



# City of West Allis

## Meeting Agenda

### Community Development Authority

Tuesday, February 10, 2026

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. [26-0035](#) January 13, 2026

**Attachments:** [January 13, 2026 \(draft minutes\)](#)

#### D. MATTERS FOR DISCUSSION/ACTION

2. [26-0081](#) Resolution to approve the dissolution of Tax Incremental District Number Six (Lime Pit - S. 67 Pl. & W. Becher St.) of the City of West Allis.

**Attachments:** [CDA Res. No. 1526 - Dissolution of TIF 6 \(Lime Pit \(S. 67 Pl. & W. Becher St.\) \(2-10-26\)](#)

3. [26-0082](#) Resolution to approve the dissolution of Tax Incremental District Number Thirteen (Home Juice - 1501 S. 113 St.) of the City of West Allis.

**Attachments:** [CDA Res. No. 1527 - Dissolution of TIF 13 \(Home Juice - 1501 S. 113 St.\) \(2-10-26\)](#)

4. [26-0083](#) Resolution to approve the dissolution of Tax Incremental District Number Ten (Former Yellow Freight Truck Terminal) of the City of West Allis.

**Attachments:** [CDA Res. No. 1528 - Dissolution of TIF 10 \(Yellow Freight\) \(2-10-26\)](#)

5. [26-0084](#) Discussion regarding Tax Increment District Number Seven Project Plan Expenditures.

6. [26-0085](#) Resolution approving the Tax Increment District Number Seven (Summit Place) of the City of West Allis Affordable Housing Extension.

**Attachments:** [CDA Res. No. 1529 - TID # 7 Affordable Housing Extension \(2-10-26\)](#)

7. [26-0086](#) Resolution to approve the dissolution of Tax Incremental District Number Seven (Summit Place) of the City of West Allis.

**Attachments:** [CDA Res. No. 1530 - Dissolution of TIF 7 \(Summit Place\) \(2-10-26\)](#)

8. [26-0087](#) Discussion on the acquisition of the former Motor Castings Company site.

9. [26-0088](#) Resolution to approve the Third Amendment to Real Estate Purchase agreement with Seth E. Dizard Esq. for the acquisition of the former Motor Castings Company site.
- Attachments:** [CDA Res. No. 1531- Motor Castings - Third Amendment \(2-10-26\)](#)  
[Third Amendment to Real Estate Purchase Agreement \(2-10-26\)](#)
10. [26-0089](#) Resolution authorizing and directing the Executive Director to enter into a contract amendment with Ramboll Americas Engineering Solutions, Inc., for providing environmental services and site oversight for the former Motor Castings properties in an amount not to exceed \$750,000, funded thru Tax Increment Finance District #7 and US EPA Brownfield Site Assessment Grant Funds.
- Attachments:** [CDA Res. No. 1532 - Ramboll Environ - Environ. Services - Motor Castings \\$75](#)
11. [26-0090](#) Resolution to consider authorizing and directing the Executive Director to enter into a contract amendment with Foley & Lardner for legal counsel services not to exceed \$90,000, to assist with redevelopment, real estate and remediation of the former Motor Castings Company sites, to be funded thru Tax Increment District #7 and US EPA Brownfield Site Assessment Grant Funds.
- Attachments:** [CDA Res. No. 1533 - Foley - \\$90,000 Legal Services to assist with Brownfield F](#)  
[Foley - Proposed Budget for Legal Fees 2.6.26](#)
12. [26-0091](#) Resolution to approve a professional services contract with Concord Group for construction cost review of the 3LP West Allis LLC for the development of The Revv at 8530 W. National Ave.
- Attachments:** [CDA Res. No. 1534 - Concord Group - 3LP West Allis LLC \(2-10-26\)](#)
13. [26-0092](#) Discussion on the status of the Makers Row Development and SONA II.
14. [26-0093](#) Discussion regarding 6771 W. National Ave.
15. [26-0094](#) Discussion on the Allis Yards Development.

16. [26-0007](#) 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. Novonesis Expansion/TIF Number Eighteen
  - g. 86th and National/TIF Number Nineteen
  - h. 6400 Block of W. Greenfield Avenue/ TIF Number Twenty
  - i. Hwy. 100 Corridor
  - j. Beloit Road Senior Housing Complex
  - k. W. National Ave. Corridor
  - l. Motor Castings Site – 1323 S. 65 St.
  - m. 116th & Morgan Ave.

*For agenda items 5, 8, 11, 12, 13, 14 and 15, 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.*

*NOTICE IS HEREBY GIVEN that a possible quorum of the City of West Allis Common Council may gather for the purpose of attending the Community Development Authority Meeting of Tuesday, February 10, 2026, at 6:00 p.m. at City Hall in Room 128. This is not intended to be a formal meeting of the Common Council. The Common Council will not take any formal action at this event.*

## 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

Tuesday, January 13, 2026

6:00 PM

City Hall, Room 128  
7525 W. Greenfield Ave.

#### REGULAR MEETING (Amended Agenda) (draft minutes)

#### A. CALL TO ORDER

#### B. ROLL CALL

- Present** 6 - Gerald C. Matter, Michael Suter, Danna Kuehn, Martin J. Weigel, Richard Badger, Wayne Clark  
**Excused** 1 - Thomas Medley

#### Staff

Ald. Haass  
Patrick Schloss, Economic Development, Executive Director  
Shaun Mueller, Economic Development, Project Manager  
Jason Kaczmarek, Finance Director/Comptroller  
Kail Decker, City Attorney

#### Others Attending

Brett Cooley, 2048 S. 74 St., West Allis, WI  
Bob Monnat & Dan Katt, Mandel Group

#### C. APPROVAL OF MINUTES

1. [25-0510](#) December 8, 2025 (draft minutes)

**Attachments:** [December 8, 2025 \(draft minutes\)](#)

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

#### D. MATTERS FOR DISCUSSION/ACTION

2. [26-0008](#) Housing and Urban Development approved the Authority for Family Self Sufficiency Grant in the Amount of \$95,063.

**Attachments:** [FSS Renewal Funding 2026 Announcement](#)

*Patrick Schloss presented.*

*Richard Badger requested an update on the status of filling this position in-house.*

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

3. [26-0009](#) Discussion on a development proposal from Mandel Group for Lot 3 and Lot 4 within the Six Points Farmers Market Redevelopment Area.

*Patrick Schloss provided an overview of the project.*

*Bob Monnat and Dan Katt of the Mandel Group provided further details and highlights of the project.*

This matter was Discussed.

4. [26-0010](#) Resolution authorizing the Executive Director to prepare a Project Plan for Tax Increment District Number 22 Plan for the area at 66th and Mitchell (Lot 3 and Lot 4 of SONA) of the Six Points Farmers Market Redevelopment Area.

