

Agenda
Redevelopment Authority of the City of Kenosha Meeting
Municipal Building, 625 52nd Street - Room 204
January 19, 2016
5:00pm

Katherine Marks, Chairperson
Ms. Veronica Flores
Mr. John Potente

Aldersperson Bob Johnson, Vice-Chairperson
Mr. Eric Migrin
Mr. Doug Williams

Call to Order
Roll Call
Citizens Comments

Approval of the Minutes from the meeting held November 17, 2015

1. Election of Chairperson and Vice-Chairperson
2. Financial Report
3. *Wilson Redevelopment Project* - Update
4. Agreement by and between Kenosha Newco Capital, LLC f/k/a Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin. (District 3)
5. Termination Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin. (District 3)

Authority Members Comments

End of Meeting

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4030 BY NOON BEFORE THIS MEETING TO MAKE ARRANGEMENTS FOR REASONABLE ON-SITE ACCOMMODATIONS.

REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA
Minutes
November 17, 2015

MEMBERS PRESENT: Katherine Marks, Alderperson Bob Johnson, Eric Migrin, John Potente and Doug Williams

STAFF PRESENT: Zohrab Khaligian

The meeting was called to order at 4:30 p.m. by Ms. Marks and roll was taken.

A motion was made by Mr. Williams and seconded by Alderperson Johnson to approve the minutes of the October 20, 2015 meeting. The motion passed. (Ayes 4, Noes 0)

1. **Offer to Purchase property at 4822 37th Avenue. (District 10) CLOSED SESSION:** *The Redevelopment Authority may go into Closed Session, pursuant to §19.85 (1)(e), Wisconsin Statutes, for the purpose of deliberating or negotiating the investing of public funds for the purchase of this property. The Authority may or may not reconvene into open session.*

Zohrab Khaligian, Community Development Specialist, said he did a visual inspection and the issues that were not previously taken care of by the seller are now done. Mr. Khaligian recommends approval.

Mr. Migrin arrived.

A motion was made by Alderperson Johnson and seconded by Mr. Williams to approve the Offer. The motion passed. (Ayes 5, Noes 0)

Public Comments

No Public comments.

Authority Comments

Ms. Marks noted that she has contacted two (2) people, giving them information on possibly serving on the Committee.

Staff Comments

Mr. Khaligian said that if we have no other business to discuss in December, we will defer the elections of chair and vice-chair until the January meeting.

A motion was made by Alderperson Johnson and seconded by Mr. Migrin to adjourn the meeting. The motion passed. (Ayes 5; Noes 0) The meeting adjourned at 4:35 pm.

Meeting Minutes Prepared by: Kay Schueffner, Community Development & Inspections



REDEVELOPMENT AUTHORITY
Staff Report - Item 1

Tuesday, January 19, 2016 at 5:00 pm

Municipal Building
625 52nd Street - Room 204 - Kenosha, WI 53140

Election of Chairperson and Vice-Chairperson

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

N/A

LOCATION AND ANALYSIS:

Site: N/A

1. The By Laws of the Redevelopment Authority require that a Chairperson and Vice-Chairperson be elected by the members of the Redevelopment Authority.
2. The By Laws also require that a Recording Secretary be appointed by the Chairperson and confirmed by a majority vote of the Authority.
3. This action is to be taken at the first regular meeting held in the month of December of each calendar year. Since the December 2015 meeting was canceled due to a lack of agenda items, this action will take place at the first regular meeting held in the month of January.

RECOMMENDATION:

A recommendation is made to elect a Chairperson and Vice-Chairperson and then appoint a Recording Secretary.

Zohrab Khaligian, Community Dev Specialist

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Jeffrey B. Labahn, Director

Tuesday, January 19, 2016 at 5:00 pm

Municipal Building
625 52nd Street - Room 204 - Kenosha, WI 53140

Financial Report

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

N/A

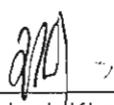
LOCATION AND ANALYSIS:

Site: N/A

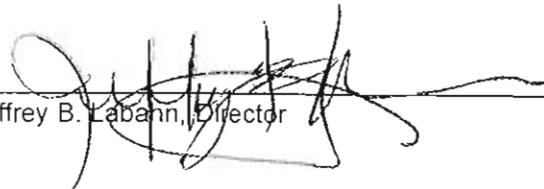
1. Attached is the Financial Report.
2. The report includes the following items:
 - a. Balance Sheet - A statement of revenue, expenditures and changes in fund balance as of 11/30/15.
 - b. Statement of Authorizations and Expenditures as of 11/30/15.
 - c. List of KRA Holdings as of 12/31/15.
 - d. Map - *Redevelopment Authority - Owned Properties* as of 12/31/15.
 - e. Map - *Wilson Neighborhood Property Ownership* as of 12/31/15.

RECOMMENDATION:

A recommendation is made to Receive and File the Financial Report.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labann, Director

**Redevelopment Authority Balance Sheet
For The Period Ended November 30, 2015**

| | <u>Redevelopment Authority (Fund 461)</u> |
|---|---|
| <u>ASSETS</u> | |
| Cash | <u>\$240,023</u> |
| Total Assets | <u>\$240,023</u> |
| <u>LIABILITIES</u> | |
| Account Payable | <u>\$0</u> |
| Total Liabilities | <u>\$0</u> |
| <u>FUND BALANCES</u> | |
| Resv for Encumbrances** | \$6,220 |
| Fund Balance: | |
| Capital Improvement Program | \$232,657 |
| Program Income | <u>\$1,146</u> |
| Total Fund Balance | <u>\$240,023</u> |
| Total Liabilities & Fund Balance | <u>\$240,023</u> |
| **PO #151098-Malsack | <u>\$6,220</u> |
| Total Encumbrances | <u>\$6,220</u> |

(Signature)
1/7/16

Redevelopment Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ended November 30, 2015

| | Redevelopment Authority | |
|------------------------------------|-------------------------|--------------|
| | (Fund 461) | (Fund 461) |
| | Current Month | Year to Date |
| <u>Revenues and Other Sources</u> | | |
| Miscellaneous Revenue | \$0 | \$0 |
| Rent Revenue | \$0 | \$0 |
| Grant Revenue | \$0 | \$0 |
| Interest Income | \$0 | \$0 |
| Note Proceeds | \$0 | \$278,849 |
| Interfund transfer in | \$0 | \$0 |
| Total Revenues | \$0 | \$278,849 |
| <u>Expenditures and Other Uses</u> | | |
| Expenditures** | \$2,114 | \$132,925 |
| Total Expenditures | \$2,114 | \$132,925 |
| Revenues over (under) Expenditures | (2,114) | 145,924 |
| Fund Balance 12/31/14 | | \$94,099 |
| Fund Balance -- 11/30/15 | | \$240,023 |

