



City of West Allis

Meeting Agenda

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, July 11, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [23-0438](#) June 5, 2023

Attachments: [June 5, 2023](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0443](#) Resolution to approve a professional engineering/design services contract with Ayres and Associates for the design of a parking lot at 66** W. Mitchell St. in the amount of \$50,000.

Attachments: [Ayres Scope of Service](#)

[CDA Res. No. 1457 - Ayers - 66** W Mitchell St \(7.11.23\)](#)

3. [23-0444](#) Resolution to approve a professional services contract for financial/real estate consulting services contract with Baker Tilly in an amount not to exceed \$25,000.

Attachments: [CDA Res. No.1458 - Baker Tilly Contract \(7.11.23\)](#)

4. [23-0445](#) Resolution to approve an Estoppel Certificate and Agreement relative to Development Finance Agreement between the Community Development Authority of the City of West Allis and SoNa Loft LLC.

Attachments: [SoNa Lofts - Certificate of Completion](#)

[SoNa Lofts - TIF Estoppel Certificate \(Authority\)](#)

[CDA Res. No.1459 - Estoppel Cert & Agreement \(7-11-23\)](#)

5. [23-0446](#) Discussion on the Development Agreement by and between Community Development Authority of the City of West Allis and Baum Revision for the redevelopment of 6771 W. National Ave.

- 6. [23-0447](#) Discussion on the Development Agreement by and between the Community Development Authority of the City of West Allis and Three Leaf Partners for the redevelopment.
- 7. [23-0448](#) Discussion on the redevelopment of 92nd and Greenfield Avenue (Former St. Als Church and School)
- 8. [23-0449](#) Discussion on the status of the Allis-Yards Redevelopment Area.
- 9. [23-0450](#) Discussion on the Request for Proposals for the former Longfellow School located at 2211 S. 60th St.

For agenda items, 4-6, the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(e) of the state statutes for the purpose of deliberating the investing of public funds whenever competitive or bargaining reasons require a closed session. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda.

E. ADJOURNMENT



All meetings of the Community Development Authority are public meetings. In order for the general public to make comments at the committee meetings, the individual(s) must be scheduled (as an appearance) with the chair of the committee or the appropriate staff contact; otherwise, the meeting of the committee is a working session for the committee itself, and discussion by those in attendance is limited to committee members, the mayor, other alderpersons, staff and others that may be a party to the matter being discussed.

NOTICE OF POSSIBLE QUORUM

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

NON-DISCRIMINATION STATEMENT

The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

AMERICANS WITH DISABILITIES ACT NOTICE

Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.

LIMITED ENGLISH PROFICIENCY STATEMENT

It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.



City of West Allis

Meeting Minutes

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, May 9, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 7 - Mr. Wayne Clark, Mr. Donald Nehmer, Ald. Kevin Haass, Ald. Martin J. Weigel, Mr. Gerald C. Matter, Mr. Patrick Schloss, and Michael Suter
Excused 1 - Ms. Karin M. Gale

Others Attending

Ald. Lajsic
Bob Monnat, Mandel Group
Jason, Kaczmarek, Finance Director/Comptroller

Staff

Patrick Schloss, Economic Development, Executive Director
Shaun Mueller, Economic Development, Development Project Manager
Carson Coffield, Economic Development Specialist

C. APPROVAL OF MINUTES

1. [23-0321](#) April 25, 2023

Attachments: [April 25, 2023 \(draft minutes\)](#)

Ald. Haass moved to approve this matter, Ald. Weigel seconded, motion carried.

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0341](#) Resolution authorizing utility easements to AT&T for underground utilities, to be located at 6601 W. National Ave.

Attachments: [AT&T - WI Non-Exclusive & Exclusive Easement \(5-9-23\)](#)
[CDA Res. No. 1455 - Utility easement AT&T - 6601 W Nat'l Ave \(5-9-23\)](#)
[CDA Res. No. 1455 - Utility easement AT&T - 6601 W Nat'l Ave \(5-9-23\) signed](#)

Mr. Mueller presented an overview of the project.

Mr. Clark moved to approve this matter, Ald. Haass seconded, motion carried.

