

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1484
DATE ADOPTED: August 20, 2024

Resolution to approve a revised Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) owns the property at 66** W. Mitchell St. and the property is part of “The Market” redevelopment area within the Six Point Farmer Market Area; and,

WHEREAS, the property at 66** W. Mitchell St. has an Easement through the site for ingress and egress; and,

WHEREAS, the Easement on the Authority Property permits the abutting property owner, Mark Higgins, owner of 6620 W. Mitchell St., access to their property at 6620 W. Mitchell St., West Allis, WI 53214; and,

WHEREAS, both the Authority and Mark Higgins negotiated a Purchase and Sale Agreement and the Authority approved it via Resolution 1440 on March 14, 2023;

WHEREAS, Mark Higgins ran into unexpected underground infrastructure costs and has requested that the previously agreed up \$16,800 purchase price be changed to \$1;

WHEREAS, the revised Purchase and Sale Agreement is hereby attached that will include the termination of the Easement, the transfer of approximately 2,808 square feet of land, provide for a curb cut and driveway apron, etc.

WHEREAS, the Executive Director recommends approval of the Purchase and Sale Agreement.

NOW THEREFORE BE IT RESOLVED by the Community Development Authority of the City of West Allis that it hereby approves the revised Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.

BE IT FURTHER RESOLVED that Authority hereby agrees to the terms and conditions outlined in the hereby attached Purchase and Sale Agreement as follows:

1. **Sale of Land.** The CDA shall convey a portion of the CDA Property to Higgins consisting of approximately 2,808 square feet of land as identified on **Exhibit A.**

2. **Purchase Price.** Higgins shall pay \$1 to the CDA.

3. **Obligations of the CDA:**

- *Curb Cut and Driveway.* The CDA shall construct, at its cost, a new curb cut and 30-foot-wide driveway apron connecting the driveway to West Mitchell Street in accordance

with the design provided by Higgins (“**Exhibit B**”).

- *Incurred Costs*. The CDA shall be responsible for incurred costs for the conveyed CDA Property relative to grading, environmental, and stormwater plans (estimated at \$21,308) that are payable to the Mandal Group.

BE IT FURTHER RESOLVED, that the Authority’s obligations are funded with funds under Tax Increment District #15,

BE ITF 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 Real Estate Sales Contract and any limitation, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements,

pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements, and financing statements, attachments, exhibits, addendums, amendments and/or any other documents 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 Executive Director, or his designee, be and is hereby directed to sign, execute, and complete the obligations under the Agreement.

Approved: _____
Patrick Schloss, Executive Director
Community Development
Authority