1/24 LEGAL SVCS	7,476.68
217381	2/09	TRANSUNION RISK AND ALTERNAT	110-02-52101-219-000	12/23 MONTHLY FEE	331.20
217382	2/09	TK ELEVATOR CORPORATION	520-09-50202-246-000	1/1-3/31 ELEVATOR MA	330.72
217383	2/09	WISCONSIN HUMANE SOCIETY	110-04-54102-254-000	2/24 ANIMAL CONTROL	15,654.27
217384	2/09	GOODROADS, INC	631-09-50101-233-000	PAVEMNT ASSESS/LICEN	8,300.00
217385	2/09	VILLAGE OF PLEASANT PRAIRIE	276-00-24206-000-000	12/23 ALCOHOL ENF	565.44
			278-00-24206-000-000	12/23 SEATBELT ENF	537.16
				..... CHECK TOTAL	1,102.60
217386	2/09	WERKZ LLC	110-02-52109-365-000	INSIDE WAISTBAND	425.00
217387	2/09	AETNA MEDICARE	206-00-46202-421-000	8/31/23 MORIN	115.52
217388	2/09	UMR	206-00-46202-421-000	10/13/23 GARCIA	50.62
217389	2/09	STATE FARM- AUTO ONLY	206-00-46202-421-000	6/27/23 LOPEZ	1,604.75
217390	2/09	COX, RITA	110-00-12103-000-000	CHK #216404	55.63
217391	2/09	EZEWUZIE, ANTHONY	110-00-12101-000-000	2023 REAL EST TAX	3,737.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217392	2/09	FOX, BRUCE OR LORRAINE	110-00-12101-000-000	2023 REAL EST TAX	3,426.25
217393	2/09	SPV3 LLC	501-00-13114-000-000	SW33426/SW33427	36.60
217394	2/09	UW-PARKSIDE POLICE DEPT	278-00-24208-000-000	12/23 SEATBELT ENF	1,130.58
217395	2/09	PHH MORTGAGE SERIVCES	110-00-21106-000-000	CHK #215187	410.06
217396	2/09	NATIONAL GOVERNMENT SERVICES	206-00-46202-421-000	10/10/23 TRESCH	447.38
217397	2/09	HASHIMOTO, DONALD	206-00-46202-421-000	8/22/23 HASHIMOTO	179.76
217398	2/09	EASY HOME BUYER LLC	110-00-21810-000-000	LOTTERY SPEC	202.77
217399	2/09	PATEL, DARSHANA	110-00-21810-000-000	LOTTERY SPEC	202.77
217400	2/09	POLLOCK, KELLIE	206-00-46202-421-000	7/11/23 POLLOCK	224.00
217401	2/09	LEWIS, TIMOTHY	110-01-51303-144-000	2024 TUITION	611.20
217402	2/09	MAZUR, DEANNA	110-01-51303-144-000	2024 TUITION	546.40
217403	2/09	MOHAMMED, HAMIN	520-09-50103-132-000 110-00-21514-000-000	P/E 1/27/24 4.75 HRS P/E 1/27/24 4.75 HRS CHECK TOTAL	102.74 1.49CR 101.25
217404	2/14	GENERAL COMMUNICATIONS, INC.	520-09-50201-231-000	1/1-6/30 RADIO MAINT	4,950.00
217405	2/14	UNITED WAY OF KENOSHA COUNTY	110-00-21541-000-000 110-00-21541-000-000 110-00-21541-000-000	P/E 2/15 CITY SAL P/E 2/15 LIBRARY P/E 2/15 WATER SAL CHECK TOTAL	468.00 145.00 5.00 618.00
217406	2/14	FROEDTERT SOUTH, INC.	110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52101-219-000 110-02-52102-219-000	LAB #100109598000 LAB #100108512300 LAB #100108767000 LAB #100108860400 LAB #100109100000 MED REC #5144593 CHECK TOTAL	49.60 49.60 49.60 49.60 49.60 26.00 274.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217407	2/14	KENOSHA POLICE & FIREMEN'S	110-00-21563-000-000	P/E 2/15 SAL DEDCTS	87,712.00
217408	2/14	AMERICAN PLANNING ASSOC	110-01-51601-322-000	SCHROEDER 1/1-12/31	695.00
			110-01-51601-323-000	WILKE 4/1-3/31/25	532.00
			110-01-51601-323-000	SCHROEDER 4/1-3/31	415.00
				..... CHECK TOTAL	1,642.00
217409	2/14	FIRST SUPPLY CO.	110-03-53107-344-000	SUPPLIES AND SERVICE	183.44
			110-02-52203-357-000	SUPPLIES AND SERVICE	19.84CR
				..... CHECK TOTAL	163.60
217410	2/14	KENOSHA WATER UTILITY	417-11-51601-581-000	6/30/22 5407 8TH AVE	205.73
217411	2/14	WIS DEPT OF REVENUE	110-00-21512-000-000	P/E 1/31 STATE TAX	113,117.83
217412	2/14	WE ENERGIES	519-09-50122-221-000	1/4-2/1 ELECTRIC	2,487.19
			110-02-52203-222-000	1/4-2/1 STN #1	2,476.26
			110-02-52203-221-000	1/5-2/2 STN #1	2,397.64
			132-09-50101-221-000	1/4-1/31 2222 63RD S	1,739.97
			110-01-51801-222-000	12/28-1/28 8043 SHER	693.74
			110-03-53109-221-000	12/15-1/17 60TH ST 5	609.14
			110-03-53109-221-000	12/29-1/29 SE SHER &	563.21
			110-01-51801-221-000	12/30-1/30 8043 SHER	435.19
			110-02-52203-221-000	1/8-2/5 22 AVE & 55	381.51
			110-02-52203-221-000	1/2-30 2202 50 ST W	275.00
			110-03-53109-221-000	1/8-2/5 22ND AVE & 3	259.55
			110-03-53103-222-000	12/28-1/28 8043 SHER	250.45
			110-03-53109-221-000	1/4-2/1 SALT SHED	228.78
			110-05-55109-221-000	12/28-1/26 5001 4TH	168.23
			110-03-53109-221-000	1/4-2/1 22ND AVE & 8	159.59
			110-03-53109-221-000	1/8-2/5 6100 74TH ST	148.32
			519-09-50122-222-000	1/3-31 GAS	116.05
			110-03-53109-221-000	1/8-2/5 4701 WASH RD	100.06
			110-03-53109-221-000	12/28-1/26 SHER RD 8	98.27
			110-03-53109-221-000	12/20-1/22 27TH ST	97.71
			110-05-55109-221-000	12/19-1/19 SCHULTE P	21.54
			110-05-55109-221-000	12/29-1/29 5834 6 AV	20.00
			110-05-55109-221-000	1/3-31 22ND AVE 41ST	17.43
			 CHECK TOTAL	13,744.83

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217413	2/14	CAMOSY CONSTRUCTION CO., INC	403-11-52310-587-000	CURB AND BERM	63,091.00
217414	2/14	CARRICO AQUATIC RESOURCES	110-05-55111-264-000	HARDY 3/26-27	350.00
217415	2/14	BATTERIES PLUS LLC	110-02-52103-385-000	BATTERIES & SUPPLIES	126.16
			110-02-52103-385-000	BATTERIES & SUPPLIES	29.62
				..... CHECK TOTAL	155.78
217416	2/14	CHASE BANK KENOSHA	110-00-21513-000-000	W/E 8/3 HRLY DEDCTS	20,438.46
			110-00-21511-000-000	W/E 8/3 HRLY DEDCTS	15,529.88
			110-00-21612-000-000	W/E 8/3 HRLY DEDCTS	15,529.64
			110-00-21614-000-000	W/E 8/3 HRLY DEDCTS	4,057.77
			110-00-21514-000-000	W/E 8/3 HRLY DEDCTS	4,057.71
				..... CHECK TOTAL	59,613.46
217417	2/14	DWD-UI	110-09-56308-157-000	1/24 UNEMPLOYMENT	22,253.64
			110-09-56308-157-000	12/23 UNEMPLOYMENT	11,414.40
			524-05-50101-157-000	1/24 UNEMPLOYMENT	1,873.85
			110-00-15601-000-000	1/24 UNEMPLOYMENT	1,705.80
			524-05-50101-157-000	12/23 UNEMPLOYMENT	1,462.28
			520-09-50101-157-000	1/24 UNEMPLOYMENT	155.00
			110-09-56308-157-000	1/24 UNEMPLOYMENT	75.72
			110-09-56308-157-000	12/23 UNEMPLOYMENT	1,100.43CR
			110-09-56308-157-000	12/23 UNEMPLOYMENT	2,894.19CR
				..... CHECK TOTAL	34,946.07
217418	2/14	MISURELLI SORENSEN	110-01-51801-246-000	REMOVAL OF EXISTING	4,500.00
217419	2/14	FIREFIGHTERS ASSOC/KENOSHA	110-00-21515-000-000	P/E 2/15 SAL DEDCTS	7,125.00
217420	2/14	WIS DEPT OF REVENUE	110-00-21581-000-000	P/E 2/15 WAGE ASSIGN	558.64
			110-00-21581-000-000	P/E 2/3 WAGE ASSIGN	108.15
				..... CHECK TOTAL	666.79
217421	2/14	LINCOLN CONTRACTORS SUPPLY	501-09-50105-389-000	TOOLS AND SUPPLIES	146.16
217422	2/14	DECKER FIRE & SAFETY	632-09-50101-235-000	SPRINKLER INSPECTION	355.00
217423	2/14	HOLLAND SUPPLY, INC.	632-09-50101-393-000	HYDRAULIC FITTINGS	2,241.59
			632-09-50101-393-000	HYDRAULIC FITTINGS	1,900.94
			632-09-50101-393-000	HYDRAULIC FITTINGS	556.11
			632-09-50101-393-000	HYDRAULIC FITTINGS	320.80
			520-09-50201-347-000	PARTS&FITTINGS	299.23
			632-09-50101-393-000	HYDRAULIC FITTINGS	132.24
			632-09-50101-393-000	HYDRAULIC FITTINGS	116.76
			632-09-50101-393-000	HYDRAULIC FITTINGS	51.14
			632-09-50101-393-000	HYDRAULIC FITTINGS	17.08
			632-09-50101-393-000	HYDRAULIC FITTINGS	15.48
			632-09-50101-393-000	HYDRAULIC FITTINGS	13.10
			 CHECK TOTAL	5,664.47

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217424	2/14	KENOSHA FIREFIGHTER C.A.R.E.	110-00-21564-000-000	P/E 2/15 SAL DEDCTS	1,440.00
217425	2/14	GORDIE BOUCHER FORD	632-09-50101-393-000	PARTS / LABOR	224.89
217426	2/14	ACCURATE PRINTING CO., INC.	110-02-52103-311-000	PRINTING/SUPPLIES	635.00
			110-02-52601-311-000	PRINTING/SUPPLIES	138.00
			631-09-50101-311-000	PRINTING/SUPPLIES	75.00
			631-09-50101-311-000	PRINTING/SUPPLIES	75.00
			110-03-53116-311-000	PRINTING/SUPPLIES	75.00
				..... CHECK TOTAL	998.00
217427	2/14	AIR ONE EQUIPMENT INC.	110-02-52206-366-000	TRNING EQIP/SUPPLIES	2,550.00
			110-02-52206-366-000	TRNING EQIP/SUPPLIES	669.69
				..... CHECK TOTAL	3,219.69
217428	2/14	POMP'S TIRE SERVICE, INC	520-09-50201-344-000	TIRE SERVICE	653.32
217429	2/14	JAMES IMAGING SYSTEMS, INC.	110-02-52101-232-000	1/24 COPIER MAINT	249.50
			110-02-52103-232-000	1/24 COPIER MAINT	169.06
			110-01-51102-232-000	1/24 COPIER MAINT	67.43
				..... CHECK TOTAL	485.99
217430	2/14	RAY O'HERRON CO.	110-02-52103-365-000	RDS W/SOFT HANDLE	2,595.00
217431	2/14	PAUL CONWAY SHIELDS	110-02-52206-367-000	PARTS/SUPPLIES/TOOLS	2,970.00
			110-02-52206-367-000	PARTS/SUPPLIES/TOOLS	1,485.00
			110-02-52206-367-000	PARTS/SUPPLIES/TOOLS	330.00
				..... CHECK TOTAL	4,785.00
217432	2/14	KENOSHA STARTER & ALTERNATOR	632-09-50101-393-000	PARTS AND LABOR	363.95
			632-09-50101-393-000	PARTS AND LABOR	216.29
			632-09-50101-393-000	PARTS AND LABOR	209.06
			632-09-50101-393-000	PARTS AND LABOR	199.76
				..... CHECK TOTAL	989.06
217433	2/14	INSTY-PRINTS	110-01-51901-311-000	PRINTING SERVICES	1,444.69
			110-01-51901-311-000	PRINTING SERVICES	1,075.46
			110-01-50101-311-000	PRINTING SERVICES	104.53
			 CHECK TOTAL	2,624.68

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217434	2/14	JOHNSON BANK	110-00-21532-000-000	P/E 2/15 CITY SAL	30,050.23
			110-00-21532-000-000	P/E 2/15 WATER SAL	3,266.19
			110-00-21532-000-000	P/E 2/3 CITY HRLY DE	2,183.00
			110-00-21532-000-000	P/E 2/15 LIBRARY	1,145.00
			110-00-21532-000-000	P/E 2/3 WATER HRLY D	754.84
				..... CHECK TOTAL	37,399.26
217435	2/14	AMERICAN HYDRAULICS	632-09-50101-393-000	PARTS/SERVICES	4,587.35
			632-09-50101-393-000	PARTS/SERVICES	3,874.00
			632-09-50101-393-000	PARTS/SERVICES	1,390.69
			632-09-50101-393-000	PARTS/SERVICES	763.00
			632-09-50101-393-000	PARTS/SERVICES	706.96
				..... CHECK TOTAL	11,322.00
217436	2/14	CDW-G	110-01-51102-539-000	COMPUTER EQUIPMENT	699.00
			110-01-51102-539-000	COMPUTER EQUIPMENT	699.00
			110-02-52103-311-000	COMPUTER EQUIPMENT	303.16
				..... CHECK TOTAL	1,701.16
217437	2/14	MOHAWK MFG. & SUPPLY CO.	520-09-50201-347-000	BUS PARTS	1,170.20
217438	2/14	HONEYWELL ANALYTICS DIST.	110-02-52203-235-000	EQUIPMENT CALIBRATE	1,050.00
			110-02-52203-235-000	11/23 EQUIPMENT CALI	1,050.00
				..... CHECK TOTAL	2,100.00
217439	2/14	MIRACLE RECREATION EQUIP.	110-05-55109-386-000	CHK #216532	1,854.64
217440	2/14	SOUTHPORT ENGINEERED SYSTEMS	110-02-52203-246-000	EMERGENCY HVAC/PLUMB	780.00
			110-02-52203-241-000	EMERGENCY HVAC/PLUMB	290.00
				..... CHECK TOTAL	1,070.00
217441	2/14	MENARDS (KENOSHA)	110-01-51801-246-000	MERCHANDISE/SUPPLIES	724.89
			110-01-51801-389-000	MERCHANDISE/SUPPLIES	422.76
			520-09-50201-246-000	MISC MERCHANDISE	391.51
			110-05-55109-361-000	MERCHANDISE/SUPPLIES	284.98
			110-02-52203-357-000	MERCHANDISE/SUPPLIES	229.98
			521-09-50101-344-000	MERCHANDISE/SUPPLIES	229.97
			110-05-55109-241-000	MERCHANDISE/SUPPLIES	176.00
			110-05-55109-244-000	MERCHANDISE/SUPPLIES	173.97
			110-05-55109-246-000	MERCHANDISE/SUPPLIES	156.57
			110-03-53116-311-000	MERCHANDISE/SUPPLIES	119.34
			110-02-52206-366-000	MERCHANDISE/SUPPLIES	116.13
			110-02-52203-382-000	MERCHANDISE/SUPPLIES	100.56
			110-02-52103-365-000	MERCHANDISE/SUPPLIES	81.99
			110-02-52203-241-000	MERCHANDISE/SUPPLIES	48.93
			110-03-53116-389-000	MERCHANDISE/SUPPLIES	40.29
			110-03-53103-355-000	MERCHANDISE/SUPPLIES	32.16
			110-03-53109-373-000	MERCHANDISE/SUPPLIES	28.97
			110-05-55109-249-000	MERCHANDISE/SUPPLIES	27.58