3. [23-0327](#) Resolution approving a Purchase and Sale Agreement and Development Agreement for the sale of land between the Community Development Authority of the City of West Allis and Makers Row QOZB, LLC

Attachments: [CDA Res. No. 1452 - Maker's Row PSA \(5-9-23\)](#)
[CDA Res. No. 1452 - Maker's Row PSA \(5-9-23\) signed](#)

Mr. Schloss presented an overview of the proposal in open session, followed by further discussion in closed session.

Mr. Monnat was given the floor and advised the committee it's time to start construction.

Ald. Weigel inquired on how much space is allocated for overflow of the Farmer's Market parking on peak days and received confirmation that there should be plenty of public parking available.

Following discussion ensued in closed session, the Authority advised to remove the donation center from Use Restrictions List that were outlined during the open session presentation.

Ald. Haass moved to approve this matter as Amended, Ald. Weigel seconded, motion carried.

4. [23-0328](#) Resolution authorizing a loan up to \$200,000 to Element 84, LLC and West Allis 84 Properties, Inc. for the buildout of commercial space at 1478-82 S. 84th St. and 8290 W. Orchard St. (Tax Key No. 452-0713-000).

Attachments: [CDA Res. No. 1453 - Element 84 Loan - \\$200,000 \(5-9-23\)](#)
[Ogden Loan Terms - draft](#)

Mr. Schloss presented an overview of the project in open session, and requested the amount be increased from \$200,000 to \$212,000.

Mr. Clark inquired as to where the additional funds or shortfall of funds would be sourced from and was advised that this would be covered by the developer.

Mr. Nehmer asked for clarification on whether the cap is \$212,000 or 75% of the project. Mr. Schloss confirmed the cap is \$212,000.

This item was held for discussion with the amendment occurring in open session.

Ald. Haass moved to approve this matter as Amended, Ald. Weigel seconded, motion carried.

5. [23-0329](#) Resolution to approve National Avenue Commercial Corridor Code Compliance Forgivable Loan for Fire Cycle Fitness LLC for the property at 1478 S. 84th St., West Allis in the amount of up to \$8,500 (Tax Key: 452-0713-000).

Attachments: [CDA Res. No. 1454 - Fire Cycle Code Compliance \(5-9-23\)](#)
[Fire Cycle Loan Agreement & Buildout Cost \(5-9-23\)](#)

Mr. Schloss requested this item be held with discussion ensuing in closed session.

This matter was Held.

6. [23-0330](#) Discussion on 6771 W. National Ave. and 67** W. Mitchell St. (Tax Key No. 453-0564-003 and Tax Key No. 454-0251-004)

Mr. Mueller provided an update on this project, advising that there has been a big development from the last meeting to this meeting is that the National Park Service has approved the single issue review for the proposed windows. This is a key element that needed to get approval on, and the developer has the agreement and continues discussion with staff. Generally the steps moving forward look positive.

Ald. Weigel questioned if there is a commitment to keep both of the spaces as "event spaces" and not have them use this area as warehousing. Mr. Mueller confirmed that this is an important component of the project and at this point this is a conceptual floor plan.

Further discussed in closed session.

This matter was Discussed.

7. [23-0331](#) Discussion relative to SONA Development within Tax Increment District Number 15.

Discussion ensued in closed session.

This matter was Discussed.

8. [23-0309](#) Consideration relative to Report on Redevelopment Initiatives:

- a. 84th & Greenfield/TIF Number Eleven
- b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
- c. The Market/TIF Number Fifteen
- d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
- e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
- f. Hwy. 100 Corridor
- g. Beloit Road Senior Housing Complex
- h. W. National Ave. Corridor
- i. Motor Castings Site – 1323 S. 65 St.
- j. 116th & Morgan Ave.
- k. 92nd St. and Greenfield Ave. - Former St. Aloysius

Mr. Schloss provided an update on the following in open session.

Item h, stating there are potentially two grocery stores tenants have expressed interested.

Item j, has received interest from a potential developer, and provided an update on where this project is in the development stage.

Item k, has no updates at this time.

Item f, provided an update on this site, and shared details on potential developments

going forward.

Item i, some discussions have happened but nothing further to report at this time.

At 6:31 p.m., a motion was made by Ald. Haass, seconded by Ald. Weigel to go into closed session to discuss items 3-7 on the agenda.

