



# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2004-0227

Resolution

In Committee

Resolution approving a contract between the Wisconsin Department of Commerce and the City of West Allis for a Brownfield Grant in the amount of \$335,000 for the Six Points/Farmers Market Redevelopment Area

Introduced: 7/6/2004

Controlling Body: Safety &amp; Development Committee

### COMMITTEE RECOMMENDATION

ADOPT

ACTION  
DATE:

7/6/04

MOVER

SECONDER

_____	✓	Barczak
_____		Czaplewski
_____		Dobrowski
_____		Kopplin
_____		Lajsic
_____		Narlock
_____	✓	Reinke
_____		Sengstock
_____		Vitale
_____		Weigel

AYE	NO	PRESENT	EXCUSED
✓			
✓			
✓			
			✓
✓			
✓			
✓			

TOTAL

5 0

### SIGNATURE OF COMMITTEE MEMBER

Chair

Vice-Chair

Member

### COMMON COUNCIL ACTION

ADOPT

ACTION  
DATE:

JUL 06 2004

MOVER

SECONDER

_____		Barczak
_____		Czaplewski
_____		Dobrowski
_____		Kopplin
_____		Lajsic
_____		Narlock
_____		Reinke
_____		Sengstock
_____	✓	Vitale
_____		Weigel

AYE	NO	PRESENT	EXCUSED
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			
✓			

TOTAL

10 -

C: Dev. Dept.

**STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL  
2004**

**ADMINISTRATION & FINANCE**

Chair: Michael J. Czaplewski  
Vice-Chair: Martin J. Weigel  
Gary T. Barczak  
Thomas G. Lajsic  
Rosalie L. Reinke

**PUBLIC WORKS**

Chair: Richard F. Narlock  
Vice-Chair: Linda A. Dobrowski  
Kurt E. Kopplin  
Vincent Vitale  
James W. Sengstock

**SAFETY & DEVELOPMENT**

Chair: Thomas G. Lajsic  
Vice-Chair: Vincent Vitale  
Gary T. Barczak  
Martin J. Weigel  
Rosalie L. Reinke

**LICENSE & HEALTH**

Chair: Kurt E. Kopplin  
Vice-Chair: James W. Sengstock  
Linda A. Dobrowski  
Richard F. Narlock  
Michael J. Czaplewski

**ADVISORY**

Chair: Rosalie L. Reinke  
Vice-Chair: Gary T. Barczak  
Linda A. Dobrowski  
Vincent Vitale  
Martin J. Weigel



# City of West Allis

## Resolution

7525 W. Greenfield Ave.  
West Allis, WI 53214

**File Number: R-2004-0227**

**Final Action:**  
**JUL 06 2004**

Resolution approving a contract between the Wisconsin Department of Commerce and the City of West Allis for a Brownfield Grant in the amount of \$335,000 for the Six Points/Farmers Market Redevelopment Area

WHEREAS, the City of West Allis has filed an application for a Brownfield Initiative Grant with the Wisconsin Department of Commerce for environmental remediation activities at the property located in the 700 block of the Six Points/Farmers Market Redevelopment Area; and,

WHEREAS, the Department of Commerce has awarded the aforesaid Brownfield Initiative Grant in the sum of Three Hundred Thirty-five Thousand Dollars (\$335,000) to the City; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, that the Brownfield Initiative Grant Contract be and is hereby approved.

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 various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the Mayor and City Administrative Officer-Clerk/Treasurer are hereby authorized to execute and deliver the aforesaid contract, together with other appropriate communications and supporting documentation on behalf of the City to the Wisconsin Department of Commerce.

Dev-R-355\jmg\7-6-04

cc: Department of Development

ADOPTED

July 6, 2004

Paul M. Ziehler

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

July 9, 2004

Jeannette Bell

Jeannette Bell, Mayor



June 30, 2004

John Stibal  
Director  
Department of Development  
City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214

Dear Mr. Stibal:

The revised version of the Brownfields Grant contract for the 6 Points area has been enclosed. The changes from the original version are that the budget was changed so that all of the reimbursable expenses would be for land acquisition and the match amount was reduced as requested.

