



City of West Allis

Meeting Agenda

Community Development Authority

Tuesday, August 20, 2024

5:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

SPECIAL MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [24-0476](#) July 9, 2024

Attachments: [July 9, 2024 Draft Minutes](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [24-0477](#) Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

Attachments: [CDA Res. No. 1482 - S.B. Friendman](#)
[S.B. Friedman - Scope of Service](#)

3. [24-0478](#) Resolution to approve the Scope of Services for Ramboll Americas Engineering Solutions, Inc. for remedial planning assistance at 6771 W. National Ave., in an amount not to exceed \$20,000.

Attachments: [CDA Res. No. 1483 - Ramboll - 6771 W Nat'l Ave \(8.20\)](#)
[Ramboll Scope of Service - 6771 W. National Ave.](#)

4. [24-0479](#) Resolution to approve a revised Purchase and Sale Agreement with Mark Higgins, owner of the real estate at 6604 and 6620 W. Mitchell St.

Attachments: [CDA Res. No. 1484 - Revised Purchase and Sale Agreement - Mark Higgins 8.2](#)
[Revised Purchaser and Sale Agreement - Higgins 6604 & 6620 W Mitchell St.](#)
[22-269 Higgins Tower Sewer Install](#)

5. [24-0480](#) Discussion regarding the former St. Aloysius Church and School property located at 1405 S. 92 St.

6. [24-0481](#) Discussion regarding the redevelopment area located at 13** S. 65th 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

Tuesday, July 9, 2024

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 4 - Wayne Clark, Danna Kuehn, Martin J. Weigel, Richard Badger

Excused 3 - Donald Nehmer, Gerald C. Matter, Michael Suter

Others Attending

Ald. Haass, Ald. Roadt, Ald. Turner
Jason Kaczmarek, Finance Director/Comptroller

Staff

Patrick Schloss, Economic Development, Executive Director
Shaun Mueller, Economic Development, Development Project Manager

C. APPROVAL OF MINUTES

1. [24-0398](#) June 18, 2024

Attachments: [June 18, 2024 Draft Minutes](#)

Weigel moved to approve this matter, Kuehn seconded, motion carried.

D. MATTERS FOR DISCUSSION/ACTION

2. [24-0412](#) Discussion on the Development Agreement with Land by Label LLC, for a 246-unit multi-family development with an estimated cost of \$72 million for the property at 11** S. 70th St., located within Tax Increment District #16.

This matter was Discussed in open session.

3. [24-0413](#) Discussion on requests for proposal for the construction of a single-family house at 6901 W. Beloit Rd.

Ald. Kueh stated she likes the idea of a new single-family home with a lot for sale next door.

This matter was Discussed in open session.

4. [24-0414](#) Discussion regarding the redevelopment of 13** S. 65th St.

This matter was Discussed.in both open and closed session.

5. [24-0415](#) Discussion on the redevelopment of 92nd and Greenfield Ave., former St. Aloysius Church and School.

This matter was Discussed.in both open and closed session.

6. [24-0416](#) Discussion on Tax Increment Financing District No. 7 - Summit Place.
- This matter was Discussed.in both open and closed session.
7. [24-0021](#) 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 - Financial Update
 - h. W. National Ave. Corridor
 - i. Motor Castings Site – 1323 S. 65 St.
 - j. 116th & Morgan Ave.

At 6:14 p.m., a motion was made by Ald. Kuehnl, seconded by Ald. Weigel to go into closed session to discuss items 2-6 on the agenda.

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Karin Gale, seconded by Ald. Weigel to adjourn at 6:39 p.m.