** Expenditure amounts do not include encumbrances.

**Redevelopment Authority
2014-2015 Expenditures**

| <u>Date</u> | <u>Check #</u> | <u>Vendor</u> | <u>Function</u> | <u>Amount</u> | <u>Total</u> | |
|------------------|----------------|----------------------------|-----------------------------|---------------|--------------|------------|
| <i>January</i> | | | | | | |
| 12/31/14 | 145648 | KWU | 9-11/14 SWU | 199.18 | | |
| 12/31/14 | 145648 | KWU | 10/15-12/31/14 SWU | 38.14 | | |
| 12/31/14 | 145646 | KWU | 10-11/30/14 SWU | 69.64 | | |
| 12/31/14 | 145726 | MALSACK | 12/14 SNOW REMOVAL | 1,588.55 | | |
| 12/31/14 | JE 12341 | CITY OF KENOSHA | RE TAX 4816 37AV | 2,731.34 | | |
| 12/31/14 | JE 12341 | CITY OF KENOSHA | RE TAX 4603 37AV | 3,670.76 | | |
| 01/21/15 | 145704 | LANDMARK TITLE CORP | ACQ 4828 37TH AVE | 78,965.37 | | |
| | | Total January | | 87,262.98 | | |
| | | <i>Total thru January</i> | | | | 87,262.98 |
| <i>February</i> | | | | | | |
| 02/10/15 | 146599 | MALSACK | 1/15 SNOW REMOVAL | 1,477.25 | | |
| 02/10/15 | 146599 | MALSACK | 1/15 4603 37AV SNOW REMOVAL | 31.87 | | |
| 02/20/15 | 146887 | KWU | 10-12/31/14 SWU | 611.54 | | |
| 02/27/15 | 147025 | BINDELLI BROTHERS | 4828 37AV REPAIRS | 313.12 | | |
| 02/27/15 | 147078 | MALSACK | DEBRIS 4609 36AV | 55.00 | | |
| 02/27/15 | 147120 | WE ENERGIES | 4828 37TH AVE REMVL | 532.00 | | |
| | | Total February | | 3,020.78 | | |
| | | <i>Total thru February</i> | | | | 90,283.76 |
| <i>March</i> | | | | | | |
| 03/05/15 | 147270 | MALSACK | 2/15 SNOW PRSL "C" | 1,477.25 | | |
| 03/05/15 | 147270 | MALSACK | 2/15 4603 37AV SNOW REMOVAL | 31.87 | | |
| 03/05/15 | 147270 | MALSACK | 2/15 4828 37AV SNOW REMOVAL | 31.35 | | |
| 03/18/15 | 147494 | KWU | 11-1/31/15 SWU | 117.98 | | |
| 03/18/15 | 147078 | MALSACK | DEBRIS 2019 61ST | 210.00 | | |
| 03/20/15 | 147591 | KWU | 11/30-1/31/15 SWU | 94.54 | | |
| 03/20/15 | 147589 | KWU | 11/30-1/31/15 SWU | 69.64 | | |
| | | Total March | | 2,032.63 | | |
| | | <i>Total thru March</i> | | | | 92,316.39 |
| <i>April</i> | | | | | | |
| 04/07/15 | 148035 | MALSACK | 3/15 SNOW PRSL "B" | 1,477.25 | | |
| 04/07/15 | 148035 | MALSACK | 3/15 4603 37AV SNOW | 31.87 | | |
| 04/07/15 | 148035 | MALSACK | 3/15 3828 37AV SNOW | 31.35 | | |
| 04/10/15 | 148090 | SAFE ABATEMENT | 4603 37AV-SERVICE | 1,100.00 | | |
| 04/17/15 | 148256 | BINDELLI BROTHERS | 4828 37AVE SECURE | 72.12 | | |
| 04/17/15 | 148291 | WASTE MANAGEMENT | DEBRIS 4603 37TH AVE | 6,060.57 | | |
| 04/17/15 | 148269 | KWU | 12/31-2/28/15 SWU | 611.54 | | |
| 04/23/15 | 148469 | MENARDS | 3/15-4/15 ST MERCHANDIS | 287.39 | | |
| | | Total April | | 9,672.09 | | |
| | | <i>Total thru April</i> | | | | 101,988.48 |
| <i>May, 2015</i> | | | | | | |
| 05/01/15 | 148652 | MALSACK | 5818 5 AV-DEBRIS | 110.00 | | |
| 05/05/15 | 148752 | MALSACK | Spring Clean-up | 242.25 | | |
| 05/06/15 | 148727 | BINDELLI CONSTRUCTION | 4828 37 AV-BOARDUP | 80.00 | | |
| 05/15/15 | 148949 | KWU | 1/31-3/31/15 SWU | 113.34 | | |
| 05/20/15 | 149063 | KWU | 1/31-3/31/15 SWU | 160.88 | | |

**Redevelopment Authority
2014-2015 Expenditures**

| <u>Date</u> | <u>Check #</u> | <u>Vendor</u> | <u>Function</u> | <u>Amount</u> | <u>Total</u> |
|-----------------|----------------|-----------------------------|------------------------|-----------------|-------------------|
| | | Total May | | 706.47 | |
| | | <i>Total thru May</i> | | | 102,694.95 |
| June, 2015 | | | | | |
| 06/03/15 | 149452 | MALSACK | 2018 45 ST-GRASS | 210.00 | |
| 06/03/15 | 149452 | MALSACK | 4410 73 ST-GRASS | 229.36 | |
| 06/09/15 | 149624 | MALSACK | 5/15 Cutting | 1,846.27 | |
| 06/19/15 | 149889 | KWU | 2/28-4/30/15 SWU | 611.54 | |
| 06/23/15 | 150006 | ACE HARDWARE | 4/15 ST-MERCHANDISE | 49.90 | |
| | | Total June | | 2,947.07 | |
| | | <i>Total thru June</i> | | | 105,642.02 |
| July, 2015 | | | | | |
| 07/14/15 | 150604 | MALSACK | 6/15 Cutting | 1,753.96 | |
| 07/17/15 | 150674 | KWU | 3/31-5/31/15 SWU | 188.47 | |
| 07/17/15 | 150671 | KWU | 5/31/15 SWU | <u>69.64</u> | |
| | | Total July | | 2,012.07 | |
| | | <i>Total thru July</i> | | | 107,654.09 |
| August, 2015 | | | | | |
| 08/07/15 | 151212 | MALSACK | 5818 5 AV-Tree | 97.50 | |
| 08/11/15 | 151304 | MALSACK | 7/15 Cutting | 1,753.96 | |
| 08/13/15 | 151381 | PROFESSIONAL SERVICE | 6/15 4828 37 Ave | 2,633.00 | |
| 08/14/15 | 151329 | BINDELLI CONSTRUCTION | 4621 38Ave Fence | 175.00 | |
| 08/14/15 | 151329 | BINDELLI CONSTRUCTION | 4828 37 AVE-FENCE | 120.00 | |
| 08/19/15 | 151449 | KWU | 4/30-6/30/15 SWU | 611.54 | |
| 08/21/15 | 151583 | KPH ENVIRONMENTAL | ASBESTOS-4828 37 AV | <u>980.00</u> | |
| | | Total August | | 6,371.00 | |
| | | <i>Total thru August</i> | | | 114,025.09 |
| September, 2015 | | | | | |
| 09/08/15 | 151974 | MALSACK | 8/15 Cutting | 1,753.96 | |
| 09/18/15 | 152203 | KWU | 5/31-7/31/15 SWU | 233.94 | |
| 09/18/15 | 152204 | KWU | 9/15 #5 Water/SWU | 36.36 | |
| 09/29/15 | 152554 | WASTE MANAGEMENT | 9/15 Disposal-Material | <u>6,380.90</u> | |
| | | Total September | | 8,405.16 | |
| | | <i>Total thru September</i> | | | 122,430.25 |
| October, 2015 | | | | | |
| 10/07/15 | 152789 | RE/MAX ELITE TRUST | 4822 37 AVE EARNEST | 1,000.00 | |
| 10/08/15 | 152836 | MALSACK | 9/15 Cutting | 1,753.96 | |
| 10/21/15 | 153062 | KWU | 6/30-8/31/15 SWU | 611.54 | |
| 10/22/15 | 153176 | LOWE'S | 9/15 Merchandise | 225.00 | |
| 10/27/15 | 153267 | THREE T'S TRUCKING | DEBRIS REMOVAL | <u>4,790.00</u> | |
| | | Total October | | 8,380.50 | |
| | | <i>Total thru October</i> | | | 130,810.75 |

