

22.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2009-0161	Resolution	Introduced
	Resolution authorizing the Director of Development to obtain appraisals relative to the properties located at the former Milwaukee Gray Iron and former Mykonos Restaurant sites.	
	Introduced: 7/7/2009	Controlling Body: Safety & Development Committee
	Sponsor(s): Safety & Development Committee	

COMMITTEE RECOMMENDATION

Approve

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>7/7/09</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Czaplewski				
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Narlock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt				
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock				
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Weigel				
			TOTAL	<u>4</u>	<u>0</u>		<u>1</u>

SIGNATURE OF COMMITTEE MEMBER


 Chair _____ Vice-Chair _____ Member _____

COMMON COUNCIL ACTION

adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>7-7-09</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Czaplewski	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Kopplin	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Lajsic	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Narlock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Reinke	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Roadt	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Sengstock	<input checked="" type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	Vitale <i>xc</i>				<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	Weigel	<input checked="" type="checkbox"/>			
			TOTAL	<u>9</u>	<u>1</u>		<u>1</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2009-0161

Final Action:

JUL 07 2009

Sponsor(s): Safety & Development Committee

Resolution authorizing the Director of Development to obtain appraisals relative to the properties located at the former Milwaukee Gray Iron and former Mykonos Restaurant sites.

WHEREAS, the Common Council of the City of West Allis needs to have additional financial consultation relative to the valuation for the properties located at 1501, 1502, 15** S. 83 St., 8220R W. Orchard St., and 8201 W. Greenfield Ave. The valuation and review will be conducted to provide a value basis relating to the consideration of acquisition; and,

WHEREAS, the Director of Development must be authorized to receive proposals from appraisal firms; and,


WHEREAS, the Director of Development and the City Attorney will review the proposals and estimates.

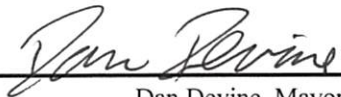
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Director of Development is authorized to seek appraisal proposals.
2. That the Director of Development is hereby authorized and directed to execute and deliver the aforesaid contract on behalf of the City, subject to the approval of the City Attorney.
3. 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 contract, 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
3. Funds for the appraisals will be appropriated from the Community Development Block Grant EAP Program to pay the liability that will accrue under the contract.

cc: Department of Development
City Attorney

DEV-R-556-7-7-09

ADOPTED JUL 07 2009

Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 7/15/09

Dan Devine, Mayor

CONTRACT FOR APPRAISAL SERVICES

THIS CONTRACT is made and entered into by and between The Department of Development of the City of West Allis (hereinafter called the "DEPARTMENT"), whose address is 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, and Lauenstein & Associates Commercial Real Estate Appraisers (hereinafter called the "Appraiser"), whose address is 6373 North Jean Nicolet Road, Suite 100, Milwaukee, Wisconsin 53217. If "Appraiser" is a partnership or firm, the designated individual rendering the services shall be Stephen C. Lauenstein, MAI, and the term "Appraiser" shall also apply to him/her whenever these contract provisions are applicable to individual services.

WHEREAS, the DEPARTMENT desires to determine the present fair market value of certain real property or rights or interests therein to be acquired for redevelopment, in connection with the following described properties:

Property: Parcel 1 – 8201 W. Greenfield Ave Tax Key #475-0004-005

Parcel 2 – 15** S. 83 St.; 1502 S. 83 St.; 1501 S. 83 St & 8220R W. Orchard St. Tax Key #'s 452-0415-000; 452-0417-001; 452-0419-002 respectively.

WHEREAS, the Appraiser represents qualification by training and experience and is able to prepare and furnish to the DEPARTMENT the desired Appraisal Reports in order to assist the DEPARTMENT in determining present fair market value.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. In return for a fee of \$3,600 each or \$7,200 total, the Appraiser will furnish to the DEPARTMENT complete and fully documented full summary narrative appraisals to determine the fair market value for the two (2) Parcels referenced above, on or before August 31 2009. In addition the Appraiser will verbally provide the DEPARTMENT with the market value of the above referenced parcels no later than 4:00 PM CDT on August 24, 2009. Each property will be valued with an extraordinary assumption that the properties never flooded.

B. The Appraiser shall supply opinions and conclusions and shall use proper appraisal techniques, methods, and analyses applicable, agrees to prepare the Appraisal in the approved format to be provided by the DEPARTMENT, as such forms are applicable, and in accordance with all USPAP and Department of Regulations and Licensing, Real Estate Appraiser Code Book with state rules governing in cases of conflict and instructions provided.

