

**Community Development Division
625 52nd Street – Room 204
262.653.4030**

***Redevelopment Authority
of the City of Kenosha
Agenda***

**Tuesday, April 22, 2014
5:00 p.m.**

*Katherine Marks - Chairperson and Bob Johnson - Vice Chairperson
Everett Butler, Eric Migrin, John Potente, Doug Williams*

Call to Order and Roll Call

Approval of Minutes from February 18, 2014

1. Financial Report for March 30, 2014
2. Parking Lot Lease Agreement by and between the Redevelopment Authority of the City of Kenosha and Kenosha Transit Commission. (District #2)
3. Parking Lot Sub-Lease by and between the Kenosha Transit Commission and the County of Kenosha. (District #2)
4. Wilson Redevelopment Project - Update

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
February 18, 2014

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

EXCUSED: Alderperson Michael Orth and Everett Butler

STAFF PRESENT: Zohrab Khaligian

The meeting was called to order at 5:00 p.m. by Ms. Marks and roll was taken.

A motion was made by Mr. Potente and seconded by Mr. Williams to approve the minutes of the December 17, 2013 meeting. The motion passed. (Ayes 4; Noes 0)

1. Financial Report for January 31, 2014

Zohrab Khaligian, Community Development Specialist, said the \$250,000 of funds for 2014 has not been updated yet.

Mr. Migrin arrived.

A motion was made by Mr. Potente and seconded by Mr. Johnson to Receive and File the Financial Statements. The motion passed. (Ayes 5, Noes 0)

2. Wilson Redevelopment Project Report. (District #10)

Mr. Khaligian said this report is an overview of the Authority's progress in the Wilson Neighborhood. The report shows a history of what properties were assessed and the properties purchased under assessed value.

Mr. Potente added that 5 years ago we thought it would cost approximately \$20 million to complete the project, now it may be closer to \$10 million. By purchasing the properties at a lower price, we are setting the market in the area.

A motion was made by Mr. Williams and seconded by Mr. Johnson to Receive and File the report. The motion passed. (Ayes 5, Noes 0)

3. Offer to Purchase property at 4816 37th Avenue. (District #10)

Mr. Khaligian said the property is being purchased from Lentz Partners. Of the four rentals, one is vacant, one tenant was moved to another rental property and the other two tenants were evicted. The sale's contingencies are included in the report.

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

Public Comments

No Public comments.

Authority Comments

Discussion was held regarding upcoming appointments to the Authority.

Staff Comments

Mr. Khaligian gave the Authority an update on a meeting with WHEDA regarding tax credits used to rehab a four-plex into a duplex. Mr. Khaligian will continue to work with WHEDA regarding tax credit assistance.

A motion was made by Mr. Williams and seconded by Mr. Johnson to adjourn the meeting. The motion passed. (Ayes 5; Noes 0) The meeting adjourned at 5:45 p.m.

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

Draft

Community Development Division 625 52nd Street ~ Room 308 262.653.4030	Redevelopment Authority of the City of Kenosha Fact Sheet	April 22, 2014 5:00 p.m.	Item 1
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Financial Report for March 30, 2014

LOCATION:

N/A

NOTIFICATIONS/PROCEDURES:

N/A

ANALYSIS:

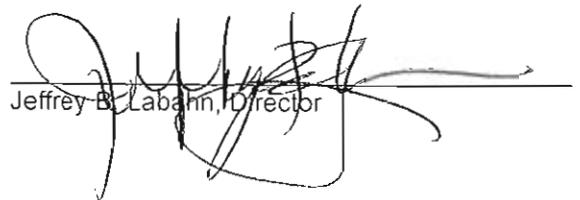
- Attached is the Financial Report for the period ending March 30, 2014
- The report includes the:
 - 1) Balance Sheet - A statement of revenues, expenditures and changes in fund balance.
 - 2) Statement of Authorizations and Expenditures
 - 3) List of holdings - list of anticipated expenditures.
 - 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

THE FOLLOWING REPORTS FOR MARCH 30, 2014 WILL BE PROVIDED AT THE MEETING:

- BALANCE SHEET
- STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
- SUPPLEMENTAL STATEMENT OF OPERATIONS, EXPENDITURES AND ENCUMBRANCES
- 2013 EXPENDITURES

**KRA Holdings to Date as Requested by the Chairman
As of March 31, 2014**

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
03/03/14	Lentz Partners	4816 37th Avenue	09-222-36-230-013	\$82,541.59	\$82,613.71
11/13/13	Alostar Bank	4627 37th Avenue	09-222-36-227-006	\$80,495.94	\$87,403.92
06/26/13	Watring	4817 37th Avenue	09-222-36-231-003	\$89,919.66	\$100,927.42
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	Piyush 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 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	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
		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

**KRA Holdings to Date as Requested by the Chairman
As of March 31, 2014**

Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
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				\$3,619,544.59	\$4,292,841.50

**Other Properties
As of March 31, 2014**

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 (Leased to City Transit)	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				\$5,490,933.15	\$6,507,731.79

**Properties Previously Owned by Redevelopment Authority
As of March 31, 2014**

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	6220 14th Avenue		\$88,600.00	\$88,600.00
07/30/93	Ebner (Transferred to Kenosha Community Health Center)	5802 Fifth Avenue	12-223-31-489-015	\$90,000.00	\$90,000.00
05/25/05	DOG Properties (Public parking lot transferred to City)	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, 2014**