**Redevelopment Authority
2014-2015 Expenditures**

| <u>Date</u> | <u>Check #</u> | <u>Vendor</u> | <u>Function</u> | <u>Amount</u> | <u>Total</u> | |
|----------------|----------------|----------------------------|--------------------|-----------------|--------------|-------------------|
| November, 2015 | | | | | | |
| 11/20/15 | 153843 | KWU | 11/15 #5 Water/SWU | 33.37 | | |
| 11/20/15 | 153844 | KWU | 7/31-9/30 SWU | 233.94 | | |
| 11/24/15 | 153985 | MALSACK | 10/15 Proposal C | <u>1,846.27</u> | | |
| | | Total November | | 2,113.58 | | |
| | | <i>Total thru November</i> | | | | 132,924.33 |

Redevelopment Authority
Supplemental Statement of Authorizations, Expenditures and Encumbrances
Balance of Authorizations
For The Period Ended November 30, 2015

| | Redevelopment Authority (Fund 461) | | | |
|---|------------------------------------|------------------|------------------|------------------|
| | 2012 | 2013 | 2014 | 2015 |
| <u>Authorization</u> | | | | |
| Property Maintenance | \$12,000 | \$12,000 | \$12,000 | \$30,000 |
| Foreclosure Acquisition | \$100,000 | \$0 | \$0 | \$0 |
| Fourplex Acquisition | \$250,000 | \$0 | \$0 | \$0 |
| Planned Acquisition | \$0 | \$400,000 | \$250,000 | \$250,000 |
| Total * | \$362,000 | \$412,000 | \$262,000 | \$280,000 |
| <u>Property Maintenance Expenditures/Encumbrances</u> | | | | |
| 2012 - Through 12/31/12 | \$8,036 | \$0 | \$0 | \$0 |
| 2013 - Through 12/31/13 | \$3,964 | \$12,000 | \$0 | \$0 |
| 2014 - Through 12/31/14 | \$0 | \$0 | \$7,725 | \$0 |
| 2015 - Through 11/30/15/15 | \$0 | \$0 | \$0 | \$11,278 |
| Total Property Maintenance Expenditures | \$12,000 | \$12,000 | \$7,725 | \$11,278 |
| <u>Foreclosure Acquisitions Expenditures/encumbrances</u> | | | | |
| 2012 - Through 12/31/12 | \$0 | n/a | n/a | n/a |
| 2013 - Through 12/31/13 | \$100,000 | n/a | n/a | n/a |
| Total Foreclosure Acquisitions Expenditures | \$100,000 | n/a | n/a | n/a |
| <u>Fourplex Acquisitions Expenditures/Encumbrances</u> | | | | |
| 2012 - Through 12/31/12 | \$109,088 | n/a | n/a | n/a |
| 2013 - Through 12/31/13 | \$140,912 | n/a | n/a | n/a |
| Total Fourplex Acquisitions Expenditures | \$250,000 | n/a | n/a | n/a |
| <u>Planned Acquisitions Expenditures/Encumbrances</u> | | | | |
| 2013 - Through 12/31/13 | n/a | \$400,000 | \$0 | \$0 |
| 2014 - Through 12/31/14 | n/a | \$0 | \$174,798 | \$0 |
| 2015 - Through 11/30/15 | n/a | \$0 | \$77,690 | \$33,088 |
| Total Planned Acquisitions Expenditures | n/a | \$400,000 | \$252,488 | \$33,088 |
| Balance - Current | \$0 | \$0 | \$1,787 | \$235,634 |