C. The DEPARTMENT shall furnish the Appraiser with parcel numbers, legal descriptions and names of record owners, sufficient to identify the property and define the appraisal assignment. The Appraiser will, however, assume responsibility for the completeness, accuracy or applicability of appraisal-type information, sales, or other data given to the Appraiser from whatever source. The Appraiser, by this date, to be defined in accordance with attached Exhibit, will begin to fully complete the assigned Appraisals and deliver for review and acceptance to the DEPARTMENT at its Real Estate Office, second floor, City Hall, the Appraisal Reports on each parcel, prepared in full narrative format by this date, to be defined at signing of contract, time being of the essence, it being understood and agreed that in the event the Appraiser shall fail to do so, the DEPARTMENT shall consider the services of the said Appraiser terminated and the DEPARTMENT shall not be liable to payment for the Appraisals submitted after the aforesaid dates. Any extension of time must be expressly granted in writing by the DEPARTMENT. The DEPARTMENT reserves the right to retain ten (10) percent of the Appraiser's fee pending review and acceptance of the Appraisal Reports. Non-acceptance of any Appraisal Reports must be in writing mailed to the principal office of the Appraiser specifically delineating any departure from legal instructions, errors, or omissions

needing apparent or actual inclusion, clarification or correction. If such written memorandum is not mailed within ten (10) days of the delivery of the Appraisal Reports as above specified, Reports shall be deemed accepted for the purpose of fees only and shall not release or otherwise affect other provisions of this Contract. The DEPARTMENT may not, however, exercise a right to retain any portion of the Appraiser's fee for matters only involving differences of professional Appraiser's opinion. Any matters not remedied promptly after proper notice is given, unless the time to comply is specifically extended, shall constitute a material breach of this Contract.

D. The Appraiser's estimate of the various appraisal values will take into consideration all state and local regulations, codes, laws and other rules applicable thereto.

E. The Appraiser will make a personal inspection of the parcels to be appraised and will prepare the Appraisals independent of any other Appraiser employed by the DEPARTMENT. The Appraiser agrees not to discuss, negotiate or convey information used in connection with any Appraisals to any person or entity, except that the Appraiser may discuss or convey information to the property owner in a manner necessary for the sole purpose of gaining admittance for the inspection of the premises. The Appraiser will not, except on proper order of the courts, furnish to any other person or agency any copy of the Appraisal Reports or information contained therein. The Appraisal Reports prepared for and furnished to the DEPARTMENT are confidential, and a breach of such confidence by the Appraiser shall be considered a material breach of this Contract. The Appraiser may submit mandatory reports or information to institutes, societies or other organizations only after the completion of all pending litigation and with the advance approval of the DEPARTMENT.

F. Each party hereto will furnish any available information in its possession to the other upon request, if in the opinion of either party such information will be helpful in accomplishing the purpose of this Contract.

G. The Appraisal Reports furnished to the DEPARTMENT will be reviewed by the DEPARTMENT to determine that the Appraisal Reports are acceptable. The DEPARTMENT may require correction of mechanical errors or that additional information or documentation be submitted at a reasonable time after delivery without the incurring of extra cost to the DEPARTMENT.

H. Should the DEPARTMENT require and request the attendance of the Appraiser at conferences, or court for testimony, to discuss aspects of the Appraisal Report, additional compensation shall be paid for such time spent in court or in conference at the rate of \$250.00 per hour. In the event a revision of the Appraisals is necessary through the Appraiser's error or oversight, such revisions or corrections shall be made as part of the fee as established herein. However, if the reviewing agency requires additional work on the part of the Appraiser through no fault of the Appraiser, he shall be paid at the rate established in this paragraph.

I. It is agreed that the Appraisals submitted under this Contract shall become the sole property of the DEPARTMENT; it being a condition, however, that the use of part of any Appraisal Reports without consideration of the whole is strictly prohibited and, when used in this manner, is null and void and of no effect. It is agreed that the DEPARTMENT is free to show the Appraisal Reports to the owner or party of interest.

J. The DEPARTMENT will reimburse the Appraiser for services performed under this Contract on the basis of the provisions set forth herein, after the presentation by the Appraiser three (3) copies of a reasonable detailed statement.

K. It is agreed that no additional fees shall be allowed the Appraiser for assistance by, or services of, supporting appraisers, except by express prior permission in writing by the DEPARTMENT; nor

shall any of the work performed pursuant to this Contract be sublet, transferred or assigned, except as may be specifically provided herein.

L. It is understood and agreed that the appraised value set forth by the Appraiser in his Appraisals may be subsequently affected by laws, regulations or economic conditions and that the Appraisals are valid only for a reasonable time after submitted.

M. The DEPARTMENT shall have the right of cancellation or reduction of services under the terms of this Agreement in the event the progress or quality of work is unsatisfactory, or in the event of changes in DEPARTMENT plans which obviate the necessity for such Appraisals, by giving notice by mail to the Appraiser herein and shall be liable for services furnished only to the date of the receipt of such notice by the Appraiser. In this event, partially completed work shall become the sole property of the DEPARTMENT. This Contract may be increased, and the fees payable for such increases shall be mutually agreed in writing.

