



City of West Allis

Meeting Agenda

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, August 15, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES

1. [23-0504](#) July 11, 2023

Attachments: [July 11, 2023](#)

D. MATTERS FOR DISCUSSION/ACTION

2. [23-0536](#) Resolution to approve the Scope of Services for Ramboll US Consulting, Inc., for environmental services for the property located at 6771 W. National Ave., in an amount not to exceed \$20,000.

Attachments: [Ramboll - Scope of Service - 6771 W. National Avenue](#)
[CDA Res. No. 1460 - Ramboll - 6771 W Nat'l Ave \(8-15-23\)](#)

3. [23-0537](#) Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

Attachments: [CDA Res. No.1461 - S.B. Friedman - Financial Consultant - \\$25,000 \(8-15-23\)](#)
[SB Friedman - Scope of Service - Hourly Deal Review Extension](#)

4. [23-0538](#) Resolution to approve Development Agreement between the City of West Allis and 3LP West Allis, LLC. for the property located at 8530-56 W. National Ave.

Attachments: [CDA Res. No. 1462 - Development Agreement -3LeafResolution \(8-15-23\)](#)
[8501 W National Development Agreement 8.15.2023\(WA Version\) Draft](#)

5. [23-0539](#) Resolution to approve a Purchase and Sale and Development Agreement between the City of West Allis, Community Development Authority of West Allis and BR West Allis, LLC. for the property located at 6771 W. National Ave. and the property located at 67** W. Mitchell St.
- Attachments:** [CDA Res. No. 1463 - Purchase & Sale and Development Agreement - 6771 W I](#)
6. [23-0540](#) Discussion on 92nd and Greenfield Avenue Redevelopment Area.
7. [23-0541](#) Discussion on Allis Yards Redevelopment Area, located within the 70th and W. Washington St. area.
8. [23-0542](#) Reappointment of Beatrice Chestnut by the Executive Director of the Community Development Authority, of the Resident Advisory Board Members for three-year term to expire August 15, 2026.
9. [23-0309](#) Consideration relative to Report on Redevelopment Initiatives:
- a. 84th & Greenfield/TIF Number Eleven
 - b. 68th & Mitchell (former Milwaukee Ductile Iron)/TIF Number Fourteen
 - c. The Market/TIF Number Fifteen
 - d. S. 70th St. & W. Washington St. Corporate Office Corridor Plan/TIF Number Sixteen
 - e. S. 102 St. and W. Lincoln Ave. – West Lincoln Corridor /TIF Number Seventeen
 - f. Hwy. 100 Corridor
 - g. Beloit Road Senior Housing Complex
 - h. W. National Ave. Corridor
 - i. Motor Castings Site – 1323 S. 65 St.
 - j. 116th & Morgan Ave.
 - k. 92nd St.and Greenfield Ave. - Former St. Aloysius

For agenda items, 4-7, the committee may convene in closed session pursuant to the provisions of Section 19.85(1)(e) of the state statutes for the purpose of deliberating the investing of public funds whenever competitive or bargaining reasons require a closed session. This committee may reconvene in open session after completion of the closed session to consider the balance of the agenda

E. ADJOURNMENT



All meetings of the Community Development Authority 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

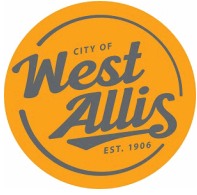
The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.

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

Community Development Authority

Gerald C. Matter, Chair
Wayne Clark, Vice-Chair
Karin M. Gale, Donald Nehmer, Michael Suter
Ald. Kevin Haass, Ald. Martin Weigel
Patrick Schloss, Economic Development Executive Director

Tuesday, July 11, 2023

6:00 PM

City Hall, Room 128
7525 W. Greenfield Ave.

REGULAR MEETING (draft minutes)

A. CALL TO ORDER

B. ROLL CALL

Present 7 - Wayne Clark, Donald Nehmer, Kevin Haass, Martin J. Weigel, Gerald C. Matter, Patrick Schloss, Michael Suter
Excused 1 - Karin M. Gale

Others Attending

Ald. Lajsic, Ald. Roadt, Ald. Turner
Jason Kaczmarek, Finance Director/Comptroller

Staff

Patrick Schloss, Economic Development, Executive Director
Shaun Mueller, Economic Development, Development Project Manager
Steve Schaer, Planning & Zoning Manager

C. APPROVAL OF MINUTES

1. [23-0438](#) June 5, 2023

Attachments: [June 5, 2023](#)

Clark moved to approve this matter, Weigel seconded, motion carried.

D. MATTERS FOR DISCUSSION/ACTION

- S1 [23-0468](#) Discussion relative to the utilization and funding of the Housing Choice Voucher (HCV) program (Section 8).

This matter was Discussed.

2. [23-0443](#) Resolution to approve a professional engineering/design services contract with Ayres and Associates for the design of a parking lot at 66** W. Mitchell St. in the amount of \$50,000.

Attachments: [Ayres Scope of Service](#)
[CDA Res. No. 1457 - Ayers - 66** W Mitchell St \(7.11.23\)](#)

This item was discussed in both Open and Closed Session. Voting took place after Closed Session.

Ald. Haass moved to approve this matter, Ald. Weigel seconded, motion carried by the following vote:

Aye: 5 - Nehmer, Haass, Weigel, Matter, Suter

No: 1 - Clark

3. [23-0444](#) Resolution to approve a professional services contract for financial/real estate consulting services contract with Baker Tilly in an amount not to exceed \$25,000.

Attachments: [CDA Res. No.1458 - Baker Tilly Contract \(7.11.23\)](#)
[Baker Tilly - West Allis Scope](#)

Clark moved to approve this matter, Ald. Haass seconded, motion carried.

4. [23-0445](#) Resolution to approve an Estoppel Certificate and Agreement relative to Development Finance Agreement between the Community Development Authority of the City of West Allis and SoNa Loft LLC.

Attachments: [SoNa Lofts - Certificate of Completion](#)
[SoNa Lofts - TIF Estoppel Certificate \(Authority\)](#)
[CDA Res. No.1459 - Estoppel Cert & Agreement \(7-11-23\)](#)

Clark moved to approve this matter, Ald. Weigel seconded, motion carried.

5. [23-0446](#) Discussion on the Development Agreement by and between Community Development Authority of the City of West Allis and Baum Revision for the redevelopment of 6771 W. National Ave.

This matter was Discussed in Closed Session.

6. [23-0447](#) Discussion on the Development Agreement by and between the Community Development Authority of the City of West Allis and Three Leaf Partners for the redevelopment.

This matter was Discussed in Closed Session.

7. [23-0448](#) Discussion on the redevelopment of 92nd and Greenfield Avenue (Former St. Als Church and School)

This matter was Discussed in Closed Session.

8. [23-0449](#) Discussion on the status of the Allis-Yards Redevelopment Area.

This matter was Discussed in Closed Session.

9. [23-0450](#) Discussion on the Request for Proposals for the former Longfellow School located at 2211 S. 60th St.

This matter was Discussed in Closed Session.

At 6:31 p.m., a motion was made by Mr. Clark, seconded by Ald. Weigel to go into closed session to discuss items 5-9 on the agenda.

Following the discussion of these items in closed session, the committee reconvened in open session.

E. ADJOURNMENT

There being no further business to come before the Authority a motion was made by Mr. Haass, seconded by Mr. Nehmer to adjourn at 7:17 p.m.



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NON-DISCRIMINATION STATEMENT

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Mr. Shaun Mueller
Community Development Authority of the City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

**PROPOSAL FOR REMEDIAL PLANNING ASSISTANCE AT
6771 WEST NATIONAL AVENUE IN WEST ALLIS, WISCONSIN
IN CONJUNCTION WITH USEPA ASSESSMENT GRANT**

Dear Mr. Mueller:

In response to your request for proposal, Ramboll US Consulting, Inc. (Ramboll) is pleased to present the Community Development Authority (CDA) of the City of West Allis with this proposal to assist with remedial planning for 6771 West National Avenue in West Allis, Wisconsin (the "site" or "property"). It is anticipated that the proposed remedial planning will be completed using a portion of the City's FY22 USEPA Brownfields Assessment Grant. The approximately 1.7-acre property is currently owned by the CDA and a potential developer is interested in purchasing the property.

The following sections of this proposal provide a brief site background, recommended scope of work, proposed schedule, cost estimate, and contract terms for this project.

SITE BACKGROUND

Based on prior investigations, the site was developed as early as 1910, and over the years has been used for manufacturing by Milwaukee Machine and Tool Co., LeRoi Compressor Corp., Gerlinger Electric Steel Casting Co., Kearney and Trecker, Baush Machine Tool, Radcliff Manufacturing Co., BMT Corp., Briggs and Stratton Corp., Milwaukee Ductile Iron, and the MRD Group. Industrial use of the site stopped in 2008. The site is associated with a closed Wisconsin Department of Natural Resources (WDNR) Bureau for Remediation and Redevelopment Tracking System (BRRTS) site (Milwaukee Ductile Iron Parcel 2, BRRTS No. 02-41-560502). The WDNR granted closure with continuing obligations of the site on January 21, 2016. Continuing obligations for the site include maintenance of the site barrier, restricted site use for industrial purposes, proper management of contaminated soil if it should be excavated or removed in the future, and evaluation for potential vapor intrusion prior to the site buildings being occupied. The existing site barrier consists of building slabs and paved parking/driveway areas.

In June 2016, a Supplemental Site Investigation Report was prepared for the site, on behalf of the CDA, summarizing the results of additional soil vapor, soil, and groundwater sampling. The sub-slab vapor sample results were less than the applicable Vapor Risk Screening Levels (VRSLs), indicating that no additional actions are necessary to address potential vapor intrusion risks. On behalf of the CDA, Ramboll prepared a request to the WDNR, dated March 18, 2019, for Post-Closure

July 12, 2023

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Ref. 1690030431

Modification (PCM) for the site to convert the land use from industrial to commercial/multi-family residential and to approve the use of a localized vapor mitigation system. No specific barrier modifications were proposed at that time. On August 15, 2019, the WDNR provided a notice to proceed as outlined in the PCM request and clarified that a vapor mitigation system would only be necessary if the site structure would include residential housing.

The CDA is currently entertaining the potential reuse of the existing structure as an event space, with no residential component, but with a revised exterior site barrier which will include limited landscaped areas, as well as new paved surfaces. Based on conversations with the WDNR, these changes will require submittal and approval of another PCM request and request to Construct on a Historic Fill Site. This proposal addresses these activities, as well as waste characterization sampling and landfill coordination.

PROPOSED SCOPE OF WORK

Post-Closure Modification Request

Ramboll will complete WDNR Form 4400-237 Technical Assistance Request Form, which is required for PCM. The form will include basic site information, description of the modifications that are requested for the site and why they are needed, copies of pertinent prior documents, an updated Barrier Maintenance Plan, legal description, and map of the property. Ramboll will require detailed site plans from the developer to complete the PCM request.

Request to Construct on Historic Fill Site

Based on the observation of non-exempt fill materials on the site, a Request for Exemption to Construct on a Historic Fill Site (HFE) will be prepared and submitted to the WDNR. The exemption request process includes completion of WDNR Form 4400-226 - Development at Historic Fill Site or Licensed Landfill Exemption Application, and preparation of a narrative package under the signature of a qualified professional. The narrative package consists of three parts: 1) existing site conditions (waste types, potential for impacts, and evaluation of existing impacts); 2) proposed development summary; and 3) summary of actions to be taken and engineering controls that will prevent or minimize adverse environmental impacts and potential threats to human health and welfare, including worker safety. The exemption request will include supporting figures and site data.

Waste Characterization and Landfill Coordination

Ramboll will coordinate with a licensed landfill to obtain approval for disposal of contaminated soil that may be generated during construction of the proposed parking lot. We anticipate that one composite soil sample will be required to be collected and analyzed for waste characterization parameters to obtain approval for disposal. Ramboll will conduct that sampling and laboratory analysis prior to initiation of construction activities. We anticipate conducting this sampling in conjunction with the waste characterization sampling anticipated for the adjacent property to the east. The composite sample will be analyzed for polychlorinated biphenyls (PCBs) via USEPA Method 8082, 11 metals via toxicity characteristics leaching procedure (TCLP), Resource Conservation and Recovery Act (RCRA) 8 metals using USEPA Method 6010/7470, volatile organic compounds (VOCs) using USEPA Method 8260, semi-volatile organic compounds (SVOCs) using USEPA Method 8270, and SVOCs via TCLP. The composite soil sample will be submitted to a Wisconsin-certified analytical laboratory for analysis.

SCHEDULE

Ramboll is prepared to commence work on this project upon receipt of written authorization to this proposal and receipt of site plans from the developer. The PCM request and HFE request will be completed within 15 business days of receipt of the plans. Ramboll will provide a draft for review by the CDA and developer. The property owner will need to sign the Barrier Maintenance Plan prior to submittal to the WDNR.

PROJECT COST

The scope of services described herein will be completed on a time and materials basis in accordance with the Master Contract with the CDA, dated November 10, 2016, and the attached fee schedule, provided in our Proposal for Professional Consulting Services, dated August 24, 2022. The total estimated cost to complete the remedial planning services, as presented herein is \$20,000. This includes WDNR review fees of \$1,400.

Additional services, if requested, will be considered out of scope and will result in additional costs that will be billed on a time and materials basis, in accordance with the unit rates that are attached to this proposal and incorporated into the Master Contract.

Thank you for the opportunity to be of service. If you find this proposal acceptable, please provide a Proceed Order, using the CDA’s Standard procedure and referencing this proposal. If you have any questions or need further information, please contact us.

Yours sincerely,



Donna M. Volk, PG, CPG
Senior Managing Consultant

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dvolk@ramboll.com



Scott W. Tarmann, PE
Principal

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starmann@ramboll.com

**ATTACHMENT
RATE SCHEDULE**

RAMBOLL PROJECT FEES

Table 1: Labor

Labor Category (Invoice Title)	Labor Rate	Estimated % Time
Project Principal (Principal)	\$200	2%
Senior Managing Consultant	\$175	10%
Managing Consultant	\$155	15%
Sr. Consultant 2	\$130	5%
Sr. Consultant 1	\$120	5%
Engineer/Geologist (Consultant 3)	\$110	20%
Engineer/Geologist (Consultant 2)	\$100	20%
Field Staff (Consultant 1)	\$85	10%
CAD/GIS Drafting	\$80	8%
Administrative Support	\$65	5%

Table 2: Field Instruments/Equipment¹

Description	Units	Unit Cost
PID (10.6 ev lamp)	day	\$70
Water Level Meter	day	\$30
0.45-micron filters	each	\$25
Peristaltic Pump	day	\$50
Concrete Corer	day	\$150
Personal Vehicle Mileage (federal rate) ²	mile	\$0.585

Notes:

- 1: Other supplies/equipment will be rented/purchased as needed and the invoices will be passed through with no mark-up applied.
- 2: Based on project needs, distance to site and other factors, Ramboll may elect to rent a vehicle for field work. Typical vehicle rental rates, based on our company preferred provider fee schedule are between \$40 and \$70/day. Gasoline is additional.

A 10% mark-up will be added to all subcontractor services.

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1460
DATE ADOPTED August 15, 2023

Resolution to approve the Scope of Services for Ramboll US Consulting, Inc., for environmental services for the property located at 6771 W. National Ave., in an amount not to exceed \$20,000.

WHEREAS, if the Community Development Authority (the "Authority") and the City of West Allis Common Council (the "City") approve the Purchase and Sale and Development Agreement (the "Agreement") with BR West Allis, LLC (the "Developer") for the historic rehabilitation of 6771 W. National Ave (the "Property")., the ; and,

WHEREAS, in order to induce the \$16 million private investment in the Property, the Agreement states that the seller of the property, which is the "Authority" will pay for any incremental environmental costs associated with the redevelopment of the property up to \$200,000, of which consulting costs are estimated not to exceed \$20,000; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") has a mission in addressing brownfield sites that are blighted, environmentally impacted, and underutilized properties through redevelopment; and,

WHEREAS, on September 30, 2022, the Authority was awarded a \$500,000 Brownfield Assessment Grant from the US Environmental Protection Agency (EPA) to be used from a project period of October 1, 2022 - September 30, 2025;

WHEREAS, the work associated under the scope of services is estimated not to exceed \$20,000 and includes remedial planning, such as but not limited to, approval of another PCM request and a request to construct on a historic landfill site, with the Wisconsin DNR, all activities that are eligible under the City's EPA Brownfield Assessment Grant.

WHEREAS, the Executive Director recommends approval of the work and contract with Ramboll, so long as the Agreement is approved by the Authority and the City.

NOW, THEREFORE, BE IT RESOLVED, by the Community Development Authority of the City of West Allis that is hereby authorizing the Executive Director to enter into an agreement for the Scope of Services submitted for environmental services for the property located at 6771 W. National Ave.

BE IT FURTHER RESOLVED that the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the Contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED that the Executive Director is authorized, on behalf of the Authority, to execute the aforesaid contract documents.

BE IT FURTHER RESOLVED that the funding of up to \$20,000 is hereby appropriated from the U.S. EPA Brownfield Assessment Grant program.

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

COMMUNITY DEVELOPMENT
AUTHORITY CITY OF WEST ALLIS
RESOLUTION NO: 1461
DATE ADOPTED: August 15, 2023

Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") entered into an amended contract with Resolution 1199, adopted September 13, 2016, and Resolution 1252, adopted October 10, 2017, for negotiating Purchase and Sale Agreements with a variety of developers in several Tax Increment Financing Districts; and

WHEREAS, the Department of Development recommends that the Authority enter into an amended contract with S.B. Friedman & Co.,(the "Consultant") to independently review the Developer's pro forma, project costs, financial returns, and other applicable financial figures pertaining to the Purchase and Sale Agreement and Development Agreement (the "Agreement") between the Developer and the Authority and prepare matrix documenting project and market/industry parameters for key deal variables and assumptions; and,

WHEREAS, it is necessary to enter into an additional amended contract for financial consulting services.
NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis as follows:

1. That the sum of \$25,000 be and is hereby appropriated from various Tax Increment Financing Districts, and from The City's Economic Development/FIRE account for projects associated with(85th and National, 92nd and Greenfield) to meet the Authority's obligations under the aforesaid contract.
2. Authorizes the Executive Director, etc. make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

Approved: _____
Patrick Schloss, Executive Director
Community Development Authority

August 15, 2023

Mr. Patrick Schloss
Economic Development Executive Director
Community Development Authority of the City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53227

Re: Financial Deal Review Services - Amended Proceed Order #14

Dear Mr. Schloss:

Pursuant to our recent discussion with the Community Development Authority of the City of West Allis (the "CDA"), SB Friedman Development Advisors (SB Friedman) requests additional budget authorization to continue to assist with the CDA's review and consideration of public/private financing packages for redevelopment projects in West Allis. SB Friedman has exhausted our fee authorization.

SB Friedman requests additional authorization of **\$25,000** to continue to provide ongoing on-call support related to proposed redevelopment projects. The services we provide will be flexible and vary based the nature of the specific project, developer, financing tool and requested financial assistance package. We anticipate providing the following services on an as-needed basis:

- Review and provide feedback on reasonableness of developer assumptions (financing assumptions/ leverage; construction costs per square foot; revenue per unit or square foot; operating expenses; financial returns; cap rates)
- Analyze developer's financial returns on a leveraged and unleveraged basis
- Evaluate the rationale for the financing gap
- Prepare matrix or memo documenting project and market/industry parameters for key deal variables and assumptions for projects
- Run sensitivity analyses regarding financing gaps
- Review and provide feedback and recommendations on deal terms
- Review financial capacity and organizational wherewithal of developer/development entity to undertake proposed development
- Prepare or evaluate third-party property tax and TID projections
- Prepare technical memoranda and/or other documentation regarding analyses
- Participate in meetings and conference calls with CDA and developer

Cost Proposal

In recognition of its variable scope, this engagement is structured as an hourly “time and materials” engagement with flexible, on-call services. Professional fees for these services will be based on the time required at the then-current hourly billing rates of the SB Friedman personnel assigned to the project.

The following Project Hourly Rates apply to this engagement:

Partner/EVP	\$441	Senior Associate	\$220
Partner/SVP	\$320	Associate	\$193
Vice President	\$275	Research Associate	\$176
Senior Project Manager	\$270	Editor	\$120
Project Manager	\$264	Intern/Data Entry/Support	\$113
Associate Project Manager	\$235		

These rates will be in effect until July 1, 2024. After that date, rates are subject to adjustment by up to 5 percent.

Expenses including travel and mileage, tolls, parking, publications, maps, telephone toll charges, photocopies, report reproduction, color reproduction, faxes, messenger and express services, data purchased specifically for this project, use of company-owned or -licensed databases, and other out-of-pocket expenses will be billed as incurred without mark up.

Invoices will be rendered not more frequently than monthly as our work progresses for services and costs incurred. Invoices are payable within 30 days.

If at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached **Limitations of Engagement** apply to this engagement.

Acceptance Procedures

We look forward to the opportunity to continue to assist the Community Development Authority of the City of West Allis. Please return a signed copy of this engagement letter to indicate your acceptance of these terms.

Sincerely,



Fran Lefor Rood, AICP
Partner
(312) 424-4253 | frood@sbfriedman.com

Accepted: _____
Signature Date

Printed Name Title

LIMITATIONS OF ENGAGEMENT

Our deliverables will be based on estimates, assumptions and other information developed from research, knowledge of the industry, and meetings with the CDA and Developers during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the deliverables. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our memorandum, and the variations may be material. Our deliverables will contain a statement to that effect.

The terms of this engagement are such that we have no obligation to revise the deliverables to reflect events or conditions which occur subsequent to the date of the deliverable. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TID statute or other applicable law, interest rates, and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our deliverables will be intended solely for your information and that of the CDA Board for purposes of evaluating the proposed project's need for financial assistance, and is not a recommendation to issue bonds or other securities. It should not be relied upon by any other person, firm, or corporation or for any other purposes. Neither the deliverable nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual investors. Our work products are not intended to constitute advice for the client to issue (or refrain from issuing) specific municipal securities.

COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1462
DATE ADOPTED August 15, 2023

Resolution to approve Development Agreement between the 3LP West Allis, LLC and the City of West Allis for the property located at 8530-56 W. National Ave.

WHEREAS, 3LP West Allis LLC (the "Developer") acquired 3 acres of property known as the former Clark Oil Building at 8530-56 W. National Avenue in the City of West Allis, referred to as (the "Property") for the construction of a 247-unit multi-story, multifamily market rate development with estimated development budget of \$67 million; and,

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority") wishes to encourage economic development, eliminate blight, expand the City's tax base, and foster job creation for the City of West Allis (the "City") through the development of the Property; and,

WHEREAS, the Developer, plans on preparing the Property for redevelopment into a multifamily development that includes 295 underground parking spaces dog park, community and fitness rooms, grill stations, balconies, etc.; referred to as (the "Project"); and,

WHEREAS, the development of the Project would not occur without the benefits to be provided to Developer as set forth in this Development Agreement.

NOW, THEREFORE BE IT RESOLVED that the Community Development Authority of the City of West Allis hereby recommends to the Common Council of the City of West Allis as follows:

1. Approval of the Development Agreement between 3LP West Allis and/or its assigns and the City of West Allis, for development of for the property located at 8530-56 W. National Avenue.
2. That the Executive Director of the Authority, with the approval of the City's Director of Finance, or their designees, are hereby authorized and directed to take any and all other actions on behalf of the Authority which he deems necessary or desirable in connection with the aforementioned Development Agreement, including, without limitation, negotiating, executing, delivering and performing obligations under any and all documents in connection therewith including, without limitation, the sale of land, loan commitments, 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.
3. That the Executive Director, with the approval of the Finance Director, or their designees, are hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.
4. Authorize the Executive Director and Finance Director to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.
5. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such

other and further documents as may be reasonably necessary to complete the transactions contemplated therein

BE IT FURTHER RESOLVED, that Authority hereby authorizes the Executive Director, or his designee, to provide the Development Agreement to Common Council for approval and directed to execute and deliver the aforesaid Development Agreement on behalf of the Community Development Authority of the City of West Allis.

Approved: _____
Parick Schloss, Executive Director
Community Development Authority

1 **DEVELOPMENT AGREEMENT**

2 This Development Agreement (this "Agreement") is entered into as of September _____, 2023
3 by and between **3LP WEST ALLIS LLC**, a Wisconsin limited liability company ("Developer"), and the **CITY**
4 **OF WEST ALLIS**, a Wisconsin municipal corporation ("City"). The City and the Developer are each referred
5 to herein as a party or together as "Parties."

6 **RECITALS**

7 City and Developer acknowledge the following:

8 A. Pursuant to Section 66.1105, Wis. Stat. (the "Tax Increment Law"), the City has created
9 Tax Increment District No. 19 (the "District") and approved a project plan for redevelopment within the
10 District (the "TID Project Plan"). The real property described on **Exhibit A** ("Property") is located within the
11 boundaries of the District.

12 B. Subject to the City's providing the assistance set forth herein, Developer has acquired the
13 Property at 8530-56 W. National Avenue (Tax Key Parcel: 478-998-003), consisting of not less than 3.1900
14 acres (the "Project Site") to demolish existing improvements and to develop a 247-unit multi-story,
15 multifamily market rate development with estimated development budget of \$67,215,000. The Project will
16 have 295 underground parking stalls, dog park, community and fitness rooms, grill stations, balconies etc.
17 (the "Project"). The Plan Commission approved the site plan on October 26, 2022, and the Plan is attached
18 hereto as **Exhibit B** (the "Development Plan"). The Development Plan is consistent with the TID Project
19 Plan.

20 C. The projected aggregate equalized valuation for the Project, when fully developed, is
21 anticipated to be approximately \$48,165,000, as shown on the TIF Model prepared by Ehlers hereby
22 attached hereto as **Exhibit C** (the "TIF Model").

23 D. The City desires to encourage economic development, expand its tax base, and create
24 quality new housing to attract residents and grow the City, within the District and upon the Property. The
25 redevelopment shall be in the furtherance of and in compliance with the TID Project Plan. The City finds
26 that redevelopment of the Property and the fulfillment of the terms and conditions of this Agreement are in
27 the vital and best interests of the City and its residents and serve a public purpose in accordance with state
28 and local law.

29 E. The Project of redevelopment of the Property would not occur without the financial
30 assistance provided herein.

31 F. The City, pursuant to City Council action dated September _____, 2023, has
32 approved the terms of this Agreement and authorized the execution of this Agreement by the proper City
33 officials on the City's behalf.

34 G. The Developer has approved this Agreement and authorized its execution by appropriate
35 representatives on Developer's behalf.

36 H. All terms that are capitalized but not defined in this Agreement and that are defined under
37 the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

38 **AGREEMENTS**

39 In consideration of the Recitals, which are hereby incorporated as if fully set forth herein, and the
40 terms and considerations set forth herein, the parties agree, and covenant as follows:

41 **ARTICLE I**
42 **THE PROJECT AND DEVELOPER OBLIGATIONS**

43 A. Subject to satisfaction of the conditions set forth in this Agreement, Developer shall perform
44 the following:

45 i. On or before October 1, 2023, in coordination with the City as under described under
46 Recital B., receive City approval for a demolition permit to demolish the existing
47 improvements located on the Property in a manner that supports the orderly
48 implementation of the Project.

49 ii. Prior to execution of this Agreement, the Developer shall demonstrate that the Project
50 has secured the financial commitments necessary to complete the Project, net of the
51 City's financial obligations set forth herein.

52 iii. Invest no less than \$16,777,950 in equity toward the costs of Project.

53 iv. Provide the value increment guaranties as set forth herein.

54 B. Developer shall perform its development obligations in accordance with the development
55 budget approved by the City (the "Development Budget"), which is set forth on the first page of the sources
56 and uses schedule attached hereto as **Exhibit D** ("Budget").

57 C. Developer's obligation to perform under this Agreement shall be subject to satisfaction of the
58 following conditions:

59 i. Developer, in cooperation with the City, obtaining all appropriate approvals and
60 entitlements for the Project, including without limitation zoning, conditional use
61 permits, certified survey maps, site plan, lighting, architectural, landscaping, traffic
62 and off-site improvements.

63 D. Within thirty (30) days after the City's issuance of the building permit for the Project (the "Building
64 Permit"), Developer shall commence construction of the Project in accordance with the final plans and
65 specifications (including landscaping and lighting plans) approved by the City at the time of or prior to
66 granting of the Building Permit (the "Final Plans and Specifications"). Copies of the Final Plans and
67 Specifications will be retained at the City's Planning Program, located at the West Allis City Hall. Subject
68 to a Force Majeure Event (as hereinafter defined), the Developer shall substantially complete the Project
69 in compliance with the Final Plans and Specifications not later as set forth in the schedule attached here to
70 as **Exhibit E**. – Schedule of Project. The Project shall be deemed to be substantially complete on the date
71 that the City building inspector issues a certificate of occupancy for the entire Project (the "Completion
72 Date"). The City building inspector shall not issue the certificate of occupancy if the Project does not
73 materially conform to the Final Plans and Specifications, subject to any changes to such Final Plans and
74 Specifications that may have been requested by the Developer and approved by the City.

75 E. Provide the City of West Allis the necessary environmental information to demonstrate site
76 eligibility in order that the City is authorized from the U.S. EPA to issue a commitment for a \$500,000 U.S.
77 EPA Revolving Loan.

78 **ARTICLE II**
79 **CITY OBLIGATION**

80 A. At execution of this Agreement, and subject to satisfaction of all the preconditions set forth in
81 Article I, the City shall:

82 i. Cooperate with Developer throughout the development and construction
83 of the Project and shall promptly review and/or process all submissions, applications
84 and permits in accordance with applicable City ordinance.

85 ii. For the City to provide financial assistance outlined in Article II B., there
86 shall have been no (a) material adverse change in the environmental conditions or
87 reports pertaining to the Property and (b) the financial condition of the Developer.

88 B. Subject to Article IV, Paragraph A herein, the City shall provide a development grant in the
89 form of a Municipal Revenue Obligation (as defined below) approximating twenty-seven (27) full years of
90 the Actual Tax Increment (as defined herein) expected to be paid to the District for the estimated equalized
91 real property value of the completed Project. The principal incentive amount is not to exceed a present
92 value of Thirteen Million One Hundred Five Thousand, Five Hundred and 00/100 U.S. Dollars
93 (\$13,105,500.00) at time of issuance, which is based on: Developer's estimate of the completed Project
94 size and development costs of \$67,215,000 and 00/100 U.S. Dollars); the City Assessor's estimated
95 equalized value for the completed Project of \$48,165,000.00); an average mil rate of \$21.38; and, a
96 discount rate of 6.0%; interest of 6.0% per annum also shall be paid on such principal incentive amount.
97 Material departures from Developer's estimated development costs or the actual completed assessed value
98 of the Project may result in a decrease to the incentive amount (if the final investment is below the
99 predevelopment estimate, the MRO amount will be reduced per the end value)

100 **Article III**
101 **Developer Completion Guaranty.**

102 Developer shall provide the City with a Guaranty of Completion for the Project at Closing ("Guaranty of
103 Completion"), which shall be in the form attached hereto as **Exhibit F**. "Completion Guaranty" shall be
104 defined as the issuance of the Certificate of Completion and first/initial occupancy of the building
105 improvements for each applicable Project. Upon Completion of such Project, the Guaranty of Completion
106 shall be released in its entirety.

107 **Article IV.**
108 **DEVELOPMENT INCENTIVE GRANT – MUNICIPAL REVENUE OBLIGATION**

109 A. Not earlier than thirty (30) days prior to the substantial completion of the Project and
110 issuance of an occupancy permit for the building as set forth herein, Developer shall provide to the City a
111 written request for issuance of a Municipal Revenue Obligation (as defined below). Within forty-five (45)
112 days after submittal of the written request for issuance of the Municipal Revenue Obligation, or within sixty
113 (60) days after the condition described above has been satisfied, whichever is later, the City shall issue a
114 Municipal Revenue Obligation to Developer in the form attached hereto as **Exhibit G** (the "Municipal
115 Revenue Obligation"). The principal amount of the Municipal Revenue Obligation shall not exceed Thirteen
116 Million One Hundred Five Thousand, Five Hundred and 00/100 U.S. Dollars (\$13,105,500.00), and interest
117 shall accrue and be paid at the rate of 6.0% per annum, The Municipal Revenue Obligation shall be issued
118 under the following terms and conditions:
119

120 1. Any payment on the Municipal Revenue Obligation which is due on any Payment
121 Date (as defined herein) shall be payable solely from and only to the extent that the City has received as
122 of such Payment Date, Actual Tax Increment, and such Actual Tax Increment has been appropriated by
123 the City of West Allis Common Council to payment of the Municipal Revenue Obligation. "Actual Tax
124 Increment" as referred to in this Agreement and in the Municipal Revenue Obligation shall mean real
125 property tax increment (as defined by the Tax Increment Law) solely generated from and paid by the Project
126 minus the annual Administration Fee paid to the City outlined in **Exhibit C**.
127

128 2. For purposes of the Municipal Revenue Obligation, a "Payment Date" is after the
129 final property tax installment date of October 1 and as outlined in the scheduled payment dates set forth on
130 a schedule attached to the Municipal Revenue Obligation when issued. The scheduled Payment Dates
131 shall be prepared such that the payments on the Municipal Revenue Obligation are amortized over no more
132 than twenty-seven (27) years that Actual Tax Increment generated by the Project may lawfully be allocated
133 to make payments on the Municipal Revenue Obligation. On each of the Payment Dates, the City shall
134 pay to the Developer the Actual Tax Increment minus the City's Administrative Fee, up to the tax increment
135

136 collected on the schedule attached to the Municipal Revenue Obligation, together with such additional
137 amounts, if any, deferred from prior years as may be payable on the Payment Date as provided under the
138 terms of the Municipal Revenue Obligation, that has been appropriated for that purpose by the City of West
139 Allis Common Council in accordance with the requirements for revenue obligations.
140

141 3. The City covenants and agrees that Actual Tax Increment held by the City in any
142 given year as of a given Payment Date shall not be appropriated for any use not identified on the Municipal
143 Revenue Obligation amortization schedule or identified in the Project Plan, if not appropriated for the
144 Municipal Revenue Obligation due as of such Payment Date, until the earliest to occur of the following: (a)
145 the City has paid the Municipal Revenue Obligation payment due on the Payment Date in that year
146 (including the scheduled payment amount plus any additional amounts deferred from prior years and
147 payable on that Payment Date); (b) until said Municipal Revenue Obligation has been paid; or, (c) by
148 October 1st of that year. The District shall not be terminated until the first of the following to occur: (i) the
149 Municipal Revenue Obligation has been paid in full; (ii) completion of the twenty-seven (27) tax year
150 collection following the issuance date of the Municipal Revenue Obligation; or, (iii) until the District must be
151 terminated by law.
152

153 4. Any amount of the Municipal Revenue Obligation due and owing that is unpaid in
154 one year shall carry over to the next year; however, any obligation to repay any amount that is unpaid after
155 the completion of the twenty seventh (27) tax year collection following the issuance date of the Municipal
156 Revenue Obligation shall be extinguished, and no further amount shall be due from City under this
157 Agreement or otherwise.
158

159 5. Developer may assign the Municipal Revenue Obligation to any lender providing
160 financing to the Project, or to a successor owner of the Project, and upon notice of such assignment, the
161 City shall pay directly to such lender or successor the scheduled payment amounts due on account on the
162 Municipal Revenue Obligation. Any such assignment shall be subject to the terms contained in this
163 Agreement.
164

165
166 B. THE MUNICIPAL REVENUE OBLIGATION SHALL BE A SPECIAL, LIMITED REVENUE
167 OBLIGATION OF THE CITY PAYABLE ONLY FROM ACTUAL TAX INCREMENT THAT IS
168 APPROPRIATED BY THE COMMON COUNCIL FOR THAT PURPOSE. No property or other asset of the
169 City, except Actual Tax Increment appropriated to make payments with respect to the Municipal Revenue
170 Obligation, is or shall be a source of payment of the City's obligations thereunder. The Municipal Revenue
171 Obligation shall not constitute a debt or obligation of the City, the County in which it is located, the State of
172 Wisconsin or any political subdivision thereof within the meaning of any State constitutional provision,
173 statutory limitation, or charter provision or limitation thereof and shall not be a charge against their general
174 credit or taxing powers.
175

176 C. THE CITY MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED,
177 THAT THE ACTUAL TAX INCREMENT, IF APPROPRIATED, WILL BE SUFFICIENT TO PAY, IN WHOLE
178 OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE UNDER THE
179 MUNICIPAL REVENUE OBLIGATION.
180

181 D. The City shall have no obligation to make payments on the Municipal Revenue Obligation
182 while the Developer is in default of any of its obligations under this Agreement or if no Actual Tax Increment
183 is available.
184

185
186 **Article V**
187 **ASSESSED VALUE GUARANTY**

188 A. In consideration of the issuance of the Municipal Revenue Obligation, Developer hereby
189 guaranties that commencing in the first calendar year following the Completion Date and for each calendar
190 year thereafter that this guaranty remains in place, the assessed valuation of the Property for real property
191 tax purposes (the "Assessed Value") shall not be less than Forty Million and 00/100 Dollars

192 (\$40,000,000.00) (the “Guaranteed Value”). If in any year during the term of this guaranty the Assessed
193 Value is less than the Guaranteed Value, then the Developer shall make an Assessed Value Shortfall
194 Payment (as defined below) to the City as provided herein. An “Assessed Value Shortfall Payment” shall
195 mean the difference between: (a) the amount of property taxes that would have been assessed against
196 the Property in the applicable year had the Assessed Value been equal to the Guaranteed Value; and
197 (b) the actual amount of property taxes assessed against the Property for such year. Developer shall
198 make the Assessed Value Shortfall Payment to the City not later than thirty (30) days following the date
199 that the property tax bill for the Property is issued. As an example of calculating an Assessed Value
200 Shortfall Payment, assume: (w) the Assessed Value in 2026 is \$31,500,000 million; and (x) the City's
201 property tax rate (all taxing jurisdictions included) for 2026 is 2.8%. In such instance, Developer would
202 owe an Assessed Value Shortfall Payment to the City equal to \$238,000.00 [(\$40,000,000 million minus
203 \$31,500,000 million) x 2.8%] payable on or before thirty (30) days following the issuance of the 2026
204 property tax bill for the Property.