**Attachments:** [CDA Res. No. 1520 - TIF 22 \(1-13-26\)](#)  
[CDA Res. No. 1520 - TIF 22 \(1-13-26\) \(signed\)](#)

*Items #4 & #5 were taken together.*

**Ald. Kuehn moved to approve items #4 & #5, Suter seconded, motion carried by roll call vote:**

5. [26-0011](#) Resolution approving a professional services contract with Ehlers and Associates, Inc. for the preparation of plan for Tax Increment District Number 22 for the area of 66th and Mitchell (Lot 3 and Lot 4) within the Six Points Farmers Market Redevelopment Area.

**Attachments:** [Ehlers - TID 22](#)  
[CDA Res. No. 1521 - Ehlers - TID 22 \(1-13-26\)](#)  
[CDA Res. No. 1521 - Ehlers - TID 22 \(1-13-26\) \(signed\)](#)

**Ald. Kuehn moved to approve items #4 & #5, Suter seconded, motion carried by roll call vote:**

#### Passed The Block Vote

**Ald. Kuehn moved to approve items #4 & #5, Suter seconded, motion carried by roll call vote:**

**Aye:** 6 - Matter, Suter, Kuehn, Weigel, Badger, Clark

**No:** 0

6. [26-0012](#) Resolution amending a financial/real estate consulting services contract with S.B. Friedman Development Advisors in an amount not to exceed \$25,000.

**Attachments:** [West Allis CDA\\_SB Friedman Hourly Deal Review Extension #18\\_2026-01-07](#)  
[CDA Res. No. 1522 - S.B. Friedman \(1-13-26\)](#)  
[CDA Res. No. 1522 - S.B. Friedman \(1-13-26\) \(signed\)](#)

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

**Aye:** 6 - Matter, Suter, Kuehn, Weigel, Badger, Clark

**No:** 0

7. [26-0013](#) Discussion regarding the former Motor Castings properties and surrounding area, near S. 65 St. and W. Washington St.

*Patrick Schloss presented.*

*Discussion regarding this site being considered a blighted, contaminated brownfield group of properties.*

*This item was further discussed in closed session.*

**This matter was Discussed.**

8. [26-0014](#) Resolution to approve the Second Amendment to Real Estate Purchase agreement with Seth E. Dizard Esq. for the acquisition of the former Motor Castings Company site.

**Attachments:** [Second Amendment to REPA \(CDA\) \(FULLY SIGNED\)](#)

[CDA Res. No. 1523 - Motor Castings - Second Amendment \(1-13-26\)](#)

[CDA Res. No. 1523 - Motor Castings - Second Amendment \(1-13-26\)  
\(signed\)](#)

*Discussed in Closed Session, voted on in Open Session.*

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

**Aye:** 6 - Matter, Suter, Kuehn, Weigel, Badger, Clark

**No:** 0

9. [26-0015](#) Discussion on the status of the Makers Row Development.

**This matter was Discussed.**

10. [26-0016](#) Discussion regarding 6771 W. National Ave.

*Patrick Schloss and Shaun Mueller provided a brief update.*

*Further discussed in Closed Session.*

**This matter was Discussed.**

11. [26-0007](#) 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. Novonesis Expansion/TIF Number Eighteen
  - g. 86th and National/TIF Number Nineteen
  - h. 6400 Block of W. Greenfield Avenue/ TIF Number Twenty
  - i. Hwy. 100 Corridor
  - j. Beloit Road Senior Housing Complex
  - k. W. National Ave. Corridor
  - l. Motor Castings Site – 1323 S. 65 St.
  - m. 116th & Morgan Ave.

*Patrick Schloss provided a brief update of the Coakley building and the outlot at 102nd &*

*Lincoln. Land by Label should start leasing by June.*

- S1. [26-0025](#) Resolution to approve the Scope of Services for Ramboll Americas Engineering Solutions, Inc. for grant writing assistance for an application to the United States Environmental Protection Agency for a Brownfield Clean-up Grant for the former Motor Castings properties located within the S. 65 St. and W. Washington St. area, in an amount not to exceed \$15,000.

**Attachments:** [CDA Res. No. 1524 - Ramboll - Grant Writing Serv - EPA \(USEPA\) FY26 Cleanup Grant \\$15,000 \(1-13-26\)](#)  
[CDA Res. No. 1524 - Ramboll - Grant Writing Servi- EPA \(USEPA\) FY26 Cleanup Grant \\$5,500 \(1-13-26\) AS AMENDED](#)  
[REH Proposal West Allis FY26 Cleanup Grant Writing](#)

**Ald. Weigel moved to approve this matter in an amended amount, not to exceed \$5,500, Ald. Kuehn seconded, motion carried by the following vote:**

**Aye:** 6 - Matter, Suter, Kuehn, Weigel, Badger, Clark

**No:** 0

- S2. [26-0026](#) Resolution to approve the Second Amendment to an Amended and Restated Indenture of Trust and Bond Agreement between the CDA and U.S. Bank Trust Company relative to Renaissance Faire II LLC and the property at Renaissance Faire Office Complex at 809 S. 60th St.

**Attachments:** [CDA Res. No.1525 - 2nd Amendment - Renaissance \(1-13-26\)](#)  
[RenFaire - Second Amendment to Amended and Restated Indenture of Trust and Bond](#)

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

**Aye:** 6 - Matter, Suter, Kuehn, Weigel, Badger, Clark

**No:** 0

*At 6:36 p.m., a motion was made by Wayne Clark, seconded by Ald. Weigel to go into closed session to discuss items 3, 7, 8, 9, 10 on the agenda.*

*Following the discussion of these items in closed session, the committee reconvened in open session at 7:18 p.m*

**E. ADJOURNMENT**

*There being no further business to come before the Authority a motion was made by Clark, seconded by Ald. Weigel to adjourn at 7:19 p.m.*



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COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1526  
DATE ADOPTED: February 10, 2026

Resolution to approve the dissolution of Tax Incremental District Number Six (Lime Pit - S. 67 Pl. & W. Becher St.) of the City of West Allis.

WHEREAS, the City of West Allis (the "City") created Tax Increment District Number Six and approved the Project Plan in February 2004 under Resolution No. 2004-0033; and,

WHEREAS, all of Tax Incremental District Number Six (Lime Pit - S. 67 Pl. & W. Becher St.) projects were completed under the allowed time of 27 years; and,

WHEREAS, under Resolution R-2016-0194 the Common Council approved Tax Increment District Number Seven (Summit Place) as a donor TIF and Tax Increment District Number Seven has excess increment and fund balance to satisfy the outstanding debt of Tax Increment District Number; and,

WHEREAS, pursuant to 66.1105 of the Wisconsin Statutes, Tax Incremental Districts shall be dissolved when the city has received aggregate tax increments in an amount sufficient to pay the aggregate of all project costs incurred or to be incurred under the project plan for the district; and,

WHEREAS, sufficient increment has been collected as of the 2025 tax roll, payable 2026, to cover Tax Incremental District Number Six (Lime Pit - S. 67 Pl. & W. Becher St.) project costs.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that the City of West Allis does dissolve Tax Incremental District Number Six (Lime Pit - S. 67 Pl. & W. Becher St.) in accordance with the requirements of Section 66.1105(8).