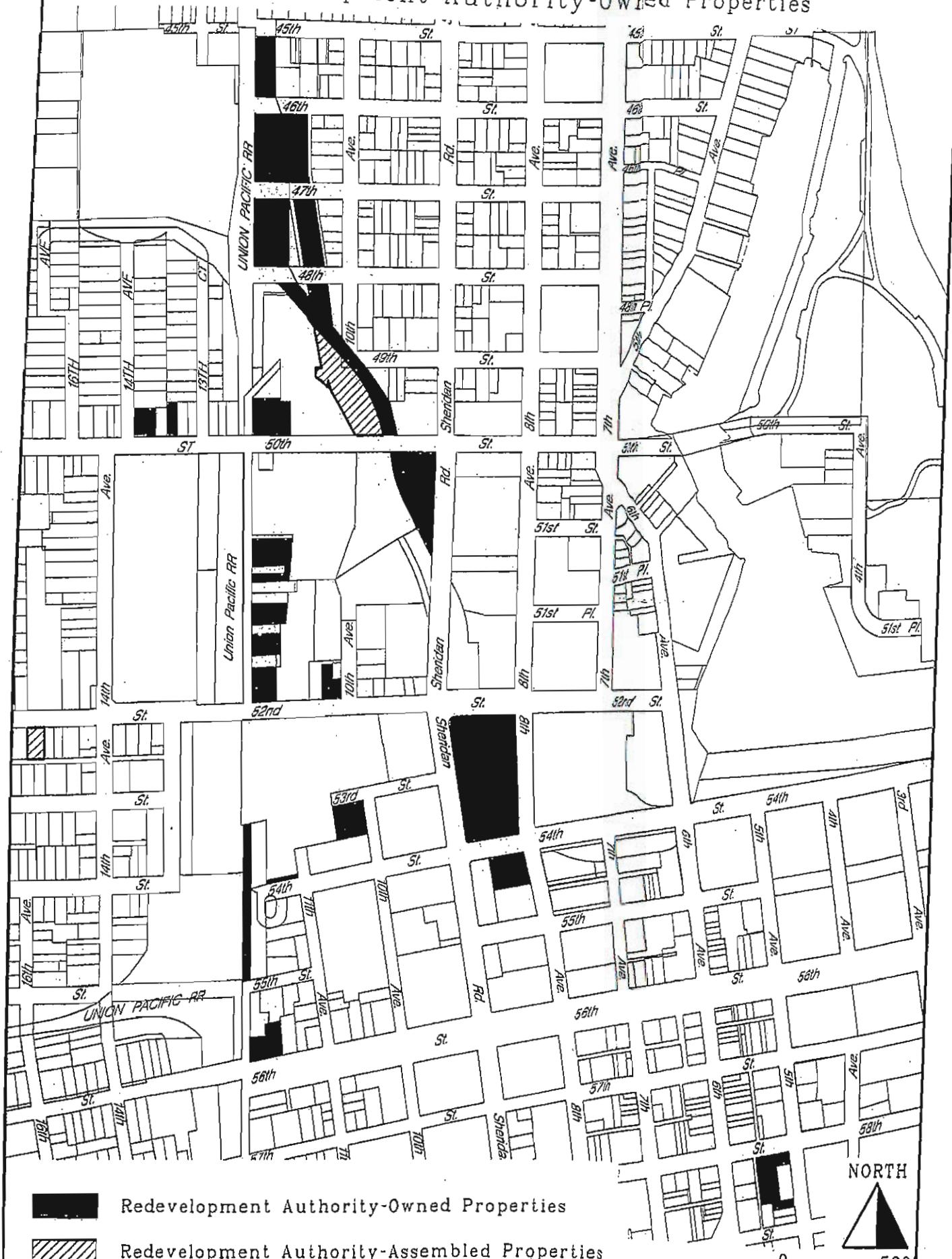
Date	Property	Address	Tax Key No.	Acquisition Price	Cost to Date
08/28/09	Smith (Transferred to Boys & Girls Club)	1343 50th Street	12-223-31-276-003	\$73,715.00	\$98,154.51
12/31/97	Warehouse (Transferred to Boys & Girls Club)	1347 50th Street	12-223-31-276-004	\$30,000.00	\$40,009.16
			TOTAL	\$1,120,689.42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

**KRA Anticipated Expenditures
As of March 31, 2014**

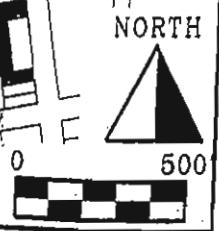
Property	Address	Tax Key No.	Activity	Anticipated Costs
Lentz Partners	4810 37th Avenue	09-222-36-230-014	Demolition	\$7,500.00
Lund	4717 36th Avenue	09-222-36-226-015	Demolition	\$7,500.00
Lund	4723 36th Avenue	09-222-36-226-016	Demolition	\$7,500.00
Watring	4817 37th Avenue	09-222-36-231-003	Demolition	\$25,000.00
Alostar Bank	4627 37th Avenue	09-222-36-231-003	Demolition	\$25,000.00
Lentz Partners	4816 37th Avenue	09-222-36-230-013		\$25,000.00
<u>TOTAL</u>				<u>\$97,500.00</u>

CITY OF KENOSHA

Redevelopment Authority-Owned Properties



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



City of Kenosha

Property Ownership Wilson Neighborhood



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



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Feet

<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 22, 2014 5:00 p.m.</p>	<p>Item 2</p>
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Parking Lot Lease Agreement by and between the Redevelopment Authority of the City of Kenosha and Kenosha Transit Commission. (District #2)

LOCATION:

1118 and 1204 56th Street

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Jenkins, has been notified. The Kenosha Transit Commission is the final review authority.

ANALYSIS:

- Attached is the *Lease by and between the Redevelopment Authority of the City of Kenosha, Wisconsin and the Kenosha Transit Commission.*
- This Lease includes two (2) parcels owned by the Redevelopment Authority that have been used, per an oral Agreement, as an overflow commuter parking lot by the Transit Commission since the early 1990's. A formal Lease was not previously executed.
- The Lease specifies the Transit Commission will only use these parcels as a parking lot and will be responsible for all maintenance (i.e. grass cutting, snow removal, striping, etc.) repairs (i.e. sealing, paving, patching, etc.) and improvements (i.e. signage, lighting, etc.).
- The term of the Lease is twenty-five (25) years.
 - During the first two (2) years, the Lease can only be terminated early due to a breach, which corresponds with the term of the proposed parking lot Sub-Lease which will be reviewed as Item 3.
 - After the first two (2) years, the Lease may be terminated upon a 90 days written notice.

RECOMMENDATION:

A recommendation is made to approve the *Lease by and between the Redevelopment Authority of the City of Kenosha, Wisconsin and the Kenosha Transit Commission.*



A. Zohrab Khaligian, Community Development Specialist



Jeffrey B. Labahn, Director

LEASE

By And Between

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

and

**THE KENOSHA TRANSIT COMMISSION
OF THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Transit Commission**

THIS AGREEMENT, made and entered into by and between **THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN**, a Wisconsin redevelopment authority, organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**RDA**" and the **KENOSHA TRANSIT COMMISSION** of the City of Kenosha, Wisconsin, a Wisconsin transit commission, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**TRANSIT**".

