

FILED
03-20-2019
Clerk of Circuit Court
Kenosha County
2019CV000337
Honorable David
Bastianelli
Branch 1

STATE OF WISCONSIN CIRCUIT COURT KENOSHA COUNTY

RICHARD A. WEEKS and
ROBERTA L. WEEKS,
8726 38th Street,
Village of Somers, WI, 53144,

and

ICKY RICKY'S,
a sole proprietorship,
8726 38th Street,
Village of Somers, WI, 53144,

Plaintiffs,

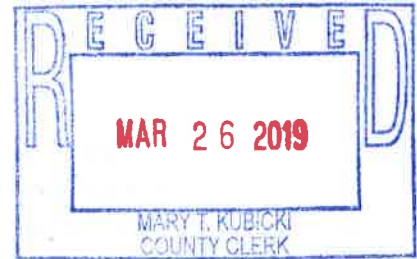
vs.

KENOSHA COUNTY
5700 6th Ave,
Kenosha, WI 53140,

and

KENOSHA COUNTY
DIVISION OF HIGHWAYS
19600 75th St., Suite 122-1
Bristol, WI 53104

Defendants.



SUMMONS

THE STATE OF WISCONSIN

To each person named above as a Defendant:

You are hereby notified that the Plaintiffs named above have filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Kenosha County Courthouse, 912 56th Street, Kenosha, WI 53140, and to Eminent Domain Services, LLC - 131 W. Wilson Street, Suite 304 Madison, Wisconsin 53703. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 18th day of March 2019.

Eminent Domain Services, LLC

Electronically Signed by Erik S. Olsen

Electronically Signed by Andrew D. Weininger

Erik S. Olsen

State Bar No.: 1056276

Andrew D. Weininger

State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 535-6109
Facsimile: (608) 338-0889

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Defendants.

COMPLAINT

Now come RICHARD A. WEEKS, ROBERTA L. WEEKS and ICKY RICKY'S by their attorney Eminent Domain Services, LLC, by Erik Olsen and Andrew Weininger, attorneys for the Plaintiffs, and allege and plead as follows:

- 1) This is a right-to-take action brought under Wis. Stat. § 32.05(5), the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. § 1983, Wis. Const. art. I, § 13, 42 U.S.C. §§ 4601–55, 6102, 49 C.F.R. § 24.8, 49 CFR § 24.102, Wis. Stat. § 32.05(2a), and Wis. Stat. § 840.03(1).
- 2) The Plaintiffs own certain real estate ("the Property") in Kenosha County, where their home is located and also where their business is located. The Property consists of a bar with attached living areas, several supporting structures, and a five acre lease. The Property is further described in the redacted jurisdictional offer for Parcel 1 ("the Jurisdictional Offer"), which is attached hereto as Exhibit A and incorporated herein by reference.
- 3) Plaintiffs Richard A. Weeks and Roberta L. Weeks are adult residents of the state of Wisconsin.
- 4) Icky Ricky's is a Wisconsin sole proprietorship.
- 5) The Plaintiffs will be displaced the Project.
- 6) Defendants Kenosha County, the Kenosha County Division of Highways, and their officers, agents, employees, and contractors (collectively the "Condemning Authorities"), located at the addresses above-captioned, are using eminent domain to take property from the Plaintiffs for a road expansion project (the "Project"). This complaint challenges both the taking and the procedural and substantive precursors to the taking as further outlined and noticed by this complaint.
- 7) The Project is regulated by Wis. Stat. ch. 32.
- 8) The Project is regulated by Federal Law including 42 U.S.C. § 61 and 49 C.F.R. § 24.
- 9) As part of the Project, the Defendants are attempting to acquire land from the Plaintiffs as further outlined in the Jurisdictional Offer which is attached hereto and incorporated

herein by reference (the "Taking").

10) The Taking implements or executes a policy statement, ordinance, regulation, or decision officially adopted and promulgated by the Defendants' officers, agents, employees, and contractors, and the Defendants acted under the color of law when they deprived the Plaintiffs of right(s) under federal law and the federal constitution including rights under the Uniform Act and under the right to the equal protection of the laws.