BE IT FURTHER RESOLVED that the City of West Allis will notify the Wisconsin Department of Revenue prior to the deadline of April 15, 2026, that the District will be terminated.

BE IT FURTHER RESOLVED that the City of West Allis Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the City shall send final audited information to the Wisconsin Department of Revenue.

BE IT FURTHER RESOLVED that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1527  
DATE ADOPTED: February 10, 2026

Resolution to approve the dissolution of Tax Incremental District Number Thirteen (Home Juice – 1501 S. 113 St.) of the City of West Allis.

WHEREAS, the City of West Allis (the “City”) created and approved the Project Plan of Tax Incremental District Number Thirteen (Home Juice – 1501 S. 113 St.) under Resolution No. 2004-0104; and,

WHEREAS, all of Tax Incremental District Number Thirteen (Home Juice – 1501 S. 113 St.) projects were completed under the allowed time of 27 years; and,

WHEREAS, under Resolution R-2016-0194 the Common Council approved Tax Increment District Number Seven (Summit Place) as a donor TIF and further the CDA approved an amendment in 2025 under Resolution R-2025 – 4201 to provide excess increment and fund balance to satisfy the outstanding debt of Tax Increment District Number 13; and,

WHEREAS, pursuant to 66.1105 of the Wisconsin Statutes, Tax Incremental Districts shall be dissolved when the city has received aggregate tax increments in an amount sufficient to pay the aggregate of all project costs incurred or to be incurred under the project plan for the district; and,

WHEREAS, sufficient increment has been collected as of the 2025 tax roll, payable 2026, to cover Tax Incremental District Number Thirteen (Home Juice – 1501 S. 113 St.) project costs.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that the City of West Allis does dissolve Tax Incremental District Number Thirteen (Home Juice – 1501 S. 113 St.) in accordance with the requirements of Section 66.1105(8).

BE IT FURTHER RESOLVED that the City of West Allis will notify the Wisconsin Department of Revenue prior to the deadline of April 15, 2026, that the District will be terminated.

BE IT FURTHER RESOLVED that the City of West Allis Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the City shall send final audited information to the Wisconsin Department of Revenue.

BE IT FURTHER RESOLVED that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the City’s auditors.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1528  
DATE ADOPTED: February 10, 2026

Resolution to approve the dissolution of Tax Incremental District Number Ten (Former Yellow Freight Truck Terminal – 116<sup>th</sup> and Rogers) of the City of West Allis.

WHEREAS, the City of West Allis (the “City”) created Tax Increment District Number Ten and approved the Project Plan in August 2008 under Resolution No. 2008-0179; and,

WHEREAS, all of Tax Incremental District Number Ten (Former Yellow Freight Truck Terminal – 116<sup>th</sup> and Rogers) projects were completed under the allowed time of 27 years; and,

WHEREAS, pursuant to 66.1105 of the Wisconsin Statutes, Tax Incremental Districts shall be dissolved when the city has received aggregate tax increments in an amount sufficient to pay the aggregate of all project costs incurred or to be incurred under the project plan for the district; and,

WHEREAS, sufficient increment has been collected as of the 2025 tax roll, payable 2026, to cover Tax Incremental District Number Ten (Former Yellow Freight Truck Terminal – 116<sup>th</sup> and Rogers) project costs.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that the City of West Allis does dissolve Tax Incremental District Number Ten (Former Yellow Freight Truck Terminal – 116<sup>th</sup> and Rogers) in accordance with the requirements of Section 66.1105(8).

BE IT FURTHER RESOLVED that the City of West Allis will notify the Wisconsin Department of Revenue prior to the deadline of April 15, 2026, that the District will be terminated.

BE IT FURTHER RESOLVED that the City of West Allis Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the City shall send final audited information to the Wisconsin Department of Revenue.

BE IT FURTHER RESOLVED that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the City’s auditors.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1529  
DATE ADOPTED: February 10, 2026

Resolution approving the Tax Increment District Number Seven (Summit Place) of the City of West Allis Affordable Housing Extension.

WHEREAS the Community Development Authority of the City of West Allis (the “Authority”) created Tax Increment District (TID) Number Seven (Summit Place) in February 2004 under Resolution No. R-2004-0037; and,

WHEREAS, TID Number Seven has successfully completed implementation of the project plan and sufficient increment was collected or will be collected from the tax roll to pay off its aggregate project costs; and,

WHEREAS, the Authority and the City shall cause the termination of TID Number Seven prior to the statutory closing on April 15, 2026; and,

WHEREAS, state law requires termination of a TID after all project costs have been paid, but under sec. 66.1105(6)(g), Wis. Stats., the Authority has the option to extend a TID up to one year, using the last year of tax increment to improve the TID’s housing stock; and,

WHEREAS, at least 75 percent of the final increment must be used to benefit affordable housing with the remaining portion used to improve housing stock; and,

WHEREAS affordable housing programs benefit all residents by helping to strengthen neighborhoods and improve property values in distressed neighborhoods throughout the City.

NOW THEREFORE BE IT RESOLVED by the Community Development Authority of the City of West Allis that it approves the Tax Increment District Number Seven (Summit Place) Affordable Housing Extension.

BE IT FUTHER RESOLVED that the Authority authorizes a term of 12 months following the date of this resolution to use the final year’s increment, estimated at \$1,583,898 collected from the 2025 tax roll for the 2026 budget, to benefit affordable housing.

BE IT FURTHER RESOLVED the Authority shall use the final increment to improve housing quality and affordability by providing new affordable housing developments incentives, cash grants, supporting single family housing, improving housing stock, assistance with loans, or paying for public infrastructure improvements to support the construction of new or improvement of existing affordable housing units in the City.

BE IT FURTHER RESOLVED the City of West Allis shall adopt a resolution terminating TID Number Seven by April 15, 2026.

BE IT FURTHER RESOLVED that the City Clerk, in cooperation with the Director of Finance, shall provide a copy of this resolution to the Wisconsin Department of Revenue.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1530  
DATE ADOPTED: February 10, 2026

Resolution to approve the dissolution of Tax Incremental District Number Seven (Summit Place) of the City of West Allis.

WHEREAS, the City of West Allis (the "City") created Tax Increment District Number Seven and approved the Project Plan in February 2004 under Resolution No. 2004-0037; and,

WHEREAS, all of Tax Incremental District Number Seven (Summit Place) projects were completed under the allowed time of 27 years; and,

WHEREAS, pursuant to 66.1105 of the Wisconsin Statutes, Tax Incremental Districts shall be dissolved when the city has received aggregate tax increments in an amount sufficient to pay the aggregate of all project costs incurred or to be incurred under the project plan for the district; and,

WHEREAS, sufficient increment has been collected as of the 2025 tax roll, payable 2026, to cover Tax Incremental District Number Seven (Summit Place) project costs.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that the City of West Allis does dissolve Tax Incremental District Number Seven (Summit Place) in accordance with the requirements of Section 66.1105(8).

BE IT FURTHER RESOLVED that the City of West Allis will notify the Wisconsin Department of Revenue prior to the deadline of April 15, 2026, that the District will be terminated.