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COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1482
DATE ADOPTED: August 20, 2024

Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) entered into an amended contract with Resolution 1199, adopted September 13, 2016, Resolution 1252, adopted October 10, 2017, Resolution 1461, adopted August 15, 2023, Resolution 1472, adopted on March 12, 2024 for negotiating Purchase and Sale Agreements with a variety of developers in several Tax Increment Financing Districts; and

WHEREAS, the Department of Development recommends that the Authority enter into an amended contract with S.B. Friedman & Co.,(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 prepare matrix documenting project and market/industry parameters for key deal variables and assumptions; and,

WHEREAS, it is necessary to enter into an additional amended contract for financial 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 various Tax Increment Financing Districts, and from The City’s Economic Development/FIRE account for projects associated with (Allis Yards, 85th and National and 92nd and Greenfield) to meet the Authority’s obligations under the aforesaid contract.
2. Authorizes the Executive Director, etc. 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

L:\RESOLUTIONSVALL - CDA/1482-S.B. Friedman & Co – Financial Consultant Redev \$25,000 (8-20-24)

July 26, 2024

Mr. Patrick Schloss
Economic Development Executive Director
Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53227

Re: Financial Deal Review Services - Amended Proceed Order #16

Dear Mr. Schloss:

Pursuant to our recent discussion with the Community Development Authority of the City of West Allis (the "CDA"), SB Friedman Development Advisors, LLC (SB Friedman) requests additional budget authorization to continue to assist with the CDA's review and consideration of public/private financing packages for redevelopment projects in West Allis. SB Friedman has exhausted our fee authorization.

SB Friedman requests additional authorization of **\$25,000** to continue to provide ongoing on-call support related to proposed redevelopment projects. The services we provide will be flexible and vary based on the nature of the specific project, developer, financing tool and requested financial assistance package. We anticipate providing the following services on an as-needed basis:

- Review and provide feedback on reasonableness of developer assumptions (financing assumptions/leverage; construction costs per square foot; revenue per unit or square foot; operating expenses; financial returns; cap rates)
- Analyze developer's financial returns on a leveraged and unleveraged basis
- Evaluate the rationale for the financing gap
- Prepare matrix or memo documenting project and market/industry parameters for key deal variables and assumptions for projects
- Run sensitivity analyses regarding financing gaps
- Review and provide feedback and recommendations on deal terms
- Review financial capacity and organizational wherewithal of developer/development entity to undertake proposed development
- Prepare or evaluate third-party property tax and TID projections
- Prepare technical memoranda and/or other documentation regarding analyses
- Participate in meetings and conference calls with CDA and developer

Cost Proposal

In recognition of its variable scope, this engagement is structured as an hourly “time and materials” engagement with flexible, on-call services. Professional fees for these services will be based on the time required at the then-current hourly billing rates of the SB Friedman personnel assigned to the project.

The following Project Hourly Rates apply to this engagement:

Partner/EVP	\$463	Associate Project Manager	\$245
Partner/SVP	\$336	Senior Associate	\$230
Vice President	\$288	Associate	\$202
Senior Project Manager	\$280	Research Associate	\$184
Project Manager	\$265	Editor/Intern/Support	\$118

These rates will be in effect until July 1, 2025. After that date, rates are subject to adjustment by up to 5 percent.

Expenses including travel and mileage, tolls, parking, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed databases, and other out-of-pocket expenses will be billed as incurred without mark up.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached **Limitations of Engagement** apply to this engagement.

Acceptance Procedures

We look forward to the opportunity to continue to assist the Community Development Authority of the City of West Allis. Please return a signed copy of this engagement letter to indicate your acceptance of these terms.

Sincerely,



Fran Lefor Rood, AICP

Partner

(312) 424-4253 | frood@sbfriedman.com

Accepted: _____
Signature Date

Printed Name Title

LIMITATIONS OF ENGAGEMENT

Our deliverables will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings with the CDA and Developers during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverables. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our memorandum, and the variations may be material. Our deliverables will contain a statement to that effect.