WITNESSETH:

WHEREAS, **RDA** owns certain parcels of real estate located at 1118 56th Street and 1204 56th Street, Kenosha, Wisconsin, upon which a Parking Lot is located ("**PREMISES**"); and,

WHEREAS, **TRANSIT** has requested to lease and operate the **PREMISES**; 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, **RDA** and **TRANSIT** agree as follows:

ARTICLE 1 - PREMISES AND USE

1.1 LEASED PREMISES. **RDA** does hereby lease, let, and demise to **TRANSIT** the real estate known as Parcel Numbers 12-223-31-436-006 and 12-223-31-436-007, consisting of a parking lot, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

1.2 USE. **TRANSIT** shall occupy and use the **PREMISES** for the sole purpose of operating a parking lot.

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 and shall have a term of twenty-five (25) years ("TERM").

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, and a demand for curative action. After the first two (2) years of the TERM, either party shall have the right to terminate this Lease upon 90 days written notice.

2.3 **CONDITION OF PREMISES UPON TERMINATION.** Upon termination of this Lease, TRANSIT shall surrender the PREMISES in good order and condition, reasonable wear and tear excepted.

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

ARTICLE 3 - CONSIDERATION

CONSIDERATION. TRANSIT agrees to pay to RDA, for use and occupancy of PREMISES, with due consideration for the Term of this Lease, the sum of One (\$1.00) Dollar, to be paid annually, the receipt and sufficiency of which is hereby acknowledged.

ARTICLE 4 - UTILITIES

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

ARTICLE 5 - IMPROVEMENTS

5.1 **AUTHORIZATION AND APPROVAL.** TRANSIT may with the written authorization of the RDA, improve PREMISES at its own cost and expense.

5.2 **OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS.** Any and all improvements, additions or alterations made by TRANSIT after authorization from RDA has been obtained, including any and all fixtures installed, shall remain in and upon the PREMISES as the property of RDA at the termination of this Lease.

5.3 **UNAUTHORIZED IMPROVEMENTS.** Should TRANSIT make any improvements without prior RDA approval which are not satisfactory to RDA, then, upon written notice to do so, TRANSIT shall remove the same, or at the option of RDA, cause the same to be changed, modified or reconstructed to the satisfaction of RDA. Should TRANSIT fail to comply with such notice within thirty (30) days of receipt thereof, or should TRANSIT commence to comply therewith and fail to pursue such work diligently to completion, RDA may either (1) terminate this Lease or (2) effect the removal, change, modification or reconstruction thereof, and TRANSIT shall pay the cost

thereof to **RDA**, upon written demand.

ARTICLE 6 - CARE, MAINTENANCE AND REPAIR OF PREMISES

6.1 TRANSIT'S RESPONSIBILITY. **TRANSIT** 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. **TRANSIT** shall, at all times:

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

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

6.1.3 Be responsible for snow removal from the **PREMISES**

6.1.4 Be responsible for snow removal from the sidewalk adjacent to the **PREMISES**.

6.1.5 Be responsible for landscape maintenance including mowing, for all vegetated areas associated with the **PREMISES**.

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

6.1.7 Be responsible for any environmental cleanup required by any act or omission of **TRANSIT** or its employees, sublessees, invitees or agents or arising out of its operations on **PREMISES**. **TRANSIT** shall not, however, be responsible for any environmental cleanup not due to the act or omission of **TRANSIT** or its employees, sublessees, invitees or agents.

6.1.8. Be responsible for striping and painting the **PREMISES**.

6.2 TIME REQUIREMENTS FOR REPAIRS. **TRANSIT** shall have thirty (30) days from the date on which the condition arose to repair any minor damage to **PREMISES**, including improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to **PREMISES**, including improvements. As used herein, minor damage shall be damage to **PREMISES** or improvements which would cost Two Thousand (\$2,000.00) Dollars or less to repair, and major damage shall be damage to **PREMISES** or improvements which would cost in excess of Two Thousand (\$2,000.00) Dollars to repair. Notwithstanding the above, emergency repairs shall be conducted by **TRANSIT** as soon as possible when required to preserve the **PREMISES** and improvements.

6.3 DEFAULT BY TRANSIT. In the event **TRANSIT** fails to exercise reasonable care for the maintenance and repair of **PREMISES** or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or in the event **TRANSIT**, upon commencement thereof, fails to diligently continue to complete any such work, **RDA** may, at its option, either (1) terminate this Lease or (2) enter **PREMISES** and improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of **PREMISES** or improvements, and care for, maintain or repair all or any part of **PREMISES** or improvements which are in need of repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to **RDA** by **TRANSIT**, on demand.

ARTICLE 7 - ACCESS TO PREMISES

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

ARTICLE 8 – SIGNS

TRANSIT shall be permitted to place or erect appropriate signs on the PREMISES in accordance with City Ordinances.

ARTICLE 9 - ASSIGNMENT/SUBLEASE

TRANSIT may not assign or sublease PREMISES without permission of RDA. An unauthorized assignment or sublease shall render this Lease null and void, at the option of RDA. RDA shall, however, not unreasonably withhold its consent to TRANSIT subleasing PREMISES or any portion thereof, for use as a parking lot. Any assignment or sublease shall, unless waived in writing by RDA.

ARTICLE 10 - GOVERNMENTAL REQUIREMENTS

10.1 COMPLIANCE WITH LAW. TRANSIT, with respect to the operation and maintenance of PREMISES, agrees to observe and obey any and all Federal, 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, tenants, and suppliers to observe and obey the same.

10.2 LICENSES, CERTIFICATES AND PERMITS. TRANSIT shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities having jurisdiction over PREMISES or over TRANSIT'S operations at PREMISES.

ARTICLE 11 - QUIET ENJOYMENT

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

ARTICLE 12 - NATURAL DISASTER

TRANSIT'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 RDA agrees otherwise or elects to terminate this Lease upon sixty (60) days advance, written notice.

ARTICLE 13 - INTERRUPTION IN USE OR ENJOYMENT

RDA shall not be liable to TRANSIT or its sublessees for money damages arising out of any interruption in TRANSIT'S use or enjoyment of PREMISES by reason of any physical damage to or destruction of PREMISES.

ARTICLE 14 - INDEMNITY AND HOLD HARMLESS

14.1 TRANSIT INDEMNIFIES AND HOLDS HARMLESS RDA. TRANSIT does hereby agree that it will indemnify and hold harmless RDA, and its officers, agents and employees against any and all claims, liability, loss, charges, damages, costs, expenses or 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 TRANSIT, its employees, sublessees, agents or representatives, during the term of this Lease, or resulting from TRANSIT'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 causing any person to suffer 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 RDA, or any of its officers, agents or employees. Upon the filing with RDA of a claim for damages arising out of any incident(s) which TRANSIT herein agrees to indemnify and hold RDA and others harmless, RDA shall notify TRANSIT of such claim, and in the event that TRANSIT does not pay, settle or compromise such claim, then TRANSIT shall undertake the legal defense of such claim both on behalf of TRANSIT and RDA. It is specifically agreed, however, that RDA, 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 TRANSIT and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against RDA, or its officers, agents, or employees for any cause for which TRANSIT is liable hereunder shall be conclusive against TRANSIT as to liability and amount of damages.