11) The Defendants' attempted taking of Plaintiffs' property is defective for the following reasons:

a. The Defendants failed to negotiate in good faith prior to making the Jurisdictional Offer and otherwise violated the applicable laws in the following ways: by attempting to acquire more property than was actually needed for the Project, and instead of concurrently offering to acquire the uneconomic remnant left by the Project, simply taking the whole property without providing the landowners with the option to keep the remnant, by failing to provide appropriate relocation assistance as required by law, by violating Federal law and Wisconsin law, and by conducting the acquisition in such a way that it forced the Plaintiffs to initiate a lawsuit against the Condemning Authorities.

b. The Defendants also failed to identify a legally adequate replacement property for relocation purposes for both the residential and business aspects of the Property, as shown the attached Exhibit B which is incorporated herein by reference. The Defendants only identified one replacement property and that property was inadequate because it required substantial construction including demolishing a wall between two abutting buildings as shown in the attached Exhibit B which is incorporated by reference, which may or may not have been architecturally feasible, installing a bar facility in the space, fixing what appeared to be a sinking

and compromised foundation, and converting a grassy area behind the buildings into a parking lot. Even if all of the changes could have been made, it is unclear if it would have been possible to obtain the necessary licenses for the new facility, and even if the necessary licenses were obtained, the proposed replacement facility is too far from the subject, therefore requiring the Plaintiffs to essentially start a new business in a different location, as it would be unreasonable to expect their customers to travel that far. Because the proposed replacement property would not be capable of maintaining the Plaintiffs' business as it currently is, it would not be a relocation, but rather the forced creation of a new business and is therefore not a comparable replacement property.

- c. The Taking exceeds the scope of the relocation order, or the Taking outlined in the relocation order exceeds the scope of what is necessary for the road project, or the relocation order is otherwise defective;
- d. The relocation order is void due to its failure to comply with the requirements defined under law;
- e. The Condemning Authorities have failed to adequately relocate the Plaintiff as required under Wisconsin law and 49 CFR § 24 and since they have yet to identify a comparable replacement property, have failed to give the requisite 90 day notice;

12) Wherefore, the Jurisdictional Offer is void and the Taking is void.

RELIEF SOUGHT

WHEREFORE, the Plaintiffs demand Judgment from the Court against Defendants as follows:

- A. For an order declaring the Jurisdictional Offer, and all actions undertaken thereafter by Defendants, null and void;

B. For an order prohibiting the recordation of an Award of Damages or voiding it if it has been recorded and a preliminary injunction and injunction against the Defendants;

C. For judgment determining that the Defendants do not have the right to condemn part or all of the property described in the Jurisdictional Offer;

D. For an order requiring Defendants to pay Plaintiffs' litigation expenses in accordance with applicable statutes; and

E. For such other relief as available and appropriate under the statutes cited in this complaint, and as the Court may otherwise find just and equitable.

Dated this 18th of March.

EMINENT DOMAIN SERVICES, LLC

Electronically signed by Erik S. Olsen

Electronically Signed by Andrew D. Weininger

Erik S. Olsen

State Bar No.: 1056276

Andrew D. Weininger

State Bar No.: 1084096

131 W. Wilson St., Ste. 304
Madison, WI 53703-3270
Telephone: (608) 535-6109
Facsimile: (608) 338-0889

Exhibit A



TAG Law International Lawyers

Saskia Chintamanil

Direct Telephone

414-276-1513

schintamanil@vonbriesen.com

Amended March 8, 2019

CERTIFIED MAIL

Mr. Erik S. Olsen
Eminent Domain Services LLC
131 West Wilson Street, Suite 304
Madison, WI 53703

**Re: Project ID 3210-00-5
Kenosha County - CTH S Expansion
Subject: Parcel 1**

Dear Mr. Olsen:

On September 7, 2018, your clients were issued Kenosha County's initial offer to purchase new right of way required for the expansion of County Trunk Highway S. The initial offer was based upon an appraisal prepared by Single Source, Inc. On February 26, 2019, your clients were issued a revised offer from the County in an attempt to negotiate for the purchase of the property.

Because the negotiations for this transaction have failed to reach a satisfactory conclusion, it is now necessary for Kenosha County to provide your clients with the enclosed Jurisdictional Offer. The Jurisdictional Offer was mailed yesterday, March 7, 2019, but the legal description was inadvertently omitted from the package. Enclosed is another copy of that Jurisdictional Offer and the legal description.

