

Community Development Division 625 52nd Street – Room 204 262.653.4030	Redevelopment Authority of the City of Kenosha Agenda	Tuesday, April 16, 2013 5:00 p.m.
<i>Katherine Marks - Chairperson and Bob Johnson - Vice Chairperson Alderman Michael Orth, Everett Butler, Eric Migrin, John Potente, Doug Williams</i>		

Call to Order and Roll Call

Approval of Minutes from March 19, 2013

1. Financial Report for March 31, 2013
2. Parking Lot Lease Agreement By and Between the Kenosha Transit Commission and Baytree National Bank & Trust Company. (District #2)
3. Discussion and update on the Wilson Redevelopment Project. (District #10)

Public Comments

Authority Comments

Staff Comments

Adjournment

Community Development & Inspections
625 52nd Street – Room 308
Kenosha, WI 53140
262.653.4030 phone / 262.653.4045 fax
www.kenosha.org

If you are disabled in need of assistance, please call 262.653.4030 at least 72 hours before this meeting.

Notice is hereby given that a majority of the members of the Common Council may be present at the meeting. Although this may constitute a quorum of the Common Council, the Council will not take any action at this meeting.

REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA
Minutes
March 19, 2013

MEMBERS PRESENT: Katherine Marks, Bob Johnson, Everett Butler, Eric Migrin and Doug Williams

EXCUSED: John Potente and Alderman Michael Orth

STAFF PRESENT: Zohrab Khaligian

Other present: Alderman Kennedy

The meeting was called to order at 5:02 p.m. by Ms. Marks and roll was taken.

A motion was made by Mr. Butler and seconded by Mr. Williams to approve the minutes of the December 18, 2012 meeting as written. The motion passed. (Ayes 5; Noes 0)

1. Financial Report for February 28, 2013

A motion was made by Mr. Butler and seconded by Mr. Williams to receive and file the report. The motion passed. (Ayes 5; Noes 0)

2. Redevelopment Authority Resolution #01-13 - To Permit the City Attorney's Office to Sign Documents on Behalf of the Redevelopment Authority of the City of Kenosha ("RDA") Relating to the Purchase of Real Estate.

Zohrab Khaligian, Community Development Specialist, explained that Sharon Krewson, previous Real Estate Staff person, executed any contracts, deeds, notes or other documents on behalf of the Redevelopment Authority. The City Attorney's office has assumed those duties since Ms. Krewson left the City. This Redevelopment Authority Resolution authorizes a representative of the City Attorney's Office to execute all documents relating to the purchase of real estate.

A motion was made by Mr. Johnson and seconded by Mr. Williams to adopt the Resolution. The motion passed. (Ayes 5; Noes 0)

3. Redevelopment Authority Resolution #02-13 - Ratifying the Actions of the City Attorney's Office in Signing Documents on Behalf of the Redevelopment Authority of the City of Kenosha ("RDA") Relating to the Purchase of Real Estate in the City of Kenosha Commonly Known as 4723 36th Avenue and 4717 36th Avenue. (District #10)

Mr. Khaligian explained that the Lender administering the short sale for 4717 36th Avenue and 4723 36th Avenue, questioned the authority of the City Attorney representative handling matters on behalf of the Redevelopment Authority. This Resolution is to ratify the actions of the City Attorney's office regarding those properties.

A motion was made by Mr. Williams and seconded by Mr. Butler to adopt the Resolution.

Ms. Marks asked if there are any other documents outstanding that need ratification. Mr. Khaligian said no other documents are pending.

The motion passed. (Ayes 5; Noes 0)

4. Parking Lot Lease By and Between the Redevelopment Authority of the City of Kenosha and Kenosha Transit Commission. (District #2)

There are two parcels at the southwest corner of Fifth Avenue and 58th Street, that are owned by the Redevelopment Authority and maintained by Kenosha Transit Commission. The City Attorney's office recommends a lease formalizing this arrangement. The Lease specifies the use and the responsibilities. Mr. Khaligian referred to a handout which refers to a section of the parking lot, that the Redevelopment Authority leased to an adjacent owner to place a dumpster, that is not included in the premises of the Lease.

Ms. Marks said then any funds received from a Sub-lease belong to the Transit Commission? Mr. Khaligian said yes.

Mr. Williams said the lease if for 25 years, if we want to terminate earlier, can we? Mr. Khaligian said yes, we just need to negotiate with the Transit Commission.

A motion was made by Mr. Johnson and seconded by Mr. Williams to approve the Parking Lot Lease. The motion passed. (Ayes 5; Noes 0)

Ms. Marks was excused.

5. Discussion and update on the Wilson Redevelopment Project. (District #10)

Mr. Khaligian explained that three four-unit apartments were razed and two more properties were acquired on short sales. The Authority must decide if we want to bid out these buildings or just have Public Works raze them. The Fire Department has also expressed interest in using the buildings for training purposes and then a burn exercise. We would have to do the asbestos abatement, let them do training and raze them later.

Mr. Williams asked when they would do the training in the buildings. Mr. Khaligian said they would do it within the next couple of months. Mr. Williams asked if there was a benefit to having the Fire Department burn the building before Public Works does the raze? Mr. Khaligian said it may help to burn most of the building, then we wouldn't have the full cost of a raze. Mr. Khaligian added that there is discussion on who should be in charge of any demolition. Public Works conducts some inspections, but our department handles the permits.

Mr. Johnson suggests we work with the Fire Department to schedule the buildings for a training exercise. Mr. Johnson suggested sending another letter to property owners in the targeted area stating the amount (\$80,000) we would pay for their property.

Mr. Williams agreed the price points must be close to the \$80,000 target amount. This is the value we need to stay near.

Mr. Butler also agreed that the negotiations should definitely start at the \$80,000 price point. This would leave room for negotiations.

Ms. Marks asked what other units have been selling for in the area. I assume the assessed value has been going down. Mr. Khaligian said unfortunately the properties are only assessed every other year.

At this time Mr. Johnson recognized Alderman Kennedy.

Alderman Anthony Kennedy, 4223 29th Avenue, Alderman of the District, questioned the phases and then received explanation of Phase I and Phase II of the project.

Alderman Kennedy said he would like to see the buildings torn down as soon as possible after purchase to prevent the gang activity in the area. Alderman Kennedy is not opposed to the Fire Department using the building for practice, but just conduct the training as soon as possible. Alderman Kennedy also suggested if we are unable to obtain properties in Phase I or Phase II at our designated price point, we could contact the Police Department for a report of the Call for Services in that area. We could target the properties that are repeat offenders.

Mr. Johnson said he has also contacted the Police Department for that type of information. They can measure the calls in the area, but it is not address specific.

Mr. Migrin suggested we invite the property owners of targeted properties to attend a meeting so we can have discussion and come to an agreement. Mr. Khaligian said two or three properties we are targeting have been listed, maybe Michelle Volkmar, our real estate agent, can come to an agreement.