14.2 RDA INDEMNIFIES AND HOLDS HARMLESS TRANSIT. RDA does hereby agree that it will indemnify and hold harmless TRANSIT, and its officers, sublessees, agents and employees against any and all claims, liability, loss, charges, damages, costs, expenses or 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 RDA, its employees, agents or representatives, during the term of this Lease, or resulting from RDA'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 causing any person to suffer 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 TRANSIT, or any of its officers, sublessees, agents or employees. Upon the filing with TRANSIT of a claim for damages arising out of any incident(s) which RDA herein agrees to indemnify and hold TRANSIT and others harmless, TRANSIT shall notify RDA of such claim, and in the event that RDA does not pay, settle or compromise such claim, then the RDA shall undertake the legal defense of such claim both on behalf of RDA and TRANSIT. It is specifically agreed, however, that TRANSIT, 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 **RDA** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against **TRANSIT**, or its officers, sublessees, agents, or employees for any cause for which **RDA** is liable hereunder shall be conclusive against **RDA** as to liability and amount of damages.

ARTICLE 15 - SANITATION - STORAGE

TRANSIT 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 16 - BENEFITS

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

ARTICLE 17 - 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 18 - INSURANCE FOR IMPROVEMENTS

RDA shall, at its sole discretion and expense, procure and maintain throughout the Term of this Lease, and any extension thereof, insurance protection on all improvements existing at the beginning of the Lease term and all improvements and fixtures constructed by **TRANSIT** on **PREMISES**, to the extent of one hundred (100%) percent of the insurable replacement value thereof, through insurance companies licensed to do business in the State of Wisconsin. Should any improvements on **PREMISES**, insurable or uninsurable, be damaged to the extent that they are not usable or destroyed, **TRANSIT** shall have the election of repairing or reconstructing the improvements substantially as they existed immediately prior to such casualty, or in a new or modified design, approved by the **RDA**, or not to reconstruct the improvement. **TRANSIT** shall notify **RDA** of its election within one hundred twenty (120) days after the occurrence of the casualty or the adjustment of the claim, whichever is later. In the event of damage or destruction to **PREMISES** and/or improvements on **PREMISES**, **RDA** shall have no obligation to repair, replace or rebuild equipment or other personal property installed by **TRANSIT** on **PREMISES** pursuant to this Lease. Nothing contained herein shall be deemed to release **TRANSIT** from any of its repair or maintenance obligations under this Lease.

ARTICLE 19 - FAILURE TO OBSERVE TERMS OF LEASE

In the event there is a breach by either party with respect to any of the provisions of this Lease or its obligations under it, the party not in breach shall give the breaching party written notice of the breach. After receipt of the written notice, the breaching party shall have thirty (30) days in which to cure the breach, provided the breaching party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the breaching party commences the cure within the thirty (30) day period and thereafter

continuously and diligently pursues the cure to completion. Neither party may maintain any action or effect any remedies for breach or default unless and until the breaching party has failed to cure the breach or default within the time period provided herein. In the event of any Lease termination, TRANSIT shall have thirty (30) days after RDA'S written notice of termination to remove its personal property, if any exists, from PREMISES.

ARTICLE 20 - 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 21 - 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 RDA or TRANSIT 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 22 - TIME OF THE ESSENCE

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

ARTICLE 23 - APPROVALS

Approvals required hereunder shall not be unreasonably withheld.

ARTICLE 24 - 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 25 - 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. This shall not, however, operate to extend the time to cure as set forth in Article 19 herein. 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 26 - NOTICE

Any notice required to be given to any party to this Lease shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to **TRANSIT:**

Director of the Department of Transportation
4303 - 39th Avenue
Kenosha, Wisconsin 53144

with copies to:

City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

If to **RDA:**

Secretary of the Redevelopment Authority
625 52nd Street, Room 308
Kenosha, Wisconsin 53140

Signature pages follow

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

**THE REDEVELOPMENT AUTHORITY
OF THE CITY OF KENOSHA, WI.**

BY: _____
KATHERINE MARKS, Chairperson

Date: _____

BY: _____
JEFFREY LABAHN, Recording Secretary

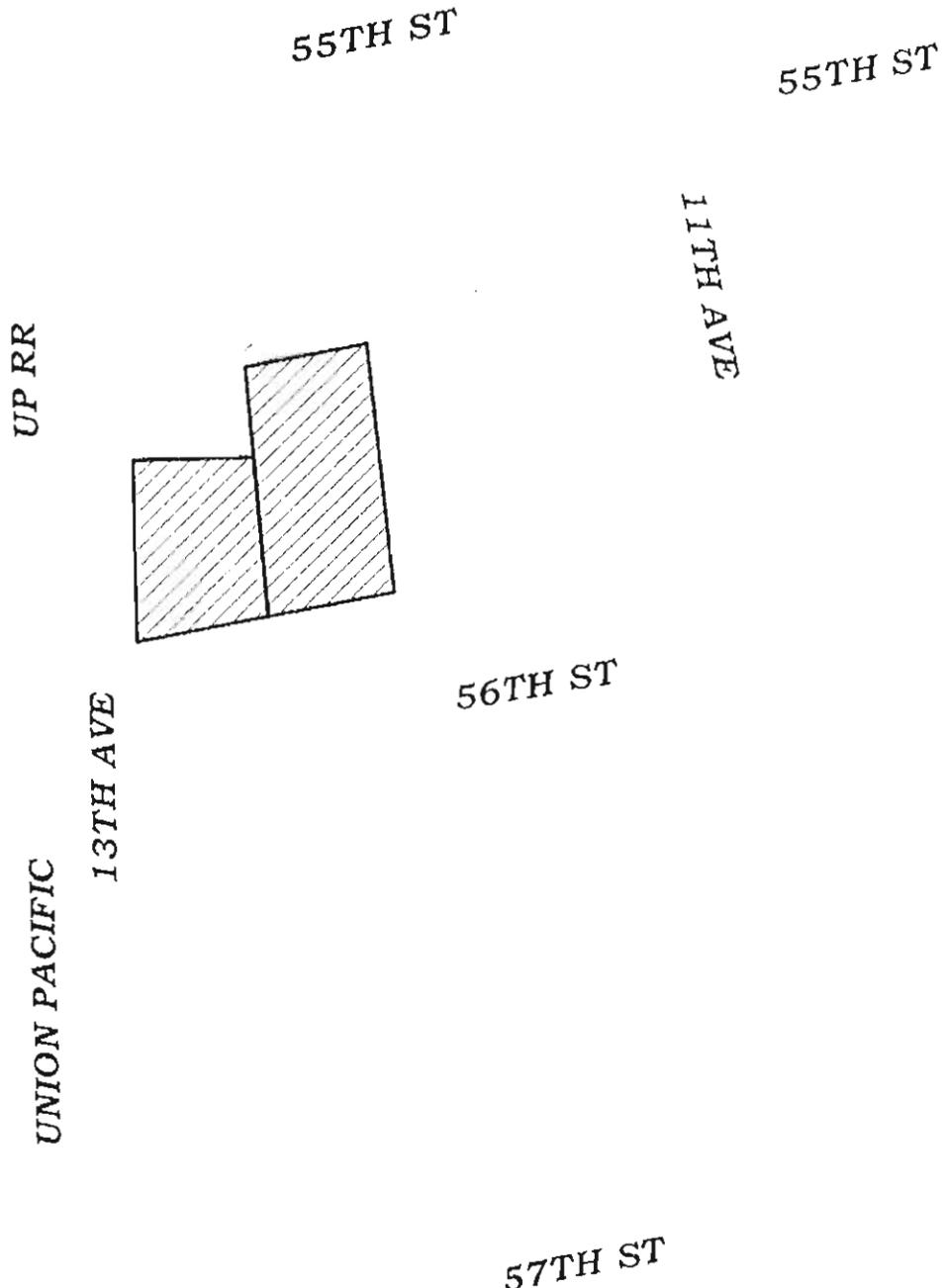
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, KATHERINE MARKS, Chairperson, and JEFFREY LABAHN, Recording Secretary, of THE REDEVELOPMENT AUTHORITY OF THE CITY OF KENOSHA, WISCONSIN, a Wisconsin redevelopment authority, to me known to be such Chairperson and Recording Secretary, of said Redevelopment Authority, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said Redevelopment Authority, by its authority.