Please have both copies signed and I will send you the copy for the City of West Allis after the contract is executed. Please call me at 608-267-8926 if I can answer any questions you have on the enclosed documents.

It was nice to see you earlier this month and I look forward to hearing about the progress of your redevelopment projects in the City of West Allis.

Highest Regards,



Al Rabin  
Brownfields Grant Program

**BROWNFIELDS GRANT**  
**CONTRACT**  
**BETWEEN THE**  
**WISCONSIN DEPARTMENT OF COMMERCE**  
**AND**  
**CITY OF WEST ALLIS**

This Contract is entered into by and between the Wisconsin Department of Commerce ("Department") and the City of West Allis ("Recipient").

**Witnesseth**

**WHEREAS**, the Recipient has applied to the Department for economic development assistance under the Brownfields Grant (BG) program, as established by Section 560.13 Wis. Stats., to undertake activities consistent with the program requirements; and

**WHEREAS**, the Recipient has been determined to meet the eligibility requirements and comply with all other requirements under Section 560.13 Wis. Stats. for awarding a grant under that section;

**WHEREAS**, on December 2, 2003, the Department, relying upon the representations in the Recipient's Application, agreed to grant up to Three Hundred Thirty Five Thousand Dollars (\$335,000) to the Recipient to be utilized in accordance with the terms and conditions of this Contract;

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Contract, the Department and Recipient agree as follows:

1. **Definitions.** For purposes of this Contract, the following terms shall have the meanings set forth below.

(a) "Application" means the Brownfields Grant application submitted by the Recipient.

(b) "BG" means the Brownfields Grant program.

(c) "Brownfields" mean abandoned, idle or underused industrial or commercial facilities or sites, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(d) "Contract" means this Brownfields Grant Contract between the Department and the Recipient, together with any future amendments thereto. The term of this Contract shall be until the Recipient's obligations hereunder are fulfilled as determined by the Department.

(e) "Department" means the Wisconsin Department of Commerce, together with its lawful successors and assigns.

(f) "Effective Date" means the date this Contract is executed by the Department.

(g) "Eligible Project Costs" mean all costs and expenditures, outlined in Exhibit A, actually incurred by the Recipient in connection with the Project between October 25, 2002 and December 31, 2007, excepting only Soft Costs. Eligible Project Costs shall be performed by a qualified, independent third party that is acceptable to Commerce.

(h) "Project" means the brownfields redevelopment or environmental remediation activities undertaken on the brownfield facility or site described in Exhibit A.

(i) "New Full-Time Position" means any permanent, full-time Position where an employee is required, as a condition of employment, to work at least 40 hours per week and 2,080 hours per year including paid leave and holidays. The term "Full-Time Position" does not include temporary, seasonal or part-time employees.

(j) "Recipient" means the City of West Allis, together with its lawful successors and assigns.

(k) "Soft Costs" mean relocation costs, legal and accounting fees, insurance premiums, commitment fees, appraisal fees, loan application fees, contingency fees, loan interest, and project administration costs incurred by the Recipient.

## **2. The Department's Grant Obligations.**

(a) Subject to the terms and conditions set forth in this Contract, including the Recipient's satisfaction of the contingencies in Section 4, the Department shall grant BG funds to the Recipient for Eligible Project Costs.

## **3. The Recipient's Grant Obligations.**

(a) The Recipient shall perform all the Recipient's obligations under the terms and conditions of this Contract including the completion of the Project as described in the Application and summarized in Exhibit A.

(b) The Recipient shall contribute a Project match in accordance with Exhibit A and shall be responsible for payment of any and all cost overruns necessary to complete the Project.

(c) The Recipient shall notify Commerce in writing within thirty (30) days of any event or occurrence that may adversely impact the completion of the project as presented in Recipient's application. Adverse impacts consist of but are not limited to lawsuits, regulatory intervention, and inadequate capital to complete the project.

