



City of West Allis

Meeting Agenda

Common Council

Mayor Dan Devine, Chair
Alderspersons: Suzzette Grisham, Kimberlee Grob, Kevin Haass,
Chad Halvorsen, Danna Kuehn, Patty Novak, Marissa Nowling,
Daniel J. Roadt, Ray Turner and Martin J. Weigel

Tuesday, January 28, 2025

5:00 PM

Meeting ID: 216 026 118 483

Passcode: d9NK3ey6

Dial in by phone

+1 414-939-6451,,687981597#

Phone conference ID: 687 981 597#

SPECIAL VIRTUAL MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [2025-0048](#) January 14, 2025 Common Council Minutes.

Recommendation: Approve

Attachments: [2025-01-14 CC M](#)

D. STANDING COMMITTEE REPORTS

None.

E. NEW AND PREVIOUS MATTERS

2. [R-2025-0041](#) Resolution to amend recruitment and candidate selection process for managerial/executive level positions.

Recommendation: Adopt

Attachments: [Res_R-2025-0041](#)

3. [R-2025-0052](#) Resolution approving the Purchase and Sales agreement, Development agreement, and Development Finance agreement for the sale and redevelopment of land between the Community Development Authority of the City of West Allis, the City of West Allis, and Makers Row QOZB, LLC.

Recommendation: Adopt

Attachments: [Res R-2025-0052](#)
[Development Finance Agreement 1.17.25 clean](#)
[P+S 1.21.2025 kjd Clean](#)
[Development Agreement 1.17.25 clean](#)

4. [R-2025-0054](#) Resolution authorizing the submission of an Entrepreneurship Partner Grant application to Wisconsin Economic Development Corporation (WEDC) to support Economic development to support efforts in growing entrepreneurship and business growth in the city.

Recommendation: Adopt

Attachments: [Res R-2025-0054](#)

5. [2025-0057](#) Veto of the Conditional Use Permit for The Emerald, a proposed Event Space (5,000 or more sq. ft.), at 7546 W. Greenfield Ave.

Recommendation: Postpone until February 11, 2025.

Attachments: [mayor veto 2024-1143 cup emerald](#)

6. [2024-1143](#) Conditional Use Permit for The Emerald, a proposed Event Space (5,000 or more sq. ft.), at 7546 W. Greenfield Ave.

Recommendation: Postpone until February 11, 2025.

F. ADJOURNMENT



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

NOTICE OF POSSIBLE QUORUM

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

NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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



City of West Allis

Meeting Minutes

Common Council

Mayor Dan Devine, Chair

*Alderspersons: Suzzette Grisham, Kimberlee Grob, Kevin Haass,
Chad Halvorsen, Danna Kuehn, Patty Novak, Marissa Nowling,
Daniel J. Roadt, Ray Turner and Martin J. Weigel*

Tuesday, January 14, 2025

7:00 PM

City Hall, Common Council Chambers
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

Mayor Devine called the meeting to order at 7:00 p.m.

B. ROLL CALL

Present 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

C. PLEDGE OF ALLEGIANCE

Led by Ald. Novak.

D. PUBLIC HEARINGS & PRESENTATIONS

1. [2024-1269](#) Rotary Knights Park presentation.

West Allis Rotary Club members, Steve Afeldt and Bill Beres, presented the City with a check of \$14,239.00 for their sponsorship of the "Rotary-Knights Park" located 6501 W. Beloit Rd.

2. [R-2025-0000](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Sponsors: Public Works Committee

Melinda Dejewski, City Engineer, presented.

3. [2024-1143](#) Conditional Use Permit for The Emerald, a proposed Event Space (5,000 or more sq. ft.), at 7546 W. Greenfield Ave.

Steve Schaer, Manager of Planning & Zoning, presented.

The following people spoke regarding this item:

Walter Holtz

John Johnson, 7210 W. Greenfield Ave.

Amy Johnson, 7210 W. Greenfield Ave.

AmyRose Murphy, 1520 S. 76th St.

E. PUBLIC PARTICIPATION

Margaret Morgen, 2433 S. 118th St., and Lothar Hoffmann, 8626 W. Washington St., spoke regarding property taxes.
Lynn Gunderson, 1716 S. 72nd St. spoke regarding T42's pending liquor license application.
Barbara Dahlgren, 1928 S. 56th St., and AmyRose Murphy, 1520 S. 76th St., spoke regarding chickens.

F. ANNOUNCEMENT OF RECESS MEETINGS OF STANDING COMMITTEES

G. MAYOR'S REPORT

None.

H. ALDERPERSONS' REPORT

None.

I. APPROVAL OF MINUTES

- 4. [2024-1222](#) December 10, 2024 Common Council Minutes.

Ald. Haass moved to approve, Ald. Grisham seconded, motion carried.

J. STANDING COMMITTEE REPORTS

None.

K. ITEMS NOT REFERRED TO COMMITTEE (CONSENT AGENDA)

Passed The Block Vote

Ald. Haass moved to approve the Consent Agenda, items #5 - #63, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

- 5. [O-2025-0001](#) Ordinance to create No Parking restrictions in certain areas within the 1400 Block of S. 96th St.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Passed

- 6. [O-2025-0003](#) Ordinance to increase pay for certain non-represented employees by 2% as approved in 2025 Budget, restructure the salary schedule, and revise titles and classifications for various positions.

Sponsors: Alderperson Weigel

Passed

- 7. [O-2025-0005](#) Ordinance to create 30-Minute Parking restrictions from 6am-9pm in certain areas on the east side of the 1400 Block of S. 92nd St.

Sponsors: Alderperson Grisham and Alderperson Kuehn

Passed
- 8. [R-2024-0685](#) Resolution declaring several community events.

Sponsors: Economic Development Committee

Adopted
- 9. [R-2024-0686](#) Resolution authorizing the City Engineer to enter into an agreement for reimbursement from MMSD to fund the disconnection of foundation drains and sanitary lateral rehabilitations on 2024 street reconstructions in an amount not to exceed \$500,000.

Sponsors: Public Works Committee

Adopted
- 10. [R-2024-0698](#) Resolution accepting work of Wolverine Construction, LLC for the demolition of the property at 6901 W. Beloit Rd. and authorizing and directing settlement of said contract in accordance with contract terms of 2024 Project No. 31 for final payment in the amount of \$2,495.00.

Sponsors: Public Works Committee

Adopted
- 11. [R-2024-0699](#) Resolution to facilitate the purchase of 420 96-gallon and 200 64-gallon garbage carts.

Adopted
- 12. [R-2024-0700](#) Resolution approving an agreement with MMSD to receive \$52,000 in funding through the MMSD Green Solutions Program for the installation of Trees in 2025.

Sponsors: Public Works Committee

Adopted
- 13. [R-2024-0701](#) Resolution accepting work of Green Bay Pipe & TV, LLC for the closed-circuit TV Inspection of sanitary & storm sewers at various locations in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2024 Project No. 9 for final payment in the amount of \$500.

Sponsors: Public Works Committee

Adopted

14. [R-2024-0705](#) Resolution accepting work of MJ Construction, Inc. for the storm sewer install & sanitary spot relays at various locations in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 16 for final payment in the amount of \$1,279.50.

Sponsors: Public Works Committee

Adopted

15. [R-2024-0707](#) Resolution Approving an Agreement with MMSD to receive \$34,880 in funding through the MMSD Green Solutions Program for the installation of Green Infrastructure in the intersection of S. 62nd St. and W. Lapham St.

Sponsors: Public Works Committee

Adopted

16. [R-2025-0001](#) Resolution accepting work of LaLonde Contractors, Inc. for the street and alley reconstruction at various locations in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2023 Project No. 5 for final payment in the amount of \$7,901.56.

Sponsors: Public Works Committee

Adopted

17. [R-2025-0002](#) Resolution granting a Privilege to JLY Properties, LLC for property located at 6206-10 W. Lincoln Ave. (Tax Key No. 475-0376-000).

Adopted

18. [R-2025-0003](#) Resolution granting a Privilege to Libbey Richard & Eva Revocable Trust for property located at 6131-35 W. Greenfield Ave. (Tax Key No. 454-0063-000).

Adopted

19. [R-2025-0004](#) Resolution granting a Privilege to John H Knecht & Diane M Knecht for property located at 5801-03 W. National Ave. / 1331 S. 58 St. (Tax Key No. 438-0448-000).

Adopted

20. [R-2025-0005](#) Resolution granting a Privilege to 80 West Allis, LLC for property located at 1414 S. 65 St. & 6401-25 W. Greenfield Ave. (Tax Key No. 454-0635-001).

Adopted

21. [R-2025-0006](#) Resolution granting a Privilege to MJ Matel LLC for property located at 7308-12 W. Greenfield Ave. (Tax Key No. 440-0382-000).

Adopted

- 22. [R-2025-0007](#) Resolution accepting work of Wolf Paving Co., Inc. for the street construction & utility adjustments at W. Becher St from S. 92nd St. to S. 99th St. in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2022 Project No. 14 for final payment in the amount of \$2,000.

Sponsors: Public Works Committee

Adopted

- 23. [R-2025-0008](#) Resolution accepting work of LaLonde Contractors, Inc. for the street reconstruction at W. Boone Ave. from S. 82nd St. to S. 88th St. in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2023 Project No. 3 for final payment in the amount of \$13,347.48.

Sponsors: Public Works Committee

Adopted

- 24. [R-2025-0009](#) Resolution accepting work of LaLonde Contractors, Inc. for the resurfacing of the municipal parking lot in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2023 Project No. 11 for final payment in the amount of \$500.

Sponsors: Public Works Committee

Adopted

- 25. [R-2025-0010](#) Resolution granting a Privilege to First United Methodist Church West Allis for property located at 1574-82 S. 76 St. / 7520 W. Lapham St. (Tax Key No.453-0356-000).

Adopted

- 26. [R-2025-0011](#) Resolution granting a Privilege to Lutz Land Management LLC for property located at 6832 W. Becher St./2074 S. 69th St. (Tax Key No.476-0106-000).

Adopted

- 27. [R-2025-0012](#) Resolution granting a Privilege to Lutz Land Management LLC for property located at 6807 W. Becher St./2105 S. 68th St. (Tax Key No. 476-0154-000).

Adopted

- 28. [R-2025-0013](#) Resolution granting a Privilege to Lutz Land Management LLC for property located at 6918-22 W. Becher St. (Tax Key No. 476-0086-000).

Adopted

- 29. [R-2025-0014](#) Resolution granting a Privilege to Lutz Land Management LLC for property located at 6531-33 W. Mitchell St. (Tax Key No. 454-0295-001).

Adopted

30. [R-2025-0015](#) Resolution granting a Privilege to Lutz Land Management LLC for property located at 2079 S. 69th St. (Tax Key No. 476-0085-000).

Adopted

31. [R-2025-0016](#) Resolution to approve a contract with Ramboll for providing remedial oversight assistance at the former City waste transfer station site located at 5032 W. Rogers St. for the construction of the new public works facility located at 1906 S. 53rd St., in an amount not to exceed \$15,700.

Sponsors: Public Works Committee

Adopted

32. [R-2025-0020](#) Resolution relating to the reorganization of the Human Resources Department and City Administrator's Office and the addition of a Human Resources Generalist position.

Adopted

33. [R-2025-0021](#) Resolution accepting work of Zenith Tech, Inc. for the street pavement patching, pavement marking & traffic calming at various locations in the City of West Allis and authorizing and directing settlement of said contract in accordance with contract terms of 2023 Project No. 12 for final payment in the amount of \$12,325.43.

Sponsors: Public Works Committee

Adopted

34. [R-2025-0022](#) Resolution to authorize the fire department to accept funding under the Bureau of Justice Comprehensive Opioid, Stimulant, Substance Use Program (COSSUP) grant.

Sponsors: Public Works Committee

Adopted

35. [R-2025-0024](#) Resolution granting a Privilege to MLSD Investments Incorporated for property located at 6801-03 W. Beloit Rd. (Tax Key No. 489-0001-000).

Adopted

36. [2024-1282](#) Renewal applications for Pawn Shop, Secondhand Stores, and Secondhand Jewelry Dealers for:
- SJ Campbell & Associates LLC d/b/a MAC Costumes, 7226 W. Greenfield Ave. (PNSH-24-2)
- Prolific Arms LLC d/b/a Prolific Arms, 2192 S. 60th St. (PNSH-23-8)
- Diane's Designs d/b/a Diane's Designs, 7344 W. Greenfield Ave. (PNSH-22-22)
- Ultratwist Vintage d/b/a Ultratwist Vintage, 7730 W. National Ave. (PNSH-23-1)
- Granted**
37. [2024-0400](#) Claim by Rebecca Swanson for alleged property damage at 6944 W. Beloit Rd., on April 25th, 2024.
- Placed on File**
38. [2024-0742](#) Claim by William Jensen for alleged property damage at W208 N16586 S. Center St. Apt. #3, Jackson, WI., on July 12, 2024.
- Denied**
39. [2024-0755](#) Claim by Cristina Gonzalez for alleged personal injury at 2060 S. 86th St. on September 18, 2024.
- Denied**
40. [2024-0756](#) Claim by Nahlanny Rivera Gonzalez for alleged personal injury at 2060 S. 86th St. on September 18, 2024.
- Denied**
41. [2024-0768](#) Claim by Schlossmann Honda City for alleged property damage at W. Beloit Rd and W. Oklahoma Ave. on October 18, 2024.
- Placed on File**
42. [2024-0929](#) Claim by Caley Hincak for financial reimbursement at 8520 W. Arthur Ave., on November 8, 2024.
- Placed on File**
43. [2024-0968](#) Claim by Alexis McGregor for alleged property damage at Milwaukee County, on October 22, 2024.
- Denied**
44. [2024-1014](#) Claim by Devon Driver for alleged property damage at 11301 W. Lincoln Ave., on August 20, 2024.
- Denied**

45. [2024-1213](#) Claim by Devin Williams regarding alleged personal injury in West Allis on February 4th, 2024.
Referred to City Attorney
46. [2024-1214](#) Claim by Cedric Banks regarding alleged personal injury in West Allis on May 9th, 2024.
Referred to City Attorney
47. [2024-1266](#) Claim by Cornelius Armstrong regarding alleged property damage at 2832 N. 12th St. Lower Unit, on December 10th, 2024.
Referred to City Attorney
48. [2024-1272](#) Claim by Adam Locke regarding alleged physical injury on July 14, 2024.
Referred to City Attorney
49. [2025-0005](#) Lawsuit regarding a foreclosure of mortgage (2024CV010352) for property at 5961 N. 77th St.
Referred to City Attorney
50. [2023-0724](#) Claim by Progressive on behalf of Maria Fortis, regarding vehicle damage at 108th and Cleveland Ave. on August 10, 2023.
Placed on File
51. [2024-0172](#) Claim by Cassidy Gaidish for alleged property damage at 9606 W. Lapham St. on March 1, 2024.
Placed on File
52. [2024-0541](#) Claim by Bruce & Luanne Landgraf for alleged property damage at 12232 W. Holt Ave. on April 15, 2024.
Placed on File
53. [2024-0429](#) Claim by Jasmine Santiago for alleged property damage at 8405 W. National Ave., on June 7th, 2024.
Placed on File
54. [2024-0217](#) Claim by Bryan Kainz regarding excessive force and personal injuries sustained on December 17, 2023.
Denied
55. [2024-0600](#) Claim by Todd Ockwood for alleged property damage at S. 124th St. and W. Greenfield Ave. on August 19, 2024.
Denied
56. [2024-0097](#) Claim by Beth Schoenwetter-Leukam for alleged property damage at 5400 W. Hayes Ave., on January 13, 2024.
Denied
57. [2025-0002](#) Claim by Anne Farrey regarding alleged property damage on December 30, 2024, at 637 S. 93rd St.
Referred to City Attorney

- 58. [2025-0000](#) Resignation of Rebecca Grill, City Administrator/Clerk.
Placed on File
- 59. [2024-1267](#) Appointment of Tracey Uttke to Deputy Clerk.
Placed on File
- 60. [2024-1182](#) November 2024 Municipal Judge Report, consisting of all fines, costs and fees collected by the City of West Allis in the sum of \$81,526.42.
Placed on File
- 61. [2025-0001](#) Finance Director/Comptroller submitting report for December 2024 indicating City of West Allis checks issued in the amount of \$7,656,828.22.
Placed on File
- 62. [2025-0032](#) Communication recommending the appointment of Richard G. Pfaff to the position of Interim City Administrator effective February 24, 2025.
Placed on File
- 63. [2025-0038](#) Resignation of Jenny Kosek, Director of Marketing & Engagement.
Placed on File

L. COMMON COUNCIL RECESS

Ald. Haass moved that the Council recess until completion of the Standing Committee meetings, Ald. Grisham seconded, motion carried.

The Council recessed at 8:04 p.m. and reconvened at 9:01 p.m.

M. NEW AND PREVIOUS MATTERS

PUBLIC WORKS COMMITTEE

Committee convened at 8:11 p.m.

- 64. [R-2025-0000](#) Resolution to confirm and adopt the report of the City Engineer containing the schedule of proposed assessments for improvement of various streets by concrete reconstruction.

Sponsors: Public Works Committee

Committee Action:

Ald. Grisham moved to adopt, Ald. Haass seconded, motion carried.

Ald. Haass moved to adjourn at 8:12 p.m., Ald. Grisham seconded, motion carried.

Council Action: Adopted

ECONOMIC DEVELOPMENT COMMITTEE

Committee convened at 8:13 p.m.

Passed The Block Vote

Ald. Kuehn moved to approve items #65 - #70, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

65. [2024-1143](#) Conditional Use Permit for The Emerald, a proposed Event Space (5,000 or more sq. ft.), at 7546 W. Greenfield Ave.

Committee Action:

Ald. Weigel moved to approve with the following amendments:

Maximum capacity of 200 people for 12 months with a closure at 1 a.m., Ald. Novak seconded, motion carried with one no from Ald. Nowling.

Council Action: Approved as amended.

66. [R-2025-0019](#) Resolution to approve a Commercial Facade Improvement Project Contract by and between the City of West Allis and Walter Holtz, owner of the property located at 7546 W. Greenfield Ave., in the amount not to exceed \$65,000.

Committee Action:

Ald. Weigel moved to adopt, Ald. Nowling seconded, motion carried.

Council Action:

Adopted

67. [2024-1144](#) New Class B Tavern and Public Entertainment License for Deco Venue LLC, d/b/a The Emerald, 7546 W. Greenfield Ave. Agent: Wally Holtz. (ALC-24-34)

Committee Action:

Ald. Nowling moved to grant with the following amendments:

Agent is Noreen Higginbohem, and to operate as a banquet hall. Ald. Novak seconded, motion carried.

Council Action: Granted as amended.

68. [2024-1186](#) New Class B Tavern and Public Entertainment License for Mugshotz West Allis LLC, d/b/a Drunk Uncle, 1902 S. 68th St. Agent: Gregory Steffek. (ALC-24-33)

Committee Action:

Ald. Novak moved to deny due to discrepancies in the application, and the current violations of Wis. Stat. 125.26(2)(a). Ald. Nowling seconded, motion carried.

Council Action: Denied

69. [2024-1283](#) New Class B Tavern and Public Entertainment License for Petrichor Flow LLC, d/b/a T42, 1825 S. 72nd St. Agent: Kearsten Netzel-Engel. (ALC-24-35)

Committee Action:

Ald. Kuehn moved to deny due to operating without proper licensing, and a nightclub not being a type of use that fits well in the surrounding residential neighborhood. Ald. Nowling seconded, motion carried.

Council Action: Denied

70. [R-2025-0023](#) Resolution approving the appointment of Daniel Adamczyk to the Code Enforcement Director position.

Committee Action:

Ald. Nowling moved to adopt, Ald. Novak seconded, motion carried.

Ald. Novak moved to adjourn at 8:56 p.m., Ald. Grob seconded, motion carried.

Council Action: Adopted

PUBLIC SAFETY COMMITTEE

Committee convened at 8:12 p.m.

Passed The Block Vote

Ald. Grisham moved to approve items #71 - #76, motion carried by roll call vote:

Aye: 10 - Ald. Grisham, Ald. Grob, Ald. Haass, Ald. Halvorsen, Ald. Kuehn, Ald. Novak, Ald. Nowling, Ald. Roadt, Ald. Turner, Ald. Weigel

No: 0

71. [2024-1116](#) New Operator's License (Bartender/Class D Operator) application for Anthony Ferguson. (BART-1359)

Committee Action:

Ald. Haass moved to grant, Ald. Halvorsen seconded, motion carried.

Council Action:

Granted

72. [2024-1279](#) New Operator's License (Bartender/Class D Operator) application for Jessica Sobjinski. (BART-1364)

Committee Action:

Ald. Haass moved to grant, Ald. Halvorsen seconded, motion carried.

Council Action:

Granted

73. [2024-1280](#) New Operator's License (Bartender/Class D Operator) application for Casey Jupp. (BART-1360)

Committee Action:

Ald. Turner moved to deny based on background check and failure to exhibit signs of rehabilitation, Ald. Roadt seconded, motion carried.

Council Action:

Denied

74. [2024-1281](#) New Operator's License (Bartender/Class D Operator) application for Erik Vargas Almeida. (BART-1375)

Committee Action:

Ald. Halvorsen moved to grant, Ald. Turner seconded, motion carried.

Council Action:

Granted

75. [2025-0022](#) New Operator's License (Bartender/Class D Operator) application for Vaneashea Lucas. (BART-1373)

Committee Action:

Ald. Grisham moved to grant, Ald. Turner seconded, motion carried.

Council Action:

Granted

76. [2025-0031](#) Summons and complaint against Super Bottle LLC d/b/a/ Super Bottle, 1357 S. 76th St. Agent: Rupinderjit Singh

Committee Action:

Agent, Rupinderjit Singh, admitted to both counts presented. A hearing will be scheduled for a later date.

Ald. Haass moved to adjourn at 8:41 p.m., Ald. Halvorsen seconded, motion carried.

Council Action:

No action taken

N. ADJOURNMENT

Ald. Haass moved to adjourn at 9:05 p.m., Ald. Grisham seconded, motion carried.

Next scheduled meeting is February 11, 2025 at 7:00 p.m.



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NON-DISCRIMINATION STATEMENT

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

AMERICANS WITH DISABILITIES ACT NOTICE

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

LIMITED ENGLISH PROFICIENCY STATEMENT

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

**CITY OF WEST ALLIS
RESOLUTION R-2025-0041**

**RESOLUTION TO AMEND RECRUITMENT AND CANDIDATE SELECTION
PROCESS FOR MANAGERIAL/EXECUTIVE LEVEL POSITIONS**

AMENDING POLICY P310 AND REPEALING POLICIES 404 AND 1442

NOW THEREFORE, be it resolved by the Council of the City Of West Allis, in the State of Wisconsin, as follows:

SECTION 1: AMENDMENT “P310 Recruitment” of the City Of West Allis Policies & Procedures is hereby *amended* as follows:

AMENDMENT

P310 Recruitment

1. ~~Approval to~~ Recruiting for Municipal Court and Library Positions. This procedure shall not apply to positions supervised by the municipal judge or the library board.
2. Recruiting for Executive/Managerial/Deputy-Assistant Level Positions
 - a. Interim Appointments. The appointing authority may appoint a person to serve any position in an interim capacity while recruiting for an open position. An interim appointment shall end upon a permanent appointee taking office to the position. The person appointed in the interim may be a candidate for that position.
 - b. Deputy Positions. Any department head who is authorized by Wis. Stat. 62.09 to appoint a deputy may do so at their discretion. Any other department head may appoint a deputy only if that appointment is approved by the city administrator.
 - c. Expedited Process for Internal Candidate. If the appointing authority determines that a current or former City employee is qualified for the position, that appointing authority may immediately consider that candidate for the position without recruiting any other candidates. The appointing authority may appoint the person to that position if the terms of employment are acceptable. If the candidate is not appointed to the position, the appointing authority may recruit other candidates.
 - d. Recruitment Process. Unless an internal candidate is being considered for a position, the appointing authority and the human resources manager shall determine the appropriate recruiting and interview techniques for the type of position to be filled.
 - e. ~~Interview~~ in Applicant Expense Reimbursement. The appointing authority may offer reimbursement of reasonable interviewing expenses if the position was

open to the public and advertised statewide or nationally. This applies to the first and any subsequent interviews. Reasonable expenses may include mileage at standard city rates (if more than 200 miles one-way), a meal per diem at standard city rates, and actual lodging and parking fees.

f. Employment Offers. After a candidate is selected for appointment, the appointing authority shall establish the terms and conditions of employment with the candidate and offer the position to the candidate contingent upon acceptable results from any of the following, to the extent made applicable by the appointing authority depending on the position to be filled:

i. Reference check

ii. Criminal background check

iii. Medical examination consisting of a drug test and/or physical examination

iv. Verifying educational credentials, licenses, and/or certifications

v. Credit record check

g. Rescinding an Employment Offer. If the results of a post-offer check produce an unacceptable result, the human resources manager and city attorney shall determine how to rescind the employment offer and notify the candidate.

3. Recruiting for All Other Positions

a. Approval to Recruit

b. Interviewing

c. Applicant Expense Reimbursement. In exceptional circumstances, a candidate for a position other than an Executive/Managerial/Deputy-Assistant level position may be reimbursed for interviewing expenses if reimbursement is requested by the supervising department head and that request is approved by the chair of the administration committee.

d. Employment Offers

e. Probationary Status

SECTION 2: **REPEAL** “404 Recruitment And Hiring Process For Executive/Managerial/Deputy-Assistant Service Positions” of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~404 Recruitment And Hiring Process For Executive/Managerial/Deputy-Assistant Service Positions (Repealed)~~

1. PURPOSE

To describe the policies and procedures to be followed for the recruitment, selection, appointment and confirmation of Executive/Managerial/Deputy-Assistant Service Positions.

2. ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to all City of West Allis Departments. This policy does not apply to the elected officials, or employees in the Police Department, Fire Department, Municipal Court, or Library.

3. POLICY

It is the policy of the City of West Allis to follow a uniform set of procedures for the recruitment and hiring of Executive/Managerial/Deputy-Assistant Service Positions.

4. REFERENCES

Wisconsin Statutes Sections – 17.23 and 62.09

City of West Allis Revised Municipal Code, Section 2.02 City of West Allis Revised Municipal Code, Section 2.76 City of West Allis Policies –

- a. 1110 – Creating, Maintaining and Administering Compensation/Salary Ranges
- b. 1107 – Required Approvals for Filling Vacant, Budgeted Positions

5. DEFINITIONS

- a. Outside Expert is a person qualified by education, training, experience, occupation, or present position; not currently employed by the City of West Allis.
- b. Executive/Managerial/Deputy-Assistant Service positions are defined in Section 2.76 (4) (a) 5 of the City of West Allis Revised Municipal Code.

6. RESPONSIBILITIES AND EXCLUSIONS:

- a. It shall be the responsibility of the Mayor, Common Council, City Administrator, Human Resources Director, and Department Heads to cooperate for the recruitment and hiring process of Executive/Managerial/Deputy-Assistant Service Positions.
- b. When the Human Resources Director is the position being filled, the Human Resources Director shall not be involved in any portion of the process and instead, the City Administrator shall assume the responsibilities of the Human Resources Director and another Executive Service member may assist.
- c. When the City Administrator is the position being filled, the City Administrator shall not be involved in any portion of the process and instead, the Mayor or designee shall assume the responsibilities of the City Administrator.
- d. The Administration and Finance Committee is responsible for the consideration of Executive Service Appointments.
- e. The Common Council standing Committee to which the Department reports shall consider the Managerial/Deputy-Assistant Service Appointments.
- f. The appointing authority shall request approval to fill the position in accordance with City of West Allis Policies and Procedures: 1110 – Creating, Maintaining and Administering Compensation/Salary Ranges, and 1107 – Required Approvals for Filling Vacant Budgeted Positions.

7. APPOINTMENTS TO MANAGERIAL/DEPUTY-ASSISTANT SERVICE POSITIONS:

- a. Procedure When There is an Internal Qualified Candidate:
 - i. The appointment of the recommended candidate shall be submitted to the Common Council, and subject to the approval of the Committee

- which liaisons with the Department for which the position is being recruited. The Committee may choose to interview the candidate.
- ii. If the Committee approves the appointment of the candidate, the Department Head for the specified Managerial/Deputy-Assistant Service position shall negotiate the terms and conditions of employment with the candidate in accordance with City policy and in consultation with the Human Resources Director and City Administrator.
 - iii. The Committee's confirmation of the Department Head's Appointment shall be required prior to the candidate assuming the position.
 - iv. The Department Head shall request written correspondence from the candidate confirming acceptance of the job offer.
 - v. The Department Head shall submit the negotiated terms and conditions of employment, the written acceptance correspondence, and a completed Personnel Action Form to the Human Resources Department.
- b. Procedure When Recruitment is Open to the General Public or an internal recruitment is conducted:
- i. The Human Resources Director/designee, in consultation with the Department Head for the specified Managerial/Deputy-Assistant Service position, shall coordinate the initial phase of the recruitment, including advertising, solicitation, receipt of applications, and related administrative processing.
 - ii. The Human Resources Director/designee, Department Head and an Outside Expert (if desired by the appointing authority) shall perform the first screening of the applications and agree as to what group of individuals should be selected for the first interview.
 - iii. The Human Resources Department shall coordinate the first interview with the group of individuals selected.
 - iv. The Human Resources Director/designee, and Department Head for the specified Managerial/Deputy-Assistant Service position and the Outside Expert or another Executive service employee (if desired by the appointing authority), shall serve as the interview panel and conduct the first interview. From that interview group, the panel shall select a group of qualified individuals to recommend for a second interview with the Department Head or if only one candidate is selected, a second interview is not required.
 - v. When a second interview is to be conducted, the Department Head shall determine his/her second interview panel and conduct the second interview. From that interview group, the Department Head may select one or more individuals for final consideration.
 - vi. Upon selection of the final candidate(s) by the Department Head, the Human Resources Department shall perform a position appropriate reference/background check which shall include, but not be limited to,

verifying educational credentials and licenses/certifications, coordinating a police and credit records check, and contacting previous employers in order to verify dates of employment, position, duties, performance, attendance, etc. The Human Resources Department shall inform the Department Head if the reference check is satisfactory or not.

- vii. If the reference check is unsatisfactory or questionable, the Human Resources Director/designee shall consult with the City Attorney's Office and the Department Head to determine the next course of action.
- viii. If the reference check is satisfactory, the candidate will be recommended by the Department Head to the Committee which liaisons with the Department for which the position is being recruited. The Committee may choose to interview the candidate.
- ix. If the Committee approves the appointment of the candidate, the Department Head shall negotiate the terms and conditions of employment with the candidate in accordance with City policy and in consultation with the Human Resources Director and City Administrator, and offer the position to the candidate contingent upon passing a medical examination consisting of a drug test and/or physical examination.
- x. The Human Resources Department shall coordinate the post-offer medical examination and shall confirm with the Department Head the results of the examination.
- xi. If the post-offer medical examination results are questionable, the Human Resources Director/designee shall consult with the City Attorney's Office to determine the best course of action.
- xii. If the post-offer medical examination results indicate the candidate is fit for duty, the Department Head may provide a written job offer to the candidate.
- xiii. The Department Head may request written correspondence from the candidate confirming acceptance of the job offer. Once the Department Head receives written acceptance of the job offer from the candidate, the remaining candidates will be advised of the decision.
- xiv. The Department Head may submit the written acceptance correspondence to the Human Resources Department along with a completed Personnel Action Form.

8. INITIAL APPOINTMENTS TO EXECUTIVE SERVICE POSITIONS EXCLUSIVE OF THE CITY ADMINISTRATOR POSITION:

- a. Procedure When There Is An Internal Qualified Candidate:
 - i. The City Administrator may recommend appointment of the selected candidate to the Common Council, and the recommendation shall be referred to the Administration and Finance Committee for consideration. The Committee may choose to interview the candidate.

- ii. The Common Council's approval of the recommended candidate shall constitute appointment and is required prior to appointing the candidate to the position. Said appointment shall be in the form of a Resolution and Employment Contract specifying the negotiated and agreed to employment terms and conditions; said Employment Contract shall be negotiated by the City Administrator, on behalf of the Mayor and Administration and Finance Committee, based on parameters set by the Administration and Finance Committee.
 - iii. The Mayor and City Clerk shall execute the Employment Contract on behalf of the City following the Common Council's approval. The Finance Director's countersignature as to funding and the City Attorney's signature as to form shall also be required prior to execution of the Contract.
 - iv. Upon execution of the Employment Contract, the City Administrator shall submit the executed/signed Contract to the Human Resources Department along with a completed Personnel Action Form.
- b. Procedure When Recruitment Is Open To The General Public Or When An Internal Recruitment Is Conducted:
- i. The Human Resources Director in consultation with the City Administrator shall conduct the initial phase of the recruitment, including advertising, solicitation, receipt of applications, and related administrative processing.
 - ii. The Human Resources Director, City Administrator, and an Outside Expert shall perform the first screening of the applications and agree as to what group of individuals should be selected for the first interview.
 - iii. The Human Resources Department shall schedule the first interview with the first group of individuals selected.
 - iv. The Human Resources Director, City Administrator, and at least one Outside Expert shall serve as the interview panel and conduct the first group of interviews. From that interview group, the panel may select a group of qualified individuals for a second interview.
 - v. The Mayor, City Administrator, and the chair of the Standing Committee which liaisons with the Department for which the position is being recruited shall serve as the second interview panel and conduct that interview. From that interview group, the City Administrator in consultation with the two other members of the second interview panel may select one or more individuals for final consideration.
 - vi. The final selected candidate(s) will be recommended by the City Administrator to the Administration and Finance Committee for a third (joint) final interview.
 - vii. Upon selection of the final candidates by the Administration and Finance Committee, the Human Resources Department shall perform

- a position appropriate reference/background check which shall include, but not be limited to, verifying educational credentials and licenses/certifications, coordinating a police and credit records check, and contacting previous employers in order to verify dates of employment, position, duties, performance, attendance, etc.
- viii. If the reference check is unsatisfactory or questionable, the Human Resources Director shall consult with the City Attorney's Office and the City Administrator to determine the next course of action.
 - ix. If the reference check is satisfactory, the City Administrator, on behalf of the Mayor and Administration and Finance Committee, shall negotiate the terms and conditions of employment based on parameters set by the Administration and Finance Committee and contingent upon the candidate passing a medical examination consisting of a drug test and/or physical examination.
 - x. The Human Resources Department shall coordinate the post-offer medical examination and shall confirm with the City Administrator the results of the examination.
 - xi. If the post-offer medical examination results are questionable, the Human Resources Director shall consult with the City Attorney's Office and City Administrator to determine the next course of action.
 - xii. If the post-offer medical examination results indicate the candidate is fit for duty, the City Administrator may confirm the terms and conditions of employment with the candidate.
 - xiii. The City Administrator shall request written correspondence from the candidate confirming acceptance of the job offer.
 - xiv. The City Administrator shall recommend appointment of the selected candidate to the Common Council, and the recommendation shall be referred to the Administration and Finance Committee for consideration.
 - xv. The Common Council's approval of the recommended candidate shall constitute appointment and is required prior to hiring the candidate. Said appointment shall be in the form of a Resolution and Employment Contract specifying the negotiated and agreed to employment terms and conditions; said Employment Contract shall be negotiated by the City Administrator, on behalf of the Mayor and Administration and Finance Committee, based on parameters set by the Common Council.
 - xvi. The Mayor and City Clerk shall execute the Employment Contract on behalf of the City following the Common Council's approval. The Finance Director's countersignature as to funding and the City Attorney's signature as to form shall also be required prior to execution of the Contract.
 - xvii. Upon execution of the Employment Contract, the remaining candidates shall be advised of the decision and shall submit the executed Contract to the Human Resources Department along with a

completed Personnel Action Form.

9. CITY ADMINISTRATOR APPOINTMENTS:

a. Procedure When There Is An Internal Qualified Candidate:

- i. The appointment of the recommended candidate shall be submitted by the Mayor to the Common Council, and subject to the approval of the Common Council. The appointment shall be referred to the Administration and Finance Committee for consideration. The Administration and Finance Committee may choose to interview the candidate.
- ii. The Common Council's confirmation of the Mayor's appointment shall be required prior to the candidate assuming the position. Said appointment shall be in the form of a Resolution and Employment Contract specifying the negotiated and agreed to employment terms and conditions; said Employment Contract shall be negotiated by Human Resources Director based on parameters set by the Common Council.
- iii. The Mayor and City Clerk shall execute the Employment Contract on behalf of the City following the Common Council's approval. The Finance Director's countersignature as to funding and the City Attorney's signature as to form shall also be required prior to execution of the Contract.
- iv. Upon execution of the Employment Contract, the Mayor's Office shall submit the executed/signed Contract to the Human Resources Department along with a completed Personnel Action Form.

b. Procedure When Recruitment Is Open To The General Public Or When An Internal Recruitment Is Conducted:

- i. The Human Resources Director, in consultation with the Mayor and Administration and Finance Committee, shall conduct the initial phase of the recruitment, including advertising, solicitation, receipt of applications, and related administrative processing.
- ii. The Human Resources Director and at least one Outside Expert shall perform the first screening of the applications and agree as to what group of individuals should be selected for the first interview.
- iii. The Human Resources Department shall schedule the first interview with that first group of individuals selected.
- iv. The Human Resources Director, Mayor, Council President, and a group of Outside Experts and/or Executive Service Employees, shall serve as the first interview panel and conduct that interview. From that interview group, the panel may select a group of qualified individuals to recommend to the Mayor as candidates for a second interview.
- v. The Mayor's Office shall schedule the second interview with the second group of individuals selected.
- vi. The Mayor, Council President, and the Human Resources Director shall serve as the second interview panel and conduct that interview.

From that interview group, the Mayor (in consultation with the Council President) may select one or more individuals for final consideration.

- vii. The final selected candidate(s) will be recommended by the Mayor to the Common Council (Administration and Finance Committee) for a third (joint) final interview.
- viii. The Mayor's Office shall schedule the final interview with the finalist(s).
- ix. Upon selection of the final candidate(s) by the Administration and Finance Committee, the Human Resources Department shall perform a position appropriate reference/background check which shall include, but not be limited to, verifying educational credentials and licenses/certifications, coordinating a police and credit records check, and contacting previous employers in order to verify dates of employment, position, duties, performance, attendance, etc.
- x. If the reference check is unsatisfactory or questionable, the Human Resources Director shall consult with the City Attorney's Office to determine the next course of action.
- xi. If the reference check is satisfactory, the Human Resources Director, on behalf of the Mayor and Common Council (Administration and Finance Committee), shall negotiate the terms and conditions of employment based on parameters set by the Common Council and contingent upon the candidate passing a medical examination consisting of a drug test and/or physical examination.
- xii. The Human Resources Department shall coordinate the post-offer medical examination and shall confirm with the Mayor the results of the examination.
- xiii. If the post-offer medical examination results are questionable, the Human Resources Director shall consult with the City Attorney's Office and Mayor to determine the next course of action.
- xiv. If the post-offer medical examination results indicate the candidate is fit for duty, the Human Resources Director may confirm the terms and conditions of employment with the candidate.
- xv. The Human Resources Director shall request written correspondence from the candidate confirming acceptance of the job offer.
- xvi. The appointment of the Mayor's recommended candidate shall be submitted to the Common Council and the appointment shall be referred to the Administration and Finance Committee for consideration. Said appointment shall be in the form of a Resolution and Employment Contract specifying the negotiated and agreed to employment terms and conditions.
- xvii. The Common Council's confirmation of the Mayor's appointment shall be required prior to hiring the candidate.
- xviii. The Mayor and City Clerk shall execute the Employment Contract on behalf of the City following the Common Council's approval. The

Finance Director’s countersignature as to funding and the City Attorney’s signature as to form shall also be required prior to execution of the contract.

- xix. Upon execution of the Employment Contract, the Human Resources Department shall contact the remaining candidates regarding the decision and shall submit the executed Contract to the Human Resources Department along with a completed Personnel Action Form.

10. ALTERNATIVE PROCEDURE:

Utilization of Firm to Recruit. In lieu of following 8, 9, and 10, the appointing authority, in consultation with the Human Resources Director, may request permission from the Administration and Finance Committee to utilize an outside firm which specializes in providing recruitment services for executive level public sector positions. The recruitment firm would provide the services contained within 8(b)(i) through (iv), 9(b)(i) through (iv), or 10(b)(i) through (iv), under the oversight of the appropriate individual as outlined in Section 6.

~~Effective Date: 12/05~~

~~Revision Date: 11/5/18~~

SECTION 3: **REPEAL** “1442 Interview Expenses” of the City Of West Allis Policies & Procedures is hereby *repealed* as follows:

REPEAL

~~1442 Interview Expenses~~ (*Repealed*)

- 1. PURPOSE: To establish the policy of the City of West Allis with regards to reimbursement of expenses associated with interviewing for a position with the City of West Allis.
- 2. ORGANIZATIONS AFFECTED: This policy applies to all City of West Allis departments, boards and commissions.
- 3. POLICY: It is the policy of the City of West Allis to reimburse applicants for certain positions within the City of West Allis certain expenses associated with the interviewing process as set out in paragraph 5 below.
- 4. REFERENCES: None
- 5. PROCEDURES:
 - a. DEPARTMENT AND DIVISION HEADS (EXECUTIVE AND MANAGERIAL SERVICE)
 - i. All applicants for any position of department or division head are eligible for reimbursement of reasonable interviewing expenses if the position was advertised statewide or nationally. This applies to the

- first and any subsequent interviews.
- ii. Reasonable expenses include travel, if more than 200 miles one way, meals, lodging and parking fees in accordance with City of West Allis Policy #1206; Reimbursement for Conference Attendance.

b. ALL OTHER POSITIONS

- i. Any position below the department/division head level may be eligible for reimbursement of interviewing expenses in accordance with paragraph 5(a) above if the following criteria are met.
- ii. If after 90 days of continuous recruitment, no qualified local applicants are available and the position is then advertised statewide or nationally.
- iii. The Administration and Finance Committee of the West Allis Common Council may authorize the reimbursement of interviewing expenses for a position upon petition by the Personnel Manager due to exceptional circumstances which shall be so stated.

Effective Date: 8/21/84

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Ald. Ray Turner	_____	_____	_____	_____
Ald. Kimberlee Grob	_____	_____	_____	_____
Ald. Chad Halvorsen	_____	_____	_____	_____
Ald. Marissa Nowling	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Patty Novak	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

**CITY OF WEST ALLIS
RESOLUTION R-2025-0052**

**RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT,
DEVELOPMENT AGREEMENT, AND DEVELOPMENT FINANCE AGREEMENT
FOR THE SALE AND REDEVELOPMENT OF LAND BETWEEN THE
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS,
THE CITY OF WEST ALLIS, AND MAKERS ROW QOZB, LLC**

WHEREAS, the Community Development Authority of the City of West Allis (the “Authority”) is the owner of approximately 2.9 acres of land consisting of 66** W. National Avenue (454-0648-000), 66** W. Mitchell St. (454- 0650-000), and 66** National Avenue (454-0649-000) (collectively “Property”) called South of National Avenue (SONA) redevelopment area; and,

WHEREAS, the Authority, on September 14, 2021, by Resolution 1390, approved an Access Agreement which stated that Mandel Group is responsible for all associated permits, liabilities, and costs for the SONA properties to advance site preparation work for the overall development SONA Lofts and Makers Row; and,

WHEREAS, the Authority, on October 20, 2020, by Resolution 1355, approved a Letter of Intent for SONA from the Mandel Group for Phase II of the Market Development; and,

WHEREAS, the Authority, on May 31, 2016, by Resolution No.1180, authorized a Purchase and Sale Agreement and Development Agreement with Mandel Group Properties, LLC for 7.5 acres of property for commercial and residential development within the Six Points/Farmers Market Redevelopment Area to develop the area North of National Avenue (NONA).

WHEREAS, the Authority duly noticed and held a Public Hearing on the sale of the Property on May 31, 2016; and through Resolution No.1179, authorized the sale of land of 14 acres of land to the Mandel Group Properties, LLC; and,

WHEREAS, the Authority wishes to create additional tax base and foster job creation for the City of West Allis (the “City”) through the sale and redevelopment of the 6.48 acres of property, South of National Avenue (SONA), into residential and commercial development; and,

WHEREAS, the on December 19, 2022, by Resolution 1429 the Authority approved the sale of Lot 1 to foster the development of Makers Row Phase I to Makers Row QOZB, LLC, an affiliated entity to Mandel Group; and,

WHEREAS, the City of West Allis is party to the Agreement through request for Tax Increment Financing to support the development.

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

1. Approves the Purchase and Sale Agreement, Development Agreement, and Development Finance Agreement by and between the Community Development Authority of the City of West Allis, City of West Allis, and Makers Row QOZB, LLC for commercial development within the Six Points/Farmers Market Redevelopment Area, South of National Avenue (SONA) redevelopment pursuant to section 66.1333(6)(b)2, Wis. Stat.

2. That the Executive Director of development, with approval of the city attorney, or their designees, are hereby authorized to make such nonsubstantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient 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.

SECTION 1: **ADOPTION** “R-2025-0052” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0052(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Ray Turner	_____	_____	_____	_____
Ald. Kimberlee Grob	_____	_____	_____	_____
Ald. Chad Halvorsen	_____	_____	_____	_____
Ald. Marissa Nowling	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Patty Novak	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis

DEVELOPMENT FINANCE AGREEMENT

(MAKERS ROW)

1 THE DEVELOPMENT FINANCE AGREEMENT (“Agreement”), made and entered into as of the
2 _____ day of January _____, 2025, is by and between the Community Development Authority of
3 the City of West Allis, a separate body politic pursuant to Section 66.1335 of the Wisconsin
4 Statutes (the “Authority”), the City of West Allis, a Wisconsin municipal corporation (“City”) and
5 Makers Row QOZB, LLC, a Wisconsin limited liability company, its successors and/or assigns
6 (“Developer”). The Authority, City and Developer are each referred to herein as a “Party” or
7 together as the “Parties.” The Authority and City collectively are referred to as “West Allis.”

8
9 WHEREAS, the Developer and the Authority have entered into a Purchase and Sale
10 Agreement (the “Purchase and Sale Agreement”) for the purchase and the sale of Lot 1 of Certified
11 Survey Map #9370 (the “CSM”) described in Exhibit A attached hereto (the “Property”).

12 WHEREAS the Developer intends to construct approximately 17,100 sq ft. of commercial
13 building on Lot 1 (the “Project” located within Six Points/Farmers Market Redevelopment Area,
14 located at the northeast corner of the land south of W. National Ave., west of South 66th Street, in
15 the City of West Allis, Wisconsin. The Property is located within a Redevelopment District (the
16 “District”) that was declared to be a blighted area district pursuant to the Project Plan for the
17 creation of Tax Incremental District No. 15 approved on July 5, 2016 (deemed to be and referred to
18 herein as the “Project Master Plan”). The Project will be developed pursuant to the terms of this
19 Agreement.

20 WHEREAS, the Authority and City agree to provide certain financial incentives and
21 assistance to allow the Developer to develop the Project, and the Developer would not undertake
22 the development and construction of the Project without such financial incentives and assistance

23 such as possible \$500,000 US EPA Loan from the City of West Allis Revolving Loan Fund, subject to
24 underwriting and approval from the US EPA. (Status?)

25 WHEREAS, the Parties desire to set forth in writing the terms of such financial incentives
26 and assistance and the terms and conditions under which West Allis will provide such financial
27 incentives and assistance.

28 NOW, THEREFORE, in consideration of the mutual covenants and benefits contained
29 herein and in the Development Agreement, and for other good and valuable consideration, the
30 receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

31
32 1. Developer Investment, Equity and Financing. On or prior to Closing, Developer will
33 demonstrate to the City that in connection with the Phase 1 Project: (a) Developer shall obtain or
34 provide financing in the approximate amount of \$5,200,000 from a private lending institution (“Debt
35 Financing”) and/or private equity (“Equity”). Developer shall have the right to adjust the projected
36 amounts of Debt Financing and Equity provided that Developer shall, in the aggregate, have
37 obtained sufficient Debt Financing and Equity that, together with the public funding and financing
38 assistance described in this Agreement, will total approximately \$5,700,000, which the parties
39 have deemed sufficient to complete the Project. Developer and/or its affiliates shall provide any
40 and all guaranties required to obtain the necessary Debt Financing provided any and all such
41 guaranties are on commercially reasonable terms and conditions.

42 2. Tax Increment Financing

43 a. Tax Incremental District. Pursuant to Wis. Stats. §66.1105 et seq., (the “Tax
44 Increment Law”), the Common Council of the City of West Allis created by resolution Tax
45 Incremental District Number 15, City of West Allis (“TID #15”), as of July 5, 2016, and approved the
46 Project Master Plan for the District (as amended). The Property is within the boundaries of the
47 District, the District has been declared to be a blighted area, and the transaction contemplated by

48 the Purchase and Sale Agreement, the Development Agreement and this Agreement is essential to
49 the viability of the District.

50 i. The Project to be developed by the Developer benefits the
51 surrounding neighborhood and West Allis as a whole. West Allis has determined
52 that the Project is consistent with the Project Master Plan and with the City's Master Plan as
53 of May 25, 2016.

54 ii. West Allis desires to encourage economic development, expand the
55 tax base, and create new jobs within the area, all in furtherance of and in compliance with
56 the TID Project Master Plan and the City's Master Plan. West Allis finds that the Project and
57 this Agreement are in the vital and best interests of West Allis and its residents and serves a
58 public purpose in accordance with state and local law.

59 iii. The Project would not occur without the financial participation of
60 West Allis as provided herein.

61 iv. The Authority's tax incremental financing consultant, Ehlers, prepared a TID #15
62 model that includes the overall tax incremental financing performance and incorporates
63 into a financial model the development of the Project to estimate "Tax Increments," which
64 term hereunder shall mean all tax increments (as defined in the Tax Increment Law)
65 collected and retained by the City solely from the Project in a calendar year. The model is
66 hereto attached as Exhibit B.

67 v. The City has included the Project in TID #15. As used in this Agreement, the term
68 "Makers Row Funds" means Tax Increment paid by the Project. The Makers Row Funds will
69 be used as financial support to the Project as estimated in Exhibit B.

70 b. TID Law. All terms that are capitalized but not defined in this Agreement and
71 that are defined under the Tax Increment Law shall have the definitions assigned to such terms
72 by the Tax Increment Law in Section 66.1105 of Wisconsin Statutes.

73 3. Financial Assistance. West Allis hereby agrees to provide to Developer for the
74 Project the following financial incentives and financial assistance (“Financial Assistance”):

75 a. Property Conveyance. The Authority has conveyed the Property to Developer or
76 its affiliate for \$1.00 in accordance with the terms of the Purchase and Sale Agreement.
77 Conveyance shall occur at Closing on or before January 31, 2025 for Lot 1.

78 c. MRO Payments. The City is providing MRO Payments to the Developer as an
79 incentive to create a vibrant commercial development.

80 d. Developer Municipal Revenue Obligation. The City will pay to the Developer in “pay-go tax
81 incremental financing” pursuant to a municipal revenue obligation (the “Makers Row MRO”). The
82 Makers Row MRO payments shall be paid to Developer in annual installments on October 1st (each,
83 a “Payment Date”), not less than ninety-five percent (95%) of the prior year’s property taxes paid by
84 the Project for the preceding calendar year calculated as of August 1st of the year in which the
85 Makers Row MRO payment is due. Estimated payments as of the date of this Agreement are set
86 forth in Exhibit B attached hereto (the “Makers Row MRO Schedule”). In the event the Makers Row
87 Increment is greater than or less than the estimated amount shown in Exhibit B for any year, then in
88 such year, the amount paid under the Makers Row MRO shall increase or decrease by a
89 commensurate amount but shall not exceed the agreed-to total MRO amount.

90 1. Any Makers Row MRO payment shall be payable solely from and only to the
91 extent that the City has received Actual Tax Increment as of such Payment Date. The MRO payment
92 shall be Actual Tax Increment that has been appropriated by the City of West Allis Common Council
93 for payment of the Makers Row MRO. “Actual Tax Increment” as referred to in this Agreement shall

94 mean Tax Increment (as defined by the Tax Increment Law) solely generated from and paid by the
95 Project. The City shall retain an administrative fee equal to five percent (5%) of Makers Row Funds
96 for the City's administrative costs associated with the District, as outlined in Exhibit B. The total
97 MRO shall be capped at \$620,044.

98 2. The Makers Row MRO payment schedule is outlined in Exhibit D
99 attached hereto. In the event the Makers Row Increment is greater than or less than the
100 amount shown in Exhibit B for any year, then in such year the amount paid under the
101 Makers Row MRO shall increase or decrease by a commensurate amount. The Makers Row
102 MRO payments shall commence on October 1 in the first year that the Project generates
103 Tax Increment and will be due and payable on each October 1. Makers Row MRO payments
104 shall continue until the agreed to MRO total balance agreed to in the document and within
105 the maximum statutory limit of the Tax Increment District 15.

106 d. Condition of Municipal Revenue Obligation. All parties in this Agreement
107 recognize that the Makers Row development shall be structured to attract unique food, niche retail,
108 and maker spaces that are predominantly oriented to the production, preparation and serving of
109 food and beverage goods (collectively, the "Food and Beverage Uses"). As a condition for the
110 Developer to receive Makers Row MRO payments, the following uses described in the City's zoning
111 code are prohibited and may not be a principal or accessory use on the Property:

- 112 1. Packaged Goods Alcohol Beverage Sales solely for off-site consumption
113 (liquor stores)
- 114 2. Nicotine Sales (excluding cigars) / Vaping Devices Sales
- 115 3. Dry Cleaning Chemical Treatment/Processing (excluding solely drop-
116 off/pick-up convenience stores)
- 117 4. Employment Agency

- 118 5. Laundry (self-service)
- 119 6. Funeral Establishment
- 120 7. Automobile Parts Sales
- 121 8. Car Wash Service
- 122 9. Fuel Sales
- 123 10. Light Motor Vehicle Sales (indoor)
- 124 11. Light Motor Vehicle Service
- 125 12. Adult-Oriented Entertainment
- 126 13. Donation Center
- 127 14. Adult Day Care Center
- 128 15. School
- 129 16. Hospital
- 130 17. Veterinary Services
- 131 18. Any residential use
- 132 e. Notwithstanding the foregoing, for the five (5) year period following the first
- 133 occupancy of the Project (the "Restriction Period"), at least ninety percent (90%) of the leasable
- 134 area of the Project shall be allocated to Food and Beverage Uses. During such Restriction Period,
- 135 Developer shall have the right to allocate the remaining ten percent (10%) of the leasable area to
- 136 the following uses, which West Allis and Developer agree are complementary businesses to the
- 137 Food and Beverage Uses:
- 138 1. Packaged Goods Alcohol Beverage Sales solely for off-site
- 139 consumption (liquor stores)
- 140 2. Secondhand Jewelry and Vintage Clothing Sales (Vintage/Collector)
- 141 3. Antique and Collectibles Household Goods

- 142 5. Massage Therapy (as part of a fitness center and/or spa services)
143 6. Wellness Offices and Studios inclusive of family medical practice,
144 sports medicine practice, fitness/training/physical rehabilitation services,
145 and nutritional services

146 f. After the Restriction Period, if the percentage of leasable area occupied by Food
147 and Beverage Use tenants under “performing leases” in the Project falls below eighty
148 percent (80%) of the Project’s total leasable area, the foregoing restriction to Food and
149 Beverage Uses shall be eliminated to permit at the Project any non-Food and Beverage Use
150 permissible under the City’s then-applicable zoning code; provided, however, in no event
151 shall any leasable area at the Project be used for:

- 152 1. Adult-Oriented Entertainment
153 2. Automobile Parts Sales
154 3. Light Motor Vehicle Sales (indoor)
155 4. Fuel Sales
156 5. Large Retail Development
157 7. Pawnbroker
158 8. Animal Boarding
159 9. Doggie Day Care (no overnight boarding) 9. Laundry (self-service)
160 10. Payday Lender
161 11. Adult Day Care Center
162 12. Funeral Establishment
163 13. Religious Institution
164 14. Sport Shooting Range
165 15. Light Industrial (excluding production of food & beverage goods)

- 166 16. Heavy Industrial
- 167 17. Restricted Manufacturing
- 168 18. Ambulance Services
- 169 19. Hospital

170 f. IF ON THE FINAL MAKERS ROW MRO PAYMENT DATE, THERE REMAIN AMOUNTS
171 OUTSTANDING AND UNPAID ON THE MAKERS ROW MRO, THEN THE REMAINING
172 PROJECTED BALANCE OF PAYMENTS OF THE MAKERS ROW MRO SHALL BE DEEMED PAID
173 IN FULL, IT BEING UNDERSTOOD THAT UPON THE FINAL MAKERS ROW MRO PAYMENT
174 DATE, THE OBLIGATION OF THE CITY TO MAKE ANY FURTHER PAYMENTS ON THE MAKERS
175 ROW MRO SHALL TERMINATE. EXCEPT AS PROVIDED ABOVE, THE CITY SHALL HAVE NO
176 OBLIGATION OF ANY KIND WHATSOEVER TO PAY ANY AMOUNT ON THE PROJECTED
177 MAKERS ROW MRO WHICH REMAINS UNPAID AFTER THE FINAL MAKERS ROW MRO
178 PAYMENT DATE, AND THE DEVELOPER HOLDING THE MAKERS ROW MRO SHALL HAVE NO
179 RIGHT TO RECEIVE PAYMENT OF SUCH AMOUNTS.

180
181 4. Refinancing/Sale. If the Developer effects a Refinancing (as defined below) or Sale (as
182 defined below) of the Project during the period of the Makers Row MRO Schedule, resulting in (a)
183 excess loan proceeds being generated that are not used for normal Project activities such as
184 additional tenant improvement costs, capital repairs and maintenance, or the funding of a
185 reasonable reserve, or (b) result in the redemption and payout of one hundred percent (100%) of
186 Developer's equity investment from the Project, then the Developer shall split fifty percent (50%) of
187 such excess Refinancing or Sale proceeds with Authority, subject to the Project generating an
188 internal rate of return of not less than ten percent (10%) on invested equity (the "IRR") calculated at
189 the time of such Refinancing or Sale.

Commented [PS1]: Need to provide the amount

190 a. Definition of Refinancing & Sale. As used herein, a “Refinancing” shall mean the
191 origination, replacement or modification of Debt Financing for the Project such that excess loan
192 proceeds are generated that are intended for distribution to the Developer and/or Project investors
193 as a return on capital in excess of the IRR. As used herein, a “Sale” shall mean the transfer of 100%
194 of the equity interests in the Project to an acquiring party unrelated to Developer.

195 b. Definition of Refinancing Proceeds. As used herein, “Refinancing Proceeds” shall mean
196 proceeds available to Developer from the Refinancing less: (i) payment of
197 all closing costs in connection with the Refinancing, (ii) payment of all sums
198 required to satisfy existing mortgages on the Property, (iii) payment of all sums required
199 to satisfy a loan from the City to the Developer pursuant to a Contaminated Site Loan
200 Agreement for US EPA RLF Funds dated as of the date hereof (the “EPA Loan”), if
201 Developer elects to satisfy the EPA Loan in connection with the Refinancing, (iv) return of all equity
202 invested by Developer or other investors with ownership interests and (v) establishment of
203 reasonable reserves, including, without limitation, any reserves required by the Refinancing lender.
204 Developer may originate Debt Financing equal to 70% of Total Project Costs to return that portion
205 of Developer’s equity investment until remaining Developer’s equity equals 30% of Total Project
206 Costs without triggering payment to the City under this Section 4.

207 c. Definition of Sale Proceeds. As used herein, “Sale Proceeds” shall mean proceeds
208 available to Developer from the Sale of 100% of its equity interest in the Project less: (i) payment of
209 all closing costs in connection with the Sale, (ii) payment of all sums
210 required to satisfy existing mortgages on the Property, (iii) payment of all sums required
211 to satisfy a loan from the City to the Developer pursuant to a Contaminated Site Loan
212 Agreement for US EPA RLF Funds dated as of the date hereof (the “EPA Loan”), if

213 Developer elects to satisfy the EPA Loan in connection with the Refinancing, and (v) return of all
214 equity invested by Developer or other investors with ownership interests.

215

216

217 5. Application of Tax Increments. Prior to the Payment of the Makers Row MRO payment to
218 the Developer, the City's administration fees for the District, including and outstanding fees, shall
219 be paid in connection with the Makers Row MRO in the annual amount as set forth on Exhibit B.

220

221 6. Developer Completion Guaranty. Developer shall provide the Authority with a guaranty
222 of completion of the Project at Closing ("Guaranty of Completion"), which shall be in the form
223 attached hereto as Exhibit E. "Completion" shall be defined as the issuance of the Certificate of
224 Completion and first/initial occupancy of the building improvements. Upon Completion of the
225 Project the Guaranty of Completion shall be released in its entirety.

226

227 7. Savings Agreement. West Allis and the Developer have agreed on a final Project Budget
228 for the Project substantially in the form attached as Exhibit F (the "Project Budget"). West Allis will
229 be engaging, at its expense, a construction cost consultant to review the Project Budget, audit the
230 allocation of site costs to confirm such allocation complies with the REA Agreement, and to certify
231 final costs. The Developer agrees to cooperate with the consultant and provide such information.
232 The Developer shall not be required by West Allis to pay any administration, consultant or review
233 fees in conjunction with the above reviews engaged by the City. Any excess funds remaining
234 unspent from the Project Budget upon leasing, improvement and occupancy of 100% of the
235 leasable area of Premises in the Project shall be deemed "net savings" and shall remain invested in
236 the Project in a tenant improvement reserve that is prudent and conventional. Upon the

237 conclusion of ten years, if a balance remains in the tenant improvement reserve the remaining
238 funds shall be allocated 50% to the Authority and 50% to the Developer.

239

240 8. City Financing Approvals. The City shall have approved, and shall have
241 taken all actions necessary on the part of the municipality, to properly authorize the above
242 contemplated actions, investments, contracts, and findings, including issuance of the Makers Row
243 MRO and the Legal Agreements (as defined below). The actions of the Authority and the City
244 related to this Agreement are deemed to provide the full authority of each entity without the
245 requirement of further validation or action by the other party.

246

247 9. Prevailing Wage Not Required. Other than the terms and provisions outlined in a
248 separate Loan Agreement between the City and the Developer for the borrowing and use of the EPA
249 Loan to address environmental remediation on the Property, the Authority is not aware of any
250 obligations on the part of the Developer arising out of any obligation of or to the City or Authority
251 relating to the use of tax incremental financing dollars or providing any of the Financial Assistance
252 that would require Developer to enforce, impose or apply any prevailing wage requirements or any
253 other wage or labor affiliation restrictions on its contractors in connection with any aspect of the
254 Project. The Authority is not aware of any requirement that municipal bidding procedures be
255 utilized to select a contractor for any of the contemplated work.

256 10. West Allis Ongoing Obligations. If a Sale occurs before closure of
257 TID #15, City and Authority each agree to (i) continue to make the scheduled payments of the
258 Makers Row MRO (to the extent not already fully disbursed and paid and any accruals thereof), to
259 disburse payments either to the Developer, or at Developer's option, to the purchaser of the
260 Project or to the purchaser of the controlling interest in Developer or to the then owner of the

261 Project (to the extent not already fully disbursed), and (ii) to continue administering and operating
262 TID #15 in accordance with this Agreement.

263 11. Conditions to the Parties' Obligations. The parties' obligations to complete their
264 respective obligations are conditioned on the following being satisfied:

265 a. Zoning & Design Review. The City shall have approved any and all licenses, permits and
266 approvals required for the construction of the Project.

267 b. Evidence of Financing. Evidence that the Developer has secured sufficient
268 financing commitments to enable the Project to proceed.

269 c. Legal Agreements. The Purchase and Sale Agreement, the Development
270 Agreement and the REA (as defined in the Purchase and Sale Agreement) have been
271 executed and delivered by the applicable parties thereto and all of the conditions to the
272 closing on the Property and the development of the Project have been satisfied or waived by the
273 party benefiting therefrom (collectively, the "Legal Agreements").

274 d. City Financing Approvals. The City shall have approved, and shall have
275 taken all actions necessary on the part of the municipality, to properly authorize the above
276 contemplated actions, investments, contracts, and findings, including issuance of the Makers Row
277 MRO and the Legal Agreements.

278

279 12. PILOT and Shortfall Agreement. Ownership of the Property, or any part thereof, by any person,
280 partnership, corporation, or entity, which in any manner renders any part of the Property exempt
281 from property taxation during the life of TID #15 shall result in a payment-in-lieu-of-taxes. The
282 owner of that portion of the Property that is so exempt to the City each year in an amount equal to
283 the amount of taxes that would be due and owing on the proportion of the property if that portion
284 was not tax exempt and occupied by a similar use as that use in tenancy (the "Pilot Payment").

285 The PILOT Payment shall be calculated based on the value of the Property for the applicable tax
286 year determined by the City's Assessor's office multiplied by the City's property tax rate for the
287 applicable tax year. Such payment shall be due, payable, and collected in the same manner as
288 property taxes, to the extent permitted by law. The Developer, its successors, and assigns as the
289 owners or occupants of the Property waive the right to contest the validity of this provision. This
290 Section shall automatically terminate upon the termination of TID #15.

291 b. Tax Contest. In consideration of the Authority providing the Financial
292 Assistance outlined in Section 3 of this Agreement, Developer, its successors, assigns, or affiliates
293 agree to not challenge any property tax assessment levied against the Project prior to the
294 termination of TID #15 except that any or all of them may contest any such property tax
295 assessment but only in good faith and only if and to the extent any such property tax assessment is
296 in excess of the anticipated minimum assessed value of the Property in the same particular tax
297 year as set forth in Exhibit B.

298 c. Change in Method of Taxation. If any tax, assessment or like charge is imposed on or
299 assessed against the Project or the use and operations thereof or income therefrom, as an
300 alternative to, a replacement of, or as supplemental to, any or all of the real property taxes that are
301 intended by the parties hereto to constitute the Tax Increments, or increment or like revenues
302 under the Tax Increment Law or any equivalent, then such taxes, assessments, and charges shall
303 be deemed to be Tax Increments hereunder and shall be disbursed as set forth in this Agreement.
304 Notwithstanding the foregoing, special assessments and special charges levied by the City for
305 permitted purposes, such as to pay for improvements and services, shall not be included as Tax
306 Increments.

307 13. Confidentiality. The Parties further acknowledge that West Allis is subject to the
308 requirements of the Wisconsin Public Records Law, Wis. Stats. § 19.21 et seq (the "Public Records

309 Law"). Under these statutes, all documents and records are subject to public disclosure, unless
310 there is a statutory, common law, or public policy reason for nondisclosure. The parties agree that
311 financial reports and information considered confidential by the Developer required to be provided
312 by Developer to West Allis under this Agreement shall be provided to the Authority's outside
313 financial consultant for review on behalf of West Allis. At the request of the Developer, all financial
314 reports and information provided to such financial consultant in connection with this Agreement
315 shall be held and treated as confidential and shall not be part of the public record associated with
316 the Project, if and as may be permitted under the Public Records Law. The Parties acknowledge
317 that this Agreement is subject to the provisions of the Public Records Law and that all attachments
318 to this Agreement are deemed to be public records.

319 14. Assignment. This Agreement and all rights and obligations therein, including but not
320 limited to the indemnification provisions thereunder, may be assigned in whole or in part by the
321 Developer to an affiliated entity upon notice to the Authority. For purposes of this Section 14, the
322 term "affiliated entity" shall mean an entity controlled by or under common control of the Project
323 with the Developer. This Agreement may also be collaterally assigned in whole or in part by the
324 Developer to any lender or lenders holding a mortgage on all or any part of the Property. No such
325 lender shall have any liability hereunder unless said lender elects to effectuate such assignment
326 and exercise the Developer's rights hereunder. Upon any such assignment, references to
327 Developer contained in this Agreement shall refer to the assignee, unless the assignment expressly
328 provides otherwise, it being understood, for example, that Developer or any assignee of Developer
329 may elect to retain the benefits of the Makers Row MRO and is not required to assign the Makers
330 Row MRO to the owner of the Property; provided, however, that the obligations of Section 12 shall
331 be binding on Developer and its successors and assigns.

332 15. Notices. All notices permitted or required by this Agreement shall be given in
333

334 writing and shall be considered given upon receipt if hand delivered to the party or person intended,
335 or one calendar day after deposit with a nationally recognized overnight commercial courier service,
336 or two (2) business days after deposit in the United States mail, postage prepaid, by certified mail,
337 return receipt requested, addressed by name and address to the party or person intended as follows:

To the Authority: Community Development Authority of the City of West Allis
Office of the Executive Director
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: Executive Director

With a copy to: City of West Allis
Office of the City Attorney
7525 West Greenfield Avenue
West Allis, WI 53214
Attn: City Attorney

To Developer: Makers Row QOZB, LLC
330 East Kilbourn Avenue
Suite 600 South
Milwaukee, WI 53202
Attn: Robert B. Monnat

With a copy to: Godfrey & Kahn, S.C.
833 East Michigan Street, Suite 1800
Milwaukee, WI 53202
Attn: Marvin C. Bynum II

338 AGREED TO BY AND BETWEEN the Developer and the Authority on the date first set forth above.

AUTHORITY:

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY
OF WEST ALLIS

By: _____
Name: _____
Title: _____

CITY:

CITY OF WEST ALLIS

By: _____
Name: _____
Title: _____

Approved as to form this ____ day
of _____, 2025.

Name: _____
Title: _____

DEVELOPER:

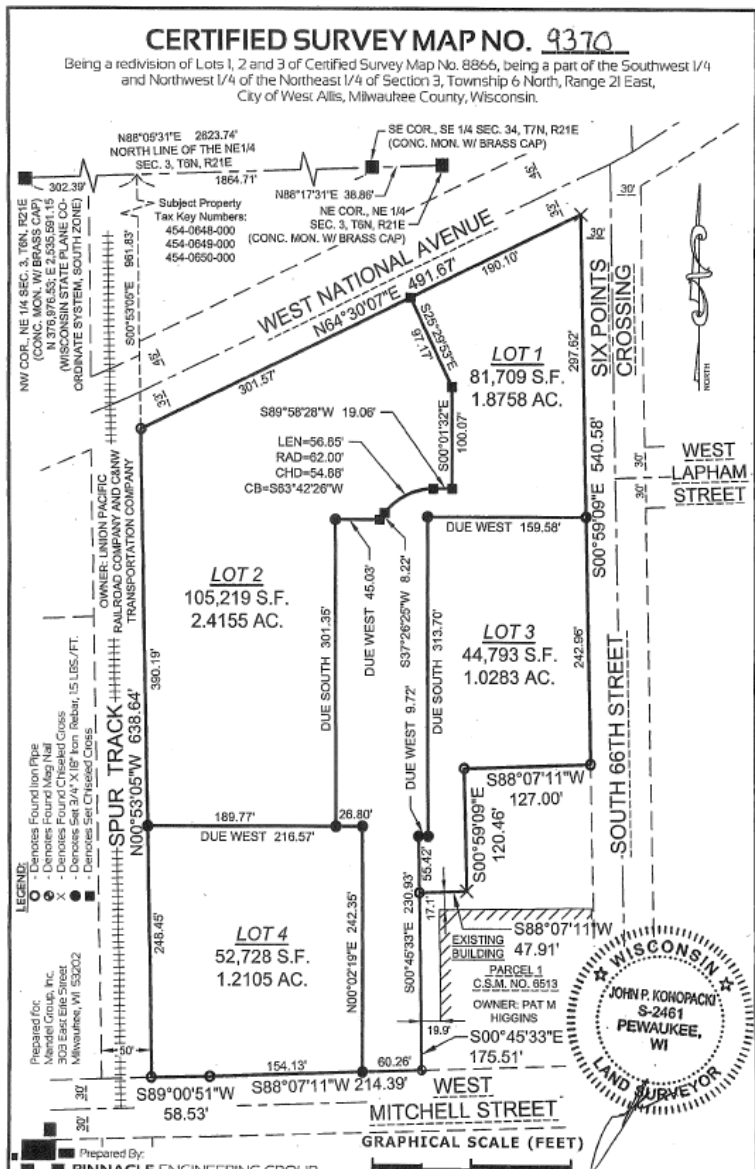
MAKERS ROW QOZB, LLC,
a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

Exhibit A – Certified Survey Map No. 9370



339

340

341

342

EXHIBIT D

343

Municipal Revenue Obligation

344

CITY OF WEST ALLIS

345

346

MUNICIPAL REVENUE OBLIGATION SERIES _____

347

\$ _____

348 THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is issued pursuant to Wis. Stat. § 66.0621
349 this ____ day of _____, 2025, by the City of West Allis, Milwaukee County, Wisconsin (the
350 "City") to Makers Row QOZB, LLC, a Wisconsin limited liability company, its successors and assigns
351 ("Developer").

352

WITNESSETH:

353 A. The City and Developer have entered into a Development Finance Agreement dated
354 _____, 20__ (the "Development Agreement").

355

356 B. This Obligation is issued by the City pursuant to the Development Agreement.

357

358 C. Terms that are capitalized in this Obligation that are not defined in this Obligation and
359 that are defined in the Development Agreement shall have the meanings assigned to such terms by
360 the Development Agreement.

361

362 1. Promise to Pay. The City shall pay to Developer the principal amount of
363 _____ 00/100 DOLLARS (\$ _____), together with interest thereon at a rate of
364 Four Percent (4.0%) per annum, solely from Actual Tax Increment, in Scheduled Payments in
365 accordance with Schedule 1 attached hereto and made a part hereof. Interest shall accrue
366 beginning on the date on which this Obligation is issued. To the extent that on any Payment Date the
367 City is unable to make a payment from Actual Tax Increment at least equal to the Scheduled Payment
368 due on such date as a result of having received, as of such date, insufficient Actual Tax Increment,
369 or as the result of the Common Council not having appropriated sufficient Actual Tax Increment,
370 such failure shall not constitute a default under this Obligation and, except as hereinafter provided,
371 the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such
372 deficiency unless the deficiency is the direct result of the failure of Milwaukee County to timely remit
373 the proper amount of Tax Increment, in which case, such deficiency shall be paid promptly upon
374 remittance by Milwaukee County. Any payments on the Municipal Revenue Obligation, which are
375 due on any Payment Date, shall be payable solely from and only to the extent that, as of such
376 Payment Date, the City has received Actual Tax Increment. If, on any Payment Date there is

377 insufficient Actual Tax Increment to make the scheduled payment due on such date, or if the
378 Common Council shall not otherwise appropriate sufficient Actual Tax Increment to make the
379 scheduled payment due on such date in full, the amount of such deficiency in the scheduled
380 payment shall be deferred and shall be paid with interest at a rate equal to Four Percent (4.0%) per
381 annum, on the next Payment Date on which the City has Actual Tax Increment in excess of the
382 amount necessary to make the scheduled payment due on such Payment Date, and if such
383 deficiency resulting from the Common Council not appropriating sufficient Actual Tax Increment has
384 not been paid in full by the final Payment Date as set forth on Schedule 1. , In no case, however, shall
385 the term of this Obligation and the City's obligation to make payments hereunder, extend beyond the
386 termination date of the District, (as defined in the Tax Increment Law). Nor shall the City be obligated
387 to pay any amount not appropriated for such purpose by the Common Council. This Obligation shall
388 terminate and the City's obligation to make any payments under this Obligation shall be discharged,
389 and the City shall have no obligation and incur no liability to make any payments hereunder, after the
390 termination date of the District.

391
392 2. Limited Obligation of City. This Obligation shall be payable solely from Actual Tax
393 Increment, and shall not constitute a charge against the City's general credit or taxing power. The
394 City shall not be subject to any liability hereunder, or be deemed to have obligated itself to pay
395 Developer any amounts from any funds, except the Actual Tax Increment, and then only to the extent
396 and in the manner herein specified.

397
398 3. Subject to Annual Appropriations. Each payment under this Obligation shall be
399 subject to annual appropriation by the City in accordance with the requirements for revenue
400 obligations and in a manner approved by the City's bond counsel.

401
402 4. No Other Appropriation of Actual Tax Increment. The City covenants and agrees
403 that all Actual Tax Increment generated by the Project proposed to be annually appropriated in a
404 given year shall not be appropriated for any use during that year not identified on the Municipal
405 Revenue Obligation amortization schedule if not appropriated for repayment of this Obligation until
406 said Actual Tax Increment is in excess of the annual amount required for the payment of this
407 Obligation or until this Obligation has been paid in full, or until December 31st of that year.

408
409 5. Prepayment Option. To satisfy in full the City's obligations under this Obligation, the
410 City shall have the right to prepay all or a portion of the outstanding principal balance of this
411 Obligation at any time, at par and without penalty.

412
413 6. Assignment. This Obligation is assignable or transferable by the registered owner
414 hereof as provided in the Development Agreement. Any assignment or transfer of this Obligation
415 shall be subject to the limitations provided in the Development Agreement. This Obligation is
416 issuable in fully registered form only in an amount up to the Principal Amount stated herein.

417
418 7. Miscellaneous. This Obligation is subject to the Tax Increment Law and to the
419 Development Agreement.

420

421 SIGNATURES ON FOLLOWING PAGE

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SIGNATURE PAGE TO
MUNICIPAL REVENUE OBLIGATION SERIES _____

Dated this _____ day of _____, 2025__.

CITY OF WEST ALLIS, WISCONSIN

By: _____

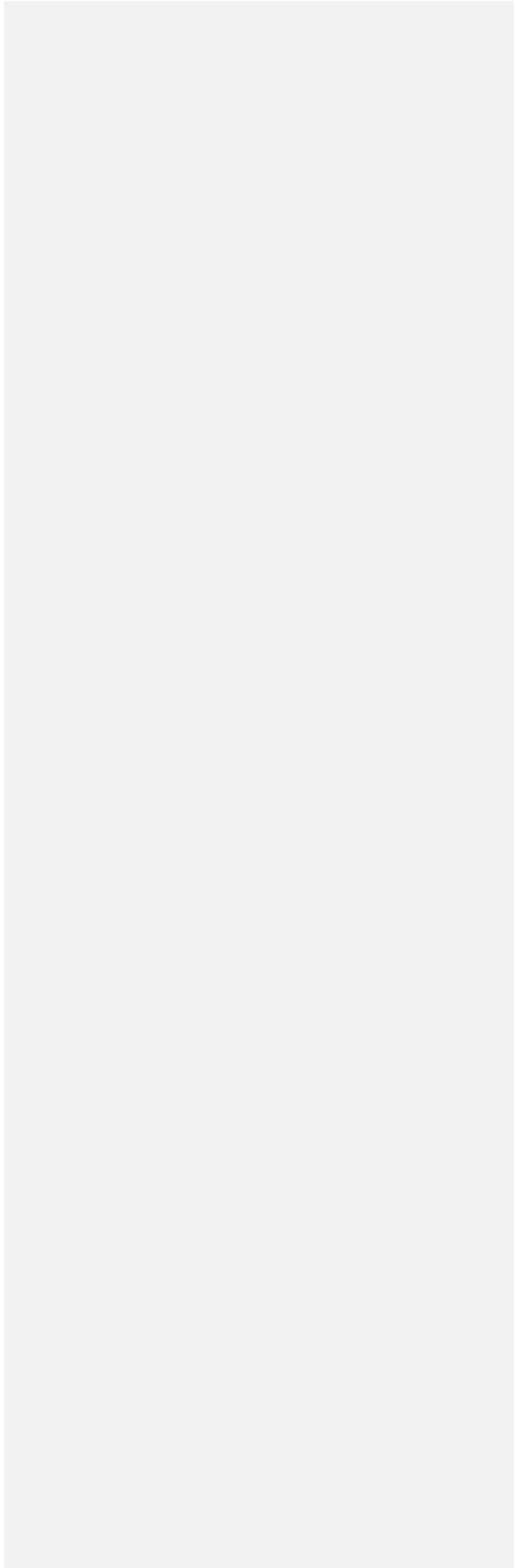
Dan Devine, Mayor

By: _____

Rebecca Grill, City Administrator /City Clerk

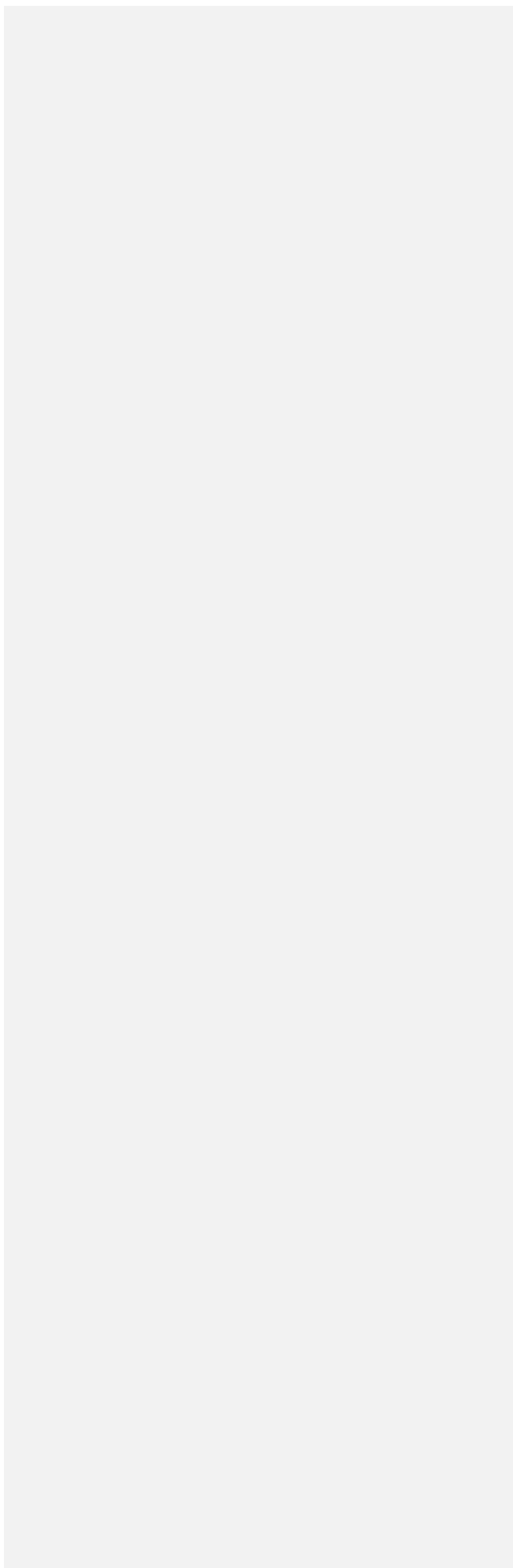
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EXHIBIT E
Form of Completion Guaranty
[see attached]



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EXHIBIT F
Project Budget
[see attached]



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Summary report: Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 5/5/2023 3:49:12 PM	
Style name: GKfirm	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/Active/28041409/6	
Modified DMS: iw://DMS/Active/28041409/7	
Changes:	
<u>Add</u>	131
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<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	210

1 **PURCHASE AND SALE AGREEMENT**

2 **(MAKERS ROW)**

3 **THIS PURCHASE AND SALE AGREEMENT: MAKERS ROW** (this "Agreement")

4 is made as of the 31st day of January , 2025, between the Community Development Authority of
5 the City of West Allis, a separate body politic created by ordinance of the City of West Allis,
6 pursuant to Section 66.1335 of the Wisconsin Statutes (the "Authority"), and Makers Row QOZB,
7 LLC, a Wisconsin limited liability company, and its successors and/or assigns (the "Developer").
8 The Authority and the Developer are each referred to herein as a party or together as "Parties."

9 **FOR AND IN CONSIDERATION** of the promises and the undertakings and mutual
10 covenants of the Parties set forth herein, the receipt and sufficiency of which are hereby
11 acknowledged, the Authority and the Developer hereby covenant and agree as follows:

12 **1. Property.**

13 **A.** The Authority hereby agrees to sell and convey to the Developer, and the Developer
14 hereby agrees to buy and pay for that certain parcel of real property within the City of West
15 Allis, Milwaukee County, Wisconsin, consisting of approximately 1.8758 acres of land,
16 identified as Lot 1 of Certified Survey Map No. 9370 ("Lot 1") recorded in the Office of
17 the Register of Deeds of Milwaukee County, Wisconsin (the "Register's Office") on
18 December 2, 2021 as Document No. 11193094 (the "CSM"), as more particularly
19 described on **Exhibit A** attached hereto, together with any improvements located thereon.


20 **B.** Pursuant to the Wisconsin Tax Increment Law, Wis. Stats. §66.1105 *et seq.*, the
21 Common Council of the City of West Allis created by resolution Tax Incremental District
22 Number 15, City of West Allis, as of July 5, 2016 (the "District") and approved the project
23 plan (the "Project Plan") for the District (as amended). The Property is within the

24 boundaries of the District, has been designated by the City of West Allis as blighted and
25 the transaction contemplated by this Agreement is essential to the viability of the District.

26 C. The sale includes all of the Authority’s interest in the Property and every easement,
27 access right, privilege and appurtenance thereto, currently in existence (or to be created
28 pursuant to this Agreement), including, but not limited to, the REA (as defined below) and
29 all other real property rights and interests of the Authority related to the Property.

30 2. **Project.** The Project will include (i) the construction of a commercial building on Lot 1
31 consisting of approximately 17,100 square feet as more particularly described in the Development
32 Agreement (as hereinafter defined) between the Parties (the “Project”).

33 3. **Purchase Price.** The purchase price for the Property shall be One Dollar (\$1.00) (the
34 “Purchase Price”) to be paid at Closing (as hereinafter defined) and reflects the environmental
35 condition and blighted nature of the Property as determined by the Authority.

36 4. **Closing.** The closing of the transaction contemplated by this Agreement (the “Closing”) 
37 will take place within ten (10) business days of authorization by the Authority to consummate
38 transfer of ownership, but in no event no later than January 31, 2025. (the “Closing Date”).
39 provided the Authority’s contingencies and the Developer’s contingencies in connection therewith
40 have been satisfied or waived as herein provided.

Commented [PS1]: City can not guaranty licenses are available or if a tenant meets the requirements for a license.

41 5. **Conveyance.** The Authority shall, at the Closing and upon receiving payment of the
42 Purchase Price, convey the Property to Developer by warranty deed in the form to be attached
43 hereto as **Exhibit B** (the “Deed”).

44 6. **Intentionally Omitted.**

45 7. **As-Is, Where-Is.**

46 A. **Sale.** The sale of the Property to the Developer hereunder shall be **AS-IS,**
47 **WHERE-IS,** with all faults and without representation or warranty of any kind except as

48 expressly provided in this Agreement and in the documents delivered at Closing. Any
49 other warranties or representations of any kind made either orally or in writing by any agent
50 or representative of the Authority or anyone purporting to be an agent or representative of
51 the Authority shall be of no force and effect. Except as expressly provided in this
52 Agreement and in the documents delivered at Closing, the Developer hereby acknowledges
53 that it does not rely upon any representation or warranty made by the Authority or by the
54 Authority's agents and, except as expressly provided in this Agreement and in the
55 documents delivered at Closing, none have been made.

56 **B. Developer's Investigation.** Prior to Closing, the Developer, with the cooperation
57 and assistance of the Authority as provided in this Agreement, will have investigated and
58 will have knowledge of operative or proposed governmental laws and regulations
59 (including, but not limited to, zoning, environmental and land use laws and regulations) to
60 which the Property is or may be subject and, based upon the foregoing, the Developer shall
61 accept the Property upon the basis of its review and determination of the applicability and
62 effect of such laws and regulations, except as expressly provided in this Agreement.

63 **C. Warranties.** The Developer further acknowledges that the Authority, its agents
64 and employees and other persons acting on behalf of the Authority have made no
65 representation or warranty of any kind in connection with any matter relating to the
66 condition, value, fitness, use or zoning of the Property upon which the Developer has relied
67 directly or indirectly for any purpose other than as may be expressly provided in this
68 Agreement and in the documents delivered at Closing.

69 **8. Environmental.** Upon Closing, the Developer shall be responsible for all costs associated
70 with environmental remediation and all general site preparation in accordance with the Remedial

71 Action Plan approved by the Wisconsin Department of Natural Resources on November 1, 2022
72 hereby attached as **Exhibit C**.

73 **9. Conditions to Closing**

74 **A. Authority's Contingencies to Closing**

75 (1). The obligation of the Authority to consummate the transactions
76 contemplated hereby is subject to the fulfillment of all of the following conditions
77 on or before the Closing Date (all of which may be waived by the Authority in
78 whole or in part in its sole discretion):

79 (a) Compliance with Agreement. The Developer shall have performed
80 and complied with all of its obligations under this Agreement, in all material
81 respects, to the extent such obligations are to be performed or complied with
82 by the Developer on or before the Closing Date.

83 (b) No Litigation. No litigation, investigation, or other proceeding
84 challenging or affecting the legality of the transaction contemplated by this
85 Agreement, or seeking the restraint, prohibition, damages or other relief in
86 connection with this Agreement or the use intended for the Property by the
87 Developer, shall have been instituted or threatened by any person, agency,
88 or other entity prior to the Closing, which would reasonably be expected to
89 prohibit or materially interfere with the transaction contemplated by this
90 Agreement.

91 (c) Payment of Purchase Price. The Developer shall pay the Purchase
92 Price outlined in the above Section 3.

93 (d) Execution and Delivery of Development Agreement, Memorandum
94 of Agreements and Related Documents. The Developer shall have executed

95 and delivered the Development Agreement in form and substance
96 reasonably acceptable to the Parties (the “Development Agreement”), the
97 Development Finance Agreement in form and substance reasonably
98 acceptable to the Parties (the “Development Finance Agreement”), the
99 Memorandum (as defined in Section 11 below), and a Completion Guaranty
100 for Lot 1 in substantially the form attached hereto as **Exhibit E1** (the “Lot
101 1 Completion Guaranty”).

102 (e) Representations. Each of the representations and warranties of the
103 Developer in this Agreement shall be true and correct in all material respects
104 as of the Closing Date.

105 (2). Termination. In the event the conditions listed above (the “Authority
106 Conditions”) have not been satisfied or waived by the Authority on or before the
107 Closing Date, the Developer may terminate this Agreement.

108 **B. Developer’s Contingencies to Closing.**

109 (1). The obligation of the Developer to consummate the transaction
110 contemplated hereby is subject to the fulfillment of all of the following conditions
111 (the “Developer Conditions”) on or before the Closing Date as indicated below (all
112 of which may be waived by the Developer in whole or in part, in its sole discretion):

113 (a) Compliance with Agreement. The Authority shall have performed
114 and complied with all of its obligations under this Agreement, in all material
115 respects, to the extent such obligations are to be performed or complied with
116 by the Authority.

117 (b) No Misrepresentation or Breach of Covenants and Warranties. Each
118 of the representations and warranties of the Authority in this Agreement
119 shall be true and correct in all material respects as of the Closing Date.

120 (c) No Litigation. No litigation, threat, investigation, or other
121 proceeding challenging or affecting the legality of the transaction
122 contemplated by this Agreement, or seeking the restraint, prohibition,
123 damages or other relief in connection with this Agreement or the use
124 intended for the Property by the Developer, which would reasonably be
125 expected to have an adverse impact, in any respect, on the Property or the
126 Developer's intended use, individually or in the aggregate shall have been
127 instituted or threatened by any person, agency, or other entity prior to the
128 Closing.

129 (d) Developer's Financing and Approvals.

130 (a) The Developer has secured sources of financing and
131 private equity with terms reasonably acceptable to the Developer.

132 (b) The Developer has secured all necessary approvals
133 and confirmations that all necessary actions by any governmental
134 instrumentality, agency or affiliate (such as but not limited to the
135 Authority and the City of West Allis (the "City") have been taken
136 for the full execution and performance under this Agreement,
137 excluding those additional approvals that may be required to support
138 individual tenancies proposed to occupy the Project.

139 (c) The Development Agreement and the Development
140 Finance Agreement have been fully executed by Developer prior to
141 Closing.

142 (e) The Authority and the City and any of the other parties thereto shall
143 have executed and delivered the Development Agreement, the
144 Development Finance Agreement and the Memorandum, as applicable.

145 (f) Authority's Approvals, Test, and Reports. The Authority has
146 furnished to the Developer the Due Diligence Documents (as hereinafter
147 defined).

148 (g) Government Approvals. The Developer shall have confirmed prior
149 to Closing that the Developer has obtained adequate assurances of the
150 availability of any governmental permits, easement agreements, licenses,
151 and approvals that are or may be necessary to develop and use the Property
152 in the manner intended by the Development Agreement; provided, however,
153 if any such approvals cannot be obtained within said time period, the date
154 for Closing shall be extended for a reasonable time to allow all approvals to
155 be obtained, provided the Developer is pursuing such approvals in good
156 faith and with due diligence. This Condition excludes those additional
157 approvals that may be required to support individual tenancies proposed to
158 occupy the Project.

159 (h) Omitted.

160 (i) Utilities and Access. The Developer shall have been satisfied, in its
161 sole discretion, with the location, availability, sufficiency and suitability of
162 municipal and other utilities in connection with the Developer's intended

163 use of the Property. The Authority makes no representations or warranties
164 concerning the location or the condition of utilities. The Developer shall
165 have been satisfied, in its sole discretion, that all access connections to
166 public rights-of-way are available and sufficient to allow construction and
167 operation of the Project.

168 (j) Due Diligence. The Developer and its lender (if any) shall have
169 been satisfied, in their sole discretion, with the physical condition of the
170 Property, including any environmental conditions, and with the condition
171 of title to the Property.

172 (k) Title Policy. The Title Company shall be ready, willing and able to
173 issue at Closing (upon payment of the premiums and other charges) the Title
174 Policy (as hereinafter defined) ensuring fee simple title to the Property to
175 the Developer, subject only to Permitted Encumbrances (as hereinafter
176 defined) and shall irrevocably agree to do so for the Closing.

177 (l) No New Encumbrances. There shall be no new encumbrances
178 against title reflected in the Title Policy or any updated Title Commitment
179 (as hereinafter defined) for the Property, unless approved by the Developer
180 in writing.

181 (m) No Material Change. There shall not have occurred any change, and
182 no circumstance shall have occurred, including, without limitation, with
183 respect to the condition (including, without limitation, the environmental
184 condition) or the zoning or permitting or leasing of the Property except
185 changes caused by the actions of Developer or an affiliate of the Developer
186 prior to Closing. City shall provide, upon request, written confirmation of

187 the absence of any existing or planned condemnation or moratorium
188 affecting the Property.

189 (2). Termination. In the event the Developer has failed to satisfy or waive any
190 of the Developer Conditions on or before Closing, the Authority may terminate this
191 agreement.

192 **10. Obligations and Title Matters.**

193 **A. Authority's Obligations.** The Authority's obligations under this Agreement
194 include:

195 (1). Zoning and Permitting Cooperation. The Authority shall cooperate with the
196 Developer through the term of this Agreement and shall promptly assist in
197 obtaining and expediting the necessary review by the City and in processing all
198 submissions and applications for zoning matters, permits, and licenses in
199 accordance with the applicable City ordinances. As of the Closing, all zoning and
200 permit approvals necessary for the construction of the Project will have been
201 granted.

202 (2). Due Diligence Documents. The Authority has delivered to the Developer
203 such documents in the Authority's or the City's possession or under its control and
204 the Authority shall promptly deliver such additional documents that the Authority
205 may obtain hereafter, as may be requested by the Developer for purposes of
206 evaluating the Property and its ability to use the Property for the use intended by
207 the Developer under this Agreement (collectively, the "Due Diligence
208 Documents").

209 (3). Operation and Maintenance of the Property before Closing. Between the
210 Effective Date and the Closing, the Authority covenants and agrees that it will:

- 211 (a) Fulfill its obligations under the Staging and Grading Temporary
212 Easement Agreement dated October 25, 2021, by and between the Authority
213 and Makers Row I LLC (“Makers Row I”), as assignee of Mandel
214 Development, Inc. (as amended, the “Staging Easement”), and otherwise
215 not cause any use of or allow any public access onto the Property;
- 216 (b) continuously maintain in full force and effect liability insurance
217 coverage with respect to the Property, as typically maintained in the
218 Authority’s ordinary course of business, in addition to that insurance
219 provided by Makers Row I or its contractor under the Staging Easement;
- 220 (c) not do or permit to be done any act with respect to the Property that
221 would adversely affect or make more expensive the Developer’s intended
222 use thereof as set forth in the Development Agreement.

223 **B. Approvals.** The Developer is responsible, at its sole cost, to seek and obtain all
224 necessary governmental approvals as may be required for the Developer’s intended use of
225 the Property as set forth in the Development Agreement.

226 **C. Title Evidence and Documents.**

227 (1). Title Commitment. The Developer shall obtain and pay for prior to or at
228 Closing commitments (each a “Title Commitment” and collectively, the “Title
229 Commitments”) from First American Title Insurance Company (the “Title
230 Company”) to issue owner’s policies of title insurance (collectively, the “Title
231 Policy”) to the Developer or its permitted assigns in the amount of the Purchase
232 Price of the Property or such higher amount as reflects the Developer’s projected
233 development costs for the Project, which Title Commitments shall show the
234 Authority’s title to be merchantable as of the Closing Date, subject only to such

235 liens as will be paid out of the proceeds of closing and such exceptions to title which
236 will not unreasonably inhibit, prohibit or impair the Developer's use of the Property
237 for the Developer's intended uses as set forth in the Development Agreement and
238 which are approved by Developer in writing ("Permitted Encumbrances"). The
239 Authority shall release, or cause to be released, any encumbrances in favor of the
240 Authority or the City other than Permitted Encumbrances.

241 (2). Survey. The Developer shall be responsible for obtaining and paying for an
242 ALTA/NSPS survey(s) ("Survey") of the Property if required by the Developer to
243 pursue its intended development of the Property.

244 (3). Objections. The Developer, at least fifteen (15) calendar days prior to
245 Closing shall submit to the Authority in writing a list of matters affecting the
246 Property to which the Developer objects ("Title Objections"). Such Title
247 Objections shall not have been caused by Developer's contractor, or any of its
248 affiliates. The Authority shall have ten (10) calendar days to remove or cause the
249 Title Company to insure over the Title Objections. Failure of Authority to notify
250 Developer that said objections will be removed or waived constitutes refusal of
251 Authority to agree to such waiver or removal. The Developer reserves the right to
252 approve the means and methods by which the Authority proposes to remove or
253 cause the Title Company to insure over the Title Objections. In the event that the
254 Authority is unable or unwilling to remove the Title Objections to the Developer's
255 satisfaction, the Developer shall have five (5) calendar days from the expiration of
256 such ten (10) calendar day period, to deliver written notice to the Authority waiving
257 the Title Objections. If the Developer does not waive the Title Objections, then

258 this Agreement shall be null and void and both the Developer and the Authority
259 shall have no further liabilities under this Agreement.

260 **D. Assessments.** As of the date hereof and as of the Closing Date, the Property is not
261 and will not be subject to real estate taxes or assessments in the year of Closing and any
262 year prior thereto. The Authority represents to the Developer that there are no special
263 assessments or charges outstanding for public improvements that have been made, or will
264 have been made, against the Property that have not been paid. Developer agrees to pay
265 any operating expenses assignable to the Property for calendar year 2024 arising from the
266 Reciprocal Easement and Operating Agreement recorded in the Register’s Office on
267 December 30, 2021 as Document No. 11203577 (the “REA”). The Developer shall pay all
268 taxes, special assessments, and charges first made against the Property on and after
269 Closing.

270 **11. Memorandum of Agreements.** The Authority and the Developer agree that, on or before
271 Closing, they will execute a Memorandum of this Agreement, the Development Finance
272 Agreement and the Development Agreement to be recorded in the Register’s Office against the
273 Property in substantially the form to be attached hereto as **Exhibit D** (the “Memorandum”). The
274 Parties further agree that the Memorandum shall be recorded prior to the Developer attaching any
275 mortgage, lien, or other encumbrance on the Property except for any mortgage or lien granted to a
276 lender in connection with its construction and permanent loans on the Property.

277 **12. Closing and Closing Costs.** The Closing shall be held at such place as the Parties may
278 mutually agree on or before the Closing Date. Time is of the essence.

279 **A.** Closing will be through an escrow account with the Title Company.

280 **B.** Closing Costs will be allocated as follows:

- 281 (1). The Developer shall pay the cost to record each Deed and its loan
282 documents;
- 283 (2). The Authority shall pay the recording fee for any satisfaction of its existing
284 liens and encumbrances and the Memorandum;
- 285 (3). Each Party shall pay its own attorney's and other professional fees; and
- 286 (4). All other non-specified closing costs, including the costs of the Title
287 Commitments, Title Policy (and any endorsements thereto, including, but not
288 limited to, a GAP endorsement) and Survey (if any) shall be paid by the Developer.

289 **13. Representations and Warranties.**

290 **A. Authority's Representations and Warranties.** The Authority hereby represents
291 and warrants that as of the date hereof and as of the Closing Date:

292 (1). Organization; Good Standing. The Authority is a Community Development
293 Authority duly organized and validly existing under Sec. 66.1335 of the laws of the
294 State of Wisconsin. The Authority has full power and authority to sell, own, or
295 hold under lease its properties and assets and to carry on its business as presently
296 conducted, to enter into this Agreement, and to carry out the transactions
297 contemplated hereby.

298 (2). Authorization. The execution and delivery of this Agreement and the
299 consummation by the Authority of the transaction contemplated hereby are within
300 the power and authority of the Authority and have been duly authorized by all
301 necessary actions on the part of the Authority and the persons executing this
302 Agreement on behalf of the Authority have been duly authorized.

303 (3). No Violation or Conflict. The execution, delivery, and performance of this
304 Agreement by the Authority does not and will not conflict with or violate any law,

305 regulation, judgment, deed restriction, order, decree, or any contract or agreement
306 to which the Authority is a party or by which it is bound.

307 (4). Floodplain. No part of the Property is located in a floodplain, flood hazard
308 area, shore land, wetland, or similarly restricted area.

309 (5). Liens. Excluding work performed by the Developer, all work performed or
310 materials furnished for lienable work on the Property contracted for by the
311 Authority shall have been fully paid for, and, if applicable, the Authority shall
312 provide the Developer with appropriate lien waivers or releases from any and all
313 contractors, laborers, or materialmen furnishing labor or material for lienable work
314 on the Property during the six (6) months preceding the Closing Date and contracted
315 for by the Authority.

316 (6). Easements. There are no easements which would provide access or use
317 of any portion of the Property to any other party, other than those parties signatory
318 to the REA and the general public.

319 (7). Leases. There are no written or oral leases, occupancy agreements or rights
320 of possession affecting the Property, except for the Staging Easement and the REA.
321 There are no rights of first refusal, options to purchase or other restrictions upon
322 the free transferability of the Property.

323 (8). Service Agreements. There are no existing service, maintenance or
324 management agreements or any other agreements with regard to the Property.

325 (9). No Default, Violation or Litigation. Regarding the Property and, to the
326 Authority's knowledge, the Authority is not in violation of any regulation, law,
327 order of any court, federal, state, or municipal, or other governmental department,
328 commission, board, bureau, agency or instrumentality, or restriction or covenant

329 contained in any agreement or document of title (including, without limitation,
330 legislation, regulations and agreements applicable to environmental protection,
331 civil rights, public and occupational health and safety), nor has the Authority
332 received any notice of noncompliance that has not been remedied, except as set
333 forth in subsection (9) below as to certain environmental conditions. To the
334 Authority's knowledge, there are no lawsuits, proceedings, claims, governmental
335 investigations, citations or actions of any kind pending or threatened against the
336 Authority or against the Property nor is there any basis known to the Authority for
337 any such action, and there is no action, suit or proceeding by any governmental
338 agency pending or threatened which questions the legality, validity or propriety of
339 the transaction contemplated hereby nor is there any basis known to the Authority
340 for any such action.

341 (10). Laws. Except for the exhibits and schedules attached to this Agreement
342 relating to environmental condition and any documents listed thereon, there is no
343 government agency or court order requiring repairs, alterations, or corrections of or
344 relating to the Property or any condition which might be cause for any such order,
345 and to the Authority's knowledge, the Property complies with all laws. Further,
346 except for documents provided to Developer as part of the Due Diligence
347 Documents relating to the environmental condition, to the Authority's knowledge,
348 there is no violation of any law or any building, zoning, environmental, or other
349 ordinance, code, rule, or regulation and no notice from any governmental body or
350 other person has been served upon the Authority or upon the Property, claiming the
351 violation of any such law, ordinance, code rule, or regulation; there are no legal
352 actions, suits, or administrative proceedings, including condemnation, pending or

353 threatened against the Property. The Authority has provided to the Developer all
354 materials in the possession of the Authority related to known environmental
355 conditions of the Property.

356 (11). Warranty. The Authority acknowledges that the warranties and
357 representations made herein and by the Authority are a material inducement to the
358 Developer entering into this Agreement, the Developer is entitled to rely upon these
359 warranties and representations despite independent investigation undertaken by the
360 Developer and that the warranties and representations made here and by the
361 Authority shall survive the Closing and the execution and delivery of each Deed.

362 **B. Developer's Representations and Warranties**. The Developer hereby represents
363 and warrants that as of the date hereof and as of the Closing Date:

364 (1). Organization; Good Standing. The Developer is a Wisconsin limited
365 liability company duly organized and validly existing under the laws of the State of
366 Wisconsin and authorized to do business in the State of Wisconsin. The Developer
367 has full power and authority to acquire and own real estate and to carry on its
368 business as presently conducted, to enter into this Agreement, and to carry out the
369 transaction contemplated hereby.

370 (2). Authorization. The execution and delivery of this Agreement and the
371 consummation by the Developer of the transaction contemplated hereby are within
372 the power and authority of the Developer and have been duly authorized by all
373 necessary actions on the part of the Developer, and the persons executing this
374 Agreement on behalf of the Developer have been duly authorized.

375 (3). No Violation or Conflict. The execution, delivery, and performance of this
376 Agreement by the Developer do not and will not conflict with or violate any law,

377 regulation, judgment, deed restriction, order, decree, or any contract or agreement
378 to which the Developer is a party or by which it is bound.

379 (4). Litigation. To the Developer's knowledge, there are no lawsuits,
380 proceedings, claims, governmental investigations, citations or action of any kind
381 pending or threatened against the Developer, nor is there any basis known to the
382 Developer for any such action, and there is no action, suit or proceeding by any
383 governmental agency pending or threatened which questions the legality, validity
384 or propriety of the transactions contemplated hereby nor is there any basis known
385 to the Developer for any such action.

386 (5). Warranty. The Developer acknowledges that the warranties and
387 representations made here and by the Developer are a material inducement to the
388 Authority entering into this Agreement, the Authority is entitled to rely upon these
389 warranties and representations despite independent investigation undertaken by the
390 Authority and that the warranties and representations made here and by the
391 Developer shall survive the Closing and the execution and delivery of each Deed.

392 **C. Waiver and Release**. Except to matters otherwise specifically set forth herein,
393 including this Section 13, in any closing documents signed in connection with this
394 Agreement, such as, but not limited to, the Development Agreement and the Development
395 Finance Agreement, if this transaction closes, the Developer agrees to waive, release and
396 forever discharge the Authority and the Authority's officers, employees and agents or any
397 other person acting on behalf of the Authority of and from any claims, actions, causes of
398 action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or
399 indirect, known or unknown, foreseen or unforeseen, which the Developer now has or
400 which may arise in the future on account of or in any way growing out of or connected

401 with this transaction. This waiver and release does not extend to any matter with respect
402 to which the Authority had actual notice or knowledge prior to Closing and failed to
403 disclose to the Developer, any matter for which the Authority has given its warranty, or to
404 any breach of this Agreement.

405 **14. Time of the Essence.** Time is of the essence with respect to all obligations arising
406 hereunder.

407 **15. Brokers.** The Authority hereby represents and warrants that it has not engaged the services
408 of any real estate agent, broker or firm in connection with the Property or this transaction, other
409 than The Boerke Company, Inc. (the "Authority's Broker"). The Authority shall be responsible
410 for and shall indemnify and hold the Developer and its affiliates harmless for any claim for
411 commission made by any agent or broker, including the Authority's Broker, claiming to have acted
412 on the Authority's behalf or otherwise in connection with the sale or conveyance of the Property.
413 The Developer hereby represents and warrants that it has not engaged the services of any real estate
414 agent, broker or firm in connection with the Property or this transaction. The Developer shall be
415 responsible for and shall indemnify and hold the Authority harmless for any claim for commission
416 made by any agent or broker claiming to have acted on the Developer's behalf or otherwise in
417 connection with leasing of any portion of the Property.

418 **16. Closing Documentation.**

419 **A.** The Closing on the purchase and sale of the Property shall occur after the City, the
420 Authority and the Developer have placed all documents and funds into a trust or escrow
421 with the Title Company, at least one business day prior to the Closing Date. The Title
422 Company shall prepare a closing statement setting forth a summary of the Purchase Price
423 and debits and credits to the Developer and the Authority for Closing. The Title Company
424 shall provide and record at Closing a properly completed Wisconsin Real Estate Transfer

425 Return. A payout letter shall be delivered at Closing for any mortgages or other liens being
426 satisfied as of the Closing Date.

427 **B.** At least one business day prior to the Closing, the Parties shall deliver, or cause to
428 be delivered, to the Title Company with directions to record and/or deliver to the other
429 Parties at Closing, fully executed originals of the following (as applicable):

430 (1). Warranty Deed. The Deeds to the Property executed by the Authority.

431 (2). Development Agreement. The Development Agreement executed by the
432 Parties.

433 (3). Development Finance Agreement. The Development Finance Agreement
434 executed by the City and the Parties.

435 (4). Memorandum of Agreements. The Memorandum executed by the City and
436 the Parties.

437 (5). Title Affidavits. Owner's affidavits and standard GAP affidavits required
438 by the Title Company for title insurance purposes, executed by the Authority.

439 (6). Other Documents. Such other documents and instruments reasonably
440 requested by the Title Company to consummate the transactions contemplated by
441 this Agreement.

442 (7). Lot 1 Completion Guaranty. The Lot 1 Completion Guaranty executed by
443 the Developer.

444 **17. Possession.** At Closing, the Authority shall deliver to the Developer legal and physical
445 possession of the Property.

446 **18. Independent Consideration and Project Documents.** In the event the Developer
447 terminates this Agreement prior to Closing, the Developer shall deliver to the Authority the Title
448 Commitments and shall pay to the Authority One and No/100 Dollar (\$1.00) as consideration for

449 entering into this Agreement (the “Independent Consideration”), which amount the Parties
450 bargained for and agreed to as consideration for the Authority’s grant to the Developer of the
451 Developer’s exclusive right to purchase the Property pursuant to the terms hereof and for the
452 Authority’s execution, delivery and performance of this Agreement. Each Party waives any and
453 all claims or defenses to enforceability of this Agreement in any way predicated upon the broad
454 discretion afforded the Developer in evaluating the satisfaction of conditions precedent to the
455 Developer’s performance. The provisions of this Section 18 shall survive termination of this
456 Agreement.

457 **19. Condemnation.** If, prior to the Closing Date, an authority other than the Authority itself
458 takes the Property or any material portion thereof by power or exercise of eminent domain, or
459 institutes any proceedings to effect such a taking, the Authority shall immediately give the
460 Developer notice of such occurrence, and the Developer shall have the option to terminate this
461 Agreement, whereupon no Party shall have any obligation to another under this Agreement;
462 provided, however, if such action is instituted by the Authority, the Authority shall reimburse the
463 Developer for actual pre-development expenses, including sitework expenses, incurred by the
464 Developer prior to the date of such notice. If this Agreement is not so terminated, the conveyance
465 that is the subject of this Agreement shall be completed and the Developer shall receive all
466 proceeds of such condemnation. As used herein, a material portion of the Property shall be deemed
467 taken if the same shall unreasonably interfere with the intended use of the Property by the
468 Developer.

469 **20. No Partnership or Venture.** The Developer and its contractors or subcontractors shall be
470 solely responsible for the completion of the Project. Nothing contained in this Agreement shall
471 create or effect any partnership, venture or relationship between the Authority and the Developer
472 or any contractor or subcontractor employed by the Developer in the construction of the Project.

473 No elected official, member, officer, or employee of the Authority during his/her tenure or for one
474 year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any
475 proceeds thereof.

476 **21. Notices.** All notices permitted or required by this Agreement shall be given in writing and
477 shall be considered given upon receipt if hand delivered to the party or person intended, or one
478 calendar day after deposit with a nationally recognized overnight commercial courier service, or
479 two (2) business days after deposit in the United States mail, postage prepaid, by certified mail,
480 return receipt requested, addressed by name and address to the party or person intended as follows:

481 To the Authority: Community Development Authority of the City of West Allis
482 Office of the Executive Director
483 7525 West Greenfield Avenue
484 West Allis, WI 53214
485 Attn: Executive Director
486

487 With a copy to: City of West Allis
488 Office of the City Attorney
489 7525 West Greenfield Avenue
490 West Allis, WI 53214
491 Attn: City Attorney
492

493 To Developer: Makers Row QOZB, LLC
494 330 East Kilbourn Avenue
495 Suite 600 South
496 Milwaukee, WI 53202
497 Attn: Robert B. Monnat
498

499 With a copy to: Godfrey & Kahn, S.C.
500 833 East Michigan Street, Suite 1800
501 Milwaukee, WI 53202
502 Attn: Marvin C. Bynum II
503

504 **22. Further Assurances.** Following the Closing Date, each of the Parties will take such
505 further actions and execute and deliver such additional documents and instruments as may be
506 reasonably requested by any other Party in order to perfect and complete the purchase and sale of
507 the Property as set forth herein as well as any other transactions specifically contemplated herein.

508 **23. Waiver of Terms.** Except as otherwise provided herein, any of the terms or conditions of
509 this Agreement may be waived at any time by the Party or Parties entitled to benefit thereof, but
510 only by a written notice signed by the Party or Parties waiving such terms or conditions. The
511 waiver of any term or condition shall not be construed as a waiver of any other term or condition
512 of this Agreement.

513 **24. Amendment of Agreement.** This Agreement may be amended, supplemented, or
514 modified at any time, but only by a written instrument duly executed by the Authority and the
515 Developer.

516 **25. Governing Law and Venue.** This Agreement shall, in all respects whether as to validity,
517 construction, capacity, performance, or otherwise, be governed by the laws of the State of
518 Wisconsin. Any suit or proceeding arising out of or related to this Agreement shall be commenced
519 and maintained only in a court of competent jurisdiction in the state or federal courts located in
520 Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive
521 jurisdiction of such courts.

522 **26. Successors and Assigns.** This Agreement and all rights and obligations therein, including
523 but not limited to the indemnification provisions thereunder, may be assigned in whole or in part
524 by the Developer to an affiliated entity upon notice to the Authority. For purposes of this Section
525 27, the term “affiliated entity” shall mean an entity controlling or controlled by or under common
526 control of the Project with the Developer. This Agreement may also be collaterally assigned in
527 whole or in part by the Developer to any lender or lenders holding a mortgage on all or any part
528 of the Property. No such lender shall have any liability hereunder unless said lender elects to
529 effectuate such assignment and exercise the Developer’s rights hereunder.

530 **27. Execution in Counterparts.** This Agreement may be executed simultaneously in one or
531 more counterparts, each of which shall be deemed an original Agreement, but all of which together
532 shall constitute one and the same instrument.

533 **28. Titles and Headings.** Titles and headings to sections or subsections are for purposes of
534 references only and shall in no way limit, define, or otherwise affect the provisions herein.

535 **29. Entire Agreement.** This Agreement, including the schedules and exhibits annexed hereto,
536 constitutes the entire agreement and supersedes all other prior agreements and understandings,
537 both written and oral, by the Parties or any of them, with respect to the subject matter hereof.

538 **30. Interpretation.** Unless the context requires otherwise, all words used in this Agreement
539 in the singular number shall extend to and include the plural, all words in the plural number shall
540 extend to and include the singular, and all words in any gender shall extend to and include all
541 genders.

542 **31. Construction.** The Authority and the Developer acknowledge that each party and its
543 counsel have reviewed and revised this Agreement and that the normal rule of construction to the
544 effect that any ambiguities are to be resolved against the drafting party shall not be employed in
545 the interpretation of this Agreement or any amendments or exhibits hereto.

546 **32. Severability.** If any term or provision of this Agreement is determined to be invalid, illegal
547 or incapable of being enforced by any rule or law, or public policy, all other conditions and
548 provisions of this Agreement shall nevertheless remain in full force and effect.

549 **33. Default Provisions and Remedies.**

550 **A. Authority Remedies.** In the event that the purchase and sale of the Property is not
551 consummated because of the Developer's failure to perform its obligations under this Agreement,
552 then, ten (10) business days after the Authority provides written notice to the Developer describing
553 such default, and should the Developer have failed to cure, commence to cure the specified default

554 within said ten (10) business day period, the Authority shall provide a second written notice to the
555 Developer stating such Developer failure ("Second Default Notice"). If, after five (5) business
556 days after receipt of such Second Default Notice, the Developer still has not cured the specified
557 default, then the Authority shall have the right to terminate this Agreement by written notice to the
558 Developer as the Authority's sole remedy and retain ownership of the Property; provided,
559 however, if when applicable the Developer cannot reasonably cure the specified default within
560 such five (5) business day period, such period shall be extended for a reasonable time to allow the
561 Developer to cure the specified default, provided the Developer delivers to the Authority
562 reasonable written evidence that the Developer is pursuing such cure in good faith and with due
563 diligence.

564 **B. Developer Remedies.** In the event that the purchase and sale of the Property is not
565 consummated because of the Authority's failure to perform its obligations under this Agreement
566 within three (3) business days after written notice from the Authority, then the Developer shall
567 have the following rights and remedies, which shall be cumulative to the fullest extent permitted
568 by law: (1) to seek injunctive relief; (2) to bring an action for specific performance; (3) to terminate
569 this Agreement upon notice to the Authority, whereupon the Developer and the Authority shall
570 have no further rights, obligations or liabilities hereunder, except for those agreements, which by
571 their terms, expressly survive termination of this Agreement; and (4) to bring an action for direct
572 money damages.

573 **C. Limitation on Remedies.** Neither party shall be liable to the other for
574 consequential, indirect, incidental or exemplary damages, whether based on contract, negligence,
575 and strict liability or otherwise. In any action to enforce this Agreement, the prevailing party shall
576 be entitled to its costs, including statutory attorney's fees.

577 **34. No Reliance.** No third party, except for the City as to Section 11 of this Agreement, is
578 entitled to rely on any of the representations, warranties, or agreements of the Developer or the
579 Authority contained in this Agreement. The Parties assume no liability to any third party because
580 of any reliance on the representations, warranties and agreements of the Parties contained in this
581 Agreement.

582 **35. Survive the Closing.** The agreements, covenants, warranties and representations
583 contained herein shall survive the Closing of the transaction contemplated herein.

584 **36. Representations and Warranties.** All representations and warranties contained in any
585 certificate, instrument, or document executed and delivered by any Party pursuant to this
586 Agreement and the transactions contemplated hereby prior to Closing shall, unless otherwise
587 expressly provided therein or in this Agreement, be deemed representations and warranties by such
588 Party solely for purposes of establishing if a breach of any representation or warranty has occurred
589 hereunder and nothing contained herein will in any way modify, change or prolong the survival or
590 term of any such warranty or representation.

591 **37. Binding Effect.** The terms and conditions of this Agreement shall be binding upon and
592 benefit the Parties and their respective successors and assigns.

593 **38. Good Faith.** The Parties covenant and agree to act in good faith in the performance and
594 enforcement of the provisions of this Agreement.

595 **39. Confidentiality Agreement.** The Authority acknowledges that certain portions of the
596 materials to be exchanged pursuant to this Agreement contain sensitive and proprietary
597 information relating to the Developer, the Property, and the Project and that disclosure could cause
598 irreparable harm if such materials were to be made available to the general public. Additionally,
599 certain of the materials to be exchanged may be trade secrets or copyrighted. The Parties further
600 acknowledge that the Authority is subject to the requirements of the Wisconsin Public Records

601 Law, Wis. Stats. §§19.21 et seq. Under these statutes, all documents and records are subject to
602 public disclosure, unless there is a statutory, common law, or public policy reason for
603 nondisclosure.

604 **40. Force Majeure.** No Party shall be responsible to the other Party for any resulting losses,
605 and it shall not be an Event of Default hereunder, if fulfillment of any of the terms of this
606 Agreement is delayed or prevented by reason of acts of God, inclement weather, civil disorders,
607 pandemics, national epidemics, wars, acts of enemies, strikes, lockouts, or similar labor troubles,
608 fires, floods, legally required environmental remedial actions, shortage of materials, relocation of
609 utilities, or by other cause not within the control of the Party whose performance was interfered
610 with ("Force Majeure"), and which by the exercise of reasonable diligence such Party is unable to
611 prevent. The time for performance shall be extended by the period of delay occasioned by such
612 Force Majeure.

613 **[Signature Pages Follow]**

AGREED TO BY AND BETWEEN the Developer and the Authority on the date first set forth above.

AUTHORITY:

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

By: _____
Name: _____
Title: _____

Dated: _____

Approved as to form this ____ day
of _____, 20254.

Name: _____
Title: _____

[Signature Page to Purchase and Sale Agreement – Makers Row]

DEVELOPER:

MAKERS ROW QOZB, LLC,
a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

Dated: _____

[Signature Page to Purchase and Sale Agreement – Makers Row]

EXHIBITS TABLE

- Exhibit A - Property**
 - Exhibit B - Warranty Deed Form**
 - Exhibit C - WIDNR Letter – Soil Management**
 - Exhibit D - Memorandum of Agreements**
 - Exhibit E - Form of Completion Guaranty**
- Lot 1**

EXHIBIT A

Property

LOT 1:

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

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP NO. 9370; THENCE SOUTH 88°07'11" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET, 16.00 FEET; THENCE NORTH 00°45'33" WEST, 175.51 FEET, THENCE NORTH 88°07'11" EAST, 16.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 00°45'28" EAST ALONG THE EAST LINE OF SAID LOT 1, 175.51 FEET TO THE POINT OF BEGINNING.

Parcel Identification No.: 454-0653-000

EXHIBIT B
Warranty Deed Form
(See attached)

B-1

WARRANTY DEED

THIS DEED, made between the Community Development Authority of the City of West Allis ("Grantor"), and Makers Row QOZB, LLC, a Wisconsin limited liability company ("Grantee"). Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Milwaukee County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Exhibit A attached hereto.

This is not homestead property.

Marvin C. Bynum II
Godfrey & Kahn, S.C.
833 E. Michigan Street, Suite 1800
Milwaukee, WI 53202

454-0653-000

Parcel Identification Number (PIN)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: NONE.

Dated _____, 20253

(SEAL)

* _____

* _____

(SEAL)

* _____

* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF _____)
COUNTY _____)

* _____
TITLE: MEMBER STATE BAR OF
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named _____
to me known to be the person(s) who executed the foregoing

THIS INSTRUMENT DRAFTED BY:

Marvin C. Bynum II, Godfrey & Kahn, S.C.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

B-2

Document Number

Document Name

EXHIBIT A

Legal Description of Property

PARCEL 1:

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

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP NO. 9370; THENCE SOUTH 88°07'11" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET, 16.00 FEET; THENCE NORTH 00°45'33" WEST, 175.51 FEET, THENCE NORTH 88°07'11" EAST, 16.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 00°45'28" EAST ALONG THE EAST LINE OF SAID LOT 1, 175.51 FEET TO THE POINT OF BEGINNING.

Parcel Identification No.: 454-0653-000

EXHIBIT C
WIDNR Letter – Soil Management
(See attached)

C-1

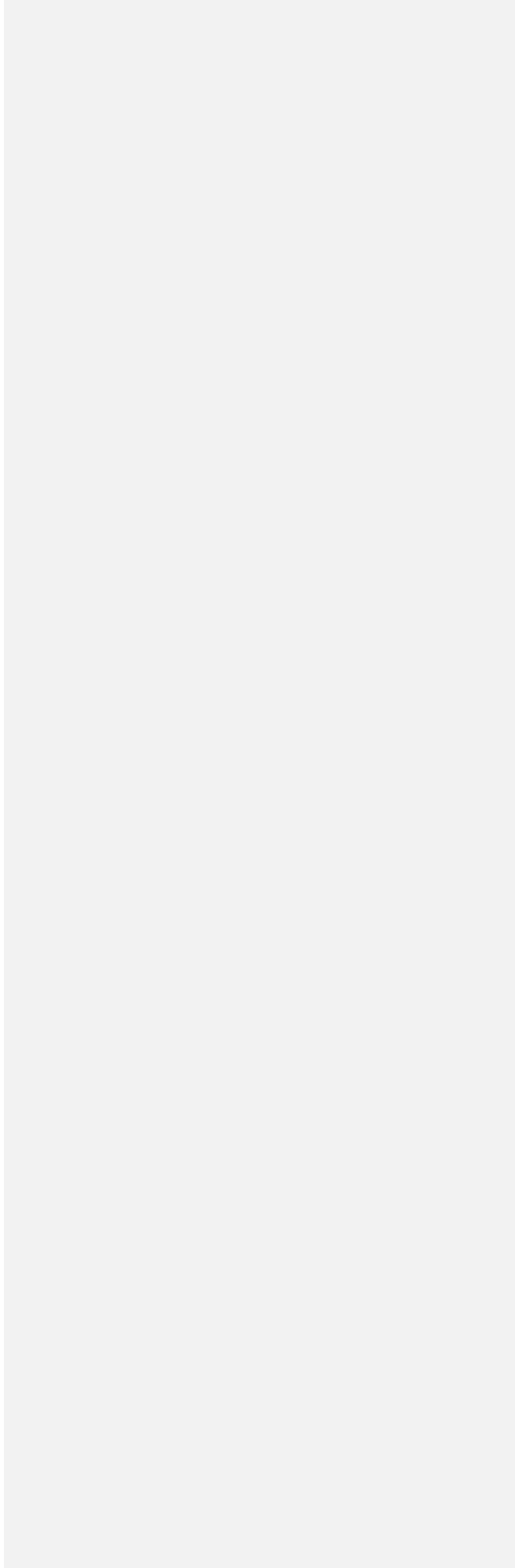


EXHIBIT D
Memorandum of Agreements
(See attached)

D-1

DOCUMENT NO.

**MEMORANDUM OF PURCHASE AND SALE
AGREEMENT, DEVELOPMENT
AGREEMENT AND DEVELOPMENT FINANCE
AGREEMENT**

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS
Marvin C. Bynum II
Godfrey & Kahn, S.C.
833 East Michigan St., Suite 1800
Milwaukee, WI 53202

See Exhibit A attached hereto
~~454-0653-0000~~

Parcel Identification Number(s)

Drafted by:
Marvin C. Bynum II
Godfrey & Kahn, S.C.
833 E. Michigan St., Suite 1800
Milwaukee, WI 53202

D-2

**MEMORANDUM OF PURCHASE AND SALE AGREEMENT, DEVELOPMENT
AGREEMENT AND DEVELOPMENT FINANCE AGREEMENT**

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT, DEVELOPMENT AGREEMENT AND DEVELOPMENT FINANCE AGREEMENT (this “Memorandum”) is made this ____ day of _____, 2025, by the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes (the “Authority”), and Makers Row QOZB, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

WHEREAS, the Authority and the Developer entered into that certain Purchase and Sale Agreement dated as of _____, 2025 (as the same may be amended, the “Purchase Agreement”) with respect to the purchase and sale of the land described on Exhibit A attached hereto and all improvements located thereon (collectively, the “Property”); and

WHEREAS, the Authority and the Developer entered into that certain Development Agreement dated as of _____, 20254 (as the same may be amended, the “Development Agreement”) with respect to the Property; and

WHEREAS, the Authority and the Developer entered into that certain Development Finance Agreement dated as of _____, 20254 (as the same may be amended, the “Development Finance Agreement” and together with the Purchase Agreement and the Development Agreement, the “Agreements”) with respect to the Property; and

WHEREAS, the Authority and the Developer desire to place this Memorandum of record in the real estate records for Milwaukee County, Wisconsin, providing notice to third parties of the Agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Notice is hereby given that the Authority and the Developer have executed the Agreements affecting the Property. Until termination of the Agreements, the Agreements run with the Property, including the land described on Exhibit A attached hereto, and is binding upon the Property and any owner, lessee, occupant and/or mortgagee of all or any portions of the Property and their successors and assigns.

2. Notice is hereby further given that under the Development Agreement, upon certain default by the Developer, the Authority may exercise its right to repurchase a portion of the Property from the Developer. The terms and conditions of such reversionary interest are set forth in the Development Agreement.

3. The terms, conditions and other provisions of the Agreements are set forth in the Agreements, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof.

4. This Memorandum is not a complete summary of the Agreements. Provisions in this Memorandum shall not be used in interpreting the provisions of the Agreements. In the event of conflict between this Memorandum and any of the Agreements, the applicable Agreement shall control.

5. This Memorandum shall be binding upon the parties hereto and their respective successors and assigns and shall run with the Property.

6. This Memorandum may be executed in any number of counterparts, each of which shall constitute an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Memorandum is executed as of the date first above written.

AUTHORITY:

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WEST ALLIS

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025,
_____, _____ of the Community Development Authority
of the City of West Allis, to me known to be the person(s) who executed the foregoing instrument,
and to me known to be such _____, and acknowledged that he/she/they executed
the foregoing instrument as such officer(s) as the deed of said Community Development Authority
by its authority.

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

DEVELOPER:

MAKERS ROW QOZB, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2025, by _____, as _____ of Makers Row QOZB, LLC, on behalf of said limited liability company.

Name: _____
Notary Public, State of _____
My Commission expires: _____

Exhibit A

Legal Description of Property

PARCEL 1:

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

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP NO. 9370; THENCE SOUTH 88°07'11" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET, 16.00 FEET; THENCE NORTH 00°45'33" WEST, 175.51 FEET, THENCE NORTH 88°07'11" EAST, 16.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 00°45'28" EAST ALONG THE EAST LINE OF SAID LOT 1, 175.51 FEET TO THE POINT OF BEGINNING.

Parcel Identification No.: 454-0653-000

EXHIBIT E
Form of Completion Guaranty
(See attached)

E-1

Summary report:	
Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 5/5/2023 3:51:14 PM	
Style name: GK Firm	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/Active/27014945/6	
Modified DMS: iw://DMS/Active/27014945/7	
Changes:	
Add	35
Delete	18
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	53

1 **DEVELOPMENT AGREEMENT**
2 **(Makers Row)**

3 **THIS DEVELOPMENT AGREEMENT** (this “Agreement”), made and entered into as
4 of the ___ day of January , 2025, by and between the Community Development Authority of the
5 City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant
6 to Section 66.1335 of the Wisconsin Statutes (“Authority”), and Makers Row QOZB, LLC, a
7 Wisconsin limited liability company, its successors and/or assigns (“Developer”). Authority and
8 Developer are each referred to herein as a party or together as the “Parties.”

9 **WHEREAS**, the Developer and Authority are parties to a Purchase and Sale Agreement
10 (the “Purchase and Sale Agreement”) for the purchase and the sale of certain property owned by
11 Authority, identified as Lot 1 on the Certified Survey Map No. 9370 (the “CSM”) described in
12 **Exhibit A** attached hereto (collectively, the “Property”).

13 **WHEREAS**, on even date hereof, Authority closed on the sale of the Property to
14 Developer pursuant to the Purchase and Sale Agreement.

15 **WHEREAS**, the Developer intends to construct (i) a commercial building on Lot 1
16 consisting of approximately 17,100 square feet (the “Phase 1 Project”) consistent with the
17 preliminary site plan and renderings attached hereto as **Exhibit B** (the “Project Plans”) which the
18 Authority agrees are acceptable in all respects, and satisfy, in Authority’s opinion, the standards
19 set forth in this Agreement. The Phase 1 Project is hereinafter referred to as the “Project” and is
20 located within Six Points/Farmers Market Redevelopment Area, south of W. National Ave., west
21 of South 66th Street, in the City of West Allis, Wisconsin and will be developed pursuant to the
22 terms of this Agreement.

23 **WHEREAS**, the Parties have also entered into a Development Finance Agreement (as may
24 be amended, the “Development Finance Agreement”) dated of even date hereof, pursuant to which

25 the Authority and the City of West Allis, Wisconsin (the “City”) agreed to provide certain financial
26 incentives and assistance to allow Developer to develop the Project.

27 **WHEREAS**, on December 30, 2021, a reciprocal easement and operating agreement
28 (“REA”) was recorded against the Property and certain adjacent parcels currently known as Lots
29 1, 2, and 3, 4 of the CSM. Lot 2 is owned by SoNA Lofts LLC and the Authority owns Lots 3, and
30 4, respectively (the “Adjacent Parcels,” and together with the Property, the “Overall Project Site”),
31 that provides for the access, repair, and operation of the common areas and common utilities,
32 including streets, shared parking areas, sidewalks, landscaping and the storm water management
33 system within the Overall Project Site.

34 **WHEREAS**, the Developer and Authority desire to set forth in writing the terms and
35 conditions under which Developer has agreed to develop and maintain the Project.

36 **NOW, THEREFORE**, in consideration of the mutual covenants and benefits contained
37 herein and in the Development Finance Agreement, and for other good and valuable consideration,
38 the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

39 **1. AUTHORITY’S OBLIGATIONS.** Authority shall have completed the following
40 actions:

41 **A. INTENTIONALLY OMITTED.**

42 **2. DEVELOPER’S OBLIGATIONS.** Developer shall be obligated as follows:

43 **A. Environmental Remediation.** Developer shall be responsible for all costs
44 associated with environmental remediation of the Property as required by the
45 Wisconsin Department of Natural Resources to obtain a conditional “cap closure.”

46 **B. Construction of Project Phases.** Subject to the obligations and contingencies set
47 forth in the Purchase and Sale Agreement, Developer will undertake the following;

48 (1) Commence construction of the Project and substantially complete the
49 Project in accordance with Section 2.C below. For purposes of this
50 Agreement, the term “Commence Construction” or “Commencement of
51 Construction,” as applicable, shall mean the pouring of footings for a
52 building on Lot 1, provided that if footings are poured prior to Closing, then
53 construction shall be deemed to commence as of Closing. The term
54 “Substantial Completion” (and its grammatical variations) as used in this
55 Agreement shall mean the completion of construction of the exterior walls,
56 envelope, base, core and shell of a building on Lot 1.

57 (2) The Project shall be landscaped in accordance with approved Project Plans.

58 **C. Schedule.** Developer has commenced construction and erected the Project’s base,
59 core and shell improvements in preparation for tenant improvements and
60 completion of site improvements. Subject to weather, Landlord will complete all
61 site improvements, landscaping and other external improvements no later than July
62 1, 2025. Landlord shall proceed with due diligence and utilize commercially
63 reasonable best efforts to secure viable lease agreements for the Project, and meet
64 not less than every month with City Staff to review terms and conditions of
65 proposed lease agreements and determine, to the extent available, City financial
66 assistance available to the prospective tenant(s) in order to achieve commercially
67 reasonable lease agreements.

68 **D.** To the extent of any expected deviation from the projected dates contained in the
69 Project Schedule, Developer agrees to provide Authority with written updates when
70 Developer foresees a risk of not achieving Project milestone dates, together with a

Commented [PS1]: City agrees in meeting and providing a low interest loan to assist tenants and completing spaces.

71 plan to reset the Project Schedule dates to reflect updated expectations as to
72 completion of various Project components; provided, however, in no event shall
73 any deviation from the Project Schedule exceed ninety days (90) days without
74 Authority's prior written consent, which consent shall not be unreasonably
75 withheld. Developer's failure to commence construction of the Project on or before
76 the date indicated in the Project Schedule, subject to Force Majeure (as defined
77 below), shall constitute a breach of this Agreement; provided, however, such failure
78 shall not constitute a default if Developer is actively and continuously pursuing
79 commencement of construction of the Project in good faith and with due diligence.

80 **E. Availability of Funds and Approval for Construction.** Prior to the execution of
81 this Agreement, and from time to time thereafter, upon reasonable request of
82 Authority, but not more than once in a 12-month period, Developer shall provide
83 to Authority evidence satisfactory to Authority and its financial and/or construction
84 cost consultants, in Authority's reasonable discretion, that Developer has available
85 to it the necessary approvals and sufficient funds for the completion of the Project
86 upon the schedule set forth herein.

87 **F. Conveyance.** Prior to issuance of an occupancy permit for the Project Developer
88 shall not sell, transfer or convey such portion of the Property to anyone other than
89 an Affiliate (as hereinafter defined), except that Developer may at any time, with
90 or without the Authority's consent: (i) mortgage all or any portion of the Project
91 property as security for the Project's financing (a "Mortgage"); (ii) collaterally
92 assign Developer's interest in this Agreement to Developer's mortgage lender
93 ("Lender") in connection with the Project's financing; and (iii) execute and record

94 customary easements associated with the development of the Project. For purposes
95 of this Agreement, "Affiliate" shall mean an entity controlled by or under common
96 control of the Project with Developer. Nothing herein shall preclude Developer
97 from selling a majority membership interest in the ownership of the Property.
98 Lender shall be permitted to foreclose on the Property without Authority's consent.

99 **G. Nondiscrimination.** Developer shall not restrict the use or enjoyment of the
100 Property or the Project of a person because of race, color, national origin, age, sex
101 or disability in the sale, use or occupancy of the Project.

102 **3. DESIGN AND CONSTRUCTION STANDARDS.** The Parties have concluded that the
103 Project will create a quality development that fits the context and vitality of the surrounding
104 neighborhood redevelopment while utilizing contemporary design standards, and that the
105 development is intended to increase the tax base and enhance the neighborhood. Building
106 plans and specifications, including architectural elevations, for the Project, to include
107 construction materials, shall be substantially in conformity with the Project Plans.
108 Notwithstanding anything to the contrary set forth in Sections 4 through 10 below, the
109 construction, design and operation of the Project shall comply in all material respects with
110 the approved Project Plans.

111 **4. LANDSCAPING.** Landscaping for the Project shall be substantially in conformity with
112 the Project Plans.

113 **A.** All areas on the Property not used for building, storage, parking, walks, and access
114 roads, shall be suitably graded and drained, seeded, sodded, landscaped and
115 maintained as referenced in the West Allis Municipal Code.

116 **B.** All required landscaping shall be completed within one year of the completion of
117 construction of the principal buildings on the Property and shall, thereafter, be
118 maintained in a first-class manner. Developer will maintain the site landscaping in
119 accordance with the requirements of the West Allis Municipal Code.

120 **5. SITE STANDARDS AND IMPROVEMENTS.** Unless otherwise approved by the
121 City’s Plan Commission, including with respect to the approved Project Plans, all buildings
122 and other site improvements (collectively “Improvements”) to be constructed under this
123 Agreement shall comply with the following minimum standards:

124 **A. Plan Review.** To the extent not approved as part of the Project Plans,
125 Improvements shall be designed by a licensed architect or engineer. Building
126 Improvements are subject to architectural review and approval by City’s Plan
127 Commission as provided herein. The materials submitted for review and approval
128 by the City Plan Commission are herein referred to as the “Approved Plans”.

129 **B. Parking.** Any surface parking shall be distributed throughout the Property in a
130 manner that no more than 30% of total surface parking should be located on any
131 side facing a street. Landscaping shall be used to define parking areas, primary
132 vehicular drives and pedestrian areas in an aesthetically and environmentally
133 pleasing manner.

134 **6. REFUSE.** Any permanent trash containers located outdoors and above ground, including
135 dumpsters, must be enclosed by a wall that matches the character of the building facade
136 and provides a suitable visual screen. Permanent outdoor trash enclosure areas will also
137 feature a rooftop structure/covering to limit sight lines into the refuse area from housing
138 units adjacent to the Property. Such wall shall be of sufficient height to cover the material

139 stored and shall be maintained so as to present an aesthetically appealing appearance at all
140 times. All permanent, outdoor trash enclosures to be permitted in side and rear yards only.

141 **7. UTILITIES AND SITE LIGHTING.** All new and existing utility lines on the Property
142 shall be installed underground in easements provided therefor. No new overhead electric
143 power, telephone or cable service will be permitted. Parking and roadway lighting (fixture,
144 height, type and intensity) where provided shall be approved by the City. Area lighting
145 shall not be mounted on any building. Full cut off fixtures shall be utilized to prevent light
146 splay onto surrounding properties.

147 **8. PEDESTRIAN AND VEHICULAR ACCESS.**

148 **A.** All curb cuts and service drives shall be designed to minimize disruption of
149 pedestrian activity and movements and are subject to the approval of the City's
150 Board of Public Works.

151 **B.** Pedestrian linkages and crossing access are encouraged between existing
152 neighborhoods and the proposed development area in an effort to promote
153 walkability, traffic safety, and reduction of the number of new driveways on major
154 street arterials.

155 **C.** Loading docks and refuse areas shall be screened and concealed from street view,
156 consistent with the design of such areas of the Project as contained in the Approved
157 Plans.