Providing this Jurisdictional Offer is one of the required actions set forth in Chapter 32 of the Wisconsin Statutes in order to acquire lands and interests through the eminent domain process. This process is more fully explained in the information sheet entitled, "The Rights of Landowners under Wisconsin Eminent Domain Law," that was previously given to your clients.

Your clients now have twenty (20) days from the postmark date of this mailing to either accept or reject the Jurisdictional Offer.

It remains Kenosha County's desire to reach a negotiated settlement. Please carefully consider this Jurisdictional Offer, and should your clients wish to accept the terms, please sign it as accepted on the second page and mail it to me.

Mr. Erik S. Olsen
March 8, 2019
Page 2

If there is no response from you or your clients by March 28, 2019, the County will presume that this offer is rejected, and will then proceed to acquire this parcel through the eminent domain process by issuing an Award of Damages pursuant to section 32.05(7) of the Wisconsin Statutes.

Please call me if you have any questions regarding the terms of this Jurisdictional Offer.

Very truly yours,

von BRIESEN & ROPER, s.c.


Smitha Chintamaneni

SC:amb
Enclosures

cc: Richard A. Weeks and Roberta L. Weeks, 8726 38th Street, Kenosha, WI 53144 (Via Certified Mail)
Middle Branch Saloon, LLC, c/o Sharon Christnovich, Registered Agent, 1204 E. Oakwood Road,
Oak Creek, WI 53154 (Via Certified Mail)

12022470_1.DOCX

JURISDICTIONAL OFFER

Isa 1759 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date

March 6, 2019

To

Richard A. Weeks and Roberta L. Weeks, husband and wife, ("Owner") and Middle Branch Saloon, LLC ("Vendor").

Relocation Order Date
01/18/2019Relocation Order
Filed in the office of the County Clerk
on 01/17/2019County
KenoshaPublic Purpose for Property
Highway or other transportation
related purposes

Kenosha County, hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest, all as particularly described on attached page, and agrees to pay the sum of:

within 30 days from the acceptance of this offer.

A. The said property, and/or rights as described, are required by Kenosha County for the public purpose stated above, as more fully described in the Relocation Order, date and place of filing specified above. Kenosha County in good faith intends to use the above-described property for such public purpose.

B. Kenosha County proposes to occupy and the Owner will vacate the premises on June 15, 2019.

C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:

- | | |
|---|----|
| (a) Loss of land, including improvements and fixtures actually being acquired | \$ |
| (b) Damages caused by loss of existing rights of access | \$ |
| (c) Damages caused by loss of air rights | \$ |
| (d) Damages caused by loss of legal nonconforming use | \$ |
| (e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land | \$ |
| (f) Damages to property abutting on a highway right of way due to change of grade | \$ |
| (g) Cost of fencing reasonably necessary to separate land taken from remainder | \$ |
| (h) Market value of uneconomic remnant | \$ |
| (i) Other | \$ |
| Total | \$ |

Compensation for additional items of damage listed in s. 32.19 and s. 32.195 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.

D. The purchase price is based upon an appraisal of the Owner's property a copy of which has been provided to the Owner. If required, the appraisal is available for inspection at the Kenosha County Highway Commissioner's Office.

E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to the above mentioned 20-day deadline; and the offer and acceptance must be delivered to agent for Purchaser: Clement Abongwa, Director/Highway Commissioner Kenosha County Center 19800 75th St., Suite 122-1, Bristol, WI 53104-9772 not later than regular office closing time of 5:00 p.m. on the abovementioned 20-day deadline, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than the abovementioned 20-day deadline.

F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.

G. If Owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s. 32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. This right of appeal is subject to the provisions of s.32.05(8)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemnor, under certain circumstances.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 30 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 30-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as an Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s). Land and improvements.
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Charles Abongwa 03/07/2019
 Clement Abongwa, P.E.
 Director/Highway Commissioner, Kenosha County
 Title

If owner is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature	Date
Owner Signature	Date
Owner Signature	Date
Owner Signature	Date

If owner is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation	
Officer Signature	Date
Title	
Officer Signature	Date
Title	

If vendor is not a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Owner Signature	Date
Owner Signature	Date
Owner Signature	Date
Owner Signature	Date

If vendor is a firm or corporation, check and sign here:

☐ Accepted ☐ Rejected

Name of firm or corporation	
Officer Signature	Date
Title	
Officer Signature	Date
Title	

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Kenosha County, State of Wisconsin, described in as follows:

Certified Survey Map No. 953, recorded May 20, 1983, in Volume 1133, Page 568, as Document No. 703127 and being part of the Northwest¼ of Section 28, Town 2 North, Range 22 East of the Fourth Principal Meridian, AND Part of Certified Survey Map No. 954, being in the Northwest¼ of Section 28, Town 2 North, Range 22 East of the Fourth Principal Meridian and being more particularly described as: Commencing at the Southwest corner of said ¼ Section; thence North 89° 48' 38" East, 165.00 feet; thence North 1° 26' 02" West parallel to the West line of said ¼ Section, 60.01 feet to a point on the East line of Certified Survey Map No. 953 and the point of beginning of the parcel to be herein described; thence continue North 01° 26' 02" West along said East line and parallel to the West line of said ¼ Section, 203.99 feet to the Northeast corner of said Certified Survey Map No. 953; thence South 89° 48' 38" West along the North line of said Certified Survey Map and parallel to the South line of said ¼ Section, 165.00 feet to the West line of said ¼ Section and to a point on the West line of Certified Survey Map No. 954, a plat of record; thence North 01° 26' 02" West along said West line, 38.50 feet; thence South 84° 09' 00" East, 186.47 feet; thence South 01° 26' 02" East parallel to the West line of said ¼ Section, 222.86 feet to the North right of way line of State Trunk Highway 142; thence South 89° 48' 38" West along said North right of way line and parallel to the South line of said ¼ Section, 20.00 feet to a point on the East line of aforesaid Certified Survey Map No. 953 and the point of beginning; INCLUDING highway and BEING SUBJECT TO a public highway over and across the Westerly portion thereof, lying and being in the Village of Somers, Kenosha County, Wisconsin.

This parcel contains 1.215 Acres, more or less.

Exhibit B

TerraVenture
ADVISORS

March 5, 2019

Via Certified Mail

#7015 3010 0000 4044 7598

Richard & Roberta Weeks
Icky Ricky's Tavern
8726 38th Street
Kenosha WI 53144

Re: CTH S
Project #3210-00-05

Dear Icky Ricky's C/O Mr. & Mrs. Weeks:

Kenosha County is currently negotiating for the acquisition of the property your business currently occupies. As a business relocatee, you may be eligible for certain relocation payments to assist you in either purchasing or renting a replacement property for your business. This letter provides information on the replacement business payment under Wisconsin State Statute s. 32.19(4m) and Wisconsin Administrative Code ADM 92, Subchapter IV.

A "business" under ADM 92.01(5) is a legal activity conducted: for the purchase, sale, lease or rent of personal and real property and to manufacture, process, or market a product, commodity or other personal property; for the sale of a service to the public; or as a non-profit organization. To qualify for a replacement business payment, a business must be operating at the property being acquired for at least one year before the initiation of negotiations to purchase the property.

Business Categories and Eligibility – For the purposes of a replacement business payment, state law defines two categories of business – an owner displaced business and a tenant displaced business.

An owner displaced business is a displaced person who owned the real property being acquired and also owned the business operation conducted on the real property being acquired. An owner displaced business is eligible for a replacement business payment. (s. 32.19(g), Wis. Stats.) The business replacement payment contains two components for determined eligibility: a price differential and an estimate of reasonable project costs.

Documentation Required - Under Wisconsin relocation law, documentation is required to verify your eligibility to receive benefits, whether claiming eligibility as either an owner or tenant displaced business. We request that you submit a signed copy of your latest business income tax return. Applicable tax forms include:

Sole Proprietorship-Schedule "C" or "F" (Form 1040: Profit and Loss Farm/Business)

Partnership - Schedule "K-1" (Form 1065: U.S. Partnership Return and Income)

Limited Liability Company (LLC): An LLC business entity must file as a corporation, partnership or sole proprietorship tax return.

"C" Corporation (Form 1120 or 1120A: U.S. Corporation Income Tax Return)

"S" Corporation (Form 1120S: U.S. Income Tax Return for an "S" Corporation)

Non-profit Organization (Form 990: Return of Organization Exempt from Income Tax)

Your information is important to proceed with the relocation process and will be kept confidential as part of your relocation file. Without this documentation, you may not qualify to receive any replacement business payment.

