



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0186

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution approving the termination of the Development Agreement and release of Memorandum of Agreement between the City of West Allis and Summit Place, LLC relative to the property located at 901 S. 70th St.

WHEREAS, by Resolution R-2002-0159 adopted on 3/4/03 a Development Agreement between the City of West Allis and Summit Place, LLL; and,

WHEREAS, upon sale of the property to Cardinal Capital Management, the original terms, conditions and restrictions governing the development and use of certain lands located at 901 S. 70 St. are no longer necessary; and,

WHEREAS, Cardinal Capital Management has submitted plans and agreed to construct a new 12,500 square foot office building at 901 S. 70 St.; and,

WHEREAS, the use is consistent with the City Zoning Ordinance and 2030 Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the termination of the Development Agreement and release of Memorandum of Agreement between the City of West Allis and Summit Place, LLC relative to property at 901 S. 70 St. (Tax Key No. 440-0259-008) is hereby approved.

BE IT FURTHER RESOLVED that the attached document between the City of West Allis and Summit Place, LLC be and is hereby approved by the Common Council and shall be recorded with the Milwaukee County Register of Deeds.

BE IT FURTHER RESOLVED that the Director of Development is hereby authorized to act on behalf of the City of West Allis for said documents, execute and take necessary action, and to undertake, direct and complete activities.

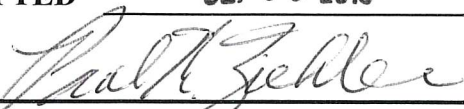
BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Agreement, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper 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-723-9-3-13

ADOPTED

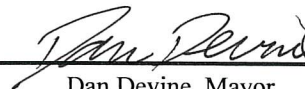
SEP 03 2013



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

APPROVED

9/5/13



Dan Devine, Mayor

DOC.# 10296642

RECORDED
09/24/2013 09:04AM

JOHN LA FAVE
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: \$30.00

FEE EXEMPT #: 0
0

***This document has been
electronically recorded and
returned to the submitter. **

Document Number _____

**TERMINATION OF DEVELOPMENT AGREEMENT
AND RELEASE OF MEMORANDUM OF AGREEMENT**

The Development Agreement made and entered into as of the 11th day of March, 2003, by and between the CITY OF WEST ALLIS, a Wisconsin municipal corporation, and SUMMIT PLACE, LLC, a Wisconsin limited liability company, wherein the parties have set forth the terms, conditions, and restrictions governing the development and use of certain lands located in the City of West Allis, Milwaukee County, State of Wisconsin, legally described on Exhibit "A", attached hereto and made a part hereof is hereby terminated. The parties hereby release the Memorandum of Agreement recorded April 1, 2003, as Instrument Number 8488453, recorded in the Register of Deeds of Milwaukee County, State of Wisconsin.

This space is reserved for recording data

Return to

City Attorney's Office
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Parcel Identification Number/Tax Key Number
440-0259-008

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Memorandum of Agreements.

CITY OF WEST ALLIS

By: John F. Stibel
John F. Stibel

Attest:
Kristin Johnson
Kristin Johnson

State of Wisconsin) ss
Milwaukee County)

Personally came before me this 19th day of September, 2013, Barbara J. Boal, the Director of Dev. and _____, respectively, of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of said City.

Barbara J. Boal
NOTARY PUBLIC
STATE OF WISCONSIN
My Commission Expires: 10-18-15 (SEAL)

[SIGNATURES CONTINUED]



[Faint, illegible text, possibly a signature or date]

SUMMIT PLACE, LLC

By: Richard J. Carlson
Title: PRINCIPAL Richard J. Carlson

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 19th day of September, 2013, the above-named Richard Carlson, the Principal of Summit Place, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said company.



Patricia Haese (SEAL)
Notary Public, State of Wisconsin
My Commission Expires: May 11, 2014

This instrument was drafted by:

Scott E. Post
City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

Exhibit A

Legal Description

Address: 901 S. 70th St.

Tax Key Number: 440-0259-008

Description: Parcel 1 of Certified Survey Map No. 6525, recorded on June 3, 1998, Reel 4321, Images 2318 to 2322, inclusive, as Document No. 7542540, being a redivision of Lots 1, 2, 3, 40, 41, 42 and the North 6.98 feet of Lots 4 and 39, Block 3, Otjen Pullen & Shenners Subdivision, together with the adjoining vacated public alley and vacated West Walker Street, all being in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34, Township 7 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0187

Final Action:

Sponsor(s): Administration & Finance Committee

SEP 03 2013

Resolution approving the terms & conditions for an Economic Development Loan to Commercial Bargains, Inc. under the Department of Housing and Urban Development Community Development Block Grant Program in an amount not to exceed \$50,000.

WHEREAS, John Kenenakhone, President and owner of Commercial Bargains, Inc., has applied for a loan from the City of West Allis in the amount of Fifty Thousand Dollars (\$50,000), under the Department of Housing and Urban Development Community Development Block Grant Program, for the purpose of moving expenses, inventory and preparing the site at 6623 W. Mitchell St.; and,

WHEREAS, the Department of Development has reviewed the loan request from John Kenenakhone, President and owner of Commercial Bargains, Inc., and has determined that the Project is eligible for funding under the Community Development Block Grant guidelines; and,

WHEREAS, the Department of Development has recommended approval of a Community Development Block Grant funded loan for the purpose of completing the Project; and,

WHEREAS, the Economic Development Loan Task Force met on August 26, 2013, to consider this loan application and recommended approval of this Economic Development loan application.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that it hereby approves the terms and conditions of the Loan in an amount not to exceed Fifty Thousand Dollars (\$50,000) to John Kenenakhone, President and owner of Commercial Bargains, Inc., in accordance with the terms and conditions outlined in the Commitment Letter attached as Exhibit A hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Attorney is hereby authorized to prepare loan documents required by the aforesaid commitment.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the loan documents, 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.

1. 4. 1.

BE IT FURTHER RESOLVED that the proper City Officers, or any of their authorized deputies, as necessary, are authorized on behalf of the City to execute the aforesaid loan documents.

cc: Department of Development
Grants Accounting Specialist

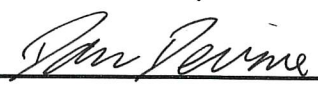
DEV-R-722-9-3-13

ADOPTED SEP 03 2013



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

APPROVED 9/5/13



Dan Devine, Mayor



Exhibit A



DEPARTMENT OF DEVELOPMENT
John F. Stibal

414/302-8460
414/302-8401 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.westalliswi.gov
jstibal@westalliswi.gov

August 27, 2013

Mr. John Kenenakhone
Commercial Bargains, Inc.
2005 S. 54th St. Suite A
West Allis, WI 53219

Dear Mr. Kenenakhone:

Pursuant to your application and information provided by you for the expansion to 6623 W. Mitchell St., the Common Council of the City of West Allis ("City") hereby agrees to make a loan to Commercial Bargains, Inc., in accordance with the federal Community Development Block Grant regulations and the following specific terms and conditions:

1. Borrower. The Borrower shall be Commercial Bargains, Inc., 2005 S. 54th St., Suite A, West Allis, WI 53219
2. Lender. City of West Allis, 7525 W. Greenfield Avenue, West Allis, WI 53214
3. Project/Use of Funds. Loan proceeds are to be used for moving costs, space improvements, signage, etc. at 6623 W. Mitchell St.
4. Loan Amount. The loan amount shall not exceed Fifty Thousand Dollars (\$50,000). Disbursement of the aggregate principal will be upon submittal of invoices and satisfaction of federal provisions. The loan will be evidenced by a note payable by the Borrower to the City.
5. Interest Rate. (To be computed on basis of 360-day year.) The interest rate shall be three and one-quarter percent (3.25%) per annum. In the event of default, all unpaid principal and interest shall bear interest at the rate of eighteen percent (18.0 %) per annum until paid.
6. Term. The term of this loan shall be 120 months with a 20-year amortization. At maturity of the loan, the balance of principal and interest is due in the form of a balloon payment.
7. Payments. The payment is \$454.71. Payments are due on the first day of each month commencing with calendar month following that month in which the initial disbursement of loan proceeds is made.
8. Late Charge. A late charge not to exceed one percent (1%) on each dollar of each payment, which is more than ten (10) days in arrears may be collected provided that no such charge shall exceed the maximum amount which may be charged according to law.

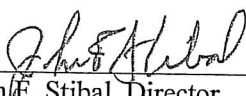


Mr. John Kenenakhone
Commercial Bargains, Inc.
August 27, 2013
Page 2

9. Security. As security for the loan, the Borrower will deliver to the City:
 - A. A second position General Business Security Agreement.
 - B. Unlimited personal Guarantee will be provided by John Kenenakhone.
 - C. A second position mortgage on the property located at 4947 W. Jackson Park Drive.
10. Loan Processing Fee. A non-refundable fee of Five Hundred Dollars (\$500.00) to be paid upon acceptance and delivery of this Commitment. (Borrower may elect to include this fee in the terms of the note). The fee is compensation to the City for making the loan and shall be fully and completely earned upon acceptance of this Commitment by the Borrower.
11. Maturity Date. This loan shall mature in September, 2023.
12. Closing Date. The loan shall close on or before September 30, 2013.
13. Prepayment Privilege. The loan may be prepaid, in whole or in part, at any time without penalty or restriction.
14. Duns Number. Borrower must provide a Duns number as proof of application by closing and provide a federal identification number to the City.
15. Job Creation/Retention. Borrower agrees to the following:
 - A. To retain six (6) full-time equivalent permanent jobs, of which at least fifty-one percent (51%) are to be held by low-to- moderate income persons or the jobs can reasonably be expected to turn over within two years of loan closing and that steps will be taken to ensure that they will be filled by, or made available to, low- or moderate-income persons upon turnover.
 - B. To create two and a half (2.5) full-time equivalent permanent jobs over the next three (3) years, of which at least fifty-one percent (51%) are to be held by low-to- moderate income persons.
16. General Conditions. All of the terms and conditions contained in the attached "General Conditions" (Exhibit No. 1) for economic development loans and "Federal Requirements" (Attachment A) are incorporated into this Commitment.
17. Acceptance. Except as provided in the General Conditions, this Commitment shall be deemed binding upon the City if the City receives an unqualified acceptance by the Borrower of the terms and provisions contained herein, evidenced by the Borrower properly executing this document below and delivering it to the office of the undersigned on or before September 15, 2013, along with the non-refundable loan processing fee and the written guarantee of the loan by Mr. John Kenenakhone. If not so accepted, the City shall have no further obligation hereunder.

Mr. John Kenenakhone
Commercial Bargains, Inc.
August 27, 2013
Page 3

CITY OF WEST ALLIS

By: 
John F. Stibal, Director
Department of Development

ACCEPTANCE

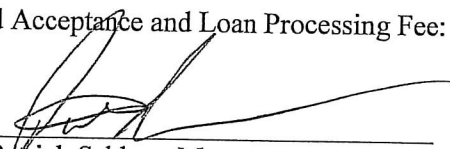
The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

COMMERCIAL BARGAINS, INC.

Date: _____

By: _____
Mr. John Kenenakhone
President

Received Acceptance and Loan Processing Fee:

By: 
Patrick Schloss, Manager
Community Development

Date: 9-6-13

Attachments

Mr. John Kenenakhone
Commercial Bargains, Inc.
August 27, 2013
Page 3

CITY OF WEST ALLIS

By: _____
John F. Stibal, Director
Department of Development

ACCEPTANCE

The foregoing Commitment, as well as the terms and conditions referred to therein, are hereby accepted.

COMMERCIAL BARGAINS, INC.

Date: 9-6-13

By: _____
Mr. John Kenenakhone
President

Received Acceptance and Loan Processing Fee:

By: _____
Patrick Schloss, Manager
Community Development

Date: _____

Attachments



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0188

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution approving the Project Area Boundaries and Redevelopment Plan for the 116th & Rogers Redevelopment Area, and declaring such area to be a blighted area in need of a redevelopment project

WHEREAS, for exercise of powers granted and the acquisition and disposition of real property in a project area pursuant to Sections 66.1333 of the Wisconsin Statutes, the Community Development Authority of the City of West Allis ("Authority") is required to designate the boundaries of such proposed project area and to submit such boundaries to the Common Council for approval and for a declaration that such area is a blighted area in need of a blight elimination, slum clearance and urban renewal project; and,

WHEREAS, the Authority has by CDA Resolution Nos. 1007 and 1008, adopted on August 13, 2013, designated boundaries (attached as Exhibit A) and approved a Redevelopment Plan (attached as Exhibit B) for the proposed 116th & Rogers Redevelopment Area and has requested that the Common Council adopt a resolution by a two-thirds (2/3) majority as required pursuant to Section 66.1333 of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. The boundaries designated by the Authority for the proposed 116th & Rogers Redevelopment Plan, attached as Exhibit B, which area is shown and more precisely described in the Redevelopment Plan Boundary Exhibit A, attached hereto and by reference made a part hereof (the "Project Area"), be and hereby are, in all respects, approved; and,
2. That it be and is hereby determined and declared that the above-described Project Area which by reason of the presence of a substantial number of substandard, slum, deteriorated or deteriorating structures, faulty lot layouts in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, diversity of ownership, deterioration of site and other improvements, under utilization of lands, depressed property values, environmental pollution and other conditions substantially impairs and arrests the sound growth of the community, constitutes an economic and social liability, and is a menace to the public health, safety, morals and welfare in its present condition and use, is a blighted area within the meaning of Section 66.1333 of the Wisconsin Statutes in need of a blight elimination, slum clearance and urban renewal project; and,
3. The Authority directed staff to proceed with the preparation of a Redevelopment Plan for the



proposed Project Area including any and all studies and surveys necessary thereto. The Authority approved the Redevelopment Plan on August 13, 2013 and is submitting the Redevelopment Plan to the Common Council for approval as required by Section 66.1333(6)(b)2 of the Wisconsin Statutes; and,

4. That any new construction in the Project Area is prohibited except upon resolution of the Common Council as provided in Section 66.1333(6)(e) of the Wisconsin Statutes; provided that this prohibition shall not be construed to forbid ordinary repair and maintenance, or improvement necessary to continue occupancy under any regulatory order. Such prohibition shall extend for an initial period of six months from the date of enactment of this Resolution subject to successive renewals for like periods by further resolution of the Common Council; and,

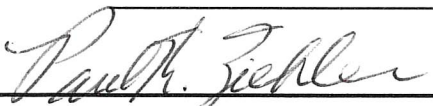
5. The Common Council hereby pledges its cooperation in the preparation of plans incidental to the aforesaid project and requests all City officials, departments, boards and commissions to cooperate with and assist, as may be appropriate, the Authority and its duly appointed staff, the Department of Development; and,

6. The City Clerk/Treasurer be and is hereby directed to transmit a certified copy of this resolution, together with a copy of the attached exhibit to the Authority, Director of Development, Director of Public Works/City Engineer, and the Director of Building Inspections and Neighborhood Services.