BE IT FURTHER RESOLVED that the City of West Allis Clerk shall sign the required Wisconsin Department of Revenue final accounting form agreeing on a date by which the City shall send final audited information to the Wisconsin Department of Revenue.

BE IT FURTHER RESOLVED that the City Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the District, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO. 1531  
DATE ADOPTED : February 10, 2026

Resolution to approve the Third Amendment to the Real Estate Purchase Agreement with Seth E. Dizard, ESQ, for the former Motor Castings Company site.

WHEREAS, the Authority and Seth E. Dizard are parties to a Real Estate Purchase Agreement effective as of September 10, 2025 (the "Purchase Agreement"), pursuant to which Company agreed to sell, and Purchaser agreed to buy, approximately 5.98 acres of property in the City of West Allis, County of Milwaukee, as more particularly described in the Purchase Agreement (the "Property");

WHEREAS the initial due diligence period expires on November 9<sup>th</sup>, 2025; and,

WHEREAS the Authority approved a Second Amendment to the Real Estate Purchase Agreement with Seth E. Dizard, ESQ, for the former Motor Castings Company site on November 11, 2025, with the extension until January 8, 2026; and,

WHEREAS the Authority, following additional due diligence and negotiation with Receiver for the Property, outlined a Third Amendment with terms on the acquisition of the Property; and,

WHEREAS, Staff is recommending the adoption of the Third Amendment that specified the purchase price of \$100, CDA would pay for outstanding taxes and fees associated with the Property, and will assume the environmental assessment and remedial and clean-up cost and activities for the Property; and,

WHEREAS the Authority is hereby granting the Executive Director authorization to negotiate, execute, deliver and perform obligations necessary to amend the Purchase Agreement in accordance with the Third Amendment.

NOW, THEREFORE BE IT RESOLVED by the Community Development Authority of the City of West Allis hereby approves the Third Amendment to the Real Estate Purchase Agreement with Seth E. Dizard, ESQ, for the former Motor Castings Company site.

Be It Further Resolved, the Authority approves the following:

1. That the Executive Director, or designee, with the approval of the City Attorney, or designee, is hereby authorized and directed to negotiate, execute, deliver, and perform obligations under all documents in connection with the attached Amendment to Real Estate Purchase Agreement agreements, working capital agreements, grant agreements, and financing statements.

2. That the Executive Director, or his designee, with the approval of the City Attorney, or his designee, is hereby authorized and directed to take any and all other actions on behalf of the Community Development Authority of the City of West Allis which they deem necessary or desirable in connection with the Project including, without limitation, negotiating, executing,

delivering, and performing obligations under any and all documents in connection with the Property including, without limitation, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, and assignment agreements.

3. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of any and all 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, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary 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

### **THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this “**Amendment**”) is dated and effective as of January 16, 2026, by and between **COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF WEST ALLIS** (“**Purchaser**”), and **SETH E. DIZARD, ESQ.**, as Wis. Stats. Chapter 128 Receiver (“**Receiver**”) of **MOTOR CASTINGS COMPANY**, a Wisconsin corporation (“**Company**”).

#### **RECITALS**

WHEREAS, Purchaser and Company are parties to that certain Real Estate Purchase Agreement effective as of September 10, 2025, as amended by that certain First Amendment to Real Estate Purchase Agreement dated November 7, 2025, as further amended by that certain Second Amendment to Real Estate Purchase Agreement dated January 6, 2026 (collectively, the “**Purchase Agreement**”), pursuant to which Company agreed to sell, and Purchaser agreed to buy, approximately 5.98 acres of property in the City of West Allis, County of Milwaukee, as more particularly described in the Purchase Agreement (the “**Property**”);

WHEREAS, Purchaser has conducted an environmental investigation of the conditions of the Property, which led to the discovery of environmental contamination at the Property that was, of necessity, reported by Purchaser to the Wisconsin Department of Natural Resources (“**WDNR**”), and will require further investigation and remediation as more particularly set forth in the attached letter report from Ramboll Americas Engineering Solutions, Inc.

WHEREAS, the parties desire to amend the Purchase Agreement to: (i) amend the Purchase Price in light of the environmental contamination at the Property; (ii) clarify the treatment of various costs and expenses, and other similar obligations encumbering the Property; and (iii) in consideration for a conveyance free and clear of that certain mortgage from the Company to New Dalton Foundry, LLC, a Delaware limited liability company, in the amount of \$500,000.00 dated December 5, 2023, and recorded January 16, 2024 (the “**Mortgage**”), provide for a contingent post-closing payment (an “**Earn-Out**”) from Purchaser to the Receiver for the benefit of the Receivership estate, calculated by reference to Purchaser’s Remedial Costs and future re-sale of the Property.

WHEREAS, the parties hereto now desire to amend the Purchase Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. Defined Terms. All capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Purchase Agreement.

2. Purchase Price. The Purchase Price Amount in Section 4(a) of the Purchase Agreement is hereby amended and restated as follows: In consideration of the Receiver's sale, assignment and transfer of the Purchased Assets to Purchaser, Purchaser shall pay to the Receiver

the sum of One Hundred and No/100 Dollars (\$100.00) plus, as additional consideration, the payment, by Purchaser, of various costs and expenses that are otherwise the obligation of the Receiver under the Purchase Agreement (“**Receiver’s Closing Costs**” as further defined below), plus such Earn-Out, if any, as defined below. Because the Earn-Out is contingent and may not ultimately be realized, Purchaser and Receiver acknowledge and agree that the Purchase Price for purposes of Closing shall be deemed to be the sum of \$100.00 plus the Receiver’s Closing Costs.

3. Treatment of Transfer Taxes, Real Estate and Personal Property Taxes, Special Assessments and Other Municipal Charges, and Closing Costs. Section 4 of the Purchase Agreement is hereby further amended as follows:

Section 4(c) of the Purchase Agreement is hereby amended to delete the last sentence.

Section 4(d) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Real Estate and Personal Property Taxes, Special Assessments and Other Municipal Charges. The parties acknowledge that, as of the Effective Date and as of the Closing Date, there may be unpaid personal property taxes, real estate taxes (including in rem taxes) (for a prorated portion of the 2026 tax year in which Closing occurs and the full amount of the 2025 tax year), special assessments, special charges, and municipal utility charges (including, without limitation, water, sewer and stormwater fees), together with any related interest, penalties or other charges (collectively, “**Receiver’s Municipal Costs**”), that constitute liens or encumbrances running with the land in association with the Property that must be paid at Closing. Payment of Receiver’s Municipal Costs will be handled as provided in Section 4(h) below. Purchaser shall be responsible, at Purchaser’s sole cost and expense, for all personal property taxes, real estate taxes (including in rem taxes), special assessments, special charges, and municipal utility charges (including, without limitation, water, sewer and stormwater fees), arising on or after the Closing Date.”

Section 4(e) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“Intentionally Omitted.”

