



City of West Allis

Meeting Agenda

Safety and Development Committee

Aldersperson Thomas G. Lajsic, Chair
Aldersperson Angelito Tenorio, Vice-Chair
Alderspersons: Kevin Haass, Danna Kuehn, and Martin J. Weigel

Wednesday, April 14, 2021

6:30 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [2021-0262](#) Minutes (draft) of the Safety and Development Committee meeting of February 10, 2021

D. NEW AND PREVIOUS MATTERS

2. [2021-0257](#) Consideration to amend the prohibited uses noted within the Six Points Redevelopment Plan

Sponsors: Safety and Development Committee

3. [R-2021-0238](#) Resolution to approve a Development Agreement by and between West Allis Brewing Property LLC and the Community Development Authority for sale of land and the establishment of a brewery at 6749-51 W. National Ave., 67** W. National Ave., and 67** W. Mitchell Ave.

Recommendation: Adopt

Sponsors: Safety and Development Committee

4. [2021-0259](#) Overview of the West Allis Residential Market Analysis Strategy Planning Guidelines report

Sponsors: Safety and Development Committee

5. [2021-0260](#) Discussion relative to Complete Streets and overview of the draft policy

E. ADJOURNMENT



All meetings of the Safety and Development Committee are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



City of West Allis

Meeting Minutes

Safety and Development Committee

Aldersperson Thomas G. Lajsic, Chair
Aldersperson Angelito Tenorio, Vice-Chair
Alderspersons: Kevin Haass, Danna Kuehn, and Martin J. Weigel

Wednesday, February 10, 2021

6:00 PM

City of West Allis YouTube Channel

Draft

VIRTUAL MEETING

City of West Allis YouTube Channel

<https://www.youtube.com/user/westalliscitychannel/live>

A. CALL TO ORDER

The meeting was called to order by Chair Lajsic at 6:00 p.m.

B. ROLL CALL

Present 5 - Lajsic, Tenorio, Haass, Kuehn, and Weigel

Others Present: Steven J. Schaer, Planning & Zoning Manager, Patrick Schloss, Economic Development Executive Director; and Ed Lisinski, Director of Building Inspections & Neighborhood Services Department.

C. APPROVAL OF MINUTES

1. [2021-0120](#) Minutes (draft) of the Safety and Development Committee meeting of January 13, 2021

Attachments: [2021-01-13 S&D M](#)

A motion was made by Haass, seconded by Weigel, that this matter be Approved. The motion carried unanimously.

C. NEW AND PREVIOUS MATTERS

2. [O-2021-0007](#) Ordinance to rescind parking restrictions on the west side of S. 71st St. from W. Rogers St. to 90' North of W. Rogers St.

Sponsors: Aldersperson Vitale

Attachments: [O-2021-0007](#)

Held

3. [O-2021-0010](#) Ordinance to amend the official West Allis Zoning Map by rezoning property located at 1436 S. 92 St. from RC-2, Residence District to C-2, Neighborhood Commercial District submitted by Andy Lopac (Tax Key No. 451-0228-002).

Sponsors: Kuehn

- Attachments:** [Ord 2021-0010](#)
[Exhibit A](#)
[Application - Rezone -1436 S 92 RC-2 to C-2 \(Lopac\)](#)
[AFFIDAVIT OF PUBLICATION - PH O-2021-0010 11952243](#)
[Ord 2021-0010 signed](#)
[AFFIDAVIT OF PUBLICATION - O-2021-0010 11969308](#)

A motion was made by Kuehn, seconded by Weigel, that this matter was Recommended for Passage. The motion carried by the following vote:

Aye: 5 - Lajsic, Tenorio, Haass, Kuehn, and Weigel

No: 0

4. [O-2021-0011](#) Ordinance to amend the Official West Allis Zoning Map by rezoning properties, located at 331-33 S. 108 St., and 1** Block of S. 108 St. from M-1, Light Industrial to C-3, Community Commercial District (Tax Key No. 414-9990-001 and 414-9991-002).

Sponsors: Alderperson Grisham and Kuehn

- Attachments:** [O-2021-0011](#)
[Exhibit A](#)
[AFFIDAVIT OF PUBLICATION - PH O-2021-0011 11952235](#)
[Ord O-2021-0011 signed](#)
[AFFIDAVIT OF PUBLICATION - O-2021-0010, 0011, 0012, 0013, 0008, 0005 11969308](#)

A motion was made by Weigel, seconded by Kuehn, that this matter was Recommended for Passage. The motion carried by the following vote:

Aye: 5 - Lajsic, Tenorio, Haass, Kuehn, and Weigel

No: 0

Ald. Lajsic recused himself from items 5 and 6 on the agenda and turned meeting over to Vice Chair Tenorio.

5. [O-2021-0012](#) Ordinance to amend the official West Allis zoning map amending section 12.05 relating to the following properties: 6500 W. Washington St., (Tax Key Nos. 439-0001-037); and 1323 S. 65 St., (Tax Key Nos. 439-0139-002).

Sponsors: Tenorio and Alderperson Vitale

- Attachments:** [O-2021-0012 proposed amendment](#)
[O-2021-0012](#)
[Exhibit A](#)
[Ord O-2021-0012 signed](#)
[AFFIDAVIT OF PUBLICATION - O-2021-0012 11969308](#)
[AFFIDAVIT OF PUBLICATION - O-2021-0010, 0011, 0012, 0013, 0008, 0005 11969308](#)

A motion was made by Weigel, seconded by Haass, that this matter was Recommended For Passage As Amended, removing 1339-1347 S. 65 St. from the ordinance. The motion carried by the following vote:

Aye: 4 - Tenorio, Haass, Kuehn, and Weigel

No: 0

6. [O-2021-0013](#) Ordinance to amend the official West Allis Future Land Use Map within the City’s Comprehensive Plan (Chapter 10 Land Use) from Industrial and Office to Commercial Land Use

Sponsors: Tenorio and Alderperson Vitale

- Attachments:** [O-2021-0013 proposed amendment](#)
[O-2021-0013](#)
[Exhibit A](#)
[Ord O-2021-0013 signed](#)
[AFFIDAVIT OF PUBLICATION - O-2021-0013 11969308](#)

A motion was made by Weigel, seconded by Haass, that this matter was Recommended For Passage As Amended, removing 1339-1347 S. 65 St. from the ordinance. The motion carried by the following vote:

Aye: 4 - Tenorio, Haass, Kuehn, and Weigel

No: 0

D. MATTERS FOR DISCUSSION/ACTION

7. [2021-0037](#) Discussion of potential No Mow May designation in West Allis

Attachments: [No Mow May Background](#)

Ed Lisinski present to discuss; direction given for Ed to draft a resolution to come back to Safety & Development Committee.

This matter was Discussed and Consensus Given.

8. [2021-0033](#) Discussion of 2040 Comp Plan update overview and schedule

Attachments: [Memo to SD 1-13-21](#)
[Hyperlink](#)

This matter was Discussed.

E. ADJOURNMENT

A motion was made to adjourn the meeting at 7:00 p.m. The motion carried.



All meetings of the {bdName} are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NON-DISCRIMINATION STATEMENT

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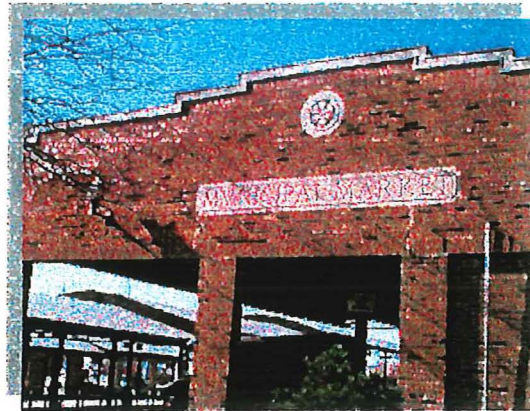
AMERICANS WITH DISABILITIES ACT NOTICE

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LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.

REDEVELOPMENT PLAN
FOR THE
SIX POINTS/FARMERS MARKET NEIGHBORHOOD



Prepared by:
Department of Development
City of West Allis
For Public Hearing December 12, 2000

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The attached are the first, second and third
amendments to the Redevelopment Plan
for the Six Points/Farmers Market
Redevelopment Project
(TIF #5)

Amendment to the Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project

Recorded November 26, 2001
Milwaukee County
Register of Deeds Office

Department of Development
City of West Allis, Wisconsin
January 24, 2002

8175523

Document Number

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 2:12 PM

11-26-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 27.00

AMENDMENT TO REDEVELOPMENT PLAN FOR
THE SIX POINTS/FARMERS MARKET
REDEVELOPMENT PROJECT AND
CERTIFICATE OF RECORDING OFFICER

This space is reserved for recording data

Return to

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

REEL 5208
IMAGE 1340

SEE ATTACHED EXHIBIT NO. "1" FOR LEGAL DESCRIPTION

This instrument was drafted by and
after recording should be returned to:

Michael J. Sachen, Esq.
City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214

EXHIBIT NO. 1

LEGAL DESCRIPTION :

SIX POINTS/FARMERS MARKET REDEVELOPMENT AREA

LEGAL DESCRIPTION:

All those parts of Northeast 1/4, Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, and the Southeast 1/4 and the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, described as follows:

Beginning at the northeast corner of Lot 1, Block 1 of Cappel's Subdivision, located in said Section 34; thence southerly along the east line of South 60 Street, 172.79 feet to the southeast corner of Lot 16, Block 1 of Cappel's Subdivision; thence southeasterly, 108.77 feet to a point on the south line of Lot 1, Block 1 of Liberty Heights Subdivision, said point being 46.65 feet west of the east 1/4 section line of said Northeast 1/4 of Section 3; thence westerly along the south line of said Lot 1, 138.72 feet to a point on the east line of Lot 2, Block 1 of Liberty Heights Subdivision; thence southerly along the east line of said Lot 2, 100.00 feet to the north line of a public alley; thence westerly along the north line of said public alley and its extensions, 538.16 feet to a point on the west line of South 62 Street; thence southerly along the west line of South 62 Street, 160.00 feet to the north line of West Orchard Street; thence westerly along the north line of West Orchard Street and its extension, 300.00 feet to a point on the west line of South 63 Street; thence southerly along the west line of South 63 Street, 67.00 feet to the southeast corner of Lot 1, Block 5 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1, 2 and 3, Block 5 of Liberty Heights Subdivision, 120.00 feet to the southwest corner of said Lot 3; thence southerly along the east line of Lot 38, Block 5 of Liberty Heights Subdivision 70.00 feet to the southeast corner of said Lot 38; thence westerly along the south line, and its extension, of Lots 38, 37 and 36, Block 5 of Liberty Heights Subdivision, 180.00 feet to a point on the west line of South 64 Street; thence southerly along the west line of South 64 Street, 90.00 feet to the southeast corner of Lot 1, Block 4 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1 and 2, Block 4 of Liberty Heights Subdivision, 83.17 feet to the southwest corner of said Lot 2; thence southerly along the east line of Lot 1 of Central Improvement Company's Subdivision No. 4, 70.00 feet to the southeast corner of said Lot 1; thence westerly along the south line, and its extension,

REEL 5208
IMAGE 1547

of Lots 1, 2, 3 and 4 of Central Improvement Company's Subdivision No. 4, 191.35 feet to a point on the west line of South 65 Street; thence southerly along the west line of South 65 Street, 365.00 feet to the north line of West Lapham Street; thence westerly along the north line of West Lapham Street, 166.65 feet to the extension of the east line of Lot 3, Block 9 of Central Improvement Company's Subdivision No. 7; thence southerly along the east line, and its extension, of said Lot 3, 180.00 feet to the southeast corner of said Lot 3; thence westerly along the south line, and its extension, of Lots 1, 2 and 3, Block 9 of Central Improvement Company's Subdivision No. 7, 105.00 feet to a point on the west line of South 66 Street; thence southerly along the west line of South 66 Street, 130.50 feet to the northeast corner of Parcel 1, Certified Survey Map No. 6513; thence westerly along the north line of said Parcel 1, 127.00 feet to a corner of said Parcel 1; thence southerly along a westerly line of said Parcel 1, 120.46 feet to a corner of said Parcel 1; thence westerly along a northerly line of said Parcel 1, 47.91 feet to the northeast corner of Parcel 2, Certified Survey Map No. 6513; thence continuing westerly along the north line of said Parcel 2, 11.30 feet to a point of curve; thence southwest along the arc of a curve along the northwesterly line of said Parcel 2, whose center lies to the south and whose radius is 333.13 feet, 220.68 feet to the northwest corner of said Parcel 2; thence southerly along the west line of said Parcel 2, 105.03 feet to the north line of West Mitchell Street; thence westerly along the north line of West Mitchell Street, 58.53 feet to the southwest corner of Lot 7, Block 2 of Assessors Plat No. 269; thence northerly along the west line of Lots 7 and 6, Block 2 of Assessors Plat No. 269, 456.06 feet to the extension of the south line of Lot 3, Block 2 of Assessors Plat No. 269; thence westerly along the south line, and its extension, of said Lot 3, 200.00 feet to the southwest corner of said Lot 3; thence northerly along the west line of said Lot 3, 108.28 feet to the northwest corner of said Lot 3; thence northeasterly along the southerly line of West National Avenue, 215.35 feet to the northwest corner of Lot 5, Block 2 of Assessors Plat No. 269; thence northerly across West National Avenue, 71.05 feet to the southwest corner of Lot 5, Block 1 of Assessors Plat No. 269; thence northerly along the west line of said Lot 5, 596.96 feet to a point of curve; thence northeasterly along the arc of a curve along the westerly line of said Lot 5, whose center lies to the east and whose radius is 313.27 feet, 294.70 feet to the point of tangency; thence northeasterly along the west line of said Lot 5, 16.08 feet to the northwest corner of said Lot 5; thence easterly along the southerly line of West Greenfield Avenue, 452.05 feet +/- to a point on the extension of the west line First Continuation of Solders Home Heights Subdivision; thence northerly along the west line of First Continuation of Solders Home Heights Subdivision, and its extension, 233.00 feet to the northwest corner of said

REEL 5208
IMAGE 1548

subdivision; thence easterly along the north line of said subdivision, 325.86 feet to the northeast corner of Lot 8, Block 1 of First Continuation of Solders Home Heights Subdivision; thence northerly along the east line of Lot 13, Block 11 of Second Continuation of Solders Home Heights Subdivision, 15.00 feet to a point on the extension of the north line of the south one-half of Lot 12, Block 11 of Second Continuation of Solders Home Heights Subdivision; thence easterly along the north line, and its extension, of said south one-half of said Lot 12, 174.26 feet to a point on the east line of South 64 Street; thence northerly along the east line of South 64 Street, 70.00 feet to the northwest corner of the south one-half of Lot 27, Block 5 of a Resubdivision of Solders Home Heights Company's Subdivision; thence easterly along the north line of the south one-half of said Lot 27, 120.00 feet to the east line of said Lot 27; thence southerly along the east line of Lots 27 and 26, Block 5 of a Resubdivision of Solders Home Heights Subdivision, 45.00 feet to the northwest corner of Lot 12, Block 5 of said subdivision; thence easterly along the north line of said Lot 12, 120.00 feet to the west line of South 63 Street; thence southerly along the west line of South 63 Street, 30.00 feet to the southeast corner of said Lot 12; thence easterly along the north line, and its extension, of Lot 24, Block 6 of a Resubdivision of Solders Home Heights Company's Subdivision, 180.00 feet to the northeast corner of said Lot 24; thence easterly along the west line of Lot 12, Block 6 of a Resubdivision of Solders Home Heights Company's Subdivision, 15.00 feet to the north line of the south one-half of said Lot 12; thence easterly along the north line, and its extension, of said Lot 12, 180.00 feet to the east line of South 62 Street; thence northerly along the east line of South 62 Street, 345.00 feet to the south line of West Madison Street; thence easterly along the south line of West Madison Street, 132.78 feet to the northeast corner of Lot 28, Block 7, of a Resubdivision of Solders Home Heights Company's Subdivision; thence southerly along the east line of Lots 28, 27, 26, 25, 24 and 23, Block 7, of a Resubdivision of Solders Home Heights Company's Subdivision, 180.00 feet to the northwest corner of Lot 7, Block 7 of a Resubdivision of Solders Home Heights Company's Subdivision; thence easterly along the north line of said Lot 7, 133.00 feet to the west line of South 61 Street; thence southerly along the west line of South 61 Street, 268.37 feet to the northeast corner of Lot 1, Block 2 of Cuppel's Subdivision; thence northeasterly along the northerly line of West National Avenue, 174.59 feet +/- to an angle point in the southerly line of West National Avenue; thence northeasterly along the southerly line of West National Avenue, 162.73 feet +/- to the northeast corner of Lot 1, Block 1 of Cuppel's Subdivision, the point of beginning.

REEL 5208

IMAGE 1549

RESOLUTION NO. 26908

Resolution to approve Amendment to the Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project

BY Safety and Development Committee

WHEREAS, the Community Development Authority of the City of West Allis, by Resolution No. 361, dated October 9, 2001, adopted a certain Amendment to the Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project, a copy of which Resolution and Amendment are attached hereto and incorporated herein by reference ("Amendment"); and,

WHEREAS, pursuant to Sec. 66.1333(6)(d) of the Wisconsin Statutes, the Amendment must be submitted to and approved by two-thirds (2/3) vote of the Common Council before the same shall become effective.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the Amendment by a two-thirds (2/3) vote of the Common Council, as required by law.

ADOPTED: November 6, 2001

Paul M. Ziebler
Acting City Clerk/Treasurer

APPROVED: November 7, 2001

Jeannette Bell
Mayor

ATTR-Amendment Redev Plan-Six Points

Approved as to form this 7th day
of November, 2001

Michael J. Sachen
Michael J. Sachen, City Attorney

REEL
5208

IMAGE
1551

RESOLUTION TO ADOPT AN AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE SIX POINTS/FARMERS MARKET REDEVELOPMENT PROJECT

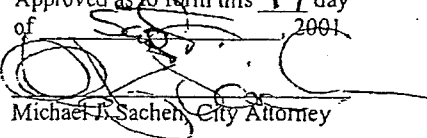
WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), by Resolution No. 334, adopted December 12, 2000, adopted the Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project (the "Redevelopment Project"); and,

WHEREAS, the Common Council of the City of West Allis by Resolution No. 26604, adopted January 16, 2001, approved the Redevelopment Plan; and,

WHEREAS, the Authority desires to make certain changes in the Redevelopment Plan as more fully set forth in that certain Amendment to the Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project (the "Amendment"), a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, pursuant to Wis. Stats. §66.1333(6)(d), the Redevelopment Plan may be amended by the Authority, without public hearing, and submitted to the Common Council for approval by two-thirds (2/3) vote before the same shall become effective.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that it hereby adopts the Amendment and directs the Executive Director to submit a Certified Copy of this Resolution and the Amendment to the Common Council for approval as provided by law.

Approved as to form this 17 day
of October, 2001

Michael J. Sacher, City Attorney

REEL 5208
IMAGE 1552

**AMENDMENT TO REDEVELOPMENT PLAN FOR THE
SIX POINTS/FARMERS MARKET REDEVELOPMENT PROJECT**

Reference is made to that certain Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project recorded as Document No. 8027619 on February 22, 2001, in the office of the Register of Deeds of Milwaukee County, Wisconsin, in Reel 5015, Image 1261 to 1303, inclusive.

The boundaries of the Redevelopment Project area are legally described on Exhibit No. 1, attached hereto and made a part hereof.

The Redevelopment Plan is hereby amended as follows:

1) Delete reference to the property located at 1445 South 66th Street from the Schedule of Lands and Interests to be acquired in Exhibit No. 2 and from the Proposed Property Acquisitions in Map No. 3.

2) Section II, Part A is amended to read:

II. PROJECT ACTIVITIES

This Plan provides for the following Parts, which are programmed to be accomplished over a five year period.

Part A of this Project will be undertaken in two components: West of South 66 Street - (comprehensive code enforcement); and East of South 66 Street (acquisition, environmental remediation, demolition, and a commercial/retail redevelopment):

The West component will provide for the rehabilitation and conservation of all of the building(s) that are structurally substandard west of South 66 Street and north and south of West Greenfield Avenue and West National Avenue respectively, commonly referred to as the main Pressed Steel Tank Company property located at 1445 South 66 Street. This action will work to diminish, to the extent possible, the negative impact this blighted property will have on other redevelopment activities in the project area. This action is essential in order to achieve the overall project objective to eliminate and prevent the continued development and spread of blight within the project area. This will be accomplished through the City of West Allis Comprehensive Exterior Property Maintenance Program and other applicable building and safety codes.

The East component will provide for the acquisition, environmental remediation, demolition and a commercial/residential and/or commercial/retail redevelopment within this portion of the project area. This part includes the acquisition and redevelopment of all properties east of South 66 Street to South 65 Street, which

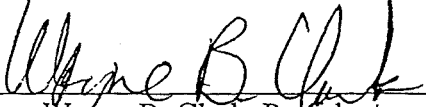
includes Pressed Steel Tank's parcels used primarily for parking lots and cold storage. Replacement parking for Pressed Steel Tank will be provided within the project area. In addition to the above-referenced acquisitions, the two residential properties and the two taverns fronting on South 66 Street will also be acquired. This component also includes the acquisition of the six commercial properties fronting on West Greenfield Avenue between South 66 and South 65 Streets. All of the east parcels are scheduled to be assembled for disposition and redevelopment purposes so as to further eliminate and prevent the continued development and spread of blight within the project area.

Part A Activities

| # | PROJECT NAME | LOCATION |
|---|---|---|
| 1 | Comprehensive Code Enforcement | West of South 66 Street and north and south of West Greenfield Avenue and West National Avenue respectively to the railroad tracks. |
| 2 | Commercial/Residential/Retail Redevelopment | East of South 66 Street and north and south of West Greenfield Avenue and West National Avenue respectively to South 65 Street. |


Except as amended hereby, the Redevelopment Plan shall be and continue in full force and effect.

Adopted: October 9, 2001



 Wayne B. Clark, President
 Community Development Authority

Approved: November 8, 2001



 Paul M. Ziebler
 Acting City Clerk/Treasurer

Mike/CDA/TIF5/AmendmentRedevPlan-Six Points

Reference: CDA Resolution No. 361
 Common Council Resolution No. 26908

8185313

Document Number

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 9:57 AM

12-17-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 27.00

SECOND AMENDMENT TO REDEVELOPMENT
PLAN FOR THE SIX POINTS/FARMERS MARKET
REDEVELOPMENT PROJECT AND
CERTIFICATE OF RECORDING OFFICER

This space is reserved for recording data

Return to

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

SEE ATTACHED EXHIBIT NO. "1" FOR LEGAL DESCRIPTION

This instrument was drafted by and
after recording should be returned to:

Michael J. Sachen, Esq.
City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214

REEL

5223

IMAGE

0685

9

SIX POINTS/FARMERS MARKET REDEVELOPMENT AREA

LEGAL DESCRIPTION:

All those parts of Northeast 1/4, Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, and the Southeast 1/4 and the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, described as follows:

Beginning at the northeast corner of Lot 1, Block 1 of Cappel's Subdivision, located in said Section 34; thence southerly along the east line of South 60 Street, 172.79 feet to the southeast corner of Lot 16, Block 1 of Cappel's Subdivision; thence southeasterly, 108.77 feet to a point on the south line of Lot 1, Block 1 of Liberty Heights Subdivision, said point being 46.65 feet west of the east 1/4 section line of said Northeast 1/4 of Section 3; thence westerly along the south line of said Lot 1, 138.72 feet to a point on the east line of Lot 2, Block 1 of Liberty Heights Subdivision; thence southerly along the east line of said Lot 2, 100.00 feet to the north line of a public alley; thence westerly along the north line of said public alley and its extensions, 538.16 feet to a point on the west line of South 62 Street; thence southerly along the west line of South 62 Street, 160.00 feet to the north line of West Orchard Street; thence westerly along the north line of West Orchard Street and its extension, 300.00 feet to a point on the west line of South 63 Street; thence southerly along the west line of South 63 Street, 67.00 feet to the southeast corner of Lot 1, Block 5 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1, 2 and 3, Block 5 of Liberty Heights Subdivision, 120.00 feet to the southwest corner of said Lot 3; thence southerly along the east line of Lot 38, Block 5 of Liberty Heights Subdivision 70.00 feet to the southeast corner of said Lot 38; thence westerly along the south line, and its extension, of Lots 38, 37 and 36, Block 5 of Liberty Heights Subdivision, 180.00 feet to a point on the west line of South 64 Street; thence southerly along the west line of South 64 Street, 90.00 feet to the southeast corner of Lot 1, Block 4 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1 and 2, Block 4 of Liberty Heights Subdivision, 83.17 feet to the southwest corner of said Lot 2; thence southerly along the east line of Lot 1 of Central Improvement Company's Subdivision No. 4, 70.00 feet to the southeast corner of said Lot 1; thence westerly along the south line, and its extension,

POOR QUALITY DOCUMENT RECEIVED FOR RECORDING

REEL 5223
IMAGE 0686

of Lots 1, 2, 3 and 4 of Central Improvement Company's Subdivision No. 4, 191.35 feet to a point on the west line of South 65 Street; thence southerly along the west line of South 65 Street, 365.00 feet to the north line of West Lapham Street; thence westerly along the north line of West Lapham Street, 166.65 feet to the extension of the east line of Lot 3, Block 9 of Central Improvement Company's Subdivision No. 7; thence southerly along the east line, and its extension, of said Lot 3, 180.00 feet to the southeast corner of said Lot 3; thence westerly along the south line, and its extension, of Lots 1, 2 and 3, Block 9 of Central Improvement Company's Subdivision No. 7, 105.00 feet to a point on the west line of South 66 Street; thence southerly along the west line of South 66 Street, 130.50 feet to the northeast corner of Parcel 1, Certified Survey Map No. 6513; thence westerly along the north line of said Parcel 1, 127.00 feet to a corner of said Parcel 1; thence southerly along a westerly line of said Parcel 1, 120.46 feet to a corner of said Parcel 1; thence westerly along a northerly line of said Parcel 1, 47.91 feet to the northeast corner of Parcel 2, Certified Survey Map No. 6513; thence continuing westerly along the north line of said Parcel 2, 11.30 feet to a point of curve; thence southwestwardly along the arc of a curve along the northwesterly line of said Parcel 2, whose center lies to the south and whose radius is 333.13 feet, 220.68 feet to the northwest corner of said Parcel 2; thence southerly along the west line of said Parcel 2, 105.03 feet to the north line of West Mitchell Street; thence westerly along the north line of West Mitchell Street, 58.53 feet to the southwest corner of Lot 7, Block 2 of Assessors Plat No. 269; thence northerly along the west line of Lots 7 and 6, Block 2 of Assessors Plat No. 269, 456.06 feet to the extension of the south line of Lot 3, Block 2 of Assessors Plat No. 269; thence westerly along the south line, and its extension, of said Lot 3, 200.00 feet to the southwest corner of said Lot 3; thence northerly along the west line of said Lot 3, 108.28 feet to the northwest corner of said Lot 3; thence northeasterly along the southerly line of West National Avenue, 215.35 feet to the northwest corner of Lot 5, Block 2 of Assessors Plat No. 269; thence northerly across West National Avenue, 71.05 feet to the southwest corner of Lot 5, Block 1 of Assessors Plat No. 269; thence northerly along the west line of said Lot 5, 596.96 feet to a point of curve; thence northeasterly along the arc of a curve along the westerly line of said Lot 5, whose center lies to the east and whose radius is 313.27 feet, 294.70 feet to the point of tangency; thence northeasterly along the west line of said Lot 5, 16.08 feet to the northwest corner of said Lot 5; thence easterly along the southerly line of West Greenfield Avenue, 452.05 feet +/- to a point on the extension of the west line First Continuation of Solders Home Heights Subdivision; thence northerly along the west line of First Continuation of Solders Home Heights Subdivision, and its extension, 233.00 feet to the northwest corner of said

REEL 5223
IMAGE 0687

subdivision; thence easterly along the north line of said subdivision, 325.86 feet to the northeast corner of Lot 8, Block 1 of First Continuation of Solders Home Heights Subdivision; thence northerly along the east line of Lot 13, Block 11 of Second Continuation of Solders Home Heights Subdivision, 15.00 feet to a point on the extension of the north line of the south one-half of Lot 12, Block 11 of Second Continuation of Solders Home Heights Subdivision; thence easterly along the north line, and its extension, of said south one-half of said Lot 12, 174.26 feet to a point on the east line of South 64 Street; thence northerly along the east line of South 64 Street, 70.00 feet to the northwest corner of the south one-half of Lot 27, Block 5 of a Resubdivision of Solders Home Heights Company's Subdivision; thence easterly along the north line of the south one-half of said Lot 27, 120.00 feet to the east line of said Lot 27; thence southerly along the east line of Lots 27 and 26, Block 5 of a Resubdivision of Solders Home Heights Subdivision, 45.00 feet to the northwest corner of Lot 12, Block 5 of said subdivision; thence easterly along the north line of said Lot 12, 120.00 feet to the west line of South 63 Street; thence southerly along the west line of South 63 Street, 30.00 feet to the southeast corner of said Lot 12; thence easterly along the north line, and its extension, of Lot 24, Block 6 of a Resubdivision of Solders Home Heights Company's Subdivision, 180.00 feet to the northeast corner of said Lot 24; thence easterly along the west line of Lot 12, Block 6 of a Resubdivision of Solders Home Heights Company's Subdivision, 15.00 feet to the north line of the south one-half of said Lot 12; thence easterly along the north line, and its extension, of said Lot 12, 180.00 feet to the east line of South 62 Street; thence northerly along the east line of South 62 Street, 345.00 feet to the south line of West Madison Street; thence easterly along the south line of West Madison Street, 132.78 feet to the northeast corner of Lot 28, Block 7, of a Resubdivision of Solders Home Heights Company's Subdivision; thence southerly along the east line of Lots 28, 27, 26, 25, 24 and 23, Block 7, of a Resubdivision of Solders Home Heights Company's Subdivision, 180.00 feet to the northwest corner of Lot 7, Block 7 of a Resubdivision of Solders Home Heights Company's Subdivision; thence easterly along the north line of said Lot 7, 133.00 feet to the west line of South 61 Street; thence southerly along the west line of South 61 Street, 268.37 feet to the northeast corner of Lot 1, Block 2 of Cappel's Subdivision; thence northeasterly along the northerly line of West National Avenue, 174.59 feet +/- to an angle point in the southerly line of West National Avenue; thence northeasterly along the southerly line of West National Avenue, 162.73 feet +/- to the northeast corner of Lot 1, Block 1 of Cappel's Subdivision, the point of beginning.

POOR QUALITY DOCUMENT RECEIVED FOR RECORDING

REEL 5273
IMAGE 0688



CITY OF WEST ALLIS

WISCONSIN



OFFICE OF CITY CLERK/TREASURER
CITY OF WEST ALLIS, WISCONSIN

CERTIFICATION

December 11, 2001

I hereby certify that the attached is a true and correct copy of Resolution No. 26922 adopted December 4, 2001.

Paul M. Ziebler
Acting City Clerk/Treasurer

RESOLUTION NO. 26922

Resolution to approve Second Amendment to the Redevelopment Plan
for the Six Points/Farmers Market Redevelopment Project

BY Safety and Development Committee

WHEREAS, the Community Development Authority of the City of West Allis, by Resolution No. 363, dated November 20, 2001, adopted a certain Second Amendment to the Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project, a copy of which Resolution and Amendment are attached hereto and incorporated herein by reference ("Second Amendment"); and,

WHEREAS, pursuant to Sec. 66.1333(6)(d) of the Wisconsin Statutes, the Second Amendment must be submitted to and approved by two-thirds (2/3) vote of the Common Council before the same shall become effective.

WHEREAS, the Plan Commission of the City of West Allis, the duly designated and acting official planning body for the City of West Allis, has reviewed and determined that the Amendment conforms to the General (Master) Plan of the City of West Allis and is sufficiently complete to indicate its relationship to definite local objectives, all as provided in Sections 66.1333(6)(b)2. and (c) of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the Second Amendment by a two-thirds (2/3) vote of the Common Council, as required by law.

BE IT FURTHER RESOLVED that the Acting City Clerk/Treasurer be and is hereby authorized and directed to forthwith transmit a certified copy of this resolution to the Executive Director of the Authority.

ADOPTED: December 4, 2001

Paul J. Zeller
Acting City Clerk/Treasurer

APPROVED: December 10, 2001

Jannette Bell
Mayor

ATTR-Second Amndmnt Redev Plan-Six Points

Approved as to form this 13 day
of 2001.
Michael J. Sachen
Michael J. Sachen, City Attorney

POOR QUALITY DOCUMENT RECEIVED FOR RECORDING

REEL 5223
IMAGE 0690

RESOLUTION TO APPROVE SECOND AMENDMENT TO THE
REDEVELOPMENT PLAN FOR THE
SIX POINTS/FARMERS MARKET REDEVELOPMENT PROJECT

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), by Resolution No. 334, adopted December 12, 2000, pursuant to Section 66.1333(6)2., Wisconsin Statutes, approved the Redevelopment Plan (the "Plan") for the Six Points/ Farmers Market Redevelopment Project (the "Project"); the Plan was approved by the Common Council of the City of West Allis by Resolution No. 26604, adopted January 16, 2001; a copy of the Plan was recorded with the Register of Deeds of Milwaukee County, Wisconsin, on February 22, 2001, as Document No. 8027619; the Plan was amended by Resolution No. 361, adopted October 9, 2001, pursuant to Section 66.1333(6)(d), Wisconsin Statutes and approved by the Common Council of the City of West Allis by Resolution No. 26908, adopted November 6, 2001; a copy of the amendment was recorded with the Register of Deed of Milwaukee County, Wisconsin, on November 26, 2001, as Document No. 8175523; the Plan, as amended, is incorporated herein by reference and made a part hereof; and,

WHEREAS, it is in the public interest to further amend the Plan to provide a procedure for acquisition of unscheduled properties and exclusion of scheduled properties; and,

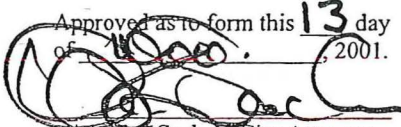
WHEREAS, Section 66.1333(6)(d) authorizes the Authority to amend the Plan by resolution as herein provided.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that the Plan, as amended, be and is hereby further amended as follows:

1. Paragraph VIII. pertaining to changes in the approved Plan is hereby amended to read:

VIII. PROCEDURE FOR CHANGES IN THE APPROVED PLAN

- A. **General.** At any time after the Project Area Plan has been approved by both the Community Development Authority and the Common Council of the City of West Allis, it may be modified in accordance with the provisions and procedures set forth in applicable subsections of Section 66.1333, Wis. Stats., as may be amended from time to time.

Approved as to form this 13 day
of November, 2001.

Michael J. Sachet, City Attorney

REEL 9223
IMAGE 0691

B. **Acquisition.** Properties not now identified for acquisition in the Project Area may be acquired in whole or in part at any time during the course of project execution without modification of this Plan, if after notice and public hearings in accordance with the procedures described below, the Authority has found and determined that such properties are blighting and/or must be acquired for one or more of the following reasons:

1. The property is substandard, deteriorated or economically infeasible of repair and rehabilitation. (Whenever such property is acquired, it may be cleared or offered for sale subject to rehabilitation.
2. The property has been converted or devoted to a use(s) not in conformance with the land use objectives established for the Project Area.
3. The property is needed to provide a reuse area of sufficient size and shape for development or to achieve the land use objectives described in this Plan.
4. The property is needed for a public use purpose.
5. The following procedure shall be used whenever the Authority deems it necessary to acquire additional properties in the Project Area:

The Authority shall notify the owners of all property proposed to be acquired under the provisions of this subsection of the Plan. Notice shall be given to the owner(s) of record of each such property to be acquired by certified mail with return receipt requested, at his/her last known address and at least 10 days prior to adopting a resolution approving such acquisition. Such notice shall describe the time, date, place and purpose of the hearing; identify the project area and the property to be acquired; and also recite the reason(s) for such acquisition. Each owner(s) receiving notice shall be afforded a full opportunity to express his/her views respecting the proposed acquisition at such meeting for the purpose of assisting the Authority in making its findings and determinations. If the Authority finds and determines the necessity to acquire such property under one or more of the criteria set forth above, it may, by resolution, act to acquire such property by negotiation or eminent domain under Chapter 32, Wisconsin Statutes.

REEL 5223
IMAGE 0692

C. **Exclusion.** Properties identified for acquisition may be excluded from acquisition in whole or in part during the course of Project execution by the Authority or upon the written request of the property owner(s) and subsequent approval by the Authority provided that the owner(s) or assignee(s):

1. submits a specific plan or program of operation or other pertinent information sufficient for evaluation indicating that the present or proposed use(s), or remodeling, conversion, rebuilding, enlargement, extension or major structural improvements on existing buildings, or new construction is consistent with the basic goals and objectives of this Plan and with the land use and building requirements set forth herein;
2. satisfactorily demonstrates the financial feasibility of complying with all mandatory standards for property rehabilitation, reconstruction or use as may be required for such property by the Authority as a condition of exclusion; and,
3. agrees in writing to conform with the land use provisions, Building Requirements and other development controls set forth herein, and to devote the property only to those uses which are permitted under this Plan.

2. Except as modified herein the Plan, and all previous amendments, if any, shall continue and be in full force and effect.

BE IT FURTHER RESOLVED that the amendment to the Plan set forth herein having been duly reviewed and considered, is hereby in all respect approved and the Executive Director of the Authority is authorized and directed to transmit a copy of this resolution to the Common Council of the City of West Allis for its approval pursuant to Section 66.1333(6)(d), Wisconsin Statutes.

BE IT FURTHER RESOLVED that upon approval of this resolution and the amendment set forth herein by the Common Council of the City of West Allis, the Executive Director is hereby authorized and directed to record a copy of this resolution in the Office of the Register of Deeds of Milwaukee County, Wisconsin.

NEEL
5223
IMAGE
0693

Document Number

RESOLUTION TO APPROVE CERTAIN LANDS
AND INTERESTS FOR ACQUISITION IN THE SIX
POINTS/FARMERS MARKET REDEVELOPMENT
PROJECT

8312180

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 9:59 AM

07-12-2002

IGNATIUS J. NIENCZYK
REGISTER OF DEEDS

AMOUNT 19.00

This space is reserved for recording data

Return to

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number/Tax Key Number

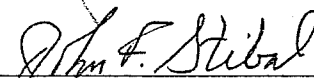
COMMUNITY DEVELOPMENT AUTHORITY

CITY OF WEST ALLIS, WISCONSIN

CERTIFICATION

July 9, 2002

I hereby certify that the attached is a true and correct copy of Resolution No. 379, adopted by the Community Development Authority of the City of West Allis, Wisconsin, at a regular meeting of said Community Development Authority held on July 9, 2002, to schedule for acquisition certain lands and interests in said Project Area as legally described on Exhibit "1" attached hereto and made a part hereof.



John F. Stibal
Executive Director

RESOLUTION TO APPROVE CERTAIN LANDS AND INTERESTS FOR ACQUISITION
 IN THE SIX POINTS/FARMERS MARKET REDEVELOPMENT PROJECT AREA

WHEREAS, the Community Development Authority of the City of West Allis ("Authority") established the boundaries and approved a Redevelopment Plan for the Six Points/Farmers Market Redevelopment Project (collectively referred to herein with all amendments thereto as the "Plan"); and,

WHEREAS, the Plan was approved by the Common Council of the City of West Allis; and,

WHEREAS, pursuant to the Plan the Authority following notice and public hearing may schedule lands and interests not identified in the Plan for acquisition pursuant to the procedures set forth in Paragraph VIII.B. of the Plan; and,

WHEREAS, the Authority has proposed to schedule for acquisition the following described lands and interests:

| Project I.D. Number | Tax Key Number | Property Address | Owner's Name | Interest Required |
|------------------------|-------------------|---------------------|------------------|----------------------|
| 222 | 454-0201-000 | 1432 S. 65 Street | Florian Puschnig | Fee |

(referred to herein as the "Property"); and,

WHEREAS, following due notice, a public hearing on the proposed scheduling and acquisition of the Property was held by the Authority on July 9, 2002.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that it finds and determines it necessary to acquire the Property to provide a reuse area of sufficient size and shape for development or to achieve the land use objectives described in the Plan.

BE IT FURTHER RESOLVED that the Executive Director of the Authority be and is hereby authorized and directed to record a copy of this resolution in the Office of the Register of Deeds of Milwaukee County, Wisconsin.

BE IT FURTHER RESOLVED that the Executive Director of the Authority be and is hereby authorized and directed to proceed with the acquisition of the Property by negotiation or eminent domain under Chapter 32 of the Wisconsin Statutes upon filing of an amended relocation order in the Office of the County Clerk, Milwaukee County, Wisconsin.

EXHIBIT NO. 1

LEGAL DESCRIPTION

SIX POINTS/FARMERS MARKET REDEVELOPMENT AREA

All those parts of Northeast $\frac{1}{4}$, Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, and the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, described as follows:

Beginning at the northeast corner of Lot 1, Block 1 of Cappel's Subdivision, located in said Section 34; thence southerly along the east line of South 60 Street, 172.79 feet to the southeast corner of Lot 16, Block 1 of Cappel's Subdivision; thence southeasterly, 108.77 feet to a point on the south line of Lot 1, Block 1 of Liberty Heights Subdivision, said point being 46.65 feet west of the east $\frac{1}{4}$ section line of said Northeast $\frac{1}{4}$ of Section 3; thence westerly along the south line of said Lot 1, 138.72 feet to a point on the east line of Lot 2, Block 1 of Liberty Heights Subdivision; thence southerly along the east line of said Lot 2, 100.00 feet to the north line of a public alley, thence westerly along the north line of said public alley and its extensions, 538.16 feet to a point on the west line of South 62 Street; thence southerly along the west line of South 62 Street, 160.00 feet to the north line of West Orchard Street; thence westerly along the north line of West Orchard Street and its extension, 300.00 feet to a point on the west line of South 63 Street; thence southerly along the west line of South 63 Street, 67.00 feet to the southeast corner of Lot 1, Block 5 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1, 2 and 3, Block 5 of Liberty Heights Subdivision, 120.00 feet to the southwest corner of said Lot 3; thence southerly along the east line of Lot 38, Block 5 of Liberty Heights Subdivision 70.00 feet to the southeast corner of said Lot 38; thence westerly along the south line, and its extension, of Lots 38, 37 and 36, Block 5 of Liberty Heights Subdivision, 180.00 feet to a point on the west line of South 64 Street; thence southerly along the west line of South 64 Street, 90.00 feet to the southeast corner of Lot 1, Block 4 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1 and 2, Block 4 of Liberty Heights Subdivision, 83.17 feet to the southwest corner of said Lot 2; thence southerly along the east line of Lot 1 of Central Improvement Company's Subdivision No. 4, 70.00 feet to the southeast corner of said Lot 1; thence westerly along the south line, and its extension of Lots 1, 2, 3 and 4 of Central Improvement Company's

Subdivision No. 4, 191.35 feet to a point on the west line of South 65 Street; thence southerly along the west line of South 65 Street, 365.00 feet to the north line of West Lapham Street; thence westerly along the north line of West Lapham Street, 166.65 feet to the extension of the east line of Lot 3, Block 9 of Central Improvement Company's Subdivision No. 7; thence southerly along the east line, and its extension, of said Lot 3, 180.00 feet to the southeast corner of said Lot 3; thence westerly along the south line, and its extension, of Lots 1, 2 and 3, Block 9 of Central Improvement Company's Subdivision No. 7, 105.00 feet to a point on the west line of South 66 Street; thence southerly along the west line of South 66 Street, 130.50 feet to the northeast corner of Parcel 1, Certified Survey Map No. 6513; thence westerly along the north line of said Parcel 1, 127.00 feet to a corner of said Parcel 1; thence southerly along a westerly line of said Parcel 1, 120.46 feet to a corner of said Parcel 1; thence westerly along a northerly line of said Parcel 1, 47.91 feet to the northeast corner of Parcel 2, Certified Survey Map No. 6513; thence continuing westerly along the north line of said Parcel 2, 11.30 feet to a point of curve; thence southwestwesterly along the arc of a curve along the northwestwesterly line of said Parcel 2, whose center lies to the south and whose radius is 333.13 feet, 220.68 feet to the northwest corner of said Parcel 2; thence southerly along the west line of said Parcel 2, 105.03 feet to the north line of West Mitchell Street; thence westerly along the north line of West Mitchell Street, 58.53 feet to the southwest corner of Lot 7, Block 2 of Assessors Plat No. 269; thence northerly along the west line of Lots 7 and 6, Block 2 of Assessors Plat No. 269, 456.06 feet to the extension of the south line of Lot 3, Block 2 of Assessors Plat No. 269; thence westerly along the south line, and its extension, of said Lot 3, 200.00 feet to the southwest corner of said Lot 3; thence northerly along the west line of said Lot 3, 108.28 feet to the northwest corner of said Lot 3; thence northeasterly along the southerly line of West National Avenue, 215.35 feet to the northwest corner of Lot 5, Block 2 of Assessors Plat No. 269; thence northerly across West National Avenue, 71.05 feet to the southwest corner of Lot 5, Block 1 of Assessors Plat No. 269; thence northerly along the west line of said Lot 5, 596.96 feet to a point of curve; thence northeasterly along the arc of a curve along the westerly line of said Lot 5, whose center lies to the east and whose radius is 313.27 feet, 294.70 feet to the point of tangency; thence northeasterly along the west line of said Lot 5, 16.08 feet to the northwest corner of said Lot 5; thence easterly along the southerly line of West Greenfield Avenue, 452.05 feet +/- to a point on the extension of the west line First Continuation of Soldiers Home Heights Subdivision; thence northerly along the west line of First Continuation of Soldiers Home Heights Subdivision, and its extension, 233.00 feet to the northwest corner of said subdivision; thence easterly along the north line of said subdivision, 325.86 feet to the northeast corner of Lot 8, Block 1 of First Continuation of

Soldiers Home Heights Subdivision; thence northerly along the east line of Lot 13, Block 11 of Second Continuation of Soldiers Home Heights Subdivision, 15.00 feet to a point on the extension of the north line of the south one-half of Lot 12, Block 11 of Second Continuation of Soldiers Home Heights Subdivision; thence easterly along the north line, and its extension, of said south one-half of said Lot 12, 174.26 feet to a point on the east line of South 64 Street; thence northerly along the east line of South 64 Street, 70.00 feet to the northwest corner of the south one-half of Lot 27, Block 5 of a Resubdivision of Soldiers Home Heights Company's Subdivision; thence easterly along the north line of the south one-half of said Lot 27, 120.00 feet to the east line of said Lot 27; thence southerly along the east line of Lots 27 and 26, Block 5 of a Resubdivision of Soldiers Home Heights Subdivision, 45.00 feet to the northwest corner of Lot 12, Block 5 of said subdivision; thence easterly along the north line of said Lot 12, 120.00 feet to the west line of South 63 Street; thence southerly along the west line of South 63 Street, 30.00 feet to the southeast corner of said Lot 12; thence easterly along the north line, and its extension, of Lot 24, Block 6 of a Resubdivision of Soldiers Home Heights Company's Subdivision, 180.00 feet to the northeast corner of said Lot 24; thence easterly along the west line of Lot 12, Block 6 of a Resubdivision of Soldiers Home Heights Company's Subdivision, 15.00 feet to the north line of the south one-half of said Lot 12; thence easterly along the north line, and its extension, of said Lot 12; 180.00 feet to the east line of South 62 Street; thence northerly along the east line of South 62 Street, 345.00 feet to the south line of West Madison Street; thence easterly along the south line of West Madison Street, 132.78 feet to the northeast corner of Lot 28, Block 7, of a Resubdivision of Soldiers Home Heights Company's Subdivision; thence southerly along the east line of Lots 28, 27, 26, 25, 24 and 23, Block 7, of a Resubdivision of Soldiers Home Heights Company's Subdivision, 180.00 feet to the northwest corner of Lot 7, Block 7 of a Resubdivision of Soldiers Home Heights Company's Subdivision; thence easterly along the north line of said Lot 7, 133.00 feet to the west line of South 61 Street; thence southerly along the west line of South 61 Street, 268.37 feet to the northeast corner of Lot 1, Block 2 of Cappel's Subdivision; thence northeasterly along the northerly line of West National Avenue, 174.59 feet +/- to an angle point in the southerly line of West National Avenue; thence northeasterly along the southerly line of West National Avenue, 162.73 feet +/- to the northeast corner of Lot 1, Block 1 of Cappel's Subdivision, the point of beginning.

I. INTRODUCTION

This project will be referred to as the Six Points/Farmers Market Redevelopment Project, the "Project". The Project area is bounded on the **west** by the Chicago Northwestern Rail Spur; on the **north** by a block north of W. Greenfield Avenue and, east of S. 62nd St., by a block north of W. National Ave.; on the **south** by W. Mitchell St. and W. Lapham St. and, east of S. 62nd St., by a block south of W. National Ave.; and on the **east** by S. 60th Street. The total area of the District is approximately 44 acres, which includes 10 acres of public roads.

There are two separate and distinct major causes of blight in the project area – the primary cause is the presence of a substantial number of deteriorated and deteriorating structures and the secondary cause is the severe lack of adequate parking.

Primary Cause - Substantial Number Of Deteriorated And Deteriorating

Structures: The area can be characterized as an older deteriorated retail commercial corridor with residential development on the fringe with large dilapidated industrial uses, such as Pressed Steel Tank, on the west. Based on a survey conducted by Planning and Design Institute (PDI), in a report entitled "Six Points/Farmers Market Study – West Allis, WI July, 2000", that of over 100 properties in the project area, a large majority of the properties exhibited one or more characteristics of blight as defined by the Wisconsin State Statutes.

A major deterrent to neighborhood redevelopment initiatives in the area are the presence of several typical "brownfields" sites – abandoned or under-utilized properties with real or perceived contamination, such as the Pressed Steel Tank site and several salvage yards. These types of contaminated properties deter redevelopment because developers and other interested parties continue to face huge potential cleanup and liability challenges.

The industrial/commercial area has experienced a gradual decline over the past decades due to the closing of major industries such as Kearney and Trecker and Allis-Chalmers. As a result the economic base has changed from a concentration on industrial uses to commercial and retail uses. It is necessary to redevelop many properties that are currently zoned for manufacturing as commercial uses that can support the needs of the surrounding residential neighborhood. The spread of blight has also contributed to a number of commercial properties fronting on Greenfield Ave. and National Ave. with deferred maintenance resulting in a need for substantial rehabilitation if they are to remain viable.

There are several other parcels throughout the area that are vacant and underutilized which are negatively impacting viable neighborhood redevelopment. There are also a large number of deteriorating sites and other improvements in the area that continue to

depressed property values. According to the City Assessor's Office the average increase in property values has lagged substantially behind the citywide average. As an example the average residential property in the City increased last year by 3% while the average residential property in the project area actually decreased by 1% in property value.

Also, according to PDI Study, a preponderance of the properties by reason of the presence of faulty lot layouts in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, diversity of ownership are blighted and impede the orderly redevelopment of the area. As noted in the Appendix Map No. 2 Existing Property Conditions (Blighted Properties) approximately 98.6 %, by area, of the real properties within the District are blighted, as defined in s. 66.431 (2m) 2 of the Wisconsin Statutes.

Secondary Cause - The Severe Lack of Adequate Parking: The area is also severely delinquent in achieving modern parking standards. Traffic counts in the area are clearly high enough to support business, according to the PDI study, but the parking is insufficient, inconvenient, and not particularly user-friendly when compared to the typical "shopping mall."

Lack of adequate parking has been a major deterrent to successful business development, retention and attraction in the area; therefore, this Project will include the construction of parking lots to serve the needs of residential and commercial businesses in the neighborhood. In order to accomplish this, the plan identifies several residential properties that will provide parking spaces for businesses while minimizing any detrimental effect on adjacent residences. These parking lots will have substantial landscaping to provide a significant buffer between the commercial businesses and the residential neighborhood.

Insufficient parking is a common ailment of older commercial areas — the parking patterns are:

- inadequate
- unfriendly
- inconvenient

Contemporary shopping malls have long since solved this problem and drawn customers away from traditional urban shopping areas. Today, many urban areas are countering this trend with revitalized business areas, but the parking issue remains a major challenge. It cannot be solved the same way that suburban shopping malls work, with long rows of angled parking surrounding the central business buildings. There are a few older commercial areas, including this one, where the majority of parking is occupied all the time. The problem is one of:

- sharing
- integration

management

One of the simplest strategies is to create a linear string of off-street parking directly behind the businesses that line the street. However, it cannot be just a fragmented, disorderly connection of paved areas. It has to look and feel like a welcoming, friendly, convenient place to park. It has to be easy to find, to get in and get out. This usually requires combining critical pieces of property to make continuous off-street parking successful. In addition, the landscaping and street lighting have to be designed effectively, to fit in with urban patterns and architectural traditions, rather than replicate suburban areas.

CONCLUSION: The distressed state and disrepair of a large number of properties in the area and the severe lack of parking together with the other causes of blight in the Project area substantially impair and arrest the sound growth of the community, constitute an economic and social liability and are a menace to the public health, safety, morals and welfare in its present condition and use. In recognition of all the above the area is therefore a blighted area within the meaning of Section 66.431(6)(b)1 of the Wisconsin Statutes in need of blight elimination, slum clearance and an urban renewal project.

II. PROJECT ACTIVITIES

This Plan provides for the following Parts, which are programmed to be accomplished over a five year period.

Part A of this Project is principally the redevelopment of the current site of the Pressed Steel Tank area located at 1445 S. 66th Street. Part A composed of two components will involve returning the sites currently occupied by Pressed Steel facility and adjacent properties to economically productive and aesthetically appealing reuses that will help to revitalize both the Greenfield and National Avenue corridors. The activities to accomplish this will include the acquisition, environmental remediation, demolition and a commercial/retail redevelopment. The first part includes the Pressed Steel Tank site, two residential properties and two taverns, which will be assembled for resale and or development assistance. The second component includes the six commercial properties fronting on Greenfield Ave. between S. 66th and S. 65th Streets, which are scheduled to be assembled for disposition and redevelopment purposes.

Part A Activities

| # | PROJECT NAME | LOCATION |
|---|---------------------------------------|---|
| 1 | Big Box Commercial/Retail development | Pressed Steel Tank and 66 th Street Area |

| | | |
|---|-------------------------------|--|
| 2 | Commercial/Retail development | 6500 Block of W. Greenfield Ave. south side |
|---|-------------------------------|--|

Part B of this Project will extend redevelopment efforts to the area south of the Pressed Steel Tank site. This area has several salvage dealers, two taverns, two commercial properties and the Door City/ Hall Steel area. These properties will be assembled, demolished and the site will be redeveloped for either high-end taxable commercial or multi-family residential use. The approximate 5 acres south of W. National Ave between the Railroad Spur and S 66th Street which includes several tavern and salvage yards as well as the Door City area is planned to be acquired, cleared and environmentally remediated for commercial - residential reuse.

Part B Activities

| # | PROJECT NAME | LOCATION |
|---|---|--|
| 3 | Condo/Multi-family/Commercial development | 6600 Block of W. National Ave. south side |

Part C anticipates some substantial acquisition and demolition to promote the economic vitality of the area. This will include promoting the rehabilitation of existing structures as well as some selective acquisition, demolition and redevelopment of parcels in order to improve the economic viability of the area and eliminate blighting influences to the areas surrounding the Six Points intersection.

According to the PDI Study one of the major neighborhood problems is there is a lack adequate parking. The experience, PDI finds, of moving out of the car into the street and the surrounding neighborhood has to be positive and pleasurable, not just another chore. This is where urban redevelopment areas can clearly outperform suburban malls. The traditional pedestrian experience of walking through seas of asphalt, with no surrounding amenities, has become the downfall of suburban malls. New commercial areas are now focusing on creating positive pedestrian experiences to make sure that once the customer leaves the car, there are several attractions and features that encourage additional shopping.

A modern parking strategy requires adequate provision of public parking spaces within a five minute walk of all significant activity generators and residences. Analysis of current parking conditions concluded that the area is severely underparked.

Because lack of adequate parking has been a major deterrent to successful business development, retention and attraction in the area this Project will include the construction of parking lots to serve the needs of residential and commercial businesses in the neighborhood. In order to accomplish this, the plan identifies several residential

properties that will be acquired to provide parking spaces for businesses while minimizing any detrimental effect on adjacent residences. These parking lots will have substantial landscaping to provide a significant buffer between the commercial businesses and the residential neighborhood. Part C will also include the demolition of properties that are not suitable for adaptive reuse. It will also include the disposition of these lands for private development.

According to the PDI Study, parking needs to follow new patterns—linear strings of shared parking that accommodate many businesses at the same time. The recommended parking north of Greenfield Avenue includes 100 spaces that are linked to provide easy access for both vehicles and pedestrians. Therefore, several houses will be removed to provide a shared parking lot that is linked behind the Greenfield Avenue businesses. Parking has to be shared so that the same parking area can accommodate different peak demands for different businesses.