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
			110-02-52106-365-000	MERCHANDISE/SUPPLIES	21.62
			632-09-50101-235-000	MERCHANDISE/SUPPLIES	15.27
			110-02-52103-311-000	MERCHANDISE/SUPPLIES	11.99
				..... CHECK TOTAL	3,435.46
217442	2/14	TEREX SERVICES	632-09-50101-393-000	PARTS/MATERIALS	440.21
217443	2/14	RESERVE ACCOUNT	110-01-51306-312-000	2/27/24 POSTAGE	10,000.00
217444	2/14	WI SCTF	110-00-21581-000-000	P/E 2/15 SAL DEDCTS	7,336.43
217445	2/14	MID-STATES ORGANIZED CRIME	110-02-52102-323-000	MOCIC 24 MEMBER	300.00
217446	2/14	ENVIROTECH EQUIPMENT	632-09-50101-393-000	PARTS / MATERIALS	2,040.14
			632-09-50101-393-000	PARTS / MATERIALS	1,815.43
			632-09-50101-393-000	PARTS / MATERIALS	767.73
			632-09-50101-393-000	PARTS / MATERIALS	674.49
			632-09-50101-393-000	PARTS / MATERIALS	513.18
			632-09-50101-393-000	PARTS / MATERIALS	411.99
				..... CHECK TOTAL	6,222.96
217447	2/14	ILLINOIS DEPT OF PUBLIC AID	110-00-21581-000-000	P/E 2/15 H MARTIN	375.00
217448	2/14	EZ PACK N SHIP ETC, INC	110-01-51306-312-000	UPS SERVICES	59.40
			632-09-50101-393-000	UPS SERVICES	23.40
				..... CHECK TOTAL	82.80
217449	2/14	FIRE DEPT SAFETY OFFICERS	110-02-52206-264-000	SWANSON DUES 3/18/25	399.00
217450	2/14	INLAND POWER SYSTEMS	632-09-50101-393-000	MATERIALS & SERVICES	1,796.30
217451	2/14	HAPPENINGS MAGAZINE	222-09-50101-259-000	ADVERTISING	445.00
217452	2/14	PLEASANT PRAIRIE UTILITIES	110-03-53116-223-000	1/31 SPRINGBROOK ROA	158.67
217453	2/14	MUNCIE TRANSIT SUPPLY	520-09-50201-347-000	BUS PARTS	1,162.30
			520-09-50201-347-000	BUS PARTS	637.50
			520-09-50201-347-000	BUS PARTS	91.66
			520-09-50201-347-000	BUS PARTS	90.40
			520-09-50201-347-000	BUS PARTS	24.80
			520-09-50201-347-000	BUS PARTS	16.00
			 CHECK TOTAL	2,022.66

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217454	2/14	AIRGAS NORTH CENTRAL	520-09-50201-369-000 110-03-53107-389-000 206-02-52205-318-000	WELDER MIL951000001 INDUSTRIAL GASES INDUSTRIAL GASES CHECK TOTAL	2,385.00 540.88 405.23 3,331.11
217455	2/14	ABSOLUTE CONSTRUCTION INC.	211-09-59109-219-000	THRU 12/31 22-2080	65,019.98
217456	2/14	FROEDTERT SOUTH, INC.	206-02-52205-318-000	PHARMS/MED SUPPLIES	370.75
217457	2/14	ILLINOIS DEPT OF REVENUE	110-00-21518-000-000	P/E 2/3 STATE TAX	106.52
217458	2/14	TRAFFIC CONTROL CORPORATION	420-11-52112-589-000 420-11-52112-589-000	EVO RADAR SENSOR KIT EVO RADAR SENSOR KIT CHECK TOTAL	28,460.00 7,400.00 35,860.00
217459	2/14	PARMENTIER PROPERTY WORKS LL	402-11-52201-585-000 402-11-52316-585-000	THRU 12/15 23-1045 THRU 12/15 23-1014 CHECK TOTAL	15,371.20 8,054.00 23,425.20
217460	2/14	CLEANCO RACINE, INC.	110-02-52203-243-000	1/24 JANITORIAL SERV	803.00
217461	2/14	MEBULBS	521-09-50101-375-000	LIGHTING SUPPLIES	709.82
217462	2/14	MEDLINE INDUSTRIES INC	206-02-52205-318-000 110-02-52203-382-000	EMS SUPPLIES EMS SUPPLIES CHECK TOTAL	3,488.01 226.90 3,714.91
217463	2/14	FORWARD CONTRACTORS	402-11-52201-585-000 420-11-52223-589-000	THRU 12/15 18-1427 THRU 12/15 18-1427 CHECK TOTAL	133,922.66 97,422.66 231,345.32
217464	2/14	BAUER COMPRESSORS	110-02-52203-235-000	PARTS FOR AIR DIV	331.27
217465	2/14	HIERCOMM, INC.	110-02-52101-316-000	2-3/24 TREMPER	1,400.00
217466	2/14	TRANSUNION RISK AND ALTERNAT	110-02-52101-219-000	1/24 MONTHLY FEE	667.20
217467	2/14	CIVIC PLUS LLC	110-01-50301-322-000	MUNICODE SUB/UPDATES	1,640.00
217468	2/14	KRISTEN E. HERREID	211-09-53101-219-000	1/24 PEER SUPPORT SE	12,500.00

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217469	2/14	UMR MONTHLY BILLINGS	611-09-50101-155-517	2/24 STOP LOSS COV	219,981.30
			611-09-50101-155-518	2/24 ADMIN FEES	50,686.30
			110-00-21534-000-000	2/24 VISION COV	5,191.81
				..... CHECK TOTAL	275,859.41
217470	2/14	FRASER GAUGE	520-09-50201-347-000	BUS PARTS	1,617.64
217471	2/14	SMITH, DELANO S	211-09-59113-219-000	1/24 GRANT WRITER	12,500.00
217472	2/14	LAKES GAS CO.	632-09-50101-393-000	PROPANE GAS	44.88
217473	2/14	MAGNET FORENSICS, LLC	110-02-52102-316-000	GRAYKEY LICENSE	30,795.00
217474	2/14	POSITIVE CONCEPTS / ATPI	110-02-52103-311-000	TRACS PRINTER PAPER	1,159.20
217475	2/14	BUELOW, VETTER, BUIKEMA,	110-01-51303-212-000	GENERAL #288	1,364.00
			110-01-51303-212-000	GENERAL #288	1,364.00
				..... CHECK TOTAL	2,728.00
217476	2/14	CARDIO PARTNERS	206-02-52205-219-000	ONLINE KEYS	974.00
217477	2/14	BADGER MOTOR OFFICER'S ASSOC	110-02-52103-219-000	BMOA 2024 MEMBER (5)	250.00
217478	2/14	NATIONSTAR MORTGAGE LLC DBA	110-00-21106-000-000	2023 TAX REFUND	1,005.78
217479	2/14	EDUCATORS CREDIT UNION	110-00-21106-000-000	2023 TAX REFUND	5,243.46
217480	2/14	ZAMBON, NANCY	110-00-21106-000-000	2023 TAX REFUND	191.18
217481	2/14	FIRST AMERICAN BANK	110-00-21106-000-000	2023 TAX REFUND	4,171.93
217482	2/14	CORELOGIC	110-00-21106-000-000	2023 TAX REFUND	687.92
217483	2/14	LEWANDOWSKI, DONNA	110-00-21106-000-000	2023 TAX REFUND	144.67
217484	2/14	MEYER, NATHAN	110-00-21106-000-000	2023 TAX REFUND	28.63
217485	2/14	JULEEN, NICHOLAS & BRENDA	110-00-21106-000-000	2023 TAX REFUND	85.08
217486	2/14	HIBNER, ADAM & CHELSEA	110-00-21106-000-000	2023 TAX REFUND	52.82

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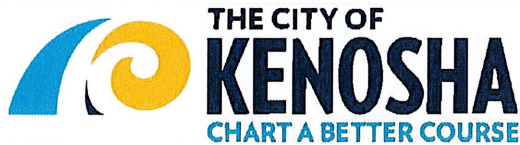
CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217487	2/14	MUSEITIF, SHADIA	110-00-21106-000-000	2023 TAX REFUND	742.42
217488	2/14	BUSBY, CARL	110-00-21106-000-000	2023 TAX REFUND	6.16
217489	2/14	SCHECKEL, ANDREW	110-00-21107-000-000	LOTTERY CR. REFUND	188.16
217490	2/14	PHILLIPS, SUSAN	110-00-21107-000-000	LOTTERY CR. REFUND	188.16
217491	2/14	FRICK, LAWRENCE & MARGARET	110-00-21107-000-000	LOTTERY CR. REFUND	188.16
217492	2/14	NATIONS TITLE AGENCY OF WI I	110-00-21106-000-000	2023 TAX REFUND	203.48
217493	2/14	FELICIA COURTNEY AND NICOLE	110-00-21106-000-000	2023 TAX REFUND	83.04
217494	2/14	HART, HALIE	110-00-21106-000-000	2023 TAX REFUND	24.58
217495	2/14	ALLEN, LYNN	110-00-21106-000-000	2023 TAX REFUND	43.79
217496	2/14	KING, JOSHUA	110-00-21106-000-000	2023 TAX REFUND	49.53
217497	2/14	KEVIN DUBAN AND JENNIFER SAV	110-00-21106-000-000	2023 TAX REFUND	79.09
217498	2/14	ENRIQUE ANZA AND IRENE HERNA	110-00-21106-000-000	2023 TAX REFUND	90.16
217499	2/14	KJ KENOSHA LLC	110-00-21106-000-000	2023 TAX REFUND	21.74
217500	2/14	SHARAREH BAKSHLANGR KAMYAR S	110-00-21106-000-000	2023 TAX REFUND	18.79
217501	2/14	SHARAREH BAKSHLANGR KAMYAR S	110-00-21106-000-000	2023 TAX REFUND	21.95
217502	2/14	STEPNEY, NINA	110-00-21106-000-000	2023 TAX REFUND	75.91
217503	2/14	DEBARTOLO, KATIE	110-00-21106-000-000	2023 TAX REFUND	33.14
217504	2/14	KUCHARSKI, CHRISTOPHER &	110-00-21106-000-000	2023 TAX REFUND	43.86
217505	2/14	PIERCE, DENNIS	110-00-21106-000-000	2023 TAX REFUND	130.49
217506	2/14	KARASIK, ELI & DEVORAH	110-00-21106-000-000	2023 TAX REFUND	29.89

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CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217507	2/14	FARRAR, TRACY	110-00-21106-000-000	2023 TAX REFUND	21.14
217508	2/14	LARSON, THOMAS & LISA	110-00-21106-000-000	2023 TAX REFUND	48.93
217509	2/14	JAMES AND JAN SINCLAIR	110-00-21106-000-000	2023 TAX REFUND	188.16
217510	2/14	HAWLISH, JAMES & DEANNA	110-00-21106-000-000	2023 TAX REFUND	1,165.72
217511	2/14	JAMES AND KAREN TERWALL TRUS	110-00-21107-000-000	LOTTERY CR. REFUND	188.16
217512	2/14	MCCOMB, JONATHAN & KIMBERLY	110-00-21106-000-000	2023 TAX REFUND	106.49
217513	2/14	GASCOIGNE, AMBER	110-00-21106-000-000	2023 TAX REFUND	19.90
217514	2/14	ZAIONC, JAMES	110-00-21106-000-000	2023 TAX REFUND	77.21
217515	2/14	BRITTEN, BRETT & COTTER, MAR	110-00-21106-000-000	2023 TAX REFUND	29.54
217516	2/14	EMMETT, ANDREEA & CHRISTOPHE	110-00-21106-000-000	2023 TAX REFUND	52.16
217517	2/14	WHITE, JAMES & SHERRY	110-00-21106-000-000	2023 TAX REFUND	13.71
217518	2/14	COX, JASON	110-00-21106-000-000	2023 TAX REFUND	38.01
217519	2/14	MIDDLETON, ROBERT & NICOLE	110-00-21106-000-000	2023 TAX REFUND	39.17
217520	2/14	NOEL SHANTEAU & JESSICA SHAN	110-00-21106-000-000	2023 TAX REFUND	52.60
217521	2/14	MENDOZA, CAROLINA	110-00-21106-000-000	2023 TAX REFUND	48.41
217522	2/14	SWIECICHOWSKI, DARLENE	110-00-21106-000-000	2023 TAX REFUND	27.00
217523	2/14	GRUNDY, BRAY	110-00-21106-000-000	2023 TAX REFUND	77.79
217524	2/14	MCCLELLAND, NANCY	110-00-21106-000-000	2023 TAX REFUND	34.38
217525	2/14	VALERIO, CHRISTINE	110-00-21106-000-000	2023 TAX REFUND	69.27
217526	2/14	ALSABA, LLC	110-00-21106-000-000	2023 TAX REFUND	203.51

START DATE FOR SUMMARY: 2/01 END DATE FOR SUMMARY: 2/15

CHECK #	CHECK DATE	VENDOR NAME	ACCOUNT	DESCRIPTION	AMOUNT
217527	2/14	TOWNSEND, JEFFERY & LAURA	110-00-21106-000-000	2023 TAX REFUND	82.34
217528	2/14	BERNDT, SARAH	110-00-21106-000-000	2023 TAX REFUND	140.14
217529	2/14	VERONA PROPERTY MANAGEMENT L	110-00-21106-000-000	2023 TAX REFUND	3.00
217530	2/14	HELGA MCINTOSH TRUST	110-00-21106-000-000	2023 TAX REFUND	2,700.35
217531	2/14	SCHAAB, DAWN	110-00-21107-000-000	LOTTERY CR. REFUND	188.16
217532	2/14	BISCIGLIA MICHAEL & ELIZABET	110-00-21106-000-000	2023 TAX REFUND	57.82
217533	2/14	WERTZ, DAVID	110-00-21106-000-000	2023 TAX REFUND	45.01
217534	2/14	PARRAMOURE JR, ARTHUR & JENN	110-00-21106-000-000	2023 TAX REFUND	45.89
GRAND TOTAL FOR PERIOD *****					4,068,800.66



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

FROM: *Jmc* Timothy M. Casey, Director City Development

RE: **Resolution by the Mayor – To Approve a Development Plan for the Innovation Center at the Kenosha Neighborhood authorizing the KIN Innovation Redevelopment Corporation (KIRC) to construct and operate the Innovation Center and approve a ground lease to KIRC. (District 7)**

DATE: February 29, 2024

The Resolution would:

- a) Approve the Development Plan for the Innovation Center. The plan was approved by the City Plan Commission on February 8, 2024.
 - b) Provide City consent for the KIN Innovation Redevelopment Corporation (KIRC) to enter into leases, option agreements, use restrictions or other documents to convey the Innovation Center to KIN so that the KIRC can enter into an agreement as part of the New Market Tax Credit transactions.
 - c) Authorize the Mayor to approve any additional edits to the ground lease.
- This Resolution requires 2/3 vote of the full council **(12 Votes)** to pass.

RECOMMENDATION

Recommendation is to approve the attached Resolution.

