

**Cooperation Agreement for Tax Incremental District Number Fourteen
(68th and Mitchell), City of West Allis, Wisconsin.**

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this 13 day of November 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 Fourteen 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 Exhibit 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 Authority hereby authorizes the execution of said Cooperation Agreement for Tax Incremental District Number Fourteen by Resolution No. 1083, adopted October 14, 2014, and the City authorizes execution hereof by Resolution No. R- 2014-0361 adopted November 3, 2014; 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 Project cost required for funding the Project's activities and necessary administrative costs, including staff and legal costs, are estimated at \$4,092,260; and,

WHEREAS, the Project outlined in the attached 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 Purchase and Sale agreements for the sale and redevelopment of the Property.
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 Three Million One Hundred Fifty Four Thousand and Forty-Seven Dollars (\$3,154,047) for the redevelopment of the Project Area including acquisition of the Property, demolition, environmental investigation and remediation, site improvements, administration, and other costs attendant to the Project, as generally specified in Tax Incremental District Number Fourteen Exhibit 2 - Project Description and Exhibit 3 – Estimated Redevelopment Costs 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 Authority’s acquisition and redevelopment of the “68th and Mitchell” Project Area and other costs associated with the Authority’s ownership as defined by the City Comptroller. The requisitioned funds shall be placed in a separate fund by the Authority and shall not be commingled with other funds of the Authority. The expenditures and income related to the TID will be accounted for in a separate fund. Such funds to be used

by the City will be a TID Project Fund, the Debt Service Fund (debt service payments), Special Revenue Funds (for grants, federal and state awards) and other Funds as required for proper accounting of the TID. 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 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. R- R-2014-0364.

Both the City and Authority shall take all actions necessary to ensure 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 fund 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/her 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. 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.

8. 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.

9. 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 Paragraph 3 above.

10. 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.

11. 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:

Antoine Neff

Antoine Neff

In the Presence of:

John Stibal

Law M. Jander

Approved as to form this 13 day
November 2014.

Scott E. Post
Scott E. Post
City Attorney

CITY OF WEST ALLIS

By: Dan Devine (SEAL)
Dan Devine, Mayor

Attest:

Monica Schultz (SEAL)
Monica Schultz
City Clerk

COMMUNITY DEVELOPMENT
AUTHORITY OF THE CITY OF
WEST ALLIS

By: Gerald Matter (SEAL)
Gerald Matter, Chairman

Attest:

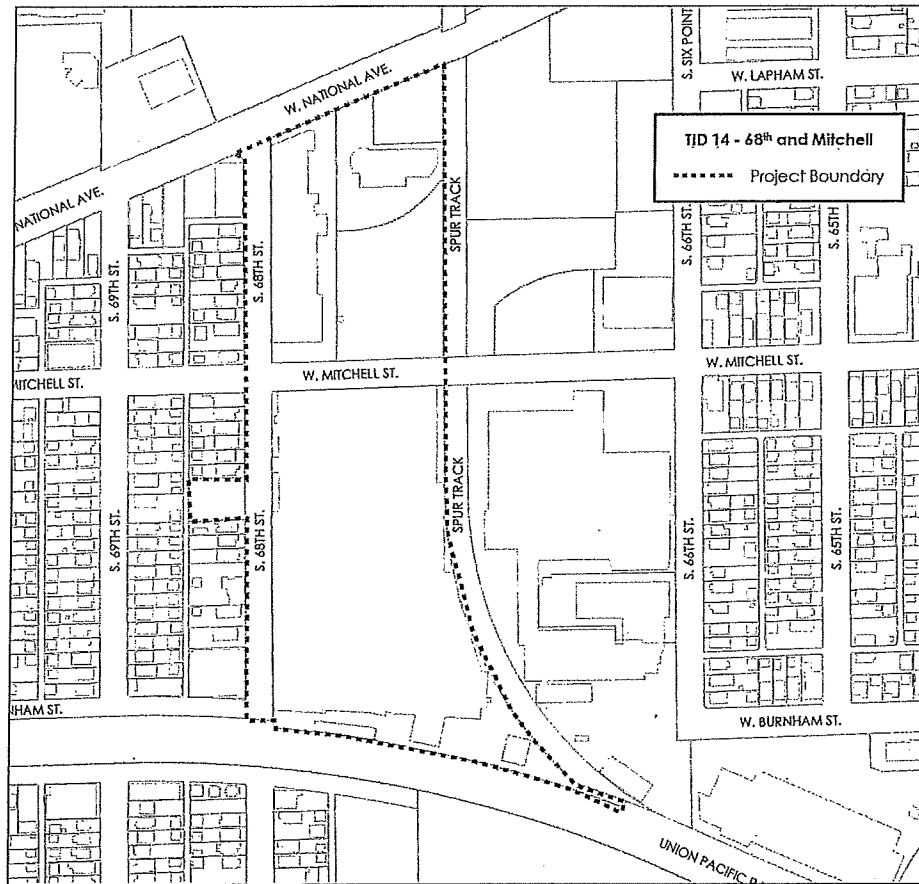
John F. Stibal (SEAL)
John F. Stibal, Executive Director