Following the discussion in closed session, the committee reconvened in open session

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Ald. Weigel, seconded by Ald. Haass to adjourn at 7:5 p.,m.



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June 7, 2023

Shaun Mueller, EDFP
Development Project Manager/Economic Development
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

Re: 6771 W. Mitchell Street Parking Lot – Civil Engineering

Dear Mr. Mueller:

Thank you for the opportunity to submit this proposal for professional services for the proposed parking lot on the approximately 1.5-acre Community Development Authority lot on W. Mitchell Street. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

It is our understanding that the Project will consist of a new parking lot on the 1.5-acre lot at 6771 W. National Avenue and landscape areas. Local stormwater management rules including MMSD Chapter 13 will be complied with. Minor landscape improvements and lighting may be requested by the City. The Consultant has relied upon the following information and assumptions in preparation of this Agreement:

- This project will require permits through the City of West Allis for site grading, utilities(abandonment), and for the Construction Storm water permit.
- It is assumed that no off-site improvements (or design) are required for utilities and/or street improvements.
- The Client, or owner, will provide the geotechnical information for the project including pavement thickness recommendations and also for use in stormwater management facilities.
- It is understood that the proposed uses are permitted. No zoning services are anticipated or provided.

Scope of Services

Task 1.0 Preliminary Services

To assist the Client with due diligence and programming for the parking lot, the Consultant will prepare the following due diligence tasks:

Task 1.1 Kickoff Meeting – The Consultant will attend one kickoff meeting with the City of West Allis to discuss the concept site plan. The intent of this meeting is to obtain further information and comments that may be important to the development of the project.

Task 2.0 Survey

The Consultant will utilize the already completed ALTA/NSPS Land Title Survey provided by the City of West Allis.

Task 3.0 Schematic Design Services

To assist the Client with schematic programming for the development, the Consultant will prepare up to two schematic level site plans to analyze alternate parking configurations.

Task 4.0 Site Plan Submittal Documents

Preliminary Engineering Drawings will be prepared to develop a higher level of exhibits for the City to understand the overall development concept. The following plans will be included:

- Civil Cover Sheet
- Existing Conditions Plan – This plan will show survey information that is provided by the Client.
- Site Plan – This plan will show the parking lot and storm sewer with critical dimensions. The site plan will utilize the City of West Allis dimensional requirements per the City published zoning code requirements (i.e., setbacks, parking, and driveway/street widths).
- Grading Plan – This plan will show one-foot contours of a grading concept as well as proposed parking, driveway, stormwater improvements, and key elements of the grading. Photometric and Site Lighting Plan is not included but can be provided as an additional service.

Task 5.0 Final Engineering Plans

The consultant will prepare the final construction documents for the parking lot and stormwater improvements design. This task includes the following plans.

- Cover Sheet
- General Notes – The General Notes will provide general notes to be utilized for general conformance with industry standards and specifications. These notes are not intended to be full specifications and/or imply contractor means or methods.
- Existing Conditions Plan – The Consultant will utilize the survey provided by the Owner.
- Site Plan – This plan will show site features that relate to site improvement. This plan will indicate the general horizontal control elements.
- Paving Plan – This plan will show the pavement sections to be utilized onsite based on the recommendations prepared by the Owner’s geotechnical engineer. The Consultant is not responsible for pavement design.
- Erosion Control Plan – This plan will show proposed measures that are to be used by the contractor to reduce sediment as required by the construction stormwater permit. This plan is not intended to show every phase of construction. The Contractor is responsible for implementing adjustments and any additional measures that may be required for intermediate construction phasing and temporary conditions.

- Grading Plan – This plan will show proposed contours and spot elevations to assist the contractor in constructing the onsite grading and drainage facilities of the site.
- Utility Plan – This plan will show storm sewer utilities for the proposed improvements. Dry utilities (gas, electric, and telephone) will be shown on the plan for reference if the utility provides the design information in a timely manner. It is assumed no off-site public utility extensions or improvements will be required for the development. Profiles are not included; however, they can be provided as an additional service. The rim, invert, size, and crossing information will be provided at junction points and critical crossing points.
- Project specifications and bidding documents will be provided for a public City of West Allis bidding process.
- General Details – General details will be provided to assist the contractor in understanding certain aspects of the project. If available, standard details from the municipality will be utilized on this plan.

