

COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS, WISCONSIN  
RESOLUTION NO. 1417  
DATE ADOPTED: March 8, 2022

Resolution to approve Amendment #2 to the Staging and Grading Temporary Easement Agreement between the Community Development Authority of the City of West Allis and Mandel Development, Inc. Group for the Phase II of The Market development (South of National Avenue "SONA").

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") owns a portion of the land at the southwest corner located Six Points Crossing and W. National Avenue (SONA) consisting of 6.48 acres of land (notably Lot 1, Lot 3, and Lot 4); and,

WHEREAS, the Authority approved a Site Staging and Grading Temporary Easement Agreement on September 14, 2021, under Resolution No. 1390; and,

Whereas, the Authority approved Amendment # 1 on October 25, 2021, for ability to commence construction of SoNa Lofts on Lot 2; and,

Whereas, the Authority wishes to create additional tax base and foster job creation for the City of West Allis (the "City") through the sale and redevelopment of the property; and,


WHEREAS, the Mandel Development, Inc. has requested an amendment to the Agreement on the acquisition timeframe - requesting a change from March 1, 2022, to April 1, 2022, relative to Lot 1.

WHEREAS, Mandel Group will be responsible for all associated permits, liabilities, and costs outline within the terms and conditions of the Site Access Agreement hereby attached as Exhibit A – Site Access Agreement; and,

WHEREAS, Executive Director recommends approval of the amendment to the Site Access Agreement as the overall Development Agreement negotiations have advanced.

NOW, THEREFORE BE IT RESOLVED by the Community Development Authority of the City of West Allis, as follows:

1. Upon the Authority's approval of the Purchase and Sale and Development Agreement for the SONA Lofts portion of the redevelopment as well as site improvements to all of SONA, the Executive Director is authorized to enter into an amendment to the Site Access Agreement for Phase II of The Market development (South of National Avenue "SONA")
2. The Executive Director is authorized to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
3. The City Attorney is authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved:   
Patrick Schloss, Executive Director  
Community Development Authority

**Staging and Grading Temporary Easement Agreement**

**Amendment # 2**

The Amendment #2 to the Staging and Grading Temporary Easement Agreement (the "Agreement") dated this 8 day of March 2022 by and between the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a separate body politic created by ordinance in the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Grantor") and MANDEL DEVELOPMENT, INC., a Wisconsin corporation and assignees and affiliates thereof ("Grantee").

Parties of the Agreement wish to amend the Agreement to accompany ongoing negotiations and project planning for Makers Rows Development within the SoNa Redevelopment within the Six Points Farmers Market Redevelopment Area.

All terms, conditions, and provision of the Agreement dated October 25, 2021, remain unchanged and enforced

Both Parties to the Agreement hereby agree as follows to amend the Agreement:

To amend within Section 4, from the "March 1, 2022" date to "April 1, 2022" for the date of acquisition.

*Signatures follow on next page*

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto set their hands and seals on the date set forth above.

**GRANTOR:**

COMMUNITY DEVELOPMENT AUTHORITY  
OF THE CITY OF WEST ALLIS

By:   
Patrick Schloss  
Its: Executive Director

State of Wisconsin  
County of Milwaukee

Personally, came before me this 8 day of March, 2022, the above-named Patrick Schloss, to me known as the Executive Director of the Community Development Authority of the City of West Allis, who executed the foregoing instrument and acknowledged that he executed the same for the purposes herein contained on behalf of the said Community Development Authority.

  
Notary Public




Name: Gale M Jender  
State of WI County of Milwaukee  
My Commission Expires: 10/8/24

IN WITNESS WHEREOF, the Grantor and Grantees have hereunto set their hands and seals on the date set forth above.

**GRANTOR:**

MANDEL DEVELOPMENT, INC.

By:   
Robert B. Monnat  
Its: Senior Partner/Authorized Agent

State of WISCONSIN

County of MILWAUKEE

Personally, came before me this 11<sup>th</sup> day of MARCH, 2022, the above-named Robert B. Monnat, to me known as the Senior Partner/Authorized Agent of Mandel Development, Inc., who executed the foregoing instrument and acknowledged that he executed the same for the purposes herein contained on behalf of the said Community Development Authority.

  
Notary Public

Name: KRISTINE M. DEVITT

State of WI County of MILWAUKEE

My Commission Expires: 11/16/24

**KRISTINE M. DEVITT  
NOTARY PUBLIC  
STATE OF WISCONSIN**