



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0189

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution authorizing a Memorandum of Understanding by and between the Community Development Authority of the City of West Allis and Wangard Partners, Inc. for the former Yellow Freight Terminal properties located at 11406 and 11528 W. Rogers St.

WHEREAS, the Memorandum of Understanding is hereby attached to and made a part of this Resolution; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") owns the properties located at 11406 and 11528 W. Rogers St. that are within Tax Increment Finance District No. Ten (10); and,

WHEREAS, the Authority is interested in working with Wangard Partners, Inc. and the proposal to construct up to a \$13 Million development that includes two buildings consisting of an industrial building and a flex space building with office and industrial space; and,

WHEREAS, the Memorandum of Understanding would provide the outline of terms and conditions to a future Purchase and Sale agreement by the Authority and Wangard Partners, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis that the Director of Development or his designee, is authorized to negotiate the Purchase & Sale and Development Agreements as outlined in the attached Memorandum of Understanding by and between the Community Development Authority of the City of West Allis and Wangard Partners, Inc. for the former Yellow Freight Terminal properties located at 11406 and 11528 W. Rogers St.

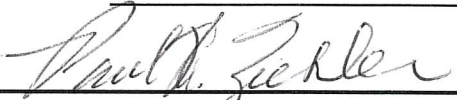
BE IT FURTHER RESOLVED, that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Memorandum of Understanding, including any and all attachments, exhibits, addendums and amendments, as may be necessary 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 Director of Development, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid Memorandum of Understanding on behalf of the Community Development Authority of the City of Allis.

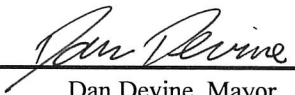
BE IT FURTHER RESOLVED that the Director of Development is hereby authorized to act on behalf of the City of West Allis for said documents, execute and take necessary action, and to undertake, direct and complete activities.

cc: Department of Development

DEV-R-725-9-3-13

ADOPTED SEP 03 2013


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

APPROVED 9/5/13


Dan Devine, Mayor



Memorandum of Understanding

This memorandum of understanding ("MOU") by and between the Community Development Authority of the City of West Allis ("CDA" or "SELLER") and Wangard Partners, Inc., and/or its assigns, ("WPI" or "BUYER") outlines the basic terms and conditions upon which SELLER and BUYER may enter into a Purchase and Sale Agreement for the sale of the Property (defined below) from SELLER to BUYER (the "Purchase and Sale Agreement"), as well as a Development Agreement for BUYER'S development and construction of the Project (the "Development Agreement") on the Property. Upon the execution of this MOU, SELLER and BUYER hereby agree to work in good faith towards the development of the Purchase and Sale Agreement and Development Agreement, and, to that end, agree to have their legal representatives begin preparing both.

A. PROPERTY AND PROJECT DESCRIPTION.

1. Property: The Property is approximately 9.3 acres of real estate located on 116th Street and Rogers Street in the City of West Allis, and is legally described on **Exhibit A** attached hereto and incorporated herein ("Property" or "Site"). As of the date of this Memorandum, there are improvements located on the Property ("Improvements").

2. Project: The "Project" is intended to consist of an approximately 165,000 square foot multi-tenant industrial facility that will include approximately 7,500 square feet of office and approximately 157,500 square feet of manufacturing and warehouse. The Project will be composed of two (2) buildings. The West Building will be approximately 72,500 SF with 5,000 SF of office. The East Building will be approximately 40,000 SF with 2,500 SF of office with the ability and intention to expand another 52,000 SF. Demolition of the existing "Improvements" by the SELLER, including demolition of the footings and foundation such that Site is "pad ready", will be required to accomplish the Project, as described. As of the date of this Memorandum, it is intended that BUYER or an affiliate of BUYER would own the Project and lease it to multiple tenants pursuant to a long term lease or leases (whether one or more, the "Lease"). It is estimated that the Project cost will be approximately \$12,000,000.00.

B. MOU TERM; PERFORMANCE SCHEDULE; PAYMENT; ACCESS.

1. Term: The term (the "Term") of this MOU shall be for one hundred twenty (120) days after the full execution of this MOU. At the expiration of the Term, this MOU shall be null and void and each party hereto shall not have any obligation.

2. **Payment:** BUYER will provide a payment in the amount of \$5,000 as a refundable deposit (the "Deposit") to secure the Property during the Term and commence the development agreement process. In the event BUYER and SELLER execute a Purchase and Sale Agreement, then the above-referenced \$5,000 payment shall be deposited into escrow with a title insurance company (the "Title Company") mutually agreed to by the parties hereto and shall be held and disbursed by the Title Company pursuant to the terms of the Purchase and Sale Agreement and any earnest money escrow agreement entered into by and among SELLER, BUYER and the Title Company. In the event BUYER and SELLER do not execute a Purchase and Sale Agreement prior to the expiration of the Term, then the above-referenced \$5,000 payment shall be refunded to BUYER within thirty (30) days, which obligation shall survive the expiration of the Term. Notwithstanding anything to the contrary set forth herein, SELLER may retain \$200 of the Deposit as consideration for the terms and conditions of this MOU.