205 B. Assessed Value Shortfall Payments made by the Developer will be treated by the City as
206 contingent non-interest-bearing loans, repaid out of available Surplus Tax Increment after payment in full
207 of all accrued interest and principal on the Municipal Revenue Obligation. If the un-extended statutory term
208 of the District expires prior to full repayment to Developer of any Assessed Value Shortfall Payments, then
209 the outstanding balance of such Assessed Value Shortfall Payments shall be forgiven, and the City shall
210 have no further obligations to repay same.

211 C. The assessed valuation guaranty set forth in this Article shall expire upon the closure of
212 the District. Until such expiration, this valuation guaranty shall constitute a covenant running with the land,
213 binding upon any and all owners of the Property and their successors and assigns, including any mortgagee
214 that acquires title through foreclosure or a deed in lieu thereof, and any purchaser or assignee of such
215 mortgagee. The City is hereby empowered and authorized by the Developer to levy a special assessment
216 lien against the Property to collect any unpaid Assessed Value Shortfall Payment, which lien shall be a first
217 priority lien. Any and all notice and hearing requirements which may be required under the law for such
218 special assessment or special charge are hereby waived by the Developer.

219 D. Shortfall Payments (as defined in the Increment Guaranty, hereby attached as **Exhibit H**)
220 made by the guarantor will be treated by the City as contingent non-interest-bearing loans, repaid out of
221 available Tax increments generated by the applicable tax parcel after all debt incurred by the City to fund
222 the entire Initial Funding has been fully repaid. Any payments due to the guarantor shall, unless otherwise
223 agreed upon by all affected parties, be subordinated to payments due from the City to other parties under
224 any other Increment Guaranty. If the unextended statutory term of the District expires prior to full repayment
225 to the guarantor of any Shortfall Payments, then the outstanding balance of such Shortfall Payments shall
226 be forgiven, and the City shall have no further obligation to repay same.

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Article VI Cost Savings, Profit Sharing (Promote)

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A. Cost Savings.

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- i. West Allis and the Developer have agreed on a final Project Budget for the Project substantially in the form attached as **Exhibit D** (the “Project Budget”). West Allis will be engaging, at its expense, a construction cost consultant to review the Project Budget, review the allocation of site costs, and to monitor final costs. The Developer agrees to cooperate with the consultant and provide such information. Notwithstanding the foregoing, the Developer shall not be required by West Allis to pay any administration, consultant or review fees that exceed the amounts for such fees set forth in the Project Budget.

240 ii. The Developer's Budget is incorporated into this Agreement as Exhibit D and any funds
241 remaining from activities set forth in the Development Construction Budget at
242 Completion will be treated as Cost Savings. (the "Completion Date"). Certain costs
243 that are incurred or funded after substantial completion will be excluded from this
244 calculation, these include the Working Capital Reserves, Interest Reserves, Owner's
245 and Contractor's Contingency, the Developer Fee and cost segregation. If the actual
246 cost of such activities is less than \$61,310,348 as set forth in the Development Budget
247 (subject to Developer's ability to reallocate cost savings as permitted by the
248 construction loan documents and the Developer's Operating Agreement, such
249 differential, if any, is defined as Cost Savings"). Any Cost Savings shall be shared by
250 the City and Developer on a 50/50 basis, respectively. The Developer shall provide
251 the City with quarterly reconciliation statements showing actual expenditures incurred
252 compared to the Project Budget (in addition to such documentation as may be required
253 by the Public Improvements Agreement) and a final reconciliation statement within
254 ninety (90) days following the Completion Date. The Developer shall provide to the
255 City any and all back up information and documentation with respect to the quarterly
256 and final reconciliation statements as the City or its representative/consultant may
257 reasonably request.

258 B. Promote Sharing. As outlined in the Developer's financial model, the Developer has
259 agreed to provide the City with profit sharing interest in the distributions to General Partnership from the
260 cash flow promote structure.

261 i. Per the financial model, the cash flow "Waterfall" outlines the distribution of project
262 level cash flow based on a promote structure. The following outlines the how Promote
263 would be calculated:

264 a. First, subject to distributions from a Capital Event (Disposition of Project
265 Site) and only until each Class A Member's (other than City) Unreturned initial Capital
266 Contributions are reduced, then, with respect to a given Fiscal Year, eighty-five percent
267 (85%) to the Developer and fifteen percent (15%) to the City until an amount equal to fifteen
268 percent (15%) as an internal rate of return for the Developer's aggregate Unreturned
269 Capital Contributions of the Class A Members, payable to the Class A Members pro rata
270 with respect to their Class A Percentage Interests,; and.

271 b. Second, in such instance where Distributions pursuant to Article VI,
272 Section B(a) are no longer applicable, (1) eighty percent (80%) to the Developer and twenty
273 percent (20%) to the City until an amount equal to twenty-five percent (25%) as an internal
274 rate of return for the Developer's aggregate Unreturned Capital Contributions of the Class
275 A Members (other than City), payable to the Class A Members (other than City) pro rata
276 with respect to their Class A Percentage Interests,; and

277 c. Third, in such instance where Distributions pursuant to Article VI, Section
278 B(a) and (b) are no longer applicable, (1) seventy percent (70%) to the Developer and thirty
279 percent (30%) to the City on the amount above twenty-five percent (25%) as an internal
280 rate of return for the Developer's aggregate Unreturned Capital Contributions of the Class
281 A Members (other than City), payable to the Class A Members (other than City) pro rata
282 with respect to their Class A Percentage Interests, as set forth in the Developer's Operating
283 Agreement.

284

285 Once the Developer's Operating Agreement is in final form, the Developer will share the applicable
286 Distributions language from the Developer Operating Agreement.

287 d.

- 288 C. Promote Structure:
- 289 i. Tier 1: 85% GP/15% City up to a 15% GP IRR
- 290 ii. Tier 2: 80% GP/20% City up to a 25% GP IRR
- 291 iii. Tier 3: 70% GP/30% City above a 25% IRR.

292 D. GP IRR Calculation

293 a. The GP IRR will be calculated based on the General Partner's initial capital
294 account subject to required overall GP equity as determined by the Developer's
295 Operating Agreement.

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Article VII
PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

300 A. Throughout the life of the District, the Developer will pay (or cause to be paid) all ad valorem
301 property taxes properly assessed against any portion of the Project Site owned by the Developer before
302 such taxes become delinquent. The foregoing shall not prohibit the Developer from contesting, in good
303 faith, the assessed value of any portion of the Project Site.

304 B. In the event that any portion of the Project Site becomes exempt from ad valorem taxes
305 during the statutory life of the District, then for the remaining life of the District (the "PILOT Term"), the
306 owner of such exempt portion of the Project Site shall make (or cause to be made) annual payments in lieu
307 of taxes in amounts equal to what the ad valorem property taxes would have been for such portion of the
308 Project Site (as determined by the City assessor, subject to the owner's right to contest such determination)
309 had it not been exempt. Notice of such assessment shall be given in the same manner and timeframe as
310 if the exempt portion of the Project Site was not exempt. Such payment in lieu of taxes shall be due and
311 payable at the same time and in the same manner as the ad valorem taxes would have been due and
312 payable for such year. If the then-owner fails to make a payment in lieu of taxes when due, the City may,
313 in addition to all other remedies available to it, levy a special assessment against the exempt portion of the
314 Project Site owned by such owner in the amount of the unpaid payments provided any recoveries are limited
315 to the amount then due. Notwithstanding the levying of such special assessment, the payment obligation
316 under this Article V shall be the personal obligation of the then-owner of the exempt portion of the Project
317 Site. The covenant contained in this Article VII shall be deemed to be a covenant running with the land and
318 shall be binding upon the then-owners of any portion of the Project Site for the duration of the PILOT Term.
319 The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce the same
320 against all of the then-owners of an exempt portion of the Project Site. The covenants and obligations set
321 forth in this Article may be embodied in a separate document and recorded against the Property as provided
322 herein.

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Article VIII
NO PARTNERSHIP OR VENTURE

325 Developer and its contractors or subcontractors shall be solely responsible for the completion of all
326 of Developer's obligations set forth in this Agreement. Nothing contained in this Agreement shall create or
327 effect any partnership, venture or relationship between the (i) City and (ii) Developer, or any contractor or
328 subcontractor employed by Developer.

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**Article IX
CONFLICT OF INTEREST**

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

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335

**Article X
WRITTEN NOTICES**

336 All notices required or permitted by this Agreement shall be in writing and shall be deemed to have
337 been given (i) upon delivery to an officer of the City (as to the City) or to an officer of Developer (as to
338 Developer), if hand delivered; (ii) two business days following deposit in the United States mail, postage
339 prepaid, or (iii) upon delivery if delivered by a nationally recognized overnight commercial carrier that will
340 certify as to the date and time of such delivery; and each such communication or notice shall be addressed
341 as follows, unless and until any of such parties notifies the other in accordance with this Article of a change
342 of address:

343 If to the City: City of West Allis
344 West Allis City Hall
345 7525 W. Greenfield Avenue
346 West Allis, WI 53214
347 Attn: City Clerk

348
349 With a copy to: Economic Development
350 Economic Development Executive Director
351 7525 W. Greenfield Avenue
352 West Allis, WI 53214
353 Attention: Patrick Schloss

354
355 With a copy to: City Attorney
356 7525 W. Greenfield Avenue
357 West Allis, WI 53214
358 Attention: Kail Decker
359

360 If to the Developer: 3LP West Allis LLC
361 c/o Three Leaf Partners
362 504 W Juneau Ave.
363 Milwaukee, WI 53203
364 Attn: Matthew Burow and Derek Taylor

365 c/o Land Quest
366 4419 Washington Rd.,
367 Kenosha, WI 53144
368 Attn: Ryan Douglas
369

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371

**Article XI
DEFAULT**

372 A. The occurrence of any one or more of the following events shall constitute a default ("Default")
373 hereunder:

- 374 i. Developer shall fail to pay any amounts when due under this Agreement or any
375 guaranty by Developer and further fails to pay such amounts on or before five days
376 following written notice of such failure; or

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- ii. Any material representation or warranty made by Developer pursuant to this Agreement shall prove to have been false in any material respect as of the time when made or given; or
 - iii. Developer shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as Developer has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or
 - iv. Developer defaults under any guaranty by Developer beyond any applicable grace period; or
 - v. City shall materially breach or fail to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred eighty days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer); or
 - vi. Developer:
 - a. becomes insolvent or generally does not pay, or is unable to pay, or admit in writing its inability to pay, its debts as they mature; or
 - b. makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or
 - c. becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to affect a plan or other arrangement with creditors; or
 - d. has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or
 - e. applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after his appointment; or
 - f. adopts a plan of complete liquidation of its/his assets; or
 - g. shall cease to exist.

416 B. Upon the occurrence of any Default, without further notice, demand or action of any kind
417 by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all rights and
418 remedies available at law and/or in equity. Notwithstanding the foregoing, the City's rights shall be limited
419 to, temporary suspension of any payment of the Municipal Revenue Obligation, provided that any
420 suspended payments shall remain due and shall become payable upon the cure of any Default by
421 Developer.

422 1. Except as set forth in the previous paragraph, no remedy shall be exclusive of any other remedy
423 and each and every remedy shall be cumulative and shall be in addition to every other remedy given under
424 this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any
425 party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial
426 exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

427 2. In the event of a default by either party, all reasonable fees, costs and expenses incurred by
428 the non-defaulting party, including reasonable attorneys' fees, in connection with the enforcement of this
429 Agreement shall be paid by the defaulting party, including without limitation the enforcement of the non-
430 defaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

431 **Article XII**
432 **TAX CONTEST**

433 In consideration of the City issuing the Municipal Revenue Obligation outlined in Article II of this Agreement,
434 Developer, its successors, assigns, or affiliates agree to not challenge any property tax assessment levied
435 against the Project prior to the termination of the District, except that any or all of them may contest any
436 such property tax assessment but only in good faith and only if and to the extent any such property tax
437 assessment is in excess of the Guaranteed Value of the Property in any tax year following the Completion
438 Date.

439
440 To the extent in compliance with applicable law, if any tax, assessment or like charge is imposed on or
441 assessed against the Project or the use and operations thereof or income therefrom, as an alternative to,
442 a replacement of, or as supplemental to, any or all of the property taxes that are intended by the parties
443 hereto to constitute the Tax Increments, or increment or like revenues under the Tax Increment Law or any
444 equivalent, then such taxes, assessments, and charges shall be deemed to be Tax Increments hereunder
445 and shall be disbursed as set forth in this Agreement. Notwithstanding the foregoing, special assessments
446 and special charges levied by the City for permitted purposes, such as to pay for improvements and
447 services, shall not be included as Tax Increments.
448

449
450 **Article XIII**
451 **MISCELLANEOUS**

452 A. Developer shall have in effect at all times all permits, approvals and licenses as may be required
453 by any governmental authority or non-governmental entity in connection with Developer's development,
454 construction, management and operation of the Project.