4. **The Department's Contingencies.** The Department's obligation to grant BG funds to the Recipient shall be contingent upon satisfaction of the following contingencies to the reasonable satisfaction of the Department:

(a) The representations and warranties of the Recipient herein and in the Application shall be true and accurate as of the Effective Date.

(b) As of the Effective Date, the Recipient shall not be in default under the terms of any loan agreements, leases or financing agreements, with any creditor.

(c) On or before the Effective Date, the Recipient shall execute and deliver to the Department, the Contract and all other related grant documents.

(d) On or before the Effective Date, the Recipient shall execute and deliver the following documents to the Department:

1. A statement certifying that the Recipient is not in default under the terms and conditions of any loan agreements, leases, or financing arrangements with any creditor.
2. Proof of insurance, in form and substance specified in Section 6, and from insurance companies reasonably satisfactory to the Department.
3. Such other documents as reasonably may be required by the Department to implement the terms of this Contract.

(e) Prior to the disbursement of any grant funds, the Recipient shall deliver to the Department:

1. An itemized estimate of the proposed cost of each Project activity.
2. A description of the proposed Project match.
3. The qualifications of the persons conducting any in-kind services for the Project.



5. **Disbursement of Grant Proceeds.**

(a) Subject to the terms and conditions of this Contract, including the satisfaction by the Recipient of the contingencies in Section 4, grant disbursements from the Department to the Recipient hereunder for Eligible Project Costs shall be made on a periodic basis upon the Department's receipt and approval of the requests for disbursement and supporting documentation.

(b) The Recipient shall submit no more than 10 disbursement requests per award.

(c) The following supporting documentation is required with each request for disbursement submitted to the Department:

1. A report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the last BG disbursement.
2. Paid itemized invoices from vendors, suppliers, and contractors covering BG funds and matching funds contributed by the Recipient.
3. Documentation demonstrating the amount requested can be substantiated by proof of payment acceptable to the Department. Proof of payment shall consist of but not be limited to cancelled checks and paid invoices.

The Recipient shall use the forms provided by the Department to request grant disbursements. A sample form is attached.

(d) Upon the Department's review and approval of the Recipient's request for disbursement, payments shall be made to:

City of West Allis  
Paul M. Ziehler  
Clerk / Treasurer  
7525 West Greenfield Avenue  
West Allis, WI 53214

(e) The Department, in its sole discretion, may withhold disbursements if the Department determines that:

1. The Recipient has not provided adequate documentation of Eligible Project Costs, has failed to file required reports with the Department, or has failed to make adequate progress on the Project; or

2. The Recipient is not in compliance with or is in default under the terms and conditions of this Contract.

6. **Insurance.**

(a) The Recipient shall procure and maintain comprehensive property damage, commercial general liability and business interruption insurance reasonably acceptable to the Department and shall, upon the request of the Department, deliver an Officer's Certificate specifying details of such insurance in effect.

7. **"Event of Default" Defined.** The occurrence of any one or more of the following events shall constitute an "Event of Default" for purposes of this Contract:

(a) The Recipient's failure to use the funds awarded by the Department for the purposes specified in the Contract;

(b) The Recipient's failure to comply with or perform any of its other obligations under this Contract;

(c) Any assignment for the benefit of the Recipient's creditors, or commission of any other act amounting to a business failure;

(d) The filing, by or against the Recipient, of a petition under any chapter of the U. S. Bankruptcy Code or for the appointment of a receiver;

(e) Any default or breach of the Recipient's obligations under the terms and conditions of its loan agreements, leases, or financing arrangements with other creditors;

(f) Any material misrepresentation with respect to the Recipient's warranties and representations under this Contract; or

(g) Any other action or omission by the Recipient which in the Department's reasonable discretion, jeopardizes the Recipient's ability to fulfill its obligations under this Contract or otherwise causes the Department to deem itself insecure.

8. **Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, the Department may send a written notice of default to the Recipient setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure the default to the reasonable satisfaction of the Department within thirty (30) calendar days, the Department may, by action and without further written notice to the Recipient, declare the Recipient in default and terminate this Contract effective immediately with the repayment, liability and collection provisions set out below surviving.