Mr. Williams asked if the same property owner has the three properties, where two are listed. Maybe we can make a deal if we purchase all three properties.

Staff will contact Michelle Volkmar to ask her opinion on what amount the Authority should be offering.

Public Comments

Alderman Kennedy will be promoting the repairs of fences between 36th Avenue and 37th Avenue. The repaired fences will stop the foot traffic between the units. The properties on 36th Avenue are falling into poor condition. Alderman Kennedy is making numerous calls to the property maintenance and code enforcement areas to clean up these properties.

Authority Comments

No Authority comments.

Staff Comments

Jeff Labahn, Director, said the position for a Executive Director of the Downtown Area has been posted. We will hopefully have the position filled by May.

A motion was made by Mr. Butler and seconded by Mr. Williams to adjourn the meeting. The motion passed. (Ayes 4; Noes 0) The meeting adjourned at 5:50 p.m.

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

<i>Community Development Division 625 52nd Street – Room 308 262.653.4030</i>	<i>Redevelopment Authority of the City of Kenosha Fact Sheet</i>	<i>April 16, 2013 5:00 p.m.</i>	<i>Item 1</i>
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Financial Report for March 31, 2013

LOCATION:

N/A

NOTIFICATIONS/PROCEDURES:

N/A

ANALYSIS:

- Attached is the Financial Report for the period ending March 31, 2013
- The report includes the:
 - 1) Balance Sheet – A statement of revenues, expenditures and changes in fund balance.
 - 2) Statement of Authorizations and Expenditures
 - 3) List of holdings - a list of anticipated expenditures.
 - 4) Two (2) maps indicating properties owned or assembled by the Redevelopment Authority

RECOMMENDATION:

A recommendation is made to receive and file the Financial Report.



A. Zohrab Khaligian, Community Development Specialist



Jeffrey B. Labahn, Director

**Redevelopment Authority Balance Sheet
For The Period Ended March 31, 2013**

<u>ASSETS</u>	Redevelopment Authority (Fund 461)
Cash	-\$87,347
Total Assets	-\$87,347

<u>LIABILITIES</u>	
Escrow	\$0
Total Liabilities	\$0

<u>FUND BALANCES</u>	
Resv for Encumbrances**	\$12,948
Fund Balance:	
Capital Improvement Program	-\$100,295
Program Income	\$0
Total Fund Balance	-\$87,347
Total Liabilities & Fund Balance	-\$87,347

** Azarian Wrecking LLC PO 130454	12,020
** Malsack, J PO 121217	928
Total Encumbrances	<u>\$12,948</u>



Redevelopment Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
For The Period Ended March 31, 2013

	<u>Redevelopment Authority</u> <u>(Fund 461)</u>	<u>Redevelopment Authority</u> <u>(Fund 461)</u>
	<u>Current Month</u>	<u>Year to</u> <u>Date</u>
<u>Revenues and Other Sources</u>		
Miscellaneous Revenue	\$100	\$100
Grant Revenue	\$0	\$0
Interest Income	\$0	\$0
Note Proceeds	\$0	\$0
Interfund transfer in	\$0	\$0
	<u>\$100</u>	<u>\$100</u>
<u>Expenditures and Other Uses</u>		
Expenditures**	<u>\$53,339</u>	<u>\$332,331</u>
Total Expenditures	<u>\$53,339</u>	<u>\$332,331</u>
Revenues over (under) Expenditures	(53,239)	(332,231)
Fund Balance -- 12/31/12 Unaudited		<u>\$244,884</u>
Fund Balance -- 3/31/13		<u><u>-\$87,347</u></u>

** Expenditure amounts do not include encumbrances.

**Redevelopment Authority
2013 Expenditures**

<u>Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Function</u>	<u>Amount</u>	<u>Total</u>
January					
01/09/13	123724	Malsack, J	4804 37AV-Graffiti	40.00	
01/09/13	123706	WE Energies	#2 11/19-12/20	470.52	
01/18/13	124526	KWU	#5 1/13 water/strm	36.18	
01/18/13	124566	Knight Barry Title	Acq 4717 36 th AV	78,970.75	
01/25/13	124992	Landmark Title Corp.	Acq 4810 37 th AV	114,690.18	
		Total January		194,207.63	
		Total thru January			194,207.63
February					
02/06/13	125532	WE Energies	4717 36 AV-GAS RMVL	1,024.00	
02/07/13	125612	Malsack, J	1/13 add'l 36av	62.70	
02/07/13	125612	Malsack, J	1/13 prpsl b-snow	1,075.40	
02/08/13	125572	WE Energies	#6 12/20-01/24	913.48	
02/08/13	125572	WE Energies	#6 12/20-01/24	408.71	
02/13/13	125739	WE Energies	4810 37AV	1,004.00	
02/15/13	125884	KNIGHT BARY TITLE I	ACQ 4723 36TH AVE	79,702.25	
02/20/13	126001	KWU	11-12/12 STORMWATER	476.82	
02/15/13	125843	KWU	1006 52ND ST -SWU	5.56	
02/15/13	125843	KWU	1102 52ND ST-WUS	56.44	
02/15/13	125843	KWU	5016 SHER RD-SWU	8.74	
02/15/13	125843	KWU	8TH AVE - SWU	34.18	
02/15/13	125843	KWU	5200 8TH AVE-SWU	12.98	
		Total February		84,785.26	
		Total thru February			278,992.89
March					
03/07/13	126551	Malsack, J	2/13 add'l 36av	130.62	
03/07/13	126551	Malsack, J	2/13 prpsl b-snow	1,075.40	
03/19/13	126853	Azarian Wrecking LLC	4702 36 th Ave	15,000.00	
03/19/13	126853	Azarian Wrecking LLC	4628 37 th Ave	15,000.00	
03/19/13	126853	Azarian Wrecking LLC	4804 37 th Ave	15,000.00	
03/20/13	126805	KWU	#5 3/13 WATER STRM	37.12	
03/06/13	126402	WE Energies	#10 1/24-2/24	1,753.57	
03/15/13	126688	WE Energies	4717 36TH AVE-UTILS	13.41	
03/15/13	126692	KWU	4628 37AVE-SWU	33.82	
03/15/13	126692	KWU	4804 37AV-SWU	34.92	
03/15/13	126692	KWU	4720 35AVE-SWU	9.93	
03/15/13	126692	KWU	4908 37AVE-UTILS	29.33	
03/15/13	126685	KWU	12-01/13 STORMWATER	201.21	
03/22/13	126891	WE Energies	4717 36 AV-E-UTILS	20.25	
03/28/13	127067	WE Energies	4723 36 AV-GAS RML	689.00	
03/27/13	127048	PROFESSIONAL SERVICE	2/13-CD ASBESTOS	4,310.00	
		Total March		53,338.58	

**Redevelopment Authority
2013 Expenditures**

<u>Date</u>	<u>Check #</u>	<u>Vendor</u>	<u>Function</u>	<u>Amount</u>	<u>Total</u>
		<i>Total thru March</i>			332,331.47