3. **Access:** From and after the execution of this MOU by SELLER and BUYER, BUYER and its agents, employees, vendors, contractors, subcontractors and potential tenant shall have reasonable access to the Property to perform investigations, testing and analysis of the Property, so as to determine the condition of the Property and the feasibility of the Project; provided, however, BUYER shall provide SELLER with proof of insurance for anyone performing investigations, testing and analysis of the Property satisfactory to the SELLER. BUYER must restore site to its previous condition if the P&S Agreement is not entered into & the deal is not closed. BUYER must provide SELLER copies of all reports generated from such investigation.

C. CERTAIN PURCHASE AND SALE TERMS:

SELLER and BUYER hereby acknowledge and agree that the Purchase and Sale Agreement and Development Agreement shall set forth the terms related to the sale, conveyance, acquisition and development of the Property as between SELLER and BUYER. This MOU does not obligate SELLER to sell, or BUYER to buy, the Property. To the extent that there is any conflict between the terms and conditions of the Purchase and Sale Agreement or Development Agreement and the terms and conditions of this MOU, the terms and conditions of the Purchase and Sale Agreement or Development Agreement shall control and supercede.

1. **Purchase Price:** The Purchase Price paid by BUYER to SELLER for the Property shall be \$500,000.00. In addition to the Purchase Price the BUYER will contribute \$345,000 to SELLER for SELLERS site preparation costs; provided, however, prior to BUYER'S contribution SELLER and BUYER will cooperate.

2. **As Is, Where Is:** Except as otherwise expressly set forth in this MOU, the Purchase and Sale Agreement, the Development Agreement or the deed conveying the Property from SELLER to BUYER (the "Deed"), SELLER has not made, and has no duty or obligation to make, any warranties or representations, written or oral, express or implied, in any way related to the Property.

3. **BUYER's Conditions:** Consistent with an "As Is, Where Is" transaction, BUYER will have opportunity to conduct due diligence and feasibility analysis within the terms of this MOU.

4. **Closing:** Closing will occur after Plan Commission Approval of the Site Plan and Architectural Review, and evidence of a firm financing with no contingencies and/or equity requirements.

D. CERTAIN DEVELOPMENT TERMS.

1. **Incentives:** The SELLER has agreed to provide the following assistance to facilitate the development of the Project:

Loan.

a. The SELLER will provide the BUYER an Economic Development Loan in accordance with US Environmental Protection Agency regulations in the amount of up to \$,800,000 at one and half percent (1.5%) interest on a seven (7) year note, interest only for eighteen (18) months after Closing, and a twenty (20) year amortization thereafter. The Economic Development Loan shall be subordinate to a PNC Bank \$8,000,000 loan and Nex Market Tax Credits provided by First-ring Industrial Redevelopment Enterprise, Inc. (FIRE).

b. Tax Exempt Bonds. The SELLER will cooperate with the BUYER to assist BUYER in its proposed use of double tax exempt bonds for the Project.

2. **Site Plan.** The Property's layout and landscaping standards shall be consistent with the MOU as represented in **Exhibit B.**

3. **Responsibilities of the SELLER:** The following deal points will be the responsibility of the SELLER:

a. Survey/ALTA survey of project area:

i. The SELLER will obtain and provide for, at its sole cost and expense, an ALTA survey with such Table A requirements as BUYER shall reasonably request.

ii. The SELLER will obtain and provide for, at its sole cost and expense, a Certified Survey Map of the site prior to Closing.

b. Title Insurance: The SELLER will obtain and provide for, at its sole cost and expense, an ALTA title insurance policy with gap endorsement and such other endorsements as BUYER shall reasonably request in the amount of the purchase price and from the Title Company.

- c. Utilities and Stormwater: The SELLER has provided a map showing locations of laterals and connections to utilities.

The SELLER makes no representations or warranties on the conditions or suitability of these utilities.