The terms of this engagement are such that we have no obligation to revise the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TID statute or other applicable law, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information and that of the CDA Board for purposes of evaluating the proposed project's need for financial assistance, and is not a recommendation to issue bonds or other securities. It should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverable nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1483
DATE ADOPTED August 20, 2024

Resolution to approve the Scope of Services for Ramboll Americas Engineering Solutions, Inc., for environmental services for the property located at 6771 W. National Ave., in an amount not to exceed \$20,000.

WHEREAS, on February 14, 2024 the Community Development Authority (the "Authority") adopted Resolution 1465 and on March 5, 2024 the City of West Allis Common Council (the "City") adopted Resolution R-2024-0103 to approve the Purchase and Sale and Development Agreement (the "Agreement") with BR West Allis, LLC (the "Developer") for the historic rehabilitation of 6771 W. National Ave (the "Property")., the ; and,

WHEREAS, in order to induce the \$16 million private investment in the Property, the Agreement states that the seller of the property, which is the "Authority" will pay for any incremental environmental costs associated with the redevelopment of the property up to \$200,000, of which consulting costs are estimated not to exceed \$20,000; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") has a mission in addressing brownfield sites that are blighted, environmentally impacted, and underutilized properties through redevelopment; and,

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 - September 30, 2025; and

WHEREAS, the work associated under the scope of services is estimated not to exceed \$20,000 and includes remedial planning, such as but not limited to, approval of another PCM request and a request to construct on a historic landfill site, with the Wisconsin DNR, all activities that are eligible under the City's EPA Brownfield Assessment Grant; and,

WHEREAS, the Executive Director recommends approval of the work and contract with Rambol .

NOW, THEREFORE, BE IT RESOLVED, by the Community Development Authority of the City of West Allis that is hereby authorizing the Executive Director to enter into an agreement for the Scope of Services submitted for environmental services for the property located at 6771 W. National Ave.

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 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.

BE IT FURTHER RESOLVED that the Executive Director is authorized, on behalf of the Authority, to execute the aforesaid contract documents.

BE IT FURTHER RESOLVED that the funding of up to \$20,000 is hereby appropriated from the U.S. EPA Brownfield Assessment Grant program.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

Mr. Shaun Mueller
Community Development Authority of the City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

**PROPOSAL FOR REMEDIAL PLANNING ASSISTANCE AT
6771 WEST NATIONAL AVENUE IN WEST ALLIS, WISCONSIN
IN CONJUNCTION WITH USEPA ASSESSMENT GRANT**

Dear Mr. Mueller:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to present the Community Development Authority (CDA) of the City of West Allis with this proposal to assist with remedial planning for 6771 West National Avenue in West Allis, Wisconsin (the "site" or "property"). It is anticipated that the proposed remedial planning will be completed using a portion of the City's FY22 USEPA Brownfields Assessment Grant. The approximately 1.7-acre property is currently owned by the CDA and a potential developer is interested in purchasing the property.

August 5, 2024

Ramboll
234 W. Florida Street
Fifth Floor
Milwaukee, WI 53204
USA

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F +1 414 837 3608
www.ramboll.com

The following sections of this proposal provide a brief site background, recommended scope of work, proposed schedule, cost estimate, and contract terms for this project.

SITE BACKGROUND

Based on prior investigations, the site was developed as early as 1910, and over the years, has been used for manufacturing by Milwaukee Machine and Tool Co., LeRoi Compressor Corp., Gerlinger Electric Steel Casting Co., Kearney and Trecker, Baush Machine Tool, Radcliff Manufacturing Co., BMT Corp., Briggs & Stratton Corp., Milwaukee Ductile Iron, and the MRD Group. Industrial use of the site stopped in 2008. The site is associated with a closed Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment Tracking System (BRRTS) site (Milwaukee Ductile Iron Parcel 2, BRRTS No. 02-41-560502). The WDNR granted closure with continuing obligations of the site on January 21, 2016. Continuing obligations for the site include maintenance of the site barrier, restricted site use for industrial purposes, proper management of contaminated soil if it should be excavated or removed in the future, and evaluation for potential vapor intrusion prior to the site buildings being occupied. The existing site barrier consists of building slabs and paved parking/driveway areas.

