

34.  
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# City of West Allis

## Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

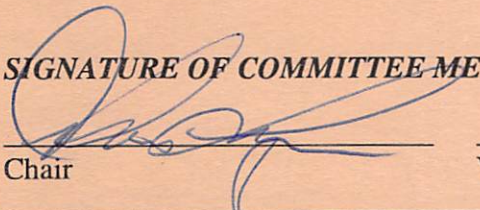
File Number	Title	Status
R-2008-0265	Resolution	In Committee
	Resolution approving the Cooperation Agreement by and between the Community Development Authority and the City of West Allis for Tax Incremental District Number Ten - Yellow Freight Redevelopment Project.	
	Introduced: 12/16/2008	Controlling Body: Safety & Development Committee
		Sponsor(s): Safety & Development Committee

### COMMITTEE RECOMMENDATION

*Adopt*

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>9/1/09</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

*adopt*

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



Dev.  
Gary Schmid - scanned

## STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

### ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin  
Vice-Chair: Vincent Vitale  
Thomas G. Lajsic  
Richard F. Narlock  
Rosalie L. Reinke

### PUBLIC WORKS

Chair: Gary T. Barczak  
Vice-Chair: Martin J. Weigel  
Michael J. Czaplewski  
Daniel J. Roadt  
James W. Sengstock

### SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic  
Vice-Chair: Richard F. Narlock  
Kurt E. Kopplin  
Rosalie L. Reinke  
Vincent Vitale

### LICENSE & HEALTH

Chair: Michael J. Czaplewski  
Vice-Chair: James W. Sengstock  
Gary T. Barczak  
Daniel J. Roadt  
Martin J. Weigel

### ADVISORY

Chair: Rosalie L. Reinke  
Vice-Chair: Daniel J. Roadt  
Kurt E. Kopplin  
Richard F. Narlock  
Vincent Vitale



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number: R-2008-0265**

**Final Action:**

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

**SEP - 1 2009**

Resolution approving the Cooperation Agreement by and between the Community Development Authority and the City of West Allis for Tax Incremental District Number Ten - Yellow Freight Redevelopment Project.

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 Yellow Freight Redevelopment Project; and,

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

WHEREAS, the Community Development Authority of the City of West Allis has authorized a Three Million Two Hundred Thirty Five Thousand Dollars (\$3,235,000) project to be funded by revenue from property sales and borrowed funds through an obligation note in the amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000).

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Cooperation Agreement for the Yellow Freight Redevelopment 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.

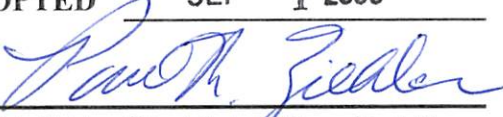
BE IT FURTHER RESOLVED by the Common Council of the City of West Allis that the Community Development Authority of the City of West Allis is hereby authorized to proceed with making an Offer to Purchase the property at 11528 W. Rogers St. and 11406 W. Rogers St., also known as the Yellow Freight site.

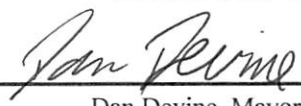
BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper 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-533-12-16-08

ADOPTED SEP - 1 2009  
  
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED 9/4/09  
  
Dan Devine, Mayor

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

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_ day of December 2008, 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 Ten 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 Ten 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. 734, adopted July 29, 2008, and the City authorized execution hereof by Resolution No. R-2008-0265 , adopted December 16, 2008; 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 \$3,750,000, however after prospective land sale revenues and possible grant assistance, the net balance required for funding the Project's activities and necessary administrative costs, including staff and legal costs, are estimated at \$1,750,000; 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 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 One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) for the redevelopment of the Project Area including deferred payment loans, acquisition of the Property and to pay for site improvements, administration, and other costs attendant to the Project, as generally specified in Tax Incremental District Number Ten 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 Yellow Freight property and other costs associated with the Authority's ownership as defined by the City Comptroller. The requisitioned funds shall be placed in a separate bank account by the Authority and shall not be commingled with other funds of the Authority. 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., and the Common council approval Resolution No. R-2008-0265. Both the City and Authority shall take all actions necessary to insure that the funds loaned 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 bank account 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:

\_\_\_\_\_

\_\_\_\_\_

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_

Approved as to form this \_\_\_\_ day  
December 2008

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

**CITY OF WEST ALLIS**

By: \_\_\_\_\_(SEAL)  
Dan Devine, Mayor

Attest:

\_\_\_\_\_(SEAL)  
Paul M. Ziehler  
City Administrative Officer, Clerk/Treasurer

**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 \_\_\_\_ day of December 2008  
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



# City of West Allis

7525 W. Greenfield Ave.  
West Allis, WI 53214

## Resolution

**File Number:** R-2008-0265

**Final Action:**

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

**SEP - 1 2009**

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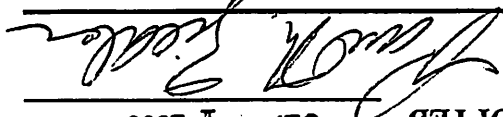
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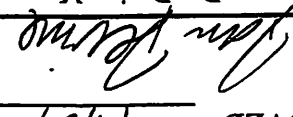
BE IT FURTHER RESOLVED that the Mayor and City Administrative Officer-Clerk/ Treasurer are hereby authorized and directed to execute and deliver the aforesaid Agreement on behalf of the City.

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



ADOPTED SEP - 1 2009

Dan Devine, Mayor



APPROVED 9/4/09

DEV-R-533-12-16-08

cc: Department of Development

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

This Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this 19 day of December 2008, 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");

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**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,

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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 One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) for the redevelopment of the Project Area including deferred payment loans, acquisition of the Property and to pay for site improvements, administration, and other costs attendant to the Project, as generally specified in Tax Incremental District Number Ten 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 Yellow Freight property and other costs associated with the Authority's ownership as defined by the City Comptroller. The requisitioned funds shall be placed in a separate bank account by the Authority and shall not be commingled with other funds of the Authority. 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

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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:

Janette Wardeniski

Janette Wardeniski

In the Presence of:

Daniel Spitzer

Daniel Spitzer

Approved as to form this 27 day  
December 2008 July 2010.

Scott E. Post  
Scott E. Post  
City Attorney

**CITY OF WEST ALLIS**

By: Dan Devine (SEAL)  
Dan Devine, Mayor

Attest: Paul M. Ziehler (SEAL)  
Paul M. Ziehler  
City Administrative Officer, Clerk/Treasurer

**COMMUNITY DEVELOPMENT  
AUTHORITY OF THE CITY OF  
WEST ALLIS**

By: Gerald Matter (SEAL)  
Gerald Matter, Chairman

Attest: John F. Stibal (SEAL)  
John F. Stibal, Executive Director

**COMPTROLLER'S CERTIFICATE**  
Countersigned this 10 day of August ~~December~~ 2010  
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  
Gary Schmid  
Manager Finance/Comptroller