- d. Site Conditions: The SELLER has completed extensive work to facilitate redevelopment of the Site (collectively "Seller's Prior Environmental and Site Work"). The work completed includes, but is not limited to, environmental investigations with the collection of soil and groundwater samples;
- i. All environmental, soil and similar reports and investigations conducted or commissioned by the SELLER will be provided to the BUYER ("Seller's Property Reports").
 - ii. The SELLER has submitted to the Wisconsin Department of Natural Resources (WDNR) a Technical Assistance Request and received a No Further Action Letter from WDNR on July 26, 2010 relative to the YF-West (11528 W. Rogers Street). With this letter, the WDNR agreed that no additional investigation was required except for the final remedy which is maintenance of the site cap, which was part of the LUST case closure described below.
 - iii. Final case closure was granted by the Department of Commerce on April 28, 2008 for the LUST release on the YF-West property with a Land Use Limitation. The Land Use Limitation requires a barrier cap to be maintained in accordance with the Barrier Maintenance Plan, attached as **Exhibit C**.
 - iv. Investigation of a LUST/ERP case in the southwest portion of the YF-East (11406 W. Rogers Street) property was conducted by the prior owner (YRC North American Transportation). Final case closure was granted by the WDNR on September 20, 2011 with continuing obligations. The continuing obligations for the YF-East property include a barrier cap to be maintained in accordance with the Barrier Maintenance plan, attached as Exhibit C, evaluation of vapor intrusion potential while planning future redevelopment and notification prior to disturbance of the barrier.
 - v. Additional investigation conducted by the SELLER indicates that limited low-level contaminants and non-exempt fills are present in the eastern portion of the YF-East property. Additional investigation was requested by the WDNR in their letter dated April 8, 2013 to determine the extent of materials requiring a barrier cap. Both parties agree to use reasonable efforts to ensure that to the fullest extent possible through the planning and construction phase of the Project that efforts will be coordinated between the BUYER and

SELLER to minimize excavation and/or removal of impacted soils wherever practicable. The SELLER agrees that incremental costs incurred relative to the monitoring and disposal of contaminated soil as identified in the GIS registry and generated as part of the proposed construction, will be the responsibility of the SELLER. Any impacted soils left in place will be managed by the BUYER in accordance with **Exhibit C**.

4. Responsibilities of BUYER: The following deal points will be the responsibility of BUYER:

- a. Rendering: BUYER will provide a rendering within thirty (30) days of acceptance of the MOU per the provided City of West Allis Architectural, Site, Landscaping and Signage Standards.
- b. Environmental:
 - i. Upon BUYER'S acquisition of the Property, the BUYER will be required to adhere to all continuing obligations and follow the requirements provided by the WDNR and the Department of Commerce (currently DSPS) as part of NR726 Site Closure. The final responsibility for all such continuing obligations and any cost reimbursement related to such continuing obligations shall be determined by SELLER and BUYER in the Purchase and Sale Agreement.
 - ii. Upon BUYER'S acquisition of the Property, the BUYER will provide the SELLER reasonable access to any subsequent environmental reports or results.
 - iii. Except for an action to enforce SELLER's obligation as set forth herein and as otherwise set forth in this MOU, the Purchase and Sale Agreement, or the Development Agreement, BUYER shall fully release SELLER from any environmental claims, demands or actions of any type. SELLER will have no further obligations with respect to the environmental conditions, except as otherwise set forth in this MOU, the Purchase and Sale Agreement, or the Development Agreement.
- c. Storm Water: Upon BUYER'S acquisition of the Property, the BUYER will need to meet the City of West Allis, WDNR and Milwaukee Metropolitan Sewerage District (MMSD) storm water management requirements. The requirements generally include removal of 40% of the total suspended solids (WDNR regulation) and storm water detention that accounts for a 20% reduction in the runoff rate from the Site compared to the year 2000 development conditions (a MMSD requirement). SELLER acknowledges and agrees that storm water may

be handled offsite and agrees to cooperate with BUYER in BUYER's pursuits to do so.

- d. Guarantee: Based on the Project outlined under Section A Item 2 and the Performance Schedule under Section B, the estimated total construction of an industrial building is approximately \$12 million. Beginning in the first full year after the Buyer acquires the Site, and continuing through the year which is six years after the Project achieves final completion (the "Tax Guaranty Term") as evidenced by an occupancy certificate and a final completion certificate from BUYER'S architect, BUYER, subject to force majeure, will guarantee that the assessed value for the Site is as follows (the "Guaranty Assessment"):

Date	Value
January 1, 2015	\$3,000,000
January 1, 2016	\$6,000,000
January 1, 2017	\$8,000,000
January 1, 2018	\$9,000,000
January 1, 2019	\$9,000,000
January 1, 2020	\$9,000,000
January 1, 2021	\$9,000,000

