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# City of West Allis Matter Summary

7525 W. Greenfield Ave.  
West Allis, WI 53214

File Number	Title	Status
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R-2013-0113 Resolution Introduced

Resolution authorizing the Community Development Authority of the City of West Allis to enter into a Purchase & Sale and Development Agreement with Cardinal Capital Management, Inc. for the property located at 9\*\* S. 70th Street (Tax Key Number 440-0259-008)

Introduced: 5/7/2013

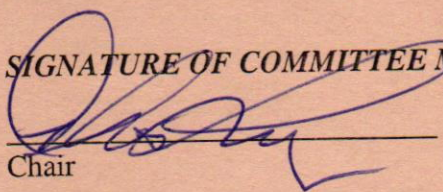
Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

### COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
			Barczak				
			Czaplewski				
<u>5/7/13</u>			Lajsic	✓			
		✓	May	✓			
			Probst	✓			
			Reinke	✓			
			Roadt				
			Sengstock				
	✓		Vitale	✓			
			Weigel				
			TOTAL	<u>5</u>	<u>0</u>		

### SIGNATURE OF COMMITTEE MEMBER

  
 Chair \_\_\_\_\_ Vice-Chair \_\_\_\_\_ Member \_\_\_\_\_

### COMMON COUNCIL ACTION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
		✓	Barczak	✓			
			Czaplewski	✓			
<u>MAY 07 2013</u>	✓		Lajsic	✓			
			May	✓			
			Probst	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
			Weigel	✓			
			TOTAL	<u>10</u>			

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Chris-France

STANDING COMMITTEES OF THE  
CITY OF WEST ALLIS COMMON COUNCIL

ADMINISTRATION & FINANCE

Chair: James W. Sengstock  
Vice-Chair: Vincent Vitale  
Thomas G. Lajsic  
Michael P. May  
Cathleen M. Probst

PUBLIC WORKS

Chair: Gary T. Barczak  
Vice-Chair: Martin J. Weigel  
Michael J. Czaplewski  
Rosalie L. Reinke  
Daniel J. Roadt

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic  
Vice-Chair: Cathleen M. Probst  
Michael P. May  
Rosalie L. Reinke  
Vincent Vitale

LICENSE & HEALTH

Chair: Michael J. Czaplewski  
Vice-Chair: Daniel J. Roadt  
Gary T. Barczak  
James W. Sengstock  
Martin J. Weigel

ADVISORY

Chair: Rosalie L. Reinke  
Vice-Chair: Michael P. May  
Cathleen M. Probst  
Daniel J. Roadt  
Vincent Vitale

**Resolution**

**File Number: R-2013-0113**

**Final Action:**

**Sponsor(s):** Safety & Development Committee

**MAY 07 2013**

Resolution authorizing the Community Development Authority of the City of West Allis to enter into a Purchase & Sale and Development Agreement with Cardinal Capital Management, Inc. for the property located at 9\*\* S. 70 Street (Tax Key Number 440-0259-008).

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") is the owner of certain real property located at 9\*\* S. 70 St. (Tax Key No. 440-0259-008) (the "Property"); and,

WHEREAS, the Authority, on April 17, 2013 by Resolution No. 978, authorized the sale of land of said Property to Cardinal Capital Management, Inc. ("CCM"); and,

WHEREAS, the Authority, on April 17, 2013 by Resolution No. 980, approved a Purchase and Sale Agreement and Development Agreement by and between the Authority of the City of West Allis and Cardinal Capital Management, Inc. relative to the Property; and,

WHEREAS, Cardinal Capital Management ("CCM") intends to construct an estimated \$2.25 million commercial office building, approximately 10-12,000 sq. ft. in area; and,

WHEREAS, the Authority has agreed to the sale of the land to CCM for the lesser of \$150,000 or the appraised value.

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of West Allis hereby authorizes a Purchase and Sale Agreement and Development Agreement by and between the Community Development Authority of the City of West Allis and Cardinal Capital Management, Inc. relative to the parcel at 9\*\* S. 70 St. (Tax Key No. 440-0259-008).

BE IT FURTHER RESOLVED that the Common Council authorizes the Executive Director or his designee, to negotiate, enter into, execute and deliver a Purchase and Sale Agreement and Development Agreement by and between the Community Development Authority of the City of West Allis and Cardinal Capital Management, Inc. for the sale and development of 9\*\* S. 70 St. (Tax Key No. 440-0259-008), in substantial compliance with the provisions as outlined in the Purchase and Sale Agreement and Development Agreement, dated 9-11-13.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Purchase and Sale Agreement and Development Agreement, including any and all attachments,

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# AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made as of the 10th day of September, 2013 between 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, ("Seller") and **CRH – Office, LLC** a Wisconsin limited liability company, its successors and/or assigns ("Buyer"), together known as the "Parties."

**FOR AND IN CONSIDERATION** of the premises and the undertakings and mutual covenants of the Parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby covenant and agree as follows:

**1. PROPERTY.** Seller hereby agrees to sell and convey unto Buyer and Buyer hereby agrees to buy and pay for the that certain tract of real property located on the west side of S. 70 St., between W. Walker St. and W. Washington St., in the City of West Allis, Milwaukee County, Wisconsin, consisting of approximately 0.8437 acres of land as more particularly described and depicted as City of West Allis tax key parcel:

Tax Key Nos.	
<b>440-0259-008</b>	<b>901 S. 70th St.</b>

The legal description which is attached hereto as Exhibit A and made a part hereof (the "Property"); TOGETHER with all of Seller's interest in each and every easement, access right, privilege and appurtenance thereto, currently in existence (or to be created pursuant to this Agreement) serving the Property subject to Sections 2.1.

**2. PURCHASE PRICE.** The purchase price for the Property shall be Ninety-Two Thousand and NO/100 Dollars (\$92,000.00) (the "Purchase Price"), to be paid as follows:

**A.** The Buyer will provide a payment in the amount of Five Thousand and

1 expense, written environmental assessments and/or evaluations of the  
2 Property (including "Phase I" assessments and, if Buyer deems necessary,  
3 "Phase II" assessments, including laboratory testing of soil, water, and  
4 other substances) from qualified environmental consultants of Buyer's  
5 choice, confirming that (i) the Property complies with all Environmental  
6 Laws, (ii) there are no liabilities (contingent or otherwise) affecting the  
7 Property arising under the Environmental Laws, (iii) there are no  
8 underground or above ground storage tanks, associated pipes or equipment  
9 located on or at the Property, (iv) there are no Hazardous Substances on,  
10 under, at, in or migrating to or from the Property, (v) no portion of the  
11 Property has been filled in a manner that would interfere with Buyer's  
12 proposed plans, and (vi) there are no wetlands on the Property that would  
13 interfere with Buyer's proposed plans

14 (11) **Termination.** If Buyer fails to waive or acknowledge the  
15 satisfaction or waiver of the conditions in (1) through (10) in writing  
16 within 30 days of acceptance of this Agreement, or such other period as  
17 expressly provided for herein, then neither party shall have any further  
18 liability under this Agreement. Closing on the Property shall be deemed  
19 as satisfaction of the said conditions. The Seller acknowledges and agrees  
20 that in the event the Buyer terminates this Offer due to a failure to meet  
21 the contingencies under this Agreement, the satisfaction or waiver of  
22 which were diligently pursued, the Seller shall return the Earnest Money  
23 to Buyer within ten (10) days of the date of Buyer's notification to Seller  
24 that this Agreement has been terminated.

1           **B. Seller's Contingencies.** The obligation of Seller to consummate the  
2 transaction contemplated hereby is subject to the fulfillment of all of the  
3 following conditions (which may be waived by Seller in whole or in part in its  
4 sole discretion):

5           (1)    **No Litigation.** There shall be no litigation, threat, investigation, or  
6 other proceeding challenging or affecting the legality of the transactions  
7 contemplated by this agreement, or seeking the restraint, prohibition,  
8 damages or other relief in connection with this agreement or the use  
9 intended for the property by Buyer, and none of the same shall have been  
10 instituted or threatened by any person, agency, or other entity prior to  
11 closing.

12           (2)    **Termination.** In the event the conditions in subparagraph 3(B)  
13 above have not been satisfied or waived by Seller, Seller, by written notice  
14 to Buyer on or before the closing Date, may terminate this Agreement. In  
15 case of such termination, all Earnest Money and interest thereon shall be  
16 returned to Buyer and neither party shall have any further liability under  
17 this Agreement. Closing on the Property shall be deemed a satisfaction or  
18 waiver of the said conditions.

19           4.    **MEMORANDUM OF AGREEMENTS.** The Seller and Buyer agree that they  
20 will execute a memorandum of the Development Agreement to be recorded in the Office of the  
21 Register of Deeds of Milwaukee County in the form attached hereto as Exhibit C. The  
22 Memorandum of Agreement shall be executed by the Parties at the time of Closing. The Parties  
23 further agree that the Memorandum of Agreement shall be recorded prior to Buyer attaching any  
24 mortgage, lien, or other encumbrance on the Property except for any Mortgage or lien granted to