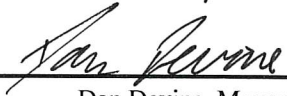
Attachment: Exhibit A (Project Area Boundaries)
Exhibit B (Redevelopment Plan)

cc: Department of Development

DEV-R-724-9-3-13

ADOPTED SEP 03 2013


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

APPROVED 9/5/13


Dan Devine, Mayor

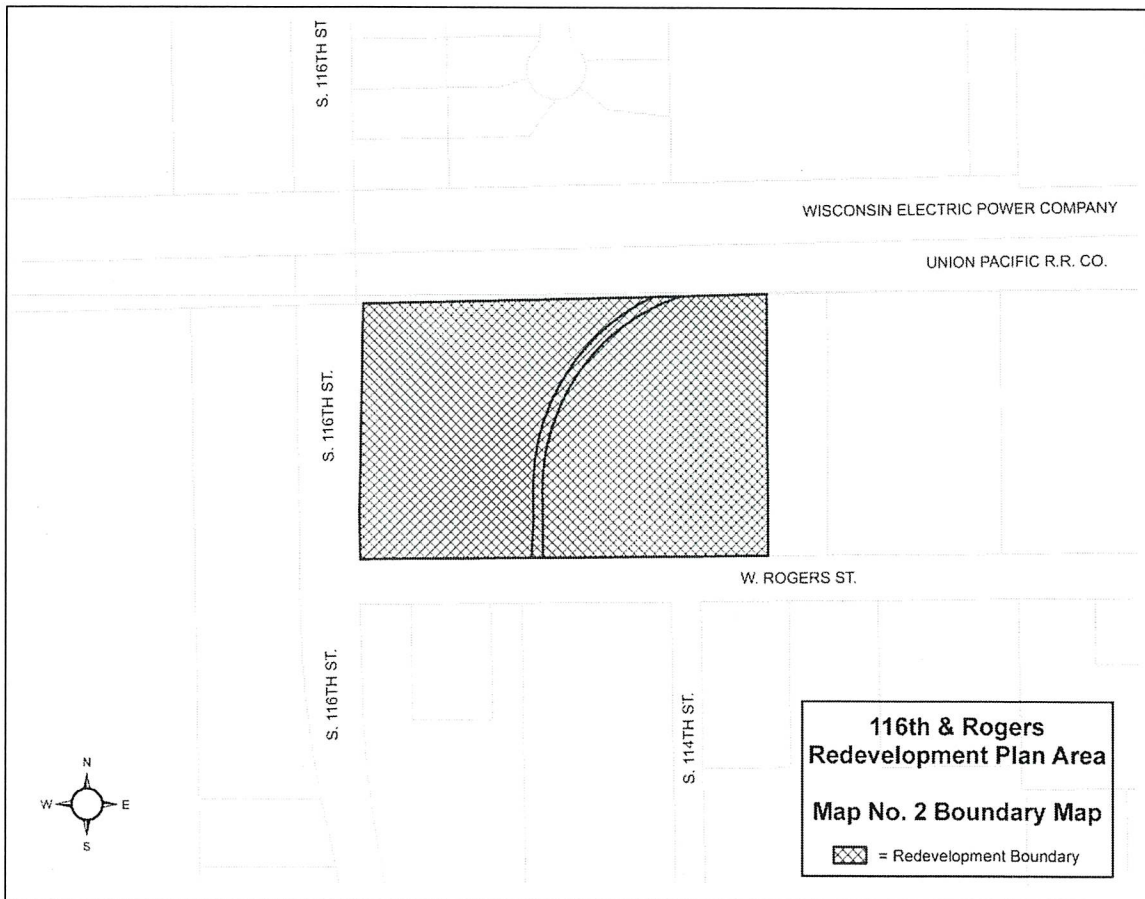
Exhibit A (Project Area Boundaries)

116th & Rogers Redevelopment Area – Project Area Boundaries

LEGAL DESCRIPTION:

Parcel of land located in the Southeast $\frac{1}{4}$ of Section 6, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, more particularly described as follows:

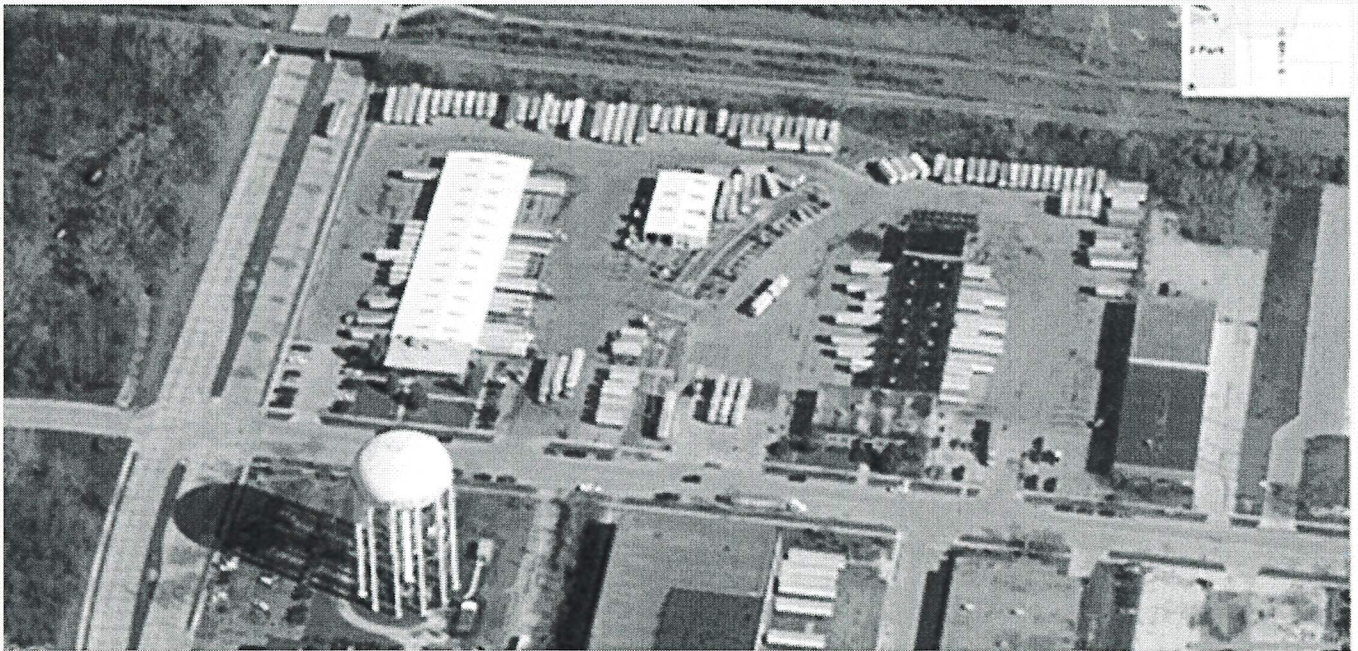
Beginning at the Southeast corner of Lot A of the Certified Survey Map No. 943; thence Westerly, 816.95 feet along the North right-of-way line of West Rogers Street to the East right-of-way line of South 116th Street and Southwest corner of Lot 1 of the Certified Survey Map No. 749; thence Northwesterly, 507.23 feet, along said East right-of-way line, to the Northwest corner of said Lot 1 and South right-of-way line of Union Pacific railroad company; thence Easterly, 804.43 feet along said South line to the Northeast corner of said Lot A; thence Southerly, 519.10 feet to the Point of Beginning.



Said land contains 9.58 Acres, more or less.

Exhibit B (Redevelopment Plan)

116th & Rogers Redevelopment Plan



Prepared by:
Department of Development
City of West Allis
www.westalliswi.gov

July 25, 2013

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I. Introduction

A. Role of the Redevelopment Plan

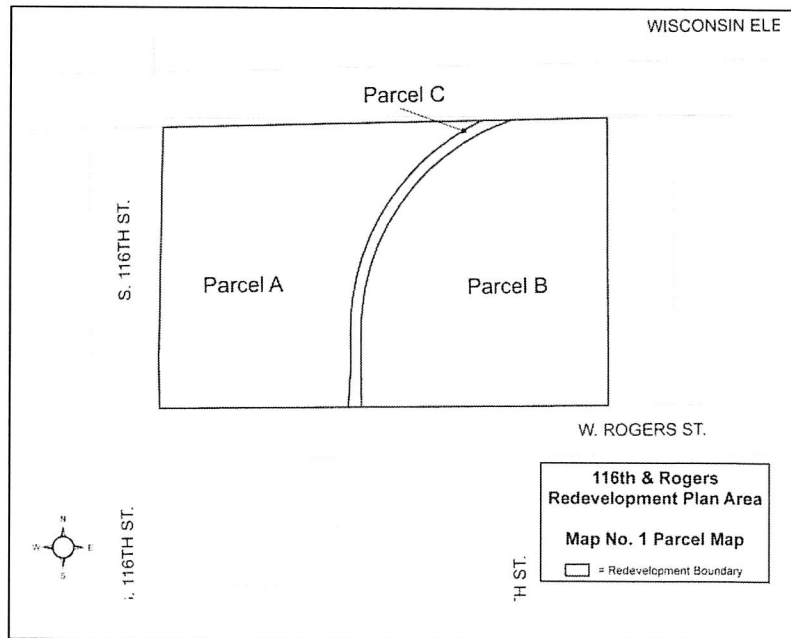
The Department of Development has prepared a Redevelopment Plan, allowing the Community Development Authority of West Allis (CDA) to prepare undertakings and activities in the Project Area for the elimination and for the prevention of the development or spread of slums and blight. Section 66.1333 of Wisconsin State Statutes states that the Redevelopment Plan may involve acquisition, clearance/demolition and redevelopment in a project area, or any combination or part of the undertakings and activities.

B. Executive Summary

The Redevelopment Area consists of three (3) properties on 9.585 acres of land located near the intersection of S. 116th St. and W. Rogers St. The area is occupied by two former trucking terminals, office buildings and a railroad spur that splits them. All three parcels possess numerous conditions of slum and blight, including some types of environmental contamination. The Area was formed into a Tax Incremental District (TID #10) in 2008 to help promote redevelopment.

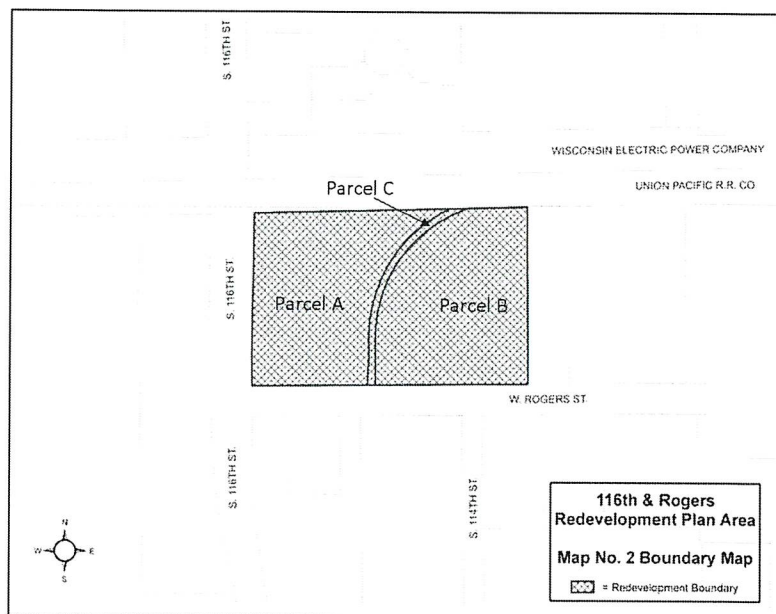


The Community Development Authority of the City of West Allis (CDA) presently owns the two former truck terminals (Parcels A and B as identified on **Map No. 1 – Parcel Map**). These properties were acquired by voluntary acquisition. As part of the initial preparation for redevelopment, the CDA has performed preliminary environmental investigations and marketed the area to prospective developers.



The expected redevelopment will improve the environmental and aesthetic quality of the site, and provide additional employment opportunities to the area. To this point, redevelopment has been hindered by the presence and condition of the blighted, underutilized, tax-delinquent rail road spur (Parcel C, referred to on **Map No. 2 – Boundary Map**) that splits the area.

This Redevelopment Plan has been drafted in order to deal with the blighted rail road spur and its associated easements, including the potential for acquisition. Acquisition of the spur will remove an additional obstacle to private investment and further promote redevelopment. The Redevelopment Plan boundary is shown on **Map No. 2 – Boundary Map**.



C. Site History

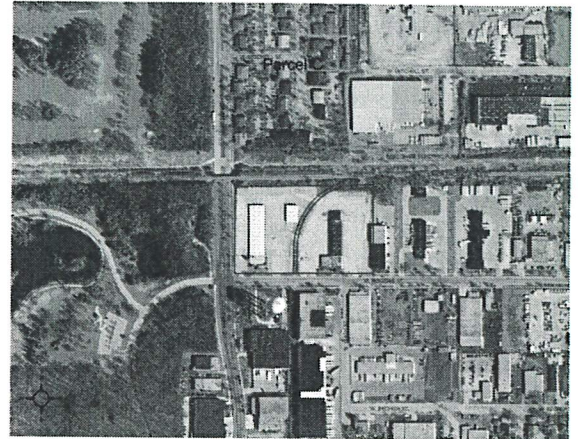
The 116th & Rogers Redevelopment Area consist of 9.585 acres of land that is split by a privately-owned railroad spur easement. The site was formerly occupied by a trucking terminal located at S. 116th St. and Rogers St.

The Redevelopment Plan encompasses three (3) properties within an industrial area: one (1) property to the west, located at 11528 W. Rogers St., owned by the CDA; one (1) parcel to the east, located at 11406 W. Rogers, owned by the CDA; and one (1) parcel, located at 114** W. Rogers St, owned by D.H. Overmyer. The chart below indicates how parcels will be referenced in the rest of this document:

Parcel ID	Address	Parcel Number	Owner
Parcel A	11528 W. Rogers St.	481-9993-010	CDA
Parcel B	11406 W. Rogers St.	481-9993-013	CDA
Parcel C	114** W. Rogers St.	481-9993-012	D.H. Overmyer

D. Location

This project will be referred to as the 116th & Rogers Redevelopment Plan, the "Project". The Project Area is centrally located within the northeastern part of the City and bounded on the **west** by S. 116 St. and public park space; on the **north** by the Union Pacific Railroad and multi-family and light industrial properties; on the **south** by W. Rogers St. and light industrial properties; and on the **east** by light industrial properties. The total area of the District is approximately 9.585 acres.



E. Blighting Influences

There are three distinct causes of blight in the Project Area – 1) Presence of substandard environmental conditions on various properties; 2) Presence of a substantial number of deteriorated and deteriorating buildings and improvements; and, 3) property left with conditions of abandonment, disrepair, and economic obsolescence.

1) Presence of substandard environmental conditions on various properties.

The properties' expansion, redevelopment, or reuse is complicated by the presence or potential presence of a hazardous substance, pollutant or contaminant.

11528 W. Rogers (Parcel A): The approximately 4.6 acre property was historically used as a truck terminal, since its development in 1969. Before the property was developed, it was used agriculturally. The site became vacant in 2008. The primary concern relating to the potential redevelopment of the site is based on the presence of a closed Leaking Underground Storage Tank (LUST) site in the east central area of the property. The LUST case was granted closure by the WDNR with petroleum-impacted soil remaining in place. The conditions of closure require a direct contact barrier (cap) over a portion of the affected area where soil impacts above the direct contact Residual Contaminant Levels (RCLs) are present within four feet of the ground surface. In addition, the volume of soil that may require disposal at a regulated facility, if excavated, is somewhat larger than the required cap area.

11406 W. Rogers (Parcel B): Prior to initial development, the subject property was agricultural land. The subject property was developed with the current freight-transfer and maintenance buildings in 1969 and was occupied by Yule Truck Lines, Inc (Yule). Yule conducted freight transfer operations at the subject property from the time of initial construction until

approximately 1971. Yellow Equipment and Terminals Inc. purchased the property in 1971 and conducted freight transfer operations at the subject property from 1971 until 2008. The subject property has been vacant since 2009. The site also has a closed Leaking Underground Storage Tank (LUST) case in the western portion of the property. This LUST case was also granted closure by the WDNR with petroleum-impacted soil remaining in place. In addition, foundry sand fill material and associated low-level soil and groundwater impacts were detected on the eastern portion of the property. WDNR has requested additional investigation to define the extent of the fill materials on the subject property. The investigation is planned to be conducted after demolition of site structures is complete.

2) *Presence of substantial number of deteriorated and deteriorating buildings and improvements.*

The area can be characterized as an older, deteriorated commercial site consisting of abandoned and vacant truck terminals and office buildings. In addition, the rail road spur parcel is abandoned, paved over in places and exhibits a deteriorated condition. Based on the survey conducted by the Building Inspections and Neighborhood Services Department, all properties within the defined area of the Plan exhibit conditions of blight and meet the definition of "blighted area," as defined in Wisconsin State Statutes Section 66.1333(2m)(b).

11528 W. Rogers (Parcel A): The main building was specifically designed for operation as a truck terminal, with elevated loading docks, overhead doors, etc. Any other use would require significant renovation or demolition. Prior to renovation or demolition, asbestos abatement would be required. Regulated asbestos-containing materials were documented in the structure, including ceiling tile in the dispatch office, mud joint pipe fittings throughout the lower level of the building and window glazing in the office building and maintenance building. In addition, floor tile and mastic also contained asbestos, which may also require abatement, if the material becomes friable due to demolition or renovation. Other materials that are considered hazardous relative to future potential demolition or renovation are the fluorescent light fixtures and ballasts, and mercury-containing light fixtures.

11406 W. Rogers (Parcel B): This building was also specifically designed for operation as a truck terminal, with elevated loading docks, overhead doors, etc. Any other use would require significant renovation or demolition. In addition, this building has also experienced significant water damage, which has been identified by several potential purchasers as a deterrent for purchase. Mold has been observed throughout the lower level of the office building. The mold could be abated; however, site regrading and/or other preventative measures would also need to be conducted to eliminate future water problems. Prior to renovation or

demolition, asbestos abatement would be required. Regulated asbestos-containing materials were documented in the structure, including window caulk, brick/concrete patch, transite panels above the truck terminal bay doors, caulk on transite window blanks, roof patch material, floor tile mastic, first floor ceiling tile, original floor tile and mastic throughout the office building, mastic behind the wood paneling, fire door, vault door, toilet wax rings and electrical system components. Other materials that are considered hazardous relative to future potential demolition or renovation are the fluorescent light fixtures and ballasts, thermostats, exit signs, fire extinguishers, batteries, refrigerant, mercury-containing light fixtures and transformers, and/or capacitors in the radio tower cabinet.