There are other benefits described in this package that are available to you as a displaced business. These benefits include moving expenses and re-establishment expenses.

Please submit your documentation to:

Laura Sadler
Relocation Specialist
TerraVenture Advisors, LLC
13500 Watertown Plank Road Ste 200
Elm Grove, WI 53122

If you have any questions or concerns regarding this request or your benefit eligibility, please do not hesitate to contact me at 414-327-2607.

Thank you for your cooperation.

Sincerely,

TerraVenture Advisors, LLC



Laura H. S. Sadler
Real Estate Specialist

Enclosures

BUSINESS REPLACEMENT PAYMENT - OWNER

Computation Form

RE1609 09/2018

Wisconsin Department of Transportation

☒ Original☐ Revised**Subject Property**

Business Legal Name - Page with State of Wisconsin

Icky Ricky's / Richard & Roberta Weeks

Address

8726 38th St., Kenosha, WI 53144

Subject Photo Use Type-Business Farm Non-Farm

Bar Tavern / Mixed use with Residential

Type of Construction

Frame with stone and wood siding

Code Completion

yes

Building Age

80+

Type of Neighborhood

transitional

Access to Public Services

N/A

Lot Area
0.00 / acresTotal Area of Subject Property
3,076 sq. ft. (50%)

Approx 40

Average

Soil Quality

Suitable for building and

- ☒ Yes, Carve-out - Attach explanation. Mixed Use Property - Allocation Attached.
☐ No Carve-out

Section A - Available Comparable Property - Computations are made using Comparable Property A listed below

Comparable Property	Address or Location	Lot Price
A	34500 Geneva Road, New Munster, WI 53152	\$241,500
B		\$
C		\$

Section B - Business Replacement Payment Calculation

1. List Price of Comparable A	\$241,500
2. Less Acquisition Price of subject property	\$307,500
3. Equate	\$0
4. Plus Total for Comparable A under Section D	\$285,000
5. Equate Business Replacement Payment indicated calculated maximum payment	\$285,000

Section C - Computation of rent supplemental payment for owner-occupant

1. New monthly rent (from Comparable A) at \$	per month x 48 months	\$
2. Less economic monthly rent at \$	per month x 48 months	\$
3. Equate Business Replacement Payment owner-occupant changing status to tenant (not to exceed total of Section B)		\$

Section D - Costs of necessary physical changes to comparable properties

Discussion of physical changes and justification for each must be included with supporting documentation of each comparable property along with the listing information with cost sources as reasonable project costs.

Comparable Property	Brief description of changes needed	Total Cost
A	Electrical reconfiguration/update to present code/combine service	\$85,000
B	Renovation of bar and combine two spaces into all bar area	\$150,000
C	HVAC reconfiguration for combined space	\$40,000

NOTE: Computations are maximum amounts. Only those amounts actually spent and other reasonable project costs, up to the maximum will be reimbursed.

Attachments

*Business Comparison Chart

*Documentation of comparable properties from source of information with cost information and sources of any necessary physical changes

Relocation Specialist Statement of Certification - I certify that:

- The determination of the amount of this payment as shown in the computations on this document is correct to my knowledge;
- I understand that the determination may be used in connection with a Federal Aid Project;
- I have no direct or indirect present or contemplated interests in this transaction nor will I derive any benefit as a result.

APPROVAL RECOMMENDED:

Relocation Specialist

Date

COMPUTATION APPROVED BY:

BTS-RE Statewide Relocation Facilitator

3/1/19

Date

Project ID 3210-00-05	Project May 8	County Kenosha	Parcel 1, Unit 2
--------------------------	------------------	-------------------	---------------------

Kenosha County Approval:

Clement Hongma

March 04, 2019

BUSINESS REPLACEMENT PAYMENT – OWNER

Wisconsin Department of Transportation

Comparison Chart

ITEM	SUBJECT PROPERTY	COMPARABLE A	COMPARABLE B	COMPARABLE C
Business Legal Name	Icky Ricky's	Dave's Saloon		
Unit Type – Business, Farm, Non-Profit	Tavern portion of mixed use	Tavern portion of mixed use		
Address	8728 38 th Street, Kenosha, WI	34500 Geneva Rd, New Munster		
Functionally equivalent		Yes		
Distance from subject		18.4 miles		
Land area	0.881 acres	0.34 acres		
Total Area of Subject Building(s)	3,076 SF Tavern	3,780 SF		
Type of Construction	Frame, with wood, stone exterior	Frame with vinyl siding		
State of Repair	Average	Average		
Building Age	80+ years	80+ years		
Utilities Available	Well, Septic, Electric, Gas	Water, sewer, Electric, Gas		
Zoning	B-3 Highway Business	B-2 Community Business District		
Code Compliant	Licenses in place	Licenses in place – transfer negotiable		
No. Parking Stalls	Estimate 40 stalls	12 stalls + street parking		
Access to Public Services	Emergency and Highway	Emergency and Street		
Cost of necessary physical changes to comparable properties		\$285,000		\$
List Price	\$	\$241,500		\$
Total Cost	\$307,500	\$626,500		\$

All properties identified are considered comparable. The BRP is calculated utilizing the costs associated with Comparable A.

Explanation (Attach further pages if necessary):

The subject is a mixed-use property with use for both the Tavern business and owner residence. The total cost of the subject is the allocated price of the subject's business use. Both the tavern and residence have above average square footage. The subject does not have a kitchen for food service and the listing states space for future full kitchen, but currently the comparable only offers Pizza. A review of alterations needed at the comparable resulted in a general estimate by Guthrie Property Services, LLC in approximately \$285,000. Please see the attached Reasonable Project list the agent compiled and the estimate from Guthrie.

Project ID 3210-00-05	Project Hwy 8	County Kenosha	Parcel 1, Unit 2
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Richard and Roberta Weeks
Icky Ricky's
8726 38th Street
Kenosha, WI 53144
3210-00-05 Parcel 1

Appraised Value: \$615,000
Total Building SF: 6,152
Business purpose: 3,076 SF
Residential purpose: 3,076 SF


Allocation of compensation and use for the subject.

Residential
 $3,076 \text{ SF} / 6,152 \text{ SF} = 50\%$
 $\$615,000 \times 50\% = \$307,500$

Business
 $3,076 \text{ SF} / 6,152 \text{ SF} = 50\%$
 $\$615,000 \times 50\% = \$307,500$