- i. Subject to ii. below, if during any year of the Tax Guaranty Term, the Site's assessed value is less than the Guaranteed Assessment, then BUYER shall pay to the City of West Allis the difference in the general real estate taxes for such year that would have been payable had the Site been assessed at the Guaranteed Assessment and the general real estate taxes payable with respect to such Site ("Tax Deficiency"), unless such Tax Deficiency is a result of force majeure.
- (a). Force Majeure. For the purposes of this Agreement Force Majeure means in the event that the contract cannot be performed due to causes that are outside the control of the BUYER, such as natural disasters, that could not be evaded through the exercise of due care.ii.
- ii. BUYER will agree that during the Tax Guaranty Term any Tax Deficiency will be treated as a special charge due and owing to the City of West Allis entered upon the tax roll for the year which it is due and owing against the Project.
- e. Public & Private Utilities: All existing and proposed utilities will be installed underground. BUYER is responsible for all connections to utility services. Curb and Sidewalk Replacement: Upon BUYER'S acquisition of the Property, BUYER will be responsible for sidewalk and curb replacement and necessary drive-way apron installation consistent with the final master site plan.

f. Zoning and Land Use:

- i. The Site is currently zoned M-1 Manufacturing. SELLER shall cooperate with BUYER in obtaining all necessary zoning approvals for the Project.
- ii. Site, Landscaping and Architectural Review Procedures apply to all buildings to be built on this redevelopment site.

5. Approval: This MOU is subject to approval by the Common Council of the City of West Allis.

E. CONFIDENTIALITY.

SELLER acknowledges that in the course of the Project's development process SELLER may become aware of certain of BUYER'S confidential and proprietary information, including the names of potential tenants for the Project and financial information regarding BUYER and its affiliates (the names and financial information being collectively referred to herein as, "Confidential Information"). Except as required by applicable law as reasonably determined by SELLER after consultation with a lawyer or as needed to further the transaction contemplated by this MOU, SELLER agrees not to share such Confidential Information to non-BUYER parties.

F. SCHEDULE.

Table 1: Performance Schedule			
Item	Description	Date	Entity
a	Memorandum of Understanding	By October 2013	Executive Director(SELLER) / BUYER
b	Rendering	30 days following full execution of MOU	BUYER/SELLER
c	Purchase and Sale Agreement/Development Agreement	30 days following full execution of MOU	SELLER/BUYER
d	Public Hearing to Sell Land	15 days following full execution of Purchase and Sale Agreement	Common Council
e	Site, Landscaping, Architectural Plan	105 days following full execution of Purchase and Sale Agreement	Plan Commission/ BUYER
f	Construction Drawings	105 days following full execution of Purchase and Sale Agreement	BUYER Submits to Building Inspection & Neighborhood Services

g	Closing	120 days following execution of Purchase and Sale Agreement	SELLER/BUYER
h	Commence Construction	120 days following execution of Purchase and Sale Agreement	BUYER
i	Project Completion	18 months following Closing	BUYER

G. CONTACT INFORMATION.

1. BUYER'S Contact Information:

a. Stewart Wangard
Wangard Partners, Inc.
1200 Mayfair Road, Ste 220
Milwaukee, WI 53226
414-777-1200
swangard@wangard.com

b. Burton Metz
Wangard Partners, Inc.
1200 Mayfair Road, Ste 220
Milwaukee, WI 53226
414-777-1200
bmetz@wangard.com

2. SELLER'S Contact Information:


a. John F. Stibal, Executive Director
Community Development Authority
City of West Allis
7525 W. Greenfield Avenue
(414) 302-8462
jstibal@westalliswi.gov

b. Scott E. Post
City Attorney
City of West Allis
7525 W. Greenfield Avenue
(414) 302-8452
spost@westalliswi.gov

[Signatures Begin on Page]

Parties have executed this Memorandum of Understanding per the signature acceptance date stated below:

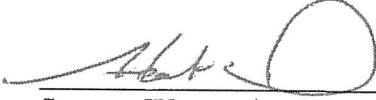
**Community Development Authority
City of West Allis**



John F. Stibal
Executive Director

Dated: 10-10, 2013

Wangard Partners, Inc., and/or assigns,



Stewart Wangard
CEO/Chairman

Dated: 10-14, 2013

List of Exhibits and Appendix

Exhibit A – Legal Description

Exhibit B - Site Plan

Exhibit C –Barrier Maintenance Plan

Exhibit A – Legal Description

Address: 11528 W. Rogers St., West Allis, WI 53227

Tax Key Number: 481-9993-010

Description: Lot 1 of Certified Survey Map No. 749, recorded on October 19, 1967, on Reel 386, Image 686, as Document No. 4351894, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin EXCEPTING THEREFROM THE FOLLOWING: A part of Lot 1, of Certified Survey Map No. 749, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the Northwest corner of said lot; thence North $88^{\circ} 59' 10''$ East along the North line of said Lot, 14.00 feet; thence South $4^{\circ} 15' 19''$ West 130.46 feet to a point which is 3.00 feet East of the West line (measured at right angles) of said Lot; thence South $0^{\circ} 04' 05''$ East 277.00 feet; thence South $89^{\circ} 24' 55''$ West 0.50 feet; thence North $0^{\circ} 35' 05''$ West along the West line of said Lot, 406.88 feet to the point of beginning.