COMPTROLLER'S CERTIFICATE

Countersigned this 14 day of November 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.

Mark Wyss
Mark Wyss
Finance Director/Comptroller/City Treasurer

Exhibit 1 – Map 1: Project Boundaries



Legal Description.

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

Beginning at the Southeast corner of Block 10 in the Gross West Allis subdivision; thence Northerly, 381.83 feet, along the West right-of-way line of South 68th Street, to the Southeast corner of Lot 9 in Block 10 of the Gross West Allis subdivision; thence Westerly, 121.24 feet, along the South property line of said lot to the East right-of-way line of adjacent public alley; thence Northerly, 90.00 feet along the said right-of-way line, to the Northwest corner of Lot 7 in Block 10 of the Gross West Allis subdivision; thence Easterly, 120.72 feet, along the North property line of said lot, to the West right-of-way line of South 68th Street; thence Northerly, 677.00 feet, along the said West right-of-way line; thence Northwesterly, 20.14 feet, to the South right-of-way line of West National Avenue; thence Northeasterly, 487.36 feet, along the said South right-of-way line, to the Northwest corner of Lot 3 in Assessor's Plat No. 269 and West line of spur track; thence Southerly, 903.55 feet, along the said West line to the point on curve; thence Southeasterly, 704.25 feet, along the arc of the curve; thence Southeasterly, 117.61 feet, parallel with North railroad right-of-way line of Chicago & Northwestern Trans. Co.; thence Southwesterly, 15.00 feet, to the North railroad right-of-way line of Chicago & Northwestern Trans. Co.; thence Northwesterly, 289.68 feet, along the said North line, thence Northeasterly, 2.40 feet; thence Northwesterly, 272.00 feet, along the said North line; thence Southwesterly, 2.20 feet; thence Northwesterly, 220.62 feet, along the said North line to the East right-of-way line of South 68th Street, extended; thence Northerly, 15.08 feet, along the said East line to the South right-of-way line of West Burnham Street; thence Northwesterly, 60.26 feet, along said South line to the West right-of-way line of South 68th Street, extended; thence Northerly, 40.14 feet to the Point of Beginning of this description.

Said land contains 14.71 Acres, more or less.

Exhibit 2 - Project Description

The activities of the District are designed to encourage redevelopment of the blighted industrial buildings and contaminated land. The following activities are essential to removing the current barriers to private redevelopment.

The project includes the private redevelopment of up to six parcels totaling approximately 14.71 acres of land. The project will include the acquisition of property, potential relocation, environmental remediation of contaminated properties, demolition of industrial buildings, off-site improvements to upgrade the surrounding area, administration and capitalized interest. The District will be redeveloped with quality commercial and/or industrial developments, offering increased employment opportunities. The proposed redevelopment would consist of two buildings totaling over 180,000 sq. ft.

Buildings would consist of materials such as brick, precast stone and cast stone, common size brick, concrete masonry as a secondary material, ornamental metals as an accent material, stucco, and EIFS limited to less than 10%.

Exhibit 3 – Estimated Redevelopment Costs

Capitalized Project Costs	Estimated Budget
1. Acquisition	\$2,181,375
2. Relocation	\$50,000
3. Environmental Clean-Up	\$284,000
4. Demolition	\$115,500
5. Public Infrastructure	\$0
6. Offsite Improvement*	\$500,000
*acquisition, relocation, demolition and/or rehab	
7. Administration	\$456,275
8. Capitalized Interest	\$286,972
9. Contingency	\$213,138
TOTAL	\$4,092,260