Redevelopment Authority
Supplemental Statement of Authorizations, Expenditures and Encumbrances
Balance of Authorizations
For The Period Ended March 31, 2013

	Redevelopment Authority (Fund 461)			
	2009	2010	2012	2013
<u>Authorization</u>				
Miscellaneous Acquisitions	\$225,000	\$225,000	\$0	\$0
Property Maintenance	\$0	\$0	\$12,000	\$12,000
Foreclosure Acquisition	\$0	\$0	\$100,000	\$0
Fourplex Acquisition	\$0	\$0	\$250,000	\$0
Planned Acquisition	\$0	\$0	\$0	\$400,000
Total *	\$225,000	\$225,000	\$362,000	\$412,000
<u>Misc. Acquisition Expenditures/Encumbrances</u>				
2010 - Through 12/31/10	\$225,000	\$107,012	n/a	n/a
2011 - Through 12/31/11	\$0	\$83,980	n/a	n/a
2012 - Through 12/31/12	\$0	\$34,002	n/a	n/a
2013 - Through 12/31/13	\$0	\$0	n/a	n/a
Total Miscellaneous Acquisition Expenditures/Encumbrances	\$225,000	\$224,994	n/a	n/a
<u>Property Maintenance Expenditures/Encumbrances</u>				
2012 - Through 12/31/12	n/a	n/a	\$8,036	\$0
2013 - Through 12/31/13	n/a	n/a	\$3,937	\$3,932
Total Property Maintenance Expenditures	n/a	n/a	\$11,973	\$3,932
<u>Foreclosure Acquisitions Expenditures/encumbrances</u>				
2012 - Through 12/31/12	n/a	n/a	\$0	n/a
2013 - Through 12/31/13	n/a	n/a	\$78,971	n/a
Total Foreclosure Acquisitions Expenditures	n/a	n/a	\$78,971	n/a
<u>Fourplex Acquisitions Expenditures/Encumbrances</u>				
2012 - Through 12/31/12	n/a	n/a	\$109,088	n/a
2013 - Through 12/31/13	n/a	n/a	\$138,751	n/a
Total Fourplex Acquisitions Expenditures	n/a	n/a	\$247,839	n/a
<u>Planned Acquisitions Expenditures/Encumbrances</u>				
2013 - Through 12/31/13	n/a	n/a	n/a	\$119,690
Total Planned Acquisitions Expenditures	n/a	n/a	n/a	\$119,690
 Balance – Current	 \$0	 \$6	 \$23,217	 \$288,378

* These amounts were authorized in the Capital Improvement Program

**KRA Holdings to Date as Requested by the Chairman
As of March 31, 2013**

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
02/14/13	Lund	4723 36th Avenue	09-222-36-226-016	\$79,702.25	\$80,391.25
01/15/13	Lund	4717 36th Avenue	09-222-36-226-015	\$78,970.75	\$82,218.41
01/25/13	Lentz Partners	4810 37th Avenue	09-222-36-230-014	\$114,690.18	\$117,814.18
05/09/12	Lentz Partners	4804 37th Avenue	09-222-36-230-015	\$123,798.31	\$143,831.68
10/28/10	Knight Barry	4702 36th Avenue	09-222-36-227-028	\$135,080.00	\$152,755.63
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	Maffioli	5016 Sheridan 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	laquinta	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
		1021 46th Street	12-223-31-130-003		\$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
08/29/97	Haarstick	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

**KRA Holdings to Date as Requested by the Chairman
As of March 31, 2013**

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
				\$3,366,587.40	\$3,960,045.67
		SUBTOTAL			

**Other Properties
As of March 31, 2013**

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	\$80,476.56
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	\$2,210,429.29
GRAND TOTAL				\$5,237,975.96	\$6,170,474.96

**Properties Previously Owned by Redevelopment Authority
As of March 31, 2013**

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	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	\$85,581.58
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 March 31, 2013**

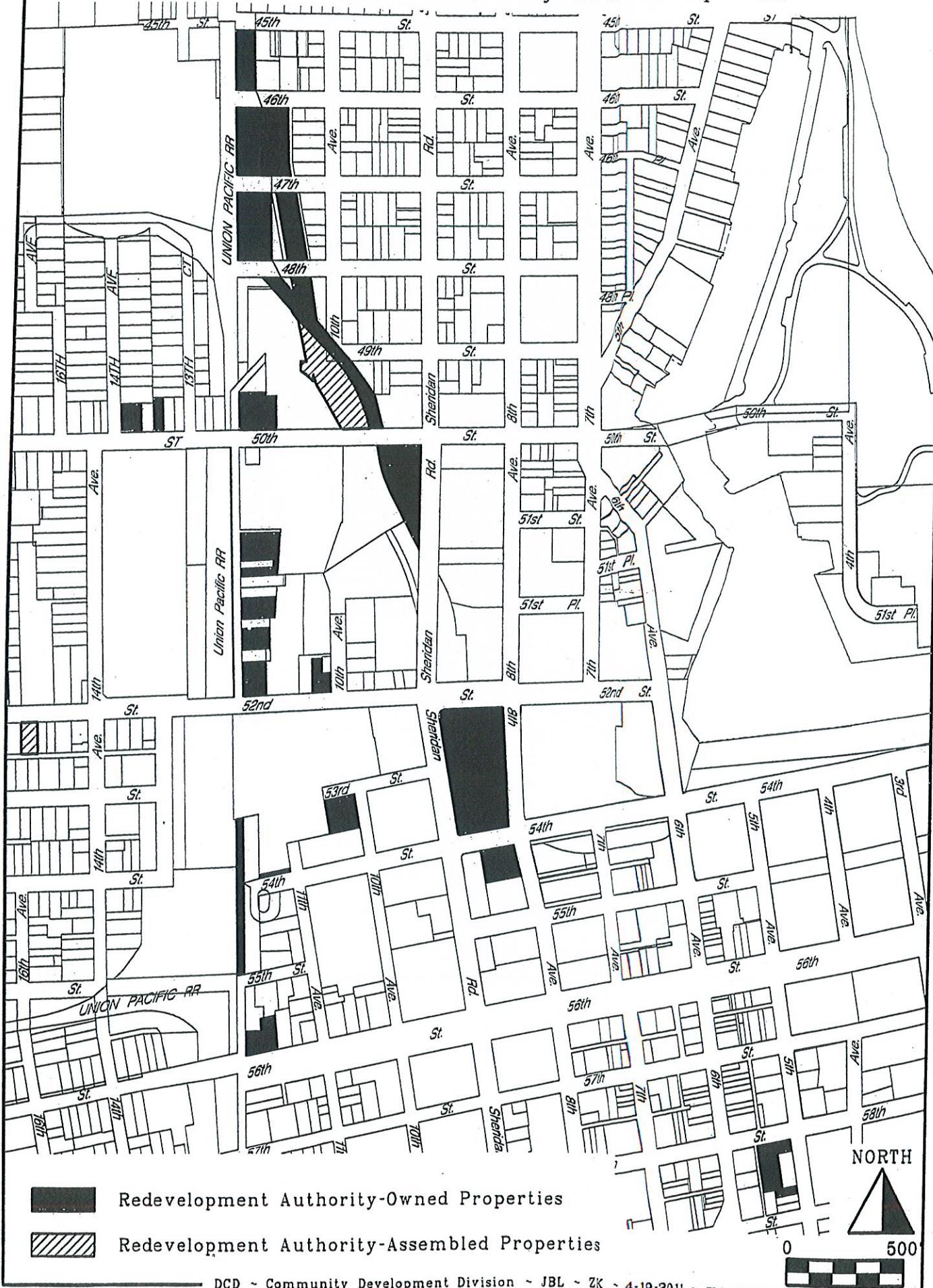
Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
08/28/09	Smith (Transferred to Boys & Girls Club)	1343 50th Street	12-223-31-276-003	\$73,715.00	\$98,154.51
12/31/97	Warehouse (Transferred to Boys & Girls Club)	1347 50th Street	12-223-31-276-004	\$30,000.00	\$40,009.16
TOTAL				\$1,120,689.42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