158 **9. ACCESSORY STRUCTURES.** The location, size and design compatibility of all
159 permitted Accessory Structures (defined below) in the Project shall be approved by the
160 City's Plan Commission pursuant to this Agreement before construction of such accessory
161 structure. As used in this Agreement, the term "Accessory Structure" includes, but is not

162 limited to, garages, maintenance buildings and the following structures (if such structures
163 are to be located within the required setbacks): ground-mounted telephone and electrical
164 transformers, gas meters, ground-mounted air conditioners, exhaust ducts and similar
165 structures. Issuance of a building permit by the City and Plan Commission approval shall
166 constitute conclusive evidence that the City has approved any and all Accessory Structures.

167 **10. SIGNAGE.** Signage placement shall be considered in the building and site design. If not
168 otherwise contained in the Approved Plans, a complete signage package, indicating design,
169 materials size, location, and illumination, shall be submitted to City's Planning Division
170 for approval.

171 **11. CERTIFICATE OF COMPLETION.** Notwithstanding anything in this Agreement to
172 the contrary, construction of the Project in accordance with the final plans and
173 specifications approved by the City's Plan Commission shall conclusively evidence
174 compliance with this Agreement. Following completion of construction of the Project in
175 accordance with such Approved Plans and issuance of an occupancy permit by the City, at
176 the written request of Developer, Authority shall execute and deliver to Developer a
177 certificate of completion in substantially the form attached hereto as **Exhibit D** confirming
178 that the Project is acceptable to Authority in all respects and satisfies, in Authority's
179 opinion, the standards set forth in this Agreement (the "Certificate of Completion"). The
180 Certificate of Completion shall constitute a conclusive determination of satisfaction and
181 termination of Developer's covenants and agreements set forth in this Agreement
182 including, without limitation, any provision related to (a) the obligation of Developer to
183 complete the Project, and (b) the required date for completion of the Project; provided,

184 however, that Developer's obligations pursuant to Sections 2.F, 4.B, 12.A, and 12.C shall
185 continue in effect until otherwise satisfied as set forth in this Agreement.

186 **12. MAINTENANCE RESPONSIBILITIES.**

187 **A.** Developer shall keep the Property and easement areas on the Property in a well
188 maintained, safe, clean, and attractive condition at all times. Such maintenance
189 includes, but is not limited to, the following:

- 190 (1) The removal of all litter, trash, refuse, and wastes.
- 191 (2) The mowing of all lawn areas should be conducted in accordance with
192 municipal code.
- 193 (3) The maintenance of lawn and landscape areas in a weed-free, healthy and
194 attractive condition.
- 195 (4) The care and pruning of trees and shrubbery outside of easements within
196 Property boundaries.
- 197 (5) The maintenance of exterior lighting, signs, and mechanical facilities in
198 working order.
- 199 (6) The keeping of all exterior building surfaces in a clean, well-maintained
200 condition.
- 201 (7) The striping and sealing of parking and driveway areas.
- 202 (8) The removal of unlicensed or inoperable vehicles.
- 203 (9) Snow and ice removal.

204 **B. Maintenance During Construction.** During construction, it shall be the
205 responsibility of Developer to ensure that construction sites on the Property are kept
206 free of unsightly accumulations of rubbish and scrap materials; and that

207 construction material, trailers, and the like are kept in a neat and orderly manner.
208 If any street right-of-ways abutting the Property are damaged as a result of
209 Developer's construction activities, Developer shall repair said damage to edge of
210 pavement. Burning of excess or scrap construction material is prohibited.
211 Construction site erosion control practices shall be implemented to prevent erosion,
212 sedimentation and pollution of air or water during construction in accordance with
213 the building permit for erosion control issued by the City's Code Enforcement
214 Department on May 16, 2023 as Permit No. _212356_____.

215 **C. Storm Water Management and Controls.** The Property is subject to the REA
216 which includes provisions for the orderly management of stormwater runoffs from
217 the Property. Developer shall comply with all obligations imposed on it with
218 respect to storm water management as contained in the REA.

219 **13. DEFAULT PROVISIONS AND REMEDIES.**

220 **A. Event of Default.** The occurrence of the following conditions shall constitute an
221 "Event of Default" so long as such conditions exist and are continuing:

- 222 (1) Developer fails to perform or satisfy any of its obligations under this
223 Agreement within thirty (30) days following written notice from Authority;
224 provided, however, if the default is not reasonably susceptible of cure within
225 such thirty (30) day period, then Developer shall have such additional
226 period of time to cure the default as long as the Developer is diligently
227 pursuing such cure to completion.
- 228 (2) Developer becomes insolvent or generally does not pay or becomes unable
229 to pay or admits in writing to its inability to pay its debts as they mature.

- 230 (3) Developer makes an assignment to a party, other than to a lender holding a
231 secured interest in the Property or to an affiliate with sufficient available
232 funds to perform Developer's obligations hereunder (which non-lender
233 assignee remains subject to the reasonable approval by the Authority.).
- 234 (4) Developer becomes the subject of an "order for relief" within the meaning
235 of the United States Bankruptcy Code or files a petition in bankruptcy, for
236 reorganization or to affect a plan or other arrangement with creditors.
- 237 (5) Developer has a petition or application filed against it in bankruptcy or any
238 similar proceeding or has such a proceeding commenced against it, and such
239 petition, application or proceeding shall remain undismissed for a period of
240 ninety (90) days or Developer files an answer to such petition or application,
241 admitting the material allegations thereof.
- 242 (6) Developer applies to a court for the appointment of a receiver or custodian
243 for any of its assets or properties or has a receiver or custodian appointed
244 for any of its assets or properties, with or without consent, and such receiver
245 shall not be discharged within ninety (90) days after its appointment.
- 246 (7) Developer adopts a plan of complete liquidation of its assets.

247 **B. Limitation on Remedies.** Neither Party shall be liable to the other for
248 consequential, indirect, incidental, liquidated or exemplary damages, whether
249 based on contract, negligence, and strict liability or otherwise. In any action to
250 enforce this Agreement, the prevailing Party shall be entitled to its costs, including
251 statutory attorney's fees.

252 **14. APPLICABLE TERMS FROM PURCHASE AND SALE AGREEMENT.** The terms
253 and conditions of Section 14 (Time of the Essence), Section 20 (No Partnership or
254 Venture), Section 21 (Notices), Section 22 (Further Assurances), Section 23 (Waiver of
255 Terms), Section 25 (Amendment of Agreement), Section 26 (Governing Law and Venue),
256 Section 27 (Successors and Assigns), Section 28 (Execution in Counterparts), Section 29
257 (Titles and Headings), Section 31 (Interpretation), Section 32 (Construction), Section 33
258 (Severability), Section 38 (Binding Effect), Section 39 (Good Faith) and Section 40
259 (Confidentiality Agreement) of the Purchase and Sale Agreement shall govern the
260 interpretation and application of this Agreement.

261 **15. DEFINED TERMS.** Defined terms contained in the Development Agreement shall,
262 unless a different specific definition is given, be governed by the definitions contained in
263 the Purchase and Sale Agreement.

264 **16. ENTIRE AGREEMENT.** This Agreement, including the schedules and Exhibits annexed
265 hereto, constitutes the entire agreement and supersedes all other prior agreements and
266 understandings, both written and oral, by the Parties or any of them, with respect to the
267 development and maintenance of the Project.

268 **17. FORCE MAJEURE.** No Party shall be responsible to the other Party for any resulting
269 losses, and it shall not be a breach of this Agreement, if fulfillment of any of the terms of
270 this Agreement is delayed or prevented by reason of acts of God, inclement weather, civil
271 disorders, pandemics, national epidemics, wars, acts of enemies, strikes, lockouts, or
272 similar labor troubles, fires, floods, legally required environmental remedial actions,
273 shortage of materials, relocation of utilities, or by other cause not within the control of the
274 Party whose performance was interfered with ("Force Majeure"), and which by the exercise

275 of reasonable diligence such Party is unable to prevent. The time for performance shall be
276 extended by the period of delay occasioned by such Force Majeure.

277 **(SIGNATURE PAGES FOLLOW)**

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

AUTHORITY:

COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF WEST ALLIS

By: _____

Name: _____

Title: _____

Dated: _____

Approved as to form this ____ day
of _____, 2025.

Name:
Title: City Attorney

(Signature Page to Development Agreement)

DEVELOPER:

MAKERS ROW QOZB, LLC,
a Wisconsin limited liability company

By: _____

Name: _____

Title: _____

Dated: _____

(Signature Page to Development Agreement)

Development Agreement List of Exhibits

- Exhibit A** Property
- Exhibit B** Project Plans
- Exhibit C** Project Schedule
- Exhibit D** Certificate of Completion

EXHIBIT A

Property

LOT 1:

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

EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID CERTIFIED SURVEY MAP NO. 9370; THENCE SOUTH 88°07'11" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MITCHELL STREET, 16.00 FEET; THENCE NORTH 00°45'33" WEST, 175.51 FEET, THENCE NORTH 88°07'11" EAST, 16.00 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 00°45'28" EAST ALONG THE EAST LINE OF SAID LOT 1, 175.51 FEET TO THE POINT OF BEGINNING.

Exhibit A

EXHIBIT B

Project Plans

(See attached)

Exhibit B

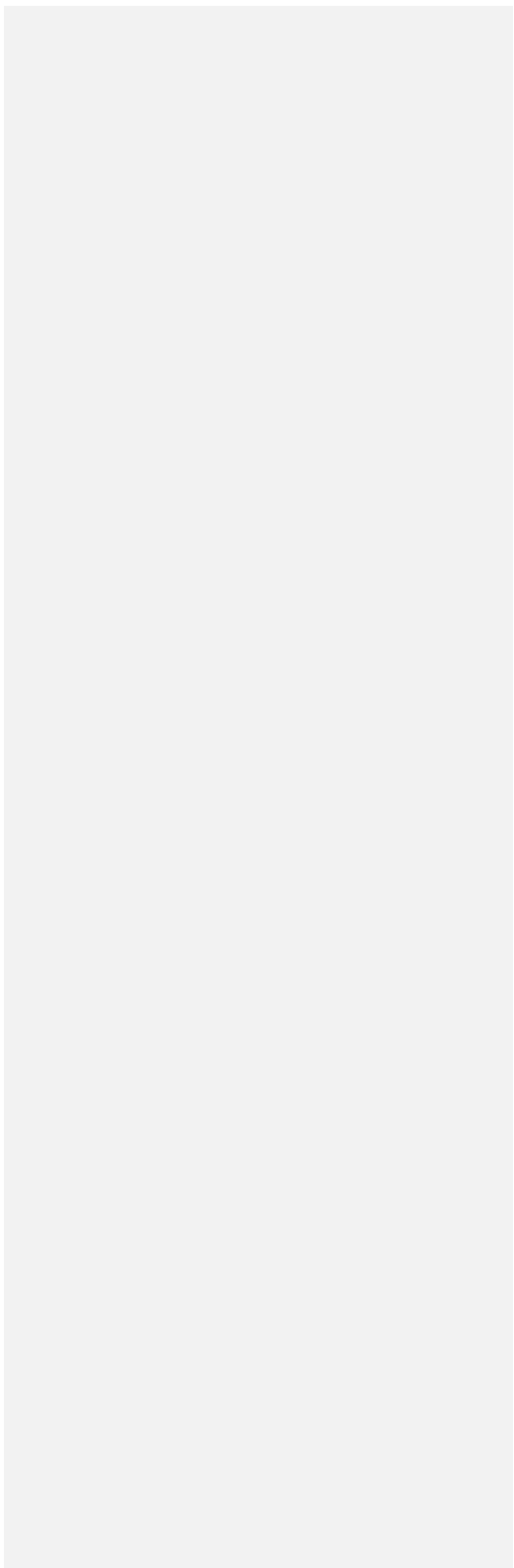


EXHIBIT C

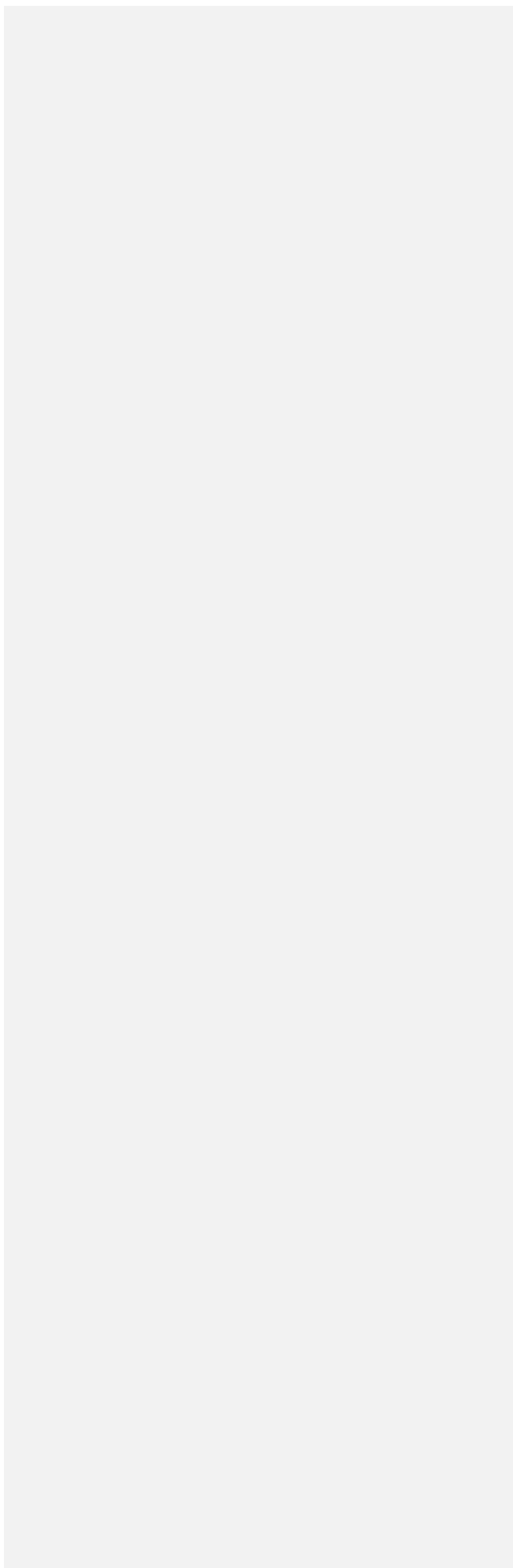
Project Schedule

[Updated schedule to be inserted]

Exhibit C

EXHIBIT D
Certificate of Completion
(See attached)

Exhibit D



**CERTIFICATE
OF COMPLETION**

Document Number

Document Title

**CERTIFICATE
OF COMPLETION**

Makers Row

Recording Area

Name and Return Address

Marvin C. Bynum II
Godfrey & Kahn, S.C.
833 E. Michigan Street #1800
Milwaukee, WI 53202

Parcel Identification Number (PIN)

Property Address	[Lot 1]
Developer:	Makers Row QOZB, LLC, a Wisconsin limited liability company
Memorandum of Agreements:	Memorandum of Agreements dated as of _____, 2025, as amended or modified, recorded on _____, 2025, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____.
Legal Description:	See attached Exhibit "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the Community Development Authority of the City of West Allis, a separate body politic created by ordinance of the City of West Allis, pursuant to Section 66.1335 of the Wisconsin Statutes ("Authority"), caused the inspection of the above-described real estate and physical improvements constructed thereon, and that construction of said physical improvements has been substantially completed in accordance with the final plans and specifications approved by the City's Plan Commission and in accordance with the Development Agreement dated as of _____, 2025, which is evidenced by that certain Memorandum of Agreements recorded on _____, 2025, in the Register of Deeds Office in Milwaukee County, Wisconsin as Document Number _____ (the "Memorandum").

Construction was deemed by Authority to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of Authority shall constitute a conclusive determination of satisfaction and termination of Developer's covenants and agreements set forth

in the Development Agreement with respect to the Project, including, without limitation, any provision related to the obligation of Developer to complete the Project as defined in the Development Agreement.

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

[Signature page follows]

Dated at West Allis, Wisconsin, this _____ day of _____, 2025.

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

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025,
_____, _____ of the Community Development Authority
of the City of West Allis, to me known to be the persons who executed the foregoing instrument,
and to me known to be such _____, and acknowledged that they executed the
foregoing instrument as such officers as the deed of said Community Development Authority by
its authority.

(SEAL)

Name:
Notary Public, State of Wisconsin
My Commission expires:

Summary report:	
Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 5/5/2023 3:50:28 PM	
Style name: GK Firm	
Intelligent Table Comparison: Active	
Original DMS: iw://DMS/Active/27649105/6	
Modified DMS: iw://DMS/Active/27649105/7	
Changes:	
Add	37
Delete	30
Move From	5
Move To	5
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	78

**CITY OF WEST ALLIS
RESOLUTION R-2025-0054**

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN ENTREPRENEURSHIP
PARTNER GRANT APPLICATION TO WISCONSIN ECONOMIC
DEVELOPMENT CORPORATION (WEDC) TO SUPPORT ECONOMIC
DEVELOPMENT TO SUPPORT EFFORTS IN GROWING ENTREPRENEURSHIP
AND BUSINESS GROWTH IN THE CITY**

WHEREAS, the City of West Allis (“City”) recognizes the importance of attracting and providing resources to grow small businesses throughout the community; and,

WHEREAS, the City of West Allis provides technical assistance growing businesses through the Economic Development loan programs utilizing Community Development Block Grant, Tax Increment Financing, or economic development small business funds from First Ring Industrial Redevelopment Enterprises, Inc.; and,

WHEREAS, WEDC, offers an Entrepreneurship Partner Grant Program for nonprofit organizations that is grant up to \$400,000 and has 1:1 match (includes current operations and in-kind) that can be used for addressing a state or local issue; and,

WHEREAS, the Economic Development staff recommend the City apply to WEDC for an Entrepreneurship Partner Grant for FY 2024.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Allis, that it hereby authorizes the submission of an Entrepreneurship Partner Grant application to Wisconsin Economic Development Corporation to support Economic development to support efforts in growing entrepreneurship and business growth in the City.

BE IT FURTHER RESOLVED that City will submit an application of up to \$200,000.

BE IT FURTHER RESOLVED that the necessary City Staff complete and submit the necessary applications and execute all requirements associated the Entrepreneurship Partner Grant.

SECTION 1: **ADOPTION** “R-2025-0054” of the City Of West Allis Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2025-0054(*Added*)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Ald. Ray Turner	_____	_____	_____	_____
Ald. Kimberlee Grob	_____	_____	_____	_____
Ald. Chad Halvorsen	_____	_____	_____	_____
Ald. Marissa Nowling	_____	_____	_____	_____
Ald. Suzzette Grisham	_____	_____	_____	_____
Ald. Danna Kuehn	_____	_____	_____	_____
Ald. Dan Roadt	_____	_____	_____	_____
Ald. Patty Novak	_____	_____	_____	_____
Ald. Kevin Haass	_____	_____	_____	_____
Ald. Marty Weigel	_____	_____	_____	_____

Attest

Presiding Officer

Rebecca Grill, City Clerk, City Of
West Allis

Dan Devine, Mayor, City Of West
Allis



Mayor Dan Devine
ddevine@westalliswi.gov

January 17, 2025

City Clerk Rebecca Grill
7525 W. Greenfield Avenue
West Allis, WI 53214

Subject: Veto of Conditional Use Permit for The Emerald, 7546 W. Greenfield Ave.
File No.: 2024-1143

Dear Members of the Common Council,

Pursuant to Section 62.09(8)(c) of the Wisconsin Statutes, I am exercising my authority as Mayor to veto the approval of the Conditional Use Permit (CUP) for The Emerald, a proposed event space at 7546 W. Greenfield Avenue.

I appreciate the significant effort and consideration that the Common Council and staff have devoted to this matter, and I want to emphasize that overall, I am supportive of the proposal. However, in recent days, alderpersons have contacted me expressing a strong desire to revisit the approval and conditions of this CUP to ensure the best possible outcome for the community and the applicant.

While I believe this project has the potential to positively impact West Allis, it is critical that the council takes the time to address the concerns raised and reconsider the permit. My hope is that this allows the Emerald to thrive as a valued part of our city.

Thank you for your attention to this important issue.

Sincerely,

Mayor Devine

Cc: Common Council
Planning
Economic Development