TC:llb
Attachment

RESOLUTION # ____

BY: THE MAYOR

**TO APPROVE THE DEVELOPMENT PLAN FOR THE INNOVATION CENTER AT
THE KENOSHA INNOVATION NEIGHBORHOOD AUTHORIZING THE KIN
INNOVATION REDEVELOPMENT CORPORATION (KIRC) TO CONSTRUCT AND
OPERATE THE INNOVATION CENTER AND APPROVE GROUND LEASE TO KIRC**

WHEREAS, in April 2022, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") and its Plan Commission approved the Innovation Center as part of the Master Plan for the Kenosha Innovation Neighborhood ("KIN"); and,

WHEREAS, KIN is located within the City's Tax Incremental District No. 19 ("TID 19"), which, when creating TID 19, the Common Council found that more than 50 percent, by area, of the real property within TID 19 was blighted; and,

WHEREAS, Sections 66.1301 – 66.1329, Wis. Stats., (the "Urban Redevelopment Law") provides the authority and procedures for the City to undertake certain actions to clear, replan, rehabilitate and reconstruct real property in the City for the public welfare and to eliminate blight; and,

WHEREAS, pursuant to the Urban Redevelopment Law, the City has prepared the development plan attached hereto as Exhibit A and incorporated herein by this reference (the "Development Plan") for the purpose of providing authority for the newly created KIN Innovation Redevelopment Corporation ("KIRC") to construct and operate the Innovation Center using the authority granted under the Development Plan and the Urban Redevelopment Law; and,

WHEREAS, KIRC was formed to provide private investment and capital through New Market Tax Credits for a portion of the construction costs of the Innovation Center, which will aid in the rehabilitation and reconstruction of the real property located at 5522 26th Avenue (the "Development Area"); and,

WHEREAS, on February 22, 2024, the Plan Commission, after a public hearing, approved the Development Plan and made the required findings under the Urban Redevelopment Law; and,

WHEREAS, the Urban Redevelopment Law requires this Common Council to make the findings listed below in connection with the approval of the Development Plan and to consider only those elements of the Development Plan needed to make the findings below; and,

WHEREAS, pursuant to the Urban Redevelopment Law, the City held a public hearing on a ground lease with respect to the Development Area, a form of which is attached hereto as Exhibit B and incorporated herein by this reference, between the City and KIRC (the "Ground Lease"); and,

QB\88527306.1

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

1. The proposed method of financing the Innovation Center is feasible and that it is probable that KIRC will be able to finance or arrange to finance the Innovation Center.
2. The persons who are proposed to be active in the management of KIRC for the next year have sufficient ability and experience to cause the Innovation Center to be undertaken, consummated and managed in a satisfactory manner.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, approves the Ground Lease subject to any changes approved by the Mayor and the Mayor and City Clerk-Treasurer are authorized and directed to execute the Ground Lease on behalf of the City. The Mayor's signature on the Ground Lease will constitute definitive proof of his approval of any changes to the Ground Lease.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, for purposes of carrying out the goals in the Development Plan and using its powers under the Urban Redevelopment Law, consents to KIRC entering into (i) leases, or option agreements with any entity and (ii) conveyance documents for the Innovation Center to Kenosha Innovation Neighborhood, Inc.

Adopted this 4th day of March, 2024.

Attest:

Michelle L. Nelson, City Clerk-Treasurer

Approved:

John M. Antaramian, Mayor

(SEAL)

EXHIBIT A

Development Plan

(See Attached)

QB\88527306.1

CITY PLAN COMMISSION RESOLUTION # 01-24

**TO APPROVE THE DEVELOPMENT PLAN FOR THE INNOVATION CENTER AT
THE KENOSHA INNOVATION NEIGHBORHOOD AUTHORIZING THE KIN
INNOVATION REDEVELOPMENT CORPORATION (KIRC) TO CONSTRUCT AND
OPERATE THE INNOVATION CENTER**

WHEREAS, in April 2022, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") and its Plan Commission approved the Innovation Center as part of the Master Plan for the Kenosha Innovation Neighborhood ("KIN"); and,

WHEREAS, KIN is located within the City's Tax Incremental District No. 19 ("TID 19"), which, when creating TID 19, the Common Council found that more than 50 percent, by area, of the real property within TID 19 was blighted; and,

WHEREAS, Sections 66.1301 – 66.1329, Wis. Stats., (the "Urban Redevelopment Law") provides the authority and procedures for the City to undertake certain actions to clear, replan, rehabilitate and reconstruct real property in the City for the public welfare and to eliminate blight; and,

WHEREAS, pursuant to the Urban Redevelopment Law, the City has prepared the development plan attached hereto as Exhibit A and incorporated herein by this reference (the "Development Plan") for the purpose of providing authority for the newly created KIN Innovation Redevelopment Corporation ("KIRC") to construct and operate the Innovation Center using the authority granted under the Development Plan and the Urban Redevelopment Law; and,

WHEREAS, KIRC was formed to provide private investment and capital through New Market Tax Credits for a portion of the construction costs of the Innovation Center, which will aid in the rehabilitation and reconstruction of the real property located at 5522 26th Avenue (the "Development Area"); and,

WHEREAS, on this same day, this Plan Commission held a public hearing on the Development Plan that was noticed as required under the Urban Redevelopment Law; and,

WHEREAS, the Urban Redevelopment Law requires this Plan Commission to make the findings listed below in connection with the approval of the Development Plan and to consider only those elements of the Development Plan needed to make the findings below and to consider the type of development which is physically desirable for the Development Area from a city planning view point.

NOW, THEREFORE, BE IT RESOLVED by the City Plan Commission that:

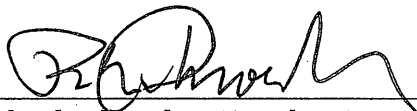
1. Because all obsolete or deteriorated structures and improvements on the Development Area have previously been removed, the Development Area is vacant and in need of

redevelopment under proper supervision with appropriate planning, land use and construction policies.

2. The Development Plan is in accord with the Master Plan of the City and the Master Plan for KIN.
3. The Development Area is not less than 100,000 square feet in area.
4. It is practical and in the public interest for the Innovation Center to be constructed in one stage, without multiple stages.
5. The public facilities will be adequate for commercial use at the time construction of the Innovation Center is complete.
6. There are no proposed changes in the city map, in zoning ordinances or maps. The proposed changes in streets and street levels are necessary or desirable for the Innovation Center and its protection against blighting influences and for the City.
7. There are no families occupying dwelling accommodations in the Development Area, and therefore, the implementation of the Development Plan will not cause undue hardship to any families.
8. The Development Plan is approved.
9. This resolution with the findings made herein shall be filed with the Common Council of the City for its consideration in connection with the Development Plan.

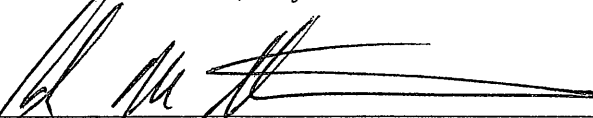
Adopted this 22nd day of February, 2024.

Attest:



Richard Schroeder, City Plan Commission Secretary

Approved:



John M. Antaramian, City Plan Commission Chairman

EXHIBIT A

Development Plan

(See Attached)

Prepared for the KIN Innovation Redevelopment Corporation (KIRC)

A Development Plan for the Innovation Center at the Kenosha Innovation Neighborhood
5522 26th Avenue
Kenosha, Wisconsin

Introduction to Development Plan for The Innovation Center

The Innovation Center at the Kenosha Innovation Neighborhood was conceived as part of the Master Plan for the Kenosha Innovation Neighborhood (KIN) adopted by the City of Kenosha Plan Commission and City Council in April 2022. The planning process conducted from May 2021 through November 2021 included numerous meetings of neighbors and city residents, stakeholder groups and other interested parties to review conceptual designs and provide input to the final plan. More than 300 people attended community meetings and more than 1,000 participated online during the time of Covid protocols to provide their input.

The Innovation Center, along with the LakeView Technology Academy STEM High School currently under construction across the street, are the first two projects in the larger KIN redevelopment. The Innovation Center design, the result of an intensive design competition, presents an innovative approach to the important role the center will have as a focal point of this transformative development. The Innovation Center will serve as a welcome center, and will house the Kenosha Innovation Neighborhood, Inc. offices, Gener8tor business accelerator and other programs to assist entrepreneurial development, programs of area higher education partners to assist startups and small businesses and provide co-working and leasable space for innovation and technology-oriented businesses of all sizes.

In order to implement New Market Tax Credit financing for the Innovation Center project, the City of Kenosha has determined that it is appropriate to provide for the adoption of a Development Plan and the creation of the KIN Innovation Redevelopment Corporation (KIRC) in order to assist the City with respect to the financing and operation of the Innovation Center and potentially other projects in the future.

In order to provide for the preparation and adoption of this Development Plan, the creation of KIRC to assist in implementation of the Innovation Center and the New Market Tax Credit financing and establish the authority of KIRC to act under Sections 66.1301 through 66.1329 of the Wisconsin Statutes and cooperate with the City with respect to creation of the Development Plan, the City has introduced additional resolutions providing for implementation of the Innovation Center and further authorizing documents and other actions to close on the financing and other transactions and conveyances necessary to complete the Innovation Center project.

Accordingly in making the requisite findings in this Development Plan, the City acknowledges that the Innovation Center project has been initiated and that the findings must be considered in conjunction with the approvals previously set forth in the City's adoption of the KIN Master Plan.

Under Section 66.1303 of the Wisconsin Statutes, a Development Plan shall be required for the purposes of Urban Redevelopment as described under Section 66.1301 of the Wisconsin Statutes, and must contain the following information:

- a) The Innovation Center development area is described by the following legal description and metes and bounds description:

Part of vacated lands, vacated Alleys, Blocks, Lots and Streets of BAIN'S SUBDIVISION, a plat of record and on file at the Kenosha County Register of Deeds Office on June 11, 1890, as per Document No. 44724, as per Plat No. 260, all lying and being in the Northeast ¼, the Northwest ¼, the Southwest ¼ and the Southeast ¼ of the Southeast ¼ of Section 36, Town 2 North, Range 22 East of the Fourth Principal Meridian, and being more particularly described as follows:

Commencing at the Southwest corner of 24th Avenue and 55th Street, thence S87°50'11"W along and upon the south line of 55th Street 464.52 feet and to the west line of a public alley extended southerly; thence N01°37'20"W along and upon said west line and its southerly extension, 66 feet and to the north line of the aforesaid 55th Street; thence S87°50'11"W along and upon said north line and its extension westerly 208.53 feet and to the point of beginning of the parcel hereinafter described:

Thence S01°36'10"E 29.58 feet; thence southerly 147.31 feet along and upon the arc of a circular curve concave to the west, said curve having a central angle of 23°07'28", a radius of 365.00 feet and a chord which bears S09°57'34"W 146.32 feet; thence S21°31'18"W 47.09 feet; thence southerly 186.03 feet along and upon the arc of a circular curve concave to the east, said curve having a central angle of 24°30'11", a radius of 435.00 feet and a chord which bears S09°16'13"W 184.62 feet; thence S2°58'53"E 88.31 feet; thence S89°30'29"W 235.97 feet; thence N01°41'39"W 545.73 feet; thence N87°50'11"E parallel with the north line of the aforesaid 55th Street, 317.46 feet; thence S01°36'10"E 72.83 feet and to the point of beginning. Containing 151,524 square feet, more or less (3.478 acres, more or less).

Street address of 5522 26th Avenue and **Parcel #09-222-36-480-025**

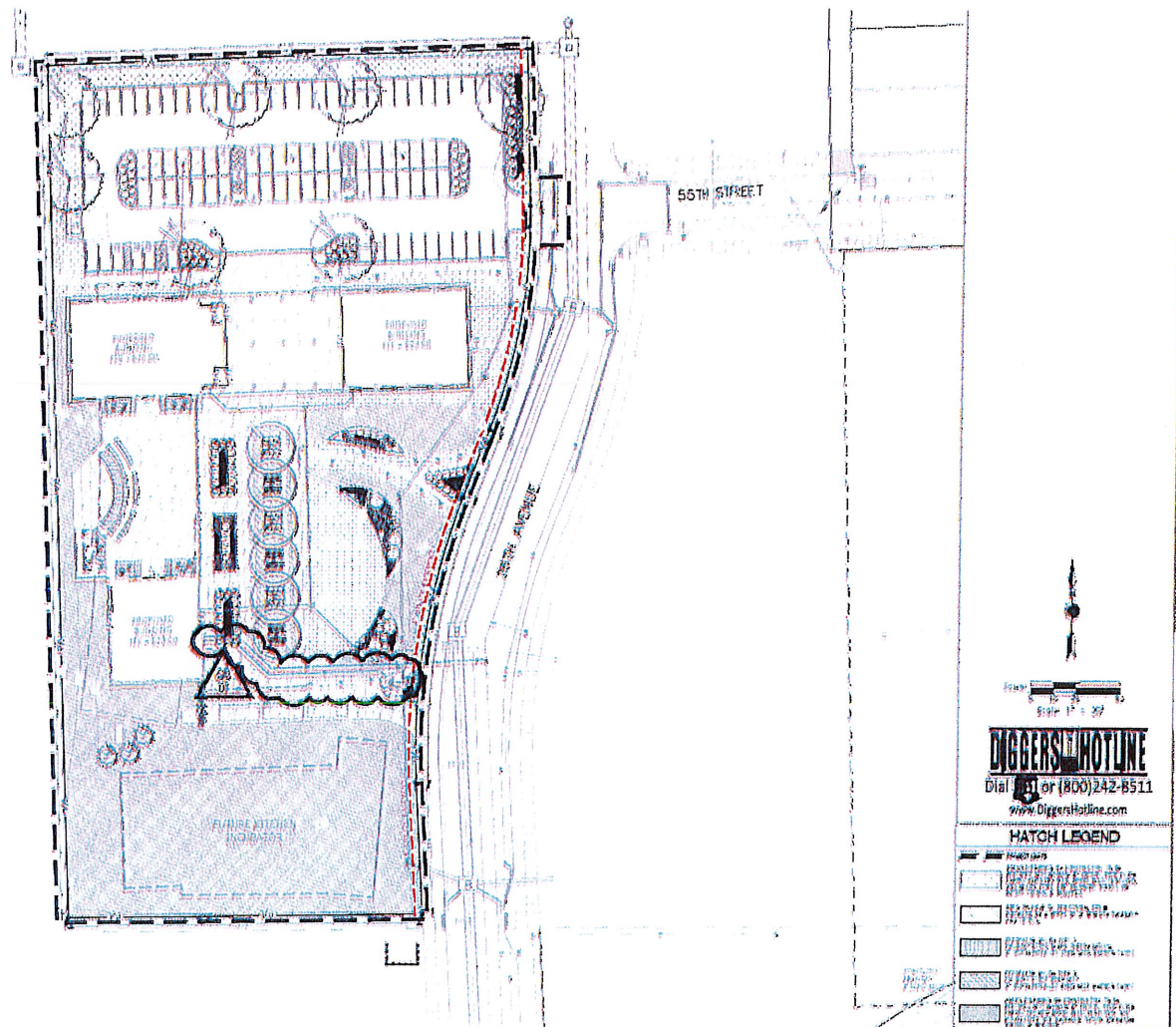
- b) The real property in the Development Area to be acquired is located at 5522 26th Avenue in the City of Kenosha. **[Note: The Innovation Center site has previously been acquired by the City]**
- c) The development schedule for the Innovation Center project shall be completed in a single stage by the construction of one free-standing building. The time limit for construction during this stage is March 2024 to August 2025. The construction stage area shall contain the same metes and bounds description as identified in Section a) of this Development Plan.
- d) The Innovation Center project proposes to immediately demolish all improvements or structures located within the Innovation Center area prior to project construction. **[Note: All improvements and structures located within the Innovation Center area have previously been demolished.]**
- e) All proposed demolition within the Innovation Center area shall be immediate.

- f) No improvements will be made to existing buildings or structures since the property is vacant.
- g) The Innovation Center shall consist of a single, multi-tenant office and educational building with spaces for the Kenosha Innovation Neighborhood, Inc. 501(c)3, Gener8tor's Kenosha g-BETA Accelerator program, higher education partners, co-working space, lease space for innovation and technology-oriented businesses, and potentially an area for a small coffee shop or other ancillary food service. The building will serve as the focal point and center of activity for the 100-acre Kenosha Innovation Neighborhood being built on the redeveloped brownfield site of a former auto manufacturing plant. This transformative development will include both interior and exterior spaces for programming designed to engage young people in technology education and career pathways and will be the nexus of the region's emerging entrepreneurial development ecosystem.
- h) The Innovation Center area is 3.478 acres or 151,501 square feet. Total lot coverage shall consist of 31,800 square feet of building coverage (including overhang of second floor space above courtyard area), 37,188 square feet for on-site surface parking, drives and walkways, and 25,505 of open space, including a plaza of approximately 19,491 square feet. An area to the south of the plaza has been designated for parking up to three food trucks on an intermittent basis as an amenity for building users and residents of the area. A small amphitheater seating approximately 160 people is partially nestled under the second-floor overhang of the building, off the central plaza. This will allow for formal and informal presentations and performances. The plaza will have abundant natural landscaping and the adjoining street will have street trees. All landscaping will meet ANN/ANSI 260.1 Standards. A detailed landscaping plan and project rendering is shown below.

