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# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2010-0125 Resolution Introduced

Resolution approving an Amendment to the Development Agreement by and between the Community Development Authority of the City of West Allis and Six Points East, LLC.

Introduced: 5/18/2010

Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

### COMMITTEE RECOMMENDATION

ADAPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>5/18/10</u>	✓		Barczak				
			Czaplewski				
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Roadt				
			Sengstock				
			Vitale	✓			
			Weigel				
			TOTAL	<u>5</u>	<u>0</u>		

### SIGNATURE OF COMMITTEE MEMBER

Chair \_\_\_\_\_ Vice-Chair \_\_\_\_\_ Member \_\_\_\_\_

### COMMON COUNCIL ACTION

~~Adapt~~ Adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>5-18-10</u>	✓		Barczak	✓			
			Czaplewski	✓			
			Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock				✓
		✓	Vitale	✓			
			Weigel	✓			
			TOTAL	<u>9</u>	<u>—</u>		<u>1</u>



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2010-0125**

**Final Action:**

MAY 18 2010

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

Resolution approving an Amendment to the Development Agreement by and between the Community Development Authority of the City of West Allis and Six Points East, LLC.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") entered into a Development Agreement (the "Agreement") with West Allis Development, LLC, dated September 5, 2006, for the development of a 42-unit condominium building with 22,000 square feet of commercial space on the first floor, located on the north side of W. Greenfield Ave. between S. 63 St. and S. 64 St. (the "Property"); and,

WHEREAS, the Property, which was near construction completion, was foreclosed upon in March 2010 and was subsequently acquired at Sheriff's Sale by Six Points East, LLC (the "Developer"); and,

WHEREAS, the Authority, on January 12, 2010, in closed session, by consensus, approved the concept of entering into an amended Development Agreement between the Community Development Authority of the City of West Allis and Six Points East, LLC; and,

WHEREAS, the Common Council, on February 2, 2010, by Resolution No. R-2010-0030, authorized the Authority to execute an amended Agreement between Six Points East, LLC, said amendment herein incorporated by this reference; and,

WHEREAS, when the Developer acquired the Property at Sheriff's Sale, the construction was nearly completed with various modifications than what had been agreed upon in the Development Agreement between the Authority and West Allis Development, LLC, dated September 5, 2006; and,

WHEREAS, the Agreement stated 42 condominium units would be provided, and the Developer is providing 41 units, converting one (1) unit to a community/fitness room; and,

WHEREAS, the Agreement stated 22,000 square feet of commercial space would be constructed, and approximately 20,076 square feet were actually constructed; and,

WHEREAS, the Agreement stated 88 underground parking spaces and 34 surface spaces would be provided on site, and 80 underground spaces and 32 surface spaces were actually constructed; and,

WHEREAS, the Authority, on May 11, 2010 by Resolution No. 804, approved a second

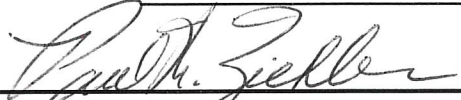
Amendment to the Development Agreement between the Authority and West Allis Development, LLC, dated September 5, 2006, with the aforementioned unit and parking modifications.

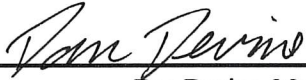
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, be and hereby authorizes and directs the Director of Development to execute and deliver an Amendment to the Development Agreement by and between the Community Development Authority of the City of West Allis and West Allis Development, LLC d/b/a Six Points East, LLC for modifications to the number of condominium units (41 to be provided), first floor commercial space (approximately 20,076 square feet) and provided parking spaces (80 underground and 32 surface spaces), located on the north side of W. Greenfield Ave. between S. 63 St. and S. 64 St. (copies of amended documents hereby attached to and made a part of this resolution).

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Application and 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.

Cc: Department of Development

DEV-R-590-5-10-10

ADOPTED                     MAY 18 2010                      
  
\_\_\_\_\_  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED                     5/21/10                      
  
\_\_\_\_\_  
Dan Devine, Mayor



## AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment is made and entered into as of the \_\_\_\_\_ day of April, 2010 by and between the Community Development Authority of the City of West Allis (the "CDA"), a Wisconsin municipal corporation, and Six Points East LLC ("Six Points East"), a Wisconsin limited liability company.

### RECITALS:

- A. On September 5, 2006 the CDA entered in a Development Agreement with West Allis Development, LLC pertaining to the construction of a mixed use building containing residential condominium units and commercial space (the Project") located along the north side of West Greenfield Avenue between 63rd and 64th Streets, West Allis, Wisconsin (herein the "Property");
- B. Six Points East subsequently acquired the Property at a foreclosure sale, has completed the construction of the Project (except for the build-out of the first floor commercial space) and is in the process of selling the Project's residential condominium units; and
- C. Certain features of the Project deviate from the previously approved Development Agreement, and the parties wish by this Amendment to acknowledge such deviations and approve same.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration receipt of which is hereby acknowledged, it is agreed as follows:

1. Number of Units. The Development Agreement specified (in sec. 3D(1)) "approximately 42 residential condominium units." As built, the residential portion of the Project consists of 41 residential condominium units, with the space for the other anticipated unit having been converted into a community/fitness room to provide amenities expected by owners in a modern multi-unit residential building and thereby increase the marketability of the other units. This change is accepted by the CDA and the Development Agreement is deemed amended accordingly.

2. Commercial Space. The Development Agreement specified (in sec. 3D(1)) "approximately 22,000 square feet (gross floor area) of commercial space." The first floor commercial space as constructed consists of approximately 20,076 square feet of commercial space. Having acquired the Project after it was substantially completed, Six Points East does not know the reason for this deviation. This change is accepted by the CDA and the Development Agreement is deemed amended accordingly.

3. Parking Spaces. The Development Agreement specified (in sec. 3D(1)) "approximately 88 underground parking spaces and approximately 34 surface parking spaces." These numbers were specified as minimums in section 8 of the Development Agreement. The parking areas of the Project as constructed provided sufficient room for only 80 underground spaces and 32 exterior spaces (including two handicapped spaces) to be laid out and striped. This change is accepted by the CDA and the Development Agreement is deemed amended accordingly.

4. Each of the undersigned executing this Agreement on behalf of an entity warrants and represents that said signator has the full authority to execute the Agreement and that any necessary resolutions or approvals in that regard have been obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Community Development Authority  
of the City of West Allis**

**Six Points East LLC**

By: \_\_\_\_\_  
John F. Stibal, Executive Director

By: \_\_\_\_\_  
Michael H. Dilworth, Sole Member

## AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment is made and entered into as of the 24 day of <sup>MAY</sup> April, 2010 by and between the Community Development Authority of the City of West Allis (the "CDA"), a Wisconsin municipal corporation, and Six Points East LLC ("Six Points East"), a Wisconsin limited liability company.

### RECITALS:

A. On September 5, 2006 the CDA entered in a Development Agreement with West Allis Development, LLC pertaining to the construction of a mixed use building containing residential condominium units and commercial space (the "Project") located along the north side of West Greenfield Avenue between 63rd and 64th Streets, West Allis, Wisconsin (herein the "Property");

B. Six Points East subsequently acquired the Property at a foreclosure sale, has completed the construction of the Project (except for the build-out of the first floor commercial space) and is in the process of selling the Project's residential condominium units; and


C. Certain features of the Project deviate from the previously approved Development Agreement, and the parties wish by this Amendment to acknowledge such deviations and approve same.

### AGREEMENT

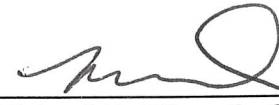
NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration receipt of which is hereby acknowledged, it is agreed as follows:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Community Development Authority  
of the City of West Allis**

By:   
John F. Stibal, Executive Director

**Six Points East LLC**

By:   
Michael H. Dilworth, Sole Member