Section 4(g) is hereby added to the Purchase Agreement, which shall read as follows:

“Closing Costs. The parties acknowledge that, as of the Effective Date and as of the Closing Date, there will be transfer taxes, Title Company closing fees and costs, costs associated with the Title Commitment and Title Policy, recording fees, and other traditional costs of escrow and closing (“**Receiver’s Title Fees**”), which must be paid in conjunction with Closing. Payment of Receiver’s Title Fees will be handled as provided in Section 4(h) below. References to payment of costs in association with the Title Commitment and Title Policy as well as escrow closing fees in Section 11 of the Purchase Agreement are hereby deleted.

Section 4(h) is hereby added to the Purchase Agreement, which shall read as follows:

“Advances by Purchaser. Receiver represents and warrants that the Receivership estate has no material funds available to pay Receiver’s Municipal Costs and Receiver’s Title Fees (collectively, **“Receiver’s Closing Costs”**), other than the nominal \$100.00 portion of the Purchase Price, and that said nominal portion of the Purchase Price is not expected to be sufficient to satisfy all Receiver’s Closing Costs in association with the Property. Accordingly, to the extent any Receiver’s Closing Costs are not paid or satisfied at or prior to Closing out of funds then available to the Receivership estate, Purchaser (or the City of West Allis on Purchaser’s behalf) shall advance or pay such Receiver’s Closing Costs in order to permit Closing to occur and to protect Purchaser’s interest in the Property and facilitate subsequent redevelopment.”

4. Receiver Deliveries at Closing. Section 6(a)(iv) of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“(iv) A copy of an order entered by the Court in the Receivership Proceedings authorizing the sale of the Purchased Assets by the Receiver to Purchaser free and clear of all Liens, including a specific reference that the Real Estate is conveyed free and clear of the Mortgage granted by Company in favor of New Dalton Foundry, LLC, a Delaware limited liability company, in the amount of \$500,000.00 dated December 5, 2023, and recorded January 16, 2024 (the **“Sale Order”**).”

5. Miscellaneous. The last sentence of Section 14(m) of the Purchase Agreement is deleted in its entirety and replaced with the following:

“Given the payment of nominal Purchase Price, Receiver and Purchaser acknowledge that each has informed JLL and CBRE that there will not be sufficient funds at Closing to pay any brokerage commissions, and only in the event an Earn Out is achieved could any brokerage commission be paid to JLL and CBRE. To avoid any concerns relating to a possible lien for the payment of broker’s commissions, the Receiver agrees to provide notice to JLL and CBRE of the sale motion filed with the Court in the Receivership Proceedings and to seek a Sale Order that includes language that the sale to Purchaser is free and clear of any potential brokerage liens.”

6. Earn-Out Provision. A new Section 15 of the Purchase Agreement is hereby added as follows:

Section 15. Earn-Out; Reporting of Remedial Costs and Dispositions.

(a) Definitions. For purposes of this Section 15:

(i) **“Remedial Costs”** means the amount of all third-party costs and expenses actually incurred and paid by Purchaser or the City of West Allis, on or after the Closing Date, in connection with the investigation, monitoring, response, remediation and/or removal of environmental contamination on, under or migrating from the Property (all four parcels), including, without limitation: (A) environmental consulting, engineering and legal fees; (B) costs of sampling, analysis, site investigation, remedial action, response action, monitoring and related

reporting to governmental authorities; and (C) costs of demolition, soil management, disposal, and installation or operation of remedial systems to the extent undertaken to address environmental contamination at the Property. Remedial Costs shall not include (x) ordinary operating or maintenance expenses unrelated to environmental contamination, or (y) internal administrative overhead of Purchaser or the City of West Allis except to the extent actually, and in the ordinary course, charged to the project.

(ii) “**Net Re-Sale Proceeds**” means, with respect to any sale, conveyance, transfer or other disposition by Purchaser (or its assignee) of all or any portion of the Property, the gross cash consideration actually received by Purchaser for such disposition, less (A) customary closing costs and prorations paid by Purchaser, (B) reasonable third-party brokerage commissions paid by Purchaser, and (C) reasonable and customary legal, title, recording, survey and similar transaction costs paid by Purchaser in connection with such disposition.

(iii) “**Aggregate Net Re-Sale Proceeds**” means the cumulative total of all Net Re-Sale Proceeds from time to time received by Purchaser from all sales or other dispositions of any portion(s) of the Property.

(b) Annual / Periodic Reporting. Commencing with the first full calendar year following the Closing Date and continuing until the earlier of (x) the satisfaction in full of the Earn-Out Amount (as defined below) or (y) the tenth (10th) anniversary of the Closing Date, Purchaser shall provide to the Receiver, not later than April 30 of each year and upon reasonable written request, a report (which may be in summary form) containing:

(i) a summary of Remedial Costs incurred and paid by Purchaser (and/or by the City of West Allis on Purchaser’s behalf) during the preceding calendar year and cumulatively on, and after, the Closing Date; and

(ii) a summary of any sales or dispositions of all or any portion of the Property that closed during the preceding calendar year, including the corresponding Net Re-Sale Proceeds and Aggregate Net Re-Sale Proceeds.

Purchaser’s obligation to provide such reports shall terminate upon the earlier of (x) satisfaction in full of the Earn-Out Amount, if any, or (y) the tenth (10th) anniversary of the Closing Date.

(c) Earn-Out Calculations; Payment Obligation. The Earn-Out Calculation shall be made following a determination of Case Closure in accordance with NR 726, Wis. Stats. by the WDNR for all parcels constituting the Property (“**Case Closure**”). If and when, at any time after the Closing and following Case Closure, the Aggregate Net Re-Sale Proceeds exceed the sum of the total Remedial Costs incurred and paid through Case Closure plus the Receiver’s Closing Costs (collectively, the “**Final Remedial Costs**”), Purchaser shall pay to the Receiver, for the benefit of the Receivership estate, an amount equal to:

*Aggregate Net Re-Sale Proceeds – Final Remedial Costs*

up to a maximum aggregate amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the “**Earn-Out Amount**”).

Any such payment shall be made within sixty (60) days after the later of Case Closure or the date on which Purchaser closes the transaction (or series of related transactions) that results in Aggregate Net Re-Sale Proceeds first exceeding the sum of Final Remedial Costs, and, if additional sales occur thereafter in which Aggregate Net Re-Sale Proceeds further exceed the Final Remedial Costs (and the Earn-Out Amount has not yet been paid in full), additional payments shall be made within sixty (60) days after each such subsequent sale (or series of related sales), until the Earn-Out Amount has been paid in full or no further such excess exists.

(d) Cap; Nature of Obligation. In no event shall Purchaser be required to pay, in the aggregate, more than the Earn-Out Amount of \$800,000.00 pursuant to this Section 15. Purchaser shall have no obligation to make any payment under this Section 15 unless and until Aggregate Net Re-Sale Proceeds exceed Final Remedial Costs. The parties agree that the Earn-Out Amount shall constitute additional, but contingent, purchase consideration for the Purchased Assets, payable post-closing for the benefit of the Receivership estate, and that liens, claims and encumbrances, if any, shall attach to any such Earn-Out payments to the same extent, priority and validity as they attached to the Purchased Assets immediately prior to Closing, subject to further order of the Court in the Receivership Proceedings.