This Part will be undertaken in two components - **South** of Greenfield Ave. and **North** of Greenfield: South of Greenfield Ave. & East of S. 65 St which would include a new parking lot, adjacent to the existing alley and the balance of the site, approximately one acre, would be made available for new commercial development. The southern component will provide for additional parking and new commercial development. The northern part is proposed to be redeveloped to provide for a continuous field of a combination of new and improved existing parking lots.

Part C Activities

1. South of Greenfield Ave

| # | PROJECT NAME | LOCATION |
|---|----------------------------------|---|
| 4 | New Commercial Building Site (s) | South of Greenfield Ave. & East of S. 65th Street |
| 5 | Construct New Parking Lot | South of Greenfield Ave. & East of S. 65th Street |

Part C Activities

2. North of Greenfield Ave

| # | PROJECT NAME | LOCATION |
|---|---------------------------|--|
| 6 | Construct New Parking Lot | Pocket Park area – Greenfield Ave East of S. 64 th Street |

| | | |
|----|---|---|
| 7 | Infill: New Commercial Building Site(s) | North of W. Greenfield Ave. between S. 64 th & S. 63rd Streets |
| 8 | Existing City Parking Lot Improvement | North of W. Greenfield Ave. & East of S. 63rd Street |
| 9 | Existing City Parking Lot Improvement | North of W. Greenfield Ave. & S. 64 th Street |
| 10 | Construct New Parking Lot | North of the Greenfield Ave. Alley on the West Side of S. 63rd Street |
| 11 | Construct New Parking Lot | North of Greenfield Ave. between S. 63rd & S. 62nd Streets |
| 12 | Construct New Parking Lot | North of the Greenfield Ave. Alley on the West Side of S. 64th Street |

Part D is designed primarily to address parking impacts. The current use of the properties in the 6100 block of National Ave. promotes an over intensification of parking demands to the point where available parking is being absorbed in abutting residential and commercial areas. The second parking issue deals with an area that has long suffered from lack of adequate parking thus limiting business development.

Part D Activities

| # | PROJECT NAME | LOCATION |
|----|---------------------------|-------------------------------|
| 13 | St. Ann's Redevelopment | 6100 Block of Greenfield Ave. |
| 14 | Construct New Parking Lot | 62nd & Orchard Streets |

Part E provides for the revitalization of the Farmers Market and the construction of a hard surface parking lot on the current gravel parking area. Without doubt, according to the PDI study, the Farmers Market provides the essential cornerstone for this commercial area. The existing Farmers Market will provide a focal point for redevelopment activities. The Farmers Market building and grounds will undergo substantial structural renovations. Like all such enterprises, however, it requires careful monitoring and modification to remain vibrant and effective. The \$500,000 for structural repairs includes: retain structural engineer to investigate settlement cracks, repair brick facade and concrete under the brick, tuckpoint the facade, prime and paint all painted areas, refinish the building signage, replace existing florescent light fixtures, replace sections of identified roof rafters and repair flashing where needed.

The Farmers Market will also be studied in order to identify existing needs for optimum utilization and potential improvements to the facility. This could include providing for year-round usage and amenities such as new landscaping, a fountain or sculpture, and a

seating area for market patrons.

Part E Activities

| # | PROJECT NAME | LOCATION |
|----|---------------------------|---------------------------------|
| 15 | Farmers Market Renovation | 1559 S. 65 th Street |
| 16 | Construct New Parking Lot | South of Farmers Market |

Part F of the Project will provide for necessary public improvements to enhance the private redevelopment initiatives as well as assist in providing an enhanced neighborhood image. Intersections improvements should incorporate new paving details which call attention to the crosswalks and slows traffic to provide a safer crossing to the parking areas. Such improvements will augment pedestrian safety, provide streetscaping to beautify the neighborhood and other public infrastructure improvements as are determined to be necessary by the Authority.

Part F Activities

| # | PROJECT NAME | LOCATION |
|----|--------------------------------------|--|
| 17 | Decorative Intersection Improvements | S. 62 nd & National/Greenfield Ave. |
| 18 | Decorative Intersection Improvements | S. 66 th Street & W. National Ave. |
| 19 | Greenfield Ave. Streetscape | 67 th to 60 th Streets |
| 20 | National Ave. Streetscape | 67 th to 60 th Streets |

Part G of the Project will also provide for the rehabilitation and conservation of all properties determined to be structurally substandard or suitable for reuse or adaptive reuse. This will be accomplished through the City of West Allis comprehensive Exterior Property Maintenance Program. This initiative will inspect the exterior of all properties in the area and require compliance with all applicable exterior existing building code requirements. In addition specific landmark properties will be targeted as Catalytic Projects for which incentive financing would be made available to facilitate a major private preservation and restoration initiative.

Part G Activities

| # | PROJECT NAME | LOCATION |
|----|--|-----------------|
| 21 | Redevelopment Loan for Catalytic Project (s) | Area businesses |

Part H of the Redevelopment Plan also provides the public costs for management related expenses, such as administration, legal services, appraisal costs, relocation services, environmental & geotechnical investigations, etc. as well as a contingency fund.

Part H Activities

| # | PROJECT NAME | LOCATION |
|----|-------------------------|-----------|
| 22 | Administrative Expenses | Area-Wide |
| 23 | Contingency | Area-Wide |

III. STATEMENT OF THE PROJECT AREA

The Project area is generally known as the Six Points/Farmers Market area. The legal description is provided in Exhibit No. 1 - Legal Description and the area is depicted on Map No. 1 - Boundary Area.

The boundaries are coterminous with those of Tax Increment District No. 5, which has been prepared and approved to provide the funding mechanism for the Project. The goals and objectives set forth in the Redevelopment Plan are consistent with those of the Tax Increment District.

IV. DESCRIPTION OF PROJECT

A. Plan Objectives. The objectives of the "Six Points/Farmers Market Redevelopment Plan" are as follows:

1. Eliminate vacant, obsolescent and deteriorating buildings, blighting influences and environmental deficiencies that detract from the functional unity, aesthetic appearance and economic welfare of the Greenfield and

National Avenue corridors.

2. Prevent the recurrence of blight and blighting conditions.
3. Eliminate underutilized land and inconsistent land uses.
4. Support the adaptive reuse and rehabilitation of structures that are feasible for continued uses.
5. Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with development needs and standards.
6. Remove vacant, deteriorated, obsolescent, blighted and structurally substandard buildings for uses permitted in this Plan.
7. Provide for the orderly physical and economic growth of this portion of the City through planned and controlled redevelopment.
8. Foster redevelopment activities included in this Project that are consistent with the uses permitted in this Plan and consistent with the needs of the surrounding area and the community as a whole.
9. Assure that Redevelopment Projects incorporate architectural design, site planning, landscaping, signage, lighting, public art and other amenities that are aesthetically pleasing and compatible with development in the area.
10. Foster economic development by providing facilities that generate new housing and employment opportunities for City residents.
11. Provide economic development loans and/or grants to qualified redevelopers consistent with the goals and objectives of this Plan.
12. Provide Project and site improvements, including the installation, construction, or reconstruction of streets, alleys, pedestrian ways, parking lots, utilities, and other related improvements necessary for carrying out the objectives of this Plan.
13. Stimulate private redevelopment that will increase the tax base of the City of West Allis and stimulate business activity in the area.

B. Redevelopment Actions. The general redevelopment actions included in this Plan are those broadly described in Sec. 66.431, Wis. Stats., and include, without

limitation thereof, the following: acquisition by purchase, eminent domain or otherwise, of real property in the Project area; demolition, vacation of public right-of-ways, and removal of all buildings, structures and other improvements acquired by the Authority which are not to be retained or rehabilitated on-site; installation, construction or reconstruction of site and Project improvements including streets and utilities deemed necessary to support land uses in the area after redevelopment; imposition of land use restrictions and controls; disposition by sale, lease or dedication for public purposes, land or improved property acquired in the Project area uses in accordance with the provisions of this Plan.

This Plan is intended to eliminate blight in the Project area and prevent the development or spread of blight and to foster redevelopment that is consistent with the stated Plan objectives.

Required vacations of public right-of-way, replatting and rezoning shall be accomplished by separate actions in accordance with the procedures specified in applicable provisions of local ordinances and Wisconsin Law.

Specific actions deemed necessary to achieve the objectives of this Plan require a combination of public and private actions directed primarily at accomplishing the following:

1. Removal of incompatible uses, buildings and structures;
2. Elimination of blighting influences;
3. Acquisition of vacant buildings, underutilized land or other real property deemed necessary for the assemblage of disposition parcels of suitable size and shape for the uses permitted in the Plan;
4. Demolition of structurally substandard and obsolescent buildings;
5. Rehabilitation and adaptive reuse of properties that will contribute to the goals of this plan.
6. Provision for public and private utilities and other public improvements needed to attract and support new uses in the area after redevelopment; and,
7. Renewal and modification, where and as necessary, of the street and alley system and the traffic circulation patterns in and immediately adjoining the **Project area to reduce hazards and improve traffic circulation.**

C. Acquisition. All real property necessary or incidental to the implementation of

this Project is identified on Map No. 3, entitled Proposed Property Acquisitions. The Schedule of Lands and Interest Required is also provided as Exhibit 2.

- D. Disposition.** The general location and extent of land needed for Project improvements, public right-of-ways, easements, and conveyance for redevelopment in accordance with the uses, requirements and controls set forth in Section IV and in other applicable sections of this Plan, are shown on Map No. 4, Proposed Land Use.

Parcels acquired for development may be marketed via a "Request for Proposals" or other means as appropriated. The properties will be sold for private development for use(s) in accordance with this Plan or approved modifications, and which reflect the lands for disposition under the provisions of Section IV (B) above.

All land and improved property will be sold by warranty deed at fair market value in accordance with the provisions set forth in Sec. 66.431(9), Wis. Stats. and with the disposition policy established by the Authority for achieving the development objectives stated in this Plan.

V. LAND USE PLAN

In order to achieve the objectives of this Plan, all development proposals for land within the Project Area will be subject to the regulations specified in this Plan and in applicable State and City codes and ordinances. In those instances where the provisions and regulations set forth in this Plan are more restrictive than those prescribed in applicable state and local codes and ordinances, as may be amended from time to time, the more restrictive regulations imposing a higher standard shall govern, unless otherwise specifically waived by the Common Council.

- A. Land Use Zoning Provisions.** The Six Points/Farmers Market Redevelopment Area comprises several zoning districts. The majority of the properties are zoned RB-2 Residence District, C-3 Regional Commercial District, or M-1 Manufacturing District. Please refer to Map 5: Existing Land Use, and Map 6: Existing Zoning.

The appropriateness and compatibility of proposed uses will be determined by the Authority prior to land disposition or the execution of any instruments involving rehabilitation and/or construction loans. The Project Area will be rezoned as set forth in Section VI. I. Statement of Proposed Changes in Zoning Ordinances or Maps and Building Codes and Ordinances and the use restrictions are as follows:

1. Permitted Uses.
 - a. Commercial uses that are in accordance with Sections 12.42(1) of the Revised Municipal Code with the exception of prohibited uses listed below. The floor area ratio shall be in accordance with Section 12.42(4).
2. Special Uses.
 - a. Commercial and mixed uses that are in accordance with Sections 12.42(2) of the Revised Municipal Code. The floor area ratio shall be in accordance with Section 12.42(4).
 - b. Multi-family uses that are in accordance with Sections 12.42(2) of the Revised Municipal Code. The floor area ratio shall be in accordance with Section 12.42(4).
3. Preferred Uses.
 - a. Multi-family uses with market rate rental units.
 - b. Mixed Use structures with high quality commercial and multi-family uses.
 - c. Offices; business, professional, medical or governmental.
 - d. Retail uses
4. Prohibited Uses.
 - a. Fast-food restaurants
 - b. Gasoline and service stations.
 - c. New and used car sales and service.
 - d. Adult video stores.
 - e. Laundromats
 - f. Gun stores and gun ranges.
 - g. Tobacco Stores of any type
 - h. Resale Shops.
 - i. Check Cashing Outlets.
 - j. Automobile repairs
 - k. Automobile convenience stores
 - l. Tattoo and/or body piercing establishments
5. Nuisance Restrictions. No operation, process or other use or activity on said

property shall produce noise, light, odors, smoke, vibrations, heat, industrial waste, or other external nuisances in excess of the limits defined in the city code.

6. Other Restrictions. No activity causing or resulting in electro-mechanical or electro-magnetic disturbance or radiation shall be permitted.

B. Building Requirements. Building requirements and other development controls for permitted uses in the Project Area shall be as specified for such uses as a condition of the Authority's acceptance of any offer to purchase land acquired for disposition or for the granting of any rehabilitation or construction loan. Generally, land coverage, building density, orientation, height, design, and setbacks shall be appropriate for the location, type, and character of the development and use contemplated. Minimum requirements are as follows:

1. Yards.
 - a. All newly constructed properties within the redevelopment area shall have setbacks as outlined below:
 - (1) Front Yard – All buildings in the Project area shall be constructed according to the setbacks established by the adjacent buildings, subject to the approval of the Common Council.
 - (2) Side Yard - There shall be no minimum set back.
 - (3) Rear - There shall be a rear yard of not less than ten (10) feet in depth for any commercial use. For a multi-family residential use the rear yard shall not be less than thirty (30) feet in depth.
2. Off-Street Parking. Off-street parking and loading facilities for commercial uses shall be located in the rear of the building unless there is no feasible alternative. For multi-family residential uses parking shall also be located in the rear or underneath the building but may also be allowed to be located in other areas depending on the configuration of the building and lot.
3. Off-Street Loading Spaces. Off-street loading spaces shall be provided as required by the West Allis Zoning Ordinance and shall be located either wholly within the building or, if located outside the building, shall be not less than fifty (50) feet from the front lot line.
4. Other Development Controls.

- a. Fences. All fences shall be subject to approval by the Plan Commission and subject to final determination by the Authority. The type and style of fencing material used by each owner is subject to approval. Cyclone fencing and barbed wire in any form is specifically prohibited.
- b. Utilities. All electric, power, street lighting, telephone and television cable wires shall be installed underground in easements.
- c. Open Storage. Open outdoor storage of materials except trash enclosure areas shall be prohibited. All trash containers, including dumpsters, must be enclosed by a solid wall or fence that matches the building facade and provide a suitable visual screen. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to present a good appearance at all times. All trash enclosures to be permitted in the rear yard only.
- d. Satellite Dishes and Antennas. All satellite dish and antenna placements will require written permission. Dishes and antennas shall be erected in the rear yard of buildings and not in any required setback or easement area. Materials used in constructing the dishes and antennas shall not be unnecessarily bright, shiny, garish, or reflective. Advertising placed on the dish face or any antenna component is prohibited except for the corporate name and/or identification logo.
- e. Landscaping. Landscaping is a required improvement and an integral part of any development. All required setback areas and parking facilities shall be acceptably landscaped with appropriately spaced trees and shrubs and with grass and/or other suitable ground cover material. Landscaped material shall be suitable to climate, soil conditions and the intended use and shall be sufficient size and density to create an "immediate environment."
- f. Exterior Design. Building design, scale, construction materials and color finish shall be compatible with, and complementary to, those of major existing buildings in the surrounding area. The predominant material shall be brick or masonry. The use of high quality, durable materials is encouraged. Accent or amenity lighting of exterior facades should be considered to create a desirable nighttime effect. No lighting is permitted to shine onto adjacent properties or street right-of-ways.
- g. Signs. The type, size and location of all proposed signage shall be approved to promote the environmental aesthetics of specific premises and the image of the Redevelopment Project as a whole. Buildings

intended primarily for rental should be designed with a sign frieze to assure uniformity and continuity of style. Off-premise, rooftop, and pole signs are expressly prohibited.

- h. **Accessory Structures.** The location, size and design compatibility of all permitted accessory buildings and structures, such as garages, maintenance buildings, etc., shall be approved prior to construction. The term "accessory structure" also refers to ground-mounted telephone and electrical transformers, gas meters, ground-mounted air conditioners, exhaust ducts, etc. Such buildings and structures are not to be located within the required setbacks.
- i. **Gutters and Downspouts.** The building shall be adequately serviced by storm water gutters and downspouts and subject to approval by the Director of Building Inspections and Zoning.
- j. **Roof Top Equipment Screening.** All roof-mounted equipment shall be appropriately screened with material compatible with the architecture of the main building.
- k. **Local Codes and Ordinances.** All construction and uses in the Project area shall conform to all applicable codes and ordinances of the City of West Allis and the State of Wisconsin in effect at the time of construction, except where applicable provisions and requirements of this Plan are more restrictive.

C. Duration of Land Use Plan. The land use provisions, building requirements and other development controls enumerated herein shall be in full force and effect from the date the Redevelopment Plan is certified to the Common Council of the City of West Allis by the Authority provided in Sec. 66.431 (6) (e), Wis. Stats. They will continue to be in force and effect until modified by the Common Council upon recommendation by the "Authority."

D. Applicability of Land Use Plan. After approval and certification of the Six Points/Farmers Market Redevelopment Plan, no new construction shall be authorized by any agencies, boards or commissions of the City, in such area, unless authorized by the Authority, including remodeling or conversion or rebuilding, enlargement or extension of major structural improvements on existing buildings, but not including ordinary maintenance or remodeling or changes necessary to continue occupancy.

All permit applications for new constructions within the Project area, including substantial remodeling or conversion or rebuilding, enlargement, or extension of

major structural improvements on existing buildings, shall be referred to and reviewed by the Authority to determine conformance with this Plan.

VI. PROJECT PROPOSALS

- A. Developer's Obligations.** Each developer will be required to abide by the covenants, restrictions, and provisions set forth in the agreement for land disposition and conveyance executed pursuant thereto including, but not limited to, the following:
1. Developers shall submit all Project redevelopment proposals for review and will be selected via a "Request for Proposal" or other process. Proposals may be illustrated and shall consist of architectural, site development and landscape plans, signage, and other appropriate supporting narrative or data to establish general conformity with the provisions and criteria set forth in Section IV of this Plan.
 2. The developer and any successor in interest shall devote the land only to the uses specified and approved in this Plan and shall carry out, or cause to be carried out, the approved Project Plan and modifications or amendments thereof, including any additional standards or regulations or urban design designated for the proposed use.
 3. The developer shall begin and complete the redevelopment of the land for the uses permitted in the Plan and the related improvements agreed upon in the disposition instrument as described in the approved final construction Plans within a reasonable period of time as determined by the Authority.
 4. The developer shall not sell, lease, or otherwise transfer such land at any time prior to completion of the development thereof.
 5. The developer shall be required to comply with all applicable local and state codes, ordinances, regulations, and statutes in effect from time to time.
 6. A developer shall submit information evidencing that they have made appropriate arrangements for financing the construction of the Redevelopment Project, submit a brief outline of the Project cost for completing improvements, and a designation of the sources of financing and/or equity contributions that will be used by the developer to fund such cost.
- B. Design Review.** Redevelopment proposals shall be submitted to the Authority and referred to the Plan Commission of the City of West Allis for architectural

design and site review. Proposals shall be sufficiently complete in form and content to permit meaningful evaluation. Approval of any proposal by the Plan Commission shall be subject to final determination by the Authority that such proposal conforms with the Redevelopment Plan.

The objectives and criteria to be used by the Plan Commission in determining the acceptability of any Project proposal include, but are not limited to, the following:

1. Quality and kind of construction materials, architectural and landscape design proposed for both new construction and rehabilitation;
2. Compatibility of internal vehicular and pedestrian circulation systems with adjoining areas;
3. Size, shape and orientation of proposed buildings and structures in relationship to the nature and scope of the development contemplated;
4. Orientation of proposed buildings and structures and relationship to street frontages, to each other and to surrounding existing buildings and structures; and,
5. Extent to which the uses and development (including signage) meets or exceeds Redevelopment Plan objectives and requirements.

- C. **Authority's Obligations.** The Authority will furnish the developer with an appropriate certificate upon the satisfactory completion of all building construction and other related improvements specified in the final construction Plans approved for development. Until the Authority so certifies, the developer shall have no power to convey the real property or any part thereof as provided by Wisconsin Law and the agreements executed pursuant hereto.

VII. CONFORMANCE WITH STATE AND LOCAL REQUIREMENTS

The following statements, maps, and information presented here are given to establish compliance with statutory requirements.

- A. **Conformance to the General Plan of the City.** This Plan was duly considered and determined to be in conformity, in principal, with the City's Comprehensive Land Use Plan.
- B. **Relationship to Definite Local Objectives.** This Plan has been carefully established to conform with the following objectives:

1. **Appropriate Land Use.** The proposed land uses will conform, in principal, to those permitted by City zoning ordinances and the "Comprehensive Land Use Plan 2010" dated February 27, 1991.

2. **Improved Traffic.** S. 66th Street between Greenfield Ave. and National Ave. is planned for vacation. Additional roadway right-of way between the Railroad Spur and S. 65th Street is anticipated to be dedicated for potential widening of Greenfield Ave. The Community Development Authority in connection with this Plan proposes no other major changes in the traffic or circulation patterns.

3. **Public Transportation.** No changes in Milwaukee County's public transportation system are proposed or necessitated by this Plan, except for some minor relocation of transit stops.

4. **Public Utilities.** No major improvements and/or modifications in the storm sewer, sanitary sewer or water are proposed by this Plan. These systems may, however, be improved and/or modified by the City of West Allis in connection with redevelopment, if so directed by the Common Council, or in connection with traffic or street improvements included in the annual Capital Improvements Program.

5. **Recreational and Community Facilities.** No recreational and/or community facilities are proposed to be constructed or expanded by this Plan.

6. **Other Public Improvements.** Nearly 200 new public parking spaces are projected to be added as well as the renovation of 73 existing spaces. Substantial Streetscaping will be added to Greenfield & National Ave. There is planned a major Farmers Market Renovation and Parking Lot addition, as well as Decorative Intersection Improvements – Six Points & Farmers Market Intersections. The repaving and general improvement of streets, sidewalks, curbs and gutters, etc. will be undertaken on an "as needed" basis as authorized by the City of West Allis.

C. Statement of Project Area. The boundaries of the Project Area are legally described in Section II (A) hereof and depicted on Map No. 1, titled Boundary Map.

D. Map of Existing Uses. Existing uses and the condition of real property are shown on Map 2: Existing Property Conditions, Map 5: Existing Land Use, and Map 6: Existing Zoning.

- E. **Land Use Plan of Proposed Uses.** Proposed land uses are shown on Map No. 4: Proposed Land Use Map.
- F. **Standards of Population Density.** Dwellings shall not exceed 35 dwelling units per acre unless specifically approved by the Authority.
- G. **Land Coverage and Building Intensity** shall not exceed conditions set forth in Section IV of this document.
- H. **Present and Potential Equalized Value for Property Tax Purposes.**

TABLE 1

PRESENT AND POTENTIAL EQUALIZED VALUE

| Property Values | Present (1999) | Potential | Increase |
|-----------------|---------------------|--------------------|----------------------|
| Land | \$ 5,116,000 | \$ 10,850,000 | \$ 5,734,000 |
| Improvements | \$12,304,000 | \$37635000 | \$ 28,700,000 |
| TOTAL | \$17,420,000 | \$51869,000 | \$ 34,434,000 |

TABLE 2

PRESENT AND POTENTIAL ANNUAL TAX REVENUES

| Annual | Present (1999) | Potential | Increase |
|-----------------------|------------------|---------------------|---------------------|
| Property Taxes | \$ 523,00 | \$ 1,556,000 | \$ 1,033,000 |

- I. **Statement of Proposed Changes in Zoning Ordinances or Maps and Building Codes and Ordinances.**
 1. The Project Area as shown on Map 6: Existing Zoning, are zoned RB-2, C-3 and M-1.
 2. No changes are planned for the City Building Codes, except a comprehensive Exterior Property Maintenance Program is proposed and necessitated by this Plan. The Zoning Ordinances may be amended as noted in Map No. 4 Proposed Land Use
 3. Two Planned Development Districts (one commercial and one residential) are anticipated to be adopted within the area.

- J. Statement of Required Site Improvements and Additional Public Utilities.** Site improvements and additional public utilities required to support new land uses in the area after development will be provided by the City of West Allis as needs and conditions dictate. Please refer to Exhibit 3 Estimated Redevelopment Costs for detailed cost estimates of site improvements to be undertaken by the City.
- K. Statement of a Feasible Method Proposed for Relocation.** The Authority is authorized to make relocation payments to, or with respect to, persons (including families, business concerns and others) being displaced from the Project for moving expenses and losses of property for which reimbursement or compensation is not otherwise made. Any persons being displaced during the course of the Project or relocated from properties within the area during the course of Project execution, shall be afforded the opportunity to be relocated in available accommodations which are decent, safe, sanitary, and otherwise habitable and which are within their financial means, all in accordance with a Relocation Plan, prepared pursuant to Sections 32.19 and 32.25 to 32.27 and 66.431(10) of the Wis. Stats. and subsequently approved by the Wisconsin Department of Commerce.

VIII. PROCEDURE FOR CHANGES IN THE APPROVED PLAN

At any time after the Project Area Plan has been approved by both the Community Development Authority and the Common Council of the City of West Allis, it may be modified in accordance with the provisions and procedures set forth in applicable subsections of Section 66.431, Wis. Stats., as may be amended from time to time.

XI. LIST OF EXHIBITS AND MAPS

The Exhibits and Maps are incorporated into the Project Plan and by this reference made a part thereof as follows:

LIST OF EXHIBITS

Exhibits

Exhibit No. 1 - Legal Description

Exhibit No. 2 - Schedule of Lands and Interest Required

Exhibit No. 3 - Estimated Redevelopment Costs

Exhibit No. 4 – Proposed Net Public Costs

Maps

Map No. 1 - Boundary Map

Map No. 2 - Existing Property Conditions

Map No. 3 – Proposed Property Acquisitions

Map No. 4 - Proposed Land Use

Map No. 5 – Existing Land Use

Map No. 6 – Existing Zoning

Map No. 7 – City Owned Land

Map No. 8 – Disposition of Property

Map No. 9 – Proposed Public Works and Improvements

EXHIBIT NO. 1

LEGAL DESCRIPTION :

SIX POINTS REDEVELOPEMENT AREA

LEGAL DESCRIPTION:

All those parts of Northeast 1/4, Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, and the Southeast 1/4 and the Southwest 1/4 of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, described as follows:

Beginning at the northeast corner of Lot 1, Block 1 of Cuppel's Subdivision, located in said Section 34; thence southerly along the east line of South 60 Street, 172.79 feet to the southeast corner of Lot 16, Block 1 of Cuppel's Subdivision; thence southeasterly, 108.77 feet to a point on the south line of Lot 1, Block 1 of Liberty Heights Subdivision, said point being 46.65 feet west of the east 1/4 section line of said Northeast 1/4 of Section 3; thence westerly along the south line of said Lot 1, 138.72 feet to a point on the east line of Lot 2, Block 1 of Liberty Heights Subdivision; thence southerly along the east line of said Lot 2, 100.00 feet to the north line of a public alley; thence westerly along the north line of said public alley and its extentions, 538.16 feet to a point on the west line of South 62 Street; thence southerly along the west line of South 62 Street, 160.00 feet to the north line of West Orchard Street; thence westerly along the north line of West Orchard Street and its extention, 300.00 feet to a point on the west line of South 63 Street; thence southerly along the west line of South 63 Street, 67.00 feet to the southeast corner of Lot 1, Block 5 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1, 2 and 3, Block 5 of Liberty Heights Subdivision, 120.00 feet to the southwest corner of said Lot 3; thence southerly along the east line of Lot 38, Block 5 of Liberty Heights Subdivision 70.00 feet to the southeast corner of said Lot 38; thence westerly along the south line, and its extention, of Lots 38, 37 and 36, Block 5 of Liberty Heights Subdivision, 180.00 feet to a point on the west line of South 64 Street; thence southerly along the west line of South 64 Street, 90.00 feet to the southeast corner of Lot 1, Block 4 of Liberty Heights Subdivision; thence westerly along the south line of Lots 1 and 2, Block 4 of Liberty Heights Subdivision, 83.17 feet to the southwest corner of said Lot 2; thence southerly along the east line of Lot 1 of Central Improvement Company's Subdivision No. 4, 70.00 feet to the southeast corner of said Lot 1; thence westerly along the south line, and its extention,

of Lots 1, 2, 3 and 4 of Central Improvement Company's Subdivision No. 4, 191.35 feet to a point on the west line of South 65 Street; thence southerly along the west line of South 65 Street, 365.00 feet to the north line of West Lapham Street; thence westerly along the north line of West Lapham Street, 166.65 feet to the extension of the east line of Lot 3, Block 9 of Central Improvement Company's Subdivision No. 7; thence southerly along the east line, and its extension, of said Lot 3, 180.00 feet to the southeast corner of said Lot 3; thence westerly along the south line, and its extension, of Lots 1, 2 and 3, Block 9 of Central Improvement Company's Subdivision No. 7, 105.00 feet to a point on the west line of South 66 Street; thence southerly along the west line of South 66 Street, 130.50 feet to the northeast corner of Parcel 1, Certified Survey Map No. 6513; thence westerly along the north line of said Parcel 1, 127.00 feet to a corner of said Parcel 1; thence southerly along a westerly line of said Parcel 1, 120.46 feet to a corner of said Parcel 1; thence westerly along a northerly line of said Parcel 1, 47.91 feet to the northeast corner of Parcel 2, Certified Survey Map No. 6513; thence continuing westerly along the north line of said Parcel 2, 11.30 feet to a point of curve; thence southwestwardly along the arc of a curve along the northwesterly line of said Parcel 2, whose center lies to the south and whose radius is 333.13 feet, 220.68 feet to the northwest corner of said Parcel 2; thence southerly along the west line of said Parcel 2, 105.03 feet to the north line of West Mitchell Street; thence westerly along the north line of West Mitchell Street, 58.53 feet to the southwest corner of Lot 7, Block 2 of Assessors Plat No. 269; thence northerly along the west line of Lots 7 and 6, Block 2 of Assessors Plat No. 269, 456.06 feet to the extension of the south line of Lot 3, Block 2 of Assessors Plat No. 269; thence westerly along the south line, and its extension, of said Lot 3, 200.00 feet to the southwest corner of said Lot 3; thence northerly along the west line of said Lot 3, 108.28 feet to the northwest corner of said Lot 3; thence northeasterly along the southerly line of West National Avenue, 215.35 feet to the northwest corner of Lot 5, Block 2 of Assessors Plat No. 269; thence northerly across West National Avenue, 71.05 feet to the southwest corner of Lot 5, Block 1 of Assessors Plat No. 269; thence northerly along the west line of said Lot 5, 596.96 feet to a point of curve; thence northeasterly along the arc of a curve along the westerly line of said Lot 5, whose center lies to the east and whose radius is 313.27 feet, 294.70 feet to the point of tangency; thence northeasterly along the west line of said Lot 5, 16.08 feet to the northwest corner of said Lot 5; thence easterly along the southerly line of West Greenfield Avenue, 452.05 feet +/- to a point on the extension of the west line First Continuation of Solders Home Heights Subdivision; thence northerly along the west line of First Continuation of Solders Home Heights Subdivision, and its extension, 233.00 feet to the northwest corner of said

subdivision; thence easterly along the north line of said subdivision, 325.86 feet to the northeast corner of Lot 8, Block 1 of First Continuation of Solders Home Heights Subdivision; thence northerly along the east line of Lot 13, Block 11 of Second Continuation of Solders Home Heights Subdivision, 15.00 feet to a point on the extension of the north line of the south one-half of Lot 12, Block 11 of Second Continuation of Solders Home Heights Subdivision; thence easterly along the north line, and its extension, of said south one-half of said Lot 12, 174.26 feet to a point on the east line of South 64 Street; thence northerly along the east line of South 64 Street, 70.00 feet to the northwest corner of the south one-half of Lot 27, Block 5 of a Resubdivision of Solders Home Heights Company's Subdivision; thence easterly along the north line of the south one-half of said Lot 27, 120.00 feet to the east line of said Lot 27; thence southerly along the east line of Lots 27 and 26, Block 5 of a Resubdivision of Solders Home Heights Subdivision, 45.00 feet to the northwest corner of Lot 12, Block 5 of said subdivision; thence easterly along the north line of said Lot 12, 120.00 feet to the west line of South 63 Street; thence southerly along the west line of South 63 Street, 30.00 feet to the southeast corner of said Lot 12; thence easterly along the north line, and its extension, of Lot 24, Block 6 of a Resubdivision of Solders Home Heights Company's Subdivision, 180.00 feet to the northeast corner of said Lot 24; thence easterly along the west line of Lot 12, Block 6 of a Resubdivision of Solders Home Heights Company's Subdivision, 15.00 feet to the north line of the south one-half of said Lot 12; thence easterly along the north line, and its extension, of said Lot 12, 180.00 feet to the east line of South 62 Street; thence northerly along the east line of South 62 Street, 345.00 feet to the south line of West Madison Street; thence easterly along the south line of West Madison Street, 132.78 feet to the northeast corner of Lot 28, Block 7, of a Resubdivision of Solders Home Heights Company's Subdivision; thence southerly along the east line of Lots 28, 27, 26, 25, 24 and 23, Block 7, of a Resubdivision of Solders Home Heights Company's Subdivision, 180.00 feet to the northwest corner of Lot 7, Block 7 of a Resubdivision of Solders Home Heights Company's Subdivision; thence easterly along the north line of said Lot 7, 133.00 feet to the west line of South 61 Street; thence southerly along the west line of South 61 Street, 268.37 feet to the northeast corner of Lot 1, Block 2 of Cuppel's Subdivision; thence northeasterly along the northerly line of West National Avenue, 174.59 feet +/- to an angle point in the southerly line of West National Avenue; thence northeasterly along the southerly line of West National Avenue, 162.73 feet +/- to the northeast corner of Lot 1, Block 1 of Cuppel's Subdivision, the point of beginning.

EXHIBIT NO. 2

SCHEDULE OF LANDS AND INTEREST TO BE ACQUIRED

| # | Project ID Number | Tax Key # | Property Address | Owner's Name |
|----|-------------------|--------------|------------------------------|--------------------------|
| 1 | 101 | 454-0231-000 | 1445 S. 66 St. | Fluid Technology Inc. |
| 2 | 102 | 454-0218-001 | 1452 S. 66 St. | Fluid Technology Inc. |
| 3 | 103 | 454-0217-000 | 1436-38 S. 66 St. | Jerome Pflugradt |
| 4 | 105 | 454-0215-000 | 14** S. 66 St. | Fluid Technology Inc. |
| 5 | 106 | 454-0214-000 | 1416 S. 66 St. | David Bennett |
| 6 | 107 | 454-0213-000 | 6533 W. Greenfield Av | James & Joyce Tatera |
| 7 | 108 | 454-0212-000 | 6527 W. Greenfield Av | Mingey Investment Co LLC |
| 8 | 109 | 454-0211-000 | 65** W. Greenfield Av | Dennis & Gloria Geniesse |
| 9 | 110 | 454-0210-001 | 6513-19 W. Greenfield Av | IL Pun Page |
| 10 | 111 | 454-0208-000 | 6509-11 W. Greenfield Av | Brian & Julie Fleming |
| 11 | 112 | 454-0207-000 | 6501-05 W. Greenfield Av | Dean Wanty |
| 12 | 113 | 454-0228-001 | 1441 S. 65 St. | Fluid Technology Inc. |
| 13 | 114 | 454-0225-000 | 6506 W. National Av | Brad Osmonson |
| 14 | 115 | 454-0226-000 | 6500 W. National Av | Steven Bain |
| 15 | 203 | 454-0193-000 | 6415 W. Greenfield Av | The Breaking Point Inc |
| 16 | 204 | 454-0192-000 | 6407-09 W. Greenfield Av | Rudy Diapa |
| 17 | 205 | 454-0183-000 | 6403-05 W. Greenfield Av | Rudy Diapa |
| 18 | 207 | 454-0181-000 | 6335 W. Greenfield Av | H Reyes & H Montalvo |
| 19 | 208 | 454-0180-000 | 6333 W. Greenfield Av | Borge Paulmann-Roman |
| 20 | 224 | 454-0196-000 | 1418 S. 65 St. | Larry Buzzell |
| 21 | 225 | 454-0197-000 | 14** S. 65 St. | Rudy Diapa |
| 22 | 315 | 439-0274-000 | 13** S. 63 St. | Donald Constantineau |
| 23 | 316 | 439-0275-000 | 13** S. 63 St. | Donald Constantineau |
| 24 | 317 | 439-0303-000 | 1349-51 S. 62 St. | Bonnie Soeldner |
| 25 | 318 | 439-0304-000 | 1353 S. 62 St. | Guadalupe Rios |
| 26 | 319 | 439-0309-000 | 1352 S. 63 St. | David Hoffman |
| 27 | 320 | 439-0310-000 | 1348-50 S. 63 St. | David & Patricia Conley |
| 28 | 321 | 439-0147-001 | 1353 S. 64 St. | Edward A. Starich |
| 29 | 508 | 454-0050-004 | 6027-6109 W. Greenfield Av | St Ann's Interden Church |
| 30 | 603 | 454-0074-000 | 1427-27A S. 62 St. | Dennis Mesoloras |
| 31 | 604 | 454-0075-000 | 1437 S. 62 St. | Madeline Bickel |
| 32 | 701 | 454-0253-000 | 67** W. National Avenue | Ward, Jennie |
| 33 | 702 | 454-0246-000 | 6615-17 W. Greenfield Avenue | Schmay, Elaine |
| 34 | 703 | 454-0247-000 | 6601-03 W. Greenfield Avenue | Torgerson, James |
| 35 | 704 | 454-0248-000 | 1573 S. 66 St. | Mardak, D.F. & J.F. |
| 36 | 705 | 454-0245-001 | 6633-39 W. National Avenue | Barkow, Robert |
| 37 | 708 | 453-0252-000 | 6737 W. National Ave. | National Investments |
| 38 | 802 | 454-0269-000 | 65** W. Lapham | Fluid Technology Inc. |

The interest required for each property is the Fee.

EXHIBIT NO. 3

ESTIMATED REDEVELOPMENT COSTS:

| # | Property Acquisition | Reloca-tion | Environ-mental Clean up | Demo-lition | Public Infra-structure | Econ. Deve. Loan(s) | Adm. Exp. | Contin-gency | Total Project Costs | Land Resale Value | Net Public Costs |
|----|----------------------|-------------|-------------------------|-------------|------------------------|---------------------|-----------|--------------|---------------------|-------------------|------------------|
| 1 | \$3,050,000 | \$0 | \$900,000 | \$600,000 | \$0 | | | | \$4,550,000 | \$3,200,000 | (\$1,350,000) |
| 2 | \$912,200 | \$388,800 | \$0 | \$37,500 | \$0 | | | | \$1,338,500 | \$1,200,000 | (\$138,500) |
| 3 | \$2,366,100 | \$505,000 | \$220,000 | \$237,500 | \$0 | | | | \$3,328,600 | \$1,169,000 | (\$2,159,600) |
| 4 | \$743,300 | \$330,000 | \$0 | \$37,500 | \$0 | | | | \$1,110,800 | \$991,200 | (\$119,600) |
| 5 | \$133,200 | \$0 | \$0 | \$7,500 | \$250,000 | | | | \$390,700 | \$0 | (\$390,700) |
| 6 | \$0 | \$0 | \$0 | \$0 | \$50,000 | | | | \$50,000 | \$0 | (\$50,000) |
| 7 | \$64,900 | \$0 | \$0 | \$15,000 | \$0 | | | | \$79,900 | \$86,500 | \$6,600 |
| 8 | \$0 | \$0 | \$0 | \$0 | \$125,000 | | | | \$125,000 | \$0 | (\$125,000) |
| 9 | \$0 | \$0 | \$0 | \$0 | \$240,000 | | | | \$240,000 | \$0 | (\$240,000) |
| 10 | \$25,400 | \$0 | \$0 | \$15,000 | \$195,000 | | | | \$235,400 | \$0 | (\$235,400) |
| 11 | \$420,200 | \$128,000 | \$0 | \$30,000 | \$200,000 | | | | \$778,200 | \$0 | (\$778,200) |
| 12 | \$137,000 | \$35,500 | \$0 | \$7,500 | \$50,000 | | | | \$230,000 | \$0 | (\$230,000) |
| 13 | \$1,029,000 | \$50,000 | \$50,000 | \$58,000 | \$0 | | | | \$1,187,000 | \$1,372,000 | \$185,000 |
| 14 | \$214,300 | \$61,500 | \$0 | \$15,000 | \$125,000 | | | | \$415,800 | \$0 | (\$415,800) |
| 15 | \$0 | \$0 | \$0 | \$0 | \$500,000 | | | | \$500,000 | \$0 | (\$500,000) |
| 16 | \$0 | \$0 | \$0 | \$0 | \$125,000 | | | | \$125,000 | \$0 | (\$125,000) |
| 17 | | | | | \$35,000 | | | | \$35,000 | \$0 | (\$35,000) |
| 18 | | | | | \$25,000 | | | | \$25,000 | \$0 | (\$25,000) |
| 19 | | | | | \$212,000 | | | | \$212,000 | \$0 | (\$212,000) |
| 20 | | | | | \$220,400 | | | | \$220,400 | \$0 | (\$220,400) |
| 21 | | | | | | \$500,000 | | | \$500,000 | \$0 | (\$500,000) |
| 22 | | | | | | | \$382,900 | | \$382,900 | \$0 | (\$382,900) |
| 23 | | | | | | | | \$382,900 | \$382,900 | \$0 | (\$382,900) |
| | \$9,095,600 | \$1,498,800 | \$1,170,000 | \$1,060,500 | \$2,352,400 | \$500,000 | \$382,900 | \$382,900 | \$16,443,100 | \$8,018,700 | (\$8,424,400) |

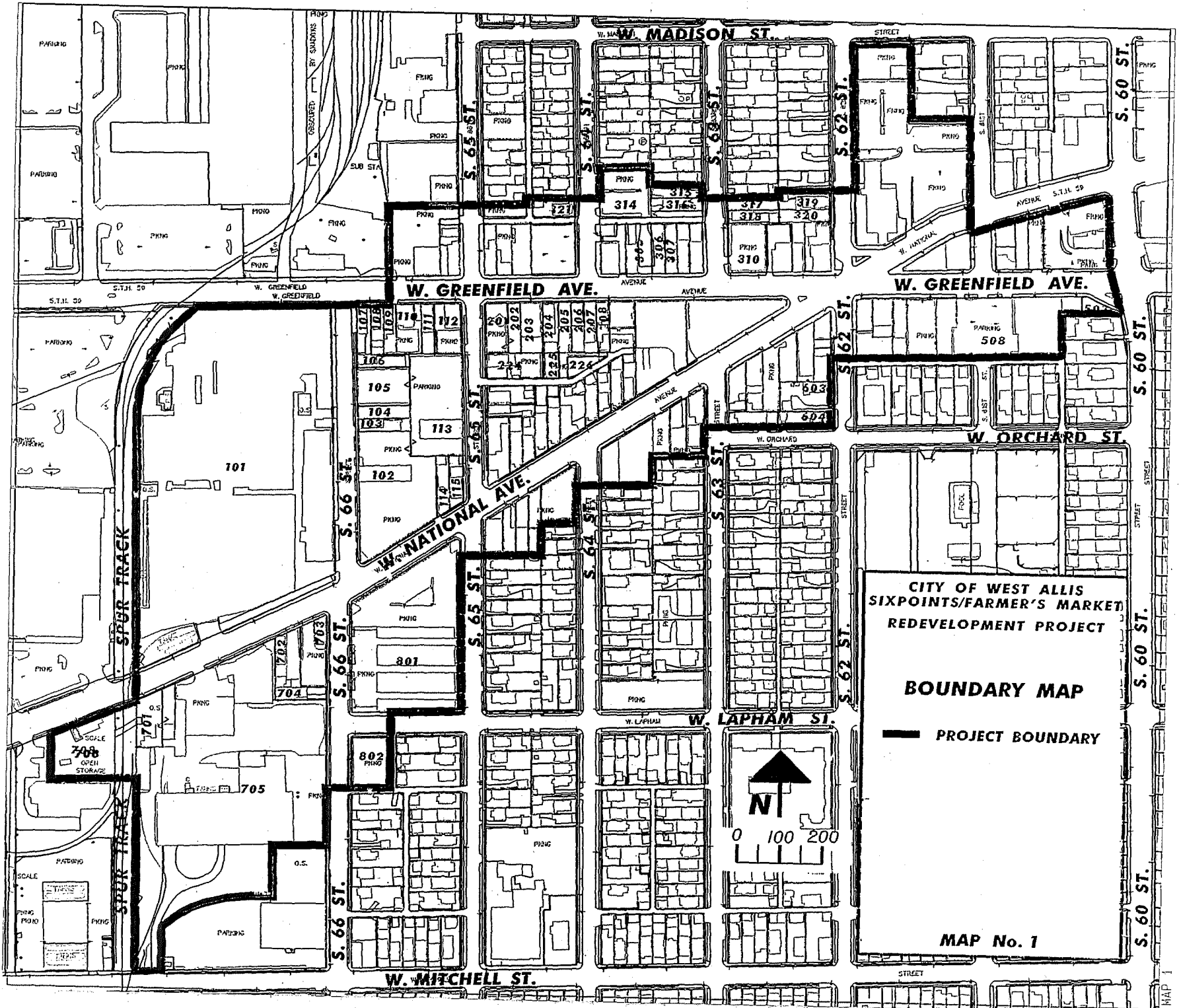
KEY

| PROJECT ACTIVITIES | | | |
|---------------------------|-------------------------------------|----|---------------------------------|
| 1 | Big Box Commercial/Retail | 13 | St. Ann's Redevelopment |
| 2 | Commercial/Retail development | 14 | Construct New Parking Lot |
| 3 | Condo/Multi-family/Commercial | 15 | Farmers' Market Renovation |
| 4 | New Commercial Building Site (s) | 16 | Construct New Parking Lot |
| 5 | Construct New Parking Lot | 17 | Decorative Intersection Improv. |
| 6 | Construct New Parking Lot | 18 | Decorative Intersection Improv. |
| 7 | Infill: New Commercial Building (s) | 19 | Greenfield Ave. Streetscape |
| 8 | Existing City Parking Lot Improv. | 20 | National Ave. Streetscape |
| 9 | Existing City Parking Lot Improv. | 21 | Redevelopment Loan(s) |
| 10 | Construct New Parking Lot | 22 | Administrative Expenses |
| 11 | Construct New Parking Lot | 23 | Contingency |
| 12 | Construct New Parking Lot | | |

EXHIBIT NO. 4

PROPOSED NET PUBLIC COSTS

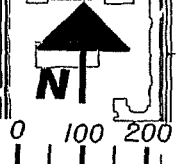
| Activity | Amount |
|--|--------------------|
| 1. Big Box Commercial/Retail - Pressed Steel Tank & S. 66 th St. Area | \$ 1,488,500 |
| 2. Commercial/Retail Development 6500 block of Greenfield south side | \$ 135,000 |
| 3. Condo/Multi-family/Commercial 6600 Block of W. Natl. Ave. south side | \$ 2,159,600 |
| 4. New Commercial Building Site (s) – South of Greenfield Ave. & East of S. 65 St. | \$ 199,600 |
| 5. New Parking Lot – South of Greenfield Ave. & East of S. 65 St. | \$ 390,700 |
| 6. New Parking Lot – North of Greenfield Ave. & West of S. 64 St. | \$ 50,000 |
| 7. New Commercial Building Site(s) – North of W. Gfld Ave.- 64 & S. 63 | (\$ 6,600) |
| 8. Existing City Parking Lot-North of W. Greenfield Ave. & East of S. 63 St. | \$ 125,000 |
| 9. Existing City Parking Lot – North of W. Greenfield Ave. & S. 63 St. | \$ 240,000 |
| 10. Construct New City Parking Lot – North of the Greenfield Ave. alley on the West Side of S. 63 St. | \$ 235,400 |
| 11. Construct New City Parking Lot – North of Greenfield Ave. between S. 63 & S. 62 Streets | \$ 778,200 |
| 12. Construct New City Parking Lot – North of the W. Greenfield Ave. alley on the West Side of S. 64 St. | \$ 230,000 |
| 13. St. Ann's Redevelopment - 6100 block of National Ave. | (\$ 185,000) |
| 14. New Parking Lot – 62 & Orchard Street | \$ 415,800 |
| 15. Farmers' Market Renovation 1559 S. 65 th Street | \$ 500,000 |
| 16. Parking Lot – South of Farmers Market | \$ 125,000 |
| 17. Decorative Intersection Improvements – Six Points Intersection | \$ 35,000 |
| 18. Decorative Intersection Improvements – Farmers' Market Intersection | \$ 25,000 |
| 19. Greenfield Ave. Streetscape S. 67 th to S. 60 th Streets | \$ 212,000 |
| 20. National Ave. Streetscape S. 67 th to S. 60 th Streets | \$ 220,400 |
| 21. Redevelopment Loan for Catalytic Project (s) – Area wide | \$ 500,000 |
| 22. Administrative / Legal / Engineering/ etc. – Area wide | \$ 382,900 |
| 23. Contingency – Area wide | \$ 382,900 |
| TOTAL NET PUBLIC COSTS | \$8,424,400 |



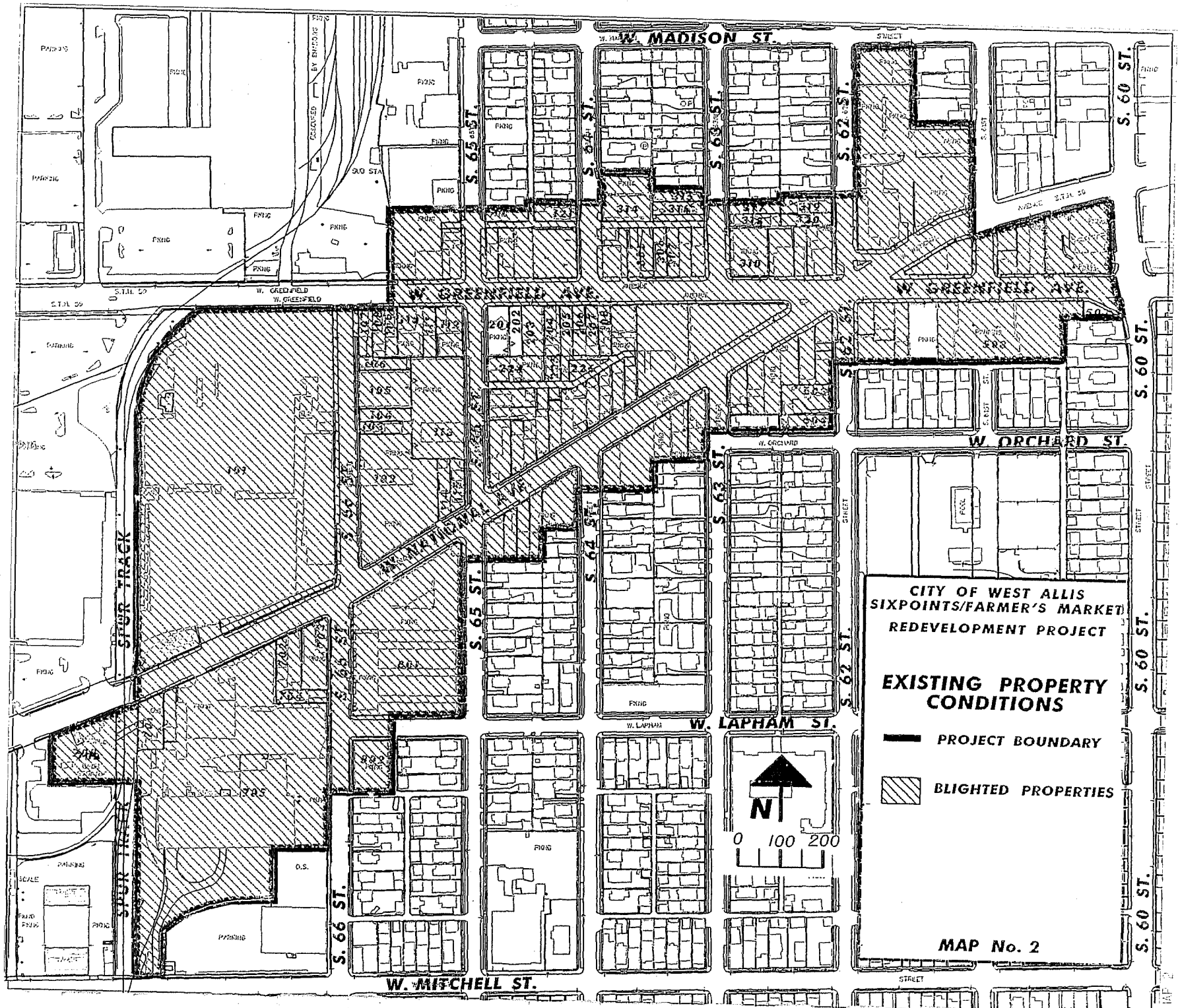
CITY OF WEST ALLIS
SIXPOINTS/FARMER'S MARKET
REDEVELOPMENT PROJECT

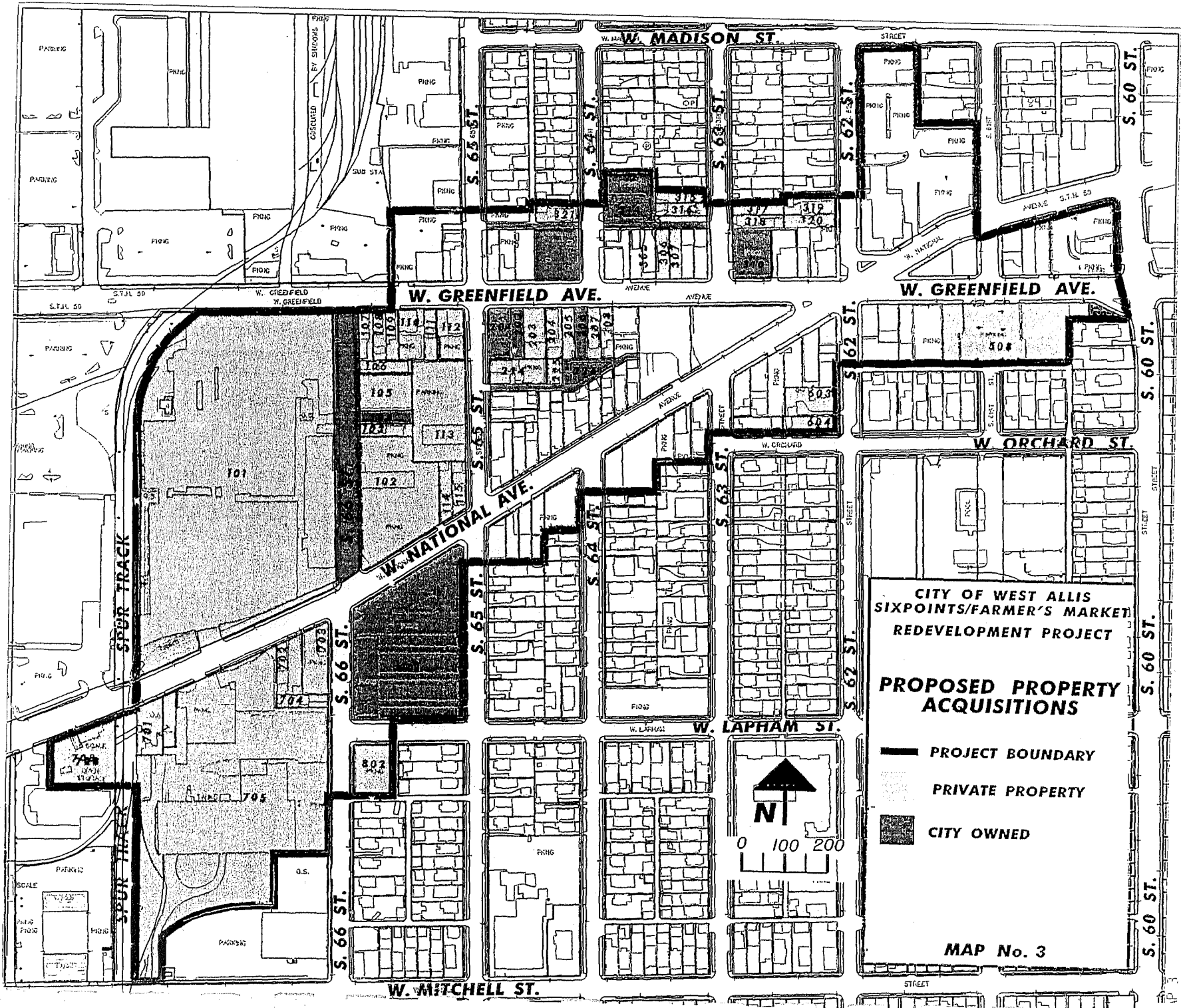
BOUNDARY MAP

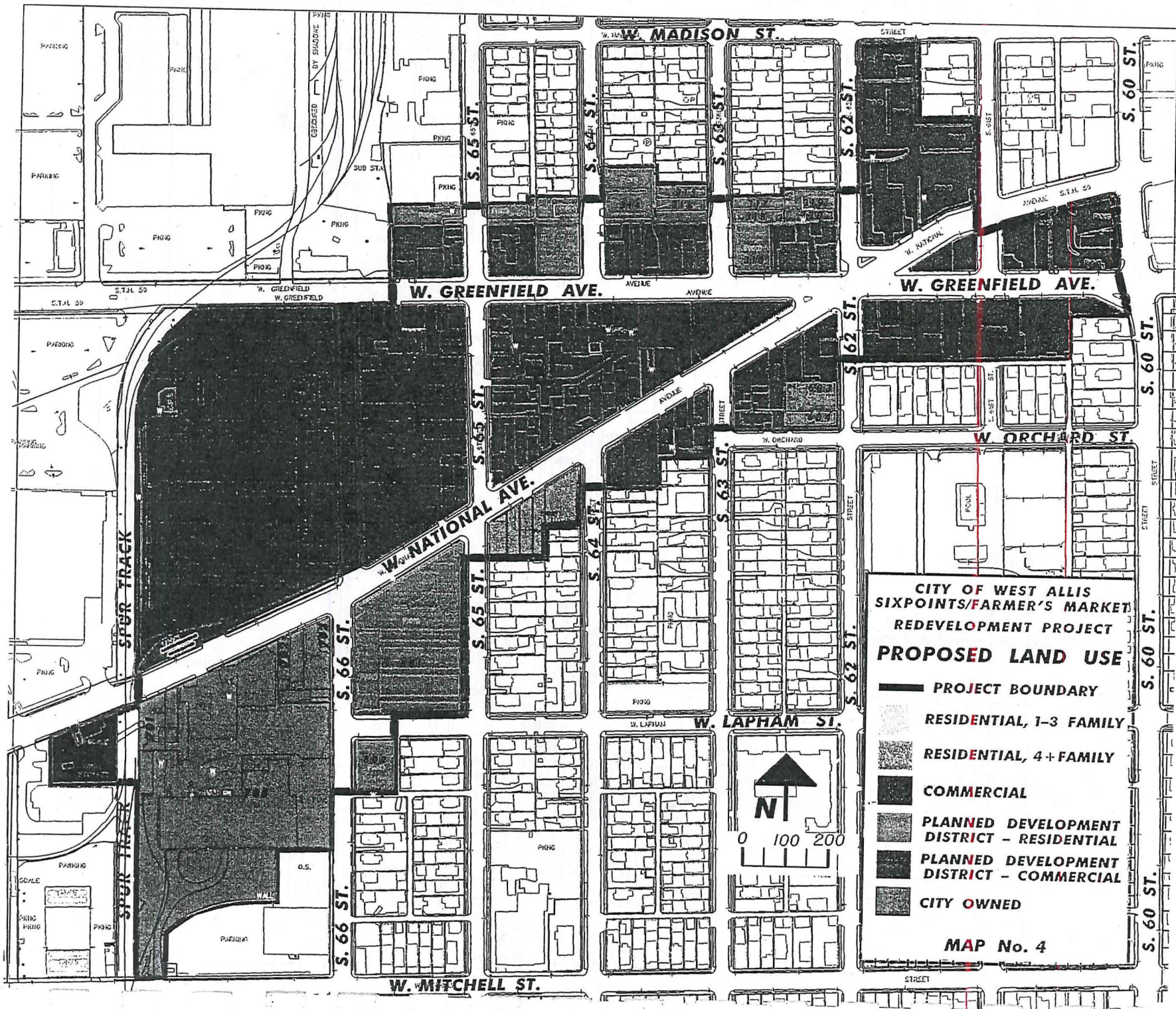
— PROJECT BOUNDARY



MAP No. 1





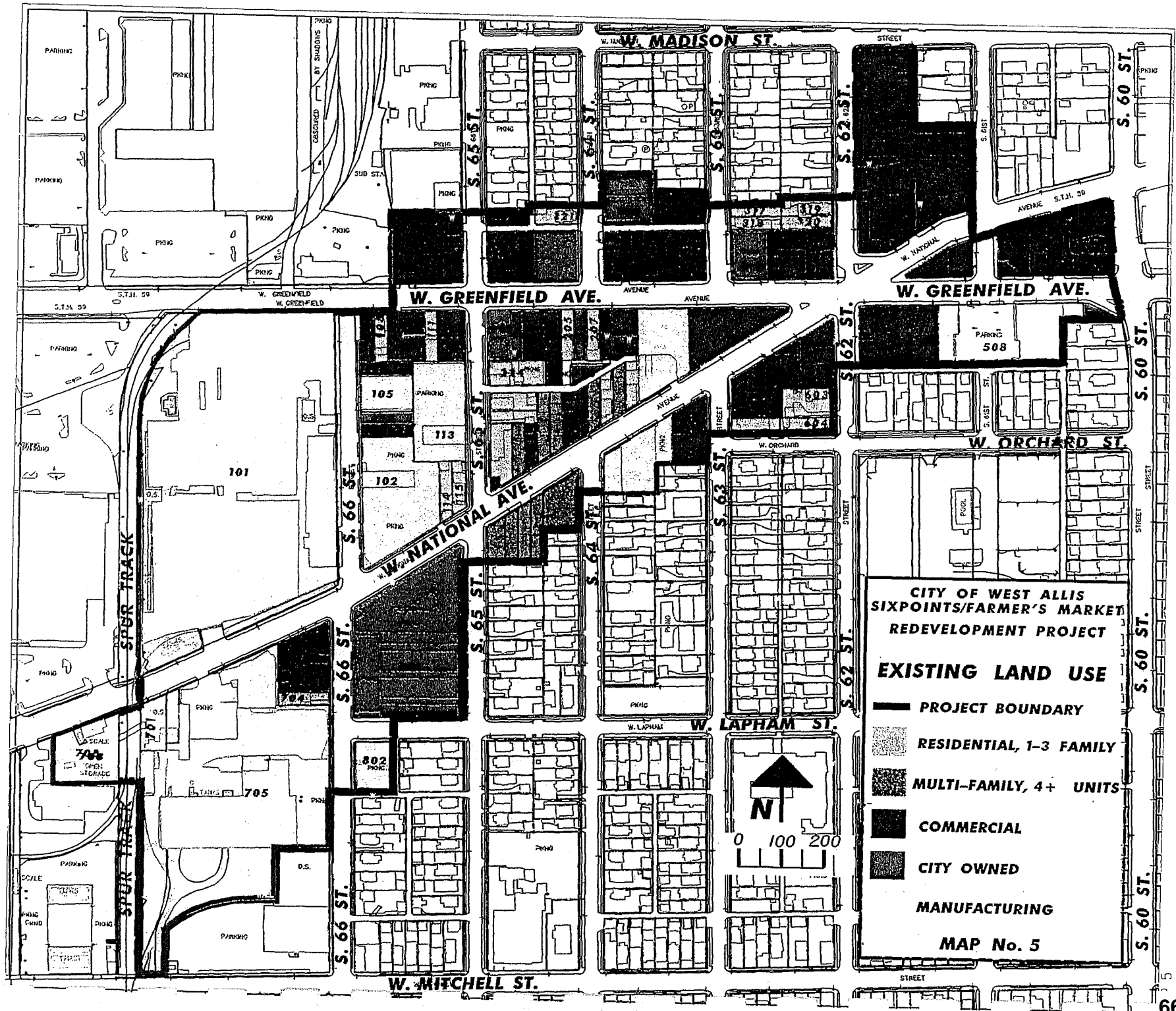


**CITY OF WEST ALLIS
SIXPOINTS/FARMER'S MARKET
REDEVELOPMENT PROJECT**

PROPOSED LAND USE





-  PROJECT BOUNDARY
-  RESIDENTIAL, 1-3 FAMILY
-  RESIDENTIAL, 4+ FAMILY
-  COMMERCIAL
-  PLANNED DEVELOPMENT DISTRICT - RESIDENTIAL
-  PLANNED DEVELOPMENT DISTRICT - COMMERCIAL
-  CITY OWNED