*14*** Spur (Parcel C):* The rail road spur has been in existence since 1969 and is privately owned by D.H. Overmyer Co., Inc. The 0.2844 acre parcel is delinquent in property taxes for numerous years (2002, 2004-2012) and shows signs of distress from the lack of maintenance or use. Through the years, the use of the spur diminished. The spur was eventually paved over between the two parcels stated above (Parcels A and B), fenced off and concreted over on W. Rogers St. The parcel extends easements rights to certain properties generally located south of W. Rogers St. The parcel has limited economic use unless modernized for rail service or combined with abutting parcels for a larger scale development.

CONCLUSION: The preponderance of the properties by reason of environmental contamination, obsolescent land uses, deteriorated or unsafe conditions deem these properties to be blighted and impede the orderly redevelopment of the area. As noted in the **Appendix Map No. 3 Existing Property Conditions (Blighted Properties)**, all properties within the project area that have been identified as blighted, and exhibit one or more characteristics of blight as defined in s. 66.1333 of Wisconsin State Statutes.

The distressed state and disrepair of a majority of the land mass/number of properties in the area when combined with environmental cleanup liabilities and compounded with the other causes of blight in the Project area, substantially impairs and arrests the sound growth of the community. Furthermore, these factors constitute an economic and social liability and are a menace to the public health, safety, and welfare in its present condition and use. In recognition of all of the above, the area is therefore a blighted area within the meaning of s. 66.1333(6)(b)1 of Wisconsin State Statutes in need of blight elimination, slum clearance and an urban renewal project.

II. Project Activities

A. Description of Activities

The activities within the Redevelopment Area are designed to encourage redevelopment of the existing former trucking terminal and the abandoned railroad spur. The following activities are essential to removing the current barriers to private redevelopment.

The Project includes the acquisition of two, 4.6-acre parcels and potential acquisition of the .2844-acre railroad spur and associated easements. The redevelopment will include the demolition of the current trucking terminals and removal of the excessive asphalt that covers over 75 % of the site.

The concept for redevelopment is the conversion of the site into contemporary office and/or light industrial uses. Optimal redevelopment of the site would have two 70,000-80,000 sq. ft. offices or one 125,000-175,000 sq. ft. light industrial use.

Buildings would consist of quality building materials such as brick, precast stone and cast stone, common size brick, concrete masonry as a secondary material, ornamental metals as an accent material, stucco, and EIFS limited to less than 10%.

The new development will be selected on the incorporation of sustainable design on the environment and workers. Design refers largely to the physical layout of the facility itself. It includes both interior and exterior design elements that include energy efficiency and green technologies such as natural lighting, landscaping, stormwater retention, etc.

B. Proposed Improvements and Projects

The following is a list of proposed improvements and other projects that the City expects to implement in the Tax Increment Financing District associated with the Redevelopment Area. Any costs necessary for the creation of the District or related to the proposed improvements are considered "project costs" and are eligible to be paid with tax increment revenues.

- Property Acquisition for Redevelopment. To foster and facilitate redevelopment within the District and to obtain environmental remediation/assessment grants, the CDA may acquire property within the District. Costs associated and related to the acquisition of real estate are eligible costs. Any revenue received by the CDA from the sale of property for redevelopment will be used to reduce the project costs for the District. If total Project Costs incurred by the CDA to acquire property and make it suitable for redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wis. Stats. Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Costs.
- Site Preparation. Environmental audits and remediation are necessary activities to prepare the site for redevelopment. Based on WDNR records, there are environmental concerns that require further testing and research. Any costs incurred by the CDA related to environmental audits, testing, and remediation are eligible Project Costs.
- Developer Incentives. The CDA will negotiate and execute developer agreements that provide for the optimal redevelopment. The Project may include the CDA entering into agreements with property owners, lessees, or developers of land located within the District for the purpose of attracting development and obtaining sufficient tax base to recover project costs.

- Demolition. In order to remove blight, provide greater site access and allow for optimal re-use of existing structures, demolition is proposed to take place within this District.
- Stormwater. All applicable stormwater requirements of local and overlying jurisdictions will be adhered to, which may require investments in stormwater infrastructure.
- Professional Service and Organizational Costs. The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include, but are not limited to: architectural; environmental; planning; engineering; legal, audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.
- Administrative Costs. The CDA may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees in connection with the implementation of the Plan.

C. Development Options

There are multiple development options regarding the three parcels that include 1) development on all parcels with two separate buildings of approximately 70,000-80,000 sq. ft. each; and, 2) development over all three parcels with an industrial development of 125,000-175,000 sq. ft. The overall estimated development value would be \$10-\$13 million. The development options would include light industrial uses and flex space office/industrial uses. Complementing green space would be provided around the building and parking lot to enhance the development and neighborhood. Further, new stormwater controls would be installed to meet WIDNR and MMSD requirements. Acquisition of all parcels within the Project Area by the CDA may need to take place in order for future development to occur.

III. Statement of Project Area

The Project Area is generally known as the 116th & Rogers Redevelopment Area. The legal description is provided in **Exhibit No. 1 - Legal Description** and the area is depicted on **Map No. 2 - Boundary Area**.

The boundaries are identical to the boundaries of Tax Increment Finance District No. 10. The goals and objectives set forth in the Redevelopment Plan are consistent with those of the Tax Increment Finance District.

IV. Description of Project

A. Project Objectives. The objectives of the 116th & Rogers Redevelopment Plan are as follows:

1. Eliminate vacant, obsolescent, disinvested, and environmental deficiencies that detract from the functional unit, aesthetic appearance and economic welfare of the 116th and Rogers Redevelopment Area.
2. Prevent the recurrence of blight and blighting conditions.
3. Eliminate underutilized land and inconsistent land uses.
4. Support the adaptive reuse and rehabilitation of structures that are feasible for continued uses.
5. Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with development needs and standards.
6. Foster linkages through redevelopment to surrounding park, light industrial and residential uses.
7. Remove vacant, deteriorated, obsolescent, blighted and structurally substandard buildings for uses permitted in this Plan.
8. Provide for the orderly physical and economic growth of this portion of the City through planned and controlled redevelopment.
9. Create redevelopment activities included in this Project that are consistent with the uses permitted the Plan and consistent with the needs of the surrounding area and the community as a whole.
10. Work to develop a "unique" or "sense of place" to the district or redevelopment area through the incorporation of existing themes, architectural statements, or the addition of commercial or industrial uses.
11. Assure that redevelopment projects incorporate architectural design, site planning, landscaping, signage, lighting, public art and other amenities that are aesthetically pleasing and compatible with development in the area.
12. Assist in securing economic development loans and/or grants to qualified redevelopers consistent with the goals and objectives of this Plan.
13. Stimulate private redevelopment that will increase the tax base of the City of West Allis and stimulate business activity in the area.

B. Redevelopment Actions. The general redevelopment actions included in this Plan are those broadly described in S. 66.1333, Wis. Stats., and include, without limitation thereof, the following: acquisition by purchase, eminent domain or otherwise, of real property and associated easements in the Project Area; demolition, vacation of public right of ways, and removal of all buildings, structures and other improvements acquired by the CDA, which are not to be retained or rehabilitated on-site; installation, construction or reconstruction of site and Project Improvements including streets and utilities deemed necessary to support land uses in the area after redevelopment; imposition of land use restrictions and controls; and, disposition by sale, lease or dedication for public purposes of land or improved property acquired in the Project Area, in accordance with the provisions of this Plan.

This Plan is intended to eliminate blight in the Project Area and prevent the development or spread of blight, and to foster redevelopment that is consistent with the stated Plan objectives.

Required vacations of public right of way, replatting and rezoning shall be accomplished by separate actions in accordance with the procedures specified in applicable provisions of local ordinances and Wisconsin Law.

Specific actions deemed necessary to achieve the objectives of this Plan require a combination of public and private actions directed primarily at accomplishing the following:

1. Elimination of blighting influences;
2. Removal of incompatible uses, buildings and structures;
3. Acquisition of vacant buildings, underutilized land, other real property or associated easements tied to real property, which are deemed necessary for the assemblage or disposition of parcels of suitable size and shape for the uses permitted in the Plan;
4. Demolition of structurally substandard and obsolescent buildings;
5. Rehabilitation and adaptive reuse of properties that will contribute to the goals of this Plan;
6. Provision for public and private utilities and other public improvements needed to attract and support new uses in the area after redevelopment;
7. Renewal and modification, where and as necessary, of public infrastructure including the street and alley system and the traffic circulation patterns in and immediately adjoining the Project Area to reduce hazards, improve traffic circulation and other amenities (signage, lighting, public art) that are aesthetically pleasing and compatible with development in the area; and,
8. Eliminate and remediate environmental deficiencies that detract from the redevelopment value of the property.

C. Acquisition. All real property and associated easements to be acquired are necessary or incidental to the implementation of this Project, as identified on **Map No. 4 - Proposed Property Acquisitions**. The **Schedule of Land to be Acquired** is also provided as **Exhibit 3**. Two (2) of the properties within the Redevelopment Plan, 11406 and 11528 W. Rogers St., are already owned by the Community Development Authority of the City of West Allis.

D. Disposition. The general location and extent of land needed for Project Improvements, public right of ways, easements, and conveyance for redevelopment in accordance with the uses, requirements and controls set forth in Section V and in other applicable sections of this Plan, are shown on **Map No. 5 - Existing & Proposed Land Use**.

Parcels acquired for development may be marketed via a "Request for Proposals" or other means, as appropriate. The properties will be sold for private development for use(s) in accordance with this Plan or approved modifications, and which reflect the lands for disposition under the provisions of Section IV (B) above.

To foster and facilitate redevelopment within the District, the Plan outlines the acquisition of property within the District. Costs associated and related to the acquisition of real estate and associated easements are eligible costs under tax increment financing. Any revenue received by the City from the sale of property

for redevelopment will be used to reduce the project costs for the District. If total Project Costs incurred by the City to acquire property and make it suitable for redevelopment exceed the revenues or other consideration received from the sale or lease of that property, the net amount shall be considered "real property assembly costs" as defined in Wis. Stats. Section 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Costs.

All land and improved property will be sold by warranty deed in accordance with the provisions set forth in Wis. Stats. Section 66.1333(9), and with the disposition policy established by the CDA for achieving the development objectives stated in this Plan.

V. Land Use Plan

In order to achieve the objectives of this Plan, all development proposals for land within the Project Area will be subject to the regulations specified in this Plan and applicable State and City codes and ordinances. In those instances where the provisions and regulations set forth in this Plan are more restrictive than those prescribed in applicable State and local codes and ordinances, as may be amended from time to time, the more restrictive regulations imposing a higher standard shall govern, unless otherwise specifically waived by the Common Council.

- A. Land Use Zoning Provisions.** Existing land uses within the project area can be categorized as industrial. There are currently no tenants in any of the buildings within the Plan Area. All buildings are currently vacant. The Comprehensive Land Use Plan for the City identifies this area as a location desirable for industrial and commercial development. The Project Area is currently comprised of one (1) zoning district: M-1 Manufacturing District. Please refer to **Map No. 5 – Existing & Proposed Land Use** and **Map No. 6 - Existing & Proposed Zoning**.

The appropriateness and compatibility of proposed uses will be determined by the CDA prior to land disposition or the execution of any instruments involving rehabilitation and/or construction loans. For purposes of redevelopment, the zoning of the Project Area will continue to be M-1 Manufacturing District, and the use restrictions for the property shall be in accordance with the M-1 Manufacturing District, as found in sec. 12.45 of the Revised Municipal Code.

- B. Building Requirements.** Building requirements and other development controls for permitted uses in the Project Area shall be specified as a condition of the CDA's acceptance of any offer to purchase land acquired for disposition or for the granting of any rehabilitation or construction loan. In order to provide for the best utilization of the project site with relation to topography, open space and recreation areas, structure location and design flexibility will be allowed in the establishment of population density, setback and side yard restrictions, maximum lot coverage and floor area ratio. Generally, land coverage, building density, orientation, height, design, and setbacks shall be appropriate for the location, type, and character of the development and use contemplated. Minimum requirements are as follows:

- 1. Setback requirements.** All setbacks shall be in accordance with the M-1 Manufacturing District.

2. **Off-Street Parking.** In accordance with Section 12.19 RMC, off-street parking and loading facilities for commercial uses shall be located underneath or in the rear of the building, unless there is no feasible alternative.
3. **Off-Street Loading Spaces.** Off-street loading spaces shall be provided as required by the West Allis Zoning Ordinance and shall be located either wholly within the building or, if located outside the building, shall be located in the rear of the building, unless there is no feasible alternative.
4. **Other Development Controls.** (Subject to Plan Commission review)
 - a. **Open Storage.** Open outdoor storage of materials shall be appropriately screened and approved by Plan Commission. All trash containers, including dumpsters, must be fully (four-sided) enclosed by a solid wall or fence, with a personnel door, that matches the building facade and provides a suitable visual screen. Such wall shall be of sufficient height to cover the material stored and shall be maintained so as to present a good appearance at all times. The Plan Commission shall approve the location and type of screening material and may also recommend covering the enclosure area with a roof or canopy structure to limit lines of sight from adjacent uses.
 - b. **Landscaping.** Landscaping is a required improvement and an integral part of any development. Site perimeters, all required setback areas, parking lot landscape islands and building foundations shall be landscaped with appropriately spaced trees and shrubs and with grass and/or other suitable ground cover material. Landscaped material shall be suitable to climate, soil conditions and the intended use and shall be sufficient size and density to create an "immediate environment." Minimum tree caliper size shall be 2.5 inches.
 - c. **Exterior Design.** Building design, scale, construction materials and color finish shall be compatible with, and complementary to, those of major existing buildings in the surrounding area. Four-sided architecture is required. The predominant material shall be masonry and include brick, stone or a decorative masonry block. The use of EIFS and similar products is permitted, but only on the upper portions of a building, and in limited quantities (not to exceed 10% of exterior building surface). Such applications shall feature a unique application technique to create an articulation of surfaces. Shadow lines, scored surfaces, checkered/contrasting patterns are some examples to promote visual design interest. The use of high-quality, durable materials is encouraged. Window openings are required on all four building elevations. Accent or amenity lighting of exterior facades should be considered to create a desirable nighttime effect. No lighting is permitted to shine onto adjacent properties or street right of ways.

- d. **Energy Efficiency.** The new development is encouraged to incorporate sustainable design on the environment and workers. Design refers largely to the physical layout of the facility itself. It includes both interior and exterior design elements that exemplify energy efficiency and green technologies, such as natural lighting, a green roof to absorb and clean water, landscaping, stormwater retention, etc. The City will encourage the developer to utilize "green building" principles.
 - e. **Signs.** The type, size and location of all proposed signage shall be approved to promote the environmental aesthetics of specific premises and the image of the Redevelopment Project as a whole. Buildings intended primarily for rental should be designed with a sign frieze to assure uniformity and continuity of style. Signage shall be in accordance with sec. 13.21 of the Revised Municipal Code.
 - f. **Accessory Structures.** The location, size and design compatibility of all permitted accessory buildings and structures, such as garages, maintenance buildings, etc., shall be approved prior to construction. The term "accessory structure" also refers to ground-mounted telephone and electrical transformers, gas meters, ground-mounted air conditioners, exhaust ducts, etc. Such buildings and structures are not to be located within the required setbacks.
 - g. **Stormwater Management.** The buildings shall be adequately serviced by storm water gutters and downspouts and are subject to approval by the Director of the Building Inspections and Neighborhood Services Department. Stormwater quality, detention and/or retention regulations, as established by the WDNR, MMSD or other governing entities, shall be incorporated as necessary.
 - h. **Roof Tops and Equipment Screening.** Sustainable architecture/green techniques shall be given consideration as part of each project proposal. All roof-mounted equipment shall be appropriately screened, preferably by a parapet wall. Consideration of alternate equipment screening materials will be given if compatible with the architecture of the main building and approved by the Plan Commission.
- C. **Duration of Land Use Plan.** The land use provisions, building requirements and other development controls enumerated herein shall be in full force and effect from the date the Redevelopment Plan is certified to the Common Council of the City of West Allis by the CDA provided in s. 66.1333, Wis. Stats. They will continue to be in force and in effect until modified by the Common Council, upon recommendation by the CDA.
- D. **Applicability of Land Use Plan.** After approval and certification of the 116th and Rogers Redevelopment Plan, no new construction shall be authorized by any agencies, boards or commissions of the City, in such area, unless authorized by

the CDA, including remodeling or conversion or rebuilding, enlargement or extension of major structural improvements on existing buildings, but not including ordinary maintenance or remodeling or changes necessary to continue occupancy.

VI. Project Proposals

A. Developer's Obligations. Each developer will be required to abide by the covenants, restrictions, and provisions set forth in the agreement for land disposition and conveyance executed pursuant thereto including, but not limited to, the following:

1. Developers shall submit all Project redevelopment proposals for review and may be selected via a "Request for Proposal" or another process. Proposals will be illustrated and shall consist of architectural, site development and landscape plans, signage, and other appropriate supporting narrative or data to establish general conformity with the provisions and criteria set forth in Section V of this Plan.
2. The developer and any successor in interest shall devote the land only to the uses specified and approved in this Plan. The developer shall also carry out, or cause to be carried out, the approved Project Plan and modifications or amendments thereof, including any additional standards or regulations or urban design designated for the proposed use.
3. Within a reasonable period of time, as determined and approved by the CDA, the developer shall begin and complete the redevelopment of the land, as described within an approved Purchase and Sale Agreement and Development Agreement.
4. The developer shall not sell, lease, or otherwise transfer such land at any time, prior to completion of the development thereof.
5. The developer shall be required to comply with all applicable local and State codes, ordinances, regulations and statutes.
6. A developer shall submit information evidencing that they have made appropriate arrangements for financing the construction of the Redevelopment Project, submit a brief outline of the project costs for completing improvements, and a designation of the sources of financing and/or equity contributions that will be used by the developer to fund such cost.

B. Design Review. Redevelopment proposals shall be submitted to the CDA and referred to the Plan Commission of the City of West Allis for architectural design and site review. Proposals shall be sufficiently complete in form and content to permit meaningful evaluation. Approval of any proposal by the Plan Commission shall be subject to final determination by the CDA that such proposal conforms with the Redevelopment Plan.

The objectives and criteria to be used by the CDA in determining the acceptability of any project proposal include, but are not limited to, the following:

1. Quality and kind of construction materials, architectural and landscape design proposed for both new construction and rehabilitation;
2. Compatibility of internal vehicular and pedestrian circulation systems with adjoining areas;
3. Size, shape and orientation of proposed buildings and structures in relationship to the nature and scope of the development contemplated;
4. Orientation of proposed buildings and structures and relationship to street frontages, to each other and to surrounding existing buildings and structures; and,
5. Extent to which the uses and development (including signage) meets or exceeds the Redevelopment Plan objectives and requirements.

C. CDA's Obligations. The CDA will assist coordination with the Department of Building Inspection and Neighborhood Services to furnish the developer with an appropriate certificate, upon the satisfactory completion of all building construction and other related improvements specified in the final construction plans approved for development. Until the CDA so approves or certifies, the developer shall have no power to convey the real property, or any part thereof, as provided by Wisconsin Law and the agreements executed pursuant hereto.

VII. Conformance with State and Local Requirements

- A. Conformance to the General Plan of the City.** This Plan was duly considered and determined to be in general conformity, in principal, with the City's Comprehensive Land Use Plan by the City's Plan Commission.
- B. Relationship to Definite Local Objectives.** This Plan has been carefully established to generally conform to the following objectives:
1. **Appropriate Land Use.** The proposed land uses will generally conform, in principal, to those permitted by City zoning ordinances and the "West Allis Comprehensive Plan 2030" dated February 18, 2011.
 2. **Improved Traffic.** No public right of way improvements to S. 116 St. or W. Rogers St. are proposed as part of this plan.
 3. **Public Transportation.** No changes in Milwaukee County's public transportation system are proposed or necessitated by this Plan.
 4. **Public Utilities.** No major improvements and/or modifications in the storm sewer, sanitary sewer or water are proposed by this Plan. However, since the site is 75% asphalt, the redevelopment will need to meet current MMSD and WDNR storm water retention and clarification requirements.
 5. **Recreational and Community Facilities.** No recreational and/or community facilities are proposed to be constructed or expanded by this Plan; however connections to the West Allis Cross Town Connector Bicycle and Pedestrian Path are encouraged.
 6. **Other Public Improvements.** The repaving and general improvement of streets, sidewalks and curbs, etc. will be undertaken on an "as needed" basis, as authorized by the City of West Allis.
- C. Statement of Project Area.** The boundaries of the Project Area are legally described in Exhibit No. 1 Legal Description hereof and depicted on **Map No. 2 – Boundary Map.**

- D. **Map of Existing Uses.** The existing property conditions are shown on **Map No. 3 – Existing Property Conditions.**
- E. **Land Use Plan of Proposed Uses.** Proposed property acquisition is shown on **Map No. 4 – Proposed Property Acquisition**, existing and proposed land uses are shown on **Map No. 5 – Existing & Proposed Land Use**, and existing and proposed zoning is shown on **Map No. 6 – Existing & Proposed Zoning.**
- F. **Standards of Population Density.** No residential uses are proposed with this Redevelopment Plan.
- G. **Land Coverage and Building Intensity** shall not exceed conditions set forth in Section V of this document.
- H. **Present and Potential Equalized Value for Property Tax Purposes.**

Present (2012)					
Parcel	Land	Improvements	Total	Equalized Value	Taxes (26.0111)
A (11528 W. Rogers St.)	\$ -	\$ -	\$ -	\$ -	\$ -
B (11406 W. Rogers St.)	\$ -	\$ -	\$ -	\$ -	\$ -
C (114** W. Rogers St.)	\$ 6,200	\$ -	\$ 6,200	\$ 5,677	\$ 161
Total	\$ 6,200	\$ -	\$ 6,200	\$ 5,677	\$ 161

Projected					
Parcel	Land	Improvements	Total	Equalized Value	Taxes (26.0111)
A (11528 W. Rogers St.)	\$ 600,000	\$ 3,600,000	\$ 4,200,000	\$ 4,200,000	\$ 109,247
B (11406 W. Rogers St.)	\$ 600,000	\$ 3,600,000	\$ 4,200,000	\$ 4,200,000	\$ 109,247
C (114** W. Rogers St.)	\$ 9,000	\$ -	\$ 9,000	\$ 9,000	\$ 234
Total	\$ 1,209,000	\$ 7,200,000	\$ 8,409,000	\$ 8,409,000	\$ 218,727

Projected Increment	\$ 1,202,800	\$ 7,200,000	\$ 8,402,800	\$ 8,403,323	\$ 218,566
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- I. **Statement of Proposed Changes in Zoning Ordinances or Maps and Building Codes and Ordinances.** The Project Area as shown on **Map 6 - Existing & Proposed Zoning**, is M-1 Manufacturing District. The City of West Allis Official Zoning Boundary Map is proposed to be maintained as noted in **Map 6 – Existing & Proposed Zoning**. No changes are planned for the City Building Codes.
- J. **Statement of Required Site Improvements and Additional Public Utilities.** Site improvements and additional public utilities required to support new land uses in the area after development will be provided by the Developer as needs and conditions dictate. Please refer to **Exhibit 4 - Estimated Redevelopment Costs** for cost estimates of environmental remediation and site improvements to be undertaken by the City.
- K. **Statement of a Feasible Method Proposed for Relocation.** No parties are displaced by the Plan; however, parties with easement rights will be notified of relocation rights per Wisconsin State Law.

VIII. Procedure for changes in the approved plan

At any time after the Project Area Plan has been approved by both the Community Development Authority (CDA) and the Common Council of the City of West Allis, it may be modified in accordance with the provisions and procedures set forth in applicable subsections of s. 66.1333, Wis. Stats., as may be amended from time to time.

IX. List of Exhibits and Maps

The Exhibits and Maps incorporated into the Redevelopment Plan are by this reference made a part thereof as follows:

Exhibits

Exhibit No. 1 – Legal Description

Exhibit No. 2 – Determination of Blight

Exhibit No. 3 – Schedule of Lands to be Acquired

Exhibit No. 4 – Estimated Redevelopment Costs and Net Public Costs

Maps

Map No. 1 – Parcel Map

Map No. 2 – Boundary Map

Map No. 3 – Existing Property Conditions

Map No. 4 – Proposed Property Acquisition

Map No. 5 – Existing & Proposed Land Use

Map No. 6 – Existing & Proposed Zoning

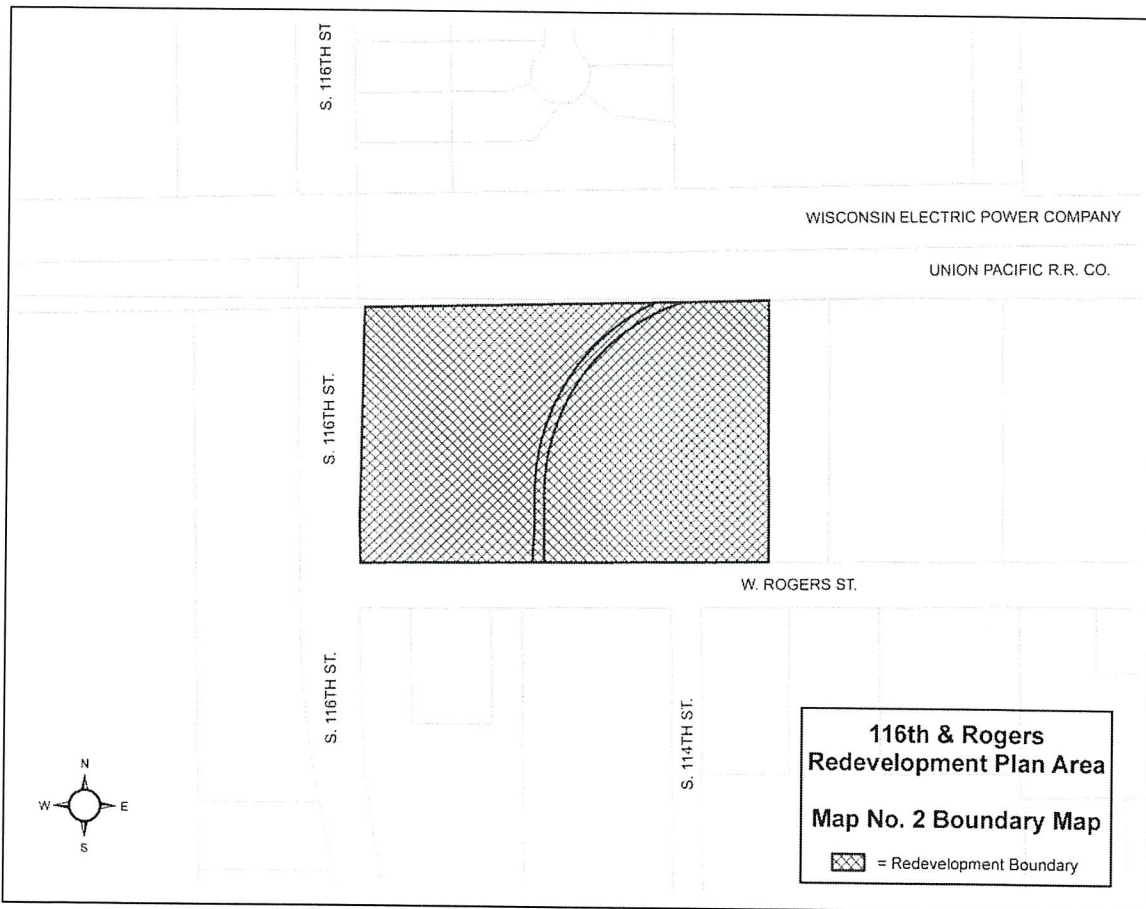
Exhibit No. 1

116th & Rogers Redevelopment Area

LEGAL DESCRIPTION:

Parcel of land located in the Southeast $\frac{1}{4}$ of Section 6, Township 6 North, Range 21 East, City of West Allis, Milwaukee County, more particularly described as follows:

Beginning at the Southeast corner of Lot A of the Certified Survey Map No. 943; thence Westerly, 816.95 feet along the North right-of-way line of West Rogers Street to the East right-of-way line of South 116th Street and Southwest corner of Lot 1 of the Certified Survey Map No. 749; thence Northwesterly, 507.23 feet, along said East right-of-way line, to the Northwest corner of said Lot 1 and South right-of-way line of Union Pacific railroad company; thence Easterly, 804.43 feet along said South line to the Northeast corner of said Lot A; thence Southerly, 519.10 feet to the Point of Beginning.



Said land contains 9.58 Acres, more or less.

Exhibit No. 2

DETERMINATION OF BLIGHT



DEPARTMENT OF BUILDING INSPECTIONS &
NEIGHBORHOOD SERVICES

414/302-8400
414/302-8402 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

www.westalliswi.gov

July 24, 2013

City of West Allis
Department of Development
7525 W. Greenfield Ave.
West Allis, WI 53214

RE: Rogers Street, east of 116th Street Redevelopment Area Blight Determination

Mr. Schloss:

I have reviewed the above-referenced redevelopment area to determine if the defined area is a blighted area in accordance with the definition in Wisconsin State Statutes Section 66.1333(2m)(b).

My review found the area to have numerous blighting conditions as defined in State Statutes, that when combined, finds the subject area to be a blighted area.

Surveyed properties in the development area included a total of 3 land parcels with uses as follows:

- 2 commercial uses
- 1 vacant abandoned parcel between the commercial uses

Several key factors were considered in my evaluation of the development area, as follows:

- Age of buildings
- State of deterioration and property maintenance
- Provisions for open space and lot layout
- Obsolete platting

Building Age

There are a total of (2) main buildings and (1) accessory building on the (2) commercial parcels. The three buildings were all constructed in 1969, which makes them 44 years old.

The age review determines that the area has a predominance of aging structures which would have continual problematic maintenance issues. Also, age is an indication of when the current development occurred. This development area has its beginnings in the mid 1900's and lacks the benefit of new planning principles (i.e. land use – industrial/trucking use adjacent to park land, landscaping and screening, etc.)

State of Deterioration and Property Maintenance

All of the properties are vacant and have been abandoned. They all have deferred maintenance to the structures and to the land itself. All of the properties have weeds, asphalt that is cracked and deteriorated, dead landscaping, and fences in disrepair.

The vacant property between the two commercial buildings has abandoned railroad tracks that are overgrown with weeds and trees. Most of the train rails have been removed for (2) driveways and fences that cross the property.

Both of the commercial properties have extensive damage to the facade. There are broken doors and windows on all sides of all three buildings. There are damaged metal panels on the exterior of the walls which prevents the buildings from being weatherproof or rodent-proof. There are piles of rubble and debris around the perimeter of the properties.

Provisions for Open Space and Lot Layout

The properties were laid out using outdated planning principals allowing for conflict between use (park land abutting manufacturing/heavy commercial) and other issues regarding landscape buffers at the perimeter of the properties, and landscaping islands within a property. Approximately 90% of the commercial properties have impervious surfaces with no means for storm water management. This puts a tremendous strain on the storm sewer systems.


Obsolete Platting

The vacant parcel between the two commercial properties is not a developable parcel. The parcel is an abandoned railroad spur which is no longer in use. The parcel is only approximately 20' wide by 600' long on a curve. In a manufacturing zoned district, there are no uses that would fit on that parcel on its own. There is no driveway access to the lot from the street.

Summary Declaration of Blighted Area

I have surveyed the 116th St./Rogers Street Redevelopment Area and have determined the defined area to be a blighted area when considering the numerous allowed factors under the definition of "blighted area" in the State Statutes. Therefore, in my opinion, the subject redevelopment area is a "blighted area" as defined in Wisconsin State Statutes Section 66.1333(2m)(b).

Sincerely,



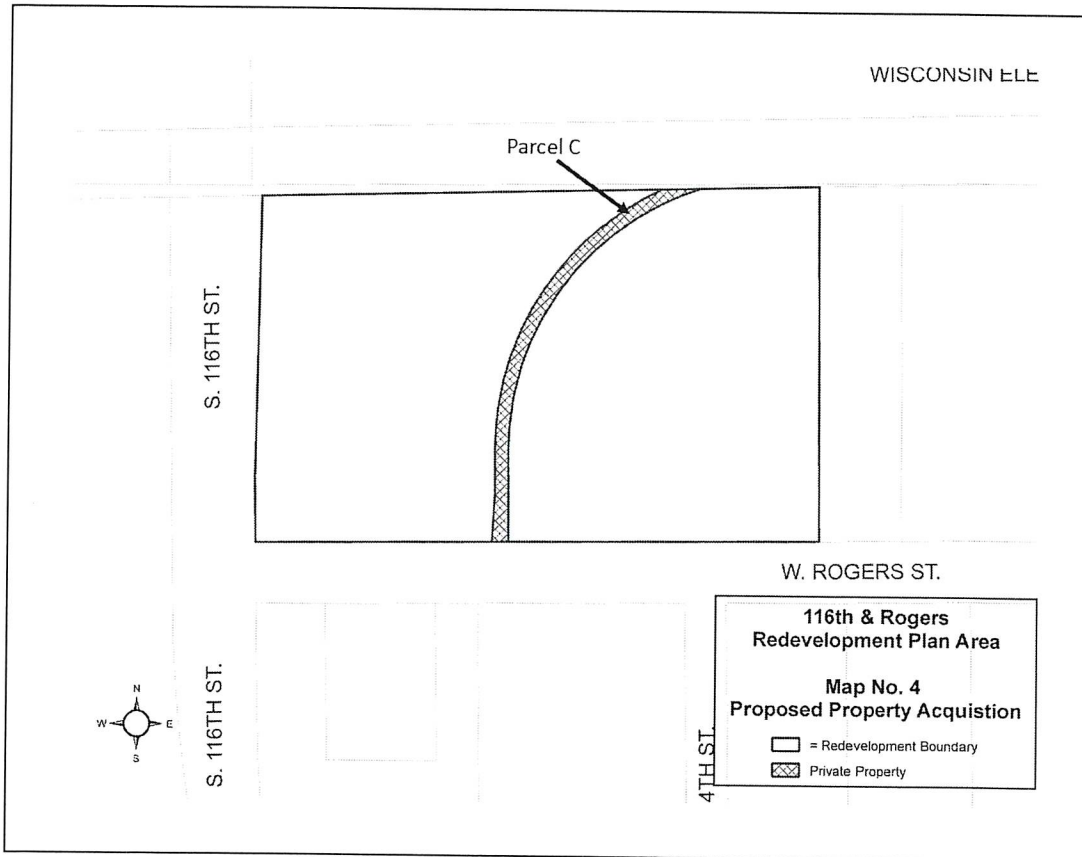
Ed Lisinski, Assistant Director
Building Inspection and Neighborhood Services

Cc: John Stibal, Director of Development
Scott Post, City Attorney

Exhibit No. 3

SCHEDULE OF LAND TO BE ACQUIRED

Project ID	Tax Key No.	Property Address	Owner's Name	Tenant/Use	Acreage
Parcel C*	481-9993-012	114** W. Rogers	DH Overmeyer	Abandoned Rail Spur	.284



* As well as any associated easements

Exhibit No. 4

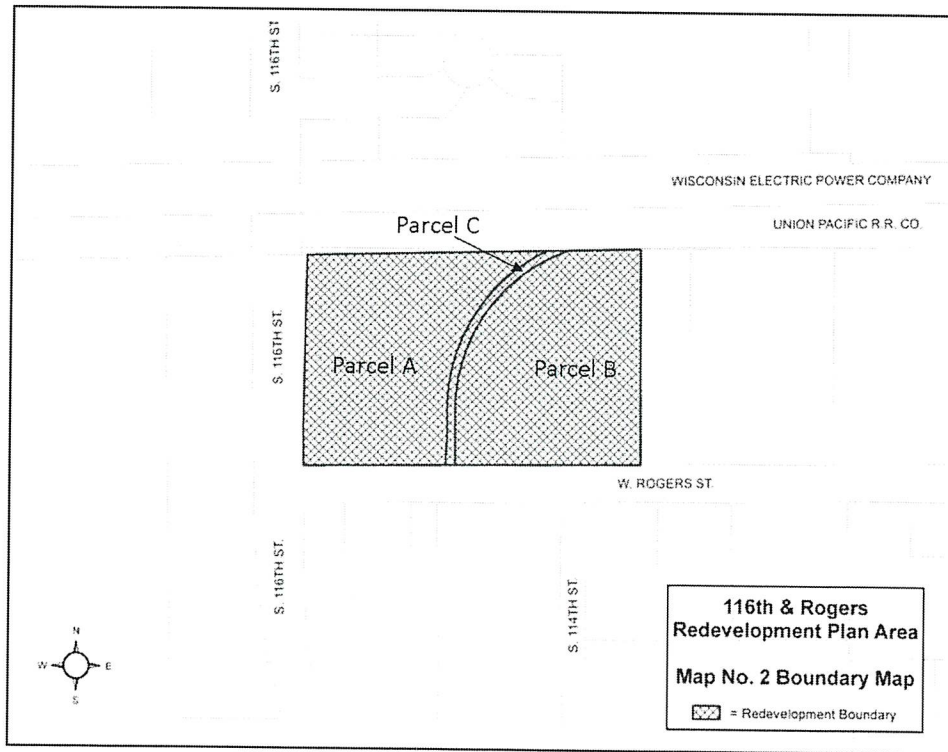
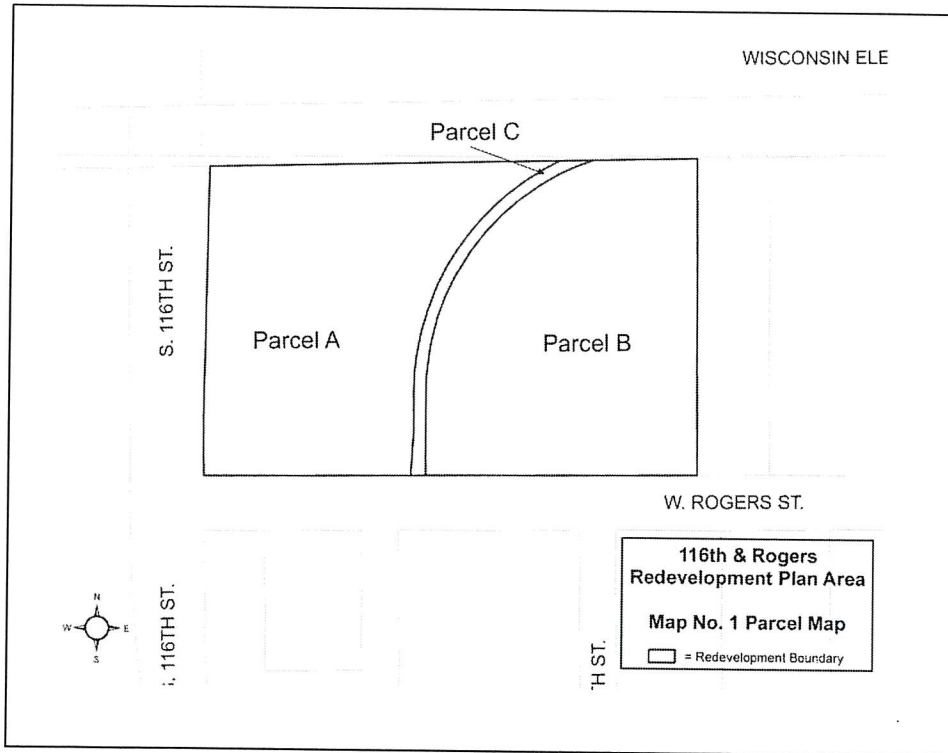
ESTIMATED REDEVELOPMENT COSTS & NET PUBLIC COSTS

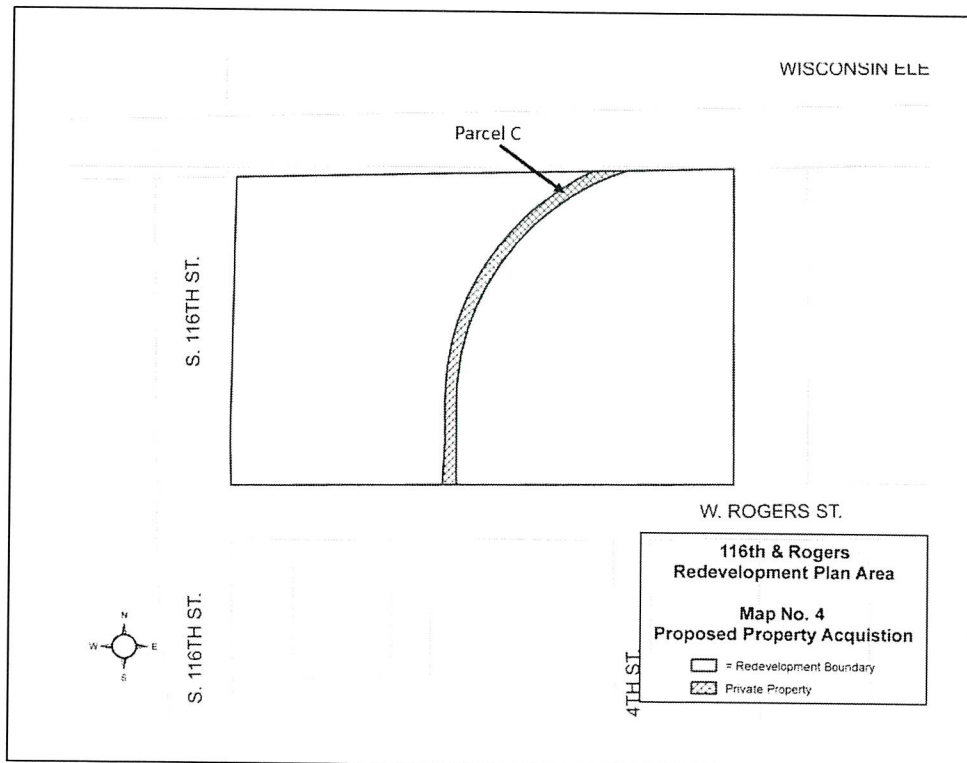
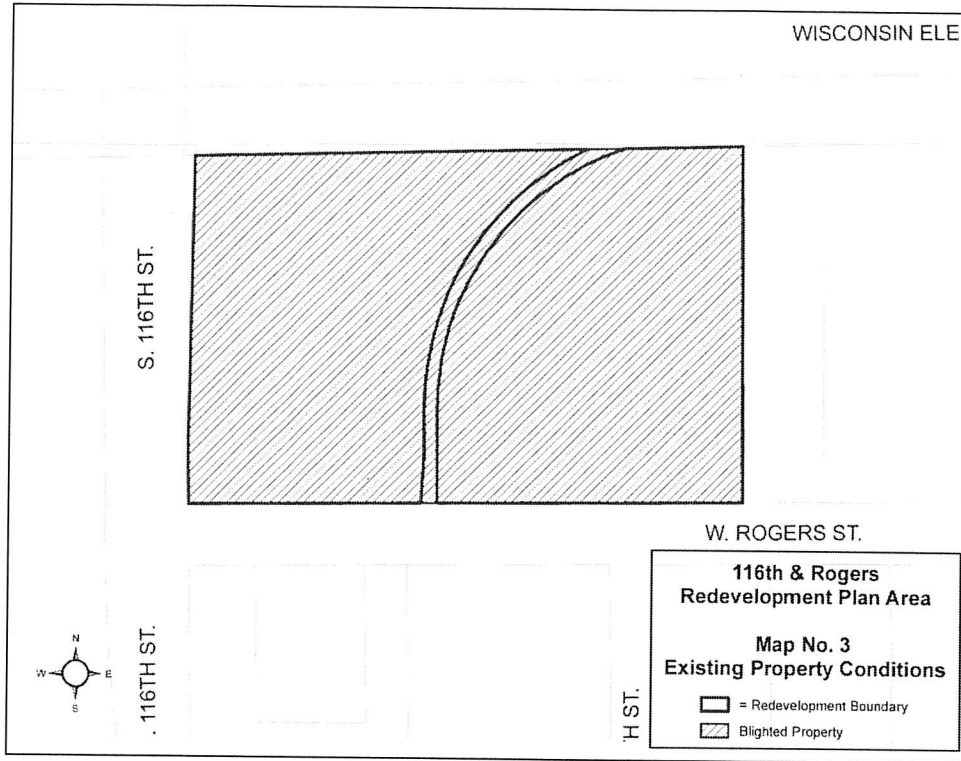
Project Activity	TIF Plan Budget
1. Acquisition	\$2,700,000
2. Relocation	\$0
3. Environmental Clean-Up	\$157,000
4. Demolition	\$315,000
5. Public Infrastructure	\$0
6. Administration	\$255,000
7. Interest Expense	\$0
8. Contingency	\$135,000
TOTAL	\$3,562,000

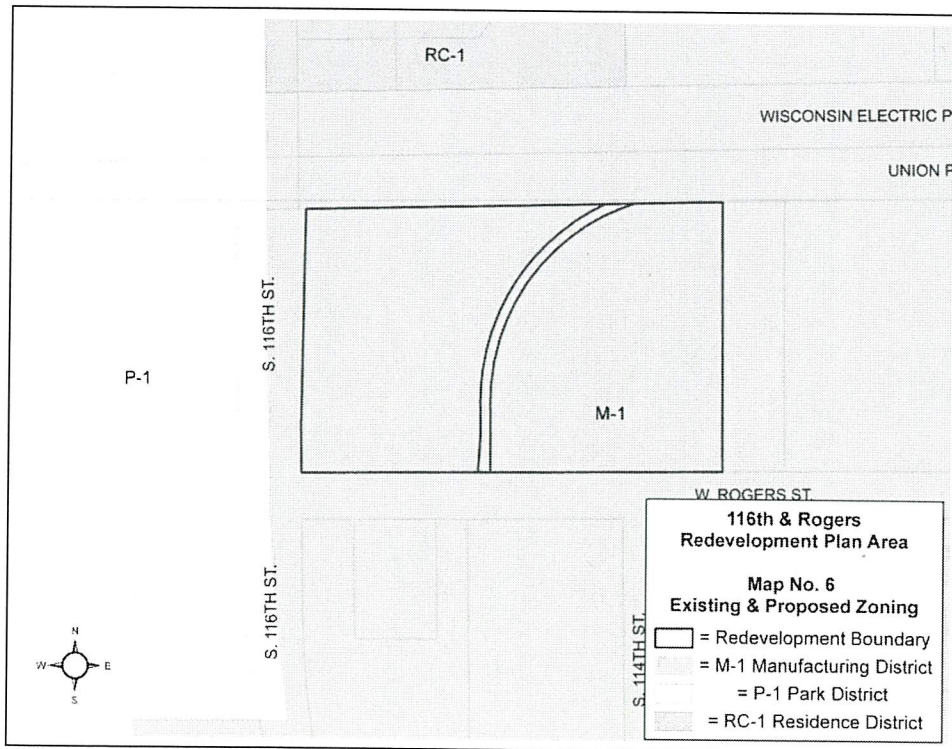
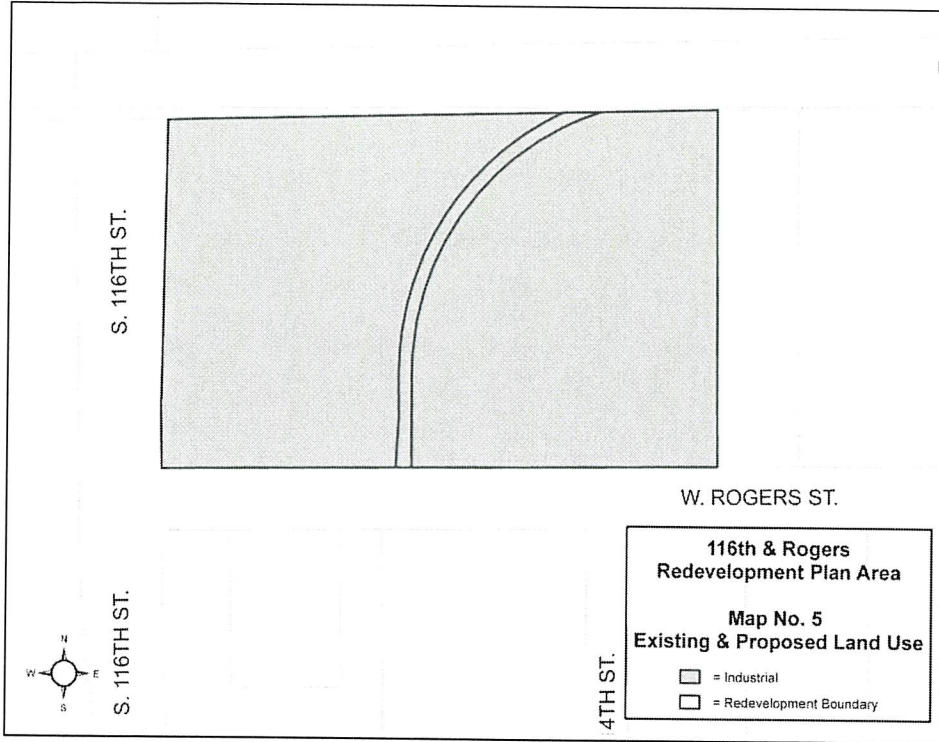
Net Public Costs: \$444,099 – Amount borrowed to complete redevelopment efforts

Projected Revenue Sources	Budget
1. Land Sales	\$500,000
2. Grants (Brownfield, SAG, Ready-for-Reuse)	\$127,000
3. New Market Tax Credit Funds	\$345,000
4. TIF	\$2,590,000
TOTAL	\$3,562,000

Maps









City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0189

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution authorizing a Memorandum of Understanding by and between the Community Development Authority of the City of West Allis and Wangard Partners, Inc. for the former Yellow Freight Terminal properties located at 11406 and 11528 W. Rogers St.

WHEREAS, the Memorandum of Understanding is hereby attached to and made a part of this Resolution; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") owns the properties located at 11406 and 11528 W. Rogers St. that are within Tax Increment Finance District No. Ten (10); and,

WHEREAS, the Authority is interested in working with Wangard Partners, Inc. and the proposal to construct up to a \$13 Million development that includes two buildings consisting of an industrial building and a flex space building with office and industrial space; and,

WHEREAS, the Memorandum of Understanding would provide the outline of terms and conditions to a future Purchase and Sale agreement by the Authority and Wangard Partners, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis that the Director of Development or his designee, is authorized to negotiate the Purchase & Sale and Development Agreements as outlined in the attached Memorandum of Understanding by and between the Community Development Authority of the City of West Allis and Wangard Partners, Inc. for the former Yellow Freight Terminal properties located at 11406 and 11528 W. Rogers St.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Memorandum of Understanding, 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.