**KRA Anticipated Expenditures
As of March 31, 2013**

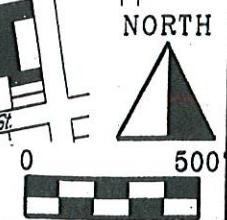
Property	Address	Tax Key No.	Activity	Anticipated Costs
Knight Barry Wells Fargo	4702 36th Avenue	09-222-36-337-028	Demolition	\$5,000.00
	4628 37th Avenue	09-222-36-228-012	Demolition	\$5,000.00
Lentz Partners	4804 37th Avenue	09-222-36-230-015	Demolition	\$5,000.00
Lentz Partners	4810 37th Avenue	09-222-36-230-014	Demolition	\$25,000.00
Lund Lund	4717 36th Avenue	09-222-36-226-015	Demolition	\$25,000.00
	4723 36th Avenue	09-222-36-226-016	Demolition	\$25,000.00
TOTAL				\$90,000.00

CITY OF KENOSHA

Redevelopment Authority-Owned Properties



- Redevelopment Authority-Owned Properties
- Redevelopment Authority-Assembled Properties

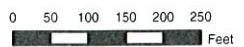


City of Kenosha

Redevelopment Authority-Owned Properties in the Wilson Neighborhood



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



<p>Community Development Division 625 52nd Street – Room 204 262.653.4030</p>	<p>Redevelopment Authority of the City of Kenosha Fact Sheet</p>	<p>April 16, 2013 5:00 p.m.</p>	<p>Item 2</p>
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Parking Lot Lease Agreement By and Between the Kenosha Transit Commission and Baytree National Bank & Trust Company. (District #2)

LOCATION:

5802 5th Avenue and 515 58th Street

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Schwartz, has been notified. This item will also be reviewed by the Finance Committee before final approval by the Common Council.

ANALYSIS:

- Attached is the parking lot sub-lease agreement between the Transit Commission and Baytree National Bank & Trust Company, the new owners of Virginia Towers. The sub-lease includes the two (2) parcels owned by the Redevelopment Authority that were included in the Authority's parking lot lease that was executed with the Transit Commission last month.
- The sub-lease allows Baytree to use four (4) parking spaces in the parking lot until the end of 2027 with the ability to extend the lease until 2030. The term of the Redevelopment Authority's lease with Transit is until 2038.
- With regard to the rest of the sub-lease, it is similar to the parking lot lease between the Redevelopment Authority and Transit Commission including Baytree carrying an insurance policy of the type and with limits as required by the City and Redevelopment Authority.
- **PLEASE NOTE:** It was mistakenly reported that the lease between the Redevelopment Authority and Transit Commission can be terminated prior to the end of the 25 year term. The lease can only be terminated early due to a breach. However, should a development opportunity arise, the Redevelopment Authority and City would coordinate their efforts as they have done in the past by either the City transferring their parcel to the Redevelopment Authority or the Redevelopment Authority transferring their parcels to the City, and the Transit Commission transferring their sub-lease with Baytree to an adjacent City-owned parking lot.

RECOMMENDATION:

A recommendation is made to approve the Parking Lot Lease Agreement By and Between the Redevelopment Authority of the City of Kenosha and Kenosha Transit Commission.


A. Zohrab Khaligian, Community Development Specialist


Jeffrey B. Labahn, Director

PARKING LOT LEASE AGREEMENT

By And Between

**THE KENOSHA TRANSIT COMMISSION
OF THE CITY OF KENOSHA, WISCONSIN**

And

BAYTREE NATIONAL BANK & TRUST COMPANY,

THIS LEASE AGREEMENT, Made and entered into by and between the KENOSHA TRANSIT COMMISSION of THE CITY OF KENOSHA, WISCONSIN, duly organized and existing under the laws of the State of Wisconsin, with offices located at 4303 – 39th Avenue, Kenosha, Wisconsin 53142, hereinafter referred to as "CITY", and BAYTREE NATIONAL BANK & TRUST COMPANY, a national banking association, duly organized and existing under the laws of the State of Illinois, with offices located at 664 North Western Avenue, Lake Forest, IL 60045, and all assignees of BAYTREE NATIONAL BANK & TRUST COMPANY's interest in this Lease, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

WHEREAS, the CITY owns a certain parcel of real estate located at the corner of 5th Avenue and 58th Street in the City of Kenosha, Wisconsin, identified as Parcel Nos. 12-223-31-488-001, 12-223-31-488-002, and 12-223-31-488-010; upon which there exists a paved and landscaped parking lot consisting of 62 parking spaces; and,

WHEREAS, LESSEE has requested to lease and utilize four (4) parking spaces within said paved parking lot; and,

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

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

ARTICLE 1 – PREMISES AND USE

1.1 LEASED PREMISES. CITY does hereby lease, let, and demise to LESSEE four (4) parking spaces in a paved and landscaped parking lot located at the corner of 4th Avenue and 58th Street, Kenosha, Wisconsin, which is shown on Exhibit "A", attached hereto and incorporated herein by reference. The four (4) parking spaces are hereinafter referred to as "PREMISES".

1.2 USE. LESSEE may occupy and use said four parking spaces comprising the PREMISES for the purpose of a parking lot, and for no other purpose whatsoever.

ARTICLE 2 – TERM

2.1 TERM AND POSSESSION. The term of this Lease, subject to early termination as hereinafter provided, shall commence on the date of execution through December 31, 2027, hereinafter referred to as "TERM". LESSEE shall have the option to extend the initial TERM for an additional

three years commencing January 1, 2028 and ending December 31, 2030, upon the terms and conditions stated in this Lease provided **LESSEE** notifies **CITY** in writing at least ninety (90) days prior to the expiration of the initial **TERM** of **LESSEE**'s election to extend the Lease and further provided that **LESSEE** is not in default of any of its obligations under this Lease.

2.2 EARLY TERMINATION. Either party may terminate this Lease should there be a material breach thereof by the other, which breach is not cured within a reasonable time following written notice thereof with a demand of curative action.

2.3 LESSEE'S RIGHTS UPON TERMINATION. Upon termination of this Lease, **LESSEE** may remove its personal property to which title has not passed to **CITY**, upon the condition that it be responsible for any damage to **PREMISES** occurring in the course of such removal.

ARTICLE 3 – FINANCIAL CONSIDERATION

FINANCIAL CONSIDERATION. **LESSEE** agrees to pay to **CITY**, for use and occupancy of **PREMISES**, as due consideration for the initial Term of this Lease, the non-refundable sum of ten thousand dollars (\$10,000), payable in one lump sum at the time of execution of the lease by **LESSEE**. 1. In the event **LESSEE** exercises the option to extend the initial **TERM** for an additional three years, **LESSEE** agrees to pay to **CITY** as due consideration for the extension of this Lease, the non-refundable sum of three thousand dollars (\$3,000), payable in one lump sum at the time **LESSEE** exercises the option to extend the initial **TERM** of this Lease. The financial consideration is a component of the full consideration for the lease, which full consideration also includes all other responsibilities of **LESSEE** that are articulated herein.

ARTICLE 4 - UTILITIES

LESSEE shall be responsible for payment of electric utility charges pertaining to said **PREMISES**.

ARTICLE 5 - IMPROVEMENTS

LESSEE may not make any improvements on the **PREMISES**.

ARTICLE 6 - CARE, MAINTENANCE AND REPAIR OF PREMISES

6.1 LESSEE'S RESPONSIBILITY. **LESSEE** shall at all times, be responsible for the care, maintenance and repair of **PREMISES**, including all improvements thereon, whether such work be ordinary, extraordinary, structural or otherwise, arising from any cause, and of any nature, all to be performed in a good and workmanlike manner, and in accordance with the provisions of this Lease. **LESSEE** shall, at all times:

6.1.1 Keep **PREMISES**, improvements and personal property thereon, in a clean, neat and sanitary condition.

6.1.2 Maintain improvements and landscaping, and perform all repair work in accordance with Federal, State and local laws, rules and regulations, upon receipt of permits and governmental approvals, where required.

6.1.3 Be responsible for snow removal from said **PREMISES**.

6.1.4 Be responsible for any environmental cleanup required by any act or omission of **LESSEE** or its employees, invitees or agents or arising out of its operations on **PREMISES**.

6.1.5 Be responsible for complying with all federal, state, or local laws with respect to maintenance of the **PREMISES** as a parking lot.

ARTICLE 7 - TAXES AND STORMWATER UTILITY FEES.

As the **PREMISES** are currently exempt from real estate taxation, the **LESSEE** shall pay when due any and all lawful taxes, license, certification, permit, examination and use fees, and excise taxes, including real estate and personal property taxes, from which **LESSEE** is not exempt under State law or municipal ordinances, which may be assessed, levied, exacted or imposed on the **PREMISES** or the **LESSEE'S** operation hereunder, and shall make all applications, reports and returns required in connection therewith. On the basis of the ratio of the area of the leased four parking spaces to the area of the total parking spaces, the **LESSEE** shall pay when due the prorated stormwater management fees imposed on the **PREMISES**.

ARTICLE 8 - INSURANCE

The **LESSEE** shall procure and maintain, during the **TERM** of this Lease and any renewals or extensions thereof, insurance policies, hereinafter specified. Said policies must be issued by an insurance company or companies licensed to do business in the State of Wisconsin. The **LESSEE**, prior to executing this Lease, shall furnish a Certificate of Insurance indicating compliance with the foregoing, including the naming of the **CITY** as an "additional insured", and proof of payment of all premiums to the **CITY** for approval. At least ten (10) days before the expiration date of any insurance policy required by this Article 8, the **LESSEE** shall deliver to the City Clerk/Treasurer a copy of the renewal policy. Within thirty (30) days after the premium on any insurance policy becomes due and payable the **LESSEE** shall provide satisfactory evidence of its payment to the City Clerk/Treasurer. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the City Clerk/Treasurer will be notified, in writing, by the insurer at least thirty (30) days before any cancellation or change takes effect. If for any reason, the insurance coverage required by this Article 8 lapses, the lapse shall be considered a material breach of this Lease thereby subjecting this Lease to termination pursuant to Article 22. Certificates of policy renewals shall be furnished to the City Clerk/Treasurer throughout the **TERM** of this Lease or any renewals or extensions thereof. The **CITY** reserves the right to reasonably increase the minimum liability insurance requirements set forth herein upon furnishing sixty (60) days advance, written notice to the **LESSEE**, and the **LESSEE** shall comply with said request, upon being given such advance written notice thereof or be considered in material breach of this Lease. Should the **LESSEE** fail to furnish, deliver and maintain such insurance coverage as above provided, the **CITY** may obtain such insurance coverage and charge the **LESSEE** for the cost of such insurance coverage plus all appropriate administrative charges and incidental expenses associated with the transaction. The failure of the **LESSEE** to pay any such sums upon demand shall be considered a material breach of this Lease. The failure of the **LESSEE** to take out and/or maintain the required insurance shall not relieve the **LESSEE** from any liability under this Lease. The insurance requirements shall not be construed to conflict with the obligations of the **LESSEE** in Article 17.

The Commercial General Liability and the Automobile Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, such deductible or self-insured retention cannot exceed \$5,000.00. If the Automobile Liability insurance coverage policy has a deductible or self-insured retention, such deductible or self-insured retention cannot exceed \$1,500.00 per person or per accident.

The following minimum insurance coverages must be in effect and continue in effect during the **TERM** of this Lease or any renewal or extension thereof:

- A. Commercial General Liability in the amount of:
 - \$2,000,000.00 Each Occurrence
 - \$5,000,000.00 General Aggregate

- B. Automobile Liability (any auto) in the amount of:
 - \$1,000,000.00 Bodily Injury (per person)
 - \$3,000,000.00 Bodily Injury (per accident)
 - \$ 500,000.00 Property Damage (per accident)

OR

\$3,000,000.00 Combined Single Limit (each accident)

- C. Worker's Compensation: Statutory Limits as they may change from time to time. At the time of execution, the limits include:
 - Employer's Liability
 - \$100,000.00 Each Accident
 - \$100,000.00 Disease, Each Employee
 - \$500,000.00 Disease, Policy Limit

- D. Umbrella Liability
 - \$5,000,000.00 Each Occurrence
 - \$5,000,000.00 Aggregate

ARTICLE 9 - ACCESS TO PREMISES

LESSEE agrees to and shall permit **CITY** to send its representatives and employees onto **PREMISES** and improvements thereon, for the purpose of inspection and maintenance thereof. In nonemergency situations, **LESSEE** shall be provided with reasonable, advance notice of such activities by **CITY** if **LESSEE** is available to receive such notice.