PIN: 481-9993-001

Lot "A" of Certified Survey Map No. 943, recorded on November 29, 1968, on Reel 453, Image 200, as Document No. 4432438, being a division of Lot 3 of Certified Survey Map No. 749, recorded October 19, 1967, on Reel 386, Image 686, as Document No. 4351894, and being part of the Southeast $\frac{1}{4}$ of Section 6, in Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

PIN: 481-9993-013

Exhibit B - Site Plan

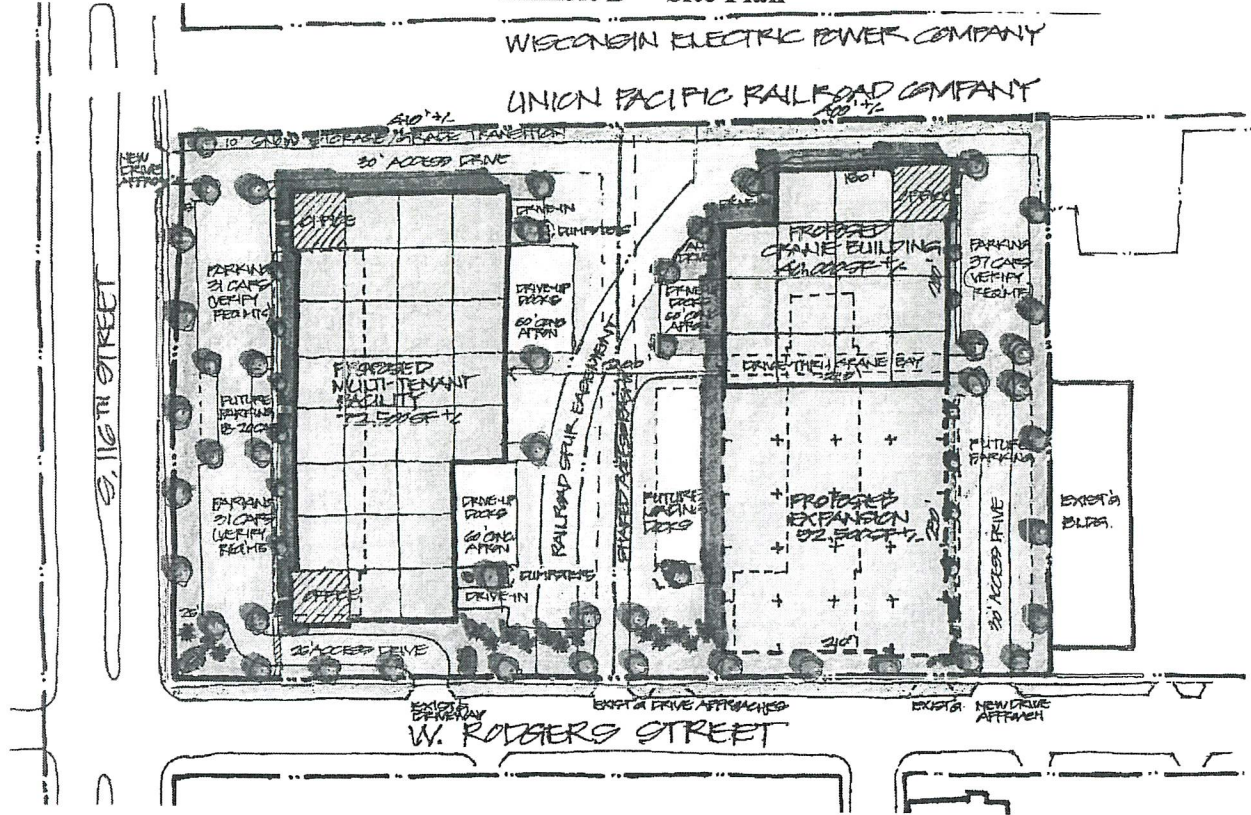


Exhibit C – Barrier Maintenance Plan
(See Attached)

PAVEMENT BARRIER MAINTENANCE PLAN

December 17, 2007

Property Located at:

**11528 West Rogers Street,
West Allis, Wisconsin**

**COMMERCE # 53227-1098-28-A
WDNR BRRTS #03-41-002691**

Legal Description

Lot 1 of Certified Survey Map No. 749 recorded on October 19, 1967, on Reel 386, Image 686, as Document No. 4351894, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Township 6 North, Range 21 East, in the City of West Allis, EXCEPTING THEREFROM THE FOLLOWING:

A part of Lot 1, of Certified Survey Map No. 749, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Township 6 North, Range 21 East, in the City of West Allis, to-wit: Beginning at the Northwest corner of said lot; thence North $88^{\circ}59'10''$ East along the North line of said Lot, 14.00 feet; thence South $4^{\circ}15'19''$ West 130.48 feet to a point which is 3.00 feet East of the West line (measured at right angles) of said Lot; thence South $0^{\circ}04'05''$ East 277.00 feet; thence South $89^{\circ}24'55''$ West 0.05 feet; thence North $0^{\circ}35'05''$ West along the West line of said Lot, 406.88 feet to the point of beginning.