455 B. Developer shall maintain or cause to be maintained the following insurance policies (the
456 "Insurance Policies") issued by insurers licensed in the State of Wisconsin, with ratings and in the financial size
457 category as requested by the City, covering loss by perils, hazards, liabilities and other risks and casualties and
458 in such amounts as may be reasonably required by the City:

459 1. Following completion of construction of all components of the Project, "all risks" property insurance
460 insuring against such risks as are insured against by owners of similar improvements, in amounts
461 equal to 100% replacement cost of all such improvements with an extended replacement cost
462 endorsement.

463 2. During the construction, builder's risk insurance in form and amounts reasonably satisfactory to the
464 City.

465 3. During the term of this Agreement, commercial general liability insurance covered under a
466 comprehensive general liability policy including contractual liability in amounts maintained by
467 owners of similar projects, and insuring against bodily injury, including personal injury, death and
468 property damage; and

- 469 4. Other insurance may be reasonably requested by City.
- 470 5. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice
471 to the City of any material change or cancellation of such policy. The City shall be named as an
472 additional insured/loss payee on all policies of insurance except worker's compensation insurance.

473 C. If the Developer does not commence construction of the Project by December 31, 2023
474 (subject to extension pursuant to Paragraph G, below), then the City may, in its sole discretion and only
475 prior to commencement of construction, terminate this Agreement upon written notice to the Developer.
476 The City shall thereafter have no further obligations under this Agreement.

477 D. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless
478 from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by
479 the City by reason of the following: (a) the failure of Developer or its contractors, subcontractors, agents,
480 employees, or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of
481 any regulatory or administrative authority with respect thereto; (b) any release by Developer or its
482 contractors, subcontractors, agents, employees, or invitees of petroleum products or hazardous materials
483 or hazardous substances on, upon or into the Property; (c) any and all damage to natural resources or real
484 property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer
485 and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance
486 or any release of petroleum products or hazardous materials or hazardous substances as described in
487 clauses (a) and (b) above; (d) any violation by Developer or at the Project of any environmental law, rule,
488 regulation or ordinance; (e) claims arising in connection with the Project under the Americans With
489 Disabilities Act, and any other laws, rules, regulations or ordinances; (f) the failure by Developer to comply
490 with any term or condition of this Agreement; (g) injury to or death of any person at the Project or injury to
491 any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as
492 needed, any portion of the Project. The foregoing indemnity shall not apply to any claims or damages
493 arising under clauses (a) through (h) of the previous sentence to the extent such claims or damages are
494 attributable to the negligence or willful misconduct of the City.

495 The terms "hazardous substances" means any flammable explosives, radioactive materials,
496 hazardous wastes, toxic substances, or related materials, including without limitation, any substances
497 defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous
498 materials," "toxic substances" under any applicable federal or state or local laws or regulations.

499 E. Time is of the essence of each, and every obligation or agreement contained in this
500 Agreement.

501 F. If Developer is delayed or prevented from timely commencing or completing construction
502 of the Project, by reason of fire, earthquake, war, flood, material shortages, riot, strikes, labor disputes,
503 governmental restrictions, judicial order, public emergency, or other causes beyond the reasonable control
504 of the party obligated to perform ("Force Majeure Event"), performance of such act shall be excused for the
505 period of such delay and the time for the performance of any such act shall be extended for a period
506 equivalent to such delay.

507 G. A memorandum of this Agreement shall be recorded in the office of the Register of Deeds
508 of Milwaukee County, Wisconsin, prior to the recording of the mortgage securing any mortgage on the
509 Project Site, it being understood by the parties that this Agreement will run with the land and will be binding
510 upon the Project Site and any owner and/or lessee and/or mortgagee of all or any portions of the Project
511 Site and their successors and assigns.

512 H. Nothing contained in this Agreement is intended to or has the effect of releasing Developer
513 from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with
514 all terms, conditions and covenants contained in this Agreement.

515 I. All financial reports and information required to be provided by Developer to the City under
516 this Agreement shall be provided to the City's outside financial consultant for review on behalf of the City.

517 The Developer warrants and represents the accuracy of its financial reports and information in all material
518 respects. The parties acknowledge that some of the financial information to be provided to the City may
519 qualify as proprietary or as “trade secrets” and that disclosure of same would have an adverse impact upon
520 Developer and certain tenants of the Project. When financial information is provided to the City, the provider
521 of such financial information shall identify the information that is proprietary or constitutes a trade secret
522 and the City shall take reasonable steps to protect such trade secrets as allowed by law. The foregoing
523 shall not apply to the Project Budget or Developer’s final actual costs for purposes of determining whether
524 an adjustment to the Municipal Revenue Obligation is required under Article IV nor shall it apply to
525 information relating to the disbursement of payment under the Municipal Revenue Obligation.

526 J. This Agreement may not be assigned by the Developer without the City’s consent, which
527 may be granted or withheld in the City’s reasonable discretion, except that the Developer may collaterally
528 assign this Agreement to Developer’s construction lender or to other lenders for the Project without the
529 City’s consent. In the event that such construction lender or any other lender forecloses on its collateral
530 and succeeds to ownership any portion of the Project Site, the City shall fulfill its obligations hereunder
531 provided that such construction lender or other lender assumes in writing all of the obligations of Developer
532 hereunder.

533 K. Developer shall not be released from any of its obligations hereunder by any sale,
534 foreclosure or other conveyance of all or any portion of the Project Site, either before or after completion of
535 the Project, without the written consent of the City.

536 L. Subject to applicable laws, Developer and the City shall work together expeditiously and in
537 good faith to obtain appropriate project entitlements, including, without limitation, approvals for zoning (PUD
538 overlay), site plan, architectural, landscaping, traffic, and offsite improvements.

539 M. Subject to applicable laws, Developer and the City shall work together expeditiously and in
540 good faith in support of optimizing the overall economic efficiency of the Project through appropriate
541 structuring of such matters as site infrastructure financing and construction, etc.

542 N. This Agreement contains the entire agreement between the City and Developer with
543 respect to the subject matter of this Agreement and may be amended or modified only by subsequent
544 written agreement duly signed by both parties hereto.

545 **ARTICLE XIV**
546 **TERMINATION; CERTIFICATE OF COMPLETION**

547 O. Developer shall have the right to terminate this Agreement immediately upon written notice
548 to the City in the event that Developer determines that it will not be able to satisfy the City’s preconditions
549 set forth in Article I.

550 P. This Agreement shall automatically terminate and be of no further force or effect upon the
551 last to occur of all of the following:

- 552 i. Timely completion of all of Developer’s activities set forth on **Exhibit E**.
- 553 ii. Payment in full of the Municipal Revenue Obligation, including all accrued interest.
- 554 iii. Payment in full by Developer to the City of any sums due in connection with a demand
555 or claim that has been made by the City upon Developer in connection with a Default
556 in its obligations under this Agreement.
- 557 iv. Payment in full by the City to the Developer of any sums due pursuant to Articles II or
558 IV or in connection with a demand or claim that has been made by Developer upon the
559 City in connection with a Default in other obligations of the City under this Agreement.
- 560 v. The expiration of the PILOT Term.

561 Upon the occurrence of all of the foregoing, the City agrees to execute and record in the Office of
562 the Register of Deeds for Milwaukee County a memorandum of termination of this Agreement.

563 Q. In the event that items 1 through 4 of Paragraph Q, above, have occurred, and provided
564 that there are then no outstanding unsatisfied claims by the City against Developer under this Agreement,
565 then upon the request of Developer:

566 i. The City and Developer shall execute and record with the Register of Deeds a
567 restrictive covenant encumbering the Project Site with the restrictions and conditions
568 set forth in Article V that shall run for the duration of the PILOT Term; and

569 ii. The City shall execute and record with the Register of Deeds a memorandum of
570 termination of this Agreement with respect to its application to any purchaser, lender
571 or other party claiming or obtaining an interest in the Project Site.

572

573

[Signatures on following page]

574

575

DRAFT

576 In Witness Whereof, this Agreement is executed as of the date first above written.

577 CITY OF WEST ALLIS, WISCONSIN

578
579
580 By: _____
581 Name: Dan Devine, Mayor

582
583 By: _____
584 Name: Rebecca Grill, City Administrator/Clerk

585
586 STATE OF WISCONSIN)
587) ss.
588 _____ COUNTY)
589

590 Personally appeared before me this ____ day of _____, 2023, the above-named
591 _____ and _____, the Mayor and City Administrator/Clerk, respectively, of
592 the City of West Allis, Wisconsin, to me known to be the persons who executed the foregoing agreement
593 on behalf of the City and by its authority and acknowledged the same.

594
595 _____
596 Name: _____
597 Notary Public, State of Wisconsin
598 My Commission expires:

599 Approved as to form this _____ day of September, 2023

600
601 _____

602 Kail Decker, City Attorney

603
604 Countersigned this _____ day of September 2023, and I certify that the necessary funds
605 have been provided to pay the liability that may be incurred by the City of West Allis under this
606 Agreement.

607
608 _____

609 Jason Kaczmarek
610 Finance Director/Comptroller

611
612
613
614 [Signatures continue on following page]

616

3LP West Allis LLC

617

By: _____

618

619

620

621

622

623

By: Matthew Burow, Manager

624

625

STATE OF WISCONSIN)

626

627

) ss.

628

MILWAUKEE COUNTY)

629

Personally appeared before me this ____ day of _____, 2023, the above-named Member and Manager of 3LP West Allis LLC, the manager of 3LP West Allis LLC, to me known to be the person who executed the foregoing agreement on behalf of said limited liability company and by its authority and acknowledged the same.

630

631

632

633

634

Name: _____

635

Notary Public, State of Wisconsin

636

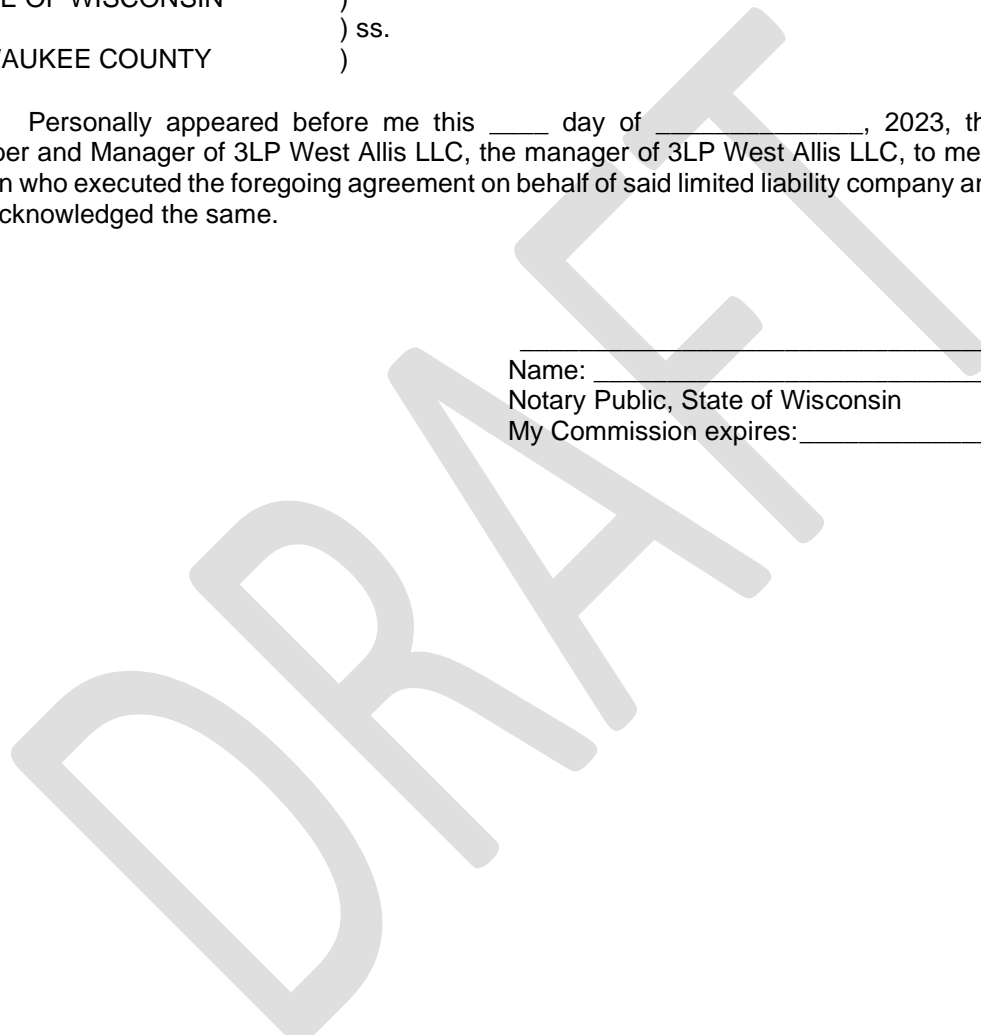
My Commission expires: _____

637

638

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SCHEDULE OF EXHIBITS

642	EXHIBIT A	The Property
643	EXHIBIT B	Development Plan
644	EXHIBIT C	TIF Model
645	EXHIBIT D	Project Budget
646	EXHIBIT E	Project Schedule
647	EXHIBIT F	MRO
648	EXHIBIT G	Certificate of Completion
649	EXHIBIT H	Increment Guaranty
650		