ARTICLE 10- SIGNS

LESSEE may place space-identification signs that designate that the four (4) leased spaces are reserved. The space-identification signs may bear additional information regarding the means of enforcement. Space-identification signs must be approved by the Director of Public Works before being placed on the **PREMISES**. Space-identification signs must be maintained in a state of good repair and in compliance with applicable laws. **LESSEE** may not place, erect, or maintain any other signs on the **PREMISES** without the prior and continuing approval of the Director of Public Works.

The **CITY** may place signs on the **PREMISES** but only in a manner that does not materially affect the **LESSEE**'s use of the four (4) leased parking spaces.

ARTICLE 11 - ASSIGNMENT/SUBLEASE

LESSEE may not assign or sublease any or all of its leased four parking spaces comprising the **PREMISES** without permission of **CITY**. The previous sentence notwithstanding, **LESSEE** is authorized to assign this Lease, with all of **LESSEE**'s rights and responsibilities, to JNB Badger North,

LP, a Wisconsin limited partnership as assignee without further permission from the CITY provided that such assignee accepts, assumes, and undertakes all of the obligations of the LESSEE to the CITY, and provided that BAYTREE NATIONAL BANK & TRUST COMPANY provide the CITY with a copy of the executed assignment with JNB Badger North, LP., which executed assignment includes acknowledgment of such acceptance, assumption, and undertaking and includes contact information for JNB Badger North, LP. to allow for notices required pursuant to Article 3231. An unauthorized assignment or sublease shall render this Lease null and void, at the option of CITY.

ARTICLE 12 - GOVERNMENTAL REQUIREMENTS

COMPLIANCE WITH LAW. LESSEE, with respect to the operation and maintenance of PREMISES, agrees to observe and obey any and all State and CITY laws, rules, regulations and ordinances, as they now exist and as they may be enacted or amended in the future, and with every lawful order given by any public officer pursuant thereto, and to require its officers, agents, employees, contractors, and suppliers to observe and obey the same.

ARTICLE 13 - QUIET ENJOYMENT

CITY covenants and agrees, so long as LESSEE shall duly and punctually perform and observe all the terms and conditions hereof, that LESSEE shall peaceably and quietly have, hold and enjoy the four leased parking spaces comprising the PREMISES, subject to the right of CITY to inspect PREMISES, and exercise other rights provided and reserved to it herein.

ARTICLE 14 - NATURAL DISASTER

LESSEE'S obligations during the term of the Lease shall neither abate nor be suspended by virtue of any damage to PREMISES or improvements resulting from any natural disaster, unless LESSEE elects to terminate this Lease upon thirty (30) days advance, written notice.

ARTICLE 15 - SUITABILITY FOR PURPOSE

Upon execution of this Lease, the LESSEE shall be deemed to have accepted the PREMISES "as is" and suitable for the LESSEE's intended purposes, subject to the use limitations and obligations imposed on the LESSEE by this Lease.

ARTICLE 16 - INTERRUPTION IN USE OR ENJOYMENT

CITY shall not be liable to LESSEE for money damages arising out of any interruption in LESSEE'S use or enjoyment of the four leased parking spaces comprising the PREMISES by reason of any physical damage to or destruction of PREMISES.

ARTICLE 17 - INDEMNITY AND HOLD HARMLESS

LESSEE does hereby agree that it will indemnify, defend and hold harmless CITY, and its officers, agents and employees against any and all claims, liability, loss, charges, damages, costs, judgments, settlement expenses and attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring on PREMISES or as a result of any operations, works, acts or omissions performed on PREMISES by LESSEE, its officers, employees, contractors, subcontractors, independent contractors, agents, invitees or permitted users, or resulting from LESSEE'S failure to perform or observe any of the terms, covenants and conditions of this Lease, or resulting from any conditions of PREMISES or improvements thereon by reason of any of which any person suffers

personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses, or attorney's fees caused or resulting from the acts or omissions of CITY, or any of its officers, agents or employees. Upon the filing with CITY of a claim for damages arising out of any incident(s) which LESSEE herein agrees to indemnify, defend and hold CITY and others harmless, CITY shall notify LESSEE of such claim, and in the event that LESSEE does not pay, settle or compromise such claim, then the LESSEE shall undertake the legal defense of such claim both on behalf of LESSEE and CITY. It is specifically agreed, however, that CITY, at its own cost and expense, may participate in the legal defense of any such claim, but shall have no right to control settlement under circumstances wherein the full amount of the settlement shall be paid by LESSEE and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against CITY, or its officers, agents, or employees for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount of damages. This provision shall survive expiration or termination of this Lease to the extent necessary to effectuate its purpose.

ARTICLE 18 - SANITATION - STORAGE

LESSEE shall not permit any unattractive or unsanitary accumulation of trash, garbage, refuse, debris or litter on PREMISES, or any portion of building or lot. The piling of boxes, cartons, drums, cans, parts or other similar items outside of buildings is prohibited.

ARTICLE 19 - BENEFITS

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

ARTICLE 20 - NONWAIVER OF RIGHTS

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

ARTICLE 21 - NONDISCRIMINATION

LESSEE, as a part of the consideration hereof, does hereby covenant, as a covenant running with the land, and agree that no person shall be subject to discrimination in the use of PREMISES contrary to any Federal, State or CITY law, rule, regulation or ordinance.

ARTICLE 22 - FAILURE TO OBSERVE TERMS OF LEASE

Failure on the part of LESSEE to pay any of the sums due and owing under the terms and conditions of this Lease or to observe any of the other terms and conditions of this Lease shall be considered a material breach of this Lease thereby subjecting this Lease to termination. Prior to termination of this Lease as provided for under this Article 22, the LESSEE shall have thirty (30) days following its receipt of written notice from CITY to pay any of the sums due and owing under the terms and conditions of this Lease or to cure any other breach of the terms and conditions of this Lease. In the event the breach of this Lease cannot be reasonably cured within said thirty (30) day period, the time to cure shall be extended for such additional time as may be necessary to cure the breach, but in no event shall such time be extended more than sixty (60) days. In the event LESSEE fails to cure any breach within the time provided, CITY, in addition to all other rights and remedies available to CITY at law, in equity or by other provisions of this Lease, may terminate this Lease, enter the PREMISES and remove all persons and property, and CITY shall not be liable for damages or otherwise by reason of such re-

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

ARTICLE 23 - INTEGRATION

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

ARTICLE 24 - CONSTRUCTION/SEVERABILITY

This Lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provision herein contained that it is held to be unlawful, invalid or unenforceable by any court of competent jurisdiction shall be considered deleted from this Lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice CITY or LESSEE in its respective rights and obligations contained in the valid remaining covenants, conditions, or provisions of this Lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

ARTICLE 25 - TIME OF THE ESSENCE

Time is of the essence in each and every provision of this Lease.