Tax # 481-9993-010

Introduction

This document is the Maintenance Plan for a pavement cover at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing paved surface occupying the area over the contaminated shallow soil on-site. The contaminated soil is impacted by petroleum compounds. The location of the paved surface to be maintained in accordance with this Maintenance Plan is identified in the attached map (Exhibit A).

Pavement Barrier Purpose

The paved surface overlying the contaminated shallow soil serves as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The paved surface overlying the contaminated shallow soil and as depicted in Exhibit A will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks and other potential problems that can cause exposure to underlying soils. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age, and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit B, Cap Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. The inspection log must be kept on site and made immediately available for review by the Wisconsin Department of Commerce (Commerce), its successor, and/or other state agency. Do not submit a copy of the log annually.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains or assume the soil is solid waste and must be treated, stored, and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surface overlying the contaminated soil is removed or replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in the Maintenance Plan unless indicated otherwise by Commerce or its successor.

The property owner, in order to maintain the integrity of the paved surface, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of Commerce.

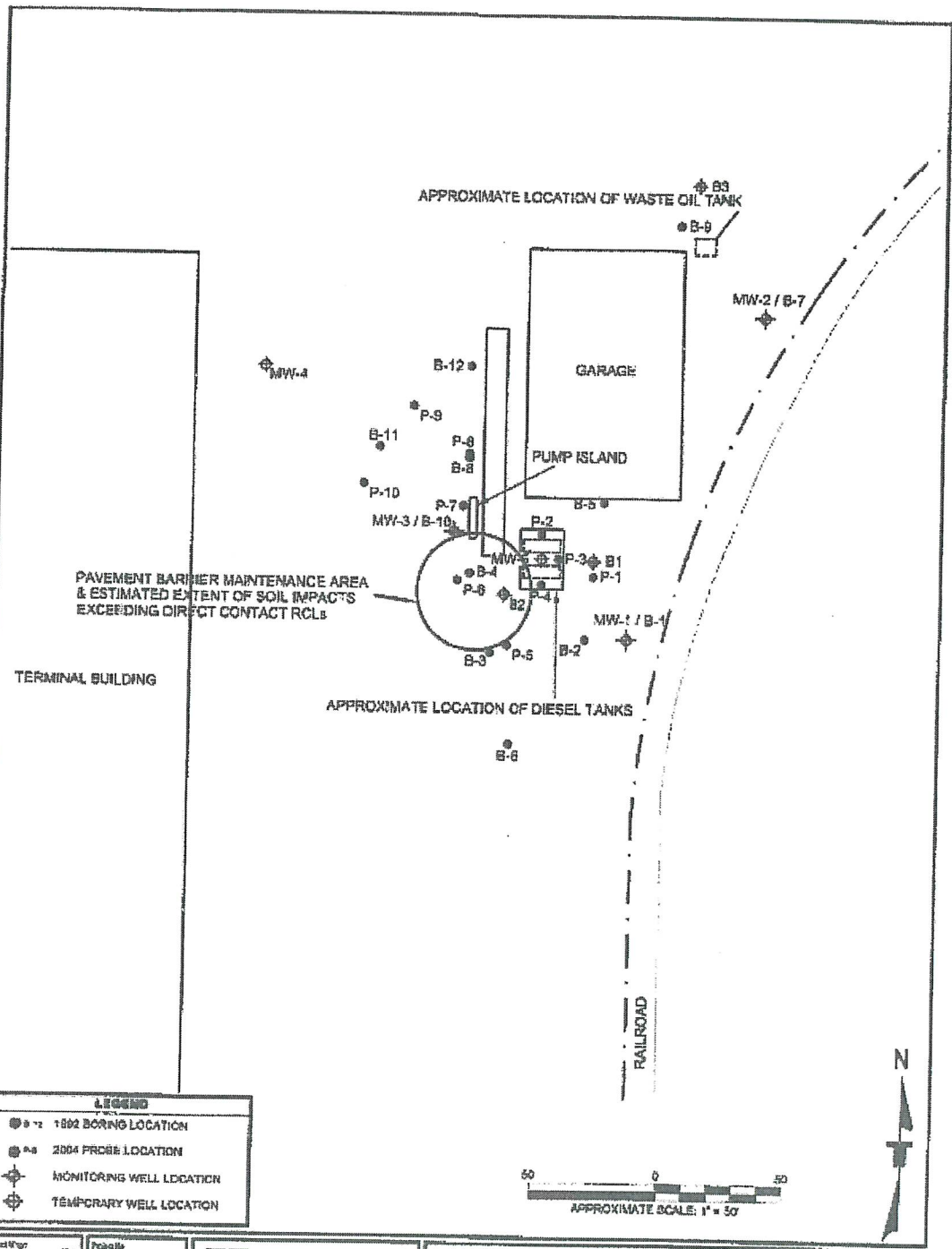
Pavement Barrier Maintenance Plan
Yellow Freight Systems
December 2007