N. Should any dispute arise as to a question of fact in connection with the work contemplated under this Contract, which may not be covered by the Contract, or, shall any other matter arise not clearly covered by this Contract, the Appraiser shall immediately notify the DEPARTMENT in writing before proceeding with work under the Contract. The DEPARTMENT shall thereupon make an investigation and, if it finds that such fact materially affects the Contract, a Supplement to the Contract shall be made covering the item. Upon failure of agreement on such disputed fact, the Reports affected shall be excluded from the work covered by the Contract.

O. The Appraiser agrees to indemnify and save harmless the DEPARTMENT, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Appraiser in the performance of this Contract. It is expressly understood that the Appraiser is an independent contractor and is subject to all statutes and laws relating to independent contractors, and in no event will the Appraiser be considered as an employee of the DEPARTMENT or any of its agencies.

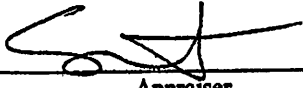
P. The Appraiser warrants there is not nor has any employee, directly or indirectly, any financial or personal interest in or to any tract, piece or parcel of land included within the limits of said project except as specifically set forth in writing under separate cover and attached hereto; nor is there, directly or indirectly financial or personal interest, other than this employment or retention by the DEPARTMENT, in any contract or subcontract in connection with this project. Should either the Appraiser or any employee prior to the completion of the above-mentioned appraisal services acquire any interest in properties within the project or in any contract or subcontract in connection with such project, the DEPARTMENT shall be immediately notified of such interest. The Appraiser also warrants that no one has been employed or has any company or person been retained other than a bona fide employee working solely for the Appraiser to solicit or secure this agreement, and that there has not been payment paid or is there any agreement to pay to any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

Q. For breach of any provision contained herein, the DEPARTMENT shall have the right to annul this Contract without liability and the said DEPARTMENT shall thereupon pay only such consideration it deems to have accrued. The DEPARTMENT shall be sole judge as to whether the services performed under this Contract are in accordance with the terms and conditions as stated herein, and the DEPARTMENT shall be the sole judge of the percentage of work which has not been completed because of (a) Contract cancellation, (b) reduction of services under the terms of the Contract, (c) termination of Contract because of unsatisfactory progress or quality, (d) changes in plans of the DEPARTMENT which

obviate the necessity for the appraisals, or (e) for any of the terms and conditions as stated herein or as stated in any Supplement to Contract pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the dates as shown.

**LAUENSTEIN & ASSOCIATES COMMERCIAL
REAL ESTATE APPRAISERS**

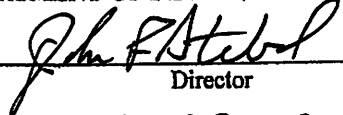


Appraiser
7-23-09

Date

APPROVED BY:

**THE CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT**



Director
7-23-09

Date

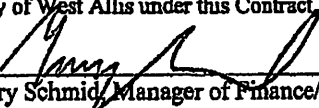
Approved as to form this 22 day
of July 2009.



Scott E. Post, City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 23 day of July, 2009
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the Department of Development,
City of West Allis under this Contract



Gary Schmid, Manager of Finance/Comptroller

Q:\contract\appraisal contract\84th&Greenfield-final

EXHIBIT
Lauenstein & Associates
Commercial Real Estate Appraisers

Stephen C. Lauenstein, MAI, WCGA #146
William J. Druck, WCRA #223
Donald Chudnow, SRA, WCRA #126

6373 North Jean Nicolet Road, Suite 100
Milwaukee, Wisconsin 53217
(414) 732-2880 Office
(414) 732-2890 Fax

Fax 414-302-8444

July 8, 2009

Mr. Del Dettmann, Real Estate Agent
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

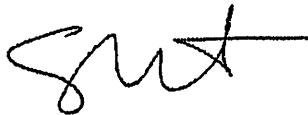
Dear Mr. Dettmann:

As discussed, we propose preparing appraisals for the two properties, known as Parcel 1 located at 8201 West Greenfield Avenue and Parcel 2 located at 15***, 1501 and 1502 South 83rd Street and 8220R West Orchard Avenue, West Allis, Wisconsin. A verbal value will be provided by August 24, 2009, and the completed reports will be delivered by August 31, 2009, provided the authorization to proceed is provided by July 20, 2009. The fee for the reports will not exceed \$3,600 each or \$7,200 total. This fee covers the preparation and delivery of the appraisals. Payment will be due upon delivery of the reports. Any further research, preparation, or testimony will be billed at \$250.00 per hour per appraiser portal to portal.

The reports will be in summary narrative format. They will conform to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, as interpreted by the appraisers.

I hope you find this satisfactory. If so, please sign below and return via U.S. mail or fax to (414) 732-2890 for our files. *Please include any pertinent data you may have regarding these properties, including contact information.* Thank you for your time and consideration. We look forward to serving you. If you have any questions, please contact us at (414) 732-2880.

Sincerely,



Stephen C. Lauenstein, MAI
Wisconsin Certified General Appraiser #146

SCL/sec

Authority Signature

Date