

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Finance and Administration Department: _____

Proposal Summary (attach explanation and required documents):

Approve the transfer of 88 lots and one outlot in the former Brookstone Homes Development to the City of Kenosha in accord with separate agreements contractually binding the County, City and Bear. By agreement and MOU, Bear will be sold the property by the City and credit KHDS in a lease agreement which will reduce the County obligation to them in providing essential services. Attachments detail the agreement via contracts and MOU.

Dept./Division Head Signature: Patricia Merrill Date: 11/27/2019

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: Patricia Merrill Date: 11/27/2019

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: [Signature] Date: 11/27/19

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: [Signature] Date: 11/29/19

KENOSHA COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

Subject: Transfer of Tax Deed Land to City of Kenosha and Approval of Agreements with the City of Kenosha And BEAR Development, LLC	
Original <input checked="" type="checkbox"/> Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted:	Date Resubmitted:
Submitted By:	
Fiscal Note Attached	Legal Note Attached
Prepared By: Jennifer J. Kopp and John F. Moyer Corporation Counsel's Office	Signature:

WHEREAS numerous tax certificates have been issued on parcels enumerated by tax parcel numbers beginning with 07-222-25-360-001 on the attached Exhibit A (the "Property" also known as the "Brookstone Homes" lots) by the Kenosha County Treasurer for failure to pay taxes since 2010, and taxes are owed in the amount of \$113,967.84, with an estimated total tax interest amount due of \$44,331.81, total tax penalty of \$22,165.92; and there are special assessments owed on these parcels to the City of Kenosha of \$73,303.20, interest on these special assessments owed to the City of \$21,400.81 and special penalties on those assessments owed to the County of \$10,700.00 (total aggregate due to Kenosha County is \$272,825.75 and total aggregate due to the City of Kenosha is \$94,704.01)(all of these figures are given as amounts due if paid as of 1/31/2020); and

WHEREAS, pursuant to Wisconsin Statute § 75.69, a request has been made to the County to transfer the Property to the City of Kenosha to allow for the development of the Property, pursuant to the terms and conditions outlined in the County-City Agreement attached as Exhibit B; and

WHEREAS, in order to further the process of transfer of these properties and to expend the resources necessary to return them to use, the City has requested that all property taxes and those for 2019 to be billed in December, 2019 for these properties be forgiven; and

WHEREAS, BEAR Development, LLC, ("BEAR") has expressed an interest in purchasing, remediating, restoring and developing the Property from the City in a manner that would enhance the neighborhood, provide needed housing and increase the City and County's tax base; and

WHEREAS, BEAR is in negotiations with the City regarding the purchase of the Property and subsequent development of the Property, and

WHEREAS, these properties have long been delinquent and should be returned to the tax rolls and many benefits are derived from the return to lawful use of tax delinquent parcels; and

WHEREAS, BEAR currently has a lease agreement with Kenosha Human Development Services ("KHDS") and KHDS is contractually obligated to make lease agreements to BEAR consisting of base rent and additional improvement rent; and

WHEREAS, if BEAR purchases and develops the Property from the City, BEAR will reduce the leasehold and contractual expenses owed by KHDS to BEAR and this will provide a benefit to the public and the City and County of Kenosha, pursuant to the terms and conditions in the outlined County-Bear Agreement attached as Exhibit B; and

WHEREAS, considerable time and resources have already been expended in coordinating the taking and transfer of these properties.

NOW THEREFORE BE IT RESOLVED, that the County Board of Supervisors hereby approves the transfer of the Property, identified as Exhibit A, pursuant to the terms and conditions outlined in the Agreements attached as Exhibit B and Exhibit C.

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the County-City Agreement and the County-BEAR Agreement is approved and the County Executive and/or his designee are authorized to execute these Agreements, along with any document necessary to carry out the intent of this resolution.

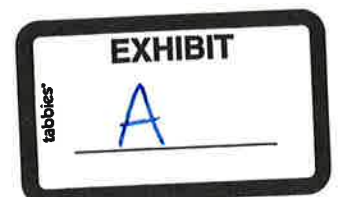
FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Terry Rose, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Ronald J. Frederick, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeffrey Gentz	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Edward Kubicki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John O' Day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

County Parcels

Tax Parcel Number:

07-222-25-360-001
07-222-25-360-019
07-222-25-360-018
07-222-25-360-017
07-222-25-360-016
07-222-25-360-015
07-222-25-360-014
07-222-25-360-013
07-222-25-360-012
07-222-25-360-011
07-222-25-360-041
07-222-25-360-042
07-222-25-360-063
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07-222-25-360-114