Contact Information
(as of December 2007)

Site Owner and Operator: Steven Shiners
YRC Worldwide Enterprise Services, Inc.
10990 Roe Avenue, MS A605
Overland Park, Kansas 66211
(913) 344-3615

Consultant: Jason B. Lowery, P.G.
Terracon Consultants, Inc.
3011B East Capitol Drive
Appleton, Wisconsin 54911
(920) 993-9096

Project Manager: Stephen D. Mueller
Wisconsin Department of Commerce
9316 North 107th Street
Milwaukee, Wisconsin 53224-1121
(414) 357-4704



LEGEND	
●	1992 BOREHOLE LOCATION
●	2004 PROBE LOCATION
⊕	MONITORING WELL LOCATION
⊕	TEMPORARY WELL LOCATION

Project Mgr:	JBL
Drawn by:	AJP (26)
Checked by:	JBL
Approved by:	JBL
Project No:	32077607
Scale:	AS SHOWN
Revised by:	32077607 am dreg
Date:	12/14/07

Terracon
 Consulting Engineers and Scientists
 319 BLUMENT SADDLE DRIVE APPLETON WI 54911
 TEL: 920.836.2004 FAX: 920.836.2004

PAVEMENT BARRIER MAINTENANCE PLAN MAP
 YELLOW FREIGHT SYSTEMS INC
 YRC WORLDWIDE
 11628 WEST ROGERS STREET
 WEST ALLIS WISCONSIN

EXHIBIT
 A

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS, WISCONSIN
RESOLUTION NO. 1016
DATE ADOPTED September 10, 2013

Resolution authorizing a Memorandum of Understanding with Wangard Partners, Inc. for the former Yellow Freight Terminal property located at 11406 and 11528 W. Rogers St.

WHEREAS, the Memorandum of Understanding is hereby attached to and made a part of this Resolution; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") hereby recommends Mayor and Common Council approval of the attached Memorandum of Understanding between the Authority and Wangard Partners, Inc., for the former Yellow Freight Terminal property located at 11406 and 11528 W. Rogers St.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Authority authorizes the Executive Director or his designee, to negotiate a Purchase and Sale and Development Agreements as outlined in the attached Memorandum of Understanding by and between the Community Development Authority of the City of West Allis and Wangard Partners, Inc., for the former Yellow Freight Terminal property located at 11406 and 11528 W. Rogers St.

NOW, THEREFORE, BE IT RESOLVED, that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Memorandum of Understanding, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

Approved: _____


John F. Stibal, Executive Director/Secretary
Community Development Authority



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0193

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution approving the Cooperation Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis, for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis ("Authority") are desirous of administrating a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.; and,

WHEREAS, through Resolution No. R-2013-0163, the Common Council authorized the Director of Development to enter into a Site Assessment Grant contract by and between the City of West Allis and the Wisconsin Economic Development Corporation in the amount of \$127,000; and,

WHEREAS, the City of West Allis (the "City") recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and,

WHEREAS, the City will maintain records documenting all expenditures made during the Brownfield site Assessment Grant Period.

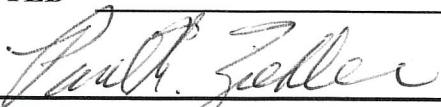
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Cooperation Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis, for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St., a copy of which Agreement is attached hereto and made part hereof, is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the 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 the prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

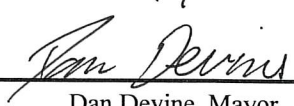
BE IT FURTHER RESOLVED that the Director of Development is hereby authorized to deliver, execute, and fulfill the Agreement.

cc: Department of Development
Grants Accounting Specialist

DEV-R-729-9-3-13

ADOPTED **SEP 03 2013**


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

APPROVED **9/5/13**


Dan Devine, Mayor

**COOPERATION AGREEMENT
BY AND BETWEEN THE CITY OF WEST ALLIS AND THE
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS
FOR THE YELLOW FREIGHT PROPERTY LOCATED AT 11406 W. ROGERS ST.
WITH REGARD TO A \$127,000 WEDC SITE ASSESSMENT GRANT**