Task 6.0 Landscape

Task 6.1 Landscape Plan – The Consultant will provide a landscape planting plan per the City of West Allis requirements. This scope of services does not include custom details for site and landscape specialty or custom furnishings (i.e.. custom designed benches, site art, etc.). They may be provided as an additional service if requested.

Task 7.0 Storm Water Pollution Prevention Plan (SWPPP)

The Consultant will prepare a Storm Water Pollution Prevention Plan (SWPPP) for the onsite improvements per the City of West Allis, WDNR and MMSD Chapter 13 requirements. The Consultant will submit the SWPPP for the project. The Owner is responsible for the NOI application fees, Endangered Species and Environmental review (if needed), and implementation of the NOI requirements. Environmental contamination analysis and requirements will be coordinated and designed by the City of West Allis Environmental Consultant for this site.

Task 8.0 Contractor Coordination and Construction Phase Services

Efforts in this task may include bid assistance, site visits, shop drawing reviews, pay application review assistance, substantial completion, review and preparation of as-built plans. Survey services are not included in this task but can be provided as an additional service. The means, methods, and safety of the site are assumed to be the responsibility of the contractor and/or Owner.

Task 9.0 Additional Services

Any effort beyond the scope of services mentioned in previous tasks will be provided as an additional service and billed on a time and materials basis. Minor efforts that do not require a formal amendment will be completed under this task. For larger tasks that the Owner may request, a formal amendment may be authorized.

Items that may be provided as an additional service may include, but are not limited to:

- Photometric or lighting plans
- Site electrical design
- Structural Design – other than noted in the tasks above
- Environmental or Endangered Species permitting or reporting
- Geotechnical Services
- Items not specifically provided in the scope of services
- Participating in site visits, meetings, or presentations beyond that listed in the scope of services.
- Coordinating or providing special inspection services during construction.

Responsibilities of Owner and Others

OWNER shall provide the following in a timely manner so as not to delay the services of CONSULTANT:

- Environmental, Endangered Species, and Environmental reports and permitting (if needed)
- Geotechnical Report with Pavement Recommendations and infiltration soil properties
- An executed copy of this Agreement

Time Schedule

The services from the Consultant will be provided in a reasonable and expeditious manner.

Fee

Below is a summary of the tasks included in Attachment A. Compensation for the tasks shall be as shown below:

Task 1.0 Preliminary Services			
Task 1.1	Kick-off Meeting	\$1,250	LS
Task 3.0 Schematic Design Services			
Task 3.1	Schematic Site Plan	\$4,000	LS
Task 4.0 City of West Allis Site Plan Submittal Documents		\$6,000	LS
Task 5.0 Final Engineering Plans and Specifications and Bid Docs		\$21,000	LS
Task 6.0 Landscape Plan		\$3,000	LS
Task 7.0 Storm Water Pollution Plan		\$7,000	LS
Task 8.0 Contractor Coordination and Construction Phase Services			T&M
Task 9.0 Additional Services			T&M

LS = Lump Sum - Services noted as “LS” will be provided on a lump sum basis. All permitting, application, and similar project fees will be paid directly by the Owner.



T&M = Time and Materials - Services shown as "T&M" will be provided on a Time and Materials basis, as requested by the Owner. Labor fee will be billed according to our Standard Hourly Rate Schedule, which may adjust annually. An amount equal to 5% of the labor effort will be added to each invoice to cover allocation items such as in-house duplicating, local mileage, postage, and electronic computing.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until September 15, 2023 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

Manager – Engineering Services

Accepted by Client:

Client's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO: 1457
DATE ADOPTED July 11, 2023

Resolution to approve a contract with Ayres & Associates for the design of a parking lot to be located at 67** W. Mitchell St. (Tax Key No. 453-0564-004 in an amount not to exceed \$50,000.