Upon the termination of this Contract by the Department, the Recipient shall reimburse the Department within twenty (20) days according to the following:

1. For any other default of the Contract, the Recipient shall be liable for an amount up to the amount of funds disbursed under this Brownfields Grant Contract;

2. Failure of the Recipient to promptly remit any amounts due under an uncured Event of Default shall result in the assessment of interest at the annual rate of twelve (12%) percent until all principal and interest shall be paid in full by the Recipient.

3. The Department shall collect all reasonable and necessary court and attorney costs from the Recipient incurred as a result of such collection actions.

(b) The Department's rights and remedies hereunder shall be cumulative, not exclusive, and shall be in addition to all other rights and remedies available at law, in equity or in bankruptcy.

9. **Recipient's Warranties and Representations.** To induce the Department to enter into this Contract, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Recipient hereby warrants and represents that:

(a) The Recipient is a body politic, duly organized and validly existing under the laws of the State of Wisconsin and is a "person" as defined in Section 560.13(1), Wis Stats.

(b) The Recipient has the power and authority to carry on its business in Wisconsin and other jurisdictions as now conducted.

(c) The Recipient is qualified to engage in business in every jurisdiction where the nature of its business makes such qualification necessary.

(d) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(e) The undersigned officers and agents of the Recipient are fully authorized to execute and deliver this Contract on behalf of the Recipient.

(f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's financial ability to comply with this Contract.

(g) The Recipient has read, fully understands, and agrees to all of the terms and conditions in this Contract and the related grant documents.



(h) This Contract is valid and enforceable in accordance with its terms against the Recipient, subject only to applicable bankruptcy, insolvency, reorganization or other similar laws affecting generally the enforceability of the rights of creditors.

(i) The Recipient is financially solvent, has the funds necessary to complete the Project and is able to comply with all of the terms and conditions set forth in the Contract.

(j) In making these warranties and representations, the Recipient has not relied upon any information furnished by the Department.

(k) The financial statements and other information provided by the Recipient to the Department are complete and accurate in accordance with Generally Accepted Accounting Principles, and may be relied upon by the Department in deciding whether to enter into this Contract with the Recipient.

(l) The Recipient's warranties and representations herein are true and accurate as of the date of this Contract, and shall survive the execution thereof.

10. **Affirmative Recipient Covenants.**

(a) Project Bidding. The Recipient shall follow all applicable state laws regarding bidding for environmental remediation or redevelopment activities.

(b) Record Keeping. The Recipient shall prepare, keep, maintain, and submit such records as may be reasonably required by the Department to show:

1. Compliance with Wisconsin state statutes and Department policy;
2. The amount and disposition of BG grant funds disbursed under this Contract; and
3. The total cost of the Project.
4. Failure to submit required records may result in the denial of future payment requests.

(c) Financial Records. All of the Recipient's financial records shall be prepared, kept and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall retain the financial records for a period of at least three (3) years following the full disbursement of the Recipient's grant from the Department under this Contract.



(d) Inspection. The Recipient shall produce for the Department's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Contract, the Project and the use and disposition of the BG funds. The Department and its agents shall, at any time, have the right to enter upon the Project site for the purpose of inspecting the Project.

(e) Work and Safety Plans. The Recipient shall provide the Department with a work and safety plan developed by the consultant or party performing oversight of environmental activities.

(f) Semi-Annual Reports. A sample report is included as Exhibit B. The Recipient shall provide the Department with semi-annual narrative reports containing the following information:

1. The amount and disposition of grant funds provided and disbursed under this Contract;
2. The amount and disposition of matching funds or in-kind services provided by the Recipient;
3. The total cost of the Project up to the date of the respective semi-annual report;
4. The total number of New Full-Time Positions created, filled and maintained;
5. The hourly wage paid to each person hired to fill the New Full-Time Positions;
6. A summary of the progress of the Project, including activities completed, anticipated, and changes to the nature or scope of the Project;
7. Copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

## REPORTING REQUIREMENTS

Report Number	Period Covered	Report	Due Date
1	10/25/02-6/30/04	Semi-Annual	7/31/04
2	7/1/04-12/31/04	Semi-Annual	1/31/05
3	1/1/05-6/30/05	Semi-Annual	7/31/05
4	7/1/05-12/31/05	Semi-Annual	1/31/06
5	1/1/06-6/30/06	Semi-Annual	7/31/06
6	7/1/06-12/31/06	Semi-Annual	1/31/07
7	1/1/07-6/30/07	Semi-Annual	7/31/07
8	7/1/07-12/31/07	Semi-Annual	1/31/08
9	1/1/08-6/30/08	Semi-Annual	7/31/08
10	7/1/08-12/31/08	Semi-Annual	1/31/09
11	1/1/09-6/30/09	Semi-Annual	7/31/09
12	7/1/09-12/31/09	Semi-Annual	1/31/10
13	1/1/10-6/30/10	Semi-Annual	7/31/10
14	7/1/10-12/31/10	Semi-Annual	1/31/11

(g) Final Report. The Recipient shall submit a final Project report within sixty (60) days of the completion of the Project. The final scheduled semi-annual report shall include an appraisal of the property value with improvements and a comprehensive summary of the completed project. The survey in Exhibit C shall be accurately completed in detail in form and substance acceptable to the Department.

(h) Audit Report. Within one hundred twenty (120) days after the completion of the project, the Recipient shall provide the Department with an audited financial report, in form and substance reasonably satisfactory to the Department. The Recipient shall provide a compliance letter from the auditor stating that the award funds were expended in accordance with this Contract and matching funds, whether cash or in-kind, were received and expended in accordance with this Contract.

(i) Nondiscrimination in Employment. During the term of this Contract, the Recipient shall not discriminate against any employee or applicant for employment because of age, race, color, national origin, religion, sex, sexual orientation, developmental disability as defined in Section 51.01(5) Wisconsin Statutes, veterans status, or any status protected under applicable federal or state law. The conduct prohibited by this provision shall include, without limitation, discrimination in connection with employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Recipient shall take affirmative action to ensure equal employment opportunities for all applicants and employees. The Recipient shall post in conspicuous places, accessible to employees and applicants, employment notices setting forth the provisions of this nondiscrimination clause.

(j) Affirmative Action Compliance. All awards of Twenty-Five Thousand Dollars (\$25,000) or more require the submission of a written affirmative action plan. Recipients with an annual workforce of less than twenty-five employees and municipalities are excluded from this requirement provided they submit an exemption request in writing using forms provided by the Department.

Within fifteen (15) days after the execution of this Contract, a written affirmative action plan shall be submitted to the Department's designated liaison at the following address:

Wisconsin Department of Commerce  
Brownfields Grant Program  
201 West Washington Avenue  
P. O. Box 7970  
Madison, Wisconsin 53707

An "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of the affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment; (2) internal and external dissemination of the policy; (3) assignment of a key employee as the equal opportunity officer; (4) a workforce analysis that identifies job classifications where representation of women, minorities and the disabled is deficient; (5) goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balanced workforce; (6) revision of employment practices to ensure that they do not have discriminatory effects; and, (7) the establishment of internal monitoring and reporting systems to measure progress regularly.

(k) Notification of Position Openings. Pursuant to Section 106.16, Stats., the Recipient shall provide the Wisconsin Department of Workforce Development, local Job Service Offices, and the area Private Industry Council with written notice of any Full-Time Positions that become vacant or available during the term of this Contract.

11. **Negative Borrowers' Covenants.**

(a) Overhead Expenses. The Recipient shall not use the BG grant to pay for any Soft Costs or overhead expenses.

12. **Entire Contract.** This Contract and the accompanying documents and exhibits contain the entire agreement of the parties concerning the Recipient's obligations under the terms and conditions of this Contract. This Contract may not be amended, modified or altered except in a writing signed by the Recipient and the Department.

13. **Choice of Law.** **THIS CONTRACT IS AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF WISCONSIN.** If any provisions of this Contract shall be prohibited by or invalid under Wisconsin law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without affecting the validity or enforceability of the remaining provisions thereof.