MAP No. 4

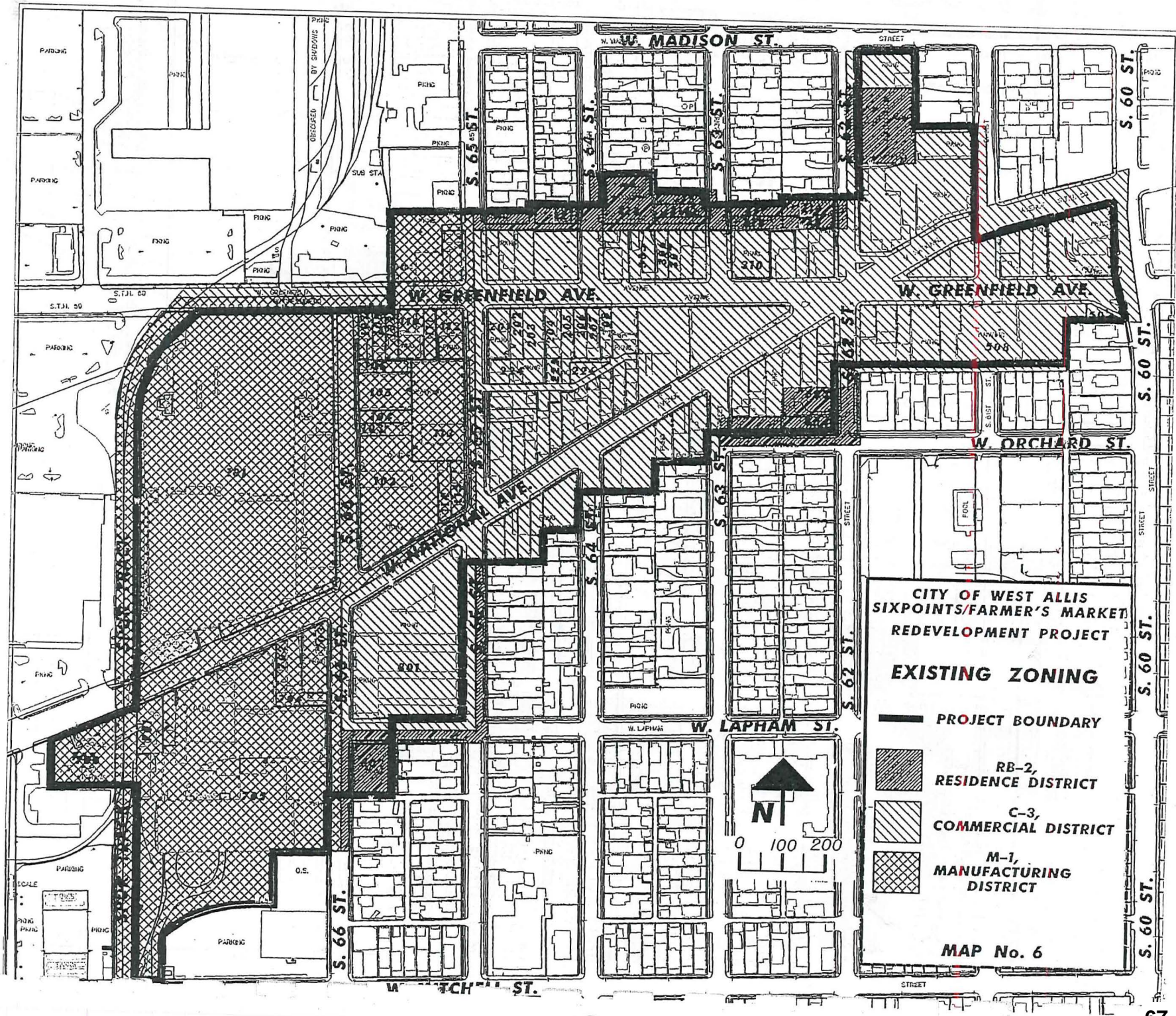


**CITY OF WEST ALLIS
SIXPOINTS/FARMER'S MARKET
REDEVELOPMENT PROJECT**

EXISTING LAND USE





-  PROJECT BOUNDARY
-  RESIDENTIAL, 1-3 FAMILY
-  MULTI-FAMILY, 4+ UNITS
-  COMMERCIAL
-  CITY OWNED
-  MANUFACTURING

MAP No. 5

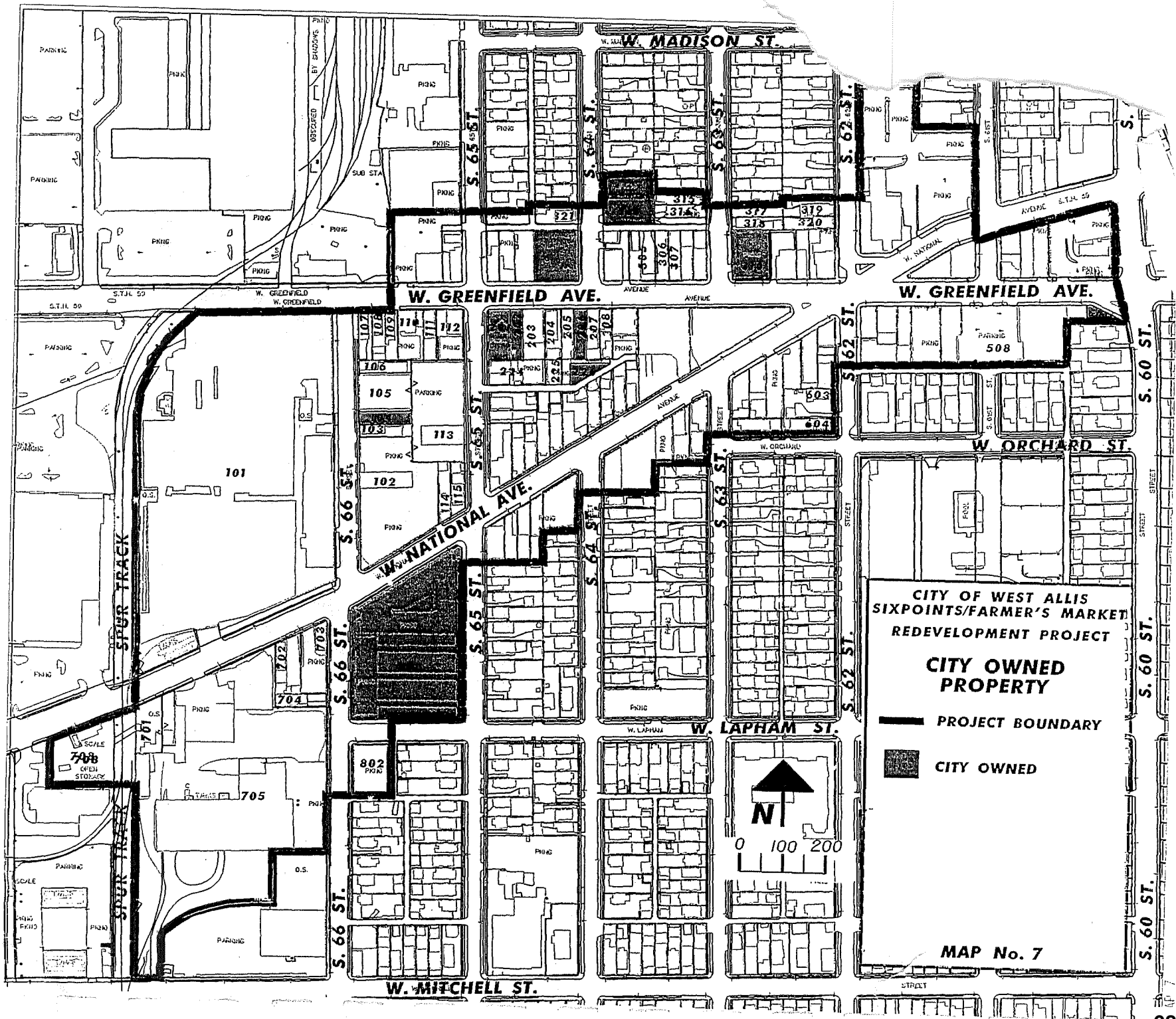


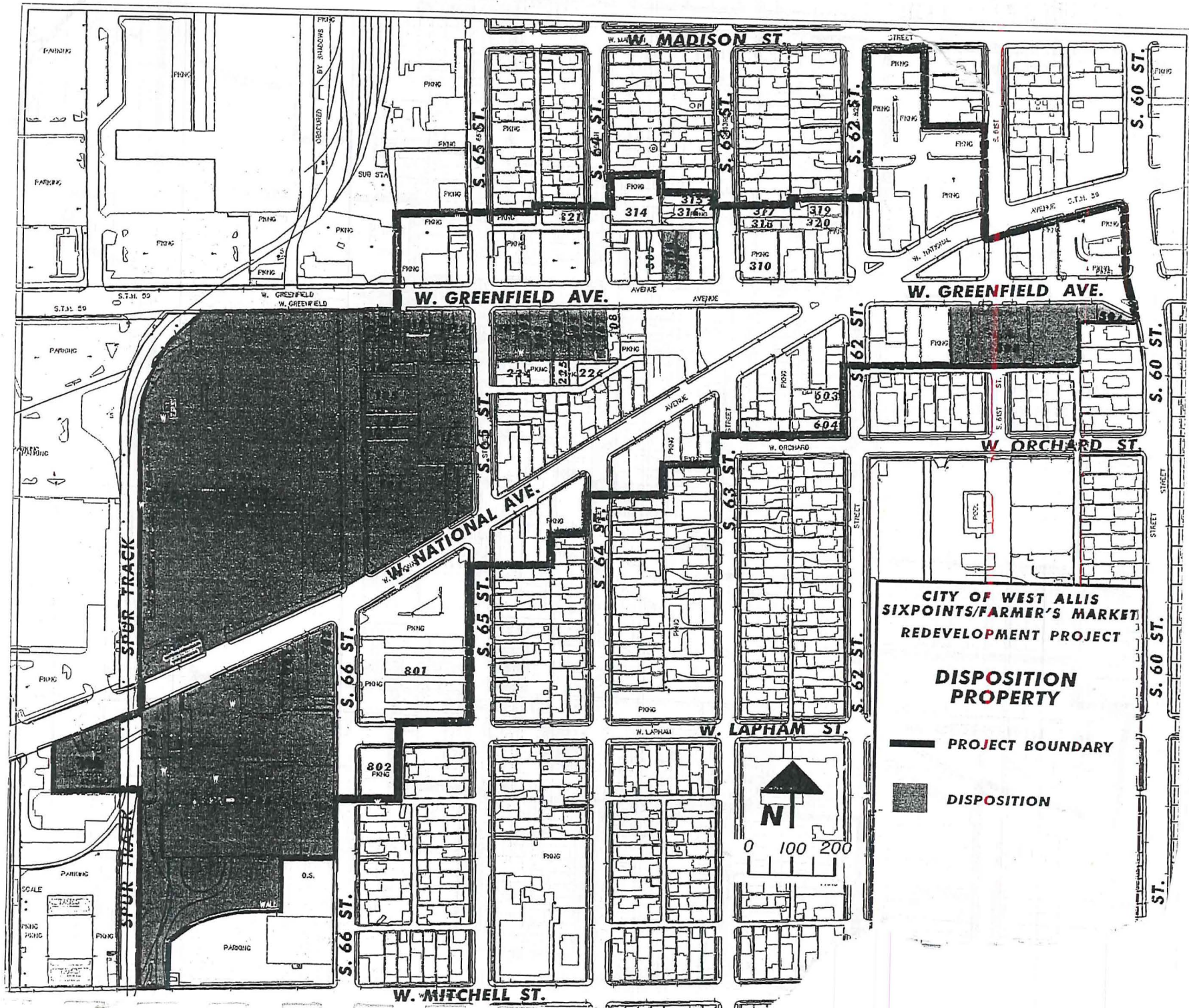
**CITY OF WEST ALLIS
SIXPOINTS/FARMER'S MARKET
REDEVELOPMENT PROJECT**

EXISTING ZONING

-  **PROJECT BOUNDARY**
-  **RB-2,
RESIDENCE DISTRICT**
-  **C-3,
COMMERCIAL DISTRICT**
-  **M-1,
MANUFACTURING DISTRICT**

MAP No. 6





**CITY OF WEST ALLIS
SIXPOINTS/FARMER'S MARKET
REDEVELOPMENT PROJECT**

**DISPOSITION
PROPERTY**

— PROJECT BOUNDARY

■ DISPOSITION



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of April ____, 2021 by and between the West Allis Brewing Property LLC, a Wisconsin limited liability company ("Developer"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a Wisconsin body politic ("CDA").

RECITALS

CDA and Developer acknowledge the following:

- A. Developer intends to acquire the following parcels of real property from the CDA:
 - 1. 6749-6751 W. National Avenue, approximately 0.9849 acres of land with improvements
 - 2. 67** W. National Avenue, approximately 0.4707 acres of land
 - 3. 67** W. Mitchell Avenue, approximately 0.1404 acres of land
- B. The sale of land is approximately 1.596 total acres of real property in the City of West Allis, Wisconsin ("City"), as depicted and described on **Exhibit A – The Property** attached hereto (the "Property").
- C. Subject to obtaining the benefits set forth herein, Developer plans on developing the Property into a brewery-entertainment venue with tasting room and outdoor beer garden. A preliminary site plan showing projected future development of the Property is attached hereto as **Exhibit B – Site Plan and Elevation**.
- D. The CDA desires to encourage economic development, eliminate blight, expand the City's tax base and create new jobs within the City. The CDA finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.
- E. The development of the Property would not occur without the benefits to be provided to Developer as set forth in this Agreement.
- F. To satisfy the requirement for the disposition of public controlled lands, the CDA conducted a public hearing on the sale of public land on November 10, 2020.
- G. This Agreement, upon signature and acceptance by both parties, shall be the prevailing Agreement, superseding the terms and conditions outlined in the executed the Letter of Intent signed on October 27, 2020 and amended on December 14, 2020 and attached hereto for reference as **Exhibit C – Letter of Intent**.
- H. The CDA, pursuant to action dated April ____, 2021, has approved this Agreement and authorized its execution by the proper CDA officials on the CDA's behalf.
- I. The Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

**ARTICLE I
DEVELOPER OBLIGATIONS**

A. The Developer shall acquire the Property from the CDA on a date mutually agreeable to the parties ("Closing") in the condition of "as is, where is"; and

B. At Closing, Developer shall:

1. Purchase of the property shall be for Five Hundred Thousand Dollars (\$500,000.00) consisting of the following:

(1) \$247,476 in private funds provided at Closing

(2) \$102,524 credit from the City to assist with soil conditions as outlined in **Exhibit D – Incremental Soil Removals and Disposal Costs**,

(3) \$150,000 in the form of a loan Note on behalf of the CDA executed at time of Closing by the Developer. **See Exhibit H – Purchase Note**

(4) The purchase is subject to the following prorations, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners' association assessments, and fuel. Real estate taxes shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted); and

2. Accept delivery of a warranty deed to convey the Property to the Developer; and

3. Execute a forgivable loan in an amount equal to \$50,000 for the purchase of equipment related to establishment of a brewery ("Forgivable Loan"); and

4. Execute an Economic Development Loan Agreement in an amount equal to \$100,000 for costs related to equipment and working capital ("Economic Development Loan"). The loan will have a separate term and conditions letter and Agreement from the City of West Allis; and

5. Developer shall execute an Easement Agreement, attached hereto as **Exhibit E – Easement Agreement** with the CDA and the adjacent property at 6771 W. National Ave. and between the Property and the remainder of the CDA owned property at 67** W. Mitchell St. (Tax Key No. 453-0564-002)

6. Developer shall execute shared parking with the CDA or its assigns for the parking field south of the proposed brewery building (see **Exhibit F – Shared Parking Area** for the parking area referenced). Developer shall be responsible for the ongoing maintenance of the property.

7. Developer agrees to pay for half of the cost to initially construct a shared 24' wide driveway for ingress and egress to Mitchell Street and centered upon the Property's border with 6771 W. National Avenue. Developer shall grant an easement for its half of the driveway to the property owner at 6771 W. National Avenue and also pay half the cost to maintain those driveway improvements and access to that driveway.

8. Developer shall provide a Corporate Guaranty to the CDA for the \$150,000 Note on the purchase of the Property (See **Exhibit G – Guaranty**).

9. Agree to Compliance with all City of West Allis Plan Commission and Common Council conditions of approval, which are connected to the project.

10. Agree to obtain an Occupancy Permit from the City of West Allis to operate as a brewery on or before April 1, 2022 at the Property.

11. Agree to place all new utilities serving the Property underground to the building underground except those outlined in CDA obligations under Article II.

ARTICLE II CDA OBLIGATIONS

A. The CDA shall convey the Property to the Developer on a date mutually agreeable to the parties (“Closing”); and

B. At Closing, the CDA shall:

1. Convey the Property to Developer via warranty deed; and

2. Obtain DNR approvals for Case Closure and an Exemption to Construct on a Historic Fill site and pay associated fees for the Wisconsin Department of Natural Resources and costs incurred by City’s environmental consultant and in an amount up to \$4,000; and,

3. Pay the real estate commission fee to the Developer’s broker Cushman and Wakefield/Boerke \$30,000 associated with the sale of the property.

4. Provide a Note to the Developer in the amount of \$150,000 as part of the acquisition of the Property (**See Exhibit H – Purchase Note**)

5. Provide funding for the Project in the form of a forgivable loan in an amount equal to \$50,000 for acquisition and equipment costs related to Developer’s purchase of the Property (“Forgivable Loan”). The Forgivable Loan shall be structured and documented separately under a Loan Agreement between the City and the and Developer; and

6. Provide funding for the Project in the form of an Economic Development Loan in an amount equal to \$100,000 for costs related to equipment and working capital (“Economic Development Loan”). The Economic Development Loan shall be structured and documented separately from this Agreement and shall between the City and the Developer; and

C. Upon presentation of invoices or quotes from WE Energies to bury the main line overhead utilities on the Property underground as outlined by the WE Energies estimated attached in **Exhibit I - Utility Estimate**, the CDA shall pay to WE Energies an aggregate amount of up to \$132,000 to cover the costs associated with such work.

**ARTICLE III
TRANSFER AND USE RESTRICTION; RIGHT OF FIRST REFUSAL**

A. Developer may not convey any legal or equitable title of the Property to any entity without the CDA's consent, unless the grantee is wholly owned by all the same individuals as Developer.

B. Developer shall cause the Property to be primarily used as a brewery. Any other use of the Property must be incidental and subordinate to the primary business of a brewery.

C. Developer hereby grants to CDA an option to purchase the Property at a price of \$400,000, as may be increased or decreased by normal closing adjustments, exercisable at the CDA's sole discretion if Developer fails to comply with this Article. This right of first refusal shall be effective from the date of this agreement for a period of six (6) years. The closing of the purchase and payment of purchase price shall be completed within 60 days from the receipt by Developer of CDA's notice of its intent to exercise the option. If no such notice of the exercise of the option is received by Developer for a period of six (6) years after the date of this Agreement, the option shall be null and void and of no further effect.

**ARTICLE IV
PAYMENT IN LIEU OF TAXES**

In the event that any portion of the Property becomes exempt from ad valorem taxes for a period of twenty (20) years after the date of Closing (the "PILOT Term"), then the Developer or any successor owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (based on the full tax rate) would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the Developer or any successor owner fails to make a payment in lieu of taxes when due, the CDA may, in addition to all other remedies available to it, levy a special tax against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special tax are hereby waived by Developer. Notwithstanding the levying of such special tax, the payment obligation under this Article shall also be the personal obligation of the person or entity that is the owner of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all owners of any portion of the Property for the duration of the PILOT Term. The CDA is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor owners of the Property.

**ARTICLE V
NO PARTNERSHIP OR VENTURE**

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the (i) CDA and (ii) Developer, or any contractor or subcontractor employed by Developer.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer, or employee of the CDA, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the CDA (as to the CDA) or to an officer of Developer (as to Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date and time of such delivery; and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the CDA: Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

If to the Developer: John Onopa
c/o West Allis Brewing Property LLC
4465 N 100 St.
Wauwatosa, WI 53225

**ARTICLE VIII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

1. Developer shall fail to pay any amounts when due under this Agreement or any guaranty by Developer and further fails to pay such amounts on or before five days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given; or

3. Developer shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the CDA (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as Developer has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from the CDA or such longer period of time as is reasonably agreed to by the CDA); or

4. CDA shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money, which shall be cured by the CDA on or before five days following written notice of such failure), and such failure shall continue for thirty days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the CDA has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from Developer); or

5. Developer:

(a) Becomes insolvent or generally does not pay, or is unable to pay, or admit in writing its inability to pay, its debts as they mature; or

(b) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(c) Becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(d) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(e) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(f) adopts a plan of complete liquidation of its/his assets; or

(g) shall cease to exist.

B. Upon the occurrence of any Default, without further notice, demand or action of any kind by the nondefaulting party, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law and/or in equity. The CDA's rights shall include, but not be limited to, specific performance, the termination of this Agreement, and/or the calling of any or all principal, interest, and penalties due on the Project Loan or Code Compliance Loan.

C. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

D. In the event of a default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

**ARTICLE IX
MISCELLANEOUS**

A. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with Developer's development, construction, management and operation of the Project.

B. Developer hereby indemnifies, defends, covenants not to sue and holds the CDA harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the CDA by reason of the following: (i) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (ii) any release by Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Property; (iii) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (i) and (ii) above; (iv) any violation by Developer or at the Project of any environmental law, rule, regulation or ordinance; (v) claims arising in connection with the Project under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (vi) the failure by Developer to comply with any term or condition of this Agreement; (vii) injury to or death of any person at the Project or injury to any property caused by or at the Project; and (viii) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project. The foregoing indemnity shall not apply to any claims or damages arising under clauses (i) through (viii) of the previous sentence to the extent such claims or damages are attributable to the negligence or willful misconduct of the CDA.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

C. Time is of the essence of each and every obligation or agreement contained in this Agreement.

D. If Developer is delayed or prevented from timely commencing or completing construction of the Project, by reason of fire, earthquake, war, flood, material shortages, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

E. A memorandum of this Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of any mortgages on the Property, it being understood by the parties that this Agreement will run with the land and will be binding upon the Property and any owner and/or lessee and/or mortgagee of all or any portions of the Property and their successors and assigns.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. This Agreement may not be assigned by the Developer without the CDA's prior written consent, which may be granted or withheld in the CDA's reasonable discretion.

H. Developer shall not be released from any of its obligations hereunder by any sale, foreclosure or other conveyance of all or any portion of the Property, either before or after completion of the Project, without the written consent of the CDA.

I. This Agreement contains the entire agreement between the CDA and Developer with respect to the subject matter of this Agreement and may be amended or modified only by subsequent written agreement duly signed by both parties hereto.

[Signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
CITY OF WEST ALLIS**

By: _____
Patrick Schloss, Executive Director

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of April, 2021, the above-named Patrick Schloss, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing agreement on behalf of the CDA and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires:

Approved as to form this ____ day of April, 2021

Kail Decker

West Allis Brewing Property LLC

By: _____
John P. Onopa, member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of April , 2021, the above-named John P. Onopa, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

West Allis Brewing Property LLC

By: _____
Adam R. Anders, member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of April, 2021, the above-named Adam R. Anders, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin
My Commission expires: _____

West Allis Brewing Property LLC

By: _____
Kyle E. Ciske, member

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of April, 2021, the above-named Kyle E. Ciske, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by
and upon recording return to:

Kail Decker
7525 W. Greenfield Avenue
West Allis, WI 53214

List of Exhibits

- 1. Exhibit A – Property**
- 2. Exhibit B – Site Plan**
- 3. Exhibit C - Letter of Intent**
- 4. Exhibit D – Incremental Soil Removals and Disposal Costs**
- 5. Exhibit E – Easement Agreement**
- 6. Exhibit F - Shared Parking Area**
- 7. Exhibit G – Guaranty**
- 8. Exhibit H - Purchase Note to the Development Agreement**
- 9. Exhibit I - Utility Estimate**

EXHIBIT A
Legal Description of Property



BEING PART OF LOT 1, LOT 2 AND LOT 3, OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 OF THE CITY OF WEST ALLIS, AS RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 2421399, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

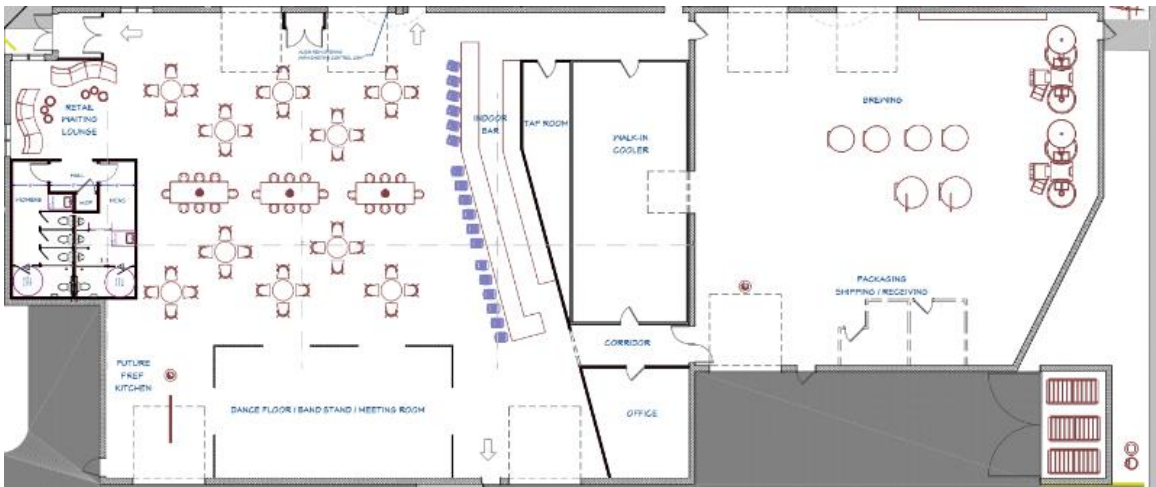
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE S 0°48'19" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 992.12 FEET TO THE NORTH LINE OF W. NATIONAL AVENUE; THENCE CONTINUING S 0°48'19" E ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 84.34 FEET TO THE SOUTH LINE OF W. NATIONAL AVENUE; THENCE N 66°50'24" E ALONG THE SOUTH LINE OF W. NATIONAL AVENUE, 25.90 FEET TO THE NORTHWEST CORNER OF LOT 2 OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 AND THE POINT OF BEGINNING; THENCE CONTINUING N 66°50'24" E ALONG SAID SOUTH LINE OF W. NATIONAL AVENUE, 247.42 FEET TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 2 OF SAID ASSESSOR'S PLAT NO. 269; THENCE S 1°04'39" E ALONG THE EAST LINE OF SAID LOT 3, 164.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT

3; THENCE CONTINUING S 1°04'39" E ALONG THE EAST LINE LOT 1 OF BLOCK 2, 183.11 FEET; THENCE S 88°00'12" W, 229.50 FEET; THENCE N 1°01'59" W, 258.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 69,540 SQUARE FEET OR 1.596 ACRES, MORE OR LESS

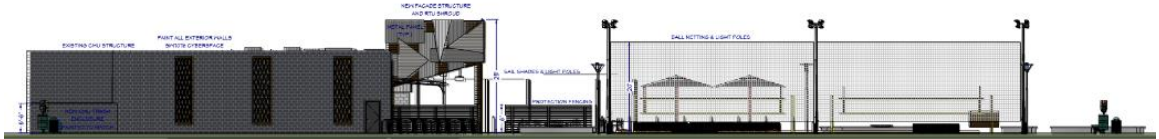
EXHIBIT B

Preliminary Development Plans





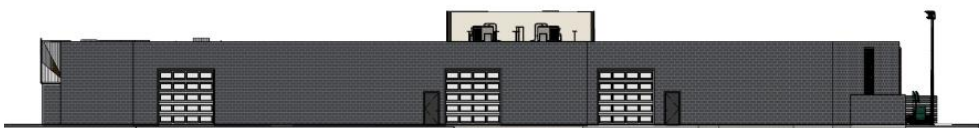
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

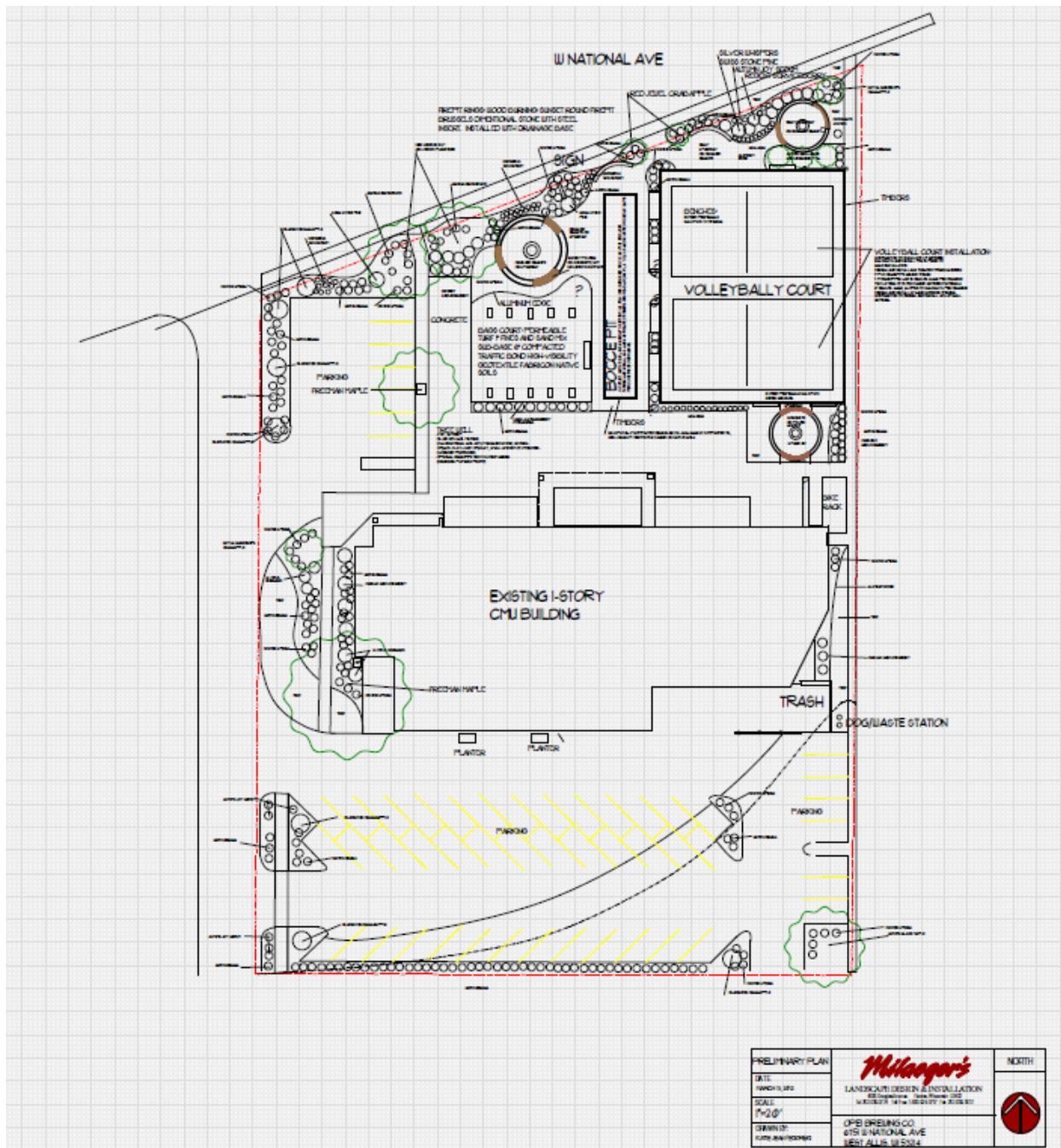


EXHIBIT C

Letter of Intent



Cushman & Wakefield |
The Boerke Company, Inc.
731 N Jackson Street, Suite 700
Milwaukee, WI 53202
Tel +1 414 347 1000
Fax +1 414 347 1808
www.boerke.com

LETTER OF INTENT

October 1st, 2020

Patrick Schloss
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

Pursuant to our initial review of the below referenced property, please consider our intent to purchase the subject property, according to the following terms and conditions:

- Property:** 6749-6751 W. National Avenue (former Perfect Screw Building), 67** W. National Avenue, and a portion of 67 ** W. Mitchell, West Allis, WI (see exhibit A)
Perfect Screw Building & land parcel to the East
- Purchaser:** West Allis Brewing Property LLC
- Purchase Price:** Five Hundred Thousand Dollars (\$500,000.00)
- Contract:** Within 5 days of acceptance of this offer by Seller, Purchaser shall present seller with a contract. Purchaser and seller shall make reasonable efforts to negotiate and execute the contract within 10 days from receipt of contract.
- Seller's Work:** Seller shall square off the parking lot to the south to include additional square footage to Buyers parcel. Parcel lot lines are show in red in exhibit B.
- Review Period:** The Review Period shall commence the date on which Purchaser and Seller execute the Contract (the "Effective Date") and terminate on the ninetieth (90th) day thereafter. Purchaser shall have the right to extend the Review Period for one (1) additional period of thirty (30) days. Purchaser shall exercise the right to extend the review period by giving written notice to Seller prior to the expiration of the then current period.
Seller will furnish all necessary due diligence materials to purchaser upon contract execution. This package will include the following items:
- All environmental studies in Seller's possession
 - Most recent survey in Seller's possession
 - Most recent title insurance policy in Seller's possession with underlying documents
 - Reciprocal easement agreement and/or covenants, conditions and restrictions agreement (if applicable)
 - Copies of all service and maintenance contracts and any other agreements (if applicable)
 - All property and liability insurance certificates (if available to Seller)
 - Certificate of Occupancy (if available to Seller)

If for any reason the Purchaser does not find the property and terms suitable for its intended use, the Purchaser has the right to cancel the contract.

Closing: To take place within thirty (30) days following the expiration of the Review period.

Deposit: A deposit of \$5,000.00 will be delivered to a mutually agreed upon escrow account upon a fully executed contract. This deposit will be held in a non-interest bearing account for purchasers account and become non-refundable upon expiration of the review period, provided however that the purchaser has not terminated the contract. All deposits paid shall be applied to the purchase price.

Commission: The Seller shall pay Cushman & Wakefield | Boerke a commission at closing pursuant to a separate agreement.

Closing Costs: The Purchaser and Seller will allocate closing costs as standard and customary for the county in which the property is located. Purchaser and Seller shall pay their own respective attorney's fees.

Expiration: This Letter of Intent shall be valid until 5:00 p.m. CST on October 16, 2020, at which time it shall become null and void.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/contract and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties.

Purchaser:

Agreed and Accepted: *John Onopa*

Print Name: John Onopa

Date: 10/27/20

Seller:

Agreed and Accepted: *John F. Stibal*

Print Name: John F. Stibal

Date: 10-27-20

Exhibit C - Amendment to Letter of Intent

Review period shall be extended for another sixty (60) days with two options to extend for thirty (30) days with written notice to seller within five (5) days of the end of the extended Review Period.

Purchaser:

Agreed and Accepted: *John Onopa*

Print Name: John Onopa

Date: 12/14/20

Seller:

Agreed and Accepted: *John F. Stibal*

Print Name: John F. Stibal

Date: 12-15-20

Exhibit D – Incremental Soil Removals and Disposal Costs

| REMOVALS / DISPOSALS | | | | | | | |
|---|-----------|-----------|----------|------------|------------------|-------------------|--------------------|
| SURFACE TYPE | THICKNESS | AREA (SF) | YARDAGE | TONNAGE | \$ /TON Disposal | | \$/Ton Trucking |
| | | | | | Daily Cover | Direct Fill | |
| Green Space | 10" | 6,559 | 202 | 334 | \$5,678 | \$10,522 | \$4,454 |
| Parking Islands | 4" | 1,860 | 23 | 38 | \$644 | \$1,194 | \$505 |
| Added W Green Space | 10" | 1,545 | 48 | 79 | \$1,338 | \$2,478 | \$1,049 |
| Permeable Paths / Walkways | 6" | 4,735 | 88 | 145 | \$2,460 | \$4,557 | \$1,929 |
| Added Pavement / on Site | 10" | 7,850 | 242 | 400 | \$6,796 | \$12,593 | \$5,330 |
| Added Pavement / Off Site | 12" | 6,340 | 196 | 323 | OMIT | OMIT | OMIT |
| Artificial Turf | 8" | 2,345 | 58 | 96 | \$1,624 | \$3,009 | \$1,274 |
| Volleyball Court | 24" | 6,586 | 488 | 805 | OMIT | OMIT | OMIT |
| Concrete Patio / Walk | 2" | 4,135 | 26 | 42 | \$716 | \$1,327 | \$562 |
| Concrete Patio / Walk | 10" | 3,300 | 102 | 168 | \$2,857 | \$5,294 | \$2,241 |
| | | 45,255 | 1,472 | 2,428.58 | \$22,113 | \$40,974 | \$32,381 |
| Total Range of Costs for Trucking/Disposal: | | | | | | \$54,494 | \$73,355 |
| REPLACEMENT OF CONTAMINATED SOILS - NOT FIGURED AS EXISTING | | | | | | | |
| SURFACE TYPE | THICKNESS | AREA (SF) | YARDAGE | | \$ /Load | | |
| geotextile (500 sq yd @ \$120) | | 23,630 | 2,625.56 | | \$720 | | |
| Green Space | 6" | 6,559 | 121 | | \$3,207 | | |
| Parking Islands | 0" | 1,860 | - | | \$0 | | |
| Added W Green Space | 6" | 1,545 | 29 | | \$755 | | |
| Permeable Paths / Walkways | 6" | 4,735 | 88 | | \$2,315 | | |
| Added Pavement / on Site | 6" | 7,850 | 145 | | \$3,838 | | |
| Added Pavement / Off Site | 8" | 6,340 | 157 | | OMIT | | |
| Artificial Turf | 6" | 2,345 | 43 | | \$1,146 | | |
| Volleyball Court | 6" | 6,586 | 122 | NEW RAISED | \$15,575 | | |
| Concrete Patio / Walk | 0" | 4,135 | - | | \$0 | | |
| Concrete Patio / Walk | 6" | 3,300 | 61 | | \$1,613 | | |
| | | 45,255 | 766 | 51.08 | \$29,169.40 | \$396/load in | |
| TOTAL | | | | | \$ | 102,524.04 | |

Exhibit E – Easement Agreement

Document No.

EASEMENT AGREEMENT

This space is reserved for recording data

**City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214**

Parcel Identification Number (PIN)

453-0564-003

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the City of West Allis and the Community Development Authority of the City of West Allis (collectively the Grantor) to the West Allis Brewing Property LLC and Ope Brewing Company LLC (collectively the Grantee).

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, located at 6771 W. National Avenue as more particularly described on the attached and incorporated Exhibit A (the Property).

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Attachment 1 (the Easement Area) for the purposes of the following:

1. Ingress and Egress access points at 6771 W. National Avenue at the northeast corner along property line and as presented on the proposed site plan provided as Attachment 2.
2. The Easement permits cross access traffic for vehicles and trucks subject to final site development plan for the 6771 W. National Avenue Property.
3. The Easement permits ingress and egress access to the abutting property at 6749-51 W. National Avenue site plan as provided in Attachment 2
4. The Grantee is permitted a construction and maintenance easement for the construction and improvements for a driveway access/curb cut and maintaining the necessary access (including general maintenance, snow removal, etc.) to 6749-51 W. National Avenue site plan as provided in Attachment 2.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement and Cross Access. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors for access to construct, maintain, repair, and/or replace the curb cuts and driveway approach 6771 W. National Avenue at the northeast corner and permits a cross access easement for ingress and egress to and from 6749-51 W. National Avenue.
2. Repair of Easement Area. Grantee shall replace soil disturbed by access to and/or repair, maintenance, or replacement of the sewer lines and other utilities but shall have no further duty to repair or restore the property. Replacement of pavement or any other restoration, of any nature, shall be the responsibility of Grantee.
3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the sewer lines or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.

4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Signatures on Next Page

**Community Development Authority of the City West
Allis (GRANTOR):**

BY: _____
Patrick Schloss, Executive Director

Dated: _____

**West Allis Brewing Property LLC and Ope Brewing
Property LLC (GRANTEE):**

BY: _____
John P. Onopa, Owner and Member

Dated: _____

BY: Adam R. Anders, Owner and Member

Dated: _____

By: Kyle E. Ciske, Owner and Member

Dated: _____

Exhibit A to Easement Agreement

Easement Area



Attachment 1 to Easement Agreement

Ingress-Egress Easement (Ope brewery)

Strip of land located in the Northeast corner of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 3; thence South 00°48'19" East, 992.12 feet, along the West line of the Northeast 1/4 of Section 3, to the North line of West National Avenue; thence continuing South 00°48'19" East, 84.34 feet, along said West line of the Northeast 1/4 of section 3, to the South line of West National Avenue; thence North 66°50'24" East, 25.90 feet, along the South line of West National Avenue, to the Northwest corner of Lot 2 in Block 2 of the Assessor's Plat No. 269 and Point of Beginning; thence South 01°01'59" East, 258.54 feet; thence South 88°00'12" West, 20.00 feet; thence North 01°01'59" West 38.54 feet; thence South 88°00'12" West, 4.00 feet, to the West line of the Northeast 1/4 of Section 3; thence North 01°01'59" West, 210.29 feet, along the said Section line to the South line of West National Avenue; thence North 66°50'24" East, 25.90 feet to the Point of Beginning.

Said land contains 0.122 Acres, more or less.

Attachment 2 – Easement Agreement Site Plan

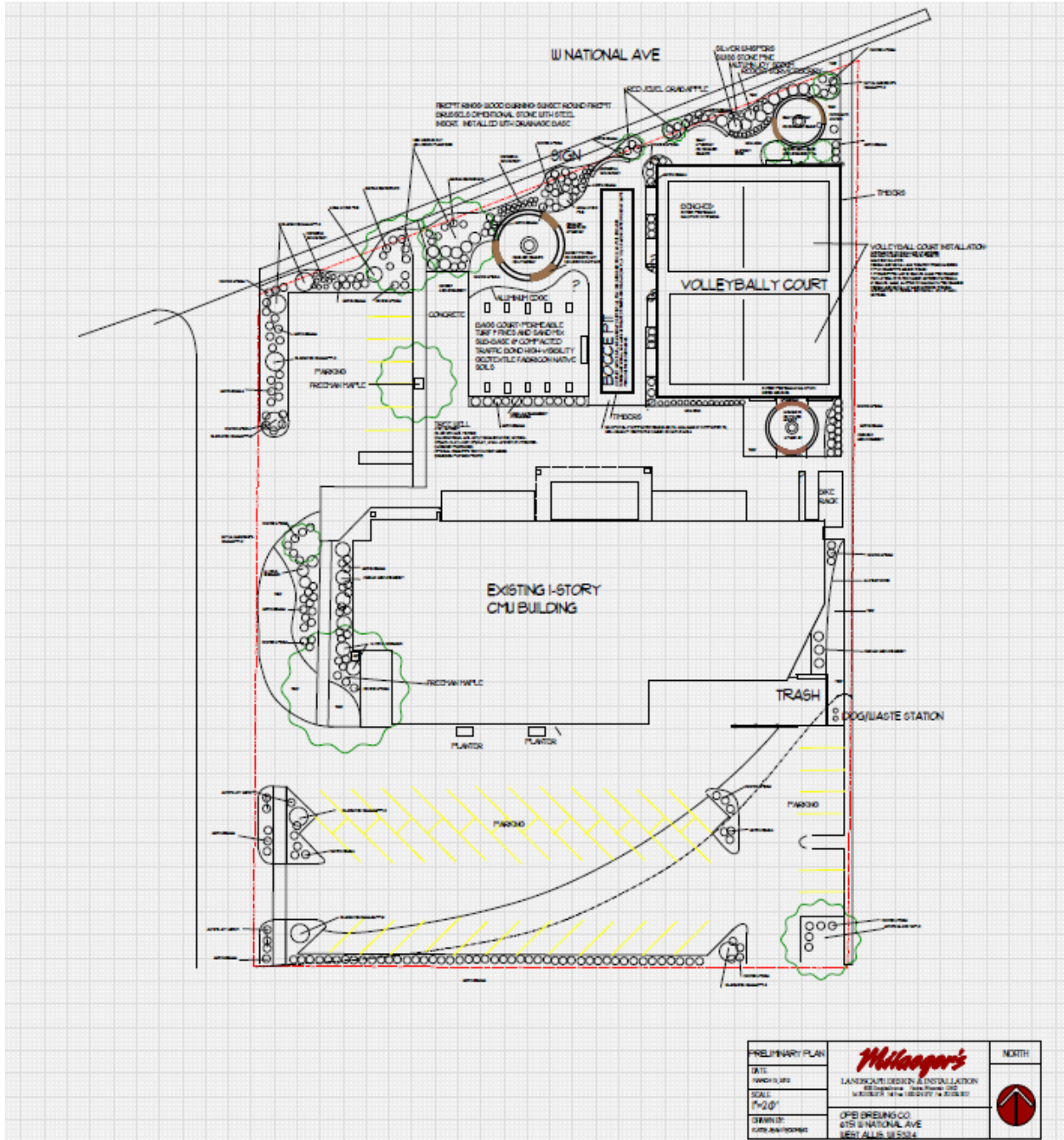
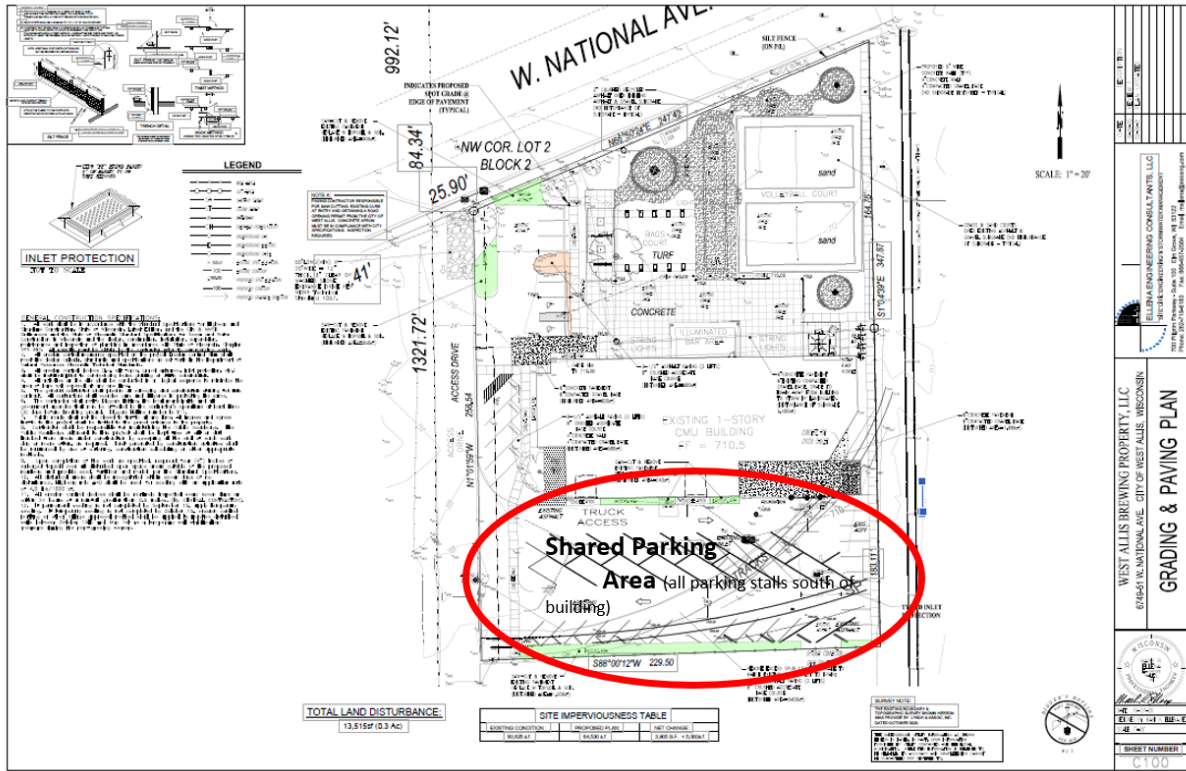


Exhibit F - Shared Parking Area



“Exhibit G” CORPORATE GUARANTY

This Corporate Guaranty by the undersigned legally authorized representative of West Allis Brewing Property LLC (referred to herein as "Guarantor") is for the benefit and security of a loan issued by the City of West Allis ("City").

W I T N E S S E T H:

WHEREAS, West Allis Brewing Property (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Loan"), the proceeds of which will be used towards the purchase of real estate and equipment at 6749-6751 W. National Avenue, 67** W. National Avenue, 67** W. Mitchell Avenue, all within Milwaukee County, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the Loan to the Borrower will be secured with a Corporate Guaranty from West Allis Brewing Property LLC.

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Development Agreement Loan Agreement dated as of April _____, 2021 (the "Development Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Corporate Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Borrower will derive substantial benefits from the conduct of the Borrower's business and operations, has agreed to execute this Corporate Guaranty; and,

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, and after an event of default, one of the remedies or a remedy being the dissolution and liquidation of Borrower,

Guarantor's obligations under this Corporate Guaranty are limited to the net outstanding amount on the Note owed to the City from Borrower after liquidation of Borrower's assets is complete and proceeds from Borrower's liquidation have been applied to the Note resulting in a net balance under the Note due and owing to the City the Guarantor represents and warrants as follows:

A. This Corporate Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. Neither this Corporate Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

B. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against him upon audit of his federal or state tax returns for any period that remains subject to audit.

C. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of his properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the

collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Corporate Guaranty. (The amounts in clauses 2.A. and 2.B. are collectively, the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, successors, and permitted assigns. This Corporate Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Corporate Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other Corporate Guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with

respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing). Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Corporate Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Corporate Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Corporate Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Corporate Guaranty shall be a continuing Corporate Guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or

successor in interest under the Development Agreement (the Guarantor hereby consents to any transfer of the Note and/or Development Agreement without notice). This Corporate Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Corporate Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the Guarantor has executed this Corporate Guaranty, to take effect as of the ____ day of March, 2021.

CITY OF WEST ALLIS (“City”)

By: _____
Patrick Schloss, Executive Director
Economic Development

West Allis Brewing Property LLC (“Borrowers”)

By: _____
John P. Onopa, member and owner

West Allis Brewing Property LLC

By: _____

West Allis Brewing Property LLC

By: _____
Adam R. Anders, member and owner

West Allis Brewing Property LLC

By: _____
Kyle E. Ciske, member

State of Wisconsin)

: ss

Milwaukee County)

Personally came before me this ____ day of April ____, 2021 the above-named

_____ to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

Notary Public, State of Wisconsin

Print Name: _____

My Commission:

Acceptance:

This Corporate Guaranty is hereby accepted this ____ day of April 2021, by the City of West Allis.

Community Development Authority of the City of West Allis ("City")

By: _____

Patrick Schloss, Executive Director
Economic Development

Attest: _____

Jason Kaczmarek
Director of Finance/Comptroller

Examined and approved as to form and execution this ____ day of April, 2021

Kail Decker, City Attorney

Exhibit H to Purchase Note to the Development Agreement

\$150,000.00

West Allis, Wisconsin

April ____, 2021

NOTE

FOR VALUE RECEIVED, The undersigned, West Allis Brewing Property LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", promises to pay to the order of the Community Development Authority of the City of West Allis, a Wisconsin body politic, hereinafter referred to as "CDA", the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), together with interest at the rate of three and one quarter percent (3.25%) per annum. The first six months following Closing will be interest only payments and full principal payments will commence on the seventh month following Closing. The principal of the loan and all unpaid accrued interest shall be due and payable on April 1, 2031.

The Developer agrees to pay all costs of collection, including reasonable attorney's fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. The Developer, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Clerk/Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the holder of this Note, because of the failure of the Developer to make prompt payment, the holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and

demand being hereby expressly waived. The holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0%) per annum until paid.

This Note is secured on behalf of the Developer by a Corporate Guaranty from West Allis Brewery Property, LLC, a Wisconsin limited liability company.

This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Any legal action commenced by either party regarding the terms of this Note shall be brought and maintained in the Circuit Court for Milwaukee County, State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Developer or any guarantor or enforcer, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

West Allis Brewing Property, LLC

By: _____

John P. Onopa, Owner and Member

By: _____

Adam R. Anders, Owner and Member

By: _____

Kyle E. Ciske, Owner and Member

**CITY OF WEST ALLIS
RESOLUTION R-2021-0238**

**RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BY AND
BETWEEN WEST ALLIS BREWING PROPERTY LLC AND THE COMMUNITY
DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS FOR SALE OF
LAND AND THE ESTABLISHMENT OF A BREWERY AT 6749-51 W. NATIONAL
AVENUE, 67** W. NATIONAL AVENUE, AND A PORTION OF 67** W. MITCHELL
ST.**

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) through Resolution No. 1373 dated December 8, 2020 authorized the acquisition of the properties located at 6749-51 W. National Avenue (former Perfect Screw property), 67** W. National Avenue (former portion of National Salvage), and a portion of 67** W. Mitchell St. the “Property”; 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 Authority through Resolution No. 1380 dated April 13, 2021 approved a Development Agreement between West Allis Brewing Property LLC and the Authority; and,

WHEREAS, West Allis Brewing Property LLC (the “Developer”) has a Letter of Intent to purchase and create a brewery at 6749-51 W. National Avenue, 67** W. National Avenue, and a portion of 67** W. Mitchell St. The Developer seeks to make the Property an approximate 12,750 SF destination brewery; and,

WHEREAS, the Developer intends to purchase the property from the Authority for Five Hundred Thousand Dollars (\$500,000) and to invest nearly \$2.75 million to renovate the existing building into a near 12,750 SF brewery; and,

WHEREAS, the City desires to encourage economic development, eliminate blight, expand the City’s tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with applicable state and local law.

WHEREAS, the development of the Project would not occur without the benefits to be provided to Developer as set forth in this Agreement.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby recommends as follows:

:

1. A Development Agreement between the Community Development Authority of the City of West Allis and West Allis Brewing Property LLC or “Entity to be Named”, for development of the properties located at 6749-51 W. National Avenue, 67** W. National Avenue, and a portion of 67** W. Mitchell St.:

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the Development Agreement, 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.:

:

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid Development Agreement. :

cc: Economic Development

DEV-R-1053-4-20-21:

SECTION 1: **ADOPTION** “R-2021-0238” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2021-0238(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL APRIL 20, 2021.

| | AYE | NAY | ABSENT | ABSTAIN |
|-----------------------|--------------|---------------|---------------|----------------|
| Ald. Angelito Tenorio | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Vince Vitale | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Tracy Stefanski | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Marty Weigel | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Suzzette Grisham | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Danna Kuehn | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Thomas Lajsic | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Dan Roadt | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Rosalie Reinke | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |
| Ald. Kevin Haass | <u> X </u> | <u> </u> | <u> </u> | <u> </u> |

Attest

Presiding Officer

Rebecca Grill

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine

Dan Devine, Mayor City Of West Allis



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of April ____, 2021 by and between the West Allis Brewing Property LLC, a Wisconsin limited liability company ("Developer"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a Wisconsin body politic ("CDA").

RECITALS

CDA and Developer acknowledge the following:

- A. Developer intends to acquire the following parcels of real property from the CDA:
 1. 6749-6751 W. National Avenue, approximately 0.9849 acres of land with improvements
 2. 67** W. National Avenue, approximately 0.4707 acres of land
 3. 67** W. Mitchell Avenue, approximately 0.1404 acres of land

- B. The sale of land is approximately 1.596 total acres of real property in the City of West Allis, Wisconsin ("City"), as depicted and described on **Exhibit A – The Property** attached hereto (the "Property").

- C. Subject to obtaining the benefits set forth herein, Developer plans on developing the Property into a brewery-entertainment venue with tasting room and outdoor beer garden. A preliminary site plan showing projected future development of the Property is attached hereto as **Exhibit B – Site Plan and Elevation**.

- D. The CDA desires to encourage economic development, eliminate blight, expand the City's tax base and create new jobs within the City. The CDA finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

- E. The development of the Property would not occur without the benefits to be provided to Developer as set forth in this Agreement.

- F. To satisfy the requirement for the disposition of public controlled lands, the CDA conducted a public hearing on the sale of public land on November 10, 2020.

- G. This Agreement, upon signature and acceptance by both parties, shall be the prevailing Agreement, superseding the terms and conditions outlined in the executed the Letter of Intent signed on October 27, 2020 and amended on December 14, 2020 and attached hereto for reference as **Exhibit C – Letter of Intent**.

- H. The CDA, pursuant to action dated April ____, 2021, has approved this Agreement and authorized its execution by the proper CDA officials on the CDA's behalf.

- I. The Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

**ARTICLE I
DEVELOPER OBLIGATIONS**

A. The Developer shall acquire the Property from the CDA on a date mutually agreeable to the parties ("Closing") in the condition of "as is, where is"; and

B. At Closing, Developer shall:

1. Purchase of the property shall be for Five Hundred Thousand Dollars (\$500,000.00) consisting of the following:

(1) \$247,476 in private funds provided at Closing

(2) \$102,524 credit from the City to assist with soil conditions as outlined in **Exhibit D – Incremental Soil Removals and Disposal Costs**,

(3) \$150,000 in the form of a loan Note on behalf of the CDA executed at time of Closing by the Developer. **See Exhibit H – Purchase Note** The loan will have a separate term and conditions letter and Agreement from the City of West Allis; and

(4) The purchase is subject to the following prorations, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners' association assessments, and fuel. Real estate taxes shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted); and

2. Accept delivery of a warranty deed to convey the Property to the Developer; and

3. Execute a forgivable loan in an amount equal to \$50,000 for the purchase of equipment related to establishment of a brewery ("Forgivable Loan"); and

4. Execute an Economic Development Loan Agreement in an amount equal to \$100,000 for costs related to equipment and working capital ("Economic Development Loan"). The loan will have a separate term and conditions letter and Agreement from the City of West Allis; and

5. Developer shall execute an Easement Agreement, attached hereto as **Exhibit E – Easement Agreement** with the CDA and the adjacent property at 6771 W. National Ave. and between the Property and the remainder of the CDA owned property at 67** W. Mitchell St. (Tax Key No. 453-0564-002)

6. Developer shall execute shared parking with the CDA or its assigns for the parking field south of the proposed brewery building (see **Exhibit F – Shared Parking Area** for the parking area referenced). Developer shall be responsible for the ongoing maintenance of the property.

7. Developer agrees to pay for half of the cost to initially construct a shared 24' wide driveway for ingress and egress to Mitchell Street and centered upon the Property's border with 6771 W. National Avenue. Developer shall grant an easement for its half of the driveway to the property owner at 6771 W. National Avenue and also pay half the cost to maintain those driveway improvements and access to that driveway.

8. Developer shall provide a Corporate Guaranty to the CDA for the \$150,000 Note on the purchase of the Property (See **Exhibit G – Guaranty**).

9. Agree to Compliance with all City of West Allis Plan Commission and Common Council conditions of approval, which are connected to the project.

10. Agree to obtain an Occupancy Permit from the City of West Allis to operate as a brewery on or before April 1, 2022 at the Property.

11. Agree to place all new utilities serving the Property underground to the building underground except those outlined in CDA obligations under Article II.

ARTICLE II CDA OBLIGATIONS

A. The CDA shall convey the Property to the Developer on a date mutually agreeable to the parties ("Closing"); and

B. At Closing, the CDA shall:

1. Convey the Property to Developer via warranty deed; and

2. Obtain DNR approvals for Case Closure and an Exemption to Construct on a Historic Fill site and pay associated fees for the Wisconsin Department of Natural Resources and costs incurred by City's environmental consultant and in an amount up to \$4,000; and,

3. Pay the real estate commission fee to the Developer's broker Cushman and Wakefield/Boerke \$30,000 associated with the sale of the property.

4. Provided a Note to the Developer in the amount of \$150,000 as part of the acquisition of the Property (**See Exhibit H – Purchase Note**)

5. Provide funding for the Project in the form of a forgivable loan in an amount equal to \$50,000 for acquisition and equipment costs related to Developer's purchase of the Property ("Forgivable Loan"). The Forgivable Loan shall be structured and documented separately under a Loan Agreement between the City and the and Developer; and

6. Provide funding for the Project in the form of an Economic Development Loan in an amount equal to \$100,000 for costs related to equipment and working capital ("Economic Development Loan"). The Economic Development Loan shall be structured and documented separately from this Agreement and shall between the City and the Developer; and

C. Upon presentation of invoices or quotes from WE Energies to bury the main line overhead utilities on the Property underground as outlined by the WE Energies estimated attached in **Exhibit I - Utility Estimate**, the CDA shall pay to WE Energies an aggregate amount of up to \$132,000 to cover the costs associated with such work.

**ARTICLE III
TRANSFER AND USE RESTRICTION; RIGHT OF FIRST REFUSAL**

A. Developer may not convey any legal or equitable title of the Property to any entity without the CDA's consent, unless the grantee is wholly owned by all the same individuals as Developer.

B. Developer shall cause the Property to be primarily used as a brewery. Any other use of the Property must be incidental and subordinate to the primary business of a brewery.

C. Developer hereby grants to CDA an option to purchase the Property at a price of \$400,000, as may be increased or decreased by normal closing adjustments, exercisable at the CDA's sole discretion if Developer fails to comply with this Article. This right of first refusal shall be effective from the date of this agreement for a period of six (6) years. The closing of the purchase and payment of purchase price shall be completed within 60 days from the receipt by Developer of CDA's notice of its intent to exercise the option. If no such notice of the exercise of the option is received by Developer for a period of six (6) years after the date of this Agreement, the option shall be null and void and of no further effect.

**ARTICLE IV
PAYMENT IN LIEU OF TAXES**

In the event that any portion of the Property becomes exempt from ad valorem taxes for a period of twenty (20) years after the date of Closing (the "PILOT Term"), then the Developer or any successor owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (based on the full tax rate) would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the Developer or any successor owner fails to make a payment in lieu of taxes when due, the CDA may, in addition to all other remedies available to it, levy a special tax against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special tax are hereby waived by Developer. Notwithstanding the levying of such special tax, the payment obligation under this Article shall also be the personal obligation of the person or entity that is the owner of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all owners of any portion of the Property for the duration of the PILOT Term. The CDA is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor owners of the Property.

**ARTICLE V
NO PARTNERSHIP OR VENTURE**

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the (i) CDA and (ii) Developer, or any contractor or subcontractor employed by Developer.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer, or employee of the CDA, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the CDA (as to the CDA) or to an officer of Developer (as to Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date and time of such delivery; and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the CDA: Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

If to the Developer: John Onopa
c/o West Allis Brewing Property LLC
4465 N 100 St.
Wauwatosa, WI 53225

**ARTICLE VIII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

1. Developer shall fail to pay any amounts when due under this Agreement or any guaranty by Developer and further fails to pay such amounts on or before five days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given; or

3. Developer shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the CDA (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as Developer has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from the CDA or such longer period of time as is reasonably agreed to by the CDA); or

4. CDA shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money, which shall be cured by the CDA on or before five days following written notice of such failure), and such failure shall continue for thirty days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the CDA has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from Developer); or

5. Developer:

(a) Becomes insolvent or generally does not pay, or is unable to pay, or admit in writing its inability to pay, its debts as they mature; or

(b) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(c) Becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(d) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismitted for a period of ninety days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(e) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(f) adopts a plan of complete liquidation of its/his assets; or

(g) shall cease to exist.

B. Upon the occurrence of any Default, without further notice, demand or action of any kind by the nondefaulting party, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law and/or in equity. The CDA's rights shall include, but not be limited to, specific performance, the termination of this Agreement, and/or the calling of any or all principal, interest, and penalties due on the Project Loan or ~~Code Compliance Loan~~.

C. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

D. In the event of a default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

**ARTICLE IX
MISCELLANEOUS**

A. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with Developer's development, construction, management and operation of the Project.

B. Developer hereby indemnifies, defends, covenants not to sue and holds the CDA harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the CDA by reason of the following: (i) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (ii) any release by Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Property; (iii) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (i) and (ii) above; (iv) any violation by Developer or at the Project of any environmental law, rule, regulation or ordinance; (v) claims arising in connection with the Project under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (vi) the failure by Developer to comply with any term or condition of this Agreement; (vii) injury to or death of any person at the Project or injury to any property caused by or at the Project; and (viii) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project. The foregoing indemnity shall not apply to any claims or damages arising under clauses (i) through (viii) of the previous sentence to the extent such claims or damages are attributable to the negligence or willful misconduct of the CDA.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

C. Time is of the essence of each and every obligation or agreement contained in this Agreement.

D. If Developer is delayed or prevented from timely commencing or completing construction of the Project, by reason of fire, earthquake, war, flood, material shortages, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

E. A memorandum of this Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of any mortgages on the Property, it being understood by the parties that this Agreement will run with the land and will be binding upon the Property and any owner and/or lessee and/or mortgagee of all or any portions of the Property and their successors and assigns.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. This Agreement may not be assigned by the Developer without the CDA's prior written consent, which may be granted or withheld in the CDA's reasonable discretion.

H. Developer shall not be released from any of its obligations hereunder by any sale, foreclosure or other conveyance of all or any portion of the Property, either before or after completion of the Project, without the written consent of the CDA.

I. This Agreement contains the entire agreement between the CDA and Developer with respect to the subject matter of this Agreement and may be amended or modified only by subsequent written agreement duly signed by both parties hereto.

[Signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

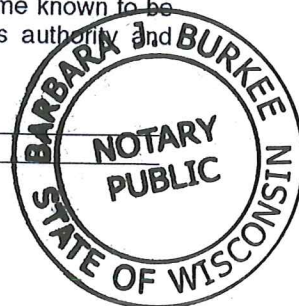
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: [Signature]
Patrick Schloss, Executive Director

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this 11th day of June, 2021, the above-named Patrick Schloss, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing agreement on behalf of the CDA and by its authority and acknowledged the same.

Barbara J. Burkee
Name: Barbara J. Burkee
Notary Public, State of Wisconsin
My Commission expires: 10-18-23



Approved as to form this 1st day of July, 2021

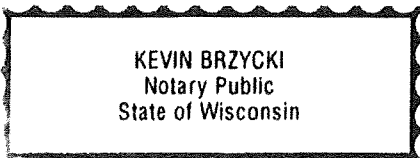
[Signature]
Karl Decker

West Allis Brewing Property LLC

By: [Signature]
John P. Onopa, member

STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally appeared before me this 9th day of ~~April~~ JUNE, 2021, the above-named Adam R. Anders, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.



[Signature]
Name: Kevin Brzycki
Notary Public, State of Wisconsin
My Commission expires: January 12, 2025

West Allis Brewing Property LLC

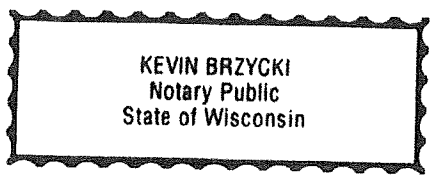
By: [Signature]
Kyle E. Ciske, member

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally appeared before me this 9th day of ~~April~~ JUNE, 2021, the above-named Kyle E. Ciske, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.



Name: Kevin Brzycki
Notary Public, State of Wisconsin
My Commission expires: JANUARY 12, 2025



This instrument was drafted by
and upon recording return to:

Kail Decker
7525 W. Greenfield Avenue
West Allis, WI 53214

List of Exhibits

1. Exhibit A – Property
2. Exhibit B – Site Plan
3. Exhibit C - Letter of Intent
4. Exhibit D – Incremental Soil Removals and Disposal Costs
5. Exhibit E – Easement Agreement
6. Exhibit F - Shared Parking Area
7. Exhibit G – Guaranty
8. Exhibit H - Purchase Note to the Development Agreement
9. Exhibit I - Utility Estimate

EXHIBIT A
Legal Description of Property



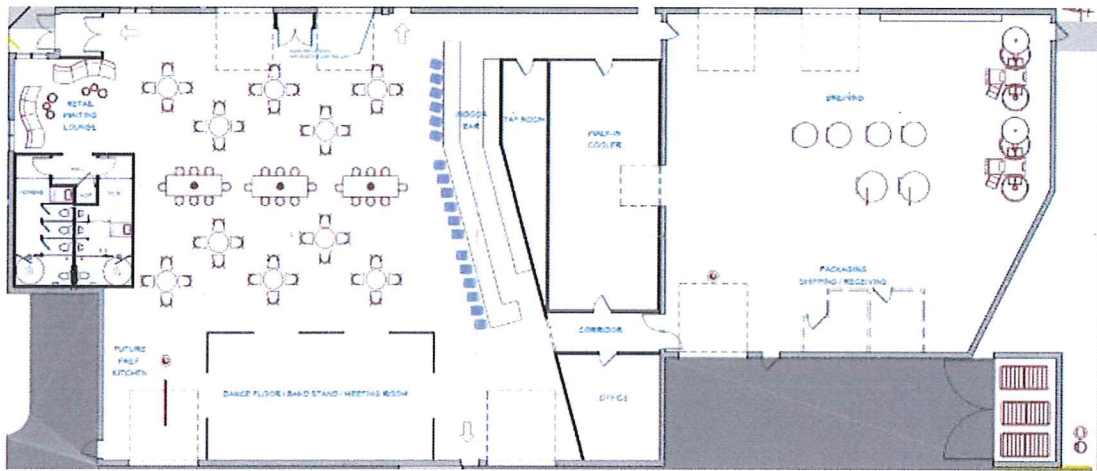
BEING PART OF LOT 1, LOT 2 AND LOT 3, OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 OF THE CITY OF WEST ALLIS, AS RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 2421399, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

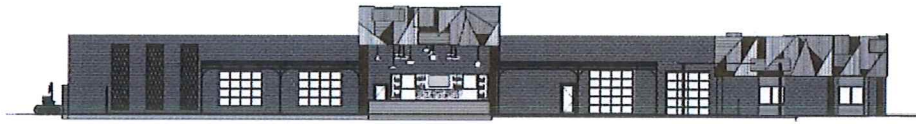
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE S 0°48'19" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 992.12 FEET TO THE NORTH LINE OF W. NATIONAL AVENUE; THENCE CONTINUING S 0°48'19" E ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 84.34 FEET TO THE SOUTH LINE OF W. NATIONAL AVENUE; THENCE N 66°50'24" E ALONG THE SOUTH LINE OF W. NATIONAL AVENUE, 25.90 FEET TO THE NORTHWEST CORNER OF LOT 2 OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 AND THE POINT OF BEGINNING; THENCE CONTINUING N 66°50'24" E ALONG SAID SOUTH LINE OF W. NATIONAL AVENUE, 247.42 FEET TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 2 OF SAID ASSESSOR'S PLAT NO. 269; THENCE S 1°04'39" E ALONG THE EAST LINE OF SAID LOT 3, 164.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT

3; THENCE CONTINUING S 1°04'39" E ALONG THE EAST LINE LOT 1 OF BLOCK 2, 183.11 FEET; THENCE S 88°00'12" W, 229.50 FEET; THENCE N 1°01'59" W, 258.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

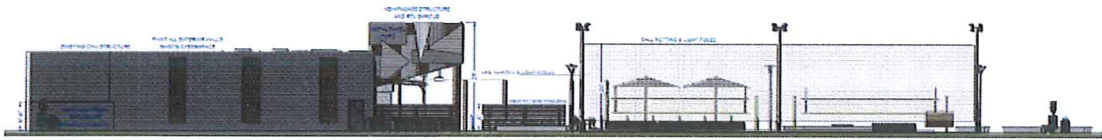
SAID PARCEL CONTAINS 69,540 SQUARE FEET OR 1.596 ACRES, MORE OR LESS

EXHIBIT B Preliminary Development Plans





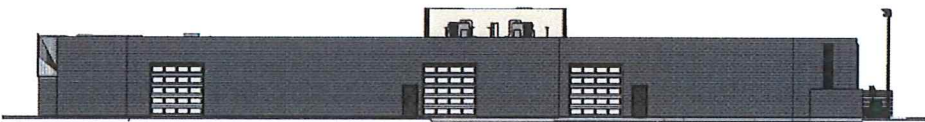
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



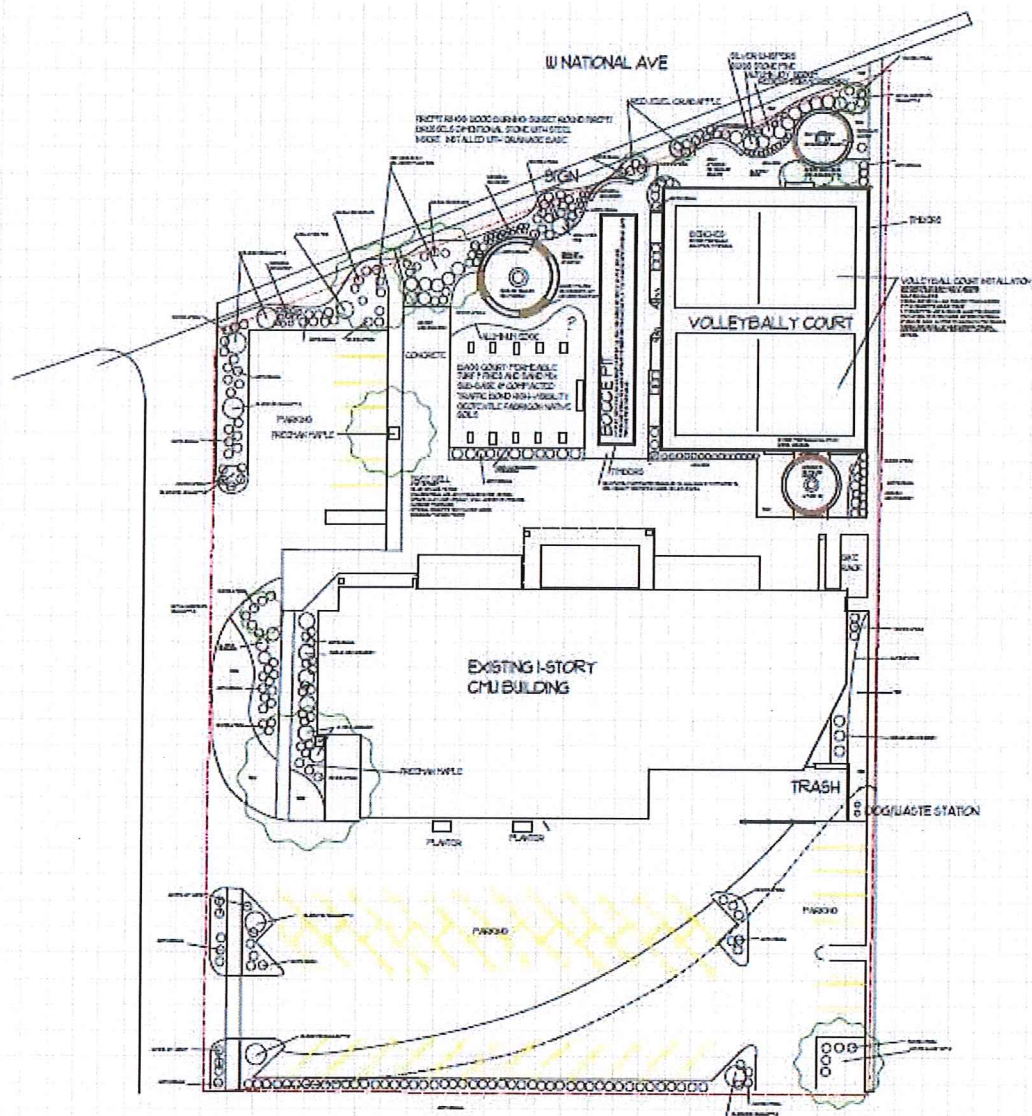
EAST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



| | | |
|------------------|---------------------------------|-------|
| PRELIMINARY PLAN | Milberger's | NORTH |
| DATE | LANDSCAPE DESIGN & INSTALLATION | |
| PROJECT NO. | RESIDENTIAL - 1000 N. 1000 E. | |
| SCALE | 1/4" = 1'-0" | |
| DRAWN BY | CP&S SKELING CO. | |
| CHECKED BY | 675 N. NATIONAL AVE. | |
| | WEST ALABAMA STATE | |

EXHIBIT C Letter of Intent



Cushman & Wakefield |
The Boerke Company, Inc.
731 N Jackson Street, Suite 700
Milwaukee, WI 53202
Tel: +1 414 347 1000
Fax: +1 414 347 1000
www.boerke.com

LETTER OF INTENT

October 1st, 2020

Patrick Schloss
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

Pursuant to our initial review of the below referenced property, please consider our intent to purchase the subject property, according to the following terms and conditions:

- Property:** 6749-6751 W. National Avenue (former Perfect Screw Building), 67th W. National Avenue, and a portion of 67th W. Mitchell, West Allis, WI (see exhibit A)
Perfect Screw Building & land parcel to the East
- Purchaser:** West Allis Brewing Property LLC
- Purchase Price:** Five Hundred Thousand Dollars (\$500,000.00)
- Contract:** Within 5 days of acceptance of this offer by Seller, Purchaser shall present seller with a contract. Purchaser and seller shall make reasonable efforts to negotiate and execute the contract within 10 days from receipt of contract.
- Seller's Work:** Seller shall square off the parking lot to the south to include additional square footage to Buyers parcel. Parcel lot lines are show in red in exhibit B.
- Review Period:** The Review Period shall commence the date on which Purchaser and Seller execute the Contract (the "Effective Date") and terminate on the ninetieth (90th) day thereafter. Purchaser shall have the right to extend the Review Period for one (1) additional period of thirty (30) days. Purchaser shall exercise the right to extend the review period by giving written notice to Seller prior to the expiration of the then current period.
Seller will furnish all necessary due diligence materials to purchaser upon contract execution. This package will include the following items:
- All environmental studies in Seller's possession
 - Most recent survey in Seller's possession
 - Most recent title insurance policy in Seller's possession with underlying documents
 - Reciprocal easement agreement and/or covenants, conditions and restrictions agreement (if applicable)
 - Copies of all service and maintenance contracts and any other agreements (if applicable)
 - All property and liability insurance certificates (if available to Seller)
 - Certificate of Occupancy (if available to Seller)

If for any reason the Purchaser does not find the property and terms suitable for its intended use, the Purchaser has the right to cancel the contract.

Closing: To take place within thirty (30) days following the expiration of the Review period.

Deposit: A deposit of \$5,000.00 will be delivered to a mutually agreed upon escrow account upon a fully executed contract. This deposit will be held in a non-interest bearing account for purchasers account and become non-refundable upon expiration of the review period, provided however that the purchaser has not terminated the contract. All deposits paid shall be applied to the purchase price.

Commission: The Seller shall pay Cushman & Wakefield | Boerke a commission at closing pursuant to a separate agreement.

Closing Costs: The Purchaser and Seller will allocate closing costs as standard and customary for the county in which the property is located. Purchaser and Seller shall pay their own respective attorney's fees.

Expiration: This Letter of Intent shall be valid until 5:00 p.m. CST on October 16, 2020, at which time it shall become null and void.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/contract and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties.

Purchaser:

Agreed and Accepted:

John Onopa

Print Name: John Onopa

Date: 10/27/20

Seller:

Agreed and Accepted:

John F. Stibal

Print Name: John F. Stibal

Date: 10-27-20

Exhibit C - Amendment to Letter of Intent

Review period shall be extended for another sixty (60) days with two options to extend for thirty (30) days with written notice to seller within five (5) days of the end of the extended Review Period.

Purchaser:

Agreed and Accepted: John Onopa

Print Name: John Onopa

Date: 12/14/20

Seller:

Agreed and Accepted: John F. Stibal

Print Name: John F. Stibal

Date: 12-15-20

Exhibit D – Incremental Soil Removals and Disposal Costs

| REMOVALS / DISPOSALS | | | | | | | |
|---|-----------|-----------|----------|------------|-----------------|-------------------|--------------------|
| SURFACE TYPE | THICKNESS | AREA (SF) | YARDAGE | TONNAGE | \$/TON Disposal | | \$/Ton Trucking |
| | | | | | Daily Cover | Direct Fill | |
| Green Space | 10" | 6,559 | 202 | 334 | \$5,678 | \$10,522 | \$4,454 |
| Parking Islands | 4" | 1,860 | 23 | 38 | \$644 | \$1,194 | \$505 |
| Added W Green Space | 10" | 1,545 | 48 | 79 | \$1,338 | \$2,478 | \$1,049 |
| Permeable Paths / Walkways | 6" | 4,735 | 88 | 145 | \$2,460 | \$4,557 | \$1,929 |
| Added Pavement / on Site | 10" | 7,850 | 242 | 400 | \$6,796 | \$12,593 | \$5,330 |
| Added Pavement / Off Site | 12" | 6,340 | 196 | 323 | OMIT | OMIT | OMIT |
| Artificial Turf | 8" | 2,345 | 58 | 96 | \$1,624 | \$3,009 | \$1,274 |
| Volleyball Court | 24" | 6,586 | 488 | 805 | OMIT | OMIT | OMIT |
| Concrete Patio / Walk | 2" | 4,135 | 26 | 42 | \$716 | \$1,327 | \$562 |
| Concrete Patio / Walk | 10" | 3,300 | 102 | 168 | \$2,857 | \$5,294 | \$2,241 |
| | | 45,255 | 1,472 | 2,428.58 | \$22,113 | \$40,974 | \$32,381 |
| Total Range of Costs for Trucking/Disposal: | | | | | | \$54,494 | \$73,355 |
| REPLACEMENT OF CONTAMINATED SOILS - NOT FIGURED AS EXISTING | | | | | | | |
| SURFACE TYPE | THICKNESS | AREA (SF) | YARDAGE | | \$/Load | | |
| geotextile (500 sq yd @ \$120) | | 23,630 | 2,625.56 | | | \$720 | |
| Green Space | 6" | 6,559 | 121 | | | \$3,207 | |
| Parking Islands | 0" | 1,860 | - | | | \$0 | |
| Added W Green Space | 6" | 1,545 | 29 | | | \$755 | |
| Permeable Paths / Walkways | 6" | 4,735 | 88 | | | \$2,315 | |
| Added Pavement / on Site | 6" | 7,850 | 145 | | | \$3,838 | |
| Added Pavement / Off Site | 8" | 6,340 | 157 | | | OMIT | |
| Artificial Turf | 6" | 2,345 | 43 | | | \$1,146 | |
| Volleyball Court | 6" | 6,586 | 122 | NEW RAISED | | \$15,575 | |
| Concrete Patio / Walk | 0" | 4,135 | - | | | \$0 | |
| Concrete Patio / Walk | 6" | 3,300 | 61 | | | \$1,613 | |
| | | 45,255 | 766 | 51.08 | | \$29,169.40 | \$396/load in |
| TOTAL | | | | | \$ | 102,524.04 | |

Exhibit E – Easement Agreement

Document No.

EASEMENT AGREEMENT

This space is reserved for recording data

**City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214**

Parcel Identification Number (PIN)

453-0564-003

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the City of West Allis and the Community Development Authority of the City of West Allis (collectively the Grantor) to the West Allis Brewing Property LLC and Ope Brewing Company LLC (collectively the Grantee).

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, located at 6771 W. National Avenue as more particularly described on the attached and incorporated Exhibit A (the Property).

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Attachment 1 (the Easement Area) for the purposes of the following:

1. Ingress and Egress access points at 6771 W. National Avenue at the northeast corner along property line and as presented on the proposed site plan provided as Attachment 2.

2. The Easement permits cross access traffic for vehicles and trucks subject to final site development plan for the 6771 W. National Avenue Property.

3. The Easement permits ingress and egress access to the abutting property at 6749-51 W. National Avenue site plan as provided in Attachment 2

4. The Grantee is permitted a construction and maintenance easement for the construction and improvements for a driveway access/curb cut and maintaining the necessary access (including general maintenance, snow removal, etc.) to 6749-51 W. National Avenue site plan as provided in Attachment 2.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement and Cross Access. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors for access to construct, maintain, repair, and/or replace the curb cuts and driveway approach 6771 W. National Avenue at the northeast corner and permits a cross access easement for ingress and egress to and from 6749-51 W. National Avenue.

2. Repair of Easement Area. Grantee shall replace soil disturbed by access to and/or repair, maintenance, or replacement of the sewer lines and other utilities but shall have no further duty to repair or restore the property. Replacement of pavement or any other restoration, of any nature, shall be the responsibility of Grantee.

3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the sewer lines or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.

4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

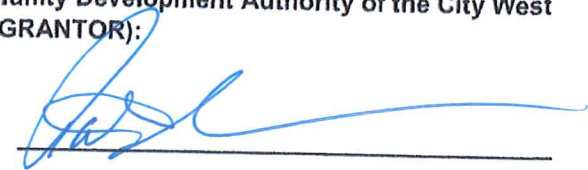
8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

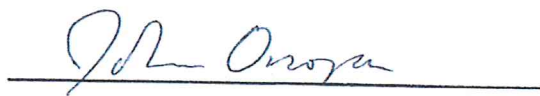
Signatures on Next Page

Community Development Authority of the City West Allis (GRANTOR):


BY: 
Patrick Schloss, Executive Director

Dated: 6-11-21

West Allis Brewing Property LLC and Ope Brewing Property LLC (GRANTEE):

BY: 
John P. Onopa, Owner and Member

Dated: 6/9/21

BY: 
Adam R. Anders, Owner and Member

Dated: 6/9/2021

By: 
Kyle E. Ciske, Owner and Member

Dated: 6/9/2021

Exhibit A to Easement Agreement

Easement Area



Attachment 1 to Easement Agreement

Ingress-Egress Easement (Ope brewery)

Strip of land located in the Northeast corner of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 3; thence South $00^{\circ}48'19''$ East, 992.12 feet, along the West line of the Northeast 1/4 of Section 3, to the North line of West National Avenue; thence continuing South $00^{\circ}48'19''$ East, 84.34 feet, along said West line of the Northeast 1/4 of section 3, to the South line of West National Avenue; thence North $66^{\circ}50'24''$ East, 25.90 feet, along the South line of West National Avenue, to the Northwest corner of Lot 2 in Block 2 of the Assessor's Plat No. 269 and Point of Beginning; thence South $01^{\circ}01'59''$ East, 258.54 feet; thence South $88^{\circ}00'12''$ West, 20.00 feet; thence North $01^{\circ}01'59''$ West 38.54 feet; thence South $88^{\circ}00'12''$ West, 4.00 feet, to the West line of the Northeast 1/4 of Section 3; thence North $01^{\circ}01'59''$ West, 210.29 feet, along the said Section line to the South line of West National Avenue; thence North $66^{\circ}50'24''$ East, 25.90 feet to the Point of Beginning.

Said land contains 0.122 Acres, more or less.

Attachment 2 – Easement Agreement Site Plan

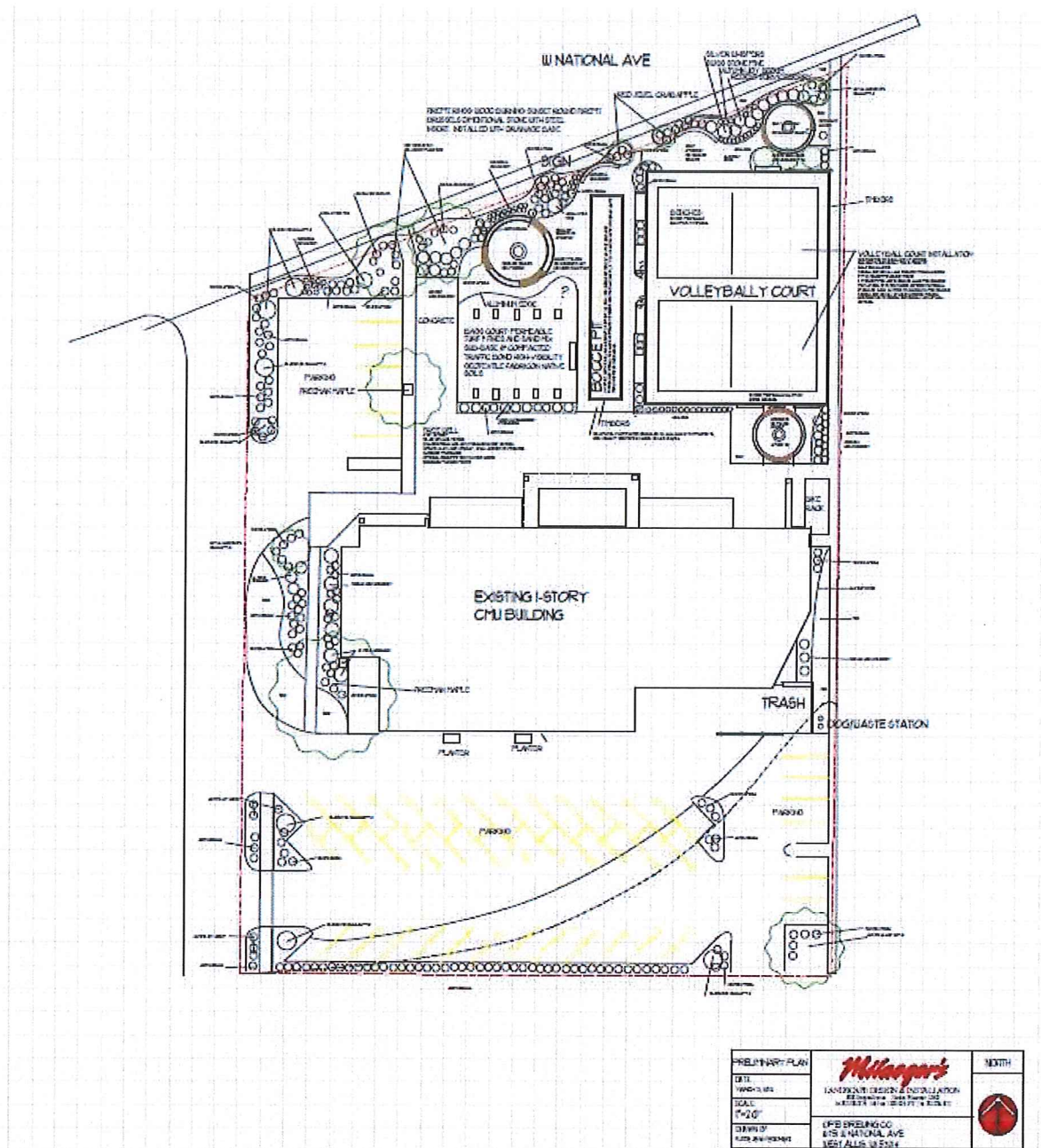
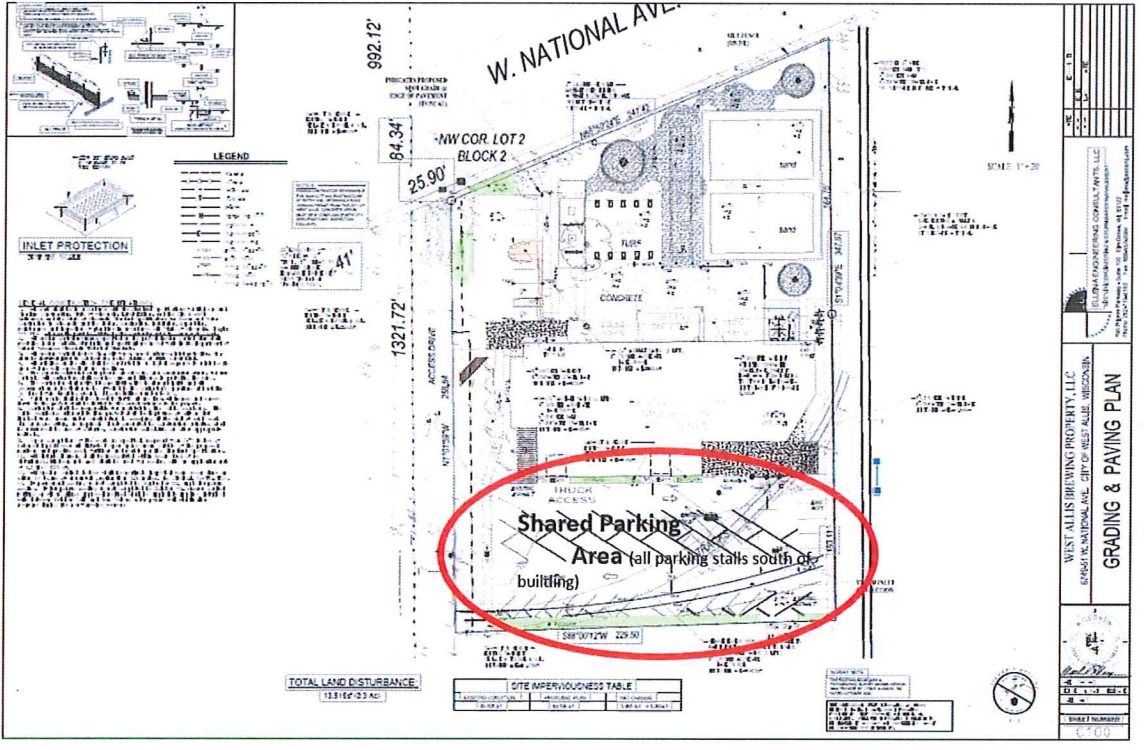


Exhibit F - Shared Parking Area



“Exhibit G” CORPORATE GUARANTY

This Corporate Guaranty by the undersigned legally authorized representative of West Allis Brewing Property LLC (referred to herein as "Guarantor") is for the benefit and security of a loan issued by the City of West Allis ("City").

WITNESSETH:

WHEREAS, West Allis Brewing Property (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Loan"), the proceeds of which will be used towards the purchase of real estate and equipment at 6749-6751 W. National Avenue, 67** W. National Avenue, 67** W. Mitchell Avenue, all within Milwaukee County, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the Loan to the Borrower will be secured with a Corporate Guaranty from West Allis Brewing Property LLC.

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Development Agreement Loan Agreement dated as of April _____, 2021 (the "Development Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Corporate Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Borrower will derive substantial benefits from the conduct of the Borrower's business and operations, has agreed to execute this Corporate Guaranty; and,

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, and after an event of default, one of the remedies or a remedy being the dissolution and liquidation of Borrower,

Guarantor's obligations under this Corporate Guaranty are limited to the net outstanding amount on the Note owed to the City from Borrower after liquidation of Borrower's assets is complete and proceeds from Borrower's liquidation have been applied to the Note resulting in a net balance under the Note due and owing to the City the Guarantor represents and warrants as follows:

A. This Corporate Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. Neither this Corporate Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

B. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against him upon audit of his federal or state tax returns for any period that remains subject to audit.

C. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of his properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the

collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Corporate Guaranty. (The amounts in clauses 2.A. and 2.B. are collectively, the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, successors, and permitted assigns. This Corporate Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Corporate Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other Corporate Guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with

respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing). Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Corporate Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Corporate Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Corporate Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Corporate Guaranty shall be a continuing Corporate Guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or

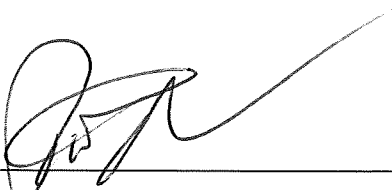
successor in interest under the Development Agreement (the Guarantor hereby consents to any transfer of the Note and/or Development Agreement without notice). This Corporate Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Corporate Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

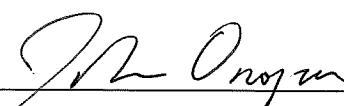
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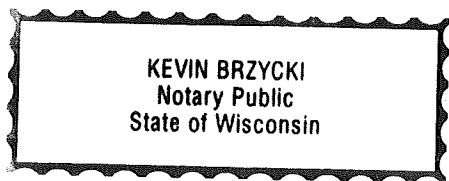
IN WITNESS WHEREOF, the Guarantor has executed this Corporate Guaranty, to take effect as of the 1st day of ~~March~~ ^{June}, 2021.

CITY OF WEST ALLIS ("City")

By: 
Patrick Schloss, Executive Director
Economic Development

West Allis Brewing Property LLC ("Borrowers")

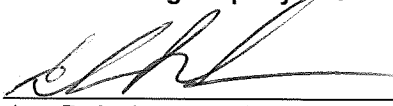
By: 
John P. Onopa, member and owner



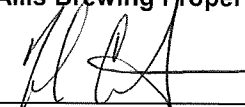
West Allis Brewing Property LLC

By: _____

West Allis Brewing Property LLC

By: 
Adam R. Anders, member and owner

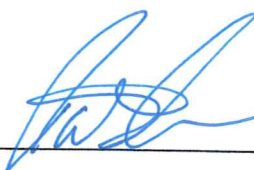
West Allis Brewing Property LLC

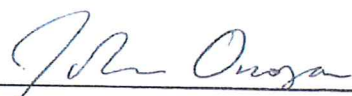
By: 
Kyle E. Ciske, member

IN WITNESS WHEREOF, the Guarantor has executed this Corporate Guaranty, to take effect as of the 9th day of ~~March~~, 2021.
JUNE

CITY OF WEST ALLIS ("City")

West Allis Brewing Property LLC ("Borrowers")

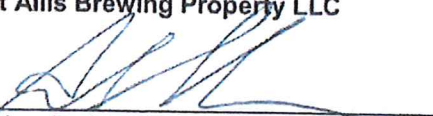
By: 
Patrick Schloss, Executive Director
Economic Development

By: 
John P. Onopa, member and owner

West Allis Brewing Property LLC

By: _____

West Allis Brewing Property LLC

By: 
Adam R. Anders, member and owner

West Allis Brewing Property LLC

By: 
Kyle E. Ciske, member

State of Wisconsin)

: ss

Milwaukee County)

Personally came before me this 28th day of ~~April~~ ^{June}, 2021 the above-named

_____ to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

Notary Public, State of Wisconsin



[Signature]

Print Name: Kevin Brzycki

My Commission: January 12, 2025

Acceptance:

This Corporate Guaranty is hereby accepted this 28 day of ~~April~~ ^{June} 2021, by the City of West Allis.

Community Development Authority of the City of West Allis ("City")

By: [Signature]

Patrick Schloss, Executive Director
Economic Development

Attest: [Signature]

Jason Kaczmarek
Director of Finance/Comptroller

Examined and approved as to form and execution this 4th day of

~~April~~ ^{July}, 2021 [Signature]

Nicholas S. Cerwin, Assistant City Attorney

[Signature]

Exhibit H to Purchase Note to the Development Agreement

\$150,000.00

West Allis, Wisconsin

April ____, 2021

NOTE

FOR VALUE RECEIVED, The undersigned, West Allis Brewing Property LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", promises to pay to the order of the Community Development Authority of the City of West Allis, a Wisconsin body politic, hereinafter referred to as "CDA", the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), together with interest at the rate of three and one quarter percent (3.25%) per annum. The first six months following Closing will be interest only payments and full principal payments will commence on the seventh month following Closing. The principal of the loan and all unpaid accrued interest shall be due and payable on April 1, 2031.

The Developer agrees to pay all costs of collection, including reasonable attorney's fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. The Developer, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Clerk/Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the holder of this Note, because of the failure of the Developer to make prompt payment, the holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and

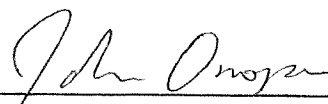
demand being hereby expressly waived. The holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter in lieu of late charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0%) per annum until paid.


This Note is secured on behalf of the Developer by a Corporate Guaranty from West Allis Brewery Property, LLC, a Wisconsin limited liability company.


This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Any legal action commenced by either party regarding the terms of this Note shall be brought and maintained in the Circuit Court for Milwaukee County, State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Developer or any guarantor or enforcer, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

West Allis Brewing Property, LLC

By: 
John P. Onopa, Owner and Member

By: 
Adam R. Anders, Owner and Member

By: 
Kyle E. Ciske, Owner and Member

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of April ____, 2021 by and between the West Allis Brewing Property LLC, a Wisconsin limited liability company ("Developer"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a Wisconsin body politic ("CDA").

RECITALS

CDA and Developer acknowledge the following:

- A. Developer intends to acquire the following parcels of real property from the CDA:
 1. 6749-6751 W. National Avenue, approximately 0.9849 acres of land with improvements
 2. 67** W. National Avenue, approximately 0.4707 acres of land
 3. 67** W. Mitchell Avenue, approximately 0.1404 acres of land

- B. The sale of land is approximately 1.596 total acres of real property in the City of West Allis, Wisconsin ("City"), as depicted and described on **Exhibit A – The Property** attached hereto (the "Property").

- C. Subject to obtaining the benefits set forth herein, Developer plans on developing the Property into a brewery-entertainment venue with tasting room and outdoor beer garden. A preliminary site plan showing projected future development of the Property is attached hereto as **Exhibit B – Site Plan and Elevation**.

- D. The CDA desires to encourage economic development, eliminate blight, expand the City's tax base and create new jobs within the City. The CDA finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

- E. The development of the Property would not occur without the benefits to be provided to Developer as set forth in this Agreement.

- F. To satisfy the requirement for the disposition of public controlled lands, the CDA conducted a public hearing on the sale of public land on November 10, 2020.

- G. This Agreement, upon signature and acceptance by both parties, shall be the prevailing Agreement, superseding the terms and conditions outlined in the executed the Letter of Intent signed on October 27, 2020 and amended on December 14, 2020 and attached hereto for reference as **Exhibit C – Letter of Intent**.

- H. The CDA, pursuant to action dated April ____, 2021, has approved this Agreement and authorized its execution by the proper CDA officials on the CDA's behalf.

- I. The Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

**ARTICLE I
DEVELOPER OBLIGATIONS**

A. The Developer shall acquire the Property from the CDA on a date mutually agreeable to the parties ("Closing") in the condition of "as is, where is"; and

B. At Closing, Developer shall:

1. Purchase of the property shall be for Five Hundred Thousand Dollars (\$500,000.00) consisting of the following:

(1) \$247,476 in private funds provided at Closing

(2) \$102,524 credit from the City to assist with soil conditions as outlined in **Exhibit D – Incremental Soil Removals and Disposal Costs**,

(3) \$150,000 in the form of a loan Note on behalf of the CDA executed at time of Closing by the Developer. **See Exhibit H – Purchase Note** The loan will have a separate term and conditions letter and Agreement from the City of West Allis; and

(4) The purchase is subject to the following prorations, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners' association assessments, and fuel. Real estate taxes shall be prorated at closing based on the net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted); and

2. Accept delivery of a warranty deed to convey the Property to the Developer; and

3. Execute a forgivable loan in an amount equal to \$50,000 for the purchase of equipment related to establishment of a brewery ("Forgivable Loan"); and

4. Execute an Economic Development Loan Agreement in an amount equal to \$100,000 for costs related to equipment and working capital ("Economic Development Loan"). The loan will have a separate term and conditions letter and Agreement from the City of West Allis; and

5. Developer shall execute an Easement Agreement, attached hereto as **Exhibit E – Easement Agreement** with the CDA and the adjacent property at 6771 W. National Ave. and between the Property and the remainder of the CDA owned property at 67** W. Mitchell St. (Tax Key No. 453-0564-002)

6. Developer shall execute shared parking with the CDA or its assigns for the parking field south of the proposed brewery building (see **Exhibit F – Shared Parking Area** for the parking area referenced). Developer shall be responsible for the ongoing maintenance of the property.

7. Developer agrees to pay for half of the cost to initially construct a shared 24' wide driveway for ingress and egress to Mitchell Street and centered upon the Property's border with 6771 W. National Avenue. Developer shall grant an easement for its half of the driveway to the property owner at 6771 W. National Avenue and also pay half the cost to maintain those driveway improvements and access to that driveway.

8. Developer shall provide a Corporate Guaranty to the CDA for the \$150,000 Note on the purchase of the Property (See **Exhibit G – Guaranty**).

9. Agree to Compliance with all City of West Allis Plan Commission and Common Council conditions of approval, which are connected to the project.

10. Agree to obtain an Occupancy Permit from the City of West Allis to operate as a brewery on or before April 1, 2022 at the Property.

11. Agree to place all new utilities serving the Property underground to the building underground except those outlined in CDA obligations under Article II.

ARTICLE II CDA OBLIGATIONS

A. The CDA shall convey the Property to the Developer on a date mutually agreeable to the parties ("Closing"); and

B. At Closing, the CDA shall:

1. Convey the Property to Developer via warranty deed; and

2. Obtain DNR approvals for Case Closure and an Exemption to Construct on a Historic Fill site and pay associated fees for the Wisconsin Department of Natural Resources and costs incurred by City's environmental consultant and in an amount up to \$4,000; and,

3. Pay the real estate commission fee to the Developer's broker Cushman and Wakefield/Boerke \$30,000 associated with the sale of the property.

4. Provided a Note to the Developer in the amount of \$150,000 as part of the acquisition of the Property (**See Exhibit H – Purchase Note**)

5. Provide funding for the Project in the form of a forgivable loan in an amount equal to \$50,000 for acquisition and equipment costs related to Developer's purchase of the Property ("Forgivable Loan"). The Forgivable Loan shall be structured and documented separately under a Loan Agreement between the City and the and Developer; and

6. Provide funding for the Project in the form of an Economic Development Loan in an amount equal to \$100,000 for costs related to equipment and working capital ("Economic Development Loan"). The Economic Development Loan shall be structured and documented separately from this Agreement and shall between the City and the Developer; and

C. Upon presentation of invoices or quotes from WE Energies to bury the main line overhead utilities on the Property underground as outlined by the WE Energies estimated attached in **Exhibit I - Utility Estimate**, the CDA shall pay to WE Energies an aggregate amount of up to \$132,000 to cover the costs associated with such work.

**ARTICLE III
TRANSFER AND USE RESTRICTION; RIGHT OF FIRST REFUSAL**

A. Developer may not convey any legal or equitable title of the Property to any entity without the CDA's consent, unless the grantee is wholly owned by all the same individuals as Developer.

B. Developer shall cause the Property to be primarily used as a brewery. Any other use of the Property must be incidental and subordinate to the primary business of a brewery.

C. Developer hereby grants to CDA an option to purchase the Property at a price of \$400,000, as may be increased or decreased by normal closing adjustments, exercisable at the CDA's sole discretion if Developer fails to comply with this Article. This right of first refusal shall be effective from the date of this agreement for a period of six (6) years. The closing of the purchase and payment of purchase price shall be completed within 60 days from the receipt by Developer of CDA's notice of its intent to exercise the option. If no such notice of the exercise of the option is received by Developer for a period of six (6) years after the date of this Agreement, the option shall be null and void and of no further effect.