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

Parking Lot Lease Exhibit A



Subject Properties



0 100 Feet

<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 22, 2014 5:00 p.m.</p>	<p>Item 3</p>
<p>Parking Lot Sub-Lease by and between the Kenosha Transit Commission and the County of Kenosha. (District #2)</p>			

LOCATION:

1118 and 1204 56th Street

NOTIFICATIONS/PROCEDURES:

The alderperson of the district, Alderperson Jenkins, has been notified. The Kenosha Transit Commission is the final review authority.

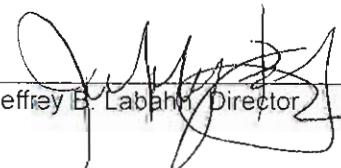
ANALYSIS:

- Attached is the *Sublease by and between the Kenosha Transit Commission and the County of Kenosha*.
- This Sublease includes two (2) parcels owned by the Redevelopment Authority that were included in the Authority's Parking Lot Lease, Item 2. These parcels have been used as an overflow commuter parking lot by the Transit Commission since the early 1990's.
- The Sublease allows Kenosha County to use the parking lot for two (2) years. The demand for the overflow parking lot by commuters has been insignificant since the construction of the County's parking ramp.
- The rest of the Sublease is similar to the Parking Lot Lease.
- The Sublease can only be terminated prior to the end of the two (2) year term due to a breach.

RECOMMENDATION:

A recommendation is made to approve the *Sublease by and between the Kenosha Transit Commission and the County of Kenosha*.


A. Zohrab Khaligian, Community Development Specialist


Jeffrey B. Labahn, Director

SUBLEASE

By And Between

**THE KENOSHA TRANSIT COMMISSION
OF THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Transit Commission**

and

**THE COUNTY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation**

THIS AGREEMENT, made and entered into by and between the **KENOSHA TRANSIT COMMISSION** of the City of Kenosha, Wisconsin, a Wisconsin transit commission, duly organized and existing under the laws of the State of Wisconsin, hereinafter referred to as "**TRANSIT**" and County of Kenosha, Wisconsin, a Wisconsin municipal corporation, hereinafter referred to as "**COUNTY**."

WITNESSETH:

WHEREAS, **TRANSIT** leases from the Redevelopment Authority of the City of Kenosha, Wisconsin, certain parcels of real estate located at 1118 56th Street and 1204 56th Street, Kenosha, Wisconsin, upon which a Parking Lot is located ("**PREMISES**"); and,

WHEREAS, **COUNTY** has requested to lease the **PREMISES**; and,

WHEREAS, it is to the mutual advantage of the parties to enter into this sublease("Lease").

NOW, THEREFORE, in consideration of the mutual undertakings, understanding and agreements hereinafter set forth, **TRANSIT** and **COUNTY** agree as follows:

ARTICLE 1 - PREMISES AND USE

1.1 LEASED PREMISES. **TRANSIT** does hereby lease, let, and demise to **COUNTY** the real estate known as Parcel Numbers 12-223-31-436-006 and 12-223-31-436-007, consisting of a parking lot, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

1.2 USE. **COUNTY** shall occupy and use the **PREMISES** for the sole purpose of operating a parking lot.

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 and shall have a term of two (2) years ("TERM").

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, and a demand for curative action.

2.3 CONDITION OF PREMISES UPON TERMINATION. Upon termination of this Lease, COUNTY shall surrender the PREMISES in good order and condition, reasonable wear and tear excepted.

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

ARTICLE 3 - CONSIDERATION

CONSIDERATION. COUNTY agrees to pay to TRANSIT, for use and occupancy of PREMISES, with due consideration for the Term of this Lease, the sum of One (\$1.00) Dollar, to be paid annually, the receipt and sufficiency of which is hereby acknowledged.

ARTICLE 4 - IMPROVEMENTS

4.1 AUTHORIZATION AND APPROVAL. COUNTY may with the written authorization of TRANSIT, improve PREMISES at its own cost and expense.

4.2 OWNERSHIP, TRANSFER, SURRENDER OR REMOVAL OF IMPROVEMENTS. Any and all improvements, additions or alterations made by COUNTY after authorization from TRANSIT has been obtained, including any and all fixtures installed, shall remain in and upon the PREMISES as the property of TRANSIT at the termination of this Lease.