ARTICLE 26 - APPROVALS

CITY approvals required hereunder shall not be unreasonably withheld.

ARTICLE 27- EFFECT OF BANKRUPTCY OR INSOLVENCY

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

27.2 EFFECT OF BANKRUPTCY. Without limiting the generality of the provisions of the preceding Article 27.1, the LESSEE agrees that in the event any proceedings under the Bankruptcy Act or any amendment thereto be commenced by or against the LESSEE and if against the LESSEE, such proceedings shall not be dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan or reorganization, or in the event the LESSEE is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceedings or action to which the LESSEE is a party, with authority to take possession or control of the PREMISES, the IMPROVEMENTS, and such receiver is not discharged within a period of one hundred twenty (120) days after appointment, any such event or any involuntary assignment prohibited by the provisions of the preceding Article 27.1 shall be deemed to constitute a breach of this Lease by the LESSEE and shall, at the election of the CITY, but not otherwise, without notice or entry or other action of the CITY terminate this Lease and also all rights of the LESSEE under this Lease in and to the PREMISES, the IMPROVEMENTS and also all rights of any and all persons and parties claiming under the LESSEE.

ARTICLE 28 - NONWAIVER OF RIGHTS

The failure of either party to insist upon strict performance of any of the terms, covenants

or conditions herein contained shall not be deemed a waiver of any subsequent breach or default.

ARTICLE 29 - FORCE MAJEURE

The failure or delay of any party to this Lease to perform any obligation under this Lease solely by reason of acts of God, acts of government, riots, wars, terrorism, civil insurrection or other acts of violence, embargoes, strikes, lockouts, violent demonstrations, accidents in transportation, port congestion, or other unforeseeable causes beyond its reasonable control ("Force Majeure") shall not be deemed to be a breach of this Lease; provided, however, that the party so prevented from complying with this Lease shall not have procured such Force Majeure, shall have used reasonable diligence to avoid such Force Majeure and ameliorate its effects, and shall continue to take all action within its power to comply as fully as possible with the terms of this Lease. Except where the nature of the event shall prevent it from doing so, the party suffering such Force Majeure shall notify the other party in writing within five (5) days after the occurrence of such Force Majeure and shall, in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch.

ARTICLE 30 - INFORMAL DISPUTE RESOLUTION

Prior to any parties taking action to terminate this Lease for reason of breach of the other party, the nonbreaching party shall offer to meet with the breaching party to resolve this issue within ten (10) days of the date of the written notice of breach. The failure of the breaching party to timely make themselves available for an informal dispute resolution meeting shall be deemed a waiver of this right.

ARTICLE 31 - NOTICE

Any notice required to be given in this Lease by any of the parties is to be by Certified Mail, with return receipt, or equivalent private delivery service, or by personal service. Notice to **CITY** shall be sent, delivered to or served upon the **City Clerk/Treasurer** for the City of Kenosha, at 625 - 52nd Street, Kenosha, Wisconsin 53140. Notice to **LESSEE** shall be sent, delivered to or served on **LESSEE** at 664 North Western Avenue, Lake Forest, IL 60045. Either party may designate a different address by delivering, sending or serving written notice of such change of address upon the other party.

ARTICLE 32 - CONSTRUCTION

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

Signatures on following pages

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

THE KENOSHA TRANSIT COMMISSION
OF THE CITY OF KENOSHA, WISCONSIN

BY: [Signature]
ERIC J. HAUGAARD, Chair
Date: 1-23-13

BY: [Signature]
RONALD IWEN,
Director of Transportation
Date: 1/23/13

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this 23 day of January, 2013, ERIC J. HAUGAARD, Chair of the KENOSHA TRANSIT COMMISSION, and RONALD IWEN, Director of Transportation of THE CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation, to me known to be such Transit Commission Chairman and Director of Transportation of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

[Signature]
Notary Public, Kenosha County, WI.
My Commission expires/is: 6/23/13



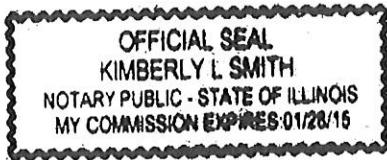
**BAYTREE NATIONAL BANK & TRUST
COMPANY,**
a national banking association

BY: *JM McGrath*
JAMES MCGRATH,
Executive Vice President

Date: 1/22/13

STATE OF ILLINOIS)
:SS.
LAKE COUNTY)

Personally came before me this 22 day of January, 2013, JAMES MCGRATH, Executive Vice President, of BAYTREE NATIONAL BANK & TRUST COMPANY, a national banking association, to me known to be such Executive Vice President of said national banking association, and acknowledged to me that he executed the foregoing instrument as such officer of said banking association, by its authority.

