

20.



# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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**R-2009-0271**      **Resolution**      **Introduced**

Resolution approving the Cooperation Agreement by and between the Community Development Authority of the City of West Allis and the City of West Allis for Tax Incremental District Eleven - 84th & Greenfield Redevelopment Area.

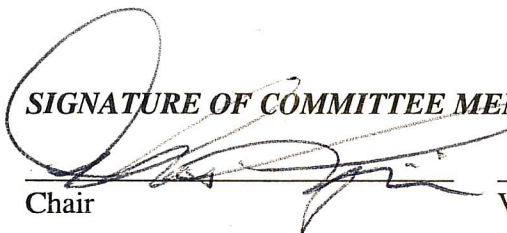
**Introduced:** 12/15/2009

**Controlling Body:** Safety & Development Committee

**Sponsor(s):** Safety & Development Committee

**COMMITTEE RECOMMENDATION** Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>12/15/09</u>			Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
			Vitale	✓			
		Weigel					
			<b>TOTAL</b>	<u>5</u>	<u>0</u>		

**SIGNATURE OF COMMITTEE MEMBER**  
  
 Chair      Vice-Chair      Member

**COMMON COUNCIL ACTION** Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>12-15-09</u>			Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			<del>Roadt</del>			✓	
			Sengstock	✓			
			Vitale	✓			
		Weigel	✓				
			<b>TOTAL</b>	<u>9</u>	<u>1</u>		



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2009-0271**

**Final Action:**  
DEC 15 2009

**Sponsor(s):** Safety & Development Committee

Resolution approving the Cooperation Agreement by and between the Community Development Authority of the City of West Allis and the City of West Allis for Tax Incremental District Eleven - 84th & Greenfield Redevelopment Area.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis are desirous of redeveloping the area generally described as 84th & Greenfield Redevelopment Area; and,

WHEREAS, the City of West Allis has created Tax Incremental District Number Eleven to pay for the costs of such improvements; and,

WHEREAS, the Community Development Authority of the City of West Allis has authorized a Seven Million Twenty One Thousand Three Hundred Seventy Two Dollars (\$7,021,372) project to be funded by revenue from property sales and borrowed funds through an obligation note in the amount of Two Million Three Hundred Sixty One Thousand Five Hundred Dollars (\$2,361,500).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Cooperation Agreement for the 84th & Greenfield Redevelopment Area project by and between the City of West Allis and the Community Development Authority of the City of West Allis, a copy of which Agreement is attached hereto and made a part hereof, be, and the same 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 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 and directed to execute and deliver the aforesaid Agreement on behalf of the City.

cc: Department of Development

DEV-R-580-12-15-09

ADOPTED DEC 15 2009  
Paul M. Ziehler  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 12/21/09  
Dan Devine  
Dan Devine, Mayor

**COOPERATION AGREEMENT  
TAX INCREMENTAL DISTRICT (TID) NUMBER ELEVEN**

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_ day of December 2009, 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 Eleven 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 Eleven 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. 775, adopted July 29, 2008, and the City authorized execution hereof by Resolution No. R-2009-0203, adopted December 16, 2008 and by Resolution No. R-2009-0271 hereby authorize the execution of said Cooperation Agreement for Tax Incremental District Number Eleven; 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 is estimated at \$7,021,372, however after prospective land sale revenues and grant assistance, the net balance required for funding the Project's activities and necessary administrative costs, including staff and legal costs, are estimated at \$2,361,500; and,

**WHEREAS**, the Project outline in the attached Tax Increment Financing Project plan is

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-2009-0271. 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 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 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:

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WEST ALLIS**

By: *Dan Devine* (SEAL)  
Dan Devine, Mayor

Attest:

*Paul M. Ziehler* (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  
December 2009

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

COMPTROLLER'S CERTIFICATE

Countersigned this \_\_\_\_ day of December 2009  
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  
Manager Finance/Comptroller

**COOPERATION AGREEMENT  
TAX INCREMENTAL DISTRICT (TID) NUMBER ELEVEN**

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this 12 day of ~~December~~ <sup>January</sup> 2009, 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 Eleven 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 Eleven Project Plan, which is attached as Exhibit "A" and made a part hereof; and,

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**WHEREAS**, the Project cost is estimated at \$7,021,372, however after prospective land sale revenues and grant assistance, the net balance required for funding the Project's activities and necessary administrative costs, including staff and legal costs, are estimated at \$2,361,500; and,

**WHEREAS**, the Project outline 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 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 Two Million Three Hundred Sixty One Thousand Five Hundred Dollars (\$2,361,500) 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 Eleven 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 Authority's acquisition and redevelopment of the former Mykonos, Milwaukee Gray Iron and various residential properties 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.

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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.

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In the Presence of:




**CITY OF WEST ALLIS**

By:  (SEAL)  
Dan Devine, 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:

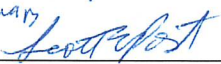


 (SEAL)  
John F. Stibal, Executive Director

COMPTROLLER'S CERTIFICATE

Countersigned this 12 day of December 2009  
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 12 day  
December 2009

  
Scott E. Post  
City Attorney

  
Gary Schmid  
Manager Finance/Comptroller