(e) Audit Rights. Upon reasonable prior written notice and not more than once in any twelve (12)-month period, the Receiver (or his successors) shall have the right, at the Receivership estate's expense, to review and audit, during normal business hours, Purchaser's books and records reasonably necessary to verify the calculation of Final Remedial Costs and Net Re-Sale Proceeds for purposes of this Section 15. Purchaser shall cooperate in good faith with any such review, subject to reasonable confidentiality protections.

7. Effect of Amendment. In the event of any conflicts or inconsistencies between the terms and provisions of this Amendment and those of the Purchase Agreement, the terms and provisions of this Amendment shall govern and control to the extent of such conflict or inconsistency. Except as modified by this Amendment, the terms and conditions of the Purchase Agreement shall remain unchanged and shall remain in full force and effect and are hereby ratified and confirmed. All references to the Purchase Agreement shall be deemed to refer to the Purchase Agreement as amended by this Amendment.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

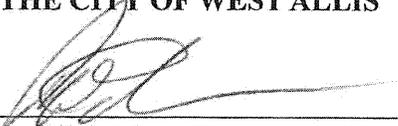
9. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered (including by e-mail) shall be deemed an original, and all of which counterparts, taken together, shall be deemed one complete document. Facsimile, electronic, and scanned signatures on this Amendment shall be binding upon the parties hereto.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

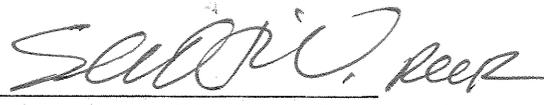
**PURCHASER:**

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

By:   
Patrick Schloss, Executive Director

**COMPANY:**

**MOTOR CASTINGS COMPANY,**  
a Wisconsin corporation

By:   
Seth E. Dizard, Wis. Stats. Chapter 128  
Receiver

# MEMO

**Project**      **Estimated Incremental Cost of TCE Contaminated Soil Removal at the Former Motor Castings Site**

**Client**        **City of West Allis, Community Development Authority (CDA)**

**To**             **Shaun Mueller – Development Project Manager**  
**Patrick Schloss - Economic Development Executive Director**  
**Kail Decker – City of West Allis Attorney**  
**Bruce Keyes - Foley & Lardner LLP**

**From**         **Ramboll Americas Engineering Solutions, Inc.,**  
**Jay Karls, PE and Michelle Peters, PE**

January 15, 2026

On behalf of the City of West Allis CDA, Ramboll has completed an estimate of the costs associated with the completion of remedial actions at the property located at 6500 Washington Street in West Allis, Wisconsin (the "site" or "property"). The site consists of four parcels totaling 6.635 acres located at the following property addresses: 6500 W. Washington Street (property tax key 439-0001-037), 13\*\* South 65<sup>th</sup> Street (property tax key 439-9004-000), 11\*\* South 65<sup>th</sup> Street (property tax key 439-0108-001), and 11\*\* South 64<sup>th</sup> Street (property tax key 439-0088-000).

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 USA

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Phase II sampling completed to date identified various constituents detected above regulated levels in samples across the site, including metals, polychlorinated biphenyls (PCBs), polycyclic aromatic hydrocarbons (PAHs) and volatile organic compounds (VOCs); however, significantly elevated concentrations of trichloroethylene (TCE) were detected in northwestern portion of the site on the property identified as 6500 Washington Street in the vicinity of the presumed location of a former underground storage tank (UST) that contained TCE. Based on the results of the sampling activities completed, it is Ramboll's opinion that the elevated concentrations of TCE detected in this area of the site warrant completion of an interim remedial action in support of the eventual redevelopment of the property.

Ref. 1690030431,  
 Task 07

This estimate assumes that the remedial action to be completed to address the highly impacted soils in the vicinity of the former TCE tank area consists principally of excavation and off-site disposal of soils containing TCE at a concentration exceeding 1 part per million (ppm). The estimated disposal volumes and conditions for generating the costs presented herein are based on the sampling completed to date as part of the Phase II Environmental Site Assessment delineation of impacts for TCE only. Further delineation as part of the overall Site Investigation (SI) and development of an Interim Action Remedial Plan (IRAP) will be required prior to completion of cleanup activities, and may result in adjusted quantities for management and disposal. The estimated costs for pre-remedial investigation activities include work plan development, movement of on-site soil/debris, a geophysical survey of the former TCE tank area, installation of monitoring wells (1)

and piezometers (2), delineation of soil impacts in the former TCE tank area, an initial phase of vapor intrusion (VI) assessment, and reporting.

