

COOPERATION AGREEMENT

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this ____ day of _____, 2015, by and between the CITY OF WEST ALLIS, a municipal corporation (the "City") and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS (the "Authority), a public body, corporate and politic, created and existing under the laws of the State of Wisconsin;

WHEREAS, the Building Inspections and Neighborhood Services ("BINS") Department Director has obtained the proper court-ordered raze/repair orders for various properties around the City and has identified various other properties that are recommended for court-ordered raze/repair orders (the "Properties"), to eliminate blighting and unsafe environments that the Properties present as determined by the Mayor, with input from the Common Council; and,

WHEREAS, the Common Council of the City of West Allis (the "Common Council") is using the term "Zombie Properties" as a general expression to define properties where a mortgage servicer files a foreclosure and then does not complete the process, properties that have been abandoned by the owners and no foreclosure has been filed for, properties creating a blighting influence, and/or properties that are on BINS' nuisance and abandoned list; and,

WHEREAS, it is necessary to enter into a professional consulting services contract for the preparation of plans and specifications in order to bid out the demolition of the various Zombie Properties, and a demolition contract for the demolition work that would be required per court-ordered raze/repair orders; and,

WHEREAS, the Common Council controls various funding sources that would be eligible to fund all demolition-related expenses for said Properties, a copy of which is attached hereto and made a part hereof (Exhibit 2: "Zombie Property Funding Sources"); and,

WHEREAS, through this Cooperation Agreement, the Common Council hereby authorizes and directs the Community Development Authority of the City of West Allis (the "Authority") to administer and manage said funding sources and demolition-related projects of Zombie Properties in order to carry out court-ordered raze/repair orders for said Properties; and,

WHEREAS, the Common Council hereby allocates \$100,000 of general city contingency funds, \$100,000 from the Reserve for Zombie Property Fund, \$100,000 from Community & Economic Development

Investment Fund, \$90,000 from Ren Faire III Interest, and \$100,000 from Reserve for Public Access/Green/Rehab Fund, to support Zombie Property-related activities; and,

WHEREAS, the Common Council hereby authorizes the Authority to make final determination when allocating funding sources for demolition-related expenses for each Zombie Property, as appropriate.

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

1. Project Definition. The Authority agrees to complete all court-ordered raze/repair orders for said Properties on behalf of the City.
2. Establishment of Funds. The City will provide to the Authority access to funds necessary to complete demolition-related projects of various nuisance and abandoned properties in order to carry out court-ordered raze/repair orders for said Properties. The Authority shall draw from said deposit funds as necessary to pay for demolition-related expenses of said Properties.
3. 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 demolition-related projects of various nuisance and abandoned properties in order to carry out court-ordered raze/repair orders for said Properties, 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.
4. Project Management. The Department of Development, in cooperation with the Building Inspections and Neighborhood Services Department, shall assign sufficient personnel to implement and complete court-ordered raze/repair orders for various nuisance and abandoned properties.
5. Compliance with Laws. The Authority agrees to comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to court-ordered raze/repair order projects and any funding provided therefore.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the City and the Authority have caused the Cooperation 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)
Rebecca N. Grill
City Administrative Officer

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
_____ 2015

COMPTROLLER'S CERTIFICATE

Countersigned this ____ day of _____, 2015
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.

Scott Post, City Attorney

Mark D. Wyss, Chief Financial Officer-
Director Finance/Comptroller/Treasurer