Ref. 1690030431

In June 2016, a Supplemental Site Investigation Report was prepared for the site, on behalf of the CDA, summarizing the results of additional soil vapor, soil, and groundwater sampling. The sub-slab vapor sample results were less than the applicable Vapor Risk Screening Levels (VRSLs), indicating that no additional actions are necessary to address potential vapor intrusion risks. On behalf of the CDA, Ramboll prepared a request to the WDNR, dated March 18, 2019, for Post-Closure Modification (PCM) for the site to convert the land use from industrial to

commercial/multi-family residential and to approve the use of a localized vapor mitigation system. No specific barrier modifications were proposed at that time. On August 15, 2019, the WDNR provided a notice to proceed as outlined in the PCM request and clarified that a vapor mitigation system would only be necessary if the site structure would include residential housing.

The CDA is currently entertaining the potential reuse of the existing structure as an event space, with no residential component, but with a revised exterior site barrier which will include limited landscaped areas, as well as new paved surfaces. Based on conversations with the WDNR, these changes will require submittal and approval of another PCM request and request to Construct on a Historic Fill Site. This proposal addresses these activities, as well as waste characterization sampling and landfill coordination.

PROPOSED SCOPE OF WORK

Post-Closure Modification Request

Ramboll will complete WDNR Form 4400-237 Technical Assistance Request Form, which is required for PCM. The form will include basic site information, description of the modifications that are requested for the site and why they are needed, copies of pertinent prior documents, an updated Barrier Maintenance Plan, legal description, and map of the property. Ramboll will require detailed site plans from the developer to complete the PCM request.

Request to Construct on Historic Fill Site

Based on the observation of non-exempt fill materials on the site, a Request for Exemption to Construct on a Historic Fill Site (HFE) will be prepared and submitted to the WDNR. The exemption request process includes completion of WDNR Form 4400-226 - Development at Historic Fill Site or Licensed Landfill Exemption Application, and preparation of a narrative package under the signature of a qualified professional. The narrative package consists of three parts: 1) existing site conditions (waste types, potential for impacts, and evaluation of existing impacts); 2) proposed development summary; and 3) summary of actions to be taken and engineering controls that will prevent or minimize adverse environmental impacts and potential threats to human health and welfare, including worker safety. The exemption request will include supporting figures and site data.

Waste Characterization and Landfill Coordination

Ramboll will coordinate with a licensed landfill to obtain approval for disposal of contaminated soil that may be generated during construction of the proposed parking lot. We anticipate that one composite soil sample will be required to be collected and analyzed for waste characterization parameters to obtain approval for disposal. Ramboll will conduct that sampling and laboratory analysis prior to initiation of construction activities. We anticipate conducting this sampling in conjunction with the waste characterization sampling anticipated for the adjacent property to the east. The composite sample will be analyzed for polychlorinated biphenyls (PCBs) via USEPA Method 8082, 11 metals via toxicity characteristics leaching procedure (TCLP), Resource Conservation and Recovery Act (RCRA) 8 metals using USEPA Method 6010/7470, volatile organic compounds (VOCs) using USEPA Method 8260, semi-volatile organic compounds (SVOCs) using USEPA Method 8270, and SVOCs via TCLP. The composite soil sample will be submitted to a Wisconsin-certified analytical laboratory for analysis.

SCHEDULE

Ramboll is prepared to commence work on this project upon receipt of written authorization to this proposal and receipt of site plans from the developer. The PCM request and HFE request will be completed within 15 business days of receipt of the plans. Ramboll will provide a draft for review by the CDA and developer. The property owner will need to sign the Barrier Maintenance Plan prior to submittal to the WDNR.