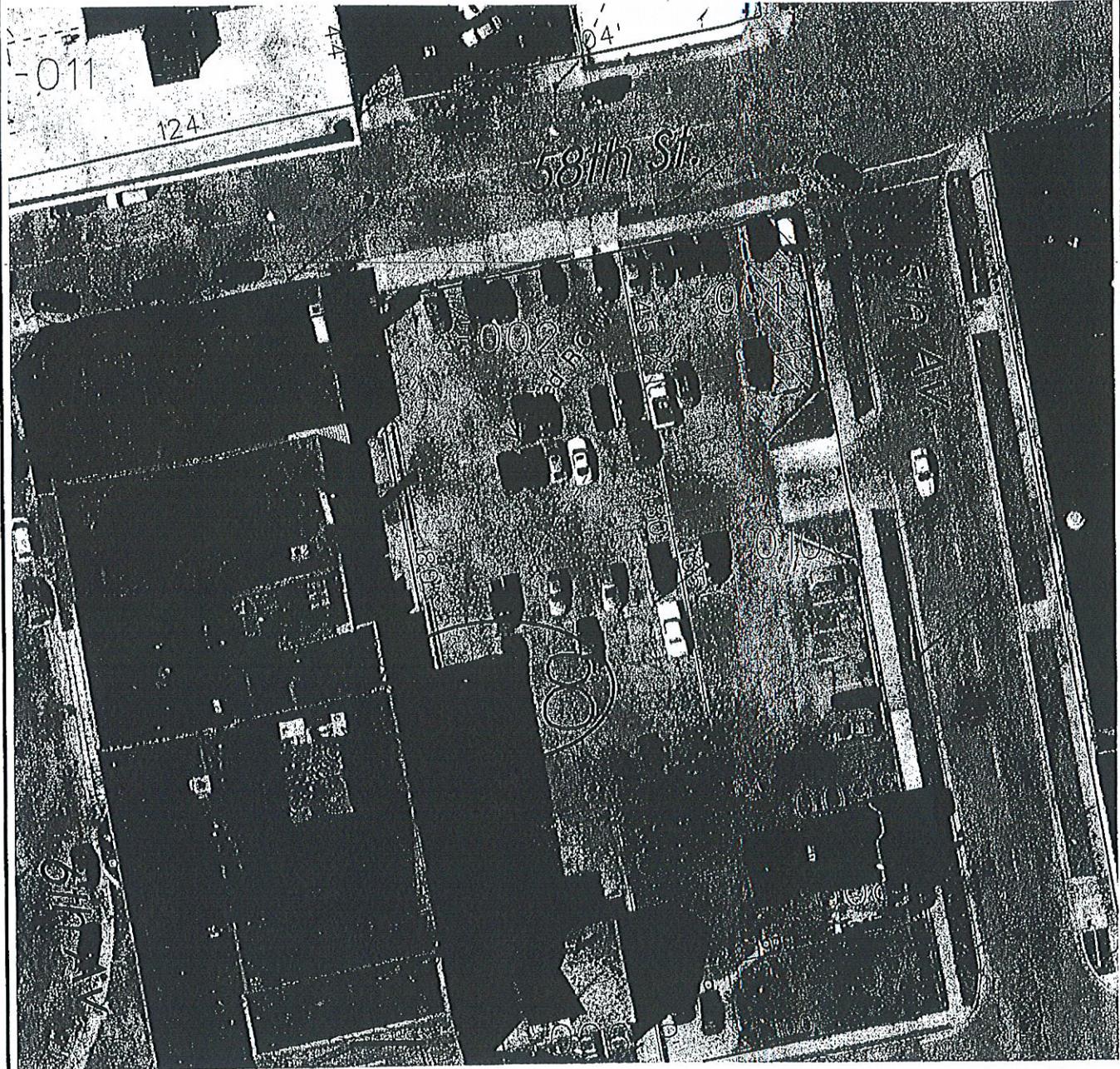


Kimberly L. Smith
Notary Public, LaGrange, WI. ILLINOIS
My Commission expires/is: 1/28/15

Drafted By:
EDWARD R. ANTARAMIAN,
City Attorney

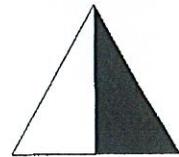
City of Kenosha

Exhibit "A"



Lot 16 - 4 spaces

NORTH



Community Development Division 625 52nd Street – Room 308 262.653.4030	Redevelopment Authority of the City of Kenosha Fact Sheet	April 16, 2013 5:00 p.m.	Item 3
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Discussion and update on the Wilson Redevelopment Project. (District #10)

LOCATION:

45th Street on the north, 35th Avenue on the east, 50th Street on the south and 38th Avenue on the west

NOTIFICATIONS/PROCEDURES:

The alderman of the district, Alderman Kennedy, has been notified.

ANALYSIS:

- At the last Redevelopment Authority meeting, Staff estimated the Authority has a fund balance of \$242,807 to assemble additional properties.
- Staff asked Michelle Volkmars, the City's real estate agent, for her opinion on what the Authority should offer to assemble additional four-unit apartments this year.
- With regard to distressed (.ie. short sales or foreclosures) four-unit apartments, Ms. Volkmars recommends offering no more than \$80,000 per property. This is based on the comparable sales in the Wilson area over the past year. However, as previously discussed, there are no potential short sales or foreclosures currently available in the Wilson area.
- With regard to four-unit apartments on 37th Avenue south of 48th Street, Ms. Volkmars pulled some multi-family comparables from the past year and located a bank owned four-unit apartment that sold for \$100,000 (after \$3500 in closing costs were paid out) at 4608 7th Avenue and a two-unit apartment that sold for \$125,000 at 4609 73rd Street. Ms. Volkmars noted that these comparables were very different. So, when determining value on a multi-family unit, Ms. Volkmars took into account the cash flow situation coupled with condition and most recent sold properties that are similar. With this being said, if a buyer is motivated to obtain a property, the buyer generally will dictate what they are willing to pay after the agent provides them with the comparables. In this case, Ms. Volkmars recommends trying to obtain additional four-unit apartments for \$100,000-\$105,000 or less. Some of these properties are currently listed for sale.
- Based on the Authority's desire to assemble two (2) additional four-unit apartments on 37th Avenue, south of 48th Street this year, the potential fund balance of \$242,807, the agent's recommendation to offer \$100,000-\$105,000 or less, and the new estimated cost of demolition of \$25,000, the Authority should not offer more than \$95,000.

RECOMMENDATION:

A recommendation is made to ask the City's real estate agent, Ms. Volkmars, to send letters to the owners of the four-unit apartments on 37th Avenue, South of 48th Street, announcing the Redevelopment Authority's offering price of \$95,000 and any property owner interested in selling at this price should respond to the letter.


A. Zohrab Khaligian, Community Development Specialist


Jeffrey B. Labahn, Director

City of Kenosha

Redevelopment Options Wilson Neighborhood



-  City-Owned Properties
-  Kenosha Housing Authority-Owned Properties
-  Redevelopment Authority-Owned Properties
-  Phase I
-  Phase II



WILSON REDEVELOPMENT PROJECT

Targeted Properties

Parcel Number	Name	O/T	U	Address	Land-Value	Bldg-Value	Total-Value	Acq. Price	Date	Acre	Mailing Address
230-011	Lentz Partners	T	4	4828-37 th Avenue	28000	86800	114800	150000	2009	0.18	6123 Green Bay Rd #210, Kenosha, WI 53142
230-012	Lentz Partners	T	4	4822-37 th Avenue	28000	86800	114800	150000	2009	0.18	6123 Green Bay Rd #210, Kenosha, WI 53142
230-013	Lentz Partners	T	4	4816-37 th Avenue	28000	86800	114800	150000	2009	0.18	6123 Green Bay Rd #210, Kenosha, WI 53142
231-001	Piyush Patel	T	4	3619-48 th Street	28000	102500	130500	185000	2008	0.19	515 Karey Court, Wilmette, IL 60091
231-002	Aryan Investments LLC	T	4	4811-37 th Avenue	28000	86800	114800	120000	2009	0.19	2616 22n Avenue, Kenosha, WI 53140
231-003	Tom & Suzanne Watring	T	4	4817-37 th Avenue	28000	86800	114800	150000	2009	0.19	4737 83 rd Street, Kenosha, WI 53142
231-006	Lentz Daniel & Associates LLC	T	4	4907-37 th Avenue	28000	86800	114800	150000	2009	0.19	6123 Green Bay Rd #210, Kenosha, WI 53142
231-008	Lentz Daniel & Associates LLC	T	4	4921-37 th Avenue	28000	86800	114800	150000	2009	0.19	6123 Green Bay Rd #210, Kenosha, WI 53142
231-009	Lentz Daniel & Associates LLC	T	4	3620-50 th Street	28000	112900	140900	150000	2009	0.19	6123 Green Bay Rd #210, Kenosha, WI 53142
					TOTAL		\$1,075,000				
						W/Demo	\$1,300,000				