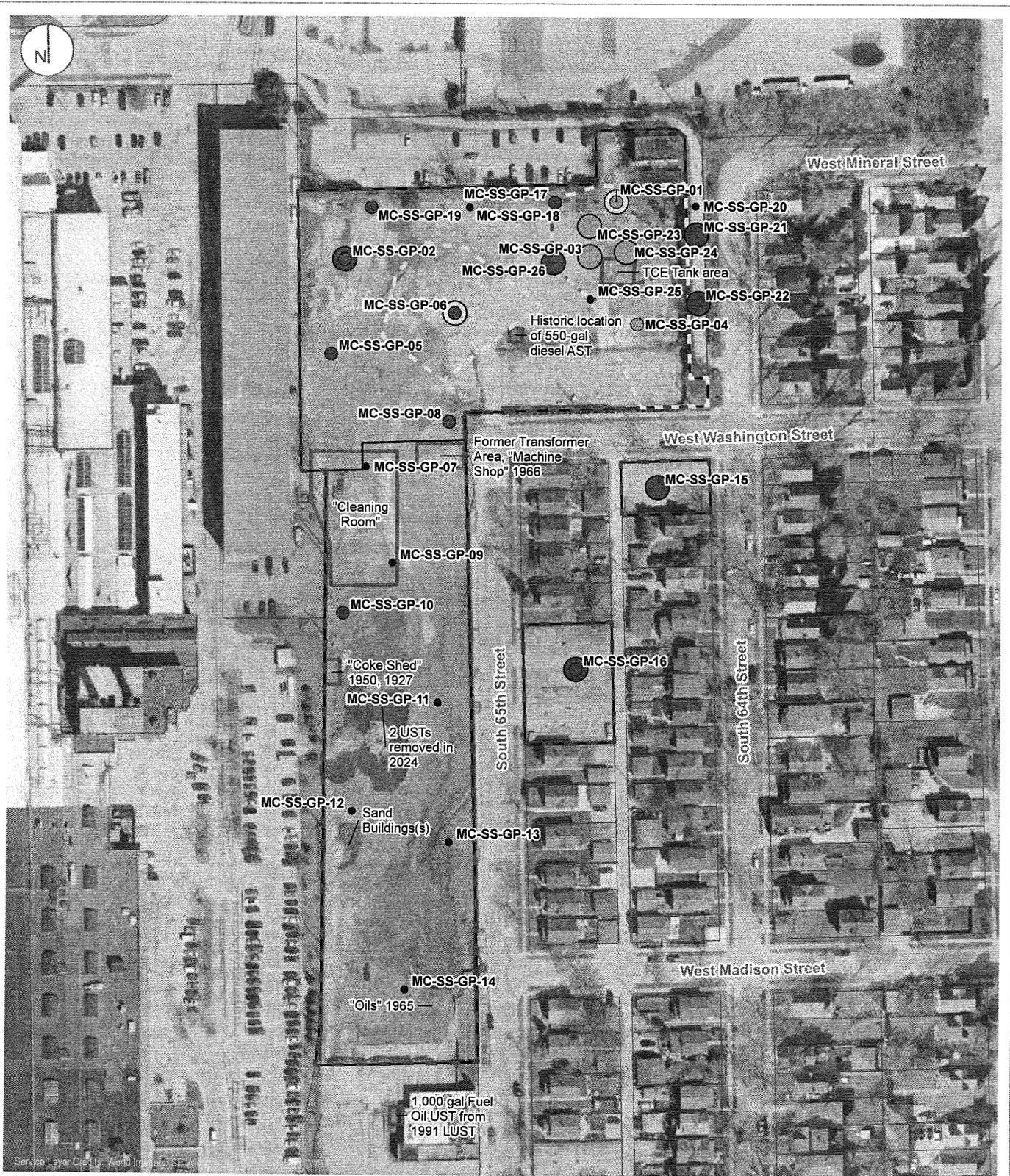
The estimate of the quantity of contaminated soil to be excavated and disposed off-site prior to overall site redevelopment is calculated based upon sample locations with results greater than or equal to 1 ppm. The areal extent of the excavation area was established assuming excavation of all soil exceeding 1 ppm TCE and extension of the excavation to the next sample location below 1 ppm TCE or the property boundary near the TCE tank (where sample coverage is more robust) or halfway to the next sample location below 1 ppm to the southwest of the former TCE tank (where sample coverage is more sparse). This cost estimate assumes shallow excavation to depths of 14-ft bgs in the majority of the impact area with deeper excavation to 28-ft bgs in the potential source zone, based on sampling completed to date. Additional vertical delineation prior to the completion of the removal action will be necessary to confirm the necessary excavation depths. The calculated quantities used for the preparation of this cost estimate are included in the attached cost detail sheet.

The assumptions used to develop the cost estimates are listed below:

- Contaminated soils are to be disposed of at an approved solid waste landfill as non-hazardous waste. If further sampling or waste characterization determines material to be characteristically hazardous, increased costs for disposal will be incurred.
- Additional soil and groundwater evaluation will be required as part of the overall SI and in support of development of IRAP.
- Costs for pre-treatment (if necessary) and off-site disposal of excavation water that could potentially accumulate within the excavation during the work are included in the estimate. The excavation water generated during work within the identified contaminated areas is anticipated to be disposed of/discharged to the sanitary sewer system under a discharge permit issued by MMSD.
- This cost estimate includes management of surface concrete by removal and stockpiling onsite for management as part of the overall redevelopment activities to be completed after remedial cleanup. Subsurface concrete is assumed to require management via offsite disposal similar to impacted soil. Costs for off-site disposal of concrete, if necessary, are not included in this estimate.
- We consider this to be a reasonable estimate of actual costs expected to be incurred in attaining case closure for the site under Wis. Admin. Code NR 726. Actual costs could increase if deeper groundwater is impaired, if contaminated soils are determined to be hazardous wastes, if contamination impacts a larger area than expected, or if landfill and trucking costs are more than projected. Costs could go down if a smaller area is impacted than assumed from existing sampling.

Attachments:

1. Figure – VOC Soil Sampling Results
2. Cost Evaluation for Potential Soil Removal Remedial Action



**VOC SOIL SAMPLING RESULTS**

**FIGURE 04**

- INDUSTRIAL DIRECT CONTACT EXCEEDANCE
- NON-INDUSTRIAL DIRECT CONTACT EXCEEDANCE
- SOIL TO GROUNDWATER PATHWAY EXCEEDANCE
- VOC SOIL SAMPLE LOCATION
- SHALLOW SAMPLE (0-6 FT BGS)
- DEEP SAMPLE (>6 FT BGS)
- ▭ DEEP PROPOSED EXCAVATION
- ▭ PROPOSED EXCAVATION
- ▭ SITE BOUNDARY
- ▭ SITE PARCEL
- ▭ PARCEL BOUNDARY

**COMMUNITY DEVELOPMENT AUTHORITY  
 OF THE CITY OF WEST ALLIS**  
 6500 WEST WASHINGTON STREET, 13\*\* S. 65TH STREET,  
 11\*\* S. 65TH STREET, 11\*\* S. 64TH STREET  
 WEST ALLIS, WISCONSIN

RAMBOLL AMERICAS  
 ENGINEERING SOLUTIONS, INC.  
 A RAMBOLL COMPANY





COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO: 1532  
DATE ADOPTED: February 10, 2026

Resolution authorizing and directing the Executive Director to enter into a contract amendment with Ramboll Americas Engineering Solutions, Inc., for providing environmental services and site oversight for the former Motor Castings properties in an amount not to exceed \$750,000, funded thru Tax Increment Finance District #7 and US EPA Brownfield Site Assessment Grant Funds.

WHEREAS, the Community Development Authority of the City of West Allis (the "Authority"), by the Department of Development, has received numerous grants and loans from the U.S. EPA and WIDNR for various properties and redevelopment projects; and,

WHEREAS, the Community Development Authority has approximately, \$760,000 of Tax Increment District #7 funds available to assist with the former Motor Castings properties as the purchase price of the properties was reduced from \$800,000, to \$100 (plus nearly \$40,000 in Closing costs) based on the development impediments that these brownfield, blighted sites present and the Community Development Authority can utilize these funds to assist to remove these impediments; and,

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

WHEREAS, the Authority has reviewed the proposal/scope of services submitted by Ramboll Americas Engineering Solutions, Inc., for Grant Writing Services related to the application for the USEPA FY26 Brownfield Cleanup Grant.

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

1. That the Executive Director or its designee, be and is hereby authorized and directed enter into a contract amendment with Ramboll Americas Engineering Solutions, Inc., for providing environmental services and site oversight for the former Motor Castings properties.
2. That the sum of up to \$750,000 be and is hereby appropriated for retaining the services of Ramboll Americas Engineering Solutions, Inc, for providing environmental services and site oversight for the former Motor Castings properties., and to be funded through TIF #7 and/or US EPA Site Assessment Grant Funds and/or US EPA RLF project income.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby authorized to make any non-substantive changes, modifications, additions and deletions to and from the various consulting Contract documents, including but not limited to 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

COMMUNITY DEVELOPMENT  
AUTHORITY CITY OF WEST ALLIS  
RESOLUTION NO: 1533  
DATE ADOPTED: February 10, 2026

Resolution authorizing and directing the Executive Director to enter into a contract amendment with Foley & Lardner for legal counsel services not to exceed \$90,000, to assist with redevelopment, real estate and remediation of the former Motor Castings Company sites, to be funded thru Tax Increment District #7 and US EPA Brownfield Site Assessment Grant Funds.