DRAFT

651

EXHIBIT A

652

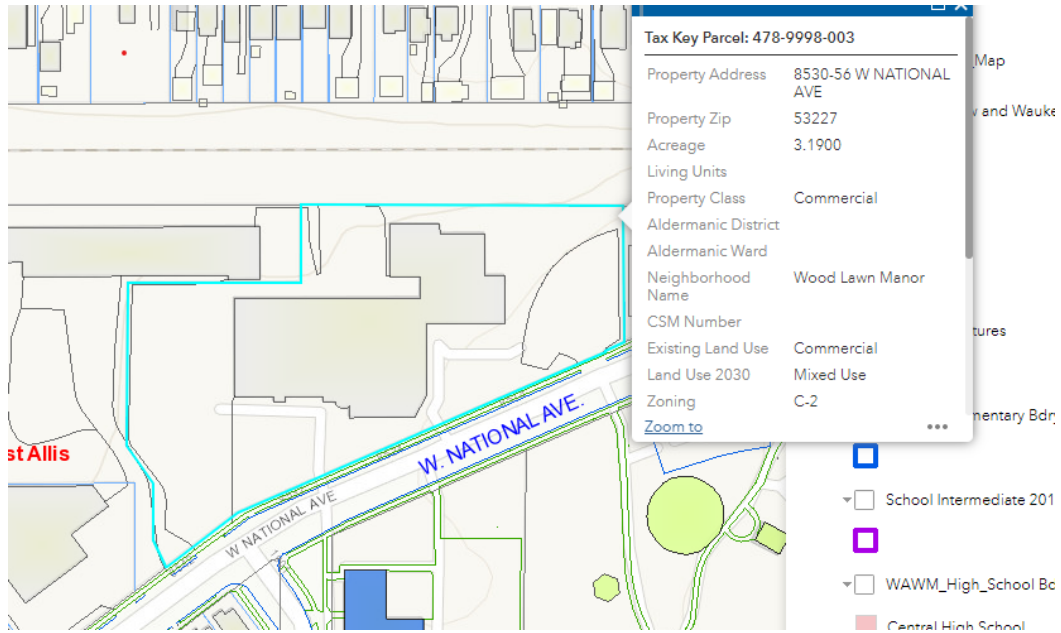
The Property

653

654 Legal Description

655 COM 25.93 FT S OF NE COR SW 4 6 21 TH W 727.22 FT S 86.22 FT WLY 195.88 FT S 189.22 FT
 656 SELY 53 FT S 64.08 FT SELY 35.41 FT NELY 5.03 FT S TO C/L W NATL AVE NELY ON C/L W NATL
 657 AVE TO E LI SD 1/4 TH N TO BEG EX C PT FOR AVE & EXC CSM NO 5161

658



659



660

EXHIBIT B

661

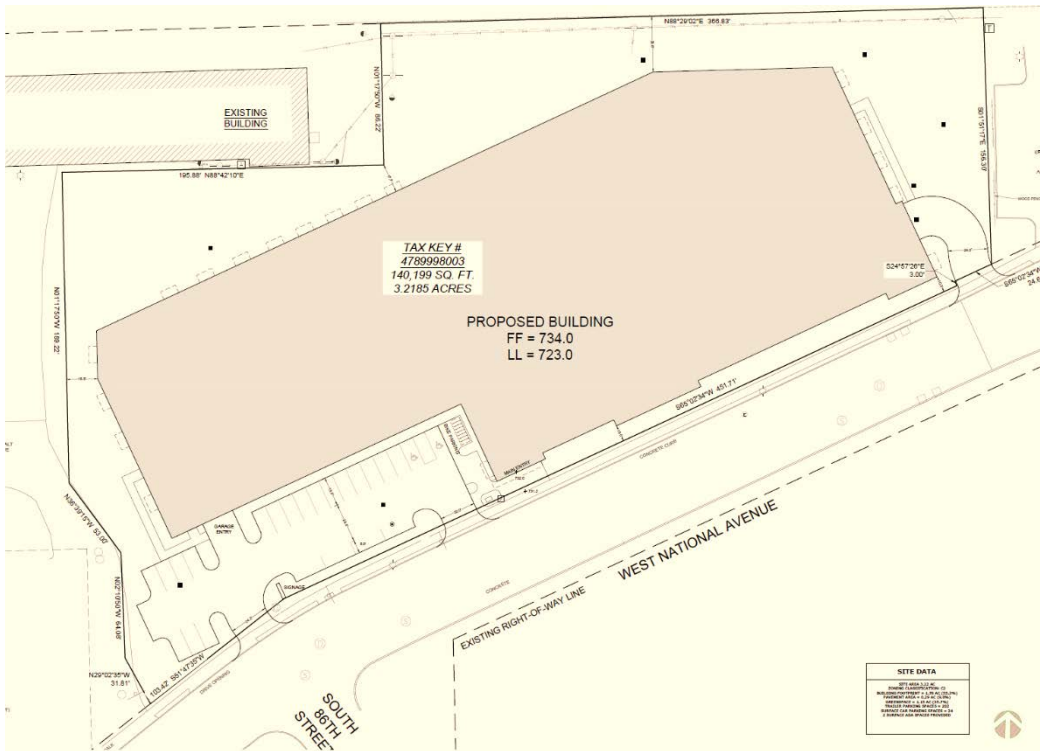
The Project

662

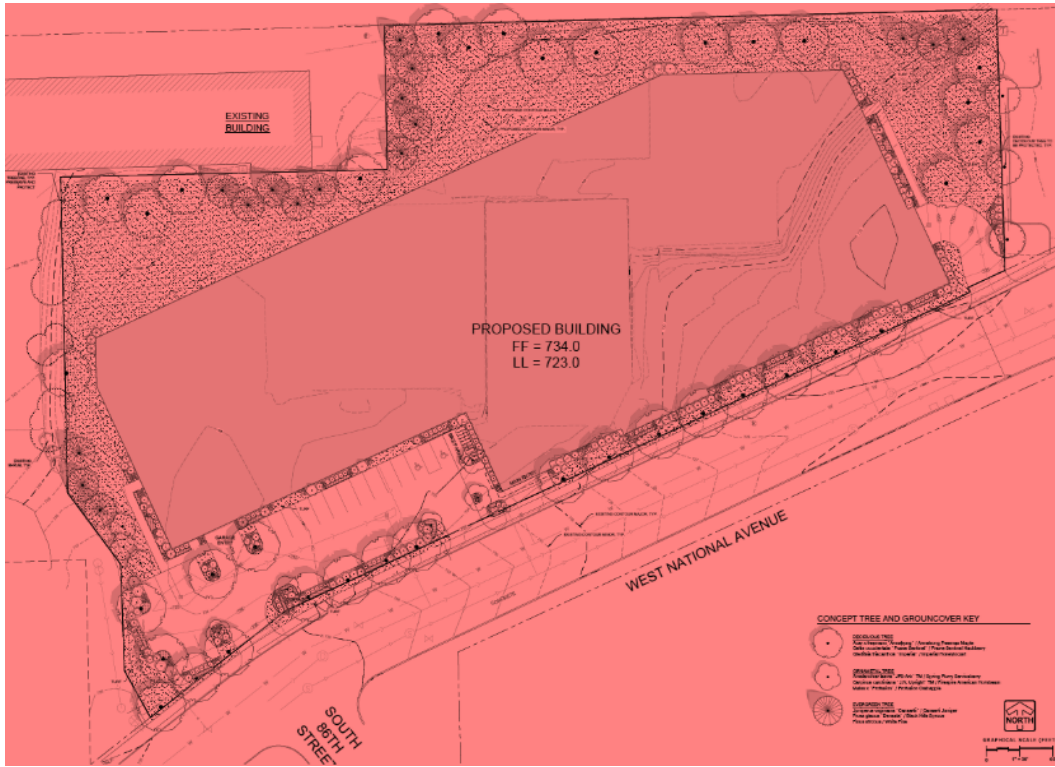


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B-1



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

683

EXHIBIT C

684

TIF MODEL

Cash Flow Projection										
Year	Projected Revenues			Expenditures			Balances			Year
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	PAYGO Develop. Incentive ¹	Admin. & Prof. Services	Total Expenditures	Annual	Cumulative	PAYGO Note Balance	
2023			0		45,000	45,000	(45,000)	(45,000)	0	2023
2024			0		25,000	25,000	(25,000)	(70,000)	28,782,156	2024
2025	0		0	0	25,000	25,000	(25,000)	(95,000)	28,782,156	2025
2026	1,000,052		1,000,052	880,052	25,000	905,052	95,000	0	27,902,105	2026
2027	1,010,052		1,010,052	985,052	25,000	1,010,052	0	0	26,917,052	2027
2028	1,020,153		1,020,153	995,153	25,000	1,020,153	0	0	25,921,900	2028
2029	1,030,354		1,030,354	1,005,354	25,000	1,030,354	0	0	24,916,545	2029
2030	1,040,658		1,040,658	1,015,658	25,000	1,040,658	0	0	23,900,888	2030
2031	1,051,064		1,051,064	1,026,064	25,000	1,051,064	0	0	22,874,823	2031
2032	1,061,575		1,061,575	1,036,575	25,000	1,061,575	0	0	21,838,248	2032
2033	1,072,191		1,072,191	1,047,191	25,000	1,072,191	0	0	20,791,058	2033
2034	1,082,913		1,082,913	1,057,913	25,000	1,082,913	0	0	19,733,145	2034
2035	1,093,742		1,093,742	1,068,742	25,000	1,093,742	0	0	18,664,403	2035
2036	1,104,679		1,104,679	1,079,679	25,000	1,104,679	0	0	17,584,724	2036
2037	1,115,726		1,115,726	1,090,726	25,000	1,115,726	0	0	16,493,998	2037
2038	1,126,883		1,126,883	1,101,883	25,000	1,126,883	0	0	15,392,115	2038
2039	1,138,152		1,138,152	1,113,152	25,000	1,138,152	0	0	14,278,963	2039
2040	1,149,534		1,149,534	1,124,534	25,000	1,149,534	0	0	13,154,429	2040
2041	1,161,029		1,161,029	1,136,029	25,000	1,161,029	0	0	12,018,400	2041
2042	1,172,639		1,172,639	1,147,639	25,000	1,172,639	0	0	10,870,761	2042
2043	1,184,366		1,184,366	1,159,366	25,000	1,184,366	0	0	9,711,396	2043
2044	1,196,209		1,196,209	1,171,209	25,000	1,196,209	0	0	8,540,186	2044
2045	1,208,171		1,208,171	1,183,171	25,000	1,208,171	0	0	7,357,015	2045
2046	1,220,253		1,220,253	1,195,253	25,000	1,220,253	0	0	6,161,762	2046
2047	1,232,456		1,232,456	1,207,456	25,000	1,232,456	0	0	4,954,307	2047
2048	1,244,780		1,244,780	1,219,780	25,000	1,244,780	0	0	3,734,526	2048
2049	1,257,228		1,257,228	1,232,228	25,000	1,257,228	0	0	2,502,298	2049
2050	1,269,800		1,269,800	1,244,800	25,000	1,269,800	0	0	1,257,498	2050
2051	1,282,498		1,282,498	1,257,498	25,000	1,282,498	0	0	0	2051
Total	29,527,156	0	29,527,156	28,782,156	745,000	29,527,156				Total

PAYGO NPV @ 6% 13,105,500

Projected TID Closure

Notes:

¹Developer has requested incentive payments to be made over time with a present value of \$13,105,500 using a 6% discount rate.

