

**AMENDED COOPERATION AGREEMENT
TAX INCREMENTAL DISTRICT (TID) NUMBER NINE
Pioneer Neighborhood**

This Amended Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this 21st day of March, 2006, 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");

W I T N E S S E T H:

WHEREAS, the Authority with the cooperation of the City has undertaken to acquire and redevelop certain blighted property (hereinafter called "Project") located in the area of TID Number Nine in the City of West Allis and County of Milwaukee, State of Wisconsin (the "Project Area"), more particularly described and depicted on Map No. 1 – Project Boundaries, Tax Incremental District Number Nine Project Plan, which is attached as Exhibit "A" and made a part hereof; and,

WHEREAS, the City may, among other things, loan or contribute funds to the Authority for the purpose of carrying on redevelopment as provided in Wis. Stats. Sec. 66.1333(13); and,

WHEREAS, the Authority authorized execution hereof by Resolution No. 587, adopted February 28, 2006, and the City authorized execution hereof by Resolution No. R-2006-0083, adopted March 21, 2006; and amended by Resolution No. R-2006-_____, adopted _____ and,

WHEREAS, the City will provide financial assistance and cooperate with the Authority to provide, among other things, 100% of the cost of the Project to the Authority so that the Authority might carry out the entire Project and transfer the deed of the property located at 7939 - 43 W. National Avenue, 8001 W. National Avenue, and 80** W. National Avenue, herein after referred to as the Advertoprint property.

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

1. Project Definition. The Authority agrees to participate in the redevelopment of the Project Area and eliminate its status as blighted property.

2. Establishment of Funds. The City will provide to the Authority, from such sources as determined by the Common Council, in the presently estimated amount of Three Million Nine Hundred Seven Thousand Dollars (\$3,907,000) for the redevelopment of the Project Area including deferred payment loans, acquisition of the Property and to pay for site improvements, administration, and other costs attendant to the Project, as generally specified in Tax Incremental District Number Nine Project Plan, Table 1 – Project Plan Activities and Table 2 Estimated Costs and attached as Exhibit "A" and made a part hereof; such funds as approved by the Common Council to be made available to the Authority upon approval by the Administration and Finance Committee as may be appropriate, and upon requisition by the Executive Director of the Authority according to a procedure mutually agreed upon between the City Comptroller and the Executive Director. Funds include all costs related to the City's acquisition of the Advertoprint property and other costs associated with the City's ownership as defined by the City Comptroller. The requisitioned funds shall be placed in a separate bank account by the Authority and shall not be commingled with other funds of the Authority. The Authority shall draw from said deposit funds as necessary to pay for the obligations incurred under the Project. If funds in excess of the aggregate amount stated above become necessary to complete the Project, such funds shall be approved by the Common Council through usual budgetary procedures.

3. Project Receipts. Receipts of the Authority from sale of land as well as other Project income are to be deposited to the bank account of the Authority and may be used as required to meet expenditure obligations of the Authority in the carrying out of the Project.

Any sums remaining upon conclusion of the Project will be returned to the City by the Authority.

4. Verification by Comptroller. The City Comptroller shall from time to time, as his judgment is appropriate, review the receipts and expenditures of the Authority in connection with the Project, and the City Comptroller shall have full power to make such audit as is necessary to provide for a full accounting to the City. The City Comptroller shall conduct an audit and report to the Common Council with respect to the results of such audit. Upon completion of the Project, the Authority shall make a full accounting to the City of income received and amounts expended and shall return to the City all unused and unneeded funds.

5. Construction of Improvements. The City will construct or cause to be constructed within the Project area at a time mutually agreeable to the City Engineer and the Authority such improvements as are necessary to the Project or as shall be determined by resolution of the Common Council. Said improvements will be fully paid for from the Project funds provided to the Authority in accordance with Paragraph 2 above.

6. Supplemental Redevelopment Activity by City.

A. The City will take such lawful actions as may be deemed by the City and the Authority to be necessary or desirable in connection with the Project.

B. The Department of Development and the Office of the City Attorney shall assign sufficient personnel to implement and complete the Project in accordance with the Service Agreement between the City and the Authority.

7. Interest Payments. Any sums payable hereunder by either party to the other shall bear interest as determined by the City Comptroller and any interest earned on such sums shall be deposited by the Authority in accordance with Paragraph 3 above.

8. Compliance with Laws. The Authority agrees to comply fully with all applicable

local, state and federal laws, ordinances, rules and regulations relating to the Project and any funding provided therefore.

(SIGNATURES ON FOLLOWING PAGE)

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

In the Presence of:

CITY OF WEST ALLIS

By: _____ (SEAL)
Jeannette Bell, Mayor

Attest:

_____ (SEAL)
Paul M. Ziehler
City Administrative Officer, Clerk/Treasurer

In the Presence of:

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

By: _____ (SEAL)
Gerald Matter, Chairman

Attest:

_____ (SEAL)
John F. Stibal, Executive Director

Approved as to form this _____ day
_____ 2006

Scott Post,
City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this _____ day of _____, 2006
and I certify that the necessary funds have been
provided to pay the liability that may be incurred,
by the City of West Allis under this Agreement.

Gary Schmid, Chief Financial Officer-
Manager Finance/Comptroller