Rendering of Innovation Center



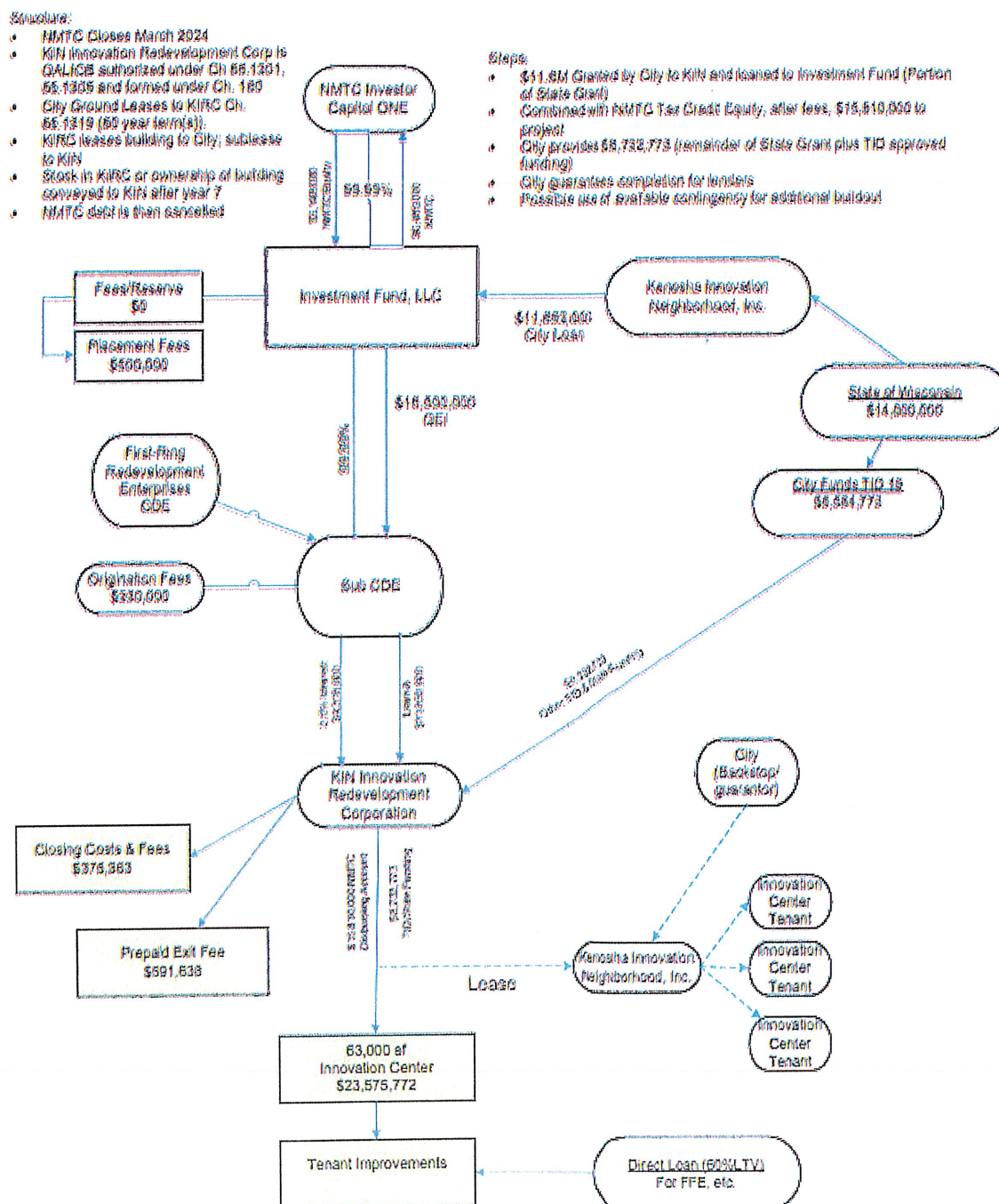
Landscape Plan for Innovation Center



- i) The Innovation Center is a permitted use with the *B-6 Kenosha Innovation Neighborhood District* under Section 3.157 A.4. of the City of Kenosha Zoning Ordinance so no changes to zoning ordinances or maps are necessary.
- j) The Kenosha Innovation Neighborhood Master Plan adopted by the Plan Commission and City Council in April 2022 lays out the preliminary street plan for KIN. Construction is underway on water, sanitary sewer and storm sewer throughout the site and to service this area. Construction of 26th Avenue and 56th Street to service this site will begin this spring and be completed well before occupancy in the 3rd quarter of 2025.
- k) Prior to commencement of the Innovation Center project the project area contained no habitable dwelling units with no families residing in the development area.

- l) Because no families are residing in the development area, no accommodations are necessary during construction. The Innovation Center project will contain no dwelling units. The KIN Master Plan calls for 800 – 1,300 dwelling units, with a range of rents including workforce housing in later phases of the overall development and are not covered by this development.
- m) The diagram shown below depicts the New Market Tax Credit financing sources and mechanisms that will financially support the Innovation Center project.

New Market Tax Credit funding diagram



- n) Staff from the City of Kenosha manage the KIRC, and the Director of Public Works manages the daily operations. KIRC will be governed by a board of directors that initially consists of the Director of Public Works for the City of Kenosha (Brian Cater as President), a designee identified by the Mayor of the City (Curtis Czarnecki, Secretary/Treasurer) and a designee identified by the President of Kenosha Innovation Neighborhood, Inc. (Timothy Mahone)
- o) This Development Plan is created to support and allow implementation of New Market Tax Credit financing. In addition, the development area is vacant and in need of redevelopment under proper supervision with appropriate planning, land use and construction policies. This Development Plan will give KIRC the authority to construct the Innovation Center with those goals.

EXHIBIT B

Ground Lease

(See Attached)

QB\88527306.1

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is made and entered into effective as of the _____ day of _____, 2024 (the “**Effective Date**”), by and between the CITY OF KENOSHA, WISCONSIN, a municipal corporation (“**Landlord**”), and KIN INNOVATION REDEVELOPMENT CORPORATION, a Wisconsin corporation (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord owns certain real property in the City of Kenosha, Kenosha County, State of Wisconsin, known as Parcel No. 09-222-36-479-025, as more particularly described on **Exhibit A** attached hereto and made a part hereof (the “**Leased Property**”);

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the Leased Property, upon the terms and conditions set forth herein; and

WHEREAS, Tenant will undertake construction of a first-class office building of not less than _____ stories containing not less than thirty-eight thousand eight hundred forty (38,840) net rentable square feet (the “**Building**”), and related structures, fixtures, parking areas and other improvements (collectively with the Building, the “**Improvements**”) on the Leased Property for use as office space for lease to technology companies and innovative, entrepreneurial enterprises, and appropriate relevant support services and programing (the “**Project**”). The Building will remain the property of Tenant during the Term of this Lease. It is the intention of Landlord and Tenant that the separation of title to the Leased Property and the Improvements is not to change the character of the Improvements as real property and that the same shall be and remain real property; and

WHEREAS, the Landlord derives substantial benefit from the Project, which is deemed to be a portion of the consideration hereunder, as does the Tenant.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant agree as follows:

ARTICLE I CERTAIN DEFINED TERMS

Section I.1 Certain Definitions. In addition to other terms defined in this Lease, for all purposes of this Lease:

(a) “**Additional Rent**” means any and all amounts other than Base Rent payable to Landlord or to any other Person as specifically required under this Lease, including, without limitation, the Impositions.

(b) “**Affiliate**” means any Person that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with the Person in question. As used in the preceding sentence, (A) a Person shall be deemed to own another Person if it

holds legal or equitable title to fifty percent (50%) or more of the common stock, partnership interests, limited partnership interests, membership interests or other ownership interests of such other Person, and (B) the term “control” (and its derivatives) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through voting rights, by contract or otherwise.

(c) “Alterations” means any alterations, additions, changes or Improvements.

(d) “Applicable Laws” means all applicable governmental laws, statutes, orders, ordinances, codes, rulings, regulations and decrees, now in force or hereafter enacted, as the same may be amended, from time to time.

(e) “Award” means all compensation, sums or anything of value awarded, paid or received for a Total, Substantial or Partial Taking, whether pursuant to judgment, agreement or otherwise.

(f) “Base Rent” has the meaning given to such term in Section 3.1 hereof.

(g) “Claims” has the meaning given to such term in Section 15.2 hereof.

(h) “Debtor Relief Laws” means the Bankruptcy Code of the United States, as amended, and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

(i) “Default Rate” shall mean the lesser of (i) an annual rate of interest equal to four percent (4%) above the “Prime Rate” as published in the “Money Rates” section of *The Wall Street Journal* or, if no longer published, the prime rate of large money-center banks in the United States as published in any similar financial publication, from time to time, or (ii) the maximum rate of interest permissible under applicable law.

(j) “Effective Date” has the meaning given to such term in the Preamble to this Lease.

(k) “Environmental Laws” shall mean any federal, State or local law, statute, code, ordinance, rule, regulation or requirement relating to human health or safety or governing, regulating or pertaining to the generation, treatment, storage, handling, transportation, use or disposal of any Hazardous Substance, including, but not limited to, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., (ii) the Hazardous Substances Transportation Authorization Act of 1994, as amended, 49 U.S.C. § 5101 et seq., (iii) the Resource, Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., (iv) the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq., (v) the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., (vi) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (vii) any so-called “superfund” or “superlien” law, and (viii) the health, safety and environmental laws of the State, as the same may be amended, from time to time.

(l) “Existing Environmental Conditions” has the meaning given to such term in Section 16.2 hereof.

(m) “Expiration Date” has the meaning given to such term in Section 2.2 hereof.

(n) “Force Majeure Delay” has the meaning given to such term in Section 17.29 hereof.

(o) “Hazardous Substances” means any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade: (a) that because of its toxicity, concentration, or quantity, has characteristics that are hazardous or toxic to human health, the environment, or natural resources; (b) that is subject to regulation, investigation, control, or remediation under any Environmental Laws, or to which exposure is now prohibited, limited, or regulated by, or that could foreseeably be prohibited, limited, or regulated by or under, any Environmental Law; or (c) that is defined as hazardous, acutely hazardous, toxic, a pollutant, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, or words of similar import or regulatory effect under Environmental Laws; including, without limitation, any petroleum or petroleum-derived products; radon, radioactive materials or wastes; asbestos in any form; lead or lead-containing materials, urea formaldehyde foam insulation; organohalogenated flame-retardant chemicals, including, without limitation, per- and polyfluoroalkyl substances, perfluorooctanoic acid, and perfluorooctane sulfonate; foundry sand; and polychlorinated biphenyls.

(p) “Impositions” has the meaning given to such term in Section 6.1 hereof.

(q) “Improvements” has the meaning given to such term in the Recitals to this Lease.

(r) “Kenosha County” means Kenosha County, a Wisconsin municipal corporation.

(s) “Kenosha Engine Plant Remediation Action” has the meaning given to such term in Section 16.2 hereof.

(t) “Landlord” has the meaning given to such term in the Preamble to this Lease.

(u) “Landlord Indemnified Parties” has the meaning given to such term in Section 15.2 hereof.

(v) “Landlord Party” has the meaning given to such terms in Section 16.1 hereof.

(w) “Lease” has the meaning given to such term in the Preamble to this Lease.

- (x) “Leased Property” has the meaning given to such term in the Recitals to this Lease.
- (y) “Master Declaration” has the meaning set forth in Section 5.1(b).
- (z) “Mortgage” has the meaning given to such term in Section 11.1 hereof.
- (aa) “Mortgagee” means the mortgagee, beneficiary or the like of a Mortgage permitted by this Lease.
- (bb) “New Lease” has the meaning given to such term in Section 11.4 hereof.
- (cc) “Notice of Intended Taking” means any notice which a reasonably prudent Person would interpret as expressing a governmental agency’s existing intention of Taking (as distinguished from a mere preliminary inquiry or proposal). The notice is considered to have been received when a Party receives from the condemning agency or entity a notice of intent to take, in writing, containing a description or map reasonably defining the extent of the Taking.
- (dd) “Partial Taking” means any Taking that is not either a Total Taking or a Substantial Taking.
- (ee) “Party” or “Parties” means either Landlord or Tenant or both as the context requires.
- (ff) “Permitted Encumbrances” means all federal, state and local laws and regulations, including municipal and zoning ordinances and agreements entered under them; recorded easements; recorded building and use restrictions and covenants; and general taxes levied in the year of closing.
- (gg) “Person” or “persons” means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, government or any agency or political subdivision thereof, other business entity, or other organization recognized at law.
- (hh) “Premises” means the Leased Property and the Improvements.
- (ii) “Rent” means Base Rent and Additional Rent.
- (jj) “State” means the State in which the Leased Property is located.
- (kk) “Substantial Taking” means the Taking of so much of the Premises (or any part thereof) that one of the following conditions results: (i) the remainder of the Premises is insufficient for the economic and feasible use and operation by Tenant, or (ii) a reasonable amount of reconstruction would not make the Premises a practical improvement reasonably suited for the uses and purposes for which the Premises are leased hereunder.

(ll) “Taking” means the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. Taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemning authority, or (ii) the date on which the right to compensation and damages accrues under applicable law.

(mm) “Tenant” has the meaning given to such term in the Preamble to this Lease.

(nn) “Tenant Indemnified Parties” has the meaning given to such term in Section 15.2 hereof.

(oo) “Tenant Party” has the meaning given to such terms in Section 16.1 hereof.

(pp) “Tenant Responsible Contamination” has the meaning given to such term in Section 16.3 hereof.

(qq) “Term” has the meaning given to such term in Section 2.2.

(rr) “Total Taking” means any Taking by condemnation of the fee title to all the Premises.

(ss) “WDNR” has the meaning given to such term in Section 16.2 hereof.

ARTICLE II GRANT AND TERM OF LEASE

Section II.1 Leasing Clause. Subject to the terms and conditions contained in this Lease, Landlord hereby leases, demises and lets to Tenant and Tenant hereby takes and leases from Landlord the Leased Property.

Section II.2 Term of Lease. Subject to the provisions hereof, the term of this Lease shall be for a period of sixty (60) years (the “**Term**”), commencing on the Effective Date and ending at 11:59 pm on the last day preceding the sixtieth (60th) anniversary of the Effective Date (the “**Expiration Date**”), unless earlier terminated as provided herein.

ARTICLE III RENT

Section III.1 Base Rent. In consideration of the Initial Term, Tenant agrees to pay Landlord base rent (the “**Base Rent**”) for the Leased Property in accordance with the terms of this Section 3.1. The Base Rent shall be One Hundred Dollars (\$100.00), which has been prepaid

in full, in advance, on the Effective Date and Landlord hereby acknowledges receipt of all prepaid Base Rent.

Section III.2 Additional Rent. Tenant hereby agrees to pay all Additional Rent to Landlord or to such other Person as Landlord may direct or as is required under this Lease at such time as such Additional Rent is due and payable as required under this Lease. If Tenant fails to make such Additional Rent payment within five (5) days of the date such payment is due, Tenant shall pay to Landlord interest at a rate of equal to the Default Rate on the amount unpaid, computed from the date such Additional Rent was due up to and including the date of payment by Tenant.

Section III.3 Interest. If Tenant shall fail to reimburse Landlord for any Impositions that Landlord has elected to pay in accordance with this Lease within five (5) days after the date when each such payment is due, Tenant shall pay to Landlord interest at a rate equal to the Default Rate on the amount unpaid, computed from the date such payment of Impositions was made by Landlord up to and including the date of payment by Tenant.

ARTICLE IV ALTERATIONS

Section IV.1 Alterations.

(a) Tenant shall, at its sole cost and expense obtain any and all requisite building, construction, zoning and other licenses, variances, permits and approvals related to or necessary for its construction of the Project and all related Improvements. Landlord shall cooperate in all reasonable respects, to the extent necessary in its capacity as owner of the Property and at no out of pocket cost to Landlord, with Tenant in order to obtain such permits and/or approvals. Notwithstanding anything to the contrary herein, the obligations in this Section 4.1(a) shall apply to Landlord solely in its capacity as owner of the Property, and nothing in this Lease is intended to modify or circumvent the City of Kenosha approval process when the City of Kenosha or any unit thereof is acting in a regulatory capacity. Once commenced, Tenant shall diligently prosecute its construction of the Project to completion, subject to the force majeure provisions contained in Section 17.29. Tenant shall take reasonable measures to minimize damage, disruption or inconvenience in the Property caused by the construction. Tenant shall not permit equipment, trash, materials or the like to be located outside of the Property except as otherwise may be explicitly agreed in writing. Promptly upon completion of the Project, Tenant shall supply Landlord with a copy of the certificate of occupancy from the local building department and one (1) set of "as-built" drawings (in print and AutoCAD). Notwithstanding anything to the contrary contained herein, the review of any plans by Landlord or an agent, employee, contractor or representative of Landlord (including, without limitation, the making of any comments thereto) shall not: (A) limit the obligations, duties and liabilities of Tenant under this Lease; or (B) result in any liability or responsibility on the part of Landlord for their completeness, design sufficiency, adequacy or compliance with Applicable Laws, the Permitted Encumbrances or the terms of this Lease.