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EXHIBIT D

689

Development Budget

**West Allis
Source & Uses**

Source	Construction	Post Construction	Permanent
First Mortgage - Agency	-	38,142,000	38,142,000
Sponsor Equity	1,967,050	-	1,967,050
TIF	11,794,950	-	11,794,950
EPA Revolving Loan	500,000	-	500,000
Preferred Equity	7,300,000	-	7,300,000
Common Equity	7,510,915	-	7,510,915
Deferred Developer Fee	-	-	-
Construction Loan	38,142,000	(38,142,000)	-
Total	67,214,915	-	67,214,915

690

691

Source	Post			
	Construction	Construction		Permanent
First Mortgage - Agency	-	38,142,000	38,142,000	56.75%
Sponsor Equity	1,967,050	-	1,967,050	2.93%
TIF	11,794,950	-	11,794,950	17.55%
EPA Revolving Loan	500,000	-	500,000	0.74%
Preferred Equity	7,300,000	-	7,300,000	10.86%
Common Equity	7,510,915	-	7,510,915	11.17%
Deferred Developer Fee	-	-	-	0%
Construction Loan	38,142,000	(38,142,000)	-	
Total	67,214,915	-	67,214,915	

Uses	Post			
	Construction	Construction		Permanent
Acquisition Costs & Improvements				
Land	3,767,050	-	3,767,050	
Closing Costs	25,000	-	25,000	
Construction Costs				
Residential & Surface Parking	48,093,920	-	48,093,920	
GC Fees & Contingency				
Contingency (GC)	2,146,186	-	2,146,186	4.46%
Architectural & Engineering				
Design	1,293,000	-	1,293,000	2.69%
Survey	7,100	-	7,100	
Signage	100,000	-	100,000	
Design and Engineering Conting	-	-	-	
Geotech	12,276	-	12,276	
Soil Contingency	500,000	-	500,000	
Construction Interest & Fees				
Interest - Construction Loan	3,007,029	-	3,007,029	
Interest - EPA Revolving Loan	22,500	-	22,500	
Predevelopment Interest	140,000	-	140,000	
Loan Origination USC Loan	37,000	-	37,000	
Interest - TIF	1,012,701	-	1,012,701	
Debt Arrangement Fee - LISC	47,000	-	47,000	
Loan Origination - Construction Loan	114,426	-	114,426	0.30%
Loan Origination - TIF Loan	58,975	-	58,975	0.50%
Lender Legal	100,000	-	100,000	
Builder's Risk Insurance	450,000	-	450,000	0.90%
Title and Recordings	53,105	-	53,105	215/unit
Lender 3rd Party Reports	25,000	-	25,000	
Letter of Credit Fee	140,000	-	140,000	
Debt Arrangement Fee - LISC	27,750	-	27,750	
Plan and Cost Review	27,000	-	27,000	1500/draw
Loan Arrangement Fee	371,391	-	371,391	
Permanent Financing				
TIF Legal	15,000	-	15,000	
TIF Admin/Application Fee	5,550	-	5,550	0.00%
Soft Costs				
Appraisal	8,700	-	8,700	
Market Study	22,132	-	22,132	
General Liability Insurance	1,631	-	1,631	
Marketing - Leasing Commissions	-	-	-	250
Accounting (Cost Seg)	21,200	-	21,200	
GP Outside Counsel	140,000	-	140,000	
Environmental Phase 1 & 2	38,869	-	38,869	
FF&E	321,100	-	321,100	1300/unit
Other Consulting Fees	21,689	-	21,689	
Soft Cost Contingency	-	-	-	
Utility Relo	5,000	-	5,000	
City Fees (Entitlements)	20,000	-	20,000	
Predevelopment Costs	134,709	-	134,709	0
TIA	7,500	-	7,500	
Developer Fee				
Developer Fee	3,821,414	-	3,821,414	6.00%
Reserves				
Owner WC Account**	291,989	-	291,989	1,182
Taxes and Insurance Escrow	760,024	-	760,024	
Total	67,214,915	-	67,214,915	
		TDC/Unit	272,125	

Total Development Costs	67,214,915	Notes
Interest - Construction Loan	3,007,029	Fully excluded
Interest - EPA Revolving Loan	11,250	Excluded during construction
Interest - TIF	1,012,701	Fully excluded
Owner WC Account**	230,239	Excluded portion projected to be funded post construction
Marketing / Opex Reserve	666,795	Excluded portion projected to be funded post construction
Cost Segregation	21,200	Accounting Services engaged post construction
Developer Fee	955,353	25% to be funded at stabilization (90% occupancy)
Total	5,904,567	

Adjusted Total Development (Cost Savings Budget)	61,310,348
---	-------------------

693

EXHIBIT E

694

Project Schedule

YEAR 1												
Month - Year	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24
Month #	1	2	3	4	5	6	7	8	9	10	11	12
Event	Construction Start											
Construction												
Lease Up												
Leases Signed	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy	-	-	-	-	-	-	-	-	-	-	-	-

YEAR 2												
Month - Year	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25
Month #	13	14	15	16	17	18	19	20	21	22	23	24
Event					Pre-Leasing Commences		Construction Completion					
Construction												
Lease Up												
Leases Signed	-	-	-	-	-	-	49	20	20	20	17	15
Cumulative	-	-	-	-	-	-	49	69	89	109	126	141
Occupancy	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	28.1%	36.2%	44.3%	51.2%	57.2%

Year 3												
	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26
	25	26	27	28	29	30	31	32	33	34	35	36
Event	Stabilized Occupancy											
Construction												
Lease Up												
Leases Signed	12	12	7	10	12	15	12	12	2	-	-	-
Cumulative	153	165	172	182	194	209	221	233	235	235	235	235
Occupancy	62.1%	67.0%	69.8%	73.8%	78.7%	84.8%	89.6%	94.5%	95.3%	95.3%	95.3%	95.3%

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Exhibit F – Completion Guaranty

**CERTIFICATE
OF COMPLETION**

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

Tax Key Parcel: 478-998-003)

Property Address	8530-56 W. National Avenue (Tax Key Parcel: 478-998-003),
Developer:	3LP West Allis LLC, a Wisconsin limited liability company
Development Agreement	Date Signed _____
Legal Description:	See attached Attachment "A"

THIS IS TO CERTIFY that the undersigned, on behalf of the City of West Allis, a municipal corporation, (the "City"), 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 _____, 2023.

Construction was deemed by City to be timely completed.

THIS CERTIFICATE, when signed and bearing the seal of City 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 (a) the obligation of Developer to complete the Project (as defined in the Development Agreement), and (b) the required date for completion of the Project.

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 Article V of the Development Agreement shall continue in effect until otherwise satisfied pursuant to the Development Agreement.

[Signature page follows]

1 Dated at West Allis, Wisconsin, this _____ day of _____, 2023.

By: _____
Name: _____
Title: _____

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3 STATE OF WISCONSIN)

4) ss.

5 MILWAUKEE COUNTY)

6 Personally came before me this _____ day of _____, 202____,
7 _____, _____ of the City of West Allis, to me known to be the
8 persons who executed the foregoing instrument, and to me known to be such _____,
9 and acknowledged that they executed the foregoing instrument as such officers as the deed of said City y
10 its authority.

(SEAL)

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

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Attachment A to the Completion Guaranty

The Property

Legal Description

COM 25.93 FT S OF NE COR SW 4 6 21 TH W 727.22 FT S 86.22 FT WLY 195.88 FT S 189.22 FT
SELY 53 FT S 64.08 FT SELY 35.41 FT NELY 5.03 FT S TO C/L W NATL AVE NELY ON C/L W NATL
AVE TO E LI SD 1/4 TH N TO BEG EX C PT FOR AVE & EXC CSM NO 5161

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Exhibit G – MRO

Municipal Revenue Obligation

CITY OF WEST ALLIS

MUNICIPAL REVENUE OBLIGATION SERIES _____

\$ _____

THIS MUNICIPAL REVENUE OBLIGATION (the “Obligation”) is issued pursuant to Wis. Stat. § 66.0621 this ____ day of _____, 2023, by the City of West Allis, Milwaukee County, Wisconsin (the “City”) to **3LP WEST ALLIS LLC**, a Wisconsin limited liability company, its successors and assigns (“Developer”).

WITNESSETH:

A. The City and Developer have entered into an Agreement dated September _____, 2023 (the “Development Agreement”).

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

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

1. Promise to Pay. The City shall pay to Developer the principal amount of _____ 00/100 DOLLARS (\$ _____), together with interest thereon at a rate of Six Percent (6.0%) per annum, solely from Actual Tax Increment, in Scheduled Payments in accordance with Schedule 1 attached hereto and made a part hereof. Interest shall accrue beginning on the date on which this Obligation is issued. To the extent that on any Payment Date the City is unable to make a payment from Actual Tax Increment at least equal to the Scheduled Payment due on such date as a result of having received, as of such date, insufficient Actual Tax Increment, or as the result of the Common Council not having appropriated sufficient Actual Tax Increment, such failure shall not constitute a default under this Obligation and, except as hereinafter provided, the City shall have no obligation under this Obligation, or otherwise, to subsequently pay any such deficiency unless the deficiency is the direct result of the failure of Milwaukee County to timely remit the proper amount of Tax Increment, in which case, such deficiency shall be paid promptly upon remittance by Milwaukee County. Any payments on the Municipal Revenue Obligation, which are due on any Payment Date, shall be payable solely from and only to the extent that, as of such Payment Date, the City has received an Actual Tax Increment. If, on any Payment Date there is insufficient Actual Tax Increment to make the scheduled payment due on such date, or if the Common Council shall not otherwise appropriate sufficient Actual Tax Increment to make the scheduled payment due on such date in full, the amount of such deficiency in the scheduled payment shall be deferred and shall be paid with interest at a rate equal to Six Percent (6.0%) per annum, on the next Payment Date on which the City has Actual Tax Increment in excess of the amount necessary to make the scheduled payment due on such Payment Date, and if such deficiency resulting from the Common Council not appropriating sufficient Actual Tax Increment has not been paid in full by the final Payment Date as set forth on Schedule 1, then the term of this Obligation shall be extended to include one (1) additional successive payment date on which any Actual Tax Increment will be applied to the payment of such accrued and unpaid deficiencies in the scheduled payments to be made hereunder. In no case, however, shall the term of this Obligation and the City’s obligation to make payments hereunder, extend beyond the termination date of the District, (as defined in the Tax Increment Law). Nor shall the City be obligated to pay any amount not appropriated for such a purpose by the Common Council. This Obligation shall terminate and the City’s obligation to make any payments under this Obligation shall be discharged, and the City shall have no obligation and incur no liability to make any payments hereunder, after the termination date of the District.

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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Dated this _____ day of _____, 2023_____.

CITY OF WEST ALLIS, WISCONSIN

By: _____
Dan Devine, Mayor

By: _____

Rebecca Grill, City Administrator /City Clerk

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Attachment A – Schedule of Payments

Year	Projected Revenues			Expenditures		
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	PAYGO Develop. Incentive ¹	Admin. & Prof. Services	Total Expenditures
2023			0		45,000	45,000
2024			0		25,000	25,000
2025	0		0	0	25,000	25,000
2026	1,000,052		1,000,052	880,052	25,000	905,052
2027	1,010,052		1,010,052	985,052	25,000	1,010,052
2028	1,020,153		1,020,153	995,153	25,000	1,020,153
2029	1,030,354		1,030,354	1,005,354	25,000	1,030,354
2030	1,040,658		1,040,658	1,015,658	25,000	1,040,658
2031	1,051,064		1,051,064	1,026,064	25,000	1,051,064
2032	1,061,575		1,061,575	1,036,575	25,000	1,061,575
2033	1,072,191		1,072,191	1,047,191	25,000	1,072,191
2034	1,082,913		1,082,913	1,057,913	25,000	1,082,913
2035	1,093,742		1,093,742	1,068,742	25,000	1,093,742
2036	1,104,679		1,104,679	1,079,679	25,000	1,104,679
2037	1,115,726		1,115,726	1,090,726	25,000	1,115,726
2038	1,126,883		1,126,883	1,101,883	25,000	1,126,883
2039	1,138,152		1,138,152	1,113,152	25,000	1,138,152
2040	1,149,534		1,149,534	1,124,534	25,000	1,149,534
2041	1,161,029		1,161,029	1,136,029	25,000	1,161,029
2042	1,172,639		1,172,639	1,147,639	25,000	1,172,639
2043	1,184,366		1,184,366	1,159,366	25,000	1,184,366
2044	1,196,209		1,196,209	1,171,209	25,000	1,196,209
2045	1,208,171		1,208,171	1,183,171	25,000	1,208,171
2046	1,220,253		1,220,253	1,195,253	25,000	1,220,253
2047	1,232,456		1,232,456	1,207,456	25,000	1,232,456
2048	1,244,780		1,244,780	1,219,780	25,000	1,244,780
2049	1,257,228		1,257,228	1,232,228	25,000	1,257,228
2050	1,269,800		1,269,800	1,244,800	25,000	1,269,800
2051	1,282,498		1,282,498	1,257,498	25,000	1,282,498
Total	29,527,156	0	29,527,156	28,782,156	745,000	29,527,156
			PAYGO NPV @ 6%	13,105,500		

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EXHIBIT H

Increment Guaranty

Note: Increment Guaranties entered into by the City and a guarantor may vary from the attached form. City, Developer and the guarantor may negotiate an agreement that includes a special assessment lien mechanism to secure amounts due under the guaranty and/or that may be structured as a debt service guaranty rather than a valuation guaranty. Further, the guarantor’s rights to excess Tax Increments may be subordinated to Developer’s rights to surplus Tax Increments under Paragraph A of Article III of this Agreement.

Increment Guaranty

VALUE INCREMENT GUARANTY

THIS GUARANTY (“Guaranty”) is being provided by **3LP WEST ALLIS, LLC** _____ (“Guarantor”) as of the ____ day of _____, 2023 to and for the benefit of the City of West Allis.

RECITALS

A. An affiliate of Guarantor (“Affiliate”) intends to develop the property described on Attachment A attached hereto (the “Property”) located in Tax Incremental District No. 19 in the City (“District”).

B. Guarantor hereby acknowledges that Affiliate’s ability to develop the Property within the District is significantly benefitted by the terms and conditions of that certain Tax Incremental District Development Agreement (“Development Agreement”) dated as of September _____, 2023 by and among the City and **3LP West Allis (“Developer”)**.