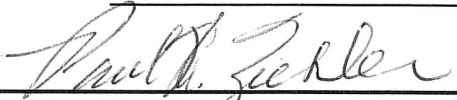
BE IT FURTHER RESOLVED, that the Director of Development, or his designee, be and is hereby authorized and directed to execute and deliver the aforesaid Memorandum of Understanding on behalf of the Community Development Authority of the City of Allis.



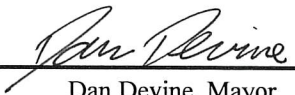
BE IT FURTHER RESOLVED that the Director of Development is hereby authorized to act on behalf of the City of West Allis for said documents, execute and take necessary action, and to undertake, direct and complete activities.

cc: Department of Development

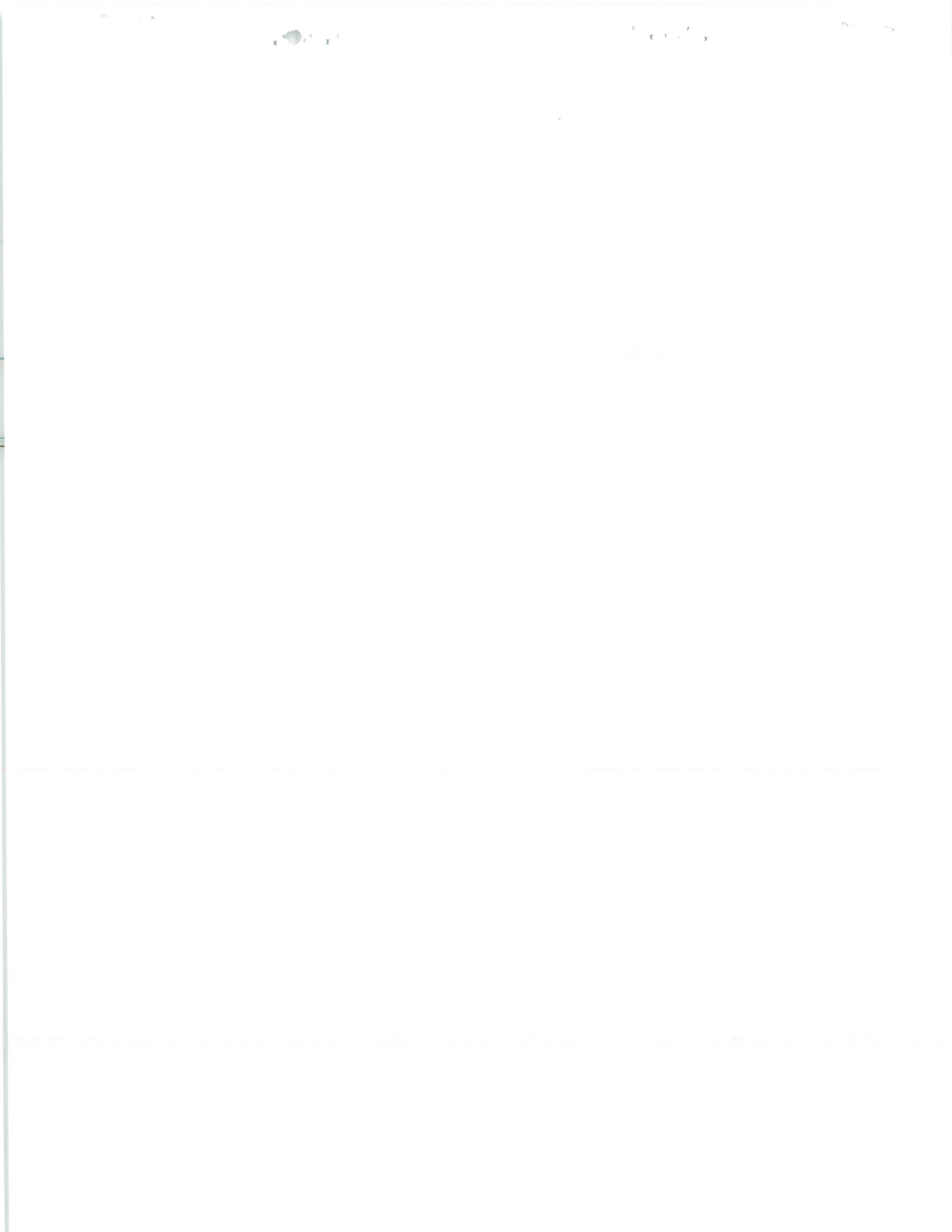
DEV-R-725-9-3-13

ADOPTED SEP 03 2013


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

APPROVED 9/5/13


Dan Devine, Mayor





Memorandum of Understanding

This memorandum of understanding ("MOU") by and between the Community Development Authority of the City of West Allis ("CDA" or "SELLER") and Wangard Partners, Inc., and/or its assigns, ("WPI" or "BUYER") outlines the basic terms and conditions upon which SELLER and BUYER may enter into a Purchase and Sale Agreement for the sale of the Property (defined below) from SELLER to BUYER (the "Purchase and Sale Agreement"), as well as a Development Agreement for BUYER'S development and construction of the Project (the "Development Agreement") on the Property. Upon the execution of this MOU, SELLER and BUYER hereby agree to work in good faith towards the development of the Purchase and Sale Agreement and Development Agreement, and, to that end, agree to have their legal representatives begin preparing both.

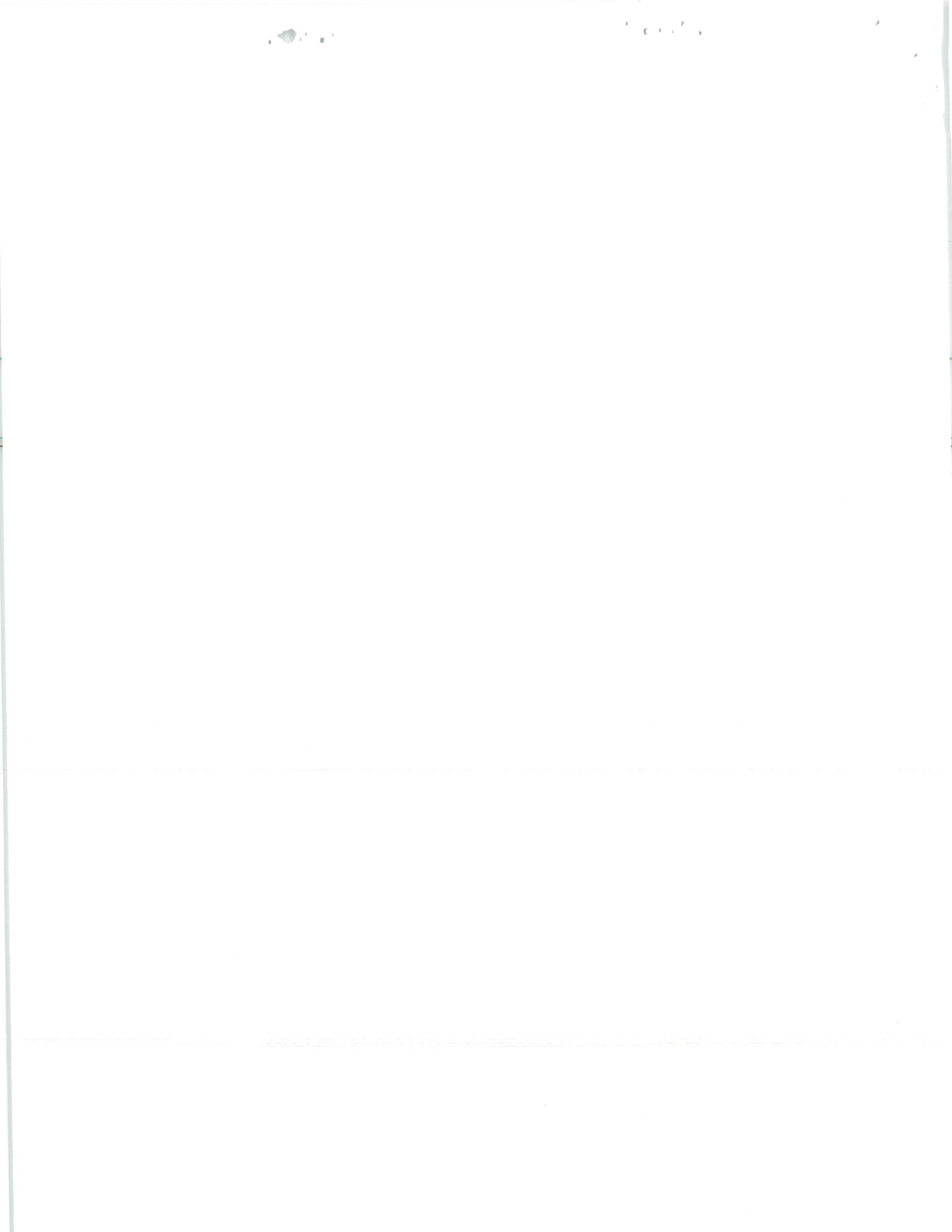
A. PROPERTY AND PROJECT DESCRIPTION.

1. Property: The Property is approximately 9.3 acres of real estate located on 116th Street and Rogers Street in the City of West Allis, and is legally described on **Exhibit A** attached hereto and incorporated herein ("Property" or "Site"). As of the date of this Memorandum, there are improvements located on the Property ("Improvements").

2. Project: The "Project" is intended to consist of an approximately 165,000 square foot multi-tenant industrial facility that will include approximately 7,500 square feet of office and approximately 157,500 square feet of manufacturing and warehouse. The Project will be composed of two (2) buildings. The West Building will be approximately 72,500 SF with 5,000 SF of office. The East Building will be approximately 40,000 SF with 2,500 SF of office with the ability and intention to expand another 52,000 SF. Demolition of the existing "Improvements" by the SELLER, including demolition of the footings and foundation such that Site is "pad ready", will be required to accomplish the Project, as described. As of the date of this Memorandum, it is intended that BUYER or an affiliate of BUYER would own the Project and lease it to multiple tenants pursuant to a long term lease or leases (whether one or more, the "Lease"). It is estimated that the Project cost will be approximately \$12,000,000.00.

B. MOU TERM; PERFORMANCE SCHEDULE; PAYMENT; ACCESS.

1. Term: The term (the "Term") of this MOU shall be for one hundred twenty (120) days after the full execution of this MOU. At the expiration of the Term, this MOU shall be null and void and each party hereto shall not have any obligation.



2. Payment: BUYER will provide a payment in the amount of \$5,000 as a refundable deposit (the "Deposit") to secure the Property during the Term and commence the development agreement process. In the event BUYER and SELLER execute a Purchase and Sale Agreement, then the above-referenced \$5,000 payment shall be deposited into escrow with a title insurance company (the "Title Company") mutually agreed to by the parties hereto and shall be held and disbursed by the Title Company pursuant to the terms of the Purchase and Sale Agreement and any earnest money escrow agreement entered into by and among SELLER, BUYER and the Title Company. In the event BUYER and SELLER do not execute a Purchase and Sale Agreement prior to the expiration of the Term, then the above-referenced \$5,000 payment shall be refunded to BUYER within thirty (30) days, which obligation shall survive the expiration of the Term. Notwithstanding anything to the contrary set forth herein, SELLER may retain \$200 of the Deposit as consideration for the terms and conditions of this MOU.

3. Access: From and after the execution of this MOU by SELLER and BUYER, BUYER and its agents, employees, vendors, contractors, subcontractors and potential tenant shall have reasonable access to the Property to perform investigations, testing and analysis of the Property, so as to determine the condition of the Property and the feasibility of the Project; provided, however, BUYER shall provide SELLER with proof of insurance for anyone performing investigations, testing and analysis of the Property satisfactory to the SELLER. BUYER must restore site to its previous condition if the P&S Agreement is not entered into & the deal is not closed. BUYER must provide SELLER copies of all reports generated from such investigation.

C. CERTAIN PURCHASE AND SALE TERMS:

SELLER and BUYER hereby acknowledge and agree that the Purchase and Sale Agreement and Development Agreement shall set forth the terms related to the sale, conveyance, acquisition and development of the Property as between SELLER and BUYER. This MOU does not obligate SELLER to sell, or BUYER to buy, the Property. To the extent that there is any conflict between the terms and conditions of the Purchase and Sale Agreement or Development Agreement and the terms and conditions of this MOU, the terms and conditions of the Purchase and Sale Agreement or Development Agreement shall control and supercede.

1. Purchase Price: The Purchase Price paid by BUYER to SELLER for the Property shall be \$500,000.00. In addition to the Purchase Price the BUYER will contribute \$345,000 to SELLER for SELLERS site preparation costs; provided, however, prior to BUYER'S contribution SELLER and BUYER will cooperate.

2. As Is, Where Is: Except as otherwise expressly set forth in this MOU, the Purchase and Sale Agreement, the Development Agreement or the deed conveying the Property from SELLER to BUYER (the "Deed"), SELLER has not made, and has no duty or obligation to make, any warranties or representations, written or oral, express or implied, in any way related to the Property.



3. **BUYER's Conditions:** Consistent with an "As Is, Where Is" transaction, BUYER will have opportunity to conduct due diligence and feasibility analysis within the terms of this MOU.

4. **Closing:** Closing will occur after Plan Commission Approval of the Site Plan and Architectural Review, and evidence of a firm financing with no contingencies and/or equity requirements.

D. CERTAIN DEVELOPMENT TERMS.

1. **Incentives:** The SELLER has agreed to provide the following assistance to facilitate the development of the Project:

Loan.

a. The SELLER will provide the BUYER an Economic Development Loan in accordance with US Environmental Protection Agency regulations in the amount of up to \$,800,000 at one and half percent (1.5%) interest on a seven (7) year note, interest only for eighteen (18) months after Closing, and a twenty (20) year amortization thereafter. The Economic Development Loan shall be subordinate to a PNC Bank \$8,000,000 loan and Nex Market Tax Credits provided by First-ring Industrial Redevelopment Enterprise, Inc. (FIRE).

b. Tax Exempt Bonds. The SELLER will cooperate with the BUYER to assist BUYER in its proposed use of double tax exempt bonds for the Project.

2. **Site Plan.** The Property's layout and landscaping standards shall be consistent with the MOU as represented in **Exhibit B.**

3. **Responsibilities of the SELLER:** The following deal points will be the responsibility of the SELLER:

a. Survey/ALTA survey of project area:

i. The SELLER will obtain and provide for, at its sole cost and expense, an ALTA survey with such Table A requirements as BUYER shall reasonably request.

ii. The SELLER will obtain and provide for, at its sole cost and expense, a Certified Survey Map of the site prior to Closing.

b. Title Insurance: The SELLER will obtain and provide for, at its sole cost and expense, an ALTA title insurance policy with gap endorsement and such other endorsements as BUYER shall reasonably request in the amount of the purchase price and from the Title Company.

- c. Utilities and Stormwater: The SELLER has provided a map showing locations of laterals and connections to utilities.

The SELLER makes no representations or warranties on the conditions or suitability of these utilities.

- d. Site Conditions: The SELLER has completed extensive work to facilitate redevelopment of the Site (collectively "Seller's Prior Environmental and Site Work"). The work completed includes, but is not limited to, environmental investigations with the collection of soil and groundwater samples;
- i. All environmental, soil and similar reports and investigations conducted or commissioned by the SELLER will be provided to the BUYER ("Seller's Property Reports").
 - ii. The SELLER has submitted to the Wisconsin Department of Natural Resources (WDNR) a Technical Assistance Request and received a No Further Action Letter from WDNR on July 26, 2010 relative to the YF-West (11528 W. Rogers Street). With this letter, the WDNR agreed that no additional investigation was required except for the final remedy which is maintenance of the site cap, which was part of the LUST case closure described below.
 - iii. Final case closure was granted by the Department of Commerce on April 28, 2008 for the LUST release on the YF-West property with a Land Use Limitation. The Land Use Limitation requires a barrier cap to be maintained in accordance with the Barrier Maintenance Plan, attached as **Exhibit C**.
 - iv. Investigation of a LUST/ERP case in the southwest portion of the YF-East (11406 W. Rogers Street) property was conducted by the prior owner (YRC North American Transportation). Final case closure was granted by the WDNR on September 20, 2011 with continuing obligations. The continuing obligations for the YF-East property include a barrier cap to be maintained in accordance with the Barrier Maintenance plan, attached as Exhibit C, evaluation of vapor intrusion potential while planning future redevelopment and notification prior to disturbance of the barrier.
 - v. Additional investigation conducted by the SELLER indicates that limited low-level contaminants and non-exempt fills are present in the eastern portion of the YF-East property. Additional investigation was requested by the WDNR in their letter dated April 8, 2013 to determine the extent of materials requiring a barrier cap. Both parties agree to use reasonable efforts to ensure that to the fullest extent possible through the planning and construction phase of the Project that efforts will be coordinated between the BUYER and

SELLER to minimize excavation and/or removal of impacted soils wherever practicable. The SELLER agrees that incremental costs incurred relative to the monitoring and disposal of contaminated soil as identified in the GIS registry and generated as part of the proposed construction, will be the responsibility of the SELLER. Any impacted soils left in place will be managed by the BUYER in accordance with **Exhibit C**.

