

**AMENDED COOPERATION AGREEMENT  
TAX INCREMENTAL DISTRICT (TID) NUMBER SEVEN  
(SUMMIT PLACE), CITY OF WEST ALLIS, WISCONSIN**

This Amended Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2014, 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 cooperation of the City has undertaken to acquire and redevelop certain blighted property (hereinafter called "Project") located in the area of TID Number Seven 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, which is attached as “Appendix 1” 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 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,

**WHEREAS**, the Common Council approved Amendment Number Two on November 20, 2007 through Resolution No. R-2007-0281 for an additional \$3,500,000, and Amendment Number Three on February 3, 2009 through Resolution No. R-2009-0031 for an additional \$1,500,000 to Tax Incremental District Number Seven’s budget authority; and,

**WHEREAS**, the Project cost required for funding the Amendment Number Five Project’s activities and necessary administrative costs, including staff and legal costs, are estimated at \$2,260,000; and,

**WHEREAS**, the City and Authority have entered into previous Cooperation Agreements (the original Agreement, Amendment Number One, and Amendment Number Four) pertaining to Tax Incremental District Number Seven, authorizing a total of \$10,175,000 in Project expenditures; and,

**WHEREAS**, this amended Cooperation Agreement authorizes an additional \$6,260,000 in Project expenditures (\$3,500,000 from Amendment Number Two, \$1,500,000 from Amendment Number Three and \$2,260,000 from Amendment Number Five); and,

**WHEREAS**, the Authority authorized execution hereof by Resolution No. 1085, adopted October 14, 2014, and the City authorized execution hereof by Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_; and,

**WHEREAS**, the Project outline in the attached Amended Tax Increment Financing Project Plan is anticipated to generate sufficient tax increment funds to support the debt service and interest payments to the City.

**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 in need of rehabilitation through the attraction of private investment and redevelopment.
2. Approvals. The City will retain the right to approve all Development Agreements and Technology Grant Agreements for redevelopment of the Property and financial assistance to Business(es).
3. Establishment of Funds. The City will provide to the Authority, from such sources as determined by the Common Council, in the presently net estimated amount of Six Million Two Hundred Sixty Thousand Dollars (\$6,260,000) for Amendments Number Two and Three, and for the redevelopment of the Project Area including the cost of acquisition, demolition, relocation and/or rehab, park improvements, and/or traffic/street improvements within the

District's boundaries and/or within a ½-mile radius of the District boundaries; economic incentive package(s) to a business/businesses within the District's boundaries and/or within a ½-mile radius of the District boundaries; additional funding of the existing Neighborhood Residential Improvement Program; administrative expenses; and, other costs attendant to the Project, as generally specified in Amendment Number Five to Tax Incremental District Number Seven, 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. 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, the Authority shall apply to the Common Council for additional funding subject to usual budgetary procedures and statutory requirements for tax increment financing.

4. Repayment Terms. Funds borrowed by the Authority under this Amendment, need not be repaid to the City but the City shall receive the increment under the provisions of sec. 66.1105, Wis. Stat., as described in the Common Council approval Resolution No. \_\_\_\_\_ . Both the City and Authority shall take all actions necessary to insure that the funds loaned and interest under Section 3 are recovered by the City during the life of the TID.

5. 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. The

Authority will return any sums remaining upon conclusion of the Project to the City.

6. 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.

7. Supplemental Redevelopment Activity by City.

A. The City, at no cost to the Authority, 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.

8. Interest Payments. Any sums payable hereunder by either party to the other shall bear interest, and any interest earned on such sums shall be deposited by the Authority in accordance with Section 3 above.

9. 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.

10. Dissolution. Under Wis. Stat. 66.1335(5) and City Ordinance 5655, the Common Council reserves the right terminate the Authority.

**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:

\_\_\_\_\_

**CITY OF WEST ALLIS**

By: \_\_\_\_\_ (SEAL)  
Dan Devine, Mayor

Attest:

\_\_\_\_\_

\_\_\_\_\_ (SEAL)  
Monica Schultz  
City Clerk

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

COMPTROLLER'S CERTIFICATE

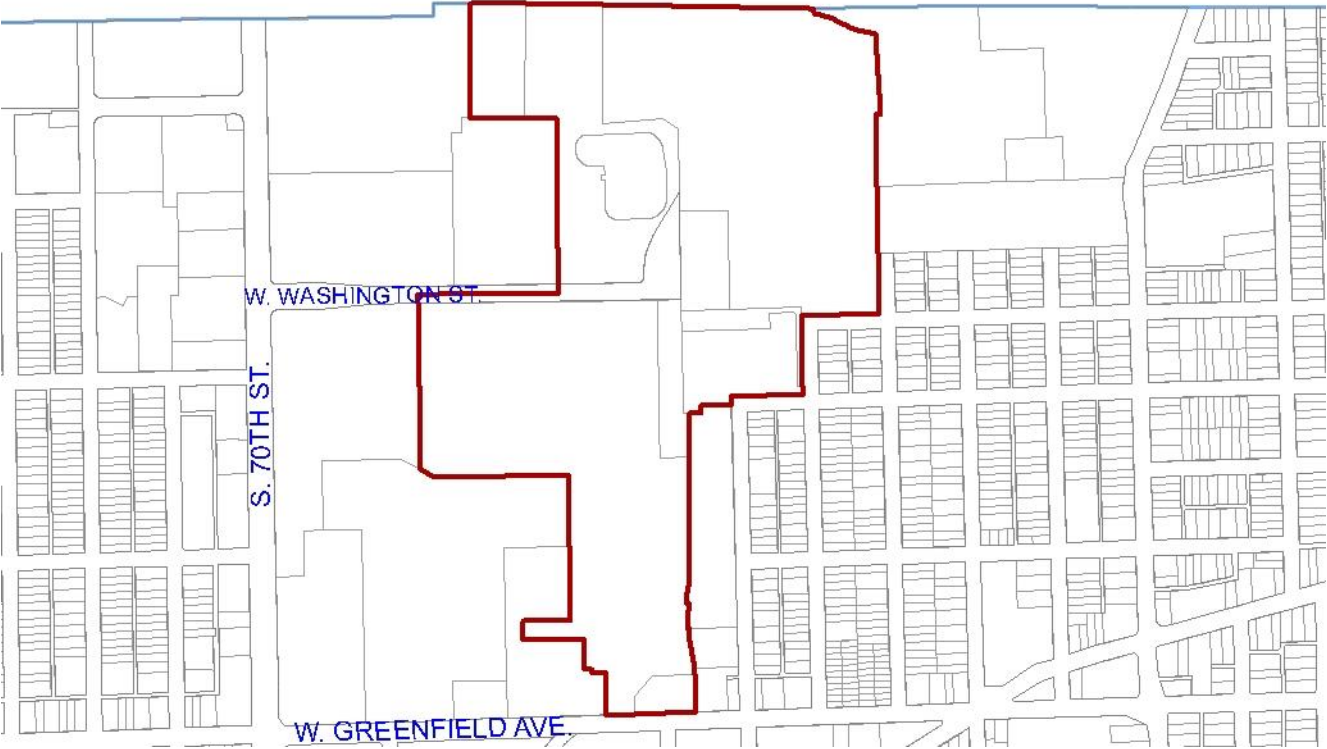
Countersigned this \_\_\_\_ day of February 2014  
and I certify that the necessary funds have been  
provided to pay the liability that may be incurred,  
by the City of West Allis under this Agreement.

Approved as to form this \_\_\_\_ day of  
\_\_\_\_\_, 2014

\_\_\_\_\_  
Scott E. Post  
City Attorney

\_\_\_\_\_  
Mark D. Wyss  
Director of Finance/Comptroller

**Appendix 1 – Map 1: Project Boundaries**



The District is generally bounded on the east by S. 63 St., on the north by the City limits, the western boundary of the District abuts privately-owned properties along S. 70th St; and on the south by W. Greenfield Ave.

## **Appendix 2 - Project Description**

Amendment Number Five will provide \$2,260,000 in tax incremental financing funds for on- or off-site improvements for acquisition, demolition, relocation and/or rehab, park improvements, and/or traffic/street improvements within the District's boundaries and/or within a ½-mile radius of the District boundaries; economic incentive package(s) to a business/businesses within the District's boundaries and/or within a ½-mile radius of the District boundaries; additional funding of the existing Neighborhood Residential Improvement Program; and, administrative expenses. The additional funding will add approximately one (1) year and 9 months to the life of TIF District Number Seven. The life of the TIF District will be extended from approximately 13 years to approximately 14 years.

Based on market conditions, current conditions and use of the District, the City has determined that redevelopment of the area will not occur as a result of private investment. Without the use of TIF, redevelopment in areas of blighted buildings is unlikely, and the current condition, potential environmental issues and vacancy of the commercial buildings would remain.

**Appendix 3 – Estimated Redevelopment Costs**

<b>Existing Principle and Interest without Amendment #5</b>	
1. Principle	\$4,473,220
2. Interest	\$255,585
<b>3. Total Existing Debt</b>	<b>\$4,728,805</b>
<b>Estimated TIF expiration: 2 years, 1 month from the end of 2014 - (2017)</b>	

<b>New Debt with Amendment #5</b>	
<b>Project Activity</b>	<b>TIF Plan Budget</b>
1. Acquisition, Demolition, Relocation and/or Rehabilitation, Park Improvements, and/or Traffic/ Street Improvements	\$1,410,000
2. Economic Development Incentive	\$250,000
3. Neighborhood Residential Improvement Program	\$500,000
4. Administration	\$100,000
<b>SUBTOTAL</b>	<b>\$2,260,000</b>
<b>5. Total Existing Debt</b>	<b>\$4,728,805</b>
6. New Interest Expense	\$373,626
<b>TOTAL NEW AND EXISTING DEBT</b>	<b>\$7,362,431</b>
<b>Estimated TIF expiration: 3 years, 10 months from the end of 2014 - (2018)</b>	