**ARTICLE IV
PAYMENT IN LIEU OF TAXES**

In the event that any portion of the Property becomes exempt from ad valorem taxes for a period of twenty (20) years after the date of Closing (the "PILOT Term"), then the Developer or any successor owner of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (based on the full tax rate) would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the Developer or any successor owner fails to make a payment in lieu of taxes when due, the CDA may, in addition to all other remedies available to it, levy a special tax against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special tax are hereby waived by Developer. Notwithstanding the levying of such special tax, the payment obligation under this Article shall also be the personal obligation of the person or entity that is the owner of the Property at the time that any portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all owners of any portion of the Property for the duration of the PILOT Term. The CDA is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor owners of the Property.

**ARTICLE V
NO PARTNERSHIP OR VENTURE**

Developer and its contractors or subcontractors shall be solely responsible for the completion of all of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the (i) CDA and (ii) Developer, or any contractor or subcontractor employed by Developer.

**ARTICLE VI
CONFLICT OF INTEREST**

No member, officer, or employee of the CDA, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

**ARTICLE VII
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the CDA (as to the CDA) or to an officer of Developer (as to Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date and time of such delivery; and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the CDA: Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

If to the Developer: John Onopa
c/o West Allis Brewing Property LLC
4465 N 100 St.
Wauwatosa, WI 53225

**ARTICLE VIII
DEFAULT**

A. The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

1. Developer shall fail to pay any amounts when due under this Agreement or any guaranty by Developer and further fails to pay such amounts on or before five days following written notice of such failure; or

2. Any material representation or warranty made by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given; or

3. Developer shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the CDA (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as Developer has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from the CDA or such longer period of time as is reasonably agreed to by the CDA); or

4. CDA shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money, which shall be cured by the CDA on or before five days following written notice of such failure), and such failure shall continue for thirty days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the CDA has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from Developer); or

5. Developer:

(a) Becomes insolvent or generally does not pay, or is unable to pay, or admit in writing its inability to pay, its debts as they mature; or

(b) Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or

(c) Becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or

(d) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismitted for a period of ninety days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(e) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or

(f) adopts a plan of complete liquidation of its/his assets; or

(g) shall cease to exist.

B. Upon the occurrence of any Default, without further notice, demand or action of any kind by the nondefaulting party, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law and/or in equity. The CDA's rights shall include, but not be limited to, specific performance, the termination of this Agreement, and/or the calling of any or all principal, interest, and penalties due on the Project Loan or ~~Code Compliance Loan~~.

C. No remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

D. In the event of a default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys' fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

**ARTICLE IX
MISCELLANEOUS**

A. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with Developer's development, construction, management and operation of the Project.

B. Developer hereby indemnifies, defends, covenants not to sue and holds the CDA harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the CDA by reason of the following: (i) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (ii) any release by Developer or its contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials or hazardous substances on, upon or into the Property; (iii) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (i) and (ii) above; (iv) any violation by Developer or at the Project of any environmental law, rule, regulation or ordinance; (v) claims arising in connection with the Project under the Americans With Disabilities Act, and any other laws, rules, regulations or ordinances; (vi) the failure by Developer to comply with any term or condition of this Agreement; (vii) injury to or death of any person at the Project or injury to any property caused by or at the Project; and (viii) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project. The foregoing indemnity shall not apply to any claims or damages arising under clauses (i) through (viii) of the previous sentence to the extent such claims or damages are attributable to the negligence or willful misconduct of the CDA.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

C. Time is of the essence of each and every obligation or agreement contained in this Agreement.

D. If Developer is delayed or prevented from timely commencing or completing construction of the Project, by reason of fire, earthquake, war, flood, material shortages, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the reasonable control of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

E. A memorandum of this Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of any mortgages on the Property, it being understood by the parties that this Agreement will run with the land and will be binding upon the Property and any owner and/or lessee and/or mortgagee of all or any portions of the Property and their successors and assigns.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. This Agreement may not be assigned by the Developer without the CDA's prior written consent, which may be granted or withheld in the CDA's reasonable discretion.

H. Developer shall not be released from any of its obligations hereunder by any sale, foreclosure or other conveyance of all or any portion of the Property, either before or after completion of the Project, without the written consent of the CDA.

I. This Agreement contains the entire agreement between the CDA and Developer with respect to the subject matter of this Agreement and may be amended or modified only by subsequent written agreement duly signed by both parties hereto.

[Signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

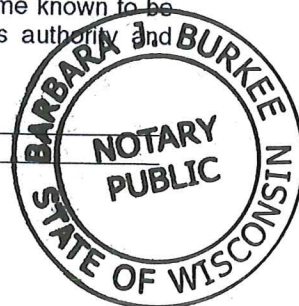
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS

By: [Signature]
Patrick Schloss, Executive Director

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally appeared before me this 11th day of June, 2021, the above-named Patrick Schloss, Executive Director of the Community Development Authority of the City of West Allis, to me known to be the person who executed the foregoing agreement on behalf of the CDA and by its authority and acknowledged the same.

Barbara J. Burkee
Name: Barbara J. Burkee
Notary Public, State of Wisconsin
My Commission expires: 10-18-23



Approved as to form this 1st day of July, 2021

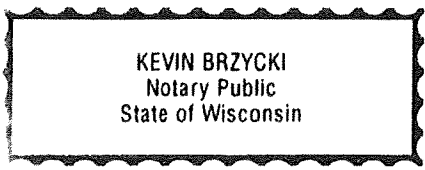
[Signature]
Karl Decker

West Allis Brewing Property LLC

By: [Signature]
John P. Onopa, member

STATE OF WISCONSIN)
) ss.
Milwaukee COUNTY)

Personally appeared before me this 9th day of ~~April~~ JUNE, 2021, the above-named Adam R. Anders, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.



[Signature]
Name: Kevin Brzycki
Notary Public, State of Wisconsin
My Commission expires: January 12, 2025

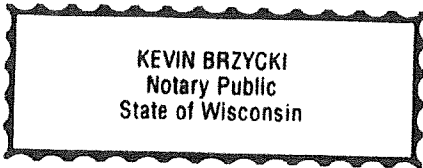
West Allis Brewing Property LLC
By: [Signature]
Kyle E. Ciske, member

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

Personally appeared before me this 9th day of ~~April~~ JUNE, 2021, the above-named Kyle E. Ciske, member of the West Allis Property LLC, to me known to be the persons who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.



Name: Kevin Brzycki
Notary Public, State of Wisconsin
My Commission expires: JANUARY 12, 2025



This instrument was drafted by
and upon recording return to:

Kail Decker
7525 W. Greenfield Avenue
West Allis, WI 53214

List of Exhibits

1. Exhibit A – Property
2. Exhibit B – Site Plan
3. Exhibit C - Letter of Intent
4. Exhibit D – Incremental Soil Removals and Disposal Costs
5. Exhibit E – Easement Agreement
6. Exhibit F - Shared Parking Area
7. Exhibit G – Guaranty
8. Exhibit H - Purchase Note to the Development Agreement
9. Exhibit I - Utility Estimate

EXHIBIT A
Legal Description of Property



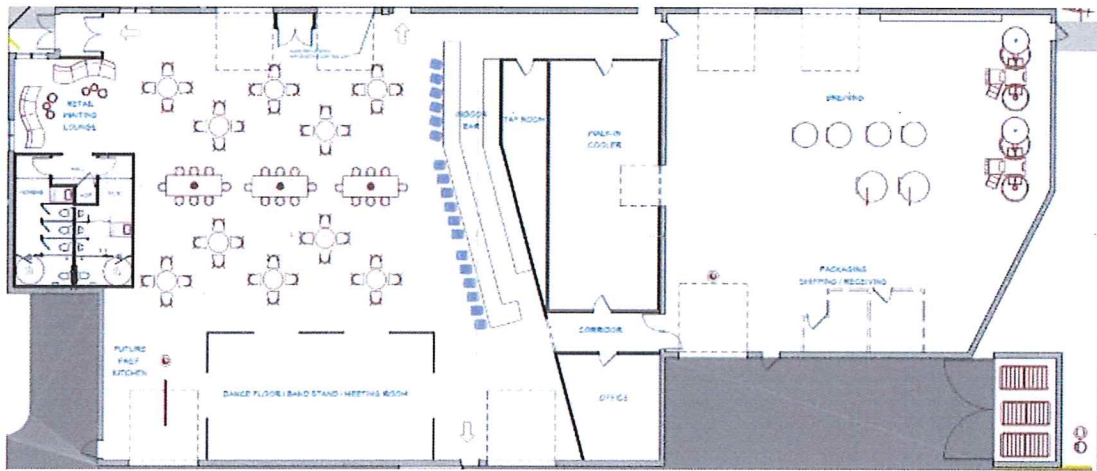
BEING PART OF LOT 1, LOT 2 AND LOT 3, OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 OF THE CITY OF WEST ALLIS, AS RECORDED IN THE MILWAUKEE COUNTY REGISTER OF DEEDS OFFICE AS DOCUMENT NO. 2421399, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS:

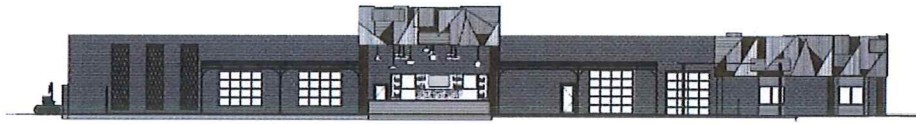
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE S 0°48'19" E ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 992.12 FEET TO THE NORTH LINE OF W. NATIONAL AVENUE; THENCE CONTINUING S 0°48'19" E ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 3, 84.34 FEET TO THE SOUTH LINE OF W. NATIONAL AVENUE; THENCE N 66°50'24" E ALONG THE SOUTH LINE OF W. NATIONAL AVENUE, 25.90 FEET TO THE NORTHWEST CORNER OF LOT 2 OF BLOCK 2 OF ASSESSOR'S PLAT NO. 269 AND THE POINT OF BEGINNING; THENCE CONTINUING N 66°50'24" E ALONG SAID SOUTH LINE OF W. NATIONAL AVENUE, 247.42 FEET TO THE NORTHEAST CORNER OF LOT 3 OF BLOCK 2 OF SAID ASSESSOR'S PLAT NO. 269; THENCE S 1°04'39" E ALONG THE EAST LINE OF SAID LOT 3, 164.76 FEET TO THE SOUTHEAST CORNER OF SAID LOT

3; THENCE CONTINUING S 1°04'39" E ALONG THE EAST LINE LOT 1 OF BLOCK 2, 183.11 FEET; THENCE S 88°00'12" W, 229.50 FEET; THENCE N 1°01'59" W, 258.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

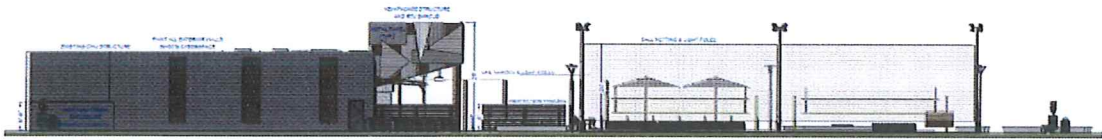
SAID PARCEL CONTAINS 69,540 SQUARE FEET OR 1.596 ACRES, MORE OR LESS

EXHIBIT B Preliminary Development Plans





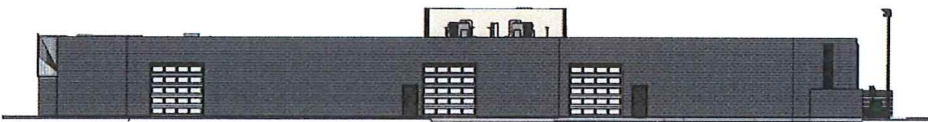
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



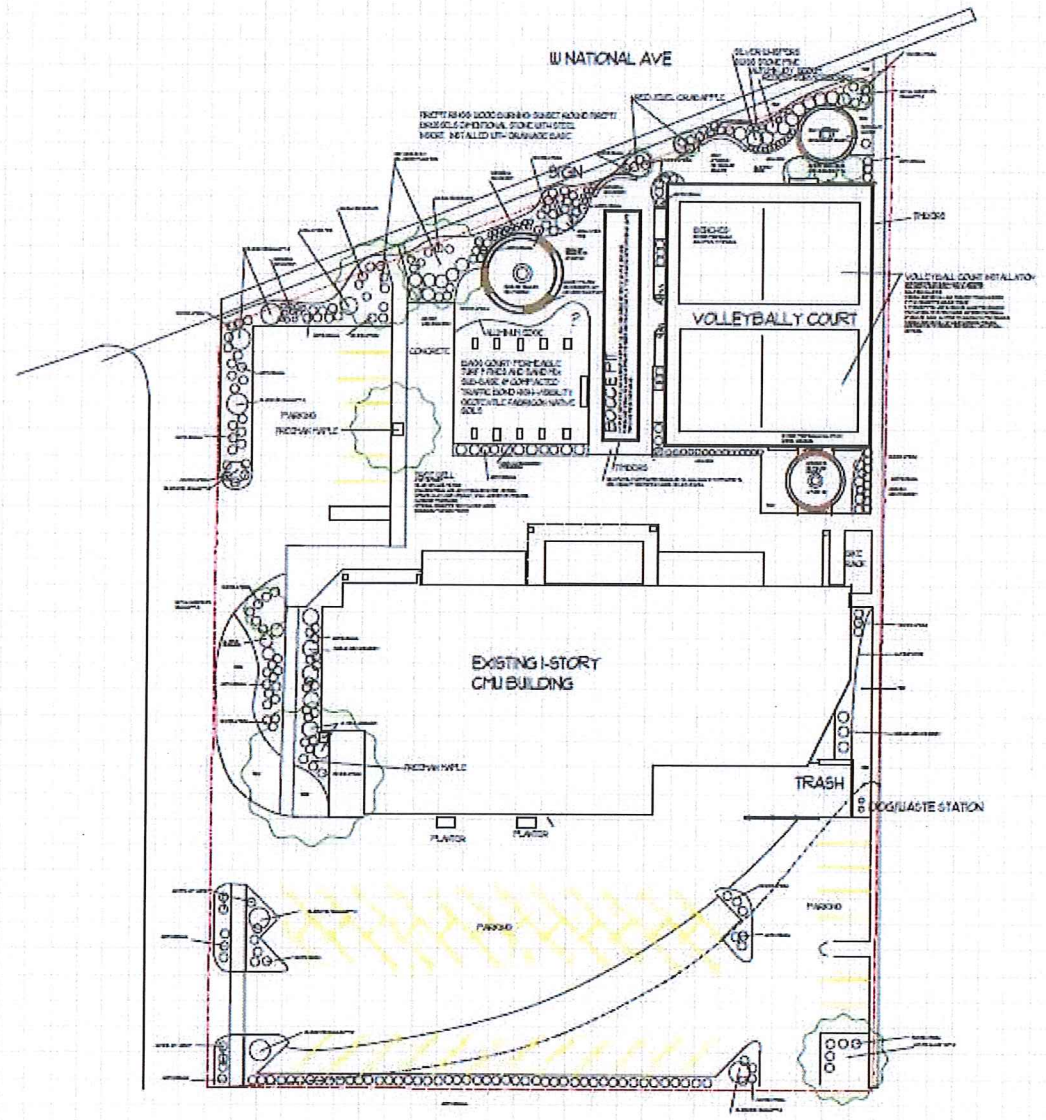
EAST ELEVATION
SCALE: 1/4" = 1'-0"



WEST ELEVATION
SCALE: 1/4" = 1'-0"

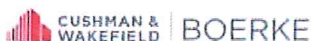


SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



| | | | |
|----------------------------|--------------------|---------------------------------|-------|
| PRELIMINARY PLAN | Milberger's | LANDSCAPE DESIGN & INSTALLATION | NORTH |
| DATE: 11/10/11 | | | |
| SCALE: 1/4" = 1'-0" | | | |
| OWNER: CITY OF SAN ANTONIO | | PROJECT: WEST ALAMO ST | |
| | | PROJECT ADDRESS: W NATIONAL AVE | |
| | | PROJECT ADDRESS: WEST ALAMO ST | |

EXHIBIT C Letter of Intent



Cushman & Wakefield |
The Boerke Company, Inc.
731 N Jackson Street, Suite 700
Milwaukee, WI 53202
Tel +1 414 347 1000
Fax +1 414 347 1606
www.boerke.com

LETTER OF INTENT

October 1st, 2020

Patrick Schloss
City of West Allis
7525 W Greenfield Avenue
West Allis, WI 53214

Pursuant to our initial review of the below referenced property, please consider our intent to purchase the subject property, according to the following terms and conditions:

- Property:** 6749-6751 W. National Avenue (former Perfect Screw Building), 67th W. National Avenue, and a portion of 67th W. Mitchell, West Allis, WI (see exhibit A)
Perfect Screw Building & land parcel to the East
- Purchaser:** West Allis Brewing Property LLC
- Purchase Price:** Five Hundred Thousand Dollars (\$500,000.00)
- Contract:** Within 5 days of acceptance of this offer by Seller, Purchaser shall present seller with a contract. Purchaser and seller shall make reasonable efforts to negotiate and execute the contract within 10 days from receipt of contract.
- Seller's Work:** Seller shall square off the parking lot to the south to include additional square footage to Buyers parcel. Parcel lot lines are show in red in exhibit B.
- Review Period:** The Review Period shall commence the date on which Purchaser and Seller execute the Contract (the "Effective Date") and terminate on the ninetieth (90th) day thereafter. Purchaser shall have the right to extend the Review Period for one (1) additional period of thirty (30) days. Purchaser shall exercise the right to extend the review period by giving written notice to Seller prior to the expiration of the then current period.
Seller will furnish all necessary due diligence materials to purchaser upon contract execution. This package will include the following items:
- All environmental studies in Seller's possession
 - Most recent survey in Seller's possession
 - Most recent title insurance policy in Seller's possession with underlying documents
 - Reciprocal easement agreement and/or covenants, conditions and restrictions agreement (if applicable)
 - Copies of all service and maintenance contracts and any other agreements (if applicable)
 - All property and liability insurance certificates (if available to Seller)
 - Certificate of Occupancy (if available to Seller)

If for any reason the Purchaser does not find the property and terms suitable for its intended use, the Purchaser has the right to cancel the contract.

Closing: To take place within thirty (30) days following the expiration of the Review period.

Deposit: A deposit of \$5,000.00 will be delivered to a mutually agreed upon escrow account upon a fully executed contract. This deposit will be held in a non-interest bearing account for purchasers account and become non-refundable upon expiration of the review period, provided however that the purchaser has not terminated the contract. All deposits paid shall be applied to the purchase price.

Commission: The Seller shall pay Cushman & Wakefield | Boerke a commission at closing pursuant to a separate agreement.

Closing Costs: The Purchaser and Seller will allocate closing costs as standard and customary for the county in which the property is located. Purchaser and Seller shall pay their own respective attorney's fees.

Expiration: This Letter of Intent shall be valid until 5:00 p.m. CST on October 16, 2020, at which time it shall become null and void.

This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/contract and imposes no duty on either party to continue negotiations. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties.

Purchaser:

Agreed and Accepted:

John Onopa

Print Name: John Onopa

Date: 10/27/20

Seller:

Agreed and Accepted:

John F. Stibal

Print Name: John F. Stibal

Date: 10-27-20

Exhibit C - Amendment to Letter of Intent

Review period shall be extended for another sixty (60) days with two options to extend for thirty (30) days with written notice to seller within five (5) days of the end of the extended Review Period.

Purchaser:

Agreed and Accepted: John Onopa

Print Name: John Onopa

Date: 12/14/20

Seller:

Agreed and Accepted: John F. Stibal

Print Name: John F. Stibal

Date: 12-15-20

Exhibit D – Incremental Soil Removals and Disposal Costs

| REMOVALS / DISPOSALS | | | | | | | |
|---|-----------|-----------|----------|------------|-----------------|----------------------|--------------------|
| SURFACE TYPE | THICKNESS | AREA (SF) | YARDAGE | TONNAGE | \$/TON Disposal | | \$/Ton Trucking |
| | | | | | Daily Cover | Direct Fill | |
| Green Space | 10" | 6,559 | 202 | 334 | \$5,678 | \$10,522 | \$4,454 |
| Parking Islands | 4" | 1,860 | 23 | 38 | \$644 | \$1,194 | \$505 |
| Added W Green Space | 10" | 1,545 | 48 | 79 | \$1,338 | \$2,478 | \$1,049 |
| Permeable Paths / Walkways | 6" | 4,735 | 88 | 145 | \$2,460 | \$4,557 | \$1,929 |
| Added Pavement / on Site | 10" | 7,850 | 242 | 400 | \$6,796 | \$12,593 | \$5,330 |
| Added Pavement / Off Site | 12" | 6,340 | 196 | 323 | OMIT | OMIT | OMIT |
| Artificial Turf | 8" | 2,345 | 58 | 96 | \$1,624 | \$3,009 | \$1,274 |
| Volleyball Court | 24" | 6,586 | 488 | 805 | OMIT | OMIT | OMIT |
| Concrete Patio / Walk | 2" | 4,135 | 26 | 42 | \$716 | \$1,327 | \$562 |
| Concrete Patio / Walk | 10" | 3,300 | 102 | 168 | \$2,857 | \$5,294 | \$2,241 |
| | | 45,255 | 1,472 | 2,428.58 | \$22,113 | \$40,974 | \$32,381 |
| Total Range of Costs for Trucking/Disposal: | | | | | | \$54,494 | \$73,355 |
| REPLACEMENT OF CONTAMINATED SOILS - NOT FIGURED AS EXISTING | | | | | | | |
| SURFACE TYPE | THICKNESS | AREA (SF) | YARDAGE | | \$/Load | | |
| geotextile (500 sq yd @ \$120) | | 23,630 | 2,625.56 | | | \$720 | |
| Green Space | 6" | 6,559 | 121 | | | \$3,207 | |
| Parking Islands | 0" | 1,860 | - | | | \$0 | |
| Added W Green Space | 6" | 1,545 | 29 | | | \$755 | |
| Permeable Paths / Walkways | 6" | 4,735 | 88 | | | \$2,315 | |
| Added Pavement / on Site | 6" | 7,850 | 145 | | | \$3,838 | |
| Added Pavement / Off Site | 8" | 6,340 | 157 | | | OMIT | |
| Artificial Turf | 6" | 2,345 | 43 | | | \$1,146 | |
| Volleyball Court | 6" | 6,586 | 122 | NEW RAISED | | \$15,575 | |
| Concrete Patio / Walk | 0" | 4,135 | - | | | \$0 | |
| Concrete Patio / Walk | 6" | 3,300 | 61 | | | \$1,613 | |
| | | 45,255 | 766 | 51.08 | | \$29,169.40 | \$396/load in |
| TOTAL | | | | | | \$ 102,524.04 | |

Exhibit E – Easement Agreement

Document No.

EASEMENT AGREEMENT

This space is reserved for recording data

**City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214**

Parcel Identification Number (PIN)

453-0564-003

THIS EASEMENT AGREEMENT (*Agreement*) is granted by the City of West Allis and the Community Development Authority of the City of West Allis (collectively the Grantor) to the West Allis Brewing Property LLC and Ope Brewing Company LLC (collectively the Grantee).

RECITALS:

A. The Grantor is the fee holder of certain property in the City of West Allis, Milwaukee County, State of Wisconsin, located at 6771 W. National Avenue as more particularly described on the attached and incorporated Exhibit A (the Property).

B. Grantee has requested that Grantor grant a permanent and nonexclusive easement (the Easement) over that certain portion of the Property as described in the attached and incorporated Attachment 1 (the Easement Area) for the purposes of the following:

1. Ingress and Egress access points at 6771 W. National Avenue at the northeast corner along property line and as presented on the proposed site plan provided as Attachment 2.

2. The Easement permits cross access traffic for vehicles and trucks subject to final site development plan for the 6771 W. National Avenue Property.

3. The Easement permits ingress and egress access to the abutting property at 6749-51 W. National Avenue site plan as provided in Attachment 2

4. The Grantee is permitted a construction and maintenance easement for the construction and improvements for a driveway access/curb cut and maintaining the necessary access (including general maintenance, snow removal, etc.) to 6749-51 W. National Avenue site plan as provided in Attachment 2.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement and Cross Access. Grantor grants to Grantee a perpetual and nonexclusive easement to Grantee and its agents, employees, and contractors for access to construct, maintain, repair, and/or replace the curb cuts and driveway approach 6771 W. National Avenue at the northeast corner and permits a cross access easement for ingress and egress to and from 6749-51 W. National Avenue.

2. Repair of Easement Area. Grantee shall replace soil disturbed by access to and/or repair, maintenance, or replacement of the sewer lines and other utilities but shall have no further duty to repair or restore the property. Replacement of pavement or any other restoration, of any nature, shall be the responsibility of Grantee.

3. No Structures on Property. Grantor agrees that no buildings or other structures shall be built or maintained on the property. The property shall only be used for parking of motor vehicles or such other use that will not interfere with Grantee's access to the sewer lines or other utilities. In addition, Grantor shall not grant any other easements that interfere with Grantee's easement or use of the easement area.

4. Covenants Run with Land. All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances' arising after the party has transferred its fee simple interest in the Property.

5. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefitting party from later use of the Easement rights to the fullest extent authorized by this Agreement.

6. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.

7. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement or their successors or assigns and duly recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

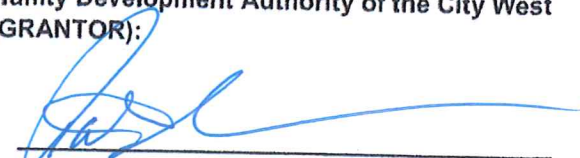
8. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

9. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms and conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

This grant of Easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Signatures on Next Page

Community Development Authority of the City West Allis (GRANTOR):

BY: 

Patrick Schloss, Executive Director

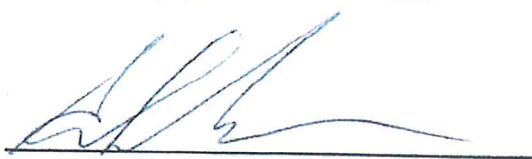
Dated: 6-11-21

West Allis Brewing Property LLC and Ope Brewing Property LLC (GRANTEE):

BY: 

John P. Onopa, Owner and Member

Dated: 6/9/21

BY: 

Adam R. Anders, Owner and Member

Dated: 6/9/2021

By: 

Kyle E. Ciske, Owner and Member

Dated: 6/9/2021

Exhibit A to Easement Agreement

Easement Area



Attachment 1 to Easement Agreement

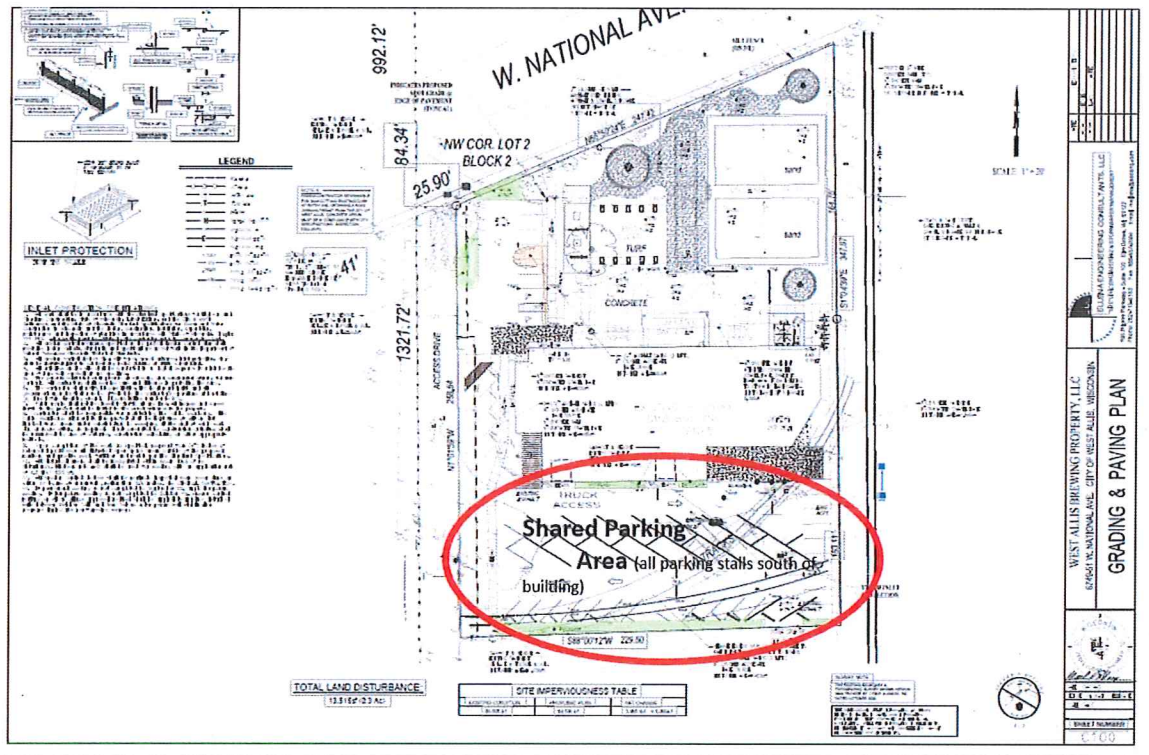
Ingress-Egress Easement (Ope brewery)

Strip of land located in the Northeast corner of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, State of Wisconsin, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 3; thence South $00^{\circ}48'19''$ East, 992.12 feet, along the West line of the Northeast 1/4 of Section 3, to the North line of West National Avenue; thence continuing South $00^{\circ}48'19''$ East, 84.34 feet, along said West line of the Northeast 1/4 of section 3, to the South line of West National Avenue; thence North $66^{\circ}50'24''$ East, 25.90 feet, along the South line of West National Avenue, to the Northwest corner of Lot 2 in Block 2 of the Assessor's Plat No. 269 and Point of Beginning; thence South $01^{\circ}01'59''$ East, 258.54 feet; thence South $88^{\circ}00'12''$ West, 20.00 feet; thence North $01^{\circ}01'59''$ West 38.54 feet; thence South $88^{\circ}00'12''$ West, 4.00 feet, to the West line of the Northeast 1/4 of Section 3; thence North $01^{\circ}01'59''$ West, 210.29 feet, along the said Section line to the South line of West National Avenue; thence North $66^{\circ}50'24''$ East, 25.90 feet to the Point of Beginning.

Said land contains 0.122 Acres, more or less.

Exhibit F - Shared Parking Area



“Exhibit G” CORPORATE GUARANTY

This Corporate Guaranty by the undersigned legally authorized representative of West Allis Brewing Property LLC (referred to herein as "Guarantor") is for the benefit and security of a loan issued by the City of West Allis ("City").

WITNESSETH:

WHEREAS, West Allis Brewing Property (the "Borrower"), has requested the City to extend to it a loan in the original principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Loan"), the proceeds of which will be used towards the purchase of real estate and equipment at 6749-6751 W. National Avenue, 67** W. National Avenue, 67** W. Mitchell Avenue, all within Milwaukee County, West Allis, Wisconsin, (the "Project"); and,

WHEREAS, the Loan to the Borrower will be secured with a Corporate Guaranty from West Allis Brewing Property LLC.

WHEREAS, the City is willing to make the Loan on the terms and conditions set forth in the Development Agreement Loan Agreement dated as of April _____, 2021 (the "Development Agreement"), and to accept the Borrower's Promissory Note therefore (the "Note"), but requires, as a condition of making the Loan, that the Guarantor execute this Corporate Guaranty as security for the payment of the Borrower's obligations under the Note; and,

WHEREAS, the Borrower will derive substantial benefits from the conduct of the Borrower's business and operations, has agreed to execute this Corporate Guaranty; and,

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. So long as any indebtedness of the Borrower to the City is outstanding, and after an event of default, one of the remedies or a remedy being the dissolution and liquidation of Borrower,

Guarantor's obligations under this Corporate Guaranty are limited to the net outstanding amount on the Note owed to the City from Borrower after liquidation of Borrower's assets is complete and proceeds from Borrower's liquidation have been applied to the Note resulting in a net balance under the Note due and owing to the City the Guarantor represents and warrants as follows:

A. This Corporate Guaranty is legal, valid, binding upon and enforceable against the Guarantor in accordance with its terms, except as it may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights and except as may be limited by general principles of equity. Neither this Corporate Guaranty nor the agreements contained herein violate or constitute a default or create or impose any lien, charge or encumbrance under any agreement, instrument or indenture to which the Guarantor is party or by which any of a Guarantor's assets are bound or any other requirement of law.

B. The Guarantor will file, when due, all federal and state income and other tax returns, which are required to be filed, and will pay all taxes shown on said returns and on all assessments received by them to the extent that such taxes shall have become due. The Guarantor has no knowledge of any liabilities, which may be asserted against him upon audit of his federal or state tax returns for any period that remains subject to audit.

C. Except as disclosed by the Guarantor to the City, in writing, prior to the date hereof, there is no action, suit, proceeding or investigation before any court, public board or body pending or threatened against the Guarantor or the Borrower, or any of his properties, which, if adversely determined, would have a material adverse effect upon the business, properties or financial condition of the Guarantor.

D. The Guarantor acknowledges that the City has not made any representations or warranties with respect to, and agrees that the City does not assume any responsibility to the Guarantor for and has no duty to provide information to the Guarantor regarding the collectability or enforceability of the Note or the financial condition of any Borrower. The Guarantor has independently determined the

collectability and enforceability of the Note and, until the Note is paid in full, will independently and without reliance on the City continue to make such determinations.

2. The Guarantor hereby absolutely and unconditionally guarantees to the City:

A. The payment of the principal of and interest on the Note, at the rate required pursuant thereto, when and as the same shall become due and payable, whether by maturity, acceleration, default or otherwise.

B. Payment, on demand by the City, of all legal or other costs, expenses and fees at any time paid or incurred by the City in endeavoring to collect all or part of the Note or to realize upon this Corporate Guaranty. (The amounts in clauses 2.A. and 2.B. are collectively, the "Obligations").

3. The Guarantor's Obligations hereunder shall be binding upon the Guarantor, successors, and permitted assigns. This Corporate Guaranty shall remain in full force and effect so long as any of the Obligations are outstanding, without any right of offset and irrespective of:

A. The genuineness, validity, regularity or enforceability of the Note or Loan Agreement or any of the terms thereof, the continuance of any Obligation on the part of the Borrower on either the Note or the Loan Agreement, or the power or authority or lack of power or authority of the Borrower or any other party to issue the Note or execute and deliver the Loan Agreement or to perform any of the Obligations thereunder.

B. Any failure or lack of diligence in connection or protection, failure in presentment or demand, protest, notice of protest, notice of default and of nonpayment, failure of notice of acceptance of this Corporate Guaranty, failure to give notice of failure of the Borrower to perform any covenant or agreement under the terms of the Note or the Loan Agreement, or the failure to resort for payment to the Borrower or to any other person or entity or to any rights or remedies of any type (the Guarantor hereby expressly waiving all of the foregoing).

C. The acceptance or release of any security or other Corporate Guaranty, extension of the Note or Loan Agreement or amendments, modifications, consents or waivers with

respect to the Note or Loan Agreement or any subordination of the Obligations to any other obligations of the Borrower (the Guarantor hereby expressly consenting to all of the foregoing).

D. Any defense whatsoever that the Borrower might have to the payment or to the performance or observance of any of the Obligations, other than full payment thereof.

E. Any legal or equitable principle of marshalling or other rule of law requiring a creditor to proceed against specific property, apply proceeds in a particular manner or otherwise exercise remedies so as to preserve the several estates of joint obligors or common debtors (the Guarantor hereby expressly waiving the benefit of all of the foregoing). Any act or failure to act with regard to any of the Obligations or anything which might vary the risk of the Guarantor; provided that the specific enumeration of the above mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Corporate Guaranty that the Obligations of the Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied, except by the full payment of all Obligations, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of or defense to the Guarantor. Without limiting any of the other terms or provisions hereof, it is understood and agreed that in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of the City to resort in any manner or form for payment to the Borrower or to any other person, firm or corporation, their properties or assets, or to any security, property or other rights or remedies whatsoever, and the City shall have the right to enforce this Corporate Guaranty irrespective of whether or not proceedings or steps are pending seeking resort to or realization upon from any of the foregoing. It is further understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, the Borrower shall default under the terms of the Note or Loan Agreement and that, notwithstanding recovery hereunder for or in respect of any given default or defaults, this Corporate Guaranty shall remain in full force and effect and shall apply to each and every subsequent default.

4. This Corporate Guaranty shall be a continuing Corporate Guaranty so long as any of the Obligations remain unpaid, and may be enforced by the City or any subsequent holder of the Note or

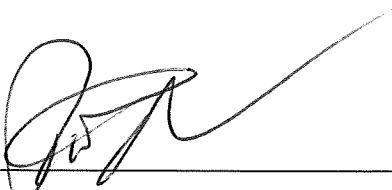
successor in interest under the Development Agreement (the Guarantor hereby consents to any transfer of the Note and/or Development Agreement without notice). This Corporate Guaranty shall not be discharged or affected by the death or legal disability of the Guarantor.

5. This Corporate Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(SIGNATURES CONTINUED ON NEXT PAGE)

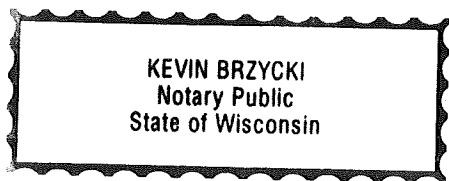
IN WITNESS WHEREOF, the Guarantor has executed this Corporate Guaranty, to take effect as of the 1st day of ~~March~~ ^{June}, 2021.

CITY OF WEST ALLIS ("City")

By: 
Patrick Schloss, Executive Director
Economic Development

West Allis Brewing Property LLC ("Borrowers")

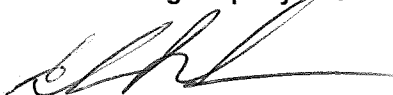
By: 
John P. Onopa, member and owner



West Allis Brewing Property LLC

By: _____

West Allis Brewing Property LLC

By: 
Adam R. Anders, member and owner


West Allis Brewing Property LLC

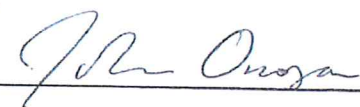
By: 
Kyle E. Ciske, member

IN WITNESS WHEREOF, the Guarantor has executed this Corporate Guaranty, to take effect as of the 9th day of ~~March~~, 2021.
JUNE

CITY OF WEST ALLIS ("City")

West Allis Brewing Property LLC ("Borrowers")

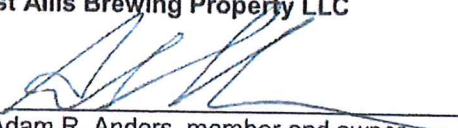
By: 
Patrick Schloss, Executive Director
Economic Development

By: 
John P. Onopa, member and owner

West Allis Brewing Property LLC

By: _____

West Allis Brewing Property LLC

By: 
Adam R. Anders, member and owner

West Allis Brewing Property LLC

By: 
Kyle E. Ciske, member

State of Wisconsin)

: ss

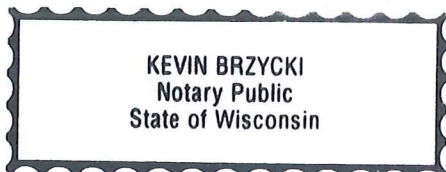
Milwaukee County)

Personally came before me this 28th day of ~~April~~ ^{June}, 2021 the above-named

_____ to me known to be the person who executed the foregoing instrument and acknowledged same.

Witness my hand and official seal.

Notary Public, State of Wisconsin



[Signature]

Print Name: Kevin Brzycki

My Commission: January 12, 2025

Acceptance:

This Corporate Guaranty is hereby accepted this 28 day of ~~April~~ ^{June} 2021, by the City of West Allis.

Community Development Authority of the City of West Allis ("City")

By: [Signature]

Patrick Schloss, Executive Director
Economic Development

Attest: [Signature]

Jason Kaczmarek
Director of Finance/Comptroller

Examined and approved as to form and execution this 4th day of

~~April~~ ^{July}, 2021 [Signature]

Nicholas S. Cerwin, Assistant City Attorney

Kait Decker

Exhibit H to Purchase Note to the Development Agreement

\$150,000.00

West Allis, Wisconsin

October 20, 2021

NOTE

FOR VALUE RECEIVED, The undersigned, West Allis Brewing Property LLC, a Wisconsin limited liability company, hereinafter referred to as "Developer", promises to pay to the order of the Community Development Authority of the City of West Allis, a Wisconsin body politic, hereinafter referred to as "CDA", the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), together with interest at the rate of three and one quarter percent (3.25%) per annum. Per the attached amortization table, the first six months following Closing there will be interest only payments at \$406.25 per month and full principal payments will commence on the seventh month following Closing at \$730.97. The principal of the loan and all unpaid accrued interest shall be due and payable on October 1, 2046.

The Developer agrees to pay all costs of collection, including reasonable attorney's fees and all fees and expenses incurred in endeavoring to protect, enforce and realize upon any collateral security for the payment of the Note. The Developer, for itself, its successors and assigns, hereby expressly waives presentment for payment, notice of dishonor, presentment, notice of protest, protest and all diligence of collection.

All payments shall be made in lawful currency of the United States of America, to the City Clerk/Treasurer of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, or such other place of payment as the holder of this Note may designate in writing.

As liquidated damages for the additional expenses incurred by the holder of this Note, because of the failure of the Developer to make prompt payment, the holder may collect a late charge not to exceed one percent (1%) per month on each dollar of each payment on this Note which is more than ten (10) days in arrears; provided, that no such charge shall exceed the maximum amount which may be charged according to law.

If any installment of principal or interest is not paid when it becomes due, or if default occurs in the performance or compliance with the covenants and conditions of any instrument securing the indebtedness evidenced by this Note, or in the Loan Agreement pursuant to which this Note is given, the holder may, at its option, to be exercised at any time thereafter, declare the entire unpaid balance of principal and accrued interest immediately due and payable, without notice or demand, both notice and demand being hereby expressly waived. The holder's failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Thereafter in lieu of late

charges and any other interest provided for in this Note, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0%) per annum until paid.


This Note is secured on behalf of the Developer by a Corporate Guaranty from West Allis Brewery Property, LLC, a Wisconsin limited liability company.

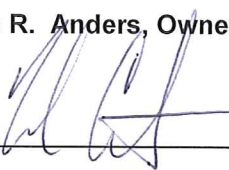
This Note may be prepaid, in full or in part, without penalty.

This Note is executed in and is governed by the laws of the State of Wisconsin. Any legal action commenced by either party regarding the terms of this Note shall be brought and maintained in the Circuit Court for Milwaukee County, State of Wisconsin. Invalidity of any provision shall not affect the validity of any other provision. Without affecting the liability of the Developer or any guarantor or enforcer, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral security for the payment of this Note or agree to sue any party liable on it. Waiver of any default shall not constitute a waiver of any other or subsequent default.