14. **Venue; Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Contract, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U. S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **THE RECIPIENT HEREBY CONSENTS TO PERSONAL JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES THAT THE RECIPIENT OTHERWISE MIGHT HAVE RELATING THERETO.**

15. **Miscellaneous.**

(a) Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

Patrick Schloss  
Manager, Economic Development Division  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

(b) Notice to the Department hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or to such other person and address as the Department may designate in writing:

Wisconsin Department of Commerce  
Brownfields Grant Program  
201 West Washington Avenue, 5<sup>th</sup> Floor  
P. O. Box 7970  
Madison, Wisconsin 53707  
Attn.: Brownfields Program Manager, Contract #BF FY04-10533

(c) The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

(d) The Department shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

(e) All documents required to be delivered contemporaneously with the execution and delivery of this Contract are expressly made a part of this Contract as though completely herein, and all references to this Contract herein shall be deemed to refer to and include all such documents.

(f) In the event of any conflict or inconsistency between this Contract and the exhibits hereto, the terms of this Contract shall control.



(g) Any publications or news releases issued by the Recipient relating to this Project shall state that this Project was supported and financed by the Brownfields Grant program of the Wisconsin Department of Commerce.

(h) Any sign promoting Project financing or participation at the Project site shall also state that this Project was supported and financed by the Brownfields Grant Program of the Wisconsin Department of Commerce.

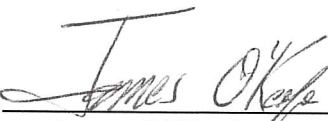
16. **Captions.** The captions in this Contract are for convenience of reference only and shall not define or limit any of the terms and conditions herein.

17. **Authority to Sign Documents.** The person(s) signing this Contract certifies and attests that the Recipient's respective Articles of Organization, Articles of Incorporation, By Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions and/or other related documents give such person(s) full and complete authority to bind the Recipient, on whose behalf they are executing this document.

The Recipient assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. The Recipient agrees to indemnify the Department against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Department resulting from or arising out of such payment or other action, including reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the Department and the Recipient, have executed and delivered this Contract, effective the date set forth next to the Department's Administrator's signature below.

**WISCONSIN DEPARTMENT OF COMMERCE**


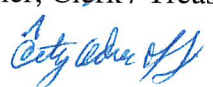
By:   
James O'Keefe, Division Administrator  
Division of Community Development

7/20/04  
Date

**CITY OF WEST ALLIS**

By:   
Jeanette Bell, Mayor

July 9, 2004  
Date

By:   
Paul M. Ziehler, Clerk / Treasurer  


7/12/04  
Date

**EXHIBIT A**  
**CITY OF WEST ALLIS**  
**BF FY04-10542**

**PROJECT SUMMARY**

The City of West Allis has developed a comprehensive redevelopment plan for the downtown "Six Points" area. This \$13 million plan will involve the acquisition of 35 properties, relocation of numerous businesses, and extensive infrastructure improvements. The Brownfields Grant Program award of \$335,00 will be used to fund a portion of the remediation expenses incurred in implementing the project. The focus of the project is on the "700 Series" properties and involves one of the largest contiguous tracts of property within the redevelopment area. Current property uses are primarily industrial, including steel fabricating, door manufacturing, equipment warehousing, and salvage operations. The City of West Allis plans to redevelop the area with multi-family housing and commercial development.

**PROJECT BUDGET**

The following Project budget identifies the Eligible Project Costs and delineates the funding source for each general activity as further defined in the Application:

<b>BUDGET CODE</b>	<b>USES</b>	<b>BG</b>	<b>CITY OF WEST ALLIS</b>	<b>TOTAL</b>
231	SITE INVESTIGATION	\$0	\$16,700	\$16,700
190	SITE CLEARANCE	\$0	\$22,500	\$22,500
110	LAND ACQUISITION	\$335,000	\$1,593,000	\$1,928,000
	<b>TOTAL</b>	\$335,000	\$1,632,200	\$1,967,200

The Recipient shall provide documentation to the Department of a matching investment of at least \$1,632,200 by the conclusion of the project on December 31, 2007. The City of West Allis will detail matching expenses each time a semi-annual report or final report is due. The Recipient shall adhere to the Reporting Requirements outlined in Section 10 of this Contract.