* These amounts were authorized in the Capital Improvement Program

**KRA Holdings to Date as Requested by the Chairman
As of December 31, 2015**

| Date | Property | Address | Tax Key No. | Acquisition Price | Cost to Date |
|-------------|--------------------|-----------------------|-------------------------|--------------------------|---------------------|
| 12/03/15 | Lentz Partners | 4822 37th Avenue | 09-222-36-230-012 | \$72,675.67 | \$72,675.67 |
| 01/23/15 | Lentz Partners | 4828 37th Avenue | 09-222-36-230-011 | \$79,965.37 | \$95,866.51 |
| 10/15/14 | Brackeen | 4603 37th Avenue | 09-222-36-227-002 | \$78,958.14 | \$95,323.47 |
| 03/03/14 | Lentz Partners | 4816 37th Avenue | 09-222-36-230-013 | \$82,541.59 | \$100,180.59 |
| 11/13/13 | Alostar Bank | 4627 37th Avenue | 09-222-36-227-006 | \$80,495.94 | \$99,564.46 |
| 06/26/13 | Watring | 4817 37th Avenue | 09-222-36-231-003 | \$89,919.66 | \$117,800.08 |
| 02/14/13 | Lund | 4723 36th Avenue | 09-222-36-226-016 | \$79,702.25 | \$100,211.81 |
| 01/15/13 | Lund | 4717 36th Avenue | 09-222-36-226-015 | \$78,970.75 | \$97,896.32 |
| 01/25/13 | Lentz Partners | 4810 37th Avenue | 09-222-36-230-014 | \$114,690.18 | \$136,607.49 |
| 05/09/12 | Lentz Partners | 4804 37th Avenue | 09-222-36-230-015 | \$123,798.31 | \$149,006.68 |
| 10/28/10 | Plyush Patel | 4702 36th Avenue | 09-222-36-227-028 | \$135,080.00 | \$155,139.63 |
| 05/12/10 | Labanowsky | 4902 37th Avenue | 09-222-36-230-010 | \$150,637.00 | \$175,543.41 |
| 02/26/10 | FNMA | 4615 36th Avenue | 09-222-36-226-010 | \$95,000.00 | \$112,140.73 |
| 09/18/09 | Lentz | 4915 37th Avenue | 09-222-36-231-007 | \$150,101.00 | \$164,781.30 |
| 08/12/09 | Fannie Mae | 4609 36th Avenue | 09-222-36-226-009 | \$112,665.00 | \$129,493.86 |
| 09/26/08 | Lentz | 4901 37th Avenue | 09-222-36-231-005 | \$180,093.00 | \$194,162.03 |
| 06/25/08 | Mattioli | 5016 Shendan Road | 12-223-31-156-003 | \$275,103.00 | \$366,343.48 |
| 04/30/08 | Abdelhamid | 4621/4627 38th Avenue | 09-222-36-228-003 & 017 | \$130,093.00 | \$140,484.32 |
| 04/30/08 | Iaquinta | 1102/1200 52nd Street | 12-223-31-157-016 | \$146,573.00 | \$188,509.55 |
| 09/07/07 | Labanowsky | 4823 37th Avenue | 09-222-36-231-004 | \$170,013.00 | \$184,135.34 |
| 08/22/07 | Kenosha County | 1342 50th Street | 12-223-31-207-032 | \$34,200.93 | \$34,400.93 |
| 11/29/06 | Crow Properties | 1014 48th Street | 12-223-31-133-003 | \$88,500.00 | \$92,437.24 |
| | | 1015 48th Street | 12-223-31-134-002 | \$0.00 | \$0.00 |
| | | 1021 46th Street | 12-223-31-130-003 | \$0.00 | \$0.00 |
| 03/28/02 | Southport Bank | 4913 13th Avenue | 12-223-31-154-005 | \$45,011.00 | \$45,011.00 |
| 10/13/00 | Bass | 1022 50th Street | 12-223-31-154-007 | \$55,000.00 | \$64,615.10 |
| 09/28/00 | Davison | 5103 13th Avenue | 12-223-31-157-002 | \$35,000.00 | \$41,858.15 |
| 10/29/99 | Kenosha County | 5131 13th Avenue | 12-223-31-157-010 | \$5,827.98 | \$5,827.98 |
| 06/30/99 | Fratrick | 5002 Sheridan Road | 12-223-31-156-001 | \$123,000.00 | \$133,410.00 |
| 06/10/99 | AutoWiz | 913 50th Street | 12-223-31-156-002 | \$85,000.00 | \$137,987.24 |
| 02/19/99 | Kenosha County | 1334 50th Street | 12-223-31-207-016 | \$1.00 | \$1.00 |
| 01/27/99 | First Nations Bank | 1104 50th Street | 12-223-31-154-006 | \$45,000.00 | \$56,018.29 |
| 12/18/98 | Carreon | 5143 13th Avenue | 12-223-31-157-013 | \$30,800.00 | \$37,653.00 |
| 11/13/98 | Principe | 1010 52nd Street | 12-223-31-157-019 | \$62,100.00 | \$74,501.41 |
| 02/27/98 | Bauer | 5139 13th Avenue | 12-223-31-157-012 | \$19,000.00 | \$28,290.05 |
| 02/18/98 | Fogle | 5109 13th Avenue | 12-223-31-157-003 | \$35,000.00 | \$45,170.47 |

**KRA Holdings to Date as Requested by the Chairman
As of December 31, 2015**

| Date | Property | Address | Tax Key No. | Acquisition Price | Cost to Date |
|-----------------|---------------------------|---------------------------------------|---------------------------------------|--------------------------|-----------------------|
| 08/29/97 | Haarslick | 5215 Sheridan Road | 12-223-31-426-008 | \$193,000.00 | \$316,266.30 |
| 06/17/97 | Kenosha Housing Authority | 5115 13th Avenue | 12-223-31-157-005 | \$0.00 | \$155.00 |
| 06/17/97 | Kenosha Housing Authority | 5127 13th Avenue | 12-223-31-157-009 | \$0.00 | \$0.00 |
| 11/15/96 | Executive Square | 5400 8th Ave, South of Barr Furniture | 12-223-31-426-017 | \$115,000.00 | \$118,010.61 |
| 04/26/95 | Barr Furniture | 5319 Sheridan Road | 12-223-31-426-016 | \$410,000.00 | \$452,918.78 |
| 06/21/93 | CNW Railroad | 50th Street to 45th Street | 12-223-31-501-001,002,003,004,007&008 | \$31,000.00 | \$31,250.00 |
| 06/15/93 | CNW Railroad | Sheridan Road to 50th Street | 12-223-31-501-009 & 010 | \$11,627.00 | \$11,657.95 |
| 02/12/87 | Reformation Church | 1006 52nd Street | 12-223-31-157-020 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | \$3,851,143.77 | \$4,603,307.23 |

Other Properties
As of December 31, 2015

| Date | Property | Address | Tax Key No. | Acquisition Price | Cost to Date |
|--------------------|--|--|---|-----------------------|-----------------------------|
| 11/04/11 | Wells Fargo | 4628 37th Avenue | 09-222-36-228-012 | \$65,388.56 | \$84,937.56 |
| 11/29/06 | Crow Properties (Purchased by City) | 1001 50th Street 2916 Sheridan Road 1515 52nd Street | 12-223-31-155-002 10-223-19-453-002 12-223-31-303-005 | | \$0.00 \$0.00 \$75.00 |
| 01/04/95 | Train Station (METRA) | 5414 13th Avenue | 12-223-31-501-035 & 036 | \$150,000.00 | \$152,562.00 |
| 01/21/94 | HUD | 5818 Fifth Avenue | 12-223-31-488-009 | \$10,000.00 | \$15,686.90 |
| 01/07/94 | Senate Building (Leased to City Transit) | 1204/1210 56th Street | 12-223-31-436-006 | \$220,000.00 | \$336,772.66 |
| 05/15/92 | CNW Railroad | Sixth Avenue to 52nd Street | 12-223-31-501-037 | \$26,000.00 | \$31,596.75 |
| 03/07/90 | Finishing & Plating (Stationside Village Parking Lot) | 1003 53rd Street | 12-223-31-431-001 | \$1,400,000.00 | \$1,593,259.42 |
| N/A | N/A (Public parking lot for City Transit) | 5802 Fifth Avenue | 12-223-31-488-001 | \$0.00 | \$0.00 |
| SUBTOTAL | | | | \$1,871,388.56 | \$2,214,890.29 |
| GRAND TOTAL | | | | \$5,722,532.33 | \$6,818,197.52 |

