

From: Ashenfelter, Barry J - DNR
Sent: Tuesday, March 02, 2021 8:36 AM
To: Egan, Alice M - DNR
Subject: RE: BRRTS Activity 02-41-562047

You're welcome Alice. I hope you have a great day!

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Barry Ashenfelter

Program & Policy Analyst – Remediation and Redevelopment
Wisconsin Department of Natural Resources
Phone: (920) 470-1905
barry.ashenfelter@wisconsin.gov



dnr.wi.gov



From: Egan, Alice M - DNR <Alice.Egan@wisconsin.gov>
Sent: Tuesday, March 02, 2021 8:15 AM
To: Ashenfelter, Barry J - DNR <Barry.Ashenfelter@wisconsin.gov>
Subject: RE: BRRTS Activity 02-41-562047

Thanks Barry. Appreciate it.

From: Ashenfelter, Barry J - DNR <Barry.Ashenfelter@wisconsin.gov>
Sent: Tuesday, March 02, 2021 7:00 AM
To: Egan, Alice M - DNR <Alice.Egan@wisconsin.gov>
Subject: RE: BRRTS Activity 02-41-562047

Hi Alice –

Yes, both the IGA and the follow-up MOU are evidence that the city of Wauwatosa acquired the LGU exemption when they took title to the property (two parcels) from the county that is described in the image below :

WITNESSETH:

WHEREAS, the County has foreclosable tax liens pursuant to Section 191.01(1) against real property located at 2578 Wauwatosa Avenue in the City of Wauwatosa, Wisconsin, with tax identification numbers 331-0792-00 and 331-0793-00 (“P

The county obtained the exemption when it acquired the property through tax foreclosure proceedings, and the City acquired the exemption by obtaining title from the exempt county. In addition, there is good language in the IGA about blight elimination being a purpose of the acquisition. That also confers the LGU exemption to the City.

You can add action code 611 to the BRRS file and upload the documents and this email.

Thanks, and best wishes!

Barry

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Barry Ashenfelter

Program & Policy Analyst – Remediation and Redevelopment

Wisconsin Department of Natural Resources

Phone: (920) 470-1905

barry.ashenfelter@wisconsin.gov



dnr.wi.gov



From: Egan, Alice M - DNR <Alice.Egan@wisconsin.gov>

Sent: Monday, March 01, 2021 4:30 PM

To: Ashenfelter, Barry J - DNR <Barry.Ashenfelter@wisconsin.gov>

Subject: FW: BRRS Activity 02-41-562047

Hi Barry,

Are these documents sufficient to grant an LGU exemption to the City of Wauwatosa for the property at 2578 Wauwatosa Avenue, Wauwatosa? They acquired the property through foreclosure.

From: Gregory Waggle <GWaggle@gesonline.com>
Sent: Wednesday, February 17, 2021 10:20 AM
To: Egan, Alice M - DNR <Alice.Egan@wisconsin.gov>
Subject: RE: BRRTS Activity 02-41-562047

Hi Alice-

My contact at the City is not able to locate (via remotely) a liability exemption letter from DNR prior to obtaining this property. But she is going to look when she can visit her office, as you know with the pandemic, office time/staff are very limited. The City did have multiple communications with DNR and EPA regarding liability protection prior to obtaining the property and felt that they were protected prior to taking ownership.

The City did obtain the property through foreclosure. Which I believe you already know that, but I have attached those documents for your use.

I would like to discuss this over the phone with you. Just let me know when it is a good day/time and I will call you.

Thanks.

Gregory L. Waggle, PG
Senior Project Manager

Office: 866-455-2419 ext. 3113
Mobile: 619-820-0826

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From: Gregory Waggle
Sent: Friday, February 12, 2021 2:08 PM
To: 'alice.egan@wisconsin.gov' <alice.egan@wisconsin.gov>
Subject: BRRTS Activity 02-41-562047

Good Afternoon Alice-

I am contacting you on behalf of the City of Wauwatosa. When you have the time, I would like to discuss this activity with you. The site boundaries of this activity consists of two parcels as follows:

North Parcel

Address: 2578 Wauwatosa Ave.
Owner: City of Wauwatosa Community Development Authority
Tax Key: 3310792000

South Parcel

Address: 2140 Wauwatosa Ave.
Owner: Ronald L Collison
Tax Key: 3310793000

When the activity was set up several years ago, Collison owned both parcels. Since then the WCDA took ownership of the north parcel. If it is possible, the City desires to establish a separate BRRTS activity number from the Collison property. When you have the free time, please contact me via email or calling my cell (number below) to discuss this request.