## EXHIBIT B

### THIS IS A SAMPLE SEMI-ANNUAL NARRATIVE REPORT THAT WOULD FULFILL THE REPORTING REQUIREMENTS OF SECTION 10.

1. Amount and Disposition of Grant Funds:

Refer to Table 1 below, Request for Disbursement No. 1 included \$BG Total amount in DOC grant funds that have been distributed to Recipient's Name. (Please note that the amounts of disbursements, budget codes, and activities will vary between recipients.)

**Table 1**

BUDGET CODE	ACTIVITY	BG AMOUNT
340	Demolition	-0-
340	Groundwater Monitoring	-0-
340	Injection Wells	\$15,750.00
340	ORC Injection	\$88,632.36
340	Mob/Demobilization	\$1,065.40
110	Lot 3 Acquisition	-0-
	<b>TOTAL</b>	\$105,447.76

2. Amount and Disposition of Matching Funds Provided by Recipient's name:

Refer to Table 2 below for Match funds. Recipient's Name has succeeded in matching the amounts following.

**Table 2**

BUDGET CODE	ACTIVITY	MATCH
340	Demolition	\$452,000.00
340	Interim Remedial Action	\$430,000.00
340	Groundwater Monitoring	-0-
340	Injection Wells	-0-
340	ORC Injection	-0-
340	Mobilization/Demobilization	-0-
110	Lot 3 Acquisition	\$1,982,388.00
	<b>TOTAL</b>	\$2,864,388.00

3. The total cost of Project Name to date is \$\_\_\_\_\_.



4. Total number of Full-time Positions Created and Retained.

<u>Created</u>	_____
<u>Retained</u>	_____
<b>Total</b>	_____

5. Total Amount of Wages Paid to Full-Time Positions is \$\_\_\_\_\_.
6. Please provide a comprehensive summary of the work that has been accomplished during the reporting period. This summary should also include any proposed changes to the project since it was presented in the application. The summary should be ½ to 1 page long.
7. Please submit to the Brownfields Grant Program copies of any Project related documents that are submitted to the Wisconsin Department of Natural Resources, Petroleum Environmental Cleanup Fund Award, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports. The submittal date and type of report should be identified on all copies of the above referenced requested government documents sent to the Department.
8. Failure to submit required records may result in the denial of future payment requests.

EXHIBIT C

# Brownfields Initiative

## CITY OF WEST ALLIS

**\$335,000**

### SIX POINTS SITE

The following is a survey designed to help the Brownfields Grant Program enhance the delivery and operation of the program. The detailed and accurate completion of this survey will help fulfill the contractual obligation cited on page 9 of the Brownfields Grant Contract. Information obtained from this survey will be used to evaluate the Program's current policies and will in no way impact your project. You may use a separate piece of paper if a response requires additional space. All responses should be attached to the submitted survey to facilitate processing.

#### A. GENERAL INFORMATION

1. Please identify the significance of the impediments to remediation and redevelopment encountered on your project (1=the worst).

	1	2	3	4	5	Not an Issue
Standards for cleanup						
Neighborhood conditions						
Market conditions						
Liability issues						
Land assembly						
Insufficient time						
Inadequate utility infrastructure						
Inadequate transportation infrastructure						
Environmental regulations						
Environmental assessments						
Cleanup funds needed						
Demolition monies						
Community concerns						

2. At what date do you expect to complete your project? If completed, what was the date of completion? Which of the remediation methods were used in the cleanup of your property? (mark all that apply)

Active remediation (e.g. soil venting)

Natural attenuation

Institutional controls (e.g. deed notification)

Soil excavation

Engineering Controls (e.g. capping)

3. (a) Were any liability exemptions issued for your project?

Local governmental unit (LGU) exemption

Off-site discharge exemption

Lender liability exemption

No

- (b) Was the VPLE (Voluntary Party Liability Exemption) process used on this site?