WHEREAS, the Community Development Authority wishes to foster the historic rehabilitation and development of the former Kearney Trecker Manufacturing building located at 6771 W. National Ave. into a near 45,000 SF event space which will demand ample parking; and

WHEREAS, staff recommends that the Authority enter into a contract with Ayres & Associates.,(the "Consultant") to design a parking lot for the property located at 67** W. National Ave.; and,

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the sum of \$50,000 be and is hereby appropriated from Tax Increment Financing District Number Fourteen, to meet the Authority's obligations under the aforesaid contract.
2. Authorizes the Executive Director to make such non-substantive changes, modifications, additions and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
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.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO: 1458
DATE ADOPTED: JULY 11, 2023

Resolution to approve a professional services contract for financial/real estate consulting services contract with Baker Tilly in an amount not to exceed \$25,000.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") and the City of West Allis continue to see interest by various developers to explore development projects throughout the City;

WHEREAS, the Economic Development Program recommends that the Authority enter a sole source contract with Baker Tilly (the "Consultant") to independently review the Developer's pro forma, project costs, financial returns, and other applicable financial figures pertaining to the Purchase and Sale Agreement and Development Agreement (the "Agreement") between the Developer and the Authority; and,

WHEREAS, the CDA currently has contracted services with SB Friedman Development Advisors but based on increasing volume of projects and possible public participation, staff is recommending having another firm as an option to provide additional financial/real estate consulting services.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the sum of \$25,000 be and is hereby appropriated from Economic Development FIRE, Tax Increment Financing District(s) per the associated work, to meet the Authority's obligations under the aforesaid Agreement.
2. That the Executive Director, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid sole source Contract on behalf of the Community Development Authority, in which a scope of services of such Contract is hereby attached.
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.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

Document Number	CERTIFICATE OF COMPLETION
	Document Title

**CERTIFICATE
OF COMPLETION**

SONA Lofts

Recording Area
Name and Return Address
Joshua P. Roling Foley & Lardner LLP 777 East Wisconsin Avenue Milwaukee, WI 53202

Parcel Identification Number (PIN)
454-0654-000

Property Address	6675 West National Avenue, West Allis, WI
Developer:	SONA Lofts LLC, a Wisconsin limited liability company
Memorandum of Agreements:	Memorandum of Agreements dated as of December 23, 2021, recorded on December 30, 2021, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number 11203578.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes, ("Authority") caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of December 23, 2021, which is evidenced by that certain Memorandum of Agreements recorded on December 30, 2021, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number 11203578 (the "Memorandum").

Construction was deemed by Authority to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth in the Development Agreement, including, without limitation, any provision related to (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

Upon recording of this CERTIFICATE, the real estate described above shall specifically be "released" of record from the Development Agreement and the restrictions against the real estate set forth therein; provided, however, that Developer's obligations pursuant to Sections 2.F, 4.B, 12.A, and 12.C of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

Exhibit "A"

Legal Description

PARCEL A:

LOT 2 OF CERTIFIED SURVEY MAP NO. 9370, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR MILWAUKEE COUNTY, WISCONSIN ON DECEMBER 2, 2021, AS DOCUMENT NO. 11193094, SAID CERTIFIED SURVEY MAP BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8866, BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF WEST ALLIS, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

PARCEL B:

PERPETUAL, NONEXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS SET FORTH IN RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 23, 2021 AND RECORDED DECEMBER 30, 2021 AS DOCUMENT NO. 11203577.

ESTOPPEL CERTIFICATE AND AGREEMENT

To:

Walker & Dunlop, LLC (together with its successors and assigns, the “Lender”)
7272 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814

SoNa Lofts LLC (the “Developer”)
330 E. Kilbourn Avenue, Suite 600 South Tower
Milwaukee, Wisconsin 53202

RE: Development Financing Agreement dated December 23, 2021 (the “Development Financing Agreement”), by and between the Community Development Authority of the City of West Allis (“Authority”), the City of West Allis (the “City”) and Developer related to the development and operation of a multifamily apartment building located at 6675 West National Avenue, West Allis, Wisconsin (the “Project”).

As used in this Estoppel Certificate and Agreement (this “Certificate”), the term “TIF Documents” means the Development Financing Agreement together with that certain Development Agreement (SONA Lofts) dated December 23, 2021, entered into between the Authority and Developer related to the Project (the “Development Agreement”). Capitalized terms used but not defined in this Certificate shall have the meanings ascribed to such terms in the TIF Documents. The Authority has the power and authority to execute this Certificate, and does certify and affirm the following as of the date hereof:

1. Attached hereto as Exhibit A is a full and complete copy of each of the documents that comprises the TIF Documents. The TIF Documents are in full force and effect and have not been modified or amended. Annual appropriations to the Authority by the taxing authorities have not been suspended or terminated.
2. Developer is not in default under any of the terms or provisions of the TIF Documents and no events have occurred or facts or circumstances exist which, with the giving of notice or passage of time, or both, would constitute a default by Developer under the TIF Documents.
3. There is no default by City or the Authority under the TIF Documents and no events have occurred or facts or circumstances exist which, with the giving of notice or passage of time, or both, would constitute a default by City or the Authority under the TIF Documents.
4. As of the date of this Certificate, all improvements constituting the Project required to be completed by Developer pursuant to the terms of the TIF Documents have been completed and a final occupancy permit has been granted by the City.
5. As of the date of this Certificate, Developer has received payments from the City in an amount totaling \$ _____ (\$ _____ per annum), and all conditions for Developer to receive payments under the TIF Documents have been satisfied.
6. Authority hereby acknowledges and consents to the following: Developer has obtained a secured loan from Lender, which loan is secured by, in part, a first lien mortgage covering the Project and a pledge and collateral assignment of all Developer’s rights under the TIF Documents for the benefit of Lender. To the extent Lender or its designee acquire title to or control of the Project, any such party shall be entitled to the rights and benefits afforded to Developer under the TIF Documents with respect to the Project without the necessity of any approval or consent from the Authority.

7. The Authority agrees (a) to provide Lender with a copy of any notices of default under the Development Agreement sent by the Authority to the other interested parties thereunder and (b) Lender may, but will not be obligated to, cure any default within thirty (30) days after Lender's receipt of Landlord's default notice in the case of a monetary default or within sixty (60) days after Lender's receipt of Landlord's default notice in the case of a non-monetary default; provided, however, that if any non-monetary default reasonably cannot be cured within such sixty (60) day-period, the same shall be deemed to have been timely cured if Lender commences reasonably appropriate curative action within such sixty (60) day-period and diligently prosecutes same to completion thereafter. If any such non-monetary default reasonably cannot be cured by Lender without Lender obtaining possession of the Property, such sixty (60) day cure period shall not commence until Lender obtains possession of the Property, as long as all real estate tax payments are made and all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Property are so cured, and provided that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter. The Authority acknowledges and agrees that the Lender has not assumed, and shall have no obligations, under the TIF Documents.

8. Subject to the Lender's right to modify the Lender's notice address from time to time by written notice to the Authority, the notice address of Lender is as follows:

Lender:

Walker & Dunlop, LLC
7272 Wisconsin Avenue, Suite 1300
Bethesda, Maryland 20814

9. This Estoppel Certificate may be transmitted and/or signed by facsimile or e-mail transmission (e.g. "pdf" or "tif"). The effectiveness of any such signatures shall, subject to applicable law, have the same force and effect as manually-signed originals and shall be binding on all signatories to this Estoppel Certificate.

[NO FURTHER TEXT ON THIS PAGE]

Signature Page to Estoppel Certificate and Agreement

EXECUTED this _____ day of _____, 2023.

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

By: _____
Patrick Schloss, Executive Director

Dated: _____

EXHIBIT A

TIF Documents

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO: 1459
DATE ADOPTED: JULY 11, 2023

Resolution to approve an Estoppel Certificate and Agreement relative to the Development Finance Agreement between the Community Development Authority of the City of West Allis and SoNa Lofts LLC.

WHEREAS, the Community Development Authority entered into a Memorandum of Agreements on December 13, 2021, relating to the redevelopment of SoNa Loft Apartments on 0.499 acres of land at 6675 W. National Avenue; and,

WHEREAS, the SoNa Lofts LLC is seeking permanent financing through Walker and Dunlop, LLC and the Developer's lender has requested Estoppel Certificate relative to the waiver terms of the Development Agreement that was for the development of a PyraMax Bank branch; and,

WHEREAS, the terms and conditions of the Development Agreement and Purchase and Sale Agreement are Developer conditions and not conditions of the lender; and,

WHEREAS, the Executive Director recommends approval of the attached Estoppel Certificate incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Community Development Authority of the City of West Allis hereby approves as follows:

1. Authorizes the attached Estoppel Certificate be provided relative to the agreements between the Community Development Authority and Walker and Dunlop, LLC
2. Authorizes the Executive Director to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
3. 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.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority