

**AMENDMENT NUMBER SIX TO COOPERATION AGREEMENT
TAX INCREMENTAL DISTRICT (TID) NUMBER SEVEN
(SUMMIT PLACE), CITY OF WEST ALLIS, WISCONSIN**

This Amended Cooperation Agreement (hereinafter referred to as "Agreement") is entered into this 5th day of July, 2016, by and between the CITY OF WEST ALLIS, a municipal corporation (the "City") and the COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS, a public body, corporate and politic, created and existing under the laws of the State of Wisconsin (the "Authority");

WHEREAS, the Authority with the cooperation of the City has undertaken to acquire and redevelop certain blighted property (hereinafter called "Project") located in the area of TID Number Seven in the City of West Allis and County of Milwaukee, State of Wisconsin (the "Project Area"), more particularly described and depicted on Map No. 1 – Project Boundaries, which is attached as “Appendix 1” and made a part hereof; and,

WHEREAS, the City may, among other things, loan or contribute funds to the Authority for the purpose of carrying on redevelopment as provided in Wis. Stats. Sec. 66.1333(13); and,

WHEREAS, the City will provide financial assistance and cooperate with the Authority to provide, among other things, 100% of the cost of the Project to the Authority so that the Authority might carry out the entire Project; and,

WHEREAS, the Common Council approved Amendment Number Two on November 20, 2007 through Resolution No. R-2007-0281 for an additional \$3,500,000, and Amendment Number Three on February 3, 2009 through Resolution No. R-2009-0031 for an additional \$1,500,000, and Amendment Number Five on November 3, 2014 through Resolution No. R-2014-0364 for an additional \$2,260,000 to Tax Incremental District Number Seven’s budget authority; and,

WHEREAS, the City and Authority have entered into previous Cooperation Agreements (the original Agreement, Amendment Number One, Amendment Number Three, and Amendment Number Five) pertaining to Tax Incremental District Number Seven, authorizing a total of approximately

\$10,175,000 in Project expenditures; and,

WHEREAS, through Resolution No. 1195, the Authority approved Project Plan Amendment Number Six on June 21, 2016, and through Resolution No. R-2016-0193 on July 5, 2016 which authorizes TID #7 to share excess revenues with TID #5 in an amount up to approximately \$12,029,992.

WHEREAS, this Amendment Number Six to the Cooperation Agreement authorizes an additional approximate \$18,289,992 in Project expenditures and transfers (\$3,500,000 from Amendment Number Two, \$1,500,000 from Amendment Number Three, \$2,260,000 from Amendment Number Five and approximately \$12,029,992 from Amendment Number Six); and,

WHEREAS, the Authority authorized execution hereof by Resolution Nos. 1195 and 1196, adopted June 21, 2016, and the City authorized execution hereof by Resolution Nos. R-2016-0193 and R-2016-0194, adopted July 5, 2016; and,

WHEREAS, the Project outline in the attached Amendment #6 to the Tax Increment Financing Project Plan for TID 7 is anticipated to generate sufficient tax incremental funds to support the debt service and interest payments to the City as well as sufficient increments to make the transfers contemplated therein.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Project Definition

To the extent that the Authority has responsibility for receipt of Tax Increment Revenues for TIDs 7 and 5 and to the extent that the Authority has responsibility for payment of obligations of TID 5, the Authority and City hereby agree to the transfer of funds from TID 7 to TID 5 as detailed by the Project Plan Amendment Number 6, hereby attached as "Appendix 2", for the purpose of satisfying all obligations of TID 5. A detailed projection of the transfer of funds from TID 7 to TID 5 is set forth on pages 18 and 20 of said Project Plan Amendment Number 6. The provisions of all prior Amendments to the Cooperation Agreement

remain in full force and effect and are supplemented by this Amendment.

2. Verification by Comptroller. The City Comptroller shall from time to time, as his or her judgment is appropriate, review the receipts and expenditures of the Authority in connection with the Project, and the City Comptroller shall have full power to make such audit as is necessary to provide for a full accounting to the City. The City Comptroller shall conduct an audit and report to the Common Council with respect to the results of such audit. Upon completion of the Project, the Authority shall make a full accounting to the City of income received and amounts expended and shall return to the City all unused and unneeded funds.

3. Supplemental Redevelopment Activity by City.

A. The City, at no cost to the Authority, will take such lawful actions as may be deemed by the City and the Authority to be necessary or desirable in connection with the Project.

B. The Department of Development and the Office of the City Attorney shall assign sufficient personnel to implement and complete the Project in accordance with the Service Agreement between the City and the Authority.

4. Compliance with Laws. The Authority agrees to comply fully with all applicable local, state and federal laws, ordinances, rules and regulations relating to the Project and any funding provided therefore.

5. Dissolution. Under Wis. Stat. 66.1335(5) and City Ordinance 5655, the Common Council reserves the right terminate the Authority.

6. Potential Conflict. The City and Authority acknowledge that the City Attorney is representing the interests of both parties and that such representation constitutes a potential conflict of interest for the City Attorney. The City and Authority recognize that their interests in this matter are similar and hereby waive any such conflict of interest and agree to have the City Attorney represent both parties.

IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be duly executed the day and year first above written.

CITY OF WEST ALLIS

By: *Dan Devine* (SEAL)
Dan Devine, Mayor

Attest:

Monica Schultz (SEAL)
Monica Schultz
City Clerk

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

By: *John F. Stibal* (SEAL)
John F. Stibal, Executive Director

Approved as to form this 15 day of
July, 2016

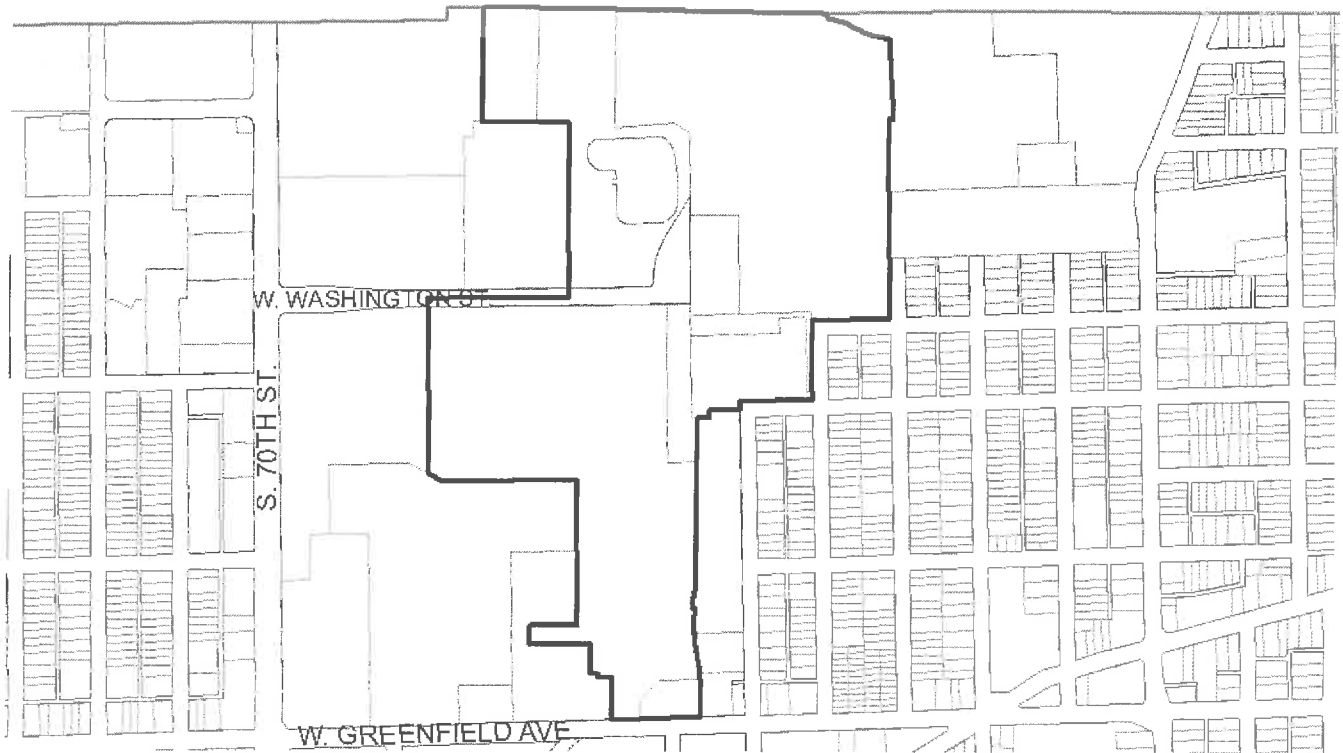
Scott Post
Scott E. Post
City Attorney

COMPTROLLER'S CERTIFICATE

Countersigned this 18 day of July 2016
and I certify that the necessary funds have been
provided to pay the liability that may be incurred,
by the City of West Allis under this Agreement.

Kris Moen
Kris Moen
Acting Director of Finance/Comptroller

Appendix 1 – Map 1: Project Boundaries



The District is generally bounded on the east by S. 63 St., on the north by the City limits, the western boundary of the District abuts privately-owned properties along S. 70th St; and on the south by W. Greenfield Ave.

Appendix 2 – TID #7 Project Plan Amendment #6

See Resolution #R-2016-0193 for the Project Plan Amendment 6 for Tax Increment District 7