**Properties Previously Owned by Redevelopment Authority
As of December 31, 2015**

| Date | Property | Address | Tax Key No. | Acquisition Price | Cost to Date |
|-------------|--|-----------------------|--------------------|--------------------------|---------------------|
| 12/05/05 | Wolf (Transferred to Kenosha Community Health Center) | 6202 14th Avenue | | \$37,011.00 | \$37,011.00 |
| 09/26/03 | 14th Avenue Ventures (Transferred to Kenosha Community Health Center) | 6220 14th Avenue | | \$88,600.00 | \$88,600.00 |
| 07/30/93 | Ebner (Public parking lot transferred to City) | 5802 Fifth Avenue | 12-223-31-489-015 | \$90,000.00 | \$90,000.00 |
| 05/25/05 | DOG Properties (Transferred to Boys & Girls Club) | 5129/5131 14th Avenue | 12-223-31-276-016 | \$180,000.00 | \$207,551.97 |
| 04/06/01 | McKinley (Transferred to Boys & Girls Club) | 5021 14th Avenue | 12-223-31-276-009 | \$71,400.00 | \$93,993.54 |
| 04/06/01 | McKinley (Transferred to Boys & Girls Club) | 5111 14th Avenue | 12-223-31-276-015 | \$66,150.00 | \$86,985.90 |
| 04/06/01 | McKinley (Transferred to Boys & Girls Club) | 5133 14th Avenue | 12-223-31-276-017 | \$62,160.00 | \$78,891.39 |
| 08/13/99 | Villegas (Transferred to Boys & Girls Club) | 5043 14th Avenue | 12-223-31-276-012 | \$55,000.00 | \$59,989.36 |
| 04/07/99 | Shay (Transferred to Boys & Girls Club) | 5013 14th Avenue | 12-223-31-276-007 | \$52,010.00 | \$56,007.68 |
| 12/18/98 | Boak (Transferred to Boys & Girls Club) | 5105 14th Avenue | 12-223-31-276-014 | \$55,000.00 | \$85,561.58 |
| 12/18/98 | Villasenor (Transferred to Boys & Girls Club) | 5101 14th Avenue | 12-223-31-276-013 | \$45,000.00 | \$53,734.87 |
| 11/30/98 | Bushnell (Transferred to Boys & Girls Club) | 5025 14th Avenue | 12-223-31-276-010 | \$65,082.00 | \$80,003.42 |
| 12/30/97 | Vacant Lot (Transferred to Boys & Girls Club) | 5037 14th Avenue | 12-223-31-276-011 | \$7,500.00 | \$7,500.46 |
| 06/27/97 | Stipek (Transferred to Boys & Girls Club) | 5007 14th Avenue | 12-223-31-276-006 | \$49,900.00 | \$61,507.46 |
| 06/17/97 | Kenosha Housing Authority (Transferred to Boys & Girls Club) | 1346 52nd Street | 12-223-31-276-018 | \$0.00 | \$0.00 |
| 05/30/97 | Laundromat (Transferred to Boys & Girls Club) | 1351 50th Street | 12-223-31-276-005 | \$52,783.71 | \$82,857.54 |
| 01/13/97 | Kenosha County (Transferred to Boys & Girls Club) | 5015 14th Avenue | 12-223-31-276-008 | \$14,377.71 | \$15,398.78 |
| 07/31/96 | Meyers (Transferred to Boys & Girls Club) | 1339 50th Street | 12-223-31-276-002 | \$25,000.00 | \$33,200.32 |

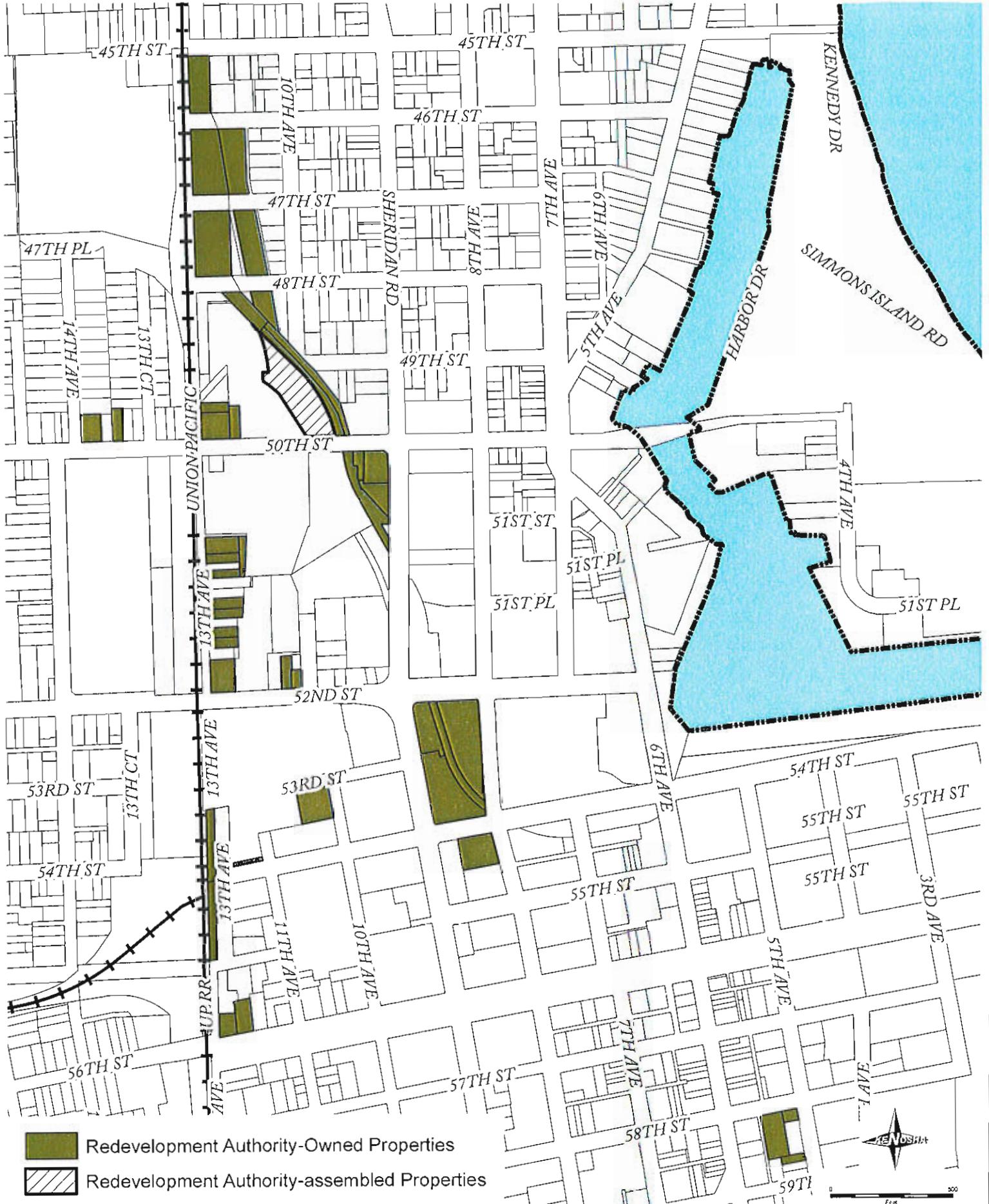
Properties Previously Owned by Redevelopment Authority
As of December 31, 2015

| Date | Property | Address | Tax Key No. | Acquisition Price | Cost to Date |
|--------------|---|------------------|--------------------|--------------------------|-----------------------|
| 08/28/09 | Smith (Transferred to Boys & Girls Club) | 1343 50th Street | 12-223-31-276-003 | \$73,715.00 | \$98,154.51 |
| 12/31/97 | Warehouse (Transferred to Boys & Girls Club) | 1347 50th Street | 12-223-31-276-004 | \$30,000.00 | \$40,009.16 |
| TOTAL | | | | \$1,120,689.42 | \$1,356,978.94 |

KRA Anticipated Expenditures
As of December 31, 2015

| <i>Property</i> | <i>Address</i> | <i>Tax Key No.</i> | <i>Activity</i> | <i>Anticipated Costs</i> |
|-----------------|------------------|--------------------|-----------------|--------------------------|
| Lentz Partners | 4828 37th Avenue | 09-222-36-230-011 | Demolition | \$5,000.00 |
| Lentz Partners | 4822 37th Avenue | 09-222-36-230-012 | Demolition | \$25,000.00 |
| TOTAL | | | | \$30,000.00 |

Redevelopment Authority-Owned Properties



Wilson Neighborhood Property Ownership



-  City-Owned Properties
-  Kenosha Housing Authority-Owned Properties
-  Redevelopment Authority-Owned Properties



Tuesday, January 19, 2016 at 5:00 pm

Municipal Building
625 52nd Street - Room 204 - Kenosha, WI 53140

Wilson Redevelopment Project - Update (District 10)

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson 10, District Kennedy, has been notified.