Appreciate your help.

Gregory L. Waggle, PG
Senior Project Manager

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Mobile: 619-820-0826

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From: Gregory Waggle <GWaggle@gesonline.com>
Sent: Wednesday, February 17, 2021 10:20 AM
To: Egan, Alice M - DNR
Subject: RE: BRRTS Activity 02-41-562047
Attachments: IntergovernmentalCooperationAgreementCollison.pdf; MOU Tosa IGA extension.pdf

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**INTERGOVERNMENTAL COOPERATION AGREEMENT
REAL ESTATE ACQUISITION**

This Agreement made and entered into this 24 day of Aug. 2012, by and between COUNTY OF MILWAUKEE, Wisconsin ("County") and the COMMUNITY DEVELOPMENT AUTHORITY of the City of Wauwatosa ("Authority"), both municipal corporations:

WITNESSETH:

WHEREAS, the County has foreclosable tax liens pursuant to Section 75.521 of the Wis. Stats. against real property located at 2578 Wauwatosa Avenue in the City of Wauwatosa, Milwaukee County, Wisconsin, with tax identification numbers 331-0792-00 and 331-0793-00 ("Property"); and,

WHEREAS, the owner of record of the Property is Ronald L Collison, and,

WHEREAS, the Property is vacant, blighted and possibly environmentally impaired and the parties desire to cooperate for the purpose of eliminating its status as a blighted, environmentally impaired Property; and,

WHEREAS, Section 66.1333 (13) of the Wis. Stats. authorizes the parties to enter into cooperative agreements and related contacts to eliminate blighted properties through redevelopment and other activities through the utilization of all available public and private agencies and resources.

NOW THEREFORE, in consideration for the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt which is acknowledged, and the mutual obligations of the parties in the premises, the County agrees to convey the Property to the Authority and the Authority agrees to accept conveyance of the Property from the County upon the following terms and conditions:

1. The County, subject to the environmental contingency described below, has begun the process to foreclose its tax liens against the Property pursuant to Section 75.521 of the Wis. Stats. and obtain title to the Property in fee simple absolute ("Tax lien foreclosure").
2. Conveyance of the Property to the Authority shall be closed at the office of the Corporation Counsel of the County, as soon as practicable on the day of the judgment of foreclosure, or at such other time and place as may be agreed in writing by the parties.
3. Conveyance of the Property shall be by warranty deed, free and clear of all liens and encumbrance, except as authorized under Section 75.521 (8) or (13)(b) of the Wis. Stats. and except for two delinquent warrants filed by the Wisconsin Department of Revenue and docketed in the office of the Clerk of the Circuit Court of Milwaukee County (No. 217057 on July 27, 1981 in the sum of \$ 1,152.76 and No. 232412 on April 8, 1983 in the sum of \$ 440.75)