This Cooperation Agreement (hereinafter referred to as the "Agreement") is entered into this 13th day of August, 2013, by and between the **CITY OF WEST ALLIS**, a municipal corporation (the "City") and the **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS**, a public body, corporate and politic, created and existing under the laws of the State of Wisconsin (the "Authority");

WHEREAS, the Authority with the c
& 11406 W. Rogers to redevelop certain blig
the area of TID Number Ten in the City of W
"Project Area"), more particularly described a
attached as "Exhibit A" and made a part here

Ann- 9.313
Please place in
R-2013-0193
+ remove from
"the naughty list"
Thank You -
I put an electronic signed
Copy in Legistar. Barb

properties at 11528
ect") located in
of Wisconsin (the
ndaries, which is
e Assessment

WHEREAS, the City, on behalf of th
Grant from the Wisconsin Economic Development Corporation to address environmental concerns for
11406 W. Rogers St.; and,

WHEREAS, the City shares the goal to attract development and redevelop the Property; and,

WHEREAS, the City, on behalf of the Authority, will manage the grant funds, contract for
services, provide the necessary grant match through TID Number Ten, and complete reporting necessary
to assist the Authority redevelop the property; and,

WHEREAS, the \$127,000 grant budget is hereby attached as "Exhibit B".

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

1. Project Definition. The Parties mutually agree to participate in the redevelopment of the Project Area for the purpose of the aforementioned grant and to facilitate in the attraction of private investment and redevelopment.
2. Approvals. The City will approve all scope of services and contracts associated with the grant. The City of West Allis through the approved TIF budget will provide the required grant match as outlined in "Exhibit B".

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

In the Presence of:

Janette Wondinski

CITY OF WEST ALLIS

By: Dan Devine
Dan Devine, Mayor

In the Presence of:

Barbara J. Burkee

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

By: John F. Stibal
John F. Stibal, Executive Director

Exhibit A - Project Boundaries

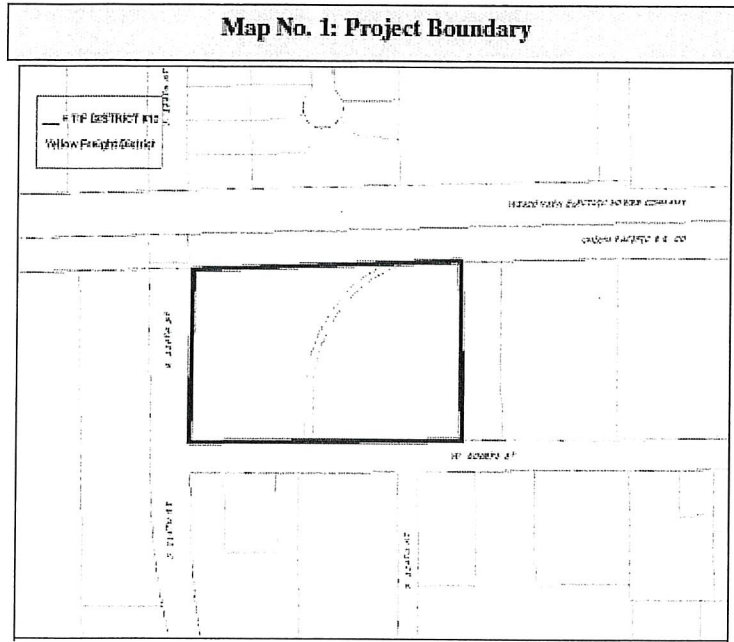


Exhibit B- Grant Budget

PROJECT BUDGET

Code	Project Activities	WEDC SAG Grant	Applicant	Total
0235	Environmental Site Work	\$127,000	\$100,981	\$227,981
0110	Real Estate Acquisition	\$0	\$650,000	\$650,000
Total Eligible Costs		\$127,000	\$750,981	\$877,981

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1014
DATE ADOPTED August 13, 2013

Resolution approving the Cooperation Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis, for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis ("Authority") are desirous of administrating a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.; and,

WHEREAS, through Resolution No. R-2013-0163, the Common Council authorized the Director of Development to enter into a Site Assessment Grant contract by and between the City of West Allis and the Wisconsin Economic Development Corporation in the amount of \$127,000; and,

WHEREAS, the City of West Allis (the "City") recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and,

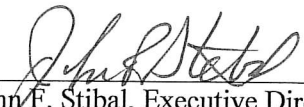
WHEREAS, the City will maintain records documenting all expenditures made during the Brownfield site Assessment Grant Period; and,

THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that the Cooperation Agreement for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St., a copy of which Agreement is attached hereto and made part hereof, 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 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 the 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 Executive Director is hereby authorized to deliver, execute, and fulfill the Agreement.

Approved: _____


John F. Stibal, Executive Director
Community Development Authority

Attachment: Cooperation Agreement