WHEREAS, on April 2, 2025 thru Resolution 1494, the Community Development Authority approved the Executive Director of the City of West Allis (CDA) to enter into a contract to assist for legal counsel and real estate services and that contract totaled an amount not to exceed \$50,000; and,

WHEREAS, on November 11, 2025 thru Resolution 1516, the Community Development Authority approved the Executive Director of the City of West Allis (CDA) to enter into a contract amendment to assist for legal counsel and real estate services and that contract totaled an amount not to exceed \$50,000; and,

WHEREAS, on January 27, 2026, the CDA, purchased the former Motor Castings properties for \$100 and that was done thru accelerated negotiations with the Receiver, property brokers and Secured Creditor as well as an emergency court hearing, which allowed for the City to be eligible to apply for a US EPA Grant; and,

WHEREAS, now that the CDA owns the Motor Castings properties, there is additional legal work to be done related to residential access agreements, hazardous waste determinations, dividing the site for future development, WDNR coordination and addressing management of remediation issues; and,

WHEREAS, the CDA is responsible for overseeing redevelopment activities and promoting the economic growth of the City of West Allis; and,

WHEREAS, the CDA has identified various redevelopment projects and real estate transactions that require legal counsel and expertise to navigate the legal complexities involved; and,

WHEREAS, the Executive Director of the CDA is empowered to make recommendations regarding the need for professional services to advance the mission and goals of the CDA; and,

WHEREAS, legal counsel specializing in redevelopment and real estate matters is necessary to ensure compliance with local, state, and federal laws, as well as to protect the best interests of the City and the CDA in all related transactions; and

WHEREAS, the Executive Director has identified qualified legal counsel who can assist with the legal aspects of redevelopment and real estate services and recommends retaining such counsel to provide the necessary support.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Authority of the City of West Allis, that the Executive Director is hereby authorized and directed to allow for additional services with Foley & Lardner for legal counsel services not to exceed \$90,000 to assist with redevelopment, real estate and remediation of the former Motor Castings Company site.

BE IT FURTHER RESOLVED that the Executive Director, in cooperation with the City Attorney, is authorized to negotiate and enter into agreements with the selected legal counsel, subject to the terms and conditions deemed appropriate, and to take all necessary actions to secure the legal services required for these activities.

BE IT FURTHER RESOLVED that the funding for the legal counsel will be Tax Increment District Number Seven and the City’s Environmental Protection Agency Brownfield Site Assessment Grant Funds and or proceeds from US EPA Revolving Loan Program funds.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority

February 6, 2026

**VIA EMAIL**

[smueller@westalliswi.gov](mailto:smueller@westalliswi.gov)

Mr. Shaun Mueller  
Development Project Manager/Economic Development  
City of West Allis  
7525 West Greenfield Avenue  
West Allis, WI 53214

Re: Condemnation of Property in West Allis, Wisconsin  
2026 Proposed Budget for Legal Fees

Dear Shaun:

Per your request for anticipated legal costs for 2026, we propose a budget of \$87,500 for approval by the Community Development Authority. The proposal includes forward looking tasks and tasks associated with the completion of the purchase of the Motor Castings Property.

- (1) *Forward Looking* – estimated \$60,000. As you know, there are several variables, but our primate tasks include:
  - Residential access agreements
  - Hazardous waste determination
  - Dividing the site into two BRRTS sites for phasing the development
  - Coordinating with the Wisconsin Department of Natural Resources regarding potential responsible party engagement (Dalton), if needed
  - Addressing management of remediation issues in context of development; this would supplement a typical cooperation and development agreement
  
- (2) *January Budget – Motor Castings Property Purchase* – estimated \$27,500. As you know, we had to act with urgency in January close on the purchase of the Motor Castings property prior to the due date for the U.S. Environmental Protection Agency grant applications. That resulted in accelerated negotiations with the Receiver, the property brokers, and the Secured Creditor (New Dalton Foundry, LLC), preparations with Ramboll for a court appearance, and participation in the emergency hearing to approve the sale, all in addition to traditional survey, title and real estate closing needs. We estimate the resulting fees to exceed the prior budget by \$27,500.

Please let me know if you need additional information or further breakdown of these estimates.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Keyes', with a long horizontal flourish extending to the right.

Bruce A. Keyes

cc: Patrick Schloss  
Kail Decker

COMMUNITY DEVELOPMENT AUTHORITY  
CITY OF WEST ALLIS  
RESOLUTION NO: 1534  
DATE ADOPTED: February 10, 2026

Resolution to approve a professional services contract with Concord group for a construction cost review of 3LP West Allis LLC for the development of The Revv at 8530 W. National Avenue.

WHEREAS, the Development Agreement between Community Development Authority of the City of West Allis (the "Authority") and 3LP West Allis, LLC (the "3LP") has terms that outline construction savings and conditions that permit the Authority to obtain an independent review of the incurred construction costs by 3LP; and,

WHEREAS, the Authority has entered a sole source contract with The Concord Group in the past to perform a construction cost audit for Tax Increment District No. 19 – 86<sup>th</sup> and National Avenue; and,

WHEREAS, Staff recommends entering a sole source contract with The Concord Group for review and audit the construction costs associated with the development of The Revv at 8530 W. National Avenue within Tax Increment District 19 per the terms of the Development Agreement dated December 12, 2023

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

1. That the Executive Director or its designee, be and is hereby authorized and directed to execute and deliver the aforesaid Contract on behalf of the Community Development Authority.

2. That the sum of \$8,000 be and is hereby appropriated from the Tax Increment District 19 – 86<sup>th</sup> and National.

3. 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 Director of Finance, 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. That the Executive Director, with approval of the Director of Finance, or their designees, are hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of any and all loan commitments, the sale of land, loan agreements, mortgages, notes, guaranties, security agreements, escrow agreements, certificates, affidavits, assignment agreements, pledges, disbursing agreements, subordination agreements, environmental agreements, indemnification agreements, land use restriction agreements, certified survey maps, easements, operating reserve agreements, replacement reserve agreements, working capital agreements, grant agreements and financing statements, development agreements, property management agreements, consulting agreements, escrow agreements, certificates, affidavits, reimbursement agreements, assignment agreements, attachments, exhibits, addendums, amendments and/or any other documents as may be necessary, proper and convenient to correct inconsistencies, eliminate ambiguity, and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

BE IT FURTHER RESOLVED, that the Executive Director, or his designee, be and is hereby authorized and directed to enter into a professional services contract up to \$8,000 with Concord group for a construction audit services for review of the Rev development within the 86<sup>th</sup> and National.

Approved: \_\_\_\_\_  
Patrick Schloss, Executive Director  
Community Development Authority