(b) Except as otherwise expressly set forth in this Section 4.1, Tenant shall have the right to make or perform or cause to be made or performed any and all alterations, additions and improvements, structural and non-structural, without Landlord's consent. All such alterations, additions, improvements and removals so made by Tenant are herein referred to as "**Alterations**."

Section IV.2 **Completion**. The Project, including all Improvements and Alterations thereto, will be constructed in compliance with all Applicable Laws and the Permitted Encumbrances. Upon completion of any Alterations to the Premises, Tenant will (i) procure any required final certificate of occupancy (or its equivalent) and deliver to Landlord the original or a copy thereof, and (ii) furnish Landlord with any permits, approvals and filings that must be obtained from or submitted to any state or federal regulatory agency in connection with any Alterations.

Section IV.3 **Delivery of Insurance Policies**. Before commencing any Alterations or entering any contracts relating to the construction or alteration of the Premises, Tenant shall supply Landlord with such endorsements to the insurance policies required under this Lease as shall be necessary to fully cover the contemplated work.

Section IV.4 **No Liens**. Notice is hereby given that Landlord will not be liable for any work, services, materials or labor furnished to Tenant, and no mechanic's, materialmen's or other lien arising or resulting from Tenant's acts or omissions (collectively, "**Tenant Liens**") shall attach to or affect Landlord's interest or estate in the Premises, provided that Tenant shall have the right to Mortgage (as hereinafter defined) its interest in the Project, subject to Landlord's right hereunder. Tenant shall keep the Premises and its interest under this Lease free and clear of all Tenant Liens, including, without limitation, liens for work, services, materials or labor furnished to Tenant or alleged to have been so furnished, excluding Mortgages expressly authorized under Article XI. In the event Tenant fails to discharge, bond over, or otherwise address to Landlord's reasonable satisfaction any such Tenant Lien encumbering the Premises or Tenant's interest in this Lease within twenty (20) days after the filing thereof, Landlord may (but shall not be obligated to) cause such lien to be released and discharged, in which event Tenant shall reimburse Landlord for all costs it incurs in connection therewith, including, without limitation, reasonable attorneys' fees.

ARTICLE V USE OF PREMISES

Section V.1 **Use of Premises**.

(a) The Premises shall be used to develop and operate the Project, and for any other lawful use, subject to and in accordance with Applicable Law and the Permitted Encumbrances, and the Master Declaration (as defined below).

(b) Landlord may impose a Declaration of Covenants, Restrictions and Easements for Kenosha Innovation Neighborhood, encumbering the Premises (the "**Master Declaration**"), which shall in form and substance reasonably acceptable to Tenant. The Master

Declaration, as amended or supplemented from time to time, shall be a Permitted Encumbrance hereunder.

(c) In no event shall the Premises be used for any purpose which would constitute a public or private nuisance or waste or which would violate any of the provisions of any Applicable Laws, the Master Declaration or the other Permitted Encumbrances. Tenant agrees that, with respect to the Master Declaration and the other Permitted Encumbrances, Tenant shall observe, perform and comply with and carry out the provisions thereof required therein to be observed and performed by Landlord with respect to the Premises. Without limiting the generality of the foregoing, Tenant shall pay or cause to be paid all amounts that Landlord owes under the Permitted Encumbrances, and satisfy all of Landlord's obligations under the Permitted Encumbrances, to the extent that, but only to the extent, the same relate to the Premises or the activities and operations of Tenant.

(d) Tenant shall not use, occupy or permit any of the Premises to be used or occupied, nor do or permit anything to be done in or on any of the Premises, in a manner which would (i) make void or voidable any insurance which Tenant is required hereunder to maintain in force with respect to any of the Premises, (ii) affect the ability of Tenant to obtain any insurance which Tenant is required to furnish hereunder, or (iii) cause any injury or damage to any of the Improvements.

Section V.2 Nondiscrimination. Tenant agrees that:

(a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Property or the Improvement thereon contrary to federal, state or local, law, rule or regulation.

(b) Tenant shall include the foregoing provision in any sublease of the Leased Property. Further Tenant agrees to indemnify and hold Landlord, its officers, employees and agents harmless from and against any claims and demands of third parties, including the United States of America, resulting from Tenant's noncompliance with the provisions of this Section 5.2, and Tenant shall reimburse Landlord any loss, expense or attorneys' fees incurred by reason of Tenant's noncompliance.

ARTICLE VI TAXES AND ASSESSMENTS; UTILITIES

Section VI.1 Payment of Taxes. Subject to the provisions of Section 6.3 hereof relating to contests, from and after the Effective Date, Tenant shall, before delinquent or interest or penalties are due thereon, pay and discharge to pay and discharge all of the following (collectively, the "Impositions"): (i) all taxes of every kind and nature (including real, ad valorem, personal property, gross income, franchise, withholding, profits and gross receipts taxes) on or with respect to the Premises; (ii) all charges and/or taxes imposed by any governmental body for any easement or agreement maintained for the benefit of the Premises; (iii) all general and special assessments (payable in installments if permitted), levies, permits, inspection and license fees on or with respect to the Premises; (iv) all water and sewer rents and

other utility charges on or with respect to the Premises; and (v) all other public charges and/or taxes whether of a like or different nature, even if unforeseen or extraordinary, imposed or assessed upon or with respect to the Premises, during (but not prior to) the Term, against Landlord, Tenant, or any of the Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Premises, or the Base Rent or Additional Rent, including, without limitation, any gross income tax, sales tax, occupancy tax or excise tax levied by any governmental body on or with respect to such Base Rent or Additional Rent. If received by Landlord, Landlord shall promptly deliver to Tenant any bill or invoice with respect to any Imposition. No failure by Landlord to deliver any such bill or invoice shall relieve Tenant of its responsibility to pay the same in accordance with the terms of this Section 6.1. Nothing herein shall obligate Tenant to pay, and the term Impositions shall exclude the following: (a) transfer taxes as the result of a conveyance by (or suffered by) Landlord; (b) franchise, capital stock, or similar taxes if any, of Landlord; (c) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by its net income; or (d) any estate, inheritance, succession, gift, capital levy or similar taxes, unless the taxes referred to in clauses (b) and (c) above are in lieu of or a substitute for any other tax or assessment upon or with respect to any of the Premises which, if such other tax or assessment were in effect at the commencement of the Term, would be payable by Tenant. If any assessment against any of the Premises may be paid in installments, Tenant shall have the option to pay such assessment in installments; and, in such event, Tenant shall be liable only for those installments which become due and payable during the Term. Tenant shall prepare and file all tax reports required by governmental authorities which relate to the Impositions. Tenant shall deliver to Landlord copies of all settlements and notices pertaining to the Impositions which may be issued by any governmental authority and receipts for payments of all Impositions made during each calendar year of the Term, within ten (10) days after payment thereof.

Section VI.2 Indemnity for Impositions. Tenant will work in good faith to resolve any potential lien or judgment for Impositions to be enforced against the Premises. Tenant agrees to defend, indemnify and save Landlord harmless from the payment of such Impositions and any loss, cost, expense (including court costs and reasonable attorneys' fees), or liability ever incurred or suffered by Landlord as a result of Tenant's failure to pay such Impositions or any portion thereof in accordance with the provisions hereof.

Section VI.3 Tenant's Right to Contest. Tenant may in good faith and at its sole cost and expense (in its own name or in the name of Landlord, solely in its capacity as owner of the Leased Property, or both, as Tenant may determine appropriate) contest the validity or amount of the Impositions or any other taxes, charges, assessments or other amounts, charged or assessed against the Premises, in which event the payment thereof may be deferred during the pendency of such contest. If requested by Tenant, Landlord will join Tenant, solely in its capacity as owner of the Leased Property, as a party to any such contest; provided, that, Landlord shall not be obligated to incur any expense in connection therewith. Nothing herein contained, however, shall be construed to authorize Tenant to allow or to permit the Premises, or any part thereof, to be sold by any city, state, municipal, or other governmental authority for the non-payment of any Impositions.

Section VI.4 Allocations of Impositions Between Parcels. Landlord shall, at its sole cost and expense, have the Premises designated as a separate parcel for taxing purposes, in compliance with all Applicable Laws, so that the Premises are assessed separately from all other property for all tax purposes. If at any time after the Effective Date the Premises are not separately assessed, Tenant shall pay to pay a share of the Impositions attributable to the Premises pursuant to an equitable allocation as reasonably determined by Landlord and Tenant.

Section VI.5 Utilities. Tenant shall pay or cause to be paid all charges for water, heat, gas, electricity, cable, trash disposal, sewers, stormwater and any and all other utilities used on the Premises throughout the Term, including, without limitation, any connection and servicing fees, permit fees, inspection fees and fees to reserve utilities capacity. On Tenant's written request, Landlord will, at Tenant's sole cost and expense, join with Tenant in any application required for obtaining or continuing any utility service relating to the Premises. Tenant shall defend, indemnify and hold Landlord and the Premises harmless from any loss, cost, expense, liability, lien or the like associated with any such utility or service charge. Notwithstanding the foregoing, Landlord shall pay or cause to be paid all charges for any utilities used by Landlord on or off of the Leased Property.

ARTICLE VII NET LEASE; NO LANDLORD SERVICES

Section VII.1 Net Lease. This is a net lease and Base Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense. It is intended that the Base Rent provided for in this Lease shall be absolutely net to Landlord, and accordingly, except as otherwise expressly required under this Lease, Tenant covenants and agrees to pay, as they become due and payable and before they become delinquent, all operating and capital expenses in connection with the construction, operation, maintenance, repair, restoration, use or occupation of the Premises, including, without limitation, the costs, charges and assessments related to Impositions, utilities located within the Leased Property for the operation of the Improvements and insurance.

Section VII.2 No Landlord Services. Tenant expressly agrees that nothing contained in this Lease shall require Landlord to furnish to Tenant or any other occupant of the Premises any water, sewer, gas, heat, electricity, light, power, or any other utilities, labor, materials, or services of any kind whatsoever, except as may be provided in the Master Declaration or as may otherwise be a municipal service provided in the ordinary course by the City of Kenosha.

ARTICLE VIII TITLE, CONDITION, AND LANDLORD'S REPRESENTATIONS AND WARRANTIES

Section VIII.1 Title and Condition.

(a) The Leased Property is demised and let subject to (i) the Permitted Encumbrances, and (ii) all Applicable Laws.

(b) Landlord represents and warrants to Tenant, with the understanding that Tenant is entering into this Lease in reliance thereon, that as of the Effective Date:

(i) Landlord has the full power and authority to enter into and perform this Lease according to its terms and the individual or individuals executing this Lease on behalf of Landlord is authorized to do so;

(ii) except for the Permitted Encumbrances and that certain Option to Lease Agreement dated as of January 9, 2023, by and between Landlord and Kenosha Innovation Neighborhood, Inc. (“KIN”) (the “**KIN Option**”), which KIN Option has been waived by KIN with respect to the Leased Property pursuant to that Waiver of Option Agreement dated as of _____, 2024, Landlord has not granted to any Person, and no Person has the right, to use or occupy any portion of the Leased Property; and

(iii) Landlord has not received notice of and has no knowledge of any existing or threatened action, suit or proceeding affecting the Leased Property (including, without limitation, proposed or threatened condemnation), in any court or before or by any federal, state, county or municipal or other governmental instrumentality, other than the Kenosha Engine Plant Remediation Action (as defined below).

(iv) Prior to the Effective Date, Landlord has, at its sole expense, complied in all material respects with all applicable laws, ordinances, regulations, statutes, rules, restrictions and permits pertaining to or affecting the Leased Property.

(v) Landlord has not received any written notice stating that it is in default concerning any of its obligations or liabilities that could result in a lien on the Leased Property.

(vi) Landlord has had no work performed which would allow a mechanic's lien to attach to the Leased Property (or, if any such work has been done or will be done hereafter, Landlord will pay for such work in full and remedy any outstanding lien issues at or before the Effective Date).

(vii) No methamphetamine production has occurred on the Leased Property. Landlord has not received any written order from the City of Kenosha police, the County sheriff's department or any health department requiring removal of precursor waste chemicals or remediation and no such orders have been vacated.

(viii) All taxes for all prior years, all governmental liens and all public debts including assessments or impact fees which are currently due and payable, if any, are paid or will be paid by Landlord as of the Effective Date.

(ix) Except as may be disclosed in the documents delivered pursuant to Section 16.2 of this Lease, the Leased Property complies in all material respects with all applicable Environmental Laws, including all term and conditions of the Kenosha Engine Plant Remediation Action (as defined below).

(x) Except as disclosed in the documents delivered pursuant to Section 16.2, there are no underground or aboveground storage tanks located on or about the Leased Property.

(xi) Except for the KIN Option, no person has any right to purchase all or any portion of the Leased Property and Landlord has or will have as of the Effective Date, good and marketable title to the Leased Property, free and clear of all liens, mortgages, charges and encumbrances except for matters of record and the terms of the Stipulation and Order entered in the matter of In re Old Carco LLC (f/k/a Chrysler LLC) et. al. (Case No. 09-50002 Bankr. S.D.N.Y.).

(xii) As of the Effective Date, there are no contracts, agreements or obligations relating to the Leased Property, which will extend beyond the Effective Date, except matters of record and those previously disclosed to Tenant in writing or delivered to Tenant in accordance with Article IV of this Lease.

(xiii) There are no tenants or persons or entities in possession of or having the right to possess the Leased Property or any part thereof, except for any matters of record as of the Effective Date of this Lease.

(xiv) There are no leases or other occupancy agreements affecting the Leased Property that will remain in effect after the Effective Date except for matters of record as of the date of this Lease.

(c) Tenant acknowledges and agrees that Tenant has examined the condition of title to the Leased Property prior to the execution and delivery of this Lease and has found such title to be satisfactory for the purposes contemplated by this Lease.

(d) Landlord shall promptly deliver to Tenant and Tenant's Mortgagee a written notice of the commencement of any legal action by any governmental authority or third-party affecting the Leased Property, and will make no concessions or settlements with respect to any such action without Tenant's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND INDEMNIFICATIONS MADE BY LANDLORD HEREIN, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, LANDLORD LEASES AND WILL LEASE AND TENANT TAKES AND WILL TAKE THE LEASED PROPERTY "AS IS" AND "WITH ALL FAULTS," AND TENANT ACKNOWLEDGES THAT LANDLORD (WHETHER ACTING AS LANDLORD HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR

REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE LEASED PROPERTY, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS HABITABILITY, ITS FITNESS FOR USE OR PURPOSE, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, LATENT OR PATENT, OR AS TO VALUE, COMPLIANCE WITH SPECIFICATIONS, LOCATION, USE, CONDITION, MERCHANTABILITY, QUALITY, DESCRIPTION, DURABILITY OR OPERATION, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE LEASED PROPERTY IS OF ITS SELECTION AND TO ITS SPECIFICATIONS, AND THAT THE LEASED PROPERTY HAS BEEN INSPECTED BY TENANT AND IS SATISFACTORY TO IT.

Landlord hereby covenants and agrees to indemnify, defend, and hold Tenant harmless with respect to all loss or damage suffered by Tenant, caused or arising due to a breach of the representations, warranties or covenants of Landlord contained in this Lease or to Landlord's failure to fulfill its obligations under this Lease, including but not limited to this Article XIII (including reasonable attorneys' fees), and all expenses and reasonable attorneys' fees incurred by Tenant in enforcing its right to such indemnification.