C. Guarantor acknowledges that this Guaranty was a material inducement for the City’s performance of certain obligations under the Development Agreement which facilitate development within the District benefiting the Guarantor and Affiliate and that the City would not have undertaken the performance of certain obligations without the commitment of the Guarantor to execute and deliver this Guaranty to the City and the protection provided to the City by the Guarantor against a Shortfall Event, as hereinafter defined.

D. Capitalized terms not defined in this Guaranty shall have the meaning attributable to such terms as set forth in the Development Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor provides this Guaranty and agrees as follows:

1. Recitals. The recitals are true and correct and are incorporated herein by this reference.

2. Value Increment Guaranty.

(a) The parties anticipate that, on and after January 1, 2024 (the “**Initial Valuation Date**”), and for every tax year thereafter during the term of the District, the Property will have an assessed value of not less than the amounts set forth on Attachment B attached hereto under the column with the heading of “Minimum Base Value” for the applicable tax year (the “**Minimum Base Value**”). In the event that the Property for any calendar year on and after the Initial Valuation Date and prior to January 1 of the year in which the assessed value equals or exceeds \$48,165,000 (“**Full Performance Date**”) has an assessed value less than the Minimum Base Value for that tax year as shown on Attachment B (a “**Shortfall Event**”), then, as the City’s sole remedy against Affiliate and the Guarantor for such Shortfall Event, the Guarantor shall pay the City the Tax Increment Shortfall. For purposes of this Guaranty, “**Tax Increment Shortfall**” shall mean an amount equal to the difference between:

247 a. The real property taxes that would have been payable had the Property
248 had an assessed value equal to the Minimum Base Value, using the applicable Minimum
249 Base Value and tax rates for the year for which such calculation is to be performed, and

250 b. The actual real property taxes attributable to the Property and payable for
251 such a tax year.

252 (b) If a Tax Increment Shortfall is owed to the City for a given tax year as described
253 above, then Guarantor shall pay to the City (in addition to the real estate taxes for that tax year) an
254 amount equal to the Tax Increment Shortfall for that tax year, within 30 days of demand but not sooner
255 than the dates upon which real estate taxes for such tax year come due. The Guarantor will continue to
256 guarantee the appropriate annual Tax Increment Shortfall payments to the City until the year for which the
257 assessed value of the Property is equal to or greater than the Minimum Base Value. If and when the
258 assessed value of the Property, as of any subsequent January 1 during the life of the District, is equal to
259 or greater than \$48,165,000, no Tax Increment Shortfall calculations and payments shall be incurred for
260 such year or any year thereafter, and Guarantor shall have no further liability or obligations under this
261 Guaranty.

262 **3. Consent to City Actions; No Discharge.** Guarantor agrees that the City does not have
263 to take any steps whatsoever to proceed against Developer, Affiliate or any other guarantor or surety
264 either before or after proceeding against Guarantor for the Tax Increment Shortfall. Guarantor also
265 agrees that the City may do or refrain from doing any of the following without notice to, or the consent of,
266 Guarantor, without reducing or discharging Guarantor's liability under this Guaranty:

267 (a) renew, amend, modify, extend or release any existing or future obligations of
268 Developer (including changing the amount, time or manner of payment of any obligations) regardless of
269 when such modifications are made;

270 (b) amend, modify, supplement, or waive compliance with, any of the provisions of
271 documents evidencing or related to any of the obligations of Developer.

272 (c) settle, modify, release, compromise or subordinate any obligation, any guaranty
273 of Developer's obligations, any collateral securing Developer's obligations or any guaranty of Developer's
274 obligations, or the liability of any other party responsible for payment of any obligation.

275 (d) accept partial payments, and

276 (e) apply any payments and all other amounts received from the Developer, from
277 liquidation of any collateral or from any other guarantor to Developer's obligations (or any other amounts
278 due to the City) in any manner that the City elects. Guarantor's liability will not be reduced or discharged
279 by the City's failure or delay in perfecting (or to continue perfection of) any security interest, mortgage or
280 other lien on any collateral securing Developer's obligations, or to protect the value or condition of any
281 such collateral.

282 **THE CITY MAY COLLECT FROM GUARANTOR WITHOUT FIRST TRYING TO COLLECT FROM**
283 **DEVELOPER OR ANY OTHER GUARANTOR.**

284 **4. Waivers.** Guarantor expressly waives all rights of setoff and counterclaims, as well as
285 diligence in collection or prosecution, presentment, demand of payment or performance, protest, notice of
286 dishonor, nonpayment or nonperformance of any Obligation. Guarantor also expressly waives notice of
287 acceptance of this Guaranty, and the right to receive all other notices and demands of any kind relating to
288 the Obligations or this Guaranty. Guarantor agrees that no claim, including a claim for reimbursement,
289 subrogation, contribution or indemnification which any of the undersigned may, as a guarantor of the
290 Obligations, have against a co-guarantor of any of the Obligations or against Developer shall be enforced
291 nor any payment accepted until the Obligations are paid in full and no payments to or collections by the
292 City are subject to any right of recovery.

293 **5. Guarantor’s Financial Condition.** Guarantor warrants and represents to the City that
294 Guarantor is sufficiently knowledgeable and experienced in financial and business matters to evaluate
295 and understand the risks assumed in connection with the execution of this Guaranty.

296 **6. Recoupment of Guaranty Payments.** Throughout the term of the District and
297 notwithstanding Developer’s failure to perform any of its obligations under the Development Agreement, if
298 Affiliate and/or Guarantor has paid the City for any Tax Increment Shortfall for a prior tax year or years
299 and a Tax Increment Surplus (as defined herein) is achieved by the District for any subsequent tax year
300 or years falling within the term of the District, the City shall pay to Affiliate and/or Guarantor the Tax
301 Increment Surplus until Affiliate/Guarantor has recouped the total amount of all Tax Increment Shortfall
302 payments previously paid by Affiliate and/or Guarantor to the City. As used herein, the “**Tax Increment**
303 **Surplus**” shall mean the positive difference, if any, between the real property taxes actually paid for the
304 Property and the amount of real property taxes that would have been payable had the Property had an
305 assessed value equal to the Minimum Base Value, using applicable Minimum Base Value and tax rates
306 for the tax year for which such calculation is to be performed. If a Tax Increment Surplus is achieved for a
307 given tax year as described above, then the City shall pay to Affiliate and/or Guarantor an amount equal
308 to the Tax Increment Surplus for that tax year, up to the total amount of all Tax Increment Shortfall
309 payments previously made by Affiliate and/or Guarantor and not previously recouped under this Section
310 6, on or before October 1 of such tax year.

311 **7. Duration of Guaranty.** This is an irrevocable and absolute Guaranty and shall not be
312 revoked by dissolution, merger, bankruptcy or insolvency of Guarantor. This Guaranty shall be
313 automatically released and terminated upon the Full Performance Date without further action by the City
314 or the Developer.

315 **8. Successors.** If Guarantor shall become the subject of any bankruptcy or insolvency
316 proceedings or fail to comply with the terms of this Guaranty or any related document, Guarantor’s liability
317 hereunder to pay the Tax Increment Shortfall shall become immediately due and payable to the extent
318 then due and payable by Affiliate. This Guaranty shall inure to the benefit of the City and shall be binding
319 on successors and assigns of Guarantor.

320 **9. Severability; Prior Agreements; Amendment.** Invalidation of any provision of this
321 Guaranty shall not affect the validity of any other provision. This Guaranty and the documents evidencing
322 the Obligations contain the entire agreement of the parties regarding this matter; and any prior
323 representations, promises or agreements (whether oral or written) which are not a part of this Guaranty,
324 or the documents described above are not enforceable. The terms of this Guaranty may not be altered,
325 amended or waived except by another written agreement signed by the Guarantor and the City.

326 **10. Governing Law.** This Guaranty will be governed by the laws of the State of Wisconsin
327 without regard to its conflicts of law provisions. This Agreement has been accepted by the City in the
328 State of Wisconsin.

329 **11. Jurisdiction.** Guarantor hereby consents to the jurisdiction of any state or federal court
330 situated in the county or federal jurisdiction where the City is located, and waives any objection based on
331 an inconvenient forum, with regard to any actions, claims, disputes or proceedings relating to this
332 Guaranty, any related document, any transactions arising therefrom, or enforcement and/or interpretation
333 of any of the foregoing. Nothing in this Guaranty shall affect the City’s right to serve process in any
334 manner permitted by law or limit the City’s right to bring proceedings against Guarantor in the competent
335 courts of any other jurisdiction or jurisdictions.

336 **12. Waiver of Jury Trial.** **GUARANTOR WAIVES ANY AND ALL RIGHT TO TRIAL BY**
337 **JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, ALL DOCUMENTS**
338 **RELATING TO THIS GUARANTY, THE OBLIGATIONS UNDER THIS GUARANTY OR ANY**
339 **TRANSACTION ARISING FROM OR CONNECTED TO THIS GUARANTY. GUARANTOR**
340 **REPRESENTS THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.**

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[GUARANTOR]

STATE OF WISCONSIN)
) ss.
 _____ COUNTY)

By: _____
Title: _____

Personally came before me this _____ day of _____, 2023 the above named _____, to me known to be the _____ of **[GUARANTOR]**, and the person who executed and acknowledged the foregoing document, as the deed of said corporation, by its authority and acknowledged the same.

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

Attachment A to Exhibit H Increment Guaranty

Legal Description

373 COM 25.93 FT S OF NE COR SW 4 6 21 TH W 727.22 FT S 86.22 FT WLY 195.88 FT S 189.22 FT
374 SELY 53 FT S 64.08 FT SELY 35.41 FT NELY 5.03 FT S TO C/L W NATL AVE NELY ON C/L W NATL
375 AVE TO E LI SD 1/4 TH N TO BEG EX C PT FOR AVE & EXC CSM NO 5161

376 Attachment B to the EXHIBIT H Increment Guaranty

Assessment Year	Annual Base Value	Minimum Base Value
January 1, 2024_	\$1,000,200	\$1,000,200
January 1, 2025	\$1,000,200	\$2,000,400
January 1, 2026	\$1,000,200	\$20,000,000
January 1, 2027	\$1,000,200	\$48,165,000

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COMMUNITY DEVELOPMENT AUTHORITY
CITY OF WEST ALLIS
RESOLUTION NO. 1463
DATE ADOPTED August 15, 2023

Resolution to approve a Purchase and Sale and Development Agreement between the City of West Allis, Community Development Authority of West Allis and BR West Allis, LLC. for the property located at 6771 W. National Ave. and the property located at 67** W. Mitchell St.

WHEREAS, BR West Allis LLC (the "Developer") has submitted an offer to purchase to acquire 1.675 acres of the Community Development Authority of West Allis (the "Authority") owned property known as the former Kearney Trecker property located at 6771 W. National Avenue in the City of West Allis, referred to as (the "Property") for the historic rehabilitation of the approximate 42,000 SF former manufacturing building, into an office/event space with an estimated development budget of \$16 million; and,

WHEREAS, the Authority will build an off-street parking lot with the use of EPA, TIF and potentially MMSD funds and then lease parking lot to the Developer on the 1.47-acre property located at 67** W. Mitchell St. (Tax Key No. 453-0564-004) to support the proposed \$16 million development on the adjacent property;

WHEREAS, at the Authority wishes to encourage economic development, eliminate blight, expand the City's tax base and foster job creation for the City of West Allis (the "City") through the development of the Property; and,

WHEREAS, the Developer plans on a historic rehabilitation/adaptive reuse of the Property for use as an event space/office headquarters which will also include community events referred to as (the "Project"); and,

WHEREAS, the development of the Project would not occur without the benefits provided to Developer as set forth in this Purchase and Sale and Development Agreement.

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

1. A Purchase and Sale and Development Agreement between the City of West Allis, the Community Development Authority of the City of West Allis and BR West Allis, LLC and/or its assigns, for development of for the property located at 6771 W. National Ave.
2. That the Executive Director of the Authority, with the approval of the City's Director of Finance, or their designees, are hereby authorized and directed to take any and all other actions on behalf of the Authority which he deems necessary or desirable in connection with the aforementioned Development Agreement, including, without limitation, negotiating, executing, delivering and performing obligations under any and all documents in connection therewith including, without limitation, the sale of land, loan commitments, 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.
3. That the Executive Director, with the approval of the Finance Director, or their designees, are hereby authorized and directed to take any and all other actions deemed necessary or desirable by him to effectuate the intent of the project.

4. Authorizes the Executive Director and Finance Director to make such non-substantive changes, modifications, additions, and deletions to and from the various provisions reasonably necessary to complete the transactions contemplated therein.

5. That the City Attorney be and is hereby authorized to make such non-substantive changes, modifications, additions and deletions to and from the various provisions of the contract, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein

BE IT FURTHER RESOLVED, that Authority hereby authorizes the Executive Director to execute and deliver the aforesaid Purchase and Sale and Development Agreement on behalf of the Community Development Authority of the City of West Allis subject to the approval of the City of West Allis of the Development Agreement.

Approved: _____
Parick Schloss, Executive Director
Community Development Authority