4. Responsibilities of BUYER: The following deal points will be the responsibility of BUYER:

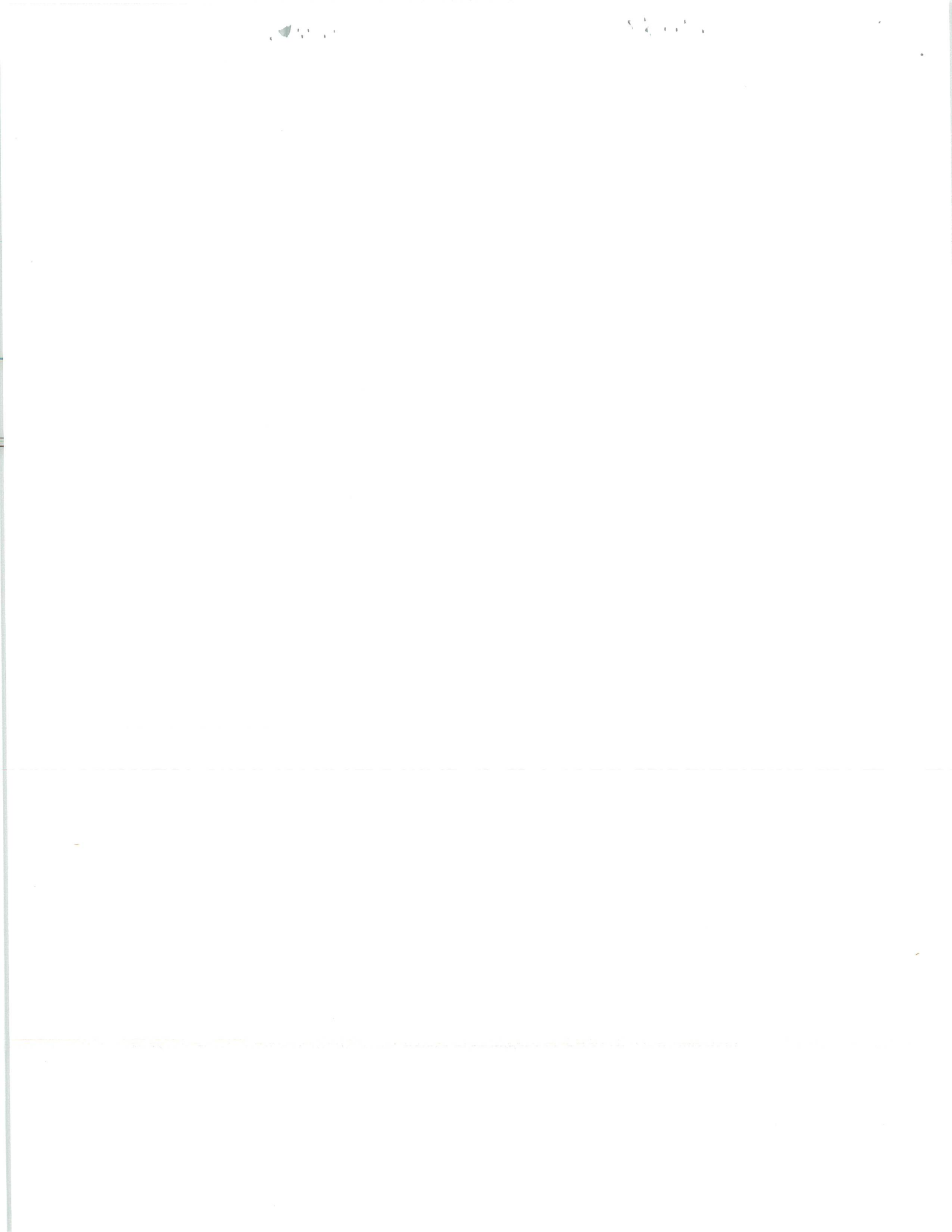
- a. Rendering: BUYER will provide a rendering within thirty (30) days of acceptance of the MOU per the provided City of West Allis Architectural, Site, Landscaping and Signage Standards.
- b. Environmental:
 - i. Upon BUYER'S acquisition of the Property, the BUYER will be required to adhere to all continuing obligations and follow the requirements provided by the WDNR and the Department of Commerce (currently DSPS) as part of NR726 Site Closure. The final responsibility for all such continuing obligations and any cost reimbursement related to such continuing obligations shall be determined by SELLER and BUYER in the Purchase and Sale Agreement.
 - ii. Upon BUYER'S acquisition of the Property, the BUYER will provide the SELLER reasonable access to any subsequent environmental reports or results.
 - iii. Except for an action to enforce SELLER's obligation as set forth herein and as otherwise set forth in this MOU, the Purchase and Sale Agreement, or the Development Agreement, BUYER shall fully release SELLER from any environmental claims, demands or actions of any type. SELLER will have no further obligations with respect to the environmental conditions, except as otherwise set forth in this MOU, the Purchase and Sale Agreement, or the Development Agreement.
- c. Storm Water: Upon BUYER'S acquisition of the Property, the BUYER will need to meet the City of West Allis, WDNR and Milwaukee Metropolitan Sewerage District (MMSD) storm water management requirements. The requirements generally include removal of 40% of the total suspended solids (WDNR regulation) and storm water detention that accounts for a 20% reduction in the runoff rate from the Site compared to the year 2000 development conditions (a MMSD requirement). SELLER acknowledges and agrees that storm water may

be handled offsite and agrees to cooperate with BUYER in BUYER's pursuits to do so.

- d. Guarantee: Based on the Project outlined under Section A Item 2 and the Performance Schedule under Section B, the estimated total construction of an industrial building is approximately \$12 million. Beginning in the first full year after the Buyer acquires the Site, and continuing through the year which is six years after the Project achieves final completion (the "Tax Guaranty Term") as evidenced by an occupancy certificate and a final completion certificate from BUYER'S architect, BUYER, subject to force majeure, will guarantee that the assessed value for the Site is as follows (the "Guaranty Assessment"):

Date	Value
January 1, 2015	\$3,000,000
January 1, 2016	\$6,000,000
January 1, 2017	\$8,000,000
January 1, 2018	\$9,000,000
January 1, 2019	\$9,000,000
January 1, 2020	\$9,000,000
January 1, 2021	\$9,000,000

- i. Subject to ii. below, if during any year of the Tax Guaranty Term, the Site's assessed value is less than the Guaranteed Assessment, then BUYER shall pay to the City of West Allis the difference in the general real estate taxes for such year that would have been payable had the Site been assessed at the Guaranteed Assessment and the general real estate taxes payable with respect to such Site ("Tax Deficiency"), unless such Tax Deficiency is a result of force majeure.
- (a). Force Majeure. For the purposes of this Agreement Force Majeure means in the event that the contract cannot be performed due to causes that are outside the control of the BUYER, such as natural disasters, that could not be evaded through the exercise of due care.ii.
- ii. BUYER will agree that during the Tax Guaranty Term any Tax Deficiency will be treated as a special charge due and owing to the City of West Allis entered upon the tax roll for the year which it is due and owing against the Project.
- e. Public & Private Utilities: All existing and proposed utilities will be installed underground. BUYER is responsible for all connections to utility services. Curb and Sidewalk Replacement: Upon BUYER'S acquisition of the Property, BUYER will be responsible for sidewalk and curb replacement and necessary drive-way apron installation consistent with the final master site plan.



f. Zoning and Land Use:

- i. The Site is currently zoned M-1 Manufacturing. SELLER shall cooperate with BUYER in obtaining all necessary zoning approvals for the Project.
- ii. Site, Landscaping and Architectural Review Procedures apply to all buildings to be built on this redevelopment site.

5. Approval: This MOU is subject to approval by the Common Council of the City of West Allis.

E. CONFIDENTIALITY.

SELLER acknowledges that in the course of the Project's development process SELLER may become aware of certain of BUYER'S confidential and proprietary information, including the names of potential tenants for the Project and financial information regarding BUYER and its affiliates (the names and financial information being collectively referred to herein as, "Confidential Information"). Except as required by applicable law as reasonably determined by SELLER after consultation with a lawyer or as needed to further the transaction contemplated by this MOU, SELLER agrees not to share such Confidential Information to non-BUYER parties.

F. SCHEDULE.

Table 1: Performance Schedule			
Item	Description	Date	Entity
a	Memorandum of Understanding	By October 2013	Executive Director(SELLER) / BUYER
b	Rendering	30 days following full execution of MOU	BUYER/SELLER
c	Purchase and Sale Agreement/Development Agreement	30 days following full execution of MOU	SELLER/BUYER
d	Public Hearing to Sell Land	15 days following full execution of Purchase and Sale Agreement	Common Council
e	Site, Landscaping, Architectural Plan	105 days following full execution of Purchase and Sale Agreement	Plan Commission/ BUYER
f	Construction Drawings	105 days following full execution of Purchase and Sale Agreement	BUYER Submits to Building Inspection & Neighborhood Services

g	Closing	120 days following execution of Purchase and Sale Agreement	SELLER/BUYER
h	Commence Construction	120 days following execution of Purchase and Sale Agreement	BUYER
i	Project Completion	18 months following Closing	BUYER

G. CONTACT INFORMATION.

1. BUYER'S Contact Information:

a. Stewart Wangard
Wangard Partners, Inc.
1200 Mayfair Road, Ste 220
Milwaukee, WI 53226
414-777-1200
swangard@wangard.com

b. Burton Metz
Wangard Partners, Inc.
1200 Mayfair Road, Ste 220
Milwaukee, WI 53226
414-777-1200
bmetz@wangard.com

2. SELLER'S Contact Information:

a. John F. Stibal, Executive Director
Community Development Authority
City of West Allis
7525 W. Greenfield Avenue
(414) 302-8462
jstibal@westalliswi.gov


b. Scott E. Post
City Attorney
City of West Allis
7525 W. Greenfield Avenue
(414) 302-8452
spost@westalliswi.gov

[Signatures Begin on Page]



Parties have executed this Memorandum of Understanding per the signature acceptance date stated below:

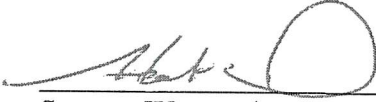
**Community Development Authority
City of West Allis**



John F. Stibal
Executive Director

Dated: 10-10, 2013

Wangard Partners, Inc., and/or assigns,



Stewart Wangard
CEO/Chairman

Dated: 10-14, 2013



List of Exhibits and Appendix

Exhibit A – Legal Description

Exhibit B - Site Plan

Exhibit C –Barrier Maintenance Plan



Exhibit A – Legal Description

Address: 11528 W. Rogers St., West Allis, WI 53227

Tax Key Number: 481-9993-010

Description: Lot 1 of Certified Survey Map No. 749, recorded on October 19, 1967, on Reel 386, Image 686, as Document No. 4351894, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin EXCEPTING THEREFROM THE FOLLOWING: A part of Lot 1, of Certified Survey Map No. 749, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the Northwest corner of said lot; thence North $88^{\circ} 59' 10''$ East along the North line of said Lot, 14.00 feet; thence South $4^{\circ} 15' 19''$ West 130.46 feet to a point which is 3.00 feet East of the West line (measured at right angles) of said Lot; thence South $0^{\circ} 04' 05''$ East 277.00 feet; thence South $89^{\circ} 24' 55''$ West 0.50 feet; thence North $0^{\circ} 35' 05''$ West along the West line of said Lot, 406.88 feet to the point of beginning.

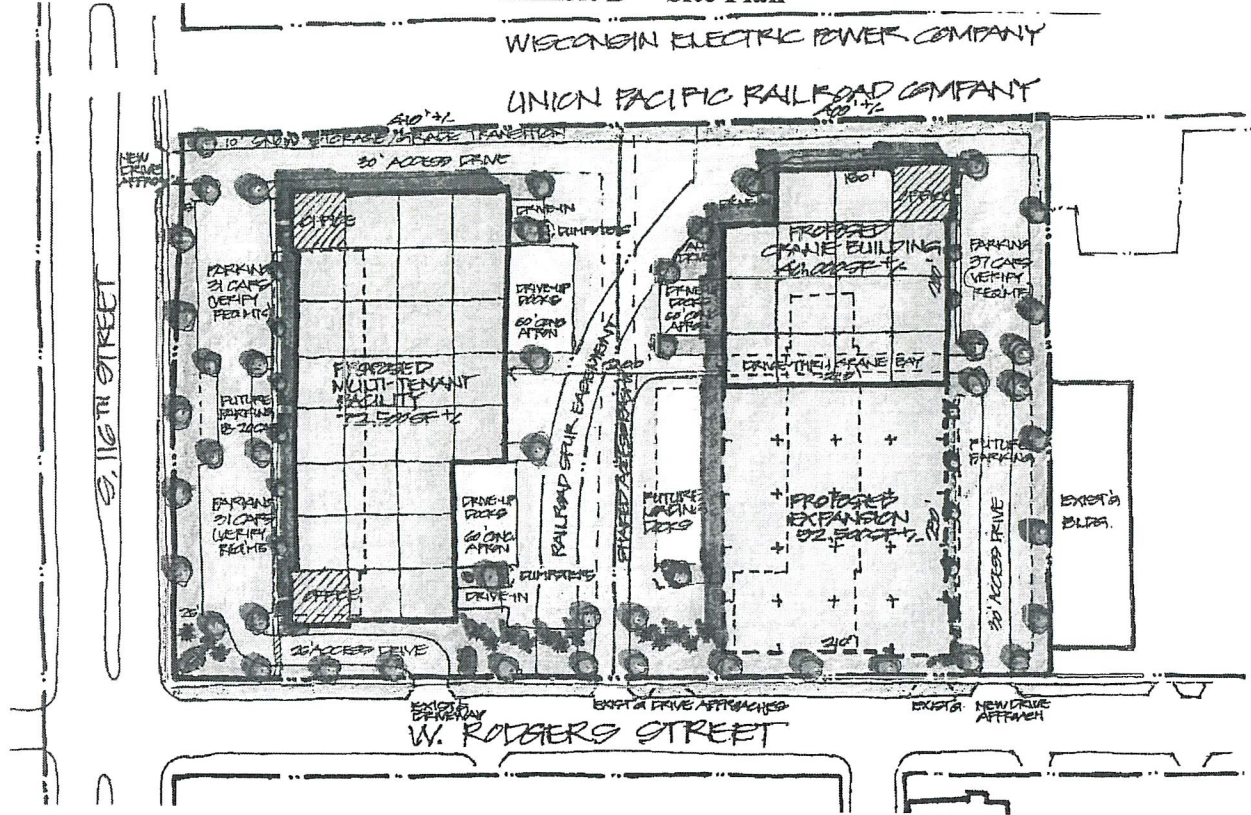
PIN: 481-9993-001

Lot "A" of Certified Survey Map No. 943, recorded on November 29, 1968, on Reel 453, Image 200, as Document No. 4432438, being a division of Lot 3 of Certified Survey Map No. 749, recorded October 19, 1967, on Reel 386, Image 686, as Document No. 4351894, and being part of the Southeast $\frac{1}{4}$ of Section 6, in Town 6 North, Range 21 East, in the City of West Allis, County of Milwaukee, State of Wisconsin.

PIN: 481-9993-013



Exhibit B - Site Plan



WISCONSIN ELECTRIC POWER COMPANY

UNION PACIFIC RAILROAD COMPANY

S. 16th STREET

W. RODGERS STREET



Exhibit C – Barrier Maintenance Plan
(See Attached)



PAVEMENT BARRIER MAINTENANCE PLAN

December 17, 2007

Property Located at:

**11528 West Rogers Street,
West Allis, Wisconsin**

**COMMERCE # 53227-1098-28-A
WDNR BRRTS #03-41-002691**

Legal Description

Lot 1 of Certified Survey Map No. 749 recorded on October 19, 1967, on Reel 386, Image 686, as Document No. 4351894, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Township 6 North, Range 21 East, in the City of West Allis, EXCEPTING THEREFROM THE FOLLOWING:

A part of Lot 1, of Certified Survey Map No. 749, being a part of the Southeast $\frac{1}{4}$ of Section 6, in Township 6 North, Range 21 East, in the City of West Allis, to-wit: Beginning at the Northwest corner of said lot; thence North $88^{\circ}59'10''$ East along the North line of said Lot, 14.00 feet; thence South $4^{\circ}15'19''$ West 130.48 feet to a point which is 3.00 feet East of the West line (measured at right angles) of said Lot; thence South $0^{\circ}04'05''$ East 277.00 feet; thence South $89^{\circ}24'55''$ West 0.05 feet; thence North $0^{\circ}35'05''$ West along the West line of said Lot, 406.88 feet to the point of beginning.

Tax # 481-9993-010

Introduction

This document is the Maintenance Plan for a pavement cover at the above-referenced property in accordance with the requirements of s. NR 724.13(2), Wisconsin Administrative Code. The maintenance activities relate to the existing paved surface occupying the area over the contaminated shallow soil on-site. The contaminated soil is impacted by petroleum compounds. The location of the paved surface to be maintained in accordance with this Maintenance Plan is identified in the attached map (Exhibit A).

Pavement Barrier Purpose

The paved surface overlying the contaminated shallow soil serves as a barrier to prevent direct human contact with residual soil contamination that might otherwise pose a threat to human health. Based on the current and future use of the property, the barrier should function as intended unless disturbed.

Annual Inspection

The paved surface overlying the contaminated shallow soil and as depicted in Exhibit A will be inspected once a year, normally in the spring after all snow and ice is gone, for deterioration, cracks and other potential problems that can cause exposure to underlying soils. The inspections will be performed to evaluate damage due to settling, exposure to the weather, wear from traffic, increasing age, and other factors. Any area where soils have become or are likely to become exposed will be documented. A log of the inspections and any repairs will be maintained by the property owner and is included as Exhibit B, Cap Inspection Log. The log will include recommendations for necessary repair of any areas where underlying soils are exposed. Once repairs are completed, they will be documented in the inspection log. The inspection log must be kept on site and made immediately available for review by the Wisconsin Department of Commerce (Commerce), its successor, and/or other state agency. Do not submit a copy of the log annually.

Maintenance Activities

If problems are noted during the annual inspections or at any other time during the year, repairs will be scheduled as soon as practical. Repairs can include patching and filling operations or they can include larger resurfacing or construction operations. In the event that necessary maintenance activities expose the underlying soil, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample any soil that is excavated from the site prior to disposal to ascertain if contamination remains or assume the soil is solid waste and must be treated, stored, and disposed of by the owner in accordance with applicable local, state and federal law.

In the event the paved surface overlying the contaminated soil is removed or replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in the Maintenance Plan unless indicated otherwise by Commerce or its successor.

The property owner, in order to maintain the integrity of the paved surface, will maintain a copy of this Maintenance Plan on-site and make it available to all interested parties (i.e. on-site employees, contractors, future property owners, etc.) for viewing.

Amendment or Withdrawal of Maintenance Plan

This Maintenance Plan can be amended or withdrawn by the property owner and its successors with the written approval of Commerce.



Pavement Barrier Maintenance Plan
Yellow Freight Systems
December 2007

Contact Information
(as of December 2007)

Site Owner and Operator: Steven Shinnors
YRC Worldwide Enterprise Services, Inc.
10990 Roe Avenue, MS A605
Overland Park, Kansas 66211
(913) 344-3615

Consultant: Jason B. Lowery, P.G.
Terracon Consultants, Inc.
3011B East Capitol Drive
Appleton, Wisconsin 54911
(920) 993-9096

Project Manager: Stephen D. Mueller
Wisconsin Department of Commerce
9316 North 107th Street
Milwaukee, Wisconsin 53224-1121
(414) 357-4704

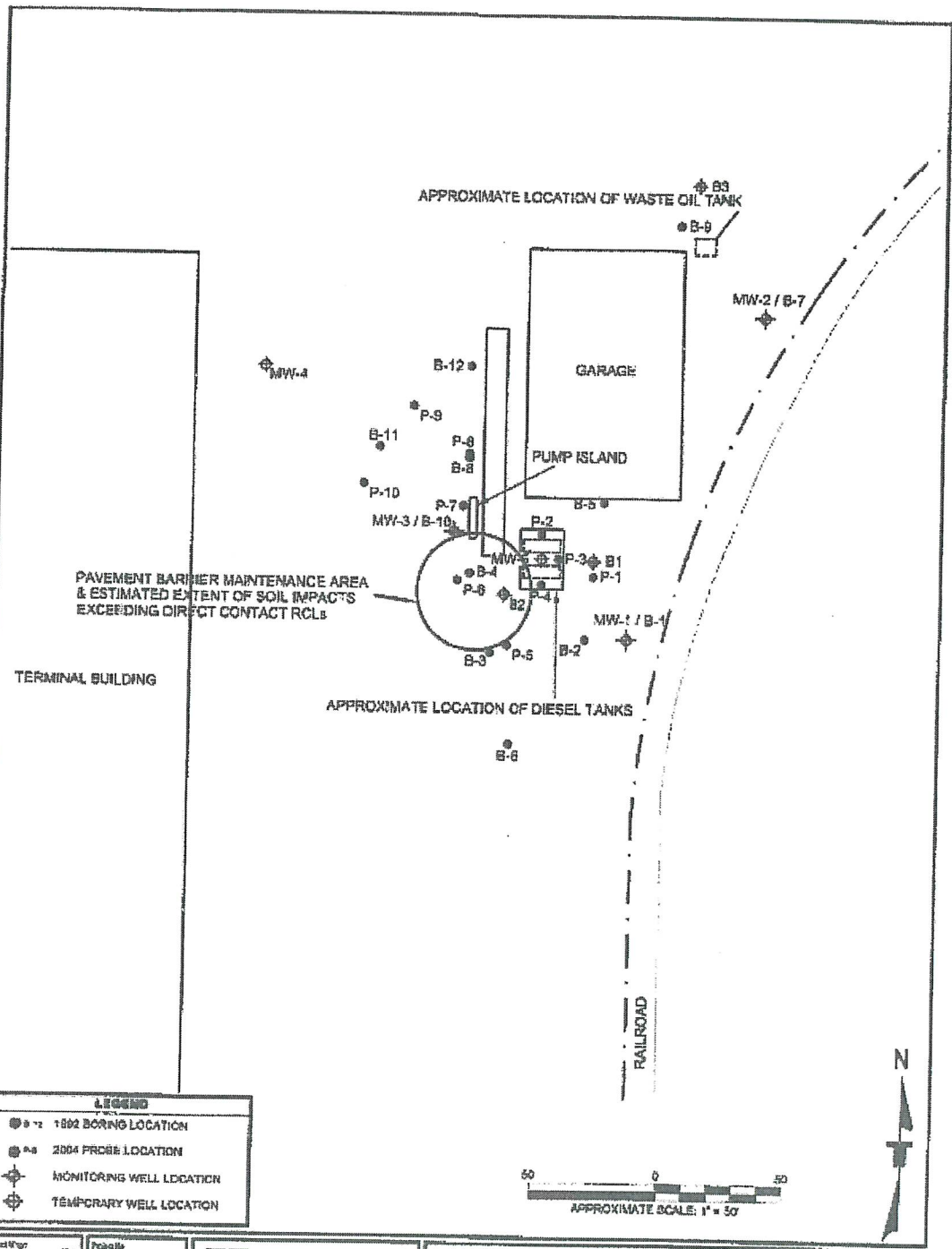
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Project Mgr: JBL	Project No: 32077017	<p>Consulting Engineers and Scientists</p> <p>310 BLUMENT SADDLE DRIVE APPLETON WI 54911 TEL: 920.836.2004 FAX: 920.836.2004</p>	<p>PAVEMENT BARRIER MAINTENANCE PLAN MAP</p> <p>YELLOW FREIGHT SYSTEMS INC YRC WORLDWIDE 11620 WEST ROGERS STREET WEST ALLIS WISCONSIN</p>	<p>EXHIBIT A</p>
Drawn by: AJP (26)	Scale: AS SHOWN			
Checked by: JBL	Rev by: 32077007 am dreg			
Approved by: JBL	Date: 12/14/07			



COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS, WISCONSIN
RESOLUTION NO. 1016
DATE ADOPTED September 10, 2013

Resolution authorizing a Memorandum of Understanding with Wangard Partners, Inc. for the former Yellow Freight Terminal property located at 11406 and 11528 W. Rogers St.

WHEREAS, the Memorandum of Understanding is hereby attached to and made a part of this Resolution; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") hereby recommends Mayor and Common Council approval of the attached Memorandum of Understanding between the Authority and Wangard Partners, Inc., for the former Yellow Freight Terminal property located at 11406 and 11528 W. Rogers St.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Authority authorizes the Executive Director or his designee, to negotiate a Purchase and Sale and Development Agreements as outlined in the attached Memorandum of Understanding by and between the Community Development Authority of the City of West Allis and Wangard Partners, Inc., for the former Yellow Freight Terminal property located at 11406 and 11528 W. Rogers St.

NOW, THEREFORE, BE IT RESOLVED, that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Memorandum of Understanding, 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: _____


John F. Stibal, Executive Director/Secretary
Community Development Authority



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0192

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution authorizing the Director of Development to enter into an amended contract relative to general acquisition and relocation services with Single Source, Inc. in a total amount not to exceed \$10,000.00.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis commonly requires the services of a real estate agent for acquisition, relocation, and other real estate activities associated with various activities including infrastructure improvements and redevelopment projects that include acquisition of real estate or right-of-way and purchase of tax delinquent properties; and,

WHEREAS, the Director of Development has requested and received proposals from qualified consultants for real estate services; and,

WHEREAS, the Department of Development staff have reviewed the proposals and recommends the selection of Single Source, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis, that the Director of Development is authorized to enter into an amended contract relative to general acquisition and relocation services with Single Source, Inc. in a total amount not to exceed \$10,000.00, is hereby accepted and approved.

BE IT FURTHER RESOLVED that the Director of Development be, and is hereby authorized and directed to enter into a contract for the aforesaid services.

BE IT FURTHER RESOLVED that funding for work under this contract for professional real estate services will be made available through various project budgets associated with the work to be performed.

cc: Department of Development
Chris Phinney, Grant Accounting Specialist

DEV-R-728-9-3-13

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1012
DATE ADOPTED: August 13, 2013

Resolution authorizing the Executive Director to enter into amended contracts relative to general acquisition and relocation services with Single Source, Inc. and Terra Venture Advisors, LLC, in a total amount not to exceed \$20,000.00.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") reports that it duly advertised for bids for general acquisition and relocation services; and,

WHEREAS, the Authority received bid responses from both Single Source, Inc. and Terra Venture Advisors, LLC; and,

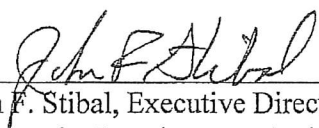
WHEREAS, the Authority entered into a contract with Single Source, Inc. on March 26, 2013 and to date, has not received all the required insurance documents from Terra Venture Advisors, LLC; and,

WHEREAS, the Authority authorizes the Executive Director, or his designee, to execute and deliver amended contracts with both Single Source, Inc. and Terra Venture Advisors, LLC, in a total amount not to exceed \$20,000.

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

1. That the Executive Director, or his designee, is hereby authorized and directed to execute and deliver amended contracts on behalf of the Authority with Single Source, Inc. and Terra Venture Advisors, LLC for general acquisition and relocation services.
2. That the sum of \$20,000 be and is hereby appropriated from applicable Tax Increment Finance Districts, as relevant to the locations where acquisition and relocation services are being provided.
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 Contracts, 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: _____


John F. Stibal, Executive Director
Community Development Authority



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0193

Final Action:

Sponsor(s): Safety & Development Committee

SEP 03 2013

Resolution approving the Cooperation Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis, for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis ("Authority") are desirous of administrating a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.; and,

WHEREAS, through Resolution No. R-2013-0163, the Common Council authorized the Director of Development to enter into a Site Assessment Grant contract by and between the City of West Allis and the Wisconsin Economic Development Corporation in the amount of \$127,000; and,

WHEREAS, the City of West Allis (the "City") recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and,

WHEREAS, the City will maintain records documenting all expenditures made during the Brownfield site Assessment Grant Period.

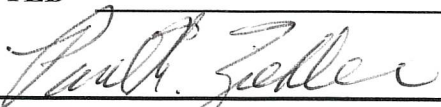
NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the Cooperation Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis, for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St., a copy of which Agreement is attached hereto and made part hereof, is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such 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 the prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

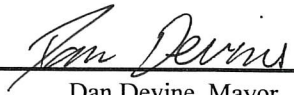
BE IT FURTHER RESOLVED that the Director of Development is hereby authorized to deliver, execute, and fulfill the Agreement.

cc: Department of Development
Grants Accounting Specialist

DEV-R-729-9-3-13

ADOPTED **SEP 03 2013**


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

APPROVED **9/5/13**


Dan Devine, Mayor

**COOPERATION AGREEMENT
BY AND BETWEEN THE CITY OF WEST ALLIS AND THE
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS
FOR THE YELLOW FREIGHT PROPERTY LOCATED AT 11406 W. ROGERS ST.
WITH REGARD TO A \$127,000 WEDC SITE ASSESSMENT GRANT**

This Cooperation Agreement (hereinafter referred to as the "Agreement") is entered into this 13th day of August, 2013, 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 c
& 11406 W. Rogers to redevelop certain blig
the area of TID Number Ten in the City of W
"Project Area"), more particularly described a
attached as "Exhibit A" and made a part here

Ann- 9.313
Please place in
R-2013-0193
+ remove from
"the naughty list"
Thank You -
I put an electronic signed
Copy in Legistar. Barb

properties at 11528
ect") located in
of Wisconsin (the
ndaries, which is
e Assessment

WHEREAS, the City, on behalf of th
Grant from the Wisconsin Economic Development Corporation to address environmental concerns for
11406 W. Rogers St.; and,

WHEREAS, the City shares the goal to attract development and redevelop the Property; and,

WHEREAS, the City, on behalf of the Authority, will manage the grant funds, contract for
services, provide the necessary grant match through TID Number Ten, and complete reporting necessary
to assist the Authority redevelop the property; and,

WHEREAS, the \$127,000 grant budget is hereby attached as "Exhibit B".

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

1. Project Definition. The Parties mutually agree to participate in the redevelopment of the Project Area for the purpose of the aforementioned grant and to facilitate in the attraction of private investment and redevelopment.
2. Approvals. The City will approve all scope of services and contracts associated with the grant. The City of West Allis through the approved TIF budget will provide the required grant match as outlined in "Exhibit B".

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

In the Presence of:

Janette Wondinski

CITY OF WEST ALLIS

By: Dan Devine
Dan Devine, Mayor

In the Presence of:

Barbara J. Burkee

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

By: John F. Stibal
John F. Stibal, Executive Director

Exhibit A - Project Boundaries

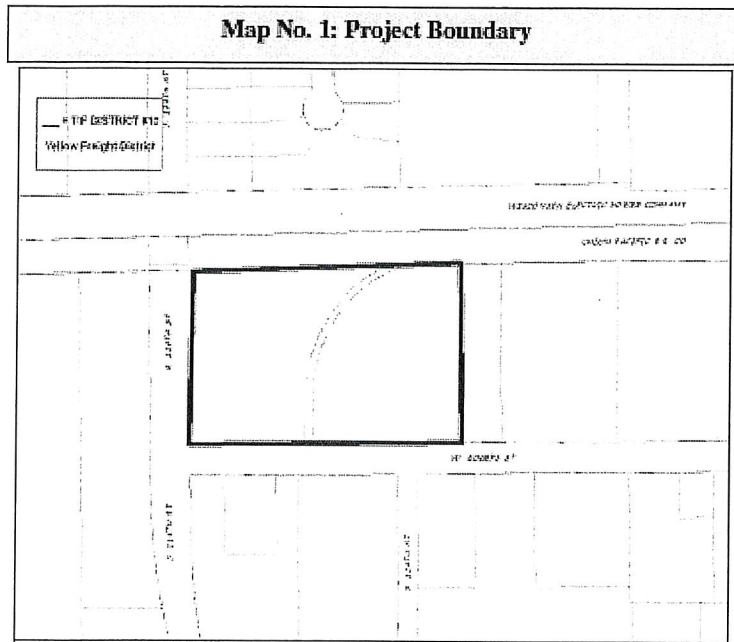


Exhibit B- Grant Budget

PROJECT BUDGET

Code	Project Activities	WEDC SAG Grant	Applicant	Total
0235	Environmental Site Work	\$127,000	\$100,981	\$227,981
0110	Real Estate Acquisition	\$0	\$650,000	\$650,000
Total Eligible Costs		\$127,000	\$750,981	\$877,981

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1014
DATE ADOPTED August 13, 2013

Resolution approving the Cooperation Agreement by and between the City of West Allis and the Community Development Authority of the City of West Allis, for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.

WHEREAS, the City of West Allis and the Community Development Authority of the City of West Allis ("Authority") are desirous of administrating a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St.; and,

WHEREAS, through Resolution No. R-2013-0163, the Common Council authorized the Director of Development to enter into a Site Assessment Grant contract by and between the City of West Allis and the Wisconsin Economic Development Corporation in the amount of \$127,000; and,

WHEREAS, the City of West Allis (the "City") recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and,

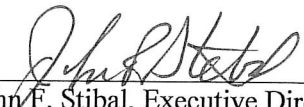
WHEREAS, the City will maintain records documenting all expenditures made during the Brownfield site Assessment Grant Period; and,

THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis that the Cooperation Agreement for the City's administration of a \$127,000 Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for 11406 W. Rogers St., a copy of which Agreement is attached hereto and made part hereof, is hereby approved.

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 the 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 hereby authorized to deliver, execute, and fulfill the Agreement.

Approved: _____


John F. Stibal, Executive Director
Community Development Authority

Attachment: Cooperation Agreement