ARTICLE IX MAINTENANCE AND REPAIR; COMPLIANCE WITH LAWS; INSURANCE

Section IX.1 Repair and Maintenance. Throughout the Term, Tenant, at its sole cost and expense, shall keep and maintain all of the Premises in good repair and condition in a manner consistent with the standard and quality which prevail among properties in the same or similar circumstances involving the use and operations as permitted hereunder (taking into account its then current age), and shall make all repairs, replacements and renewals, foreseen or unforeseen, ordinary or extraordinary, necessary to put or maintain the Premises in such state of repair and condition. Landlord shall not be required to maintain, repair or rebuild all or any part of the Premises pursuant to this Lease, except as otherwise provided herein, including with respect to the Kenosha Engine Plant Remediation Action. In addition, provided that Landlord shall be required to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, Tenant shall keep the Premises in a safe and sanitary condition as required by all Applicable Laws.

Section IX.2 Compliance with Laws. Provided that Landlord shall be required, at Landlord's sole cost and expense, to deliver the Leased Property in the condition required under this Lease, including but not limited to Article VIII hereof, during the Term, Tenant shall comply with and cause the Premises to be in compliance with (i) all Applicable Laws applicable to the Premises or the uses conducted on the Premises, (ii) the provisions of any insurance policies required to be maintained by Tenant with respect to the Premises, and (iii) the terms of any easements, covenants, conditions and restrictions affecting the Premises which are Permitted Encumbrances or are created after the date of this Lease with Tenant's written approval. If any additions, alterations, changes, repairs or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the Term because of any of these requirements, but subject to Landlord's obligation to deliver the Leased Property in the condition

required under this Lease, including but not limited to Article VIII hereof, the entire expense of the same, irrespective of when the same shall be incurred or become due, shall be the liability of Tenant and Landlord shall have no such obligations or liability.

Section IX.3 Compliance with EDA Restrictive Covenants.

(a) Landlord and Tenant acknowledge that portions of the Leased Property were improved as identified on Exhibit B (the “EDA Funded Improvements”), in part, with funding from the U.S. Economic Development Administration (“EDA”) and is subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients of EDA financial assistance or owners and/or their successors and assigns of the EDA Funded Improvements agree as follows:

(i) Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

(ii) Tenant agrees to provide Landlord and EDA with any applicable document, evidence or report required to assure compliance with federal and state law applicable to the EDA Funded Improvements, including but not limited to applicable federal and state environmental laws.

(iii) Any deeds or instruments of conveyance of the EDA Funded Improvements shall contain a Notice of Federal Interest which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This Notice of Federal Interest shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

(b) Civil Rights. Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability.

(c) Audits and Inspections. At any time during normal business hours and as frequently as is deemed necessary, Tenant shall make available to Landlord and EDA or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by any Lease associated with the EDA Funded Improvements and only matters relating to such Lease.

(d) Retention of Records. All records in the possession of Tenant pertaining to any Lease associated with the EDA Funded Improvements shall be retained for a period of three years after the expiration of the Lease or any extensions thereof. All records

shall be retained beyond the three-year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

Section IX.4 Property Insurance. Tenant, at its sole expense, shall maintain, at all times during the Term, property insurance, written on a special form basis or its equivalent, together with boiler and machinery insurance, in an amount not less than the full replacement value of the Premises and the property of Tenant located on or about the Premises. All property insurance and boiler and machinery insurance which may be carried by Tenant with respect to the Premises and the property of Tenant located on or about the Premises shall contain or be endorsed with a clause permitting waiver of rights of recovery prior to a loss and waiving all rights of subrogation against Landlord, so long as such a clause is commercially available. Notwithstanding anything to the contrary contained herein, Tenant and Landlord hereby waive all rights of recovery, claims and causes of action that either Party may have against the other Party (and its officers, directors, shareholders, partners, employees and agents) for damages that are actually covered by Tenant's or Landlord's property insurance and boiler and machinery insurance (or that would have been covered had Tenant Parties and Landlord maintained the insurance required under this Lease).

Section IX.5 Liability Insurance. Tenant at its sole expense, shall maintain or cause to be maintained, and shall cause the Tenant Parties to maintain, at all times during the Term, the following insurance policies and coverages:

(a) Wisconsin Workers' Compensation and Employers Liability & Disease with statutory limits of Workers' Compensation insurance.

(b) Commercial General Liability Insurance (including coverage for broad-form contractual liability, ongoing operations, completed operations, explosion, collapse and underground hazards) with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate covering bodily injury, property damage, personal injury, fire, legal, liquor and products and completed operations.

(c) Umbrella (Excess) liability insurance with umbrella liability in policy limits of not less than Two Million Dollars (\$2,000,000) in excess of those required for General Liability and Employer's Liability.

(d) When planning and undertaking any Alterations, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

(e) When planning and undertaking any Alterations, Environmental Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

(f) Notwithstanding the limits set forth in this Section 9.4, Landlord reserves the right to increase, in a commercially reasonable manner, the minimum limits set forth hereinabove upon thirty (30) days advance written notice to Tenant.

Section IX.6 Additional Insureds; Subrogation. Landlord and Tenant shall be named as an additional insured for the General Liability and Umbrella Liability insurance above. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Section IX.7 Builder's Risk Insurance. Tenant, at its sole expense, shall maintain or cause to be maintained, during any period in which any Alterations or other construction activity is occurring on or about the Premises, Builder's risk insurance in such commercially reasonable amounts as Landlord may reasonably require from time to time.

Section IX.8 General Requirements. Prior to the Effective Date, Tenant shall deliver to Landlord certificates of the insurance required under this Lease. All policies of insurance required to be maintained by Tenant hereunder shall be kept in full force and effect for the term of this Lease and be endorsed with a provision requiring the insurer to give Landlord not less than thirty (30) calendar days' written notice prior to any cancellation, non-renewal or material modification of policy provisions. All policies of insurance required to be maintained by Tenant under this Lease shall be issued by insurance companies approved by the State of Wisconsin, with a rating of at least "A" per Best's Key Rating Guide, and otherwise reasonably acceptable to Landlord. From time to time, but no more than once every five years during the Term, Landlord, acting in a commercially reasonable manner, may require that Tenant increase the limits of coverage set forth in any policies of insurance required of Tenant hereunder.

Section IX.9 Premiums. All premiums and charges for all of said insurance policies shall be paid by Tenant when due. If Tenant Parties shall fail and neglect to make any payment when due, Landlord may, but shall not be obligated to, make such payment or carry such policy, and the amount of any premium paid by Landlord shall be repaid by Tenant promptly on demand.

ARTICLE X ASSIGNMENT AND SUBLETTING

Section X.1 Sublease by Tenant. Tenant shall have the right to sublease the Premises.

Section X.2 Assignment by Landlord. Landlord may, without Tenant's consent, sell or assign all or part of its interest in the Premises, including its interest in this Lease, and Tenant shall attorn to any purchaser or assignee of Landlord's interest, provided such purchaser or assignee shall be bound by this Lease and shall assume Landlord's obligations hereunder from and after the effective date of such sale or assignment.

ARTICLE XI FINANCING

Section XI.1 Tenant's Financing. Tenant and shall have the right during the Term to subject Tenant's leasehold interest in the Premises to one or more mortgages, deeds of trust, assignments of lease, security agreements, or other methods of financing or refinancing (a "Mortgage"). Tenant shall promptly notify Landlord in writing of the name and address of any Mortgagee, and the name and telephone number of a contact person for such Mortgagee.

Section XI.2 Landlord's Financing. Landlord shall have the right to mortgage its fee title to the Leased Property, provided that any such mortgage shall be expressly subordinate to all of the rights and interests of Tenant Parties under this Lease and to the rights of any Mortgagee under this Article XI; it being expressly understood, however, that this shall not be deemed to mean that this is a so-called "subordinated ground lease," and neither Tenant nor its Mortgagees shall in any event have any lien upon or rights or interest in or to the fee title to any portion of the Leased Property or Landlord's interest in this Lease.

Section XI.3 Notice to Mortgagee. If Tenant shall be in default under this Lease, and the applicable grace period for cure by Tenant shall have expired, Landlord shall send a copy of the written notice of the default to Mortgagee at its address as provided in writing to Landlord by Tenant. Mortgagee shall have thirty (30) days after receipt of the written notice of the default from Landlord within which to cure or remove the default, and if the default cannot with diligence be cured within the thirty (30) day period, then Mortgagee shall have a reasonable time thereafter to effect such cure (not to exceed ninety (90) days), provided that Mortgagee has commenced to cure such default within the thirty (30) day period, and is actively, diligently and continuously proceeding in good faith to cure such default, and provided further that any delay in curing such default shall not result in a material adverse effect on the value of the Premises. Notwithstanding any other provision of this Lease, Landlord shall not have any right pursuant to this Lease or otherwise to terminate this Lease due to Tenant's default.

Section XI.4 Acceptance of Cure. Landlord will accept performance by Mortgagee of any covenant, agreement or obligation of Tenant contained in the Lease with the same effect as though performed by or on behalf of Tenant.

Section XI.5 New Lease. In the event of the rejection or disaffirmance of this Lease pursuant to any Debtor Relief Laws, Landlord will enter into a new lease (the "**New Lease**") of the Leased Property with any Mortgagee holding a lien that is a first and senior lien upon the leasehold estate of Tenant. The New Lease shall be identical to this Lease and be effective as of the date of rejection or disaffirmance of this Lease and shall be upon the same terms and provisions contained in this Lease provided that no additional Base Rent shall be payable provided that Tenant has previously paid the one-time Base Rent payment required under Section 3.1 above and shall have a term equal to the remaining portion of the Term hereof. In order to obtain a New Lease, Mortgagee must make a written request to Landlord for the New Lease within thirty (30) days after Mortgagee receives written notice from Landlord of the effective date of rejection or disaffirmance of this Lease, as the case may be, and following receipt of such request, Landlord shall deliver such New Lease to Mortgagee for review, and Landlord and Mortgagee shall thereafter work together in good faith to finalize and execute such New Lease. In addition, Mortgagee must, prior to the execution of the New Lease by Landlord and Mortgagee, cure all defaults under this Lease that are reasonably susceptible to cure by Mortgagee and pay to Landlord all Additional Rent and other sums that would have been due and payable by Tenant under this Lease, if any, but for the rejection, disaffirmance or termination. Mortgagee's rights under this Section 11.5 are in addition to, and not limited by, Mortgagee's right to cure under Section 11.3.

Section XI.6 Delay for Foreclosure. If Landlord has given Mortgagee notice of Tenant's default under Section 11.3 and Mortgagee desires to cure Tenant's default but is unable to do so while Tenant is in possession of the Leased Property, or during the period of time that Mortgagee's proceedings are stayed by reason of Tenant being subject to any Debtor Relief Laws, then Mortgagee shall have the right to postpone the specified date for effecting a cure of this Lease or obtaining a New Lease for a period reasonably sufficient to enable Mortgagee or its designee to acquire Tenant's interest in this Lease by foreclosure of its Mortgage or otherwise, as long as (i) Mortgagee pays Landlord the Additional Rent and other sums due under this Lease, if any, during the postponement, (ii) during the postponement, all other obligations of Tenant under this Lease shall be duly performed, to the extent that Mortgagee can do so, and (iii) Mortgagee is actively, diligently and continuously proceeding in good faith to obtain an appropriate release from any applicable court order or restraint and, upon such release, Mortgagee promptly commences and actively, diligently and continuously proceeding in good faith to complete all steps and proceedings necessary for the consummation of such foreclosure or transfer in lieu of foreclosure. Mortgagee shall exercise the right to extend the cure period or the date for obtaining a New Lease by giving Landlord written notice prior to the last date that Mortgagee would otherwise be entitled to elect a cure or obtain a New Lease and by tendering to Landlord any Additional Rent and other charges then in default.

Section XI.7 No Surrender; Failure of Mortgagee to Comply. If Landlord has received written notice of the name, address and the name and telephone number of a contact person for a Mortgagee of any Mortgage as provided in Section 11.1, Landlord will not accept a voluntary surrender of this Lease without the prior written consent of such Mortgagee, which consent shall not be unreasonably withheld.

Section XI.8 Nonliability for Covenants. The provisions of this Article XI are for the benefit of a Mortgagee and may be relied upon and shall be enforceable by a Mortgagee. Neither a Mortgagee nor any other holder or owner of the indebtedness secured by a Mortgage or otherwise shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, unless and until Mortgagee or that holder or owner acquires the interest of Tenant.

Section XI.9 Certain Conditions; Rights of Landlord. Notwithstanding anything contained herein to the contrary, any Mortgage executed by Tenant shall be subject to each and all of the covenants, conditions, restrictions and provisions set forth in this Lease and the Master Declaration, and to all rights of Landlord hereunder and thereunder, except as herein otherwise expressly provided.

Section XI.10 No Subordination of Fee. This Lease is an unsubordinated ground lease. Nothing contained in this Lease shall be or ever will be construed as a subordination of Landlord's fee interest in the Leased Property or its reversionary interest in the Improvements to any Mortgage.

ARTICLE XII CASUALTY

Section XII.1 Damage or Destruction. If the Improvements are damaged or destroyed by fire or other casualty during the Term, Tenant shall (i) promptly give written notice of such damage or destruction to Landlord, and (ii) at its own cost and expense, promptly and diligently repair, restore and replace the Improvements substantially in compliance with the original plans therefor or in compliance with such modified plans as shall be approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall commence such work of repair, restoration or replacement to the Improvements within sixty (60) days after the receipt of insurance proceeds, and shall thereafter diligently pursue such repair, restoration or replacement to its completion. The parties agree to coordinate all demolition, debris removal, disposal, access, staging, construction and other related items, to the extent reasonably possible, so the same does not materially interfere with the use and enjoyment of the Premises, provided that such coordination shall not prevent Tenant from fulfilling its obligations hereunder. Tenant shall abide by and cause the contractors and suppliers to abide by such reasonable rules and procedures as Landlord may deem necessary to minimize noise, traffic, fumes, vibration or other construction related disruptions. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs, restoration and replacement. Notwithstanding the foregoing, Tenant's obligation to repair, restore or replace the Improvements shall be limited to the amount of the insurance proceeds received by Tenant in connection with such casualty.

ARTICLE XIII CONDEMNATION

Section XIII.1 Notice. The Party receiving or otherwise becoming aware of one or more of the following notices shall promptly notify the other Party and Tenant's Mortgagee of the receipt, content and date of such notice: (i) Notice of Intended Taking; (ii) service of any legal process relating to condemnation of the Premises; (iii) notice in connection with any proceedings or negotiations with respect to such condemnation; or (iv) notice of intent or willingness to make or negotiate a private purchase in lieu of condemnation or a sale or transfer in lieu of condemnation.

Section XIII.2 Representation. Landlord and Tenant shall each have the right to represent its respective interest in each condemnation proceeding or negotiation and to make full proof of claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of Landlord and Tenant. Landlord and Tenant shall each execute and deliver to the other Party any instruments that may be reasonably required to effect or facilitate the provisions of this Lease relating to condemnation.

Section XIII.3 Total or Substantial Taking. On a Total Taking, this Lease shall terminate on the date of such Total Taking. On a Substantial Taking, this Lease shall terminate on the date of such Substantial Taking. If a Taking is not a Total Taking, Tenant shall elect to treat such Taking as a Substantial Taking or a Partial Taking by notice to Landlord within ninety (90) days after Tenant receives or becomes aware of the applicable Notice of Intended Taking. If Tenant elects to treat the Taking as a Partial Taking, or fails to deliver any notice, the Taking shall be deemed a Partial Taking. In the event of a Total Taking or a Substantial Taking, Tenant may continue to occupy the Premises until the condemning authority takes physical possession

thereof. Notwithstanding the foregoing, in the event of a Substantial Taking, Tenant may elect to deliver possession of the Premises to Landlord prior to the date the condemning authority takes physical possession thereof. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the date of Taking. Tenant's right to apportionment of or compensation from the Award, if any, shall then accrue as of the date of Taking.

Section XIII.4 Partial Taking. On a Partial Taking, this Lease shall remain in full force and effect covering the remainder of the Premises. Promptly after a Partial Taking, Tenant, at its sole expense, shall repair, alter, modify or reconstruct the Improvements in accordance with the terms of this Lease, so as to make the Improvements reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Leased Property is leased; provided, that if the reasonably estimated cost of the work represents more than fifty percent (50%) of the fair market value of the Improvements before the Taking, Tenant may elect to treat the Taking as a Substantial Taking. If Tenant does not repair, alter, modify or reconstruct the Improvements in accordance with the terms of this Lease, the cost thereof shall be deducted from Tenant's share of the Award and paid to Landlord.