PROJECT COST

The scope of services described herein will be completed on a time and materials basis in accordance with the Master Contract with the CDA, dated November 10, 2016, and the attached fee schedule, provided in our Proposal for Professional Consulting Services, dated August 24, 2022. The total estimated cost to complete the remedial planning services, as presented herein is \$20,000. This includes WDNR review fees of \$1,400.

Additional services, if requested, will be considered out of scope and will result in additional costs that will be billed on a time and materials basis, in accordance with the unit rates that are attached to this proposal and incorporated into the Master Contract.

Thank you for the opportunity to be of service. If you find this proposal acceptable, please provide a Proceed Order, using the CDA's Standard procedure and referencing this proposal. If you have any questions or need further information, please contact us.

Yours sincerely,

Ramboll Americas Engineering Solutions, Inc.

A handwritten signature in black ink that reads "Michelle M. Peters".

Michelle M. Peters, PE
Managing Consultant

D +1 262 901 0133
mpeters@ramboll.com

A handwritten signature in blue ink that reads "Scott Tarmann".

Scott W. Tarmann, PE
Principal

D +1 262 901 0093
starmann@ramboll.com

ATTACHMENT
RATE SCHEDULE

RAMBOLL PROJECT FEES

Table 1: Labor

Labor Category (Invoice Title)	Labor Rate	Estimated % Time
Project Principal (Principal)	\$200	2%
Senior Managing Consultant	\$175	10%
Managing Consultant	\$155	15%
Sr. Consultant 2	\$130	5%
Sr. Consultant 1	\$120	5%
Engineer/Geologist (Consultant 3)	\$110	20%
Engineer/Geologist (Consultant 2)	\$100	20%
Field Staff (Consultant 1)	\$85	10%
CAD/GIS Drafting	\$80	8%
Administrative Support	\$65	5%

Table 2: Field Instruments/Equipment¹

Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
Water Level Meter	day	\$30
0.45-micron filters	each	\$25
Peristaltic Pump	day	\$50
Concrete Corer	day	\$150
Personal Vehicle Mileage (federal rate) ²	mile	\$0.585

Notes:

- 1: Other supplies/equipment will be rented/purchased as needed and the invoices will be passed through with no mark-up applied.
- 2: Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Gasoline is additional.

A 10% mark-up will be added to all subcontractor services.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Obligations of the CDA:**

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

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

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

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

BE ITF FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non substantive changes, modifications, additions and deletions to and from the various provisions of the Real Estate Sales Contract and any limitation, loan commitments, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements,

pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements, and financing statements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary and proper to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the Executive Director, or his designee, be and is hereby directed to sign, execute, and complete the obligations under the Agreement.

Approved: _____
Patrick Schloss, Executive Director
Community Development
Authority

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into the date last written below by and between the Community Development Authority of the City of West Allis, a quasi-governmental body ("CDA"), and Mark Higgins ("Higgins"), an individual owner of real estate at 6604 and 6620 W. Mitchell Street (the "Higgins Property"). The CDA and Higgins are collectively referred to as the "Parties".

RECITALS

WHEREAS, the CDA owns the following parcel, legally described as:

Lots 1 and 4 of Certified Survey Map No. 9370, recorded in the Milwaukee County Register of Deeds as Document No. 1193094, being a redivision of Lots 1-3 of Certified Survey Map No. 8866, being a part of the Southwest $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin. (the "CDA Property"); and

WHEREAS, Higgins owns the Higgins Property, legally described as:

Parcel 1 of Certified Survey Map No. 6513, recorded in the Milwaukee County Register of Deeds as Document No. 7530958, being a redivision of Part of Lots 7 and 8, Block 2, Assessor's Plat No. 269, Being a part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 3, Township 6 North, Range 21 East, in the City of West Allis, Milwaukee County, Wisconsin; and

WHEREAS, on August 4, 1998, an Easement for Ingress and Egress was recorded on the CDA Property by the former owner and is on file with Register's Office of Milwaukee County, recorded on October 13, 1998, as Document # 7615092 ("Easement"); and

WHEREAS, the Easement on the CDA Property permits Higgins to access the abutting property owned by Higgins at 6620 W. Mitchell St., West Allis, WI 53214; and

WHEREAS, the Parties agree to enter into this Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed as follows:

PROVISIONS:

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

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

3. Obligations of the CDA

A. *Curb Cut and Driveway.* The CDA shall construct, at its cost, a new curb cut and 30-foot wide driveway apron connecting the driveway to West Mitchell Street in accordance with the design provided by Higgins ("**Exhibit B**").