LOCATION AND ANALYSIS:

Site: Bounded by 45th Street on the North, 35th Avenue on the East, 50th Street on the South and 38th Avenue on the West.

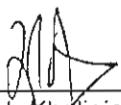
1. **RACK BUDGET:** The Redevelopment Authority's 2015 CIP allocation for property acquisition and maintenance is **\$280,000**.
2. **2015 MAINTENANCE:** To date, \$12,196.25 was expended from the 2015 CIP for the maintenance of Redevelopment Authority owned properties. The total amount allocated for property maintenance is **\$30,000**.
3. **2015 ACQUISITION:** Per the Redevelopment Authority's approval, 4828 37th Avenue was acquired from Lentz Partners on January 23, 2015. Asbestos testing and abatement, razing, grading and seeding of the property, and driveway removal, curb & gutter installation and sidewalk repair was completed. To date, **\$31,170.27** was expended from the 2015 CIP and an additional **\$5,000** may be expended.

Also, per the Redevelopment Authority's approval, 4822 37th Avenue was acquired from Lentz Partners on December 3, 2015. Asbestos testing was completed. Asbestos abatement, razing, grading and seeding of the property, and driveway removal, curb & gutter installation and sidewalk repair will be completed later this Spring. Because this is the last building on the block, it is ideal for a Fire Department burning training session. To date, **\$72,675.67** was expended from the 2015 CIP and the estimated cost to raze the building and restore this property is **\$25,000**.

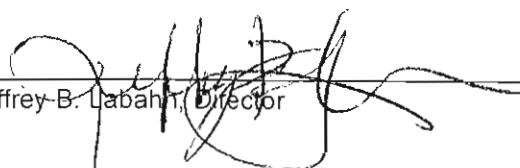
4. Based on the figures above, **the Redevelopment Authority has a 2015 fund balance of \$116,154.06** to assemble any additional properties. In addition, the Redevelopment Authority's 2016 CIP allocation for property acquisition and maintenance is an additional \$280,000.

RECOMMENDATION:

A recommendation is made to Receive and File the Wilson Redevelopment Project update.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labahn, Director

City of Kenosha
 Wilson Neighborhood
 Property Ownership



- City-Owned Properties
- Kenosha Housing Authority-Owned Properties
- Redevelopment Authority-Owned Properties



CITY OF KENOSHA, WISCONSIN
2016-2020 CAPITAL IMPROVEMENT PLAN
REDEVELOPMENT AUTHORITY

| Project Number | Project | Budget 2015 | Requested 2016 | Requested 2017 | Requested 2018 | Requested 2019 | Requested 2020 | Total Requested 2016-2020 |
|----------------------|----------------------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------------------|
| RA-95-001 | General Acquisition | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 1,400,000 |
| | Property Maintenance | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 150,000 |
| | Planned Acquisition | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 250,000 | 1,250,000 |
| | | | | | | | | |
| | CIP | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 1,400,000 |
| | Gross Funds | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 1,400,000 |
| | Outside Funds | | | | | | | |
| Net CIP Funds | | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 280,000 | 1,400,000 |



REDEVELOPMENT AUTHORITY
Staff Report - Item 4

Tuesday, January 19, 2016 at 5:00 pm

Municipal Building
625 52nd Street - Room 204 - Kenosha, WI 53140

Agreement by and between Kenosha Newco Capital, LLC f/k/a Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin. (District 3)

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Michalski, District 3, has been notified. This item will also be reviewed by the Finance Committee before final review by the Common Council.

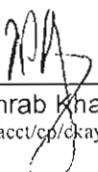
LOCATION AND ANALYSIS:

Site: Bound by 63rd Street on the North, 18th Avenue on the East, 65th Street on the South and 20th Avenue on the West.

1. The Second Amendment to Contract of Purchase and Sale and Development Agreement between Kenosha Newco Capital, LLC (KNC) and the City of Kenosha and the Redevelopment Authority of the City of Kenosha required KNC to resume construction on the abandoned foundation abutting 18th Avenue on the east side of the Uptown Brass Center or remove the foundation and initiate new construction by August 15, 2015.
2. The Second Amendment also required KNC to initiate new construction on the vacant outlot abutting 20th Avenue and 63rd Street on the northwest corner of the Uptown Brass Center by August 15, 2017
3. KNC posted a \$200,000 letter of credit which could be called by the City if either deadline was not met. In addition, failure to meet the 2017 deadline would enable the City to repurchase the outlot for \$20,281.73 (this is prorated from the original sale price of the entire Uptown Brass Center property).
4. KNC was unable to resume construction on the abandoned foundation by the deadline nor do they have the capacity to initiate construction in the next year. Rather than default on the Second Amendment, KNC offered to donate the abandoned foundation parcel to the City and make a cash payment of \$200,000 to the City.
5. The City was willing to accept this offer if KNC also donated the vacant outlot to the City. KNC was agreeable.
6. The attached agreement obligates KNC to transfer the 2 parcels and make a cash payment of \$200,000 to the City by January 31, 2016 and obligates the City to terminate the Second Amendment, release KNC's letter of credit and cooperate with KNC in their attempt to obtain any tax benefit from the parcel donation.

RECOMMENDATION:

A recommendation is made to approve the Agreement.


Zohrab Khaligian, Community Dev Specialist
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Jeffrey B. Labahn, Director

AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Redevelopment Authority

This Agreement by and between KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC, a Wisconsin limited liability company, hereinafter referred to as "KNC", the City of Kenosha, Wisconsin, a municipal corporation ("CITY"), and the Redevelopment Authority of the City of Kenosha, Wisconsin, a Wisconsin Redevelopment Authority ("AUTHORITY") is as follows:

RECITALS

WHEREAS, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

WHEREAS, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement; and

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement (" Assignment Agreement").

WHEREAS, KNC is no longer interested in developing the underdeveloped parcels described as Lot 6 of CSM 2752 and Lot 1 of CSM 2464 as more particularly described on Exhibits A1-A2 attached hereto (collectively, the "Real Estate"); and

WHEREAS, KNC acknowledges certain obligations it has pursuant to the Development Agreement including development of both parcels making up the Real Estate; and

WHEREAS, KNC wishes to amicably terminate the Development Agreement in a manner acceptable to all parties.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Obligations of KNC.** KNC shall on or before January 31, 2016;
 - a. convey title to the Real Estate by _____ executing a warranty deed in the form of the attached Exhibits A1 and A2; and
 - b. pay the City the sum of \$200,000.00 in cash or cash equivalent funds.
2. **Obligation of City.** City shall, simultaneously with KNC performing its obligations hereinabove:
 - a. execute the Termination of the Developer's Agreement in the form of the attached Exhibit B.
 - b. execute, in a form acceptable to KNC, a release of KNC's irrevocable standby letter of credit (No. SLCWMIL03821)
 - c. reasonably cooperate with KNC in its attempt to obtain any tax benefit, including, but not limited to, donation, associated with the transfer of the Real Estate from KNC to City.
3. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.
4. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.
6. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

8. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

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

Signature Pages Follow

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates below given.

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
by: WANGARD ADVISORS LLC, Manager

By: _____
STEWART WANGARD, Manager

STATE OF WISCONSIN)
 :SS.
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2016, STEWART WANGARD, Manager of Wangard Advisors LLC, to me known to be such member of said limited liability company, and acknowledged to me that he executed the foregoing instrument as such officer as the agreement of said limited liability company, by its authority.

Notary Public, Milwaukee County, WI.
My Commission expires/is: _____

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority

BY: _____
KATHERINE MARKS, Chairperson
Date: _____

BY: _____
JEFF LABAHN, Secretary
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, KATHERINE MARKS, Chairperson, and JEFF LABAHN, Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

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

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

EXHIBIT A-1

Property Legal Description

Lot 6 of Certified Survey Map No. 2752, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on June 9, 2014, as Document No. 1727990, being a redivision of Lot 1 of Certified Survey Map No. 2464, in part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 6, Township 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

EXHIBIT A-2

Property Legal Description

Lot 1 of Certified Survey Map No. 2464, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 11, 2005, as Document No. 1424976, being a redivision of all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, and being a part of the Northwest 1/4 of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, Wisconsin.

EXHIBIT B

TERMINATION AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Redevelopment Authority

This Agreement to Terminate the DEVELOPER'S AGREEMENT by and between KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC, a Wisconsin limited liability company, hereinafter referred to as "KNC", the City of Kenosha, Wisconsin, a municipal corporation ("CITY"), and the Redevelopment Authority of the City of Kenosha, Wisconsin, a Wisconsin Redevelopment Authority ("AUTHORITY") is as follows:

RECITALS

WHEREAS, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

WHEREAS, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement; and

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement (" Assignment Agreement").

WHEREAS, KNC is no longer interested in developing the underdeveloped parcels described as Parcel 1 and Parcel M1/M2 in the Development Agreement; and

WHEREAS, KNC acknowledges certain obligations it has pursuant to the Development Agreement including development of Parcels 1 and M1/M2; and

WHEREAS, the parties hereto wish to terminate the Development Agreement pursuant to the terms of the Agreement between the parties, a copy of which is attached hereto as Exhibit B.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Termination of Developer's Agreement.** As of the Effective of this Agreement, the Developer's Agreement shall be terminated and all parties thereto shall be released from any and all obligations thereunder.

2. **Recording.** This Termination Agreement shall be recorded at the office of the Register of Deeds for Kenosha County and the covenants and agreements contained herein shall be binding upon heirs, assigns, legal representatives and successors to the parties hereto.

3. **Affected Real Estate.** The parties hereto acknowledge and agree that the real estate affected by this Agreement is described in the attached Exhibits A1 and A2.

4. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.

5. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

7. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

9. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

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

Signature Pages Follow

THE REDEVELOPMENT AUTHORITY OF
THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Redevelopment Authority

BY: _____
KATHERINE MARKS, Chairperson
Date: _____

BY: _____
JEFF LABAHN, Secretary
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2016, KATHERINE MARKS, Chairperson, and JEFF LABAHN, Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Secretary of said Authority and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Authority, by its authority.

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

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

EXHIBIT A-1

Property Legal Description

Lot 6 of Certified Survey Map No. 2752, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on June 9, 2014, as Document No. 1727990, being a redivision of Lot 1 of Certified Survey Map No. 2464, in part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 6, Township 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

EXHIBIT A-2

Property Legal Description

Lot 1 of Certified Survey Map No. 2464, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 11, 2005, as Document No. 1424976, being a redivision of all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, and being a part of the Northwest 1/4 of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, Wisconsin.



INFORMATION FOR ITEM L3

TO: Mayor Keith Bosman
Members of the Common Council
Members of the Finance Committee
Members of the Redevelopment Authority of the City of Kenosha

FROM: Zohrab Khaligian, Department of Community Development & Inspections ^{zk}

RE: **Agreement by and between Kenosha Newco Capital, LLC f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin**

DATE: January 15, 2016

Staff was recently notified of requested additions to the above mentioned Agreement. Attached please find a copy of page 2 of the Agreement showing the requested additions.

The proposed red-line additions allow for the following:

1. Conveyance of the two (2) parcels by sale or donation.
2. Conveyance by Special Warranty Deed, which only warrants the parcels during the time period that KNC owned them.
3. Sets the purchase price at \$1.00.

If you have any questions, please contact me at 653-4041 or via email at zkhaligian@kenosha.org.

RS:kas
Attachment

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement (" Assignment Agreement").

WHEREAS, KNC is no longer interested in developing the underdeveloped parcels described as Lot 6 of CSM 2752 and Lot 1 of CSM 2464 as more particularly described on Exhibits A1-A2 attached hereto (collectively, the "Real Estate"); and

WHEREAS, KNC acknowledges certain obligations it has pursuant to the Development Agreement including development of both parcels making up the Real Estate; and

WHEREAS, KNC wishes to amicably terminate the Development Agreement in a manner acceptable to all parties.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Obligations of KNC.** KNC shall on or before January 31, 2016;
a. either through a sale or donation convey title to the Real Estate by executing a special warranty deed in the form of the attached Exhibits A1 and A2; and
b. pay the City the sum of \$200,000.00 in cash or cash equivalent funds.

2. **Obligation of City.** City shall, simultaneously with KNC performing its obligations hereinabove:

a. execute the Termination of the Developer's Agreement in the form of the attached Exhibit B.
b. execute, in a form acceptable to KNC, a release of KNC's irrevocable standby letter of credit (No. SLCWMIL03821)
c. purchase or accept donation of the Real Estate and otherwise reasonably cooperate with KNC in its attempt to obtain any tax benefit, ~~including, but~~ not limited to, and/or donation, associated with the transfer of the Real Estate from KNC to City. Any sale of the Real Estate to City shall be for the purchase price of \$1.00, and the City's performance of its obligations hereunder and shall be evidenced by the deed described above and a closing statement.

3. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.

4. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

6. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.



REDEVELOPMENT AUTHORITY
Staff Report - Item 5

Tuesday, January 19, 2016 at 5:00 pm

Municipal Building
625 52nd Street - Room 204 - Kenosha, WI 53140

Termination Agreement by and between Kenosha Newco Capital, LLC, f/k/a UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha, Wisconsin. (District 3)

NOTIFICATIONS AND APPROVAL REQUIREMENTS:

Aldersperson Michalski, District 3, has been notified. This item will also be reviewed by the Finance Committee before final review by the Common Council.

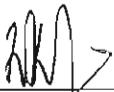
LOCATION AND ANALYSIS:

Site: Bound by 63rd Street on the North, 18th Avenue on the East, 65th Street on the South and 20th Avenue on the West.

1. Per the previous agenda item, attached is the Termination Agreement by and between Kenosha Newco Capital, LLC f/k/a/ UBC Kenosha, LLC and the City of Kenosha, Wisconsin and the Redevelopment Authority of the City of Kenosha.

RECOMMENDATION:

A recommendation is made to approve the Termination Agreement.



Zohrab Khaligian, Community Dev Specialist



Jeffrey B. Labahn, Director

TERMINATION AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Redevelopment Authority

This Agreement to Terminate the DEVELOPER'S AGREEMENT by and between KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC, a Wisconsin limited liability company, hereinafter referred to as "KNC", the City of Kenosha, Wisconsin, a municipal corporation ("CITY"), and the Redevelopment Authority of the City of Kenosha, Wisconsin, a Wisconsin Redevelopment Authority ("AUTHORITY") is as follows:

RECITALS

WHEREAS, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

WHEREAS, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement; and

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement (" Assignment Agreement").

WHEREAS, KNC is no longer interested in developing the underdeveloped parcels described as Parcel 1 and Parcel M1/M2 in the Development Agreement; and

WHEREAS, KNC acknowledges certain obligations it has pursuant to the Development Agreement including development of Parcels 1 and M1/M2; and

WHEREAS, the parties hereto wish to terminate the Development Agreement pursuant to the terms of the Agreement between the parties, a copy of which is attached hereto as Exhibit B.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Termination of Developer's Agreement.** As of the Effective of this Agreement, the Developer's Agreement shall be terminated and all parties thereto shall be released from any and all obligations thereunder.

2. **Recording.** This Termination Agreement shall be recorded at the office of the Register of Deeds for Kenosha County and the covenants and agreements contained herein shall be binding upon heirs, assigns, legal representatives and successors to the parties hereto.

3. **Affected Real Estate.** The parties hereto acknowledge and agree that the real estate affected by this Agreement is described in the attached Exhibits A1 and A2.

4. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.

5. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.

7. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

9. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

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

Signature Pages Follow

EXHIBIT A-1

Property Legal Description

Lot 6 of Certified Survey Map No. 2752, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on June 9, 2014, as Document No. 1727990, being a redivision of Lot 1 of Certified Survey Map No. 2464, in part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 6, Township 1 North, Range 23 East, in the City of Kenosha, County of Kenosha, State of Wisconsin.

EXHIBIT A-2

Property Legal Description

Lot 1 of Certified Survey Map No. 2464, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 11, 2005, as Document No. 1424976, being a redivision of all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, and being a part of the Northwest 1/4 of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, Wisconsin.

EXHIBIT B

AGREEMENT

By And Between

KENOSHA NEWCO CAPITAL, LLC
f/k/a UBC KENOSHA, LLC
A Wisconsin Limited Liability Company

And

THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

And

THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN
A Wisconsin Redevelopment Authority

This Agreement by and between KENOSHA NEWCO CAPITAL, LLC f/k/a UBC KENOSHA, LLC, a Wisconsin limited liability company, hereinafter referred to as "KNC", the City of Kenosha, Wisconsin, a municipal corporation ("CITY"), and the Redevelopment Authority of the City of Kenosha, Wisconsin, a Wisconsin Redevelopment Authority ("AUTHORITY") is as follows:

RECITALS

WHEREAS, Professional Realty and Development Corporation ("PRDC"), CITY, and AUTHORITY entered into the Contract of Purchase and Sale and Development Agreement dated effective February 17, 2005, as amended by the Amendment to Contract of Purchase and Sale and Development Agreement, dated September 20, 2010, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1628103, and as further amended by a Second Amendment to Contract of Purchase and Sale and Development Agreement, dated November 14, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688258 (collectively, the "**Developer's Agreement**"). The Developer's Agreement is evidenced by a Memorandum of Right to Repurchase and Other Rights between PRDC, CITY and AUTHORITY, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452833. The Memorandum of Right to Repurchase and Other Rights provides that the rights referred therein may be terminated by an agreement between the CITY and then current owners; and

WHEREAS, PRDC, Uptown Brass Development, LLC, a Wisconsin limited liability company ("Uptown") and CITY entered into an Assignment and Assumption Agreement and Amendment to Development Agreement, dated September 29, 2005, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1452837 ("Uptown Assignment") under which PRDC assigned and Uptown assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement; and

WHEREAS, Uptown and KNC entered into an Assignment and Assumption Agreement, dated November 13, 2012, and recorded with the Office of the Register of Deeds of Kenosha County, Wisconsin as Document No. 1688259 under which Uptown assigned and KNC assumed all of PRDC's right, title and interest in, to and under the Developer's Agreement (" Assignment Agreement").

WHEREAS, KNC is no longer interested in developing the underdeveloped parcels described as Lot 6 of CSM 2752 and Lot 1 of CSM 2464 as more particularly described on Exhibits A1-A2 attached hereto (collectively, the "Real Estate"); and

WHEREAS, KNC acknowledges certain obligations it has pursuant to the Development Agreement including development of both parcels making up the Real Estate; and

WHEREAS, KNC wishes to amicably terminate the Development Agreement in a manner acceptable to all parties.

In consideration of the mutual covenants contained herein and all other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as set forth below:

1. **Obligations of KNC.** KNC shall on or before January 31, 2016;
 - a. convey title to the Real Estate by executing a warranty deed in the form of the attached Exhibits A1 and A2; and
 - b. pay the City the sum of \$200,000.00 in cash or cash equivalent funds.
2. **Obligation of City.** City shall, simultaneously with KNC performing its obligations hereinabove:
 - a. execute the Termination of the Developer's Agreement in the form of the attached Exhibit B.
 - b. execute, in a form acceptable to KNC, a release of KNC's irrevocable standby letter of credit (No. SLCWMIL03821)
 - c. reasonably cooperate with KNC in its attempt to obtain any tax benefit, including, but not limited to, donation, associated with the transfer of the Real Estate from KNC to City.
3. **Effective Date.** The Effective Date of this Agreement shall be the date of last execution by a party hereto.
4. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. **Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, successors and assigns.
6. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
7. **Law Governing.** The interpretation of this Agreement will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.

8. **Severability.** If any of the terms or provisions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and terms of this Offer shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.

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

Signature Pages Follow

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Property Legal Description

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EXHIBIT A-2

Property Legal Description

Lot 1 of Certified Survey Map No. 2464, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on March 11, 2005, as Document No. 1424976, being a redivision of all of Lots 1, 2, 3 and 4 in Block 25 of Bond's Subdivision, and being a part of the Northwest 1/4 of Section 6, Town 1 North, Range 23 East of the Fourth Principal Meridian, in the City of Kenosha, County of Kenosha, Wisconsin.