Section XIII.5 Allocation of Award. Any Award shall be allocated to Landlord, except any portion thereof allocated to Tenant's personal property, fixtures, relocation benefits, or the value of Improvements.

Section XIII.6 Temporary Takings. In the event of any Taking of the temporary use of all or any part or parts of the Premises for a period of less than three hundred sixty-five (365) days and such period does not extend beyond the expiration date of the Term, neither the Term nor the Rent shall be reduced or affected in any way. If, as a result of the Taking for temporary use, Tenant is required to make expenditures for repairs, alterations, modifications or reconstruction of the Improvements to make them economically viable and practical as a whole, Tenant shall receive, hold and disburse its share of any Award in trust for such work. At the completion of the work and the discharge of the Premises from all liens and claims, Tenant shall be entitled to any surplus and shall be liable for any deficit. If any such Taking is for a period of more than three hundred sixty-five (365) days or extends beyond the expiration date of the Term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

Section XIII.7 Waiver. The rights of Landlord and Tenant regarding any Taking shall be as set forth in this Article XIII, and each Party hereby waives the provisions of any present or future law allowing either Party to petition any court to terminate this Lease.

ARTICLE XIV

WAIVER. DEFAULT; CERTAIN RIGHTS AND REMEDIES

Section XIV.1 Default. The occurrence of any one or more of the following events shall constitute a default by Tenant and a breach of this Lease: (i) a failure by Tenant to make any payment of Additional Rent or other sum herein required to be paid by Tenant Parties which continues unremedied for a period of thirty (30) days after written notice thereof is given to

Tenant by Landlord; (ii) failure by Tenant to perform and observe, or a violation or breach of, any other provision in this Lease and such default shall continue for a period of ninety (90) days after written notice thereof is given by Landlord to Tenant, or if such default is of such a nature that it cannot reasonably be cured within such period of ninety (90) days, such period shall be extended for such longer time as is reasonably necessary, provided that Tenant has commenced to cure such default within said period of ninety (90) days, and is actively, diligently and in good faith proceeding with continuity to remedy such default.

Section XIV.2 Landlord's Right to Cure Tenant's Default. After expiration of the applicable time for curing any default by Tenant hereunder (including any applicable Mortgagee notice and cure period), or before the expiration of such cure period in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Lease, and any amount so paid and the reasonable cost of any such cure shall be deemed to be Additional Rent immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Premises for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

Section XIV.3 Landlord's Remedies. If any default by Tenant shall continue uncured after notice of default and beyond the cure period permitted by this Lease (including any extended notice and cure period for Tenant's Mortgagee), Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

(a) Landlord may, in its sole and absolute discretion, enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord for all reasonable costs and expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease as Additional Rent.

(b) Landlord may, in its sole and absolute discretion, take whatever action at law or in equity may be necessary or desirable to collect any amounts then due and thereafter to become due hereunder, or to enforce performance and observance of any obligation, agreement or covenant of Tenant.

(c) Landlord may, in its sole and absolute discretion, upon written notice to Tenant and Tenant's Mortgagee, enter upon and take possession of the Premises, without terminating this Lease, and expel or remove Tenant and any other Person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim for damages therefor, and relet the Premises and receive the rent therefor; and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting together with all costs incurred by Landlord in reletting the Premises, including, without limitation, rent and other concessions, brokerage commissions, advertising expenses, and attorneys' fees and any other reasonable costs incurred by Landlord in connection therewith. In the event Landlord is successful in reletting the Premises at a rental in excess of that agreed to be paid by Tenant pursuant to the terms of this Lease, the Parties agree that Tenant shall not be entitled, under any

circumstances, to such excess rental, and Tenant does hereby specifically waive any claim to such excess rental.

(d) Landlord may, in its sole and absolute discretion, use Tenant's personal property without compensation and without liability for use or damage, or store such personal property for the account and at the cost of Tenant. The election of one remedy for any one item of Tenant's personal property shall not foreclose an election of any other remedy for another item of Tenant's personal property or for the same item at a later time.

Section XIV.4 No Waiver. Forbearance by Landlord to enforce one or more of the remedies herein provided upon a default by Tenant shall not be deemed or construed to constitute a waiver of Landlord's right to enforce any such remedies with respect to any subsequent default. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except as by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to other then existing or subsequent breach thereof.

Section XIV.5 Right to Contest. No provision of this Article XIV shall limit or affect in any way affect Tenant's right to contest any Imposition under Section 6.3 above.

ARTICLE XV NON-LIABILITY OF LANDLORD

Section XV.1 Landlord's Non-Liability. Except as specifically set forth in this Lease as Landlord's obligation, Landlord shall not be liable for any loss, damage, injury (including death), liability, cost, expense, claim, demand or cause of action of any kind or character to any Person or property arising from, related to or caused by (i) any use of the Premises or any part thereof by Tenant or any third parties, (ii) any defect in the design, construction of or material in the Improvements, (iii) any defect of soils or in the preparation of soils or in the design and accomplishment of grading, (iv) the presence or existence of any Hazardous Substances in, on or around the Premises caused by Tenant, (v) any negligent act or omission of Tenant, any subtenant or of any of their agents, representatives, contractors, employees, servants, customers, licensees or invitees, (vi) any accident on the Premises or any fire or other casualty thereon, (vii) Tenant's failure to maintain the Premises in safe condition, (viii) any accident off the Premises caused by negligent acts or occurrences on the Premises, or (ix) the breach by Tenant of any of its obligations under this Lease. Tenant, as a material part of the consideration of this Lease, waives on its behalf all claims and demands against Landlord for any such claims.

Section XV.2 Indemnification by Tenant and Landlord. Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord and its Affiliates, and their respective owners, officers, directors, employees and agents (collectively, the "Landlord Indemnified")

Parties”), harmless from any and all liability, loss, damage, cost, expense, claim, demand or cause of action of any kind or character (collectively, “**Claims**”), including court costs and reasonable attorneys’ fees, arising from or out of (i) any occurrence in, upon, at or about the Premises during the Term; (ii) the operation, occupancy, use, subleasing, construction upon or maintenance of the Premises by Tenant or any of the Tenant Parties; (iii) any act, omission, negligence or misconduct by Tenant or any of the Tenant Parties; and (iv) any breach by Tenant of this Lease. Landlord shall notify Tenant within a reasonable length of time after discovery of any Claim. Tenant, at Tenant’s expense, shall defend Landlord against any such Claim and shall engage counsel satisfactory to Landlord to prosecute Landlord’s defense of such Claim. If Tenant fails or refuses to defend Landlord or engage counsel satisfactory to Landlord within ten (10) days after Tenant’s receipt of notice of any Claim, Landlord may defend such claim and seek to recover its attorneys’ fees, costs, expenses and damages from Tenant as Additional Rent. This Section 15.2 shall not apply to any Claim resulting from the gross negligence or willful misconduct of Landlord. The obligations of Tenant under this Section 15.2 shall survive any termination of this Lease.

Landlord shall indemnify, defend (by counsel acceptable to Tenant) and hold Tenant and its Affiliates, subtenants and their respective owners, officers, directors, employees and agents (collectively, the “**Tenant Indemnified Parties**”), harmless from any and all Claims, including court costs and reasonable attorneys’ fees, arising from or out of (i) any act, omission, negligence or misconduct by Landlord or any of the Landlord Parties; and (ii) any breach by Landlord of this Lease. Tenant shall notify Landlord within a reasonable length of time after discovery of any Claim. Landlord, at Landlord’s expense, shall defend Tenant against any such Claim and shall engage counsel satisfactory to Tenant to prosecute Tenant’s defense of such Claim. If Landlord fails or refuses to defend Tenant or engage counsel satisfactory to Tenant within ten (10) days after Landlord’s receipt of notice of any Claim, Tenant may defend such claim and seek to recover its attorneys’ fees, costs, expenses and damages from Landlord. This Section 15.2 shall not apply to any Claim resulting from the gross negligence or willful misconduct of Tenant. Nothing contained in this Agreement is intended to be a waiver or estoppel by the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.48 and 345.05. To the extent that indemnification is available and enforceable against the City, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipalities established by Wisconsin law. The obligations of Landlord under this Section 15.2 shall survive any termination of this Lease and shall extend to any subtenants, which are intended third party beneficiaries hereof.

ARTICLE XVI ENVIRONMENTAL MATTERS

Section XVI.1 No Use of Hazardous Substances. Neither Party nor any of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, concessionaires, invitees or other occupants of the Premises (each, as applicable, a “**Tenant Party**” or a “**Landlord Party**”) shall use, generate, manufacture, refine, produce, process, store or dispose of any Hazardous Substances in, on, under or about the Premises or transport any Hazardous Substances to, from or across the Premises, except in compliance with all Applicable

Laws. The Tenant Parties and Landlord Parties shall, at their own expense, procure, maintain in effect and comply with all conditions of all Applicable Laws and all permits, licenses and other governmental and regulatory approvals required for the storage or use by such Tenant Party or Landlord Party of Hazardous Substances in, on, under or about the Premises, including discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises.

Section XVI.2 Existing Environmental Conditions. Landlord shall indemnify, defend (by counsel acceptable to Tenant), protect, and hold Tenant, and any Mortgagee of Tenant harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) resulting from, arising from or caused in whole or in part, directly or indirectly, by any of the existing environmental conditions at or prior to the Effective Date ("**Existing Environmental Conditions**"), including, without limitation, with respect to all conditions and obligations related to the ongoing site-wide remediation of the former Kenosha Engine Plant, identified by the Wisconsin Department of Natural Resources ("**WDNR**") as BRRTS# 02-30-000327 FID 230004500 (the "**Kenosha Engine Plant Remediation Action**"). Landlord shall be responsible for any remediation and monitoring obligations in connection with the Kenosha Engine Plant Remediation Action, provided that Tenant will cooperate with Landlord and WDNR as necessary in order to permit Landlord to fulfill such obligations. Tenant shall, during construction of the Improvements, comply or cause compliance with the soil management plan associated with the Kenosha Engine Plant Remediation Action. Landlord shall reasonably consider a request for contribution to any site development costs arising as a result of the Kenosha Engine Plant Remediation Action, including compliance with the soil management plan, and shall otherwise retain possession, control and responsibility for any Existing Environmental Conditions.

Section XVI.3 Remediation of Hazardous Substances/Indemnification. If Tenant or any of the Tenant Parties causes any contamination of the Premises by introducing Hazardous Substances to the Premises or violating any existing obligation identified in the Kenosha Engine Plant Remediation Action at any time after the Effective Date (collectively, "**Tenant Responsible Contamination**"), then Tenant, at its sole cost and expense, shall promptly and diligently remove or otherwise remediate such Tenant Responsible Contamination in accordance with Applicable Laws, and shall indemnify, defend (by counsel acceptable to Landlord), protect, and hold Landlord harmless from and against all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including reasonable attorneys' fees and costs through litigation and all appeals) arising from or caused in whole or in part, directly or indirectly, by any of the Tenant Responsible Contamination.

Section XVI.4 Notice of Hazardous Substances. Each Party shall immediately notify the other Party and Tenant's Mortgagee in writing of (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Premises pursuant to any Applicable Laws related to Hazardous Substances of which such Party becomes aware; (ii) any claim made or threatened by any Person against either Party or the Premises relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances on or about the Premises of which

such Party becomes aware; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Substances in or removed from the Premises, including any complaints, notices, warnings or asserted violations in connection therewith, all on receipt by either Party of knowledge of any of the foregoing matters. Each Party shall also supply to the other Party, as promptly as possible, and in any event within five (5) business days after such Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use thereof.

ARTICLE XVII MISCELLANEOUS

Section XVII.1 Surrender of Premises. Except as herein otherwise expressly provided in this Lease, Tenant shall surrender and deliver up the Premises to Landlord at the expiration or other termination of this Lease or of Tenant's right to possession hereunder, without delay, in good order, condition and repair but subject to reasonable wear and tear, free and clear of all liens and encumbrances other than the Permitted Encumbrances, and without any payment or allowance whatsoever by Landlord on account of the Improvements. The Improvements shall become the property of Landlord upon such expiration or termination without further conveyance documents required; provided, Tenant shall execute a quit claim deed conveying the same to Landlord upon request. Tenant shall remove its personal property (but not fixtures) from the Improvements prior the expiration of the Term, and Tenant shall repair all damage to the Premises resulting from the removal of such personal property. Any personal property or fixtures of Tenant which shall remain on or about the Premises after Tenant has surrendered possession of the Premises shall be deemed to have been abandoned by Tenant, and at the option of Landlord and in addition to its other rights and remedies, such property: (i) may be retained by Landlord as its property; (ii) may be disposed of by Landlord in such manner as Landlord shall determine, without accountability to any Tenant or any other Person; or (iii) may be promptly removed by Landlord at Tenant's expense. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant. The terms of this Section 17.1 shall survive any termination of this Lease.

Section XVII.2 Tenant's Right to Quiet Enjoyment. So long as Tenant has paid all Rent and is not in default under this Lease, Tenant shall hold and enjoy the Leased Property during the Term without interference by anyone claiming by, through or under Landlord, subject, however, to the exceptions, reservations and conditions of this Lease and the Permitted Encumbrances.

Section XVII.3 Entry and Inspection. Tenant shall permit Landlord and its authorized representatives to enter the Premises at reasonable times, upon at least forty eight (48) hours' written notice (or without advance notice in case of emergency) for the purpose of (i) inspecting the same, and (ii) making any repairs, maintenance or replacements or performing any work that is Tenant's responsibility under this Lease and that Tenant has not been cured following any applicable cure period, as set forth in Section 14.2. Nothing herein shall imply any duty upon the part of Landlord to perform any such repairs, maintenance, replacements or work, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. During the progress of any work on or about the Premises being

performed by Landlord pursuant to the provisions of this Section 17.3, Landlord may keep and store therein all necessary materials, tools, supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of the performance of such repairs, maintenance, replacements or work, or on account of bringing materials, tools, supplies and equipment on or about the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby, provided that Landlord shall, in exercising its rights under this Section 17.3, make all commercially reasonable efforts to avoid interfering with the occupancy and use of the Premises by Tenant.

Section XVII.4 Estoppel Certificates. Landlord and Tenant shall, at any time and from time to time upon not less than ten (10) business days prior written request by the other Party, execute, acknowledge, and deliver to the other Party a statement in writing certifying that (i) this Lease is unmodified and in full force and effect (or if there have been any modifications, that the same is in full force and effect as modified and stating the modifications), and (ii) to the knowledge of such Party, no default exists hereunder on the part of the Party providing the Estoppel Certificate or the other Party (except that if the certifying Party has knowledge of any such default, the certifying Party shall specify such default), it being intended that any such statement delivered pursuant to this Section 17.4 may be relied upon by any prospective purchaser or encumbrancer (including assignees) of the this Lease, the leasehold estate created thereby or the fee estate in and to the Premises, or any portion thereof.

Section XVII.5 Release. If requested by Landlord, Tenant shall, upon termination of this Lease, execute and deliver to Landlord an appropriate release, in form proper for recording, of all Tenant's interest in the Premises.

Section XVII.6 Non-Merger. There shall be no merger of this Lease, or the leasehold estate created hereby, with the fee estate in and to the Leased Property by reason of the fact that this Lease, the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any Person who shall own the fee estate in and to the Leased Property, or any portion thereof, and no such merger shall occur unless and until all Persons at the time having any interest in the fee estate and all Persons having any interest in this Lease, the leasehold estate including the holder of any mortgage upon the fee estate in and to the Leased Property, shall join in a written instrument effecting such merger.

Section XVII.7 Holdover. If Tenant, with Landlord's consent, remains in possession of the Premises or any part of it after the expiration of the Term, such occupancy shall be a tenancy from month-to-month subject to all provisions of this Lease pertaining to Tenant's obligations, provided that under no circumstances shall Tenant be obligated to pay any additional Base Rent in connection with any such holdover. If Tenant fails to surrender the Premises on expiration of this Lease despite Landlord's demand to do so, Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold Landlord harmless from all loss or liability, including any claims made by any succeeding lessee, based on or resulting from Tenant's failure to surrender the Premises, and Landlord shall be entitled to the benefit of all laws respecting summary recovery of possession.