B. *Survey.* The CDA shall provide lot line adjustment documentation or an ALTA Survey for the Acquired Property to be attached to the Higgins Property.

C. *Access Easement Termination.* The CDA shall record the signed release of easement, a copy of which is attached and marked as **Exhibit C**.

D. *Sewer Structures.* After such time as Higgins has caused a new sanitary sewer lateral line to be installed pursuant to 4.B. of this Agreement, the CDA shall accept the abandonment-in-place of the existing sewer lateral extending onto the CDA Property. The CDA shall, at its sole cost, remove and cap the existing storm sewer and catch basin in the southwest corner of the Acquired Property as shown on the approved plan submitted and reviewed by Plan Commission on April 27, 2022, or notify Higgins that it will be abandoned-in-place without any cost to Higgins.

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

4. Obligations of Higgins

A. *Access Easement Termination.* Higgins shall sign a release of easement, a copy of which is attached and marked as **Exhibit C**.

B. *Sewer Structures.* Higgins shall cause a new sanitary sewer lateral line to be installed on the Higgins Property and/or the Acquired Property at its sole cost. Higgins shall cause this work to be completed prior to the CDA completing its obligation under 3.A. of this Agreement. Higgins shall not be responsible for any costs to remove or cap the existing storm sewer and catch basin in the southwest corner of the Acquired Property as shown on the approved plan submitted and reviewed by Plan Commission on April 27, 2022.

C. *Survey.* Higgins shall accept the lot line adjustment documentation or ALTA Survey for the Acquired Property from the CDA and otherwise cooperate with any required process to attach the Acquired Property to the Higgins Property.

D. *Access.* Higgins shall grant the CDA contractors to access the Higgins Property to the extent necessary to remove the existing storm sewer and catch basin and construct and install the new driveway apron required by this Agreement.

E. *Curb Cut and Driveway.* Higgins shall provide the specifications/plan to the CDA and CDA's contractors for the construction of the access apron to West Mitchell Street.

F. *Plan Commission Plans and Fencing.* Higgins agrees to complete the work associated with the approved plan submitted and reviewed by Plan Commission on April 27, 2022.

5. Agreement. This Agreement shall be binding upon Parties and all their respective successors and assigns. This Agreement may not be modified or amended except in writing, signed by both parties hereto.

6. Notice. Whenever in the Agreement it shall be required or permitted that notice be given by any party hereto to the other, such notice shall be given by registered mail to the addresses indicated below:

To the City:

Patrick Schloss
Executive Director
Community Development Authority of the City of West Allis
Director of Development
City of West Allis
7525 W. Greenfield Ave.
West Allis WI. 53214

To Higgins:

Mark Higgins
6620 W. Mitchell Street
West Allis, WI 53214

IN WITNESS WHEREOF, the undersigned authorized parties have caused this Agreement to be duly executed and delivered as of the date last written below.

By: _____ Date: _____

Mark Higgins
Title: Owner

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named Mark Higgins to me known to be the person who executed the foregoing Purchase and Sale Agreement on behalf of Higgins and by its authority and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Community Development Authority of the City of West Allis

By: _____

Patrick Schloss

Title: Executive Director

Date: _____

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2024, the above-named Patrick Schloss, Executive Director, and to me known to be the person who executed the foregoing Purchase and Sale Agreement on behalf of the CDA and by its authority and acknowledged the same.

