

COOPERATION AGREEMENT

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this 6~~th~~ day of August Oct, 2015, by and between the CITY OF WEST ALLIS, a municipal corporation (the "City") and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (the "Authority"), a public body, corporate and politic, created and existing under the laws of the State of Wisconsin;

WHEREAS, the Building Inspections and Neighborhood Services ("BINS") Department Director has obtained the proper court-ordered raze/repair orders for various properties around the City and has identified various other properties that are recommended for court-ordered raze/repair orders (the "Properties"), to eliminate blighting and unsafe environments that the Properties present; and,

WHEREAS, Properties to be demolished shall be recommended to the Common Council for final approval by a committee consisting of the Mayor, the President of the Common Council, the Chief of Police, the Director of BINS, and the Director of Development and/or any of their designees, and priority shall be given to Properties with criminal activity, and/or life safety issues, and/or visible blight; and,

WHEREAS, the Common Council of the City of West Allis (the "Common Council") is using the term "Zombie Properties" as a general expression to define properties where a mortgage servicer files a foreclosure and then does not complete the process, properties that have been abandoned by the owners and no foreclosure has been filed for, properties creating a blighting influence, and/or properties that are on BINS' nuisance and abandoned list; and,

WHEREAS, it is necessary to enter into a professional consulting services contract for the preparation of plans and specifications in order to bid out the demolition of the various Zombie Properties, and a demolition contract for the demolition work that would be required per court-ordered raze/repair orders; and,

WHEREAS, the Common Council controls various funding sources that would be eligible to fund all demolition-related expenses for said Properties, a copy of which is attached hereto and made a part hereof (Exhibit 2: "Zombie Property Funding Sources"); and,

WHEREAS, through this Cooperation Agreement, the Common Council hereby authorizes and directs the Community Development Authority of the City of West Allis (the "Authority") to administer and manage said funding sources and demolition-related projects of Zombie Properties in order to carry out court-ordered

raze/repair orders for said Properties; and,

WHEREAS, the Common Council hereby allocates \$100,000 from the Reserve for Zombie Property Fund to support Zombie Property-related activities; and,

WHEREAS, the Common Council hereby authorizes the Authority to make final determination when allocating funding sources for demolition-related expenses for each Zombie Property, as appropriate.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Project Definition. The Authority agrees to complete all court-ordered raze/repair orders for said Properties on behalf of the City.
2. Establishment of Funds. The City will provide to the Authority access to funds necessary to complete demolition-related projects of various nuisance and abandoned properties in order to carry out court-ordered raze/repair orders for said Properties. The Authority shall draw from said deposit funds as necessary to pay for demolition-related expenses of said Properties.
3. Verification by Comptroller. The City Comptroller shall from time to time, as his judgment is appropriate, review the receipts and expenditures of the Authority in connection with the demolition-related projects of various nuisance and abandoned properties in order to carry out court-ordered raze/repair orders for said Properties, and the City Comptroller shall have full power to make such audit as is necessary to provide for a full accounting to the City. The City Comptroller shall conduct an audit and report to the Common Council with respect to the results of such audit.
4. Project Management. The Department of Development, in cooperation with the Building Inspections and Neighborhood Services Department, shall assign sufficient personnel to implement and complete court-ordered raze/repair orders for various nuisance and abandoned properties.
5. Compliance with Laws. The Authority agrees to comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to court-ordered raze/repair order projects and any funding provided therefore.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Authority have caused the Cooperation Agreement to be duly executed the day and year first above written.

In the Presence of:

Janette Wondrasch

CITY OF WEST ALLIS

By: Dan Devine (SEAL)
Dan Devine, Mayor

Janette Wondrasch

Attest: Rebecca N. Grill (SEAL)
Rebecca N. Grill
City Administrative Officer

In the Presence of:

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
WEST ALLIS

Barbara J. Burkee

By: Gerald Matter (SEAL)
Gerald Matter, Chairman

Barbara J. Burkee

Attest: John F. Stibal (SEAL)
John F. Stibal, Executive Director

Approved as to form this 06 day
10/06 Oct. 2015

Scott Post
Scott Post, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 14 day of Oct, 2015
and I certify that the necessary funds have been
provided to pay the liability that may be incurred,
by the City of West Allis under this Agreement.

Mark D. Wyss
Mark D. Wyss, Chief Financial Officer-
Director Finance/Comptroller/Treasurer

DEMOLITION OF "ZOMBIE PROPERTY" FUNDING SOURCES

	<u>Source Name</u>	<u>Funding Recommendation</u>	<u>Where Funding originated</u>
1	Tax Increment Finance (TIF) Districts	As previously approved in each TID	Funds may be used within radius of various TIF Districts. Project budget already approved by budget CC and CDA.
2	Reserve for Zombie Property Fund	\$ 100,000.00	\$18,900 & \$39,375 from Renn Fair Loans in 2014, + balance of \$41,725 from 2014 general city surplus = \$100,000. Already received CC approval, simple majority.
3	Community Development Block Grant Funds	\$ 60,000.00	Funds may be used for slum and blight elimination. Original \$100,000 budget already approved by CC, \$40K already spent on demo.
4	Community & Economic Development Investment Fund	\$ -	\$600,000 original balance from Whitnall Summit FIRE loan repayment. \$30K went to Neighborhood Associations, \$94K went to RR bridge painting. \$476,000 balance to date. Funds spent require a 8-2 vote of the Common Council
5	Ren Fair III Interest	\$ -	Interest on repayment of City Loan to FIRE for JC Parking Structure (\$187,305 total repayment in 2015, less \$50K already allocated to parks = \$137,305 balance to date). As "zombie properties" was not budgeted, it would require CC approval with a simple majority.
6	Reserve for Public Access/Green/Rehab	\$ -	Funds designated for ADA retrofit, "green" initiatives and rehab. City Hall ADA improvements currently being funded with CDBG funds rather than these reserve funds. These funds may be appropriated from the reserve with approval from the Common Council by simple majority. \$300,000 balance to date.
7	Beloit Road Senior Apts. Developer Fee	\$ -	Funds earned from the City's portion of Developer Fee as part of Beloit Road Low Income Housing Tax Credit deal. Would require CDA approval to spend.
8	General Contingency Fund	\$ -	General Contingency Fund
	TOTAL	\$ 160,000.00	