4. Legal possession and occupancy of the Property shall be delivered to the Authority on the date of closing. (Defined term)
5. Time is of the essence with respect to the provisions of this Agreement.
6. It is agreed that all unpaid taxes and charges incurred by the County for the years 1992-1997, 2002-2011 (331-0792-00) and 1993, 1997, 2002-2011 (331-0793-00) are considered uncollectible ("Bad Debt"), and the Authority accepts financial responsibility for the taxes for the year of closing.
7. Environmental Contingency: The parties recognize that due to the past occupancy of the Property, there may exist conditions with respect to soils and groundwater on-site, including, but not limited to the presence of environmentally regulated pollutants, contaminants and hazardous or toxic materials that require investigation and, in some cases, remedial action and may result in claims, demands and liabilities to the owner of the Property by third parties, including, without limitation, governmental entities. Therefore, the parties have agreed that this Agreement is based upon the assumption that the Authority will take complete responsibility for any environmental remediation, subject to the following conditions:
 - a. Prior to the commencement of the tax lien foreclosure proceedings by the County, the Authority, its agents, employees and designees are hereby authorized by the County pursuant to Section 75.377 of the Wis. Stats. to enter upon the Property to conduct such environmental inspections, investigations and audits of the Property to determine the nature and extent of the environmental pollution as defined in Section 299.04 (4) of the Wis. Stats., to include removal of any underground storage tanks, if any. Such activities will be completed within one hundred twenty (120) days of the date of this Agreement and shall be conducted pursuant to and comply with all applicable statutes, rules and regulations.
 - b. If the City elects not to close or causes the agreement to be terminated due to the findings in paragraph a, above, the City agrees that it will provide such findings to the present owner of the property and the City of Wauwatosa Assessor, which is likely to have the effect of reducing the assessed value of the Property to \$100.00. Within thirty (30) days of the completion of the activities set forth in the Subsection a., above, the Authority shall have the right, in its sole and absolute discretion, elect to either close this transaction or cause this Agreement to be terminated by providing written notice to the County as to the Authority's intention. Failure to provide written notice to the County within the specified time herein shall also act to terminate this Agreement. If terminated as provided herein, this Agreement shall be null and void and neither party shall have any further obligations thereunder.
 - c. If the transaction contemplated herein closes, from and after the closing, the Authority waives, releases, acquits and forever discharges the County, its officers, employees and agents of and from and causes of action, legal or administrative proceedings, claims,

demands, actual damages, punitive damages, losses, costs, liabilities, interest attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, which the Authority ever had, now has, hereinafter can, shall or may have or acquire or possess or arising out for in any way connected with, or based upon the environmental condition of the Property.

- d. Should the County be unable to obtain title to the Property or otherwise carry out this Agreement by reason of a valid legal defect in title which the Authority is unwilling to waive, this Agreement shall be void.
8. The parties agree to act in good faith and with diligence to conclude the transaction contemplated herein and to that end shall, without cost of expense to the other party, prepare, execute and deliver to or cause to be prepared, executed and delivered to the other party, such other and further instruments of transfer and conveyance as may be reasonably requested, and take such other action as the party may reasonably require to carry out more effectively their respective obligations under this Agreement.
9. It is agreed that the Authority will pursue the sale and use of the Property for development by a taxable private party at a sale price determined by the Authority based upon a fair market value appraisal of the property. In determining fair market value, the appraiser shall give consideration to the highest and best use of the Property.
10. Each party will be entitled to reimbursement from the net proceeds of the sale of the Property on the following basis:
 - a. Authority's Reimbursable Costs: Costs incurred for environmental investigation and clean-up of the Property, minus any reimbursement received under the brownfield/contaminated property remediation funding and grant money received therefore; Costs incurred for appraisal of the Property and other such costs associated with ownership of the property as shall be reasonably acceptable to the County.
 - b. County's Reimbursable Costs: All unpaid delinquent property taxes and charges against the Property for years prior to and including 2011.

If the net proceeds of the sale of the Property are less than the total of those costs, the proceeds will be divided between the parties by first reimbursing the Authority for its costs, and providing the balance of said proceeds to the County to be applied against its costs, based upon the definitions of Reimbursable Costs of each party as described in the previous paragraph. If the proceeds of the sale are greater than the total of those Reimbursable Costs, the difference between the sale of the proceeds and the total of Reimbursable Costs will be divided equally between the parties.

11. This Agreement contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement, in whole or in part, unless such agreement hereafter made is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

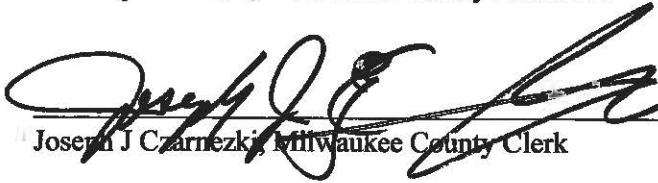
County of Milwaukee

BY:



Christopher Abele, Milwaukee County Executive

ATTEST:



Joseph J. Czarnetzki, Milwaukee County Clerk


Approved as to form of this 7th day of September, 2012.