Name: _____

Notary Public, State of Wisconsin

My commission expires: _____

COMPTROLLER'S CERTIFICATE

Countersigned this ____ day of _____, 2024, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the CDA and City of West Allis under this Agreement.

Jason Kaczmarek, Finance Director

Exhibit A – Legal Description of Conveyed Land

Being a part of Lot 1 of Certified Survey Map No. 9370, recorded in the office of the Register of Deeds for Milwaukee County as Document No. 11193094, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, Wisconsin, described as follows:

Beginning at the southeast corner of Lot 1 of Said Certified Survey Map No. 9370; thence South 88°07'11" West along the north right-of-way line of West Mitchell Street, 16.00 feet; thence North 00°45'33" West, 175.51 feet, thence North 88°07'11" East, 16.00 feet to the southwest corner of Lot 3 of said Certified Survey Map; thence South 00°45'28" East along the East line of Said Lot 1, 175.51 feet to the Point of Beginning.

Exhibit B - Curb Cut and Drive Apron Plan

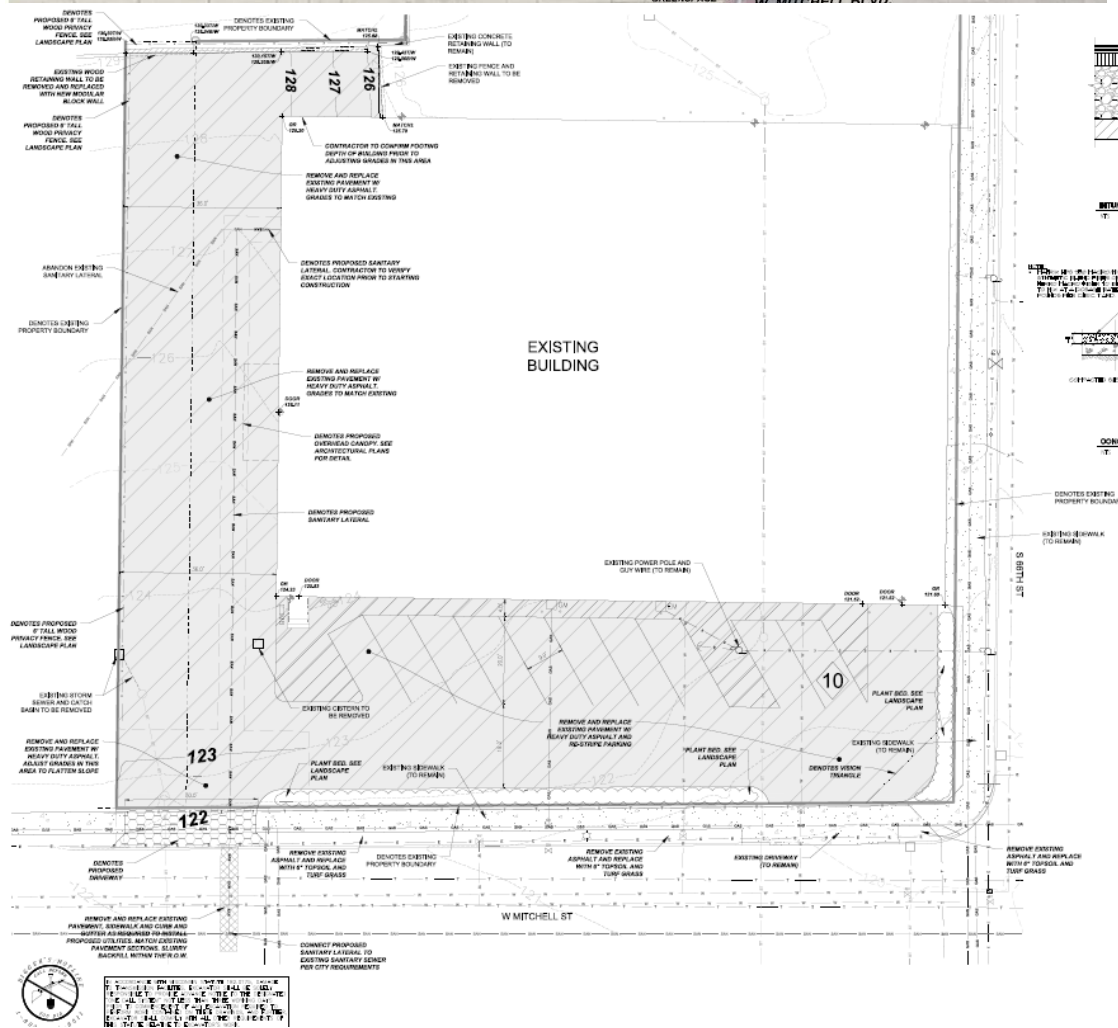
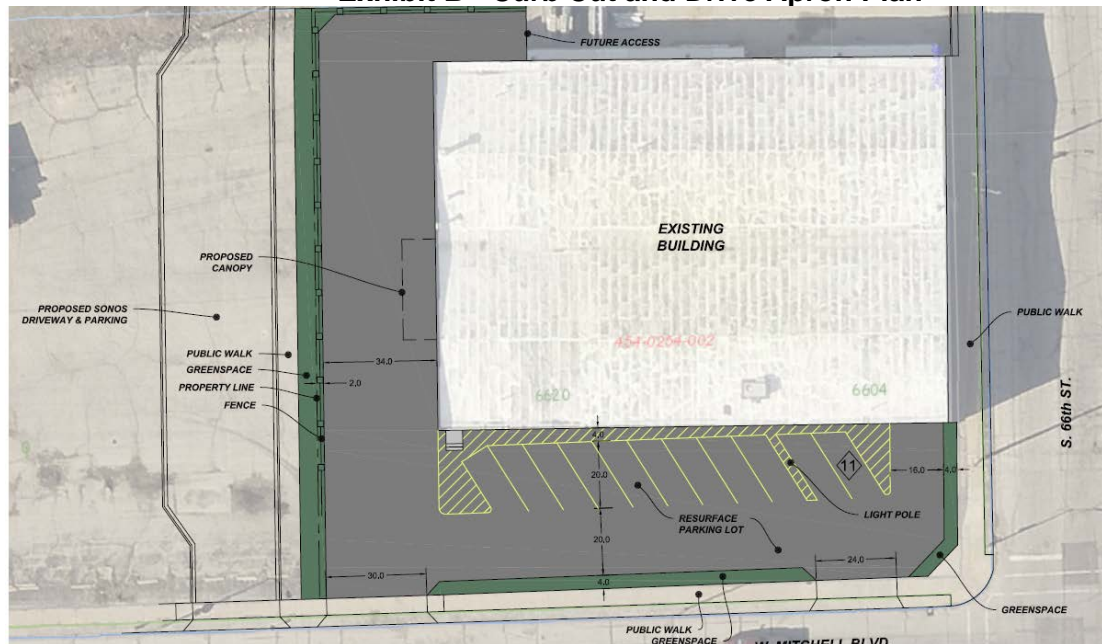


Exhibit C – Release of Easement



GENERAL
CONTRACTORS

August 2, 2024

Mr. Collette Klenz
Higgins Tower Service
6620 W Mitchell Street
West Allis, WI 53214

Re: Sewer Install
Additional Cost

Dear Ms. Klenz

Extra labor and equipment to make piping connection in street after encountering multiple existing utilities is as follows:

JM Brennan:	
Additional labor hours	184
Additional Material, equipment	\$662.00
 JM Brennan total	 \$ 19,982.00
Kotze mark-up	\$ 999.00
Total	\$ 20,981.00

If you have any questions, please do not hesitate to call.

Very truly yours,

Kotze Construction Co., Inc.

By 

Rupert G. Kotze
President

K:\Estimates\22-269