

47.



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
R-2010-0244	Resolution	Introduced
Resolution authorizing staff to negotiate, on behalf of the City of West Allis, the possible acquisition of the property located at 9** S. 70 St.		
Introduced: 11/3/2010		Controlling Body: Safety & Development Committee
Sponsor(s): Safety & Development Committee		

COMMITTEE RECOMMENDATION

ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>10/4/10</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Czaplewski				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kopplin	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lajsic	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Narlock	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reinke	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roadt				
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sengstock				
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Vitale	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weigel				
			TOTAL	<u>5</u>	<u>0</u>		

SIGNATURE OF COMMITTEE MEMBER


Vice-Chair
Member

COMMON COUNCIL ACTION

ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>NOV 03 2010</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barczak				✓
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Czaplewski	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Kopplin	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lajsic	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Narlock	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Reinke	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roadt	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sengstock	✓			
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Vitale	✓			
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weigel	✓			
			TOTAL	<u>9</u>	<u>-</u>		<u>1</u>



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2010-0244

Final Action:

Sponsor(s): Safety & Development Committee

NOV 03 2010

Resolution authorizing staff to negotiate, on behalf of the City of West Allis, the possible acquisition of the property located at 9** S. 70 St.

WHEREAS, the City of West Allis ("City") has noted that the area located along S. 70 St. and a redevelopment area and the City's corporate gateway; and,

WHEREAS, the City has negotiated an agreement with Ridgestone Bank for acquisition of real estate of 9** S. 70 St.; and,

WHEREAS, the Authority recognizes the properties provide an opportunity for a redevelopment project to revitalize the neighborhood and expand the City's tax base; and,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the acquisition of the property located at 9** S. 70 St., determines that acquisition of said property a necessity to the City's redevelopment plans and directs the Director of Development to take such actions as are reasonably required, under direction given by the Common Council, to attempt to acquire said properties.

BE IT FURTHER RESOLVED that the Common Council will acquire the property located at 9** S. 70 St. funded through Community Development Block Grant funds.


BE IT FURTHER RESOLVED that the Director of Development deliver and execute the negotiated agreement with Ridgestone Bank.

BE IT FURTHER RESOLVED that the approval as set forth herein is conditioned upon the City of West Allis' full compliance with all applicable local, state and federal laws, ordinances, rules and regulations relating to the activities authorized herein.

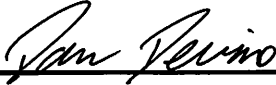
BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper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

cc: Department of Development

DEV-R-612-11-3-10

ADOPTED NOV 03 2010


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

APPROVED 11/9/10


Dan Devine, Mayor

CONVEYANCE AGREEMENT

This Conveyance Agreement (the "Agreement"), made and entered into as of this fifth day of August, 2008, by and between Ridgestone Bank ("Bank"), a Wisconsin State Chartered Bank, and the City of West Allis (the "City"), a Wisconsin municipal corporation.

WHEREAS, the City was the owner of a certain parcel of real property comprising approximately .84 acres on the southwest corner of South 70th Street and vacated West Walker Street in the City of West Allis, more specifically described as tax key parcel 440-0259-008, a map of which is attached hereto as Exhibit 1 and made a part hereof (the "Property"); and

WHEREAS, the City sold the Property to Summit Place, LLC in March, 2003; and

WHEREAS, the City and Summit Place, LLC entered into a Development Agreement dated March 11, 2003, which sets forth in writing the terms and conditions under which Summit Place, LLC agreed to develop and maintain the Property; and

WHEREAS, the Development Agreement runs with the Property and is binding on all parties claiming the Property; and

WHEREAS, the Development Agreement requires the owner to guarantee that as of January 1, 2006, the tenant leasehold improvements and fixtures were to be no less than \$2,900,000.00 and that such value be guaranteed for a period of fifteen (15) years thereafter; and

WHEREAS, the Development Agreement requires that if ownership of the Property renders it exempt from property taxation during the above mentioned fifteen (15) year period, a payment in lieu of taxes (PILOT) is due and owing on the Property which in no event shall be less than the property tax based upon an assessed value of \$2,900,000.00; and

WHEREAS, sometime in March, 2005, Summit Place, LLC sold the Property to Leisure Investments, LLC without obtaining written consent from City as stated in the Development Agreement; and

Please
Attached to
R-2010-0244
Item # 42

WHEREAS, Bank has a mortgage on the Property securing a loan made to Leisure Investments, LLC to purchase the Property; and

WHEREAS, Bank has obtained or will obtain a deed to the Property which it intends to convey to the City and City intends to accept said conveyance pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for the consideration set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Bank shall foreclose on its mortgage on the Property by involuntary means through a foreclosure action in Milwaukee County Circuit Court or by voluntary means whereby the mortgagor voluntarily surrenders the mortgaged property to Bank by means of a Quit Claim Deed or Deed In Lieu of Foreclosure.

2. In exchange for a lump sum payment of \$50,000.00 (USD) from City, Bank shall convey via assignment of the Deed obtained from the foreclosure proceedings as stated in No. 1 above all interest it has in the Property to City. City shall assume any past due, current or future payments of the PILOT called for in the March 11, 2003 Development Agreement and shall release Bank of any and all obligations under said Development Agreement.

3. Bank makes no representations or warranties about the condition of the Property or its title. Bank represents and City accepts that said conveyance is "as is".

4. This Agreement is subject to and shall be null and void if, during the foreclosure of the Bank's security, a bid in excess of the Bank's security is received or Bank is otherwise not able to convey the property to City as contemplated in this Agreement.

5. The laws of the State of Wisconsin shall govern this Agreement. Any action concerning this agreement shall be brought and maintained in Milwaukee County, State of Wisconsin.

6. City shall be named as a defendant in the foreclosure action and be served with all legal documents accordingly on the Property in order to protect its interest, vis-à-vis the Development Agreement, which City and Bank acknowledge the recording of and further agree that said legal interest of City is superior to that of Bank.

7. This writing constitutes the entire agreement between the parties, and all prior statements, letters of intent, representations and offers, if any, are hereby terminated.

8. Each party shall be responsible for their own attorney's fees incurred in foreclosing on the Property and negotiating and drafting this Agreement.

9. This Agreement may only be amended by the written consent of the parties.

IN WITNESS THEREOF, the Parties have executed this Agreement the date first above written.

RIDGESTONE BANK

By: Michael R. McKenzie
Michael R. McKenzie

Its: Senior Vice President

CITY OF WEST ALLIS

By: John F. Stibal
John F. Stibal

Its: Director of Development