2/26/2019

Next to Web

Address: 34500 Geneva Rd How Munster, Wisconsin 53152 Taxed by: Wauwatosa 		MLS #: 1611467 Property Type: Commercial - retail Status: Active Taxes: \$5,113 Tax Key: 95-4-119-031-0350 Addtl Tax Key: 95-4-119-031-0300 County: Kenosha	
Est. Total Sq. Ft.: 8,180 Lot Description: 92 x 165 Flood Plain: No Occ. Permit Required: N Zoning: B-2		List Price: \$525,000 For Sale/Lease: For Sale Only Est. Acrrage: 0.34 Tax Year: 2017 Days On Market: 130 Est. Year Built: 1920 Year Established: Parking: 12 Occupied: Y	
Bus/Com/Ind: Commercial Name of Business: Industrial Park Name: Lease Amount: \$ / Avg Rent/SqFt: \$0		Sched. Gross Income: \$0 Gross Operating Inv: \$0 Net Operating Income: \$0 Total Operating Exp: \$0 Vacancy Allowance: \$	
Directions: Hwy 50 to Geneva Rd, south to address PIA/PR ID: S0609			
Type Commercial:	Other	Heating/Cooling:	Natural Gas, Forced Air
Type of Business:	Tavern/Bar	Water/Waste:	Municipal Water, Municipal Sewer
Location:	Corner	Municipality:	Town
# of Stories:	2	Miscellaneous:	Fixtures, Other
Proximity to HWY:	Other	Occupied:	10%-20% Vacant
Road Frontage:	Town/City Road	Basement:	Full
Exterior:	Vinyl, Other	Expenses Include:	Other
Roofing:	Rubber, Metal	Licenses:	Liquor
Avg Ceiling Height:	8'-10'	Sale Includes:	Real Estate, Rental Units, Outbuilding(s)
Truck Door Height:	No Truck Door	Documents:	Leasing Contract, Seller Condition, Other
		Occupancy:	Immediate
Remarks: What an opportunity! This mixed use property is a truly turn-key investment. Substantial and tasteful improvements are all in place allowing you to step in and take over. New roofs, windows, siding, rehabbed apartments and more. Clean as a whistle from top to bottom. Three apartments offers huge room sizes & full ceilings and include a 4 bed, a 3 bed & a 1 bed. First floor offers the iconic Daves Saloon with full bar, new walk in, large prep area perfect for future full kitchen & clean/dry basement with exterior access ideal for liquor deliveries. Add, storefront could be used for additional din space banquets, more! Features, equipment, video gaming, more included in sale. Lg corner lot with ample parking & green space & separate 2 car gar. You will be impressed with this property. Private Remarks: Marc Frisco co-Lister. Licenses are negotiable; business transferred w/ sale w/ fixtures & name only. Sq ft to be verified by buyer. Financials & showing of complete property (occupied units) only after a NDA is signed & buyer financial qualification provided. Existing board draft system not connected but easily adapted to basement or walk in. Two parcels transferred. Showing Information: Must confirm, Agent to be present for showings. Call/text Heather or Marc 262-705-0112, co-listed with Marc Frisco. Inclusions: Consumables at time of closing, 4 video gaming machines, rent rol, security deposits, trade fixtures, trade name, licensing as transferable. Exclusions: certain decor items, water softener, rented, ice bin, gun system rented, 1 of 5 video gaming machines is leased. Dart board, pool table, juke box, AT&T leased. Owners receive portion of leased items.			
Sub Agent Comm: 2.4 %	Excl. Agency Control: N	Broker Owned: N	Electronic Consent: No
Buyer Agent Comm: 2.4 %	Var. Comm.: N	Owner: of record	
Limited/Unserviced: No	Named Prospects: N		
Listing Office: RE/MAX Newport Elite, 30138 Ph: 262-925-3000 Fax: 262-694-3231 URL: www.remax.com	Listing Agent: Heather M Thompson ABR: 21590 Ph: 262-208-0484 Cell: Fax: 262-694-3231 Email: heather_hornes@viation.com	LA Address: 6905 Greenway Rd Suite 104 Kenosha, WI 53142 LO License #: 834348-91 LA License #: 26210-04	

[illegible]

Allocation of Listing 1611467
34500 Geneva Rd, New Munster, WI
\$525,000; 8,160 SF total
Blz use: 3,780 SF
Res use: 4,380 SF

Allocation of Business Use:
 $3,780/8,160 = 46\%$
 $46\% \text{ of } \$525,000 = \$241,500$

Allocation of Residential Use:
 $4,380/8,160 = 54\%$
 $54\% \times \$525,000 = \$283,500$

Reasonable Project Costs
34500 Geneva Road

Create double-sided or U shaped bar

- Move electric in short wall
- Build bar
- Barback reshelves

Open storefront unit into bar

- Remove / alter wall
- Kitchen removal
- Lighting
- Wall covering

Guthrie Property Services, LLC

W349 34051 Waterville RD
DOUSMAN, WI 53118

BILL TO:

TerraVenture Advisors
13500 Watertown Plank Rd Suite 200
Elm Grove, WI 53122

DATE: FEB 25 2019
INVOICE 1903

FOR: HWY 8
Kenosha
CO./RPC

DESCRIPTION		RATE	AMOUNT
TRIP CHARGE:	41Miles	0.68	\$ 47.58
Reno Range for property 34500 Geneva Rd New Munster WI	3.5hrs	75.00	262.50
ELECTRICAL: 85k-95k. Plus permits. Not including any additions other than complying with uniform code to combine Store Front and Bar service.			
BAR/INFRASTRUCTURE: All demo to existing store, opening up wall between properties. Adding one drink/sink station, updating current station construction of bar, reconfiguring coolers in center. ADA closet in store. 150k			
HVAC: Update/reconfigure current HVAC 30k-40k			
FIRE SUPPRESSION OR ADA COMPLIANCE: Unable to determine at this time, would need town requirements and engineering reports to bid correctly			
Total Project:			
SUBTOTAL			\$ 310.08
TAX RATE			
SALES TAX			
DEPOSIT			
TOTAL			\$ 310.08

Make all checks payable to Ryan Guthrie 3025 N. 88th St Wauwatosa, WI 53222
Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!