Joseph H. Williams, Principal Assistant
Corporation Counsel, Milwaukee County

**Community Development Authority
City of Wauwatosa**

BY:



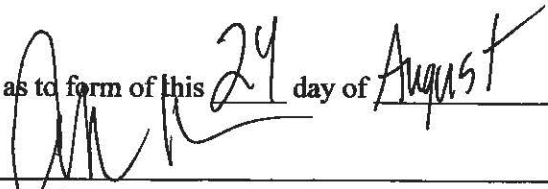
Jason Kohout, Chairman

ATTEST:



Paulette Enders, Executive Director

Approved as to form of this 24 day of August, 2012.



Alan Kesner, City Attorney, City of Wauwatosa

**MEMORANDUM OF UNDERSTANDING
REAL ESTATE ACQUISITION**

This Memorandum of Understanding (this "MOU") is dated as of the 13 day of December, 2013, by and between MILWAUKEE COUNTY ("County") and the COMMUNITY DEVELOPMENT AUTHORITY of the City of Wauwatosa ("Authority"), both municipal corporations. Together these named entities constitute the "Parties" to this MOU.

WITNESSETH:

WHEREAS, the County and the Authority are Parties to that certain Intergovernmental Cooperation Agreement (the "Agreement") dated AUGUST 24, 2012 (*provided as attachment 'A'*), pursuant to which the Parties are to cooperate for the purpose of eliminating blighted and environmentally impaired real property located at 2578 Wauwatosa Avenue in the City of Wauwatosa, with tax identification numbers 331-0792-00 and 331-0793-00 ("Property"); and

WHEREAS, the Agreement permits the Authority to enter upon the Property to conduct environmental inspections and investigations, and audits of the Property to determine the nature and extent of the environmental pollution; and

WHEREAS, the Agreement also gives the authority the discretion to either accept legal possession and occupancy of the Property or cause the Agreement to be terminated by providing written notice to the County as to the Authority's intentions.

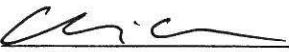
NOW THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

PROVISIONS:

1. The County shall continue the process to foreclose its tax liens against the Property pursuant to Section 75.521 of the Wis. Stats., and obtain title to the Property in fee simple absolute.
2. The Authority acknowledges and agrees it wants legal possession and occupancy of the Property.
3. The Agreement is renewed and the County waives the thirty (30) day notice requirement contained in Paragraph 7.b. of the Agreement.
4. All other terms and provisions of the Agreement shall remain in full force and effect.
5. In the event of any conflict between the terms and provisions of this MOU and the terms and provisions of the Agreement, the terms and provisions of this MOU shall govern, control and prevail.


IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date first set forth above.

County of Milwaukee

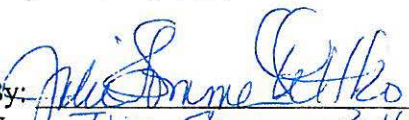
By:  Date: 12/20/17
Christopher Abele, Milwaukee County Executive


Attest:  Date: 12/17/2013
Joseph J. Czarnecki, Milwaukee County Clerk

Approved as to form and independent status:

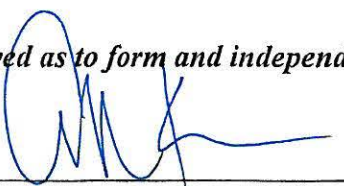
By:  Date: 12/13/13
Corporation Counsel, Milwaukee County

**Community Development Authority
City of Wauwatosa**

By:  Date: 12/12/13
Name: Julie Jommarothko
Title: CDA Chairperson

Attest:  Date: 12/12/13
Name: Cathy Martens
Title: Municipal Clerk

Approved as to form and independent status:

By:  Date: 12/13/13
Alan Kesner, City Attorney, City of Wauwatosa