Yes

No

- (c) Have you received a Certificate of Completion from the DNR?

Yes

No

If Yes,

Date of Certificate of Completion \_\_\_\_\_

4. Please indicate the proposed final use of your property.

Office

Retail

Open Space

Mixed use

Industrial

Other (explain below)

5. What is the current assessed value of your site?

## **B. REMEDIATION AND REDEVELOPMENT ACTIVITIES**

6. Please complete the table below using estimates or verified dates for the **assessment** and **remediation** activities of your project. Start time refers to the first date work was undertaken. If the activity has not begun or is not yet completed please mark expected dates and costs.



	Assessment	Investigation	Remediation	Monitoring
<b><u>Start date</u></b>				
<i>Completion date</i>				
<b>Total cost</b>				

7. Please list below any **remediation/cleanup** costs you have encountered that the Brownfields Grant Program does not cover (i.e. insurance premiums, attorney fees, etc.) and the dollar amount of each.

	<b><u>Other Costs</u></b>	<b><u>Dollar Amount of Cost</u></b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

8. Please complete the following table below dealing with the timing and expense of your **redevelopment** activities. Start time refers to the date the first work was undertaken. If the activity has not begun or is not yet completed please indicate expected dates and expenses.

	Demolition	Rehabilitation	Infrastructure
<b><u>Start date</u></b>			
<i>Completion date</i>			
<b>Total cost</b>			

9. Please list below any **redevelopment** costs (construction, equipment, other) you encountered that our grant policies do not cover.

	<b><u>Other Costs</u></b>	<b><u>Dollar Amount of Cost</u></b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

## C. FUNDING

The following questions pertain to funding for all remediation and redevelopment activities related to your property.

11. (a) Did your brownfields site require subsidies in addition to the Brownfields Grant in order to complete this project?

Yes

No

**If yes, please complete the chart below describing your project's sources of Public Funding.**

**LOCAL FUNDS**

<u>Source</u>	<u>Amount</u>	<u>Activities Targeted</u>
TIF	\$ _____	_____
Grants/Loans (specify) _____	\$ _____	_____
Other (specify) _____	\$ _____	_____

**STATE FUNDS**

Grants/Loans	\$ _____	_____
Other (specify) _____	\$ _____	_____

**FEDERAL FUNDS**

Grants/Loans (specify) _____	\$ _____	_____
Other(specify) _____	\$ _____	_____

12. Please indicate if you received private funding in any of the table shown below. If yes, indicate the dollar amount received and for what activities the money was targeted.

**PRIVATE FUNDS**

	<b>Amount Received</b>	<b>Activities Targeted</b>
Loan	\$ _____	_____
Donations	\$ _____	_____
In-kind services	\$ _____	_____
Other (specify below)	\$ _____	_____

## REQUEST FOR DISBURSEMENT NUMBER \_\_\_\_\_

Contract #: <b>BF FY04-10533</b>		Wismart #: 274-143-CDDA-1706	
Recipient: <b>CITY OF WEST ALLIS</b>		FEIN #:	
Disbursement Period Covered			
From:		To:	

### PROJECT EXPENSES

*\*Please refer to the disbursement and budget sections of the contract prior to completing this form*

*\*Requests for disbursement must include supporting documentation demonstrating incurred expenses and proof of payment*

*\*A recipient may not submit more than 10 disbursement requests per award*

BUDGET CODE	DESCRIPTION	TOTAL EXPENSES	=	COMPANY MATCH EXPENSES	+	*STATE REIMBURSABLE EXPENSES
231	SITE INVESTIGATION					
190	SITE CLEARANCE					
110	LAND ACQUISITION					
TOTAL:						

<i>I hereby certify that the expenses reported on this form are in accordance with the terms of the contract and that complete and accurate records are being kept to substantiate the above referenced expenditures.</i>	
_____ <b>Authorized Company Signature</b>	_____ <b>Date</b>

<i>This section is to be completed by Commerce</i>	
_____ <b>Finance Specialist</b>	_____ <b>Date</b>