Section XVII.8 Notices. All notices, consents, approvals and other communications (collectively, “**Notices**”) that may be or are required to be given by either Landlord or Tenant under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth below, as the same is modified in accordance herewith:

If to Landlord: City of Kenosha
625 52nd Street, Room 105
Kenosha, WI 53140
Attn: City Clerk
Email: cityclerk@kenosha.org

With a copy to:

Office of the City Attorney
City of Kenosha, Wisconsin
625 52nd Street, Room 201
Kenosha, WI 53140
Attn: City Attorney
Email: webcityattorney@kenosha.org

If to Tenant: KIN Innovation Redevelopment Corporation
Kenosha City Hall
625 52nd Street
Kenosha, WI 53140
Attn: Board President
Email: bcater@kenosha.org

With a copy to: Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Attn: Bruce A. Keyes
Email: bkeyes@foley.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand delivery, on the date of delivery; (ii) one (1) business day after delivery to a commercial overnight delivery service, (iii) if sent by United States mail (as registered or certified mail), five (5) days after the date of deposit; or (iv) on the date sent by email, provided said notice is also sent by one of the other methods within one business day thereafter. The refusal to accept delivery shall constitute acceptance.

Section XVII.9 Successors and Assigns. The word “Landlord” as used in this Lease shall extend to and include any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Leased

Property, and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of and are binding upon Landlord shall also inure to the benefit of and shall be, jointly and severally, binding upon the successors, assigns, and grantees of Landlord, and each of them, and any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Landlord in the Leased Property hereby demised. The word "Tenant" as used in this Lease shall extend to and include any and all Persons who at any time or from time to time during the term of this Lease shall succeed to the interest and estate of Tenant hereunder, and all of the covenants, agreements, conditions, and stipulations herein contained which inure to the benefit of or are binding upon Tenant shall also inure to the benefit of and be jointly and severally binding upon the successors, assigns, or other representatives of Tenant, and of all Persons who shall at any time or from time to time during the term of this Lease succeed to the interest and estate of Tenant hereby created in the Leased Property. This Section 17.9 shall not be construed as a consent to any sale, assignment, transfer or other disposition made otherwise than as expressly permitted by this Lease.

Section XVII.10 Modifications. This Lease may be modified only by written agreement signed by Landlord and Tenant and consented to in writing by Tenant's Mortgagee.

Section XVII.11 Captions and Headings. The captions and headings in this Lease are for convenience only, are not a part of this Lease, do not in any way limit or amplify the terms and provisions hereof, and are not to be considered in the construction of the provisions of this Lease.

Section XVII.12 No Joint Venture. The relationship between Landlord and Tenant at all times shall remain solely that of Landlord and Tenant and shall not be deemed a partnership or joint venture.

Section XVII.13 Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term or provision to any Person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be in force to the fullest extent permitted by law.

Section XVII.14 Governing Law; Venue. This Lease is being executed and delivered, and is intended to be performed, and shall be governed, interpreted, construed, and enforced under the laws of the State, without regard to its conflict of laws. In the event that either party brings any action against the other under this Lease, the parties agree that venue for such action shall be in state court of Kenosha County or, if required, in the United States District Court for the Eastern District of Wisconsin.

Section XVII.15 Entire Agreement. This Lease contains the entire agreement between Landlord and Tenant relating to the subject matter of this Lease and supersedes all prior agreements and understandings with respect thereto. The Parties are executing this Ground Lease Agreement voluntarily and without any duress or undue influence. The Parties have carefully read this Ground Lease Agreement and have asked any questions needed to understand

its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The Parties have sought the advice of an attorney of their respective choice if so desired prior to signing this Ground Lease Agreement.

Section XVII.16 Multiple Counterparts. This Lease may be executed in a number of identical counterparts, each of which constitutes an original and all of which constitute, collectively, one agreement; provided, however, that in making proof of this Lease, it shall not be necessary for any Party hereto to produce or account for more than one such counterpart. Counterpart signature pages to this Lease may be delivered by facsimile or electronic delivery and each such counterpart signature page shall constitute an original for all purposes.

Section XVII.17 Time of Essence. Time is of the essence with respect to all provisions of this Lease.

Section XVII.18 Memorandum of Lease. The parties shall enter into a memorandum of this Lease in substantially the form attached hereto as **Exhibit C**. In the event of any discrepancy between the provisions of said recorded Memorandum of this Lease and the provisions of this Lease, the provisions of this Lease shall prevail. Tenant agrees to pay when due and payable any and all charges, recording costs and taxes required in connection with the recordation of such memorandum of this Lease.

Section XVII.19 Attorneys' Fees. If any litigation ensues with respect to the rights, duties, or obligations of the Parties under this Lease, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses, and reasonable attorney's fees incurred by the prevailing Party in enforcing or interpreting this Lease. The term "prevailing Party," as used herein, shall include, without limitation, the Party obtaining greater relief when compared against the other Party, whether by compromise, settlement or judgment.

Section XVII.20 Construction of Lease. The terms and provisions of this Lease represent the results of negotiations between the Parties, each of which has been represented by legal counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties hereby expressly waive and disclaim in connection with the interpretation and construction of this Lease any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Lease shall be interpreted or construed against the Party whose attorney prepared this Lease or any earlier draft of this Lease.

Section XVII.21 Business Day Deadlines. If any date for the performance of any obligation by Landlord or Tenant or for the delivery of any instrument or notice falls on a Saturday, Sunday, or legal holiday, then compliance with such obligation or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

Section XVII.22 Waiver. Failure by either Party to enforce any of the provisions of this Lease for any length of time shall not be deemed a waiver of its rights set forth in this Lease.

Such a waiver may be made only by an instrument in writing signed by the Party sought to be charged with the waiver.

Section XVII.23 Authority. The execution and performance of this Lease by each Party is authorized by all applicable laws, regulations, and necessary action of each Party's governing entity, and this Lease constitutes the valid and binding obligation of each Party, enforceable in accordance with its terms.

Section XVII.24 Commission. Landlord and Tenant represent and warrant to the other that they have not engaged, employed, or dealt with any broker, agent or finder in connection with this Lease.

Section XVII.25 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

Section XVII.26 Remedies. Each Party to this Lease shall be liable to the other Party hereto only for actual direct damages to such other Party and in no event shall either Party be liable for any special, consequential or punitive damages.

Section XVII.27 Non-Recourse to Landlord. The liability of Landlord to Tenant for any default by Landlord under this Lease or any other ancillary agreement or Landlord's ownership or operation of the Leased Property shall be limited to the interest of Landlord in the Leased Property and the rent paid to Landlord under this Lease. Tenant agrees to look solely to Landlord's interest in the Leased Property and the rent paid to Landlord under this Lease for the recovery of any judgment against Landlord, and Landlord shall not be personally liable for any such judgment. The limitation of liability set forth in the preceding sentences shall apply equally and inure to the benefit of Landlord's present and future owners, officers and directors, and their respective successors and assigns.

Section XVII.28 Incorporation of Exhibits. All materials attached to this Lease as exhibits are incorporated by reference as a part of this Lease for all purposes as if set forth verbatim in the text of this Lease.

Section XVII.29 Force Majeure. Neither Landlord nor Tenant shall be considered in default in its obligations to be performed hereunder if delay in the performance of such obligations is due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, failure or delay of the other party in the performance of its obligations hereunder, changes in the plans ordered by

governmental authority or Landlord, unreasonable delay caused by governmental authority, fires, floods, unusually severe weather, epidemics, pandemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes ("**Force Majeure Delay**"), in each case which has the effect of making it impossible (as distinguished from impracticable) for Landlord or Tenant, as the case may be, to perform its obligations hereunder. Nothing in this Section 17.29 shall excuse, extend or abate Tenant's obligation to pay the Base Rent, Additional Rent and other sums due hereunder. It is the purpose and intent of this Section 17.29 that in the event of a Force Majeure Delay, the time or times for performance of such obligations shall be extended for the period of the Force Majeure Delay; provided, however, that the party seeking the benefit of the provisions of this Section 17.29 shall promptly and diligently pursue resolution of the causes of delay and within twenty (20) days after the beginning of such Force Majeure Delay, notify the other party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within twenty (20) days after the end of the delay, notify the other party in writing of the duration of the delay.

(Remainder of page left intentionally blank; signatures follow on next page)

IN WITNESS WHEREOF, each of the Parties hereto has caused this Lease to be executed by a duly authorized officer thereof as of the day and date first above written.

LANDLORD:

CITY OF KENOSHA, WISCONSIN,
a municipal corporation

By: _____
John M. Antaramian, Mayor

By: _____
Michelle L. Nelson
City Clerk/Treasurer

TENANT:

KIN INNOVATION REDEVELOPMENT
CORPORATION,
a Wisconsin corporation

By: _____
Brian Cater, P.E., President

EXHIBIT A

Leased Property Legal Description

[INSERT]

Parcel No. 09-222-36-479-025

Exhibit A - 33

4871-5998-5824.4

EXHIBIT B
EDA Funded Improvements

Exhibit C - 34

4871-5998-5824.4

EXHIBIT C
Memorandum of Lease

See attached.

Exhibit C - 35

4871-5998-5824.4

Document Number

WITNESSETH:

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

NOW, THEREFORE, this Memorandum is hereby executed for the purpose of recording in the office of the Register of Deeds for Kenosha County, Wisconsin, in order to give public record notice of the Lease and all rights granted to Tenant therein relating to the Premises. The provisions of this Memorandum do not in any way change or affect the terms, covenants and conditions of the Lease, all of which terms, covenants and conditions shall remain in full force and effect.

[Signature page follows]

NOTARY PUBLIC, State of _____
My Commission is/expires _____

NOTARY PUBLIC, State of _____
My Commission is/expires _____

EXHIBIT A

Legal Description of the Property

[INSERT]

Parcel No. 09-222-36-479-025

Exhibit C - 40

4871-5998-5824.4

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

FROM: *Jmc* Timothy M. Casey, Director City Development

RE: **Resolution by the Mayor – Master Lease with KIN Innovation Redevelopment Corporation and other Documents Related to the NMTC Financing of the Innovation Center.**

DATE: March 1, 2024

The Resolution would:

- a) Allow the Mayor to execute a series of documents referenced in the Resolution and to make corrections that are consistent with the terms of the documents. These documents are required in order to receive New Market Tax Credits to benefit the Innovation Center.
 - b) Authorize the City to transfer up to \$12,000,000 of the State of Wisconsin Neighborhood Investment Grant to KIN to pay a portion of the costs for constructing the Innovation Center.
 - c) Authorize the use of TID 19 revenues or the State Grant to pay a portion of the cost of constructing the Innovation Center up to \$7,500,000 and to pay the City's obligation under the Maser Lease up to \$875,000.
- This Resolution requires approval by 2/3 vote of those present to pass.

RECOMMENDATION

Recommendation is to approve the attached Resolution.

TC:llb
Attachment

RESOLUTION # ____

BY: THE MAYOR

TO APPROVE MASTER LEASE WITH KIN INNOVATION REDEVELOPMENT CORPORATION AND OTHER DOCUMENTS RELATED TO THE NMTC FINANCING OF THE INNOVATION CENTER

WHEREAS, in April 2022, the Common Council of the City of Kenosha, Kenosha County, Wisconsin (the "City") and its Plan Commission approved the Innovation Center as part of the Master Plan for the Kenosha Innovation Neighborhood; and,

WHEREAS, the Kenosha Innovation Neighborhood is located within the City's Tax Incremental District No. 19 ("TID 19"), which, when creating TID 19, the Common Council found that more than 50 percent, by area, of the real property within TID 19 was blighted; and,

WHEREAS, Kenosha Innovation Neighborhood, Inc. ("KIN") was created as a non-profit corporation to assist the City with its redevelopment efforts in the Kenosha Innovation Neighborhood pursuant to a Cooperation and Development Agreement dated January 9, 2023 between KIN and the City; and,

WHEREAS, in December 2023, the Common Council approved a contract for the construction of the Innovation Center and the financing of such contract with a State of Wisconsin Neighborhood Investment Fund Grant (the "State Grant"), New Market Tax Credit equity and revenues from TID 19; and,

WHEREAS, pursuant to Sections 66.1301 – 66.1329, Wis. Stats., (the "Urban Redevelopment Law"), KIN Innovation Redevelopment Corporation ("KIRC") has been created as a redevelopment corporation and the City Plan Commission and Common Council have previously authorized a Development Plan for the purpose of granting authority to KIRC to construct and operate the Innovation Center pursuant to the Development Plan and the Urban Redevelopment Law; and,

WHEREAS, KIRC was formed to raise approximately \$2,800,000 of private investment and capital through a New Market Tax Credit transaction (the "NMTC Equity") to pay a portion of the cost of constructing the Innovation Center; and,

WHEREAS, in order to receive the NMTC Equity, the City must enter into the following documents which shall be referred to herein collectively as the "NMTC Documents":

- (a) Master Lease between the City and KIRC pursuant to which the City leases the Innovation Center from KIRC at a total cost of approximately \$875,000 to be paid from revenues from TID 19 and/or the State Grant;
- (b) Option to Lease Agreement between the City and KIN pursuant to which the City grants KIN an exclusive and irrevocable option to lease all or a portion of the Innovation Center

from the City (KIN will waive any rights under its January 2023 option agreement with respect to the Innovation Center);

- (c) Completion Guaranty from the City to and for the benefit of FIRE Subsidiary CDE 42, LLC ("FIRE" which is the provider of the New Market Tax Credits) pursuant to which the City guarantees KIRC's obligation to complete the construction of the Innovation Center including the payment of all project costs;
- (d) QALICB Indemnification Agreement by KIN, KIRC and the City for the benefit of Capital One (the provider of the NMTC Equity), pursuant to which the City guarantees that Capital One will receive its tax credits or the City will reimburse Capital One (the maximum potential cost to the City is \$6,435,000 if the New Market Tax Credit transaction fails);
- (e) Indemnity Agreement on Hazardous Materials and Handicapped Access by the City and KIN for the benefit of FIRE pursuant to which the City agrees to indemnify FIRE from any damages or claims arising from hazardous materials on the property or alleged violations of environmental or handicapped access laws;
- (f) Assignment of Rents and Leases by KIRC for the benefit of FIRE pursuant to which the City consents to KIRC assigning the rent from the Master Lease to FIRE;
- (g) Assignment and Assumption of Contracts between the City and KIRC pursuant to which the City assigns its contracts with Eppstein Uhen Architects, Inc. and Miron Construction Co., Inc. in connection with the Innovation Center to KIRC; and
- (h) Loan and Security Agreement by and among KIN, FIRE and the City pursuant to which the City guarantees KIN's obligations under the New Market Tax Credit transaction.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kenosha, Wisconsin that the terms and covenants provided for in the NMTC Documents are hereby approved. The Mayor and the City Clerk-Treasurer are hereby authorized and directed to execute and deliver the NMTC Documents in substantially the form enumerated herein with such insertions, deletions or corrections as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such corrections. The Mayor and City Clerk-Treasurer are hereby authorized and directed to execute and deliver any and all additional documents, certificates or acknowledgements as be necessary or desirable to effectuate the closing of the New Market Tax Credit transaction.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, approves and authorizes the City to transfer up to \$12,000,000 of the State Grant to KIN to pay a portion of the cost of constructing the Innovation Center and further authorizes the Mayor and City Clerk-Treasurer, if necessary to effectuate the closing of the New Market Tax Credit transaction, to enter into and deliver an agreement with KIN to document the transfer of the State Grant.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, approves and authorizes the use of TID 19 revenues or the State Grant to pay a portion of the cost of constructing the Innovation Center in an amount up to \$7,500,000 and to pay the City's obligations under the Master Lease in an amount up to \$875,000. If necessary to effectuate the closing of the New Market Tax Credit transaction, the Mayor and the City Clerk-Treasurer are authorized to enter into and deliver a contribution agreement with KIRC or KIN to evidence the City's allocation of TID 19 revenues or State Grant to pay a portion of the cost of constructing the Innovation Center.

BE IT FURTHER RESOLVED that the Common Council of the City of Kenosha, Wisconsin, approves the staff of the City to work with KIN and KIRC to construct and operate the Innovation Center in compliance with the Development Plan and the Urban Redevelopment Law.

Adopted this 4th day of March, 2024.

Attest:

Michelle L. Nelson, City Clerk-Treasurer

Approved:

John M. Antaramian, Mayor

(SEAL)