West Allis Brewing Property, LLC

By: 
John P. Onopa, Owner and Member

By: 
Adam R. Anders, Owner and Member

By: 
Kyle E. Ciske, Owner and Member

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| Draw | 10/20/2021 | | -150,000.00 | | | | | 150,000.00 |
| 1 | 11/1/2021 | 1 | 0.00 | 162.48 | 0.00 | 0.00 | 162.48 | 150,000.00 |
| 2 | 12/1/2021 | 1 | 0.00 | 406.25 | 0.00 | 0.00 | 406.25 | 150,000.00 |
| <i>Due in 2021</i> | | | <i>0.00</i> | <i>568.73</i> | <i>0.00</i> | <i>0.00</i> | <i>568.73</i> | |
| 3 | 1/1/2022 | 1 | 0.00 | 406.25 | 0.00 | 0.00 | 406.25 | 150,000.00 |
| 4 | 2/1/2022 | 1 | 0.00 | 406.25 | 0.00 | 0.00 | 406.25 | 150,000.00 |
| 5 | 3/1/2022 | 1 | 0.00 | 406.25 | 0.00 | 0.00 | 406.25 | 150,000.00 |
| 6 | 4/1/2022 | 1 | 0.00 | 406.25 | 0.00 | 0.00 | 406.25 | 150,000.00 |
| 7 | 5/1/2022 | 2 | 324.72 | 406.25 | 0.00 | 0.00 | 730.97 | 149,675.28 |
| 8 | 6/1/2022 | 2 | 325.60 | 405.37 | 0.00 | 0.00 | 730.97 | 149,349.68 |
| 9 | 7/1/2022 | 2 | 326.48 | 404.49 | 0.00 | 0.00 | 730.97 | 149,023.20 |
| 10 | 8/1/2022 | 2 | 327.37 | 403.60 | 0.00 | 0.00 | 730.97 | 148,695.83 |
| 11 | 9/1/2022 | 2 | 328.25 | 402.72 | 0.00 | 0.00 | 730.97 | 148,367.58 |
| 12 | 10/1/2022 | 2 | 329.14 | 401.83 | 0.00 | 0.00 | 730.97 | 148,038.44 |
| 13 | 11/1/2022 | 2 | 330.03 | 400.94 | 0.00 | 0.00 | 730.97 | 147,708.41 |
| 14 | 12/1/2022 | 2 | 330.93 | 400.04 | 0.00 | 0.00 | 730.97 | 147,377.48 |
| <i>Due in 2022</i> | | | <i>2,622.52</i> | <i>4,850.24</i> | <i>0.00</i> | <i>0.00</i> | <i>7,472.76</i> | |
| 15 | 1/1/2023 | 2 | 331.82 | 399.15 | 0.00 | 0.00 | 730.97 | 147,045.66 |
| 16 | 2/1/2023 | 2 | 332.72 | 398.25 | 0.00 | 0.00 | 730.97 | 146,712.94 |
| 17 | 3/1/2023 | 2 | 333.62 | 397.35 | 0.00 | 0.00 | 730.97 | 146,379.32 |
| 18 | 4/1/2023 | 2 | 334.53 | 396.44 | 0.00 | 0.00 | 730.97 | 146,044.79 |
| 19 | 5/1/2023 | 2 | 335.43 | 395.54 | 0.00 | 0.00 | 730.97 | 145,709.36 |
| 20 | 6/1/2023 | 2 | 336.34 | 394.63 | 0.00 | 0.00 | 730.97 | 145,373.02 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 21 | 7/1/2023 | 2 | 337.25 | 393.72 | 0.00 | 0.00 | 730.97 | 145,035.77 |
| 22 | 8/1/2023 | 2 | 338.16 | 392.81 | 0.00 | 0.00 | 730.97 | 144,697.61 |
| 23 | 9/1/2023 | 2 | 339.08 | 391.89 | 0.00 | 0.00 | 730.97 | 144,358.53 |
| 24 | 10/1/2023 | 2 | 340.00 | 390.97 | 0.00 | 0.00 | 730.97 | 144,018.53 |
| 25 | 11/1/2023 | 2 | 340.92 | 390.05 | 0.00 | 0.00 | 730.97 | 143,677.61 |
| 26 | 12/1/2023 | 2 | 341.84 | 389.13 | 0.00 | 0.00 | 730.97 | 143,335.77 |
| <i>Due in 2023</i> | | | <i>4,041.71</i> | <i>4,729.93</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 27 | 1/1/2024 | 2 | 342.77 | 388.20 | 0.00 | 0.00 | 730.97 | 142,993.00 |
| 28 | 2/1/2024 | 2 | 343.70 | 387.27 | 0.00 | 0.00 | 730.97 | 142,649.30 |
| 29 | 3/1/2024 | 2 | 344.63 | 386.34 | 0.00 | 0.00 | 730.97 | 142,304.67 |
| 30 | 4/1/2024 | 2 | 345.56 | 385.41 | 0.00 | 0.00 | 730.97 | 141,959.11 |
| 31 | 5/1/2024 | 2 | 346.50 | 384.47 | 0.00 | 0.00 | 730.97 | 141,612.61 |
| 32 | 6/1/2024 | 2 | 347.44 | 383.53 | 0.00 | 0.00 | 730.97 | 141,265.17 |
| 33 | 7/1/2024 | 2 | 348.38 | 382.59 | 0.00 | 0.00 | 730.97 | 140,916.79 |
| 34 | 8/1/2024 | 2 | 349.32 | 381.65 | 0.00 | 0.00 | 730.97 | 140,567.47 |
| 35 | 9/1/2024 | 2 | 350.27 | 380.70 | 0.00 | 0.00 | 730.97 | 140,217.20 |
| 36 | 10/1/2024 | 2 | 351.22 | 379.75 | 0.00 | 0.00 | 730.97 | 139,865.98 |
| 37 | 11/1/2024 | 2 | 352.17 | 378.80 | 0.00 | 0.00 | 730.97 | 139,513.81 |
| 38 | 12/1/2024 | 2 | 353.12 | 377.85 | 0.00 | 0.00 | 730.97 | 139,160.69 |
| <i>Due in 2024</i> | | | <i>4,175.08</i> | <i>4,596.56</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 39 | 1/1/2025 | 2 | 354.08 | 376.89 | 0.00 | 0.00 | 730.97 | 138,806.61 |
| 40 | 2/1/2025 | 2 | 355.04 | 375.93 | 0.00 | 0.00 | 730.97 | 138,451.57 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 41 | 3/1/2025 | 2 | 356.00 | 374.97 | 0.00 | 0.00 | 730.97 | 138,095.57 |
| 42 | 4/1/2025 | 2 | 356.96 | 374.01 | 0.00 | 0.00 | 730.97 | 137,738.61 |
| 43 | 5/1/2025 | 2 | 357.93 | 373.04 | 0.00 | 0.00 | 730.97 | 137,380.68 |
| 44 | 6/1/2025 | 2 | 358.90 | 372.07 | 0.00 | 0.00 | 730.97 | 137,021.78 |
| 45 | 7/1/2025 | 2 | 359.87 | 371.10 | 0.00 | 0.00 | 730.97 | 136,661.91 |
| 46 | 8/1/2025 | 2 | 360.84 | 370.13 | 0.00 | 0.00 | 730.97 | 136,301.07 |
| 47 | 9/1/2025 | 2 | 361.82 | 369.15 | 0.00 | 0.00 | 730.97 | 135,939.25 |
| 48 | 10/1/2025 | 2 | 362.80 | 368.17 | 0.00 | 0.00 | 730.97 | 135,576.45 |
| 49 | 11/1/2025 | 2 | 363.78 | 367.19 | 0.00 | 0.00 | 730.97 | 135,212.67 |
| 50 | 12/1/2025 | 2 | 364.77 | 366.20 | 0.00 | 0.00 | 730.97 | 134,847.90 |
| <i>Due in 2025</i> | | | <i>4,312.79</i> | <i>4,458.85</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 51 | 1/1/2026 | 2 | 365.76 | 365.21 | 0.00 | 0.00 | 730.97 | 134,482.14 |
| 52 | 2/1/2026 | 2 | 366.75 | 364.22 | 0.00 | 0.00 | 730.97 | 134,115.39 |
| 53 | 3/1/2026 | 2 | 367.74 | 363.23 | 0.00 | 0.00 | 730.97 | 133,747.65 |
| 54 | 4/1/2026 | 2 | 368.74 | 362.23 | 0.00 | 0.00 | 730.97 | 133,378.91 |
| 55 | 5/1/2026 | 2 | 369.74 | 361.23 | 0.00 | 0.00 | 730.97 | 133,009.17 |
| 56 | 6/1/2026 | 2 | 370.74 | 360.23 | 0.00 | 0.00 | 730.97 | 132,638.43 |
| 57 | 7/1/2026 | 2 | 371.74 | 359.23 | 0.00 | 0.00 | 730.97 | 132,266.69 |
| 58 | 8/1/2026 | 2 | 372.75 | 358.22 | 0.00 | 0.00 | 730.97 | 131,893.94 |
| 59 | 9/1/2026 | 2 | 373.76 | 357.21 | 0.00 | 0.00 | 730.97 | 131,520.18 |
| 60 | 10/1/2026 | 2 | 374.77 | 356.20 | 0.00 | 0.00 | 730.97 | 131,145.41 |
| 61 | 11/1/2026 | 2 | 375.78 | 355.19 | 0.00 | 0.00 | 730.97 | 130,769.63 |
| 62 | 12/1/2026 | 2 | 376.80 | 354.17 | 0.00 | 0.00 | 730.97 | 130,392.83 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| <i>Due in 2026</i> | | | <i>4,455.07</i> | <i>4,316.57</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 63 | 1/1/2027 | 2 | 377.82 | 353.15 | 0.00 | 0.00 | 730.97 | 130,015.01 |
| 64 | 2/1/2027 | 2 | 378.85 | 352.12 | 0.00 | 0.00 | 730.97 | 129,636.16 |
| 65 | 3/1/2027 | 2 | 379.87 | 351.10 | 0.00 | 0.00 | 730.97 | 129,256.29 |
| 66 | 4/1/2027 | 2 | 380.90 | 350.07 | 0.00 | 0.00 | 730.97 | 128,875.39 |
| 67 | 5/1/2027 | 2 | 381.93 | 349.04 | 0.00 | 0.00 | 730.97 | 128,493.46 |
| 68 | 6/1/2027 | 2 | 382.97 | 348.00 | 0.00 | 0.00 | 730.97 | 128,110.49 |
| 69 | 7/1/2027 | 2 | 384.00 | 346.97 | 0.00 | 0.00 | 730.97 | 127,726.49 |
| 70 | 8/1/2027 | 2 | 385.04 | 345.93 | 0.00 | 0.00 | 730.97 | 127,341.45 |
| 71 | 9/1/2027 | 2 | 386.09 | 344.88 | 0.00 | 0.00 | 730.97 | 126,955.36 |
| 72 | 10/1/2027 | 2 | 387.13 | 343.84 | 0.00 | 0.00 | 730.97 | 126,568.23 |
| 73 | 11/1/2027 | 2 | 388.18 | 342.79 | 0.00 | 0.00 | 730.97 | 126,180.05 |
| 74 | 12/1/2027 | 2 | 389.23 | 341.74 | 0.00 | 0.00 | 730.97 | 125,790.82 |
| <i>Due in 2027</i> | | | <i>4,602.01</i> | <i>4,169.63</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 75 | 1/1/2028 | 2 | 390.29 | 340.68 | 0.00 | 0.00 | 730.97 | 125,400.53 |
| 76 | 2/1/2028 | 2 | 391.34 | 339.63 | 0.00 | 0.00 | 730.97 | 125,009.19 |
| 77 | 3/1/2028 | 2 | 392.40 | 338.57 | 0.00 | 0.00 | 730.97 | 124,616.79 |
| 78 | 4/1/2028 | 2 | 393.47 | 337.50 | 0.00 | 0.00 | 730.97 | 124,223.32 |
| 79 | 5/1/2028 | 2 | 394.53 | 336.44 | 0.00 | 0.00 | 730.97 | 123,828.79 |
| 80 | 6/1/2028 | 2 | 395.60 | 335.37 | 0.00 | 0.00 | 730.97 | 123,433.19 |
| 81 | 7/1/2028 | 2 | 396.67 | 334.30 | 0.00 | 0.00 | 730.97 | 123,036.52 |
| 82 | 8/1/2028 | 2 | 397.75 | 333.22 | 0.00 | 0.00 | 730.97 | 122,638.77 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 83 | 9/1/2028 | 2 | 398.82 | 332.15 | 0.00 | 0.00 | 730.97 | 122,239.95 |
| 84 | 10/1/2028 | 2 | 399.90 | 331.07 | 0.00 | 0.00 | 730.97 | 121,840.05 |
| 85 | 11/1/2028 | 2 | 400.99 | 329.98 | 0.00 | 0.00 | 730.97 | 121,439.06 |
| 86 | 12/1/2028 | 2 | 402.07 | 328.90 | 0.00 | 0.00 | 730.97 | 121,036.99 |
| <i>Due in 2028</i> | | | <i>4,753.83</i> | <i>4,017.81</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 87 | 1/1/2029 | 2 | 403.16 | 327.81 | 0.00 | 0.00 | 730.97 | 120,633.83 |
| 88 | 2/1/2029 | 2 | 404.25 | 326.72 | 0.00 | 0.00 | 730.97 | 120,229.58 |
| 89 | 3/1/2029 | 2 | 405.35 | 325.62 | 0.00 | 0.00 | 730.97 | 119,824.23 |
| 90 | 4/1/2029 | 2 | 406.45 | 324.52 | 0.00 | 0.00 | 730.97 | 119,417.78 |
| 91 | 5/1/2029 | 2 | 407.55 | 323.42 | 0.00 | 0.00 | 730.97 | 119,010.23 |
| 92 | 6/1/2029 | 2 | 408.65 | 322.32 | 0.00 | 0.00 | 730.97 | 118,601.58 |
| 93 | 7/1/2029 | 2 | 409.76 | 321.21 | 0.00 | 0.00 | 730.97 | 118,191.82 |
| 94 | 8/1/2029 | 2 | 410.87 | 320.10 | 0.00 | 0.00 | 730.97 | 117,780.95 |
| 95 | 9/1/2029 | 2 | 411.98 | 318.99 | 0.00 | 0.00 | 730.97 | 117,368.97 |
| 96 | 10/1/2029 | 2 | 413.10 | 317.87 | 0.00 | 0.00 | 730.97 | 116,955.87 |
| 97 | 11/1/2029 | 2 | 414.21 | 316.76 | 0.00 | 0.00 | 730.97 | 116,541.66 |
| 98 | 12/1/2029 | 2 | 415.34 | 315.63 | 0.00 | 0.00 | 730.97 | 116,126.32 |
| <i>Due in 2029</i> | | | <i>4,910.67</i> | <i>3,860.97</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 99 | 1/1/2030 | 2 | 416.46 | 314.51 | 0.00 | 0.00 | 730.97 | 115,709.86 |
| 100 | 2/1/2030 | 2 | 417.59 | 313.38 | 0.00 | 0.00 | 730.97 | 115,292.27 |
| 101 | 3/1/2030 | 2 | 418.72 | 312.25 | 0.00 | 0.00 | 730.97 | 114,873.55 |
| 102 | 4/1/2030 | 2 | 419.85 | 311.12 | 0.00 | 0.00 | 730.97 | 114,453.70 |
| 103 | 5/1/2030 | 2 | 420.99 | 309.98 | 0.00 | 0.00 | 730.97 | 114,032.71 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 104 | 6/1/2030 | 2 | 422.13 | 308.84 | 0.00 | 0.00 | 730.97 | 113,610.58 |
| 105 | 7/1/2030 | 2 | 423.27 | 307.70 | 0.00 | 0.00 | 730.97 | 113,187.31 |
| 106 | 8/1/2030 | 2 | 424.42 | 306.55 | 0.00 | 0.00 | 730.97 | 112,762.89 |
| 107 | 9/1/2030 | 2 | 425.57 | 305.40 | 0.00 | 0.00 | 730.97 | 112,337.32 |
| 108 | 10/1/2030 | 2 | 426.72 | 304.25 | 0.00 | 0.00 | 730.97 | 111,910.60 |
| 109 | 11/1/2030 | 2 | 427.88 | 303.09 | 0.00 | 0.00 | 730.97 | 111,482.72 |
| 110 | 12/1/2030 | 2 | 429.04 | 301.93 | 0.00 | 0.00 | 730.97 | 111,053.68 |
| <i>Due in 2030</i> | | | <i>5,072.64</i> | <i>3,699.00</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 111 | 1/1/2031 | 2 | 430.20 | 300.77 | 0.00 | 0.00 | 730.97 | 110,623.48 |
| 112 | 2/1/2031 | 2 | 431.36 | 299.61 | 0.00 | 0.00 | 730.97 | 110,192.12 |
| 113 | 3/1/2031 | 2 | 432.53 | 298.44 | 0.00 | 0.00 | 730.97 | 109,759.59 |
| 114 | 4/1/2031 | 2 | 433.70 | 297.27 | 0.00 | 0.00 | 730.97 | 109,325.89 |
| 115 | 5/1/2031 | 2 | 434.88 | 296.09 | 0.00 | 0.00 | 730.97 | 108,891.01 |
| 116 | 6/1/2031 | 2 | 436.06 | 294.91 | 0.00 | 0.00 | 730.97 | 108,454.95 |
| 117 | 7/1/2031 | 2 | 437.24 | 293.73 | 0.00 | 0.00 | 730.97 | 108,017.71 |
| 118 | 8/1/2031 | 2 | 438.42 | 292.55 | 0.00 | 0.00 | 730.97 | 107,579.29 |
| 119 | 9/1/2031 | 2 | 439.61 | 291.36 | 0.00 | 0.00 | 730.97 | 107,139.68 |
| 120 | 10/1/2031 | 2 | 440.80 | 290.17 | 0.00 | 0.00 | 730.97 | 106,698.88 |
| 121 | 11/1/2031 | 2 | 441.99 | 288.98 | 0.00 | 0.00 | 730.97 | 106,256.89 |
| 122 | 12/1/2031 | 2 | 443.19 | 287.78 | 0.00 | 0.00 | 730.97 | 105,813.70 |
| <i>Due in 2031</i> | | | <i>5,239.98</i> | <i>3,531.66</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 123 | 1/1/2032 | 2 | 444.39 | 286.58 | 0.00 | 0.00 | 730.97 | 105,369.31 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 124 | 2/1/2032 | 2 | 445.59 | 285.38 | 0.00 | 0.00 | 730.97 | 104,923.72 |
| 125 | 3/1/2032 | 2 | 446.80 | 284.17 | 0.00 | 0.00 | 730.97 | 104,476.92 |
| 126 | 4/1/2032 | 2 | 448.01 | 282.96 | 0.00 | 0.00 | 730.97 | 104,028.91 |
| 127 | 5/1/2032 | 2 | 449.23 | 281.74 | 0.00 | 0.00 | 730.97 | 103,579.68 |
| 128 | 6/1/2032 | 2 | 450.44 | 280.53 | 0.00 | 0.00 | 730.97 | 103,129.24 |
| 129 | 7/1/2032 | 2 | 451.66 | 279.31 | 0.00 | 0.00 | 730.97 | 102,677.58 |
| 130 | 8/1/2032 | 2 | 452.88 | 278.09 | 0.00 | 0.00 | 730.97 | 102,224.70 |
| 131 | 9/1/2032 | 2 | 454.11 | 276.86 | 0.00 | 0.00 | 730.97 | 101,770.59 |
| 132 | 10/1/2032 | 2 | 455.34 | 275.63 | 0.00 | 0.00 | 730.97 | 101,315.25 |
| 133 | 11/1/2032 | 2 | 456.57 | 274.40 | 0.00 | 0.00 | 730.97 | 100,858.68 |
| 134 | 12/1/2032 | 2 | 457.81 | 273.16 | 0.00 | 0.00 | 730.97 | 100,400.87 |
| <i>Due in 2032</i> | | | <i>5,412.83</i> | <i>3,358.81</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 135 | 1/1/2033 | 2 | 459.05 | 271.92 | 0.00 | 0.00 | 730.97 | 99,941.82 |
| 136 | 2/1/2033 | 2 | 460.29 | 270.68 | 0.00 | 0.00 | 730.97 | 99,481.53 |
| 137 | 3/1/2033 | 2 | 461.54 | 269.43 | 0.00 | 0.00 | 730.97 | 99,019.99 |
| 138 | 4/1/2033 | 2 | 462.79 | 268.18 | 0.00 | 0.00 | 730.97 | 98,557.20 |
| 139 | 5/1/2033 | 2 | 464.04 | 266.93 | 0.00 | 0.00 | 730.97 | 98,093.16 |
| 140 | 6/1/2033 | 2 | 465.30 | 265.67 | 0.00 | 0.00 | 730.97 | 97,627.86 |
| 141 | 7/1/2033 | 2 | 466.56 | 264.41 | 0.00 | 0.00 | 730.97 | 97,161.30 |
| 142 | 8/1/2033 | 2 | 467.82 | 263.15 | 0.00 | 0.00 | 730.97 | 96,693.48 |
| 143 | 9/1/2033 | 2 | 469.09 | 261.88 | 0.00 | 0.00 | 730.97 | 96,224.39 |
| 144 | 10/1/2033 | 2 | 470.36 | 260.61 | 0.00 | 0.00 | 730.97 | 95,754.03 |
| 145 | 11/1/2033 | 2 | 471.64 | 259.33 | 0.00 | 0.00 | 730.97 | 95,282.39 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 146 | 12/1/2033 | 2 | 472.91 | 258.06 | 0.00 | 0.00 | 730.97 | 94,809.48 |
| <i>Due in 2033</i> | | | <i>5,591.39</i> | <i>3,180.25</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 147 | 1/1/2034 | 2 | 474.19 | 256.78 | 0.00 | 0.00 | 730.97 | 94,335.29 |
| 148 | 2/1/2034 | 2 | 475.48 | 255.49 | 0.00 | 0.00 | 730.97 | 93,859.81 |
| 149 | 3/1/2034 | 2 | 476.77 | 254.20 | 0.00 | 0.00 | 730.97 | 93,383.04 |
| 150 | 4/1/2034 | 2 | 478.06 | 252.91 | 0.00 | 0.00 | 730.97 | 92,904.98 |
| 151 | 5/1/2034 | 2 | 479.35 | 251.62 | 0.00 | 0.00 | 730.97 | 92,425.63 |
| 152 | 6/1/2034 | 2 | 480.65 | 250.32 | 0.00 | 0.00 | 730.97 | 91,944.98 |
| 153 | 7/1/2034 | 2 | 481.95 | 249.02 | 0.00 | 0.00 | 730.97 | 91,463.03 |
| 154 | 8/1/2034 | 2 | 483.26 | 247.71 | 0.00 | 0.00 | 730.97 | 90,979.77 |
| 155 | 9/1/2034 | 2 | 484.57 | 246.40 | 0.00 | 0.00 | 730.97 | 90,495.20 |
| 156 | 10/1/2034 | 2 | 485.88 | 245.09 | 0.00 | 0.00 | 730.97 | 90,009.32 |
| 157 | 11/1/2034 | 2 | 487.19 | 243.78 | 0.00 | 0.00 | 730.97 | 89,522.13 |
| 158 | 12/1/2034 | 2 | 488.51 | 242.46 | 0.00 | 0.00 | 730.97 | 89,033.62 |
| <i>Due in 2034</i> | | | <i>5,775.86</i> | <i>2,995.78</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 159 | 1/1/2035 | 2 | 489.84 | 241.13 | 0.00 | 0.00 | 730.97 | 88,543.78 |
| 160 | 2/1/2035 | 2 | 491.16 | 239.81 | 0.00 | 0.00 | 730.97 | 88,052.62 |
| 161 | 3/1/2035 | 2 | 492.49 | 238.48 | 0.00 | 0.00 | 730.97 | 87,560.13 |
| 162 | 4/1/2035 | 2 | 493.83 | 237.14 | 0.00 | 0.00 | 730.97 | 87,066.30 |
| 163 | 5/1/2035 | 2 | 495.17 | 235.80 | 0.00 | 0.00 | 730.97 | 86,571.13 |
| 164 | 6/1/2035 | 2 | 496.51 | 234.46 | 0.00 | 0.00 | 730.97 | 86,074.62 |
| 165 | 7/1/2035 | 2 | 497.85 | 233.12 | 0.00 | 0.00 | 730.97 | 85,576.77 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 166 | 8/1/2035 | 2 | 499.20 | 231.77 | 0.00 | 0.00 | 730.97 | 85,077.57 |
| 167 | 9/1/2035 | 2 | 500.55 | 230.42 | 0.00 | 0.00 | 730.97 | 84,577.02 |
| 168 | 10/1/2035 | 2 | 501.91 | 229.06 | 0.00 | 0.00 | 730.97 | 84,075.11 |
| 169 | 11/1/2035 | 2 | 503.27 | 227.70 | 0.00 | 0.00 | 730.97 | 83,571.84 |
| 170 | 12/1/2035 | 2 | 504.63 | 226.34 | 0.00 | 0.00 | 730.97 | 83,067.21 |
| <i>Due in 2035</i> | | | <i>5,966.41</i> | <i>2,805.23</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 171 | 1/1/2036 | 2 | 506.00 | 224.97 | 0.00 | 0.00 | 730.97 | 82,561.21 |
| 172 | 2/1/2036 | 2 | 507.37 | 223.60 | 0.00 | 0.00 | 730.97 | 82,053.84 |
| 173 | 3/1/2036 | 2 | 508.74 | 222.23 | 0.00 | 0.00 | 730.97 | 81,545.10 |
| 174 | 4/1/2036 | 2 | 510.12 | 220.85 | 0.00 | 0.00 | 730.97 | 81,034.98 |
| 175 | 5/1/2036 | 2 | 511.50 | 219.47 | 0.00 | 0.00 | 730.97 | 80,523.48 |
| 176 | 6/1/2036 | 2 | 512.89 | 218.08 | 0.00 | 0.00 | 730.97 | 80,010.59 |
| 177 | 7/1/2036 | 2 | 514.27 | 216.70 | 0.00 | 0.00 | 730.97 | 79,496.32 |
| 178 | 8/1/2036 | 2 | 515.67 | 215.30 | 0.00 | 0.00 | 730.97 | 78,980.65 |
| 179 | 9/1/2036 | 2 | 517.06 | 213.91 | 0.00 | 0.00 | 730.97 | 78,463.59 |
| 180 | 10/1/2036 | 2 | 518.46 | 212.51 | 0.00 | 0.00 | 730.97 | 77,945.13 |
| 181 | 11/1/2036 | 2 | 519.87 | 211.10 | 0.00 | 0.00 | 730.97 | 77,425.26 |
| 182 | 12/1/2036 | 2 | 521.28 | 209.69 | 0.00 | 0.00 | 730.97 | 76,903.98 |
| <i>Due in 2036</i> | | | <i>6,163.23</i> | <i>2,608.41</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 183 | 1/1/2037 | 2 | 522.69 | 208.28 | 0.00 | 0.00 | 730.97 | 76,381.29 |
| 184 | 2/1/2037 | 2 | 524.10 | 206.87 | 0.00 | 0.00 | 730.97 | 75,857.19 |
| 185 | 3/1/2037 | 2 | 525.52 | 205.45 | 0.00 | 0.00 | 730.97 | 75,331.67 |
| 186 | 4/1/2037 | 2 | 526.95 | 204.02 | 0.00 | 0.00 | 730.97 | 74,804.72 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 187 | 5/1/2037 | 2 | 528.37 | 202.60 | 0.00 | 0.00 | 730.97 | 74,276.35 |
| 188 | 6/1/2037 | 2 | 529.80 | 201.17 | 0.00 | 0.00 | 730.97 | 73,746.55 |
| 189 | 7/1/2037 | 2 | 531.24 | 199.73 | 0.00 | 0.00 | 730.97 | 73,215.31 |
| 190 | 8/1/2037 | 2 | 532.68 | 198.29 | 0.00 | 0.00 | 730.97 | 72,682.63 |
| 191 | 9/1/2037 | 2 | 534.12 | 196.85 | 0.00 | 0.00 | 730.97 | 72,148.51 |
| 192 | 10/1/2037 | 2 | 535.57 | 195.40 | 0.00 | 0.00 | 730.97 | 71,612.94 |
| 193 | 11/1/2037 | 2 | 537.02 | 193.95 | 0.00 | 0.00 | 730.97 | 71,075.92 |
| 194 | 12/1/2037 | 2 | 538.47 | 192.50 | 0.00 | 0.00 | 730.97 | 70,537.45 |
| <i>Due in 2037</i> | | | <i>6,366.53</i> | <i>2,405.11</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 195 | 1/1/2038 | 2 | 539.93 | 191.04 | 0.00 | 0.00 | 730.97 | 69,997.52 |
| 196 | 2/1/2038 | 2 | 541.39 | 189.58 | 0.00 | 0.00 | 730.97 | 69,456.13 |
| 197 | 3/1/2038 | 2 | 542.86 | 188.11 | 0.00 | 0.00 | 730.97 | 68,913.27 |
| 198 | 4/1/2038 | 2 | 544.33 | 186.64 | 0.00 | 0.00 | 730.97 | 68,368.94 |
| 199 | 5/1/2038 | 2 | 545.80 | 185.17 | 0.00 | 0.00 | 730.97 | 67,823.14 |
| 200 | 6/1/2038 | 2 | 547.28 | 183.69 | 0.00 | 0.00 | 730.97 | 67,275.86 |
| 201 | 7/1/2038 | 2 | 548.76 | 182.21 | 0.00 | 0.00 | 730.97 | 66,727.10 |
| 202 | 8/1/2038 | 2 | 550.25 | 180.72 | 0.00 | 0.00 | 730.97 | 66,176.85 |
| 203 | 9/1/2038 | 2 | 551.74 | 179.23 | 0.00 | 0.00 | 730.97 | 65,625.11 |
| 204 | 10/1/2038 | 2 | 553.24 | 177.73 | 0.00 | 0.00 | 730.97 | 65,071.87 |
| 205 | 11/1/2038 | 2 | 554.73 | 176.24 | 0.00 | 0.00 | 730.97 | 64,517.14 |
| 206 | 12/1/2038 | 2 | 556.24 | 174.73 | 0.00 | 0.00 | 730.97 | 63,960.90 |
| <i>Due in 2038</i> | | | <i>6,576.55</i> | <i>2,195.09</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 207 | 1/1/2039 | 2 | 557.74 | 173.23 | 0.00 | 0.00 | 730.97 | 63,403.16 |
| 208 | 2/1/2039 | 2 | 559.25 | 171.72 | 0.00 | 0.00 | 730.97 | 62,843.91 |
| 209 | 3/1/2039 | 2 | 560.77 | 170.20 | 0.00 | 0.00 | 730.97 | 62,283.14 |
| 210 | 4/1/2039 | 2 | 562.29 | 168.68 | 0.00 | 0.00 | 730.97 | 61,720.85 |
| 211 | 5/1/2039 | 2 | 563.81 | 167.16 | 0.00 | 0.00 | 730.97 | 61,157.04 |
| 212 | 6/1/2039 | 2 | 565.34 | 165.63 | 0.00 | 0.00 | 730.97 | 60,591.70 |
| 213 | 7/1/2039 | 2 | 566.87 | 164.10 | 0.00 | 0.00 | 730.97 | 60,024.83 |
| 214 | 8/1/2039 | 2 | 568.40 | 162.57 | 0.00 | 0.00 | 730.97 | 59,456.43 |
| 215 | 9/1/2039 | 2 | 569.94 | 161.03 | 0.00 | 0.00 | 730.97 | 58,886.49 |
| 216 | 10/1/2039 | 2 | 571.49 | 159.48 | 0.00 | 0.00 | 730.97 | 58,315.00 |
| 217 | 11/1/2039 | 2 | 573.03 | 157.94 | 0.00 | 0.00 | 730.97 | 57,741.97 |
| 218 | 12/1/2039 | 2 | 574.59 | 156.38 | 0.00 | 0.00 | 730.97 | 57,167.38 |
| <i>Due in 2039</i> | | | <i>6,793.52</i> | <i>1,978.12</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 219 | 1/1/2040 | 2 | 576.14 | 154.83 | 0.00 | 0.00 | 730.97 | 56,591.24 |
| 220 | 2/1/2040 | 2 | 577.70 | 153.27 | 0.00 | 0.00 | 730.97 | 56,013.54 |
| 221 | 3/1/2040 | 2 | 579.27 | 151.70 | 0.00 | 0.00 | 730.97 | 55,434.27 |
| 222 | 4/1/2040 | 2 | 580.84 | 150.13 | 0.00 | 0.00 | 730.97 | 54,853.43 |
| 223 | 5/1/2040 | 2 | 582.41 | 148.56 | 0.00 | 0.00 | 730.97 | 54,271.02 |
| 224 | 6/1/2040 | 2 | 583.99 | 146.98 | 0.00 | 0.00 | 730.97 | 53,687.03 |
| 225 | 7/1/2040 | 2 | 585.57 | 145.40 | 0.00 | 0.00 | 730.97 | 53,101.46 |
| 226 | 8/1/2040 | 2 | 587.15 | 143.82 | 0.00 | 0.00 | 730.97 | 52,514.31 |
| 227 | 9/1/2040 | 2 | 588.74 | 142.23 | 0.00 | 0.00 | 730.97 | 51,925.57 |
| 228 | 10/1/2040 | 2 | 590.34 | 140.63 | 0.00 | 0.00 | 730.97 | 51,335.23 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 229 | 11/1/2040 | 2 | 591.94 | 139.03 | 0.00 | 0.00 | 730.97 | 50,743.29 |
| 230 | 12/1/2040 | 2 | 593.54 | 137.43 | 0.00 | 0.00 | 730.97 | 50,149.75 |
| <i>Due in 2040</i> | | | <i>7,017.63</i> | <i>1,754.01</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 231 | 1/1/2041 | 2 | 595.15 | 135.82 | 0.00 | 0.00 | 730.97 | 49,554.60 |
| 232 | 2/1/2041 | 2 | 596.76 | 134.21 | 0.00 | 0.00 | 730.97 | 48,957.84 |
| 233 | 3/1/2041 | 2 | 598.38 | 132.59 | 0.00 | 0.00 | 730.97 | 48,359.46 |
| 234 | 4/1/2041 | 2 | 600.00 | 130.97 | 0.00 | 0.00 | 730.97 | 47,759.46 |
| 235 | 5/1/2041 | 2 | 601.62 | 129.35 | 0.00 | 0.00 | 730.97 | 47,157.84 |
| 236 | 6/1/2041 | 2 | 603.25 | 127.72 | 0.00 | 0.00 | 730.97 | 46,554.59 |
| 237 | 7/1/2041 | 2 | 604.88 | 126.09 | 0.00 | 0.00 | 730.97 | 45,949.71 |
| 238 | 8/1/2041 | 2 | 606.52 | 124.45 | 0.00 | 0.00 | 730.97 | 45,343.19 |
| 239 | 9/1/2041 | 2 | 608.17 | 122.80 | 0.00 | 0.00 | 730.97 | 44,735.02 |
| 240 | 10/1/2041 | 2 | 609.81 | 121.16 | 0.00 | 0.00 | 730.97 | 44,125.21 |
| 241 | 11/1/2041 | 2 | 611.46 | 119.51 | 0.00 | 0.00 | 730.97 | 43,513.75 |
| 242 | 12/1/2041 | 2 | 613.12 | 117.85 | 0.00 | 0.00 | 730.97 | 42,900.63 |
| <i>Due in 2041</i> | | | <i>7,249.12</i> | <i>1,522.52</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 243 | 1/1/2042 | 2 | 614.78 | 116.19 | 0.00 | 0.00 | 730.97 | 42,285.85 |
| 244 | 2/1/2042 | 2 | 616.45 | 114.52 | 0.00 | 0.00 | 730.97 | 41,669.40 |
| 245 | 3/1/2042 | 2 | 618.12 | 112.85 | 0.00 | 0.00 | 730.97 | 41,051.28 |
| 246 | 4/1/2042 | 2 | 619.79 | 111.18 | 0.00 | 0.00 | 730.97 | 40,431.49 |
| 247 | 5/1/2042 | 2 | 621.47 | 109.50 | 0.00 | 0.00 | 730.97 | 39,810.02 |
| 248 | 6/1/2042 | 2 | 623.15 | 107.82 | 0.00 | 0.00 | 730.97 | 39,186.87 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|-----------------|-------------|-------------|-----------------|--------------|
| 249 | 7/1/2042 | 2 | 624.84 | 106.13 | 0.00 | 0.00 | 730.97 | 38,562.03 |
| 250 | 8/1/2042 | 2 | 626.53 | 104.44 | 0.00 | 0.00 | 730.97 | 37,935.50 |
| 251 | 9/1/2042 | 2 | 628.23 | 102.74 | 0.00 | 0.00 | 730.97 | 37,307.27 |
| 252 | 10/1/2042 | 2 | 629.93 | 101.04 | 0.00 | 0.00 | 730.97 | 36,677.34 |
| 253 | 11/1/2042 | 2 | 631.64 | 99.33 | 0.00 | 0.00 | 730.97 | 36,045.70 |
| 254 | 12/1/2042 | 2 | 633.35 | 97.62 | 0.00 | 0.00 | 730.97 | 35,412.35 |
| <i>Due in 2042</i> | | | <i>7,488.28</i> | <i>1,283.36</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 255 | 1/1/2043 | 2 | 635.06 | 95.91 | 0.00 | 0.00 | 730.97 | 34,777.29 |
| 256 | 2/1/2043 | 2 | 636.78 | 94.19 | 0.00 | 0.00 | 730.97 | 34,140.51 |
| 257 | 3/1/2043 | 2 | 638.51 | 92.46 | 0.00 | 0.00 | 730.97 | 33,502.00 |
| 258 | 4/1/2043 | 2 | 640.24 | 90.73 | 0.00 | 0.00 | 730.97 | 32,861.76 |
| 259 | 5/1/2043 | 2 | 641.97 | 89.00 | 0.00 | 0.00 | 730.97 | 32,219.79 |
| 260 | 6/1/2043 | 2 | 643.71 | 87.26 | 0.00 | 0.00 | 730.97 | 31,576.08 |
| 261 | 7/1/2043 | 2 | 645.45 | 85.52 | 0.00 | 0.00 | 730.97 | 30,930.63 |
| 262 | 8/1/2043 | 2 | 647.20 | 83.77 | 0.00 | 0.00 | 730.97 | 30,283.43 |
| 263 | 9/1/2043 | 2 | 648.95 | 82.02 | 0.00 | 0.00 | 730.97 | 29,634.48 |
| 264 | 10/1/2043 | 2 | 650.71 | 80.26 | 0.00 | 0.00 | 730.97 | 28,983.77 |
| 265 | 11/1/2043 | 2 | 652.47 | 78.50 | 0.00 | 0.00 | 730.97 | 28,331.30 |
| 266 | 12/1/2043 | 2 | 654.24 | 76.73 | 0.00 | 0.00 | 730.97 | 27,677.06 |
| <i>Due in 2043</i> | | | <i>7,735.29</i> | <i>1,036.35</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 267 | 1/1/2044 | 2 | 656.01 | 74.96 | 0.00 | 0.00 | 730.97 | 27,021.05 |
| 268 | 2/1/2044 | 2 | 657.79 | 73.18 | 0.00 | 0.00 | 730.97 | 26,363.26 |
| 269 | 3/1/2044 | 2 | 659.57 | 71.40 | 0.00 | 0.00 | 730.97 | 25,703.69 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:** 1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|-----------------|---------------|-------------|-------------|-----------------|--------------|
| 270 | 4/1/2044 | 2 | 661.36 | 69.61 | 0.00 | 0.00 | 730.97 | 25,042.33 |
| 271 | 5/1/2044 | 2 | 663.15 | 67.82 | 0.00 | 0.00 | 730.97 | 24,379.18 |
| 272 | 6/1/2044 | 2 | 664.94 | 66.03 | 0.00 | 0.00 | 730.97 | 23,714.24 |
| 273 | 7/1/2044 | 2 | 666.74 | 64.23 | 0.00 | 0.00 | 730.97 | 23,047.50 |
| 274 | 8/1/2044 | 2 | 668.55 | 62.42 | 0.00 | 0.00 | 730.97 | 22,378.95 |
| 275 | 9/1/2044 | 2 | 670.36 | 60.61 | 0.00 | 0.00 | 730.97 | 21,708.59 |
| 276 | 10/1/2044 | 2 | 672.18 | 58.79 | 0.00 | 0.00 | 730.97 | 21,036.41 |
| 277 | 11/1/2044 | 2 | 674.00 | 56.97 | 0.00 | 0.00 | 730.97 | 20,362.41 |
| 278 | 12/1/2044 | 2 | 675.82 | 55.15 | 0.00 | 0.00 | 730.97 | 19,686.59 |
| <i>Due in 2044</i> | | | <i>7,990.47</i> | <i>781.17</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 279 | 1/1/2045 | 2 | 677.65 | 53.32 | 0.00 | 0.00 | 730.97 | 19,008.94 |
| 280 | 2/1/2045 | 2 | 679.49 | 51.48 | 0.00 | 0.00 | 730.97 | 18,329.45 |
| 281 | 3/1/2045 | 2 | 681.33 | 49.64 | 0.00 | 0.00 | 730.97 | 17,648.12 |
| 282 | 4/1/2045 | 2 | 683.17 | 47.80 | 0.00 | 0.00 | 730.97 | 16,964.95 |
| 283 | 5/1/2045 | 2 | 685.02 | 45.95 | 0.00 | 0.00 | 730.97 | 16,279.93 |
| 284 | 6/1/2045 | 2 | 686.88 | 44.09 | 0.00 | 0.00 | 730.97 | 15,593.05 |
| 285 | 7/1/2045 | 2 | 688.74 | 42.23 | 0.00 | 0.00 | 730.97 | 14,904.31 |
| 286 | 8/1/2045 | 2 | 690.60 | 40.37 | 0.00 | 0.00 | 730.97 | 14,213.71 |
| 287 | 9/1/2045 | 2 | 692.47 | 38.50 | 0.00 | 0.00 | 730.97 | 13,521.24 |
| 288 | 10/1/2045 | 2 | 694.35 | 36.62 | 0.00 | 0.00 | 730.97 | 12,826.89 |
| 289 | 11/1/2045 | 2 | 696.23 | 34.74 | 0.00 | 0.00 | 730.97 | 12,130.66 |
| 290 | 12/1/2045 | 2 | 698.12 | 32.85 | 0.00 | 0.00 | 730.97 | 11,432.54 |

Model Amortization Schedule

Loan Amount: \$150,000.00 Full Drawdown on: 10/20/2021

- Phases:**
1. Due 11/1/2021 for 6 Months, Interest Only (Traditional Mtg Monthly) at 3.25%
 2. Due 5/1/2022 for 294 Months, Typ P+I \$730.97, Traditional Mortgage: Constant Payment, balloon approx. \$5,078 at 3.25%

| Pmt # | Due or Draw Date | Phase # | Principal | Interest | Escrow | Service Fee | Total Pmt | Loan Balance |
|--------------------|------------------|---------|------------------|---------------|-------------|-------------|------------------|--------------|
| <i>Due in 2045</i> | | | <i>8,254.05</i> | <i>517.59</i> | <i>0.00</i> | <i>0.00</i> | <i>8,771.64</i> | |
| 291 | 1/1/2046 | 2 | 700.01 | 30.96 | 0.00 | 0.00 | 730.97 | 10,732.53 |
| 292 | 2/1/2046 | 2 | 701.90 | 29.07 | 0.00 | 0.00 | 730.97 | 10,030.63 |
| 293 | 3/1/2046 | 2 | 703.80 | 27.17 | 0.00 | 0.00 | 730.97 | 9,326.83 |
| 294 | 4/1/2046 | 2 | 705.71 | 25.26 | 0.00 | 0.00 | 730.97 | 8,621.12 |
| 295 | 5/1/2046 | 2 | 707.62 | 23.35 | 0.00 | 0.00 | 730.97 | 7,913.50 |
| 296 | 6/1/2046 | 2 | 709.54 | 21.43 | 0.00 | 0.00 | 730.97 | 7,203.96 |
| 297 | 7/1/2046 | 2 | 711.46 | 19.51 | 0.00 | 0.00 | 730.97 | 6,492.50 |
| 298 | 8/1/2046 | 2 | 713.39 | 17.58 | 0.00 | 0.00 | 730.97 | 5,779.11 |
| 299 | 9/1/2046 | 2 | 715.32 | 15.65 | 0.00 | 0.00 | 730.97 | 5,063.79 |
| 300 | 10/1/2046 | 2 | 5,063.79 | 13.71 | 0.00 | 0.00 | 5,077.50 | 0.00 |
| <i>Due in 2046</i> | | | <i>11,432.54</i> | <i>223.69</i> | <i>0.00</i> | <i>0.00</i> | <i>11,656.23</i> | |
| Total: | | | 150,000.00 | 71,445.44 | 0.00 | 0.00 | 221,445.44 | |

End of Report Processing at: 10/19/2021 12:46:41 PM

Residential Market Analysis
--- Strategy Planning Guidelines ---
West Allis, Wisconsin

Prepared on behalf of:

City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

February 8, 2021



TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS
1375 E. WOODFIELD ROAD, SUITE 520
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TRACY CROSS & ASSOCIATES, INC.

INTRODUCTION

At the request of the City of West Allis, Tracy Cross & Associates, Inc. evaluated the market potential for residential development/redevelopment initiatives in West Allis, Milwaukee County, Wisconsin. Specifically focusing upon new construction housing opportunities throughout the municipality, this analysis establishes the following:

- Conclusions regarding the depth of the market for new “infill” housing development/redevelopment throughout the city of West Allis based upon pertinent economic, demographic, and residential trends which define the marketplace.
- Conclusions regarding highest-and-best residential uses within the city over the next 5+ years. These conclusions are based upon factors associated with the location of West Allis, the depth of the market, demographic and socio-economic characteristics of existing and future households, and the alignment of residential developments, both existing and planned.
- Detailed recommendations regarding those housing forms viewed to hold measurable market support near- to mid-term. Investigative uses range from multifamily rental apartments to all forms of for sale housing such as condominiums, townhomes/rowhomes, single family, etc. These recommendations address specific product types, plan styles/sizes, features/amenities, etc., along with benchmark rent/pricing strategies necessary to achieve acceptable levels of absorption. Please note that these recommendations will focus on all segments of the market ranging from younger (entry level) profiles to various types of senior households.
- A detailed development matrix outlining the most marketable mix of residential uses in order to facilitate/inform future planning efforts, architecture, financial modeling, approvals, marketing, etc.
- A geographic positioning strategy for the introduction of new housing development in West Allis focusing on selected properties as well as other areas of the municipality. As a part of this analysis, Cross will specifically evaluate certain developments currently in the planning/approval process.

WORK PLAN

The work plan for this assignment involved a series of inter-related research investigations as outlined below:

- A thorough investigation of West Allis and surrounding areas to determine geographic boundaries of the local market area; identify factors which may impact residential potentials within the municipality; and examine properties that may be suitable for residential development or redevelopment.
- An analysis of all relevant employment, demographic and residential construction trends and statistics including an evaluation of key socio-economic variables of area households.
- An audit of selected residential alignments in the defined market area in order to assess the competitive environment.
- A case study evaluation of “like” residential developments throughout various markets of the country in order to assess trends, products, performance levels, etc.

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THE REPORT

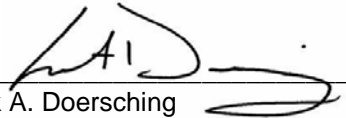
This report is divided into four sections which integrate economic, demographic, and competitive data. Of particular importance is **Section 1** which characterizes the city of West Allis and its environs and forwards detailed conclusions and recommendations regarding the highest and best residential development/redevelopment opportunities going forward. Not to be dismissed, however, are the remaining three sections which can be defined as *fundamentals*. **Section 2**, for instance, provides an outlook for future conventional housing demand in the market area based upon all demand-related variables, while **Sections 3 and 4** present a thorough analysis of the study area's conventional residential marketplace, along with the senior housing sector.

CERTIFICATION AND SIGNATURE

This analysis represents our objective and independent opinion regarding the market potential for future housing development/redevelopment within the city of West Allis as certified below:

TRACY CROSS & ASSOCIATES, INC.

An Illinois Corporation

By: 
Erik A. Doersching

Its: Executive Vice President and
Managing Partner

Date: February 8, 2021



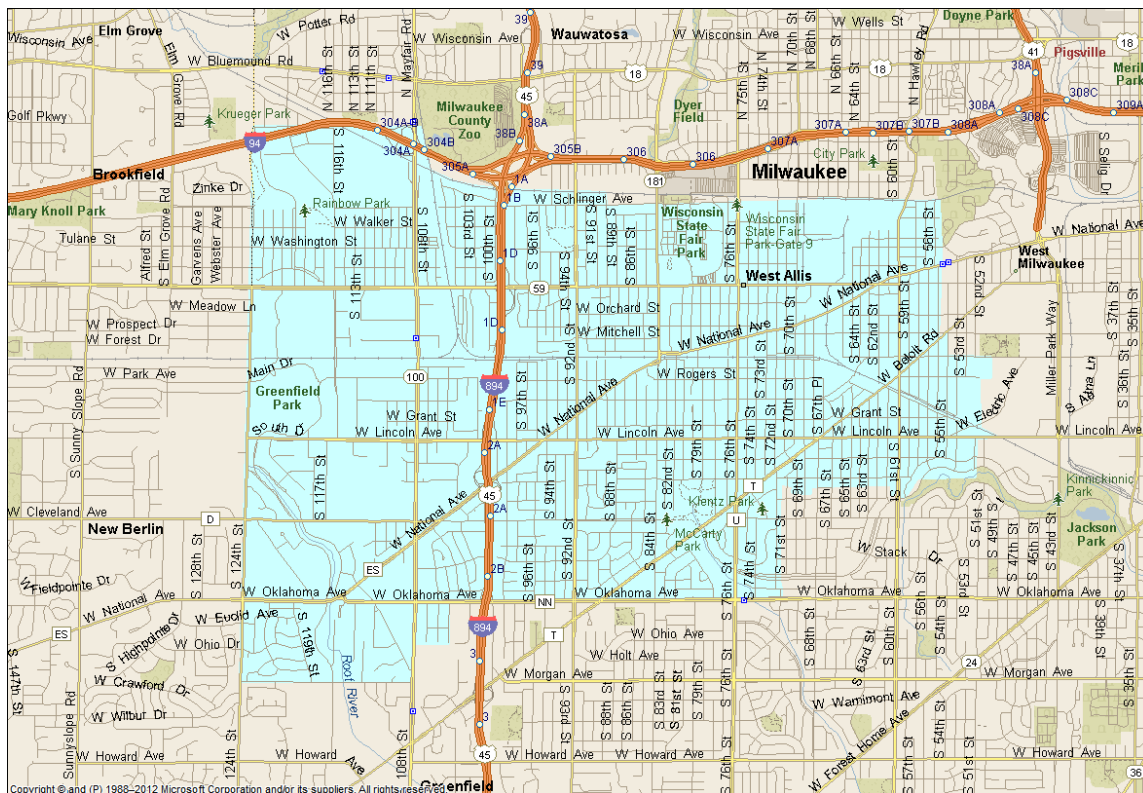


1. A FRAMEWORK FOR PLANNING

The city of West Allis is the 11th largest municipality in the state of Wisconsin with roughly 60,000 residents. It is located just southwest of the city of Milwaukee and supports a total land area of approximately 11.5 square miles. West Allis can be characterized as a residentially mature first-ring suburb of Milwaukee with limited *vacant* land available for large-scale residential development, although a relatively significant number of potential redevelopment sites can be found scattered throughout municipal boundaries.

West Allis is extremely well-served by regional transportation systems including Interstate 94 and the I-894 loop, which are accessible within minutes from most points within the municipality. These major expressways, which connect with other arterials such as I-43, US-45 and US-41, facilitate movement throughout the Milwaukee region linking area residents with major sources of employment in both the suburban area and the city of Milwaukee including downtown Milwaukee 4.5 miles directly to the east/northeast and General Mitchell International Airport 5.5 miles to the east/southeast.

GEOGRAPHIC DELINEATION OF WEST ALLIS, WISCONSIN



Source: Microsoft Streets & Trips and Tracy Cross & Associates, Inc.

West Allis is home to a number of major employers. In addition to the job opportunities that exist among the various service and retail-oriented establishments throughout the municipality, major employers include: Aurora West Allis Hospital (1,870 jobs); West Allis-West Milwaukee School District (989); Quad Graphics (840); Brookdale Senior Living (605); Children's Hospital-Summit Place (575); City of West Allis (515); Aurora at Home (367); Wheaton Franciscan (330); Johnson Controls (287); Village at Manor Park (279); Hansen Lab, Inc. (238); Sullivan/Schein (225); and Milwaukee Area Technical College (220).

Equally as important is the availability of *in-place* shopping facilities. Within minutes of practically anywhere in the city, area residents can find most major retail categories and service providers ranging from grocery, gas and convenience items to various “big box” venues. Additionally, within the heart of West Allis is the city’s downtown business/shopping district featuring an abundance of convenience stores, specialty boutiques, service-oriented shops, restaurants and night spots. This pedestrian-friendly downtown area covers a relatively large area extending for some eight blocks along W. Greenfield Avenue, between S. 68th Street and S. 76th Street.

Located within the general area of downtown at W. National Avenue and S. 66th Street is a permanent facility for one of the Milwaukee region’s oldest and largest farmer’s markets. The West Allis Farmer’s Market is open every Tuesday, Thursday and Saturday from May through November with produce available from a wide variety of farms throughout the state of Wisconsin. This tastefully appointed facility is also utilized by others throughout the year for events such as antique shows, car shows and holiday festivals.



Moreover, in the north central portion of the municipality is the Wisconsin State Fair Park which hosts the annual Wisconsin state fair each August. There are other expositions and events that also occur at State Fair Park year-round such as wedding expositions and car racing events.

Recreational facilities in West Allis include (among others) the 150-acre Greenfield Park and Cool Waters Aquatic Park, along with a wide variety of other open space areas, designated bike paths, etc.

As a first-ring suburb of Milwaukee, the majority of local-area housing can be characterized as older stock single family and multi-family dwellings. At the close of 2020, the city of West Allis was home to nearly 29,500 existing housing units, 85 percent of which were constructed prior to 1970. In addition, a full 63 percent were constructed prior to 1950. Among occupied housing units (or households), approximately 55 percent are owner-occupied with the remaining 45 percent reflecting renters.

Single family homes consist of both bungalow and two-story designs, while most multi-family alternatives include a variety of side-by-side and flat-over-flat duplexes, along with various four-, six- and eight-unit buildings. However, over the last 10 years, a few larger-scale multi-family communities have been constructed in and around the downtown area as a part of redevelopment efforts city-wide. These include, primarily, market rate apartments, along with some senior housing and for sale condominiums.

The influx of larger-scale market rate apartments in West Allis has been most prevalent. It began with the development of the 178-unit *Six Points* community in 2009 located at 6519 W. Greenfield Avenue. Following the introduction of Six Points, several years passed before two new large-scale communities entered the local market. These included *The West Living*, a 177-unit project located at 6620 W. National Avenue, which began leasing efforts in 2019 and, most recently, the 203-unit *Element 84* at 8290 W. Orchard Street, which opened in 2020. These newer residential developments will be discussed in more detail in later sections of this report.

Finally, West Allis is served by a generally reputable school system. At both the primary and secondary levels, students at all schools within the district recorded accountability scores that earned each of them either a “Meets Expectations,” “Exceeds Expectations” or “Significantly Exceeds Expectations” ranking from the Wisconsin Department of Public Instruction.

A PLANNING STRATEGY – THE PRODUCT

As detailed in Sections 2, 3 and 4 of this analysis, the city of West Allis is *extremely well suited* for the introduction new *market rate* residential development (including additional rental apartments and various forms of for sale housing). This favorable conclusion is based upon: 1) more than adequate demand support for various new construction housing alternatives; 2) notable supply-side constraints; 3) a rather substantial base of existing (and future) households with strong demographic profiles; 4) tightness in both the rental and for sale sectors of the market; 5) in-place infrastructure and ancillary support mechanisms given the established nature of the city of West Allis – a municipality that is already witnessing the success of redevelopment efforts; and 6) an excellent regional location.

With this said, practically any *well designed* and *properly positioned* new conventional residential product form could be successfully introduced within a variety of areas throughout the municipality. However, from a strategic planning perspective, the following bullet-point summary provides specific product guidelines for establishing the most practical and marketable hierarchy of housing within West Allis – to serve as a guide for future planning and implementation efforts.

- ❑ Taking the lead from a number of successful apartment developments throughout the Midwest, including recent market entrants in West Allis itself, where developers have capitalized on opportunities in underserved mature markets containing urban centers, the City of West Allis should continue to promote urban-type, **mid-density new construction rental apartments** very similar to Element 84, The West Living and soon-to-be introduced SoNa. In doing so, the most common southeastern Wisconsin mid-density product form, and appropriate for multiple locations within the city, is the three-over-parking design concept or something similar. The three-over parking concept, which consists of three residential floors over one level of structured parking, is not only widely accepted throughout various urban/suburban areas in the Midwest, but it represents a building configuration whereby at least one-to-one enclosed parking can usually be provided in an efficient and cost-effective manner, and at a strong density. Individual floorplans for the mid-density apartment program should be broad and varied ranging from small studio units starting around 450 square feet, extending through a variety of one- and two-bedroom alternatives, and ending with three-bedroom residences containing roughly 1,350 square feet.
- ❑ If elevated properly, the three-over-parking concept can exemplify tasteful, urban-oriented architecture, and be very complimentary to other development/redevelopment initiatives.



- ❑ Complimenting the mid-density apartments throughout the city, and representing an architectural transition in certain areas, strong consideration should be given to the configuration of **rental townhomes/rowhomes**, i.e. a rear-load garage, courtyard-type product line consisting, primarily, of two floor plan alternatives, each comprised of two and one-half or three stories with integral two-car, rear-load garages. This generic product form, which is becoming a staple for lower-density rental units throughout the Midwest, will serve as an aesthetic diversion from the mid-density buildings and represent an extension of their plan continuum. In this regard, a two-bedroom loft unit at 1,400 square feet and a three-bedroom residence at 1,500 square feet are suggested.



- ❑ Combined, the mid-density apartments and the rental townhome/rowhomes will allow this overall product segment to capture a wide range of renter profiles with attentive focus directed to Millennials, also known as Echo Boomers or Generation Y, along with Centennials, also known as Generation Z (i.e. younger singles and couples without children), together with empty nesters, and non-traditional households such as divorcees, widows, middle-age singles, never-nested couples, and singles living together as couples in a roommate condition.

- ❑ Representing the first of four product lines in the “for sale” sector of the market is a ***townhome/rowhome series (with stacked flats or condominiums)***. This product line would include two three-story plan types, each with two main living areas configured over an integral two-car garage and a finished lower level, along with a split-foyer or raised ranch unit and two stacked flats, all with two-car garages. Plan sizes for this series, which will average close to 1,550 square feet, should range from 1,250 to 1,650 square feet including finished lower levels for the three-story and split foyer plans. With rear-entry garages, individual buildings are generally designed to face one another, thus allowing for a small pedestrian greenway between buildings, or they can be configured fronting a street. Combined, the five individual plan offerings, which together reflect three separate and distinct generic product forms, are capable of attracting a broad range of buyer profiles, with attentive focus directed toward young singles and couples without children, couples in their initial stages of family formation, young families, and the more mature, move down (empty-nester) segment of the market. It is important to note that the two stacked flats, which together are 40’ wide, are interchangeable with two three-story rowhome units, which are each 20’ wide.



- ❑ Architecturally, the townhome/rowhome product line (with stacked flats) can support either a traditional elevation scheme, or it can command something more contemporary/urban oriented, i.e. at the architect’s discretion and dependent upon site location.

- ❑ Representing an age-targeted product line, directed toward the more mature, move-down home purchasers aged 55-74, is the ***attached ranch villa*** series. This product line, which could be configured as duplexes or in 3- or 4-unit buildings (or a mix of all three), would consist exclusively of single-level ranch plans, each with a rear-load two-car garage and a small, but usable, back- or side-yard patio area. Ranging in size from 1,375 to 1,675 square feet, the average attached villa unit would carry 1,525 square feet of living space. These homes would also include three-quarter unfinished basements. While directed toward the move-down consumer or empty-nester, this product line would be capable of attracting other segments of the market as well.



- ❑ Rounding out the for sale product lines should be *two urban-oriented single family series*, each with rear-access, two-car garages. This first product line, ***Single Family Series 1***, would be comprised of two single-level “ranch” plans, two traditional two-story units (with second floor master bedrooms) and one two-story unit with a first-floor master bedroom. Ranging in size from 1,500 to 1,900 square feet, and averaging roughly 1,700 square feet across the group, homes in this series should be approximately 30’ wide configured on 40’ wide homesites. The second single family product line, ***Single Family Series 2***, which will be larger with a 35’ foot home width on 45’ wide lots, would also carry a single-level ranch plan, along with two-story residences with both first- and second-

floor master bedrooms. Unit sizes for this series would range from 1,750 to 2,400 square feet, averaging close to 2,100 across the group. Both product lines would include partial basements (unfinished). Together, these two single family product lines will be able to attract a broad spectrum of single family home purchasers including young childless married couples, couples in their initial stages of family formation, young families, and first-time move up families emanating from the local area resale market. And, with the incorporation of several ranch plans and two-story master-down designs, they will be in a position to also appeal to the 55 and older empty-nester segment desirous of detached housing.



Individual home designs, especially within the two single family detached series, should focus on providing fully functional and livable interiors with ample closeting and storage. For example, walk-in pantries should be included in select plans, along with full size laundry rooms with storage capabilities. In addition, a third car garage option should be made available for select detached plans if lots can accommodate.

Outdoor living space for each unit is essential, but need not be extensive. Specifically, private balconies for both apartment series and the townhomes/rowhomes/flats will be sufficient, along with private courtyards/patio areas for the attached ranch villas and the single family homes.

To capitalize on the six principal product opportunities in West Allis, and in order maximize marketability and absorption potentials near- to mid-term, while also giving full consideration to the influence of local area home values and household incomes, **Exhibits 1.1 through 1.6** provide details regarding individual plan criteria, rent levels/price points and absorption potentials, again to serve as a guide for planning and implementation efforts. When reviewing these exhibits, prototype total unit counts are presented simply to show the relationship between a likely development size (for typical infill areas such as West Allis) and absorption potentials at that scale. Total unit counts will naturally fluctuate based upon site configuration.


In order to meet the market-driven benchmark rents and prices established for each product series, individual floorplans should be very efficient and cost-effective to build with emphasis placed more on exteriors and unit features as opposed to complicated floorplans. Please understand, however, that by creating value-oriented production-type floorplans, we are not suggesting that West Allis minimize the quality upon which this community has been heading with its redevelopment efforts to date, nor is there implication that overall curb appeal be comprised. Referencing the latter, a strong use of colors *not materials* is but one example of how quality can be portrayed to the consumer. This has been accomplished in numerous communities throughout the U.S. with specific reference made to re-development efforts at Stapleton Airport in Denver, among others.

Please note that rents/prices for all six product lines have been *very carefully* established in order for each series to be competitively positioned both internal to West Allis and within the market as a whole. In other words, the rent/price differentials between the different product lines will allow each to function autonomously within the host municipality, yet also maintain the proper alignment with both new

PRODUCT CRITERIA AND BENCHMARK RENTS - CONVENTIONAL MID-DENSITY RENTAL APARTMENTS
-- A 200-UNIT PROTOTYPE --
WEST ALLIS, WISCONSIN

1.1

| Product Line Summary | |
|--|--|
| Product Form: | 3 Residential Floors Over Structured Parking (w/Elevator) |
| Total Units: | 200+/- |
| Enclosed Parking: | 200+/- |
| Average Plan Size (Sq. Ft.): | 818 |
| Average Benchmark Base Monthly Rent (Floor 1 Only): | \$1,338 |
| Per Sq. Ft.: | \$1.64 |
| Average Benchmark Monthly Rent (All Floors): | \$1,348 |
| Per Sq. Ft.: | \$1.65 |
| Average Annual Absorption Potential (In Units): | 180 |



| Plan Detail | | | | | | | | | |
|--|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Plan Designation | A | B | C-1 | C-2 | D | E-1 | E-2 | E-3 | D |
| Percent Distribution | 10 | 20 | 20 | 10 | 5 | 10 | 10 | 10 | 5 |
| Plan Type | Studio | Junior 1BR | 1BR | 1BR | 1BR Den | 2BR | 2BR | 2BR | 3BR |
| Bedroom/Bath Mix | --/1.0 | 1/1.0 | 1/1.0 | 1/1.0 | 1+Den/1.0 | 2/2.0 | 2/2.0 | 2/2.0 | 3/2.0 |
| Unit Size (Sq. Ft.) | 450 | 550 | 650 | 750 | 900 | 1,050 | 1,150 | 1,250 | 1,350 |
| Benchmark Rent Per Floor: ⁽¹⁾ | | | | | | | | | |
| Floor 3 | \$990 | \$1,090 | \$1,190 | \$1,290 | \$1,440 | \$1,590 | \$1,690 | \$1,790 | \$1,890 |
| Floor 2 | \$980 | \$1,080 | \$1,180 | \$1,280 | \$1,430 | \$1,580 | \$1,680 | \$1,780 | \$1,880 |
| Floor 1 | \$970 | \$1,070 | \$1,170 | \$1,270 | \$1,420 | \$1,570 | \$1,670 | \$1,770 | \$1,870 |
| Average: | \$980 | \$1,080 | \$1,180 | \$1,280 | \$1,430 | \$1,580 | \$1,680 | \$1,780 | \$1,880 |
| Per Sq. Ft.: | \$2.18 | \$1.96 | \$1.82 | \$1.71 | \$1.59 | \$1.50 | \$1.46 | \$1.42 | \$1.39 |

| Features and Amenities | | |
|--|--|---|
| <p>UNIT STANDARDS</p> <ul style="list-style-type: none"> ■ Painted Trim ■ Wood Laminate Flooring in Living Areas ■ "White" Interior Paint Finish ■ Direct Wire Smoke Detectors ■ Cable/Satellite/Telephone Access ■ Carpeting in Bedrooms ■ High-Speed Internet Connectivity ■ Air Conditioning ■ Designer Door Hardware ■ Designer Lighting Package ■ Private Balcony | <p>KITCHEN FEATURES</p> <ul style="list-style-type: none"> ■ Wood Cabinetry ■ Wood Laminate Flooring ■ Four Burner Cooktop ■ Self Clean Single Oven-Stainless Steel ■ Built-In Dishwasher-Stainless Steel ■ Refrigerator with Ice-Maker-Stainless Steel ■ Garbage Disposal ■ Microwave with Vent ■ Granite or Quartz Countertops ■ Double Bowl Stainless Steel Sink | <p>BATH/POWDER ROOM STANDARDS</p> <ul style="list-style-type: none"> ■ Ceramic Flooring ■ Granite or Quartz Vanity Tops ■ Wood Cabinetry ■ Ceramic Tub/Shower Surround ■ Framed Glass Mirror Over Vanity |
| <p>CLOSETS, UTILITIES, AND STORAGE</p> <ul style="list-style-type: none"> ■ Walk-In MBR Closet (Per Plan) ■ Laminate Closet Shelving ■ Washer/Dryer (Stacked or Side-by-Side) ■ Linen Closet(s) ■ Programmable Thermostat ■ Storage Lockers | <p>GENERAL BUILDING FEATURES/AMENITIES</p> <ul style="list-style-type: none"> ■ Architecturally-Enhanced Exteriors ■ Secured Access Entry ■ Swimming Pool w/Deck Area (If Possible) ■ Community Room w/Catering Kitchen ■ Fitness Center ■ E-Lounge w/Coffee Bar/Wine Room/Pub ■ Fireside Lounge & Grilling Stations | <ul style="list-style-type: none"> ■ Extensive Landscaping/Hardscaping ■ Dog Run ■ Dog Wash Area in Garage ■ Wi-Fi in All Common Areas ■ Enclosed Parking Leased Separately at \$75 Per Space ■ Adequate Open Parking |

⁽¹⁾ Benchmark monthly rents, which are presented in current dollars, include premiums for floor (assuming three floors); however, they do not include incremental premiums for corner units or enhanced views, nor do they include enclosed garage parking, pet fees, storage rental, application/administration fees, or other landlord-provided services.

Source: Tracy Cross & Associates, Inc.

PRODUCT CRITERIA AND BENCHMARK RENTS - RENTAL TOWNHOMES/ROWHOMES

-- A 20-UNIT PROTOTYPE --
WEST ALLIS, WISCONSIN

1.2

Product Line Summary

| | |
|--|---------------------------|
| Product Form: | Townhomes/Rowhomes |
| Total Units: | 20+/- |
| Enclosed Parking: | Two-Car Garages |
| Average Plan Size (Sq. Ft.): | 1,450 |
| Average Benchmark Base Monthly Rent: Per Sq. Ft.: | \$2,270 \$1.57 |
| Average Annual Absorption Potential (In Units): | 20 |



Plan Detail

| | A | B |
|---|-------------------|-------------------|
| Plan Designation | A | B |
| Percent Distribution | 50 | 50 |
| Plan Type | 2BR Loft | 3BR |
| Bedroom/Bath Mix | 2+Loft/2.5 | 3/2.5 |
| Unit Size (Sq. Ft.) | 1,400 | 1,500 |
| Benchmark Base Rent: ⁽¹⁾ Per Sq. Ft.: | \$2,195 \$1.57 | \$2,345 \$1.56 |

Features and Amenities

UNIT STANDARDS

- Painted Trim
- Wood Laminate Flooring in Living Areas
- "White" Interior Paint Finish
- Direct Wire Smoke Detectors
- Cable/Satellite/Telephone Access
- Carpeting in Bedrooms
- High-Speed Internet Connectivity
- Air Conditioning
- Designer Door Hardware
- Designer Lighting Package
- Private Balcony

CLOSETS, UTILITIES, AND STORAGE

- Walk-In MBR Closet (Per Plan)
- Laminate Closet Shelving
- Washer/Dryer (Stacked or Side-by-Side)
- Linen Closet(s)
- Programmable Thermostat

KITCHEN FEATURES

- Wood Cabinetry
- Wood Laminate Flooring
- Four Burner Cooktop
- Self Clean Single Oven-Stainless Steel
- Built-In Dishwasher-Stainless Steel
- Refrigerator with Ice-Maker-Stainless Steel
- Garbage Disposal
- Microwave with Vent
- Granite or Quartz Countertops
- Double Bowl Stainless Steel Sink

GENERAL BUILDING FEATURES/AMENITIES (Only if Part of a Larger Mid-Density Development)

- Architecturally-Enhanced Exteriors
- Secured Access Entry
- Outdoor Swimming Pool w/Deck Area
- Community Room w/Catering Kitchen
- Fitness Center
- E-Lounge w/Coffee Bar/Wine Room/Pub
- Fireside Lounge & Grilling Stations

BATH/POWDER ROOM STANDARDS

- Ceramic Flooring
- Granite or Quartz Vanity Tops
- Wood Cabinetry
- Ceramic Tub/Shower Surround
- Framed Glass Mirror Over Vanity

- Extensive Landscaping/Hardscaping
- Dog Run
- Dog Wash Area in Garage
- Wi-Fi in All Common Areas
- Adequate Open Parking

⁽¹⁾ Benchmark monthly rents, which are presented in current dollars, do not include incremental premiums for corner units or enhanced views, nor do they include pet fees, storage rental, administration fees, or other landlord-provided services.



Source: Tracy Cross & Associates, Inc.

PRODUCT CRITERIA AND BENCHMARK PRICES - FOR SALE TOWNHOMES/ROWHOMES W/FLATS

-- A 30-UNIT PROTOTYPE --
WEST ALLIS, WISCONSIN

1.3

| Product Line Summary | |
|--|--|
| Product Form: | Townhomes/Rowhomes (With Stacked Flats) |
| Total Units: | 30+/- Per Site Location |
| Garage Condition: | Two-Car (Rear Load) |
| Lower Level of Townhomes/Rowhomes | Finished |
| Average Plan Size (Sq. Ft.): | 1,535 |
| Average Benchmark Base Price:⁽¹⁾ Per Sq. Ft.: | \$263,990 \$171.98 |
| Average Anticipated Closing Price:⁽²⁾ Per Sq. Ft.: | \$279,840 \$182.31 |
| Average Annual Sales Rate (In Units): | 18 |

| Plan Detail | | | | | |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Plan Designation | A | B | C | D | E |
| Plan Style | First Floor Flat | Second Floor Flat | 3-Story | 3-Story | Raised Ranch (Split Foyer) |
| Unit Orientation | End | End | Interior | Interior | End |
| Bedrooms | 2 | 3 | 2+Loft | 3 | 2+Flex |
| Baths | 2.0 | 2.0 | 2.5 | 2.5 | 2.0 |
| Unit Size (Sq. Ft.) | 1,250 | 1,575 | 1,550 | 1,650 | 1,650 |
| Benchmark Base Price: ⁽¹⁾ Per Sq. Ft.: | \$209,990 \$167.99 | \$229,990 \$146.03 | \$224,990 \$145.15 | \$234,990 \$142.42 | \$244,990 \$148.48 |
| Anticipated Closing Price:⁽²⁾ Per Sq. Ft.: | \$224,700 \$179.76 | \$246,100 \$156.25 | \$240,700 \$155.29 | \$251,400 \$152.36 | \$262,100 \$158.85 |

| Features and Amenities | | |
|--|--|---|
| <p>UNIT STANDARDS</p> <ul style="list-style-type: none"> ■ Luxury Plank Flooring in Main Living Areas ■ Carpeting in Bedroom Areas ■ "White" Interior Paint Finish ■ Painted Trim ■ Direct-Wire Smoke Detectors Per Code ■ Cable/Satellite/Telephone Prewire ■ Paneled Doors ■ High-Speed Internet Connectivity ■ Air Conditioning ■ Designer Door Hardware ■ Designer Lighting Package ■ Private Balcony <p>CLOSETS, UTILITIES, AND LAUNDRY</p> <ul style="list-style-type: none"> ■ Walk-In MBR Closet (Per Plan) ■ Laminate Closet Shelving ■ Washer/Dryer Hook-Up ■ Linen Closet(s) ■ Programmable Thermostat | <p>KITCHEN FEATURES</p> <ul style="list-style-type: none"> ■ Quality Cabinetry ■ Luxury Plank Flooring ■ Four Burner Cooktop ■ Self Clean Single Oven-Stainless Steel ■ Built-In 5-Cycle Dishwasher-Stainless Steel ■ Refrigerator with Ice-Maker-Stainless Steel ■ Garbage Disposal ■ Microwave with Vent ■ Granite or Quartz Countertops ■ Double Bowl Stainless Steel Sink <p>BUILDING FEATURES/AMENITIES</p> <ul style="list-style-type: none"> ■ Architecturally-Enhanced Exteriors ■ Extensive Hardscaping/Landscaping ■ Finished Lower Level in 3-Story and Raised Ranch Units in Lieu of Basement | <p>BATH/POWDER ROOM STANDARDS</p> <ul style="list-style-type: none"> ■ Ceramic Flooring ■ Granite or Quartz Vanity Tops ■ Quality Cabinetry ■ Ceramic Tub/Shower Surround ■ Framed Glass Mirror Over Vanity <p>■ Front-Oriented Sidewalks</p> |

⁽¹⁾ Benchmark base sales prices, which are presented in current dollars, include premiums for end-unit conditions, but do not include options, upgrades or site premiums.


⁽²⁾ Includes an estimate for options, upgrades and premiums, i.e. 7.0 percent above the base sales price.

PRODUCT CRITERIA AND BENCHMARK PRICES - FOR SALE ATTACHED RANCH VILLAS

-- A 20-UNIT PROTOTYPE --
WEST ALLIS, WISCONSIN

1.4

| Product Line Summary | |
|---|--------------------------------|
| Product Form: | Attached Ranch Villas |
| Lot Dimensions: | TBD |
| Total Units: | 20+/- Per Site Location |
| Garage Condition: | Two-Car (Rear Load) |
| Average Plan Size (Sq. Ft.): | 1,525 |
| Average Benchmark Base Price:⁽¹⁾ | \$340,990 |
| Per Sq. Ft.: | \$223.60 |
| Average Anticipated Closing Price:⁽²⁾ | \$361,400 |
| Per Sq. Ft.: | \$236.98 |
| Average Annual Sales Rate (In Units): | 18 |



| Plan Detail | | | |
|---|------------------|------------------|------------------|
| Plan Designation | A | B | C |
| Plan Style | Ranch | Ranch | Ranch |
| Bedrooms | 2 | 2+Den | 3 |
| Baths | 2 | 2 | 2 |
| Unit Size (Sq. Ft.) | 1,375 | 1,525 | 1,675 |
| Benchmark Base Price: ⁽¹⁾ | \$244,990 | \$260,990 | \$276,990 |
| Per Sq. Ft.: | \$178.17 | \$171.14 | \$165.37 |
| Anticipated Closing Price:⁽²⁾ | \$262,100 | \$279,300 | \$296,400 |
| Per Sq. Ft.: | \$190.62 | \$183.15 | \$176.96 |

| Features and Amenities | | |
|---|--|--|
| <p>UNIT STANDARDS</p> <ul style="list-style-type: none"> ■ Luxury Plank Flooring in Main Living Areas ■ Carpeting in Bedroom Areas ■ "White" Interior Paint Finish ■ Painted Trim ■ Direct-Wire Smoke Detectors Per Code ■ Cable/Satellite/Telephone Prewire ■ Paneled Doors ■ High-Speed Internet Connectivity ■ Air Conditioning ■ Designer Door Hardware ■ Designer Lighting Package ■ Private Patio Area <p>CLOSETS, UTILITIES, AND LAUNDRY</p> <ul style="list-style-type: none"> ■ Walk-In MBR Closet (Per Plan) ■ Laminate Closet Shelving ■ Washer/Dryer Hook-Up ■ Linen Closet(s) ■ Programmable Thermostat | <p>KITCHEN FEATURES</p> <ul style="list-style-type: none"> ■ Quality Cabinetry ■ Luxury Plank Flooring ■ Four Burner Cooktop ■ Self Clean Single Oven-Stainless Steel ■ Built-In 5-Cycle Dishwasher-Stainless Steel ■ Refrigerator with Ice-Maker-Stainless Steel ■ Garbage Disposal ■ Microwave with Vent ■ Granite or Quartz Countertops ■ Double Bowl Stainless Steel Sink | <p>BATH/POWDER ROOM STANDARDS</p> <ul style="list-style-type: none"> ■ Ceramic Flooring ■ Granite or Quartz Vanity Tops ■ Quality Cabinetry ■ Ceramic Tub/Shower Surround ■ Framed Glass Mirror Over Vanity <p>HOME FEATURES/AMENITIES</p> <ul style="list-style-type: none"> ■ Architecturally-Enhanced Exteriors ■ Extensive Hardscaping/Landscaping ■ Partial Basements Included (Unfinished) ■ Front-Oriented Sidewalks |

⁽¹⁾ Benchmark base sales prices, which are presented in current dollars, do not include options, upgrades or premiums.


⁽²⁾ Includes an estimate for options, upgrades and premiums, i.e. 7.0 percent above the base sales price.

Source: Tracy Cross & Associates, Inc.

PRODUCT CRITERIA AND BENCHMARK PRICES - FOR SALE SINGLE FAMILY SERIES 1
-- A 20-UNIT PROTOTYPE --
WEST ALLIS, WISCONSIN

1.5

| Product Line Summary | |
|---|--------------------------------|
| Product Form: | Single Family |
| Lot Dimensions: | 40' x 100'-110' |
| Total Units: | 20+/- Per Site Location |
| Garage Condition: | Two-Car (Rear Load) |
| Average Plan Size (Sq. Ft.): | 1,700 |
| Average Benchmark Base Price:⁽¹⁾ | \$340,990 |
| Per Sq. Ft.: | \$200.58 |
| Average Anticipated Closing Price:⁽²⁾ | \$361,400 |
| Per Sq. Ft.: | \$212.59 |
| Average Monthly Sales Rate (In Units): | 18 |



| Plan Detail | | | | | |
|---|------------------|------------------|------------------|------------------|----------------------------|
| Plan Designation | A | B | C | D | E |
| Plan Style | Ranch | Ranch | 2-Story | 2-Story | 2-Story (1st Floor MBR) |
| Bedrooms | 2 | 2+Den | 3 | 3 + Den | 3 + Loft |
| Baths | 2 | 2 | 2.5 | 2.5 | 2.5 |
| Unit Size (Sq. Ft.) | 1,500 | 1,600 | 1,700 | 1,800 | 1,900 |
| Benchmark Base Price: ⁽¹⁾ | \$280,990 | \$291,990 | \$302,990 | \$313,990 | \$324,990 |
| Per Sq. Ft.: | \$187.33 | \$182.49 | \$178.23 | \$174.44 | \$171.05 |
| Anticipated Closing Price:⁽²⁾ | \$300,700 | \$312,400 | \$324,200 | \$335,900 | \$347,700 |
| Per Sq. Ft.: | \$200.47 | \$195.25 | \$190.71 | \$186.61 | \$183.00 |

| Features and Amenities | | |
|---|--|--|
| <p>UNIT STANDARDS</p> <ul style="list-style-type: none"> ■ Luxury Plank Flooring in Main Living Areas ■ Carpeting in Bedroom Areas ■ "White" Interior Paint Finish ■ Painted Trim ■ Direct-Wire Smoke Detectors Per Code ■ Cable/Satellite/Telephone Prewire ■ Paneled Doors ■ High-Speed Internet Connectivity ■ Air Conditioning ■ Designer Door Hardware ■ Designer Lighting Package ■ Private Patio Area <p>CLOSETS, UTILITIES, AND LAUNDRY</p> <ul style="list-style-type: none"> ■ Walk-In MBR Closet (Per Plan) ■ Laminate Closet Shelving ■ Washer/Dryer Hook-Up ■ Linen Closet(s) ■ Programmable Thermostat | <p>KITCHEN FEATURES</p> <ul style="list-style-type: none"> ■ Quality Cabinetry ■ Luxury Plank Flooring ■ Four Burner Cooktop ■ Self Clean Single Oven-Stainless Steel ■ Built-In 5-Cycle Dishwasher-Stainless Steel ■ Refrigerator with Ice-Maker-Stainless Steel ■ Garbage Disposal ■ Microwave with Vent ■ Granite or Quartz Countertops ■ Double Bowl Stainless Steel Sink | <p>BATH/POWDER ROOM STANDARDS</p> <ul style="list-style-type: none"> ■ Ceramic Flooring ■ Granite or Quartz Vanity Tops ■ Quality Cabinetry ■ Ceramic Tub/Shower Surround ■ Framed Glass Mirror Over Vanity <p>HOME FEATURES/AMENITIES</p> <ul style="list-style-type: none"> ■ Architecturally-Enhanced Exteriors ■ Extensive Hardscaping/Landscaping ■ Partial Basements Included (Unfinished) ■ Front-Oriented Sidewalks |

⁽¹⁾ Benchmark base sales prices, which are presented in current dollars, do not include options, upgrades or premiums.

⁽²⁾ Includes an estimate for options, upgrades and premiums, i.e. 7.0 percent above the base sales price.

Source: Tracy Cross & Associates, Inc.

PRELIMINARY PRODUCT CRITERIA AND BENCHMARK PRICES - FOR SALE SINGLE FAMILY SERIES 2
-- A 15-UNIT PROTOTYPE --
WEST ALLIS, WISCONSIN

1.6

| Product Line Summary | |
|---|--------------------------------|
| Product Form: | Single Family |
| Lot Dimensions: | 45' x 100'-110' |
| Total Units: | 15+/- Per Site Location |
| Garage Condition: | Two-Car (Rear Load) |
| Average Plan Size (Sq. Ft.): | 2,090 |
| Average Benchmark Base Price:⁽¹⁾ | \$405,990 |
| Per Sq. Ft.: | \$194.25 |
| Average Anticipated Closing Price:⁽²⁾ | \$430,340 |
| Per Sq. Ft.: | \$205.90 |
| Average Annual Sales Rate (In Units): | 12 |



| Plan Detail | | | | | |
|---|------------------|------------------|------------------|----------------------------|------------------|
| Plan Designation | A | B | C | D | E |
| Plan Style | Ranch | 2-Story | 2-Story | 2-Story (1st Floor MBR) | 2-Story |
| Bedrooms | 3 | 3+Flex | 4 | 4 + Loft | 4 + Den |
| Baths | 2.0 | 2.5 | 2.5 | 2.5 | 2.5 |
| Unit Size (Sq. Ft.) | 1,750 | 1,950 | 2,100 | 2,250 | 2,400 |
| Benchmark Base Price: ⁽¹⁾ | \$325,990 | \$347,990 | \$363,990 | \$379,990 | \$395,990 |
| Per Sq. Ft.: | \$186.28 | \$178.46 | \$173.33 | \$168.88 | \$165.00 |
| Anticipated Closing Price:⁽²⁾ | \$348,800 | \$372,300 | \$389,500 | \$406,600 | \$423,700 |
| Per Sq. Ft.: | \$199.31 | \$190.92 | \$185.48 | \$180.71 | \$176.54 |

| Features and Amenities | | |
|---|--|--|
| <p>UNIT STANDARDS</p> <ul style="list-style-type: none"> ■ Luxury Plank Flooring in Main Living Areas ■ Carpeting in Bedroom Areas ■ "White" Interior Paint Finish ■ Painted Trim ■ Direct-Wire Smoke Detectors Per Code ■ Cable/Satellite/Telephone Prewire ■ Paneled Doors ■ High-Speed Internet Connectivity ■ Air Conditioning ■ Designer Door Hardware ■ Designer Lighting Package ■ Large Private Patio Area <p>CLOSETS, UTILITIES, AND LAUNDRY</p> <ul style="list-style-type: none"> ■ Walk-In MBR Closet (Per Plan) ■ Laminate Closet Shelving ■ Washer/Dryer Hook-Up ■ Linen Closet(s) ■ Programmable Thermostat | <p>KITCHEN FEATURES</p> <ul style="list-style-type: none"> ■ Quality Cabinetry ■ Luxury Plank Flooring ■ Four Burner Cooktop ■ Self Clean Single Oven-Stainless Steel ■ Built-In 5-Cycle Dishwasher-Stainless Steel ■ Refrigerator with Ice-Maker-Stainless Steel ■ Garbage Disposal ■ Microwave with Vent ■ Granite or Quartz Countertops ■ Double Bowl Stainless Steel Sink | <p>BATH/POWDER ROOM STANDARDS</p> <ul style="list-style-type: none"> ■ Ceramic Flooring ■ Granite or Quartz Vanity Tops ■ Quality Cabinetry ■ Ceramic Tub/Shower Surround ■ Framed Glass Mirror Over Vanity <p>HOME FEATURES/AMENITIES</p> <ul style="list-style-type: none"> ■ Architecturally-Enhanced Exteriors ■ Extensive Hardscaping/Landscaping ■ Partial Basements Included (Unfinished) ■ Front-Oriented Sidewalks |

⁽¹⁾ Benchmark base sales prices, which are presented in current dollars, do not include options, upgrades or premiums.

⁽²⁾ Includes an estimate for options, upgrades and premiums, i.e. 7.0 percent above the base sales price.

Source: Tracy Cross & Associates, Inc.

construction and existing alternatives elsewhere in the market. As but one example, the suggested mid-density apartment prototype has been competitively positioned against new/newer developments in West Allis and other nearby municipalities south of I-94 (see **Exhibits 1.7 and 1.8**). Absorption estimates, in turn, reflect rates being achieved by “like” developments market-wide. In addition, at suggested rents, the prototype apartment community for West Allis will be positioned some 10-20 percent lower than top-line new construction alternatives to the north (across I-94) in Wauwatosa. This differential is appropriate considering Wauwatosa is arguably one of the most desirable suburban renter destinations in the Milwaukee area, primarily because of its rather substantial employment base anchored by the Milwaukee Regional Medical Center (MRMC). At this differential, West Allis will be in a position to avoid leakage to the north, while at the same time, inducing spillover to its location.

Among for sale alternatives, as yet another example, the average estimated closing prices for the two single family series have been competitively aligned with infill new construction closing prices occurring among single family homes in West Allis, Greenfield, etc. (excluding larger-lot development in areas such as Franklin and New Berlin). This alignment is outlined in **Exhibit 1.9**. Moreover, the pricing relationships from one for sale product line to another (including the attached sector series) reflects the proper “stepping” in an effort to limit internal cross-competition.

Please note that while our product guidelines are very specific, there are a number of derivatives to each of the recommended generic forms that could evolve through the design efforts of individual builders/developers – or through the guidance of the City of West Allis. For example, the introduction of front-load or detached garages among the various for sale series may present themselves on a specific property or redevelopment site. When considering any derivatives during the course of the planning process, it is important for the City of West Allis to simply follow the general parameters outlined for each of the recommended products relative to unit types, bedroom counts, rents, prices, etc., in order to insure acceptable absorption and/or sales.

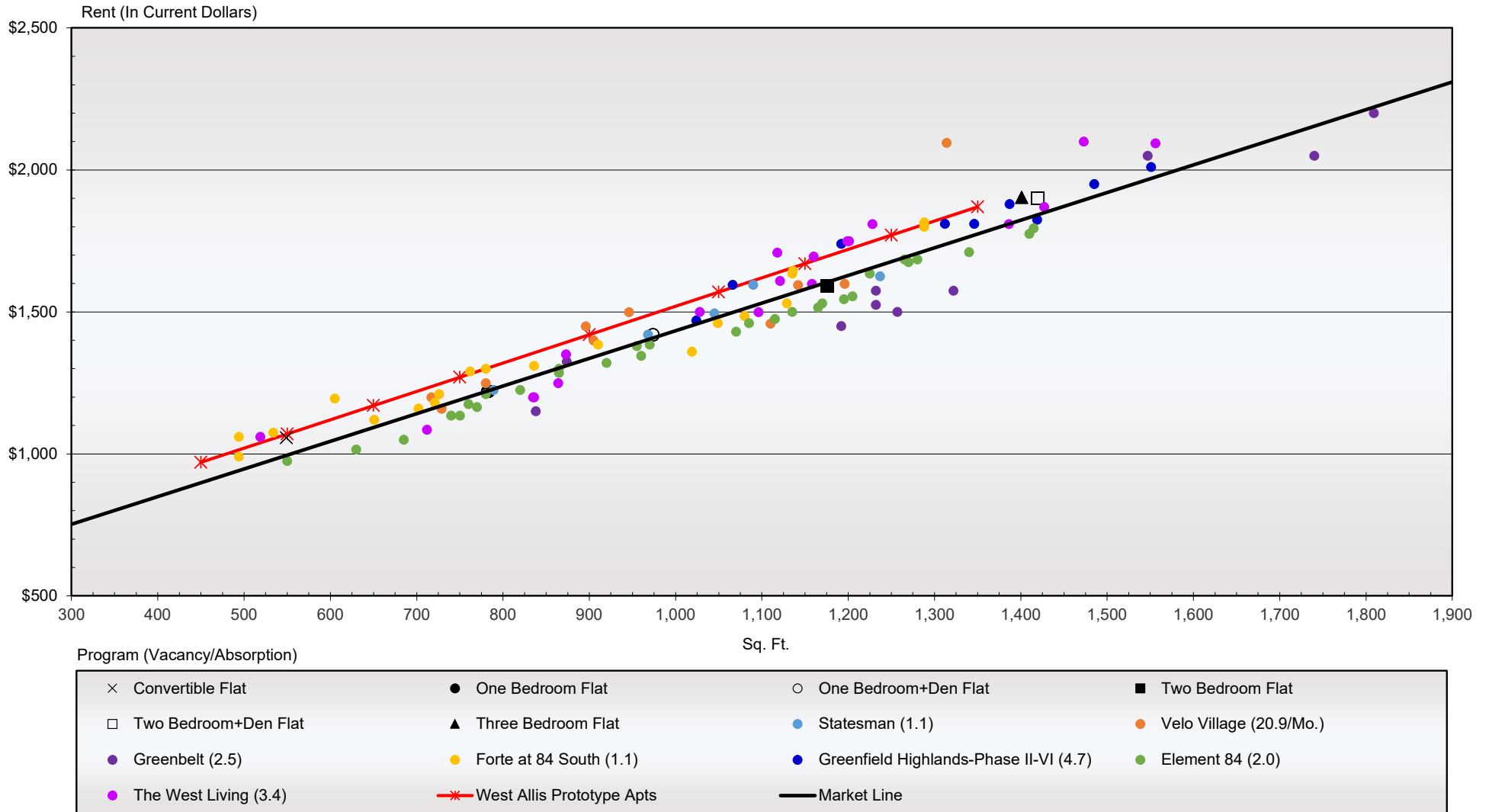
In addition, consideration can certainly be given to the introduction of other generic forms on the basis of the imbalance that exists market-wide between supply and demand. For instance, should an existing building present itself as an acceptable residential adaptive reuse conversion candidate, possibly one of historic significance, such a building should be considered for market rate rental apartments. Again, following the general criteria for the mid-density conventional apartment product line would be warranted, although rent levels among adaptive reuse buildings typically run 5.0 percent lower than new construction counterparts for comparable unit types/footages.

Not offered in our recommendations is a straight mid-density condominium product line, although a modicum of these unit types could be introduced at a premium location. The mid-density condominium market region-wide is expected to remain somewhat vulnerable to competitive substitutes among other conventional forms and, therefore, should not be a primary focal point of the City of West Allis as it creates its residential strategic plan. However, a properly positioned small- to moderate-scale condominium development (if proposed) should be considered.

Also absent from our recommendations is a senior housing component directed toward households age 75 and above. As outlined in Section 4 of this report, limited demand for service-enhanced senior housing, coupled with high vacancies among existing facilities, simply implies that West Allis should focus its attention on more conventional housing forms first. Over time, however, senior housing potentials are likely to improve.

1.7

Rent/Value Analysis Selected New/Newer Apartment Communities West Allis PMA December 2020



Rent/value analysis uses a scatter diagram to graphically represent a set of observations found in today's marketplace, specifically the square footage of units offered and their associated rent levels. Regression analysis is then used to fit a line through the set of market observations that represent the "best fit" or average market line. This market line can then be used to predict the performance of a new, untested product line or offer explanations regarding the occupancy/absorption rates of currently available product lines.

1.8

Rent/Value Analysis Selected New/Newer Apartment Communities West Allis PMA December 2020

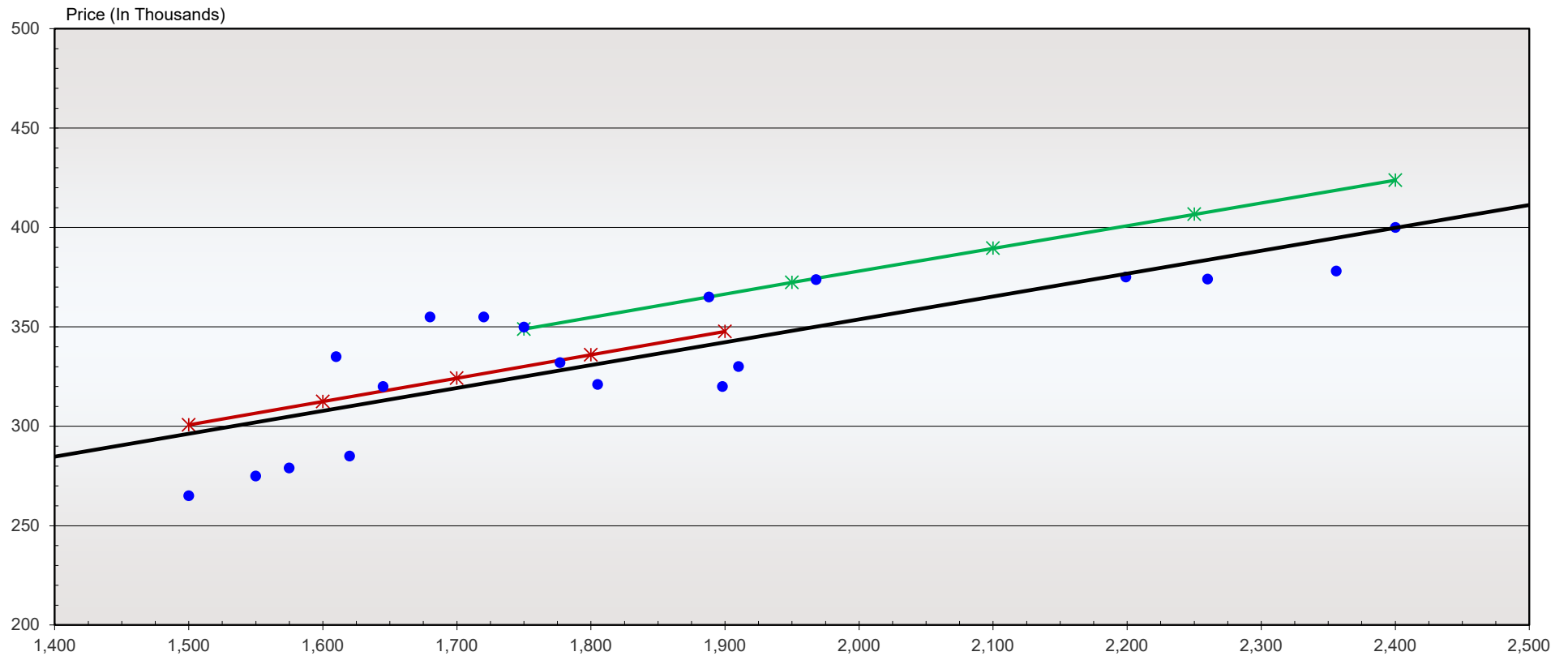
| Plan Size (Sq. Ft.) | Average Market Rent | Program/Location | Total Units | Year Built | Average Plan Size (Sq. Ft.) | Posted Base Rent | | Average Base Market Rent | Price Variance From Market | Vacancy Rate/ Monthly Absorption |
|------------------------|------------------------|---|----------------|---------------|-----------------------------------|------------------|---------------------|-----------------------------------|-------------------------------------|---|
| | | | | | | Dollars | Rent per Sq. Ft. | | | |
| 300 | \$754 | West Allis - Prototype Apartments | 200+/- | --- | 818 | \$1,338 | \$1.64 | \$1,256 | +\$82 | --- |
| 400 | 851 | Greenfield Highlands-Phase II-VI/Greenfield | 150 | 2018 | 1,353 | 1,820 | 1.35 | 1,776 | +44 | 4.7 |
| 500 | 948 | ⁽¹⁾ Forte at 84 South/Greenfield | 268 | 2018 | 874 | 1,349 | 1.54 | 1,311 | +38 | 1.1 |
| 600 | 1,045 | Velo Village/Franklin | 265 | 2020 | 944 | 1,415 | 1.50 | 1,379 | +36 | 20.9/Mo. |
| 700 | 1,142 | The West Living/West Allis | 177 | 2019 | 976 | 1,440 | 1.48 | 1,410 | +30 | 3.4 |
| 800 | 1,239 | | | | | | | | | |
| 900 | 1,336 | --- Market Average --- | --- | --- | 1,018 | 1,451 | 1.43 | 1,451 | 0 | 2.3 / 20.9/Mo. |
| 1,000 | 1,433 | | | | | | | | | |
| 1,100 | 1,530 | Statesman/Franklin | 180 | 2019 | 1,067 | 1,496 | 1.40 | 1,498 | -2 | 1.1 |
| 1,200 | 1,627 | Element 84/West Allis | 203 | 2020 | 919 | 1,296 | 1.41 | 1,355 | -59 | 2.0 |
| 1,300 | 1,724 | Greenbelt/Greendale | 160 | 2018 | 1,128 | 1,419 | 1.26 | 1,558 | -139 | 2.5 |
| 1,400 | 1,821 | | | | | | | | | |
| 1,500 | 1,918 | | | | | | | | | |
| 1,600 | 2,015 | | | | | | | | | |
| 1,700 | 2,112 | | | | | | | | | |
| 1,800 | 2,209 | | | | | | | | | |
| 1,900 | 2,306 | | | | | | | | | |

Slope: \$0.97 per sq. ft.

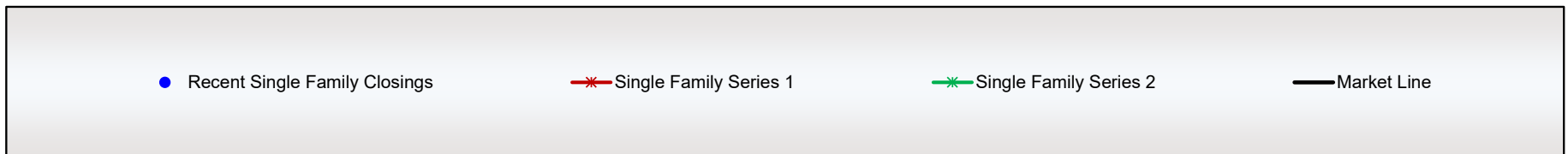
⁽¹⁾ Development includes one enclosed garage in the base rent. An adjustment of \$65 per month has been made to the base rents in order to accurately compare this community to the other developments, all of which charge an extra fee for enclosed parking.

1.9

Price/Value Analysis Single Family Closings: Homes Aged 0-10 Years West Allis and Greenfield, Wisconsin 2019 - 2020



Closings



Price/value analysis uses a scatter diagram to graphically represent a set of observations found in today's marketplace, specifically the square footage of models offered and their associated sales prices. Regression analysis is then used to fit a line through the set of market observations that represent the "best fit" or average market line. This market line can then be used to predict the performance of a new, untested product line or offer explanations regarding the sales rate of currently available product lines.

GEOGRAPHIC POSITIONING

The City of West Allis is in a unique position to move swiftly with residential development/redevelopment efforts for two reasons. First, the municipality is already working through a number of proposals by builders/developers interested in both rental and for sale offerings – some of which are getting close to market entry. Second, West Allis has identified 26 initial development/redevelopment sites (both large and small) throughout the municipality, each of which could potentially contain a component of residential units (see **Exhibit 1.10**).

In considering current development proposals, two of which reflect larger-scale apartment communities (SoNa-Mandel and Allis Yards-Cobalt), the City of West Allis can compare each of these proposals with the guidelines outlined in this report to gauge comparability and the likely success of each development. Again, certain deviations from our scripts can exist provided the general guidelines are adhered to. The same process can be applied to the for sale proposal currently under review, i.e. Pioneer Urban Condos, as well as the potential SoNo rental townhome program. In this regard, initial product and pricing information we reviewed for all of the rental and for sale developments currently proposed in West Allis are generally in-line with our criteria, although initial product concepts for the Pioneer Urban Condos should be revisited.

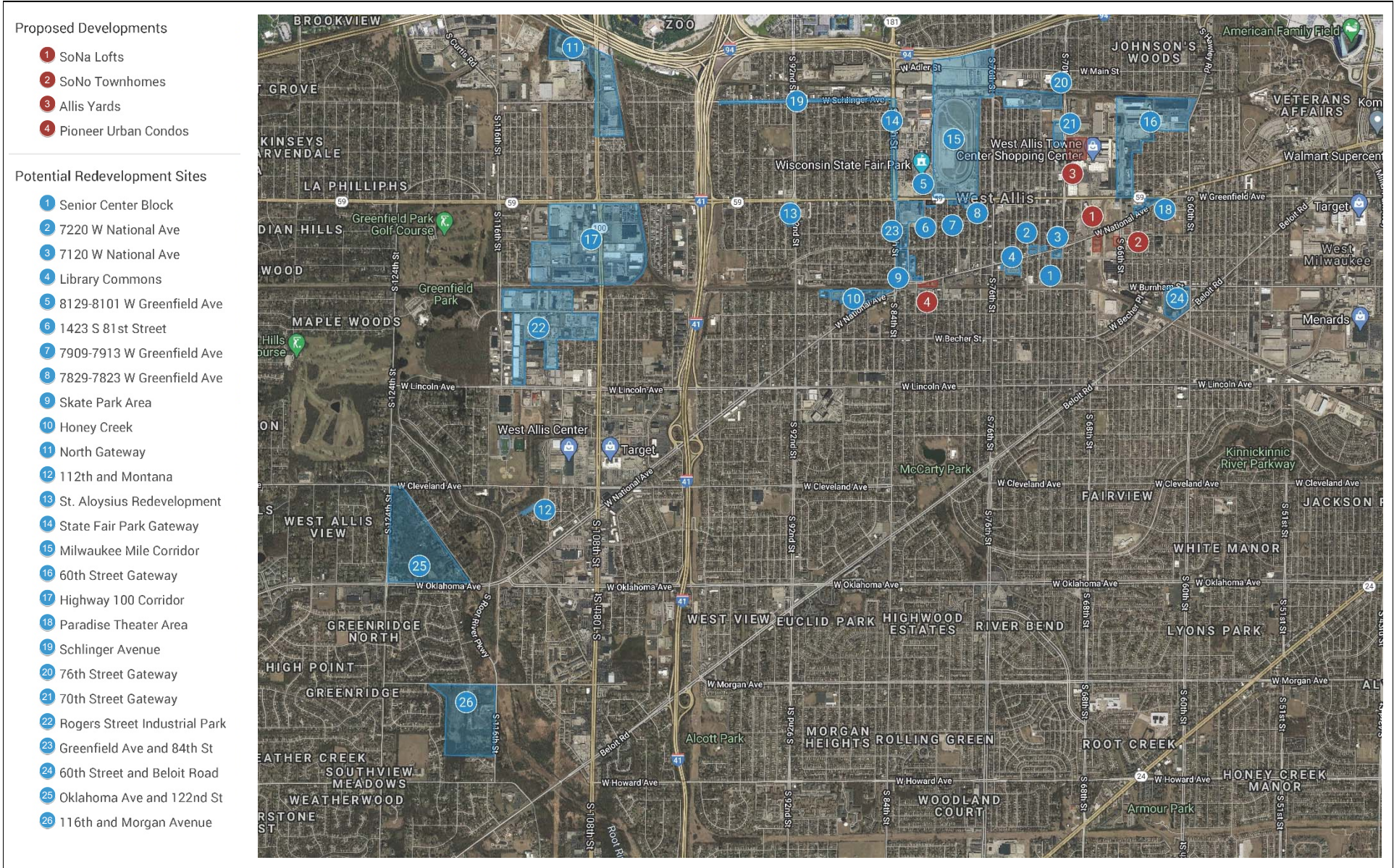
Please also keep in mind that because demand is expected to considerably outstrip supply over the next 5+ years throughout the southwest Milwaukee suburbs, all current developments in the West Allis planning pipeline (and more in the future) should be given full consideration. In other words, West Allis is in a position to capture a disproportionate share of demand simply because the municipality is taking a proactive role in promoting residential development of scale when others (outside of Wauwatosa) don't appear to be doing the same.

When considering the 26 investigative properties for potential redevelopment, and any others identified in the near future, the following bullet-point summary provides strategic guidelines so that the City of West Allis can plan accordingly:

- First and foremost, West Allis can rest assured that demand potentials for new conventional housing in the West Allis Primary Market Area, which is defined and discussed in later sections of the report, is strong enough to support all current proposals and others near- to mid-term. Specifically, because demand is expected to significantly exceed supply throughout the market, West Allis can aggressively pursue multiple development/redevelopment sites going forward. To this end, West Allis is in a position to absorb an average of 200 properly-positioned apartments annually over the next 5+ years, along with *at least* 150 for sale housing units per year – if supply can be made available and product is positioned appropriately.
- Because some of the redevelopment sites are significant in size, master-planned community planning will likely be required to properly configure housing products within one or more of these larger tracts (provided they become available for development). In this regard, not only does our continuum of product represent an appropriate hierarchy of housing forms for the city of West Allis as a whole, but the various products could be combined into a single planning matrix at one location. Larger assemblages along the Highway 100 corridor are perfect candidates for this specific endeavor.
- Also, and from a very practical standpoint, because of the *development hub* that has already been established near Six Points, The West Living and SoNa, the City of West Allis should focus its efforts on expanding its residential (and commercial) redevelopment efforts in this area – as a highly successful catalyst for other redevelopment initiatives throughout the municipality. In other words, having a “focal point” area such as this will lay the foundation for redevelopment desirability in other areas of the community. In this regard, the introduction of product within the Paradise Theater area (as an example) would represent a natural extension of the established hub.

1.10

GEOGRAPHIC DELINEATION OF PROPOSED AND POTENTIAL DEVELOPMENT/REDEVELOPMENT SITES WEST ALLIS, WISCONSIN



Source: Google Maps and Tracy Cross & Associates, Inc.

- ❑ Additional focus should be concentrated in and around Allis Yards as well as the Greenfield Avenue/84th Street areas. These satellite development pockets (or off-shoots of the hub) will further improve redevelopment desirability in other areas of the municipality.

- ❑ Because some of the larger development sites (i.e., the Highway 100 corridor) could have commercial components, the integration of the suggested product lines within a mixed-use environment will take some effort, but the foundation of these products remains the same. If fact, given the remarkable opportunity to redevelop large assemblages within a residential mature area like West Allis, we strongly suggest that, for these sites, West Allis establish a goal to create nothing less than some *of the finest planned infill communities in the Milwaukee region*. To this end, we present the following points, which are suggested as guiding principles for larger-scale developments.
 - To provide strong community infrastructure created around a theme of livability, functionality, walkability, and recreation/convenience.

 - To create communities where emphasis is placed on all segments of the market ranging from younger childless singles and couples to families living, playing, and growing together; and where active adult residents can see and experience the vibrancy of youth.

 - To create communities in which moderate and higher density housing products are carefully combined with population-serving retail, restaurants and services, along with pocket parks and recreational uses – and that all are highly integrated and exposed for all to enjoy.



COVID-19 IMPLICATIONS

Because of the current situation regarding the coronavirus which, again, is expected to be under control within the next 12-18 months, there is likely to be a new mindset in the way people live and socialize. Specifically, it is highly likely that *health and wellness* will be at the forefront of planning, something to consider as West Allis reviews future residential development proposals. In this regard, provided below are a few items for consideration:

- ❑ The type and style of furniture and accessories in residential amenity areas, while being tastefully appointed, should be made of materials that can be easily (and readily) cleaned and disinfected.

- ❑ Throughout any multifamily community, consideration should be given to establishing some privacy areas that are more personalized for an individual, related couple or a small group gathering.

- ❑ In any community's fitness center, privatizing or compartmentalizing the work-out machines would go a long way in maximizing the appeal of this facility....and set it apart from existing competitors.

Again, these are just a few examples of the planning framework that should be discussed prior to bringing any new residential communities to market.





2. MARKET FUNDAMENTALS FOR NEW HOUSING – A PERSPECTIVE

Conventional residential development/redevelopment efforts within the city of West Allis will receive primary demand support from West Allis itself and other nearby municipalities, i.e. southwest suburban Milwaukee. Defined for the purposes of this analysis as the West Allis Primary Market Area (PMA), and including the municipalities of West Allis, Greenfield, Greendale, Hales Corners, Wauwatosa, West Milwaukee, Franklin, New Berlin and a small portion of the city of Milwaukee, this geographic area shares commonalities relative to household composition, commutation patterns to concentrations of employment, and the alignment of residential developments which will serve as sources of competitive influence, both direct and indirect.

As summarized in the following paragraphs, residential development/redevelopment in the city of West Allis, and throughout the West Allis PMA, *can be supported* by empirical evidence found in the key demand variables of population, household, incomes, employment, residential construction, etc.

POPULATION AND HOUSEHOLDS

The 2000 Census revealed that during the decade of the 1990s, the population of the West Allis PMA grew by 4.8 percent, or 1,073 persons yearly to a 2000 base of 234,919. Market area households, in turn, advanced by healthy 11.7 percent during the period, averaging 1,029 new households yearly, to a 2000 base of 98,487.

**POPULATION AND HOUSEHOLD TRENDS
WEST ALLIS PRIMARY MARKET AREA: 1990-2010**

| Area | 1990 | 2000 | 2010 | Average Annual Change | |
|------------------------------------|----------------|----------------|----------------|-----------------------|-------------|
| | | | | 1990 - 2000 | 2000 - 2010 |
| Population | | | | | |
| West Allis PMA | 224,188 | 234,919 | 240,300 | 1,073 | 538 |
| City of West Allis | 63,221 | 61,255 | 60,411 | -197 | -84 |
| Percent of PMA | 28.2 | 26.1 | 25.1 | 16.6 | 19.1 |
| Households | | | | | |
| West Allis PMA | 88,197 | 98,487 | 104,110 | 1,029 | 562 |
| City of West Allis | 26,797 | 27,598 | 27,454 | 80 | -14 |
| Percent of PMA | 30.4 | 28.0 | 26.4 | 7.8 | -2.6 |
| Owner-Occupied Households | | | | | |
| West Allis PMA | 54,770 | 65,001 | 67,463 | 1,023 | 246 |
| Percent of Total Households | 62.1 | 66.0 | 64.8 | --- | --- |
| City of West Allis | 16,196 | 16,037 | 15,622 | -16 | -42 |
| Percent of Total Households | 60.4 | 58.1 | 56.9 | --- | --- |
| Renter-Occupied Households | | | | | |
| West Allis PMA | 33,427 | 33,486 | 36,647 | 6 | 316 |
| Percent of Total Households | 37.9 | 34.0 | 35.2 | --- | --- |
| City of West Allis | 10,601 | 11,561 | 11,832 | 96 | 27 |
| Percent of Total Households | 39.6 | 41.9 | 43.1 | --- | --- |

Source: U.S. Census Bureau: Census 1990, 2000, and 2010

Statistics from the 2010 Census, however, showed a more moderate rate of growth as the PMA's population base increased by 2.3 percent between 2000 and 2010, or 538 persons annually. Households, too, advanced more slowly during the 2000-2010 period (5.7 percent), equal to an annual average pace of 562 new households. Several factors contributed to this moderation, including the negative impact of the national housing recession and, more importantly, the overall built-out nature of the market area as a whole, especially in the northern portion of the PMA including West Allis.

In the city of West Allis itself, growth in population and households from 1990 through 2010 was either modest or negative due to the built-out nature of this municipality and the limited amount of new housing development/redevelopment overall.

From 1990-2010, ownership housing forms represented the majority of occupied housing units throughout both the PMA and the city of West Allis, although the share of renter-occupied housing units moving up continuously.

According to growth projections by the Southeastern Wisconsin Regional Planning Commission, the Wisconsin Department of Administration, and Census estimates provided by Environics Analytics (through its evaluation of the Census Bureau's annual American Community surveys), household growth in the PMA over the next five years will total 3,115, or 623 annually, thus requiring new housing development. Most of this household growth will likely occur in the southern portion of the PMA where more land is available for residential development, although redevelopment initiatives will continue to be most prevalent in built-out areas such as West Allis, especially considering ancillary-support mechanisms already in-place.

**HOUSEHOLD GROWTH PROJECTIONS
WEST ALLIS PRIMARY MARKET AREA**

| Area | 2010 | 2020 (Estimate) | 2025 (Forecast) | Average Annual Change | |
|-----------------------|----------------|--------------------|--------------------|-----------------------|-------------|
| | | | | 2010 - 2020 | 2020 - 2025 |
| West Allis PMA | 104,110 | 106,236 | 109,351 | 213 | 623 |
| City of West Allis | 27,454 | 27,115 | 27,410 | -34 | 59 |
| Percent of PMA | 26.4 | 25.5 | 25.1 | -15.9 | 9.5 |

Sources: U.S. Census Bureau, Environics Analytics; and Tracy Cross & Associates, Inc.

HOUSEHOLD COMPOSITION

The current composition of area households lends clear support to the development of a variety of residential product forms at various locations throughout the city of West Allis. As highlighted in the adjacent text table, there is an ample number of one- and two- person households (for rental apartments and for sale condominium/townhomes), and also a significant number of three-, four- and five-person households (for both attached for sale housing products and single family detached homes).

Most notable are one- and two-person occupied housing units which, together, comprise 68.2 percent of the PMA's household base and a full 70.0 percent in the city of West Allis.

**COMPOSITION OF AREA HOUSEHOLDS:
WEST ALLIS PRIMARY MARKET AREA - 2020**

| Attribute | West Allis Primary Market Area | City of West Allis |
|----------------------------|--------------------------------------|-----------------------|
| Total Households | 106,236 | 27,115 |
| 1-Person Household | 35,920 | 10,501 |
| 2-Person Household | 36,536 | 8,488 |
| 3-Person Household | 15,365 | 3,838 |
| 4-Person Household | 11,610 | 2,586 |
| 5-Person Household | 4,604 | 1,092 |
| 6 or More Person Household | 2,201 | 610 |
| 1 Person Households | | |
| Percent | 33.8 | 38.7 |
| Number | 35,920 | 10,501 |
| 2 Person Households | | |
| Percent | 34.4 | 31.3 |
| Number | 36,536 | 8,488 |

Source: Environics Analytics; 2020 Demographic Snapshot

AGE AND INCOME

Households in the West Allis Primary Market Area support slightly higher incomes than the region as a whole as evidenced by an estimated 2020 median income of \$69,158 a level 7.6 percent higher than the \$64,248 median noted for the entire Milwaukee-Waukesha-West Allis Metropolitan Statistical Area (MSA), which includes the four counties of Milwaukee, Waukesha, Washington and Ozaukee.

In West Allis, however, incomes are lower than the PMA with the estimated 2020 median household income in the host municipality standing at \$53,066.

Nevertheless, in both the PMA and the city of West Allis, over 50 percent of all current households earn \$50,000 or more annually (see **Exhibit 2.1**). This signifies adequate income support locally (among the majority of households) for new construction housing development, both rental and for sale.

By age category, there is a near even distribution in area households among classifications under the ages of 75. Above 75, however, household levels drop rather precipitously, especially in the “frail elderly” category of 85+.

**HOUSEHOLDS BY AGE GROUP: 2020
-- WEST ALLIS PRIMARY MARKET AREA --**

| Age Range | West Allis PMA | City of West Allis |
|--------------|----------------|--------------------|
| Under 35 | 17,841 | 5,453 |
| 35-44 | 18,254 | 5,460 |
| 45-54 | 16,655 | 4,175 |
| 55-64 | 21,405 | 5,184 |
| 65-74 | 16,773 | 3,645 |
| 75-84 | 9,666 | 1,951 |
| 85 and over | 5,642 | 1,247 |
| Total | 106,236 | 27,115 |

Source: Environics Analytics: 2020 Demographic Snapshot Report

EMPLOYMENT

West Allis is extremely convenient to sources of employment, not only within the PMA itself, but, given reasonable access to Interstate 94 and the 894 bypass, and their connections with Interstate 43 and Highways 41/45, employment sources throughout most of the metropolitan area with the largest concentrations found in downtown Milwaukee located within a short 10-minute commute. As an established, first-ring suburb of Milwaukee, West Allis’ location relative to concentrations of employment cannot be overstated.

While one cannot discount the effect that the Great Recession had on the region’s economy, not to mention the recent Covid-19 pandemic, employment growth throughout the four-county Milwaukee-Waukesha-West Allis MSA had been on the positive side for nine years in a row through 2019. For example, after losing 6.1

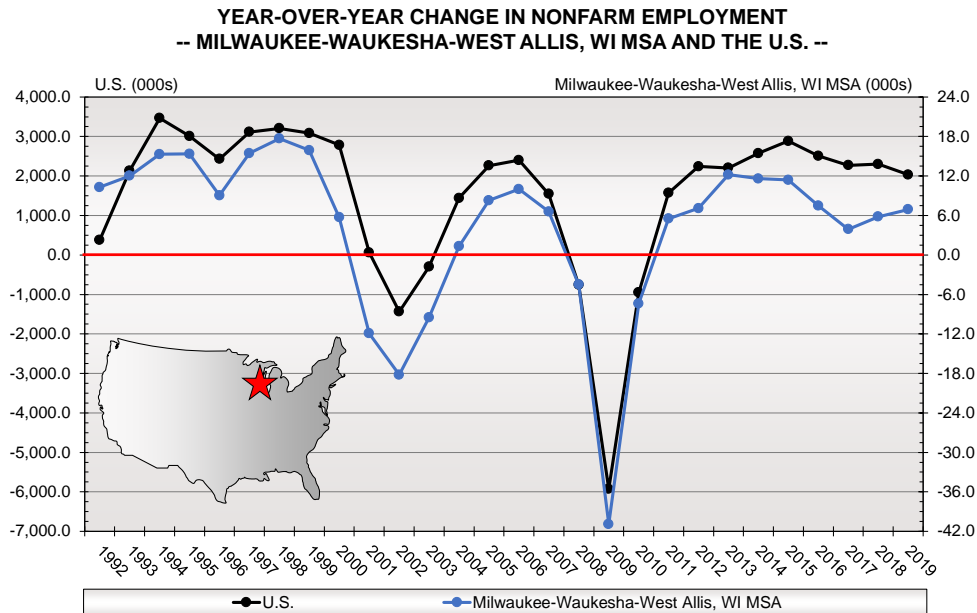
2.1

HOUSEHOLDERS BY AGE AND INCOME: 2020 -- WEST ALLIS PRIMARY MARKET AREA --

| Income Range | Number of Households by Age of Householder | | | | | | | |
|---------------------------------------|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | Total Households | Under 25 | 25 - 34 | 35 - 44 | 45 - 54 | 55 - 64 | 65 - 74 | 75 and Over |
| West Allis PMA | | | | | | | | |
| Under \$15,000 | 8,188 | 350 | 520 | 589 | 882 | 1,878 | 1,599 | 2,370 |
| 15,000 - 24,999 | 8,251 | 428 | 593 | 639 | 572 | 1,087 | 1,867 | 3,065 |
| 25,000 - 34,999 | 8,338 | 434 | 988 | 873 | 672 | 975 | 1,898 | 2,498 |
| 35,000 - 49,999 | 13,001 | 554 | 1,774 | 1,717 | 1,508 | 2,258 | 2,651 | 2,539 |
| 50,000 - 74,999 | 19,519 | 604 | 3,607 | 3,328 | 2,771 | 3,693 | 3,178 | 2,338 |
| 75,000 - 99,999 | 14,576 | 185 | 2,766 | 3,146 | 2,291 | 2,926 | 2,163 | 1,099 |
| 100,000 - 124,999 | 11,153 | 139 | 1,748 | 2,582 | 2,408 | 2,570 | 1,178 | 528 |
| 125,000 - 149,999 | 7,867 | 19 | 1,248 | 1,792 | 1,672 | 1,895 | 832 | 409 |
| 150,000 - 199,999 | 7,805 | 24 | 1,131 | 1,931 | 1,887 | 1,973 | 629 | 230 |
| 200,000 and Over | 7,538 | 15 | 714 | 1,657 | 1,992 | 2,150 | 778 | 232 |
| Total | 106,236 | 2,752 | 15,089 | 18,254 | 16,655 | 21,405 | 16,773 | 15,308 |
| Median | \$69,158 | \$39,100 | \$75,488 | \$90,352 | \$95,935 | \$81,429 | \$52,446 | \$33,979 |
| Households with Incomes of ... | | | | | | | | |
| \$50,000 or More | 68,458 | 986 | 11,214 | 14,436 | 13,021 | 15,207 | 8,758 | 4,836 |
| Percent | 64.4 | 35.8 | 74.3 | 79.1 | 78.2 | 71.0 | 52.2 | 31.6 |
| City of West Allis | | | | | | | | |
| Under \$15,000 | 2,977 | 131 | 228 | 293 | 388 | 786 | 522 | 629 |
| 15,000 - 24,999 | 2,896 | 172 | 322 | 368 | 271 | 476 | 548 | 739 |
| 25,000 - 34,999 | 2,819 | 203 | 464 | 430 | 254 | 327 | 525 | 616 |
| 35,000 - 49,999 | 4,100 | 131 | 676 | 707 | 650 | 883 | 570 | 483 |
| 50,000 - 74,999 | 5,506 | 134 | 1,240 | 1,250 | 887 | 1,029 | 599 | 367 |
| 75,000 - 99,999 | 3,797 | 47 | 885 | 1,084 | 571 | 624 | 407 | 179 |
| 100,000 - 124,999 | 2,312 | 64 | 322 | 541 | 570 | 522 | 207 | 86 |
| 125,000 - 149,999 | 1,263 | 6 | 229 | 378 | 240 | 237 | 126 | 47 |
| 150,000 - 199,999 | 942 | 3 | 160 | 306 | 192 | 154 | 91 | 36 |
| 200,000 and Over | 503 | 2 | 34 | 103 | 152 | 146 | 50 | 16 |
| Total | 27,115 | 893 | 4,560 | 5,460 | 4,175 | 5,184 | 3,645 | 3,198 |
| Median | \$53,066 | \$31,796 | \$61,655 | \$68,483 | \$63,783 | \$52,387 | \$40,335 | \$28,552 |
| Households with Incomes of ... | | | | | | | | |
| \$50,000 or More | 14,323 | 256 | 2,870 | 3,662 | 2,612 | 2,712 | 1,480 | 731 |
| Percent | 52.8 | 28.7 | 62.9 | 67.1 | 62.6 | 52.3 | 40.6 | 22.9 |

Sources: U.S. Bureau of the Census; Environics Analytics; and Tracy Cross & Associates, Inc.

percent of its total nonagricultural wage and salary employed workforce from 2007 through 2010, the metropolitan area saw its job rosters grow by 71,900 workers during the subsequent 2011-2019 period, averaging 8,000 annually, equal to a growth rate of just above 1.0 percent. This compares with the nation's growth rate of 1.6 percent during the same timeframe.



Source: U.S. Department of Labor, Bureau of Labor Statistics

Most recently, and due entirely to the global/national pandemic and its impact on the economy, the MSA witnessed job losses of 52,900 during the January-November 2020 period (year-over-year). However, this severe loss of jobs is expected to reverse course near term. Specifically, while still impossible to fully quantify the entire economic impact of the current Covid-19 pandemic given the fluid nature of the situation, we expect that the marketplace will continue to be impacted over the next several months as employment concerns continue to grip the nation. Beginning in mid-2021, however, there are likely to be measurable signs of economic recovery as many healthcare experts feel that the progression of vaccine distribution will be more promising by this time. With this said, and considering the majority of future development within West Allis won't occur for at least 12 months, residential planning initiatives can move forward unabated given a positive overall outlook beyond 2021.

RESIDENTIAL BUILDING ACTIVITY

Since 1990, the West Allis PMA has recorded an average of 680 residential building permits per year ranging from a recessionary-impacted low of 78 in 2009 to a high of 1,551 in 1998 when land was more readily available for most forms of residential development (see **Exhibit 2.2**).

Historically, single family and multifamily permit authorizations have been nearly evenly split, although favoring multifamily forms, especially in recent years. For example, between 1990 and 2006, single family permit authorizations, which include single-address townhome, villa and duplex units, averaged 449 units yearly before dropping to an average yearly volume of 96 units from 2007 through 2020. Again, limited land availability in various constituent municipalities has forced a shift from large-scale, lower-density development to higher-density, multifamily forms.

2.2

RESIDENTIAL BUILDING PERMIT TRENDS -- WEST ALLIS PRIMARY MARKET AREA -- 1990 - 2020

| Year | West Allis Primary Market Area | | |
|---------------------|--------------------------------|---------------|--------------|
| | Total | Single Family | Multi-Family |
| 1990 | 1,496 | 518 | 978 |
| 1991 | 896 | 495 | 401 |
| 1992 | 1,249 | 639 | 610 |
| 1993 | 761 | 509 | 252 |
| 1994 | 776 | 468 | 308 |
| 1995 | 925 | 455 | 470 |
| 1996 | 1,113 | 441 | 672 |
| 1997 | 1,142 | 385 | 757 |
| 1998 | 1,551 | 519 | 1,032 |
| 1999 | 1,190 | 655 | 535 |
| 2000 | 829 | 477 | 352 |
| 2001 | 555 | 408 | 147 |
| 2002 | 650 | 317 | 333 |
| 2003 | 740 | 296 | 444 |
| 2004 | 751 | 328 | 423 |
| 2005 | 752 | 388 | 364 |
| 2006 | 557 | 338 | 219 |
| 2007 | 381 | 157 | 224 |
| 2008 | 359 | 94 | 265 |
| 2009 | 78 | 57 | 21 |
| 2010 | 216 | 64 | 152 |
| 2011 | 552 | 64 | 488 |
| 2012 | 288 | 99 | 189 |
| 2013 | 177 | 117 | 60 |
| 2014 | 513 | 100 | 413 |
| 2015 | 428 | 82 | 346 |
| 2016 | 387 | 77 | 310 |
| 2017 | 727 | 72 | 655 |
| 2018 | 610 | 132 | 478 |
| 2019 | 161 | 117 | 44 |
| 2020 ⁽¹⁾ | 278 | 113 | 165 |
| Averages | | | |
| 1990 - 2020 | 680 | 290 | 391 |
| 1990 - 1999 | 1,110 | 508 | 602 |
| 2000 - 2008 | 619 | 311 | 308 |
| 2009 - 2015 | 322 | 83 | 238 |
| 2016 - 2020 | 433 | 102 | 330 |

⁽¹⁾ Figures are preliminary.

In the multifamily sector, the West Allis PMA has issued an average of 391 permits yearly since 1990 distributed between a variety of condominium and apartment developments (both market rate and affordable). As delineated in **Exhibit 2.3**, multifamily construction was much stronger during the 1990-2005 timeframe when market conditions in the attached for sale sector were much more favorable and when land availability was more adequate for both condominium and apartment development. However, between 2014 and 2018, multifamily activity spiked as a number of new apartment developments, many on redevelopment sites, were introduced throughout the PMA including two major projects in West Allis itself, i.e. Element 84 and The West Living.

HOUSING DEMAND – AN OUTLOOK

During the 2021-2025 timeframe, construction requirements for new housing in the West Allis PMA will average 915 units annually. This 915-unit forecast can be tied to household growth levels estimated at 623 per annum through 2025, along with roughly 292 units representing the replacement of residences lost to demolition and abandonment and the need to provide a vacancy allowance for filtering or movement from one residence to another.

**ANNUAL RESIDENTIAL ABSORPTION POTENTIALS BY PRODUCT TYPE
-- WEST ALLIS PRIMARY MARKET AREA --
2021 - 2025**

| Product Type | Units |
|-----------------------------|------------|
| Total | 915 |
| For Sale | 400 |
| Single Family Detached | 260 |
| Townhome/Duplex/Condominium | 140 |
| For Rent | 515 |

Source: Tracy Cross & Associates, Inc.

Of the 915 units expected to be constructed annually in the PMA during the 2021-2025 forecast period, 400 will occur among for sale housing forms with 515 represented in the rental apartment sector. As detailed in the adjacent text table, for sale housing demand will be distributed among 260 single family detached homes and 140 in the attached sector, i.e. duplexes, townhomes and condominiums.

Rental apartment demand, which represents the lion's share of potentials near term, can also be substantiated using accepted methodologies regarding expected renter household growth, coupled with market stabilization factors and replacement requisites for units lost through demolition or abandonment.

**ANNUAL RENTAL HOUSING DEMAND SUMMARY (CONSTRUCTION REQUIREMENTS)
WEST ALLIS PMA
2020 - 2025**

| Attribute | Number |
|--|------------|
| Expected Annual Renter Household Growth ⁽¹⁾ | 218 |
| Annual Vacancy Requirement to Maintain Balance in the Market ⁽²⁾ | 11 |
| Annual Vacancy Requirement to Restore Balance in the Market ⁽³⁾ | 171 |
| Annual Replacement Demand @ 0.30 Percent of 2020's Renter Inventory ⁽⁴⁾ | 115 |
| Derived Annual Demand | 515 |

⁽¹⁾ Determined by applying the percentage of current/expected renter households (35 percent) to the expected number of new annual household additions between 2020 and 2025 (i.e., 623 per year).
⁽²⁾ Represents the number of additional units annually (beyond those needed to satisfy renter household growth) to allow for a typical 5.0 percent vacancy rate among new developments, i.e. to maintain balance in the market.
⁽³⁾ Represents the difference (in units) between a normal 5.0 percent vacancy rate and the current vacancy factor of 2.9 percent among stabilized apartments in the PMA, then applied to all renter households and annualized over the five-year forecast period.
⁽⁴⁾ Represents a typical replacement percentage for mature residential areas where the housing stock is generally old.

Sources: U.S. Census Bureau; Environics Analytics; and Tracy Cross & Associates, Inc.

2.3

MULTI-FAMILY BUILDING PERMIT TRENDS: 1990 - 2020
-- WEST ALLIS PRIMARY MARKET AREA --

| Year | Total Multi-Family Permits | | |
|---------------------|---|--------------------------------|-------------------|
| | Milwaukee- Waukesha- West Allis MSA | West Allis Primary Market Area | |
| | | Number | Percent of MSA |
| 1990 | 4,513 | 978 | 21.7 |
| 1991 | 2,547 | 401 | 15.7 |
| 1992 | 2,986 | 610 | 20.4 |
| 1993 | 2,725 | 252 | 9.2 |
| 1994 | 2,559 | 308 | 12.0 |
| 1995 | 2,644 | 470 | 17.8 |
| 1996 | 2,753 | 672 | 24.4 |
| 1997 | 3,078 | 757 | 24.6 |
| 1998 | 3,297 | 1,032 | 31.3 |
| 1999 | 2,973 | 535 | 18.0 |
| 2000 | 2,050 | 352 | 17.2 |
| 2001 | 2,315 | 147 | 6.3 |
| 2002 | 2,480 | 333 | 13.4 |
| 2003 | 2,528 | 444 | 17.6 |
| 2004 | 2,062 | 423 | 20.5 |
| 2005 | 2,083 | 364 | 17.5 |
| 2006 | 1,666 | 219 | 13.1 |
| 2007 | 1,184 | 224 | 18.9 |
| 2008 | 1,210 | 265 | 21.9 |
| 2009 | 552 | 21 | 3.8 |
| 2010 | 974 | 152 | 15.6 |
| 2011 | 678 | 488 | 72.0 |
| 2012 | 729 | 189 | 25.9 |
| 2013 | 674 | 60 | 8.9 |
| 2014 | 1,098 | 413 | 37.6 |
| 2015 | 1,632 | 346 | 21.2 |
| 2016 | 2,384 | 310 | 13.0 |
| 2017 | 2,105 | 655 | 31.1 |
| 2018 | 2,057 | 478 | 23.2 |
| 2019 | 2,013 | 44 | 2.2 |
| 2020 ⁽¹⁾ | 1,055 | 165 | 15.6 |
| Averages | | | |
| 1990 - 2020 | 2,052 | 391 | 19.0 |
| 1990 - 1999 | 3,008 | 602 | 20.0 |
| 2000 - 2008 | 1,953 | 308 | 15.8 |
| 2009 - 2015 | 905 | 238 | 26.3 |
| 2016 - 2020 | 1,923 | 330 | 17.2 |

⁽¹⁾ Figures are preliminary.

Source: U.S. Department of Commerce, Bureau of the Census: *C-40 Construction Reports*

Given the lack of *developable* land in many portions of the PMA, coupled with supply-side constraints market-wide (which will be discussed in the following sections of the report), it is likely that demand will exceed supply near term (especially in the for sale sector but also among multifamily rental forms) – a market reality that bodes extremely well for development/redevelopment initiatives in West Allis, if properly planned and executed.

In addition, not only is “derived demand” likely to outstrip supply near term, but the overall base of residential construction requirements could actually be *much higher* (i.e. double) during any given year where supply is made available. This *doubling of demand* factors years of pent-up demand, especially in the multifamily sector; upside household growth potentials if more land was available for development; the limited amount of new construction housing alternatives internal to the PMA (again, to be discussed later); and spillover potentials from areas just outside the PMA.





3. THE RESIDENTIAL MARKETPLACE

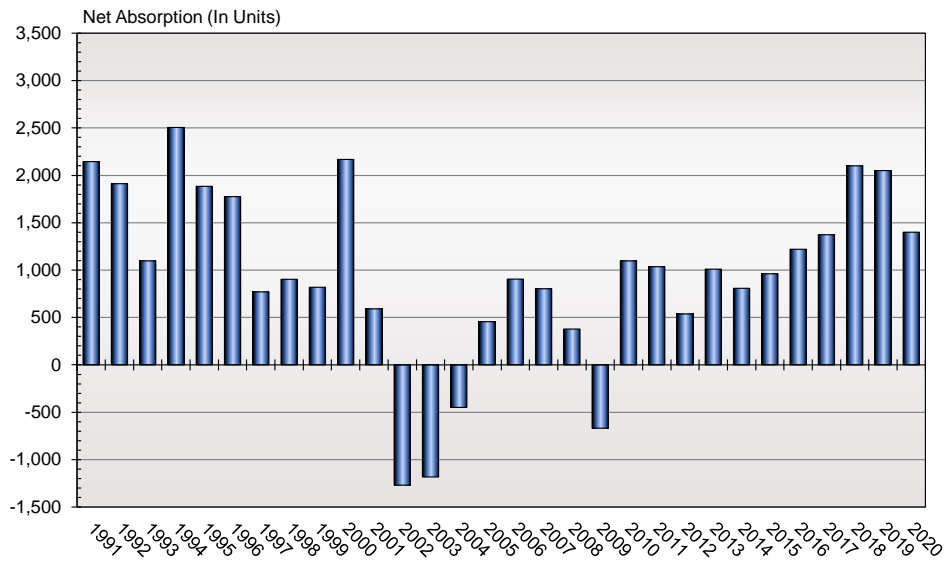
The most relevant sources of competitive influence upon future conventional residential offerings within West Allis will emanate from new/newer rental apartment development and for sale housing communities in the West Allis PMA, along with trends in the existing home market (i.e., the resale sector). This section of the report therefore summarizes relevant trends and statistics in the local housing market, placing concentrated emphasis upon the residential environment within West Allis itself, as activity in the immediate vicinity is most pertinent. We begin with an overview of the area’s new construction rental apartment sector.

THE REGIONAL APARTMENT MARKET

Despite the physical, social, and economic impacts of the on-going coronavirus pandemic, current rental apartment conditions in the greater Milwaukee region remain stable. For example, according to Reis, Inc., among all asset classifications of apartments in complexes of 20 units or more throughout the two core counties of the Milwaukee region, i.e. Milwaukee and Waukesha, a vacancy rate of 4.9 percent was reported at the close of the 4th Quarter 2020, reflecting generally balanced market conditions. In a normal (or balanced) market, vacancies of 5.0 to 6.0 percent are typically required for filtering, or movement between developments. In addition, the overall 4.9 percent vacancy rate includes new “un-leased” units among those developments still undergoing their initial absorption periods. When these communities are excluded, the vacancy rate in Milwaukee and Waukesha counties drops to a tight 3.5 percent.

Net rental absorption in the two core counties of the Milwaukee region has averaged over 1,200 units annually during the last ten years – reaching or exceeding the 1,350-unit mark in each of the last four including 2,100 units in 2018 and 2,050 units in 2019. For perspective, during the eleven-year period from 1990 through 2000, Milwaukee and Waukesha counties saw their occupied apartment stock, among all asset classifications, increase by a total of 19,191 units, or an annual average of 1,745. Following this period of positive absorption, the 2001-2009 timeframe saw net absorption drop into negative territory for four of the eight years during the period due to recessionary overtones during the first part of the decade, a dramatic increase in home ownership, and a fair amount of rental-to-condominium conversion activity.

RENTAL APARTMENT ABSORPTION TRENDS: 1990-2020
-- MILWAUKEE & WAUKESHA COUNTIES, WI --



Source: Reis, Inc.

THE LOCAL APARTMENT MARKET

Not only are vacancies among all asset classifications of apartments in Milwaukee and Waukesha counties in a tight to balanced condition at 4.9 percent (3.5 percent excluding new/unabsorbed units), but vacancies are even tighter in the West Allis PMA. Focusing first on the southern portion of the PMA (south of I-94), the overall vacancy rate among 26 moderate- to larger-scale developments surveyed in December 2020, i.e., those containing 20 total units or more and constructed since 1985, stands at just 2.4 percent (see **Exhibit 3.1**). This figure excludes one community which is still undergoing its initial absorption period, i.e., Velo Village in Franklin which is currently absorbing units at a pace of 20.9 per month.

North of I-94 in the city of Wauwatosa, which has been a recent hotbed for rental apartment development, vacancies are also in a tight condition at 4.1 percent among stabilized communities (see **Exhibit 3.2**).

One of the primary reasons for the tightness of the local apartment market, especially south of I-94, is the overall limited number of new construction developments throughout this portion of the PMA. For example, unlike many other suburban areas of the Milwaukee region, new rental apartment development in the southern reaches of the West Allis PMA has not kept pace with demand during the last 20 years. Since 2000, only 16 new rental communities have been introduced in this broad geographic area, *many of which are smaller in scale* and lacking community amenities. The newest of these developments, i.e. those constructed in the last five years, include two communities in West Allis, two developments in Franklin, two in Greenfield, and one in Greendale (7 total developments). Conversely, the city of Wauwatosa to the north has witnessed the introduction of ten (10) new apartment communities in the last six years (1,300+ total units), yet all have performed well.

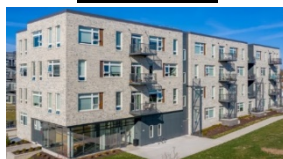
The two most recent market entrants in West Allis itself include Element 84 (203 Units) and The West Living (177 Units), both of which have been extremely well received. For example, Element 84, which was constructed in 2020, reached stabilized occupancy in eight short months, absorbing units at a pace of 24.0 monthly. The West Living, in turn, which was constructed one year earlier, absorbed its apartments at a rate of 29.2 per month, reaching stabilized occupancy in less than six months. For perspective, the typical new apartment community in suburban Milwaukee (containing between 150 and 250 total units) absorbs between 10 and 15 units monthly. In addition, as of our December 2020 survey, both Element 84 and The West Living reported tight vacancy levels as highlighted in the following text table:

**NEWER/LARGER APARTMENT DEVELOPMENTS
-- WEST ALLIS, WISCONSIN --**

| Development (Year Built) | Total Units | Vacant | Vacancy Rate | Average Plan Size (Sq. Ft.) | Average Monthly Base Rent | Average Base Rent Per Sq. Ft. | Average Monthly Absorption Rate (In Units) |
|--------------------------|-------------|--------|--------------|-----------------------------|---------------------------|-------------------------------|--|
| Element 84 (2020) | 203 | 4 | 2.0 | 919 | \$1,296 | \$1.41 | 24.0 |
| The West Living (2019) | 177 | 6 | 3.4 | 976 | \$1,440 | \$1.48 | 29.2 |

Source: Tracy Cross & Associates, Inc.

Element 84



The West Living



The average posted base rent level at Element 84 and The West Living, not including premiums or enclosed parking, currently stands at \$1,363 monthly which includes a typical 946 square foot apartment. This translates to a value ratio of \$1.44 per square foot. The effective rent is the same as neither development

3.1

COMPOSITE RENTAL SUMMARY: APARTMENT COMMUNITIES CONSTRUCTED IN 1985 OR LATER WEST ALLIS PRIMARY MARKET AREA (SOUTH OF I-94): DECEMBER 2020

| Development | Municipality | Year Built/ Year Renovated | Total Units | Number Vacant | Percent Vacant (Absorption Rate in Units) | Average Unit Size (Sq. Ft.) | Average Posted Base Monthly Rent | |
|------------------------------------|---------------|-------------------------------|--|-----------------------------------|--|-----------------------------------|-------------------------------------|---------------|
| | | | | | | | \$ | \$/Sq. Ft. |
| Fairway Meadows | Franklin | 1995 | 50 | 0 | 0.0 | 815 | \$987 | \$1.21 |
| Forest View | Franklin | 2014 | 42 | 0 | 0.0 | 1,341 | 1,440 | 1.07 |
| Manchester Oaks | Franklin | 1991 | 256 | 2 | 1.2 | 1,076 | 1,376 | 1.28 |
| Statesman | Franklin | 2019 | 180 | 2 | 1.1 | 1,067 | 1,496 | 1.40 |
| Velo Village ⁽¹⁾ | Franklin | 2020 | 265 | 218 | 82.3 (20.9/Mo.) | 944 | 1,415 | 1.50 |
| Overlook Lakes | Greendale | 2000 | 152 | 1 | 0.7 | 1,237 | 1,531 | 1.24 |
| Greenbelt | Greendale | 2018 | 160 | 4 | 2.5 | 1,128 | 1,419 | 1.26 |
| Falcon Glen | Greenfield | 2011 | 164 | 9 | 5.5 | 1,648 | 1,921 | 1.17 |
| Forte at 84 South | Greenfield | 2018 | 268 | 3 | 1.1 | 874 | 1,414 | 1.62 |
| Foxwood Crossing | Greenfield | 1994 | 72 | 1 | 1.4 | 1,350 | 1,425 | 1.06 |
| Greenfield Highlands-Ph 1 | Greenfield | 2015 | 30 | 1 | 3.3 | 1,306 | 1,736 | 1.33 |
| Greenfield Highlands-Ph 2-6 | Greenfield | 2016 | 150 | 7 | 4.7 | 1,353 | 1,820 | 1.35 |
| The Orchard | Greenfield | 2009 | 46 | 2 | 4.3 | 1,533 | 1,674 | 1.09 |
| Ravinia | Greenfield | 1991 | 150 | 1 | 0.7 | 1,092 | 1,381 | 1.26 |
| Rivershire | Greenfield | 1988 | 432 | 10 | 2.3 | 1,054 | 1,178 | 1.12 |
| Parkside | Hales Corners | 2005 | 120 | 9 | 7.5 | 1,133 | 1,260 | 1.11 |
| Plum Tree | Hales Corners | 1988 | 244 | 1 | 0.4 | 1,057 | 1,328 | 1.26 |
| Whitnall Glen | Hales Corners | 1998 | 42 | 0 | 0.0 | 1,068 | 1,197 | 1.12 |
| Central Pointe | New Berlin | 2015 | 40 | 2 | 5.0 | 987 | 1,429 | 1.45 |
| Highlands of New Berlin | New Berlin | 1998 | 158 | 2 | 1.3 | 1,127 | 1,418 | 1.26 |
| The Sanctuary | New Berlin | 2001 | 182 | 5 | 2.7 | 1,210 | 1,550 | 1.28 |
| 92nd Street Commons | West Allis | 2014 | 38 | 3 | 7.9 | 874 | 1,105 | 1.26 |
| Autumn Glen | West Allis | 1985 | 145 | 5 | 3.4 | 854 | 985 | 1.15 |
| Element 84 | West Allis | 2020 | 203 | 4 | 2.0 | 919 | 1,296 | 1.41 |
| Six Points-Ph 1 | West Allis | 2009 | 178 | 9 | 5.1 | 979 | 1,215 | 1.24 |
| The West Living | West Allis | 2019 | 177 | 6 | 3.4 | 976 | 1,440 | 1.48 |
| Total/ Weighted Average | --- | --- | 3,944 / 3,679⁽²⁾ | 307 / 89⁽²⁾ | 7.8 / 2.4⁽²⁾ | 1,086 | \$1,392 | \$1.28 |

⁽¹⁾ Community is still undergoing its initial absorption period.

⁽²⁾ Excludes the community still undergoing its initial absorption period.

3.2

COMPOSITE RENTAL SUMMARY: APARTMENT COMMUNITIES CONSTRUCTED IN 1985 OR LATER WAUWATOSA: DECEMBER 2020

| Development | Year Built/ Year Renovated | Total Units | Number Vacant | Percent Vacant (Absorption Rate in Units) | Average Unit Size (Sq. Ft.) | Average Posted Base Monthly Rent | |
|------------------------------------|-------------------------------|--|-----------------------------------|--|-----------------------------------|-------------------------------------|---------------|
| | | | | | | \$ | \$/Sq. Ft. |
| 1600 Tosa - Phases I-III | 2013 | 204 | 3 | 1.5 | 975 | \$1,400 | \$1.44 |
| The 2100 | 2018 | 97 | 2 | 2.1 | 822 | 1,347 | 1.64 |
| Crescent ⁽¹⁾ | 2020 | 102 | 95 | 93.1 (3.5/Mo.) | 781 | 1,541 | 1.97 |
| Echelon at Innovation Campus | 2015 | 188 | 6 | 3.2 | 862 | 1,585 | 1.84 |
| The Enclave | 2012 | 192 | 13 | 6.8 | 922 | 1,560 | 1.69 |
| Gallatin | 2020 | 27 | 11 | 40.7 (1.1/Mo.) | 852 | 1,889 | 2.22 |
| Harmonee Square | 2018 | 30 | 2 | 6.7 | 1,112 | 2,000 | 1.80 |
| Mayfair Reserve | 2017 | 236 | 11 | 4.7 | 875 | 1,329 | 1.52 |
| Pasadena | 2014 | 24 | 1 | 4.2 | 804 | 1,418 | 1.76 |
| The Reef | 2015 | 180 | 13 | 7.2 | 830 | 1,580 | 1.90 |
| The Reserve at Wauwatosa Village | 2001 | 231 | 5 | 2.2 | 1,161 | 1,619 | 1.39 |
| State Street Station | 2016 | 148 | 7 | 4.7 | 829 | 1,700 | 2.05 |
| Synergy at Mayfair Collection | 2018 | 269 | 11 | 4.1 | 739 | 1,389 | 1.88 |
| Underwood Station | 2005 | 55 | 4 | 7.3 | 1,033 | 1,298 | 1.26 |
| Wilshire Manor | 1991 | 54 | 0 | 0.0 | 917 | 1,079 | 1.18 |
| Total/ Weighted Average | --- | 2,037 / 1,908⁽²⁾ | 184 / 78⁽²⁾ | 9.0 / 4.1⁽²⁾ | 896 | \$1,494 | \$1.67 |

⁽¹⁾ Community is still undergoing its initial absorption period.

⁽²⁾ Excludes communities still undergoing their initial absorption periods.

Source: Tracy Cross & Associates, Inc.

was offering any type of incentive or concession at the time of survey. Base rents at Element 84 and The West Living hover near the top of the market among developments within the PMA.

The highest rental rates currently being attained within the southern portion of the PMA are found in nearby Greenfield at Fiduciary's *Forte at 84 South*, which consists of 268 total units distributed among a variety of higher-density buildings in a mixed-use environment. This development was constructed in 2018, and during its initial lease-up period achieved stabilized occupancy in 15 months at an average absorption rate of 17.0 units per month. Currently, *Forte at 84 South* carries a vacancy rate of just 1.1 percent with rent levels averaging \$1.62 per square foot.

In Wauwatosa, rents are much higher among the newest developments, ranging from 1.64 to 2.22 per square foot.

Again, the recent success of new/newer apartment developments throughout the West Allis PMA can be tied directly to an undersupplied market for many years.

FUTURE APARTMENT COMPETITION

Throughout the broad geographic area of the PMA (south of I-94), only six market rate apartment developments totaling 587 units are officially in the planning pipeline at this time – well below what can be accommodated in this market to satisfy demand. These include two relatively large communities in West Allis itself, i.e. *SoNa* by Mandel (110 units) and *Allis Yards* by Cobalt (281 units). Other than these two communities, just three smaller-scale market rate projects in Greenfield are formally proposed totaling 196 apartments, although one larger apartment project in Greenfield (300+ units) is in preliminary discussions. In addition, one or two additional properties in West Allis are being contemplated for apartments. There are currently no apartment developments formally proposed in Greendale, Hales Corners, Franklin, or New Berlin. In Wauwatosa (north of I-94), however, there are over 1,100 apartments in the planning pipeline, although most of these are currently at concept stage.

THE FOR SALE MARKET

New construction for sale development throughout the entire West Allis PMA is generally characterized by smaller-scale broker-represented developments reflecting subdivisions directed to primary consumer segments which (in many cases) have been marketed in phases over extended periods of time. Specifically, there are only a handful of recently introduced developments actively marketing new units in proprietary communities, all of which are located in the southern and western portions of the PMA (Franklin and New Berlin) where land is more readily available for new construction for sale housing. In addition, much of this development consists of lot sale communities where consumers or semi-custom/custom homebuilders offer build-to-suit product alternatives. In the entirety of the PMA, single family building permits, which include single family detached homes as well as single-address townhomes, duplexes and villa units, has hovered around 100 units annually over the last 13 years, despite demand potentials being much stronger based upon household growth levels and replacement derivatives. This lack of new construction for sale development activity is due, in large part, to the built-out nature of most portions of the PMA.

In West Allis itself, for sale development has been scarce in recent years and limited to the occasional tear-down single family dwelling or small-scale townhome/duplex offering.

Suffice it to say that the state of the current new construction home market in the PMA (in and of itself) represents an opportunity for development/redevelopment in West Allis simply on the basis of severe supply-side constraints.

In the West Allis PMA, new/newer **single family** closing activity has been generally steady over the last two years, with little improvement, mainly because of the lack of new developments entering this particular market. As highlighted in the following text table, a total of between 50 and 60 new single family detached homes are sold/closed annually in the PMA (through the local multiple listing service), at price points averaging over \$400,000.

**NEW/NEWER SINGLE FAMILY CLOSINGS
HOMES CONSTRUCTED BETWEEN 2015-2020: WEST ALLIS PMA
2018-2020**

| Price Range | 2018 | | 2019 | | 2020 | |
|-------------------------------|-----------------------|------------------|-----------------------|------------------|-----------------------|------------------|
| | Number of Closings | Percent of Total | Number of Closings | Percent of Total | Number of Closings | Percent of Total |
| Under \$250,000 | 1 | 3.7 | 2 | 3.6 | 0 | 0.0 |
| 250,000 - 299,999 | 4 | 14.8 | 4 | 7.1 | 0 | 0.0 |
| 300,000 - 349,999 | 3 | 11.1 | 4 | 7.1 | 1 | 1.6 |
| 350,000 - 399,999 | 5 | 18.5 | 8 | 14.3 | 1 | 1.6 |
| 400,000 - 449,999 | 6 | 22.2 | 11 | 19.6 | 8 | 13.1 |
| 450,000 - 499,999 | 4 | 14.8 | 11 | 19.6 | 10 | 16.4 |
| 500,000 - 549,999 | 2 | 7.4 | 8 | 14.3 | 17 | 27.9 |
| 550,000 - 599,999 | 1 | 3.7 | 5 | 9.0 | 6 | 9.9 |
| 600,000 - 699,999 | 0 | 0.0 | 1 | 1.8 | 13 | 21.3 |
| 700,000 & Above | 1 | 3.7 | 2 | 3.6 | 5 | 8.2 |
| Total | 27 | 100.0 | 56 | 100.0 | 61 | 100.0 |
| Median | ----- \$405,000 ----- | | ----- \$445,662 ----- | | ----- \$531,003 ----- | |
| Average Days on Market | ----- 63 ----- | | ----- 34 ----- | | ----- 21 ----- | |

Source: Southeast Wisconsin Multiple Listing Service

New construction closings recorded by the multiple listing service do not include all proprietary subdivision activity among single family developments in areas like Franklin and New Berlin where just a few scattered-site lot sale communities exist. Most notable relative to scale, and virtually the only one of its kind at present, is Veridian Homes' 68-unit Aspen Woods development in Franklin, which is averaging 2.0 sales monthly at prices ranging from \$500,000 to \$600,000. Note: there are currently no active single family developments (of scale) in the city of West Allis or in the immediate surrounding area.

While the lack of new single family development (of scale) is keeping volumes in the more modest ranges, especially when demand is much stronger, so, too, is the overall higher price position of the new construction homes being built. In fact, with the median price of a single family closing (as recorded through the multiple listing service) standing at \$531,003 in 2020, there is a complete disconnect with the distribution of household incomes, which is putting extreme pressure on the existing home market, i.e. the resale sector. For example, the median closing price among new construction units in the PMA is now almost \$300,000 higher than that of a resale counterpart. As a result, prices in the existing home market have been increasing and the average "days on market" have been dropping precipitously.

As highlighted in the following text table, the average market time of an older-stock single family resale closing in 2020 stood at just 22 days, down from 27 days in 2019 and 32 days in 2018. For reference, the typically marketing time for a single family detached resale in the Midwest ranges from 72-90 days.

**SINGLE FAMILY RESALE CLOSINGS
HOMES CONSTRUCTED BEFORE 2015: WEST ALLIS PMA
2018-2020**

| Price Range | 2018 | | 2019 | | 2020 | |
|-------------------------------|-----------------------|------------------|-----------------------|------------------|-----------------------|------------------|
| | Number of Closings | Percent of Total | Number of Closings | Percent of Total | Number of Closings | Percent of Total |
| Under \$200,000 | 1,205 | 43.3 | 1,021 | 36.7 | 776 | 27.8 |
| 200,000 - 249,999 | 543 | 19.5 | 543 | 19.5 | 585 | 21.0 |
| 250,000 - 299,999 | 462 | 16.6 | 516 | 18.5 | 530 | 19.0 |
| 300,000 - 349,999 | 239 | 8.6 | 332 | 11.9 | 388 | 13.9 |
| 350,000 - 399,999 | 163 | 5.9 | 179 | 6.4 | 236 | 8.5 |
| 400,000 - 449,999 | 84 | 3.0 | 74 | 2.7 | 113 | 4.1 |
| 450,000 - 499,999 | 32 | 1.1 | 51 | 1.8 | 57 | 2.0 |
| 500,000 - 549,999 | 13 | 0.5 | 27 | 1.0 | 37 | 1.3 |
| 550,000 - 599,999 | 21 | 0.8 | 19 | 0.7 | 29 | 1.0 |
| 600,000 - 699,999 | 10 | 0.4 | 12 | 0.4 | 25 | 0.9 |
| 700,000 & Above | 14 | 0.5 | 9 | 0.3 | 11 | 0.4 |
| Total | 2,786 | 100.0 | 2,783 | 100.0 | 2,787 | 100.0 |
| Median | ----- \$217,179 ----- | | ----- \$234,102 ----- | | ----- \$253,157 ----- | |
| Average Days on Market | ----- 32 ----- | | ----- 27 ----- | | ----- 22 ----- | |

Source: Southeast Wisconsin Multiple Listing Service

In the **duplex/townhome/condominium** sector, a similar condition exists in the PMA relative to pricing differentials between new construction units and resales, although attached sector units account for a much smaller share of the market. As highlighted in the table below, there are currently just 20-30 new attached units being sold annually market-wide, mainly because of limited supply in this sector, coupled with price points that exceed \$350,000 on average. Note: there are currently no active duplex/townhome/condominium developments (of scale) in the city of West Allis.

**NEW/NEWER DUPLEX/TOWNHOME/CONDOMINIUM CLOSINGS
HOMES CONSTRUCTED BETWEEN 2015-2020: WEST ALLIS PMA
2018-2020**

| Price Range | 2018 | | 2019 | | 2020 | |
|-------------------------------|-----------------------|------------------|-----------------------|------------------|-----------------------|------------------|
| | Number of Closings | Percent of Total | Number of Closings | Percent of Total | Number of Closings | Percent of Total |
| Under \$200,000 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| 200,000 - 249,999 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| 250,000 - 299,999 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| 300,000 - 349,999 | 12 | 42.9 | 2 | 10.0 | 1 | 3.1 |
| 350,000 - 399,999 | 9 | 32.1 | 13 | 65.0 | 7 | 21.9 |
| 400,000 - 449,999 | 4 | 14.3 | 3 | 15.0 | 19 | 59.4 |
| 450,000 - 499,999 | 3 | 10.7 | 2 | 10.0 | 3 | 9.4 |
| 500,000 - 549,999 | 0 | 0.0 | 0 | 0.0 | 1 | 3.1 |
| 550,000 - 599,999 | 0 | 0.0 | 0 | 0.0 | 1 | 3.1 |
| 600,000 - 699,999 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| 700,000 & Above | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| Total | 28 | 100.0 | 20 | 100.0 | 32 | 100.0 |
| Median | ----- \$364,999 ----- | | ----- \$380,768 ----- | | ----- \$412,800 ----- | |
| Average Days on Market | ----- 148 ----- | | ----- 90 ----- | | ----- 61 ----- | |

Source: Southeast Wisconsin Multiple Listing Service

Again, the higher price position found in the new construction attached sector is putting tremendous pressure on the existing home market as evidenced by duplex/townhome/condominium resale closings averaged just 19 days on market in 2020, down from 30 days in 2018. As highlighted in the following text table, the difference in price between typical resale and new construction attached sector units is over \$200,000.

DUPLEX/TOWNHOME/CONDOMINIUM RESALE CLOSINGS
HOMES CONSTRUCTED BEFORE 2015: WEST ALLIS PMA
2018-2020

| Price Range | 2018 | | 2019 | | 2020 | |
|-------------------------------|-----------------------|------------------|-----------------------|------------------|-----------------------|------------------|
| | Number of Closings | Percent of Total | Number of Closings | Percent of Total | Number of Closings | Percent of Total |
| Under \$150,000 | 245 | 47.2 | 186 | 36.5 | 171 | 32.3 |
| 150,000 - 174,999 | 88 | 17.0 | 91 | 17.8 | 92 | 17.4 |
| 175,000 - 199,999 | 63 | 12.1 | 74 | 14.5 | 99 | 18.7 |
| 200,000 - 249,999 | 72 | 13.9 | 84 | 16.5 | 91 | 17.2 |
| 250,000 - 299,999 | 39 | 7.5 | 50 | 9.8 | 44 | 8.3 |
| 300,000 - 349,999 | 8 | 1.5 | 14 | 2.7 | 19 | 3.6 |
| 350,000 - 399,999 | 2 | 0.4 | 9 | 1.8 | 9 | 1.7 |
| 400,000 - 449,999 | 2 | 0.4 | 1 | 0.2 | 3 | 0.6 |
| 450,000 - 499,999 | 0 | 0.0 | 1 | 0.2 | 0 | 0.0 |
| 500,000 - 549,999 | 0 | 0.0 | 0 | 0.0 | 1 | 0.2 |
| 550,000 - 599,999 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| 600,000 - 699,999 | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| 700,000 & Above | 0 | 0.0 | 0 | 0.0 | 0 | 0.0 |
| Total | 519 | 100.0 | 510 | 100.0 | 529 | 100.0 |
| Median | ----- \$154,117 ----- | | ----- \$168,960 ----- | | ----- \$175,400 ----- | |
| Average Days on Market | ----- 30 ----- | | ----- 22 ----- | | ----- 19 ----- | |

Source: Southeast Wisconsin Multiple Listing Service

Given these conditions in the for sale sector of the market, West Allis is in a unique position to capitalize on the dramatic price disparity that exists between resales and new construction units, especially considering new construction for sale housing supply is so limited. In fact, from a proprietary subdivision standpoint, just one development of scale is located in the PMA, i.e. Halen Homes' 38-unit duplex condominium community in Franklin, which consists of an "all ranch" product line priced from the mid to upper \$300,000s. This development has generated 1.5 sales monthly since opening.

FUTURE FOR SALE COMPETITION

Just one for sale community is in the planning pipeline in West Allis. This development, Pioneer Urban Condominiums, is in the very preliminary stages of planning and will consist of just 30 units. Beyond this development, just a few smaller-scale for sale communities are being contemplated in Franklin and New Berlin. Again, future "known" supply indicates clear imbalance relative to underlying demand potentials.





4. THE SENIOR HOUSING SECTOR

As a component of the residential marketplace, our firm also evaluated the potential for senior supportive living housing forms within the city of West Allis. Based upon a synthesis of market factors, the opportunity for congregate service-enhanced senior housing development within the subject property, unlike that of conventional forms, is viewed as *limited* at this time. Simply put, while there is more than adequate support for new conventional rental apartment and for sale development, including product capable of attracting the active adult (55+) component, a relatively shallow base of income-qualifying householders aged 75 and older, coupled with overall vacancies which indicate generally weak conditions among the substantial base of service-enhanced congregate senior communities in the market, indicate ***an element of risk*** attendant to development of service-enhanced senior rental forms within the municipality. Rationale leading to this conclusion is summarized in the following paragraphs:

- Given the fact that senior citizens tend to age in-place or move only a short distance from where they currently reside, pertinent socio-economic and demographic characteristics of the area's mature constituency, along with factors such as location, access to transportation, healthcare, and other services were examined to determine the market area for future senior-oriented development within West Allis. Specifically, congregate senior housing development/redevelopment would derive its *principal* demand support from West Allis itself. As such, an evaluation of senior housing potentials within the overall West Allis PMA was performed as a backdrop to more relevant statistics internal to the city of West Allis.
- As summarized in the following text table, the West Allis PMA currently supports an estimated 2020 base of 15,308 households aged 75 and older, reflecting the maturation of 83 households yearly (on average) since 2000, although elderly household totals dropped between 2010 and 2020. By age category, householders aged 75 to 84 accounted for 63.1 percent of the PMA's aggregate senior household base in 2020, with the remaining 36.9 percent representing age cohorts of 85 and older. The city of West Allis supported an estimated 2020 senior household base (75+) of 3,198 or 26.2 percent of the PMA's senior household base. *However, in West Allis, senior household levels decreased by nearly 25.0 percent between 2000 and 2020.*

POPULATION AND HOUSEHOLD TRENDS: PERSONS AGED 75 AND OLDER
-- WEST ALLIS PMA AND THE CITY OF WEST ALLIS --

| Area | 2000 | 2010 | 2020 | 2025 (Proj.) | Average Annual Change | | |
|------------------------------|--------|--------|--------|--------------|-----------------------|-----------|-----------|
| | | | | | 2000-2010 | 2010-2020 | 2020-2025 |
| HOUSEHOLDS AGED 75+ | | | | | | | |
| West Allis PMA | 13,657 | 16,370 | 15,308 | 16,212 | 271 | -106 | 181 |
| City of West Allis | 4,257 | 3,629 | 3,198 | 3,397 | -63 | -43 | 40 |
| Remainder of PMA | 9,400 | 12,741 | 12,110 | 12,815 | 334 | -63 | 141 |
| HOUSEHOLDS AGED 75-84 | | | | | | | |
| West Allis PMA | 10,532 | 11,058 | 9,666 | 10,759 | 53 | -139 | 219 |
| City of West Allis | 3,177 | 2,252 | 1,951 | 2,269 | -93 | -30 | 64 |
| Remainder of PMA | 7,355 | 8,806 | 7,715 | 8,490 | 145 | -109 | 155 |
| HOUSEHOLDS AGED 85+ | | | | | | | |
| West Allis PMA | 3,125 | 5,312 | 5,642 | 5,453 | 219 | 33 | -38 |
| City of West Allis | 1,080 | 1,377 | 1,247 | 1,128 | 30 | -13 | -24 |
| Remainder of PMA | 2,045 | 3,935 | 4,395 | 4,325 | 189 | 46 | -14 |

Source: U.S. Census Bureau; Environics Analytics; and Tracy Cross & Associates, Inc.

- ❑ By 2025, it is projected that the number of resident senior households in the PMA will advance to 16,212, representing the maturation of 181 households yearly, with the city of West Allis expected to grow slightly as well, although reaching levels still well below senior household totals represented in 2000.
- ❑ Currently, approximately 40 percent of all senior households in both the PMA and the city of West Allis are *renters*. This representation reflects a concentration of continuing care retirement communities, along with independent living and supportive living developments, including projects (locally) such as Heritage Senior Living, Library Square, Mitchell Manor/Meadowmere, Noble Senior Living, The Landmark and Village at Manor Park, along several low-income senior facilities such as Berkshire.
- ❑ Among the group of localized market rate senior housing communities in West Allis (as identified above), vacancy rates are high averaging over 15 percent and running as high as 38.5 percent among the assisted living units at Library Square. While the coronavirus pandemic has had some impact on vacancy rates, interviews with facility personnel indicated that double-digit vacancies were not uncommon prior to the pandemic.
- ❑ Analysis of the West Allis PMA's senior household base reveals an estimated 2020 median household income of just \$33,979, roughly 53.0 percent *below* the estimated \$72,186 median income of PMA householders *younger than 75*. More importantly, as illustrated in the following text table, only 31.6 percent of resident senior households currently have annual incomes of \$50,000 per annum and/or support an estimated net worth in excess of \$200,000, levels requisite to afford market rate congregate service-enhanced/supportive alternatives in the market today. However, most newer market rate communities require incomes of \$75,000 or more and/or net worth levels above \$300,000. In the PMA, only 16.3 percent of all senior households fall into this category and just 11.4 percent in the city of West Allis.

**HOUSEHOLD INCOMES: HOUSEHOLDERS AGED 75+
-- WEST ALLIS PMA AND THE CITY OF WEST ALLIS --**

| Income Range | West Allis PMA | | City of West Allis | | Remainder of PMA | |
|--|-----------------------------|-----------------------------|---------------------------|---------------------------|-----------------------------|-----------------------------|
| | 2020 | 2025 | 2020 | 2025 | 2020 | 2025 |
| Householders Aged 75 and Older | | | | | | |
| Under \$35,000 | 7,933 | 7,799 | 1,984 | 1,999 | 5,949 | 5,800 |
| 35,000 - 49,999 | 2,539 | 2,608 | 483 | 513 | 2,056 | 2,095 |
| 50,000 - 74,999 | 2,338 | 2,580 | 367 | 424 | 1,971 | 2,156 |
| 75,000 - 99,999 | 1,099 | 1,296 | 179 | 195 | 920 | 1,101 |
| 100,000 - 149,999 | 937 | 1,203 | 133 | 184 | 804 | 1,019 |
| 150,000 - 199,999 | 230 | 346 | 36 | 55 | 194 | 291 |
| 200,000 and Over | 232 | 380 | 16 | 27 | 216 | 353 |
| Total | 15,308 | 16,212 | 3,198 | 3,397 | 12,110 | 12,815 |
| Median | \$33,979 | \$36,861 | \$28,552 | \$30,163 | \$35,805 | \$38,912 |
| Householders With Incomes of... | | | | | | |
| \$50,000+ Percent | 4,836 31.6 | 5,805 35.8 | 731 22.9 | 885 26.1 | 4,105 33.9 | 4,920 38.4 |
| \$75,000+ Percent | 2,498 16.3 | 3,225 19.9 | 364 11.4 | 461 13.6 | 2,134 17.6 | 2,764 21.6 |

Source: Environics Analytics and Tracy Cross & Associates, Inc.

- Our conclusion also reflects the fact that, despite the aging of the general population, householders in their maturing lifecycle move infrequently. In fact, just 5.0-6.0 percent of those aged 75 and older move each year. Moreover, for the age-qualified households that do move, a number of options are available including 1) migration out-of-state or out of the immediate area, generally cast at 10.0 to 15.0 percent; 2) into an existing home (most often with family members); 3) into alternative new for sale product, including those that are deed-restricted on the basis of age, as well as those that have been designed with a direct, but not restricted, appeal to mature consumers; and 4) into some form of age-restricted or service-enhanced congregate rental housing. Hence, since most seniors prefer to age in-place (barring a health crisis), the market potential for congregate senior housing within the West Allis PMA, and the city of West Allis in particular, can be viewed as only so large. As delineated in the following text table, applying mobility, tenure, and lifestyle factors to the base of income-qualifying senior households for new market rate senior housing (i.e. those with incomes of *at least* \$75,000 per annum and/or net worth in excess of \$300,000) reveals that the city of West Allis is capable of absorbing only seven (7) *net new* serviced-enhanced congregate rental units annually during the 2021-2025 forecast period (or a total of 35 new units).

**DERIVATION OF ANNUAL SERVICE-ENHANCED SENIOR HOUSING DEMAND: 2021 - 2025
-- CITY OF WEST ALLIS --**

| Attribute | 2020 | | 2025 | |
|--|---|-------|------------------------|-------|
| | Householders Aged | | Householders Aged | |
| | 75-84 | 85+ | 75-84 | 85+ |
| Total Cohort Households | 1,951 | 1,247 | 2,269 | 1,128 |
| With Annual Incomes of \$75,000 or More and/or (Net Worth in Excess of \$300,000) | 263 | 101 | 352 | 109 |
| Annual Propensity to Move | | | | |
| @ 6 Percent | 16 | --- | 21 | --- |
| @ 5 Percent | --- | 5 | --- | 5 |
| Annual Propensity to Remain in Area | | | | |
| @ 85 Percent | 14 | 4 | 18 | 4 |
| Annual Propensity to Move to New CIL/CAL/MC | | | | |
| @ 30 Percent | 4 | --- | 5 | --- |
| @ 50 Percent | --- | 2 | --- | 2 |
| Average Annual Demand for CIL/CAL/MC Development: 2020-2025 Period | | | | |
| Householders Aged 75 to 84 | ----- | | 5 | ----- |
| Householders Aged 85+ | ----- | | 2 | ----- |
| Total Annual Demand Potential | ----- | | 7 | ----- |
| Distribution of Annual Demand by Service Segment | | | | |
| <i>Annual Propensity to Move to</i> | | | | |
| | | | 5 | |
| | <i>Independent Living @ 80.0%:</i> | | 2 | |
| | <i>Assisted Living @ 20.0%:</i> | | 1 | |
| | <i>Memory Care as a part of Assisted Living at 50.0%:</i> | | | |

Source: Environics Analytics and Tracy Cross & Associates, Inc.

- ❑ Not only is there a rather shallow demand base for senior housing units in West Allis, i.e. 35 total units over the next five years, but the supply of vacant units at Heritage Senior Living, Library Square, Mitchell Manor/Meadowmere, Noble Senior Living, The Landmark and Village at Manor Park stands at more than 100.

Given the market factors summarized, it is our firm's professional opinion that the *strongest market-driven opportunities* for West Allis are found in the conventional rental apartment and for sale sectors of the market (targeting consumer segments ranging in age from 25-74) as detailed in Section 1 of this report.



GENERAL LIMITING CONDITIONS

Tracy Cross & Associates, Inc. has made extensive efforts to confirm the accuracy and timeliness of the information contained in this study. Such information was compiled from a variety of sources, including interviews with developers/property managers and their agents, government officials, and other third parties. Although Tracy Cross & Associates, Inc. believes all information in this study is correct, it does not warrant the accuracy of such information and assumes no responsibility for inaccuracies in the information provided by third parties.

Conclusions and recommendations established in this analysis represent a professional opinion and are based upon forecasts into the future which could be significantly altered by outside occurrences. These include, among others, the possible interplay of unforeseen social, economic, physical/environmental, and governmental actions. In this regard, Tracy Cross & Associates, Inc., its owners, and its employees shall be held harmless of changes in conditions that may materially result from these occurrences.



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West Allis Complete Streets Policy

Resolution approving a Complete Streets Policy for the City of West Allis. This resolution approves a Complete Streets Policy to incorporate Complete Streets principles of street design for all modes of transportation into public way improvements and project phases.

Whereas, The City of West Allis seeks to establish a Complete Streets Policy that will help guide each phase of the development process for projects within the public realm so as to create safer, more accessible, attractive, and overall more inviting facilities for all users; and

Whereas, The City is committed to fostering a livable city through the creation of Complete Streets that improve access to neighborhoods, prioritize the safety and health of residents and visitors, support economic growth, improve access to education and jobs, enhance urban design, encourage physical activity, and reduce negative environmental impacts throughout the city; and

Whereas, Complete Streets are defined as facilities that are safe, comfortable and convenient for users of all travel modes, including walking, use of mobility aids, bicycling, riding public transportation, and driving motor vehicles; and

Whereas, The City recognizes that Complete Streets must be sensitive to surrounding context including buildings, land use, transportation and community needs; and

Whereas, The City recognizes that a safe, reliable, and comprehensive transportation network is a right of all residents of, and visitors to, West Allis, regardless of ability, age, gender, race, ethnicity, or income; and

Whereas, The City recognizes that a comprehensive, well-connected, and reliable transportation network is essential to give residents the ability to travel to school, travel to work, engage in social activities, and contribute to the commercial and economic vitality of the city; and

Whereas, The ability to safely travel within the public way is paramount; and

Whereas, The City recognizes that speeding and reckless driving contribute to crashes that can cause severe injury or even death; and

Whereas, The City also recognizes that through Complete Streets elements the design of streets can improve poor motorist behaviors such as excessive travel speeds; and

Whereas, The City recognizes disparities, including, but not limited to, access to diverse transportation options, crash rates, health outcomes, education, income, employment, and others; and

Whereas, The City also recognizes that a comprehensive, equitable approach to transportation design can play a role in addressing these disparities; and

Whereas, West Allis's streets have the opportunity to reflect the City's and individual neighborhoods' unique characteristics and needs; and

Whereas, A Complete Streets Policy will align with the City of West Allis Strategic Plan goals: 1. Image, brand, destination 2. Quality of Life 3. Citizen Engagement 4. Economic Vitality and Sustainability %.
Excellence in Government

Whereas, Through the comprehensive planning process, residents, business owners, and other stakeholders have articulated a vision for the streets and transportation priorities within their individual neighborhoods; and

Whereas, A Complete Streets policy will further supplement the City's Comprehensive Plan, encouraging infill, mixed-use, and transit-oriented development that better support travel needs resulting from increased density in neighborhoods and along corridors; and

Whereas, The City recognizes that when implementing the Complete Streets Policy, special care must be taken when evaluating the impacts of proposed projects on low-income communities and ensuring that this policy is implemented in a manner that fosters equity across city neighborhoods; and

Whereas, The City recognizes that a balanced, needs-based approach to parking is vital to the economic health of neighborhoods and the city; and

Whereas, The City seeks to align land use and transportation goals, policies and code provisions to create Complete Street solutions that are clear, concise and consistent across all platforms; and

Whereas, The City recognizes how design review has evolved, and that it must update its design guide to accomplish a standard that meets the needs of the public's most vulnerable users; and

Whereas, This information should be readily available from the City's website in addition to being supported by individual units within the Department of Engineering, the Department of Public Works and the Planning & Zoning program; and

Whereas, The City also recognizes the importance of departmental collaboration between the departments of Public Works, Engineering, Planning & Zoning, Health, Communications, and Administration to establish a unified purpose in creating Complete Streets throughout the city of West Allis; and

Whereas, The City also recognizes the importance of partnerships with the Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, Milwaukee County Department of Transportation, Milwaukee County Transit System, Milwaukee County Parks, Southeastern Wisconsin Regional Planning Commission, WAWM Public Schools, the downtown business improvement district, neighborhood associations, private developers, public and private utilities, and other agencies to promote Complete Streets on infrastructure within but not owned and maintained by the City of West Allis; now, therefore, be it

Resolved, By the Common Council of the City of West Allis, The City approves the following Complete Streets Policy:

1. The City shall endeavor to design, operate, and maintain the public way to address accessibility and maximize the comfort, safety, and needs of all users, of all ages and abilities, whether traveling on foot, by using mobility aids/devices, by transit, by bicycle, or by motor vehicle, including freight/delivery. This Complete Streets Policy shall apply to all public and private entities doing work in the public way and on City-owned transportation facilities, including, but not limited to, streets, sidewalks, alleys, bridges, and trails. The City will require the owners and operators of other highways, private streets, sidewalks, alleys, trails, and parking lots to also adhere to the Policy through funding requirements and development review processes.
2. The City shall endeavor to incorporate this Complete Streets Policy into all appropriate projects to incrementally achieve a complete, interconnected transportation network that serves all users and encourages walking, biking, and transit trips. An interconnected network will not only provide high-quality individual facilities, but also provide facilities that enable efficient and convenient transitions from one mode of transportation to another and from one type of infrastructure to another.
3. The City shall endeavor to incorporate Complete Streets principles into all public way improvements and project phases, including planning, programming, design, right-of-way acquisition, permitting, subdivision and land development, new construction, construction management, reconstruction, operation, capital improvements, and routine maintenance and rehabilitation.
4. The City shall endeavor to provide accommodations for all modes of transportation to continue to use the road safely and efficiently during any construction or repair work that infringes on the right of way and/or sidewalk.
5. The City shall endeavor to incorporate storm water management or maintenance within the public right-of-way as part of Complete Streets. The City also recognizes that in addition to managing storm water, street trees, landscaping, and other green infrastructure contribute to a comfortable and healthy pedestrian environment through improved air quality, valuable shade, and beautification.
6. When considering the various elements of street design, the City shall endeavor to give priority as follows:
 - a) Above all, safety is imperative, with pedestrian safety having the highest priority followed by the next most vulnerable types of users.
 - b) Street design elements that encourage and support walking, biking, and transit trips in a manner that considers the context of the surrounding community as well as the broader urban design needs of the city.
 - c) The City recognizes that not all modes can receive the same degree of accommodations on every street, but the goal is for users of all ages and abilities to safely, comfortably and conveniently travel across and through the network.
7. The City shall endeavor to engage with community stakeholders and representatives when designing public way improvements. This public engagement shall endeavor to be conducted with online surveys, public involvement meetings, and collaboration with the Mayor, the Common Council, the Complete Streets Committee (see #11 below) and other community stakeholders and organizations.

8. The City shall endeavor to incorporate the Complete Streets principles established herein into all future or amended land use, transportation, area, and comprehensive plans, and all future or amended policies, resolutions, or ordinances impacting the public right-of-way.
9. The City shall endeavor to continually look to the latest industry standards and guidelines to develop Complete Streets. The City of West Allis recognizes that design criteria shall not be considered prescriptive or taken as mandate; rather, Complete Streets guidance is intended to assist in the application of engineering and planning principles. The City shall endeavor to strive to meet or exceed national best-practice guidelines on all transportation projects. The latest national, state, and local design guidance, standards, and recommendations available shall endeavor to be considered in the implementation of Complete Streets.
10. The City shall endeavor to, by ordinance, establish a Complete Streets Committee consisting of the following representatives (or their designees):
 - Mayor and/or Common Council member
 - Public Works Department
 - Engineering Department
 - Planning & Zoning program
 - Finance Department
 - Health Department
 - Neighborhood Association representative
 - Common Council member
11. The Complete Streets Committee shall endeavor to oversee implementation of the Complete Streets Policy by prioritizing, assigning, monitoring, and establishing timelines for the following actions (list not intended to be exhaustive):
 - Formalize timing of committee meetings to include a preliminary design meeting and a half way design meeting for all major projects. Meetings will likely take place twice per year.
 - Review, and update as needed, current design standards to ensure they reflect the best available design standards and guidelines.
 - Initiate in 2021 as part of the City of West Allis's Complete Streets Handbook.
 - Continue to pursue funding to update design guidance.
 - Adopt all NACTO design guidance by July 1, 2021.
 - The City shall endeavor to fund and encourage staff professional development and training to be fully conversant about Complete Streets issues including motorized and non-motorized transportation conferences, classes, seminars, and workshops. Staff working on such projects shall endeavor to attend at least 2 hours of continuing education and/or documented research on best practices per year.
 - Annually review, and revise, procedures, plans, regulations, and other processes. Recommend policy and process changes that support Complete Streets projects as needed.
 - Initiate in 2021 as part of the City of West Allis's Complete Streets Handbook.

- Project evaluation of the Capital Improvement Program shall endeavor to include Complete Streets as a priority. Scoring criteria shall be adjusted when necessary to attain an equitable distribution of Complete Streets projects and resultant benefits.
 - Initiate in 2021 as part of the City of West Allis’s Complete Streets Handbook.
 - Identify ways to effectively provide public education and enforcement with respect for proper road-use behavior by all users and all modes on an ongoing basis.
 - The Planning & Zoning program shall endeavor to conduct an annual Complete Streets Report, or incorporate Complete Streets metrics into routine annual reports, and submit to the Mayor, the Common Council, other boards and commissions as appropriate, and be readily viewable online and in paper version at City Hall. Such evaluations shall endeavor to include statistics and relevant data including, but not limited to the following:
 - Miles of bike lanes added
 - Crosswalk and intersection improvements
 - Pedestrian, bicyclist, and bus ridership counts
 - Number of ADA compliant new curb ramps installed along city streets
 - Number of bicycle parking spaces created and number updated that comply with Zoning Code, bike parking location, and design criteria
 - Number of crashes (location and type)
 - Square footage of non-permeable pavement removed
 - Net number of street trees added
 - Report on project effectiveness of engaging neighborhood residents, consideration of their suggestions, and documentation of improvements that resulted from their input
12. The Complete Streets Committee shall endeavor to work cooperatively to address community concerns and together assist in achieving community visions and goals in a manner that respects the local context. When conceptualizing, prioritizing, and designing projects, the City shall endeavor to consult plans and policies created with public input, including but not limited to, the City of West Allis Comprehensive Plan, Area Plans, and West Allis Bike Plan. The City shall endeavor to mitigate unintended consequences such as involuntary displacement.
13. The Planning & Zoning program shall endeavor to create a community engagement plan with specific strategies for when and how public engagement will occur and with whom. Effective strategies for engaging with underrepresented groups include holding public meetings at accessible times and places, collecting input at community gathering spaces (such as schools, parks, and the library) and hosting and attending community meetings and events coincident with peoples’ daily routines. The Complete Streets Committee shall endeavor to seek input from neighborhood associations, business improvement districts, and underrepresented groups on transportation projects; and also with the Wisconsin Department of Transportation, Milwaukee County Department of Transportation, Milwaukee County Transit System, Southeastern Wisconsin Regional Planning Commission, as well as other agencies to ensure that the Complete

Streets principles established herein are incorporated into all projects within the public right-of-way; and, be it

Further Resolved That the Complete Streets Policy shall apply to all projects except when the City Engineer, in consultation with the Complete Streets Committee, demonstrates that one of the following conditions is met:

1. Certain users are prohibited from the facility.
2. The cost to include accommodations is excessive or disproportionate to the need or probable use.
3. The project is considered an emergency repair or routine maintenance and will not change the geometry or operations of the street.