4.3 UNAUTHORIZED IMPROVEMENTS. Should COUNTY make any improvements without prior TRANSIT approval which are not satisfactory to TRANSIT, then, upon written notice to do so, COUNTY shall remove the same, or at the option of TRANSIT, cause the same to be changed, modified or reconstructed to the satisfaction of TRANSIT. Should COUNTY fail to comply with such notice within thirty (30) days of receipt thereof, or should COUNTY commence to comply therewith and fail to pursue such work diligently to completion, TRANSIT may either (1) terminate this Lease or (2) effect the removal, change, modification or reconstruction thereof, and COUNTY shall pay the cost thereof to TRANSIT, upon written demand.

ARTICLE 5 - CARE, MAINTENANCE AND REPAIR OF PREMISES

5.1 COUNTY'S RESPONSIBILITY. COUNTY 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.

COUNTY shall, at all times:

5.1.1 Keep PREMISES and improvements thereon, in a clean, neat and sanitary condition.

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

5.1.3 Be responsible for snow removal from the PREMISES

5.1.4 Be responsible for snow removal from the sidewalk adjacent to the PREMISES.

5.1.5 Be responsible for landscape maintenance including mowing, for all vegetated areas associated with the PREMISES.

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

5.1.7 Be responsible for any environmental cleanup required by any act or omission of COUNTY or its employees, invitees or agents or arising out of its operations on PREMISES. COUNTY shall not, however, be responsible for any environmental cleanup not due to the act or omission of COUNTY or its employees, invitees or agents.

5.1.8. Be responsible for striping and painting the PREMISES.

5.2 TIME REQUIREMENTS FOR REPAIRS. COUNTY shall have thirty (30) days from the date on which the condition arose to repair any minor damage to PREMISES, including improvements, and one hundred twenty (120) days from the date on which the condition arose to repair any major damage to PREMISES, including improvements. As used herein, minor damage shall be damage to PREMISES or improvements which would cost Two Thousand (\$2,000.00) Dollars or less to repair, and major damage shall be damage to PREMISES or improvements which would cost in excess of Two Thousand (\$2,000.00) Dollars to repair. Notwithstanding the above, emergency repairs shall be conducted by COUNTY as soon as possible when required to preserve the PREMISES and improvements.

5.3 DEFAULT BY COUNTY. In the event COUNTY fails to exercise reasonable care for the maintenance and repair of PREMISES or improvements within the time provided for, or if no time is provided for, within a period of thirty (30) days following receipt of written notice, to do any such work required by this Lease, or in the event COUNTY, upon commencement thereof, fails to diligently continue to complete any such work, TRANSIT may, at its option, either (1) terminate this Lease or (2) enter PREMISES and improvements, without such entering causing or constituting a cancellation of this Lease or an interference with possession of PREMISES or improvements, and care for, maintain or repair all or any part of PREMISES or improvements which are in need of repair, and do all things reasonably necessary to accomplish the work required, the cost and expense of which shall be payable to TRANSIT by COUNTY, on demand.

ARTICLE 6 - ACCESS TO PREMISES

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

ARTICLE 7 – SIGNS

COUNTY shall be permitted to place or erect appropriate signs on the PREMISES in accordance with City Ordinances.

ARTICLE 8 - ASSIGNMENT/SUBLEASE

COUNTY may not assign or sublease PREMISES. An unauthorized assignment or sublease shall render this Lease null and void.

ARTICLE 9 - GOVERNMENTAL REQUIREMENTS

9.1 **COMPLIANCE WITH LAW.** COUNTY, with respect to the operation and maintenance of PREMISES, agrees to observe and obey any and all Federal, 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, tenants, and suppliers to observe and obey the same.

9.2 **LICENSES, CERTIFICATES AND PERMITS.** COUNTY shall procure all licenses, certificates, permits and other authorizations required by any and all governmental authorities having jurisdiction over PREMISES or over COUNTY'S operations at PREMISES.

ARTICLE 10 - QUIET ENJOYMENT

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

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COUNTY'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 TRANSIT agrees otherwise or elects to terminate this Lease upon sixty (60) days advance, written notice.

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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 **COUNTY**, its employees, agents or representatives, during the term of this Lease, or resulting from **COUNTY'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 causing any person to suffer 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 **TRANSIT**, or any of its officers, agents or employees. Upon the filing with **TRANSIT** or the City of Kenosha of a claim for damages arising out of any incident(s) which **COUNTY** herein agrees to indemnify and hold **TRANSIT** and others harmless, **TRANSIT** shall notify **COUNTY** of such claim, and in the event that **COUNTY** does not pay, settle or compromise such claim, then **COUNTY** shall undertake the legal defense of such claim on behalf of **COUNTY**, **TRANSIT** and, if served, City of Kenosha. It is specifically agreed, however, that **TRANSIT**, 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 **COUNTY** and/or its insurers. Any judgment, final beyond all possibility of appeal, which may be rendered against **TRANSIT**, City of Kenosha or their officers, agents, or employees for any cause for which **COUNTY** is liable hereunder shall be conclusive against **COUNTY** as to liability and amount of damages.

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

ARTICLE 22 - 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 23 - 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. This shall not, however, operate to extend the time to cure as set forth in Article 19 herein. 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 24 - NOTICE

Any notice required to be given to any party to this Lease shall be in writing and delivered either by hand or certified mail, return receipt requested, to the addresses indicated below, or such address as the parties indicate in writing. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail, return receipt requested.

If to TRANSIT:

Director of the Department of Transportation
4303 - 39th Avenue
Kenosha, Wisconsin 53144

with copies to:

City Attorney
Municipal Building, Room 201
625 - 52nd Street
Kenosha, Wisconsin 53140

If to COUNTY:

County Executive
1010 56th Street
Kenosha, Wisconsin 53140

with copies to:

Corporation Counsel
912 56th Street
Kenosha, Wisconsin 53140

0000 12 34 57 00 85

COUNTY OF KENOSHA, WISCONSIN

By: _____
JIM KREUSER, County Executive

Date: _____

By: _____
MARY T. SCHUCH-KREBS, County Clerk

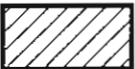
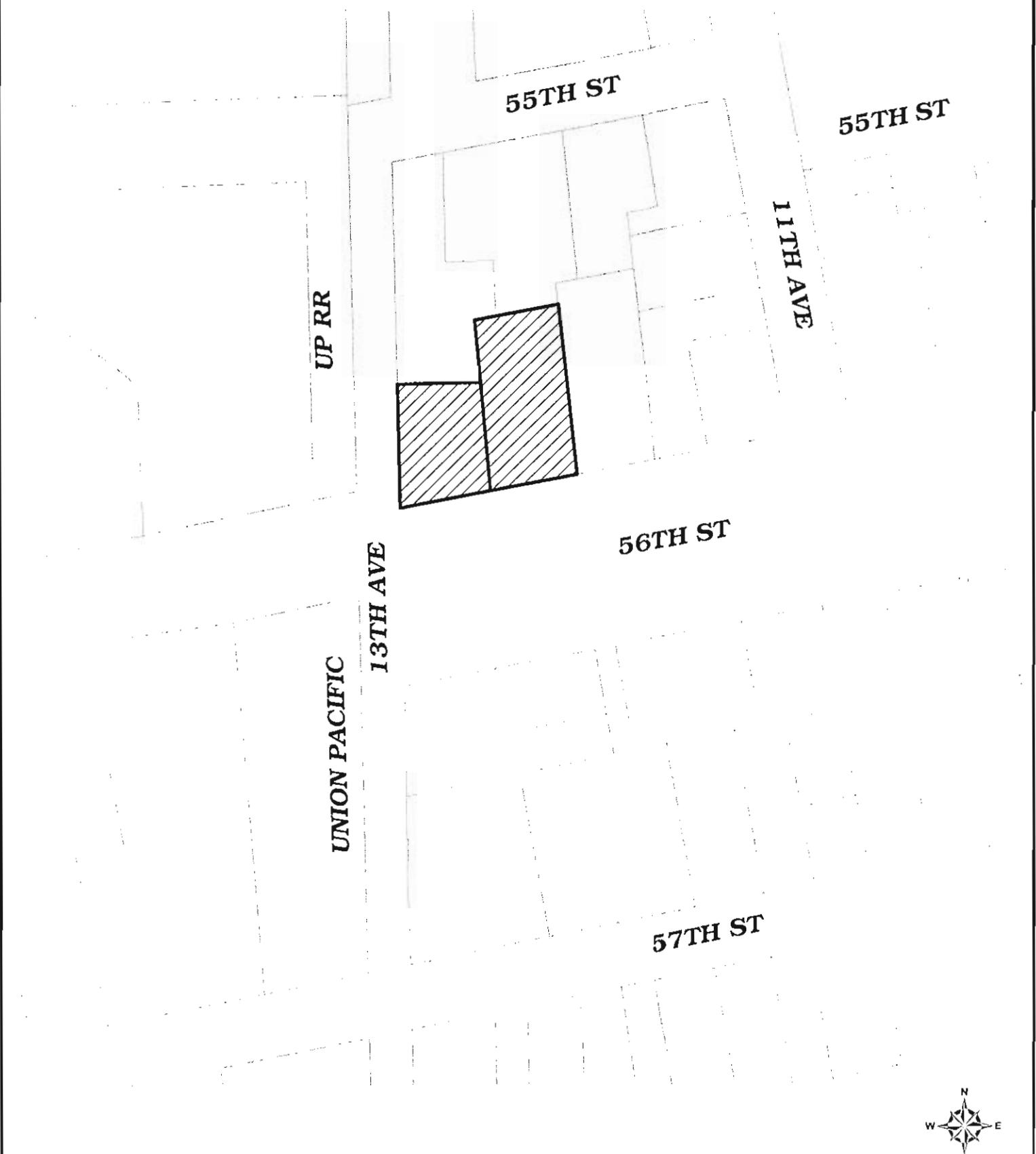
Date: _____

STATE OF WISCONSIN)
 :SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2014, JIM KREUSER, County Executive, of the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin municipality, and MARY T. SCHUCH-KREBS, County Clerk for the County of Kenosha, Wisconsin, to me known to be such County Executive and County Clerk, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipality by its authority.

Drafted By:
WILLIAM K. RICHARDSON
Assistant City Attorney

Parking Lot Lease



Subject 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 22, 2014 5:00 p.m.</p>	<p>Item 4</p>
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Wilson Redevelopment Project - Update

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 alderperson of the district, Alderperson Kennedy, has been notified.

ANALYSIS:

- **RACK BUDGET:** The Redevelopment Authority's 2014 CIP allocation for property acquisition was \$250,000. When added to the Redevelopment Authority's end of 2013 fund balance of \$87,261, the Authority started the year 2014 with **\$337,261** to expend.
- **2013 RAZINGS:** Three (3) four-unit apartments (4717 36th Avenue, 4723 36th Avenue and 4810 37th Avenue) were razed, graded and seeded late last year. These lots will need to be re-seeded, their drive openings removed and new concrete curb and gutter installed. The cost of this work will not exceed the remaining raze budget of **\$22,500** for these 3 properties.
- **TARGET AREA:** Per the Redevelopment Authority's approval, 4816 37th Avenue was acquired from Lentz Partners for **\$82,541.59**. There have been no additional discussions with Lentz Partners nor any other property owner for any additional acquisitions.
- **2014 RAZINGS:** Three (3) more four-unit apartments (4627 37th Avenue, 4816 37th Avenue and 4817 37th Avenue) will be razed in 2014. The preliminary raze schedule is as follows:
 - May 6: Asbestos Abatement RFP Deadline
 - June 2: Asbestos Abatement contract approval by Finance & Council
 - June 3-13: Asbestos Abatement
 - June 16: City Fire Department Training
 - July 23: City Public Works Department Street Division Razing

The estimated cost of asbestos abatement, razing, grading, seeding, driveway removal, curb & gutter installation and sidewalk repair is **\$75,000**.
- **ADDITIONAL SITE WORK:** Prior to completing the restoration of the six (6) properties listed above, the City Public Works Department Street Division completed an inspection of all City assembled properties located in the Wilson Redevelopment Project Area to determine if any properties did not meet Local Codes and Ordinances (see Items 1-17 in the attached memo). It was discovered that not all drive openings were removed, not all drive openings that were removed were replaced with curb & gutter, not all sidewalks in need of repair were repaired and not all sidewalks that were removed were replaced. In addition, some of the lots need to be re-graded and re-seeded. The total estimated cost of this work, not including work that is already budgeted for under the six (6) properties listed above, is approximately **\$20,000**.
- **FUTURE ACQUISITIONS:** Based on the figures above, **the Redevelopment Authority still has a fund balance of \$137,219.41** which would allow the Authority to assemble one (1) additional property in 2014.

RECOMMENDATION:

A recommendation is made to receive and file.


A. Zohrab Khaligian, Community Development Specialist


Jeffrey B. Labahn, Director



CITY OF KENOSHA
DEPARTMENT OF PUBLIC
WORKS
STREET DIVISION
PHONE: 653-4070

ATTN: Zohrab Khaligian, City Development Specialist
FROM: John Prijic, Superintendent of Streets JHP
RE: Concrete Replacement
DATE: April 15, 2014

The following vacant lots need either sidewalks or curb and gutter replaced due to previous razings. It is not known for certain whether all of these are City-owned properties.

1. Vacant lot on east side of 38th Avenue south of 4911 38th Avenue: Needs 24 linear feet of curb and gutter replaced and 55 feet of cracked sidewalk replaced.
2. Vacant lot on west side of 37th Avenue between 4704 and 4624 37th Avenue: Needs 15 linear feet of bad sidewalk replaced.
3. Vacant lot at 48th Street - 37th Avenue, southwest corner: Needs 50 linear feet of broken sidewalk on 48th Street side replaced.
4. Vacant lot on east side of 37th Avenue at 4823 37th Avenue: Needs driveway approach removed and 20 linear feet of curb and gutter replaced and 25 linear feet of bad sidewalk replaced. Property was razed in 2008 under CIP Project RA 95-001 using Account Number 461-11-50301-581.
5. Vacant lot on east side of 37th Avenue at 4901 37th Avenue: Needs 30 linear feet of curb and gutter replaced (sidewalk is good). Property was razed in 2009 under CIP Project RA 95-001 using Account Number 461-11-50701-581.
6. First vacant lot on west side of 37th Avenue at 4902 37th Avenue: Needs 30 linear feet of curb and gutter replaced and 10 linear feet of missing sidewalk replaced and 10 linear feet of cracked sidewalk replaced. Property was razed in 2010 under CIP Project RA 95-001 using Account Number 461-11-51001-581.

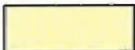
7. Vacant lot on east side of 37th Avenue at 4915 37th Avenue: Needs 30 linear feet of curb and gutter replaced and 66 linear feet of missing sidewalk replaced. Property was razed in 2010 under CIP Project RA 95-001 and Account Number 461-11-50902-581.
8. Vacant lot on west side of 37th Avenue directly across from 4921 37th Avenue. This is the old Boys and Girls Club property which was located at 3712 50th Street: Needs 30 linear feet of curb and gutter replaced on 37th Avenue and 30 linear feet of curb and gutter replaced on 38th Avenue and 25 linear feet of broken sidewalk replaced.
9. Vacant lot on west side of 37th Avenue immediately north of old Boys and Girls Club property which was located at 3712 50th Street: Needs 30 linear feet of curb and gutter replaced (sidewalk is good).
10. Vacant lot on east side of 36th Avenue at 4609 36th Avenue: Needs 20 linear feet of curb and gutter replaced and 45 linear feet of missing sidewalk replaced. Property was razed in 2010 under CIP Project RA 95-001 using Account Number 461-11-50902-581.
11. Vacant lot on east side of 36th Avenue at 4615 36th Avenue: Needs 30 linear feet of curb and gutter replaced and 60 linear feet of missing sidewalk replaced. Property was razed in 2010 under CIP Project RA 95-001 using Account Number 461-11-51001-581.
12. Vacant lot on east side of 36th Avenue at 4717 36th Avenue: Needs driveway approach removed and 30 linear feet of curb and gutter replaced and 15 linear feet of cracked sidewalk replaced. Property was razed in 2013 under CIP Project RA 95-001 using Account Number 461-11-51301-581.
13. Vacant lot on east side of 36th Avenue at 4723 36th Avenue: Needs driveway approach removed and 40 linear feet of curb and gutter replaced on 48th Street and 30 linear feet of bad sidewalk replaced on 36th Avenue. Property was razed in 2013 under CIP Project RA 95-001 using Account Number 461-11-51301-581.
14. Vacant lot on west side of 37th Avenue at 4810 37th Avenue: Needs driveway approach removed and 20 linear feet of curb and gutter replaced and 40 linear feet of broken or missing sidewalk replaced. Property was razed in 2013 under CIP Project RA 95-001 using Account Number 461-11-51301-581.
15. Vacant lot on west side of 37th Avenue at 4816 37th Avenue: Needs driveway approach removed and 40 linear feet of curb and gutter replaced and sidewalk replaced after razing is completed. This property will be razed in 2014 under CIP Project RA 95-001 using Account Number 461-11-51301-581.

16. Vacant lot on east side of 37th Avenue at 4817 37th Avenue: Needs driveway approach removed and curb and gutter replaced and sidewalk replaced after razing is completed. This property will be razed in 2014 under CIP Project RA 95-001 using Account Number 461-11-51301-581.
17. Vacant lot on east side of 37th Avenue at 4627 37th Avenue: Needs driveway approach removed and curb and gutter replaced and sidewalk replaced after razing is completed. This property will be razed in 2014 under CIP Project RA 95-001 using Account Number 461-11-51301-581.
18. Vacant highly contaminated lot at 3604 67th Street (36th Avenue - 67th Street NWC): Needs 135 linear feet of missing sidewalk and 50 linear feet of curb and 90 linear feet of curb replaced on 67th Street and 82 linear feet of missing sidewalk and 38 linear feet of curb replaced on 36th Avenue. This property was razed in 2008 under SAG Grant 542 using Account Number 491-11-50801-219.
19. Vacant lot on east side of 13th Avenue at 6209 13th Avenue: Needs two, 20 linear foot sections of curb replaced. This property was razed in 2009 under Project CD 00-001 using Account Number 463-11-50601-589.
20. Vacant lot on east side of Sheridan Road at 5915 Sheridan Road: Needs driveway approach removed and 23 linear feet of curb replaced (sawcuts required). This property was razed in 2010 under Project CD 00-001 using Account Number 463-11-50801-589.
21. Vacant lot at 715 56th Street where old Chamber of Commerce building was located: Needs 40 linear feet of sidewalk replaced (sawcuts required). This property was razed in 2013 under Project OT 12-002 using Account Number 420-11-51313-219.
22. Vacant lot on north side of 56th Street at 2222 56th Street: Needs driveway approach removed and 32 linear feet of curb replaced (sawcuts required). This property was razed in 2009 under Project CD 00-001 using Account Number 463-11-50601-589.
23. Vacant lot on southwest corner of 55th Street and 22nd Avenue at 2217 55th Street. This is the property where an explosion destroyed a house under construction. Needs driveway approach removed and 17 linear feet of curb replaced and concrete driveway and garage slab removed. Back in 2009 when the property was razed, the Street Division was instructed to leave driveway approach, driveway and garage slab. This project was done under CD 00-001 using Account Number 463-11-50601-589.

City of Kenosha

Redevelopment Options Wilson Neighborhood



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

